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January 13, 2025

South Carolina Court of Appeals
ATTN: Jenny Abbott Kitchings
1220 Senate Street
Columbia, South Carolina 29201
ctappfilings@sccourts.org

RECEIVED

Jan 13 2025

SC Court of Appeals

RE: New Vision Automotive and Quintin Blackmon vs Chiquita E. Cain and
Chasity Myers
Appellate Case No. 2024-001479
Keffer No.: 2350 & 2520

Dear Ms. Kitchings,

Please note that I have received the transcript of record from the transcriptionist. I have enclosed a copy for your review. Accompanying this letter is the proof of service on all parties with an update of receipt of transcript.

If you have any questions or concerns, please contact my office immediately.

With kindest regards, I am

Sincerely yours,

s/ John S. Keffer

John S. Keffer
SC Bar 67910
10 Law Range
Sumter, South Carolina 29150
803-774-1004
Attorney for Appellant

JSK/flp

Enclosure

Cc: Michael Vincent Laubshire
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The Honorable Debra R. McCaslin
205 East Main St, STE 463
Lexington, SC 29072
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803-785-8444 fax
Presiding Judge

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Jan 13 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Honorable Debra R. McCaslin, Judge

Case No. 2024-001479

New Vision Automotive and Quintin Blackmon.....Appellant.

v.

Chiquita E. Cain and Chasity Myers.....Respondents.

PROOF OF SERVICE

I certify that I have served the **Transcript Received**, on the Honorable Debra R. McCaslin by depositing a copy of it in the United States Mail, postage prepaid, on January 13, 2025, addressed to her at 205 East Main St, Ste 463, Lexington, South Carolina 29072, by faxing to 803-785-8444, and by emailing to dmccaslinj@sccourts.org.

January 13, 2025

s/ John S. Keffer
John S. Keffer
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Attorney for Appellant

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v.

Chiquita E. Cain and Chasity Myers..... Respondents.

PROOF OF SERVICE

I certify that I have served the **Transcript Received**, on Chiquita E. Cain and Chasity Myers by depositing a copy of it in the United States Mail, postage prepaid, on January 13, 2025, addressed to her attorney of record, Michael Vincent Laubshire, 455 St. Andrews Rd, Ste E-1, Cayce, South Carolina 29033, by faxing to 803-708-4888 and by emailing to michael@laubshirelaw.com.

January 13, 2025

s/ John S. Keffer
John S. Keffer,
SC Bar # 67910
10 Law Range
Sumter, SC 29150
803-774-1004
Attorney for Appellant

1 THE COURT: I commented to you all in the
2 hallway -- don't take it offensively -- but I'm kind
3 of tired of seeing everybody in these matters.
4 But we will do what's required. Before the
5 Court today is 2023CV321061136 and 20201107.
6 Outlined are the official corners of the case
7 which would be Myers versus Blackmon and Cain
8 versus Blackmon. We've been back a while ago
9 and had a jury trial request with one party not
10 being present and we moved to a bench trial;
11 that trial was ruled upon and then there was a
12 Motion to set aside or to set aside the judgment;
13 we continued that. And then another opportunity
14 to set aside the judgment and we -- we all got
15 together and kind of regrouped. In the other
16 case, we had a default and then there was a
17 -- we continued it several times. The default
18 judgment was issued and continued. We -- we're
19 just kind of back here together with a
20 conglomerate of issues -- of issues. Counselor
21 Laubshire, you are representing the Plaintiff
22 in two matters. Mr. Keffer, you are representing
23 the Defendant, the same Defendant, in two matters;
24 correct?

25 MR. KEFFER: Correct. That's true.

1 THE COURT: Mr. Laubshire, you are
2 representing two Plaintiffs in the matters,
3 two separate cases, the same Defendant. At
4 this point in time, who would like to proceed
5 first as to where we are going with this?

6 MR. KEFFER: I think the easier case,
7 Judge, is the matter of Chastity Myers.
8 The first one is -- I filed a motion to set
9 aside the judgment.

10 THE COURT: To set aside the judgment.
11 All right.

12 MR. LAUBSHIRE: And we would state the
13 damages due and payable to my client.

14 MR. KEFFER: And Your Honor, on behalf
15 of my client, Mr. Quinton Blackmon, that is
16 actually our Motion to set aside the default.
17 As the court is aware, last August, there
18 was a jury trial that was scheduled. At
19 that particular date and time, I was scheduled
20 to appear and did appear in front of Judge
21 Goodstein in Common Pleas in Dorchester. Now,
22 for everyone's information, that Hearing with
23 Judge Goodstein was to be virtual. I was given
24 instructions for it to be virtual, had every
25 intention of appearing here and appearing there

1 virtually for a simple Motion Hearing in
2 Common Pleas, and literally, three hours before,
3 her secretary required that I drive the two
4 hours down to Dorchester. For whatever reason,
5 Your Honor, and I did check our e-mail system --
6 I think the Court had asked me to do that at our
7 last Hearing -- I cannot locate an e-mail where I
8 informed either counsel or the Court that I
9 would not appear on that date and time, that
10 I would be in Common Pleas on that date and
11 time. Judge, for whatever reason that happened,
12 it's an oddity, it's a mistake, it's a clerical
13 error. The reality of the situation is, at
14 that date and time, I was in the Court of
15 Common Pleas in Dorchester with Judge Goodstein,
16 which is the basis for our Motion to set
17 aside judgment. Judge, now, my client has filed an
18 Answer in that case, requested a jury trial,
19 the parties have gone to mediation, and he
20 clearly wanted to have a jury trial in that
21 matter. I am asking the Court to consider our
22 Motion to set that aside on the basis that I
23 was in a different Court, a Court that does take
24 precedence over Magistrate's Court, and to
25 understand why the Court and counsel did not

1 get any communications from my office; the
2 reality is, I couldn't be -- I could not be
3 here. And I am asking the Court to set aside
4 whatever judgment was entered in my client's
5 absence on that date and time and to allow that
6 case to proceed with a jury trial.

7 THE COURT: Okay.

8 MR. LAUBSHIRE: Okay. Just in brief response.
9 This case has had this happen not once but twice.
10 It is extremely atypical to have two trials where
11 there is a defect involved at the last minute
12 and we have to reopen the case. They even
13 got the benefit of a new trial the first time. We
14 put them on notice of the seriousness of this matter
15 and that we've asked the Court to stand on the Order
16 and it did happen to stand at the time. Mr. Keffer's
17 representation that he was required to be in
18 another Court, I haven't investigated that, but we
19 did have some opportunity to discuss some
20 thoughts of another issue and there had been no
21 Notice sent to the Court to file disregarding that.
22 The Rule requires it and Mr. Keffer pointed it out
23 (word inaudible) was actually done. It's already
24 done. And so, it shouldn't prejudice my client. The
25 case has been going on now for two, two and a half

1 years, and we're entitled to some relief in this
2 case. And having two separate trials, now he's
3 claiming we need to set those matters aside.
4 Judge, I just don't understand how that could happen
5 twice in the same case.

6 MR. KEFFER: Your Honor, I just want to be
7 clear. I don't know what Mr. Laubshire is
8 referring to twice. I was not aware of any
9 time previous to that and certainly did not
10 shirk any responsibilities to my client. I
11 don't think he is trying to infer that because
12 I don't believe I was involved at that point
13 if there was a previous ---

14 MR. LAUBSHIRE: I don't know who was
15 involved; but I do know that it extended
16 forward and got the two bites at the apple. I
17 don't believe they should get a third.
18 That's not fair to my client. It's not fair
19 to the Court and it's not fair to me. So, we
20 are asking this Court to stand on the Order from
21 the last Hearing holding him in default and
22 requiring him to pay all the damages in
23 this case.

24 THE COURT: Anything in addition?

25 MR. LAUBSHIRE: I'll distribute myself for

1 ten minutes and let them ---

2 (OFF THE RECORD)

3 THE COURT: In the matter ending in 01136,
4 the Court defaults back on its original judgment
5 of the Thirty-Eight Eighty plus Twenty-one
6 Hundred (\$2100) in attorney's fees on that
7 particular case for a Fifty-one Eighty (\$5180)
8 judgment as issued on October 27th of 2020.
9 For the record, I think Mr. Blackmon is just
10 the agent of service when seeking some new
11 issues. Is that correct?

12 MR. KEFFER: I'm sorry.

13 MR. LAUBSHIRE: It's again New Visions.

14 MR. KEFFER: I think it's likely New
15 Vision Automotive as well. Looks like
16 what we have here.

17 THE COURT: Okay.

18 MR. KEFFER: Mediation Order ---

19 THE COURT: I do not have a note removing
20 him; I just -- so, it is standing as present.

21 MR. KEFFER: Thank you.

22 THE COURT: Give me just a second and make
23 sure I make another note. In the matter of
24 Cain versus Blackmon and New Vision Automotive,
25 case ending in 1107, both attorneys present at

1 this point in time. I will turn it over how
2 ever you all wish to proceed.

3 MR. KEFFER: Your Honor, if I could, on those
4 particular days, I now would like just to briefly
5 go over the procedural history of this case just
6 to make sure that we are on board with what has
7 happened. This is a printout the Court has
8 provided to the parties. Your Honor, this case
9 was initiated on August 25th of 2020; at that
10 time, the Plaintiff was pro se. Ms. Cain did file
11 an action against my clients and New Visions.
12 Although my client on September 16th of 2020,
13 on his own and pro se, filed an Answer, requested
14 a jury trial; the case was set for mediation.
15 The parties did participate in mediation as they
16 had the previous case unsuccessfully. At a
17 subsequent date, Ms. Cain had retained counsel
18 and then moved to file an Amended Summons and
19 Complaint and then subsequently stopped to hold
20 my client in contempt or -- not contempt --
21 in default for not filing an Answer to his
22 Amended Summons and Complaint. The Court heard
23 that Motion on June 20, 2022. So, apparently, the
24 Court had decided through arguments that my client
25 was initially in default by filing his Answer and

1 Request for Jury Trial in September of 2020
2 because he was not and had not filled out the
3 proper form the Statute requires to file an Answer,
4 not as an attorney, but on behalf of his company.

5 THE COURT: The Non-lawyer Representation.

6 MR. KEFFER: That is -- that is the Statute,
7 Your Honor. That is correct. Now, for two
8 years -- I want to point this out -- for two years
9 the parties had tried to schedule a trial, went
10 through mediation; the fact that he had filed his
11 Answer was nowhere questioned whatsoever. However,
12 last year in June, it was decided that the fact,
13 not counsel's Motion to hold him in default for
14 his Amended Summons and Complaint that was filed
15 in December, but my client's original response
16 which I would like to point out that I did file -- I
17 did subsequently file an Amended Answer on
18 October 7th, 2020. That was not at all questioned
19 or counterclaimed by any means. I say all this
20 to say that my client now is being held in default
21 for something that happened three years ago, and
22 he still maintains his request for a jury trial.
23 Again, I think today -- my notes indicate today
24 was a Damages Hearing as to that issue to default.
25 However, I was asking the Court to set aside the

1 default and allow him, allow the parties to
2 put this matter in front of six people in a jury
3 trial. I believe that what has happened in this
4 case is adamantly prejudiced to my client to
5 justice, to everything that this Court should
6 stand for. My client has waited three years
7 for a jury trial. And he is happy to have a
8 jury trial on these matters and then something
9 that appalls just the way the system should work.
10 Now, I understand counsel's argument that my client
11 didn't comply with the Statute and he filed an Answer
12 and Request for a Jury Trial that wasn't consistent --
13 that Statute was not -- that Statute says
14 nothing about setting aside his Answer. If
15 the Court chooses to prosecute him for practicing
16 law without a law license, then so be it. But the
17 Statute does not disregard an Answer that has
18 been filed. Now, it doesn't say that at all. And
19 his Answer that was filed privately on September
20 16th should stand on its own, and if that doesn't
21 stand, then the Amended Answer that was filed by
22 our Office on October 7th should stand and in fact
23 did stand for two years as the parties went through
24 mediation. So, that's important to set aside
25 and allow him to proceed with a jury trial.

1 Nothing further.

2 MR. LAUBSHIRE: When was the Answer filed?

3 THE COURT: He can answer ---

4 MR. LAUBSHIRE: When was the Amended Answer?

5 MR. KEFFER: October 7th, 2020.

6 THE COURT: October 7th, 2020.

7 MR. LAUBSHIRE: Judge, in response to that,
8 I want to go back to the very beginning where
9 Mr. Keffer mentions that we waited years to
10 raise this issue to the Court; it's simply not
11 true. If you look at the Court's file, I've
12 got a clocked Motion before the Court to strike
13 the Defendant's Answer and hold him in default.
14 That's on October the 6th, 2020. I have a copy
15 if Your Honor would like to see it by the Court.

16 MR. KEFFER: And I would submit to the
17 Court that that Motion has never been heard.

18 MR. LAUBSHIRE: I would submit to the Court
19 that the Court has heard that Motion and held
20 the Defendant in default and stricken the Answer
21 because it is improperly filed. So, we've
22 waited years and years for this to come up and
23 went through all this stuff; this was raised
24 right away because I noticed the defect right
25 from the instant of this case. I understand

1 this is in the 2020 realm of an odd time, but
2 a Motion was filed timely and Your Honor did
3 strike the Answer in this case and we are
4 prepared to proceed forward.

5 MR. KEFFER: But then, Your Honor, I
6 just want to point out to the Court's own
7 notice on June 14th, 2022, last year, "All
8 parties appeared for the Motion; the Motion
9 was granted that the Defendant was originally
10 in default on the basis that he filed an
11 Answer and requested a jury trial
12 inconsistent with what the Statute would
13 require. Someone in his business or someone
14 in his place that was his business ---

15 MR. LAUBSHIRE: Again, Judge, the parties
16 went through mediation.

17 MR. KEFFER: None of this was raised;
18 none of this was raised. The Motion that
19 counsel is referring to was not even heard.

20 MR. LAUBSHIRE: His Motion was heard
21 and Your Honor ruled on it.

22 THE COURT: I'm showing right here from
23 your quotes, from 6-14-22, right prior to
24 that, it was scheduled for 6-14-22 at 2:00 P.M.,
25 the following day. "All parties appeared,

1 Motion granted that Defendant was originally
2 in default not submitting Answer to Complaint
3 on 9-25-2020. Attorneys from both sides
4 tried to negotiate but no settlement reached.
5 Schedule Damages Hearing in approximately
6 twenty (20) days. Scheduled for 8-30-22."

7 MR. KEFFER: Your Honor, you did --
8 you quoted exactly ---

9 THE COURT: And so, I did rule in that
10 matter according to you and I found him in
11 default.

12 MR. KEFFER: Your Honor, I will point
13 out, you found -- you found him in default
14 because he filed an Answer inconsistent with
15 the Statute.

16 MR. LAUBSHIRE: Because he can't file the
17 Answer for a business without even an attorney
18 or having a non-lawyer representation on
19 file at the time of filing.

20 MR. KEFFER: And I think that is as the
21 Court had elected.

22 THE COURT: Right. And it's -- unfortunately,
23 it's common. Unfortunately, that's common.
24 Not with your client -- common in the Summary
25 Court. And so, at this point in time, I

1 will hold to the default and I will move forward
2 with the Damages Hearing. However, the Court
3 is always fond of two parties reaching a winning
4 situation. There is a thought. I am either
5 here to hold a Damages Hearing or I can step
6 out and let ya'll talk about a settled damages
7 amount.

8 MR. LAUBSHIRE: We're up for that, Your
9 Honor.

10 THE COURT: Counselor, are you and your
11 client open to that?

12 MR. KEFFER: I'm always.

13 THE COURT: Again, it's my job because I
14 love my job, but I also like two winners
15 walking out the courtroom and that's very
16 difficult for the Court to do, but it's very
17 easy for parties to do. As I leave, I bring to a
18 closure the case ending in 1136 for the default
19 and the original judgment.

20 MR. KEFFER: I have now -- I made that
21 note, Your Honor.

22 MR. LAUBSHIRE: For the one left out is still
23 the case still before the Court at this point in
24 time for this -- involving Ms. Cain.

25 THE COURT: And as I said, at this point

1 in time, you have an opportunity to see what
2 you can do to reach damages. We will stand.

3 MR. KEFFER: Judge, we made an offer;
4 they refused the offer. There was no counter-
5 offer either way and further negotiations
6 that we were able to do.

7 MR. LAUBSHIRE: That is correct, Your Honor.

8 THE COURT: At this point in time, Mr.
9 Laubshire, call your first witness for damages.

10 MR. LAUBSHIRE: Your Honor, the Plaintiff
11 calls Chastity Cain.

12 THE COURT: Ms. Cain, you can have a seat
13 right there. Do you swear or affirm the
14 testimony you are about to give this Court
15 is the truth so help you God?

16 MS. CAIN: So help me God.

17 THE COURT: Answer any questions of your
18 attorney followed by questions of opposing
19 counsel.

20 EXAMINATION BY MR. LAUBSHIRE:

21 (Chiquita Cain, having been duly sworn, testifies as
22 follows):

23 Q. Good morning, Ms. Cain.

24 A. Good morning.

25 Q. Did you have an opportunity to review this Retail

1 Purchase Agreement?

2 A. Yes.

3 Q. Okay. Have you ---

4 MR. LAUBSHIRE: I am going to

5 try to ---

6 THE COURT: Sure.

7 Q. What kind of vehicle did you purchase?

8 A. A 2008 Nissan Armada.

9 Q. And where did you purchase it from?

10 A. New Vision Automotive.

11 Q. And is that in Lexington County?

12 A. Yeah.

13 Q. In Lexington?

14 A. West Columbia.

15 Q. Right here?

16 A. Yes, sir.

17 Q. And as a part of that Contract, did you pay Mr.

18 Blackmon with New Vision some cash to get the

19 car?

20 A. Yeah.

21 Q. How much cash did you give him?

22 A. I gave him Five Thousand Dollars (\$5,000).

23 Q. Okay. I look at that form and it says Four Thousand

24 Dollars (\$4,000). Can you tell me why you are saying

25 Five Thousand Dollars (\$5,000)?

1 A. Because a portion of that went toward -- I got --
2 I purchased an extended warranty, and a part of
3 that went toward the extended warranty.

4 Q. And so, did you pay him cash money?

5 A. I had to go and get a Money Order for the
6 extended warranty, and the rest of it was cash.

7 Q. So, the Four Thousand (\$4,000) cash and One Thousand
8 (\$1,000) Money Order?

9 A. Uh-huh (affirmative response). Yeah.

10 Q. You left that day with the car?

11 A. No.

12 Q. And when did you get the car?

13 A. I had to come back and get the car.

14 Q. Okay. When did you get the car?

15 A. I don't -- I think it was a week later.

16 Q. After you received the car, did you make some
17 payments?

18 A. I made two payments.

19 Q. Okay. I am going to give you some documents to
20 review.

21 MR. KEFFER: No objection, Your

22 Honor.

23 Q. Are these copies of payments that you made to Mr.
24 Blackmon or New Visions Automotive regarding this car?

25 A. Sure.

1 Q. Can you tell me how much they are?

2 A. Three Hundred and Twelve Dollars (\$312) and
3 Seventy Fourteen (\$70.14).

4 Q. Okay. After you made those payments, your car
5 was taken back by Mr. Blackmon?

6 A. Yes, sir.

7 Q. And you had to file a court action; is that correct?

8 A. Yes, sir.

9 Q. Okay.

10 MR. LAUBSHIRE: Your Honor, before
11 we move into this court costs, I would
12 to move those into Court's Exhibits
13 as -- collectively as Plaintiff's Number
14 One.

15 MR. KEFFER: No objection, Your Honor.

16 THE COURT: Plaintiff's Number One,
17 three items, in one package.

18 MR. LAUBSHIRE: Four items.

19 THE COURT: Four items to include the
20 Retail Sales Contract and these three pages.

21 Okay.

22 MR. LAUBSHIRE: Thank you.

23 Q. And as a part of this case, you had to file an action
24 and pay a filing fee?

25 A. Yes, sir.

1 Q. And how much did you pay?

2 MR. LAUBSHIRE: And, Your Honor, is
3 there an objection to me taking judicial
4 notice that it is an Eighty Dollar (\$80.00)
5 filing fee for this Court before it's
6 ever billed ---

7 MR. KEFFER: I don't agree with that.

8 MR. LAUBSHIRE: If you client gets the
9 verdict there will be an Eighty Dollar (\$80)
10 filing fee added on as a matter of what the
11 Courts do.

12 THE COURT: Plaintiff's Two. Or if
13 you want, that can be the Court's Exhibit.
14 I will let it stand. I will take notice.

15 Q. As a part of this case, you had to retain the service
16 of an attorney?

17 A. Yes, sir.

18 Q. And you are asking the Defendant to be responsible for
19 the costs and attorney's fees?

20 A. Yes, sir.

21 Q. Have you seen a copy of this Affidavit for
22 Attorney's Fees?

23 A. Yes, sir.

24 Q. Have you reviewed it?

25 A. Yes, sir.

1 Q. And how much is the amount of attorney's fees we
2 are asking for in this case?

3 A. Six Thousand, Six Hundred Dollars (\$6,600).

4 MR. LAUBSHIRE: Judge, We would move this
5 in as Plaintiff's Exhibit Two.

6 MR. KEFFER: No objection, Your Honor.

7 THE COURT: It is coming in as Number
8 Two.

9 Q. Do you agree that in this case, you incurred as
10 a result of this action, monetary damages? I
11 understand that you may feel bad, upset and sad.
12 it was (several words inaudible).

13 A. Yes, sir.

14 MR. LAUBSHIRE: Your Honor, that would
15 be the Plaintiff's case.

16 THE COURT: In this Hearing, the Plaintiff
17 has made its case. I will turn it over to
18 the Defense.

19 MR. KEFFER: Thank you.

20 EXAMINATION BY MR. KEFFER:

21 Q. Ms. Cain, good morning. I know it has been some time;
22 we have been going on for three years. I know we all
23 want it over with.

24 A. Yeah.

25 Q. You purchased this vehicle in August of 2020; is

1 that right?

2 A. Yes, sir.

3 Q. Would you recognize your handwriting if I showed you?

4 For example, this is -- this is a Buyer's Guide

5 Warranty; is that your signature?

6 A. I didn't buy this car in August; I bought this

7 car in July.

8 Q. I'm sorry; you bought it in July?

9 A. Yes.

10 Q. Does that look like your signature?

11 A. Yes.

12 Q. All right. And you -- at the time you purchased

13 this vehicle, you bought it as is ---

14 A. A vehicle warranty.

15 Q. It was a warranty, but you understand what "as

16 is" means and whatnot; right?

17 A. Yes, sir.

18 Q. Okay. Counsel, your attorney, has showed you

19 various documents. Now, when you filed this

20 case, you included several documents from this

21 transaction; do you recall?

22 A. No, sir. Not exactly.

23 Q. Let me show you this document; it is a five page

24 document. It is a Retail Installment Contract

25 that apparently you signed when you purchased the

1 vehicle; is that your signature on the bottom?
2 A. Yes, sir.
3 Q. Is that a five page document? Take your time.
4 Is that a five page document?
5 A. Yes, sir.
6 Q. Okay. Is your signature on the bottom of each
7 page?
8 A. No.
9 Q. It's not?
10 A. Not that I see.
11 Q. Okay.
12 MR. KEFFER: It looks like it's ---
13 MR. LAUBSHIRE: Let me see that.
14 Q. That is a five page document; right?
15 A. -- five, six. Uh-huh (affirmative response).
16 Q. Is your signature on that?
17 A. On all of them?
18 Q. On everywhere where it says "signature." Is that
19 your signature on Page One?
20 A. I don't see it.
21 Q. Is that your signature on Page One?
22 A. Yes. I see that now.
23 Q. Is that your signature on Page Two?
24 A. Yes, that's my signature.
25 Q. Is that your signature on Page Three?

- 1 A. That is my signature.
- 2 Q. Is that your signature on Page Four?
- 3 A. Yes.
- 4 Q. Is that your signature on Page Five?
- 5 A. Yes.
- 6 Q. Okay. Now, I'm sorry -- you purchased it in
7 July; is that right?
- 8 A. Uh-huh (affirmative response).
- 9 Q. What were your monthly payments?
- 10 A. Three Hundred and Twelve Dollars (\$312).
- 11 Q. And when you had entered into Court, were your
12 payments totaling Three Hundred and Eighty-seven
13 Dollars (\$387); is that right?
- 14 A. I don't -- I can pull up my cash app because
15 that's how I made my payments and you can go back
16 to the figure of payments, but those other two
17 other than that Three Twelve (\$312), are what he
18 said when -- he said that I had to pay late fees.
19 So, all those what I paid is not in there.
- 20 Q. How much did you finance over three years?
- 21 A. I paid two car payments.
- 22 Q. And how much are those car payments?
- 23 A. Three Twelve (\$312).
- 24 Q. Okay.
- 25 A. I paid the two car payments and I paid a late fee

1 of Seventy-four Dollars (\$74), and then I paid
2 another dollar because, if you pay through cash
3 app, you have to pay -- you have a convenience
4 fee that you have to pay.

5 Q. Do you not think you should have paid that?

6 A. I had to pay my payments through cash app, and
7 so, I do think I had to pay them.

8 Q. Okay. So, and back on Page Three, it states that
9 if you paid late, you are responsible for late
10 charges?

11 A. I paid those.

12 MR. LAUBSHIRE: Judge, that isn't
13 damages. It isn't even necessary to
14 raise at a trial on the merits as to
15 -- she has testified on -- that the
16 Contract provides for those things.
17 And so, I object to the relevant
18 information on -- we have on the
19 Contract being questioned.

20 Q. At some point, the car was repossessed, was it not?

21 A. It was illegally repossessed.

22 Q. Okay. What month was it repossessed?

23 A. I do believe it was August -- no, it was
24 September, I think.

25 Q. September?

1 A. Because my first payment was due August.

2 Q. All right.

3 A. No. September, I think.

4 Q. September?

5 A. Because my first payment was due August.

6 Q. All right.

7 A. So, September.

8 Q. But now you -- the reason we are here is that -- that

9 you alleged Mr. Blackmon improperly, illegally

10 repossessed your car?

11 A. Uh-huh (affirmative response).

12 Q. And took your payments?

13 A. Yes.

14 Q. I mean, that is why you filed this; correct?

15 A. Yes.

16 Q. Your Contract requires you to monitor and keep a

17 GPS device on that vehicle, does it not?

18 A. Yes, it does.

19 Q. You agreed to that?

20 A. Yes, I do.

21 Q. In fact, it is on Page Five; you initialed

22 everything?

23 A. Uh-huh (affirmative response).

24 Q. Did you not disable that GPS device?

25 A. No, I did not. My -- my -- Mr. Blackmon knew

1 that I took my car to the dealership, the Nissan
2 dealership on Frontage Road, and he wanted me to
3 bring my car to him so his mechanic could check
4 it but I decided to take it to Nissan. My car
5 stayed there for a week and the Nissan dealership
6 had told me that I needed to return my vehicle to
7 the person that I purchased it from because there
8 were a lot of things that were supposed to be
9 good on my used vehicle that were not. So, he
10 said -- I got diagnosed with a brake issue --
11 huh?

12 Q. The car; you are talking about the car?

13 A. Uh-huh.

14 Q. Okay.

15 A. I'm talking about the car.

16 Q. Okay.

17 A. The brake issue, up under it on just one side, it was
18 Twenty-five Hundred Dollars (\$2500). This passing --
19 this diagnosis and all this stuff had been before I
20 paid my first payment in August. So, Mr. Blackmon
21 knew about all these issues that were going on. I
22 think he was in a way mad because I did not go to his
23 personal choice when it came to fixing my vehicle.

24 Q. All right. And so, according to you, at no time,

25 ---

1 A. But that particular day that you are talking
2 about that the GPS went bad on my car, I had to
3 -- I broke down coming from the Frontage Road of
4 the Nissan dealership to Chuck e Cheese which is
5 the address the last time we went to mediation
6 that he was bringing up, that's the address of
7 Chuck e Cheese. I had to get my car towed from
8 there to my house to get fixed, and then, before
9 I made my first payment, my car was broke down.

10 Q. Okay.

11 A. He knew that it was. I didn't know that -- I
12 didn't do anything to the GPS. I just know that
13 I was paying on a broke-down car that I just had
14 purchased, and it was sitting in front of my
15 house. I offered Mr. Blackmon to come and tow
16 the car because he wanted me to drive the car
17 from my house to his house -- I mean, to his
18 dealership in West Columbia. I mean, it's off of
19 where I live, but it didn't sound like it was
20 safe for me to do that. So, I left the car in my
21 driveway at my home where they -- they -- he sent
22 the tow truck to come and get it. It had been
23 broke down since that day that I talked to him.

24 Q. You didn't make a payment in September, did you?

25 A. Yes, I did make a payment in September.

1 Q. How much did you pay in September?

2 A. I paid Three Hundred and Twelve Dollars (\$312).

3 Q. And so, according to you, you made all the
4 payments you were supposed to make?

5 A. I made all the payments that I was supposed to
6 make.

7 Q. And can -- and you never disabled the GPS?

8 A. No, I did not.

9 Q. And what you are saying is this man, on his own,
10 just took the vehicle for what reason; why would
11 he -- why did he repossess the car?

12 A. Because he said that the GPS was taken off the
13 vehicle.

14 Q. Was it taken off the vehicle?

15 A. Not that I know of.

16 Q. Okay.

17 A. It was broke down; it was -- it was no need to
18 take the GPS off the vehicle. The car was broke
19 in my driveway, and he knew that.

20 Q. Okay.

21 A. I made payments on the vehicle before it was even
22 time for me to pay my payment. My vehicle broke;
23 I only had the car for two weeks. The only
24 reason why I kept paying it was because it's not
25 fair that you feel like because you're by his

1 payment place that you can take advantage of
2 people when your car has got a problem; we work
3 hard for our money, and it's not right. (Witness
4 is upset and crying).

5 Q. Do you need a break now?

6 A. No, I don't need to take a break. I've been
7 through a three year break; I'm ready for this to
8 be over. This is stressful, and it is not right.

9 THE COURT: They are not soft,
10 ma'am, but they're something.

11 MS. CAIN: Thank you.

12 MR. KEFFER: Your Honor, I don't have
13 any other questions. I appreciate it.

14 Thank you, Ms. Cain.

15 MR. LAUBSHIRE: I guess what I'm saying,
16 this is a Default Hearing, but you have a
17 second opportunity.

18 MS. CAIN: Uh-huh.

19 MR. LAUBSHIRE: No further questions
20 for this witness, Your Honor.

21 THE COURT: Okay. You may step down.

22 MS. CAIN: Thank you.

23 THE COURT: Counselor, could we discuss
24 for a second?

25 MR. KEFFER: Sure.

1 MR. BLACKMON: I've really got to use
2 the restroom.

3 THE COURT: That will be fine.

4 MR. BLACKMON: Thank you.

5 THE COURT: Okay. Counselor, we are
6 not going to break for that at this point;
7 we will just sit right here.

8 MR. LAUBSHIRE: Judge, ---

9 THE COURT: Yes, sir.

10 MR. LAUBSHIRE: -- in the interest of
11 time, this may take a minute. I would like to
12 take a bathroom break myself. But out of
13 caution, it is a small bathroom. He is
14 represented by counsel.

15 THE COURT: We will take turns.

16 MR. LAUBSHIRE: Thank you.

17 THE COURT: Counsel, if you would sit
18 over here with your client. I'm not going
19 to take everybody out of the courtroom for
20 bathroom breaks. I am probably going to
21 sit right here. I am probably going to sit
22 right here and there will be no talking
23 about the case for the next -- both parties
24 get prepared -- I am talking to the attorneys
25 here. I am going to want some closings in

1 this matter. So, just be prepared.

2 (OFF THE RECORD)

3 MR. KEFFER: Thank you, Your Honor.

4 THE COURT: Counselor, we left with you
5 getting ready with your ---

6 MR. KEFFER: Yes, Your Honor. I would
7 call Mr. Quinton Blackmon.

8 THE COURT: Mr. Blackmon, would you
9 step to the stand?

10 MR. BLACKMON: Yes, sir.

11 THE COURT: Do you confirm that the
12 testimony you are about to give this Court
13 is the truth so help you God?

14 MR. BLACKMON: Yes, sir.

15 THE COURT: Answer any questions of
16 the attorney followed by opposing counsel.

17 (Quinton Blackmon, having been duly sworn, testified as
18 follows:)

19 EXAMINATION BY MR. KEFFER:

20 Q. Mr. Blackmon, is this not the five page
21 Installment Contract between yourself and Ms.
22 Cain?

23 A. Yes.

24 MR. KEFFER: Your Honor, I would like
25 to have this -- I would move to have

1 admitted as Defendant's Exhibit Number
2 One. Counsel has a copy.

3 THE COURT: Let me just put a stamp
4 real quick so when as it comes back, we
5 will know what's what. It's referred to
6 as a Retail Contract.

7 Q. This Contract specifies the payments, interest rate
8 and what amount is due; is that true?

9 A. That's correct.

10 Q. And according to that Contract, what were Ms. Cain's
11 payments?

12 A. Three Twelve Ninety-eight (\$312.98) a month.

13 Q. Were they supposed to start in August?

14 A. Yes.

15 Q. And also, as a part of this arrangement, there
16 was some type of GPS device that has been
17 mentioned; can you briefly explain to the Court
18 and to everyone what that is and why you have
19 that as a part of this transaction?

20 A. And so, I have everyone sign a GPS Agreement so we can
21 keep contact of our cars during the time period that
22 they are financed. If it is interrupted at any
23 period, I will call the customer and have them bring
24 it in.

25 MR. LAUBSHIRE: Your Honor, for a

1 foundation, this GPS, there is a tracking
2 history; there's a GPS device that we have
3 to comply with all FCC Regulations. I
4 haven't been provided with any of those
5 documents. I have no objection to testimony
6 being provided with information about those
7 devices. There's zero number of FCC Licenses;
8 also, the tracking history of the vehicle.

9 MR. KEFFER: So, that was -- I was just
10 asking him about the GPS device that his
11 own client testified to this afternoon,
12 explaining as far as the transaction on
13 Page Five.

14 THE COURT: I'm accepting this as just
15 him explaining the Contract.

16 MR. LAUBSHIRE: Well, according -- I
17 wasn't thinking of data from the device.

18 THE COURT: Right.

19 MR. LAUBSHIRE: But it was actually
20 working.

21 THE KEFFER: Right.

22 THE COURT: That's where I heard it
23 coming in from.

24 MR. KEFFER: So, yeah, he was explaining.

25 Q. And I am going to ask that you speak a little

1 bit louder. I know you don't usually talk loud but
2 just let the Judge and let everybody know, why is that
3 in the Contract?

4 A. When you buy a vehicle, it's basically -- our
5 responsibility is on those, and so, we have to keep
6 track of the car during the period of the Contract.
7 If you disconnect it, you have to come in, bring it
8 in. If I call you and I ask you to bring it in, I
9 need you to bring it in so I can get my inspector to
10 look at it. At that point, ---

11 Q. And so, that's why it is there, and she signed that
12 and agreed to it?

13 A. Right.

14 Q. And what happens if -- let me put it this way -- part
15 of the Agreement, part of that Contract that she
16 signed off on was that if that device was turned off
17 or anything improper, you had the right to repossess
18 the vehicle; correct?

19 A. Correct.

20 Q. And she signed off on it?

21 A. Correct.

22 Q. Did that happen in this case?

23 A. Yes.

24 Q. Tell the Court about that. So, in the case of her,
25 she had actually driven the truck to Atlanta and then

1 when it was time ---

2 MR. LAUBSHIRE: If he is going to
3 go into the tracking history, then we
4 would like to -- we need a foundation
5 for that and also the records. And I
6 I believe he is in default by an
7 expert technically.

8 THE COURT: So, at this point in time,
9 the defense and the default is being
10 presented to this Court I believe as
11 just a flat breach of Contract. I'm -- I'm
12 not hearing this is going to be anything more
13 technical than was the Contract breached
14 or not; that's the only thing I'm listening
15 for. We are in a Default Hearing; we are
16 not in a full-fledged squall for who is
17 at fault; that's already been determined
18 by counsel. I did give you an opportunity,
19 but I don't think you're going where his --
20 where his objection is.

21 MR. KEFFER: No, I'm not. I'm going
22 exactly where the Court has instructed
23 us as this part of the case is Default
24 and whether or not there was a breach,
25 a different breach with damages.

1 THE COURT: Right.

2 MR. KEFFER: His client testified
3 that the vehicle wasn't working, that
4 it was improperly repossessed, illegally
5 I think from what she said, which is why
6 she brought this case. I'm now having
7 my client explain if it was repossessed,
8 why was it repossessed.

9 THE COURT: Yes, sir. I think we are
10 staying within the four corners of the
11 Contract on this matter, not being
12 expertise on ---

13 MR. KEFFER: Exactly.

14 EXAMINATION BY MR. KEFFER CONTINUED:

15 Q. Was -- did you repossess this vehicle?

16 A. I sent out HS & Recovery to repossess the
17 vehicle.

18 Q. Was the vehicle repossessed?

19 A. Yes.

20 Q. Why was it repossessed?

21 A. Because the GPS was missing and she refused to comply;
22 she refused to answer any of my phone calls. I asked
23 her to bring the car to me and I called her from
24 several different numbers. She would never bring the
25 car in. At some point, we couldn't even locate the car

1 because she did not have it at home; she never told us
2 to pick it up. It was never there.

3 Q. And under the ---

4 A. We had to track it down.

5 Q. -- Page Four of this Installment Contract, she signed
6 off it on saying you could do that?

7 A. Right.

8 Q. Did she make her payments on time?

9 A. No.

10 Q. That was another reason it was repossessed, is it
11 not?

12 A. Right.

13 Q. Okay. So, she finally -- not only was the GPS
14 disconnected but she didn't make her payments on
15 time; right?

16 A. Right.

17 Q. And she expressly agreed in this five pages of an
18 Installment Contract that if she did either one of
19 those things, you could repossess the vehicle?

20 A. Correct.

21 Q. And you did?

22 A. Correct.

23 MR. KEFFER: I don't have any other
24 questions, Your Honor.

25 THE COURT: Counselor, I will give you

1 a little leeway too because I changed the
2 scope of where you thought you -- where
3 you thought we were headed.

4 MR. LAUBSHIRE: Thank you, Your Honor.

5 EXAMINATION BY MR. LAUBSHIRE:

6 Q. Mr. Blackmon, you testified that the GPS was
7 disconnected?

8 A. Yes.

9 Q. Where are the GPS records?

10 A. Probably with the GPS company.

11 Q. Have you got the GPS records here?

12 A. No, I don't have them with me; I didn't know I
13 needed them.

14 Q. You are here telling the Court this GPS is
15 disconnected?

16 MR. KEFFER: Objection. Your Honor.

17 His client told the Court that this GPS
18 was disconnected, not my client.

19 MR. LAUBSHIRE: His client followed
20 up. My client said it was never
21 disconnected. My client said she didn't
22 disable anything.

23 A. Yes, it was.

24 MR. LAUBSHIRE: He's claiming it
25 was disconnected; I'm asking for proof

1 it was disconnected.

2 THE COURT: Counselor, at this point
3 in time, we're at fault. I gave you a
4 lot of leeway here. I'm going to give
5 him the same.

6 Q. And so, you don't have any records of this GPS being
7 disconnected?

8 A. Not with me.

9 Q. Okay. And you are in Court today?

10 MR. BLACKMON: Actually, you know
11 what, John, I did send them to you. I
12 think you do have them.

13 MR. KEFFER: They could be in
14 the file.

15 MR. BLACKMON: Yeah, I did -- I did
16 actually give them because I actually have
17 a record of that.

18 MR. KEFFER: This is a three year
19 old case.

20 MR. BLACKMON: I've got a record
21 of it.

22 Q. You have a record of it but you don't have a
23 record of it here?

24 A. I believe it is in with John, because like I
25 said, I did submit it, because I have a record of

1 all of that, where it was disconnected, where the
2 battery was disconnected and everything because
3 it shows you everything on the website. It was
4 disconnected at this time. It's reconnected,
5 disconnected, reconnected, and every time it
6 disconnected, it finalizes the address where it
7 is. And that's what happened.

8 Q. And you have no records today to show that?

9 A. Unless he has them in his file.

10 Q. I am asking you; I'm not asking him. I'm asking
11 you.

12 A. I understand that you're asking me but there is no
13 need to be nasty with me. I understand what you are
14 asking me.

15 Q. Just answer the question. Do you have the records,
16 sir?

17 A. I don't have them personally, no.

18 Q. As to the issue of late payments, do you have any
19 records where you sent her notice that the
20 payments were late, that they were missing or
21 that she was not paying on time; any letters sent
22 to her through the U.S. Postal ---

23 A. Any documentation that you requested, no. I would ask
24 you to direct that to my attorney.

25 Q. I'm asking you the question.

1 A. I don't have any documentation with me; as you
2 see, I have no paperwork.

3 Q. You have no letters, any messages to Ms. Cain saying
4 -- you didn't make your payment, it's late or
5 anything?

6 A. I have copies of everything. Like I said, my
7 attorney has those; so, you will have to direct
8 that to him.

9 Q. I'm asking you; you are the witness. So, you
10 answer the question; yes or no?

11 A. I don't ---

12 MR. KEFFER: He has answered it
13 three times, that he doesn't have them.

14 MR. LAUBSHIRE: Judge, I believe --
15 this is -- he has answered the question
16 to direct it to his attorney ---

17 A. Let me answer your question real quick. So, if I have
18 provided all of the documentation to my attorney,
19 like, am I supposed ---

20 Q. You are the one on the stand, not your attorney.

21 A. Yeah.

22 Q. Everything that comes in is coming in through you
23 and is coming through the four corners of the
24 Installment Contract around no payment?

25 A. Yeah, I don't have them.

1 Q. Your attorney is not on the stand nor will he be
2 taking the stand at this time.

3 MR. LAUBSHIRE: That's it, Your Honor.

4 EXAMINATION BY MR. KEFFER:

5 Q. Mr. Blackmon, you said this car had to be repossessed;
6 correct?

7 A. Correct.

8 Q. And you also indicated that you had this issue of
9 tracking the car down; correct?

10 A. Correct.

11 Q. Where was the car located?

12 A. It said -- the address, I can't remember the
13 address off the top of my head. You know, like
14 I said, I don't have it. It's right there.

15 MR. KEFFER: Your Honor, we have
16 the detailed records right here on how
17 Mr. Rogers found it.

18 MR. BLACKMON: And I sent it to
19 him also.

20 THE COURT: We can see those records.
21 And Counselor, I understand. Maybe he
22 thought he had given them to him; I saw
23 the Defendant's attorney searching his
24 files, and apparently, they were there.
25 He just didn't know it at the time.

1 Q. Did you get a chance to review those GPS records?

2 A. (Answer inaudible)

3 THE COURT: Any more copies?

4 MR. LAUBSHIRE: No.

5 Q. I just saw them myself. Maybe you can show me where
6 it indicates when my client ---

7 A. Yes, sir. Any time it shows "Low battery alert," it's
8 not -- it's just not connected.

9 Q. Low battery means disconnected?

10 A. Yes. So, when we actually come in -- when we
11 actually come in to force the issues, and you say
12 -- no, that's exactly what it is. And it's
13 basically -- it's ---

14 Q. This is Page Nine of ---

15 MR. KEFFER: Your Honor, if we
16 are going to be referring to this
17 document, it needs to be admitted
18 into evidence.

19 MR. LAUBSHIRE: I haven't moved
20 to admit it yet. I was going to.

21 A. I will continue testifying ---

22 Q. This is Page Nine of Nineteen. So, this "Low
23 Battery" alert, and you are telling me that means
24 it is disconnected, and it goes on for ten (10)
25 more pages, alerts?

1 A. I called her and asked her to bring it in during
2 the whole period of time, and she never brought
3 it in. So, this is just the last one.

4 Q. This is the last of the nineteen (19) pages?

5 A. This is one of the pages. But like I said, this
6 went on over a period of time. So, what I have
7 customers do, Your Honor, is they will disconnect
8 battery cables or they'll pull fuses when it
9 comes to the GPS tracking the car and they don't
10 pay their payments or they're not trying to be
11 located; see, when we had a problem and we
12 located her in our initial trial and I told her
13 that was part of her Contract and then that's
14 when she disconnected the GPS during that other
15 period because, like, in our initial Hearing, she
16 said she had an issue with us in tracking her but
17 she signed up for it.

18 MR. LAUBSHIRE: That Hearing is
19 not at issue. We haven't had a Trial
20 on this yet. So, if it's mediation,
21 that needs to be struck from the record,
22 Your Honor.

23 THE COURT: Overruled.

24 MR. KEFFER: When he refers to what
25 she said in mediation, I agree.

1 THE COURT: Right. So, we won't

2 talk about what she said.

3 Q. Other than Page Nine of nineteen (19) pages, do
4 you have any additional records in this case
5 besides the one page you have there?

6 A. This is the only thing I have.

7 Q. That is all you have?

8 A. That's the only one I have.

9 Q. Okay. And there is no indication of what device it is
10 tracking and what the device is on that form?

11 A. Yes, it is; right here, it tells us, 2008 Nissan
12 Armada right there.

13 Q. No. The GPS device, does it say what device is that
14 that's doing the tracking?

15 A. It says at the bottom, call -- Dennis at
16 CallPass.com. And it says the command and it
17 gives the unit number at the bottom.

18 Q. What unit number?

19 A. 37194604442. That's the serial number.

20 Q. Okay.

21 A. Right there. That's the serial number on telling you
22 how it's tracking system is.

23 Q. This is the serial number for this account?

24 A. That's the number for her GPS for that vehicle.

25 Q. Okay. And what kind of -- what is the name brand

1 of the GPS?

2 A. CallPass; it's right there.

3 Q. But that says tracking. I want to know the name of
4 the device, the device on the car.

5 A. The company that provides the GPS is CallPass; that's
6 the unit number that we have to -- we have to give the
7 name of the company, and the actual device itself is
8 CallPass.

9 Q. I'm wearing shoes -- the shoes I'm wearing are
10 made by Johnston & Murphy.

11 A. I have answered the question like three times; it's
12 CallPass.

13 Q. Answer the question. I'm going to ask it again.

14 A. I've answered it three times.

15 MR. KEFFER: Although my client has
16 answered the question, if it's not to
17 counsel's satisfaction, then I can't
18 help that.

19 A. CallPass and give them the unit number.

20 THE COURT: Mr. Blackmon, ---

21 MR. BLACKMON: Yes, sir.

22 THE COURT: My cell phone is made
23 by I-Phone. I think the device is
24 the question I'm hearing now, not who
25 monitors the device, not who sells the

1 device, but who made the device; is it
2 Motorola, is it Shark, is it -- that is
3 the question that was asked.

4 MR. BLACKMON: I don't know the
5 manufacturer.

6 THE COURT: Counsel, I apologize
7 for contesting the question. I was
8 hearing not the agent for the device,
9 but the actual manufacturer.

10 MR. KEFFER: Okay.

11 THE COURT: And the actual answer
12 is -- I don't know; I don't know who made
13 the device.

14 Q. How -- what are the device's FCC license number, do
15 you happen to know that?

16 A. No, I don't know that.

17 Q. Do you provide any of this yourself or do you pay
18 a company to do this?

19 A. I pay a company.

20 Q. Okay. And the name of that company was?

21 A. CallPass.

22 Q. CallPass. Okay. And so, you don't do the GPS -- you
23 don't pull the devices and put them in and monitor
24 them yourself; somehow, this is a fully paid service?

25 A. A paid service -- like, the GPS, we have them

1 installed.

2 MR. LAUBSHIRE: Judge, at this time,
3 I am moving to strike all the testimony
4 related to this GPS, its device, its
5 SCC license, its tracking; there is
6 no one here from the company that made
7 it, there's nobody here from the company
8 who serviced it. He doesn't do it in-house;
9 he's not the custodian of record for this
10 device. The record itself is incomplete,
11 Page Nine of Nineteen (19). He has no
12 idea what the entire record looks like.
13 In addition to that, there is no way to
14 tell us what those items actually mean.
15 He said himself he doesn't monitor this;
16 he doesn't do it. And so, we don't know
17 what the internal codes actually mean.
18 It says "Low battery," but he told us
19 that means something totally different.
20 We need someone from the cell company,
21 whatever that name was, to testify as
22 to this GPS' monitoring and what it
23 means and what's going on with it. This
24 -- the way this is -- there's no foundation
25 laid for his expertise in this; there has

1 been no foundation for his title as the
2 custodian of records for that cell phone
3 -- that company. So, hopefully, that record
4 is possibly going to be removed from this
5 Court or should be stricken (not sure of
6 word) by this Court anyway, and so, I move
7 to strike all that.

8 MR. KEFFER: Judge, counsel asked my
9 client if he had any GPS records. I
10 gave the Court -- this is what he has.
11 He also testified to what all these
12 things mean, who monitors the GPS, why
13 he has it installed and this commute
14 tells the person where the vehicle was
15 found. So, counsel opened the door
16 to this when he asked him -- does he have
17 any GPS records. My client does. Here's
18 his records. Counsel doesn't like it
19 because it says exactly what my client
20 testified to. Now, we are getting into
21 ---

22 MR. LAUBSHIRE: I can see why he
23 is ---

24 THE COURT: Hold on one second.

25 MR. KEFFER: I didn't interrupt

1 you while you were ---

2 MR. LAUBSHIRE: I didn't interrupt
3 you.

4 THE COURT: Hold on. The attorney
5 interrupted him with the argument that
6 you started.

7 MR. KEFFER: I let him go.

8 THE COURT: Fellows.

9 MR. KEFFER: He asked for the
10 records, we gave him the records, and he
11 spent twenty (20) minutes asking my client
12 about it, didn't like what my client had to
13 say, it surprised him that my client
14 even had records and now wants the Court
15 to totally disregard which is the basis
16 for this Damages Hearing, and as his client
17 testified, the reason why we are here
18 because he repossessed the vehicle.
19 This is why he repossessed the vehicle,
20 and it lays it all out right here.
21 And she knows this. Counsel knows it
22 now because he asked my client about it
23 and here's the record. The entire
24 record is there.

25 MR. LAUBSHIRE: That does not say

1 anything about my client disconnecting
2 anything. It's actually incomplete.
3 To rule of the Pleadings require the
4 entire record to be entered, not a selective
5 piece. That is Page Nine of Nineteen (19).
6 Obviously, this record went on for ten (10)
7 more pages and there were eight before it.
8 But we are not getting those records. The door
9 wasn't opened by me; actually, I objected
10 at the very beginning, and the door was opened
11 by the Defendant. I actually objected to
12 that. That door was opened by them; I
13 had no choice but to go into this. The
14 record they reproduced is incomplete.
15 The answers are insufficient. He has
16 no information about the device, its
17 tracking; he can't provide us with a
18 complete record of what is going on,
19 and he is also making up his own legend.
20 Essentially, what they are telling us is
21 that low battery means disconnected.
22 I wouldn't even say disconnected. It's
23 on its low battery. That's outrageous
24 to think that we can just make up our
25 own way. It says "Low battery." You

1 can ask my client; that may mean
2 something completely different. He
3 has to say what it says because we
4 have no custodial records to explain
5 it to us as to why it is that way or
6 what's going on with it. He's just
7 making it up as we go. First, he had
8 no records and then he has the one
9 record and then he has a small record
10 which he is going to interpret for
11 us now which makes him essentially
12 an expert in GPS and its company's
13 record keeping. He is not a custodian
14 of the records; he is not the expert
15 and he can't speak on ---

16 THE COURT: The document itself,
17 the testimony of, and I've already
18 heard from your client, counselor, as
19 well as your client. The car was
20 repossessed; the reason it was
21 repossessed, it is your client's
22 position unlawfully, and their
23 client's, lawfully. It goes back to
24 the Contract issue. Was a GPS on
25 there -- I'll only give the weight

1 under the Contract itself, not to
2 that document for the repossession.

3 MR. KEFFER: Your Honor, with that,
4 I have no further questions.

5 THE COURT: Counselor?

6 MR. KEFFER: Your Honor, I
7 believe the Court has ruled that this
8 document is out. I just want to
9 proffer it for the record, and I
10 understand the Court has not allowed
11 it into evidence. But I do think it
12 needs to proffer it to preserve the
13 reason for it.

14 THE COURT: At this point in
15 time, Mr. Laubshire.

16 MR. LAUBSHIRE: And if he is
17 going to proffer the document, I
18 would like -- I want the entire
19 document in the record.

20 THE COURT: Well, we already
21 have -- I'm only -- the testimony
22 about the GPS is only based upon
23 the physicals in the Contract which
24 I have as Defendant's Exhibit One
25 stating that this GPS was on it,

1 and it is signed by your client.

2 MR. LAUBSHIRE: Yes.

3 THE COURT: That's all I am
4 considering at this point. This is a
5 Default Hearing. Now, you mentioned
6 a while ago when the Defendant himself
7 had stepped out to the restroom, both
8 attorneys were here, that I expected
9 some closings. At this point in time,
10 the closings will be -- what are you
11 seeking for your client, counselor, and
12 what are you seeking for yours, counselor?

13 MR. LAUBSHIRE: Judge, based on
14 testimony presented at the Court today,
15 my client is asking for a refund of
16 her down payment of Four Thousand
17 Dollars (\$4,000); she is asking for
18 the two payments that she made and
19 testified to in this case which was
20 Three Hundred and Twelve Dollars
21 (\$312) each payment; she is asking
22 for the Seventy-four Dollars (\$74)
23 late fees and One Dollar (\$1.00)
24 convenience fee. She is also asking
25 for attorney's fees for which I

1 submitted an Affidavit of Attorney's
2 Fees for Six Thousand Six Hundred
3 Dollars (\$6,600) in this case. That is
4 the list of damages that we are asking
5 for in this case in addition to the
6 Eighty Dollars (\$80) that Your Honor
7 referred to earlier for the filing.

8 THE COURT: Counselor, same
9 opportunity.

10 MR. KEFFER: Judge, briefly, counsel
11 is asking for a judgment that exceeds
12 this Court's jurisdiction of Seventy-
13 five Hundred (\$7500). I just want to
14 point that out. He has a Sixty-five
15 (\$6500) Attorney Fee Affidavit; he is
16 asking for Four Thousand Dollars (\$4,000)
17 on top of that, plus another Seven
18 Hundred Dollars (\$700) in payments and
19 fees which well exceeds the jurisdiction
20 of this Court. However, should the
21 Court even consider that, I would have
22 to consider about the five page Retail
23 Installment Contract that both parties
24 testified to; his client signed every
25 single page. In there was -- several things

1 are in there; first of all, there is a late
2 payment that it can be repossessed; if there
3 is no payment, it can be repossessed, and
4 if the GPS is turned off or molested
5 in any way, it can be repossessed.

6 The testimony is conflicting as to
7 whether or not Ms. Cain intentionally
8 or willfully disconnected it or not,
9 but what we do know is that the car
10 was repossessed, and according to my
11 client, it was repossessed because of
12 two things: late payments and the GPS
13 was not -- and she wasn't responding to
14 phone calls. She signed the Agreement.
15 She agreed to those terms. Nobody put
16 a gun to her head to make her do this.
17 She agreed that if she didn't follow
18 when my client did what he was allowed
19 to do under the law, the way I see
20 that, should this Court find any
21 damages, at an absolute minimum, we would
22 request, because she did breach the
23 Contract.

24 THE COURT: And counselor, the
25 basis for the attorney's fees, other than

1 you the did the attorney's work and by
2 Statute and/or by Contract.

3 MR. KEFFER: I'm sorry. The
4 Court's question, Your Honor?

5 THE COURT: That is essentially
6 how we (word inaudible) in this case
7 and he did them under Contract with
8 the South Carolina Legal Services.

9 MR. LAUBSHIRE: If Your Honor
10 is inclined to direct attorney's fees,
11 the cap is Seventy-five Hundred Dollars
12 (\$7500); I ask the Order be -- that
13 the attorney's fees be paid by the
14 Defendant, South Carolina Legal Services.

15 THE COURT: Counsel, I asked him a
16 question. I'll give you the response
17 that you deem ---

18 MR. KEFFER: I'm not objecting about
19 counsel's bill for this Hearing. I make
20 no objection to what he has submitted
21 to the Court.

22 THE COURT: Counsel, I'll retain
23 this but it's not considered by ---

24 MR. LAUBSHIRE: Yes, sir.

25 MR. KEFFER: Thank you.

1 THE COURT: Let me just -- at this
2 point in time, the judgment is being
3 issued as a default in favor of the
4 Plaintiff in the amount of One Thousand,
5 Seven Hundred Ninety-eight Dollars and
6 Ten Cents (\$1,798.10) plus One Thousand
7 Dollars (\$1,000) worth of attorney's
8 fees that will go to South Carolina
9 Legal Services and Eighty Dollars
10 (\$80) in filing fees for a grand total,
11 if my math is correct, Two Thousand
12 Eight Hundred Seventy-eight Dollars
13 (\$2,878.10).

14 MR. LAUBSHIRE: Thank you, Your Honor.

15 MR. KEFFER: Thank you, Your Honor.

16 THE COURT: Thank you, counselor.
17 If that -- if this is the end, I will
18 send you this. And it is going to
19 be paid.

20 MR. KEFFER: I will.

21 THE COURT: If you will facilitate
22 that check over to Legal Services.

23 MR. KEFFER: Yes, sir. I will be
24 glad to do that, Your Honor.

25 THE COURT: Okay. Thank you all.

WORD LIST				
< \$ >	2022 (2)	adamantly	apologize	< B >
\$1,000 (2)	2023 (1)	(1)	(1)	back (10)
\$1,798.10	2023CV321061	added (1)	app (3)	bad (2)
(1)	136 (1)	addition	appalls	based (2)
\$1.00 (1)	23 (1)	(3)	(1)	basically
\$2,878.10	25th (1)	additional	apparently	(2)
(1)	27th (1)	(1)	(3)	basis (5)
\$2100 (1)	< 3 >	address	appear (3)	bathroom
\$2500 (1)	37194604442	(5)	APPEARANCES	(3)
\$312 (6)	(1)	admit (1)	(1)	battery
\$312.98	< 4 >	admitted	appeared	(9)
(1)	459 (1)	(2)	(2)	beginning
\$387 (1)	< 6 >	advantage	appearing	(2)
\$4,000 (4)	6-14-22	(1)	(2)	behalf (2)
\$5,000 (2)	(2)	Affidavit	apple (1)	believe
\$5180 (1)	650 (1)	(3)	appreciate	(9)
\$6,600 (2)	6th (1)	affirm (1)	(1)	bench (1)
\$6500 (1)	< 7 >	affirmative	approximatel	benefit
\$70.14 (1)	7th (4)	(5)	y (1)	(1)
\$700 (1)	< 8 >	afternoon	argument	bill (1)
\$74 (2)	8-30-22	(1)	(2)	billed (1)
\$7500 (2)	(1)	agent (2)	arguments	bit (1)
\$80 (3)	< 9 >	ago (3)	(1)	bites (1)
\$80.00 (1)	9-25-2020	agree (3)	Armada (2)	BLACKMON
< 0 >	(1)	agreed (5)	arrangement	(30)
01136 (1)	< A >	Agreement	(1)	board (1)
< 1 >	A.M (1)	(4)	aside (13)	bottom (4)
10 (3)	Abbott (1)	alert (2)	asked (10)	bought (3)
11:00 (1)	able (1)	alerts (1)	asking	brake (2)
1107 (1)	absence	alleged	(23)	brand (1)
1136 (1)	(1)	(1)	Atlanta	breach (4)
14th (1)	absolute	allow (4)	(1)	breached
16th (2)	(1)	allowed	attorney	(1)
19 (4)	accepting	(2)	(15)	break (5)
< 2 >	(1)	Amended	attorneys	breaks (1)
2:00 (1)	account	(6)	(4)	brief (1)
20 (3)	(1)	amount (4)	attorney's	briefly
2008 (2)	action (4)	and/or (1)	(11)	(3)
2020 (10)	actual (3)	Andrews	atypical	bring (9)
20201107		(1)	(1)	bringing
(1)		Answer	August	(1)
		(31)	(10)	broke (6)
		answered	Automotive	broke-down
		(5)	(4)	(1)
		answers	aware (2)	brought
		(1)		(2)
		anyway (1)		Brown (1)

business (3)	CHIQUITA (2)	company's (1)	counsel (19)	DEFENDANT (11)
buy (2)	choice (2)	Complaint (4)	Counselor (15)	Defendant's (4)
Buyer's (1)	chooses (1)	complete (1)	counsel's (4)	Defense (2)
< C >	Chuck (2)	completely (1)	counter (1)	Dennis (1)
cables (1)	claiming (2)	comply (3)	counterclaim ed (1)	detailed (1)
CAIN (19)	clear (1)	confirm (1)	COUNTY (2)	determined (1)
Cain's (1)	clearly (1)	conflicting (1)	COURT (133)	device (23)
call (5)	clerical (1)	conglomerate (1)	courtroom (2)	devices (2)
called (2)	client (45)	connected (1)	Courts (1)	device's (1)
CallPass (7)	clients (1)	consider (3)	Court's (6)	diagnosed (1)
CallPass.com (1)	client's (4)	considered (1)	crying (1)	diagnosis (1)
calls (3)	clocked (1)	considering (1)	custodial (1)	different (5)
cap (1)	closings (3)	consistent (1)	custodian (3)	difficult (1)
car (43)	closure (1)	contact (1)	customer (1)	direct (4)
CAROLINA (8)	codes (1)	contempt (2)	customers (1)	disable (2)
cars (1)	collectively (1)	contesting (1)	< D >	disabled (1)
case (40)	Columbia (4)	continue (1)	damages (15)	disconnect (2)
cases (1)	come (7)	continued (4)	data (1)	disconnected (19)
cash (8)	comes (3)	Contract (28)	date (6)	disconnectin g (1)
caution (1)	coming (5)	convenience (2)	day (4)	discuss (2)
Cayce (1)	command (1)	copies (3)	days (2)	disregard (2)
Cayce-West (1)	commencing (1)	copy (3)	dealership (5)	disregarding (1)
cell (3)	commented (1)	corners (3)	December (1)	distribute (1)
Cents (1)	Common (7)	correct (18)	decided (3)	
certainly (1)	communicatio ns (1)	costs (2)	default (25)	
Certified (1)	commute (1)		defaults (1)	
chance (1)	company (11)		defect (2)	
changed (1)				
charges (1)				
CHASTITY (3)				
check (3)				
Cheese (2)				

document (11)	evidence (2)	figure (1)	further (4)	history (4)
documentation (3)	exactly (6)	file (13)	fuses (1)	hold (7)
documents (4)	EXAMINATION (6)	files (1)	< G >	holding (1)
doing (1)	example (1)	filing (8)	Gary (1)	home (2)
Dollar (4)	exceeds (2)	filled (1)	getting (3)	Honor (44)
Dollars (22)	Exhibit (4)	finalizes (1)	Give (13)	Honorable (1)
door (4)	Exhibits (1)	finally (1)	given (2)	hopefully (1)
Dorchester (3)	expected (1)	finance (1)	gives (1)	hours (2)
Doris (1)	expert (3)	financed (1)	glad (1)	house (4)
Drive (3)	expertise (2)	find (1)	go (10)	HS (1)
driven (1)	explain (3)	fine (1)	God (3)	huh (1)
driveway (2)	explaining (3)	Firm (2)	goes (2)	Hundred (14)
due (4)	expressly (1)	first (10)	going (27)	< I >
duly (2)	extended (4)	Five (14)	Good (4)	idea (1)
< E >	extremely (1)	fixed (1)	Goodstein (3)	illegally (3)
earlier (1)	< F >	fixing (1)	GPS (41)	important (1)
easier (1)	facilitate (1)	flat (1)	grand (1)	improper (1)
easy (1)	fact (4)	follow (1)	granted (2)	improperly (3)
eight (2)	fair (4)	followed (3)	guess (1)	inaudible (4)
Eighty (6)	far (1)	following (1)	Guide (1)	inclined (1)
Eighty-seven (1)	fault (2)	fond (1)	gun (1)	include (1)
either (4)	favor (1)	force (1)	< H >	included (1)
elected (1)	FCC (3)	form (3)	half (1)	incomplete (3)
e-mail (2)	fee (7)	forward (3)	hallway (1)	inconsistent (2)
entered (3)	feel (2)	found (5)	handwriting (1)	incurred (1)
entire (4)	fees (14)	foundation (4)	happen (5)	indicated (1)
entitled (1)	Fellows (1)	Four (10)	happened (5)	indicate (1)
error (1)	Fifty-one (1)	Fourteen (1)	happens (1)	indicated (1)
Essentially (3)		front (3)	happy (1)	
everybody (3)		Frontage (2)	hard (1)	
everyone's (1)		full-fledged (1)	head (2)	
		fully (1)	headed (1)	
			heard (7)	
			Hearing (20)	
			held (3)	
			help (4)	

indicates (1)	interrupted (2)	knew (4)	< M >	monitor (3)
indication (1)	investigated (1)	know (23)	ma'am (1)	monitoring (1)
infer (1)	involved (3)	knows (2)	mad (1)	monitors (2)
information (4)	involving (1)	Knox (1)	MAGISTRATE'S (3)	month (2)
informed (1)	I-Phone (1)	< L >	maintains (1)	monthly (1)
in-house (1)	issue (10)	laid (1)	making (2)	Morgan (1)
initial (2)	issued (3)	late (10)	man (1)	morning (3)
initialed (1)	issues (5)	Laubshire (62)	manufacturer (2)	Motion (17)
initially (1)	items (4)	Law (6)	math (1)	Motorola (1)
initiated (1)	its (9)	lawfully (1)	matter (10)	move (6)
inspector (1)	< J >	lays (1)	matters (6)	moved (3)
installed (2)	job (2)	leave (1)	mean (7)	moving (1)
Installment (6)	John (3)	leeway (2)	means (7)	Murphy (1)
instant (1)	Johnston (1)	left (4)	mechanic (1)	MYERS (3)
instructed (1)	Judge (19)	Legal (4)	mediation (10)	< N >
instructions (1)	judgment (12)	legend (1)	mentioned (2)	name (5)
insufficient (1)	judicial (1)	letters (2)	mentions (1)	nasty (1)
intention (1)	July (3)	LEXINGTON (3)	merits (1)	necessary (1)
intentionall y (1)	June (3)	license (3)	messages (1)	need (8)
interest (2)	jurisdiction (2)	Licenses (1)	Michael (1)	needed (2)
internal (1)	jury (14)	list (1)	minimum (1)	needs (3)
interpret (1)	justice (1)	listening (1)	minute (2)	negotiate (1)
interrupt (2)	< K >	literally (1)	minutes (2)	negotiations (1)
	keep (3)	little (2)	missing (2)	never (7)
	keeping (1)	live (1)	mistake (1)	new (9)
	Keffer (69)	LLLC (1)	molested (1)	Nine (5)
	Keffer's (1)	locate (2)	monetary (1)	Nineteen (5)
	kept (1)	located (3)	money (4)	Ninety- eight (2)
	kind (5)	look (4)		Nissan (6)
		Looks (3)		Non-lawyer (2)
		lot (2)		Notary (1)
		loud (1)		
		louder (1)		
		love (1)		
		Low (7)		

note (3)	Outlined (1)	Plaintiff (5)	probably (3)	Range (1)
notes (1)	outrageous (1)	Plaintiffs (1)	problem (2)	rate (1)
notice (6)	Overruled (1)	Plaintiff's (5)	procedural (1)	reach (1)
noticed (1)	< P >	Pleadings (1)	proceed (5)	reached (1)
Number (14)	P.M (1)	Pleas (4)	proffer (3)	reaching (1)
numbers (1)	package (1)	plus (3)	proof (1)	ready (2)
< O >	page (24)	point (22)	proper (1)	real (2)
object (1)	pages (7)	pointed (1)	prosecute (1)	reality (2)
objected (2)	paid (14)	portion (1)	provide (2)	really (1)
objecting (1)	paperwork (1)	position (1)	provided (4)	realm (1)
objection (8)	part (10)	possibly (1)	provides (2)	reason (9)
Obviously (1)	participate (1)	Postal (1)	Public (1)	recall (1)
October (6)	particular (4)	practicing (1)	pull (3)	received (1)
odd (1)	parties (13)	precedence (1)	Purchase (3)	reconnected (2)
oddity (1)	party (1)	prejudice (1)	purchased (7)	RECORD (24)
offensively (1)	passing (1)	prejudiced (1)	put (6)	records (22)
offer (3)	pay (16)	prepared (4)	< Q >	Recovery (1)
offered (1)	payable (1)	present (3)	questioin (1)	referred (2)
office (2)	paying (3)	presented (2)	question (12)	referring (3)
official (1)	payments (26)	preserve (1)	questioned (3)	refers (1)
Okay (33)	people (2)	previous (2)	quick (2)	refund (1)
old (1)	period (6)	previus (1)	Quinton (3)	refused (3)
once (1)	person (2)	printout (1)	quoted (1)	regarding (1)
open (1)	personal (1)	prior (1)	quotes (1)	regrouped (1)
opened (4)	personally (1)	privately (1)	< R >	Regulations (1)
opportunity (7)	phone (4)	pro (2)	raise (2)	related (1)
opposing (2)	physicals (1)		raised (3)	relevant (1)
Order (6)	pick (1)			relief (1)
original (3)	piece (1)			
originally (2)	place (2)			

remember (1)	(2) rest (1)	selective (1)	(14) signed (9)	stressful (1)
removed (1)	restroom (2)	sells (1)	simple (1)	stricken (2)
removing (1)	result (1)	send (2)	simply (1)	strike (4)
reopen (1)	Retail (5)	sent (6)	single (1)	struck (1)
Reporter (1)	retain (2)	separate (2)	sir (23)	stuff (2)
repossess (5)	retained (1)	September (11)	sit (4)	submit (3)
repossessed (20)	return (1)	serial (3)	sitting (1)	submitted (2)
repossession (1)	review (3)	seriousness (1)	situation (2)	submitting (1)
representati on (3)	reviewed (1)	service (4)	six (6)	subsequent (1)
represented (1)	right (39)	serviced (1)	Sixty-five (1)	subsequently (2)
representing (3)	Road (3)	Services (4)	small (2)	Summary (1)
reproduced (1)	Rogers (1)	set (13)	soft (1)	Summons (3)
request (5)	Rule (3)	setting (1)	sorry (4)	Sunter (1)
requested (4)	ruled (3)	settled (1)	sound (1)	supposed (5)
require (2)	< S >	settlement (1)	SOUTH (8)	sure (6)
required (3)	sad (1)	Seven (2)	speak (2)	surprised (1)
requires (3)	safe (1)	Seventy (2)	specifies (1)	swear (1)
requiring (1)	Sales (1)	Seventy- eight (1)	spent (1)	sworn (2)
responding (1)	satisfaction (1)	Seventy- five (1)	squall (1)	system (3)
response (9)	saw (2)	Seventy- four (2)	St (1)	< T >
responsibili ties (1)	saying (5)	Shark (1)	stamp (1)	take (12)
responsibili ty (1)	says (10)	shirk (1)	stand (14)	taken (3)
responsible	SCC (1)	shoes (2)	standing (1)	talk (3)
	schedule (2)	show (3)	start (1)	talked (1)
	scheduled (4)	showed (2)	started (1)	talking (5)
	scope (1)	showing (1)	STATE (3)	technical (1)
	se (2)	shows (2)	states (1)	technically (1)
	searching (1)	side (1)	stating (1)	tell (4)
	seat (1)	sides (1)	Statute (9)	telling (4)
	second (4)	sign (1)	stayed (1)	tells (2)
	secretary (1)	signature	staying (1)	
	see (11)		step (3)	
	seeing (1)		stepped (1)	
	seeking (3)		stopped (1)	
	seen (1)			

ten (4)	towed (1)	various (1)	willfully (1)
terms (1)	track (2)	vehicle (27)	winners (1)
testified (10)	tracking (12)	Verbatim (1)	winning (1)
testifies (1)	transaction (3)	verdict (1)	wish (1)
testify (1)	Transcript (1)	versus (3)	witness (4)
testifying (1)	trial (21)	Vincent (1)	word (3)
testimony (8)	trials (2)	virtual (2)	words (1)
Thank (15)	tried (2)	virtually (1)	work (3)
THE_PLAINTIF	truck (2)	Vision (4)	working (2)
FS (1)	true (3)	Visions (3)	worth (1)
thing (2)	truth (2)	< W >	< Y >
things (6)	try (1)	wad (1)	ya'll (1)
think (20)	trying (2)	waited (3)	Yeah (8)
thinking (1)	turn (2)	walking (1)	year (4)
third (1)	turned (2)	want (11)	years (11)
Thirty-	turns (1)	wanted (3)	< Z >
Eight (1)	Twelve (7)	wants (1)	zero (1)
thought (4)	twenty (2)	warranty (6)	
thoughts (1)	Twenty-five (1)	way (10)	
Thousand (12)	Twenty-one (1)	wearing (2)	
three (22)	twice (3)	website (1)	
time (42)	two (27)	week (2)	
timely (1)	type (1)	weeks (1)	
times (4)	< U >	weight (1)	
tired (1)	U.S (1)	well (5)	
title (1)	Uh-huh (7)	went (10)	
today (6)	understand (10)	we're (4)	
told (5)	unfortunatel	West (2)	
Tompkins (1)	y (2)	We've (3)	
top (2)	unit (4)	whatnot (1)	
total (1)	unlawfully (1)	whatsoever (1)	
totaling (1)	unsuccessful		
totally (2)	ly (1)		
tow (2)	upset (2)		
	use (1)		
	usually (1)		
	< V >		