

IN THE SOUTH CAROLINA COURT OF APPEALS

Case Title: Brittney L. Golson and Tremaine Golson aka Tremain D. Golson and
Brittney L. Greene, Appellants

Appellate Case No.: 2025-000397

Trial Court Case No.: 2024-CP-40-03931

APPELLANTS' BRIEF

Filed by: Brittney L. Golson and Tremaine Golson aka Tremain D. Golson

Appealed from the Court of Common Pleas, Richland County

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I. TABLE OF AUTHORITIES

- Rule 56(c), SCRPC
- Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101 (1991)
- Zabinski v. Bright Acres Assocs., 346 S.C. 580 (2001)
- Towles v. United HealthCare Corp., 338 S.C. 29 (1999)
- Roberts v. Gaskins, 327 S.C. 478 (1997)
- Mortgage Elec. Registration Sys., Inc. v. White, 384 S.C. 606 (2009)
- Myrtle Beach Hosp., Inc. v. City of Myrtle Beach, 341 S.C. 1 (2000)
- S.C. Code Ann. § 37-10-102

II. STATEMENT OF ISSUES ON APPEAL

1. Whether the trial court erred in granting summary judgment where genuine issues of material fact remained.

2. Whether the trial court erred in entering judgment in favor of a party who lacked standing and failed to produce a valid chain of title.

3. Whether the trial court failed to consider material non-disclosures and unjust enrichment arising from an improperly structured financial

agreement.

III. STATEMENT OF THE CASE

This appeal arises from a dispute involving the repossession of a vehicle and a resulting money judgment against Appellants Brittney L. Golson and Tremaine Golson aka Tremain D. Golson. The Respondent, Brittney L. Greene, was not a party to the original transaction involving the Appellants but claimed the right to enforce a financial agreement against them.

The trial court denied Appellants' motion to dismiss and subsequently granted summary judgment in favor of the Respondent. Appellants now seek reversal, asserting the Respondent lacked standing, failed to demonstrate a valid chain of title, and failed to comply with required consumer disclosures.

IV. STANDARD OF REVIEW

Summary Judgment: Reviewed de novo. Summary judgment is proper only where there is no genuine issue of material fact. *Baughman v. AT&T*, 306 S.C. 101 (1991).

Standing and Contract Formation: Reviewed de novo, as they are legal questions.

V. ARGUMENT

A. Summary Judgment Was Improper Where Disputed Facts Exist

The trial court erred in granting summary judgment when key facts remained unresolved, including whether the Respondent had legal authority to enforce the alleged agreement and whether material disclosures were made.

B. Arbitration Was Not Applicable to the Contract at Issue

Appellants' motion to compel arbitration referenced a separate warranty agreement. However, the enforceable finance agreement lacked an arbitration clause. Because the Respondent was not a party to the warranty contract, the trial court correctly found arbitration inapplicable.

C. Respondent Failed to Prove Standing or Chain of Title

As held in *Mortgage Elec. Registration Sys., Inc. v. White*, 384 S.C. 606 (2009), an assignee must show a valid chain of title to enforce a contract. Respondent

provided no valid assignment, endorsement, or evidence of lawful ownership of the finance agreement.

D. The Contract Fails for Lack of Consideration and Required Disclosures

No new consideration passed between Appellants and Respondent. Under *Roberts v. Gaskins*, 327 S.C. 478 (1997), mutual consideration is required for a valid

contract. Furthermore, the finance agreement lacked key disclosures as mandated by S.C. Code Ann. § 37-10-102.

E. Respondent Was Unjustly Enriched

Respondent obtained possession of the vehicle and a monetary judgment without proving lawful entitlement. This constitutes unjust enrichment, particularly where no valid contract existed. *Myrtle Beach Hosp., Inc. v. City of Myrtle Beach*, 341 S.C. 1 (2000).

VI. RELIEF REQUESTED

Appellants respectfully request that this Court:

1. Reverse the trial court's grant of summary judgment;
2. Remand for trial on the merits;
3. Dismiss the action for lack of standing by Respondent;
4. Grant such other relief as the Court deems just and proper.

VII. CERTIFICATE OF SERVICE

I certify that a copy of the foregoing brief has been served upon the Respondent's counsel by Certified Mail, addressed as follows:

John S. Kay

240 Stoneridge Dr, Ste 400

Columbia, SC 29202

Date: 05/27/2025

Respectfully submitted,

Brittney L. Golson aka Brittney Golson

Tremaine Golson aka Tremain D. Golson

Greene.Brittney@yahoo.com

8033099064

VIII. DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

Pursuant to Rule 210, SCACR, Appellants designate the following for inclusion in the Record on Appeal:

1. Summons and Complaint
2. Affidavit of Service for Tremaine Golson
3. Affidavit of Service for Brittney L. Greene aka Brittney Golson
4. Answer of Brittney Golson

5. Reply to Motion to Compel Arbitration and Stay
6. Affidavit in Support of Motion to Dismiss and to Compel Arbitration
7. Motion for Summary Judgment
8. Motion to Dismiss and Compel Arbitration
9. Notice of Hearing and Certificate of Service
10. Order Granting Plaintiff Judgment and Dismissing Defendant Motions
11. Notice of Appeal
12. Formal Order Granting Plaintiff Judgment
13. Formal Order Denying Motion to Delay Execution of Judgment