

1 STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT 5
2 COUNTY OF RICHLAND) COURT C.A NO.2023-CP-40-5766

3
4 Palmetto Citizen Federal Credit Union)
5 Plaintiff,)
6 Versus)
7 Keiven Keon Minter)
8 Defendant.)

RECEIVED
Sep 25 2024
SC Court of Appeals

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10 H E A R I N G

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12 DATE: August 9, 2024

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14 LOCATION: South Carolina Circuit Court 5

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16 JUDGE: Daniel Coble

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18 TRANSCRIBED BY: ERIN REILLY

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Attorney for Defendant:
Keiven Keon Minter (Pro Se)

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EXHIBITS

(None marked)

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PROCEEDINGS

THE COURT: Next is Palmetto Citizens Federal Credit Union versus Minter, 2023CP405766.

MS. ENGELS: Good afternoon, Your Honor. Catherine Engles on behalf of Plaintiff, Palmetto Citizens

THE COURT: Afternoon, and do we have Mr. Minter present. Is Mr. Minter pro se, Ms. Engles?

MS. ENGELS: Yes, Your Honor.

MR. MINTER: Can you hear me

THE COURT: All right. Did I just --

MR. MINTER: Can hear me, Your Honor.

THE COURT: All right. Mr. Minter, can you turn your camera on?

MR. MINTER: Yes. One second. All right. Can you hear me, Your Honor?

THE COURT: Yeah, we can. All right. The other attorney has a motion for summary judgment. She's going to make her arguments then you'll be able to have a chance to respond. Okay?

MR. MINTER: Okay.

THE COURT: All right. Yes, ma'am.

MS. ENGELS: Thank you, Your Honor. This action comes as a collection on a vehicle loan agreement executed by Defendant on February 29th, 2019 for the amount of just over

1 \$20,000. The last payment on the account was made by Defendant
2 on June 23rd, June of 2023 and no payments have been made since
3 that last payment and a right to cure was sent by Palmetto
4 Citizens Federal Credit Union on August 22nd, 2023, giving the
5 Defendant 20 days to cure the default in the account, which the
6 Defendant did not do.

7 Thereafter, our law firm was retained and we had sent
8 a demand letter on September 18th, 2023 regarding the balance
9 due on the account and giving the Defendant 30 days to contact
10 our office and make payment. And on that debt collection
11 notice there was the Fair Debt Collection Practices Notice and
12 the mini-Miranda required by the Fair Debt Collection Practices
13 Act as well as the South Carolina Collection Practices Act.

14 And after 30 days we had not received a response from
15 Defendant and we thereafter filed this complaint on October
16 30th, 2023 and it was served on Defendant's spouse, co-resident
17 on November 1st, 2023 and that affidavit of service was filed
18 on December 11th, 2023. The Defendant filed an affidavit of
19 support of conditional acceptance but sent us an affidavit of
20 support of conditional acceptance.

21 Requesting certain documents and information that we were
22 not in a position to give, nor were we statutorily or bylaw
23 required to give regarding parties in interest to the debt that
24 was contained in that initial, I believe it was labeled as kind
25 of a cease and desist as well, along with a \$75,000 demand for

1 payment to the Defendant, which we had taken to our client and
2 our client did not want to accept. And we'd filed the motion
3 for summary judgment thereafter on December 13th, 2023. And
4 the Defendant filed his motion on January 9th, 2024 as well as
5 a Motion to Change venue on May 15th, 2024 and a Motion to
6 amend his answer on July 18th, 2024.

7 And at present, we are moving for a motion for
8 summary judgment on the pleadings based off of the fact there's
9 no genuine issue of material fact. The Defendant has in his
10 various correspondences conditionally accepted the allegations
11 of the debt and the amount owed and in the required accounting
12 that was sent to Defendant on April or on May 7th, 2024,
13 showing the account history and the payments made as well as
14 the actual loan agreement that was filed with Motion for
15 Summary Judgment. And we are requesting at this time is the
16 past due principal amount is \$6,861.20 as of the filing date,
17 which is October of 2023 at a 5.3% interest rate plus cost of
18 collection for the loan agreement and attorney's fees.

19 THE COURT: Okay. All right. Yes, sir. Mr. Minter.

20 MR. MINTER: Okay. Your Honor, agree or disagree?
21 One and 1.1 are the same. Your Honor, that's the question.

22 THE COURT: What -- I didn't hear you

23 MR. MINTER: Agree or disagree, one and 1.1 are the
24 same.

25 THE COURT: No, you're not. You're -- if you have

1 any response to Ms. Engles, you can give her that response.

2 MR. MINTER: Okay. Not a problem. Okay. Your
3 Honor, I'm Keiven Minter holder in good faith creditor
4 beneficiary acting as universal agent on behalf of Keiven Keon
5 Minter, bonafide purchaser for value, bonafide holder for value
6 of account 189191 and from here on out I'll be known as
7 Defendant.

8 Defendant has never requested or authorized issuance of
9 bank credit from Plaintiff. Defendant has verifiable proof of
10 being bonafide purchase of the value by way of accepted
11 application for individual credit as submitted and to evidence
12 by the Plaintiff. See the top of the accepted application for
13 individual credit and there's a check mark by this account is
14 to be used for individual credit.

15 So, take note of the redacted account number. On the
16 second page you'll see the signature of the Defendant and the
17 Plaintiff reported liable slander to the credit reporting
18 agencies on an exempting transaction that exempted transaction
19 is not permissible for collateralization.

20 The Defendant is seeking assurance that the Plaintiff
21 is the bonafide creditor for account XXX191L72XX. Wherefore
22 Keiven Minter holder in good faith creditor beneficiary -- I
23 mean creditor beneficiary, acting as universal agent on behalf
24 of Keiven Keon Minter bonafide purchaser for value. Bonafide
25 holder for value of account 1891, I mean 189191 demands

1 judgment for money damages against Palmetto Citizens Federal
2 Credit Union, together with such other and further relief as
3 the Court may deem reasonable and just under the circumstances.

4 THE COURT: All right. Thank you. All right. And
5 you have a motion to change venue and amend your answer.

6 MR. MINTER: The motion for the change of venue,
7 what's the name? I was under the impression that it was going
8 to the ADR, so I was trying to go ahead and get it back in
9 front of a court.

10 THE COURT: All right. The motion to amend your
11 answer.

12 MR. MINTER: The motion to amend my answer, I didn't
13 know as far as the proper court procedures, I started studying.
14 So that's for -- I wanted to go ahead, amend my answers in the
15 proper way.

16 THE COURT: All right. I'm going to take this under
17 advisement, review the motions and I will have something to you
18 all shortly. Mr. Minter, you'll receive something in the mail
19 with my decision. Thank you all for being here.

20 MR. MINTER: All right.

21 [END OF HEARING]

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CERTIFICATE OF TRANSCRIBER

I, ERIN REILLY, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 5, South Carolina, on the 9th day of August, 2024.

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

September 19th, 2024

ERIN REILLY

TRANSCRIBER

