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SC Court of Appeals

FORM 13
AMENDED BRIEF OF APPELLANT

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
In The Supreme Court

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

George McFaddin, Circuit Court Judge

Case No. 2025-000242

Micheal McKinney Jordan, Respondent,
Esquire for McLaughlin Ford ,

v.

Barbara Ann Johnson, Appellant.

AMENDED INITIAL BRIEF OF
APPELLANT

Barbara Ann Johnson
308 Ruby Street
Lake City, South Carolina 29560
(843) 206-2523
Appellant

* Under Rule 267(e), SCACR, the cover of the final briefs should be the following colors: brief of appellant - blue; brief of respondent - red; reply brief - gray; and amicus curiae or intervenor - green.

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STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN FAILING TO FIND THIS ACTION IS BARRED BY RES JUDICATA?
2. DID THE TRIAL COURT ERR IN GRANTING FAVOR FOR THE RESPONDENT THAT NEGLIGENCE MUST BE PROVED BY PREPONDERANCE OF THE EVIDENCE?

STATEMENT OF THE CASE

On May 6, 2024, there was a public sale hearing, I gave my testimony. McLaughlin Ford gave their testimony, they admitted that 'they had to remove my motor from my vehicle, without my permission, in order to take pictures for the warranty company'. Judge Kimberly Lane ordered a continuance to see if we could settle the difference out of court after they admitted to removing my motor without my permission. I went to McLaughlin Ford and spoke with the real Butch Wilson; we called the warranty company. The warranty company verified that they did not give permission to remove the motor from my vehicle; only the owner was authorized to tell McLaughlin Ford to remove the motor. In the pictures that were sent to the warranty company, the motor did not require removal. After this, Mr. Wilson stated he did not want to work on my vehicle. I responded that I would be filing a civil suit in court. The only thing I would like is for McLaughlin Ford to return my vehicle to its original state and the balance of my warranty.

FACTS

I made an appointment with Olivia, and we discussed the noise my truck was making when the wheel turned and the gasket on the transmission oil pan. I told her I have a warranty that will pay for my diagnostics.

Everything provided by McLaughlin Ford is frivolous, and they lied under oath. I did not sign a disclaimer of warranty; the documentation provided does not contain my valid signature. My warranty company does pay for diagnostics and did not authorize the tear-down of my vehicle. McLaughlin Ford was not authorized to remove my motor, and they did not act in good faith. The judge did not ask me if I had any evidence to provide to prove my case, but she did ask McLaughlin Ford.

ARGUMENTS

- I. THE APPELLANT WOULD LIKE THE RESPONDENT TO PUT THE VEHICLE BACK TOGETHER AS IT WAS WHEN IT WAS BROUGHT TO THE RESPONDENT.

[Set out discussion and citations of authority.]

- II. BECAUSE THE RESPONDENT DID NOT PROVE BY CLEAR AND CONVINCING EVIDENCE THAT THEY WERE NOT NEGLIGENT IN TEARING DOWN THE VEHICLE TO THE POINT OF FAILURE WITHOUT AUTHORIZATION. THE TRIAL COURT ERRED WHEN IT GRANTED JUDGEMENT IN FAVOR OF THE RESPONDENT BY A PREPONDERANCE OF THE EVIDENCE.

[Set out discussion and citations of authority.]

CONCLUSION

For the reasons stated, this Court should reverse the judgment of the Circuit Court.

Respectfully submitted,

July 9, 2025

s/Barbara Ann Johnson
308 Ruby Street
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Appellant