

STATE OF SOUTH CAROLINA

IN THE SC COURT OF APPEALS

IN THE COURT OF APPEALS

SHANNA RHODES,

Case No. 2021-CP-0802250

Plaintiff, vs.

BULLET MOTORS LLC,

Defendant.

RECEIVED

PLAINTIFF'S MEMORANDUM IN
SUPPORT OF NOTICE OF APPEAL

MAY 30 2023

SC Court of Appeals

Plaintiff; Shanna Rhodes respectfully move the Court, pursuant to Rule 60(a)(b) of the South Carolina Rules of Civil Procedure, to grant Plaintiff (Shanna Rhodes) relief from Judge McCoy's order granting the Defendant (Bullet Motors) in this case a "Default Judgment". It is my prayer the SC Court of Appeals will review this memorandum and supporting documents (Exhibits) in its entirety and overturn this ruling as a matter of law.

Judge McCoy's Order contains,

(Order. ¶ 1) The above-captioned action was commenced by Summons and Complaint filed by the Plaintiff on September 9th, 2021, in the Magistrate's Court of Berkeley County, South Carolina, and served upon Defendant on September 28, 2021.

(Plaintiff's Response:) Judge McCoy negates to reference the initial court case (Shanna Rhodes vs. Bullet Motors LLC Case No. 2021CV0810700996) which was filed by Plaintiff, Shanna Rhodes on 09/09/2021 in Berkeley County Magistrate Court (See Exhibit One). The case number 2021CV0810700996 was transferred from Berkeley County Magistrate Court upon request of the Plaintiff (Shanna Rhodes) on September 13th, 2021. The Plaintiff, (Rhodes) requested to transfer case by filing an Affidavit for Change of Venue after having experienced biased and prejudice behavior from Judge Ellen Karesh upon the initial date of filing on 09/09/2021. The Plaintiff, (Rhodes) filed a formal complaint with the SC Office of Disciplinary Counsel on 09/09/2021 in writing, citing the Judge violated SC Code of Law (Canon 3. Rule 501). ref; (See Exhibit Two).

(Order. ¶ 2) Defendant timely answered and asserted counterclaims on October 11, 2021, in addition to a motion to transfer the matter to the Court of Common Pleas pursuant to S.C. Code Ann 22-3-20 as the counterclaim exceeded the jurisdictional limit.

(Plaintiff's Response:) The Judge is inaccurate in her assertion that the Defendant answered and provided a counterclaim in a timely manner. The Plaintiff, (Rhodes) had already moved to DISMISS case no. (2021CV0810700996) by hand delivering written Stipulation of Dismissal as Settled without Prejudice on October 7th, 2021 (See Exhibit Three) to the Berkeley County Magistrate Court. I the Plaintiff, (Rhodes) followed up on the dismissal via email with Paula Shank (Magistrate Court: Summary Court Director) via email. I could not trust Lisa Washington or Wanda Pent (Berkeley County Small Claims Admins) due to Wanda and Lisa failing to file previous documents I delivered to the court, they seemed to misplace or lose my filings, so I requested to deal with someone in authority and was directed to Ms. Paula Shank. Please see the stipulation of dismissal along with email transcripts from my communications with Paula Shank in (Exhibit Three).

(Order. ¶ 3) Defendant's Answer and Counterclaims asserted claims for breach of contract and breach of contract accompanied by a "Fraudulent act against Plaintiff"(the "Counterclaims")

(Plaintiff's Response:) The Defendant's (Bullet Motors) Counterclaim failed to prove any breach of contract or fraud in its counterclaim. In Fact, Judge McCoy negated to reference evidence provided to the court by the Plaintiff, (Shanna Rhodes) on case (2021-CV-10-1401751 Bullet Motors LLC vs Shanna Rhodes) filed against the Plaintiff (Rhodes) in North Charleston Magistrate Court Area 3 on September 10th, 2021. The Defendant (Bullet Motors) alleged in their complaint for "Claim and Delivery" in the above case, citing the Plaintiff (Shanna Rhodes) wrongfully withheld property from Bullet Motors, the property being a 2014 White Ford Fusion VIN No. 3FA6P0SU3ER275736. The Presiding Judge in the Magistrate Court North Charleston Area 3 held a hearing in this case on October 5th, 2021 that last 3 hours. The presiding Judge Itris Jenkins ruled against the Plaintiff, (Bullet Motors) in Case No. 2021-CV-10-1401751 after hours of testimony from Bullet Motors Owner; (Robert Rose). Judge Jenkins found that Bullet Motors Owner, Robert Rose perjured himself by WILLFULLY providing false, misleading and inaccurate information during his testimony. Judge Jenkins issued his ruling on October 6th, 2021 (See Exhibit Four).

EXHIBIT ONE

RECEIVED

MAY 30 2023

SC Court of Appeals

Rhodes vs Bullet Motors LLC – Case No. 2021-CP-08-02250

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

2021CV0810700996
CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT

Shanna Rhodes

Name

126 Savannah River Dr

Summerville, SC 29485

Address

Phone: 386-281-9876

PLAINTIFF(S)

Vs

Bullet Motors LLC (Registered Agent: Robert Rose)

Name

1306 Alexander Circle
Summerville, SC 29486

Summerville, SC 29486

Address

Phone: 843-499-8029

DEFENDANT(S)

I, Shanna Rhodes, the Plaintiff in this civil action do make the following claims:

1. I believe that the defendant(s), Bullet Motors LLC; Robert Rose is/are a resident(s) of Berkeley County, and resides within the jurisdiction of the Moncks Corner Magistrate or this Complaint is properly filed in Berkeley County.

2. I make this complaint on the following:

Bullet Motors LLC; entered an agreement with me on the sale of a motor vehicle Vin#3FA6P0SU3ER275736 2014 Ford Fusion Dawn Blair, Sales Rep for Bullet Motors drafted a retail installment agreement and charged me a \$399.00 fee as a GPS fee which I refused to accept and requested that she immediately revise the agreement and remove the GPS fee. Dawn, also charged me a tag and title fee of \$55 and refused to legally register the vehicle in my name. I chose to transfer a license plate which Dawn refused to complete the transfer citing a 45 day period given to her as a dealer however, the buyers order and contract she provided me was cont'd

(Attach supplement if necessary)

3. I believe, because of the above information, that I am entitled to and do request a judgment for \$ 2600.00 and/or relief as below requested:

I ask for relief in the contract agreement with Bullet Motors signed with me on 07/31/2021 as they committed unfair trade practice violated SC Code 56-15-40(1) & 56-15-30, Violated SC 39-5-35 Requiring certain insurance coverage as unfair trade practices Due to the defendants willful violation of unfair trade act, I ask for 3 times the actual damages imposed upon me for violating SC39-5-140(a) including any costs resulting in this action.

I STATE UNDER PENALTY OF PERJURY THAT THE ABOVE STATED FACTS ARE TRUE EXCEPT THOSE BASED ON MY BEST INFORMATION THAT I BELIEVE TO BE TRUE.

Date: 09/09/2021

Shanna Rhodes
Signature of Plaintiff/Attorney

Continued Page from Complaint Form;

Not in compliance with the State of SC vehicle registration laws and thus I was pulled over by an officer on 08/26/2021 and told that the license plate 4571NX on my vehicle was registered to another vehicle and that it was unlawful to access the roadway with a vehicle displaying the plates of another car. I provided the officer with the buyer's order from Bullet Motors LLC and the officer told me that form was not legally binding as the dealer was supposed to notify the SC DMV of the sale of the motor vehicle prior to issuing me a form, the officer demanded that I take the car and park it and remove the plates and place them back on the vehicle of which they were registered and contact the dealer immediately so that they could provide me with proper documentation for the Ford Fusion. Bullet Motors refused to comply and told me the officer did not know what he was talking about and was not educated on the SC DMV laws as it pertains to used auto dealer requirements. I immediately told Dawn Blair that I no longer wanted to do business with them and that they were in breach of their contract with me as the car is not legally registered and I demanded that they come and pick the car up immediately and return the \$2600 that I paid in down payment money on 07/31/2021 which they would owe me. Dawn informed me that the insurance on my vehicle must remain at the 500 Deductible with Comprehensive and Collision or that I would be in breach of my contract and they would immediately repossess without sending a letter of right to cure, Dawn told me that may be why the officer told me the paperwork was not correct and refused to comply and sent me an email stating they would be coming to repossess the Ford Fusion. I informed Dawn, that she was wrong the traffic stop had nothing to do with insurance on my car it was regarding the license plate not being registered to the Ford Fusion. I went to the DMV on 08/27/2021 and the DMV clerk supported the Officer's statement and informed me that the license plate 4571NX is still registered to a 2016 Dodge Caravan and they had no record of a Ford Fusion being registered to me in their system at all. I'm suing Bullet Motors for \$2600 and for fraudulently charging multiple of my credit cards on 07/31/2021 for money that I was told would be returned to me if I elected to return the vehicle within 30 days of purchase. Instead of refunding my money and picking up the Ford Fusion, Dawn continued to process an additional \$600 to my credit cards without my consent.

Shanna Rhodes; Plaintiff
September 9th, 2021

Small Claims South

Judge : Ellen Lee Karesh

303-B North Goose Creek Blvd.

Goose Creek, SC 29445

Phone:(843) 553-6099 Fax:(843) 553-7074

Received From: Rhodes, Shanna
126 Savannah River Dr
Summerville, SC 29485

Date: 9/ 9/2021

Receipt #: 20836

Clerk: c08lwashin

Paying for: Self

Transaction Type: Civil Payment

Reference #:

Payment Type: Credit Card \$80.00

Comment:

SC.gov Portal Fee \$2.36

Non-Refundable

Total Paid: \$82.36

You may check the status of your Berkeley case at:

<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2021CV0810700996	Shanna Rhodes VS Bullet Motors L L C	\$80.00	\$80.00	\$0.00



Total Cases: 1

\$80.00

\$80.00

\$0.00

SC.gov Portal Fee:

\$2.36

Total Paid:

\$82.36

Payment Receipt Confirmation

Your payment was successfully processed.

Receipt Contact Information

Contact Name Berkeley County - Small
Claims South

Transaction Summary

Receipt Confirmation

Description	Amount
Berkeley County - Small Claims South - Civil - 08107 - OTC	\$80.00
ServiceFee*SC.gov	\$2.36
TOTAL	\$82.36

The online price of items or services purchased through SC.GOV, the state's official Web portal, includes funds used to develop, maintain, enhance and expand the service offerings of the state's portal.

Customer Information

Customer Name Shanna Rhodes **Receipt Date** 9/9/2021
Local Reference ID 2021CV0810700996 **Receipt Time** 11:16:08 AM EDT

Payment Information

Payment Type Credit Card **Credit Card Num...** *****0315
Credit Card Type MAST **Order ID** 122915332

Billing Information

Billing Address 126 Savannah River Dr

Lisa W. ^{Wheeler} Judge Karesh 9/9/21
Lisa C. Supervisor

Billing City, State
ZIP/Postal Code
Country

Summerville, SC
29485
US



Berkeley County 9th Judicial Circuit Public Index



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Shanna Rhodes VS Bullet Motors L L C

Case Number:	2021CV0810700996	Court Agency:	Small Claims South	Filed Date:	09/09/2021
Case Type:	Civil	Case Sub Type:	Summons & Complaint	File Type:	
Status:	Transferred	Assigned Judge:	Karesh, Ellen Lee		
Disposition:	Transferred Civil	Disposition Date:	09/14/2021	Disposition Judge:	Karesh, Ellen Lee
Original Source Doc:		Original Case #:			
Judgment Number:	2021CV0810700996	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Rhodes, Shanna	Summons & Complaint	Action		11/08/2021-11:12	09/14/2021-11:12	
Rhodes, Shanna	Summons & Complaint Documents	Filing		09/09/2021-11:11	09/14/2021-11:11	





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9th Judicial Circuit
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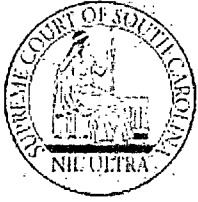
Switch View

Shanna Rhodes VS Bullet Motors L L C

Case Number:	2021CV0810700996	Court Agency:	Small Claims South	Filed Date:	09/09/2021
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Original Source Doc:		Original Case #:			
Judgment Number:	2021CV0810700996	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Agency	Case #	External	Relationship	Description	Case Filed Date	Disposition Date	Case Status	Disposition
Small Claims North	2021CV0810500554	N		Associated by Case Transfer To	09/09/2021	10/15/2021	Transferred	Transferred Civil



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Shanna Rhodes VS Bullet Motors L L C

Case Number:	2021CV0810700996	Court Agency:	Small Claims South	Filed Date:	09/09/2021
Case Type:	Civil	Case Sub Type:	Summons & Complaint	File Type:	
Status:	Transferred	Assigned Judge:	Karesh, Ellen Lee		
Disposition:	Transferred Civil	Disposition Date:	09/14/2021	Disposition Judge:	Karesh, Ellen Lee
Original Source Doc:		Original Case #:			
Judgment Number:	2021CV0810700996	Court Roster:			

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Click the  icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Bullet Motors L L C	1306 Alexander Circle Summerville SC 29486				Defendant		09/14/2021
Rhodes, Shanna	126 Savannah River Dr Summerville SC 29485				Plaintiff		09/14/2021
Rose, Robert	1306 Alexander Cir Summerville SC 29486				Agent		09/09/2021

EXHIBIT THREE

RECEIVED

MAY 30 2023

SC Court of Appeals

Rhodes vs Bullet Motors LLC – Case No. 2021-CP-08-02250

**IN THE MAGISTRATE COURT
COUNTY OF BERKELEY
STATE OF SOUTH CAROLINA**

SHANNA RHODES,

Plaintiff,

v.

Case No.: 2021CV0810700996

BULLET MOTORS

Registered Agent: Robert Rose

Defendant.

**PLAINTIFF'S STIPULATION OF DISMISSAL AS SETTLED WITHOUT
PREJUDICE**

Plaintiff, Shanna Rhodes ("Shanna Rhodes" or "Plaintiff"),¹ by and through as Pro Se Litigant, files the following stipulation of dismissal as settled without prejudice. This notice is to request a dismissal of the following case pursuant to Rule 41(a) of SC rules of civil procedures.

WHEREFORE, Plaintiff hereby request that the Court accept this stipulation of dismissal as its choice for voluntary dismissal as settled without prejudice.

Respectfully submitted,

By: Shanna D. Rhodes (Plaintiff)
386-281-9876

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 7th, 2021 I filed the foregoing at the Magistrate Court in Berkeley County, and served a copy via U.S. Mail to:

Bullet Motors
Reg Agent: Robert Rose
1306 Alexander Circle
Summerville, SC 29486

Telephone: (843) 499-8029
Email: dawn@bulletmotors.com

Rhodes Case# 2021CV0810900996 - Request Change of Venue

Shanna R <rhodes.shanna@gmail.com>
To: Paula Shank <paula.shank@berkeleycountysc.gov>

Thu, Oct 7, 2021 at 10:07 AM

[Quoted text hidden]

Sent from my iPhone

On Sep 14, 2021, at 2:37 PM, Paula Shank <paula.shank@berkeleycountysc.gov> wrote:

You're very welcome.

From: Shanna R <rhodes.shanna@gmail.com>
Sent: Tuesday, September 14, 2021 2:36 PM
To: Paula Shank <paula.shank@berkeleycountysc.gov>
Subject: Re: Rhodes Case# 2021CV0810900996 - Request Change of Venue

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Hello Paula,

I did take the Change of Venue request into the Goose Creek Magistrate office on yesterday 9/13/2021 and gave it to Lisa Washington, she did give me a copy of it after she stamped it. Thank you for your assistance in this matter.

Shanna Rhodes
386-281-9876

On Sun, Sep 12, 2021 at 11:55 AM Paula Shank <paula.shank@berkeleycountysc.gov> wrote:

I would suggest not signing it until you get to the office. Then you can sign it in the presence of one of the clerks who can notarize it for you.



BERKELEY
= COUNTY =
SOUTH CAROLINA

Paula F. Shank
Magistrate Court: Summary Court Director
T: 843-719-4870
M: 843-729-3673
paula.shank@berkeleycountysc.gov
www.berkeleycountysc.gov
223 N. Live Oak Dr., Moncks Corner, SC 29461



From: Shanna R <rhodes.shanna@gmail.com>
Sent: Friday, September 10, 2021 5:19 PM

To: Paula Shank <paula.shank@berkeleycountysc.gov>

Subject: Rhodes Case# 2021CV0810900996 - Request Change of Venue

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Hi Paula,

I did speak with Lisa Washington this afternoon regarding the Change of Venue process for the Goose Creek Magistrate as they do things differently from most. So, initially she told me that she could turn my paperwork over to you and you would do the Change of Venue form. Then I explained to her that as the Plaintiff I was told that I'm supposed to present a completed Change of Venue request to the court to have it reviewed for approval as you told me yesterday and as the ODC told me. So, then she talked to you I guess and told me to go to SCCOURTS which I was already there and issue the form. This is the form I have (see attached) I am a notary but, I can't notarize documents that involve my personal matters and this form does have a section for notary. Lisa told me it doesn't need to be notarized but, I'm asking you to be sure. Do I need to get this form notarized prior to taking it to the court for filing?

Thank you for your assistance.

Shanna Rhodes
386-281-9876

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Plaintiff Stipulation to Dismiss 10.07.pdf

99K

Rhodes Case# 2021CV0810900996 - Request Change of Venue

Paula Shank <paula.shank@berkeleycountysc.gov>
To: Shanna R <rhodes.shanna@gmail.com>

Tue, Sep 14, 2021 at 2:37 PM

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BERKELEY
= COUNTY =
SOUTH CAROLINA

Paula F. Shank
Magistrate Court: Summary Court Director
T: 843-719-4870
M: 843-729-3673
paula.shank@berkeleycountysc.gov
www.berkeleycountysc.gov
223 N. Live Oak Dr., Moncks Corner, SC 29461



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MAY 30 2023

SC Court of Appeals

EXHIBIT TWO

Rhodes vs Bullet Motors LLC — Case No. 2021-CP-08-02250

FILED

SEP 13 2021

BERKELEY COUNTY
SUMMARY COURT

2021CV0810700996

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELY)

SHANNA RHODES)

PLAINTIFF(S))

VS.)

BULLET MOTORS LLC;
AGENT: ROBERT ROSE)

DEFENDANT(S).)

IN THE MAGISTRATE'S COURT

AFFIDAVIT FOR
CHANGE OF VENUE

SHANNA RHODES, plaintiff, personally appearing before me, states that he believes that he is unable to have a fair trial before JUDGE ELLEN KARESH HABIB for the following reasons:

Assigned Judge is compromised in the case with the Defendant, upon filing my case this Judge showed biased behavior toward me after discovering the identity of the Defendant in my complaint. ;

and, therefore, requests that a change of venue be granted.

Sworn to and Subscribed before me)

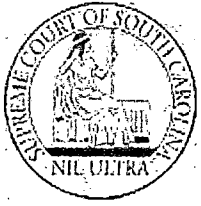
this 13 day of September, 2021)

Lisa Infashin)
Magistrate or Notary Public for South Carolina)

My Commission expires)

8/24/2031)

[Signature]
PLAINTIFF (or his attorney)



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Shanna Rhodes VS Bullet Motors L L C

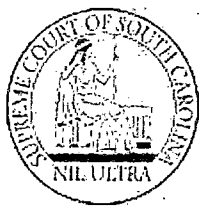
Case Number:	2021CV0810500554	Court Agency:	Small Claims North	Filed Date:	09/09/2021
Case Type:	Civil	Case Sub Type:	Summons & Complaint	File Type:	
Status:	Transferred	Assigned Judge:	Bryant, Ava Elaine		
Disposition:	Transferred Civil	Disposition Date:	10/15/2021	Disposition Judge:	Bryant, Ava Elaine
Original Source Doc:		Original Case #:			
Judgment Number:	2021CV0810700996	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Rhodes, Shanna	Filing/Case File	Filing		05/24/2022-10:48		
Rhodes, Shanna	Judgment Dismissal	Filing		10/12/2021-10:22	10/18/2021-10:22	
Walden, Robert Andrew	Answer/Answer & Counterclaim	Filing		10/11/2021-11:02	10/18/2021-11:02	
Rhodes, Shanna	Service/Affidavit Of Service	Filing		09/28/2021-10:20	10/18/2021-10:07	
Rhodes, Shanna	Summons & Complaint Documents	Filing		09/20/2021-16:17	10/18/2021-16:17	

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9/20/2021
Transferred
to Clerk's Office
New Case No. 2021CV0810500554



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Shanna Rhodes VS Bullet Motors L L C

Case Number:	2021CV0810500554	Court Agency:	Small Claims North	Filed Date:	09/09/2021
Case Type:	Civil	Case Sub Type:	Summons & Complaint	File Type:	
Status:	Transferred	Assigned Judge:	Bryant, Ava Elaine		
Disposition:	Transferred Civil	Disposition Date:	10/15/2021	Disposition Judge:	Bryant, Ava Elaine
Original Source Doc:		Original Case #:			
Judgment Number:	2021CV0810700996	Court Roster:			

[Case Parties](#) [Judgments](#) [Tax Map Information](#) [Associated Cases](#) [Actions](#) [Financials](#)

Click the ☒ icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
☒ Bullet Motors L L C	1306 Alexander Circle Summerville SC 29486				Defendant		10/18/2021
Walden, Robert Andrew	5 Exchange Street PO Box 999 Charleston SC 294020999				Defendant Attorney		10/12/2021
☒ Rhodes, Shanna	126 Savannah River Dr Summerville SC 29485				Plaintiff		10/18/2021
Rose, Robert	1306 Alexander Cir Summerville SC 29486				Agent		09/20/2021
☒ Walden, Robert Andrew	5 Exchange Street PO Box 999 Charleston SC 294020999				Defendant Attorney		10/12/2021
Bullet Motors L L C	1306 Alexander Circle Summerville SC 29486				Defendant		10/18/2021

ODC Complaint Form - Berkeley County Judge Ellen Karesh (Habib) 09.09.21

Shanna R <rhodes.shanna@gmail.com>
To: odcmail@sccourts.org

Thu, Sep 9, 2021 at 2:03 PM

Good Afternoon,

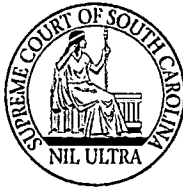
To whom it may concern, I've downloaded the complaint form from the SC Judicial Branch website and completed it in efforts to initiate a complaint against a Judge I encountered. Please see the ODC complaint form attached for review and I also have documents to back my claim.

Thanks,

Shanna Rhodes
386-281-9876



ODCComplaintForm-09.09.21.pdf
249K



The Supreme Court of South Carolina
OFFICE OF DISCIPLINARY COUNSEL
COMPLAINT FORM

1. Your name and address:

Shanna Rhodes 126 Savannah River Dr, Summerville SC, 29485

2. Phone number(s) and email:

(386) 281-9876 Rhodes.Shanna@gmail.com

3. Name of attorney or judge

being complained against:

Ellen Lee Karesh (Magistrate Judge Berkeley County)

4. Business Address of attorney or judge being complained against:

106 Braeford Ct Goose Creek, SC 29445

5. Please provide the type of the case if applicable: Civil Small Claims

(i.e. divorce, criminal, etc.)

6. If you employed the attorney, please state what you employed them to do:

N/A

7. Did you employ the attorney? If yes, please give approximate dates and the amount, if any, paid:

(If judge, please write N/A)

N/A

8. In the space below, please provide specific information regarding any alleged misconduct upon which your complaint is based: *(if necessary, additional pages or documentation may be added)*

I went into the Berkely County Summary Court today to file a civil small claims complaint against a local car dealer Bullet Motors LLC (Registered Agent; Robert Rose). Lisa C came to the Window to assist me, I had already typed out my complaint form and used the Berkeley County Form from their website that they prefer to be used as the initial cover form. Lisa C read my summons and turned around and told a lady sitting at a desk in front of hers "It's against Robert Rose" I was completely unaware as to why Lisa C pointed out verbally to the woman in the back office that its Robert so I ignored it. However, Lisa took my complaint copy and gave it to the woman sitting at the desk and she read it this woman was identified to me after I asked as "Judge Ellen Karesh". Lisa C came back to the window with the form and told me she's agreed to let you file it the way it is typed out but for future reference make sure you use a different cover sheet. I was still baffled because, I used the complaint form that is uploaded in the forms section of the Berkley Cty website. Still I ignored this petty behavior and then another lady by the name of Lisa Washington came to the window and took over and Lisa C went back to sit down and started gossiping/chatting with Ellen Karesh. Ms.

washington took my complaint and I assume she entered it into their system for service. She came back and asked me for method of payment and I gave her my credit card, she was very nice and courteous. I then asked Ms. Washington who was in charge of this office, the supervisor or clerk of court because, I was wondering why the woman sitting at the desk behind the window again whom was later identified to me as Ellen Karesh, I wondered why is she making obscene comments about my complaint in a loud manner and staring at me with a very mean hateful look on her face. Ms. Washington then told me that there are 2 Lisa's in the office and that was herself and Lisa C and the other woman sitting at the desk was Judge Ellen Karesh. I was immediately stunned, so I asked her does Ms. Karesh know Robert Rose personally or is she related to him because, I have NEVER been to Berkeley County in my life and this is the first time I've ever had to file a suit in this court, so why is she so disgusted by my complaint against this business owner. Lisa Washington went back to the desk and began typing again and Judge Karesh told her to come here. Ms. Washington went and stood over Ms. Karesh's desk and, Judge Karesh took a green folder and covered the side of her face and began gossiping and chatting to Lisa Washington, I could see expressions on Ms. Washington's face that made her very uncomfortable and then suddenly Ms. Washington came back to the window to me with a totally different attitude and told me that if I had any further questions to call the clerk of court. I immediately asked Ms. Washington if this was the only court that I could file my suit in against this particular business and person, she said according to the location of their address yes, this is the court that you would have to file in and I said well maybe I should just get my money back and file in a higher court or consult an attorney because, I said based on the behavior of the Judge sitting behind you, I may not have a fair shake with filing in this court she's showing some seriously disturbing behavior and I find it to be very unethical, unprofessional and a serious abuse of power if she's the Judge of this Court. Judge Karesh then YELLED from behind Lisa Washington and said verbatim "She DON'T WANT TO FILE IN THIS COURT GIVE HER GODDAMN MONEY BACK AND TELL HER TO LEAVE NOW"! I was completely floored, I then told Ms. Washington NO, I give me a copy of the service as you are supposed to and I will escalate this matter to the SC Judicial Branch regarding your Judge Karesh. I said the Judge's behavior with me as I've been standing her and her lashing out and verbally assaulting is unethical, unprofessional and a serious abuse of power. I told her she's a Judge and a sworn Officer of the Courts and held to an Oath of Office as a member of the SC BAR Association. She hold the power to make decisions that will impact my life and my livelihood and I consider her behavior today as a serious display of Judicial Misconduct and she's using her privilege as the Judge of this Court to get special treatment for a friend or relative. I have no choice other than to file a complaint with the ODC against Judge Ellen Karesh as I feel now that no matter what judge hears my case I've been black-balled and tainted just from being a regular citizen taxpayer trying to file a case against a friend or relative of Judge Karesh. I ask that the ODC investigate this and consider what took place today and why this Judge felt comfortable verbally assaulting me and berating me in a public office. In further research I've also discovered that Judge Ellen Karesh Habib is the wife of Mayor Greg Habib of Goose Creek SC and he's also got a long history of lawsuits from city council members citing abuse of power, bullying and using a public office position as a means to extend special privileges to friends and family. I'm even contemplating contacting the ACLU and an attorney or going to the local News Outlet for added protection.

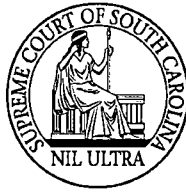
Note: You should retain the original document or your own copy of any documentation submitted with your complaint.

If you have retained a new attorney, please provide their name, address and telephone number:

Signature: Shanna Rhodes **Date:** Sept 9th, 2021

If you submit this form electronically, your typed name serves as your signature.

Mail to: ODC PO BOX 12159, Columbia, SC 29201 or **Email to:** ODCmail@sccourts.org



The Supreme Court of South Carolina

COMMISSION ON JUDICIAL CONDUCT

Deborah S. McKeown
Commission Counsel

1220 Senate Street, Suite 111
Columbia, South Carolina 29201
Telephone: (803) 734-1965
Fax: (803) 734-0363

(December 20, 2021)

PERSONAL AND CONFIDENTIAL

Shanna Rhodes
126 Savannah River Dr.
Summerville, SC 29485

(RE: The Honorable Ellen Lee Karesh)
(Matter Number: 21-DE-J-0143)

Dear Ms. Rhodes:

You previously filed a complaint with the Office of Disciplinary Counsel about The Honorable Ellen Lee Karesh in connection with the above-referenced matter. On December 17, 2021, an investigative panel of the Commission on Judicial Conduct convened to consider the recommendation of Disciplinary Counsel for disposition of this matter based on the information gathered in the investigation. As required by the Rules for Judicial Disciplinary Enforcement, Rule 502, SCACR, the inquiries of the panel were limited to whether or not there was evidence of ethical misconduct on the part of Judge Karesh that would warrant further investigation or the filing of formal charges.

After considering the information received from you, Judge Karesh's response, and the report of Disciplinary Counsel setting forth the results of the investigation, the investigative panel voted to dismiss your complaint. At the direction of the Commission, I am notifying you of the action taken by the Commission on this matter. This dismissal constitutes a final disposition of your complaint. As required by the rules, Judge Karesh and Disciplinary Counsel are being notified of the action taken by the investigative panel by copy of this letter.

Sincerely,

Jody W. Gilham
Legal Assistant

cc: (The Honorable Ellen Lee Karesh)

Carey Taylor Markel, Esquire
Deputy Disciplinary Counsel

(Order. ¶ 4) Plaintiff voluntarily dismissed her claim on October 12, 2021, and moved to dismiss the Counterclaim against her.

(Plaintiff's Response:) I the Plaintiff (Shanna Rhodes) filed a stipulation of dismissal of the case on October 7th, 2021 and the file was misplaced by Counter Clerk (Wanda Pent) at Berkeley Magistrate Court and she never filed my dismissal, instead Wanda Pent allowed the Defendant's (Bullet Motors) to hi-jack the case processing late claims into a case that should have been dismissed upon the Plaintiff (Rhodes) written request to the court on 10/07/2021. The Berkeley County Magistrate's counter clerk (Wanda Pent) processed all filings from the Defendant (Bullet Motors) legal counsel and date them for October 11th, 2021 in the form of a counterclaim (See Exhibit Five). On October 15th, 2021 a Magistrate Judge at Berkeley County processed an order to transfer the case siting the counterclaim exceeds the Magistrates Court Jurisdiction limit. The Magistrate Judge completely overlooked my filing from October 7th, 2021 dismissing the case and refused to review my my motion filed on October 12, 2021 requesting to dismiss the Defendant's counterclaim (See Exhibit Six).

(Order. ¶ 5) *Plaintiff's motion to dismiss the Counterclaim was denied on March 25th, 2022; therein, Plaintiff was instructed to answer the Counterclaim against her within (15) days from March 9, 2022.*

(Plaintiff's Response:) I the Plaintiff (Shanna Rhodes) responded to the Defendant's Counterclaim with a **motion to dismiss Defendant's Counterclaim on October 12, 2021** on (See Exhibit Seven) on the basis of a previous filing I made with a stipulation to the court on **October 7th, 2021** to Dismiss the Case (See Exhibit Eight). The Judge failed to acknowledge any of my filings and proceeded with granting each request filed by the Defendant's counsel. The filings I made are dated clearly in each motion with the date I served the Defendant (Bullet Motors) and filed the action with the court, October 7th, 2021 can be seen CLEARLY and precisely on the filing to dismiss the case stamped by the court. This is proof that the court had this document all along but, failed to file it until after the court allowed the Defendant to file a counterclaim against a case I the Plaintiff (Rhodes) had already requested the court to dismiss the case. Judge McCoy allowed the Defendant's legal counsel to draft their own Order denying my motion to Dismiss the Defendants counterclaim, she did not sign the order and the Defendant emailed me as if they were the Judge in the case issuing an order on a case they had no legal grounds for issuing an order. (See Exhibit Nine).

(Order. ¶ 6) (Plaintiff Response:) The Judge McCoy's claim that Defendant waited an additional (20) days before requesting a default judgment is unfounded and inaccurate. The Defendant had no reason to be waiting on any response as I had already filed my response and Judge McCoy refused to acknowledge my filings. I have mailed motions to the court with \$25 fees for filing and Judge McCoy completely ignored my mailed filing of motion to dismiss the Defendants request for Default Judgement on Dec 9, 2022 and Feb 23rd, 2023. Instead Judge McCoy waited until the motion hit a docket for a hearing on 05/23/2023 at 09:30 AM with Judge Jefferson. The Defendants counsel had side-bar communications with Judge McCoys office on May 17th, 2023 after an email was distributed from Judge Jefferson's Clerk on 05/15/2023 notification of a hearing for 05/23/2023. Suddenly on May 17th, 2023 I get an email from the Defendants counsel of an Order Judge McCoy allowed them to draft 'Granting themselves a Default Judgment' against me in this case. The Defendant's counsel has been acting as Judge and Legal Counsel for Bullet Motors and I the Plaintiff; (Rhodes) was not given a fair trial and due process in this case. Please see (Exhibit Ten) includes as copy of Judge Jefferson's Order Continuing the case on May 23, 2023 after Judge McCoy failed to issue a formal order into the case on May 17th, 2023, instead she allowed the Defendants counsel to email me an order as if this was a lawful action. Also see Judge McCoys official signed order sent after Judge Jefferson's order to continue on May 23rd, 2023.

I. Judge McCoys Order Violates SC Rule 60 (b)

It is my Prayer, the SC Court of Appeals will find, judicial misconduct in this case and grant me a new trial or overturn the Judge's order in this case.

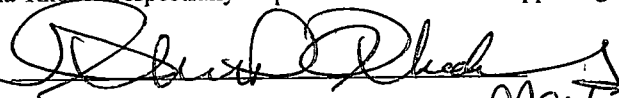
("[R]elief from default judgment under Rule 60(b), SCRPC, 'requires a more particularized showing of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or other misconduct of an adverse party.'" (quoting Sundown Operating Co., 383 S.C. at 608, 681 S.E.2d at 888)); Micronics, Inc. v. S.C. Dep't of Revenue, 345 S.C. 506, 510-11, 548 S.E.2d 223, 226 (Ct. App. 2001) ("In determining whether to grant a motion under Rule 60(b), the trial [court] should consider: (1) the promptness with which relief is sought, (2) the reasons for the failure to act promptly, (3) the existence of a meritorious defense, and (4) the prejudice to the other party."); Sundown Operating Co., 383 S.C. at 608, 681 S.E.2d at 888-89 ("The different standards under the two rules underscore the clear intent to make it more difficult for a party to avoid a default once the court has entered a judgment, which carries greater finality, and often occurs later than, a clerk's entry of default."); Columbia Pools, Inc. v. Galvin, 288 S.C. 59, 61, 339 S.E.2d 524, 525 (Ct. App. 1986) ("[W]here there is a good faith mistake of fact, and, no attempt to thwart the judicial system, there is basis [to vacate a default judgment].").

(Order. ¶ 8) Defendant's claims against Plaintiff are for sum certain amount of \$24,032.03, which is the amount owed under the contract and costs incurred in collecting and repairing the Vehicle; prejudgment interest accruing at the statutory rate of 8.75% from October 12, 2021, until judgment and accruing at the legal rate thereafter until paid in full; reasonable attorneys' fees and costs of \$12,061.50; and costs of this action of \$79.06.

- I. Judge McCoy err in finding Plaintiff was at fault in breach of contract, in fact the Defendant breached its contract with the Plaintiff upon the initial sale of the motor vehicle. Judge failed to investigate and apply law as it pertains to Unfair Trade Practice. It is the belief of the Plaintiff the Judge never reviewed the vehicle contract or either of the 3 civil cases that lead to the current case. Judge McCoy was biased in her actions as she sided with the Defendant in every facet without hearing any motion or action filed by the Plaintiff. The Defendants cause of action is unfounded. The Defendant committed fraud against the Plaintiff, when they sold a vehicle they did not have LEGAL ownership NO Title and ability to register the vehicle. Plaintiff surrendered the vehicle back to the Defendant in less than a week after purchase. Defendant filed a frivolous claim and delivery suit on Sept 10, 2021 in North Charleston Magistrate Court Area 3 (See Exhibit 4) and was found by the Judge to have provided false testimony and they were actually in possession of the property and have sold the vehicle 2 times since the Plaintiff had it on 07/31/2021 (See Exhibit 4). Defendant mailed Plaintiff a letter of notice of sale of the vehicle on 10/15/2021 (See Exhibit 4), Defendant has been sanctioned by the SC DMV Dealer Services Audit Team for failing to provide records on their vehicle contracts with customers violating SC Code 56-15-340(c) (See Exhibit 4), Defendant had a personal relationship with the towing service that picked up the vehicle for them after they disabled the vehicle with a GPS starter they put on it when Plaintiff purchased it, the Plaintiff never withheld the property and the Defendant lied under oath stating it did not know where the vehicle was on 10/05/2021 in a hearing with Judge Itris Jenkins, the Judge later discovered during the Defendants testimony that he did have the vehicle the entire time and disabled it via GPS remote starter (See Exhibit 4). Carfax reports obtained on 05/23/2021 will show the vehicle has been re-sold by the Defendant twice to 2 other customers since 08/10/2021. Judge McCoy has issued an unfair judgment against Plaintiff that has caused her damages; financial distress and intentional emotional distress.
- II. The Defendants Legal Counsel had an attorney; (Andrea McDonald) whom only became licensed with SC BAR on 10/27/2022 to practice law but, she was filing into the case as a licensed attorney since September 2021. McDonald NEVER filed as attorney of record on the case until May 12, 2023 (See Docket in Exhibit 10). Andrea McDonald issued a false statement to the court stating her fee's on the case were \$7,410.00 and showed no record of checks the Defendant Bullet Motors actually paid her \$7,410.00. Defendant Legal Counsel attorney, (Andrew Walden) provided an affidavit statement that shows he was paid \$12,115.56 by Bullet Motors in attorney fees but, has provided NO check payments or receipts to validate his statement. Defendant; (Bullet Motors Owner Robert Rose) provided a false statement in an affidavit to the court stating he incurred \$9,184.20 in damages to the vehicle, Robert Rose provided no evidence of repairs, no mechanical invoice showing he paid \$9,184.20 to repair the vehicle. In fact please see the FOIA I obtained from the SC DMV on the vehicle which shows it was re-sold on 08/27/2021 to another customer. Its a fact the Vehicle Carfax Report will show NO major repairs were done on the vehicle from the dates of 07/31/2021 through 08/26/2021. The 9 days I had the vehicle are from 07/31/2021 to 08/20/2021 and no maintenance records were recorded by any mechanical shop that would validate Robert Rose's claim of a \$9,184.20 repair. Robert Rose asserted in this statement that he provided "In-House Financing" it is a FACT that Mr. Robert Rose was not present the day the vehicle was sold to me and had never met me prior to the October 5th, 2021 magistrate court hearing. Bullet Motors Owner; Robert Rose states that I never paid more than \$2600 and NEVER paid any other payments on the vehicle. It is a FACT, Mr. Rose's entire statement runs counter to the Summons and Complaint filed by his legal counsel on 09/10/2021 in North Charleston Magistrate Court Area 3, where he wrote in his complaint "DEFENDANT HAS NOT MISSED ANY INSTALLMENTS". (See Exhibit 4 and Exhibit 9).
- III. It is the belief of the Plaintiff, (Rhodes) Judge McCoy erred in failing to review this case and failed to conduct any investigation into fact finding statements provided to the court by the Defendants Legal Counsel, had she done this she would have found legal malpractice and Unfair Trade Practices actions pursuant to Rule 12 (b)(6), SCRCP?IV.
- IV. It is the belief of the Plaintiff that the Judge erred in not accepting motions and filings submitted to the court by the Plaintiff to support her Motion to Dismiss at the hearing on 01/18/2023 in violation of Rule 6(D), SCRCP?

CONCLUSION

For the foregoing reasons, Plaintiff, Shanna Rhodes respectfully request the SC Court of Appeals grant relief as a matter of law.


May 24, 2023

Shanna Rhodes
P.O. Box 1194 Cumming, GA
30028 Phone: (386) 281-9876
Rhodes.Shanna@gmail.com
Pro Se

cc; Andrew McDonald
P.O. Box 999 Charleston, SC
29402 (843) 722-3400
andrew.walden@wbd-us.com
Attorney for Defendant

Shanna Rhodes
P. O. Box 1194
Cumming, GA 30028

CERTIFIED MAIL



9589 0710 5270 1062 3151 60



RDC 04



29211

U.S. POSTAGE PAID
PA
CUMMING, GA
30028
MAY 24, 23
AMOUNT
\$14.70
R2305P149004-20

SC Court of Appeals
Attn: Jenny Abbott Kitchings
Post Office Box 11629
Columbia, SC 29211

RECEIVED

MAY 30 2023

SC Court of Appeals

RECEIVED

MAY 30 2023

SC Court of Appeals

EXHIBIT FOUR

Rhodes vs Bullet Motors LLC – Case No. 2021-CP-08-02250

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BULLET MOTORS LLC

PLAINTIFF(S)

VS.

SHANNA DENISE RHODES

DEFENDANT(S)

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT AND COMPLAINT

(Claim & Delivery)

FILED

OCT 12 2021

BERKELEY COUNTY
CLERK OF COURT

Plaintiff, BULLET MOTORS LLC personally appearing before me, who being duly sworn, states the following:

1. The plaintiff is the owner, or is entitled to possession, of the property described below. (Give detailed description of each item):

2014 WHITE FORD FUSION, VIN NO. 3FA6P0SU3ER275736

2. The property described above is being wrongfully withheld by the defendant, SHANNA DENISE RHODES.

3. To the best knowledge of the plaintiff, the property is being withheld by the defendant because:

Defendant wrongfully believes that the car was improperly registered and is illegal to drive. Accordingly, she (1) parked the vehicle in a concealed location; (2) cancelled her insurance on the vehicle in violation of the contract of sale (see Exhibit 1); and (3) is refusing to pay the final down payment as required by the contract of sale (see Exhibit 2). Specifically, in Exhibit 3, Defendant expressly confirms that the main reason she is withholding the vehicle is because the dealership failed to register the vehicle. In response, Plaintiff has informed Defendant numerous times, in person and via the below counsel, that the dealership has 45 days to register the vehicle and/or transfer tags provided to the dealership per regulation. See Exhibit 4. In fact, the regulation explicitly recognizes the situation that Defendant found herself in when she was stopped by the police for tags still registered on another vehicle and provides the following guidance:

"South Carolina law allows owners of vehicles to transfer license plates from one vehicle to another. If a person intends to transfer a license plate from one vehicle to another vehicle, s/he may place the license plate to be transferred on the newly acquired vehicle on the date of purchase. The "Bill of Sale" for the new vehicle and a copy of the registration that corresponds to the license plate must be maintained in the new vehicle at all times to verify its date of purchase to a law enforcement officer." Exhibit 4, pg. 1-18.

Further, the regulation provides:

"A South Carolina resident who purchases a new or used vehicle must obtain a South Carolina title and registration within 45 days of purchasing the vehicle. This time limit is the same whether customers are purchasing new license plates or transferring old ones. If you choose to process the title or registration for your customer, you must deliver the title or registration to the customer within the same 45-day period." Exhibit 4, pg. 2-2.

As of the date of this filing, only 40 days have elapsed since purchase. Notwithstanding that fact, the dealership transferred the tags at the SCDMV on August 27, 2021, well within the 45 day time period to do so, as evidenced by Exhibit 5.

4. The property was not taken from the ownership or possession of the plaintiff due to any tax, fine or assessment (and if so seized, it should not have been by virtue of its exempt status).
5. The actual value of the above described property is: (Itemize and give total if more than one item involved.)

*TOTAL \$ 7,500.00**.

That this amount has been determined in the following manner, to wit:

**Although the retail sales value of this vehicle is \$15,000 or more as evidence by Exhibit 2, Plaintiff submits to the jurisdiction of the Magistrate's Court in an effort to quickly and efficiently obtain recovery of its asset.

That the Notice of Right to Cure required by Section 27-5-110 and Section 27-5-111, Code of Laws of South Carolina, 1976, as amended, has been given on -- is not required as the Defendant failed to pay the down payment, which does not bear interest and is not considered an installment payment under the Notice of Right to Cure statute. As of the date of this filing, Defendant has not yet missed an installment payment, rather she failed to fully pay the deferred down payment; therefore, the dealership is entitled to a return of its asset as provided for in Exhibit 2. Further, and as an additional reason for why the Notice of Right to Cure statute does not apply, Defendant has expressly stated that she will not remit any more payments for the vehicle, down payment or otherwise, and she is demanding a refund of her \$2,000.00, even though she breached the agreement and has had sole control and access to the vehicle since July 31, 2021.

Additionally, Plaintiff clearly explained S.C. Code Sec. 27-5-110 and the Notice of Right to Cure to Defendant at the time of purchase and informed Plaintiff that the two deferred down payment amounts of \$600 each were not installment payments and were not subject to the Notice and Right to Cure statute. Failure to pay the deferred down payments was an immediate breach of the agreement and would require a return of the vehicle to the dealership. Plaintiff will present the video evidence of this allegation at the hearing of this matter, if necessary. (is not required).

SANDRA J. CARR
Notary Public, South Carolina
My Commission Expires
February 8, 2027

DATED: 9/10/2021

Sworn to before me,
this 10th day of September, 2021

Magistrate or Notary Public for South Carolina

My Commission expires 2-8-2027

R. Andrew Wald
Plaintiff (or his attorney or agent)

FOR COURT USE ONLY
ENDORSEMENT OF DISPOSSESSION

Based upon the showing of plaintiff made by affidavit and:

(☐ "hearing held and date" or ☐ "no other")

the court hereby directs the constable to immediately take possession of the above described personal property from the defendant and to:

- ☐ retain protective possession of the personal property until otherwise instructed by the Court.
☐ deliver possession of the personal property to

IT IS SO ORDERED.

Dated: _____

Magistrate

175

COUNTY OF CHARLESTON

IN THE MAGISTRATE'S COURT

BULLET MOTORS, LLC

Plaintiff(s)

Phone No. 803-983-4669

Y

SHANNA DENISE RHODES

Defendant(s)

SUMMONS

IN

CLAIM and DELIVERY

To: SHANNA DENISE RHODES Defendant, complaint having been made to me by the Plaintiff in this action, that you are in the wrongful and unlawful possession of the personal property described in the attached Complaint and Affidavit. You are therefore required to appear before me, in my office located at

6185 Rivers Ave, Suite E

-01

a

Time

Address

Date

to answer this complaint, or judgement will be given against you by default for the possession of the said personal property or in the event possession cannot be had for the value thereof in the amount of \$ 7500 together with the cost and disbursement of this action.

DATE: _____

9/15/21

MAGISTRATE

JOANNA E. SUMMEY

[illegible]

ORDER RESTRAINING DAMAGE OR CONCEALMENT OF PROPERTY

You, _____ the defendant in this action, who, upon information and belief, has possession of the personal property describe in the attached Complaint and Affidavit, are ordered to restrain from damage, concealing, or removing from Charleston County the described property.

This order shall remain in effect until final adjudication of this action, the violation of this order shall subject you to a fine of \$100.00 or a term of imprisonment of thirty (30) days.

DATED:

9/15/21

MAGISTRATE

JOANNA E. SUMMEY

553-4003

FILED

OCT 12 2021

BERKELEY COUNTY
SUMMARY COURT

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

MAGISTRATE COURT CHARLESTON
COUNTY NORTH AREA MAGISTRATE 3
CIVIL ACTION NO.: 2021-CV-10-1401751

Bullet Motors, LLC

Plaintiff,

vs.

Shanna Rhodes

Defendant.

ORDER

This matter came before this Honorable Court as a result of Plaintiff's Application for Claim and Delivery filed this Honorable Court on September 15th, 2021.

Appearing at the hearing was the Plaintiff, Robert Rose and his attorney, Andrew Walden, and the Defendant, Shanna Rhodes who appeared Pro Se. Upon hearing testimony of the parties, arguments of counsel and reviewing the evidence provided, I make the following findings of facts and ruling:

FACTS

Defendant Shanna Rhodes purchased a car from Plaintiff, Bullet Motors LLC. Plaintiff alleges that Defendant breached the contract and failed to return the car. As a result, Plaintiff seeks the return of the car, damages, and attorney fees.

Defendant asserts that Plaintiff did not register the car; therefore, she abandoned the vehicle and requested that Plaintiff retrieve it. She alleges that the car was subsequently towed and is no longer in her possession.

RULING

The Court finds that it lacks jurisdiction to hear this matter because the property's value exceeds the jurisdictional limit of the Magistrate Court. According to Plaintiff's Exhibit 2, the balance

owed on the car is \$13,305.00. This amount exceeds the jurisdictional limit of the Charleston County Magistrate Court.

Claim and delivery is an action for the recovery of specific personal property wrongfully taken or withheld from its rightful owner, with the recovery of any damages resulting from the taking or possession of the property. Claim and delivery may not be used to recover ownership of real property but may only be used to recover goods or personal property. Actions of claim and delivery are proper in the magistrate's Court so long as the property's value to be regained does not exceed the magistrate's jurisdictional amount (\$7,500.00). If the property's value exceeds that amount, recovery of the personal property may only be had through an action in the Circuit Court.

Plaintiff failed to prove that Defendant had the car. Plaintiff stated under oath that he received an invoice from a tow company that he had previously work with. The invoice was for towing the vehicle that is the subject of this action. Plaintiff stated that his relationship with the tow company diminished because they failed to perform work promptly. He also stated that the tow yard was very close to his car dealership. The Court also noted that Plaintiff stated he spoke with two employees who verified that the car was there, but they disagreed about who called them to tow the car. There is not an undue burden for the Plaintiff to travel to the tow yard to inspect the car.

Plaintiff asserted that he did have proof that Defendant was not in possession of the car. Plaintiff did not assert that the Company and Defendant had a personal relationship that would lead to some conspiracy to defraud. The only entity to have a personal relationship with the tow company was the Plaintiff. Exhibit 9 is a copy of the impound notice that Plaintiff received.

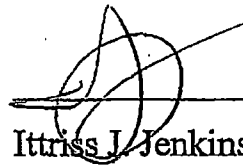
Defendant asserted that she could not have the car because it was disabled. Plaintiff replied that he could not disable the car and, therefore, her claim was not factual. Defendant entered a document into evidence entitled GPS/INTERRUPT TECHNOLOGY INSTALLATION AND USE CONSENT AND DISCLOSURE. The second paragraph of this document states:

(A starter Interrupt System will prevent your vehicle from starting in the event of your default under your contract.)

This document proved that Plaintiff did have the capacity to disarm the car. The Court is informed and believes that the car was deactivated, abandoned in the neighborhood, and towed.

For the above-stated reasons, this action is Dismissed.

IT IS SO ORDERED!

A handwritten signature in black ink, appearing to read "Ittriss J. Jenkins", is written over a horizontal line.

Charleston County Magistrate

October 6th 2021

BUY

DATE: 7/31/2021

STOCK #: 11757360

BUYER

EXHIBIT

2

Shanna Denise Rhodes
126 Savannah River Drive
SUMMERVILLE, SC 29485

HOME: 843-518-3549 CELL:
D.L./STATE ID #: 007510387
D.O.B.: 04/02/78

COUNTY: DORCHESTER

WORK:

STATE: SC EXP. DATE: 4/02/27

SELLER INFORMATION:

BULLET MOTORS
1306 ALEXANDER CIRCLE
SUMMERVILLE, SC 29486
843-499-8029
Fax: 8502016717

SALESPERSON:

VEHICLE INFORMATION:

YEAR: 2014 COLOR 1: WHITE VIN: 3FA6P0SU3ER275736 STOCK: 11757360
MAKE: FORD COLOR 2: STYLE: TITANIUM PHEV CYL: 4
MODEL: FUSION BODY: 4DR MILEAGE: 118775 TRANS: CVT

TRADE-IN INFORMATION:

YEAR: COLOR:
MAKE: MILEAGE:
MODEL: BODY:
VIN:

BALANCE OWED TO:

BALANCE OWED: \$ 0.00
ALLOWANCE: \$ 0.00

GOOD THROUGH:
QUOTED BY:

SETTLEMENT

VEHICLE PRICE	15,329.00
Closing Fee:	222.00
SUBTOTAL	15,551.00
Infrastructure Maintenance Fee:	500.00
Tag and Title Fee:	55.00
Payoff on Trade-In:	N/A
GPS Fee:	399.00
TOTAL DUE	16,505.00

INSURANCE INFORMATION:

COMPANY: Geico
AGENT:
PHONE: POLICY #: 6027092235

LIEN HOLDER INFORMATION:

COMPANY: BULLET MOTORS
STREET: 1306 ALEXANDER CIRCLE
CITY, STATE, ZIP: SUMMERVILLE, SC 29486

REMARKS:

BUYER AGREES THERE IS NOT ANY IMPLIED WARRANTY BY
BULLET MOTORS AS SELLER

WARRANTY DISCLAIMER:

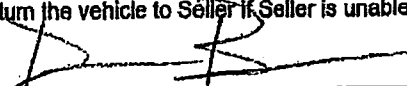
Unless Seller provides a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is being sold "AS IS - WITH ALL FAULTS" and Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This disclaimer does not affect any warranties by the vehicle manufacturer. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle and the related products and services.

TRADE-IN ALLOWANCE	N/A
DEPOSIT	800.00
DOWN PAYMENT	1,200.00
DEFERRED DOWN PAYMENT	1,200.00
TOTAL CREDIT	3,200.00
☐ Cash ☒ Finance	BALANCE DUE 13,305.00

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Buyer hereby declares that they are of legal age to transact business and that no unfair inducement has been made by Seller. This agreement and the related documents that Buyer signs contemporaneously with this agreement, including any retail installment contract, contain the entire agreement between Buyer and Seller and cancels and supersedes any prior agreement including oral agreements relating to the sale of the motor vehicle. Any change to this agreement must be in writing and Seller must sign it. If Buyer has executed a conditional delivery agreement in connection with this sale, Buyer acknowledges and agrees that Buyer may have to return the vehicle to Seller if Seller is unable to assign the retail installment contract under its original terms to a third-party financing institution.

X  7/31/21
Accepted by Authorized Representative of Seller Date

X  7/31/21
Buyer Date

X N/A
Co-Buyer Date

CONTRACT DATE: 07/31/2021

RETAIL INSTALLMENT CONTRACT

FZ-SC-RIC-SI

ACCOUNT #: 11757360

SIMPLE INTEREST

Buyer Name and Address

Shanna Denise Rhodes
126 Savannah River Drive
SUMMERVILLE, SC 29485
County: DORCHESTER

Co-Buyer Name and Address

Seller Name and Address

BULLET MOTORS
1306 ALEXANDER CIRCLE
SUMMERVILLE, SC 29486
County: Berkeley

In this contract, "you" and "your" refer to the Buyer or Buyers signing below. "Seller," "we" and "us" refer to the seller shown above. "Holder" is the Seller, or, if this contract has been assigned, the party who has been assigned this contract. "Vehicle" refers to the vehicle described below. "Buyer," "you" and "your" shall include the plural. You promise to pay to the order of the Holder (at its office or at such other place as the Holder may designate and instruct you) the Amount Financed and the Finance Charge (see below) as outlined in the schedule of payments below and as described in this contract.

New/Used	Year	Make	Model	Vehicle Identification Number	Mileage	☒ Personal, Family or Household Use ☐ Business Use
Used	2014	FORD	FUSION	3FA6P0SU3ER275736	118775	

Description of Trade-In(s): N/A

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE THE COST OF YOUR CREDIT AS A YEARLY RATE.	FINANCE CHARGE THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.	AMOUNT FINANCED THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF.	TOTAL OF PAYMENTS THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED.	TOTAL SALE PRICE THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN PAYMENT OF
36.95 %	\$ 8,226.72	\$ 13,305.00	\$ 22,731.72	\$ 3,200.00 IS \$ 24,731.72

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments are Due
69 1	\$ 312.00 \$ 372	BI-WEEKLY beginning September 10, 2021 due every other Friday May 3, 2024

Plus 2 deferred down payments of \$600.00 each on 8/13/21, 8/27/21

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$ 8.40. The charge will not exceed \$ 21.00. If you bought the vehicle primarily for personal, family, or household use, the maximum and minimum late charge dollar amounts may change by operation of law pursuant to §37-1-109 and §37-2-203 of the South Carolina Consumer Protection Code. We may charge the maximum amount allowed by law at the time the late charge is imposed.

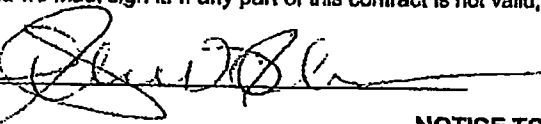
Prepayment: If you pay off all or any part of your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, our right to accelerate the maturity of this obligation, any required repayment in full before the scheduled date, prepayment refunds and penalties, and our security interest.

HOW THIS CONTRACT CAN BE CHANGED. This contract and the related documents that you sign contemporaneously with this contract contain the entire agreement between you and us relating to the sale and financing of the motor vehicle. Any change to this contract must be in writing and we must sign it. If any part of this contract is not valid, all other parts stay valid.

Buyer Signs X



Co-Buyer Signs X

N/A

NOTICE TO BUYER

- a) Do not sign this contract before you read it or if it contains any blank spaces.
b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Signed, sealed and delivered by the Buyer, who hereby acknowledges receipt of a completed copy of this contract and agrees to its terms.

Buyer Signs X



Date 07/31/2021

Co-Buyer Signs X

N/A

Date

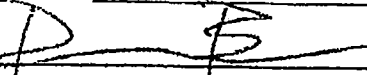
Buyers and Other Owners - A buyer (including a co-buyer) is a person who is responsible for paying the entire debt. An "other owner" is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X

Date

Address

Seller Signs X



Date 07/31/2021

Printed Name

Dawn Blair

Title

Finance

This contract consists of 4 pages. Be sure to initial pages 2 through 4 as indicated.

INSURANCE: CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. WE MAY RETAIN OR RECEIVE A PORTION OF THIS AMOUNT.

TYPE OF CREDIT INSURANCE	ORIGINAL TERM	COST FOR THE ORIGINAL TERM
☐ CREDIT LIFE	N/A	N/A
☐ CREDIT DISABILITY	N/A	N/A

CHOICE OF COVERAGE AS SPECIFIED IS ACKNOWLEDGED BY BUYER'S SIGNATURE

Buyer Signs ☒ N/A

Date N/A Date of Birth N/A

Co-Buyer Signs ☒ N/A

Date N/A Date of Birth N/A

☐ IF CHECKED, THE TERM OF THE OPTIONAL CREDIT INSURANCE IS LESS THAN THE TERM OF THIS CONTRACT, AS DESCRIBED ABOVE.

Signature X N/A

COMPREHENSIVE AND COLLISION INSURANCE IS REQUIRED: You may obtain or provide through an existing policy, or a policy you independently obtain and pay for, the required insurance through any duly licensed agent or broker, subject to our right to refuse to accept an insurer you offer for reasonable cause.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT PROVIDED UNDER THIS CONTRACT.

EXTENDED SERVICE CONTRACT. An Extended Service Contract is optional. An Extended Service Contract is not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost, if you agree to buy an Extended Service Contract, the charge is shown below and in the Itemization of Amount Financed. Your Extended Service Contract is a part of this contract. See your Extended Service Contract for details on the protection it provides.

N/A

Name of Extended Service Contract

Price: \$ N/A Term: N/A

You want to purchase the optional Extended Service Contract:

☒ N/A N/A

Signature of Buyer Requesting Coverage Date

☒ N/A N/A

Signature of Co-Buyer Requesting Coverage Date

OPTIONAL GAP WAIVER (DEBT CANCELLATION AGREEMENT). A Guaranteed Asset Protection ("GAP") or Debt Cancellation Agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost. If you agree to buy a GAP Waiver, the charge is shown below and in the Itemization of Amount Financed. Your GAP Waiver Agreement is a part of this contract. See your GAP Waiver Agreement for details on the protection it provides.

N/A

Name/Type of GAP Waiver Agreement

Price: \$ N/A Term: N/A

You want to purchase the Optional GAP Waiver:

☒ N/A N/A

Signature of Buyer Requesting Coverage Date

☒ N/A N/A

Signature of Co-Buyer Requesting Coverage Date

ITEMIZATION OF AMOUNT FINANCED

(1) CASH PRICE

a. Vehicle 15,329.00

b. To Seller for Closing Fee 222.00

c. N/A N/A

CASH PRICE [(a)+(b)+(c)] 15,551.00 (1)

(2) DOWN PAYMENT

d. Cash Down payment 2,000.00

e. Deferred Down payment** 1,200.00

Net Trade In Allowance

Gross Trade In N/A

Less Payoff N/A

f. Net Trade In N/A

TOTAL DOWN PAYMENT [(d)+(e)+(f)] 3,200.00 (2)

If Total Down Payment is negative enter \$0.00 and insert that amount on (4)r below

(3) UNPAID BALANCE OF CASH PRICE [(1)-(2)] 12,351.00 (3)

(4) OTHER CHARGES INCLUDING AMOUNTS PAID TO OTHERS ON YOUR BEHALF

g. Official Fees to Government Agencies 55.00

h. Infrastructure Maintenance Fee 500.00

i. To Insurance Company for Credit Life Premium* N/A

j. To Insurance Company for Credit Disability Premium* N/A

k. To N/A for Extended Service Contract* N/A

l. GPS Fee* 399.00

m. N/A N/A

n. N/A N/A

o. N/A N/A

p. N/A N/A

q. N/A N/A

r. N/A N/A

TOTAL OTHER CHARGES AND AMOUNTS PAID TO OTHERS ON YOUR BEHALF 954.00 (4)

[(g)+(h)+(i)+(j)+(k)+(l)+(m)+(n)+(o)+(p)+(q)+(r)]

(5) AMOUNT FINANCED (Principal Balance) [(3)+(4)] 13,305.00 (5)

*Seller May Retain A Portion of These Amounts

**You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

Initials RC / N/A / DCB Page 2 of 4 (of document 426128)

ADDITIONAL TERMS AND CONDITIONS

☐ VENDOR'S SINGLE INTEREST (VSI) INSURANCE.

If the preceding box is checked, you are required to purchase VSI Insurance as part of this sale. VSI Insurance is for the sole protection of the Holder against loss of or damage to the vehicle. You may purchase VSI Insurance through any insurance company or agency you choose who is reasonably acceptable to us. If you have chosen to purchase the required VSI through us, the cost of the VSI coverage you are purchasing as part of this contract is reflected in the Itemization of Amount Financed. The coverage is for the initial term of the contract. Any insurer issuing VSI Insurance waives its rights of subrogation against the Buyer.

X _____ N/A _____ X _____ N/A _____
Buyer Co-Buyer

INSURANCE YOU MUST HAVE ON THE VEHICLE. You must keep the vehicle insured against damage or loss ("Property Insurance") until you have paid all that you owe under this contract. You will provide coverage in the amount of the vehicle's actual cash value less a maximum deductible of \$ 500. You may purchase, or provide through an existing policy, the Property Insurance through anyone you choose who is reasonably acceptable to us. Each policy you get must provide that the insurance company will give us at least 10 days' written notice before the policy is canceled. You must name us as the person to be paid under the policy in the event of damage or loss. If the vehicle is damaged or lost, at our option, we can use the insurance proceeds to replace or repair it or to repay any amounts you owe under this contract.

If you do not obtain and maintain the insurance required by this contract and do not continue to provide satisfactory proof of insurance, we will consider this contract in default. We may, at our option, repossess the vehicle, purchase insurance at your expense, or pursue any other remedy provided for in this contract. The insurance we purchase may either cover both our interest and your interest or our interest only. Any coverage we buy will pay claims to us for physical damage to the vehicle. Such coverage will not include insurance for other property damage or for liability for bodily injury, and will not meet the requirement for proof of financial responsibility under South Carolina law. The charges for insurance we obtain may be substantially higher than the charges you would pay if you bought the insurance you are required by this contract to have on the vehicle yourself. We will tell you which type of insurance we purchase and the charge to you. The charge for the insurance will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown in this contract or, at our option, the highest rate the law permits.

You will deliver to us an insurance policy meeting the requirements listed above to be issued by

Insurance Company: Geico

Agent: _____

ACKNOWLEDGEMENT OF PROPERTY INSURANCE TO BE FINANCED. If we finance the Property Insurance you are required by this contract to have, the following applies:

Name of Insurer: N/A

Term of Insurance: N/A

Premium: N/A

You agree that the premium for the above-described insurance will be included in the Amount Financed under this contract.

X _____ N/A _____ (Buyer)

X _____ N/A _____ (Co-Buyer)

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

FINANCE CHARGE AND PAYMENTS. We will compute your Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. We based the Finance Charge, Total of Payments and the Total Sale Price shown in this contract on the assumption that you will make each payment in the amount due and on the date due. These amounts will be more if you pay late and less if you pay early. These changes may take the form of a larger or smaller last payment or, if we choose, additional payments of the same amount as your scheduled payments with a smaller final payment. We will notify you about these changes before your final scheduled payment is due.

PREPAYMENT. You may prepay all or any part of the debt that you owe under this contract at any time without penalty. If you do, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the prepayment date.

APPLYING PAYMENTS. We may apply your payments to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe us in any order we choose, as permitted by applicable law.

OWNERSHIP AND RISK OF LOSS. You agree to pay us all amounts owed under this contract, regardless of whether the vehicle is damaged, destroyed or missing. You agree not to transfer any interest in the vehicle or this contract without our written permission. You agree to keep the vehicle in good order and repair, allowing for ordinary wear and tear. You will make sure our security interest on the vehicle is shown on the title. If we pay any repairs, storage, taxes, fines or other charges, you agree to repay us.

SECURITY INTEREST. You give us a security interest in the vehicle; any money or goods received (proceeds) for the vehicle; any accessories, equipment, modifications, or replacement parts installed in the vehicle; any insurance premiums and charges for service contracts returned to us; and any proceeds of service contracts or insurance policies on your life or health which are financed in this contract. This security interest secures all amounts you owe, and all of your other obligations, under this contract, as it may be amended from time to time.

LATE CHARGE. You will pay a late charge on each late payment as shown in the Federal Truth in Lending Disclosures on the first page.

DEFAULT. Your failure to pay any installment when due will be considered a default. If you bought the vehicle primarily for personal, family, or household use, we will treat the following events as defaults if they significantly impair the prospect of payment, performance, or realization of the collateral: your failure to perform or breach of any section of this contract; your failure to obtain and maintain the insurance required by this contract; any misstatement or misrepresentation by you relied on by us; you become insolvent; any judgment is entered against you; the vehicle is transferred without our written consent, or seized under any legal process. If you default, we can demand that you immediately pay all that you owe after we have given you any notice and opportunity to cure the default that the law requires. We may repossess the vehicle; take any reasonable measures to correct the default, or save us from loss; or pursue any other remedy permitted by law in recovering the full remaining amount due. You will pay the reasonable costs and expenses of these measures, to the extent the law allows.

REPOSSESSION. If you are in default, we may take the vehicle from you if we may do so without the use of force or other breach of the peace. We may repossess the vehicle by any means including entering your property, or the property where it is stored, unless that property is a dwelling used as a current residence. Personal property found in the vehicle will be stored at your expense, unless prohibited by law, and will be returned to you if you identify it within a reasonable amount of time. We will dispose of such property after we have given you any notice and time to recover it that the law requires. However, we will keep any vehicle accessories, equipment, modifications, or replacement parts.

Initials 26 / N/A / 158 Page 3 of 4 (of document 426128)
Buyer Co-Buyer Seller

ADDITIONAL TERMS AND CONDITIONS

RETURN OF THE VEHICLE TO YOU. If we repossess the vehicle you have the right to get it back (redeem). In order to get the vehicle back, you must pay all amounts owed, not just past due amounts, including our expenses. We will tell you how much you have to pay to redeem the vehicle. Your right to redeem ends when the motor vehicle is sold, or we have entered into a contract for sale, or accepted the vehicle as full or partial satisfaction of the contract, as the law allows.

RE-SALE OF VEHICLE. Once your vehicle has been repossessed, we will send you notice of the re-sale at least 10 days in advance. Once your vehicle is sold, the proceeds will be credited to your account after reasonable expenses for retaking, holding, preparing for sale, processing and selling the vehicle, plus attorney's fees and court costs the law permits, are paid. Any surplus after applying the proceeds to your account will be returned to you unless we are required by law to pay the proceeds to another person. You must pay any deficiency in your account after the proceeds of sale are applied, unless the law provides otherwise. Any deficiency that you do not satisfy upon our demand will bear interest at the maximum Annual Percentage Rate allowed by law.

COLLECTION COSTS. If you are in default and we demand full payment, you agree to pay us interest on the amount you owe at the Annual Percentage Rate shown in this contract. If we hire an attorney who is not our salaried employee to enforce this contract, you will pay reasonable attorney's fees not to exceed 15% of the unpaid debt after default. You will also pay all collection costs that are permitted by law and all court costs associated with the collection.

WHO IS BOUND. This contract is binding upon the parties, their heirs, executors, personal representatives, and/or successors and assigns.

TRANSFER OF RIGHTS. We may transfer this contract to another person. That person will then have all of our rights, privileges, and remedies.

JOINT LIABILITY. All persons who sign this contract as Buyers are jointly and severally liable. We may enforce or release our rights entirely with respect to one Buyer without affecting our rights as to any other Buyer.

GOVERNING LAW. Federal and South Carolina law apply to this contract.

NO WAIVER. We can delay or refrain from enforcing any of our rights under this contract without losing them.

INTERPRETATION. If for any reason any section of this contract is deemed invalid, all other sections will remain enforceable.

TELEPHONE MONITORING AND CALLING. You agree that we may monitor and record telephone calls regarding your account to assure the quality of our service. In addition and subject to applicable law, in connection with servicing your account and/or collecting amounts you may owe, you expressly consent that we may call you and send text messages to you using prerecorded/artificial voice messages or an automatic dialing device. We may do so using any telephone number you provide to us, including a cellular phone, which may result in charges to you.

RETURNED CHECK CHARGE. To the extent permitted by applicable law, you agree to pay a charge of \$30 for the return of any unpaid or dishonored check, draft, order or electronic payment. "Check" includes a bank check or any other instrument that you use to make any payment under this contract.

CHANGE OF ADDRESS. You agree to notify us immediately of a permanent change of address.

WARRANTIES SELLER DISCLAIMS. Unless we make a written warranty, or enter into a service contract within 90 days from the date of this contract, we make no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the manufacturer may offer.

ACKNOWLEDGEMENT OF PURCHASE OF VEHICLE CONTAINING GPS TRACKING DEVICE AND/OR STARTER INTERRUPT DEVICE AS CONDITION OF SALE.

☐ The vehicle is equipped with a GPS tracking device.
☐ The vehicle is equipped with a starter interrupt GPS tracking device. You understand and agree that this device is also a payment guarantee device and if you do not make all payments as required under this contract, THIS DEVICE WILL PREVENT THE VEHICLE FROM BEING STARTED.

If one of the above boxes is checked, you understand that we have placed a tracking device on the vehicle as indicated by the checkbox, and you agree to the placement of the tracking device as a condition of sale. You agree that we may use this device to find the vehicle. You agree to sign all disclosure forms describing the device, and further understand and agree that these forms are a part of this Contract and are incorporated herein as though fully set forth in this Contract.

USED CAR BUYERS GUIDE: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Note: The following notice applies only to the extent the vehicle is to be used primarily for personal, family or household use.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT: By signing below, Seller hereby sells and assigns all right, title and interest in this contract to _____ ("Assignee") in accordance with and under the terms and conditions of a separate agreement between Seller and Assignee.

☐ Assigned with recourse

☐ Assigned without recourse

☐ Assigned with limited recourse

Seller _____

By _____

Title _____

Initials TS / N/A / DSB Page 4 of 4 (of document 426128)

Buyer Co-Buyer Seller

EXHIBIT

Palmetto Hookers Towing & Roadside

1590 state rd, summerville SC 29486

Phone: (843) 761-1620

Impound Invoice

Printed 9/30/2021

Call # 1115
Stock # 9099027
Account (No Account Specified)
Date/Time Impounded: 9/24/2021 12:00 AM

Reason for Impound Abandoned Vehicle
VIN Number 3FA6P0SU3ER275736
Model 2014 Ford Fusion Energi (White)
Drivable No
Keys No
Towed from Savannah River Dr, Summerville, SC 29485, USA
Stored at P.H.T Secondary Lot
2101 meeting street rd, North Charleston south carolina
29418

Storage charges	Quantity	Price	Line Total
(Storage - Storage Fees) Impounds/Storage: Daily Impound Rate	7	\$37.00	\$259.00
Towing charges	Quantity	Price	Line Total
(Towing) Admin Fee	1	\$100.00	\$100.00
(Towing) Dollies	1	\$100.00	\$100.00
(Towing) Tow/Hook Fee	1	\$250.00	\$250.00
Towing Subtotal			\$450.00
Storage - Storage Fees Subtotal			\$259.00
Subtotal			\$709.00
Taxes			\$0.00
Grand Total			\$709.00
Amount Due:			\$709.00

Palmetto Hookers Towing & Roadside appreciates your business; if you have any questions regarding this invoice, please contact us at 843-761-1620.

Signature: _____ Date: _____

USDOT: 3011140

GPS/STARTER INTERRUPT TECHNOLOGY INSTALLATION AND USE CONSENT AND DISCLOSURE

This GPS/Starter Interrupt Technology Installation and Use Consent and Disclosure ("Agreement") is entered into on this 31ST day of JULY, 2021, between Shanna Denise Rhodes and BULLET MOTORS in connection with the signing of an installment sale contract ("Contract") to buy a 2014 FORD FUSION ("the Vehicle"). In this Agreement, "we," "us," and "our," mean the Seller and any assignee of the Seller. "You" and "your" mean the Vehicle buyer(s) named below. This Agreement is incorporated into and becomes part of the Contract.

The Vehicle is equipped with a ☐ GPS System ☐ Starter Interrupt System ☒ GPS and Starter Interrupt System (collectively, the "System").

- A GPS System tracks the location of the Vehicle during the term of the Contract and will be used to locate the Vehicle in the event of default under your Contract.
- A Starter Interrupt System will prevent your Vehicle from starting in the event of your default under your Contract.

You understand and agree as follows:

- You agree and consent to the installation of the System in the Vehicle. You understand that you may be able to buy a Vehicle without a System somewhere else. You agree that the installation and use of the System in the Vehicle is material condition for us to finance your purchase of the Vehicle. You agree to finance the Vehicle with us with the System.
- You understand that the System belongs to us. You agree not to tamper with, alter, disconnect, or remove the System from the Vehicle. When you have paid all that you owe us, we will remove the System at no cost to you.
- If the Vehicle is equipped with a GPS System, you understand and agree that the System can be used to locate the Vehicle during the term of the Contract and in the event of default and repossession. You waive any right to privacy you may have as to the location of the Vehicle.
- If the Vehicle is equipped with a Starter Interrupt System, you understand and agree that if you are in default under the Contract, the Vehicle's starter will be disabled. We will provide you with any notice required by law before we disable your Vehicle. If your Vehicle is disabled you may only restart the Vehicle if you have an override code or after you have cured your default. If you do not cure your default, we may take the Vehicle as the law allows.
- You agree that you are solely responsible for any and all expenses, including, but not limited to, parking costs, parking tickets, towing and storage charges, and damage to the Vehicle, if, at the time of disablement, your Vehicle is located at a parking meter, in a parking garage, or in a place which causes the Vehicle to incur such charges.
- You acknowledge and understand that the System may be equipped with technology that emits an electronic sound to remind you of an upcoming payment, warn you that a payment is late, or let you know if you are otherwise in default under your Contract.
- If the Vehicle is equipped with a Starter Interrupt System, we will give you _____ override code(s) to be used during the term of the Contract in the event your vehicle is disabled, and you need to restart the Vehicle. An override code is effective for _____ hours from the time it is used.

By signing below, you acknowledge that you have read the entire Agreement and understand its terms. You consent to the installation and use of the System, as described above. We will give you a copy of this Agreement when you sign it.

X  7/31/2021
Buyer: Shanna Denise Rhodes Date

X _____
Co-Buyer: Date

X  7/31/2021
Accepted by Authorized Representative of Seller Date

By: _____



Charleston County
Summary (Magistrate) Court Case
Details
Public Index

[Charleston County Home Page](#) [Clerk of Court Home Page](#) [Magistrates Court](#) [SC Judicial Home Page](#) [Search Tips](#)

Switch View

Bullett Motors, Llc VS Shanna Rhodes

Case Number:	2021CV1011401751	Court Agency:	North Area 3 Magistrate	Filed Date:	09/15/2021
Case Type:	Civil	Case Sub Type:	Claim & Delivery	File Type:	
Status:	Dismissed	Assigned Judge:	Summey, Joanna Elizabeth		
Disposition:	Dismissed without Prejudice	Disposition Date:	10/06/2021	Disposition Judge:	Summey, Joanna Elizabeth
Original Source Doc:		Original Case #:			
Judgment Number:	2021CV1011401751	Court Roster:			

[Case Parties](#) [Judgments](#) [Tax Map Information](#) [Associated Cases](#) [Actions](#) [Financials](#)

Click the  icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Bullett Motors, Llc	1306 Alexander Cir Summerville SC 29486				Plaintiff		10/06/2021
Rhodes, Shanna	126 Savannah Rivers Drive Summerville SC 29485				Defendant		10/06/2021



Charleston County
Summary (Magistrate) Court Case
Details
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Switch View

Bullett Motors, Llc VS Shanna Rhodes

Case Number:	2021CV1011401751	Court Agency:	North Area 3 Magistrate	Filed Date:	09/15/2021
Case Type:	Civil	Case Sub Type:	Claim & Delivery	File Type:	
Status:	Dismissed	Assigned Judge:	Summey, Joanna Elizabeth		
Disposition:	Dismissed without Prejudice	Disposition Date:	10/06/2021	Disposition Judge:	Summey, Joanna Elizabeth
Original Source Doc:		Original Case #:			
Judgment Number:	2021CV1011401751	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Bullett Motors, Llc	Civil Court	Event		10/05/2021-11:00	10/06/2021-16:30	
Bullett Motors, Llc	Civil Court (no summons)	Event		09/28/2021-11:00	09/28/2021-16:30	
Bullett Motors, Llc	Archived Court Summons	Filing		09/28/2021-00:00	10/06/2021-00:00	
Bullett Motors, Llc	Service/Affidavit Of Service	Filing		09/16/2021-09:44	10/06/2021-09:44	
Bullett Motors, Llc	Claim & Delivery	Filing		09/15/2021-16:16	10/06/2021-16:16	
Bullett Motors, Llc	Claim & Delivery Documents	Filing		09/15/2021-10:47	10/06/2021-10:47	
Bullett Motors, Llc	RTV \$40.00	Action		09/15/2021-10:45	10/06/2021-10:45	
Bullett Motors, Llc	Archived Summons S/C C/D	Filing		09/15/2021-00:00	10/06/2021-00:00	

BULLET MOTORS
1306 ALEXANDER CIRCLE
SUMMERVILLE, SC 29486
843-499-8029

10/08/21

Shanna Rhodes
126 Savannah River Drive
SUMMERVILLE, SC 29485

Received via
us mail
Oct 15th 2021
Responded on
10/15/2021 to
Attorney for
Bullet
Motors

Attn: Shanna,

We have your vehicle, as follows: 14 FORD FUSION because you failed to comply with the terms of our sales agreement. We plan to sell this vehicle. You can get this vehicle back before we sell it by paying the entire amount you owe (not just the past due payments) including our expenses incurred in the repossession process. This amount is currently 24,018.56, but may go up if our expenses go up.

If you want to know how we arrived at the above amount you may call us at 843-499-8029 or write us at the above address to request a written explanation.

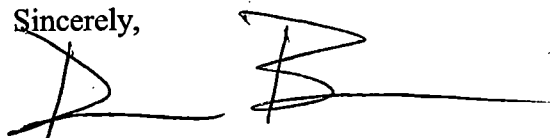
If you do not redeem this vehicle we will sell this vehicle. You have the right to demand a public sale. If you do not notify us that you demand a public sale then we will sell the vehicle at a private sale. We may sell this vehicle as soon as 10 days from the date of this notice.

The money we get from selling your vehicle (after paying our expenses) will reduce the amount you owe. If we get less money than you owe you X will will not owe us the difference. If we get more money than you owe you will get the extra money, unless we must pay it to someone else.

If you need more information about the sale call us at 843-499-8029 or write to us at the address listed above.

We are also sending this to the following other people (if any) who have an interest in this vehicle or who owe money under your agreement.

Sincerely,



BULLET MOTORS

View Dealer Violation History

Below is a dealer's history of any violations it's received over the past ten years. Help tips can be found on the View Dealer License Information webpage (<http://scdmvonline.com/Business-Customers/Dealers/View-Dealer-License-Information>) to assist in understanding and interpreting the below violations.

Dealer Information

Dealer No:

37612

Dealer Name:

BULLET MOTORS LLC

Dealer Address:

1306 ALEXANDER CIR SUMMERVILLE SC 29483

License Information

License Status:

ACTIVE

Date of Last Activity:

11/19/2019

License Type:

DEALER

License Issue Date:

3/9/2021

License Expiration Date:

3/31/2022

Points Accrued

Total Points:

0

Violation ID	Complaint No	Statute Law	Violation	Points	Sanction Date
988	DLA-2	56-15-340(c)	Records not available upon demand of the Department	0	6/1/2016 12:00:00 AM

Showing 1 to 1 of 1 entries

[Menu](#)

Public Information

BUSINESS PROFILE

Bullet Motors

1306 ALEXander Circle
Summerville, SC 29486

Associated Complaints

Complaint Date	Complaint Summary	Complaint Category	Status Type	Status
6/2/2021	Deposit paid on vehicle non-delivery of vehicle seek to be refunded.	VE09 Used Motor Vehicles	Satisfied – Adequate Business Response	Closed
5/14/2019	Mechanical issues seek proper repair	VE09 Used Motor Vehicles	Satisfied – Adequate Business Response	Closed
9/23/2016	Vehicle not as promised/advertised	VE09 Used Motor Vehicles	Satisfied – Adequate Business Response	Closed

[Menu](#)

Public Information

COMPLAINT SUMMARY

Complaint Details

Business Information: Bullet Motors
1306 ALEXander Circle

Summerville, SC 29486
(843) 499-8029

Complaint #: C16-02909

Date Filed: 9/23/2016

Date Closed: 3/1/2017

Status: Closed

Status Type: Satisfied – Adequate Business Response

Additional Notes: None

Complaint Summary

Vehicle not as promised/advertised

Menu

Public Information

COMPLAINT SUMMARY

Complaint Details

Business Information: Bullet Motors
1306 ALEXander Circle

Summerville, SC 29486
(843) 499-8029

Complaint #: C19-01213

Date Filed: 5/14/2019

Date Closed: 7/8/2019

Status: Closed

Status Type: Satisfied – Adequate Business Response

Additional Notes: None

Complaint Summary

Mechanical issues seek proper repair

Menu

Public Information

COMPLAINT SUMMARY

Complaint Details

Business Information: Bullet Motors
1306 ALEXander Circle

Summerville, SC 29486
(843) 499-8029

Complaint #: C21-01610

Date Filed: 6/2/2021

Date Closed: 6/9/2021

Status: Closed

Status Type: Satisfied – Adequate Business Response

Additional Notes: None

Complaint Summary

Deposit paid on vehicle non-delivery of vehicle seek to be refunded.

**Vehicle History Report™****2014 FORD FUSION
ENERGI TITANIUM**

VIN: 3FA6P0SU3ER275736
 SEDAN 4 DR
 2.0L I4 F DOHC 16V
 HYBRID
 FRONT WHEEL DRIVE
 Original Window Sticker

☒ No accidents or damage reported to CARFAX

31 Service history records

At least 1 open recall

3 Previous owners

Personal vehicle

118,775 Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 5/23/23 at 5:37:00 PM (CDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

**Ownership History**

The number of owners is estimated

Owner 1**Owner 2****Owner 3**

Year purchased

2014

2019

2021

Type of owner

Personal

Personal

Personal

Estimated length of ownership

5 yrs. 1 mo.

1 yr. 11 mo.

1 yr. 8 mo.

Owned in the following states/provinces

Georgia

Georgia,
South
Carolina

South
Carolina

Estimated miles driven per year

15,218/yr

20,337/yr

Last reported odometer reading

78,308

118,775

**Title History**

CARFAX guarantees the information in this section

Owner 1**Owner 2****Owner 3****Damage Brands**

Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon



Guaranteed
No
Problem



Guaranteed
No
Problem



Guaranteed
No
Problem

Odometer Brands

Not Actual Mileage | Exceeds Mechanical Limits



Guaranteed
No Problem



Guaranteed
No Problem



Guaranteed
No Problem



GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back.
View Terms | View Certificate



Additional History

Not all accidents / issues are reported to CARFAX

Owner 1

Owner 2

Owner 3

Total Loss

No total loss reported to CARFAX.



No Issues Reported



No Issues Reported



No Issues Reported

Structural Damage

No structural damage reported to CARFAX.



No Issues Reported



No Issues Reported



No Issues Reported

Airbag Deployment

No airbag deployment reported to CARFAX.



No Issues Reported



No Issues Reported



No Issues Reported

Odometer Check

No indication of an odometer rollback.



No Issues Indicated



No Issues Indicated



No Issues Indicated

Accident / Damage

No accidents or damage reported to CARFAX.



No Issues Reported



No Issues Reported



No Issues Reported

Manufacturer Recall

At least 1 manufacturer recall requires service. Locate an authorized Ford or Lincoln Mercury dealer or call 866-436-7332 to obtain more information about this recall.



No Recalls Reported

Recall Reported

Recall Reported

Basic Warranty

Original warranty estimated to have expired.

Warranty Expired

Warranty Expired

Warranty Expired



Detailed History



Owner 1

Purchased: 2014

Personal Vehicle
15,218 mi/yr

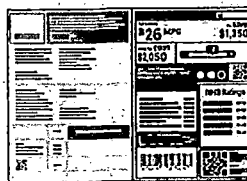
Date

Mileage Source

Comments

02/15/2014

Ford Motor Company

Vehicle manufactured and shipped to original dealer

Original Window Sticker

02/28/2014 2

Thoroughbred Ford
Kansas City, MO
816-505-1818**Vehicle serviced**

Pre-delivery inspection completed

★ 4.3 / 5.0

185 Verified Reviews

♥ 89 Customer Favorites

03/12/2014

Dealer Inventory

Vehicle offered for sale

03/13/2014

Dealer Inventory

Vehicle offered for sale

04/12/2014

Bob Allen Ford
Overland Park, KS
913-381-3000**Vehicle serviced**

Seatbelt assembly replaced

★ 4.6 / 5.0

516 Verified Reviews

♥ 5,314 Customer Favorites

05/24/2014

Georgia
Motor Vehicle Dept.**Vehicle purchase reported**

Titled or registered as personal vehicle

05/29/2014

Bob Allen Ford
Overland Park, KS
913-381-3000**Vehicle serviced**

Fabric protection applied

★ 4.6 / 5.0

516 Verified Reviews

♥ 5,314 Customer Favorites

06/12/2014 80

Georgia
Motor Vehicle Dept.
Moultrie, GA**Title issued or updated**

Title or registration issued

First owner reported

Loan or lien reported

Vehicle color noted as White

01/17/2015 10,115 Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603
★ 4.9 / 5.0
61 Verified Reviews
♥ 456 Customer Favorites

 **Vehicle serviced**
Maintenance inspection completed
Recommended maintenance
performed
Oil and filter changed
Battery/charging system checked
Tires rotated

05/12/2015 Georgia
Motor Vehicle Dept.
Moultrie, GA

Registration issued or renewed
Loan or lien reported
Vehicle color noted as White

06/29/2015 19,691 Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603
★ 4.9 / 5.0
61 Verified Reviews
♥ 456 Customer Favorites

 **Vehicle serviced**
Maintenance inspection completed
Evaporative emissions vent purge
valve replaced

07/14/2015 20,139 Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603
★ 4.9 / 5.0
61 Verified Reviews
♥ 456 Customer Favorites

 **Vehicle serviced**
Maintenance inspection completed
Alignment checked
Oil and filter changed
Fluids checked

09/14/2015 24,015 Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603
★ 4.9 / 5.0
61 Verified Reviews
♥ 456 Customer Favorites

 **Vehicle serviced**
Tire repaired

12/16/2015 26,023 Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603
★ 4.9 / 5.0
61 Verified Reviews
♥ 456 Customer Favorites

 **Vehicle serviced**

01/29/2016 27,591

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

**Vehicle serviced**

04/05/2016 30,652

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

**Vehicle serviced**

Maintenance inspection completed
Recommended maintenance
performed
Oil and filter changed
Fluids checked
Alignment checked

05/04/2016

Georgia
Motor Vehicle Dept.
Moultrie, GA

Registration issued or renewed

Loan or lien reported
Vehicle color noted as White

10/17/2016 40,134

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

**Vehicle serviced**

Maintenance inspection completed
Recommended maintenance
performed
Battery/charging system checked
Tires rotated
Oil and filter changed
Alignment checked

10/27/2016 40,468

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

**Vehicle serviced**

03/06/2017 45,058

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

**Vehicle serviced**

04/05/2017 45,747

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

**Vehicle serviced**Maintenance inspection completed
Alignment checked
Four tires balanced
Four tires mounted
Tire condition and pressure checked

05/24/2017

Georgia
Motor Vehicle Dept.
Moultrie, GA**Registration issued or renewed**Loan or lien reported
Vehicle color noted as White

06/21/2017 49,581

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

**Vehicle serviced**Maintenance inspection completed
Alignment checked
Oil and filter changed
Battery/charging system checked
Tires rotated

08/31/2017 51,661

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

**Vehicle serviced**

11/17/2017

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

**Vehicle serviced**Maintenance inspection completed
Oil and filter changed
Battery/charging system checked
Tires rotated
Anti-theft/keyless remote battery replaced

03/28/2018 60,776

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

**Vehicle serviced**Maintenance inspection completed
Fluids checked
Oil and filter changed

05/10/2018 62,343 Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603
★ 4.9 / 5.0
61 Verified Reviews
♥ 456 Customer Favorites

**Vehicle serviced**

05/24/2018 Georgia
Motor Vehicle Dept.
Moultrie, GA

Registration issued or renewed

Loan or lien reported
Vehicle color noted as White

07/23/2018 64,314 Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603
★ 4.9 / 5.0
61 Verified Reviews
♥ 456 Customer Favorites

**Vehicle serviced**

Maintenance inspection completed
Battery/charging system checked
Tires rotated
Oil and filter changed

12/12/2018 69,365 Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603
★ 4.9 / 5.0
61 Verified Reviews
♥ 456 Customer Favorites

**Vehicle serviced**

Recommended maintenance
performed
Maintenance inspection completed
Oil and filter changed
Battery/charging system checked
Tires rotated
Four wheel alignment performed

02/20/2019 71,271 Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603
★ 4.9 / 5.0
61 Verified Reviews
♥ 456 Customer Favorites

**Vehicle serviced**

Recommended maintenance
performed
Maintenance inspection completed
Oil and filter changed
Battery/charging system checked
Tires rotated
Four wheel alignment performed

04/19/2019 74,189 Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603
★ 4.9 / 5.0
61 Verified Reviews
♥ 456 Customer Favorites

**Vehicle serviced**

Maintenance inspection completed
Oil and filter changed
Battery/charging system checked
Tires rotated

05/08/2019 Georgia
Motor Vehicle Dept.
Moultrie, GA

Registration issued or renewed

Loan or lien reported
Vehicle color noted as White

06/29/2019

Robert Hutson Ford

Lincoln

Moultrie, GA

229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

Vehicle offered for sale

07/03/2019 77,802

Robert Hutson Ford

Lincoln

Moultrie, GA

229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites



Vehicle serviced

Maintenance inspection completed

Alignment checked

Oil and filter changed

Fluids checked



Looks like this dealer serviced the car in order to prepare it for sale. That's a good thing!

07/17/2019

Robert Hutson Ford

Lincoln

Moultrie, GA

229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites



Vehicle serviced

Battery/charging system checked

08/03/2019 78,308

Robert Hutson Ford

Lincoln

Moultrie, GA

229-985-6603

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

Vehicle sold

	Owner 2 Purchased: 2019	Personal Vehicle 20,337 mi/yr	
Date	Mileage	Source	Comments
08/09/2019		Georgia Motor Vehicle Dept.	Vehicle purchase reported
08/19/2019		Georgia Motor Vehicle Dept. Hartsfield, GA	Title issued or updated Title or registration issued New owner reported Loan or lien reported Vehicle color noted as White

08/28/2019 80,141 Berney's Tire Service
Albany, GA
229-435-0412

**Vehicle serviced**

★ 4.9 / 5.0

27 Verified Reviews

♥ 2 Customer Favorites

10/11/2019 Georgia
Motor Vehicle Dept.
Hartsfield, GA

Registration issued or renewed

Loan or lien reported

Vehicle color noted as White

12/14/2019 87,252 American Lube Fast
Moultrie, GA
229-985-0740

**Vehicle serviced**

Oil and filter changed

★ 4.9 / 5.0

32 Verified Reviews

♥ 60 Customer Favorites

05/11/2020 Ford Motor Company

Manufacturer Safety recall issued

NHTSA #20V177

Recall #20S15 DOOR LATCH
REPLACEMENT

Status: Remedy Available

Locate an authorized Ford or Lincoln
dealer or call 866-436-7332 to obtain
more information

⊖ [Learn more about this recall](#)

Description: ON YOUR VEHICLE, IT MAY BE POSSIBLE FOR THE PAWL SPRING TAB INSIDE ONE OR MORE OF THE SIDE DOOR LATCHES TO BREAK. THIS CONDITION WILL TYPICALLY PREVENT THE DOOR FROM LATCHING. IN CERTAIN SITUATIONS, WHERE THE DOOR IS ABLE TO BE CLOSED, THE DOOR MAY UNLATCH WHILE DRIVING.

IF YOU ARE ABLE TO LATCH THE DOOR AFTER REPEATED ATTEMPTS TO SHUT THE DOOR, THERE IS A POTENTIAL THE DOOR MAY UNLATCH WHILE DRIVING, INCREASING THE RISK OF INJURY.

Remedy: PARTS ARE NOW AVAILABLE TO REPAIR YOUR VEHICLES. FORD MOTOR COMPANY HAS AUTHORIZED YOUR DEALER TO REPLACE ALL FOUR DOOR LATCHES FREE OF CHARGE PARTS AND LABOR.

06/08/2020 96,134 American Lube Fast
Moultrie, GA
229-985-0740

**Vehicle serviced**

Oil and filter changed

★ 4.9 / 5.0

32 Verified Reviews

♥ 60 Customer Favorites

08/11/2020 98,315

Robert Hutson Ford
Lincoln
Moultrie, GA
229-985-6603**Vehicle serviced**

★ 4.9 / 5.0

61 Verified Reviews

♥ 456 Customer Favorites

10/21/2020

Georgia
Motor Vehicle Dept.
Hartsfield, GA**Registration issued or renewed**

Loan or lien reported

Vehicle color noted as White

01/05/2021 106,308

American Lube Fast
Moultrie, GA
229-985-0740**Vehicle serviced**

Maintenance inspection completed

Fluids checked

Oil and filter changed

Antifreeze/coolant checked

Cooling system checked

★ 4.9 / 5.0

32 Verified Reviews

♥ 60 Customer Favorites

05/25/2021 115,427

American Lube Fast
Moultrie, GA
229-985-0740**Vehicle serviced**

Maintenance inspection completed

Oil and filter changed

★ 4.9 / 5.0

32 Verified Reviews

♥ 60 Customer Favorites

07/21/2021 118,755 Auto Auction

Vehicle soldMillions of used vehicles are bought and sold
at auction every year.

07/31/2021

South Carolina
Motor Vehicle Dept.**Vehicle purchase reported**

08/27/2021 118,775

South Carolina
Motor Vehicle Dept.
Summerville, SC
Title
#772010408374467**Registration issued or renewed****Owner 3**

Purchased: 2021

Personal Vehicle**Date****Mileage Source****Comments**

09/05/2021

South Carolina
Motor Vehicle Dept.
Summerville, SC
Title
#772010408374467

Title issued or updated
New owner reported
Loan or lien reported
Registration updated when owner
moved the vehicle to a new location

10/10/2021

South Carolina
Motor Vehicle Dept.
Summerville, SC
Title
#772010408374467

Title issued or updated
Loan or lien reported



Avoid financial headaches. Make sure the loan has been paid off if you're buying from a private seller. [Learn More](#)

03/01/2022

Ford Motor Company

Manufacturer Safety recall issued
NHTSA #22V011
Recall #22S02 BRAKE STOP LAMPS
REMAIN ON
Status: Remedy Available

Locate an authorized Ford or Lincoln dealer or call 866-436-7332 to obtain more information

⊖ [Learn more about this recall](#)

Description: THE BRAKE PEDAL STOP BUMPER ON SOME VEHICLES MAY DISINTEGRATE AND FALL OFF IN CERTAIN HIGH TEMPERATURE, HIGH HUMIDITY, AND HIGH SALINITY ENVIRONMENTS.

A MISSING BRAKE PEDAL STOP BUMPER WILL RESULT IN THE BRAKE STOP LAMPS REMAINING ON CONTINUOUSLY, EVEN WHEN THE BRAKE PEDAL IS NOT APPLIED, WHICH MAY CONFUSE OTHER DRIVERS AND INCREASE THE RISK OF A CRASH. ON AUTOMATIC TRANSMISSION VEHICLES, A MISSING BRAKE PEDAL BUMPER COULD ALLOW THE TRANSMISSION TO BE SHIFTED OUT OF THE PARK POSITION WITHOUT DEPRESSING THE BRAKE, WHICH MAY RESULT IN A VEHICLE ROLLAWAY, INCREASING THE RISK OF A CRASH.

Remedy: FORD MOTOR COMPANY HAS AUTHORIZED YOUR DEALER TO REPLACE THE BRAKE PEDAL BUMPER FREE OF CHARGE PARTS AND LABOR.

06/13/2022

Ford Motor Company

Manufacturer Safety recall issued

NHTSA #22V413

Recall #22S43 TRANSMISSION

SHIFTER CABLE BUSHING

Status: Remedy Available

Locate an authorized Ford or Lincoln dealer or call 866-436-7332 to obtain more information

⊖ **Learn more about this recall**

Description: ON YOUR VEHICLE, IT MAY BE POSSIBLE THE TRANSMISSION SHIFTER CABLE BUSHING IS DAMAGED OR MISSING.

A DAMAGED OR MISSING BUSHING COULD PREVENT THE SHIFTER FROM MOVING THE TRANSMISSION INTO THE INTENDED GEAR POSITION AND CAUSE THE VEHICLE TO MOVE IN AN UNEXPECTED DIRECTION. THE TRANSMISSION MAY NOT BE IN THE PARK POSITION, EVEN THOUGH THE SHIFTER POSITION INDICATES THAT THE VEHICLE WAS SHIFTED TO PARK. EXITING A VEHICLE WITHOUT THE TRANSMISSION IN THE PARK POSITION AND WITHOUT THE APPLICATION OF THE PARKING BRAKE MAY ALLOW THE VEHICLE TO ROLL, INCREASING THE RISK OF INJURY OR CRASH.

Remedy: PARTS ARE NOW AVAILABLE TO REPAIR YOUR VEHICLE. FORD MOTOR COMPANY HAS AUTHORIZED YOUR DEALER TO REPLACE THE SHIFTER CABLE BUSHING AND PROTECTIVE CAP FREE OF CHARGE PARTS AND LABOR.

Have Questions? Please visit our Help Center at www.carfax.com.

**Glossary****First Owner**

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Ford or Lincoln Mercury Recall

The Ford Motor Company provides CARFAX with Field Service Action and recall information regarding safety, compliance and emissions programs announced since 2000 for a specific vehicle. For complete information regarding programs or concerns about this vehicle, please contact a local Ford or Lincoln Mercury Dealer.

Manufacturer Recall

Automobile manufacturers issue recall notices to inform vehicle owners of a safety defect or failure to meet minimum federal safety or emissions standards. Manufacturer recalls are repaired at no cost to the customer.

New Owner Reported

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each

title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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5/23/23 5:37:00 PM (CDT)

RECEIVED

MAY 30 2023

SC Court of Appeals

EXHIBIT FIVE

Rhodes vs Bullet Motors LLC — Case No. 2021-CP-08-02250



***Berkeley County Summary Court
Small Claims North***

Post Office Box 6122, 223 N. Live Oak Drive

Moncks Corner, South Carolina 29461

Telephone (843) 719-4933 Fax (843) 719-4528

*Clerk of Court Office
300 B California Ave
Moncks Corner, SC 29461*

October 19, 2021

Shanna Rhodes
126 Savannah River Dr.
Summerville, SC 29485

RE: Shanna Rhodes v Bullet Motors, LLC

Dear Shanna Rhodes,

Please see the enclosed order transferring the above-mentioned case. The counterclaim exceeds the Magistrates Court jurisdiction limit. This case is no longer in our court, and every claim and motion will be heard in the Common Pleas Court. Please contact that court for any questions you may have.

Sincerely,

Wendy Pent

Wendy Pent
For Small Claims North

Enclosures: Notification of Non-Service

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

CIVIL CASE NUMBER

2021CV0810500554

IN THE MAGISTRATES COURT

CIVIL CASE REQUIRING TRANSFER
TO COURT OF COMMON PLEAS

Shanna Rhodes
126 Savannah River Dr
Summerville, SC 29485
(386) 281-9876

PLAINTIFF(S)

vs.

Bullet Motors L L C
1306 Alexander Circle
Summerville, SC 29486

DEFENDANT(S)

I find that the defendant in the above captioned civil case has filed a counterclaim with this court seeking damages in excess of the current civil jurisdiction of magistrate court, and such counterclaim does not fall within any jurisdictional exception found in SC Code §22-3-10. Therefore, pursuant to S.C. Code §22-3-30, this case shall be transferred to the Court of Common Pleas in this County. Accordingly,

IT IS ORDERED that the above captioned civil case be transferred to the Court of Common Pleas in this County and that no filing fee shall be required by that court from either party to this action, all in accordance with S.C. Code §22-3-30.

Dated: Oct 15, 2021
MO October 15, 2021

[Signature]
MAGISTRATE

STATE OF SOUTH CAROLINA	2021CV0810500554
COUNTY OF BERKELEY	CIVIL CASE NUMBER
Shanna Rhodes 126 Savannah River Dr. Summerville, SC 29485 386-281-9876	IN THE MAGISTRATE'S COURT
Plaintiff(s)	
Vs.	ANSWER AND COUNTERCLAIM OF BULLET MOTORS, LLC
Bullet Motors LLC 1306 Alexander Circle Summerville, SC 29486	
Defendant	

On September 28, 2021, Bullet Motors LLC ("Bullet Motors") was served with a Complaint requiring an answer within thirty days from the date of service. The Answer of Bullet Motors LLC is hereby filed with the Small Claims North, under the above captioned case number, due to transfer of the case from Small Claims South:

FOR A FIRST DEFENSE

1. Bullet Motors denies each and every allegation of the Complaint not specifically admitted herein.
2. Bullet Motors admits that it entered into an agreement with Plaintiff for the sale of a Ford Fusion, Vin No. 3FA6P0SU3ER275736 (the "Vehicle"), on July 31, 2021.
3. Bullet Motors admits that Plaintiff did not want to be charged the GPS fee and further states that, to accommodate Plaintiff's request, it reduced the price of the Vehicle by the amount of the \$399.00 GPS fee.

4. Bullet Motors admits that it charged a tag and title fee of \$55.00, but expressly denies that it failed to legally register the Vehicle. All evidence will prove that the Vehicle was properly registered and titled within the time frame provided by law.

5. Bullet Motors admits Plaintiff's allegation that she unilaterally cancelled the contract and further states that said unilateral cancellation of the contract, without cause, is a breach of the agreement as referenced in the counterclaim below.

6. Bullet Motors admits that it informed Plaintiff that she should maintain insurance on her vehicle as failure to do so would be a breach of the contract. Notwithstanding this information, Plaintiff cancelled the insurance on the Vehicle on August 29, 2021, which is a separate and distinct breach of the contract as referenced in the counterclaim below.

7. In addition to the general denial of all allegations not specifically admitted herein, Plaintiff expressly denies that it improperly charged Plaintiff any money.

8. Bullet Motors expressly denies that Plaintiff is entitled to any of the relief requested in the Complaint.

SECOND DEFENSE
(Failure to State a Claim Upon Which Relief Can Be Granted)

Upon information and belief, the Complaint fails to state a claim upon which relief can be granted pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

THIRD DEFENSE
(Breach of Duty)

Bullet Motors' only obligation to the Plaintiff, if at all, is that which is set forth by contract. To the extent that Bullet Motors owed any duty to the Plaintiff beyond what may be owed in the form of contractual obligations, if any, Bullet Motors denies that it breached any duty or obligation allegedly owed to the Plaintiff.

FOURTH DEFENSE
(Laches, Estoppel, and Unclean Hands)

The Plaintiff's claims are barred, in whole or in part, by the doctrines of laches, estoppel, and unclean hands.

FIFTH DEFENSE
(Waiver)

The Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.

SIXTH DEFENSE
(No Reasonable Reliance)

Any reliance by the Plaintiff, if any, on any alleged misrepresentations or omissions, which Bullet Motors does not concede, was not reasonable.

SEVENTH DEFENSE
(Economic Loss)

The Plaintiff is not entitled to recover in tort for purely economic loss.

EIGHTH DEFENSE
(Mitigation of Damages)

The Plaintiff failed to mitigate its damages as may be required by law.

NINTH DEFENSE
(Four Corners of the Document)

Plaintiff's claims are barred based on the plain language of the Retail Installment Contract entered into on July 31, 2021, and Bullet Motors expressly relies on the language of this Contract as a complete defense to Plaintiff's claims.

TENTH DEFENSE
(Reservation of Additional Defenses)

Bullet Motors specifically reserves and does not waive any additional defenses that may be revealed by information acquired through discovery or otherwise.

ELEVENTH DEFENSE AND COUNTERCLAIMS
AGAINST PLAINTIFF SHANNA RHODES

1. Defendant Bullet Motors, LLC (“Defendant”) is a South Carolina corporation, with its principal place of business in Berkeley County, South Carolina

2. Plaintiff Shanna Rhodes is, upon information and belief, a resident of Charleston County, South Carolina.

3. Venue and jurisdiction are proper in the Berkeley County Court of Common Pleas, pursuant to Rule 13, SCRCP, and S.C. Code Sec. 22-3-30, because this Counterclaim, if successful, would exceed the magistrates’ civil jurisdictional amount.

FACTS

4. Plaintiff purchased a Ford Fusion, VIN No. 3FA6P0SU3ER275736 (the “Vehicle”), on July 31, 2021, from Bullet Motors in Summerville, South Carolina.

5. The Vehicle was listed for sale for \$15,950.00. **Exhibit A.**

6. Plaintiff did not want to pay an additional fee of \$399 for the GPS unit attached to the car. **Exhibit B.**

7. To accommodate Plaintiff’s request, while still including the GPS unit, Bullet Motors included the GPS fee in the price of the car as indicated by the Cash Price of the Vehicle on the Retail Installment Contract (the “Contract”) of \$15,551.00. **Exhibit C.** Therefore, the installed GPS did not cost Plaintiff any additional fees above and beyond the original advertised retail price of the Vehicle.

8. With the financials itemized with specificity in the Contract, Plaintiff and Defendant executed the same on July 31, 2021, and Plaintiff signed and/or initialed each page of the Contract. Pursuant to the terms of the Contract, Plaintiff agreed to buy the Vehicle and

financing was provided in the principal amount of \$13,305.00. Pursuant to the Contract, Plaintiff was to make 69 bi-weekly payments of \$312.00, and one final payment of \$3.72.

9. Plaintiff has failed to make any such payments.

10. As security for payment and performance of her obligations under the Contract, Plaintiff granted Bullet Motors a security interest in the Vehicle.

11. Plaintiff further agreed to pay Bullet Motor's reasonable attorney's fees, not to exceed 15% of the unpaid debt plus court costs, incurred in enforcing Plaintiff's obligations under the Contract.

12. Bullet Motors has a first lien on the Vehicle as evidenced by a true and accurate copy of the Vehicle's Electronic Registration, attached hereto as **Exhibit D**.

13. The Contract also specified that the total down payment for the vehicle, prior to financing, was \$3,200.00, and provided for an initial cash down payment of \$2,000.00 on July 31, 2021, and two deferred down payments of \$600.00 each, being due on August 13, 2021, and August 27, 2021.

14. The Contract further specified that Plaintiff was to maintain insurance on the vehicle at all times.

15. Plaintiff paid the initial \$2000 down payment with six different credit cards on July 31, 2021, and left with the vehicle. The Vehicle came with a charging station and key.

16. Plaintiff paid the first deferred down payment, due August 13, 2021, with payments of \$500 on August 12, 2021, and \$100.00 on August 16, 2021.

17. August 16, 2021, was the last date that Bullet Motors received any payments for this vehicle, and Plaintiff failed to pay the final down payment or any of the installment payments due and owing.

18. As indicated in Plaintiff's Complaint, in a correspondence to Bullet Motors, dated August 27, 2021, Plaintiff unilaterally cancelled the Contract and demanded a return of \$2,000.00 of the \$2,600.00 paid to date. Plaintiff did not return the vehicle and retained possession of it as leverage.

19. Further, in the August 27, 2021, correspondence, Plaintiff admits to voluntarily paying \$2,600.00 of the \$3,200.00 down payment, but now, in her Complaint, alleges that these cards were charged fraudulently.

* 20. Even though she wrongfully detained and concealed the Vehicle, Bullet Motors was informed by the GPS located in the vehicle that it was parked in Plaintiff's garage and remained there until it was improperly towed to Palmetto Hookers Towing & Roadside ("Hookers") on September 24, 2021. On information and belief, Hookers' has confirmed that the vehicle was towed from in front of Plaintiff's residence.

* 21. Because Plaintiff defaulted on the Contract, Bullet Motors engaged no less than three different repossession companies to repossess the Vehicle. These companies frequently drove by Plaintiff's residence and throughout the neighborhood in an effort to locate the Vehicle. All efforts were in vain as the Vehicle was apparently concealed in the garage until Hookers was called.

22. Because Bullet Motors was unable to peacefully repossess the car, it filed a claim and delivery in Magistrate's Court in Charleston County, South Carolina. On September 15, 2021, Plaintiff was served with the Claim and Delivery along with an Order to refrain from damaging, concealing or removing the Vehicle from Charleston County (the "Order").

23. However, on September 23, 2021, after being served with the Claim and Delivery, but prior to the hearing date, the vehicle was towed from the Lakes of Summerville subdivision

for allegedly being abandoned in the street. Coincidentally, on information and belief, Hookers' has confirmed that the Vehicle was towed from in front of Plaintiff's residence, the result being an express violation of the Order. On information and belief, discovery will reveal that Plaintiff called Hookers' to remove the vehicle out of her possession before the Claim and Delivery hearing.

24. Because Plaintiff no longer had possession of the Vehicle the magistrate dismissed the claim and delivery on jurisdictional grounds.

25. On information and belief, the Vehicle was allegedly towed by Palmetto Hookers Towing & Roadside ("Hookers"), from a Charleston County, City of Summerville street without the appropriate authority.

26. Hookers, upon receiving payment from Bullet Motors, delivered the vehicle to Bullet Motors on October 8, 2021. On receipt of the vehicle by Bullet Motors, it was missing the charging station, key, spare tire and jack kit, among other things, and laundry detergent was apparently placed in the engine via the oil filler tube in an effort to damage or destroy the engine. These facts can be verified by representatives of Hookers' towing and Bullet Motors who were all present when the vehicle was evaluated for the first time since it was towed from Plaintiff's residence.

FOR A FIRST COUNTERCLAIM
(Breach of Contract as to Plaintiff)

27. Bullet Motors re-alleges and re-avers the allegations of the preceding paragraphs as if fully stated verbatim herein.

28. Pursuant to the terms of the Contract, Plaintiff was to make 69 bi-weekly payments of \$312.00, and one final payment of \$3.72.

29. Plaintiff has failed to make any such payments.

30. In accordance with applicable South Carolina law, Bullet Motors sent a formal notice of the right to cure letter to Plaintiff on September 8, 2021, notifying Plaintiff that she was in default under the terms and conditions of the Contract and that she had until September 28, 2021, in which to cure such default by paying the past due amounts. A true and accurate copy of the notice of right to cure letter is attached hereto and incorporated herein as **Exhibit E**.

31. Plaintiff failed to cure the default and to date has not cured the default.

32. Plaintiff also agreed to maintain insurance on the vehicle.

33. Plaintiff failed to maintain insurance, which is a separate and independent breach of the Contract.

34. Bullet Motors has accelerated the balance due pursuant to the terms of the Contract. Plaintiff is obligated to Bullet Motors in the amount of the Balance Due on the Contract as of October 11, 2021, which is \$18,245.97, plus interest after October 11, 2021, at a daily rate of \$13.47 for each day after October 11, 2021, and all costs and expenses of Bullet Motors including but not limited to the expenses of collection and replevin, including attorney's fees.

35. Additionally, due to the damaged nature of the vehicle and the missing items to the Vehicle, Bullet Motors is entitled to judgment against Plaintiff in the full amount \$24,018.56, as of October 8, 2021, plus interest at a daily rate of \$13.47 for each day thereafter, and all costs and expenses of collection and replevin, including attorney's fees.

36. Wherefore, Bullet Motors respectfully prays unto the Court for judgment against Plaintiff in the full amount \$24,018.56, as of October 8, 2021, plus interest at a daily rate of \$13.47 for each day thereafter, and all costs and expenses of collection and replevin, including attorney's fees; and for such other and further relief as is just and proper.

FOR A SECOND COUNTERCLAIM
(Breach of Contract Accompanied by a Fraudulent Act)

37. Bullet Motors re-alleges and re-avers the allegations of the preceding paragraphs as if fully stated verbatim herein.

38. As set forth above, Bullet Motors had a Contract with Plaintiff for the sale of the Vehicle

 39. Plaintiff breached the Contract by failing to pay certain monies due and owing, as well as failing to maintain insurance on the Vehicle.

40. Plaintiff's breach was and is accompanied by a fraudulent act.

41. Specifically, upon breach of the Contract, Plaintiff refused to return the Vehicle, and actively concealed the Vehicle from repossession in violation the above mentioned Order and in an attempt to force Bullet Motors to pay her \$2,000.00. Contemporaneously, with this demand for payment, on information and belief, Plaintiff back charged the credit cards on which she paid her \$2,600 down payment, collectively, by indicating, among other things, that she had returned the Vehicle in person to Bullet Motors. The net effect of these two transactions, if Bullet Motors had refunded the \$2,000.00 in order to get the vehicle back, is net earnings to the Plaintiff of certain monies.

 42. Plaintiff's purposeful acts of withholding the vehicle, unless Bullet Motors paid her \$2,000.00, and seeking a refund from her credit card companies under the guise that she had returned the vehicle, among other things, was intentional and was done solely to try and earn money through fraudulent means.

43. Plaintiff's actions have caused Bullet Motors significant damage, including but not limited to special damages, the loss of the use of its money, damage to its business, and the expenditure of attorney's fees.

44. As a result of Plaintiff's breach of contract accompanied by a fraudulent act, Bullet Motors is entitled to actual damages, consequential damages, special damages, punitive damages, and attorney's fees.

WHEREFORE, Bullet Motors respectfully requests that the Court enter judgment in its favor and against Plaintiff as follows:

- a. For direct, indirect, special, consequential, and punitive damages;
- b. For attorney fees, costs, and interest;
- c. For pre-judgment interest and post-judgment interest; and
- d. For such other and further relief as this Court deems just and equitable.

WOMBLE BOND DICKINSON (US) LLP

s/R. Andrew Walden

R. Andrew Walden, Esq.

5 Exchange St.

Charleston, SC 29401

843-722-3400

Andrew.Walden@wbd-us.com

Attorney for Bullet Motors, LLC

October 11, 2021

Charleston, South Carolina

RECEIVED

MAY 30 2023

SC Court of Appeals

EXHIBIT SIX

Rhodes vs Bullet Motors LLC — Case No. 2021-CP-08-02250

FILED

OCT 12 2021

BERKELEY COUNTY
SUMMARY COURT

IN THE MAGISTRATE COURT
COUNTY OF BERKELEY
STATE OF SOUTH CAROLINA

SHANNA RHODES,

Plaintiff,

v.

Case No.: 2021CV0810700996

BULLET MOTORS

Registered Agent: Robert Rose

Defendant.

**PLAINTIFF'S MOTION TO DISMISS DEFENDANT'S COUNTER-CLAIM
PURSUANT TO SC RULE 41(a)(1)(A)(i)**

Plaintiff, Shanna Rhodes ("Shanna Rhodes" or "Plaintiff"),¹ by and through as Pro Se Litigant, files the following motion to dismiss the defendant's counter-claim pursuant to SC Rule 41(a)(1)(A)(i). This notice is to request a dismiss the defendant's counter-claim prior to responsive pleading being served and before evidence is introduced at a hearing or trial.

WHEREFORE, Plaintiff hereby request that the Court accept this motion to dismiss the counterclaim as

the plaintiff has also motioned to dismiss the entire claim prior to counterclaim being filed.

Respectfully submitted,

By: Shanna D. Rhodes (Plaintiff)

386-281-9876

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 12th, 2021 I filed the foregoing at the Magistrate Court in Berkeley County, Moncks Corner Magistrate North, and served a copy via U.S. Mail to:

Bullet Motors
Reg Agent: Robert Rose
1306 Alexander Circle
Summerville, SC 29486

Telephone: (843) 499-8029
Email: dawn@bulletmotors.com

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

2021CV0810500554
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ANSWER TO COUNTERCLAIM

Shanna Rhodes
126 Savannah River Dr
Summerville, SC 29485
(386) 281-9876

PLAINTIFF(S)

Vs
Bullet Motors L L C
1306 Alexander Circle
Summerville, SC 29486

DEFENDANT(S)

On 10/16/21 I was served with a Counterclaim. My Answer to Counterclaim which is hereby filed with the **Small Claims North**, is as follows:

CHECK ONE:

- A. ☐ I admit everything in the complaint and do not want a trial.
- B. ☐ I admit that I am responsible, but not for the total amount claimed because: (use additional pages if necessary)
- C. ☒ I deny that I am responsible at all because: (use additional pages if necessary): Defendant Breached
I have filed a motion to dismiss this case as of Oct 5, 2021, Court
Oct 6, 2021 via email + fax to Mrs. Shank of whom I was unaware
no longer worked for Berkeley County. I hand delivered a dismissal
on 10/07/21 and counter claim dismissal. This case was resolved on
10/15/21
YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF/STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER TO COUNTERCLAIM car
IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE. where I
was the
Defendant

DATED: 10/16/21 Oct 16/2021
Shanna Rhodes
SIGNATURE OF DEFENDANT(S)/PLAINTIFF(S)/(ATTORNEY)

PLEASE RETURN TO: ;
Small Claims North ;
223 North Live Oak Drive ;
P. O. Box 6122 ;
Moncks Corner, SC 29461
Phone: (843) 719-4933
Fax: (843) 719-4528

RECEIVED

MAY 30 2023

SC Court of Appeals

EXHIBIT SEVEN

Rhodes vs Bullet Motors – Case No. 2021CP0802250

IN THE MAGISTRATE COURT
COUNTY OF BERKELEY
STATE OF SOUTH CAROLINA

FILED
mailed
OCT 12 2021
BERKELEY COUNTY
SUMMARY COURT

SHANNA RHODES,

Plaintiff,

2021-CP-08-02250

v.

Case No.: 2021CV0810700996

BULLET MOTORS
Registered Agent: Robert Rose

Defendant.

FILED
2021 OCT 22 AM 8:06
EAM GUERIN DUFFEE
CLERK OF COURT
BERKELEY COUNTY, SC

**PLAINTIFF'S STIPULATION OF DISMISSAL AS SETTLED WITHOUT
PREJUDICE**

Plaintiff, Shanna Rhodes ("Shanna Rhodes" or "Plaintiff"),¹ by and through as Pro Se Litigant, files the following stipulation of dismissal as settled without prejudice. This notice is to request a dismissal of the following case pursuant to Rule 41(a) of SC rules of civil procedures.

WHEREFORE, Plaintiff hereby request that the Court accept this stipulation of dismissal as its choice for voluntary dismissal as settled without prejudice.

Respectfully submitted,


By: Shanna D. Rhodes (Plaintiff)
386-281-9876

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 7th, 2021 I filed the foregoing at the Magistrate Court in Berkeley County, and served a copy via U.S. Mail to:

Bullet Motors
Reg Agent: Robert Rose
1306 Alexander Circle
Summerville, SC 29486

Telephone: (843) 499-8029
Email: dawn@bulletmotors.com

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

MAGISTRATE COURT CHARLESTON
COUNTY NORTH AREA MAGISTRATE 3
CIVIL ACTION NO.: 2021-CV-10-1401751

FILED
OCT 12 2021
BERKELEY COUNTY
SUMMARY COURT

Bullet Motors, LLC

Plaintiff,

vs.

Shanna Rhodes

Defendant.

ORDER

RECEIVED

MAY 30 2023

SC Court of Appeals

This matter came before this Honorable Court as a result of Plaintiff's Application for Claim and Delivery filed this Honorable Court on September 15th, 2021.

Appearing at the hearing was the Plaintiff, Robert Rose and his attorney, Andrew Walden, and the Defendant, Shanna Rhodes who appeared Pro Se. Upon hearing testimony of the parties, arguments of counsel and reviewing the evidence provided, I make the following findings of facts and ruling:

FACTS

Defendant Shanna Rhodes purchased a car from Plaintiff, Bullet Motors LLC. Plaintiff alleges that Defendant breached the contract and failed to return the car. As a result, Plaintiff seeks the return of the car, damages, and attorney fees.

Defendant asserts that Plaintiff did not register the car; therefore, she abandoned the vehicle and requested that Plaintiff retrieve it. She alleges that the car was subsequently towed and is no longer in her possession.

RULING

The Court finds that it lacks jurisdiction to hear this matter because the property's value exceeds the jurisdictional limit of the Magistrate Court. According to Plaintiff's Exhibit 2, the balance

owed on the car is \$13,305.00. This amount exceeds the jurisdictional limit of the Charleston County Magistrate Court.

Claim and delivery is an action for the recovery of specific personal property wrongfully taken or withheld from its rightful owner, with the recovery of any damages resulting from the taking or possession of the property. Claim and delivery may not be used to recover ownership of real property but may only be used to recover goods or personal property. Actions of claim and delivery are proper in the magistrate's Court so long as the property's value to be regained does not exceed the magistrate's jurisdictional amount (\$7,500.00). If the property's value exceeds that amount, recovery of the personal property may only be had through an action in the Circuit Court.

Plaintiff failed to prove that Defendant had the car. Plaintiff stated under oath that he received an invoice from a tow company that he had previously work with. The invoice was for towing the vehicle that is the subject of this action. Plaintiff stated that his relationship with the tow company diminished because they failed to perform work promptly. He also stated that the tow yard was very close to his car dealership. The Court also noted that Plaintiff stated he spoke with two employees who verified that the car was there, but they disagreed about who called them to tow the car. There is not an undue burden for the Plaintiff to travel to the tow yard to inspect the car.

Plaintiff asserted that he did have proof that Defendant was not in possession of the car. Plaintiff did not assert that the Company and Defendant had a personal relationship that would lead to some conspiracy to defraud. The only entity to have a personal relationship with the tow company was the Plaintiff. Exhibit 9 is a copy of the impound notice that Plaintiff received.

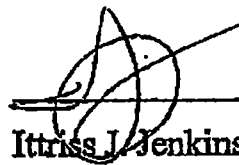
Defendant asserted that she could not have the car because it was disabled. Plaintiff replied that he could not disable the car and, therefore, her claim was not factual. Defendant entered a document into evidence entitled GPS/INTERRUPT TECHNOLOGY INSTALLATION AND USE CONSENT AND DISCLOSURE. The second paragraph of this document states:

(A starter Interrupt System will prevent your vehicle from starting in the event of your default under your contract.)

This document proved that Plaintiff did have the capacity to disarm the car. The Court is informed and believes that the car was deactivated, abandoned in the neighborhood, and towed.

For the above-stated reasons, this action is Dismissed.

IT IS SO ORDERED!

A handwritten signature in black ink, appearing to read "Itriss J. Jenkins", is written over a horizontal line.

Itriss J. Jenkins

Charleston County Magistrate

October 6th 2021

BUYER

DATE: 7/31/2021

STOCK #: 11757360

EXHIBIT

BUYER

Shanna Denise Rhodes
126 Savannah River Drive
SUMMERVILLE, SC 29486

HOME: 843-518-3549 CELL:
DL/STATE ID #: 007510387
D.O.B.: 04/02/78

COUNTY: DORCHESTER

WORK:

STATE: SC EXP. DATE: 4/02/27

SELLER INFORMATION:

BULLET MOTORS
1306 ALEXANDER CIRCLE
SUMMERVILLE, SC 29486
843-499-8029
Fax: 8502016717

SALESPERSON:

VEHICLE INFORMATION:

YEAR: 2014

COLOR 1: WHITE

VIN: 3FA6P0SU3ER275736

STOCK: 11757360

MAKE: FORD

COLOR 2:

STYLE: TITANIUM PHEV

CYL: 4

MODEL: FUSION

BODY: 4DR

MILEAGE: 116775

TRANS: CVT

TRADE-IN INFORMATION:

YEAR:

COLOR:

MAKE:

MILEAGE:

MODEL:

BODY:

VIN:

BALANCE OWED TO:

BALANCE OWED: \$ 0.00

GOOD THROUGH:

ALLOWANCE: \$ 0.00

QUOTED BY:

INSURANCE INFORMATION:

COMPANY: Geico

AGENT:

PHONE:

POLICY #: 6027092235

LIEN HOLDER INFORMATION:

COMPANY: BULLET MOTORS

STREET: 1306 ALEXANDER CIRCLE

CITY, STATE, ZIP: SUMMERVILLE, SC 29486

REMARKS:

BUYER AGREES THERE IS NOT ANY IMPLIED WARRANTY BY
BULLET MOTORS AS SELLER

WARRANTY DISCLAIMER:

Unless Seller provides a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is being sold "AS IS - WITH ALL FAULTS" and Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This disclaimer does not affect any warranties by the vehicle manufacturer. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle and the related products and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Buyer hereby declares that they are of legal age to transact business and that no unfair inducement has been made by Seller. This agreement and the related documents that Buyer signs contemporaneously with this agreement, including any retail installment contract, contain the entire agreement between Buyer and Seller and cancels and supersedes any prior agreement including oral agreements relating to the sale of the motor vehicle. Any change to this agreement must be in writing and Seller must sign it. If Buyer has executed a conditional delivery agreement in connection with this sale, Buyer acknowledges and agrees that Buyer may have to return the vehicle to Seller if Seller is unable to assign the retail installment contract under its original terms to a third-party financing institution.

SETTLEMENT

VEHICLE PRICE	15,329.00
Closing Fee:	222.00
SUBTOTAL	15,551.00
Infrastructure Maintenance Fee:	500.00
Tag and Title Fee:	55.00
Payoff on Trade-In:	N/A
GPS Fee:	399.00
TOTAL DUE	16,505.00
TRADE-IN ALLOWANCE	N/A
DEPOSIT	800.00
DOWN PAYMENT	1,200.00
DEFERRED DOWN PAYMENT	1,200.00
TOTAL CREDIT	3,200.00
BALANCE DUE	13,305.00

☐ Cash ☒ Finance

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

X  7/31/21
Accepted by Authorized Representative of Seller Date

X  7/31/21
Buyer Date

X N/A
Co-Buyer Date

CONTRACT DATE: 07/31/2021
ACCOUNT #: 11757360

RETAIL INSTALLMENT CONTRACT
SIMPLE INTEREST

FZ-SC-RIC-SI

Buyer Name and Address Shanna Denise Rhodes 126 Savannah River Drive SUMMERVILLE, SC 29485 County: DORCHESTER	Seller Name and Address BULLET MOTORS 1306 ALEXANDER CIRCLE SUMMERVILLE, SC 29486 County: Berkeley
Co-Buyer Name and Address	

In this contract, "you" and "your" refer to the Buyer or Buyers signing below. "Seller," "we" and "us" refer to the seller shown above. "Holder" is the Seller, or, if this contract has been assigned, the party who has been assigned this contract. "Vehicle" refers to the vehicle described below. "Buyer," "you" and "your" shall include the plural. You promise to pay to the order of the Holder (at its office or at such other place as the Holder may designate and instruct you) the Amount Financed and the Finance Charge (see below) as outlined in the schedule of payments below and as described in this contract.

New/Used	Year	Make	Model	Vehicle Identification Number	Mileage	☒ Personal, Family or Household Use ☐ Business Use
Used	2014	FORD	FUSION	3FA6P0SU3ER275736	118775	

Description of Trade-In(s): N/A

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE THE COST OF YOUR CREDIT AS A YEARLY RATE.	FINANCE CHARGE THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.	AMOUNT FINANCED THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF.	TOTAL OF PAYMENTS THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED.	TOTAL SALE PRICE THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN PAYMENT OF
36.95 %	\$ 8,226.72	\$ 13,305.00	\$ 22,731.72	\$ 3,200.00 is \$ 24,731.72

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments are Due
69	\$ 312.00	BI-WEEKLY beginning September 10, 2021 due every other Friday
1	\$ 372.00	May 3, 2024

Plus 2 deferred down payments of \$600.00 each on 8/13/21 & 8/27/21

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$ 8.40. The charge will not exceed \$ 21.00 if you bought the vehicle primarily for personal, family, or household use. The maximum and minimum late charge dollar amounts may change by operation of law pursuant to §37-1-109 and §37-2-203 of the South Carolina Consumer Protection Code. We may charge the maximum amount allowed by law at the time the late charge is imposed.

Prepayment: If you pay off all or any part of your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, our right to accelerate the maturity of this obligation, any required repayment in full before the scheduled date, prepayment refunds and penalties, and our security interest.

HOW THIS CONTRACT CAN BE CHANGED. This contract and the related documents that you sign contemporaneously with this contract contain the entire agreement between you and us relating to the sale and financing of the motor vehicle. Any change to this contract must be in writing and we must sign it. If any part of this contract is not valid, all other parts stay valid.

Buyer Signs X [Signature] Co-Buyer Signs X N/A

NOTICE TO BUYER

a) Do not sign this contract before you read it or if it contains any blank spaces.

b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Signed, sealed and delivered by the Buyer, who hereby acknowledges receipt of a completed copy of this contract and agrees to its terms.

Buyer Signs X [Signature] Date 07/31/2021 Co-Buyer Signs X N/A Date _____
Buyers and Other Owners - A buyer (including a co-buyer) is a person who is responsible for paying the entire debt. An "other owner" is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Date _____ Address _____

Seller Signs X [Signature] Date 07/31/2021 Printed Name Dawn Blair Title Finance

This contract consists of 4 pages. Be sure to initial pages 2 through 4 as indicated.

INSURANCE: CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. WE MAY RETAIN OR RECEIVE A PORTION OF THIS AMOUNT.

TYPE OF CREDIT INSURANCE	ORIGINAL TERM	COST FOR THE ORIGINAL TERM
☐ CREDIT LIFE	N/A	N/A
☐ CREDIT DISABILITY	N/A	N/A

CHOICE OF COVERAGE AS SPECIFIED IS ACKNOWLEDGED BY BUYER'S SIGNATURE

Buyer Signs ☒ N/A
Date N/A Date of Birth N/A

Co-Buyer Signs ☒ N/A
Date N/A Date of Birth N/A

☐ IF CHECKED, THE TERM OF THE OPTIONAL CREDIT INSURANCE IS LESS THAN THE TERM OF THIS CONTRACT, AS DESCRIBED ABOVE.

Signature X N/A

COMPREHENSIVE AND COLLISION INSURANCE IS REQUIRED: You may obtain or provide through an existing policy, or a policy you independently obtain and pay for, the required insurance through any duly licensed agent or broker, subject to our right to refuse to accept an insurer you offer for reasonable cause.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT PROVIDED UNDER THIS CONTRACT.

EXTENDED SERVICE CONTRACT. An Extended Service Contract is optional. An Extended Service Contract is not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost. If you agree to buy an Extended Service Contract, the charge is shown below and in the Itemization of Amount Financed. Your Extended Service Contract is a part of this contract. See your Extended Service Contract for details on the protection it provides.

N/A
Name of Extended Service Contract
Price: \$ N/A Term: N/A

You want to purchase the optional Extended Service Contract:

X N/A N/A
Signature of Buyer Requesting Coverage Date

X N/A N/A
Signature of Co-Buyer Requesting Coverage Date

OPTIONAL GAP WAIVER (DEBT CANCELLATION AGREEMENT). A Guaranteed Asset Protection (GAP) or Debt Cancellation Agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost. If you agree to buy a GAP Waiver, the charge is shown below and in the Itemization of Amount Financed. Your GAP Waiver Agreement is a part of this contract. See your GAP Waiver Agreement for details on the protection it provides.

N/A
Name/Type of GAP Waiver Agreement
Price: \$ N/A Term: N/A

You want to purchase the Optional GAP Waiver:

X N/A N/A
Signature of Buyer Requesting Coverage Date

X N/A N/A
Signature of Co-Buyer Requesting Coverage Date

ITEMIZATION OF AMOUNT FINANCED

(1) CASH PRICE
a. Vehicle 15,329.00
b. To Seller for Closing Fee 222.00
c. N/A N/A
CASH PRICE [(a)+(b)+(c)] 15,551.00 (1)

(2) DOWN PAYMENT
d. Cash Down payment 2,000.00
e. Deferred Down payment** 1,200.00

Net Trade In Allowance
Gross Trade In N/A

Less Payoff N/A

f. Net Trade In N/A

TOTAL DOWN PAYMENT [(d)+(e)+(f)] 3,200.00 (2)
If Total Down Payment is negative enter \$0.00 and insert that amount on (4)r below

(3) UNPAID BALANCE OF CASH PRICE [(1)-(2)] 12,351.00 (3)

(4) OTHER CHARGES INCLUDING AMOUNTS PAID TO OTHERS ON YOUR BEHALF

g. Official Fees to Government Agencies 55.00

h. Infrastructure Maintenance Fee 500.00

i. To Insurance Company for Credit Life Premium* N/A

j. To Insurance Company for Credit Disability Premium* N/A

k. To N/A for Extended Service Contract* N/A

l. GPS Fee* 399.00

m. N/A N/A

n. N/A N/A

o. N/A N/A

p. N/A N/A

q. N/A N/A

r. N/A N/A

TOTAL OTHER CHARGES AND AMOUNTS PAID TO OTHERS ON YOUR BEHALF 954.00 (4)
[(g)+(h)+(i)+(j)+(k)+(l)+(m)+(n)+(o)+(p)+(q)+(r)]

(5) AMOUNT FINANCED (Principal Balance) [(3)+(4)] 13,305.00 (5)

*Seller May Retain A Portion of These Amounts
**You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

Initials *XC* N/A *DCB* Page 2 of 4 (of document 426128)
Buyer Co-Buyer Seller

ADDITIONAL TERMS AND CONDITIONS

☒ VENDOR'S SINGLE INTEREST (VSI) INSURANCE

If the preceding box is checked, you are required to purchase VSI Insurance as part of this sale. VSI Insurance is for the sole protection of the Holder against loss of or damage to the vehicle. You may purchase VSI Insurance through any insurance company or agency you choose who is reasonably acceptable to us. If you have chosen to purchase the required VSI through us, the cost of the VSI coverage you are purchasing as part of this contract is reflected in the Itemization of Amount Financed. The coverage is for the initial term of the contract. Any insurer issuing VSI Insurance waives its rights of subrogation against the Buyer.

X _____ N/A _____ X _____ N/A _____
Buyer Co-Buyer

INSURANCE YOU MUST HAVE ON THE VEHICLE. You must keep the vehicle insured against damage or loss ("Property Insurance") until you have paid all that you owe under this contract. You will provide coverage in the amount of the vehicle's actual cash value less a maximum deductible of \$ 500. You may purchase, or provide through an existing policy, the Property Insurance through anyone you choose who is reasonably acceptable to us. Each policy you get must provide that the insurance company will give us at least 10 days' written notice before the policy is canceled. You must name us as the person to be paid under the policy in the event of damage or loss. If the vehicle is damaged or lost, at our option, we can use the insurance proceeds to replace or repair it or to repay any amounts you owe under this contract.

If you do not obtain and maintain the insurance required by this contract and do not continue to provide satisfactory proof of insurance, we will consider this contract in default. We may, at our option, repossess the vehicle, purchase insurance at your expense, or pursue any other remedy provided for in this contract. The insurance we purchase may either cover both our interest and your interest or our interest only. Any coverage we buy will pay claims to us for physical damage to the vehicle. Such coverage will not include insurance for other property damage or for liability for bodily injury, and will not meet the requirement for proof of financial responsibility under South Carolina law. The charges for insurance we obtain may be substantially higher than the charges you would pay if you bought the insurance you are required by this contract to have on the vehicle yourself. We will tell you which type of insurance we purchase and the charge to you. The charge for the insurance will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown in this contract or, at our option, the highest rate the law permits.

You will deliver to us an insurance policy meeting the requirements listed above to be issued by

Insurance Company: Gelco

Agent: _____

ACKNOWLEDGEMENT OF PROPERTY INSURANCE TO BE FINANCED. If we finance the Property Insurance you are required by this contract to have, the following applies:

Name of Insurer: N/A

Term of Insurance: N/A

Premium: N/A

You agree that the premium for the above-described insurance will be included in the Amount Financed under this contract.

X _____ N/A _____ (Buyer)

X _____ N/A _____ (Co-Buyer)

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

FINANCE CHARGE AND PAYMENTS. We will compute your Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. We based the Finance Charge, Total of Payments and the Total Sale Price shown in this contract on the assumption that you will make each payment in the amount due and on the date due. These amounts will be more if you pay late and less if you pay early. These changes may take the form of a larger or smaller last payment or, if we choose, additional payments of the same amount as your scheduled payments with a smaller final payment. We will notify you about these changes before your final scheduled payment is due.

PREPAYMENT. You may prepay all or any part of the debt that you owe under this contract at any time without penalty. If you do, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the prepayment date.

APPLYING PAYMENTS. We may apply your payments to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe us in any order we choose, as permitted by applicable law.

OWNERSHIP AND RISK OF LOSS. You agree to pay us all amounts owed under this contract, regardless of whether the vehicle is damaged, destroyed or missing. You agree not to transfer any interest in the vehicle or this contract without our written permission. You agree to keep the vehicle in good order and repair, allowing for ordinary wear and tear. You will make sure our security interest on the vehicle is shown on the title. If we pay any repairs, storage, taxes, fines or other charges, you agree to repay us.

SECURITY INTEREST. You give us a security interest in the vehicle; any money or goods received (proceeds) for the vehicle; any accessories, equipment, modifications, or replacement parts installed in the vehicle; any insurance premiums and charges for service contracts returned to us; and any proceeds of service contracts or insurance policies on your life or health which are financed in this contract. This security interest secures all amounts you owe, and all of your other obligations, under this contract, as it may be amended from time to time.

LATE CHARGE. You will pay a late charge on each late payment as shown in the Federal Truth in Lending Disclosures on the first page.

DEFAULT. Your failure to pay any installment when due will be considered a default. If you bought the vehicle primarily for personal, family, or household use, we will treat the following events as defaults if they significantly impair the prospect of payment, performance, or realization of the collateral: your failure to perform or breach of any section of this contract; your failure to obtain and maintain the insurance required by this contract; any misstatement or misrepresentation by you relied on by us; you become insolvent; any judgment is entered against you; the vehicle is transferred without our written consent, or seized under any legal process. If you default, we can demand that you immediately pay all that you owe after we have given you any notice and opportunity to cure the default that the law requires. We may repossess the vehicle; take any reasonable measures to correct the default, or save us from loss; or pursue any other remedy permitted by law in recovering the full remaining amount due. You will pay the reasonable costs and expenses of these measures, to the extent the law allows.

REPOSSESSION. If you are in default, we may take the vehicle from you if we may do so without the use of force or other breach of the peace. We may repossess the vehicle by any means including entering your property, or the property where it is stored, unless that property is a dwelling used as a current residence. Personal property found in the vehicle will be stored at your expense, unless prohibited by law, and will be returned to you if you identify it within a reasonable amount of time. We will dispose of such property after we have given you any notice and time to recover it that the law requires. However, we will keep any vehicle accessories, equipment, modifications, or replacement parts.

Initials JS / N/A / JS Page 3 of 4 (of document 426128)

ADDITIONAL TERMS AND CONDITIONS

RETURN OF THE VEHICLE TO YOU. If we repossess the vehicle you have the right to get it back (redeem). In order to get the vehicle back, you must pay all amounts owed, not just past due amounts, including our expenses. We will tell you how much you have to pay to redeem the vehicle. Your right to redeem ends when the motor vehicle is sold, or we have entered into a contract for sale, or accepted the vehicle as full or partial satisfaction of the contract, as the law allows.

RE-SALE OF VEHICLE. Once your vehicle has been repossessed, we will send you notice of the re-sale at least 10 days in advance. Once your vehicle is sold, the proceeds will be credited to your account after reasonable expenses for retaking, holding, preparing for sale, processing and selling the vehicle, plus attorney's fees and court costs the law permits, are paid. Any surplus after applying the proceeds to your account will be returned to you unless we are required by law to pay the proceeds to another person. You must pay any deficiency in your account after the proceeds of sale are applied, unless the law provides otherwise. Any deficiency that you do not satisfy upon our demand will bear interest at the maximum Annual Percentage Rate allowed by law.

COLLECTION COSTS. If you are in default and we demand full payment, you agree to pay us interest on the amount you owe at the Annual Percentage Rate shown in this contract. If we hire an attorney who is not our salaried employee to enforce this contract, you will pay reasonable attorney's fees not to exceed 15% of the unpaid debt after default. You will also pay all collection costs that are permitted by law and all court costs associated with the collection.

WHO IS BOUND. This contract is binding upon the parties, their heirs, executors, personal representatives, and/or successors and assigns.

TRANSFER OF RIGHTS. We may transfer this contract to another person. That person will then have all of our rights, privileges, and remedies.

JOINT LIABILITY. All persons who sign this contract as Buyers are jointly and severally liable. We may enforce or release our rights entirely with respect to one Buyer without affecting our rights as to any other Buyer.

GOVERNING LAW. Federal and South Carolina law apply to this contract.

NO WAIVER. We can delay or refrain from enforcing any of our rights under this contract without losing them.

INTERPRETATION. If for any reason any section of this contract is deemed invalid, all other sections will remain enforceable.

TELEPHONE MONITORING AND CALLING. You agree that we may monitor and record telephone calls regarding your account to assure the quality of our service. In addition and subject to applicable law, in connection with servicing your account and/or collecting amounts you may owe, you expressly consent that we may call you and send text messages to you using prerecorded/artificial voice messages or an automatic dialing device. We may do so using any telephone number you provide to us, including a cellular phone, which may result in charges to you.

RETURNED CHECK CHARGE. To the extent permitted by applicable law, you agree to pay a charge of \$30 for the return of any unpaid or dishonored check, draft, order or electronic payment. "Check" includes a bank check or any other instrument that you use to make any payment under this contract.

CHANGE OF ADDRESS. You agree to notify us immediately of a permanent change of address.

WARRANTIES SELLER DISCLAIMS. Unless we make a written warranty, or enter into a service contract within 90 days from the date of this contract, we make no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the manufacturer may offer.

ACKNOWLEDGEMENT OF PURCHASE OF VEHICLE CONTAINING GPS TRACKING DEVICE AND/OR STARTER INTERRUPT DEVICE AS CONDITION OF SALE.

☐ The vehicle is equipped with a GPS tracking device.

☐ The vehicle is equipped with a starter interrupt GPS tracking device. You understand and agree that this device is also a payment guarantee device and if you do not make all payments as required under this contract, THIS DEVICE WILL PREVENT THE VEHICLE FROM BEING STARTED.

If one of the above boxes is checked, you understand that we have placed a tracking device on the vehicle as indicated by the checkbox, and you agree to the placement of the tracking device as a condition of sale. You agree that we may use this device to find the vehicle. You agree to sign all disclosure forms describing the device, and further understand and agree that these forms are a part of this Contract and are incorporated herein as though fully set forth in this Contract.

USED CAR BUYERS GUIDE: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Note: The following notice applies only to the extent the vehicle is to be used primarily for personal, family or household use.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT: By signing below, Seller hereby sells and assigns all right, title and interest in this contract to _____ ("Assignee") in accordance with and under the terms and conditions of a separate agreement between Seller and Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller _____ By _____ Title _____

Initials JS / NA / DSB Page 4 of 4 (of document 428128)
Buyer Co-Buyer Seller



Palmetto Hookers Towing & Roadside

1590 state rd, summerville SC 29486
Phone: (843) 761-1620

Impound Invoice

Printed 9/30/2021

Call # 1115
Stock # 9099027
Account (No Account Specified)
Date/Time Impounded: 9/24/2021 12:00 AM

Reason for Impound Abandoned Vehicle
VIN Number 3FA6P0SU3ER275736
Model 2014 Ford Fusion Energi (White)
Drivable No
Keys No
Towed from Savannah River Dr, Summerville, SC 29485, USA
Stored at P.H.T Secondary Lot
2101 meeting street rd, North Charleston south carolina 29418

Storage charges	Quantity	Price	Line Total
(Storage - Storage Fees) Impounds/Storage: Daily Impound Rate	7	\$37.00	\$259.00
Towing charges	Quantity	Price	Line Total
(Towing) Admin Fee	1	\$100.00	\$100.00
(Towing) Dollies	1	\$100.00	\$100.00
(Towing) Tow/Hook Fee	1	\$250.00	\$250.00
Towing Subtotal			\$450.00
Storage - Storage Fees Subtotal			\$259.00
Subtotal			\$709.00
Taxes			\$0.00
Grand Total			\$709.00
Amount Due:			\$709.00

Palmetto Hookers Towing & Roadside appreciates your business; If you have any questions regarding this invoice, please contact us at 843-761-1620.

Signature: _____ Date: _____
USDOT: 3011140

GPS/STARTER INTERRUPT TECHNOLOGY INSTALLATION AND USE CONSENT AND DISCLOSURE

This GPS/Starter Interrupt Technology Installation and Use Consent and Disclosure ("Agreement") is entered into on this 31ST day of JULY, 2021, between Shanna Denise Rhodes and BULLET MOTORS in connection with the signing of an installment sale contract ("Contract") to buy a 2014 FORD FUSION ("the Vehicle"). In this Agreement, "we," "us," and "our," mean the Seller and any assignee of the Seller. "You" and "your" mean the Vehicle buyer(s) named below. This Agreement is incorporated into and becomes part of the Contract.

The Vehicle is equipped with a ☐ GPS System ☐ Starter Interrupt System ☒ GPS and Starter Interrupt System (collectively, the "System").

- A GPS System tracks the location of the Vehicle during the term of the Contract and will be used to locate the Vehicle in the event of default under your Contract.
- A Starter Interrupt System will prevent your Vehicle from starting in the event of your default under your Contract.

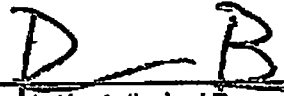
You understand and agree as follows:

- You agree and consent to the installation of the System in the Vehicle. You understand that you may be able to buy a Vehicle without a System somewhere else. You agree that the installation and use of the System in the Vehicle is material condition for us to finance your purchase of the Vehicle. You agree to finance the Vehicle with us with the System.
- You understand that the System belongs to us. You agree not to tamper with, alter, disconnect, or remove the System from the Vehicle. When you have paid all that you owe us, we will remove the System at no cost to you.
- If the Vehicle is equipped with a GPS System, you understand and agree that the System can be used to locate the Vehicle during the term of the Contract and in the event of default and repossession. You waive any right to privacy you may have as to the location of the Vehicle.
- If the Vehicle is equipped with a Starter Interrupt System, you understand and agree that if you are in default under the Contract, the Vehicle's starter will be disabled. We will provide you with any notice required by law before we disable your Vehicle. If your Vehicle is disabled you may only restart the Vehicle if you have an override code or after you have cured your default. If you do not cure your default, we may take the Vehicle as the law allows.
- You agree that you are solely responsible for any and all expenses, including, but not limited to, parking costs, parking tickets, towing and storage charges, and damage to the Vehicle, if, at the time of disablement, your Vehicle is located at a parking meter, in a parking garage, or in a place which causes the Vehicle to incur such charges.
- You acknowledge and understand that the System may be equipped with technology that emits an electronic sound to remind you of an upcoming payment, warn you that a payment is late, or let you know if you are otherwise in default under your Contract.
- If the Vehicle is equipped with a Starter Interrupt System, we will give you override code(s) to be used during the term of the Contract in the event your vehicle is disabled, and you need to restart the Vehicle. An override code is effective for hours from the time it is used.

By signing below, you acknowledge that you have read the entire Agreement and understand its terms. You consent to the installation and use of the System, as described above. We will give you a copy of this Agreement when you sign it.

X  7/31/2021
Buyer: Shanna Denise Rhodes Date

X _____
Co-Buyer: Date

X  7/31/2021
Accepted by Authorized Representative of Seller Date

By: _____

RECEIVED

MAY 30 2023

SC Court of Appeals

EXHIBIT EIGHT

Rhodes vs Bullet Motors LLC – Case No. 2021-CP-08-02250

FILED

OCT 12 2021

BERKELEY COUNTY
SUMMARY COURT

IN THE MAGISTRATE COURT
COUNTY OF BERKELEY
STATE OF SOUTH CAROLINA

SHANNA RHODES,

Plaintiff,

v.

Case No.: 2021CV0810700996

BULLET MOTORS
Registered Agent: Robert Rose

Defendant.

2021-CP-08-2250

LEAH GUNNARY JUDGE
CLERK OF COURT
BERKELEY COUNTY

2021 OCT 22 AM 8:06

FILED

**PLAINTIFF'S MOTION TO DISMISS DEFENDANT'S COUNTER-CLAIM
PURSUANT TO SC RULE 41(a)(1)(A)(i)**

Plaintiff, Shanna Rhodes ("Shanna Rhodes" or "Plaintiff"),¹ by and through as Pro Se Litigant, files the following motion to dismiss the defendant's counter-claim pursuant to SC Rule 41(a)(1)(A)(i). This notice is to request a dismiss the defendant's counter-claim prior to responsive pleading being served and before evidence is introduced at a hearing or trial.

WHEREFORE, Plaintiff hereby request that the Court accept this motion to dismiss the counterclaim as the plaintiff has also motioned to dismiss the entire claim prior to counterclaim being filed.

Respectfully submitted,

By: Shanna D. Rhodes (Plaintiff)

386-281-9876

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 12th, 2021 I filed the foregoing at the Magistrate Court in Berkeley County, Moncks Corner Magistrate North, and served a copy via U.S. Mail to:

Bullet Motors
Reg Agent: Robert Rose
1306 Alexander Circle
Summerville, SC 29486

Telephone: (843) 499-8029
Email: dawn@bulletmotors.com

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BULLET MOTORS LLC

PLAINTIFF(S)

VS.

SHANNA DENISE RHODES

DEFENDANT(S)

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT AND COMPLAINT

(Claim & Delivery)

FILED

OCT 12 2021

BERKELEY COUNTY
MAGISTRATE COURT

Plaintiff, BULLET MOTORS LLC personally appearing before me, who being duly sworn, states the following:

1. The plaintiff is the owner, or is entitled to possession, of the property described below. (Give detailed description of each item):

2014 WHITE FORD FUSION, VIN NO. 3FA6P0SU3ER275736

2. The property described above is being wrongfully withheld by the defendant, SHANNA DENISE RHODES.

3. To the best knowledge of the plaintiff, the property is being withheld by the defendant because:

Defendant wrongfully believes that the car was improperly registered and is illegal to drive. Accordingly, she (1) parked the vehicle in a concealed location; (2) cancelled her insurance on the vehicle in violation of the contract of sale (see Exhibit 1); and (3) is refusing to pay the final down payment as required by the contract of sale (see Exhibit 2). Specifically, in Exhibit 3, Defendant expressly confirms that the main reason she is withholding the vehicle is because the dealership failed to register the vehicle. In response, Plaintiff has informed Defendant numerous times, in person and via the below counsel, that the dealership has 45 days to register the vehicle and/or transfer tags provided to the dealership per regulation. See Exhibit 4. In fact, the regulation explicitly recognizes the situation that Defendant found herself in when she was stopped by the police for tags still registered on another vehicle and provides the following guidance:

"South Carolina law allows owners of vehicles to transfer license plates from one vehicle to another. If a person intends to transfer a license plate from one vehicle to another vehicle, s/he may place the license plate to be transferred on the newly acquired vehicle on the date of purchase. The "Bill of Sale" for the new vehicle and a copy of the registration that corresponds to the license plate must be maintained in the new vehicle at all times to verify its date of purchase to a law enforcement officer." Exhibit 4, pg. 1-18.

Further, the regulation provides:

"A South Carolina resident who purchases a new or used vehicle must obtain a South Carolina title and registration within 45 days of purchasing the vehicle. This time limit is the same whether customers are purchasing new license plates or transferring old ones. If you choose to process the title or registration for your customer, you must deliver the title or registration to the customer within the same 45-day period." Exhibit 4, pg. 2-2.

As of the date of this filing, only 40 days have elapsed since purchase. Notwithstanding that fact, the dealership transferred the tags at the SCDMV on August 27, 2021, well within the 45 day time period to do so, as evidenced by Exhibit 5.

4. The property was not taken from the ownership or possession of the plaintiff due to any tax, fine or assessment (and if so seized, it should not have been by virtue of its exempt status).
5. The actual value of the above described property is: (Itemize and give total if more than one item involved.)

***TOTAL \$ 7,500.00**.**

That this amount has been determined in the following manner, to wit:

****Although the retail sales value of this vehicle is \$15,000 or more as evidence by Exhibit 2, Plaintiff submits to the jurisdiction of the Magistrate's Court in an effort to quickly and efficiently obtain recovery of its asset.**

That the Notice of Right to Cure is required by Section 27-5-110 and Section 27-5-111, Code of Laws of South Carolina, 1976, as amended, has been given on -- is not required as the Defendant failed to pay the down payment, which does not bear interest and is not considered an installment payment under the Notice of Right to Cure statute. As of the date of this filing, Defendant has not yet missed an installment payment, rather she failed to fully pay the deferred down payment; therefore, the dealership is entitled to a return of its asset as provided for in Exhibit 2. Further, and as an additional reason for why the Notice of Right to Cure statute does not apply, Defendant has expressly stated that she will not remit any more payments for the vehicle, down payment or otherwise, and she is demanding a refund of her \$2,000.00, even though she breached the agreement and has had sole control and access to the vehicle since July 31, 2021.

Additionally, Plaintiff clearly explained S.C. Code Sec. 27-5-110 and the Notice of Right to Cure to Defendant at the time of purchase and informed Plaintiff that the two deferred down payment amounts of \$600 each were not installment payments and were not subject to the Notice and Right to Cure statute. Failure to pay the deferred down payments was an immediate breach of the agreement and would require a return of the vehicle to the dealership. Plaintiff will present the video evidence of this allegation at the hearing of this matter, if necessary. (is not required).

DATED: 9/10/2021

SANDRA J. CARR
Notary Public, South Carolina
My Commission Expires
February 8, 2027

Sworn to before me,
this 10th day of September, 2021

Magistrate or Notary Public for South Carolina

My Commission expires 2-8-2027

R. Andrew Wald
Plaintiff (or his attorney or agent)

FOR COURT USE ONLY
ENDORSEMENT OF DISPOSSESSION

Based upon the showing of plaintiff made by affidavit and:

(☐ "hearing held and date" or ☐ "no other")

the court hereby directs the constable to immediately take possession of the above described personal property from the defendant and to:

- ☐ retain protective possession of the personal property until otherwise instructed by the Court.
☐ deliver possession of the personal property to

IT IS SO ORDERED.

Dated: _____

Magistrate

1751

IN THE MAGISTRATE'S COURT

BULLET MOTORS, LLC

SUMMONS

CLAIM and DELIVERY

5

Defendant(s)

6185 Rivers Ave, Suite E

01

Time

to answer this complaint, or judgement will be given against you by default for the possession of the said personal property or in the event possession cannot be had for the value thereof in the amount of \$ 7500 together with the cost and disbursement of this action.

9/15/21

JOANNA E. SUMMEY

ORDER RESTRAINING DAMAGE OR CONCEALMENT OF PROPERTY

You, _____ the defendant in this action, who, upon information and belief, has possession of the personal property describe in the attached Complaint and Affidavit, are ordered to restrain from damage, concealing, or removing from Charleston County the described property.

This order shall remain in effect until final adjudication of this action, the violation of this order shall subject you to a fine of \$100.00 or a term of imprisonment of thirty (30) days.

9152

JOANNA E. SUMMEY

553-4003

RECEIVED

MAY 30 2023

SC Court of Appeals

EXHIBIT NINE

Rhodes vs Bullet Motors LLC – Case No. 2021-CP-08-02250

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A 2021-CP-08-2250

Shanna Rhodes,

Plaintiff,

vs.

ORDER

Bullet Motors LLC,

Defendant.

RECEIVED

MAY 30 2023

SC Court of Appeals

THIS MATTER comes before the Court on motion of the Plaintiff Shanna Rhodes (“Rhodes”) to dismiss Defendant Bullet Motors, LLC’s (“Bullet Motors”) Counterclaim pursuant to Rule 41(a) of the South Carolina Rules of Civil Procedure. The hearing on this Motion was held on January 18, 2022. Shanna Rhodes appeared *pro se* and Andrea L. McDonald, Esquire, appeared for Defendant Bullet Motors. After careful consideration of all oral arguments and the record properly before the Court, this Court denies the Motion to Dismiss Defendant’s Counterclaim.

This case was initially filed in Small Claims Court for Berkeley County. Rhodes filed her Complaint on September 17, 2021, alleging, among other things, multiple violations of South Carolina’s Unfair Trade Practices Act. Bullet Motors timely answered on October 11, 2021, and included Counterclaims against Rhodes for breach of contract and breach of contract accompanied by fraudulent act. Also on October 11, Bullet Motors moved to transfer the case to the Court of Common Pleas pursuant to Section 22-3-20 of the South Carolina Code as the counterclaims exceeded the magistrates’ civil jurisdictional amount. The next day, Rhodes dismissed her claims

against Bullet Motors and moved to dismiss the counterclaims against her, pursuant to Rule 41(a) of the South Carolina Rules of Procedure.

The Motion to Dismiss was made on the grounds that the voluntary dismissal of Rhodes own claim against Bullet Motors effectively ended the dispute. While the Court understands that Rhodes has already dismissed the underlying claims, that does not automatically render counterclaims dismissed under the South Carolina Rules of Civil Procedure. Rule 41(a)(1) allows a plaintiff to voluntarily dismiss an action without court order by filing a notice of dismissal at any time before service by the adverse party of an answer or motion for summary judgment. A court shall not, however, dismiss an action at the plaintiff's request if a counterclaim has been pleaded by a defendant prior to service upon him of the plaintiff's motion to dismiss. Rule 41(a)(2), SCRPC.

In the instant case, Bullet Motors filed its Answer, including its Counterclaim against Rhodes, on October 11, 2021. Rhodes subsequently filed her Motion to Dismiss on October 12, 2021. Thus, the Court may not dismiss the Counterclaim over the objection of Bullet Motors. In accordance with Rule 12(a), SCRPC, Rhodes must answer the Counterclaim against her within fifteen (15) days of notice of this Court's action, which occurred on March 9, 2022, via electronic mail at the address specifically provided by Rhodes.

NOW THEREFORE, Plaintiff Shanna Rhodes' Motion to Dismiss the Counterclaim is DENIED.

IT IS SO ORDERED.

The Honorable Jennifer B. McCoy

Berkeley County, SC
March __, 2022



Berkeley Common Pleas

Case Caption: Shanna Rhodes VS Bullet Motors, LLC

Case Number: 2021CP0802250

Type: Order/Dismissal

So Ordered

s/Jennifer B. McCoy #2764

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

Shanna Rhodes,

Plaintiff,

vs.

Bullet Motors LLC,

Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A 2021-CP-08-2250

AFFIDAVIT OF AMOUNT DUE

I, Robert Rose, having been duly sworn, depose and state as follows:

1. My name is Robert Rose, and I am more than twenty-one years of age, of sound mind, and competent to make this affidavit and to testify to the matters stated herein. The statements contained herein are within my personal knowledge.

2. I am the Owner of Bullet Motors LLC ("Bullet Motors"), the Defendant in this case. I am very familiar with the circumstances surrounding this litigation and Bullet Motors' contractual relationship with Shanna Rhodes, the Plaintiff in this action.

3. Bullet Motors is in the business of selling previously used vehicles and offers in-house financing options to its customers.

4. On July 31, 2021, Plaintiff entered into a Retail Installment Contract (the "Contract") to purchase a Ford Fusion, VIN No. 3FA6P0SU3ER275736 (the "Vehicle"). Plaintiff signed and/or initialed each page of the Contract.

5. Pursuant to the terms of the Contract, Plaintiff agreed to purchase the Vehicle and financing was provided in the principal amount of \$13,305.00. The Contract specified that, prior to financing, the total down payment was \$3,200 to be paid by an initial cash down payment of \$2,000 and two deferred down payments of \$600.00 each. In addition, Plaintiff was to make sixty-

nine (69) bi-weekly payments of \$312.00 and a final payment of \$3.72 for a total contract amount of \$24,731.72.

6. Bullet Motors has not received the amounts due to it under the terms of the contract.

7. August 16, 2021, was the last date that Bullet Motors received any payments for the Vehicle. Plaintiff made the initial down payment (\$2,000.00) and first deferred down payment (\$600.00), for a total of \$2,600.00; however, Plaintiff never made any of her bi-weekly payments and no further payments have been received by Bullet Motors from the Plaintiff.

8. Pursuant to the terms of the Contract, Bullet Motors has accelerated the balance due, and Plaintiff is obligated to Bullet Motors in the amount of the Balance Due on the Contract, which was \$13,305.00, plus \$942.83 in interest, as of October 9, 2021.

9. In addition, due to the damaged nature of the vehicle and the wrongful impoundment, Bullet Motors incurred an additional \$9,184.20 in damages.

10. The total damages are the sum certain amount of \$24,032.03, as demonstrated by the transaction history ledger, attached hereto as Exhibit 1, plus pre- and post-judgment interest, attorneys' fees, and the costs of this action.

11. There are no other credits of offsets due and owing.

FURTHER AFFIANT SAYETH NOT.

BULLET MOTORS LLC

By: Robert Rose
Robert Rose

Sworn to and subscribed before me
this 8th day of August, 2022

Juanita L. Simmons
Notary Public for South Carolina
My Commission expires 8/7/2028

Report: C-1-F-P

Lien Held by: BULLET MOTORS

Stock #: 11757380 SHARNA DENISE Rhodes; 14 FORD FUSION

***** APPLIED TO *****										BALANCE		
TRANSACTION	DUE	WHO RECEIPT	DESCRIPTION	AMOUNT	PRINCIPAL	PICK-UP	RECURRING	AFTER	INTEREST		TRANSACTION	RECEIVED
DATE	DATE				BALANCE	NOTE	FEE					
7/31/21	7/31/21	DSB	14,273 EB Down Payment	800.00	800.00						0.00	
7/31/21	7/31/21	DSB	14,275 EC Down Payment	400.00	400.00						0.00	
7/31/21	7/31/21	DSB	14,277 CC Deposit	800.00	800.00						0.00	
8/12/21	8/13/21	DSB	14,447 EC Electronic CC	500.00		500.00				14,005.00		
8/16/21	8/13/21	DSB	14,503 EC Electronic CC	100.00		100.00				13,905.00		
9/21/21	9/10/21	DSB	LF Late Fee	15.60						15.60		
10/05/21	9/24/21	SH	LF Late Fee	15.60						31.20		
10/08/21	9/10/21	DSB	FE backcharge cc	1,290.00		1,290.00				1,321.20		
10/08/21	9/10/21	DSB	FE backcharge fees	105.00		105.00				1,426.20		
10/08/21	9/10/21	DSB	FE Ty	750.00		750.00				2,176.20		
10/08/21	9/10/21	DSB	FE charger	799.00		799.00				2,975.20		
10/08/21	9/10/21	DSB	FE mpound & stora	939.00		939.00				3,914.20		
10/08/21	9/10/21	DSB	FE ngine rprs TBD	1,680.00		1,680.00				5,594.20		
10/08/21	9/10/21	DSB	FE subatog diag ps	280.00		280.00				5,874.20		
10/08/21	9/10/21	DSB	FE o her recon fee	965.00		965.00				6,839.20		
10/08/21	9/10/21	DSB	FE addtln rcvry fs	980.00		980.00				7,819.20		
10/08/21	9/10/21	DSB	FE detail & repair	745.00		745.00				8,564.20		
10/08/21	9/10/21	DSB	FE replace handle	185.00		185.00				8,749.20		
10/08/21	9/10/21	DSB	FE rplc spares&jack	435.00		435.00				9,184.20		

Total Payments Received: 2,600.00 2,000.00 0.00 600.00 0.00 0.00 0.00 0.00

Contract Balance: 13,305.00

Interest Balance: 942.83

Pick-Up Note Balance: 600.00

Fees Balance: 9,184.20

Total Amount Due: 24,032.03

*NOTE: "Total Payments Received" are totals of actual money received, it does not include Fees Added, Forgive Charges, or Write Offs.

Exhibit 1

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Shanna Rhodes,

Plaintiff,

vs.

Bullet Motors LLC,

Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A 2021-CP-08-2250

**AFFIDAVIT OF
R. ANDREW WALDEN**

The undersigned, R. ANDREW WALDEN, being duly sworn, deposes and states as follows:

1. I am an attorney in the law firm of Womble Bond Dickinson (US) LLP in Charleston, South Carolina, and I, along with Andrea L. McDonald, Esq., am the attorney for Defendant Bullet Motors LLC ("Bullet Motors") in the above-captioned case. The statements made in this affidavit are based upon my personal knowledge and involvement in this litigation.

2. I am a member in good standing of the South Carolina bar, and I have been a practicing attorney for 9 years under SC Bar No. 101004.

3. Plaintiff initiated this matter on September 17, 2021, by filing the Summons and Complaint. Defendant, Bullet Motors LLC, timely answered on October 11, 2021, and included Counterclaims against Plaintiff. On October 12, 2021, Plaintiff dismissed her claims against Defendant and moved to dismiss the Counterclaims against her. Plaintiff's Motion was denied by Court Order dated March 9, 2022, and Plaintiff was ordered to answer the counterclaims. Following Plaintiff's failure to answer, Bullet Motors requested entry of default and is now pursuing default judgment to recover its damages and attorneys' fees and costs.

4. Womble Bond Dickinson represented Bullet Motors in this matter on an hourly basis from approximately September 17, 2021, to present. As the managing attorney on this matter, I directed the litigation using the attorneys and staff from my firm. My hourly rate, and the rates of those attorneys and paralegals I worked with on this case are summarized below.

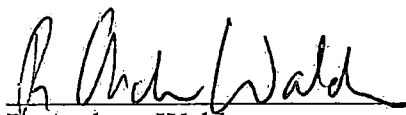
5. These rates are reasonable and consistent with those customarily charged in this locality for similar legal services, for cases with a level of difficulty and complexity such as this matter. The tasks devoted to this matter have included, but are not limited to, preparing pleadings, communications and conferences with the client, and preparing for and attending the hearing on Plaintiff's motion to dismiss. The following fees and costs were incurred in the defense of this matter between September 17, 2021 and August 31, 2022.

- a. I, R. Andrew Walden, billed .50 hours at a discounted rate of \$315.00 per hour and 10.5 hours at my standard rate of \$395.00 per hour, for total fees of \$4,305.00.
- b. Andrea L. McDonald billed 24.7 hours at a rate of \$300.00 per hour for total fees of \$7,410.00.
- c. Carol Casey, a paralegal at the firm, billed .6 hours at a rate of \$300 per hour for total fees of \$180.00.
- d. Carla Cerchione, a legal practitioner assistant, billed .9 hours at the rate of \$185 per hour for total fees of \$166.50.
- e. Costs incurred in this action amounted to \$54.06 for the filing of the Answer & Counterclaims and the request for Entry of Default.

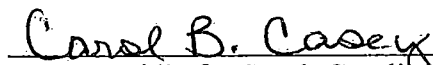
6. I have reviewed the time entries and invoices associated with this matter, and the figures contained herein are a true and accurate accounting of the fees in the case.

7. As of August 31, 2022, this firm's fees and costs for handling the matter totaled \$12,115.56, as reflected above. All attorneys' fees were reasonably and necessarily incurred by Bullet Motors in defending this case and represent fees to which Bullet Motors is entitled to recover.

FURTHER AFFIANT SAYETH NOT.


R. Andrew Walden
S.C. Bar No. 101004

Sworn to and subscribed before me
this 28 day of September 2022


Notary Public for South Carolina
My Commission expires March 1, 2029

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Shanna Rhodes,

Plaintiff,

vs.

Bullet Motors LLC,

Defendant.

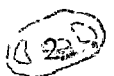
IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A 2021-CP-08-2250

**AFFIDAVIT OF
ANDREA L. MCDONALD**

The undersigned, ANDREA L. MCDONALD, being duly sworn, deposes and states as follows:

1. I am an attorney in the law firm of Womble Bond Dickinson (US) LLP in Charleston, South Carolina, and I, along with R. Andrew Walden, Esq., am the attorney for Defendant Bullet Motors LLC ("Bullet Motors") in the above-captioned case. The statements made in this affidavit are based upon my personal knowledge and involvement in this litigation.

 I am a member in good standing of the South Carolina bar, and I have been a practicing attorney since October 27, 2021 under SC Bar No. 105308.

3. On or about January 12, 2022, I began working on this matter. At that time, Plaintiff had moved to dismiss Bullet Motors' Counterclaims against her.

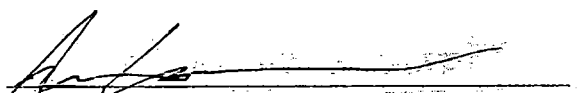
4. I represented Bullet Motors at the hearing on Plaintiff's Motion, which was denied by Court Order on March 9, 2022. Since that time Plaintiff has failed to answer the counterclaims, despite being ordered to do so by the Court. Consequently, Bullet Motors requested entry of default and is now pursuing default judgment to recover its damages and attorneys' fees and costs.

5. My work primarily involved researching applicable law, drafting motions, and providing guidance to Bullet Motors.

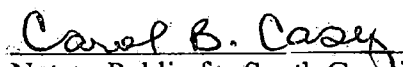
6. Between January 12, 2022 and August 31, 2022, I billed 24.7 hours at a rate of \$300.00 per hour, for total fees of \$7,410.00. I have continued to work on this matter since August 31, 2022, for purposes of obtaining default judgment. These rates are reasonable and consistent with those customarily charged in this locality for similar legal services, for cases with a level of difficulty and complexity such as this matter.

7. I have reviewed my time entries associated with this matter, and the figures contained herein are a true and accurate account of the fees in this case.

8. The facts contained in the foregoing statements are true and correct, to the best of my knowledge and belief.


Andrea L. McDonald
S.C. Bar No. 105308

Sworn to and subscribed before me
this 28 day of September, 2022


Notary Public for South Carolina
My Commission expires March 1, 2029

RECEIVED

MAY 30 2023

SC Court of Appeals

EXHIBIT TEN

Rhodes vs Bullet Motors LLC — Case No. 2021-CP-08-02250

STATE OF SOUTH CAROLINA
COUNTY OF Berkeley
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP0802250

Shanna Rhodes
PLAINTIFF(S)

Bullet Motors, LLC
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court.

This matter comes before the Court on the Plaintiff, Shanna Rhodes', Motion to Dismiss Defendant's Default Motion for Judgment, filed February 23, 2023. At the call of the case, the Court was informed that Judge Jennifer B. McCoy had signed a Form 4 granting a Motion for Default Judgment filed by the Defendant on September 28, 2022. Pursuant to the Form 4, the Defendant was directed to file a formal proposed order within ten days of the Form 4's filing. A final order and judgment in this matter has not been filed as of the date of this hearing. Therefore, the Plaintiff's pending Motion is premature and must be continued until such time that a final judgment has been entered i on the Defendant's Motion for Default Judgment. The Plaintiff's motion is continued until such time that a final judgment has been entered.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/23/2023 .

Shanna Rhodes for Shanna Rhodes
Shanna Rhodes for Shanna Rhodes

RECEIVED

MAY 30 2023

SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Berkeley Common Pleas

Case Caption: Shanna Rhodes VS Bullet Motors, LLC

Case Number: 2021CP0802250

Type: Order/Electronic Form 4

~~IT IS SO ORDERED.~~

~~s/D.L. Jefferson Ninth Judicial Circuit Judge 2128~~

~~Electronically signed on 2023-05-23 11:59:41 page 3 of 3~~

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Berkeley
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021 CP-08-2250

Shanna Rhodes

Bullet Motors LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Andrea L. McDonald

Attorney for : ☐ Plaintiff ☒ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Bullet Motors LLC	Shanna Rhodes	\$39,519.15 plus post-judgment interest at statutory rate (11.50%)
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

[illegible]



Berkeley Common Pleas

Case Caption: Shanna Rhodes VS Bullet Motors, LLC

Case Number: 2021CP0802250

Type: Order/Judgment by Default and Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2023-05-23 14:30:17 page 9 of 9

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

Shanna Rhodes,

Plaintiff,

vs.

Bullet Motors LLC,

Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A 2021-CP-08-2250

ORDER FOR DEFAULT JUDGMENT

THIS MATTER comes before the Court on the motion of Defendant Bullet Motors, LLC ("Bullet Motors" or "Defendant") for default judgment on its counterclaims against Plaintiff Shanna Rhodes. The hearing on this Motion was held on January 18, 2023. R. Andrew Walden, Esquire, appeared for Bullet Motors and Plaintiff Shanna Rhodes appeared *pro se*. After careful consideration of all oral arguments and the record before the Court, this Court grants the Motion for Default Judgment and finds as follows:

1. The above-captioned action was commenced by Summons and Complaint filed by Plaintiff on September 9, 2021, in the Magistrate's Court of Berkeley County, South Carolina, and served upon Defendant on September 28, 2021.

X 2. Defendant timely answered and asserted counterclaims on October 11, 2021, in addition to a motion to transfer the matter to the Court of Common Pleas pursuant to S.C. Code Ann. § 22-3-20 as the counterclaim exceeded the jurisdictional limit.

3. Defendant's Answer and Counterclaims asserted claims for breach of contract and breach of contract accompanied by a fraudulent act against Plaintiff (the "Counterclaims").

4. Plaintiff voluntarily dismissed her claim on October 12, 2021, and moved to dismiss the Counterclaim against her.

Printed May 18, 2023 -



Berkeley County 9th Judicial Circuit Public Index



[Berkeley County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Shanna Rhodes VS Bullet Motors, LLC

Case Number:	2021CP0802250	Court Agency:	Common Pleas	Filed Date:	10/22/2021
Case Type:	Common Pleas	Case Sub Type:	Breach of Cont 140	File Type:	Non-Jury
Status:	Pending/ADR Sanctions	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

[Case Parties](#) [Judgments](#) [Tax Map Information](#) [Associated Cases](#) [Actions](#) [Financials](#)

Click the ☒ icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Barker, Jacob Shuler	225 Seven Farms Drive Suite 207 Charleston SC 29492				Alternate Mediator		03/29/2022
☒ Bullet Motors, LLC	1306 Alexander Circle Summerville SC 29486				Defendant		05/17/2023
McDonald, Andrea L.	PO Box 999 Charleston SC 29402				Defendant Attorney		05/12/2023
Walden, Robert Andrew	5 Exchange Street PO Box 999 Charleston SC 294020999				Defendant Attorney		10/22/2021
Fortson, H. Brent	100 Tower Dr., Unit 12 Greenville SC 29607				Mediator		03/29/2022
☒ McDonald, Andrea L.	PO Box 999 Charleston SC 29402				Defendant Attorney		05/12/2023
Bullet Motors, LLC	1306 Alexander Circle Summerville SC 29486				Defendant		05/17/2023
☒ Rhodes, Shanna					Plaintiff		02/23/2023
☒ Rhodes, Shanna	3645 Marketplace Blvd Suite 130 Unit 535 East Point GA 30344				Plaintiff Pro Se		06/27/2022
☒ Walden, Robert Andrew	5 Exchange Street PO Box 999 Charleston SC 294020999				Defendant Attorney		10/22/2021
Bullet Motors, LLC	1306 Alexander Circle Summerville SC 29486				Defendant		05/17/2023

5. ~~Plaintiff's motion to dismiss the Counterclaim was denied on March 25, 2022;~~ therein, Plaintiff was instructed to answer the ~~Counterclaim against her within fifteen (15) days~~ from March 9, 2022.

6. Defendant waited an additional twenty (20) days after the notice before requesting an entry of default since Plaintiff failed to answer or otherwise respond to Defendant's Counterclaims within the prescribed period of time.

7. Default was entered against the Plaintiff on May 11, 2022.

8. Defendant filed a Motion for a Default Judgment pursuant to Rule 55(b) of the South Carolina Rules of Civil Procedure in a sum certain amount on September 28, 2022.

9. Defendant's claims against Plaintiff are for the sum certain amount of \$24,032.03, which is the amount owed under the contract and costs incurred in collecting and repairing the Vehicle; prejudgment interest accruing at the statutory rate of 8.75% from October 12, 2021, until judgment and accruing at the legal rate thereafter until paid in full; reasonable attorneys' fees and costs of \$12,061.50; and the costs of this action of \$79.06.

NOW, THEREFORE, pursuant to Rule 55 of the South Carolina Rules of Civil Procedure, it is hereby ORDERED that Defendant Bullet Motors have judgment against Plaintiff Shanna Rhodes as follows:

- a. \$24,032.03 for breach of contract;
- b. \$3,346.56 of pre-judgment interest as of May 16, 2023;
- c. \$12,061.50 in attorneys' fees;
- d. \$79.06 in court costs; and
- e. Post-judgment interest at the legal rate from the date of judgment until paid in full.

IT IS SO ORDERED.

Honorable Jennifer B. McCoy
Circuit Court Judge

May __, 2023
Berkeley, South Carolina



Berkeley County 9th Judicial Circuit Public Index



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Shanna Rhodes VS Bullet Motors, LLC

Case Number:	2021CP0802250	Court Agency:	Common Pleas	Filed Date:	10/22/2021
Case Type:	Common Pleas	Case Sub Type:	Breach of Cont 140	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Judgment	Disposition Date:	05/23/2023	Disposition Judge:	McCoy, Jennifer B.
Original Source Doc:		Original Case #:			
Judgment Number:	2021CP0802250	Court Roster:			

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Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Bullet Motors, LLC	NEF(05-23-2023 02:55:17 PM) Order/Judgment by Default an...	Filing		05/23/2023-14:55		
Bullet Motors, LLC	Order/Judgment by Default and Form 4	Order		05/23/2023-14:55		
Rhodes, Shanna	Judgment/Default	Judgment		05/23/2023-14:54		
Bullet Motors, LLC	Judgment/Default	Judgment		05/23/2023-14:54		
Rhodes, Shanna	NEF(05-23-2023 12:24:22 PM) Order/Electronic Form 4	Filing		05/23/2023-12:24	05/23/2023-12:24	
Rhodes, Shanna	Order/Electronic Form 4/Continued	Order		05/23/2023-12:24	05/23/2023-12:24	
Bullet Motors, LLC	NEF(05-22-2023 12:00:18 PM) Response	Filing		05/22/2023-12:03	05/23/2023-12:03	
Bullet Motors, LLC	Response	Filing		05/22/2023-12:00	05/23/2023-12:00	
Bullet Motors, LLC	NEF(05-17-2023 03:06:12 PM) Proposed Order/Judgment by D...	Filing		05/17/2023-16:20	05/23/2023-16:20	
Bullet Motors, LLC	Order/Order Cover Sheet \$25.00	Filing		05/17/2023-15:06	05/23/2023-15:06	
Bullet Motors, LLC	NEF(05-15-2023 04:19:19 PM) Order/Electronic Form 4	Filing		05/15/2023-16:19	05/23/2023-16:19	
Bullet Motors, LLC	Order/Electronic Form 4/Motion Default Judgment (GRANTED)	Order		05/15/2023-16:19	05/23/2023-16:19	
Rhodes, Shanna	5/23/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/15/2023-13:29	05/23/2023-13:29	
Walden, Robert Andrew	5/23/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/15/2023-13:29	05/23/2023-13:29	
McDonald, Andrea L.	5/23/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/15/2023-13:29	05/23/2023-13:29	
Walden, Robert Andrew	5/22/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/12/2023-15:51	05/23/2023-15:51	
McDonald, Andrea L.	5/22/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/12/2023-15:51	05/23/2023-15:51	
Rhodes, Shanna	5/22/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/12/2023-15:51	05/23/2023-15:51	
Rhodes, Shanna	Motion/Dismiss	Motion	Motion Docket - May 23, 2023 ONLY (VIRTUAL HEARINGS)	02/23/2023-12:37	05/23/2023-12:37	
Bullet Motors, LLC	NEF(01-19-2023 09:52:15 AM) Letter/Letter	Filing		01/19/2023-10:00	05/23/2023-10:00	

Bullet Motors, LLC	Letter/Letter	Filing		01/19/2023-09:52	05/23/2023-09:52	   
Walden, Robert Andrew	1/18/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		01/05/2023-12:29	05/23/2023-12:29	
McDonald, Andrea L.	1/18/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		01/05/2023-12:29	05/23/2023-12:29	
Rhodes, Shanna	1/18/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		01/05/2023-12:29	05/23/2023-12:29	
Bullet Motors, LLC	NEF(12-09-2022 01:04:53 PM) Letter/Letter	Filing		12/09/2022-13:12	05/23/2023-13:12	
Bullet Motors, LLC	Letter/Letter	Filing		12/09/2022-13:04	05/23/2023-13:04	
Walden, Robert Andrew	12/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		11/23/2022-16:40	05/23/2023-16:40	
McDonald, Andrea L.	12/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		11/23/2022-16:40	05/23/2023-16:40	
Rhodes, Shanna	12/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		11/23/2022-16:40	05/23/2023-16:40	
Walden, Robert Andrew	11/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		10/06/2022-15:50	05/23/2023-15:50	
Rhodes, Shanna	11/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		10/06/2022-15:50	05/23/2023-15:50	
McDonald, Andrea L.	11/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		10/06/2022-15:50	05/23/2023-15:50	
Bullet Motors, LLC	Decline to Sign:Order/Judgment and Form 4	Filing		10/03/2022-15:44	05/23/2023-15:44	
Bullet Motors, LLC	Decline to Sign:Order/Form 4	Filing		10/03/2022-15:39	05/23/2023-15:39	
Bullet Motors, LLC	NEF(09-28-2022 03:55:20 PM) Motion/Default Judgment	Filing		09/28/2022-16:26	05/23/2023-16:26	
Bullet Motors, LLC	Motion/Default Judgment	Motion		09/28/2022-15:55	05/23/2023-15:55	   
Bullet Motors, LLC	NEF(09-28-2022 03:44:10 PM) Notice/Notice of Appearance	Filing		09/28/2022-15:44	05/23/2023-15:44	
Bullet Motors, LLC	Notice/Notice of Appearance	Filing		09/28/2022-15:44	05/23/2023-15:44	
Rhodes, Shanna	Notice/Email; Updated Address from 126 Savannah Drive,	Filing		06/27/2022-13:44	05/23/2023-13:44	
Rhodes, Shanna	ADR/Notice of ADR	Action		06/27/2022-09:55	05/23/2023-09:55	
Rhodes, Shanna	Mail: Return to Sender	Filing		05/23/2022-13:30	05/23/2023-13:30	
Rhodes, Shanna	ADR/Alternative Dispute Resolution (Workflow)	Action		05/20/2022-08:53	06/27/2022-08:53	
Bullet Motors, LLC	NEF(05-11-2022 03:29:19 PM) Order/Entry of Default	Filing		05/11/2022-15:29	05/23/2023-15:29	
Bullet Motors, LLC	Order/Entry of Default	Order		05/11/2022-15:29	05/23/2023-15:29	 
Bullet Motors, LLC	NEF(04-13-2022 04:14:15 PM) Proposed Order/Entry of Defa...	Filing		04/13/2022-16:44	05/23/2023-16:44	
Bullet Motors, LLC	Order/Order Cover Sheet \$25.00	Filing		04/13/2022-16:14	05/23/2023-16:14	
Rhodes, Shanna	Archived Document	Filing		03/29/2022-00:00	05/23/2023-00:00	
Rhodes, Shanna	Archived Document	Filing		03/29/2022-00:00	05/23/2023-00:00	
Walden, Robert Andrew	Archived Document	Filing		03/29/2022-00:00	05/23/2023-00:00	
Fortson, H. Brent	Archived Document	Filing		03/29/2022-00:00	05/23/2023-00:00	
Barker, Jacob Shuler	Archived Document	Filing		03/29/2022-00:00	05/23/2023-00:00	
Bullet Motors, LLC	NEF(03-25-2022 10:57:10 AM) Order/Dismissal	Filing		03/25/2022-10:57	05/23/2023-10:57	
Bullet Motors, LLC	Order/Plaintiff's Motion to Dismiss-Counterclaim (DENIED)	Order		03/25/2022-10:57	05/23/2023-10:57	
Bullet Motors, LLC	NEF(03-18-2022 05:16:32 PM) Proposed Order/Dismissal	Filing		03/21/2022-08:31	05/23/2023-08:31	

Bullet Motors, LLC	Order/Order Cover Sheet \$25.00	Filing		03/18/2022-17:16	05/23/2023-17:16	
Rhodes, Shanna	NEE(03-09-2022 03:38:55 PM) Order/Electronic Form 4	Filing		03/09/2022-15:46	05/23/2023-15:46	
Rhodes, Shanna	Order/Electronic Form 4 (DENIED)	Order		03/09/2022-15:38	05/23/2023-15:38	
Walden, Robert Andrew	1/18/2022 MOTHEA Roster/Notice of Motions Roster Publication	Action		01/06/2022-13:10	05/23/2023-13:10	
Rhodes, Shanna	1/18/2022 MOTHEA Roster/Notice of Motions Roster Publication	Action		01/06/2022-13:10	05/23/2023-13:10	
Rhodes, Shanna	Filing/Other- Notification change	Filing		10/22/2021-11:52	05/23/2023-11:52	
Bullet Motors, LLC	Order Transferred to Common Pleas (Judge Ava Bryant)	Order		10/22/2021-09:52	05/23/2023-09:52	
Rhodes, Shanna	Motion/Dismiss Defendant's Counterclaim	Motion		10/22/2021-09:33	03/09/2022-10:06	
Rhodes, Shanna	Plaintiff's Stipulation of Dismissal as settled w/out Prej	Filing		10/22/2021-09:30	05/23/2023-10:50	
Bullet Motors, LLC	Answer and Counterclaim of Bullet Motor, LLC	Filing		10/22/2021-09:26	05/23/2023-09:26	
Bullet Motors, LLC	Motion to Transfer to Common Pleas	Filing		10/22/2021-09:12	05/23/2023-10:43	
Bullet Motors, LLC	Letter/Letter	Filing		10/22/2021-09:11	05/23/2023-10:39	
Rhodes, Shanna	Service/Affidavit Of Service	Filing		10/22/2021-09:10	05/23/2023-09:10	
Rhodes, Shanna	Affidavit of Change of Venue	Filing		10/22/2021-09:08	05/23/2023-09:08	
Rhodes, Shanna	Filing Fees Waived	Filing		10/22/2021-09:05	05/23/2023-09:05	
Rhodes, Shanna	Summons & Complaint	Filing		10/22/2021-08:17	05/23/2023-08:17	
Rhodes, Shanna	Certificate of Transmittal	Filing		10/21/2021-08:56	05/23/2023-08:56	

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Shanna Rhodes VS Bullet Motors, LLC

Case Number:	2021CP0802250	Court Agency:	Common Pleas	Filed Date:	10/22/2021
Case Type:	Common Pleas	Case Sub Type:	Breach of Cont 140	File Type:	Non-Jury
Status:	Pending/ADR Sanctions	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Docum
Bullet Motors, LLC	NEF(05-17-2023 03:06:12 PM) Proposed Order/Judgment by D...	Filing		05/17/2023-16:20		
Bullet Motors, LLC	Order/Order Cover Sheet \$25.00	Filing		05/17/2023-15:06		
Bullet Motors, LLC	NEF(05-15-2023 04:19:19 PM) Order/Electronic Form 4	Filing		05/15/2023-16:19		
Bullet Motors, LLC	Order/Electronic Form 4/Motion Default Judgment (GRANTED)	Order		05/15/2023-16:19		
Rhodes, Shanna	5/23/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/15/2023-13:29		
Walden, Robert Andrew	5/23/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/15/2023-13:29		
McDonald, Andrea L.	5/23/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/15/2023-13:29		
Walden, Robert Andrew	5/22/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/12/2023-15:51		
McDonald, Andrea L.	5/22/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/12/2023-15:51		
Rhodes, Shanna	5/22/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		05/12/2023-15:51		
Rhodes, Shanna	Motion/Dismiss	Motion	Motion Docket May 23, 2023 ONLY (VIRTUAL HEARINGS)	02/23/2023-12:37		
Bullet Motors, LLC	NEF(01-19-2023 09:52:15 AM) Letter/Letter	Filing		01/19/2023-10:00		
Bullet Motors, LLC	Letter/Letter	Filing		01/19/2023-09:52		

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LLC					
Rhodes, Shanna	1/18/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		01/05/2023-12:29	
Walden, Robert Andrew	1/18/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		01/05/2023-12:29	
McDonald, Andrea L.	1/18/2023_MOTHEA_Roster/Notice of Motions Roster Publication	Action		01/05/2023-12:29	
Bullet Motors, LLC	NEF(12-09-2022 01:04:53 PM) Letter/Letter	Filing		12/09/2022-13:12	
Bullet Motors, LLC	Letter/Letter	Filing		12/09/2022-13:04	
McDonald, Andrea L.	12/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		11/23/2022-16:40	
Rhodes, Shanna	12/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		11/23/2022-16:40	
Walden, Robert Andrew	12/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		11/23/2022-16:40	
McDonald, Andrea L.	11/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		10/06/2022-15:50	
Walden, Robert Andrew	11/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		10/06/2022-15:50	
Rhodes, Shanna	11/1/2022_NJT_Roster/Notice of Case Roster Publication Sent	Action		10/06/2022-15:50	
Bullet Motors, LLC	Decline to Sign:Order/Judgment and Form 4	Filing		10/03/2022-15:44	
Bullet Motors, LLC	Decline to Sign:Order/Form 4	Filing		10/03/2022-15:39	
Bullet Motors, LLC	NEF(09-28-2022 03:55:20 PM) Motion/Default Judgment	Filing		09/28/2022-16:26	
Bullet Motors, LLC	Motion/Default Judgment	Motion		09/28/2022-15:55	  
Bullet Motors, LLC	NEF(09-28-2022 03:44:10 PM) Notice/Notice of Appearance	Filing		09/28/2022-15:44	
Bullet Motors, LLC	Notice/Notice of Appearance	Filing		09/28/2022-15:44	
Rhodes, Shanna	Notice/Email; Updated Address from 126 Savannah Drive,	Filing		06/27/2022-13:44	
Rhodes, Shanna	ADR/Notice of ADR	Action		06/27/2022-09:55	
Rhodes, Shanna	Mail: Return to Sender	Filing		05/23/2022-13:30	
Rhodes, Shanna	ADR/Alternative Dispute Resolution (Workflow)	Action		05/20/2022-08:53	06/27/2022-08:53
Bullet Motors, LLC	NEF(05-11-2022 03:29:19 PM) Order/Entry of Default	Filing		05/11/2022-15:29	
Bullet Motors, LLC	Order/Entry of Default	Order		05/11/2022-15:29	 
Bullet Motors,	NEF(04-13-2022 04:14:15 PM) Proposed Order/Entry of Defa...	Filing		04/13/2022-16:44	

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LLC					
Bullet Motors, LLC	Order/Order Cover Sheet \$25.00	Filing		04/13/2022-16:14	
Rhodes, Shanna	Archived Document	Filing		03/29/2022-00:00	
Rhodes, Shanna	Archived Document	Filing		03/29/2022-00:00	
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Fortson, H. Brent	Archived Document	Filing		03/29/2022-00:00	
Barker, Jacob Shuler	Archived Document	Filing		03/29/2022-00:00	
Bullet Motors, LLC	NEF(03-25-2022 10:57:10 AM) Order/Dismissal	Filing		03/25/2022-10:57	
Bullet Motors, LLC	Order/Plaintiff's Motion to Dismiss Counterclaim (DENIED)	Order		03/25/2022-10:57	
Bullet Motors, LLC	NEF(03-18-2022 05:16:32 PM) Proposed Order/Dismissal	Filing		03/21/2022-08:31	
Bullet Motors, LLC	Order/Order Cover Sheet \$25.00	Filing		03/18/2022-17:16	
Rhodes, Shanna	NEF(03-09-2022 03:38:55 PM) Order/Electronic Form 4	Filing		03/09/2022-15:46	
Rhodes, Shanna	Order/Electronic Form 4 (DENIED)	Order		03/09/2022-15:38	
Rhodes, Shanna	1/18/2022_MOTHEA_Roster/Notice of Motions Roster Publication	Action		01/06/2022-13:10	
Walden, Robert Andrew	1/18/2022_MOTHEA_Roster/Notice of Motions Roster Publication	Action		01/06/2022-13:10	
Rhodes, Shanna	Filing/Other- Notification change	Filing		10/22/2021-11:52	
Bullet Motors, LLC	Order Transferred to Common Pleas (Judge Ava Bryant)	Order		10/22/2021-09:52	
Rhodes, Shanna	Motion/Dismiss Defendant's Counterclaim	Motion		10/22/2021-09:33	03/09/2022-10:06
Rhodes, Shanna	Plaintiff's Stipulation of Dismissal as settled w/out Prej	Filing		10/22/2021-09:30	
Bullet Motors, LLC	Answer and Counterclaim of Bullet Motor, LLC	Filing		10/22/2021-09:26	
Bullet Motors, LLC	Motion to Transfer to Common Pleas	Filing		10/22/2021-09:12	
Bullet Motors, LLC	Letter/Letter	Filing		10/22/2021-09:11	
Rhodes, Shanna	Service/Affidavit Of Service	Filing		10/22/2021-09:10	
Rhodes, Shanna	Affidavit of Change of Venue	Filing		10/22/2021-09:08	
Rhodes, Shanna	Filing Fees Waived	Filing		10/22/2021-09:05	

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Rhodes, Shanna	Summons & Complaint	Filing		10/22/2021- 08:17		
Rhodes, Shanna	Certificate of Transmittal	Filing		10/21/2021- 08:56		