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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

Thomas A. Russo, Circuit Judge

Case No. 2008-CP-21-1462

Professional Financial Services, Corp., ... Respondent/Appellant

Vs.

Terry White and White's Auto Sales, Inc Appellants/Respondent

RECORD ON APPEAL

RECEIVED

DEC 22 2011

SC Court of Appeals

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INDEX

Amended Order of Judge Russo entered February 2, 2011	1
Amended Order of Judge Russo entered March 4, 2010	4
Order of Judge Russo dated November 3, 2009	26
Complaint	31
The Answer	39
Transcript of Trial	
Opening Page 8 line 1 to Page 18	43
Testimony	
Lynn Stone Direct	60
Cross Examination	74
Bill Buckner Direct	77
Cross Examination	82
Re-direct	84
Daniel Munn Direct	85
Cross Examination	92
Steven Leroy Direct	95
Cross Examination	100
Re-Direct	104
Re-Cross Examination	104
Terry White Direct	105
Cross Examination	140
Motions	145
Exhibits	
Plaintiff 1	154
Plaintiff 3	155
Plaintiff 4	156
Plaintiff 6	157
Plaintiff 7	158
Plaintiff 8	159
Plaintiff 9	160

Plaintiff 10	161
Plaintiff 11	163
Plaintiff 12	164
Plaintiff 13	165
Plaintiff 14	166
Plaintiff 15	167
Plaintiff 17	168
Plaintiff 22	169
Plaintiff 23	171
Plaintiff 24	173
 Plaintiff's Trial Brief	 175
 Defendant's Brief	 183
 Plaintiff motion and memorandum to alter or amend	 185
 Plaintiff's second motion to amend and memorandum	 189
 Defendant's motion and memorandum to alter or amend	 195
 Attorney fee affidavit	 201
 Supplemental Fee Affidavit	 246

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

FILED
JUDGMENT IN A CIVIL CASE
2011 FEB -2 AM 9:04
CASE NO. 2008CP2101462R
CONNIE REEL-SHEARIN
CLERK OF COURT
FLORENCE COUNTY, SC

Professional Financial Services Corp vs. Terry White

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: _____
- ☐ **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; ☐ Statement of Judgment by the Court;

Dated at Florence, South Carolina, this .

Court Reporter: _____

PRESIDING JUDGE -

This judgment was entered on the 31st day of January, 2011, and a copy mailed first class this 2nd day of February, 2011, to attorneys of record or to parties (when appearing pro se) as follows:

Joseph Gregory Studemeyer Attorney at Law 1804
Bull St. Columbia, SC 29211-2201

ATTORNEY(S) FOR THE PLAINTIFF(S)

Louis David Nettles Folkens Law Firm, PA P.O.
Box 6139 Florence, SC 29502

ATTORNEY(S) FOR THE DEFENDANT(S)

Connie Reel-Shearin

Clerk of Court

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-21-1462R

PROFESSIONAL FINANCIAL
SERVICES CORP.,

Plaintiff,

v.

TERRY WHITE and WHITE'S AUTO
SALES, INC.,

Defendants.

ORDER

FILED
2011 JAN 31 AM 9:45
CONNIE REEL-SHEARIN
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, SC

This matter came before me on June 1, 2010, for a hearing on Plaintiff's Second Motion To Alter Or Amend filed with the Court on March 11, 2010. Therein, the Plaintiff sought an increase in the amount of attorney's fees previously awarded in my order dated March 2, 2010, filed with the Court on March 3, 2010.

Counsel for both parties were present for the hearing. After considering arguments presented by counsel, the matter was taken under advisement. Thereafter, at my request, counsel for the Plaintiff filed a Supplemental Attorney's Fee Affidavit on August 11, 2010, to confirm that the attorney's fees and costs that had been billed by him, had in fact been paid by the Plaintiff.

After further consideration, I now conclude that the initial award of \$8,500.00 in attorney's fees and costs in my order dated March 2, 2010, was insufficient. I further conclude that the sum of \$15,000.00 in attorney's fees and costs is reasonable under the circumstances.

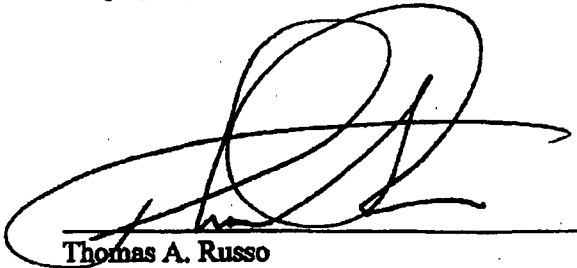
IT IS THEREFORE ORDERED that the Plaintiff's Second Motion To Alter Or Amend is granted.

CERTIFIED A TRUE COPY
Connie Reel-Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

IT IS FURTHER ORDERED that the original award of attorney's fees and costs of \$8,500.00 in my order dated March 2, 2010, be increased to the sum of \$15,000.00.

IT IS FURTHER ORDERED that judgment be entered in favor of the Plaintiff against the Defendants for the total sum of \$35,968.73, representing treble damages of \$18,349.80 for a willful violation of the Unfair Trade Practices Act, \$2,618.93 in prejudgment interest, and \$15,000.00 as a reasonable award of attorney's fees and costs.

AND IT IS SO ORDERED.



Thomas A. Russo
Circuit Court Judge

Florence, South Carolina

January 24, 2011

STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF FLORENCE

2010 MAR -4 AM 10:14

CASE NO: 2008CP2101462R

IN THE COURT OF COMMON PLEAS

FLORENCE COUNTY, SC

Professional Financial Services Corp vs. Terry White

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: _____

IT IS ORDERED AND ADJUDGED:

☐ See attached order;

☐ Statement of Judgment by the Court:

Dated at Florence, South Carolina, this .

Court Reporter:

PRESIDING JUDGE -

This judgment was entered on the 3rd day of March, 2010, and a copy mailed first class this 4 day of March, 2010, to attorneys of record or to parties (when appearing pro se) as follows:

Joseph Gregory Studemeyer Attorney at Law P. O.
Box 12201 Columbia, SC 29211-2201

Louis David Nettles Folkens Law Firm, PA P.O.
Box 6139 Florence, SC 29502

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Connie Reel-Shearin

SCRCP APP-24/FORM 4

Clerk of Court

CERTIFIED: A TRUE COPY

Connie Reel-Shearin

CLERK OF COURT C.P & G.S
FLORENCE COUNTY, S.C.

CPFORM4M

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

FILED

IN THE COURT OF COMMON PLEAS

2010 MAR -3 PM 3:54

CASE NO. 2008-CP-21-1462R

CONNIE REEL-SHEARER

CCCP & GS

FLORENCE COUNTY, S.C.

PROFESSIONAL FINANCIAL SERVICES
CORP.,

Plaintiff,

v.

TERRY WHITE and WHITE'S AUTO
SALES, INC.,

Defendants.

ORDER FOR JUDGMENT

CERTIFIED: A TRUE COPY
Connie Reel-Shearer
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

This action was initiated by the filing of a civil action coversheet, summons, and complaint on January 23, 2006. In its complaint, the Plaintiff alleged that it financed the purchase of a 1999 Ford F-150 by Danny Munn ("Munn") from Collins Automotive ("Collins") that Collins acquired from the Defendants. The Plaintiff further alleged that when Collins failed to pay the Defendants for the vehicle, the Defendants repossessed the vehicle from Munn. Contending that the Defendants had entrusted the vehicle to Collins, giving Collins the power to transfer all rights of the Defendants in the vehicle to Munn, the Plaintiff set forth causes of action against the Defendants for claim and delivery, conversion, and violation of the Unfair Trade Practices Act.

On February 21, 2006, the Defendants filed and served their answer. Therein, the Defendants sought dismissal of the complaint for failure to state facts sufficient to constitute a cause of action, denied the material allegations of the complaint, and asserted that the Plaintiff's negligence was a bar to its claims for conversion and unfair trade practices.

Thereafter, the parties engaged in written discovery. On October 3, 2006, the Plaintiff filed and served a motion to compel. On December 6, 2006, the Honorable Michael G. Nettles issued a form order, indicating that the motion had been resolved and that no hearing was necessary.

On July 19, 2007, Judge Nettles issued a consent order, striking this matter from the docket pursuant to Rule 40(j), SCRCP. That order provided that the case could be restored upon motion made within one year of the date stricken.

On July 3, 2008, the Plaintiff filed and served a motion to restore. On July 24, 2008, Judge Nettles issued a consent order restoring this matter to the docket.

On February 16, 2009, the Plaintiff filed a second motion to compel. Therein, the Plaintiff sought a response to Plaintiff's second request for production dated February 22, 2007.

On May 6, 2009, the Plaintiff filed and served a supplemental motion to compel. Therein, the Plaintiff sought a response to Plaintiff's third request for production dated March 4, 2009.

On May 27, 2009, Judge Nettles issued an order granting the Plaintiff's motion to compel and supplemental motion to compel, directed the parties to appear before John M. Milling, Esq. for mediation, and if the mediation conference did not result in a settlement, directed that Defendant, Terry White ("White"), appear for deposition.

The matter was not resolved at mediation. White appeared as ordered for his deposition on May 19, 2009.

This matter came before me for a bench trial on June 4, 2009. Present for the hearing on behalf of the Plaintiff was Steven LeRoy, Plaintiff's branch manager, together with Plaintiff's counsel, J. Gregory Studemeyer, Esq., of Columbia. Also appearing on behalf of the Plaintiff were the following witnesses: Lynn Stone, Alberta Timmons, Ralph Sexton, Jerry Montrose, Bill Buckner, and Munn.

White was also present accompanied by Defendants' counsel, Louis D. Nettles, Esq., of Florence.

Testimony and exhibits were presented by the Plaintiff and by the Defendants. Thereafter, the matter was taken under advisement.

On November 3, 2009, I issued an order that was filed with the Clerk of Court for Florence County on the same day.

On November 12, 2009, the Plaintiff served a motion to alter or amend and an attorney's fee affidavit, both of which were filed on November 16, 2009. On November 15, 2009, the Defendant served a motion to alter or amend with a supporting memorandum. Those documents were filed on November 16, 2009.

After considering each of the motions to alter or amend and the attorney's fee affidavit, and after reviewing my previous order dated November 3, 2009, I now amend that order as follows:

FINDINGS OF FACT

1. The Plaintiff is a corporation organized and existing pursuant to the laws of the State of South Carolina, maintaining offices and agents and conducting its corporate business in the County of Florence, State of South Carolina. (Complaint par. 1; Answer par. 2).
2. The Plaintiff is engaged in the business of financing motor vehicles by purchasing retail installment contracts from motor vehicle dealers. (Complaint par. 4; Answer par. 2).
3. Collins was a motor vehicle dealer doing business as Collins Automotive at 1605 Pamplico Highway, Florence, South Carolina. (Complaint par. 5; Answer par. 2).
4. Prior to the transaction giving rise to this action the Plaintiff had a good business relationship with Collins. (Transcript p. 69, line 20 – p. 70, line 6).
5. White is a resident of the County of Florence, State of South Carolina. (Complaint par. 2; Answer par. 2).

6. White's Auto Sales, Inc. is a corporation organized and existing pursuant to the laws of the State of South Carolina, maintaining offices and agents and conducting its corporate business in the County of Florence, State of South Carolina. (Complaint par. 3; Answer par. 2).

7. White is an officer, director, or person in active control of the activities of White's Auto Sales, Inc. (Complaint par. 29; Answer par.17).

8. The Defendants are motor vehicle dealers engaged in the business of selling used motor vehicles to the general public at 1005 East Smith Street, Timmons ville, South Carolina. (Complaint par. 6; Answer par. 2).

9. The Defendants are engaged in trade and commerce directly and indirectly affecting the people of this state. (Complaint par. 30; Answer par. 18).

10. White has owned a used car lot in Timmons ville for approximately 15 years. (Transcript p. 80, line 3).

11. White owns all of his inventory free and clear of any security interests. (Transcript p. 80, lines 4-7).

12. White keeps about 50 vehicles in inventory at a time and sells between 30 and 50 vehicles per month. (Transcript p. 80, lines 8-12).

13. White does his own financing on approximately 75% of the vehicles he sells. (Transcript p. 81, lines 2-6).

14. Typically, on those transactions, White secures a down payment sufficient to cover two-thirds of his cost in the vehicle and then finances the balance of the cost and profit at 36% per annum. (Transcript p. 81, line 7 – p. 82, line 2).

15. At the time of trial, White was receiving monthly payments from approximately 150 customers. (Transcript p. 82, lines 3-12).

16. White and Collins were acquainted with one another. (Transcript p. 82, lines 20-21).

17. White knew that Collins was in the car business and that he operated Collins Automotive on Pamplico Highway in Florence. (Transcript p. 82, line 22 – p. 83, line 9).

18. When Collins needed a particular vehicle for a customer, White would allow Collins to take possession of the vehicle, sell it, and remit the purchase price to White after the sale. (Transcript p. 20, lines 12-24).

19. White sold Collins between 30 and 40 vehicles. (Transcript p. 101, lines 3-5).

ALBERTA TIMMONS' TRANSACTION

20. On April 21, 2005, White allowed Collins to take possession of a 1995 Ford Explorer. (Transcript p. 83, lines 10-12 and Plaintiff's Exhibit No. 21).

21. White expected that Collins would sell the Explorer and that a finance company would finance it. (Transcript p. 83, lines 13-24).

22. White did not expect to be paid for the vehicle within any particular period of time but began to worry about it after approximately one week. (Transcript p. 99, lines 2-13 and p. 101, lines 19-20).

23. Alberta Timmons ("Timmons") has lived in Florence County all of her life and works as a cook at Quincy's Family Steakhouse. (Transcript p. 35, lines 7-13).

24. Timmons saw the 1995 Ford Explorer parked in the front of Collins' used car lot. (Transcript p. 36, line 25 – p. 37, line 4).

25. Collins sold the 1995 Ford Explorer to Timmons on June 16, 2005. (Transcript p. 24, line 25 and Plaintiff's Exhibit No. 1).

26. Timmons paid a down payment of \$1,000.00 to Collins and borrowed the sum of \$4,745.61 to finance the balance plus a credit life insurance premium through RMC Financial Services of Florence ("RMC"). (Transcript p. 24, line 25 – p. 25, line 19 and Plaintiff's Exhibit No. 2).

27. Timmons made monthly payments of \$198.84 per month to RMC on the Ford Explorer for approximately 6 months. (Transcript p. 37, line 20 - p. 38, line 1).

RALPH SEXTON'S TRANSACTION

28. On July 26, 2005, White transferred possession of a 1985 Chevy C-20 van to Collins. (Plaintiff's Exhibit No. 19).

29. Ralph Sexton ("Sexton") has lived in the Florence area since 1970. (Transcript p. 42, lines 22- 23).

30. Sexton needed a van equipped for a person with a disability for his wife who had numerous pins and screws in her right hip as a result of a fall. (Transcript p. 43, lines 12-17).

31. Sexton purchased the 1985 Chevy van from Collins on August 4, 2005. (Transcript p. 28, lines 1-6 and Plaintiff's Exhibit No. 4).

32. Sexton financed the sum of \$5,534.00 through RMC. (Plaintiff's Exhibit No. 5).

33. Sexton paid monthly payments of \$206.93 for 3 or 4 months towards the purchase of the van. (Transcript p. 44, lines 16-17).

JERRY MONTROSE'S TRANSACTION

34. Jerry Montrose ("Montrose") also lives in Florence. (Transcript p. 46, lines 13-14).

35. Montrose owns J.D.'s Home Repair which installs vinyl siding and does construction work. (Transcript p. 46, lines 17-18).

36. Montrose needed a pickup truck to operate his business. (Transcript p. 46, lines 22-23).

37. Montrose went to Collins' car lot to purchase a pickup truck. (Transcript p. 50, lines 1-2).

38. Collins sent Montrose to White's car lot in Timmons ville to pick up a 1997 Ford F-150. (Transcript p. 50, lines 3-5).

39. White prepared an affidavit & notification of sale of motor vehicle indicating that he had sold the 1997 Ford to Collins on July 22, 2005. (Plaintiff's Exhibit No. 20).

40. On the same day, Montrose purchased the 1997 Ford F-150 from Collins. (Transcript p. 47, lines 1-4 and Plaintiff's Exhibit No. 3).

41. Montrose paid a down payment of \$1,000.00 to Collins and financed the balance of \$8,084.00 through RMC. (Transcript p. 47, lines 7-10 and Plaintiff's Exhibit No. 25).

42. Montrose paid two installment payments towards the purchase of the truck. (Transcript p. 47, lines 13-15).

MUNN'S TRANSACTION

43. Munn has also lived in Florence all of his life. (Transcript p. 60, lines 1-4).

44. Munn when to Collins' car lot to purchase a truck. (Transcript p. 60, lines 8-10).

45. Collins sent Munn to White's car lot in Timmons ville to pick up a truck. Munn picked up a 1999 Ford F-150 from White and took it back to Collins' car lot. (Transcript p. 62, lines 10-16).

46. When Munn returned to Collins' place of business, Collins prepared all of the paperwork including a bill of sale. (Transcript p. 63, lines 10-12 and Plaintiff's Exhibit No. 6).

47. Munn paid a down payment of \$500.00 to Collins and agreed to finance the balance of \$5,999.83 through the Plaintiff. (Transcript p. 63, lines 16-18 and Plaintiff's Exhibit No. 7).

48. Munn granted the Plaintiff a security interest in the vehicle and was obligated to make payments of \$298.55 to the Plaintiff beginning September 24, 2005. (Plaintiff's Exhibit No. 7).

COLLINS' FAILURE TO PROVIDE LICENSE TAGS

49. Collins was responsible for recording the liens of RMC on the Timmons, Sexton, and Montrose transactions and for the Plaintiff on the Munn transaction and to process the paperwork so that all 4 customers would receive registration cards and license tags. (Transcript p. 31, lines 4-7).

50. Timmons, Montrose, and Munn returned to Collins' place of business on numerous occasions in an effort to secure a license tag. (Transcript p. 31, lines 8-19).

51. When Timmons, Sexton, and Montrose did not receive their license tags, they contacted RMC. (Transcript p. 53, lines 13-22).

52. When Munn did not obtain his license tag from Collins, he notified the Plaintiff. (Transcript p. 70, lines 20-25).

53. The Plaintiff referred Munn to Collins. (Transcript p. 70, line 22 – p. 17, line 6).

54. When RMC attempted to intervene with Collins on behalf of its customers to assist them in obtaining their license tags, RMC was referred to White. (Transcript p. 55, lines 6-7).

55. RMC's branch manager, Bill Buckner ("Buckner"), went to visit White. (Transcript p. 55, lines 5-8).

Defendant's unfair or deceptive acts

56. Buckner subsequently received a telephone call from White indicating that he was going to help RMC's customers obtain their license tags. (Transcript p. 55, lines 9-10).

57. White requested the names and addresses of Timmons, Sexton, and Montrose. (Transcript p. 55, lines 10-12).

58. White was acquainted with the magistrate in Timmons ville. (Transcript p. 85, lines 17-20).

59. White had repaired a vehicle for the magistrate, had sold a vehicle for the magistrate one time, and White had appeared in magistrate court on a few occasions over the years. (Transcript p. 86, lines 1-13).

60. On November 22, 2005, White executed claim and delivery affidavits in the magistrate court in Timmons ville against Timmons, Sexton, and Montrose. (Plaintiff's Exhibit Nos. 22, 23, and 24).

61. The Timmons affidavit indicated that White had sold the 1995 Ford Explorer to Timmons, that Timmons had granted him a security interest in the vehicle, that Timmons was in default, and that he had given Timmons notice of right to cure. (Plaintiff's Exhibit No. 22).

62. The Sexton affidavit indicated that White had sold the 1985 Chevy C-20 van to Sexton, that Sexton had granted him a security interest in the vehicle, that Sexton had defaulted in payment, and that he had given Sexton notice of right to cure. (Plaintiff's Exhibit No. 24).

63. The Montrose affidavit indicated that White had sold the 1997 Ford truck to Montrose, that Montrose had granted him a security interest in the vehicle, that Montrose had

defaulted in payment, and that he had given Montrose notice of right to cure. (Plaintiff's Exhibit No. 23).

64. White secured orders for immediate possession from the magistrate for all 3 vehicles. (Transcript p. 86, lines 14-17; p. 111, lines 21-24; and p. 111, line 25 – p. 112, line 11).

65. Timmons, Sexton, and Montrose never had any dealings with White, had never been to his place of business, and had never signed any kind of contract with him. (Transcript p. 39, lines 14-21; p. 44, lines 7-9; and p. 48, lines 4-8).

66. A law enforcement officer approached Timmons and told her that if she did not release the vehicle to White, she would go to jail. (Transcript p. 38, line 20 – p. 39, line 2).

67. Likewise, Sexton was approached by a repossession agent accompanied by a deputy sheriff. (Transcript p. 44, lines 18-24).

68. Montrose's Ford pickup truck was also repossessed by White. (Transcript p. 47, lines 19-22).

69. When Munn was unable to obtain his license tag from Collins, he contacted White. (Transcript p. 64, lines 15-19).

70. White told Munn that Collins had not paid him for the truck, that he had been looking for Munn, and that Munn was required to appear before the magistrate in Timmons ville. (Transcript p. 64, line 18 – p. 65, line 8).

71. Munn quit making payments on his truck to the Plaintiff and the Plaintiff sent Munn a notice to cure. (Transcript p. 71, lines 7-20 and Plaintiff's Exhibit No. 13).

72. Although Munn had never been served with any pleadings, he appeared at a hearing in Timmons ville. (Transcript p. 65, lines 13-14).

73. In addition to Munn, Timmons, Sexton and his wife, Montrose, Stone (a former Collins' employee), and Buckner were present. (Transcript p. 55, lines 14-19 and p. 65, lines 13-20).

74. Although Timmons, Sexton, Montrose, and Buckner protested, the magistrate nonetheless awarded possession of the vehicles to White. (Transcript p. 55, lines 16-19).

75. Munn was also led to believe that if he did not release his vehicle to White, he would be in trouble and possibly would get jail time. (Transcript p. 65, lines 21-24).

76. When the Plaintiff contacted Munn about his default in payment, the Plaintiff learned that the Defendants had taken its collateral. (Transcript p. 71, lines 7-12).

77. The Plaintiff wanted to take possession of its collateral but couldn't because Collins had failed to perfect the Plaintiff's security interest by securing the certificate of title from the Defendants and recording the Plaintiff's lien. (Transcript p. 71, line 23 – p. 72, line 2).

78. On November 30, 2005, the Plaintiff's attorney wrote to White, advised that the Plaintiff had financed the purchase of Munn's vehicle from Collins, and asserted that the Plaintiff was entitled to the certificate of title pursuant to S.C. Code Ann. § 36-2-403. (Transcript p. 92, line 17 – p. 93, line 24 and Plaintiff's Exhibit No. 14).

79. White received the letter and understood that the Plaintiff had advanced money to Collins to finance Munn's purchase of the vehicle, but nonetheless refused to surrender the certificate of title. (Transcript p. 94, lines 5-6).

80. On October 3, 2006, White sold the 1999 Ford F-150 for \$4,995.00. (Transcript p. 96, lines 5-23 and Plaintiff's Exhibit No. 15).

Affect upon public interest

81. Timmons lost her down payment of \$1,000.00, her monthly payments, and money paid for insurance and property taxes. (Transcript p. 39, lines 5-13).

82. Sexton lost the monthly payments that he paid on the van. (Transcript p. 45, line 7-12).

83. Montrose lost the \$1,000.00 that he paid as a down payment on the 1997 Ford pickup truck as well as the 2 installment payments that he made. (Transcript p. 48, lines 9-10).

84. RMC lost approximately \$18,000.00 on the Timmons, Sexton, and Montrose transactions. (Transcript p. 55, lines 20-22).

85. Munn lost the \$500.00 that he paid as a down payment on the 1999 Ford F-150 and the monthly installment payments that he made. (Transcript p. 66, lines 7-10).

Plaintiff's monetary or property loss

86. The Plaintiff lost \$6,116.6, representing the payoff on Munn's truck as of November 28, 2005. (Plaintiff's Exhibit No. 11).

LAW

Entrustment

§ 36-2-403. Power to transfer; good faith purchase of goods; "entrusting".

(1) A purchaser of goods acquires all title which his transferor had or had power to transfer except that a purchaser of a limited interest acquires rights only to the extent of the interest purchased. A person with voidable title has power to transfer a good title to a good faith purchaser for value. When goods have been delivered under a transaction of purchase the purchaser has such power even though

- (a) the transferor was deceived as to the identity of the purchaser, or
- (b) the delivery was in exchange for a check which is later dishonored,
- or
- (c) it was agreed that the transaction was to be a "cash sale," or

(d) the delivery was procured through fraud punishable as larcenous under the criminal law.

(2) Any entrusting of possession of goods to a merchant who deals in goods of that kind gives him power to transfer all rights of the entruster to a buyer in ordinary course of business.

(3) "Entrusting" includes any delivery and any acquiescence in retention of possession regardless of any condition expressed between the parties to the delivery or acquiescence and regardless of whether the procurement of the entrusting or the possessor's disposition of the goods have been such as to be larcenous under the criminal law.

(4) The rights of other purchasers of goods and of lien creditors are governed by the chapter on secured transactions (Title 36, Chapter 9), bulk transfers (Title 36, Chapter 6) and documents of title (Title 36, Chapter 7).

S.C. Code Ann. § 36-1-201 provides in pertinent part:

Subject to additional definitions contained in the subsequent chapters of this act which are applicable to specific chapters or parts thereof, and unless the context otherwise requires, in this act:

(9) "*Buyer in ordinary course of business*" means a person who in good faith and without knowledge that the sale to him is in violation of the ownership rights or security interest of a third party in the goods buys in ordinary course from a person in the business of selling goods of that kind but does not include a pawnbroker. . . .

S.C. Code Ann. § 36-2-104 provides in pertinent part:

(1) "*Merchant*" means a person who deals in goods of the kind or otherwise by his occupation holds himself out as having knowledge or skill peculiar to the practices or goods involved in the transaction or to whom such knowledge or skill may be attributed by his employment of an agent or broker or other intermediary who by his occupation holds himself out as having such knowledge or skill.

An innocent purchaser for value, or an innocent retail lender for valuable consideration, need not investigate the right of the dealer to sell and give good title; this would stagnate retail sales so necessary to commerce. Sebrite Corp. v. TranSouth Financial Corp., 272 S.C. 483, 252 S.E.2d 873 (1979).

Claim and Delivery

S.C. Code Ann, § 15-69-210 provides in pertinent part:

In an action to recover the possession of personal property judgment for the plaintiff may be for the possession, for the recovery of possession or for the value thereof in case a delivery cannot be had and for damages, both punitive and actual, for the detention.

Conversion

Conversion is defined as the unauthorized assumption in the exercise of the right of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights. To establish the tort of conversion, the Plaintiff must establish either title to or right to the possession of the personal property. Moseley v. Oswald, 376 S.C. 251, 656 S.E.2d 380 (2008).

A conversion is the unlawful exercise of dominion over the property of another. Sherer-Gillett Co. v. Moore-Barnes Co., 114 S.C. 387, 103 S.E. 766 (1920). Every assuming to dispose of the property of another, or the least intermeddling with it, in a manner subversive of the dominion, which the owner has over it, is sufficient evidence of a conversion. Reid v. Colcock, 1 Nott. & McC. 592, 9 Am. Dec. 729 (1819). Any use, or disposition of a chattel, without the consent of the owner, and inconsistent with his rights, is a conversion. Hutchinson v. Bobo, 17 S.C. L. 546, 1 Bailey 546 (1830). Any act of the defendant inconsistent with the plaintiff's right of possession, or subversive of his right of property, is a conversion. Harris v. Saunders, 21 S.C. Eq., 2 Strob. Eq. 370, (1848). "Conversion may arise either by a wrongful taking of the chattel or by some other illegal assumption of ownership, by illegally using or misusing it, or by wrongful detention. Ray v. Pilgrim Health & Life Ins. Co., 206 S.C. 344, 34 S.E.2d 218 (1945).

Unfair Trade Practices

S.C. Code Ann. § 39-5-10 provides in pertinent part:

This article may be cited as the "South Carolina Unfair Trade Practices Act."

As used in this article,

- (a) "Person" shall include natural persons, corporations, trusts, partnerships, incorporated or unincorporated associations and any other legal entity.
- (b) "Trade" and "commerce" shall include the advertising, offering for sale, sale or distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity or thing of value wherever situate, and shall include any trade or commerce directly or indirectly affecting the people of this State.

S.C. Code Ann. § 39-5-20 provides in pertinent part:

- (a) Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.

S.C. Code Ann. § 39-5-140 provides in pertinent part:

- (a) Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of an unfair or deceptive method, act or practice declared unlawful by § 39-5-20 may bring an action individually, but not in a representative capacity, to recover actual damages. If the court finds that the use or employment of the unfair or deceptive method, act or practice was a willful or knowing violation of § 39-5-20, the court shall award three times the actual damages sustained and may provide such other relief as it deems necessary or proper. Upon the finding by the court of a violation of this article, the court shall award to the person bringing such action under this section reasonable attorney's fees and costs.

- * * *
- (d) For the purposes of this section, a willful violation occurs when the party committing the violation knew or should have known that his conduct was a violation of § 39-5-20.

S.C. Code Ann. § 39-5-160 provides:

The powers and remedies provided by this article shall be cumulative and supplementary to all powers and remedies otherwise provided by law.

An unfair trade practice has been defined as a practice which is offensive to public policy or which is immoral, unethical, or oppressive. To recover in an action under the UTPA, the plaintiff must show: (1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s). *Wright v. Craft*, 372 S.C. 1, 640 S.E.2d 486 (Cl. App. 2006).

CONCLUSIONS

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. The Defendants are merchants as defined by S.C. Code Ann. § 36-2-104(1).
3. Timmons, Sexton, Montrose, and Munn were buyers in the ordinary course of business as defined by S.C. Code Ann. § 36-1-201(9).
4. The Defendants entrusted the vehicles purchased by Timmons, Sexton, Montrose, and Munn to Collins, another merchant as defined by S.C. Code Ann. § 36-2-104(1).
5. RMC and the Plaintiff were innocent retail lenders for valuable consideration.

6. By entrusting the vehicles to Collins, and/or Collins' customers, the Defendants gave Collins the power to transfer all rights of the Defendants in the vehicles to Timmons, Sexton, Montrose, and Munn.

7. Neither RMC nor the Plaintiff were obligated to investigate the right of Collins to sell the vehicles.

8. Upon Munn's default, the Plaintiff was entitled to immediate possession of the 1999 Ford F-150.

9. The Defendants' failure and refusal to surrender the certificate of title to the vehicle upon receipt of the letter from Plaintiff's counsel dated November 30, 2005, was wrongful.

10. The Plaintiff is entitled damages, both punitive and actual, for the detention of the vehicle pursuant to S.C. Code Ann. § 15-69-210.

11. The Defendants knowingly and willfully exercised dominion and control over the vehicle to the exclusion of the Plaintiff and converted the vehicle to their own use.

12. The Defendants conversion of the vehicle was knowing and willful and in reckless and willful disregard of the Plaintiff's rights.

13. The Plaintiff is entitled to actual damages, together with interest thereon at a reasonable rate from the date of conversion, as well as an award of punitive damages.

14. The Defendants knew or should have known that their acts and omissions with respect to the vehicles entrusted to Collins were unlawful.

15. These acts and omissions were unlawful and deceptive acts or practices in the conduct of trade and commerce as contemplated by S.C. Code Ann. § 39-5-20.

16. As a result of the use or employment by the Defendants of said unfair and deceptive methods, acts, and practices, the Plaintiff suffered an ascertainable loss of money.

17. Said unfair and deceptive methods, acts, and practices affect numerous consumers in Florence County and are potentially harmful to the consuming public.

18. Said acts and practices on the part of the Defendants have a potential for repetition and adversely affect the public interest of the State of South Carolina.

19. Said acts and practices on behalf of the Defendants were willful violations of S.C. Code Ann. 39-5-20.

20. The Plaintiff is entitled to judgment against the Defendants for actual damages, treble damages, and a reasonable award of attorney's fees.

ANALYSIS

Damages

In South Carolina, a plaintiff is generally permitted to assert all viable causes of action, whether they are consistent or not. A plaintiff, however, can have only one recovery for a single wrong. *Smith v. Strickland*, 314 S.C. 192, 442 S.E.2d 207, 210 (Ct.App. 1994)

The Plaintiff has elected to proceed under the Unfair Trade Practices Act. The Plaintiff has established damages of \$6,116.60 as of November 28, 2005. Having determined that the Defendant's violation of the Unfair Trade Practices Act was willful, those damages are trebled to \$18,349.80.

Prejudgment Interest

The Plaintiff sought prejudgment interest on its damages. S.C. Code Ann. § 34-31-20(A) provides:

In all cases of accounts stated and in all cases wherein any sum or sums of money shall be ascertained and, being due, shall draw interest according to law, the legal interest shall be at the rate of eight and three-fourths percent per annum.

In South Carolina, the law allows prejudgment interest on obligations to pay money from the time when, either by agreement of the parties or operation of law, payment is demandable, if the sum due is certain or capable of being reduced to a certainty. The fact that the sum due is disputed does not render the claim unliquidated for the purposes of an award of prejudgment interest. The proper test for determining whether prejudgment interest may be awarded is whether the measure of recovery, not necessarily the amount of damages, is fixed by conditions existing at the time the claim arose. When an otherwise unliquidated claim is capable of being reduced to a certainty by a simple mathematical calculation, it can be considered liquidated for the purpose of awarding prejudgment interest. GTR Rental, LLC v. Dalcanton, 547 F.2d 510, 524-525 (D.S.C. 2008). I conclude that the Plaintiff is entitled to prejudgment interest at the legal rate of 8 ¾% on its actual damages of \$6,116.60 from November 30, 2005. Therefore, the Plaintiff is awarded prejudgment interest through February 26, 2010 of \$2,618.93.

Attorney's Fees

When determining what constitutes a "reasonable" attorney's fee, the trial court must consider the following six factors: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services. Williamson v. Middleton, 374 S.C. 419, 649 S.E.2d 57, 68-69 (Ct.App. 2007).

The nature, extent, and difficulty of the case

This case involved application of the entrustment provisions of the Uniform Commercial Code as well as legal theories of claim and delivery, conversion, and violation of the Unfair Trade Practices Act. In order to prevail, the Plaintiff was required to demonstrate that it had suffered actual damages, but in addition, was required to establish that the conduct of the Defendants affected the public interest.

The slip listing attached to the attorney's fee affidavit reflects that the Plaintiff experienced considerable difficulty locating, maintaining contact with, and securing the cooperation of Munn and Stone, witnesses who had nothing to gain in this action, but whose testimony was nonetheless essential to the Plaintiff's recovery. Moreover, the slip listing reflects that the Plaintiff was required to file three motions to compel and to appear at a hearing on one of the motions to compel. Under all of the foregoing circumstances, I find that this case was difficult.

The time necessarily devoted to the case

According to the attorney's fee affidavit, counsel for the Plaintiff devoted a total of 108.6 hours prosecuting this case. I have carefully reviewed the slip listing attached to the attorney's fee affidavit and find that the time spent was necessarily devoted to the case.

Professional standing of counsel

Counsel for the Plaintiff has been admitted to the Bar of the State of South Carolina for over 27 years. The attorney's fee affidavit supports a finding of excellent professional standing.

Contingency of compensation

No contingency fee arrangement was involved in this litigation. Counsel's fees were billed on an hourly basis.

Beneficial results obtained

Having secured an award of treble damages and prejudgment interest, I find that beneficial results were obtained.

Customary legal fees for similar services

The fees billed by counsel to the Plaintiff ranged from \$200 per hour to \$250 per hour. I find that these rates are reasonable and customary.

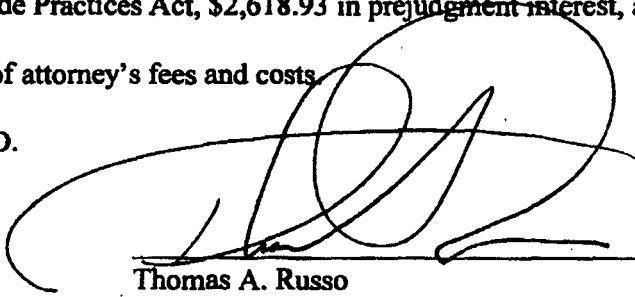
Based upon the foregoing, I conclude that an award of \$8,5000.00 in attorney's fees and costs is reasonable under the circumstances.

IT IS THEREFORE ORDERED that Plaintiff's motion to alter or amend is granted.

IT IS FURTHER ORDERED that Defendants' motion to alter or amend is denied.

IT IS FURTHER ORDERED that judgment be entered in favor of the Plaintiff against the Defendants for the total sum of \$29,468.73 representing treble damages of \$18,349.80 for a willful violation of the Unfair Trade Practices Act, \$2,618.93 in prejudgment interest, and \$8,500.00 as a reasonable award of attorney's fees and costs.

AND IT IS SO ORDERED.



Thomas A. Russo
Circuit Court Judge

Florence, South Carolina

March 2nd, 2010

FILED
2010 MAR -3 PM 3:54
CONNIE REEL-SHEARD
CLERK OF COURT
FLORENCE COUNTY, S.C.

CERTIFIED: A TRUE COPY

Connie Reel-Sheard
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

IN THE COURT OF COMMON PLEAS

FILED

2009 NOV -3 AM 10:09

JUDGMENT IN A CIVIL CASE

CASE NO: 2008CP2101462R

CONNIE REEL-SHEARIN
CCCP & GS

FLORENCE COUNTY, SC

Professional Financial Services Corp vs. Terry White

CERTIFIED A TRUE COPY
Connie Reel-Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

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: _____

IT IS ORDERED AND ADJUDGED:

☐ See attached order;

☐ Statement of Judgment by the Court:

Dated at Florence, South Carolina, this .

Court Reporter:

PRESIDING JUDGE -

This judgment was entered on the 3rd day of November, 2009, and a copy mailed first class this 3rd day of November, 2009, to attorneys of record or to parties (when appearing pro se) as follows:

Joseph Gregory Studemeyer Attorney at Law P. O.
Box 12201 Columbia, SC 29211-2201

ATTORNEY(S) FOR THE PLAINTIFF(S)

Louis David Nettles Folkens Law Firm, PA P.O.
Box 6139 Florence, SC 29502

ATTORNEY(S) FOR THE DEFENDANT(S)

Connie Reel-Shearin

Clerk of Court

SCRCP APP-24/FORM 4

CPFORM4M

CERTIFIED A TRUE COPY

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
CLERK OF COURT C.P. & C.G.
FLORENCE COUNTY, S.C.

PROGRESSIVE FINANCIAL
SERVICES CORPORATION

Plaintiff,

-VS.-

TERRY WHITE AND WHITE'S
AUTO SALES INCORPORATED

Defendants.

ORDER

2009 NOV -3 AM 9:24
CORRIE REEL-SHEARIN
CCCP & GS
FLORENCE COUNTY, SC

FILED

The plaintiff, Progressive Financial Services Corp., began this action against the defendants, Terry White and White's Auto Sales Inc. on January 23, 2006. The defendant, Terry White and White's Auto Sales Inc. answered on February 23, 2006. The parties agreed for the case to be tried before the court without a jury.

The dispositive issues concerns possessory interest in property, conversion, and Unfair Trade Practices. The plaintiff's complaint alleges that on or about August 25, 2005, Danny Munn paid to Collins a down payment of \$500 and entered into an installment contract for a 1999 Ford, F-150. Thereafter, Collins assigned all of his rights, title, and interest in the contract to the plaintiff, Progressive Financial Services Corporation. Mr. Munn made numerous unsuccessful attempts to obtain the registration and license tags from Collins. After appearing before the Magistrate, Munn surrendered the vehicle to the Defendant, Terry White, and ceased making installment payments to the Plaintiff. Pursuant to the installment contract, the plaintiff argues that Progressive Financial Services Corporation is entitled to repossess and sell the collateral.

The defendants, Terry White and White's Auto Sales Inc. answered on February 23, 2006. The defendant's assert that Mr. Terry White was entitled to possession of the 1999 Ford, F-150.

FINDINGS OF FACT

I make the following findings of fact, taking into consideration the burden of persuasion upon the parties to prove their cause of action by preponderance of the evidence and taking into account the credibility of the witnesses.

1. The court has jurisdiction of the subject matter of the cause of action alleged in the complaint and has jurisdiction of the parties.

2. The Plaintiff is a corporation organized and existing pursuant to the laws of a state other than South Carolina, maintaining offices and agents and conducting its corporate business in the county of Florence, State of South Carolina. [Complaint ¶ 1; Answer ¶ 2]

3. The Defendant, Terry White, is a resident of the County of Florence, State of South Carolina. [Complaint ¶ 2; Answer ¶ 2]

4. At all times relevant hereto, the Plaintiff was engaged in the business of financing motor vehicles by purchasing retail installment contracts from motor vehicle dealers. [Complaint ¶ 4 Answer ¶ 2]

5. At all times relevant hereto, Scott Collins was a motor vehicle dealer doing business as Collins Automotive in the county of Florence, State of South Carolina. [Complaint ¶ 5; Answer ¶ 2]

CONCLUSIONS OF LAW

I make the following conclusions of law:

1. The legal issue in dispute is the power to transfer title and possessory interest to a good faith purchaser. See S.C. Code Ann, § 36-2-403. This case was tried before the court sitting without a jury.

2. A buyer in the ordinary course is defined as one who: 1) buys goods, 2) in good faith, 3) without knowledge that the sale violates the rights of another person, 4) in the ordinary course, 5) from a person in the business of selling goods of that kind. See S.C. Code Ann, § 36-1-201(9). When Mr. Munn paid his down payment and entered into the installment contract with Mr. Collins, Mr. Munn met all of the stated requirements and became a buyer in the ordinary course.

3. "Any entrusting of possession of goods to a merchant who deals in goods of that kind gives him power to transfer all rights of the entruster to a buyer in ordinary course of business." S.C. Code Ann, § 36-2-403 (2). "An innocent purchaser for value, or an innocent retail lender for valuable consideration, need not investigate the right of the dealer to sell and give good title; this would stagnate retail sales so necessary to commerce." Sebrite Corp. v. TransSouth Financial Corp. 272 S.C. 483, 252 S.E.2d 873 (1979). By entrusting the subject vehicle to Collins and/or Collins' customer, Mr. Munn, the Defendants gave Collins the power to transfer all rights of the Defendants in the vehicle to Munn, a buyer in ordinary course.

4. Conversion is defined as the unauthorized assumption in the exercise of the right of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights. To establish the tort of conversion, the Plaintiff must establish

either title to or right to the possession of the personal property. Moseley v. Oswald, 376 S.C. 251, 656 S.E.2d 380 (2008). The Defendants have knowingly and willfully exercised dominion and control over the vehicle to the exclusion of the Plaintiff and have converted said vehicle to their own use. As a result, the Plaintiff is entitled to actual damages with interest thereon at a reasonable rate from the date of conversion.

5. To recover in an action under the UTPA, the plaintiff must show: 1) the defendant engaged in an unfair or deceptive act in the conduct or trade or commerce, 2) the unfair or deceptive act affected public interest, and 3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive acts(s). Wright v. Craft, 372 S.C. 1, 640 S.E.2d 486 (Ct. App. 2006). I find that the plaintiff has proven by a preponderance of the evidence that the defendants have violated the UTPA and the Plaintiff, therefore may recover treble damages.

IT IS THEREFORE ORDERED:

1. Judgment shall be entered in favor of the Plaintiff against the Defendant's, jointly and severally, for the remaining balance of the installment contract at the time the above stated conversion occurred, plus any interest owed after that time.
2. The Plaintiff is entitled to treble damages.
3. The Plaintiff is entitled to recover reasonable attorney's fee's, which will be evidenced by affidavit.

Monahan
September 3rd 2009

Florence, South Carolina

2009 NOV -3 AM 9:24
FILED
CLERK OF COURT
SOUTH CAROLINA
THOMAS A. REISS
Circuit Court Judge
FLORENCE COUNTY, SC

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)

COUNTY OF FLORENCE)

PROFESSIONAL FINANCIAL SERVICES CORP.,)

CIVIL ACTION COVERSHEET

Plaintiff,)

2006-CP-_____

vs.)

TERRY WHITE and WHITE'S AUTO SALES, INC.)

Defendants.)

(Please Print) J. Gregory Studemeyer
Submitted By: 1804 Bull Street
Address: P. O. Box 12201
Columbia, SC 29211-2201

SC Bar #: 5416
Telephone #: (803) 779-3363
Fax #: (803) 779-3364
Other:
E-mail: GEsquire@sc.rr.com

NOTE: The cover sheet 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. It must be filled out completely, signed, and dated. A copy of this Cover Sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check one box below)

- ☐ **JURY TRIAL** demanded in complaint.
☒ This case is subject to **ARBITRATION** pursuant to the Circuit Court Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDIATION** pursuant to the Circuit Court Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR (certificate attached).

NATURE OF ACTION (Check one box below)

- Contracts**
☐ Construction (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Wrongful Breach (140)
☒ Other (199)
Claim and Delivery

- Torts - Professional Malpractice**
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
☐ Other Malpractice (299)

- Torts - Personal Injury**
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Other (399)

- Real Property**
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Other (499)

- Inmate Petitions**
☐ PCR (500)
☐ Sexual Predator (510)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

- Judgments/Settlements**
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)**
☐ Other (799)

- Administrative Law/Relief**
☐ Driver License Reinstatement (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture (840)
☐ Other (899)

- Appeals**
☐ Arbitration (900)
☐ Magistrate - Civil (910)
☐ Magistrate - Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Other (999)

- Special/Complex/Other**
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)

**Check only if Summons & Complaint to follow in 20 days

Submitting Party Signature: _____

Date: January 20, 2006

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

***FOR MANDATED ADR COUNTIES ONLY**

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

You are required to take the following action(s):

1. The parties shall select a neutral within 210 days of filing of this action, and the Plaintiff shall file a "Stipulation of Neutral Selection" on or before the 224th day after the filing of the action. If the parties cannot agree upon the selection of the neutral within 210 days, the Plaintiff shall notify the Court by filing a written "Request for the Appointment of a Neutral" on or before the 224th day after the filing of this action. The Court shall then appoint a neutral from the Court-approved mediator/arbitrator list.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Cases which are appellate in nature such as appeals or writs of certiorari;
 - c. Post Conviction relief matters;
 - d. Contempt of Court proceedings;
 - e. Forfeiture proceedings brought by the State;
 - f. Cases involving mortgage foreclosures; and
 - g. Cases that have been submitted to mediation with a certified mediator prior to the filing of this action.
4. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

**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 FLORENCE

IN THE COURT OF COMMON PLEAS

CASE NO. _____

PROFESSIONAL FINANCIAL
SERVICES CORP.,

Plaintiff,

v.

TERRY WHITE and WHITE'S AUTO
SALES, INC.,

Defendants.

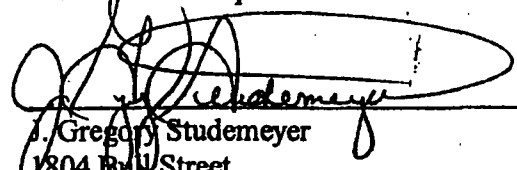
SUMMONS

**(Claim and Delivery; Conversion;
Violation of SCUTPA)
(NON-JURY)**

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office located at 1804 Bull Street, Post Office Box 12201, Columbia, South Carolina 29211-2201, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

J. GREGORY STUDEMEYER
Professional Corporation


J. Gregory Studemeyer
1804 Bull Street
Post Office Box 12201
Columbia, South Carolina 29211-2201
(803) 779-3363

Attorney for Plaintiff

Columbia, South Carolina

January 20, 2006

dealer doing business as Collins Automotive at 1605 Pamplico Highway, Florence, South Carolina.

6. Upon information and belief, the Defendants are motor vehicle dealers engaged in the business of selling used motor vehicles to the general public at 1005 East Smith Street, Timmons ville, South Carolina.

SUBSTANTIVE ALLEGATIONS

7. Upon information and belief, at all times herein mentioned, the Defendants authorized Collins to sell vehicles from the inventory maintained by the Defendants at their place of business.

8. On or about August 25, 2005, Danny Munn ("Munn") went to Collins' place of business to purchase a truck.

9. Collins and/or his agents and employees sent Munn to the Defendants' place of business to pick up a 1999 Ford F-150 (VIN #1FTZF1722XNA08844) to determine if he was interested in purchasing the vehicle.

10. Munn met with Defendant, Terry White, who furnished Munn with the keys and authorized him to drive the vehicle away from the Defendants' place of business.

11. Munn executed no documents or otherwise entered into any transaction with the Defendants to purchase the vehicle from them.

12. After test-driving the vehicle, Munn returned with the vehicle to Collins' place of business, paid Collins a down payment of \$500, and executed a retail installment contract ("contract") for the balance of \$6,498.83.

13. Thereafter, Collins assigned all of his right, title, and interest in and to the contract to the Plaintiff.

14. Upon information and belief, Collins failed to ever register the vehicle in Munn's

name or provide Munn with a license tag.

15. After numerous attempts to obtain the registration and license tag from Collins, Munn contacted Defendant, Terry White, who advised him that Collins had never paid him for the vehicle, that he had been looking for it, and that Munn was required to appear before a Magistrate in Timmonsville.

16. After appearing before the Magistrate, Munn surrendered the vehicle to Defendant, Terry White, and ceased making installment payments to the Plaintiff.

17. The contract provides that in the event of default, the Plaintiff is entitled to repossess and sell the collateral in a lawful manner.

18. The Plaintiff would further show that Munn has failed and refused to make installment payments required by said contract.

19. Subsequent to Munn's default, Munn was given notice to cure.

20. Notwithstanding said notice, Munn has failed to cure his default.

FOR A FIRST CAUSE OF ACTION

21. Each and every previous allegation is realleged herein in the same manner to the same extent as if repeated.

22. By entrusting the subject vehicle to Collins and/or Collins' customer, Munn, the Defendants gave Collins the power to transfer all rights of the Defendants in the vehicle to Munn, a buyer in the ordinary course of business pursuant to S.C. Code § 36-2-403.

23. Based upon the foregoing, the Plaintiff is informed and believes that it is entitled to immediate possession of the vehicle or for the value thereof in case a delivery cannot be had.

24. The Plaintiff is further informed and believes that it is entitled to judgment against the Defendants for both actual and punitive damages for the wrongful and willful detention of the

vehicle.

FOR A SECOND CAUSE OF ACTION

25. Each and every previous allegation is realleged herein in the same manner to the same extent as if repeated.

26. The Defendants have knowingly and willfully exercised dominion and control over the vehicle to the exclusion of the Plaintiff and have converted said vehicle to their own use.

27. As a result of the Defendants' knowing and willful conversion of the vehicle in reckless and willful disregard of the Plaintiff's rights, the Plaintiff is informed and believes that it is entitled to judgment against the Defendants for actual damages, together with interest thereon at a reasonable rate from the date of conversion, as well as an award of punitive damages.

FOR A THIRD CAUSE OF ACTION

28. Each and every previous allegation is realleged herein in the same manner to the same extent as if repeated.

29. At all times herein mentioned, Defendant, Terry White, was an officer, director, or person in active control of the activities of Defendant, White's Auto Sales, Inc.

30. Said Defendants are engaged in trade and commerce directly and indirectly affecting the people of this state.

31. The Plaintiff would show that said Defendants knew or should have known that their acts and omissions were unlawful.

32. The Plaintiff would further show that the acts or omissions on the part of the Defendants were unlawful and deceptive acts or practices in the conduct of trade and commerce as contemplated by S.C. Code Ann. § 39-5-20 (1976).

33. As a result of the use or employment by said Defendants of said unfair and deceptive

methods, acts, and practices, the Plaintiff has suffered an ascertainable loss of money.

34. Said unfair and deceptive methods, acts, and practices affect numerous consumers in Florence County and are potentially harmful to the consuming public.

35. Said acts and practices on the part of said Defendants have a potential for repetition and adversely affect the public interest of the State of South Carolina.

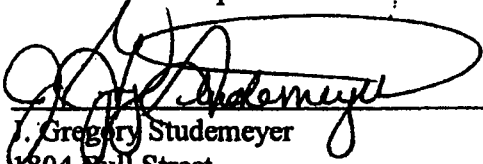
36. Said acts and practices on behalf of said Defendants were willful violations of S.C. Code Ann. § 39-5-20 (1976).

37. Based upon the foregoing, the Plaintiff is informed and believes that it is entitled to judgment against said Defendants for actual damages, treble damages, and a reasonable award of attorneys fees.

 38. The Plaintiff is informed and believes that it is entitled to the foregoing damages in addition to any remedies otherwise provided by law as provided by S.C. Code Ann. § 39-5-160 (1976).

WHEREFORE, the Plaintiff prays for possession of the vehicle and judgment against the Defendants for actual damages, treble damages, punitive damages, a reasonable award of attorneys fees, the costs of this action, and for such other and further relief as the Court may deem just and proper.

J. GREGORY STUDEMEYER
Professional Corporation


J. Gregory Studemeyer
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Post Office Box 12201
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(803) 779-3363

Attorney for Plaintiff

Columbia, South Carolina

January 20, 2006

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2006-CP-21-126

Professional Financial Services Corp.,)
)
Plaintiff,)

vs.)

ANSWER

Terry White and White's Auto Sales, Inc.,)
)
Defendant.)
_____)

The Defendant answering the Complaint would allege:

FOR A FIRST DEFENSE

1. The first cause of action fails to state a claim upon which relief can be granted.

FOR A SECOND DEFENSE

1. The second cause of action fails to state a claim upon which relief can be granted.

FOR A THIRD DEFENSE

- 1 The third cause of action fails to state a claim upon which relief can be granted.

FOR A FOURTH DEFENSE

1. The fourth cause of action fails to state a claim upon which relief can be granted.

FOR A FIFTH DEFENSE

1. Each and every allegation in the Complaint not hereinafter admitted, modified or explained is denied.

2. The allegations of Paragraphs 1 through 6 of the Complaint are admitted.

3. The allegations of Paragraphs 7 of the Complaint are denied.

4. This Defendant lacks sufficient information upon which to admit or deny the allegations of Paragraphs 8 and 9 of the Complaint, therefore denies the same.

5. The allegations of Paragraph 10 and 11 of the Complaint are admitted.

6. This Defendant lacks sufficient information upon which to admit or deny the allegations of Paragraph 12 of the Complaint, therefore denies the same.

7. This Defendant would on information in belief admit the allegations of Paragraph 14 of the Complaint.

8. This Defendant would admit so much of the allegations of Paragraph 15 of the Complaint that alleges Munn contacted Terry White and that Munn was required to appear before a Magistrate in Timmons ville. The remaining allegations of Paragraph 15 of the Complaint are denied.

9. The allegations of Paragraph 16 of the Complaint are admitted.

10. This Defendant lacks sufficient information upon which to admit or deny the allegations of Paragraphs 17, 18, 19, and 20 of the Complaint, therefore denies the same.

11. The allegations we alleged in Paragraph 21 of the Complaint not hereinafter admitted are denied.

12. The allegations of Paragraphs 22, 23, and 24 of the Complaint are denied.

13. The allegations incorporated in Paragraph 25 of the Complaint not hereinafter

admitted are denied.

14. The allegations of Paragraph 26 of the Complaint that alleges that the Defendants have willfully exercised dominion and control over the vehicle is admitted. The remaining allegations of Paragraph 26 of the Complaint are denied.

15. The allegations of Paragraph 27 of the Complaint are denied.

16. The allegations incorporated in Paragraph 28 of the Complaint not hereinafter admitted are denied.

17. The allegations of Paragraph 29 of the Complaint are admitted.

18. The allegations of Paragraph 30 of the Complaint are admitted.

19. The allegations of Paragraph 31, 32, 33, 34, 35, 36, 37, and 38 of the Complaint are denied.

FOR A SIXTH DEFENSE

1. That the Plaintiff is a corporation engaged in the financing of automobile sales.

2. The Plaintiff had a relationship with Collins Motor Company from which it should have known of Collin's precarious financial situation.

3. The Plaintiff is a lender in the business of financing automobiles was negligent in failing to secure evidence that Collins had title to the vehicle prior to funding the transaction.

4. The Plaintiff's negligence is a bar to its claims for conversion and unfair trade practices.

WHEREFORE, the Defendant having fully answered the Complaint asked that the same be dismissed.

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

COURT OF COMMON PLEAS
08-CP-21-1462 R

PROFESSIONAL FINANCIAL
SERVICES CORPORATION

-vs-

TERRY WHITE AND WHITE'S
AUTO SALES, INC.

:
:
:
:
:
:

TRANSCRIPT OF RECORD

THURSDAY, JUNE 4, 2009
FLORENCE, SOUTH CAROLINA

B E F O R E:

HONORABLE THOMAS RUSSO, JUDGE.

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

J. GREGORY STUDEMEYER, ESQUIRE
ATTORNEY FOR THE PLAINTIFF

LOUIS D. NETTLES, ESQUIRE
ATTORNEY FOR THE DEFENDANT

DIANNE A. RUTLEDGE
CIRCUIT COURT REPORTER

1	I N D E X				
2	WITNESS	DIRECT	CROSS	REDIRECT	RECROSS
3	LYNN STONE				
4	MR. STUDEMAYER	18			
5	MR. NETTLES		32		
6	ALBERTA TIMMONS				
7	MR. STUDEMAYER	35			
8	MR. NETTLES		41		
9	RALPH SEXTON				
10	MR. STUDEMAYER	42			
11	JERRY MONTROSE				
12	MR. STUDEMAYER	46		49	
13	MR. NETTLES		48		50
14	BILL BUCKNER				
15	MR. STUDEMAYER	51		58	
16	MR. NETTLES		56		
17	DANIEL MUNN				
18	MR. STUDEMAYER	59			
19	MR. NETTLES		66		
20	STEVEN LEROY				
21	MR. STUDEMAYER	69		78	
22	MR. NETTLES		74		78
23					
24					
25					

PROFESSIONAL V. TERRY WHITE, ET AL

1	WITNESS	DIRECT	CROSS	REDIRECT	RE CROSS
2	TERRY WHITE				
3	MR. STUDEMEYER	79			
4	MR. NETTLES		114		
5	CERTIFICATE OF COURT REPORTER		127		

6

7

E X H I B I T S

8	NO.		I.D.	IN EV.
9	P-1	BILL OF SALE, ALBERTA TIMMONS		7
10	P-2	COMBINATION PROMISSORY NOTE, SECURITY		
11		AGREEMENT & DISCLOSURES		7
12	P-3	AFFIDAVIT AND NOTIFICATION OF SALE,		
13		JERRY MONTROSE		7
14	P-4	INVOICE, RALPH SEXTON		7
15	P-5	COMBINATION PROMISSORY NOTE, SECURITY		
16		AGREEMENT & DISCLOSURES, RALPH SEXTON.		7
17	P-6	BILL OF SALE, DANNY MUNN		7
18	P-7	MOTOR VEHICLE INSTALLMENT CONTRACT,		
19		DANNY MUNN		7
20	P-8	DANNY MUNN DOCUMENT		7
21	P-9	AFFIDAVIT AND NOTICE OF SALE OF MOTOR		
22		VEHICLE, DANNY MUNN		7
23	P-10	APPLICATION FOR CERTIFICATE OF TITLE,		
24		REGISTRATION, DANNY MUNN		7
25	P-11	CONTRACT 8/25/05, DANNY MUNN		7

PROFESSIONAL V. TERRY WHITE, ET AL

1	NO.		I.D.	IN EV.
2	P-12	DANNY MUNN DOCUMENT		7
3	P-13	NOTICE OF DEFAULT AND RIGHT TO CURE,		
4		DANNY MUNN		7
5	P-14	LETTER DATED NOVEMBER 30, 2005 TO		
6		TERRY WHITE FROM MR. STUDEMEYER		7
7	P-15	RETAIL INSTALLMENT CONTRACT AND		
8		SECURITY AGREEMENT		7
9	P-16	1 PAGE COPY OF 4 SMALL HANDWRITTEN		
10		NOTES		7
11	P-17	AFFIDAVIT AND NOTIFICATION OF SALE OF		
12		MOTOR VEHICLE		7
13	P-18	WITHDRAWN	7	
14	P-19	AFFIDAVIT AND NOTIFICATION OF SALE OF		
15		MOTOR VEHICLE	7	104
16	P-20	AFFIDAVIT & NOTIFICATION OF SALE OF		
17		MOTOR VEHICLE	7	107
18	P-21	AFFIDAVIT & NOTIFICATION OF SALE OF		
19		MOTOR VEHICLE	7	104
20	P-22	AFFIDAVIT CLAIM & DELIVERY, ALBERTA		
21		TIMMONS	7	90
22	P-23	AFFIDAVIT CLAIM & DELIVERY, JERRY		
23		MONTROSE	7	92
24	P-24	AFFIDAVIT CLAIM & DELIVERY, RALPH		
25		SEXTON	7	92

PROFESSIONAL V. TERRY WHITE, ET AL

1	NO.	I.D.	IN EV.
2	P-25	COMBINATION PROMISSORY NOTE, SECURITY	
3		AGREEMENT & DISCLOSURES, JERRY	
4		MONTROSE	27
5	C-1	ORIGINAL DEPOSITION OF TERRY WHITE ...	126
6			
7		(DEFENDANT'S EXHIBIT NOS. 1 THROUGH 7 WERE NEVER	
8		OFFERED IN EVIDENCE, AND WERE RETURNED TO THE DEFENDANT.)	
9			
10			
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25			

PROFESSIONAL V. TERRY WHITE, ET AL

1 (BILL OF SALE, ALBERTA TIMMONS, MARKED IN EVIDENCE AS
2 PLAINTIFF'S EXHIBIT NO. 1.)

3 (COMBINATION PROMISSORY NOTE, SECURITY AGREEMENT AND
4 DISCLOSURES MARKED IN EVIDENCE AS PLAINTIFF'S EXHIBIT NO.
5 2.)

6 (AFFIDAVIT AND NOTIFICATION OF SALE, JERRY MONTROSE,
7 MARKED IN EVIDENCE AS PLAINTIFF'S EXHIBIT NO. 3.)

8 (INVOICE, RALPH SEXTON, MARKED IN EVIDENCE AS
9 PLAINTIFF'S EXHIBIT NO. 4.)

10 (COMBINATION PROMISSORY NOTE, SECURITY AGREEMENT,
11 DISCLOSURES, RALPH SEXTON, MARKED IN EVIDENCE AS
12 PLAINTIFF'S EXHIBIT NO. 5.)

13 (BILL OF SALE, DANNY MUNN, MARKED IN EVIDENCE AS
14 PLAINTIFF'S EXHIBIT NO. 6.)

15 (MOTOR VEHICLE INSTALLMENT CONTRACT, DANNY MUNN,
16 MARKED IN EVIDENCE AS PLAINTIFF'S EXHIBIT NO. 7.)

17 (DANNY MUNN DOCUMENT MARKED IN EVIDENCE AS PLAINTIFF'S
18 EXHIBIT NO. 8.)

19 (AFFIDAVIT AND NOTICE OF SALE OF MOTOR VEHICLE, DANNY
20 MUNN, MARKED IN EVIDENCE AS PLAINTIFF'S EXHIBIT NO. 9.)

21 (APPLICATION FOR CERTIFICATE OF TITLE/REGISTRATION,
22 DANNY MUNN, MARKED IN EVIDENCE AS PLAINTIFF'S EXHIBIT NO.
23 10.)

24 (CONTRACT DATED 8/25/05, DANNY MUNN, MARKED IN
25 EVIDENCE AS PLAINTIFF'S EXHIBIT NO. 11.)

PROFESSIONAL V. TERRY WHITE, ET AL

1 (DANNY MUNN DOCUMENT, MARKED IN EVIDENCE AS
2 PLAINTIFF'S EXHIBIT NO. 12.)

3 (NOTICE OF DEFAULT AND RIGHT TO CURE, DANNY MUNN,
4 MARKED IN EVIDENCE AS PLAINTIFF'S EXHIBIT NO. 13.)

5 (LETTER DATED NOVEMBER 30, 2005 TO TERRY WHITE FROM
6 MR. STUDEMEYER MARKED IN EVIDENCE AS PLAINTIFF'S EXHIBIT
7 NO. 14.)

8 (RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT
9 MARKED IN EVIDENCE AS PLAINTIFF'S EXHIBIT NO. 15.)

10 (1 PAGE COPY OF 4 SMALL HANDWRITTEN NOTES MARKED IN
11 EVIDENCE AS PLAINTIFF'S EXHIBIT NO. 16.)

12 (AFFIDAVIT AND NOTIFICATION OF SALE OF MOTOR VEHICLE
13 MARKED IN EVIDENCE AS PLAINTIFF'S EXHIBIT NO. 17.)

14 (DEFENDANT EXHIBIT NOS. 1 THROUGH 7 MARKED FOR
15 IDENTIFICATION.)

16 THE COURT: ALL RIGHT. PLAINTIFF'S 1 THROUGH 17 ARE
17 IN EVIDENCE WITHOUT OBJECTION; IS THAT CORRECT?

18 MR. NETTLES: YES, YOUR HONOR.

19 THE COURT: OKAY. DEFENDANT'S 1 THROUGH 7 HAVE BEEN
20 MARKED FOR IDENTIFICATION PURPOSES AT THIS TIME BUT ARE NOT
21 IN EVIDENCE; IS THAT CORRECT?

22 MR. STUDEMEYER: THESE ARE PLAINTIFF'S EXHIBITS FOR
23 IDENTIFICATION.

24 (PLAINTIFF'S 18 THROUGH 24 WERE MARKED FOR
25 IDENTIFICATION.)

PROFESSIONAL V. TERRY WHITE, ET AL

1 MR. STUDEMEYER: YOUR HONOR, WOULD YOU CARE TO HEAR
2 OPENING STATEMENTS OR WOULD YOU JUST WANT US TO PROCEED
3 WITH TESTIMONY?

4 THE COURT: WELL, I'VE READ BOTH OF THE PRETRIAL
5 BRIEFS. I THINK I'VE GOT AN IDEA OF WHAT THE ISSUES ARE.
6 BUT IF YOU'D LIKE TO MAKE A PRELIMINARY REMARK, YOU'RE
7 WELCOME TO. OR IF YOU'D LIKE TO GO AHEAD AND JUST GET INTO
8 THE EVIDENCE, WE CAN DO THAT.

9 MR. STUDEMEYER: YOUR HONOR, I THINK I WILL MAKE A
10 BRIEF OPENING STATEMENT ---

11 THE COURT: ALL RIGHT.

12 MR. STUDEMEYER: --- IF I MAY. AGAIN, YOUR HONOR, I'M
13 GREG STUDEMEYER. I PRACTICE IN COLUMBIA; AT LEAST THAT'S
14 WHERE MY OFFICE IS. I ACTUALLY LIVE IN IRMO. BUT MY
15 PRACTICE KIND OF TAKES ME AROUND THE STATE A LITTLE BIT.

16 THE COURT: OKAY.

17 MR. STUDEMEYER: I REPRESENT PROFESSIONAL FINANCIAL
18 SERVICES. PROFESSIONAL IS A FINANCE COMPANY. THEY HAVE AN
19 OFFICE HERE IN FLORENCE. THEY ALSO HAVE A FEW OTHER
20 OFFICES AROUND THE STATE.

21 YOUR HONOR, BACK IN THE SUMMER OF 2005 COLLINS
22 AUTOMOTIVE WAS A USED CAR BUSINESS HERE IN FLORENCE. AT
23 THAT TIME THIS YOUNG LADY BACK HERE WITH THE BLUE COAT ON,
24 HER NAME IS LYNN STONE. SHE WORKED THERE AT COLLINS DOING
25 ADMINISTRATIVE-TYPE WORK, SECRETARIAL WORK DEALING WITH

PROFESSIONAL V. TERRY WHITE, ET AL

1 FINANCE COMPANIES, HANDLING PAPERWORK MOSTLY.

2 THERE WAS ANOTHER USED CAR LOT IN BUSINESS AT THE SAME
3 TIME THAT'S STILL IN BUSINESS, AND THAT'S TERRY WHITE'S
4 LOT. AND THIS IS MR. WHITE HERE WITH THE RED SHIRT TODAY.
5 HIS PLACE WAS DOWN IN TIMMONSVILLE.

6 I THINK WHAT WE'RE GOING TO BE ABLE TO DEMONSTRATE
7 TODAY IS THAT BACK IN THE SUMMER OF 2005 THERE WAS A
8 RELATIONSHIP BETWEEN MR. WHITE AND HIS BUSINESS AND THE
9 BUSINESS WHERE MS. STONE WORKED, COLLINS AUTOMOTIVE,
10 WHEREBY COLLINS WOULD COME INTO POSSESSION OF VEHICLES THAT
11 CAME FROM MR. WHITE'S PLACE DOWN IN TIMMONSVILLE. AND
12 THOSE VEHICLES WERE THEN OFFERED TO CUSTOMERS OF COLLINS.

13 THERE ARE THREE CUSTOMERS WE'RE GOING TO TALK ABOUT
14 TODAY. ONE IS MS. ALBERTA TIMMONS, THIS LADY HERE WITH A
15 PINK SHIRT ON. ANOTHER CUSTOMER IS MR. RALPH SEXTON, THIS
16 GENTLEMAN WITH A BLUE SHIRT ON. ANOTHER CUSTOMER IS THE
17 GENTLEMAN IN THE BACK, JERRY MONTROSE. AND THEN FINALLY
18 MR. DANNY MUNN, HERE THE GENTLEMAN WITH THE LIGHT COLORED
19 SHIRT ON. THESE ARE JUST NORMAL CONSUMERS, YOUR HONOR.
20 EACH OF THESE PEOPLE SHOWED UP AT COLLINS AUTOMOTIVE
21 BELIEVING THEY WERE BUYING A VEHICLE FROM COLLINS WITHOUT
22 ANY NOTICE THAT MR. WHITE CLAIMED AN INTEREST IN THE
23 VEHICLE.

24 THREE OUT OF THE FOUR CUSTOMERS ACTUALLY MADE DOWN
25 PAYMENTS TO COLLINS FOR THE VEHICLE THEY PURCHASED, WHICH

PROFESSIONAL V. TERRY WHITE, ET AL

1 IS GONE.

2 EACH OF THE FOUR CUSTOMERS SIGNED INSTALLMENT
3 CONTRACTS. THREE OF THOSE CUSTOMERS -- MS. TIMMONS, MR.
4 SEXTON, AND MR. MONTROSE SIGNED INSTALLMENT CONTRACTS
5 OBLIGATING THEMSELVES TO MAKE PAYMENTS TO RMC FINANCIAL, A
6 FINANCE COMPANY RIGHT ACROSS THE STREET FROM THE
7 COURTHOUSE. AND MR. BILL BUCKNER, THE GENTLEMAN WITH THE
8 WHITE SHIRT ON, HE'S THE MANAGER OF RMC.

9 IN EACH OF THOSE INSTANCES MR. BUCKNER ISSUED CHECKS
10 TO COLLINS AUTOMOTIVE AND IN RETURN GOT RETAIL INSTALLMENT
11 CONTRACTS, AND HE WAS SUPPOSED TO COLLECT THE PAYMENTS.

12 EVERYBODY DEALT IN GOOD FAITH, I BELIEVE. AT LEAST
13 EVERYBODY ON THIS SIDE.

14 MR. MUNN, HIS WAS A LITTLE BIT DIFFERENT BECAUSE MR.
15 MUNN ACTUALLY HIS -- HE MADE THE DOWN PAYMENT, BUT HIS
16 VEHICLE WAS FINANCED THROUGH PROFESSIONAL FINANCIAL
17 SERVICES. AND STEVEN LEROY IS HERE WITH ME TODAY, HE'S THE
18 MANAGER OF THE FLORENCE BRANCH.

19 AND, AGAIN, MR. LEROY ISSUED A CHECK TO COLLINS, TOOK
20 A RETAIL INSTALLMENT CONTRACT BY ASSIGNMENT AND EXPECTED TO
21 RECEIVE MONTHLY PAYMENTS ON THE VEHICLE THAT MUNN BOUGHT
22 FROM COLLINS.

23 I THINK WHAT WE WILL BE ABLE TO PRESENT TO YOU -- AT
24 LEAST FROM DANNY MUNN'S POINT OF VIEW, OUR CUSTOMER, THAT
25 MR. MUNN BEGAN -- HE HAD DIFFICULTY GETTING A LICENSE TAG

PROFESSIONAL V. TERRY WHITE, ET AL

1 FROM COLLINS. HE WENT BACK TO COLLINS REPEATEDLY TRYING TO
2 GET A LICENSE TAG, AND KEPT GETTING STORIES THAT DIDN'T
3 MAKE SENSE TO HIM. AND ULTIMATELY HE WENT TO SEE MR.
4 WHITE, EXPLAIN TO MR. WHITE HAVING DIFFICULTY GETTING A
5 LICENSE TAG OUT OF COLLINS, DO YOU KNOW WHY?

6 MR. MUNN IS GOING TO SAY THAT MR. WHITE REPLIED, YEAH,
7 I KNOW WHY BECAUSE COLLINS NEVER PAID ME FOR THAT VEHICLE.
8 I'VE BEEN LOOKING FOR IT. AND BY THE WAY, YOU'RE SUPPOSED
9 TO BE IN FRONT OF THE MAGISTRATE DOWN HERE IN TIMMONSVILLE
10 WITHIN A COUPLE OF DAYS.

11 MR. MUNN WAS LED TO BELIEVE THAT HE WAS GOING TO GO TO
12 JAIL UNLESS HE APPEARED IN THAT MAGISTRATE'S COURT. AND HE
13 DID.

14 WHAT WE WILL PRESENT TO YOU, YOUR HONOR, IS THAT I
15 BELIEVE IT WAS ON NOVEMBER 28 OF 2005 THAT THERE WAS A
16 HEARING IN TIMMONSVILLE IN FRONT OF JUDGE LYNCH THAT DANNY
17 MUNN WENT BECAUSE HE WAS TOLD HE HAD TO BE THERE.

18 MS. TIMMONS WAS THERE, MR. MONTROSE WAS THERE, MR.
19 SEXTON WAS THERE, MR. BUCKNER WAS THERE. PROFESSIONAL
20 WASN'T EVEN NOTIFIED. WE WEREN'T NOTIFIED.

21 BUT IN ANY EVENT, WHAT YOU WILL SEE TODAY -- WHAT WE
22 WILL PRESENT TO YOU ARE THREE AFFIDAVITS THAT MR. WHITE
23 SIGNED THAT WERE FILED WITH THE MAGISTRATE'S COURT. HE
24 SIGNED THREE AFFIDAVITS AND HE HAS ADMITTED IN HIS
25 DEPOSITION CONTAINED FALSE INFORMATION.

PROFESSIONAL V. TERRY WHITE, ET AL

1 THOSE AFFIDAVITS INDICATED THAT HE HAD AGREEMENTS WITH
2 TIMMONS, MONTROSE, AND SEXTON TO SELL THEM A VEHICLE AND
3 THAT HE TOOK A SECURITY INTEREST IN THE VEHICLE; THAT'S
4 FALSE.

5 HE'S ALSO ADMITTED UNDER OATH ALREADY THAT THE
6 AFFIDAVITS ARE FALSE BECAUSE EACH AFFIDAVIT INDICATES THAT
7 HE, WHITE, SENT A NOTICE TO CURE EACH OF THOSE THREE
8 CUSTOMERS. HE DID NOT -- HE -- WE WILL ALSO SHOW YOU, YOUR
9 HONOR, THAT HIS AFFIDAVITS WERE FALSE BECAUSE IN EACH
10 AFFIDAVIT HE SWORE BEFORE THAT MAGISTRATE THAT HE HAD
11 POSTED A STATUTORY CLAIM AND DELIVERY BOND FOR EACH OF
12 THOSE VEHICLES. HE DID NOT.

13 AND AS A RESULT OF ALL THAT, THE MAGISTRATE THEN IN
14 TIMMONSVILLE ISSUED ORDERS FOR IMMEDIATE SEIZURE OF THE
15 PROPERTY. AND AS A RESULT MS. TIMMONS' CAR WAS TAKEN FROM
16 HER AT HER PLACE OF EMPLOYMENT WITHOUT ANY NOTICE, WITHOUT
17 ANY BOND, WITHOUT ANY HEARING.

18 MR. SEXTON HAD BOUGHT A VAN -- A HANDICAPPED EQUIPPED
19 VAN FOR HIS WIFE WHO HAD A BROKEN HIP. AND MR. WHITE WITH
20 HIS IMMEDIATE SEIZURE ORDER CAME AND TOOK THE HANDICAP VAN
21 AWAY FROM MR. SEXTON.

22 AND MR. MONTROSE BACK THERE -- MR. WHITE WITH AN ORDER
23 FOR IMMEDIATE SEIZURE IN HAND BASED UPON A FALSE AFFIDAVIT
24 CAME AND TOOK HIS PICKUP TRUCK FROM HIM, A TRUCK THAT HE
25 DEPENDDED ON FOR HIS BUSINESS. HE LOST HIS TRUCK.

PROFESSIONAL V. TERRY WHITE, ET AL

1 SO ANYWAY, THE DAY OF THE HEARING DANNY MUNN IS THERE.
2 HE HADN'T BEEN SUED, HADN'T BEEN SERVED. THANK GOD THERE
3 HAD BEEN NO FALSE AFFIDAVIT IN HIS CASE. BUT NONE THE
4 LESS, HE SHOWED UP. AND THE MAGISTRATE AFTER HEARING ALL
5 THIS, TOLD DANNY MUNN, YOU'LL BE SURRENDERING YOUR VEHICLE
6 TO TERRY WHITE AS WELL. AND DANNY BELIEVED HE WOULD GO TO
7 JAIL OTHERWISE.

8 SO THAT'S KIND OF WHERE -- HOW THIS ALL BEGAN. NOW,
9 WHAT WE ALSO EXPECT TO SHOW AND WHAT'S ALREADY IN EVIDENCE
10 IS THERE'S A LETTER -- WHEN PROFESSIONAL FOUND OUT ABOUT
11 THIS -- PROFESSIONAL HAD NO IDEA THAT ANY OF THIS WAS GOING
12 ON IN MAGISTRATE'S COURT IN TIMMONSVILLE, NO IDEA. BUT
13 THEY DID KNOW THAT THEIR CUSTOMER, MR. MUNN WAS HAVING
14 DIFFICULTY GETTING A TAG.

15 AROUND THE SAME TIME THAT THIS HEARING TOOK PLACE,
16 PROFESSIONAL ASKED ME TO NOTIFY MR. WHITE OF THEIR
17 INTEREST. AND WHAT'S IN EVIDENCE MARKED AS PLAINTIFF'S
18 EXHIBIT NO. 14 IS A LETTER FROM ME TO MR. WHITE ADVISING
19 HIM THAT PROFESSIONAL CLAIMED A SECURITY INTEREST IN THE
20 VEHICLE THAT IT HAD FINANCED FOR MR. MUNN AND ON WHICH IT
21 HAD ADVANCED A SIGNIFICANT AMOUNT OF MONEY TO MR. COLLINS.

22 WE SUGGESTED IN THAT LETTER, EXHIBIT NO. 14, THAT
23 REGARDLESS OF WHATEVER HIS ARRANGEMENT WITH MR. COLLINS
24 WAS, THAT DANNY MUNN WAS A BUYER IN THE ORDINARY COURSE OF
25 BUSINESS AND THAT HE WAS AN ENTRUSTER UNDER THE PROVISIONS

PROFESSIONAL V. TERRY WHITE, ET AL

1 OF THE UNIFORM COMMERCIAL CODE. AND BY ENTRUSTING THAT
2 1999 FORD F-150 TO COLLINS, HE GAVE COLLINS THE POWER -- IF
3 NOT THE RIGHT, HE GAVE COLLINS THE POWER TO TRANSFER THAT
4 VEHICLE TO MUNN, A BUYER IN THE ORDINARY COURSE OF
5 BUSINESS, AND TO ALLOW PROFESSIONAL TO TAKE A SECURITY
6 INTEREST. WE SUGGESTED AT THAT TIME THREE YEARS AGO, YOU
7 NEED TO SURRENDER THE CERTIFICATE OF TITLE TO US. WE HAVE
8 PRIORITY.

9 AND MR. WHITE CHOSE NOT TO DO THAT.

10 IN FACT, THAT WAS REALLY AN OPPORTUNITY TO TAKE PAUSE
11 AND SAY, WAIT A MINUTE. YOU KNOW, MAYBE I'M WRONG. BUT
12 UNFORTUNATELY, THAT DIDN'T HAPPEN.

13 MR. WHITE THEN -- HE HELD ONTO THIS VEHICLE OF DANNY
14 MUNN'S FOR ALMOST A YEAR. AND THEN HE ULTIMATELY RE-SOLD
15 IT TO SOMEBODY ELSE. AND HE SOLD MS. TIMMONS' VEHICLE.
16 AND HE SOLD MR. MONTROSE'S VEHICLE. AND HE SOLD MR.

17 SEXTON'S VEHICLE. AND THEY LOST THEIR DOWN PAYMENT. THEY
18 LOST THEIR MONTHLY PAYMENTS. AND THEY LOST THEIR VEHICLE.
19 THEY ARE OUT.

20 MR. BUCKNER OVER HERE FROM RMC, HE ADVANCED MONEY ON
21 ALL THREE OF THOSE OTHER VEHICLES: TIMMONS, SEXTON,
22 MONTROSE. HE'S OUT.

23 NOW, MR. LEROY HERE, HE HAD PAID SOME MONEY ON THE
24 MUNN VEHICLE. HE'S OUT.

25 THE ONLY PERSON WHO IS WHOLE IS MR. WHITE, AND HE'S

PROFESSIONAL V. TERRY WHITE, ET AL

1 THE GUY WHO CREATED THE TRAIN WRECK.

2 THE COURT: WHAT ABOUT MR. COLLINS?

3 MR. STUDEMEYER: MR. COLLINS AT THE TIME, HE WAS OFF
4 TO FINISHING SCHOOL AS I UNDERSTAND. HE HAD OTHER
5 PROBLEMS.

6 ONE OF THOSE -- A SIGNIFICANT POINT, THE ONLY PERSON
7 WHO REALLY COULD HAVE BEEN PROTECTED HERE WAS MR. WHITE,
8 BECAUSE HE'S AN AUTOMOBILE DEALER. HE'S BEEN IN THE
9 BUSINESS FOR 15 YEARS. HE KNOWS HOW THE BUSINESS OPERATES.
10 HE KNOWS THAT IN ORDER TO HAVE A DEALER'S LICENSE, THAT YOU
11 HAVE TO PUT UP A DEALER'S BOND TO PROTECT PEOPLE FROM FRAUD
12 AND UNFAIR TRADE PRACTICES AND THINGS OF THAT NATURE. AND
13 HE KNEW THAT. AND HE COULD HAVE COLLECTED HIS MONEY FROM
14 MR. COLLINS' BOND. PROFESSIONAL COULDN'T AND RMC COULDN'T
15 BECAUSE THEY WEREN'T OWNERS OF AUTOMOBILES.

16 HE COULD HAVE, BUT INSTEAD HE TOOK THE EASY WAY OUT
17 AND WENT AND SNATCHED VEHICLES THAT HE KNEW HAD BEEN SOLD
18 AND HAD BEEN FINANCED AND LEFT EVERYBODY ELSE TO DEAL WITH
19 THE AFTERMATH.

20 SO THAT'S WHAT WE EXPECT TO SHOW YOUR HONOR TODAY.

21 WE'VE BROUGHT THREE CAUSES OF ACTION. ONE IS FOR
22 CLAIM AND DELIVERY, STILL A VIABLE CAUSE OF ACTION EVEN
23 THOUGH HE SOLD THE VEHICLE BECAUSE THE LAW SAYS THAT IF A
24 DELIVERY CAN'T BE HAD, THE COURT CAN AWARD DAMAGES BOTH
25 ACTUAL AND PUNITIVE. WE THINK PUNITIVE DAMAGES ARE IN

PROFESSIONAL V. TERRY WHITE, ET AL

1 ORDER HERE.

2 THE SECOND CAUSE OF ACTION IS FOR CONVERSION BECAUSE
3 WE HAD AN INTEREST IN THE VEHICLE THAT HE SEIZED, THAT HE
4 TOOK CONTROL OVER, AND THAT HE DISPOSED OF.

5 AND THEN FINALLY, WE'VE BROUGHT AN ACTION FOR
6 VIOLATION OF THE UNFAIR TRADE PRACTICES ACT. AND WE
7 BELIEVE WE WILL BE ABLE TO DEMONSTRATE THAT THERE HAS BEEN
8 A REPETITIVE UNFAIR CONDUCT.

9 AND IT'S ESPECIALLY IMPORTANT IN THIS CASE, YOUR
10 HONOR, BECAUSE PROFESSIONAL HAS INCURRED A SUBSTANTIAL
11 AMOUNT OF MONEY IN ATTORNEY'S FEES CHASING MR. WHITE OVER
12 THE LAST THREE YEARS. ALL THIS COULD HAVE BEEN AVOIDED IF
13 HE HAD JUST RESPONDED APPROPRIATELY TO A LETTER THAT HE
14 ACKNOWLEDGES HE RECEIVED, AND IS MARKED AS PLAINTIFF'S
15 EXHIBIT NO. 14.

16 SO THAT'S WHAT WE EXPECT TO PRESENT. THANK YOU.

17 THE COURT: THANK YOU, SIR.

18 MR. NETTLES: YOUR HONOR, PLEASE.

19 THE COURT: MR. NETTLES.

20 MR. NETTLES: WE'LL START WITH THE PLEADINGS.
21 PARAGRAPHS 10 AND 11 OF THE COMPLAINT ARE ADMITTED, NO
22 QUESTION ABOUT IT; THAT'S THE LAW OF THE CASE.

23 NO. 10 SAID MUNN MET WITH THE DEFENDANT, TERRY WHITE,
24 AND FURNISHED MUNN WITH THE KEYS AND AUTHORIZED HIM TO
25 DRIVE THE VEHICLE AWAY FROM THE DEFENDANT'S PLACE OF

PROFESSIONAL V. TERRY WHITE, ET AL

1 BUSINESS; AND, TWO, MUNN EXECUTED NO DOCUMENTS OR OTHERWISE
2 ENTERED INTO ANY TRANSACTION WITH THE DEFENDANTS TO
3 PURCHASE THE VEHICLE FROM THEM.

4 THIS VEHICLE BELONGED TO WHITE'S AUTO SALES. THEY HAD
5 TITLE TO IT. HE HAD EVERY RIGHT TO THE POSSESSION OF THE
6 VEHICLE.

7 I WILL BE OBJECTING TO THIS DISCUSSION ABOUT WHAT
8 PLEADINGS WERE FILED IN MAGISTRATE'S COURT; THAT'S A
9 COLLATERAL ATTACK ON THOSE PLEADINGS. WHITE'S AUTO SALE
10 WON THAT CASE IN MAGISTRATE'S COURT. HE WAS APPEALED TO
11 THIS COURT. THE COURT FOUND IN FAVOR OF WHITE'S AUTO
12 SALES. ANY DISCUSSION OF WHAT WENT ON IN THE MAGISTRATE'S
13 COURT IS A COLLATERAL ATTACK WHICH WOULD BE IMPROPER.

14 BUT ANYWAY, THE LAW IS THAT MR. WHITE, WHITE'S AUTO
15 SALES, HAD TITLE TO THIS VEHICLE. THEY WANT TO GO BEYOND
16 WHAT THE STATUTE PROVIDES FOR CHANGES IN TITLE. THEY WANT

17 TO SAY SOMEHOW THAT MR. WHITE HAD A QUOTE, UNQUOTE
18 RELATIONSHIP. WELL, RELATIONSHIP HAS NO MEANING IN THE
19 LAW. JUST LIKE PROFESSIONAL FINANCIAL SERVICES HAD A
20 RELATIONSHIP WITH MR. MUNN -- I MEAN, MR. COLLINS WHERE
21 THEY WOULD BUY TITLES FROM HIM.

22 WE'VE PROVIDED YOUR HONOR WITH THE STATUTES THAT
23 APPLY. WE'VE PROVIDED YOU WITH THE DEMARCO (PHONETIC)
24 CASE. BUT IT'S SIMPLY THIS, PROFESSIONAL AUTO SALES (SIC)
25 HAS NO TITLE TO THIS VEHICLE. THEIR INTEREST IN THIS

PROFESSIONAL V. TERRY WHITE, ET AL

1 VEHICLE IS THE SAME AS MR. MUNN'S. MR. MUNN TO -- TO --
2 MR. MUNN PICKED THE VEHICLE UP FROM MR. WHITE, TOOK IT TO
3 COLLINS TO TRY TO GET THE FINANCING. AND DECIDED TO BUY IT
4 AND KEPT IT.

5 MR. WHITE WAS NOT PAID FOR IT, SO THEY'VE GOT NO
6 TITLE. AND PROFESSIONAL AUTO SALES (SIC) -- AUTO FINANCE
7 HAS NO CLAIM TO THE VEHICLE IN QUESTION.

8 THE COURT: ALL RIGHT. MR. STUDEMAYER, CALL YOUR
9 FIRST WITNESS.

10 MR. STUDEMAYER: PLEASE THE COURT. YOUR HONOR, AT
11 THIS TIME I WOULD CALL MS. LYNN STONE TO COME FORWARD.

12 LYNN STONE, BEING FIRST DULY
13 SWORN, TESTIFIED AS FOLLOWS:

14 CLERK: PLEASE BE SEATED AND STATE YOUR NAME FOR THE
15 RECORD.

16 WITNESS: LYNN STONE.

17 DIRECT EXAMINATION BY MR. STUDEMAYER:

18 Q LYNN, WHAT DO YOU DO FOR A LIVING?

19 A NOW I OWN A CAR LOT.

20 Q OKAY.

21 A AND A RECOVERY COMPANY.

22 Q I'M SORRY?

23 A A CAR LOT AND A RECOVERY COMPANY.

24 Q OKAY. WHAT IS THE NAME YOUR BUSINESS?

25 A 52 AUTO SALES.

- 1 Q AND WHERE IS IT LOCATED?
- 2 A IN DARLINGTON.
- 3 Q OKAY. HOW LONG HAVE YOU HAD YOUR BUSINESS?
- 4 A NOW 3 YEARS.
- 5 Q OKAY. AND BEFORE THAT, WHAT DID YOU DO?
- 6 A I WORKED FOR COLLINS AUTOMOTIVE.
- 7 Q AND HOW LONG DID YOU WORK FOR COLLINS AUTOMOTIVE?
- 8 A ABOUT A YEAR, YEAR AND A HALF.
- 9 Q ALL RIGHT. AND WHAT WAS COLLINS AUTOMOTIVE?
- 10 A CAR LOT. USED CAR LOT.
- 11 Q WHERE WAS IT LOCATED?
- 12 A ON PAMPLICO HIGHWAY.
- 13 Q THAT'S HERE IN FLORENCE?
- 14 A YES, SIR.
- 15 Q OKAY. WHAT DID YOU DO FOR COLLINS AUTOMOTIVE?
- 16 A I WOULD TYPE THE PAPERWORK, BILL OF SALES, TRY TO GET
- 17 LOANS DONE FOR THE CUSTOMERS, APPLICATION, ABOUT IT.
- 18 Q OKAY. YOU SAID YOU TYPED THE PAPERWORK?
- 19 A YEAH.
- 20 Q OKAY. BILLS OF SALE?
- 21 A YEAH.
- 22 Q AND INSTALLMENT CONTRACTS, THINGS LIKE THAT?
- 23 A YEAH.
- 24 Q OKAY. LET ME ASK YOU, WHAT BUSINESS -- FIRST OF ALL,
- 25 ARE YOU FAMILIAR WITH TERRY WHITE?

PROFESSIONAL V. TERRY WHITE, ET AL

1 A YES.

2 Q OKAY. AND HOW DO YOU KNOW TERRY WHITE?

3 A I'VE KNOWN TERRY WHITE PROBABLY 10, 15 YEARS, JUST

4 FROM FLORENCE AND BEING IN THE CAR BUSINESS, I'VE KNOWN

5 TERRY.

6 Q AND ARE YOU FAMILIAR WITH HIS BUSINESS?

7 A YES.

8 Q WHAT IS HIS BUSINESS?

9 A A USED CAR LOT.

10 Q WHERE IS THAT?

11 A IN TIMMONSVILLE.

12 Q ALL RIGHT. NOW, WHAT RELATIONSHIP IF ANY EXISTED

13 BETWEEN COLLINS AUTOMOTIVE AND MR. WHITE AND HIS BUSINESS

14 IN TIMMONSVILLE WHEN YOU WORKED AT COLLINS?

15 A YOU MEAN A PERSONAL RELATIONSHIP OR JUST A BUSINESS

16 RELATIONSHIP? ARE YOU TALKING ABOUT HIM AND SCOTT?

17 Q ANY KIND OF RELATIONSHIP? WHAT DO YOU KNOW ABOUT

18 THAT?

19 A EVERY NOW AND THEN -- AND I'M JUST GOING TO SAY ALL

20 DEALERS. IF YOU NEED A VEHICLE, YOU CAN GO TO A DEALER,

21 I'VE GOT A CUSTOMER WANTING THIS VEHICLE. CAN I TAKE IT

22 AND BRING YOU THE MONEY BACK? ALL DEALERS DO IT. AND THAT

23 WAS WHAT HAPPENED HERE. SCOTT COLLINS NEEDED A VEHICLE FOR

24 A COUPLE OF HIS CUSTOMERS. HE WENT TO TERRY WHITE.

25 MR. NETTLES: YOUR HONOR, I'M GOING TO OBJECT TO THIS.

PROFESSIONAL V. TERRY WHITE, ET AL

1 THIS IS CONTRARY TO THE PLEADINGS.

2 MR. STUDEMAYER: YOUR HONOR, I DON'T BELIEVE THIS IS
3 CONTRARY TO THE PLEADINGS, BECAUSE I CAN POINT OUT TO YOU
4 -- PARAGRAPH 7 IS WHERE WE ARE.

5 MR. NETTLES: YOUR HONOR, PLEASE. THAT'S A CONTESTED
6 ISSUE. SHE'S TESTIFYING ABOUT HIM GOING TO COLLINS OR
7 COLLINS GOING TO WHITE APPARENTLY. THAT'S NOT WHAT THE
8 PLEADINGS SAY, AND WE NEED TO BE CLEAR ABOUT THAT. AND ON
9 TOP OF THAT, IT APPEARS TO BE HEARSAY.

10 THE COURT: MR. STUDEMAYER?

11 MR. STUDEMAYER: YOUR HONOR, I DON'T THINK IT'S
12 UNCOMMON THAT YOU HAVE DISPUTED FACTS IN A TRIAL. WE HAVE
13 SET OUT IN THE PLEADINGS EXACTLY WHAT OUR POSITION IS. AND
14 CERTAINLY, MR. WHITE CAN, YOU KNOW, TESTIFY OTHERWISE. BUT
15 THIS IS SOMEONE WHO WORKED AT COLLINS AT THE TIME, DID THE
16 PAPERWORK, AND IS FAMILIAR WITH THE BUSINESS. I THINK HER
17 TESTIMONY IS ENTITLED TO SOME WEIGHT.

18 THE COURT: ALL RIGHT. I'M GOING TO OVERRULE THE
19 OBJECTION AND ALLOW THE QUESTION.

20 MR. STUDEMAYER: THANK YOU, YOUR HONOR.

21 Q OKAY. I THINK WHERE WE WERE WAS YOU SAID SOMETHING
22 LIKE THE RELATIONSHIP BETWEEN COLLINS AND TERRY WHITE WAS
23 LIKE A RELATIONSHIP AMONG ALL CAR DEALERS?

24 A ALL CAR DEALERS, YEAH.

25 Q ALL CAR DEALERS, IF THEY DON'T HAVE A PARTICULAR

- 1 VEHICLE AND THEY NEED IT CAN GO TO ANOTHER CAR DEALER, GET
2 THE CAR, SELL IT, AND THEN REMIT THE MONEY?
3 A YEAH.
4 Q THAT'S THE WAY IT'S SUPPOSED TO BE?
5 A YEAH, THAT'S THE WAY IT'S SUPPOSED TO WORK, YEAH.
6 Q AND THAT'S A COMMON PRACTICE IN THE CAR BUSINESS?
7 A RIGHT.
8 Q AND IS IT STILL A COMMON PRACTICE?
9 A IT'S STILL A COMMON PRACTICE, YEAH.
10 Q CAR DEALERS ALL OVER DARLINGTON AND FLORENCE STILL DO
11 THAT?
12 A YES. I EVEN DO IT MYSELF. I LET DEALERS GET SOME OF
13 MY CARS.
14 Q OKAY. DO YOU UNDERSTAND THE RISK INVOLVED?
15 A OH, YEAH.
16 Q OKAY.
17 A THAT'S WHY YOU NEED TO BE CAREFUL.
18 Q ALL RIGHT. NOW, ARE YOU FAMILIAR WITH RMC FINANCIAL?
19 A YES, SIR.
20 Q OKAY. AND WHO IS RMC FINANCIAL?
21 A IT'S A LOAN COMPANY HERE IN FLORENCE.
22 Q OKAY. WHAT BUSINESS IF ANY DID COLLINS CONDUCT WITH
23 RMC?
24 A THEY'VE DONE SOME LOANS, CAR LOANS WITH RMC.
25 Q OKAY. AND TELL THE COURT HOW THAT WORKS?

1 A THE CUSTOMER COMES IN, YOU TAKE A APPLICATION, SEND IT
2 TO THE LOAN COMPANIES. THEY LOOK AT IT. THEY'LL CALL YOU
3 BACK. THEY'LL APPROVE IT OR NOT APPROVE IT. OR IF THEY
4 GOT A STIP ON HOW MUCH THEY'LL LOAN THIS CUSTOMER, THEY'LL
5 DO IT. YOU COLLECT THE STIPS AND EVERYTHING FROM THE
6 CUSTOMER, SEND IT BACK TO THE LOAN COMPANIES. AND WHEN
7 EVERYTHING IS READY, THE LOAN COMPANY WILL CALL YOU AND YOU
8 CAN COME PICK UP YOUR CHECK, BUT YOU'VE GOT TO BRING THE
9 CONTRACTS AND EVERYTHING TO THEM.

10 Q OKAY. YOU MENTIONED THE WORD STIP A COUPLE TIMES.
11 TELL THE COURT WHAT THAT IS?

12 A STIPULATION IS YOUR CHECK STUBS, PROOF OF RESIDENCE,
13 INSURANCE, DRIVER'S LICENSE, SOCIAL SECURITY CARD.

14 Q SO JUST SUPPORTING DOCUMENTATION?

15 A RIGHT.

16 Q OKAY. NOW, ARE YOU FAMILIAR WITH PROFESSIONAL
17 FINANCIAL SERVICES?

18 A YES, SIR.

19 Q WHAT RELATIONSHIP IF ANY DID COLLINS HAVE WITH
20 PROFESSIONAL?

21 A THE SAME KIND OF RELATIONSHIP, JUST A BUSINESS
22 RELATION.

23 Q ALL RIGHT. NOW, DO YOU -- ARE YOU FAMILIAR WITH MS.
24 TIMMONS?

25 A I'M NOT SURE. SHE LOOKS FAMILIAR, BUT I'M NOT SURE.

1 I'M NOT SURE.

2 Q ALL RIGHT. LET ME ASK YOU IF YOU RECOGNIZE WHAT'S
3 BEEN MARKED AS PLAINTIFF'S EXHIBIT NO. 1 THAT'S ALREADY IN
4 EVIDENCE?

5 A IT'S A '95 FORD EXPLORER BLACK. I WANT TO SAY I KIND
6 OF REMEMBER SOME OF THIS. BUT I WAS THINKING THAT THIS
7 VEHICLE DIDN'T COME FROM TERRY WHITE'S AT THE TIME. IF I'M
8 NOT MISTAKEN, THIS IS THE CUSTOMER THAT A VEHICLE WAS SOLD
9 TO. SHE DID NEED TAGS AND STUFF. BUT SCOTT COLLINS SAID
10 HE LOST THE TITLE ON THIS ONE. HE COULD NEVER GIVE A TITLE
11 FOR HER VEHICLE.

12 Q ALL RIGHT. LET ME ASK YOU THIS. YOU SAID YOU TYPED
13 THE PAPERWORK?

14 A RIGHT, JUST PRINT IT OUT.

15 Q IS THIS ONE OF THE DOCUMENTS YOU WOULD HAVE TYPED FOR
16 COLLINS AUTOMOTIVE?

17 A YES, SIR.

18 Q ALL RIGHT. WHAT IS IT? JUST WHAT IS THE DOCUMENT?

19 A THIS IS THE BILL OF SALE, THIS IS THE PURCHASE ORDER.

20 Q THIS IS THE BILL OF SALE BETWEEN COLLINS AUTOMOTIVE
21 AND MS. TIMMONS?

22 A RIGHT. AND THIS ALSO GOES BACK TO THE LOAN COMPANY.

23 Q OKAY. AND ACCORDING TO THAT DOCUMENT, COLLINS
24 AUTOMOTIVE SOLD A 1995 FORD EXPLORER TO MS. TIMMONS?

25 A RIGHT.

- 1 Q AND HOW MUCH WAS THAT?
- 2 A TOTAL WAS 5105.68.
- 3 Q OKAY. AND HOW MUCH DID MS. TIMMONS PAY DOWN AS A DOWN
- 4 PAYMENT?
- 5 A A THOUSAND DOLLARS.
- 6 Q ALL RIGHT. NOW, LET ME HAND YOU WHAT'S BEEN MARKED AS
- 7 EXHIBIT NO. 2 AND ASK YOU IF YOU RECOGNIZE THAT DOCUMENT?
- 8 A THIS WOULD BE THE CONTRACT. YEAH, THIS IS THE
- 9 CONTRACT.
- 10 Q ALL RIGHT. WHEN YOU SAY CONTRACT, WHAT DO YOU MEAN BY
- 11 THAT?
- 12 A THIS IS THE CONTRACT THAT WOULD COME FROM THE LOAN
- 13 COMPANY. SHE WOULD SIGN THIS CONTRACT. WE WOULD TAKE IT
- 14 TO THE LOAN COMPANY.
- 15 Q IN THIS CASE THAT WOULD HAVE BEEN RMC FINANCIAL?
- 16 A RIGHT.
- 17 Q AND HOW MUCH DID RMC FINANCIAL AGREE TO FINANCE FOR
- 18 MS. TIMMONS?
- 19 A 4745.61 -- YEAH, 50. 4537.50.
- 20 Q ALL RIGHT. AND SHE WAS SUPPOSED TO MAKE MONTHLY
- 21 PAYMENTS OF HOW MUCH AND FOR HOW LONG?
- 22 A 198.84 FOR 35 MONTHS.
- 23 Q OKAY. VERY GOOD. ALL RIGHT. LET ME ASK YOU, ARE YOU
- 24 FAMILIAR WITH MR. MONTROSE?
- 25 A YES.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q OKAY. AND ARE YOU RELATED TO MR. MONTROSE?
- 2 A YES.
- 3 Q HOW ARE YOU RELATED TO HIM?
- 4 A MY STEP-BROTHER.
- 5 Q OKAY. WOULD YOU HAVE ALLOWED YOUR STEP-BROTHER TO GET
- 6 INTO ANYTHING RISKY?
- 7 A NO.
- 8 MR. NETTLES: OBJECTION, IT'S LEADING, YOUR HONOR.
- 9 THE COURT: SUSTAINED.
- 10 Q YOU HAVE A GOOD RELATIONSHIP WITH YOUR STEP-BROTHER?
- 11 A YEAH.
- 12 Q OKAY. LET ME ASK YOU. IF YOU RECOGNIZE PLAINTIFF'S
- 13 EXHIBIT NO. 3?
- 14 A BILL OF SALE.
- 15 Q OKAY. AND THAT WAS A BILL OF SALE BETWEEN COLLINS AND
- 16 WHO?
- 17 A JERRY MONTROSE.
- 18 Q DID YOU PREPARE THAT DOCUMENT?
- 19 A YES.
- 20 Q OKAY. AND WHAT KIND OF VEHICLE DID MR. MONTROSE BUY?
- 21 A A '97 FORD F-150.
- 22 Q OKAY. AND LET ME HAND YOU WHAT'S MARKED AS ---
- 23 (PAUSE.)
- 24 MR. NETTLES: I HAVE NO OBJECTION TO THIS, YOUR HONOR.
- 25 MR. STUDEMEYER: LET'S MARK THIS.

1 THE COURT: THAT WILL BE PLAINTIFF'S NO. 25.
2 MR. STUDEMEYER: AND THAT'S WITHOUT OBJECTION, YOU
3 SAY?
4 MR. NETTLES: YES, NO. 25 IN WITHOUT OBJECTION.
5 THE COURT: ALL RIGHT. THANK YOU, SIR.
6 (COMBINATION PROMISSORY NOTE, SECURITY AGREEMENT AND
7 DISCLOSURES, JERRY MONTROSE, MARKED IN EVIDENCE AS
8 PLAINTIFF'S EXHIBIT NO. 25.)
9 Q TAKE A LOOK AT, IF YOU WOULD, EXHIBIT NO. 25 AND TELL
10 US DO YOU RECOGNIZE THAT?
11 A IT'S A CONTRACT.
12 Q AND A CONTRACT BETWEEN WHO AND WHO?
13 A RMC FINANCIAL AND JERRY MONTROSE.
14 Q AND HOW MUCH DID RMC FINANCE FOR MR. MONTROSE'S
15 PURCHASE?
16 A 8,084.
17 Q DO YOU KNOW WHERE THIS PARTICULAR VEHICLE CAME FROM?
18 A IT CAME FROM TERRY WHITE.
19 Q OKAY. ALL RIGHT. NOW, ARE YOU FAMILIAR WITH RALPH
20 SEXTON?
21 A SORT OF. I'M NOT 100 PERCENT SURE ON THAT ONE. I
22 DIDN'T HAVE A WHOLE LOT OF DEALING WITH THAT ONE.
23 Q ALL RIGHT. DID YOU PREPARE THE PAPERWORK FOR MR.
24 SEXTON?
25 A I DON'T REMEMBER. I MAY HAVE.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q LET ME HAND YOU EXHIBIT NO. 4.
- 2 A YES.
- 3 Q YOU PREPARED THAT DOCUMENT?
- 4 A YES.
- 5 Q WHAT KIND OF VEHICLE DID MR. SEXTON BUY FROM COLLINS?
- 6 A IT'S A '85 CHEVY VAN.
- 7 Q OKAY. AND HOW MUCH DID HE PAY FOR IT?
- 8 A 5503.
- 9 Q LET ME HAND YOU WHAT'S MARKED AS EXHIBIT NO. 5. AND
- 10 ASK IF YOU RECOGNIZE THAT DOCUMENT?
- 11 A IT'S A CONTRACT.
- 12 Q ALL RIGHT. THAT'S A CONTRACT BETWEEN MR. SEXTON AND
- 13 RMC?
- 14 A RMC.
- 15 Q HOW MUCH DID RMC FINANCE FOR MR. SEXTON'S PURCHASE?
- 16 A 5534.
-
- 17 Q NOW, DO YOU KNOW WHERE MR. SEXTON'S VEHICLE CAME FROM?
- 18 A THAT ONE, I'M NOT SURE WHERE THAT ONE CAME FROM. I
- 19 DON'T KNOW IF IT CAME FROM WHITE. I BELIEVE THAT'S ONE
- 20 THAT COLLINS' DADDY HAD SOMETHING TO DO WITH.
- 21 Q OKAY.
- 22 A BUT I'M NOT -- CAN'T RECALL.
- 23 Q ALL RIGHT. ARE YOU RELATED TO -- LET ME ASK YOU, DO
- 24 YOU KNOW DANNY MUNN?
- 25 A YEAH, THAT'S MY COUSIN.

- 1 Q DO YOU HAVE A GOOD RELATIONSHIP WITH HIM?
- 2 A YEAH.
- 3 Q DID HE BUY A CAR FROM COLLINS?
- 4 A YES.
- 5 Q AND WHAT DID HE BUY?
- 6 A A TRUCK.
- 7 Q ALL RIGHT. LET ME ASK YOU IF YOU RECOGNIZE
- 8 PLAINTIFF'S EXHIBIT NO. 6?
- 9 A A '99 FORD F-150.
- 10 Q OKAY. AND HOW MUCH DID DANNY PAY FOR THAT VEHICLE?
- 11 A 6498.83.
- 12 Q OKAY. AND HOW MUCH OF A DOWN PAYMENT DID HE MAKE?
- 13 A 500.
- 14 Q ALL RIGHT. LET ME ASK YOU IF YOU RECOGNIZE
- 15 PLAINTIFF'S EXHIBIT NO. 7?
- 16 A INSTALLMENT CONTRACT.
-
- 17 Q OKAY. AND THAT'S BETWEEN DANNY MUNN AND WHO?
- 18 A COLLINS AUTOMOTIVE.
- 19 Q AND WHO ENDED UP WITH THE CONTRACT?
- 20 A PROFESSIONAL.
- 21 Q OKAY. AND HOW MUCH DID PROFESSIONAL FINANCE?
- 22 A 6498.83.
- 23 Q ALL RIGHT. LET ME ASK YOU IF YOU RECOGNIZE EXHIBIT
- 24 NO. 8?
- 25 A THIS IS DANNY'S APPLICATION.

- 1 Q ALL RIGHT. WAS THAT DONE AT YOUR OFFICE?
- 2 A RIGHT.
- 3 Q AT COLLINS?
- 4 A YEAH.
- 5 Q THAT WAS AN APPLICATION FOR FINANCING?
- 6 A RIGHT.
- 7 Q OKAY. ALL RIGHT. HOW ABOUT EXHIBIT NO. 9. DO YOU
- 8 RECOGNIZE THAT?
- 9 A THAT'S THE BILL OF SALE.
- 10 Q FOR?
- 11 A FOR THE '99 FORD TRUCK.
- 12 Q FOR DANNY MUNN?
- 13 A RIGHT.
- 14 Q OKAY. AND IS THAT SOMETHING YOU PREPARED AT COLLINS?
- 15 A RIGHT.
- 16 Q ALL RIGHT. AND FINALLY, PLAINTIFF'S EXHIBIT NO. 10,
-
- 17 DO YOU RECOGNIZE THAT?
- 18 A YEAH, THIS IS FOR HIS TAG WORK. THIS IS FOR TITLE
- 19 WORK.
- 20 Q ALL RIGHT. AS FAR AS YOU KNEW, THESE TRANSACTIONS
- 21 WE'VE TALKED ABOUT SO FAR -- DID YOU KNOW ANY PROBLEMS WITH
- 22 THEM AT THE TIME THEY WERE DONE?
- 23 A AT THE TIME THEY WERE DONE, NO.
- 24 Q OKAY.
- 25 A NO.

1 Q ALL RIGHT. NOW, THAT LAST EXHIBIT WE LOOKED AT WAS
2 THE FORM 400 FOR THE HIGHWAY DEPARTMENT?

3 A RIGHT.

4 Q HOW DOES A CUSTOMER GET A LICENSE TAG?

5 A IF IT'S FINANCED THROUGH A LOAN COMPANY OR A BANK, THE
6 DEALER TAKES THE PAPERWORK TO THE HIGHWAY DEPARTMENT, THEY
7 GET THE TAGS FOR YOU.

8 Q OKAY. DID COLLINS GET THE TAG FOR DANNY MUNN?

9 A NO.

10 Q OKAY. WERE YOU AWARE OF THAT?

11 A RIGHT. YES.

12 Q DID DANNY COME BACK ASKING FOR THE TAGS?

13 A YES, HE DID.

14 Q HOW MANY TIMES?

15 A NUMEROUS. NUMEROUS TIMES.

16 Q HOW ABOUT THE OTHER CUSTOMERS WE'VE TALKED ABOUT, DID
17 ANY OF THOSE FOLKS RETURN LOOKING FOR TAGS?

18 A I'M SURE THEY DID. MONTROSE, I DO REMEMBER HIM. MS.
19 TIMMONS, I BELIEVE HAS COME A COUPLE TIMES BECAUSE I
20 REMEMBER HE SAID HE LOST HER TITLE AND HE WOULD HAVE TO
21 FIND HER TITLE. BUT MR. -- IS IT MR. SEXTON, I DON'T
22 REMEMBER.

23 Q ALL RIGHT.

24 MR. STUDEMAYER: I THINK THAT'S ALL THE QUESTIONS I
25 HAVE OF THIS WITNESS, YOUR HONOR.

PROFESSIONAL V. TERRY WHITE, ET AL

1 THE COURT: MR. NETTLES, CROSS?

2 CROSS EXAMINATION BY MR. NETTLES:

3 Q MS. STONE, YOU DID THE PAPERWORK ON THIS TRANSACTION
4 WITH MR. MUNN?

5 A YES, SIR.

6 Q AND WOULD YOU HAVE BEEN THE ONE THERE MANAGING THE
7 MONEY WHEN IT CAME IN FROM THE ---

8 A NO.

9 Q --- FINANCE COMPANY?

10 A NO.

11 Q YOU'RE NOT THE ONE THAT WOULD TAKE THE INFORMATION TO
12 THE FINANCE COMPANY?

13 A NO. SCOTT HANDLED -- SCOTT AND HIS SISTER APRIL WOULD
14 HANDLE THAT.

15 Q MR. COLLINS WOULD DO THAT?

16 A RIGHT.

17 Q DO YOU REMEMBER WHEN MR. MUNN SHOWED UP ON YOUR LOT
18 WITH THE CAR -- THE VEHICLE THAT WE'VE TALKED ABOUT HERE
19 TODAY?

20 A I REMEMBER HIM BRINGING IT UP, YEAH. BUT I CAN'T
21 REMEMBER IF SCOTT BROUGHT IT UP FOR HIM OR DANNY BROUGHT IT
22 UP THERE.

23 Q YOU DON'T ---

24 A I REMEMBER SEEING THE TRUCK. BUT I DON'T REMEMBER WHO
25 BROUGHT IT.

- 1 Q AND YOU -- THE TRUCK CAME ON THE LOT, YOU DID THE
2 PAPERWORK?
- 3 A RIGHT.
- 4 Q AND AFTER YOU DID THE PAPERWORK FOR THE FINANCING, MR.
5 MUNN LEFT WITH THE VEHICLE?
- 6 A RIGHT.
- 7 Q OKAY. SO YOU SAW THE VEHICLE ON YOUR LOT. YOU DID
8 THE PAPERWORK. AND MR. COLLINS -- MR. MUNN LEFT WITH THE
9 VEHICLE?
- 10 A RIGHT.
- 11 Q OKAY. AND THEN LATER SOMEBODY ELSE MAY HAVE TAKEN THE
12 PAPERWORK TO THE FINANCE COMPANY AND GOTTEN THE LOAN?
- 13 A RIGHT.
- 14 Q OKAY. AND IF THE PLEADINGS IN THIS CASE SAY THAT MR.
15 MUNN CAME -- WELL, NEVER MIND. I WITHDRAW THAT.
- 16 HOW MANY PEOPLE DID MR. COLLINS STEAL FROM DOING THIS
17 ROUTINE ABOUT GETTING VEHICLES AND NOT GETTING THE TITLES?
- 18 A THERE ARE SEVERAL THINGS MR. COLLINS DID. I WAS ONE
19 OF THEM, BUT I DIDN'T PRESS MY ISSUE. THERE WAS
20 WARRANTIES, A.U.L. WARRANTY COMPANY. HE DID NOT PAY FOR
21 THE WARRANTIES; THAT WAS \$20,000. ALL THESE PEOPLE HERE,
22 THE SAME THING. IT WAS MANY PEOPLE, MANY.
- 23 Q OKAY.
- 24 A THIS IS NOT EVEN THE BEGINNING.
- 25 Q AT SOME POINT IN 2005 HE WAS STEALING FROM EVERYBODY

1 HE COULD?

2 A RIGHT.

3 Q MR. WHITE IS IN THE BUSINESS OF SELLING CARS?

4 A RIGHT.

5 Q AND JUST LIKE ANY CAR DEALER, IF SOMEBODY'S INTERESTED

6 IN BUYING IT, HE'S INTERESTED IN SELLING IT?

7 A RIGHT.

8 Q AND YOU PRETTY MUCH SELL IF ANYBODY IS WILLING TO PAY

9 YOUR PRICE, RIGHT?

10 A RIGHT.

11 Q SO DO YOU CONSIDER THAT YOU HAVE A RELATIONSHIP WITH

12 OTHER DEALERS WHEN YOU GO IN THERE AND BUY A VEHICLE FROM

13 THEM?

14 A RIGHT.

15 Q AND THAT'S THE RELATIONSHIP, CUSTOMER?

16 A YEAH. YOU'RE A CUSTOMER.

17 MR. NETTLES: OKAY. THAT'S ALL I HAVE.

18 THE COURT: ANYTHING FURTHER?

19 MR. STUDEMEYER: NOTHING FURTHER.

20 THE COURT: THANK YOU VERY MUCH, MS. STONE. YOU MAY

21 STEP DOWN.

22 (THE WITNESS LEAVES THE WITNESS STAND.)

23 MR. STUDEMEYER: MS. TIMMONS.

24 ALBERTA TIMMONS, BEING FIRST

25 DULY SWORN, TESTIFIED AS FOLLOWS:

1 THE COURT: ALL RIGHT. NO OBJECTION. YOU MAY BE
2 EXCUSED.

3 WHY DON'T WE JUST TAKE A SHORT RECESS AT THIS POINT
4 AND LET THEM -- THE FOREMAN OF THE GRAND JURY IS ABOUT
5 READY TO BRING THAT REPORT UP. I'LL TAKE THAT REPORT AND
6 THEN WE'LL START BACK. SO, PLEASE, WE'LL JUST REMAIN AT
7 EASE FOR A FEW MINUTES.

8 (A RECESS WAS TAKEN.)

9 THE COURT: ALL RIGHT. YOU MAY CALL YOUR NEXT
10 WITNESS, SIR.

11 MR. STUDEMAYER: THANK YOU, YOUR HONOR. MR. BILL
12 BUCKNER.

13 BILL BUCKNER, BEING FIRST
14 DULY SWORN, TESTIFIED AS FOLLOWS:

15 CLERK: PLEASE BE SEATED AND STATE YOUR NAME FOR THE
16 RECORD.

17 WITNESS: BILL BUCKNER.

18 DIRECT EXAMINATION BY MR. STUDEMAYER:

19 Q BILL, WHERE DO YOU LIVE?

20 A HERE IN FLORENCE.

21 Q AND WHAT DO YOU DO FOR A LIVING?

22 A I MANAGE RMC FINANCIAL SERVICES.

23 Q WHAT KIND OF BUSINESS IS THAT?

24 A WE ARE A FINANCE COMPANY.

25 Q AND WHERE IS YOUR PLACE LOCATED?

- 1 A DIRECTLY ACROSS FROM THE COMPLEX, 145 NORTH IRBY.
- 2 Q NOW, ARE YOU FAMILIAR WITH COLLINS AUTOMOTIVE?
- 3 A I AM.
- 4 Q WHAT RELATIONSHIP IF ANY DID YOU HAVE WITH COLLINS IN
- 5 THE PAST?
- 6 A COLLINS WAS ONE OF THE CAR DEALERS THAT WE WERE SET UP
- 7 AND DID BUSINESS WITH. PEOPLE WOULD GO TO COLLINS LOT,
- 8 LOOK AT, PICK OUT A CAR. LYNN STONE WHO TESTIFIED EARLIER,
- 9 GENERALLY WOULD PUT THE PAPERWORK TOGETHER. FAX IT TO ME.
- 10 I WOULD TAKE A LOOK AT IT, APPROVE IT. DECIDE WHAT AMOUNT
- 11 OF MONEY. FAX BACK OVER THE STIPULATIONS THAT SHE TALKED
- 12 ABOUT EARLIER. THEY WOULD PUT THAT PACKAGE TOGETHER. THE
- 13 CUSTOMER AND THE VEHICLE WOULD THEN COME TO MY OFFICE TO
- 14 ACTUALLY SIGN THE LOAN DOCUMENTS, GOING OVER EVERYTHING
- 15 THAT THE BILL OF SALE HAD TO DO WITH, STATING WHAT THEIR
- 16 DOWN PAYMENT WAS, WHAT THE DIFFERENCE THAT WAS OWED, THE
- 17 INSTALLMENT PAYMENTS, ETCETERA.
- 18 Q NOW, ARE YOU FAMILIAR WITH MS. TIMMONS?
- 19 A I AM.
- 20 Q AND WITH MR. SEXTON?
- 21 A I AM.
- 22 Q AND MR. MONTROSE?
- 23 A I AM.
- 24 Q PRIOR TO YOUR -- DID YOU LOAN MONEY TO EACH OF THEM TO
- 25 BUY A VEHICLE?

1 A ALL THREE.

2 Q ALL FROM COLLINS?

3 A YES.

4 Q PRIOR TO THOSE THREE TRANSACTIONS, HAD YOU BEEN DOING

5 BUSINESS WITH COLLINS?

6 A I HAD.

7 Q HAD YOU EVER HAD ANY TROUBLE WITH COLLINS WHATSOEVER?

8 A NO, NONE WHATSOEVER.

9 Q OKAY. WAS THERE ANYTHING UNUSUAL ABOUT THE TIMMONS,

10 SEXTON, OR MONTROSE TRANSACTION AS FAR AS YOU KNEW?

11 A NO. JUST A TYPICAL TRANSACTION.

12 Q TELL THE COURT WHAT WENT WRONG?

13 A WELL, I GUESS INITIALLY WHAT WENT WRONG WAS THE

14 CUSTOMERS CALLING -- WELL, FIRST OF ALL, THE CUSTOMERS

15 AFTER THEY SIGN THE CONTRACT, ALL THREE CUSTOMERS PAID ON A

16 TIMELY BASIS. MADE THEIR MONTHLY PAYMENTS, JUST AS ANYBODY

17 WHO WOULD GO TO A CAR LOT. YOU BUY. YOU SIGN YOUR

18 PAPERWORK. YOU SEND IN YOUR PAYMENTS. ALL THREE CUSTOMERS

19 DID EXACTLY WHAT THEY WERE SUPPOSED TO DO.

20 WE STARTED GETTING SOME PHONE CALLS IN REFERENCE TO

21 NOT BEING ABLE TO GET THEIR TAGS, WHICH WAS KIND OF A RED

22 FLAG. WE AS A LENDER TRACK OUR TITLES. AND THE DEALER

23 HANDLES THE TITLES. WE ALLOW THEM SUFFICIENT TIME, 30, 45

24 DAYS, 60 DAYS AT THE MOST TO GET THE TITLES TO US. IN

25 OTHER WORDS, WHEN WE CLOSE A LOAN, THE LOAN IS FUNDED. THE

PROFESSIONAL V. TERRY WHITE, ET AL

1 CHECK IS CUT TO COLLINS AUTOMOTIVE, FOR EXAMPLE, 5,000,
2 6,000, 7,000. UPON RECEIPT OF ALL THE STIPULATIONS AND THE
3 AFFIDAVITS SIGNED AND THE FORM 400 -- WE HAVE COPIES OF ALL
4 THAT. IN GOOD FAITH WE INTEND TO GET THAT TITLE. AND IT'S
5 NOT HOW WE DO BUSINESS. IT'S HOW EVERY CAR IS DONE.

6 ONCE WE STARTED GETTING SOME PHONE CALLS FROM THE
7 CUSTOMERS, I CAN'T GET MY TAGS, YOU KNOW SOMETHING'S UP.
8 ALSO AS MY SUPERVISOR WOULD COME IN TO DO VISITS, HE WOULD
9 SAY, LISTEN. WE GOT PROBLEMS ON THESE THREE RIGHT HERE
10 BECAUSE YOU'VE HAD ENOUGH TIME. THESE CARS WERE FUNDED IN
11 JULY OR AUGUST. YOU SHOULD HAVE GOTTEN TITLES BACK. I
12 MEAN, WE'RE GETTING IN TO SEPTEMBER, OCTOBER. SO WE'RE
13 TRYING TO GET THESE TITLES, FIGURE OUT WHAT'S GOING ON,
14 CALLING THE DEALERSHIP, ETCETERA. SO WE KNEW WE KIND OF
15 HAD SOME PROBLEMS IN REFERENCE TO THAT.

16 WHEN I GUESS I REALLY FOUND OUT WE HAD SOME PROBLEMS,
17 I DID -- WHEN THE CARS WERE REPOSSESSED FROM THE CUSTOMERS.
18 THEY CALLED ME THINKING THAT WE HAD REPOSSESSED THE CARS.
19 AND, OF COURSE, WE DIDN'T REPOSSESS THEM. AND I WANT TO
20 SAY IT WAS DONE, MAYBE, THE DAY BEFORE THANKSGIVING, GIVE
21 OR TAKE, RIGHT ABOUT THAT TIME IN NOVEMBER.

22 Q DID YOU HAVE ANY NOTICE -- AND ALL THREE OF THESE
23 VEHICLES, WE'RE TALKING ABOUT TIMMONS, MONTROSE, AND
24 SEXTON, YOU HELD THOSE -- THOSE CARS SERVED AS COLLATERAL
25 FOR YOUR LOANS?

1 A THEY WERE THE ONLY COLLATERAL FOR MY LOAN.

2 Q AND DID YOU HAVE ANY REASON TO KNOW THAT MR. WHITE MAY
3 HAVE HAD SOME INTEREST IN THOSE VEHICLES?

4 A NO. NOW, I DID RECEIVE A PHONE CALL FROM MR. WHITE IN
5 REFERENCE TO -- I MADE A VISIT TO HIS DEALERSHIP LOOKING
6 FOR THE TITLES. WE TALKED TO COLLINS. HE SAID, YOU NEED
7 TO GO SEE TERRY WHITE. DAH, DA, DAH. AND I ACTUALLY
8 PHYSICALLY WENT AND VISITED TO TRY TO GET MY TITLES.

9 GOT A PHONE CALL LATER FROM MR. WHITE, I'M GOING TO
10 TRY TO HELP YOU GET THESE TITLES. I NEED TO KNOW THE
11 CUSTOMERS THAT YOU FINANCED THESE CARS WITH. AND I GAVE
12 HIM THE NAMES AND THE ADDRESSES; THAT'S THE ONLY WAY HE
13 KNEW WHERE TO REPOSSESS THE CARS FROM.

14 Q OKAY. DID YOU ATTEND THIS HEARING THAT TOOK PLACE
15 DOWN IN TIMMONSVILLE?

16 A I DID.

17 Q DID YOU OR ANY OF THE CUSTOMERS PROTEST THE TAKING OF
18 THE VEHICLES?

19 A YES, WE DID.

20 Q HOW MUCH HAS RMC FINANCIAL LOST AS A RESULT OF THESE
21 VEHICLES BEING TAKEN?

22 A APPROXIMATELY 18,000 BETWEEN THE THREE VEHICLES.

23 Q DOES THAT INCLUDE ANY INTEREST?

24 A NO, THAT DOESN'T INCLUDE ANY INTEREST, THAT'S JUST --
25 THAT WOULD BE THE MONEY THAT WE ADVANCED COLLINS ON BEHALF

PROFESSIONAL V. TERRY WHITE, ET AL

1 OF THESE CUSTOMERS.

2 Q OKAY. AND THAT'S BEEN THREE YEARS AGO?

3 A THREE YEARS AGO. DOES NOT INCLUDE THEIR PAYMENTS.

4 THE PAYMENTS, THE MONTHLY INSTALLMENTS, OR THE DOWN

5 PAYMENT. WHICH, WE DON'T KEEP THE DOWN PAYMENT. THE

6 DEALER HANDLES THAT.

7 MR. STUDEMEYER: THAT'S ALL THE QUESTIONS I HAVE, YOUR

8 HONOR.

9 THE COURT: MR. NETTLES.

10 CROSS EXAMINATION BY MR. NETTLES:

11 Q MR. BUCKNER, YOU'RE FAMILIAR WITH HOW SOUTH CAROLINA

12 HANDLES TITLE DOCUMENTS?

13 A SOMEWHAT.

14 Q I MEAN, WHEN SOMEBODY BUYS A CAR, THERE'S A TITLE

15 ISSUED BY THE HIGHWAY DEPARTMENT?

16 A NORMALLY -- YOU TALKING ABOUT IN MY COURSE OF

17 BUSINESS?

18 Q YES. YOU'VE GOT A CAR, DON'T YOU?

19 A I DO.

20 Q WHEN YOU BOUGHT A CAR, THERE WAS A TITLE ISSUED ON IT?

21 A IT DEPENDS ON WHETHER I PAID FOR IT CASH AND PAID IT

22 IN FULL OR WHETHER I FINANCED IT.

23 Q IT'S NOT WHETHER YOU GET THE TITLE OR NOT, BUT THERE

24 IS A TITLE ISSUED?

25 A CORRECT.

- 1 Q OUT THERE THAT HAS YOUR NAME ON IT?
- 2 A CORRECT.
- 3 Q OKAY. DID YOU CHECK TO SEE IF MR. COLLINS HAD TITLE
- 4 TO THESE VEHICLES?
- 5 A NO, WE DID NOT.
- 6 Q OKAY. AND WHEN YOU TALKED TO MR. MONTROSE, DID YOU
- 7 ASK HIM WHERE HE'D GOTTEN THE VEHICLE?
- 8 A WE WOULD HAVE NO OTHER REASON BUT TO ASSUME THAT IT
- 9 CAME FROM COLLINS; THAT'S WHO MY RELATIONSHIP WAS WITH. HE
- 10 HAD A CAR LOT, AND THAT'S WHERE ALL OF OUR ---
- 11 Q DID YOU DEAL DIRECTLY WITH MR. MONTROSE OR DID YOU
- 12 TALK TO COLLINS?
- 13 A WELL, ALL OF OUR BUSINESS IS ORIGINALLY DONE THROUGH
- 14 THE DEALER. IT'S ONLY WHEN WE HAVE APPROVED A LOAN AND THE
- 15 CUSTOMER COMES TO OUR OFFICE TO CLOSE THE LOAN. WE ARE A
- 16 DIRECT LENDER. AND THEY SIGN THEIR DOCUMENTS. THEY -- WE
- 17 INSPECT THE VEHICLE, TAKE THEIR PICTURE WITH THE VEHICLE.
- 18 Q SO WHEN MR. MONTROSE CAME TO YOUR PLACE OF BUSINESS TO
- 19 FINISH UP THE PAPERWORK, HE DROVE THE CAR THAT WE'RE
- 20 TALKING ABOUT?
- 21 A CORRECT.
- 22 Q HE HAD THE CAR?
- 23 A CORRECT.
- 24 Q OKAY. HE HAD THE KEYS TO IT?
- 25 A YEAH, CORRECT.

PROFESSIONAL V. TERRY WHITE, ET AL

1 MR. NETTLES: THAT'S ALL I HAVE. THANK YOU.

2 MR. STUDEMEYER: JUST A FOLLOW-UP QUESTION OR TWO.

3 REDIRECT EXAMINATION BY MR. STUDEMEYER:

4 Q YOU HAD MENTIONED IN YOUR DIRECT TESTIMONY THAT YOU
5 GENERALLY EXPECT THE TITLE WITHIN 45 TO 60 DAYS AFTER THE
6 TRANSACTION IS CLOSED; IS THAT CORRECT?

7 A THAT'S CORRECT. AND THAT'S THE NORMAL COURSE OF
8 BUSINESS. AND WE HAVE SUPPORTING DOCUMENTS IN THE CLOSING
9 PART OF OUR STIPULATION SAYING THAT WE IN FACT IN GOOD
10 FAITH -- ON THE BACK OF OUR CHECK IS AN ENDORSEMENT THAT
11 SAYS, YOU ARE RESPONSIBLE. IN ORDER TO CASH THIS CHECK
12 THAT YOU HAVE TO PROVIDE THE LENDER THE TITLE. IT'S
13 STAMPED ON THE BACK. WHEN THEY CASH OUR CHECK, IT'S A
14 LEGAL DOCUMENT -- LITTLE LEGAL BINDING THING ON THE BACK OF
15 THE ENDORSEMENT.

16 Q AND THE DEALER SIGNS THAT RESTRICTED ENDORSEMENT?

17 A RIGHT.

18 Q SO IT'S NOT UNUSUAL FOR A DEALER TO SELL A CAR WITHOUT
19 HAVING PHYSICAL POSSESSION OF A TITLE?

20 MR. NETTLES: I'M GOING TO OBJECT TO HIS LEADING, YOUR
21 HONOR.

22 MR. STUDEMEYER: LET ME REPHRASE.

23 Q IS IT UNUSUAL FOR YOU TO FINANCE A VEHICLE FOR A
24 DEALER WHO MAY NOT HAVE POSSESSION OF CERTIFICATE OF TITLE?

25 MR. NETTLES: OBJECTION, IT'S LEADING.

1 THE COURT: OVERRULED. GO AHEAD.

2 A REPEAT THE QUESTION AGAIN NOW.

3 Q MY QUESTION WAS: IS IT UNUSUAL IN THE ORDINARY COURSE
4 OF FINANCING AUTOMOBILES TO AGREE TO FINANCE A VEHICLE FOR
5 AN AUTOMOBILE DEALER WHO MAY NOT AT THE TIME HAVE A PAPER
6 CERTIFICATE OF TITLE IN HIS HAND?

7 A NOT AT ALL.

8 MR. STUDEMEYER: THAT'S ALL THE QUESTIONS I HAVE.

9 MR. NETTLES: I HAVE NOTHING FURTHER, YOUR HONOR.

10 THE COURT: THANK YOU. YOU MAY STEP DOWN.

11 (THE WITNESS LEAVES THE WITNESS STAND.)

12 MR. STUDEMEYER: MAY MR. BUCKNER BE EXCUSED?

13 MR. NETTLES: NO OBJECTION, YOUR HONOR.

14 THE COURT: ALL RIGHT. YOU'RE FREE TO GO, SIR.

15 MR. STUDEMEYER: MR. MUNN.

16 DANIEL MUNN, BEING FIRST

17 DULY SWORN, TESTIFIED AS FOLLOWS:

18 CLERK: PLEASE BE SEATED AND STATE YOUR NAME FOR THE
19 RECORD.

20 WITNESS: DANIEL MUNN.

21 DIRECT EXAMINATION BY MR. STUDEMEYER:

22 Q HOW OLD YOU, DANIEL?

23 A EXCUSE ME?

24 Q HOW OLD ARE YOU?

25 A 41.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q WHERE DO YOU LIVE?
- 2 A FLORENCE, SOUTH CAROLINA.
- 3 Q HOW LONG HAVE YOU LIVED IN THIS AREA?
- 4 A ALL MY LIFE.
- 5 Q ARE YOU FAMILIAR WITH COLLINS AUTOMOTIVE?
- 6 A YES.
- 7 Q AND HOW DID YOU BECOME FAMILIAR WITH THEM?
- 8 A I WAS LOOKING FOR A TRUCK AND MY COUSIN WAS WORKING
- 9 THERE, AND THEY TOLD ME TO COME OVER AND BASICALLY THAT'S
- 10 WHERE IT STARTED, SO.
- 11 Q OKAY. NOW, YOUR COUSIN WAS LYNN STONE?
- 12 A LYNN, YES.
- 13 Q OKAY. AND YOU HAVE A GOOD RELATIONSHIP WITH LYNN?
- 14 A YEAH.
- 15 Q YOU DIDN'T HAVE ANY REASON TO BELIEVE LYNN WOULD
- 16 MISLEAD YOU?
- 17 A NO.
- 18 Q OKAY. NOW, DID COLLINS HAVE THE TRUCK THAT YOU WANTED
- 19 AT THE TIME?
- 20 A THEY TOLD ME TO GO OVER TO WHITE'S.
- 21 Q OKAY.
- 22 A AND THE FIRST TRUCK I GOT WAS A BURGUNDY Z-71, AND THE
- 23 ENGINE BLEW UP THAT SAME DAY.
- 24 Q LET'S BACK UP BEFORE WE GET TO ALL THAT.
- 25 A ALL RIGHT.

- 1 Q YOU WENT TO COLLINS LOOKING FOR A TRUCK?
- 2 A YEAH.
- 3 Q COLLINS SENT YOU TO MR. WHITE'S PLACE?
- 4 A YES.
- 5 Q AND WHAT WERE YOU SUPPOSED TO DO THERE?
- 6 A I WAS SUPPOSED TO PICK UP A TRUCK AND TAKE IT BACK
- 7 OVER THERE.
- 8 Q IS THAT WHAT YOU DID?
- 9 A YES. YEAH.
- 10 Q OKAY. AND DID YOU SIGN ANY PAPERWORK AT COLLINS TO
- 11 BUY THE Z-71 CHEVROLET?
- 12 A I DON'T SPECIFICALLY REMEMBER, BUT I WAS TEST DRIVING
- 13 I THINK THAT DAY.
- 14 Q OKAY.
- 15 A AND THE ENGINE BLEW UP GOING TO HARTSVILLE, SO IT WAS
- 16 MR. WHITE SENT HIS WRECKER THE NEXT DAY TO -- LET ME SEE, I
- 17 THINK HE TOWED THAT ONE BACK AND THEN THAT'S WHEN I GOT THE
- 18 RED FORD F-150.
- 19 Q OKAY. NOW, HOW DID YOU KNOW ABOUT THE RED FORD F-150?
- 20 A BECAUSE I WAS LOOKING FOR A TRUCK, AND BASICALLY THAT
- 21 WAS ONE THAT SHE SAID THEY HAD ON THE FLOOR PLAN TO SELL
- 22 FOR HIM, OR SOMETHING OR ANOTHER IS THE WAY HE STATED IT.
- 23 Q OKAY. SO YOU BELIEVE THAT WHITE'S WAS FLOOR PLANNING
- 24 VEHICLES FOR COLLINS?
- 25 MR. NETTLES: OBJECTION, LEADING, YOUR HONOR.

- 1 A NO.
- 2 MR. STUDEMEYER: LET ME ASK THIS.
- 3 Q IF YOU WOULD, JUST TELL US, TELL THE COURT HOW YOU
- 4 HAPPEN TO COME INTO POSSESSION OF THIS FORD F-150?
- 5 A THE BURGUNDY Z-71 BLEW UP.
- 6 Q OKAY.
- 7 A SO THEREFORE, THE OTHER ALTERNATIVE WAS THE FORD F-150
- 8 BECAUSE SCOTT WAS SUPPOSED TO BE SELLING IT, FLOOR PLANNING
- 9 IT IS THE WAY I WAS TOLD FOR TERRY.
- 10 Q OKAY. WHERE DID YOU FIRST SEE THE FORD F-150?
- 11 A OVER AT WHITE'S.
- 12 Q OKAY. AND DID YOU COME INTO POSSESSION OF IT?
- 13 A YEAH.
- 14 Q HOW DID YOU DO THAT?
- 15 A BY PICKING IT UP THERE AND TAKING IT BACK OVER THERE
- 16 PAMPLICO HIGHWAY.
- 17 Q WHO DID YOU DEAL WITH AT WHITE'S AUTO SALES?
- 18 A TERRY.
- 19 Q OKAY. DID HE GIVE YOU THE KEYS?
- 20 A YEAH.
- 21 Q HE ALLOW YOU TO DRIVE IT AWAY?
- 22 A YEAH.
- 23 Q DID HE KNOW WHERE YOU WERE GOING WITH IT?
- 24 A YEAH.
- 25 Q WHERE WERE YOU GOING WITH IT?

- 1 A TO SCOTT'S OVER ON PAMPLICO HIGHWAY.
- 2 Q OKAY. DID YOU SIGN ANY KIND OF A CONTRACT WITH TERRY
- 3 WHITE?
- 4 A NOT AT THAT PRESENT TIME, NO.
- 5 Q DID YOU EVER SIGN ANY CONTRACT ON A FORD F-150 WITH
- 6 TERRY WHITE?
- 7 A NO, NO.
- 8 Q DID YOU EVER PROMISE TO PAY TERRY WHITE ANY MONEY?
- 9 A ON THE FORD, NO.
- 10 Q OKAY. WHEN YOU WENT BACK TO COLLINS WITH THE FORD
- 11 F-150, WHAT DID YOU DO?
- 12 A WE DONE THE PAPERWORK AND ALL. LYNN AND SCOTT HAD IT
- 13 ALL READY. AND THEY TOLD ME THEY'D HAVE MY TAGS AND ALL IN
- 14 A COUPLE WEEKS. AND IT NEVER HAPPENED. AND SO THAT'S HOW
- 15 I STARTED FIGURING OUT SOMETHING WAS WRONG WITH SOMETHING.
- 16 Q ALL RIGHT. LET ME ASK YOU THIS. DID YOU MAKE A DOWN
- 17 PAYMENT ON A FORD PICKUP TRUCK?
- 18 A YEAH, \$500-AND-SOME.
- 19 Q OKAY. WHO DID YOU PAY THAT TO?
- 20 A TO COLLINS.
- 21 Q ALL RIGHT. AND DID YOU FINANCE THE BALANCE?
- 22 A WITH -- IT'S WITH PROFESSIONAL.
- 23 Q OKAY. AND DO YOU REMEMBER HOW MUCH YOUR MONTHLY
- 24 PAYMENTS WERE?
- 25 A I DON'T RECALL BECAUSE IT'S BEEN SO MUCH WENT ON AND

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 ALL. I DON'T SPECIFICALLY REMEMBER THE AMOUNT, NO.
- 2 Q OKAY. I BELIEVE YOUR INSTALLMENT CONTRACT IS ALREADY
- 3 IN EVIDENCE. IS IT LIKELY IT WAS SOMEWHERE 2, \$300 A
- 4 MONTH, SOMETHING LIKE THAT?
- 5 A IF I RECALL IT WAS 2-SOMETHING, 230, 220, SOMETHING.
- 6 Q AND DID YOU MAKE SOME MONTHLY PAYMENTS?
- 7 A OH, YEAH. YEAH.
- 8 Q ALL RIGHT. NOW, DID YOU EVER GET A TAG FROM TERRY --
- 9 FROM SCOTT COLLINS?
- 10 A I DON'T THINK SO.
- 11 Q DID YOU TRY TO GET A TAG?
- 12 A OH, YEAH, YEAH, MULTIPLE TIMES. YEAH.
- 13 Q AND WERE YOU HAVING DIFFICULTY GETTING A TAG?
- 14 A YES.
- 15 Q WHAT DID YOU ULTIMATELY TRY TO DO TO GET A TAG?
- 16 A I WENT TO SCOTT SAYING -- I WENT TO PROFESSIONAL. AND
- 17 BASICALLY THEY SAID I HAD TO GO BACK TO SCOTT. SO, WELL, I
- 18 SAID, I'LL JUST GO TO WHITE'S, SINCE THAT'S WHERE I PICKED
- 19 THE TRUCK UP AT TO SEE IF HE KNOW WHAT WAS GOING ON. AND
- 20 THEN HE TOLD ME THAT HE HAD BEEN LOOKING FOR ME, FOR ME TO
- 21 APPEAR IN TIMMONSVILLE, I THINK IT WAS. SO THAT'S WHERE I
- 22 WENT. IT WAS IN NOVEMBER SOME TIME FOR COURT.
- 23 Q OKAY. HAD YOU BEEN SERVED WITH ANY KIND OF SUIT
- 24 PAPERS?
- 25 A NO. NO. NO.

1 Q BUT TERRY WHITE TOLD YOU YOU WERE SUPPOSED TO BE IN
2 THE MAGISTRATE'S COURT?

3 A YEAH, THAT -- THAT SOMETHING WAS GOING ON. IT'S WITH
4 THE VEHICLE. AND THAT I NEEDED TO APPEAR OVER THERE, WHICH
5 I DID.

6 Q OKAY. DID TERRY WHITE MENTION TO YOU WHETHER OR NOT
7 SCOTT HAD EVER PAID HIM?

8 A I THINK HE DID SAY THAT HE HADN'T RECEIVED HIS PAYMENT
9 FOR THE TRUCK AND STUFF.

10 Q OKAY.

11 A AND THAT'S THE REASON THEY WAS IN THE COURT ABOUT IT
12 AND ALL.

13 Q OKAY. SO YOU WENT TO THAT HEARING IN TIMMONSVILLE?

14 A OH, YEAH.

15 Q WHO ALL WAS THERE?

16 A ME, JERRY, THE OTHER LADY WHO WAS OVER THERE, AND THE
17 MAN AND HIS WIFE WAS IN THE WHEELCHAIR, LYNN. IT WAS THE
18 OTHER FELLOW FROM RMC, AND THE JUDGE HEWETT, I THINK WAS
19 HIS NAME OR SOMETHING. I COULDN'T RECALL HIS NAME. HE WAS
20 THE MAGISTRATE OR SOMETHING OR OTHER.

21 Q OKAY. AND WHAT HAPPENED TO YOUR TRUCK?

22 A I WAS BASICALLY LED TO BELIEVE IF I DIDN'T -- IF I
23 DIDN'T GIVE IT BACK, THAT I WAS GOING TO BE IN TROUBLE,
24 POSSIBLY GET JAIL TIME OR SOMETHING. SO I DIDN'T KNOW WHAT
25 -- I'M NOT A LAWYER OR NOTHING, SO I DIDN'T KNOW. SO I WAS

PROFESSIONAL V. TERRY WHITE, ET AL

1 LIKE, HERE. I DIDN'T WANT TO GO TO JAIL FOR SOMETHING, YOU
2 KNOW, STUPID.

3 Q DID YOU FEEL LIKE YOU'D DONE ANYTHING WRONG?

4 A OH, NO, NO. NO. BUT JUST A LAW-ABIDING CITIZEN AND
5 TRYING TO BE. YOU KNOW, I JUST DONE WHAT I THOUGHT I
6 SHOULD DO.

7 Q ALL RIGHT. DID YOU EVER GET YOUR DOWN PAYMENT BACK?

8 A NO.

9 Q DID YOU EVER GET YOUR MONTHLY PAYMENTS BACK?

10 A NO.

11 MR. STUDEMEYER: THAT'S ALL THE QUESTIONS I HAVE.

12 CROSS EXAMINATION BY MR. NETTLES:

13 Q MR. MUNN, MR. COLLINS STOLE YOUR MONEY?

14 A YES.

15 Q YOU WENT TO -- YOU WERE LOOKING FOR A TRUCK, A
16 SPECIFIC KIND OF TRUCK. YOU WENT OVER TO WHITE'S AUTO
17 SALES AND ACTUALLY TEST DRIVE -- TEST DRIVE A Z-71?

18 A I WENT TO SCOTT'S, AND I WAS TOLD TO GO TO WHITE'S
19 BECAUSE THAT'S WHERE THE TRUCK WAS. IT WAS A BURGUNDY Z-
20 71. AND IT -- I WAS GOING TO PICK UP MY WIFE OVER IN
21 HARTSVILLE FROM WORK. AND THE ENGINE BLEW IN IT. SO I
22 MADE IT BACK TO HUDSON'S QUICK STOP, AND THAT'S WHERE TERRY
23 SENT HIS ROLL BACK, I GUESS, THAT NEXT DAY AND THEY PICKED
24 IT UP.

25 Q WHEN THE ENGINE BLEW, YOU CALLED MR. WHITE AND TOLD

- 1 HIM THAT?
- 2 A WELL, I CALLED LYNN AND SCOTT, AND I WAS TOLD TO CALL
3 TERRY SO THAT HE COULD GO AND PICK UP THE TRUCK IF I RECALL
4 NOW.
- 5 Q OKAY. SO YOU CALLED MR. SCOTT -- SCOTT COLLINS
6 BECAUSE YOU KNEW HIM AND SAID HE NEEDED TO CALL TERRY AND
7 HAVE TERRY PICK UP TERRY'S TRUCK?
- 8 A YEAH. YEAH.
- 9 Q OKAY. AND THEN THE NEXT DAY YOU WENT BACK TO MR.
10 WHITE'S LOT; IS THAT RIGHT?
- 11 A IT WAS A DAY -- IT WAS THE NEXT DAY OR EVEN THE NEXT
12 DAY. BUT IT WAS -- THAT'S WHEN I RECEIVED THE F-150, IF I
13 RECALL RIGHT.
- 14 Q YOU TOOK THAT OUT FOR A TEST DRIVE?
- 15 A YES, SIR.
- 16 Q YOU LIKED IT?
- 17 A YEAH.
- 18 Q DECIDED YOU WANT TO BUY IT?
- 19 A YEAH.
- 20 Q AND YOU WERE GOING TO GET THE FINANCING THROUGH MR.
21 COLLINS?
- 22 A WELL, THROUGH PROFESSIONAL.
- 23 Q PROFESSIONAL?
- 24 A YEAH.
- 25 Q AND THAT HAD TO BE DONE THROUGH ---

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 A SCOTT AND THEM HAD TO DO THEIR END, YEAH. YEAH.
- 2 Q SO YOU TOLD MR. WHITE THAT YOU WANTED TO BUY THE
- 3 TRUCK?
- 4 A UH-HUH.
- 5 Q YOU HAD THE KEYS?
- 6 A YEAH.
- 7 Q YOU DROVE OVER TO COLLINS?
- 8 A YEAH.
- 9 Q AND THEY HAD THE PAPERWORK READY FOR YOU?
- 10 A IF I RECALL, RIGHT.
- 11 Q AND YOU SIGNED THE PAPERWORK AND LEFT WITH THE TRUCK?
- 12 A YEAH. IF I RECALL RIGHT, YEAH. YOU KNOW, IT'S BEEN A
- 13 COUPLE YEARS.
- 14 Q OKAY. AS FAR AS YOU KNOW ---
- 15 A YEAH.
- 16 Q --- YOU ALWAYS HAD THE KEY TO THIS TRUCK, FROM THE
- 17 TIME MR. WHITE GAVE IT TO YOU, UNTIL YOU LEFT MR. COLLINS
- 18 LOT?
- 19 A UNTIL I RETURNED THEM BACK TO HIM THE DAY AT THE
- 20 HEARING.
- 21 Q SO ALL THIS TIME YOU HAD THE KEYS TO THE TRUCK?
- 22 A BASICALLY, YEAH.
- 23 MR. NETTLES: OKAY. THAT'S ALL I HAVE.
- 24 MR. STUDEMAYER: NO FURTHER QUESTIONS, YOUR HONOR.
- 25 THE COURT: THANK YOU, SIR, YOU MAY STEP DOWN.

1 (THE WITNESS LEAVES THE WITNESS STAND.)

2 MR. STUDEMAYER: STEVEN LEROY.

3 MAY MR. MUNN BE EXCUSED, YOUR HONOR?

4 MR. NETTLES: NO OBJECTION, YOUR HONOR.

5 THE COURT: WITHOUT OBJECTION, YOU MAY LEAVE.

6 STEVEN LEROY, BEING FIRST
7 DULY SWORN, TESTIFIED AS FOLLOWS:

8 THE COURT: PLEASE HAVE A SEAT, AND STATE YOUR NAME
9 FOR THE RECORD.

10 WITNESS: STEVEN LEROY.

11 DIRECT EXAMINATION BY MR. STUDEMAYER:

12 Q STEVE, HOW OLD ARE YOU?

13 A 33.

14 Q WHAT DO YOU DO FOR A LIVING?

15 A I MANAGE PROFESSIONAL FINANCIAL SERVICES.

16 Q WHERE ARE YOU LOCATED?

17 A ON WEST PALMETTO STREET IN FLORENCE.

18 Q AND WHAT KIND OF BUSINESS IS PROFESSIONAL?

19 A IT'S AN AUTOMOBILE FINANCING COMPANY.

20 Q ARE YOU FAMILIAR WITH COLLINS AUTOMOTIVE?

21 A I AM.

22 Q DID YOU HAVE A BUSINESS RELATIONSHIP WITH COLLINS
23 AUTOMOTIVE?

24 A YES, WE DID.

25 Q OKAY. PRIOR TO THE DANNY MUNN TRANSACTION, DID YOU

1 HAVE A GOOD RELATIONSHIP WITH COLLINS AUTOMOTIVE?

2 A YES, WE DID.

3 Q DID YOU EVER HAVE ANY REASON TO BE CONCERNED ABOUT ANY
4 TRANSACTION WITH COLLINS PRIOR TO THE DANNY MUNN
5 TRANSACTION?

6 A NO.

7 Q TELL THE COURT IF YOU WOULD, HOW THIS DANNY MUNN
8 TRANSACTION CAME ABOUT?

9 A I RECEIVED A FAX APPLICATION FROM COLLINS AUTOMOTIVE,
10 MADE THE LOAN DECISION TO APPROVE THE LOAN. FAX BACK THE
11 LOAN DECISION SHEET TO COLLINS AUTOMOTIVE. THEY GOT
12 TOGETHER ALL THE STIPULATIONS THAT WE SPOKE ABOUT BEFORE.
13 TURNED IN ALL THE DOCUMENTS. WE PROCESSED THE LOAN
14 DOCUMENTS. CUT THE CHECK TO COLLINS AUTOMOTIVE AND FUNDED
15 THE DEAL.

16 Q WAS THERE ANYTHING UNUSUAL ABOUT THAT TRANSACTION?

17 A NO, NOT AT ALL.

18 Q IS IT LIKE EVERY OTHER TRANSACTION YOU'VE DONE?

19 A EVERY OTHER ONE I'VE EVER DONE.

20 Q OKAY. WHEN DID YOU HAVE THE FIRST INDICATION THERE
21 WAS SOME PROBLEM WITH THIS TRANSACTION?

22 A IT WAS PROBABLY A MONTH AND A HALF TO TWO MONTHS AFTER
23 IT WAS FUNDED WHEN DANNY MUNN CONTACTED ME AS FAR AS HIS
24 TAG. HE CAME IN MY OFFICE AND SAID HE HADN'T GOTTEN IT
25 YET, WANTED TO KNOW IF I HAD IT, AND IF I COULD HELP HIM

- 1 GET IT.
- 2 Q OKAY. AND WHAT DID YOU DO?
- 3 A I TOLD HIM THAT WE DON'T ACTUALLY HANDLE THE TAGS AND
- 4 THE REGISTRATION, THOSE COME FROM THE DEALER, THAT HE WOULD
- 5 NEED TO CONTACT COLLINS TO SEE ABOUT HELPING HIM GET HIS
- 6 TAG.
- 7 Q WHEN WAS THE NEXT TIME YOU HEARD ANYTHING ABOUT DANNY
- 8 MUNN OR THE VEHICLE OR THE TAG ISSUE?
- 9 A WE CONTACTED HIM BECAUSE HE'D QUIT MAKING HIS
- 10 PAYMENTS. AND WE HAD CONTACTED HIM ABOUT THE PAYMENTS, AND
- 11 THAT'S WHEN HE INFORMED US OF THE FACT THAT MR. WHITE HAD
- 12 TAKEN HIS CAR OR HIS TRUCK.
- 13 Q ALL RIGHT. WHENEVER HE STOPPED MAKING HIS PAYMENTS,
- 14 DID YOU SEND HIM A NOTICE TO CURE?
- 15 A WE DID.
- 16 Q LET ME ASK IF YOU RECOGNIZE PLAINTIFF'S EXHIBIT NO.
- 17 13?
- 18 A I DO.
- 19 Q OKAY.
- 20 A IT'S A NOTICE OF CURE.
- 21 Q OKAY. DID MR. MUNN CURE HIS DEFAULT?
- 22 A NO, HE DID NOT.
- 23 Q AS A RESULT OF HIS FAILURE TO CURE HIS DEFAULT, WERE
- 24 YOU INTERESTED IN TAKING POSSESSION OF THE VEHICLE?
- 25 A WE WOULD HAVE BEEN, YES.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q WHY COULDN'T YOU?
- 2 A WE DID NOT HAVE A TITLE TO THE VEHICLE.
- 3 Q OKAY. NOW, I BELIEVE YOU'VE ALREADY TESTIFIED THAT
- 4 MR. MUNN NOTIFIED YOU THAT MR. WHITE HAD THE VEHICLE?
- 5 A RIGHT. HE NOTIFIED ME THAT HE HAD GONE TO A COURT
- 6 HEARING IN TIMMONSVILLE OR A MAGISTRATE'S HEARING, AND HE
- 7 WAS INSTRUCTED TO TURN OVER HIS VEHICLE.
- 8 Q AND THAT'S WHY HE QUIT MAKING HIS PAYMENTS?
- 9 A THAT'S CORRECT.
- 10 Q OKAY. AND THEN ONCE HE WAS IN DEFAULT, YOU SENT HIM
- 11 THE NOTICE TO CURE?
- 12 A BY LAW WE HAVE TO, YES.
- 13 Q AND UNDER THOSE CIRCUMSTANCES YOU WOULD HAVE HAD THE
- 14 RIGHT TO REPOSSESS THE VEHICLE?
- 15 A YES, SIR.
- 16 Q OKAY. DID YOU AT THAT POINT AUTHORIZE ME TO CONTACT
- 17 MR. WHITE ABOUT THE CERTIFICATE OF TITLE?
- 18 A YES, I DID.
- 19 Q AND WAS THAT DONE?
- 20 A YES, IT WAS TO MY KNOWLEDGE.
- 21 Q WAS THE PROBLEM WITH THE ISSUE OF MR. WHITE EVER
- 22 RESOLVED?
- 23 A NO, IT WAS NOT.
- 24 Q DID YOU EVER GET POSSESSION OF THE CERTIFICATE OF
- 25 TITLE FOR THE VEHICLE?

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 A NO, WE DIDN'T.
- 2 Q DID YOU EVER RECOVER THE MONEY THAT YOU HAD ADVANCED
- 3 TO COLLINS?
- 4 A WE HAVE NOT.
- 5 Q HOW MUCH DID YOU ADVANCE TO COLLINS?
- 6 A IF I REMEMBER CORRECTLY, THE ACTUAL DEALER CHECK WAS
- 7 SOMEWHERE AROUND \$5500 -- IS A ROUGH ESTIMATE.
- 8 Q WERE THERE OTHER SUMS THAT WERE ADVANCED ON BEHALF OF
- 9 MR. MUNN AS PART OF THE FINANCING?
- 10 A THERE WAS, THERE WAS A GAP WAIVER THAT WAS ALSO DONE.
- 11 Q ALL RIGHT. WHAT IS A GAP WAIVER?
- 12 A A GAP WAIVER IS A DOCUMENT THAT THE CUSTOMER
- 13 PURCHASES THAT IN THE EVENT OF A TOTAL LOSS UNIT, THAT
- 14 THE INSURANCE COMPANY DOES NOT PAY OFF THE FULL AMOUNT,
- 15 THAT WE FILE A GAP CLAIM, AND THEY WILL COVER THE
- 16 DEFICIENT AMOUNT.
- 17 Q OKAY. CAN YOU TELL US HOW MUCH -- LET ME ASK YOU
- 18 THIS. IF MR. WHITE HAD SURRENDERED HIS CERTIFICATE OF
- 19 TITLE TO YOU BACK IN 2005 AS YOU ASKED, WOULD YOU HAVE BEEN
- 20 SATISFIED WITH THAT?
- 21 A YES, I WOULD HAVE.
- 22 Q OKAY. SINCE HE REFUSED TO DO THAT, HAVE YOU INCURRED
- 23 ATTORNEY'S FEES?
- 24 A YES, WE HAVE.
- 25 Q AND YOU'VE BEEN FIGHTING THIS BATTLE SINCE 2005?

1 A YES, WE HAVE, LATE 2005.

2 Q OKAY. AND ABOUT HOW MUCH HAVE YOU INCURRED IN
3 ATTORNEY'S FEES?

4 A IF I HAD TO GUESS, IT'D BE IN THE -- I'D SAY CLOSE TO
5 \$20,000 AT THIS POINT. SOMEWHERE IN THAT 15 TO 20,000
6 RANGE.

7 Q ALL RIGHT. IN ADDITION TO THAT, HOW MUCH MONEY HAVE
8 YOU LOST ON FUNDING THE TRANSACTION FOR DANNY MUNN?

9 A ROUGHLY 62, \$6300.

10 Q DOES THAT INCLUDE ALL YOUR INTEREST THROUGH TODAY'S
11 DATE?

12 A NO. THAT'S ACTUALLY STOPPING BACK WHEN THE ACCOUNT
13 WAS ACTUALLY -- ONCE WE CHARGE IT OFF, WHICH WE HAVE NO
14 OPTION BUT TO DO THAT, THAT'S WHEN WE STOP CHARGING
15 INTEREST. AND THAT WAS AUGUST OF LAST YEAR, I BELIEVE.

16 MR. STUDEMEYER: OKAY. YOUR HONOR, THAT'S ALL THE
17 QUESTIONS I HAVE OF THIS WITNESS.

18 THE COURT: YES, SIR, MR. NETTLES.

19 CROSS EXAMINATION BY MR. NETTLES:

20 Q MR. LEROY.

21 A YES.

22 Q WHAT'S THE A.P.R. ON THESE LOANS THAT YOU DO ON THESE
23 TRANSACTIONS?

24 A OUR INTEREST RATES ARE ANYWHERE FROM 18 TO 29 PERCENT.

25 Q THIS ONE WAS ABOUT 26 PERCENT?

- 1 A THAT SOUNDS PROBABLY ABOUT RIGHT.
- 2 Q AND YOU ---
- 3 A I WOULDN'T KNOW WITHOUT LOOKING AT THE LOAN DOCUMENT.
- 4 Q OKAY. AND YOU HAVE GAP INSURANCE BECAUSE IN THIS KIND
- 5 OF TRANSACTION IT'S LIKELY THE CAR IS NOT WORTH WHAT THE
- 6 CUSTOMER PAYS FOR IT?
- 7 A GAP WAIVER DUE TO THE INTEREST, YES.
- 8 Q OKAY. AND THAT'S BECAUSE IT'S VERY LIKELY -- I MEAN,
- 9 BECAUSE THEY HAVE POOR CREDIT, THEY END UP PAYING MORE FOR
- 10 THE CAR THAN IT'S WORTH?
- 11 A YES.
- 12 Q OKAY. NOW, YOU DIDN'T ASK MR. COLLINS FOR A COPY OF
- 13 -- A COPY OF HIS TITLE BEFORE YOU DID THIS DEAL?
- 14 A NO, I DID NOT.
- 15 Q OKAY. DIDN'T REALLY ASK HIM WHERE THE TITLE WAS
- 16 COMING FROM, DID YOU?
- 17 A NO, SIR.
- 18 Q DIDN'T CHECK WITH THE HIGHWAY DEPARTMENT TO SEE WHO
- 19 THE TITLE WAS IN?
- 20 A NO, NOT AT THE TIME OF THE SALE.
- 21 Q OKAY. NOW, ONCE THE DISPUTE HAPPENED, YOU DIDN'T POST
- 22 A BOND SO THAT YOU COULD TAKE POSSESSION OF THE VEHICLE,
- 23 DID YOU?
- 24 A WE DID NOT.
- 25 Q OKAY. YOU DIDN'T THINK IT WAS WORTH WHILE FOR YOU TO

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 COME INTO COURT IN THIS SUIT AND POST A BOND SO YOU COULD
2 HAVE POSSESSION DURING THE TERM OF THIS ---
3 A THAT'S WHEN WE CONTACTED OUR ATTORNEY AS FAR AS
4 HANDLING THAT.
5 Q OKAY. YOU KNOW THERE'S A PROCEDURE FOR DOING THAT?
6 A FOR DOING WHAT?
7 Q FOR TAKING POSSESSION -- TAKING A VEHICLE --
8 POSSESSION OF PERSONAL PROPERTY?
9 A IN A CASE OF DEFAULT, YES.
10 Q WELL, I MEAN, JUST IF IT'S YOUR PROPERTY, YOU CAN POST
11 A BOND AND GET IT, CAN'T YOU?
12 A IN A DEFAULT SITUATION, YES.
13 Q DID YOU ASK YOUR LAWYER IF THERE WAS A WAY TO GET
14 POSSESSION OF THIS VEHICLE BY WAY OF A LAWSUIT?
15 A WE DID NOT DISCUSS A LAWSUIT AT FIRST.
16 Q WELL, WHEN THIS LAWSUIT WAS BROUGHT, DID YOU ASK HIM
17 CAN WE GET POSSESSION OF THE TRUCK?
18 A AT THAT POINT THE TRUCK HAD ALREADY BEEN SOLD.
19 Q WHEN DID YOU FILE THIS LAWSUIT?
20 A I FIRST CONTACTED MR. STUDEMEYER IN PROBABLY NOVEMBER
21 '05.
22 Q AND WHEN WAS THIS LAWSUIT FILED?
23 A I'M NOT SURE OF THE ACTUAL DATE. IT WOULD HAVE BEEN
24 SHORTLY THEREAFTER ONCE WE REALIZED THAT THE VEHICLE HAD
25 BEEN PICKED UP.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q THIS SUIT WAS FILED IN JANUARY OF '06?
- 2 A THAT SOUNDS ABOUT RIGHT.
- 3 Q OKAY. AND AT THAT POINT MR. WHITE STILL HAD
- 4 POSSESSION OF THE VEHICLE, DIDN'T HE?
- 5 A THAT I DON'T KNOW. TO MY KNOWLEDGE, YES.
- 6 Q BUT YOU DIDN'T POST A BOND SO YOU COULD GET POSSESSION
- 7 OF IT?
- 8 A NO.
- 9 Q AND WHO HAD THE TITLE ACCORDING TO THE HIGHWAY
- 10 DEPARTMENT?
- 11 A DON'T KNOW.
- 12 Q YOU NEVER CHECKED THAT?
- 13 A HUH-UH.
- 14 Q YOU KNEW MR. COLLINS DIDN'T HAVE IT?
- 15 A I DID NOT KNOW THAT.
- 16 Q WELL ---
- 17 A I KNOW IT HAD NOT BEEN GIVEN TO US ---
- 18 Q AFTER ---
- 19 A --- BY WHOEVER HAD IT.
- 20 Q YOU DIDN'T HAVE IT?
- 21 A WE DID NOT HAVE POSSESSION OF IT.
- 22 Q SOMEBODY ELSE HAD TITLE TO IT.
- 23 MR. NETTLES: THAT'S ALL I HAVE. THANK YOU.
- 24 THE COURT: MR. STUDEMEYER?
- 25 MR. STUDEMEYER: A COUPLE OF FOLLOW-UP QUESTIONS.

PROFESSIONAL V. TERRY WHITE, ET AL

1 REDIRECT EXAMINATION BY MR. STUDEMEYER:

2 Q STEVE, IS IT UNUSUAL FOR YOU TO FINANCE VEHICLES FOR
3 DEALERS THAT DON'T HAVE PHYSICAL POSSESSION OF THE PAPER
4 TITLE AT THE TIME?

5 A NOT AT ALL. A HUNDRED PERCENT OF THE TIME I WOULD SAY
6 THEY DO NOT HAVE THE TITLE.

7 Q AND YOU RELY UPON THE DEALER'S POSSESSION OF THE
8 VEHICLE IN YOUR DECISION -- IN MAKING A DECISION TO FINANCE
9 IT OR NOT?

10 A I DO.

11 Q OKAY. IF YOU HAD TO RUN A TITLE SEARCH ON EVERY
12 VEHICLE YOU FINANCE, COULD YOU CONDUCT BUSINESS?

13 A ABSOLUTELY NOT.

14 MR. STUDEMEYER: OKAY. THAT'S ALL THE QUESTIONS I
15 HAVE, YOUR HONOR.

16 RECROSS EXAMINATION BY MR. NETTLES:

17 Q IT'S LESS EXPENSIVE FOR YOU TO DO BUSINESS THIS WAY
18 THAN TO GET TITLES?

19 A MOST OF THE TIME THE DEALERS TAKE THE FUNDING CHECK --
20 IN MOST CASES TO A FLOOR PLANNING COMPANY AND PAY OFF THE
21 TITLE AND BRING IT TO US OR DO THE TITLE WORK.

22 Q RIGHT. THE DEALERS HAVE THE TITLE?

23 A NO.

24 Q IT'S ---

25 A IN SOME CASES THEY MAY. IT JUST DEPENDS.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q THERE'S ---
- 2 A IN MOST CASES A FLOOR PLAN COMPANY HAS THE TITLE ---
- 3 Q RIGHT.
- 4 A --- BECAUSE MOST DEALERS DON'T HAVE THE CAPITAL TO
- 5 JUST HAVE THAT TYPE OF ---
- 6 Q RIGHT. AND YOU DIDN'T ASK MR. COLLINS WHERE THE TITLE
- 7 WAS?
- 8 A I DON'T ASK ANY OF MY DEALERS WHERE THE TITLE IS.
- 9 MR. NETTLES: OKAY. THAT'S ALL. THANK YOU.
- 10 THE COURT: THANK YOU, SIR. YOU MAY STEP DOWN.
- 11 (THE WITNESS LEAVES THE WITNESS STAND.)
- 12 MR. STUDEMAYER: MR. WHITE.
- 13 TERRY WHITE, BEING FIRST
- 14 DULY SWORN, TESTIFIED AS FOLLOWS:
- 15 CLERK: PLEASE BE SEATED AND STATE YOUR NAME FOR THE
- 16 RECORD.
- 17 WITNESS: TERRY WHITE.
- 18 DIRECT EXAMINATION BY MR. STUDEMAYER:
- 19 Q MR. WHITE, HOW OLD ARE YOU?
- 20 A 50.
- 21 Q AND YOU OWN A CAR LOT?
- 22 A THAT'S CORRECT.
- 23 Q IN TIMMONSVILLE?
- 24 A THAT'S CORRECT.
- 25 Q WHITE'S AUTO SALES?

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 A YES, SIR.
- 2 Q AND YOU'VE OWNED THAT CAR LOT FOR ABOUT 15 YEARS?
- 3 A THAT'S CORRECT.
- 4 Q AND YOU OWN ALL OF YOUR INVENTORY?
- 5 A THAT'S CORRECT.
- 6 Q YOU DON'T HAVE A FLOOR PLAN WITH ANYBODY?
- 7 A NO, SIR.
- 8 Q ALL RIGHT. YOU KEEP ABOUT 50 CARS IN YOUR INVENTORY
- 9 AT A TIME?
- 10 A APPROXIMATELY.
- 11 Q AND YOU SELL 30 TO 50 CARS A MONTH?
- 12 A APPROXIMATELY.
- 13 Q THAT'S A PRETTY GOOD BUSINESS, ISN'T IT?
- 14 A THAT'S FAIR.
- 15 Q OKAY. NOW, BASICALLY, WHAT YOU DO IS YOU SELL HIGH
- 16 MILEAGE CARS TO POOR PEOPLE WITH POOR CREDIT. IS THAT FAIR
- 17 TO SAY?
- 18 A NOT REALLY.
- 19 Q IT'S NOT?
- 20 A NOT REALLY.
- 21 Q YOU SELL CARS WITH HIGH MILEAGE?
- 22 A WE SELL CARS WITH LOW MILEAGE, HIGH MILEAGE, GOOD
- 23 CUSTOMERS WITH GOOD CREDIT, POOR CUSTOMERS WITH POOR
- 24 CREDIT.
- 25 Q OKAY. SO YOU SELL CARS TO ALL KINDS OF PEOPLE?

- 1 A EXACTLY.
- 2 Q OKAY. AND YOU SELL -- YOU'RE IN THE BUY HERE, PAY
3 HERE BUSINESS; CORRECT?
- 4 A THAT'S CORRECT.
- 5 Q WHICH MEANS YOU FINANCE WHATEVER YOU SELL?
- 6 A ABOUT 75 PERCENT.
- 7 Q OKAY. AND TYPICALLY, ISN'T IT TRUE WHAT YOU DO ON
8 THESE CARS WITH HIGH MILEAGE -- LOWER PRICE CARS -- LET'S
9 SAY CARS UNDER 6 OR \$7,000.
- 10 A OKAY.
- 11 Q WOULD THOSE BE LOWER PRICED CARS, RIGHT?
- 12 A RIGHT.
- 13 Q AND THAT'S THE KIND OF CAR YOU WOULD PREFER TO SELL ON
14 CREDIT?
- 15 A RIGHT.
- 16 Q BECAUSE YOUR COST IN THAT CAR WOULD BE FAR LESS?
- 17 A FAR LESS THAN A \$10,000 CAR, YES.
- 18 Q AND TYPICALLY WHAT YOU TRY TO DO IS GET ENOUGH MONEY
19 UP FRONT AS A DOWN PAYMENT TO COVER YOUR COST OF THE
20 VEHICLE?
- 21 A NOT REALLY.
- 22 Q TO COVER MOST OF YOUR COST IN THE VEHICLE?
- 23 A TWO-THIRDS.
- 24 Q OKAY. SO YOU GET 66 PERCENT OF YOUR MONEY UP FRONT?
- 25 A THERE YOU GO.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q AND THEN YOU FINANCE THE BALANCE AT 36 PERCENT?
- 2 A NOW, YEAH.
- 3 Q AND IF YOU DO THAT OVER A PERIOD OF TIME, YOU CAN
- 4 GENERATE A SIGNIFICANT AMOUNT IN RECEIVABLES, CAN'T YOU?
- 5 A NOT REALLY. YOU TALKING ABOUT ACCOUNTS?
- 6 Q YES, SIR.
- 7 A ACCOUNTS, YES.
- 8 Q OKAY. AND YOU HAVE A SIGNIFICANT NUMBER OF ACCOUNTS
- 9 NOW, DON'T YOU?
- 10 A WE HAVE A FEW.
- 11 Q A FEW IN TERMS OF HUNDREDS. HOW MANY?
- 12 A I'D SAY ROUGHLY 150 MAYBE. I DON'T KNOW.
- 13 Q AND THOSE ACCOUNTS WOULD BE WORTH ABOUT HOW MUCH?
- 14 A I HAVE NO IDEA. I DON'T KEEP UP WITH THE PAPERWORK.
- 15 I HAVE SOMEBODY DOES THAT.
- 16 Q AND THAT'S YOUR DAUGHTER?
- 17 A RIGHT.
- 18 Q HER NAME IS CRYSTAL?
- 19 A RIGHT.
- 20 Q OKAY. NOW, YOU KNOW SCOTT COLLINS?
- 21 A RIGHT.
- 22 Q AND YOU KNEW SCOTT COLLINS WAS IN THE CAR BUSINESS?
- 23 A RIGHT.
- 24 Q HE HAD A PLACE CALLED COLLINS AUTOMOTIVE ON PAMPLICO
- 25 HIGHWAY?

- 1 A RIGHT.
- 2 Q YOU KNEW ALL THAT?
- 3 A RIGHT.
- 4 Q AND HE WAS A DEALER?
- 5 A RIGHT.
- 6 Q AND HE SOLD USED CARS?
- 7 A SAY AGAIN?
- 8 Q AND HE SOLD USED CARS?
- 9 A RIGHT.
- 10 Q OKAY. AND PUT MR. COLLINS IN POSSESSION OF THE
- 11 EXPLORER THAT MS. TIMMONS ENDED UP BUYING?
- 12 A RIGHT.
- 13 Q AND YOU KNEW THAT WHENEVER YOU PUT MR. COLLINS IN
- 14 POSSESSION OF THAT EXPLORER, THAT MS. TIMMONS OR SOMEBODY
- 15 ELSE WAS GOING TO BUY IT?
- 16 A I HAD NO IDEA WHO HE WAS GOING TO SELL IT TO.
- 17 Q WELL, YOU KNEW SOMEBODY WAS GOING TO BUY IT?
- 18 A HOPEFULLY.
- 19 Q AND YOU KNEW THAT PERSON WAS LIKELY TO BE MAKING A
- 20 DOWN PAYMENT ON IT?
- 21 A I DON'T KNOW HOW THEIR FINANCE WORKS.
- 22 Q OKAY. AND YOU KNEW THAT SOME FINANCE COMPANY WAS
- 23 LIKELY TO LOAN MONEY ON IT?
- 24 A I WOULD ASSUME.
- 25 Q OKAY. BUT YOU KNEW ALL THAT WHENEVER YOU PARTED WITH

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 POSSESSION OF THAT EXPLORER?
- 2 A I'M NOT SURE. I MEAN, SAY THAT AGAIN?
- 3 Q WELL, YOU DIDN'T EXPECT TERRY -- YOU DIDN'T EXPECT
- 4 SCOTT COLLINS TO TAKE POSSESSION OF YOUR EXPLORER AND JUST
- 5 SIT ON IT?
- 6 A NO.
- 7 Q YOU EXPECTED HIM TO SELL IT?
- 8 A I EXPECTED HIM TO PAY FOR IT.
- 9 Q WELL, YOU EXPECTED HIM TO SELL IT AND PAY FOR IT?
- 10 A WHAT HE DOES IS NO CONTROL OF ME.
- 11 Q ALL RIGHT. WELL, HE DIDN'T PICK IT UP FOR THE FUN OF
- 12 IT, DID HE?
- 13 A I HAVE NO IDEA. I SELL CARS.
- 14 Q OKAY. BUT WHAT YOU DID WAS YOU DELIVERED A USED CAR
- 15 TO A DEALER WHO SELLS USED CARS?
- 16 A NO, I DIDN'T DELIVER IT.
- 17 Q YOU PARTED WITH POSSESSION?
- 18 A RIGHT.
- 19 Q OKAY. NOW, MS. TIMMONS NEVER CONDUCTED ANY BUSINESS
- 20 WITH YOU WHATSOEVER, DID SHE?
- 21 A NO.
- 22 Q SHE NEVER CAME TO YOUR PLACE?
- 23 A NO.
- 24 Q SHE NEVER SIGNED ANY AGREEMENT WITH YOU?
- 25 A NO.

1 Q SHE NEVER SIGNED AN INSTALLMENT CONTRACT LIKE WE PUT
2 INTO EVIDENCE HERE TODAY?

3 A NO.

4 Q SHE NEVER PROMISED TO MAKE ANY PAYMENTS TO YOU?

5 A NO.

6 Q SHE NEVER MADE A DOWN PAYMENT TO YOU?

7 A NO.

8 Q SHE NEVER PROMISED YOU A THING, DID SHE?

9 A NO.

10 Q NOW, YOU TOOK THAT EXPLORER FROM HER, DIDN'T YOU?

11 A THAT'S CORRECT.

12 Q AND IN ORDER FOR YOU TO DO THAT, YOU HAD TO GET AN
13 ORDER FOR IMMEDIATE POSSESSION FROM THE MAGISTRATE?

14 A RIGHT.

15 Q IS THAT RIGHT?

16 A RIGHT.

17 Q YOU WENT TO THE MAGISTRATE THERE IN TIMMONSVILLE?

18 A RIGHT.

19 Q AND YOU KNOW THE MAGISTRATE?

20 A OF COURSE.

21 Q IN FACT, HE'S BEEN IN TIMMONSVILLE AS LONG AS YOU'VE
22 BEEN IN BUSINESS IN TIMMONSVILLE?

23 A I'M SURE HE HAS -- WELL, I DON'T KNOW IF HE'S BEEN A
24 MAGISTRATE THAT LONG, BUT I KNOW HE'S BEEN IN TIMMONSVILLE
25 ALL HIS LIFE TOO, YEAH.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q OKAY. AND YOU'VE DONE SOME FAVORS FOR THE MAGISTRATE?
- 2 A NOT THAT I KNOW OF.
- 3 Q WELL, YOU PICKED UP A CAR AND HAD IT FIXED FOR HIM ONE
- 4 TIME, DIDN'T YOU?
- 5 A YEAH. YEAH. THAT'S OUR JOB.
- 6 Q OKAY.
- 7 A WE -- WE FIX CARS.
- 8 Q OKAY. AND YOU TOOK A CAR THAT BELONGED TO THE
- 9 MAGISTRATE AND SOLD IT FOR HIM ONE TIME, DIDN'T YOU?
- 10 A YEAH.
- 11 Q OKAY. AND YOU'VE BEEN IN HIS COURT A FEW TIMES OVER
- 12 THE YEARS?
- 13 A I'M SURE I HAVE.
- 14 Q OKAY. ALL RIGHT. SO YOU WENT TO THE MAGISTRATE AND
- 15 YOU GOT AN ORDER FOR IMMEDIATE POSSESSION OF MS. TIMMONS'
- 16 VEHICLE FROM THE MAGISTRATE TO TAKE MS. TIMMONS' VEHICLE?
- 17 A RIGHT.
- 18 Q OKAY. AND SHE NEVER SIGNED ANY AGREEMENT WITH YOU?
- 19 A NO.
- 20 Q AND YOU NEVER SENT HER A NOTICE TO CURE?
- 21 A NO.
- 22 Q AND YOU NEVER PUT UP A BOND TO TAKE HER CAR?
- 23 A NO.
- 24 Q NOW, WHENEVER YOU WENT TO THE MAGISTRATE TO GET THAT
- 25 ORDER, YOU HAD TO SIGN AN AFFIDAVIT?

1 A YES.

2 Q AND THAT AFFIDAVIT SAID THAT YOU DID HAVE AN AGREEMENT
3 WITH HER?

4 A I HAVE NO IDEA, I DIDN'T READ IT.

5 MR. NETTLES: AGAIN, YOUR HONOR, I'M GOING TO OBJECT
6 TO THIS. THIS IS A COLLATERAL ATTACK ON A PROCEEDING
7 THAT'S BEEN DECIDED.

8 MR. STUDEMAYER: YOUR HONOR, I BELIEVE THIS GOES TO
9 THE ISSUE OF UNFAIR TRADE PRACTICES. I'VE GOT THE
10 AFFIDAVIT THAT'S BEEN MARKED FOR IDENTIFICATION ONLY AS
11 EXHIBIT NO. 22, AND I'D LIKE TO HAND IT TO THE WITNESS AND
12 HAVE HIM IDENTIFY IT.

13 MR. NETTLES: YOUR HONOR, PLEASE. AGAIN, I WOULD
14 OBJECT ON THE ISSUE OF THE UNFAIR TRADE PRACTICES BECAUSE
15 HE HASN'T SHOWN THAT THIS TRANSACTION WAS SIMILAR TO THE
16 NATURE OF THE TRANSACTION ON WHICH HE'S BRINGING A LAWSUIT,
17 WHICH IS THE MUNN TRANSACTION. WE'RE SPENDING TIME ON THE
18 TRANSACTION WHERE IT'S DIFFERENT IN HOW IT OCCURRED TO THE
19 ONE THAT HE'S PURSUING, AND I DON'T THINK IT'S RELEVANT TO
20 THIS CASE.

21 MR. STUDEMAYER: YOUR HONOR, I SUGGEST IT IS ENTIRELY
22 RELEVANT BECAUSE WHAT I'M DEMONSTRATING TO THE COURT IS A
23 SERIES OF FOUR TRANSACTIONS THAT WERE JUST ALIKE. IN EACH
24 TRANSACTION MR. WHITE ENTRUSTED VEHICLES TO SCOTT COLLINS.
25 SCOTT COLLINS SOLD THEM, GAVE INDICIA OF OWNERSHIP TO

1 THESES PEOPLE, TOOK LOANS OUT FROM THESE FINANCE COMPANIES,
2 AND THEN MR. WHITE CAME BACK AND SNATCHED THEM. THEY'RE
3 ALL THE SAME. AND WHAT I'D LIKE TO DO, I'D LIKE TO MAKE
4 THIS OFFER IS HAND MR. WHITE HIS AFFIDAVIT THAT HE FILED
5 WITH THE MAGISTRATE GETTING AN ORDER FOR IMMEDIATE
6 POSSESSION OF THEM.

7 THE COURT: OVERRULE THE OBJECTION. I ALLOW THE
8 QUESTION.

9 MR. STUDEMAYER: THANK YOU, YOUR HONOR.

10 Q MR. WHITE, IF I CAN, LET ME HAND YOU WHAT'S BEEN
11 MARKED AS PLAINTIFF'S EXHIBIT NO. 22. DO YOU RECOGNIZE
12 THAT DOCUMENT?

13 A YES.

14 Q SIR?

15 A YEAH.

16 Q OKAY. AND IS YOUR SIGNATURE ON THAT DOCUMENT?

17 A YES.

18 Q OKAY. THAT'S CALLED AN AFFIDAVIT CLAIM AND DELIVERY?

19 A THAT'S CORRECT.

20 Q OKAY. NOW, IF YOU WOULD, READ PARAGRAPH NO. 2 IN THAT
21 AFFIDAVIT?

22 A THE DEFENDANTS -- I DIDN'T BRING ANY GLASSES. THE
23 DEFENDANTS INCURRED A DEBT BY ENTERING INTO CONSUMER CREDIT
24 TRANSACTION TO SECURE PAYMENT OF DEBT, SIGNED, GRANTED
25 SECURITY INTEREST IN A PERSONAL PROPERTY LOCATED IN

- 1 FLORENCE COUNTY. THE PROPERTY IS DESCRIBED AS THE '95 FORD
2 EXPLORER.
- 3 Q OKAY. AND THAT'S NOT TRUE, IS IT?
- 4 A SAY THAT AGAIN?
- 5 Q THAT INFORMATION IN THE AFFIDAVIT IS NOT TRUE, IS IT?
- 6 A MY INTEREST IN THE '95 FORD?
- 7 Q WELL, WHAT I'M ASKING YOU IS: YOU'VE ALREADY ADMITTED
8 THAT MS. TIMMONS DIDN'T SIGN ANY AGREEMENT WITH YOU?
- 9 A NO. BUT IT DOES SAY RIGHT HERE THAT I OWN THIS '95
10 FORD EXPLORER.
- 11 Q SHOW ME WHERE IT SAYS THAT?
- 12 A THE TITLE I HAVE IN MY FOLDER.
- 13 Q BUT SHOW ME WHERE IT SAYS IN THIS AFFIDAVIT?
- 14 A NOT ON THIS AFFIDAVIT, IT DOESN'T.
- 15 Q IT'S NOT IN THE AFFIDAVIT?
- 16 A NO.
- 17 Q WHAT'S IN THE AFFIDAVIT IS THAT YOU TOLD THE JUDGE --
18 YOU SWORE UNDER OATH TO A MAGISTRATE THAT MS. TIMMONS HAD
19 ENTERED INTO A CONTRACT TO BUY THAT VEHICLE FROM YOU?
- 20 A ALL I DID WAS SIGN THIS PIECE OF PAPER SAYING THAT THE
21 FORD EXPLORER WAS MINE AND I WAS PICKING IT UP.
- 22 Q OKAY. IT'S NOT IN THERE?
- 23 A I DIDN'T READ IT, NO, I DIDN'T.
- 24 Q AND IF YOU WOULD, LOOK AT PARAGRAPH 7 ON THE SECOND
25 PAGE.

PROFESSIONAL V. TERRY WHITE, ET AL

1 A OKAY.

2 Q SEE WHAT IT SAYS UNDER PARAGRAPH 7? IT SAYS THAT
3 NOTICE OF A RIGHT TO CURE HAS BEEN GIVEN?

4 A RIGHT.

5 Q YOU NEVER SENT HER A NOTICE TO CURE, DID YOU?

6 A NO, WE DIDN'T.

7 Q OKAY. AND YOU NEVER PUT UP A BOND TO REPOSSESS HER
8 CAR, DID YOU?

9 A NO.

10 MR. STUDEMAYER: I WOULD OFFER THIS AS PLAINTIFF'S
11 EXHIBIT NO. 22, YOUR HONOR.

12 MR. NETTLES: AGAIN, YOUR HONOR, I RENEW MY OBJECTION
13 TO THE RELEVANCE OF THIS, JUST LIKE THE ENTIRE CROSS
14 EXAMINATION ON THIS ISSUE.

15 THE COURT: I WILL CERTAINLY NOTE. I'M GOING TO
16 OVERRULE THE OBJECTION, BUT NOTE THE OBJECTION FOR THE
17 RECORD. NO. 22 OVER OBJECTION.

18 (PLAINTIFF'S EXHIBIT NO. 22 RECEIVED IN EVIDENCE.)

19 Q MR. WHITE, SIMILARLY, LET ME HAND YOU WHAT'S BEEN
20 MARKED AS PLAINTIFF'S EXHIBIT NOS. 22 (SIC) AND 23,
21 AFFIDAVIT IN THE MONTROSE TRANSACTION, NO. 23, AND THE
22 AFFIDAVIT IN THE RALPH SEXTON TRANSACTION, AND ASK IF YOU
23 RECOGNIZE THOSE DOCUMENTS?

24 A THAT'S JUST LIKE THE FIRST ONE YOU HANDED ME, RIGHT?

25 Q YOU LOOK. I WANT YOU TO MAKE SURE.

1 A ALL RIGHT.

2 Q OKAY. WHAT YOU HAVE THERE ARE TWO MORE CLAIM AND
3 DELIVERY AFFIDAVITS, ONE FOR THE MONTROSE TRANSACTION, ONE
4 FOR THE SEXTON TRANSACTION?

5 A CORRECT.

6 Q AND YOU SIGNED BOTH OF THOSE?

7 A CORRECT.

8 Q AND YOU SIGNED THEM UNDER OATH?

9 MR. NETTLES: AGAIN, YOUR HONOR, I THINK FOR THE
10 RECORD, I THINK I NEED TO OBJECT TO THIS. FIRST OF ALL, I
11 THINK IT'S A COLLATERAL ATTACK, AND I DON'T SEE THE
12 RELEVANCY OF THIS.

13 THE COURT: ALL RIGHT. AND I NOTE YOUR OBJECTION AND
14 OVERRULE.

15 Q AGAIN, THESE ARE AFFIDAVITS THAT YOU SWORE UNDER OATH
16 BEFORE THE MAGISTRATE IN TIMMONSVILLE?

17 A YES, SIR, THAT'S A PIECE OF PAPER I SIGNED.

18 Q ALL RIGHT. AND BOTH OF THOSE AFFIDAVITS INDICATE THAT
19 YOU HAVE AN AGREEMENT WITH THOSE TWO CUSTOMERS TO SELL THEM
20 THOSE PARTICULAR CARS?

21 A THAT'S THE WAY THIS IS WORDED, YES.

22 Q AND BOTH OF THOSE AFFIDAVITS INDICATE THAT YOU'VE SENT
23 NOTICE TO CURE TO THOSE TWO CUSTOMERS?

24 A THAT'S WHAT THE PAPER SAYS, YEAH.

25 Q AND WE NOW KNOW THAT YOU DID NOT SEND A NOTICE TO CURE

- 1 TO EITHER CUSTOMER?
- 2 A NO.
- 3 Q BECAUSE YOU DIDN'T SELL A CAR TO EITHER CUSTOMER?
- 4 A NO.
- 5 Q AND YOU DIDN'T PROVIDE EITHER CUSTOMER WITH A BOND?
- 6 A THAT'S CORRECT.
- 7 MR. STUDEMAYER: OKAY. I'D OFFER THESE TWO EXHIBITS,
- 8 YOUR HONOR, 23 AND 24 IN EVIDENCE.
- 9 MR. NETTLES: YOUR HONOR, I RENEW MY OBJECTION TO
- 10 THESE, THE SAME GROUNDS AS BEFORE.
- 11 THE COURT: ABSOLUTELY. AND NOTE HIS OBJECTIONS.
- 12 OVERRULED.
- 13 (PLAINTIFF'S EXHIBIT NOS. 23 AND 24 RECEIVED IN
- 14 EVIDENCE.)
- 15 Q NOW, MR. WHITE, YOU RECEIVED A LETTER FROM ME; IS THAT
- 16 CORRECT?
- 17 A THAT'S CORRECT.
- 18 Q LET ME HAND YOU WHAT'S BEEN MARKED AS EXHIBIT NO. 14.
- 19 THAT'S ALREADY IN EVIDENCE. LET ME ASK YOU IF YOU
- 20 RECOGNIZE THAT DOCUMENT?
- 21 A YES.
- 22 Q IT'S A LETTER FROM ME?
- 23 A RIGHT.
- 24 Q DATED NOVEMBER 30TH OF 2005?
- 25 A THAT'S RIGHT.

- 1 Q AND I SHOULD HAVE ASKED YOU TO BEGIN WITH. BUT HOW
2 MUCH EDUCATION DO YOU HAVE?
3 A 12 YEARS.
4 Q YOU'VE GOT A HIGH SCHOOL DIPLOMA?
5 A NO.
6 Q BUT YOU WENT TO SCHOOL FOR 12 YEARS?
7 A THAT'S EXACTLY RIGHT.
8 Q AND YOU'VE BEEN OPERATING YOUR OWN BUSINESS FOR 15
9 YEARS?
10 A EXACTLY.
11 Q YOU DON'T HAVE ANY PROBLEM READING, WRITING, ANY OF
12 THAT?
13 A NO.
14 Q OKAY. NOW, YOU UNDERSTOOD THE LETTER I SENT TO YOU?
15 A YES.
16 Q OKAY. YOU UNDERSTOOD THAT I WROTE THAT LETTER ON
17 BEHALF OF PROFESSIONAL?
18 A RIGHT.
19 Q YOU UNDERSTOOD THAT PROFESSIONAL CLAIMED AN INTEREST
20 IN THAT TRUCK THAT DANNY MUNN HAD PURCHASED FROM COLLINS?
21 A RIGHT.
22 Q YOU UNDERSTOOD THAT THEY ADVANCED MONEY TO FINANCE
23 THAT TRUCK?
24 A TO COLLINS, YEAH.
25 Q AND YOU UNDERSTOOD THAT PROFESSIONAL WANTED THE

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 CERTIFICATE OF TITLE FOR THE TRUCK?
- 2 A RIGHT.
- 3 Q YOU UNDERSTOOD ALL THAT?
- 4 A RIGHT.
- 5 Q BUT YOU DIDN'T GIVE IT UP?
- 6 A RIGHT. HADN'T BEEN PAID FOR YET.
- 7 Q YOU GOT A HOLD OF THAT TRUCK AFTER DANNY MUNN SHOWED
- 8 UP IN TIMMONSVILLE?
- 9 A RIGHT, HE DROPPED IT OFF, AS A MATTER OF FACT, I
- 10 THINK.
- 11 Q HE DROPPED IT OFF AFTER THE MAGISTRATE SAID ---
- 12 A AT THE CAR LOT, YEAH.
- 13 Q --- THAT YOU'D BE TAKING POSSESSION OF IT?
- 14 A I THINK HE TOLD HIM THAT, YEAH.
- 15 Q NOW, YOU DIDN'T SELL THAT TRUCK RIGHT AWAY, DID YOU?
- 16 A I PROBABLY DIDN'T.
- 17 Q YOU HELD ONTO IT FOR A WHILE?
- 18 A I HOLD A LOT OF THEM BACK THERE IN THE BACK TO TELL
- 19 YOU THE TRUTH.
- 20 Q WELL, THAT LETTER THAT YOU GOT FROM ME IS DATED
- 21 NOVEMBER ---
- 22 A NOVEMBER 30, RIGHT.
- 23 Q LET ME ASK YOU SOMETHING. IF YOU HAD DONE WHAT YOU
- 24 WERE ASKED TO DO IN THIS LETTER HERE MARKED AS EXHIBIT NO.
- 25 14, HOW MUCH WOULD YOU HAVE LOST?

- 1 A HOW MUCH WOULD I HAVE LOST?
- 2 Q YES. WHAT WOULD IT HAVE COST YOU?
- 3 A I SOLD TO COLLINS FOR 35 IF HE'D MADE THE
- 4 ARRANGEMENTS.
- 5 Q OKAY. YOU SOLD THE TRUCK TO COLLINS FOR \$3500?
- 6 A RIGHT.
- 7 Q THE SAME TRUCK THAT DANNY MUNN BOUGHT FROM COLLINS,
- 8 RIGHT?
- 9 A I GUESS. I DON'T KNOW.
- 10 Q ALL RIGHT. WHAT DID YOU PAY FOR THE TRUCK?
- 11 A \$2300, I THINK IT WAS, YEAH. AFTER REPAIRS, I
- 12 PROBABLY MADE 5 OR \$600.
- 13 Q OKAY. SO YOUR TOTAL COST IN IT WOULD HAVE BEEN
- 14 SOMEWHERE AROUND \$3,000?
- 15 A APPROXIMATELY.
- 16 Q SO IF YOU HAD JUST MADE THE DECISION BACK IN NOVEMBER
- 17 OF 2005 TO SAY, SHAME ON ME, I TRUSTED SCOTT ---
- 18 A UH-HUH.
- 19 Q --- AND GAVE UP THE TITLE, GAVE UP THE TRUCK TO
- 20 PROFESSIONAL, YOU WOULD HAVE BEEN OUT \$3,000?
- 21 A RIGHT.
- 22 Q WE'D BEEN DONE?
- 23 A RIGHT.
- 24 Q YOU CHOSE NOT TO DO THAT?
- 25 A RIGHT.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q YOU CHOSE TO FIGHT IT?
- 2 A NO.
- 3 Q YOU CHOSE NOT TO GIVE UP THE TRUCK?
- 4 A I CHOSE NOT TO GIVE MY TRUCK UP.
- 5 Q NOW, YOU ENDED UP SELLING THAT TRUCK SOME TIME LATER.
- 6 LET ME SHOW YOU EXHIBIT NO. 15 AND ASK IF YOU RECOGNIZE
- 7 THAT DOCUMENT?
- 8 A WOODROW SCAFF (PHONETIC) UH-HUH.
- 9 Q YOU SOLD THE SAME TRUCK -- YOU SOLD DANNY MUNN'S TRUCK
- 10 TO WOODROW SCAFF ---
- 11 A RIGHT.
- 12 Q --- ALMOST A YEAR LATER?
- 13 A RIGHT.
- 14 Q AND THAT'S EXHIBIT -- WHAT IS IT?
- 15 A 15.
- 16 Q WHEN YOU SOLD ---
- 17 THE COURT: THAT'S A BILL OF SALE?
- 18 MR. STUDEMAYER: IT'S AN INSTALLMENT CONTRACT.
- 19 THE COURT: OKAY.
- 20 Q AND WHENEVER YOU SOLD IT TO WOODROW SCAFF ---
- 21 A RIGHT.
- 22 Q --- YOU SOLD IT TO HIM FOR 4995?
- 23 A RIGHT.
- 24 Q AND YOU FINANCED IT AT 36 PERCENT?
- 25 A RIGHT.

- 1 Q SO YOU MADE OUT OKAY ON THAT ONE?
- 2 A IF HE'D HAVE PAID FOR IT.
- 3 Q AND HE WOULD HAVE PAID FOR IT, BUT HE DIED?
- 4 A RIGHT.
- 5 Q AND THEN YOU RESOLD IT TO ONE OF HIS FAMILY MEMBERS?
- 6 A I THINK SO, YEAH.
- 7 Q SO YOU STILL MADE OUT OKAY?
- 8 A I HOPE SO.
- 9 Q OKAY. NOW, LET ME ASK YOU ABOUT THE -- I'M GOING TO
- 10 ASK YOU GOING BACK TO THE VEHICLE MS. TIMMONS BOUGHT, THAT
- 11 WAS THE 1995 FORD EXPLORER, CORRECT?
- 12 A RIGHT.
- 13 Q AND AT THE TIME THAT YOU SURRENDERED POSSESSION OF
- 14 THAT VEHICLE TO COLLINS ---
- 15 A RIGHT.
- 16 Q --- YOU EXPECTED TO BE PAID BY COLLINS FOR THAT
- 17 VEHICLE WITHIN A DAY OR TWO, CORRECT?
- 18 A IN TIME FRAME, YEAH.
- 19 Q AND YOUR DAUGHTER PREPARED AN AFFIDAVIT AND
- 20 NOTIFICATION OF SALE THAT WAS SUPPOSED TO BE SIGNED BY
- 21 COLLINS ---
- 22 A RIGHT.
- 23 Q --- WHEN HE PICKED IT UP, RIGHT?
- 24 A RIGHT.
- 25 Q HE WAS SUPPOSED TO ---

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 A NOT WHEN HE PICKED IT UP, WHEN HE PAYS FOR IT.
- 2 Q EXCUSE ME, I'M SORRY. WHENEVER MR. COLLINS BROUGHT
- 3 YOU A CHECK FOR THAT EXPLORER, HE WAS SUPPOSED TO SIGN THIS
- 4 DOCUMENT THAT YOU HAD ALREADY HAD PREPARED?
- 5 A CORRECT.
- 6 Q AND YOUR DAUGHTER SIGNED YOUR NAME?
- 7 A RIGHT.
- 8 Q WITH YOUR PERMISSION?
- 9 A RIGHT.
- 10 Q THAT'S THE WAY YOU DO BUSINESS?
- 11 A CORRECT.
- 12 Q OKAY. LET ME HAND YOU EXHIBIT NO. 21 AND ASK YOU IF
- 13 YOU RECOGNIZE THAT DOCUMENT?
- 14 A THAT'S CORRECT.
- 15 Q OKAY. NOW, THE DATE OF EXHIBIT NO. 21 IS WHAT?
- 16 A SAY THAT AGAIN?
- 17 Q WHAT DATE IS THAT?
- 18 A WHAT DATE THAT WE SIGNED THIS BILL OF SALE?
- 19 Q YES, SIR.
- 20 A APRIL THE 21ST.
- 21 Q APRIL THE 21ST?
- 22 A RIGHT.
- 23 Q THIS IS MS. TIMMONS' VEHICLE?
- 24 A OKAY.
- 25 Q IS THAT RIGHT?

- 1 A FORD EXPLORER, YEAH.
- 2 Q OKAY. NOW, APRIL 21. YOU EXPECT TO BE PAID WITHIN A
- 3 DAY OR TWO?
- 4 A SO SO.
- 5 Q SO SO?
- 6 A RIGHT.
- 7 Q WHAT DOES THAT MEAN?
- 8 A I DON'T KNOW HOW LONG IT TAKES. WHENEVER.
- 9 Q SO YOU TURNED ---
- 10 A I'M NOT A FINANCE COMPANY TO ANOTHER DEALER.
- 11 Q YOU TURNED IT OVER TO COLLINS EXPECTING TO BE PAID
- 12 WHENEVER?
- 13 A PRETTY MUCH.
- 14 Q WHEN DID YOU BEGIN TO WORRY ABOUT YOUR CAR OR YOUR
- 15 MONEY?
- 16 A I'M SURE I HOUNDED HIM. I DON'T KNOW. IT'S BEEN TOO
- 17 LONG AGO FOR ME TO TELL YOU THAT.
- 18 Q TYPICALLY, YOU EXPECT TO BE PAID IN A DAY OR TWO,
- 19 RIGHT?
- 20 A NOT NECESSARILY.
- 21 Q DO YOU REMEMBER WHENEVER I TOOK YOUR DEPOSITION A
- 22 COUPLE OF -- TWO WEEKS AGO MAYBE?
- 23 A RIGHT.
- 24 Q AND YOU TESTIFIED UNDER OATH?
- 25 A RIGHT.

1 Q AND YOU TESTIFIED IN YOUR DEPOSITION YOU EXPECT TO BE
2 PAID WITHIN A DAY OR TWO; DO YOU REMEMBER THAT?

3 A WELL, I DON'T KNOW.

4 Q WELL, LET ME SEE IF I CAN HELP YOU WITH THAT.

5 A IF YOU READ IT TO ME, I'LL REMEMBER IT.

6 (PAUSE.)

7 MR. STUDEMAYER: YOUR HONOR, IF YOU WOULD BEAR WITH ME
8 A MINUTE.

9 THE COURT: YES, SIR.

10 (PAUSE.)

11 Q ALL RIGHT. LET ME TURN YOUR ATTENTION TO PAGE 13.

12 THE COURT: GIVE THIS TO MR. WHITE PLEASE.

13 A 13?

14 Q YES, SIR, PAGE 13.

15 A OKAY.

16 Q I DIRECT YOUR ATTENTION TO LINE 10. I'LL ASK THE
17 QUESTION. YOU READ THE ANSWER, OKAY?

18 THE QUESTION IS: OKAY. OKAY. DID YOU RECEIVE
19 PAYMENT IMMEDIATELY UPON THE SALE OF EACH ONE OF THOSE CARS
20 TO HIM?

21 THE COURT: HE WANTS YOU TO READ THE ANSWER.

22 A OKAY. AND ANSWER IS NO. 12?

23 Q YES, SIR.

24 A I MEAN, IT WOULD TAKE A COUPLE OF DAYS. BUT, YOU
25 KNOW, SOME TIME -- IN THAT TIME FRAME, YEAH.

- 1 Q OKAY. SO WAS I ---
- 2 A SIMILAR TIME FRAME, YEAH.
- 3 Q OKAY. AND OVER THE COURSE OF TIME YOU'VE DONE
- 4 BUSINESS WITH MR. COLLINS, YOU HAD SOLD HIM 30 OR 40 CARS?
- 5 A PROBABLY SO, YEAH.
- 6 Q AND EVERY TIME HE WOULD PAY YOU WITHIN A DAY OR TWO?
- 7 A NOT NECESSARY, BUT A TIMELY FRAME. A TIMELY FRAME,
- 8 YEAH.
- 9 Q OKAY. AND TIMELY FRAME WOULD BE IN TERMS OF DAYS AS
- 10 OPPOSED TO MONTHS, RIGHT?
- 11 A MONTHS, NO, DEFINITELY NOT.
- 12 Q OKAY. NOW, ON THIS TRANSACTION I THINK YOU GOT THAT
- 13 P.T.O. IN FRONT OF YOU STILL. THAT IS EXHIBIT NO.?
- 14 A 21.
- 15 Q 21. OKAY. AND THAT WAS DATED BACK IN APRIL?
- 16 A APRIL, RIGHT.
- 17 Q DID YOU EVER GET PAID FOR THAT CAR?
- 18 A NO.
- 19 Q WHEN DID YOU START WORRYING ABOUT IT?
- 20 A PROBABLY A WEEK OR SO AFTER.
- 21 Q SO YOU WERE WORRIED ABOUT PAYMENT ON THAT CAR WITHIN A
- 22 WEEK?
- 23 A OR SO, YEAH.
- 24 Q THAT WAS BACK IN APRIL OF '05?
- 25 A RIGHT.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q BUT YOU NEVER GOT PAID?
- 2 A WAITING ON DEALER FUNDING IS WHAT I WAS TOLD, YEAH.
- 3 Q OKAY. NOW, THE NEXT TRANSACTION WOULD HAVE BEEN THE
- 4 1985 ---
- 5 A THAT WOULD BE THE VAN IF IT'S A '85.
- 6 Q YEAH, MR. SEXTON.
- 7 A UH-HUH.
- 8 Q DO YOU REMEMBER THAT VAN?
- 9 A UH-HUH.
- 10 Q YOU KNOW ABOUT THE VAN?
- 11 A RIGHT.
- 12 Q AND THAT WAS A HANDICAPPED EQUIPPED VAN?
- 13 A RIGHT.
- 14 Q AND YOU'RE FAMILIAR WITH THAT VAN BECAUSE YOUR MOTHER-
- 15 IN-LAW USED TO OWN IT?
- 16 A CORRECT.
- 17 Q AND YOU SOLD IT OFF -- YOU HAD IT ON YOUR LOT TO SELL
- 18 FOR HER?
- 19 A RIGHT.
- 20 Q AND YOU TURNED THAT VEHICLE OVER TO COLLINS PEOPLE TO
- 21 SELL?
- 22 A I TOLD YOU I DON'T REMEMBER WHO PICKED IT UP. I THINK
- 23 HE SAID IT WAS HAROLD; IS THAT CORRECT?
- 24 Q I BELIEVE THAT'S WHAT MR. SEXTON SAID. NOW, LET ME
- 25 ASK IF YOU RECOGNIZE PLAINTIFF'S EXHIBIT NO. 19?

- 1 A OKAY.
- 2 Q PLAINTIFF'S EXHIBIT NO. 19 IS AN AFFIDAVIT AND
- 3 NOTIFICATION OF SALE OF A HANDICAPPED VAN?
- 4 A RIGHT.
- 5 Q IS THAT RIGHT?
- 6 A (NODS HEAD.)
- 7 Q AND IT'S DATED WHEN?
- 8 A JULY. JULY, UH-HUH.
- 9 Q JULY?
- 10 A 26.
- 11 Q OF 2005?
- 12 A RIGHT.
- 13 Q OKAY. SO THIS WOULD HAVE BEEN 90 DAYS AFTER YOU SOLD
- 14 THE TIMMONS' VEHICLE TO SCOTT COLLINS ---
- 15 A RIGHT.
- 16 Q --- THAT YOU HADN'T BEEN PAID FOR?
- 17 A RIGHT.
- 18 Q YOU WERE ALREADY WORRIED ABOUT THAT ONE?
- 19 A WELL, I WAS WONDERING WHAT WAS GOING -- YEAH, I'M SURE
- 20 I WAS.
- 21 Q AND YOU WENT AHEAD AND DID IT AGAIN?
- 22 A UH-HUH.
- 23 Q OKAY. AND WHENEVER THIS VAN WAS TURNED OVER TO THE
- 24 COLLINS PEOPLE IN JULY OF '05, YOUR DAUGHTER FILLED OUT
- 25 THIS AFFIDAVIT NOTIFICATION OF SALE ---

1 A RIGHT.

2 Q --- THE WAY SHE ALWAYS DID IT?

3 A RIGHT.

4 Q AND YOU ALLOWED HER TO SIGN YOUR NAME TO IT?

5 A RIGHT.

6 Q AND YOUR INTENTION WAS TO HOLD ONTO THAT DOCUMENT

7 UNTIL SCOTT COLLINS BROUGHT YOU A CHECK AND HE SIGNED IT?

8 A RIGHT.

9 MR. STUDEMEYER: OKAY. YOUR HONOR, I WOULD OFFER

10 PLAINTIFF'S EXHIBIT NO. 19 IN EVIDENCE.

11 THE COURT: MR. NETTLES, REGARDING PLAINTIFF'S EXHIBIT

12 NO. 19 AND 21?

13 MR. NETTLES: YES, YOUR HONOR. I DON'T UNDERSTAND THE

14 RELEVANCE OF THOSE, AND THEY'RE NOT COMPLETED DOCUMENTS.

15 THESE ARE JUST DOCUMENTS THAT'S BEEN PREPARED IN

16 ANTICIPATION OF ANOTHER TRANSACTION. SO I DON'T SEE THE

17 RELEVANCE OF THEM.

18 THE COURT: ALL RIGHT. I'M GOING TO OVERRULE THE

19 OBJECTION ON THE RELEVANCE.

20 MR. NETTLES: AND THEY WOULD AMOUNT TO HEARSAY.

21 THEY'RE NOT RECORDING FACTS THAT HAVE OCCURRED. THEY'RE

22 POTENTIAL FACTS, SO I DON'T SEE HOW THEY SHOULD GO IN THE

23 RECORD.

24 THE COURT: ALL RIGHT. I OVERRULE. 19 AND 21.

25 (PLAINTIFF'S EXHIBIT NOS. 19 AND 21 RECEIVED IN

- 1 EVIDENCE.)
- 2 Q LET ME ASK YOU THIS. THESE P.T. -- I CALL THEM P.T.O.
- 3 FORMS; THAT'S WHAT CAR DEALERS CALL THEM, RIGHT?
- 4 A RIGHT.
- 5 Q THESE AFFIDAVIT, NOTIFICATION OF SALE OF MOTOR
- 6 VEHICLE?
- 7 A RIGHT.
- 8 Q THESE FORMS YOU JUST LOOKED AT?
- 9 A RIGHT.
- 10 Q DEALERS CALL THEM P.T.O.'S FOR SOME REASON?
- 11 A RIGHT.
- 12 Q NOW, ARE THESE P.T.O.'S -- IS THAT A DOCUMENT YOU
- 13 MAINTAIN IN THE ORDINARY COURSE OF YOUR BUSINESS?
- 14 A YES.
- 15 Q EVERY TIME YOU SELL A CAR, YOU'VE GOT TO PREPARE ONE?
- 16 A RIGHT.
- 17 Q THE CUSTOMER GETS A COPY, RIGHT?
- 18 A RIGHT.
- 19 Q A COPY GOES TO THE HIGHWAY DEPARTMENT?
- 20 A RIGHT.
- 21 Q A COPY YOU KEEP?
- 22 A RIGHT.
- 23 Q SO IT'S A NORMAL DOCUMENT IN THE COURSE OF YOUR
- 24 BUSINESS?
- 25 A RIGHT.

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 Q OKAY. NOW, LET ME HAND YOU ANOTHER ONE OF THOSE --
2 LET ME ASK YOU THIS. DO YOU HAVE A P.T.O. FORM INDICATING
3 YOUR INTENTION TO SELL A CAR TO EITHER MR. SEXTON OR MS.
4 TIMMONS?
5 A NO.
6 Q YOUR INTENTION WAS TO SELL THESE CARS TO COLLINS?
7 A RIGHT.
8 Q AND THAT'S REFLECTED ON THE P.T.O.'S THAT BEAR YOUR
9 SIGNATURE?
10 A RIGHT.
11 Q OKAY. LET ME HAND YOU WHAT'S MARKED AS PLAINTIFF'S
12 EXHIBIT NO. 20 AND ASK YOU IF YOU RECOGNIZE THAT DOCUMENT?
13 A RIGHT.
14 Q THAT'S ANOTHER P.T.O. FORM, CORRECT?
15 A RIGHT.
16 Q AND THIS IS FOR THE VEHICLE THAT WAS -- THIS WAS FOR
17 THE 1997 FORD?
18 A '97 FORD, YEAH.
19 Q AND THIS WAS THE VEHICLE THAT WAS ULTIMATELY PURCHASED
20 BY MR. MONTROSE FROM COLLINS; IS THAT RIGHT?
21 A I GUESS. THERE'S TWO FORDS INVOLVED, SO I'M NOT SURE
22 WHICH ONE IS WHICH.
23 Q OKAY. AND YOU DON'T HAVE A P.T.O. FORM IN YOUR
24 POSSESSION INDICATING YOUR INTENTION TO SELL A VEHICLE TO
25 MR. MONTROSE, DO YOU?

1 A NO.

2 Q THE ONLY ONE YOU HAVE IS A P.T.O. INDICATING YOUR
3 INTENTION TO SELL IT TO COLLINS?

4 A COLLINS.

5 Q OKAY. THANK YOU VERY MUCH.

6 MR. STUDEMAYER: YOUR HONOR, I WOULD OFFER PLAINTIFF'S
7 EXHIBIT NO. 20 IN EVIDENCE.

8 MR. NETTLES: AGAIN, YOUR HONOR, I OBJECT TO THIS. HE
9 TRIES TO QUALIFY THIS AS A BUSINESS RECORD, BUT IT'S AN
10 INCOMPLETE DOCUMENT OF A TRANSACTION THAT NEVER OCCURRED.

11 THE COURT: ALL RIGHT. OVERRULED.

12 (PLAINTIFF'S EXHIBIT NO. 20 RECEIVED IN EVIDENCE.)

13 Q LET ME ASK YOU ABOUT PLAINTIFF'S EXHIBIT NO. 16. LET
14 ME ASK YOU IF YOU RECOGNIZE THIS DOCUMENT?

15 A OKAY.

16 Q YOU RECOGNIZE THOSE NOTES?

17 A LOOKS LIKE IT, YEAH.

18 Q WHOSE NOTES ARE THOSE?

19 A I GUESS MY SECRETARY, I WOULD SAY.

20 Q AND YOUR SECRETARY IS YOUR DAUGHTER?

21 A RIGHT.

22 Q AND SHE'S ALSO LIKE YOUR OFFICER MANAGER?

23 A RIGHT.

24 Q AND HER NAME IS CRYSTAL?

25 A RIGHT.

- 1 Q TELL US WHAT THOSE NOTES SAY?
- 2 A DO NOT GIVE SCOTT TITLE UNTIL HE PICKS UP CHECK.
- 3 EVIDENTLY HE WROTE ME A BAD CHECK MAYBE OR UNTIL HE BRINGS
- 4 HIS CHECK, I'M NOT SURE. HE WAS WAITING ON TITLE FROM
- 5 QUALITY, SOLD TO COLLINS.
- 6 Q SOLD TO COLLINS?
- 7 A YEAH, THE TRUCK WAS SOLD TO COLLINS.
- 8 Q WELL, DOES IT SAY GOING TO SELL TO COLLINS OR DOES IT
- 9 SAY SOLD TO ---
- 10 A OF COURSE I'M GOING TO WRITE SOLD, BECAUSE THAT'S WHO
- 11 HAS POSSESSION OF IT AT THE MOMENT.
- 12 Q THAT'S EXACTLY RIGHT.
- 13 A RIGHT. BUT UNTIL WE HAVE A CHECK, WE HAVEN'T SOLD
- 14 ANYTHING, RIGHT?
- 15 MR. STUDEMEYER: YOUR HONOR, I WOULD OFFER PLAINTIFF'S
- 16 EXHIBIT NO. 16 IN EVIDENCE.
- 17 THE COURT: YES, 16 IS IN.
- 18 Q SO YOUR RECORDS INDICATE THAT THE MONTROSE VEHICLE WAS
- 19 SOLD TO COLLINS?
- 20 A I WAS SELLING IT TO MONTROSE, RIGHT.
- 21 Q LET'S MAKE SURE WE'RE TOGETHER ON THIS NOW. IT
- 22 DOESN'T SAY SELLING TO, IT SAYS SOLD. CORRECT?
- 23 A RIGHT. RIGHT.
- 24 Q AND I UNDERSTAND WHAT YOUR POSITION IS.
- 25 A RIGHT.

- 1 Q YOU THOUGHT YOU WERE PROTECTED AS LONG AS YOU HELD
2 ONTO THOSE CERTIFICATES OF TITLE?
- 3 A WHY WOULDN'T YOU?
- 4 Q WELL, THAT'S WHAT YOU THOUGHT?
- 5 A OF COURSE.
- 6 Q NOW, LET ME ASK YOU SOMETHING. WE TALKED ABOUT THIS A
7 LITTLE BIT EARLIER. BUT IT'S NOT UNUSUAL FOR A DEALER TO
8 SELL A VEHICLE BEFORE HE ACTUALLY COMES INTO POSSESSION OF
9 THE PAPER TITLE, IS IT?
- 10 A SAY THAT AGAIN NOW?
- 11 Q IT'S NOT UNUSUAL -- IT'S NOT UNUSUAL -- AND IT HAPPENS
12 EVERYDAY THAT DEALERS SELL VEHICLES BEFORE THEY ACTUALLY
13 HAVE POSSESSION OF A PAPER CERTIFICATE OF TITLE?
- 14 A SOME, OF COURSE, I WOULD THINK SO.
- 15 Q THAT'S THE WAY BUSINESS GETS TRANSACTED, RIGHT?
- 16 A PRETTY MUCH.
- 17 Q BECAUSE PEOPLE HAVE TO TRUST ONE ANOTHER?
- 18 A EXACTLY.
- 19 Q OTHERWISE, BUSINESS WOULD COME TO A STAND STILL IF
20 THERE WASN'T SOME TRUST?
- 21 A PRETTY MUCH.
- 22 Q OKAY. NOW, HAVING KNOWN WHEN YOU PARTED WITH
23 POSSESSION OF THAT FORD EXPLORER THAT SOMEBODY WAS LIKELY
24 TO BUY IT AND SOMEBODY WAS LIKELY TO FINANCE IT ---
- 25 A I MEAN, I GUESS.

- 1 Q OKAY.
- 2 A I MEAN, I KNOW WHAT GOES ON IN MY -- MY AREA, BUT I
- 3 DON'T KNOW ABOUT SOMEBODY ELSE'S.
- 4 Q RIGHT. BUT THERE BEING A SUBSTANTIAL LIKELIHOOD ---
- 5 A RIGHT.
- 6 Q --- THAT SOMEBODY WAS GOING TO BUY IT ---
- 7 A RIGHT.
- 8 Q --- AND SOMEBODY WAS GOING TO FINANCE IT ---
- 9 A RIGHT.
- 10 Q DO YOU THINK ---
- 11 A OR PAY CASH.
- 12 Q OKAY. KNOWING THAT, DO YOU THINK IT'S FAIR TO GO TO A
- 13 MAGISTRATE AND PROVIDE A FALSE AFFIDAVIT TO GET AN ORDER
- 14 FOR IMMEDIATE POSSESSION AND SNATCH IT FROM SOMEBODY WHO
- 15 KNEW NOTHING ABOUT THAT? DO YOU THINK THAT'S FAIR?
- 16 A IF IT HADN'T BEEN PAID FOR, I GUESS IT WOULD BE.
- 17 Q DO YOU THINK WHAT YOU DID WAS FAIR?
- 18 A I THOUGHT IT WAS, YEAH.
- 19 Q DO YOU STILL THINK WHAT YOU DID TO MS. TIMMONS WAS
- 20 FAIR?
- 21 A NOT TO MS. TIMMONS. I DID IT TO MR. COLLINS.
- 22 Q WELL, MS. TIMMONS YOU WILL RECALL ---
- 23 MR. NETTLES: AGAIN, YOUR HONOR, I OBJECT TO THIS AS
- 24 TRYING TO COLLATERALLY ATTACK A PREVIOUS LITIGATION.
- 25 MR. STUDEMEYER: YOUR HONOR, IT GOES TO THE UNFAIR

1 TRADE PRACTICE.

2 THE COURT: I'M GOING TO OVERRULE THE OBJECTION.

3 Q DO YOU THINK WHAT YOU DID TO MS. TIMMONS WAS FAIR?

4 A I DIDN'T DO ANYTHING TO MS. TIMMONS.

5 Q YOU TOOK HER CAR.

6 A I TOOK MY CAR.

7 Q YOU TOOK A CAR THAT SHE HAD BOUGHT FROM COLLINS AND
8 FINANCED THROUGH RMC?

9 A WHAT PART THEY HAD, YEAH.

10 Q AND YOU THINK WHAT YOU DID WAS FAIR?

11 A I THOUGHT IT WAS.

12 Q OKAY. AND YOU THINK WHAT YOU DID TO MR. SEXTON WAS
13 FAIR?

14 A THAT WOULD BE THE SAME CASE.

15 Q YOU KNEW WHENEVER YOU PARTED WITH POSSESSION OF THAT
16 VAN, THAT HANDICAPPED EQUIPPED VAN ---

17 A RIGHT.

18 Q --- SOMEBODY WAS LIKELY TO BUY IT? SOMEBODY LIKELY
19 WITH A HANDICAP, AND SOMEBODY WAS GOING TO FINANCE IT?

20 A RIGHT.

21 Q YOU KNEW THAT. AND YOU THINK TAKING IT FROM SOMEBODY
22 BASED UPON AN ORDER FOR IMMEDIATE POSSESSION, BASED UPON
23 FALSE AFFIDAVIT IS FAIR?

24 A RIGHT.

25 Q AND WITH REGARD TO MR. MONTROSE, DO YOU THINK WHAT YOU

- 1 DID TO MR. MONTROSE WAS FAIR?
- 2 A RIGHT.
- 3 Q YOU DO?
- 4 A RIGHT.
- 5 Q YOU KNEW WHEN YOU PARTED WITH POSSESSION OF THAT TRUCK
- 6 IT WAS LIKELY THAT SCOTT WAS GOING TO SELL IT TO SOMEBODY
- 7 ELSE AND SOMEBODY WAS GOING TO FINANCE IT?
- 8 A RIGHT.
- 9 Q AND YOU THINK TAKING IT FROM HIM UNDER THOSE
- 10 CIRCUMSTANCES WAS FAIR?
- 11 A RIGHT.
- 12 Q OKAY. NOW, LET'S SEE IF WE CAN MAKE IT UNANIMOUS.
- 13 WHAT ABOUT MR. MUNN?
- 14 A RIGHT.
- 15 Q DO YOU THINK WHAT YOU DID TO MR. MUNN WAS FAIR?
- 16 A RIGHT.
- 17 Q YOU TOLD MR. MUNN THAT YOU'D TAKEN OUT PAPERS ON HIM
- 18 TOO, DIDN'T YOU?
- 19 A NO.
- 20 Q YOU SURE?
- 21 A HAD I TAKEN OUT PAPERS ON MR. MUNN?
- 22 Q YES, SIR.
- 23 A WE DIDN'T TAKE ANY OUT ON HIM.
- 24 Q YOU TOLD MR. MUNN YOU HAD?
- 25 A I TOLD MR. MUNN THAT WE WOULD BE MEETING THERE TO DO

- 1 THE SAME THING FOR HIM IF HE DIDN'T SHOW UP, AND HE SHOWED
2 UP.
- 3 Q SEE, WHAT YOU'RE SAYING NOW IS THAT YOU THREATENED
4 TO ---
- 5 A IF YOU WANT TO CALL IT THREATEN, I DON'T KNOW.
- 6 Q WELL, YOU ---
- 7 A I WAS ADVISING THAT WE WERE GOING TO COURT AND IT
8 WOULD BE IN HIS BEST INTEREST TO BE THERE.
- 9 Q OKAY. AND IF HE DIDN'T, THAT YOU WERE GOING TO DO THE
10 SAME THING TO HIM ---
- 11 A YES.
- 12 Q --- THAT YOU'D ALREADY DONE TO TIMMONS, TO SEXTON ---
- 13 A CORRECT.
- 14 Q --- AND TO MONTROSE, RIGHT?
- 15 A CORRECT.
- 16 Q AND YOU THINK THAT'S FAIR?
- 17 A YES.
- 18 Q LET ME ASK YOU THIS. IF THE SAME SITUATION WERE TO
19 OCCUR TODAY, WOULD YOU DO IT AGAIN?
- 20 A I HAVE NO IDEA.
- 21 Q YOU THOUGHT IT WAS FAIR?
- 22 A AT THE TIME, YEAH.
- 23 Q FOUR TIMES YOU THOUGHT IT WAS FAIR?
- 24 A RIGHT.
- 25 Q AND YOU'RE STILL NOT -- TODAY YOU'RE NOT SURE?

PROFESSIONAL V. TERRY WHITE, ET AL

- 1 A NO.
- 2 MR. STUDEMEYER: YOUR HONOR, IF YOU'LL BEAR WITH ME
- 3 FOR JUST A SECOND, I THINK I'M ALMOST FINISHED.
- 4 (PAUSE.)
- 5 MR. STUDEMEYER: THAT'S ALL THE QUESTIONS I HAVE.
- 6 THE COURT: MR. NETTLES.
- 7 CROSS EXAMINATION BY MR. NETTLES:
- 8 Q MR. WHITE, THE MUNN VEHICLE, DID YOU HAVE THE TITLE
- 9 FOR THAT?
- 10 A YES.
- 11 Q DID YOU GIVE MR. MUNN THE KEYS TO THAT VEHICLE?
- 12 A YES.
- 13 Q DID HE TAKE IT FOR A TEST DRIVE?
- 14 A YES.
- 15 Q DID HE KNOW IT WAS YOUR VEHICLE?
- 16 A YES.
- 17 Q WHAT DID YOU EXPECT HIM TO DO ONCE HE TOOK IT OFF YOUR
- 18 LOT, WHAT WAS HE SUPPOSED TO DO WITH IT?
- 19 A HE WAS SUPPOSED TO GET HIM SOME FINANCING FOR THE
- 20 VEHICLE.
- 21 Q AND DID HE PAY FOR IT OR BRING IT BACK?
- 22 A NO.
- 23 Q WAS HE SUPPOSED TO EITHER PAY FOR IT OR BRING IT BACK?
- 24 A RIGHT.
- 25 Q ANYTHING UNUSUAL ABOUT SOMEBODY TEST DRIVING A VEHICLE

- 1 LIKE THAT?
- 2 A NO.
- 3 Q MR. MONTROSE, HE GOT THE KEYS FROM YOU?
- 4 A RIGHT.
- 5 Q HE WAS SUPPOSED TO BUY IT OR BRING IT BACK?
- 6 A RIGHT.
- 7 Q NOW, MR. SEXTON, YOU RECALL WHEN HE TESTIFIED AT THE
- 8 MAGISTRATE'S COURT HEARING. MR. SEXTON?
- 9 A RIGHT.
- 10 Q WHEN HE TESTIFIED IN MAGISTRATE'S COURT, WHAT DID HE
- 11 SAY ABOUT WHERE HE GOT THE VEHICLE?
- 12 A HE GOT IT FROM COLLINS.
- 13 Q IN MAGISTRATE'S COURT ---
- 14 A RIGHT.
- 15 Q --- WENT TO MAGISTRATE'S COURT, HE TESTIFIED THERE.
- 16 WHAT DID HE TELL YOU ABOUT HOW AND WHERE HE'D GOTTEN IT
- 17 FROM? WHERE HE PICKED IT UP FROM?
- 18 A PICKED IT UP FROM HAROLD. WELL, HE DIDN'T PICK IT UP.
- 19 I THINK HE BROUGHT IT TO HIM; IS THAT CORRECT? HAROLD HAD
- 20 TAKEN IT TO HIM.
- 21 Q WERE YOU AT THE HEARING IN THE MAGISTRATE'S COURT?
- 22 A RIGHT.
- 23 Q I'M GOING TO SHOW YOU A COPY OF THE RETURN FROM THE
- 24 MAGISTRATE'S COURT AND ASK YOU, DO YOU RECOGNIZE THIS?
- 25 A RIGHT.

- 1 Q I'M GOING TO ASK YOU TO TAKE A LOOK AT THAT AND SEE IF
2 THAT REFRESHES YOUR MEMORY REGARDING THE TESTIMONY OF MR.
3 SEXTON AT THE MAGISTRATE'S COURT ABOUT HOW HE OBTAINED
4 POSSESSION OF THE VEHICLE?
- 5 A OKAY. ASK ME AGAIN NOW?
- 6 Q ALL RIGHT. DO YOU RECALL -- DOES THAT REFRESH YOUR
7 MEMORY AS TO WHAT MR. SEXTON'S TESTIMONY WAS ABOUT HOW HE
8 GOT POSSESSION OF THE ---
- 9 A SEXTON, THAT'S ---
- 10 Q --- VAN, THE HANDICAPPED VAN?
- 11 A OKAY.
- 12 Q WHAT DO YOU REMEMBER ABOUT THAT?
- 13 A I DON'T. I THINK HAROLD COLLINS PICKED IT UP. I
14 THINK THAT'S WHAT HE SAID HIS NAME WAS, HAROLD. I THINK HE
15 PICKED IT UP FROM ME AND TOOK IT OVER THERE FOR HIM TO LOOK
16 AT.
- 17 Q OKAY. DO YOU KNOW IF THAT'S WHAT HE TESTIFIED TO AT
18 THE HEARING IN MAGISTRATE'S COURT?
- 19 A I DON'T REMEMBER TO TELL YOU THE TRUTH. DOES IT SAY
20 ON HERE? (PAUSE.) OKAY. HE TESTIFIED HE PICKED THE CARS
21 UP. AND WHAT ELSE?
- 22 Q DID MR. SEXTON TESTIFY HE PICKED UP THE CAR FROM YOUR
23 LOT?
- 24 A JERRY MONTROSE AND RALPH SEXTON PICKED UP THE VEHICLES
25 FROM WHITE'S AUTO SALES.

- 1 Q THAT'S WHAT THEY TESTIFIED TO AT THE HEARING?
- 2 A RIGHT.
- 3 Q ANYBODY FROM PROFESSIONAL FINANCIAL SERVICES OFFER TO
- 4 PAY YOU ANY MONEY FOR THE VEHICLE THAT MUNN HAD THE CLAIM
- 5 ON?
- 6 A NO.
- 7 Q DID THEY EVER SHOW YOU THAT THEY HAD A TITLE TO THAT
- 8 VEHICLE?
- 9 A NO.
- 10 Q WHO HAD THE TITLE TO THE MUNN VEHICLE?
- 11 A WHITE'S AUTO SALES.
- 12 Q PRIOR TO GETTING THAT -- LET ME ASK YOU THIS. NEVER
- 13 MIND. NOW, I DID WANT TO MAKE CLEAR ONE OTHER THING.
- 14 PLAINTIFF'S EXHIBIT NO. 1, THAT'S THE ONE FOR THE BILL OF
- 15 SALE FROM COLLINS AUTOMOTIVE TO ALBERT TIMMONS. TAKE A
- 16 LOOK AT THAT. TELL ME WHAT THE DATE OF THAT IS?
- 17 A LET'S SEE. JUNE 16.
- 18 Q OKAY. AND THE TRANSACTION -- I SHOW YOU PLAINTIFF'S
- 19 EXHIBIT NO. 3, WHICH IS A BILL OF SALE FROM COLLINS
- 20 AUTOMOTIVE TO JERRY MONTROSE AND ASK YOU TO TELL ME THE
- 21 DATE OF THAT?
- 22 A JULY 22.
- 23 Q AND THE DATE ON THE FINANCING FROM PLAINTIFF'S EXHIBIT
- 24 NO. 7 FOR THE FINANCING OF MR. MUNN?
- 25 A 8/25.

- 1 Q '05; IS THAT RIGHT?
- 2 A YEAH, THAT'S AUGUST.
- 3 Q ALL RIGHT. NOW, MR. WHITE, THESE FOUR VEHICLES WERE
- 4 TITLED IN THE NAME OF WHITE'S AUTOMOTIVE; IS THAT RIGHT?
- 5 A THAT'S CORRECT.
- 6 Q AND WHEN YOU COULDN'T GET THEM BACK, YOU WENT TO THE
- 7 MAGISTRATE'S COURT?
- 8 A RIGHT.
- 9 Q WHO PREPARED THE DOCUMENTS IN MAGISTRATE'S COURT?
- 10 A I GUESS HIS SECRETARY.
- 11 Q WHAT DID YOU TELL HIM?
- 12 A I JUST TOLD HIM THAT WE HAD CARS THAT MR. COLLINS HAD
- 13 PICKED UP -- PICKED UP FROM US, NEVER BEEN PAID FOR. AND
- 14 THESE WERE MY CARS. AND WHAT DID I NEED TO DO?
- 15 Q OKAY. AND THEY PREPARED THE PAPERWORK?
- 16 A RIGHT.
- 17 Q AND YOU SIGNED FOR IT?
- 18 A RIGHT.
- 19 Q AND THEN AFTER THOSE CASES, THOSE CASES WERE ACTUALLY
- 20 TRIED IN FRONT OF THE MAGISTRATE.
- 21 A RIGHT.
- 22 Q APPEALED TO THIS COURT?
- 23 A RIGHT.
- 24 Q AND YOU EVENTUALLY WERE SUCCESSFUL IN THOSE CASES?
- 25 A RIGHT.

1 Q AND YOU DID NOT BRING OUT PAPERS AGAINST MR. MUNN?

2 A NO.

3 MR. NETTLES: I BELIEVE THAT'S ALL I HAVE, YOUR HONOR.

4 THE COURT: ANYTHING ON REDIRECT?

5 MR. STUDEMAYER: NOTHING, YOUR HONOR. AND PLAINTIFF

6 RESTS. I THINK I'VE GOT SOME EXHIBITS THAT WERE IN

7 EVIDENCE.

8 THE COURT: I'VE GOT 11, 12, AND 18 THAT WEREN'T

9 ADDRESSED.

10 MR. STUDEMAYER: I THINK 18 THERE WAS AN OBJECTION TO

11 THAT. I DIDN'T DO ANYTHING FURTHER WITH IT. SO I'VE GOT

12 11, 12, AND 17.

13 THE COURT: RIGHT. I'M SORRY. IT'S 17 AS WELL.

14 MR. STUDEMAYER: ALL RIGHT.

15 THE COURT: ALL RIGHT. AND THAT'S THE PLAINTIFF'S

16 CASE?

17 MR. STUDEMAYER: YES, YOUR HONOR.

18 THE COURT: ALL RIGHT. I'LL BE HAPPY TO TAKE UP ANY

19 MOTIONS AT YOUR PLEASURE.

20 MR. NETTLES: YOUR HONOR, AT THIS TIME THE DEFENDANTS,

21 WHITE AND WHITE'S AUTO SALES, MOVE FOR A VERDICT AS A

22 MATTER OF LAW. THE EVIDENCE IN THIS CASE UNCONTRADICTED --

23 WELL, FROM THE PLEADINGS, THAT MR. MUNN PICKED UP THE

24 VEHICLE FROM WHITE'S AUTO SALES, WAS AWARE THAT WHITE'S

25 AUTO SALES OWNED THIS VEHICLE; THAT HE ALWAYS HAD

1 POSSESSION OF THE KEYS TO THIS VEHICLE, HE TOOK IT TO
2 WHITE'S -- HE TOOK IT TO COLLINS TO GET FINANCING ON IT,
3 SIGNED THE PAPERWORK THERE, AND LEFT.

4 THERE'S NO EVIDENCE IN THIS CASE THAT ANYBODY EVER
5 ENTRUSTED THIS VEHICLE TO COLLINS. AND THEIR TITLE COMES
6 THROUGH -- AND SINCE COLLINS NEVER HAD TITLE TO THE
7 VEHICLE, MR. MUNN -- AND THROUGH MR. MUNN, MR. -- THE
8 PLAINTIFF IN THIS CASE COULD NOT TAKE TITLE TO THIS.
9 THEY'VE NOT BEEN ABLE TO COME WITHIN THE EXCEPTION OF THE
10 LAW WHERE SOMEONE ENTRUST THE VEHICLE, THEN THEY GET THE
11 OWNERSHIP RIGHTS OF THE PERSON TO ENTRUST THIS VEHICLE.

12 THE EVIDENCE IN THIS CASE FOR MR. MUNN IS THAT MR.
13 MUNN HAD THE VEHICLE. HE WAS SUPPOSED TO BUY IT OR BRING
14 IT BACK. HE'S NOT MISLEAD. MR. MUNN CANNOT BE A BUYER IN
15 THE ORDINARY COURSE OF BUSINESS BECAUSE HE HAS KNOWLEDGE OF
16 THE FACT THAT THE VEHICLE IS NOT OWNED BY COLLINS. IT'S
17 OWNED BY WHITE'S AUTO SALES.

18 SO WE THINK WE'RE ENTITLED TO JUDGMENT AS A MATTER OF
19 LAW ON THE TITLE CLAIMS. AND WITH THAT CLAIM, THE REST OF
20 IT FALLS.

21 THE COURT: ALL RIGHT. MR. STUDEMAYER.

22 MR. STUDEMAYER: YOUR HONOR, I UNDERSTAND MR. WHITE'S
23 CLAIM. MR. WHITE BELIEVES -- I DON'T KNOW IF HE STILL
24 BELIEVES. AT ONE TIME HE MAY HAVE BELIEVED THAT BY HOLDING
25 ONTO THE PAPER CERTIFICATES OF TITLE THAT HE WAS SOMEHOW OR

PROFESSIONAL V. TERRY WHITE, ET AL

1 ANOTHER PROTECTED.

2 BUT IF THAT'S WHAT HE BELIEVED, THEN UNFORTUNATELY, HE
3 WAS IGNORANT OF THE LAW. AND HE IS ABSOLUTELY WRONG ON THE
4 LAW. THE LAW COULD NOT BE ANY MORE CLEAR UNDER 36-2-403,
5 THAT ENTRUSTMENT STATUTE AND THE OFFICIAL COMMENTS THAT GO
6 WITH IT AND THE CASE LAW THAT SUPPORTS IT MAKE IT REAL
7 CLEAR THAT THIS IS THE LAW.

8 THE LAW IS THAT WHENEVER YOU DELIVER GOODS TO A
9 MERCHANT WHO DEALS IN GOODS OF THAT KIND, YOU GIVE THAT GUY
10 -- WHETHER HE'S A GOOD GUY OR A BAD GUY -- THE POWER TO
11 TRANSFER THOSE GOODS TO A BUYER IN THE ORDINARY COURSE OF
12 BUSINESS; AND THAT'S EXACTLY WHAT HAPPENED HERE.

13 MS. STONE TESTIFIED THIS WAS THE RELATIONSHIP THAT
14 COLLINS AUTOMOTIVE HAD WITH TERRY WHITE. THEY HAD AN ON-
15 GOING RELATIONSHIP.

16 IN FACT, WHAT SHE SAID -- TO MY SHOCK -- WAS EVERYBODY
17 DOES IT. EVERYBODY DOES IT WRONG. IT'S NOT FAIR TO PEOPLE
18 LIKE MS. TIMMONS AND MR. SEXTON AND MR. MONTROSE OR MR.
19 MUNN OR TO THE LENDERS LIKE PROFESSIONAL OR RMC FOR
20 SOMEBODY WHO REPEATEDLY ENTRUST VEHICLES KNOWING GOOD AND
21 WELL THEY'RE GOING TO BE SOLD AND LIKELY BE FINANCED, AND
22 THEN SNATCH THEM WHEN THEIR DEAL GOES BAD. IT COULDN'T BE
23 MORE WRONG ON THE LAW.

24 MR. NETTLES: YOUR HONOR, PLEASE, PRETTY OBVIOUSLY MR.
25 STUDEMEYER'S ARGUMENT THAT HE'S MISSED THE MAIN POINT OF

PROFESSIONAL V. TERRY WHITE, ET AL

1 THIS IN THAT THE STATUTE SAYS WHEN YOU ENTRUST PROPERTY TO
2 A DEALER OF GOODS IN THE KIND, THAT THEY HAVE THE POWER TO
3 TRANSFER THE TITLE OF THE -- WHATEVER TITLE THE PERSON
4 WHO'S ENTRUSTING THEM HAS.

5 IN THIS CASE, THERE IS NO EVIDENCE THAT MR. COLLINS --
6 MR. WHITE ENTRUSTED THE VEHICLE TO COLLINS.

7 THE EVIDENCE IS THAT HE GAVE THE KEYS AND ENTRUSTED
8 THE VEHICLE TO MR. MUNN, WHO'S NOT A CAR DEALER, AND WAS
9 CERTAINLY AWARE OF HIS POSSESSION. HE COULD NOT -- AND MR.
10 MUNN COULD NOT TRANSFER MR. WHITE'S INTEREST. ALL MR. MUNN
11 COULD DO WAS TRANSFER HIS OWN INTEREST. AND THE
12 PLAINTIFF'S CLAIM FAILS AS A MATTER OF LAW.

13 MR. STUDEMEYER: YOUR HONOR, IF I COULD ADDRESS THAT.
14 THIS I THINK IS A DISTINCTION DIFFERENCE.

15 FIRST OF ALL, THE FACT THAT COLLINS SENT MR. MUNN DOWN
16 TO WHITE'S TO PICK UP THE VEHICLE, THAT WAS -- I BELIEVE
17 THE TESTIMONY MAKES IT CLEAR THAT THAT WAS AS A CONVENIENCE
18 FOR COLLINS. HE WENT DOWN AS AN AGENT OF COLLINS. THEY
19 COULD JUST AS WELL SENT, YOU KNOW, MS. STONE. YOU KNOW,
20 THEY COULD HAVE SENT SOMEBODY WASHING CARS OR SOMEBODY
21 REPAIRING CARS; THAT WAS MERELY AS A CONVENIENCE.

22 THE CLEAR UNDERSTANDING BETWEEN THESE TWO BUSINESSES
23 WAS THAT MR. WHITE'S VEHICLE WAS TO BE BROUGHT TO FLORENCE
24 TO BE SOLD AT COLLINS TO MR. MUNN.

25 SECONDLY, THE P.T.O. FORM THAT WE TALKED ABOUT, THOSE

1 AFFIDAVITS AND NOTIFICATIONS OF SALE OF MOTOR VEHICLES
2 CLEARLY DEMONSTRATE THAT IT WAS MR. WHITE'S INTENTION TO
3 SELL THOSE VEHICLES TO COLLINS. HE DOESN'T HAVE SIMILAR
4 P.T.O. FORMS TO MR. MUNN, TO MS. TIMMONS, TO MR. MONTROSE,
5 OR MR. SEXTON.

6 I WOULD SUGGEST TO THE COURT THAT THERE IS A COURSE OF
7 DEALING BETWEEN WHITE'S AUTO SALES AND COLLINS THAT I
8 BELIEVE IS MANIFEST HERE TODAY WITH WHAT WE'VE PRESENTED.
9 AND I BELIEVE THAT TRYING TO SPLIT HAIRS AND SAY, WELL, IT
10 WAS GIVEN OVER TO MR. MUNN AND NOT TO COLLINS, THAT IS A
11 DISTINCTION WITHOUT A DIFFERENCE. HE KNEW GOOD AND WELL
12 THAT THE RELATIONSHIP WAS BETWEEN WHITE'S AND COLLINS, AND
13 COLLINS WAS GOING TO SELL IT, AND THAT SOMEBODY WAS GOING
14 TO BE STUCK LOSING THEIR DOWN PAYMENT, AND SOME FINANCE
15 COMPANY WAS GOING TO BE LOST -- WAS GOING TO BE STUCK
16 LOSING WHAT THEY ADVANCED.

17 MR. NETTLES: SO NOW, YOUR HONOR, WE'VE GOT TO THE
18 POINT WHERE HE NOW WANTS TO MAKE MR. MUNN THE AGENT OF MR.
19 COLLINS, AND THERE'S ABSOLUTELY NO EVIDENCE OF THAT.

20 THEY HAD TO TAKE THEIR TITLE THROUGH MR. MUNN. MR.
21 MUNN KNEW THAT THIS WAS MR. WHITE'S VEHICLE. IT DOESN'T
22 GET PAID, HE CAN'T BE A BUYER IN DUE COURSE.

23 WE'RE ENTITLED TO JUDGMENT AS A MATTER OF LAW.

24 THE COURT: ALL RIGHT. AT THIS POINT I'M GOING TO
25 DENY THAT MOTION. THE EVIDENCE THAT IS BEFORE THE COURT,

PROFESSIONAL V. TERRY WHITE, ET AL

1 OBVIOUSLY, I THINK I NEED TO LOOK AT AND REVIEW. BUT I
2 THINK THERE CERTAINLY IS MORE THAN ONE INFERENCE THAT CAN
3 BE DRAWN FROM THAT EVIDENCE. AND SO, I MEAN, AT THIS STAGE
4 OF THE LITIGATION, I'M GOING TO DENY THE MOTION.

5 ANYTHING FURTHER, EITHER SIDE? HAVE YOU GOT ANY?

6 MR. NETTLES: YEAH, I WOULD MOVE TO STRIKE ALL THE
7 TESTIMONY IN THIS CASE REGARDING WHAT WENT ON IN THE
8 MAGISTRATE'S COURT, BECAUSE IN THIS CASE THERE WAS NO
9 MAGISTRATE'S COURT ACTIONS. AND THAT STUFF IS JUST
10 COMPLETELY IRRELEVANT TO MR. MUNN -- TO ANY CLAIM THAT GOES
11 THROUGH MR. MUNN. AND IT DOESN'T HAVE ANYTHING TO DO WITH
12 PROFESSIONAL FINANCE EITHER.

13 THE COURT: ALL RIGHT. I'M GOING TO DENY THAT MOTION.

14 MR. NETTLES: YOUR HONOR, I ALSO AT THIS TIME MOVE TO
15 STRIKE THE UNFAIR TRADE PRACTICES ACT CLAIM. THERE IS NO
16 EVIDENCE OF DECEPTION IN THIS CASE OR ANYTHING ALONG THAT
17 LINE OR IN FAIRNESS -- THE TITLES IN THIS CASE WERE ON
18 RECORD WITH THE HIGHWAY DEPARTMENT. MR. MUNN KNEW THAT MR.
19 WHITE HAD THE TITLE. SO THERE'S NO DECEPTION BY MR. WHITE,
20 AND WE MOVE TO STRIKE TO UNFAIR TRADE PRACTICES CLAIM.

21 THE COURT: I'M GOING TO RESPECTFULLY DENY THAT
22 REQUEST AS WELL.

23 THERE IS EVIDENCE IN THE RECORD THAT -- AGAIN, I'M
24 OBVIOUSLY GOING TO REVIEW THE EVIDENCE. BUT I THINK THERE
25 IS EVIDENCE THAT COULD SUPPORT THAT CLAIM, DEPENDING ON HOW

PROFESSIONAL V. TERRY WHITE, ET AL

1 IT'S VIEWED.

2 DO YOU INTEND TO PUT UP ANYTHING?

3 MR. NETTLES: YOUR HONOR, THE DEFENDANT HAS NO FURTHER
4 EVIDENCE.

5 THE COURT: ALL RIGHT. WELL, DO YOU WANT TO MAKE
6 FINAL CLOSING REMARKS THEN? YOU CERTAINLY CAN. YOU'RE NOT
7 REQUIRED TO.

8 MR. STUDEMAYER: YOUR HONOR, I DON'T KNOW THAT IT'S
9 NECESSARY. I HATE TO PUT YOU THROUGH THAT. I KNOW YOU'VE
10 BEEN A LAWYER AND A JUDGE.

11 THE COURT: I'VE HEARD EVERYTHING.

12 MR. STUDEMAYER: I KNOW YOU HAVE. AND I'M SATISFIED
13 THAT THE COURT'S PAID ATTENTION TO WHAT WE'VE PRESENTED.

14 THE COURT: ALL RIGHT. ANYTHING?

15 MR. NETTLES: YOUR HONOR, I WOULD BRING YOUR HONOR'S
16 ATTENTION TO THE DEMARCO CASE. IT'S ATTACHED TO MY BRIEF.

17 THE COURT: OKAY.

18 MR. NETTLES: THAT HELD THAT WITHOUT THAT ENTRUSTMENT,
19 THE ENTRUSTMENT STATUTE DOESN'T APPLY. AND THE EVIDENCE IN
20 THIS CASE IS THAT MR. WHITE ENTRUSTED THIS VEHICLE TO MR.
21 MUNN WHO WAS EITHER TO PAY FOR IT OR BRING IT BACK.

22 THE COURT: ALL RIGHT.

23 MR. NETTLES: AND, AGAIN, THE P.T.O. FORMS THEY TALKED
24 ABOUT WERE FOR ITEMS THAT WERE NEVER COMPLETED. MR. MUNN
25 WENT TO MR. COLLINS NOT TO BUY THE VEHICLE BUT TO FINANCE

PROFESSIONAL V. TERRY WHITE, ET AL

1 IT. AND I THINK THAT'S A CRITICAL DISTINCTION, AND THEY'VE
2 NOT ESTABLISHED THE ELEMENTS OF THE ENTRUSTMENT STATUTE.

3 THE COURT: ALL RIGHT. I'M GOING TO, OBVIOUSLY, LOOK
4 THROUGH THESE MATTERS AND READ THE -- I'VE READ YOUR
5 PRETRIAL BRIEFS, BUT I WANT TO REVIEW THOSE A LITTLE
6 CLOSER. AND I'LL HAVE A DECISION FOR YOU SHORTLY.

7 MR. NETTLES: THANK YOU, YOUR HONOR.

8 MR. STUDEMAYER: THANK YOU, YOUR HONOR.

9 THE COURT: THANK YOU ALL VERY MUCH.

10 (ORIGINAL DEPOSITION OF TERRY WHITE MARKED FOR
11 IDENTIFICATION AS COURT'S EXHIBIT NO. 1.)

12 --- END OF TRANSCRIPT OF RECORD ---

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PROFESSIONAL V. TERRY WHITE, ET AL

1 I, THE UNDERSIGNED DIANNE A. RUTLEDGE, OFFICIAL COURT
2 REPORTER FOR THE FIFTH JUDICIAL CIRCUIT OF THE STATE OF
3 SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A
4 TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF THE RECORD OF THE
5 PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE TRIAL OF THE
6 CAPTIONED CASE, RELATIVE TO APPEAL, IN THE CIRCUIT COURT
7 FOR FLORENCE COUNTY, SOUTH CAROLINA ON THE 4TH DAY OF JUNE
8 2009.

9 I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN,
10 COUNSEL, NOR INTEREST TO ANY PARTY HERETO.

11

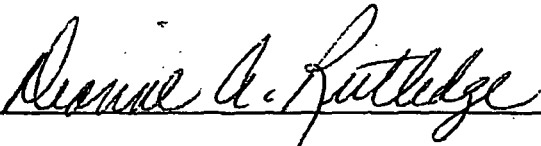
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JANUARY 19, 2009

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COURT REPORTER

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PROFESSIONAL V. TERRY WHITE, ET AL

BILL OF SALE

DEALER		INVOICE NO.	
ST		DATE June 16, 2005	
CITY Collins Automotive		STOCK NO. 0203	
1605 East Pamplico Highway		DEALER NO. 17800	
FLORENCE SC 29505		DRIVERS LIC. #	
PURCHASER ALBERTA TIMMONS		HOME	
STREET		BUS. 843-676-0757	
CITY 625 MCELVEEN ST		STAT	
		843-669-6995	

YEAR	MAKE	MODEL	SERIAL NO.	MILEAGE	COLOR
1995	FORD	EXPLORER	1FMDU34XSSJB73759	98000	BLACK
CASH PRICE OF VEHICLE (INCL. SALES OR USE TAX)			\$ 5,576.84	USED VEHICLE TRADE IN AND/OR OTHER CREDITS	
ACCESSORIES			278.84	YEAR MAKE	
PLAINTIFF'S EXHIBIT <i>1</i>			MODEL	BODY	
			COLOR	MILEAGE	
			VIN #	TAG #	
			PAYOFF DUE:		
TOTAL			\$ 5,855.68	P/O ACCT. #	
LOC TAXES (IF ANY)			n.a.	QUOTED BY GOOD THRU	
(License, License Transfer, Title Registration Fee)			n.a.	USED VEHICLE ALLOWANCE	
PROTECTION PLAN			n.a.	\$	
MISCELLANEOUS			n.a.	LESS BALANCE OWED	
TOTAL CASH DELIVERED PRICE			2500.00	NET ALLOWANCE IN USED VEHICLE	
TOTAL DOWN PAYMENT (Transfer from Right Column)			\$ 1,000.00	CASH WITH OF DEL	
UNPAID CASH BALANCE DUE ON DELIVERY			\$ 5,105.68	TOTAL DOWN PAYMENT (Transfer to Left Column)	
				\$ 1,000.00	

JEN INFO:

45-NORTH IRBY-ST

FLORENCE SC 29501

VERIFIED BY

800-633-4020

AGENT: DELMAS-MOORE

AGENCY NAME:

ADDRESS: PO BOX 156 PAMPICO SC 29583

INS CO: AMERICAN INT'L SOUTH INS CO

OL #: AIG2812236

OL CO: AMERICAN INT'L SOUTH INS CO

OL: AIG2812236

AG TRANSF. INFO.: EXP. DATE:

AG # STICKER #

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE RETAIL. INSTALLMENT CONTRACT BE WITHIN THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his execution of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this order.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

The Seller, Collins Automotive, hereby expressly disclaims all warranties, whether expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller, Collins Automotive, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle, and the purchaser acknowledges this disclaimer.

BUYER HEREBY ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS BUYER'S ORDER

June

05

16th

Record on Appeal page 154

TO REORDER CALL CIADA (800) 432-4232



AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)



No. 606226

Collins Automotive

021283004

Personally appeared before me _____
1605 East Pamlico Highway Florence Florence (Seller) (Dealer Retail Tax #)
SC 29505

(Address) 22nd July 2005
who being duly sworn, deposes and says that on the _____ day of _____ Yr _____

he sold the following motor vehicle: Make FORD Model F-150
1997 Identification (Serial) No. 1FTDF1824VNA30091

Year _____ Identification (Serial) No. JERRY MONTROSE

License No. _____ to _____
2327 BUCKSHOT RD EFFINGHAM (Buyer) SC 29541
(Street) (City) (County) (State) (Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder RMC FINANCIAL Amount 10,151.64
Address 145 NORTH IRBY ST Florence SC 29501 Date 07-22-2005
140000

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

- ☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Lynn Stone
(Signature of Seller)

(Print Seller's Name)

Jerry Montrose
(Signature of Buyer)

(Print Buyer's Name)

Property Tax Section
Check One:

XX

____ Purchase License Plate
008589363

D. L. Number _____

License Plate Issued _____

____ Transfer License Plate

Jerry Montrose
Signature of Buyer/if purchasing plates

DEALER Collins Automotive & Truck INVOICE NO. _____
 STREET 1605 E Pamplona Hwy DATE 8-4-05
 CITY Florence STATE S.C. ZIP CODE 29505 STOCK NO. _____
 PURCHASER Ralph Sexton DEALER NO. _____
 STREET 4905 Pamplona Hwy DRIVERS LIC. # _____
 CITY Florence COUNTY _____ STATE S.C. ZIP CODE 29505
 HOME _____
 BUS. _____

YEAR	MAKE	MODEL	SERIAL NO.	MILEAGE	COLOR
85	Chevy	Van	1ABEC25H1F7173638	71000	Blue

CASH PRICE OF VEHICLE (INCL. SALES OR USE TAX)		\$ 5000 00	USED VEHICLE TRADE IN AND/OR OTHER CREDITS	
ACCESSORIES			YEAR	MAKE
			MODEL	BODY
			COLOR	MILEAGE
			VIN #	TAG #
			PAYOFF DUE:	
TOTAL		\$ 5000 00		
LOCAL TAXES (IF ANY)		250 00	P/O ACCT. #	
(Lic License Transfer, Title Registration Fee)		34 00	QUOTED BY	
PROTECTION PLAN <u>CAP</u>		250 00	GOOD THRU	
MISCELLANEOUS			USED VEHICLE ALLOWANCE \$	
TOTAL CASH DELIVERED PRICE			LESS BALANCE OWED	
TOTAL DOWN PAYMENT (Transfer from Right Column)		\$	NET ALLOWANCE ON USED VEHICLE \$	
UNPAID CASH BALANCE DUE ON DELIVERY		\$ 5503 00	CASH WITH ORDER	
			TOTAL DOWN PAYMENT (Transfer to Left Column) \$	

PLAINTIFF'S EXHIBIT
4
AW

LIEN INFOR:

INS. PHONE 661-2900 VERIFIED BY KH
 AGENT: Richard Lyles
 AGENCY NAME: All State
 ADDRESS: _____
 LIAB CO: _____
 POL. #: 930481853
 COL. CO.: 4-13-05-4-10-05
 POL. #: _____
 TA ANSF. INFO.: EXP. DATE: _____
 TAG # _____ STICKER # _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____
 DAY OF _____ 20____

NOTARY PUBLIC

COMMISSION EXPIRES _____

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that **THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON THE TERMS.** Purchaser by his execution of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this order.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

The Seller, Collins Automotive, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller, Collins Automotive, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle, and the purchaser acknowledges this disclaimer.

BUYER HEREBY ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS BUYER'S ORDER AND INVOICES.

BUYER'S SIGNATURE

By: Ralph S. Sexton

DATE

BILL OF SALE

DEALER
STREET
CITY
PURCHASER
STREET
CITY
COUNTY
STATE
ZIP CODE

INVOICE NO.
DATE
STOCK NO.
DEALER NO.

DRIVERS LIC. #
HOME
BUS.
CITY
COUNTY
STATE
ZIP CODE

YEAR	MAKE	MODEL	SERIAL NO.	MILEAGE	COLOR
2003	FORD	F-150	1FTTF1722XNA08944	20977	RED BRIGHT

CASH PRICE OF VEHICLE (INCL. SALES OR USE TAX)	\$ 6,139.03	USED VEHICLE TRADE IN AND/OR OTHER CREDITS
ACCESSORIES	300.00	YEAR MAKE
		MODEL BODY
		COLOR MILEAGE
		VIN # TAG #
		PAYOFF DUE:
TOTAL	\$ 6,439.03	
LOCAL TAXES (IF ANY)	n.a.	P/O ACCT. #
(License Transfer, Title Registration Fee)	n.a.	QUOTED BY GOOD THRU
PROTECTION PLAN	n.a.	USED VEHICLE ALLOWANCE \$ n.a.
MISCELLANEOUS	477.20	LESS BALANCE OWED n.a.
TOTAL CASH DELIVERED PRICE	6,998.83	NET ALLOWANCE ON USED VEHICLE \$ n.a.
TOTAL DOWN PAYMENT (Transfer from Right Column)	\$ 500.00	CASH WITH ORDER 500.00
UNPAID CASH BALANCE DUE ON DELIVERY	\$ 6,498.83	TOTAL DOWN PAYMENT (Transfer to Left Column) \$ 500.00



FINANCIAL SERVICES
2003 West Palmetto
Greenville SC 29601
NS. PHONE
AGENT
AGENCY NAME
ADDRESS
FAB CO
VOL. #
VOL. CO
VOL. #
AG. INFO. EXP. DATE
AG # STICKER #
SUBSCRIBED AND SWORN TO BEFORE ME THIS 25th DAY OF August 2005
NOTARY PUBLIC

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his execution of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this order.

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BUYER HEREBY ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS BUYER'S ORDER AND INVOICES.

BUYER'S SIGNATURE Danny Munn 08-25-2005
DATE

MOTOR VEHICLE RETAIL INSTALLMENT CONTRACT AND TRUTH IN LENDING DISCLOSURE

Amount Number

3531

Date

08-25-2005

Purchaser (Print Full Name) _____ Date of Birth _____ Address _____ City _____ County _____ State _____ Zip Code _____
 DANNY MUNN 12-06-67 344 BARETT CIR EFFINGHAM SC 29541
 Joint Purchaser (Print Full Name) _____ Address _____ City _____ County _____ State _____ Zip Code _____

Seller/Creditor (Dealer's Name) _____ Address _____ City _____ County _____ State _____ Zip Code _____
 Collins Automotive 1605 East Ramplico Highway Florence Florence SC 29505

Seller sells and you, the Purchaser, agree to buy the motor vehicle and/or other personal property described below (the "Collateral"). As used in this Agreement, the words "we", "us" and "our" refer to Seller/Creditor and its successors and Assigns collectively called "Secured Party" and the words "you" and "your" refer to Purchaser. You may buy the Collateral for cash, in the amount shown below as the "Cash Price", or on credit (finance lease) for the amount shown below as the "Total Sale Price". By signing this agreement, you decide to buy the Collateral on credit and agree to all the terms of this agreement including the reverse side. This sale is not contingent on further financing. You give the Seller and its successors and assigns a purchase money security interest in the Collateral, which you have examined and accepted in its present condition. The Collateral is described as follows:

New or Used	Year	Make/Model	Serial Number	No. Cylinders	Ton Capacity If Truck
USED	1999	FORD F-150	1ET7E1722XN000844	8	

Use For Which Purchased: ☒ Personal ☐ Business ☐ Agricultural

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The dollar amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment.
26.50 %	\$ 2,457.67	\$ 6,498.83	\$ 8,956.50	\$ 9,456.50

Your payment schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
30	\$ 298.55	Sep 24 2005 and same date of each following month.

Late Charge. If a payment is not paid in full within 10 days after it is due, you will be charged the maximum late charge authorized by law. The late charge shall be 5% of the amount of the payment that is late. The late charge will not exceed \$14.00 for contracts executed in South Carolina, \$50 for contracts executed in Georgia and \$6 for contracts executed in North Carolina.

Prepayment. If you pay off early you may be entitled to a refund of part of the finance charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. See below and the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and security interest.

Itemization of Amount Financed

- Cash Price (including any accessories, extras, services, and taxes) \$ 6,499.83 (1)
- Total Downpayment = Net Trade-in \$ _____ + Cash Downpayment \$ 500.00 \$ 500.00 (2)
- Unpaid Balance of Cash Price (Amount paid on your Account) (1 minus 2) \$ 5,999.83 (3)

Amounts Paid to Others on Your Behalf:

- (Check Insurance Coverage desired)
- A To: _____ -Mechanical Repair Insurance Company* ☐ \$ _____ N. A.
- B To: Credit Insurance Company (single life)* ☐ \$ _____ N. A.
- C To: Credit Insurance Company (joint life)* ☐ \$ _____ N. A.
- D To: Accident and Health Insurance Company* ☐ \$ _____ N. A.
- E To: Public Officials For Title, License, Lien Fee and Registration Fees (Itemize) \$ _____ N. A.
- F To: Other Charges (Identify Who Must Receive Payment and Describe Purpose)* \$ _____ N. A.
- To: ServicePoint For: GPP \$ 499.00
- To: R. A. For: R. A. \$ _____ N. A.

Total Other Charges and Amounts Paid to Others on Your Behalf

\$ 499.00 (4)

*Seller/Assignee may retain a portion of this amount.

Amount Financed - Unpaid Balance (Amount of Credit you will get (3 + 4))

\$ 6,498.83 (5)

Insurance Disclosures

Liability Insurance Coverage for Bodily Injury and Property Damage Caused to Others is Not Included

Physical Damage Insurance is required but may be obtained through any person you choose. You have the option of furnishing the required amount of insurance through your existing insurance policy(ies) or from any insurer authorized to transact business in the state in which this contract is executed. The Secured Party may for reasonable cause decline the insurance you provide.

OPTIONAL INSURANCE. CREDIT LIFE, ACCIDENT AND HEALTH, AND MECHANICAL REPAIR INSURANCE ARE NOT REQUIRED IN CONNECTION WITH THIS SALE AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

TYPE	PREMIUM	SIGNATURE	DATE	TERM
Mechanical Repair Insurance	I want mechanical repair insurance.	Signature _____	Signature/Joint Purchaser _____	Term: Months _____ N. A.
Credit Life	I want credit life insurance.	Signature/Purchaser _____	Signature/Joint Purchaser _____	Term: Months _____ N. A.
Accident and Health	I want accident and health insurance.	Signature _____	Signature/Joint Purchaser _____	Term: Months _____ N. A.

Each Purchaser, Joint Purchaser and Co-signer upon signing promises to pay to Secured Party or its assigns the Amount Financed together with a Finance Charge on the unpaid Amount Financed in installments as shown in the payment schedule above.

Notice to Purchaser(s): See "No Warranties" paragraph on the reverse side.

Notice to Purchaser(s), Joint Purchaser and Co-signer: Do not sign this agreement before you read it carefully, or if it contains any blank spaces. You are entitled to an exact copy of the agreement you sign. Keep it to protect your legal rights. By signing below you acknowledge that you have received a copy of this agreement.

Daniel Munn (SEAL)
 Purchaser

Joint Purchaser

(SEAL)

(SEAL)



TO REORDER CALL CIADA (800) 432-4232



No. 606296

AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

Personally appeared before me Collins Automot 021283004
(Seller) (Dealer Retail Tax #)
1605 East Pamlico Highway Florence Florence SC 29505
(Address) 25th August 2005
who being duly sworn, deposes and says that on the day of Yr.
he sold the following motor vehicle: Make FORD Model F-150
Year 1999 Identification (Serial) No. 1FTZF1722XNA08844
License No. DANNY MUNN
344 GARRETT CIR EFFINGHAM (Buyer) SC 29541
(Street) (City) (County) (State) (Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lien holder Professional Financial Services Amount 8,956.50
Address 3203 P West Palmetto Florence SC 29501 Date 08-25-2005

I certify that the odometer now reads 88877 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Lynn Stone
(Signature of Seller)

(Print Seller's Name)

Danny Munn
(Signature of Buyer)

DANNY MUNN

(Print Buyer's Name)

Property Tax Section
Check One:

XX

Purchase License Plate
008599137

D. L. Number

License Plate Issued

Transfer License Plate

Danny Munn
Signature of Buyer/if purchasing plates

APPLICATION FOR CERTIFICATE

OF TITLE/REGISTRATION

S.C. Department of Public Safety - DMV

P.O. Box 1498

Columbia, S.C. 29216

STAPLE HERE ONLY

Original Title _____

Duplicate Title _____

Purchase Tag _____

Transfer Tag _____

PLEASE READ INSTRUCTIONS

If you intend to operate this vehicle, you MUST purchase a license plate or transfer a license plate.

Please see instructions "A" or "C" below.

IF LICENSE TAG IS TO BE PURCHASED:

- (1) Complete Section 1, 2, 4, 5*, and 6 of this application and submit:
- (2) a. Manufacturer's Statement of Origin, or title** properly assigned to new owner, (if out-of-state title is held by lienholder, submit out-of-state registration).
- b. Certified Odometer Mileage Statement for each sale.
- c. Paid property tax receipt from county of residence for vehicle being registered. ****
- d. Fee - See Fee Schedule (Casual Excise or Use Tax is not included***).
- (3) If applying by mail, use zip code 29216-0019.

B. IF APPLYING FOR DUPLICATE TITLE:

Original title was: (check one only)

____ Lost ____ Stolen, or ____ Mutilated

- (1) Complete Sections 1, 6, and 7* of this application.
- (2) If title has been mutilated, title must be submitted.
- (3) Submit fee of \$10.00.
- (4) If applying by mail, use zip code 29216-0024.

C. IF LICENSE TAG IS BEING TRANSFERRED (Same Owner's Name)

- (1) Complete Sections 1, 2, 4, 5* and 6.
- (2) Submit the following:
 - a. Title** or Manufacturer's Statement of Origin properly assigned to new owner.
 - b. Certified Odometer Mileage Statement from previous owner.
 - c. Previous registration in same registered owner's name.
 - d. Fee - See Fee Schedule
- (*) If applying by mail, use zip code 29216-0019.

D. IF APPLYING FOR ONLY A TITLE:

- (1) Complete Section 1, 3*, 4*, 5*, 6 and 7* of this application.
- (2) Previous title** properly assigned (lien properly satisfied).
- (3) Submit fee of \$10.00 (Casual Excise or Use Tax is not included***).
- (4) If applying by mail, use zip code 29216-0026.

NOTE: A copy of this application for a mobile home must be filed with the County Auditor's Office in which the mobile home is titled.

FEE SCHEDULE - DO NOT SEND CASH

Personal checks accepted in applicant's name only.

You may be eligible to pay an uninsured motorist's fee. Information on this program will be furnished upon request.

Passenger cars - \$24.00 fee (Persons 64 years of age \$22.00, 65 or older or disabled \$20.00, upon proof by driver's license number, department issued identification card number or social security number _____)

Date of Birth _____

If disabled, attach a statement from a medical doctor as to the permanency of the disability. Placard # _____

Motorcycles - \$10.00 fee

Utility or Camper Trailers - \$10.00 fee

Trailers with empty weight in excess of 2500 lbs. - \$20.00 fee

Trucks, Truck-Trailers and Road Tractors (All Property Carrying Vehicles)****

GROSS VEHICLE WEIGHT FEE

0001-4000	\$30.00
4001-5000	\$40.00
5001-6000	\$60.00
6001-7000	\$70.00
7001-8000	\$80.00
8001-9000	\$90.00

(Over 9000 GVW upon request)

Transfer - \$3.00 fee (Additional fees may be due when transferring a plate to a truck.)

Title - \$10.00

PENALTY FEES - (In addition to regular fees)

Failure to register within 45 days is as follows:

46 to 60 days -	\$10.00
61 to 75 days -	\$25.00
76 to 135 days -	\$50.00
Over 135 days -	\$75.00

*Additional information only if applicable.

**S.C. Title dated prior to June, 1989 must be signed over on back and be accompanied by a Bill of Sale.

***5% of selling price (\$300.00 maximum)

****Trucks over 26,000 GVW. and buses 16 passengers or more for hire must show SSN or FEIN, but tax receipt is not required.

DMV USE ONLY

CLASS RATED BY

Expedite Title Fee	_____
Expedite Reg. Fee	_____
____ LIC. FEE	_____
Uninsured Fee	_____
Use or Excise Tax	_____
Penalty	_____
Wt. Increase	_____
Transfer	_____
Title	_____
Gift of Life Fund	_____
TOTAL FEES	_____

SECTION 1

FORM TO BE TYPED (MINIMUM FONT SIZE 14) OR PRINTED LEGIBLY IN BLACK INK

Value of Vehicle		Year/Make		Title Number (DO NOT WRITE IN THIS BLOCK)		Vehicle Tag No.		Tag (Validation) No.	
FORD		1999							
Model No.		New _____		Vehicle Identification Number		Exp. Date of Tag		Gross Wgt.	
F-150		Used <u>XX</u>		1FTZF1722XNA08844					
Body Style		Veh. Wgt.		Odometer Mileage		Date Brought into S.C./Date Established Residency		Date Acquired	
2 DOOR				88877				08-25-2005	
Name of Owner(s)						City Limits		FEIN/Social Security No./Driver License No.	
DANNY MUNN						Yes <u>Y</u> No _____		249-33-5545	
Street Address (For Special Mailing, Use Lower Right Corner)						Vehicle Used (Check One)		Date First Operated	
344 GARRETT CIR						<u>Y</u> Privately _____ Commercially _____		08-25-2005	
City		State		Zip Code		County		From Whom Vehicle Purchased (Check One)	
EFFINGHAM		SC		29541				<u>Y</u> Dealer _____ Individual _____	
Vehicle is subject to the following liens:						S.C. Dealer's/Wholesaler's Number		17800	
1. Lien Professional Financial Services						08-25-2005		Sales Price	
Address								6,199.83	
3203 P West Palmetto						Sales Tax Number		021283004	
City		State		Zip Code		Name of Seller			
I		SC		29501		Collins Automotive			
Address						Address		City	
1605 East Pamplina Highway						Florence		SC	
Special Mailing of New Owner						City		State	
						City		State	
						City		State	

PLAINTIFF'S
EXHIBIT

SECTION 2-INSURANCE CERTIFICATION

Under penalties of perjury, I declare that this vehicle is insured with the company named below, and I will maintain liability insurance throughout the registration period.

GMAC

Insurance Company

SECTION 3-SALVAGE VEHICLE INFORMATION

The vehicle described on this application is: (Check One) ☐ Rebuildable ☐ Non-Rebuildable (These vehicles may not be re-titled)

Furthermore, the vehicle sustained the following damage: ☐ Collision ☐ Fire ☐ Water ☐ Stolen (Recovered) ☐ Stolen (Unrecovered)

Calculate the Salvage Percentage: Pre-damaged Value _____

Estimate for Repairs _____

Percentage _____

SECTION 4-ODOMETER MILEAGE STATEMENT

I state that the odometer now reads 88877 (no tenths) 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.

STOP! DO NOT check one of the following unless it applies.

- ☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in EXCESS of its mechanical limits.
☐ 2. I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPANCY

WARNING: 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.

SECTION 5-CASUAL SALES TAX EXEMPTION

Vehicles purchased from individuals and titled in South Carolina are subject to an excise tax unless exempt. The tax is 5% of the sales price up to a maximum of \$300.00. (Mobile homes are calculated differently)

I, _____, am not entitled to a sales tax exemption.
Signature of Owner

Vehicle transferred from: (check one)

☐ mother ☐ father ☐ wife ☐ husband ☐ son ☐ daughter ☐ sister ☐ brother ☐ grandparent ☐ grandchild

☐ This vehicle is transferred to me as: (check one) ☐ legal heir ☐ beneficiary ☐ distributee

☐ I am a non-resident military person

☐ Bonafide gift

SECTION 6-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.

Danny R. Munn

Signature of Owner(s) - must be signed in ink by each owner or authorized agent

08-25-2005

Date

SECTION 7-SATISFACTION OF LIENS

SATISFACTION OF FIRST LIEN

This is to certify that the lien against the vehicle has been fully satisfied on

_____ Yr. _____

NAME OF LIENHOLDER

By _____

Title _____

SATISFACTION OF SECOND LIEN

This is to certify that the lien against the vehicle has been fully satisfied on

_____ Yr. _____

NAME OF LIENHOLDER

By _____

Title _____

SECTION 8 - GIFT OF LIFE TRUST FUND

Do you wish to donate an additional \$1.00 or more to the Gift of Life Trust Fund? ☐ Yes ☐ No

Amount _____

56-3-240 (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 as a bus common carrier. The Driver's Privacy Protection Act of 1994 (DPPA), 18 USC Section 2721-2725 restricts the disclosure of personal information contained in our records.

NOV-28-2005 04:31PM FROM-PROFESSIONAL FINANCIAL COLA 8039310743 T-220 P.003/004 F-460

MUNN, DANNY
344 GARRETT CIRCLE
EFFINGHAM, SC 29541

HOME PHONE: 843-662-0270
EMP: WEAVERS LANDSCAPING
843-206-4146

1ST PAY : 09/24/05
LOAN AMT : 8956.50
PAYMENT : 298.55
PDTH/LC : 1005 1005
DEF/ADEL :
DEF: 11/05 147.99
BALANCE : 8362.38
PAYOFF : 6116.60
DUE ---->: 301.53

OPER/CLOS: 1
LAST DUE : 11/24/05 301.53
NEXT DUE : 12/24/05 613.58
PAID LAST: 11/07/05 3.52
CON: 000 00-----
REC: 021 01-----
LC : 13.50 DL/REC: 107.01 N

ACT RES PROMDATE PROMAMT 2ND-PROM FORM ACTN COL FLASHING MESSAGE

SGJ **NEED NEW HOME **

11/28/05 1 12:27 PM ACCOUNT IS CURRENTLY BEING WORKED BY RSL
11/23/05 1 RSL 01:27 PM SGJ
11/23/05 2 SCOTT COLLINS'S # 409-3884...RSL
11/04/05 1 m0006krb LEGAL DATE CHANGE, FROM 00/00/00 TO 11/04/05
11/04/05 2 RTC EXPIRES 11-25-05
10/27/05 1 RES-LADY SAID CUST IS NO LONGER LIVING THERE & SHE DIDNT
10/27/05 2 HAVE A # TO GET IN TOUCH W/ HIM-6:21-KB
10/27/05 3 OLD FLASH MESSAGE m0006krb

F7-EXIT, F2-MEMO, F3-LOANS, F4-PAYMNTS, F5-PAYOFF, F6-SCAN, ENTER ACTV:

LN #: 50-003531-L

CONTRACT : 08/25/05

11/28/05

SALES FINANCE MASTER

LOAN CLASS: 50 AUTO CONTRACTS	11/28/05	LOAN AMOUNT :	8956.50
249-33-6545 MUNN DANNY	M	DEALER CHECK:	5499.83
		ANTIC EARN :	2457.67

MEMO: **NEED NEW HOME **

ORIG ST/BR : SC/0006 SUB CL: 1	CO O EX/TRM	COVERAGE PREMIUM
AN/INT DT : 08/25/05 08/25/05	CL:	
ENTRY DATE : 08/29/05	AH:	
PURPOSE CD : 001 PURCHASE AUTO	PP:	
SOURCE CD : NB NEW BORROWER	01:	
DEALER NO : 0107.01 COLLINS AUTO	02: 05 Y 022508	5499.83 499.00
COLLATRL CD : AU AUTO	03:	
PAY CD/FREQ : M 001		
# OF PAYMNTS: 30	RVPRIN :	500.00
1ST PAY DATE: 09/24/05	RVCHGS :	
SELL PRICE : 6499.83	PARTIC :	
DOWN PAYMENT: 500.00	DISCNT :	
PERCENT DOWN: 0.08 %	OVR :	26.500
INS / POINTS: NNN	EFF :	26.500
GENERAL FEES:	APR :	26.500
	YLD :	32.019
	SERVICE CHG:	
	MAINT FEES :	
	1ST PY EXT :	
	INT CHARGE :	2457.67
	AMT FINANCD:	6498.83
	TOT REPYBLE:	8956.50
	1ST PAYMENT:	298.55
	LAST " :	298.55
	REG PAYMENT:	298.55

F7-EXIT, F2-MEMO, F3-DLR PAYOFF INQ, F4-DLR RES BAL, F5-SF INFO



289-33-0043 MAKEK
MUNN, DANNY1ST PAY : 09/24/05
LOAN AMT : 8256.50 OPEN/CLOS: 1 TERM : 30
COLLATERAL INFORMATION

ITEM 1		ITEM 2	
DESCRIPTION:	AUTO	13. DESCRIPTION:	
2. MAKE	: FORD	14. MAKE	:
3. MODEL	: F-150	15. MODEL	:
4. YEAR	: 1999	16. YEAR	:
5. STYLE	:	17. STYLE	:
6. CLASS	:	18. CLASS	:
7. ID#	: 1FTZF1722XNA08844	19. ID#	:
8. TITLE NO	:	20. TITLE NO	:
9. MILEAGE	:	21. MILEAGE	:
10. VALUE	:	22. VALUE	:
11. SELL PRICE	: 9456.50	23. SELL PRICE	:
12. MISC AMT	:	24. MISC AMT	:
25. GOODS AND APPLIANCES 1:			
26. GOODS AND APPLIANCES 2:			

F1-RESET, F7-EXIT WITH UPDATE, ENTER FIELD#:





PROFESSIONAL
FINANCIAL SERVICES CORP.

Common Sense Loans at Uncommon Speed

NOTICE OF DEFAULT AND RIGHT TO CURE

DATE 11-4-05

FROM: Professional Financial Services Corp.
3203 P.W. Palmetto Street
Florence, South Carolina 29501-5939

TO: Danny Munn
344 Garrett Circle
Effingham, SC 29541



SUBJECT: 1999 Ford F-150

ACCOUNT: 50-003531 BALANCE: \$8660.90

LEGAL REPOSSESSION DATE: 11-25-05 AMOUNT NOW DUE: \$301.50

You are late in making your payments. If you pay the amount now due (above) by the last day for payment (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law of South Carolina. These rights include the right to **repossess** the automobile held as collateral for this transaction and the right in many instances to hold you personally responsible for any difference between the amount the automobile brings in a sale and the balance due us on your loan. If you are ever late again in making your payments, we may exercise our rights without sending you another notice like this one. If you have any questions, please call our office immediately.

Your rapid response to this notice is strongly urged for there will be no other warnings or notices.

MANAGEMENT

PFS 102

J. GREGORY STUDEMEYER

A Professional Corporation
Attorney at Law

1804 Bull Street
Post Office Box 12201
Columbia, South Carolina 29211-2201

Tel: (803) 779-3363
Fax: (803) 779-3364

November 30, 2005

Mr. Terry White
White's Auto Sales
1005 E. Smith Street
Timmonsville, South Carolina 29161

Re: *Professional Financial Services Corp. v. Danny Munn*

Dear Mr. White:

I represent Professional Financial Services Corp. located at 3203-P West Palmetto Street, Florence, South Carolina. My client financed the purchase of a 1999 Ford F-150 (VIN #1FTZF1722XNAO8844) by Mr. Danny Munn from Mr. Scott Collins d/b/a Collins Automotive. It is my understanding that you have the certificate of title to this vehicle.

It is my position that notwithstanding any agreement you may have had with Collins Automotive, my client's customer, Danny Munn, bought this vehicle free and clear of any interest you may have had pursuant to S.C. Code Ann. § 36-2-403. Under all of the circumstances, my client is entitled to the certificate of title.

If this matter can be resolved amicably, please contact me immediately.

Sincerely,

J. Gregory Studemeyer

J. Gregory Studemeyer
Typed & signed in his absence

JGS/shw

cc: Mr. Mark McDonald
Mr. Stephen Leroy
Mr. Danny Munn
Mr. Scott Collins



RETAIL INSTALLMENT CONTRACT & SECURITY AGREEMENT

BUYER Name and Address	WOODROW SCAFFE SR 4008 SHEMINALLY RD PAMPICO, SC 29583	ACCOUNT NUMBER 060187	DATE OF CONTRACT OCTOBER 3, 2006
COBUYER Name and Address		CREDITOR (SELLER) Name and Address	WHITE'S AUTO SALES, INC. 1005 E. SMITH ST TIMMONSVILLE, SC 29161 PHONE: (843) 346-3263

SALE: You may buy the vehicle described below for cash (plus any applicable taxes and title fees) or on credit. The cash price is shown below as the "Cash Price". The credit price is shown below as the "Total Sale Price". You have elected to buy the vehicle and related goods described below for the Total Sale Price. This is the contract which covers this purchase. The terms and conditions are contained on both sides of this contract. So read both sides carefully and ask us any questions you may have. By signing this contract, you agree to its terms and conditions and acknowledge having received delivery of the vehicle and related goods in their present condition. We use "you" and "your" to mean each Buyer above and anyone else who signs this agreement. "We", "us", and "our" mean the seller or anyone to whom this contract is transferred or assigned. We use "Property" to mean the vehicle and related goods of the sale.

PROMISE TO PAY: You agree to pay us the amount shown as "Total of Payments" in accordance with the payment schedule shown below.

SECURITY: We retain security interest under the Uniform Commercial Code in the property being purchased. This security interest extends to the proceeds of the property and includes all accessions, attachments, accessories and equipment. You also assign to us any proceeds not in excess of the unpaid balance under this contract which may become payable through insurance on the property or written in connection with this loan, including returned or unearned premiums.

DESCRIPTION OF USED VEHICLE: You agree to buy and the Creditor agrees to sell the following Vehicle.

YEAR	MAKE	MODEL	BODY TYPE (IF TRUCK, TON CAPACITY)	ODOMETER READING	IDENTIFICATION NO.
1999	FORD	F-150	PKP	88,831	1FTZF1722XNA08844

NOTICE TO BUYER

YOU ARE BUYING A USED VEHICLE. FEDERAL REGULATIONS REQUIRE A BUYERS GUIDE TO BE DISPLAYED ON THE WINDOW OF THE VEHICLE. THE INFORMATION YOU SEE ON THIS WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS RETAIL INSTALLMENT CONTRACT.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$
36.00 %	\$ 2,095.06	\$ 3,244.75	\$ 5,339.81	2,000.00 \$ 7,339.81
Your Payment Schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due	
	35	\$ 150.00	Monthly Regular Payments Begin 11/05/2006.	
	1	\$ 89.81	Last Payment Due By 10/05/2009.	
		\$		

Security: You are giving a security interest in the goods or property being purchased.

Late Charge: You will be charged a late charge when an installment is not paid within 10 days after it is due. This charge will be 5% of the unpaid portion of the installment, or \$ 14.00, whichever is less. However, this charge will not be less than \$ 5.00.

These amounts may change by operation of law pursuant to §§37-1-109 and 37-2-203 of the South Carolina Consumer Protection Code.

Prepayment / Penalty: If you pay off this contract early, you may be entitled to a refund of part of the Finance Charge. You may also be required to pay a prepayment charge. Please review the rear side of this contract for any additional information about non-payment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

CREDIT LIFE INSURANCE
CREDIT INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED.

ATION OF AMOUNT FINANCED
1. Cash Price \$ 4,995.00
2. Down Payment Computation

PLAINTIFF'S
EXHIBIT
15

REORDER FORMS FROM: LOWE'S, INC.
DARLINGTON, SC
800 - 845-6052
843 - 383-6127
ITEM NO. LSCA

**AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE**
(Entire Form Must Be Typed or Printed)

2977551

Personally appeared before me

Howe's LLC
(Seller)16077503
(Dealer Retail Tax #)2249 Harry Byrd Hwy, Darlington, SC 29532
(Address)

who being duly sworn, deposes and says that on the 30 day of August 20 05

he sold the following motor vehicle: Make FORD Model TK

Year 1999 Identification (Serial) No. 1FTZF1722XNA 08844

License No. to White's AIS
(Buyer)1005 Smith St, Timmonsville, Florence, SC 29501
(Street) (City) (County) (State) (Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder Amount

Address Date

I certify that the odometer now reads 108819.2 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING-ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Howe's LLC
(Signature of Seller)

Gloria O. Howe
(Print Seller's Name)

Terry White
(Signature of Buyer)

Terry White
(Print Buyer's Name)

Property Tax Section
Check One:

Purchase License Plate

D.L. Number

License Plate Issued

Transfer License Plate

Signature of Buyer/If purchasing plates

1. COPY - TO HIGHWAY DEPARTMENT WITH TITLE AND LICENSING APPLICATION. YELLOW COPY - FOR DEALER'S FILE
PINK COPY - TO HIGHWAY DEPARTMENT IF NEW TAGS ARE TO BE OBTAINED. GOLDENROD COPY - TO BUYER.

**PLAINTIFF'S
EXHIBIT**

17

Professional v. White

CIVIL CASE NUMBER

050021761

001

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

TIMMONSVILLE SUMMARY COURT

WHITE'S AUTO SALES

Plaintiff (s)

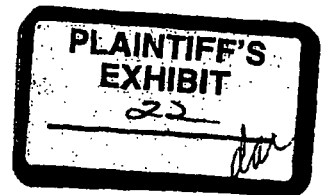
VS

AFFIDAVIT
CLAIM AND DELIVERY
(Consumer Credit Transaction)

ALBERTA TIMMONS

Defendant (s)

Plaintiff would show to the court:



1. That Defendant (X) (a) is a resident of Florence County, SC
or
() (b) does not reside in SC but a sale, lease of personal property, or loan was made by defendant in Florence County, SC.
(X) (c) the personal property sought to be recovered is located in Florence County, SC.

2. That defendant(s) incurred a debt by entering into a consumer credit transaction and to secure payment of the debt, signed and granted a security interest in personal property located in Florence County, SC. The property is described as follows:

1995 FORD EXPLORE VIN #1FMDU34X5SUB73759
and is located at 625 MCELVEEN STREET PAMPLICO, SC 29583.

3. That plaintiff is now the holder of the security interest and seeks to enforce the security interest by possessing the property.

4. That defendant has failed to comply with the terms of the consumer credit transaction and is in default of the debt owed plaintiff in the amount of \$90.00. The balance is determined as follows:

5. After demand, defendant without cause refused to give up possession of the property or to pay the debt resulting in a monetary loss to the plaintiff.

6. That defendant has damaged the property resulting in a loss of value to the property (other than ordinary depreciation).

Exhibit A

7. That Notice of Right to Cure:

(X)

(a) has been given defendant who has failed to cure the default and bring the payments current.

OR

()

(b) this default in payment is on the same debt on which a prior Notice of Right to Cure was given to defendant

PLAINTIFF THEREFORE ASKS THE COURT FOR JUDGEMENT AGAINST DEFENDANT AS FOLLOWS:

(X)

(a) for possession of the property described in this complaint.

(X)

(b) for damages in the amount of \$0.00, which is the present value of the property, if possession cannot be had.

()

(c) for damages for loss of value due to damage to the property by defendant.

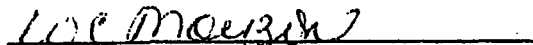
()

(d) for punitive damages for wrongful withholding of the property by the defendant.

Being duly sworn, plaintiff as named above, states that he/she has read the complaint and that the statements so made are true to plaintiff's best knowledge, information and belief.


Signature of Plaintiff

Sworn to and subscribed before me this date: November 22, 2005


Signature of Judge or Notary

CIVIL CASE NUMBER

050021763

001

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

TIMMONSVILLE SUMMARY COURT

WHITE' AUTO SALES

Plaintiff (s)

VS

AFFIDAVIT
CLAIM AND DELIVERY
(Consumer Credit Transaction)

JERRY MONTROSE

Defendant (s)

Plaintiff would show to the court:

1. That Defendant (X)

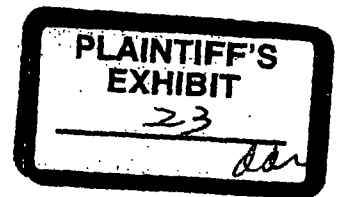
(a) is a resident of Florence
County, SC
or

()

(b) does not reside in SC but a
sale, lease of personal property,
or loan was made by defendant in
Florence County, SC.

(X)

(c) the personal property sought
to be recovered is located in
Florence County, SC.



2. That defendant(s) incurred a debt by entering into a consumer credit transaction and to secure payment of the debt, signed and granted a security interest in personal property located in Florence County, SC. The property is described as follows:

1997 FORD TK VIN #1FTDF1824VNA30091

and is located at 2327 BUCKSHOT LANE FLORENCE, SC 29501.

3. That plaintiff is now the holder of the security interest and seeks to enforce the security interest by possessing the property.

4. That defendant has failed to comply with the terms of the consumer credit transaction and is in default of the debt owed plaintiff in the amount of \$90.00. The balance is determined as follows:

5. After demand, defendant without cause refused to give up possession of the property or to pay the debt resulting in a monetary loss to the plaintiff.

6. That defendant has damaged the property resulting in a loss of value to the property (other than ordinary depreciation).

Exhibit C

7. That Notice of Right to Cure:

☒ (X)

(a) has been given defendant who has failed to cure the default and bring the payments current.

OR

☐ ()

(b) this default in payment is on the same debt on which a prior Notice of Right to Cure was given to defendant

PLAINTIFF THEREFORE ASKS THE COURT FOR JUDGEMENT AGAINST DEFENDANT AS FOLLOWS:

☒ (X)

(a) for possession of the property described in this complaint.

☒ (X)

(b) for damages in the amount of \$0.00, which is the present value of the property, if possession cannot be had.

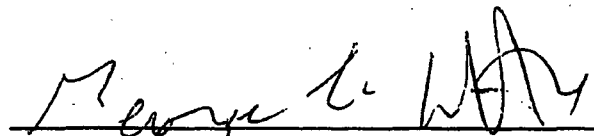
☐ ()

(c) for damages for loss of value due to damage to the property by defendant.

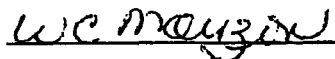
☐ ()

(d) for punitive damages for wrongful withholding of the property by the defendant.

Being duly sworn, plaintiff as named above, states that he/she has read the complaint and that the statements so made are true to plaintiff's best knowledge, information and belief.


Signature of Plaintiff

Sworn to and subscribed before me this date: November 22, 2005


Signature of Judge or Notary

CIVIL CASE NUMBER

050021762

001

**STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)**

TIMMONSVILLE SUMMARY COURT

WHITE'S AUTO SALES

Plaintiff (s)

VS

**AFFIDAVIT
CLAIM AND DELIVERY
(Consumer Credit Transaction)**

RALPH SEXTON

Defendant (s)

Plaintiff would show to the court:

1. That Defendant (X)

**(a) is a resident of Florence
County, SC
or**

()

**(b) does not reside in SC but a
sale, lease of personal property,
or loan was made by defendant in
Florence County, SC.**

(X)

**(c) the personal property sought
to be recovered is located in
Florence County, SC.**



2. That defendant(s) incurred a debt by entering into a consumer credit transaction and to secure payment of the debt, signed and granted a security interest in personal property located in Florence County, SC. The property is described as follows:

1985 CHEVY C20 VAN VIN #2GBEG25H1F7173638

and is located at 4905 PAMPLICO HIGHWAY LT.10 FLORENCE, SC 29505.

3. That plaintiff is now the holder of the security interest and seeks to enforce the security interest by possessing the property.

4. That defendant has failed to comply with the terms of the consumer credit transaction and is in default of the debt owed plaintiff in the amount of \$90.00. The balance is determined as follows:

5. After demand, defendant without cause refused to give up possession of the property or to pay the debt resulting in a monetary loss to the plaintiff.

6. That defendant has damaged the property resulting in a loss of value to the property (other than ordinary depreciation).

Exhibit B

7. That Notice of Right to Cure:

(X)

(a) has been given defendant who has failed to cure the default and bring the payments current.

OR

()

(b) this default in payment is on the same debt on which a prior Notice of Right to Cure was given to defendant

PLAINTIFF THEREFORE ASKS THE COURT FOR JUDGEMENT AGAINST DEFENDANT AS FOLLOWS:

(X)

(a) for possession of the property described in this complaint.

(X)

(b) for damages in the amount of \$0.00, which is the present value of the property, if possession cannot be had.

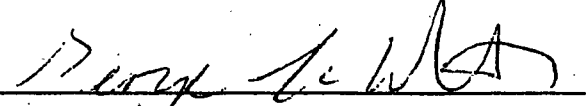
()

(c) for damages for loss of value due to damage to the property by defendant.

()

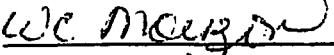
(d) for punitive damages for wrongful withholding of the property by the defendant.

Being duly sworn, plaintiff as named above, states that he/she has read the complaint and that the statements so made are true to plaintiff's best knowledge, information and belief.



Signature of Plaintiff

Sworn to and subscribed before me this date: November 22, 2005



Signature of Judge or Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)
)

IN THE COURT OF COMMON PLEAS
CASE NO. 2008-CP-21-1462R

PROFESSIONAL FINANCIAL SERVICES)
CORP.,)

Plaintiff,)

v.)

PRE-TRIAL BRIEF

TERRY WHITE and WHITE'S AUTO)
SALES, INC.,)

Defendants.)

Pursuant to Rule 16(c), SCRPC, the Plaintiff hereby submits this pre-trial brief:

(1) A concise, non-argumentative statement of the facts of the case.

During the summer of 2005, Scott Collins ("Collins") operated a used car lot known as Collins Automotive at 1605 Pamplico Highway, Florence, South Carolina. During the same period of time, Terry White ("White") operated a used car lot known as White's Auto Sales, Inc. in Timmons ville, South Carolina. Collins and White had a history of engaging in transactions for the purchase and/or sale of vehicles with one another.

On at least four occasions during the summer of 2005, White surrendered possession of vehicles that he owned either directly to Collins or to customers of Collins. On each occasion, White understood that Collins would be arranging financing for the sale of those vehicles to Collins' customers. White retained the certificates of title and intended to release the certificates of title together with a bill of sale for each vehicle to Collins upon payment for each vehicle from Collins.

On June 16, 2005, Alberta Timmons entered into a contract to purchase a 1995 Ford Explorer from Collins that Collins obtained from White. Collins collected a down payment from Timmons and arranged financing for the balance for Timmons through RMC Financial Services of Florence

("RMC"). Timmons took possession of the vehicle and RMC advanced the sum of \$4,537.50 to Collins. Timmons was obligated to make 36 monthly payments to RMC of \$198.84 beginning July 17, 2005.

On July 22, 2005, Jerry Montrose entered into a contract to purchase a 1997 Ford F-150 from Collins that Collins obtained from White. Collins collected a down payment from Montrose and arranged financing for Montrose through RMC. Montrose took possession of the vehicle and RMC advanced the sum of \$8,084.00 to Collins. Montrose was obligated to make 48 payments of \$297.46 to RMC beginning August 25, 2005.

On August 4, 2005, Ralph Sexton entered into a contract to purchase a 1985 Chevy Van from Collins that Collins obtained from White. Collins arranged financing for Sexton through RMC. Sexton took possession of the vehicle and RMC advanced the sum of \$5,534.00 to Collins. Sexton was obligated to make 48 payments of \$206.93 to RMC beginning September 4, 2005.

On August 25, 2005, Danny Munn entered into a contract to purchase a 1999 Ford F-150 from Collins that Collins obtained from White. Collins collected a down payment from Munn and arranged financing for the balance for Munn through the Plaintiff. Munn took possession of the vehicle and the Plaintiff advanced the sum of \$5,499.83 to Collins. Munn was obligated to make 30 payments of \$298.55 to the Plaintiff beginning September 24, 2005.

Munn repeatedly returned to Collins' place of business in an effort to secure a license tag and a registration card for his vehicle. Eventually, he contacted White to find out if White knew why Collins could not produce the license plate and registration card. White notified Munn that Collins had never paid him for the vehicle, that he had been looking for it, and that Munn was required to appear before the magistrate.

On November 28, 2005, Munn appeared before the magistrate in Timmonsville. Timmons, Montrose, and Sexton were also present for the hearing. Each of their vehicles had been repossessed by White. White had secured orders for immediate seizure by submitting false affidavits to the magistrate indicating that he had entered into contracts with them, that they had defaulted on their contracts, that he had sent each of them notice to cure, and that he had filed claim and delivery bonds for each vehicle.

Munn felt pressured by the magistrate to surrender the vehicle that he purchased from Collins to White. Munn believed that he would go to jail if he did not surrender the vehicle.

On November 30, 2005, White was notified in writing of the Plaintiff's interest in the vehicle purchased by Munn from Collins. The Plaintiff demanded the certificate of title from White but White refused. Thereafter, White sold the vehicle to another customer.

(2) An objective statement of the facts in controversy.

It does not appear that there is a material issue of fact in this dispute. Rather, the dispute involves issues of law.

The Plaintiff contends that White entrusted the subject vehicle to Collins, providing Collins with the power to transfer the vehicle to Munn, a buyer in the ordinary course of business, and to assign a retail installment contract for the vehicle to the Plaintiff, an innocent retail lender for valuable consideration.

White denies having entrusted any of the vehicles to Collins. White believes that his interest was protected by retaining the certificates of title.

3) The legal issues involved. This includes the law applicable to the cause of action and the defense.

§ 36-2-403. Power to transfer; good faith purchase of goods; "entrusting".

(1) A purchaser of goods acquires all title which his transferor had or had power to transfer except that a purchaser of a limited interest acquires rights only to the extent of the interest purchased. A person with voidable title has power to transfer a good title to a good faith purchaser for value. When goods have been delivered under a transaction of purchase the purchaser has such power even though

- (a) the transferor was deceived as to the identity of the purchaser, or
- (b) the delivery was in exchange for a check which is later dishonored, or
- (c) it was agreed that the transaction was to be a "cash sale," or
- (d) the delivery was procured through fraud punishable as larcenous under the criminal law.

(2) Any entrusting of possession of goods to a merchant who deals in goods of that kind gives him power to transfer all rights of the entruster to a buyer in ordinary course of business.

(3) "Entrusting" includes any delivery and any acquiescence in retention of possession regardless of any condition expressed between the parties to the delivery or acquiescence and regardless of whether the procurement of the entrusting or the possessor's disposition of the goods have been such as to be larcenous under the criminal law.

(4) The rights of other purchasers of goods and of lien creditors are governed by the chapter on secured transactions (Title 36, Chapter 9), bulk transfers (Title 36, Chapter 6) and documents of title (Title 36, Chapter 7).

An innocent purchaser for value, or an innocent retail lender for valuable consideration, need not investigate the right of the dealer to sell and give good title; this would stagnate retail sales so necessary to commerce. Sebrite Corp. v. TranSouth Financial Corp., 272 S.C. 483, 252 S.E.2d 873 (1979).

S.C. Code Ann, § 15-69-210 provides in pertinent part:

In an action to recover the possession of personal property judgment for the plaintiff may be for the possession, for the recovery of possession or for the value thereof in case a delivery cannot be had and for damages, both punitive and actual, for the detention.

Conversion is defined as the unauthorized assumption in the exercise of the right of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights. To establish the tort of conversion, the Plaintiff must establish either title to or right to the possession of the personal property. Moseley v. Oswald, 376 S.C. 251, 656 S.E.2d 380 (2008).

An unfair trade practice has been defined as a practice which is offensive to public policy or which is immoral, unethical, or oppressive. To recover in an action under the UTPA, the plaintiff must show: (1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s). Wright v. Craft, 372 S.C. 1, 640 S.E.2d 486 (Ct. App. 2006).

- (4) **A listing of exhibits, indicating those to which there is disagreement and a listing of witnesses who may be called, and, if available, their address and phone number.**

EXHIBITS

Affidavit & Notification of Sale of Motor Vehicle 3101281 between White and Collins dated April 21, 2005

Bill of Sale between Collins and Timmons dated June 16, 2005

Timmons Retail Installment contract with RMC

Affidavit & Notification of Sale of Motor Vehicle 3101283 between White and Collins dated July 22, 2005

Affidavit & Notification of Sale of Motor Vehicle 606226 between Collins and Montrose

Retail Installment Contract between Montrose and RMC

Affidavit & Notification of Sale of Motor Vehicle 3101284 between White and Collins dated July 26, 2005

Bill of Sale between Collins and Sexton

Retail Installment Contract between Sexton and RMC

Bill of Sale between Collins and Munn dated August 25, 2005

Retail Installment Contract between Munn and Collins dated August 25, 2005

Affidavit & Notification of Sale of Motor Vehicle 2977551 between Howle's UC and White dated August 30, 2005

Notice of Default and Right to Cure dated November 4, 2005

Affidavit in Claim and Delivery (Timmons) dated November 22, 2005

Affidavit in Claim and Delivery (Montrose) dated November 22, 2005

Affidavit in Claim and Delivery (Sexton) dated November 22, 2005

Letter from J. Gregory Studemeyer to Mr. Terry White dated November 30, 2005

WITNESSES

Lynn Stone
52 Auto Sales
102 Richards Avenue
Darlington, South Carolina
(843) 229-7938

Alberta Timmons
625 McElveen Street
Pamplico, South Carolina 29583
(843) 610-3047

Ralph Sexton
4905 Pamplico Hwy. Lot 10
Florence, South Carolina 29505
(843) 615-3512

Jerry Montrose
2327 Buck Shot Road
Florence, South Carolina 29501

Bill Buckner
Manager
RMC Financial
145 North Irby Street
Florence, South Carolina 29501
(843) 679-3440

Daniel R. Munn
address unknown
(843) 639-2225

Steven LeRoy
Branch Manager
Professional Financial Services Corp.
3203 P West Palmetto Street
Florence, South Carolina 29501-5939
(843) 661-0101

George T. "Terry" White
White's Auto Sales
1005 East Smith Street
Timmonsville, South Carolina 29161

- (5) **Any unusual problems relating to the evidence to be introduced, such as "Business Records as Evidence Act," hearsay, use of depositions, etc.**

Unknown

- (6) **Any unusual question or matter which should be brought to the attention of the court.**

Unknown

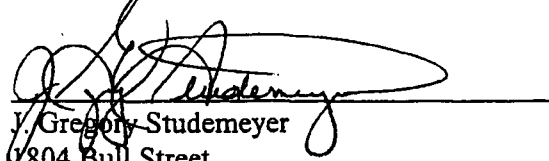
- (7) **A statement that settlement negotiations were attempted before the date of the pre-trial hearing and the status of settlement negotiations.**

The parties appeared before John M. Milling, Esq. on May 19, 2009, for mediation. The Plaintiff was willing to settle for its actual loss plus reimbursement of its attorney's fees. The Defendants offered to pay \$1,500.

Signature on following page.

J. GREGORY STUDEMEYER

Professional Corporation

A handwritten signature in black ink, appearing to read "J. Gregory Studemeyer", is written over a horizontal line.

J. Gregory Studemeyer

1804 Bull Street

Post Office Box 12201

Columbia, South Carolina 29211-2201

803-779-3363

Attorney for Plaintiff

Columbia, South Carolina

June 3, 2009

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CASE NO.: 2006-CP-21-126
COUNTY OF FLORENCE	)	
Professional Financial Services Corp.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	BRIEF OF DEFENDANTS
	)	
Terry White and White's Auto Sales, Inc.,	)	
	)	
Defendant.	)	
	)	

This is a suit by the Plaintiff against the Defendant to recover the value of an automobile.

The Plaintiff is in the business of financing automobiles and the Defendant is in the business of selling automobiles. In September 2005, the Defendant owned the disputed vehicle and held the title to the vehicle. Plaintiff is in the business of financing automobiles. Plaintiff had a business relationship with Scott Collins and automobile dealer in Florence County. Plaintiff entered into a transaction with Daniel R. Munn to finance the purchase of a vehicle from Scott Collins. The Plaintiff did not insist upon obtaining the title to the vehicle prior to Mr. Collins for it. Unfortunately, Collins did not own the vehicle. Instead of using the proceeds of the financed transaction to purchase the vehicle from the Defendant, Collins pocketed the money. Plaintiff claims that it is entitled under §36-2-403 of the South Carolina Code of Laws to the title to the vehicle. §36-2-403 provides a purchaser of goods acquires all title which his transferor had or had power to transfer. In this case, since the transaction was between Munn and Collins, Collins had no title to the vehicle so he had no interest to transfer to Munn.

§36-2-403(2) provides that any entrusting of possession of goods to a merchant who deals in goods of that kind gives him power to transfer all rights of the **entruster** to a buyer in the ordinary

course of business. The pleadings affirmatively allege that the Defendant White gave possession of the vehicle to Munn and not Collins. Therefore, there was no "entrusting" by White to Collins. Further, Munn did not qualify as a "buyer in the ordinary course of business". "Buyer in the ordinary course of business" is defined in §36-1-201(9) as "a person who in good faith and without knowledge that this sale to him is in violation of the ownership rights or security interest of a third party in the goods buys in the ordinary course from a person in the business of selling goods of that kind. Because Munn knew that the vehicle belonged to White's, he cannot qualify as a buyer in the ordinary course of business. *Pilson v. DeMarco*, 156 Ill. App. 3d617, 509N.E.2d 159,(1987). The complaint on its face shows that Munn did not qualify as a buyer in the ordinary course of business . White had title to the vehicle and the return of the Magistrate confirms all of this, the Defendant is entitled to Judgment as a matter of law..

LOUIS D. NETTLES
Folkens Law Firm, P.A.
3326 West Palmetto Street
Post Office Box 6139
Florence, South Carolina 29502
(843) 665-0100

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

PROFESSIONAL FINANCIAL SERVICES CORP.,

☒ Plaintiff,

v.

TERRY WHITE and WHITE'S AUTO SALES, INC.,

☐ Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.

2008-CP-21-1462R

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney:

J. Gregory Studemeyer, Esq., Bar No. 5416
1804 Bull Street
Post Office Box 12201
Columbia, South Carolina 29211-2201
phone: (803) 779-3363 fax: (803) 779-3364
e-mail: GESquire@sc.rr.com other:

Defendants' Attorney:

Louis D. Nettles, Esq., Bar No.
Folkens Law Firm, P.A.
Post Office Box 6139
Florence, South Carolina 29502-6139
phone: (843) 665-0100 fax: (843) 665-0500
e-mail: Louis@folkenslaw.com other:

☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Plaintiff's Motion To Alter Or Amend

Estimated Time Needed: 30 minutes Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☐ Form Motion/Order

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

Signature of Attorney for ☐ Plaintiff / ☐ Defendant

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$25.00

☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support

(check reason) ☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE

CODE:

Date:

CLERK'S VERIFICATION

Collected by: JS

Date Filed:

☐ MOTION FEE COLLECTED: 25.00

☐ CONTESTED - AMOUNT DUE: _____

CERTIFIED: A TRUE COPY

Connie Reel Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

SCCA/233 (11-03)

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE)

CASE NO. 2008-CP-21-1462R

PROFESSIONAL FINANCIAL)
SERVICES CORP.,)

Plaintiff,)

**PLAINTIFF'S
MOTION TO ALTER OR AMEND**

vs.)

TERRY WHITE and WHITE'S AUTO)
SALES, INC.)

Defendants.)

FILED
NOV 16 AM 9:43
CLERK OF COURT
FLORENCE COUNTY, S.C.

TO: LOUIS D. NETTLES, ESQ., ATTORNEY FOR DEFENDANTS

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, through its undersigned attorney, will move before the Honorable Thomas A. Russo, on the tenth day after service hereof, or at such other time and place as is convenient to the Court and counsel for an order altering or amending his order dated November 3, 2009, received by the Plaintiff on November 4, 2009. This motion is made upon the following grounds:

1. The order incorrectly names Progressive Financial Services Corporation rather than Professional Financial Services Corp. as the Plaintiff in the caption;

2. The order incorrectly names Whites Auto Sales Incorporated rather than White's Auto Sales, Inc. as one of the Defendants in the caption;

3. The order incorrectly refers to Progressive Financial Services Corp. or Progressive Financial Service Corporation rather than Professional Financial Services Corp. in the body of the order on page 1;

4. The order incorrectly refers to Defendant's rather than Defendants on pages 2, 3, and 5;

CERTIFIED: A TRUE COPY

Connie Reel Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

5. The order incorrectly finds that the Plaintiff is a corporation organized and existing pursuant to the laws of a state other than South Carolina in paragraph 2 on page 2;

6. Although the order correctly concludes that the Plaintiff is entitled to actual damages with interest thereon at a reasonable rate from the date of conversion on page 5, the amount of actual damages and the rate of interest are omitted;

7. Although the order correctly concludes that the Defendants violated the Unfair Trade Practices Act and that the Plaintiff is entitled to recover treble damages, the order omits a finding that the acts and practices of the Defendants have a potential for repetition and adversely affect the public interest of the State of South Carolina and further omits a finding that said acts and practices on the part of the Defendants were willful or knowing violations of S.C. Code Ann. § 39-5-20 (1976); and

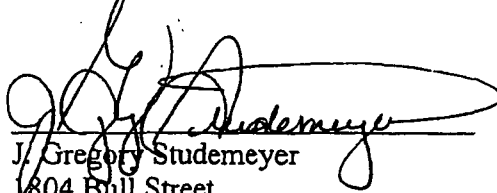
8. Although the order correctly concludes that judgment should be entered in favor of the Plaintiff against the Defendants, jointly and severally, for the remaining balance of the installment contract at the time of the conversion plus any interest owed after that time, the order omits the amount due and the rate of interest to be applied.

This motion will be based upon the order dated November 3, 2009, the South Carolina Rules of Civil Procedure, and such case and statutory law as may be appropriate.

The undersigned certifies that prior to filing this motion, he attempted to communicate orally with the opposing counsel in good faith to resolve the matter contained in the motion.

Signature on following page.

J. GREGORY STUDEMEYER
Professional Corporation



J. Gregory Studemeyer
1804 Bull Street
Post Office Box 12201
Columbia, South Carolina 29211-2201
(803) 779-3363
Attorney for Plaintiff

Columbia, South Carolina

November 12, 2009

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)
)
PROFESSIONAL FINANCIAL)
SERVICES CORP.,)
)
Plaintiff,)
)
v.)
)
TERRY WHITE and WHITE'S AUTO)
SALES, INC.,)
)
)
Defendants.)

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-21-1462R

**PLAINTIFF'S SECOND MOTION TO
ALTER OR AMEND**

TO: LOUIS D. NETTLES, ESQ., ATTORNEY FOR DEFENDANTS

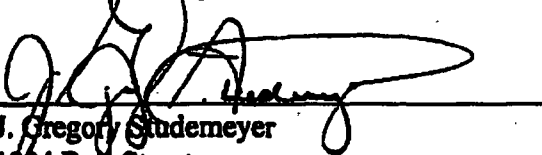
YOU WILL PLEASE TAKE NOTICE that the Plaintiff, through its undersigned attorney, will move before the Honorable Thomas A. Russo, on the tenth day after service hereof, or at such other time and place as is convenient to the Court and counsel for an order altering or amending its order dated March 2, 2010, received by the undersigned counsel for the Plaintiff on March 5, 2010. Specifically, the Plaintiff urges the Court to reconsider the amount of attorney's fees previously awarded, given the Court's previous findings and the policy objectives of the Unfair Trade Practices Act.

This motion will be based upon the pleadings, motions, and attorney's fee affidavit previously filed with the Court, trial testimony, exhibits, the South Carolina Rules of Civil Procedure, a supporting memorandum attached hereto and incorporated herein by reference, and such other case and statutory law as may be appropriate.

The undersigned certifies that consultation with opposing counsel would serve no useful purpose or could not be timely held.

Signature on following page

J. GREGORY STUDEMEYER
Professional Corporation



J. Gregory Studemeyer
1804 Bull Street
Post Office Box 12201
Columbia, South Carolina 29211-2201
803-779-3363

Attorney for Plaintiff

Columbia, South Carolina

March 9, 2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-21-1462R

PROFESSIONAL FINANCIAL)
SERVICES CORP.,)

Plaintiff,)

v.)

TERRY WHITE and WHITE'S AUTO)
SALES, INC.,)

Defendants.)

**MEMORANDUM IN SUPPORT OF
PLAINTIFF'S SECOND MOTION TO
ALTER OR AMEND**

INTRODUCTION

On March 2, 2010, the Court issued an order for judgment in this action. Therein, the Court awarded actual damages of \$6,116.60 to the Plaintiff under the Unfair Trade Practices Act, concluded that the Defendants' violation of the Unfair Trade Practices Act was willful, and trebled the actual damages to \$18,349.80. The Court also awarded prejudgment interest of \$2,618.93 and attorney's fees of \$8,500.00.

The Plaintiff urges the Court to reconsider the amount of attorney's fees and costs awarded.

I. THE AMOUNT OF ATTORNEY'S FEES AWARDED DOES NOT PROMOTE THE POLICY OBJECTIVES OF THE UTPA.

The Plaintiff sought an award of attorney's fees of \$26,390.00 and costs of \$1,847.09. The attorney's fee affidavit submitted on behalf of the Plaintiff did not include additional time spent securing the transcript of the proceedings from the court reporter and copies of exhibits from the Clerk of Court, reviewing the transcript, and preparing the proposed order. The Court's award of \$8,500.00 is less than one-third of the amount sought.

In Taylor v. Medenica, 331 S.C. 575, 503 S.E.2d 458 (1998), the South Carolina Supreme Court affirmed an award of \$500,000.00 in attorney's fees on the plaintiff's trebled damages of \$108,726.00. There, the Court stated:

The purpose of the UTPA is to discourage unfair methods of competition and unfair or deceptive acts in the conduct of any trade or commerce. § 39-5-20. To be actionable under the UTPA the unfair or deceptive act or practice must have an impact upon the public interest. (citations omitted)

The attorney's fee provision of § 39-5-140 is rationally related to the policy objectives of the UTPA. Allowing plaintiffs who successfully pursue an action under the UTPA to recover their attorney's fees encourages individuals to pursue litigation to protect the public interest. Similarly, requiring unsuccessful defendants to pay the plaintiff's attorney's fee discourages tradesmen from engaging in unfair methods of competition and unfair or deceptive acts in the conduct of trade or commerce, thereby also enforcing the purpose of the UTPA. We find the attorney's fee provision of the UTPA is a legitimate tool which supports the policy objectives of the statute.

S.C. Code Ann. § 39-5-140 provides in pertinent part:

Upon the finding by the court of a violation of this article, the court shall award to the person bringing such action under this section reasonable attorney's fees and costs.

Thus, the UTPA mandates the award of reasonable attorney's fees and costs. The award of attorney's fees is made to the party, not his lawyer. Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750 (1997); Prevatte v. Asbury Arms, 302 S.C. 413, 396 S.E.2d 642 (Ct.App. 1990). As indicated in the attorney's fee affidavit, the Plaintiff has been billed for the time spent and the costs advanced by its attorney. The award of \$8,500.00 in attorney's fees and costs together with trebled damages and the award of prejudgment interest does not make the Plaintiff whole. Under the circumstances, the

award of only \$8,500.00 in attorney's fees and costs when the Plaintiff has incurred over \$28,000.00 in attorney's fees and costs does not promote the policy objectives of the UTPA.

Perhaps, the Court believed that the award of attorney's fees and costs was somehow tied to the amount of recovery, but that is not the case. The amount of recovery is but one factor to be considered in determining reasonable attorney's fees. Baron Data Systems, Inc. v. Loter, 297 S.C. at 385, 377 S.E.2d at 297-98; Darden v. Witham, 263 S.C. 183, 209 S.E.2d 42 (1974); Laser Supply and Services, Inc. v. Orchard Park Associates, 382 S.C. 326, 676 S.E.2d 139 (Ct.App. 2009).

In Baron, supra, the South Carolina Supreme Court stated:

Courts in other jurisdictions have awarded attorney's fees which exceeded the verdict obtained. In Erickson Enterprises, Inc. v. Lois Wohl & Son, Inc., 422 So.2d 1085 (Fla. App. 1982) the prayer was for \$4,260.60, the verdict was \$3,885 and the appellate court upheld a fee award of \$6,000. In Michael - Regan Co., Inc., v. Lindell, 527 F.2d 653, 656 (9th Cir. 1975), the court upheld a verdict (on a counterclaim) for a total of \$17,907.26, exclusive of interest, and awarded \$18,543.00 in attorney's fees. See also Osborn v. Sinclair Refinancing Co., 207 F.Supp. 856 (D.Md. 1962) (fee award of \$14,000, damages of \$325); and Knutson v. Daily Review, Inc., 479 F.Supp. 1263 (N.D. Cal. 1979) (fees of \$54,079; nominal damages of \$6).

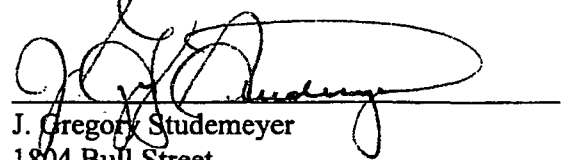
More recently, in Middleton v. Williamson, 374 S.C. 419, 649 S.E.2d 57 (Ct. App. 2007), the South Carolina Court of Appeals upheld an award of \$35,000 in attorney's fees where the verdict was only \$906.62. All of the cases cited above stand for the proposition that a reasonable award of attorney's fees is not limited by the amount of recovery. This should be especially the case in an

action brought under the UTPA which encourages individuals to pursue litigation to protect the public interest.

The Court has previously determined that counsel for the Plaintiff devoted 108.6 hours prosecuting this case and that the fees billed by counsel to the Plaintiff ranging from \$200 per hour to \$250 per hour were reasonable and customary. The Court has also determined that the case was difficult, that Plaintiff's counsel enjoys excellent professional standing, and that beneficial results were obtained. None of these elements were ever challenged by the Defendants. See Baron, supra.

Based upon the foregoing, the Plaintiff urges the Court to reconsider its previous award of attorney's fees and award the full sum of \$28,237.09 sought by the Plaintiff.

J. GREGORY STUDEMAYER
Professional Corporation



J. Gregory Studemeyer
1804 Bull Street
Post Office Box 12201
Columbia, South Carolina 29211-2201
803-779-3363

Attorney for Plaintiff

Columbia, South Carolina

March 9, 2010

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Professional Financial Services Corp

☐ Plaintiff

v.

Terry White et al.

☐ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2008 - CP - 21 - 1462R

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney: Gregory Studemeyer, Bar No. 5416 Address: PO Box 12201, Columbia SC 29211-2201 phone: 803-779-3363 fax: _____ e-mail: _____ her: _____		Defendant's Attorney: Louis D. Nettles, Bar No. 4216 Address: PO Box 8139, Florence SC 29502 phone: 666-0100 fax: 666-0811 e-mail: louis@folkenlaw.com her: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Motion to Reconsider			
Estimated Time Needed: _____		Court Reporter Needed: ☒ YES / ☐ NO	
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
Signature of Attorney for ☐ Plaintiff / ☐ Defendant		Date submitted	
SECTION III: Motion Fee			
☐ PAID - AMOUNT: \$25.00			
☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support (check reason) ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE _____ CODE: _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____		Date Filed: _____	
☐ MOTION FEE COLLECTED: _____ ☐ CONTESTED - AMOUNT DUE: _____			

SCCA/233 (11/03)

CERTIFIED A TRUE COPY

Corrine Red-Sparin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)
)
Professional Financial Services Corp.,)
)
Plaintiff,)
)
vs.)
)
Terry White and White's Auto Sales, Inc.,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2008-CP-21-1462R

MOTION TO ALTER OR AMEND

FILED
2009 NOV 16 AM 10:45
CLERK OF COURT
C.C.P. & G.S.
FLORENCE COUNTY, SC

The Defendants move to alter or amend the Judgment of this Court entered November 3, 2009 and received by the Defendant on November 4, 2009 in the following respects

1. To find that Defendants gave possession of the vehicle in dispute to Danny Munn.
Complaint paragraph 10, Answer paragraph 5.
2. To find on the undisputed evidence that the vehicle in dispute was never in the possession of Collins.
3. To find that Danny Munn was not a buyer in the ordinary course of business, because he was aware that Defendant White's Auto Sales, Inc was the owner of the vehicle.
4. To delete the conclusion of law that adds to §36-2-403 of the South Carolina Code of Laws by ruling that entrusting the possession of a vehicle to the customer of a merchant is the same as entrusting the vehicle to the merchant.
5. To find as a matter of law that any entrustment of the vehicle to Collins was by Munn and not the Defendants.

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Cornie Red-Spearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

6. To find that as a matter of law, the Defendants were the lawful title holders to the vehicle and they were entitled to possession of the vehicle.

7. To find as a matter of law the retention of possession by the Defendant was not a conversion or an unfair trade practice.

8. To find that the Defendants had a reasoned belief grounded in the law of the Uniform Commercial Code that they were entitled to possession of the vehicle and that therefore any violation of the Unfair Trade Practices Act was not willful.

9. To grant judgment in favor of the Defendants.

Respectfully submitted



Louis D. Nettles
Folkens Law Firm, P.A.
3326 West Palmetto Street
Post Office Box 6139
Florence, South Carolina 29502
(843) 665-0100

November 15, 2009

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)
Professional Financial Services Corp.,)
Plaintiff,)
vs.)
Terry White and White's Auto Sales, Inc.,)
Defendant.)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2008-CP-21-1462R

**MEMORANDUM IN SUPPORT OF
MOTION TO ALTER OR AMEND**

2009 NOV 16 AM 10:45
CLERK OF COURT
FLORENCE COUNTY, SC

This is a suit by the Plaintiff against the Defendant to recover the value of an automobile.

The Plaintiff is in the business of financing automobiles and the Defendant is in the business of selling automobiles. In September 2005, the Defendant owned the disputed vehicle and held the title to the vehicle. Plaintiff is in the business of financing automobiles. Plaintiff had a business relationship with Scott Collins an automobile dealer in Florence County. Plaintiff entered into a transaction with Daniel R. Munn to finance the purchase of a vehicle from Scott Collins. The Plaintiff did not insist upon obtaining the title to the vehicle prior to Mr. Collins for it. Unfortunately, Collins did not own the vehicle. Instead of using the proceeds of the financed transaction to purchase the vehicle from the Defendant, Collins pocketed the money. Plaintiff claims that it is entitled under §36-2-403 of the South Carolina Code of Laws to the title to the vehicle. §36-2-403 provides a purchaser of goods acquires all title which his transferor had or had power to transfer. In this case, since the transaction was between Munn and Collins, Collins had no title to

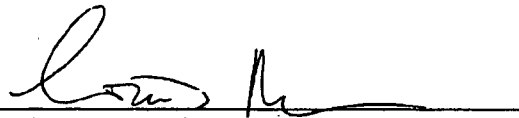
CERTIFIED A TRUE COPY
Connie Reed-Sparrow
CLERK OF COURT C.P & G.S.
FLORENCE COUNTY, S.C.

the vehicle, so he had no interest to transfer to Munn.

§36-2-403(2) provides that any entrusting of possession of goods to a merchant who deals in goods of that kind gives him power to transfer all rights of the entruster to a buyer in the ordinary course of business. The pleadings affirmatively allege that the Defendant White gave possession of the vehicle to Munn and not Collins. Mr. Munn testified that he went to White to get the vehicle and was always in possession of the vehicle. Munn never gave the keys or possession of the vehicle to Collins. Therefore, there was no "entrusting" by White to Collins.

Further, Munn did not qualify as a "buyer in the ordinary course of business". "Buyer in the ordinary course of business" is defined in §36-1-201(9) as "a person who in good faith and *without knowledge that this sale to him is in violation of the ownership rights or security interest* of a third party in the goods buys in the ordinary course from a person in the business of selling goods of that kind" (emphasis added). Because Munn knew that the vehicle belonged to White's, he cannot qualify as a buyer in the ordinary course of business. *Pilson v. DeMarco*, 156 Ill. App. 3d 617, 509 N.E.2d 159, (1987). Under the UCC the law is to be construed to make the law uniform among the States. 36-1-103(2)(c). The facts in *Pilson* are compelling. *Pilson* was a dispute between a car dealer and a customer of another dealer. The Dealer, *Pilson* made a deal with a second dealer to sell some cars. *Pilson* had made similar deals with the same dealer before. *Demarco* made a deal to purchase the vehicles from the other dealer. *Demarco* picked up the vehicles from *Pilson* after paying the second dealer. The Appellate Court of Illinois held that delivery of the vehicles to the customer of the second dealer was not an entrustment to a merchant and was insufficient to transfer title. In the case before the court White had title to the vehicle and Munn knew White claimed ownership. *Sebrite Corporation v. Transouth Financial Services Corporation*, 272 S.C. 483, 252

S.E.2d 873 (1979) is easily distinguishable. *Sebrite* was a dispute between two parties that claimed liens. Both liens were perfected under the UCC. In this case only White had a perfected interest in the vehicle. Unlike the obscure lien of the floor plan lender in *Sebrite*, White had title to the vehicle and such title could be easily be checked with the Department of Motor Vehicles. The Court has cited *Sebrite* for the proposition that a retail lender need not investigate the right of the dealer to sell good to which the dealer has title. In this case Collins did not have title nor could he provide title. In *Sebrite* the Dealer was able to provide a DMV title to the retail lender. Munn knew if White's interest. Unlike the situation in *Sebrite*, in the case before the court, simply asking for the title would protect a person in the position of Plaintiff. Plaintiff, who had a relationship with Collins, failed to take the slightest care to protect it interest and the law does not protect it for its own negligence. The law does protect White who had a valid title and never entrusted the vehicle to Collins.



LOUIS D. NETTLES
Folkens Law Firm, P.A.
3326 West Palmetto Street
Post Office Box 6139
Florence, South Carolina 29502
(843) 665-0100

November 16, 2009

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE)

CASE NO. 2008-CP-21-1462R

PROFESSIONAL FINANCIAL
SERVICES CORP.,)

Plaintiff,)

vs.)

TERRY WHITE and WHITE'S AUTO
SALES, INC.)

Defendants.)

ATTORNEY'S FEE AFFIDAVIT

FILED
2009 NOV 16 AM 9:43
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, SC.

Personally appeared before me, J. Gregory Studemeyer, who first being duly sworn,
deposes and says:

1. He is a licensed attorney practicing primarily in Columbia, South Carolina.
2. He was admitted to the Bar of the State of South Carolina on November 5, 1982.
3. A substantial portion of his practice relates to commercial litigation and he enjoys an AV rating with Martindale-Hubbell.
4. He is the attorney for the Plaintiff in the above referenced action.
5. Attached hereto and incorporated herein by reference is a copy of the undersigned's Slip Listing summarizing attorney's fees of \$25,070.00 billed to Professional Financial Services Corp. from November 29, 2005, through October 20, 2009.
6. In addition to the above, the undersigned spent 4.8 hours from November 4, through November 12, 2009, reviewing the Order dated November 3, 2009, consulting with his client, attempting to contact opposing counsel, reviewing his file, preparing a motion to alter or amend, reviewing his billing records, preparing this affidavit, and preparing correspondence for

CERTIFIED: A TRUE COPY

Connie Reel Spearin

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

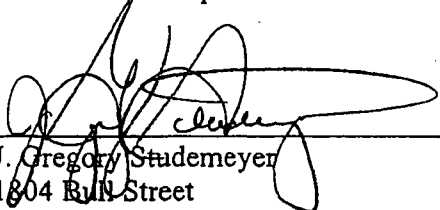
filing and service of same. In addition, the undersigned has paid an additional fee of \$25.00 for filing the motion to alter or amend.

7. Based upon the foregoing the undersigned requests an award of attorney's fees of \$26,390.00 and costs of \$1,847.09.

The undersigned is competent to testify to the foregoing matters and would so testify if presented as a witness at a hearing in this matter.

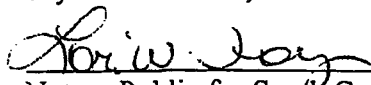
FURTHER THE DEPONENT SAYETH NOT.

J. GREGORY STUDEMEYER
Professional Corporation



J. Gregory Studemeyer
1804 Bull Street
Post Office Box 12201
Columbia, South Carolina 29211-2201
(803) 779-3363
Attorney for Plaintiff

SWORN to before me this 12th
day of November, 2009



Notary Public for South Carolina
My commission expires: 9.20.2017

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Prof.Fin./Flore
Reference (hand sele Include: Munn, Danny

Rate Info - identifies rate source and level

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
24134 TIME	JGS	0.40	200.00	80.00
11/29/05 11/29/05	Review docume	0.00	C@1	
Billed G:3900 12/1/05	Prof.Fin./Flore	0.00		
Reviewed documents faxed by Munn, Danny		0.00		
Mark McDonald; returned telephone call to Mark McDonald (confirmed that client wants me to make a demand for certificate of title from consignor); prepared matter sheet.				
24149 TIME	JGS	0.50	200.00	100.00
11/30/05 11/30/05	Prepare docum	0.00	C@1	
Billed G:3900 12/1/05	Prof.Fin./Flore	0.00		
Prepared correspondence to Whites Auto Sales to demand certificate of title.	Munn, Danny	0.00		
24239 TIME	JGS	0.10	200.00	20.00
12/8/05 12/8/05	Phone fr client	0.00	C@1	
Billed G:3944 1/2/06	Prof.Fin./Flore	0.00		
Received telephone call from Mark McDonald (advised that customer surrendered vehicle to consignor).	Munn, Danny	0.00		
24249 TIME	JGS	0.30	200.00	60.00
12/12/05 12/12/05	Phone to client	0.00	C@1	
Billed G:3944 1/2/06	Prof.Fin./Flore	0.00		
Made telephone call to Mark McDonald concerning status of case (authorized me to contact Stephen Leroy for further information); made telephone call to Stephen Leroy to request copy of file.	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 2

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
24250 EXP	JGS	1	3.00	3.00
12/12/05	12/12/05 Long Distance			
Billed G:3944	1/2/06 Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
24298 TIME	JGS	0.30	200.00	60.00
12/15/05	12/15/05 Review docume	0.00	C@1	
Billed G:3944	1/2/06 Prof.Fin./Flore	0.00		
Reviewed documents forwarded by Katie Blankenship; reviewed file; made telephone call to Danny Munn (not available; left message on voice mail); made telephone call to place of employment (no longer there; spoke with cousin, Terry Weaver).				
24299 EXP	JGS	2	3.00	6.00
12/15/05	12/15/05 Long Distance			
Billed G:3944	1/2/06 Prof.Fin./Flore			
Long distance charges Munn, Danny Florence, SC)				
24306 TIME	JGS	0.70	200.00	140.00
12/15/05	12/15/05 Phone fr client	0.00	C@1	
Billed G:3944	1/2/06 Prof.Fin./Flore	0.00		
Received telephone call from Danny Munn (discussed his purchase of truck, difficulty getting tags, notice to appear in Magistrate's Court and Magistrate directive to surrender vehicle); made telephone call to Judge Lynch's office in Timmonsville (spoke with April); made telephone call to Mark McDonald (not available; left message on voice mail); received telephone call from Mark McDonald (discussed status of case).				
24307 EXP	JGS	1	3.00	3.00
12/15/05	12/15/05 Long Distance			
Billed G:3944	1/2/06 Prof.Fin./Flore			

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 3

Slip ID	Dates and Time	Posting Status	Description	Timekeeper	Activity	Client	Reference	Units	DNB Time	Est. Time	Variance	Rate	Rate Info	Bill Status	Slip Value
			Long distance charges (Timmons ville, SC)	Munn, Danny											
24309	TIME			JGS				0.10				200.00			20.00
	12/15/05				12/15/05	Return call		0.00				C@1			
	Billed G:3944				1/2/06	Prof.Fin./Flore		0.00							
	Returned telephone call to Lynn Stowe (not available; left message on voice mail).			Munn, Danny				0.00							
24310	EXP			JGS				1				1.50			1.50
	12/15/05				12/15/05	Long Distance									
	Billed G:3944				1/2/06	Prof.Fin./Flore									
	Long distance charges (Florence, Munn, Danny SC)														
24312	TIME			JGS				0.60				200.00			120.00
	12/15/05				12/15/05	Legal Research		0.00				C@1			
	Billed G:3944				1/2/06	Prof.Fin./Flore		0.00							
	Researched law at USC Law School Library.			Munn, Danny				0.00							
2 2	TIME			JGS				1.20				200.00			240.00
	12/16/05				12/16/05	Review File		0.00				C@1			
	Billed G:3944				1/2/06	Prof.Fin./Flore		0.00							
	Reviewed file; returned telephone call to Lynn Stowe (not available; left message on voice mail); made telephone call to Danny Munn to request copies of his paperwork and to confirm his address; made telephone call to Terry White to discuss (advised that he still has the truck, that Magistrate told him that person in possession of title was entitled to vehicle, and that he was not going to surrender it without a court order); made telephone call to Stephen Leroy to discuss.			Munn, Danny				0.00							
24323	EXP			JGS				1				1.50			1.50
	12/16/05				12/16/05	Long Distance									
	Billed G:3944				1/2/06	Prof.Fin./Flore									
	Long distance charges (Florence, Munn, Danny SC)														

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 4

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
24324 EXP	JGS	1	3.00	3.00
12/16/05	12/16/05 Long Distance			
Billed G:3944	1/2/06 Prof.Fin./Flore			
Long distance charges (Effingham, SC)	Munn, Danny			
24325 EXP	JGS	1	3.00	3.00
12/16/05	12/16/05 Long Distance			
Billed G:3944	1/2/06 Prof.Fin./Flore			
Long distance charges (Timmons ville, SC)	Munn, Danny			
24326 EXP	JGS	1	3.00	3.00
12/16/05	12/16/05 Long Distance			
Billed G:3944	1/2/06 Prof.Fin./Flore			
Long distance charges (Florence, SC)	Munn, Danny			
24551 TIME	JGS	1.00	225.00	225.00
1/12/06	1/12/06 Review File	0.00	C@1	
Billed G:3984	1/31/06 Prof.Fin./Flore	0.00		
Reviewed file; began drafting	Munn, Danny	0.00		
leadings; made telephone call to Terry White reiterating that Munn came to his dealership to pick up vehicle, that he never got paid, and that he has disposed of the vehicle.				
24552 EXP	JGS	1	3.00	3.00
1/12/06	1/12/06 Long Distance			
Billed G:3984	1/31/06 Prof.Fin./Flore			
Long distance charges (Timmons ville, SC)	Munn, Danny			
24602 TIME	JGS	0.50	225.00	112.50
1/16/06	1/16/06 Review docume	0.00	C@1	
Billed G:3984	1/31/06 Prof.Fin./Flore	0.00		
Reviewed S.C. Secretary of State's website concerning corporate status of White's Auto Sales; reviewed file; made telephone call to Danny Munn concerning status of traffic ticket, etc.	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 5

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
24607 TIME	JGS	1.40	225.00	315.00
1/17/06 1/17/06	Review File	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed file; resumed preparation of pleadings.	Munn, Danny	0.00		
24608 TIME	JGS	0.30	225.00	67.50
1/17/06 1/17/06	Review docume	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed S.C. Code on claim and delivery.	Munn, Danny	0.00		
24616 TIME	JGS	0.10	225.00	22.50
1/17/06 1/17/06	Phone to client	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Made telephone call to Lynn Stowe (not available; left message on voice mail).	Munn, Danny	0.00		
24617 EXP	JGS	1	1.50	1.50
1/17/06 1/17/06	Long Distance			
Billed G:3984 1/31/06	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
24629 TIME	JGS	0.20	225.00	45.00
1/18/06 1/18/06	Phone fr client	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Received telephone call from Lynn Stowe (discussed employment with Collins Automotive, relationship with Munn and facts of case).	Munn, Danny	0.00		
24663 TIME	JGS	0.80	225.00	180.00
1/19/06 1/19/06	Review/Revise	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed and revised pleadings; returned telephone call to Danny Munn concerning status of case; prepared correspondence to Clerk of Court for filing pleadings.	Munn, Danny	0.00		
24674 TIME	JGS	0.30	225.00	67.50
1/20/06 1/20/06	Review/Revise	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 6

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Reviewed and revised correspondence and pleadings.	Munn, Danny	0.00		
24676 TIME	JGS	0.20	225.00	45.00
1/20/06 1/20/06	Review/Execute	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence and pleadings; issued check for filing fee.	Munn, Danny	0.00		
24677 EXP	JGS	1	150.00	150.00
1/20/06 1/20/06	Filing Fee			
Billed G:3984 1/31/06	Prof.Fin./Flore			
\$150.00 paid to Clerk of Court.	Munn, Danny			
24726 TIME	JGS	0.10	225.00	22.50
1/26/06 1/26/06	Review docume	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed e-mail from Louis D. Nettles concerning representation of Terry White and White's Auto Sales, Inc.	Munn, Danny	0.00		
24732 TIME	JGS	0.50	225.00	112.50
1/26/06 1/26/06	Review docume	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed pleadings filed and returned by Clerk of Court; reviewed file; made telephone call to Danny Munn concerning status of case; prepared Acceptance of Service and correspondence to Louis Nettles for execution.	Munn, Danny	0.00		
24734 TIME	JGS	0.10	225.00	22.50
1/26/06 1/26/06	Review/Revise	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence and Acceptance of Service.	Munn, Danny	0.00		
25051 TIME	JGS	0.80	225.00	180.00
2/24/06 2/24/06	Review Corres.	0.00	C@1	
Billed G:4026 2/28/06	Prof.Fin./Flore	0.00		
Reviewed correspondence, Answer, and Interrogatories from	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 7

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Louis Nettles; reviewed file; prepared First Set of Interrogatories, Request To Produce, Request To Admit, and correspondence to Louis Nettles to serve with copies of same.				
25054 TIME	JGS	0.20	225.00	45.00
2/24/06 2/24/06	Review/Revise	0.00	C@1	
Billed G:4026 2/28/06	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence and discovery requests.	Munn, Danny	0.00		
25056 TIME	JGS	0.10	225.00	22.50
2/24/06 2/24/06	Review/Execute	0.00	C@1	
Billed G:4026 2/28/06	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence.	Munn, Danny	0.00		
25094 TIME	JGS	0.10	225.00	22.50
3/1/06 3/1/06	Return call	0.00	C@1	
Billed G:4069 4/1/06	Prof.Fin./Flore	0.00		
Returned telephone call to Mark McDonald (discussed status of case).	Munn, Danny	0.00		
25442 TIME	JGS	1.10	225.00	247.50
3/31/06 3/31/06	Review File	0.00	C@1	
Billed G:4069 4/1/06	Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Steven Leroy concerning account balance; made telephone call to Danny Munn concerning status of case; prepared Answers to Defendants' Interrogatories and correspondence to Louis Nettles to serve with copies of same.	Munn, Danny	0.00		
25443 EXP	JGS	2	3.00	6.00
3/31/06 3/31/06	Long Distance			
Billed G:4069 4/1/06	Prof.Fin./Flore			
2 Long distance charges (Florence, SC)	Munn, Danny			

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 8

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
25464 TIME	JGS	0.20	225.00	45.00
4/3/06	Review/Revise	0.00	C@1	
Billed G:4110 4/30/06	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence and discovery responses.	Munn, Danny	0.00		
25467 TIME	JGS	0.20	225.00	45.00
4/3/06	Review/Execute	0.00	C@1	
Billed G:4110 4/30/06	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence and discovery responses.	Munn, Danny	0.00		
26433 TIME	JGS	0.40	225.00	90.00
6/20/06	Review File	0.00	C@1	
Billed G:4194 7/3/06	Prof.Fin./Flore	0.00		
Reviewed file; prepared correspondence to Lewis Nettles to demand discovery responses.	Munn, Danny	0.00		
91 TIME	JGS	0.30	225.00	67.50
8/23/06	Review File	0.00	C@1	
Billed G:4267 9/4/06	Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Louis Nettles to request discovery responses.	Munn, Danny	0.00		
27092 EXP	JGS	1	3.00	3.00
8/23/06	Long Distance			
Billed G:4267 9/4/06	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
27452 TIME	JGS	0.10	225.00	22.50
9/19/06	Return call	0.10	C@1	
Billed G:4311 10/2/06	Prof.Fin./Flore	0.00	No Charge	
Returned telephone call to Steven Munn, Danny Leroy concerning status of case.		0.00		
27557 TIME	JGS	0.50	225.00	112.50
9/25/06	Review File	0.00	C@1	
Billed G:4311 10/2/06	Prof.Fin./Flore	0.00		
Reviewed file; prepared motion information form and cover sheet, motion to compel, correspondence to Clerk of Court	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 9

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
for filing, and correspondence to Louis Nettles to serve with copies of same.					
27640	TIME	JGS	0.30	225.00	67.50
10/2/06	10/2/06	Review/Revise	0.00	C@1	
Billed G:4355	11/3/06	Prof.Fin./Flore	0.00		
Reviewed and revised		Munn, Danny	0.00		
correspondence, motion information form and cover sheet, and motion to compel.					
27656	TIME	JGS	0.10	225.00	22.50
10/2/06	10/2/06	Review/Execute	0.00	C@1	
Billed G:4355	11/3/06	Prof.Fin./Flore	0.00		
Reviewed and executed		Munn, Danny	0.00		
correspondence; issued check for filing fee.					
27657	EXP	JGS	1	25.00	25.00
10/2/06	10/2/06	Filing Fee			
Billed G:4355	11/3/06	Prof.Fin./Flore			
25.00 paid to Clerk of Court for Florence County.					
28351	TIME	JGS	0.10	225.00	22.50
11/16/06	11/16/06	Review Corres.	0.00	C@1	
Billed G:4402	12/5/06	Prof.Fin./Flore	0.00		
Reviewed memo and non-jury roster e-mailed by Clerk of Court.					
28541	TIME	JGS	2.60	225.00	585.00
12/4/06	12/4/06	Review Corres.	0.00	C@1	
Billed G:4448	1/4/07	Prof.Fin./Flore	0.00		
Reviewed correspondence and discovery responses emailed by Louis Nettles; reviewed correspondence emailed by Melissa Cagle in Judge Nettles' office; made telephone call to Bill Buckner at RMC Financial in Florence; made telephone call to Suzanne Kinard at Aiken Bridges (not available; spoke with Bridgette); made telephone call to Suzanne Kinard at Judge Rogers' office in Florence (not					

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 10

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
available; left message on voice mail); received telephone call from Suzanne Kinard (discussed former representation of RMC); received telephone call from Bill Buckner (referred me to Mathew Richardson at Wyche Law Firm); made telephone call to Mathew Richardson (discussed motion to alter or amend argued before Judge Russo); made telephone call to Danny Munn concerning status of case; made telephone call to Steven Leroy to advise that phone numbers for Danny Munn and Lynne Stowe were no longer working numbers and requested his assistance with updated location information; prepared correspondence to Danny Munn with copy of Defendants' Response To Request To Produce.				
28542 EXP	JGS	3	3.00	9.00
12/4/06 12/4/06	Long Distance			
Billed G:4448 1/4/07	Prof.Fin./Flore			
3 Long distance charges (Florence, SC)	Munn, Danny			
28550 TIME	JGS	0.10	225.00	22.50
12/4/06 12/4/06	Review/Revise	0.00	C@1	
Billed G:4448 1/4/07	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence.	Munn, Danny	0.00		
28551 TIME	JGS	0.10	225.00	22.50
12/4/06 12/4/06	Review/Execute	0.00	C@1	
Billed G:4448 1/4/07	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence.	Munn, Danny	0.00		
28567 TIME	JGS	1.00	225.00	225.00
12/5/06 12/5/06	Review Corres.	0.00	C@1	
Billed G:4448 1/4/07	Prof.Fin./Flore	0.00		
Reviewed correspondence from Louis Nettles; prepared	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 11

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
correspondence to Judge Lynch to request copies of pleadings, exhibits, correspondence, notes, and transcript of hearing.				
28576 TIME	JGS	0.10	225.00	22.50
12/5/06	12/5/06 Review/Revise	0.00	C@1	
Billed G:4448	1/4/07 Prof.Fin./Flore	0.00		
Reviewed and revised correspondence.	Munn, Danny	0.00		
28579 TIME	JGS	0.20	225.00	45.00
12/5/06	12/5/06 Review/Execute	0.00	C@1	
Billed G:4448	1/4/07 Prof.Fin./Flore	0.00		
Reviewed and executed correspondence; issued check for copies.	Munn, Danny	0.00		
28580 EXP	JGS	1	25.00	25.00
12/5/06	12/5/06 Photocopies			
Billed G:4448	1/4/07 Prof.Fin./Flore			
25.00 paid to Florence County Magistrate.	Munn, Danny			
28582 TIME	JGS	0.50	225.00	112.50
12/5/06	12/5/06 Review Corres.	0.00	C@1	
Billed G:4448	1/4/07 Prof.Fin./Flore	0.00		
Reviewed correspondence from Louis Nettles; made telephone call to Melissa Cagle in Clerk of Court's office (not available; left message on voice mail); prepared correspondence to Clerk of Court to advise that motion had been resolved; returned telephone call to Bridget in Mike Nunn's office (advised that they also encountered difficulty in obtaining documentation from Magistrate; offered to provide copies of affidavits submitted by both her and Suzanne Kinard).	Munn, Danny	0.00		
28583 EXP	JGS	1	3.00	3.00
12/5/06	12/5/06 Long Distance			
Billed G:4448	1/4/07 Prof.Fin./Flore			

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 12

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Long distance charges (Florence,Munn, Danny SC)				
28585	TIME	JGS	0.10	225.00
12/5/06	12/5/06	Review docume	0.00	C@1
Billed G:4448	1/4/07	Prof.Fin./Flore	0.00	
Reviewed affidavits faxed by	Munn, Danny	0.00		
Bridgette Godbold.				
28682	TIME	JGS	0.10	225.00
12/13/06	12/13/06	Review docume	0.00	C@1
Billed G:4448	1/4/07	Prof.Fin./Flore	0.00	
Reviewed Order issued by Judge	Munn, Danny	0.00		
Nettles.				
29455	TIME	JGS	0.30	225.00
2/15/07	2/15/07	Review docume	0.00	C@1
Billed G:4538	3/1/07	Prof.Fin./Flore	0.00	
Reviewed notice and non-jury	Munn, Danny	0.00		
roster emailed by Clerk of Court				
for Florence County; prepared				
correspondence to Clerk of Court				
to determine when non-jury trials				
would begin; reviewed file; made				
telephone call to Steven Leroy to				
determine if he had been				
successful in locating Danny				
Munn (not available; left message				
on voice mail).				
29491	TIME	JGS	0.10	225.00
2/19/07	2/19/07	Phone to client	0.00	C@1
Billed G:4538	3/1/07	Prof.Fin./Flore	0.00	
Made telephone call to Steven	Munn, Danny	0.00		
Leroy concerning status of case				
(not available; left message);				
reviewed file; prepared for roster				
meeting.				
29492	EXP	JGS	1	1.50
2/19/07	2/19/07	Long Distance		
Billed G:4538	3/1/07	Prof.Fin./Flore		
Long distance charges (Florence,Munn, Danny				
SC)				

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 13

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
29501 TIME	JGS	0.20	225.00	45.00
2/19/07 2/19/07	Phone to client	0.00	C@1	
Billed G:4538 3/1/07	Prof.Fin./Flore	0.00		
Made telephone call to Steven Munn, Danny		0.00		
Leroy (discussed roster meeting in Florence on 2/20/07, intention to visit Magistrate's office in Timmonsville, and request to locate Danny Munn and Lynn Stowe).				
29502 EXP	JGS	1	3.00	3.00
2/19/07 2/19/07	Long Distance			
Billed G:4538 3/1/07	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
29503 TIME	JGS	5.50	225.00	1237.50
2/20/07 2/20/07	Travel	0.00	C@1	
Billed G:4538 3/1/07	Prof.Fin./Flore	0.00		
Travelled to and from Florence County Courthouse; attended roster meeting; travelled to client's office; met with Steven Leroy; travelled to Judge Lynch's office in Timmonsville; reviewed Court's file and secured copies.	Munn, Danny	0.00		
29504 EXP	JGS	174	0.425	73.95
2/20/07 2/20/07	Travel			
Billed G:4538 3/1/07	Prof.Fin./Flore			
174 miles at 42.5 per mile (Florence and Timmonsville, SC)	Munn, Danny			
29520 TIME	JGS	3.50	225.00	787.50
2/21/07 2/21/07	Review docume	0.00	C@1	
Billed G:4538 3/1/07	Prof.Fin./Flore	0.00		
Reviewed documents obtained from Magistrate in Timmonsville; reviewed file; prepared Plaintiffs Supplemental Answers To Defendants' Interrogatories, subpoena for RMC Financial, Plaintiffs Second Request For Production, correspondence to Louis D. Nettles, Esq. to serve with copies of same; prepared	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 14

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
correspondence to Bill Buckner, and correspondence to Alberta Timmons, Ralph Sexton, and Jerry Montrose.				
29530 TIME	JGS	0.30	225.00	67.50
2/22/07	2/22/07 Review/Revise	0.00	C@1	
Billed G:4538	3/1/07 Prof.Fin./Flore	0.00		
Reviewed and revised correspondence, discovery, and subpoena.	Munn, Danny	0.00		
29533 TIME	JGS	0.20	225.00	45.00
2/22/07	2/22/07 Review/Execute	0.00	C@1	
Billed G:4538	3/1/07 Prof.Fin./Flore	0.00		
Reviewed and executed correspondence, discovery, and subpoena.	Munn, Danny	0.00		
29604 TIME	JGS	0.60	250.00	150.00
3/5/07	3/5/07 Review File	0.00	C@1	
Billed G:4585	4/1/07 Prof.Fin./Flore	0.00		
Reviewed file; prepared correspondence to Steven Leroy to request assistance with locating Danny Munn and Lynn Stowe.	Munn, Danny	0.00		
29619 TIME	JGS	0.40	250.00	100.00
3/6/07	3/6/07 Return call	0.00	C@1	
Billed G:4585	4/1/07 Prof.Fin./Flore	0.00		
Returned telephone call to Steven Munn, Danny LeRoy (discussed location information on Lynn Stone and Danny Munn); made telephone call to Lynn Stone at 52 Auto Sales LLC (believes Danny Munn may be in trouble over child support; will see what she can find out).		0.00		
29620 EXP	JGS	2	3.00	6.00
3/6/07	3/6/07 Long Distance			
Billed G:4585	4/1/07 Prof.Fin./Flore			
2 Long distance charges (Florence, SC)	Munn, Danny			

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 15

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
29699 TIME	JGS	0.20	250.00	50.00
3/12/07 3/12/07	Review docume	0.00	C@1	
Billed G:4585 4/1/07	Prof.Fin./Flore	0.00		
Reviewed documents provided by Munn, Danny		0.00		
Bill Buckner at RMC in response to subpoena.				
29797 TIME	JGS	0.20	250.00	50.00
3/20/07 3/20/07	Return call	0.00	C@1	
Billed G:4585 4/1/07	Prof.Fin./Flore	0.00		
Returned telephone call to Munn, Danny		0.00		
Alberta Timmons (discussed status of case and her willingness to testify).				
29798 EXP	JGS	1	3.00	3.00
3/20/07 3/20/07	Long Distance			
Billed G:4585 4/1/07	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
29801 TIME	JGS	0.60	250.00	150.00
3/30/07 3/30/07	Review File	0.00	C@1	
Billed G:4585 4/1/07	Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Louis Nettles concerning status of discovery responses; made telephone call to Lynne Stone (not available; left message on voice mail); received telephone call from Lynne Stone (advised that she had given client a N.C. address for Danny Munn and believed that Danny Munn was visiting his grandmother at Cook & Assoc. Nursing Home on Clark Road in Florence on weekends); prepared correspondence to Steven Leroy concerning status of case.		0.00		
29906 TIME	JGS	0.10	250.00	25.00
3/30/07 3/30/07	Review/Revise	0.00	C@1	
Billed G:4585 4/1/07	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence.		0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 16

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
30295 TIME	JGS	0.30	250.00	75.00
5/4/07	Review File	0.00	C@1	
Billed G:4668 5/4/07	Prof.Fin./Flore	0.00		
6/2/07	Munn, Danny	0.00		
Reviewed file; made telephone call to Steven Leroy (discussed status of case); made telephone call to Melissa McCutchen in Clerk of Court's office concerning status of case (not available; left message on voice mail)				
30296 EXP	JGS	1	3.00	3.00
5/4/07	Long Distance			
Billed G:4668 5/4/07	Prof.Fin./Flore			
6/2/07	Munn, Danny			
Long distance charges (Florence,Munn, Danny SC)				
30297 EXP	JGS	1	1.50	1.50
5/4/07	Long Distance			
Billed G:4668 5/4/07	Prof.Fin./Flore			
6/2/07	Munn, Danny			
Long distance charges (Florence,Munn, Danny C)				
30603 TIME	JGS	0.20	250.00	50.00
6/5/07	Return call	0.00	C@1	
Billed G:4713 6/5/07	Prof.Fin./Flore	0.00		
6/30/07	Munn, Danny	0.00		
Returned telephone call to Bill Buckner (not available; left message with assistant); received telephone call from Bill Buckner (discussed status of case).				
30872 TIME	JGS	0.30	250.00	75.00
6/28/07	Review docume	0.00	C@1	
Billed G:4713 6/28/07	Prof.Fin./Flore	0.00		
6/30/07	Munn, Danny	0.00		
Reviewed Florence County Non-Jury roster; made telephone call to Melissa McCutcheon, Deputy Clerk of Court (not available; left message on voice mail); made telephone call to Steven Leroy concerning status of case (not available; left message with Harold).				

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 17

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
30873 EXP	JGS	2	1.50	3.00
6/28/07 6/28/07	Long Distance			
Billed G:4713 6/30/07	Prof.Fin./Flore			
2 Long distance charges (Florence, SC)				
30874 TIME	JGS	0.10	250.00	25.00
6/28/07 6/28/07	Phone fr client	0.00	C@1	
Billed G:4713 6/30/07	Prof.Fin./Flore	0.00		
Received telephone call from Munn, Danny				
Melissa McCutcheon (discussed conflicts on July 18 and 19; scheduled hearing for July 20 at 2:00 p.m..)				
30875 TIME	JGS	0.10	250.00	25.00
6/28/07 6/28/07	Phone fr client	0.00	C@1	
Billed G:4713 6/30/07	Prof.Fin./Flore	0.00		
Received telephone call from Munn, Danny				
Melissa McCutcheon (advised that opposing counsel had a conflict; rescheduled for 9:30 a.m.).				
30893 EXP	JGS	1	1.50	1.50
6/5/07 6/5/07	Long Distance			
Billed G:4713 6/30/07	Prof.Fin./Flore			
Long distance charges (Florence, Munn, Danny SC)				
30931 TIME	JGS	0.50	250.00	125.00
7/6/07 7/6/07	Review File	0.00	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00		
Reviewed file; prepared correspondence to Steven LeRoy concerning alternatives of moving for continuance or striking case from roster due to Danny Munn's absence.				
30934 TIME	JGS	0.10	250.00	25.00
7/6/07 7/6/07	Review/Revise	0.00	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence.				

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 18

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
30938 TIME	JGS	0.10	250.00	25.00
7/6/07 7/6/07	Review/Execute	0.00	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence.	Munn, Danny	0.00		
30988 TIME	JGS	0.20	250.00	50.00
7/11/07 7/11/07	Review File	0.00	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Steven Leroy (not available; left message with Harold).	Munn, Danny	0.00		
30989 EXP	JGS	1	1.50	1.50
7/11/07 7/11/07	Long Distance			
Billed G:4758 8/1/07	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
30994 TIME	JGS	0.20	250.00	50.00
7/12/07 7/12/07	Phone to client	0.00	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00		
Made telephone call to Steven Leroy concerning status of case (will speak with Mark McDonald and call me back).	Munn, Danny	0.00		
30995 EXP	JGS	1	3.00	3.00
7/12/07 7/12/07	Long Distance			
Billed G:4758 8/1/07	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
31022 TIME	JGS	0.50	250.00	125.00
7/16/07 7/16/07	Return call	0.00	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00		
Returned telephone call to Steven Munn, Danny LeRoy (confirmed authority to strike case from roster pursuant to Rule 40(j)); made telephone call to Louis Nettles to advise (not available; left message with Michelle); made telephone call to Melissa McCutcheon to advise (not available; left message on voice mail); prepared proposed		0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 19

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Order and correspondence to Louis Nettles with same.				
31026 TIME	JGS	0.10	250.00	25.00
7/16/07 7/16/07	Return call	0.00	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00		
Returned telephone call to Louis Munn, Danny				
Nettles (not available; left message with Michelle).				
31027 EXP	JGS	1	1.50	1.50
7/16/07 7/16/07	Long Distance			
Billed G:4758 8/1/07	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
31029 TIME	JGS	0.10	250.00	25.00
7/16/07 7/16/07	Review/Revise	0.00	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence and proposed order.				
31046 TIME	JGS	0.20	250.00	50.00
7/17/07 7/17/07	Phone fr client	0.00	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00		
Received telephone call from Louis Nettles (discussed status of case and Danny Munn's absence; agreed to 40(j)).				
31093 TIME	JGS	0.10	250.00	25.00
7/19/07 7/19/07	Return call	0.10	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00	No Charge	
Returned telephone call to Louis Munn, Danny				
Nettles (not available; left message with receptionist).				
31094 EXP	JGS	1	1.50	1.50
7/19/07 7/19/07	Long Distance			
Billed G:4758 8/1/07	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
31123 TIME	JGS	0.10	250.00	25.00
7/23/07 7/23/07	Review docume	0.00	C@1	
Billed G:4758 8/1/07	Prof.Fin./Flore	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 20

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Reviewed Order striking case from docket by consent issued by Judge Nettles.	Munn, Danny	0.00		
34466 TIME	JGS	0.40	250.00	100.00
5/6/08 5/6/08	Review File	0.00	C@1	
Billed G:5184 6/2/08	Prof.Fin./Flore	0.00		
Reviewed file; prepared correspondence to Steven Leroy concerning option to restore case.	Munn, Danny	0.00		
34734 TIME	JGS	0.20	250.00	50.00
5/29/08 5/29/08	Review File	0.00	C@1	
Billed G:5184 6/2/08	Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Steven Leroy (not available); made telephone call to Steven Leroy concerning status of case.	Munn, Danny	0.00		
34735 EXP	JGS	1	1.50	1.50
5/29/08 5/29/08	Long Distance			
Billed G:5184 6/2/08	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
34736 EXP	JGS	1	3.00	3.00
5/29/08 5/29/08	Long Distance			
Billed G:5184 6/2/08	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
35200 TIME	JGS	0.20	250.00	50.00
7/2/08 7/2/08	Phone fr client	0.00	C@1	
Billed G:5262 8/1/08	Prof.Fin./Flore	0.00		
Received telephone call from Danny Munn (discussed status of case and his availability for deposition or trial).	Munn, Danny	0.00		
35201 TIME	JGS	0.20	250.00	50.00
7/2/08 7/2/08	Review File	0.00	C@1	
Billed G:5262 8/1/08	Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Steven Leroy concerning contact by Danny Munn	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 21

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
(authorized me to file motion to restore).					
35202	EXP	JGS	1	3.00	3.00
7/2/08		7/2/08 Long Distance			
Billed	G:5262	8/1/08 Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)					
35212	TIME	JGS	1.00	250.00	250.00
7/3/08		7/3/08 Review File	0.00	C@1	
Billed	G:5262	8/1/08 Prof.Fin./Flore	0.00		
Reviewed file; prepared motion to Munn, Danny restore; made telephone call to Louis Nettles to discuss; prepared correspondence to Clerk of Court for filing same; prepared motion information form and cover sheet; prepared correspondence to Louis Nettles with copies of motion and proposed Order; issued checks to Clerk of Court for filing fees.					
35213	EXP	JGS	1	25.00	25.00
7/3/08		7/3/08 Filing Fee			
Billed	G:5262	8/1/08 Prof.Fin./Flore			
\$25.00 paid to Clerk of Court.					
35214	EXP	JGS	1	150.00	150.00
7/3/08		7/3/08 Filing Fee			
Billed	G:5262	8/1/08 Prof.Fin./Flore			
\$150.00 paid to Clerk of Court.					
35219	TIME	JGS	0.10	250.00	25.00
7/3/08		7/3/08 Review/Execute	0.00	C@1	
Billed	G:5262	8/1/08 Prof.Fin./Flore	0.00		
Reviewed and executed correspondence, motion, and proposed Consent Order.					
35239	TIME	JGS	1.20	250.00	300.00
7/7/08		7/7/08 Review File	0.00	C@1	
Billed	G:5262	8/1/08 Prof.Fin./Flore	0.00		
Reviewed and organized file.					

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 22

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
35289	TIME			JGS	0.20	250.00	50.00
	7/10/08	7/10/08	Review docume		0.00	C@1	
	Billed	G:5262	8/1/08	Prof.Fin./Flore	0.00		
			Reviewed clocked copy of motionMunn, Danny		0.00		
			to restore from Clerk of Court; reviewed file; made telephone call to Louis Nettles concerning status of proposed Order (not available; left message with receptionist).				
35294	TIME			JGS	0.10	250.00	25.00
	7/14/08	7/14/08	Phone to client		0.00	C@1	
	Billed	G:5262	8/1/08	Prof.Fin./Flore	0.00		
			Made telephone call to Louis Nettles concerning status of proposed Consent Order (advised that it was acceptable and that he would place it in the mail today).	Munn, Danny	0.00		
35295	EXP			JGS	1	3.00	3.00
	7/14/08	7/14/08	Long Distance				
	Billed	G:5262	8/1/08	Prof.Fin./Flore			
			Long distance charges (Florence,Munn, Danny SC)				
35344	TIME			JGS	0.40	250.00	100.00
	7/19/08	7/19/08	Review docume		0.00	C@1	
	Billed	G:5262	8/1/08	Prof.Fin./Flore	0.00		
			Reviewed Order signed and returned by Louis Nettles; prepared correspondence to Clerk of Court for Florence County for filing.	Munn, Danny	0.00		
35361	TIME			JGS	0.10	250.00	25.00
	7/21/08	7/21/08	Review/Revise		0.00	C@1	
	Billed	G:5262	8/1/08	Prof.Fin./Flore	0.00		
			Reviewed and revised correspondence; issued check for filing fee.	Munn, Danny	0.00		
35362	EXP			JGS	1	150.00	150.00
	7/21/08	7/21/08	Filing Fee				
	Billed	G:5262	8/1/08	Prof.Fin./Flore			

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 23

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
\$150.00 paid to Clerk of Court for Munn, Danny Florence County.				
35622 TIME	JGS	0.10	250.00	25.00
8/12/08	8/12/08 Return call	0.00	C@1	
Billed G:5300	9/2/08 Prof.Fin./Flore	0.00		
Returned telephone call to Danny Munn, Danny Munn (not available; left message on voice mail).		0.00		
35624 TIME	JGS	0.10	250.00	25.00
8/12/08	8/12/08 Phone fr client	0.00	C@1	
Billed G:5300	9/2/08 Prof.Fin./Flore	0.00		
Received telephone call from Munn, Danny		0.00		
Danny Munn (wants to know what he has to gain by participating in case).				
35919 TIME	JGS	0.10	250.00	25.00
9/17/08	9/17/08 Phone fr client	0.00	C@1	
Billed G:5334	10/1/08 Prof.Fin./Flore	0.00		
Received telephone call from Munn, Danny		0.00		
Danny Munn concerning status of case.				
36204 TIME	JGS	1.20	250.00	300.00
10/23/08	10/23/08 Review File	0.00	C@1	
Billed G:5399	11/1/08 Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Danny Munn (not available; left message on voice mail).		0.00		
36211 TIME	JGS	0.40	250.00	100.00
10/24/08	10/24/08 Review File	0.00	C@1	
Billed G:5399	11/1/08 Prof.Fin./Flore	0.00		
Resumed review of file; prepared correspondence to Louis Nettles to request response to Plaintiffs Second Request For Production.		0.00		
36955 TIME	JGS	0.50	250.00	125.00
2/12/09	2/12/09 Review docume	0.00	C@1	
Billed G:5520	2/28/09 Prof.Fin./Flore	0.00		
Reviewed Common Pleas Non-Jury Roster from Clerk of Court for Florence County;		0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 24

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
reviewed file; prepared Motion And Order Information Form And Cover Sheet, Motion To Compel, letter to Clerk of Court for filing, and letter to Louis Nettles to serve with copies of same; made telephone call to Danny Munn (not available; left message on voice mail).				
36958 TIME	JGS	0.10	250.00	25.00
2/13/09	2/13/09 Review/Execute	0.00	C@1	
Billed G:5520	2/28/09 Prof.Fin./Flore	0.00		
Reviewed and executed	Munn, Danny	0.00		
correspondence and motion; issued check for filing fee; made telephone call to Danny Munn.				
36959 EXP	JGS	1	25.00	25.00
2/13/09	2/13/09 Filing Fee			
Billed G:5520	2/28/09 Prof.Fin./Flore			
\$25.00 paid to Clerk of Court for Munn, Danny Florence County.				
36976 TIME	JGS	0.10	250.00	25.00
2/17/09	2/17/09 Phone to client	0.00	C@1	
Billed G:5520	2/28/09 Prof.Fin./Flore	0.00		
Made telephone call to Steven Leroy concerning Danny Munn's refusal to return call.				
36977 EXP	JGS	1	3.00	3.00
2/17/09	2/17/09 Long Distance			
Billed G:5520	2/28/09 Prof.Fin./Flore			
Long distance charges (Florence, Munn, Danny SC).				
37015 TIME	JGS	0.40	250.00	100.00
2/23/09	2/23/09 Review File	0.00	C@1	
Billed G:5520	2/28/09 Prof.Fin./Flore	0.00		
Reviewed file; prepared correspondence to Steven Leroy concerning status of case.				
37021 TIME	JGS	0.10	250.00	25.00
2/23/09	2/23/09 Review/Revise	0.00	C@1	
Billed G:5520	2/28/09 Prof.Fin./Flore	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 25

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Reviewed and revised correspondence.	Munn, Danny	0.00		
37085 TIME	JGS	0.20	250.00	50.00
3/2/09	Review File	0.00	C@1	
Billed G:5547	Prof.Fin./Flore	0.00		
4/3/09				
Reviewed file; made telephone call to Steven Leroy concerning status of case (advised that he had not been able to reach Danny Munn or Lynne Stone but would continue his efforts; advised that I would review file to determine if we could proceed without them; also discussed roster meeting scheduled for 3/3/09 in Florence).	Munn, Danny	0.00		
37086 EXP	JGS	1	1.50	1.50
3/2/09	Long Distance			
Billed G:5547	Prof.Fin./Flore			
4/3/09				
Long distance charges (Florence, Munn, Danny JC)				
37089 TIME	JGS	0.40	250.00	100.00
3/2/09	Review File	0.00	C@1	
Billed G:5547	Prof.Fin./Flore	0.00		
4/3/09				
Reviewed file; prepared for roster meeting.	Munn, Danny	0.00		
37090 TIME	JGS	6.80	250.00	1700.00
3/3/09	Travel	0.00	C@1	
Billed G:5547	Prof.Fin./Flore	0.00		
4/3/09				
Travelled to and from Florence; attended roster meeting; made telephone call to John David Whisenhunt concerning WILLIAMS v. COLLINS AUTOMOTIVE listed on non-jury roster (not available; left message with assistant); made telephone call to Steven Leroy concerning interest in interviewing witnesses while in Florence (not available; left message on cell phone); made telephone call to Lynn Stone (made arrangements to	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 26

Slip ID	Timekeeper	Units	Rate	Slip Value	
Dates and Time	Activity	DNB Time	Rate Info		
Posting Status	Client	Est. Time	Bill Status		
Description	Reference	Variance			
meet); travelled to and from 52 Auto Sales in Darlington (met with Lynn Stone and later with Lynn Stone and Danny Munn); travelled to RMC Financial in Florence (met with Bill Buckner); made telephone call to Scott Collins (requested that I call him back after 1:30 p.m.); made telephone call to Scott Collins (could not meet today but will call me next Wednesday when he is in Columbia).					
37094	TIME	JGS	0.30	250.00	75.00
3/4/09	3/4/09	Review File	0.00	C@1	
Billed G:5547	4/3/09	Prof.Fin./Flore	0.00		
Reviewed file; prepared Plaintiffs Munn, Danny					
Third Request For Production and correspondence to Louis Nettles to serve with copy of same.					
37097	TIME	JGS	0.10	250.00	25.00
3/4/09	3/4/09	Return call	0.00	C@1	
Billed G:5547	4/3/09	Prof.Fin./Flore	0.00		
Returned telephone call to Munn, Danny					
Denise in John David Whisenhunt's office concerning his claim against Scott Collins for Leroy Williams.					
37100	TIME	JGS	0.10	250.00	25.00
3/4/09	3/4/09	Review/Revise	0.00	C@1	
Billed G:5547	4/3/09	Prof.Fin./Flore	0.00		
Reviewed and revised Munn, Danny					
correspondence and Plaintiffs Third Request For Production.					
37103	TIME	JGS	0.10	250.00	25.00
3/4/09	3/4/09	Review/Execute	0.00	C@1	
Billed G:5547	4/3/09	Prof.Fin./Flore	0.00		
Reviewed and executed Munn, Danny					
correspondence and Third Request For Production; faxed same to Louis Nettles.					

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 27

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
37114 TIME	JGS	0.60	250.00	150.00
3/6/09 3/6/09	Review File	0.00	C@1	
Billed G:5547 4/3/09	Prof.Fin./Flore	0.00		
Reviewed file; prepared correspondence to Steven Leroy concerning status of case.	Munn, Danny	0.00		
37116 TIME	JGS	0.20	250.00	50.00
3/6/09 3/6/09	Review/Revise	0.00	C@1	
Billed G:5547 4/3/09	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence.	Munn, Danny	0.00		
37117 TIME	JGS	0.10	250.00	25.00
3/6/09 3/6/09	Review/Execute	0.00	C@1	
Billed G:5547 4/3/09	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence.	Munn, Danny	0.00		
37161 TIME	JGS	0.30	250.00	75.00
3/13/09 3/13/09	Phone fr client	0.00	C@1	
led G:5547 4/3/09	Prof.Fin./Flore	0.00		
received phone call from Lynn in John David Whisenhunt's office (requested copies of pleadings filed against Scott Collins).	Munn, Danny	0.00		
37169 TIME	JGS	0.10	250.00	25.00
3/16/09 3/16/09	Review docume	0.00	C@1	
Billed G:5547 4/3/09	Prof.Fin./Flore	0.00		
Reviewed copy of Complaint faxed by Lynn Hanna at John David Whisenhunt's office.	Munn, Danny	0.00		
37225 TIME	JGS	0.20	250.00	50.00
3/20/09 3/20/09	Phone to client	0.00	C@1	
Billed G:5547 4/3/09	Prof.Fin./Flore	0.00		
Made telephone call to Scott Collins (not available; left message on voice mail); made telephone call to Louis Nettles concerning discovery responses (not available; left message on voice mail).	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 28

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
37226	EXP	JGS	2	1.50	3.00
3/20/09	3/20/09	Long Distance			
Billed G:5547	4/3/09	Prof.Fin./Flore			
2 Long distance charges					
(Florence, SC)					
37499	TIME	JGS	0.50	250.00	125.00
4/24/09	4/24/09	Review File	0.00	C@1	
Billed G:5575	5/1/09	Prof.Fin./Flore	0.00		
Reviewed file; reviewed ADR					
Rules; prepared correspondence					
to Louis Nettles concerning					
status of case.					
37502	TIME	JGS	0.10	250.00	25.00
4/24/09	4/24/09	Review/Revise	0.00	C@1	
Billed G:5575	5/1/09	Prof.Fin./Flore	0.00		
Reviewed and revised					
correspondence.					
37569	TIME	JGS	0.30	250.00	75.00
4/09	5/4/09	Review File	0.00	C@1	
Billed G:5601	6/3/09	Prof.Fin./Flore	0.00		
Reviewed file; reviewed Alternate					
Munn, Danny					
Dispute Resolution Rules;					
prepared correspondence to					
Clerk of Court to request					
appointment of mediator.					
37580	TIME	JGS	0.50	250.00	125.00
5/5/09	5/5/09	Review File	0.00	C@1	
Billed G:5601	6/3/09	Prof.Fin./Flore	0.00		
Reviewed file; reviewed Rule 6,					
Munn, Danny					
SCRCP; prepared motion					
information form and cover sheet,					
supplemental Motion To Compel,					
correspondence to Clerk of Court					
for filing and correspondence to					
Louis Nettles to serve with copies					
of same; issued check for filing					
fee.					
37581	EXP	JGS	1	25.00	25.00
5/5/09	5/5/09	Filing Fee			
Billed G:5601	6/3/09	Prof.Fin./Flore			
\$25.00 paid to Clerk of Court.					
Munn, Danny					

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 29

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
37582 TIME	JGS	0.10	250.00	25.00
5/5/09 5/5/09	Review/Execute	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence, motion information form and cover sheet, and supplemental motion.	Munn, Danny	0.00		
37617 TIME	JGS	0.20	250.00	50.00
5/8/09 5/8/09	Prepare docum	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Resumed preparation of correspondence to Judge Russo.	Munn, Danny	0.00		
37635 TIME	JGS	0.10	250.00	25.00
5/11/09 5/11/09	Return call	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Returned telephone call to Lynn Stone concerning status of case.	Munn, Danny	0.00		
37636 EXP	JGS	1	1.50	1.50
5/11/09 5/11/09	Long Distance			
Billed G:5601 6/3/09	Prof.Fin./Flore			
Long distance charges (Darlington, SC)	Munn, Danny			
37647 TIME	JGS	1.00	250.00	250.00
5/12/09 5/12/09	Review File	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed file; prepared for hearing; made telephone call to Steven Leroy (not available; left message on voice mail); returned telephone call to Louis Nettles (advised that he had attempted to email discovery responses and would try to fax them; also discussed trial date and mediation).	Munn, Danny	0.00		
37648 EXP	JGS	1	1.50	1.50
5/12/09 5/12/09	Long Distance			
Billed G:5601 6/3/09	Prof.Fin./Flore			
Long distance charges (Florence, Munn, Danny SC)				

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 30

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
37649	EXP	JGS	1	3.00	3.00
5/12/09	5/12/09	Long Distance			
Billed G:5601	6/3/09	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)					
37656	TIME	JGS	9.30	250.00	2325.00
5/13/09	5/13/09	Review docume	0.00	C@1	
Billed G:5601	6/3/09	Prof.Fin./Flore	0.00		
Reviewed 70 pages of documentsMunn, Danny			0.00		
faxed by Louis Nettles; reviewed file to confirm compliance with discovery requests; made telephone call to Steven Leroy to discuss status of case, difficulty caused by opposing counsel, inadequate discovery responses, hearing on motion to compel, bench trial, and mediation requirements (authorized me to proceed); made telephone call to Louis Nettles (not available); made telephone call to Mike Nunn (not available; left message on voice mail); prepared correspondence to Louis Nettles to advise that discovery responses were not acceptable and that I intended to proceed with hearing; reviewed file; prepared for hearing; travelled to and from Florence, SC; attended hearing; office conference with Bill Buckner at RMC Financial; made telephone call to Steven Leroy concerning status of case; made telephone call to Lynn Stone concerning status of case.					
37657	EXP	JGS	160	0.525	84.00
5/13/09	5/13/09	Travel			
Billed G:5601	6/3/09	Prof.Fin./Flore			
160 miles at .525 per mile Munn, Danny (Florence, SC)					

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 31

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
37662 TIME	JGS	0.50	250.00	125.00
5/13/09 5/13/09	Prepare docum	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Prepared proposed Order and correspondence to Judge Nettles with same for execution.	Munn, Danny	0.00		
37669 TIME	JGS	0.20	250.00	50.00
5/14/09 5/14/09	Review/Revise	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence and proposed Order.	Munn, Danny	0.00		
37675 TIME	JGS	0.10	250.00	25.00
5/14/09 5/14/09	Review/Execute	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence.	Munn, Danny	0.00		
37710 TIME	JGS	0.20	250.00	50.00
5/18/09 5/18/09	Phone to client	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Made telephone call to Steven Leroy (not available; left message with Kit); received telephone call from Steven Leroy (confirmed date, time, and place of mediation).	Munn, Danny	0.00		
37711 EXP	JGS	1	1.50	1.50
5/18/09 5/18/09	Long Distance			
Billed G:5601 6/3/09	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
37712 TIME	JGS	2.30	250.00	575.00
5/18/09 5/18/09	Review Corres.	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed correspondence from John N. Milling, Esq.; returned telephone call to Louise at Verbatim, Inc. concerning status of deposition of Terry White (not available; left message on voice mail); reviewed file; prepared for	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 32

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
mediation conference and deposition of Terry White.				
37715 TIME	JGS	9.00	250.00	2250.00
5/19/09 5/19/09	Review File	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed file; prepared for mediation; travelled to and from Darlington for mediation conference; travelled to and from Florence for deposition of Terry White.	Munn, Danny	0.00		
37716 EXP	JGS	160	0.525	84.00
5/19/09 5/19/09	Travel			
Billed G:5601 6/3/09	Prof.Fin./Flore			
160 miles at .525 per mile (Darlington, SC; Florence, SC)	Munn, Danny			
37770 TIME	JGS	0.70	250.00	175.00
5/28/09 5/28/09	Review docume	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed transcript of Terry White's deposition.	Munn, Danny	0.00		
37772 TIME	JGS	0.10	250.00	25.00
5/28/09 5/28/09	Phone to client	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Made telephone call to Louis Nettles regarding concern about time schedule for bench trial (not available; left message on voice mail).	Munn, Danny	0.00		
37773 EXP	JGS	1	1.50	1.50
5/28/09 5/28/09	Long Distance			
Billed G:5601 6/3/09	Prof.Fin./Flore			
Long distance charges (Florence, Munn, Danny SC)				
37779 TIME	JGS	1.90	250.00	475.00
5/28/09 5/28/09	Review File	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Louis Nettles (not available); made telephone call to Judge Russo (not available; left	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 33

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
message); made telephone call to Lynn Stone concerning status of case; made telephone call to Alberta Timmons (not available; left message); made telephone call to Bill Buckner (not available; left message with receptionist); made telephone call to Marty Driggers for process server; made telephone call to Kevin Barth (recommended David Milligan for serving subpoenas).				
37780	TIME	JGS	1.00	250.00
5/28/09	5/28/09	Review/Revise	0.00	C@1
Billed G:5601	6/3/09	Prof.Fin./Flore	0.00	
Reviewed and revised subpoenas	Munn, Danny	0.00		
issued checks for witness fees and mileage; prepared correspondence to David Milligan to request service of subpoenas; made telephone call to Steven Leroy concerning status of case; reviewed and executed subpoenas; made telephone call to David Milligan to let him know what to expect as far as names, addresses, and phone numbers of witnesses to be subpoenaed.				
37781	EXP	JGS	1	30.00
5/28/09	5/28/09	Misc.		
Billed G:5601	6/3/09	Prof.Fin./Flore		
\$30.00 paid to Lynn Stone for witness fee and mileage.				
37782	EXP	JGS	1	25.00
5/28/09	5/28/09	Misc.		
Billed G:5601	6/3/09	Prof.Fin./Flore		
\$25.00 paid to Bill Buckner for witness fee.				
37783	EXP	JGS	1	30.00
5/28/09	5/28/09	Misc.		
Billed G:5601	6/3/09	Prof.Fin./Flore		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 34

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity	Client Reference	Units DNB Time	Rate Rate Info	Slip Value
						Est. Time	Bill Status	
						Variance		
			\$30.00 paid to Alberta Timmons for witness fee and mileage.	Munn, Danny				
37784	EXP			JGS		1	30.00	30.00
	5/28/09			Misc.				
	Billed	G:5601	6/3/09	Prof.Fin./Flore				
			\$30.00 paid to Ralph Sexton for witness fee.	Munn, Danny				
37785	EXP			JGS		1	30.00	30.00
	5/28/09			Misc.				
	Billed	G:5601	6/3/09	Prof.Fin./Flore				
			\$30.00 paid to Jerry Montros for witness fee.	Munn, Danny				
37786	EXP			JGS		1	3.00	3.00
	5/28/09			Long Distance				
	Billed	G:5601	6/3/09	Prof.Fin./Flore				
			Long distance charges (Florence,Munn, Danny SC)					
92	TIME			JGS		0.30	250.00	75.00
	5/28/09			Return call		0.00	C@1	
	Billed	G:5601	6/3/09	Prof.Fin./Flore		0.00		
			Returned telephone call to Bill Buckner concerning status of case.	Munn, Danny		0.00		
37793	EXP			JGS		1	3.00	3.00
	5/28/09			Long Distance				
	Billed	G:5601	6/3/09	Prof.Fin./Flore				
			Long distance charges (Florence,Munn, Danny SC)					
37799	TIME			JGS		0.50	250.00	125.00
	5/29/09			Return call		0.00	C@1	
	Billed	G:5601	6/3/09	Prof.Fin./Flore		0.00		
			Returned telephone call to Judge Munn, Danny Russo's assistant (requested that I communicate with Judge Russo's law clerk in Darlington by email); prepared email to Marshall Weaver.			0.00		
37815	TIME			JGS		0.30	250.00	75.00
	5/29/09			Phone fr client		0.00	C@1	
	Billed	G:5601	6/3/09	Prof.Fin./Flore		0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 35

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
Received telephone call from Marshall Weaver concerning status of case; received telephone call from Marshall Weaver; received telephone call from Marshall Weaver (advised that case is now scheduled for 11:00 a.m.).		Munn, Danny	0.00		
37819	TIME	JGS	3.00	250.00	750.00
6/1/09	6/1/09	Review File	0.00	C@1	
Billed G:5627	7/1/09	Prof.Fin./Flore	0.00		
Reviewed file; resumed preparation of pre-trial brief; received telephone call from Alberta Timmons (acknowledged receipt of subpoena; discussed her particular experience with Collins and White and notified her that bench trial had been rescheduled for 11:00 a.m. on June 4); made telephone call to Danny Munn (no one at that number by that name); made telephone call to Lynn Stone concerning status of case; made telephone call to David Milligan concerning status of subpoenas; received telephone call from Lynn Stone (provided Danny Munn's new number); made telephone call to Danny Munn (agreed to testify but wants someone to compensate him for lost wages); returned telephone call to Ralph Sexton (advised that he received his subpoena; discussed status of case).		Munn, Danny	0.00		
37820	EXP	JGS	1	3.00	3.00
6/1/09	6/1/09	Long Distance			
Billed G:5627	7/1/09	Prof.Fin./Flore			
Long distance charges (Bennettsville, SC)		Munn, Danny			

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 36

Slip ID			Timekeeper	Units	Rate	Slip Value
Dates and Time			Activity	DNB Time	Rate Info	
Posting Status			Client	Est. Time	Bill Status	
Description			Reference	Variance		
37821	EXP		JGS	1	3.00	3.00
6/1/09		6/1/09	Long Distance			
Billed	G:5627	7/1/09	Prof.Fin./Flore			
Long distance charges (Darlington, SC)			Munn, Danny			
37822	EXP		JGS	1	3.00	3.00
6/1/09		6/1/09	Long Distance			
Billed	G:5627	7/1/09	Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)						
37823	EXP		JGS	1	3.00	3.00
6/1/09		6/1/09	Long Distance			
Billed	G:5627	7/1/09	Prof.Fin./Flore			
Long distance charges (843 area Munn, Danny code)						
37825	TIME		JGS	4.00	250.00	1000.00
6/1/09		6/1/09	Return call	0.00	C@1	
Billed	G:5627	7/1/09	Prof.Fin./Flore	0.00		
returned telpehone call to Louis Munn, Danny			0.00			
Nettles (not available; left message with receptionist); returned telephone call to Lynn Stone; prepared for bench trial.						
37826	TIME		JGS	0.10	250.00	25.00
6/1/09		6/1/09	Review Corres.	0.00	C@1	
Billed	G:5627	7/1/09	Prof.Fin./Flore	0.00		
Reviewed email from Louis Munn, Danny			0.00			
Nettles concerning status of case and replied to same.						
37831	TIME		JGS	2.70	250.00	675.00
6/2/09		6/2/09	Legal Research	0.00	C@1	
Billed	G:5627	7/1/09	Prof.Fin./Flore	0.00		
Researched law at USC Law School Library; resumed preparation of Pre-trial Brief.			0.00			
37834	TIME		JGS	0.10	250.00	25.00
6/2/09		6/2/09	Review docume	0.00	C@1	
Billed	G:5627	7/1/09	Prof.Fin./Flore	0.00		
Reviewed email from Louis Munn, Danny			0.00			
Nettles concerning time expected						

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 37

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
to try case and responded to same.				
37839 TIME	JGS	0.30	250.00	75.00
6/3/09 6/3/09	Review/Revise	0.00	C@1	
Billed G:5627 7/1/09	Prof.Fin./Flore	0.00		
Reviewed and revised Pre-trial Brief.	Munn, Danny	0.00		
37840 TIME	JGS	1.00	250.00	250.00
6/3/09 6/3/09	Review/Execute	0.00	C@1	
Billed G:5627 7/1/09	Prof.Fin./Flore	0.00		
Reviewed and executed Pre-trial Brief, reviewed Affidavits of Service faxed by David Milligan; made telephone call to Lynn Stone, Alberta Timmons, Ralph Sexton, Jerry Montrose, Bill Buckner, Danny Munn, and Steven LeRoy to review their testimony and to confirm that bench trial had been rescheduled for 11:00 a.m..	Munn, Danny	0.00		
37841 EXP	JGS	1	3.00	3.00
6/3/09 6/3/09	Long Distance			
Billed G:5627 7/1/09	Prof.Fin./Flore			
Long distance charges (Darlington, SC)	Munn, Danny			
37842 EXP	JGS	6	3.00	18.00
6/3/09 6/3/09	Long Distance			
Billed G:5627 7/1/09	Prof.Fin./Flore			
6 Long distance charges (Florence, SC)	Munn, Danny			
37845 TIME	JGS	0.10	250.00	25.00
6/3/09 6/3/09	Review docume	0.00	C@1	
Billed G:5627 7/1/09	Prof.Fin./Flore	0.00		
Reviewed Order issued by Judge Nettles.	Munn, Danny	0.00		
37852 TIME	JGS	1.20	250.00	300.00
6/4/09 6/4/09	Review File	0.00	C@1	
Billed G:5627 7/1/09	Prof.Fin./Flore	0.00		
Reviewed and organized exhibits;	Munn, Danny	0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 38

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
outlined testimony; reviewed UTPA.					
37853	TIME	JGS	7.70	250.00	1925.00
6/4/09	6/4/09	Travel	0.00	C@1	
Billed G:5627	7/1/09	Prof.Fin./Flore	0.00		
Travelled to and from Florence, SC; met with witnesses; attended bench trial.			0.00		
37858	TIME	JGS	0.50	250.00	125.00
6/4/09	6/4/09	Review File	0.00	C@1	
Billed G:5627	7/1/09	Prof.Fin./Flore	0.00		
Reviewed and organized file; reviewed Defendants' Pre-trial Brief and authorities provided to Court.			0.00		
37884	EXP	JGS	1	487.50	487.50
6/8/09	6/8/09	Misc.			
Billed G:5627	7/1/09	Prof.Fin./Flore			
487.50 paid to John M. Milling for service as mediator.					
37885	TIME	JGS	0.10	250.00	25.00
6/8/09	6/8/09	Review Corres.	0.00	C@1	
Billed G:5627	7/1/09	Prof.Fin./Flore	0.00		
Reviewed correspondence, invoice, and affidavits of service from Milligan & Associates, LLC; made telephone call to David Milligan (not available; left message on voice mail).			0.00		
37886	EXP	JGS	1	1.50	1.50
6/8/09	6/8/09	Long Distance			
Billed G:5627	7/1/09	Prof.Fin./Flore			
Long distance charges (Florence, SC)					
37887	EXP	JGS	1	300.00	300.00
6/8/09	6/8/09	Misc.			
Billed G:5627	7/1/09	Prof.Fin./Flore			
\$300 paid to Milligan & Associates for service of subpoenas upon witnesses.					

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 39

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
37888 EXP	JGS	1	489.59	489.59
6/8/09	Depo. Cost			
Billed G:5627	Prof.Fin./Flore			
\$489.59 paid to Verbatim, Inc. for Munn, Danny transcript of deposition of Terry White.				
37900 TIME	JGS	0.20	250.00	50.00
6/10/09	Return call	0.00	C@1	
Billed G:5627	Prof.Fin./Flore	0.00		
Returned telephone call to Stever Munn, Danny LeRoy (discussed status of case).				
37901 EXP	JGS	1	3.00	3.00
6/10/09	Long Distance			
Billed G:5627	Prof.Fin./Flore			
Long distance charges (Florence, Munn, Danny SC)				
37927 TIME	JGS	0.10	250.00	25.00
6/12/09	Review docume	0.00	C@1	
Billed G:5627	Prof.Fin./Flore	0.00		
Reviewed clocked copy of Order Munn, Danny from Clerk of Court.				
38039 TIME	JGS	0.20	250.00	50.00
6/29/09	Return call	0.00	C@1	
Billed G:5627	Prof.Fin./Flore	0.00		
Returned telephone call to Marshall Weaver (discussed status of case).				
38040 EXP	JGS	1	3.00	3.00
6/29/09	Long Distance			
Billed G:5627	Prof.Fin./Flore			
Long distance charges (Florence, Munn, Danny SC)				
38053 TIME	JGS	0.10	250.00	25.00
6/30/09	Return call	0.00	C@1	
Billed G:5627	Prof.Fin./Flore	0.00		
Returned telephone call to Stever Munn, Danny LeRoy concerning status of case.				
38054 EXP	JGS	1	3.00	3.00
6/30/09	Long Distance			
Billed G:5627	Prof.Fin./Flore			

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 40

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Long distance charges (Florence,Munn, Danny SC)				
38287 TIME	JGS	0.10	250.00	25.00
8/4/09	8/4/09 Return call	0.00	C@1	
Billed G:5683	9/1/09 Prof.Fin./Flore	0.00		
Returned telephone call to Bill Munn, Danny		0.00		
Buckner (not available; left message on voice mail).				
38288 EXP	JGS	1	1.50	1.50
8/4/09	8/4/09 Long Distance			
Billed G:5683	9/1/09 Prof.Fin./Flore			
Long distance charges (Florence,Munn, Danny SC)				
38309 TIME	JGS	0.20	250.00	50.00
8/5/09	8/5/09 Return call	0.00	C@1	
Billed G:5683	9/1/09 Prof.Fin./Flore	0.00		
Returned telephone call to Steven Munn, Danny		0.00		
Leroy (discussed status of case and proposed letter to Judge to offer a brief or proposed Order).				
38317 TIME	JGS	1.10	250.00	275.00
8/6/09	8/6/09 Review File	0.00	C@1	
Billed G:5683	9/1/09 Prof.Fin./Flore	0.00		
Reviewed file; began preparation of a comprehensive summary of matter; prepared substitute correspondence to Judge Russo concerning status of matter.		0.00		
38328 TIME	JGS	0.50	250.00	125.00
8/6/09	8/6/09 Review/Revise	0.00	C@1	
Billed G:5683	9/1/09 Prof.Fin./Flore	0.00		
Reviewed and revised correspondence.		0.00		
38335 TIME	JGS	0.10	250.00	25.00
8/7/09	8/7/09 Review/Execute	0.00	C@1	
Billed G:5683	9/1/09 Prof.Fin./Flore	0.00		
Reviewed and executed correspondence.		0.00		

11/11/09
10:13 AM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 41

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
38808 TIME	JGS	0.10	250.00	25.00
10/20/09 10/20/09	Review Comres.	0.00	C@1	
Billed G:5737 11/1/09	Prof.Fin./Flore	0.00		
Reviewed email from Clerk of Court concerning status of case; reviewed file and responded to same.	Munn, Danny	0.00		
Grand Total	Billable	103.60		27466.54
	Unbillable	0.20		47.50
	Total	103.80		27514.04

11/11/09
10:12 AM

J. Gregory Studemeyer, Attorney At Law
Slip Summary Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Prof.Fin./Flore
Reference (hand sele Include: Munn, Danny

Title	Amount	% Total	Time	% Total
Prof.Fin./Flore				
Fees: Slip Value	25117.50	100.00%	103.80	100.00%
Fees: Billable	25070.00	100.00%	103.60	100.00%
Fees: Unbillable	47.50	100.00%	0.20	100.00%
Fees: Billed Slip Value	25070.00			
Fees: Profitability	(47.50)	-0.19%		
Fees: % Gain	-0.17%			
Fees: Estimated			0.00	
Fees: Variance			0.00	
Fees: % Variance			0.00%	
Fees: Overhead	0.00			
Fees: % Overhead	0.00%			
Expenses: Slip Value	2396.54	100.00%		
Expenses: Billable	2396.54	100.00%		
Expenses: Unbillable	0.00	0.00%		
Expenses: Billed Slip Value	2396.54			
Expenses: Profitability	0.00	0.00%		
Total: Slip Value	27514.04	100.00%	103.80	100.00%
Total: Billable	27466.54	100.00%	103.60	100.00%
Total: Unbillable	47.50	100.00%	0.20	100.00%
Total: Billed Slip Value	27466.54			
Total: Profitability	(47.50)	-0.17%		
Total: % Gain	-0.17%			
Total: Estimated			0.00	
Total: Variance			0.00	
Total: % Variance			0.00%	
Total: Overhead	0.00			
Total: % Overhead	0.00%			

Grand Total				
Fees: Slip Value	25117.50	100.00%	103.80	100.00%
Fees: Billable	25070.00	100.00%	103.60	100.00%
Fees: Unbillable	47.50	100.00%	0.20	100.00%
Fees: Billed Slip Value	25070.00			
Fees: Profitability	(47.50)	-0.19%		
Fees: % Gain	-0.17%			
Fees: Estimated			0.00	
Fees: Variance			0.00	
Fees: % Variance			0.00%	
Fees: Overhead	0.00			
Fees: % Overhead	0.00%			
Expenses: Slip Value	2396.54	100.00%		

11/11/09
10:12 AM

J. Gregory Studemeyer, Attorney At Law
Slip Summary Listing

Page 2

<u>Item</u>	<u>Amount</u>	<u>% Total</u>	<u>Time</u>	<u>% Total</u>
Expenses: Billable	2396.54	100.00%		
Expenses: Unbillable	0.00	0.00%		
Expenses: Billed Slip Value	2396.54			
Expenses: Profitability	0.00	0.00%		
Total: Slip Value	27514.04	100.00%	103.80	100.00%
Total: Billable	27466.54	100.00%	103.60	100.00%
Total: Unbillable	47.50	100.00%	0.20	100.00%
Total: Billed Slip Value	27466.54			
Total: Profitability	(47.50)	-0.17%		
Total: % Gain	-0.17%			
Total: Estimated			0.00	
Total: Variance			0.00	
Total: % Variance			0.00%	
Total: Overhead	0.00			
Total: % Overhead	0.00%			

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE)

CASE NO. 2008-CP-21-1462R

PROFESSIONAL FINANCIAL
SERVICES CORP.,)

Plaintiff,)

vs.)

TERRY WHITE and WHITE'S AUTO
SALES, INC.)

Defendants.)

**SUPPLEMENTAL
ATTORNEY'S FEE AFFIDAVIT**

FILED
2010 AUG 11 AM 10:44
CLERK OF COURT
FLORENCE COUNTY, SC

Personally appeared before me, J. Gregory Studemeyer, who first being duly sworn,
deposes and says:

1. On November 16, 2009, the undersigned filed an Attorney's Fee Affidavit dated November 12, 2009.
2. Therein, the undersigned requested an award of attorney's fees of \$26,390.00 and costs of \$1,847.09 on behalf of the Plaintiff.
3. The Attorney's Fee Affidavit incorporated a slip listing summarizing attorney's fees of \$25,070.00 billed to Professional Financial Services Corp. from November 29, 2005, through October 20, 2009, and further stated that the undersigned had spent 4.8 hours from November 4, through November 12, 2009, reviewing the order dated November 3, 2009, consulting with his client, attempting to contact opposing counsel, reviewing his file, preparing a motion to alter or amend, reviewing his billing records, preparing the affidavit, and preparing correspondence for filing and service of same. Additionally, the Attorney's Fee Affidavit indicated that the undersigned had paid an additional fee of \$25.00 for filing the Motion To Alter Or Amend.

4. The purpose of this affidavit is to clarify that not only has the time set forth in the Attorney's Fee Affidavit been spent and billed as indicated and that an additional filing fee of \$25.00 has been incurred, but that all of the sums set forth in the attorney's fee affidavit have, in fact, been paid.

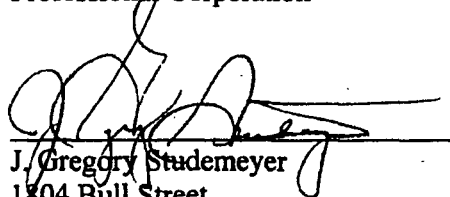
5. From December 9, 2005, thru November 20, 2009, the undersigned received payments from Professional Financial Services Corp. corresponding with the slip listing attached to the Attorney's Fee Affidavit totaling the sum of \$27,466.54.

6. From December 9, 2009, through August 7, 2010, the undersigned received payments from Professional Financial Services Corp. corresponding with additional services listed on the attached slip listing from November 13, 2009, through July 30, 2010, totaling the sum of \$13,414.20.

The undersigned is competent to testify to the foregoing and would so testify if presented as a witness at a hearing in this matter.

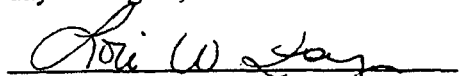
FURTHER THE DEPONENT SAYETH NOT.

J. GREGORY STUDEMEYER
Professional Corporation



J. Gregory Studemeyer
1804 Bull Street
Post Office Box 12201
Columbia, South Carolina 29211-2201
(803) 779-3363
Attorney for Plaintiff

SWORN to before me this 9th
day of August, 2010



Notary Public for South Carolina
My commission expires: 9.20.17

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Prof.Fin./Flore
Reference (hand select) Include: Munn, Danny

Rate Info - identifies rate source and level

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
24134 TIME	JGS	0.40	200.00	80.00
11/29/05 11/29/05	Review docum	0.00	C@1	
Billed G:3900 12/1/05	Prof.Fin./Flore	0.00		
Reviewed documents faxed by Munn, Danny		0.00		
Mark McDonald; returned telephone call to Mark McDonald (confirmed that client wants me to make a demand for certificate of title from consignor); prepared matter sheet.				
24149 TIME	JGS	0.50	200.00	100.00
11/30/05 11/30/05	Prepare docu	0.00	C@1	
Billed G:3900 12/1/05	Prof.Fin./Flore	0.00		
Prepared correspondence to Whites Auto Sales to demand certificate of title.	Munn, Danny	0.00		
24239 TIME	JGS	0.10	200.00	20.00
12/8/05 12/8/05	Phone fr client	0.00	C@1	
Billed G:3944 1/2/06	Prof.Fin./Flore	0.00		
Received telephone call from Mark McDonald (advised that customer surrendered vehicle to consignor).	Munn, Danny	0.00		
24249 TIME	JGS	0.30	200.00	60.00
12/12/05 12/12/05	Phone to client	0.00	C@1	
Billed G:3944 1/2/06	Prof.Fin./Flore	0.00		
Made telephone call to Mark McDonald concerning status of case (authorized me to contact Stephen Leroy for further information); made telephone call to Stephen Leroy to request copy of file.	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 2

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
24250	EXP			JGS	1	3.00	3.00
	12/12/05	12/12/05	Long Distance				
	Billed	G:3944	1/2/06	Prof.Fin./Flore			
	Long distance charges (Florence, Munn, Danny SC)						
24298	TIME			JGS	0.30	200.00	60.00
	12/15/05	12/15/05	Review docum		0.00	C@1	
	Billed	G:3944	1/2/06	Prof.Fin./Flore	0.00		
	Reviewed documents forwarded by Katie Blankenship; reviewed file; made telephone call to Danny Munn (not available; left message on voice mail); made telephone call to place of employment (no longer there; spoke with cousin, Terry Weaver).						
24299	EXP			JGS	2	3.00	6.00
	12/15/05	12/15/05	Long Distance				
	Billed	G:3944	1/2/06	Prof.Fin./Flore			
	2 Long distance charges (Florence, SC)						
24306	TIME			JGS	0.70	200.00	140.00
	12/15/05	12/15/05	Phone fr client		0.00	C@1	
	Billed	G:3944	1/2/06	Prof.Fin./Flore	0.00		
	Received telephone call from Danny Munn (discussed his purchase of truck, difficulty getting tags, notice to appear in Magistrate's Court and Magistrate directive to surrender vehicle); made telephone call to Judge Lynch's office in Timmons ville (spoke with April); made telephone call to Mark McDonald (not available; left message on voice mail); received telephone call from Mark McDonald (discussed status of case).						
24307	EXP			JGS	1	3.00	3.00
	12/15/05	12/15/05	Long Distance				
	Billed	G:3944	1/2/06	Prof.Fin./Flore			

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 3

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Long distance charges (Timmons ville, SC)	Munn, Danny			
24309 TIME	JGS	0.10	200.00	20.00
12/15/05 12/15/05	Return call	0.00	C@1	
Billed G:3944 1/2/06	Prof.Fin./Flore	0.00		
Returned telephone call to Lynn Stowe (not available; left message on voice mail).	Munn, Danny	0.00		
24310 EXP	JGS	1	1.50	1.50
12/15/05 12/15/05	Long Distance			
Billed G:3944 1/2/06	Prof.Fin./Flore			
Long distance charges (Florence, SC)	Munn, Danny			
24312 TIME	JGS	0.60	200.00	120.00
12/15/05 12/15/05	Legal Researc	0.00	C@1	
Billed G:3944 1/2/06	Prof.Fin./Flore	0.00		
Researched law at USC Law School Library.	Munn, Danny	0.00		
24322 TIME	JGS	1.20	200.00	240.00
12/16/05 12/16/05	Review File	0.00	C@1	
Billed G:3944 1/2/06	Prof.Fin./Flore	0.00		
Reviewed file; returned telephone call to Lynn Stowe (not available; left message on voice mail); made telephone call to Danny Munn to request copies of his paperwork and to confirm his address; made telephone call to Terry White to discuss (advised that he still has the truck, that Magistrate told him that person in possession of title was entitled to vehicle, and that he was not going to surrender it without a court order); made telephone call to Stephen Leroy to discuss.	Munn, Danny	0.00		
24323 EXP	JGS	1	1.50	1.50
12/16/05 12/16/05	Long Distance			
Billed G:3944 1/2/06	Prof.Fin./Flore			
Long distance charges (Florence, SC)	Munn, Danny			

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 4

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
24324	EXP			JGS	1	3.00	3.00
	12/16/05	12/16/05	Long Distance				
	Billed	G:3944	1/2/06	Prof.Fin./Flore			
	Long distance charges (Effingham,Munn, Danny SC)						
24325	EXP			JGS	1	3.00	3.00
	12/16/05	12/16/05	Long Distance				
	Billed	G:3944	1/2/06	Prof.Fin./Flore			
	Long distance charges (Timmons ville, SC)						
24326	EXP			JGS	1	3.00	3.00
	12/16/05	12/16/05	Long Distance				
	Billed	G:3944	1/2/06	Prof.Fin./Flore			
	Long distance charges (Florence, Munn, Danny SC)						
24551	TIME			JGS	1.00	225.00	225.00
	1/12/06	1/12/06	Review File		0.00	C@1	
	Billed	G:3984	1/31/06	Prof.Fin./Flore	0.00		
	Reviewed file; began drafting pleadings; made telephone call to Terry White reiterating that Munn came to his dealership to pick up vehicle, that he never got paid, and that he has disposed of the vehicle.						
24552	EXP			JGS	1	3.00	3.00
	1/12/06	1/12/06	Long Distance				
	Billed	G:3984	1/31/06	Prof.Fin./Flore			
	Long distance charges (Timmons ville, SC)						
24602	TIME			JGS	0.50	225.00	112.50
	1/16/06	1/16/06	Review docum		0.00	C@1	
	Billed	G:3984	1/31/06	Prof.Fin./Flore	0.00		
	Reviewed S.C. Secretary of State's website concerning corporate status of White's Auto Sales; reviewed file; made telephone call to Danny Munn concerning status of traffic ticket, etc.						

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 5

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
24807 TIME	JGS	1.40	225.00	315.00
1/17/06	1/17/06 Review File	0.00	C@1	
Billed G:3984	1/31/06 Prof.Fin./Flore	0.00		
Reviewed file; resumed preparation of pleadings.	Munn, Danny	0.00		
24608 TIME	JGS	0.30	225.00	67.50
1/17/06	1/17/06 Review docum	0.00	C@1	
Billed G:3984	1/31/06 Prof.Fin./Flore	0.00		
Reviewed S.C. Code on claim and delivery.	Munn, Danny	0.00		
24816 TIME	JGS	0.10	225.00	22.50
1/17/06	1/17/06 Phone to client	0.00	C@1	
Billed G:3984	1/31/06 Prof.Fin./Flore	0.00		
Made telephone call to Lynn Stowe (not available; left message on voice mail).	Munn, Danny	0.00		
24817 EXP	JGS	1	1.50	1.50
1/17/06	1/17/06 Long Distance			
Billed G:3984	1/31/06 Prof.Fin./Flore			
Long distance charges (Florence, SC)	Munn, Danny			
24829 TIME	JGS	0.20	225.00	45.00
1/18/06	1/18/06 Phone fr client	0.00	C@1	
Billed G:3984	1/31/06 Prof.Fin./Flore	0.00		
Received telephone call from Lynn Stowe (discussed employment with Collins Automotive, relationship with Munn and facts of case).	Munn, Danny	0.00		
24863 TIME	JGS	0.80	225.00	180.00
1/19/06	1/19/06 Review/Revise	0.00	C@1	
Billed G:3984	1/31/06 Prof.Fin./Flore	0.00		
Reviewed and revised pleadings; returned telephone call to Danny Munn concerning status of case; prepared correspondence to Clerk of Court for filing pleadings.	Munn, Danny	0.00		
24874 TIME	JGS	0.30	225.00	67.50
1/20/06	1/20/06 Review/Revise	0.00	C@1	
Billed G:3984	1/31/06 Prof.Fin./Flore	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 6

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Reviewed and revised correspondence and pleadings.	Munn, Danny	0.00		
24676 TIME	JGS	0.20	225.00	45.00
1/20/06 1/20/06	Review/Execut	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence and pleadings; issued check for filing fee.	Munn, Danny	0.00		
24677 EXP	JGS	1	150.00	150.00
1/20/06 1/20/06	Filing Fee			
Billed G:3984 1/31/06	Prof.Fin./Flore			
\$150.00 paid to Clerk of Court.	Munn, Danny			
24726 TIME	JGS	0.10	225.00	22.50
1/26/06 1/26/06	Review docum	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed e-mail from Louis D. Nettles concerning representation of Terry White and White's Auto Sales, Inc.	Munn, Danny	0.00		
24732 TIME	JGS	0.50	225.00	112.50
1/26/06 1/26/06	Review docum	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed pleadings filed and returned by Clerk of Court; reviewed file; made telephone call to Danny Munn concerning status of case; prepared Acceptance of Service and correspondence to Louis Nettles for execution.	Munn, Danny	0.00		
24734 TIME	JGS	0.10	225.00	22.50
1/26/06 1/26/06	Review/Revise	0.00	C@1	
Billed G:3984 1/31/06	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence and Acceptance of Service.	Munn, Danny	0.00		
25051 TIME	JGS	0.80	225.00	180.00
2/24/06 2/24/06	Review Corres.	0.00	C@1	
Billed G:4026 2/28/06	Prof.Fin./Flore	0.00		
Reviewed correspondence, Answer, and Interrogatories from Louis Nettles; reviewed file;	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 7

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
prepared First Set of Interrogatories, Request To Produce, Request To Admit, and correspondence to Louis Nettles to serve with copies of same.				
25054	TIME	JGS	0.20	225.00
2/24/06	2/24/06	Review/Revise	0.00	C@1
Billed G:4026	2/28/06	Prof.Fin./Flore	0.00	
Reviewed and revised correspondence and discovery requests.	Munn, Danny	0.00		45.00
25056 TIME JGS 0.10 225.00 22.50				
2/24/06	2/24/06	Review/Execut	0.00	C@1
Billed G:4026	2/28/06	Prof.Fin./Flore	0.00	
Reviewed and executed correspondence.	Munn, Danny	0.00		
25094 TIME JGS 0.10 225.00 22.50				
3/1/06	3/1/06	Return call	0.00	C@1
Billed G:4069	4/1/06	Prof.Fin./Flore	0.00	
Returned telephone call to Mark McDonald (discussed status of case).	Munn, Danny	0.00		
25442 TIME JGS 1.10 225.00 247.50				
3/31/06	3/31/06	Review File	0.00	C@1
Billed G:4069	4/1/06	Prof.Fin./Flore	0.00	
Reviewed file; made telephone call to Steven Leroy concerning account balance; made telephone call to Danny Munn concerning status of case; prepared Answers to Defendants' Interrogatories and correspondence to Louis Nettles to serve with copies of same.	Munn, Danny	0.00		
25443 EXP JGS 2 3.00 6.00				
3/31/06	3/31/06	Long Distance		
Billed G:4069	4/1/06	Prof.Fin./Flore		
2 Long distance charges (Florence, SC)	Munn, Danny			
25464 TIME JGS 0.20 225.00 45.00				
4/3/06	4/3/06	Review/Revise	0.00	C@1
Billed G:4110	4/30/06	Prof.Fin./Flore	0.00	

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 8

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est. Time	Bill Status	
		Reference	Variance		
	Reviewed and revised correspondence and discovery responses.	Munn, Danny	0.00		
25467	TIME	JGS	0.20	225.00	45.00
4/3/06		Review/Execut	0.00	C@1	
Billed G:4110	4/30/06	Prof.Fin./Flore	0.00		
	Reviewed and executed correspondence and discovery responses.	Munn, Danny	0.00		
26433	TIME	JGS	0.40	225.00	90.00
6/20/06	6/20/06	Review File	0.00	C@1	
Billed G:4194	7/3/06	Prof.Fin./Flore	0.00		
	Reviewed file; prepared correspondence to Lewis Nettles to demand discovery responses.	Munn, Danny	0.00		
27091	TIME	JGS	0.30	225.00	67.50
8/23/06	8/23/06	Review File	0.00	C@1	
Billed G:4267	9/4/06	Prof.Fin./Flore	0.00		
	Reviewed file; made telephone call to Louis Nettles to request discovery responses.	Munn, Danny	0.00		
27092	EXP	JGS	1	3.00	3.00
8/23/06	8/23/06	Long Distance			
Billed G:4267	9/4/06	Prof.Fin./Flore			
	Long distance charges (Florence, SC)	Munn, Danny			
27452	TIME	JGS	0.10	225.00	22.50
9/19/06	9/19/06	Return call	0.10	C@1	
Billed G:4311	10/2/06	Prof.Fin./Flore	0.00	No Charge	
	Returned telephone call to Steven Leroy concerning status of case.	Munn, Danny	0.00		
27557	TIME	JGS	0.50	225.00	112.50
9/25/06	9/25/06	Review File	0.00	C@1	
Billed G:4311	10/2/06	Prof.Fin./Flore	0.00		
	Reviewed file; prepared motion information form and cover sheet, motion to compel, correspondence to Clerk of Court for filing, and correspondence to Louis Nettles to serve with copies of same.	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 9

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
27640 TIME	JGS	0.30	225.00	67.50
10/2/06	Review/Revise	0.00	C@1	
Billed G:4355 11/3/06	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence, motion information form and cover sheet, and motion to compel.	Munn, Danny	0.00		
27656 TIME	JGS	0.10	225.00	22.50
10/2/06	Review/Execut	0.00	C@1	
Billed G:4355 11/3/06	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence; issued check for filing fee.	Munn, Danny	0.00		
27657 EXP	JGS	1	25.00	25.00
10/2/06	Filing Fee			
Billed G:4355 11/3/06	Prof.Fin./Flore			
\$25.00 paid to Clerk of Court for Florence County.	Munn, Danny			
28351 TIME	JGS	0.10	225.00	22.50
11/16/06	Review Corres.	0.00	C@1	
Billed G:4402 12/5/06	Prof.Fin./Flore	0.00		
Reviewed memo and non-jury roster e-mailed by Clerk of Court.	Munn, Danny	0.00		
28541 TIME	JGS	2.60	225.00	585.00
12/4/06	Review Corres.	0.00	C@1	
Billed G:4448 1/4/07	Prof.Fin./Flore	0.00		
Reviewed correspondence and discovery responses emailed by Louis Nettles; reviewed correspondence emailed by Melissa Cagle in Judge Nettles' office; made telephone call to Bill Buckner at RMC Financial in Florence; made telephone call to Suzanne Kinard at Aiken Bridges (not available; spoke with Bridgette); made telephone call to Suzanne Kinard at Judge Rogers' office in Florence (not available; left message on voice mail); received telephone call from Suzanne Kinard (discussed former representation of RMC); received	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 10

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
telephone call from Bill Buckner (referred me to Mathew Richardson at Wyche Law Firm); made telephone call to Mathew Richardson (discussed motion to alter or amend argued before Judge Russo); made telephone call to Danny Munn concerning status of case; made telephone call to Steven Leroy to advise that phone numbers for Danny Munn and Lynne Stowe were no longer working numbers and requested his assistance with updated location information; prepared correspondence to Danny Munn with copy of Defendants' Response To Request To Produce.				
28542 EXP	JGS	3	3.00	9.00
12/4/06 12/4/06	Long Distance			
Billed G:4448 1/4/07	Prof.Fin./Flore			
3 Long distance charges (Florence, SC)	Munn, Danny			
28550 TIME	JGS	0.10	225.00	22.50
12/4/06 12/4/06	Review/Revise	0.00	C@1	
Billed G:4448 1/4/07	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence.	Munn, Danny	0.00		
28551 TIME	JGS	0.10	225.00	22.50
12/4/06 12/4/06	Review/Execut	0.00	C@1	
Billed G:4448 1/4/07	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence.	Munn, Danny	0.00		
28567 TIME	JGS	1.00	225.00	225.00
12/5/06 12/5/06	Review Corres.	0.00	C@1	
Billed G:4448 1/4/07	Prof.Fin./Flore	0.00		
Reviewed correspondence from Louis Nettles; prepared correspondence to Judge Lynch to request copies of pleadings, exhibits, correspondence, notes, and transcript of hearing.	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 11

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
28576 TIME	JGS	0.10	225.00	22.50
12/5/06	Review/Revise	0.00	C@1	
Billed G:4448 12/5/06	Prof.Fin./Flore	0.00		
1/4/07	Munn, Danny	0.00		
Reviewed and revised correspondence.				
28579 TIME	JGS	0.20	225.00	45.00
12/5/06	Review/Execut	0.00	C@1	
Billed G:4448 12/5/06	Prof.Fin./Flore	0.00		
1/4/07	Munn, Danny	0.00		
Reviewed and executed correspondence; issued check for copies.				
28580 EXP	JGS	1	25.00	25.00
12/5/06	Photocopies			
Billed G:4448 12/5/06	Prof.Fin./Flore			
1/4/07	Munn, Danny			
\$25.00 paid to Florence County Magistrate.				
28582 TIME	JGS	0.50	225.00	112.50
12/5/06	Review Corres.	0.00	C@1	
Billed G:4448 12/5/06	Prof.Fin./Flore	0.00		
1/4/07	Munn, Danny	0.00		
Reviewed correspondence from Louis Nettles; made telephone call to Melissa Cagle in Clerk of Court's office (not available; left message on voice mail); prepared correspondence to Clerk of Court to advise that motion had been resolved; returned telephone call to Bridget in Mike Nunn's office (advised that they also encountered difficulty in obtaining documentation from Magistrate; offered to provide copies of affidavits submitted by both her and Suzanne Kinard).				
28583 EXP	JGS	1	3.00	3.00
12/5/06	Long Distance			
Billed G:4448 12/5/06	Prof.Fin./Flore			
1/4/07	Munn, Danny			
Long distance charges (Florence, SC)				
28585 TIME	JGS	0.10	225.00	22.50
12/5/06	Review docum	0.00	C@1	
Billed G:4448 12/5/06	Prof.Fin./Flore	0.00		
1/4/07				

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 12

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est. Time	Bill Status	
		Reference	Variance		
	Reviewed affidavits faxed by Bridgette Godbold.	Munn, Danny	0.00		
28682	TIME	JGS	0.10	225.00	22.50
	12/13/06	Review docum	0.00	C@1	
	Billed G:4448 1/4/07	Prof.Fin./Flore	0.00		
	Reviewed Order issued by Judge Nettles.	Munn, Danny	0.00		
29455	TIME	JGS	0.30	225.00	67.50
	2/15/07 2/15/07	Review docum	0.00	C@1	
	Billed G:4538 3/1/07	Prof.Fin./Flore	0.00		
	Reviewed notice and non-jury roster emailed by Clerk of Court for Florence County; prepared correspondence to Clerk of Court to determine when non-jury trials would begin; reviewed file; made telephone call to Steven Leroy to determine if he had been successful in locating Danny Munn (not available; left message on voice mail).	Munn, Danny	0.00		
29491	TIME	JGS	0.10	225.00	22.50
	2/19/07 2/19/07	Phone to client	0.00	C@1	
	Billed G:4538 3/1/07	Prof.Fin./Flore	0.00		
	Made telephone call to Steven Leroy concerning status of case (not available; left message); reviewed file; prepared for roster meeting.	Munn, Danny	0.00		
29492	EXP	JGS	1	1.50	1.50
	2/19/07 2/19/07	Long Distance			
	Billed G:4538 3/1/07	Prof.Fin./Flore			
	Long distance charges (Florence, SC)	Munn, Danny			
29501	TIME	JGS	0.20	225.00	45.00
	2/19/07 2/19/07	Phone to client	0.00	C@1	
	Billed G:4538 3/1/07	Prof.Fin./Flore	0.00		
	Made telephone call to Steven Leroy (discussed roster meeting in Florence on 2/20/07, intention to visit Magistrate's office in Timmonsville, and request to	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 13

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
locate Danny Munn and Lynn Stowe).					
29502	EXP	JGS	1	3.00	3.00
2/19/07		2/19/07	Long Distance		
Billed	G:4538	3/1/07	Prof.Fin./Flore		
Long distance charges (Florence, Munn, Danny SC)					
29503	TIME	JGS	5.50	225.00	1237.50
2/20/07		2/20/07	Travel	C@1	
Billed	G:4538	3/1/07	Prof.Fin./Flore		
Travelled to and from Florence Munn, Danny					
County Courthouse; attended roster meeting; travelled to client's office; met with Steven Leroy; travelled to Judge Lynch's office in Timmons ville; reviewed Court's file and secured copies.					
29504	EXP	JGS	174	0.425	73.95
2/20/07		2/20/07	Travel		
Billed	G:4538	3/1/07	Prof.Fin./Flore		
174 miles at 42.5 per mlie Munn, Danny					
(Florence and Timmons ville, SC)					
29520	TIME	JGS	3.50	225.00	787.50
2/21/07		2/21/07	Review docum	C@1	
Billed	G:4538	3/1/07	Prof.Fin./Flore		
Reviewed documents obtained from Magistrate in Timmons ville; reviewed file; prepared Plaintiff's Supplemental Answers To Defendants' Interrogatories, subpoena for RMC Financial, Plaintiff's Second Request For Production, correspondence to Louis D. Nettles, Esq. to serve with copies of same; prepared correspondence to Bill Buckner, and correspondence to Alberta Timmons, Ralph Sexton, and Jerry Montrose.					
29530	TIME	JGS	0.30	225.00	67.50
2/22/07		2/22/07	Review/Revise	C@1	
Billed	G:4538	3/1/07	Prof.Fin./Flore		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 14

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est. Time	Bill Status	
		Reference	Variance		
	Reviewed and revised correspondence, discovery, and subpoena.	Munn, Danny	0.00		
29533	TIME	JGS	0.20	225.00	45.00
	2/22/07	Review/Execut	0.00	C@1	
	Billed G:4538 3/1/07	Prof.Fin./Flore	0.00		
	Reviewed and executed correspondence, discovery, and subpoena.	Munn, Danny	0.00		
29604	TIME	JGS	0.60	250.00	150.00
	3/5/07	Review File	0.00	C@1	
	Billed G:4585 4/1/07	Prof.Fin./Flore	0.00		
	Reviewed file; prepared correspondence to Steven Leroy to request assistance with locating Danny Munn and Lynn Stowe.	Munn, Danny	0.00		
29619	TIME	JGS	0.40	250.00	100.00
	3/6/07	Return call	0.00	C@1	
	Billed G:4585 4/1/07	Prof.Fin./Flore	0.00		
	Returned telephone call to Steven Munn, Danny LeRoy (discussed location information on Lynn Stone and Danny Munn); made telephone call to Lynn Stone at 52 Auto Sales LLC (believes Danny Munn may be in trouble over child support; will see what she can find out).		0.00		
29620	EXP	JGS	2	3.00	6.00
	3/6/07	Long Distance			
	Billed G:4585 4/1/07	Prof.Fin./Flore			
	2 Long distance charges (Florence, SC)	Munn, Danny			
29699	TIME	JGS	0.20	250.00	50.00
	3/12/07	Review docum	0.00	C@1	
	Billed G:4585 4/1/07	Prof.Fin./Flore	0.00		
	Reviewed documents provided by Bill Buckner at RMC in response to subpoena.	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 15

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
29797 TIME	JGS	0.20	250.00	50.00
3/20/07	3/20/07 Return call	0.00	C@1	
Billed G:4585	4/1/07 Prof.Fin./Flore	0.00		
Returned telephone call to Alberta Munn, Danny Timmons (discussed status of case and her willingness to testify).		0.00		
29798 EXP	JGS	1	3.00	3.00
3/20/07	3/20/07 Long Distance			
Billed G:4585	4/1/07 Prof.Fin./Flore			
Long distance charges (Florence, Munn, Danny SC)				
29901 TIME	JGS	0.60	250.00	150.00
3/30/07	3/30/07 Review File	0.00	C@1	
Billed G:4585	4/1/07 Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Louis Nettles concerning status of discovery responses; made telephone call to Lynne Stone (not available; left message on voice mail); received telephone call from Lynne Stone (advised that she had given client a N.C. address for Danny Munn and believed that Danny Munn was visiting his grandmother at Cook & Assoc. Nursing Home on Clark Road in Florence on weekends); prepared correspondence to Steven Leroy concerning status of case.		0.00		
29906 TIME	JGS	0.10	250.00	25.00
3/30/07	3/30/07 Review/Revise	0.00	C@1	
Billed G:4585	4/1/07 Prof.Fin./Flore	0.00		
Reviewed and revised correspondence.		0.00		
30295 TIME	JGS	0.30	250.00	75.00
5/4/07	5/4/07 Review File	0.00	C@1	
Billed G:4668	6/2/07 Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Steven Leroy (discussed status of case); made telephone call to Melissa McCutchen in Clerk of Court's office concerning status		0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 16

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
	of case (not available; left message on voice mail)						
30296	EXP			JGS	1	3.00	3.00
	5/4/07			Long Distance			
	Billed	G:4688	5/4/07	Prof.Fin./Flore			
			6/2/07	Munn, Danny			
	Long distance charges (Florence, SC)						
30297	EXP			JGS	1	1.50	1.50
	5/4/07			Long Distance			
	Billed	G:4688	5/4/07	Prof.Fin./Flore			
			6/2/07	Munn, Danny			
	Long distance charges (Florence, SC)						
30603	TIME			JGS	0.20	250.00	50.00
	6/5/07			Return call	0.00	C@1	
	Billed	G:4713	6/5/07	Prof.Fin./Flore	0.00		
			6/30/07	Munn, Danny	0.00		
	Returned telephone call to Bill Buckner (not available; left message with assistant); received telephone call from Bill Buckner (discussed status of case).						
30872	TIME			JGS	0.30	250.00	75.00
	6/28/07			Review docum	0.00	C@1	
	Billed	G:4713	6/28/07	Prof.Fin./Flore	0.00		
			6/30/07	Munn, Danny	0.00		
	Reviewed Florence County Non-Jury roster; made telephone call to Melissa McCutcheon, Deputy Clerk of Court (not available; left message on voice mail); made telephone call to Steven Leroy concerning status of case (not available; left message with Harold).						
30873	EXP			JGS	2	1.50	3.00
	6/28/07			Long Distance			
	Billed	G:4713	6/28/07	Prof.Fin./Flore			
			6/30/07	Munn, Danny			
	2 Long distance charges (Florence, SC)						
30874	TIME			JGS	0.10	250.00	25.00
	6/28/07			Phone fr client	0.00	C@1	
	Billed	G:4713	6/28/07	Prof.Fin./Flore	0.00		
			6/30/07	Munn, Danny	0.00		
	Received telephone call from						

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 17

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Melissa McCutcheon (discussed conflicts on July 18 and 19; scheduled hearing for July 20 at 2:00 p.m..)				
30875	TIME	JGS	0.10	250.00
6/28/07	6/28/07	Phone fr client	0.00	C@1
Billed	G:4713	6/30/07	Prof.Fin./Flore	0.00
Received telephone call from		Munn, Danny	0.00	
Melissa McCutcheon (advised that opposing counsel had a conflict; rescheduled for 9:30 a.m.).				
30893	EXP	JGS	1	1.50
6/5/07	6/5/07	Long Distance		
Billed	G:4713	6/30/07	Prof.Fin./Flore	
Long distance charges (Florence, SC)		Munn, Danny		
30931	TIME	JGS	0.50	250.00
7/6/07	7/6/07	Review File	0.00	C@1
Billed	G:4758	8/1/07	Prof.Fin./Flore	0.00
Reviewed file; prepared correspondence to Steven LeRoy concerning alternatives of moving for continuance or striking case from roster due to Danny Munn's absence.		Munn, Danny	0.00	
30934	TIME	JGS	0.10	250.00
7/6/07	7/6/07	Review/Revise	0.00	C@1
Billed	G:4758	8/1/07	Prof.Fin./Flore	0.00
Reviewed and revised correspondence.		Munn, Danny	0.00	
30938	TIME	JGS	0.10	250.00
7/6/07	7/6/07	Review/Execut	0.00	C@1
Billed	G:4758	8/1/07	Prof.Fin./Flore	0.00
Reviewed and executed correspondence.		Munn, Danny	0.00	
30988	TIME	JGS	0.20	250.00
7/11/07	7/11/07	Review File	0.00	C@1
Billed	G:4758	8/1/07	Prof.Fin./Flore	0.00
Reviewed file; made telephone		Munn, Danny	0.00	

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 18

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
			call to Steven Leroy (not available; left message with Harold).				
30989	EXP			JGS	1	1.50	1.50
	7/11/07			Long Distance			
	Billed	G:4758	8/1/07	Prof.Fin./Flore			
			Long distance charges (Florence, Munn, Danny SC)				
30994	TIME			JGS	0.20	250.00	50.00
	7/12/07		7/12/07	Phone to client	0.00	C@1	
	Billed	G:4758	8/1/07	Prof.Fin./Flore	0.00		
			Made telephone call to Steven Leroy concerning status of case (will speak with Mark McDonald and call me back).	Munn, Danny	0.00		
30995	EXP			JGS	1	3.00	3.00
	7/12/07		7/12/07	Long Distance			
	Billed	G:4758	8/1/07	Prof.Fin./Flore			
			Long distance charges (Florence, Munn, Danny SC)				
31022	TIME			JGS	0.50	250.00	125.00
	7/16/07		7/16/07	Return call	0.00	C@1	
	Billed	G:4758	8/1/07	Prof.Fin./Flore	0.00		
			Returned telephone call to Steven Munn, Danny LeRoy (confirmed authority to strike case from roster pursuant to Rule 40(j)); made telephone call to Louis Nettles to advise (not available; left message with Michelle); made telephone call to Melissa McCutcheon to advise (not available; left message on voice mail); prepared proposed Order and correspondence to Louis Nettles with same.		0.00		
31026	TIME			JGS	0.10	250.00	25.00
	7/16/07		7/16/07	Return call	0.00	C@1	
	Billed	G:4758	8/1/07	Prof.Fin./Flore	0.00		
			Returned telephone call to Louis Nettles (not available; left message with Michelle).	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 19

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity	Client Reference	Units DNB Time	Rate Rate Info	Slip Value
						Est. Time Variance	Bill Status	
31027	EXP			JGS		1	1.50	1.50
	7/16/07				Long Distance			
	Billed	G:4758	8/1/07		Prof.Fin./Flore			
					Munn, Danny			
			Long distance charges (Florence, SC)					
31029	TIME			JGS		0.10	250.00	25.00
	7/16/07				Review/Revise	0.00	C@1	
	Billed	G:4758	8/1/07		Prof.Fin./Flore	0.00		
					Munn, Danny	0.00		
			Reviewed and revised correspondence and proposed Order.					
31046	TIME			JGS		0.20	250.00	50.00
	7/17/07				Phone fr client	0.00	C@1	
	Billed	G:4758	8/1/07		Prof.Fin./Flore	0.00		
					Munn, Danny	0.00		
			Received telephone call from Louis Nettles (discussed status of case and Danny Munn's absence; agreed to 40(j)).					
31093	TIME			JGS		0.10	250.00	25.00
	7/19/07				Return call	0.10	C@1	
	Billed	G:4758	8/1/07		Prof.Fin./Flore	0.00	No Charge	
					Munn, Danny	0.00		
			Returned telephone call to Louis Nettles (not available; left message with receptionist).					
31094	EXP			JGS		1	1.50	1.50
	7/19/07				Long Distance			
	Billed	G:4758	8/1/07		Prof.Fin./Flore			
					Munn, Danny			
			Long distance charges (Florence, SC)					
31123	TIME			JGS		0.10	250.00	25.00
	7/23/07				Review docum	0.00	C@1	
	Billed	G:4758	8/1/07		Prof.Fin./Flore	0.00		
					Munn, Danny	0.00		
			Reviewed Order striking case from docket by consent requested by Louis Nettles.					
31466	TIME			JGS		0.40	250.00	100.00
	5/6/08				Review File	0.00	C@1	
	Billed	G:5184	6/2/08		Prof.Fin./Flore	0.00		
					Munn, Danny	0.00		
			Reviewed file; prepared					

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 20

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
			correspondence to Steven Leroy concerning option to restore case.				
34734	TIME			JGS	0.20	250.00	50.00
	5/29/08			Review File	0.00	C@1	
	Billed	G:5184	6/2/08	Prof.Fin./Flore	0.00		
			Reviewed file; made telephone call to Steven Leroy (not available); made telephone call to Steven Leroy concerning status of case.	Munn, Danny	0.00		
34735	EXP			JGS	1	1.50	1.50
	5/29/08			Long Distance			
	Billed	G:5184	6/2/08	Prof.Fin./Flore			
			Long distance charges (Florence, SC)	Munn, Danny			
34736	EXP			JGS	1	3.00	3.00
	5/29/08			Long Distance			
	Billed	G:5184	6/2/08	Prof.Fin./Flore			
			Long distance charges (Florence, SC)	Munn, Danny			
35200	TIME			JGS	0.20	250.00	50.00
	7/2/08			Phone fr client	0.00	C@1	
	Billed	G:5262	8/1/08	Prof.Fin./Flore	0.00		
			Received telephone call from Danny Munn (discussed status of case and his availability for deposition or trial).	Munn, Danny	0.00		
35201	TIME			JGS	0.20	250.00	50.00
	7/2/08			Review File	0.00	C@1	
	Billed	G:5262	8/1/08	Prof.Fin./Flore	0.00		
			Reviewed file; made telephone call to Steven Leroy concerning contact by Danny Munn (authorized me to file motion to restore).	Munn, Danny	0.00		
35202	EXP			JGS	1	3.00	3.00
	7/2/08			Long Distance			
	Billed	G:5262	8/1/08	Prof.Fin./Flore			
			Long distance charges (Florence, SC)	Munn, Danny			

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 21

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est. Time	Bill Status	
		Reference	Variance		
35212	TIME	JGS	1.00	250.00	250.00
7/3/08		Review File	0.00	C@1	
Billed	G:5262	8/1/08 Prof.Fin./Flore	0.00		
		Munn, Danny	0.00		
	Reviewed file; prepared motion to restore; made telephone call to Louis Nettles to discuss; prepared correspondence to Clerk of Court for filing same; prepared motion information form and cover sheet; prepared correspondence to Louis Nettles with copies of motion and proposed Order; issued checks to Clerk of Court for filing fees.				
35213	EXP	JGS	1	25.00	25.00
7/3/08		Filing Fee			
Billed	G:5262	8/1/08 Prof.Fin./Flore			
	\$25.00 paid to Clerk of Court.				
35214	EXP	JGS	1	150.00	150.00
7/3/08		Filing Fee			
Billed	G:5262	8/1/08 Prof.Fin./Flore			
	\$150.00 paid to Clerk of Court.				
35219	TIME	JGS	0.10	250.00	25.00
7/3/08		Review/Execut	0.00	C@1	
Billed	G:5262	8/1/08 Prof.Fin./Flore	0.00		
	Reviewed and executed correspondence, motion, and proposed Consent Order.				
35239	TIME	JGS	1.20	250.00	300.00
7/7/08		Review File	0.00	C@1	
Billed	G:5262	8/1/08 Prof.Fin./Flore	0.00		
	Reviewed and organized file.				
35289	TIME	JGS	0.20	250.00	50.00
7/10/08		Review docum	0.00	C@1	
Billed	G:5262	8/1/08 Prof.Fin./Flore	0.00		
	Reviewed clocked copy of motion to restore from Clerk of Court; reviewed file; made telephone call to Louis Nettles concerning status of proposed Order (not available; left message with receptionist).				

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 22

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
35294 TIME	JGS	0.10	250.00	25.00
7/14/08 7/14/08	Phone to client	0.00	C@1	
Billed G:5262 8/1/08	Prof.Fin./Flore	0.00		
Made telephone call to Louis	Munn, Danny	0.00		
Nettles concerning status of proposed Consent Order (advised that it was acceptable and that he would place it in the mail today).				
35295 EXP	JGS	1	3.00	3.00
7/14/08 7/14/08	Long Distance			
Billed G:5262 8/1/08	Prof.Fin./Flore			
Long distance charges (Florence, SC)	Munn, Danny			
35344 TIME	JGS	0.40	250.00	100.00
7/19/08 7/19/08	Review docum	0.00	C@1	
Billed G:5262 8/1/08	Prof.Fin./Flore	0.00		
Reviewed Order signed and returned by Louis Nettles; prepared correspondence to Clerk of Court for Florence County for filing.	Munn, Danny	0.00		
35361 TIME	JGS	0.10	250.00	25.00
7/21/08 7/21/08	Review/Revise	0.00	C@1	
Billed G:5262 8/1/08	Prof.Fin./Flore	0.00		
Reviewed and revised correspondence; issued check for filing fee.	Munn, Danny	0.00		
35362 EXP	JGS	1	150.00	150.00
7/21/08 7/21/08	Filing Fee			
Billed G:5262 8/1/08	Prof.Fin./Flore			
\$150.00 paid to Clerk of Court for Florence County.	Munn, Danny			
35622 TIME	JGS	0.10	250.00	25.00
8/12/08 8/12/08	Return call	0.00	C@1	
Billed G:5300 9/2/08	Prof.Fin./Flore	0.00		
Returned telephone call to Danny Munn (not available; left message on voice mail).	Munn, Danny	0.00		
35624 TIME	JGS	0.10	250.00	25.00
8/12/08 8/12/08	Phone fr client	0.00	C@1	
Billed G:5300 9/2/08	Prof.Fin./Flore	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 23

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Received telephone call from Danny Munn (wants to know what he has to gain by participating in case).	Munn, Danny	0.00		
35919 TIME	JGS	0.10	250.00	25.00
9/17/08 9/17/08	Phone fr client	0.00	C@1	
Billed G:5334 10/1/08	Prof.Fin./Flore	0.00		
Received telephone call from Danny Munn concerning status of case.	Munn, Danny	0.00		
36204 TIME	JGS	1.20	250.00	300.00
10/23/08 10/23/08	Review File	0.00	C@1	
Billed G:5399 11/1/08	Prof.Fin./Flore	0.00		
Reviewed file; made telephone call to Danny Munn (not available; left message on voice mail).	Munn, Danny	0.00		
36211 TIME	JGS	0.40	250.00	100.00
10/24/08 10/24/08	Review File	0.00	C@1	
Billed G:5399 11/1/08	Prof.Fin./Flore	0.00		
Resumed review of file; prepared correspondence to Louis Nettles to request response to Plaintiff's Second Request For Production.	Munn, Danny	0.00		
36955 TIME	JGS	0.50	250.00	125.00
2/12/09 2/12/09	Review docum	0.00	C@1	
Billed G:5520 2/28/09	Prof.Fin./Flore	0.00		
Reviewed Common Pleas Non-Jury Roster from Clerk of Court for Florence County; reviewed file; prepared Motion And Order Information Form And Cover Sheet, Motion To Compel, letter to Clerk of Court for filing, and letter to Louis Nettles to serve with copies of same; made telephone call to Danny Munn (not available; left message on voice mail).	Munn, Danny	0.00		
36958 TIME	JGS	0.10	250.00	25.00
2/13/09 2/13/09	Review/Execut	0.00	C@1	
Billed G:5520 2/28/09	Prof.Fin./Flore	0.00		
Reviewed and executed	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 24

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity	Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
			correspondence and motion; issued check for filing fee; made telephone call to Danny Munn.					
36959	EXP			JGS		1	25.00	25.00
	2/13/09		2/13/09	Filing Fee				
	Billed	G:5520	2/28/09	Prof.Fin./Flore				
			\$25.00 paid to Clerk of Court for Florence County.	Munn, Danny				
36976	TIME			JGS		0.10	250.00	25.00
	2/17/09		2/17/09	Phone to client		0.00	C@1	
	Billed	G:5520	2/28/09	Prof.Fin./Flore		0.00		
			Made telephone call to Steven Leroy concerning Danny Munn's refusal to return calls.	Munn, Danny		0.00		
36977	EXP			JGS		1	3.00	3.00
	2/17/09		2/17/09	Long Distance				
	Billed	G:5520	2/28/09	Prof.Fin./Flore				
			Long distance charges (Florence, SC)	Munn, Danny				
37015	TIME			JGS		0.40	250.00	100.00
	2/23/09		2/23/09	Review File		0.00	C@1	
	Billed	G:5520	2/28/09	Prof.Fin./Flore		0.00		
			Reviewed file; prepared correspondence to Steven Leroy concerning status of case.	Munn, Danny		0.00		
37021	TIME			JGS		0.10	250.00	25.00
	2/23/09		2/23/09	Review/Revise		0.00	C@1	
	Billed	G:5520	2/28/09	Prof.Fin./Flore		0.00		
			Reviewed and revised correspondence.	Munn, Danny		0.00		
37085	TIME			JGS		0.20	250.00	50.00
	3/2/09		3/2/09	Review File		0.00	C@1	
	Billed	G:5547	4/3/09	Prof.Fin./Flore		0.00		
			Reviewed file; made telephone call to Steven Leroy concerning status of case (advised that he had not been able to reach Danny Munn or Lynne Stone but would continue his efforts; advised that I would review file to determine if we could proceed without them;	Munn, Danny		0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 25

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est. Time	Bill Status	
		Reference	Variance		
	also discussed roster meeting scheduled for 3/3/09 in Florence).				
37088	EXP	JGS	1	1.50	1.50
	3/2/09	3/2/09			
	Billed	G:5547	4/3/09		
	Long distance charges (Florence, Munn, Danny SC)				
37089	TIME	JGS	0.40	250.00	100.00
	3/2/09	3/2/09			
	Billed	G:5547	4/3/09	C@1	
	Reviewed file; prepared for roster meeting.				
37090	TIME	JGS	6.80	250.00	1700.00
	3/3/09	3/3/09			
	Billed	G:5547	4/3/09	C@1	
	Travelled to and from Florence; attended roster meeting; made telephone call to John David Whisenhunt concerning WILLIAMS v. COLLINS AUTOMOTIVE listed on non-jury roster (not available; left message with assistant); made telephone call to Steven Leroy concerning interest in interviewing witnesses while in Florence (not available; left message on cell phone); made telephone call to Lynn Stone (made arrangements to meet); travelled to and from 52 Auto Sales in Darlington (met with Lynn Stone and later with Lynn Stone and Danny Munn); travelled to RMC Financial in Florence (met with Bill Buckner); made telephone call to Scott Collins (requested that I call him back after 1:30 p.m.); made telephone call to Scott Collins (could not meet today but will call me next Wednesday when he is in Columbia).				

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 26

Slip ID	Timekeeper	Units	Rate	Slip Value	
Dates and Time	Activity	DNB Time	Rate Info		
Posting Status	Client	Est. Time	Bill Status		
Description	Reference	Variance			
37094	TIME	JGS	0.30	250.00	75.00
3/4/09	3/4/09	Review File	0.00	C@1	
Billed	G:5547	4/3/09	Prof.Fin./Flore	0.00	
Reviewed file; prepared Plaintiff's Third Request For Production and correspondence to Louis Nettles to serve with copy of same.					
37097	TIME	JGS	0.10	250.00	25.00
3/4/09	3/4/09	Return call	0.00	C@1	
Billed	G:5547	4/3/09	Prof.Fin./Flore	0.00	
Returned telephone call to Denise Munn, Danny in John David Whisenhunt's office concerning his claim against Scott Collins for Leroy Williams.					
37100	TIME	JGS	0.10	250.00	25.00
3/4/09	3/4/09	Review/Revise	0.00	C@1	
Billed	G:5547	4/3/09	Prof.Fin./Flore	0.00	
Reviewed and revised correspondence and Plaintiff's Third Request For Production.					
37103	TIME	JGS	0.10	250.00	25.00
3/4/09	3/4/09	Review/Execut	0.00	C@1	
Billed	G:5547	4/3/09	Prof.Fin./Flore	0.00	
Reviewed and executed correspondence and Third Request For Production; faxed same to Louis Nettles.					
37114	TIME	JGS	0.60	250.00	150.00
3/6/09	3/6/09	Review File	0.00	C@1	
Billed	G:5547	4/3/09	Prof.Fin./Flore	0.00	
Reviewed file; prepared correspondence to Steven Leroy concerning status of case.					
37116	TIME	JGS	0.20	250.00	50.00
3/6/09	3/6/09	Review/Revise	0.00	C@1	
Billed	G:5547	4/3/09	Prof.Fin./Flore	0.00	
Reviewed and revised correspondence.					
37117	TIME	JGS	0.10	250.00	25.00
3/6/09	3/6/09	Review/Execut	0.00	C@1	
Billed	G:5547	4/3/09	Prof.Fin./Flore	0.00	

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 27

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Reviewed and executed correspondence.	Munn, Danny	0.00		
37161 TIME	JGS	0.30	250.00	75.00
3/13/09 3/13/09	Phone fr client	0.00	C@1	
Billed G:5547 4/3/09	Prof.Fin./Flore	0.00		
Received phone call from Lynn in John David Whisenhunt's office (requested copies of pleadings filed against Scott Collins).	Munn, Danny	0.00		
37169 TIME	JGS	0.10	250.00	25.00
3/16/09 3/16/09	Review docum	0.00	C@1	
Billed G:5547 4/3/09	Prof.Fin./Flore	0.00		
Reviewed copy of Complaint faxed by Lynn Hanna at John David Whisenhunt's office.	Munn, Danny	0.00		
37225 TIME	JGS	0.20	250.00	50.00
3/20/09 3/20/09	Phone to client	0.00	C@1	
Billed G:5547 4/3/09	Prof.Fin./Flore	0.00		
Made telephone call to Scott Collins (not available; left message on voice mail); made telephone call to Louis Nettles concerning discovery responses (not available; left message on voice mail).	Munn, Danny	0.00		
37226 EXP	JGS	2	1.50	3.00
3/20/09 3/20/09	Long Distance			
Billed G:5547 4/3/09	Prof.Fin./Flore			
2 Long distance charges (Florence, SC)	Munn, Danny			
37499 TIME	JGS	0.50	250.00	125.00
4/24/09 4/24/09	Review File	0.00	C@1	
Billed G:5575 5/1/09	Prof.Fin./Flore	0.00		
Reviewed file; reviewed ADR Rules; prepared correspondence to Louis Nettles concerning status of case.	Munn, Danny	0.00		
37502 TIME	JGS	0.10	250.00	25.00
4/24/09 4/24/09	Review/Revise	0.00	C@1	
Billed G:5575 5/1/09	Prof.Fin./Flore	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 30

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
requirements (authorized me to proceed); made telephone call to Louis Nettles (not available); made telephone call to Mike Nunn (not available; left message on voice mail); prepared correspondence to Louis Nettles to advise that discovery responses were not acceptable and that I intended to proceed with hearing; reviewed file; prepared for hearing; travelled to and from Florence, SC; attended hearing; office conference with Bill Buckner at RMC Financial; made telephone call to Steven Leroy concerning status of case; made telephone call to Lynn Stone concerning status of case.				
37657 EXP	JGS	160	0.525	84.00
5/13/09	Travel			
Billed G:5601 5/13/09	Prof.Fin./Flore			
160 miles at .525 per mile	Munn, Danny			
(Florence, SC)				
37662 TIME	JGS	0.50	250.00	125.00
5/13/09	Prepare docu	0.00	C@1	
Billed G:5601 5/13/09	Prof.Fin./Flore	0.00		
Prepared proposed Order and	Munn, Danny	0.00		
correspondence to Judge Nettles				
with same for execution.				
37669 TIME	JGS	0.20	250.00	50.00
5/14/09	Review/Revise	0.00	C@1	
Billed G:5601 5/14/09	Prof.Fin./Flore	0.00		
Reviewed and revised	Munn, Danny	0.00		
correspondence and proposed				
Order.				
37675 TIME	JGS	0.10	250.00	25.00
5/14/09	Review/Execut	0.00	C@1	
Billed G:5601 5/14/09	Prof.Fin./Flore	0.00		
Reviewed and executed	Munn, Danny	0.00		
correspondence.				

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 31

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est. Time	Bill Status	
		Reference	Variance		
37710	TIME	JGS	0.20	250.00	50.00
5/18/09		5/18/09	Phone to client	C@1	
Billed	G:5601	6/3/09	Prof.Fin./Flore		
Made telephone call to Steven		Munn, Danny	0.00		
Leroy (not available; left message					
with Kit); received telephone call					
from Steven Leroy (confirmed					
date, time, and place of mediation).					
37711	EXP	JGS	1	1.50	1.50
5/18/09		5/18/09	Long Distance		
Billed	G:5601	6/3/09	Prof.Fin./Flore		
Long distance charges (Florence,		Munn, Danny			
SC)					
37712	TIME	JGS	2.30	250.00	575.00
5/18/09		5/18/09	Review Corres.	C@1	
Billed	G:5601	6/3/09	Prof.Fin./Flore		
Reviewed correspondence from		Munn, Danny	0.00		
John N. Milling, Esq.; returned			0.00		
telephone call to Louise at					
Verbatim, Inc. concerning status of					
deposition of Terry White (not					
available; left message on voice					
mail); reviewed file; prepared for					
mediation conference and					
deposition of Terry White.					
37715	TIME	JGS	9.00	250.00	2250.00
5/19/09		5/19/09	Review File	C@1	
Billed	G:5601	6/3/09	Prof.Fin./Flore		
Reviewed file; prepared for		Munn, Danny	0.00		
mediation; travelled to and from			0.00		
Darlington for mediation					
conference; travelled to and from					
Florence for deposition of Terry					
White.					
37716	EXP	JGS	160	0.525	84.00
5/19/09		5/19/09	Travel		
Billed	G:5601	6/3/09	Prof.Fin./Flore		
160 miles at .525 per mile		Munn, Danny			
(Darlington, SC; Florence, SC)					
37770	TIME	JGS	0.70	250.00	175.00
5/28/09		5/28/09	Review docum	C@1	
Billed	G:5601	6/3/09	Prof.Fin./Flore		
			0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 32

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Reviewed transcript of Terry White's deposition.	Munn, Danny	0.00		
37772 TIME	JGS	0.10	250.00	25.00
5/28/09	Phone to client	0.00	C@1	
Billed G:5601 5/28/09	Prof.Fin./Flore	0.00		
6/3/09	Munn, Danny	0.00		
Made telephone call to Louis Nettles regarding concern about time schedule for bench trial (not available; left message on voice mail).				
37773 EXP	JGS	1	1.50	1.50
5/28/09	Long Distance			
Billed G:5601 5/28/09	Prof.Fin./Flore			
6/3/09	Munn, Danny			
Long distance charges (Florence, SC)				
37779 TIME	JGS	1.90	250.00	475.00
5/28/09	Review File	0.00	C@1	
Billed G:5601 5/28/09	Prof.Fin./Flore	0.00		
6/3/09	Munn, Danny	0.00		
Reviewed file; made telephone call to Louis Nettles (not available); made telephone call to Judge Russo (not available; left message); made telephone call to Lynn Stone concerning status of case; made telephone call to Alberta Timmons (not available; left message); made telephone call to Bill Buckner (not available; left message with receptionist); made telephone call to Marty Driggers for process server; made telephone call to Kevin Barth (recommended David Milligan for serving subpoenas).				
37780 TIME	JGS	1.00	250.00	250.00
5/28/09	Review/Revise	0.00	C@1	
Billed G:5601 5/28/09	Prof.Fin./Flore	0.00		
6/3/09	Munn, Danny	0.00		
Reviewed and revised subpoenas; issued checks for witness fees and mileage; prepared correspondence to David Milligan to request service of subpoenas; made telephone call to Steven Leroy				

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 33

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est. Time	Bill Status	
		Reference	Variance		
	concerning status of case; reviewed and executed subpoenas; made telephone call to David Milligan to let him know what to expect as far as names, addresses, and phone numbers of witnesses to be subpoenaed.				
37781	EXP	JGS	1	30.00	30.00
	5/28/09	Misc.			
	Billed G:5601	Prof.Fin./Flore			
	5/28/09				
	6/3/09	Munn, Danny			
	\$30.00 paid to Lynn Stone for witness fee and mileage.				
37782	EXP	JGS	1	25.00	25.00
	5/28/09	Misc.			
	Billed G:5601	Prof.Fin./Flore			
	5/28/09				
	6/3/09	Munn, Danny.			
	\$25.00 paid to Bill Buckner for witness fee.				
37783	EXP	JGS	1	30.00	30.00
	5/28/09	Misc.			
	Billed G:5601	Prof.Fin./Flore			
	5/28/09				
	6/3/09	Munn, Danny			
	\$30.00 paid to Alberta Timmons for witness fee and mileage.				
37784	EXP	JGS	1	30.00	30.00
	5/28/09	Misc.			
	Billed G:5601	Prof.Fin./Flore			
	5/28/09				
	6/3/09	Munn, Danny			
	\$30.00 paid to Ralph Sexton for witness fee.				
37785	EXP	JGS	1	30.00	30.00
	5/28/09	Misc.			
	Billed G:5601	Prof.Fin./Flore			
	5/28/09				
	6/3/09	Munn, Danny			
	\$30.00 paid to Jerry Montros for witness fee.				
37786	EXP	JGS	1	3.00	3.00
	5/28/09	Long Distance			
	Billed G:5601	Prof.Fin./Flore			
	5/28/09				
	6/3/09	Munn, Danny			
	Long distance charges (Florence, SC)				
37792	TIME	JGS	0.30	250.00	75.00
	5/28/09	Return call	0.00	C@1	
	Billed G:5601	Prof.Fin./Flore	0.00		
	5/28/09				
	6/3/09				

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 34

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Returned telephone call to Bill Buckner concerning status of case.	Munn, Danny	0.00		
37793 EXP	JGS	1	3.00	3.00
5/28/09	Long Distance			
Billed G:5601 5/28/09	Prof.Fin./Flore			
Long distance charges (Florence, Munn, Danny SC)				
37799 TIME	JGS	0.50	250.00	125.00
5/29/09	Return call	0.00	C@1	
Billed G:5601 5/29/09	Prof.Fin./Flore	0.00		
Returned telephone call to Judge Russo's assistant (requested that I communicate with Judge Russo's law clerk in Darlington by email); prepared email to Marshall Weaver.	Munn, Danny	0.00		
37815 TIME	JGS	0.30	250.00	75.00
5/29/09	Phone fr client	0.00	C@1	
Billed G:5601 5/29/09	Prof.Fin./Flore	0.00		
Received telephone call from Marshall Weaver concerning status of case; received telephone call from Marshall Weaver; received telephone call from Marshall Weaver (advised that case is now scheduled for 11:00 a.m.).	Munn, Danny	0.00		
37819 TIME	JGS	3.00	250.00	750.00
6/1/09	Review File	0.00	C@1	
Billed G:5627 6/1/09	Prof.Fin./Flore	0.00		
Reviewed file; resumed preparation of pre-trial brief; received telephone call from Alberta Timmons (acknowledged receipt of subpoena; discussed her particular experience with Collins and White and notified her that bench trial had been rescheduled for 11:00 a.m. on June 4); made telephone call to Danny Munn (no one at that number by that name); made telephone call to Lynn Stone concerning status of case; made	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 35

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
			telephone call to David Milligan concerning status of subpoenas; received telephone call from Lynn Stone (provided Danny Munn's new number); made telephone call to Danny Munn (agreed to testify but wants someone to compensate him for lost wages); returned telephone call to Ralph Sexton (advised that he received his subpoena; discussed status of case).				
37820	EXP			JGS	1	3.00	3.00
	6/1/09	6/1/09	Long Distance				
	Billed	G:5627	7/1/09	Prof.Fin./Flore			
			Long distance charges (Bennettsville, SC)	Munn, Danny			
37821	EXP			JGS	1	3.00	3.00
	6/1/09	6/1/09	Long Distance				
	Billed	G:5627	7/1/09	Prof.Fin./Flore			
			Long distance charges (Darlington, SC)	Munn, Danny			
37822	EXP			JGS	1	3.00	3.00
	6/1/09	6/1/09	Long Distance				
	Billed	G:5627	7/1/09	Prof.Fin./Flore			
			Long distance charges (Florence, SC)	Munn, Danny			
37823	EXP			JGS	1	3.00	3.00
	6/1/09	6/1/09	Long Distance				
	Billed	G:5627	7/1/09	Prof.Fin./Flore			
			Long distance charges (843 area code)	Munn, Danny			
37825	TIME			JGS	4.00	250.00	1000.00
	6/1/09	6/1/09	Return call		0.00	C@1	
	Billed	G:5627	7/1/09	Prof.Fin./Flore	0.00		
			Returned telephone call to Louis Nettles (not available; left message with receptionist); returned telephone call to Lynn Stone; prepared for bench trial.	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 49

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Clerk of Court; reviewed file; prepared correspondence to Clerk of Court to advise that Plaintiff's Second Motion To Alter Or Amend is still pending.				
40344	TIME	JGS	0.10	250.00
5/28/10	5/28/10	Review/Revise	0.00	C@1
Billed G:5948	5/31/10	Prof.Fin./Flore	0.00	
Reviewed and revised correspondence.	Munn, Danny	0.00		25.00
40396 TIME JGS 1.30 250.00 325.00				
5/31/10	5/31/10	Review File	0.00	C@1
Billed G:5948	5/31/10	Prof.Fin./Flore	0.00	
Reviewed file; prepared for hearing on Second Motion To Alter Or Amend.	Munn, Danny	0.00		
40397 TIME JGS 7.20 250.00 1800.00				
6/1/10	6/1/10	Review File	0.00	C@1
Billed G:5988	7/2/10	Prof.Fin./Flore	0.00	
Resumed review of file and prepared for hearing; travelled to and from Florence, SC; attended hearing.	Munn, Danny	0.00		
40398 EXP JGS 160 0.525 84.00				
6/1/10	6/1/10	Travel		
Billed G:5988	7/2/10	Prof.Fin./Flore		
160 miles at .525 per mile (Florence, SC)	Munn, Danny			
40417 TIME JGS 0.80 250.00 200.00				
6/2/10	6/2/10	Review docum	0.00	C@1
Billed G:5988	7/2/10	Prof.Fin./Flore	0.00	
Reviewed SCACR; prepared Motion To Dismiss Appeal, Proof of Service, and correspondence to Louis Nettles to serve with copy of same.	Munn, Danny	0.00		
40418 TIME JGS 1.30 250.00 325.00				
6/3/10	6/3/10	Review docum	0.00	C@1
Billed G:5988	7/2/10	Prof.Fin./Flore	0.00	
Reviewed S.C. Code and annotations on appealability;	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 50

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est. Time	Bill Status	
		Reference	Variance		
	reviewed Justice Toal's book on Appellate Procedure at USC Law School Library.				
40426	TIME	JGS	0.40	250.00	100.00
6/3/10	6/3/10	Review/Revise	0.00	C@1	
Billed	G:5988 7/2/10	Prof.Fin./Flore	0.00		
	Reviewed and revised Motion To Dismiss Appeal.	Munn, Danny	0.00		
40428	TIME	JGS	0.20	250.00	50.00
6/4/10	6/4/10	Review/Execut	0.00	C@1	
Billed	G:5988 7/2/10	Prof.Fin./Flore	0.00		
	Reviewed and executed correspondence; reviewed and revised motion, and proof of service.	Munn, Danny	0.00		
40432	EXP	JGS	1	25.00	25.00
6/4/10	6/4/10	Filing Fee			
Billed	G:5988 7/2/10	Prof.Fin./Flore			
	\$25.00 paid to S.C. Court of Appeals for filing fee.	Munn, Danny			
40433	TIME	JGS	0.50	250.00	125.00
6/4/10	6/4/10	Review/Execut	0.00	C@1	
Billed	G:5988 7/2/10	Prof.Fin./Flore	0.00		
	Reviewed and executed correspondence, motion, and proof of service; hand-delivered same to S.C. Court of Appeals for filing.	Munn, Danny	0.00		
40640	TIME	JGS	0.10	250.00	25.00
7/12/10	7/12/10	Return call	0.00	C@1	
Billed	G:6038 8/2/10	Prof.Fin./Flore	0.00		
	Returned telephone call to Jeanette Welsh (confirmed Judge Russo's request for an affidavit setting forth exact amount paid by (rather than billed to) client.	Munn, Danny	0.00		
40641	EXP	JGS	1	1.50	1.50
7/12/10	7/12/10	Long Distance			
Billed	G:6038 8/2/10	Prof.Fin./Flore			

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 51

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
			Long distance charges (Florence, SC)	Munn, Danny			
40714	TIME			JGS	0.20	250.00	50.00
	7/16/10	7/16/10		Phone to client	0.00	C@1	
	Billed	G:6038	8/2/10	Prof.Fin./Flore	0.00		
			Made telephone call to Steven LeRoy (requested statement of all payments made); made telephone call to Jeanette Welsh in Judge Russo's office to advise (not available; left message on voice mail).	Munn, Danny	0.00		
40715	EXP			JGS	2	3.00	6.00
	7/16/10	7/16/10		Long Distance			
	Billed	G:6038	8/2/10	Prof.Fin./Flore			
			2 Long distance charges (Florence, SC)	Munn, Danny			
40772	TIME			JGS	0.30	250.00	75.00
	7/22/10	7/22/10		Review Corres.	0.00	C@1	
	Billed	G:6038	8/2/10	Prof.Fin./Flore	0.00		
			Reviewed correspondence and Order from S.C. Court of Appeals; made telephone call to Steven LeRoy concerning status of research on fees paid.	Munn, Danny	0.00		
40773	EXP			JGS	1	3.00	3.00
	7/22/10	7/22/10		Long Distance			
	Billed	G:6038	8/2/10	Prof.Fin./Flore			
			Long distance charges (Florence, SC)	Munn, Danny			
40822	TIME			JGS	0.10	250.00	25.00
	7/28/10	7/28/10		Return call	0.00	C@1	
	Billed	G:6038	8/2/10	Prof.Fin./Flore	0.00		
			Returned telephone call to Jeanette Welch (not available; left message on voice mail); made telephone call to Steven Leroy to follow up on his progress in researching payment attorney's fees on case (not available; left message on voice mail).	Munn, Danny	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 52

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
40831	EXP			JGS	2	1.00	2.00
	7/28/10		7/28/10	Long Distance			
	Billed	G:6038	8/2/10	Prof.Fin./Flore			
			2 Long distance charges	Munn, Danny			
			(Florence, SC)				
40838	TIME			JGS	0.10	250.00	25.00
	7/29/10		7/29/10	Phone to client	0.00	C@1	
	Billed	G:6038	8/2/10	Prof.Fin./Flore	0.00		
			Made telephone call to Jeanette	Munn, Danny	0.00		
			Welch concerning status of matter.				
40848	TIME			JGS	1.40	250.00	350.00
	7/30/10		7/30/10	Review File	0.00	C@1	
	Billed	G:6038	8/2/10	Prof.Fin./Flore	0.00		
			Reviewed file; prepared affidavit	Munn, Danny	0.00		
			requested by Judge Russo;				
			prepared correspondence to Clerk				
			of Court for filing same; prepared				
			correspondence to Judge Russo				
			with copy of affidavit and copies of				
			client's checks.				
40853	TIME			JGS	0.10	250.00	25.00
	7/30/10		7/30/10	Review/Revise	0.00	C@1	
	Billed	G:6038	8/2/10	Prof.Fin./Flore	0.00		
			Reviewed and revised	Munn, Danny	0.00		
			correspondence.				
Grand Total				Billable	154.60		40880.74
				Unbillable	0.20		47.50
				Total	154.80		40928.24

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 28

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Reviewed and revised correspondence.	Munn, Danny	0.00		
37569 TIME	JGS	0.30	250.00	75.00
5/4/09 5/4/09	Review File	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed file; reviewed Alternate Dispute Resolution Rules; prepared correspondence to Clerk of Court to request appointment of mediator.	Munn, Danny	0.00		
37580 TIME	JGS	0.50	250.00	125.00
5/5/09 5/5/09	Review File	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed file; reviewed Rule 6, SCRCF; prepared motion information form and cover sheet, supplemental Motion To Compel, correspondence to Clerk of Court for filing and correspondence to Louis Nettles to serve with copies of same; issued check for filing fee.	Munn, Danny	0.00		
37581 EXP	JGS	1	25.00	25.00
5/5/09 5/5/09	Filing Fee			
Billed G:5601 6/3/09	Prof.Fin./Flore			
\$25.00 paid to Clerk of Court.	Munn, Danny			
37582 TIME	JGS	0.10	250.00	25.00
5/5/09 5/5/09	Review/Execut	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Reviewed and executed correspondence, motion information form and cover sheet, and supplemental motion.	Munn, Danny	0.00		
37617 TIME	JGS	0.20	250.00	50.00
5/8/09 5/8/09	Prepare docu	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		
Resumed preparation of correspondence to Judge Russo.	Munn, Danny	0.00		
37635 TIME	JGS	0.10	250.00	25.00
5/11/09 5/11/09	Return call	0.00	C@1	
Billed G:5601 6/3/09	Prof.Fin./Flore	0.00		

8/8/10
9:27 PM

J. Gregory Studemeyer, Attorney At Law
Slip Listing

Page 29

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est. Time	Bill Status	
		Reference	Variance		
	Returned telephone call to Lynn Stone concerning status of case.	Munn, Danny	0.00		
37638	EXP	JGS	1	1.50	1.50
	5/11/09	5/11/09	Long Distance		
	Billed G:5601	6/3/09	Prof.Fin./Flore		
	Long distance charges (Darlington, Munn, Danny SC)				
37647	TIME	JGS	1.00	250.00	250.00
	5/12/09	5/12/09	Review File	0.00	
	Billed G:5601	6/3/09	Prof.Fin./Flore	0.00	
	Reviewed file; prepared for hearing; made telephone call to Steven Leroy (not available; left message on voice mail); returned telephone call to Louis Nettles (advised that he had attempted to email discovery responses and would try to fax them; also discussed trial date and mediation).				
		Munn, Danny	0.00		
37648	EXP	JGS	1	1.50	1.50
	5/12/09	5/12/09	Long Distance		
	Billed G:5601	6/3/09	Prof.Fin./Flore		
	Long distance charges (Florence, Munn, Danny SC)				
37649	EXP	JGS	1	3.00	3.00
	5/12/09	5/12/09	Long Distance		
	Billed G:5601	6/3/09	Prof.Fin./Flore		
	Long distance charges (Florence, Munn, Danny SC)				
37656	TIME	JGS	9.30	250.00	2325.00
	5/13/09	5/13/09	Review docum	0.00	
	Billed G:5601	6/3/09	Prof.Fin./Flore	0.00	
	Reviewed 70 pages of documents faxed by Louis Nettles; reviewed file to confirm compliance with discovery requests; made telephone call to Steven Leroy to discuss status of case, difficulty caused by opposing counsel, inadequate discovery responses, hearing on motion to compel, bench trial, and mediation				
		Munn, Danny	0.00		

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

Thomas A. Russo, Circuit Judge

Case No. 2008-CP-21-1462

Professional Financial Services, Corp., ... Respondent/Appellant.

Vs.

Terry White and White's Auto Sales, Inc

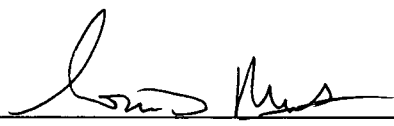
..... Appellants/Respondents

CERTIFICATE RULE 210 (g)

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I certify that Record on Appeal contains all material proposed to be included by any
of the parties and not any other material.

December 20, 2011



LOUIS D. NETTLES
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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

Thomas A. Russo, Circuit Judge

Case No. 2008-CP-21-1462

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SC Court of Appeals

Professional Financial Services, Corp., ... Respondent/Appellant

Vs.

Terry White and White's Auto Sales, Inc

..... Appellants/Respondents

CERTIFICATE OF SERVICE

I certify that I have and served a copy of the Record on Appeal on
Respondent/Appellant's Attorney by depositing a copy of the same in the United States
Mail, postage prepaid, on November 30, 2011, addressed to the following address:

J. Gregory Studemeyer, Esq
Post Office Box 12201
Columbia, SC 29211-2201

November 30, 2011



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