

STATE OF SOUTH CAROLINA )

COUNTY OF Charleston )

Margie Brown )  
Plaintiff(s) )

BauB Automotive INC <sup>vs.</sup> )  
William Holmes )  
Defendant(s) )

Submitted By: Margie Brown  
Address: PO Box 572122 N. Ches 29415

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2023-CP-110-3712

SC Bar #: Pro Se  
Telephone #: 1654-771-1891  
Fax #: \_\_\_\_\_  
Other: \_\_\_\_\_  
E-mail: brown.margie@colem

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 cases that are NOT E-Filed. 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. This form is NOT required to be filed in E-Filed Cases.

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. (Certificate Attached)

RECEIVED

Oct 17 2024

SC Court of Appeals

NATURE OF ACTION (Check One Box Below)

- |   |   |   |  |
|---|---|---|--|
| <p><b>Contracts</b></p> <input type="checkbox"/> Constructions (100)<br><input type="checkbox"/> Debt Collection (110)<br><input type="checkbox"/> General (130)<br><input type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Fraud/Bad Faith (150)<br><input type="checkbox"/> Failure to Deliver/Warranty (160)<br><input type="checkbox"/> Employment Discrim (170)<br><input type="checkbox"/> Employment (180)<br><input type="checkbox"/> Other (199) _____ <p><b>Inmate Petitions</b></p> <input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599) _____ <p><b>Special/Complex /Other</b></p> <input type="checkbox"/> Environmental (600)<br><input type="checkbox"/> Automobile Arb. (610)<br><input type="checkbox"/> Medical (620)<br><input type="checkbox"/> Other (699) _____<br><input type="checkbox"/> Sexual Predator (510)<br><input type="checkbox"/> Permanent Restraining Order (680)<br><input type="checkbox"/> Interpleader (690) | <p><b>Torts - Professional Malpractice</b></p> <input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br>Previous Notice of Intent Case #<br>20____-NI-_____<br><input type="checkbox"/> Notice/ File Med Mal (230)<br><input type="checkbox"/> Other (299) _____ <p><b>Administrative Law/Relief</b></p> <input type="checkbox"/> Reinstate Drv. License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture-Petition (840)<br><input type="checkbox"/> Forfeiture—Consent Order (850)<br><input type="checkbox"/> Other (899) _____ | <p><b>Torts - Personal Injury</b></p> <input type="checkbox"/> Conversion (310)<br><input type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input checked="" type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Wrongful Death (360)<br><input type="checkbox"/> Assault/Battery (370)<br><input type="checkbox"/> Slander/Libel (380)<br><input type="checkbox"/> Other (399) _____ <p><b>Judgments/Settlements</b></p> <input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)<br><input type="checkbox"/> Confession of Judgment (770)<br><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)<br><input type="checkbox"/> Incapacitated Adult Settlement (790)<br><input type="checkbox"/> Other (799) _____ | <p><b>Real Property</b></p> <input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (430)<br><input type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499) _____ <p><b>Appeals</b></p> <input type="checkbox"/> Arbitration (900)<br><input type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Public Service Comm. (990)<br><input type="checkbox"/> Employment Security Comm (991)<br><input type="checkbox"/> Other (999) _____ |
|---|---|---|--|

Submitting Party Signature: Margie Brown

Date: 8-1-23

STATE OF SOUTH CAROLINA,  
COUNTY OF Charleston

Margie Brown  
Plaintiff,

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO 2023-CP-10-3712

vs.  
Bond 3 Automotive INC.  
William Holmes.  
Defendant.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Charleston, South Carolina

Margie Brown  
Plaintiff/Attorney for Plaintiff

Dated: 8/31/23

Address: PO Box 72122

2023-09-10 3712

The plaintiff Margie Brown. The plaintiff is asking that the veil be lifted. Form this LLC. The plaintiff has exhausted all administrative avenues. The plaintiff is bringing this suit against B&B Automotive Inc With Exhibits, A-G. For negligence and using deceptive misleading business practices' Automotive As a Business cannot explain why after 90 days. The Company has not sought legal action for the alleged repairs. The plaintiff was informed by a long-standing customer of B&B Automotive Inc, for over 15 years. Derrick Izzard, that B&B Automotive Inc, William Holmes the owner closed the company on July 21/2023. B&B Automotive is negligent. B&B Automotive Inc. Didn't contact the plaintiff informing her that company was no longer in Business. B&B Automotive Inc owed the plaintiff a duty of care to inform the plaintiff, the company was no longer in business. B&B Automotive Inc is negligent. B&B Automotive Inc has removed, the plaintiff's vehicle from the location. B&B Automotive has basically, stolen the plaintiff's vehicle. On May 16/ of 2023. B&B Automotive Incrusted to make or take any payment options, for the alleged repairs, of a 2012 Lexus ES350. Allegedly a used engine with 65.0000.00 miles was installed and a new radiator stalled in vehicle. For 4.500.00.

The plaintiff offered to pay 3.000 on May 16/2023. B&B Automotive owner William Holmes refused. B&B Automotive was negligent and owed the plaintiff a duty of care. On June 7/2023 B&B Automotive Allude to the fact. It was he companies' intention, to take ownership of the plaintiffs 2012 Lexus ES350 to sell it. Because the car was worth more than the repairs.

In mid-June of 2023 B&B, Automotive continued to use misleading business practices Via text messages. Leading the plaintiff to believe that the company filed a mechanics lien on the plaintiff's car. There were no court records of a case being filed by the company On June /27/2023. On July 20/2023 B&B Automotive continued to use misleading business practice VIA text messages stating B&B Automotive owner William Holmes sent a copy of the alleged mechanics lien to West Lake Portfolio. West Lake Auto has not received any legal documents from B&B Automotive Inc.

B&B Automotive Inc, is negligent. B&B Automotive Inc, as a Business cannot explain as to why after 90 days. The Company has not sought legal action for the alleged repairs. For the plaintiffs 2012 Lexus ES350. The plaintiff contacted the company and spoke with the owner William Holmes. On May 16/2023 34 days after. The initial contact with the company informing William Holmes, that she had 3.000.00 of 4.500.00 for the alleged repairs. William Holmes refused to take 3.000.00 with a payment plan for the remaining 1.500.00. William Holmes has refused the plaintiff access to the car to take the tag off. So, she can return the tags to the DMV. Due to the company's negligence the plaintiff Driver License has been suspended and has outstanding fees.

FACTS:

#1. The plaintiff contacted BB Auto on April 13/2023. Via phone call. About a 2012 Lexus ES350 The plaintiff stated that she was informed by Pep Boy's that the problem with the car was the engine. The plaintiff asked for the address. She stated, that she would have car towed to the defendant's shop. The car arrived on April 12/2023. On April 14/2023. The defendant stated that car needed an engine, he stated via text message that he ordered one for the car. The defendant didn't ask the plaintiff for a deposit.

#2. On May 16 the plaintiff called the defendant and explained that she 3,000.00 of the balance. The plaintiff explained that she lived in Round O SC 45 miles from Charleston. She was unable to get back and forth to work. The plaintiff asked if he would take 3,000.00. She could get back to work and make weekly payments. For the remaining 1,500. The defendant refused. The plaintiff asked if she could have the tag off her car to return to the SC DMV because her Driver License has been suspended. On May 12/2023. The defendant refused.

#3. The plaintiff received an eviction notice on May 19/2023. The plaintiff contacted the defendant via phone call. ON May 2/2023 asking again if he would a partial the partial payment so that she could return to work. The plaintiff stated that she was being evicted. The defendant refused.

#4. The plaintiff Contacted the defendant on June 7/2023. He stated that he contacted West Lake Portfolio. The finance company for the repairs for the car. The plaintiff contacted West Lake Portfolio, on June 7/2023. The company stated that the never received a phone call or any documentation from the defendant. However, they would not pay for the repairs. The relayed the information to the defendant via text message defendant.

#5. After the plaintiff informed Bill, of West Lake Portfolio stated. He became very upset, and started making threats. Bill stated that he would place a mechanics lien on the car and sell it. Bill stated the car was worth more than the repairs. The plaintiff informed Bill that all of this could have been avoided. If he had followed his Owen business practice. On April 13/2023 If Bill had asked the plaintiff for 500.00 deposit, for the repairs. The plaintiff would have informed Bill that she didn't have it. The plaintiff stated that she was never informed by him or anyone at his company. That a deposit was required. Therefore, why would he go against his own business. For a person he didn't know, had never met. Or had done any prior business with. The plaintiff's car could have been towed back to her residents.

#6. At all times relevant On June 17/2023 William Holmes B&B Automotive owner alluded, to the fact that. It was his intention the entire time to deceptively take ownership of the plaintiff's car. Bill stated that he was going to get the title for the plaintiff's car. On June 22/2023. Bill stated that he filed a mechanics lien on the car a few weeks ago. The plaintiff asked for a copy of the documents. Bill stated his attorney mailed copies to the addresses. Located on the documents located inside the plaintiff glove compartment. To 2057 Beech Ave North Charleston, SC29405.

#9. On July 29/2023 the plaintiff was informed by a long standing customer of B&B Automotive Inc. That owner informed him July 21/2023 was the company last day of business.

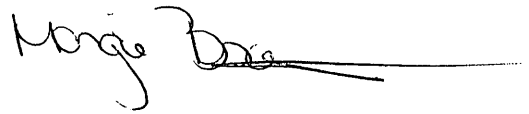
#10. The Plaintiff has exhausted all administrative avenues. The plaintiff contacted The owner of B&B Automotive Inc. William Holmes. On July 29/2022. Asking if the he had in fact closed his business. The asked the defendant again for his attorney's information. The defendant refused. The asked the reiterated that would like to work out peaceful resolution, with the court's the defendant refused.

#11. The plaintiff has exhausted all administrative avenues. At all times relevant on July 21/2023 William Holmes ,never informed the plaintiff that he closed his shop, and was no longer in business. At all times relevant on July 21/2023 or. B&B Automotive Inc employees are negligent. The plaintiff filed a police complaint with North Charleston Police Department, against B&B Automotive Inc on July 21/2023. B&B Automotive Inc, employees didn't inform North Charleston Police Department. That was there last day of business.

#12. At all times relevant B&B Automotive Inc. Owner William Holmes was negligent. William Holmes didn't inform the plaintiff. As to where her vehicle was being relocated to. William Holmes has, refused to give the plaintiff his attorney information. William Holmes, has concealed his attorney information for 30 over 30 days . To evade being served with legal documents for this case. William Holmes, has basically stolen the plaintiff's vehicle. On July 29/2023 William Holmes refused to inform the plaintiff where the vehicle was located.

PRAY FOR RELIEF:

The plaintiff is asking that B&B Automotive Inc Owner. William Holmes show proof of the alleged used engine of 65,000.00 miles and new radiator repairs. The plaintiff is asking that her vehicle be returned. The plaintiff is seeking damages, for outstanding Fees. The plaintiffs driver license being suspended. The defendant withheld the plaintiff tags. From the duration of May 16/2023 throughout the duration of the case. The plaintiff is seeking punitive damages, and to be reimbursed for all court fees.

A handwritten signature in black ink, appearing to read "Margie Davis", followed by a long horizontal line extending to the right.



June 2

4:11 PM

Declined call

May 22

2:23 PM

Outgoing call, 1 min 6 secs

May 16

7:04 PM

Outgoing call

2:33 PM

Missed call

May 15



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Exhibit A

< +184370823... > :

What do you suggest that I should do?

10:12 AM

Wednesday, June 7

I am on the phone with Westlake, now they said they informed you that they are not responsible for repairs.

10:47 / >



Exhibit B

< +184370823... > :

repairs.

10:47 AM

They never said anything of the sort. The problem is if someone does not pay me them or you I will put a mechanics lien on the car and sell it. The car is worth more than the repair, so I'm sure they will pay

Exhibit C

< Me

10:51 AM, Jun 8

Sir, all of this could have been avoided. If your business policy. Had been made clear in the beginning. I was never informed by you or anyone at your company. That, your company required a deposit. Therefore, why would you go against your own policy. For a person you never met in person or discussed. Your business policy. I was never asked for any payment upfront. Yesterday. Was the first time I saw you or anyone from. Your company. I never signed any contract with your company for repairs.



Copy text



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Exhibit-d

< +184370823... > ⋮

Tuesday, May 16

Good afternoon.  
You. Gave me a  
price of 4200.  
Before you  
informed of the  
busted radiator.  
What's the total?

3:25 PM

4200 plus 299.00  
for radiator plus  
27.00 tax

3:27 PM



📷 + 😊 🔊

☰ ○ <

Exhibit E

< +184370823... > :

9:18 PM

Saturday, July 29

Good afternoon. I wad told by one of your clients. That you closed your shop down. Not if that's true. Yet you have failed to provided me with the name of your attorney.

2:52 PM

📷 + 🌈 📱

☰ ○ <

Exhibit F

