

**RECEIVED**

**Nov 06 2025**

**SC Court of Appeals**

**STATE OF SOUTH CAROLINA**

**APPEAL FROM RICHLAND COUNTY**

**COURT OF COMMON PLEAS**

CASE NO.: 2024-CP-40-03931 APPELLATE CASE NO. 2025-000397

---

PROFESSIONAL FINANCIAL SERVICES,

Plaintiff/Respondent,

v.

TREMAINE GOLSON a/k/a TREMAINE D. GOLSON AND BRITTNEY L. GREENE a/k/a  
BRITTNEY L. GOLSON,

Defendants/Appellants.

---

## **REPLY IN SUPPORT OF APPELLANTS' MOTION TO REINSTATE AND TO VACATE SUMMARY JUDGMENT**

COME NOW the Appellants, Tremaine D. Golson and Brittney L. Greene a/k/a Brittney L. Golson, appearing pro se, and respectfully submit this Reply to Respondent's Objection to Appellants' Motion to Reinstate.

---

### **I. INTRODUCTION**

Respondent's Objection misconstrues the factual and legal bases of Appellants' Motion to Reinstate. The Motion properly seeks relief under Rule 60(b), South Carolina Rules of Civil Procedure, and the South Carolina Consumer Protection Code, Title 37, because the judgment was obtained through material misrepresentations, lack of standing, and enforcement of a usurious and inaccurately disclosed finance contract.

---

## **II. ARGUMENT**

### **A. Standing Defects and Misrepresentation of Creditor**

1. The Retail Installment Sales Contract (“RISC”) identifies Unicar Enterprise LLC as the original seller-creditor and states that it is “pledged as collateral to BMO Harris Bank N.A., as agent for various financial institutions.”
  2. Respondent Professional Financial Services (PFS) filed suit and accepted payments without proving a valid assignment from Unicar Enterprise or a release of BMO Harris Bank’s security interest.
  3. Because PFS failed to establish ownership free of BMO Harris’s interest, it is not the real party in interest under Rule 17(a), SCRPC, and the judgment is void ab initio.
  4. Additionally, 15 U.S.C. § 1641(a) any civil action for a violation of this subchapter or proceeding under section 1607 of this title which may be brought against a creditor may be maintained against any assignee of such creditor, and (g) require that an assignee of a consumer credit contract receive and disclose the assignment within 30 days to the obligor. No such notice was provided to Appellants, further invalidating Respondent’s standing to collect or enforce the contract.
- 

### **B. Usury and Excessive Credit-Service Charge**

1. Under S.C. Code § 37-2-305, a creditor may not impose a credit-service charge above 18 percent unless it both files and conspicuously posts a maximum-rate schedule.
  2. Although Unicar filed a 29.99 % schedule, no posting occurred at the place of business.
  3. The contract’s effective annual rate of approximately 20.34 % exceeds the lawful cap and is usurious.
  4. A usurious contract is void as to its finance charge under § 37-5-108(1)(a).
- 

### **C. Material Misstatement of the APR**

1. The RISC discloses an APR of 18.99 %, but actuarial recalculation shows the true rate is  $\approx 20.34$  % based on 46 payments of \$469.85.

2. This understatement exceeds the tolerance allowed by 15 U.S.C. § 1638(a)(4) and 12 C.F.R. § 1026.22(a), violating TILA and § 37-2-201(2).
  3. Such a material misstatement voids the finance-charge portion of the agreement and, when combined with Respondent's status as an undisclosed assignee under 15 U.S.C. § 1641, renders the contract unenforceable against Appellants.
- 

#### **D. Rule 60(b) Relief Is Proper**

Respondent's argument that the judgment is final ignores that Rule 60(b) authorizes relief for mistake, fraud, or newly discovered evidence.

The discovery that the RISC was pledged to BMO Harris Bank and that the rate schedule was never posted satisfies these criteria.

Equity does not permit a judgment to stand when the underlying transaction is unlawful.

---

#### **E. Multiple and Premature Repossession Attempts**

1. Respondent and its agents made several repossession attempts before any valid judgment or order of possession.
  2. These actions occurred without judicial authorization and involved trespass and threats, in violation of S.C. Code § 37-5-108(1)(b) and UCC § 9-609(b), which forbid repossession by breach of peace.
  3. Such conduct demonstrates Respondent acted on a defective security interest and caused irreparable harm to Appellants.
  4. These procedural irregularities further justify reinstatement so the Court may review the legality of Respondent's conduct.
- 

### **III. CONCLUSION**

For the foregoing reasons, Appellants respectfully request that this Court:

1. Grant Appellants' Motion to Reinstate this matter for full review on the merits;
2. Vacate or set aside the prior summary judgment in favor of Professional Financial Services;
3. Declare the finance charge void for usury and material misdisclosure; and
4. Grant such other and further relief as justice and equity require.

Respectfully submitted this 6th day of November, 2025.

---

s/ Brittney L Golson

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

s/ Tremaine D Golson

Tremaine Golson a/k/a Tremaine D Golson

Pro Se Appellants

Mailing Address: 7628 Stone St Columbia, SC 29209

Phone: 803-309-9064

---

RECEIVED

Nov 06 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Milton G. Kimpson, Circuit Court Judge

Appellants Case No. 2025-000397

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

Professional Financial Services .....Respondent,

v.

Tremaine Golson aka Tremaine D Golson and Brittney L Greene aka Brittney L Golson

.....Appellants,

PROOF OF SERVICE

I certify that I have served the reply to motion for reconsideration on the respondents listed below on November 6, 2025, by depositing the same in the United States mail, postage prepaid and addressed as follows.

John S Kay, Hutches Law Firm LLP, 240 Stoneridge Drive, Suite 400 Columbia SC 29210