

Derek Woodberry, )  
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)  
APPELLANT, )  
)  
Vs )  
)  
Atlantic Auto )  
)  
Sales, Audrey )  
)  
Popov )  
)

Case No.: 2016-CP-26-2319  
2015-CV-26-107-2551

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SC Court of Appeals

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RESPONDENT,  
\_\_\_\_\_

This matter was heard on March 14<sup>th</sup>, 2016 by the presiding Conway Summary Court Judge Bradley D. Mayers as a summons and complaint filed on November 4<sup>th</sup>, 2015 by the appellant Woodberry versus Atlantic Auto Sales and Andrey Popov as respondent. The summons and complaint was served on the owner of Atlantic Auto Sales, Popov and respondent on January 20<sup>th</sup>, 2016. The appellant, Woodberry claims that he was damaged by Atlantic and its owner, Popov and is asking the court for damages of the jurisdictional limit of \$7500. The respondent, Atlantic and its owner Popov answered the summons and complaint on February 18<sup>th</sup>, 2016 denying all responsibility for any damages the appellant has suffered. Both parties were sworn before testimony.

The appellant, Woodberry testified that on or around September 4<sup>th</sup>, 2015 he had mechanical troubles with his 1987 Porsche 944. The vehicle did not operate at the time and had to be towed to Atlantic. He was referred to Atlantic Auto Sales by a local gas or service station. Woodberry spoke with Atlantic's mechanic Joseph Edwards, they made a verbal agreement for the vehicle to be diagnosed and fixed where the vehicle would start. After two weeks Woodberry went to check on car and it was missing. The car had been taken to "Pick n Pull" and sold for parts for \$240. (See affidavit of disposal dated September 18<sup>th</sup>, 2015). Woodberry claims that the vehicle is a "classic" and irreplaceable worth well over the court's jurisdiction but will settle for damages of \$7500. Woodberry submitted several "online" estimates explaining it worth. (See estimates). The vehicle was offered back to Woodberry by "Pick n Pull", he refused.

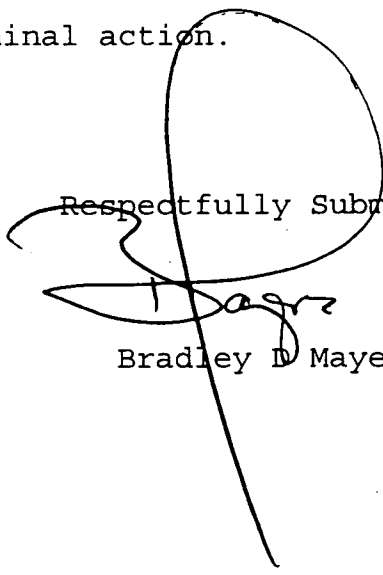
The respondent, Popov testified that the Porsche was left in possession of Atlantic on July 23<sup>rd</sup>, 2015 not September 4<sup>th</sup>, 2015. Popov claims that he was unaware of the verbal agreement between his mechanic, Edwards and the appellant Woodberry. There was not an invoice made for the mechanical service. Sometime in August, the mechanic Edwards was fired from Atlantic Auto Sales. Popov claimed that the vehicle must have been abandoned and was an "eye-

sore" for his car lot. On August 15<sup>th</sup>, 2015 Popov went to the Department of motor vehicles and was informed that Woodberry was not the owner and they were not permitted to release the rightful owner's information. Popov admits that on September 18<sup>th</sup>, 2015 he had the vehicle towed to "Pick n Pull" and sold for \$240. During the month of October, Popov testified that he received a certified right to cure letter from Woodberry. On October 14<sup>th</sup>, 2015, Woodberry, accompanied by Horry County Police officer badge number #690, arrived at Atlantic Auto Sales claiming a criminal action had occurred. To avoid any problems, Popov wrote a check to Woodberry for \$1000 to satisfy any troubles and expenses that might have occurred. The check was cashed on October 15<sup>th</sup>, 2015. (See check no. # 1394). No criminal incident report or action has been has been submitted for probable cause for warrant against Popov.

The court inquired into the shape, mileage, and how much was paid for the vehicle. Woodberry testified he purchase the car for \$500 plus some labor. He did not know the mileage but it was a "classic" car. The court reviewed the "online" estimates and most were for exceptional conditioned vehicles. Two photos were submitted from its position at "Pick n Pull". The court found the condition to be of a typical condition of a 16 year old vehicle, very used. No photos were submitted by Woodberry. The vehicle

did not run and was in disrepair. The court did find that as best case scenario that Popov knew he should not had sold the car and was liable for the amount of \$1000. The court took into account \$1000 had already been submitted for any criminal action.

Respectfully Submitted

  
Bradley D Mayers