

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
Barbara Ann Johnson)
PLAINTIFF,)
vs.)
McLaughlin Ford,)
DEFENDANT.)
_____)

IN THE MAGISTRATE COURT

2024 -CV-43101-2595

ORDER

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FEB 10 2025
SC Court of Appeals

This matter came before the court for a bench trial on July 17, 2024. It was filed on May 17, 2024 following a public sale filed by McLaughlin Ford, case number 2024CV4320202698, which was continued due to Plaintiff contesting the sale.

FACTS

The testimony and evidence presented at trial were undisputed as to the following facts: On June 5, 2023, Plaintiff (Johnson) took her 2005 Ford Explorer with 145,319 miles on the odometer to the Defendant (McLaughlin) with the following complaints: the customer wanted it inspected, was concerned about an oil and transmission fluid leak, the vehicle was running rough at idle, and the vehicle would shake violently when driving down the road.

my vehicle was not running rough

and shake violently down the road (all lies)

Johnson informed McLaughlin that she had a warranty and the company would cover the costs. McLaughlin explained that they could not guarantee diagnostics would be covered and followed their procedure of having customers with high mileage, older vehicles sign a Disclaimer of Warranties. Johnson denied she signed it and denied she signed the release on the initial in-take sheet after Defendant's Service Advisor, Olivia Croft, testified that she explained to Johnson for approximately three minutes that if the warranty company refused to pay, she

my warranty does pay for diagnostic + I only wanted my truck diagnose from last repair (Duke Smith Ford)

The only paper I sign that they were not responsible for anything left in the car.

would be responsible for the bill. Both of these documents were submitted into evidence and

She asked for their proof but not money. I was wearing it and they the court noted that the signatures were similar to other court documents signed by Johnson. Lawyer said it was the same I had which was lies.

On June 22, 2024 at 12:32 pm, Plaintiff approved the "tear down to the point of failure" as required by the warranty company in order to diagnose the problem. The warranty company would not approve any work until this was completed. After the engine was completely dismantled, it was determined that a new engine was needed. The warranty company offered partial payment and Plaintiff would be responsible for the remaining amount due.

On September 15, 2024, Plaintiff communicated to Defendant that she would be providing her own engine. Defendant explained that this would change the approved coverage and they would need to inform the warranty company. McLaughlin testified that per the warranty

company, the customer supplied engine would void the warranty and this was communicated to the Plaintiff. Under the approved warranty claim, Johnson would be responsible for \$4,120.00 - the balance remaining after the warranty was applied to the engine replacement. If Plaintiff chose not to replace the engine, \$1,911.11 was still outstanding for the work actually performed in removing the engine and the diagnostic determination. Communications with the Plaintiff continued attempting to come to a resolution. Defendant sent a Right to Cure notice to Johnson on January 24, 2014 and she did not respond. Defendant filed with the court for a public sale which was scheduled for June 3, 2025 - eleven months after the vehicle was taken to McLaughlin.

Lies. At my car I can do what I want only 4590.00 left on it. Where in the world does someone open up and tear down your car, without your approval then tells you to come pull from their shop when you drive it there. Also My warranty company does pay for diagnostic. examine all others services. I tried with them they refused as soon as I told them I was going to sign an warrant if they dont put my car back together they sign papers and try to sell my vehicle. Never sent invoice or because of they failure to follow the terms of the warranty and customer wishes.

Johnson testified that she never needed a new engine, she never gave McLaughlin approval to remove her engine, she believed they broke the timing chain, and they were trying to "get

over the warranty company and [herself]." *This is facts because when I went to the shop saw my engine out Olivia couldn't face me, I waited on her she never return to get my other service contract someone received them. on the following day Thomas I went to shop ask for service Manager another they pretended to be Mr woods a fat guy say your warranty company will pay for an engine why not what said turning was broken Thomas said would it be cheaper for to repair it they just trying to cover up their mistakes.*

ANALYSIS

Clearly, McLaughlin obtained the release and the Disclaimer of Warranties was signed by Johnson. McLaughlin explained extensively to Johnson that they could not guarantee that the warranty company would pay for diagnostics and that the warranty company would not approve any payment until the "tear down to the point of failure" was performed. Johnson approved the "tear down" and the diagnostic was performed. Johnson's inability or refusal to accept that a "tear down to the point of failure", means the engine is completely dismantled or removed from the vehicle, does not eliminate her responsibility. The Plaintiff testified fervently that she never needed a new engine. However, she

was the one who informed McLaughlin that she could find a used engine for less money. McLaughlin acted in good faith, made every effort to work with Johnson, painstakingly explained the process and procedures to her, even lowered their labor costs at the request of the warranty company to accommodate Johnson. The vehicle remains at McLaughlin's currently because Johnson has chosen not to replace the engine and apply the partial warranty, and in the alternative, refused to pay for the approved work performed.

McLaughlin acted in good faith, made every effort to work with Johnson, painstakingly explained the process and procedures to her, even lowered their labor costs at the request of the warranty company to accommodate Johnson. The vehicle remains at McLaughlin's currently because Johnson has chosen not to replace the engine and apply the partial warranty, and in the alternative, refused to pay for the approved work performed. service guys. I really did thought I could be trusted. I know better now. Talking about I'm a woman too and I know she right with them.

For the forgoing reasons, this court finds that the Plaintiff has failed to meet her burden of proof by the preponderance of the evidence, is not a credible witness, and is not entitled to relief from the Defendant.

AND IT IS SO ORDERED.

July 23, 2024
July 23, 2024

Rimberly W. Land
Sumter County Magistrate Judge