

RECEIVED

Jun 06 2025

SC Court of Appeals

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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.:

SUMMONS AND NOTICE

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

Firm File No.: 1375526

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

1375526

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:

- | | | |
|---|--|--|
| <input type="checkbox"/> LP | <input type="checkbox"/> Amended LP | <input type="checkbox"/> Rule to Show Cause |
| <input checked="" type="checkbox"/> Summons & Complaint | <input type="checkbox"/> Amended Summons & Complaint | <input type="checkbox"/> Notice to Appoint |
| <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

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) _____ 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 62 Weight 220 Hair BLACK Glasses NO

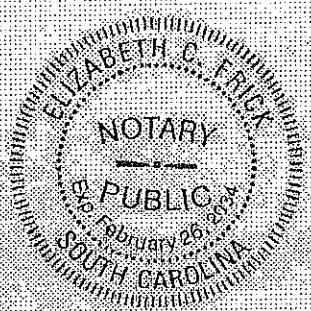
Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that he/she is over the age of 18 and is not interested party in this action.

NAME: Jerry Frick Jerry Frick 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. Frick
Notary Public (Legal Signature)



ELECTRONICALLY FILED - 2024 Jul 11 9:30 AM - RICHLAND - COMMON PLEAS - CASE#2024CP4003931

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:

- 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

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) _____ 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

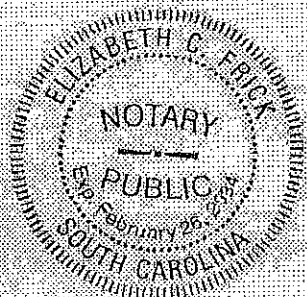
Signature of Process Server: The undersigned declares under penalty of perjury, that the foregoing is true and correct and that he/she is over the age of 18 and is not interested party in this action.

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

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. Frick
Notary Public (Legal Signature)



STATE OF SOUTH CAROLINA,)

COUNTY OF RICHLAND)

Professional Financial Services)

Plaintiff,)

vs.)

Brittney Golson, Tremaine Golson)

Defendant,)

TO THE PLAINTIFF ABOVE-NAMED:

IN THE COURT OF COMMON PLEAS

ANSWER

FILE NO. 2024CP4003931

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

STATE OF SOUTH CAROLINA,)

COUNTY OF RICHLAND)

Professional Financial Services)

Plaintiff,)

vs.)

Brittney Golson, Tremaine Golson)

Defendant,)

TO THE PLAINTIFF ABOVE-NAMED:

IN THE COURT OF COMMON PLEAS

ANSWER

FILE NO. 2024CP4003931

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.
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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.

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

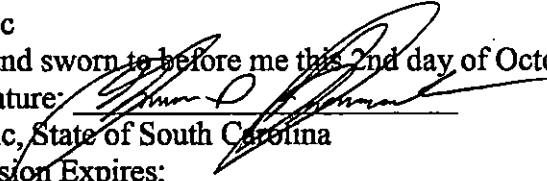
Signature: 

Signature: 

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

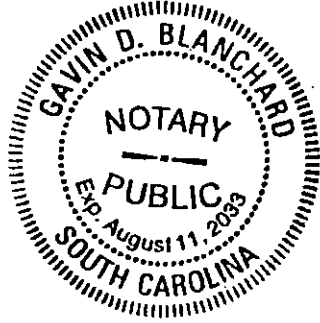
Notary Public

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

Notary Signature: 

Notary Public, State of South Carolina

My Commission Expires:



White, 484 U.S. 219 (1988), the Court held that qualified immunity does not protect a judge from liability for administrative actions.

Plaintiff, in this case, acted outside the scope of judicial duties by making premature rulings without full consideration of the Aggrieved Defendants evidence, thus violating clearly established due process rights.

IV. Remedies

Aggrieved Defendants seek compensatory and punitive damages, as provided by 42 U.S.C. § 1983, for the deprivation of their constitutional rights. The Supreme Court has long held that monetary damages are appropriate to deter and punish willful or reckless constitutional violations (Carey v. Phipus, 435 U.S. 247 (1978)).

Additionally, 42 U.S.C. § 1988 allows for the recovery of attorney's fees for the prevailing party in actions brought under 42 U.S.C. § 1983.

Relevant Case Law and Statutes

42 U.S.C. § 1983 – Civil action for 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) – Venue for federal actions.

Fifth Amendment – Right to due process.

Fourteenth Amendment – Protection against state action depriving due process and equal protection.

Mathews v. Eldridge, 424 U.S. 319 (1976) – Due process requires notice and an opportunity to be heard.

Goldberg v. Kelly, 397 U.S. 254 (1970) – Due process requires a fair hearing before deprivation of life, liberty, or property.

Forrester v. White, 484 U.S. 219 (1988) – Judicial immunity does not apply to administrative actions.

Harlow v. Fitzgerald, 457 U.S. 800 (1982) – Qualified immunity does not protect officials violating clearly established rights.

Carey v. Phipus, 435 U.S. 247 (1978) – Compensatory and punitive damages for constitutional violations.

Stump v. Sparkman, 435 U.S. 349 (1978) – Judicial immunity does not apply if a judge acts without jurisdiction.

x Beth Gelson

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

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-402-3931

Professional Financial Services
Plaintiff,)

vs.)

Brittney L. Gobson
Tremaine D. Gobson Defendant.)

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

FILED
2024 OCT 25 PM 4:11
JANETTE W. MCSHANE
CLERK, C.P.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, SCRCF)
 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: WEM 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

2024 OCT 25 PM 4: 21
FILED
RICHLAND COUNTY
CLERK OF COURT
VANETTE W. MCBRIDE
COURT REPORTER

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

Case No. 2024CP400397

~~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.

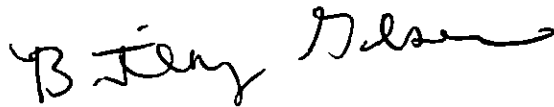
Conclusion

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: 

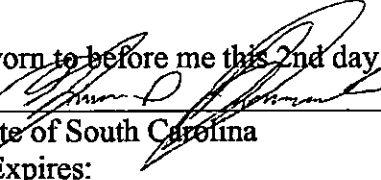


Signature: 

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

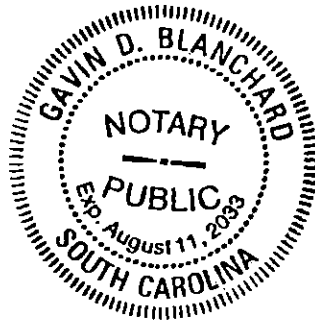
Notary Public

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

CERTIFICATE OF MAILING

Professional Financial Services,
PLAINTIFF,

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

vs.

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

DEFENDANTS.

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)

- 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

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.

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 W. McBRIDE
CLERK, S.C. J.C.**

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-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

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

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

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.

ORDER

This matter came before me for hearing on Plaintiff's Motion for Summary Judgment and Defendants' Motion to Dismiss and Motion to Compel Arbitration. The hearing was held on January 7, 2025 attended by counsel for the Plaintiff, Gregory Wooten, Esq., of Hutchens Law Firm. Also, in attendance were the Defendants Tremaine Golson and Brittney Golson (collectively "Defendants" or "Golsons"), acting *pro se*.

PROCEDURAL HISTORY

1. The Plaintiff's Summons and Complaint were filed in the office for the Clerk of Court for Richland County on June 27, 2024.
2. The Defendants were served with the Summons and Complaint on July 6, 2024.
3. An Answer containing a motion to compel arbitration and stay proceedings was filed on September 16, 2024 by Ms. Golson, which purported to also be filed on behalf of Mr. Golson. Plaintiff's Reply to Motion to Compel Arbitration and Stay Proceeding Filed by Defendant Brittney L. Green a/k/a Brittney L. Golson was filed on September 9, 2024.
4. Defendant filed an Affidavit in Support of Motion to Dismiss and Compel Arbitration, Memorandum of Law in Support of Defendant's Motion to Dismiss and Compel Arbitration, and Notice of Special Appearance on October 4, 2024.
5. Plaintiff's Notice of Motion and Motion for Summary Judgment was filed on October 7, 2024.
6. Defendants filed a second Motion to Dismiss and Compel Arbitration on October 25, 2024. Subsequently, Defendants also filed a Public Records Request for Judge, Bond Information, and Insurance on November 7, 2024.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Plaintiff's Complaint is an action for repossession of a 2014 GMC Yukon vehicle (VIN 1GKS1CE09ER210569) in the possession of the Defendants based upon a default in the payments on Retail Installment Sale Contract executed by the Defendants on April 14, 2023. The Plaintiff's lien is noted on the Certificate of Title with the South Carolina Department of Motor Vehicles. Based upon the Affidavit submitted by Plaintiff in support of its motion, the payments on the loan are in default and are due for the October 3, 2023 installment forward. The following amounts are due on the loan as follows:

a. Principal good through October 3, 2023	\$14,242.00	
b. Interest due from October 3, 2023 through April 30, 2024	\$ 1,556.12	
c. Late charges	\$ 160.34	
d. Attorney Fee	\$ 1,950.00	
e. Collection Costs		
Filing charge for Summons and Complaint	\$180.32	
Service of Process charge	\$330.00	
Motion filing charge	\$ 95.22	\$ 605.54
 TOTAL:		 \$18,514.00

After thoroughly reviewing the parties' written submissions, to include the Retail Installment Sale Contract and excerpts from a warranty agreement, the affidavit in support of the Plaintiff's motion, the pleadings in the case, the parties' testimony, and arguments of counsel, I hereby find, conclude, and ORDER:

I. Defendants' Motion to Dismiss

1. The Defendants' Motion to Dismiss is DENIED
2. Defendants argue 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.
3. 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.

II. Defendants' Motion to Compel Arbitration

4. The Defendants' Motion to Compel Arbitration is DENIED.
5. 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.

6. 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.
7. 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.

III. Plaintiff’s Motion for Summary Judgment

8. 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.
9. Although they filed a Motion to Dismiss and Compel Arbitration, the Defendants failed to respond to Plaintiff’s Motion for Summary Judgment.
10. 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 as to its action for repossession of the 2014 GMC Yukon (VIN 1GKS1CE09ER210569) with the right to dispose of the same in a commercially reasonable manner, as well as for resulting damages for unpaid amounts on the loan with Defendants, to include the interest, late fees, costs and attorney’s fees as outlined, below.

It is, therefore, ORDERED that the Plaintiff have judgment against the Defendants Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson as follows:

a.	Principal good through October 3, 2023	\$14,242.00	
b.	Interest due from October 3, 2023 through April 30, 2024	\$ 1,556.12	
c.	Late charges	\$ 160.34	
d.	Attorney Fee	\$ 1,950.00	
e.	Collection Costs		
	Filing charge for Summons and Complaint	\$180.32	
	Service of Process charge	\$330.00	
	Motion filing charge	\$ 95.22	\$ 605.54
	TOTAL:		\$18,514.00

It is further ORDERED that the Plaintiff have judgment against the Defendants Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson 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 or

Sheriff of the County where the vehicle is located is authorized to assist in the pickup of the 2014 GMC Yukon, VIN #1GKS1CE09ER210569 and deliver it to the Plaintiff.

It is further ORDERED that if personal service cannot be reasonably achieved, then service of this Order for Judgment and Order for Repossession may be accomplished by personal service or by posting this document upon the door of the dwelling or some other prominent place on the property by the Sheriff of Richland County Sheriff of the County where the vehicle is located

AND IT IS SO ORDERED.

JUDGE, MILTON G. KIMPSON'S SIGNATURE PAGE TO FOLLOW:

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2024-CP-40-03931

Professional Financial Services,
PLAINTIFF,

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

Submitted by: John S. Kay (S.C. Bar No. 7914), Ashley Z. Stanley (S.C. Bar No. 74854), Alan M. Stewart (S.C. Bar No. 15576), Sarah O. Leonard (S.C. Bar No. 80165),

Attorney for : Plaintiff Defendant or
 Self-Represented Litigant

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. See Page 2 for additional information.
- 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

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:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : Claim and Delivery Action

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s))	Judgment Against (List name(s))	Judgment Amount To be Enrolled (List amount(s))
Professional Financial Services	Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson	\$18,514.00

If applicable, describe the property, including tax map information and address, referenced in the order: 2014 GMC Yukon, VIN #1GKS1CE09ER210569

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Presiding Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2024 and a copy mailed first class or placed in the appropriate attorney’s box on this _____ day of _____, 2024 to attorneys of record or to parties (when appearing pro se) as follows:

John S. Kay (S.C. Bar No. 7914), (S.C. Bar No. 13589),
Sarah O. Leonard (S.C. Bar No. 80165), Ashley Z. Stanley
(S.C. Bar No. 74854), Alan M. Stewart (S.C. Bar No. 15576)

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ELECTRONICALLY FILED - 2025 Mar 17 12:19 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4003931

FORM 4 ATTACHMENT

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



Richland Common Pleas

Case Caption: Professional Financial Services vs Tremaine Golson , defendant, et al

Case Number: 2024CP4003931

Type: Order/Judgment and Form 4

IT IS SO ORDERED.

s/Milton G. Kimpson 2783

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

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:

In response to this Court's May 7, 2025 Order Granting the Defendants' Motion to Stay Execution of Judgement upon the condition that Defendants post bonds, the Defendants filed a Motion Pursuant to Rule 60(a), SCRPC (Motion) seeking to correct a clerical error. In pertinent part, the Defendants' motion asserts:

1. The Court's Final Order incorrectly identifies the parties by reversing the designations of Plaintiff and Defendants.
2. This constitutes a clerical error affecting the clarity and legal integrity of the order. The incorrect designation may create confusion in enforcement, appeal, and the calculation of related obligations such as bond.

4. Correcting this error will not prejudice any party, and no substantive changes are being requested. (emphasis added)

Defendants' Motion is DENIED. The Court has found no clerical error in its May 7, 2025 Order and the Defendants' Motion does not specifically identify any such error.

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 06/05/2025 .

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.

Further, the Defendants have acknowledged that they are “requesting no substantive changes” in the Order, a statement which undermines their earlier assertion that the alleged error “may create confusion...”

Moreover, assuming arguendo, that some clerical error does exist, Defendants’ obligations in the May 7, 2025 Order were nevertheless clear:

[T]o 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 May 7, 2025 Order further gave the Defendants’ ten (10) days to post the necessary bonds. The Defendants have not yet posted the required bonds.

Accordingly, the Court DENIES Defendants’ Motion. Further, the Defendants must comply in full with the bond requirements of the Court’s May 7, 2025 Order Granting the Defendants’ Motion to Stay Execution of Judgment within three (3) days of the date of this Order. Defendants are reminded that no stay of the May 7, 2025 becomes effective without the required bond. If the proper bond has not been provided to Plaintiff’s counsel by the deadline, Plaintiff may enforcement its judgment upon the filing of an affidavit of non-compliance with this Court.

AND IT IS SO ORDERED.



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 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
Appeal from Richland County
Court of Common Pleas
Hon. Milton G. Kimpson, Circuit Court Judge
Case No.: 2024-CP-40-03931
Appellate Case No.: 2025-000397

Professional Financial Services, Respondent,

v.

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

PROOF OF SERVICE

I certify that I have served the Notice of Appeal and Record on Appeal on Professional
Financial Services
by Certified Mail to:

John S. Kay, Esq.
Hutchens Law Firm LLP
240 Stoneridge Drive, Suite 400
Columbia, South Carolina 29210

Respectfully submitted,

s/ Tremaine D. Golson a/k/a Tremaine Golson
s/ Brittney L. Greene a/k/a Brittney L. Golson
1849 Sandy Ridge Ct
Carrollton, TX 75007
803-309-9064
greene.brittney@yahoo.com
Date: June 6, 2025