

8

STATE OF SOUTH CAROLINA
IN THE
COURT OF APPEALS

Appeal from the Court of Common Pleas
For Lancaster County
Honorable Brian M. Gibbons, Circuit Judge
Civil Action No.: 2014-CP-29-00065

RECEIVED

AUG 12 2016

SC Court of Appeals

RECEIVED

AUG 22 2016

SC Court of Appeals
Appellant

Founders Federal Credit Union,

v.

Sharon T. Irving and The Auto Shop,

Respondents.

RECORD ON APPEAL

Kyle A. Brannon, Esq.

Suzanne Taylor Graham Grigg, Esquire NEXSEN PRUET, LLC 1230 Main Street, Suite 700 Columbia, South Carolina 29201 Telephone: (803) 540-2114 Telecopier: (803) 727-1440 E-Mail: <u>SGrigg@nexsenpruet.com</u> <i>Attorney for the Appellant</i>	The Auto Shop c/o Steven D. Bowers 2575 Cane Mill Road Lancaster, SC 29720 <i>Respondent</i>
	Sharon T. Irving 4401 Berth Lane Heath Springs, SC 29058 <i>Respondent</i>

STATE OF SOUTH CAROLINA
IN THE
COURT OF APPEALS

Appeal from the Court of Common Pleas
For Lancaster County
Honorable Brian M. Gibbons, Circuit Judge
Civil Action No.: 2014-CP-29-00065

RECEIVED
AUG 12 2016
SC Court of Appeals

Founders Federal Credit Union,

Appellant,

v.

Sharon T. Irving and The Auto Shop,

Respondents.

RECORD ON APPEAL

Suzanne Taylor Graham Grigg, Esquire NEXSEN PRUET, LLC 1230 Main Street, Suite 700 Columbia, South Carolina 29201 Telephone: (803) 540-2114 Telecopier: (803) 727-1440 E-Mail: <u>SGrigg@nexsenpruet.com</u> <i>Attorney for the Appellant</i>	The Auto Shop c/o Steven D. Bowers 2575 Cane Mill Road Lancaster, SC 29720 <i>Respondent</i>
	Sharon T. Irving 4401 Berth Lane Heath Springs, SC 29058 <i>Respondent</i>

INDEX TO RECORD ON APPEAL

I. ORDERS

Order and Judgment on the merits of the causes of action brought by Founders issued by the Honorable Brian M. Gibbons, Circuit Judge, dated November 11, 2014, and filed November 20, 2014 2

Form 4 Judgment in a Civil Case denying Founders' Motion to Reconsider dated November 30, 2015, and filed November 30, 2015.....10

II. PLEADINGS

Appellant's Complaint dated January 16, 2014, and filed January 21, 2014.....12

The Auto Shop's Answer dated March 6, 2014, and filed March 13, 2014.....27

Appellant's Motion to Reconsider, Alter or Amend Order dated November 18, 2014, and filed November 20, 2014.....30

III. TRANSCRIPTS

Transcript of trial conducted on October 27, 2014, before the Honorable Brian M. Gibbons, Circuit Judge.....34

Transcript of hearing on Founders' Motion to Reconsider conducted on November 30, 2015, before the Honorable Brian M. Gibbons, Circuit Judge.....79

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2014 CP-29-00065

Founders Federal Credit Union

Sharon T. Irving

PLAINTIFF(S)

The Auto Shop

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ 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

Judge Code

Date

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.



FILED
OFFICE OF CLERK
OF COURT
2014 NOV 20 AM 11:43
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

A handwritten signature in black ink, appearing to be "S. 3", is located at the bottom right of the page.

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.

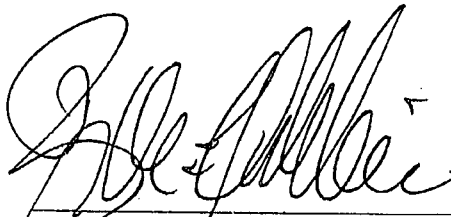
18. I further find that the notification requirement in S.C. Code Ann. § 29-15-10(B) shall be construed broadly, and the electronic mail notification sent by Defendant Auto Shop to Plaintiff on September 19, 2013, satisfies the notification requirement under S.C. Code Ann. § 29-15-10(B).

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.

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.

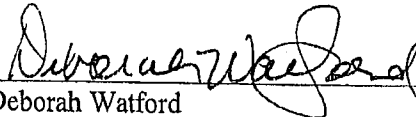
Sharon T. Irving
4401 Berth Lane
Heath Springs, SC 29058

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

FILED
OFFICE OF CLERK
OF COURT
CLERK OF COURT
LANCASTER, SC

2014 NOV 20 AM 11:43


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

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER
IN THE COURT OF COMMON PLEASJUDGMENT IN A CIVIL CASE
CASE NUMBER **2014CP2900065**Founders Federal Credit
Union

Sharon T Irving

The Auto Shop c/o Bruce
Bowers

Derrek Bowers

The Auto Shop

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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 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: *motion for reconsideration is denied.*

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)

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

2168
Judge Code

11/30/2015

Date

CPFORM4Cm
SOCA SCRPC Form 4C (Revised 3/2013)

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)

Court Reporter

Jeff Hammond
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.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

Founders Federal Credit Union,

Plaintiff(s)

vs.

Sharon T. Irving and The Auto Shop,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2014-CP-29 - 00065

Submitted By: Kyle A. Brannon
Address: P. O. Box 2426, Columbia, SC 29202

SC Bar #: 100550
Telephone #: 803-771-8900
Fax #: 803-253-8277
Other:
E-mail: kbrannon@nexsenpruet.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|---|
| Contracts | Torts - Professional Malpractice | Torts - Personal Injury | Real Property |
| ☐ Constructions (100) | ☐ Dental Malpractice (200) | ☐ Assault/Slander/Libel (300) | ☐ Claim & Delivery (400) |
| ☒ Debt Collection (110) | ☐ Legal Malpractice (210) | ☐ Conversion (310) | ☐ Condemnation (410) |
| ☐ Employment (120) | ☐ Medical Malpractice (220) | ☐ Motor Vehicle Accident (320) | ☐ Foreclosure (420) |
| ☐ General (130) | Previous Notice of Intent Case # | ☐ Premises Liability (330) | ☐ Mechanic's Lien (430) |
| ☐ Breach of Contract (140) | 20 -CP- | ☐ Products Liability (340) | ☐ Partition (440) |
| ☐ Other (199) | ☐ Notice/ File Med Mal (230) | ☐ Personal Injury (350) | ☐ Possession (450) |
| | ☐ Other (299) | ☐ Wrongful Death (360) | ☐ Building Code Violation (460) |
| | | ☐ Other (399) | ☐ Other (499) |
| Inmate Petitions | Administrative Law/Relief | Judgments/Settlements | Appeals |
| ☐ PCR (500) | ☐ Reinstate Drv. License (800) | ☐ Death Settlement (700) | ☐ Arbitration (900) |
| ☐ Mandamus (520) | ☐ Judicial Review (810) | ☐ Foreign Judgment (710) | ☐ Magistrate-Civil (910) |
| ☐ Habeas Corpus (530) | ☐ Relief (820) | ☐ Magistrate's Judgment (720) | ☐ Magistrate-Criminal (920) |
| ☐ Other (599) | ☐ Permanent Injunction (830) | ☐ Minor Settlement (730) | ☐ Municipal (930) |
| | ☐ Forfeiture-Petition (840) | ☐ Transcript Judgment (740) | ☐ Probate Court (940) |
| | ☐ Forfeiture-Consent Order (850) | ☐ Lis Pendens (750) | ☐ SCDOT (950) |
| | ☐ Other (899) | ☐ Transfer of Structured Settlement Payment Rights Application (760) | ☐ Worker's Comp (960) |
| Special/Complex/Other | | ☐ Confession of Judgment (770) | ☐ Zoning Board (970) |
| ☐ Environmental (600) | ☐ Pharmaceuticals (630) | ☐ Petition for Workers Compensation Settlement Approval (780) | ☐ Public Service Comm. (990) |
| ☐ Automobile Arb. (610) | ☐ Unfair Trade Practices (640) | ☐ Other (799) | ☐ Employment Security Comm (991) |
| ☐ Medical (620) | ☐ Out-of State Depositions (650) | | |
| ☐ Other (699) | ☐ Motion to Quash Subpoena in an Out-of-County Action (660) | | |
| | ☐ Sexual Predator (510) | | |

Submitting Party Signature: Kyle A. Brannon

Date: January 16, 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, 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

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

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

IN THE CIRCUIT COURT

CASE NO. 2013-CP-29- 000 65

Founders Federal Credit Union,

Plaintiff,

vs.

Sharon T. Irving and The Auto Shop,

Defendants.

SUMMONS

**(Debt Collection)
(Claim and Delivery and Foreclosure of
Security Interest)
(Non-Jury)**

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers at their offices located at 1230 Main Street, Suite 700, Columbia, South Carolina 29201 within thirty (30) days after the date of such service, exclusive of the day of service; and if you fail to answer the said Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

Kyle A. Brannon
Suzanne Taylor Graham Grigg
Kyle A. Brannon
NEXSEN PRUET, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202
Phone: (803) 771-8900
Facsimile: (803) 253-8277

2014 JAN 21 AM 11:54
CLERK OF COURT
LANCASTER, SC

January 16, 2014

Attorneys for Plaintiff Founders Federal Credit Union

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE CIRCUIT COURT

CASE NO. 2013-CP-29- 00065

Founders Federal Credit Union,

Plaintiff,

vs.

Sharon T. Irving and The Auto Shop,

Defendants.

COMPLAINT

**(Debt Collection)
(Claim and Delivery and Foreclosure of
Security Interest)
(Non-Jury)**

Plaintiff Founders Federal Credit Union ("FFCU"), by and through its undersigned attorney, hereby alleges and states its complaint against Defendant The Auto Shop ("Defendant Auto Shop") and Defendant Sharon T. Irving ("Defendant Irving") (collectively, hereinafter, Defendant Auto Shop and Defendant Irving will be referred to as the "Defendants"), as follows:

1. FFCU is a federal credit union, organized and existing under the laws of the United States of America, and doing business in Lancaster County, South Carolina.
2. Upon information and belief, Defendant Irving is a resident of Lancaster County, South Carolina.
3. Upon information and belief, Defendant Auto Shop is an unincorporated business doing business in Lancaster County.
4. FFCU is informed and believes that the personal property described herein which is the subject of this action, is presently located in Lancaster County, South Carolina.
5. The Court has personal jurisdiction over the parties, subject matter jurisdiction over this matter, and venue is proper in this Court.

6. THIS IS AN ATTEMPT TO COLLECT A CONSUMER DEBT OWED BY DEFENDANT IRVING TO FFCU AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. FURTHER, THE NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT IS ATTACHED HERETO AS "EXHIBIT A".

7. On or about January 24, 2013, Defendant Irving executed that certain Security Agreement and Advance Receipt under Account No. ****81-30 (the "Note") in the original principal amount of Nineteen Thousand Five Hundred Seventy-Three and 00/100 dollars (\$19,573.00), secured by that certain 2007 Lexus GS350 automobile VIN # JTHBE96S570012791 (the "Lexus"). A copy of the [redacted] Note is attached hereto as "Exhibit B", and incorporated herein by reference.

8. The Note further provides that Defendant Irving shall pay FFCU for all reasonable attorneys' fees and legal expenses FFCU incurs in connection with disposition of the Lexus.

9. FFCU perfected its security interest in the Lexus by recording its lien on the face of the Lexus' certificate of title (the "Title"). A copy of the Title is attached hereto as "Exhibit C", and incorporated herein by reference.

10. FFCU holds a first lien on the Lexus, as denoted on the Title.

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

12. The obligations of Defendant Irving under the terms and conditions of the Note are in default, and FFCU has accelerated payment of the debt due under the Note.

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

14. In addition, upon information and belief, the Lexus was involved in an accident in or around July 2013.

15. After the accident, the Lexus was transported to Defendant Auto Shop.

16. Upon information and belief, Defendant Auto Shop is currently in possession of the Lexus.

FOR A FIRST CAUSE OF ACTION
(Debt Collection)
(Against Defendant Irving)

17. The allegations of the preceding paragraphs are realleged and incorporated herein as if restated verbatim.

18. There is now due and owing to FFCU under the Note, as of December 11, 2013, the amount of Twenty-One Thousand Seven Hundred Sixty-Four and 39/100 Dollars (\$21,764.39) of principal, accrued interest, and late fees.

19. FFCU is lawfully entitled to judgment against Defendant Irving in an amount to include the outstanding balance of the indebtedness of \$21,764.39 as of December 11, 2013, plus later accrued interest at the contract rate of 7.50% per annum until the date of the judgment, late charges and attorneys' fees and expenses as allowed by the Note.

20. Upon entry, the judgment will continue to accrue interest at the contract rate of interest until paid in full.

FOR A SECOND CAUSE OF ACTION
(Claim and Delivery and Foreclosure of Security Interest)
(Against Defendant Auto Shop and Defendant Irving)

21. The allegations of the preceding paragraphs are realleged and incorporated herein as if restated verbatim.

22. FFCU is informed and believes that Defendant Auto Shop is now in control and possession of the Lexus.

23. Defendant Auto Shop continues to have possession of the Lexus without FFCU receiving compensation for such possession, and the value of the Lexus continues to depreciate during such time, without compensation to FFCU.

24. FFCU has attempted to obtain possession of the Lexus from Defendant Auto Shop through several communications, but Defendant Auto Shop has been unwilling to relinquish possession of the Lexus to FFCU. FFCU is informed and believes that its only recourse to recover the Lexus is through this state court action.

25. Accordingly, FFCU is informed and believes that it is lawfully entitled to possession of the Lexus by virtue of its perfected security interest in the Lexus, with the net proceeds realized from the sale or disposition of the Lexus to be applied toward payment of the indebtedness due and owing by Defendant Irving to FFCU on the Note.

26. Furthermore, to the extent Defendant Irving is currently in possession of the Lexus, FFCU is informed and believes that it is lawfully entitled to possession of the Lexus by virtue of its perfected security interest in the Lexus.

27. In addition, to the extent Defendant Irving or Defendant Auto Shop claim any interest in the Lexus, FFCU is lawfully entitled to foreclose its security interest in the Lexus.

28. FFCU is informed and believes that it is entitled to have the Lexus seized by the Sheriff of Lancaster County, South Carolina, and placed in the hands of FFCU, or one of its agents or assigns, to be disposed of in a commercially reasonable manner.

WHEREFORE, FFCU prays that the Court:

(a) grant FFCU judgment against Defendant Irving in the amount of \$21,764.39, plus interest at the contract rate and other charges accruing after December 11, 2013, and reasonable attorneys' fees and other legal costs as allowed by the Note;

(b) grant FFCU a judgment of foreclosure of its security interest in the Lexus against Defendant Irving and Defendant Auto Shop;

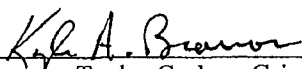
(c) restrain and enjoin Defendant Auto Shop, Defendant Irving and/or any other party in possession of the Lexus from damaging, destroying, disposing of, or using so as to substantially impair the value of the Lexus during the pendency of this action or until further order of the Court;

(d) order that FFCU is entitled to possession of the Lexus pursuant to S.C. Code Ann. § 15-69-10 et. seq., as against Defendant Auto Shop, Defendant Irving and/or any other party in possession of the Lexus;

(e) order that Defendant Auto Shop and/or Defendant Irving turn over the Lexus to FFCU, and should the Defendant Auto Shop or Defendant Irving fail to do so, order that the Sheriff of Lancaster County take possession of the Lexus and place FFCU in possession and control of the Lexus;

(f) order that FFCU has the right to dispose of the Lexus in a commercially reasonable manner, as provided by law, with the net proceeds realized from the sale or disposition of the Lexus to be applied toward payment of the indebtedness due and owing to FFCU on the Note; and,

(g) grant such other and further relief as the Court deems just and proper.



Suzanne Taylor Graham Grigg
Kyle A. Brannon
NEXSEN PRUET, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202
Phone: (803) 771-8900
Facsimile: (803) 253-8277

Attorneys for Plaintiff Founders Federal Credit Union

January 16, 2014

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE CIRCUIT COURT

Founders Federal Credit Union,

Case No. 2013-CP-29- 00065

Plaintiff,

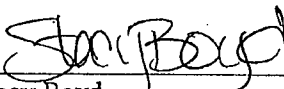
VERIFICATION

vs.

Sharon T. Irving and The Auto Shop,

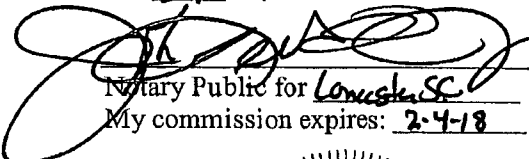
Defendants.

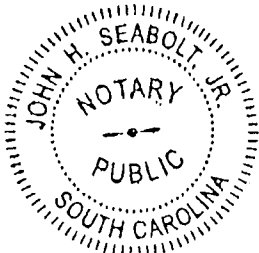
Personally appeared before me, Stacy Boyd, who, being duly sworn, says that she is the Judgment/Probate Coordinator for Founders Federal Credit Union, the Plaintiff in the foregoing action; that she has read the foregoing Verified Complaint; that the statements contained therein are true to the best of her knowledge except those stated to be based upon information and belief, as to which she believes such matters to be true.



Stacy Boyd
Judgment/Probate Coordinator

SWORN and subscribed to before me
this 31st day of December 2013

 (L.S.)
Notary Public for Lancaster, SC
My commission expires: 2-4-18



FILED
2014 JAN 21 AM 11:54
CLERK OF COURT
LANCASTER, SC

EXHIBIT A
NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT (THE ACT)
15 U.S.C. §§ 1692g, AS AMENDED

1. The full amount owed on the aforementioned account that is owed to Founders Federal Credit Union ("FFCU") is \$21,764.39 as of December 11, 2013. Additionally, FCCU is entitled to costs of litigation, costs of collection and attorneys' fees.

2. The debt owed to FCCU, the creditor in this action, was incurred as a result of valuable consideration in the form of a loan provided to Sharon T. Irving for the purchase of a 2007 Lexus GS350 automobile.

3. The debt described herein will be assumed to be valid by this law firm, unless you, the debtor, within thirty (30) days after receipt of this Notice, dispute the validity of the debt, or any portion thereof.

4. If you, the debtor, notify this law firm in writing within thirty (30) days of the receipt of this Notice, that the debt or any portion thereof is disputed, this law firm will obtain for you a verification of the debt and a copy of such verification will be mailed to you by this law firm.

5. Further, upon your written request within thirty (30) days of the receipt of this Notice, this law firm will provide you the name and address of the original creditor, if different from the current creditor.

6. Written requests should be addressed to:

Kyle A. Brannon, Esquire
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202
(803) 540-2168



Founders Federal Credit Union
737 Plantation Rd.
Lancaster, SC 29720
(800) 845-1614

SECURITY AGREEMENT AND
ADVANCE RECEIPT

BORROWER'S/OWNER'S NAME AND ADDRESS Sharon Thompson Irving	DATE 01/24/2013
CO-BORROWER'S/OWNER'S NAME AND ADDRESS	ACCOUNT NUMBER 81-30
NON-BORROWER OWNER'S NAME	

SECURITY INFORMATION

THE FOLLOWING PROPERTY IS GIVEN AS COLLATERAL TO SECURE THE DEBT DESCRIBED HEREIN. THE ADVANCE IS ALSO SECURED BY BORROWER'S SHARES, ALL PROPERTY SECURING OTHER PLAN ADVANCES AND LOANS RECEIVED IN THE PAST OR IN THE FUTURE:

SHARES PLEGDED:	ACCOUNT NUMBER	AMOUNT	ACCOUNT NUMBER	AMOUNT
	ACCOUNT NUMBER	AMOUNT	ACCOUNT NUMBER	AMOUNT
	ACCOUNT NUMBER	AMOUNT	ACCOUNT NUMBER	AMOUNT
MOTOR VEHICLES:	YEAR 2007	MAKE Lexus	MODEL Gs350	BODY TYPE 4D
	VALUE \$ 22,175.00			SERIAL NUMBER OR VIN JTHBE98S570012791
	YEAR	MAKE	MODEL	AMOUNT OF LIEN (TOTAL OF PAYMENTS) \$ 19,573.00
	VALUE \$			SERIAL NUMBER OR VIN
OTHER COLLATERAL:				AMOUNT OF LIEN (TOTAL OF PAYMENTS) \$
				AMOUNT OF LIEN (TOTAL OF PAYMENTS) \$

CREDIT INFORMATION

ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate. 7.5000 %	FINANCE CHARGE: The dollar amount the credit will cost you. \$ 3,811.97	Amount Financed: The amount of credit provided to you or on your behalf. \$ 19,573.00	Total of Payments: The amount you will have paid after you have made all payments as scheduled. \$ 23,384.97
--	---	---	--

☐ ***Share/Certificate Secured:** If checked, this is a share or certificate secured loan and the Annual Percentage Rate for share/certificate secured advances will be the dividend rate being paid on share/certificate(s) offered as security (index) plus a margin of ____%. If there is an existing balance on the date of the new advance, the existing balance will be added to the new advance and the entire balance will be at the new APR. The APR shall be subject to an increase or decrease at the time the dividend rate on your pledged shares/certificate(s) changes. Share dividend rate changes shall be at the sole discretion of Founders Federal Credit Union. The certificate must be renewed until the advance is completely paid. Any increase will take the form of higher payment amounts. EXAMPLE: If your loan was \$10,000 at 6% for 120 months and the rate increased to 6.50% after 3 years, your monthly payment would increase by \$1.83.

☐ ***Prime Rate:** If checked, the Annual Percentage Rate disclosed above may increase or decrease during the term of this transaction if the highest rate of interest identified as the 'Prime Rate' in the 'Money Rates' column of the Wall Street Journal increases or decreases. The Annual Percentage Rate will be equal to the Prime Rate plus a margin of ____%. Rates can change annually on the anniversary of the loan date following a change in the Prime Rate. Any increase will take the form of higher payment amounts. EXAMPLE: If your loan was \$10,000 at 6% for 120 months and the rate increased to 6.25% after 3 years, your monthly payment would increase by \$0.91.

Your payment schedule will be:

NUMBER OF PAYMENTS 117	AMOUNT OF PAYMENTS \$ 200.00	WHEN PAYMENTS ARE DUE 02/07/2013 Semi-Monthly
---------------------------	---------------------------------	---

Security: You are giving a security interest in your shares and deposits in the credit union, as well as the collateral described below. Collateral for other loans with us will also secure this loan, except for your home and household goods.

Late Charges: If a payment is received more than 15 days after the due date, you will be charged 5% of the scheduled payment amount on each said installment subject to a minimum of \$5.00 and a maximum of \$25.00

Filing Fees:
\$

Property Insurance: You may obtain property insurance from anyone you want that is acceptable to us. If you do not obtain property insurance we will obtain it at your cost.

Required Deposit Balance: The Annual Percentage Rate does not take into account your required deposit balance.

Prepayment: If you pay off early, you will not have to pay a penalty. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

e means estimate.

ITEMIZATION OF AMOUNT FINANCED OF AMOUNT GIVEN TO YOU DIRECTLY AMOUNT PAID ON YOUR ACCOUNT PREPAID FINANCE CHARGE	\$ 19,573.00 \$ 18,340.00 \$ 0.00 \$	Amount Paid to Others on Your Behalf (Describe) GAP (a portion will be retained by us) \$ 350.00	Title Fees \$ 45.00	Repair Agreement \$ 874.00	Carfax \$ 9.00
--	---	--	------------------------	-------------------------------	-------------------

EXHIBIT

B

R 023

BORROWER'S NAME
Sharon Thompson Irving

ACCOUNT NUMBER
81-30

Debt Protection: Thank you for purchasing optional debt protection on your Consumer Lending Plan. The Total Estimated Fee for this loan is \$0.00, and is included in the payment schedule disclosed on page 1 of this document. We will retain a portion of this amount.

By signing below, Borrower agrees to abide by the terms of the Credit Agreement and all owners GRANT TO THE CREDIT UNION A SECURITY INTEREST IN THE PROPERTY DESCRIBED ABOVE and agree to abide by the terms of the Security Agreement. This pledge of security is governed by the attached Security Agreement. Property given as security for this loan or for any other loan will secure all amounts I owe the Credit Union now and in the future. This includes a security interest in all my shares in the Credit Union. However, for purposes of this advance, the Credit Union specifically waives any security interest it may have in my dwelling as explained in the Security Agreement. Non-purchase money household goods will not secure future advances. By signing below, Non-Borrower Owner agrees to abide by the terms of the Security Agreement and grants to the Credit Union a security interest in the property described above.

NOTICE TO CONSUMER: THIS IS A CONSUMER CREDIT TRANSACTION. (A) DO NOT SIGN ANYTHING BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (C) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT.

☐ BORROWER/OWNER	☐ NON-BORROWER/OWNER	DATE
X	Sharon J Irving	1/24/13
☐ BORROWER/OWNER	☐ NON-BORROWER/OWNER	DATE
X		

☐ BORROWER/OWNER	☐ NON-BORROWER/OWNER	DATE
X		
SECURED PARTY SIGNATURE (IF REQUIRED)		DATE
X [Signature]		1/24/13

☐ CONSUMER'S CLAIMS AND DEFENSES NOTICE - IF CHECKED, SEE NOTICE BELOW

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

BORROWER'S NAME
Sharon Thompson Irving

ACCOUNT NUMBER
81-30

"YOU" OR "YOURS" MEANS EACH PERSON WHO SIGNED THIS SECURITY AGREEMENT ON PAGE 1. "WE" OR "OURS" MEAN THE CREDIT UNION NAMED ON PAGE 1 OF THIS SECURITY AGREEMENT. "BORROWER" MEANS THE BORROWER NAMED ON PAGE 1 OF THIS SECURITY AGREEMENT.

SECURITY AGREEMENT

Security Interest; Description of Collateral: By signing this Security Agreement, and/or by accessing, using, or otherwise accepting any funds, accounts or services under Borrower's Consumer Lending Plan, you grant us a security interest in all goods, property, or other items purchased under this Plan (hereinafter referred to as "Collateral") either now or in the future, or in any other property given in connection with the Plan. Any required description of the Collateral shall appear on the Advance Receipt or similar document and is hereby incorporated by reference. The security interest includes all increases, substitutions and additions to the Collateral, proceeds from any insurance on the Collateral and all earnings received from the Collateral. The security interest also includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the Advance or any extensions, renewals or refinancing of the Advance. If the value of the Collateral declines, you promise to give us more security if asked to do so. You also agree to abide by the terms of the Security Agreement and any Advance Receipt or similar document.

Protecting the Security Interest: You shall take any steps necessary for us to perfect our security interest in the Collateral. If asked to do so, you shall sign a financing statement or similar instrument to perfect our security interest and/or to protect our security interest from the claims of others.

Use and Maintenance of Collateral: Until the advance has been paid in full, you agree to (1) use the Collateral carefully and for the purpose it was intended and keep it in good repair; (2) Obtain our written permission before making material changes to the Collateral or changing the address where the Collateral is kept; (3) allow us to inspect the Collateral; (4) Promptly notify us if the Collateral is damaged, stolen or abused; (5) Not use the Collateral for any unlawful purpose; (6) pay all taxes, assessments and liens regarding the Collateral.

Notices: We may meet all requirements for sending you notice of any kind if we send it to you via United States mail, at your last given address. We may also meet this requirement by delivering these notices to you electronically if you have agreed to receive notices by electronic means.

CONSENSUAL PLEDGE OF SHARES; Consensual Lien; Statutory Lien; Right to Set-off; Administrative Freeze: By signing this Security Agreement, you grant us, and we impress, a lien on your shares in the Credit Union. We also have similar statutory lien rights in your shares under the Federal Credit Union Act and/or applicable state law, as well as the common law right to set-off and administrative freeze. "Shares" and "share accounts" means any and all funds, regardless of the source of those funds, in any joint or individual account held and whether your obligation under the account(s) is direct, indirect, contingent or secondary and whether held now or in the future. Your pledge and our lien rights do not include any IRA, Keogh or other account which would lose special tax treatment if pledged, or any irrevocable trust or fiduciary account in which you do not have vested ownership interest.

If you default, we may apply the funds in your share accounts to any obligations you owe us, without any legal process, court proceeding or any notice to any owner of the affected share accounts, unless applicable law so requires. You specifically agree that we have the right to place an administrative freeze on any of your share accounts subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. These rights are multiple and we can exercise one or all of them.

Additional Advances: Any additional advances made by us for the payment of taxes or assessments or liens of any kind, or premiums on insurance and the interest owing thereon shall also be secured by this agreement. Such amounts shall be added to Borrower's loan balance and the minimum payment due shall be increased or your loan term extended accordingly.

Disposition of Collateral: If a default under the Plan occurs, we may repossess and sell the Collateral in a lawful manner. In such case, you will at our request assemble the Collateral and make it available to us at a place of our choosing, or we may enter the premises where the Collateral is kept and take possession, subject to applicable law. We may also render the Collateral unusable. If we decide to sell the Collateral at a public sale, private sale, or otherwise dispose of the Collateral, we will provide reasonable notice if required by law and will otherwise comply with applicable state law. If we sell or otherwise dispose of the Collateral we may collect from you reasonable expenses incurred in the retaking, holding and preparing the Collateral for and arranging the sale of the Collateral, as well as any deficiency balance as allowed under applicable law. We may also collect reasonable attorney's fees and legal expenses, permitted by applicable law, incurred in connection with disposition of the Collateral. We have certain rights and legal remedies available under the Uniform Commercial Code and other applicable laws, and we may use these rights to enforce payment if you default.

Attorney-In-Fact: You hereby appoint us as your Attorney-In-Fact to perform any acts which we feel are necessary to protect the Collateral and our security interest.

Survival of Obligations: This security agreement not only binds you, but your executors, administrators, heirs and assigns.

Applies to Louisiana residents only:

Louisiana law permits repossession of motor vehicles upon default without further notice or judicial process.

If the secured collateral is a motor vehicle and you are in default, we may seize and sell the motor vehicle without demand for payment or advance notice to you. We may obtain and use a key or similar device to unlock and operate the motor vehicle. Collateral other than motor vehicles may be repossessed without judicial process only as allowed by applicable Louisiana law.

For purposes of foreclosure under Louisiana executory process, you hereby confess judgment in our favor for all amounts secured by the Plan, including, but not limited to, principal, interest, late charges, costs of collection, costs of preservation of the collateral, reasonable attorney's fees, and all other amounts advanced under the Plan. We may appoint a keeper of the property in the event of foreclosure. To the extent allowed under Louisiana law, you hereby waive the following rights and procedures under Louisiana law: (a) all rights and benefit of appraisal; (b) notice of seizure; (c) the 3-day delay afforded under Articles 2331 and 2722; and (d) all other provisions under Articles 2331, 2722 and 2723 and all other Articles not specifically mentioned herein.

CROSS-COLLATERALIZATION: Property and/or shares given as security under this Plan or for any other loan Borrower has with us will secure any and all advances under this Plan as well as any account owner's joint or individual obligations to us, now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement, insufficient fund items; fees; cost, expenses, reasonable attorney's fees, or otherwise. However, property securing another debt will not secure advances under this Plan if such property is your primary residence, or are non-purchase money household goods.

Release of Lien: We will not release any lien on any collateral if Borrower is delinquent on, or in default on, any subaccount under this Plan. For example, if you are in default of your line of credit subaccount, we will not release our lien on a vehicle loan, even if the vehicle loan is current or paid in full.

No Liability for Dishonor: We shall not have any liability relating to the dishonor or other return of any check or other item occurring as a result of us exercising our lien rights or good-faith freezing of your accounts.

Ownership of the Collateral: If you are granting a security interest in property you already own, you promise that the property is free of all security interests except that given to us or disclosed prior to the advance. You promise that you have informed us of any and all co-owners of the Collateral and/or any other person with an interest in or claim against the property. If you are using the advance proceeds to buy the property that shall be used as Collateral, you shall use those advance proceeds for the sole purpose of buying that Collateral. You shall not sell or lease the Collateral or use it as security for a loan with another creditor until the advance is repaid. You shall not allow another security interest or lien to attach to the Collateral either by your actions or by operation of law.

9018 10-2009

Electronic Title Copy

Vehicle ID Number	Year	Make	Model	Body Style	Lic Plate	Reg/Exp
JTHBE96S570012791	2007	LEXS	GS 350	4S		

Weight	New/Used	Title Number	Odometer	State	Date Issued
3704	Used	0980258892808	95983	SC	02-07-2013

Full Name of Owner(s)
SHARON THOMPSON IRVING
4401 BERTH LN
HEATH SPRINGS, SC 290588795

Vehicle Brand(s)

Lien(s)
FOUNDERS FEDERAL CREDIT UNION
737 PLANTATION RD
LANCASTER, SC 297205808

Odometer Brand(s)

0713388130

*Information has been supplied by the lienholder, not the state titling agency.

1-24-13
1-31-13

EXHIBIT

C



The Auto Shop
2575 Cane Mill Road
Lancaster, SC 29720
Phone: (803) 286-4959
Fax: (803) 285-1089

March 6, 2014

VIA FACSIMILE

Kyle A. Brannon, Esquire
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, SC 29202

Re: Founders Federal Credit Union vs. Sharon T. Irving and The Auto Shop
Case No: 2014-CP-29-00065

Dear Mr. Brannon:

After our conversation yesterday, I have spoken to the owners of The Auto Shop and they have declined your clients offer of \$663.00 for the towing and tear down of the 2007 Lexus GS350 automobile VIN: JTHBE96S570012791. The vehicle was towed to The Auto Shop for repairs on July 12, 2013 for repairs due to an accident. We received an estimate from State Farm Insurance Company for repairs to the vehicle. After some time had passed, State Farm advised that they were not going to pay for the damages to the vehicle due to unknown problems. After realizing there would be a problem with getting the vehicle repaired quickly, we found information in the vehicle regarding Founders Federal Credit Union, and in good faith, contacted Pat Caskey with Founders

2014 MAR 13 PM 1:57
CLERK OF COURT
LANCASTER, SC



The Auto Shop
2575 Cane Mill Road
Lancaster, SC 29720
Phone: (803) 286-4959
Fax: (803) 285-1089

Federal Credit Union and informed her that the vehicle was here. However, during this entire process, Ms. Irving has been in contact with The Auto Shop consistently since the vehicle has been in our possession, therefore not abandoning the vehicle. Founders Federal Credit Union has still not provided The Auto Shop of proof of lienholder status of this vehicle via copy of the title nor a Right to Cure. The vehicle has been kept in a safe and secured location with storage charges accruing. We have maintained this vehicle the entire time ensuring the vehicle's operability. Legally we are not required to notify the Lienholder of a vehicle unless it has been abandoned, and in this case this vehicle has not been abandoned since Ms. Irving has remained in contact with The Auto Shop.

As of today, the total charges for towing, tear down and suspension repair, and storage are:

Towing:	\$243.00
Tear Down: 10 hours at \$42.00 per hour	\$420.00
Storage: July 12, 2013 thru March 6, 2014	\$7,347.00
\$31.00 per day	
TOTAL:	\$8,010.00



The Auto Shop
2575 Cane Mill Road
Lancaster, SC 29720
Phone: (803) 286-4959
Fax: (803) 285-1089

On September 19, 2013, The Auto Shop sent Founders Federal Credit Union a bill at their request for the towing, storage, tear down & suspension repair. They declined to pay the bill then because The Auto Shop could not "cut the storage" charges. We have been more than fair with Founders Federal Credit Union and went above and beyond to work with them during this process. If your client wishes to make a fair offer please let us know, otherwise we will have no choice but to proceed in court.

Sincerely,

Stephanie Bowers
The Auto Shop
2575 Cane Mill Road
Lancaster, SC 29720
Phone: (803) 286-4959
Facsimile: (803) 285-1089

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

Founders Federal Credit Union,)

Plaintiff,)

vs.)

Sharon T. Irving and The Auto Shop,)

Defendant.)

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

CASE NO.: 2014-CP-29-00065

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:
Suzanne Taylor Graham Grigg, Bar No. 70681
Address:
P.O. Drawer 2426, Columbia, SC 29202
Phone: 803-540-2114 Fax 803-727-1440
E-mail: sgrigg@nexsenpruet.com Other: _____

Defendant's Attorney:
_____, Bar No. _____
Address: _____
Phone: _____ Fax _____
E-mail: _____ 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: Motion to Reconsider, Alter or Amend Order

Estimated Time Needed: 15 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

11/18/14
Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$** _____

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ 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: \$** _____

FILED
OFFICE OF CLERK
OF COURT
LANCASTER, SC
2014 NOV 20 PM 1:17

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE CIRCUIT COURT

Founders Federal Credit Union,
Plaintiff,

Case No. 2014-CP-29-00065

vs.

**MOTION TO RECONSIDER, ALTER OR
AMEND ORDER**

Sharon T. Irving and The Auto Shop,
Defendants.

Plaintiff Founders Federal Credit Union ("FFCU"), by and through its undersigned counsel, respectfully moves before the Court, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, to reconsider, alter or amend the Order and Judgment (the "Order") dated November 11, 2014. FFCU received written notice of the execution of the Order on November 17, 2014. The grounds for the motion are as follows:

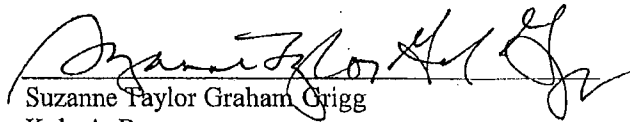
1. The Court erred in determining that (a) the notification requirement in S.C. Code Ann. § 29-15-10(B) shall be construed broadly, and (b) the electronic mail notification sent by Defendant Auto Shop ("The Auto Shop") to FFCU on September 19, 2013, satisfied the notification requirement under S.C. Code Ann. § 29-15-10(B).

2. There is insufficient evidence in the record and an absence of statutory or case law to support the Court's determination that The Auto Shop is entitled to \$1,500.00 for storage charges under S.C. Code Ann § 29-15-10(B).

This Motion is based on the pleadings, the record in this case and any supplemental memorandum of law or affidavits served prior to or at the hearing on this matter.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

FILED
OFFICE OF CLERK
OF COURT
2014 NOV 20 PM 1:17
CIRCUIT COURT
LANCASTER, SC



Suzanne Taylor Graham Grigg

Kyle A. Brannon

NEXSEN PRUET, LLC

1230 Main Street, Suite 700 (29201)

Post Office Drawer 2426

Columbia, South Carolina 29202

Phone: (803) 540-2114

Fax: (803) 727-1440

Email: sgrigg@nexsenpruet.com

November 18, 2014

Columbia, South Carolina

Attorneys for Plaintiff

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

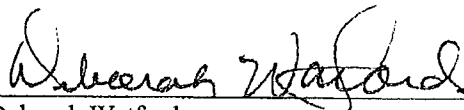
This is to certify that a copy of the foregoing *Motion and Order Information Coversheet* and *Motion to Reconsider, Alter or Amend Order* have been served upon the following parties of record by placing the same in the United States mail, first class postage prepaid, addressed to the following as shown 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

FILED
OFFICE OF CLERK
OF COURT
2014 NOV 20 PM 1:17
CLERK OF COURT
LANCASTER, SC



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

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF LANCASTER
4 2014-CP-29-00065
5 Founders Federal Credit Union
6 vs.
7 Sharon T. Irving and The Auto Shop
8
9 Lancaster, South Carolina
10 October 27, 2014
11 Before the Honorable Brian M. Gibbons
12

13 APPEARANCES
14 For the Plaintiff: Suzanne Grigg
15 For the Defendants: Pro Se
16
17 Reported by: Michael C. Watkins
18 Official Court Reporter
19
20
21
22
23
24
25

1 THE COURT: The next case is 2014-GS-29-65. All
2 parties are present. And Founders is represented by,
3 ma'am?

4 MS. GRIGG: Suzanne Grigg, Your Honor.

5 THE COURT: Grigg.

6 MS. GRIGG: G-r-i-g-g.

7 THE COURT: All right. And Ms. Grigg, are you ready
8 to proceed?

9 MS. GRIGG: We are, Your Honor.

10 THE COURT: And The Auto Shop is -- that's you, sir?

11 MR. BOWERS: Yes, sir.

12 THE COURT: What is your name?

13 MR. BOWERS: Eric Bowers.

14 THE COURT: Are you ready to proceed?

15 MR. BOWERS: Yes, sir.

16 THE COURT: And where is Ms. Irving? All right.
17 Ma'am, you're representing yourself, and are you ready to
18 proceed?

19 MS. IRVING: Yes, sir.

20 THE COURT: All right. Thank you. Yes, ma'am?

21 MS. GRIGG: Thank, Your Honor. May it please the
22 Court? Again, Suzanne Grigg on behalf of Founders Federal
23 Credit Union. Your Honor, this action involves two causes
24 of action. We've got a debt collection action against Ms.
25 Irving, and we have a claim and delivery action against The

1 Auto Shop. The complaint was filed, I believe, in January
2 of 2014, so we're getting close to that year mark, and it
3 involves a 2007 Lexus. The contract was actually executed
4 January 24th of 2013 in the original principal amount of
5 \$19,573, and again, that was secured by the 2007 Lexus.
6 It's our understanding that the Lexus was then wrecked some
7 time in July of 2013. Founders was not at the time
8 notified of that, but we did receive notification later on.
9 So that's kind of the background -- and the Lexus was then
10 delivered to The Auto Shop, they towed it there. Those
11 details we'll certainly get in to but I just wanted to give
12 the Court just a little bit of background before I call my
13 first witness.

14 THE COURT: Are there any counterclaims in the suit?

15 MS. GRIGG: There are not, Your Honor.

16 THE COURT: And I saw -- I was looking through the
17 file in the preparation of the hearing, I saw there is an
18 affidavit of default as to Ms. Irving.

19 MS. GRIGG: That is correct. Ms. Irving did not file
20 an answer in this case and we have filed an affidavit of
21 default. I have prepared a default judgment but then I
22 also thought she might show up today too, so --

23 THE COURT: But then again, the issue is -- we don't
24 actually know what the damages are because y'all don't have
25 your hands on the car yet and it hadn't been sold at

1 auction.

2 MS. GRIGG: That's correct, Your Honor.

3 THE COURT: So it's an unliquidated amount of damages.

4 MS. GRIGG: It is an unliquidated amount. And then we
5 have attorneys fees as well.

6 THE COURT: All right. Well, you may call your first
7 witness.

8 MS. GRIGG: Your Honor, I call John Seabolt.

9 THE COURT: All right, sir.

10 The witness, JOHN SEABOLT, was first duly sworn and
11 Testified as follows:

12 DIRECT EXAMINATION

13 BY MS. GRIGG:

14 Q. Mr. Seabolt, can you state your name and employment
15 for the record?

16 A. John Seabolt with Founders Federal Credit Union.

17 Q. And what is your title at Founders Federal?

18 A. AVP of Recovery Services.

19 Q. Can you tell us what AVP is?

20 A. Assistant Vice President of Recovery Services.

21 Q. And how long have you been there?

22 A. 2001.

23 Q. And just explain a little bit of your duties to the
24 Court.

25 A. I oversee the repossession, foreclosure, bankruptcy

1 insurance departments for Founders.

2 Q. Are you familiar with the account that's the subject
3 of the trial today?

4 A. I am.

5 Q. And are you authorized to speak on behalf of Founders
6 Federal?

7 A. I am.

8 Q. Do you frequently testify at court hearings?

9 A. I do.

10 Q. Circuit court, magistrates court, all types of levels?

11 A. That's correct, probate court.

12 Q. Let's focus on Ms. Irving loan. Did Founders loan
13 some money to Ms. Irving?

14 A. Yes.

15 Q. What can you tell us about that loan?

16 A. That loan was originated for a 2007 Lexus on
17 January 24, 2013.

18 Q. And do you recall or do you know what the original
19 principal amount was?

20 A. The original principal amount was \$21,089.90.

21 Q. Does that include interest?

22 A. That does not include interest. Interest -- would
23 you like the payoff through today?

24 Q. Well, you can go ahead and state the payoff through
25 today.

1 A. With interest payoff to today is \$23,457.72.

2 Q. And that's 23 thousand --

3 A. \$457.72.

4 MS. GRIGG: Your Honor, a copy of the contract was
5 attached as an exhibit to the plaintiff but I have copies
6 for the record as well. May I approach?

7 THE COURT: Yes. Any objection to the introduction of
8 the contract? Of course, Auto Body really can't -- you
9 don't have a position on that.

10 MS. GRIGG: Right.

11 THE COURT: But Ms Irving, do you have any objection
12 to me being able to look at that contract which you signed
13 with Founders?

14 MS. IRVING: Yes, sir, if he knows when the contract
15 was drawn up. The young man that was with me, the account,
16 the money was coming out of his account and he signed the
17 paper stating that the money -- the payment will come out
18 of his account. It didn't come out of my account.

19 THE COURT: I'm going to let you testify about that
20 when it gets down to that point but that's really not a
21 grounds for a legal objection, so I'm going to overrule the
22 objection and allow the document into evidence.

23 (The contract was received as Plaintiff's 1.)

24 BY MS. GRIGG:

25 Q. Mr. Seabolt, what can you tell us about this contract?

1 A. This contract was executed on January 24, 2013. The
2 original amount of the lien was \$19,573, payments were 117
3 semimonthly for \$200.

4 Q. And if you look on the second page, is that contract
5 executed?

6 A. It is.

7 Q. And who does it appear to you to be executed by?

8 A. It appears to be Sharon Irving, the January 24th of
9 2013 date.

10 Q. And is this the contract that you just testified with
11 regards to --

12 A. That's correct.

13 Q. -- that evidences the money loaned from Founders to
14 Ms. Irving?

15 A. Yes.

16 MS. GRIGG: Your Honor, I would like to have that
17 marked as exhibit one.

18 THE COURT: It's already entered into evidence.

19 MS. GRIGG: Thank you.

20 THE COURT: Over the objection of Ms. Irving and I
21 have noted that for the record.

22 Q. And you stated that the collateral for the loan was a
23 2007 Lexus?

24 A. That's correct.

25 Q. Did Founders note that lien on the title?

1 A. Yes.

2 MS. GRIGG: Your Honor, I've got a copy of the
3 electronic title that I would like to submit into evidence.

4 THE COURT: Any objection to the title coming into
5 evidence from Auto Shop or Ms. Irving?

6 MS. IRVING: No.

7 THE COURT: Without objection the electronic title
8 copy indicating that the lien holder was Founders Federal
9 Credit Union is marked and entered into evidence as
10 Plaintiff's 2.

11 (The electronic titled was received as Plaintiff's 2.)

12 Q. Mr. Seabolt, can you tell us who the lien holder is as
13 indicated on the electronic title copy?

14 A. The lien holder is Founders Federal Credit Union and
15 it was issued with a lien February 7th of 2013.

16 Q. And who is the full name of the owner on it?

17 A. Sharon Thompson Irving is the owner.

18 Q. So is it Founder's position that Founders has a valid
19 lien on that 2007 Lexus?

20 A. Yes.

21 Q. Let's get into when the loan went into default. What
22 can you tell us about when the payments became past due?

23 A. We heard from Ms. Irving that the Lexus had been
24 involved in an accident and --

25 Q. And do you recall when that might have --

1 A. It was September 13th -- yeah, September 13th of 2013
2 was the first time we knew it was involved in an accident
3 but we didn't know where the vehicle was stored.

4 Q. Okay. So that's in September.

5 A. That's in September.

6 Q. So did y'all send a right to cure?

7 A. Yes.

8 MS. GRIGG: Your Honor, I have a copy of the right to
9 cure notice sent to Ms. Irving. May I approach?

10 THE COURT: Yes. Any objection to that letter coming
11 into evidence?

12 MS. IRVING: Objection.

13 THE COURT: You do?

14 MS. IRVING: Yes, sir.

15 THE COURT: What is the grounds of your objection?

16 MS. IRVING: The date it happened on the weekend, it
17 was reported on that following Monday.

18 THE COURT: All right. That objection goes to the
19 credibility of the document rather than its admissibility
20 so I'm going to respectfully overrule your objection. The
21 document is in evidence as Plaintiff's Exhibit Number 3.

22 (The right to cure was received as Plaintiff's 3.)

23 Q. Mr. Seabolt, what can you tell us about that right to
24 cure?

25 A. This right to cure was issued on September 7th of

1 2013 giving Ms. Irving an amount due to be paid by
2 September 27, 2013.

3 Q. So at some time prior to September 7th the payments
4 had become past due?

5 A. That's correct.

6 Q. And so y'all send the right to cure as you are
7 supposed to do telling her if she didn't bring the payments
8 current y'all were going to repossess the car?

9 A. That's correct.

10 Q. Did she bring those payments current?

11 A. No.

12 Q. Is the loan still in default?

13 A. It is.

14 Q. What happened next so to speak with respect to the
15 vehicle?

16 THE COURT: Let me interrupt here, and I should have
17 done this at the very outset of the hearing, and Ms.
18 Irving -- sir, what is your name?

19 MR. THOMAS: Mr. Thomas.

20 THE COURT: Okay. You are Mr. Thomas. And I forget
21 your last name, sir?

22 MR. BOWERS: Derrick Bowers.

23 THE COURT: All right. You know, I live in Chester, I
24 don't live in Lancaster, but I have a banking relationship
25 with Founders Federal Credit Union. Both mine and my

1 wife's primary checking account and what little bit of
2 money we have in our savings account is in Founders. I
3 have two car loans with Founders and a personal loan at
4 Founders. So I'm well aware of Founders drafting money out
5 of my bank account, I'm well aware of all of that. But
6 since I do have that banking relationship, I need to make
7 sure that the parties know that in case there's any reason
8 for the parties to want me to recuse myself and not hear
9 the case. Okay. Because, you know -- I don't know. But I
10 always try to disclose that. I run into the same situation
11 with First Citizens -- on collection matters involving
12 First Citizens because that's my mortgage loan for the
13 house I live in with First Citizens, so I'm simply stating
14 that on the record. What I'm going to do is I'm going to
15 leave the courtroom, I want y'all to think about -- if you
16 want me to hear the case I will hear the case, y'all are
17 hear, I'll hear the case, it is what it is, but I wanted to
18 disclose that I do have a banking relationship with
19 Founders as well. Okay. So having said that I'm going to
20 step out of the courtroom, let y'all discuss it and then
21 I'll come back in. Mr. Witness, you are fine just sitting
22 right there.

23 (Break in proceedings.)

24 THE COURT: Thank you. We will come back to order.
25 Ms. Irving, what is your position now that I've disclosed

1 to you -- I should have done this at the very get-go, I
2 didn't even think about it.

3 MS. IRVING: I'm fine with it.

4 THE COURT: All right. And I'm going to call you Mr.
5 Auto Shop. Mr. Auto Shop, are you okay with me hearing it?

6 MR. BOWERS: Yes, sir, no problem.

7 THE COURT: Thank you. And Ms. Grigg?

8 MS. GRIGG: Obviously no problem, Your Honor.

9 THE COURT: Thank you very much, thank y'all. It's a
10 small community and we're all from the same place so I
11 understand.

12 MS. GRIGG: And I was going to say the problem is the
13 next judge is going to have the same problem.

14 THE COURT: Everybody banks at Founders, we understand
15 that. Go ahead.

16 BY MS. GRIGG:

17 Q. Okay. Mr. Seabolt, I interrupted you earlier with
18 respect to the payment. I think you were getting ready to
19 talk to us about the wreck. What can you tell us about the
20 wreck and the status of the 2007 Lexus in the September of
21 2013 contract?

22 A. Okay. September 13, 2013 we were notified by
23 Ms. Irving that the vehicle had been involved in an
24 accident and that she could not continue to pay for the
25 debt that was secured by the Lexus. Shortly after that my

1 first communication was with The Auto Shop, it was over
2 the phone, September 17th of 2013. We learned they took
3 possession of the Lexus on July 12th, 2013. We
4 communicated through email with The Auto Shop. We
5 requested the current charges on the Lexus, including any
6 repairs. An employee by the name of Stephanie Bowers with
7 The Auto Shop emailed us an invoice showing \$243 for the
8 towing, \$420 for teardown, \$2,139 for storage. The Auto
9 Shop was asking for 69 days of storage at \$30 a day. That
10 was the first time we knew where the vehicle had been
11 located.

12 Q. So this is September, apparently the wreck from the
13 information y'all were given happened some time in July,
14 correct?

15 A. That's correct.

16 Q. Did the credit union ever receive any type of
17 certified letter from The Auto Shop --

18 A. No.

19 Q. -- indicating that they had possession of the car?

20 A. No, ma'am.

21 Q. To this day has Founders Federal received a certified
22 letter from The Auto Shop notifying Founders that they have
23 possession of the car?

24 A. No.

25 Q. The only communication you had were through email

1 communications and maybe a telephone call?

2 A. That's correct.

3 Q. Is that correct? Did Founders have force place
4 insurance on this vehicle?

5 A. Yes.

6 Q. Was that for 2013?

7 A. For 2013, that's correct.

8 Q. So Founders had to come out of pocket again?

9 A. Yes.

10 Q. On this vehicle?

11 A. Force place insurance coverage was added effective
12 September 13th of 2013, it was added November 28th, it
13 runs through cycle, but it was added effective
14 September 18th of 2013 for \$3,217 even. It's currently in
15 cycle now to be added again.

16 Q. Okay. And it's Founder's position that it stays in
17 default.

18 A. Yes.

19 Q. That they are entitled to possession of the car.

20 A. That's correct.

21 Q. Which is why you instructed my office file a claim and
22 delivery action and debt collection action.

23 A. Yes.

24 Q. Has Founders incurred attorneys fees and costs with
25 respect to pursuing this action?

1 A. Yes.

2 MS. GRIGG: Your Honor, I don't have anything further.

3 THE COURT: Do you have an affidavit of fees and
4 costs?

5 MS. GRIGG: I don't, Your Honor, because I wanted to
6 include today's time.

7 THE COURT: Got you. All right. Thank you. And
8 Mr. Auto Shop, do you have questions for the witness?

9 MR. BOWERS: Not at this time, Your Honor.

10 THE COURT: Thank you. Ms. Irving, do you have
11 questions for this witness? I'm going to let you testify
12 here momentarily, but now is your opportunity to ask him
13 any questions if you want to.

14 MS. IRVING: I just want to know if he have the
15 original contract.

16 THE COURT: Do you have the original contract?

17 THE WITNESS: I do, and that was the one that was
18 presented in evidence.

19 THE COURT: Exhibit Number 1 is a copy, but do you
20 have the actual original?

21 THE WITNESS: I do not have the original, I'm sorry.

22 THE COURT: Do y'all have the original?

23 MS. IRVING: No, I don't have it. But I know that's
24 not the original.

25 THE COURT: Yes, ma'am. Okay. Any other questions?

1 MS. IRVING: That's it.

2 THE COURT: Thank you, sir, you may step down. You
3 may call your next witness.

4 MS. GRIGG: That's all we have, Your Honor.

5 THE COURT: Founders rests. Yes, sir, let me hear
6 from The Auto Shop. Come on up here.

7 The witness, DERRICK BOWERS, was first duly sworn and
8 Testified as follows:

9 THE COURT: And tell me your name.

10 MR. BOWERS: Derrick Bowers.

11 THE COURT: Derrick Bowers. All right. And Mr.
12 Bowers, since you do not have a lawyer I'm going to help
13 you somewhat facilitate your testimony, but now is your
14 opportunity to tell me whatever you want to tell me. Okay?

15 MR. BOWERS: All right.

16 THE COURT: So how are you involved in this matter and
17 what do you want me to do?

18 MR. BOWERS: I run an auto body shop wrecker service.
19 We received a call on 7/12/13 to pick up a Lexus that was
20 involved in an accident, we did so. On 7/18/13 State Farm
21 Insurance responded to our facility, done an estimate,
22 advised us to do a teardown for the additional damage.
23 There was also some additional damage on the car, it looks
24 like it had been vandalized and State Farm advised us at
25 that time that they were going to deny paying for that part

1 of the damage. General procedure with the body shop, we
2 teardown, we do a supplement estimate, we contact State
3 Farm to come back out and look at it. Sometimes it takes a
4 week or two for all the paperwork to go through the
5 insurance company depending on how they're working. After
6 about -- around September 19th State Farm -- we had not --
7 well, it had been a couple of weeks, we had not heard
8 anything from State Farm, we made a phone call to them to
9 followup. They advised us that something was going on with
10 the accident and that it was under investigation.

11 THE COURT: When did you find out that Founders was
12 the lien creditor?

13 MR. BOWERS: Around September 19th.

14 THE COURT: Okay. Go ahead. And at that time what
15 was your storage charge and what was your -- what were your
16 charges at that time. I believe Ms. Grigg asked that with
17 the first Stephanie Bowers email.

18 MR. BOWERS: The first charges was 2,802. 243 total,
19 430 teardown, storage was 2,139.

20 THE COURT: Got you. Go ahead, I'm listening.

21 MR. BOWERS: After several more attempts to contact
22 State Farm to find out what was going on, we were told the
23 same thing -- we kept being told that this is under
24 investigation, that they don't know what's going on, now
25 they want us to hold-up on repairs. On September 19th

1 Stephanie -- I found out -- and I don't remember how we
2 found out -- that Founders was the lien holder on the
3 vehicle. We give them a courtesy call, we let them know
4 "Hey, we've got a vehicle here that's y'all's, it's
5 wrecked, something is going on, you may want to get
6 involved and nudge the insurance company a little bit." At
7 that point in time we were asked to give the incurred
8 charges, we did. They declined to pay the charges, wanted
9 to pick up the car. We told them we had to have a copy of
10 the title, a legitimate copy of the South Carolina title,
11 copy of the right to cure, and that our charges had to be
12 paid. Founders refused. Approximately every two weeks I
13 talked with Angelika (phonetically) at State Farm, she's
14 still involved in the claim. One month ago she called me
15 and offered us \$3,500 to settle it and let State Farm have
16 the car, I agreed. She said, "I'll talk to Founders and I
17 will call you back." When she called me back she said
18 Founders declined the offer. So I've kind of been kept out
19 of it from that point on.

20 THE COURT: All right. How much storage charges do
21 you believe you're owed? Certainly, Ms. Griggs, you can
22 ask him any questions you want to ask him.

23 MR. BOWERS: We would be happy to settle for the
24 \$3,500 total, sir.

25 THE COURT: That's kind of what I needed to know. All

1 right. Anything else you wanted to tell me?

2 MR. BOWERS: I believe that's everything, sir.

3 THE COURT: All right. Thank you. Miss -- is it
4 Griggs or Grigg?

5 MS. GRIGG: Grigg. Everybody wants to put a S on the
6 end but there's not. Everybody wants to do it.

7 THE COURT: All right. Ms. Grigg, your witness.

8 MS. GRIGG: Thank you, Your Honor.

9 CROSS EXAMINATION

10 BY MS. GRIGG:

11 Q. Mr. Bowers, we met in the hallway. My name is Suzi
12 Grigg, everybody calls me Suzi so please feel free to do
13 so. I represent Founders. I don't think you and I have
14 actually spoken prior to today, correct?

15 A. No, ma'am, we have not.

16 Q. Has The Auto Shop sent the certified letter that's
17 required under 29-15-10 to Founders Federal?

18 A. No, ma'am. That letter is only required if the car
19 has been abandoned. I have been in constant contact with
20 Ms. Irving and with State Farm Insurance, that car has
21 never been abandoned.

22 Q. So you don't think it's fair to say that since it has
23 been July of 2013 and you have not been paid and nobody has
24 come to pick up the car that it's not been abandoned.

25 A. I honestly think this is another ploy from Founders

1 to take a car away from a business that they've been known
2 to do numerous times. I've got three cars down there --

3 MS. GRIGG: Objection, Your Honor.

4 THE COURT: Hang on. Go ahead.

5 A. I've got three cars down there now that Founders has
6 give us the title to them because they wouldn't pick them
7 up, they wasn't worth anything.

8 THE COURT: All right. Objection overruled.

9 Q. But the 2007 Lexus is worth something, correct?

10 A. I would assume so, yes, ma'am.

11 Q. Any idea what you think it's worth?

12 A. Not with the damages, ma'am, because we never
13 completed the supplement estimate. There is suspension
14 damage that we know and that was what State Farm left open
15 until we tore it down. And there is additional body
16 damage it looks like from vandalism.

17 Q. And so the hard cost to The Auto Shop as of right now,
18 you towed it for \$243, correct?

19 A. Yes, ma'am.

20 Q. And you've got teardown and rear suspension, ten hours
21 at \$42 an hour, \$420.

22 A. We've got down tear of the entire vehicle, ma'am, the
23 wrecked part.

24 Q. But that total is \$420?

25 A. Yes, ma'am.

1 Q. And then you've got the storage.

2 A. And then we had to return parts that had already been
3 ordered and on the floor.

4 Q. What does that amount to?

5 A. We generally get a 10 percent return on parts, which
6 would be \$507, it was \$5,000 in parts. Because we were
7 authorized by Ms. Irving, I have a signed -- I don't have
8 it with me -- we have a signed statement of a repair order
9 to start and State Farm had give us the go, and then State
10 Farm backed out.

11 Q. So the car has not been repaired.

12 A. Yes, ma'am.

13 Q. And it's still sitting at The Auto Shop.

14 A. Yes, ma'am.

15 Q. So you said that y'all learned about the lien holder
16 some time in September, correct?

17 A. Yes, ma'am.

18 Q. So you had it for 60 plus days without knowing who the
19 lien holder was.

20 A. Correct. And we were in constant contact back and
21 forth with State Farm. If what you're telling me is the
22 process that we need to follow, then that means every car
23 that is on our yard for more than five days we need to
24 file paperwork with it whether it's going through the
25 repair process or not.

1 Q. Well, then I'll argue that on my closing what I
2 perceive the law would be.

3 THE COURT: Do you have a copy of the statute with
4 you, Ms. Grigg?

5 MS. GRIGG: I do, Your Honor.

6 THE COURT: I have got the statute pulled up.

7 MS. GRIGG: It's 29-15-10. I have one copy, Your
8 Honor, if you would like for me to hand it up.

9 THE COURT: Yeah, hand it up to me. Any other
10 questions, Ms. Grigg?

11 MS. GRIGG: I have nothing further, Your Honor.

12 THE COURT: Okay. Ms. Irving, any questions for this
13 witness?

14 MS. IRVING: No, sir.

15 THE COURT: Thank you, sir, you may step down. All
16 right. Ms. Irving, it's your turn now. Bring whatever
17 paperwork you want to and you can come on up.

18 The witness, SHARON T. IRVING, was first duly sworn
19 And testified as follows:

20 THE COURT: I am going to -- since you don't have a
21 lawyer I will help facilitate some of your testimony as
22 well.

23 MS. IRVING: Yes, sir.

24 THE COURT: What is your name, please?

25 MS. IRVING: My name is Sharon Thompson Irving.

1 THE COURT: And Ms. Irving, are you a resident of
2 Lancaster County, South Carolina?

3 MS. IRVING: Yes, sir.

4 THE COURT: I want you to tell me whatever you want to
5 tell me and we will go from there.

6 MS. IRVING: Okay. Can I start from the beginning
7 when I got the car?

8 THE COURT: It's your case, you can tell me anything
9 you want to.

10 MS. IRVING: A friend of mines -- well, he goes to
11 church with me, his name is Jason Twitty, he asked would I
12 go and get him a car because he was working, so I told him
13 I would. We went to Founders and got the car, and the loan
14 was set up where the payment come out of his account every
15 month -- every week, I mean, it come out of his account.
16 So when he text me my mother had -- we had found out she
17 had breast cancer.

18 THE COURT: You don't dispute signing the contract but
19 the money to pay for the car was to come out of Mr.
20 Twitty's account, not your account.

21 MS. IRVING: Right. That's why I asked for the
22 original contract because that's what's on the contract.
23 That contract they gave you, that's not it.

24 THE COURT: Do you have a checking account or a
25 savings account at Founders?

1 MS. IRVING: Checking. I'm on disability, my money
2 goes directly to the bank.

3 THE COURT: I've got you. Were the payments coming
4 out of your account?

5 MS. IRVING: No, sir, coming out of his account.

6 THE COURT: So you never made any payments on it.

7 MS. IRVING: No, sir.

8 THE COURT: You were just holding the note.

9 MS. IRVING: Right.

10 THE COURT: Okay. Go ahead.

11 MR. BOWERS: And he texted me, and like I said, we
12 found out my mother had breast cancer and the taxes were
13 due on the car and the insurance was due, and I text him
14 and told him he need to pay the insurance and he needed to
15 pay taxes and he said he didn't have the money. I said,
16 "Well, you went to the beach, you should have had the
17 money." He didn't have the money. So then some kind of
18 way he got the money and I had to call to the courthouse, I
19 mean, the tax office to talk with Adrian and made sure he
20 paid it because I was in the process of losing my license
21 behind it. So when he did pay it, right, the next week he
22 text me and said -- which I have a proof of which I
23 couldn't bring up here because it's on the sims card
24 downstairs, but he said to me, "I'm just letting you know
25 I'm going to wreck my car tonight." And I'm like -- I went

1 on to bed because -- he'd been texting me all day but I
2 really wasn't paying him any attention. Because like I
3 say, my mother had just found out she had breast cancer,
4 she was 82 years old, so I just blocked him out that day.
5 So when I got up Saturday morning -- this was on a Friday
6 night -- I got up Saturday morning the text was there. So
7 I text him back and asked him what did he mean by he
8 wrecked the car, he was wrecking the car? It was already
9 wrecked. And him, my two nieces and -- it was four people
10 in the Lexus and it was four people in the other car, they
11 got on the stand and lied, they said they didn't know me, I
12 wasn't their aunt. One of them -- the niece that was
13 driving, she told me she come to the house and got the key
14 from me, which he don't have a key. Anyway, you can't get
15 out of my house because I've got mean dogs so I know she
16 didn't come there. So we've been coming to court here, I
17 think it was courtroom B, might have been this one, with
18 State Farm and we did an affidavit and everything, they
19 didn't show, no one showed but me. So when --

20 THE COURT: Did they get any money out of the
21 insurance company for the wreck?

22 MS. IRVING: No. I asked for an investigation, that's
23 why they stopped it.

24 THE COURT: So they didn't get anything from the
25 wreck?

1 MS. IRVING: Right, nobody got anything. That's why
2 State Farm had stopped the payment so they could do an
3 investigation because I figured something wasn't right,
4 because the way they told it happened it didn't sound right
5 to me. So I told State Farm I wanted an investigation so
6 that's what happened. And when the wreck happened -- it
7 happened on a Saturday, on the following Monday Founders
8 was called and told, okay -- I told them that, he gets
9 mad -- Jason gets mad and goes to Founders, which they
10 can't find nowhere in the computer where he took his name
11 off the stop payment coming out of there, there's no proof
12 in the computer. Because when I went to Founders to find
13 out about it when he did it, but I didn't know he did it.
14 A friend of mine's called me and said, "You should see
15 Facebook." I said, "I don't have a Facebook page." She
16 said, "Well, Jason stopped payment, you're going to be in
17 trouble. You're going to lose your license." So I had to
18 go to Founders --

19 THE COURT: Lose your license?

20 MS. IRVING: Yeah.

21 THE COURT: You didn't lose your license over this,
22 did you?

23 MS. IRVING: No, sir. I almost lost my license
24 because he didn't pay the taxes, I had make to make him go
25 pay the taxes. That's why I signed the paper for him to

1 get the tag off the car so I could turn the tag in, because
2 if I wouldn't have they was going to get my license.
3 That's why I went to The Auto Shop and signed the paperwork
4 so I could get the tag off if, so once that was done
5 Founders said that it was okay for him to come take it off.
6 So when I asked them where is the proof where he took
7 the -- signed his name on, nobody could show me anything,
8 no paperwork nowhere. So that's why I said the paperwork
9 he represented today, that's not the original copy, because
10 Jason's name is on that paperwork, where it's coming from,
11 what account and everything.

12 THE COURT: Okay. Anything else you want to tell me?

13 MS. IRVING: Like I said, it's up under investigation
14 because there was some I guess you want to call it foul
15 play or whatever, so that's why it was stopped. So I
16 didn't know anything about Founders had told him they
17 weren't going to give him -- pay for the storage fee, none
18 of that. They never even wrote me or told me anything
19 about that, so I don't know anything about that --

20 THE COURT: Okay.

21 MS. IRVING: -- until we got here today.

22 THE COURT: All right. Mr. Bowers, do you have any
23 questions for Ms. Irving?

24 MR. BOWERS: No, sir, Your Honor.

25 THE COURT: Ms. Grigg? She's going to ask you some

1 questions and when she's done if you want to tell me some
2 more stuff you can.

3 CROSS EXAMINATION

4 BY MS. GRIGG:

5 Q. Ms. Irving, my name is Suzi Grigg and I represent
6 Founders Federal. I don't think we've spoken before today
7 either, I did want to introduce myself to you. Ms. Irving,
8 the contract that I handed up, that is your signature,
9 correct?

10 A. Right. That's not the original contract of
11 everything that's on the paperwork.

12 Q. Do you have a copy of what you consider to be the
13 original contract?

14 A. Yes. I don't have it with me, but I do have a copy
15 of that original.

16 Q. So the -- okay. But you didn't file an answer to this
17 case, correct?

18 A. Beg your pardon?

19 Q. You did not file an answer with the Court in this
20 case, correct?

21 A. Meaning?

22 Q. When we served you with the complaint you didn't file
23 a document back with the Court or a letter or anything
24 telling the Court your side of the story, correct?

25 A. No. I didn't receive a letter from y'all.

1 Q. Well, you were served with a complaint.

2 A. No. If I was served with the complaint -- if it came
3 through the mail I got it, but if you mean if somebody
4 came and served papers to me I didn't receive that.

5 Q. But you do have notice of the action obviously because
6 you're here.

7 A. Yeah. I got it from Nexsen -- y'all --

8 Q. Nexsen Pruet, right, that's the firm I work for.

9 A. Right. That's where I got it from.

10 Q. Right. Okay.

11 A. Which I have been here several times and y'all
12 haven't showed up, it has been canceled, continued or
13 whatever, you know.

14 MS. GRIGG: Your Honor, for the record, it's not that
15 we didn't show up, there might have been something going
16 on.

17 THE COURT: I understand.

18 Q. But you don't have a copy of what you deem to be the
19 original contract here today, correct?

20 A. No, I don't.

21 Q. And so you agree that you signed the note.

22 A. Right, and he signed it too.

23 Q. But you signed the note. Regardless of what
24 Mr. Twitty did you did sign the note.

25 A. Uh-huh.

1 Q. And you agreed to be bound by the debt.

2 A. No, he did. He signed a separate sheet stating that
3 it was going to come out of his account. His account
4 number was on it everything so the money was coming out of
5 his account.

6 Q. I understand that's your testimony, but you signed the
7 contract stating that the payments would be made to
8 Founders, correct?

9 A. Made from his account, yes, I did.

10 Q. But payments would be made to Founders for the
11 vehicle. And you were the owner of the vehicle, correct?
12 Mr. Twitty is not the owner of the vehicle, it's Ms. Irving
13 who is the owner of the vehicle, correct?

14 A. Right.

15 MS. GRIGG: I have nothing further, Your Honor.

16 THE COURT: All right. Anything else you want to tell
17 me?

18 MS. IRVING: That's what I was telling to her what I
19 will explain to you. I have a sims card and it has
20 everything -- all of the texts and everything but I
21 couldn't bring it up here.

22 THE COURT: Right.

23 MS. IRVING: I have got to have it print out and once
24 they see that they'll see it was staged. That's why State
25 Farm --

1 THE COURT: I understand what you're saying. I
2 purchased many cars and financed them through Founders,
3 again, that's why I have a banking relationship with
4 Founders. And in addition, there's no question you're on
5 the note.

6 MS. IRVING: Right.

7 THE COURT: You're responsible for the money that's on
8 the note because you're the title owner of the vehicle and
9 that's in the contract. But the payments for it, that is a
10 separate form and -- you know what I'm talking about,
11 that's a separate form showing where the payment is going
12 to come out, when they're going to be drafted, what account
13 it's going to be come out, that kind of thing. That's not
14 into evidence but I know what document you're talking
15 about.

16 MS. IRVING: Right. He didn't bring that.

17 THE COURT: Thank you, ma'am, you may be seated. All
18 right. Do you have any other witnesses or testimony or
19 evidence, Ms. Irving? Do you have anything else?

20 MS. IRVING: No, sir.

21 THE COURT: All right. Thank you. All right. The
22 defense rests. Anything in reply?

23 MS. GRIGG: Your Honor, I don't believe I need any
24 rebuttal.

25 THE COURT: Well, let's kind of get down to the heart

1 of the matter. All right. I know what I'm going to do but
2 I will be -- well, I don't know what I'm going to do with
3 The Auto Shop yet and I want to hear argument on that. But
4 as far as Ms. Irving, we've got to deal with that first.
5 All right. Now, Ms. Irving, as I was telling you, I know
6 the document you're talking about. Whenever you borrow
7 money to buy a car -- and the credit union isn't nearly as
8 bad as other places. The other places, man, you sign 50
9 different pieces of paper, it's almost as long as a real
10 estate closing when you're buying a house. In fact, I
11 just -- well, my law clerk drove me in this morning was my
12 wife's new car, first new car I ever bought in my life and
13 it's parked out back, and we bought it from Honda and
14 financed with Honda right there and then transferred the
15 loan to Founders because they have better rates than
16 anybody. Okay. So we were -- I just went through this
17 process. Yes, there's a note. That's really all that was
18 relevant here, that's why that's the only document that was
19 introduced. Because whoever is on the note is who they
20 have to sue, not the person who doesn't make the payments,
21 whoever is on the note is who they have the contract with.

22 MS. IRVING: Right, I understand.

23 THE COURT: That's why you're stuck. Okay?

24 MS. IRVING: Right.

25 THE COURT: I'm sorry. You got hoodooed by

1 Mr. Twitty, no question in my mind. Okay. So -- but there
2 is a separate document that you talked about that I know
3 what it is where it says how this money is going to be paid
4 back, that wasn't introduced because that didn't need to be
5 introduced because all they had to show was that you were
6 on the contract. Okay. So going by that, going by that --

7 MS. IRVING: Your Honor --

8 THE COURT: Yes, ma'am?

9 MS. IRVING: -- when they did the loan they also knew
10 that my account -- and she told him that if you don't pay
11 for this here Sharon's account cannot pay for it, so that
12 means you're going to be stuck with this car. That lady --
13 it was in the Fort Mill office and she said that to him.

14 THE COURT: And they were right. See, that's why I
15 asked -- remember one of the first questions I asked you
16 was your account ever drafted for this car.

17 MS. IRVING: No.

18 THE COURT: And you said no and that's good. But
19 doesn't mean you're not liable on the note. It's just like
20 a contract, when you agree to do something even though it's
21 for somebody else out of the good nature of your heart to
22 help out Mr. Twitty, he hoodooed you, and you know what I
23 mean when I say hoodooed you. So you're liable under the
24 note. Okay. And so what that means is Founders has the
25 right under the law to have possession of the car. So what

1 I have done is I just issued an order saying that they have
2 the right to come get the car. The way this works is that
3 they're going to get the car after I deal with The Auto
4 Shop and tell you how much money you're entitled to, that's
5 the next thing we're going to do -- after they get the car,
6 they'll take it to what's called an auction -- well, first
7 they'll fix it. Okay. Maybe they'll hire The Auto Shop to
8 fix it, I don't know, I'll let Founders deal with that, but
9 they'll fix it and then they'll take it to an auction and
10 sell it at auction. Founders has already established that
11 they're entitled under the contract to \$23,457.72, that's
12 what the payoff is as of today. Okay. Let's say they sell
13 it at auction for \$15,000, I'm just throwing out a number,
14 they would be entitled, if they wanted to, to sue you for
15 the difference. Doesn't mean they wanted to, they would be
16 entitled to do that. Okay. So they could sue you for like
17 \$8,400 or whatever the difference is. Do you understand
18 that that's how that works? Okay.

19 MS. IRVING: Yes, sir.

20 THE COURT: I don't know if they will or not.
21 Sometimes Founders doesn't do that. I used to represent
22 people filing bankruptcy all the time a long time ago when
23 I practiced and Founders would also renegotiate the terms
24 of the loan to keep people from getting their debts
25 discharged through bankruptcy. Founders is good about

1 working with people. Okay. Especially people who got
2 hoodooed by Mr. Twitty, or people like him, which you did.
3 Okay. But Founders has to do that, I don't have any part
4 of that. Okay. So your part of the lawsuit at this point
5 in time is over with, they're entitled to get possession of
6 the car. Now, Ms. Grigg, talk to me about your
7 interpretation of the statute and how much money The Auto
8 Shop is entitled to?

9 MS. GRIGG: Your Honor, one clarification prior to
10 moving on to The Auto Shop issue with respect to Ms.
11 Irving. We did sue her in this action on the debt for the
12 debt collection piece, so technically I think we're
13 entitled to judgment against her in an amount to be
14 determined.

15 THE COURT: You're entitled to an amount to be
16 determined and under UCC, whatever that statute is UCC,
17 it's a fixed amount after the auction, I believe.

18 MS. GRIGG: I think we can go ahead and fix it now and
19 then reduce it by the amount that it sells at auction.

20 THE COURT: The amount of the judgment is \$23,457.72
21 plus fees and costs of --

22 MS. GRIGG: I'll be happy to submit an affidavit to
23 the Court and serve that on Ms. Irving at the same time.

24 THE COURT: Well, we need to wrap it up today. Give
25 me a round about idea.

1 MS. GRIGG: Beg the Court's indulgence.

2 (Break in proceedings.)

3 MS. GRIGG: Your Honor, it's more than this but we'll
4 just say \$5,000 for fees and costs.

5 THE COURT: All right. \$5,000 reasonable attorney's
6 fees and costs under the contract. The contract allows for
7 recovery of attorney's fees and costs. Doesn't mean --
8 again, that's going to be reduced by the amount they get
9 for it at auction, that's what is going to happen. Okay.
10 And you can talk to a lawyer about what a judgment is. If
11 you don't own any real estate or you don't own any property
12 it's just a judgment, that's what it is. Okay. You can
13 certainly talk to a lawyer about that, I can't give you
14 anymore legal advice other than what slim advice I have
15 given you in this proceeding. Okay. All right. So I find
16 that Founders is entitled to judgment for that stated
17 amount. All right.

18 MS. GRIGG: Thank you, Your Honor. I just didn't want
19 her to think we were going to sue her again.

20 THE COURT: No, that's right, this is it. I've got
21 you.

22 MS. GRIGG: Today is her date in court.

23 THE COURT: Now, as to Mr. Bowers, please tell me the
24 credit union agrees that Mr. Bowers is owed some money.

25 MS. GRIGG: Your Honor, we don't disagree that he's

1 owed some money, we just have a problem with paying the
2 storage costs that are 2,139 that accrued before we even
3 knew that the car was located at The Auto Shop.

4 THE COURT: So you're saying the statute should be
5 strictly interpreted and that y'all didn't have notice.

6 MS. GRIGG: That is correct, Your Honor. For more
7 than two months the car was located at The Auto Shop.

8 THE COURT: But what about the 18 months that he has
9 had this since y'all have known about it? Is he entitled
10 to storage for that?

11 MS. GRIGG: He's not, Your Honor. Because we tried to
12 repossess it but we were told we couldn't get on the
13 property to get it. He wasn't going just going to give it
14 back to us without us paying something for it. And we
15 offered very early on to pay 663 I think was the total,
16 which is the towing and the teardown, but they wouldn't
17 accept the 663. They wanted all of the storage fees.

18 THE COURT: The statute reads, "Storage costs may be
19 charged that have accrued before the notification of the
20 owner and lien holder by certified or registered mail of
21 the location of where the article is." In other words, you
22 can charge storage costs if you notify the lien holder by
23 certified or registered mail. "Notification to the lien
24 holder by the proprietor," which is The Auto Shop, "must
25 occur within five days after receiving the owner's and lien

1 holder's identities." So both identities, and lien
2 holder's identities. "If notice is not mailed within this
3 period storage costs after the five day period must not be
4 charged until the notice is mailed." Any further argument
5 on that, Ms. Grigg, before I hear from Ms. Bowers?

6 MS. GRIGG: So that's our position. He might be
7 entitled to five days worth of storage, but under the
8 statute that's all he can get. They never sent the
9 notification by certified mail to Founders.

10 THE COURT: But then again, Ms. Bowers was in frequent
11 contact with Angelika or somebody at Founders.

12 MS. GRIGG: Angelika, I believe, was with State Farm.

13 THE COURT: State Farm. All right. And Mr. Bowers, I
14 want to make sure I understand your testimony, the first
15 time y'all contacted Founders was September 19th, or was
16 there contact before then?

17 MR. BOWERS: There was a phone call some time before
18 that my wife made, I don't remember the dates after that.

19 THE COURT: So your wife is the Ms. Bowers who is in
20 the paperwork.

21 MR. BOWERS: Yes, sir. After that initial contact I
22 said handle everything by email, we need a record of it. I
23 think what we did is we actually found paperwork in the
24 vehicle that said Founders was the lien holder. We give
25 them a courtesy call to let them know we were dealing with

1 the insurance company and something was wrong. We figured
2 that Founders could have gotten behind the insurance
3 company and push the insurance company to go ahead and
4 settle for the damages, and then if the insurance company
5 had a problem with fraud, that was their responsibility to
6 take on because I'm sure Founders was supposed to be
7 covered by this insurance. But we've contacted Founders
8 several times. Again, like I said, we've dealt with them
9 before on this same situation, usually just if the car is
10 not worth anything they are never willing to work with the
11 business, never. We can send registered notice, usually
12 it's ten days once we've received the vehicle and we do not
13 get anything from anybody. If it's towed in and we don't
14 know anything we apply to the state, we get paperwork back
15 and we send all of that out. We don't do it with these
16 vehicles because we even get vehicles now with the wrecker
17 service that an insurance company may be behind. After ten
18 days they'll come and do an estimate and we'll put a
19 surcharge on there for filing this paperwork because I have
20 to pay for this paperwork, I have to send \$20 to the state
21 to file for the first part of the paperwork, and the
22 insurance companies are already having a cow not wanting to
23 pay that saying we should not have filed that.

24 THE COURT: What do you believe you're entitled to? I
25 know what you said on the witness stand, what do you

1 believe you're entitled to by way of argument?

2 MR. BOWERS: \$3,500 would be extremely fair. Because
3 we have had this car in storage right now as of today for
4 472 days. We have to maintain three million dollars of
5 insurance on our property. If a tornado, a hail storm,
6 vandalism, if anything happens to that car I am liable for
7 it. And they just said it was a \$21,000 car, and that car
8 has been protected for 472 days, which is not even --

9 THE COURT: I think Ms. Grigg asked you what you
10 thought the car was worth. Did you ask him that?

11 MS. GRIGG: We did not opine as to the value of the
12 vehicle.

13 THE COURT: You asked her. Somebody was asked about
14 the value of the car.

15 MS. GRIGG: I asked him.

16 MR. BOWERS: Probably if the car went to auction as
17 is --

18 THE COURT: Just by way of argument.

19 MR. BOWERS: The car would bring \$10,000 at auction
20 from my dealing with the auctions.

21 THE COURT: What does your client think it's worth?

22 MS. GRIGG: Your Honor, it's hard for us to say what
23 it's worth, we have not seen it. We have tried to get in
24 to see it.

25 THE COURT: He says a reasonable amount would be

1 \$3,500, and of course, you're asking for strict
2 interpretation of the statute. I certainly find -- I
3 certainly believe Auto Shop is entitled to more than just
4 five days, you know, if I broadly interpret the statute
5 because you did have notice. Email is usually better
6 notice than certified registered mail. Go ahead, I'm
7 listening.

8 MS. GRIGG: I have nothing further to add, Your Honor.
9 I do think you should strictly interpret, the statute is
10 there for a reason. It puts -- it has certain criteria in
11 the statute that they're supposed to follow. They didn't
12 do what they were supposed to do under that statute and
13 guidelines we have set forth by the legislature.

14 THE COURT: All right. My understanding of your
15 testimony, Mr. Bowers, is that on the initial contact or
16 proof of contract email that you had with Founders, the
17 towing charge along with the storage cost was 2,802.

18 MR. BOWERS: I believe that's right, Your Honor. Yes,
19 sir.

20 THE COURT: That was on September 19th of 2013?

21 MR. BOWERS: Yes, sir.

22 THE COURT: Is that reflected with the answer you
23 filed with the Court?

24 MR. BOWERS: Yes, sir, I believe it was.

25 MS. GRIGG: Your Honor, may I say one more thing?

1 THE COURT: Yes.

2 MS. GRIGG: Why is it fair for him to charge 69 days
3 worth of storage and wants Founders to pay for it when
4 Founders didn't know it was there?

5 THE COURT: Well, I don't -- I haven't made the
6 decision yet.

7 MS. GRIGG: I just want to bring that to the Court's
8 attention. We didn't know it was there for two months.
9 It's like they -- "oh, there's a deep pocket, let me go
10 after that deep pocket." It's just not fair. There's a
11 statutory guideline in place, they should have followed the
12 statutory guideline and they just failed to do so.

13 THE COURT: So what cost do you believe that you're
14 entitled to receive -- the towing costs. What about the
15 teardown, who pays for that, Mr. Bowers?

16 MR. BOWERS: Insurance authorized it. I don't know if
17 Founders has received any money from the insurance. I'm
18 kind of lost as to how the insurance all of the sudden was
19 back in this thing and a month ago Angelika called us and
20 said, "Would you accept 3,500?" She threw the number out.
21 And I said, "Yes, we would do that to get this off the
22 books and not to have to deal with it in court." And she
23 called back and said, "Founders declined, I don't
24 understand what is going on but they will not work with
25 it."

1 MS. GRIGG: Your Honor, as I stated earlier, Founders
2 does not have a problem paying for the towing and the
3 teardown, that is work that they actually did to the
4 vehicle, that's fine. The 663 is what we offered to pay
5 with my first letter to The Auto Shop back in I think it
6 was dated -- the October of 2013 letter, we don't have a
7 problem with that. We have not received any money from
8 State Farm to date, and the car still has to be repaired.
9 We have to pick this car up and take it somewhere to be
10 repaired.

11 THE COURT: I know somebody that does some good work.

12 MS. GRIGG: I think there's some issues between the
13 Auto Shop and Founders.

14 THE COURT: I kinda picked up on that. Y'all give me
15 just a moment, I've made my decision.

16 (Break in proceedings.)

17 THE COURT: Mr. Bowers, I recall in your testimony,
18 when was the -- you indicated a phone call -- you indicated
19 a courtesy call was made and you indicate this in your
20 answer to Ms. Caskey (phonetically), to Pat Caskey when
21 y'all found the information in the vehicle. When was that?

22 MR. BOWERS: It was several days prior.

23 THE COURT: Prior to September 19th?

24 MR. BOWERS: Yes, sir. Like I said, it was a courtesy
25 call. I used to do repossession work for Founders so I

1 sort of understand how all of this works.

2 THE COURT: Mr. Grigg, anything else in response to
3 what he just told me?

4 MS. GRIGG: Nothing further, Your Honor.

5 THE COURT: Based upon the testimony and evidence
6 presented I have already indicated judgment in favor of the
7 plaintiff against Ms. Irving for the stated amount. I find
8 that The Auto Shop is entitled to a reasonable storage
9 charge of \$1,500, plus towing and labor of \$663 for a total
10 outlay of \$2,163 to The Auto Shop. I make that finding
11 based upon credible testimony of Mr. Bowers indicating that
12 right prior to the 69 day notice when he sent the formal
13 bill or the email to Founders is when they discovered the
14 lien holder. I am going to broadly interpret the statute
15 under 15 -- or excuse me, 29-15-10B, I find this is a
16 reasonable and equitable result to the extent that equity
17 plays a part into. So 2,163 to Auto Shop, and y'all handle
18 it the way y'all are going to handle it. That concludes
19 this hearing.

20 (End of the hearing.)

21

22

23

24

25

1 I, the undersigned, Michael C. Watkins, Official Court
2 Reporter for the Sixth Judicial Circuit of the State of South
3 Carolina, do hereby certify that the foregoing is a true,
4 accurate and complete transcript of the proceedings had and
5 evidence introduced in the trial of the captioned case
6 relative to appeal in the Court of Common Pleas for Lancaster
7 County, South Carolina, on the 27th day of October, 2014.

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

10

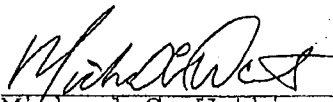
11

January 14, 2016

12

13

14


Michael C. Watkins

15

Court Reporter

16

17

18

19

20

21

22

23

24

25

1 STATE OF SOUTH CAROLINA

2 -----x

3 FOUNDERS FEDERAL CREDIT UNION,

4 Plaintiff,

5 Case No.

6 -against-

2014-CP-29-00065

7 SHARON T. IRVING AND THE AUTO SHOP,

8 Defendants.

9 -----x

10 November 30, 2015

11 Lancaster, S.C.

12

13 B E F O R E:

14 HONORABLE BRIAN M. GIBBONS.

15

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

17 SUZANNE GRIGG, Esquire

18 Attorney for the Plaintiff

19

20

21 DEFENDANT, DERREK BOWERS, pro se

22

23 Aileen Butler

24 Official Court Reporter

25

1 THE COURT: The next matter is Founders Federal
2 Credit Union vs. Irving and The Auto Shop. If you all
3 would just give me a second.

4 All right. Is it Miss Grigg?

5 MS. GRIGG: That's right Your Honor.

6 THE COURT: All right, let me hear from you.

7 MS. GRIGG: Thank you, Your Honor. Suzanne Grigg
8 on behalf of Founders Federal Credit Union. May it
9 please the Court, Your Honor. This is a motion to
10 reconsider the Court's Order and judgement that was
11 entered November 11th of 2014.

12 THE COURT: Before we proceed again let me disclose
13 -- I think I disclosed this at the trial. In fact I
14 know I did. I have a banking relationship with
15 Federal Credit Union. All my deposit accounts are
16 with Founders Federal Credit Union and all debit
17 accounts, of which there are many, are with Founders
18 Federal Credit Union. I have several car loans with
19 them.

20 MS. GRIGG: I think you have a car loans with us
21 too.

22 THE COURT: I have all kinds of loans with
23 Founders Federal which a lot of people in this area
24 do. So, I wanted to disclose that. Are you okay with
25 me continuing to hear this matter?

1 MS. GRIGG: You ruled against me before, Your
2 Honor, so yes, sir.

3 THE COURT: Are you all fine with that?

4 MR. BOWERS: Yes, sir.

5 THE COURT: All right. I'm listening, go ahead.

6 MS. GRIGG: I happy to report this is much less
7 complicated and complex matter then what you just
8 heard.

9 THE COURT: Right.

10 MS. GRIGG: But Founders filed its motion to
11 reconsider essentially based on two grounds, Your
12 Honor. The first ground is that the Court erred in
13 interpreting the statute 29-15-10 (b) broadly. We
14 believe that it should be narrowly construed and
15 actually that the plain language of the statute should
16 govern. And our second ground for reconsideration is
17 that the Court's Order of \$1,500 in storage fees is
18 not supported by the evidence that'S in the file.

19 If I could just give the Court just a brief
20 background.

21 THE COURT: Yes.

22 MS. GRIGG: The case involves a 2007 Lexus that
23 was wrecked in July of 2013. That car was owned by a
24 Sharon Irving. The Order entered in November 2014 did
25 grant Founders a judgement against Miss Irving. We

1 did he repo the car. The car has been sold by now, so
2 that issue is separate from today. Before the Court
3 today is the issue with respect to the storage fees.
4 The auto shop towed the wrecked vehicle to its
5 facility. It held on to the vehicle. It stored it.
6 I don't believe it actually ever did the repairs. I
7 think they did the towing and tear down for 69 days in
8 September 19 of 2013. Sent Founders an e-mail stating
9 okay, here is the storage fee charges of \$2,139 that
10 Founders needs to pay if you want to come pick up this
11 vehicle because at that point in time Miss Irving was
12 not paying for the vehicle. She was not making her
13 payments. So in January of 2014 after the
14 negotiations with the auto shop were not successful we
15 filed our claim of delivery action naming both
16 parties. So that just brings the Court up to speed on
17 the background of the case.

18 THE COURT: Okay.

19 MR. GRIGG: With respect to the motion to
20 reconsider South Carolina Code of Law Annotated
21 29-15-10 provides that a towing company has to notify
22 the lienholder within five days of becoming aware of
23 who that lienholder is that they have the vehicle in
24 its possession. That delivery -- that method of
25 delivery has to be by certified mail or registered

1 mail. That is clearly in the statute and I hate to
2 read it into the record but just for the record.

3 THE COURT: Go ahead I am looking at it right
4 here.

5 MS. GRIGG: Thank you, Your Honor. Again,
6 29-15-10 (b), "Notification to the owner and
7 lienholder by the priority, owner or operator of the
8 towing company, storage facility, garage or repair
9 shop must occur within five days after receiving the
10 owner's and lienholder's identities. If the notice is
11 not mailed within this period, storage costs after the
12 five-day period must not be charged until the notice
13 is mailed."

14 In the Court's Order it found that e-mail
15 notification that was sent September 19th of 2013 was
16 sufficient notification to Founders. Our position is
17 that is not what the statute says. That is not how
18 the legislature actually wrote the statute.

19 THE COURT: Was that e-mail acknowledged by
20 Founders?

21 MS. GRIGG: Yes, sir, it was.

22 THE COURT: Okay. I guess, you know, when was the
23 statute last amended? Let me look at it. History
24 29-15-10. When did subsection (b) last get amended?
25 Was it before e-mail? Do you see where I am going

1 with that.

2 MS. GRIGG: I certainly understand where the Court
3 is going.

4 THE COURT: An e-mail acknowledged by the
5 lienholder to me satisfies the intent of the
6 legislature. I understand your argument. Go ahead
7 make your argument. That was the basis. Maybe I
8 wasn't specific enough in my ruling on that. Go
9 ahead, I'm listening.

10 MS. GRIGG: And I certainly understand your
11 argument. Our position is if you look at the plain
12 meaning of the statute that is not what it says.

13 THE COURT: Sure.

14 MS. GRIGG: And in Hydros versus Rainey
15 (phonetics) which is a 2000 Supreme Court case, the
16 Supreme Court essentially says the Court can not
17 impose its interpretation when the language in the
18 statute is clear and unambiguous. So that's our
19 position with respect to that. And Your Honor's this
20 is an issue -- and I'm hesitate to even bring this up.
21 This is not an issue that is in Circuit Court very
22 often. This is typically and issue that is before the
23 Magistrate Court judges based on the amount at issue.
24 So according to the South Carolina bench book for
25 summary court judges it does specifically say they got

1 to send notification by mail or they only get five
2 days worth of storage charges otherwise you got an
3 unfair result which is what I will get to in just a
4 second.

5 You got a towing company that essentially holds on
6 to that vehicle. The storage fees can continue to
7 mount, to mount, to mount even before they even send
8 notification to the lienholder and then the lienholder
9 is stuck with having to pay those storage fees when it
10 had no notification that its collateral was even
11 there. So there is some -- some persuasiveness in the
12 summary court judges rule to determine that issue.
13 And I do have a Richland County opinion from a
14 Magistrate Court judge with respect to that. That
15 only entitled -- I should say, they only awarded the
16 towing company five days worth of storage charges.
17 And in that case they did -- they actually did send it
18 by mail, but they didn't allow the storage charges to
19 mount prior to that notification.

20 So let's talk about the \$1,500. The second ground
21 of our motion to reconsider is there was insufficient
22 evidence in the record to even get to the \$1,500 mark.
23 If you look at the timeline from July when the vehicle
24 was wrecked until September 19th of 2013 that was
25 approximately 69 days. Well, the amount of storage

1 charges that they wanted at that point of time was
2 \$2,139. And I think that is important. From
3 September 19th --

4 THE COURT: That's 69 days times --

5 MS. GRIGG: Times 31. Thirty-one dollars.

6 THE COURT: Thirty-one dollars a day?

7 MS. GRIGG: Yes, sir.

8 THE COURT: Go ahead.

9 MS. GRIGG: That is what the invoice stated. If
10 you go from September 19th of 2013 until when we filed
11 the claim, delivery in January. I believe it was
12 January 21, 2014 that is additional 125 days. That's
13 an additional \$4,000 worth of storage fees. So
14 regardless of how you slice the two numbers you don't
15 get to a \$1,500 storage fee award.

16 Now the Court's probably thinking why is Founders
17 wasting my time and wasting its time and energy on
18 \$1,500 worth of storage fees.

19 THE COURT: I'm not thinking that. I understand
20 it's an important legal -- you all do this is a day
21 in, day out process that the credit union deals with
22 and I understand it needs to be some kind of legal
23 precedent.

24 MS. GRIGG: And that's exactly the reason. It is
25 truly a matter of principal. If we put in to effect

1 the court's ruling that a towing company can
2 essentially sit on a vehicle and just maintain its
3 vehicle in its possession without of ever notifying
4 the credit union, or or whoever the lienholder is
5 liable for --

6 THE COURT: But that's the whole issue and I think
7 I addressed this last year. I think it has been about
8 a year. It's hard to believe it has been over a year.
9 I understand plain ordinary meaning or something
10 unambiguous, but I also have to ascertain and
11 effectuate the intent of the legislature. That's the
12 carnal rule of statutory interpretation. And you
13 know, talk me out of my opinion that the intent of
14 this statute is to put the lienholder on notice.
15 Okay. That the vehicle is being stored. What better
16 way, what better evidence of notice is there than an
17 e-mail with an acknowledgement.

18 Now, if it was just a blanket e-mail and then
19 Founders never applied to we wouldn't be having this
20 discussion. I think this is a very limited fact
21 situation and you know, the intent of my ruling was
22 not to say it's okay from now on for all storage
23 companies, towing companies to be able to e-mail in
24 the future. I think this is very fact specific
25 because we had an acknowledgement from Founders

1 saying, yeah, we know the vehicle is there.

2 MS. GRIGG: Let me be clear. We did not know that
3 the vehicle was there until we received that e-mail
4 confirmation.

5 THE COURT: That was acknowledged receipt of the
6 e-mail, right?

7 MS. GRIGG: There was some e-mail back and forth
8 subsequent to that, and it might have been two days
9 prior to that that somebody made a phone call.

10 THE COURT: Which may have been the basis for me
11 giving them \$1,500 then the full 21. That's the
12 equitable nature of the Court. I think I brought that
13 up as well.

14 All right. Go ahead, I'm listening. Let's make a
15 good record. I don't know where this is going to go,
16 but if it goes up let's make sure we have a good
17 record.

18 MS. GRIGG: That's why we are here today to make
19 as good of record as we can. That's my problem with
20 the issue or the ruling, Your Honor. Founders ---
21 even if you go two days before that which I think is
22 the very earliest that Founders could have learned
23 that its collateral was at the auto shop, if you back
24 it up the two days to September the 17th, Founders is
25 still being held responsible for \$2,000, or under what

1 they demanded in the invoice initially, \$2,100 of
2 storage fees that it didn't know about. How can you
3 hold Founders liable for storage fees of \$2,139 when
4 it didn't even know its collateral was there. That's
5 the problem that we have. That's inequitable to force
6 them to pay the auto shop what they were demanding at
7 the time 2,139 when Founders had no knowledge first of
8 all that the vehicle even been wrecked, and two, that
9 it had been towed to the auto shop.

10 THE COURT: Got you. I understand your argument.
11 Let me hear from them. Yes, sir.

12 MR. BOWERS: Your Honor, Ms. Grigg is wrong on
13 several things. The car was in storage for 440 days
14 which my insurance covered that car. That car was in
15 our possession. We cover it. Under the Magistrate
16 she is talking about, I have the paper the Magistrate
17 gives us that we have to follow. The car was never
18 abandoned. It was not towed, stored and abandoned.
19 This was a consigned job. We had a consigned order
20 from Ms. Irving. We had contact with State Farm
21 Insurance. This was a repair. This was not a --

22 THE COURT: So, this wasn't a pick up or a
23 mistake.

24 MR. BOWERS: Right. This was a repair. I had
25 constant with Miss I convincing. State farm was

1 having a problem paying for it because someone else
2 was driving it. That type thing. When we found out
3 Founders was the lienholder we contacted Founders by
4 phone on 9-18 and said, hey, you may want to get
5 behind this and help this along so Miss Irving can get
6 her car repaired.

7 I got an e-mail from Founders that said Miss Irving
8 contacted them on 9-17 and told them of the problem
9 with the car. When I finally got a right to cure
10 after we come to Court on 10-27-14, the right to cure
11 did not expire until 9-27. They couldn't even
12 repossess the car until right to cure had expired. So
13 if Miss Griggs is saying is correct then that means
14 every vehicle that comes to my shop for repairs and is
15 there over five days I got to file paperwork to take
16 it and notify everybody and we have a lot of vehicles
17 that's there. We got one there today we're working on
18 there that has been 30 days back and forth between the
19 insurance companies and ordering parts.

20 I don't think it is fair to have file and threaten
21 customers that we're going to take their car because
22 we're not paid and the job is not completed. It says
23 we have 30 days to notify them have via mail once the
24 job is completed and unpaid. This job was never
25 completed.

1 THE COURT: Talk to me then -- I understand your
2 position on the notice part and the statute. Okay.
3 Talk to me then about my finding you're entitled to
4 1,500 hundred rather than the 2,139.

5 MR. BOWERS: On 8-14-2014 me and State Far,
6 entered into an agreement. State Farm found I was
7 owed \$3,500. They offered that agreement. I accepted
8 it. Founders called State Farm and had the agreement
9 refused. State Farm was willing to pay me and me give
10 Founders the car. We never would have been here and I
11 would have come out with \$3,500 instead of the 1,500.
12 My insurance at the end the year does an audit. How
13 many cars I have towed. How many cars I have stored,
14 and they base my insurance on this. I have to protect
15 that car if it is hail damage, if something falls on
16 it, if it gets damaged, if something in the yard
17 catches on fire and burns my car up my insurance is
18 liable for that car. I am paying insurance for that
19 car to sit on my yard for 448 days. Even after we
20 came to court on 10-27 it was 12-3 with a threatening
21 letter to Miss Griggs before I could get Founders to
22 come get the car. They still wouldn't pick the car
23 up. They left it for 30 something more days after we
24 went to court. I think the Court was more than fair
25 with founder on the \$1,500 charge.

1 THE COURT: All right. Thank you, sir. I
2 understand your position completely.

3 MR. BOWERS: One more thing to add.

4 THE COURT: Yes, sir.

5 MR. BOWERS: When we came to court State Farm had
6 already settled with Founders and paid them almost
7 \$8,000 that no one bothered to mention. I didn't find
8 that out till after we were at court.

9 THE COURT: I understand. Thank you, sir. The
10 money isn't the issue. Okay. And I want to make sure
11 understand that because I know you're not a lawyer.
12 You've done an excellent job representing yourself in
13 this court. The money is not the issue. The whole
14 issue is the judicial interpretation of the statute.
15 That's the issue. And then of course whether or not
16 there is enough evidence in the record, the second
17 part to determine the amount of damages.

18 Miss Grigg I will give you the last say so to make
19 sure you get anything in the record that you want in
20 the record.

21 MS. GRIGG: Thank you, Your Honor. I just want to
22 clarify a couple points that Mr. Bowers just made.
23 Okay. He said the car was not abandoned but yet it
24 was there 69 days before they ever notified Founders
25 that the car was there. The repairs were never made

1 to that vehicle so that's an issue that he had with
2 Miss Irving. That's an issue he has with Miss Irving.
3 That should not have any effect on Founders or
4 obligate Founders to pay for something they did not
5 know about.

6 With respect to Founders leaving the car there
7 until 12-3 the following the Court's ruling in the
8 trial that day we wanted to wait until we had the
9 Court's Order actually entered before we did anything
10 with repossessing that car. We felt that was the more
11 prudent way to go.

12 With respect to the State Farm settlement I can
13 tell you the State Farm settlement did not occur prior
14 to the trial. That occurred afterwards. State Farm
15 ended up paying Founders maybe \$7,800 --

16 THE COURT: I got it in here.

17 MS. GRIGG: -- on like a \$24,000 debt. So Founders
18 did lose a lot of money in this deal, Your Honor.

19 THE COURT: I got you. And again, I know it's not
20 about the money. As you said Miss Grigg it is about
21 the interpretation of the statute.

22 All right. Let me do this. I will take it under
23 advisement. I will think about it and I will issue an
24 Order later on today. I don't want to sit on it too
25 much. I kind of have an idea about what I want to do

1 but I will check some more things before I do that and
2 read the statute again and reread my Order from the
3 previously hearing. So, what I'll do is I will issue a
4 Form 4 Order which will be on file with the clerk's
5 office.

6 Madame clerk, if you will -- I'm going to get your
7 fax number, okay, and Miss Grigg we have your fax
8 number and I will have my clerk -- well, e-mail be
9 better or fax?

10 MS. GRIGG: I got my e-mail, judge, that I can
11 give it.

12 THE COURT: Have you been getting e-mail from the
13 clerk's office or you just get a fax?

14 MS. GRIGG: I don't get anything. Would you like
15 me to hand them my card.

16 THE COURT: Yes, do that. What we'll do is --
17 what we are going to do I will have my law clerk --
18 would you rather fax the form 4 or would you rather
19 e-mail?

20 LAW CLERK: I like fax.

21 THE COURT: Okay, we will fax it. It's something
22 about having a paper copy in your hand. We will fax
23 it to both of you as soon as the order is in.

24 MR. BOERS: I like the e-mail.

25 THE COURT: I understand. We fax this stuff.

1 Thank you.

2 MR. BOWERS: Thank you, Your Honor.

3 MS. GRIGG: Thank you.

4 (END OF TRANSCRIPT)

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

C E R T I F I C A T E

I, the undersigned Aileen Butler, Official Court Reporter for the 16TH Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings in the captioned case, in the Circuit Court for Lancaster County, South Carolina, on the 30th day of November, 2015.

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

March 5, 2016

Aileen Butler

STATE OF SOUTH CAROLINA
IN THE
COURT OF APPEALS

RECEIVED

AUG 12 2016

SC Court of Appeals

Appeal from the Court of Common Pleas
For Lancaster County
Honorable Brian M. Gibbons, Circuit Judge
Civil Action No.: 2014-CP-29-00065

Founders Federal Credit Union,

Appellant,

v.

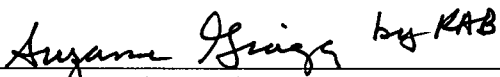
Sharon T. Irving and The Auto Shop,

Respondents.

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.

August 12, 2016

 *by KAB*
Suzanne Taylor Graham Grigg, Esquire
NEXSEN PRUET, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Telephone: (803) 540-2114
Telecopier: (803) 727-1440
E-Mail: SGrigg@nexsenpruet.com

Attorneys for the Appellant