

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
COURT OF COMMON PLEAS

J. Cordell Maddox, Circuit Court Judge

Case No.: 2019-CP-04-01212

RECEIVED

FEB 27 2023

SC Court of Appeals

Glenn Mechanical.....Appellant.

v.

Sihierh Smith.....Respondent.

REPLY TO RESPONDENT'S RETURN TO MOTION TO STRIKE AND AMEND
RESPONDENT'S INITIAL BRIEF AND, IN THE ALTERNATIVE, RESPONDENT'S
MOTION TO SUPPLEMENT THE RECORD

Comes now the undersigned attorney, William N. Epps III, hereby submits this reply to Respondent's return and in the alternative, motion to supplement the record. Respondent references a motion for miscellaneous relief filed by the appellant during the pendency of the action. That motion requested that the trial court enjoin the Respondent from operating the vehicle until a hearing on the merits. The motion was filed on September 25, 2019 and a hearing was held on November 21, 2019. An Order denying that motion was filed February 3, 2020 and while the trial court reviewed the depositions of John Glenn and Sihierh Smith for that motion, the depositions were not filed with the clerk of court, nor have they ever been filed with the clerk of court.

On February 16, 2022, two years later, Respondent files for summary judgment, and the only deposition Respondent presented to the trial court is the deposition of Tonya Marie Davis, the title clerk for Ralph Hayes Toyota. The following documents, attached hereto, were submitted by both parties to the trial court for the motion for summary judgment:

- a.) Defendant's Motion for Summary Judgment filed February 16, 2022, with the following attachments: Title History from the South Carolina Department of

Motor Vehicles, South Carolina DMV Package Cover Sheet, South Carolina Department of Motor Vehicles Application for Certificate of Title and Registration for Motor Vehicles or Manufactured Home/Mobile Home, State of South Carolina Certificate of Title of a Vehicle, Form 400 South Carolina Department of Motor Vehicles Application for Certificate of Title and Registration for Motor Vehicles or Manufactured Home/Mobile Home, Affidavit & Notification of Sale of Motor Vehicle, South Carolina Department of Registration, another copy of the State of South Carolina Certificate of Title of a Vehicle, another Affidavit & Notification of Sale of Motor Vehicle, Certificate of Origin for a Vehicle, Ralph Hayes Toyota Purchase Agreement dated July 27, 2016 with the purchaser being Sihierh Smith, South Carolina Department of Motor Vehicles Power of Attorney for Odometer Disclosure for Sihierh Smith, another South Carolina Department of Motor Vehicles Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home, Check number 1376 from John Glenn, Jr to Ralph Hayes Toyota in the amount of \$6,000.00 dated August 16, 2016.

- b.) Plaintiff's Memorandum in Opposition to Defendant's Motion for Summary Judgment filed May 31, 2022, with the following attachments: Affidavit of John Glenn, Jr., Managing Partner of Glenn Mechanical, LLC, Ralph Hayes Toyota Purchase Agreement dated July 27, 2016 with the purchaser being Glenn Mechanical, LLC, South Carolina Power of Attorney for Odometer Disclosure for Glenn Mechanical, LLC, Affidavit & Notification of Sale of Motor Vehicle, South Carolina Drivers License for John Glenn, Jr., Check Number 1451 by John Glenn, Jr., to Ralph Hayes Toyota in the amount of \$36,400.00 dated August 1, 2016, Check number 1376 by John Glenn, Jr. to Ralph Hayes Toyota in the amount of \$6,000.00 dated August 16, 2016, Ralph Hayes Toyota Vehicle Trade for a Kia Optima, Ralph Hayes Toyota Purchase Agreement dated July 27, 2016 with the purchaser being Sihierh Smith, Ralph Hayes Toyota Buyer Agreement, Ralph Hayes Toyota- We Owe, Ralph Hayes Toyota Sharing Personal Information Form, Agreement to Provide Accidental Physical Damage Insurance in the name of Sihierh Smith dated July 27, 2016, South Carolina Department of Motor Vehicles Motor Vehicle and Truck Demonstration Certificate, Ralph Hayes Toyota Purchase Agreement dated July 27, 2016 with the purchaser being Sihierh Smith, another Affidavit & Notification of Sale of Motor Vehicle, Prepared for Sihierh Smith by Ralph Hayes Toyota Vehicle Protection Plan, South Carolina Department of Motor Vehicles Application for Certificate of Title and Registration for Motor Vehicles or Manufactured Home/Mobile Homes, Certificate of Origin for a Vehicle, South Carolina Drivers License of Sihierh Smith, Insurance Card for a 2011 Kia Optima, South Carolina Document of Registration for a 2011 Kia Optima, Ralph Hayes Toyota Appraisal Record for a 2011 Kia Optima, Binder of Insurance, South Carolina Document of Registration for a 2016 Toyota 4Runner, DDI Technology Vehicle Research Report, Affidavit of Matthew Pierce, Portion of Deposition Transcript of Matthew Nathan Pierce,

Portion of Deposition Transcript of Scott Jason Brown.

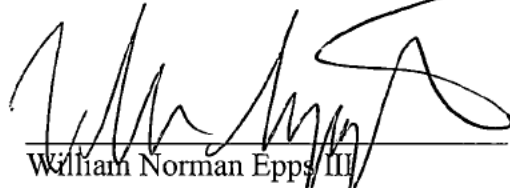
- c.) Notice of Motion and Motion to Reconsider and/or Alter or Amend filed on July 18, 2022 with Plaintiff's Memorandum in Opposition to Defendant's Motion for Summary Judgment filed on May 31, 2022 with attachments.
- d.) Deposition transcript of Tonya Marie Davis pp. 4-60, with exhibits.

The above documents listed herein were the only documents reviewed or considered by the trial court in rendering a decision on summary judgment. The Respondent placed heavy reliance on the deposition of Tonya Marie Davis, and the trial court after ruling on summary judgment, did return the deposition of Tonya Marie Davis to Respondent. See attached email from Martin E. Cain, law clerk to the Hon. J. Cordell Maddox dated June 24, 2022. The deposition of John Glenn and statement or deposition from respondent, Sihierh Smith were not before the trial court and not a part of the record with the clerk of court in this case. The Respondent in her return, only speculates that the depositions were available for review. They were not available and simply put the above referenced memorandum and documents were the only documents before the trial court for summary judgment.

The deposition of John Glenn and statement or deposition from respondent, Sihierh Smith by not being considered by the trial court are irrelevant and should not be designated to be included in the record on appeal, nor should the Respondent be allowed to supplement the record on appeal.

Therefore, the appellant respectfully asks that the motion to strike and amend respondent's brief be granted and respondent's motion to supplement the record be denied.

February 24, 2023



William Norman Epps III
Post Office Box 2167
Anderson, South Carolina 29622
(864) 224-2111
Attorney for Appellant

Other Counsel of Record:

Other Counsel of Record:
James W. Logan, Jr.
PO Box 259
Anderson, SC 29622
864-226-1910 (phone)
Attorney for Respondent

EXHIBIT

A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ANDERSON	)	CASE NO.: 2019-CP-04-01212
Glenn Mechanical,	)	
	)	
Plaintiff,	)	
	)	Defendant's Motion for Summary
v.	)	Judgment
	)	
Sihierh Smith,	)	
	)	
<u>Defendant.</u>	)	

TO: William N. Epps, III, Esquire, Attorney for Plaintiff:

YOU WILL PLEASE TAKE NOTICE that the Defendant, Sihierh Smith, by and through her undersigned counsel, hereby moves the Court, Rule 56 of the South Carolina Rules of Civil Procedure, for an order granting Defendant's Motion for Summary Judgment in favor of this Defendant based upon the following:

(1) This is a claim and delivery action and the Certificate of Title to the vehicle in question issued by the South Carolina Department of Motor Vehicles ("DMV") is in the name of the Defendant and has been since it was purchased. (Exhibit 1). The Title Clerk for Ralph Hayes Toyota (19 years), from whom the vehicle was purchased testified under oath in her deposition on February 14, 2022 that she received the sales documentation (Exhibit 2) from the finance department and that, based upon said documentation, she applied for the title to said vehicle in the name of the Defendant. She also testified that the title was issued by said state agency, returned to the dealership and then sent to the Plaintiff. There was a subsequent re-issue of the title in 2019 due to an error by said agency in the "VIN" number in the original title. (Exhibit 1).

(2) Subsequent to the purchase of the 2016 Toyota Forerunner, the Defendant personally paid the Plaintiff \$8,000.00 toward the purchase of the 2016 Toyota Forerunner. She received this \$8,000.00 from the sale of her car since the dealership had only offered \$6,000.00 for her car as a trade-in. This amount was paid to and accepted by the Plaintiff and the \$6,000.00 trade-in amount

that was shown on the sales document(s) as a "Net Allowance on Trade-In" was refunded by the Plaintiff to the dealership. (Exhibit 3).

(3) The Title Clerk also testified that, to her knowledge, there is no Certificate of Title showing that the 2016 Toyota Forerunner titled in the name of the Plaintiff and that she did not prepare and/or submit any request for such to the DMV. She also testified that she did not prepare or submit a Form 400 to the DMV regarding the issuance of a Certificate of Title in the name of the Plaintiff which is required for the DMV to issue a title certificate. The deposition transcript of this Clerk will be submitted to the Court when received by defense counsel.

The pleadings, depositions, Answers to Interrogatories and Admissions on file, together with affidavits, if any, and the depositions taken that show that there is no genuine issue as to any material fact as to the Plaintiff's claims, and that, therefore, the Defendant is entitled to judgment as a matter of law as to the Plaintiff's claims.

This Motion is further based upon such authority as will be set forth in the Memorandum that will be filed in support of the Motion with exhibit(s)/affidavit(s) attached hereto.

LOGAN & JOLLY, LLP

s/James W. Logan, Jr.

James W. Logan, Jr.
Post Office Box 259 (29622)
Anderson, South Carolina
864-226-1910
864-226-1931 (fax)
logan@loganandjolly.com
Attorneys for Defendant

February 16, 2021

South Carolina
Department of Motor Vehicles



EXHIBIT

1

exhibitsicker.com

12/15/2021

SMITH, SIHIERH HOSSEIN-BEIK
237 STONE POND WAY
SENECA, SC 29678-5746

Subject: TITLE HISTORY

Dear Customer:

This will acknowledge your recent correspondence to this department.
The result of our file search is attached.

Comments:

Items returned:

Customer Service Unit (803)896-5000
Please mail all correspondence to:
SC Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016-0024

Vehicle Identification:
2016 TOYT JTEZU5JR4G5134086

Customer No. 023856079
File No. 031134401

/ADV

Correspondence mailed to:



Title History

VIN: JTEZU5JR4G5134086
New/Used: NEW

Year: 2016 Make: TOYT Model: 4RUNNER
Empty Weight: 4400

Body: SU

Title Number: 770040367383680A
Purchase Date: 07/27/2016
Odometer: 162
Sale Price: \$0.00
Tax Credit: \$0.00
Vehicle Brands:
None.

Status: CURRENT TITLE
Issue Date: 06/26/2019
Legend: ACTUAL MILEAGE
Trade-In Amount: \$0.00
Tax Exemption: N/A

Dup: N
Salvage %: 0
Sales Tax Number: 4008077
State Tax Paid:

Owner Number: 23856079
Owner Name: SMITH, SIHIERH HOSSEIN-BEIK
Owner Address: 237 STONE POND WAY SENECA SC, 296785746

Title Number: 770040319172298A
Purchase Date: 07/27/2016
Odometer: 162
Sale Price: \$0.00
Vehicle Brands:
None.

Status: CANCELLED - NEW TITLE ISSUED: SC
Issue Date: 09/29/2016
Legend: ACTUAL MILEAGE
Trade-In Amount: \$0.00

Dup: N
Salvage %: 0
Sales Tax Number: 4008077

Owner Number: 23856079
Owner Name: SMITH, SIHIERH HOSSEIN-BEIK
Owner Address: 237 STONE POND WAY SENECA SC, 296785746

End of Report

Guaranteed to be a true and correct
copy of the original title as it appears on file
with the South Carolina Department of Motor Vehicles.
MAY 15 2021
[Signature]
[Stamp: OFFICE OF THE CLERK OF COURT]



SC DMV PACKAGE COVER SHEET

Package Name: 15 TTL APP-FRM 400
Document Type: TL1
Date of Record: 06/26/2019
Driver License # / Dealer #: 011374526
Customer #: 23856079
Last Name / Dealer Name: SMITH
Tag #:
Title # / Ticket #: 770040367383680 A
Type Code / Dealer Type:
VIN: JTEZU5JR4G5134086
Numeric Document Type: 15



South Carolina Department of Motor Vehicles

Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home

Form 400
(Rev. 4/10)

No strikeouts, erasures, or correction fluid is acceptable on this form. For more information, visit our website at www.scdmvonline.com or call our Customer Call Center at (803) 898-5000.

SECTION A EXPEDITE (additional \$20.00 fee) Check here to expedite this title.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Make checks payable to: SC DMV. DO NOT SEND CASH.

NEW TITLE & REGISTRATION	TITLE AND PLATE TRANSFER	TITLE FOR MOBILE OR MANUFACTURED HOME	TITLE ONLY	LEASED VEHICLE
☐ 1) Manufacturer Certificate of Origin (MCO) or Title. ☐ 2) Paid Property Tax Receipt ☐ 3) \$15.00 title fee and ☐ 4) Regular registration fee. ☐ 5) Sales Tax (5% of selling price or \$500.00 max.) ☐ 6) Insurance Information	☐ 1) Manufacturer Certificate of Origin (MCO) or Title. ☐ 2) Last Previous Tag #. ☐ 3) Previous registration in owner's name. ☐ 4) \$15.00 title fee ☐ 5) \$10.00 transfer fee ☐ 6) Sales Tax (5% of selling price or \$500.00 max.) ☐ 7) Insurance Information	☐ 1) Manufacturer Certificate of Origin (MCO) or Title. ☐ 2) Consumer Insurance Report required for \$300.00 sales tax cap. If mobile home is energy efficient. ☐ 3) \$14.00 title fee	☒ 1) Manufacturer Certificate of Origin (MCO) or Title. ☐ 2) \$15.00 title fee ☐ 3) Sales Tax (5% of selling price or \$500.00 max.) ☐ DUPLICATE TITLE ☐ 1) Lost, Stolen or Destroyed Title ☐ 2) \$15.00 title fee.	☐ 1) Do not complete Section D. Complete Section E and all other applicable sections. MAIL YOUR APPLICATION TO: SC DMV P.O. Box 1498 - 10311 Wilson Blvd. Blythewood, SC 29016-0024

SECTION B - VEHICLE INFORMATION Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR MAKE	BODY STYLE	MODEL	EMPTY WEIGHT	GVW
JEZU5JR4G51340810						

SECTION C - ODOMETER MILEAGE (Miles not kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS _____ (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:



DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☐ EXEMPT

☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY.

SECTION D - OWNER INFORMATION Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN	DATE OF BIRTH
Smith Sihierh Hussein-Bek		
NEW CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN	DATE OF BIRTH
PRIMARY OWNER'S RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE
14034 E Camelia Ln	Seneca	SC
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE
		SC
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE
		SC
DAYTIME TELEPHONE NUMBER	TEMPORARY ADDRESS (IF APPLICABLE)	EXPIRATION OF TEMPORARY ADDRESS

SECTION E - LEASING INFORMATION Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.
ADDRESS	CITY	STATE	ZIP CODE
NAME OF LESSEE (PERSON LEASING VEHICLE)	DRIVER LICENSE NO., SOC. SEC. NO., OR FEIN	DATE OF BIRTH	
LESSEE'S SC RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE	ZIP CODE
		SC	
LESSEE'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE
		SC	

SECTION F - LIEN INFORMATION If you are a lienholder, are you a SC ELY participant? ☐ YES ☒ NO

CUSTOMER NO. OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full.	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	
CUSTOMER NO. OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	

< This section intentionally left blank >

SECTION G - SALES TAX EXEMPTION

Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX UNLESS EXEMPT. THE TAX IS 8% OF THE SALES PRICE UP TO A MAXIMUM OF \$300.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

THE VEHICLE WAS TRANSFERRED FROM: MY PARENT ☐ MY SPOUSE ☐ MY CHILD ☐ MY BROTHER/SISTER ☐ MY GRANDPARENT ☐ MY GRANDCHILD ☐

THE VEHICLE WAS TRANSFERRED TO ME AS: LEGAL HEIR ☐ BENEFICIARY ☐ DISTRIBUTE ☐

I AM NON-RESIDENT MILITARY PERSONNEL ☐ THE VEHICLE WAS A BONAFIDE GIFT ☐ SIGNATURE _____

SECTION H - ADDITIONAL INFORMATION

DATE OF PURCHASE	DATE FIRST OPERATED IN S.C.	ENERGY EFFICIENT MANUFACTURED/MOBILE HOME?
NEW OR USED?	PRIOR TITLE NUMBER	PRIOR TITLE STATE
THE VEHICLE DESCRIBED ON THIS APPLICATION IS:	REBUILDABLE ☐ NON-REBUILDABLE ☐	
THE VEHICLE SUSTAINED THE FOLLOWING DAMAGE:	COLLISION ☐ FIRE ☐ WATER ☐ STOLEN (RECOVERED) ☐ STOLEN (UNRECOVERED) ☐	
AGENCY REFERENCE NUMBER	Calculate the Salvage Percentage:	Predamaged Value _____
SALVAGE % _____		Estimate for Repairs _____
		Percentage _____

SECTION I - SELLER INFORMATION

Applicant should initial verifying the sales price of the vehicle.

SELLER OR DEALER NAME	SC DEALER/WHOLESALE NUMBER	SC SALES TAX NUMBER	SALES PRICE	CUSTOMER INITIALS
ADDRESS	CITY	STATE	ZIP CODE	

SECTION J - INSURANCE CERTIFICATION

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY _____

SECTION K - DONATE LIFE SC

YES, I WISH TO DONATE \$5.00, MORE OR LESS, TO DONATE LIFE SC.

AMOUNT OF DONATION: \$ _____ .00

SECTION L - SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS ALSO. IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LBS, I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS.

SIGNATURE OF OWNER (S) - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

DATE _____

DISCLOSURE STATEMENT

§6-9-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

PENALTY FEES

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

45 - 60 DAYS LATE - \$10.00

61 - 75 DAYS LATE - \$25.00

76 - 135 DAYS LATE - \$50.00

OVER 135 DAYS LATE - \$75.00

THIS SECTION FOR DMV USE ONLY

CHECK APPROPRIATE BOX:

BRAND

NO BRAND

RATED BY _____

OFFICE/OFFICE NUMBER _____

PLATE NUMBER _____

EXPIRATION DATE _____

PLATE CLASS _____

SUSPENSE REASON _____

TRANSACTION FEES

EXPEDITED FEE _____

LICENSE FEE _____

UNINSURED FEE _____

USE OR SALES TAX _____

PENALTY _____

WEIGHT INCREASE _____

TRANSFER _____

TITLE _____

DONATE LIFE SC _____

TOTAL _____

S203PB (MODIFIED)

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID. NUMBER
JTEZU5JR4G513086

YEAR MAKE
2016 TOYT

MODEL
4RUNNE

NEW/USED
NEW

BODY STYLE
SU

DATE ISSUED
09-29-2016

ODOMETER
162

WEIGHT
4400

TITLE NUMBER
770040319172298A

VEHICLE BRAND(S)
ACTUAL MILEAGE

FULL NAME OF OWNER(S)
SMITH, SIHIERH HOSSEIN-BEIK
301 SIMPSON ST
WESTMINSTER SC 296931349

CUSTOMER NUMBER: 023856079



THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

NIKKI R. HALEY
GOVERNOR

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

048553127

2
 REMOVE SIDE EDGES FIRST
 THEN SLIDE FINGER UNDER LONG EDGE TO OPEN

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
 NOTICE: ANY ALTERATIONS OR ERASURE VOIDS THE ASSIGNMENT
 ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to _____

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:
 STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

- ☐ 1. The mileage stated is in excess of its mechanical limits (the odometer started at zero again).
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Date of Sale _____

Sales Price \$ _____

Less Trade-In _____

Taxable Total \$ _____

I am aware of the above odometer certification made by the seller(s)

Signature of Seller(s) _____

Signature(s) of Buyer(s) _____

Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____

Address _____

ASSIGNMENTS BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to _____

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

- ☐ 1. The mileage stated is in excess of its mechanical limits (the odometer started at zero again).
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler _____

Auction License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature of Seller(s) _____

Signature(s) of Buyer(s) _____

Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____

Address _____



HBESHSP1 29593

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to _____

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

- ☐ 1. The mileage stated is in excess of its mechanical limits (the odometer started at zero again).
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler _____

Auction License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature of Seller(s) _____

Signature(s) of Buyer(s) _____

Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____

Address _____



South Carolina Department of Motor Vehicles

Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home

Form 400
(Rev 4/10)No alterations, erasures, or correction fluid is acceptable on this form. For more information, visit our website at www.scdmvonline.com or call our Customer Call Center at (803) 696-3600.**SECTION A** ☐ **EXPEDITE** (additional \$20.00 fee) Check here to expedite this title.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Make checks payable to: SC DMV. DO NOT SEND CASH.

☐ NEW TITLE & REGISTRATION 1) Manufacturer Certificate of Origin (MCO) or Title 2) Paid Property Tax Receipt 3) \$15.00 title fee and 4) Regular registration fee 5) Sales Tax (5% of selling price or \$300.00 max.) 6) Insurance Information	☒ TITLE AND PLATE TRANSFER 1) Manufacturer Certificate of Origin (MCO) or Title 2) Last Previous Reg # <u>CM0441</u> 3) Previous registration in owner's name 4) \$15.00 title fee 5) \$10.00 transfer fee 6) Sales Tax (5% of selling price or \$300.00 max.) 7) Insurance Information	☐ TITLE FOR MOBILE OR MANUFACTURED HOME 1) Manufacturer Certificate of Origin (MCO) or Title 2) Consumer Inspection Report required for \$300.00 sales tax cap, if mobile home is energy efficient 3) \$15.00 title fee	☐ TITLE ONLY 1) Manufacturer Certificate of Origin (MCO) or Title 2) \$15.00 title fee 3) Sales Tax (5% of selling price or \$300.00 max.) ☐ Duplicate Title 1) <u>1</u> <u>Set</u> <u>1</u> <u>Set</u> or <u>1</u> <u>Set</u> <u>1</u> <u>Set</u> Destroyed Title 2) \$15.00 title fee	☐ LEASED VEHICLE 1) Do not complete Section D. Complete Section E and all other applicable sections. MAIL YOUR APPLICATION TO: SC DMV P.O. Box 1498 • 50311 Wilson Blvd Blythewood, SC 29018 • 8034

SECTION B - VEHICLE INFORMATION Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER JTEZU5JR405134086	MAKE TOYOTA	YEAR MAKE 2016	BODY STYLE 4DR RWD	MODEL 4RUNNER	EMPTY WEIGHT 4359	GVM

SECTION C - ODOMETER MILEAGE (Miles not Kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT

I STATE THAT THE ODOMETER NOW READS 162 (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED

DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES

☐ EXEMPT☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE WARNING ODOMETER DISCREPANCY.**SECTION D - OWNER INFORMATION** Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) SMITH SIHIERH HOSSEIN-BEIK		SC CUSTOMER NO., DRIVER LICENSE NO., SOC SEC. NO., OR FEIN		DATE OF BIRTH
NEW CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)		SHARED OWNERSHIP ☐ AND ☐ OR		DATE OF BIRTH
PRIMARY OWNER'S RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE) 207 INGLEWOOD CIRCLE		CITY STARR	STATE SC	ZIP CODE 29684
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE
DAYTIME TELEPHONE NUMBER		TEMPORARY ADDRESS (IF APPLICABLE)		EXPIRATION OF TEMPORARY ADDRESS

SECTION E - LEASING INFORMATION Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.
ADDRESS	CITY	STATE	ZIP CODE
NAME OF LESSEE (PERSON LEASING VEHICLE)	DRIVER LICENSE NO., SOC SEC NO., OR FEIN		DATE OF BIRTH
LESSEE'S SC RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE SC	ZIP CODE
LESSEE'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE SC	ZIP CODE

SECTION F - LIEN INFORMATION If you are a lienholder, are you a SC EIT participant? ☐ YES ☐ NO

CUSTOMER NO. OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	
CUSTOMER NO. OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	

< This section intentionally left blank >

SECTION G - SALES TAX EXEMPTION		Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.	
VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX UNLESS EXEMPT. THE TAX IS 8% OF THE SALES PRICE UP TO A MAXIMUM OF \$500.00 (MOBILE HOMES ARE CALCULATED DIFFERENTLY)			
☐ THE VEHICLE WAS TRANSFERRED FROM	☐ MY PARENT	☐ MY SPOUSE	☐ MY CHILD
☐ THE VEHICLE WAS TRANSFERRED TO ME AS	☐ LEGAL HEIR	☐ BENEFICIARY	☐ DISTRIBUTEE
☐ I AM NON-RESIDENT MILITARY PERSONNEL	☐ THE VEHICLE WAS A BONA FIDE GIFT	SIGNATURE _____	

SECTION H - ADDITIONAL INFORMATION	
DATE OF PURCHASE 07/27/2016	DATE FIRST OPERATED IN SC 07/27/2016
NEW OR USED? NEW	ENERGY EFFICIENT MANUFACTURED/MOBILE HOME? ☐ YES ☐ NO
PRIOR TITLE NUMBER MW	PRIOR TITLE STATE
THE VEHICLE DESCRIBED ON THIS APPLICATION IS	☐ RESIDUABLE ☐ NON-RESIDUABLE
THE VEHICLE SUSTAINED THE FOLLOWING DAMAGE	☐ COLLISION ☐ FIRE ☐ WATER ☐ STOLEN (RECOVERED) ☐ STOLEN (UNRECOVERED)
AGENCY REFERENCE NUMBER	Calculate the Salvage Percentage
SALVAGE % N/A	Prodamaged Value N/A
	Estimate for Repairs N/A
	Percentage N/A

SECTION I - SELLER INFORMATION		Applicant should initial verifying the sales price of the vehicle.	
SELLER OR DEALER NAME RALPH HAYES TOYOTA SCION	SC DEALER/WHOLESALE NUMBER 11365	SC SALES TAX NUMBER	SALES PRICE 41901.00
ADDRESS 3525 CLEMSON BLVD.	CITY ANDERSON	STATE SC	ZIP CODE 29621

SECTION J - INSURANCE CERTIFICATION	
A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.	
UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.	
NAME OF INSURANCE COMPANY State Farm	

SECTION K - DONATE LIFE SC	
YES, I WANT TO DONATE \$5.00 MORE OR LESS TO DONATE LIFE SC	AMOUNT OF DONATION \$ N/A.00

SECTION L - SIGNATURE OF OWNER	
UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE USED, RENEWED AND NO OTHERS ALSO, IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LB, I CERTIFY THAT I AM IN COMPLIANCE WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS.	
SIGNATURE OF OWNER (S) MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT. IF APPLICABLE, IT MUST BE SIGNED BY THE AGENT.	DATE 07/27/2016

DISCLOSURE STATEMENT	
56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.	

PENALTY FEES	
FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:	
45 - 60 DAYS LATE - \$10.00	61 - 75 DAYS LATE - \$25.00
76 - 135 DAYS LATE - \$50.00	OVER 135 DAYS LATE - \$75.00

THIS SECTION FOR DMV USE ONLY	
CHECK APPROPRIATE BOX:	BRAND
☐ NO BRAND	
RATE BY	TRANSACTION FEES
OFFICIAL'S SIGNATURE	EXPEDITE FEE
PLATE NUMBER	LICENSE FEE
EXPIRATION DATE	UNINSURED FEE
PLATE CLASS	USE OR SALES TAX
SUSPENSE REASON	PENALTY
	WEIGHT INCREASE
	TRANSFER
	TITLE
	DONATE LIFE SC
	TOTAL

SCADA

AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

No. 42860544

Personally appeared before me RALPH HAYES TOYOTA SCION

(Seller)

(Dealer Retail Tax #)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Address)

who being duly sworn, deposes and says that on the 27th day of JULY, 2020

he sold the following motor vehicle: Make TOYOTA Model 4RUNNER

Year 2016 Identification (Serial) No. JTEZU5JR4G5134086

License No. _____ to SIHIERH HOSSEIN-BEIK SMITH

(Buyer)

207 INGLEWOOD CIRCLE STARR ANDERSON SC 29684

(Street)

(City)

(County)

(State)

(Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____

Address _____ Date _____

I certify that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.


(Signature of Seller)

RALPH HAYES TOYOTA SCION

(Print Seller's Name)


(Signature of Buyer)

SIHIERH HOSSEIN-BEIK SMITH

(Print Buyer's Name)

Property Tax Section

Check One:

☐ Purchase License Plate

D.L. Number _____

License Plate Issued _____

☒ Transfer License Plate

Signature of Buyer/If purchasing plates

Property taxes will be due in 120 days

www.mytoyoguard.com

9341110

Call
when back
with Reg

Sihierh

Smith
TOYOGUARD
Deal X-57043

2016 4-Runner

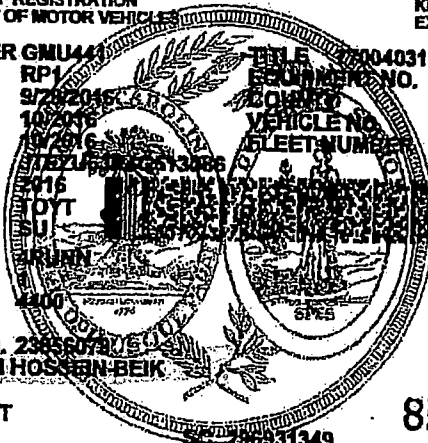
www.mytoyoguardassistant.com

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHVEDO
EXECUTIVE DIRECTOR

PLATE NUMBER GMU441
PLATE CLASS RP1
ISSUE DATE 9/28/2016
PLATE EXP. 10/2018
DECAL EXP. 10/2016
VIN 78ZU63923Y3088
YEAR 2016
MAKE TOYT
BODY SU
MODEL 4-Runner
VEHICLETYPE
EMPTY/GWV

TITLE 201640319172298 A
SEQUENCE NO. 37
VEHICLE NO. 24838569
FLEET NUMBER



CUSTOMER NO. 2366079
SMITH, SIIHERH HOSSEIN-BEIK

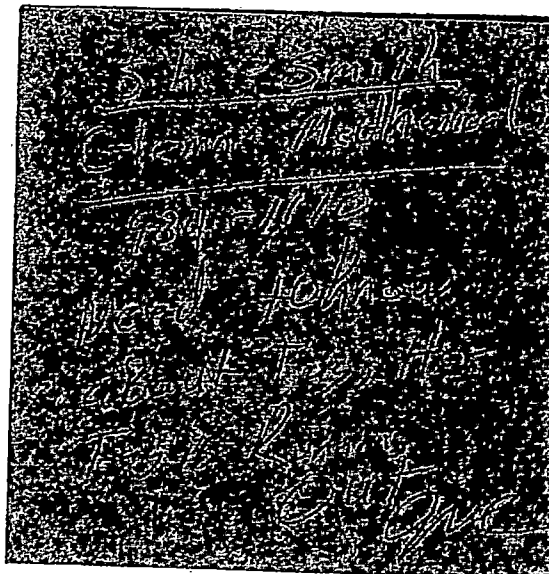
301 SIMPSON ST
WESTMINSTER

85032566

GMU441

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

SMITH, SIIHERH HOSSEIN-BEIK
301 SIMPSON ST
WESTMINSTER, SC 29693-1349



STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER JTEZU5JR4G5134086	YEAR 2016	MAKE TOYT	MODEL 4RUNNE	NEW/USED NEW
BODY STYLE SU	DATE 6/26/2019	ODOMETER 162	WEIGHT 4400	TITLE NUMBER 770040367383680 A
VEHICLE BRAND(S) ACTUAL MILEAGE				
FULL NAME OF OWNER(S) SMITH, SIHERH HOSSEIN-BEIK 14034 E CAMELIA LN SENECA, SC 29678-4502		CUSTOMER NUMBER: 23856079		
				
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.				
KEVIN A. SHWEDO EXECUTIVE DIRECTOR		HENRY MCMASTER GOVERNOR		
KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE				

40031415



**AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE**
(Entire Form Must Be Typed or Printed)

No. _____

Personally appeared before me _____
(Seller) (Dealer Retail Tax #)

(Address)

who being duly sworn, deposes and says that on the _____ day of _____ 20____

he sold the following motor vehicle: Make _____ Model _____

Year _____ Identification (Serial) No. _____

License No. _____ to _____

(Buyer)

(Street)

(City)

(County)

(State)

(Zip)

Special Mailing Address _____

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____

Address _____ Date _____

I certify that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

(Signature of Seller)

(Print Seller's Name)

(Signature of Buyer)

(Print Buyer's Name)

Property Tax Section

Check One:

____ Purchase License Plate

D.L. Number _____

License Plate Issued _____

____ Transfer License Plate

Signature of Buyer/if purchasing plates

Property taxes will be due in 120 days

ELECTRONICALLY FILED - 2022 Feb 16 11:55 AM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

No. _____

Personally appeared before me _____
(Seller) (Dealer Retail Tax #)

(Address)

who being duly sworn, deposes and says that on the _____ day of _____, 20____

he sold the following motor vehicle: Make _____ Model _____

Year _____ Identification (Serial) No. _____

License No. _____ to _____
(Buyer)

(Street)

(City)

(County)

(State)

(Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____

Address _____ Date _____

I certify that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

(Signature of Seller)

(Print Seller's Name)

(Signature of Buyer)

(Print Buyer's Name)

Property Tax Section

Check One:

_____ Purchase License Plate

D.L. Number _____

License Plate Issued _____

_____ Transfer License Plate

Signature of Buyer/if purchasing plates

Property taxes will be due in 120 days

CERTIFICATE OF ORIGIN FOR A VEHICLE

TOYOTA

DATE
07/20/16

INVOICE NO.
1932683

VEHICLE IDENTIFICATION NO.
JTEZU5JR4G5134086

YEAR
2016

MAKE
TOYOTA

BODY TYPE
UT 4X2 LIMITED V6

SHIPPING WEIGHT
4359

H.P. (SAE) G.V.W.R.
270 06100

NO. CYLS.
6

SERIES OR MODEL
4RUNNER
8648 J

CAPACITY
1614

ENGINE NUMBER
1GRB363121

01785

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC

RALPH HAYES TOYOTA
3525 CLEMSON BLVD., POB 5058
ANDERSON SC

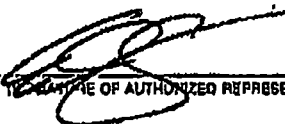
39003

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

CERTIFIED FOR ALL 50 STATE
EMISSIONS

SOUTHEAST TOYOTA DISTRIBUTORS, LLC

BY:



President

(NAME OF AUTHORIZED REPRESENTATIVE)

(AGENT)

S005394544

DEERFIELD BEACH, FLORIDA
CITY - STATE

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	Each undersigned certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any other state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrants title to the vehicle. FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO	
	NAME OF PURCHASER(S) <u>G. Hirsch Hossain - Bank Smith</u> ADDRESS <u>207 Englewood Circle Sturgis SC 29634</u> I certify to the best of my knowledge that the odometer reading is <u>11805</u> by <u>Notary Public</u> DEALER <u>Ralph Hays</u> NAME OF DEALERSHIP <u>BY</u> NAME OF DEALERSHIP <u>DEALER'S LICENSE NUMBER</u> State of <u>SC</u> Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this <u>11</u> day of <u>February</u> County of <u>Anderson</u> Notary Public	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ by _____ DEALER _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ County of _____ Notary Public	
	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ by _____ DEALER _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ County of _____ Notary Public	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ by _____ DEALER _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ County of _____ Notary Public	
	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ by _____ DEALER _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ County of _____ Notary Public	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ by _____ DEALER _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ County of _____ Notary Public	
	USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to fill in the odometer in space 1, in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading <u>11805</u> ☐ The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY Signature of Seller(s) _____ Date of Signature _____ Printed Name(s) of Seller(s) _____ Signature of Purchaser(s) _____ Date of Signature _____ Printed Name(s) of Purchaser(s) _____ Address of Purchaser(s) _____ State of _____ County of _____	
	USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
LEASING	I hereby certify that _____ which address is _____ and that it is located at _____ which address is _____	
	USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	

S005394544

Telephone (864) 226-1571
FAX (864) 224-1174
www.ralphhayestoyota.com

RALPH HAYES TOYOTA

3525 Clemson Blvd.
P.O. Box 5058
ANDERSON, SC 29621

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO THE FEDERAL
ARBITRATION ACT (FAA) 9 U.S.C. § 1 ET SEQ. OR IF
AND ONLY IF THE FAA DOES NOT APPLY, THEN
PURSUANT TO THE SOUTH CAROLINA UNIFORM
ARBITRATION ACT, S.C. CODE ANN. § 15-42-10 ET SEQ.
THE TERMS AND CONDITIONS OF ARBITRATION ARE
CONTAINED IN THE DEALERSHIP'S ARBITRATION
POLICIES AND PROCEDURES.

CUSTOMER: 105697
DEALER: 57043
Purchaser Ins. Info:

Co. _____
Policy No. _____
Dates _____ to _____ Date 04/27/11, 20 11
Agent _____
Agent Address _____
Purchaser _____
Address 207 WOODLAND CIRCLE City ANDERSON County ANDERSON State SC Zip 29621

Stock No. _____
Sell Price _____
Less Disc. _____
Net S.P. _____
DEDUCT: _____
Inventory _____
G.P. _____

I hereby agree to purchase from you under the terms & conditions specified, the following:

Quantity _____ Year 2011 Make TOYOTA Model RAV4 Body Style 4DR SUV V6 130
Serial Number JTEZU8PH40517386 Color _____ Engine _____ License No. _____

1.	CASH SELLING PRICE, INC. EXTRAS	61901.00
2.	LICENSE PLATES, TRANSFER & TITLE	25.00
3.	SALES TAX	2211.00
4.	Closing Fee	517.00
5.	TOTAL CASH SELLING PRICE	64415.00
6.	TRADE-IN: Make <u>TOYOTA</u> Body Style <u>4DR SUV V6 130</u> Year <u>2011</u> Serial No. <u>4TACM4A7205102152</u> Insp. No. _____ Engine _____ Transmission _____ A/C _____ License _____	42400.00
	ALLOWANCE ON TRADE-IN	5062.00
	LESS PAY OFF TO:	N/A
	NET ALLOWANCE ON TRADE-IN	5062.00
7.	CASH PAYMENT	16453.00
8.	DEPOSIT	N/A
9.	OTHER	N/A
10.	TOTAL DOWN PAYMENT	N/A
11.	UNPAID BALANCE (4-10)	42400.00
12.	LIFE INS. \$ _____ A & H \$ _____	N/A
13.	AUTO INSURANCE	N/A
14.	AMOUNT FINANCED (11 + 12 + 13)	N/A
15.	FINANCE CHARGE	N/A
16.	TOTAL OF PAYMENTS	N/A
17.	DEFERRED PAYMENT PRICE (10 + 16)	42400.00
	TIME BALANCE PAYABLE IN _____ MONTHLY INSTALLMENTS OF \$ _____ EACH BEGINNING <u>04/28/11</u> 20 <u>11</u> (ANNUAL PERCENTAGE RATE <u>5.99</u> %)	

DISCLAIMER OF WARRANTIES

I have read this Contract and understand that selling Dealer makes no warranties express or implied with respect to the sale of the vehicle described herein. ANY DESCRIPTION CONTAINED IN THIS CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE VEHICLE SOLD AND DOES NOT CONSTITUTE A WARRANTY THAT THE VEHICLE IS...

EXHIBIT

2

exhibitsticker.com

ARBITRATION POLICIES AND PROCEDURES

PLEASE REVIEW-IMPORTANT-AFFECTS YOUR LEGAL RIGHTS

1. BOTH THE DEALER AND CUSTOMER(S) SHALL HAVE THE RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED IN ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. YOU AGREE TO GIVE UP THE RIGHT TO PARTICIPATE AS A PRIVATE ATTORNEY GENERAL, CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT.
4. THIS AGREEMENT SUPERSEDES ALL PRIOR DISCUSSIONS, ARRANGEMENTS, NEGOTIATIONS AND OTHER COMMUNICATIONS, IF ANY, ON DISPUTE RESOLUTION.

In this Arbitration Agreement, "Customer," "you," and "your" refers to the customer(s) signing below. "Dealer," "we," "us," and "our" refer to the Dealer signing below as well as any other affiliated entity, parent or subsidiary, their successors and assigns and all of their owners, shareholders, managers and agents, and anyone to whom the Dealer assigns this Arbitration Agreement. You agree that Dealer's Policies and Procedures govern any arbitration between the parties. A copy of the Policies and Procedures is available upon request.

Any claim, counterclaim, third party claim, cross-claim, dispute or controversy between Dealer and Customer, as well as between Customer and Dealer's employees, agents, affiliate companies or persons, successors and assigns, whether in contract, tort or otherwise, arising from or relating to the repair or servicing of the vehicle listed on this Repair Order or Estimate or any resulting transaction or relationship (including any such relationship with third parties who do not sign your purchase or finance contract), or the validity, enforceability, or scope of this Agreement, shall be resolved by neutral, binding arbitration. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Agreement shall not apply to such claim or dispute. This Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act ("FAA"), 9 U.S.C. 1-16 and shall be governed by the FAA. If and only if the FAA does not apply, then by any applicable state law concerning arbitration. You agree that there will be no right to participate as a class or group representative, private attorney general, or class or group member of any class or group claim against Dealer, including any right to class or group arbitration or any consolidation of individual arbitrations.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. You and we retain any rights to bring an action individually to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by Dealer or Customer.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the Policies and Procedures. The arbitrator shall apply governing substantive law in making an award, but may not add to, modify, invalidate or ignore any provision of the Agreement or the Policies and Procedures. The arbitration hearing shall be conducted in the federal district where this Arbitration Agreement was executed. The party filing arbitration shall pay a \$250 filing fee. We will advance any additional administration, arbitration, or hearing fee up to a maximum of \$1,500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Thereafter, each party shall share equally in any administration, arbitration, or hearing fee. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000 or includes an award of injunctive relief against a party, that party may request a new arbitration under the Policies and Procedures. The appealing party requesting new arbitration shall be responsible for any filing fee and other arbitration costs subject to a final determination by the arbitrator(s) of a fair apportionment of costs. Any court having jurisdiction may enter judgment on the arbitrator's award.

If any provision of this Agreement is determined to be unenforceable other than the waiver of the right to participate in a class or consolidated arbitration, then the remainder shall be given full force and effect. This Agreement shall survive the termination of any and all of Customer's business with Dealer. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, is agreed to be the last Agreement entered into with respect to its subject matter, and supersedes all prior discussions, arrangements, negotiations and other communications, if any, on dispute resolution.

Date

Customer(s)

Date



South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

 5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2016 Make TOYOTA Model Type 4RUNNER Body Type 4DR RWD V6 L
VIN (Vehicle Identification Number) JTEZU5JR4G5134086

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: SIHIERH HOSSEIN-BEIK SMITH (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION

(Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

SIHIERH HOSSEIN-BEIK SMITH

07/27/2016

(Transferor's Signature)

(Printed Name)

(Date of Statement)

207 INGLEWOOD CIRCLE STARR SC 29684

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)

(Printed Name of Individual Signing as Transferee)

RALPH HAYES TOYOTA SCION 3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14)

(PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I _____, (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.



South Carolina Department of Motor Vehicles

Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home

Form 400
(Rev. 4/10)

No strikeouts, erasures, or correction fluid is acceptable on this form. For more information, visit our website at www.scdmvonline.com or call our Customer Call Center at (803) 896-5000.

SECTION A ☐ EXPEDITE (additional \$20.00 fee) Check here to expedite this title.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Make checks payable to: SC DMV. DO NOT SEND CASH.

☐ NEW TITLE & REGISTRATION 1) Manufacturer Certificate of Origin (MCO) or Title 2) Paid Property Tax Receipt 3) \$15.00 title fee and 4) Regular registration fee 5) Sales Tax (5% of selling price or \$300.00 max.) 6) Insurance Information	☒ TITLE AND PLATE TRANSFER 1) Manufacturer Certificate of Origin (MCO) or Title 2) Last Previous Trip #. 3) Previous registration in owner's name. 4) \$15.00 title 5) \$10.00 transfer fee 6) Sales Tax (5% of selling price or \$300.00 max.) 7) Insurance Information	☐ TITLE FOR MOBILE OR MANUFACTURED HOME 1) Manufacturer Certificate of Origin (MCO) or Title 2) Consumer Insulation Report required for \$300.00 sales tax cap. If mobile home is energy efficient. 3) \$15.00 title fee	☐ TITLE ONLY 1) Manufacturer Certificate of Origin (MCO) or Title 2) \$15.00 title fee 3) Sales Tax (5% of selling price or \$300.00 max.) ☐ DUPLICATE TITLE 1) Local, State or Destroyed Title 2) \$15.00 title fee	☐ LEASED VEHICLE 1) Do not complete Section D. Complete Section E and all other applicable sections. MAIL YOUR APPLICATION TO: SC DMV P.O. Box 1480 - 10311 Wilson Blvd. Blythewood, SC 29016 - 0024

SECTION B - VEHICLE INFORMATION Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR MAKE	BODY STYLE	MODEL	EMPTY WEIGHT	GVW
					4350	

SECTION C - ODOMETER MILEAGE (Miles not kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:



DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☐ EXEMPT

☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY.

SECTION D - OWNER INFORMATION Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN	DATE OF BIRTH
NEW CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN	DATE OF BIRTH
PRIMARY OWNER'S RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE
DAYTIME TELEPHONE NUMBER	TEMPORARY ADDRESS (IF APPLICABLE)	EXPIRATION OF TEMPORARY ADDRESS

SECTION E - LEASING INFORMATION Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.
ADDRESS	CITY	STATE	ZIP CODE
NAME OF LESSEE (PERSON LEASING VEHICLE)	DRIVER LICENSE NO., SOC. SEC. NO., OR FEIN	DATE OF BIRTH	
LESSEE'S SC RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE	ZIP CODE
LESSEE'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE

SECTION F - LIEN INFORMATION If you are a lienholder, are you a SC EIT participant? ☐ YES ☐ NO

CUSTOMER NO., OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	
CUSTOMER NO., OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	

EXHIBIT

3

exhibitsticker.com

JOHN GLENN JR
1315 NORTH BOULEVARD
ANDERSON, SC 29621

13020

1376

67-150/532

8/16/16

Date

PAY
to the order of Raymond Henry Thomas \$ 6,000.00
SIX THOUSAND 00
Dollars



BRANCH BANKING AND TRUST COMPANY
1-800-BANK-BBT BBT.com

For

Signature

⑆053201607⑆0005224833937⑆01376

MasterCard

ELECTRONICALLY FILED - 2022 Feb 16 11:55 AM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

EXHIBIT

B

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

Glenn Mechanical,

Plaintiff,

-vs-

Sihierh Smith,

Defendant.

Plaintiff's Memorandum in Opposition to
Defendant's Motion for Summary Judgment

Case No.: 2019-CP-04-1212

The Court should deny the Defendant, Sihierh Smith's Motion for Summary Judgment for the following reasons:

I. BACKGROUND

This action for claim and delivery was filed for a 2016 Toyota 4-Runner with VIN#JTEZU5JR4G5134086 on June 28, 2019 and subsequently a restraining order was filed on July 22, 2019. As set forth in the affidavit of John Glenn, Jr., the managing partner of the Plaintiff, which was filed with the claim and delivery in this action, the Defendant Sihierh Smith, had been employed as the office manager for Glenn Mechanical since 2016. As part of her job, Glenn Mechanical purchased and provided the Plaintiff a white 2016 Toyota 4-Runner with VIN#JTEZU5JR4G5134086. At the time of purchase, the Defendant wrongfully placed the title of said vehicle in her name personally. Attached hereto is the original Bill of Sale showing the purchaser as being Glenn Mechanical, LLC and the purchase price of said vehicle was paid by John Glenn, Jr., in the amount of \$36,400.00 and another payment in the amount of \$6,000.00. Also attached hereto, is the documents in which the vehicle was placed in the Defendant's name, which was done without Plaintiff's knowledge or consent. Also attached hereto is the affidavit and deposition excerpts of Matthew Pierce, who was in a relationship with the Defendant at the time of the purchase of this vehicle, and attest to the actions and conduct of the Defendant and having her name put on the title. Further attached are the deposition excerpts of Scott Jason Brown who was the salesperson at Ralph Hayes Toyota who sold the subject vehicle and testified that after a hold up on the sale, the vehicle was to be titled in name of Glenn Mechanical, LLC.

II. STANDARD OF REVIEW

Summary judgment is appropriate where there is no genuine issue of material fact and it is clear the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRPC. In

determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994). See *Hancock v. Mid-South Management Comp., Inc.*, 381 S.C. 326, 673 S.E.2d 801 (2009) (South Carolina State Supreme Court holding that 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 in order to withstand a motion for summary judgment)

III. THERE IS A GENUINE ISSUE OF MATERIAL FACT THAT PRECLUDES SUMMARY JUDGMENT IN THIS MATTER

As outlined by the background above, there is a Bill of Sale for the subject vehicle in the name of Glenn Mechanical, LLC. John Glenn, Jr., the managing partner of the Plaintiff did not know nor consent to the subject vehicle being placed in the Defendant's name. Glenn paid for the vehicle and Defendant's live-in boyfriend at the time, Matthew Pierce testified that Defendant wrongfully put the vehicle in her name because she had the paperwork and Glenn wouldn't know. Scott Jason Brown, the salesperson at Ralph Hayes Toyota testified the vehicle was to be titled in name of Glenn Mechanical, LLC. The Defendant went to Ralph Hayes Toyota alone and spoke to Stanley C. Ukadike in the finance office and wrongfully had the vehicle put in her name. The Title Clerk referenced in the Defendant's motion had no contact with either party and by the time she received the paperwork the vehicle had already been wrongfully placed in Defendant's name.

The pleadings, depositions, answers to interrogatories and requests to produce, together with the affidavits in this case show there is a genuine issue of material fact that precludes summary judgment.

IV. CONCLUSION

For the reasons stated above, Defendant's Motion for Summary Judgment should be denied in its entirety.

Respectfully submitted,

S/William N. Epps III
William N. Epps III
EPPS & EPPS, LLC
230 W. Whitner Street
Anderson, SC 29621
(864) 224-2111
Attorneys for the Plaintiff

May 30, 2022

State of South Carolina)
)
County of Anderson)

AFFIDAVIT

The undersigned, John Glenn, Jr., as managing partner for Glenn Mechanical, LLC, does hereby swear and affirm the following:

1. Defendant, Sihierh Smith, has been employed as the office manager for Glenn Mechanical since 2016. As part of her job, Glenn Mechanical purchased and provided Defendant a white 2016 Toyota 4 Runner with VIN# JTEZU5JR4G5134086. At the time of purchase, the Defendant wrongfully placed the title of said vehicle in her name personally.
2. The Defendant was terminated from her position as office manager on June 17, 2019, at which time I requested she return the vehicle. After initially agreeing to its return, despite repeated requests, the Defendant has failed and refused to return the same.
3. The undersigned is informed and believes that the vehicle in question is in danger of being wrongfully disposed of or concealed by the Defendant which would cause irreparable harm to the Plaintiff.

SWORN TO before me this 27th
Day of June, 2019.



NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 5/22/23



John Glenn, Jr., Managing Partner
Glenn Mechanical, LLC

Telephone (864) 226-1571
FAX (864) 224-1174
www.ralphhayestoyota.com

RALPH HAYES TOYOTA

3525 Clemson Blvd.
P.O. Box 5058
ANDERSON, SC 29621

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO THE FEDERAL
ARBITRATION ACT ("FAA") 9 U.S.C. § 1 ET SEQ. OR IF
AND ONLY IF THE FAA DOES NOT APPLY, THEN
PURSUANT TO THE SOUTH CAROLINA UNIFORM
ARBITRATION ACT, S.C. CODE ANN. § 15-42-10 ET SEQ.
THE TERMS AND CONDITIONS OF ARBITRATION ARE
CONTAINED IN THE DEALERSHIP'S ARBITRATION
POLICIES AND PROCEDURES.

CUST# 105229
DEAL# 57043
Purchaser Ins. Info:
Co. _____

Policy No. _____

Dates _____ to _____

Agent _____

Agent Address _____

Purchaser GLENN MECHANICAL LLC

Address 525 N MAIN ST

Date JUL 27th, 20 16

Stock No. 13020

Sell Price 41901.00

Less Disc. N/A

Net S.P. 41901.00

DEDUCT:

Inventory _____

G.P. _____

I hereby agree to purchase from you under the terms & conditions specified, the following:

Quantity 1 Year 2016 Make TOYOTA Model 4RUNNER Body Style 4DR RWD V6 LTD

XXNew
Used

Serial Number JTEZU5JR4G5134086 Color _____ Engine _____ License No. _____

1.	CASH SELLING PRICE, INC. EXTRAS	41901.00
2.	LICENSE PLATES, TRANSFER & TITLE	25.00
3.	SALES TAX	300.00
4.	Closing Fee	174.00
5.	TOTAL CASH SELLING PRICE	42400.00
6.	TRADE-IN: Make <u>KIA</u> Body Style <u>4DR SDN 2.4L</u> Year <u>2011</u> Serial No. <u>KNAGM4A72B5182194</u> Insp. No. _____ Engine _____ Transmission _____ A/C _____ License _____	
	ALLOWANCE ON TRADE-IN	6000.00
	LESS PAY OFF TO:	N/A
	NET ALLOWANCE ON TRADE-IN	6000.00
7.	CASH PAYMENT	36400.00
8.	DEPOSIT	N/A
9.	OTHER	N/A
10.	TOTAL DOWN PAYMENT	42400.00
11.	UNPAID BALANCE (4-10)	N/A
12.	LIFE INS. \$ <u>N/A</u> A&H\$ <u>N/A</u>	N/A
13.	AUTO INSURANCE	N/A
14.	AMOUNT FINANCED (11 + 12 + 13)	N/A
15.	FINANCE CHARGE	N/A
16.	TOTAL OF PAYMENTS	42400.00
17.	DEFERRED PAYMENT PRICE (10 + 16)	N/A
	TIME BALANCE PAYABLE IN <u>1</u> MONTHLY INSTALLMENTS OF \$ <u>0.00</u> (ANNUAL PERCENTAGE RATE <u>0.00</u> %)	
	EACH BEGINNING <u>JUL 28th</u> <u>20 16</u>	

DISCLAIMER OF WARRANTIES

I have read this Contract and understand that selling Dealer makes no warranties express or implied with respect to the sale of the vehicle described herein. ANY DESCRIPTION CONTAINED IN THIS CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE VEHICLE SOLD AND DOES NOT CONSTITUTE A WARRANTY THAT THE VEHICLE SHALL CONFORM TO THAT DESCRIPTION. THE ONLY WARRANTIES, IF ANY, APPLYING TO THIS VEHICLE ARE THOSE THAT MAY BE OFFERED BY THE MANUFACTURER. THOSE WARRANTIES ARE PROVIDED, IF AT ALL, OUTSIDE OF THIS CONTRACT. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Dealer does not assume, nor authorizes any other person to assume for it, any liability in connection with the sale of this vehicle. PURCHASER AGREES THAT PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS SALE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. The undersigned Purchaser expressly accepts the above described vehicle as being in satisfactory condition at the time of sale.

Purchaser Signature _____

Co-Buyer Signature _____

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, with respect to this sale, and that this Contract contains the entire agreement between the selling Dealer and the Purchaser and that, consequently, no course of prior dealing or usage of the trade shall be relevant to supplement or explain any terms used in this Contract.

Salesman's Name: SCOTT J BROWN

Finance STANLEY C UKADIKE

Sto. No. _____



South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2016 Make TOYOTA Model Type 4RUNNER Body Type 4DR RWD V6 L
VIN (Vehicle Identification Number) JTEZU5JR4G5134086

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, GLENN MECHANICAL LLC (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION (Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure. I state that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

GLENN MECHANICAL LLC

07/27/2016

(Transferor's Signature)

(Printed Name)

(Date of Statement)

525 N MAIN ST ANDERSON SC 29621

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)

(Printed Name of Individual Signing as Transferee)

RALPH HAYES TOYOTA SCION

3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14) (PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____ (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.



South Carolina Department of Motor Vehicles

POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2011 Make KIA Model Type OPTIMA Body Type 4DR SDN 2.4L
VIN (Vehicle Identification Number) KNAGM4A72B5182194

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, GLENN MECHANICAL LLC (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION (Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure. I state that the odometer now reads 80411 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

☒ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

GLENN MECHANICAL LLC

07/27/2016

(Transferor's Signature)

(Printed Name)

(Date of Statement)

525 N MAIN ST ANDERSON SC 29621

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)

(Printed Name of Individual Signing as Transferee)

RALPH HAYES TOYOTA SCION

3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14)

(PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____ (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.

**AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE**
(Entire Form Must Be Typed or Printed)

No. 42862001

Personally appeared before me GLENN MECHANICAL LLC N/A
(Seller) (Dealer Retail Tax #)

525 N MAIN ST ANDERSON ANDERSON SC 29621
(Address)

who being duly sworn, deposes and says that on the 27th day of JULY, 202016,
he sold the following motor vehicle: Make KIA Model OPTIMA
Year 2011 Identification (Serial) No. KNAGM4A72B5182194
License No. _____ to RALPH HAYES TOYOTA SCION
(Buyer)

3525 CLEMSON BLVD. ANDERSON SC 29621
(Street) (City) (County) (State) (Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____
Address _____ Date _____

I certify that the odometer now reads 80411 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. **WARNING - ODOMETER DISCREPANCY**

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Property Tax Section

Check One:

_____ Purchase License Plate

D.L. Number _____

License Plate Issued _____

XX _____ Transfer License Plate

Signature of Buyer/if purchasing plates _____

Property taxes will be due in 120 days


(Signature of Seller)
GLENN MECHANICAL LLC
(Print Seller's Name)

(Signature of Buyer)
RALPH HAYES TOYOTA SCION
(Print Buyer's Name)

South Carolina

SC USA

DRIVER'S LICENSE

CL

DL#

GLENN JOHN WILLIAM JR

08-21-1976



DOB: [REDACTED]
Issued: 05-15-2013
Expires: 08-21-2023
Class: D
Sex: M
Weight: 225
Height: 6-02
Restrict: A
Endorse: None



040004 M02

Governor

Date: Fri, 30 Aug 2019 03:53:23 PM EDT
From: Celeste Shaw <celeste.shaw@grandsouth.com>
To: "rtuner@ralphhayestoyota.com" <rtuner@ralphhayestoyota.com>
Subject: copy of check \$36,400

Here is the copy of the check you requested. Also pdf attached.
Have a great weekend!

JOHN GLENN JR
ANDERSON, SC 29621

13020

1451
67-160/532

8/1/16

PAY *to the order of* RALPH HAYES Toyota \$ 36,400.00

THIRTY SIX THOUSAND FOUR HUNDRED Dollars



BRANCH BANKING AND TRUST COMPANY
1-800-BANK BB&T BB&T.com

For

Signature

[Handwritten Signature]

121

Michael Clarke

0003290712

>053207957<
GrandSouth Bank #003
2016-08-02
0003290712
Batch 81802294

FOR DEPOSIT ONLY
TO THE ORDER OF
RALPH HAYES MOTORS

ENDORSE HERE

Celeste Shaw
Banking Services Representative
864-224-2424
864-622-0607 direct
celeste.shaw@grandsouth.com

GrandSouth
BANK

QB32B1.pdf (179K)

JOHN GLENN JR
ANDERSON, SC 29621

13020

1376
67-180/532

8/16/16
Date

PAY to the order of PAUL HENRY TAYLOR \$ 6000.00
SIX THOUSAND Dollars



BRANCH BANKING AND TRUST COMPANY
1-800-BANK-BBT BBT.com

For _____ Signature _____

Notary Clerk

Ralph Hayes TOYOTA

3525 Clemson Blvd., Anderson SC 29621
(864) 326-2571
www.RalphHayesToyota.com

DATE: 7/27/2016

CUSTOMER: Sihierh Hossein-Beik Smith

VEHICLE STOCK #: 13020 Toyota 4Runner

SALESPERSON: Scott Brown

VEHICLE TRADE #1: Kia Optima

DEAL NUMBER: 57043

VEHICLE TRADE #2:

DESK MANAGER:

SALES DESK REVIEW

- ☒ BUYERS ORDER
- ☒ WE OWE
- ☒ PRIVACY
- ☒ AGREEMENT TO PROVIDE INS
- ☐ CREDIT APP
- ☐ BUYERS GUIDE
- ☐ CARFAX
- ☐ TRADE TITLE / PAYOFF QUOTE
- ☒ COPY OF DL
- ☒ COPY OF INSURANCE
- ☒ COPY OF REGISTRATION OR TAG

DEALER TRADES / LOCATES

- ☐ SIGNED COPY OF VEHICLE EXPECTED
- ☐ W/ADDS AND DELETES

SALES MANAGER APPROVAL

FINANCE REVIEW

- ☐ MENU COMPLETED AND SIGNED
- ☐ INSURANCE VERIFIED
- ☐ ALL DOCUMENTS SIGNED
- ☐ BANK APPROVAL / BANK USED
- ☐ CHECK COPIED / CASH RECEIPTED
- ☐ F&I MGR RESPONSIBLE FOR ACCEPTING CASH
- ☐ ARBITRATION CLAUSE
- ☐ CASH DEAL / FINANCE DEAL

FINANCE MANAGER APPROVAL

Telephone (864) 226-1571
 FAX (864) 224-1174
 www.ralphhayestoyota.com
 COST# 105007
 DEAL# 57043

RALPH HAYES TOYOTA

3525 Clemson Blvd.
 P.O. Box 5058
 ANDERSON, SC 29621

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
 ARBITRATION PURSUANT TO THE FEDERAL
 ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ. OR IF
 AND ONLY IF THE FAA DOES NOT APPLY, THEN
 PURSUANT TO THE SOUTH CAROLINA UNIFORM
 ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ.
 THE TERMS AND CONDITIONS OF ARBITRATION ARE
 CONTAINED IN THE DEALERSHIP'S ARBITRATION
 POLICIES AND PROCEDURES.

Purchaser Ins. Info:

Co. _____
 Policy No. _____
 Dates _____ to _____ Date JUL 27th 16
 Agent _____
 Agent Address _____
 Purchaser _____
 Address 507 INGLEWOOD CIRCLE City STARR County ANDERSON State SC Zip 29664

13020
 Stock No. 41901.00
 Sell Price _____
 Less Disc. N/A
 Net S.P. 41901.00
 DEDUCT:
 Inventory _____
 G.P. _____

I hereby agree to purchase from you under the terms & conditions specified, the following:

XX

Quantity 1 Year 2016 Make TOYOTA Model 4RUNNER Body Style 4DR RWD V6 LTD

New
 Used

JTEZU5JR4G5134086

Serial Number _____ Color _____ Engine _____ License No. _____

1.	CASH SELLING PRICE, INC. EXTRAS	41901.00
2.	LICENSE PLATES, TRANSFER & TITLE	15.00
3.	SALES TAX / IMF	300.00
4.	Closing Fee	174.00
5.	TOTAL CASH SELLING PRICE	42480.00
6.	TRADE-IN: Make _____ Body Style _____ Year _____ Serial No. _____ Insp. No. _____ Engine _____ Transmission _____ A/C _____ License _____	
	ALLOWANCE ON TRADE-IN	N/A
	LESS PAY OFF TO:	N/A
	NET ALLOWANCE ON TRADE-IN	N/A
7.	CASH PAYMENT	36400.00
8.	DEPOSIT	6000.00
9.	OTHER	N/A
10.	TOTAL DOWN PAYMENT	12400.00
11.	UNPAID BALANCE (4-10)	N/A
12.	LIFE INS. \$ A & H \$	N/A
13.	AUTO INSURANCE	N/A
14.	AMOUNT FINANCED (11 + 12 + 13)	N/A
15.	FINANCE CHARGE	N/A
16.	TOTAL OF PAYMENTS	42400.00
17.	DEFERRED PAYMENT PRICE (10 + 16)	N/A
	TIME/BALANCE PAYABLE IN 16 MONTHLY INSTALLMENTS OF \$ 0.00	
	EACH BEGINNING 20 (ANNUAL PERCENTAGE RATE _____ %)	

DISCLAIMER OF WARRANTIES

I have read this Contract and understand that selling Dealer makes no warranties express or implied with respect to the sale of the vehicle described herein. ANY DESCRIPTION CONTAINED IN THIS CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE VEHICLE SOLD AND DOES NOT CONSTITUTE A WARRANTY THAT THE VEHICLE SHALL CONFORM TO THAT DESCRIPTION. THE ONLY WARRANTIES, IF ANY, APPLYING TO THIS VEHICLE ARE THOSE THAT MAY BE OFFERED BY THE MANUFACTURER. THOSE WARRANTIES ARE PROVIDED, IF AT ALL, OUTSIDE OF THIS CONTRACT. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Dealer does not assume, nor authorizes any other person to assume for it, any liability in connection with the sale of this vehicle. PURCHASER AGREES THAT PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS SALE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. The undersigned Purchaser expressly accepts the above described vehicle as being in satisfactory condition at the time of sale.

Purchaser Signature _____

Co-Buyer Signature _____

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, with respect to this sale, and that this Contract contains the entire agreement between the selling Dealer and the Purchaser and that, consequently, no course of prior dealing or usage of the trade shall be relevant to supplement or explain any terms used in this Contract.

Salesman's Name SCOTT J BROWN

Finance STANLEY C UKADIKE

Sto. No. _____

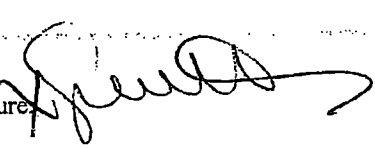
Ralph Hayes
TOYOTA

ELECTRONICALLY FILED - 2022 May 31 9:24 AM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

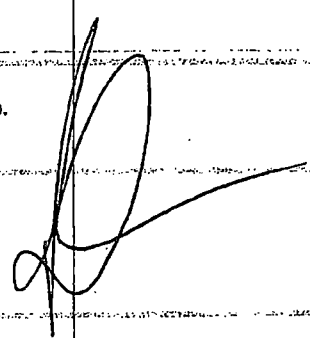
BUYER		CO-BUYER		Deal #: 57043	
SILVER HOSEIN-BEK SMITH				Deal Type: Retail	
				Deal Date: 07/27/2016	
Home #: (864) 934-1110		Home #:		Print Time: 02:56pm	
Work #:		Work #:		Salesperson: SCOTT J BROWN	
VEHICLE					
New ☒	Stock #:	Description:	VIN:	Mileage:	
Used ☐	13020	2016 TOYOTA 4RUNNER	JTEZU5JR4G5134086		
Demo ☐					
TRADE					
Vehicle: 2011 KIA OPTIMA 4DR SDN 2.4L... VIN: KNAGM4A72B5182194 Mileage: 80,411 Allowance: \$ 6,000.00 Payoff: \$ 0.00					
Sale Price: \$ 41,901.00 Total Financed Aftermarkets: \$ 0.00 Total Trade Allowance: \$ 6,000.00 Trade Difference: \$ 35,901.00 Documentary Fee: \$ 174.00 State & Local Taxes: \$ 300.00 Total License and Fees: \$ 25.00 Total Cash Price: \$ 36,400.00 Total Trade Payoff: \$ 0.00 Delivered Price: \$ 36,400.00 Cash Down Payment + Deposit: \$ 0.00 Unpaid Balance: \$ 36,400.00			PAYMENTS Option 1: (lease) Mileage Program: 12,000 Annual Planned Miles: 12,000 Cash \$0.00 36 mth @ 0000000 \$ 1,068.83		

NOTICE OF SALESPERSON AUTHORITY:

This proposal is not valid unless signed and accepted by a Sales Manager or an Officer of the Dealership.

Signature: 

Date: 07/27/2016

Accepted By: 

Co-buyer:

Date:

Title:

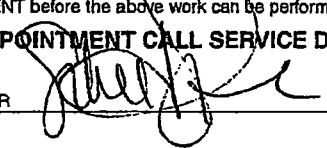
Ralph Hayes Toyota - WE OWE

NAME	SIHIERH HOSSEIN-BEIK	STK. NO.		NEW	USED
ADDRESS		YEAR	2016	MAKE	Toyota
CITY	Starr	STATE	SC	MODEL	4Runner
E-MAIL		ZIP	29684	SERIAL NO.	JTEZU5JR4G5134086
PHONE - HOME NO.		WORK NO.		CELL NO.	
SALES PERSON				Scott Brown	
				DEL. DATE	

QTY.	NAME OF ITEM	PART	LABOR
	SOLD AS EQUIPPED		

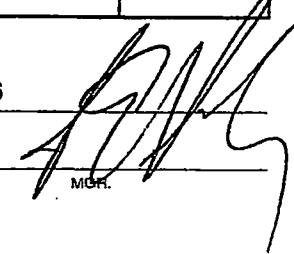
I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER 

DATE 7/27/2016

APPROVED


MGR.

FACTS**WHAT DOES RALPH HAYES TOYOTA
DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

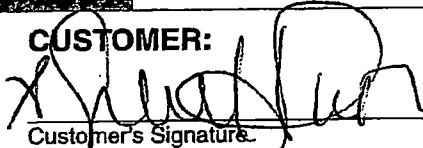
- Social Security number and income
- Account balances and payment history
- Credit history and employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Ralph Hayes Toyota chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Ralph Hayes Toyota share?	Can you limit this sharing?
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes —to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes —Information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes —Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call (864) 226-1571 or go to ralphhayestoyota.com	

CUSTOMER:


Customer's Signature

SIHIERH HOSSEIN-BEIK SMITH

Customer's Name (Printed)

207 Inglewood Cir

Customer's Address

Starr

SC 29684

City, State, Zip


 Social Security No.


 Date of Birth

Date

CUSTOMER:

Customer's Signature

Customer's Name (Printed)

Customer's Address

City, State, Zip

Social Security No.

Date of Birth

Date

Who we are**Who is providing this notice?****Ralph Hayes Toyota****What we do****How does Ralph Hayes Toyota protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Ralph Hayes Toyota collect my personal information?

We collect your personal information, for example, when you

- apply for financing or apply for a lease
- provide employment information
- give us your contact information or show your driver's license

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

■ *Ralph Hayes Toyota does not share with any affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

■ *Ralph Hayes Toyota does not share with any nonaffiliates so they can market to you.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

■ *Ralph Hayes Toyota does not jointly market.*

Scott

AGREEMENT TO PROVIDE ACCIDENTAL PHYSICAL DAMAGE INSURANCE

To provide protection against serious financial loss should an accident or damage occur, I understand that my installment contract requires that the vehicle be continuously covered with insurance against the risks of fire, theft and collision, and that failure to provide such insurance gives the lienholder listed below the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested that the policy contains a loss payable endorsement in favor of lienholder.

Lienholder: _____

NAMED INSURED: FIRST Sihierh		MIDDLE Hossein-Beik	LAST Smith
ADDRESS	NUMBER AND STREET	CITY Starr	STATE ZIP CODE SC 29684
TEL. NO.	DRIVER'S LICENSE #		
NAMED PURCHASER: FIRST Sihierh		MIDDLE Hossein-Bei	LAST Smith
ADDRESS	NUMBER AND STREET	CITY Starr	STATE ZIP CODE SC 29684
TEL. NO.			

VEHICLE INSURED:

YEAR 2016	MAKE Toyota	BODY RWD 4dr V6 Limited	MODEL 4Runner	VIN JTEZU5JR4G5134086

VEHICLE USE: ☐ Private Passenger, ☐ Commercial Auto and Trailer
☐ Radius of Haul ☐ Public Livery, ☐ All Other

INSURANCE AGENT: PLEASE PRINT CLEARLY FULL AND EXACT ADDRESS TO APPEAR IN WINDOW ENVELOPE

NAME	KEN SULLIVAN		
ADDRESS	1701 Sandfer Blvd		
CITY	Seneca	STATE SC	ZIP CODE 29678
AGENT'S TELEPHONE NUMBER	(864) 882-9224		

AGENT'S COMMENT:

INSURANCE CARRIER:

NAME	STATE FARM		
POLICY NUMBER	1052952A3140E		
DATE THIS VEHICLE RECOVERED	FROM: 7-28-16	TO: 8-28-16	
COVERAGE			
☐ Collision <u>250</u> Deductible ☐ Type: ☐ BROAD FORM OR STANDARD ☐ LIMITED (NOT ACCEPTABLE) ☐ Comprehensive <u>500</u> Deductible ☐ Fire-Theft			

NAMED INSURED

SIGNS _____

7/27/2016

DATE

DEALER CONFIRMATION:

☒ AGENCY	☐ INSURANCE CARRIER	NAME OF PERSON CONTACTED Kam	ABOVE LIENHOLDER LISTED AS LOSS PAYEE ☐ YES ☐ NO
Confirmed By _____		Date 7/27/2016	

DEALER
SIGNS _____

DEALER _____

ARBITRATION POLICIES AND PROCEDURES

PLEASE REVIEW-IMPORTANT-AFFECTS YOUR LEGAL RIGHTS

1. BOTH THE DEALER AND CUSTOMER(S) SHALL HAVE THE RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED IN ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. YOU AGREE TO GIVE UP THE RIGHT TO PARTICIPATE AS A PRIVATE ATTORNEY GENERAL, CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT.
4. THIS AGREEMENT SUPERSEDES ALL PRIOR DISCUSSIONS, ARRANGEMENTS, NEGOTIATIONS AND OTHER COMMUNICATIONS, IF ANY, ON DISPUTE RESOLUTION.

In this Arbitration Agreement, "Customer," "you," and "your" refers to the customer(s) signing below. "Dealer," "we," "us," and "our" refer to the Dealer signing below as well as any other affiliated entity, parent or subsidiary, their successors and assigns and all of their owners, shareholders, managers and agents, and anyone to whom the Dealer assigns this Arbitration Agreement. You agree that Dealer's Policies and Procedures govern any arbitration between the parties. A copy of the Policies and Procedures is available upon request.

Any claim, counterclaim, third party claim, cross-claim, dispute or controversy between Dealer and Customer, as well as between Customer and Dealer's employees, agents, affiliate companies or persons, successors and assigns, whether in contract, tort or otherwise, arising from or relating to the repair or servicing of the vehicle listed on this Repair Order or Estimate or any resulting transaction or relationship (including any such relationship with third parties who do not sign your purchase or finance contract), or the validity, enforceability, or scope of this Agreement, shall be resolved by neutral, binding arbitration. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Agreement shall not apply to such claim or dispute. This Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act ("FAA"), 9 U.S.C. 1-16 and shall be governed by the FAA. If and only if the FAA does not apply, then by any applicable state law concerning arbitration. You agree that there will be no right to participate as a class or group representative, private attorney general, or class or group member of any class or group claim against Dealer, including any right to class or group arbitration or any consolidation of individual arbitrations.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. You and we retain any rights to bring an action individually to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by Dealer or Customer.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the Policies and Procedures. The arbitrator shall apply governing substantive law in making an award, but may not add to, modify, invalidate or ignore any provision of the Agreement or the Policies and Procedures. The arbitration hearing shall be conducted in the federal district where this Arbitration Agreement was executed. The party filing arbitration shall pay a \$250 filing fee. We will advance any additional administration, arbitration, or hearing fee up to a maximum of \$1,500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Thereafter, each party shall share equally in any administration, arbitration, or hearing fee. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000 or includes an award of injunctive relief against a party, that party may request a new arbitration under the Policies and Procedures. The appealing party requesting new arbitration shall be responsible for any filing fee and other arbitration costs subject to a final determination by the arbitrator(s) of a fair apportionment of costs. Any court having jurisdiction may enter judgment on the arbitrator's award.

If any provision of this Agreement is determined to be unenforceable other than the waiver of the right to participate in a class or consolidated arbitration, then the remainder shall be given full force and effect. This Agreement shall survive the termination of any and all of Customer's business with Dealer. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, is agreed to be the last Agreement entered into with respect to its subject matter, and supersedes all prior discussions, arrangements, negotiations and other communications, if any, on dispute resolution.

7/27/16
Date

Customer(s)

7/27/16
Date

Dealer, Ralph Hayes Toyota



South Carolina Department of Motor Vehicles
Motor Vehicle and Truck Demonstration Certificate

MV-38
(Rev. 09/07)

- ☐ MOTOR VEHICLE DEMONSTRATION CERTIFICATE (EXPIRES IN 7 DAYS)
☐ TRUCK DEMONSTRATION CERTIFICATE (EXPIRES IN 3 DAYS)
(16,000 GVW OR GREATER)

Ralph Hayes Toyota
Dealership Name

39003
Dealer License Number

X629032
Dealer Plate Number

Schierh Hussein-Beik Smith
Complete Name of Prospective Purchaser

7-25-16
Beginning Date

7-26-16
Ending Date

Signature of Authorized Dealer

57043



South Carolina Department of Motor Vehicles

POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2016 Make TOYOTA Model Type 4RUNNER Body Type 4DR RWD V6 L

VIN (Vehicle Identification Number) JTEZU5JR4G5134086

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, SIHIERH HOSSEIN-BEIK SMITH (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION

(Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

SIHIERH HOSSEIN-BEIK SMITH

07/27/2016

(Transferor's Signature)

(Printed Name)

(Date of Statement)

STARR SC 29684

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)

(Printed Name of Individual Signing as Transferee)

RALPH HAYES TOYOTA SCION 3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14)

(PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____, (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.

AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

No. 42860544

Personally appeared before me _____

(Seller)

(Dealer Retail Tax #)

(Address)

who being duly sworn, deposes and says that on the _____ day of _____, 20____

he sold the following motor vehicle: Make _____ Model _____

Year _____ Identification (Serial) No. _____

License No. _____ to _____

(Buyer)

(Street)

(City)

(County)

(State)

(Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____

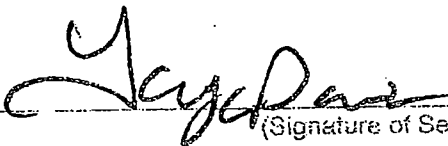
Address _____ Date _____

I certify that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.



(Signature of Seller)

(Print Seller's Name)



(Signature of Buyer)

(Print Buyer's Name)

Property Tax Section

Check One:

_____ Purchase License Plate

D.L. Number _____

License Plate Issued _____

_____ Transfer License Plate

Signature of Buyer/If purchasing plates

Property taxes will be due in 120 days

TOP COPY - TO DIVISION OF MOTOR VEHICLES WITH TITLE AND LICENSING APPLICATION. YELLOW COPY - FOR DEALER'S FILE.
PINK COPY - TO DIVISION OF MOTOR VEHICLES IF NEW TAGS ARE TO BE OBTAINED. GOLDENROD COPY - TO BUYER.

ELECTRONICALLY FILED - 2022 May 31 9:24 AM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

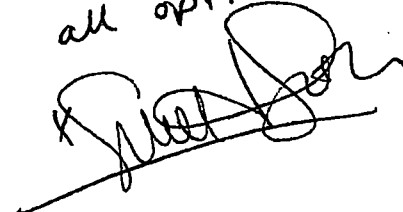
Prepared for SIHIERH HOSSEIN-BEIK SMITH by Ralph Hayes Toyota

2016 TOYOTA 4RUNNER SR5 - JTEZU5JR4G5134086 - 162 Miles

Base COD Amount: \$36,400.00

Selling Price: \$41,901.00 Trade Allowance: \$6,000.00 Payoff Amt: \$0.00 Cash Down: \$0.00 Rebate: \$0.00 Deposit: \$0.00

		Basic	Economy
Vehicle Protection Plan Term: 7/100000 Deductible: \$0 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage	Vehicle Protection Plan Term: 7/100000 Deductible: \$0 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage	Vehicle Protection Plan Term: 7/100000 Deductible: \$0 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage	Vehicle Protection Plan Term: 7/100000 Deductible: \$0 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage
Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service	Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service	Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service	
Road Hazard Tire Term: 60/999999 • Deluxe Plan • Helps pay for repairs to tires/wheels damaged by covered road hazards • \$40 per tire for repair; \$5000 lifetime - maximum benefit for tire/wheel replacement	Road Hazard Tire Term: 60/999999 • Deluxe Plan • Helps pay for repairs to tires/wheels damaged by covered road hazards • \$40 per tire for repair; \$5000 lifetime - maximum benefit for tire/wheel replacement		
LoJack Vehicle Recovery System Lojack • Theft System • #1 stolen vehicle recovery system in the world • Backed by law enforcement - 90%			
Simoniz • Interior and Exterior Protection for your Vehicle • Exterior Coverage: Acid Rain, Tree Sap, - Bird Waste, Insects and more • Interior Protection Coverage: Seats (Cloth or Leather), Carpet, Area & Fabrics/Leather Door Trim and more • No Deductible • Lifetime Warranty • Coverages Available			
\$41,063.00	\$39,769.00	\$39,400.00	\$38,400.00

I decline
all options


For exact coverages, exclusions, and limitations of the above optional value added products that you have selected, please refer to the specific product contract. Payments listed above are estimates. For specific payment information, please refer to the product contract. The purchase of value added products is NOT required in order to obtain financing or to lease/purchase a vehicle. Each value added optional product may be purchased separately.

Signature _____

Prepared By: STAN UKADIKE 7/27/2016 3:20:58 PM

Note: RALPH HAYES TOYOTA is solely responsible for the language of this document and used a software program provided by DealerTrack to create this document.

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ELECTRONICALLY FILED - 2022 May 31 9:24 AM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

CERTIFICATE OF ORIGIN FOR A VEHICLE

TOYOTA

DATE 07/20/16	INVOICE NO. 1932683
VEHICLE IDENTIFICATION NO. JTEZU5JR4G5134086	YEAR 2016
BODY TYPE UT 4X2 LIMITED V6	MAKE TOYOTA
H.P. (SAE) 270	SHIPPING WEIGHT 4359
G.V.W. 06100	SERIES OR MODEL 4RUNNER
NO. CYLS. 6	8648 J
CAPACITY 1614	ENGINE NUMBER 1GRB363121
	01785

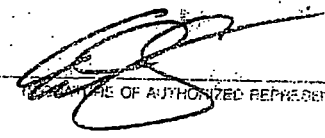
I, the undersigned, authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

RALPH HAYES TOYOTA
3525 CLEMSON BLVD., POB 5058
ANDERSON SC 29903

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

CERTIFIED FOR ALL 50 STATE EMISSIONS **SOUTHEAST TOYOTA DISTRIBUTORS, LLC**

BY:  President
(NAME OF AUTHORIZED REPRESENTATIVE) (AGENT)

8009394544

DEERFIELD BEACH, FLORIDA
CITY - STATE

South Carolina DRIVER'S LICENSE

DL# [REDACTED] SMITH, SHIERH HOSEIN, [REDACTED]

04-20-1984



DOB: [REDACTED]
Issued: 05-20-2013
Expires: 05-20-2018
Sex: D
Eye: F
Height: 5'05"
Weight: 125
Complexion: F-04
Assessment: A
Education: None



IMPORTANT - ID
FOLD TOP AND BOTTOM OF CARD ON PERFORATION

**SOUTH CAROLINA
INSURANCE CARD**

State Farm Mutual Automobile Insurance Company
INSURED HOSEIN BEN, ABRAHIM

POLICY NUMBER: 105 2952-231-40E EFFECTIVE
YR 2011 MAKE KIA JAN 31 2018 TO JUL 31 2016
MODEL OPTIMA VIN. KNAGM4A72B5182194
AGENT KIM SULLIVAN
PHONE (864)882-8224 NAIC 25178 1386-A1F
A BODILY INJURY/PROPERTY DAMAGE LIABILITY
D 250 DEDUCT COMPREHENSIVE
G 500 DEDUCT COLLISION
H, R1, U, W

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

1491/10117

141282.1 05-14-2012 (01pcsc1b)

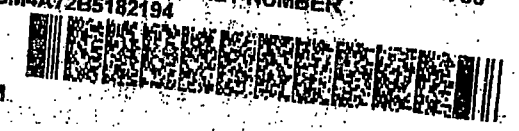
KEEP
THIS CARD IS INVALID IF THE POLICY FC
KEEP YOUR CURRENT CARD U

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER GMU441
PLATE CLASS RP1
ISSUE DATE 1/14/2015
PLATE EXP. 10/2016
DECAL EXP. 10/2015
VIN KNAGM4A72B5182194
YEAR 2011
MAKE KIA
BODY 4S
MODEL OPTIM
VEHICLE TYPE 1
EMPTY/GVV 3223

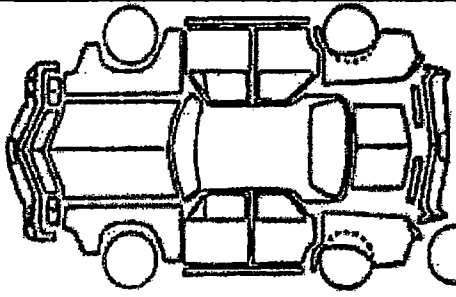
TITLE 772060280926264 B
EQUIPMENT NO.
COUNTY 37
VEHICLE NO. 21950766
FLEET NUMBER



CUSTOMER NO. 23856079
SMITH, SHIERH HOSEIN, [REDACTED]

APPRAISAL RECORD

DATE 7/27/2016

Owner's Name <u>Sihierh Hossein-Beik Smith</u>		Year <u>2011</u> Make <u>Kia</u>	Model <u>Optima</u>						
Street Address <u>[REDACTED]</u>		Body Style	Color						
City <u>Starr</u>	Zip <u>29684</u>	Phone <u>[REDACTED]</u> Trim Level	Miles <u>80411</u>						
Sales Representative <u>Scott Brown</u>		VIN No.	<u>KNAGM4A72B5182194</u>						
8 Cyl.	6 Cyl.	4 Cyl.	CD						
Turbo	Other	—	Cass						
4 X 4	Diesel	None	AM/FM						
		(type)	✓ E Cert. Yes No						
History of Vehicle: No. of Owners _____		MILEAGE ACTUAL	NOT ACTUAL UNVERIFIED						
THIS VEHICLE WAS PREVIOUSLY:		Title in name of: _____							
Salvage Yes No Flood Damaged Yes No Factory Buy Back Yes No		Vehicle Currently Titled In State of: _____							
Has the airbag in this vehicle ever been deployed or disconnected? Yes No		Lien Registered to: _____							
Was this vehicle previously damaged? Yes No In the amount of \$ _____		OWNERS MANUAL YES NO							
All State and Federal mandatory emissions systems are installed and intact? Yes No									
Recent Improvements or Repairs		KEYS 1 OR 2	REMOTES 1 OR 2						
The vehicle described above will be appraised with my permission by Ralph Hayes Toyota, as of this date, based on the description of condition and history as provided by me. I am the legal owner or agent for the above described motor vehicle truthfully represented the vehicle as far back as I am familiar with it.									
Signature of OWNER or AGENT _____		Witness _____							
		EVALUATOR							
		<table border="1"> <tr> <td>RESOURCE A</td> <td>AMOUNT</td> </tr> <tr> <td>RESOURCE B</td> <td>AMOUNT</td> </tr> <tr> <td>RESOURCE C</td> <td>AMOUNT</td> </tr> <tr> <td>RESOURCE D</td> <td>AMOUNT</td> </tr> </table>		RESOURCE A	AMOUNT	RESOURCE B	AMOUNT	RESOURCE C	AMOUNT
RESOURCE A	AMOUNT								
RESOURCE B	AMOUNT								
RESOURCE C	AMOUNT								
RESOURCE D	AMOUNT								
INSPECTION		CURRENT MARKET VALUE							
DETAIL		EQUIPMENT ADJUSTMENT PLUS							
TIRES		EQUIPMENT ADJUSTMENT MINUS							
GLASS		TOTAL COST OF RECONDITIONING							
T/UP & PDR		MILEAGE ADJUSTMENT PLUS OR MINUS							
TOTAL		OFFER TO PURCHASE \$							
		Stock Mileage Limitation _____ Ordered Unit _____ Good Till <u> </u> / <u> </u> / <u> </u>							
		UNLESS OTHERWISE STATED THIS APPRAISAL EXPIRES 15 DAYS FROM THIS DATE AND IS EFFECTIVE ONLY IF THE UNIT IS IN THE SAME CONDITION AS WHEN THE APPRAISED WITH LESS THAN 750 ADDITIONAL MILES.							
		Disposition ☒ W ☒ R ☐ ☐ Buy Bid							

Binder of Insurance

Pending issuance and delivery of a policy pursuant to the application of the insured and to all the terms and conditions of the policy issued by the company the

State Farm Mutual Automobile Insurance Company

Does hereby insure: ABRAHIM HOSSIEN-BEIK
[REDACTED]
[REDACTED]

Policy Number: 105 2952-A31-40E

Year	Make	Vehicle Identification Number (VIN)
2016	TOYOTA 4 RUNNER SR/5 2WD 4D	JTEZU5JR4G5134086

Coverages

Liability
25/50/25

Comprehensive
\$250

Collision Ded
\$500

Effective July 28, 2016, expiring not to exceed thirty (30) days hence and to become void immediately upon the issuance of a policy in place hereof.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Date

7.28.16


Authorized Representative

224-1174

www.mytoyoguard.com

9341110

Call
when back
with Reg

Sihierh

Smith
TOYOGUARD
Deal X-57043

2016 4-Runner

www.mytoyoguardassistant.com

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER GMU441
PLATE CLASS RP1
ISSUE DATE 9/29/2015
PLATE EXP. 10/2016
DECAL EXP. 10/2016
VIN 3TEZU320031349
YEAR 2016
MAKE TOYT
BODY SU
MODEL 4-Runner
VEHICLETYPE
EMPTY/GVV

FILE NO. 20040319172298 A
DOCUMENT NO. 37
VEHICLE NO. 24838569
FLEET NUMBER

85032566

SC-296931349

CUSTOMER NO. 23856078
SMITH, SIHERH HOSSEIN-BEIK

GMU441

South Carolina Code of Law 23-2-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

SMITH, SIHERH HOSSEIN-BEIK
301 SIMPSON ST
WESTMINSTER, SC 29693-1349

DDI Technology

Vehicle Research Report

Report Request Details		Title Check Result Summary	
REPORT REQUESTED	SC	Combined Evaluation	Clear
VIN	JTEZU5JR4G6134086	Vehicle Brands	Clear
REQUESTED BY	Debbie Cochran	Title Status Issue	Clear
REQUESTED DATE	09/03/2019 09:42 AM	Existing Liens	Clear

South Carolina Vehicle Information

VIN	JTEZU5JR4G6134086	MODEL YEAR	2016
MAKE	TOYT	MODEL	4RUNNER
BODY STYLE	SU	EMPTY WEIGHT	4400
GROSS VEHICLE WEIGHT	0	VEHICLE IDENTIFIER	24838569
NEW/USED INDICATOR	N		

Title Record(s)

TITLE NUMBER	0040367383680	STATUS	Current Title
IS ELECTRONIC	No		
Odometer			
ODOMETER	162		
Vehicle Details			
VEHICLE BRANDS		IS LEASE	N
SALVAGE PERCENT	0		
Registration			
REGISTRATION STATUS	ACT	REGISTRATION VEHICLE TYPE	PRIVATE PASSENGER
REGISTRATION ISSUE DATE	6/26/2019		
PLATE EXPIRATION	10/31/2020	PLATE NUMBER	GMU441
PLATE CLASS CODE	RP1	DECAL EXPIRATION DATE	10/31/2019
Owners			
OWNER COUNT	1		
OWNER ORDER	1		
OWNER NAME	SIHERH. HOSSEIN-BEIK SMITH		
ADDRESS			
DMV CUSTOMER NUMBER	23856079	RELATIONSHIP TYPE	
Liens			
No lien information provided by state.			
Insurance			
DMV COMPANY NUMBER	12572	POLICY NUMBER	F.5282876

Report requested by Debbie Cochran for Ralph Hayes Toyota

This report is provided by DDI Technology as part of Premier EVR™. This report includes information from the state combined with analysis of the provided information. Please note that the analysis is dependent on the accuracy of the information provided.

Vehicle information on this report may have been supplemented by data from the National Highway Traffic Safety Administration vin decoder.



DDI Technology

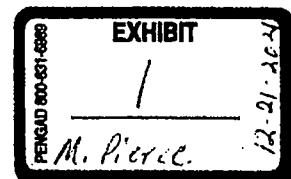
To Whom It May Concern:

My name is Matthew Pierce. I was in a relationship with Sihierh Smith from Spring 2011 until Spring 2018. We lived together from Fall 2011 until Summer 2017. This is the situation as I know it: John Glenn bought Sihierh a new 4Runner work vehicle in late Spring/early Summer 2016. Sihierh told me that John told her that the 4Runnerr would be put in his name. Sihierh also told me that she had all of the paperwork for the vehicle and that she was going to put it in her name anyway.

Sincerely,

Matthew Pierce 9/18/19
Matthew Pierce

Sworn to and Subscribed before me
This 18th day of September, 2019
Musty Davis
Notary Public of South Carolina
My Commission Expires: 1-29-2029



STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS
C.A. NO.: 2019-CP-04-01212

Glenn Mechanical,
Plaintiff,

vs.

Sihierh Smith,
Defendant.

DEPOSITION OF MATTHEW NATHAN PIERCE
(Appearing Via Videoconference)

DATE TAKEN:	December 21, 2021
TIME BEGAN:	10:44 a.m.
TIME ENDED:	11:29 a.m.
LOCATION:	Logan & Jolly, LLP 1805 North Boulevard Anderson, South Carolina
REPORTED BY:	Rusti Davis, Court Reporter LEGAL EAGLE, INC. P. O. Box 5682 Greenville, South Carolina 29606 864-467-1373 depos@legaleagleinc.com

1 APPEARANCES

2
3 NORMAN EPPS, ESQUIRE

4 EPPS & EPPS, LLC

5 230 West Whitner Street

6 Anderson, South Carolina 29622

7 864-224-2111

8 norman@eppsfirm.net

9 Attorney for Plaintiff.

10
11 JAMES W. LOGAN, JR., ESQUIRE

12 LOGAN & JOLLY, LLP

13 1805 North Boulevard

14 Anderson, South Carolina 29621

15 864-226-1910

16 logan@loganandjolly.com

17 Attorney for Defendant.

18
19
20 ALSO PRESENT: John Glenn

21 Sihierh Smith

22 Josh Hill

I N D E X

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	Page
Stipulations	4
EXAMINATION BY:	
Mr. Logan	4
Certificate	36

E X H I B I T S

Number	Description	Page
1	9/18/19 Affidavit	25

*All exhibits attached to transcript.

1 back home if she was coming back home?

2 A. Yeah.

3 Q. Okay. But she moved out for good, or
4 she -- the last time you all had any real contact
5 was January of 2018; is that fair?

6 A. Maybe.

7 Q. Okay.

8 A. January or February, something like
9 that.

10 Q. All right. Have you been contacted by
11 anyone, besides me in scheduling your testimony for
12 today, about this lawsuit in any way?

13 A. The private investigator for Mr. Epps
14 contacted me. I guess it was -- I don't know how
15 long. Whenever I wrote -- whenever I wrote the
16 affidavit is when the private investigator
17 contacted me, but I haven't spoken to -- I haven't
18 spoken to anybody besides you guys since I wrote
19 that affidavit.

20 Q. All right. What led up to you writing
21 that affidavit?

22 A. I got a phone call from a private
23 investigator. I think her name was Michelle. And
24 she asked me if I knew anything about the situation
25 they're going through right now, and I said, Yeah.

1 She asked me if I would write an affidavit.

2 Q. Okay. Did she ask you to put any
3 particular information in the affidavit, or did you
4 just compose that affidavit yourself?

5 A. I composed it myself.

6 Q. Okay. All right. I've got a copy of
7 your statement, which I will mark as Exhibit 1 to
8 your deposition, and it's dated September 18th of
9 2019. Okay?

10 A. Okay.

11 [M. Pierce Deposition Exhibit No. 1 was
12 marked.]

13 Q. [By Mr. Logan] And it's signed by
14 Matthew Pierce, and it's notarized by Misty Davis.
15 Who is Misty Davis?

16 A. Misty, that's her name. I was thinking
17 Michelle. Misty, that's it.

18 Q. Okay. And is she the private
19 investigator for Mr. Epps?

20 A. That's who she claimed to be.

21 Q. Okay. Did you talk to Mr. Epps at all?

22 A. I haven't talked to Mr. Epps at all.

23 Q. Okay. Do you know Mr. Epps?

24 A. Not personally, no. I mean, I've heard
25 his name. Everybody's heard of the Epps name in

1 Anderson.

2 Q. Do you know -- prior to being contacted
3 by Misty Davis, were you -- did you and Mr. Glenn
4 have a conversation?

5 A. I spoke to him once, yeah.

6 Q. And what was the purpose of that
7 conver -- or nature of that conversation?

8 A. I told him if he needed any information
9 from me, he would have to get me subpoenaed.

10 Q. Okay. But yet you were willing to write
11 out a statement without being subpoenaed?

12 A. Yeah.

13 Q. Okay. So he had called you to ask for a
14 statement from you or any information you may have?

15 A. I called him.

16 Q. Okay. And why did you call him?

17 A. Because I had heard that Sihierh had
18 basically stolen the 4Runner.

19 Q. And who told you that?

20 A. I'd hear from so many people about her
21 when I lived in Anderson. I think it was Jeremy
22 Dye.

23 Q. And who is Jeremy Dye?

24 A. He worked -- and don't quote me on that.
25 He works for John, and he's married to my cousin.

1 Q. What's your cousin's name?

2 A. Amanda.

3 Q. Okay. Does Jeremy still work for
4 Mr. Glenn?

5 A. I have no idea.

6 Q. Okay. So you called Mr. Glenn. Do you
7 remember about what time it was that you called
8 Mr. Glenn?

9 A. I know it was daytime. I don't remember
10 the exact time.

11 Q. Okay. I mean, do you have a year, or do
12 you have a date or anything of that nature?

13 A. I'm sorry. I didn't -- were you talking
14 to me?

15 Q. Yes, sir. I said, Can you narrow it
16 down as to when you called -- reached out to
17 Mr. Glenn, called him? Can you tell me a date, a
18 year, a month?

19 A. Well, if I wrote the affidavit in 2019,
20 I would say it was sometime before I wrote the
21 affidavit in 2019.

22 Q. Okay. And what did --

23 A. I don't have a planner.

24 Q. What did he ask you to do?

25 A. He didn't ask me to do anything.

1 Q. Okay. Well, why did you call him?

2 A. Because I know what went down with the
3 4Runner.

4 Q. And what went down with the 4Runner?

5 A. He bought her a 4Runner. The original
6 bill of sale was in his name for her to test drive.
7 And we had an argument about that because she was
8 giving him her car, and I told her that was stupid
9 to give her car for a car -- for a vehicle that she
10 doesn't even own. I told her that was stupid.
11 When she went back to do the paperwork, John Glenn
12 didn't go with her, and she put the bill of sale in
13 her name.

14 Q. And how do you know that?

15 A. Because I saw it.

16 Q. You saw what?

17 A. I saw both bills of sale. When she
18 brought it home the first day, the bill of sale was
19 sitting in the car when I drove it down the road,
20 and it had John -- or Glenn Mechanical might have
21 been the name on the bill of sale. And then when
22 she went back to do the paperwork, she told me she
23 had it put in her name.

24 Q. Okay. Did she tell you anything else
25 about the transaction?

1 A. She said John didn't know because he
2 didn't do the paperwork.

3 Q. Okay. Who did the paperwork?

4 A. She went to Ralph Hayes to do the
5 paperwork.

6 Q. Okay. And Ralph Hayes did the
7 paperwork?

8 A. Yeah. Well, yeah. You know how that
9 goes. I guess the finance guy did the -- I don't
10 know who did the paperwork. I know her name was on
11 the last bill of sale.

12 Q. Okay. And she told you that she gave
13 John Glenn her car in exchange --

14 A. Yeah. Yeah. That was another big
15 argument because I was working in Greenwood at the
16 time. And I wanted to drive her car back and forth
17 to work to save miles and gas in my truck, and she
18 said she had to give that to John Glenn.

19 Q. Okay. So, and she was willing, in order
20 to -- based upon what you've told me, she was
21 willing to give up her car to John Glenn in
22 exchange for the truck that he was going to give
23 her; is that your understanding?

24 A. For the truck -- she had to give her car
25 to be able to drive a company car.

1 Q. She had to give her car to drive a
2 company car?

3 A. Yeah. That was basically the argument
4 we had because I told her it was stupid to give him
5 her car and that 4Runner not be in her name. You
6 don't give up your car and not have anything
7 because he could fire her on a moment's notice, and
8 she wouldn't have anything to drive.

9 Q. Okay. All right. So that was the --
10 that was the information you shared with her; is
11 that right?

12 A. Yeah.

13 Q. Okay. All right. But she was -- your
14 understanding was she was willing to give her car
15 to Glenn in exchange for him buying the 4Runner; is
16 that right?

17 A. Yes.

18 Q. Okay. All right. Did she drive the
19 4Runner while she was still living with you?

20 A. Yeah.

21 Q. Okay. And did you ever drive it at all?

22 A. Yeah.

23 Q. Okay. Who paid the gas on the four --
24 for the 4Runner?

25 A. I'm assuming she did. I don't know. I

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS
C.A. NO.: 2019-CP-04-01212

Glenn Mechanical,
Plaintiff,

vs.

Sihierh Smith,
Defendant.

DEPOSITION OF
SCOTT JASON BROWN

DATE TAKEN: December 21, 2021
TIME BEGAN: 2:00 p.m.
TIME ENDED: 3:00 p.m.
LOCATION: Logan & Jolly, LLP
1805 North Boulevard
Anderson, South Carolina
REPORTED BY: Rusti Davis, Court Reporter
LEGAL EAGLE, INC.
P. O. Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

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APPEARANCES

NORMAN EPPS, ESQUIRE
EPPS & EPPS, LLC
230 West Whitner Street
Anderson, South Carolina 29622
864-224-2111
norman@eppsfirm.net
Attorney for Plaintiff.

JAMES W. LOGAN, JR., ESQUIRE
LOGAN & JOLLY, LLP
1805 North Boulevard
Anderson, South Carolina 29621
864-226-1910
logan@loganandjolly.com
Attorney for Defendant.

ALSO PRESENT: John Glenn
Sihierh Smith
Josh Hill

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E X H I B I T S

Defendant's	Description	Page
A	Ralph Hayes Toyota Paperwork - Customer No. 105007 (32 pgs.)	10
B	Copy of John Glenn, Jr.'s, Check No. 1451	12
C	Copy of John Glenn, Jr.'s Check No. 1376	13
D	Ralph Hayes Toyota Paperwork - Customer No. 105007 - Deal No. 57043 (12 pgs.)	15
J	11/20/2019 Statement of Scott Brown	36
K	SCDMV Documents (12 pgs.)	43
Plaintiff's	Description	Page
A	Ralph Hayes Toyota Paperwork - Customer No. 105229 - Deal No. 57043 (5 pgs.)	51
*All exhibits attached to original transcript.		

1 [It is hereby stipulated and agreed
2 by and among counsel for the respective
3 parties that this deposition is being
4 taken in accordance with the South
5 Carolina Rules of Civil Procedure, and
6 that the deponent does not waive reading
7 and signing of this deposition
8 transcript.]

9 - - -
10 SCOTT JASON BROWN, being duly
11 sworn, testified as follows:
12 - - -

13 EXAMINATION

14 BY MR. LOGAN:

15 Q. Mr. Brown, my name is Jim Logan. I
16 represent Ms. Smith in this lawsuit that was filed by
17 Glenn Mechanical against her dealing with a 2016
18 Toyota 4Runner.

19 A. Okay.

20 Q. At the time, it's my understanding, you
21 were working for Ralph Hayes motors and handled the
22 sales transaction --

23 A. Yes.

24 Q. -- is that correct?

25 A. I still do.

1 and that's what's highlighted right here. That's
2 what that looks like, but we have also switched
3 through -- we've switched through CRMs a lot, so it
4 prints out our numbers sheets differently, so. But
5 that's what it looks like. But right here, the part
6 that doesn't look right to me to remember is our old
7 sheets didn't quote payment ranges and stuff like
8 that. Our new ones, who are done through Eleads
9 log-in, does print out a payment block. This one --
10 ours, I don't remember having this payment block.
11 So, to answer that question. I hope I have, sir.
12 Did the best I could.

13 This is a we owe order.

14 Q. A what?

15 A. A we owe, which shows it's sold as
16 equipped, just means that we hadn't promised anything
17 crazy, like 26-inch rims or no hydraulics or anything
18 like that on there.

19 And I can see -- this is the original.
20 These parts, these three would look like something
21 that I would be dealing with. This is the check
22 sheet that is on the front of a deal folder. As you
23 can see, I'm the salesperson there. And you got the
24 stock number on the Toyota 4Runner, and you have her
25 name right there.

1 Now, to answer another question that I
2 would assume that -- what this whole confusion is --
3 what's been going on, to my recollection and to my
4 knowledge, when this -- as you can see, I did all the
5 paperwork in her name, my part, because when this all
6 started, she was -- all right. He, Mr. Glenn, came
7 with some other lady. They came --

8 MS. SMITH: That was me.

9 THE DEPONENT: Oh, that was you. Okay.

10 All right. So there is the face.

11 A. So they came one night before, looking for
12 a car. And I think I showed you a few cars. I can't
13 remember exactly because it's been a long time. And
14 then later on, she came. I forget how to pronounce
15 her last name. I'm sorry.

16 Q. It's Smith.

17 A. Ms. Smith. But I was thinking of the full
18 name. Ms. Smith, so she came. And we were doing --
19 I can't even remember how many times, how many
20 multiple times and stuff, but finally, they were
21 going to do the deal. I remember when we were doing
22 the deal, I asked her specifically, I said, whose
23 name is this vehicle going to be in, because I know
24 that there's Glenn Mechanical, and she's like, I'm
25 not quite sure. And I said, well, until we have an

1 answer, until we know, I'm going to go through this
2 process until we get an answer. So I did my
3 paperwork in her name right then.

4 Now, when it got to the business office, I
5 know that there was a delay. I know that there was a
6 while that I had to wait because normally once
7 someone goes into a business office, it's usually
8 anywhere from 15 minutes to 45 minutes to an hour
9 that it could take, just depending on how long it
10 takes for the business manager to go through the --
11 for the situation. And I was told that I -- I was
12 informed at that time that I -- that we were going to
13 have to wait because Mr. Glenn was going to have to
14 come in. That's -- and then a few hours later, it
15 was, Oh, the deal is done. The deal is done and
16 deliver the car to her. And that's all I pretty much
17 -- the gist of what I remember.

18 Q. When Mr. Glenn came in, did you talk with
19 him?

20 A. The first time. When he came in the second
21 time, he just came in because he's -- he's friends --
22 to my knowledge, they were acquaintances of the Hayes
23 family, and a lot of times with an acquaintance of
24 the Hayes family, they'll just go directly to Robert
25 or something. But he just came, directly went to the

1 business office, and left, to my knowledge.

2 Q. All right. The first time he came in, was
3 he with Ms. Smith?

4 A. Yes. The first time I met them, I upped
5 them on the lot, and it was -- I remember him, and I
6 remember there was another young lady. And that's
7 this young lady (indicating).

8 Q. Did you have any conversations at that time
9 as to whose name the car would --

10 A. No, I did not. No. We were just -- we
11 were --

12 Q. All right. Let me answer my -- ask my
13 questions.

14 A. Okay.

15 Q. Okay?

16 A. Yes, sir.

17 Q. This will go a lot faster, I assure you, if
18 you let me do that.

19 A. Okay.

20 Q. All right. So they come out to the lot.
21 You show them some cars the first -- the first time?

22 A. Yes.

23 Q. Okay. The next -- how long was it between
24 that visit and when Ms. Smith came out?

25 A. Maybe a few days.

1 Q. Okay. Did she drive -- when she came out
2 with Mr. Glenn, did she drive off -- or drive the car
3 that you showed her?

4 A. I do not recall. Like, when they came, I
5 showed cars. When she came, I do not recall if we
6 test drove a vehicle or not. I do not recall.

7 Q. So when they left, they left in whatever
8 car they came in; is that --

9 A. Yes.

10 Q. -- your recollection?

11 A. This is two different days.

12 Q. I understand. I understand. I'm talking
13 about the first day.

14 A. Uh-huh.

15 Q. Okay. So they left in the same car that
16 they came in?

17 A. I don't remember.

18 Q. Okay. All right. And the second time, a
19 few days later, she comes out by herself; is that
20 right?

21 A. To my knowledge, yes.

22 Q. Okay. What car was she driving then?

23 A. A Kia Optima.

24 Q. A Kia Optima. Okay.

25 A. I'm assuming it's a Kia Optima.

1 Q. And you met with her again; is that right?

2 A. No. I met with Ms. Smith. That was the
3 first time I met with Ms. Smith. The first time I
4 met, I met these two, to my knowledge.

5 Q. This is Ms. Smith.

6 MS. SMITH: I am Ms. Smith.

7 THE DEPONENT: Oh, okay. So it was you
8 two. I'm sorry.

9 MS. SMITH: Uh-huh, it was.

10 THE DEPONENT: Well, your hair was
11 different then. I'm sorry.

12 Q. [By Mr. Logan] So you met with Mr. Glenn
13 and Ms. Smith the first time?

14 A. I'm assuming so. I thought that -- I mean,
15 like I said, this is six years ago, sir. I'm being
16 as honest as best I can.

17 Q. I just need to know what you remember.

18 A. I remember --

19 Q. And if you don't remember, then that's
20 fine, but I just need to know what you --

21 A. Then I would rather be honest and say -- I
22 would rather be -- say I just do not recall because I
23 know that there was two people, but I do not recall.

24 Q. All right. The second time, how many
25 people?

1 MR. GLENN: Can I say? I know I'm not
2 supposed to.

3 MR. LOGAN: Go ahead, if he'll let you.
4 It's up to him.

5 MR. GLENN: I've gone up there with several
6 people, so for him to know that it was us two is
7 going to be tough because I've taken a nanny
8 there. I've taken a friend. I mean, so that's
9 why it's not clear, and the story, and Sihierh
10 can tell you, isn't quite --

11 Q. [By Mr. Logan] I'm not fussing at you for
12 not remembering. I just want an accurate and correct
13 answer. If you remember, fine. If you don't
14 remember, just tell me that. But you're waffling
15 back and forth, and that's what confuses me.

16 A. I'm sorry. I'm just trying to recall as
17 best as possible.

18 Q. That's fine. That's fine. All right. The
19 second time she came out --

20 A. Okay.

21 Q. -- by herself; is that what you're telling
22 me --

23 A. Yes.

24 Q. -- as best you can recall?

25 A. Yes.

1 Q. Okay. And is that when you all did the
2 deal?

3 A. I believe maybe that's when we did the -- I
4 do not recall if it was the second or third time.

5 Q. Okay. And you asked her whose name it was
6 going to be --

7 A. Yes.

8 Q. And she told you, if I understand your
9 earlier testimony, that she wasn't sure?

10 A. She wasn't sure.

11 Q. Okay. So you went through the process with
12 her but left the name of the owner blank; is that
13 right?

14 A. No. At that moment, I was like, well,
15 we're going to do this under -- because this is all I
16 have right now, I'm going to put this under your
17 name, but this may change. And then when it went to
18 the business office, it got delayed, and I was -- I
19 was informed that it was needing to be switched to
20 Glenn Mechanical.

21 Q. Who informed you of that?

22 A. Well, my sales manager at the time, who was
23 John Agostino, who --

24 Q. Okay. Is he still there?

25 A. He is no longer in the industry.

1 Q. How do you spell his last name?

2 A. A-G-O-S-T-I-N-O.

3 Q. Okay. All right. He was the sales
4 manager?

5 A. He was my sales manager, yes, sir, at that
6 time.

7 Q. Okay. And he told you what, as best you
8 can recall?

9 A. We were having to -- we were having to hold
10 up because it was going under Glenn Mechanical.

11 Q. Okay. Now, which pages of Exhibit --

12 A. D is the only one.

13 Q. -- D have your name on them?

14 A. This doesn't have my name on it, but this
15 is a form that I would deal with.

16 Q. Can you tell us what page that is, not
17 necessarily the number, but the number -- all right.
18 That's 1. That's 2. That's page 3, correct?

19 A. Yes. So page 3 looks like a numbers sheet
20 when I go out to present numbers to a client.

21 Q. All right. Are any of those signatures
22 yours?

23 A. No.

24 Q. Okay.

25 A. I don't sign these forms.

1 Q. Okay.

2 A. All right. This one right here is a we
3 owe. This is --

4 Q. Page 4?

5 A. Page 4 is a we owe. It is when a -- if we
6 have promised something, which normally I don't put
7 right here "sold as equipped." I put first service
8 appointment, and I set it up six months in advance.
9 So I don't normally put that as sold as equipped
10 there. What I normally -- when I fill out my we
11 owes, I usually type in first service appointment and
12 six months down the road, and then I tell my clients.
13 I'll be like, we'll go ahead and set up your first
14 service appointment in six months or 5,000 miles,
15 whichever comes first. If you do 5,000 beforehand,
16 you call us, and we'll get you in earlier.

17 Q. Okay.

18 A. So this could --

19 Q. Is your name on that document?

20 A. No, sir, it is not on the document.

21 Q. All right. Flip through and tell me what
22 pages have your name.

23 A. The next page, which was, I guess --

24 Q. Page 5.

25 A. Page 5 would have my name on the sheet

1 because I'm the salesperson.

2 Q. Okay. All right.

3 A. And this is a deal checklist. So when --
4 on the front of your deal folder, you staple this to
5 the folder, and they write down, okay, it's got a
6 signed buyers order, it's got a signed UO, it's got a
7 signed privacy, it's got a copy of the driver's
8 license, it's got all this stuff. And they sign off.
9 And then, normally, there would be a manager's
10 signature here, but I don't see a manager's
11 signature. There should be a manager's signature,
12 and there should be a finance manager's signature
13 there.

14 I have nothing to do with this.

15 I have nothing to do with this.

16 This sheet right here is an insurance form
17 that we fill out and print up in our deal packet, and
18 we've got -- you can see where, I guess, I had
19 misheard Ken Sullivan, and it was Kim Sullivan and
20 State Farm Insurance at 1701 Sandifer Boulevard. You
21 can see that that is my handwriting that wrote that
22 in and wrote in Seneca, South Carolina 29678 and
23 wrote -- so, basically, what this is, this part right
24 here is after a deal has been done, they will -- the
25 business manager, F and I manager will bring these

1 forms out to us, and we'll call the next day to
2 confirm insurance. And this was the insurance that I
3 had to confirm it with, and I spoke with Kami who
4 worked at that company.

5 Q. Insurance agency?

6 A. Yes.

7 Q. Okay.

8 A. These next forms, I have zero to do. This
9 is title work. Now, this is appraisal value, but I
10 have never even seen this sheet before ever in my
11 almost 10 years of working at Ralph Hayes Toyota.
12 This is a copy of her insurance -- I mean, her
13 driver's license. I would have made these. I made a
14 copy of the driver's license, insurance card, and
15 registration. And the registration is her
16 registration, and that's -- those are the ones that I
17 -- so to go back over again, I want to apologize for
18 you, ma'am. So page 3 -- wait. Page 3 does have my
19 name on it as salesperson. Name (as spoken) 4 does
20 not have my sales -- my name on it. Name (as spoken)
21 5 does have a salesperson. I didn't see where it had
22 my name printed up there, sir, a while ago.

23 And those are the only pages that have my
24 name that I wrote down or -- but it also appear
25 they've got Scott where the business manager would

1 have wrote Scott so he can remember to hand this back
2 to Scott as the salesperson to get this insurance
3 confirmed.

4 And then the rest of this paperwork I have
5 zero to do with.

6 Q. Okay. And that's in exhibit --

7 A. And then I made copies of those, the
8 driver's license, insurance, and registration.

9 Q. Would I be correct in assuming, then, that
10 to the extent you were involved with the pages in
11 Exhibit D, that would have occurred the second time
12 that she came out; is that correct?

13 A. That would have -- those pages that I did
14 would have been involved when we were actually doing
15 my part of the deal.

16 So usually how the processes works is --
17 now, this was a little weird because it was, like I
18 said, multiple times coming out, but normally how the
19 sales process happens is I meet and greet. Like,
20 let's say if it would have just been her by herself,
21 I would have met her. I would have introduced
22 myself. She would have introduced herself. I would
23 have asked what she was looking for. And then once
24 we found out what she was looking for, I would have
25 tried to aim her to a specific car. We would have

1 test drove the car.

2 Then when we got back from that, I would
3 go, How did you -- what did you think? Did you like
4 the car? Was there anything you don't like about the
5 car? And if she said, No, I'll be like, Well, if we
6 can get numbers right, would you want to take this
7 car home today? And if she said, Yes, we would go
8 into the -- go inside, and then I would -- we would
9 basically do the deal. I would get a trade
10 appraisal. I would present numbers, and then I would
11 -- and then if she agreed to sign to the numbers, she
12 would sign. Then I would put in a credit
13 application, but I can see that that's a cash deal.
14 That's normally how the process go. And then after I
15 do my paperwork, they normally have to sit and wait
16 for about 10 to 15 minutes while the business manager
17 has to load up all of their information into the
18 computer system - and I don't remember if they had
19 docuPAD at that time - into the docuPAD system.

20 Q. All right. You've told me how it usually
21 goes?

22 A. Yes.

23 Q. Now, I want to go back. You've said that
24 Mr. Glenn and Ms. Smith came out together the first
25 time as best you can recall?

1 A. I know -- yes.

2 Q. A few days later she comes back by herself,
3 as best you can recall?

4 A. Yes.

5 Q. Is that the last time you dealt with her,
6 as best you can recall?

7 A. The last time I dealt with her was when we
8 was finishing up the deal.

9 Q. So that would have been the second time she
10 came out; is that correct?

11 A. Two or three.

12 Q. Two or three. why would --

13 A. Two or three.

14 Q. -- she have come back a third time?

15 A. Like I said, because I remember him and
16 someone -- and then I'm also getting -- because I've
17 seen him a few times. And to the best of my
18 recollection, I know he came -- I remember him
19 specifically, and I believe -- I remember her. Her
20 hair was a little bit different, if I'm not mistaken,
21 when we did this deal. But I do not remember if the
22 first time that they were together, but I do remember
23 one time that I could have swore that they were
24 together.

25 Q. All right. Let me tell you what I've heard

1 you say, and you confirm one way or the other.

2 A. Okay.

3 Q. You remember on one occasion the two of
4 them came out?

5 A. One time, yes, sir.

6 Q. One time?

7 A. Uh-huh.

8 Q. And it would make sense if they're looking
9 for a car that that would be the time that they came
10 out together; would that be correct?

11 A. That would.

12 Q. All right.

13 A. To your -- yes, to your saying it.

14 Q. And the next time that anybody comes out,
15 it's just her by herself; is that right?

16 A. Yes.

17 Q. All right. And then if she came out again,
18 would that be by herself?

19 A. Yes. But I feel like I -- I feel like I --
20 he came twice. I think he came twice and -- 'cause,
21 again, this is a long time ago. I think he came one
22 time, and then he came again with her. But he came
23 with somebody else the first time, then he came again
24 with her. And then she came, and that was when we
25 were, Okay, great, I got a deal, is how I look at

1 things pretty much.

2 Q. All right. When did this -- when did this
3 occur that you found out there was -- according to
4 your testimony, there was going to be a delay in the
5 transaction?

6 A. While she went --

7 Q. Was that the second time or the third time?

8 A. When we finished -- when we was finishing
9 the deal.

10 Q. Okay. And was Mr. Glenn with her at that
11 time?

12 A. Not at the initial time. But I remember us
13 having to stop -- and she can tell you the same
14 thing. Stopping and asking her specifically, I said,
15 whose name is this deal going to be in because I know
16 there's a company? I know there's you. And she
17 couldn't give me a straight answer.

18 Q. Okay.

19 A. And so I was like, well, I'm going to do
20 this in your name because you're here right now.

21 Q. I understand that.

22 A. Yeah.

23 Q. So that wasn't the first time that they
24 came out together. It would have been at least the
25 second time that she came by herself, or was he with

1 her then?

2 A. He wasn't with her when we initially
3 finished the deal, but he had to come to finish the
4 deal.

5 Q. Okay. So -- okay. Now, looking at
6 Exhibit D, once you filled out the paperwork that
7 your name is on, what happened to that paperwork
8 then? Who does it go to?

9 A. It goes -- I initially take that to the
10 sales manager. The sales manager signs off on
11 everything, and then the -- then we take it over to
12 the business manager, and then the business manager
13 loads it up into docuPAD or into his system to
14 present because he is legally obligated to go over
15 all preferred options to you.

16 Q. All right. And the sales manager at that
17 time is this John Asta --

18 A. Agostino.

19 Q. Agostino?

20 A. Yes.

21 Q. Okay. And he's no longer there?

22 A. He is no longer there.

23 Q. Who else would have touched that paperwork
24 besides John Agostino and you?

25 A. Stan Ukadike.

1 Q. Okay. And he's no longer there?

2 A. He's no longer there.

3 Q. And according to your testimony, this John,
4 who is the one that told you about a possible name
5 change on who owned the vehicle, is no longer there;
6 is that correct?

7 A. Yes, that is correct.

8 Q. Okay. All right. But Stan didn't tell you
9 that?

10 A. No. Stan -- but when -- in an F and I
11 department, there is also a privacy issue. That's
12 why there's doors on all of them. They're supposed
13 to -- because you're discussing private issues. So I
14 am not privileged to that information. I am not --
15 for example, you can ask your client, was I standing
16 in that office? Was I anywhere near that office?
17 No. I cannot be in that office because that is
18 private issues. That's why most business offices do
19 have a door that can be shut.

20 Q. Okay. That's fine. So what was your next
21 involvement with the project?

22 A. Delivering the vehicle, as in showing her
23 how the vehicle works and getting it gassed up and
24 cleaned up.

25 Q. Okay. So between delivering the paperwork

1 to the sales manager and then showing her the vehicle
2 when the sale is complete, you had no further
3 involvement in this transaction; is that what you're
4 telling me?

5 A. No. After the -- I have no further
6 transactions. After they come out of the -- after
7 she comes out of the business office and I've been
8 told everything's -- everything's good, and this was
9 later on, I have to pair up your cell phone, because
10 she's nodding her head over there. I had to pair up
11 her cell phone, show her how everything works in the
12 vehicle. And then I also go over that they're going
13 to send you a survey, and if nothing is -- if there's
14 anything on there that you don't find truly
15 exceptional or perfect, call me, give me the
16 opportunity to make it up to you.

17 Q. Okay.

18 A. That is the way every single deal for 10
19 years goes.

20 Q. Okay. Now, who handles the obtaining of
21 the title?

22 A. That would be Tonya, and I can't even
23 remember Tonya's last name.

24 Q. Is she still there?

25 A. She is still there.

1 Q. Good. Tonia, T-O-N-I-A?

2 A. Y-A.

3 Q. Last name?

4 A. I can't even remember her last name because
5 I just always call her Tonya the title clerk.

6 Q. What's her title?

7 A. She's the title clerk.

8 Q. Title clerk. Okay. And where would she
9 have gotten the information from that enabled her to
10 fill out the title?

11 A. The business office.

12 Q. The business office.

13 A. Which would have been Stan Ukadike.

14 Q. All right. How long has he been gone?

15 A. Probably since 2016, '17.

16 Q. Okay. So Stan would have told her how to
17 apply for the title; is that correct?

18 A. Yes. Stan Ukadike would have been the one
19 who answers these questions that you have for me.

20 Q. Okay. And I assume we can find out from
21 Tonya where -- that Stan gave her the information;
22 would that be logical?

23 A. I would -- logically, yes.

24 [Defendant's Deposition Exhibit J was
25 marked.]

1 Q. [By Mr. Logan] All right. So, I'm going to
2 jump around a little bit here. I'm going to show you
3 what's been marked as Exhibit J to your deposition.

4 A. See what I mean? Like I said, this is --
5 and even this statement is from almost -- what?
6 Almost three years -- two years ago now. And, like I
7 said, I can't remember exactly a deal from six years
8 -- over six years ago.

9 Q. Who asked you to prepare this statement?

10 A. I was asked if I would give a statement. I
11 was asked by, I forget his lawyer's name, if I would
12 give a statement.

13 Q. Mr. Epps?

14 A. Yes, sir.

15 Q. Okay. And did you write this out, or did
16 someone write it out for you?

17 A. I wrote it out.

18 Q. Okay. So you say in your statement of
19 November 20, 2019, Mr. Glenn and Ms. Smith came in to
20 test drive vehicles?

21 A. Yes.

22 Q. Okay. They were allowed to keep the car
23 through the weekend?

24 A. I'm assuming so.

25 Q. Five days later, she came back by herself

1 to complete the deal. So that's the second time?

2 A. Okay.

3 Q. Okay. According to your statement?

4 A. Yes.

5 Q. I asked whose name it would be in because I
6 knew the company was paying for the vehicle. She
7 told me it would be in her name, so my paperwork
8 listed her name. After doing my paperwork and deal
9 was being loaded in finance office, we found out it
10 was going to be in Glenn Mechanical?

11 A. Uh-huh.

12 Q. Now, is that what -- and that's based on
13 what John Astinino --

14 A. Agostino, yes.

15 Q. -- Agostino told you; is that right?

16 A. Yes.

17 Q. Okay. All right. At that point, Mr. Glenn
18 had to come back in and sign the final contracts. To
19 my knowledge and belief, the vehicle was to be titled
20 in Glenn Mechanical?

21 A. Correct.

22 Q. That's what you said at that time; is that
23 right?

24 A. Correct.

25 Q. But the information that you got as to who

1 the vehicle should be titled in came from Mr. John
2 Agostino?

3 A. It came after the fact, yes.

4 Q. Yeah. And he's the one that told you that,
5 right?

6 A. Yes. Because I'm wondering why I'm sitting
7 here having to wait around because I'm sitting here
8 like -- because when a deal goes through --

9 Q. Okay. I understand that. So my point is
10 it didn't come from anybody else besides John
11 Agostino at that point; is that right?

12 A. Correct.

13 Q. Mr. Glenn didn't tell you that?

14 A. No.

15 Q. All right. Okay.

16 A. Because I'm not privy to the business
17 office.

18 Q. And Mr. Agostino, then, would have told the
19 person -- the title clerk how the car --

20 A. No.

21 Q. Well, you've already testified --

22 A. I said Stan Ukadike would have, not John
23 Agostino. See, John Agostino is the sales manager.
24 Stan Ukadike is the business manager. It's two
25 different departments.

1 Q. All right. So Stan would have told -- so
2 John told you --

3 A. John told me, yes, what was --

4 Q. And then Stan --

5 A. -- holding up the deal.

6 [Reporter interruption.]

7 Q. [By Mr. Logan] So John told you what?

8 A. He told me -- because I asked him, I was
9 like, what's the hold-up, because I can't do
10 anything --

11 Q. Okay. Just tell me what -- my question is,
12 what did he tell you?

13 A. I'm trying to -- I'm trying to answer your
14 question, sir. Let me answer it. Simple as that.

15 Q. Well --

16 A. I'm doing the best of my knowledge of six
17 years. You all drug me into this for six years. I
18 had nothing to do with this case.

19 Q. I didn't drag you anywhere.

20 A. Everybody has drug me into this, so now I'm
21 frustrated.

22 Q. Good. Be frustrated.

23 A. I'm being frustrated. You're not
24 listening. I said, when I am in a deal -- when I am
25 in a car deal as a salesperson, you're sitting there

1 just waiting to hear the popcorn machine go off
2 because that's what they call it when the printer
3 goes off, cha-ching, cha-ching, cha-ching. That
4 means you got a deal. Well, that wasn't going off.
5 So I was wondering what was going on with my deal,
6 and Aggie (phonetic) was telling me -- that's his
7 nickname, Aggie. John Agostino was sitting there
8 telling me we've had an issue. It's supposed to be
9 put in Glenn Mechanical's name. So he told me that
10 name.

11 So if you can get confrontational, I can
12 get confrontational right back with you. This is not
13 my court case. I have nothing to do with this. All
14 I did was a salesperson, and all I did was the
15 paperwork. And you all have drug me into this for
16 over six years, all of you all, when I had nothing to
17 do with it.

18 I have been selling cars for 10 years, and
19 this is the first time in my history that I have had
20 to deal with this for over 10 years. So whatever
21 petty stuff that you all got going on has nothing to
22 do with me, and all it's done is aggravate me and
23 drug me and cost me day after day after day when I
24 could be selling cars right now making money. All
25 you all have done is take money out of my pocket for

1 a measly \$150, which is all I got for the commission
2 for this deal.

3 So you want to keep over-talking me and
4 frustrating me and sitting there trying to talk down
5 to me like a dog when I have nothing to do with this.
6 Go get the people that really know the answers, not
7 me.

8 Q. I'm trying to find out --

9 A. I just gave you the names. Stan Ukadike is
10 the one that did the business -- business paperwork.
11 Ask him, subpoena him, instead of me getting a
12 subpoena every other month telling me that this case
13 is coming, and then it don't come. And then you're
14 asking me to know exact answers six years later. How
15 would you feel taking money off my family's plate to
16 come fill in with you all's little drama, and then
17 you want to talk to me like I'm a dog?

18 And it's also not the first time you've
19 talked to me like a dog. The first time you
20 subpoenaed me, I called you and asked you about it,
21 and you talked to me like a dog. I am not your dog.
22 I am not your client. I'm giving you, out of my
23 time, your answers the best that I can over six years
24 over a deal when I have sold, I don't know, maybe
25 thousands -- at least 2,000 cars.

1 I don't go to law school. I don't remember
2 every single little book that you all have to
3 memorize in Wade versus -- Roe versus Wade and all
4 that stuff. I don't have to remember all these
5 single details. I'm giving you the best I can, so
6 don't sit there and go, oh, huh, try to do what
7 you're doing.

8 Sir, have I given you the answers that you
9 need yet?

10 Q. You okay now? You feel better?

11 A. No, I'm not better because all of you all
12 have drug me into this.

13 Q. Let me just summarize what I understand you
14 have told me. Okay?

15 A. Yeah.

16 Q. We've talked about John, and we've talked
17 about Stan. And Stan would have been the one to give
18 the title information to Tonya?

19 A. Yes.

20 Q. Good. That's all I wanted you to be firm
21 about.

22 [Defendant's Deposition Exhibit K was
23 marked.]

24 Q. [By Mr. Logan] Now, in view of that, I want
25 to show you what we have marked as Exhibit K and see

1 if you have --

2 MR. LOGAN: And I gave you a copy earlier.

3 MR. EPPS: I didn't -- no, I didn't --

4 MR. LOGAN: That's the title. I gave you a
5 copy of the title.

6 MR. EPPS: I didn't get a copy. You kept
7 it.

8 MR. LOGAN: Norman, I gave it to you out
9 there in the hallway.

10 MR. EPPS: No, you kept it. I didn't get a
11 copy. You kept it in your hand. You showed it
12 to me. Thank you.

13 Q. [By Mr. Logan] All right. Would you take a
14 look at that and see if you can identify what that
15 is?

16 A. Again, you all are giving me stuff that I
17 have nothing to do with, nothing. I don't deal with
18 any of this paperwork, and this is why I'm so
19 frustrated by all of this.

20 Q. Sir, that's what I need to know is what you
21 deal with and what you don't deal with. I'm just
22 trying to establish that. I don't know your
23 business. I don't know what you deal with and what
24 you don't. If you don't deal with the title work,
25 then just tell me that.

1 A. I've been saying that. I said it a while
2 ago with -- I said Tonya, and you handed me title
3 work. I understand it's just a frustrating process.
4 No. To answer your question, no, sir, I have not
5 dealt with any of that.

6 Q. Okay. So if I told you that this title
7 information shows the car to be titled in her name --

8 A. Yes.

9 Q. And do you see Tonya's name on this
10 anywhere, on this exhibit?

11 A. I don't know if she puts her name on there
12 to be honest.

13 Q. Well, I thought I saw it, but I want you to
14 see if you can confirm that.

15 A. It looks like it's stamped. No. That says
16 Laura. I don't know whose name that is. That could
17 possibly be. I don't know, but where it says
18 signature of seller --

19 Q. What page are you on, sir?

20 A. It's the last page. That's the only one I
21 can see that --

22 Q. Looks like a T, is that right?

23 A. It looks like it could be a T. And,
24 actually, I think her last name is Davis, so that --
25 Tonya Davis, I think that's it.

1 Q. All right. And to reiterate, the
2 information that Tonya would have gotten to put on
3 the title would have come from Stan; is that correct?

4 A. Correct.

5 MR. LOGAN: Okay. All right. Let's take a
6 break, and I think I'm about through. And you
7 can get out of here, unless Mr. Epps wants to
8 ask you some questions.

9 THE DEPONENT: Okay.

10 [Recess taken.]

11 MR. LOGAN: Well, that's all the questions
12 I have. Thank you. Mr. Epps may have some
13 questions for you.

14 THE DEPONENT: Before you ask, I want to
15 apologize for having the outburst I had a while
16 ago. It's just frustrating through this whole
17 process, and I apologize to everybody in this
18 room for that.

19 MR. LOGAN: Apology accepted.

20 MR. EPPS: Apology accepted. Mr. Brown, My
21 name is Norman Epps. I represent John Glenn.
22 I've just got a few questions to ask you, and
23 then we'll be done. All right.

24 EXAMINATION

25 BY MR. EPPS:

1 Q. Let me first -- you know John Glenn; is
2 that right?

3 A. I have met him, yes, a couple of times.

4 Q. And have you -- in the course of working
5 with Ralph Hayes Toyota, have you sold vehicles or
6 been a salesperson for vehicles that John buys at
7 Ralph Hayes Toyota?

8 A. To my knowledge, this is the only one that
9 I remember being involved with, but I believe he has
10 purchased other cars from Ralph Hayes Toyota.

11 Q. Okay. Are you aware of how those vehicles
12 are titled?

13 A. I would believe they would be under the
14 company name, Glenn Mechanical.

15 Q. Glenn Mechanical. Okay. And I know you
16 know why we're here today. We're talking about this
17 2016 4Runner.

18 A. Yeah.

19 Q. I'm going to hand you -- and you've
20 talked -- they've showed you -- Mr. Logan has showed
21 you documentation that was filled out in the course
22 of this deal?

23 A. Yes.

24 Q. And he's showed you, I believe, paperwork
25 that you had filled out talking with Ms. Smith that

1 ultimately led to this vehicle being titled in her
2 name --

3 A. Yes.

4 Q. -- right?

5 I'm going to hand you -- do you remember
6 going through, talking to Mr. Glenn, and filling out
7 paperwork for this 2016 4Runner that put the 4Runner
8 in the name of Glenn Mechanical?

9 A. I don't remember doing it, but Stan Ukadike
10 would have. Like this paperwork, all of this
11 paperwork right here would have been done under Glenn
12 Mechanical, would have been done in the business
13 office, all of these paperwork. This matches up very
14 similar to those other papers that you handed me,
15 sir, where this is all printed up from the business
16 office and --

17 Q. Well, let me ask you this, because your
18 name is at the bottom of them --

19 A. Yes. So they -- it prints up, yeah, as the
20 salesperson. It says -- prints up. And then also it
21 prints up the business manager's name, finance, Stan
22 Ukadike, so yes. I don't -- I don't do these papers,
23 sir.

24 Q. All right. So you don't do these papers --

25 A. No, sir.

1 Q. -- is that right?

2 A. No. But that would have been printed up in
3 the business office. And if -- that's why I'm saying
4 there was some confusion with how it was supposed to
5 be titled at first because this was my first time
6 ever dealing with a Glenn Mechanical deal. And
7 Mr. Glenn -- is that your name?

8 MR. GLENN: (Nods head).

9 A. Mr. Glenn was not there when she was
10 initially there, so I'm like, as -- still -- I mean,
11 I had been doing it for a couple of years at that
12 point, of selling cars, but at that time, I wanted to
13 make sure that the customer -- I have this customer
14 in front of me. Okay. We're going to do it this way
15 until we know otherwise. So I wanted to get the
16 process going because you -- last thing you want to
17 do in sales is -- and I'm sure in everybody's field
18 here, time is money, and I'm just trying to do as
19 fast as possible to get through the process.

20 And then that's why, when it was in the
21 business office and there was a hang-up, I'm like --
22 because I can't do anything. Once a customer is in
23 the business office, all I can do is get the car
24 gassed up, get it cleaned up, and then I'm -- it's a
25 waiting game. I can't grab another customer. I

1 can't talk to another customer until that happens.
2 So that's why I'm sitting there like, well, what's
3 going on? Why is this taking so long?

4 And that's when I found out that it was
5 being -- had to be switched to Glenn Mechanical's
6 name. And that's why the hold-up. And then I was
7 told, okay, everything was good a little while later.
8 And, obviously, you can see where he came in and made
9 a copy of his driver's license, and they printed up
10 the paperwork in Glenn Mechanical.

11 Q. So that would have been done in the finance
12 office?

13 A. That would have been in the finance office,
14 sir.

15 Q. Okay. Would there be any reason why both
16 of these documents are dated July 27th of 2016?

17 A. I mean, what was the original date of the
18 deal? I mean, that -- usually, that's the print-up
19 of the -- I would assume is when the deal is done.
20 Is that not when the date was --

21 Q. I think if you'll look at --

22 A. Well, it's the other -- it's the other
23 paperwork. Is this all of them?

24 MR. LOGAN: You want to look at the title I
25 gave you? Is that what you're looking for?

1 MR. EPPS: With the sales information.

2 THE DEPONENT: This one right here. Yeah.
3 They're both dated the same day, July 27th. And
4 if I can see that one again, sir?

5 MR. LOGAN: There you go.

6 THE DEPONENT: And the VIN numbers -- and
7 the VIN numbers match. It's for the same car.
8 And this was -- so you can see where it was
9 originally being printed up in her name, and
10 then it got switched, printed up into Glenn
11 Mechanical's name.

12 MR. EPPS: Okay.

13 THE DEPONENT: To my knowledge, again,
14 because I'm not the business manager, sir.

15 MR. EPPS: I got you. Okay. If I can mark
16 this as Plaintiff's A and add it as an exhibit.

17 MR. LOGAN: Are you through?

18 MR. EPPS: If we can go off the record just
19 for one minute, I'm almost finished.

20 [Recess taken.]

21 [Plaintiff's Deposition Exhibit A was
22 marked.]

23 MR. EPPS: Mr. Brown, I appreciate it.
24 I've got no further questions.

25 EXAMINATION

1 BY MR. LOGAN:

2 Q. You mentioned the finance office or
3 officer. Who would have occupied that position at
4 the time of this transaction?

5 A. Stan Ukadike. And his name is on the
6 bottom of --

7 Q. Well, you've referred to him as business
8 manager and --

9 A. The finance --

10 Q. I just wanted to make sure that -- and
11 finance?

12 A. Yeah. They --

13 Q. So we're talking about the same person?

14 A. Yeah, it's the same person. Your business
15 managers in a sales -- in a new car business -- a new
16 car dealership or used car dealership, they -- some
17 -- like you have an F and I director, who will be
18 over the -- sometimes you have two. Sometimes you
19 have three. When times are really bad, you only have
20 one. But when they have two to three, they'll have a
21 -- they're all titled business managers, but you'll
22 have what they call an F and I director. At that
23 time, I believe Dana Bailey was F and I director, and
24 Stan Ukadike was a business manager.

25 Q. Is the lady still there?

EXHIBIT

C

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

GLENN MECHANICAL,

Plaintiff,

-VS-

SIHIERH SMITH,

Defendant.

**NOTICE OF MOTION AND MOTION
TO RECONSIDER AND/OR ALTER OR
AMEND**

Case No.: 2019-CP-04-1212

**TO: HONORABLE J. CORDELL MADDOX AND JAMES W. LOGAN, JR.,
ESQUIRE, ATTORNEY FOR DEFENDANT, SIHIERH SMITH:**

PLEASE TAKE NOTICE that Plaintiff hereby moves, through its undersigned attorney, within ten (10) days after service of this motion or as soon thereafter as counsel may be heard, for an Order pursuant to Rule 52(b) and Rule 59(e) of the South Carolina Rules of Civil Procedure to alter or amend the Order Granting Defendant's Motion for Summary Judgment from a hearing held on June 1, 2022 and filed with the Anderson County Clerk of Court on July 8, 2022 and received by the Plaintiff on July 8, 2022 on the grounds:

Summary judgment is appropriate where there is no genuine issue of material fact and it is clear the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRPC. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994). See *Hancock v. Mid-South Management Comp., Inc.*, 381 S.C. 326, 673 S.E.2d 801 (2009) (South Carolina State

Supreme Court holding that 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 in order to withstand a motion for summary judgment).

In the present case, the Court ruled that the Plaintiff did not meet the burden of proof to establish proof of title or right to possession requisite for a claim and delivery action. Yet contrary to the Court ruling, in cases with which the preponderance of evidence burden of proof is applied such as this case, the non-moving party need not meet the burden of proof, but rather the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. *See Hancock* at 673 S.E.2d 803. Therefore, the Plaintiff is only required to present a scintilla of evidence that raises a question of triable facts as to the proof title or right of possession to the Plaintiff in order to meet the standard to defeat summary judgment and is not required to meet the burden of proof standard that was applied by the Court in its Order granting Defendant's motion for summary judgment. Whether or not Plaintiff meets its burden of proof is for the jury to decide.

That further, the Plaintiff, as the non-moving party, meets the scintilla of evidence standard necessary to withstand a motion for summary judgment, and, when viewed in the light most favorable to the Plaintiff, it raises triable issues of material facts and inferences that can be reasonably drawn from those facts. Through the affidavits of Matthew Nathan Pierce, the Defendant's former long-term partner in residence, and Scott Jason Brown, salesman on the vehicle, the question of the Plaintiff's right to possession of the Toyota 4Runner is raised with more than a scintilla of evidence. That further, John Glenn, Jr., the managing member and sole shareholder of the Plaintiff paid the entire purchase price for the vehicle in the amount of \$42,400.00. This was no

gift to Defendant and that is a contested issue of material fact that needs to be determined by a jury, at a jury trial that was demanded in Defendant's Answer. The affidavits, and the Plaintiff's issue of proof of title or how that title came to be and it's right to possession, are corroborated by the original bill of sale in the name of the Plaintiff, Glenn Mechanical. (See Plaintiff's memorandum in opposition to Defendant's motion for summary judgment and attachments, attached hereto and incorporated herein by reference). The deposition testimony of Matthew Nathan Pierce provides direct evidence that Defendant went to Ralph Hayes Toyota alone and spoke to Stanley C. Ukadike, the finance manager in the finance office and wrongfully with intent had the vehicle put in her name. How the title came to be in Defendant's name is a contested issue of material fact. Viewed in a light most favorable to the Plaintiff as the non-moving party, the Plaintiff, through raising an issue as to the material facts that establish proof of title or how that title came to be and it's right to possession, meets the scintilla of evidence standard to withstand a motion for summary judgment.

Therefore, Plaintiff respectfully requests that the Court reconsider it's Order and deny Defendant's motion for summary judgment and allow this matter to be determined at a jury trial.

This Motion is based on applicable laws and statutes of the State of South Carolina .

EPPS & EPPS, LLC

S/William N. Epps III
 William N. Epps III, SC Bar No. 73158
 230 West Whitner Street
 Post Office Box 2167
 Anderson, South Carolina 29622
 (864) 224-2111; (864) 224-3536 - Fax
 ATTORNEYS FOR THE PLAINTIFF

Anderson, South Carolina

Dated: July 15, 2022

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

Glenn Mechanical,

Plaintiff,

-vs-

Sihierh Smith,

Defendant.

Plaintiff's Memorandum in Opposition to
Defendant's Motion for Summary Judgment

Case No.: 2019-CP-04-1212

The Court should deny the Defendant, Sihierh Smith's Motion for Summary Judgment for the following reasons:

I. BACKGROUND

This action for claim and delivery was filed for a 2016 Toyota 4-Runner with VIN#JTEZU5JR4G5134086 on June 28, 2019 and subsequently a restraining order was filed on July 22, 2019. As set forth in the affidavit of John Glenn, Jr., the managing partner of the Plaintiff, which was filed with the claim and delivery in this action, the Defendant Sihierh Smith, had been employed as the office manager for Glenn Mechanical since 2016. As part of her job, Glenn Mechanical purchased and provided the Plaintiff a white 2016 Toyota 4-Runner with VIN#JTEZU5JR4G5134086. At the time of purchase, the Defendant wrongfully placed the title of said vehicle in her name personally. Attached hereto is the original Bill of Sale showing the purchaser as being Glenn Mechanical, LLC and the purchase price of said vehicle was paid by John Glenn, Jr., in the amount of \$36,400.00 and another payment in the amount of \$6,000.00. Also attached hereto, is the documents in which the vehicle was placed in the Defendant's name, which was done without Plaintiff's knowledge or consent. Also attached hereto is the affidavit and deposition excerpts of Matthew Pierce, who was in a relationship with the Defendant at the time of the purchase of this vehicle, and attest to the actions and conduct of the Defendant and having her name put on the title. Further attached are the deposition excerpts of Scott Jason Brown who was the salesperson at Ralph Hayes Toyota who sold the subject vehicle and testified that after a hold up on the sale, the vehicle was to be titled in name of Glenn Mechanical, LLC.

II. STANDARD OF REVIEW

Summary judgment is appropriate where there is no genuine issue of material fact and it is clear the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRPC. In

determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994). See *Hancock v. Mid-South Management Comp., Inc.*, 381 S.C. 326, 673 S.E.2d 801 (2009) (South Carolina State Supreme Court holding that 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 in order to withstand a motion for summary judgment)

III. THERE IS A GENUINE ISSUE OF MATERIAL FACT THAT PRECLUDES SUMMARY JUDGMENT IN THIS MATTER

As outlined by the background above, there is a Bill of Sale for the subject vehicle in the name of Glenn Mechanical, LLC. John Glenn, Jr., the managing partner of the Plaintiff did not know nor consent to the subject vehicle being placed in the Defendant's name. Glenn paid for the vehicle and Defendant's live-in boyfriend at the time, Matthew Pierce testified that Defendant wrongfully put the vehicle in her name because she had the paperwork and Glenn wouldn't know. Scott Jason Brown, the salesperson at Ralph Hayes Toyota testified the vehicle was to be titled in name of Glenn Mechanical, LLC. The Defendant went to Ralph Hayes Toyota alone and spoke to Stanley C. Ukadike in the finance office and wrongfully had the vehicle put in her name. The Title Clerk referenced in the Defendant's motion had no contact with either party and by the time she received the paperwork the vehicle had already been wrongfully placed in Defendant's name.

The pleadings, depositions, answers to interrogatories and requests to produce, together with the affidavits in this case show there is a genuine issue of material fact that precludes summary judgment.

IV. CONCLUSION

For the reasons stated above, Defendant's Motion for Summary Judgment should be denied in its entirety.

Respectfully submitted,

S/William N. Epps III
William N. Epps III
EPPS & EPPS, LLC
230 W. Whitner Street
Anderson, SC 29621
(864) 224-2111
Attorneys for the Plaintiff

May 30, 2022

State of South Carolina)
)
County of Anderson)

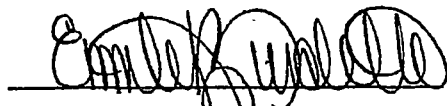
AFFIDAVIT

The undersigned, John Glenn, Jr., as managing partner for Glenn Mechanical, LLC, does hereby swear and affirm the following:

1. Defendant, Sihierh Smith, has been employed as the office manager for Glenn Mechanical since 2016. As part of her job, Glenn Mechanical purchased and provided Defendant a white 2016 Toyota 4 Runner with VIN# JTEZU5JR4G5134086. At the time of purchase, the Defendant wrongfully placed the title of said vehicle in her name personally.
2. The Defendant was terminated from her position as office manager on June 17, 2019, at which time I requested she return the vehicle. After initially agreeing to its return, despite repeated requests, the Defendant has failed and refused to return the same.
3. The undersigned is informed and believes that the vehicle in question is in danger of being wrongfully disposed of or concealed by the Defendant which would cause irreparable harm to the Plaintiff.

SWORN TO before me this 27th

Day of June, 2019.



NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 5/22/23


John Glenn, Jr., Managing Partner
Glenn Mechanical, LLC

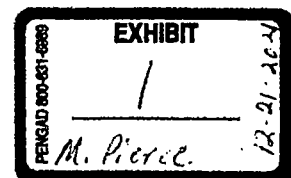
To Whom It May Concern:

My name is Matthew Pierce. I was in a relationship with Sihierh Smith from Spring 2011 until Spring 2018. We lived together from Fall 2011 until Summer 2017. This is the situation as I know it: John Glenn bought Sihierh a new 4Runner work vehicle in late Spring/early Summer 2016. Sihierh told me that John told her that the 4Runner would be put in his name. Sihierh also told me that she had all of the paperwork for the vehicle and that she was going to put it in her name anyway.

Sincerely,

Matthew Pierce 9/18/19
Matthew Pierce

Sworn to and Subscribed before me
This 18th day of September, 2019
Myrtle Davis
Notary Public Of South Carolina
my Commission Expires: 1-29-2029



STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS
C.A. NO.: 2019-CP-04-01212

Glenn Mechanical,
Plaintiff,

vs.

Sihierh Smith,
Defendant.

DEPOSITION OF MATTHEW NATHAN PIERCE
(Appearing Via Videoconference)

DATE TAKEN: December 21, 2021.
TIME BEGAN: 10:44 a.m.
TIME ENDED: 11:29 a.m.
LOCATION: Logan & Jolly, LLP
1805 North Boulevard
Anderson, South Carolina
REPORTED BY: Rusti Davis, Court Reporter
LEGAL EAGLE, INC.
P. O. Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

APPEARANCES

NORMAN EPPS, ESQUIRE
EPPS & EPPS, LLC
230 West Whitner Street
Anderson, South Carolina 29622
864-224-2111
norman@eppslawfirm.net
Attorney for Plaintiff.

JAMES W. LOGAN, JR., ESQUIRE
LOGAN & JOLLY, LLP
1805 North Boulevard
Anderson, South Carolina 29621
864-226-1910
logan@loganandjolly.com
Attorney for Defendant.

ALSO PRESENT: John Glenn
Sihierh Smith
Josh Hill

I N D E X

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*All exhibits attached to transcript.

1 back home if she was coming back home?

2 A. Yeah.

3 Q. Okay. But she moved out for good, or
4 she -- the last time you all had any real contact
5 was January of 2018; is that fair?

6 A. Maybe.

7 Q. Okay.

8 A. January or February, something like
9 that.

10 Q. All right. Have you been contacted by
11 anyone, besides me in scheduling your testimony for
12 today, about this lawsuit in any way?

13 A. The private investigator for Mr. Epps
14 contacted me. I guess it was -- I don't know how
15 long. Whenever I wrote -- whenever I wrote the
16 affidavit is when the private investigator
17 contacted me, but I haven't spoken to -- I haven't
18 spoken to anybody besides you guys since I wrote
19 that affidavit.

20 Q. All right. What led up to you writing
21 that affidavit?

22 A. I got a phone call from a private
23 investigator. I think her name was Michelle. And
24 she asked me if I knew anything about the situation
25 they're going through right now, and I said, Yeah.

1 She asked me if I would write an affidavit.

2 Q. Okay. Did she ask you to put any
3 particular information in the affidavit, or did you
4 just compose that affidavit yourself?

5 A. I composed it myself.

6 Q. Okay. All right. I've got a copy of
7 your statement, which I will mark as Exhibit 1 to
8 your deposition, and it's dated September 18th of
9 2019. Okay?

10 A. Okay.

11 [M. Pierce Deposition Exhibit No. 1 was
12 marked.]

13 Q. [By Mr. Logan] And it's signed by
14 Matthew Pierce, and it's notarized by Misty Davis.
15 Who is Misty Davis?

16 A. Misty, that's her name. I was thinking
17 Michelle. Misty, that's it.

18 Q. Okay. And is she the private
19 investigator for Mr. Epps?

20 A. That's who she claimed to be.

21 Q. Okay. Did you talk to Mr. Epps at all?

22 A. I haven't talked to Mr. Epps at all.

23 Q. Okay. Do you know Mr. Epps?

24 A. Not personally, no. I mean, I've heard
25 his name. Everybody's heard of the Epps name in

1 Anderson.

2 Q. Do you know -- prior to being contacted
3 by Misty Davis, were you -- did you and Mr. Glenn
4 have a conversation?

5 A. I spoke to him once, yeah.

6 Q. And what was the purpose of that
7 conver -- or nature of that conversation?

8 A. I told him if he needed any information
9 from me, he would have to get me subpoenaed.

10 Q. Okay. But yet you were willing to write
11 out a statement without being subpoenaed?

12 A. Yeah.

13 Q. Okay. So he had called you to ask for a
14 statement from you or any information you may have?

15 A. I called him.

16 Q. Okay. And why did you call him?

17 A. Because I had heard that Sihierh had
18 basically stolen the 4Runner.

19 Q. And who told you that?

20 A. I'd hear from so many people about her
21 when I lived in Anderson. I think it was Jeremy
22 Dye.

23 Q. And who is Jeremy Dye?

24 A. He worked -- and don't quote me on that.
25 He works for John, and he's married to my cousin.

1 Q. What's your cousin's name?

2 A. Amanda.

3 Q. Okay. Does Jeremy still work for
4 Mr. Glenn?

5 A. I have no idea.

6 Q. Okay. So you called Mr. Glenn. Do you
7 remember about what time it was that you called
8 Mr. Glenn?

9 A. I know it was daytime. I don't remember
10 the exact time.

11 Q. Okay. I mean, do you have a year, or do
12 you have a date or anything of that nature?

13 A. I'm sorry. I didn't -- were you talking
14 to me?

15 Q. Yes, sir. I said, Can you narrow it
16 down as to when you called -- reached out to
17 Mr. Glenn, called him? Can you tell me a date, a
18 year, a month?

19 A. Well, if I wrote the affidavit in 2019,
20 I would say it was sometime before I wrote the
21 affidavit in 2019.

22 Q. Okay. And what did --

23 A. I don't have a planner.

24 Q. What did he ask you to do?

25 A. He didn't ask me to do anything.

1 Q. Okay. Well, why did you call him?

2 A. Because I know what went down with the
3 4Runner.

4 Q. And what went down with the 4Runner?

5 A. He bought her a 4Runner. The original
6 bill of sale was in his name for her to test drive.
7 And we had an argument about that because she was
8 giving him her car, and I told her that was stupid
9 to give her car for a car -- for a vehicle that she
10 doesn't even own. I told her that was stupid.
11 When she went back to do the paperwork, John Glenn
12 didn't go with her, and she put the bill of sale in
13 her name.

14 Q. And how do you know that?

15 A. Because I saw it.

16 Q. You saw what?

17 A. I saw both bills of sale. When she
18 brought it home the first day, the bill of sale was
19 sitting in the car when I drove it down the road,
20 and it had John -- or Glenn Mechanical might have
21 been the name on the bill of sale. And then when
22 she went back to do the paperwork, she told me she
23 had it put in her name.

24 Q. Okay. Did she tell you anything else
25 about the transaction?

1 A. She said John didn't know because he
2 didn't do the paperwork.

3 Q. Okay. Who did the paperwork?

4 A. She went to Ralph Hayes to do the
5 paperwork.

6 Q. Okay. And Ralph Hayes did the
7 paperwork?

8 A. Yeah. Well, yeah. You know how that
9 goes. I guess the finance guy did the -- I don't
10 know who did the paperwork. I know her name was on
11 the last bill of sale.

12 Q. Okay. And she told you that she gave
13 John Glenn her car in exchange --

14 A. Yeah. Yeah. That was another big
15 argument because I was working in Greenwood at the
16 time. And I wanted to drive her car back and forth
17 to work to save miles and gas in my truck, and she
18 said she had to give that to John Glenn.

19 Q. Okay. So, and she was willing, in order
20 to -- based upon what you've told me, she was
21 willing to give up her car to John Glenn in
22 exchange for the truck that he was going to give
23 her; is that your understanding?

24 A. For the truck -- she had to give her car
25 to be able to drive a company car.

1 Q. She had to give her car to drive a
2 company car?

3 A. Yeah. That was basically the argument
4 we had because I told her it was stupid to give him
5 her car and that 4Runner not be in her name. You
6 don't give up your car and not have anything
7 because he could fire her on a moment's notice, and
8 she wouldn't have anything to drive.

9 Q. Okay. All right. So that was the --
10 that was the information you shared with her; is
11 that right?

12 A. Yeah.

13 Q. Okay. All right. But she was -- your
14 understanding was she was willing to give her car
15 to Glenn in exchange for him buying the 4Runner; is
16 that right?

17 A. Yes.

18 Q. Okay. All right. Did she drive the
19 4Runner while she was still living with you?

20 A. Yeah.

21 Q. Okay. And did you ever drive it at all?

22 A. Yeah.

23 Q. Okay. Who paid the gas on the four --
24 for the 4Runner?

25 A. I'm assuming she did. I don't know. I

Telephone (864) 226-1571
FAX (864) 224-1174
www.ralphhayestoyota.com

RALPH HAYES TOYOTA

3525 Clemson Blvd.
P.O. Box 5058
ANDERSON, SC 29621

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO THE FEDERAL
ARBITRATION ACT ("FAA"), 9 U.S.C. § 1 ET SEQ. OR IF
AND ONLY IF THE FAA DOES NOT APPLY, THEN
PURSUANT TO THE SOUTH CAROLINA UNIFORM
ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ.
THE TERMS AND CONDITIONS OF ARBITRATION ARE
CONTAINED IN THE DEALERSHIP'S ARBITRATION
POLICIES AND PROCEDURES.

CUST# 105229

DEAL# 57043

Purchaser Ins. Info:

Co.

Policy No.

Dates

to

Date JUL 27th, 20 16

Agent

Agent Address

Purchaser GLENN MECHANICAL LLC

Address 525 N MAIN ST

City ANDERSON

County ANDERSON

State SC

Zip 29621

Stock No. 13020

Sell Price 41901.00

Less Disc. N/A

Net S.P. 41901.00

DEDUCT:

Inventory

G.P.

I hereby agree to purchase from you under the terms & conditions specified, the following:

Quantity 1 Year 2016 Make TOYOTA Model 4RUNNER Body Style 4DR RWD V6 LTD

X New
Used

Serial Number JTEZU5JR4G5134086

Color

Engine

License No.

1.	CASH SELLING PRICE, INC. EXTRAS	41901.00
2.	LICENSE PLATES, TRANSFER & TITLE	25.00
3.	SALES TAX	300.00
4.	Closing Fee	XXXXXX 174.00
5.	TOTAL CASH SELLING PRICE	42400.00
6.	TRADE-IN: Make KIA Body Style 4DR SDN 2.4L Year 2011	
	Serial No. KNAGM4A72B5182194 Insp. No. Engine	
	Transmission A/C License	
	ALLOWANCE ON TRADE-IN	6000.00
	LESS PAY OFF TO:	N/A
	NET ALLOWANCE ON TRADE-IN	6000.00
7.	CASH PAYMENT	36400.00
8.	DEPOSIT	N/A
9.	OTHER	N/A
10.	TOTAL DOWN PAYMENT	42400.00
11.	UNPAID BALANCE (4-10)	N/A
12.	LIFE INS. \$ N/A A & H \$ N/A	N/A
13.	AUTO INSURANCE	N/A
14.	AMOUNT FINANCED (11 + 12 + 13)	N/A
15.	FINANCE CHARGE	N/A
16.	TOTAL OF PAYMENTS	42400.00
17.	DEFERRED PAYMENT PRICE (10 + 16)	N/A
	TIME BALANCE PAYABLE IN 1 MONTHLY INSTALLMENTS OF \$	
	EACH BEGINNING JUL 28th 20 16 (ANNUAL PERCENTAGE RATE 0.00 %)	

DISCLAIMER OF WARRANTIES

I have read this Contract and understand that selling Dealer makes no warranties express or implied with respect to the sale of the vehicle described herein. ANY DESCRIPTION CONTAINED IN THIS CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE VEHICLE SOLD AND DOES NOT CONSTITUTE A WARRANTY THAT THE VEHICLE SHALL CONFORM TO THAT DESCRIPTION. THE ONLY WARRANTIES, IF ANY, APPLYING TO THIS VEHICLE ARE THOSE THAT MAY BE OFFERED BY THE MANUFACTURER. THOSE WARRANTIES ARE PROVIDED, IF AT ALL, OUTSIDE OF THIS CONTRACT. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Dealer does not assume, nor authorizes any other person to assume for it, any liability in connection with the sale of this vehicle. PURCHASER AGREES THAT PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS SALE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. The undersigned Purchaser expressly accepts the above described vehicle as being in satisfactory condition at the time of sale.

Purchaser Signature

Co-Buyer Signature

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, with respect to this sale, and that this Contract contains the entire agreement between the selling Dealer and the Purchaser and that, consequently, no course of prior dealing or usage of the trade shall be relevant to supplement or explain any terms used in this Contract.

Salesman's Name: SCOTT J BROWN

Finance STANLEY C UKADIKE

Sto. No.

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South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2016 Make TOYOTA Model Type 4RUNNER Body Type 4DR RWD V6 L

VIN (Vehicle Identification Number) JTEZU5JR4G5134086

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, GLENN MECHANICAL LLC (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION (Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

GLENN MECHANICAL LLC

07/27/2016

(Transferor's Signature)

(Printed Name)

(Date of Statement)

525 N MAIN ST ANDERSON SC 29621

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)

(Printed Name of Individual Signing as Transferee)

RALPH HAYES TOYOTA SCION

3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14) (PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____, (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

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South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2011 Make KIA Model Type OPTIMA Body Type 4DR SDN 2.4L
VIN (Vehicle Identification Number) KNAGM4A72B5182194

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, GLENN MECHANICAL LLC (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION (Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure. I state that the odometer now reads 80411 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

- ☒ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

GLENN MECHANICAL LLC

07/27/2016

(Transferor's Signature)
525 N MAIN ST ANDERSON SC 29621

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature) RALPH HAYES TOYOTA SCION (Printed Name of Individual Signing as Transferee)
3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company) Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14) (PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____, (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

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**AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE**
(Entire Form Must Be Typed or Printed)

No. 42862001

Personally appeared before me GLENN MECHANICAL LLC N/A
(Seller) (Dealer Retail Tax #)

525 N MAIN ST ANDERSON ANDERSON SC 29621

(Address)

who being duly sworn, deposes and says that on the 27th day of JULY 202016,

he sold the following motor vehicle: Make KIA Model OPTIMA

Year 2011 Identification (Serial) No. KNAGM4A72B5182194

License No. _____ to RALPH HAYES TOYOTA SCION
(Buyer)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street)

(City)

(County)

(State)

(Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____

Address _____ Date _____

I certify that the odometer now reads 80411 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Property Tax Section

Check One:

____ Purchase License Plate

D.L. Number _____

License Plate Issued _____

XX Transfer License Plate

Signature of Buyer/if purchasing plates _____

Property taxes will be due in 120 days


(Signature of Seller)

GLENN MECHANICAL LLC

(Print Seller's Name)

(Signature of Buyer)

RALPH HAYES TOYOTA SCION

(Print Buyer's Name)

South Carolina

SC 054

DRIVER'S LICENSE

DL#

GLENN JOHN WILLIAM JR

08-21-1976



DOB: [REDACTED]
Issued: 08-15-2013
Expires: 08-21-2023
Class: D
Sex: M
Weight: 226
Height: 5-02
Restrict: A
Endorse: None



040004 M02
Governor

Date: Fri, 30 Aug 2019 03:53:23 PM EDT
From: Celeste Shaw <celeste.shaw@grandsouth.com>
To: "turner@ralphhayestoyota.com" <turner@ralphhayestoyota.com>
Subject: copy of check \$36,400

Here is the copy of the check you requested. Also pdf attached.
Have a great weekend!

JOHN GLENN JR
ANDERSON, SC 29621

13020

8/1/16

1451
67-160/532

PAY to the order of RALPH HAYES TOYOTA \$ 36,400.00
THIRTY SIX THOUSAND FOUR HUNDRED DOLLARS

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK-B&T BB&T.com

For _____ Signature [Signature]

121
Applied Checks

0003190712

>053207957<
GrandSouth Bank #003
2016-08-02
0003290712
Batch 81802294

FOR DEPOSIT ONLY
TO THE ORDER OF
RALPH HAYES MOTORS

ENDORSE HERE

Celeste Shaw
Banking Services Representative
864-224-2424
864-622-0607 direct
celeste.shaw@grandsouth.com

GrandSouth
BANK.

OB3281.pdf (179K)

JOHN GLENN JR
ANDERSON, SC 29621

13020

1376
67-183/532

8/16/16

PAY to the order of PAUL HENRY TOLSON \$ 6000.00
SIX THOUSAND 00 00 Dollars



BRANCH BANKING AND TRUST COMPANY
1-800-BANK BB&T BB&T.com

For _____

Signature _____

Notary Clerk

ELECTRONICALLY FILED - 2022 May 31 9:24 AM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212
ELECTRONICALLY FILED - 2022 Jul 18 1:20 PM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

Ralph Hayes TOYOTA

9525 Clemson Blvd., Anderson SC 29621
(864) 226-2571
www.RalphHayesToyota.com

DATE: 7/27/2016

CUSTOMER: Sihierh Hossein-Beik Smith

VEHICLE STOCK #: 13020 Toyota 4Runner

SALESPERSON: Scott Brown

VEHICLE TRADE #1: Kia Optima

DEAL NUMBER: 57043

VEHICLE TRADE #2:

DESK MANAGER:

SALES DESK REVIEW

- ☒ BUYERS ORDER
- ☒ WE OWE
- ☒ PRIVACY
- ☒ AGREEMENT TO PROVIDE INS
- ☐ CREDIT APP
- ☐ BUYERS GUIDE
- ☐ CARFAX
- ☐ TRADE TITLE / PAYOFF QUOTE
- ☒ COPY OF DL
- ☒ COPY OF INSURANCE
- ☒ COPY OF REGISTRATION OR TAG

DEALER TRADES / LOCATES

- ☐ SIGNED COPY OF VEHICLE EXPECTED
- ☐ W/ADDS AND DELETES

SALES MANAGER APPROVAL

FINANCE REVIEW

- ☐ MENU COMPLETED AND SIGNED
- ☐ INSURANCE VERIFIED
- ☐ ALL DOCUMENTS SIGNED
- ☐ BANK APPROVAL / BANK USED
- ☐ CHECK COPIED / CASH RECEIPTED
- ☐ F&I MGR RESPONSIBLE FOR ACCEPTING CASH
- ☐ ARBITRATION CLAUSE
- ☐ CASH DEAL / FINANCE DEAL

FINANCE MANAGER APPROVAL

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Telephone (864) 226-1571
 FAX (864) 224-1174
 www.ralphhayestoyota.com
 CUST# 105007
 DEAL# 57043

RALPH HAYES TOYOTA

3525 Clemson Blvd.
 P.O. Box 5058
 ANDERSON, SC 29621

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA") 9 U.S.C. § 1 ET SEQ. OR IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-49-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

Purchaser Ins. Info:

Co. _____
 Policy No. _____
 Dates _____ to _____ Date _____, 20____
 Agent _____
 Agent Address _____
 Purchaser Address _____
 Address _____ City _____ County _____ State _____ Zip _____

13020
 Stock No. 41901.00
 Sell Price _____
 Less Disc. _____
 Net S.P. 41901.00
 DEDUCT: _____
 Inventory _____
 G.P. _____
 Anderson SC 29624

I hereby agree to purchase from you under the terms & conditions specified, the following:

XX New Used Quantity 1 Year 2016 Make TOYOTA Model 4RUNNER Body Style 4DR RWD V6 LTD
 JTEZU5JR4G5134086
 Serial Number _____ Color _____ Engine _____ License No. _____

1.	CASH SELLING PRICE, INC. EXTRAS	41901.00
2.	LICENSE PLATES, TRANSFER & TITLE	25.00
3.	SALES TAX / IMF	300.00
4.	Closing Fee	174.00
5.	TOTAL CASH SELLING PRICE	42400.00
6.	TRADE-IN: Make _____ Body Style _____ Year _____ Serial No. _____ Insp. No. _____ Engine _____ Transmission _____ A/C _____ License _____	
	ALLOWANCE ON TRADE-IN	N/A
	LESS PAY OFF TO:	N/A
	NET ALLOWANCE ON TRADE-IN	N/A
7.	CASH PAYMENT	36400.00
8.	DEPOSIT	6000.00
9.	OTHER	N/A
10.	TOTAL DOWN PAYMENT	42400.00
11.	UNPAID BALANCE (4-10)	N/A
12.	LIFE INS. \$ _____ A & H \$ _____	N/A
13.	AUTO INSURANCE	N/A
14.	AMOUNT FINANCED (11 + 12 + 13)	N/A
15.	FINANCE CHARGE	N/A
16.	TOTAL OF PAYMENTS	42400.00
17.	DEFERRED PAYMENT PRICE (10 + 16)	N/A
	TIME/BALANCE PAYABLE IN 16 MONTHLY INSTALLMENTS OF \$ 0.00 EACH BEGINNING 20 (ANNUAL PERCENTAGE RATE _____ %)	

DISCLAIMER OF WARRANTIES

I have read this Contract and understand that selling Dealer makes no warranties express or implied with respect to the sale of the vehicle described herein. ANY DESCRIPTION CONTAINED IN THIS CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE VEHICLE SOLD AND DOES NOT CONSTITUTE A WARRANTY THAT THE VEHICLE SHALL CONFORM TO THAT DESCRIPTION. THE ONLY WARRANTIES, IF ANY, APPLYING TO THIS VEHICLE ARE THOSE THAT MAY BE OFFERED BY THE MANUFACTURER. THOSE WARRANTIES ARE PROVIDED, IF AT ALL, OUTSIDE OF THIS CONTRACT. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Dealer does not assume, nor authorizes any other person to assume for it, any liability in connection with the sale of this vehicle. PURCHASER AGREES THAT PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS SALE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. The undersigned Purchaser expressly accepts the above described vehicle as being in satisfactory condition at the time of sale.

Purchaser Signature _____

Co-Buyer Signature _____

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, with respect to this sale, and that this Contract contains the entire agreement between the selling Dealer and the Purchaser and that, consequently, no course of prior dealing or usage of the trade shall be relevant to supplement or explain any terms used in this Contract.

Salesman's Name SCOTT J BROWN

Finance STANLEY C UKADIKE

Sto. No. _____

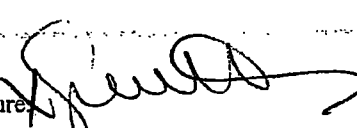
Ralph Hayes
TOYOTA

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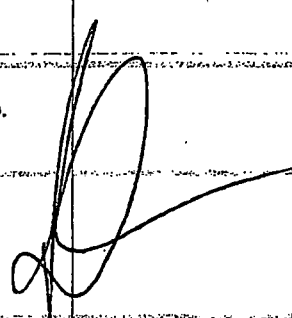
BUYER		CO-BUYER		Deal #: 57043	
SHIRH HOSSIN-BEK SMITH				Deal Type: Retail	
				Deal Date: 07/27/2016	
				Print Time: 02:56pm	
Home #: (864) 934-1110		Home #:		Salesperson: SCOTT J BROWN	
Work #:		Work #:			
VEHICLE					
New ☒	Stock #:	Description:	VIN:	Mileage:	
Used ☐	13020	2016 TOYOTA 4RUNNER	JTEU5JR4G5134086		
Demo ☐					
TRADE					
Vehicle: 2011 KIA OPTIMA 4DR SDN 2.4L... VIN: KNAGM4A72B5182194 Mileage: 80,411 Allowance: \$ 6,000.00 Payoff: \$ 0.00					
Sale Price: \$ 41,901.00 Total Financed Aftermarkets: \$ 0.00 Total Trade Allowance: \$ 6,000.00 Trade Difference: \$ 35,901.00 Documentary Fee: \$ 174.00 State & Local Taxes: \$ 300.00 Total License and Fees: \$ 25.00 Total Cash Price: \$ 36,400.00 Total Trade Payoff: \$ 0.00 Delivered Price: \$ 36,400.00 Cash Down Payment + Deposit: \$ 0.00 Unpaid Balance: \$ 36,400.00			PAYMENTS Option 1: (lease) Mileage Program: 12,000 Cash \$0.00 36 mth @ 0000000 \$ 1,068.83 Annual Planned Miles: 12,000		

NOTICE OF SALESPERSON AUTHORITY:

This proposal is not valid unless signed and accepted by a Sales Manager or an Officer of the Dealership.

Signature: 

Date: 07/27/2016

Accepted By: 

Co-buyer:

Date:

Title:

Ralph Hayes Toyota - WE OWE

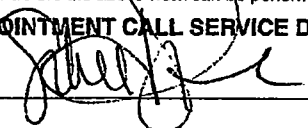
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NAME	SIHIERH HOSSEIN-BEIK	STK. NO.	NEW	USED
ADDRESS	[REDACTED]	YEAR	2016	MAKE
CITY	Starr	STATE	SC	MODEL
E-MAIL	[REDACTED]	ZIP	29684	4Runner
		SERIAL NO. JTEZU5JR4G5134086		
PHONE - HOME NO.	[REDACTED]	WORK NO.	CELL NO.	
SALES PERSON		Scott Brown		
		DEL. DATE		

QTY.	NAME OF ITEM	PART	LABOR
	SOLD AS EQUIPPED		

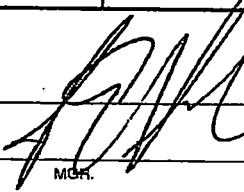
I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER 

DATE 7/27/2016

APPROVED


MGR.

FACTS**WHAT DOES RALPH HAYES TOYOTA DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

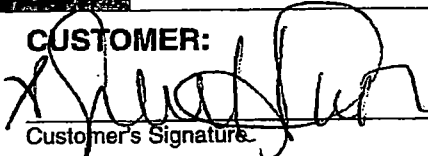
- Social Security number and income
- Account balances and payment history
- Credit history and employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Ralph Hayes Toyota chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Ralph Hayes Toyota share?	Can you limit this sharing?
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes —to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes —Information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes —Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call (864) 226-1571 or go to ralphhayestoyota.com	

CUSTOMER:

Customer's Signature

SIHIERH HOSSEIN-BEIK SMITH

Customer's Name (Printed)

207 Inglewood Cir

Customer's Address

Starr

SC 29684

City, State, Zip

 Social Security No. Date of Birth

Date

CUSTOMER:

Customer's Signature

Customer's Name (Printed)

Customer's Address

City, State, Zip

Social Security No.

Date of Birth

Date

Who we are	
Who is providing this notice?	Ralph Hayes Toyota
What we do	
How does Ralph Hayes Toyota protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Ralph Hayes Toyota collect my personal information?	We collect your personal information, for example, when you ■ apply for financing of apply for a lease ■ provide employment information ■ give us your contact information or show your driver's license We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Ralph Hayes Toyota does not share with any affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Ralph Hayes Toyota does not share with any nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ <i>Ralph Hayes Toyota does not jointly market.</i>

Scott

AGREEMENT TO PROVIDE ACCIDENTAL PHYSICAL DAMAGE INSURANCE

To provide protection against serious financial loss should an accident or damage occur, I understand that my installment contract requires that the vehicle be continuously covered with insurance against the risks of fire, theft and collision, and that failure to provide such insurance gives the lienholder listed below the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested that the policy contains a loss payable endorsement in favor of lienholder.

Lienholder: _____

Cash

NAMED INSURED: FIRST Sihierh		MIDDLE Hossein-Beik	LAST Smith
ADDRESS	NUMBER AND STREET	CITY Starr	STATE ZIP CODE SC 29684
TEL. NO.	DRIVER'S LICENSE #		
NAMED PURCHASER: FIRST Sihierh		MIDDLE Hossein-Bei	LAST Smith
ADDRESS	NUMBER AND STREET	CITY Starr	STATE ZIP CODE SC 29684
TEL. NO.			

VEHICLE INSURED:

YEAR 2016	MAKE Toyota	BODY RWD 4dr V6 Limited	MODEL 4Runner	VIN JTEZU5JR4G5134086

VEHICLE USE: ☐ Private Passenger, ☐ Commercial Auto and Trailer
☐ Radius of Haul ☐ Public Livery, ☐ All Other

INSURANCE AGENT: PLEASE PRINT CLEARLY FULL AND EXACT ADDRESS TO APPEAR IN WINDOW ENVELOPE

NAME	<i>Ken</i> KEN SULLIVAN		
ADDRESS	1701 Sandfer Blvd		
CITY	STATE	ZIP CODE	
Seveca	SC	29678	
AGENT'S TELEPHONE NUMBER	(864) 882-9224		

INSURANCE CARRIER:

NAME	STATE FARM		
POLICY NUMBER	1052952A3140E		
DATE THIS VEHICLE RECOVERED	FROM:	TO:	
	7-28-16	8-28-16	
COVERAGE			
☐ Collision <i>250</i> Deductible Type: ☐ BROAD FORM OR STANDARD ☐ LIMITED (NOT ACCEPTABLE) ☐ Comprehensive <i>500</i> Deductible ☐ Fire-Theft			

AGENT'S COMMENT:

NAMED INSURED
SIGNS _____

Scott

7/27/2016
DATE

DEALER CONFIRMATION:

☒ AGENCY	☐ INSURANCE CARRIER	NAME OF PERSON CONTACTED <i>L.C.M.</i>	ABOVE LIENHOLDER LISTED AS LOSS PAYEE ☐ YES ☐ NO
Confirmed By _____		Date 7/27/2016	

DEALER
SIGNS _____

Scott

DEALER _____

ARBITRATION POLICIES AND PROCEDURES

PLEASE REVIEW-IMPORTANT-AFFECTS YOUR LEGAL RIGHTS

1. BOTH THE DEALER AND CUSTOMER(S) SHALL HAVE THE RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED IN ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. YOU AGREE TO GIVE UP THE RIGHT TO PARTICIPATE AS A PRIVATE ATTORNEY GENERAL, CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT.
4. THIS AGREEMENT SUPERSEDES ALL PRIOR DISCUSSIONS, ARRANGEMENTS, NEGOTIATIONS AND OTHER COMMUNICATIONS, IF ANY, ON DISPUTE RESOLUTION.

In this Arbitration Agreement, "Customer," "you," and "your" refers to the customer(s) signing below. "Dealer," "we," "us," and "our" refer to the Dealer signing below as well as any other affiliated entity, parent or subsidiary, their successors and assigns and all of their owners, shareholders, managers and agents, and anyone to whom the Dealer assigns this Arbitration Agreement. You agree that Dealer's Policies and Procedures govern any arbitration between the parties. A copy of the Policies and Procedures is available upon request.

Any claim, counterclaim, third party claim, cross-claim, dispute or controversy between Dealer and Customer, as well as between Customer and Dealer's employees, agents, affiliate companies or persons, successors and assigns, whether in contract, tort or otherwise, arising from or relating to the repair or servicing of the vehicle listed on this Repair Order or Estimate or any resulting transaction or relationship (including any such relationship with third parties who do not sign your purchase or finance contract), or the validity, enforceability, or scope of this Agreement, shall be resolved by neutral, binding arbitration. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Agreement shall not apply to such claim or dispute. This Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act ("FAA"), 9 U.S.C. 1-16 and shall be governed by the FAA. If and only if the FAA does not apply, then by any applicable state law concerning arbitration. You agree that there will be no right to participate as a class or group representative, private attorney general, or class or group member of any class or group claim against Dealer, including any right to class or group arbitration or any consolidation of individual arbitrations.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. You and we retain any rights to bring an action individually to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by Dealer or Customer.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the Policies and Procedures. The arbitrator shall apply governing substantive law in making an award, but may not add to, modify, invalidate or ignore any provision of the Agreement or the Policies and Procedures. The arbitration hearing shall be conducted in the federal district where this Arbitration Agreement was executed. The party filing arbitration shall pay a \$250 filing fee. We will advance any additional administration, arbitration, or hearing fee up to a maximum of \$1,500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Thereafter, each party shall share equally in any administration, arbitration, or hearing fee. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000 or includes an award of injunctive relief against a party, that party may request a new arbitration under the Policies and Procedures. The appealing party requesting new arbitration shall be responsible for any filing fee and other arbitration costs subject to a final determination by the arbitrator(s) of a fair apportionment of costs. Any court having jurisdiction may enter judgment on the arbitrator's award.

If any provision of this Agreement is determined to be unenforceable other than the waiver of the right to participate in a class or consolidated arbitration, then the remainder shall be given full force and effect. This Agreement shall survive the termination of any and all of Customer's business with Dealer. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, is agreed to be the last Agreement entered into with respect to its subject matter, and supersedes all prior discussions, arrangements, negotiations and other communications, if any, on dispute resolution.

7/27/16
Date

Customer(s)

7/27/16
Date

Dealer, Ralph Hayes Toyota



South Carolina Department of Motor Vehicles
Motor Vehicle and Truck Demonstration Certificate

MV-38
(Rev. 09/07)

- ☐ MOTOR VEHICLE DEMONSTRATION CERTIFICATE (EXPIRES IN 7 DAYS)
☐ TRUCK DEMONSTRATION CERTIFICATE (EXPIRES IN 3 DAYS)
(16,000 GVW OR GREATER)

Ralph Hayes Toyota
Dealership Name

39003
Dealer License Number

X629032
Dealer Plate Number

Schierh Hussein-Beik Smith
Complete Name of Prospective Purchaser

7-25-16
Beginning Date

7-26-16
Ending Date

Signature of Authorized Dealer

57043



South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2016 Make TOYOTA Model Type 4RUNNER Body Type 4DR RWD V6 L
VIN (Vehicle Identification Number) JTEZU5JR4G5134086

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, SIHIERH HOSSEIN-BEIK SMITH (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION (Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

SIHIERH HOSSEIN-BEIK SMITH (Transferor's Signature) SIHIERH HOSSEIN-BEIK SMITH (Printed Name) 07/27/2016 (Date of Statement)

STARR SC 29684 (Transferor's Address (Street, City, State, Zip Code))

RALPH HAYES TOYOTA SCION (Transferee's Signature) 3525 CLEMSON BLVD. ANDERSON SC 29621 (Printed Name of Individual Signing as Transferee)
(Transferee's Name - Print or Type Name of Business or Company) Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14) (PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature) (Printed Name)
(Transferee's Name - Print or Type Name of Business or Company)

(Transferee's Address (Street, City, State, Zip Code))

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

(Transferor's Signature) (Printed Name) (Date of Statement)

(Transferor's Address (Street, City, State, Zip Code))

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____, (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature) (Printed Name) (Date of Certification)
3525 CLEMSON BLVD. ANDERSON SC 29621
(Street Address) (City) (State) (Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.

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AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

No. 42860544

Personally appeared before me _____

(Seller)

(Dealer Retail Tax #)

(Address)

who being duly sworn, deposes and says that on the _____ day of _____, 20____

he sold the following motor vehicle: Make _____ Model _____

Year _____ Identification (Serial) No. _____

License No. _____ to _____ (Buyer)

(Street)

(City)

(County)

(State)

(Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____

Address _____ Date _____

I certify that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.



(Signature of Seller)

(Print Seller's Name)



(Signature of Buyer)

(Print Buyer's Name)

Property Tax Section

Check One:

_____ Purchase License Plate

D.L. Number _____

License Plate Issued _____

_____ Transfer License Plate

Signature of Buyer/If purchasing plates

Property taxes will be due in 120 days

TOP COPY - TO DIVISION OF MOTOR VEHICLES WITH TITLE AND LICENSING APPLICATION. YELLOW COPY - FOR DEALER'S FILE.
PINK COPY - TO DIVISION OF MOTOR VEHICLES IF NEW TAGS ARE TO BE OBTAINED. GOLDENROD COPY - TO BUYER.

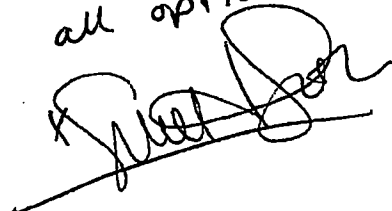
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2016 TOYOTA 4RUNNER SR5 - JTEZU5JR4G5134086 - 162 Miles

Base COD Amount: \$36,400.00

Selling Price: \$41,901.00 Trade Allowance: \$6,000.00 Payoff Amt: \$0.00 Cash Down: \$0.00 Rebate: \$0.00 Deposit: \$0.00

	Basic	Economy
Vehicle Protection Plan Term: 7/100000 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage Deductible: \$0	Vehicle Protection Plan Term: 7/100000 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage Deductible: \$0	Vehicle Protection Plan Term: 7/100000 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage Deductible: \$0
Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service	Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service	Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service
Road Hazard Tire Term: 60/999999 • Deluxe Plan • Helps pay for repairs to tires/wheels damaged by covered road hazards • \$40 per tire for repair; \$5000 lifetime - maximum benefit for tire/wheel replacement	Road Hazard Tire Term: 60/999999 • Deluxe Plan • Helps pay for repairs to tires/wheels damaged by covered road hazards • \$40 per tire for repair; \$5000 lifetime - maximum benefit for tire/wheel replacement	
LoJack Vehicle Recovery System Lojack • Theft System • #1 stolen vehicle recovery system in the world • Backed by law enforcement *90%		
Simoniz • Interior and Exterior Protection for your Vehicle • Exterior Coverage: Acid Rain, Tree Sap, - Bird Waste, Insects and more • Interior Protection Coverage: Seats (Cloth or Leather), Carpet, Area & Fabrics/Leather Door Trim and more • No Deductible • Lifetime Warranty • Coverages Available		
\$41,063.00	\$39,769.00	\$39,400.00
		\$38,400.00

I decline
all options


For exact coverages, exclusions, and limitations of the above optional value added products that you have selected, please refer to the specific product contract. Payments listed above are estimates. For specific payment information, please refer to the product contract. The purchase of value added products is NOT required in order to obtain financing or to lease/purchase a vehicle. Each value added optional product may be purchased separately.

Signature _____

Prepared By: STAN UKADIKE 7/27/2016 3:20:58 PM

Note: RALPH HAYES TOYOTA is solely responsible for the language of this document and used a software program provided by DealerTrack to create this document.

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ELECTRONICALLY FILED - 2022 May 31 9:24 AM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212
ELECTRONICALLY FILED - 2022 Jun 18 1:20 PM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

CERTIFICATE OF ORIGIN FOR A VEHICLE

TOYOTA

DATE
07/20/16

INVOICE NO.
1932683

VEHICLE IDENTIFICATION NO.
JTEZU5JR4G5134086

YEAR
2016

MAKE
TOYOTA

BODY TYPE
UT 4X2 LIMITED V6

SHIPPING WEIGHT
4359

H.P. (SAE) G.V.W.R.
270 06100

NO. CYCLES
6

SERIES OR MODEL
4RUNNER

CAPACITY
1614

ENGINE NUMBER
1GRB363121

01785

I, the undersigned, authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

**RALPH HAYES TOYOTA
3525 CLEMSON BLVD., POB 5058
ANDERSON SC**

39003

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

**CERTIFIED FOR ALL 50 STATE
EMISSIONS**

SOUTHEAST TOYOTA DISTRIBUTORS, LLC

BY:

President

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(AGENT)

8009394544

DEERFIELD BEACH, FLORIDA
CITY - STATE

South Carolina DRIVER'S LICENSE

DL# [REDACTED] SMITH SHIERH HOSSEIN [REDACTED]

DOB: [REDACTED]

Issued: 05-20-2015

Expires: 05-20-2025

Class: D

Sex: F

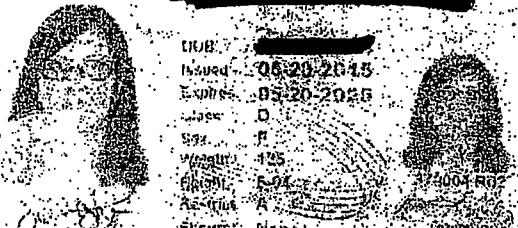
Height: 425

Weight: 125

Eye: B

HAIR: A

Signature: None



IMPORTANT - ID

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

SOUTH CAROLINA INSURANCE CARD

State Farm Mutual Automobile Insurance Company

INSURED: HOSSEIN-BEH, ABRAHAM

POLICY NUMBER: 105 2952-A31-40E

YR: 2011 MAKE: KIA

MODEL: OPTIMA

AGENT: KIM SULLIVAN

PHONE: (864)882-8224

EFFECTIVE: JAN 31 2018 TO JUL 31 2016

VIN: KNAGM4A72B5182194

NAIC: 25178

1386-A1F

A BODILY INJURY/PROPERTY DAMAGE LIABILITY

D 250 DEDUCT COMPREHENSIVE

G 500 DEDUCT COLLISION

H, R1, U, W

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

1491/10117

KEEP, THIS CARD IS INVALID IF THE POLICY FC
KEEP YOUR CURRENT CARD U

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

PLATE NUMBER: GMU441

PLATE CLASS: RP1

ISSUE DATE: 1/14/2015

PLATE EXP: 10/2016

DECAL EXP: 10/2015

VIN: KNAGM4A72B5182194

YEAR: 2011

MAKE: KIA

BODY: 4S

MODEL: OPTIM

VEHICLE TYPE: 1

EMPTY/GWW: 3223

TITLE: 772060280926264 B

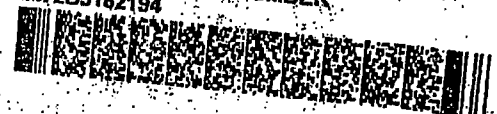
EQUIPMENT NO.:

COUNTY: 37

VEHICLE NO.: 21950766

FLEET NUMBER:

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR



ELECTRONICALLY FILED - 2022 May 31 9:24 AM - [REDACTED]

ELECTRONICALLY FILED - 2022 Jun 08 10:55 AM - [REDACTED]

CUSTOMER NO. 23856079

SMITH SHIERH HOSSEIN

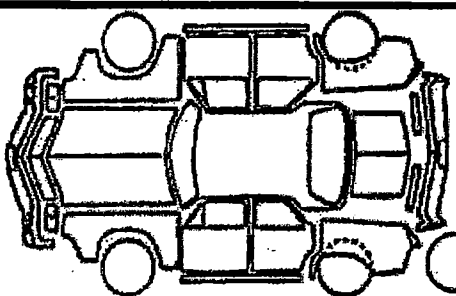
ANDERSON - COMMON PLEAS - CASE#2019CP0401212

COMMON PLEAS - CASE#2019CP0401212

APPRAISAL RECORD

DATE 7/27/2016

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 ELECTRONICALLY FILED - 2022 Jul 18 1:20 PM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

Owner's Name <u>Sihlerh Hossein-Beik Smith</u>		Year <u>2011</u>	Make <u>Kia</u>	Model <u>Optima</u>
Street Address <u>[REDACTED]</u>		Body Style		Color
City <u>Starr</u>	Zip <u>29684</u>	Phone <u>[REDACTED]</u>	Trim Level	Miles <u>80411</u>
Sales Representative <u>Scott Brown</u>		VIN No.	<u>KNAGM4A72B5182194</u>	
8 Cyl.	6 Cyl.	4 Cyl.	CD Cass	() Air Bag Auto
Turbo	Other	—	AM/FM	Pwr. Windows Speed Control
4 X 4	Diesel	None	(none)	4 Speed (5) Sunroof Tilt
History of Vehicle: No. of Owners		MILEAGE ACTUAL NOT ACTUAL UNVERIFIED		
THIS VEHICLE WAS PREVIOUSLY:		Title in name of: _____		
Salvage Yes No Flood Damaged Yes No Factory Buy Back Yes No		Vehicle Currently Titled In State of: _____		
Has the airbag in this vehicle ever been deployed or disconnected? Yes No		Lien Registered to: _____		
Was this vehicle previously damaged? Yes No		OWNERS MANUAL YES NO		
All State and Federal mandatory emissions systems are installed and intact? Yes No				
Recent Improvements or Repairs:		KEYS 1 OR 2		REMOTES 1 OR 2
The vehicle described above will be appraised with my permission by Ralph Hayes Toyota, as of this date, based on the description of condition and history as provided by me. I am the legal owner or agent for the above described motor vehicle truthfully represented the vehicle as far back as I am familiar with it.				
Signature of OWNER or AGENT _____		Witness _____		
		EVALUATOR		
		RESOURCE A	AMOUNT	
		RESOURCE B	AMOUNT	
		RESOURCE C	AMOUNT	
		RESOURCE D	AMOUNT	
		CURRENT MARKET VALUE		
		EQUIPMENT ADJUSTMENT PLUS		
		EQUIPMENT ADJUSTMENT MINUS		
		TOTAL COST OF RECONDITIONING		
		MILEAGE ADJUSTMENT PLUS OR MINUS		
INSPECTION		OFFER TO PURCHASE \$		
DETAIL		Stock		
TIRES		Mileage Limitation _____		
GLASS		Ordered Unit _____		
T/UP & PDR		Good Till ____/____/____		
		UNLESS OTHERWISE STATED THIS APPRAISAL EXPIRES 15 DAYS FROM THIS DATE AND IS EFFECTIVE ONLY IF THE UNIT IS IN THE SAME CONDITION AS WHEN THE APPRAISED WITH LESS THAN 750 ADDITIONAL MILES.		
TOTAL		Disposition ☒ W ☒ R ☐ ☐		

\$6500

Binder of Insurance

Pending issuance and delivery of a policy pursuant to the application of the insured and to all the terms and conditions of the policy issued by the company the

State Farm Mutual Automobile Insurance Company

Does hereby insure: ABRAHIM HOSSIEN-BEIK
[REDACTED]

Policy Number: 105 2952-A31-40E

Year	Make	Vehicle Identification Number (VIN)
2016	TOYOTA 4 RUNNER SR/5 2WD 4D	JTEZU5JR4G5134086

Coverages

Liability
25/50/25

Comprehensive
\$250

Collision Ded
\$500

Effective July 28, 2016, expiring not to exceed thirty (30) days hence and to become void immediately upon the issuance of a policy in place hereof.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Date

7.28.16

[Signature]
Authorized Representative

224-1174

www.mytoyoguard.com

9341110

Call
when back
with Reg

Sihierh

Smith
TOYOGUARD
Deal X-57043

2016 4-Runner

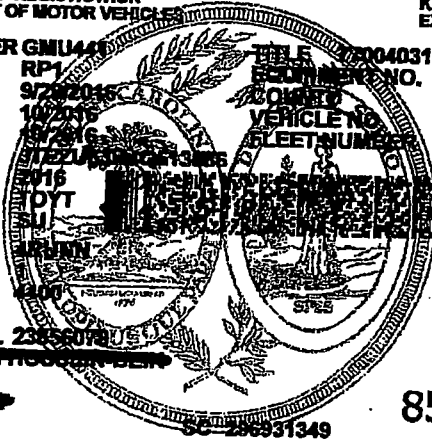
www.mytoyoguardassistant.com

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER GMU441
PLATE CLASS RP1
ISSUE DATE 9/28/2016
PLATE EXP. 10/28/16
DECAL EXP. 10/28/16
VIN 1T2LA3E0430013005
YEAR 2016
MAKE TOYT
BODY SU
MODEL 4RUNN
VEHICLE TYPE
EMPTY/GVV

FILE NO. 20160319172298 A
COMMON NO. 37
VEHICLE NO. 24838569
FLEET NUMBER



CUSTOMER NO. 23856078

~~OWNER'S CERTIFICATE OF TITLE~~

~~REGISTRATION~~
~~SALES TAX~~

85032566

GMU441

South Carolina Code of Law 23-2-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

SMITH, SIHIERH HOSSEIN-BEIK
301 SIMPSON ST
WESTMINSTER, SC 29693-1349

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DDI Technology

Vehicle Research Report

Report Request Details		Title Check Result Summary	
REPORT REQUESTED	SC	Combined Evaluation	Clear
VIN	JTEZU5JR4G5134086	Vehicle Brands	Clear
REQUESTED BY	Debbie Cochran	Title Status Issue	Clear
REQUESTED DATE	09/03/2019 09:42 AM	Existing Liens	Clear
South Carolina Vehicle Information			
VIN	JTEZU5JR4G5134086	MODEL YEAR	2016
MAKE	TOYT	MODEL	4RUNNER
BODY STYLE	SU	EMPTY WEIGHT	4400
GROSS VEHICLE WEIGHT	0	VEHICLE IDENTIFIER	24838569
NEW/USED INDICATOR	N		
Title Record(s)			
TITLE NUMBER	0040367383680	STATUS	Current Title
IS ELECTRONIC	No		
Odometer			
ODOMETER	162		
Vehicle Details			
VEHICLE BRANDS		IS LEASE	N
SALVAGE PERCENT	0		
Registration			
REGISTRATION STATUS	ACT	REGISTRATION VEHICLE TYPE	PRIVATE PASSENGER
REGISTRATION ISSUE DATE	6/26/2019		
PLATE EXPIRATION	10/31/2020	PLATE NUMBER	GMU441
PLATE CLASS CODE	RP1	DECAL EXPIRATION DATE	10/31/2019
Owners			
OWNER COUNT	1		
OWNER ORDER	1		
OWNER NAME	SIHERH.HOSSEIN-BEIK SMITH		
ADDRESS			
DMV CUSTOMER NUMBER	23856079	RELATIONSHIP TYPE	
Liens			
No lien information provided by state.			
Insurance			
DMV COMPANY NUMBER	12572	POLICY NUMBER	F-5282876
Report requested by Debbie Cochran for Ralph Hayes Toyota			

This report is provided by DDI Technology as part of Premier EVR™. This report includes information from the state combined with analysis of the provided information. Please note that the analysis is dependent on the accuracy of the information provided.

Vehicle information on this report may have been supplemented by data from the National Highway Traffic Safety Administration vin decoder.



DDI Technology

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS
C.A. NO.: 2019-CP-04-01212

Glenn Mechanical,
Plaintiff,
vs.
Sihierh Smith,
Defendant.

DEPOSITION OF
SCOTT JASON BROWN

DATE TAKEN: December 21, 2021
TIME BEGAN: 2:00 p.m.
TIME ENDED: 3:00 p.m.
LOCATION: Logan & Jolly, LLP
1805 North Boulevard
Anderson, South Carolina
REPORTED BY: Rusti Davis, Court Reporter
LEGAL EAGLE, INC.
P. O. Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

APPEARANCES

NORMAN EPPS, ESQUIRE

EPPS & EPPS, LLC

230 West Whitner Street

Anderson, South Carolina 29622

864-224-2111

norman@eppslawfirm.net

Attorney for Plaintiff.

JAMES W. LOGAN, JR., ESQUIRE

LOGAN & JOLLY, LLP

1805 North Boulevard

Anderson, South Carolina 29621

864-226-1910

logan@loganandjolly.com

Attorney for Defendant.

ALSO PRESENT: John Glenn

Sihierh Smith

Josh Hill

I N D E X

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Stipulations	4
EXAMINATION BY:	
Mr. Logan	4
Mr. Epps	51
Certificate	46
	55

E X H I B I T S

Defendant's	Description	Page
A	Ralph Hayes Toyota Paperwork - Customer No. 105007 (32 pgs.)	10
B	Copy of John Glenn, Jr.'s, Check No. 1451	12
C	Copy of John Glenn, Jr.'s Check No. 1376	13
D	Ralph Hayes Toyota Paperwork - Customer No. 105007 - Deal No. 57043 (12 pgs.)	15
J	11/20/2019 Statement of Scott Brown	36
K	SCDMV Documents (12 pgs.)	43
Plaintiff's	Description	Page
A	Ralph Hayes Toyota Paperwork - Customer No. 105229 - Deal No. 57043 (5 pgs.)	51
*All exhibits attached to original transcript.		

1 [It is hereby stipulated and agreed
2 by and among counsel for the respective
3 parties that this deposition is being
4 taken in accordance with the South
5 Carolina Rules of Civil Procedure, and
6 that the deponent does not waive reading
7 and signing of this deposition
8 transcript.]

9 - - -
10 SCOTT JASON BROWN, being duly
11 sworn, testified as follows:
12 - - -

13 EXAMINATION

14 BY MR. LOGAN:

15 Q. Mr. Brown, my name is Jim Logan. I
16 represent Ms. Smith in this lawsuit that was filed by
17 Glenn Mechanical against her dealing with a 2016
18 Toyota 4Runner.

19 A. Okay.

20 Q. At the time, it's my understanding, you
21 were working for Ralph Hayes motors and handled the
22 sales transaction --

23 A. Yes.

24 Q. -- is that correct?

25 A. I still do.

1 and that's what's highlighted right here. That's
2 what that looks like, but we have also switched
3 through -- we've switched through CRMs a lot, so it
4 prints out our numbers sheets differently, so. But
5 that's what it looks like. But right here, the part
6 that doesn't look right to me to remember is our old
7 sheets didn't quote payment ranges and stuff like
8 that. Our new ones, who are done through ELeads
9 log-in, does print out a payment block. This one --
10 ours, I don't remember having this payment block.
11 So, to answer that question. I hope I have, sir.
12 Did the best I could.

13 This is a we owe order.

14 Q. A what?

15 A. A we owe, which shows it's sold as
16 equipped, just means that we hadn't promised anything
17 crazy, like 26-inch rims or no hydraulics or anything
18 like that on there.

19 And I can see -- this is the original.
20 These parts, these three would look like something
21 that I would be dealing with. This is the check
22 sheet that is on the front of a deal folder. As you
23 can see, I'm the salesperson there. And you got the
24 stock number on the Toyota 4Runner, and you have her
25 name right there.

1 Now, to answer another question that I
2 would assume that -- what this whole confusion is --
3 what's been going on, to my recollection and to my
4 knowledge, when this -- as you can see, I did all the
5 paperwork in her name, my part, because when this all
6 started, she was -- all right. He, Mr. Glenn, came
7 with some other lady. They came --

8 MS. SMITH: That was me.

9 THE DEPONENT: Oh, that was you. Okay.
10 All right. So there is the face.

11 A. So they came one night before, looking for
12 a car. And I think I showed you a few cars. I can't
13 remember exactly because it's been a long time. And
14 then later on, she came. I forget how to pronounce
15 her last name. I'm sorry.

16 Q. It's Smith.

17 A. Ms. Smith. But I was thinking of the full
18 name. Ms. Smith, so she came. And we were doing --
19 I can't even remember how many times, how many
20 multiple times and stuff, but finally, they were
21 going to do the deal. I remember when we were doing
22 the deal, I asked her specifically, I said, whose
23 name is this vehicle going to be in, because I know
24 that there's Glenn Mechanical, and she's like, I'm
25 not quite sure. And I said, well, until we have an

1 answer, until we know, I'm going to go through this
2 process until we get an answer. So I did my
3 paperwork in her name right then.

4 Now, when it got to the business office, I
5 know that there was a delay. I know that there was a
6 while that I had to wait because normally once
7 someone goes into a business office, it's usually
8 anywhere from 15 minutes to 45 minutes to an hour
9 that it could take, just depending on how long it
10 takes for the business manager to go through the --
11 for the situation. And I was told that I -- I was
12 informed at that time that I -- that we were going to
13 have to wait because Mr. Glenn was going to have to
14 come in. That's -- and then a few hours later, it
15 was, Oh, the deal is done. The deal is done and
16 deliver the car to her. And that's all I pretty much
17 -- the gist of what I remember.

18 Q. When Mr. Glenn came in, did you talk with
19 him?

20 A. The first time. When he came in the second
21 time, he just came in because he's -- he's friends --
22 to my knowledge, they were acquaintances of the Hayes
23 family, and a lot of times with an acquaintance of
24 the Hayes family, they'll just go directly to Robert
25 or something. But he just came, directly went to the

1 business office, and left, to my knowledge.

2 Q. All right. The first time he came in, was
3 he with Ms. Smith?

4 A. Yes. The first time I met them, I upped
5 them on the lot, and it was -- I remember him, and I
6 remember there was another young lady. And that's
7 this young lady (indicating).

8 Q. Did you have any conversations at that time
9 as to whose name the car would --

10 A. No, I did not. No. We were just -- we
11 were --

12 Q. All right. Let me answer my -- ask my
13 questions.

14 A. Okay.

15 Q. Okay?

16 A. Yes, sir.

17 Q. This will go a lot faster, I assure you, if
18 you let me do that.

19 A. Okay.

20 Q. All right. So they come out to the lot.
21 You show them some cars the first -- the first time?

22 A. Yes.

23 Q. Okay. The next -- how long was it between
24 that visit and when Ms. Smith came out?

25 A. Maybe a few days.

1 Q. Okay. Did she drive -- when she came out
2 with Mr. Glenn, did she drive off -- or drive the car
3 that you showed her?

4 A. I do not recall. Like, when they came, I
5 showed cars. When she came, I do not recall if we
6 test drove a vehicle or not. I do not recall.

7 Q. So when they left, they left in whatever
8 car they came in; is that --

9 A. Yes.

10 Q. -- your recollection?

11 A. This is two different days.

12 Q. I understand. I understand. I'm talking
13 about the first day.

14 A. Uh-huh.

15 Q. Okay. So they left in the same car that
16 they came in?

17 A. I don't remember.

18 Q. Okay. All right. And the second time, a
19 few days later, she comes out by herself; is that
20 right?

21 A. To my knowledge, yes.

22 Q. Okay. What car was she driving then?

23 A. A Kia Optima.

24 Q. A Kia Optima. Okay.

25 A. I'm assuming it's a Kia Optima.

1 Q. And you met with her again; is that right?

2 A. No. I met with Ms. Smith. That was the
3 first time I met with Ms. Smith. The first time I
4 met, I met these two, to my knowledge.

5 Q. This is Ms. Smith.

6 MS. SMITH: I am Ms. Smith.

7 THE DEPONENT: Oh, okay. So it was you
8 two. I'm sorry.

9 MS. SMITH: Uh-huh, it was.

10 THE DEPONENT: Well, your hair was
11 different then. I'm sorry.

12 Q. [By Mr. Logan] So you met with Mr. Glenn
13 and Ms. Smith the first time?

14 A. I'm assuming so. I thought that -- I mean,
15 like I said, this is six years ago, sir. I'm being
16 as honest as best I can.

17 Q. I just need to know what you remember.

18 A. I remember --

19 Q. And if you don't remember, then that's
20 fine, but I just need to know what you --

21 A. Then I would rather be honest and say -- I
22 would rather be -- say I just do not recall because I
23 know that there was two people, but I do not recall.

24 Q. All right. The second time, how many
25 people?

1 MR. GLENN: Can I say? I know I'm not
2 supposed to.

3 MR. LOGAN: Go ahead, if he'll let you.
4 It's up to him.

5 MR. GLENN: I've gone up there with several
6 people, so for him to know that it was us two is
7 going to be tough because I've taken a nanny
8 there. I've taken a friend. I mean, so that's
9 why it's not clear, and the story, and Sihierh
10 can tell you, isn't quite --

11 Q. [By Mr. Logan] I'm not fussing at you for
12 not remembering. I just want an accurate and correct
13 answer. If you remember, fine. If you don't
14 remember, just tell me that. But you're waffling
15 back and forth, and that's what confuses me.

16 A. I'm sorry. I'm just trying to recall as
17 best as possible.

18 Q. That's fine. That's fine. All right. The
19 second time she came out --

20 A. Okay.

21 Q. -- by herself; is that what you're telling
22 me --

23 A. Yes.

24 Q. -- as best you can recall?

25 A. Yes.

1 Q. Okay. And is that when you all did the
2 deal?

3 A. I believe maybe that's when we did the -- I
4 do not recall if it was the second or third time.

5 Q. Okay. And you asked her whose name it was
6 going to be --

7 A. Yes.

8 Q. And she told you, if I understand your
9 earlier testimony, that she wasn't sure?

10 A. She wasn't sure.

11 Q. Okay. So you went through the process with
12 her but left the name of the owner blank; is that
13 right?

14 A. No. At that moment, I was like, well,
15 we're going to do this under -- because this is all I
16 have right now, I'm going to put this under your
17 name, but this may change. And then when it went to
18 the business office, it got delayed, and I was -- I
19 was informed that it was needing to be switched to
20 Glenn Mechanical.

21 Q. Who informed you of that?

22 A. Well, my sales manager at the time, who was
23 John Agostino, who --

24 Q. Okay. Is he still there?

25 A. He is no longer in the industry.

1 Q. How do you spell his last name?

2 A. A-G-O-S-T-I-N-O.

3 Q. Okay. All right. He was the sales
4 manager?

5 A. He was my sales manager, yes, sir, at that
6 time.

7 Q. Okay. And he told you what, as best you
8 can recall?

9 A. We were having to -- we were having to hold
10 up because it was going under Glenn Mechanical.

11 Q. Okay. Now, which pages of Exhibit --

12 A. D is the only one.

13 Q. -- D have your name on them?

14 A. This doesn't have my name on it, but this
15 is a form that I would deal with.

16 Q. Can you tell us what page that is, not
17 necessarily the number, but the number -- all right.
18 That's 1. That's 2. That's page 3, correct?

19 A. Yes. So page 3 looks like a numbers sheet
20 when I go out to present numbers to a client.

21 Q. All right. Are any of those signatures
22 yours?

23 A. No.

24 Q. Okay.

25 A. I don't sign these forms.

1 Q. Okay.

2 A. All right. This one right here is a we
3 owe. This is --

4 Q. Page 4?

5 A. Page 4 is a we owe. It is when a -- if we
6 have promised something, which normally I don't put
7 right here "sold as equipped." I put first service
8 appointment, and I set it up six months in advance.
9 So I don't normally put that as sold as equipped
10 there. What I normally -- when I fill out my we
11 owes, I usually type in first service appointment and
12 six months down the road, and then I tell my clients.
13 I'll be like, we'll go ahead and set up your first
14 service appointment in six months or 5,000 miles,
15 whichever comes first. If you do 5,000 beforehand,
16 you call us, and we'll get you in earlier.

17 Q. Okay.

18 A. So this could --

19 Q. Is your name on that document?

20 A. No, sir, it is not on the document.

21 Q. All right. Flip through and tell me what
22 pages have your name.

23 A. The next page, which was, I guess --

24 Q. Page 5.

25 A. Page 5 would have my name on the sheet

1 because I'm the salesperson.

2 Q. Okay. All right.

3 A. And this is a deal checklist. So when --
4 on the front of your deal folder, you staple this to
5 the folder, and they write down, okay, it's got a
6 signed buyers order, it's got a signed UO, it's got a
7 signed privacy, it's got a copy of the driver's
8 license, it's got all this stuff. And they sign off.
9 And then, normally, there would be a manager's
10 signature here, but I don't see a manager's
11 signature. There should be a manager's signature,
12 and there should be a finance manager's signature
13 there.

14 I have nothing to do with this.

15 I have nothing to do with this.

16 This sheet right here is an insurance form
17 that we fill out and print up in our deal packet, and
18 we've got -- you can see where, I guess, I had
19 misheard Ken Sullivan, and it was Kim Sullivan and
20 State Farm Insurance at 1701 Sandifer Boulevard. You
21 can see that that is my handwriting that wrote that
22 in and wrote in Seneca, South Carolina 29678 and
23 wrote -- so, basically, what this is, this part right
24 here is after a deal has been done, they will -- the
25 business manager, F and I manager will bring these

1 forms out to us, and we'll call the next day to
2 confirm insurance. And this was the insurance that I
3 had to confirm it with, and I spoke with Kami who
4 worked at that company.

5 Q. Insurance agency?

6 A. Yes.

7 Q. Okay.

8 A. These next forms, I have zero to do. This
9 is title work. Now, this is appraisal value, but I
10 have never even seen this sheet before ever in my
11 almost 10 years of working at Ralph Hayes Toyota.
12 This is a copy of her insurance -- I mean, her
13 driver's license. I would have made these. I made a
14 copy of the driver's license, insurance card, and
15 registration. And the registration is her
16 registration, and that's -- those are the ones that I
17 -- so to go back over again, I want to apologize for
18 you, ma'am. So page 3 -- wait. Page 3 does have my
19 name on it as salesperson. Name (as spoken) 4 does
20 not have my sales -- my name on it. Name (as spoken)
21 5 does have a salesperson. I didn't see where it had
22 my name printed up there, sir, a while ago.

23 And those are the only pages that have my
24 name that I wrote down or -- but it also appear
25 they've got Scott where the business manager would

1 have wrote Scott so he can remember to hand this back
2 to Scott as the salesperson to get this insurance
3 confirmed.

4 And then the rest of this paperwork I have
5 zero to do with.

6 Q. Okay. And that's in exhibit --

7 A. And then I made copies of those, the
8 driver's license, insurance, and registration.

9 Q. Would I be correct in assuming, then, that
10 to the extent you were involved with the pages in
11 Exhibit D, that would have occurred the second time
12 that she came out; is that correct?

13 A. That would have -- those pages that I did
14 would have been involved when we were actually doing
15 my part of the deal.

16 So usually how the processes works is --
17 now, this was a little weird because it was, like I
18 said, multiple times coming out, but normally how the
19 sales process happens is I meet and greet. Like,
20 let's say if it would have just been her by herself,
21 I would have met her. I would have introduced
22 myself. She would have introduced herself. I would
23 have asked what she was looking for. And then once
24 we found out what she was looking for, I would have
25 tried to aim her to a specific car. We would have

1 test drove the car.

2 Then when we got back from that, I would
3 go, How did you -- what did you think? Did you like
4 the car? Was there anything you don't like about the
5 car? And if she said, No, I'll be like, Well, if we
6 can get numbers right, would you want to take this
7 car home today? And if she said, Yes, we would go
8 into the -- go inside, and then I would -- we would
9 basically do the deal. I would get a trade
10 appraisal. I would present numbers, and then I would
11 -- and then if she agreed to sign to the numbers, she
12 would sign. Then I would put in a credit
13 application, but I can see that that's a cash deal.
14 That's normally how the process go. And then after I
15 do my paperwork, they normally have to sit and wait
16 for about 10 to 15 minutes while the business manager
17 has to load up all of their information into the
18 computer system - and I don't remember if they had
19 docuPAD at that time - into the docuPAD system.

20 Q. All right. You've told me how it usually
21 goes?

22 A. Yes.

23 Q. Now, I want to go back. You've said that
24 Mr. Glenn and Ms. Smith came out together the first
25 time as best you can recall?

1 A. I know -- yes.

2 Q. A few days later she comes back by herself,
3 as best you can recall?

4 A. Yes.

5 Q. Is that the last time you dealt with her,
6 as best you can recall?

7 A. The last time I dealt with her was when we
8 was finishing up the deal.

9 Q. So that would have been the second time she
10 came out; is that correct?

11 A. Two or three.

12 Q. Two or three. Why would --

13 A. Two or three.

14 Q. -- she have come back a third time?

15 A. Like I said, because I remember him and
16 someone -- and then I'm also getting -- because I've
17 seen him a few times. And to the best of my
18 recollection, I know he came -- I remember him
19 specifically, and I believe -- I remember her. Her
20 hair was a little bit different, if I'm not mistaken,
21 when we did this deal. But I do not remember if the
22 first time that they were together, but I do remember
23 one time that I could have swore that they were
24 together.

25 Q. All right. Let me tell you what I've heard

1 you say, and you confirm one way or the other.

2 A. Okay.

3 Q. You remember on one occasion the two of
4 them came out?

5 A. One time, yes, sir.

6 Q. One time?

7 A. Uh-huh.

8 Q. And it would make sense if they're looking
9 for a car that that would be the time that they came
10 out together; would that be correct?

11 A. That would.

12 Q. All right.

13 A. To your -- yes, to your saying it.

14 Q. And the next time that anybody comes out,
15 it's just her by herself; is that right?

16 A. Yes.

17 Q. All right. And then if she came out again,
18 would that be by herself?

19 A. Yes. But I feel like I -- I feel like I --
20 he came twice. I think he came twice and -- 'cause,
21 again, this is a long time ago. I think he came one
22 time, and then he came again with her. But he came
23 with somebody else the first time, then he came again
24 with her. And then she came, and that was when we
25 were, Okay, great, I got a deal, is how I look at

1 things pretty much.

2 Q. All right. When did this -- when did this
3 occur that you found out there was -- according to
4 your testimony, there was going to be a delay in the
5 transaction?

6 A. While she went --

7 Q. Was that the second time or the third time?

8 A. When we finished -- when we was finishing
9 the deal.

10 Q. Okay. And was Mr. Glenn with her at that
11 time?

12 A. Not at the initial time. But I remember us
13 having to stop -- and she can tell you the same
14 thing. Stopping and asking her specifically, I said,
15 whose name is this deal going to be in because I know
16 there's a company? I know there's you. And she
17 couldn't give me a straight answer.

18 Q. Okay.

19 A. And so I was like, well, I'm going to do
20 this in your name because you're here right now.

21 Q. I understand that.

22 A. Yeah.

23 Q. So that wasn't the first time that they
24 came out together. It would have been at least the
25 second time that she came by herself, or was he with

1 her then?

2 A. He wasn't with her when we initially
3 finished the deal, but he had to come to finish the
4 deal.

5 Q. Okay. So -- okay. Now, looking at
6 Exhibit D, once you filled out the paperwork that
7 your name is on, what happened to that paperwork
8 then? Who does it go to?

9 A. It goes -- I initially take that to the
10 sales manager. The sales manager signs off on
11 everything, and then the -- then we take it over to
12 the business manager, and then the business manager
13 loads it up into docuPAD or into his system to
14 present because he is legally obligated to go over
15 all preferred options to you.

16 Q. All right. And the sales manager at that
17 time is this John Asta --

18 A. Agostino.

19 Q. Agostino?

20 A. Yes.

21 Q. Okay. And he's no longer there?

22 A. He is no longer there.

23 Q. Who else would have touched that paperwork
24 besides John Agostino and you?

25 A. Stan Ukadike.

1 Q. Okay. And he's no longer there?

2 A. He's no longer there.

3 Q. And according to your testimony, this John,
4 who is the one that told you about a possible name
5 change on who owned the vehicle, is no longer there;
6 is that correct?

7 A. Yes, that is correct.

8 Q. Okay. All right. But Stan didn't tell you
9 that?

10 A. No. Stan -- but when -- in an F and I
11 department, there is also a privacy issue. That's
12 why there's doors on all of them. They're supposed
13 to -- because you're discussing private issues. So I
14 am not privileged to that information. I am not --
15 for example, you can ask your client, was I standing
16 in that office? Was I anywhere near that office?
17 No. I cannot be in that office because that is
18 private issues. That's why most business offices do
19 have a door that can be shut.

20 Q. Okay. That's fine. So what was your next
21 involvement with the project?

22 A. Delivering the vehicle, as in showing her
23 how the vehicle works and getting it gassed up and
24 cleaned up.

25 Q. Okay. So between delivering the paperwork

1 to the sales manager and then showing her the vehicle
2 when the sale is complete, you had no further
3 involvement in this transaction; is that what you're
4 telling me?

5 A. No. After the -- I have no further
6 transactions. After they come out of the -- after
7 she comes out of the business office and I've been
8 told everything's -- everything's good, and this was
9 later on, I have to pair up your cell phone, because
10 she's nodding her head over there. I had to pair up
11 her cell phone, show her how everything works in the
12 vehicle. And then I also go over that they're going
13 to send you a survey, and if nothing is -- if there's
14 anything on there that you don't find truly
15 exceptional or perfect, call me, give me the
16 opportunity to make it up to you.

17 Q. Okay.

18 A. That is the way every single deal for 10
19 years goes.

20 Q. Okay. Now, who handles the obtaining of
21 the title?

22 A. That would be Tonya, and I can't even
23 remember Tonya's last name.

24 Q. Is she still there?

25 A. She is still there.

1 Q. Good. Tonia, T-O-N-I-A?

2 A. Y-A.

3 Q. Last name?

4 A. I can't even remember her last name because
5 I just always call her Tonya the title clerk.

6 Q. What's her title?

7 A. She's the title clerk.

8 Q. Title clerk. Okay. And where would she
9 have gotten the information from that enabled her to
10 fill out the title?

11 A. The business office.

12 Q. The business office.

13 A. Which would have been Stan Ukadike.

14 Q. All right. How long has he been gone?

15 A. Probably since 2016, '17.

16 Q. Okay. So Stan would have told her how to
17 apply for the title; is that correct?

18 A. Yes. Stan Ukadike would have been the one
19 who answers these questions that you have for me.

20 Q. Okay. And I assume we can find out from
21 Tonya where -- that Stan gave her the information;
22 would that be logical?

23 A. I would -- logically, yes.

24 [Defendant's Deposition Exhibit J was
25 marked.]

1 Q. [By Mr. Logan] All right. So, I'm going to
2 jump around a little bit here. I'm going to show you
3 what's been marked as Exhibit J to your deposition.

4 A. See what I mean? Like I said, this is --
5 and even this statement is from almost -- what?
6 Almost three years -- two years ago now. And, like I
7 said, I can't remember exactly a deal from six years
8 -- over six years ago.

9 Q. Who asked you to prepare this statement?

10 A. I was asked if I would give a statement. I
11 was asked by, I forget his lawyer's name, if I would
12 give a statement.

13 Q. Mr. Epps?

14 A. Yes, sir.

15 Q. Okay. And did you write this out, or did
16 someone write it out for you?

17 A. I wrote it out.

18 Q. Okay. So you say in your statement of
19 November 20, 2019, Mr. Glenn and Ms. Smith came in to
20 test drive vehicles?

21 A. Yes.

22 Q. Okay. They were allowed to keep the car
23 through the weekend?

24 A. I'm assuming so.

25 Q. Five days later, she came back by herself

1 to complete the deal. So that's the second time?

2 A. Okay.

3 Q. Okay. According to your statement?

4 A. Yes.

5 Q. I asked whose name it would be in because I
6 knew the company was paying for the vehicle. She
7 told me it would be in her name, so my paperwork
8 listed her name. After doing my paperwork and deal
9 was being loaded in finance office, we found out it
10 was going to be in Glenn Mechanical?

11 A. Uh-huh.

12 Q. Now, is that what -- and that's based on
13 what John Astinino --

14 A. Agostino, yes.

15 Q. -- Agostino told you; is that right?

16 A. Yes.

17 Q. Okay. All right. At that point, Mr. Glenn
18 had to come back in and sign the final contracts. To
19 my knowledge and belief, the vehicle was to be titled
20 in Glenn Mechanical?

21 A. Correct.

22 Q. That's what you said at that time; is that
23 right?

24 A. Correct.

25 Q. But the information that you got as to who

1 the vehicle should be titled in came from Mr. John
2 Agostino?

3 A. It came after the fact, yes.

4 Q. Yeah. And he's the one that told you that,
5 right?

6 A. Yes. Because I'm wondering why I'm sitting
7 here having to wait around because I'm sitting here
8 like -- because when a deal goes through --

9 Q. Okay. I understand that. So my point is
10 it didn't come from anybody else besides John
11 Agostino at that point; is that right?

12 A. Correct.

13 Q. Mr. Glenn didn't tell you that?

14 A. No.

15 Q. All right. Okay.

16 A. Because I'm not privy to the business
17 office.

18 Q. And Mr. Agostino, then, would have told the
19 person -- the title clerk how the car --

20 A. No.

21 Q. Well, you've already testified --

22 A. I said Stan Ukadike would have, not John
23 Agostino. See, John Agostino is the sales manager.
24 Stan Ukadike is the business manager. It's two
25 different departments.

1 Q. All right. So Stan would have told -- so
2 John told you --

3 A. John told me, yes, what was --

4 Q. And then Stan --

5 A. -- holding up the deal.

6 [Reporter interruption.]

7 Q. [By Mr. Logan] So John told you what?

8 A. He told me -- because I asked him, I was
9 like, what's the hold-up, because I can't do
10 anything --

11 Q. Okay. Just tell me what -- my question is,
12 what did he tell you?

13 A. I'm trying to -- I'm trying to answer your
14 question, sir. Let me answer it. Simple as that.

15 Q. Well --

16 A. I'm doing the best of my knowledge of six
17 years. You all drug me into this for six years. I
18 had nothing to do with this case.

19 Q. I didn't drag you anywhere.

20 A. Everybody has drug me into this, so now I'm
21 frustrated.

22 Q. Good. Be frustrated.

23 A. I'm being frustrated. You're not
24 listening. I said, when I am in a deal -- when I am
25 in a car deal as a salesperson, you're sitting there

1 just waiting to hear the popcorn machine go off
2 because that's what they call it when the printer
3 goes off, cha-ching, cha-ching, cha-ching. That
4 means you got a deal. Well, that wasn't going off.
5 So I was wondering what was going on with my deal,
6 and Aggie (phonetic) was telling me -- that's his
7 nickname, Aggie. John Agostino was sitting there
8 telling me we've had an issue. It's supposed to be
9 put in Glenn Mechanical's name. So he told me that
10 name.

11 So if you can get confrontational, I can
12 get confrontational right back with you. This is not
13 my court case. I have nothing to do with this. All
14 I did was a salesperson, and all I did was the
15 paperwork. And you all have drug me into this for
16 over six years, all of you all, when I had nothing to
17 do with it.

18 I have been selling cars for 10 years, and
19 this is the first time in my history that I have had
20 to deal with this for over 10 years. So whatever
21 petty stuff that you all got going on has nothing to
22 do with me, and all it's done is aggravate me and
23 drug me and cost me day after day after day when I
24 could be selling cars right now making money. All
25 you all have done is take money out of my pocket for

1 just waiting to hear the popcorn machine go off
2 because that's what they call it when the printer
3 goes off, cha-ching, cha-ching, cha-ching. That
4 means you got a deal. Well, that wasn't going off.
5 So I was wondering what was going on with my deal,
6 and Aggie (phonetic) was telling me -- that's his
7 nickname, Aggie. John Agostino was sitting there
8 telling me we've had an issue. It's supposed to be
9 put in Glenn Mechanical's name. So he told me that
10 name.

11 So if you can get confrontational, I can
12 get confrontational right back with you. This is not
13 my court case. I have nothing to do with this. All
14 I did was a salesperson, and all I did was the
15 paperwork. And you all have drug me into this for
16 over six years, all of you all, when I had nothing to
17 do with it.

18 I have been selling cars for 10 years, and
19 this is the first time in my history that I have had
20 to deal with this for over 10 years. So whatever
21 petty stuff that you all got going on has nothing to
22 do with me, and all it's done is aggravate me and
23 drug me and cost me day after day after day when I
24 could be selling cars right now making money. All
25 you all have done is take money out of my pocket for

1 a measly \$150, which is all I got for the commission
2 for this deal.

3 So you want to keep over-talking me and
4 frustrating me and sitting there trying to talk down
5 to me like a dog when I have nothing to do with this.
6 Go get the people that really know the answers, not
7 me.

8 Q. I'm trying to find out --

9 A. I just gave you the names. Stan Ukadike is
10 the one that did the business -- business paperwork.
11 Ask him, subpoena him, instead of me getting a
12 subpoena every other month telling me that this case
13 is coming, and then it don't come. And then you're
14 asking me to know exact answers six years later. How
15 would you feel taking money off my family's plate to
16 come fill in with you all's little drama, and then
17 you want to talk to me like I'm a dog?

18 And it's also not the first time you've
19 talked to me like a dog. The first time you
20 subpoenaed me, I called you and asked you about it,
21 and you talked to me like a dog. I am not your dog.
22 I am not your client. I'm giving you, out of my
23 time, your answers the best that I can over six years
24 over a deal when I have sold, I don't know, maybe
25 thousands -- at least 2,000 cars.

1 I don't go to law school. I don't remember
2 every single little book that you all have to
3 memorize in Wade versus -- Roe versus Wade and all
4 that stuff. I don't have to remember all these
5 single details. I'm giving you the best I can, so
6 don't sit there and go, oh, huh, try to do what
7 you're doing.

8 Sir, have I given you the answers that you
9 need yet?

10 Q. You okay now? You feel better?

11 A. No, I'm not better because all of you all
12 have drug me into this.

13 Q. Let me just summarize what I understand you
14 have told me. Okay?

15 A. Yeah.

16 Q. We've talked about John, and we've talked
17 about Stan. And Stan would have been the one to give
18 the title information to Tonya?

19 A. Yes.

20 Q. Good. That's all I wanted you to be firm
21 about.

22 [Defendant's Deposition Exhibit K was
23 marked.]

24 Q. [By Mr. Logan] Now, in view of that, I want
25 to show you what we have marked as Exhibit K and see

1 if you have --

2 MR. LOGAN: And I gave you a copy earlier.

3 MR. EPPS: I didn't -- no, I didn't --

4 MR. LOGAN: That's the title. I gave you a
5 copy of the title.

6 MR. EPPS: I didn't get a copy. You kept
7 it.

8 MR. LOGAN: Norman, I gave it to you out
9 there in the hallway.

10 MR. EPPS: No, you kept it. I didn't get a
11 copy. You kept it in your hand. You showed it
12 to me. Thank you.

13 Q. [By Mr. Logan] All right. Would you take a
14 look at that and see if you can identify what that
15 is?

16 A. Again, you all are giving me stuff that I
17 have nothing to do with, nothing. I don't deal with
18 any of this paperwork, and this is why I'm so
19 frustrated by all of this.

20 Q. Sir, that's what I need to know is what you
21 deal with and what you don't deal with. I'm just
22 trying to establish that. I don't know your
23 business. I don't know what you deal with and what
24 you don't. If you don't deal with the title work,
25 then just tell me that.

1 A. I've been saying that. I said it a while
2 ago with -- I said Tonya, and you handed me title
3 work. I understand it's just a frustrating process.
4 No. To answer your question, no, sir, I have not
5 dealt with any of that.

6 Q. Okay. So if I told you that this title
7 information shows the car to be titled in her name --

8 A. Yes.

9 Q. And do you see Tonya's name on this
10 anywhere, on this exhibit?

11 A. I don't know if she puts her name on there
12 to be honest.

13 Q. Well, I thought I saw it, but I want you to
14 see if you can confirm that.

15 A. It looks like it's stamped. No. That says
16 Laura. I don't know whose name that is. That could
17 possibly be. I don't know, but where it says
18 signature of seller --

19 Q. What page are you on, sir?

20 A. It's the last page. That's the only one I
21 can see that --

22 Q. Looks like a T, is that right?

23 A. It looks like it could be a T. And,
24 actually, I think her last name is Davis, so that --
25 Tonya Davis, I think that's it.

1 Q. All right. And to reiterate, the
2 information that Tonya would have gotten to put on
3 the title would have come from Stan; is that correct?

4 A. Correct.

5 MR. LOGAN: Okay. All right. Let's take a
6 break, and I think I'm about through. And you
7 can get out of here, unless Mr. Epps wants to
8 ask you some questions.

9 THE DEPONENT: Okay.

10 [Recess taken.]

11 MR. LOGAN: Well, that's all the questions
12 I have. Thank you. Mr. Epps may have some
13 questions for you.

14 THE DEPONENT: Before you ask, I want to
15 apologize for having the outburst I had a while
16 ago. It's just frustrating through this whole
17 process, and I apologize to everybody in this
18 room for that.

19 MR. LOGAN: Apology accepted.

20 MR. EPPS: Apology accepted. Mr. Brown, My
21 name is Norman Epps. I represent John Glenn.
22 I've just got a few questions to ask you, and
23 then we'll be done. All right.

24 EXAMINATION

25 BY MR. EPPS:

1 Q. Let me first -- you know John Glenn; is
2 that right?

3 A. I have met him, yes, a couple of times.

4 Q. And have you -- in the course of working
5 with Ralph Hayes Toyota, have you sold vehicles or
6 been a salesperson for vehicles that John buys at
7 Ralph Hayes Toyota?

8 A. To my knowledge, this is the only one that
9 I remember being involved with, but I believe he has
10 purchased other cars from Ralph Hayes Toyota.

11 Q. Okay. Are you aware of how those vehicles
12 are titled?

13 A. I would believe they would be under the
14 company name, Glenn Mechanical.

15 Q. Glenn Mechanical. Okay. And I know you
16 know why we're here today. We're talking about this
17 2016 4Runner.

18 A. Yeah.

19 Q. I'm going to hand you -- and you've
20 talked -- they've showed you -- Mr. Logan has showed
21 you documentation that was filled out in the course
22 of this deal?

23 A. Yes.

24 Q. And he's showed you, I believe, paperwork
25 that you had filled out talking with Ms. Smith that

1 ultimately led to this vehicle being titled in her
2 name --

3 A. Yes.

4 Q. -- right?

5 I'm going to hand you -- do you remember
6 going through, talking to Mr. Glenn, and filling out
7 paperwork for this 2016 4Runner that put the 4Runner
8 in the name of Glenn Mechanical?

9 A. I don't remember doing it, but Stan Ukadike
10 would have. Like this paperwork, all of this
11 paperwork right here would have been done under Glenn
12 Mechanical, would have been done in the business
13 office, all of these paperwork. This matches up very
14 similar to those other papers that you handed me,
15 sir, where this is all printed up from the business
16 office and --

17 Q. Well, let me ask you this, because your
18 name is at the bottom of them --

19 A. Yes. So they -- it prints up, yeah, as the
20 salesperson. It says -- prints up. And then also it
21 prints up the business manager's name, finance, Stan
22 Ukadike, so yes. I don't -- I don't do these papers,
23 sir.

24 Q. All right. So you don't do these papers --

25 A. No, sir.

1 Q. -- is that right?

2 A. No. But that would have been printed up in
3 the business office. And if -- that's why I'm saying
4 there was some confusion with how it was supposed to
5 be titled at first because this was my first time
6 ever dealing with a Glenn Mechanical deal. And
7 Mr. Glenn -- is that your name?

8 MR. GLENN: (Nods head).

9 A. Mr. Glenn was not there when she was
10 initially there, so I'm like, as -- still -- I mean,
11 I had been doing it for a couple of years at that
12 point, of selling cars, but at that time, I wanted to
13 make sure that the customer -- I have this customer
14 in front of me. Okay. We're going to do it this way
15 until we know otherwise. So I wanted to get the
16 process going because you -- last thing you want to
17 do in sales is -- and I'm sure in everybody's field
18 here, time is money, and I'm just trying to do as
19 fast as possible to get through the process.

20 And then that's why, when it was in the
21 business office and there was a hang-up, I'm like --
22 because I can't do anything. Once a customer is in
23 the business office, all I can do is get the car
24 gassed up, get it cleaned up, and then I'm -- it's a
25 waiting game. I can't grab another customer. I

1 can't talk to another customer until that happens.
2 so that's why I'm sitting there like, well, what's
3 going on? why is this taking so long?

4 And that's when I found out that it was
5 being -- had to be switched to Glenn Mechanical's
6 name. And that's why the hold-up. And then I was
7 told, okay, everything was good a little while later.
8 And, obviously, you can see where he came in and made
9 a copy of his driver's license, and they printed up
10 the paperwork in Glenn Mechanical.

11 Q. So that would have been done in the finance
12 office?

13 A. That would have been in the finance office,
14 sir.

15 Q. Okay. would there be any reason why both
16 of these documents are dated July 27th of 2016?

17 A. I mean, what was the original date of the
18 deal? I mean, that -- usually, that's the print-up
19 of the -- I would assume is when the deal is done.
20 Is that not when the date was --

21 Q. I think if you'll look at --

22 A. Well, it's the other -- it's the other
23 paperwork. Is this all of them?

24 MR. LOGAN: You want to look at the title I
25 gave you? Is that what you're looking for?

1 MR. EPPS: With the sales information.

2 THE DEPONENT: This one right here. Yeah.
3 They're both dated the same day, July 27th. And
4 if I can see that one again, sir?

5 MR. LOGAN: There you go.

6 THE DEPONENT: And the VIN numbers -- and
7 the VIN numbers match. It's for the same car.
8 And this was -- so you can see where it was
9 originally being printed up in her name, and
10 then it got switched, printed up into Glenn
11 Mechanical's name.

12 MR. EPPS: Okay.

13 THE DEPONENT: To my knowledge, again,
14 because I'm not the business manager, sir.

15 MR. EPPS: I got you. Okay. If I can mark
16 this as Plaintiff's A and add it as an exhibit.

17 MR. LOGAN: Are you through?

18 MR. EPPS: If we can go off the record just
19 for one minute, I'm almost finished.

20 [Recess taken.]

21 [Plaintiff's Deposition Exhibit A was
22 marked.]

23 MR. EPPS: Mr. Brown, I appreciate it.
24 I've got no further questions.

25 EXAMINATION

1 BY MR. LOGAN:

2 Q. You mentioned the finance office or
3 officer. Who would have occupied that position at
4 the time of this transaction?

5 A. Stan Ukadike. And his name is on the
6 bottom of --

7 Q. Well, you've referred to him as business
8 manager and --

9 A. The finance --

10 Q. I just wanted to make sure that -- and
11 finance?

12 A. Yeah. They --

13 Q. So we're talking about the same person?

14 A. Yeah, it's the same person. Your business
15 managers in a sales -- in a new car business -- a new
16 car dealership or used car dealership, they -- some
17 -- like you have an F and I director, who will be
18 over the -- sometimes you have two. Sometimes you
19 have three. When times are really bad, you only have
20 one. But when they have two to three, they'll have a
21 -- they're all titled business managers, but you'll
22 have what they call an F and I director. At that
23 time, I believe Dana Bailey was F and I director, and
24 Stan Ukadike was a business manager.

25 Q. Is the lady still there?

EXHIBIT

D

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) TENTH JUDICIAL CIRCUIT
COUNTY OF ANDERSON) C.A. No.: 2019-CP-04-01212

 **COPY**

GLENN MECHANICAL,)
 Plaintiff,)
V.)
)
SIHIERH SMITH,)
 Defendant.)

D E P O S I T I O N

WITNESS: TONYA MARIE DAVIS
DATE: February 14, 2022
TIME: 10:01 a.m.
LOCATION: Logan & Jolly, LLP
 1805 North Boulevard
 Anderson, South Carolina
REPORTED BY: Rachel H. Wood, Court Reporter

LEGAL EAGLE

Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

1 APPEARANCES:

2
3 WILLIAM N. EPPS, III, Esquire
4 Epps & Epps, LLC
5 230 West Whitner Street
6 Post Office Box 2167
7 Anderson, South Carolina 29622
8 (864) 224-2111
9 (Norman@eppslawfirm.net)

10 Attorney for the Plaintiff,

11
12 JAMES W. LOGAN, JR., Esquire
13 Logan & Jolly, LLP
14 1805 North Boulevard
15 Post Office Box 259 (29622)
16 Anderson, South Carolina 29621
17 (864) 226-1910
18 (Logan@loganandjolly.com)

19 Attorney for the Defendant.

20
21 ALSO ATTENDING: Sihierh Smith, Via Zoom
22
23
24
25

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(Council Epps marks Plaintiff's 1 Exhibit.)	

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 STIPULATIONS:

2 It is agreed by and between the Counsel for the parties as
3 follows:

- 4 1. That this deposition is being taken pursuant to Rule 30
5 of the South Carolina Rules of Civil Procedure;
- 6 2. That the deponent waives the right to read and sign the
7 deposition transcript.

8 *****

9 TONYA MARIE DAVIS, first being duly sworn, was examined and
10 testified as follows:

11 *****

12 EXAMINATION BY MR. LOGAN:

13 Q. For the record would you state your full name, please,
14 ma'am?

15 A. Tonya Marie Davis.

16 Q. Okay. And your address, please, ma'am?

17 A. 212 Green Cherry Road, Anderson, South Carolina 29625.

18 Q. Okay. And I'm going to ask her just to record the last
19 four digits of your Social Security number. So if
20 you'll give us your full Social Security number she
21 will only make a record --

22 A. Okay. Why do you have to have my Social Security
23 number?

24 Q. We just need to know to be able to identify if someone
25 comes up later and says I'm Tonya Davis and that kind

1 of thing.

2 A. Uh-huh.

3 Q. But we're not taking the whole number so there's
4 nothing that can be done with it.

5 A. Okay.

6 Q. We just want the last four. We want the whole number,
7 but we will only record the last four digits.

8 A. Okay.

9 Q. Okay.

10 A. 5868.

11 Q. All right. No, you need to give me the first ones too,
12 but she's only recording the 5868.

13 A. Uh-huh.

14 Q. Okay. Can you give me the first part of your Social?

15 A. XXX.

16 Q. And then the next two?

17 A. But we're being recorded, so you're going to have the
18 whole thing.

19 Q. Yeah, I know, but she's -- she's not going to record
20 the whole number is my point. You're going to give it
21 to us, but she's only going to record the last four.

22 A. Okay. I would rather not give my Social Security
23 number, sir.

24 Q. All right.

25 A. I mean if that's fine. I mean.

1 Q. Well, give us the last four.

2 A. I did. 5868.

3 Q. All right. That will be fine. Okay. All right. Now,
4 as I explained to you before we got on the record I
5 represent a party to this litigation that has been
6 brought by Glenn Mechanical.

7 A. Uh-huh.

8 Q. Okay. Mr. Epps represents Glenn Mechanical.

9 A. Uh-huh.

10 Q. You are not represented in this case by an attorney.

11 A. Uh-huh.

12 Q. The purpose of us being here today is to find out what,
13 if anything, you know about some of the issues in this
14 case.

15 A. Uh-huh.

16 Q. Since as I understand it you were an employee
17 identified as the Title Clerk in 2016 when this
18 transaction occurred; is that correct?

19 A. Yes, sir.

20 Q. Okay. And there's some documents that were generated
21 as a result of this transaction. I'm going to ask you
22 what, if anything, you know about them and what, if
23 any, dealings you had with either anyone connected with
24 Glenn Mechanical or with my client concerning this
25 transaction.

1 A. Yes, sir.

2 Q. Okay. You understand that?

3 A. Yes, sir.

4 Q. Okay. All right. Let me get just a little bit of
5 background. Are you originally from Anderson?

6 A. Yes, sir.

7 Q. Okay. You've lived here all your life?

8 A. Yes, sir.

9 Q. Okay. How long have you been employed by Ralph Hayes
10 Toyota?

11 A. This September will be 22 years.

12 Q. Twenty-two years?

13 A. Yes, sir.

14 Q. So you've been there a good while then?

15 A. Yes, sir.

16 Q. And have you always been the Title Clerk?

17 A. No, sir.

18 Q. Okay. How long have you been the title clerk?

19 A. Probably about -- I don't know, maybe about 19 or 20
20 years.

21 Q. Nineteen or 20 of those 22 years?

22 A. Yes, sir.

23 Q. Okay. What did you do before you became the Title
24 Clerk?

25 A. I started out as the cashier for parts and service.

1 Q. Okay. And then you moved into the position of Title
2 Clerk?

3 A. Yes, sir.

4 Q. Okay. Are you married?

5 A. No, sir.

6 Q. Okay. Have you ever been married?

7 A. No, sir.

8 Q. Okay. And do you have any relatives that live in
9 Anderson County?

10 A. Yes, sir.

11 Q. All right. Who are those relatives?

12 A. Pretty much my whole family.

13 Q. Okay. Can you give me their names? Like your parents.
14 Are your parents still --

15 A. My parents have passed away.

16 Q. They passed away. Do you have any brothers or sisters?

17 A. I have a brother but he does not live here. That's the
18 only family member I have that doesn't live here.

19 Q. Okay. What's the relationship of your family that does
20 live in Anderson County?

21 A. I've got an aunt that lives here. Uncles that live
22 here.

23 Q. I'm sorry?

24 A. I've got aunts and uncles that live here.

25 Q. Okay.

1 A. Cousins that live here. I mean everybody else pretty
2 much lives here.

3 Q. Can you give me the last names of your aunts, uncles,
4 and cousins that live in Anderson County?

5 A. It would be Southerland, Carothers, Dyar, and then
6 Franks.

7 Q. D-y-a-r?

8 A. Yes, sir.

9 Q. Okay. All right.

10 A. Then Franks.

11 Q. Southerland, Dyar. Who else?

12 A. Carothers.

13 Q. Carothers.

14 A. And Franks.

15 Q. And Franks. Okay. Any other last names that you can
16 think of that you would be related to?

17 A. No, sir.

18 Q. Okay. All right. In your 19 or 20 years as being the
19 Title Clerk for Ralph Hayes Motors have you been
20 involved in any other lawsuits where you testified?

21 A. No, sir.

22 Q. Okay. All right. What are your duties and
23 responsibilities as the Title Clerk?

24 A. I have to go through the paperwork and then process it
25 and register the vehicles.

1 Q. Okay. So you're not involved in the sales transactions
2 yourself?

3 A. No, sir.

4 Q. Okay.

5 A. I never speak with the customers.

6 Q. You never speak with the customers?

7 A. Not unless I have to call once I'm processing the
8 paperwork and get them to change their address if the
9 address is different.

10 Q. Okay. And was that the case in the case of Ms. Sihierh
11 Smith?

12 A. No, sir.

13 Q. Huh?

14 A. No, sir.

15 Q. Okay. What was your involvement with her?

16 A. I just processed the paperwork.

17 Q. Oh, okay. So you just processed the paperwork?

18 A. Yes, sir.

19 Q. And where did you get that paperwork from?

20 A. We get the deals and then once we get the deals I go
21 through those and get the paperwork out of the deal.

22 Q. So you get the deal from the salesperson?

23 A. It comes from -- it goes from the salesperson, then the
24 Finance Department, the Finance Department sends it to
25 us.

1 Q. Okay.

2 A. Then I'm the last person that gets the deal. Once I
3 get that deal I go through it and pull out my title
4 work.

5 Q. Pull out your title work and does that mean then that
6 based upon the paperwork that you got, and you never
7 have contact with the customer, you send that paperwork
8 in to the appropriate authorities; is that right?

9 A. Yes, sir.

10 Q. And one of those of authorities -- would one of those
11 authorities be the DMV?

12 A. Yes, sir.

13 Q. Okay. And the purpose of that is to have a title
14 issued in the name of the person purchasing the vehicle
15 that's on the paperwork that you got from the Finance
16 Department?

17 A. Yes, sir.

18 Q. Okay. Now, I understand that Scott Jason Brown was the
19 salesperson for this 19 -- good gracious, I'm showing
20 you my age, for this 2016 Toyota 4Runner?

21 A. Yes, sir.

22 Q. Okay. Do you have any independent recollection of this
23 transaction as we sit here today?

24 A. No, sir.

25 Q. Okay.

1 A. From what I understand it was from '16, so. And we
2 sell anywhere from 150 to 200 cars a month.

3 Q. I understand.

4 A. So that's a lot of paperwork.

5 Q. I understand. And I wouldn't expect you to have an
6 independent recollection --

7 A. Yes, sir.

8 Q. -- unless it was something unusual that happened --

9 A. Yes, sir.

10 Q. -- in this transaction.

11 A. Yes, sir.

12 Q. Okay. So you don't recall anything unusual in this
13 transaction?

14 A. No, sir.

15 Q. Okay. So he would have been the salesman. Who would
16 have been in charge of the finance office at the time?

17 A. At that time it would have been -- we called him Stan
18 U, but his last name is Ukadike. If I'm saying that
19 right.

20 Q. Well, it's Stan?

21 A. Yes, it Stan. Yes. But we always called him Stan U.
22 He was the Finance Manager at that time.

23 Q. Okay. So the paperwork comes from the salesman?

24 A. Well, they write up the deal and then it goes to
25 finance.

1 Q. Okay. Well, what about the Sales Manager, does he get
2 involved in any way?

3 A. The Sales Manager is normally involved with the price
4 and everything with the vehicle negotiating that, so.

5 Q. Along with the salesman?

6 A. Along with the salesperson.

7 Q. Okay. So the chain of command so to speak in this case
8 would have been Scott Brown and Stan --

9 A. Stan U. We always called Stan U because of his last
10 name. A lot of people can't say that last name.

11 Q. Okay. Okay.

12 A. And I'm not sure I'm saying it right.

13 Q. Okay.

14 A. Because we always just said Stan U.

15 Q. And John, the Sales Manager, is John A-o-s-t-i-n-o; is
16 that correct?

17 A. That would have been John Aostino.

18 Q. And is his title, did I say that correctly, Sales
19 Manager?

20 A. He would have been the Sales Manager at that time, yes,
21 sir.

22 Q. And he would have been involved with -- with Scott or
23 with Stan in the chain?

24 A. He would -- he may have been involved with both of
25 them. I can't say. I'm not sure on that.

1 Q. What was his distinct -- what was John's distinction
2 involvement?

3 A. The salesmen normally go to the Sales Manager, whoever
4 he is that day or at that time, and like I said they
5 normally negotiate the price of the vehicle.

6 Q. Okay. And once a deal is reached does Brown or John
7 carry the paperwork to Stan?

8 A. It would be Scott that would give the deal to Stan.

9 Q. Give the deal to Stan?

10 A. Yes, sir.

11 Q. And the deal would be what's on the paperwork; is that
12 right?

13 A. Yes, sir.

14 Q. And then what role would Stan have?

15 A. Stan does the -- if it's a cash or a finance deal he
16 would get the best rates as far as if it was finance
17 deal and he would draw up the contracts and he would
18 draw up all the paperwork. So he would do all the DMV
19 paperwork and everything that I would get.

20 Q. Okay. When -- when it comes to you from Stan, or when
21 it came to you from Stan, all that type paperwork would
22 have been filled out; is that right?

23 A. Yes, sir, it would have been a completed deal once I
24 get it.

25 Q. Okay. And then you take it from there and see that

1 it's properly filed and sent to the appropriate entity
2 such as the DMV so that a title can be issued; is that
3 right?

4 A. Yes, sir.

5 Q. And when that title is issued does it come back to you?

6 A. It depends on -- at that time I can't remember if we
7 were using the EVR or if it was going to the Highway
8 Department. If it went to the Highway Department it
9 would come back to me.

10 Q. Okay.

11 A. If I process it inside of the system we do the
12 paperwork and then it goes to Columbia and Columbia
13 mails everything to the customer.

14 Q. Okay.

15 A. That's what we're doing now.

16 Q. Well, when we look through some documents maybe you can
17 tell me which -- which way it was handled. Okay?

18 A. Yes, sir.

19 Q. All right. And I understand that neither John nor Stan
20 are still there?

21 A. Yes, sir.

22 Q. But you are and of course Scott Brown --

23 A. Scott, yes, sir.

24 Q. -- is still there? Okay. All right. I have in front
25 of me and I'm just going to hand them to you one at a

1 time. Davis Exhibit Number 1, which is a two-page
2 document and ask you if you can identify that document.

3 (Introduction of pertinent 2-page document,
4 Buyer's Order as
5 Defendant's Exhibit Number 1.)

6 A. This would be what we call the Buyer's Order where
7 they've got how much the vehicle is and the fees and
8 everything, and the trade-in is listed on this.

9 Q. Okay. And whose name is on there as the purchaser?

10 A. I'm not sure. How do you say the first name?

11 Q. Sihierh.

12 A. Sihierh and then Smith.

13 Q. The last name is Smith?

14 A. Yes, sir.

15 Q. Okay. And does it have a purchase order on here?

16 A. The stock number of the vehicle is on here. See. It's
17 on the top right corner.

18 Q. Okay.

19 A. It's the stock number of the car.

20 Q. And it is a 2016 Toyota?

21 A. 4Runner.

22 Q. 4Runner.

23 A. Uh-huh.

24 Q. And got the body style and got the serial number;
25 right?

1 A. Yes, sir.

2 Q. Okay. So is this part of the paperwork that would have
3 come to you from Stan regarding this vehicle?

4 A. Yes, sir.

5 Q. Okay.

6 A. This would have been in the deal.

7 Q. At any time during the transaction, which I assume --
8 well, let's just say assume it's dated July 27th of
9 2016?

10 A. That would have been when the paperwork was done when
11 they were in the finance office.

12 Q. Okay. At any time during or after you received this
13 paperwork, Exhibit 1, and there's more to it that I
14 will get to in a minute, did you have any conversation
15 with either Ms. Smith or with anyone connected in any
16 way with Glenn Mechanical?

17 A. No, sir.

18 Q. Okay. So based upon this paperwork it was your
19 understanding that this vehicle was to be purchased by
20 or at least put in the name of Ms. Smith; is that
21 correct?

22 A. Yes, sir.

23 Q. Okay. All right. That's Exhibit 1. Just flip it over
24 and we'll keep them in order. Now, I'll show you
25 what's been marked as Exhibit 2 to your deposition and

1 ask you if you can tell me what that is?

2 (Introduction of pertinent 1-page document,
3 South Carolina DMV Form 5047 Power of Attorney as
4 Defendant's Exhibit Number 2.)

5 A. This is a Power of Attorney that the customer signs so
6 that if anything comes up afterwards that needs to be
7 signed we can sign her name.

8 Q. Okay. And in this case the customer is identified as
9 Ms. Smith; is that right?

10 A. Yes, sir.

11 Q. Is your name on this form in any way?

12 A. No, sir.

13 Q. And it's not on the Exhibit 1 either; is it?

14 A. No, sir.

15 Q. Okay. And does it appear to be for the same vehicle
16 that you referenced in Exhibit 1?

17 A. Yes, sir.

18 Q. Okay. For the same vehicle. It shows the mileage and
19 shows the date of the sale and the type vehicle with
20 the VIN number?

21 A. Yes, sir.

22 Q. Okay. And is this one of the documents that either
23 Stan, or John, or Scott Brown would have -- that would
24 have been a part of the package that came to you?

25 A. This is -- yes, sir, this is part of what finance

1 prints up.

2 Q. Okay.

3 A. It's in every deal.

4 Q. All right. That's Exhibit 2. All right. Let's look
5 at Exhibit 3 and can you identify that document?

6 (Introduction of pertinent 1-page document,
7 Application for Certificate of
8 Title & Registration Form 400 as
9 Defendant's Exhibit Number 3.)

10 A. This is a Form 400. It is what is used to register the
11 vehicle. It's where you mark if they're going to
12 purchase tag or transfer a tag. On this right here a
13 tag was transferred.

14 Q. From another vehicle?

15 A. From another vehicle, yes, sir.

16 Q. Do you know what vehicle that was from this form?

17 A. No, sir.

18 Q. Okay.

19 A. I wouldn't know from this form what it was.

20 Q. Okay. And whose name is listed as the owner in that
21 one?

22 A. It's Ms. Smith.

23 Q. Okay. Would Exhibit B -- I mean 3 be part of the
24 documentation that came to you from the sale side of
25 the transaction?

1 A. Yes, sir.

2 Q. Okay. Now, some of these exhibits already have an
3 exhibit and then a "G" or an "I" on them, I have
4 renumbered them and she's going to, when she records
5 them she is going to take off that Exhibit G, so I'm
6 going to refer to the number down at the bottom.

7 A. Yes, sir.

8 Q. All right. So this is Exhibit Number 4. So can you
9 tell me what is behind that title page?

10 (Introduction of pertinent 2-page document,
11 Registration for 2016 Toyota 4Runner as
12 Defendant's Exhibit Number 4.)

13 A. This would be the registration for the '16 4Runner.

14 Q. For the sale that these other documents refer to?

15 A. For the sale of this 4Runner.

16 Q. Okay. And whose name is on that document?

17 A. Ms. Smith's name is on this.

18 Q. Okay. Is this something that you would have prepared?

19 A. This is something -- since we have the actually
20 registration it would have went to the Highway
21 Department and come back from the Highway Department.

22 Q. Okay. So the information as to who the owner of this
23 vehicle, which is identified as -- it's got 4Runner,
24 Toyota 2016 4Runner, that information would have been
25 gleaned from the other paperwork that you sent in?

1 A. From the -- yes, sir, from the Form 400 because it's
2 the same plate that they wanted to transfer, so.

3 Q. Okay.

4 A. It's this same plate right here. It went onto the
5 4Runner.

6 Q. Now, there is it's look a little sticky note at the
7 bottom. Can you read that or have any idea what that
8 says?

9 A. It's got Ms. Smith and Glenn Mechanical and a phone
10 number and it says, "Need to know about tag. Her tag
11 is running out." And then it's -- one of the manager's
12 signature, but I'm not sure which one.

13 Q. And was that a tag that was on -- that was removed from
14 a vehicle and put on the new vehicle that she
15 purchased?

16 A. Yes, sir.

17 Q. All right.

18 A. Because she ended up transferring a tag, so that would
19 have been -- that would have come off of a vehicle and
20 gone onto this one.

21 Q. Okay.

22 A. And then that's when we called. It may have been
23 walked through since the tag was running out. I'm not
24 sure, but we got the new registration.

25 Q. Okay. And that's what's referred to in that top right

1 corner?

2 A. Yes, sir, to call when back with the registration.

3 Q. So the actual document itself, S.C. Document of
4 Registration, that would have been prepared by the
5 Highway Department; is that right?

6 A. Yes, sir.

7 Q. Based upon the information that you sent them?

8 A. Yes. Yes, sir.

9 Q. In 2016?

10 A. Yes, sir.

11 Q. All right. All right. The next exhibit is Exhibit 5
12 that I will show you to your deposition. And if you
13 will take a look at that.

14 (Introduction of pertinent 6-page document,
15 Glenn Mechanical Buyer's Order as
16 Defendant's Exhibit Number 5.)

17 A. (Witness reviewing exhibit.)

18 Q. All right. Can you tell me what that document is?

19 A. It's another Buyer's Order and it's in the name of
20 Glenn Mechanical showing a trade-in.

21 Q. For the 4Runner?

22 A. For -- well, it's a purchase of the 4Runner and trade-
23 in a Kia.

24 Q. Okay. So this just pertains to the Kia; is that right?

25 A. No, this is just like where it's been -- it's just like

1 the other form. I believe it was the first one that
2 you showed me was in Ms. Smith's name. This one right
3 here is in the Glenn Mechanical's name.

4 Q. And is it the same vehicle?

5 A. It's the same.

6 Q. Okay.

7 A. A '16 4Runner.

8 Q. Okay. Do you have any explanation as to why the -- how
9 this came about?

10 A. No, sir.

11 Q. Okay. Or when it came about?

12 A. No, sir.

13 Q. Did you prepare that document?

14 A. No, sir.

15 Q. Who prepared it?

16 A. It would have went through the Finance Department.

17 Q. Okay. So you never touched this document; is that
18 right?

19 A. No, sir.

20 Q. And you knew nothing about this document until today;
21 is that correct?

22 A. No, sir. No, sir.

23 Q. Okay. All right. So you have no knowledge as to why
24 -- is that document the same as Exhibit 1 except just
25 with a different --

1 A. A different name.

2 Q. -- name?

3 A. Yes, sir.

4 Q. Okay. And you have no knowledge as to
5 about, Exhibit 5, nor who prepared it?

6 A. No, sir. It would have went through the Finance
7 Department and that's where it would have come from.

8 Q. Okay. Okay. But it never came to your department to
9 issue a --

10 A. Registration.

11 Q. -- registration or a title; is that right?

12 A. Yes, sir.

13 Q. Okay. So to your knowledge you or anyone in your
14 office never sent in information to have a title issued
15 in the name of Glenn Mechanical?

16 A. No, sir.

17 Q. Okay. And why would Sales have done that instead of
18 going through you if that was your job?

19 A. I don't do the paperwork. All the paperwork comes from
20 finance. And then when I get that deal I go through
21 and pull out my title work.

22 Q. But you never got the paperwork for this?

23 A. No, sir. I would have got paperwork -- if I registered
24 it in her name that would have been the paperwork that
25 I would received.

1 Q. Okay. So you never -- if it's not issued in -- and by
2 you, you never got this paperwork?

3 A. No, sir.

4 Q. Was it common practice for someone in Sales to issue
5 this paperwork to the Highway Department?

6 A. You would have to ask finance that question.

7 Q. I'd have to ask the people who --

8 A. Yeah. Yeah.

9 Q. -- who are not still with Ralph Hayes --

10 A. Yes, sir.

11 Q. -- wouldn't I?

12 A. Yes, sir.

13 Q. Did you find that unusual as you look in here today
14 that you would not have been the one to prepare the
15 title?

16 A. Well, I'll go through about the title work. This is
17 right here is not part of my title work.

18 Q. Okay.

19 A. So I mean I don't look at this when I'm the one to
20 register the vehicle. I don't need this.

21 Q. What do you look at?

22 A. I have to have a Form 400. I have to have either -- if
23 they're transferring I've got to have a copy of the
24 registration. I've got to have an insurance card and
25 I've got to have a PTO, which is showing where Ralph

1 Hayes Toyota sold it to whatever customer.

2 Q. Have you seen any of those documents in what I've asked
3 you to look at so far?

4 A. The Form 400.

5 Q. Which one is that?

6 A. Hold on just a second. Three.

7 Q. Exhibit 3?

8 A. Yes, sir, that's the Form 400.

9 Q. Let me see. Okay.

10 A. That's what sent to the Highway Department along with
11 an insurance card and then they -- like I said if
12 they're transferring I have to a copy of the
13 registration card.

14 Q. Okay.

15 A. And then I have to have the PTO, which is where we sell
16 it to them.

17 Q. Do you see a PTO in what I've shown you so far?

18 A. No, sir.

19 Q. Okay. And you have not so far seen a Form 400 in the
20 name of Glenn Mechanical; is that right?

21 A. No, sir, I have not.

22 Q. Okay.

23 A. This would be the other form, but I can't read what's
24 on here. But this right here has my name as like the
25 seller, which I sign for Ralph Hayes Toyota and this

1 has got the customer's name as Smith as the buyer.

2 Q. Okay. And what is that form called?

3 A. That's the PTO that I was talking about needing.

4 Q. That's the PTA.

5 A. PTO.

6 Q. Okay. Well, let me see if I can --

7 A. Affidavit & Notification of Sale of Motor Vehicle. We
8 call it -- we call it a PTO at the dealership.

9 Q. Okay.

10 A. But I can't read what was on here before. I'm taking
11 it was sold to the customer.

12 Q. Right. Have you -- have I showed you Exhibit 5 yet?

13 A. This is 5 that we're going through now, sir.

14 Q. Right. All right. If you will look, we've talked
15 about the first page of that.

16 A. Yes, sir.

17 Q. That's got Scott Brown and Stanley.

18 A. Uh-huh.

19 Q. And then it says Glenn Mechanical; right?

20 A. Yes, sir.

21 Q. All right. And then you look at the next page. What
22 is this form called?

23 A. It's the same form.

24 Q. The same form as the one that I just asked you about?

25 A. Yes, sir.

1 Q. Okay. But that's got Glenn Mechanical?

2 A. Yes, sir.

3 Q. And you never saw anything -- you didn't handle this at
4 all?

5 A. No, sir.

6 Q. All right. Look at the back of that. I mean the next
7 page. There is a -- it looks like a South Carolina
8 Department of Motor Vehicle Form 5047.

9 A. That's the Power of Attorney just like we had on the
10 other form.

11 Q. Okay.

12 A. So if we have to sign for Glenn Mechanical we could
13 sign for Glenn Mechanical.

14 Q. All right.

15 A. On this one.

16 Q. Who signed that? Can you tell?

17 A. I'm guessing somebody for Glenn Mechanical.

18 Q. Okay. All right.

19 A. I'm not sure. I can't read the signature.

20 Q. I gotcha. Now, you didn't have anything to do with
21 preparing this form either, did you?

22 A. No, sir.

23 Q. Okay. You don't know how it came about?

24 A. No, sir.

25 Q. But you've got one of these in the name of Ms. Smith;

1 right?

2 A. Yes, sir.

3 Q. All right. And then the next page beyond that that's
4 the one that's got both your name and it's got Ms.
5 Smith's name on it; right?

6 A. Yes, sir.

7 Q. Okay. So that would have been a part of the package to
8 go with what Ms. Smith --

9 A. To the Highway Department.

10 Q. To the Highway Department with Ms. Smith?

11 A. Yes, sir.

12 Q. You haven't seen anything yet that would go to the
13 Highway Department for Glenn Mechanical?

14 A. No, sir.

15 Q. Okay. And then the last page of that exhibit, what is
16 that? Is that just a --

17 A. Honestly, sir, I'm not sure what this is. I'm guessing
18 this is just telling about the car.

19 Q. Okay.

20 A. Like I said -- she's got, "I decline all options," and
21 she signed, so I'm guessing it just something that they
22 could maybe sell her maybe on top of the car.

23 Q. I gotcha. But the top of the page says prepared for
24 Ms. Smith; is that right?

25 A. Yes, sir.

1 Q. Okay. So we have no documents in this exhibit that
2 would have gone to the Highway Department with the name
3 of Glenn Mechanical on it; do we?

4 A. No, sir.

5 Q. Okay. Now, I want to show you Exhibit 6.

6 A. Yes, sir.

7 Q. And I want you to go -- I'll tell you what I want you
8 to look at. Most of this is not involved with you.

9 All right. If you'll look several pages in there's
10 some paperwork that looks like this, which appears to
11 me to just to be advertisement.

12 (Introduction of pertinent 36-page document,
13 Plaintiff's Answers to Interrogatories
14 and Request for Production with Documents as
15 Defendant's Exhibit Number 6.)

16 Q. Okay. Do you agree with that assessment?

17 A. Yes, sir.

18 Q. Okay. Now, behind that also is I believe another copy
19 of what you've already looked at --

20 A. Yes, sir.

21 Q. -- dealing with Glenn Mechanical?

22 A. Yes, sir.

23 Q. Okay. Which doesn't go to the Highway Department?

24 A. No, sir.

25 Q. And you had no involvement with?

1 A. No, sir.

2 Q. The next is a Form 40 -- excuse me, 5047, which you've
3 already seen but were not involved in; is that right?

4 A. Yes, sir.

5 Q. You furnished these same forms to -- you saw the same
6 forms dealing with Ms. Smith, but you never saw these
7 forms; is that right?

8 A. Yes, sir.

9 Q. Okay. Can you tell me whose -- well, Scott Brown is
10 the salesman and then Stanley is the --

11 A. He's the Finance Manager.

12 Q. Finance Manager.

13 A. Uh-huh.

14 Q. Okay. And then I believe the next page is the same as
15 the previous page.

16 A. Yes, sir.

17 Q. Form 5047.

18 A. Yes, sir.

19 Q. Okay. And then there is -- the next page identified as
20 Affidavit of Notification of Sale of Vehicle?

21 A. Yes, sir.

22 Q. Do you see that for the Glenn Mechanical?

23 A. Yes, sir.

24 Q. You never saw that, did you?

25 A. No, sir.

1 Q. Okay. So that didn't come through the Ti
2 Department?

3 A. No, sir.

4 Q. None of these documents with Glenn Mechanical on them
5 ever came through the Title Department?

6 A. Yes, sir.

7 Q. Okay. Next is a picture of Mr. John Glenn. Do you
8 recognize that or did you ever have any dealings with
9 him?

10 A. No, sir.

11 Q. Okay. The next page is what? And it says customer
12 Sihierh Smith?

13 A. That's normally what goes on the front of the deal
14 where the -- it's like a checkoff list for finance to
15 make sure they've got everything. It's the Buyer's
16 Order, We Owe, Agreement to Provide Insurance, copy of
17 driver's license, copy of insurance, and copy of
18 registration or tag.

19 Q. Okay. And that's got Ms. Smith's name on it; right?

20 A. Yes, sir.

21 Q. Would that have been part of the package that came to
22 you?

23 A. That would have been inside the deal from where they
24 had checked off what they had.

25 Q. Okay. And then the page behind that with the same date

1 you've already seen I believe, because it's the --

2 A. It's the Buyer's Order.

3 Q. -- the Buyer's Order and that's in the name of Ms.
4 Smith; right?

5 A. Yes, sir.

6 Q. And that was part of the package that came to you?

7 A. Yes, sir.

8 Q. Okay. And then the next page, what is that document?

9 A. This is just where it's listed the buyer and the trade-
10 in of a vehicle for the Kia.

11 Q. Okay.

12 A. It's where they traded that car in and showed that they
13 were trading that car into the dealership and it's been
14 signed. I'm guessing. It has like the trade
15 allowance, what was given for that car.

16 Q. Uh-huh.

17 A. And the sales price of the vehicle that was being
18 purchased.

19 Q. Okay. And that's in Ms. Smith's name?

20 A. Yes, sir.

21 Q. And do you recognize the signatures of anybody below
22 that?

23 A. That would be -- approved by would be one of the
24 managers, but I'm not sure who signed it. I can't read
25 or tell who --

1 Q. You mean accepted by?

2 A. Accepted by, yes, sir.

3 Q. Okay. Okay. All right. What do you call the next
4 form?

5 A. The next form is a We Owe. If anything is owed to the
6 customer, anything promised by the dealership it would
7 go on that form. Like if they wanted maybe tint on the
8 windows or anything like that, it would be put on that
9 that we owe the customer that for the vehicle. This
10 right here just has sold as equipped, so nothing was
11 owed.

12 Q. And it says sold by -- signed by -- or Scott Brown's
13 name is on it to Ms. Smith; is that right?

14 A. Yes, sir.

15 Q. Okay. That would have been part of the package?

16 A. Yes, sir.

17 Q. Okay. What is this next document behind that?

18 A. This is another form that's just signed by the
19 customer. It's just what does Ralph Hayes Toyota, like
20 with your personal information. It's just stating that
21 we don't do anything with your information.

22 Q. Okay.

23 A. Privacy policy.

24 Q. And, again, it shows Ms. Smith as being the purchaser
25 or customer; is that right?

1 A. Yes, sir.

2 Q. And I assume the next page, it says page 2, I assume
3 that's the second page of that document?

4 A. Continued on to that, yes, sir.

5 Q. Okay. And what is the next page? Agreement to Provide
6 Accidental Physical Damage Insurance?

7 A. This is what they would fill out for the insurance on
8 the vehicle.

9 Q. Okay. And, again, that's Ms. Smith; is that right?

10 A. Yes, sir.

11 Q. Okay. And that would have been part of the package
12 that came to you as far as her purchase; is that right?

13 A. Yes, sir.

14 Q. And the document -- page behind that is that part of
15 that Agreement?

16 A. Yes, sir.

17 Q. Okay. All right. Then the next thing we've got is in
18 that same exhibit is a page titled South Carolina
19 Department of Motor Vehicles. It's got Ralph Hayes as
20 the dealer. It's got Ms. Smith as the prospective
21 purchaser with the same dates and whatnot. And that
22 plate, would that be the plate off of the -- off of her
23 vehicle or do you know?

24 A. I'm trying to see where the plate.

25 Q. Dealer plate right here?

1 A. Oh, no, sir. I'm not sure what that is. That's not --

2 Q. Do you get this form?

3 A. No, sir, I'm not sure what form this is.

4 Q. Well, apparently it's a Department of Motor Vehicle's
5 form.

6 A. Yeah, it's something but it's not something that I
7 would -- I would use.

8 Q. Okay. But you do acknowledge that --

9 A. Yes, sir.

10 Q. -- it shows Ralph Hayes as the dealer --

11 A. Yes, sir.

12 Q. -- and Ms. Smith as the owner?

13 A. Yes, sir.

14 Q. Okay. And I think this is a form that you've seen
15 before that would have been a part of your package
16 since it has Ms. Smith's name on it?

17 A. Yes, sir.

18 Q. Was that a "yes"?

19 A. Yes, sir.

20 Q. Okay. And that's the form that's identified as -- from
21 the South Carolina Department of Motor Vehicle Power of
22 Attorney Form 5047?

23 A. Yes, sir.

24 Q. And then I've asked you about the next one, which is
25 the Affidavit & Notification Sale.

1 A. Yes, sir.

2 Q. And that's your signature and that of Ms. Smith; is
3 that right?

4 A. Yes, sir.

5 Q. Okay. And I've already asked you about the next page
6 that has her name on it?

7 A. Yes, sir.

8 Q. That's talking about -- how the car is equipped and
9 whatnot?

10 A. Yes, sir.

11 Q. Okay. And then I think you've already seen this. This
12 is the Form 400?

13 A. Yes, sir.

14 Q. Another copy of that with Ms. Smith's name on it?

15 A. Yes, sir.

16 Q. Again, part of the package that you saw?

17 A. Yes, sir.

18 Q. Now, the next document would be the Certificate of
19 Title from Toyota to Ralph Hayes Motors when they
20 purchased the car from the manufacturer; is that right?

21 A. Yes, sir. Yes, sir.

22 Q. Okay. So you would expect to see Ralph Hayes have a
23 title to the vehicle?

24 A. Yes, this is what we would use. It was a brand new
25 car, so this is what we would use and fill out the back

1 of it to the customer so they can get a title in their
2 name.

3 Q. Okay. And it's got the VIN number on it?

4 A. Yes, sir.

5 Q. Okay. And then the next page is a copy of Ms. Smith's
6 driver's license; is that correct?

7 A. Yes, sir.

8 Q. Okay. And then it's got the copy of the Certificate of
9 Registration?

10 A. Yes, sir.

11 Q. Okay.

12 A. That would have been the tag that would have been
13 transferred showing where -- showing the tag off the
14 Kia that went onto the vehicle.

15 Q. Okay. And it's got Ms. Smith's name down at the
16 bottom; is that right?

17 A. Yes, sir.

18 Q. Okay. The next form is an appraisal record. Would you
19 have gotten that?

20 A. It would have been in the deal.

21 Q. Okay. And is that part of the next page which is
22 labeled Binder of Insurance?

23 A. No, sir, that's just --

24 Q. That's a separate one?

25 A. -- showing where she has insurance.

1 Q. okay.

2 A. on the vehicle.

3 Q. And the appraisal record what is that form for?

4 A. Let me see. This would be something that -- I'm trying
5 to see what was on here. It's for the Kia. It's the
6 appraisal for the Kia since it was traded in.

7 Q. Okay. Okay.

8 A. And that would have been what would have been given for
9 the Kia.

10 Q. All right. The next page is that Binder of Insurance?

11 A. Uh-huh. That's showing where she has insurance on the
12 4Runner.

13 Q. Okay. And the next one is another copy of the --

14 A. The registration.

15 Q. -- registration?

16 A. Uh-huh.

17 Q. Do you know why the customer's name is blocked out
18 there?

19 A. No, sir, I'm not sure why it's blocked out.

20 Q. Okay. Is that something you did?

21 A. No, sir.

22 Q. Are the notes on there something that you did?

23 A. At the top where it says call when back with the
24 registration.

25 Q. Call Ms. Smith is that what that would have been?

1 A. It would have been for. Yes, sir.

2 Q. Okay. Okay. What is the Vehicle Research Report?
3 what does that do?

4 A. That's something where you can go on with the state to
5 see what name the vehicle was in.

6 Q. Okay.

7 A. So it would have been run. Requested date was
8 9/3/2019.

9 Q. 9/3/2019?

10 A. That's when it was requested when it went through DDI
11 to find out the name that was on the vehicle.

12 Q. Okay. And it reflected that the name on the vehicle is
13 Ms. Smith; is that right?

14 A. Yes, sir.

15 Q. Okay. All right. In any of these documents have you
16 seen a title issued to Glenn Mechanical or Mr. John
17 Glenn for that vehicle?

18 A. No. No, sir.

19 Q. So there is no Certificate of Title to your knowledge
20 in existence that shows that car being titled in the
21 name of either John Glenn or his company; is that
22 correct?

23 A. No, sir.

24 Q. Okay. Do you recall ever having any conversation
25 during or after your dealings with Ms. Smith with

1 either John Glenn, anybody with Glenn Mecha..
2 whose last name we can't pronounce, Scott Brown, o.
3 John --

4 A. Aostino?

5 Q. Yeah, thank you.

6 A. You're welcome.

7 Q. Okay. About there being any change in the status of
8 title of this vehicle from Ms. Smith's name to Glenn
9 Mechanical or John Glenn?

10 A. No, sir.

11 Q. Okay. So if they're the ones that signed those two
12 documents or three documents, whatever it is, that
13 shows Glenn Mechanical as being the owner that -- you
14 had nothing to do with that; is that right?

15 A. No, sir.

16 Q. And they never told you that they did that?

17 A. No, sir.

18 Q. And they never prepared any of this other paperwork
19 that you prepared for Glenn Mechanical or John Glenn;
20 is that correct?

21 A. Yes, sir.

22 Q. Okay. Prior to today did you have any conversation
23 with either John Glenn or anybody with Glenn
24 Mechanical?

25 A. No, sir.

1 Q. Did you have any conversation with Mr. Epps?

2 A. No, sir.

3 Q. Did you have any conversation with anybody else at
4 Ralph Hayes?

5 A. No, sir.

6 Q. Did you have any conversations with Scott Brown?

7 A. No, sir.

8 Q. Did you have any conversations with me?

9 A. No, sir.

10 Q. Okay. And you never had any conversation with Glenn
11 Mechanical, or John Glenn, or their attorney, or the
12 Sales Manager, or Stan, or Ms. Smith prior to today
13 regarding the title to this vehicle; is that correct?

14 A. No, sir.

15 Q. Okay. You prepared the title for Ms. Glenn -- I mean
16 for Ms. Smith; is that right?

17 A. Yes, sir.

18 Q. And you sent it into the DMV?

19 A. Yes, sir.

20 Q. Okay. And it came back from the DMV; is that right?

21 A. Yes, sir.

22 Q. And did you then deliver it to Ms. Smith?

23 A. I would have called that day --

24 Q. You would have called her?

25 A. -- to let her know I had the registration.

1 Q. And you would have called her when? I think you gave
2 the date a few minutes ago. Sometime in September?

3 A. Whenever I got that, when it went through. It should
4 say on the registration when it was issued.

5 Q. Okay.

6 A. Let me go back to where there was a copy of the
7 registration. This issue date was 9/29/16, so we would
8 have called then.

9 Q. Okay. All right. Let me show you documentation. This
10 will be Exhibit 7. That my client obtained from the
11 South Carolina Department of Motor Vehicles.

12 (Introduction of pertinent 12-page document,
13 Title History as
14 Defendant's Exhibit Number 7.)

15 A. Uh-huh.

16 Q. Okay. And in whose name does the Department of Motor
17 Vehicles show this car as being owned?

18 A. In Ms. Smith's name.

19 Q. Okay. Now, there was a new title issued according to
20 this. Do you see that down there?

21 A. I see the title number. New title was -- yes, sir.

22 Q. Okay. Do you recall there being an issue about the --
23 I don't think they show it on here, there being a
24 mistake made in the VIN number? You will see attached
25 to -- it's the third page attached to Exhibit 7. Is

1 that your handwriting?

2 A. Yes, sir.

3 Q. And that's the VIN number that you put on the original
4 application for registration; right?

5 A. Yes, sir.

6 Q. Okay. Now, you see that VIN number. You see Ms.
7 Smith's signature on the second page?

8 A. Yes, sir.

9 Q. And you see beyond that a Certificate of Title that was
10 issued 9/29/2016 with a VIN number on that?

11 A. Yes, sir.

12 Q. And that's the one that you would have submitted to be
13 issued -- or the information to be submitted that the
14 DOT or Department of Motor Vehicles issued in Ms.
15 Smith's name; right?

16 A. Yes, sir.

17 Q. Okay. Now, if you will check the VIN number on the
18 title, Certificate of Title, to the VIN number that you
19 put on the Department of Motor Vehicles application you
20 see that there between the 3 and the 6 -- I beg your
21 pardon, 0, between the 3 and the 0, the last four
22 numbers?

23 A. Uh-huh.

24 Q. On what you submitted it was 34086 as the correct VIN
25 number and what they -- what the Department's

1 Certificate of Title that was issued it was 3086. So
2 they left out the 4.

3 A. That would have been a mistake from the Highway
4 Department.

5 Q. Yeah, from Highway Department.

6 A. Uh-huh.

7 Q. Then in 2019 --

8 A. That would have been when this would have been -- I'm
9 guessing when I would have wrote this up to fix -- to
10 correct it because it's got "title only." So that
11 would have been to correct, to get a correct title with
12 the correct VIN.

13 Q. Right. And that would have resulted in a revised title
14 being issued that corrected the VIN number; is that
15 right?

16 A. Yes, sir.

17 Q. Okay. Because the correct VIN number is shown on the
18 original Certificate of Origin to Toyota?

19 A. It's showed on all the paperwork it was correct.

20 Q. Right. Right. And it was corrected in 2019 so there
21 would have been a new Title of Certificate issued in
22 2019 with the correct VIN number on it; right?

23 A. Yes, sir, that would have been I guess why we had to
24 call the customer when it was corrected.

25 Q. Okay. And so that's why. But both titles when they

1 were issued were issued in the name of Ms. Smith?

2 A. Yes, sir.

3 Q. Okay. So I'll ask the question one more time. You
4 know of no Title Certificates ever issued in the name
5 of Glenn Mechanical?

6 A. No, sir.

7 Q. Okay. And that's why in their paperwork that they
8 submitted to me in response to my questions there is no
9 title in the name of the Plaintiff in this case?

10 A. Yes, sir.

11 Q. Okay. It was never titled in the name of Glenn
12 Mechanical?

13 A. No, sir.

14 Q. Okay. I think that's all I have.

15 MR. EPPS:

16 Can we take real quick break real quick?

17 MR. LOGAN:

18 Sure.

19 MR. EPPS:

20 I'm not going to be long.

21 (Off the Record 10:50 a.m. -- 10:52 a.m.)

22 EXAMINATION BY MR. EPPS:

23 Q. All right. Ms. Davis, hey, my name is Norman Epps.
24 How are you?

25 A. Good. How are you?

1 Q. I represent Glenn Mechanical in this Action.

2 A. Yes, sir.

3 Q. And did you -- you testified you were the final step in
4 the purchase of a vehicle from Ralph Hayes Toyota;
5 correct?

6 A. Yes, sir.

7 Q. Okay. So in this case it would have gone to Stan -- or
8 Scott Brown was the salesperson?

9 A. Yes, sir.

10 Q. And then Stanley was the finance guy?

11 A. Yes, sir.

12 Q. And you get the paperwork; correct?

13 A. Yes, sir.

14 Q. Now, you testified you never spoke to John Glenn; is
15 that right?

16 A. No, sir, not that I know of. I did not.

17 Q. Do you know John Glenn?

18 A. No, sir.

19 Q. Okay. As we sit here you don't remember speaking to
20 him at all; correct?

21 A. No, sir, this is from 2016.

22 Q. I understand.

23 A. That I know of I have not spoke with any of them.

24 Q. Did you ever speak with Ms. Smith?

25 A. No, sir, not that I recall.

1 Q. Obviously some of the paperwork that you looked at in
2 order to do your job as the finalization of the
3 purchase of this vehicle you signed some documents and
4 Ms. Smith signed documents; is that right?

5 A. Yes, sir.

6 Q. Would she have signed those documents in your presence?

7 A. No, sir.

8 Q. She would not have?

9 A. No, sir.

10 Q. Okay. All right. Let me ask you. I'm going to hand
11 you what's been marked as Plaintiff's 1.

12 A. Yes, sir.

13 MR. LOGAN:

14 Are these altogether?

15 MR. EPPS:

16 Yes, it's altogether.

17 (Introduction of pertinent 7-page document,
18 Ralph Hayes Toyota Documents/Checks as
19 Plaintiff's Exhibit Number 1.)

20 Q. All right. And as you look at the Defendant's exhibits
21 can you identify those documents?

22 A. This is the Buyer's Order.

23 Q. Okay. The same as the one that's got the name of Ms.
24 Smith on it; is that right?

25 A. Yes, sir.

1 Q. okay. And that states that the Buyer's Order was the
2 buyer of the vehicle would be Glenn Mechanical; is that
3 right?

4 A. Yes, sir.

5 Q. Okay. And what is that next document?

6 A. The next document is a Power of Attorney.

7 Q. Similar as to what Ms. Smith signed; is that right?

8 A. Yes, sir.

9 Q. And that was in the name of Glenn Mechanical, LLC; is
10 that right?

11 A. Yes, sir.

12 Q. Okay.

13 A. The next is another Power of Attorney.

14 Q. All right. And what is that? Is that a duplicate?
15 what is that?

16 A. The first one is for the 4Runner.

17 Q. Yes.

18 A. And then the next one is for the Kia.

19 Q. Okay.

20 A. And then the next one is where Glenn Mechanical would
21 have traded in an Kia.

22 Q. Okay.

23 A. The next one is the driver's license of Mr. Glenn.

24 Q. Yeah, Mr. John Glenn. And you don't know Mr. Glenn; is
25 that right?

1 A. No, sir.

2 Q. Okay. And as we sit here today do you recognize Ms.
3 Smith?

4 A. No, sir.

5 Q. Okay. All right. And the last two documents?

6 A. It would be a check where it went through our bank.
7 It's in Mr. Glenn's name and then the first one would
8 be a copy of the check.

9 Q. Okay.

10 A. Well, it's two different checks. I'm sorry. I just
11 have looked at the amount. It was two different
12 checks, both of them wrote. So the first one may have
13 been a deposit on the car. And then the next one is
14 where it was cleared our bank. The second check was.

15 Q. Okay. So there was a check for \$36,400 made out to
16 Ralph Hayes Toyota from Mr. Glenn; is that right?

17 A. Yes, sir.

18 Q. And then another check for \$6,000 made out to Ralph
19 Hayes Toyota by Mr. Glenn; is that right?

20 A. Yes, sir.

21 Q. Okay. That first check was dated August 1, 2016?

22 A. Uh-huh.

23 Q. And it appeared to be deposited by Ralph Hayes Toyota
24 on August 2nd, 2016; is that right?

25 A. Yes, sir.

1 Q. And then that second check for \$6,000 was dated August
2 16th of 2016; right?

3 A. Yes, sir.

4 Q. Okay. So looking at those records at the very least
5 you didn't have a hand in any of those -- generating
6 any of those documents; is that right?

7 A. No, sir.

8 Q. That would be -- who would that be? That would be
9 Scott Brown in the Finance Department?

10 A. The checks would be wrote there and then it would have
11 went to -- into the office and they would have
12 deposited the checks into our checking account.

13 Q. Okay.

14 A. Ralph Hayes Toyota.

15 Q. Okay. And you didn't have any part in handling that
16 paperwork, generating that paperwork --

17 A. No, sir, I wouldn't have seen the checks.

18 Q. -- handling that money? You wouldn't have seen that at
19 all; correct?

20 A. No, sir.

21 Q. Okay. All right. Does that appear based on what you
22 looked at, the first page of that exhibit, those checks
23 reflect the purchase price of that vehicle; correct?

24 MR. LOGAN:

25 Object to the form. You can answer it if you can.

1 A. From this right here is for this amount, yes, sir.

2 Q. Okay. All right. And so other than that I guess like
3 you testified to you didn't have any interaction or you
4 didn't generate that paperwork. Basically your job is
5 at the end of -- at the end of the line?

6 A. My job is basically to pull out a Form 400, a PTO, and
7 like I said, like the driver's license, and insurance
8 card, and registration if they're going to transfer.

9 Q. Okay. Would you have had any communication with Ms.
10 Smith?

11 A. No, sir.

12 Q. Okay.

13 A. I mean only for -- I guess where -- I'm guessing from
14 the dates, like I said 2016 is a long time.

15 Q. I understand. I understand.

16 A. But from that being issued in September that would have
17 been what that registration was for and why I would
18 have called the customer then. Apparently when the
19 title was received they seen where a mistake was made.
20 So when this right here was done it was corrected in
21 September.

22 Q. Okay.

23 A. So that would have been why I would have called the
24 customer for the new registration.

25 Q. Okay.

1 A. That would make sense why the tag was -- because I was
2 looking at that note. I was trying to figure out why a
3 tag was -- why they were needing it. So apparently
4 they noticed that the registration was wrong and I had
5 to correct that with a new title.

6 Q. All right. Obviously, we've got a set of paperwork
7 made out to Glenn Mechanical; right?

8 A. Yes, sir.

9 Q. And then you've got the same set of paperwork made out
10 to Ms. Smith?

11 A. Yes, sir.

12 MR. LOGAN:

13 Object to the form.

14 Q. Okay. Is that unusual?

15 A. I mean, yes, sir. I mean it's just -- like I said I
16 pull out the Form 400, the PTO and those are the forms
17 that I am looking at. It's my job to register the car.

18 Q. I understand.

19 A. I don't know why these forms. This would be something
20 you have to ask Stan U.

21 Q. Okay.

22 A. He would have been the one who would have generated all
23 these forms.

24 Q. Okay.

25 A. And I don't know why it was done. I wished I did. I

1 wished I could answer.

2 Q. Both sets of those -- both sets of those documentations
3 are dated the same day, July the 27th of 2016; right?

4 A. Yes, sir. Yes, sir.

5 Q. Okay. If both sets of paperwork were not generated the
6 same day is it proper to have both of them dated for
7 the same date of the transaction?

8 A. They can go back. This right here was dated this date,
9 so they were all done -- from what I'm looking at done
10 on the same day. I can't tell you if they were or not.

11 Q. I understand. So you don't know?

12 A. No, sir.

13 Q. Okay. You don't know.

14 A. I do not know.

15 Q. Now, let me ask you this. All right. Now, you
16 testified and I think this is Exhibit I --

17 MR. LOGAN:

18 Exhibit 1.

19 Q. 1? This is 1.

20 A. This is what was given to me. I'm sorry I'm getting
21 confused.

22 Q. I'm just asking -- all right. Do you see that? That's
23 your signature; is that right?

24 A. Yes, sir.

25 Q. Okay. And then that's Ms. Smith's signature below

1 yours?

2 A. Yes, sir.

3 Q. Okay. So you would not -- would she have been with you
4 when you signed that documentation?

5 A. No, sir.

6 Q. Okay.

7 A. Most of the time whenever we get these forms, like I
8 said since I'm the Title Clerk, I sign. If the Finance
9 Manager doesn't sign it, I sign for the seller of Ralph
10 Hayes Toyota because I'm authorized to sign for that.

11 Q. So you would have gotten that document already signed
12 by Ms. Smith; right?

13 A. They sign that paperwork in the finance office, yes,
14 sir.

15 Q. Okay. And -- and Stanley, the finance guy, did not
16 sign it; right?

17 A. To my knowledge, no, sir.

18 Q. I understand that, but you signed it. Therefore you
19 signed; is that right?

20 A. I signed for seller, yes, sir.

21 Q. For the seller?

22 A. Yes, sir.

23 Q. Okay. But did Stanley usually sign for seller?

24 A. It just depends. If they think about it they do, if
25 they don't. It just kind of depends on if they've got

1 customers waiting on them. Like I said I'm authorized
2 to sign for the seller of Ralph Hayes Toyota.

3 Q. So just to be crystal clear you basically take the
4 paperwork that you're given from Finance and then you
5 do your job; correct?

6 A. Yes, sir.

7 Q. Okay. You've gotten no knowledge of anything that
8 transpired prior to you receiving that documentation?

9 A. No, sir.

10 Q. You don't know what communications between the
11 salesperson, the finance guy with Mr. Glenn or Ms.
12 Smith --

13 A. No, sir.

14 Q. -- you don't have any idea what took place between --
15 with those parties; is that right?

16 A. No, sir.

17 Q. Okay. All right. Just give me. So let me ask you.
18 This is paperwork that you received from Stanley; is
19 that right?

20 A. Yes, sir.

21 Q. Would that mean that Ms. Smith was with Mr. Stanley?

22 A. Yes, sir.

23 Q. She would have been in the finance office with him;
24 correct?

25 A. Yes, sir.

1 Q. Okay. All right. I have no further questions.

2 EXAMINATION BY MR. LOGAN:

3 Q. I've just got a few follow-ups.

4 A. Yes, sir.

5 Q. He showed you Plaintiff's Exhibit 1?

6 A. Yes, sir.

7 Q. That's the one you've got right there?

8 A. Yes, sir.

9 Q. In that stack of material is there a Form 400?

10 A. No, sir.

11 Q. Okay. And so this -- the documents in Plaintiff's
12 Exhibit 1 would not have been sufficient to send to the
13 Highway Department to have a Title Certificate issued
14 in the name of Glenn Mechanical; is that right?

15 A. No, sir.

16 Q. Okay. Form 400 is what's needed; right?

17 A. Yes, sir.

18 Q. Are there any other forms that are needed?

19 A. You need the Form 400, the PTO --

20 Q. Is there a PTO in this set of documents?

21 A. Just showing where a Kia was traded in. That's it.

22 Q. That's it?

23 A. Yes, sir.

24 Q. Nothing dealing with the 2016 Toyota?

25 A. No, sir.

1 Q. Okay. So sending in this set of documents, which is
2 part of Plaintiff's Exhibit 1, would not have been
3 sufficient to have a title issued in Glenn Mechanical;
4 is that right?

5 A. No, sir.

6 Q. So whoever prepared this, if that was their intent, did
7 a very sloppy job and could not have had a title from
8 the Highway Department issued in the name of Glenn
9 Mechanical for this vehicle; is that what you're
10 telling me?

11 A. Yes, sir.

12 Q. Okay.

13 MR. LOGAN:

14 Wait a minute. Wait a minute. Let me make sure I'm
15 through.

16 Q. And you don't know other -- if someone else besides you
17 -- you never saw these documents; is that right?

18 A. No, sir.

19 Q. Okay. So you don't know who signed these documents?

20 A. No, sir.

21 Q. You don't know exactly when they were prepared?

22 A. No, sir.

23 Q. And you were never authorized to or got enough
24 documents to send to the Highway Department to have a
25 Certificate of Title issued in the name of Glenn

1 Mechanical; correct?

2 A. Yes, sir.

3 Q. All right. Thank you.

4 EXAMINATION BY MR. EPPS:

5 Q. Just real quick.

6 A. Yes, sir.

7 Q. This Form 400 --

8 A. Yes, sir.

9 Q. -- this Form 400. Okay. Is that signed with the
10 finance guy?

11 A. Yes, sir.

12 Q. So Ms. Smith would have to be in the finance office
13 with Stanley, the finance guy, to sign that; correct?

14 A. Yes, sir.

15 Q. Okay. No further questions.

16 EXAMINATION BY MR. LOGAN:

17 Q. One more. And if anyone else -- the only certificate
18 -- the only -- what's the name of that document that
19 you just showed her?

20 A. The Form 400.

21 Q. Yeah. The only Form 400 you saw had Ms. Smith's name
22 on it?

23 A. Yes, sir.

24 Q. Okay. You never saw a Form 400 from anything that had
25 Glenn Mechanical on it?

1 A. No, sir.

2 Q. So you could not have applied for a Title Certificate
3 in the name of Glenn Mechanical based upon paperwork
4 that's part of Exhibit 1?

5 A. No, sir.

6 Q. Okay. Thank you. That's all I got.

7 MR. EPPS:

8 No further questions.

9 MR. LOGAN:

10 Thank you very much.

11 THE WITNESS:

12 You're welcome.

13 (THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION CONCLUDED
14 AT 11:06 A.M.)

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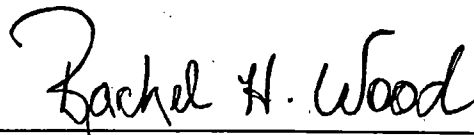
25

CERTIFICATE OF REPORTER

I, RACHEL H. WOOD, a Notary Public in and for the State of South Carolina, do hereby certify that the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript.

That the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.



Rachel H. Wood, Reporter

Notary Public for South Carolina

Commission Expires: 02/13/2029

Telephone (864) 226-1571
FAX (864) 224-1174
www.ralphhayestoyota.com

RALPH HAYES TOYOTA

3525 Clemson Blvd.
P.O. Box 5058
ANDERSON, SC 29621

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO THE FEDERAL
ARBITRATION ACT ("FAA") 9 U.S.C. § 1 ET SEQ. OR IF
AND ONLY IF THE FAA DOES NOT APPLY, THEN
PURSUANT TO THE SOUTH CAROLINA UNIFORM
ARBITRATION ACT, S.C. CODE ANN. § 15-41-10 ET SEQ.
THE TERMS AND CONDITIONS OF ARBITRATION ARE
CONTAINED IN THE DEALERSHIP'S ARBITRATION
POLICIES AND PROCEDURES.

Purchaser Ins. Info:

Co. _____ Stock No. _____
Policy No. _____ Sell Price _____
Less Disc. _____
Net S.P. _____
DEDUCT: _____
Inventory _____
G.P. _____
Dates _____ to _____ Date _____, 20____
Agent _____
Agent Address _____
Purchaser _____
Address _____ City _____ County _____ State _____ Zip _____

I hereby agree to purchase from you under the terms & conditions specified, the following:

Quantity _____ Year _____ Make _____ Model _____ Body Style _____
New _____ Used _____
Serial Number _____ Color _____ Engine _____ License No. _____

1.	CASH SELLING PRICE, INC. EXTRAS	
2.	LICENSE PLATES, TRANSFER & TITLE	
3.	SALES TAX	
4.	Closing Fee	
5.	TOTAL CASH SELLING PRICE	\$174.00
6.	TRADE-IN: Make _____ Body Style _____ Year _____ Serial No. _____ Insp. No. _____ Engine _____ Transmission _____ A/C _____ License _____	
	ALLOWANCE ON TRADE-IN	
	LESS PAY OFF TO:	
	NET ALLOWANCE ON TRADE-IN	
7.	CASH PAYMENT	
8.	DEPOSIT	
9.	OTHER	
10.	TOTAL DOWN PAYMENT	
11.	UNPAID BALANCE (4-10)	
12.	LIFE INS. \$ _____ A & H \$ _____	
13.	AUTO INSURANCE	
14.	AMOUNT FINANCED (11 + 12 + 13)	
15.	FINANCE CHARGE	
16.	TOTAL OF PAYMENTS	
17.	DEFERRED PAYMENT PRICE (10 + 16)	
	TIME BALANCE PAYABLE IN _____ MONTHLY INSTALLMENTS OF \$ _____ EACH BEGINNING _____, 20____, (ANNUAL PERCENTAGE RATE _____ %)	

DISCLAIMER OF WARRANTIES

I have read this Contract and understand that selling Dealer makes no warranties express or implied with respect to the sale of the vehicle described herein. ANY DESCRIPTION CONTAINED IN THIS CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE VEHICLE SOLD AND DOES NOT CONSTITUTE A WARRANTY THAT THE VEHICLE SHALL



ARBITRATION POLICIES AND PROCEDURES

PLEASE REVIEW-IMPORTANT-AFFECTS YOUR LEGAL RIGHTS

1. BOTH THE DEALER AND CUSTOMER(S) SHALL HAVE THE RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED IN ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. YOU AGREE TO GIVE UP THE RIGHT TO PARTICIPATE AS A PRIVATE ATTORNEY GENERAL, CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT.
4. THIS AGREEMENT SUPERSEDES ALL PRIOR DISCUSSIONS, ARRANGEMENTS, NEGOTIATIONS AND OTHER COMMUNICATIONS, IF ANY, ON DISPUTE RESOLUTION.

In this Arbitration Agreement, "Customer," "you," and "your" refers to the customer(s) signing below. "Dealer," "we," "us," and "our" refer to the Dealer signing below as well as any other affiliated entity, parent or subsidiary, their successors and assigns and all of their owners, shareholders, managers and agents, and anyone to whom the Dealer assigns this Arbitration Agreement. You agree that Dealer's Policies and Procedures govern any arbitration between the parties. A copy of the Policies and Procedures is available upon request.

Any claim, counterclaim, third party claim, cross-claim, dispute or controversy between Dealer and Customer, as well as between Customer and Dealer's employees, agents, affiliate companies or persons, successors and assigns, whether in contract, tort or otherwise, arising from or relating to the repair or servicing of the vehicle listed on this Repair Order or Estimate or any resulting transaction or relationship (including any such relationship with third parties who do not sign your purchase or finance contract), or the validity, enforceability, or scope of this Agreement, shall be resolved by neutral, binding arbitration. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Agreement shall not apply to such claim or dispute. This Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act ("FAA"), 9 U.S.C. 1-16 and shall be governed by the FAA. If and only if the FAA does not apply, then by any applicable state law concerning arbitration. You agree that there will be no right to participate as a class or group representative, private attorney general, or class or group member of any class or group claim against Dealer, including any right to class or group arbitration or any consolidation of individual arbitrations.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. You and we retain any rights to bring an action individually to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by Dealer or Customer.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the Policies and Procedures. The arbitrator shall apply governing substantive law in making an award, but may not add to, modify, invalidate or ignore any provision of the Agreement or the Policies and Procedures. The arbitration hearing shall be conducted in the federal district where this Arbitration Agreement was executed. The party filing arbitration shall pay a \$250 filing fee. We will advance any additional administration, arbitration, or hearing fee up to a maximum of \$1,500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Thereafter, each party shall share equally in any administration, arbitration, or hearing fee. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000 or includes an award of injunctive relief against a party, that party may request a new arbitration under the Policies and Procedures. The appealing party requesting new arbitration shall be responsible for any filing fee and other arbitration costs subject to a final determination by the arbitrator(s) of a fair apportionment of costs. Any court having jurisdiction may enter judgment on the arbitrator's award.

If any provision of this Agreement is determined to be unenforceable other than the waiver of the right to participate in a class or consolidated arbitration, then the remainder shall be given full force and effect. This Agreement shall survive the termination of any and all of Customer's business with Dealer. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, is agreed to be the last Agreement entered into with respect to its subject matter, and supersedes all prior discussions, arrangements, negotiations and other communications, if any, on dispute resolution.

Date

Date

Customer(s)

Dealer, Ralph Hayes Toyota



South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2016 Make TOYOTA Model Type 4RUNNER Body Type 4DR RWD V6 L
VIN (Vehicle Identification Number) JTEZU5JR4G5134086

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, SIHIERH HOSSEIN-BEIK SMITH (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION (Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

SIHIERH HOSSEIN-BEIK SMITH (Transferor's Signature) 07/27/2016 (Date of Statement)
207 INGLEWOOD CIRCLE STARR SC 29684 (Printed Name)
Transferor's Address (Street, City, State, Zip Code)

RALPH HAYES TOYOTA SCION (Transferee's Signature) 3525 CLEMSON BLVD. ANDERSON SC 29621 (Printed Name of Individual Signing as Transferee)
(Transferee's Name - Print or Type Name of Business or Company) Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14) (PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature) (Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

(Transferor's Signature) (Printed Name) (Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____, (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature) (Printed Name) (Date of Certification)
3525 CLEMSON BLVD. ANDERSON SC 29621
(Street Address) (City) (State) (Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.



South Carolina Department of Motor Vehicles

Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home

Form 400
(Rev 4/10)

No strikeouts, erasures, or correction fluid is acceptable on this form. For more information, visit our website at www.scdmvonline.com or call our Customer Call Center at (803) 896-5000.

SECTION A. ☐ EXPEDITE (additional \$20.00 fee) Check here to expedite this title.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Make checks payable to: SC DMV. DO NOT SEND CASH.

☐ NEW TITLE & REGISTRATION

- 1) Manufacturer Certificate of Origin (MCO) or Title
- 2) Paid Property Tax Receipt
- 3) \$15.00 title fee, and
- 4) Regular registration fee
- 5) Sales Tax (5% of selling price or \$300.00 max.)
- 6) Insurance Information

☒ TITLE AND PLATE TRANSFER

- 1) Manufacturer Certificate of Origin (MCO) or Title
- 2) List Previous Tax & Title
- 3) Previous registration in owner's name
- 4) \$15.00 title
- 5) \$10.00 transfer fee
- 6) Sales Tax (5% of selling price or \$300.00 max.)
- 7) Insurance Information

☐ TITLE FOR MOBILE OR MANUFACTURED HOME

- 1) Manufacturer Certificate of Origin (MCO) or Title
- 2) Consumer Insulation Report required for \$300.00 sales tax cap. If mobile home is energy efficient.
- 3) \$15.00 title fee

☐ TITLE ONLY

- 1) Manufacturer Certificate of Origin (MCO) or Title
- 2) \$15.00 title fee
- 3) Sales Tax (5% of selling price or \$300.00 max.)

☐ DUPLICATE TITLE

- 1) Lost, Stolen or Destroyed Title
- 2) \$15.00 title fee

☐ LEASED VEHICLE

- 1) Do not complete Section D. Complete Section E and all other applicable sections.

MAIL YOUR APPLICATION TO:
SC DMV
P.O. Box 1496 - 10311 Wilson Blvd.
Blythewood, SC 29016 - 0024

SECTION B - VEHICLE INFORMATION Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR MAKE	BODY STYLE	MODEL	EMPTY WEIGHT	GVM
					4350	

SECTION C - ODOMETER MILEAGE (Miles not kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS _____ (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED.



DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☐ EXEMPT

☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY.

SECTION D - OWNER INFORMATION Your complete legal name must be used on all title and registration documents.

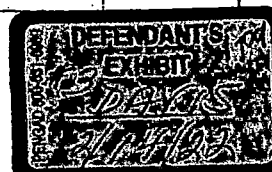
NEW PRIMARY OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)		SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN		DATE OF BIRTH	
NEW CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)		SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN		DATE OF BIRTH	
PRIMARY OWNER'S RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)		CITY	STATE	ZIP CODE	COUNTY
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE	COUNTY
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE	COUNTY
DAYTIME TELEPHONE NUMBER		TEMPORARY ADDRESS (IF APPLICABLE)		EXPIRATION OF TEMPORARY ADDRESS	

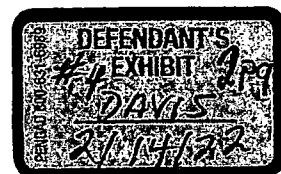
SECTION E - LEASING INFORMATION Complete only for a leased vehicle.

LEASING COMPANY NAME		PHONE NO.		CONTACT PERSON		CUSTOMER NO.	
ADDRESS		CITY		STATE		ZIP CODE	
NAME OF LESSEE (PERSON LEASING VEHICLE)		DRIVER LICENSE NO., SOC. SEC. NO., OR FEIN		DATE OF BIRTH			
LESSEE'S SC RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)		CITY	STATE	ZIP CODE	COUNTY		
LESSEE'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE	COUNTY		
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE	COUNTY		

SECTION F - LIEN INFORMATION If you are a lienholder, are you a SC ELT participant? ☐ YES ☐ NO

CUSTOMER NO., OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS		CITY	STATE	ZIP CODE
CUSTOMER NO., OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS		CITY	STATE	ZIP CODE





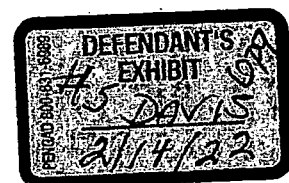
Call
when back
with Reg

Sihieru

Smith
Dea1 X-57043

2016 Gr. Runners

SMITH, SIHERH HOSSEIN-BEIK
301 SIMPSON ST
WESTMINSTER, SC 29693-1349



Telephone (864) 226-1571
FAX (864) 224-1174
www.ralphhayestoyota.com

RALPH HAYES TOYOTA

3525 Clemson Blvd.
P.O. Box 5058
ANDERSON, SC 29621

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO THE FEDERAL
ARBITRATION ACT (FAA), 9 U.S.C. § 1, ET SEQ. OR IF
AND ONLY IF THE FAA DOES NOT APPLY, THEN
PURSUANT TO THE SOUTH CAROLINA UNIFORM
ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ.
THE TERMS AND CONDITIONS OF ARBITRATION ARE
CONTAINED IN THE DEALERSHIP'S ARBITRATION
POLICIES AND PROCEDURES.

CUST# 105229

DEAL# 57043

Purchaser Ins. Info:

Co.

Policy No.

Dates to

Agent

Agent Address

Purchaser: GLENN MECHANICAL LLC

Address 525 N MAIN ST

Date JUL 27th, 2016

Stock No. 13020

Sell Price 41901.00

Less Disc. N/A

Net S.P. 41901.00

DEDUCT:

Inventory

G.P.

City ANDERSON County ANDERSON State SC Zip 29621

I hereby agree to purchase from you under the terms & conditions specified, the following:

Quantity 1 Year 2016 Make TOYOTA Model 4RUNNER Body Style 4DR RWD V6 LTD

X New
Used

Serial Number JTEZU5JR4G5134086 Color Engine License No.

1.	CASH SELLING PRICE, INC. EXTRAS	41901.00
2.	LICENSE PLATES, TRANSFER & TITLE	25.00
3.	SALES TAX	300.00
4.	Closing Fee	XXXXXX 174.00
5.	TOTAL CASH SELLING PRICE	42400.00
6.	TRADE-IN: Make KIA Body Style 4DR SDN 2.4L Year 2011 Serial No. KNAGM4A72B5182194 Insp. No. Engine Transmission A/C License	
	ALLOWANCE ON TRADE-IN	6000.00
	LESS PAY OFF TO:	N/A
	NET ALLOWANCE ON TRADE-IN	6000.00
7.	CASH PAYMENT	36400.00
8.	DEPOSIT	N/A
9.	OTHER	N/A
10.	TOTAL DOWN PAYMENT	42400.00
11.	UNPAID BALANCE (4-10)	N/A
12.	LIFE INS. \$ N/A A & H \$ N/A	N/A
13.	AUTO INSURANCE	N/A
14.	AMOUNT FINANCED (11 + 12 + 13)	N/A
15.	FINANCE CHARGE	N/A
16.	TOTAL OF PAYMENTS	N/A
17.	DEFERRED PAYMENT PRICE (10 + 16)	42400.00
	TIME BALANCE PAYABLE IN 1 MONTHLY INSTALLMENTS OF \$ N/A EACH BEGINNING JUL 28th 2016 (ANNUAL PERCENTAGE RATE 0.00 %)	

DISCLAIMER OF WARRANTIES

I have read this Contract and understand that selling Dealer makes no warranties express or implied with respect to the sale of the vehicle described herein. ANY DESCRIPTION CONTAINED IN THIS CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE VEHICLE SOLD AND DOES NOT CONSTITUTE A WARRANTY THAT THE VEHICLE SHALL CONFORM TO THAT DESCRIPTION. THE ONLY WARRANTIES, IF ANY, APPLYING TO THIS VEHICLE ARE THOSE THAT MAY BE OFFERED BY THE MANUFACTURER. THOSE WARRANTIES ARE PROVIDED, IF AT ALL, OUTSIDE OF THIS CONTRACT. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Dealer does not assume, nor authorizes any other person to assume for it, any liability in connection with the sale of this vehicle. PURCHASER AGREES THAT PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS SALE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. The undersigned Purchaser expressly accepts the above described vehicle as being in satisfactory condition at the time of sale.

Purchaser Signature

Co-Buyer Signature

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, with respect to this sale, and that this Contract contains the entire agreement between the selling Dealer and the Purchaser and that, consequently, no course of prior dealing or usage of the trade shall be relevant to supplement or explain any terms used in this Contract.

Salesman's Name: SCOTT J BROWN

Finance STANLEY C UKADIKE

Sto. No.

Telephone (864) 226-1571
FAX (864) 224-1174
www.ralphhayestoyota.com

RALPH HAYES TOYOTA

PL'S 1
3525 Clemson Blvd.
P.O. Box 5058
ANDERSON, SC 29621

CUST# 105229

DEAL# 57043

Purchaser Ins. Info:

Co.

Policy No.

Dates

to

Date JUL 27th, 2016

Agent

Agent Address

Purchaser GLENN MECHANICAL LLC

Address 525 N MAIN ST

City ANDERSON

County ANDERSON

State SC

Zip 29621

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO THE FEDERAL
ARBITRATION ACT ("FAA"), 9 U.S.C. § 1 ET SEQ. OR IF
AND ONLY IF THE FAA DOES NOT APPLY, THEN
PURSUANT TO THE SOUTH CAROLINA UNIFORM
ARBITRATION ACT, S.C. CODE ANN. § 15-41-10 ET SEQ.
THE TERMS AND CONDITIONS OF ARBITRATION ARE
CONTAINED IN THE DEALERSHIP'S ARBITRATION
POLICIES AND PROCEDURES.

Stock No. 13020

Sell Price 41901.00

Less Disc. N/A

Net S.P. 41901.00

DEDUCT:

Inventory

G.P.

I hereby agree to purchase from you under the terms & conditions specified, the following:

XXNew
Used

Quantity 1 Year 2016 Make TOYOTA Model 4RUNNER Body Style 4DR RWD V6 LTD

Serial Number JTEZU5JR4G5134086 Color Engine License No.

1.	CASH SELLING PRICE, INC. EXTRAS	41901.00
2.	LICENSE PLATES, TRANSFER & TITLE	25.00
3.	SALES TAX	300.00
4.	Closing Fee	XXXXXX 174.00
5.	TOTAL CASH SELLING PRICE	42400.00
6.	TRADE-IN: Make KIA Body Style 4DR SDN 2.4L Year 2011 Serial No. KNAGM4A72B5182194 Insp. No. Engine Transmission A/C License	
	ALLOWANCE ON TRADE-IN	6000.00
	LESS PAY OFF TO:	N/A
	NET ALLOWANCE ON TRADE-IN	6000.00
7.	CASH PAYMENT	36400.00
8.	DEPOSIT	N/A
9.	OTHER	N/A
10.	TOTAL DOWN PAYMENT	42400.00
11.	UNPAID BALANCE (4-10)	N/A
12.	LIFE INS. \$ N/A A & H \$ N/A	N/A
13.	AUTO INSURANCE	N/A
14.	AMOUNT FINANCED (11 + 12 + 13)	N/A
15.	FINANCE CHARGE	N/A
16.	TOTAL OF PAYMENTS	N/A
17.	DEFERRED PAYMENT PRICE (10 + 16)	42400.00
	TIME BALANCE PAYABLE IN 1 MONTHLY INSTALLMENTS OF \$ N/A EACH BEGINNING JUL 28th 2016 (ANNUAL PERCENTAGE RATE 0.00 %)	

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Purchaser Signature

Co-Buyer Signature

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, with respect to this sale, and that this Contract contains the entire agreement between the selling Dealer and the Purchaser and that, consequently, no course of prior dealing or usage of the trade shall be relevant to supplement or explain any terms used in this Contract.

Salesman's Name: SCOTT J BROWN

Finance STANLEY C UKADIKE

Sto. No.



South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2016 Make TOYOTA Model Type 4RUNNER Body Type 4DR RWD V6 L

VIN (Vehicle Identification Number) JTEZU5JR4G5134086

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, GLENN MECHANICAL LLC (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION

(Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☒ I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPENCY

GLENN MECHANICAL LLC

07/27/2016

(Transferor's Signature)

(Printed Name)

(Date of Statement)

525 N MAIN ST ANDERSON SC 29621

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)

(Printed Name of Individual Signing as Transferee)

RALPH HAYES TOYOTA SCION

3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14)

(PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPENCY

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____ (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.

AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

No. 428605AA

Personally appeared before me _____

(Seller)

(Dealer Retail Tax #)

(Address)

who being duly sworn, deposes and says that on the _____ day of _____, 20____,

he sold the following motor vehicle: Make _____ Model _____

Year _____ Identification (Serial) No. _____

License No. _____ to _____ (Buyer)

(Street)

(City)

(County)

(State)

(Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____

Address _____ Date _____

I certify that the odometer now reads _____ (no tenths, miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: BUYER USE ONLY!**

Federal law and state law, if applicable, requires that you state the truth on this transfer of vehicle title. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Jay P...
(Signature of Seller)

(Print Seller's Name)

Samuel Herman Lee Smith
(Signature of Buyer)

(Print Buyer's Name)

Property Tax Section

Check One:

_____ Purchase License Plate

D.L. Number _____

License Plate Issued _____

_____ Transfer License Plate

Signature of Buyer's purchasing plate:

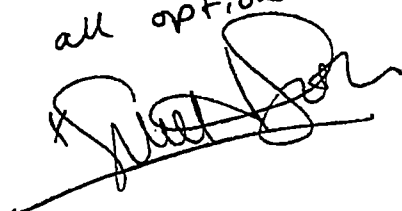
Property taxes will be due in 120 days.

Prepared for SIHERH HOSSEIN-BEIK SMITH by Ralph Hayes Toyota
2016 TOYOTA 4RUNNER SR5 - JTEZU5JR4G5134086 - 162 Miles

Base COD Amount: \$36,400.00

Selling Price: \$41,901.00 Trade Allowance: \$6,000.00 Payoff Amt: \$0.00 Cash Down: \$0.00 Rebate: \$0.00 Deposit: \$0.00

	Basic	Economy
Vehicle Protection Plan Term: 7/100000 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage Deductible: \$0	Vehicle Protection Plan Term: 7/100000 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage Deductible: \$0	Vehicle Protection Plan Term: 7/100000 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage Deductible: \$0
Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service	Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service	Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service
Road Hazard Tire Term: 60/999999 • Deluxe Plan • Helps pay for repairs to tires/wheels damaged by covered road hazards • \$40 per tire for repair; \$5000 lifetime - maximum benefit for tire/wheel replacement	Road Hazard Tire Term: 60/999999 • Deluxe Plan • Helps pay for repairs to tires/wheels damaged by covered road hazards • \$40 per tire for repair; \$5000 lifetime - maximum benefit for tire/wheel replacement	
LoJack Vehicle Recovery System Lojack • Theft System • #1 stolen vehicle recovery system in the world • Backed by law enforcement 90%		
Simoniz • Interior and Exterior Protection for your Vehicle • Exterior Coverage: Acid Rain, Tree Sap, - Bird Waste, Insects and more • Interior Protection Coverage: Seats (Cloth or Leather), Carpet, Area & Fabric/Leather Door Trim and more • No Deductible • Lifetime Warranty • Coverages Available		
\$41,063.00	\$39,769.00	\$39,400.00
		\$38,400.00

I decline
all options


For exact coverages, exclusions, and limitations of the above optional value added products that you have selected, please refer to the specific product contract. Payments listed above are estimates. For specific payment information, please refer to the product contract. The purchase of value added products is NOT required in order to obtain financing or to lease/purchase a vehicle. Each value added optional product may be purchased separately.

Signature _____

Note: RALPH HAYES TOYOTA is solely responsible for the language of this document and used a software program provided by Dealer/Track to create this document.

Prepared By: STAN UKADIKE 7/27/2016 3:20:58 PM

© Copyright 2016 eMenu

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

Glenn Mechanical,

Plaintiff,

vs.

Sihierh Smith,

Defendants.

PLAINTIFF'S ANSWERS TO
DEFENDANT'S INTERROGATORIES AND
REQUEST FOR PRODUCTION

CASE NO.: 2019-CP-04-01212

INTERROGATORIES

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE:

- John Glenn, c/o Glenn Mechanical LLC, 525 N. Main St., Anderson, SC 29621, affidavit dated June 27, 2019 and deposition taken on November 19, 2019.

-Sihierh Smith, Defendant, affidavit dated October 4, 2019 and deposition taken on November 19, 2019.

-Scott Brown, c/o Ralph Hayes Toyota, 3525 Clemson Blvd., Anderson, SC 29621, affidavit dated November 20, 2019.

-Matthew Pierce, 443 J. Paul Rd., Johnston, SC 29832, affidavit dated September 18, 2019.

-Jamie Lee, 204 Kings Rd., Anderson, SC 29621, No written or recorded statements at



this time.

-Robert Hayes, c/o Ralph Hayes Toyota, 3525 Clemson Blvd., Anderson, SC 29621- No written or recorded statement at this time.

2. For each person known to the party or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

RESPONSE:

-John Glenn, Plaintiff- See attached affidavit from June 27, 2019 and deposition taken on November 19, 2019.

-Sihierh Smith, Defendant- Affidavit dated October 4, 2019 and deposition taken on November 19, 2019.

-Scott Brown- Sales Associate for Ralph Hayes Toyota that assisted in the sale of the Toyota 4Runner- see attached affidavit.

-Matthew Pierce- Formally in a relationship with Sihierh Smith- provided an affidavit on September 18, 2019, attached hereto.

-Jamie Lee- Employee of Plaintiff and knowledge of the situation involved with subject vehicle and was present at the meeting when Defendant was terminated and initially agreed to return the vehicle. No written or recorded statements at this time.

-Ralph Hayes- President of Ralph Hayes Toyota. No written or recorded statement at this time.

3. Set forth a list of photographs, plats, sketches or other prepared documents in possession

of the party that relates to the claim or defense in the case.

RESPONSE:

-Please see attached documents:

-Ralph Hayes Toyota Purchase Agreement, Glenn Mechanical LLC, July 27, 2016;

-Payments by John Glenn in the amount of \$36,400.00 and \$6,000.00 for subject vehicle;

-Documents placing subject vehicle in Defendant's name without Plaintiff's consent;

-Affidavit of John Glenn;

-Deposition of John Glenn, taken on November 19, 2019;

-Statement of Scott Brown dated November 20, 2019;

-Statement of Matthew Pierce dated September 18, 2019;

-NADA guidelines.

4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

RESPONSE:

-Plaintiff requests the return of the subject vehicle or its value.

5. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case as well as said witness' professional occupation, subject matter in which said expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify and the specific grounds on which said expert's opinion is based.

RESPONSE:

-None at this time but reserve the right to retain one at a later date.

6. As to each person the Plaintiff expects to call as an expert witness at trial, please also

state:

- (a) Expert's educational background;
- (b) The subject matter or area on which each such person is to testify;
- (c) A list of books, treatises, journal articles or other works with which each such person regards as authoritative on the subject matter on which such person is expected to testify.

RESPONSE:

-See response to Interrogatory number 5.

7. Identify all exhibits that you plan to use at the trial.

RESPONSE:

-See attached:

-Ralph Hayes Toyota Purchase Agreement, Glenn Mechanical LLC, July 27, 2016;

-Payments by John Glenn in the amount of \$36,400.00 and \$6,000.00 for subject vehicle;

-Documents placing subject vehicle in Defendant's name without Plaintiff's consent;

-Affidavit of John Glenn;

-Deposition of John Glenn, taken on November 19, 2019;

-Statement of Scott Brown dated November 20, 2019;

-Statement of Matthew Pierce dated September 18, 2019;

-NADA guidelines.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Any and all documents identified in response to Defendant's Interrogatories numbered 1

through 7.

RESPONSE:

-See attached.

2. Any and all medical records, medical reports, and other written documents pertaining to the care, treatment, examination, testing or other observation of the Plaintiff for the injuries allegedly received in the accident giving rise to this suit.

RESPONSE:

-None.

3. Any and all documentation supporting the Plaintiff's claim for damages in this case, including, but expressly not limited to, all medical bills, bills for prescription and nonprescription drugs, bills showing travel expenses incurred in trips to the various medical personnel which have been consulted in relation to the injuries allegedly sustained in the accident giving rise to this case.

RESPONSE:

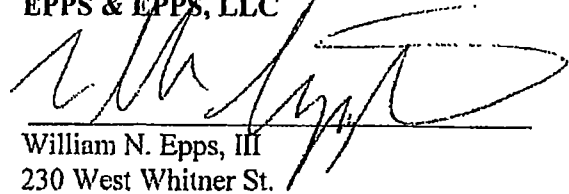
-See attached NADA guidelines for the subject vehicle.

4. Any and all other documents or photographs of any type, nature, or description whatsoever not produced in response to any of the preceding requests which the Plaintiff will rely upon at trial, either for the proof of the case or impeachment purposes.

RESPONSE:

-See prior response to Interrogatory number 3. Also, Plaintiff reserves the right to use any documents that have been submitted by the Defendant in this matter.

Respectfully Submitted By:
EPPS & EPPS, LLC



William N. Epps, III
230 West Whitner St.
PO Box 2167
Anderson, South Carolina 29622
(864) 224-2111
ATTORNEY FOR PLAINTIFF

Anderson, South Carolina
December 20, 2021

State of South Carolina)

)

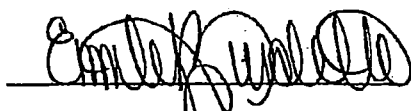
AFFIDAVIT

County of Anderson)

The undersigned, John Glenn, Jr., as managing partner for Glenn Mechanical, LLC, does hereby swear and affirm the following:

1. Defendant, Sihlerh Smith, has been employed as the office manager for Glenn Mechanical since 2016. As part of her job, Glenn Mechanical purchased and provided Defendant a white 2016 Toyota 4 Runner with VIN# JTEZU5JR4G5134086. At the time of purchase, the Defendant wrongfully placed the title of said vehicle in her name personally.
2. The Defendant was terminated from her position as office manager on June 17, 2019, at which time I requested she return the vehicle. After initially agreeing to its return, despite repeated requests, the Defendant has failed and refused to return the same.
3. The undersigned is informed and believes that the vehicle in question is in danger of being wrongfully disposed of or concealed by the Defendant which would cause irreparable harm to the Plaintiff.

SWORN TO before me this 27th
Day of June, 2019.



NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 5/22/23



John Glenn, Jr., Managing Partner
Glenn Mechanical, LLC

November 20, 2019

Statement of Scott Brown

Mr. Glenn and Ms. Smith came in to test drive vehicles. They were allowed to keep the car through the weekend. Five days later, she came back by herself to complete the deal. I asked whose name it would be in because I knew the company was paying for the vehicle. She told me it would be in her name. So my paperwork listed her name. After doing my paperwork and deal was being loaded in finance office we found out it was going to be in Glenn Mechanical. At that point, Mr. Glenn had to come back in and sign the final contracts. To my knowledge and belief the vehicle was to be titled in Glenn Mechanical.

Scott Brown, Salesperson

Ralph Hayes Toyota

A handwritten signature in black ink, appearing to read 'S. Brown', with a long horizontal flourish extending to the right.

Sworn to me and subscribed before me this 20th day of November, 2019

A handwritten signature in black ink, appearing to read 'Debbie B Cochran', with a long horizontal flourish extending to the right.

Debbie B Cochran

Commission expires 01/17/2027

J.D. POWER

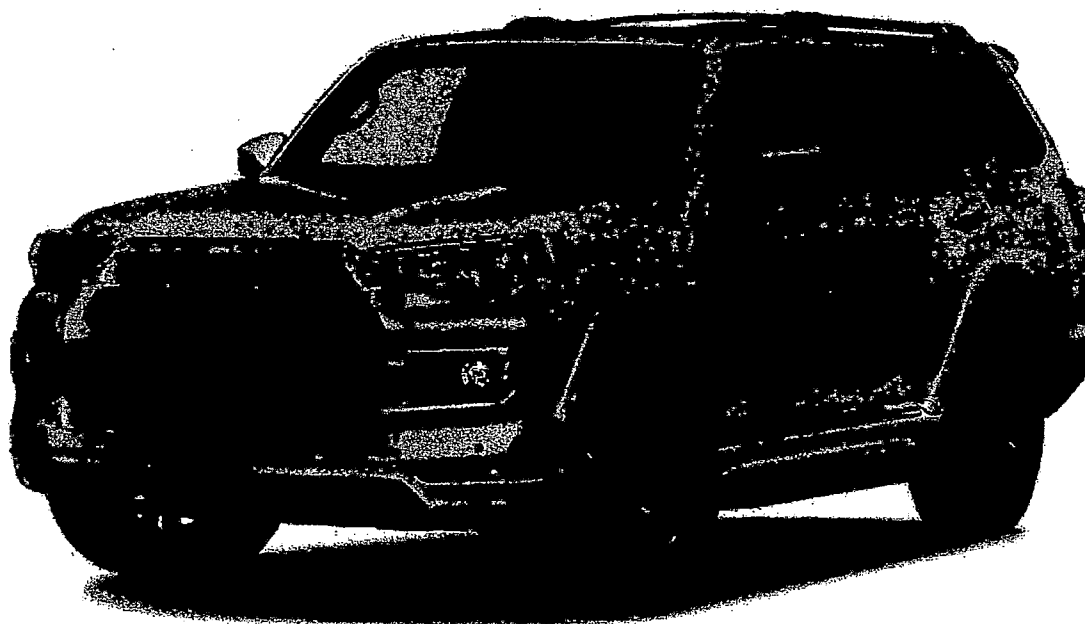
Did you know J.D. Power's industry-leading valuations data drives NADAguides.com? [Learn more](#)



2016 Toyota 4Runner Prices and Values

Utility 4D Limited 4WD V6

[↔ CHANGE CAR](#) [⊕ COMPARE](#)



[View more photos & video \(17\)](#)

See other trim levels

Utility 4D Limited 4WD V6



Values & Cost Details ⁱ

Pricing

Cost to Own

Rough Trade-In

Base Price	\$35,600
Mileage (60,000)	\$1,150
Total Base	\$36,750
Options	N/A
\$36,750	

Average Trade-In

Base Price	\$37,200
Mileage (60,000)	\$1,150
Total Base	\$38,350
Options	N/A
\$38,350	

Clean Trade-In

Base Price	\$38,500
Mileage (60,000)	\$1,150
Total Base	\$39,650
Options	N/A
\$39,650	

Sell my car fast. **Get Offer.**

Clean Retail

Base Price	\$41,825
Mileage (60,000)	\$1,150
Total Base	\$42,975
Options	N/A
\$42,975	

Certified Pre-Owned(CPO)

+\$2,475

CPO Price + Options ^①**\$42,975****Options** ([change](#))

Used 2016 Toyota 4Runner Near You

4 found

[View All](#)

2016 4Runner listings within 50 miles of your ZIP code.

**2016 Toyota 4Runner
Limited**

Mileage: 93,171

Location: 19 miles away

**2016 Toyota 4Runner
SR5**

Mileage: 37,103

Location: 22 miles away

**2016 Toyota 4Runner
SR5**

Mileage: 79,079

Location: 22 miles away

**2016 Toyota 4Runner
SR5**

Mileage: 63,858

Location: 27 miles away

J.D. POWER**Go**

Telephone (864) 226-1571
FAX (864) 224-1174
www.ralphhayestoyota.com

RALPH HAYES TOYOTA

3525 Clemson Blvd.
P.O. Box 5053
ANDERSON, SC 29621

CUST# 105229
DEAL# 57043
Purchaser Ins. Info:

Co. _____
Policy No. _____
Dates _____ to _____ Date JUL 27th, 2016
Agent _____
Agent Address _____
Purchaser GLENN MECHANICAL LLC
Address 525 N MAIN ST

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO THE FEDERAL
ARBITRATION ACT (FAA), 9 U.S.C. § 1 ET SEQ. OR IF
AND ONLY IF THE FAA DOES NOT APPLY, THEN
PURSUANT TO THE SOUTH CAROLINA UNIFORM
ARBITRATION ACT, S.C. CODE ANN. § 15-4-10 ET SEQ.
THE TERMS AND CONDITIONS OF ARBITRATION ARE
CONTAINED IN THE DEALERSHIP'S ARBITRATION
POLICY AND PROCEDURES.

Stock No. 13020
Sell Price 41901.00
Less Disc. N/A
Net S.P. 41901.00
DEDUCT:
Inventory _____
G.P. _____
City ANDERSON County ANDERSON State SC Zip 29621

I hereby agree to purchase from you under the terms & conditions specified, the following:

Quantity 1 Year 2016 Make TOYOTA Model 4RUNNER Body Style 4DR RWD V6 LTD

X New
Used

Serial Number JTEZU5JR4G5134086 Color _____ Engine _____ License No. _____

1.	CASH SELLING PRICE, INC. EXTRAS	41901.00
2.	LICENSE PLATES, TRANSFER & TITLE	25.00
3.	SALES TAX	300.00
4.	Closing Fee	XXXXXX 174.00
5.	TOTAL CASH SELLING PRICE	42400.00
6.	TRADE-IN: Make KIA Body Style 4DR SUN 2.4L Year 2011 Serial No. KNAGH4A72B5182194 Insp. No. _____ Engine _____ Transmission _____ A/C _____ License _____	
	ALLOWANCE ON TRADE-IN	6000.00
	LESS PAY OFF TO:	N/A
	NET ALLOWANCE ON TRADE-IN	6000.00
7.	CASH PAYMENT	36400.00
8.	DEPOSIT	N/A
9.	OTHER	N/A
10.	TOTAL DOWN PAYMENT	42400.00
11.	UNPAID BALANCE (4-10)	N/A
12.	LIFE INS. \$ N/A A & H \$ N/A	N/A
13.	AUTO INSURANCE	N/A
14.	AMOUNT FINANCED (11 + 12 + 13)	N/A
15.	FINANCE CHARGE	N/A
16.	TOTAL OF PAYMENTS	N/A
17.	DEFERRED PAYMENT PRICE (10 + 16)	42400.00
	TIME BALANCE PAYABLE IN 1 MONTHLY INSTALLMENTS OF \$ N/A EACH BEGINNING JUL 28th 2016 (ANNUAL PERCENTAGE RATE 0.00 %)	

DISCLAIMER OF WARRANTIES

I have read this Contract and understand that selling Dealer makes no warranties express or implied with respect to the sale of the vehicle described herein. ANY DESCRIPTION CONTAINED IN THIS CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE VEHICLE SOLD AND DOES NOT CONSTITUTE A WARRANTY THAT THE VEHICLE SHALL CONFORM TO THAT DESCRIPTION. THE ONLY WARRANTIES, IF ANY, APPLYING TO THIS VEHICLE ARE THOSE THAT MAY BE OFFERED BY THE MANUFACTURER. THOSE WARRANTIES ARE PROVIDED, IF AT ALL, OUTSIDE OF THIS CONTRACT. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Dealer does not assume, nor authorizes any other person to assume for it, any liability in connection with the sale of this vehicle. PURCHASER AGREES THAT PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS SALE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. The undersigned Purchaser expressly accepts the above described vehicle as being in satisfactory condition at the time of sale.

Purchaser Signature _____

Co-Buyer Signature _____

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, with respect to this sale, and that this Contract contains the entire agreement between the selling Dealer and the Purchaser and that, consequently, no course of prior dealing or usage of the trade shall be relevant to supplement or explain any terms used in this Contract.

Salesman's Name: SCOTT J BROWN

Finance STANLEY C UKADIKE

Sto. No. _____



South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2016 Make TOYOTA Model Type 4RUNNER Body Type 4DR RWD V6 L

VIN (Vehicle Identification Number) JTEZU5JR4G5134086

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, GLENN MECHANICAL LLC (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION

(Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

GLENN MECHANICAL LLC

07/27/2016

(Transferor's Signature)

(Printed Name)

(Date of Statement)

525 N MAIN ST ANDERSON SC 29621

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)

(Printed Name of Individual Signing as Transferee)

RALPH HAYES TOYOTA SCION 3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14) (PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPANCY**

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____ (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.

ELECTRONICALLY FILED - 2019 Sep 25 1:43 PM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212



South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2011 Make KIA Model Type OPTIMA Body Type 4DR SDN 2.4L

VIN (Vehicle Identification Number) KNAGM4A72B5182194

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, GLENN MECHANICAL LLC (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION

(Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose 35411 mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 35411 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

☒ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

GLENN MECHANICAL LLC

07/27/2016

(Transferor's Signature)
525 N MAIN ST ANDERSON SC 29621

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)
RALPH HAYES TOYOTA SCION

(Printed Name of Individual Signing as Transferee)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14) (PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____ (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)
3525 CLEMSON BLVD. ANDERSON SC 29621
(Street Address)

(Printed Name)

(Date of Certification)

(City)

(State)

(Zip Code)

This document is void if any information entered herein has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.

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AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

No. 42862001

Personally appeared before me GLENN MECHANICAL LLC N/A
(Seller) (Dealer Retail Tax #)

525 N MAIN ST ANDERSON ANDERSON SC 29621

(Address)

who being duly sworn, deposes and says that on the 27th day of JULY 202016,

he sold the following motor vehicle: Make KIA Model OPTIMA

Year 2011 Identification (Serial) No. KNAGM4A72B5182194

License No. _____ to RALPH HAYES TOYOTA SCION
(Buyer)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street)

(City)

(County)

(State)

(Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____

Address _____ Date _____

I certify that the odometer now reads 80411 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Property Tax Section

Check One:

☐ Purchase License Plate

D.L. Number _____

License Plate Issued _____

☒ Transfer License Plate

Signature of Buyer if purchasing plates _____

Property taxes will be due in 120 days


(Signature of Seller)

GLENN MECHANICAL LLC

(Print Seller's Name)

(Signature of Buyer)

RALPH HAYES TOYOTA SCION

(Print Buyer's Name)

South Carolina SC DRIVER'S LICENSE

DL#: [REDACTED] GLENN, JOHN WILLIAM JR

DOB: [REDACTED]

Issued: 05-15-2013

Expires: 05-21-2023

Class: D

Sex: M

Weight: 225

Height: 5-02

Restrict: A

Endorse: None

08-21-1976

040004 MDZ

Governor

Ralph Hayes TOYOTA

3525 Clemson Blvd., Anderson SC 29621
(864) 228-2571
www.RalphHayesToyota.com

DATE: 7/27/2016

CUSTOMER: **Sihler Hossein-Bek Smith**

VEHICLE STOCK #: 13020 Toyota 4Runner

SALESPERSON: **Scott Brown**

VEHICLE TRADE #1: **Kia Optima**

DEAL NUMBER: **57043**

VEHICLE TRADE #2:

DESK MANAGER:

SALES DESK REVIEW

- ☒ BUYERS ORDER
- ☒ WE OWE
- ☒ PRIVACY
- ☒ AGREEMENT TO PROVIDE INS
- ☐ CREDIT APP
- ☐ BUYERS GUIDE
- ☐ CARFAX
- ☐ TRADE TITLE / PAYOFF QUOTE
- ☒ COPY OF DL
- ☒ COPY OF INSURANCE
- ☒ COPY OF REGISTRATION OR TAG

DEALER TRADES / LOCATES

- ☐ SIGNED COPY OF VEHICLE EXPECTED
- ☐ W/ADDS AND DELETES

SALES MANAGER APPROVAL

FINANCE REVIEW

- ☐ MENU COMPLETED AND SIGNED
- ☐ INSURANCE VERIFIED
- ☐ ALL DOCUMENTS SIGNED
- ☐ BANK APPROVAL / BANK USED
- ☐ CHECK COPIED / CASH RECEIPTED
- ☐ F&I MGR RESPONSIBLE FOR ACCEPTING CASH

- ☐ ARBITRATION CLAUSE
- ☐ CASH DEAL / FINANCE DEAL
- ☐
- ☐

FINANCE MANAGER APPROVAL

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ELECTRONICALLY FILED - 2019 Sep 25 1:43 PM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

Telephone (864) 226-1671
FAX (864) 224-1174
www.ralphhayestoyota.com
COST# 105007
DEAL# 57043

RALPH HAYES TOYOTA

3525 Clemson Blvd.
P.O. Box 6058
ANDERSON, SC 29621

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (FAA), 9 U.S.C. 1 ET SEQ. OR IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-416, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

Purchaser Ins. Info:

Co. _____
Policy No. _____
Dates _____ to _____ Date _____, 20____
Agent _____
Agent Address _____
Purchaser _____
Address _____ City _____ State _____ Zip _____

Stock No. 13020
Sell Price 41901.00
Less Disc. N/A
Net S.P. 41901.00
DEDUCT:
Inventory _____
G.P. _____
City STARR County ANDERSON State SC Zip 29684

I hereby agree to purchase from you under the terms & conditions specified, the following:

Quantity 1 Year 2016 Make TOYOTA Model 4RUNNER Body Style 4DR RWD V6 LTD
New Used JTEZU5JR4G5134086
Serial Number _____ Color _____ Engine _____ License No. _____

1.	CASH SELLING PRICE, INC. EXTRAS	41901.00
2.	LICENSE PLATES, TRANSFER & TITLE	15.00
3.	SALES TAX / INF	300.00
4.	Closing Fee	174.00
5.	TOTAL CASH SELLING PRICE	42290.00
6.	TRADE-IN: Make _____ Body Style _____ Year _____	
	Serial No. _____ Insp. No. _____ Engine _____	
	Transmission _____ A/C _____ License _____	
	ALLOWANCE ON TRADE-IN	N/A
	LESS PAY OFF TO:	N/A
	NET ALLOWANCE ON TRADE-IN	N/A
7.	CASH PAYMENT	36400.00
8.	DEPOSIT	6000.00
9.	OTHER	N/A
10.	TOTAL DOWN PAYMENT	12400.00
11.	UNPAID BALANCE (4-10)	N/A
12.	LIFE INS. \$ _____ A & H \$ _____	N/A
13.	AUTO INSURANCE	N/A
14.	AMOUNT FINANCED (11 + 12 + 13)	N/A
15.	FINANCE CHARGE	N/A
16.	TOTAL OF PAYMENTS	62400.00
17.	DEFERRED PAYMENT PRICE (10 + 16)	N/A
	TIME/BALANCE PAYABLE IN 16 MONTHLY INSTALLMENTS OF \$ 0.00	
	EACH BEGINNING 20 (ANNUAL PERCENTAGE RATE _____ %)	

DISCLAIMER OF WARRANTIES

I have read this Contract and understand that selling Dealer makes no warranties express or implied with respect to the sale of the vehicle described herein. ANY DESCRIPTION CONTAINED IN THIS CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE VEHICLE SOLD AND DOES NOT CONSTITUTE A WARRANTY THAT THE VEHICLE SHALL CONFORM TO THAT DESCRIPTION. THE ONLY WARRANTIES, IF ANY, APPLYING TO THIS VEHICLE ARE THOSE THAT MAY BE OFFERED BY THE MANUFACTURER. THOSE WARRANTIES ARE PROVIDED, IF AT ALL, OUTSIDE OF THIS CONTRACT. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Dealer does not assume, nor authorizes any other person to assume for it, any liability in connection with the sale of this vehicle. PURCHASER AGREES THAT PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS SALE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. The undersigned Purchaser expressly accepts the above described vehicle as being in satisfactory condition at the time of sale.

Purchaser Signature _____ Co-Buyer Signature _____

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, with respect to this sale, and that this Contract contains the entire agreement between the selling Dealer and the Purchaser and that, consequently, no course of prior dealing or usage of the trade shall be relevant to supplement or explain any terms used in this Contract.

Saleman's Name SCOTT J BROWN Finance STANLEY C UKADIKE Sto. No. _____

Ralph Hayes
TOYOTA

ELECTRONICALLY FILED - 2019 Sep 25 1:43 PM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

BUYER

CO-BUYER

SILVER HOSSIN-BLK SMITH

Deal #: 57043

Deal Type: Retail

Deal Date: 07/27/2016

Print Time: 02:56pm

Home #: (854) 934-1110

Home #:

Work #:

Work #:

Salesperson: SCOTT J BROWN

VEHICLE

New ☒

Used ☐

Demo ☐

Stock #:

13020

Description:

2016 TOYOTA 4RUNNER

VIN:

JTEZU5JR4G5134086

Mileage:

TRADE

Vehicle: 2011 KIA OPTIMA 4DR SDN 2.4L...

VIN: KNAGM4A/2HS182194

Mileage: 80,411

Allowance: \$ 6,000.00

Payoff: \$ 0.00

Sale Price: \$ 41,901.00

Total Financed Aftermarkets: \$ 0.00

Total Trade Allowance: \$ 6,000.00

Trade Difference: \$ 35,901.00

Documentary Fee: \$ 174.00

State & Local Taxes: \$ 300.00

Total License and Fees: \$ 25.00

Total Cash Price: \$ 36,400.00

Total Trade Payoff: \$ 0.00

Delivered Price: \$ 36,400.00

Cash Down Payment / Deposit: \$ 0.00

Unpaid Balance: \$ 36,400.00

PAYMENTS

Option 1: (lease) Mileage Program: 12,000

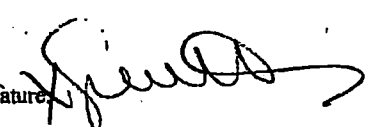
Cash \$0.00

36 mth @ 0000000 \$ 1,068.83

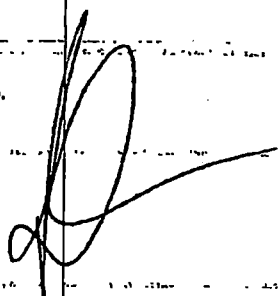
Annual Planned Miles: 12,000

NOTICE OF SALESPERSON AUTHORITY:

This proposal is not valid unless signed and accepted by a Sales Manager or an Officer of the Dealership.

Signature: 

Date: 07/27/2016

Accepted By: 

Co-buyer:

Date:

Title:

Ralph Hayes Toyota - WE OWE

NAME SIHERH HOSSEIN-BEIK	STK. NO.	NEW	USED
ADDRESS [REDACTED]	YEAR 2016	MAKE Toyota	
CITY Starr STATE SC	ZIP 29684	MODEL 4Runner	
E-MAIL [REDACTED]	SERIAL NO. JTEZU5JR4G5134086		
PHONE - HOME NO. [REDACTED]	WORK NO.	CELL NO.	
SALES PERSON Scott Brown		DEL. DATE	

QTY.	NAME OF ITEM	PART	LABOR
	SOLD AS EQUIPPED		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER

DATE **7/27/2016**

APPROVED

MGR.

FACTS	WHAT DOES RALPH HAYES TOYOTA DO WITH YOUR PERSONAL INFORMATION?																									
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.																									
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ☐ Social Security number and income ☐ Account balances and payment history ☐ Credit history and employment information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.																									
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Ralph Hayes Toyota chooses to share; and whether you can limit this sharing.																									
<table border="1"> <thead> <tr> <th>Reasons we can share your personal information</th> <th>Does Ralph Hayes Toyota share?</th> <th>Can you limit this sharing?</th> </tr> </thead> <tbody> <tr> <td>For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>For our marketing purposes— to offer our products and services to you</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>For joint marketing with other financial companies</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>For our affiliates' everyday business purposes— Information about your transactions and experiences</td> <td>No</td> <td>We don't share</td> </tr> <tr> <td>For our affiliates' everyday business purposes— Information about your creditworthiness</td> <td>No</td> <td>We don't share</td> </tr> <tr> <td>For our affiliates to market to you</td> <td>No</td> <td>We don't share</td> </tr> <tr> <td>For nonaffiliates to market to you</td> <td>No</td> <td>We don't share</td> </tr> </tbody> </table>			Reasons we can share your personal information	Does Ralph Hayes Toyota share?	Can you limit this sharing?	For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	For our marketing purposes— to offer our products and services to you	Yes	No	For joint marketing with other financial companies	Yes	No	For our affiliates' everyday business purposes— Information about your transactions and experiences	No	We don't share	For our affiliates' everyday business purposes— Information about your creditworthiness	No	We don't share	For our affiliates to market to you	No	We don't share	For nonaffiliates to market to you	No	We don't share
Reasons we can share your personal information	Does Ralph Hayes Toyota share?	Can you limit this sharing?																								
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For nonaffiliates to market to you	No	We don't share																								
Questions?	Call (864) 226-1571 or go to ralphhayestoyota.com																									

CUSTOMER:

Customer's Signature

SIHIERH HOSSEIN-BEIK SMITH

Customer's Name (Printed)

207 Inglewood Cir

Customer's Address

Starr

SC 29684

City, State, Zip

Social Security No.

Date of Birth

Date

CUSTOMER:

Customer's Signature

Customer's Name (Printed)

Customer's Address

City, State, Zip

Social Security No.

Date of Birth

Date

Page 2

Who we are**Who is providing this notice?****Ralph Hayes Toyota****What we do****How does Ralph Hayes Toyota protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Ralph Hayes Toyota collect my personal information?

We collect your personal information, for example, when you

- apply for financing or apply for a lease
- provide employment information
- give us your contact information or show your driver's license

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

■ *Ralph Hayes Toyota does not share with any affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

■ *Ralph Hayes Toyota does not share with any nonaffiliates so they can market to you.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

■ *Ralph Hayes Toyota does not jointly market.*

AGREEMENT TO PROVIDE ACCIDENTAL PHYSICAL DAMAGE INSURANCE

To provide protection against serious financial loss should an accident or damage occur, I understand that my installment contract requires that the vehicle be continuously covered with insurance against the risks of fire, theft and collision, and that failure to provide such insurance gives the lienholder listed below the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested that the policy contains a loss payable endorsement in favor of lienholder.

Lienholder: _____

NAMED INSURED:		FIRST Sihierh	MIDDLE Hossein-Beik	LAST Smith
ADDRESS	NUMBER AND STREET	CITY Starr	STATE SC	ZIP CODE 29684
TEL. NO.	DRIVER'S LICENSE #			
NAMED PURCHASER:		FIRST Sihierh	MIDDLE Hossein-Bei	LAST Smith
ADDRESS	NUMBER AND STREET	CITY Starr	STATE SC	ZIP CODE 29684
TEL. NO.				

VEHICLE INSURED:

YEAR 2016	MAKE Toyota	BODY RWD 4dr V6 Limited	MODEL 4Runner	VIN JTEZU5JR4G5134086

VEHICLE USE: ☐ Private Passenger, ☐ Commercial Auto and Trailer
☐ Radius of Haul ☐ Public Livery, ☐ All Other

INSURANCE AGENT: PLEASE PRINT CLEARLY FULL AND EXACT ADDRESS TO APPEAR IN WINDOW ENVELOPE

NAME	KEN SULLIVAN		
ADDRESS	1701 Sandles Blvd		
CITY	Seneca	STATE SC	ZIP CODE 29678
AGENT'S TELEPHONE NUMBER	(864) 882-9224		

AGENT'S COMMENT:

INSURANCE CARRIER:

NAME	STATE FARM		
POLICY NUMBER	1052952A3140E		
DATE THIS VEHICLE RECOVERED	FROM:	7-28-16 TO: 8-28-16	
COVERAGE			
☐ Collision <u>250</u> Deductible ☐ Broad Form OR STANDARD ☐ LIMITED (NOT ACCEPTABLE) ☐ Comprehensive <u>500</u> Deductible ☐ Fire-Theft			

NAMED INSURED

SIGNS _____

7/27/2016

DATE

DEALER CONFIRMATION:

☒ AGENCY	☐ INSURANCE CARRIER	NAME OF PERSON CONTACTED Lam	ABOVE LIENHOLDER LISTED AS LOSS PAYEE ☐ YES ☐ NO
Confirmed By _____		Date 7/27/2016	

DEALER SIGNS _____

DEALER _____

ARBITRATION POLICIES AND PROCEDURES

PLEASE REVIEW-IMPORTANT-AFFECTS YOUR LEGAL RIGHTS

1. BOTH THE DEALER AND CUSTOMER(S) SHALL HAVE THE RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED IN ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. YOU AGREE TO GIVE UP THE RIGHT TO PARTICIPATE AS A PRIVATE ATTORNEY GENERAL, CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT.
4. THIS AGREEMENT SUPERSEDES ALL PRIOR DISCUSSIONS, ARRANGEMENTS, NEGOTIATIONS AND OTHER COMMUNICATIONS, IF ANY, ON DISPUTE RESOLUTION.

In this Arbitration Agreement, "Customer," "you," and "your" refers to the customer(s) signing below. "Dealer," "we," "us," and "our" refer to the Dealer signing below as well as any other affiliated entity, parent or subsidiary, their successors and assigns and all of their owners, shareholders, managers and agents, and anyone to whom the Dealer assigns this Arbitration Agreement. You agree that Dealer's Policies and Procedures govern any arbitration between the parties. A copy of the Policies and Procedures is available upon request.

Any claim, counterclaim, third party claim, cross-claim, dispute or controversy between Dealer and Customer, as well as between Customer and Dealer's employees, agents, affiliate companies or persons, successors and assigns, whether in contract, tort or otherwise, arising from or relating to the repair or servicing of the vehicle listed on this Repair Order or Estimate or any resulting transaction or relationship (including any such relationship with third parties who do not sign your purchase or finance contract), or the validity, enforceability, or scope of this Agreement, shall be resolved by neutral, binding arbitration. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Agreement shall not apply to such claim or dispute. This Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act ("FAA"), 9 U.S.C. 1-16 and shall be governed by the FAA. If and only if the FAA does not apply, then by any applicable state law concerning arbitration. You agree that there will be no right to participate as a class or group representative, private attorney general, or class or group member of any class or group claim against Dealer, including any right to class or group arbitration or any consolidation of individual arbitrations.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. You and we retain any rights to bring an action individually to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by Dealer or Customer.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the Policies and Procedures. The arbitrator shall apply governing substantive law in making an award, but may not add to, modify, invalidate or ignore any provision of the Agreement or the Policies and Procedures. The arbitration hearing shall be conducted in the federal district where this Arbitration Agreement was executed. The party filing arbitration shall pay a \$250 filing fee. We will advance any additional administration, arbitration, or hearing fee up to a maximum of \$1,500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Thereafter, each party shall share equally in any administration, arbitration, or hearing fee. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000 or includes an award of injunctive relief against a party, that party may request a new arbitration under the Policies and Procedures. The appealing party requesting new arbitration shall be responsible for any filing fee and other arbitration costs subject to a final determination by the arbitrator(s) of a fair apportionment of costs. Any court having jurisdiction may enter judgment on the arbitrator's award.

If any provision of this Agreement is determined to be unenforceable other than the waiver of the right to participate in a class or consolidated arbitration, then the remainder shall be given full force and effect. This Agreement shall survive the termination of any and all of Customer's business with Dealer. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, is agreed to be the last Agreement entered into with respect to its subject matter, and supersedes all prior discussions, arrangements, negotiations and other communications, if any, on dispute resolution.

7/27/16
Date

Customer(s)

7/27/16
Date

Dealer, Ralph Hayes Toyota



South Carolina Department of Motor Vehicles
Motor Vehicle and Truck Demonstration Certificate

MV-38
(Rev. 09/07)

- ☐ MOTOR VEHICLE DEMONSTRATION CERTIFICATE (EXPIRES IN 7 DAYS)
☐ TRUCK DEMONSTRATION CERTIFICATE (EXPIRES IN 3 DAYS)
(16,000 GVW OR GREATER)

Ralph Hayes Toyota
Dealership Name

39003
Dealer License Number

X629032
Dealer Plate Number

Shiekh Hussein - Beik Smith
Complete Name of Prospective Purchaser

7-25-16
Beginning Date

7-26-16
Ending Date

Signature of Authorized Dealer

57043



South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2016 Make TOYOTA Model Type 4RUNNER Body Type 4DR RWD V6 L

VIN (Vehicle Identification Number) JTEZU5JR4G5134086

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)
Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, SIHIERH HOSSEIN-BEIK SMITH (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION (Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure. I state that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPANCY

SIHIERH HOSSEIN-BEIK SMITH

07/27/2016

(Transferor's Signature)

(Printed Name)

(Date of Statement)

STARR SC 29684

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)

(Printed Name of Individual Signing as Transferee)

RALPH HAYES TOYOTA SCION 3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14)
(PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPANCY

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____ (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.

ELECTRONICALLY FILED - 2019 Sep 25 1:43 PM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

No. 42860544

ELECTRONICALLY FILED - 2019 Sep 25 1:43 PM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

Personally appeared before me _____

(Seller)

(Dealer Retail Tax #)

(Address)

who being duly sworn, deposes and says that on the _____ day of _____ 20____

he sold the following motor vehicle: Make _____ Model _____

Year _____ Identification (Serial) No _____

License No. _____ to _____
(Buyer)

(Street)

(City)

(County)

(State)

(Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____

Address _____ Date _____

I certify that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: CRIMES - TITLE - CONVICTION**

Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.


(Signature of Seller)

(Print Seller's Name)


(Signature of Buyer)

(Print Buyer's Name)

Property Tax Section

Check One:

____ Purchase License Plate

D.I. Number _____

License Plate Issued _____

____ Transfer License Plate

Signature of Buyer purchasing plates _____

Property taxes will be due in 120 days

Prepared for SIHERH HOSSEIN-BEIK SMITH by Ralph Hayes Toyota
2016 TOYOTA 4RUNNER SR5 - JTEZU5JR4G5134086 - 162 Miles

Base COD Amount: \$38,400.00

Selling Price: \$41,901.00 Trade Allowance: \$6,000.00 Payoff Amt: \$0.00 Cash Down: \$0.00 Rebate: \$0.00 Deposit: \$0.00

	Basic	Economy
Vehicle Protection Plan Term: 7/100000 Deductible: \$0 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage	Vehicle Protection Plan Term: 7/100000 Deductible: \$0 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage	Vehicle Protection Plan Term: 7/100000 Deductible: \$0 • Platinum Coverage Includes: • Parts & Labor for Covered Repairs • Rental Car Coverage • Towing Coverage • Travel Breakdown Coverage
Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service	Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service	Maintenance Term: 5/35000 • Elite Upgrade Plan - Synthetic Oil Service Every 10,000 Miles • Services Include: • All Manufacturer Recommended Maintenance as Detailed in Owners Manual • Key and/or Key Fob Replacement Service
Road Hazard Tire Term: 60/999999 • Deluxe Plan • Helps pay for repairs to tires/wheels damaged by covered road hazards • \$40 per tire for repair; \$5000 lifetime - maximum benefit for tire/wheel replacement	Road Hazard Tire Term: 60/999999 • Deluxe Plan • Helps pay for repairs to tires/wheels damaged by covered road hazards • \$40 per tire for repair; \$5000 lifetime - maximum benefit for tire/wheel replacement	
LoJack Vehicle Recovery System Lojack • Theft System • #1 stolen vehicle recovery system in the world • Backed by law enforcement *90%		
Simoniz • Interior and Exterior Protection for your Vehicle • Exterior Coverage: Acid Rain, Tree Sap, Bird Waste, Insects and more • Interior Protection Coverage: Seats (Cloth or Leather), Carpet, Area & Fabric/Leather Door Trim and more • No Deductible • Lifetime Warranty • Coverages Available		
\$41,083.00	\$39,400.00	\$38,400.00

I decline
all options
[Signature]

For exact coverages, exclusions, and limitations of the above optional value added products that you have selected, please refer to the specific product contract. Payments listed above are estimates. For specific payment information, please refer to the product contract. The purchase of value added products is NOT required in order to obtain financing or to lease/purchase a vehicle. Each value added optional product may be purchased separately.

Signature _____

Note: RALPH HAYES TOYOTA is solely responsible for the language of this document and used a software program provided by DealerTrack to create this document.

Prepared By: STAN UKADIKE 7/27/2016 3:20:58 PM

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South Carolina Department of Motor Vehicles

Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home

Form 400
(Rev 4/10)

No strikeovers, erasures, or correction fluid is acceptable on this form. For more information, visit our website at www.scdmvonline.com or call our Customer Call Center at (803) 898-5000.

SECTION A ☐ EXPEDITE (additional \$20.00 fee) Check here to expedite this title.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Make checks payable to: SC DMV. DO NOT SEND CASH.

☐ NEW TITLE & REGISTRATION

- 1) Manufacturer Certificate of Origin (MCO) or Title
- 2) Paid Property Tax Receipt
- 3) \$15.00 title fee and
- 4) Regular registration fee
- 5) Sales Tax (5% of selling price or \$300.00 max.)
- 6) Insurance Information

☒ TITLE AND PLATE TRANSFER

- 1) Manufacturer Certificate of Origin (MCO) or Title
- 2) Last Previous Tag #
- 3) Previous registration in owner's name.
- 4) \$15.00 title
- 5) \$10.00 transfer fee
- 6) Sales Tax (5% of selling price or \$300.00 max.)
- 7) Insurance Information

☐ TITLE FOR MOBILE OR MANUFACTURED HOME

- 1) Manufacturer Certificate of Origin (MCO) or Title
- 2) Consumer Installation Report required for \$300.00 sales tax cap. If mobile home is energy efficient
- 3) \$15.00 title fee

☐ TITLE ONLY

- 1) Manufacturer Certificate of Origin (MCO) or Title
- 2) \$15.00 title fee
- 3) Sales Tax (5% of selling price or \$300.00 max.)

☐ DUPLICATE TITLE

- 1) Lost, Stolen or Destroyed Title
- 2) \$15.00 fee

☐ LEASED VEHICLE

- 1) Do not complete Section D. Complete Section E and all other applicable sections.

MAIL YOUR APPLICATION TO:
SC DMV
P.O. Box 1498 - 10311 Wilson Blvd.
Blythehood, SC 29016 - 0024

SECTION B - VEHICLE INFORMATION Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR MAKE	BODY STYLE	MODEL	EMPTY WEIGHT	GWR
					4350	

SECTION C - ODOMETER MILEAGE (Miles not Kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS _____ (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED.

- DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.
- ☐ EXEMPT
- ☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS
- ☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE WARNING ODOMETER DISCREPANCY.

SECTION D - OWNER INFORMATION Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN	DATE OF BIRTH
SHIRAZ SEYED HOSSEIN-BEYI	011374526	03/20/1984
NEW CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)	SHARED OWNERSHIP	SC CUSTOMER NO. DRIVER LICENSE NO. SOC. SEC. OR FEIN
	☐ AND ☐ OR	DATE OF BIRTH
PRIMARY OWNER'S RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE
10000 CLEVELAND AVE	INDIAN	SC
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE
		ZIP CODE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE
		ZIP CODE
DAYTIME TELEPHONE NUMBER	TEMPORARY ADDRESS (IF APPLICABLE)	EXPIRATION OF TEMPORARY ADDRESS
503-511		

SECTION E - LEASING INFORMATION Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.
ADDRESS	CITY	STATE	ZIP CODE
NAME OF LESSEE (PERSON LEASING VEHICLE)	DRIVER LICENSE NO. SOC. SEC. NO., OR FEIN	DATE OF BIRTH	
LESSEE'S SC RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE	
		ZIP CODE	
LESSEE'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	
		ZIP CODE	
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE	
		ZIP CODE	

SECTION F - LIEN INFORMATION If you are a lienholder, are you a SC ELT participant? ☐ YES ☒ NO

CUSTOMER NO., OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full.	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	
CUSTOMER NO., OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	

ELECTRONICALLY FILED - 2019 Sep 25 1:43 PM - ANDERSON - COMMON PLEAS - CASE#2019CP0401212

CERTIFICATE OF ORIGIN FOR A VEHICLE

TOYOTA

DATE
07/20/16

INVOICE NO.
1932683

VEHICLE IDENTIFICATION NO.
JTEZU5JRAG5134086

YEAR
2016

MAKE
TOYOTA

BODY TYPE
UT 4X2 LIMITED V6

SHIPPING WEIGHT
4359

HP (SAE) 270
GVWR 66100

NO. CYLS
6

SERIES OR MODEL
4RUNNER

CAPACITY
1614

ENGINE NUMBER
1GRB363121

01785

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

RALPH HAYES TOYOTA
3525 CLEMSON BLVD., POB 5058
ANDERSON SC

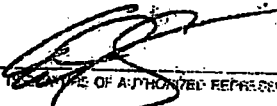
39003

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

CERTIFIED FOR ALL 50 STATE
EMISSIONS

SOUTHEAST TOYOTA DISTRIBUTORS, LLC

BY



President

AGENT

80000001844

DEERFIELD BEACH, FLORIDA

CITY - STATE

South Carolina DRIVER'S LICENSE

DL# [REDACTED] SMITH, SIHERH HOSSEIN, [REDACTED]

03-20-1884



DOB [REDACTED]
 Issued: 05-20-2015
 Expires: 05-20-2020
 Class: D
 Sex: M
 Height: 5'05"
 Weight: 125
 Eyes: B
 Hair: A
 Ethnicity: None



IMPORTANT - ID

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

SOUTH CAROLINA INSURANCE CARD

SOUTH CAROLINA Motor Automobile Insurance Company
 INSURED HOSEIN, BEK, KARAJIM

POLICY NUMBER 185 2852-A31-40E EFFECTIVE JAN 31 2016 TO JUL 31 2016
 YR 2011 MAKE KIA VIN KNAGM4A72B5182194
 MODEL OPTIMA
 AGENT KIM SULLIVAN
 PHONE (854)882-5224 NAIC 25178 1368-A1F

A BODILY INJURY/PROPERTY DAMAGE LIABILITY
 D 250 DEDUCT COMPREHENSIVE
 G 500 DEDUCT COLLISION
 H, RT, U, W

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

1481/10117

141212 05-14-2012 (01pcsc1b)

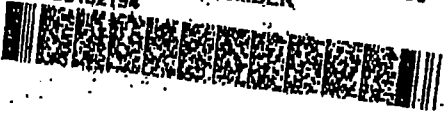
KEEP THIS CARD INVALID IF THE POLICY FC
 KEEP YOUR CURRENT CARD U

S.C. DOCUMENT OF REGISTRATION S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
 EXECUTIVE DIRECTOR

PLATE NUMBER GMU441
 PLATE CLASS RP1
 ISSUE DATE 1/14/2015
 PLATE EXP. 10/2016
 DECAL EXP. 10/2015
 VIN KNAGM4A72B5182194
 YEAR 2011
 MAKE KIA
 BODY 4S
 MODEL OPTIMA
 VEHICLE TYPE 1
 EMPTY/GVV 3223

TITLE 772060280926264 B
 EQUIPMENT NO. 37
 COUNTY 21950766
 VEHICLE NO.
 FLEET NUMBER



CUSTOMER NO. 23856079
 SMITH, SIHERH HOSSEIN, BEK

ELECTRONICALLY FILED - 2019 Sep 25 1:43 PM - JIM [REDACTED]
 COMMON PLEAS - CASE#2019CP0401212



APPRAISAL RECORD

DATE 7/27/2016

Owner's Name <u>Silberh Hossain-Belk Smith</u>		Year <u>2011</u>	Make <u>Kia</u>	Model <u>Optima</u>
Street Address <u>[REDACTED]</u>		Body Style	Color	
City <u>Star</u>	Zip <u>29684</u>	Phone <u>[REDACTED]</u>	Trim Level	Miles <u>80411</u>
Sales Representative <u>Scott Brown</u>		VIN No.	<u>KNAGM4A72B5182194</u>	
8 Cyl	6 Cyl	4 Cyl	CD Cass	() Air Bag Auto
Turbo	Other	—	AM/FM	Pwr. Windows
4 X 4	Diesel	None	None	Speed Control
		(type)	✓ F. Opt.	Yes No
History of Vehicle: No. of Owners _____		MILEAGE ACTUAL NOT ACTUAL UNVERIFIED		
THIS VEHICLE WAS PREVIOUSLY:		Title in name of: _____		
Salvage Yes No Flood Damaged Yes No Factory Buy Back Yes No		Vehicle Currently Titled in State of: _____		
Has the airbag in this vehicle ever been deployed or disconnected? Yes No		Lien Registered to: _____		
Was this vehicle previously damaged? Yes No in the amount of \$ _____		OWNERS MANUAL YES NO		
All State and Federal mandatory emissions systems are installed and intact? Yes No				
Recent Improvements or Repairs		KEYS 1 OR 2		REMOTES 1 OR 2
The vehicle described above will be appraised with my permission by Ralph Hayes Toyota, as of this date, based on the description of condition and history as provided by me, I am the legal owner or agent for the above described motor vehicle truthfully represented the vehicle as far back as I am familiar with it.				
Signature of OWNER or AGENT _____		Witness _____		
		EVALUATOR		
		RESOURCE A	AMOUNT	
		RESOURCE B	AMOUNT	
		RESOURCE C	AMOUNT	
		RESOURCE D	AMOUNT	
		CURRENT MARKET VALUE		
		EQUIPMENT ADJUSTMENT PLUS		
		EQUIPMENT ADJUSTMENT MINUS		
		TOTAL COST OF RECONDITIONING		
		MILEAGE ADJUSTMENT PLUS OR MINUS		
		OFFER TO PURCHASE \$		
INSPECTION		Stock		
DETAIL		Mileage Limitation _____		
TIRES		Ordered Unit _____		
GLASS		Good Till ____/____/____		
TUP & PDR				
		UNLESS OTHERWISE STATED THIS APPRAISAL EXPIRES 15 DAYS FROM THIS DATE AND IS EFFECTIVE ONLY IF THE UNIT IS IN THE SAME CONDITION AS WHEN THE APPRAISED WITH LESS THAN 750 ADDITIONAL MILES.		
TOTAL		Disposition ☒ W ☒ R ☐ ☐		
		Buy Bid ☐		

ELECTRONICALLY FILED - 2019 Sep 25 1:43 PM - ANDERSON - COMMON PLEAS - CASE#2019CF0401212

Binder of Insurance

Pending issuance and delivery of a policy pursuant to the application of the insured and to all the terms and conditions of the policy issued by the company the

State Farm Mutual Automobile Insurance Company

Does hereby insure: ABRAHIM HOSSIEN-BEIK

Policy Number: 105 2952-A31-40E

Year	Make	Vehicle Identification Number (VIN)
2016	TOYOTA 4 RUNNER SR/5 2WD 4D	JTEZU5JR4G5134086

Coverages

Liability
25/50/25

Comprehensive
\$250

Collision Ded
\$500

Effective July 28, 2016, expiring not to exceed thirty (30) days hence and to become void immediately upon the issuance of a policy in place hereof.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Date

7.28.16

Authorized Representative

224-1174

www.mytoyoguard.com

9341110

Call
when back
with Reg

Shierh

Smith

Deal X-57043

2016 4-Runner

www.mytoyoguardassistant.com

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

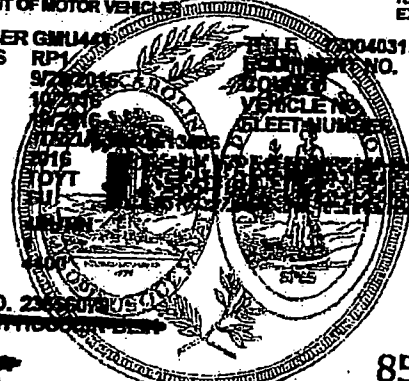
PLATE NUMBER GMU441
PLATE CLASS RP1
ISSUE DATE 9/25/2019
PLATE EXP. 10/25/2020
DECAL EXP. 10/25/2020
VIN 1G1ZC1E15L1111111
YEAR 2016
MAKE DYT
BODY SUV
MODEL 4-Runner
VEHICLE TYPE
EMPTY/GVV

FILE NO. 20040318172298 A
COMMON NO. 37
VEHICLE NO. 24838589
FLEET NUMBER

CUSTOMER NO. 236931349

85032566

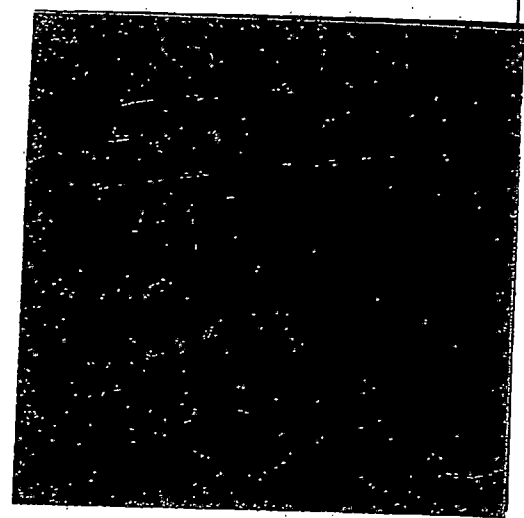
SC 296931349



GMU441

South Carolina Code of Law 23-5-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

SMITH, SHIERH HOSSEIN-BEIK
301 SIMPSON ST
WESTMINSTER, SC 29693-1349



DDI Technology

Vehicle Research Report

Report Request Details

REPORT REQUESTED SC
VIN JTEZU5JR4G5134086
REQUESTED BY Debbie Cochran
REQUESTED DATE 09/03/2019 09:42 AM

Title Check Result Summary

Combined Evaluation Clear
Vehicle Brands Clear
Title Status Issue Clear
Existing Liens Clear

South Carolina Vehicle Information

VIN JTEZU5JR4G5134086
MAKE TOYT
BODY STYLE SU
GROSS VEHICLE WEIGHT 0
NEW/USED INDICATOR N
MODEL YEAR 2016
MODEL 4RUNNER
EMPTY WEIGHT 4400
VEHICLE IDENTIFIER 24838569

Title Record(s)

TITLE NUMBER 0040367383680
IS ELECTRONIC No
Odometer
ODOMETER 162
Vehicle Details
VEHICLE BRANDS
SALVAGE PERCENT 0
Registration
REGISTRATION STATUS ACT
REGISTRATION ISSUE DATE 6/26/2019
PLATE EXPIRATION 10/31/2020
PLATE CLASS CODE RP1
Owners
OWNER COUNT 1
OWNER ORDER 1
OWNER NAME SIHIERH HOSSEN-BEIK SMITH
ADDRESS
DMV CUSTOMER NUMBER 23856079
Liens
No Lien Information provided by state.
Insurance
DMV COMPANY NUMBER 12572
STATUS Current Title
IS LEASE N
REGISTRATION VEHICLE TYPE PRIVATE PASSENGER
PLATE NUMBER GMU441
DECAL EXPIRATION DATE 10/31/2019
RELATIONSHIP TYPE
POLICY NUMBER F 5282876

Report requested by Debbie Cochran for Ralph Hayes Toyota

This report is provided by DDI Technology as part of Premier EVR™. This report includes information from the state combined with analysis of the provided information. Please note that the analysis is dependent on the accuracy of the information provided.

Vehicle information on this report may have been supplemented by data from the National Highway Traffic Safety Administration Vin decoder.



DDI Technology

To Whom It May Concern:

My name is Matthew Pierce. I was in a relationship with Sihierh Smith from Spring 2011 until Spring 2018. We lived together from Fall 2011 until Summer 2017. This is the situation as I know it: John Glenn bought Sihierh a new 4Runner work vehicle in late Spring/early Summer 2016. Sihierh told me that John told her that the 4Runnerr would be put in his name. Sihierh also told me that she had all of the paperwork for the vehicle and that she was going to put it in her name anyway.

Sincerely,

Matthew Pierce 9/18/19
Matthew Pierce

Sworn to and subscribed before me:
This 18th day of September, 2019.

Musty Davis

Notary Public Of South Carolina
my Commission Expires: 1-29-2029

South Carolina
Department of Motor Vehicles



12/15/2021

SMITH, SIHIERH HOSSEIN-BEIK
237 STONE POND WAY
SENECA, SC 29678-5746

Subject: TITLE HISTORY

Dear Customer:

This will acknowledge your recent correspondence to this department.

The result of our file search is attached.

Comments:

Items returned:

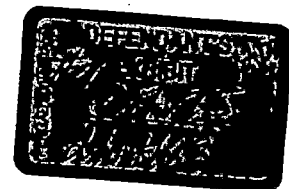
Customer Service Unit (803)896-5000
Please mail all correspondence to:
SC Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016-0024

Vehicle Identification:
2016 TOYT JTEZU5JR4G5134086

Customer No. 023856079
File No. 031134401

/ADV

Correspondence mailed to:





Title History

VIN: JTEZU5JR4G5134086
New/Used: NEW

Year: 2016
Empty Weight: 4400

Make: TOYT

Model: 4RUNNER

Body: SU

Title Number: 770040367383680A
Purchase Date: 07/27/2016
Odometer: 162
Sale Price: \$0.00
Tax Credit: \$0.00
Vehicle Brands:
None.

Status: CURRENT TITLE
Issue Date: 06/26/2019
Legend: ACTUAL MILEAGE
Trade-In Amount: \$0.00
Tax Exemption: N/A

Dup: N
Salvage %: 0
Sales Tax Number: 4008077
State Tax Paid:

Owner Number: 23856079
Owner Name: SMITH, SIHERH HOSSEIN-BEIK
Owner Address: 237 STONE POND WAY SENECA SC, 296785746

Title Number: 770040319172298A
Purchase Date: 07/27/2016
Odometer: 162
Sale Price: \$0.00
Vehicle Brands:
None.

Status: CANCELLED - NEW TITLE ISSUED: SC
Issue Date: 09/29/2016
Legend: ACTUAL MILEAGE
Trade-In Amount: \$0.00

Dup: N
Salvage %: 0
Sales Tax Number: 4008077

Owner Number: 23856079
Owner Name: SMITH, SIHERH HOSSEIN-BEIK
Owner Address: 237 STONE POND WAY SENECA SC, 296785746

End of Report

Certified to be a true and correct
copy of the original document on file
with the South Carolina Department of
Motor Vehicles

Director of Motor Vehicle Services



SC DMV PACKAGE COVER SHEET

Package Name: 15 TTL APP-FRM 400
Document Type: TL1
Date of Record: 06/26/2019
Driver License # / Dealer #: 011374526
Customer #: 23856079
Last Name / Dealer Name: SMITH
Tag #:
Title # / Ticket #: 770040367383680 A
Type Code / Dealer Type:
VIN: JTEZU5JR4G5134086
Numeric Document Type: 15



South Carolina Department of Motor Vehicles
Application for Certificate of Title and Registration for Motor Vehicle or
Manufactured Home/Mobile Home

Form 400
(Rev 4/10)

No strikeovers, erasures, or correction fluid is acceptable on this form. For more information, visit our website at www.scdmvaonline.com or call our Customer Call Center at (803) 896-5000.

SECTION A ☐ EXPEDITE (additional \$20.00 fee) Check here to expedite this title.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Make checks payable to: SC DMV. DO NOT SEND CASH.

☐ NEW TITLE & REGISTRATION	☐ TITLE AND PLATE TRANSFER	☐ TITLE FOR MOBILE OR MANUFACTURED HOME	☒ TITLE ONLY	☐ LEASED VEHICLE
1) Manufacturer Certificate of Origin (MCO) or Title 2) Paid Property Tax Receipt 3) \$15.00 title fee and 4) Regular registration fee 5) Sales Tax (5% of selling price or \$300.00 max.) 6) Insurance Information	1) Manufacturer Certificate of Origin (MCO) or Title. 2) List Previous Tag #. 3) Previous registration in owner's name. 4) \$15.00 title 5) \$10.00 transfer fee 6) Sales Tax (5% of selling price or \$300.00 max.) 7) Insurance Information	1) Manufacturer Certificate of Origin (MCO) or Title. 2) Consumer Insurance Report required for \$300.00 sales tax cap, if mobile home is energy efficient. 3) \$15.00 title fee	1) Manufacturer Certificate of Origin (MCO) or Title 2) \$15.00 title fee 3) Sales Tax (5% of selling price or \$300.00 max.) DUPLICATE TITLE 1) Lost Stolen or Destroyed Title 2) \$15.00 title fee.	1) Do not complete Section D. Complete Section E and all other applicable sections. MAIL YOUR APPLICATION TO: SC DMV P.O. Box 1498 - 10311 Wilson Blvd. Blythewood, SC 29016 - 0024

SECTION B - VEHICLE INFORMATION Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR MAKE	BODY STYLE	MODEL	EMPTY WEIGHT	GWW
JTEZU5JR4G5134086						

SECTION C - ODOMETER MILEAGE (Miles not Kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS _____ (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED

☐ DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☐ EXEMPT

☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY.

SECTION D - OWNER INFORMATION Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) Smith, Siherch, Hussein-Bek	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN	DATE OF BIRTH
NEW CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN	DATE OF BIRTH
PRIMARY OWNER'S RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE) 14624 E. Camelia Ln	CITY Seneca	STATE SC
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE
DAYTIME TELEPHONE NUMBER	TEMPORARY ADDRESS (IF APPLICABLE)	EXPIRATION OF TEMPORARY ADDRESS

SECTION E - LEASING INFORMATION Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.
ADDRESS	CITY	STATE	ZIP CODE
NAME OF LESSEE (PERSON LEASING VEHICLE)	DRIVER LICENSE NO., SOC. SEC. NO., OR FEIN	DATE OF BIRTH	
LESSEE'S SC RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE	ZIP CODE
LESSEE'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE

SECTION F - LIEN INFORMATION If you are a lienholder, are you a SC ELT participant? ☐ YES ☐ NO

CUSTOMER NO., OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	
CUSTOMER NO., OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	

< This section intentionally left blank >

SECTION G - SALES TAX EXEMPTION

Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF \$300.00 (MOBILE HOMES ARE CALCULATED DIFFERENTLY)

THE VEHICLE WAS TRANSFERRED FROM

MY PARENT

MY SPOUSE

MY CHILD

MY BROTHER/SISTER

MY GRANDPARENT

MY GRANDCHILD

THE VEHICLE WAS TRANSFERRED TO ME AS

LEGAL HEIR

BENEFICIARY

DISTRIBUTTEE

I AM NON-RESIDENT MILITARY PERSONNEL

THE VEHICLE WAS A BONA FIDE GIFT

SIGNATURE

SECTION H - ADDITIONAL INFORMATION

DATE OF PURCHASE

DATE FIRST OPERATED IN SC

ENERGY EFFICIENT MANUFACTURED/MOBILE HOME?

YES NO

NEW OR USED?

PRIOR TITLE NUMBER

PRIOR TITLE STATE

THE VEHICLE DESCRIBED ON THIS APPLICATION IS:

REBUILDABLE

NON-REBUILDABLE

THE VEHICLE SUSTAINED THE FOLLOWING DAMAGE:

COLLISION

FIRE

WATER

STOLEN (RECOVERED)

STOLEN (UNRECOVERED)

AGENCY REFERENCE NUMBER

Calculate the Salvage Percentage

Predamaged Value

SALVAGE%

Estimate for Repairs

Percentage

SECTION I - SELLER INFORMATION

Applicant should initial verifying the sales price of the vehicle.

SELLER OR DEALER NAME

SC DEALER/WHOLESALE NUMBER

SC SALES TAX NUMBER

SALES PRICE

CUSTOMER INITIALS

ADDRESS

CITY

STATE

ZIP CODE

SECTION J - INSURANCE CERTIFICATION

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY

SECTION K - DONATE LIFE SC

YES, I WISH TO DONATE \$5.00, MORE OR LESS, TO DONATE LIFE SC

AMOUNT OF DONATION: \$.00

SECTION L - SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS ALSO. IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 lbs., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS.

SIGNATURE OF OWNER (S) - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

DATE

DISCLOSURE STATEMENT

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

PENALTY FEES

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

45 - 60 DAYS LATE - \$10.00

61 - 75 DAYS LATE - \$25.00

76 - 135 DAYS LATE - \$50.00

OVER 135 DAYS LATE - \$75.00

THIS SECTION FOR DMV USE ONLY

CHECK APPROPRIATE BOX:

BRAND

NO BRAND

RATED BY

OFFICE/OFFICE NUMBER

PLATE NUMBER

EXPIRATION DATE

PLATE CLASS

SUSPENSE REASON

TRANSACTION FEES

EXPEDITED FEE

LICENSE FEE

UNINSURED FEE

USE OR SALES TAX

PENALTY

WEIGHT INCREASE

TRANSFER

TITLE

DONATE LIFE SC

TOTAL

STATE OF SOUTH CAROLINA

CERTIFICATE OF TITLE

OF A VEHICLE

VEHICLE ID NUMBER
JTEZU5JR40513086

YEAR MAKE
2016 TOYT

MODEL
4RUNNE

NEW/USED
NEW

BODY STYLE
SU

DATE ISSUED
09-29-2016

ODOMETER
162

WEIGHT
4400

TITLE NUMBER
770040319172298A

VEHICLE BRAND(S)
ACTUAL MILEAGE

FULL NAME OF OWNER(S)
SMITH, SIHERH HOSSEIN-BEIK
301 SIMPSON ST
WESTMINSTER SC 296931349

CUSTOMER NUMBER: 023856079



THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

NIKKI R. HALEY
GOVERNOR

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

048993, 37

REMOVE SIDE EDGES FIRST
THEN SLIDE FINGER UNDER LONG EDGE TO OPEN

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
NOTICE: ANY ALTERATIONS OR ERASURE VOID THE ASSIGNMENT
ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ for _____

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

- ☐ 1. The mileage stated is in excess of its mechanical limits (the odometer started at zero again).
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Date of Lien	
Date of Sale	_____
Sales Price	\$ _____
Less Trade-In	_____
Taxable Total	\$ _____

I am aware of the above odometer certification made by the seller(s)

Signature of Seller(s) _____

Signature(s) of Buyer(s) _____

Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____

Address _____

ASSIGNMENTS BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to: _____

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

- ☐ 1. The mileage stated is in excess of its mechanical limits (the odometer started at zero again).
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler
Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature of Seller(s) _____

Signature(s) of Buyer(s) _____

Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____

Address _____



BBEHS P1 29693

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to: _____

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

- ☐ 1. The mileage stated is in excess of its mechanical limits (the odometer started at zero again).
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler
Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature of Seller(s) _____

Signature(s) of Buyer(s) _____

Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____

Address _____

CERTIFICATE OF ORIGIN FOR A VEHICLE

TOYOTA

DATE
07/20/16

INVOICE NO.
1932683

VEHICLE IDENTIFICATION NO.
JTEZU5JR4G5134086

YEAR
2016

MAKE
TOYOTA

BODY TYPE
UT 4X2 LIMITED V6

SHIPPING WEIGHT
4359

H.P. (S.A.E.) G.V.W.R.
270 06100

NO. CYLS.
6

SERIES OR MODEL
**4RUNNER
8648 J**

CAPACITY
1614

ENGINE NUMBER
1GRB363121

01785

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC

**RALPH HAYES TOYOTA
3525 CLEMSON BLVD., POB 5058
ANDERSON SC**

39003

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

**CERTIFIED FOR ALL 50 STATE
EMISSIONS**

SOUTHEAST TOYOTA DISTRIBUTORS, LLC

BY: _____



President

(AGENT OF AUTHORIZED REPRESENTATIVE)

(AGENT)

S005394544

DEERFIELD BEACH, FLORIDA
CITY - STATE

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	Each undersigned certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any other state at the time of delivery and the vehicle is not subject to any security interest other than those disclosed herein and warrants title to the vehicle. FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO NAME OF PURCHASER(S) <u>Ghiherh Hossein - Bek Smith</u> ADDRESS <u>207 Englewood Circle Starke, SC 29164</u> I certify to the best of my knowledge that the odometer reading is _____ No Tenth DEALER <u>Ralph Hays Toyota 11805</u> BY <u>Alaya Dine</u> NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of <u>SC</u> Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public County of <u>Pickens</u> USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenth DEALER _____ BY _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenth DEALER _____ BY _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenth DEALER _____ BY _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer in accordance with the terms of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenth ☐ This mileage is in excess of 100,000 mechanical miles ☐ The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY Signature(s) of Seller(s) _____ Date of Signature _____ Date of Sale _____ Printed Name(s) of Seller(s) _____ Dealer's No. _____ Signature(s) of Purchaser(s) _____ Being duly sworn upon each says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public Printed Name(s) of Purchaser(s) _____ Address of Purchaser(s) _____ State of _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
LIENHOLDER	1st Lien in favor of _____ whereas balance is _____ 2nd Lien in favor of _____ whereas balance is _____

S005394544



South Carolina Department of Motor Vehicles
Application for Certificate of Title and Registration for Motor Vehicle or
Manufactured Home/Mobile Home

Form 400
(Rev 4/10)

No strikeovers, erasures, or correction fluid is acceptable on this form. For more information, visit our website at www.scdmvonline.com or call our Customer Call Center at (803) 898-3000.

SECTION A ☐ EXPEDITE (additional \$20.00 fee) Check here to expedite this title.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Make checks payable to: SC DMV. DO NOT SEND CASH.

☐ NEW TITLE & REGISTRATION 1) Manufacturer Certificate of Origin (MCO) or Title 2) Paid Property Tax Receipt 3) \$15.00 title fee and 4) Regular registration fee 5) Sales Tax (5% of selling price or \$300.00 max.) 6) Insurance Information	☒ TITLE AND PLATE TRANSFER 1) Manufacturer Certificate of Origin (MCO) or Title 2) Last Previous Tag # <u>6M044</u> 3) Previous registration in owner's name 4) \$15.00 title fee 5) \$10.00 transfer fee 6) Sales Tax (5% of selling price or \$300.00 max.) 7) Insurance Information	☐ TITLE FOR MOBILE OR MANUFACTURED HOME 1) Manufacturer Certificate of Origin (MCO) or Title 2) Consumer Information Report required for \$300.00 sales tax cap, if mobile home is energy efficient 3) \$15.00 title fee	☐ TITLE ONLY 1) Manufacturer Certificate of Origin (MCO) or Title 2) \$15.00 title fee 3) Sales Tax (5% of selling price or \$300.00 max.) ☐ DUPLICATE TITLE 1) Lost, Stolen or Destroyed Title 2) \$15.00 title fee	☐ LEASED VEHICLE 1) Do not complete Section D. Complete Section E and all other applicable sections. MAIL YOUR APPLICATION TO: SC DMV P.O. Box 1498 - 10311 Wilson Blvd Rhyolitewood, SC 29018 - 0024

SECTION B - VEHICLE INFORMATION Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR MAKE	BODY STYLE	MODEL	EMPTY WEIGHT	GWW
JTEZU5JR4G5134086	TOYOTA	2016	4DR RWD	4RUNNER	4359	

SECTION C - ODOMETER MILEAGE (Miles not Kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT

I STATE THAT THE ODOMETER NOW READS 162 (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED



DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES

- ☐ EXEMPT
☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS
☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE WARNING ODOMETER DISCREPANCY.

SECTION D - OWNER INFORMATION Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)		SC CUSTOMER NO., DRIVER LICENSE NO., SOC SEC. OR FEIN		DATE OF BIRTH	
SMITH SIHERH HOSSEIN-BEIK					
NEW CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)		SHARED OWNERSHIP ☐ AND ☐ OR		SC CUSTOMER NO., DRIVER LICENSE NO., SOC SEC. OR FEIN	
PRIMARY OWNER'S RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)		CITY	STATE	ZIP CODE	COUNTY
207 INGLEWOOD CIRCLE		STARR	SC	29684	ANDERSON
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE	COUNTY
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE	COUNTY
DAYTIME TELEPHONE NUMBER		TEMPORARY ADDRESS (IF APPLICABLE)		EXPIRATION OF TEMPORARY ADDRESS	

SECTION E - LEASING INFORMATION Complete only for a leased vehicle.

LEASING COMPANY NAME		PHONE NO.		CONTACT PERSON		CUSTOMER NO.	
ADDRESS		CITY		STATE		ZIP CODE	
NAME OF LESSEE (PERSON LEASING VEHICLE)		DRIVER LICENSE NO., SOC SEC. NO., OR FEIN		DATE OF BIRTH			
LESSEE'S SC RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)		CITY	STATE	ZIP CODE	COUNTY		
			SC				
LESSEE'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE	COUNTY		
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE	COUNTY		
			SC				

SECTION F - LIEN INFORMATION If you are a lienholder, are you a SC ELT participant? ☐ YES ☐ NO

CUSTOMER NO. OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS		CITY	STATE	ZIP CODE
CUSTOMER NO. OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS		CITY	STATE	ZIP CODE

< This section intentionally left blank >

SECTION G - SALES TAX EXEMPTION

Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF \$500.00 (MOBILE HOMES ARE CALCULATED DIFFERENTLY)

☐ THE VEHICLE WAS TRANSFERRED FROM
☐ THE VEHICLE WAS TRANSFERRED TO ME AS
☐ I AM NON-RESIDENT MILITARY PERSONNEL
☐ MY PARENT ☐ MY SPOUSE ☐ MY CHILD ☐ MY BROTHER/SISTER ☐ MY GRANDPARENT ☐ MY GRANDCHILD
☐ LEGAL HEIR ☐ BENEFICIARY ☐ DISTRIBUTE
☐ THE VEHICLE WAS A DONOR GIFT

SIGNATURE _____

SECTION H - ADDITIONAL INFORMATION

DATE OF PURCHASE 07/27/2016	DATE FIRST OPERATED IN SC 07/27/2016	ENERGY EFFICIENT MANUFACTURED MOBILE HOME? ☐ YES ☐ NO
NEW OR USED? NEW	PRIOR TITLE NUMBER MJD	PRIOR TITLE STATE
THE VEHICLE DESCRIBED ON THIS APPLICATION IS ☐ REBUILDABLE ☐ NON REBUILDABLE		
THE VEHICLE SUSTAINED THE FOLLOWING DAMAGE ☐ COLLISION ☐ FIRE ☐ WATER ☐ STOLEN (RECOVERED) ☐ STOLEN (UNRECOVERED)		
AGENCY REFERENCE NUMBER	Salvage the Salvage Percentage SALVAGE% N/A	Prodamaged Value N/A Estimate for Repairs N/A Percentage N/A

SECTION I - SELLER INFORMATION

Applicant should initial verifying the sales price of the vehicle.

SELLER OR DEALER NAME RALPH HAYES TOYOTA SCION	SC DEALER/WHOLESALE NUMBER 11365	SC SALES TAX NUMBER	SALES PRICE 41901.00	CUSTOMER INITIALS
ADDRESS 3525 CLEMSON BLVD.	CITY ANDERSON	STATE SC	ZIP CODE 29621	

SECTION J - INSURANCE CERTIFICATION

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY

State Farm

SECTION K - DONATE LIFE SC

YES, I WISH TO DONATE \$5.00 MORE OR LESS TO DONATE LIFE SC

AMOUNT OF DONATION \$ N/A.00

SECTION L - SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LEASE, LOANED AND NO OTHERS. ALSO, IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LB, I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS.

SIGNATURE OF OWNER(S) MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT WITH POWER OF ATTORNEY IF APPLICABLE

07/27/2016
DATE

DISCLOSURE STATEMENT

50-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

PENALTY FEES

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

45 - 60 DAYS LATE - \$10.00

61 - 75 DAYS LATE - \$25.00

76 - 135 DAYS LATE - \$50.00

OVER 135 DAYS LATE - \$75.00

THIS SECTION FOR DMV USE ONLY

CHECK APPROPRIATE BOX: ☒ BRAND ☐ NO BRAND	TRANSACTION FEES
RATE BY	EXPEDITED FEE
OFFICIAL FCI NUMBER	WEIGHT INCREASE
PLATE NUMBER	LICENSE FEE
EXPIRATION DATE	UNINSURED FEE
PLATE CLASS	USE OR SALES TAX
SUSPENSE REASON	PENALTY
	TITLE
	DONATE LIFE SC
	TOTAL

AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

No. 42860544

Personally appeared before me RALPH HAYES TOYOTA SCION
(Seller) (Dealer Retail Tax #)
3525 CLENSON BLVD. ANDERSON SC 29621
(Address)
who being duly sworn, deposes and says that on the 27th day of JULY, 2016,
he sold the following motor vehicle: Make TOYOTA Model 4RUNNER
Year 2016 Identification (Serial) No. JTEZU5JR4G5134086
License No. _____ to SIHIERH HOSSEIN-BEIK SMITH
(Buyer)
207 INGLEWOOD CIRCLE STARR ANDERSON SC 29684
(Street) (City) (County) (State) (Zip)
Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____
Address _____ Date _____

I certify that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.


(Signature of Seller)

RALPH HAYES TOYOTA SCION
(Print Seller's Name)


(Signature of Buyer)

SIHIERH HOSSEIN-BEIK SMITH
(Print Buyer's Name)

Property Tax Section

Check One:

☐ Purchase License Plate

D.L. Number _____

License Plate Issued _____

☒ Transfer License Plate

Signature of Buyer/If purchasing plates _____

Property taxes will be due in 120 days

Telephone (864) 226-1571
FAX (864) 224-1174
www.ralphhayestoyota.com

RALPH HAYES TOYOTA

3525 Clemson Blvd.
P.O. Box 5058
ANDERSON, SC 29621

CUST# 105229
DEAL# 57043

Purchaser Ins. Info:

Co.

Policy No.

Dates

to

Date JUL 27th, 2016

Agent

Agent Address

Purchaser GLENN MECHANICAL LLC

Address 525 N MAIN ST

City ANDERSON

County ANDERSON

State SC

Zip 29621

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO THE FEDERAL
ARBITRATION ACT (FAA), 9 U.S.C. § 1, ET SEQ. OR, IF
AND ONLY IF THE FAA DOES NOT APPLY, THEN
PURSUANT TO THE SOUTH CAROLINA UNIFORM
ARBITRATION ACT, S.C. CODE ANN. § 15-4-10, ET SEQ.
THE TERMS AND CONDITIONS OF ARBITRATION ARE
CONTAINED IN THE DEALERSHIP'S ARBITRATION
POLICIES AND PROCEDURES.

Stock No. 13020

Sell Price 41901.00

Less Disc. N/A

Net S.P. 41901.00

DEDUCT:

Inventory

G.P.

I hereby agree to purchase from you under the terms & conditions specified, the following:

Quantity 1 Year 2016 Make TOYOTA Model 4RUNNER Body Style 4DR RWD V6 LTD

X New
Used

Serial Number JTEZU5JR4G5134086

Color

Engine

License No.

1.	CASH SELLING PRICE, INC. EXTRAS	41901.00
2.	LICENSE PLATES, TRANSFER & TITLE	25.00
3.	SALES TAX	300.00
4.	Closing Fee	174.00
5.	TOTAL CASH SELLING PRICE	42400.00
6.	TRADE-IN: Make KIA Body Style 4DR SDN-2.4L Year 2011 Serial No. KNAGM4A72B51B2194 Insp. No. Engine Transmission A/C License	
	ALLOWANCE ON TRADE-IN	6000.00
	LESS PAY OFF TO:	N/A
	NET ALLOWANCE ON TRADE-IN	6000.00
7.	CASH PAYMENT	36400.00
8.	DEPOSIT	N/A
9.	OTHER	N/A
10.	TOTAL DOWN PAYMENT	42400.00
11.	UNPAID BALANCE (4-10)	N/A
12.	LIFE INS. \$ N/A A & H \$ N/A	N/A
13.	AUTO INSURANCE	N/A
14.	AMOUNT FINANCED (11 + 12 + 13)	N/A
15.	FINANCE CHARGE	N/A
16.	TOTAL OF PAYMENTS	N/A
17.	DEFERRED PAYMENT PRICE (10 + 16)	42400.00
	TIME BALANCE PAYABLE IN 1 MONTHLY INSTALLMENTS OF \$ N/A EACH BEGINNING JUL 28th 2016 (ANNUAL PERCENTAGE RATE 0.00 %)	

DISCLAIMER OF WARRANTIES

I have read this Contract and understand that selling Dealer makes no warranties express or implied with respect to the sale of the vehicle described herein. ANY DESCRIPTION CONTAINED IN THIS CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE VEHICLE SOLD AND DOES NOT CONSTITUTE A WARRANTY THAT THE VEHICLE SHALL CONFORM TO THAT DESCRIPTION. THE ONLY WARRANTIES, IF ANY, APPLYING TO THIS VEHICLE ARE THOSE THAT MAY BE OFFERED BY THE MANUFACTURER. THOSE WARRANTIES ARE PROVIDED, IF AT ALL, OUTSIDE OF THIS CONTRACT. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Dealer does not assume, nor authorizes any other person to assume for it, any liability in connection with the sale of this vehicle. PURCHASER AGREES THAT PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS SALE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. The undersigned Purchaser expressly accepts the above described vehicle as being in satisfactory condition at the time of sale.

Purchaser Signature

Co-Buyer Signature

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, with respect to this sale, and that this Contract contains the entire agreement between the selling Dealer and the Purchaser and that, consequently, no course of prior dealing or usage of the trade shall be relevant to supplement any terms used in this Contract.

Salesman's Name: SCOTT J BROWN

Finance STANLEY C UKADIKE

Sto. No.





South Carolina Department of Motor Vehicles

POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2016 Make TOYOTA Model Type 4RUNNER Body Type 4DR RWD V6 L
VIN (Vehicle Identification Number) JTEZU5JR4G5134086

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, GLENN MECHANICAL LLC (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION

(Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 162 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

GLENN MECHANICAL LLC

07/27/2016

(Transferor's Signature)

(Printed Name)

(Date of Statement)

525 N MAIN ST ANDERSON SC 29621

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)

(Printed Name of Individual Signing as Transferee)

RALPH HAYES TOYOTA SCION 3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14)

(PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☒ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____, (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.



South Carolina Department of Motor Vehicles

POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 7/14)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2011 Make KIA Model Type OPTIMA Body Type 4DR SDN 2.4L
VIN (Vehicle Identification Number) KNAGM4A72B5182194

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: I, GLENN MECHANICAL LLC (Seller/Transferor's Name), appoint RALPH HAYES TOYOTA SCION

(Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads 88411 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

☒ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

GLENN MECHANICAL LLC

07/27/2016

(Transferor's Signature)
525 N MAIN ST ANDERSON SC 29621

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

(Transferee's Signature)
RALPH HAYES TOYOTA SCION

(Printed Name of Individual Signing as Transferee)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Transferee's Name - Print or Type Name of Business or Company)

Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14)

(PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature)

(Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ I hereby certify that the odometer reading is NOT the actual mileage. **WARNING: ODOMETER DISCREPENCY**

(Transferor's Signature)

(Printed Name)

(Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____, (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature)

(Printed Name)

(Date of Certification)

3525 CLEMSON BLVD. ANDERSON SC 29621

(Street Address)

(City)

(State)

(Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.

**AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE**
(Entire Form Must Be Typed or Printed)

No. 42862001

Personally appeared before me GLENN MECHANICAL LLC N/A
(Seller) (Dealer Retail Tax #)

525 N MAIN ST ANDERSON ANDERSON SC 29621
(Address)

who being duly sworn, deposes and says that on the 27th day of JULY, 202016,
he sold the following motor vehicle: Make KIA Model OPTIMA
Year 2011 Identification (Serial) No. KNAGM4A72B5182194
License No. _____ to RALPH HAYES TOYOTA SCION
(Buyer)
3525 CLEMSON BLVD. ANDERSON SC 29621
(Street) (City) (County) (State) (Zip)

Special Mailing Address

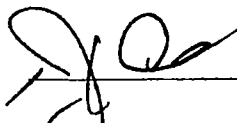
Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____
Address _____ Date _____

I certify that the odometer now reads 80411 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. **WARNING - ODOMETER DISCREPANCY**

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.


(Signature of Seller)
GLENN MECHANICAL LLC
(Print Seller's Name)

(Signature of Buyer)
RALPH HAYES TOYOTA SCION
(Print Buyer's Name)

Property Tax Section

Check One:

____ Purchase License Plate

D.L. Number _____

License Plate Issued _____

XX _____ Transfer License Plate

Signature of Buyer/if purchasing plates _____

Property taxes will be due in 120 days

South Carolina

SC USA

DRIVER'S LICENSE

DL#:

GLENN JOHN WILLIAM JR

08-21-1976



DOB:

Issued:

Expires:

Class:

Sex:

Weight:

Height:

Restrict:

Endorse:

05-15-2013

08-21-2023

D

M

226

6-02

A

None



04/004 MD2

Governor

Date: Fri, 30 Aug 2019 03:53:23 PM EDT
From: Celeste Shaw <cel@ata.shaw@grandsouth.com>
To: "rtuner@ralphhayestoyota.com" <rtuner@ralphhayestoyota.com>
Subject: copy of check \$36,400

Here is the copy of the check you requested. Also pdf attached.
Have a great weekend!

JOHN GLENN JR.
ANDERSON, SC 29621

13020

8/1/14

1451
67-160/532

PAY *to the order of* **RALPH HAYES TOYOTA** \$36,400.00

THIRTY SIX THOUSAND FOUR HUNDRED Dollars

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK-BBT BBT.com

For *Signature*

12

Hybrid Check

0002200712

>053207957<
GrandSouth Bank #003
2016-08-02
0003290712
Batch 81802294

ENDORSE HERE

FOR DEPOSIT ONLY
TO THE ORDER OF
RALPH HAYES MOTORS

Celeste Shaw
Banking Services Representative
864-224-2424
864-622-0607 direct
cel@ata.shaw@grandsouth.com

GrandSouth
BANK

083281.pdf (179K)

JOHN GLENN JR
ANDERSON, SC 29621

13020

1376
67-180532

8/16/16
Date

PAY to the order of PAUL HENRY BRYAN \$ 6000.00
SIX THOUSAND Dollars



BRANCH BANKING AND TRUST COMPANY
1-800-840X BB&T BB&T.com

For _____ Signature _____

Federal Reserve

EXHIBIT

E

2019CP0401212-Glenn Mechanical v. Smith External Inbox



Maddox, J. Cordell Law Clerk (Martin Cain) <cmaddoxlc@sccourts.org>
to me, logan@loganandjolly.com, sebeasley@andersoncountysc.org, Cordell

Jun 24, 2022, 10:05 AM

Good morning,

I hope this email finds everyone well. After careful consideration, Judge Maddox is granting the Defendant's Motion for Summary Judgment in the above-referenced matter, which has advisement on June 1st.

Mr. Logan, can you please prepare and e-file a proposed order for Judge Maddox's review by Friday, July 8th? Additionally, how would you like us to get the Deposition Transcript of you?

Please don't hesitate to contact me with any questions or concerns.

Thanks.

Martin E. Cain
Law Clerk to the Hon. J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348
PO Box 8002
Anderson, SC 29622

~~~~ CONFIDENTIALITY NOTICE ~~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete the message and any attachments.



**Norman Epps** <norman@eppslawfirm.net>  
to Emily

Jun 24, 2022, 10:07 AM

Sent from my iPhone

Begin forwarded message:

**From:** "Maddox, J. Cordell Law Clerk (Martin Cain)" <cmaddoxlc@sccourts.org>  
**Date:** June 24, 2022 at 10:05:33 AM EDT  
**To:** [norman@eppslawfirm.net](mailto:norman@eppslawfirm.net), [logan@loganandjolly.com](mailto:logan@loganandjolly.com)  
**Cc:** [sebeasley@andersoncountysc.org](mailto:sebeasley@andersoncountysc.org), "Maddox, J. Cordell Secretary (Cynthia Hicks)" <cmaddoxsc@sccourts.org>  
**Subject:** 2019CP0401212-Glenn Mechanical v. Smith



**Jim Logan** <logan@loganandjolly.com>  
to Cordell, sebeasley@andersoncountysc.org, Cordell, Abigail, me

Jun 24, 2022, 10:15 AM

Thank you. I will send someone from my office to pick up the depo. transcript from the court office if you can send it down there. I will also prepare and e-file the proposed Order as requested.

Jim Logan

**James W. Logan, Jr.**  
**Logan & Jolly, LLP**  
**1805 North Boulevard**  
**Post Office Box 259**  
**Anderson, SC 29621**  
**864-226-1910**  
**864-226-1931 - Fax**  
**[logan@loganandjolly.com](mailto:logan@loganandjolly.com)**



**LOGAN & JOLLY, LLP.**  
— ATTORNEYS AT LAW —

**Please note that my e-mail address has changed to [logan@loganandjolly.com](mailto:logan@loganandjolly.com) and update your contact lists if necessary.**

**Confidentiality Notice:** This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inad transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for y

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

RECEIVED

FEB 27 2023

APPEAL FROM ANDERSON COUNTY  
COURT OF COMMON PLEAS

SC Court of Appeals

J. Cordell Maddox, Circuit Court Judge

Case No.: 2019-CP-04-01212

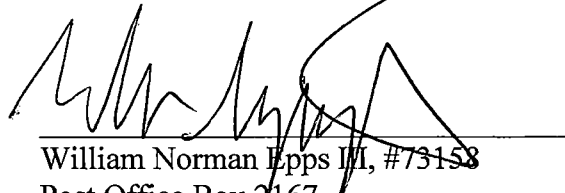
Glenn Mechanical.....Appellant.

v.

Sihierh Smith.....Respondent.

PROOF OF SERVICE

I certify that I have served the Reply to Respondent's Return to Motion to Strike and Amend Respondent's Initial Brief and, in the Alternative, Respondent's Motion to Supplement the Record on Sihierh Smith by depositing a copy of it in the United States Mail, postage prepaid, on February 24, 2023, addressed to its attorney of record, James W. Logan, Jr., Post Office Box 259, Anderson, South Carolina 29622.



William Norman Epps III, #73158  
Post Office Box 2167  
Anderson, South Carolina 29622  
(864) 224-2111  
(864) 224-3536, fax  
Attorney for Appellant

February 24, 2023



The Law Offices of

**EPPS & EPPS, LLC**

ATTORNEYS AND COUNSELORS AT LAW

Telephone: (864) 224-2111  
Facsimile: (864) 224-3536

P.O. Box 2167  
230 West Whitner St.  
Anderson, SC 29622

William N. Epps, III  
William N. Epps, Jr.

February 24, 2023

**RECEIVED**

FEB 27 2023

**SC Court of Appeals**

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211

RE: Glenn Mechanical v. Sihierh Smith  
Case No.: 2019-CP-04-01212  
Appellate Case No.: 2022-001357  
File No.: M19-5495

Dear Ms. Kitchings:

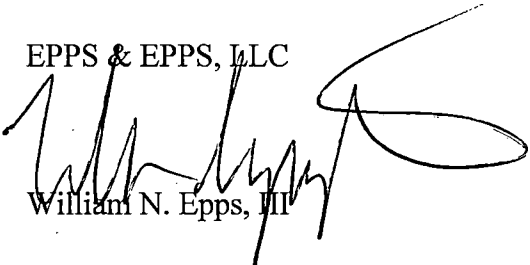
Please find enclosed for filing the original Reply to Respondent's Return to Motion to Strike and Amend Respondent's Initial Brief and, in the Alternative, Respondent's Motion to Supplement the Record, along with six (6) copies, in regards to the above referenced matter.

If you should have any questions or concerns, please do not hesitate to contact me at your earliest convenience. Thank you.

With kind regards, I am

Sincerely yours,

EPPS & EPPS, LLC



William N. Epps, III

WNEIII:bam

Enclosures  
Other Counsel of Record:  
James W. Logan, Jr.  
PO Box 259  
Anderson, SC 29622