

RECEIVED

Jun 04 2025

SC Court of Appeals

IN THE SOUTH CAROLINA COURT OF APPEALS

Professional Financial
Services, Respondent, v.

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

Appellate Case No.: 2025-000397

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

NOTICE OF FILING RECORD ON APPEAL

PLEASE TAKE NOTICE that the Appellants, Brittney L. Golson and Tremaine D. Golson, hereby file with the So

A copy of the Record on Appeal has been served upon counsel for the Respondent on this 4th day of June, 202

Respectfully submitted,

Brittney L.
Golson 803-
309-9064
greene.brittney@yahoo.com

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

C/A No.:

Professional Financial Services,

Plaintiff,

SUMMONS AND NOTICE

vs.

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

Defendants.

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, Hutchens Law Firm; PO Box 8237; Columbia, SC 29202, within thirty (30) days after service hereof, except as to the United States of America, which shall have Sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special

Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

s/John S. Kay
June 27, 2024
John S. Kay (S.C. Bar #7914)
Hutchens Law Firm
Attorneys for Plaintiff
240 Stoneridge Drive, Suite 400
Columbia, S.C. 29210
(803) 726-2700
john.kay@hutchenslawfirm.com

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Professional Financial Services,

Plaintiff,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

C/A No.:

COMPLAINT

The Plaintiff, Professional Financial Services, complaining of the Defendants, Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson respectfully show unto this Honorable Court:

1. The Plaintiff is banking institution organized under the laws of the State of South Carolina and registered to do business in the State of South Carolina. The Defendants, Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson upon information and and belief, are citizens and residents of Richland County, State of South Carolina.

2. On or about April 14, 2023, Tremaine Golson and Brittney L. Greene executed an Retail Installment Sale Contract-Simple Finance Charge (the "Contract") with Unicar Enterprise LLC in the amount of \$15,270.00. Included in the Contract and executed simultaneously, Unicar Enterprise, assigned the Contract to Professional Financial Services, the Plaintiff herein. A copy of the Contract is attached and incorporated herein as **Exhibit A**.

3. Pursuant to the terms of the Contract, Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson received the sum of \$15,270.00 in financing from the Plaintiff, and said Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a

Brittney L. Golson agreed to repay to Plaintiff the amount shown on the Contract, plus interest at rate of interest of 18.99%.

4. In order to secure the repayment of the amount in the Contract, the Defendants Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson, also gave the Plaintiff a security interest in a 2014 GMC Yukon, VIN #1GKS1CE09ER210569. The Plaintiff's security interest appears on the vehicle's Certificate of Title filed with the South Carolina Department of Motor Vehicles. A copy of the Lien and Title Information is attached hereto as **Exhibit B**.

5. That by virtue of the Defendants' wrongful detention of the 2014 GMC Yukon, VIN #1GKS1CE09ER210569, Plaintiff has been damaged in that it has been denied use of the funds which it is entitled under the Contract and the use of the collateral, which is depreciating in value.

6. The Plaintiff is entitled to have 2014 GMC Yukon, VIN #1GKS1CE09ER210569 repossessed by the Sheriff of Richland County, and placed in the hands of the Plaintiff to be disposed of in a commercially reasonable manner.

7. The Defendants have failed to make any payments at all under the Contract and the Plaintiff through its attorney mailed a demand letter to the Defendants on September 25, 2023, but the payments have not been made despite demands by Plaintiff and the Defendants have defaulted under the payment provisions of the Contract, by failing to pay the Contract on a timely and punctual basis.

8. Under the terms of the Contract, Defendants' failure to make the payments allows Plaintiff to declare the entire remaining principal amount, accrued interest, and accrued charges due and payable, which Plaintiff has elected to do.

9. Pursuant to the Verification of Account, a copy of which is attached and incorporated herein as Exhibit C, there is due and owing from Defendants to Plaintiff the principal amount of \$14,424.00; interest in the amount of \$1,556.12 and late charges in the amount of \$160.34.

10. The Contract entitles Plaintiff to recover from Defendants any costs or expenses, including attorney's fees, incurred by Plaintiff in enforcing the terms of the Contract.

11. Plaintiff is therefore entitled to judgment against Defendants, Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson for the principal amount of \$14,424.00; interest in the amount of \$1,556.12 and late charges in the amount of \$160.34.

12. The Plaintiff is also entitled to a judgment from the Court granting it repossession of the 2014 GMC Yukon, VIN #1GKS1CE09ER210569 and authorizing the Sheriff of Richland County to pick up the 2014 GMC Yukon, VIN #1GKS1CE09ER210569 and deliver it to the Plaintiff, with the right to dispose of the vehicle in a commercially reasonable manner.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein and:

- a) That Plaintiff have judgment against Defendants, Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson for the principal amount of \$14,424.00; interest in the amount of \$1,556.12 and late charges in the amount of \$160.34, including reasonable attorney's fees.
- b) That the Plaintiff have judgment for repossession of the 2014 GMC Yukon, VIN #1GKS1CE09ER210569 with the right to dispose of it in a commercially reasonable manner and the Sheriff of Richland County be authorized to pick up the vehicle and deliver it to the Plaintiff.

c) For such other and further relief as may be just and proper.

s/John S. Kay
June 27, 2024
John S. Kay (S.C. Bar #7914)
Hutchens Law Firm
Attorneys for Plaintiff
240 Stoneridge Drive, Suite 400
Columbia, S.C. 29210
(803) 726-2700
john.kay@hutchenslawfirm.com

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PROFESSIONAL FINANCIAL SERVICES
PLAINTIFF,

vs:
TREMAINE GOLSON, et al

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS

C/A NO: 2024-CP-40-03931

AFFIDAVIT OF SERVICE

1375326

Service of Process on: Tremaine Golson aka Tremaine D. Golson

The undersigned, being first duly sworn, on oath deposes and states: That s/he is now and at all times herein mentioned a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named above, and is competent to be a witness therein.

Documents Served:

- LP
- Summons & Complaint
- Interrogatories
- Certificate From Exemption ADR
- Amended LP
- Amended Summons & Complaint
- Productions
- Amended Certificate of Exemption from ADR
- Rule to Show Cause
- Notice to Appear
- Exhibits

This affiant served the above-described documents at 7628 STONE STREET, COLUMBIA SC 29209 on the 6TH day of July, 2024, at 12:45 PM by delivering copies of same to:

INDIVIDUAL SERVICE MET DEFENDANT AT

SUBSTITUTE SERVICE by leaving a copy of the above-described documents at his/her usual place of abode with (relationship/paralegal) a person residing therein of suitable age and discretion who confirmed the Defendant resides at the above address and informed that person of the contents thereof.

CORPORATE OR GOVERNMENT SERVICE by leaving a copy of this process with (Title) person authorized to accept service and informed that the person of the contents thereof.

MILITARY No MOBILE HOME PICTURES E-MAILED

MARRIED

HOUSE

OWNER OCCUPIED:

MOBILE HOME:

PROPERTY ADDRESS: _____

COMMENTS: _____

THE DESCRIPTION OF THE PERSON WITH WHOM THE COPY OF THIS PROCESS WAS LEFT IS AS FOLLOWS:
Age 30/3 Gender Female Race B Height 62 Weight 220 Hair BLACK Glasses NO

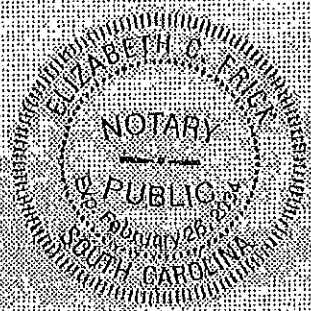
Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that he/she is over the age of 18 and is not interested party in this action.

NAME: Jerry Frick [Signature] 7/10/24
Print Signature Date

Notary Public: Subscribed and sworn before me on this 10th day of July, in the year of 2024
Personally known to me or identified by the following document:

Notary Public for SOUTH CAROLINA
Commission Expiration: 2/26/2034 Type: _____

Elizabeth C. Frick
Name of Public (Legal Signature)



FILED FOR RECORDATION FILED 2024 JUL 13 3:30 AM RICHLAND COUNTY COMMON PLEAS CASE 2024-CP-40-03931

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PROFESSIONAL FINANCIAL SERVICES
PLAINTIFF

vs.
TREMAINE GOLSON, et al

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS

C/A NO: 2024-CP-40-03931

AFFIDAVIT OF SERVICE

1375526

Service of Process on: Britney L. Greene aka Britney L. Golson

The undersigned, being first duly sworn, on oath deposes and states: That s/he is now and at all times herein mentioned a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named above, and is competent to be a witness therein.

Documents Served:

- | | | |
|---|--|--|
| <input type="checkbox"/> J.P | <input type="checkbox"/> Amended J.P | <input type="checkbox"/> Rule to Show Cause |
| <input checked="" type="checkbox"/> Summons & Complaint | <input type="checkbox"/> Amended Summons & Complaint | <input type="checkbox"/> Notice to Appear |
| <input type="checkbox"/> Interrogatories | <input type="checkbox"/> Productions | <input checked="" type="checkbox"/> Exhibits |
| <input type="checkbox"/> Certificate From Exemption ADR | <input type="checkbox"/> Amended Certificate of Exemption from ADR | |

This affiant served the above-described documents at 7628 STONE STREET, COLUMBIA SC 29209 on the 6TH day of July, 2024 at 12:45 PM by delivering copies of same to:

INDIVIDUAL SERVICE MET DEFENDANT AT

SUBSTITUE SERVICE by leaving a copy of the above-described documents at his/her usual place of abode with Tremaine Golson (relationship/paralegal) Co Resident / Spouse a person residing therein of suitable age and discretion who confirmed the Defendant resides at the above address and informed that person of the contents thereof.

CORPORATE OR GOVERNMENT SERVICE by leaving a copy of this process with _____ (Title) _____ a person authorized to accept service and informed that the person of the contents thereof.

MILITARY No MOBILE HOME PICTURES E-MAILED _____
 MARRIED _____
 HOUSE PROPERTY ADDRESS: _____
 OWNER OCCUPIED _____
 MOBILE HOME COMMENTS: _____

THE DESCRIPTION OF THE PERSON WITH WHOM THE COPY OF THIS PROCESS WAS LEFT IS AS FOLLOWS:
Age 30'S Gender Female Race B Height 6'2 Weight 220 Hair BLACK Glasses NO

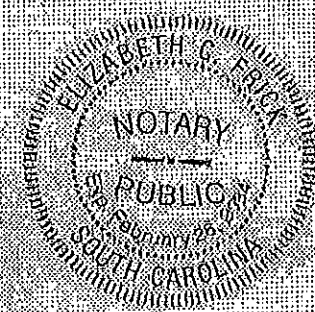
Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that he/she is over the age of 18 and is not interested party in this action.

NAME: Jerry Erick _____ 7/10/24
Print Signature Date

Notary Public: Subscribed and sworn before me on this 10th day of July, in the year of 2024.
Personally known to me or identified by the following document:

Notary Public for SOUTH CAROLINA _____ Type _____
Commission Expiration 2/26/2034

Elizabeth C. Erick
Notary Public (Legal Signature)



ELECTRONICALLY FILED 2024 JUL 10 12:45 PM RICHLAND COUNTY COMMON PLEAS CASE 2024-CP-40-03931

STATE OF SOUTH CAROLINA,)
)
COUNTY OF RICHLAND)
)
Professional Financial Services)
)
Plaintiff,)
)
vs.)
)
Brittney Golson, Tremaine Golson)

IN THE COURT OF COMMON PLEAS

ANSWER

FILE NO. 2024CP4003931

Defendant,)

TO THE PLAINTIFF ABOVE-NAMED;

RICHLAND COUNTY
FILED
2024 JUL 23 PM 1:25
JEANETTE W. McBRIDE
C.C.P., G.S., & F.C.

MOTION TO COMPEL ARBITRATION & STAY PROCEEDINGS

1. The Defendant's Brittney Golson and Tremaine Golson hereby moves this court to compel arbitration & stay the proceedings in this case.
2. The contract referenced in the complaint filed with the court contains a binding arbitration provision mandating that any and all disputes be resolved in arbitration.
3. A copy of the agreement is attached to this motion and was attached to the complaint.
4. This motion is brought pursuant to South Carolina Code of Laws Title 15 Chapter 48 Section 15-48-10
5. The Defendant, pursuant to the agreement, demands arbitration in a manner consistent with the arbitration agreement.

Brittney Golson
7628 Stone Street
Columbia SC 29209

Greene, Brittney

To: Brittney Golson
Subject: RE: [EXTERNAL] Fw: AAA DOCUMENT RECEIPT- 012400064287

From: Brittney Golson <golson.brittney@yahoo.com>
Sent: Monday, July 22, 2024 2:45 PM
To: Greene, Brittney <Brittney.Greene2@va.gov>
Subject: [EXTERNAL] Fw: AAA DOCUMENT RECEIPT- 012400064287

----- Forwarded Message -----
From: "do-not-reply@adr.org" <do-not-reply@adr.org>
To: "golson.brittney@yahoo.com" <golson.brittney@yahoo.com>
Sent: Friday, July 12, 2024 at 11:18:08 AM EDT
Subject: AAA DOCUMENT RECEIPT- 012400064287



AMERICAN ARBITRATION ASSOCIATION

DOCUMENT RECEIPT

YOUR AAA CASE NUMBER:012400064287

Thank you for choosing American Arbitration Association. Please print a copy of this page for your records.

Basic Filing Information

Brittney Golson
8033099064
golson.brittney@yahoo.com

Parties: UNICAR ENTERPRISE,LLC; PROFESSIONAL FINANCIAL SERVICES Violation of Truth In lending Violation of Consumer Law Violation of Securities Fraud Violations of Banking Laws Misrepresentation Violations of Contract Laws

Filing Fee
Charged



Documents received on July 12, 2024 at 11:17 AM Eastern Time.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Case No. 2024-CP-40-03931

Professional Financial Services,

PLAINTIFF,

vs.

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

DEFENDANTS.

**PLAINTIFF'S REPLY TO MOTION TO
COMPEL ARBITRATION AND STAY
PROCEEDING FILED BY DEFENDANT
BRITTNEY L. GREENE A/K/A
BRITTNEY L. GOLSON**

Plaintiff Professional Financial Service ("Plaintiff"), hereby replies to Motion to Compel Arbitration and Stay Proceedings ("Motion") filed by Defendant, Brittney L. Greene a/k/a Brittney L. Golson, ("Defendant") as follows:

The Defendant's Retail Installment Sale Contract (A copy of which is attached hereto as **Exhibit A**) executed on April 14, 2023 does not contain a mandatory arbitration provision as alleged by the Defendant in Paragraph 2 of Defendant's Motion. The Defendant's Motion references an attachment of the Arbitration Agreement in Paragraph #3, but the only attachment to Defendant's Motion is a Document Receipt from American Arbitration Association which Defendant herself completed on July 12, 2024. This Document Receipt is not part of the Retail Installment Sales Contract executed by the Defendant and was not attached to the Complaint filed by Plaintiff on June 27, 2024.

In Paragraph #4 Defendant alleges that her Motion is brought pursuant to South Carolina Code of Laws Title 15 Chapter 48 Section 15-48-10. However, this code section is not applicable to the contract between the parties as the contract does not contain an arbitration clause.

The Pleadings filed by the Defendant failed to cite any applicable statutory authority or case law in support of her Motion. The Defendant has not disputed that she signed the Retail Installment Sale Contract giving rise to the within collection action, nor has she disputed the default on the Retail Installment Sale Contract.

WHEREFORE, having fully replied to the Motion to Compel Arbitration and Stay Proceedings of Defendant, Brittney L. Greene a/k/a Brittney L. Golson, Plaintiff requests the Court issue an Order:

- A. Denying the Defendant's Motion;
- B. An Order granting judgment in favor of the Plaintiff.
- C. Awarding Plaintiff any such other relief as the Court deems just and proper.

s/ John S. Kay
John S. Kay, SC Bar No. 7914
Hutchens Law Firm LLP
240 Stoneridge Drive, Suite #400
P. O. Box 8237
Columbia, SC 29202
Telephone: 803-726-2700
Email: john.kay@hutchenslawfirm.com
ATTORNEYS FOR PLAINTIFF

September 9, 2024

IN THE COURT OF COMMON PLEAS
1701 MAIN STREET COLUMBIA SC 29201
STATE OF SOUTH CAROLINA

Professional Financial Services,)
Plaintiff,)
)
vs.)
)
Brittney L. Golson, Brittney L. Greene,)
Tremaine Golson, Tremaine D. Golson)
)
Aggrieved Defendants.)

Case No. 2024CP400393

JANETTE W. McBRIDE
C.C.P., G.S., & F.C.

2024 OCT -4 PM 4: 18

RICHLAND COUNTY
FILED

**AFFIDAVIT IN SUPPORT OF MOTION TO DISMISS AND COMPEL
ARBITRATION**

We, Brittney Latasha Golson, Brittney Latasha Greene, Tremaine Golson, Tremaine D'angelo Golson, being duly sworn, depose and say as follows:

1. Jurisdiction and Venue

- 1.1. I affirm that this Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1343, as the claims raised involve violations under 42 U.S.C. § 1983.
- 1.2. The alleged claims stem from violations of the Fifth and Fourteenth Amendments of the United States Constitution, involving deprivations of due process rights under color of law.
- 1.3. Venue is proper pursuant to 28 U.S.C. § 1391(b), as the events giving rise to the claims occurred within this judicial district.

2. Legal Standard for Due Process Claims

- 2.1. Pursuant to 42 U.S.C. § 1983, due process violations occur when a government actor, acting under color of law, deprives an individual of life, liberty, or property without a fair process, as established by **Mathews v. Eldridge**, 424 U.S. 319 (1976).
- 2.2. In **Goldberg v. Kelly**, 397 U.S. 254 (1970), it was further confirmed that due process mandates a fair and impartial hearing. I assert that my due process rights were violated when the court ruled on a motion prematurely without allowing for a complete hearing and proper presentation of evidence.

3. Qualified Immunity

- 3.1. Qualified immunity does not apply where government officials violate clearly established statutory or constitutional rights, as set forth in **Harlow v. Fitzgerald**, 457 U.S. 800 (1982).
- 3.2. Judicial immunity is similarly inapplicable when judges act outside of their judicial duties or take on administrative actions, as established by **Forrester v. White**, 484 U.S. 219 (1988).

3.3. In this case, I allege that the Plaintiff, acting in a judicial capacity, made premature rulings on motions, failing to consider my evidence, which violated my clearly established due process rights.

4. Remedies

4.1. I seek compensatory and punitive damages as provided under 42 U.S.C. § 1983 for the deprivation of my constitutional rights. The Supreme Court has held in *Carey v. Piphus*, 435 U.S. 247 (1978), that such damages are appropriate to deter and punish reckless or willful violations of constitutional rights.

4.2. Additionally, under 42 U.S.C. § 1988, I request the award of attorney's fees as a prevailing party in this action brought under 42 U.S.C. § 1983.

5. Relevant Case Law and Statutes

5.1. I cite the following relevant statutes and case law in support of my motion:

- 42 U.S.C. § 1983: Civil action for the deprivation of rights.
- 28 U.S.C. § 1331: Federal question jurisdiction.
- 28 U.S.C. § 1343: Civil rights jurisdiction.
- 28 U.S.C. § 1391(b): Proper venue.
- Fifth Amendment: Protection of due process rights.
- Fourteenth Amendment: Protection against state action depriving due process and equal protection.
- *Mathews v. Eldridge*, 424 U.S. 319 (1976): Due process requirements.
- *Goldberg v. Kelly*, 397 U.S. 254 (1970): Right to a fair hearing before deprivation.
- *Forrester v. White*, 484 U.S. 219 (1988): Judicial immunity not applicable for administrative actions.
- *Harlow v. Fitzgerald*, 457 U.S. 800 (1982): Qualified immunity limitations.
- *Carey v. Piphus*, 435 U.S. 247 (1978): Damages for constitutional violations.
- *Stump v. Sparkman*, 435 U.S. 349 (1978): Limits on judicial immunity when acting outside jurisdiction.

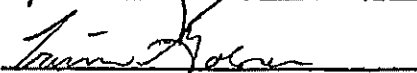
Conclusion

Wherefore, I respectfully request that this Court dismiss the action for lack of personal jurisdiction, compel arbitration, and provide any other relief the Court deems just and proper.

I declare under penalty of perjury that the foregoing is true and correct.

4th day of October 2024

Signature: 

Signature: 

Brittney Latasha Golson, Brittney Latasha Greene
Tremain D'angelo Golson, Tremain Golson

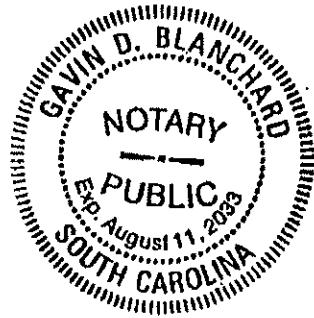
Notary Public

Subscribed and sworn to before me this 2nd day of October 2024.

Notary Signature: 

Notary Public, State of South Carolina

My Commission Expires:



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A NO: 2024-CP-40-03931

Professional Financial Services.,

PLAINTIFF,

vs.

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

DEFENDANTS.

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR SUMMARY JUDGMENT**

**TO: DEFENDANTS, TREMAINE GOLSON A/K/A TREMAINE D. GOLSON AND
BRITTNEY L. GREENE A/K/A BRITTNEY L. GOLSON**

PLEASE TAKE NOTICE that Professional Financial Services ("Plaintiff"), through its undersigned counsel, will move before the Court of Common Pleas for Richland County, on the 10th day after service hereof at the Richland County Judicial Center, 1701 Main Street, Columbia, South Carolina 29201, or as soon thereafter as may be convenient to the Court and counsel, for an Order granting Plaintiff summary judgment on its Complaint and on Defendants Motion to Compel Arbitration and Stay Proceedings pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. The Plaintiff makes this motion on the grounds that there is no genuine issue as to any material fact, and the Plaintiff is entitled to judgment and repossession of the collateral which is the subject on this action as a matter of law on all claims and motions. Attached hereto and

ELECTRONICALLY FILED - 2024 Oct 07 11:21 AM - RICHLAND - COMMON PLEAS - CASE#2024CP4003931

incorporated herein as **Exhibit 1** is Plaintiff's Affidavit in support of this motion. In addition to Exhibit 1, this motion is based on the pleadings in this case, any memorandum and subsequent affidavits Plaintiff submits in support, and applicable South Carolina case and statutory law.

Dated: October 7, 2024

RESPECTFULLY SUBMITTED,

s/ John S. Kay
John S. Kay (S.C. Bar No. 7914)
HUTCHENS LAW FIRM LLP
P.O. Box 8237 (29202)
240 Stoneridge Dr., Suite 400
Columbia, SC 29210
(803) 726-2700
john.kay@hutchenslawfirm.com
Attorney for Plaintiff
Professional Financial Services

STATE OF SOUTH CAROLINA

COUNTY OF _____

IN THE COURT OF COMMON PLEAS
_____ JUDICIAL CIRCUIT

CASE NO.: 2024-CP-40-3931

Professional Financial Services
Plaintiff,

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

vs.

Brittney L. Gobson
Tremaine D. Gobson Defendant.

FILED
2024 OCT 25 PM 4:11
JANETTE W. MCSPECK
CLERK, C.S. & F.

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____
---	---

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information
Nature of Motion: Dismiss Arbitration
Estimated Time Needed: _____ Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type
 Written motion attached
 Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.
Brittney L. Gobson All rights Reserved
Signature of Attorney for Plaintiff / Defendant Date submitted _____

SECTION III: Motion Fee
 PAID - AMOUNT: \$ _____
 EXEMPT: (check reason) Rule to Show Cause in Child or Spousal Support
 Domestic Abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRPC)
 Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
 Other: _____

JUDGE'S SECTION
 Motion Fee to be paid upon filing of the attached order.
 Other: _____ JUDGE CODE _____
Date: _____

CLERK'S VERIFICATION
Collected by: WJM Date Filed: 10/25/24
 MOTION FEE COLLECTED: \$ _____
 CONTESTED - AMOUNT DUE: \$ _____

IN THE COURT OF COMMON PLEAS
1701 MAIN STREET COLUMBIA SC 29201
STATE OF SOUTH CAROLINA

SOUTHLAND COUNTY
FILED

2024 OCT 25 PM 4: 21

FRANETTE W. McBRIDE
Clerk of Court

Case No. 2024CP40039

Professional Financial Services,)
Plaintiff,)
)
vs.)
)
Brittney L. Golson, Brittney L. Greene,)
Tremaine Golson, Tremaine D. Golson)
)
Aggrieved Defendants.)

~~AFFIDAVIT IN SUPPORT OF MOTION TO DISMISS AND COMPEL~~
ARBITRATION

We, Brittney Latasha Golson, Brittney Latasha Greene, Tremaine Golson, Tremaine D'angelo Golson, being duly sworn, depose and say as follows:

1. Jurisdiction and Venue

- 1.1. I affirm that this Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1343, as the claims raised involve violations under 42 U.S.C. § 1983.
- 1.2. The alleged claims stem from violations of the Fifth and Fourteenth Amendments of the United States Constitution, involving deprivations of due process rights under color of law.
- 1.3. Venue is proper pursuant to 28 U.S.C. § 1391(b), as the events giving rise to the claims occurred within this judicial district.

2. Legal Standard for Due Process Claims

- 2.1. Pursuant to 42 U.S.C. § 1983, due process violations occur when a government actor, acting under color of law, deprives an individual of life, liberty, or property without a fair process, as established by **Mathews v. Eldridge**, 424 U.S. 319 (1976).
- 2.2. In **Goldberg v. Kelly**, 397 U.S. 254 (1970), it was further confirmed that due process mandates a fair and impartial hearing. I assert that my due process rights were violated when the court ruled on a motion prematurely without allowing for a complete hearing and proper presentation of evidence.

3. Qualified Immunity

- 3.1. Qualified immunity does not apply where government officials violate clearly established statutory or constitutional rights, as set forth in **Harlow v. Fitzgerald**, 457 U.S. 800 (1982).
- 3.2. Judicial immunity is similarly inapplicable when judges act outside of their judicial duties or take on administrative actions, as established by **Forrester v. White**, 484 U.S. 219 (1988).

3.3. In this case, I allege that the Plaintiff, acting in a judicial capacity, made premature rulings on motions, failing to consider my evidence, which violated my clearly established due process rights.

4. Remedies

4.1. I seek compensatory and punitive damages as provided under 42 U.S.C. § 1983 for the deprivation of my constitutional rights. The Supreme Court has held in *Carey v. Piphus*, 435 U.S. 247 (1978), that such damages are appropriate to deter and punish reckless or willful violations of constitutional rights.

4.2. Additionally, under 42 U.S.C. § 1988, I request the award of attorney's fees as a prevailing party in this action brought under 42 U.S.C. § 1983.

5. Relevant Case Law and Statutes

5.1. I cite the following relevant statutes and case law in support of my motion:

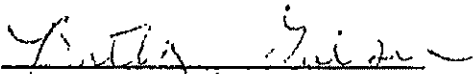
- 42 U.S.C. § 1983: Civil action for the deprivation of rights.
- 28 U.S.C. § 1331: Federal question jurisdiction.
- 28 U.S.C. § 1343: Civil rights jurisdiction.
- 28 U.S.C. § 1391(b): Proper venue.
- Fifth Amendment: Protection of due process rights.
- Fourteenth Amendment: Protection against state action depriving due process and equal protection.
- *Mathews v. Eldridge*, 424 U.S. 319 (1976): Due process requirements.
- *Goldberg v. Kelly*, 397 U.S. 254 (1970): Right to a fair hearing before deprivation.
- *Forrester v. White*, 484 U.S. 219 (1988): Judicial immunity not applicable for administrative actions.
- *Harlow v. Fitzgerald*, 457 U.S. 800 (1982): Qualified immunity limitations.
- *Carey v. Piphus*, 435 U.S. 247 (1978): Damages for constitutional violations.
- *Stump v. Sparkman*, 435 U.S. 349 (1978): Limits on judicial immunity when acting outside jurisdiction.

Conclusion

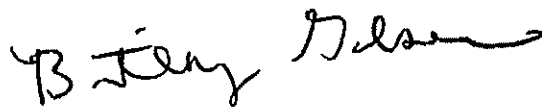
Wherefore, I respectfully request that this Court dismiss the action for lack of personal jurisdiction, compel arbitration, and provide any other relief the Court deems just and proper.

I declare under penalty of perjury that the foregoing is true and correct.

4th day of October 2024

Signature: 

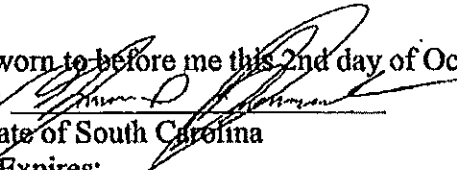
Signature: 



Brittney Latasha Golson, Brittney Latasha Greene
Tremaine D'angelo Golson, Tremaine Golson

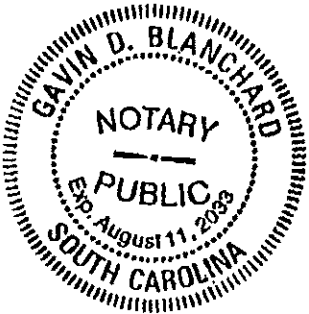
Notary Public

Subscribed and sworn to before me this 2nd day of October 2024.

Notary Signature: 

Notary Public, State of South Carolina

My Commission Expires:



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

Professional Financial Services,
PLAINTIFF,

vs.

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

DEFENDANTS.

NOTICE OF HEARING

C/A NO: 2024-CP-40-03931

A hearing on Plaintiff's Motion for Summary Judgment has been scheduled in this matter before the Honorable Milton Kimpson at the Richland County Judicial Center, 1701 Main Street, Columbia, South Carolina 29201 on January 7, 2025 at 9:30 a.m.

s/John S. Kay

November 25, 2024

John S. Kay (S.C. Bar No. 7914)

Attorneys for Plaintiff

Hutchens Law Firm LLP

P.O. Box 8237

Columbia, SC 29202

(803) 726-2700

john.kay@hutchenslawfirm.com

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

Professional Financial Services,
PLAINTIFF,

vs.

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

DEFENDANTS.

CERTIFICATE OF MAILING

C/A NO: 2024-CP-40-03931

I certify that I **Brigitte Dull** have deposited on this date in the US Mail, with proper First-Class® postage attached, a copy of *Plaintiff's Notice of Hearing* to each of the defendants above at the following address(es):

Tremaine Golson a/k/a Tremaine D. Golson
7628 Stone Street
Columbia, SC 29209

Brittney L. Greene a/k/a Brittney L. Golson
7628 Stone Street
Columbia, SC 29209

This the 25 date of November, 2024

BY: Brigitte Dull
Brigitte Dull

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, except as stated below in the instance of bankruptcy protection.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

Professional Financial Services
PLAINTIFF(S)

Tremaine Golson et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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- 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

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:

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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

**FORM 4
NOTICE OF APPEAL FROM A SENTENCE IMPOSED BY THE
COURT OF GENERAL SESSIONS**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]**

RECEIVED

MAR 03 2025

**APPEAL FROM RICHLAND COUNTY
Court of General Sessions**

SC Court of Appeals

Milton G Kimpston, Circuit Court

Judge

Case No. 2024-CP-40-03931

Professional Financial Services

Respondent,

v.

**Brittney L Golson, Brittney L Greene,
Tremaine D Golson, Tremaine
Golson**

Appellant.

NOTICE OF APPEAL

Brittney L Golson, Brittney L Greene, Tremaine D. Golson, Tremaine Golson appeals their conviction and sentence in this case on March 3, 2025. The sentence was imposed by the Honorable Milton G, Kimpston received on March 3, 2025. The notice of appeal is currently being served within the thirty days after receipt of a written notice of entry of order or judgement.

**RICHLAND COUNTY
FILED
2025 MAR -3 PM 12:55
JEANETTE M. MCBRIDE
C.C.P. & S. & F.C.**

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)

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 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

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Court Reporter:

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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

Professional Financial Services
PLAINTIFF(S)

Tremaine Golson et al
DEFENDANT(S)

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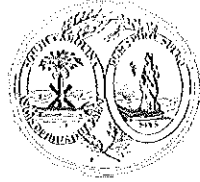
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2. The Defendants' Motion to Compel Arbitration is DENIED. The Plaintiff's action is grounded upon the breach of a "Retail Installment Sale Contract" (Sale Contract) executed by the Defendants. The Court has carefully reviewed the Sale Contract and 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.

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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

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s/Milton G. Kimpson 2783

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

Professional Financial Services
PLAINTIFF(S)

Tremaine Golson et al
DEFENDANT(S)

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 Other

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

This matter came before the Court pursuant to the Defendants' Motion to Stay Execution of Judgment Pending Appeal (Motion). On March 3, 2025, this Court entered judgement in the amount of \$18,514.00 for the Plaintiff after having granted its Motion for Summary Judgement against the Defendants. The Defendants filed an appeal to the South Carolina Court of Appeals. On May 7, 2025, the Court convened a hearing on Defendants' Motion. The Defendants appeared, pro se. The Plaintiff was represented by its attorney, Greg Woolen.

The Plaintiff's judgement against Defendants is for money owed on an account. The debt was secured by the Defendants' motor vehicle. Allowing the Plaintiff to execute on the judgment will result in the repossession and sale of the vehicle.

ORDER INFORMATION

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For Clerk of Court Office Use Only

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

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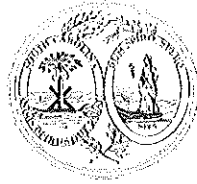
Defendants have shown that they will suffer irreparable harm if their vehicle is repossessed and sold during the pendency of their appeal. The Defendants offer that there is only one vehicle in their household and that they have four children, three of whom are under the age of 18 and in high school. Moreover, the Defendants represent that their one vehicle is their only source of transportation to travel to work. Significantly, one of the Defendants also must engage in frequent travel for medical appointments.

Based on the Defendants' representations, the Court GRANTS their Motion provided they strictly comply with the bond requirements of S.C. Code Ann. 18-9-130(2), which states:

A plaintiff may not enforce a sale of property after a notice of appeal is filed without giving an undertaking or bond to the defendant, with two good sureties, in double the appraised value of the property or double the amount of the judgment, conditioned to pay all damages the defendant may sustain by reason of the sale in case the judgment is reversed. The plaintiff in such a case may not proceed with a sale of defendant's property if the defendant enters into an undertaking, with good sureties, in double the appraised value of the property or the amount of the judgment, to pay the judgment with legal interest and all costs and damages the plaintiff may sustain by reason of the appeal or to produce the property levied on and submit to the sale if the judgment is confirmed. (emphasis added).

Pursuant to this code section, to stay the execution of Plaintiff's judgement and to avoid the repossession and sale of their vehicle, the Defendants must post two bonds, each in the amount of \$37,028.00, with the Plaintiff, Professional Financial Services, named as the beneficiary of each bond. Said bonds must remain in effect during the pendency of Defendants' appeal to pay Plaintiff's judgment, along with interest, costs and damages, by reason of the appeal. After obtaining the bonds, the Defendants must provide the bond documents to Plaintiff's counsel at 240 Stoneridge Drive, Suite 400, Columbia, S.C. 29210, who will notify the Court in the event the bonds are not in proper form.

The Defendants must obtain the bonds in the specified amounts as set forth herein within (10) days of the date of this Order. In the event Defendants fail to do so, the stay of execution will not go into effect and the Plaintiff, after proper notification to the Court, may execute its judgement against the Defendants by engaging in collection activities, to include the repossession and sale of the motor vehicle.



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

IN THE SOUTH CAROLINA 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.

Appellate Case No.: 2025-000397

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

APPELLANTS' BRIEF

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

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.

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.

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.

ARGUMENT

A. Summary Judgment Was Improper Where Disputed Facts Exist B. Arbitration Was Not Applicable to the Contract at Issue C. Respondent Failed to Prove Standing or Chain of Title D. The Contract Fails for Lack of Consideration and Required Disclosures E. Respondent Was Unjustly Enriched

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.

CERTIFICATE OF SERVICE

I certify that I have served a true and correct copy of the Appellants' Brief upon the Respondent by depositing the same in the U.S. Mail, properly addressed and with proper postage affixed, on this 4th day of June, 2025. Served to: John S. Kay 240 Stoneridge Drive, Suite 400 Columbia, SC 29202 By: ■ U.S. Mail Respectfully submitted, Brittney L. Golson a/k/a Brittney Golson Phone: 803-309-9064 Email: greene.brittney@yahoo.com

DESIGNATION OF MATTER TO BE INCLUDED 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

RECEIVED

Jun 04 2025

SC Court of Appeals

June 4, 2025

Clerk of the Court of Appeals
1220 Senate Street
Columbia, SC 29201

RE: Professional Financial Services v. Tremaine Golson and Brittney L. Golson
Appellate Case No.:
2025-000397 Trial
Court Case No.: 2024-
CP-40-03931

Dear Clerk:

Enclosed for filing are the original and six (6) copies of the Record on Appeal in the above-captioned matter, file

Please file accordingly. Should you require anything further, I may be reached at the contact information listed b

Respectfully,

Brittney L.
Golson 803-
309-9064
greene.brittney@yahoo.com