

Margie Brown.

2023-CP1003712

v
William Holmes B And B Automobile INC

RECEIVED
Oct 17 2024
SC Court of Appeals

2024 APR 15 PM 2:07
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

The plaintiff is asking the Court for intervention for the unreasonable refusal to participate in the mandatory ADR. The plaintiff contacted Mr. Holmes, on April 13/2024 by email and text message. The plaintiff also called Mr. Holmes and notified him of the ADR Notice. The plaintiff sent Mr. Holmes a copy of the ADR Notice by email. Alerting him of the mandatory ADR. The plaintiff asked Mr. Holmes if he was willing to participate. Mr. Holmes never replied to the plaintiff email or text message.

Mr. Holmes has used unethical deceptive business practices. The plaintiff vehicle was towed from Pep Boys to Mr. Holmes automotive shop for second opinion and estimate only.

The plaintiff didn't know Mr. Holmes personally, and had never met Mr. Holmes in person. The plaintiff was living in Round O SC 45-47 miles from the Mr. Holmes shop. The plaintiff never signed any documents for repairs or the purchase of a used engine. Mr. Holmes has basically stolen the plaintiff's vehicle. Mr. Holmes threatened the plaintiff that he would get the title and put a lien on it because the vehicle was worth more than the repairs.

The Plaintiff credit history is severely damaged. Prior to Mr. Holmes stealing the plaintiffs vehicle, the plaintiff was current on all car payments. The Plaintiff is in debt of 18,131.00 the vehicle was charged of on Nov/1/2023. With the negative balance on the Plaintiff's credit report the plaintiff is unable to finance another vehicle.

Mr. Holmes negligence, car thievery unethical business practices and deception. Has caused the plaintiff to lose a year's salary, and multiple job offers. Due to the lack of transportation. After stealing the Plaintiff's vehicle Mr. Homes closed his shop. Without informing the plaintiff where the vehicle was located. Mr. Holmes told the plaintiff to speak with his attorney, Mr. Holmes refused to give the plaintiff the contact information for his attorney.

Mr. Holmes Willfully deceived the Court of Common Pleas, in his answer to the Court. He led the Court to believe he filed a lien on the vehicle in June of 2023. There isn't any record in Charleston County Courts of the alleged lien.

On September 7/2023. Mr. Holmes Willfully deceived North Area Court # 2. Mr. Holmes filed a lien on the vehicle. All while knowing there was a case in the Court of Common Pleas pending. Mr. Holmes led North Area Court to believe that he had no knowledge of the case. In my answer

to North Area Court #2. I provided the Judge a copy of the Summons and Complaint as well as exhibits, and a copy of Mr. Holmes' answer. Filed in the Court of Common Pleas.

Mr. Holmes misled North Area Court #2. Insinuating that the plaintiff was the owner of the vehicle. The car was financed by West Lake Auto. On October 25/24 the plaintiff provides the Court with copies of Mr. Holmes documents he filled with North Area Court #2.

Margie Brown

4-15-2024

Exhibits 10 pages

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

NOTICE OF ADR

Margie Brown

2023CP1003712

PLAINTIFF(S)

Filing Date: August 1, 2023

Vs

B And B Automotive Inc
William Holmes

DEFENDANT(S)

Pursuant to the South Carolina Alternative Dispute Resolution Rules (SCADR), you are required to participate in the following methods of Alternative Dispute Resolution (ADR): mediation or arbitration (binding or non-binding); on or before 300 days from the date of filing of this action. The parties have a right to mutually agree upon the form of ADR and a neutral person(s) to conduct that ADR process. In the event the parties are unable to agree upon the form of ADR, the court hereby designates mediation as the default process of ADR. In the event the parties are unable to agree upon a mediator, the court hereby appoints

Earl K. Rigler Jr, 1108 Griswold Street, , Mt. Pleasant, SC 29466, Phone

to serve as mediator. In the event the aforementioned mediator has a conflict of interest or is unable to serve, the alternate mediator is

David K. Haller, 604 Savannah Highway, , Charleston, SC 29407, Phone (843) 849-6000

The parties and/or their lawyers shall contact the court-appointed mediator directly regarding scheduling and payment of the court-mandated fee.

A Rule to Show Cause why sanctions should not be imposed may be issued in all cases that fail to file a Proof of ADR or Exemption form indicating evidence of participation in or exemption from an ADR process within 300 days from the date of filing of the action or 90 days from the date of this notice .

Date: March 26, 2024

Notice of this Order was given by First Class Mail, E-mail, Fax or by the E-Filing Notice of Electronic Filing (NEF). Pro-Se parties were notified by first class mail on 03/26/2024

Plaintiff Attorney:

Margie Brown
P.O. Box 70813
North Charleston, SC 29415

Defendant Attorney:

William Holmes
215 Graceland Drive
Moncks Corner, SC 29461

ADR Coordinator

Angela Rigney
(843) 958-5013
(843) 958-5020
arigney@charlestoncounty.org

ELECTRONICALLY FILED - 2024 Mar 28 9:37 AM - CHARLESTON - COMMON PLEAS - CASE#2023CP1003712

Yesterday • 12:55 PM

Texting with William Holmes
B&B (SMS/MMS)

Mr. Holmes,
it's Margie
Brown. Case#
2023-cp-10-3712.

I just received a
letter from the
court. Stating we
have to participate
in mandatory ADR/
Mediation. Are

← William Holmes B&B +1(843) 708-2320

Yesterday 2:36 pm

↗ Outgoing Call

How was the call quality?

↙ Incoming Call

How was the call quality?

Ad



Remove Ads & More

Upgrade to Ad Free+ today!

textnow
**Remove Ads & Lock
 in your number**
 Upgrade to Ad Free+

LEARN MORE

[Icons] Type a message [Microphone icon]

amazon music
\$0.00 for 3 months
 Limited-time only
 TRY IT FREE
 \$10.99/month after 1st 3-month trial for Premium Music Membership only. Limited-time offer. Terms apply.

Google Photos



Fri, Jan 14, 2022

3:29 50%
Share icon

Today

683 TransUnion
667 Equifax

Fair • Today Fair • 01/13

Scores calculated using VantageScore 3.0

Want a chance at \$20,000?

You could win

Save a Learn more
ccount

Today Credit Money Explore

Tue, Jan 11, 2022

Photos Memories Library Search



2:40

LTE

usa.experian.com



Experian

514

No change
as of Mar 08, 2024

Find ways to raise
your FICO® Score

300 POOR 850

Scores calculated using FICO SCORE 8

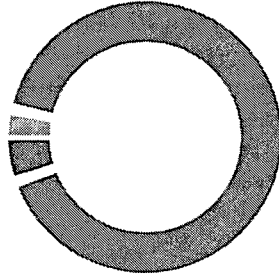
Get an overview of what's
impacting your FICO® Score
See score factors









DEBT SUMMARY

Lenders report your balance and payment status to Experian, typically once a month. This is what they last shared as of Mar 8, 2024.



-  Credit cards or credit lines \$90 >
-  Auto loans or leases \$18,131 >
-  Personal loans \$0 >
-  Collections \$1,044 >

[View full Experian report from Mar 8, 2024](#)



Margie Brown CASE#2023-CP-1003712
brownmargie@aol.com/Sent

Margie Brown

From:brown.margie@aol.com

To:bandb.automotive@hotmail.com

Sat, Apr 13 at 10:05 PM

Here is a copy of Notice of ADR.

o

courtplus (1).pdf

192.3KB

COURT MANDATORY ADR CASE#2023-CP-10-3712
brown.margie@aol.com/Sent

•

Margie Brown

From: brown.margie@aol.com

To: bandb.automotive@hotmail.com

Sat, Apr 13 at 1:02 PM

Mr. Holmes. It's Margie Brown. I just received a notice from the courts . Stating we have to participate in mandatory ADR/ Mediation. Are you willing to to participate? If so when would you be available?

The resource of this report item is not reachable.

Payment History

CUSTOMER INFORMATION

Account: 25521289 GA,SI,WPM
BI WEEKLY

Address1: PO BOX 72122

Home Phone: 8435306781

Dealer: WPM_USAUTO - U.S.
AUTO FINANCE, INC

Address2:

Customer: BROWN, MARGIE

City State Zip: NORTH
CHARLESTON, SC
29415

ACCOUNT INFORMATION

Contract Dt: 6/8/21

Current Bal: 18,131.17

Last Pmt Dt: 4/21/23

Active Dt: 6/8/21

Late Chg Bal: 0.00

Next Due Dt: 6/23/23

Term: 155

NSF Bal: 0.00

First Due Dt: 7/23/21

Paid Term: 46

Other Bal: 0.00

Rate: 21.5

Opening Bal: 19,926.00

Total Bal: 0.00

APR: 21.5

ACCOUNT DETAIL

Post Dt	Txn Dt	Description	Amount	Mode	Reason	Reference	Balance Amt
5/21/23	5/19/23	ADV / PRIN	0.00			PRIN BALANCE AS OF 05212023	16,679.52
5/21/23	5/21/23	EXTENSION OVERRIDE	0.00	NONE		UNDEFINED	16,679.52
5/21/23	5/21/23	EXTENSION FEE	0.00		NONE INTERNAL		16,679.52
5/21/23	5/21/23	INTEREST ACCRUAL	19.70		NONE INTERNAL		16,679.52
5/21/23	5/21/23	ACCOUNT - ACCRUAL STOP	0.00	NONE		UNDEFINED	16,679.52
7/16/23	7/16/23	INTEREST ACCRUAL	0.00		NONE INTERNAL		16,679.52
7/16/23	7/16/23	ACCOUNT - ACCRUAL START	0.00	NONE		UNDEFINED	16,679.52
7/18/23	7/18/23	LATE CHARGE	11.61		NONE INTERNAL		16,679.52
7/21/23	7/21/23	BILL/DUE DATE	232.28		NONE INTERNAL		16,679.52
8/1/23	8/1/23	LATE CHARGE	11.61		NONE INTERNAL		16,679.52

Post Dt	Txn Dt	Description	Amount	Mode	Reason	Reference	Balance Amt
8/4/23	8/4/23	BILL/DUE DATE	232.28		NONE INTERNAL		16,679.52
8/15/23	8/15/23	LATE CHARGE	11.61		NONE INTERNAL		16,679.52
8/18/23	8/18/23	BILL/DUE DATE	232.28		NONE INTERNAL		16,679.52
8/29/23	8/29/23	LATE CHARGE	11.61		NONE INTERNAL		16,679.52
9/1/23	9/1/23	BILL/DUE DATE	232.28		NONE INTERNAL		16,679.52
9/12/23	9/12/23	LATE CHARGE	11.61		NONE INTERNAL		16,679.52
9/15/23	9/15/23	BILL/DUE DATE	232.28		NONE INTERNAL		16,679.52
9/26/23	9/26/23	LATE CHARGE	11.61		NONE INTERNAL		16,679.52
9/29/23	9/29/23	BILL/DUE DATE	232.28		NONE INTERNAL		16,679.52
10/10/23	10/10/23	LATE CHARGE	11.61		NONE INTERNAL		16,679.52
10/13/23	10/13/23	BILL/DUE DATE	232.28		NONE INTERNAL		16,679.52
10/24/23	10/24/23	LATE CHARGE	11.61		NONE INTERNAL		16,679.52
10/27/23	10/27/23	BILL/DUE DATE	232.28		NONE INTERNAL		16,679.52
10/31/23	10/31/23	INTEREST ACCRUAL	1,054.15		NONE INTERNAL		16,679.52
10/31/23	10/31/23	LATE CHARGE - CHGOFF	92.88		NONE INTERNAL		16,679.52
10/31/23	10/31/23	INTEREST - CHGOFF	1,358.77		NONE INTERNAL		16,679.52
10/31/23	10/31/23	ADV / PRIN - CHGOFF	16,679.52		NONE INTERNAL		0.00
10/31/23	10/31/23	ACCOUNT - CHARGED OFF	0.00		NONE INTERNAL		0.00
10/31/23	10/31/23	ACCOUNT - ACCRUAL STOP	0.00		NONE INTERNAL		0.00