

STATE OF SOUTH CAROLINA  
COUNTY OF Richland  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP4003931

Professional Financial Services  
PLAINTIFF(S)

Tremaine Golson et al  
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy,  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

RECEIVED  
MAR 03 2025  
SC Court of Appeals

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

This case came before the Court on January 7, 2025, on Plaintiff's Motion for Summary Judgment and Defendants' Motion to Dismiss and Motion to Compel Arbitration. The Plaintiff appeared, represented by John Kay, Esquire. The Defendants, Tremaine Golson and Brittany Golson, acting pro se, also appeared. Ms. Golson filed an Answer; her answer purported to also be filed on behalf of Mr. Golson.

After thoroughly reviewing the parties' written submissions, to include the parties' Retail Installment Sale Contract and excerpts from a warranty agreement, and the parties' arguments, the Court finds as follows:

ORDER INFORMATION

This order  ends  does not end the case.  See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/24/2025 .

Tremaine D Golson for Tremaine D Golson  
Brittney L Golson for Brittney L Golson  
Brittney L Golson for Brittney L Golson  
Tremaine D Golson for Tremaine D Golson  
Brittney L Greene  
Tremaine Golson

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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1. The Defendants' Motion to Dismiss is DENIED. Defendants seem to allege a deprivation of their right to due process. Inasmuch as they both have had an opportunity to file responsive pleadings and to be heard in this matter, the Court declines to grant the Defendants' prayer for relief on this basis. Furthermore, to the extent Defendants also allege that the Plaintiff, a private entity, is "acting under the color of law" in violation of their rights in seeking redress over this dispute in state court, this ground for relief is also DENIED.

2. The Defendants' Motion to Compel Arbitration is DENIED. The Plaintiff's action is grounded upon the breach of a "Retail Installment Sale Contract" (Sale Contract) executed by the Defendants. The Court has carefully reviewed the Sale Contract and finds that the Sale Contract does not contain any provision compelling the parties to engage in arbitration in the event of a contract dispute. The GWC Warranty Vehicle Service Contract (Warranty Contract) signed by the Defendants does contain a provision mandating arbitration for disputes arising thereunder, but the Court has found no language in the Sale Contract making the Sale Contract subject to the arbitration provision in the Warranty Contract. Furthermore, while a section of the Sale Contract gives the Plaintiff a security interest in "[a]ll insurance, maintenance, service, or other contracts we finance for you," without more, the Court does not find that this language establishes that the arbitration language in the Warranty Contract is a part of the Retail Installment Sale Contract.

3. The Plaintiff properly supported its Motion for Summary Judgment with an account affidavit showing the Defendants' have breached the Sale Contract and the amount of the outstanding debt. Although they filed a Motion to Dismiss and Compel Arbitration, the Defendants failed to respond to Plaintiff's Motion for Summary Judgment. The Court finds that there is no genuine issue of material fact in dispute and the Plaintiff is entitled to judgment as a matter of law. Accordingly, the Court GRANTS the Plaintiff's Motion for Summary Judgment.

Plaintiff's counsel is requested to prepare a formal order.



Richland Common Pleas

**Case Caption:** Professional Financial Services vs Tremaine Golson , defendant, et al  
**Case Number:** 2024CP4003931  
**Type:** Order/Electronic Form 4

IT IS SO ORDERED.

s/Milton G. Kimpson 2783

Electronically signed on 2025-02-24 10:00:44 page 3 of 3