

RECEIVED

Jan 10 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia Verdin, Circuit Court Judge

Case No. 2022-CP-23-5459
SC Court of Appeals
2023-00066

24/7 Towing, Inc
Anytime Towing
Elvis Paulino

Respondent

.v.

Christopher Jones

Appellant.

RECORD ON APPEAL

Christopher Jones
309 Perry Avenue
Greenville, South Carolina 29601
864-371-0989
Appellant

24/7 Towing Inc
Anytime Towing
Elvis Paulino
Respondent

INDEX

Order of January 13, 20231

Order of October 4, 2022.....2

Complaint.....3

Answer4

Testimony

 Magistrate Return.....5

 Circuit Court Transcript.....6

Notice of Appeal.....7

Designation of Matter.....8

Initial Brief

Final Brief

Certificate of Appellant

INDEX

1. Orders And Judgments
2. Magistrate Order of October 4, 2022
3. Greenville Common Pleas Order of January 13, 2023
4. Complaint
5. Transcript

Certificate of Service To Respondents

Christopher Jones
PLAINTIFF(S)

Elvis Paulino
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 is before the the Court on Christopher Jones' Appeal. The decision of the magistrate is AFFIRMED.

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 01/12/2023 .

East Greenville Summary Court for Elvis Paulino
Christopher Jones for Christopher Jones
Elvis Paulino for Elvis Paulino
Elvis Paulino for Elvis Paulino
Christopher Jones for Christopher Jones

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.



Greenville Common Pleas

Case Caption: Christopher Jones VS Elvis Paulino

Case Number: 2022CP2305459

Type: Order/Electronic Form 4

So Ordered

s/Letitia H. Verdin, SC Judge 2162

RECEIVED

Jan 17 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

The Honorable Judge Letitia Verdin

Case No. 2022-CP-223-5459

Christopher Jones

Appellant

v.


24/7 Towing, Inc
Anytime Towing Services
Elvis Paulino

Respondents

NOTICE OF APPEAL

The Appellant, Christopher Jones hereby appeals the order of the Honorable Judge Letitia Verdin, Greenville County Court of Common Pleas dated January 13, 2023. Appellant received written notice of entry of this order on January 13, 2023.

January 14, 2023


s/ Christopher Jones
213 Barker Rd
Simpsonville, SC 29680
Appellant-Pro se

On Record:
The Honorable
Judge Letitia Verdin
Greenville County Court
Greenville, South Carolina 29601

Elvis Paulino
Anytime Towing Services
4384 Wade Hampton Blvd
Taylors SC 29687

RECEIVED

Jan 17 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

The Honorable Judge Letitia Verdin

Case No. 2022-CP-223-5459

Christopher Jones

Appellant

v.

24/7 Towing, Inc
Anytime Towing Services
Elvis Paulino

Respondents

NOTICE OF APPEAL

The Appellant, Christopher Jones hereby appeals the order of the Honorable Judge Letitia Verdin, Greenville County Court of Common Pleas dated January 13, 2023. Appellant received written notice of entry of this order on January 13, 2023,

January 14, 2023


s/

Christopher Jones
213 Barker Rd
Simpsonville, SC 29680
Appellant-Pro se

On Record:
The Honorable
Judge Letitia Verdin
Greenville County Court
Greenville, South Carolina 29601

Elvis Paulino
Anytime Towing Services
4384 Wade Hampton Blvd
Taylors SC 29687

Christopher Jones
PLAINTIFF(S)

Elvis Paulino
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 is before the the Court on Christopher Jones' Appeal. The decision of the magistrate is AFFIRMED.

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 01/12/2023 .

East Greenville Summary Court for Elvis Paulino
Christopher Jones for Christopher Jones
Elvis Paulino for Elvis Paulino
Elvis Paulino for Elvis Paulino
Christopher Jones for Christopher Jones

RECEIVED

Jan 17 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), SCRPC.



Greenville Common Pleas

Case Caption: Christopher Jones VS Elvis Paulino

Case Number: 2022CP2305459

Type: Order/Electronic Form 4

So Ordered

s/Letitia H. Verdin, SC Judge 2162

THE STATE OF SOUTH CAROLINA
In The Court of Common Pleas

APPEAL FROM GREENVILLE COUNTY

2022CP23054

East Greenville Summary Court Judge
The Honorable Scott Bingel

Case No. 2022-CV-23-2804

2022CV2310302804

72065 AM9:41
PAUL WICKS
CLERK
COC CIVL SCD

Elvis Paulino Respondents
24/7 Towing, Anytime Towing Services
Elvis Towing

VS.

Christopher Jones, Appellant

NOTICE OF APPEAL

NOW COMES, Christopher Jones, individually, who hereby appeals the Order of the east Greenville Summary Magistrate Court dated October 4, 2022. Appellant received written notice of entry of this Order on October 4, 2022.

This matter is being appealed to the Greenville County Circuit Court with the same Notice being sent to the Honorable Magistrate Judge.

1. The Appellant filed a Notice of Appeal on October 4, 2022
2. The Appellant is requesting In Forma Pauperis status
3. The Magistrate Court agreed with the relevant law and precedent submitted by the Appellant. The Respondent Elvis Paulino admitted facts which demonstrated a clear violation of South Carolina law, yet the Magistrate Judge dismissed the case.
4. Respectfully, this Honorable Magistrate Court demonstrated a clear manifest error of law in their decision to dismiss this case without prejudice.
5. The Appellant hereby states and submit his appeal and now would submit the following questions for the Greenville County Circuit Court.

- (1) Whether the Magistrate Judge erred in dismissing the instant case after openly acknowledging that Appellant was correct in his legal claims that Respondents charged exorbitant rates of \$600.00 per car/ towing from Simpsonville South Carolina to Wade Hampton Blvd Greenville, South Carolina on July 22, 2022.
- (2) Whether the Magistrate Judge erred in considering matters not in evidence, nor in dispute when he decided to dismiss the case.
- (3) Whether the Magistrate Judge erred in dismissing case in light of Respondents admissions in failure to properly give notice as required by South Carolina law.
- (4) Whether the Magistrate Judge erred in dismissing the case subjecting the Appellant to unlawful rates and fees in order to recover the vehicles at issue.
- (5) Whether the Magistrate demonstrated a manifest error of law by not considering the Constructive Bailment issues raised by the Appellant.
- (6) Whether the Magistrate Judge erred in allowing the Respondent to “represent” his son’s Anytime Towing & Services Company without an attorney.

October 4, 2022



s/
Christopher Jones, Appellant
213 Barker Rd
Simpsonville, SC 29680
864-686-0745
Appellant-Pro se

Certificate of Service:

Respondents
Elvis Paulino
4384 Wade Hampton Blvd
Taylors, SC 29687

Magistrate Judge
East Greenville Summary Court
Taylors, South Carolina

Greenville County Court of Common Pleas
Clerk of Court
305 E. North Street
Greenville, SC 29601

WRIT OF EJECTMENT APPEALS

Information Sheet

22 OCT 5 AM 9:41
PAUL WICKENS@MORNING STAR

- Filing fee: \$150.00 (*non-refundable*)
- Appeal must be served according to Rule 5 of the SC Rules of Civil Procedure;
- If applicable, follow Magistrate's procedure for Bond Hearing (amount to be paid, date to be paid, etc.);
- If bond set amount is not paid by date set, the Appeal will be dismissed by the Magistrate:

Either party may appeal the decision (section 27-37-120) but if the tenant does so, he must post an appeal bond, the amount of which is determined by the magistrate. The tenant must post this bond within five days after the service of the Notice of Appeal or the appeal should be dismissed by the magistrate. (section 27-37-130).

(Section 27-37-130) Bond required to stay ejectment on appeal. An appeal in an ejectment case will not stay ejectment unless at the time of appealing the tenant shall give an appeal bond as in other civil cases for an amount to be fixed by the magistrate and conditioned for the payment of all costs and damages which the landlord may sustain thereby. In the event the tenant shall fail to file the bond herein required within five days after service of the Notice of Appeal, such appeal shall be dismissed by the trial magistrate.

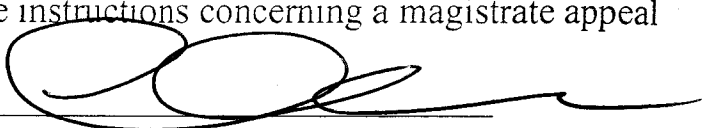
In an appeal from a residential ejectment, please see section 27-40-800 concerning posting a bond, signing and undertaking and paying rent pending the outcome of the appeal. A tenant who is wrongfully dispossessed may bring an action for damages against the landlord (section 27-37-40). However, if the tenant is dispossessed as a result of an unreversed judgment in an ejectment action, he will be stopped from claiming damages, except for the use of excessive force.

ALL QUESTIONS REGARDING APPEAL BONDS SHOULD BE ADDRESSED TO THE MAGISTRATE COURT.

Form given to: Christopher Jones

Date: 10-4-2022 Clerk's Staff Initials JB

I verify that I have received a copy of the instructions concerning a magistrate appeal

Signature of Person Receiving Form 

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

M E M O R A N D U M

IN RE: Magistrate Appeals in CIVIL CASES

Case Number: 2022 - CP - 23 - 05459

22 OCT 5 AM 9:41
Paul Wickensimer - COC CLU - SC

Upon filing a notice of appeal with the Clerk of Court from Magistrate Court, this form must be completed by the Attorney for Appellant or by the Appellant as a self-represented litigant and returned promptly to the Clerk of Court at the address listed below.

1. You must have appealed within 30 days after either you or your attorney received written notice of judgment, or after judgment was announced at trial in your presence. What is the date you received notice of judgment?

Date Notice of Judgment Received: _____

2. A clocked copy of the notice of appeal, stating the grounds upon which the appeal is founded, must have been served within 30 days upon the Judge who tried the case. What is the date you served notice upon the Judge? Also, give the name of the Judge.

Date Served: _____

Name of Judge: _____

Method of Service: _____

3. A copy of the notice of appeal, stating the grounds upon which the appeal is founded, must have been served within 30 days upon all parties. Give the names of all other parties and the dates served.

Name of Person Served: _____ Date Served: _____

Additional Names of Persons Served: _____ Date Served: _____

_____ Date Served: _____

_____ Date Served: _____

4. Give your address and contact information to be used for notification by the Court.

Strict compliance with §18-7-10 through 30, S. C. Code Ann., and Rule 74 SCRPC, is required to give the Court of Common Pleas jurisdiction to hear your appeal. This form must be completed and promptly returned to: Paul B. Wickensimer, Clerk of Court, 305 E. North Street, Greenville, SC 29601.

Form given to Christopher Jones COURT VERIFICATION Clerk's staff initials: WB

Date: 10-5-2022

I verify that I have received a copy of the form to be completed by the appellant in this appeal and will return the completed form to the court at the above listed address:

Signature of Person Receiving Form: _____

Christopher Jones

Appellant(s)

vs.

Elvis Paulino

Respondent(s)

Submitted By: C. Jones
Address: 213 Becker Rd
Simpsonville SC 29680

SC Bar #:
Telephone #: (804) 686-0745
Fax #:
Other:
E-mail: inf@jonesc@gmail.com

CIVIL ACTION COVER SHEET

2022-CP-23-05459

22 OCT 5 AM 9:41
Paul H. Kershner, CCC, SCL, SLS

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
NON-JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), General (130), Breach of Contract (140), Fraud/Bad Faith (150), Failure to Deliver/Warranty (160), Employment Discrim (170), Employment (180), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case # 20 -NI- -, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Assault/Battery (370), Slander/Libel (380), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
Appeals: Arbitration (900), Magistrate Civil (910), Magistrate Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex/Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Sexual Predator (510), Permanent Restraining Order (680), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Pre-Suit Discovery (670)

Submitting Party Signature:

[Handwritten Signature]

Date:

10-4-2022

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE MAGISTRATES COURT
2022CV2310302804
2022CP2305459

October 5, 2022

CHRISTOPHER JONES)
VS.)
ELVIS PAULINO)

22 OCT 6 PM 2:48
Paul Wickersham COC SCL SC

SCANNED

Plaintiff: pro se
Defendant: pro se
Judgment: Dismissed without prejudice


On October 4, 2022 this matter comes before the Court as a Summons and Complaint hearing that the Plaintiff states that 3 vehicles were towed from the property of 213 Barker Rd. in Simpsonville, SC.

The Plaintiff states that 3 cars that he states he has control of were towed from a property he does not legally own, without his permission. The vehicles were towed by 24/7 Towing at the request of the property owner, Jason Iverson of Alfie Investors, LLC. After receiving information from the SCDMV as to the registered owners of the 3 vehicles, 24/7 Towing sent letters to the registered owners. The Plaintiff pointed out several errors that were made by 24/7 Towing related to towing charges, notification and the letters.

After hearing testimony from the Defendant, I agreed with the Plaintiff that several errors were made by the Towing Company and I gave several references to the Defendant, Elvis Paulino, who represented 24/7 Towing as an employee, to the SC Code of Laws and County Ordinances that applied to towing vehicles for his review. I also stated that 24/7 Towing was not in error in towing the vehicles at the request of Jason Iverson, the property owner and that they were correct in sending the letters to the registered owners provided by the SCDMV. In order for the towing company to release the vehicles to the Plaintiff, he would need to show ownership of the vehicles.

Based on the preponderance of the evidence presented, ruled to dismiss the case without prejudice because the Plaintiff was not the owner of record for the vehicles that were towed nor was he shown to be the owner of record of the property at 213 Barker Rd, Simpsonville, SC. I also told the Plaintiff that he could refile under different actions and that he should obtain proof of ownership to be able to have the vehicles released to him by the towing company.

Respectfully submitted,



Scott C. Bingel, Magistrate
East Greenville Summary Court
320 W. Main St.
Taylors, South Carolina 29687

ENTERED COMPUTER

CERTIFICATE OF TRANSMITTAL

MAGISTRATES CIVIL CASE NUMBER 2022CV2310302804

Christopher Jones vs. Elvis Paulino - Filed August 3, 2022

1. Magistrate Return _____

2. Appeal _____

3. Def Exhibit _____

4. Plt. Exhibits _____

5. Complaint _____

6. _____

7. _____

SENT BY: EAST GREENVILLE SUMMARY COURT ON _____

BY: Michelle Pegg

RECEIVED BY: _____ ON _____

COURT CLERK FOR _____

COMMENTS: _____

22 OCT 6 AM 9:04
PAUL HICKENSMEYER - ODC CIVIL SEC

Christopher Jones

Appellant(s)

vs.

Elvis Paulino

Respondent(s)

Submitted By: C. Jones
Address: 213 Becker Rd
Simpsonville SC 29680

CIVIL ACTION COVERSHEET

2022-CP-23-05459

SC Bar #: _____
Telephone #: (804) 686-0145
Fax #: _____
Other: _____
E-mail: inf@joneslegal.com

122 OCT 5 AM 9:49
Paul Whithersinger-DOC BUL SC

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleading or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

RECEIVED

OCT - 5 2022

NATURE OF ACTION (Check One Box Below)

EAST GREENVILLE
SUMMARY COURT

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Fraud/Bad Faith (150)
<input type="checkbox"/> Failure to Deliver/Warranty (160)
<input type="checkbox"/> Employment Discrim (170)
<input type="checkbox"/> Employment (180)
<input type="checkbox"/> Other (199) _____ | <input type="checkbox"/> Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20____-NI-_____
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) _____ | <input type="checkbox"/> Torts - Personal Injury
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Assault/Battery (370)
<input type="checkbox"/> Slander/Libel (380)
<input type="checkbox"/> Other (399) _____ | <input type="checkbox"/> Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) _____ |
| <input type="checkbox"/> Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) _____ | <input type="checkbox"/> Administrative Law/Relief
<input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture-Consent Order (850)
<input type="checkbox"/> Other (899) _____ | <input type="checkbox"/> Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Other (799) _____ | <input type="checkbox"/> Appeals
<input type="checkbox"/> Arbitration (900)
<input checked="" type="checkbox"/> Magistrate Civil (910)
<input type="checkbox"/> Magistrate Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) _____ |
| <input type="checkbox"/> Special/Complex /Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699) _____
<input type="checkbox"/> Sexual Predator (510)
<input type="checkbox"/> Permanent Restraining Order (680) | <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Out-of-State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
<input type="checkbox"/> Pre-Suit Discovery (670) | | |

Submitting Party Signature: _____

Date: 10-4-2022

THE STATE OF SOUTH CAROLINA
In The Court of Common Pleas

APPEAL FROM GREENVILLE COUNTY

2022CP2305959

East Greenville Summary Court Judge
The Honorable Scott Bingel

22 OCT 15 AM 3:42
PAUL WICKENHEIM - CLERK
COURT HOUSE
COURT HOUSE

Case No. 2022-CV-23-2804

2022CV2310302804

Elvis Paulino Respondents
24/7 Towing, Anytime Towing Services
Elvis Towing

VS.

Christopher Jones, Appellant

NOTICE OF APPEAL

NOW COMES, Christopher Jones, individually, who hereby appeals the Order of the east Greenville Summary Magistrate Court dated October 4, 2022. Appellant received written notice of entry of this Order on October 4, 2022.

This matter is being appealed to the Greenville County Circuit Court with the same Notice being sent to the Honorable Magistrate Judge.

1. The Appellant filed a Notice of Appeal on October 4, 2022
2. The Appellant is requesting In Forma Pauperis status
3. The Magistrate Court agreed with the relevant law and precedent submitted by the Appellant. The Respondent Elvis Paulino admitted facts which demonstrated a clear violation of South Carolina law, yet the Magistrate Judge dismissed the case.
4. Respectfully, this Honorable Magistrate Court demonstrated a clear manifest error of law in their decision to dismiss this case without prejudice.
5. The Appellant hereby states and submit his appeal and now would submit the following questions for the Greenville County Circuit Court.

RECEIVED

OCT - 5 2022

EAST GREENVILLE
SUMMARY COURT

- (1) Whether the Magistrate Judge erred in dismissing the instant case after openly acknowledging that Appellant was correct in his legal claims that Respondents charged exorbitant rates of \$600.00 per car/ towing from Simpsonville South Carolina to Wade Hampton Blvd Greenville, South Carolina on July 22, 2022.
- (2) Whether the Magistrate Judge erred in considering matters not in evidence, nor in dispute when he decided to dismiss the case.
- (3) Whether the Magistrate Judge erred in dismissing case in light of Respondents admissions in failure to properly give notice as required by South Carolina law.
- (4) Whether the Magistrate Judge erred in dismissing the case subjecting the Appellant to unlawful rates and fees in order to recover the vehicles at issue.
- (5) Whether the Magistrate demonstrated a manifest error of law by not considering the Constructive Bailment issues raised by the Appellant.
- (6) Whether the Magistrate Judge erred in allowing the Respondent to "represent" his son's Anytime Towing & Services Company without an attorney.

October 4, 2022



s/ Christopher Jones, Appellant
213 Barker Rd
Simpsonville, SC 29680
864-686-0745
Appellant-Pro se

Certificate of Service:

Respondents
Elvis Paulino
4384 Wade Hampton Blvd
Taylors, SC 29687

Magistrate Judge
East Greenville Summary Court
Taylors, South Carolina

Greenville County Court of Common Pleas
Clerk of Court
305 E. North Street
Greenville, SC 29601

IN THE CIRCUIT COURT FOR GREENVILLE COUNTY, SOUTH CAROLINA
APPEAL FROM MAGISTRATE COURT

22 OCT 5 AM 10:52
PAUL WICKENS/SHIRLEY DUNCAN GUILLOT

Elvis Paulino
24/7 Towing, et al;

Respondents

CASE NO. 2022-CV-23-2804

Vs.

Christopher Jones

Defendants

CERTIFICATE OF SERVICE

I, Christopher Jones on this date, October 5, 2022 do hereby affirm under the penalties of that I did cause to be delivered, the enclosed Petition for Transcript to the East Greenville Summary Court listed below, with sufficient postage affixed thereto.

Greenville County Summary Court
Honorable Judge Bingel
Main Street
Taylors, South Carolina

Elvis Paulino
24/7 Towing
Anytime Towing Services, et al

October 5, 2022



Christopher Jones

RECEIVED


OCT -5 2022

EAST GREENVILLE
SUMMARY COURT

Transcript Request Form

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter and to South Carolina Court Administration at transcripts@sccourts.org. Click [here](#) for instructions on how to find the court reporter's email and mailing addresses. Once the court reporter receives your request, it will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party. Please send by mail a money order or certified bank check to the court reporter in order to obtain the transcript. Some court reporters may accept personal checks. Please check with the court reporter to see if this option is available. Once your request is received, you will receive a copy of this form with the bottom portion completed. Please promptly submit your payment in order for the transcript to be provided. If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.

Requestor's Information			
Full Name <u>Christopher Jones</u>	Phone Number <u>864-686-0745</u>	Email Address <u>intljonesc@gmail.com</u>	
Mailing Address <u>213 Barker Rd</u>	City <u>Simpsonville</u>	State <u>SC</u>	Zip Code <u>29680</u>
Transcript Information			
Docket Number <u>2022-CV-23-2804</u>	Case Caption (i.e. State v. John Doe or Smith v. Smith) <u>Jones vs. Paulino, et al</u>		
Date(s) of Proceeding <u>October 4, 2022</u>	Circuit <input type="checkbox"/> Family <input type="checkbox"/>	County <u>East Greenville Summary Court</u>	
Presiding Judge <u>The Honorable Scott Bingel</u>	Expedited Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Court Reporter(s) <u>Recordings</u>	Opposing Counsel <u>Elvis Paulino</u> <u>24/7 Towing-Anytime Towing Services</u>		

Requestor's Signature: 
(Typed name will serve as signature)

Date: 10-5-2022

Note: If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter.

For Court Reporter Use Only			
Full Name _____	Date Received _____	Email Address _____	
Notice of Estimate to Requestor Party			
Date: <u> </u> / <u> </u> / <u> </u>	Number of Pages: <u> </u>	Estimated Amount: <u> </u>	
Mailing Address for Payment _____	City _____	State _____	Zip Code _____

RECEIVED

OCT - 5 2022

Def. Exhibit

2022036803
DEED Book: DE 2656 Page: 3036 - 3037 2 Pgs
May 5, 2022 11:03:20 AM Cons: \$354,000.00
Rec: \$15.00 Chty Tax: \$389.40 State Tax: \$920.40
FILED IN GREENVILLE COUNTY, SC *Trusty & Attorney*

MASTER'S TITLE
State of South Carolina)
County of Greenville)

TO ALL WHOM THESE PRESENTS SHALL CONCERN:

I, Charles B. Simmons, Jr., as Master in Equity for Greenville County, the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Greenville County between

Alfie Investors, LLC,

as plaintiff(s) and **International Palm Oil and Biodiesel, LLC, et al.,**

as defendant(s), by an Order filed April 21, 2021 it was decreed that the property hereinafter described should be sold by the Master in Equity for Greenville County, on the terms and for the purposes mentioned in the Order(s) granted in the case (see **Judgement Roll No. 2020-CP-23-04007**) (**A MORTGAGE FORECLOSURE ACTION-TRANSFERRING REALTY**)

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Greenville County, pursuant to the foregoing and in consideration of the sum of **Three Hundred Fifty-Four Thousand and no/100 (\$354,000.00) Dollars** as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant and release unto the grantee, **Crown Properties, LLC**, the following real property to wit:

All that certain piece, parcel or tract of land, containing 3.437 acres, more or less, on Barker Road, as shown on plat entitled 'SURVEY FOR JUDITH A. OGLESBY & THOMAS E. OLESBY', prepared by Site Design, Inc. dated January 15, 2019 and recorded in the ROD Office for Greenville County in Plat Book 1327 at Page 27, and having such metes and bounds as shown thereon.

This being the same property conveyed unto International Palm Oil and Biodiesel, LLC, a South Carolina Limited Liability Company by deed of Crown Properties LLC dated September 13, 2019 and recorded on September 19, 2019, in Deed Book 2576 at Page 0966 in the Register of Deeds Office in Greenville County, South Carolina.

TMS#: 0574.05-01-007.02

PROPERTY ADDRESS: 213 Barker Road Simpsonville, SC 29680

GRANTEE'S ADDRESS: 4113 East North Street, Greenville, SC 29615



24/7 TOWING

4384 Wade Hampton Blvd
Taylors SC 29687
864-451-7823

August 22, 2022

Jessica Viann McClinton
112B Miller Rd
Mauldin SC 29662

We are contacting you about your: 2003 Buick Lesabre Vin: 1G4HP54K93U257349 DMV records show you as this vehicle owner. This vehicle is at our location for over 30 days, as of today the balance with us for tow and storage is \$1382.00 please contact our office so we can solve this matter. Keep in mind that there is a \$38.00 daily storage fee added to it.

Our contact information is on the top of this letter.

Sincerely,

Marcia De La Cruz



Dealer: Elvis Auto Sales and Services LLC
 User: Marcia De La Cruz
 Executed: 8/27/2022 12:31:42 PM
 Search Criteria: (VIN) 1G4HP54K93U257349

Inquiry Results

Vehicle Information:

VIN: 1G4HP54K93U257349	Vehicle Number: 17006332
Year: 2003	Vehicle Status: USED
Make: BUICK	Odometer Brand: EXEMPT
Model: LESABRE CUSTOM	Odometer: 0
Body Style: SEDAN	Empty Weight: 3,567
Vehicle Type: PRIVATE PASSENGER	GVW: 0

Title Information:

Title Number: 0230365128829	Title Type: 77	Purchase Date:
Title Status Code: CURRENT TITLE	Title Suffix:	Duplicate Title: NO
Relationship Type: XXX	Title Status Code 1:	Title Status Code 2:
Salvage Percentage: 0%		

Title Suspense Code(s):

No Title Suspense
Codes Found.

Registration Information:

Plate Number: UFL136	Lease Indicator: NO	Decal Issue Date: 5/20/2021
Plate Class: RP2 - REGULAR PLATE	Plate Status:	Reg Expiration: 5/31/2022
Reg Status: EXPIRED REGISTRATION	Reg Number: 0	Plate Expiration: 5/31/2023
Reg Status Date: 6/1/2022	Plate Year: 0	Reg Relationship: XXX
Insurance Policy: 940807580	Insurance Company: 16322 - PROGRESSIVE DIRECT INSURANCE COMPANY	

Lien Information:

No Lien Records Found

Primary Owner Information:

Type: INDIVIDUAL	ID: 32943685
Name: JESSICA VIANN MCCLINTON	County:
Address1: 112B MILLER RD	Country:
Address2:	
City, State Zip: MAULDIN, SC 29662-2241	

Co-Owner Information:

No Co-Owner Record Found

Primary Lessee Information:

No Lessee Record Found

Co-Lessee Information:

No Co-Lessee Record Found

24/7 TOWING

4384 Wade Hampton Blvd
Taylors SC 29687
864-451-7823

August 22, 2022

Elonda Yvette Byrd
110 Berea Forest Cir
Greenville SC 29617

We are contacting you about your: 2004 Volvo XC70 Vin: YV1SZ59H441143435 DMV records show you as this vehicle owner. This vehicle is at our location for over 30 days, as of today the balance with us for tow and storage is \$1382.00 please contact our office so we can solve this matter. Keep in mind that there is a \$38.00 daily storage fee added to it.

Our contact information is on the top of this letter.

Sincerely,

Marcia De La Cruz

24/7 TOWING

4384 Wade Hampton Blvd
Taylors SC 29687
864-451-7823

August 22, 2022

Tawana Shuntay Byrd
230 Pelham Rd Apt 154
Greenville SC 29615

We are contacting you about your: 2005 Volkswagen Beetle Vin: 3VWCM31Y05M314062 DMV records show you as this vehicle owner. This vehicle is at our location for over 30 days, as of today the balance with us for tow and storage is \$1382.00 please contact our office so we can solve this matter. Keep in mind that there is a \$38.00 daily storage fee added to it.

Our contact information is on the top of this letter.

Sincerely,

Marcia De La Cruz



Dealer: Elvis Auto Sales and Services LLC
User: Marcia De La Cruz
Executed: 8/27/2022 12:29:26 PM
Search Criteria: (VIN) 3VWCM31Y05M314062

Inquiry Results

Vehicle Information:

VIN: 3VWCM31Y05M314062 Vehicle Number: 26293900
Year: 2005 Vehicle Status: USED
Make: VOLKSWAGEN Odometer Brand: EXEMPT
Model: NEW BEETLE Odometer: 0
Body Style: CONVERTIBLE Empty Weight: 3,008
Vehicle Type: GVW: 0

Title Information:

Title Number: 0610355195922 Title Type: 77 Purchase Date:
Title Status Code: CURRENT TITLE Title Suffix: Duplicate Title: NO
Relationship Type: XXX Title Status Code 1: Title Status Code 2:
Salvage Percentage: 0%

Title Suspense Code(s):

No Title Suspense Codes Found.

Registration Information:

Plate Number: Lease Indicator: NO Decal Issue Date:
Plate Class: - Plate Status: Reg Expiration:
Reg Status: Reg Number: 0 Plate Expiration:
Reg Status Date: Plate Year: 0 Reg Relationship: XXX
Insurance Policy: Insurance Company: 0 -

Lien Information:

Lien ID: 1 Lien Date: 10/5/2018
Lienholder Type: BUSINESS Lienholder ID 14490885
Lien Name: NORTH AMERICAN TITLE LOANS
Lien Address1: 1156 N PLEASANTBURG DR County:
Lien Address2: Country: USA
City, State Zip: GREENVILLE, SC 29607-7124

Primary Owner Information:

Type: INDIVIDUAL ID: 22572266
Name: TAWANNA SHUNTA BYRD County:
Address1: 230 PELHAM RD APT 154 Country: USA
Address2:
City, State Zip: GREENVILLE, SC 29615-5252

Co-Owner Information:

No Co-Owner Record Found

Primary Lessee Information:

No Lessee Record Found

Co-Lessee Information:

No Co-Lessee Record Found

STATE OF SOUTH CAROLINA

AFFIDAVIT OF JESSICA McCLINTON

COUNTY OF GREENVILLE

I affirm and make the following statements under the penalties of perjury:

I am Jessica Viann McClinton. I live in Greenville, South Carolina and have been Christopher Jones fiancée'/business partner for the past two (2) years.

I am above the age of eighteen (18) years. I am competent to give this affidavit from personal knowledge, experience and beliefs. I lived at 213 Barker Rd Simpsonville, South Carolina with Christopher Jones for almost two (2) years. Christopher Jones was and has been given custody and control of my registered 2003 Buick LaSabre automobile. I had agreed to sell Chris my Buick.

That the Buick LaSabre (2003) is registered to me, Jessica McClinton, That on or about May 21, 2022 I had agreed to sell the car to Christopher Jones in exchange for furniture and \$1500.

That on or about July 24, 2022 I received a call from Christopher Jones informing me that the Buick had been towed from the property at 213 Barker Rd Simpsonville, SC and that the towing company was demanding \$600.00 for each automobile towed from the property on the same day. I got the phone number for Elvis Towing and called on the same day. Elvis Paulino answered the call and repeated the information I got from Christopher Jones. Mr. Paulino said that the reason for the exorbitant cost for the tow was because he, himself, had damaged his truck during the tow. The estimated amount of damage to Mr. Paulino tow truck was \$1800.00, as told to me by Mr. Paulino.

That by charging \$600.00 he could recover his costs for the repairs to his tow truck.

That Mr. Paulino did tell me that the cost of the tow would have been \$120.00 per tow ordinarily.

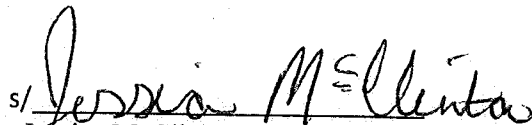
That Christopher Jones and myself called Mr. Paulino on several occasions trying to negotiate the return of the automobiles for a reasonable price but I was informed that they could not reach a deal.

That I never received any letter or notification regarding the tow, or storage fees.

That because of my work, and traveling to Montana on the same day as Court, I cannot be in Curt in person to testify to the same information in my sworn affidavit.


I, Jessica McClinton personally appeared before a licensed authorized notary for the State of South Carolina.

I make these statements above herein, all from personal knowledge and beliefs under the penalties of perjury and affirm that the statement made herein are true and correct.

s/ 
Jessica McClinton
essencejeff@yahoo.com
614-378-7900

SWORN to and Subscribed Before Me

This 27 day of September 2022


Notary Public For South Carolina

My Commission Expires: Aug 22, 2023

Section

- 14-40 Reducing speed zones
- 14-41 Speed limits
- 14-42 Stop signs
- 14-43 One-way and two-way traffic signs
- 14-44 Vehicles exceeding weight limits restricted from certain roads
- 14-45 Rate schedule for non-consent towing from private property

§ 14-40 REDUCING SPEED ZONES.

Whenever the Greenville County road and bridge department shall determine upon the basis of an engineering and traffic investigation that any maximum speed is greater than is reasonable and safe under the conditions found to exist upon a street located within a residential area, the county road and bridge department may determine and declare a reasonable and safe maximum limit thereon, provided that such maximum speed limit shall not be less than 25 miles an hour and, further provided, that such maximum speed limit shall take effect when appropriate signs giving notice are erected.

(1976 Code, § 14-40) (Ord. 2390, § 2, passed 9-1-1992)

§ 14-41 SPEED LIMITS.

Vehicles shall not exceed the speed limits listed below on the stated portions of the following roads:

Twenty miles per hour

- Chestnut Mountain Road
- Nicklaus Drive (F-126)

Twenty-five miles per hour

- Arundel Road (J-684)
- Botany Road (J-688)
- Brandon Hills Community
- Camelback Road
- Cannon Lane
- Devenger Place Subdivision
- East Indian Trail (L-72)
- East Sable Court
- Imperial Drive (J-726)
- Kestrel Court
- Maxie Avenue (I-330)
- Monarch Place
- Phillips Lane
- Silverleaf Subdivision
- Woodburn Drive (I-143)

Thirty miles per hour

- Donaldson Center Industrial Air Park, all roads and intersections except Perimeter Road

Thirty-five miles per hour

Baldwin Road, beginning at the intersection of Log Shoals Road and Baldwin Road, running easterly on Baldwin Road for approximately 0.8 miles to the intersection of Standing Springs Road

Black Road beginning at the intersection of Roper Mountain Road and Black Road, running easterly on Black Road

Julian and Phillips Roads, beginning at the intersection of Hudson Road and Julian Road, running easterly on Julian Road approximately .42 miles to the intersection of Phillips Road and continuing under the name of Phillips Road for .23 miles to the intersection of Boiling Springs Road

Old Sulphur Springs Road, beginning at its intersection with S.C. 146 (Woodruff Road) and extending in a southerly direction for a distance of 1.00 mile at which point said road is within 1,000 feet of I-85 and is state maintained

Scuffletown Road, beginning at Jones Mill Road on the north to a point 0.80 miles south of Jones Mill Road

Taylor's Road, (J-2) the entire length, beginning at its intersection with Old Spartanburg Road (S-23-166) and ending at its intersection with Main Street (S-23-38), Taylors

Forty miles per hour

Roberts Road, beginning at the intersection of Tanner Road and Roberts Road, running westerly on Roberts Road for approximately 1.2 miles to the intersection of State Highway 253

Forty-five miles per hour

Perimeter Road, Donaldson Center Industrial Air Park

(1976 Code, § 14-41) (Ord. 895, § 1, passed 5-5-1981; Ord. 908, § 1, passed 7-21-1981; Ord. 1029, § 1, passed 8-17-1982; Ord. 1063, § 1, passed 12-21-1982; Ord. 1223, § 1, passed 3-6-1984; Ord. 1328, § 1, passed 11-6-1984; Ord. 1329, § 1, passed 11-6-1984; Ord. 1451, § 1, passed 10-1-1985; Ord. 1817, § 3, passed 4-5-1988; Ord. 1880, § 3, passed 8-16-1988; Ord. 1881, § 3, passed 8-16-1988; Ord. 1897, § 3, passed 10-18-1988; Ord. 1993, § 2, passed 6-6-1989; Ord. 2064, § 2, passed 1-16-1990; Ord. 2171, § 2, passed 9-18-1990; Ord. 2192, § 2, passed 11-20-1990; Ord. 2273, § 2, passed 8-6-1991; Ord. 2278, § 2, passed 8-20-1991; Ord. 2298, § 2, passed 10-1-1991; Ord. 2307, § 2, passed 11-5-1991; Ord. 2319, § 2, passed 11-29-1991; Ord. 2333, § 2, passed 1-7-1992; Ord. 2372, § 2, passed 6-2-1992)

§ 14-42 STOP SIGNS.

There shall be stop signs at the following intersections.

Whitehaven Drive and Westcliff Way

Willenhall Lane and Eastborne Lane

(1976 Code, § 14-42) (Ord. 1685, § 1(D), passed 5-19-1987)

§ 14-43 ONE-WAY AND TWO-WAY TRAFFIC SIGNS.

(a) There shall be 1-way traffic signs for the following roads or portions of roads:

Tanyard Road, eastern leg, 1-way for traffic traveling toward State Park Road

Tanyard Road, western leg, 1-way for traffic traveling away from State Park Road

(b) There shall be "2-way traffic" signs at the intersections of:

Whitehaven Drive and Westcliff Way

Willenhall Lane and Eastborne Lane

(1976 Code, § 14-43) (Ord. 1613, § 2, passed 12-2-1986; Ord. 1685, § 1(c), passed 5-19-1987)

§ 14-44 VEHICLES EXCEEDING WEIGHT LIMITS RESTRICTED FROM CERTAIN ROADS.

(a) To prevent structural damage to the roadway, vehicles larger than the capacities listed below are prohibited on the stated portions of the following roads:

Three-tons' gross vehicle weight

Audubon Road (County Road L-414), from South Carolina Route 46 (Altamont Road) to South Carolina Route 46 (Altamont Road), a distance of approximately 5,000 feet

Buncombe Road extension (County Road L-2), from S.C. 136 to S.C. 290, a distance of approximately 2,350 feet

Cherokee Drive (County Road J-677), from U.S. 29 (Wade Hampton Boulevard) to County Road J-1 (Edwards Road), a distance of approximately 4,100 feet

Donnan Road (County Road L-211), from West Lee Road to Warehouse Court

Elizabeth Drive (County Road J-672), from S.C. 639 (Yorkshire Drive) to Edwards Road, a distance of approximately 3,255 feet

Florida Avenue (County Road I-273), from Fortner Avenue (I-272) to U.S. 25 (North White Horse Road), a distance of

Smith Street (County Road I-181), from Mason Street to SC-124 (Pendleton Road)

(b) Public service vehicles are exempt from the prohibitions above. For the purpose of this section, "public service vehicles" shall mean emergency, maintenance, repair or delivery vehicles providing a service to a residence or property located on the roads listed above.

(1976 Code, § 14-44) (Ord. 1709, § 1, passed 7-21-1987; Ord. 1728, § 1, passed 9-1-1987; Ord. 1729, §§ 1, 2, passed 9-1-1987; Ord. 2136, § 1, passed 6-19-1990; Ord. 2728, § 1, passed 6-6-1995; Ord. 2759, § 1, passed 9-19-1995)

§ 14-45 RATE SCHEDULE FOR NON-CONSENT TOWING FROM PRIVATE PROPERTY.

1. *Rates.* The following maximum rates shall be established for all non-consent towing from commercial parking facilities in the unincorporated area of Greenville County. For purposes of this section, these rates only apply to the towing, removal and storage of a vehicle without the authorization of the owner or authorized driver. These rates do not apply to tows directed by law enforcement or any tow requested by the owner or authorized driver of the vehicle. Furthermore, these rates do not apply to the towing of an abandoned vehicle as defined in S.C. Code § 56-5-5810.

Maximum rates for towing, removing, and storing vehicles with a gross weight rating of less than 10,000 pounds removed from commercial parking facilities	
Towing	\$75
Storage	\$10 per day
Maximum rates for towing, removing, and storing vehicles with a gross weight rating of 10,000 pounds but less than 15,000 pounds from commercial parking facilities	
Towing	\$100
Storage	\$25 per day
Maximum rates for towing, removing, and storing vehicles with a gross weight rating of 15,000 pounds but less than 30,000 pounds from commercial parking facilities	
Towing	\$200
Storage	\$40 per day
Maximum rates for towing, removing, and storing vehicles with a gross weight rating of greater than 30,000 pounds from commercial parking facilities	
Towing	\$300
Storage	\$50 per day

No charges, other than documented expenses incurred by the towing company, such as mailing registered letters or wrapping vehicles, shown on an invoice, may be charged to the owner of a towed vehicle. Items including, but not limited to: gate/yard fees, administrative office fees, repositioning fees, absorbent material fees, license plate removal fees, vehicle cleaning fees, will not be allowed and must not be shown on a tow invoice or other form.

2. *Signage.*

(a) A vehicle may not be towed from a commercial parking facility unless a sign prohibiting unauthorized vehicles on a parking facility is:

(1) Facing and conspicuously visible to the driver of a vehicle who enters the facility;

(2) Located:

(A) On the right or left side of each driveway or curb-cut through which a vehicle can enter the facility, including an entry from an alley abutting the facility; or

(B) At intervals along the entrance so that no entrance is farther than 25 feet from a sign if:

(i) Curbs, access barriers, landscaping, or driveways do not establish definite vehicle entrances onto a parking facility from a public roadway other than an alley; and

(ii) The width of the entrance exceeds 35 feet;

(3) Permanently mounted on a pole, post, permanent wall, or permanent barrier;

(4) Installed on the parking facility; and

(5) Installed so that the bottom edge of the sign is no lower than 5 feet and no higher than 8 feet above ground level;

(b) An unauthorized vehicle may be towed from a parking facility only if each sign prohibiting unauthorized vehicles:

(1) Is made of weather-resistant material;

- (4) Contains a statement describing who may park in the parking facility and prohibiting all others;
- (5) Bears the words "Unauthorized Vehicles Will Be Towed at Owner's or Operator's Expense,"
- (6) Contains a statement of the days and hours of towing enforcement; and
- (7) Contains a number, including the area code, of a telephone that is answered 24 hours a day to enable an owner or operator of a vehicle to locate the vehicle.

For purposes of this section, a *commercial parking facility* means any privately owned parking area serving or adjacent to a business which is used for parking motor vehicles while leaving them unattended. The term includes places which customarily make per use charges or require lease payments from users, and it also includes places where no charges or payments are ordinarily assessed, whether the places are associated with a particular building or stand alone. For purposes of this section, a *commercial parking facility* includes vehicle parking spaces in an apartment complex.

3. *Prohibition.* It shall be unlawful for any vehicle to be towed beyond Greenville County boundary lines without the vehicle owner's consent.

4. *Penalty.* A violation of this section shall constitute a misdemeanor and shall be punished within the jurisdictional limits of magistrate's court.

(Ord. 4278, §§ 1 - 4, passed 4-21-2009; Ord. 4692, § 1 - 4, passed 4-21-2015)

Always With Us
"Cherished & Remembered"



Weeping
May Endure
but Joy comes in the Morning

Order of Program

Officiant

Christopher Jones
Family Processional ("As")

Prayer

Stephanie Rosemond

Old Testament

Ricky Smith, Pastor
A More Excellent Way Church

New Testament

Stephanie Rosemond

Song

I Can Only Imagine

Special Remarks

Tina Jones (Robin Lee) Cousin
Lahoma Young (Shannon Wydman) God-Sisters
Pandora Jones, Cousin, Reco Seaborn, Cousin,
Christopher Jones, Brother

Song

"Her Heart"

Words of Comfort

Pastor Desimber Rose
The Rock Worship Center

Song Selection

Princeton Williams:
The Anointed Williams Family

Committal

Bishop Rufus Jones
Deliverance Temple

The family will receive friends at the home located
at 138 Traction Street #K52 Greenville, SC 29611

Elonda Byrd

July 28, 1974 - April 10, 2020

Elonda Y. Byrd, went home to be with our Lord on April 10, 2020, at St. Francis Hospital on Pelham Road Greenville, South Carolina after a brief illness. She is preceded by mother Mildred Jones Byrd, and sister Trice Byrd and maternal grandparents Henry and Alma Jones, paternal grandparents Posey and Inez Byrd.

Elonda was born July 28, 1974, in Jersey City, New Jersey where she spent her formidable years. The family later moved back to Greenville, South Carolina. Elonda attended Carolina High School and was very exceptional with children. She worked as a private-duty home healthcare provider. Elonda loved to attend Church with her daughter. She would regularly braid her nieces' hair and require the nephews to get haircuts. On March 15, 2020 she hosted Oliviyah's slumber birthday party for more than 20 children. She is truly loved and will be tremendously missed!

She is survived by her father, Frankie Byrd (Brenda) Spartanburg, S.C., Daughter Dekosha Frazier (Kevin Frazier, Father), and grand-daughter Elonna of the home, as well as Dezuraye Bennett also of the home, Sisters Tawanna Byrd, Greenville, S.C.; Mya Inez Byrd of Spartanburg, S.C. God-Sister Robin Lee, Greenville SC, and Sister-Best Friend Lahoma Young, Greenville, SC; Brothers Frankie Byrd and Christopher Jones, both of Greenville, S.C. Aunts Lois Jones Hunt (Percy), Sarah Ann Jones, North Brunswick, New Jersey, Uncles Nathaniel Jones, Greenville SC, and Henry Jones, (Edna), all of Greenville, S.C.

Beloved family: Chryslyn Jones, Oliviyah Jones, Israel Jones, Christopher Harris, Tramaine Lawson, Jasmine Mayes, Shanyia Mayes, Cincere Mayes, Tikeveus Meadows, Jordyn Mayes, Miracle Mayes, Promyse Wakefield: Daijaah Lee, Esha Sitton, Zymetria Jones, Nyz King, Diamond Wilson, Donterio Bennett, Quez Bennett: Demarcus Seaborn, Reco Seaborn, April Seaborn, Jessica Seaborn, Kayla Seaborn, Jordan Seaborn, Lexis Seaborn, Anthony Jones of Greenville, SC: Nikki Jones, Tina Jones, and Kera Jones, all of New Jersey; Nastassia Jamison, Greenville SC, Special Friend.

The Jones/Byrd family wishes thank each of you for your kind thoughts and prayers during our time of bereavement. You all have truly been a blessing to us, for that, we are forever grateful!

Footprints in the Sand

One night I dreamed I was walking
Along the beach with the Lord,
Many scenes from my life flashed
across the sky. In each scene I noticed
footprints in the sand. Sometimes
there were two sets of footprints.

Other times there was only one.
This bothered me because I noticed
during the low periods of my life when
I was suffering from anguish, sorrow
or defeat, I could see only one set of
footprints. So I said to the Lord, "You
promised me, Lord, that if I followed
you, You would walk with me always.

But I noticed during the most trying
periods of my life there has only been
One set of prints in the sand.
Why, when I needed you most,
Have you not been there for me?

Lord replied, "The times when you
have seen only one set of footprints
It was then that I carried you."



For I am convinced that neither death,
nor life, nor angels, nor rulers, nor things
present, nor things to come, nor pow-
ers, nor height, nor depth, nor anything
else in all creation, will be able to sepa-
rate us from the love of God in Christ
Jesus our Lord. - Romans 8:38-39



Flower Attendants

Jeanette King

Robin Lee

Beverly Thompson

Iesha Sitton

Niesha Thompson

Tequila Thompson

Shannon Wydman

Pallbearer Attendants

Darren Bennett

Quez Byrd

Kenneth Dawson

Roger Johnson

Katrez Neal

Pete Mansell

Marvin Peeler

Gerald Whitner

Memorial Services

Watkins, Garrett, & Woods

1011 Augusta Street

Greenville, SC 29605

Program Design

Desimber Rose / The SOE Firm

thesoefirm@gmail.com



Celebration of Life



Etonda Yvette Byrd

Sunrise
July 28, 1974

Sunset
April 10, 2020

Tuesday, April 21, 2020
2:00pm

Resthaven Memorial Gardens
1655 Piedmont Highway
Greenville, SC 29673

PH EXHIBIT

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Mark Hadfield, Respondent,

v.

Sam Gilchrist, d/b/a Gilchrist's Service Center, and d/b/a
Gilchrist Towing Company,
Appellant.

Appeal From Charleston County
J. Derham Cole, Circuit Court Judge

Opinion No. 3246
Heard September 12, 2000 - Filed October 2, 2000

AFFIRMED

Russell Brown, of Charleston, for Appellant.

Richard W. Lingenfelter, Jr., of Hanahan, for
Respondent.

ANDERSON, J.: Mark Hadfield filed this action against Sam Gilchrist, d/b/a Gilchrist's Service Center, and d/b/a Gilchrist Towing Company (Gilchrist) for damages sustained by Hadfield's vehicle while impounded on Gilchrist's lot. The magistrate awarded Hadfield \$4,035.00. The Circuit Court affirmed the decision of the magistrate. Gilchrist appeals. We affirm.

FACTS/PROCEDURAL BACKGROUND

Gilchrist owns a motor vehicle towing service and maintains a storage facility for the retention of the towed vehicles. Gilchrist operates under a license issued by the City of Charleston.

Hadfield, a medical student at MUSC, went to retrieve his 1988 Lincoln Continental from the parking spot where his wife parked the vehicle.⁽¹⁾ The parking spot, located near MUSC, was on private property owned by Allen Saffer. Hadfield's wife parked the vehicle on Saffer's property without Saffer's permission. The vehicle was not in the parking spot when Hadfield arrived as Saffer had called Gilchrist to have the vehicle removed.

Gilchrist towed Hadfield's car to his storage facility. Gilchrist maintained a chain link fence around the storage area, and had an employee on the lot around the clock. The employees' duties included periodically leaving the office to check on the storage area which was some distance away from the office.

Hadfield called to retrieve his vehicle, but was informed he would have to wait until the next morning and pay towing and storage fees. Upon Hadfield's arrival to pick up his car the following morning, he paid the fees. When he went to the storage area to collect his vehicle, Hadfield discovered the vehicle had been extensively vandalized. The vandals stole the radio/compact disc player, smashed windows, and pulled many electrical wires out of the dashboard. The vehicle depended heavily upon computers and never functioned properly after the incident. The vandals entered the storage area by cutting a hole in the fence. They vandalized between six and eight vehicles on the lot that night.

The magistrate, in summarizing Hadfield's testimony, concluded Hadfield's attempts to persuade Gilchrist to pay for the damages were futile. Hadfield secured estimates for the damage to the automobile. At trial before the magistrate, Hadfield offered the testimony of an Assistant Manager at Rick Hendrick Collision Center. He estimated the cost of the repairs at \$4,021.43. Hadfield entered evidence showing replacement glass cost \$185.00, excluding installation cost of \$55. Hadfield left the vehicle on Gilchrist's lot as he could not afford to repair it. After more than 60 days elapsed, Hadfield sold the vehicle for \$1,000.00.

The magistrate found Gilchrist liable for the damages as a bailee, and entered judgment in favor of Hadfield for \$4,035.00. Gilchrist appealed to the Circuit Court, which affirmed the decision of the magistrate.

STANDARD OF REVIEW

The standard of review to be applied by a Circuit Court in an appeal of a magistrate's judgment is prescribed by S.C. Code Ann. § 18-7-170 (1976):

Upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.

In Burns v. Wannamaker, 281 S.C. 352, 315 S.E.2d 179 (Ct. App. 1984), this Court amplified:

As is readily apparent, Section 18-7-170 confers authority upon the Circuit Court to reverse a magistrate's findings of fact when exercising appellate jurisdiction in an appeal from a magistrate's judgment. See Dingle v. Northwestern R. Co., 112 S.C. 390, 99 S.E. 828 (1919); Redfean v. Douglass, 35 S.C. 569, 15 S.E. 244 (1892); cf. Vacation Time of Hilton Head Island, Inc. v. Kiwi Corp., [280 S.C. 232], 312 S.E.2d 20 (Ct. App. 1984)(where the Circuit Court reversed a magistrate's findings of fact in an ejectment action).

Burns, 281 S.C. at 357, 315 S.E.2d at 182.

While the Circuit Court maintains a broad scope of review, our standard is more limited:

[T]he Court of Appeals will presume that an affirmance by a Circuit Court of a magistrate's judgment was made upon the merits where the testimony is sufficient to sustain the judgment of the magistrate and there are no facts that show the affirmance was influenced by an error of law [Bagnal v. Southern Express Co., 106 S.C. 395, 400, 91 S.E. 334, 335-36 (1917); Stanford v. Cudd, 93 S.C. 367, 369-70, 76 S.E. 986, 986-87 (1913); see 5B C.J.S. Appeal & Error § 1817 at 152-53 (1958)]

Burns, 281 S.C. at 357, 315 S.E.2d at 182. Our Supreme Court, in Stanford v. Cudd, 93 S.C. 367, 76 S.E. 986 (1913), held that where the testimony is sufficient to sustain a judgment of the magistrate's court, and it is affirmed on appeal to the Circuit Court, this Court will assume the Circuit Court affirmed the judgment on the merits, in the absence of facts showing the affirmance was controlled or affected by errors of law. The Court enunciated:

In obedience to the statute [S.C. Code Ann. § 18-7-170], the circuit court might have concluded that the magistrate erred in refusing some or all of the defendant's requests, or in admitting some or all of the testimony objected to by defendant, but the court might have thought, upon consideration of the case on the merits, that, notwithstanding such errors, the plaintiff was entitled to judgment; and as there was evidence which would have warranted such a conclusion, and as we cannot say that the judgment was affected or controlled by any error of law, it must be affirmed.

Stanford, 93 S.C. at 370, 76 S.E. at 987.

The rule is articulated in Price v. Charleston & W.C. Ry., 93 S.C. 576, 77 S.E. 703 (1913):

As the circuit court is required to give judgment, in such cases, according to the justice of the case, without regard to technical errors and defects, which do not affect the merits [S. C. Code Ann. § 18-7-170], and as the record does not disclose the grounds upon which the court rendered its judgment, we must assume that it was rested upon some sound and meritorious ground, and sustain it, if the record discloses any such ground.

Price, 93 S.C. at 578, 77 S.E. at 703.

The Circuit Court judge's order in this case provided:

After careful review of: the Return of the Civil Appeal filed by the Magistrate, the pleadings, summary of witness testimony, the exhibits and the case law submitted by both parties, and appellant [sic] arguments by counsel representing each party, I find that according to the justice of the case, the Judgment of the Small Claims Court in the amount of \$4,000.00 plus costs of \$35.00 for a total of \$4,035.00 is affirmed.

Unless we find an error of law, we will affirm the judge's holding if there are any facts supporting his decision.

ISSUES

- Did the Circuit Court err in applying the law of bailments?
- Did the Circuit Court err in finding Gilchrist was responsible for damages?

LAW/ANALYSIS

Neither the magistrate nor the Circuit Court judge made a finding as to the type of bailment created in this case. The type of bailment created may determine the standard of care the bailee, Gilchrist, must meet. Therefore, we review the law of bailments.

I. BAILMENTS

A bailment is created by the delivery of personal property by one person to another in trust for a specific purpose, pursuant to an express or implied contract to fulfill that trust. 8A Am. Jur. 2d Bailments § 1 (1997). See Home Indem. Co. v. Harleysville Mut. Ins. Co., 252 S.C. 452, 460, 166 S.E.2d 819, 824 (1969) ("Bailment has been defined as the delivery of a chattel for some express or particular purpose upon a contract, express or implied, that, after the purpose has been fulfilled, then the chattel shall be redelivered to the bailor, or otherwise dealt with according to his directions.").

Bailments are generally classified as being for (1) the sole benefit of the bailor; (2) the sole benefit of the bailee; or (3) the mutual benefit of both. 8A Am. Jur. 2d Bailments § 7 (1997). Bailments which benefit only one of the parties, the first and second classifications, are often described as gratuitous. Id.

A. Gratuitous Bailment

"A gratuitous bailment is, by definition, one in which the transfer of possession or use of the bailed property is without compensation." 8A Am. Jur. 2d Bailments § 8 (1997). For instance, a gratuitous bailment arises if the bailment is undertaken as a personal favor or is involuntary. See United States v. Alcaraz-Garcia, 79 F.3d 769 (9th Cir. 1996)(gratuitous bailment arises if bailment is undertaken either involuntarily or as a personal favor). See also McLaughlin v. Sears, Roebuck & Co., 188 S.C. 358, 199 S.E. 413 (1938)(finding that although the type of bailment created, where purchaser of new tires left old tires at vendor's place of business for between five and seven months after purchase, may have started as a bailment for mutual benefit, it ripened after time into a gratuitous bailment, solely for the benefit of the bailor); Clott v. Greyhound Lines, Inc., 180 S.E.2d 102 (N.C. 1971)(gratuitous bailment effected where baggage came into hands of carrier through accident or mistake).

A gratuitous bailee acts without expectation of reward or compensation. See McLaughlin, supra. To show the bailment was for the sole benefit of the bailor, the bailee must establish that it was not expecting compensation. The Court, in Brunson & Boatwright v. Atlantic Coast Line R.R., 76 S.C. 9, 56 S.E. 538 (1907), illuminated:

The fact that it has the right as a warehouseman to collect storage charges makes it a bailee for hire and prevents it from claiming that it was merely a gratuitous bailee, at least before it gives notice that it will not insist upon such charges, and will not longer hold possession of the property as a warehouseman, which the testimony does not show was done in this case. Therefore the defendant was not a gratuitous bailee

Brunson, 76 S.C. at 13-14, 56 S.E. at 539-40.

B. Bailment for Mutual Benefit

By contrast, a bailment for the mutual benefit of the parties arises when one party takes the personal property of another into his or her care or custody in exchange for payment or other benefit. 8A Am. Jur. 2d Bailments § 9 (1997). See Gilland v. Peter's Dry Cleaning Co., 195 S.C. 417, 11 S.E.2d 857 (1940)(finding a bailment for mutual benefit of the parties where plaintiff delivered a dinner coat to a cleaning company for cleaning and pressing, and company was to be paid a consideration for its services).

C. Constructive Bailment

Although a bailment is ordinarily created by the agreement of the parties, the agreement of the parties may be implied or constructive, and the bailment may arise by operation of law. 8 C.J.S. Bailments § 15 (1988). Such a constructive bailment arises when one person has lawfully acquired possession of another's personal property, other than by virtue of a bailment contract, and holds it under such circumstances that the law imposes on the recipient of the property the obligation to keep it safely and redeliver it to the owner. Id. See also American Ambassador Cas. Co. v. City of Chicago, 563 N.E.2d 882 (Ill. App. Ct. 1990), appeal denied, 567 N.E.2d 328 (Ill. 1991)(police department was constructive bailee of automobile it impounded at time of driver's arrest and thus had duty to keep automobile safely and deliver it to its owner). A constructive bailment may occur even in the absence of the voluntary delivery and acceptance of the property which is usually necessary to create a bailment relationship.

Gilchrist argues he towed the vehicle pursuant to the Charleston Municipal Ordinances, and the ordinances are for the sole benefit of the vehicle owners. Accordingly, he contends, the relationship created is a gratuitous bailment. We disagree. Section 14-32 of the City of Charleston, S.C., Municipal Ordinances reads in pertinent part:

No person shall abandon any motor vehicle on any public street or public grounds or upon privately owned property. No person controlling privately owned property shall permit any abandoned or unsafe vehicle to remain thereon.

Section 14-33 of the Municipal Ordinances provides:

- Any abandoned motor vehicle may be removed to a storage area for safekeeping by or at the direction of the Police Department or such other person charged with enforcing the provisions hereof.

Finally, City of Charleston, S.C., Municipal Ordinances § 14-34 states:

- The owner of any removed vehicle, before obtaining possession thereof, shall pay to the city or, as appropriate, its agent storing said vehicle, all reasonable costs incidental to the removal and storage (of the vehicle) and locating of the owner.
- Should such owner fail or refuse to pay the cost, or should the owner's identity or whereabouts be unknown and unascertainable after a diligent search and after notice as herein prescribed, the stored vehicle may be sold after twenty (20) days notice has been given to the department of motor vehicles before the date of sale, and after the vehicle has been held for not less than thirty (30) days.

Clearly, the ordinances provide for the payment to the city or its agent, the towing service, for the costs of towing and storage. Gilchrist charged Hadfield towing and storage fees.

The vehicle owned by Hadfield was plucked by Gilchrist from the private property of Saffer. Gilchrist acted pursuant to and by virtue of the licensing authority under the city ordinance. Quintessentially, the factual scenario encapsulated in this case is a paradigm of a "constructive bailment." We conclude a constructive bailment, for the mutual benefit of Hadfield and Gilchrist, was created.

II. BAILMENT ACTION/NATURE OF THEORY

Although contractual in nature, and involving the conveyance of personal property, an action for breach of the duty of care by a bailor sounds in tort. See Kurt Philip Autor, Note, Bailment Liability: Toward a Standard of Reasonable Care, 61 S. Cal. L. Rev. 2117, 2124 (Sept. 1988) ("Perhaps the most fundamental variance in bailment classification results from the different theories upon which an action in bailment might rest. Confusion is understandable considering the traditional adage that a bailment arises in contract, involves the conveyance of personal property, and is actionable sounding in tort."); Samuel Williston, Williston on Contracts § 8:1, at 12, 17 (Richard A. Lord ed., 4th ed. 1992) (bailment transaction is regarded as contractual but "it would perhaps have been better to treat these cases as falling within the domain of tort . . . [T]he true nature of the liability is not contractual at all, for if it were, the only question would be what the defendant promised"; instead, bailee for mutual benefit is liable for ordinary negligence). Concomitantly, after finding a bailment for mutual benefit exists in this case, we must determine whether Hadfield is entitled to damages, relying on the application of tort principles rather than contract principles.

III. BAILEE'S DEGREE OF CARE/BURDEN OF PROOF

The degree of care required of a bailee for mutual benefit is defined as ordinary care, or due care, or the degree of care which would be exercised by a person of ordinary care in the protection of his own property. See Harris v. Burnside, 261 S.C. 190, 199 S.E.2d 65 (1973) (bailment contract imposes upon bailee duty of care, breach of which constitutes a tort); Shoreland Freezers, Inc. v. Textile Ice & Fuel Co., 241 S.C. 537, 129 S.E.2d 424 (1963) (finding when food processor delivered goods to warehouse for storage, relationship of bailor and bailee arose for their mutual benefit and, although warehouse owner was not insurer of property left in its custody, it was required to exercise ordinary care, or

degree of care which would be exercised by person of ordinary care and prudence in protection of his own property).

In a bailment action alleging a breach of the duty of care, the bailor is entitled to be compensated for all losses that are the natural consequence and proximate result of the bailee's negligence. Dixon v. Besco Eng'g, Inc., 320 S.C. 174, 463 S.E.2d 636 (Ct. App. 1995). "Damages are proximately caused if they are the foreseeable result of the defendant's tortious act." Id. at 180, 463 S.E.2d at 639 (citing Young v. Tide Craft, Inc., 270 S.C. 453, 242 S.E.2d 671 (1978)). Proximate cause is a question for the finder of fact. Id.; Parr v. Gaines, 309 S.C. 477, 424 S.E.2d 515 (Ct. App. 1992). See also Childers v. Gas Lines, Inc., 248 S.C. 316, 149 S.E.2d 761 (1966)(questions of proximate cause are normally within province of jury); Vinson v. Hartley, 324 S.C. 389, 477 S.E.2d 715 (Ct. App. 1996) (ordinarily, question of proximate cause is one of fact for jury and trial judge's sole function regarding the issue is to inquire whether particular conclusions are the only reasonable inferences that can be drawn from the evidence). The Supreme Court, in Shoreland Freezers, supra, discussed a bailee's liability under a bailment for mutual benefit:

Under the decided cases in this State, liability of a bailee under a bailment for mutual benefit arises upon a showing that (1) the goods were delivered to the bailee in good condition, (2) they were lost or returned in a damaged condition, and (3) the loss or damage to the goods was due to the failure of the bailee to exercise ordinary care in the safekeeping of the property. The burden of proof in such cases, in the first instance, rests upon the bailor to make out a prima facie case. This has been done when the bailor proves that he delivered the goods to the bailee in good condition and their loss or return in a damaged condition. When the bailor has so proven, the burden is then shifted to the bailee to show that he has used ordinary care in the storage and safekeeping of the property. Fleischman, Morris & Co. v. Southern Railway, 76 S.C. 237, 56 S.E. 974, 9 L.R.A., N.S., 519; Marlow v. Conway Iron Works, 130 S.C. 256, 125 S.E. 569; Gilland v. Peter's Dry Cleaning Co., supra, 195 S.C. 417, 11 S.E.2d 857; Albergotti v. Dixie Produce Co., Inc., 202 S.C. 357, 25 S.E.2d 156; Kelley v. Capital Motors, Inc., supra, 204 S.C. 304, 28 S.E.2d 836; Arkwright Mills v. Clearwater Mfg. Co., 217 S.C. 530, 61 S.E.2d 165.

Shoreland Freezers, 241 S.C. at 540-41, 129 S.E.2d at 425-26.

The burden of proof in this case rests first upon the bailor, Hadfield, to prove a prima facie case. He must show: 1) the goods were delivered to the bailee in good condition; and 2) they were lost or returned in a damaged condition. See Shoreland Freezers, Inc. v. Textile Ice & Fuel Co., 241 S.C. 537, 129 S.E.2d 424 (1963). See also Fortner v. Carnes, 258 S.C. 455, 189 S.E.2d 24 (1972)(burden is upon bailee to prove due or ordinary care on his part, to jury's satisfaction, if he is to relieve himself of liability for goods not returned in accordance with bailment contract; whether bailee has exercised due care with regard to stored goods has to be determined with reference to all circumstances of particular case). When the bailor, Hadfield, has so proven, the burden is then shifted to the bailee, Gilchrist, to show that he has used ordinary care in the good's storage and safekeeping. See Shoreland, supra; Marlow v. Conway Iron Works, 130 S.C. 256, 125 S.E. 569 (1924).

As the Court explained in Arkwright Mills v. Clearwater Mfg. Co., 217 S.C. 530, 61 S.E.2d 165 (1950):

In one of our most recent cases on this subject, the rule as to what constitutes a prima facie case is thus stated: "From a study of the decided cases in this State, it would appear that our Court has recognized that certain presumptions may arise in bailment cases, especially as to warehousemen, which overlap and shadow the oft repeated statement found in negligence cases, that the doctrine of res ipsa loquitur does not prevail in this State. In other words, in warehouse bailments, when the bailor shows that the bailee has not returned the property, the subject of the bailment, or that the property has been lost by theft or fire, or that it has been returned in a damaged condition, such bailor has made out a prima facie case, and the duty is then shifted to the bailee to show that he has used ordinary care in the storage and safekeeping of the property. From these facts, coupled with any testimony on the subject the bailor may introduce, it is for the jury to say whether the bailee has been

negligent, that is failed to use ordinary care. Of course if upon all the testimony in the case the only reasonable inference that can be drawn there from is that the bailee used due care, it would then be the duty of the trial Judge to direct a verdict in the bailee's favor." Albergotti v. Dixie Produce Co., 202 S.C. 357, 25 S.E.2d 156, 158. The case of Fleischman, Morris & Co. v. Southern Railway Co., 76 S.C. 237, 56 S.E. 974, 9 L.R.A.,N.S., 519, announces the same doctrine.

Arkwright Mills, 217 S.C. at 536-37, 61 S.E.2d at 167.

Hadfield testified before the magistrate regarding the "nice" condition of the vehicle prior to being towed, and the damage to his vehicle, and the other vehicles on the lot. In addition, he introduced photographs depicting the damage. Thus, Hadfield made out his *prima facie* case as required under Fortner v. Carnes, 258 S.C. 455, 189 S.E.2d 24 (1972). The burden then shifted to Gilchrist to show that he used ordinary care in protecting the vehicle while in his care.

Gilchrist impounded the cars in a storage lot surrounded by a chain link fence. There was an individual on the clock at all times. The person on duty spent time in the office and only visited the storage lot to check on it. The vandal cut a hole in the fence and broke into six to eight cars on the night in question. The fact the guard was not on duty at the impound lot and, considering the only other security for the vehicles was the chain link fence, the magistrate and Circuit Court judge could have concluded Gilchrist failed to exercise ordinary care. As explicated above, the decision of whether or not Gilchrist used ordinary care is a question of fact. Based on our standard of review, we must affirm the decision of the Circuit Court on the facts if it is supported by any evidence, and this Court finds no error of law. See Wright v. Ritz Theatre Co., 211 S.C. 161, 44 S.E.2d 308 (1947); Dingle v. Northwestern R.R., 112 S.C. 390, 99 S.E. 828 (1919). We find the facts support the finding that Gilchrist breached his duty as a bailee to Hadfield, and the Circuit Court was not controlled by any error of law.

IV. DAMAGES

Gilchrist asserts the magistrate and the Circuit Court judge erred in the finding of damages. Yet, Gilchrist's own counsel stated: "And all they have proved is damages. There's no question that the plaintiffs were damaged" Hadfield proffered the testimony of Rodney Smitz, an assistant manager at Rick Hendrick Collision Center, to explain the damages and the cost to repair the vehicle. Gilchrist's counsel did not cross examine Smitz regarding the estimates. We find no merit in Gilchrist's argument that there was no evidence for the Circuit Court to calculate damages.

CONCLUSION

We rule that where a city ordinance is utilized as the legal justification for taking possession of a vehicle on private property the person or entity lawfully acquiring possession of the property under the ordinance becomes a constructive bailee as a matter of law. We find a constructive bailment, for the mutual benefit of Hadfield and Gilchrist, was created. Further, we hold an action for breach of the duty of care by a bailor, although contractual in nature, sounds in tort. We conclude the burden of proof in a constructive bailment case rests first upon a bailor to prove a *prima facie* case and, once so proven, the burden shifts to the bailee to show the use of ordinary care in the storage and safekeeping of the property. Accordingly, the order of the Circuit Court is

AFFIRMED.

GOOLSBY and HUFF, JJ., concur.

1. The magistrate found Hadfield's wife parked the vehicle there earlier that day. Gilchrist presented evidence the vehicle was parked there for several days.

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

Christopher Jones ✓
309 Perry Avenue
Greenville, SC 29601

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**East Greenville Summary Court
320 West Main St
Taylors, SC 29687**

on **October 4, 2022** at **9:30 AM** to serve as a party in a Bench Trial in the case of:

RE: ✓ Christopher Jones

Vs

Elvis Paulino ✓

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2022CV2310302804, Summons & Complaint.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**

JUDGE

**East Greenville Summary Court
320 West Main St
Taylors, SC 29687
Phone: (864) 467-4625
Fax: (864) 244-6232**

September 8, 2022

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

Elvis Paulino
4384 Wade Hampton Blvd
Taylors, SC 29687

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**East Greenville Summary Court
320 West Main St
Taylors, SC 29687**

on **October 4, 2022** at **9:30 AM** to serve as a party in a Bench Trial in the case of:

RE: Christopher Jones

Vs Elvis Paulino

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2022CV2310302804, Summons & Complaint.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**

JUDGE

**East Greenville Summary Court
320 West Main St
Taylors, SC 29687
Phone: (864) 467-4625
Fax: (864) 244-6232**

September 8, 2022

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
)
)
)

864-451-7823
2022CV2510302804
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
ANSWER

Christopher Jones
309 Perry Avenue
Greenville, SC 29601
(864) 686-0745

PLAINTIFF(S)

Vs

Elvis Pauline
4384 Wade Hampton Blvd
Taylors, SC 29687

DEFENDANT(S)

On _____ I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the **East Greenville Summary Court**, is as follows:

CHECK ONE:

A. I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

B. I admit everything in the complaint and do not want a trial.

C. I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. I deny that I am responsible at all because: (use additional pages if necessary)

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: _____

SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER

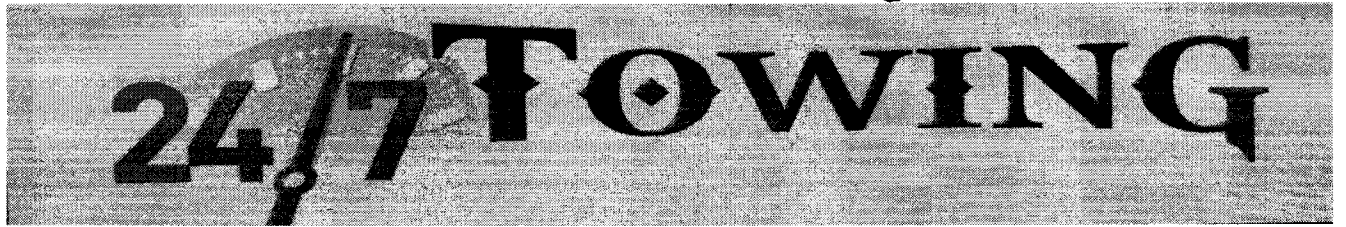
PLEASE RETURN TO:

East Greenville Summary Court
320 West Main St
Taylors, SC 29687
Phone: (864) 467-4625
Fax: (864) 244-6232

RECEIVED

SEP - 6 2022

EAST GREENVILLE
SUMMARY COURT



4384 Wade Hampton Blvd
Taylors SC 29687
864-451-7823

September 2, 2022

East Greenville Summary Court

320 West Main St.

Taylors SC 29687

Civil Case # 2022CV2310302804

On July 22nd 2022 we received a service call from: Jason Alverson, representative at Alfie Investors LLC property management company, in representation of the property owner at 213 Barker Rd Simpsonville SC 29680 asking us to remove some abandoned vehicles that were left on the property. Attached is a deed filed at the Greenville County on May 5, 2022. The vehicles were picked up from the property and taken to our facility at 4384 Wade Hampton Blvd, Taylors SC 29687

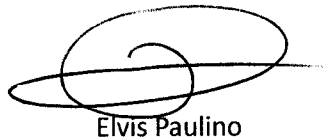
After getting the owners information from DMV Records, we sent letters to the registered owners for the vehicles, attached are the letters sent to them. Mr. Christopher Jones is not the registered owner of any of the vehicles.

We also asked not to be harassed by Mr. Jones since he is not in any of the vehicles or property owners titles.

If further information is needed please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Marcia De La Cruz".
Marcia De La Cruz

A handwritten signature in black ink, appearing to read "Elvis Paulino".
Elvis Paulino

24/7 TOWING

4384 Wade Hampton Blvd
Taylors SC 29687
864-451-7823

August 22, 2022

Tawana Shuntay Byrd
230 Pelham Rd Apt 154
Greenville SC 29615

We are contacting you about your: 2005 Volkswagen Beetle Vin: 3VWCM31Y05M314062 DMV records show you as this vehicle owner. This vehicle is at our location for over 30 days, as of today the balance with us for tow and storage is \$1382.00 please contact our office so we can solve this matter. Keep in mind that there is a \$38.00 daily storage fee added to it.

Our contact information is on the top of this letter.

Sincerely,

Marcia De La Cruz

24/7 TOWING

4384 Wade Hampton Blvd
Taylors SC 29687
864-451-7823

August 22, 2022

Jessica Viann McClinton

112B Miller Rd

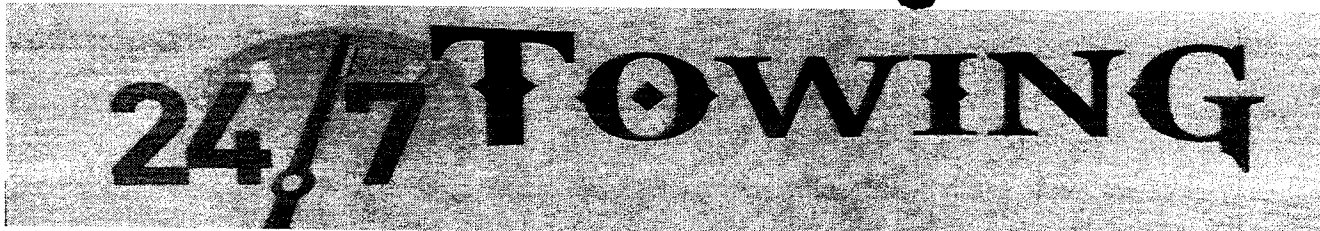
Mauldin SC 29662

We are contacting you about your: 2003 Buick Lesabre Vin: 1G4HP54K93U257349 DMV records show you as this vehicle owner. This vehicle is at our location for over 30 days, as of today the balance with us for tow and storage is \$1382.00 please contact our office so we can solve this matter. Keep in mind that there is a \$38.00 daily storage fee added to it.

Our contact information is on the top of this letter.

Sincerely,

Marcia De La Cruz



4384 Wade Hampton Blvd
Taylors SC 29687
864-451-7823

August 22, 2022

Elonda Yvette Byrd
110 Berea Forest Cir
Greenville SC 29617

We are contacting you about your: 2004 Volvo XC70 Vin: YV1SZ59H441143435 DMV records show you as this vehicle owner. This vehicle is at our location for over 30 days, as of today the balance with us for tow and storage is \$1382.00 please contact our office so we can solve this matter. Keep in mind that there is a \$38.00 daily storage fee added to it.

Our contact information is on the top of this letter.

Sincerely,

Marcia De La Cruz

2022036803
DEED Book: DE 2656 Page: 3036 - 3037 2 Pgs
May 5, 2022 11:03:20 AM Cons: \$354,000.00
Rec: \$15.00 Cnty Tax: \$389.40 State Tax: \$920.40
FILED IN GREENVILLE COUNTY, SC *Timothy J. Ramsey*

MASTER'S TITLE
State of South Carolina)
County of Greenville)

TO ALL WHOM THESE PRESENTS SHALL CONCERN:

I, Charles B. Simmons, Jr., as Master in Equity for Greenville County, the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Greenville County between

Alfie Investors, LLC,

as plaintiff(s) and **International Palm Oil and Biodiesel, LLC, et al.,**

as defendant(s), by an Order filed April 21, 2021 it was decreed that the property hereinafter described should be sold by the Master in Equity for Greenville County, on the terms and for the purposes mentioned in the Order(s) granted in the case (see **Judgement Roll No. 2020-CP-23-04007**) (**A MORTGAGE FORECLOSURE ACTION- TRANSFERRING REALTY**)

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Greenville County, pursuant to the foregoing and in consideration of the sum of **Three Hundred Fifty-Four Thousand and no/100 (\$354,000.00) Dollars** as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant and release unto the grantee, **Crown Properties, LLC**, the following real property to wit:

All that certain piece, parcel or tract of land, containing 3.437 acres, more or less, on Barker Road, as shown on plat entitled 'SURVEY FOR JUDITH A. OGLESBY & THOMAS E. OLESBY', prepared by Site Design, Inc. dated January 15, 2019 and recorded in the ROD Office for Greenville County in Plat Book 1327 at Page 27, and having such metes and bounds as shown thereon.

This being the same property conveyed unto International Palm Oil and Biodiesel, LLC, a South Carolina Limited Liability Company by deed of Crown Properties LLC dated September 13, 2019 and recorded on September 19, 2019, in Deed Book 2576 at Page 0966 in the Register of Deeds Office in Greenville County, South Carolina.

TMS#: 0574.05-01-007.02

PROPERTY ADDRESS: 213 Barker Road Simpsonville, SC 29680

GRANTEE'S ADDRESS: 4113 East North Street, Greenville, SC 29615



STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

2022CV2310302804
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Christopher Jones
309 Perry Avenue
Greenville, SC 29601
(864) 686-0745

PLAINTIFF(S)

Vs

Elvis Pauline
4384 Wade Hampton Blvd
Taylors, SC 29687

DEFENDANT(S)

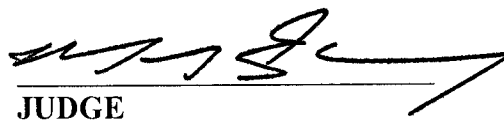
TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after receipt of this summons. Your Answer must be received by the:

**East Greenville Summary Court
320 West Main St
Taylors, SC 29687
Phone: (864) 467-4625
Fax: (864) 244-6232**

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. **If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial.** If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:


JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

August 10, 2022

22-2804

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

STATE OF SOUTH CAROLINA)

COUNTY OF Greenville)

Christopher Jones)
PLAINTIFF)

309 Perry Ave)
STREET ADDRESS)

Greenville, SC 29601)
CITY, STATE ZIP)

(864) 686-0745)
TELEPHONE)

VS.

Elvis Paulino, et al)
DEFENDANT(S))

4384 Wade Hampton Blvd)
STREET ADDRESS)

Taylor, SC 29687)
CITY, STATE ZIP)

(864) 808-0079)
TELEPHONE)

COMPLAINT

I, Chris Jones, the plaintiff in this civil action do make the following claims:

1. I believe the defendant, Elvis Paulino, is a resident of Greenville County, and resides at 4384 Wade Hampton Blvd which is within Judge Grant Summary's magisterial jurisdiction or this Complaint is properly filed in Greenville County.

2. I make this complaint on the following:

Please See Attached Complaint

(Attached supplement if necessary.)

3. I believe, because of the above information, that I am entitled to and do request a judgment for \$ 7,500 and/or other relief as below requested:

Unlawful towing of 3 vehicles - excess
charges for towing - violation of S.C. Invector statute
including any costs resulting in this action.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

Dated: 8/02/2022

[Signature]
Signature of Plaintiff (or his attorney)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MAGISTRATE COURT
GANTT SUMMARY COURT

CHRISTOPHER JONES

Plaintiff

vs

ELVIS TOWING,
ANYTIME TOWING & SERVICES, LLC
ELVIS PAULION
24/7 TOWING, et al;

Defendant

Civil Action: 2022CV2310302804

COMPLAINT

COMES NOW, the Plaintiff, Christopher Jones (hereinafter "Plaintiff"), complaining of the Defendants, Elvis Paulino d/b/a Elvis Towing, 24/7 Towing, Anytime Towing & Services, LLC (collectively hereinafter "Defendants") and would show the following:

1. Plaintiff, at all relevant times mentioned herein, is a resident of Greenville County, South Carolina.
2. Upon information and belief, Defendant Elvis Paulino, Elvis Towing, 24/7 Towing, and Anytime Towing & Services, LLC (hereinafter "Wrecker Service") is a South Carolina limited liability company and at mentioned herein, was transacting business at 213 Barker Rd Simpsonville, SC (the"Premises") .
3. Upon information and belief, Defendant Elvis Paulino (hereinafter "Paulino") is a citizen and resident of Greenville County, South Carolina. Upon further information and belief, Paulino is the owner of Elvis Towing, 24/7 Towing, Anytime Towing & Services, LLC.

4. Upon information and belief, Defendant Elvis Towing (hereinafter "Elvis") is a business located in Greenville County, South Carolina. Upon further information and belief, On or about July 23, 2022, Elvis was contacted by Jason Alverson to tow away three (3) vehicles that were legally parked on the Plaintiffs' past property. The Plaintiff had an agreement to move the vehicles, however no specific time frame was stated. Elvis towed the vehicles without Plaintiff's express consent as the owner of the vehicles which lawfully parked.

5. When the Plaintiff contacted Elvis Paulino by phone, Elvis stated that he had in fact towed the three vehicles, (1) Silver Buick Lasabre (2) Blue Volvo Wagon (3) Blue/Green VW Beetle from 213 Barker Rd Simpsonville SC and towed all three vehicles to Wade Hampton Blvd in Taylors, Greenville County South Carolina. Elvis then gave the Plaintiff a price of Six Hundred Dollars (\$600.00) per vehicle. Elvis then proceeded to explain that the reason for the excessive cost of towing is because , he damaged his truck during the towing of these vehicles. Elvis stated that the amount of damage is equal to \$1800.00.

6. The Defendants failed to comply with notifying the local Sheriff or law enforcement of the tow, as required by South Carolina Code.

7. The Defendants failed to notify the registered owner of the vehicles of the tow, as required by South Carolina Code.

8. The Defendants are in violation of Greenville County 14-45 for charging excessive towing rates within Greenville County.

9. Herewith, Plaintiff seeks to obtain a Temporary Restraining Order against Defendants, prohibiting Defendants from removing the vehicles from their present location, and to

restrain the Defendants from committing and damage to the vehicles until there is a disposition in this matter.

10. As the direct and proximate result of Defendants conduct, and Elvis' excessive fees for towing the three vehicles to Wade Hampton Blvd, Plaintiff has lost approximately Twenty-Five Hundred (**\$2500.00**) each in income and revenue.

Jurisdiction and venue are proper in this Court.

**FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)**

11. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

12. Defendants were hired to tow away three vehicles which were legally parked on Plaintiff's past property. Defendants failed to obtain any verification before towing.

13. A justiciable controversy exists as to the rights of the parties as it relates to: 1) Defendant's towing and removal of lawfully parked vehicles on private property 2) whether the owner of the vehicles had the right to be properly notified before the towing and was denied the opportunity to render consent; and 3) whether the costs of the towing is unlawful and excessive.

14. Plaintiff prays for a speedy hearing in accordance with the South Carolina Rule of civil Procedure and for the Court to declare: 1) that Defendants towed the three vehicles without the express consent of the registered owner, that Defendants did no have the right to tow and remove lawfully parked vehicles off those respective properties; 2) that Defendants did not comply with S.C. Code 38-600; 29-15-10; 56-5-5630; 56-5-5810; neither Greenville County 14-45 .

**FOR A SECOND CAUSE OF ACTION
(Violation of the South Carolina Unfair Trade Practices Act)**

15. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

16. Elvis Paulino, 24/7 Towing, Elvis Towing, and Anytime Towing & Services unfairly and deceptively towed away the three vehicle without lawful process. In an attempt to further injure the Plaintiff, Defendants unfairly and unlawfully charged \$600.00 per vehicle for towing less than 20 miles within Greenville County, against the dignity and laws of the State of South Carolina.

17. Elvis Paulino, Elvis Towing, 24/7 Towing and Anytime Towing & Services, LLC Conduct and action is found to be unfair and deceptive acts affect the public interest.

18. As a proximate result of Defendant's unfair and deceptive methods, Plaintiff has suffered, and been damaged financially as well as emotionally, and is entitled to a judgment against Elvis Paulino, Elvis Towing and the remaining Defendants in an amount to be determined at trial, plus treble damages.

**FOR A THIRD CAUSE OF ACTION
(Abuse of Process)**

19. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

20. Elivis Paulino, 24/7 Towing, Elvis Towing and Anytime Towing & Services, LLC have willfully come together for the ulterior purpose of injuring Plaintiff by harassing

Plaintiff with the unlawful towing, excessive charges and tortuously interfering with Plaintiff's business relationships.

46. The object of charging the excessive rates for the towing and the coming together is to ruin or damage Plaintiff's business relationship by eventually forfeiting the vehicles by magistrate sale

21. Defendants willful acts in the use of process is not proper in the regular conduct of the proceedings.

22. As the direct and proximate result of Defendants' abuse of process Plaintiff has actual and punitive damages in an amount to be determined at trial.

WHEREFORE, the Plaintiff, Christopher Jones pray for the following relief:

- a) Judgment against all Defendants herein named in an amount to be determined at trial, together with interest, costs, and attorneys' fees;
- b) Judgment against Elvis Paulino, Individually, in an amount to be determined at trial, together with interest, costs, and attorneys' fees;
- c) A declaration that Defendants, towed vehicles without the express consent of the registered owner, that Defendants did not have the right to tow and remove lawfully parked vehicles off respective property;
- d) A declaration that neither Defendant notified local law enforcement, and declare that Defendants had a responsibility to notify the registered owner of the vehicles prior to tow;
- e) Costs of this action and Attorneys' fees;
- f) Special Damages;
- g) Such other and further relief that this Court deems just and proper.

Respectfully submitted this 2nd day of August, 2022

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line and a small flourish.

Christopher Jones, Pro se
309 Perry Avenue
Greenville, SC 29601
PH:(864) 686-0745

Greenville, South Carolina

EXHIBITS ^{-A}

Business Entities Online

File, Search, and Retrieve Documents Electronically

ELVIS AUTO SALES AND SERVICES LLC.

Corporate Information

Entity Id: 00459879

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 08/24/2016

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: ELVIS PAULINO

Address: 65 BIRDSONG LN
TAYLORS, South Carolina 29687

Official Documents On File

Filing Type	Filing Date
Organization	08/24/2016

Business Entities Online

File, Search, and Retrieve Documents Electronically

Anytime Towing & Services, LLC

Corporate Information

Entity Id: 01096377

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 02/23/2021

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: Elvis E Paulino

Address: 100 Tralee Lane
Greer, South Carolina 29650

Official Documents On File

Filing Type	Filing Date
Articles of Organization	02/23/2021

EXHIBITS - 3

STATE OF SOUTH CAROLINA

GUIDELINES FOR PUBLIC SALES
OF VEHICLE/PROPERTY

COUNTY OF _____

Guidelines for Businesses for Tow/Repair Vehicles
Section 56-5-5620-5670 SC Code of Laws as Amended

Ways to obtain vehicles:

1. Law Enforcement Officer directs vehicle towed as a result of motor vehicle collision, vehicle breakdown, or after an arrest or other law enforcement action.
2. Owner or person having control over vehicle requests it to be towed or repaired thus creating a contract between the parties.
3. Private property owner requests unlawfully parked vehicle be removed from his/her property.
4. Lien holder requests repossession. (Not addressed herein.)
5. Sales of vehicles towed with a colored tag (Red Tag) affixed are sold in accordance with Section 29-15-10.

Any time a vehicle is towed by the towing company without the knowledge of the owner or person in possession of the vehicle, the towing company must notify the municipal police chief or sheriff in the county's unincorporated areas within one hour of moving the vehicle or all charges for the tow/storage are forfeited. The law enforcement agency must complete a timed and numbered towing report form. A sign to reflect this notice must be posted in the tow company's shop.

Business must provide to appropriate law enforcement agency within 10 days after vehicle is towed (if towed by law enforcement direction) a full description of the vehicle including VIN and license tag number, registration information, if available, and full description of vehicle remaining in tow company's possession. Failing to do so results in the business forfeiting all storage costs until notification is mailed to all parties. Occasionally tag and registration information is not available so a newspaper ad must be published.

Law enforcement agency must furnish owner and lien holder information to business within 10 days at no cost, including NCIC stolen vehicle statement. Business to notify owner and person having control over vehicle when towed and lien holder by certified mail, return receipt, that charges are due (see attached sample letter). Must publish in newspaper if owner or lien holder cannot be determined or does not receive the mailed notice (see Publication Notice) of charges and storage.

Storage charges to begin on the first day if certified return receipt notices to the owners and lien holders are mailed within 5 days of determining their identities. Otherwise no storage charges accrue until the notices are mailed.

SECTION 16-11-760

Towing vehicles unlawfully parked on private property at property owner's request:

1. Commercial property must be posted at each entrance with appropriate 16-11-760 warning for immediate towing.
2. Towing business has lien against vehicle for charges. Must notify law enforcement of vehicle information within one hour of towing or forfeit charges.
3. No storage charges are allowed before mailing notification to owner and lien holder by certified mail; return receipt unless the notices are mailed within 5 days for receipt of information.
4. 30 days after mailing, if vehicle is not reclaimed, property may be sold by requirements of section 29-15-10.

Section 29-15-10, SC Code of Laws as Amended Owner/Customer Requested Tow or Repair

When a vehicle is towed or delivered for repair, the business has the duty to capture the name, address and phone number of the owner. If a person other than owner is requesting services, the business needs information on both people.

After the ordered service or repairs are complete, and no payment by the customer is received, then within 35 days the business must file Unclaimed Vehicle Form. The business must give notice that after 30 days from the mailing date of the certified, return receipt letter (mailed to the owner and person ordering towing/repairs if not owner and lien holder) that the business will apply for a public sale. The business must file with D.P.S. Motor Vehicle Division an Unclaimed Vehicle Form to get owner/lien holder of record information. The same form as above.

Owner's and lien holder's liability is only 5 days storage before mailing notice by certified, return receipt mail. Additional storage charges may accrue after the mailing of the letter.

After sending the 30-day notice, the business may file appropriate papers with the Magistrate's Court having Jurisdiction in that area of the county to have the vehicle sold at public auction.

Before the sale date the magistrate will set a hearing date to determine all contested matters concerning the vehicle: such as the right to sell, compliance with the statutes or the amount of the charges.

After the sale, the successful bidder must bring to the Magistrate appropriate funds to pay the bidding price. The Magistrate will issue to the business a check for the accrued charges and costs with any surplus going to the owner and/or lien holder. The business must bid \$ 1.00. If no other bidders, the business will be awarded the article at no cost. If a surplus the magistrate must notify the owner and lien holder of such by certified return receipt mail giving 90 days to provide proof of claim.

RED TAGS

Vehicles with colored tags affixed by law enforcement are now sold under the authority of sections 56-5-5635 and 29-15-10. An abandoned or derelict vehicle (as defined in section 56-5-5810) should be marked with a colored tag as legal notice to the owner or person in possession the vehicle can be removed from public or private property or the roadway:

After 48 hours from a roadway, or

After 7 days on public or private property

from attachment of the timed-dated-colored tag. The towing company must notify the sheriff or police chief within one hour of these type tows when law enforcement does not call the tow business.

§ 14-45 RATE SCHEDULE FOR NON-CONSENT TOWING FROM PRIVATE PROPERTY.

1. *Rates.* The following maximum rates shall be established for all non-consent towing from commercial parking facilities in the unincorporated area of Greenville County. For purposes of this section, these rates only apply to the towing, removal and storage of a vehicle without the authorization of the owner or authorized driver. These rates do not apply to tows directed by law enforcement or any tow requested by the owner or authorized driver of the vehicle. Furthermore, these rates do not apply to the towing of an abandoned vehicle as defined in S.C. Code § 56-5-5810.

Maximum rates for towing, removing, and storing vehicles with a gross weight rating of less than 10,000 pounds removed from commercial parking facilities	
Towing	\$75
Storage	\$10 per day
Maximum rates for towing, removing, and storing vehicles with a gross weight rating of 10,000 pounds but less than 15,000 pounds from commercial parking facilities	
Towing	\$100
Storage	\$25 per day
Maximum rates for towing, removing, and storing vehicles with a gross weight rating of 15,000 pounds but less than 30,000 pounds from commercial parking facilities	
Towing	\$200
Storage	\$40 per day
Maximum rates for towing, removing, and storing vehicles with a gross weight rating of greater than 30,000 pounds from commercial parking facilities	
Towing	\$300
Storage	\$50 per day

No charges, other than documented expenses incurred by the towing company, such as mailing registered letters or wrapping vehicles, shown on an invoice, may be charged to the owner of a towed vehicle. Items including, but not limited to: gate/yard fees, administrative office fees, repositioning fees, absorbent material fees, license plate removal fees, vehicle cleaning fees, will not be allowed and must not be shown on a tow invoice or other form.

2. *Signage.*

(a) A vehicle may not be towed from a commercial parking facility unless a sign prohibiting unauthorized vehicles on a parking facility is:

- (1) Facing and conspicuously visible to the driver of a vehicle who enters the facility;
- (2) Located:

(A) On the right or left side of each driveway or curb-cut through which a vehicle can enter the facility, including an entry from an alley abutting the facility; or

(B) At intervals along the entrance so that no entrance is farther than 25 feet from a sign if:

- (i) Curbs, access barriers, landscaping, or driveways do not establish definite vehicle entrances onto a parking facility from a public roadway other than an alley; and
- (ii) The width of the entrance exceeds 35 feet;

- (3) Permanently mounted on a pole, post, permanent wall, or permanent barrier;
- (4) Installed on the parking facility; and
- (5) Installed so that the bottom edge of the sign is no lower than 5 feet and no higher than 8 feet above ground level;

(b) An unauthorized vehicle may be towed from a parking facility only if each sign prohibiting unauthorized vehicles:

- (1) Is made of weather-resistant material;
- (2) Is at least 18 inches wide and 24 inches tall;
- (3) Contains the international symbol for towing vehicles;
- (4) Contains a statement describing who may park in the parking facility and prohibiting all others;
- (5) Bears the words "Unauthorized Vehicles Will Be Towed at Owner's or Operator's Expense;"
- (6) Contains a statement of the days and hours of towing enforcement; and
- (7) Contains a number, including the area code, of a telephone that is answered 24 hours a day to enable an owner or operator of a vehicle to locate the vehicle.

For purposes of this section, a *commercial parking facility* means any privately owned parking area serving or adjacent to a business which is used for parking motor vehicles while leaving them unattended. The term includes places which customarily make per use charges or require lease payments from users, and it also includes places where no charges or payments are ordinarily assessed, whether the places are associated with a particular building or stand alone. For purposes of this section, a *commercial parking facility* includes vehicle parking spaces in an apartment complex.

3. *Prohibition.* It shall be unlawful for any vehicle to be towed beyond Greenville County boundary lines without the vehicle owner's consent.

4. *Penalty.* A violation of this section shall constitute a misdemeanor and shall be punished within the jurisdictional limits of magistrate's court.

(Ord. 4278, §§ 1 - 4, passed 4-21-2009; Ord. 4692, § 1 - 4, passed 4-21-2015)

EXHIBITS -c

(B) Within ten days following a law enforcement's towing request, the proprietor, owner, or operator of any towing company, storage facility, garage, or repair shop must provide to the sheriff or chief of police a list describing the vehicles remaining in the possession of the proprietor, owner, or operator of any towing company, storage facility, garage, or repair shop. A person who fails to provide the law enforcement agency with this list forfeits recovery of any storage fees that have accrued from the date of towing until the day after the mailing of the notification to the owner and all lienholders by certified or registered mail, return receipt requested, pursuant to Section 29-15-10. Within ten days of receipt of this list, the sheriff or chief of police must provide to the towing company or storage facility, the current owner's name, address, and a record of all lienholders along with the make, model, and identification number or a description of the vehicle at no cost to the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop. The proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop having towed or received the vehicle must notify by registered or certified mail, return receipt requested, the last known registered owner and all lienholders of record that the vehicle has been taken into custody.

(C) If the identity of the last registered owner cannot be determined, or if the registration contains no address for the owner, or if it is impossible to determine with reasonable certainty the identity and addresses of all lienholders, the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop must provide notice by one publication in one newspaper of general circulation in the area from which the vehicle was abandoned which is sufficient to meet all requirements of notice pursuant to this article. The notice by publication may contain multiple listings of abandoned vehicles.

(D) Before a vehicle is sold, the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop must apply to the appropriate titling facility including, but not limited to, the Department of Motor Vehicles or the Department of Natural Resources for the name and address of any owner or lienholder. For nontitled vehicles, where the owner's name is known, a search must be conducted through the Secretary of State's Office to determine any lienholders. The application must be on prescribed forms as required by the appropriate titling facility or the Secretary of State. If the vehicle has an out-of-state registration, an application must be made to that state's appropriate titling facility. When the vehicle is not titled in this State and does not have a registration from another state, the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop may apply to the sheriff or chief of police in the

jurisdiction where the vehicle is stored to determine the state where the vehicle is registered. The sheriff or chief of police shall conduct a records search. This search must include, but is not limited to, a search on the National Crime Information Center and any other appropriate search that may be conducted with the vehicle's identification number. The sheriff or chief of police must supply, at no cost to the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop, the name of the state in which the vehicle is titled.

(E) The proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop that has towed and stored a vehicle has a lien against the vehicle and may have the vehicle sold at public auction pursuant to Section 29-15-10. The proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop may hold the license tag of any vehicle until all towing and storage costs have been paid, or if the vehicle is not reclaimed, until it is declared abandoned and sold. Storage costs may be charged that have accrued before the notification of the owner and lienholder, by certified or registered mail, of the location of the vehicle. Notification to the owner and lienholder by the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop must occur within five days, after receiving the owner's and lienholders' identities from the appropriate law enforcement agency. If the notice is not mailed within this period, storage costs after the five-day period must not be charged until the notice is mailed. If the vehicle is not reclaimed within thirty days after the day the notice is mailed, return receipt requested, the vehicle is considered abandoned and may be sold by the magistrate pursuant to the procedures set forth in Section 29-15-10.

(F) After the vehicle is in the possession of the proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop, the owner of the vehicle as demonstrated by providing a certificate of registration has one opportunity to remove from the vehicle any personal property not attached to the vehicle. The proprietor, owner, or operator of the towing company, storage facility, garage, or repair shop must release any personal property that does not belong to the owner of the vehicle to the owner of the personal property.

(G) When a law enforcement agency stores a vehicle at a law enforcement facility, the agency must follow the notification procedures contained in this section and submit vehicle information to a magistrate in the county where the vehicle is stored to provide for the sale of the vehicle at public auction. A law enforcement agency is exempt from paying filing fees in any matter related to the towing and storing of a vehicle.

HISTORY: 2003 Act No. 71, Section 1; 2004 Act No. 269, Section 4.

Disclaimer: These codes may not be the most recent version. South Carolina may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

22-2804

East Greenville Summary Court
320 West Main St
Taylors, SC 29687

AFFIDAVIT OF SERVICE

Personally appeared before me

MICHAEL Jolly

who, being duly sworn, says that, on the

26 Day of Aug 2022

s/he served MANAGER

the defendant within named, the Summons
and Complaint in this action, by delivering
copies thereof to

Summons & Complaint

personally, and leaving the same with

at 4384 WADE HAMPTON
TAYLORS, SC

the place of residence/work/other of said

Defendant and Deponent is not a party to

The action.

[Signature]

Deputy Sheriff/Constable/Process Server

DATE 8-26-22

COURT ORIGINAL

DEFENDANT'S COPY

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MAGISTRATE'S COURT
SUMMONS AND COMPLAINT

Christopher Jones
309 Perry Avenue
Greenville, SC 29601

VS

Elvis Pauline
4384 Wade Hampton Blvd
Taylors, SC 29687

PLAINTIFF(S)

DEFENDANT(S)

Trial will be scheduled approximately 30 days from date
of service. You will be Notified by mail as to the date
and time for trial.

DISPOSITION OF CASE

PLAINTIFF PRESENT

DEFENDANT PRESENT

LIQUIDATED ACCOUNT

UNLIQUIDATED ACCOUNT

RULED FOR PLAINTIFF

\$ _____ CLAIM

\$ _____ COURT COST

\$ _____ TOTAL

RULED FOR DEFENDANT

DEFAULT

SETTLED

OTHER Dismissed without prejudice

[Signature]

JUDGE

10/4/22

DATE

**View the 2020 South Carolina Code of Laws | View Previous Versions of the South
Carolina Code of Laws**

**2012 South Carolina Code of Laws
Title 56 - Motor Vehicles
Chapter 5 - UNIFORM ACT
REGULATING TRAFFIC ON
HIGHWAYS
Section 56-5-5635 - Law enforcement
towing and storage procedures;
notification of registered owner;
disposition of vehicle and personal
property.**

Universal Citation: SC Code § 56-5-5635 (2012)

(A) Notwithstanding another provision of law, a law enforcement officer who directs that a vehicle be towed for any reason, whether on public or private property, must use the established towing procedure for his jurisdiction. A request by a law enforcement officer resulting from a law enforcement action including, but not limited to, a vehicle collision, vehicle breakdown, or vehicle recovery incident to an arrest, is considered a law enforcement towing for purposes of recovering costs associated with the towing and storage of the vehicle unless the request for towing is made by a law enforcement officer at the direct request of the owner or operator of the vehicle.

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

January 9, 2024

/s/ Christopher Jones
Christopher Jones
309 Perry Avenue
Greenville, South Carolina 29601
(864) 371-0989
Appellant

RECEIVED
Jan 10 2024
SC Court of Appeals