

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Milton G. Kimpson Circuit Court Judge

Case No. 2025-000397

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Apr 30 2025

SC Court of Appeals

Professional Financial Services.....Respondent,

v.

Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L.
Golson..... Appellants,

APPELLANT'S INITIAL OPENING BRIEF

Tremaine Golson a/k/a Tremaine D. Golson

Brittney L. Greene a/k/a Brittney L. Golson

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Pro Se Appellants

4/29/2025

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DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

Pursuant to Rule 208(b)(1)(B), SCACR, Appellant designates the following materials to be included in the Record on Appeal:

1. Summons and Complaint (filed by Respondent)
2. Appellant's Motion to Dismiss (with supporting memorandum)
3. Appellant's Motion to Compel Arbitration (and attached arbitration agreement)
4. Letter from AAA acknowledging receipt of arbitration request
5. Respondent's opposition filings
6. Transcript of hearing before the Honorable Milton Kimpson, dated January 7, 2025
7. Trial court's Order granting summary judgment

8. Any related affidavits, exhibits, or other pleadings filed by either party in the lower court related to the above motions

Appellant reserves the right to amend or supplement this designation in accordance with the Rules of Appellate Procedure.

TABLE OF AUTHORITIES

- *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991)
- 42 U.S.C. § 1983
- S.C. Code Ann. § 15-48-10

STATEMENT OF ISSUES ON APPEAL

1. Did the trial court error in granting summary judgment to Respondent when genuine issues of material fact remained concerning the arbitration clause?
2. Did the trial court error in failing to compel arbitration when Appellant presented documentation showing the existence of an arbitration agreement?
3. Did the trial court error by denying Appellant's Motion to Dismiss based on due process violations under 42 U.S.C. § 1983?

STATEMENT OF THE CASE

Appellants, Tremaine Golson a/k/a Tremaine D. Golson, Brittney L. Greene a/k/a Brittney L. Golson was sued by Professional Financial Services in the Richland County Court of Common Pleas under case number 2024-CP-4003931. The matter was heard before the Honorable Milton Kimpson on January 7, 2025.

Appellant moved to dismiss under 42 U.S.C. § 1983 for due process violations and to compel arbitration pursuant to an alleged agreement. The trial court denied Appellant's motions and granted summary judgment in favor of Respondent. Appellant now appeals this final order.

STATEMENT OF FACTS

Appellant and her husband appeared pro se before the court in a debt collection matter brought by Professional Financial Services. During the hearing, Appellant stated that an arbitration clause existed and had been filed with the court, along with documentation showing that the AAA arbitration agency had accepted the matter and reached out to Respondent, who allegedly failed to respond.

Appellant objected to the legitimacy of the documents presented by Respondent, claiming that the original contract lacked wet-ink signatures and differed from what she submitted. She also challenged the standing of the Plaintiff, noting that no injured party appeared for cross-examination and repeatedly argued that Respondent's claims should be dismissed under due process grounds.

Respondent argued that the arbitration clause belonged to a separate contract with GWC Warranty and was unrelated to the Retail Installment Contract at issue. The court ultimately sided with Respondent and granted summary judgment.

ARGUMENT

I. The Trial Court Errored in Granting Summary Judgment Where Material Facts Remained

Standard of Review:

De novo review applies to summary judgment decisions. Summary judgment is appropriate only when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Baughman v. AT&T*, 306 S.C. 101, 410 S.E.2d 537 (1991).

Argument:

Appellant provided evidence of a valid arbitration clause that had been accepted by the AAA, yet Respondent failed to participate in arbitration proceedings. Whether this clause was applicable to the Retail Installment Contract presented a material fact that should have precluded summary judgment.

II. The Trial Court Errored by Not Compelling Arbitration

Standard of Review:

Questions of arbitrability are reviewed de novo. Courts must compel arbitration if a valid agreement exists under S.C. Code Ann. § 15-48-10.

Argument:

Appellant presented a certified arbitration agreement and related receipts. The AAA accepted the case and reached out to Respondent. These facts support the enforceability of arbitration, and the court erred by refusing to stay proceedings pending arbitration.

III. The Trial Court Errored by Denying the Motion to Dismiss Under 42 U.S.C. § 1983

Standard of Review:

Motions to dismiss are reviewed de novo. To establish a claim under 42 U.S.C. § 1983, the plaintiff must demonstrate deprivation of a constitutional right by a person acting under color of state law.

Argument:

Appellant argued that her constitutional rights were violated by the court granting relief without allowing cross-examination or presentation of evidence. The rushed proceedings and lack of due process constitute violations under § 1983. Whether the court qualifies as a state actor under these facts is a triable issue, not appropriate for resolution on the pleadings.

CONCLUSION

Appellant respectfully requests that this Court reverse the trial court's order granting summary judgment, compel arbitration, and remand this case for further proceedings consistent with the arbitration clause.

CERTIFICATE OF COUNSEL

(Required by Rule 267 SCACR)

I certify that this brief contains no new matter not presented below and complies with Rules 208(b)(1) and 211 SCACR.

Brittney Golson

Brittney L. Greene a/k/a Brittney L. Golson

Tremaine Golson

Tremaine Golson a/k/a Tremaine D. Golson

4/29/2025

CERTIFICATE OF SERVICE

I certify that I have served a copy of this Brief on the Respondent's counsel via certified mail on 4/29/2025

Brittney Golson

Brittney L. Greene a/k/a

Brittney L. Golson

Tremaine Golson

Tremaine Golson a/k/a Tremaine

D. Golson

4/29/2025

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Appellants

PROOF OF SERVICE

I certify that I have served the Appellant's initial opening brief on John S. Kay attorney for Hutchens Law Firm LLP on record for Professional Financial Services by depositing a copy of it in the United States Mail, certified mail 9589 0710 5270 0023 8531 78 on April 29, 2025, addressed to attorney of record, in care of John S. Kay at 240 Stoneridge Drive, Suite 400 Columbia SC 29210.

Courts Served: Office of the Court of Appeals @1220 Senate St. Columbia SC 29201
Means of Delivery: Email

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