

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2014 CP-29-00065

RECEIVED
 DEC 15 2015
 SC Court of Appeals

Founders Federal Credit Union

Sharon T. Irving

PLAINTIFF(S)

The Auto Shop
 DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; 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 (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : This is an Order adjudicating all issues of the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Founders Federal Credit Union	Sharon T. Irving	\$28,963.16
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge [Signature] Judge Code 2168 Date 11/11/14

For Clerk of Court Office Use Only

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE CIRCUIT COURT

Founders Federal Credit Union,
Plaintiff,

Case No. 2014-CP-29-00065

vs.

ORDER AND JUDGMENT

Sharon T. Irving and The Auto Shop,
Defendants.

THIS MATTER COMES BEFORE THE COURT upon the *Complaint* filed by the Plaintiff, Founders Federal Credit Union ("Plaintiff"), on January 21, 2014. The Court conducted a trial in this collection and claim and delivery action on October 27, 2014. Present at the trial was Suzanne Taylor Graham Grigg, attorney for Plaintiff; Derrek Bowers, owner of The Auto Shop ("Defendant Auto Shop"), appearing *pro se*; and Sharon T. Irving ("Defendant Irving"), appearing *pro se*.

Based on the pleadings filed in this case and the arguments of the parties presented at trial, the Court finds and orders as follows:

FINDINGS OF FACT

1. On or about January 24, 2013, Defendant Irving executed and submitted that certain Security Agreement and Advance Receipt (the "Note") to Plaintiff, secured by that certain 2007 Lexus GS350 automobile VIN # JTHBE96S570012791 (the "Lexus").
2. The Note further provides that Defendant Irving shall pay Plaintiff for all reasonable attorneys' fees and legal expenses incurred by Plaintiff in connection with disposition of the Lexus.



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CLERK OF COURT
LANCASTER, S.C.

3. Plaintiff perfected its security interest in the Lexus by recording its lien on the face of the Lexus' certificate of title (the "Title").

4. Plaintiff holds a first lien on the Lexus, as denoted on the Title.

5. The Note is in default for non-payment of the monthly installment payments due to Plaintiff under the terms of the Note.

6. Plaintiff sent written notice of the default to Defendant Irving in accordance with and conforming to state law. Defendant Irving failed to remit the amounts due and owing to Plaintiff in compliance with the terms of the Note.

7. In 2013, the Lexus was involved in an accident. After the accident, the Lexus was towed to Defendant Auto Shop on July 12, 2013.

8. Defendant Irving subsequently abandoned the Lexus with Defendant Auto Shop by leaving it with Defendant Auto Shop for several months and by failing to pay for repairs to be completed on the Lexus.

9. On September 19, 2013, sixty-nine (69) days after the Lexus first arrived at Defendant Auto Shop, Defendant Auto Shop sent an invoice to Plaintiff via electronic mail. This invoice stated total charges in the amount of \$2,802.00, consisting of \$243.00 for towing, \$420.00 for tear down and repair of suspension, and \$2,139.00 for storage from July 12, 2013 through September 19, 2013 at a per diem of \$30.00 per day. Other than this invoice sent via electronic mail, Defendant Auto Shop did not send notice of the location of the Lexus to Plaintiff by certified or registered mail, or otherwise.

10. After receiving the invoice from Defendant Auto Shop via electronic mail on September 19, 2013, Plaintiff disputed the amount of the storage charges demanded and sought to negotiate a settlement of this matter; however, these negotiations were not fruitful. After



negotiations between Plaintiff and Defendant Auto Shop failed, Plaintiff filed this claim and delivery action to recover possession of the Lexus.

11. Defendant Auto Shop asserts that it is entitled to Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) in storage charges.

12. Plaintiff asserts that it is not required to pay any storage charges to Defendant Auto Shop under S.C. Code Ann. § 29-15-10(B) because Defendant Auto Shop failed to provide notice to Plaintiff of the location of the Lexus by certified or registered mail. Alternatively, Plaintiff asserts that the most in storage charges to which Defendant Auto Shop may possibly be entitled is five days of storage charges from September 19, 2013, the date which Defendant Auto Shop provided its invoice to Plaintiff via electronic mail.

CONCLUSIONS OF LAW AS TO COLLECTION ACTION

13. I find that there is now due and owing to Plaintiff under the Note, as of October 27, 2014, the amount of Twenty-Three Thousand Four Hundred Fifty-Seven and 72/100 Dollars (\$23,457.72) of principal, accrued interest, force-place insurance costs, and late fees.

14. I further find that, pursuant to the Note, Plaintiff is entitled to reasonable attorneys' fees and expenses incurred in connection with this matter, and that attorneys' fees in the amount of Five Thousand and 00/100 Dollars (\$5,000.00), and expenses in the amount of Five Hundred Five and 44/100 Dollars (\$505.44) are reasonable, and that Plaintiff is entitled to an award of attorneys' fees and costs in the foregoing amount.

15. NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiff is entitled to a judgment against Defendant Irving for the outstanding indebtedness due and owing on the Note, plus attorneys' fees and costs in the combined sum of Twenty-Eight Thousand Nine Hundred Sixty-Three and 16/100 Dollars (\$28,963.16), plus



accrued interest at the Note rate of interest of 7.50% per annum, which shall accrue until the judgment is paid in full.

CONCLUSIONS OF LAW AS TO CLAIM AND DELIVERY ACTION

16. I find that Plaintiff shall pay to Defendant Auto Shop Six Hundred Sixty-Three and 00/100 Dollars (\$663.00) for towing, tear down, and suspension repair services completed by Defendant Auto Shop.

17. Pursuant to S.C. Code Ann. § 29-15-10(B), a towing company or garage must send notice of the location of the vehicle to the owner and lienholder of the vehicle, by certified or registered mail, within five (5) days after receiving the owner's and the lienholder's identities in order to be able to charge storage fees to the owner or lienholder.

18. I further find that the notification requirement in S.C. Code Ann. § 29-15-10(B) shall be construed broadly, and the electronic mail notification sent by Defendant Auto Shop to Plaintiff on September 19, 2013, satisfies the notification requirement under S.C. Code Ann. § 29-15-10(B).

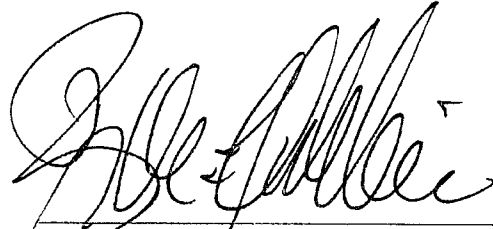
19. ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to S.C. Code Ann. § 29-15-10(B), Plaintiff shall pay the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) to Defendant Auto Shop for storage charges.

20. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant Auto Shop shall relinquish possession of the Lexus to Plaintiff upon receipt of payment from Plaintiff a total amount of Two Thousand One Hundred Sixty-Three and 00/100 Dollars (\$2,163.00) consisting of \$1,500.00 in storage charges and \$663.00 in charges for towing, tear down, and suspension repair.

A handwritten signature in black ink, appearing to be 'JBY' with a large flourish at the end.

21. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant Irving's interest in the Lexus is now foreclosed, and upon obtaining possession of the Lexus, Plaintiff has the right to dispose of the Lexus in a commercially reasonable manner, and that Plaintiff is allowed to apply the net proceeds from such sale to the amount of the judgment rendered against Defendant Irving herein.

AND IT IS SO ORDERED.



The Honorable Brian M. Gibbons
Circuit Court Judge, Sixth Judicial Circuit

11/11, 2014
Lancaster, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

Founders Federal Credit Union,
Plaintiff,

vs.

Sharon T. Irving and The Auto Shop,
Defendants.

IN THE CIRCUIT COURT

CASE NO. 2014-CP-29-00065

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing *Form 4* and *Order and Judgment* have been served upon the following parties of record by placing the same in the United States mail, first class postage prepaid, addressed to the following as shown below this 18 day of November, 2014, at Columbia, South Carolina.

Sharon T. Irving
4401 Berth Lane
Heath Springs, SC 29058

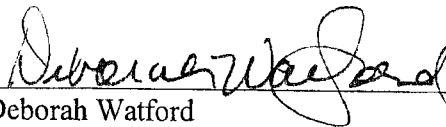
The Auto Shop
c/o Bruce Bowers
2575 Cane Mill Road
Lancaster, SC 29720

The Auto Shop
c/o Derrek Bowers
2575 Cane Mill Road
Lancaster, SC 29720

CLERK OF COURT
LANCASTER, SC

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OF COURT


Deborah Watford
Legal Assistant to Suzanne Taylor Graham Grigg
NEXSEN PRUET, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202
Telephone: 803.771.8900
Attorneys for Plaintiff Founders Federal Credit Union

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Kyle Aaron Brannon P.O. Drawer 2426 Columbia, SC
29202

Sharon T Irving 4401 Berth Lane Heath Springs, SC 29058

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Jeff Hammond

Court Reporter

Jeff L. Hammond - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
