

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM THE COURT OF COMMON PLEAS
GEORGETOWN COUNTY**

Honorable Kristy Harrington, Circuit Court Judge

Case No. 2016-001409

RECEIVED

OCT 12 2016

SC Court of Appeals

STRAND CLASSICS RESTORATIONS,

APPELLANT,

vs.

FRANK EMILIANO,

RESPONDENT.

RECORD ON APPEAL

**Law Offices of William Stuart Duncan, PA
Raymond C. Fischer, SC Bar # 2023
William Stuart Duncan, SC Bar # 11549
PO Box 736
Georgetown, SC 29442
843-546-1212
wsdlaw1@aol.com
rfischer@lawyer.com
Attorneys For appellant**

RECORD ON APPEAL

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

JUDGMENT IN A CIVIL CASE
 CASE NUMBER 2016CP2200215

Strand Classics
 Restorations

Frank Emiliano

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Clerk of Court

Attorney for: Plaintiff Defendant
 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 43(k), SCRPC (Settled);
 - Rule 41(a), SCRPC (Vol. Nonsuit);
 - Other: _____
- ACTION STRICKEN (CHECK REASON):**
 - Rule 40(j) SCRPC;
 - Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 - Bankruptcy;
 - 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

The decision of the Magistrate's Court is affirmed.

This order ends does not end the case.
 Additional Information for the Clerk: _____

FILED
 GEORGETOWN COUNTY, S.C.
 2016 JUN -1 PM 4:05
 ALMA Y. WHITE
 CLERK OF COURT

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)
N/A	N/A	N/A

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.

[Handwritten Signature]

Circuit Court Judge

2151

Judge Code

5/20/2016

Date

For Clerk of Court Office Use Only

June 1, 2016

June 2, 2016

This judgment was entered on June 1, 2016 and a copy mailed first class or placed in the appropriate attorney's box on June 2, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

[Handwritten Signature: Sarah Patton, Deputy]

Court Reporter Teresa Bautz

Alma White - 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.

STATE OF SOUTH CAROLINA)

COUNTY OF GEORGETOWN)

2015C 21050580
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

JUDGMENT

Frank Emiliano
5674 Nw 101 Drive
Coral Springs, FL 33076
(954) 255-8400

PLAINTIFF(S)

Vs

Strand Classics
Restorations
2820 Highmarket St.
Georgetown, SC 29440

DEFENDANT(S)

The issues in this action were tried in the Central Jury on February 24, 2016 at which time a Judgment for the Plaintiff, Frank Emiliano, was rendered in the amount of \$7,500.00.

IT IS THEREFORE ORDERED that the Plaintiff recover from the Defendant(s):

Strand Classics Restorations

the total amount of \$7,580.00 which includes other relief, if any, as stated below.

Court Costs / Filing Fees

80.00

JUDGE

Central Jury
333 Cleland Street
Post Office Box 807
Georgetown, SC 29440
Phone: (843) 545-3383 Fax: (843) 545-3394

February 24, 2016

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

2015CV221050580
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Frank Emiliano
5674 Nw 101 Drive

(954) 255-8400

PLAINTIFF(S)

Vs

Strand Classics
Restorations
2820 Highmarket St.
Georgetown, SC
29440

DEFENDANT(S)

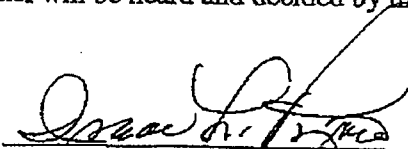
TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to Answer the allegations and present any appropriate Counterclaims/Crossclaims to the attached Complaint/Counterclaim within THIRTY days from the first day after receipt of this Summons. Your Answer must be received by the:

Georgetown Magistrate
333 Cleland Street Post Office Box 807
Georgetown, SC 29440
Phone: (843) 545-3381 Fax: (843) 545-3394

If you fail to Answer within the prescribed time, a Judgment by Default will be rendered against you for the amount or other remedy requested in the attached Complaint, plus interest and costs. If you desire a jury trial, you must request in writing at least five (5) working days prior to the original date set for trial. If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:


JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

May 19, 2015

STATE OF SOUTH CAROLINA)

COUNTY OF GEORGETOWN)

2015CV221050580
CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT
COMPLAINT

Frank Emiliano
5674 Nw 101 Drive

(954) 255-8400

PLAINTIFF(S)

Vs

Strand Classics
Restorations
2820 Highmarket St.
Georgetown, SC
29440

DEFENDANT(S)

I, Frank Emiliano, the Plaintiff in this civil action do make the following claims:

1. I believe that the defendant(s),

Strand Classics Restorations

is/are a resident(s) of Georgetown County, and resides within the jurisdiction of the Georgetown Magistrate or this Complaint is properly filed in Georgetown County.

2. I make this complaint on the following:

SEE ATTACHED

(Attach supplement if necessary)

3. I believe, because of the above information, that I am entitled to and do request a judgment for \$ 7580.00 and/or relief as below requested:

including any costs resulting in this action.

I STATE UNDER PENALTY OF PERJURY THAT THE ABOVE STATED FACTS ARE TRUE EXCEPT THOSE BASED ON MY BEST INFORMATION THAT I BELIEVE TO BE TRUE.

May 19, 2015

SIGNATURE ON FILE
Signature of Plaintiff/Attorney

GEORGETOWN COUNTY
OFFICE OF THE MAGISTRATE
POST OFFICE BOX 807 / 333 CLELAND STREET
GEORGETOWN, SC 29442
(843) 545-3391 / FAX (843) 545-3357
INFORMATION SHEET FOR CIVIL ACTIONS

DATE: MAY 5 2015

PLAINTIFF

NAME: FRANK J EMILIANO
MAILING ADDRESS: 5674 NW 101 DRIVE
CITY: COAL SPRINGS STATE: FL ZIP CODE: 32076
HOME PHONE: 954-255-8400 BUSINESS PHONE: 954-445-8157 (cell)
ATTORNEY: _____ PHONE: _____

DEFENDANT

NAME: STRAND CLASSICS RESTORATIONS
MAILING ADDRESS: 3820 HIGHMARKET ST
CITY: GEORGETOWN STATE: SC ZIP CODE: 29440
EMPLOYER: TOM
HOME PHONE: _____ BUSINESS PHONE: 843-527-2488
ATTORNEY: _____ PHONE: _____

DIRECTIONS TO DEFENDANT HOME:

TYPE OF CIVIL CASE: (FOR COURT PERSONNEL ONLY)

- ORDER & RULE (FOR EVICTIONS)
 CLAIM & DELIVERY (FOR REPOSESSION OF PROPERTY)
 SUMMONS & COMPLAINT (FOR SMALL CLAIM LAWSUITS)
 OTHER: _____

REASON FOR CIVIL ACTION:

See Attached

- Strand Classic Restorations, agreed to restore the GTO within 4 – 6 months.
- This car was bought as an investment to restore and re-sell at a profit.
- Strand Classic Restorations quoted \$26 000.00 to fully restore the vehicle.
- It took Strand Classic Restorations 4 years to return the vehicle at a cost of over \$50 000.00.
- At the request of Strand Classic Restorations, I flew to Myrtle Beach five times to pick up the vehicle.
- On each occasion, they requested that I drive the vehicle for 2 – 3 days to ensure everything was sound.
- On four of the five occasions, the vehicle broke down while test driving. On one of the occasions, I could not drive the car out of the shop as it over heated.
- Eventually I was advised that the vehicle was ready and I had it shipped from ^{South} North Carolina to Coral Springs, FL. (FL?)
- On test driving the vehicle when it arrived, it broke down and I had to have it towed to Patriot Auto for further repair.
- I have now been quoted \$5854.00 to restore the engine to a working condition.
- On reviewing the invoices from Strand Classic Restorations, I have discovered that I was double invoiced for parts equaling \$7 135.00.
- Furthermore, I have discovered that I have been charged for new parts when in fact the parts were used parts which is evident in the report from Patriot Auto.

I therefore believe that I am entitled to sue Strand Classic Restorations for the above reasons as well as for the loss of my investment, double invoicing and relevant travel expenses.

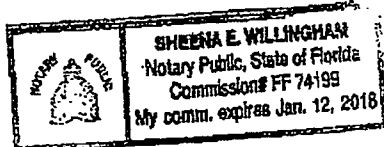
SWORN TO ME BEFORE THIS 12

DAY OF May 20 15

Sheena E. Willingham
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: Jan. 12, 2018

State of Florida
County of Broward



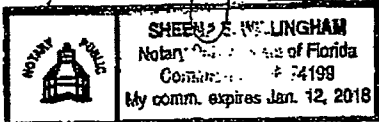
Frank J. Guilford
SIGNATURE OF PLAINTIFF

LIST OF ITEMIZED ACCOUNTS:

1. PATRIOT AUTO INVOICE # 7615	1\$	5854.79
2. STRAUD INVOICES # 134, 332 & 355, 248	2\$	1521.09
3. STRAUD INVOICES # 444 99	3\$	3399.42
4. STRAUD INVOICES # 444 101	4\$	2215.73
5. ALL INVOICES DUPLICATE CHARGES	5\$	457.69 w/ labor
6. CHARGE ON INVOICE # 417 FOR POWER STEERING →	6\$	
7. EXPENSES FOR TRAVEL BACK & FORTH →	7\$	1500.00 PLUS
8. _____	8\$	
9. _____	9\$	

State of Florida
 County of Broward
 SWORN TO ME BEFORE THIS 12
 DAY OF May 20 15
Sheena J. Williamson
 SIGNATURE OF NOTARY
 MY COMMISSION EXPIRES: Jan. 12, 2018

Frederick S. Milburn
 SIGNATURE OF PLAINTIFF



IN THE MAGISTRATE'S COURT

Dec. 8th

STATE OF SOUTH CAROLINA)
 COUNTY OF GEORGETOWN)
 FRANK EMILIANO)
 5674 NW 101 Drive) PLAINIFF)
 Coral Springs, FL 33076) STREET ADDRESS)
 (954) 255-8400) CITY, STATE ZIP)
) TELEPHONE)

VS.)
 STRAND CLASSICS RESTORATIONS)
 2820 Highmarket Street) DEFENDANT(S))
 Georgetown, SC 29440) STREET ADDRESS)
 843-546-6418) CITY, STATE ZIP)
) TELEPHONE)

ANSWER

JUN 23 15
(KB)

On May 29, 2015 I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the Georgetown Magistrate Court, is as follows:

CHECK ONE:

- A. I contest the jurisdiction of the court based on the following: (use additional pages if necessary) _____
- B. I admit everything in the complaint and do not want a trial.
- C. I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary) _____
- D. I deny that I am responsible at all because: (use additional pages if necessary) See attached detailed answer.

You must file this document with the Court within thirty days.

THE DEFENDANT STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE.

Dated: June 23, 2015

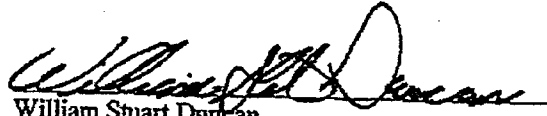
William A. Deane
Signature of Defendant (or his attorney)

1. Defendant denies each and every allegation not specifically admitted herein.
2. Defendant denies that it agreed to restore said GTO within 4 -6 months and would demand strict proof thereof.
3. Defendant denies that the GTO was bought for an investment months and would demand strict proof thereof.
4. Defendant denies that it quoted \$26,000 to fully restore the GTO months and would demand strict proof thereof.
5. Defendant denies that the GTO restoration cost over \$50,000.
6. Defendant denies that it requested Plaintiff fly to Myrtle Beach 5 times to pick up the GTO months and would demand strict proof thereof.
7. Defendant denies it asked Plaintiff to drive the GTO 2-3 days on 5 occasions months and would demand strict proof thereof.
8. Defendant denies that the GTO broke down on 4 occasions when Plaintiff drove it months and would demand strict proof thereof.
9. Defendant admits that the GTO was shipped from South Carolina to Florida.
10. Defendant denies that the GTO broke down during a test drive and that it had to be towed to Patriot Auto for repair. Defendant would demand strict proof thereof.
11. Defendant denies the allegation that it would cost \$5854.00 to restore the engine to working order and would demand strict proof thereof.
12. Defendant denies that it double-billed Plaintiff for parts and would demand strict proof thereof.
13. Defendant denies that it billed used parts as new parts and would demand strict proof thereof.

WHEREFORE, Defendant prays that this honorable Court deny relief to the Plaintiff enter judgement for the Defendant.

Georgetown, SC
June 23, 2015

LAW OFFICES OF WILLIAM STUART DUNCAN, PA



William Stuart Duncan
1001 Front Street
PO Box 736
Georgetown, SC 29442
843-546-1212
843-545-0177 (FAX)
Wsdlaw1@aol.com
Attorney for Defendant

Patriot Automotive
 2530 W Commercial Blvd
 Tamarac, FL 33309
 Phone: 954-990-7936 Fax: 954-990-8513

INVOICE
10519

MV-89487

INVOICE

Work Completed Date : 09/03/2015

Print Date: 02/05/2016

Emiliano, Frank
 5674 NW 101st Dr
 Coral Springs, FL 33076
 Home : 954-445-2157
 Cust ID : 4640

1967 Pontiac - GTO - 400C
 Lic # : BN2373 - FL
 VIN # :
 Hat # : 676

Odometer In : 80197
 Odometer Out : 80197

Part Description / Number	Qty	Safe	Ext	Labor Description	Extended
Selector Shaft Seal SO19	1.00	3.69	3.69	Check trans is still leaking.	105.00
New AC Delco Spark Plugs R45S	8.00	3.30	26.40	Check turn signals, right side does not cancel and left side does not light up on dash. Replaced turn signal switch.	84.00
Radiator three row rad	1.00	387.00	387.00	Check moulding on drivers door window, loose. Check ride height in front.	0.00 0.00
Turn Signal Switch TW40	1.00	89.92	89.92	Install new aluminum radiator.	157.50
Cylinder Head Gasket Set HS8518PT	1.00	181.06	181.06	Check cylinder heads for cracks, leak test and resurface both heads. Check cylinder heads for cracks, leak test and resurface both heads.	368.00
Header Gaskets 1423	1.00	67.86	67.86	Replace cylinder head gaskets.	1260.00
Distributor Pickup Coil ACD1907X	1.00	103.78	103.78	Replace sector shaft seals.	135.00
Distributor Capacitor RC4T	1.00	35.02	35.02	Repair brake light wiring.	90.00
Sector Shaft Seal 7856	1.00	20.10	20.10		
Shop Supplies			30.00		

\$3332.99

(954)990-7936
 PATRIOT AUTOMOTIVE
 2530 W COMMERCIAL BLVD
 TAMARAC, FL 33309
 02/05/2016
 MID: 000000003973458
 14:38:30
 TID: 06076999
 CREDIT CARD
 VISA SALE

XXXXXXXXXXXX3337
 10519
 0009
 000447
 079000
 Swiped
 Online
 CARD #
 INVOICE
 SEQ #:
 Batch #:
 Approval Code:
 Entry Method:
 Mode:

SALE AMOUNT

Thank you for your business!

CUSTOMER COPY

AM

Org. Es

Labor:	1,831.50
Parts:	944.83
Sublet:	368.00
Sub:	3,144.33
Tax:	188.66
Total:	3,332.99
Bal Due:	\$3,332.99

Payments -

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature _____ Date _____ Time _____

14

Patriot Automotive
 2530 W Commercial Blvd
 Tamarac, FL 33309
 Phone: 954-990-7936 Fax: 954-990-8513

INVOICE
10519

MV-89487

INVOICE

Emiliano, Frank
 5674 NW 101st Dr
 Coral Springs, FL 33076
 Home : 954-445-2157
 Cust ID : 4640

1967 Pontiac - GTO - 400CI
 Lic # : BN2373 - FL
 VIN # :
 Hat # : 023

Print Date: 09/03/2015
 Odometer In : 80197
 Odometer Out : 80197

Part Description	Number	Qty	Sale	Ext	Labor Description	Extended
Selector Shaft Seal SO19		1.00	3.69	3.69	Check trans is still leaking.	105.00
Radiator three row rad		1.00	387.00	387.00	Check turn signals, right side does not cancel and left side does not light up on dash. Check moulding on drivers door window, loose.	84.00
Turn Signal Switch TV40		1.00	89.92	89.92	Check ignition switch housing turns.	0.00
Shop Supplies				30.00	Check car still runs hot. replace radiator with three row performance radiator Check ride height in front. Install new aluminum radiator.	0.00 0.00 157.50

Org. Estimate 0.00 Revisions 0.00 Current Estimate 0.00

Labor:	346.50
Parts:	510.61
Sub:	857.11
Tax:	51.43
Total:	908.54
Bal Due:	\$908.54

PLAINTIFF EXHIBIT

2

[Payments -]

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one year or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature _____ Date _____ Time _____
 by: OLSEN, MICHAEL - Technicians; Please Select, Technician; JONNE, WILLIAMS

Patriot Automotive
 2530 W Commercial Blvd
 Tamarac, FL 33309
 Phone: 954-990-7936 Fax: 954-990-8513

REVISION FOR ESTIMATE
 Number: 010519

Emiliano, Frank
 5674 NW 101st Dr
 Coral Springs, FL 33076
 Home: 954-445-2157

FLORIDA REGISTRATION: MV-89487
 _____ month/ _____ mile warranty on all parts and labor unless otherwise specified.

PROPOSED COMPLETION DATE: --
 Estimate Date / Time : 09/02/2015 4:30 PM

YMM : 1987 Pontiac - GTO - 400CI
 Lic #: BN2373 - FL Odometer In: 80,197
 Odometer Out: 80,197
 VIN #:

*U/Used R/Rebuilt RC/Reconditioned NC/No Chg/Warranty RD/Reduced

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
reconditioned cylinder head Pontiac	1.00	425.00	425.00	Cooling system building pressure found crack in one cylinder head necc. to replace one cylinder head remove other head and recondition head perform valve job	9.20	856.00
ch						
magnaflux check cylinder head perform valve job	1.00	290.00	290.00			
hr.						
upper engine gasket kit	1.00	64.50	64.50			
gs						
coolant	2.00	14.00	28.00			
Shop Supplies			30.00			
**** Taxes ****						
<Your Tax Rates						\$101.61>

A storage fee of \$ _____ per day may be applied to vehicles which are not claimed within 3 working days of notification of completion
 Parts/Supplies: 837.50 Labor: 856.00 HazMat/Fees: 0.00 Tax: 101.61 Total: \$ 1,795.11

ESTIMATE/DIAGNOSTIC FEE: \$ _____ /OR HOURLY AT \$ _____ PER HOUR

Save old parts Y N
 (Core may apply) Charges based on Payment Method Flat rate Hourly rate Both Cash Check Charge

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.

____ I REQUEST A WRITTEN ESTIMATE.

____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$ _____.

THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

____ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ DATE _____

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within _____ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise. Save all Parts. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

**This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.

***FS403.718 mandates a \$1.00 fee for each new tire sold in the State of Florida. ***FS403.7186 mandates a \$1.50 fee for each new or remanufactured battery sold in the State of Florida.

AUTHORIZE SERVICE TO BE PERFORMED, INCLUDING SUBLET WORK. I HAVE READ AND UNDERSTAND THE ABOVE ITEMS.

SIGNED: _____ DATE _____ TIME _____ am pm
 ALTERNATE PERSON TO AUTHORIZE SERVICE TO BE PERFORMED, INCLUDING SUBLET WORK:
 Name _____ Phone _____

Patriot Automotive
 2530 W Commercial Blvd
 Tamarac, FL 33309
 Phone: 954-990-7936 Fax: 954-990-8513

INVOICE
7615

MV-89487

INVOICE

Emiliano, Frank
 5674 NW 101st Dr
 Coral Springs, FL 33076
 Home : 954-445-2157
 Cust ID : 4640

1967 Pontiac - GTO - 400CI
 Lic #: BN2373 - FL
 VIN # :
 Hat # : 236

Print Date: 03/20/2015
 Odometer In : 80060
 Odometer Out : 80060

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
Distributor advance kit. DIST	1.00	16.35	16.35	Price for red piping for front seal.	0.00
Spark Plugs PLUGS	8.00	4.63	37.04	Check overheating. Coolant reservoir hose is disconnected.	0.00
New Holley Carburetor CARB	1.00	532.65	532.65	Check engine is sluggish, sputtering, no power. Check compression. Cold start is hard pump twice and still cranks for awhile.	0.00
Compu-Cam Camshaft and Lifters CAM	1.00	341.75	341.75	Right low beam inop.	0.00
Coolant Overflow Tank CT	1.00	94.66	94.66	Power seat motor runs but seat does not move.	0.00
Thermostat and Gasket TS	1.00	22.48	22.48	Remove distributor, replace advance springs and weights.	180.00
Fuel Filter 33033	1.00	13.88	13.88	Replace Carb and Tune to Car	90.00
Valve Cover Gaskets VS50005R	1.00	45.61	45.61	Replace spark plugs.	45.00
3/8 Fuel Line 630ST	1.00	12.36	12.36	Replace camshaft and lifters.	630.00
Pontiac Blue Engine Paint 36800802K	1.00	31.25	31.25	Replace Coolant Overflow Tank	45.00
New Oil Pump M54DS	1.00	144.04	144.04	Replace Thermostat and Gasket	45.00
Timing Cover Gasket/Seal Set TCS13383-3	1.00	48.96	48.96	Detail engine compartment, re-route vacuum line and wrap wire harnesses.	180.00
Remanufactured Crankshaft and Bearing Set 9489N	1.00	785.35	785.35	After car warmed up completely heard a knocking noise from bottom end of engine.	1890.00
Lucas Engine Break In Oil 10063	1.00	26.34	26.34	Removed engine and found gear oil in oil pan and all lower end bearings very worn and damaged crankshaft. Replaced crankshaft and all bearings.	
Distributor Rotor DR971	1.00	26.19	26.19		
Water Outlet Restrictors 63440	1.00	18.65	18.65		
Rear Main Bearing Oil Seal BS12173	1.00	18.75	18.75		
Oil Pan Gasket/Seal Set OS30191C3	1.00	33.53	33.53		
Exhaust Manifold Gasket Set MS9499SH	1.00	28.19	28.19		
Fuel Pump 40610	1.00	110.36	110.36		
Shop Supplies			30.00		

PAID
 VISA

PLAINTIFF EXHIBIT

4

Patriot Automotive
 2530 W Commercial Blvd
 Tamarac, FL 33309
 Phone: 954-990-7936 Fax: 954-990-8513

INVOICE
7615

MV-89487

INVOICE

Emiliano, Frank
 5674 NW 101st Dr
 Coral Springs, FL 33076
 Home : 954-445-2157
 Cust ID : 4640

1967 Pontiac - GTO - 400CI
 Lic # : BN2373 - FL

Print Date: 03/20/201

Odometer In : 8006C
 Odometer Out : 8006C

VIN # :
 Hat # : 236

Part Description / Number	Qty	Sal	Ext	Labor Description	Extendec
---------------------------	-----	-----	-----	-------------------	----------

(954)990-7936
 PATRIOT AUTOMOTIVE
 2530 W COMMERCIAL BLVD
 TAMARAC, FL 33309

03/20/2015 09:08:05
 MID: 000000003973458 TID: 06076999

CREDIT CARD
 VISA SALE

CAE1 XXXXXXXXXXXX8657
 Inv Of: 7615
 SEQ #: 0002
 Batch #: 000162
 Approval Code: 09321D
 Entry Method: Swiped
 Mode: Online

SALE AMOUNT \$5854.79

Thank you for your business!

CUSTOMER COPY

Org. Estimate 0.00 Revisions 2,427.34 Current Estimate 2,427.34

Revision # 1, Previous Estimate Amount 0.00, Additional Cost 2427.33, Revised Estimate: 2427.33, Parts \$1044.83 Labor: \$1215.00 Sublet: \$0.00 Taxes & Fees: \$167.4000 Authorized by - Emiliano, Frank, Date - 2/6/2015, Time - 3:45 PM, Initiated By - Shop, Written By - OLSEN, MICHAEL

Revision # 2, Previous Estimate Amount 2427.33, Additional Cost 0.01 Revised Estimate: 2427.34, Authorized by - Emiliano, Frank, Date - 2/6/2015, Time - 3:45 PM, Initiated By - Shop, Written By - OLSEN, MICHAEL

Labor: 3,105.0
 Parts: 2,418.3

Sub: 5,523.3
 Tax: 331.4
 Total: 5,854.7
 Bal Due: \$5,854.7

[Payments -]

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature _____

Written By: OLSEN, MICHAEL - Technicians : Please Select, Technician: JONNIE, ;

PLAINTEXT

Page 2 of 2

Time _____

Copyright (c) 2015 Mitchell Repair Information Company, LLC Invsrs 1.19

Patriot Automotive
 2530 W Commercial Blvd
 Tamarac, FL 33309
 Phone: 954-990-7936 Fax: 954-990-8513

INVOICE
 9273

MV-89487

INVOICE

Emiliano, Frank
 5674 NW 101st Dr
 Coral Springs, FL 33078
 Home : 954-445-2157
 Cust ID : 4640

Work Completed Date : 06/18/2015

1967 Pontiac - GTO - 400CI
 Lic #: BN2373 - FL

Print Date: 06/19/2015

Odometer In : 80160
 Odometer Out : 80160

VIN #:
 Hat #: 839

Part:Description / Number	Qty	Sale	Ext	Labor Description	Extended
Cooling Fan and Shroud Assembly 620520	1.00	92.63	92.63	Install new headers and gaskets.	315.00
Pull Tie Kit 2811240	1.00	11.25	11.25	Diagnose and replace defective power seat switch.	157.50
Power Seat Switch PSW	1.00	65.35	65.35	Check overheating.	135.00
Transmission Filter/Gasket/Seal Set ATK	1.00	32.15	32.15	Replaced dual cooling fans with higher CFM single fan and shroud.	
Automatic Transmission Fluid DEX	5.00	9.34	46.70	Check power steering fluid leak.	0.00
Exhaust Header Gaskets 1423	1.00	67.86	67.86	Check trans/oil leak.	105.00
New Prestolite Battery BATT	1.00	79.95	79.95	Replaced transmission filter and gasket.	
Oil Filter Adapter Gasket 13426	1.00	3.45	3.45	Check A/C vent in middle of dash, hose is loose.	0.00
New Starter 3696	1.00	89.16	89.16	Check for electrical draw, had to jump a few times.	19.95
New Ceramic Coated Exhaust Headers NH	1.00	645.65	645.65	Installed new battery.	
Monroe Max-Air Shocks-Includes Install Kit MA-702	1.00	132.61	132.61	Reposition wire in front of blower motor.	0.00
Remanufactured Alternator ALT	1.00	77.66	77.66	Repair exhaust, connect new headers to existing pipes.	175.00
Alternator Belt 15500DR	1.00	9.36	9.36	Drivers side outer mirror is loose.	0.00
				Install rear air shocks and air line kit.	210.00

PAID

Org: Est

(954)990-7936
 PATRIOT AUTOMOTIVE
 2530 W COMMERCIAL BLVD
 TAMARAC, FL 33309

9/2015
 : 00000003972458
 10:38:44
 TID: 06076999

CREDIT CARD
 VISA SALE

XXXXXXXXXXXXXXXXXXXX0429
 9273
 0006
 000243
 01G19D
 Swiped
 Online
 \$2619.50

PLAINT EXHIBIT

Thank you for your business!

CUSTOMER COPY

Labor:	942.45
Parts:	1,353.78
Sublet:	175.00
Sub:	2,471.23
Tax:	148.27
Total:	2,619.50
Bal Due:	\$2,619.50

employees permission to operate the car or truck herein described
 pledged on above car or truck to secure the amount of repairs
 in our shop & cannot exceed the original cost of repair.

[Payment
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Time

nation Company, LLC Invt#s 1.1815d

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

IN THE COURT OF COMMON PLEAS
CASE NO. 2016-CP-22-00215

STRAND CLASSIC RESTORATIONS,)

Defendant/Appellant)

v.)

FRANK EMILIANO,)

Plaintiff/Respondent)

MAGISTRATE'S RETURN ON APPEAL

Additional materials submitted to The Circuit Court in connection with the
referenced appeal:

1. Plaintiff's Trial Exhibits 1 through 6
2. Verdict Form
3. Answer of the Defendant
4. Notice of Jury Strike dated November 23, 2015 (1)
5. Notice of Jury Strike dated February 2, 2016 (3)
6. Jury Trial Demand

FILED
GEORGETOWN COUNTY, S.C.
2016 APR 13 PM 12:49
ALMA Y. WHITE
CLERK OF COURT

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

IN THE COURT OF COMMON PLEAS
CASE NO. 2016-CP-22-00215

STRAND CLASSIC RESTORATIONS,)

Defendant/Appellant)

v.)

FRANK EMILIANO,)

Plaintiff/Respondent)

MAGISTRATE'S RETURN ON APPEAL

The within Magistrate's Return on Appeal is hereby transmitted to the Circuit Court pursuant to Section 18-7-60, S. C. Code Ann., (2015) and Rule 75, SCRPC.

I. LIST OF WITNESSES CALLED

The Plaintiff called the following witnesses:

- a. Frank Joseph Emiliano
- b. Harold Emmanuel Bennett
- c. Michael Turner
- d. Phillip Bennicasa

The Defendant called the following witnesses:

- a. Chris Miller
- b. Michael Turner
- c. Thomas Henry Costa

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II. DESCRIPTION OF ALL PROCEEDINGS IN THE CASE

On May 18, 2015 the Plaintiff initiated Civil Action No. 2015-CV-22-105-0580, styled Frank Emiliano vs. Strand Classic Restorations, seeking damages for the alleged breach of an agreement to restore a 1967 Pontiac GTO automobile. On May 20, 2015 the Defendant was served with the Summons and Complaint. On June 23, 2015 the Defendant, represented by Mr. William S. Duncan, Esq., filed its Answer generally denying all of the Plaintiff's allegations. Although it appears the Answer was untimely, the Plaintiff made no motion to hold the Defendant in default.

On October 30, 2015 the Defendant made demand for a trial by jury.

Jury selection was originally scheduled for December 7, 2015 but Defense counsel was obliged to appear in another Court at that time. Jury selection was rescheduled for February 22, 2016 at which time a jury was selected. A jury trial was thereafter held on February 24, 2016.

Upon trial of the matter, it appeared from the Plaintiff's "List of Itemized Accounts" [sic] that he claimed damages exceeding the Magistrate Court's jurisdictional limit. The Plaintiff was examined by the Court and it was explained that if the Plaintiff wished to pursue all of his alleged damages he would need to bring the action in the Circuit Court, or waive his right to all sums above the Court's jurisdictional limit. The Plaintiff stated that he was fully aware of the jurisdictional limit of the Court and affirmatively waived all damages in excess of \$7,500.00.

The jury was brought in, sworn and given preliminary instructions by the Court. Each side then made an opening statement after which the presentation of evidence began.

III. SUMMARIES OF THE TESTIMONY GIVEN BY EACH WITNESS

FRANK JOSEPH EMILIANO. Mr. Emiliano testified that he is the owner of a 1967 Pontiac GTO which originally belonged to his father. Over the course of many years and changes of ownership, Mr. Emiliano became aware that it was available to purchase, and he did so prior to the events described herein. Mr. Emiliano testified the car had great sentimental value to him, that it had been custom ordered by his father and that it was not only the "family car" but was the car in which he first learned to drive.

In the spring of 2011 the Plaintiff began corresponding by telephone with the Defendant about restoring the car. He was told that, based solely on the telephone calls, the estimated cost to restore the car was about \$25,000.00 and would require about 4 to 6 months to complete. He testified he took a second job in order to pay for the restoration. In June, 2011 he shipped the car to the Defendant for restoration, to include all necessary body and mechanical work.

Mr. Emiliano testified that during the ensuing four (4) years he received six (6) calls from the Defendant to the effect that the car was "ready". In each case, except the last, Mr. Emiliano flew from his home in Florida to South Carolina to check on and retrieve his car. He testified that each trip cost him about \$300.00 for plane fare. In every case, he arrived to find the car was not ready i.e., it would not run or ran very poorly and/or that certain other details had been overlooked by the Defendant. In each case, he returned to Florida without his car. During one of these trips in June, 2013 a bolt from the engine compartment was thrown through the air during a test drive and shattered the windshield of the car behind it, owned by Mr. Phil Bennicasa, a witness for and friend of Mr. Emiliano.

Upon hearing from the Defendant for a sixth time in June, 2015 the Plaintiff sent Mr. Bennicasa to inspect the car. Mr. Bennicasa reported that it still was not running correctly. When asked by the Defendant to leave it again, Mr. Emiliano opted to have the car trailered back to Florida. In all, Mr. Emiliano testified that he paid the Defendant more than \$44,000.00 "for a car that didn't run".

Mr. Emiliano testified the day after the car arrived in Florida he took it to Patriot Automotive ("Patriot"). He testified about the work he had done by Patriot and referred to certain invoices he had paid for the work. At this point, counsel for the Defendant raised an objection concerning the invoices on the ground that they did not expressly indicate the work done was "corrective" in nature. Counsel conceded, however, there "was no reason to believe" the invoices did not in fact relate to the subject automobile. The Court thereupon advised Defense counsel that he was free to cross-examine Mr. Emiliano on this point, and that counsel could raise the matter in his closing argument, as well. **Motion denied.**

Mr. Emiliano repeated his testimony about the problems with the car until he took it to Patriot. He testified he paid Patriot "over \$11,000.00" for their work. Defense made no contemporaneous objection, to strike or otherwise, to this testimony. At this point, the Plaintiff formally sought to introduce the Patriot invoices (Plaintiff's Exhibits 1 through 6) into evidence, which were admitted over the renewed objection of the Defense.

Defense counsel cross-examined the Plaintiff on the issue of Patriot's website in which the Plaintiff's car was featured and described as "flawlessly restored, but needs engine work". Also, when asked by Defense counsel, the Plaintiff stated that he was not seeking the return of any of the sums he had paid to the Defendant, but only such funds

as he had to spend after getting his car back in order to complete details left undone by the Defendant and to get the car to run properly.

HAROLD EMMANUEL BENNETT. Mr. Bennett testified that he was permitted to work on his own car in the Defendant's premises and that while so doing he had the opportunity to observe the Plaintiff's car. He testified he saw the car left out in the rain and that it was not well cared for based on his personal observations.

The Defense had no questions for Mr. Bennett.

MICHAEL TURNER. Mr. Turner testified that he was/is an employee of the Defendant and was familiar with the subject car. Mr. Emiliano questioned him with reference to photographs of the camshaft as well as the crankshaft from the car. Mr. Turner testified that he could not tell whether the camshaft was "worn" due to the angle at which the picture had been taken. He testified that the crankshaft, however, was "scored", indicating wear. Mr. Turner also confirmed the testimony of Mr. Emiliano with respect to the five trips to Georgetown taken by the Plaintiff at the Defendant's suggestion.

The Defense did not cross examine Mr. Turner.

PHILLIP BENNICASA. Mr. Bennicasa testified that he was a long-time friend of the Plaintiff and agreed to act as his local contact for the work to be done at the Defendant's shop. He confirmed the Plaintiff's testimony regarding the multiple calls from the Defendant as well as the testimony regarding the shattering of his windshield by a bolt that was thrown from the subject car during the test drive in 2013.

The Defense did not cross examine this witness.

The Plaintiff rested its case, whereupon Defense counsel made a motion for a directed verdict as to all claims other than for mechanical work on the car. **Motion granted.**

CHRIS MILLER. Mr. Miller was the Defense's first witness and testified that was the office manager for the Defendant. He authenticated various business records of the Defendant concerning parts purchased and labor expended in the restoration effort. He testified that in some cases parts had to be reordered due to on-going problems that required re-ordering some parts. He testified that the engine of the car was never "replaced" but only rebuilt, and that it had been sent at one point to Simmons Balancing & Machine, Inc. in Charleston, South Carolina to try and correct a persistent overheating problem. He testified that he rode around the block in the car on one occasion and it "seemed to run fine".

On cross examination, Mr. Miller admitted that while he was driving the car on another occasion it overheated near Pawleys Island and had to be towed back to the shop. In answering a question put to him by the Court, Mr. Miller testified that he believed the Plaintiff had paid "about \$46,000.00" to the Defendant and that "about 200" hours of labor had been expended on the engine.

MIKE TURNER. Mr. Turner is an employee of the Defendant and at the time of trial had worked there for about 5 years. During that time, he testified that he had rebuilt between 12 and 20 engines. He testified about his extensive educational background in mechanics, graduating at the top of several of his classes while receiving training as a Marine and later when attending North Carolina Tech.

Mr. Turner testified, however, that he did not rebuild the Plaintiff's engine since by the time he went to work for the Defendant the engine had already been reassembled. He conceded that the car "always had problems" but that it was "running as it should" when it was shipped back to Florida in June, 2015.

Defense counsel examined Mr. Turner extensively with respect to many of the charges on the Patriot invoices and in nearly every instance Mr. Turner testified that he could not understand why this or that part or procedure had been purchased or undertaken. When asked directly whether, in his opinion, any of the charges on the Patriot invoices reflected work made necessary by any fault of the Defendant, he responded that with a few minor exceptions, there were no such charges.

On further direct examination concerning the Patriot invoices, Mr. Turner testified that it appeared the Plaintiff was merely upgrading his car to "make is faster".

Regarding a notation on one of the Patriot invoices regarding a "cracked head", Mr. Turner testified that the Defendant had never made any such discovery, but that it certainly would explain the persistent overheating problem.

On cross examination, the Patriot invoices were used to show that less than 100 miles had been put on the car between the date it had been shipped back to Florida and the date it had been released to the Plaintiff by Patriot.

THOMAS HENRY COSTA. Mr. Costa testified that he is the owner of the Defendant and that he had been in business for many years, had restored many cars, including a fair number of GTO's. He explained the efforts of both the Plaintiff and the Defendant in trying to accomplish a restoration where "the numbers matched", a reference to using as many of the original parts as possible. He testified that in his opinion, Patriot had actually decreased the value of the car by using new parts that would not have matching numbers.

Mr. Costa testified that his company had afforded the Plaintiff discounts of about \$25,000.00, not including having charged a reduced hourly labor rate of \$65.00 rather

than the usual rate of \$82.50. As a result, he testified that the engine essentially had been rebuilt "on our own dime".


The Plaintiff did not cross examine this witness.

At this point the Defense raised standard post-trial motions and/or renewed its motion for a directed verdict as to all claims. All post-trial motions were denied and, after charges on the law governing contracts and damages in general, together with the standard charges, the matter was given to the jury for deliberation.

IV. THE JUDGMENT

On February 24, 2016, after hearing all of the evidence in the case, a jury consisting of 6 jurors returned a verdict for the Plaintiff in the amount of \$7,500.00. There were no post-verdict motions from either party.

Respectfully submitted,


John C. Benso
Magistrate for Georgetown County
Murrells Inlet District

Pawleys Island, South Carolina
This 13 day of April, 2016

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State of South Carolina) Court of Common Pleas
County of Georgetown) 2016-CP-22-00215

Strand Classics)
Restorations)
vs.) Transcript of Record
Frank Emiliano)

May 19, 2016
Georgetown, South Carolina

BEFORE:

Honorable Kristi Lea Harrington, Judge.

APPEARANCES:

William S. Duncan, Esq.
Attorney for the Plaintiff

Frank Emiliano
Pro Se Defendant

Teresa J. F. Bautz, RPR
Official Court Reporter

E X H I B I T S

1	NO.	DESCRIPTION	ID	EV
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3		No exhibits submitted.		
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1 (The hearing commenced at approximately
2 10:12 a.m.).

3 THE CLERK: 2016-CP-22-00215, Strand Classic
4 Restorations versus Frank Emiliano.

5 THE COURT: Counsel, state your name for the
6 record and the party you represent.

7 MR. DUNCAN: Good morning, Your Honor. My name is
8 Bill Duncan, and I represent Strand Classics as well as
9 Ray Fischer in my office.

10 THE COURT: Okay. And what you doing here today?

11 MR. DUNCAN: We are the appellant in this case,
12 that's a magistrate appeal.

13 THE COURT: Okay. What are you doing here today;
14 a magistrate's appeal?

15 MR. DUNCAN: Yes, ma'am. Your Honor, if I could
16 approach.

17 MR. FISCHER: And a copy of our brief and the
18 records and some case law.

19 THE COURT: What are you asking me to do?

20 MR. DUNCAN: Your Honor, we're asking you to set
21 aside the judgment against my client, Strand Classic
22 Restorations. This is a case where my client had done
23 a full restoration on the vehicle, including the body
24 and the engines. After the vehicle was done, it was
25 shipped down to Florida.

1 Sometime thereafter we were provided with the
2 lawsuit saying that they had found the work defective
3 and that they had the engine rebuilt. At the trial and
4 looking under tab one, as Exhibits 25 through 30, six
5 pages, it provides in there the bills from the shop
6 down in Florida that in fact did the work. And it
7 stated in there specifically what work was performed at
8 that time that --

9 THE COURT: And so you are objecting, you think
10 the magistrate erred as a matter of law by admitting
11 those exhibits?

12 MR. DUNCAN: Exactly. It's under Rule 802 and
13 under 803 and under 804 of the State rules, it provides
14 that for these documents to come in, they would need to
15 be under one of the exceptions. The only one that was
16 closest to it is under 803.6 under the State statute
17 19-5-510 for business records, but there was no
18 foundation laid that these were kept in the ordinary
19 course of business and so forth.

20 THE COURT: All right.

21 MR. DUNCAN: So what you end up with is you end up
22 with --

23 THE COURT: Let me stop you there. Is there
24 anything else that's not contained in here that I need
25 to know?

1 MR. DUNCAN: No, ma'am.

2 THE COURT: All right. Take the matter under
3 advisement, will review what you gave me. I'll issue
4 my order, try to get it done by today. Good luck to
5 you. Thank you.

6 MR. DUNCAN: Thank you.

7 (The hearing concluded at approximately
8 10:15 a.m.)

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RECEIVED
OCT 12 2016
SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Georgetown, SC
October 4, 2016



Raymond C. Fischer
Law offices of William Stuart Duncan, PA
PO Box 736
Georgetown, SC 29442
843-546-1212
Attorneys for Appellant