

**FORM 15
RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

The Honorable Kristi F. Curtis, Circuit Court Judge

Case No.: 2025-000242

Barbara Ann Johnson..... Appellant

McLaughlin Ford..... Respondent

RECORD ON APPEAL

RECEIVED

DEC 03 2025

SC Court of Appeals

Barbara Ann Johnson
308 Ruby Street
Lake City, S.C. 29560
(843) 206-2523
Appellant

Michael Jordan
10 Law Range
Sumter, S.C. 29150
(803) 774-1000
Attorney for Respondent

STATE OF SOUTH CAROLINA
In the Court of Appeals

Barbara Ann Johnson, Appellant v.
McLaughlin Ford, Respondent

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

The Honorable Kristi F. Curtis, Circuit Court Judge

Case No. 2025-000242

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Prepared for Filing: Barbara
Ann Johnson 308 Ruby Street
Lake City, South Carolina 29560
(843) 206-2523

Attorney for Respondent:
Michael M. Jordan, Esquire
10 Law Range
Sumter, South Carolina 29150
(803) 774-1000

STATE OF SOUTH CAROLINA
In the Court of Appeals

Barbara Ann Johnson, Appellant v.
McLaughlin Ford, Respondent

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

The Honorable Kristi F. Curtis, Circuit Court Judge

Case No.: 2025-000242

NOTICE OF APPEAL

Notice is hereby given that the Appellant, **Barbara Ann Johnson**, appeals to the South Carolina Court of Appeals from the final order entered on **July 23, 2025**, by the Honorable Kristi F. Curtis, Circuit Court Judge, in the Court of Common Pleas for Sumter County. This appeal includes all intermediate rulings and orders that may be considered under Rule 207, South Carolina Appellate Court Rules (SCACR).

Respectfully submitted,



Barbara Ann Johnson
308 Ruby Street
Lake City, S.C. 29560
(843) 206-2523
Pro Se Appellant

Date: December 02, 2025

CERTIFICATE OF SERVICE

I certify that I have this date served a copy of the foregoing **Notice of Appeal** upon counsel for the Respondent by depositing a copy in the U.S. Mail, properly addressed and with postage prepaid, as follows:

Michael M. Jordan, Esq.
10 Law Range
Sumter, S.C. 29150


Barbara Ann Johnson

Date: December 02, 2025

FINAL ORDERS AND JUDGMENTS



Sumter Common Pleas

Case Caption: Barbara Ann Johnson VS McLaughlin Ford
Case Number: 2024CP4301368
Type: Order/Electronic Form 4.

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

Electronically signed on 2025-01-08 17:12:34 page 3 of 3

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

IN THE MAGISTRATE COURT

Barbara Ann Johnson)
PLAINTIFF,)

2024 -CV-43101-2595

vs.)

ORDER

McLaughlin Ford,)
DEFENDANT.)

This matter came before the court for a bench trial on July 17, 2024. It was filed on May 17, 2024 following a public sale filed by McLaughlin Ford, case number 2024CV4320202698, which was continued due to Plaintiff contesting the sale.

FACTS

The testimony and evidence presented at trial were undisputed as to the following facts: On June 5, 2023, Plaintiff (Johnson) took her 2005 Ford Explorer with 145,319 miles on the odometer to the Defendant (McLaughlin) with the following complaints: the customer wanted it inspected, was concerned about an oil and transmission fluid leak, the vehicle was running rough at idle, and the vehicle would shake violently when driving down the road.

Johnson informed McLaughlin that she had a warranty and the company would cover the costs. McLaughlin explained that they could not guarantee diagnostics would be covered and followed their procedure of having customers with high mileage, older vehicles sign a Disclaimer of Warranties. Johnson denied she signed it and denied she signed the release on the initial intake sheet after Defendant's Service Advisor, Olivia Croft, testified that she explained to Johnson for approximately three minutes that if the warranty company refused to pay, she

would be responsible for the bill. Both of these documents were submitted into evidence and the court noted that the signatures were similar to other court documents signed by Johnson.

On June 22, 2024 at 12:32 pm, Plaintiff approved the “tear down to the point of failure” as required by the warranty company in order to diagnose the problem. The warranty company would not approve any work until this was completed. After the engine was completely dismantled, it was determined that a new engine was needed. The warranty company offered partial payment and Plaintiff would be responsible for the remaining amount due.

On September 15, 2024, Plaintiff communicated to Defendant that she would be providing her own engine. Defendant explained that this would change the approved coverage and they would need to inform the warranty company. McLaughlin testified that per the warranty company, the customer supplied engine would void the warranty and this was communicated to the Plaintiff. Under the approved warranty claim, Johnson would be responsible for \$4,120.00 - the balance remaining after the warranty was applied to the engine replacement. If Plaintiff chose not to replace the engine, \$1,911.11 was still outstanding for the work actually performed in removing the engine and the diagnostic determination. Communications with the Plaintiff continued attempting to come to a resolution. Defendant sent a Right to Cure notice to Johnson on January 24, 2014 and she did not respond. Defendant filed with the court for a public sale which was scheduled for June 3, 2023 – eleven months after the vehicle was taken to McLaughlin.

Johnson testified that she never needed a new engine, she never gave McLaughlin approval to remove her engine, she believed they broke the timing chain, and they were trying to “get over the warranty company and [herself].”

ANALYSIS

Clearly, McLaughlin obtained the release and the Disclaimer of Warranties was signed by Johnson. McLaughlin explained extensively to Johnson that they could not guarantee that the warranty company would pay for diagnostics and that the warranty company would not approve any payment until the "tear down to the point of failure" was performed. Johnson approved the "tear down" and the diagnostic was performed.

Johnson's inability or refusal to accept that a "tear down to the point of failure", means the engine is completely dismantled or removed from the vehicle, does not eliminate her responsibility. The Plaintiff testified fervently that she never needed a new engine. However, she was the one who informed McLaughlin that she could find a used engine for less money.

McLaughlin acted in good faith, made every effort to work with Johnson, painstakingly explained the process and procedures to her, even lowered their labor costs at the request of the warranty company to accommodate Johnson. The vehicle remains at McLaughlin's currently because Johnson has chosen not to replace the engine and apply the partial warranty, and in the alternative, refused to pay for the approved work performed.

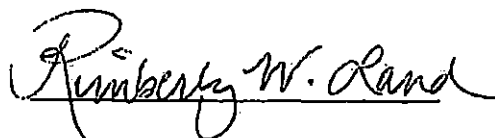
HOLDINGS

For the forgoing reasons, this court finds that the Plaintiff has failed to meet her burden of proof by the preponderance of the evidence, is not a credible witness, and is not entitled to relief from the Defendant.

AND IT IS SO ORDERED.

July 23, 2024

July 23, 2024


Sumter County Magistrate Judge

STATE OF SOUTH CAROLINA,)
COUNTY OF Sumter)

Barbara Ann Johnson)
Plaintiff)

vs.)

McLaughlin Ford)
Defendant.)

IN THE COURT OF COMMON PLEAS

300 JUDICIAL CIRCUIT
CERTIFIED TRUE COPY
OF ORIGINAL FILE

Barbara Ann Johnson
MOTION AND AFFIDAVIT TO
PROCEED IN FORMA PAUPERIS
COURT OF COMMON PLEAS
SUMTER COUNTY
SOUTH CAROLINA

2024-CP-43-1368

FILE NO. _____

I, Barbara Ann Johnson being duly sworn, state that I am the Plaintiff and that

I do not have the funds available to pay the costs of filing and service in the present matter. I
hereby request that the complaint be filed and service made without costs.

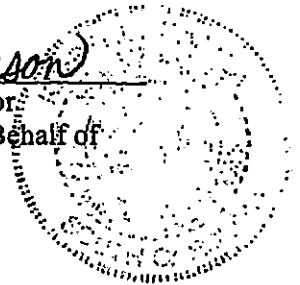
2024 AUG -7 AM 11:53
RECORDED

Sworn to and Subscribed before me)
this 5th day of August, 2024)

Kimberly Rayala)
Notary Public for South Carolina)

My Commission expires 24 FEB 2033)

Barbara Ann Johnson
Signature of Plaintiff or
Person Filing Complaint on Behalf of
Plaintiff



ORDER

Leave is *granted* to proceed in forma pauperis without payment of the filing fee.

Leave is granted to proceed in forma pauperis without payment of the service cost.

Leave is *denied* to proceed in forma pauperis.

Dated: 8-7, 2024
Sumter, South Carolina

Kristi Curtis
JUDGE/CLERK OF COURT

NOTICE TO PLAINTIFF: The Court may assess costs against either party at hearing.

SCCA 405CP (10/10)

**APPELLANT'S DESIGNATION OF MATTER TO BE
INCLUDED IN RECORD ON APPEAL**

**FORM 14
DESIGNATION OF MATTER TO BE
INCLUDED IN THE RECORD ON APPEAL**

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

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

George McFaddin, Circuit Court Judge

Case No. 2025-000242

Barbara Ann Johnson,

Appellant,

v.

McLaughlin Ford,

Respondent.

**DESIGNATION OF MATTER TO BE
INCLUDED IN THE RECORD ON APPEAL**

Appellant proposes the following be included in the Record on Appeal:

1. Order of July 23, 2024;
2. Complaint;
3. Answer;
4. Phone conversation w/Hannah from Total Warranty
5. Transcript of Proceedings pp.2(line 18-20); pp. 3(line 2-4); pp. 22(line 7-14); pp. 5(line 24-25); pp.6 (line 1-10);
6. Voicemail messages from Olivia;
7. Complete Service Records and Invoices for the vehicle;
8. Affidavits from Thomas McCrea.

I certify that this designation contains no matter which is irrelevant to this appeal.

July 8, 2025

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

FORM 14
AMENDED DESIGNATION OF
MATTER TO BE INCLUDED IN
THE RECORD ON APPEAL

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

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

George McFaddin, Circuit Court Judge

Case No. 2025-000242

Barbara Ann Johnson, Appellant

v.

McLaughlin Ford, Respondent.

AMENDED DESIGNATION OF MATTER
TO BE INCLUDED IN THE RECORD ON
APPEAL

Appellant proposes the following be included in the Record on Appeal:

1. Order of July 23, 2025;
2. Complaint;
3. Answer;
5. Transcript of Proceedings pp.2(line 18-20); pp. 3(line 2-4); pp. 22(line7-14); pp. 5(line 24-25); pp. 6 (line 1-10)
6. Voicemail messages from Olivia;
7. Complete Service Records and Invoices for the vehicle
8. Affidavits from Thomas McCrea
9. Letter of legal aid for Barbara Johnson's previous lawyer prior to the civil case

I certify that this designation contains no matter which is irrelevant to this appeal.

July 10, 2025

/s/ Barbara Ann Johnson
Barbara Ann Johnson
308 Ruby Street
Lake City, South
Carolina 29560

Michael McKinney Jordan,
Esquire
10 Law Range
Sumter, SC 29150
(803) 774-1000
Attorney for Respondent

Sumner County Third Judicial Circuit - Roster Details
 Appals Nov-18-2024 @ 2:00 on Crim 30

Case	Plaintiff Attorney	Defendant Attorney	Filed Date	Sub Type	Status	Notes
2024-0001234 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001235 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001236 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001237 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001238 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001239 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001240 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001241 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001242 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001243 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001244 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001245 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001246 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001247 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001248 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001249 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	
2024-0001250 State v. [Name]	[Name]	[Name]	11/15/24	Domestic Violence	Open	

Sumner County
 Third Judicial Circuit
 Clerk of Court
 Sumner County
 South Carolina

Sumter Magistrate Court

Bethel fire - table to list as

May 02, 2024

PTC Date/Time	Case File Date Case type	Plaintiff/Attorney	Defendant/Attorney	Motion Type/Notes
✓ May 06 2024 10:00 AM	2024CV4310100221 January 12 2024 Public Sale	Bailey'S Automotive	Johnson, Amanda	Civil Public Sale Hearing/Bailey'S Automotive None
May 06 2024 10:00 AM	2024CV4310100260 January 16 2024 Public Sale	J AND J Towing of Sumter LLC	Owner Unknown	Civil Public Sale Hearing/J AND J Towing of Sumter LLC None
May 06 2024 10:00 AM	2024CV4310101120 February 22 2024 Summons & Complaint	First Franklin Financial Corporation <i>Michael Walters-att</i> None	Hodges, Drucilla Hodges, Drayne	Civil Court/First Franklin Financial Corporation None
<i>cont.</i>				
May 06 2024 10:00 AM	2024CV4310101474 March 21 2024 Public Sale	Shawn'S Automotive	Nathaniel, Isadone	Civil Public Sale Hearing/Shawn'S Automotive None
May 06 2024 10:00 AM	2024CV4310101662 April 03 2024 Public Sale	Southeast Auto Inc	Epps, Harry	Civil Public Sale Hearing/Southeast Auto Inc None
May 06 2024 10:00 AM	2024CV4310101698 April 05 2024 Public Sale	Mclaughlin Ford <i>cont. per parties request.</i>	Johnson, Barbara	Civil Public Sale Hearing/Mclaughlin Ford None
May 06 2024 10:00 AM	2024CV4310101699 April 05 2024 Public Sale	Mclaughlin Ford	Haynes, Sherry	Civil Public Sale Hearing/Mclaughlin Ford None

DO NOT SEE FURTHER CHECKING NEEDED.

PLEADINGS

STATE OF SOUTH CAROLINA

COUNTY OF Sumter

Barbara Ann Johnson

Plaintiff(s)

vs.

McLaughlin Ford

Defendant(s)

Submitted By: BARBARA A JOHNSON

Address: 307 RUBY ST
Lake City, SC 29566

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

-CP-

SC Bar #: 243-214-2523

Telephone #: 243-214-2523

Fax #:

Other:

E-mail:

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), General (130), Breach of Contract (140), Fraud/Bad Faith (150), Failure to Deliver Warranty (160), Employment Discrim (170), Employment (180), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case? 20, -NI- -, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Assault/Battery (370), Slander/Libel (380), Other (399)
Real Property: Crime & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Administrative Law/Relief: Reinstatement, License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Incapacitated Adult Settlement (790), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCJOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex/Other: Environmental (600), Automobile Arb (610), Medical (620), Other (699), Sexual Predator (510), Permanent Restraining Order (680), Interpleader (690), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of-State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Pre-Suit Discovery (670)

Submitting Party Signature:

Barbara Ann Johnson

Date:

Aug 7, 2024

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR under ADR Rule 3(b) upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. Cases may also be exempt from ADR under ADR Rule 3(c) upon motion to and approval by the court.
6. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
7. Application of a party to be exempt from payment of neutral fees due to indigency should be filed with the Clerk of Court prior to the scheduling of the ADR conference.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA

COUNTY OF Sumter

) IN THE COURT OF COMMON PLEAS
) FOR THE _____ JUDICIAL CIRCUIT

2024 JUN 17 PM 12:59

Barbara Ann Johnson

Plaintiff,

vs.

McLaughlin Ford

Defendant.

PROOF OF ADR

Docket No. _____

24-1368

PURSUANT to the South Carolina Alternative Dispute Resolutions Rules (SCADR):

1. Alternative Dispute Resolution (ADR) was conducted on the _____ day of _____ 20____
in the form of

- a. mediation
- b. non-binding arbitration
- c. binding arbitration (attached appropriate order of dismissal)

2. The neutral(s) was/were (Name(s) of arbitrator(s)/mediator(s))

3. Present at the ADR conference were:

- a. Plaintiff
- b. Defendant
- c. Lawyer(s) for Plaintiff _____
- d. Lawyer(s) for Defendant _____
- e. Representative for Insurance Carrier _____
- f. Guardian *ad litem* _____
- g. Expert(s) _____
- h. Others _____

4. As a result of ADR, this case should be considered (check one)

- a. fully settled by Consent Judgment to be filed by _____
- b. fully settled Voluntary Dismissal to be filed by _____
- c. Partially settled
- d. at an impasse

Submitted this _____ day of _____, 20____

Neutral's Signature/Electronic Signature

Barbara Ann Johnson
PLAINTIFF(S)

McLaughlin Ford
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), 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:

This appeal was heard on November 18, 2024. After hearing from Appellant and reviewing the Magistrate's Return and Order, the decision of the magistrate is AFFIRMED. Appellant has failed to meet her burden of proving that the Magistrate committed any error of law. Appellant has thirty days from receipt of this order to appeal this decision to a higher court.

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 01/08/2025 .

Judge Kimberly W Land
Barbara Ann Johnson for Barbara Ann Johnson
McLaughlin Ford for McLaughlin Ford
McLaughlin Ford for McLaughlin Ford
Barbara Ann Johnson for Barbara Ann Johnson

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

Barbara Johnson
308 Ruby Street
Lake City, SC 29560

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**Sumter Magistrate Court
190 E. Canal Street
Post Office Box 1428
Sumter, SC**

on **May 6, 2024 at 10:00 AM** to serve as a party in a Bench Trial in the case of:

RE: McLaughlin Ford

Vs

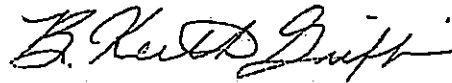
Barbara Johnson

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2024CV4310101698, Public Sale.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE
AND PROVIDED.**



JUDGE

**Sumter Magistrate Court
190 E. Canal Street
Post Office Box 1428
Sumter, SC 29151-1428
Phone: (803) 436-2280
Fax: 803-774-6170**

April 8, 2024

RECORDED

Attachments:

2024 AUG -7 PM 12: 49

Warranty Information
Service Records
Statements of Support

SHIRLEY A. MITCHELL
Clerk of Court
SOUTH CAROLINA COUNTY S.C.

Witness':

Thomas McCrea (Mechanic) 1817 Lake Carolina Drive Columbia, SC 29229
Barry Headman Total Warranty Services, PO Box 3948, West Palm Beach, FL 33402
Grant O'brien (Adjuster) Total Warranty Services, PO Box 3948, West Palm Beach, FL 33402
Mike (Adjuster) Total Warranty Services, PO Box 3948, West Palm Beach, FL 33402
Hanna (Reception) Total Warranty Services, PO Box 3948, West Palm Beach, FL 33402
Jeremy Winters (Dick Smith Automotive) 7201 Gamers Ferry Road Columbia, SC 29209

Judge that made decision on case:

Judge Kimberly W. Land

Magistrate Court Appeal

RECORDED

2024 AUG -7 PM 12: 49

2024-CP-43-1368

08/05/2024


JAMES B. CAMPBELL
CLERK OF COURT
SLATER COUNTY, S.C.

To whom it may concern,

I am Barbara Johnson, the owner of the 2005 Ford Explorer Sport Trac. I didn't give anyone permission to remove my motor from my vehicle. I made an appointment with Olivia, we discussed the noise my truck was making and the gasket on the oil pan. I told her I have a warranty that will pay for my diagnostics and I will need it back before August for a wedding. I took my vehicle in for an appointment and I talked with Olivia and she said that they will get it into the shop as soon as they can because they have regular customers ahead of me. I said as long as I have it back because I got a lot to do. In July I called to check on my vehicle and she told me that she would call me because I was calling so regularly. She finally called and said we finally got to it and the timing is broken and the warranty company is requesting the service records. She said the warranty company is coming to look at the vehicle. I said I will get them and bring them in ASAP. I started calling my son in law as a mechanic and was informed it couldn't be the timing because I wouldn't have been able to drive the vehicle to the shop. So I went to the shop the next day in the evening. Olivia wasn't there and someone else took the records (a female). I asked Olivia the advisor I was working with, she said that she was out to lunch. I said I will wait, Olivia never came back from lunch, I waited at least an hour and a half before I left. I called Thomas and told Thomas we both would go to the shop the next day. Because I told Olivia over the phone when she called me and I told her it couldn't have been my timing chain because I drove it to the shop and why was my motor out and I needed my truck next month. She said this is why I hate to do warranties. So I said they will pay for the diagnostics. That is the purpose because I am on a limited income and that is why I bought it. So the next day we went to ask to speak to the service Manager. (Butch) came and Thomas asked him why they took the motor out of my vehicle he stated the warranty company told them and so did Olivia, and they are paying for a motor so why not. Thomas said wouldn't it be cheaper to just install the timing chain if it were broken he said no. I told him I needed my vehicle so I called the warranty company and spoke with Barry Grant, he stated they didn't tell them to remove my motor, only to take pictures of the point of failure. I asked to do a three-way call which was refused. Because they both are pointing fingers at each other. I told them I was not paying anything but my deductible after she said the warranty company is only paying \$3500.00 for the motor and I am responsible for the rest, I said no I am not because y'all are

*found out
it wasn't
him
I guess
it was
the forman*

supposed to consult me before y'all do any kind of work, y'all can't make me get a motor and my vehicle was drivable. I called the warranty company again and Barry said I wish they didn't take your motor out just to send pictures. I said if my timing was broken I wouldn't be able to drive it. He said the warranty company only has \$3500 left plus \$750 that was never claimed. I called McLaughlin Ford and told them the same. I told them the warranty company said they did not give anyone authorization to remove my motor and there is \$4590.00 remaining on my contract and I can get a used motor but they refused to put a motor in so I told them to put my vehicle back like I brought it to them. They refused to do it also. They are responsible for this situation, taking matters into their own hands. I would like to bring a Civil Suit and pain and suffering because I was months without my truck for all these months paying insurance and not being able to drive my truck. I want to sue for damages they caused, whatever the court will allow in the matter. On July 17, 2024, a bench trial was held in Sumter County. On July 23, 2024, a decision was made in favor of the defendant McLaughlin Ford. I would like to appeal this decision due to the judge not allowing me access to my witness via phone due to the witness' unable to take off work. Witnesses had been to court on the previous three times that the case was continued due to defendants not being available. I did not know that I needed to receive affidavits for individuals that were unable to make it to court. I request a new decision and oppose the decision made by Judge Kimberly W. Land. Everything provided by McLaughlin Ford is frivolous, and they lied under oath. I did not sign a disclaimer of warranty, the documentation provided does not contain my valid signature. My warranty company does pay for diagnostics and did not authorize the tear down of my vehicle. McLaughlin Ford was not authorized to remove my motor and they did not act in good faith. The judge did not ask me if I had any evidence to provide to prove my case, but she did ask McLaughlin Ford. The warranty company stated they could no longer talk with me, but the courts can call (I have a voice recording as evidence. McLaughlin Ford never sent an invoice for the amount they state that I owe. I would like this case to be appealed.


Barbara Ann Johnson
Plaintiff
308 Ruby Street
Lake City, SC 29560
843-206-2523
Barbarashaw308@gmail.com



me Nov 15, 2023



to Jane ▾

----- Forwarded message -----

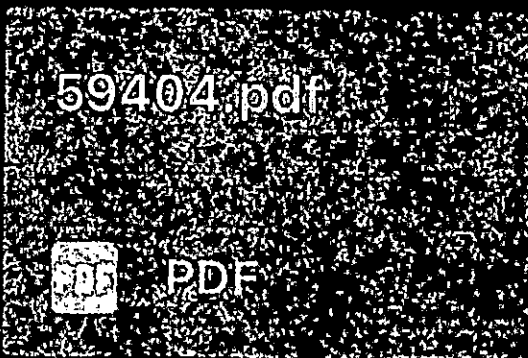
From: oliviac@mfsumter.com

<oliviac@mfsumter.com>

Date: Wed, Aug 2, 2023 at 12:28 PM

Subject: 5UB06946

To: <barbarashaw308@gmail.com>



Service Estimate

McLAUGHLIN MOTORS INC.
 950 NORTH MAIN STREET
 SUMTER, SC 29150
 803-773-1481 Fax: 803-778-1058
 www.MCLAUGHLINFORD.COM

Estimates good for 30 days, tax not included

BARBARBA JOHNSON
 308 RUBY ST
 LAKE CITY, SC 29560
 Other Phone: (843) 206-2523

Vehicle: 05 FORD EXPLORER S
 VIN: 1FMZU67K55UB06946
 Control #: 038707

LN	Opcode	Description				Amount
A	99PX	MULTI POINT INSPECTION				Labor \$0.00
						Line Total \$0.00
B		Customer states vehicle has an oil leak check and advise.				Labor \$0.00
						Line Total \$0.00
C		Customer states vehicle has a transmission fluid leak check and advise.				Labor \$195.00
		Diag and found trans pan gasket leaking, requesting replacement.				
	Parts	Description	Quantity	Unit Price	Ext. Price	
	F5TZ 7A191A	PAN GASKET	1	\$14.82	\$14.82	
						Parts \$14.82
						Line Total \$209.82
D		Customer states vehicle is running rough at idle check and advise.				Labor \$2,639.00
		Cause: Diag and found vehicle's engine is knocking at the lifters. Requesting engine replacement.				
	Parts	Description	Quantity	Unit Price	Ext. Price	
	JL2Z 6V012 DRM	KIT - REMAN.EN	1	\$4,798.67	\$4,798.67	
	W705495 S900	STUD	12	\$2.75	\$33.00	
	W701706 S2	NUT-HEX	12	\$1.38	\$16.56	
	4L2Z 9448 CA	GASKET	2	\$15.00	\$30.00	
	F77Z 6379 AC	BOLT - HEX.HEA	8	\$6.02	\$48.16	
	5L2Z 9461 AA	GASKET	6	\$5.25	\$31.50	
	FL 400 S	FILTER ASY - OIL	1	\$9.07	\$9.07	

XO 5W30 DSP	MOTORCRAFT SAE 5W-30 API	6	\$7.95	\$47.00
RT 1167	THERMOSTAT ASY	1	\$28.18	\$28.18
RG 637	O RING	1	\$2.46	\$2.46
KM 3269	TUBE ASY	1	\$12.60	\$12.60
JK6 873 EA	V-BELT	1	\$54.00	\$54.00
378941 S441	NUT-HEX	4	\$2.75	\$11.00
VC 13 G	ANTI-FREEZE	2	\$20.15	\$40.30
ZC 20	SHAMPOO - ENGINE	1	\$8.96	\$8.96
SP 500 X	SPARK PLUG	6	\$7.22	\$43.32
SALES TAX	SALES TAX	1	\$500.54	\$500.54

Parts \$5,716.20

Line Total \$8,355.20

E Customer states when driving down the road and customer hit's a bump vehicle shakes violently Check and advise.

Labor \$0.00

Line Total \$0.00

Estimate Total Summary

Total Labor \$2,834.00

Total Parts \$5,731.02

Total Misc \$0.00

SHOP SUPPLIES \$25.00

Shop Charge \$0.00

REG COMPL FEE \$1.27

Grand Total \$8,591.29

X



SUMTER, SC 29150
 (803)778-1481 FAX (803)778-1056
 WWW.MCLAUGHLINFORD.COM

104 JOH

BARBARBA JOHNSON 308 RUBY ST LAKE CITY, SC 29560		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.	
		1FMZU67K55UB06946	145319	145319	06/05/23 12:28	01/24/24	59404	
		VEHICLE DESCRIPTION					TAG NO.	STATUS
		2005 FORD EXPLORER S					07717	COMPLETE
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
038707							Cash	
CELL	PHONE 2	PHONE 3	STOCK NO.	SERV. ADV.		RO COMMENT		
(843) 206-2523				DANA BELANGIA (315)				

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount																					
A *	99PX		A09		Customer	\$0.00																					
Concern MULTI POINT INSPECTION																											
Line Total...						\$0.00																					
B *			A09		Customer	\$0.00																					
Concern Customer states vehicle has an oil leak. Check and advise.																											
Line Total...						\$0.00																					
C *			A09		Customer	\$150.00																					
Concern Customer states vehicle has a transmission fluid leak. Check and advise.																											
Cause VERIFIED CUSTOMERS CONCERN LEAKING FROM PAN GASKET																											
<table border="1" style="width: 100%;"> <thead> <tr> <th>Part Number</th> <th>Description</th> <th>Qty.</th> <th>Unit Price</th> <th>Ext. Price</th> </tr> </thead> <tbody> <tr> <td>F5TZ 7A191 A</td> <td>GASKET</td> <td>1</td> <td>\$14.82</td> <td>\$14.82</td> </tr> <tr> <td colspan="4" style="text-align: right;">Parts Total...</td> <td>\$14.82</td> </tr> <tr> <td colspan="6" style="text-align: right;">Line Total...</td> <td>\$164.82</td> </tr> </tbody> </table>						Part Number	Description	Qty.	Unit Price	Ext. Price	F5TZ 7A191 A	GASKET	1	\$14.82	\$14.82	Parts Total...				\$14.82	Line Total...						\$164.82
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Parts Total...				\$14.82																							
Line Total...						\$164.82																					
D *			A09		Customer	\$1,668.00																					
Concern Customer states Vehicle is running rough at idle. Check and ad																											
Cause VERIFIED CUSTOMERS CONCERN, FLUID LEVEL GOOD BUT DARK, ENGINE TICKING, LIFTERS TAPPING FROM TIMING JUMP. CUSTOMER OK TEAR DOWN OF 12 HOURS T																											
Correction O POINT OF FAILURE ON 6/22/23																											
Line Total...						\$1,668.00																					
E *			A09		Customer	\$0.00																					

SCHWARTZ, MCLEOD & JORDAN

Attorneys at Law

10 Law Range

Sumter, South Carolina 29150

Ramon Schwartz, Jr. (1925-2017)
Kirk McLeod (1921-1987)
Michael M. Jordan

Telephone (803) 774-1000
Facsimile (803) 774-1005
Email mjordan@legaloff.net

April 28, 2025

Barbara Johnson
308 Ruby Street
Lake City, South Carolina 29151-1428

RE: McLaughlin Ford v. Barbara Johnson, 2024CV4310101698 - Notice of Public Sale
Barbara Johnson v. McLaughlin Ford, 2024CV4310102595 - Summons Filed
Appellate Case No. 2025-000242

Dear Ms. Johnson:

As you are aware, I represent McLaughlin Ford in the above matters. As you may recall from the hearings in these matters, McLaughlin Ford was and remains willing to return your vehicle and all components (not re-installed) to you for payment of the amount incurred for the work performed in opening the motor and photographing same, "to the point of failure" for purposes of your warranty claim. That amount is \$1,668.00 per the attached invoice. That is the amount McLaughlin Ford incurred in technician costs for the work performed, which triggered the offer of warranty coverage benefits back to you in the amount of \$4,690.78.

If you agree to the above, then you would need to make the payment and have the vehicle transported by tow truck from McLaughlin Ford to your location of choice. We would also need to sign a mutual release and dismissal of all pending of all cases listed above, so as to end all outstanding legal issues and matters between you and McLaughlin Ford.

Thank you and please let me hear back from you as soon as you can.

With kindest regards, I am

Sincerely,

SCHWARTZ, MCLEOD & JORDAN


Michael M. Jordan

Barbara Johnson
308 Ruby Street
Lake City, South Carolina 29560

May 5, 2025

Michael M. Jordan
Schwartz, McLeod & Jordan
Attorneys at Law

10 Law Range
Sumter, South Carolina 29150

Re: McLaughlin Ford v. Barbara Johnson, 2024CV4310101698 -
Notice of Public Sale

Barbara Johnson v. McLaughlin Ford, 2024CV4310102595 -
Summons Filed

Appellate Case No.: 2025-000242

Dear Mr. Jordan,

I am writing in response to your letter dated April 28, 2025. I do not accept the offer as outlined in your letter. I did not authorize McLaughlin Ford to perform any work on my vehicle beyond diagnostic services, which were to be covered by my warranty. At no point did I approve the additional labor to disassemble the motor or incur costs beyond warranty diagnostics.

Furthermore, I personally drove my vehicle to McLaughlin Ford, and I expect it to be returned to me in the same fully drivable condition in which it was delivered. It is unacceptable to be charged for unauthorized work, especially work that rendered my vehicle inoperable. I did not request or consent to the removal or non-reinstallation of any components.

I respectfully request the immediate return of my vehicle in the condition it was in when I brought it to McLaughlin Ford, completely assembled and operational. I will not be making any payment for unauthorized services, nor will I be signing any mutual release or dismissal until this matter is resolved fairly and justly.

Please respond promptly so this matter can be resolved without further delay.

Sincerely,

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1. Retail Purchase Agreement
2. Used Vehicle Limited Warranted
3. Legacy Vehicle Service Contract and Booklet
4. Voicemails Left By Olivia
5. Estimate Email Received on 08/02/2023
6. Odometer Meter Mileage When Dropped Off at Shop 06/05/2023 12:15 pm
7. Service and Repair Contracts From Different Shops
 - a. Mike Reichenbach 31699
 - b. Pace Automotive 00002341
 - c. Dick Smith Ford 190802
 - d. Five Star Nissan Florence 47178
 - e. Mike Reichenbach 47491
 - f. Mike Reichenbach 50204
 - g. Altman Automotive 26733
 - h. Pace Automotive 10467
 - i. Five Star Nissan 60013
 - j. Dick Smith Ford 215653
 - k. Lonnie Roberts Auto Service 914626
 - l. Carolina Tire 222245
 - m. O'Reilly Auto Parts Thermostat Purchase 03/19/2023 Installed by Bubba
 - n. Affirm/Walmart Tires 44646
 - o. Interstate Batteries 307365559

FIVE STAR NISSAN FLORENCE
 311 N CASHUA DRIVE
 FLORENCE SC 29501
 843-507-2263

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): BARBARA ANN JOHNSON CUST# 109208
 Address: 308 RUBY ST LAKE CITY, SC 29560 Deal #: 50003803
 Telephone: 843-208-2523 E-mail: _____ Date: 12/01/2020
 County: FLORENCE
 DOB: 11/13/1983 D.L./State I.D.# 004139464 Issuing State: SC Exp. Date: 11/13/2024

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR 2005	MAKE FORD	MODEL Explorer Sport Trac	COLOR BLACK	STOCK NO. 200780A
VIN/SERIAL NO. 1FMZU67K55UB06946		ODOMETER READING <input type="checkbox"/> Not Accurate 124885	SALESPERSON MYERS, DANNIE JEROM	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> PRIOR LEASE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

WARRANTY STATEMENT:

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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. 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.

We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

TRADE-IN VEHICLE INFORMATION

Year: <u>N/A</u>	Make: <u>N/A</u>	Model: <u>N/A</u>	Color: <u>N/A</u>
VIN/Serial No.: <u>N/A</u>		Odometer Reading: <input type="checkbox"/> Not Accurate <u>N/A</u>	
Trade-In Allowance: <u>N/A</u>		Balance Owed & Lienholder: <u>N/A</u>	

The Deposit/Down Payment received from you is fully refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for N/A days.

****DEALER CLOSING FEES:** This Dealership charges closing fees on a motor vehicle sales contract. It is a charge that is permitted but not required by law (Section 37-2-307). The full cash price charged at any dealership depends on many factors, including all products and services bought with the Vehicle.

CASH PRICE OF VEHICLE	7500.00
N/A	N/A
N/A	N/A
N/A	N/A
CAR CARE	650.00
TOTAL WARRANTY SVCS	2700.00
N/A	N/A
TITLE REGISTRATION	55.00
N/A	N/A
TOTAL TAX	400.47
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
DEALER CLOSING FEES**	509.43
TOTAL DUE	11814.90
LESS DEPOSIT/DOWN PAYMENT*	3350.00
LESS REBATE	N/A
N/A	N/A
LESS CASH DUE AT DELIVERY	000
AMOUNT TO BE FINANCED (See Paragraphs 11 and 14)	8464.90

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

IF THE BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION
 IF THE BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) AGREEMENT

NAVY FEDERAL CREDIT UNION
 P.O. BOX 25109
 LEHIGH VALLEY PA 18002

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement is not binding upon either Dealer or Purchaser until signed and accepted by an Authorized Dealership Representative.

Barbara Ann Johnson
 Purchaser: _____ 12/01/2020
 Finance: _____

Accepted by Authorized Dealership Representative: _____ 12/01/2020

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement have particular meanings:
 - **Agreement** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference whether such reference is made in this Agreement or in the document itself.
 - **You, Your** - Means the Purchaser(s) identified in this Agreement.
 - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
 - **Manufacturer** - Means the company that manufactured the Vehicle.
 - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
 - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your purchase for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on your representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full; any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraisal amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
8. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled with full refund of any Deposit/Down Payment if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2, 7, or 14. If you delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you upon receipt of payment for any repairs made by us while the Trade-In Vehicle is in our possession. If we have already sold the Trade-In Vehicle, we will pay you the proceeds from such sale, less a selling commission of 15% and any expense incurred by us in storing, conditioning and advertising the Trade-In Vehicle for sale. Regardless of whether we return the Trade-In Vehicle, we have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lender. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to the actual amount you owe us. If the actual amount you owe to us is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or a date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction and seek collection for amounts due; (4) retain any cash down payment made by you; and/or (5) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lender and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance owed to the Lender.
11. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtain the best rate or could have obtained a better rate from us or a third party.
12. **GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA.**
13. **LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY SOUTH CAROLINA LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
14. **CONDITIONAL (SPOT) DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** You may secure financing for this transaction through us or a financing institution of your choice. If you have elected to secure financing through us, the provisions of the Conditional (Spot) Delivery Agreement/Limited Right to Cancel will apply. You agree that we may immediately proceed to sell any Trade-In Vehicle, even if it is sold prior to the assignment of the Retail Installment Sale Contract to a financing institution. We may cancel this Agreement if: (1) you provide false or incomplete information regarding your creditworthiness; your credit application is not approved by a financing source; or (2) your purchase is subject to the Conditional (Spot) Delivery Agreement/Limited Right to Cancel and the Retail Installment Sale Contract is not accepted or approved by a financing source on terms acceptable to us.
15. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.



South Carolina Department of Motor Vehicles Title Application

All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

DEAL# 5000360

CUST# 10820

Form 400

(Rev. 02/18)

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Applications can be mailed to SCDMV P.O. Box 1488 - 10311 Wilson Blvd. Blythewood, SC 29016 - 0024. Title will be mailed to the address on record with SCDMV. Visit our website www.scdmvonline.com to verify and correct your mailing address prior to requesting the title or call our Customer Call Center at (803) 898-6400.

Am applying for a (check box that applies):

NEW TITLE AND REGISTRATION

TITLE AND PLATE TRANSFER

TITLE ONLY

LEASED VEHICLE

SECTION A - VEHICLE INFORMATION		VEHICLE IDENTIFICATION NUMBER			TRANSFER PLATE NUMBER	
		1FMZU67K65UB08846				
MAKE	YEAR	BODY STYLE	MODEL	EMPTY WEIGHT	GVW	
FORD	2005	MP	Explore		5,001 - 6,000 Lbs	
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM RESIDENTIAL ADDRESS)			CITY	STATE	ZIP CODE	COUNTY
				SC		
NEW OR USED	DATE OF PURCHASE	DATE FIRST OPERATED IN SC	ENERGY EFFICIENT MANUFACTURED HOME?		VEHICLE TYPE (CAR, ELECT)	
USED	12/01/2020	12/01/2020	<input type="checkbox"/> YES <input type="checkbox"/> NO			

SECTION B - ODOMETER MILEAGE Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I state that the odometer now reads 124865 (no tenths) and to the best of my knowledge that it reflects the ACTUAL mileage of the vehicle described above unless one of the following statements is checked:

DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

EXEMPT

I certify that to the best of my knowledge the mileage stated is in excess of its mechanical limits (the odometer started at zero again).

I certify that the odometer reading is not the ACTUAL mileage. WARNING ODOMETER DISCREPANCY.

SECTION C - OWNER INFORMATION

LEASING COMPANY NAME ONLY COMPLETE FOR LEASED VEHICLES		PHONE NO.	CONTACT PERSON	CUSTOMER NO.
LEASING COMPANY ADDRESS		CITY	STATE	ZIP CODE
PRIMARY OWNER'S / REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)		CO-OWNER'S / CO-REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)		
JOHNSON, BARBARA ANN				
PRIMARY OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH	CO-OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH	
04139464	11/13/1983		//	
PRIMARY OWNER'S RESIDENTIAL ADDRESS (APT. NO. IF APPLICABLE)		STATE	CO-OWNER'S RESIDENTIAL ADDRESS (APT. NO. IF APPLICABLE)	
08 RUBY ST		SC		
CITY	ZIP CODE	COUNTY	CITY	ZIP CODE
LAKE CITY	29560	FLORENCE		
SHARED OWNERSHIP		DAYTIME PHONE NUMBER	EMAIL ADDRESS	
<input type="checkbox"/> AND <input type="checkbox"/> OR		843-206-2523		

SECTION D - LIEN INFORMATION

IS THERE A SECOND LIEN? YES NO IF YES, COMPLETE FORM 400-L FOR THE SECOND LIEN

CUSTOMER NO.	LIENHOLDER NAME	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
	NAVY FEDERAL CREDIT UNION	12/01/2020		
MAILING ADDRESS		CITY	STATE	ZIP CODE
P.O. BOX 25109		LEHIGH VALLEY	PA	18002



South Carolina Department of Motor Vehicles Title Application

All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

DEALY 0001

CUST# 11

Form 4

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SECTION E - SALES TAX / IMF EXEMPTION

NEW VEHICLE PURCHASES TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX OR INFRASTRUCTURE MAINTENANCE FEE (IMF) UNLESS EXEMPT. THE TAX IS 6% OF THE SALES PRICE UP TO A MAXIMUM OF \$500.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.) NEW RESIDENTS MOVING INTO SC ARE SUBJECT TO THE \$250.00 IMF FOR VEHICLES ALREADY TITLED IN THEIR NAME.

TRANSFERRED FROM:		TRANSFERRED AS:		MILITARY:	OTHER:
<input type="checkbox"/> PARENT	<input type="checkbox"/> SPOUSE	<input type="checkbox"/> LEGAL HEIR	<input type="checkbox"/> ACTIVE DUTY NON RESIDENT	<input type="checkbox"/> THIS VEHICLE WAS A BONA FIDE	
<input type="checkbox"/> CHILD	<input type="checkbox"/> BROTHER/SISTER	<input type="checkbox"/> BENEFICIARY	<input type="checkbox"/> SPOUSE/DEPENDENT	TAX CREDIT PAID IN RECIPROCAL ST	\$ _____
<input type="checkbox"/> GRANDPARENT	<input type="checkbox"/> GRANDCHILD	<input type="checkbox"/> DISTRIBUTEE			

SECTION F - SELLER INFORMATION

SELLER OR DEALER NAME	SC DEALER/WHOLESALE NO.	SC SALES TAX NO.	SALES PRICE	TRADE-IN
FIVE STAR NISSAN FLORENCE			7500.00	N/
SELLER/DEALER ADDRESS	CITY	STATE	ZIP CODE	
311 N CASHUA DRIVE	FLORENCE	SC	29501	

SECTION G - INSURANCE CERTIFICATION

NOT REQUIRED FOR TITLE ONLY

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED. THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY GEICO

SECTION H - DONATE LIFE SC

YES, I WISH TO DONATE \$5.00, MORE OR LESS, TO DONATE LIFE SC.

AMOUNT \$ _____

SECTION I - SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. ALL REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LBS., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

Barbara Ann Pham 12/01/2020
SIGNATURE OF OWNER DATE

SIGNATURE OF CO-OWNER

DISCLOSURE STATEMENT

REQUIRED FOR VEHICLES 26,000 LBS. OR BUS COMMON CARRIER ONLY.

58-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 16 USC SECTION 1725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

SSN _____

OR

FEIN _____

FEES

TITLE FEE: \$15.00
EXPEDITED TITLE FEE: \$20.00
IF MAILED, CAN NOT BE EXPEDITED

TRANSFER FEE: \$10.00
SALES TAX / IMF: 6% OF
SELLING PRICE OR \$500.00 MAX.

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGISTRATION TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:
46 - 60 DAYS LATE - \$10.00 61 - 75 DAYS LATE - \$25.00 76 - 135 DAYS LATE - \$50.00
OVER 135 DAYS LATE - \$75.00

THIS SECTION FOR DEALERS ONLY

THE ABOVE VEHICLE IS FOR:

DEALER USE RETAIL RENTAL

THIS SECTION FOR DMV USE ONLY

PROCESSED BY AND OFFICE # _____

PLATE NUMBER _____



DEAL# 50003803

CUST# 109201

South Carolina Department of Motor Vehicles POWER OF ATTORNEY FOR ODOMETER DISCLOSURE

5047
(Rev. 2/17)

NOTICE: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the DMV by the person exercising Power of Attorney. Failure to do so may result in fines and/or imprisonment.

VEHICLE DESCRIPTION: Year 2005 Make FORD Model Type Explorer Sport Trac Body Type MP
VIN (Vehicle Identification Number) 1FMZU67K55UB06946

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE 49 USC 327 (580.13)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

PLEASE PRINT: BARBARA ANN JOHNSON (Seller/Transferor's Name), appoint FIVE STAR NISSAN FLORENCE (Dealer/Transferee's Name) as my attorney-in-fact, to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure. I state that the odometer now reads 124865 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.

- I hereby certify that to the best of my knowledge the mileage stated is in excess of its mechanical limits. (the odometer started at zero again)
- I hereby certify that the odometer reading is not the ACTUAL mileage. **WARNING: ODOMETER DISCREPANCY**

Barbara Ann Johnson (Transferor's Signature) BARBARA ANN JOHNSON (Printed Name) 12/01/2020 (Date of Statement)
308 RUBY ST LAKE CITY SC 29560 (Transferor's Address (Street, City, State, Zip Code))

FIVE STAR NISSAN FLORENCE (Transferee's Name - Print or Type Name of Business or Company) 311 N CASHUA DRIVE FLORENCE SC 29501 (Printed Name of Individual Signing as Transferee) Licensed Dealer, Transferee's Address (Street, City, State, Zip Code)

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE 49 USC 327 (580.14) (PART B is invalid unless PART A has been completed)

PLEASE PRINT: I, _____ (Transferee's Name), appoint _____ (Transferor's Dealership Name) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

(Transferee's Signature) _____ (Printed Name)

(Transferee's Name - Print or Type Name of Business or Company)

Transferee's Address (Street, City, State, Zip Code)

Federal and State law requires that you state the mileage upon transfer of ownership (49 CFR Chapter 327/SC 56-19-240). Providing a false statement may result in fines and/or imprisonment (49 USC 32709/SC 56-19-240(4)).

I state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked.

- I hereby certify that to the best of my knowledge the mileage stated is in excess of its mechanical limits. (the odometer started at zero again)
- I hereby certify that the odometer reading is not the ACTUAL mileage. **WARNING: ODOMETER DISCREPANCY**

(Transferor's Signature) _____ (Printed Name) _____ (Date of Statement)

Transferor's Address (Street, City, State, Zip Code)

PART C. CERTIFICATION - To be completed when Part A or Parts A and B have been used (49 USC 327 (580.15))

PLEASE PRINT: I, _____ (Person exercising powers of attorney) hereby certify that the mileage I have disclosed on the title document is consistent with that provided me in the above Power of Attorney. Further, upon examination of the title and my reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the Power of Attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create any new or additional liability under Federal or State Law.

(Signature) _____ (Printed Name) _____ (Date of Certification)

(Street Address) _____ (City) _____ (State) _____ (Zip Code)

This document is void if any information entered hereon has been erased or altered by any means. (Unauthorized printing or reproduction of this document is strictly prohibited. Photo copy may be made only as a completed document for record keeping purposes for the parties named herein.)



**South Carolina Department of Motor Vehicles
POWER OF ATTORNEY FOR ODOMETER DISCLOSURE**

5047
(Rev. 2/17)

INSTRUCTIONS

WHEN TO USE THIS FORM

Use this form if you have a vehicle that is subject to odometer disclosure and the title is lost, destroyed or physically held by a security interest holder.

HOW TO COMPLETE THE FORM

TOP SECTION

- (1) Type or print year, make, model, body type and vehicle identification number in the spaces provided.

PART A -- POWER OF ATTORNEY TO DISCLOSE MILEAGE

- (1) PART A authorizes the buyer* to transfer the odometer disclosure to the title when the title is received. PART A also appoints the buyer as attorney-in-fact to sign the seller's* name to transfer the title.
- a. The seller* (transferor) needs to complete the odometer disclosure on the Power of Attorney and then sign.
 - b. The buyer* (transferee) must transfer the odometer disclosure from the Power of Attorney to the title once it is received from the security interest holder or when a replacement title is received.

PART B - POWER OF ATTORNEY TO REVIEW TITLE DOCUMENT AND ACKNOWLEDGE DISCLOSURE

- (1) PART B is used only when PART A has been used and the vehicle is resold prior to receiving the title from the security interest holder or to receiving a replacement title.
- (2) The new buyer* authorizes the seller-transferor* (Buyer/transferee listed in PART A) to make the odometer disclosure on the title when it is received. The odometer disclosure made on the title must be exactly the same as the odometer disclosure made on PART B of this form. PART B also appoints the seller* as attorney-in-fact to sign the buyer's* name to transfer the vehicle's title.

PART C- CERTIFICATION

- (1) PART C is used when PART A or PARTS A and B of this form have been used.
- (2) PART C is completed once the title is received from the security interest holder or a replacement title is received. The person* exercising Power of Attorney certifies that the title and any reassignment documents have been received and reviewed, and no mileage discrepancies exist.

*If the (buyer/transferee)/(seller/transferor) is a company, the person completing the assignment on behalf of the company must print and sign the name of the company as well as their own personal name.

FILING COPIES

This Power of Attorney form is a single original and may be copied for record keeping only.

Original – to be attached to the certificate of title when it is received, and to be submitted with that title when a new title is applied for.

First Copy – To be used in making a separate odometer filing with the state. If upon receipt of the title, the person who is granted the Power of Attorney does not submit the title and original Power of Attorney to the state, or submits them to a state other than South Carolina, a copy of the Power of Attorney must be submitted to the South Carolina DMV along with a copy of the front and back of the title, showing the odometer disclosure.

Second Copy – To be retained by the person (e.g. dealer, insurance company, etc.) who was granted Power of Attorney for a period of five (5) years.

Additional copies – Additional copies may be made of the completed Power of Attorney, such as to meet federal requirements that the buyer under PART B be given a copy.

FIVE STAR NISSAN FLORENCE
311 N CASHUA DRIVE
FLORENCE, SC 29501
843-507-2263

DEAL# 50003803
CUST# 109208

AGREEMENT TO ARBITRATE

Customer Name(s): BARBARA ANN JOHNSON

Date: 12/01/2020

Vehicle Description: 2005 FORD Explorer Sport Trac 1FMZU67K55UB06946

By entering into this Agreement to Arbitrate ("Agreement"), Customer(s) and Dealership, including any employees, agents, successors or assigns (collectively referred to as "the Parties") agree, except as otherwise provided in this Agreement, to settle by binding arbitration any dispute whether based in whole or in part on contract, tort, statute, or other equitable relief, including but not limited to any dispute related to (1) the purchase/lease or condition of the above-referenced Vehicle; (2) any products and services purchased in conjunction with the Vehicle and any resulting transaction or relationship; (3) the application for and the terms of any financing obtained in connection with the transaction; (4) any other dispute between them related to the purchase/lease transaction and any documents that are part of the transaction; and/or (5) any alleged promises, representations and/or warranties made to or relied upon by the Parties, and any alleged unfair, deceptive, or unconscionable acts or practices. If federal law provides that a claim or dispute is not subject to binding arbitration, this Agreement to Arbitrate shall not apply to such claim or dispute.

Notwithstanding any other provisions in this Agreement, neither party is precluded from filing a complaint with the Office of Attorney General of this state or from participating in a mediation program administered by the Attorney General or Better Business Bureau. The Parties also agree that they retain any right to self-help or provisional remedies available by law or pursuant to an agreement between them. The Parties also retain the right to seek remedies in a small claims court or equivalent state court for disputes or claims within that court's jurisdiction. Neither Party waives the right to request arbitration under this Agreement by exercising such other rights and remedies or by initially agreeing to litigate a claim in court. If such claim or dispute is transferred, removed or appealed to a different court or if a new claim is asserted after the initial filing of such claim or dispute, the Parties shall have the right to request arbitration under this Agreement. However, once one of the Parties has demanded arbitration, binding arbitration will be the exclusive method for resolving any and all claims.

The Federal Arbitration Act (9 U.S.C. §1 et seq.) ("FAA") shall govern any arbitration under this Agreement. Any dispute between the Parties shall be arbitrated by a single arbitrator on an individual basis, not as a class action. The arbitration shall be conducted by and in accordance with the rules of the American Arbitration Association ("AAA") (1-800-778-7879), 120 Broadway, 21st Floor, New York, New York 10271 (www.adr.org). "Consumer" claims shall be arbitrated in accordance with the American Arbitration Association's consumer arbitration rules and fee schedule. A copy of the Arbitration Rules may be obtained by visiting the website indicated or by contacting the Organization directly. The Rules in effect at the time the request for arbitration is made will govern. If the AAA will not accept the request to arbitrate, the Parties may agree upon another organization, or the arbitrator shall be selected pursuant to the FAA and conduct the arbitration in accordance with the AAA Rules and this Agreement.

To initiate an arbitration proceeding, the demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. If an organization other than the AAA will conduct the arbitration of consumer claims (as defined by AAA Consumer Arbitration Rules), the Dealership will advance the Consumer's portion of the filing, administration, service, or case management fee and the hearing or arbitrator fee which exceeds the amount of the AAA Consumer Filing Fee up to a maximum of \$2500 upon request. The amount that the Dealership advances may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law.

The arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable Arbitration Rules. The arbitration hearing shall be held in the federal district where the Dealership is located and the transaction occurred. Any court having jurisdiction may enforce this Agreement and enter judgment on the arbitrator's award. If it is inconvenient for either Party to participate in arbitration proceedings in the district where the Dealership is located, the proceedings shall be held at a mutually convenient location agreed upon by the Parties or as determined by the arbitrator.

The arbitrator shall apply and be bound by governing state and federal law when making the decision and award and shall only award those damages or other relief permitted by applicable law. The Parties shall be provided a written decision setting forth the findings of fact and/or conclusions of law. The arbitration proceedings and the decision of the arbitrator shall be open to the public. Nothing in this Agreement shall be interpreted as limiting or precluding the arbitrator from awarding monetary damages or any other relief provided for by law. The Parties agree that by entering into this Agreement, they are expressly waiving their right to a jury trial and their right to bring or participate in any class action or multi-plaintiff action in court or through arbitration. The decision of the arbitrator shall be final and binding, except for any right of appeal provided by the FAA and the Arbitration Rules that governed the original arbitration proceedings. The appealing party shall be responsible for the filing fee and other arbitration appeal costs, subject to a final determination by the arbitrator of a fair apportionment of costs.

If any part of this Agreement, other than waivers of class action rights, shall be declared unenforceable for any reason, the remainder of the Agreement shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been asserted, then the remainder of this Agreement shall be unenforceable. This Agreement shall survive (1) any termination, payoff, assignment, transfer or cancellation of the Retail Purchase/Retail Lease Agreement and/or the Retail Installment Sales Contract/Finance Contract/Lease Contract; (2) any repossession of the Vehicle and any legal proceeding to collect a debt owed by the other party; and (3) any bankruptcy proceeding. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT TO ARBITRATE AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS INCORPORATED BY REFERENCE INTO THE RETAIL PURCHASE/RETAIL LEASE AGREEMENT AND, TO THE EXTENT PERMITTED BY LAW, THE RETAIL INSTALLMENT SALES CONTRACT/FINANCE CONTRACT/LEASE CONTRACT. IF THE RETAIL INSTALLMENT SALES CONTRACT/FINANCE CONTRACT/LEASE CONTRACT CONTAINS AN ARBITRATION CLAUSE, THAT ARBITRATION CLAUSE SHALL GOVERN ANY DISPUTES OR CLAIMS BETWEEN THE PARTIES; IF, HOWEVER, ANY TERM OF THIS AGREEMENT CONFLICTS WITH THE TERMS OF ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES, THE TERMS OF THIS AGREEMENT SHALL PREVAIL. THIS AGREEMENT MAY NOT BE MODIFIED OR AMENDED EXCEPT BY A SEPARATE WRITTEN AGREEMENT SIGNED BY CUSTOMER(S) AND AN AUTHORIZED DEALERSHIP REPRESENTATIVE.

Barbara Johnson 12/01/2020
Customer Date

E-SIGNED by HENRY ELDRIDGE 12/01/2020
Authorized Dealership Representative Date

N/A N/A
Customer Date

FIVE STAR NISSAN FLORENCE
311 N CASHUA DRIVE
FLORENCE SC 29501
843-507-2263

DEAL# 50003803
CUST# 109208

CONDITIONAL (SPOT) DELIVERY AGREEMENT

Customer Name(s): BARBARA ANN JOHNSON

Street Address: 308 RUBY ST LAKE CITY, SC 29560

Telephone (1): 843-206-2523

Telephone (2): N/A

Vehicle Description:	Year	Make	Model	Vehicle Identification Number (VIN)
	<u>2005</u>	<u>FORD</u>	<u>Explorer Sport Trac</u>	<u>1FMZU67K55UB06946</u>

I have agreed to purchase the vehicle pursuant to the terms of the Retail Purchase Agreement and the Retail Installment Sales Contract Finance Contract ("Contract") that I have signed and the Dealership has agreed to deliver the vehicle to me on the date of the Contract. The Dealership has advised me, however, that it will not loan me money for the purchase of the vehicle and that this transaction is conditioned upon final financing approval by a third party lender ("lender") or, if I have provided payment in full by means other than cash, it is conditioned upon my payment being honored by the institution on which it was drawn. "Final financing approval" means that financing has been obtained directly from a lender or the Contract has been assigned to and accepted by a lender in writing and payment has been received from the lender. In consideration of the Dealership delivering the vehicle to me today, I have agreed to amend the Retail Purchase Agreement and Contract to add and incorporate the provisions below; these documents shall be read together and recognized as being part of one transaction for the acquisition of the vehicle.

1. I agree that the Dealership and lender may rely on any representation made by me in connection with the Retail Purchase Agreement, the Contract, and the credit application. I further agree that if a lender requires additional information from me to verify my creditworthiness, I will immediately comply with such request(s).
 2. I agree that the Dealership shall try to obtain final financing approval from a lender with whom it regularly does business and on terms acceptable to the Dealership. I understand that I am responsible for any payments which are due, or that become due, on my trade-in vehicle during this period of time. If final financing approval cannot be obtained on the exact terms agreed upon in the Contract within N/A days, or if I provide false or incomplete information regarding my creditworthiness, the Contract may be cancelled by the Dealership or me. I understand that the Dealership is not responsible for the actions or decisions of the lender.
 3. This Agreement only permits me or the Dealership to cancel the Contract if final financing approval cannot be obtained at the agreed upon terms. The Dealership may also cancel the Contract if any payment I make to the Dealership is not honored by the institution upon which it was drawn or based upon my failure to provide accurate and complete information regarding my creditworthiness. I understand that neither I nor the Dealership may cancel the Contract after final financing approval is obtained from a lender, and/or the Dealership has received in cash the full amount of the unpaid balance due.
 4. The Dealership will notify me if financing is not approved by a lender, or if any payment I made to the Dealership was not honored by the institution on which it was drawn, and the Dealership elects to cancel the Contract. Such notice will be given in writing or in any other manner in which actual notice is provided to me. I agree that I will return the vehicle to the Dealership in the same condition it was in when it left the Dealership, normal wear and tear excepted, within 48 hours after receiving such notice. I agree that if I do not promptly return the vehicle, the Dealership may repossess the vehicle from me wherever it may be found, without my knowledge or consent, and I will pay all expenses, fees and costs (including reasonable attorneys fees) incurred by the Dealership. Until final acceptance by a lender, I hereby grant the Dealership a security interest in the vehicle under the Uniform Commercial Code to secure my obligations as set forth herein and the Dealership will have all remedies of a secured party under the Uniform Commercial Code.
 5. Upon return of the vehicle to the Dealership, the Dealership will refund any down payment I have paid toward the vehicle purchase price. The Dealership will also return my trade-in vehicle, if any, to me. I am responsible for reimbursing the Dealership for any amounts paid on my behalf to the lienholder on my trade-in vehicle and any amounts I owe to the Dealership pursuant to this Agreement, the Retail Purchase Agreement and Retail Installment Sales Contract. I will pay any amounts due to the Dealership upon my return of the vehicle.
 6. I have a valid driver's license to operate the vehicle, I will maintain full insurance coverage on the vehicle, and I will not permit anyone who does not have a valid driver's license to operate the vehicle. I understand that while the vehicle is in my possession I assume all risk of loss or damage to the vehicle or other property and for any personal injuries that occur while the vehicle is in my possession. I will indemnify and hold harmless the Dealership from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of my use, possession and control of the vehicle. If the vehicle is immobilized or impounded while in my possession, I agree to do whatever is necessary to ensure the vehicle's return to the Dealership.
- By signing below, I acknowledge that I have read this Agreement and I fully understand and agree to be bound by the terms and conditions set forth herein. This Agreement is incorporated by reference into the Retail Purchase Agreement and the Contract (to the extent permitted by law). The terms shall be construed together to the extent possible. If there is any inconsistency or ambiguity between the terms or conditions set forth in this Agreement and those of the Contract, such that they cannot be read together, then the terms and conditions of the Contract shall control.

Barbara Ann Johnson 12/01/2020
Customer Date

E-SIGNED by HENRY ELDRIDGE 12/01/2020
Authorized Dealership Representative Date

N/A
Customer Date

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Ford Explorer Sport Trac 2005 1FMZU67K55UB06946
VEHICLE MAKE MODEL YEAR VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:



AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.



DEALER WARRANTY

- FULL WARRANTY
- LIMITED WARRANTY. The dealer will pay _____ % of the labor and _____ % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:

_____	_____
_____	_____
_____	_____
_____	_____

NON-DEALER WARRANTIES FOR THIS VEHICLE:

- MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Barbara L. Johnson 43

Below is a list of some major defects that may occur in used motor vehicles.

Frame & Body

Frame-cracks, corrective welds, or rusted through
Dog tracks-bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable.
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)
Hoses damaged
Drum or rotor too thin (Mfgr. Specs)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Air Bags

Steering System

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage
Catalytic Converter

Barbara Ann Johnson
DEALER NAME _____
Five Star Nissan of Florence
ADDRESS _____
311 N. Cashua Drive, FLORENCE, SC 29501
TELEPHONE _____ EMAIL _____
(843) 407-2424
FOR COMPLAINTS AFTER SALE, CONTACT:
General Sales Manager

IMPORTANT:The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

FIVE STAR



WE OWE

NAME Barbara Johnson STK. NO. 200780A NEW/USED Used
 ADDRESS 308 ruby street YEAR 2005 MAKE Ford
 CITY LAKE CITY STATE SC ZIP 29660 MODEL Explorer Sport Trai
 PHONE (843) 206-2523 VIN NO. 1FMZU67K55UB06946
 Email _____

SALESPERSON Danny Myers

DEL DATE 12/01/2020

QTY	NAME OF ITEM	PART	LABOR

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed. (FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER Barbara Johnson

DATE 12/01/2020

APPROVED _____

MGR.

YOU OWE

YOU OWE	TO BE RECEIVED		YOU OWE	TO BE RECEIVED	
	DATE	TIME		DATE	TIME
1) Title to Trade In Vehicle			5)		
2) All Money			6)		
3) Valid Insurance Card			7)		
4)			8)		

I hereby agree to provide such items in a timely manner.

CUSTOMER Barbara Johnson

DATE 12/01/2020

APPROVED _____

MGR.

ACKNOWLEDGEMENT OF AS-IS SALE

The undersigned purchaser ("Purchaser") acknowledges that he/she is purchasing the vehicle described below ("Vehicle") on an "AS-IS" and "WITH ALL FAULTS" basis.

DEALER MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED BY DEALER AND EXCLUDED FROM THE SALE OF THIS VEHICLE TO PURCHASER. PURCHASER ASSUMES ALL RISKS ASSOCIATED WITH THE PURCHASE OF THE VEHICLE.

No employee, agent, or other person is authorized to give any warranties on behalf of Dealer, nor to assume for Dealer any other liability in connection with any of its products without prior written approval by a manager of Dealer.

Purchaser acknowledges that Dealer may market and sell vehicles with various warranties. However, and as described above, the Vehicle and Purchaser's purchase thereof is made on an "as-is" and "with all faults" basis.

Purchaser acknowledges that undersigned Dealer provided Purchaser with a Autocheck report for the Vehicle, that said Autocheck report may be incomplete and contain inaccuracies, that Dealer is under no obligation to investigate or confirm the accuracy of said Autocheck report, and that Purchaser hereby assumes all risk associated with the information contained in said Autocheck report.

RELEASE

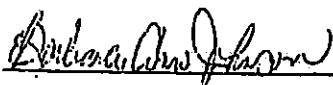
For good and valuable consideration provided by Dealer for Purchaser's purchase of the Vehicle, Purchaser, its heirs and assigns hereby release and agree to hold harmless Dealer, its representatives, assigns, and agents ("the Released Parties") from all liabilities, causes of action, claims and demands that arise in any way from any damages, loss, or harm that occurs to Purchaser or to any other person or to any property as a result of the purchase of the Vehicle or in any way related to the sale of the Vehicle or the Vehicle's Autocheck report provided to Purchaser. Purchaser, its heirs and assigns also agree not to sue or make a claim against the Released Parties for death, injuries, damages, loss or harm that may occur as a result of Purchaser's ownership of the Vehicle.

Vehicle:

Ford	Explorer Sport	2005	124865	1FMZU67K55UB06946
Make	Model	Year	Odometer	VIN

So agreed and acknowledged this 1st day of December, 20 20.

PURCHASER:

Signature: 

Name: Barbara Johnson

DEALER:

Signature: 

Name: 



Consumer Loan Letter of Preapproval

Date (MM/DD/YY) 12/01/2020

To: FIVE STAR NISSAN

This form is to confirm that our Member, BARBARA JOHNSON has been preapproved for a loan for a new or used [X] auto [] motorcycle. Our Member may write the draft for any amount not to exceed \$8,592.00, and the draft may be used to make a purchase from a dealer of the Member's choosing. The loan package was [X] mailed to our Member [] sent to a local branch or

Comments:

DRAFT CHECK WILL BE SHIPPED FEDEX ON 12/02/20

Navy Federal Credit Union Representative S. BAUMBAUER

Title MEMEBR SERVICE REPRESENTATIVE

Fax No. of Sender 1-866-346-2921	Phone No. of Sender 1-888-842-6328	Fax No. of Receiver	No. of Pages Following This Cover Sheet 1	Time 11:47
-------------------------------------	---------------------------------------	---------------------	--	---------------

**First Mile
Legacy Vehicle Service Contract**

Information
Schedule

1. VEHICLE INFORMATION

CONTRACT NUMBER V0572775		VIN 1FMZU67K55UB06946	
YEAR 2005	MAKE FORD	MODEL Explorer Sport Trac XLS	CURRENT ODOMETER READING 124,865

2. DEALER/LIENHOLDER INFORMATION

SELLING DEALER Five Star Nissan Florence		DEALER # TWS00984	
DEALER ADDRESS 311 N CASHUA DR		CITY FLORENCE	STATE SC
LIENHOLDER SC STATE CREDIT UNION		ADDRESS PO BOX 726	ZIP 29501
DEALER SIGNATURE <i>Henry Erdridge</i>		PHONE NUMBER	

3. SERVICE CONTRACT INFORMATION*

SERVICE CONTRACT PERIOD (MONTHS / MILES) SELECTED		COVERAGE SELECTED	
<input type="text" value="36"/> MONTHS	<input type="text" value="36,000"/> MILES	STANDARD <input type="checkbox"/>	PREFERRED <input checked="" type="checkbox"/>
		DEDUCTIBLE SELECTED	
		\$50** <input type="checkbox"/>	\$100 <input checked="" type="checkbox"/>
		** WAIVED IF REPAIR IS MADE AT SELLING DEALER	
		If no Deductible box has been checked, the \$100 Deductible will apply.	
SEE "SERVICE CONTRACT PERIOD" TO DETERMINE EXPIRATION DATE & MILES			
SERVICE CONTRACT PURCHASE PRICE \$2,700.00		SERVICE CONTRACT PURCHASE DATE 12/01/2020	

* THIS SERVICE CONTRACT RUNS CONCURRENT WITH, AND IS SECONDARY TO, ANY APPLICABLE MANUFACTURER'S WARRANTY.

4. CUSTOMER INFORMATION

FIRST NAME BARBARA		LAST NAME JOHNSON	
ADDRESS 308 RUBY ST		CITY LAKE CITY	STATE SC
TELEPHONE NUMBER (843) 206-2523		ZIP 29560	
SIGNATURE <i>Barbara Johnson</i>			

- Notice to Customer:
- You are required to obtain authorization prior to beginning any repairs covered by the Service Contract. Refer to Service Contract Section VI, "Your Responsibilities" for instructions.
 - You must follow the maintenance procedures listed in Service Contract Section IV, "Maintenance Requirements." If your failure to follow the procedures causes a Breakdown, you may be denied coverage.
 - The Service Contract Purchase Price may be financed with the purchase of this Vehicle. Other payment options may be available.

Washington Residents Only: By initialing this box, you acknowledge that you have read, understand and agree to the terms and conditions of this Service Contract, including, but not limited to: A. Requirements for maintaining your vehicle and retaining maintenance records under Section IV, "Maintenance Requirements." B. Procedures required to file a claim under Section VI, "Your Responsibilities." C. Parts covered under Section II, "What This Service Contract Covers." D. Your Service Contract Period limit shown in Section 3 on the Information Schedule. E. The Implied Warranty of Merchantability on the Vehicle shown in Section 1 on the Information Schedule is not waived if the Service Contract has been purchased within ninety (90) days of the purchase date of the Vehicle from the Selling Dealer who also sold the Vehicle covered by this Service Contract. F. Exclusions of coverage under Section III, "What This Service Contract Does Not Cover." G. Cancellation provisions and conditions under Section VIII, "State Amendments." Washington H. Benefits may be transferred when eligible to an individual who purchases this Vehicle. Please refer to Section VII, "General Provisions", item #8, "How This Service Contract May Be Transferred."

Provider and Administrator:

In AZ, IA & WY: Provider is Consumer Program Administrators, Inc. and the Administrator is Total Warranty Services.
 In CA: Provider is Motor Warranty Services of North America, California License #0E40891 and the Administrator is TT of First Mile Services Inc. DBA First Mile Insurance Services, California License # 6000122.
 In FL: Provider and Administrator is Automotive Warranty Services of Florida, Inc., Florida License #80023
 In OK: Provider is Authentic Warranty Services of Florida, Inc. Oklahoma License # 44198051 and the Administrator is Total Warranty Services.
 In MA: Provider is the Selling Dealer and the Administrator is Total Warranty Services.
 In WA: Provider is National Product Care Company and the Administrator is Total Warranty Services.
 All Other States: Provider is Automotive Warranty Services, Inc. and the Administrator is Total Warranty Services.

Total Warranty Services, P.O. Box 3948, West Palm Beach, FL 33402-3940, 1-800-870-6856

VEHICLE SERVICE CONTRACT

This agreement describes the coverage You will have under Your First Mile Legacy Vehicle Service Contract (hereafter referred to as "Service Contract"). In return for payment by You of the Service Contract Purchase Price and subject to all the terms of this Service Contract, We agree with You as follows:

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I. KEY TERMS	PAGE 2
II. WHAT THIS SERVICE CONTRACT COVERS	PAGE 3
A. BREAKDOWN COVERAGE	
B. RENTAL REIMBURSEMENT COVERAGE	
C. TOWING REIMBURSEMENT COVERAGE	
D. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT COVERAGE	
E. DIAGNOSTICS COVERAGE	
F. RELATED DAMAGE COVERAGE	
G. FLUID COVERAGE	
III. WHAT THIS SERVICE CONTRACT DOES NOT COVER	PAGE 4
IV. MAINTENANCE REQUIREMENTS	PAGE 5
V. WHO TO CALL FOR BREAKDOWN REPAIR AUTHORIZATION	PAGE 5
VI. YOUR RESPONSIBILITIES	PAGE 5
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I. KEY TERMS

When used, Key Terms will appear in bold print.

"Provider", "We", "Us" and "Our" means Automotive Warranty Services, Inc., except in the state of Massachusetts where Provider, We, Us and Our means the Selling dealer; in the state of Alabama where Provider, We, Us and Our means Automotive Warranty Services, Inc., DBA Alabama Warranty Services, Inc.; in the states of Arizona, Iowa and Wyoming where Provider, We, Us and Our means Consumer Program Administrators, Inc.; in the state of California where Provider, We, Us and Our means Motor Warranty Services of North America, California License #0E40891; in the states of Florida and Oklahoma where Provider, We, Us and Our means Automotive Warranty Services of Florida, Inc., Florida License #60023 and Oklahoma License # 44188051; and in the state of Washington where Provider, We, Us and Our means the company obligated under this Service Contract, National Product Care Company, (NPCC); and in the state of West Virginia where Provider, We, Us and Our means Automotive Warranty Services, Inc. DBA West Virginia Warranty Services, all located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-870-6856.

"Administrator" means Total Warranty Services, P.O. Box 3948, West Palm Beach, FL 33402-3948, 1-800-870-6856, except in the state of Florida where Administrator means Automotive Warranty Services of Florida, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-870-6856; in the state of California where Administrator means TT of First Mile Services Inc. DBA First Mile Insurance Services, P.O. Box 3948, West Palm Beach, FL 33402-3948, 1-800-870-6856.

"Breakdown" means the failure of any original or like replacement part covered by this Service Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual. Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

"Cost" means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.

At the Provider's option, the Administrator may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufactured parts.

"Deductible" means the amount You must pay for covered repairs. If the \$0 Deductible box is checked, the Deductible is \$0 per visit. If the \$50 Deductible box is checked, the deductible is \$0 when covered repairs are performed at the Selling dealer and \$50 per visit when performed elsewhere. If You have selected the \$50 Deductible and Your Selling dealer ceases to operate, the Administrator will direct You to an authorized Repair Facility that will perform covered repairs at the \$0 deductible. If the \$100 Deductible box is checked, the deductible is \$100 per visit. If the \$250 Deductible box is checked, the deductible is \$250 per visit. If Your Cost is a Warranty deductible charge imposed by the manufacturer, this Service Contract will pay the manufacturer's deductible.

"Miles" means the number of miles shown in Section 3 on the Information Schedule.

"Months" means the number of months shown in Section 3 on the Information Schedule.

"Repair Facility" means a franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 6 months and 6,000 miles. Repairs performed by any facility must receive authorization from the Administrator prior to beginning repairs.

"Selling dealer" means the dealer from whom You purchased this Service Contract shown in Section 2 on the Information Schedule.

"Service Contract Purchase Price" means the amount You paid for this Service Contract shown in Section 3 on the Information Schedule.

"Service Contract Purchase Date" means the date You purchased this Service Contract shown in Section 3 on the Information Schedule.

"Vehicle" means the covered car or truck shown in Section 1 on the Information Schedule.

"Warranty" means any Warranty of the manufacturer, state required Warranty, dealer Warranty or a Repair Facility guarantee.

"You" and "Your" means the customer (private individual) shown in Section 4 on the Information Schedule, or an eligible person to whom this Service Contract has been properly transferred.

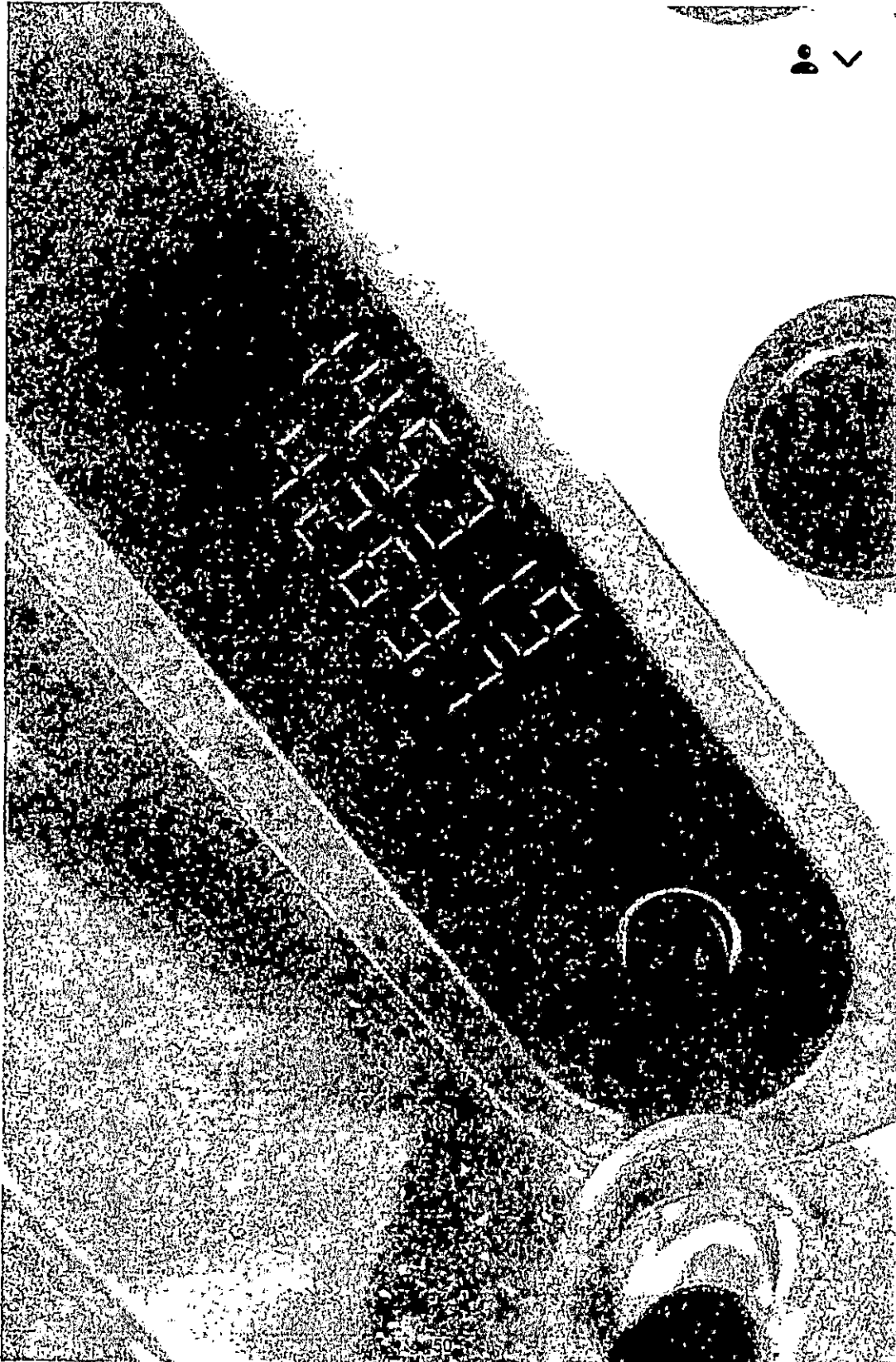
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Alphabetic



June 5, 2023
12:15 PM

Edit



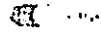
Services, Ethical

Barbara Johnson

Active

Personal Vehicles Deferrals Repair Order Inspections

2008 FORD EXPLORER SPORTS TRAC



Merge vehicle

Tire storage

Appointments

Vehicle history

AutoLease

Carfax

2008 FORD EXPLORER SPORTS TRAC

Recalls

Date	Mileage	Description
Mar 7, 2022	136,073 miles	Vehicle serviced, Maintenance inspection completed. Oil and filter changed, Front wheel bearing(s)/hub(s) replaced
Jun 30, 2021	133,109 miles	Vehicle serviced, Maintenance inspection completed
May 4, 2021	131,307 miles	Vehicle serviced, Oil and filter changed
Jan 27, 2021	127,702 miles	Vehicle serviced
Dec 10, 2020		Vehicle serviced
Dec 7, 2020	125,281 miles	Vehicle serviced, Anti-theft/keyless system checked, Key(s) (re)

Show More

Barbara Johnson

CC Active X

Personal Vehicles Deferred Repair Order Inspections

2008 FORD EXPLORER SPORTS TRAC

Vehicle history

Merge vehicle

Tire storage

Appointments

Vehicle history

AutoLeap

Carfax

STARTING WITH EARLY FROM 2008

Recalls

Mar 25, 2023	141,090 miles	Vehicle serviced, Oil and filter changed
Nov 30, 2022	139,045 miles	Vehicle serviced, Maintenance inspection completed
Oct 12, 2022		Vehicle serviced, Wheel bearing(s)/hub(s) replaced
Aug 18, 2022		Vehicle serviced, Switch replaced/repaired
Jul 8, 2022	136,546 miles	Vehicle serviced, Maintenance inspection completed
May 27, 2022	136,536 miles	Vehicle serviced, Maintenance inspection completed

Show More

Barbara Johnson

Home X

Personal Vehicles Deleted Repair Order Inspections

2005 MERCEDES-BENZ SPORTS TRAC



Merge vehicle

Tire storage

Appointments

Vehicle history

AutoLeap

Carfax

2005 MERCEDES-BENZ SPORTS TRAC

Recalls

Date	Mileage	Services
Jun 12, 2023		Vehicle serviced, Brakes checked
May 11, 2023	143,874 miles	Vehicle serviced
Mar 25, 2023	141,090 miles	Vehicle serviced, Oil and filter changed
Nov 30, 2022	139,045 miles	Vehicle serviced, Maintenance inspection completed
Oct 12, 2022		Vehicle serviced, Wheel bearing(s)/hub(s) replaced

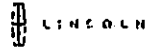
Service Engine Light is on

Show More

A



MIKE REICHENBACH



MIKE REICHENBACH FORD LINCOLN INC
 600 NORTH COIT ST.
 FLORENCE, SC. 29501
 (843)664-4141 FAX(843)292-4228
 WWW.GiveMikeATry.COM

BARBRA JOHNSON 308 RUBY ST LAKE CITY, SC 29560		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE N
		1FMZU67K55UB06946	125231	125232	12/07/20 14:58	12/07/20	31699
VEHICLE DESCRIPTION					TAG NO.	STATUS	
2005 FORD EXPLORER S					07764	COMPLETE	

CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
416653				01/01/19	01/01/19		Cash

HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.	RO COMMENT
(843) 203-2523				DOUG ECKLER (686)	

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A	99P		A28		Customer	\$0.00
Concern FREE MULTI POINT INSPECTION COURTESY OF MIKE REICHENBACH FORD.						
Line Total...						\$0.00

B	KEY		A28		Customer	\$39.55
Concern PROGRAM PATS KEY(S)						
Cause cus. request pats key						
Correction program						
	Part Number	Description	Qty.	Unit Price	Ext. Price	
	A.164R8040	#2 GEN KE	1	\$35.95	\$35.95	
Parts Total...						\$35.95
Line Total...						\$75.50

C	CODE		A28		Customer	\$39.55
Concern PULLED DOOR CODE						
Cause cus. request						
Correction ids pull fact. door code: 95591						
Line Total...						\$39.55

Warranty Claim Type: F Authorization Code: Service Cont No:

54

BARBRA JOHNSON 308 RUBY ST LAKE CITY, SC 29560		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE
		1FMZU67K55UB06946	125231	125232	12/07/20 14:58	12/07/20	3169
VEHICLE DESCRIPTION					TAG NO.	STATUS	
2005 FORD EXPLORER S					07764	COMPLETE	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
416653				01/01/19	01/01/19		Cash
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		RO COMMENT	
(843) 203-2523				DOUG ECKLER (686)			

Customer Totals

Charge Description	Amount
Parts	\$35.95
Misc	\$8.06
SalesTax	\$3.52
Labor	\$79.10
Total Amount Due	\$126.63
Amount Due	\$126.63

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

WARRANTY STATEMENT AND DISCLAIMER

TRADE IN COSTS: We have added a charge equal to 2% of the total cost of labor and parts, not to exceed \$30.00 to the Repair Order for shop supplies used in connection with the repair.

PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE

By signing below you acknowledge that you were notified of and authorized the dealership to perform services/repairs itemized in this invoice and that you received (or had the opportunity to visit) replaced as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

FOR YOUR CONVENIENCE OUR SERVICE DEPT. HOURS: MONDAY THRU FRIDAY, 7:30 AM TO 5:30 PM. CLOSED SATURDAY AND SUNDAY

CUSTOMER SIGNATURE DATE _____ AUTHORIZED DEALERSHIP REPRESENTATIVE _____

INVOICE

55

CUSTOMER COPY

Page 2



MIKE REICHENBACH



MIKE REICHENBACH FORD LINCOLN, INC.

600 N. COIT ST.
FLORENCE, SC 29501

PHONE: (843) 664-4141 FAX: (843) 292-4137

WWW.GIVEMIKEATRY.COM

Est Deliver Date: 12/07/2020

Printed: 12/07/2020 1

Sold To
R.O. SALE
BARBRA JOHNSON
308 RUBY ST
LAKE CITY, SC 29560

DATE	QUOTE NO.	REPAIR ORD
12/07/2020	6235	31699

VIN: 1FMZU67K55UB06946

SOLD BY	PAY TYPE	P.O. NO.
71	Repair Order Quote 9	

Service Advisor: 686
(843) 203-2523 (null)

Ship To
R.O. SALE
BARBRA JOHNSON
308 RUBY ST
LAKE CITY, SC 29560

RETURN REFUND POLICY: ALL RETURNED ITEMS MUST BE IN ORIGINAL UNOPENED PACKAGE, MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 20% RESTOCKING CHARGE.

PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 10 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

QTY	PART NUMBER	DESCRIPTION	BIN	LIST	NET	AMOUNT
1	4L2Z 15604 EA	KIT - ALARM/KE RO Line: B	SPORD	276.54	276.54	276.54
1	5C3Z 11572 AA	SWITCH ASY - I RO Line: B	SPORD	67.40	67.40	67.40
Sub Total						343.94
Tax						0.00
TOTAL QUOTE-DO NOT PAY						343.94
QUOTE - QUOTE - QUOTE - QUOTE						

Thank You

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with sale of said products.

ed by

56

CUSTOMER COPY

Elwhit @ B

CAR SERVICE COMPLETION REPORT

DATE 01-08-21 key in : yes no

CUSTOMER NAME Barbara Johnson

CAR VIN# 1FMRU167K55UB06946 engine

MAKE AN MODEL Ford Explorer sport Trac XLT

CAR IN TIME TAG ~~52~~ SZU 339

CAR OUT TIME YEAR 2005

LABOR ONLY : YES NO

PARTS ORDERED: YES NO

WORK NEEDED Brakes check, oil change, Alignm.

ADDRESS 308 Ruby Street, Lake City, SC 29560

PHONE# 843-206-2523 mechanic AJ

Pace Automotive Center
471 US 52 Hwy
Lake City SC 29560
(843)3747756

January 8, 2021 at 12:06 PM

Sale Number 4
Order Name Barbara Johnson
Item Count 3
Transaction # 3404602002375324

High Mileage Oil Change 55.99T
Oil Disposal Fee 3.00
Alignment 59.99

Tax & Fee Summary
Sales Tax (8%) 4.80

Subtotal 122.98
Taxes & Fees 4.80

Total 127.78
Cash 150.00
Change Due 22.22

Pace Automotive Center

471 US 52 Hwy

Lake City, SC 29580 (pacepsg42@gmail.com)

Phone: (843) 374-7756 Fax: (843) 374-7760

1 of 1
1/08/2021 12:07P

Invoice# 00002341 Technician: Supervisor Date: 1/08/2021 Completed: 1/08/2021

Company: 0000
 Name: BARBARA JOHNSON #1372 Quantity: 0 License:
 Address: 103 RUBY STREET VIN:
 LAKE CITY, SC 29581 Tag#:
 Phone: (843) 205-2011 PO#:

Qty	Part #	Part Description	Total
1	150	OIL CHANGE	59.99
			59.99

Part #	Description	Total
	Disposal Fee	3.00
		59.99

Payment: 150.00 Description: CA

You have 150.00 on hand.

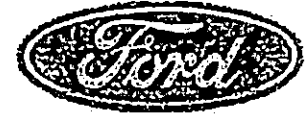
Parts Total:	59.99
Labor Total:	52.91
Special Repairs Total:	0.00
Sub-Total:	122.91
Tax:	4.81
Tax2:	0.00
Supply Charges:	0.00
Shipping:	0.00
Sub Total:	127.78
Discount:	0.00
CC Fee:	0.00
Total:	127.78
Paid:	127.71
Or Acct:	22.22
Balance:	0.00

Auth: [Signature]

ANY WARRANTY ON THE PRODUCTS SOLD ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT. ANY WARRANTIES ON THE PRODUCTS SOLD ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT.

CUSTOMER #: 293718

190802



INVOICE

DICK SMITH FORD

BARBARA JONES
108 RUBY RD
LAKE CITY, SC 29560
HOME: 843-206-2523 CONT: 843-206-2523
BUS: CELL:

PAGE 1

7201 Garners Ferry Road
Columbia, SC 29209
Phone (803) 343-5802 Fax (803) 343-319
ford.dicksmith.com

SERVICE ADVISOR: 477 Errin J Whetstone

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	05	FORD F150 PICKUP	1FMZU67K55UB06946		127698/127702	T429

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
-----------	------------	------------	----------	--------	------	---------	-----------

23AUG05	DL12JAN05		17:00	13JAN21	0.00	CASH	14JAN21
---------	-----------	--	-------	---------	------	------	---------

R.O. OPENED	READY	OPTIONS:	ENG:4.0_Liter_SOHC_FFV TRN:5R44E AXL:42				
11:09	13JAN21	15:47	14JAN21				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A C/S VEHICLE WILL START BUT WHEN YOU PRESS THE GAS IT WILL SHUT OFF DIAG VERIFIED CONCERN TECH TEST CHARGING SYSTEM AND FOUND THE ALTERNATOR INOP. ADVISED CUSTOMER AND REPAIRS WERE APPROVED. 2213 CM 1 6L2Z*10346*BARM1 ALTERNATOR ASY PRO 8888 REMOVED AND REPLACED ALTERNATOR AND RETEST CHARGING SYSTEM. ROADTEST VEHICLE AND ALL OK WITH VEHICLE AT THIS TIME. 2213 CM							
					265.45	265.45	265.45
						167.95	167.95

SHOP FEE 11.76
WARRANTY TO PAY \$452.65 AUTH#: IT IS OUR MISSION TO ENSURE EVERY CUSTOMER
CL10526981 CUSTOMER IS LEAVES OUR DEALERSHIP DRIVING A SAFE AND
RESPONSIBLE FOR REMAINING RELIABLE VEHICLE.
BALANCE OF \$154.67 FAX TO:
561-430-4305 EMAIL:
CCD@TOTALWARRANTYSERVICES.COM

PAID
JAN 16 2021
154.67
Viza
3159
JAN 27 2021
MC 7184

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTALS
		LABOR AMOUNT	307.93
		PARTS AMOUNT	265.45
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	11.76
		TOTAL CHARGES	585.14
		LESS INSURANCE	0.00
		SALES TAX	22.18
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	607.32



190802

DICK SMITH FORD
7201 GARNERS FERRY RD
COLUMBIA, SC 29209
803-343-5802

INVOICE

DICK SMITH FORD

7201 Garners Ferry Road
Columbia, SC 29209
Phone (803) 343-5802 Fax (803) 343-31
ford.dicksmith.com

PAGE 1

T: 843-206-2523

Date of birth 207745
Invoice # 190802

SERVICE ADVISOR: 477 Errin J Whetstone

VEHICLE MODEL	VIN	LICENSE	MILEAGE IN / OUT	TA
150 PICKUP	1FM2U67K55UB06946		127698/127702	T42
R. EXP.	PROMISED	PO NO.	RATE	PAYMENT
	17:00 13JAN21		0.00	CASH
ADY	OPTIONS:	ENG:4.0_Liter_SOHC_FFV TRN:5R44E AXL:42		
.4JAN21				

Total \$154.67

ORBIT CARD PAID \$154.67
VISA 1159

Retain this copy for statement
validation

IC...
VISA XXXXXXXXXXXXXXX1159
MANUALLY ENTERED
SIGNATURE VERIFIED

HOURS	LIST	NET	TOTAL
PART BUT WHEN YOU PRESS THE GAS IT WILL SHUT OFF			
INTERN TECH TEST CHARGING SYSTEM			
ALTERNATOR INOP. ADVISED			
REPAIRS WERE APPROVED.			
ARM1 ALTERNATOR ASY	265.45	139.98	139.98
REPLACED ALTERNATOR AND RETEST		265.45	265.45
TEM. ROADTEST VEHICLE AND ALL OK			
AT THIS TIME.			
		167.95	167.95

Payment 7067Y8B30M2M
Lower Down Payment
http://www.ford.com/privacy
501-430-4305 Email
CCD@TOTALWARRANTYSELLER.FORD.COM

.65 AUTH#: IT IS OUR MISSION TO ENSURE EVERY CUSTOMER
IS LEAVES OUR DEALERSHIP DRIVING A SAFE AND
ENJOYING RELIABLE VEHICLE.
FAX TO:

[Handwritten signature]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTALS
		LABOR AMOUNT	307.93
		PARTS AMOUNT	265.45
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	11.76
		TOTAL CHARGES	585.14
		LESS INSURANCE	0.00
		SALES TAX	22.18
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	607.32

CUSTOMER #: 109208

47178

FIVE STAR
NISSAN FLORENCE

BARBARA ANN JOHNSON
308 RUBY ST
LAKE CITY, SC 29560
HOME: 843-206-2523 CONT: 843-206-2523

INVOICE

311 N. Cashua Drive
Florence, SC 29501
(843) 665-8467

PAGE 1

BUS: CELL: SERVICE ADVISOR: 997016 CHRIS HOUGH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	T.	
BLACK	05	FORD Explorer Sport	1FMZU67K5SUB06946		133109/133109	TL:	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01DEC20	DD		17:00 28JUN21		0.00	CASH	28JUN21
R.O. OPENED	READY	OPTIONS:					
12:15 28JUN21	18:10 28JUN21	SOLD-STK:200780A ENG:4.0_Liter_SOHC_FFV					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A DIAGNOSTIC FOR CUSTOMER CONCERN...A/C BARELY COLD AIR, WHEEL BEARINGS MAKING A NOISE, REAR END MAKING A NOISE, FRONT TIRE ON THE DRIVER SIDE IS SCRUBBING

CAUSE: DIAGNOSTIC FOR CUSTOMER CONCERN
61 CUSTOMER CONCERNS

997175 ISP
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: (N/C) 0.00

B FEE CODE
10 MULTI POINT INSPECTION

997175 ISP
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: (N/C) 0.00

C CUSTOMER CONCERNS. DRIVER FRONT TIRE SCRUBBING
CAUSE: CUSTOMER CONCERNS

61 CUSTOMER CONCERNS
997175 ISP
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: (N/C) 0.00

D SUSPENSION SYSTEM DIAGNOSTIC. CUST STATES CHECK REAR END
CAUSE: SUSPENSION SYSTEM DIAGNOSTIC

32 SUSPENSION SYSTEM DIAGNOSTIC
997175 ISP
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: (N/C) 0.00

COMPANY NAME	CAR CARE	TOTAL WARRANTY SVCS
COMPANY PHONE		
POLICY NUMBER	M0228877	V0572775
POLICY TERM	36	36
EFFECTIVE DATE	01 DEC 2020	01 DEC 2020
DEDUCTIBLE	0.00	100.00
MILEAGE LIMIT		
BEGIN MILES	124865	

<small>WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.</small> <small>By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.</small>	<small>*SHOP SUPPLY COSTS:</small> We have added a charge equal to 17% of the total cost of labor and parts, not to exceed \$73.00, to the Repair Order for shop supplies used in connection with this repair.	DESCRIPTION	TOTALS
	LABOR AMOUNT		
	PARTS AMOUNT		
	GAS, OIL, LUBE		
	SUBLET AMOUNT		
	MISC. CHARGES		
	TOTAL CHARGES		
	LESS INSURANCE		
	SALES TAX		
	DATE: CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE	PLEASE PAY THIS AMOUNT

CUSTOMER #: 109208

47178

FIVE STAR NISSAN FLORENCE

INVOICE

311 N. Cashua Drive
Florence, SC 29501
(843) 665-8467

BARBARA ANN JOHNSON
308 RUBY ST
LAKE CITY, SC 29560

PAGE 2

HOME: 843-206-2523 CONT: 843-206-2523

BUS: CELL: SERVICE ADVISOR: 997016 CHRIS HOUGH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TA	
BLACK	05	FORD Explorer Sport	1FMZU67K55UB06946		133109/133109	T13	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG NO.	RATE	PAYMENT	INV. DATE
01DEC20 DD			17:00 28JUN21		0.00	CASH	28JUN21
R.O. OPENED	READY	OPTIONS: SOLD-STK:200780A ENG:4.0 Liter_SOHC_FFV					
12:15 28JUN21	18:10 28JUN21						
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	
END MILES				36000			
COMPONENTS							

<p>WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.</p> <p>By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.</p>	<p>*SHOP SUPPLY COSTS: We have added a charge equal to 17% of the total cost of labor and parts, not to exceed \$73.00, to the Repair Order for shop supplies used in connection with this repair.</p>	DESCRIPTION	TOTALS
	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

Repair Order Detail - Internal Copy

RO Number: 47178

RO Status: CLOSED

Customer: JOHNSON, BARBARA ANN

[Click to View Cust Copy](#)

Phone(s) Contact: (843)206-2523

Main: (843)206-2523

Cell:

Vehicle: 1FMZU67K55UB06946

2005 EXPLST

BLACK

Mileage: 133,109

Payment type: CASH

Walter: No

Service advisor: 997016

Promised time: 05:00 PM

Estimate: 0:00

Tag number: T1362

Promised date: 06/28/2021

Customer Comments: No

A	DIAGNOSTIC FOR CUSTOMER CONCERN... A/C BARELY COLD AIR, WHEEL BEARINGS MAKING A NOISE, REAR END MAKING A NOISE, FRONT TIRE ON THE DRIVER SIDE IS SCRUBBING						
	61	ISP	CUSTOMER CONCERNS	0.00			0.00
	Tech(s): 997175						
Pts:	0.00	Lbr:	0.00	Other:	0.00	Total Line A:	0.00

B	FEE CODE						
	10	ISP	MULTI POINT INSPECTION	0.00			0.00
	Tech(s): 997175						
Pts:	0.00	Lbr:	0.00	Other:	0.00	Total Line B:	0.00

C	CUSTOMER CONCERNS, DRIVER FRONT TIRE SCRUBBING						
	61	ISP	CUSTOMER CONCERNS	0.00			0.00
	Tech(s): 997175						
Pts:	0.00	Lbr:	0.00	Other:	0.00	Total Line C:	0.00

D	SUSPENSION SYSTEM DIAGNOSTIC, CUST STATES CHECK REAR END						
	32	ISP	SUSPENSION SYSTEM DIAGNOSTIC	0.00			0.00
	Tech(s): 997175						
Pts:	0.00	Lbr:	0.00	Other:	0.00	Total Line D:	0.00

Customer Pay	0:00
Labor	0:00
Parts	0:00
Lube	0:00
Sublet	0:00
Miscellaneous/Shop Charge	0:00
Deductible	0:00
Total Charges	0:00
Less Insurance/Adjustment	0:00
Sales Tax	0:00
Total	0:00



MIKE REICHENBACH



MIKE REICHENBACH FORD LINCOLN INC
600 NORTH COIT ST.
FLORENCE, SC. 29501
(843)664-4141 FAX(843)292-4228
WWW.GiveMikeATry.COM



BARBRA JOHNSON 308 RUBY ST LAKE CITY, SC 29560		VEHICLE ID 1FMZU67K55UB06946	MILES IN 136073	MILES OUT 136079	DATE-TIME IN 03/07/22 14:12	DATE OUT 03/28/22	INVOICE 474
VEHICLE DESCRIPTION 2005 FORD EXPLORER S					TAG NO. 05876	STATUS COMPLETE	
CONTROL NO. 416653	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE 01/01/19	DELIV. DATE 01/01/19	DELIV. MILES	TERMS Cash
HOME PHONE (843) 203-2523	WORK PHONE	CELL PHONE	STOCK NO.	SERV ADV. JAMIE HICKEY (771)		RO COMMENT	
Line	Op-Code	Fail Code	Tech	Hours	Type	Amount	
A	99P		A82		Customer	\$0.00	
Concern		VEHICLE CHECK-UP FREE MULTI POINT INSPECTION COURTESY OF MIKE REICHENBACH FORD.					
						Line Total...	\$0.00
B	A1B		A82		Customer	\$15.47	
Concern		CHANGE OIL AND FILTER-PERFORM MULTIPOINT INSPECTION					
Part Number		Description			Qty.	Unit Price	Ext. Price
QA1B820S					1	\$0.00	\$0.00
F1AZ 6731 BE		FILTER ASY - O			1	\$5.95	\$5.95
XO 5W30 BSP		MOTORCRAFT SAE 5W-30 API			6	\$3.86	\$23.16
						Parts Total...	\$29.11
						Line Total...	\$44.58
C			A82		Customer	\$315.00	
Concern		Customer states scrubbing in front end when turning					
Correction		replaced hub bearing					
Part Number		Description			Qty.	Unit Price	Ext. Price
B5A 1216 A		CONE AND ROLLE			1	\$18.67	\$18.67
FOZZ 1S190 A		SEAL ASY - OIL			1	\$27.82	\$27.82
B5A 1217 B		CUP - BEARING			1	\$39.04	\$39.04
A5		BEARING			1	\$24.79	\$24.79
						Parts Total...	\$110.32
Misc. Code		Description			Qty.	Unit Price	Ext. Price
		FREIGHT			1.0	\$3.00	\$3.00
						Misc Total...	\$3.00

INVOICE

CUSTOMER COPY

Page

BARBRA JOHNSON		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE
308 RUBY ST		1FMZU67K55UB06946	136073	136079	03/07/22 14:12	03/28/22	47
LAKE CITY, SC 29560		VEHICLE DESCRIPTION			TAG NO.	STATUS	
		2005 FORD EXPLORER S			05876	COMPLET	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
416653				01/01/19	01/01/19		Cash
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		RO COMMENT	
(843) 203-2523				JAMIE HICKEY (771)			
Line	Op-Code	Fail Code	Tech	Hours	Type	Amount	

C Continued

Line Total... \$428.32

D A82 Customer \$0.00

Concern Customer states roaring in rearend when driving
Correction could not verify concern

Line Total... \$0.00

E A82 Customer \$0.00

Concern Customer states drv heated seat wont heal
Correction could not verify customers concern

Line Total... \$0.00

Warranty Claim Type: F Authorization Code: Service Cont No:

Customer Totals

Charge Description	Amount
Parts	\$116.27
Misc	\$30.00
SalesTax	\$13.79
Labor	\$330.47
Misc.Chg	\$3.00
Parts-Other	\$23.16
Total Amount Due	\$516.69
MasterCard	\$334.14
CTRL#47491	---
Visa	\$182.55
CTRL#47491	---

BARBRA JOHNSON 308 RUBY ST LAKE CITY, SC 29560		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOI	
		1FMZU67K55UB06946		136073	136079	03/07/22 14:12	03/28/22	47	
		VEHICLE DESCRIPTION					TAG NO.	STATUS	
		2005 FORD EXPLORER S					05876	COMPLETI	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS		
416653				01/01/19	01/01/19		Cash		
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.			RO COMMEN		
(843) 203-2523				JAMIE HICKEY (771)					

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

SHOP SUPPLY COSTS: We have added a charge equal to 7% of the total cost of labor and parts for a
 credited \$55.00 to the Repair Order for shop supplies used in connection with the repair.

WARRANTY STATEMENT AND DISCLAIMER

PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE
 REPAIR INVOICE

By signing below you acknowledge that you have received and authorized the dealership to
 provide repairs, authorized service, and that you request for and the opportunity to and
 replaced as requested by you. The vehicle is being returned to you in exchange for your pay
 Amount Due

FOR YOUR CONVENIENCE OUR SERVICE DEPT. HOURS: MONDAY THRU FRIDAY 7:30 AM TO
 5:30 PM CLOSED SATURDAY AND SUNDAY

X
 CUSTOMER SIGNATURE DATE AUTHORIZED DEALERSHIP REPRESENTATIVE

(6)

Altman Automotive
144 S. Ron McNair Blvd.
Lake City, SC. 29560
Phone: 843-374-2000 Fax: 843-374-2100

INVOICE
26733

144 S. Ron McNair Blvd.
Lake City, SC 29560

Printed Date: 08/18/2022 Work Completed: 08/11

2005 Ford - Explorer Sport Trac - 4L, V6 (244CI) VIN(K)
Lic # : Odometer

VIN # : 1FMZU67K5 5UB06946

SALE AMOUNT 605.38
TAX 6.00
TOTAL 611.38

Qty	Rate	Ext	Labor Description
		25.04	REPLACE BODY BUSHING ALL 4
			REPLACE SWITCHES
			Environmental Fee

Org. Estimate 3.00 Revisions 602.38 Current Estimate 605.38

Revision # 1, Previous Estimate Amount 3.00 Additional Cost 602.38 Revised Estimate 605.38 Parts \$0.00 Labor \$576.00 Sublet \$0.00 Taxes & Fees \$26.38 Authorized by: JOHNSON, BARBARA Date: 8/22/22 Time: 3:02 PM Initiated By: Shop Written By: ALTMAN TAYLOR

Labor:	61
Parts:	
HazMat:	
SubTotal:	61
Tax:	
Total:	61
Bal Due:	\$61

Payments - 1

Vehicle Received: 8/18/2022

Customer Number

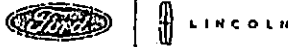
I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one year or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature _____ Date _____

Email Address: curlie2007@yahoo.com



MIKE REICHENBACH



MIKE REICHENBACH FORD LINCOLN INC
 600 NORTH COIT ST.
 FLORENCE, SC. 29501
 (843)664-4141 FAX(843)292-4228
 WWW.GiveMikeATry.COM



BARBRA JOHNSON 308 RUBY ST LAKE CITY, SC 29560		VEHICLE ID 1FMZU67K55UB06946	MILES IN 136536	MILES OUT 136537	DATE/TIME IN 05/27/22 08:54	DATE OUT 06/14/22	INVOICE # 50204
VEHICLE DESCRIPTION 2005 FORD EXPLORER S						TAG NO. 07442	STATUS COMPLETE

CONTROL NO. 416653	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE 01/01/19	DELIV. DATE 01/01/19	DELIV. MILES	TERMS No Charge
HOME PHONE (843) 203-2523	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV. JAMIE HICKEY (771)		RO COMMENT	

Line	Op-Code	Fall Code	Tech	Hours	Type	Amount
A	99P		A82		Customer	\$0.00
Concern VEHICLE CHECK-UP FREE MULTI POINT INSPECTION COURTESY OF MIKE REICHENBACH FORD.						
Line Total...						\$0.00

B			A82		Customer	\$0.00
Concern Customer states jumps all over road when hitting bumps						
Cause NEEDS FRONT SHOCKS AND BODY BUSHINGS (PARTS QUOTE ATTACHED)						
Line Total...						\$0.00

Warranty Claim Type: F Authorization Code: Service Cont No:

Customer Totals

Charge Description	Amount
Total Amount Due	\$0.00

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

SHOP SUPPLY COSTS: We have added a charge equal to 7% of the total cost of labor and parts, not to exceed \$30.00, to the Repair Order for shop supplies used in connection with this repair

WARRANTY STATEMENT AND DISCLAIMER

PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF REPAIR INVOICE.

By signing below you acknowledge that you were notified of and authorized the dealership to per services/repairs itemized in this invoice and that you received or had the opportunity to inspect replaced as requested by you. The vehicle is being returned to you in exchange for your payment Amount Due.

FOR YOUR CONVENIENCE OUR SERVICE DEPT. HOURS. MONDAY THRU FRIDAY 7:30 AM TO 5:30 PM CLOSED SATURDAY AND SUNDAY.

X _____
 CUSTOMER SIGNATURE DATE AUTHORIZED DEALERSHIP REPRESENTATIVE



Pace Automotive Service Center
 (843) 374-7756
 pacepsg42@gmail.com
 471 US-52, Lake City, SC, USA, 29560



Invoice # 10467
 Against Estimate#: 10656
 Created: Oct 6, 2022
 Invoiced: Oct 12, 2022
 Service advisor: Letha Self

Barbara JOHNSON
 (843) 206-2523
 308 RUBY STREET, LAKE CITY, 29560

2005 FORD EXPLORER SPORTS TRAC
 VIN: 1FMZU67K55UB06946
 Mileage: 0
 License Plate: 260938W

Customer notes

CUSTOMER SAID THE WHEEL BEARING NEED TO BE REPLACÉ. CUSTOMER SAID THAT THE CRUIZE CONTROL DO NOT WORK. CUSTOMER SAY THERE WAS A OIL SMELL.

WHEEL BEARING HUB ASSEMBLY

Name	Description	Price	QTY/HRS	Authorized Amount
1 Labor	DIAGNOSTIC	\$59.99	1	\$59.99
Service subtotal: \$59.99				

Thank you for your business! The work is complete and your payment is due upon pickup of the vehicle. Please contact us promptly if you have any questions about anything we did. As always, thanks for doing business with us!

Signature:

Part	\$0.00
Labor	\$59.99
Amount	\$59.99
Subtotal	\$59.99
Taxes (%)	\$0.00
South Carolina State(6%)	\$0.00
South Carolina, Florence County(1%)	\$0.00
South Carolina, Florence Capital Project District(1%)	\$0.00
Grand total	\$59.99
Paid to date	\$59.99
Remaining balance	\$0.00

Repair Order Detail - Internal Copy D

RO Number: 60013

RO Status: CLOSED

Customer: JOHNSON, BARBARA ANN

Phone(s): Contact: (843)206-2523

Vehicle: 1FMZU67K55UB06946

Main: (843)206-2523

2005 EXPLST

BLACK

Click to View Cust Copy
Cell:

Mileage: 139,045

Service advisor: 998185

Tag number: T1133

Payment type: TOT

Promised time: 05:00 PM

Promised date: 10/24/2022

Walter: No

Estimate: 0.00

Customer Comments: No

A CUSTOMER CONCERNS SWAY BAR AND BUSHING PROBLEMS HAS EXT WARR
 61 CTWS CUSTOMER CONCERNS 4:30 568.68
 Tech(s): 998106
 820-95087B 1 LOWER CONTROL ARM 194.55
 820-95086B 1 LOWER CONTROL ARM 194.55
 520-65251 2 FRONT SWAY BAR LINK 89.92
 1880788 2 REAR SWAYBAR LINK 89.92
 999021A 1 BELT TENSIONER ASSY 78.70
 Pts: 647.64 Lbr: 568.68 Other: 0.00 Total Line A: 1,216.32

Story: 139045 Vehicle rattles, shakes, sways, pulls, and wobbles
 real real bad. Unsafe in my personal opinion. Every
 suspension components has dry, rotted and badly worn bushings
 and boots. Tires are slightly dry, rotted and getting bald on
 outer edge due to very bad alignment. Steering very loose
 and almost uncontrollable. FOUND BODY MOUNT BUSHINGS NOT
 INSTALLED PROPERLY.

B CUSTOMER CONCERNS A/C COMPRESSOR PROBLEMS HAS EXT WARR
 61 CTWS CUSTOMER CONCERNS A/C 0:00 0.00
 COMPRESSOR PROBLEMS
 HAS EXT WARR
 Tech(s): 998106
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

Story: 139045 Ran vehicle for several minutes and had no A/C
 problems. Compressor does click on and off louder than usual
 but operates perfectly fine. Air coming out was ice cold.
 Found that the drive belt is worn and the auto tensioner is
 wobbly bad.

C MULTI POINT INSPECTION
 10 CTWS MULTI POINT 0:00 0.00
 INSPECTION
 Tech(s): 998106
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00

Story: 139045 inspected vehicle

D RECOMMEND NEXT VISIT
 RNV CTWS RECOMMEND NEXT VISIT 0:00 0.00
 Tech(s): 998106
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line D: 0.00

Story: 139045 done in service lane.

E** CUSTOMER CONCERNS WHINING NOISE UNDER HOOD
 61 CTWS CUSTOMER CONCERNS 0:00 0.00
 Tech(s): 998106

Repair Order Detail - Internal Copy

RO Number: 60013

RO Status: CLOSED

Customer: JOHNSON, BARBARA ANN

Click to View Cust Copy

Phone(s): Contact: (843)206-2523

Main: (843)206-2523

Cell:

Vehicle: 1FMZU67K55UB06946

2005 EXPLST

BLACK

Mileage: 139,045

Payment type: TOT

Waiter: No

Service advisor: 998185

Promised time: 05:00 PM

Estimate: 0:00

Tag number: T1133

Promised date: 10/24/2022

Customer Comments: No

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line E: 0.00
Story: 139045 only heard normal operating sounds compressor
would hum when kicking on but that's it. Operated fine. Too
much road noise and suspension clunking when driving to hear
anything. Tight steering can feel rough, maybe something
with power steering.

Customer Pay	
Labor	568.68
Parts	647.64
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	1,216.32
Less Insurance/Adjustment	1,268.13
Sales Tax	51.81
Total	0.00

Repair Order Detail - Internal Copy

RO Number: 56949

RO Status: CLOSED

Customer: JOHNSON, BARBARA ANN

[Click to View Cust Copy](#)

Phone(s): Contact: (843)206-2523

Main: (843)206-2523

Cell:

Vehicle: 1FMZU67K55UB06946

2005 EXPLST

BLACK

Mileage: 136,546

Payment type: CASH

Waiter: No

Service advisor: 997104

Promised time: 05:00 PM

Estimate: 0:00

Tag number: T2750

Promised date: 06/16/2022

Customer Comments: No

A CUSTOMER CONCERNS- CUSTOMER STATES CHECK BUSHINGS- CUSTOMER HAS A
 61 KNOCKING NOISE COMING FROM VEHICLE
 ISP CUSTOMER CONCERNS- 0:00 0.00
 CUSTOMER STATES CHECK
 BUSHINGS- CUSTOMER
 HAS A KNOCKING NOISE
 COMING FROM VEHICLE

Tech(s): 997596
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00
 Story: 136546 LEFT & RIGHT BODY SUPPORT UPPER AND LOWER INSULATORS
 ARE DETERIORATED/ MISSING DUE TO WEAR. LEFT & RIGHT BODY
 SUPPORT UPPER AND LOWER INSULATORS ARE DETERIORATED/ MISSING
 DUE TO WEAR. *NOTE* THERE'S RUST PRESENT AND THE CAB/ BODY
 OF THE VEHICLE WILL HAVE TO BE RAISED FOR THESE REPAIRS.

B MULTI POINT INSPECTION
 10 ISP MULTI POINT 0:00 0.00
 INSPECTION

Tech(s): 997596
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

C FEE CODE
 RNV ISP RECOMMEND NEXT VISIT 0:00 0.00

Tech(s): 997596
 Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00

Customer Pay	0:00
Labor	0:00
Parts	0:00
Lube	0:00
Sublet	0:00
Miscellaneous/Shop Charge	0:00
Deductible	0:00
Total Charges	0:00
Less Insurance/Adjustment	0:00
Sales Tax	0:00
Total	0:00

CUSTOMER #: 293718

215653



BARBARA JOHNSON
308 RUBY ST
LAKE CITY, SC 29560-3274
HOME:843-206-2523 CONT:843-206-2523
BUS: CELL:

INVOICE

DICK SMITH FORD

7201 Gamers Ferry Road
Columbia, SC 29209
Phone (803) 343-5802 - Fax (803) 343-3191
ford.dicksmith.com

DUPLICATE 1
PAGE 1

SERVICE ADVISOR: 747 Daniel K Lee

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
EBONY	05	FORD F150 PICKUP	1FMZU67K55UB06946		139166/139166	T3388	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23AUG05	DE12JAN05		17:00 07FEB23		0.00	CCMC	07MAR23
R.O. OPENED	READY	OPTIONS:					
14:05 07DEC22	13:39 07MAR23	ENG:4.0 Liter_SOHC_FFV TRN:5R44E AXL:42					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A TOW IN

8888 MISC

1475 ISPL

(N/C)

B CUSTOMER STATES WHEN TURNING AT LOW SPEEDS CAN HEAR A KNOCKING NOISE COMING FROM FRONT END. CHECK AND ADVISE

8888 MISC

1475 ISPL

(N/C)

FOUND TORSION BAR LOOSE AND FOUND DRIVER FRONT WHEEL WELL LINER RUBBING ON TIRE. WOULD HAVE TO REMOVE OR REPLACE WHEEL WELL LINER

C CUSTOMER STATES SMELLS AN OIL BURNING SMELL. CHECK AND ADVISE
DIAG DIAGNOSED VEHICLE

1475 ISPL

1020.00 1020.00

1 BMS96123AZ OBSLT GASKET 41.98 41.98 41.98

1 CVS50529RAZ OBSLT GASKET 43.47 43.47 43.47

DIAGNOSED VEHICLE FOR CUSTOMERS CONCERNS. FOUND VALVE COVER GASKETS LEAKING OIL. REPLACED BOTH VALVE COVER GASKETS COMPLETED. ROADTESTED AND RETESTED. CONFIRMED REPAIR

D CUSTOMER STATES DRIVER WINDOW REGULATOR IS INOPERATIVE. SHE HAS A WINDOW REGULATOR IN BOX. GIVE QUOTE TO REPLACE

8888 MISC

1475 ISPL

(N/C)

CUSTOMER DECLINED REPAIRS AT THIS TIME.

E CUSTOMER STATES BRAKES SQUEAL SEVERELY

8888 MISC

1475 ISPL

(N/C)

BRAKES ARE OKAY AT THIS TIME.

IT IS OUR MISSION TO ENSURE EVERY CUSTOMER LEAVES OUR DEALERSHIP DRIVING A SAFE AND RELIABLE VEHICLE.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	1020.00
PARTS AMOUNT	85.45
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	1105.45
LESS INSURANCE	0.00
SALES TAX	6.84
PLEASE PAY THIS AMOUNT	1112.29

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

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* INVOICE * #222245

~~(L)~~

Carolina Tire
 324 W. Main Street
 Lake City, SC 29560
 PH. 843-374-2880
 THANK YOU FOR YOUR BUSINESS!!!

Sold To:		ACCOUNT#: 1090
JOHNSON, BARBARA 308 RUBY ST LAKE CITY, SC 29560		DATE : 03/25/03
PH. (843)206-2523		INVOICE #: 222245
Billed By: RLB		S#: 1 R
Sold By: ROBERT L		A/R: CASI
Tx: Y EX#:		Park#/Delv/Pkup:
2005 FORD EXPLORER SPORT TRAC SZU339 MILEAGE: 141090 VIN#: 1FMZU67K55UB06946 ENG: 4.0L V6 F		

Quantity	Product #	Size/Description/MER#	TC	MC	DP	BINH	Unit Price	F.E.T.	Ext.Amo
	PKG-SYNTHETI	FULL SYNTHETIC/ DEXOS OIL CHANGE				I			

	400-LOF	LABOR LUSE OIL & FILTER				I			20
1	OPP	OIL FILTER				I I	4.99		4
5	OIL DEXOS	5W30 DEXOS DEXOS SYNTHETIC 5W30 OIL				I I	6.99		34
	SS99-1	SHOP SUPPLIES/ENVIRONMENT FEES				T			2

Merchandise 39.94	Services & Other 22.26	F.E.T. 0.00	Subtotal 62.20	Sales Tax 3.20	Tc 65
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Notes: PO# Terms: DUE DATE AMT. DUE Misc. Adj. \$ ()
 Cash or Check #: CASH \$ 65
 Credit Card. . . \$ ()

Balance. . . . : C . . . \$ ()

Received By:

<< Page 1 of 1 >>

Started: 03/25/03 8:35 AM Promised: 03/25/03 SOB Completed: 03/25/03 10:14 AM

I hereby authorize this repair work to be done and grant permission to test drive this vehicle. Also, I am aware if I choose to stop the repair process any time once work has begun, I may be charged a reassembling fee. I also Carolina Tire is not responsible for any lost or misplaced valuables.

N

Date: 05-11-2023

Keytag #: 44646



CPC #: 4005027039955018930

Walmart #2703, 2014 S Irby St, Florence, SC 29505

Please note, your tires will be electronically registered for the name and address stated on this work order pursuant to law.

Barbara Johnson	Year: 2005	VIN: 1FMZUG7K55UB0694G	Customer Arrival Time
(843) 206-2523	Make: Ford	License: 260938W	05-11-2023 04:43 PM
300 Ruby St	Model: Explorer Spt Trac	Odometer: 143,871	Service Completed Time
Lake City, South Carolina 29560	Color: Black		05-11-2023 06:25 PM

Service Description	Quantity	Price
Walmart.com	4	\$0.00
Rotation + Lifetime Balance	4	\$56.00 (\$14.00 EACH)
Road Hazard Protection Warranty	4	\$40.00 (\$10.00 EACH)
Valve	4	\$12.00 (\$3.00 EACH)
Service Total (Excluding Tax & Govt. Fees): \$108.00		

Merchandise Description	Quantity	Price
Walmart.com order	1	Prepaid
Walmart.com order	1	Prepaid
Walmart.com order	1	Prepaid
Walmart.com order	1	Prepaid
Merchandise Total (Excluding Tax): \$0.00		
Total (Excluding Tax & Govt. Fees): \$108.00		

Vehicle Checks & Services Performed

Scan existing DOTs	NOT PERFORMED	Install Valve Stem	COMPLETE-Drv front	Tire pressure check	CHECKED-Drv front, 35 PSI
Replace tires	DECLINED-Drv front	Install Valve Stem	COMPLETE-Drv rear	Tire pressure check	CHECKED-Drv rear, 35 PSI
Replace tires	DECLINED-Drv rear	Install Valve Stem	COMPLETE-Pass front	Tire pressure check	CHECKED-Pass front, 35 PSI
Replace tires	DECLINED-Pass front	Install Valve Stem	COMPLETE-Pass rear	Tire pressure check	CHECKED-Pass rear, 35 PSI
Replace tires	DECLINED-Pass rear	Balance tires	COMPLETE-Drv front	Dispose of old tires	DECLINED-Drv front
Scan new DOTs	COMPLETE-Drv front,	Balance tires	COMPLETE-Drv rear	Dispose of old tires	DECLINED-Drv rear
	CC3F0853922	Balance tires	COMPLETE-Pass front	Dispose of old tires	DECLINED-Pass front
Scan new DOTs	COMPLETE-Drv rear,	Balance tires	COMPLETE-Pass rear	Dispose of old tires	DECLINED-Pass rear
	CC3F0853922	Lugnut torque	ENTER TORQUE-Drv front, 100	TPMS Relearn	DECLINED-Drv front
Scan new DOTs	COMPLETE-Pass front,	Lugnut torque	ENTER TORQUE-Drv rear, 100	TPMS Relearn	DECLINED-Drv rear
	CC3F0853922	Lugnut torque	ENTER TORQUE-Pass front, 100	TPMS Relearn	DECLINED-Pass front
Scan new DOTs	COMPLETE-Pass rear,	Lugnut torque	ENTER TORQUE-Pass rear, 100	TPMS Relearn	DECLINED-Pass rear
	CC3F0854022				
Mount Tires	COMPLETE-Drv front				
Mount Tires	COMPLETE-Drv rear				
Mount Tires	COMPLETE-Pass front				
Mount Tires	COMPLETE-Pass rear				

Damages Noted Before Service	Type of Damage	Additional Comments
None	--	--

Technician Names	Customer Comments	Technician Comments
Service Writer/Greeter: Laquasha R.	No locking lugnuts	Front driver side tire missing lug nut
Tire tech: Danny P.	Customer opted in for road hazard.	
Tire tech: Joel L.		
Tire tech: Danny P.		

Continued on next page...

Walmart #2703, 2014 S Irby St, Florence, SC 29505

Date: 05-11-2023
Keytag #: 44646



Please note, your tires will be electronically registered for the name and address stated on this work order pursuant to law.

Barbara Johnson	Year: 2005	VIN: 1FMZU67K55U806946	Customer Arrival Time
(843) 206-2523	Make: Ford	License: 260938W	05-11-2023 04:43 PM
308 Ruby St	Model: Explorer Spt Trac	Odometer: 143,871	Service Completed Time
Lake City, South Carolina 29560	Color: Black		05-11-2023 06:25 PM

Customer Service Agreement

I authorize the stated service to be completed with the necessary materials. I give permission to operate the vehicle. I understand:

1. Walmart does not inspect tires to determine if they are safe or have been recalled. Tires are not examined for conditions that may affect safety (tread depth, cuts, punctures, cracking, bulges, or uneven tread wear).
2. Only the service(s) listed on the service order are performed.
3. During oil changes, Walmart only checks and adjusts tire air pressure.
4. Walmart does not check tire age or air pressure of the spare tire.
5. Customers should regularly confirm that their tires, including any spare, are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures, cracking, bulges, or uneven tread wear.
6. Driving conditions will affect tire performance.

Customer Signature: _____

Date: 05-11-2023

Customer Notification and Disclaimer

Walmart may conduct complimentary courtesy checks based on your selection of service packages. Courtesy checks vary by service package and could include the following: checking of tire pressure, light bulb testing, fluid levels (washer, transmission, and power steering), battery check, interior vacuuming and checking of the wiper blades.

HAVE YOUR LUG NUTS RETORQUED AFTER THE FIRST 50 MILES

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

IN THE COURT OF APPEALS IN THE
SUPREME COURT

Barbara Ann Johnson,
Plaintiff(s)

Witness Affidavit

v.

McLaughlin Ford,
Defendant(s)

Case No. 2025-000242

On July 19, 2023, I attended with Ms. Johnson to McLaughlin Ford to speak with the manager to discuss why the motor was removed from Ms. Johnson's vehicle. I spoke with the service manager, Butch, I asked him why they took the motor out of Ms. Johnson's vehicle. Butch stated that the timing chain broke and the warranty company told them to remove the motor and so did Olivia, the service representative, and they are paying for the new motor so why not remove the motor. I stated it would have been cheaper to just install the timing chain if it were broken and Butch said no. I stated if it was the timing she would not have been able to drive her vehicle from Lake City to Sumter. Ms. Johnson told Butch that she needed her vehicle for an upcoming wedding event, so she called the warranty company and spoke with Barry and Grant. Barry and Grant stated that McLaughlin Ford was supposed to only take picture of the point of failure and not remove the motor. I appeared court on several occasion with Ms. Johnson, and on May 6, 2023, there was testimony given and Ms. Johnson gave her testimony and Ms. Sherry, McLaughlin Ford Representative, admitted that they had to remove her motor to take pictures for the warranty company. Judge Kimberly W. Land postponed the trial and asked that McLaughlin Ford and Ms. Johnson to try and reach an out-of-court agreement. There was not an agreement made because the warranty company stated they did not need to remove the motor to take the pictures. The manager, Mr. Woods, stated he would not continue to work on Ms. Johnson truck.

I swear or affirm that I know the facts above to be true. I believe anything above that is stated on information and belief to be true.

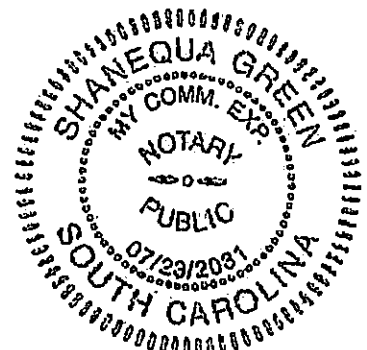
Thomas M. Chen
Signature

Sworn to and subscribed before me this 26th day of September, 2025.

[Signature]
Signature of Notary Public

Shanequa Green
Printed Name of Notary Public

My Commission Expires the 07th day of July, 2031.





320 South Colt Street | Florence, South Carolina 29501
Phone: (843) 413-9500 | Fax: (843) 413-1013
www.sclegal.org | www.lawhelp.org/sc | www.trobono.net/sc

March 25, 2024

Barbara Ann Johnson
308 Ruby Street
Lake City, SC 29560

Re: Your Request for Assistance
Our File No.: 24-0748481

Dear Ms. Johnson:

The purpose of this letter is to advise you that I have been assigned to review your application for assistance regarding a car warranty for South Carolina Legal Services. In order to determine the level of assistance we can offer you, I need additional information. Please provide a copy of all paperwork you have from the dealership and all paperwork you have from the warranty company, including a copy of the written contract, all bills you have received, all sales documents you have, and any other letters or other correspondence (including text messages between you and Barry from the warranty company) you may have.

You can fax the documents to me at 843-413-1013 or mail the documents to me at the address above. Once I review the requested documents, we can decide how to assist you best.

Please provide a copy of the requested documents to me as soon as possible. If I do not receive these documents within ten (10) days, I will be forced to close your file.

Thank you, and I look forward to hearing from you soon.

With kind regards, I am,

Yours very truly,

Daniel L. Beasley
Staff Attorney
South Carolina Legal Services

18





**South Carolina
Legal Services**

Balancing the Scales of Justice

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May 22, 2024

Ms. Barbara Johnson
308 Ruby Street
Lake City, S.C. 29560

Re: Auto Warranty and Judicial Sale Matter
McLaughlin Ford vs. Barbara Johnson
Civil Case No.: 2024-CV-43101-01698
Our File No.: 24-0748481

Dear Ms. Johnson:

Thank you for your recent application for services from South Carolina Legal Services. I have reviewed your application and regret that we are unable to take your case for more than advice due to our limited resources.

You sought our assistance because you were served with notice that your vehicle would be subject to judicial sale to satisfy a lien for storage or repairs, made by McLaughlin Ford. You were notified that this judicial sale would take place in early April, 2024 before the Sumter Magistrate. A hearing was held in your case on May 6, 2024. The judge continued your case during this hearing, hoping that you and McLaughlin Ford could come to some agreement. Another hearing is scheduled to be held in your case on June 3, 2024. Additionally, it appears that you filed a claim against McLaughlin Ford on May 17, 2024. You purchased a warranty for your vehicle, around the time you purchased the vehicle in 2020. You have had problems with your vehicle and now you are being told by the warranty company that they will not cover the repairs which were made by McLaughlin Ford.

More specifically, you purchased a 2005 Ford Explorer from 5-Star Nissan in Florence in December 2020, and subsequently purchased a comprehensive warranty, which was supposed to cover repairs to the vehicle until it reached 150,000 miles. In early May, 2023, your vehicle began to exhibit signs of a mechanical issue, so you took the vehicle to McLaughlin Ford in order to have the problem with your vehicle diagnosed. At this point, your vehicle had 130,000 miles on it. When you left your vehicle at this repair shop, it was in working condition. While your vehicle was in McLaughlin Ford's possession, mechanics removed the entire motor, amounting to approximately \$9,000 worth of work. On March 20, 2024, McLaughlin Ford informed you that you needed to



Carriington S.B. Wingard - Chairman; Rogina Lewis - Vice-Chairman; William L. Byrd - 2nd Vice-Chairman; Maridolores Valentin - Secretary; Angela DeAnne Rowe - Treasurer

come tow your vehicle from it's shop, or alternatively to pay \$1,900 on the balance owed for the work McLaughlin's mechanics performed.

In response to McLaughlin's claims that you owed them \$9,000 for their work, both you and your warranty company are of the position that the work performed by McLaughlin's mechanics was not authorized. Your warranty company stated that they would have only approved work up to \$4,700, because that was the amount remaining of your \$8,000 warranty limit. Therefore, you believe that you should not be required to pay for these repairs. Furthermore, you wish to hold McLaughlin Ford liable for the faulty repairs they performed, and compel them to repair your vehicle, so that it is in the condition that it was when you initially left your vehicle at the repair shop.

When you purchase a car with a warranty, the written document is the contract and the provisions and limitations in that document control. Often these contracts provide provisions where you are required to comply with the requirements of the contract to trigger the duty of the warranty company. An example of this would be that you would have to report the issue within a set amount of time or you must take the vehicle to a designated mechanic/repair shop. When a company breaches the contract for warranty, your recourse would be to file a lawsuit against them (if less than \$7500, it can be filed in Magistrate Court).

Furthermore, I offer the following advice regarding dealings with auto mechanics under S.C. Law. Whenever you require the services of auto mechanics, you should be careful to specify repairs you, or your warranty company, will authorize the mechanics to perform, in writing. In addition, such writing should clearly reflect an acceptable, agreed-upon price range for the work to be performed by that mechanic. You also have a duty to follow-up with auto mechanics diligently, to ensure that no work outside the scope of your agreement with that mechanic is performed. Unfortunately, your case has progressed to the point where you will require the services of a private attorney, with more time and resources to devote to defending you against McLaughlin Ford's claim, and to assist you in compelling any repairs by McLaughlin Ford.

Because you may have a claim for negligent repair, you should get a private attorney to assist you. Your claim could result in a money damage award. We are not permitted to take cases for monetary damages because the private bar will take such cases.

If you wish to seek a second opinion or you wish to proceed with a private attorney, you can call the South Carolina Lawyer Referral Service at 1-800-868-2284. The Lawyer Referral Service will give you the name and number of an attorney in your area who will meet and discuss the case with you for one-half (1/2) hour and charge you no more than fifty and No/100 (\$50.00) dollars for the initial consultation. However, beyond the first ½ hour consultation, the attorney may charge his/her normal fee for any services.

Because the advice provided above will be the extent of the legal assistance we can offer you at this time, your file in this matter will be closed. It is our intention to provide prompt and efficient services under the guidelines of our organization. With this in mind, we are not able to

APPELLANT'S BRIEF

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STATEMENT OF ISSUES ON APPEAL

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

STATEMENT OF THE CASE

On May 6, 2024, there was a public sale hearing where I, Barbara Ann Johnson, gave my testimony. McLaughlin Ford admitted that they had to remove the motor from my vehicle without my permission in order to take pictures for the warranty company. Judge Kimberly Lane ordered a continuation to attempt an out-of-court settlement after that admission. Despite this, McLaughlin Ford never returned my vehicle to its original state or repaired it under warranty. I later contacted the real Butch Wilson at McLaughlin Ford, who verified that only the vehicle owner was authorized to approve motor removal. The warranty company also confirmed they did not authorize such removal.

The warranty company further confirmed there remained \$4,590.00 under my coverage, but McLaughlin Ford refused to reinstall the motor. Their actions resulted in the loss of my transportation, financial hardship, and ongoing vehicle damage.

FACTS

I made an appointment with Olivia, a service advisor, and discussed the vehicle noise and gasket issue. She acknowledged my warranty coverage for diagnostics. However, McLaughlin Ford unlawfully tore down my vehicle, exceeding authorization. All records and testimony show the removal was not warranted for diagnostic purposes.

Additionally, I possess a CD containing a voicemail message from Olivia at McLaughlin Ford, which directly relates to this issue. The voicemail has been transcribed and both the transcribed and CD recording have been included in the Record of Appeal as Exhibit C. The CD is properly labeled and submitted as supplemental evidence to ensure the Court has access to the original audio recording referenced in the transcript.

Everything provided by McLaughlin Ford in the lower court was false and misleading. The judge did not permit me to fully present this evidence, including the voicemail, which supports my position.

ARGUMENTS

I. THE APPELLANT REQUESTS THAT THE COURT REQUIRE THE RESPONDENT TO RESTORE THE VEHICLE TO ITS ORIGINAL CONDITION AS IT WAS DELIVERED FOR SERVICE.

II. THE RESPONDENT FAILED TO PROVE BY CLEAR AND CONVINCING EVIDENCE THAT THEY WERE NOT NEGLIGENT IN REMOVING THE MOTOR AND TEARING DOWN THE VEHICLE WITHOUT AUTHORIZATION. THE TRIAL COURT ERRED IN GRANTING JUDGMENT IN FAVOR OF THE RESPONDENT BY A PREPONDERANCE OF THE EVIDENCE.

CONCLUSION

For the reasons stated, the Appellant respectfully requests that this Court reverse the judgment of the Circuit Court and review the included CD recording and transcription as part of the appellant record.

Respectfully submitted,

s/ Barbara Ann Johnson

308 Ruby Street

Lake City, SC 29560

843-206-2523

Appellant

November 10, 2025.

APPELLANT'S REPLY BRIEF

STATE OF SOUTH CAROLINA
In the Court of Appeals

Barbara Ann Johnson, Appellant v.
McLaughlin Ford, Respondent

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

The Honorable Kristi F. Curtis, Circuit Court Judge

Case No. 2025-000242

Barbara Ann Johnson Appellant

v.

McLaughlin Ford Respondent

REPLY BRIEF OF APPELLANT

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

REPLY BRIEF

- I. Respondents argue that the trial judge properly determined that the Petitioner authorized the work performed by them. However, the evidence presented shows that the Petitioner only gave permission for diagnostic testing related to the issues she brought the vehicle in for. The Respondents admitted that the vehicle was torn down to the point of failure without the Petitioner's prior approval. The Petitioner further contends that the signature on the Respondents' disclaimer is not hers and believes it to be forged. She never signed any document other than the diagnostic authorization form.
- II. Respondents argue that the Circuit Court did not err in affirming the Magistrate's decision. However, during the Public Sale Hearing on May 6, 2024, the Respondents admitted that they removed the motor from the Petitioner's vehicle without permission, claiming it was to take pictures for the warranty company. (Trial transcript)
- III. Respondents argue there was no claim for fraud or negligence. However, testimony from Mr. Wilson established that the warranty company did not instruct McLaughlin Ford to remove the motor. This proves that the Respondents acted negligently in this matter. (Trial transcript)
- IV. Respondents argue that the Petitioner is not entitled to relief and that her claims lack merit. The Petitioner contends she should be granted relief due to the undue stress and hardship caused by being without her vehicle for an extended period, and the Respondents' continued refusal to reassemble the vehicle to its original condition.

CONCLUSION

For the foregoing reasons, the decision of the Circuit Court should be reversed, and this case remanded with instructions to enter judgment in favor of the Appellant.

Respectfully submitted,

s/Barbara Ann Johnson
308 Ruby Street
Lake City, SC 29560
(843) 206-2523
Appellant

November 10, 2025

TRANSCRIPT OF PROCEEDINGS

TRANSCRIPT OF PROCEEDINGS

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
IN THE MAGISTRATE COURT
C.A. N.O. 2024-CV-43101-2595

BARBARA ANN JOHNSON,
PLAINTIFF,

VS.

MCLAUGHLIN MOTORS
DEFENDANT,

H E A R I N G
BEFORE THE HONORABLE KIMBERLY W. LAND

DATE: JULY 17, 2024

LOCATION: SUMTER COUNTY MAGISTRATE COURT

TRANSCRIBER: BRIDGETTE LEE

APPEARANCES:

BARBARA ANN JOHNSON
380 RUBY STREET
LAKE CITY, S.C. 29560

PRO SE PARTY

MICHAEL MCKINNEY JORDAN, ESQUIRE
10 LAW RANGE
SUMTER, S.C. 29150

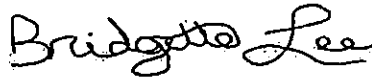
REPRESENTING DEFENDANT

CERTIFICATE OF TRANSCRIBER

I, Bridgette Lee, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the hearing of the captioned case, relative to appeal, in the Magistrate Court for Sumter County, South Carolina, on the 17th day of July 2023.

I do further certify that I am neither kin, counsel, nor interest to any party hereto.

May 1, 2025


A handwritten signature in cursive script that reads "Bridgette Lee". The signature is written in black ink and is positioned above a horizontal line.

Bridgette Lee
Certified Transcriber

1 THE COURT: Good afternoon, I'm Judge Land, this case
2 number 2595, Barbara Ann Johnson versus McLaughlin Ford. The
3 representative for them, attorney Michael Jordan, welcome.
4 It looks like Ms. Johnson was noticed to be here and
5 actually signed for this case to begin at 2:00. She's been
6 called?

7 LADY: Yes, she has been called, Your Honor, but no
8 response.

9 THE COURT: Okay. And she has not answered. It's
10 currently 2:08, she is the Plaintiff in this matter. Since
11 she is not here, we can't move forward. I'm going to
12 dismiss it, without prejudice. Of course if she wants to
13 refile, she has that right. As far as today is concerned,
14 it's dismissed.

15 MR. JORDAN: Thank you.

16 LADY: Alright.

17 THE COURT: Good afternoon, I'm Judge Land, this case
18 number is 2595, Barbara Ann Johnson versus McLaughlin Ford,
19 who is represented by Michael Jordan. I had dismissed this,
20 it was scheduled to begin at 2:00 and it's 2:08 and it
21 appears she has come (indiscernible)

22 MS. JOHNSON: I was stuck in traffic, I had to wait to
23 get someone to drive me. I had to have a knee replacement
24 and then I had to take time off from work. (Indiscernible)

25 THE COURT: We will continue to hear the matter today.
26 This is a Complaint filed by you Ms. Barbara Ann Johnson. I
27 will swear you in and take your testimony. Do you have any
28 witnesses?

29 MS. JOHNSON: They all at work, that is why I was
30 trying to get it --

31 THE COURT: That is okay. I was trying to get everyone
32 sworn in at the same time.

1 MS. JOHNSON: Okay.

2 THE COURT: Will you raise your right hand, do you
3 swear to tell the truth whole truth and nothing but the
4 truth?

5 MS. JOHNSON: So help me God.

6 THE COURT: Alright, what brings you in today?

7 MS. JOHNSON: Okay, I took my vehicle to McLaughlin
8 Ford for diagnostic. I had just got it out of the shop in
9 March from Dixon Ford. I had talked to Olivia and they said
10 that they tighten up the front end, but it still run off the
11 road when I'm driving and I wanted them to do a diagnostic
12 on it to see what is was. She said, "well ma'am I understand
13 that, but we can't get it in until June, because she said
14 that they were so booked. So I took it to her, and I gave
15 her my warranty information. She said that the warranty
16 people said that you have to get all your information. So I
17 went around and got all my -- what she call it -- service
18 records and all that I took that to her. When I got to the
19 shop, my motor was out of my truck and I ask why is my
20 motor out my truck. She said talk to I think his name was
21 Butch, he is the head mechanic and he said that they are
22 going to pay for a new motor. I said that my truck did not
23 need a motor, the only thing that y'all was supposed to do
24 was diagnose my truck. And that is when I called the
25 warranty company and they said that they did not tell them
26 to take the motor out of the vehicle. Well my motor is out
27 of my truck and I didn't give noone permission. The only
28 thing that they were supposed to do the diagnose my truck
29 because y'all were going to pay for the diagnostic. We were
30 going back and forth with them and I said that we need to do
31 a three way call and she said that we cant do a three way
32 call. So she would call the warranty company and say this

1 and then she would tell me to call the warranty company.
2 I would call them and that is when I was talking with Grant
3 and he said that they did not tell them to take my motor
4 out. That day that we came to Court, you said to go and
5 talk to them and that is when me and him talked to warranty
6 company. The warranty said that I gave them permission and
7 I said that I gave no one, why would I give yall permission
8 to take the motor out of my truck when I just get my vehicle
9 from Dixon Ford.

10 When they put (Indiscernable) on the back of the truck, my
11 truck was fine all it was doing was when you drive,
12 it would bounce off the road. That should already be
13 repaired

14 but they said it was repaired, but it was not repaired. My
15 motor did not have to be taken out of the truck, because I
16 didn't take my car in for the motor to be taken out. When
17 they took my motor out my truck, I told them to put my motor
18 back in my truck, because I'm not paying for yall to replace
19 my motor, because I did not ask yall to to take my motor
20 out. They said that I can come and pull it and I said no
21 ma'am, I'm not coming to pull nothing. Then Olivia said the
22 timing chamber, I said no ma'am, the timing chamber could
23 not have been broken, because I drove my vehicle in yall
24 shop. That when I talk to -- what's his name, Stewart or
25 something. He said ma'am, your timing chamber is not
26 broken, because you would not be able to drive your truck.
27 They were giving me the run around, trying to make me pay
28 for something that the warranty company said that they had
29 the \$4500 for the diagnostic. They were trying to make me
30 pay for something that the warranty company pay for that.
31 Because I took it to the shop under my warranty. Because I
32 called them and spoke to them that is why I took it into the

1 shop.

2 THE COURT: Okay. Is there anything else?

3 MS. JACKSON: That is it.

4 THE COURT: MR. JORDAN.

5 MR. JORDAN: Ms. Johnson, isn't it true that the warranty
6 company offered to pay about \$4600.00 for a new --
7 replacement motor?

8 MS. JOHNSON: Yes they did, but I didn't need a motor.

9 MR. JORDAN: Didn't you tell them that was half of the
10 total cost of the replacement of motor was replacement and
11 you were going to have to come up with \$4600.00 to \$4800.00.
12 Isn't that a result of the warranty company -- of there
13 service to you or contract to you because they only offered
14 you half what it would take to replace the motor.

15 MS. JOHNSON: Yes, but it didn't need a motor. That's what
16 they said that I only have left on my warranty was
17 \$4500.00, that it what they said I had left on my warranty.
18 Anything after \$4500.00 was coming to me that I have to pay.

19 MR. JORDAN: Now prior to you going to McLaughlin, your
20 warranty company was not offering you anything, correct?

21 MS. JOHNSON: No, my company -- my company -- this warranty
22 I had was only the value for the truck. This warranty I had
23 was for 50,000 miles and it was for the value of my truck.
24 Only for the value of my truck, like \$8000.00, so I had used
25 about \$4,000.00 or something, going back and forth with Dick
26 Smith Ford and everything so I had \$4500.000 toward the
27 warranty on my truck, that's why I was getting the
28 diagnostic.

29 MR. JORDAN: But isn't the end result that your warranty
30 company said that they would pay about \$4500.00 to \$4600.00
31 and you would have to pay the balance of the new motor and
32 that's where -- that's when you said that you were not

1 paying anything.

2 MS. JOHNSON: Yes, because I hadn't told them to take my
3 motor. They said that it was the timing chain, and I like
4 tell them that it was not the timing chain was broke.
5 Anybody with common sense, know that you that you can't
6 crank and drive your truck when the timing chain is broke.
7 And I just had my truck at Dick Smith Motors and you they
8 said you have a good motor, they tried to buy my truck while
9 I was at their shop and I told them my truck was not for
10 sale.

11 MR. JORDAN: Okay. Didn't you also tell the folks at
12 McLaughlin Ford that the rebuild or remanufactured motor was
13 too much and that you were going to go to a junkyard and get
14 a used motor for \$900.00 and you wanted that put in the
15 truck.

16 MS. JOHNSON: No, I said that if my truck was in need of a
17 motor, me myself with common sense would get a rebuilt
18 motor. I not going to pay no \$8,000.00 and I know what the
19 motor is going to cost, like a \$1,000.00 and something
20 online, because my son in law just got a motor and
21 transmission for his vehicle. But my truck didn't need a
22 motor because I kept my vehicle serviced and I have hardly
23 ever drove my vehicle. I had my vehicle for three years and
24 look at how many miles I put on my truck, because I was
25 driving my son's car when I couldn't drive it.

26 MR. JORDAN: Now you are talking about Dick Smith, you just
27 had the vehicle at Dick Smith a couple of months ago
28 instead of taking it to McLaughlin correct?

29 MS. JOHNSON: Yes.

30 MR. JORDAN: It was diagnosed as having leaking oil and
31 \$1100.00 worth of replacing valve covered gaskets because of
32 the oil leak?

1 MS. JOHNSON: Because they said the valve covers was broken
2 and that is what they fixed.

3 MR. JORDAN: That was 139,000 miles, that was about 5 to
4 6,000 miles before you brought it to McLaughlin, correct?

5 MS. JOHNSON: I don't know how many miles was on it.

6 MR. JORDAN: With all the service records I got, I mean you
7 wouldnt have access to Dick Smith service records. You
8 brought --

9 MS. JOHNSON: I have Dick Smith Ford records, the Dick Smith
10 Ford records was in the glove compartment that is what I
11 told -- I told Olivia Dick Smith service records was in the
12 glove compartment because I got it from Dick Smith Ford and
13 his was the only record left in the truck. So I had to go
14 around and get all the other service records, but Dick Smith
15 Ford was in the glove compartment and Olivia got it out of
16 there.

17 MR. JORDAN: So that would it say that is was leaking oil
18 from the place of the valve covered gasket?

19 MS. JOHNSON: Yes, that's what is says.

20 MR, GORDON: And that is \$100.00

21 MS. JOHNSON: Yes, that is what they did.

22 MR. JORDAN: Okay, that is just one record. Now, let me ask
23 you about this, you have taken the vehicle to McLaughlin,
24 you've taken it to Dick Smith, and to Mike Wreckenberger
25 over in Florence?

26 MS. JOHNSON: That is when I first bought it, when I took it
27 to Mark Wreckenberger, that because I bought it from the
28 Nissan dealership, cause I had Mike looking for me a truck,
29 because that is something I always wanted, because when I be
30 riding, I be seeing stuff I want to pick it up. Things that
31 people throw away, I like to refurbish them, I like to do
32 that in my spare time. So that why I ask Mike to find me a

1 truck. So when I got the truck, they said they couldn't
2 find a code on the truck. So I took it took Mike
3 Wreckenberger and they brought it in to Ford Motor Company
4 for them to use my warranty to get the code to the door --
5 the code to the door. It was on -- like on the tire. It had
6 a -- I don't know if they replace that or what. My tire
7 was big on my truck and it was looking like on the wall of
8 the truck and they told me I had to get some smaller tires.
9 That is when I bought some brand new tires that is on the
10 truck now, some brand new tires.

11 MR. JOHNSON: Now did Mike Wreckenberger tell you 139,045
12 miles that your vehicle rattles, shakes, sways, pulls,
13 waddles real bad, its unsafe in my personal opinion. Every
14 suspension component has dry rod, badly worn bushes and
15 boots, tires are slightly dry rod, getting bald on the outer
16 edge in battle line, steering very loose and almost
17 uncontrollable, bushes and boots not installed properly.
18 This is 6,000 miles ahead of when you brought the car to
19 McLaughlin Ford is that what your records say?

20 MS. JOHNSON: That is what is on there, that is what it
21 said.

22 MR. JORDAN: Did you read that?

23 MS. JOHNSON: No. I didn't read that. I don't read stuff, I
24 just go by what they tell me. But when he told me that I
25 needed some (indiscernible) and all that, that is when my
26 warranty company paid for all that, that I took it to Nissan
27 where I bought it from. That is when they told me all that
28 is on there, that's when I took it back to the Nissan
29 dealership, where I purchased it from and they put all that
30 on there but the bushes, because my warranty, they said my
31 bushes wasn't covered by the warranty. So I took my vehicle
32 myself to the place in Lake City, Altman Automotive and I

1 paid for my bushes and stuff then. Altman records should be
2 in there because everything they tell me wrong, when I have
3 to pay for it, I take it to someone in Lake City that I have
4 dealt with.

5 MR. JORDAN: Okay. Now 136,000 miles didn't Wreckenberger --
6 Mike Wreckenberger tell you that the left and right body
7 support, upper and lower insulators deteriorated, missing
8 (indiscernible) ware, rust present in the cab body and
9 vehicle will have to be raised for repairs. So --

10 MS. JOHNSON: That is why I took it to Altman, you should
11 see that in there. All that is done.

12 MR. JORDAN: When you said to the Court you said in your
13 Complaint, that the car was in good working condition,
14 that's got to be limited by what your own service records
15 say, correct?

16 MS. JOHNSON: If you look at the service records all that
17 has been replaced. That is when I first got the vehicle,
18 all that and I took it back to Nissan and Nissan used the
19 warranty they sold me and repaired all that it should be in
20 my records.

21 MR. JORDAN: So take a look at this, is this your signature
22 on this June 5, 2023?

23 MS. JOHNSON: No, this is not my signature. See right here.
24 Somebody forged my signature, I sign my name Barbara Ann
25 Johnson where is the n? I spell my name Joheson, that's not
26 my signature.

27 MR. JORDAN: So you are denying?

28 MS. JOHNSON: Yes, I'm denying, because I sign my name
29 Barbara Ann Johnson, they didn't put a N in my name, its an
30 E right there.

31 MR. JORDAN: Okay

32 MS. JOHNSON: I would never sign -- when I saw this here --

1 why would I sign something (indiscernible) when they sent me
2 the Answer to the Complaint. Why would I sign something if
3 I take my vehicle to the shop and they broke something, that
4 is when I took my vehicle to Nissan when they repair and
5 broke my window and I went to corporate and talk to the
6 management about that. I would never sign something and y'all
7 break something, because if you break something, you repair
8 it. Because if I go somewhere and break something, I got to
9 repair it. I will never sign something like that.

10 MR. JORDAN: Which Nissan dealership did you take the car
11 to?

12 MS. JOHNSON: Nissan in Florence is where I bought my car
13 from.

14 MR. JORDAN: So the only people that have had their eye on
15 it is Nissan in Florence, Mike Wreckenberger in Florence,
16 Hayes Automotive, Dick Smith on Ganers Ferry Rd. in Columbia
17 and McLaughlin. Five different service providers looked at
18 --

19 MS. JOHNSON: When me and the Nissan dealership had it out
20 about my vehicle and stuff, when I called the warranty
21 company because they fixed the front end of my vehicle with
22 all this and they charged y'all this right here. I said I'm
23 still driving my vehicle. I got the same problem when I hit
24 a bump, it still swing. And they charged y'all all this
25 money for this vehicle and he said, I tell you what, you
26 take it to (indiscernible) they should have a list of
27 record. You take it to Dick Smith Ford and the guy -- the
28 adjuster from the warranty company talk with Daniel at Dick
29 Smith Ford and he tell us to take care of you and I'm gonna
30 make sure everything is right on your vehicle with your
31 steering. And when I took it to them -- they lined it, but
32 when I went down the road, it was still like swinging. But

1 yall charging my warranty company this and it is still
2 swinging and it shouldn't be doing this. That is when I
3 called Olivia and explained it to her, I said that they
4 steady charging my warranty company saying they fixing
5 things and it is till not fixed. I'm still having problems
6 when I'm driving down the road and I hit a bump, it swings.
7 MR. JORDAN: Now, if you seen the invoice for \$1911 for the
8 engine tear down. You seen that? Did you see that? Did you
9 see it in the Answer to the Complaint?

10 MS. JOHNSON: I probably did see it.

11 MR. JORDAN: Okay.

12 MS. JOHNSON: This is where the problem came in at, because
13 when me and Olivia was talking on the phone, and she said
14 that you have to pay (indiscernible), I said no ma'am
15 because I didn't give you or anyone permission and that --
16 the warranty company was coming to look at the vehicle when
17 I first found out that y'all took the motor out when I came
18 to bring all that stuff. That's when I first saw the motor
19 out my vehicle -- let me finish, she said that we need --
20 (indiscernible) we have to pull it back out of the shop.
21 And when we get everything done, your warranty company
22 coming to look at the vehicle. I said that is strange, I
23 said to myself. I said warranty company coming, and that's
24 when I got all my records and she told me to bring them and
25 that is when I talked to the head manager in the warranty
26 job department. He said (indiscernible), I said no because
27 I didn't bring it here for that, he said the timing chain
28 broke, I said, mister, if the timing chain broke, I would
29 not be able to drive my vehicle in here.

30 MR. JORDAN: Okay. Did you ever see this invoice which was
31 the estimate for replacing the remanufactured motor?

32 MS. GORDON: No. I didn't get none of this, I didn't get

1 none of this until I got this little thing, because they was
2 dealing with the warranty company because I had to call them
3 and then warranty company. And the warranty company said
4 that it was between them and Dan, and that is day we came to
5 court. I never get any of these records, they sent it to the
6 thing. The only thing they sent to my thing was the
7 breakdown thing. I said what in the world is y'all charging
8 the warranty company and she sent an invoice on December to
9 my gmail.

10 MR. JORDAN: Okay.

11 MS. JOHNSON: And that when I looked and said y'all charging
12 for a motor and all that and thermostat, I said I got a
13 thermostat in my car and I know my vehicle didn't need
14 warranty and I'm -- I'm definitely not paying for this. I
15 said everybody keep my vehicle three months before they give
16 me my vehicle back. I said when I told you when I brought
17 it in -- in June, I just wanted you to check it out, because
18 my daughter is getting married in August and I need to haul
19 everything to the wedding site in Camden for my daughter
20 wedding.

21 MR. JORDAN: Did you have correspondence I think you said
22 with Grant at the warranty company?

23 MS. JOHNSON: Yes.

24 MR. JORDAN: Was that claim number 4 6 9 0 7 8?

25 MS. JOHNSON: I don't know what the claim number was,
26 because he said --

27 MR. JORDAN: Excuse me, that was the amount. The claim
28 number is 1 1 1 2 8 4 6 0.

29 MS. JOHNSON: I don't know what the claim number will be,
30 because it always be between them and the dealership, they
31 don't give me nothing. He said the only time I get
32 something is when I go and pick up the vehicle, that is when

1 they give me the receipt, because it's between the warranty
2 company and the dealership.

3 MR. JORDAN: Do you recall the warranty company approving
4 4,690.78 and maybe \$100 deductible payable \$4,590.78. You
5 have a deductible on your warranty?

6 MS. JOHNSON: Yes, a \$100

7 MR. JORDAN: That is interesting that -- that is correct.
8 Do you recall the warranty company offering \$4,698.78 for
9 the motor replacement, but they wouldn't pay any more than
10 that because of the value of the car. You do remember that?

11 MS. JOHNSON: Yes, I remember that cause I told them, I was
12 not paying for no motor because my truck did not need a
13 motor and the only thing I'm paying for was diagnostic and
14 that is what I'm paying for is diagnostic because that's all
15 my truck needed.

16 MR. JORDAN: Let me just ask you, if they paid the full
17 amount, would your 2005 Explore have a new motor in it now
18 if the warranty company had agreed to pay for the whole --

19 MS. JOHNSON: No, because -- I'm going to preference it like
20 this, I live for the Lord and I don't want nothing to come
21 back on me and my family. When you do something wrong and
22 try to take from people, it will fall back on you and I
23 don't want to do that, because he said that a liar will
24 never tarry in his sight. And I don't try to do nobody
25 wrong.

26 MR. JORDAN: Okay.

27 MS. JOHNSON: That is why when I always tell the warranty
28 company when they do something, I will call tell them and
29 tell them. No this is wrong, I'm not going to stand here and
30 let them take advantage.

31 MR. JORDAN: Do you think the warranty company is wrong in
32 only offering \$4500?

1 MS. JOHNSON: No, because I know what my warranty consist
2 of. It was only for diag -- I had my warranty thing and they
3 just -- I know they just pay the value of my vehicle. That
4 is why when I get something done, they give me my receipt
5 and I know what it is. Dick Smith Ford was holding \$750
6 because they thought I was getting the thermostat but I
7 didn't get them to do the thermostat, (indiscernible) did my
8 thermostat for me because I saving money for my warranty.

9 MR. JORDAN: You received a copy of the Court Notice of
10 Public Sale

11 MS. JOHNSON: Yes.

12 MR. JORDAN: The sale was going to take place -- and that is
13 what triggered you to file this? The fact McLaughlin had
14 your vehicle and they were claiming storage and repair
15 invoice?

16 MS. JOHNSON: No. This is not what triggered this. It was
17 because I talked with them back and forth and they did this
18 when I said I was going to sign a warrant on them.

19 MR. JORDAN: Warrant?

20 MS. JOHNSON: That what I told them, that is what I figured
21 it was. I told Olivia that I was sign a warrant about my
22 vehicle on them because they took motor out of my vehicle
23 without me giving them (Indiscernible), the warranty
24 company said they did not do it and y'all trying to charge
25 me for storage and stuff and y'all withholding my truck when
26 I was steady trying to tell y'all to put my motor back like
27 y'all find it and let me come back and get my truck and they
28 was refusing to do it, talking about I can come and tow it
29 and I tell them no ma'am. I'm not towing my vehicle, I
30 didn't tow it to your shop, I drove my vehicle to your shop
31 and I specifically told y'all that I needed my vehicle back,
32 because my daughter was having her wedding in August. I

1 specifically told them that.
2 MR. JORDAN: Okay. Judge I don't any other questions.
3 THE COURT: Anything from (indiscernible)
4 MR. JORDAN: We will call Butch Wilson.
5 THE COURT: You are welcome to take the stand or if you are
6 more comfortable sitting there, you are welcome to do
7 either.
8 (Indiscernible)
9 MS. JOHNSON: This is Butch?
10 MR. WILSON: Yes.
11 MS. JOHNSON: They said your name is Doug. Butch is the
12 heavy set guy, the head supervisor of the mechanic.
13 THE COURT: You are welcome to stay there, or you can come
14 up here.
15 MR. WILSON: If you are comfortable with me here, I will be
16 here.
17 MR. JORDAN: You have to be sworn in. Can you hear?
18 THE COURT: I can here you fine, I just need to swear you
19 in. Raise your right hand, you swear to tell to the truth,
20 whole truth, nothing but the truth?
21 MR. WILSON: Yes, ma'am, I do.
22 THE COURT: Alright.
23 MR. JORDAN: Will you tell the court your occupation and
24 length of experience.
25 MR. WILSON: I'm the service manager for McLaughlin Ford. I
26 have been in the service department for the past -- over 35
27 years. I try to keep a watch of everything that goes on and
28 keep a handle on, deal with customers, that is what I do.
29 MR. JORDAN: You got a good working knowledge of what
30 happens under the hood of cars, motors, and making cars run?
31 MR. WILSON: I been doing it my whole life.
32 MR. JORDAN: Did you have direct contact with Ms. Johnson?

1 as a result of work done for Ms. Johnson's 2005 Ford
2 Explorer?
3 MR. WILSON: Yes sir.
4 MR. JORDAN: Does that say for the tear down, work done on
5 this car was owed \$1911.00. Your Honor, we will offer this
6 as Plaintiff's two attached to the Answer.
7 THE COURT: (indiscernible)
8 MR. JORDAN: This is Plaintiff's three, that wasn't
9 attached, was that the repair estimate for replacement motor
10 for Ms. Johnson's 2005 Explorer.
11 MR. WILSON: Yes, sir.
12 MR. JORDAN: Is that used in the discussions with Ms.
13 Johnson and -- or her warranty company?
14 MR. WILSON: It was. Yes sir.
15 MR. JORDAN: What was Ms. Johnson's response to needing a
16 new motor?
17 MR. WILSON: Ms. Johnson told us that she wasn't going to
18 pay the balance. The warranty company told us that they
19 would only pay the value of the car which was \$4500 and she
20 would be responsible for paying the balance and we even
21 discussed a used engine and if the warranty company would
22 pay for a used engine. The warranty company wouldn't have
23 anything to do with a used engine, they would pay forty
24 something hundred dollars on the repair of her car and that
25 she would be responsible for the rest and Ms. Johnson
26 declined to repair
27 MR. JORDAN: We would offer that as Plaintiff's three and it
28 was not attached to the Answer.
29 THE COURT: Okay.
30 MR. JORDAN: I have given Ms. Johnson a copy.
31 THE COURT: Alright.
32 MR. JORDAN: Mr. Wilson, what -- from McLaughlin's

1 MR. WILSON: Yes, sir.

2 MR. JORDAN: Now, we would offer those to you as Plaintiff's
3 four. All the work McLaughlin did, was it necessary?

4 MR. WILSON: Yes sir -- Yes sir. We diagnosed the problem
5 as having internal problems. We contacted Ms. Johnson's
6 warranty company and the warranty company told us -- and let
7 me just say this -- then warranty company said you will have
8 to get Ms. Johnson's approval to tear to the point of
9 failure as in every warranty company states that every time
10 we call. They do not give permission for us to tear down an
11 engine, they never have or never will. This is something the
12 customer has to communicate to us the okay for us to do. And
13 when we contacted them, we told them what was going on, they
14 wanted pictures and if the pictures were not satisfactory,
15 then they were sending an adjuster.

16 MR. JORDAN:: Mr. Wilson based on Dick Smith's admitted
17 record and it had Ms. Johnson 05 Ford leaking oil on the
18 valve covered gaskets at \$1100.00 repair and months and
19 5,000 miles, is this consistent of support in your opinion
20 it needs a new engine.

21 MR. WILSON: If the oil leaks are serious enough and oil
22 leaked out got low in the engine, the engine was not
23 properly lubricated, it was cause excessive wear to the
24 engine component, timing chains and timing components are
25 run off (indiscernible) I don't know if you know about that
26 or not. They require good lubrication all the time and they
27 are a friction part and if it runs out of lubrication, it
28 wear out excessively, make a lot of engine noise, cam shaft
29 in tune won't stay in time with the chains and crank shaft
30 and makes it run out and run rough and I would think that if
31 it run low on oil that it would contribute to the problems
32 she was having.

1. MR. JORDAN: About 139,045 miles, Mike Wreckenberger,
2 technician says it rattles, shakes, sways, pulls, waddles
3 really bad, unsafe in my personal opinion. Every suspension
4 component has dry rod, badly worn bushes and boots, tires
5 are dry rodded, bald on the outer image, very bad alignment,
6 steering very and this uncontrollable body mount, bushes not
7 installed properly. Is that all that or not support your
8 opinion in conclusion that it needs a new motor.

9 MR. WILSON: I would assume with the condition of the car,
10 and all the other factors that were worn on the car, the
11 engine probably did need replacing.

12 MR. JORDAN: Did Ms. Johnson's warranty company agree with
13 you and offer to make a partial payment towards the motor
14 replacement?

15 MR. WILSON: They did. They said that they will work with
16 us every way they could. They even asked us if we would
17 reduce our hourly labor rate to accommodate some of the
18 labor expenses she had and we agreed that we would lower our
19 labor rate a little bit to help her out.

20 MR. JORDAN: In your opinion did we improve her position.
21 We did \$1900 worth of work, but the warranty company offered
22 money. Did we do any harm to Ms. Johnson in your opinion?

23 MR. WILSON: No, I don't.

24 MR. JORDAN: Did we try to get over on the warranty company
25 that was set forth in the Complaint?

26 MR. WILSON: We did not. We offered the warranty company a
27 thorough explanation of what we found and basically to keep
28 us honest, they said if the pictures wasn't good enough,
29 they would send an adjuster, someone that worked for them.
30 Honesty is the biggest part of our operation, why would I
31 lie about something like that, knowing that they would send
32 an adjuster out there to look at it. I have no reason to

1 lie.

2 MR. JORDAN: If the motor is just put back in and no
3 replacements what -- would it still be in the shape with
4 what these records reflect?

5 MR. WILSON: The motor would still be worn out -- worn out.
6 We in good faith removed the engine, I paid a technician 12
7 hours to take it down and disassemble it and have it ready
8 on the table for inspection. I paid this technician thirty
9 something dollars an hour for 12 hours over a year ago,
10 that's out of our pocket. We are just trying to recoup
11 money that we lost, we have not collected the first penny
12 from Ms. Johnson and we have had her car for over a year.

13 MR. JORDAN: Answer any questions Ms. Johnson has for you on
14 cross examination.

15 MS. JOHNSON: Yes. Okay. On invoice 2 1 5 6 5 3, where
16 you said the vehicle was leaking oil and all that, wasn't it
17 repaired with some new covered valve gaskets on invoice 2 1
18 5 6 5 3 from Dick Smith Ford?

19 MR. WILSON: That Dick Smith invoice?

20 MS. JOHNSON: Yes. \$1,112.29.

21 MR. WILSON: Okay. What was the question please?

22 MS. JOHNSON: Well they said it was a oil leak on the
23 vehicle, wasn't that repaired by Dick Smith's Ford with new
24 valve covered gaskets on invoice 2 1 5 6 5 3?

25 MR. WILSON: That is what the repair statement says, yes.

26 MS. JOHNSON: Okay. So that was repaired?

27 MR. WILSON: Yes, ma'am. Before it was repaired and leaking
28 it could gone damaged. The damaged could have been done
29 before it was repaired.

30 MS. JOHNSON: No, because -- it wasn't leaking then because
31 mt vehicle was being parked and when I drove the vehicle and
32 took it to the shop for the same shaking thang, that is the

1 reason why I took back to them, that when they told me when
2 I got the oil change that I got a leak somewhere and I took
3 it to them and they replaced the valve covered gasket. The
4 invoice showed that they repaired it. Then they turned
5 around, will they buy my vehicle knowing that it needed a
6 motor, would they offer to purchase my vehicle knowing my
7 vehicle was damaged.

8 MR. WILSON: I can't answer that Ms. Johnson, I really don't
9 know unless they just wanted to buy it to keep from having
10 to repair it. I don't know.

11 MS. JOHNSON: Because they said I had a good motor and on
12 the day that we had court, which that lady that came to
13 court that day told me to go in the office with Doug which
14 you say you name is what?

15 MR. WILSON: Butch.

16 MS. JOHNSON: Butch, your name is Butch. Then when we called
17 the warranty company, they said the pictures that y'all sent
18 them, y'all didn't have to remove my motor out my vehicle.

19 MR. WILSON: I don't recall that Ms. Johnson. Honestly, I'm
20 under oath here, I don't recall them saying that the motor
21 did not have to remove the motor. But I do remember telling
22 the man at the warranty company that we were not holding him
23 responsible, but him telling us to pull it, tear the engine
24 down to the point of failure, that wasn't his job or his
25 place. I think you were trying to tell him that I said that
26 he said to take the engine out. He didn't, he wouldn't have
27 any reason to tell me that. I do remember that conversation.

28 MS. JOHNSON: Yes, because it was told to me that you the
29 warranty -- when I talked to y'all, was the fat guy. When
30 you say his name is Pete.

31 MR. WILSON: Pete.

32 MS. JOHNSON: When I asked -- when I came to the shop with my

1 son in law Thomas, and we talked with him and he said that
2 the warranty company told him to take the motor out my
3 vehicle and that is where I got that from.

4 MR. WILSON: That --

5 MS. JOHNSON: I talked to Olivia too, Olivia told me the
6 warranty company told them --

7 MR. WILSON: That was a miscommunication on that , the
8 warranty company never told us to take the engine out. They
9 would never tell us to take the engine out. I've got records
10 here -- the customer will need to okay tear down, warranty
11 wants to know the condition of the cam shaft, that was at
12 9:08a.m. on 6/21/2023. Called the warranty company and
13 emailed pic, that pictures at total warranty services, it
14 says Martin was the adjuster.

15 MR. JORDAN: Here where we had the okay -- were is the
16 okay at. Sorry Your Honor, I know it's here some where. It
17 may just clear it up if we call Ms. Croft in a little while
18 and Ms. Johnson cross examine at the same time as to the
19 records. Otherwise Mr. Wilson will gonna be reading notes
20 in the handwriting of Ms. Croft.

21 MR. WILSON: I've got 3 pages of notes from the beginning of
22 the warranty repair that we talked back and forth with Ms.
23 Johnson and the warranty company. Ms. Croft here has
24 documented every phone call, the time and dates on them.

25 THE COURT: Okay. Let's do this, when Ms. Johnson is finish
26 cross examining, you can call her as a witness,
27 (indiscernible).

28 MR. JORDAN: Okay.

29 MS. JOHNSON: Okay. The conversation we was having with
30 warranty company, when the pictures that y'all say them
31 y'all sent, the warranty company never got them. They said
32 that would never ever give anyone permission to take the

1 warranty, and the pictures that y'all sent them, the motor
2 did not have to be taken from the vehicle. And then you turn
3 around and say that I gave y'all permission, I said, no sir,
4 I never once gave y'all permission. The only reason I
5 brought my vehicle to y'all shop was for diagnostic because
6 I going to talk to Olivia and told her I just get my vehicle
7 from Dick Smith Ford and they were checking the steering
8 because every time I hit a bump, it will still jump.

9 MR. JORDAN: Ms. Johnson.

10 MS. JOHNSON: And when I went to y'all shop and saw that my
11 motor was out my vehicle, that's when I asked to speak to
12 the service manager. That's when they sent the fat guy, but
13 you the service manager, but this fat guy telling me he is
14 the service manager, and his name was Butch.

15 MR. WILSON: I don't know where the breakdown in
16 communication come from. McLaughlin Service Company would
17 never ever incur a \$8700 bill in a 2005 model car with 140
18 something thousand miles on it without a customer's consent
19 to pay us for the work we have provided. We would never do
20 that. This would be -- I would loose my job immediately if
21 I did something like that. I mean it's just not something
22 that we practice. I told the Judge earlier, that if you
23 bring your car in for a skip, this young lady or our other
24 service advisor will tell you we will get your vehicle
25 check, there will be a diagnostic charge on the bill and if
26 you repair it, it will be added in your bill. If we find
27 your car and I will say it again, these are spark plugs,
28 they cost about eight to ten dollars, we call your car needs
29 spark plug, can we repair it, yes we repair it. We never do
30 anything tat we can't get our money for. I mean, I don't
31 know, we got it documented that you okayed it.

32 MS. JOHNSON: No sir, I didn't

1 MR. WILSON: Okay, I'm just telling you Ms. Johnson, there
2 is no way I would never do that, I never have done that and
3 I never will do that. If we didn't have the authorization
4 to spend almost \$9,000.00 on a 19 year old car, and not
5 knowing whether we would get paid or not, arguing with you
6 in the end that you owe us that. I don't want the car for
7 \$9,000.00, I just want to get my money that I got in it out
8 of it. That is all I'm here asking for, just pay me for the
9 time and money I got in it. Your car is still sitting on
10 the lot out there and I don't know what else to say.

11 MS. JOHNSON: Yes sir, I understand. I feel the same way, I
12 want my vehicle the same way I brought it to y'all shop. And
13 my warranty company supposed to paying for diagnostic.

14 MR. WILSON: MS. JOHNSON.

15 MS. JOHNSON: I'm not suppose to be charged for diagnostic,
16 the warranty company should pay for diagnostic and when I
17 brought it in to y'all shop, I gave them this and told they
18 will pay for the diagnostic and that's when they called the
19 warranty company because I didn't have a problem with no
20 other shop before.

21 MR. WILSON: If you had told me in the beginning that you
22 was not going to pay the diagnostic, that the warranty
23 company was paying the diagnostic, had I repaired the car, I
24 would not have charged you for diagnostic. I would not have
25 charged you the deductible to get my money bak out of the
26 car.

27 MS. JOHNSON: Sir, I didn't talk with you. This is the first
28 day I saw you was the day we had court and they told me to
29 go talk to you in the office and say Butch.

30 MR. WILSON: I'm Butch.

31 MS. JOHNSON: The fat guy that is the one I talked to.

32 MR. WILSON: I don't know which guy --

1 MS. JOHNSON: Olivia, is the one that got Butch for me. You
2 don't remember that day.
3 MR. WILSON: Is that (indiscernible).
4 MS. JOHNSON: The fat guy, because when I came to the office
5 -- .
6 MR. WILSON: Did he have gray hair?
7 MS. JOHNSON: Yes, I said let me speak the service manager,
8 because I didn't give no one permission -- that is when the
9 fat guy came out.
10 MR. WILSON: We call him Pete.
11 MS. JOHNSON: Pete.
12 MR. WILSON: That might have been Pete. Any how Ms. Johnson,
13 I'm being honest as I can, McLaughlin Motors would never
14 ever worked on your car without your permission. And had we
15 not got your permission, we still would not have working on
16 it.
17 MS. JOHNSON: That day we went in, I said what we need --
18 you said that you didn't want to work on my vehicle, you
19 remember that?
20 MR. WILSON: Well, after all this transpired and it's been
21 months and months into it, I was about ready to say no.
22 MS. JOHNSON: Because, I was trying all this time to put my
23 motor back in my vehicle, because I know there is nothing
24 wrong with my vehicle, that is why they was wanting to buy
25 my truck and I refused ro sell my truck, because I was going
26 to pay for my struck, I struggled to pay for it and I was
27 not going to struggle to buy nothing else. I didn't give
28 y'all permission to take my motor out, when I just get my
29 vehicle from Dick Smith Ford, they say you got a good motor
30 on your truck and Stuart said that my timing chain wasn't
31 broke because that is what Olivia sent me. Olivia didn't
32 send me nothing until November after I stop questioning

1 everything, I can to the shop and told them to put my motor
2 back in my truck, because I didn't give no permission to
3 take motor out my truck.

4 THE COURT: Ms. Johnson, you need to phrase your questions
5 to Mr. Wilson, what you are doing is testifying. What you
6 need to do is ask him a question and let him answer.

7 MS. JOHNSON: Okay. I'm sorry. When I was trying to talk to
8 service manager, they was sending me to different people,
9 because when I talk to the guy --

10 THE COURT: You got to ask a question.

11 MS. JOHNSON: Okay. Is there possible for you to Butch, the
12 other guy to come in so I can cross examine him for who I
13 thought was the service manager and who I was told was the
14 service manger, when I told him that I did not give
15 permission for my motor to be removed and put in. He said,
16 you got warranty and the warranty will pay for it, I said
17 (indiscernible).

18 MR. WILSON: Your Honor. I'm going to have to refer this to
19 my attorney, he can answer this question.

20 MR. WILSON: We didn't bring the whole service department,
21 because we have a business to run.

22 THE COURT: Okay. (Indiscernible).

23 MR. JORDAN: I have one follow up question for Mr. Wilson.

24 THE COURT: Alright. Ms. Johnson, are you finish with your
25 questioning and cross examining of Mr. Wilson?

26 MS. JOHNSON: No, ma'am. When the warranty company said
27 that they will pay \$4500 something dollars toward my vehicle
28 and have my warranty information, why are yall billing me
29 \$1900 for diagnostic.

30 MR. WILSON: Because, Ms. Johnson you agreed to tear engine
31 down to the point of failure. With that being said, had you
32 had the warranty company to replace the engine, that money

1 would have been applied to the engine. You declined to fix
2 the car, you declined to let the warranty company do it. So
3 this is the money and time that I had invested in tearing
4 down your engine down to the point of failure. All that was
5 explained to you Ms. Johnson.

6 MS. JOHNSON: No sir. As of -- when I brought my vehicle in
7 y'all shop, there was nothing concerning the motor because I
8 just get out of the shop. It was a tear.

9 MR. WILSON: When your vehicle come into the shop, the
10 engine was knocking and your engine was skipping, I mean it
11 -- that why the shaking was in your engine. Whenever we
12 called you -- I'm sorry, I shouldn't be asking questions.

13 MS. JOHNSON: No sir, when my truck came into your shop, it
14 was the steering, I had spoke to her before and I told her
15 the invoice was in the glove compartment from Dick Smith
16 Ford. When I was driving down the road, I hit a bump and
17 that is when it started shaking, the motor was good.

18 MR. WILSON: June sixth -- I mean June fifth, of 2023, you
19 brought the vehicle in the shop and it says customer states
20 vehicle has a oil leak. Okay.

21 MS. JOHNSON: I told her I just had covered valve gasket
22 repaired.

23 MR. WILSON: But you told her that it was leaking oil,
24 right?

25 MS. JOHNSON: Yes, I know that.

26 MR. WILSON: Okay. The next line, customer state that the
27 vehicle has transmission fluid leak.

28 MS. JOHNSON: No, no --

29 MR. WILSON: That is two line of repairs that you have asked
30 us to do. The customer states on the third line that the
31 vehicle is running rough and idle. Fourth line, customer
32 states when driving down the road, the customer hits a bump,

1 vehicle shakes violently. That's what you are talking about.
2 That's the fifth repair.

3 MS. JOHNSON: Y'all added them on. I told her they did my
4 covered gasket but didn't do oil pan gasket on it.

5 MR. WILSON: I'm trying to answer your question. At the
6 time you brought it in, you signed the repair order Barbara
7 Ann Johnson and dated it. At the same time, you signed this
8 disclaimer at the same time.

9 MS. JOHNSON: Where is the white copy, because I ain't get a
10 copy of this. This the whole thang.

11 MR. WILSON: The bill hasn't been settled, once the bill is
12 settled, that will be your customer copy, the bill has not
13 been settled.

14 MS. JOHNSON: My signature is on this here, but --

15 MR. WILSON: Isn't that the same signature as right there?

16 MS. JOHNSON: NO.

17 MR. WILSON: You saying that this is not your signature, but
18 that is. Those are two identical signatures.

19 MS. JOHNSON: No.

20 MR. JORDAN: This cross examination has turned into a
21 debate.

22 MR. WILSON: I'm sorry.

23 THE COURT: No problem.

24 MR. JORDAN: I'm not sure if she is done asking questions.

25 MS. JOHNSON: I ain't signed nothing with all this on here,
26 I swear to God on my grandkids grave. I didn't sign this
27 because me and Olivia talked on phone and I simply told her
28 that I just got my vehicle out.

29 MR. WILSON: It wouldn't have had all that on it because it
30 would have been a fresh new repair with nothing on it. Just
31 like she typed it up, you signed for us to do the repair and
32 signed the disclaimer form at the same time. Those are our

1 notes.
2 MS. JOHNSON: I did not give them permission, the only thing
3 that they were supposed to do was diagnostic.
4 THE COURT: Your testimony right now, you are only supposed
5 be asking questions.
6 MS. JOHNSON: I'm through right now.
7 THE COURT: Okay. She is through with cross examining Mr.
8 Wilson, I think you are completed, I think you have another
9 witness.
10 MR. JORDAN: Yes, Your Honor. We call Olivia Croft.
11 THE COURT: Olivia, if you could please stand, I will swear
12 you in. Will you raise you right hand, do you swear or
13 affirm to tell the truth, whole truth, and nothing but the
14 truth?
15 MS. CROFT: I do Your Honor.
16 THE COURT: Please state your name for the record.
17 MS. CROFT: Olivia Croft.
18 THE COURT: Okay.
19 MR. JORDAN: Tell the court your name please?
20 MS. CROFT: Olivia Croft.
21 MR. JORDAN: Tell us your occupation and experience?
22 MS. CROFT: I'm a service provider for three years.
23 MR. JORDAN: Where?
24 MS. CROFT: McLaughlin Ford.
25 MR. JORDAN: Okay. You've had direct contact with Ms.
26 Johnson?
27 MS. CROFT: I have.
28 MR. JORDAN: You've had direct contact with her warranty
29 company?
30 MS. CROFT: I have.
31 MR. JORDAN: Are the hand written notes inside her series of
32 documents, are those notes you mad?

1 MS. CROFT: Three pages, yes.
2 MR. JORDAN: Where those made at the time that those
3 activities occurred -- took place (indiscernible) another
4 words, you didn't go back later and type and put in all
5 these notes, they were done at the time?
6 MS. CROFT: Absolutely.
7 MR. JORDAN: You can use those to refresh your recollection.
8 Can you basically summarize your communication with Ms.
9 Johnson?
10 MS. CROFT: The whole thing in general or just communication
11 with me and her?
12 MR. JORDAN: Five minutes or less.
13 MS. CROFT: Okay. So I do think I remember the day the
14 vehicle came in. Our believe our service (indiscernible) I
15 don't believe she pulled all the way in the service drive,
16 it was probably at the very end of it. She brought the
17 vehicle in and we had wrote a ticket on it, when we assessed
18 the vehicle, I called the warranty company, they wanted us
19 to do a tear down at the point of failure. I remember
20 calling Ms. Johnson to explain to her, but I don't think she
21 understood the concept, and we went back and forth on that
22 for three minutes. She said that my warranty company is
23 going to take care of it. I had to reiterate that if they
24 do not, approving the repairs, then you would owe that
25 amount of money, that would not fall on the extended
26 warranty company. We ended up getting approval for that,
27 but end the end result when they would only want to pay the
28 amount that the vehicle was worth to them, we didn't want to
29 go any further with the repair.
30 MR. JORDAN: Does that conclude that your communication was
31 with her and not the warranty company?
32 MS. CROFT: Pretty much, just a lot back and forth. Email,

1 estimates and authorizations, things like that.
2 MR. JORDAN: All that is reflected in the several pages of
3 hand written notes?
4 MS. CROFT: That's everything. Every repeated phone call,
5 every repeated--
6 MR. JORDAN: Did you end up being the go between -- between
7 her warranty company and Ms. Johnson? Did they get you to
8 get her to provide her service records on vehicle for you to
9 send to them?
10 MS. CROFT: Correct.
11 MR. JORDAN: So she didn't send them in directly. So we got
12 a three way -- they are not talking to her directly. They
13 are asking you to send her service records -- she went and
14 got, that is the reason that we have these other records,
15 correct?
16 MS. CROFT: Yes, I sent the maintenance records in.
17 MR. JORDAN: To her warranty company for her benefits?
18 MS. CROFT: I did.
19 MS. CROFT: Their ultimate result was we'll pay \$4500, where
20 in your notes?
21 MS. CROFT: That is correct. (Indiscernible).
22 MR. JORDAN: We did benefit her by getting to the point they
23 offer \$4,500 something dollars?
24 MS. CROFT: Correct.
25 MR. JORDAN: Okay. I know you are not a mechanic, but cam
26 shaft, timing chain, those are inside issues. You are not
27 going to see those unless you take off head gasket, you
28 start taking off parts. You can't see those without that.
29 MS. CROFT: Right.
30 MR. JORDAN: So she said that she didn't authorize it, but
31 we had to do it to send pictures to the warranty company.
32 MS. CROFT: Correct

1 MR. JORDAN: Okay. And the warranty again offered her a
2 benefit. What was the final decision, Ms. Johnson made as
3 to replacing the engine?
4 MS. CROFT: To not (indiscernible).
5 MR. JORDAN: Do you know how much that amount was, it that
6 what they allowed?
7 MS. CROFT: All together?
8 MR. JORDAN: Indiscernible.
9 MS. CROFT: Yes. They were going to pay the \$4500.
10 MR. JORDAN: She rejected -- so there were going to pay --
11 MS. CROFT: They were going to pay -- there were willing to
12 pay \$4,690.78, payable now after deductible would be
13 \$4,590.78.
14 MR. JORDAN: She rejected that?
15 MS. CROFT: Correct. She would have owed the remaining
16 amount, she rejected it.
17 MR. JORDAN: Do you recall any conversation about \$900
18 warranty from a junk yard from a used vehicle?
19 MS. CROFT: That she wanted to get one from a used vehicle,
20 I do -- I do. She had actually spoke to one of our service
21 providers, Andy. Andy had went and grabbed the ticket and
22 wrote on there, one of those notes from her. Then I did call
23 the warranty company to see if that is something that they
24 would be willing to do, and they said that they would void
25 the claim entirely.
26 MR. JORDAN: So that was a dead end?
27 MS. JOHNSON: Correct.
28 MR. JORDAN: So she couldn't -- didn't want to pay anything.
29 Is that right?
30 MS. CROFT: Correct.
31 MR. JORDAN: Okay. (Indiscernible) currently owe 19 -- the
32 amount just for what we have done?

1 MS. CROFT: \$1,911.11
2 MR. JORDAN: And without that there would no cam shaft
3 pictures, no timing chain pictures, no interior motor
4 pictures that went to the warranty company that offered her
5 \$4,500.00.
6 MS. CROFT: Correct.
7 MR. JORDAN: So we haven't harmed her, we haven't injured
8 her or messed up her car. We did what her warranty company
9 required?
10 MS. CROFT: Right.
11 MR. JORDAN: That's all I have. Ms. Johnson.
12 MS. JOHNSON: Ms. Olivia, te first day I called you in March
13 when I got my vehicle from Dick Smith Ford, do you recall
14 the conversation we had?
15 MS. CROFT: I don't, we've had so many phone calls.
16 MS. JOHNSON: Okay. I understand. You remember when I
17 brought my vehicle in I drove all the into the shop and went
18 right up to your desk? .
19 MS. CROFT: I don't.
20 MS. JOHNSON: You don't? And I told you -- I showed what I
21 had in the glove compartment and I showed it to you again to
22 remind you that I just had got it out the shop and it had
23 valve covered gasket, but the didn't put the oil pan gasket.
24 When I hit the bump, I said that should have tighten up the
25 steering, but when I went over like that.
26 MS. CROFT: Do I recall you telling me that?
27 MS. JOHNSON: Yes.
28 MS. CROFT: So I do --
29 MS. JOHNSON: I told you that I wanted y'all to do
30 diagnostic.
31 MS. CROFT: Correct. I do remember you saying something
32 about that -- that is why the fifth complaint is on there.

1 MS. JOHNSON: That who I thought I was talking to that day
2 was Butch.
3 MS. CROFT: That was Mr. Dave.
4 MS. JOHNSON: Do you recall when you was there, he said the
5 warranty company will pay for a motor, why not get a motor.
6 I said no and my son in law said no. If it is the timing
7 chain, why don't y'all just fix the timing chain if it's the
8 timing chain. That when I say -- Dick Smith say when I talk
9 to -- his name is Stuart. He said ma'am let me tell you, it
10 is not no timing chain, because if it was your timing chain,
11 then you would not be able to drive your vehicle. You
12 remember the day after I called?
13 MS. CROFT: That's not necessarily true. You can't have
14 timing chain codes and things in your vehicle like that and
15 the vehicle still be driveable.
16 MS. JOHNSON: But from day one, did I give you permission to
17 remove my motor out my vehicle?
18 MS. CROFT: To do a tear down to a point of failure, yes you
19 did. We actually went back and forth for about three
20 minutes before you actually gave me the okay over the phone.
21 You repeatedly told me to go ahead because my warranty
22 company will pay for it. I had to reiterate to you that you
23 would this amount of money if the end result if they do not
24 want to pay for the claim.
25 MS. JOHNSON: No ma'am, I ain't go argue with you. Do you
26 recall I say when y'all took my motor out my vehicle, I said
27 the only thing y'all supposed to be doing to my vehicle is
28 the steering and oil pan gasket because I just get my
29 vehicle (indiscernible) they checked my motor and told me I
30 had a good motor.
31 MS. CROFT: This is your signature down here?
32 MS, JOHNSON: It look like it, but I doubt that's my

1 talk to you on the phone when y'all were telling me what the
2 warranty company said and that after I came and saw my
3 vehicle and I talked to the other man, whatever his name is,
4 I call him Butch --

5 MS. CROFT: Dave.

6 MS. JOHNSON: Dave, when I talked to Dave and Dave said what
7 he said, I called Grant and told him when I went to the shop
8 and my motor was out my vehicle and then Grant said we
9 didn't give -- that when I called you and said can we do a
10 three way call because Grant told me that they didn't give
11 y'all permission.

12 MS. CROFT: I actually think I do remember that. I think
13 you tried that day but no one would answer the phone, I do
14 think I remember that.

15 MS. JOHNSON: They always answer the phone. You said y'all
16 wasn't allowed to do three way calls.

17 MS. CROFT: If it were probably to stay on hold for longer
18 that 20 to 25 minutes we are not able to stay on phone
19 (indiscernible) we can stay on the 45 minutes, we got people
20 walking in front of us, I got one advisors doing a bunch of
21 work and I have to hang up the phone and call back when we
22 are not busy. They would've never -- we never would have
23 got the authorization from the warranty company to do tear
24 down to the point of failure. We have to call the customer,
25 that not something uncommon, it is very common in our shop.

26 MS. JOHNSON: Did I give your permission to remove my motor
27 out my vehicle?

28 MR. JORDAN: Objection (indiscernible)

29 THE COURT: The objection is sustained. It has been asked
30 and answered.

31 MS. JOHNSON: Okay, did you all send -- request -- put in a
32 approvement of \$4500 to warranty company, but y'all never

1 sent in for the check?

2 MS. CROFT: Like, did I ask the warranty company to send
3 money without performing the job?

4 MS. JOHNSON: No. Y'all put in -- can I say what I need to
5 say?

6 THE COURT: You can ask a question and close it in a
7 question, who, what, where.

8 MS. JOHNSON: Okay, like when y'all do y'all vehicle
9 (indiscernible), but y'all put in -- the warranty company
10 said that y'all did the thing for \$4500 and never called it
11 in claim.

12 MS. CROFT: That we had performed the work --

13 MS. JOHNSON: That y'all put in the \$4500 , but y'all never
14 claimed the \$4500.

15 MS. CROFT: So we can't put in for the \$4500, they gave us
16 authorization for the \$4500 and like even if because this
17 doesn't go any further we will have to call them back and
18 deny the entire claim. So if you take the vehicle
19 somewhere, this would not be in the claim, you actually
20 another open claim with another dealer and they told us that
21 they would apply, I cant remember the amount. If that claim
22 had been called in and denied by that dealer, then that
23 amount of money could have went towards this claim, but
24 that wasn't done either. So we have to call in and say that
25 this claim was not completed and then they have to void that
26 45 and you can use that somewhere else as long as
27 (indiscernible).

28 MS. JOHNSON: Isn't it true that everything goes on this
29 warranty and diagnostic should be between the warranty
30 company and dealership that they send in everything to the
31 warranty company and the warranty company approve they will
32 pay only the service provider.

1 MS. CROFT: So they will only pay what is approved, the only
2 thing they would pay is what is approved.
3 MS. JOHNSON: okay. With me bringing my vehicle into y'all
4 shop only asking for diagnostic and sending information --
5 invoice in for diagnostic
6 MS. CROFT: Okay. So you are saying if you bring your
7 vehicle in and you said it had a misfire and we had to change
8 the spark plug or if it needed that and you said that you
9 didn't want it, then you would just have diagnostic bill.
10 And I send your diagnostic bill into your warranty company
11 and want to know if they pay it?
12 MS. JOHNSON: I know they gone pay it, I'm saying when I
13 brought vehicle in and wanted diagnostic, y'all suppose to
14 check and make sure it's the oil pan thing or check what's
15 causing the steering problem.
16 MS. CROFT: No ma'am.
17 MS. JOHNSON: The guy from the warranty company say to take
18 pictures of steering problem and oil pan and send it in.
19 MS. CROFT: It wouldn't happen like that because they were
20 different complaints. I can't -- I'm not sure. I'm not
21 familiar with this warranty company. And I also can't look
22 at you and tell you that they will pay for diagnostic. I
23 don't have the authority to do that and I can't guarantee
24 that to you.
25 MS. JOHNSON: Okay. Can I ask you Judge --
26 THE COURT: Is there any redirect?
27 MR. JORDAN: No. Your Honor.
28 THE COURT: Thank you.
29 MS. JOHNSON: Your Honor. Can we get the warranty company
30 because the warranty company says they only deals with.
31 THE COURT: Ma'am, you have opportunity to (indiscernible)
32 witnesses that you want in this case, and you filed it. So

1 you -- but you should have done that prior to now, it's too
2 late at this point. You hear what I said, it's too late at
3 this point, you had an opportunity to (indiscernible) any
4 witness that you needed to prove your case earlier and at
5 this point it's too late.

6 MS. JOHNSON: Because we had -- when my witness was coming,
7 we had -- the witness I had was coming every morning at 10
8 and when I came the other day at 10:00 -- when I came the
9 other day at 10:00 for the meeting and they didn't have
10 court. I went to the lady and says we suppose to have court
11 at 10:00 and she says that she was trying to call me because
12 they wasn't able to come.

13 THE COURT: It got rescheduled.

14 MS. JOHNSON: It got rescheduled. So that morning when I
15 got here she had me to sign on the 17th. And by me trying to
16 get them -- they job wasn't go let them take so many days
17 trying to come when I was coming at 10:00. And they couldn't
18 come.

19 THE COURT: Did you make any effort to contact The Court to
20 try to reschedule since your witnesses were not available
21 that day?

22 MS. JOHNSON: I did ask her. (Indiscernible)

23 THE COURT: Did you try to reschedule?

24 MS. JOHNSON: No ma'am. I just come on the 17th as she say.

25 THE COURT: If you have witnesses -- I have your document
26 where you signed where it got rescheduled for 2 o'clock on
27 today's date and now you are telling me that you had
28 witnesses that couldn't come, but I'm asking if you asked
29 for this to be rescheduled to accommodate your witnesses?

30 MS. JOHNSON: I signed this in her office.

31 THE COURT: I understand what happened. I'm asking, did you
32 ask The Court to reschedule your case in order to

1 accommodate these witnesses that you would like to call?
2 MS. JOHNSON: No ma'am, because everything was happening so
3 fast. (Indiscernible). I told her I had a doctor's
4 appointment on the 16th with my spine doctor before I have
5 my knee surgery. I would call them and leave them message, I
6 couldn't get in contact -- I finally called them last night
7 and I told them and they try to get off they job and I
8 called them this morning and they say the job wouldn't let
9 them off. So my witness didn't come, but I can call them on
10 the phone, if that's possible.

11 THE COURT: You have already presented your case and I asked
12 you in the beginning if there was anything else you need to
13 tell me. You did not at that time say that you had any
14 witnesses available by phone, did you?

15 MS. JOHNSON: No, ma'am. I didn't know --

16 THE COURT: What you are saying now in this hour and half
17 mistrial, is that you want to call another witness when you
18 already closed your case, heard from the defense and cross
19 examined all the witnesses and now asking The Court to call
20 a witness on your behalf?

21 MS. JOHNSON: No, I wanted to call them on my behalf on my
22 phone -- I wanted call them on my phone because when the
23 warranty company == when I call the warranty company, they
24 say them been missing -- dealership and them, so I figured
25 they would have had the paperwork from the warranty company.

26 THE COURT: This is your lawsuit.

27 MS. JOHNSON: Yes ma'am.

28 THE COURT: If you want to call a witness, if you want to
29 have documents presented, that burden is on you. The burden
30 of proof lies on you and you have to prove your case by
31 (indiscernible)but it is too late at this point to request
32 The Court for you to contact some witness by phone or try to

1 get some other document submitted into evidence. The time
2 has passed.

3 MS. JOHNSON: The only thing that I wanted them to speak on
4 was the day that we went to the dealership when I asked to
5 speak to the service manager -- with his name being Butch,
6 they tell me Pete was Butch. That is the only thing --
7 that's the only thing.

8 THE COURT: So your reason for wanting to call somebody is
9 the discrepancy in your opinion of the names of the folks
10 you spoke with?

11 MS. JOHNSON: Yes ma'am, because that is what they told me -
12 - he seem like a alright, you know what I'm saying.

13 THE COURT: I don't think the names of the individuals are
14 relevant to the case.

15 MS. JOHNSON: Okay. I'm -- just seem like if I was speaking
16 to the right person, all of this would be resolved. The
17 other man I was dealing with was straight up -- get to the
18 point, you get what I'm saying? What I brought it in the
19 shop for, you know what I'm saying?

20 THE COURT: There's detailed records in -- MR. JORDAN you
21 didn't submit those records Olivia was not submitted --

22 MR. JORDAN: It got to be so many.

23 THE COURT: In to evidence, if you want to submit -- however
24 they were used in the course of the hearing. If you want to
25 submit them into evidence you can certainly do that and I
26 think that is documentation that you are speaking of Ms.
27 Johnson, as to who you spoke to, what was said and a
28 detailed account (indiscernible) as to how it happened. And
29 that would clear up any issue we had with what person said
30 what, if they were hear. Okay. I will mark that as five.

31 MR. JORDAN: That is our only copy, if we can scan it in and
32 then submit it. Judge, I would have made it into an exhibit,

1 but I thought it was long. I really didn't forecast this
2 hearing get in that detail, certainly it's available and she
3 has authenticated it , the records actually came from her
4 (indiscernible), one thing that she doesn't have is Ms.
5 Croft's (indiscernible), we can make a copy and let The
6 Court keep it. That is our only copy (indiscernible).

7 THE COURT: We will make a copy, (indiscernible). Are there
8 any other witnesses?

9 MR. JORDAN: No. Your Honor.

10 THE COURT: Any motions?

11 MR. JORDAN: We would just move at this time for a judgement
12 in the Defendant's favor. I was just looking at Ms. Johnson
13 signature in her Complaint, and it mirrors identically
14 complaint she said is not her's on the disclaimer of
15 warranty. Also in the service sheet, she said that it
16 didn't look like her signature. Your Honor, in our opinion,
17 it undermines the (indiscernible) credibility of her case,
18 she carries the burden of persuasion -- she said that we
19 did unauthorized work, we had to do and she authorized it to
20 give her warranty company the evidence they needed all the
21 way to the cam shaft to the timing, so they would offer any
22 benefit and they did and that is where it hit the road block
23 and they wouldn't pay full bill. She saying that she didn't
24 authorize the tear down, I think the evidence states clearly
25 that she did, she says we are trying to get over, all we did
26 is try to get paid for what we done. She has been to four
27 different service providers including us, and she had
28 separate eyes on it, she has had various opinions, so there
29 is no chance that we pulled the rug over -- from under her
30 and somehow get over on the warranty company. She asked us
31 if we got the check, we can't bill the warranty company for
32 work that was not done. So, You Honor, we believe that we

1 are entitled to judgement that she did authorize by her
2 signature on June 3rd (indiscernible) I don't know what else
3 we could have done. She is suing us for \$7,500.00 that is
4 the maximum amount of jurisdictional in The Court. We only
5 ask the title of vehicle for storage fees and our repair
6 bill before that we offered to come and get and pay us for
7 what we doing, so we are upside down -- I'm not
8 unsympathetic to her -- we all have been (indiscernible)
9 compared to NADA, we have never been in that position. I
10 don't know why her feelings is so hurt -- McLaughlin -- 30
11 years, they always explain things, but they make math work
12 that doesn't work. We didn't do anything to try to harm to
13 her, we feel like we did a benefit because we got her
14 warranty place to offer \$4500.00. So the work was
15 authorized, it's documented in her record, the car even now
16 at a 136,000 miles, Mike Wreckenberger says it not safe, so
17 for her to say that I had a perfectly in good working shape
18 car that y'all ruined, is just -- you know over the top and
19 is not supported by the evidence. We would say that she
20 hasn't proven her case, but she did authorize the work as by
21 her signature on the disclaimer, we would ask for a directed
22 verdict in our favor. Thank you.

23 THE COURT: A response to his directed verdict.

24 MS. JOHNSON: Your Honor. All the work Mike Wreckenberger,
25 that's when I first got my vehicle from the Nissan Altima
26 place. That is where I first got my vehicle --I purchased my
27 vehicle. I took my vehicle to Mike Wreckenberger to check
28 my vehicle, they stated to me everything that was wrong with
29 my vehicle. I took it back to the Nissan dealership, they
30 did their portion of repair work but what wasn't covered
31 under warranty, I took it other people to get it repaired
32 for a cheaper price than what my warranty would pay that was

1 not covered. And when I took it to Pace Motors it was only
2 for the oil change and I have that receipt. When I took it
3 to the Nissan dealership, and after that my warranty company
4 was willing to transfer my warranty from the Nissan
5 Dealership to Dick Smith dealership and that is where my
6 warranty was being handled through Dick Smith. When Dick
7 Smith did the last repair on my vehicle, I wanted someone to
8 check up behind them, because I always do that. When
9 someone do work, I always check up behind them, because they
10 say they do things, but don't do it. That is why I called
11 Olivia, she said they was booked and the next appointment
12 was in June and I took it in. My other repair work was
13 repaired, the only thing that McLaughlin Ford was supposed
14 to be doing was checking my steering and the oil pan gasket,
15 there was nothing else that supposed to be done with my
16 motor. I feel that they damaged my vehicle by tearing down
17 the motor without my permission when it was only supposed to
18 be doing diagnostic. I spoke to them they refused to put in
19 back together as when I drove it into their shop so I could
20 get my vehicle. They said that I can come and tow it and I
21 specifically told them I didn't tow it to your shop , I
22 drove into your shop and I told them that I wasn't paying
23 nothing because my warranty pays for my diagnostic.

24 THE COURT: Okay. Alright. I'm going to deny the Motion at
25 this time, I'm going this under advisement. I'm gonna review
26 all the evidence, go over all the testimony and I will issue
27 an Order and get in the mail, (indiscernible). I hope to
28 have it out next week.

29 MR. JORDAN: Thank you, Judge.
30
31
32

STATE OF SOUTH CAROLINA)	COURT OF COMMON PLEAS
)	
COUNTY OF SUMTER)	Case No.: 2024CP4301368
)	
Barbara Ann Johnson,)	
)	
Appellant,)	
)	
vs.)	
)	
McLaughlin Ford,)	
)	
Defendant.)	November 18, 2024

TRANSCRIPT OF APPEAL HEARING

BEFORE THE HONORABLE KRISTI F. CURTIS
Circuit Court Judge, presiding

A P P E A R A N C E S:

For Appellant: Barbara Ann Johnson, Esquire
Appearing pro se

For Respondent: Michael M. Jordan, Esquire
Schwartz, McLeod & Jordan
10 Law Range
Sumter, SC 29150

Recorded by:	DCRP
Transcribed by:	Teresa B. Johnson CVR-M-CM, RVR, RVR-M P.O. Box 2812 Greenville, SC 29602

P R O C E E D I N G S

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(Proceedings begin on the 18th day of
November 2024, at 2:18 p.m.)

THE COURT: Okay. I see that this is an
appeal from the decision of the magistrate.

So Ms. Johnson, I see where you filed your
appeal.

And Mr. Jordan, I see that you filed a motion
to dismiss.

MR. JORDAN: Yes, ma'am.

THE COURT: Have either of you seen a return
from the magistrate's court?

Ms. Yao, have you seen a return in this
matter?

Okay. Ms. Johnson, I'm going to hear from you
first, since you're the moving party.

And then, Mr. Jordan, I'll hear from you in
response.

MS. JOHNSON: Okay. On June 5 of '23, I took
my vehicle to McLaughlin Ford for diagnostics. I had a
warranty with my vehicle.

THE COURT: I'm -- I'm fine if you want to
sit, if you are not comfortable standing. That's okay.

MS. JOHNSON: Because I just had a knee
replacement.

1 THE COURT: You're -- that's fine. You can
2 have a seat.

3 MS. JOHNSON: And I had just -- I had a -- I
4 took my vehicle to McLaughlin for diagnostic because I
5 had just got it out of vehicle -- my vehicle from the
6 shop in Columbia at Dick Smith Ford. And they told me
7 that I had a knocking noise, but it was coming from my
8 front end, and that I needed to put some new tires on
9 because it was rubbing up on the front end.

10 And I took it to them, the diagnostic after I
11 put the tires on because I still have where the tire
12 was -- like, the little bridge part was knocking on
13 that -- was, like, rubbing on that. And I tell them I
14 need an oil pan gasket. Because when I took it to
15 the -- Randy 'nem to have the oil change, that when they
16 tell me my gasket -- oil pan gasket. So I took it to
17 them. And I tell them I just want an oil pan gasket and
18 for them to diagnose my truck. And I gave them my
19 warranty because I told them the warranty will pay for
20 diagnostics. And that when on.

21 I kept calling Olivia. Ever since from June
22 5, I kept calling her, calling her because I was pushed
23 for my vehicle because my daughter was getting married
24 in August. And I needed my truck -- because she was
25 getting married in Camden, and I needed my truck so I

1 could haul all the material to do our decoration
2 ourselves. But since I didn't have my truck to get it,
3 we had to hire a decorator, which cost more money.

4 And when -- when Olivia called and told me she
5 needed all my records, I gave her all of my maintenance
6 records on my vehicle. So she had everything. And so
7 I'm steady call her, call her, call her. And then when
8 I say, "I'm going to see what's going on because I had
9 one more record to bring," when I went there, they had
10 my motor out of my vehicle. I say, "Why is my motor out
11 of my vehicle when y'all only supposed to be doing
12 diagnostic?"

13 And then that when I called Thomas. I said,
14 "Thomas, they got my motor out of my vehicle."

15 And he said, "Well, we'll go back."

16 Well, that's when I asked to speak to the
17 service manager. And they to send me a man. They say
18 that was Mr. Butch, but it wasn't Mr. Butch. And I
19 asked him, I said, "Why is my motor out of my vehicle?"

20 He said, "Because you need a timing chain?"

21 I said, "No. Because if I need a timing
22 chain, I wouldn't be able to drive my vehicle into y'all
23 shop."

24 And so Thomas say, "If she need a timing
25 chain, why y'all just didn't put a timing chain on it?"

1 I said, "I didn't give y'all even permission
2 to take my -- only thing y'all supposed to be doing is
3 diagnosing my vehicle because I was in a push for my
4 vehicle."

5 So I called the warranty company 'cause they
6 told me the warranty company told them to take the motor
7 out of my vehicle. I called the warranty company. The
8 warranty company say, "We did not. We know -- we do not
9 tell no one to do no work or no vehicle." I have to be
10 the one to give them approval for them to do work on my
11 vehicle.

12 So it was just going back and forth, back and
13 forth, back and forth, back and forth. And because
14 every time I call, I say, "I need to speak to the
15 manager." Because later, when we had court on the first
16 couple of times, it was a lady coming and said, "The
17 warranty company say."

18 I tell them no, they were suspended. Then
19 that when the judge say, "Go talk to" -- the lady came
20 and she -- she said, "Go talk to her. Go back and see
21 can y'all reconcile."

22 And then that is when we went to the shop, and
23 that was my first time meeting her. I said, "So you
24 Mr. Butch Woods." And so that's when we did a three-way
25 conversation on the phone, and the -- because I used my

1 own phone to call the warranty company.

2 He was in there talking. I had it on
3 speakerphone.

4 And he said, "Y'all told us to take it out."

5 He said, "No. We didn't tell you-all to take
6 her motor out of her vehicle."

7 Then he go say, "Well, she did."

8 I said, "No, I would never tell you-all to
9 take my motor out of my vehicle because only thing y'all
10 supposed to be doing is diagnostic. And I give you my
11 warrant and tell you it will be paying -- it'll pay for
12 diagnostic."

13 Because when I bought my warranty, it was for
14 \$8,450. And I was use -- done use mostly everything off
15 of my warrant, getting other things fixed. And I only
16 had four -- it was like 38 first. Because when --
17 them -- they -- I didn't let them put the -- Dick
18 Smith -- I didn't let them put the thermostat in it.
19 Because they said it needed a thermostat. And they was
20 going to charge me 750 for a thermostat, so I let
21 someone else put the thermostat on it.

22 And on Olivia 'nem record, they say I needed a
23 thermostat, which I know I didn't needed no thermostat
24 because I have a receipt. Because they was using all my
25 records that I gave them to try or make a case against

1 me because I tell them I was going to sign a warrant on
2 them because they took my motor out of my vehicle and
3 was refusing to put my motor in. And I got --

4 THE COURT: Okay. So let me stop you. When
5 you -- because at this level, once you've appealed it,
6 I'm not taking new testimony.

7 MS. JOHNSON: Okay.

8 THE COURT: My role here is to determine
9 whether or not the magistrate made an error of some
10 sort.

11 MS. JOHNSON: Yes, ma'am. Okay. 'Cause --
12 okay. When we had --

13 THE COURT: So tell me what happened when you
14 went to court.

15 MS. JOHNSON: When I -- well, I was trying to
16 -- I told them I could not come that day. Because when
17 I went -- every time that I came to court, they wouldn't
18 come. So the day when I went, then the girl say, "Sign
19 this here" that I had to -- I told them no because I got
20 to have -- go to the hospital. And I won't be -- she
21 said, "Well, sign this here."

22 And I call them, tell them, I won't be -- she
23 said, "You got to be here." And that was the morning I
24 check out the hospital and come to court.

25 THE COURT: Okay.

1 MS. JOHNSON: And when I was telling her I had
2 witnesses, the witnesses couldn't be there. And I
3 couldn't --

4 THE COURT: When you say you were telling her,
5 who are you talking about?

6 MS. JOHNSON: The judge that was presiding
7 over the case. When I was telling her that I had
8 witnesses that could've come, but they couldn't come.
9 Could I call them on the phone? She tell me, no.

10 And I -- first thing, she come -- I say, "I
11 told her I couldn't come today because I just -- I
12 couldn't come today. But she said I had to be here.
13 Because I just get out of the hospital."

14 THE COURT: And who told you you had to be
15 there?

16 MS. JOHNSON: It was the girl in the clerk
17 office.

18 THE COURT: Uh-huh. Okay.

19 MS. JOHNSON: Because I had just came from the
20 hospital. I was still -- and I could still -- I could
21 show proof with that, with all the medicine that I had
22 to take. And I told her. And then I couldn't -- she
23 was keep telling me. And I was trying to remember
24 everything, but I couldn't remember everything, and all
25 my records -- I didn't have all the records that I

1 needed, because I didn't get all my record. All I had
2 was the one piece of paper right here was the last shop
3 I got. I was saying that it was just -- because they
4 were saying my car was jumping all over the road and all
5 of that, which was untrue. Because my service record
6 will show you, my truck was practically brand new.

7 The only problem I had was to put some tires
8 on. They told me to put some brand new tires on because
9 it was making noise at the front end. Ain't not a thing
10 was wrong with my motor for them to took it out. And my
11 warranty company -- I got a voicemail like I was trying
12 to let her listen to the thing on my phone from the
13 warranty company, where they said they did not give them
14 permission to take my motor out of my vehicle -- because
15 I was trying to get Olivia and us to do it together, but
16 she would never do it.

17 But when Mr. Butch did it, he did it. And he
18 tell him. But then I record the same thing. Because he
19 came to court and say that conversation never did
20 happen, which I got a recording where they say they
21 never did told them to take the motor out of my vehicle.
22 They did because they was trying -- like I said, they
23 was using my warranty -- because they see my warranty,
24 and they see it pay for an engine and all of this and
25 all of that. They didn't read clearly through. And

1 they took my motor out of my vehicle without my
2 permission.

3 And like I told them to put my vehicle back in
4 the condition that when I bring it to you-all.

5 THE COURT: So who --

6 MS. JOHNSON: And she never did send an
7 invoice in to the warranty company, because they was
8 trying to take my vehicle for \$1,900. And I tell him,
9 I'm not gonna pay y'all \$1,900 when I have a warranty.
10 It pay for every diagnostic that I get.

11 THE COURT: So who are you wanting to call as
12 a witness?

13 MS. JOHNSON: Who -- I was wanting to call,
14 Thomas McRae.

15 THE COURT: Okay. For what purpose?

16 MS. JOHNSON: Because he went with me to the
17 place when we went there, when they -- when -- when I
18 found they took my motor, the man that we talked to, and
19 what the conversation had took place.

20 THE COURT: Okay. Who else were you wanting
21 to call as a witness?

22 MS. JOHNSON: My daughter, Monique. She was
23 the first one that when we went to the -- the dealership
24 to take the vehicle there -- Olivia say I didn't drove
25 my vehicle into the shop. And my daughter was the one

1 right there with me when we -- when I drove it into the
2 shop because she drove my other car to pick me up.

3 And then on -- on the other paperwork that I
4 turned in to Common Plea, it was Barry Herman at Total
5 Warranty; Grant O'Brien, the adjuster at Total Warranty;
6 Mike, the Total Warranty adjuster; and Hannah
7 (inaudible) at Total Warranty; and Jeremy Winters at
8 Dick Smith automotive. Because he say you-all can call.
9 Because he say -- they just say "Have the judge to
10 call."

11 THE COURT: Well, you know, we can't take
12 testimony by telephone because the judge can't verify
13 who we're talking to.

14 MS. JOHNSON: Can I get subpoenas to subpoena
15 them to come to court?

16 THE COURT: Well, you can. But again, that
17 was something that should have happened at the trial
18 court level, but you said this case was --

19 MS. JOHNSON: Well, see, they didn't explain
20 none of that to me when I went in. They only tell me
21 just come in. First time, just come in, pay the \$80 and
22 file things. They ain't tell me about no subpoenas, or
23 nothing. This is my first time going through this.

24 Because I did attain a lawyer at Legal Aid.
25 And I don't know -- I'll say it like this here, just be

1 honest of opinion. Have y'all ever seen "Yellowstone"?

2 THE COURT: Uh-huh.

3 MS. JOHNSON: Okay. It's something like that.

4 THE COURT: Let me ask you this.

5 MS. JOHNSON: One person big --

6 THE COURT: What is it --

7 MS. JOHNSON: -- can tell the --

8 THE COURT: -- that --

9 MS. JOHNSON: -- dogs to --

10 THE COURT: -- you --

11 MS. JOHNSON: -- lay down.

12 THE COURT: What is it that you would like the
13 court to do? To order McLaughlin for to give you your
14 car back with the motor in it? Is that what you're
15 asking the court to do?

16 MS. JOHNSON: Yes, ma'am. Give me my vehicle
17 just like I took it back to them, just like it was when
18 I took it. And they only supposed to be doing
19 diagnostic. Because I would have never let them -- I
20 know what I got left on my warranty.

21 And you could look at my service record that I
22 turn into the court where I always get diagnostic. And
23 I'll go somewhere else to get my vehicle fixed, if it
24 cost me -- if it cost too much. They always give me an
25 estimate of what it's going to be and tell me what it is

1 before they do any work. Because I have to approve it.
2 I call the warranty company and let the warranty company
3 know this will be the person that Imma fix. Because
4 it's a guideline you have to go through with the
5 warranty company. And I won't let my warranty get it
6 throw away. Because I still had \$4,580 left on my
7 warranty. Because I have the procedure that I have to
8 go through.

9 And then they held my vehicle for the
10 diagnostic, and never did send in the -- what they was
11 supposed to do diagnostic. So they hold my vehicle,
12 refuse to give me my vehicle back 'cause they break it
13 down, talking about they had to break it down. No, they
14 did not had to break -- take my motor out of my vehicle
15 where it was not drivable. They talking about I can
16 come pick -- no, I refuse. I'm not coming to pick up my
17 vehicle with -- with the motor. Put my vehicle back.
18 Put my vehicle back in the driving condition like it
19 was. Because ain't nothing was wrong with my motor.

20 Just like I hand this to the judge; she
21 wouldn't receive it. She got their records. 'Cause
22 ain't nothing was wrong with my motor. Because when I
23 took it, they was wanting to buy mine. They ain't never
24 see a 2005 in that shape.

25 THE COURT: Okay. Let me hear from

1 Mr. Jordan, and then I'll be glad to hear anything you
2 want to tell me on reply.

3 Mr. Jordan?

4 MR. JORDAN: Thank you, Your Honor.

5 Your Honor, we -- first of all, we were never served
6 with the appeal. That was the basis for the motion to
7 dismiss. And I've got a case on that I'd like to hand
8 up. But it's Ms. Johnson's burden to make sure the
9 appeal is filed in the circuit court, filed in the
10 magistrate's court, and served. And we never -- it was
11 never served. So I just stumbled onto this by checking
12 the public records after the fact and saw that she'd
13 made the appeal. So, Your Honor, we would ask that it
14 be dismissed based on 18 -- Statute 18-720.

15 Also, Your Honor, she's indicated in her
16 notice of appeal that her witnesses weren't allowed to
17 testify by phone. The Court's already addressed that.
18 She asked -- or she -- mention was made about subpoena.
19 You know -- you know, I don't think the magistrate's
20 court has authority to subpoena out of county witnesses.

21 So Mr. McRae, she's indicated, lives in
22 Columbia. I don't know how she would have the ability
23 to subpoena him from the magistrate's court. Also, all
24 the other witnesses appear to be in West Palm Beach,
25 Florida. And certainly, there's no mechanism to

1 subpoena persons out of Florida to be witnesses.

2 So, Your Honor, we tried the case on July 17.
3 It took about two hours. She called herself. She --
4 she brought somebody -- Ms. Johnson brought somebody
5 with her. And I think the Court was asking her if
6 she -- she wanted the person that she brought to be a
7 witness. Ms. Johnson said no.

8 And it was at -- after she testified and was
9 cross-examined, the defense, or McLaughlin, called two
10 witnesses, Butch Wilson and Olivia Croft. And
11 Ms. Johnson was allowed to cross-examine them.

12 And at the end, when I guess she didn't
13 believe maybe the burden of persuasion was met, and the
14 Court said is that all the evidence, the Court,
15 Judge Land, asked to make a copy of Ms. Johnson's
16 complete record that she had given to McLaughlin Ford to
17 give to her warranty company. So the Court had all the
18 records that Ms. Johnson says the Court didn't have.

19 And there were three exhibits admitted. One
20 was a disclaimer that we say Ms. Johnson signed. She
21 said that wasn't her signature. She kind of alludes to
22 that in her -- in her appeal.

23 So Judge, all of this was before Judge Land to
24 determine the evidence. And so I haven't heard anything
25 here today new. One -- the -- the true issue was -- and

1 she's indicated in her notice of appeal, she says that
2 her warranty company had to have pictures to the point
3 of failure. Well, that was the reason for the removal
4 of the motor.

5 The motor had to be taken out of the car
6 and -- and disassembled to that point of failure. And
7 when that was done, that information was sent to
8 Ms. Johnson's warranty company who offered to pay what
9 remained on that warranty, but it wasn't enough to cover
10 the cost of a new or a crate motor, and Ms. Johnson
11 would have to pay that. So that was the -- that was the
12 issue.

13 But -- and all this about the help and other
14 things. You know, we started the trial. And
15 Ms. Johnson didn't ask for a continuance. She didn't
16 mention all these other witnesses or other evidence
17 until we completed the trial of the case and I guess she
18 wasn't happy with whether or not she'd met the burden of
19 production and burden of persuasion.

20 So, Your Honor, if I could just hand up and
21 I'll hand to Ms. Johnson, the -- everything I got from
22 the public record showing the dates. And there's a case
23 in here (inaudible). Thank you, Your Honor.

24 THE COURT: Ms. Yao, who's with the clerk's
25 office. Is just going to go physically check the file

1 and make sure we don't have a magistrate's return maybe
2 stuck in the file.

3 And, yes, ma'am, anything you want to tell me
4 on reply, Ms. Johnson?

5 MS. JOHNSON: Watch my witness Thomas McCray.

6 THE COURT: Okay. Again, I don't take
7 testimony at this point. The -- the trial court takes
8 the testimony. And this is an appeal for you to tell me
9 what the magistrate -- what error of law -- why you
10 think that the magistrate's decision needs to be
11 overturned.

12 MS. JOHNSON: Because she didn't take my
13 evidence that I have. Because they were saying that
14 my -- the opponents was saying that my vehicle was
15 raggedy. I couldn't drive my vehicle. It was jumping
16 all over the road and all that because they had my
17 service record. And I couldn't -- I ain't had but one
18 piece of paper -- one piece of paper that I could show
19 her, but she refused to take this piece of paper from
20 me, showing the last place that I took my vehicle to.
21 Because when they say my vehicle was raggedy and all
22 that, my vehicle wasn't raggedy.

23 That when I first got my vehicle and I used my
24 warranty to fix every part on that first paper. My
25 warranty will show that every part that that was on that

1 first paper he was showing her, giving her to tell her
2 that what's wrong with vehicle, all that was already
3 repaired.

4 And the only thing was the tires that was on
5 there was too big. And I went and bought some more new
6 tires, but it was still rubbing on the black thing up
7 under the side of the vehicle. It was making a noise.
8 Because the -- they told me to just take it off, take --
9 take the tires off, and it would stop. But it was still
10 rubbing because they had to put all -- the whole front
11 end on my vehicle, the whole front -- all the components
12 on the front end of my vehicle. My vehicle was
13 practically brand new.

14 THE COURT: Did Judge Land --

15 MS. JOHNSON: They needed a motor. When I
16 went to that shop, when I drove my vehicle into that
17 shop, there was a truck just like mine's on the back.
18 So I say they stole my motor out of my truck to put it
19 in that other truck. And like I tell them, I want my
20 truck back into driving condition like it was. Because
21 only thing they was supposed to do was diagnostics.
22 That's the only thing they're supposed to do to my
23 vehicle, diagnostic. But they took my whole motor.

24 They say the warranty company say they had to
25 take it out to the point of failure. No. I didn't give

1 y'all permission to take nothing out to the point of
2 failure. The only thing they were supposed to do was
3 diagnose.

4 THE COURT: Did Judge Land make a copy of all
5 your service records?

6 MS. JOHNSON: No, ma'am. She ain't took
7 nothing from me.

8 'Cause my truck had just been in the shop and
9 got out the shop before I took it to them.

10 THE COURT: So I do not see and Ms. Yao has
11 just double-checked to see if the magistrate --

12 MS. JOHNSON: I turned it in. I turned all my
13 service record in when I filed my -- my appeal. All my
14 service record was listed. Stacked up just like it was
15 when I got out the shop. But when I first got the
16 vehicle, when you see what everything been replaced and
17 repaired?

18 THE COURT: Okay. I don't have a return from
19 the magistrate court to see. Usually, the magistrate
20 court files a return. It contains an audio recording of
21 all the proceedings and all the paperwork that was filed
22 with the case. It doesn't look like a magistrate's
23 return was filed. Did you serve your notice of appeal
24 on the magistrate's court?

25 MS. JOHNSON: I did. I went to -- the same

1 day they gave -- give me this when I served mine, I did
2 it -- I went -- went to Columbia. Did everything I had
3 needed to do. I came back from Columbia, turned it in
4 upstairs. They hand it to me. And I walked it over,
5 and I gave it to the girl.

6 THE COURT: And at the clerk's office in the
7 magistrate's court?

8 MS. JOHNSON: In the magistrate court.

9 THE COURT: How about did you --

10 MS. JOHNSON: She say, Oh, you found the -- I
11 said yes.

12 THE COURT: Did you serve it on
13 Mr. McLaughlin?

14 MS. JOHNSON: They was filed -- it was filed.
15 It was served on them.

16 THE COURT: How did you serve it on them?

17 MS. JOHNSON: I sent it -- I walked into the
18 office and handed to that lady in the office.

19 THE COURT: In what office.

20 MS. JOHNSON: Over there at McLaughlin Ford.

21 THE COURT: So you did you take it to the
22 courthouse and to McLaughlin Ford?

23 MS. JOHNSON: I -- I did everything. Because
24 she told me I had to deliver each one of them. I took
25 one there, one over there, and I went to McLaughlin ford

1 and hand it. Because all they do is sit there and tell
2 fibs. They got it.

3 THE COURT: I don't see a certificate of
4 service.

5 MS. JOHNSON: I didn't do it. I handed to
6 them. I supposed to do a certificate of service?

7 THE COURT: Yes, ma'am.

8 MS. JOHNSON: Well, see, they didn't tell me
9 that. Because I didn't do it --

10 THE COURT: Well, they're not going to give
11 you legal advice.

12 MS. JOHNSON: I thought that why I paid it 200
13 and some dollars for. Because she had me to walk -- I
14 had all that. She had me to walk this over to that.
15 They ain't get nothing for when I took it to the clerk
16 of court. So I walked the one -- drove the one over
17 there to McLaughlin.

18 THE COURT: So they can't give you legal
19 advice in the clerk's office. They're not lawyers. But
20 there is a process that you have to follow. When you
21 appeal something, you've got to serve it on the other
22 side, and you've got to serve it on the original court,
23 and then usually you file that certificate of service,
24 where you're basically attesting that you've served
25 everybody in the -- in the action.

1 But what I'm going to do is request the return
2 from the magistrate's court. So I'll have their file,
3 I'll have a copy of their order, and they should have a
4 recording of everything that took place at the
5 magistrate's court. And I'm going to review that before
6 I -- I issue any ruling in your case.

7 MS. JOHNSON: Okay. 'Cause I even asked
8 them -- because I got a -- she wouldn't even let me play
9 the recording I have on here.

10 THE COURT: Well, you understand that's
11 hearsay. It's an out-of-court statement used to prove
12 the truth of the matter asserted.

13 MS. JOHNSON: It's a phone conversation.

14 THE COURT: I mean, how do we know who that
15 is? That's the definition of hearsay. It's something
16 somebody said out of court that you're using in court to
17 prove the truth of the matter asserted, and that's
18 hearsay. So there's no way for us to verify who that
19 is. That's why the rules of evidence --

20 MS. JOHNSON: They states their name and all
21 on here who they are. I mean, ma'am, I can -- I can
22 pick up my phone and say I'm whoever I want to say.
23 There's no way for the person on the other end to verify
24 that that's who it is. That's why we don't allow
25 telephone testimony. We don't allow hearsay testimony

1 where I say someone told me something. They've gotta be
2 there to testify in person so they can be subject to
3 cross-examination.

4 MS. JOHNSON: Well, it's the warranty company
5 itself. It's the warranty company itself. When you
6 call you have to give information before they transfer
7 you over. Everything --

8 THE COURT: I understand. But -- and I'm not
9 saying it's not, but that's why we have the rules of
10 evidence we -- that we do not allow hearsay testimony
11 because it can't be verified.

12 MS. JOHNSON: Okay. Let me ask this question.
13 Judge Your Honor, okay, when we first was going, it was
14 different people study coming to court when we was
15 having these hearing from different time of this one
16 come, this one come. It was this first lady came when
17 we first had the first hearing.

18 THE COURT: Uh-huh.

19 MS. JOHNSON: And she came. She -- and I was
20 on one side. She was on the side. And she told the
21 judge that they had to take my motor out. They had to
22 do it.

23 THE COURT: When you say "they," I don't know
24 who you're talking about.

25 MS. JOHNSON: McLaughlin had to take my motor

1 out. And I say, "No, ma'am, because only thing y'all
2 supposed to do is diagnostic."

3 THE COURT: I understand your position.
4 Again, I've got to -- I've got to see what the
5 magistrate court testimony was --

6 MS. JOHNSON: Okay.

7 THE COURT: -- because you've got the burden
8 of showing that they made some error.

9 MS. JOHNSON: Yes, ma'am.

10 THE COURT: So before I make any ruling, I
11 want to listen to that testimony and see what happened
12 in the magistrate court.

13 MS. JOHNSON: Okay.

14 THE COURT: And I will review that before I
15 make any ruling.

16 MS. JOHNSON: Okay.

17 THE COURT: All right. Thank y'all for being
18 here.

19 MS. JOHNSON: Thank you.

20 (Proceedings conclude at 2:44 p.m.)

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25

CERTIFICATE

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I, the undersigned, Teresa B. Johnson, Official Court Reporter, who listened to the digital recording created by DCRP, do hereby certify that said hearing is a true, correct, and verbatim transcript of said recorded, discernible proceedings, except for the portions noted where no transcript was possible due to the lack of discernible wording, noted by (inaudible): 2 times.

I do further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially or otherwise interested in the outcome of the action.

Dated: 04/30/2025

/s/Teresa B. Johnson

Teresa B. Johnson

Official Court Reporter

EXHIBITS

07/16/2024 - Ancillary Procedure in McLeod Spine Center Florence

Reason for Visit

- Visit diagnoses:
- (primary)
 - Neck pain

Visit Information

Provider Information

Referring Provider

Edwards, Willie S Jr., MD

Department

Name	Address	Phone	Fax
McLeod Spine Center Florence	800 EAST CHEVES ST STE 480-B Florence SC 29506-2777	843-432-1880	843-432-1022

Imaging

Imaging

XR cervical spine 2 or 3 views (Final result)

Electronically signed by: Springs, Christina, ARRT on 07/15/24 1441

Status: Completed

This order may be acted on in another encounter.

Ordering user: Springs, Christina, ARRT 07/15/24 1441

Ordering provider: Edwards, Willie S Jr., MD

Authorized by: Edwards, Willie S Jr., MD

Ordering mode: Per protocol: no coslgn required

Frequency: Routine 07/15/24 -

Class: Ancillary Performed

Quantity: 1

Lab status: Final result

Instance released by: Springs, Christina, ARRT 7/16/2024 9:06 AM

Diagnoses

Neck pain [M54.2]

Questionnaire

Question	Answer
Reason for exam:	PAIN

End Exam Questions

	Answer	Comment
Tech Comments		
Total Number of Exposures	2	
Were repeat exposures performed?	No	
Reason for repeat exposure		
How many repeat exposures were acquired?		
Was a Radiology student present for the exam?		
Student Name		

XR cervical spine 2 or 3 views

Resulted: 07/16/24 1326, Result status: Final result

Ordering provider: Edwards, Willie S Jr., MD 07/16/24 0906

Order status: Completed

Resulted by: Wicker, Sonia

Filed by: Wicker, Sonia 07/16/24 1327

Performed: 07/16/24 0951 - 07/16/24 0951

Accession number: 10022354591

Narrative:

AP and lateral views of the cervical spine show degenerative changes most severe at C5-6 and C6-7.

Acknowledged by: Edwards, Willie S Jr., MD on 07/16/24 1413

XR cervical spine 2 or 3 views

Resulted: 07/16/24 0951, Result status: In process

Ordering provider: Edwards, Willie S Jr., MD 07/16/24 0906

Order status: Completed

Resulted by: Wicker, Sonia

Filed by: Springs, Christina, ARRT 07/16/24 0951



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handle every matter that is presented. If you have any complaints about our services, please write your concerns down and mail them to Susan Firimonte, Managing Attorney, SCLS, P.O. Box 1445, Columbia, SC 29202. You may also come to our office to review the grievance process.

I have enclosed a client satisfaction survey which I would appreciate your completing and returning at your convenience. I regret I could not provide more assistance to you and certainly wish you all the best.

Very truly yours,

Daniel L. Beasley
Staff Attorney

DLB/

Enclosures: Client Satisfaction Survey

South Carolina Legal Services is a private, non-profit law firm. We can provide free legal assistance to qualified persons because of the funding and donations we receive. If you would like to make a tax-deductible donation to our organization, please mail your check to Donations, SC Legal Services, 701 South Main Street, Greenville, SC 29601. Thank you.



12:10

◀ Search



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3/20/24



+1 (803) 774-2502

12/4/23



+1 (803) 773-1481

Sumter, SC

November 22, 2023 at 11:47 AM



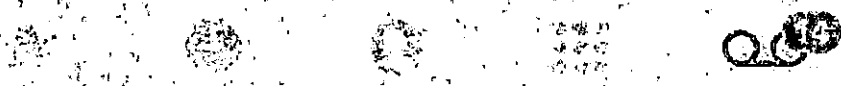
0:00

-0:27



Transcription

Hi Miss Johnson this is Olivia from McGlocklin Ford I was give me a phone number 2000 5484 that we have here for you um I remember talking to you on the 15th of this month and you were going to give me a phone call back so I'm just calling to touch base with you if you'll please give me a call back at 803-773-1481 extension 136 at your earliest convenience I would greatly appreciate it thank you so much and you have a good day



12:26



Voicemail

+1 (803) 773-1481

3/20/24



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12/4/23



+1 (803) 773-1481

11/22/23



Sun, Nov 5, 2023

November 5, 2023 at 11:23 AM



0:00

-0:41



Transcription

Hi this is Dr. [unclear] of [unclear] for
 um give me a phone call about your
 2005 Ford Explorer that we have it for
 you um we have been waiting on
 approval for July 28 from you and I
 know you're going back-and-forth kind
 of with the warranty company morning
 to you know get it engine from
 somewhere else and that is fine but I
 disappointed because we've been
 waiting on the approval on the vehicle
 for so long the only thing that we be
 able to do is from here but it is um



12:28



4

Voicemail

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12/4/23



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11/22/23



Transcription

Thanks to the availability of the...
 we give you a phone call about your
 2015 Ford Explorer that we have...
 you and we have been waiting on
 approval for July 23 from you and I
 know you're going back-and-forth kind
 of with the warranty company morning
 to you know get it engine from
 somewhere else and that is fine... but I
 disappointed because we've been
 waiting on the approval on the vehicle
 for as long as you... the... we're
 able to do it from here but if it is
 you're not... trying to charge you
 for... fees... so if you could please
 give us a call back at **803-773-1481**
extension 136 and with no...
 get a situation on the vehicle for
 appreciation... thank you... much you
 have a great day!



Voicemail

12:14



Voicemail

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8/9/24



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7/10/24



+1 (803) 773-1481

3/20/24



Transcription

"Hi this is Olivia and from McClocklin Florida I'm giving you a call to Miss Johnson about her 2005 Ford explore. um I was wondering if you could get into contact on whether or not this is something that you would like to take care of all we have the vehicle here or if this is something that you would like to go ahead and outline the repairs and pick up what you owe a vehicle up and then pay what you would like to um see what you owed on the vehicle um if you give me a call back Miss Johnson 803-773-1481 extension 136 at your earliest convenience I would appreciate it thank you so much and you have a good day."

Was this transcription useful or not useful?



12:12



Voicemail

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3/20/24



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Sumter, SC



December 4, 2023 at 3:52 PM

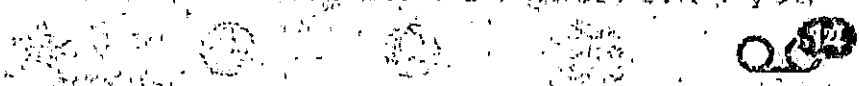
6:00

-0:38



Transcription:

Hi this is Diana and from McGlocklin Florida I'm giving you a call to Miss Johnson about her 2005 Ford explore um I was wondering if you could get into conclusion on whether or not this is something that you would like to take care of all we have the vehicle here or if this is something that you would like to go ahead and decline the repairs and pick up what you owe a vehicle up and um say what you would like to um see what you owed on the vehicle um if you



Voicemail

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EX-4
7/10/24



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Sumter, SC

March 20, 2024 at 2:46 PM



0:00

0:07



Unable to Transcribe This Message

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12/4/23



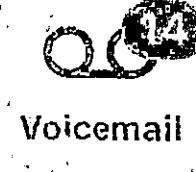
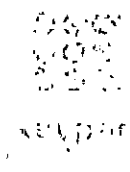
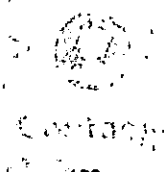
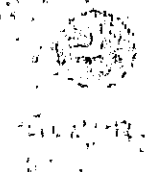
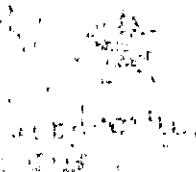
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11/22/23



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11/9/23



Hannah: Thank you for calling Total Warranty Services, this is Hannah, can I have the last name and the VIN number
Barbara Johnson: SUB06946
Hannah: Okay. What is the customer's name, make and model of vehicle
Barbara Johnson: My name is Barabra Johnson, 2005 Ford Explorer Sports Trac
Hannah: How can I help you
Barabara Johnson: Yes, I'm calling about the claim that was done by McLaughlin Ford and I need to speak to an adjuster. Is Grant available?
Hannah: One moment. When was the claim filed?
Barabara Johnson: Last year
Hannah: Thank you. Back in June
Barbara Johnson: Yes
Hannah: Do you mind if I ask what I can tell him the call is regarding?
Barbara Johnson: The same claim
Hannah: Yes ma'am, I understand that, how is he able to assist you?
Barbara Johnson: How he is able to assist me, because I had the money they have, the remaining balance of my claim and plus McGlaughlin took me to court to sell my vehicle. The Judge ruled in the favor because the warranty company gave them permission to take my motor out. When I talked to Grant before, he said that they did not give them permission to take my motor out.
Hannah: Okay. One moment (Hannah puts Barabara Johnson on hold) Okay ma'am, I do show here in the notes back from May, it looks like it was reviewed with a manager. We are not able to provide any additional information regarding this claim. We have fulfilled our obligations.
Barbara Johnson: How have y'all fulfilled your obligation? What happened to the \$4500.00?
Hannah: We do not advise any tear downs, that always have to be authorized by the account holder. We are not able to authorize that on behalf of any account holder. We are not really able to provide any documentation regarding the claim. We have authorized the repair, the max that we are able to do. We have fulfilled our obligations under the terms of the contract.
Barabra Johnson: So what happens to my \$4500.00 left on my contract, that they say they had claimed, but never did put a hold for them, but they never did access it. What happened to my \$4500.00, because they sue me...?
Hannah: So, what you are saying, why we haven't paid it out?
Barabara Johnson: Yes.
Hannah: So they repair facility has not sent us any documentation to pay out that claim. Anytime that they are seeking payment, they have to send us the information to do that. That means that they have to send us a signed copy of the invoice. If they need to do so, then the repair company will reach out to us.
Barbara Johnson: Okay. They said that you all did not pay for diagnostics and I know my warranty pay for diagnostic because that it what I was getting from all the other companies and then if I say they can fix my vehicle, then I will call you to let you know who would be fixing my vehicle. They took matters into their own hands and said that you all said that and I know it wasn't true, and the Judge relieved them.
Hannah: If they have any questions, they can reach out to us directly, but we aren't able to provide any additional information on this claim.
Barabara Johnson: Okay, so they Judge....
Hannah: We have fulfilled our obligations.
Barbara Johnson: So if I appeal this decision, will they try to sell my vehicle and

9:01

86



+1 (803) 436-2280



Unknown - Jul 10, 2024 at 8:47 AM

00:00



-00:40



Add Contact

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Transcript

Good morning man this is Laura from the phone record I was calling you back in regards to rescheduling your case Johnson versus McGlocklin for it um I wanted to make sure that it was out a day that was good for you were looking for an afternoon appointment um I know that the last date that I called you a whiz was not acceptable because it was the same time of the doctors appointment today so I wanted to make sure that the next day we pick good with your schedule so if you could give me a call back 803-436-2296 I can get that rescheduled to date that is good for you thank you so much you have a good day



Favorites



Recents



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