

RECEIVED

Sep 22 2025

SC Court of Appeals

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from the Court of Common Pleas
Richland County
Hon. Milton G. Kimpson, Circuit Court Judge

Trial Court Case No.: 2024-CP-40-03931
Appellate Case No.: 2025-000397

Tremaine D. Golson aka Tremaine Golson
and
Brittney L. Greene aka Brittney Golson as
Appellants,

v.

Professional Financial Services,
Respondent.

RECORD ON APPEAL

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DESIGNATION OF MATTER

Pursuant to Rule 210(c), SCACR, Appellants designate the following matter to be included in the Record on Appeal:

1. Summons and Complaint
2. Answers
3. Motions, Affidavits, and Memoranda
4. Orders appealed from
5. Notice of Appeal
6. Transcript of Hearing (January 7, 2025)
7. Exhibits A & B

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

C/A No.:

Professional Financial Services,

Plaintiff,

SUMMONS AND NOTICE
Tremaine Golson a/k/a Tremaine D.

vs.

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

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

C/A No.:

Professional Financial Services,

Plaintiff,

COMPLAINT

vs.

Tremaine Golson a/k/a Tremaine D.

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

Defendants.

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.
TREMATNE 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:

- 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 --- 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.

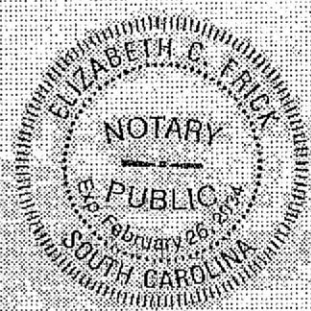
NAME: Jerry Frick J. Frick 7/10/24
Print Signature Date

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)



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: Brittney L. Greene aka Brittney 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 Appoint
- 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) _____ 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

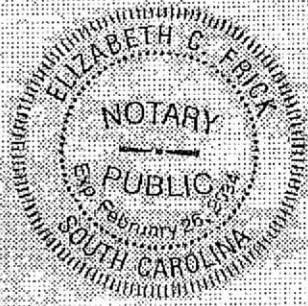
Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that he/she is over the age of 18 and is not interested party in this action.

NAME: Jerry 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)



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

STATE OF SOUTH CAROLINA,
IN THE COURT OF COMMON

PLEAS COUNTY OF RICHLAND

ANSWER

Professional Financial Services

Plaintiff,

vs. FILE NO.

2024CP4003931

Brittney Golson, 'fremain Golson

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 COWIPEL ARBITRATION & STAY PROCEEDINGS

1. The Defendant's Brittney Golson and TYemaine Golson hereby moves this court to compel arbitration & stay the proceedings in this case.
2. The conūact referenced in the complaint filed with the court contains a binding arbin•ation 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 44 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 ~~St~~ St CF
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: adr.or >
To: ahoo.co " <qolson.brittnev@yahoo.com>
Sent: Friday, July 12, 2024 at 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
B033099064
golson.brittney@yahoo.com

ViWViolauqn at Securitie€ FraudVidlatiöns pf *ankiog Laws Mi"epresepta.ti.on Violations
ofCpnttract Laws-

Filing Fee
Charged

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

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

Case No. 2024-CP-40-03931

Professional Financial Services,

**PLAINTIFF’S REPLY TO MOTION TO
COMPEL ARBITRATION AND STAY**

PLAINTIFF,

PROCEEDING FILED BY DEFENDANT

vs.

**BRITTNEY L. GREENE A/K/A
BRITTNEY L. GOLSON**

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

Brittney L. Golson,

DEFENDANTS.

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

2

STATE OF SOUTH CAROLINA,
IN THE COURT OF COMMON

)
) PLEAS COUNTY OF RICHLAND
)
)
)
)

ANSWER

Professional Financial Services

Plaintiff,

vs. FILE NO.

2024CP4003931

Brittney Golson, 'fremaine Golson

Defendant,

TO THE PLAINTIFF ABOVE-NAMED:

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

MOTION TO COWIPEL ARBITRATION & STAY PROCEEDINGS

- 1. The Defendant's Brittney Golson and TYemaine 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 44 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
g-ucf

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: adr.or >
To: ahooc " <golson.brittnev@yahoo.com>
Sent: Friday, July 12, 2024 at 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
Violations of Contract Laws-
Violations of Securities Fraud and Consumer Protection Laws

Filing Fee
Charged

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

IN THE COURT OF COMMON PLEAS

1701 MAN STREET COLUMBIA SC 29201

STATE OF SOUTH CAROLINA

Professional Financial Services,

Plaintiff,

Case No. 2024CP400393i-i vs.

Brittney L. Golson, Brittney L. Greene,

Tremaine Golson, Tremaine D. Golson

Aggrieved Defendants.

RICHLAND COUNTY
FILED
2024 OCT -4 PM 4:18
JANETTE W. McBRIDE
S.C.C.P., G.S., & F.C.

AFFIDAVIT 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

I. 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. S 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

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. S 1988, I request the award of attorney's fees as a prevailing party in this action brought under 42 U.S.C. S 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. S 1331: Federal question jurisdiction.
- 28 U.S.C. 1343: Civil rights jurisdiction.
- 28 U.S.C, S 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

Britney Golson
Tremaine Golson

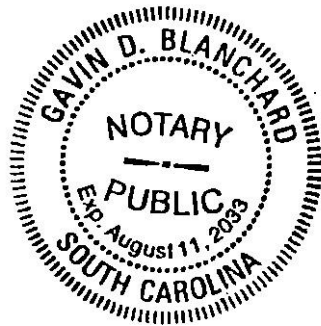
Signature:

Signature:

Britney Latasha Golson, Britney Latasha Greene
 Tremaine

D'angelo Golson, n•emaine Golson

No Public c
 and sworn to before me this 2nd day of Oct
 iture: *Gavin D. Blanchard* of October 2024.
 c, State of South Carolina
 sion Expires:



Subscribed and swo
 NO SignatureNotary Public,
 My Commis

Aggrieved Defendants.

MEMORANDUM OF LAW in SUPPORT OF DEFENDANT'S Motion to DISMISS AND COMPEL ARBITRATION

I. Jurisdiction and Venue

This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. 1331 and 28 U.S.C. 1343, as Aggrieved Defendants claims arise under 42 U.S.C. 1983 and allege violations of the Fifth and Fourteenth Amendments of the United States Constitution. 42 U.S.C.

§ 1983 permits civil actions against individuals who, under color of law, deprive others of constitutional rights. Venue is proper pursuant to 28 U.S.C. 1391(b) because the events in question occurred within this judicial district.

11. Legal Standard for Due Process Claims (42 U.S.C. 1983)

A violation of due process under the Fourteenth Amendment occurs when a government actor, under color of law, deprives a citizen of life, liberty, or property without a fair procedure. The Supreme Court in *Mathews v. Eldridge*, 424 U.S. 319 (1976), held that procedural due process requires notice and an opportunity to be heard before the government may deprive a person of any significant protected interest

In *Goldberg v. Kelly*, 397 U.S. 254 (1970), the Court emphasized that due process includes the right to a fair and impartial hearing, which was violated when the Defendant ruled prematurely on the Aggrieved Defendants motion without a complete hearing.

III. Qualified Immunity

Qualified immunity is not a defense where government officials violate "clearly established statutory or constitutional rights of which a reasonable person would have known." (*Harlow v. Fitzgerald*, 457 U.S. 800 (1982)). Judicial immunity is also inapplicable when judges act outside their jurisdiction or engage in administrative conduct not related to judicial duties. In *Forrester v.*

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. Piphus*, 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. 13910) — 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. Piphus, 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 Nelson

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

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

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 .

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

Firm Case No: 1375526-107702

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

Firm Case No: 1375526-107702

STATE*OF SOUTH CAROLNA

THE COUQT OF corvMON PLEAS

JUDICIAL CIRCUIT

COUNTY OF

Professional Financial Services
Plaintiff,
vs.
Brittney L. Gibson
Tremaine D. Gibson Defendant.

393
MOTION AND INFORMATION FORM AND ORDER
COVERSHEET

Plaintiffs Attorney: _____, Bar No. Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: _____, Bar _____ No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	HAWAII COUNTY FILED OCT 25 PM 4:00 ETTE W. MCB R. G. S. & F
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HEARING REQUESTED (attach written motion and complete SECTION I)
 INFORMAL MOTION, NO HEARING REQUESTED (complete SECTIONS 11 and 111)
 PROPOSED ORDER/CONSENT ORDER complete SECTIONS 11 and 111

Dismiss Arbitration

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____ Court Re order Needed: "S/Ü NO"

SECTION 11: Motion/Order Type

Written motion attached
 ÜForm Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Brittney L. Gibson **All Rights Reserved**
 Signature of Attorney for Plaintiff / Defendant Date submitted _____

SECTION 11: Motion Fee C]

PAID - AMOUNT: \$ _____

EXEMPT: Rule to Show Cause in Child or Spousal Support (check reason) Domestic Abuse or Abuse and Neglect

Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief [3]
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRCP)
 [3 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 [3 Motion Fee to be paid upon filing of the attached order. C] Other:	JUDGE CODE _____ Date:
Collected by: <u>WJM</u> Date Filed: <u>10/25/24</u> <input checked="" type="checkbox"/> MOTION FEE COLLECTED: \$ _____ <input type="checkbox"/> CONTESTED – AMOUNT DUE: \$ _____	
VERIFICATION	
CLERK'S	

SCCA 233 (11/2003)

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

ROHLAND COUNTY
FILED
2024 OCT 25 PM 4: 21
FRANETTE W. MCBRIDE
CLERK OF COURT

Professional Financial Services,)
Plaintiff,)
Case No. 2024CP40039.e 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 Dae 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 immuniy 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

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. S 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

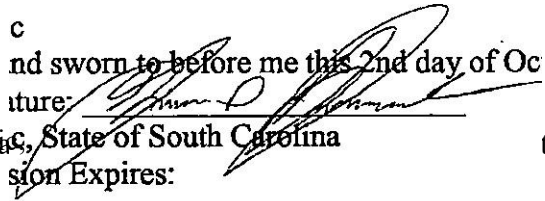
Signature:s-9Jxo,./

Signature:

Britney Latasha Golson, Brittney Latasha Greene

Tremaine D'angelo Golson, Tremaine

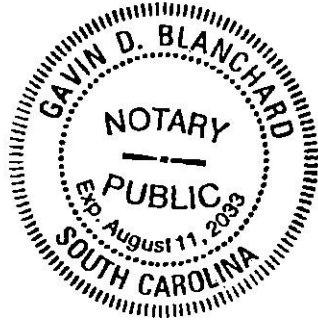
Golson

and sworn to before me this 2nd day of October, 2023, State of South Carolina
Signature: 
Notary Expires:

Notary Public

Subscriber

tober 2024.



Notary Signature

My Commis

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.

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Richland
IN THE COURT OF COMMON PLEAS
2024CP4003931

JUDGMENT IN A CIVIL CASE

CASE NO.

~~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), SC P; Rule 41(a), SCRC (Vol. Nonsuit); Rule 43(k), SCRC (Settled); Other
- ACTION STRICKEN** (*CHECK REASON*): Rule 40(j), SCRC; 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

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

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 Court FROM of RICK-LAND General SessionsCOUNTY SC Court of Appeals

Milton G Kimpston, Circuit Court

Case No. 2024-CP-40-03931

Professional Financial Services

Respondent,

Britney L Golson, Brittney LGreene,
Tremaine D Golson, nemaine
Golson

Appellant.

NOTICE OF APPEAL

Britney L Golson, Britney L Greene, TYemaine D. Golson, Themaine 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.

FORM 4

NICHOLAND COUNTY
FILED
2025 MAR -3 PM 12: 55
JEANETTE M. MCBRIDE
C.C.P. 2.8, & F.C.

STATE OF SOUTH CAROLINA
COUNTY OF Richland

JUDGMENT IN A CIVIL CASE

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IN THE COURT OF COMMON PLEAS

CASE NO. 2024CP4003931

Professional Financial Services

Tremaine Golson et al

PLAINTIFF(S)

DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

JURY VERDICT. This action came before the court for a trial by jury. have been tried and a verdict rendered.

DECISION BY THE COURT. This action came to trial or hearing before The issues have been tried or heard and a decision rendered.

ACTION DISMISSED (CHECK REASON): C] Rule 12(b), SCRPC; SCRPC (Vol. Nonsuit); [3 Rule 43(k), SCRPC (Settled); C1 Other

[3 ACTION STRICKEN (CHECK REASON): Rule 400), SCRPC;Ü Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other

[3 STAYED DUE TO BANKRUPTCY

C] DISPOSITION OF APPEAL TO THE cmcUIT COURT (CHECK APPLICABLE A^{firm d}; O Reversed; O Remanded:

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL

IT IS ORDERED AND ADJUDGED: See attached order (formal order to

of Judgment

o

by the Court: z

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. Go'son.

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

PLEAS - CASE#2024CP4003931

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 reflected on the Electronic File Stamp and the same date clerk's

SCRCP Form 4CE (08/31/2017)

Page I of 2

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,

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2025 Feb 24 11:22 AM - RICHLAND -

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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3.The Plaintiff properly supported its Motion for Summary Judgment with an account breached the Sale Contract and the amount of

but the Court has found no

affidavit showing the Defendants' have the outstanding debt. Although they filed a Motion to Dismiss and Compel Arbitration, the Defendants failed to respond to Plaintiff's Motion for Summary Judgement. 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.

#2024CP4003931

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

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

Professional Financial Services ,

Plaintiff,

vs.

ORDER

Tremaine
Golson a/k/a
Tremaine D.

Golson and

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

Defendants.

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.

<p>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),</p>	<p>Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant</p>
---	---

<p align="center">INFORMATION FOR THE JUDGMENT INDEX</p>		
<p>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.</p>		
<p align="center">Judgment in Favor of (List name(s))</p>	<p align="center">Judgment Against (List name(s))</p>	<p align="center">Judgment Amount To be Enrolled (List amount(s))</p>
<p>Professional Financial Services</p>	<p>Tremaine Golson a/k/a Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson</p>	<p>\$18,514.00</p>

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

- 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), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCP; 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**

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

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

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 Efilers 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.

[Type here]

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

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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

Electronically signed on 2025-03-14 21:21:49 page 8 of 8

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Richland
IN THE COURT OF COMMON PLEAS
2024CP4003931

JUDGMENT IN A CIVIL CASE

CASE NO.

~~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.

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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), SC P; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled); Other

ACTION STRICKEN (*CHECK REASON*): Rule 40(j), SCRCP; 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 Judgment upon the condition that Defendants post bonds, the Defendants filed a Motion Pursuant to Rule 60(a), SCRCP (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

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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

SCRCP Form 4CE (08/31/2017)

Page 1 of 2

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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 judgment 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.

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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

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

*

COURT OF COMMON PLEAS
* TRANSCRIPT OF RECORD

*

-----X

PROFESSIONAL FINANCIAL
4 SERVICES,

*

*

5 Plaintiff,

*

*

vs.

* Case No. 2024-CP-40-03931

6 * TREMAINE GOLSON a/k/a TREMAINE *

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Proceedings
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E X H I B I T S
(None.)

COURT REPORTER LEGEND

Indicates an interruption in speech

Ellipses (...) Indicates trailing off in speech
(ph) Indicates phonetic word
[Verbatim] Indicates the word is said as written
(Indiscernible)[Transcription] Indicates word(s) is not known due to audio recording quality

P R O C E E D I N G S

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THE COURT: We have Professional Financial Services versus Tremaine Golson.

4 MR. WOOTEN: Yes, Your Honor. Greg Wooten from the 5 Hutchens Law Firm.

THE COURT: Good morning.

MR. WOOTEN: Good morning, Your Honor.

THE COURT: Wait until the Golsons get to come up. But 9 this is Case 2024-CP-40-03931.

Mr. and Mrs. Golson?

MS. GOLSON: Yes, sir.

THE COURT: For the record, I'd like everyone to 13 introduce themselves again and we will get started.

MR. GOLSON: My name is Tremaine Golson.

MS. GOLSON: My name is Brittney Golson, and we are here

for all parties: Brittney L. Golson, Brittney L. Greene,

Tremaine D. Golson, and Tremaine Golson. We are the 18 authorized representative for all those names.

THE COURT: Thank you.

And so just for the record (indiscernible).

MR. WOOTEN: Yes, Your Honor. My name is Greg Wooten from Hutchens Law Firm, appearing on behalf of John Kay, who was unable to attend today.

THE COURT: (Indiscernible) correct? This is your motion? I think we've got several of them.

MR. WOOTEN: Yes, Your Honor. I believe we -- I know the plaintiff has a Motion for Summary Judgment, and I believe that the defendants have a Motion to Compel Arbitration and 4 Stay Proceedings.

5 MS. GOLSON: Your Honor -- Your Honor, can I say 6 something?

7 THE COURT: Yes, ma'am, before we get started, yes, 8 ma'am.

9 MS. GOLSON: I was actually looking for the actual 10 attorney who handled the case. I don't have a clue who this 11 person is.

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12 MR. GOLSON: Because we've never seen him before, so... 13 THE COURT: Am I not correct, Mr. Wooten, that you are

from the firm of the lawyers who has been --

MR. WOOTEN: Yes, Your Honor, from Hutchens Law Firm 16 where Mr. Kay is.

MS. GOLSON: Okay.

THE COURT: And, Ms. Golson, just (indiscernible) his firm has made an appearance, and lawyers within the firm may be ---

MS. GOLSON: Okay. That's fine.

THE COURT: --- and I just have to share with you, when I was in a private firm, I got sent to partners' cases all the time. So, that's fine.

It might be best for us to take up Ms. Golson's motion --

motions first. MS. GOLSON: you need a --

I actually submitted it to the courts. Do

THE COURT: Well, I'd like you to argue it.

And then, sir, I'll come back to you.

MR. WOOTEN: No objection, Your Honor.

THE COURT: And, Ms. Golson, what I'd like to do is you 8 give me the reasons why I should grant -- I think you've got a 9 Motion to Dismiss and to Compel Arbitration?

MS. GOLSON: Correct.

THE COURT: If you'll give me the reasons for why the Court should grant those two motions. After you speak, 13 Mr. Wooten will get a chance to respond.

MS. GOLSON: Okay.

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THE COURT: And then -- I am not going to make any 16 decision from the bench; I'm going to take all of this under 17 advisement.

MS. GOLSON: Okay.

THE COURT: And then, of course, I will listen to 20 Mr. Wooten's motion, and you will get an opportunity to

21 respond to whatever he has to say with regard to his motions.

MS. GOLSON: Okay.

THE COURT: Yes, ma'am. Be happy to hear from you.

MS. GOLSON: Okay. So, on the record and for the record ---

THE COURT: Yes, ma'am.

MS. GOLSON: --- I actually have an arbitration clause with AAA, and they have been trying to reach out to the 4 plaintiff, and he will not respond.

Also, I would like a Motion to Dismiss because, according to U.S.C. 1983, for violation of due process. The violations that occurred wherein government actor acting under color of law and who deprives an individual of life, liberty, or property without fair process. The courts ruled prematurely without an Allen or a complete hearing and presentation of the evidence that we have. That was the point of the arbitration, which they failed to even speak to AAA, knowing we have the 13 arbitration clause.

I also would like to say these claims are all violations under (indiscernible) U.S.C. 1983. The Court has subject matter being that the claims happened within the courts, of my

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own rights being violated. And I actually have asked to seek

punitive damages for them making a ruling without seeing the 19 evidence that we have about -- by being in an arbitration.

THE COURT: Ms. Golson, I understand that and have

reviewed this case, and I want to take -- well, I need to ask some questions, and then I'm going to turn it over to Mr. Wooten and ask for his (indiscernible). But I want to take each of your motions separately.

You filed a Motion for Arbitration.

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1 MS. GOLSON:

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To compel arbitration, correct.

THE COURT: And I'm just looking at the contract that you and Mr. Golson signed, and I didn't see an arbitration clause 4 in that contract. Did I miss it? Because it's very possible. 5 MS. GOLSON: We do have an arbitration clause, and I did 6 submit it into the courts.

THE COURT: Okay.

MS. GOLSON: But like I said, I wasn't able to show

anything within the courts because they already prematurely

made a ruling, and that would have been the point of the

arbitration, to be able to show what I have found. And I do 12 have a lot of evidence to show what's really going on in this 13 matter.

14 THE COURT: But you did submit to the Court 15 (indiscernible) contract (indiscernible).

MS. GOLSON: Correct.

THE COURT: (Indiscernible) see that.

MS. GOLSON: The arbitration clause, correct. 19 THE COURT: Is there an arbitration clause contained 20 within that contract?

21 MR. GOLSON: Yes.

THE COURT: Where is it? And I'll be happy to pull -Do we have a paper copy?

MR. WOOTEN: Right here, Your Honor.

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1 MS. GOLSON:

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THE COURT: Yes, ma'am.

They're actually together. Now, I don't

know what they -- okay. So, whatever they submitted is on them. However, we have an arbitration clause, and I would like to state that for the record and on the record that I submitted it into the courts.

THE COURT: Now, what my concern is -- and I want you to

know I'm going to give you every opportunity to tell me what you're (indiscernible). Let me pull up the Court's file.

9 Do you, by any chance, have a copy of what you're referring to as the arbitration clause?

11 MS. GOLSON: Would you like me to bring it up to the bench?

13 THE COURT: Yes, ma'am, please. Would you first show it to Mr. Wooten?

15 MS. GOLSON: Okay. He has a copy of it and also has the certified mail receipt attached to it as well.

THE COURT: Yes, ma'am. I'd be happy to take a look at that.

Now, let me ask you this: Am I taking your only copy?

Is that the only copy you have?

MS. GOLSON: Yes.

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1 MS. GOLSON:

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THE COURT: This document?

MS. GOLSON: Yes. Y'all have that on file already.

THE COURT: But do you have a copy so that you can continue your arguments?

No.

THE COURT: Okay. I'll give it back to you but -- because I want you to have the full opportunity to argue your 4 case. But let me take a look at this.

MR. WOOTEN: I have got an extra one, Your Honor.

THE COURT: Oh, that would be wonderful.

So, Ms. Golson, please tell -- show me within this

contract where the arbitration clause is. Now, I do see this

receipt from -- show me within this contract where the 10 arbitration clause is.

MS. GOLSON: Okay. One second.

THE COURT: Take your time, please.

MS. GOLSON: Can I approach the bench?

THE COURT: Yes, ma'am, of course.

MS. GOLSON: And I don't know if (indiscernible) reach 16 out to them. (Indiscernible) do have one (indiscernible).

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1 MS. GOLSON:

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And I also submitted it into the court.

THE COURT: This is the copy, though?

MS. GOLSON: It's the second one (indiscernible).

(Indiscernible).

THE COURT: Now, let me -- let me make -- this is -- this was the document you just received from (indiscernible)?

MS. GOLSON: (Indiscernible). But it's the same thing that's in that packet.

THE COURT: And I will -- let me find it because...

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1 MS. GOLSON:

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(Pause in the proceedings while the Court reviews documents.)

THE COURT: Okay. So let me give you this one back.

All right. And is your position under this clause?

MS. GOLSON: Correct. Because it has arbitration provisions. And I also submitted the receipt. And I would like to state on the record and for the record that I submitted the receipt of AAA arbitration showing that they took the case, and I also submitted the letters within the

file of this case to show that they did reach out and they 11 have been trying to communicate with Professional Financial

12 Services, the plaintiff, and they failed to respond to them. 13 So, Your Honor, they wouldn't have took the case if we didn't 14 have an arbitration clause. 15 THE COURT: All right.

MS. GOLSON: Oh, and if I may, Your Honor.

THE COURT: Yes, ma'am.

MS. GOLSON: I'd like to also say something else. In order to get us here, the plaintiff ended up (indiscernible).

I would also like to state --

THE COURT: Say that again.

MS. GOLSON: I also wanted to state that, to get us here today for this motion, he told us there was an injured party, and there's not an injured party present. So I would also like to mention that for the record

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1 MS. GOLSON:

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and on the record because that means I don't have nobody to cross-examine. So I would also like to state that for the record.

THE COURT: Okay. Well, we'll go back and respond to that.

Now, let me ask you this: So then your Motion to Dismiss under Section 1983, tell me a little bit about your grounds 7 for that.

8 MS. GOLSON: Because my rights have been violated. I 9 have been forced here for a motion when there's no injured

party. And, you know, all our persons who -- I think they

named, like, six different people: Brittney L. Greene,

Brittney L. Golson, Tremaine D. Golson, and Tremaine Golson.

As authorized representatives for those parties, our rights -- 14 our rights have been violated by filing complaints against 15 those names.

THE COURT: Yes, ma'am.

MS. GOLSON: So we have, of course, to come to this Court on a motion when we don't even have an injured party that is 19 present right now.

So, you know, who am I cross-examining here? So I would also like to state that, why we should get this motion granted to us.

THE COURT: Well, until I --

MS. GOLSON: I mean, this Motion to Dismiss granted to us.

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1 MS. GOLSON:

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THE COURT: (Indiscernible) things you're saying.

That Section 1983, you made reference to it in your presentation. Section 1983 requires a State actor. Who do you believe, in this case, is a State actor, meaning someone representing the State?

MS. GOLSON: That would -- that would be you doing what needs to be done, being that the violations happened within this court. So I'm just asking, you know, being that the actions happened here and this motion got granted in here, our violations being -- you know, our constitutional rights being violated, I just ask that it be dismissed, and I go back to compel arbitration to show the proof that I do have, because it's actually deeper than what this Court knows.

14 THE COURT: I'm going to ask Mr. Wooten for his response to your motion. So, Ms. Golson, all he is responding to right now is your two motions.

MS. GOLSON: Okay.

THE COURT: We'll argue his motion in a second.

Yes, sir, I'll be happy to hear from you.

MR. WOOTEN: Yes, Your Honor. May it please the Court?

Greg Wooten on behalf of Plaintiff for this matter.

In the very limited scope of responding to Ms. Golson's motions, I would posit to the Court that the defendant is misinformed as to what the arbitration clause actually refers to, looking at those documents that the Court has.

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1 MS. GOLSON:

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I am here on behalf of the plaintiff, Professional Finance Services, regarding simply a Retail Installment Contract for the vehicle.

4 Ms. Golson appears to be arguing a contract that she has 5 with GWC Warranty, which is a completely separate entity.

MS. GOLSON: Objection. Hearsay.

THE COURT: One moment. Ms. Golson, I'm going to give -- 8 the one thing, Ms. Golson, I always want to hear from you. 9 Let me finish with him, and then I will certainly come back to you.

Yes, sir.

MR. WOOTEN: As I was saying, Your Honor, it is a contract that she has signed and submitted into evidence with GWC Warranty, which doesn't have anything to do with our 15 client today.

If the Court would look at the contract between

Ms. Golson and Professional Finance Services, which we have admitted into evidence, that's a four-page contract, and there are -- there is no arbitration clause in that. The statute

section that she references under South Carolina's annotated statute 15-48-10, it doesn't apply here because there is no written provision in this contract.

As to summary judgment, which would be the other action that we are -- motion that we are pushing for today, I don't believe there to be a causative relief on which -- to be an underlying cause in which relief

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1 MS. GOLSON:

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can be granted here today simply because there's just not an arbitration provision. I would ask the Court for judgment today.

4 THE COURT: So the arbitration clause -- when this 5 document (indiscernible) is the arbitration clause that 6 appears in the contract in the GWC Warranty (indiscernible).

Is that what you're telling me?

MR. WOOTEN: That is what we're saying, Your Honor. This appears to be a maintenance or a maintenance and upkeep contract of the vehicle, but it is not in any part mentioned in the Retail Installment Contract, which does not have an 12 arbitration clause.

THE COURT: Mr. Wooten, do you have a copy of your contract ---

MR. WOOTEN: Yes, I do, Your Honor.

THE COURT: --- from your client?

MR. WOOTEN: If I may approach.

THE COURT: Of course.

And, Mr. Wooten, please show that to the Golsons. 20 MR. WOOTEN: Yes, I have already presented them with a

21 copy.

(Pause in the proceedings while the Court reviews documents.)

THE COURT: Mr. Wooten, do you have any argument with regard to the Motion to Dismiss under Section 1983?

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1 MS. GOLSON:

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MR. WOOTEN: Your Honor, the plaintiff objects to that for reasons that the Court has already stated. We are not a State actor in this situation. And, further, I believe that 4 to be a federal remedy and one that hasn't been pled by the 5 defendants in this matter.

THE COURT: Ms. Golson, before I go to (indiscernible) motion, back to you, you interposed an objection, and for some reason, I want you to explain what you were contesting that Mr. Wooten's -- excuse me -- yes, in Mr. Wooten's (indiscernible.)

MS. GOLSON: Your Honor, on the record and for the record, everything that the plaintiff is saying is hearsay.

Once again, I would like to state for the record and on the record, we don't actually have an injured party here. So I'm trying to understand why I'm still here and there hasn't been granted our motion yet. If there really is an injured party, 17 they would be here so I could cross-examine them. There is no 18 injured party here so it should be dismissed.

Like I have stated before, I've submitted it into the courts and I will state for it on the record, we have an arbitration clause. That clause, they have got a copy of and they signed for it, green return receipt, which - - also certified mail receipt that they signed and they had a copy of that arbitration.

Now, will they look at it? That is not my problem. They

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were served with the paperwork. And they see that there's an arbitration clause with AAA arbitration, who continue to try to reach out with them, which I have stated that into the 4 courts as well. And I also got a certified mail receipt to 5 show that as well.

THE COURT: Ms. Golson, (indiscernible) the document that (indiscernible) looking at it, this is a contract between GWC Warranty. This is not the same as the contract between you and the plaintiff --

MS. GOLSON: And what contract are you referring to?

THE COURT: Now, the first contract that -- the contract that you gave me --

MS. GOLSON: That is my contract. I don't know what else 14 you're talking about.

15 THE COURT: This is the contract with GWC Warranty -16 MS. GOLSON: Correct.

THE COURT: -- (indiscernible).

MS. GOLSON: Correct. That is the contract I gave you.

THE COURT: Right.

Now, Mr. Wooten is here on behalf of Professional Financial Services on an alleged debt --

MS. GOLSON: And I would like to ask you, Your Honor, is -- looking at the contract that Professional Financial

Services gave you or the legal representation of Professional

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Financial Services, looking at the documentation, is it

original with wet ink signatures or is it a copy? THE COURT: It's a copy but --MS. GOLSON: Okay.

4 THE COURT: --- that's sufficient for evidence in this 5 court.

6 MS. GOLSON: Okay. Are you -- are you making a legal 7 representation or -- I mean, I'm trying
to understand what's 8 happening right now.

9 THE COURT: I'm not doing anything -10 MS. GOLSON: If it -- okay.

THE COURT: I'm just telling you --

MS. GOLSON: So, Your Honor, if it's a copy, it's not 13 mine. It's not wet ink signature, so it's not mine.

As I stated before, I came here only as an authorized

representative for all the names that I mentioned before on

the record and for the record. We have an arbitration clause, 17 which I submitted into the courts, to show
that we have one.

18 They have been trying to reach out, meaning we have one on 19 file. And it's with AAA arbitration.

Now, I don't know what else we're here for because

there's no injured party here. And I stated that on and for the record. This is my third time stating it. I
don't know what else am I doing here. Who am I going against right now?

Can you answer that question for me, Your Honor?

THE COURT: Well, we'll -- we'll -- we'll tell Mr. Wooten (indiscernible).

MS. GOLSON: Okay.

THE COURT: But that's fine.

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4 Mr. Wooten, will you -- and Ms. Golson, and then I'm 5 going to come back to you to respond to
his arguments on his 6 motion.

Mr. Wooten, would you argue your motion?

MR. WOOTEN: Yes, Your Honor. May it please the Court 9 again? Greg Wooten arguing our Motion
for Summary Judgment in 10 this matter.

As it has been filed, Your Honor, we believe that we are
entitled to summary judgment in this matter because there is
no continuing issue of any material fact --

MS. GOLSON: On the record and for the record, objection.

Hearsay.

THE COURT: One second, Ms. Golson. You know I will come 17 back to you.

Yes, sir.

MR. WOOTEN: As I was saying, Your Honor, we believe that 20 there is no genuine issue as to any
material fact today.

21 Ms. Golson has presented a contract that is not relevant to the case that we have --

MS. GOLSON: On the record and for the record, objection.

Hearsay.

THE COURT: Ms. Golson, please.

Yes, sir.

MR. WOOTEN: She has presented a contract that does not have any bearing with the parties here today.
If it's got -4 MS. GOLSON: On the record and for the record, objection.

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Hearsay.

THE COURT: Ms. Golson, (indiscernible.) 7 Mr. Wooton?

MR. WOOTEN: Yes. It has no bearing of fact on the
action that we have before us. Taking everything that the

defendant has said in this matter, even if there is an
arbitration clause in the warranty agreement, there is none in

the automobile contract, which is the subject matter -13 MS. GOLSON: On the record and for the
record, objection.

Hearsay.

MR. WOOTEN: And I would ask the Court, for that reason,

to grant summary judgment as to the plaintiff, judgment in the
amount of \$17,800.52, judgment for repossession of the ---

MS. GOLSON: On the record ---

MR. WOOTEN: --- vehicle ---

MS. GOLSON: --- and for the record, objection. Hearsay.

MR. WOOTEN: --- and dismissal of the defendant's motion and any other relief that the Court should deem
appropriate.

THE COURT: Mr. Wooten, I was looking through the records that you submitted. Did they make any payments on
this vehicle?

MR. WOOTEN: I believe several payments were made up until September of 2023. That's when the default
occurred.

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And it looks like the contract was entered into in April. So 4 several payments were, in fact -- it looks like were done.

THE COURT: So the contract was entered into when?

MR. WOOTEN: On April 14th of 2023.

MS. GOLSON: On the record and for the record, objection.

Hearsay.

THE COURT: 2023?

MR. WOOTEN: Yes, 2023.

MS. GOLSON: Your Honor, I ask that you -- 12 THE COURT: Ma'am, I'm coming back to you. Please.

Yes, sir.

MS. GOLSON: Okay.

MR. WOOTEN: Yes. Payments were made, based upon the

affidavit of financial -- financial affidavit in support of

Plaintiff's motion. It appears that default occurred in 18 September of 2023, and the contract was executed in April of 19 2023 by both parties of the defense. Thank you.

THE COURT: Ms. Golson, I'll be happy to hear from you.

MS. GOLSON: Your Honor, I have sat here and I put it on the record three times saying "objection, hearsay." I ask that you make a Motion to Dismiss being due to the fact that there's no real injured party here and there's nobody here to cross-examine.

I also have mentioned on the record and for the record that we have an arbitration clause where AAA has been reaching out to Professional Financial Services, that I have submitted 4 on the record, certified mail, showing that we have an 5 arbitration clause.

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I also submitted the paperwork for our receipt of that

case number on file, and I ask now that this case be

dismissed. Anything that happens further, I would like to state, on the record and for the record, that all parties will be held liable. That is all, Your Honor.

11 THE COURT: Mr. Wooten, I think I have your contract in the court record.

MR. WOOTEN: Yes, Your Honor.

THE COURT: Ms. Golson, give me a second. I want to make

sure I have got this contract in the court --

MS. GOLSON: You do. (Indiscernible) receipt.

MR. WOOTEN: Your Honor, it should be attached as an exhibit under their Answer, which was filed in September of 19 this year.

THE COURT: (Indiscernible)?

MR. WOOTEN: Yes, sir. September 16th, according to the file.

THE COURT: (Indiscernible).

Mr. Wooten, I have the records -- this information (indiscernible) give this back to you.

MR. WOOTEN: Thank you, Your Honor.

THE COURT: Ms. Golson, let me make sure I've got yours.

I know what you've said, but I need to make sure I see it in my file before I let you go.

(Pause in the proceedings while the Court reviews

documents.)

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THE COURT: And I do have this. Thank you. Let me put 8 this (indiscernible) so you can come get it.

I'm going to take this under advisement (indiscernible).

Thank you, both.

MR. WOOTEN: Thank you, Your Honor.

THE COURT: Mr. and Ms. Golson, thank you for being 13 present.

MR. GOLSON: Thank you.

MR. WOOTEN: Your Honor, do I need to give my contact 16 information to the court reporter?

THE COURT: Yes. Mr. and Mrs. Golson?

Do we have their contact? Theta, do you have it?

MR. WOOTEN: It can go to John Kay.

UNIDENTIFIED FEMALE: I do, yes.

MR. WOOTEN: Okay. Great. Thank you.

THE COURT: I just wanted to make sure we have got contact information. I think she said she indicates that they have your contact. That's all I needed. Thank you.

MR. WOOTEN: Thank you, Your Honor.

THE COURT: Yes, sir.

(The hearing concluded.)

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Certificate of Transcriber

-----4 CASE NAME/NUMBER: Professional Financial
Services v. Golson

DATE OF HEARING: 3/7/25

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RECORDING METHOD: Live/WebEx In-Court Recording

-----8 I, Bobbi Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that I was not present for the live proceeding; and that said proceedings were transcribed to the best of my ability from the audio and/or video recording and supporting information; and that I am neither counsel for, related to, 14 nor employed by any of the parties to this case; and I have no 15 interest, financial or otherwise, in its outcome.

16

Bobbi Fisher

17

/s/ Bobbi Fisher

Bobbi Fisher, SC Official Court Reporter III, RPR

Transcript Prepared: 4/1/2025

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**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

ELECTRONICALLY FILED - 2023 JUN 27 11:29 AM RICHLAND COMMON PLAS - CSE# 20230614P4003931

Buyer Name and Address (Including County and Zip Code) Tremaine Golson 7524 Marie St COLUMBIA, SC 29209 County: RICHLAND Cell: 803-586-0302 Email:	Co-Buyer Name and Address (Including County and Zip Code) Brittney L. Greene 7524 Marie St COLUMBIA, SC 29209 County: RICHLAND Cell: 803-309-9064 Email:	Seller-Creditor (Name and Address) UNICAR ENTERPRISE LLC 4781 SUNSET BLVD LEXINGTON, SC 29072
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
Used	2014	GMC YUKON	1GKS1CE09ER210569	Personal, family, or household, unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	Amount Financed <small>The amount of credit provided to you or on your behalf.</small>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled.</small>	Total Sale Price <small>The total cost of your purchase on credit, including your down payment of</small>
18.99 %	\$ 6,343.10	\$ 15,270.00	\$ 21,613.10	\$ 3,500.00 is \$ 25,113.10

Returned Check Charge: You agree to pay a charge of \$30.00 if any check you give is dishonored.

If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.
 If a payment is not received in full within N/A days after it is due, you will pay a late charge of \$ N/A or N/A % of the part of the payment that is late, whichever is less.
 If this box is not checked, the late charge in the "Federal Truth-in-Lending Disclosures" still applies.

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
46	\$ 469.85	MONTHLY beginning 05/14/2023

OPTIONAL GAP CONTRACT: A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 8 of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 46 Mos.

PFS GAP
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X *[Signature]*

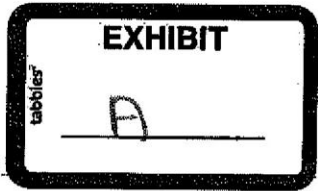
Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$ 9.20. The charge will not exceed \$ 23.00 if you bought the vehicle primarily for personal, family, or household use. We may charge the maximum and minimum late charge dollar amounts as allowed by S.C. Code Ann. 37-1-109 of the South Carolina Consumer Protection Code.

Prepayment. If you pay early, you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Buyer Signs X *[Signature]* Co-Buyer Signs X *[Signature]*



1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the Amount Financed, and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **You may refinance a balloon payment.** A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type

and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default) we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
 - You do not make any payment when due; or
 - You start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information during credit application; or you break any agreements in this contract; except that if you bought the vehicle primarily for personal, family, or household use, we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or realization of the collateral.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows. The maximum attorney fee you will pay will be 15% of the amount you owe. You will also pay the reasonable expenses we incur in realizing our security interest as the law allows.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully without entering into a dwelling used as a current residence. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are: expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney's fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate permitted by applicable law.

Buyer Signs X

Co-Buyer Signs X

FILED - 2023 Jun 27 12:29 AM - RICHLAND - COMMON PLEAS - CASE #2023CP408931

g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. **WARRANTIES SELLER DISCLAIMS**
Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.
This provision does not effect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. **SERVICING AND COLLECTION CONTACTS**
In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/automatic voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways, at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.
You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. **APPLICABLE LAW**
Federal law and the law of the state of South Carolina apply to this contract.

8. **NEGATIVE CREDIT REPORT NOTICE**
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Tremain Golson Co-Buyer Signs X Britney L. Greene
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See the rest of this contract for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Tremain Golson Date: 04/14/2023 Co-Buyer Signs X Britney L. Greene Date: 04/14/2023
Buyer Printed Name: Tremain Golson Co-Buyer Printed Name: Britney L. Greene

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name _____ Title _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Address _____
Seller signs: UNICAR ENTERPRISE LLC Date: 04/14/2023 By X Jiri Catonil Title: [Signature]

Seller assigns its interest in this contract to Professional Financial Services (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller: UNICAR ENTERPRISE LLC
By X Jiri Catonil Title: [Signature]

This agreement is pledged as collateral to BMO Harris Bank N.A., as agent for various financial institutions.

Dealer Name: Unicar Enterprise, LLC

Dealer Phone #: 803-490-0391

Dealer Fax #: 803-490-0394

ELECTRONICALLY FILED - 2024 Jun 27 11:29 AM - RICH AND COMMON PLEAS - CASE# 2024 CP 4003931

PLEASE PRINT - INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

INSTRUCTIONS:

- You may apply for credit in your name alone, whether or not you are married.
- (1) Please indicate whether you are applying for Individual Credit Joint Credit Community Property State Business Application
- (2) If you are applying for individual credit in your name and relying on your own income or assets and not the income or assets of another person as the basis of repayment of the credit requested, complete only Section A.
- (3) If you are applying for joint credit with another person, complete sections A and B. We intend to apply for joint credit.

Applicant _____ Co-Applicant _____

* If you are married and live in a community property state, please complete Section A about yourself and Section B about your spouse. You must sign this application. Your spouse must sign this application only if s/he wishes to be a Co-Applicant.

Last Name Golson		First Name Tremaine		Middle Initial	[REDACTED]		[REDACTED]	
Apt # / Suite #		P.O. Box		Rural Route	State		Zip	
Home Phone	Cell Phone	Residential Status <input type="checkbox"/> Homeowner <input type="checkbox"/> Rent <input checked="" type="checkbox"/> Family <input type="checkbox"/> Other		Time at Address Yrs. Mos.		Rent/Mtg. Pmt: \$		
E-Mail Address				Driver's License No.		Driver's License State		Time at Previous Address Yrs. Mos.
Previous Full Address (if less than 2 years)				Apt # / Suite #		P.O. Box		Rural Route City State Zip
Employer Name				Employment Type <input type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Self-employed <input type="checkbox"/> Military <input type="checkbox"/> Retired <input type="checkbox"/> Student <input checked="" type="checkbox"/> Other				
Salary Type <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually		Occupation		Length of Employment Yrs. Mos.		Work Phone Number		
Previous Employer Name				Previous Employment Type <input type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Self-employed <input type="checkbox"/> Military <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Other				
Previous Occupation		Length of Employment Yrs. Mos.		Previous Work Phone Number				
Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered as a basis for repaying this obligation.								
Other Income (Monthly)		Source of Other Income		By Signing, you certify that the income entered on this Credit Application is accurate. <input checked="" type="checkbox"/> [Signature]				

Comments

AGREEMENT

The words "we," "us," "our" and "ours" as used below refer to us, the dealer, and to the financial institution(s) selected to receive your application. You understand and agree that you are applying for credit by providing the information to complete and submit this credit application. We may keep this application and any other application submitted to us and information about you whether or not the application is approved. You certify that the information on the application and in any other application submitted to us, is true and complete. You understand that false statements may subject you to criminal penalties. The words "you," "your" and "yours" mean each person submitting this application. You authorize us to submit this application and any other application submitted in connection with the proposed transaction to the financial institutions disclosed to you by us the dealers; in addition, in accordance with the Fair Credit Reporting Act, you authorize that such financial institutions may submit your applications to other financial institutions for the purpose of fulfilling your request to apply for credit. This application will be reviewed by the dealer and such financial institutions.

You agree that we may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with the proposed transaction and any update, renewal, refinancing, modification or extension of that transaction. You also agree that we or any affiliate of ours may obtain one or more consumer credit reports on you at any time during the term of your financing. If you ask, you will be told whether a credit report was requested, and if so, the name and address of any credit bureau from which we or our affiliate obtained your credit report. You agree that the dealer and the financial institutions may verify your employment, pay, assets and debts, and that anyone receiving a copy of this is authorized to provide such dealer and financial institutions with such information. You further authorize the dealer and the financial institutions to gather whatever credit and employment history each considers necessary and appropriate in evaluating this application and any other applications submitted in connection with the proposed transaction. You understand that we will rely on the information in this credit application in making our decision. The dealer and the financial institutions may monitor and record telephone calls regarding your account for quality assurance, compliance, training, or similar purposes.

You consent to receive autodialed, prerecorded and artificial voice calls and text messages for servicing and collection purposes from us at the telephone number(s) provided in this credit application, including any cell phone numbers. The consent applies to the dealer, who is the originating creditor in this transaction, as well as any assignee who may purchase your credit contract. You agree that this consent applies regardless of whether you agree to receive telemarketing/sales calls and text messages as provided below.

You consent to receive autodialed, pre-recorded and artificial voice telemarketing and sales calls and text messages from or on behalf of dealer (or any financing source to which dealer assigns my contract) at the following number(s) (803)588-0302 including any cell phone numbers. You understand that this consent is not a condition of purchase or credit.

You opt in You do not opt in

Signature of Applicant for election above: _____

Your dealer will inform you of the name and address of the financing sources to which this application shall be sent.

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO THE TERMS AND DISCLOSURES ON ALL PAGES OF THIS APPLICATION.

[Signature] _____ 3/24/2023 _____
 APPLICANT'S SIGNATURE DATE

Dealer Name: Unicar Enterprise, LLC

Dealer Phone #: 803-490-0391
Dealer Fax #: 803-490-0394

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PLEASE PRINT - INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

Last Name Greene		First Name Brittney		Middle Initial L	Social Security Number [REDACTED]	Relationship Spouse
Address [REDACTED]		Apt # / Suite #	P.O. Box	Rural Route	City [REDACTED]	State [REDACTED]
Home Phone [REDACTED]	Call Phone	Residential Status <input type="checkbox"/> Homeowner <input type="checkbox"/> Rent <input checked="" type="checkbox"/> Family <input type="checkbox"/> Other		Time at Address Yrs. Mos.		Rent/Mtg. Pmt \$ [REDACTED]
E-Mail Address		Driver's License No. [REDACTED]		Driver's License State	Time at Previous Address Yrs. Mos.	
Previous Full Address (if less than 2 years)		Apt # / Suite #	P.O. Box	Rural Route	City	State Zip
Employment Type <input checked="" type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Self-employed <input type="checkbox"/> Military <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Other		Salary [REDACTED]		Salary Type <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Annually		Occupation [REDACTED]
Length of Employment Yrs. Mos.		Work Phone Number [REDACTED]		Previous Employer Name [REDACTED]		
Previous Employment Type <input checked="" type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Self-employed <input type="checkbox"/> Military <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Other		Previous Occupation [REDACTED]		Previous Work Phone Number [REDACTED]		
Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered as a basis for repaying this obligation.						
Other Income (Monthly)		Source of Other Income		By signing you certify that the income entered on this Credit Application is accurate. [Signature]		
Comments						

AGREEMENT

The words "we," "us," "our" and "ours" as used below refer to us, the dealer, and to the financial institution(s) selected to receive your application. You understand and agree that you are applying for credit by providing the information to complete and submit this credit application. We may keep this application and any other application submitted to us and information about you whether or not the application is approved. You certify that the information on the application and in any other application submitted to us, is true and complete. You understand that false statements may subject you to criminal penalties. The words "you," "your" and "yours" mean each person submitting this application. You authorize us to submit this application and any other application submitted in connection with the proposed transaction to the financial institutions disclosed to you by us the dealers; in addition, in accordance with the Fair Credit Reporting Act, you authorize that such financial institutions may submit your applications to other financial institutions for the purpose of fulfilling your request to apply for credit. This application will be reviewed by the dealer and such financial institutions.

You agree that we may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with the proposed transaction and any update, renewal, refinancing, modification or extension of that transaction. You also agree that we or any affiliate of ours may obtain one or more consumer credit reports on you at any time during the term of your financing. If you ask, you will be told whether a credit report was requested, and if so, the name and address of any credit bureau from which we or our affiliate obtained your credit report. You agree that the dealer and the financial institutions may verify your employment, pay, assets and debts, and that anyone receiving a copy of this is authorized to provide such dealer and financial institutions with such information. You further authorize the dealer and the financial institutions to gather whatever credit and employment history each considers necessary and appropriate in evaluating this application and any other applications submitted in connection with the proposed transaction. You understand that we will rely on the information in this credit application in making our decision. The dealer and the financial institutions may monitor and record telephone calls regarding your account for quality assurance, compliance, training, or similar purposes.

You consent to receive autodialed, prerecorded and artificial voice calls and text messages for servicing and collection purposes from us at the telephone number(s) provided in this credit application, including any cell phone numbers. The consent applies to the dealer, who is the originating creditor in this transaction, as well as any assignee who may purchase your credit contract. You agree that this consent applies regardless of whether you agree to receive telemarketing/sales calls and text messages as provided below.

You consent to receive autodialed, pre-recorded and artificial voice telemarketing and sales calls and text messages from or on behalf of dealer (or any financing source to which dealer assigns my contract) at the following number(s) (803)309-9064 including any cell phone numbers. You understand that this consent is not a condition of purchase or credit.

You opt in You do not opt in

Signature of Applicant for election above: _____

Your dealer will inform you of the name and address of the financing sources to which this application shall be sent.

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO THE TERMS AND DISCLOSURES ON ALL PAGES OF THIS APPLICATION.

x [Signature] 3/24/23
CO-APPLICANT'S SIGNATURE DATE

STATE OF SOUTH CAROLINA CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE ID NUMBER 1GKS1CE09ER210569	YEAR 2014	MAKE GMC	MODEL YUKON	NEW/USED USED
BODY STYLE SU	DATE ISSUED 04-18-2023	ODOMETER 130,241	WEIGHT 5467	TITLE NUMBER 772010442113699
VEHICLE BRAND(S) ACTUAL MILEAGE				

FULL NAME OF OWNER(S)
GOLSON, TREMAINE D OR
GOLSON, BRITTNEY L
7524 MARIE ST
COLUMBIA SC 292093932

CUSTOMER NUMBER: 



FIRST LIENHOLDER
PROFESSIONAL FINANCIAL SERVICES
121 HUNTER VILLAGE DR STE E
IRMO SC 290637623
DATE OF LIEN 04/14/2023

1ST LIEN RELEASED _____
(DATE)
BY _____
(AUTHORIZED AGENT)

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

HENRY MCMASTER
GOVERNOR

REPLACEMENT OF THIS CERTIFICATE OF TITLE BY ANY OTHER MEANS IS VOID.

ELECTRONICALLY FILED - 2024 Jun 27 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2024CP4003931



EXHIBIT
tabbies
B

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.

VERIFICATION OF ACCOUNT
OF TREMAINE GOLSON A/K/A TREMAINE D.
GOLSON AND BRITTNEY L. GREENE A/K/A
BRITTNEY L. GOLSON

PERSONALLY APPEARED BEFORE ME the undersigned, who, after being duly sworn,
submits this Verification of Account:

I am employed by Professional Financial Services as Branch Manager. In this role, I
have access to the loan files and records of Professional Financial Services holder of the Retail
Installment Sale Contract and State of South Carolina Certificate of Title of a vehicle which is subject of
the lawsuit, executed by Tremaine Golson and Brittney L. Greene. After allowing all credits and setoffs,
there is due and owing on said Retail Installment Sale Contract the following amount:

Principal through October 3, 2023	\$14,242.00
Interest due from October 3, 2023 through April 30, 2024	\$ 1,556.12
Late Charges	\$ 160.34
TOTAL:	\$15,958.46

The account is due for the 10/14/23 installment. The last payment on the account was
received on 10/3/23 in the amount of \$ 492.89 and was applied to the
9/14/23 installment.

PROFESSIONAL FINANCIAL SERVICES

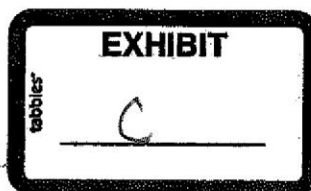
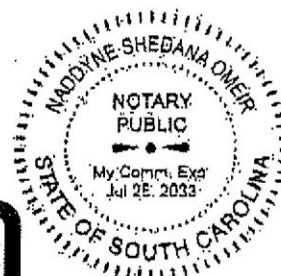
By: [Signature]

Its: Branch Manager

SWORN TO BEFORE ME this
17th day of June, 2024

(L.S.)

NOTARY PUBLIC FOR
PRINT NAME OF NOTARY Neddyne Shedana Omer
My Commission Expires: July 25, 2023



1 MS. GOLSON:

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CERTIFICATE OF ACCURACY

The undersigned certify that the foregoing is a true and correct copy of the Record on Appeal prepared in accordance with Rule 210, South Carolina Appellate Court Rules.

/s/ Tremaine Golson
/s/ Brittney Golson
7628 Stone St
Columbia, SC 29209

Dated: September 22, 2025

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1 MS. GOLSON:

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STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from the Court of Common Pleas
Richland County
Hon. Milton G. Kimpson, Circuit Court Judge

Trial Court Case No.: 2024-CP-40-03931
Appellate Case No.: 2025-000397

FORM 7 – PROOF OF SERVICE

I certify that I have served the within Record on Appeal on counsel for the Respondent by depositing a true and correct copy in the United States Mail, postage prepaid, addressed as follows:

John S. Kay, Esquire
Hutchens Law Firm LLP
240 Stoneridge Drive, Suite 400
Columbia, SC 29202

This the 22nd day of September, 2025.

/s/ Tremaine Golson
/s/ Brittney Golson
7628 Stone St
Columbia, SC 29209

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1 MS. GOLSON:

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RECEIVED

Sep 22 2025

SC Court of Appeals

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from the Court of Common Pleas
Richland County
Hon. Milton G. Kimpson, Circuit Court Judge

Trial Court Case No.: 2024-CP-40-03931
Appellate Case No.: 2025-000397

September 22, 2025

Clerk of Court of Appeals
South Carolina Judicial Department
1220 Senate Street
Columbia, SC 29201

Re: Record on Appeal Filing

Dear Clerk:

Enclosed for filing in the above-referenced matter please find the Record on Appeal, submitted pursuant to Rule 210, SCACR. Proof of service on Respondent's counsel is included within the Record on Appeal.

Respectfully submitted,

/s/ Tremaine Golson
/s/ Brittney Golson
7628 Stone St
Columbia, SC 29209