

To Whom It May Concern:

Dear Mrs. Jenny Abbott Kitchings, I am writing to try and correct an injustice done in the name of justice. I originally filed a suit against a mechanic who stole my vehicle and sold it after I dropped it off for repair. The original indicated that what he did was "wrong". He then ordered the defendant to pay a sum of \$2000, which is less than half of what the vehicle was worth. I sent the defendant a notice before filing that I only wanted my vehicle replaced, no money. The cop said that the \$3400 in labor I exchanged in addition to the \$500 cash would not be considered on the criminal side as far as filing criminal charges, so the defendant and I had a verbal agreement and he gave me \$500 on parts I bought for the vehicle and another \$500 toward what I paid in cash for the vehicle in order not to press criminal charges and the judge ruled that \$1000 would go toward the \$2000 he granted in the judgement even though I explained that \$500 of that was for recent parts that I had the receipt for. He would not hear the taping of this agreement and the defendant and I conversing whilst I was trying to convince him to just replace the vehicle since he had dealer license and could maybe get it for less than I could. On an appeal the judge says that I was awarded a \$1000 and that the \$1000 has been paid as he read from Judge Mayers return and every word he read from that paragraph word for word except conveniently leaving the last four words out which I believe that why would you read all of that word for word and stop just before the last four words in the entire document. I tried to tell him it was a total of \$2000 but he asked the defendant, who lied again of course and said he didn't owe me anything. The appeal judge didn't even let me present my case. He assumed this was the case and basically said he already paid you and you all had an agreement and you accepted the \$1000 for the car. When I tried to explain to him that was not the case and the judge before him knew that as well he just dismissed me as a liar presumably because I'm a young looking African American male. When I appealed to your court, you sent me a denial saying that you never received a transcript. I ordered the transcript from the case and sent it to your office. I'm unsure if your office simply misplaced it or something happened with the postal service but I am outraged. There is no office for the circuit court reporter for judge john so I had to request it in writing and wait on a response. When I received the response there were instructions I had to follow and the process took a minute and it would have been over the time limit to appeal so I went ahead and filed the appeal and sent the transcript later. Enclosed is copies of the request, response, and transcript I originally sent. I'm requesting that this matter be revisited, as I can prove that I fulfilled all the requirements and that the problems that occurred were not any fault of my own. I just want my vehicle replaced. I went there with a 1987 Porsche 944, I want to leave there with a 1987 Porsche 944 and I'm just looking for a fair, just, and unbiased process to get there. Thanks.

RECEIVED

SEP 21 2017

SC Court of Appeals

Respectfully Yours,

Derek Woodberry
Derek Woodberry

The South Carolina Court of Appeals

Derek Woodberry, Appellant,

v.

Atlantic Auto Sales, Audrey Popov, Respondent.

Appellate Case No. 2016-002022

The Honorable Steven H. John
Horry County
Trial Court Case No. 2016CP2602319

2016 NOV 28 PM 4:55
CLERK OF COURT

ORDER

Appellant has failed to order the transcript, as required by Rule 207(a)(1) of the South Carolina Appellate Court Rules, and letter of this Court dated October 14, 2016. Accordingly, this matter is dismissed. The remittitur will be sent as provided by Rule 221(b), SCACR.

FOR THE COURT

BY V. Claire Allen, Deputy
CLERK

Columbia, South Carolina

FILED

November 4, 2016 gc

cc:

Derek Woodberry
Audrey Popov

Dixie Eubank
P.O. Box 2194
Murrells Inlet, SC 29576

Mrs. Dixie Eubank:

I am writing because I would like a copy of transcript for my case heard by Judge Steven H. John in courtroom 3b at 1pm on August 24, 2016. My name is Derek Woodberry and the case was vs. Atlantic Auto Sales Audrey Popov. Case no. 2016CP262319. My phone number is 404-973-5242 and my email address is derekwoodberry@yahoo.com. Thanks.

Respectfully Yours,

Derek Woodberry



State of South Carolina
The Circuit Court of the Fifteenth Judicial Circuit

Dixie Cox Eubank
Circuit Court Reporter
Certified Court Reporter

September 23, 2016

P O Box 2194
Murrells Inlet, South Carolina
29576-2194

Mr. Derek Woodberry
7715 Porcelain Ct.
Gresham, South Carolina 29546

In re: Derek Woodberry v. Atlantic Auto Sales, et al
(2016-COPY-26-02319)

Dear Mr. Woodberry:

I have received your request for the Transcript of Record in the above-referenced case that was heard on August 24, 2016 before the Honorable Steven H. John.

Please be advised that I have checked my records for that date and have determined that I was the court reporter. I have estimated the transcript to be approximately 12 pages. The per page rate is set by South Carolina Court Administration at \$3.25 per page. My estimate for the cost of this transcript is approximately Forty-Five (\$45.00) Dollars. According to the rules I am allowed to collect in advance of preparing the transcript, therefore, if you would send a deposit in the amount of the \$45.00 I will place your request in order of receipt, as I am required by SC Court Administration to do.

When I have completed the transcript I will prepare a bill and if there is any money due you I will refund that amount to you when I deliver the transcript.

Thanks.

Sincerely,

A handwritten signature in cursive script that reads "Dixie Cox Eubank".

Dixie Cox Eubank
Official Court Reporter

KAY H. RICHARDSON
Post Office Box 282
Aynor, South Carolina 29511

INVOICE NUMBER: 987
DATE OF HEARING: August 24, 2016
DATE OF BILLING: December 4, 2016

RE:

Derek Woodberry v. Atlantic Auto Sales, Inc., et al.
Case Number: 2016-CP-26-02319

TO:

Mr. Derek Woodberry
7715 Porcelain Court
Gresham, SC 29546

THE HEARING HELD BEFORE THE HONORABLE STEVEN H. JOHN:

Original Transcript	(8 PAGES)	\$ 26.00
TOTAL		\$ 26.00
PAYMENT RECEIVED		\$ 46.00
REFUND DUE TO WOODBERRY		\$20.00



POSTAL MONEY ORDER

Serial Number

23898400931

Year, Month, Day
2016-12-05

Post Office
295110

U.S. Dollars and Cents

\$20.00

Amount

Twenty Dollars and 00/100 *****

Pay to

Derek Woodberry

Clerk 04

Address

715 Pearce Blvd
Gresham, OR 97030

From

Kay A. Richardson

Address

Po Box 252

Memo

Aynor SC 29511

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ORIGINAL

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF Horry) 2016-CP-26-02319

DEREK WOODBURY,)
)
Appellant,) **Transcript of Record**

vs.)

August 24, 2016

ATLANTICAUTO SALES AND)
AUDREY POPOV,)

Respondents.)

B E F O R E:

Honorable Steven H. John
Horry County Courthouse
Conway, South Carolina

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

Derek Woodberry
Pro Se Plaintiff

Audrey Popov
Pro Se Defendant

TAKEN BY:

Dixie C. Eubank
Circuit Court Reporter

PREPARED BY:

Kay H. Richardson
Circuit Court Reporter

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I N D E X

AUGUST 24, 2016

Pg.

By the Court	3
Ruling of the Court	5
Certificate of Court Reporter	8

E X H I B I T S

No.

ID

EV

(No exhibits were marked or admitted.)

1 **(AUGUST 24, 2016)**

2 THE COURT: The next one was Derek Woodberry versus
3 Atlantic Auto Sales. There was an issue and some party had to
4 come back to the Court. Is everybody here now?

5 All right. Y'all come forward, gentlemen. Y'all sit
6 down for a second and let me go through the return of Judge
7 Mayers.

8 All right, gentlemen. Judge Mayers issued his order. He
9 had a hearing, received testimony in that there was testimony
10 that a 1987 Porsche 944 was towed to Atlantic Auto Sales.
11 There was a disposal of the vehicle. There is conflict in the
12 testimony as to why that occurred. The criminal complaint for
13 request for a criminal investigation was apparently had by the
14 owner of the vehicle. Type of investigation was conducted by
15 the Horry County Police. The Defendant in the previous action
16 responded here, paid to the Plaintiff or to Mr. Woodberry the
17 sum of \$1,000 which was accepted by Mr. Woodberry. The Court
18 stated it conducted its hearing into, as stated the shape,
19 mileage, condition of the vehicle, how much was paid for it,
20 examined the photographs. He found that damages in this
21 matter were the sum of \$1,000 and that that sum had already
22 been paid to the Plaintiff Mr. Woodberry and accepted by him.
23 That's the Court's ruling. There was an appeal thereafter.
24 I'm assuming, Mr. Woodberry, you did not agree with it?

25 MR. WOODBERRY: Yes, sir.

1 THE COURT: Is that correct?

2 MR. WOODBERRY: Correct, Your Honor.

3 THE COURT: And under what grounds have you filed your
4 appeal?

5 MR. WOODBERRY: Well, Your Honor, the judgment was a
6 total of 2,000 and he said I had already given him a 1,000
7 which was when I filed the criminal case.

8 THE COURT: I'm sorry. You're saying \$2,000. Is there
9 an order that says that ---

10 MR. WOODBERRY: No.

11 THE COURT: The orders of Judge Mayers are what I have
12 here, original, signed by him that says the Court did find
13 that as best case scenario that Popov knew he should not have
14 sold the car and was liable for the amount of \$1,000.

15 MR. WOODBERRY: Right.

16 THE COURT: The Court took into account \$1,000 had
17 already been submitted.

18 MR. WOODBERRY: Correct. So, 1,000 plus the 1,000 that
19 already been submitted.

20 THE COURT: No, sir. That's not what it says. He said
21 is liable in the amount of \$1,000 and \$1,000 has been paid.
22 That's what Judge Mayers has said.

23 MR. WOODBERRY: Okay. Well, that's not what he said in
24 the courtroom. He said \$2,000; \$1,000 he's liable for now and
25 1,000 has already been paid. That's what he conveyed in the

1 courtroom.

2 THE COURT: Mr. Popov, what do you say that?

3 MR. POPOV: My understanding was what you just read on
4 the paper that I had already given him 1,000 and it stays with
5 him, yes, sir.

6 THE COURT: Mr. Popov, your argument, based on behalf of
7 you and Atlantic Auto Sales was -- correct me if I'm wrong --
8 and I'm looking at your written response that you filed with
9 the Magistrate's office was what we call an accord and
10 satisfaction that you had paid to Mr. Woodberry \$1,000 for
11 what he was owed. He accepted it, he cashed it as an accord
12 and satisfaction and it's a full and complete settlement of
13 the matter; is that -- was that your argument to Judge Mayers?

14 MR. POPOV: Yes, sir.

15 THE COURT: Mr. Woodberry, I can only go by what -- the
16 documentation that's in the file.

17 MR. WOODBERRY: Right.

18 RULING OF THE COURT:

19 THE COURT: Judge Mayer says that Mr. Popov was liable
20 for the amount of \$1,000 and the Court took into account the
21 \$1,000 that had already been submitted. There's no other way
22 that the Court can construe that other than an accord and
23 satisfaction. That is he offered to you for your damages,
24 whatever they may be, \$1,000; you accepted it; you cashed it;
25 that's the end of the matter. That's what the Magistrate

1 said. I find no dispute with that either in the law or the
2 facts. I'm affirming the decision of Judge Mayers.

3 Thank you very much.

4 MR. WOODBERRY: Well, I have -- well, that's not actually
5 my case, Your Honor. My -- I mean, well, he's -- the fact
6 that he's saying that \$1,000 which was being misconstrued,
7 that my case is actually that the vehicle when he assessed the
8 value of the vehicle, he did not assess the value of the
9 vehicle correctly. And I have evidence of what the vehicle
10 was worth and I have evidence of what the condition ---

11 THE COURT: Well, and Judge -- and Judge Mayers says in
12 his order that he, again, the Court inquired into the shape,
13 mileage and how much was paid to the vehicle. Woodberry
14 testified he purchased the car for \$500 plus some labor. He
15 did not know the mileage but it was quote, a classic, close
16 quotes, car. The Court reviewed the online estimates and
17 found that they were for exceptionally -- exceptional
18 conditioned vehicles. Two photos were submitted from the
19 position at the Pick-and-Pull. The Court found the condition
20 to be of a typical condition of a sixteen-year-old vehicle,
21 very used. No photos were submitted by Woodberry. The
22 vehicle did not run and was in disrepair. The Court did find
23 that as best case scenario that Popov knew that he should not
24 have sold the car and was liable for the amount of \$1,000.
25 The Court took into account the \$1,000 that had already been

1 submitted. Based upon the documentation ---
(Not the end of original sentence)!

2 MR. WOODBERRY: Yeah, I have ---

3 THE COURT: Based upon the documentation before the
4 Magistrate, the photographs, the information you submitted to
5 the Magistrate, I find that the Magistrate's decision is
6 proper in fact and in law and I am affirming Judge Mayers'
7 decision.

8 Thank you, gentlemen.

9 MR. POPOV: Thank you, sir.

10 (ADJOURNED.)

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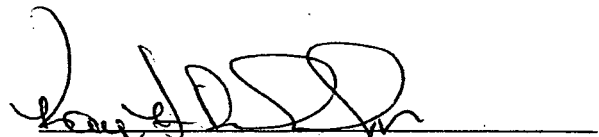
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C E R T I F I C A T E

I, the undersigned, Kay H. Richardson, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the hearing held in the case of Derek Woodberry versus Atlantic Auto Sales, Inc. and Audrey Popov, held in the Court of Common Pleas for Horry County, Horry County Courthouse, Conway, South Carolina, on August 24, 2016, taken by Dixie C. Eubank.

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



Kay H. Richardson

Official Court Reporter

December 4, 2016.

To whom it may concern:

This letter is to satisfy the Horry County law that requires that the complainant send a "10-day right-to-cure" notice stating the amount owed before a civil suit can be filed. I require to be indemnified as is my right by law. That means a working Porsche 944 to be pre-approved by me. If this requirement cannot be met within 10 business days of the receipt of this letter then proceedings will commence to include the value of the vehicle, and separate compensations for the violation of each of the following laws: breach of trust, malicious intent to fraud, and my right to due process. So it is and so stated this day of October, 2015.

Respectfully Yours,

Derek Woodberry

Derek Woodberry

derekwoodberry@yahoo.com
(404) 973 5242

2016 MAY 31 PM 1:05

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

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

2016 MAY 31 PM 1:05

RESPONDENT,

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

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

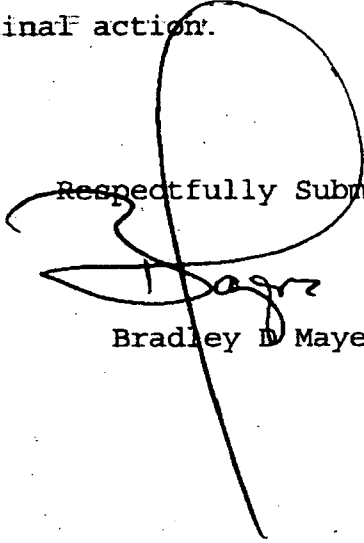
The respondent, Popov testified that the Porsche was left in possession of Atlantic on July 23rd, 2015 not September 4th, 2015. Popov claims that he was unaware of the verbal agreement between his mechanic, Edwards and the appellant Woodberry. There was not an invoice made for the mechanical service.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

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

The court inquired into the shape, mileage, and how much was paid for the vehicle. Woodberry testified he purchase the car for \$500 plus some labor. ^(3,500 worth) He did not know the mileage but it was a "classic" car. The court reviewed the "online" estimates and most were for exceptional conditioned vehicles. Two photos were submitted from its position at "Pick n Pull". The court found the condition to be of a typical condition of a 16 year old vehicle, very used. No photos were submitted by Woodberry. The vehicle

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

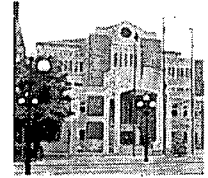
Respectfully Submitted



Bradley D Mayers



Horry County Fifteenth Judicial Circuit Public Index



Horry County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

Derek Woodberry VS Atlantic Auto Sales

Case Number:	2015CV261072551	Court Agency:	Conway Magistrate Court	Filed Date:	11/04/2015
Case Type:	Civil	Case Sub Type:	Summons & Complaint	File Type:	
Status:	Disposed	Assigned Judge:	Mayers, Bradley Dwyer		
Disposition:	Find for Plaintiff	Disposition Date:	03/14/2016	Disposition Judge:	Mayers, Bradley Dwyer
Original Source Doc:		Original Case #:			
Judgment Number:	2015CV261072551	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

For:	Woodberry, Derek	Against:	Atlantic Auto Sales	Judg. Amount:	\$1,080.00	Judgment Date:	03/14/2016
Description:	Judgment/Judgment	Disposition:		Disp. Date:		Date Entered/Last Changed	03/14/2016 -- 09/12/2016
Notes:	None						

Judgment Details

Claims Code	Detail Desc.	Detail Amount	Detail Date
JGM	Judgment	\$1,000.00	09/12/2016
CST	Court Costs / Filing Fees	\$80.00	09/12/2016

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Breach of trust legal definition of breach of trust

<http://legal-dictionary.thefreedictionary.com/breach+of+trust>

breach of trust

Also found in: **Dictionary, Thesaurus, Wikipedia.**

breach of trust

n. 1) any act which is in violation of the duties or a trustee or of the terms of a trust. Such a breach need not be intentional or with malice, but can be due to negligence. 2) breaking a promise or confidence. (See: **breach**)

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See: **abuse, corruption, disloyalty, embezzlement, improbity, infidelity, infraction, misappropriation.**

Burton's Legal Thesaurus, 4E. Copyright © 2007 by William C. Burton. Used with permission of The McGraw-Hill Companies, Inc.

breach of trust a failure by a trustee to discharge the duties imposed on him by the terms of the trust or by the general law in relation to the trust property or the beneficiaries.

Collins Dictionary of Law © W.J. Stewart, 2006

BREACH OF TRUST. The willful misappropriation, by a trustee, of a thing which had been lawfully delivered to him in confidence.

2. The distinction between larceny and a breach of trust is to be found chiefly in the terms or way in which the thing was taken originally into the party's possession; and the rule seems to be, that whenever the article is obtained upon a fair contract, not for a mere temporary purpose, or by one who is in the employment of the deliverer, then the subsequent misappropriation is to be considered as an act of breach of trust. This rule is, however, subject to many nice distinctions. 15 S. & R. 93, 97. It has been adjudged that when the owner of goods parts with the possession for a particular purpose, and the person who receives them avowedly for that purpose, has at the time a fraudulent intention to make use of the possession as the weans of converting the goods to his own use, and does so convert them, it is larceny; but if the owner part with the property, although fraudulent means have been used to obtain it, the act of conversion is not larceny. *Id.* *Alis. Princ. c. 12, p. 354.*

3. In the Year Book, 21 H. VII. 14, the distinction is thus stated: *Pigot.* If I deliver a jewel or money to my servant to keep, and he flees or goes from me with the jewel, is it felony? *Cutler* said, Yes: for so long as he is with me or in my house, that which I have delivered to him is adjudged to be in my possession; as my butler, who has my plate in keeping, if he flees with it, it is felony. Same law; if he who keeps my horse goes away with, him: The reason is, they are always in my possession. But if I deliver a horse to my servant to ride to market or the fair and he flee with him, it is no felony; for e comes lawfully to the possession of the horse by delivery. And so it is, if I give him a jewel to carry to London, or to pay one, or to buy a thing, and he flee with it, it is not felony: for it is out of my possession, and he comes lawfully to it. *Pigot.* It can well be: for the master in these cases has an action against him, viz., *Detinue*, or *Account*. See this point fully discussed in *Stamf. P. C. lib. 1; Larceny, c. 15, p. 25.* Also, 13 Ed. IV. fo. 9; 52 H. III. 7; 21 H. VII. 15.

A Law Dictionary, Adapted to the Constitution and Laws of the United States. By John Bouvier. Published 1856.

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Disclaimer

Malicious Intent

Malicious intent refers to the intent, without just cause or reason, to commit a wrongful act that will result in harm to another. It is the intent to harm or do some evil purpose.

Fraud

A false representation of a matter of fact—whether by words or by conduct, by false or misleading allegations, or by concealment of what should have been disclosed—that deceives and is intended to deceive another so that the individual will act upon it to her or his legal injury.

Fraud is commonly understood as dishonesty calculated for advantage. A person who is dishonest may be called a fraud. In the U.S. legal system, fraud is a specific offense with certain features.

Fraud is most common in the buying or selling of property, including real estate, Personal Property, and intangible property, such as stocks, bonds, and copyrights. State and federal statutes criminalize fraud, but not all cases rise to the level of criminality. Prosecutors have discretion in determining which cases to pursue. Victims may also seek redress in civil court.

Fraud must be proved by showing that the defendant's actions involved five separate elements: (1) a false statement of a material fact, (2) knowledge on the part of the defendant that the statement is untrue, (3) intent on the part of the defendant to deceive the alleged victim, (4) justifiable reliance by the alleged victim on the statement, and (5) injury to the alleged victim as a result.

These elements contain nuances that are not all easily proved. First, not all false statements are fraudulent. To be fraudulent, a false statement must relate to a material fact. It should also substantially affect a person's decision to enter into a contract or pursue a certain course of action. A false statement of fact that does not bear on the disputed transaction will not be considered fraudulent.

Second, the defendant must know that the statement is untrue. A statement of fact that is simply mistaken is not fraudulent. To be fraudulent, a false statement must be made with intent to deceive the victim. This is perhaps the easiest element to prove, once falsity and materiality are proved, because most material false statements are designed to mislead.

Third, the false statement must be made with the intent to deprive the victim of some legal right.

Fourth, the victim's reliance on the false statement must be reasonable. Reliance on a patently absurd false statement generally will not give rise to fraud; however, people who are especially gullible, superstitious, or ignorant or who are illiterate may recover damages for fraud if the defendant knew and took advantage of their condition.

Finally, the false statement must cause the victim some injury that leaves her or him in a worse position than she or he was in before the fraud.

A statement of belief is not a statement of fact and thus is not fraudulent. Puffing, or the expression of a glowing opinion by a seller, is likewise not fraudulent. For example, a car dealer may represent that a

particular vehicle is "the finest in the lot." Although the statement may not be true, it is not a statement of fact, and a reasonable buyer would not be justified in relying on it.

The relationship between parties can make a difference in determining whether a statement is fraudulent. A misleading statement is more likely to be fraudulent when one party has superior knowledge in a transaction, and knows that the other is relying on that knowledge, than when the two parties possess equal knowledge. For example, if the seller of a car with a bad engine tells the buyer the car is in excellent running condition, a court is more likely to find fraud if the seller is an auto mechanic as opposed to a sales trainee. Misleading statements are most likely to be fraudulent where one party exploits a position of trust and confidence, or a fiduciary relationship. Fiduciary relationships include those between attorneys and clients, physicians and patients, stockbrokers and clients, and the officers and partners of a corporation and its stockholders.

A statement need not be affirmative to be fraudulent. When a person has a duty to speak, silence may be treated as a false statement. This can arise if a party who has knowledge of a fact fails to disclose it to another party who is justified in assuming its nonexistence. For example, if a real estate agent fails to disclose that a home is built on a toxic waste dump, the omission may be regarded as a fraudulent statement. Even if the agent does not know of the dump, the omission may be considered fraudulent. This is constructive fraud, and it is usually inferred when a party is a fiduciary and has a duty to know of, and disclose, particular facts.

Fraud is an independent criminal offense, but it also appears in different contexts as the means used to gain a legal advantage or accomplish a specific crime. For example, it is fraud for a person to make a false statement on a license application in order to engage in the regulated activity. A person who did so would not be convicted of fraud. Rather, fraud would simply describe the method used to break the law or regulation requiring the license.



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Advertisement

Condition Quiz Result



Your vehicle's condition is:

Good

- Free of major mechanical problems but may need some reconditioning
- Paint and bodywork may require minor touch-ups
- Engine compartment may have minor leaks
- Some cosmetic defects that are repairable, but is free of rust
- Minor body scratches or dings and the minor interior blemishes of normal wear
- Tires match and have 50% or more of tread
- Clean title history and will pass safety and smog inspection
- Some service records are available

Seller's Resources

What's your car worth?
Get the Blue Book Value

Want an Instant Cash Offer?
Get cash for your car or trade it in

Ready to start selling?
Place an online ad

Looking for a new car?
Research, shop and compare

Condition Check Summary

Exterior Condition

Paint and body	Moderate scratches, chips, dents, or surface rust
Paint or body work performed	None
Frame or unibody	Unaltered
Windshield glass, lights, lenses	No defects
Wheels	Flawless

Interior

Upholstery and carpet	Torn/burned/cracked
Odor (smoke/mold...)	None
Electronics (windows, locks, radio, NAV, etc...)	All fully functional

Mechanical

Engine/transmission	Fully operable, may require some service
Steering/suspension	Trouble-free/stock
AC/heater	Fully functional
Brakes	Like new
Tires	Like new, all matching

Miscellaneous

Title - "Pink Slip"	Clean title
Maintenance/Records	Current, complete

CURRENT & HISTORICAL VALUES

Date	Fair	Good	Excellent	Concours	Notes/Buzz
May 2016	\$3,500	\$6,800	\$15,600	\$20,600	
Jan 2016	\$4,400	\$7,200	\$16,400	\$18,600	
Sep 2015	\$4,300	\$6,800	\$10,600	\$17,900	
May 2015	\$4,200	\$6,700	\$10,400	\$17,500	
Jan 2015	\$4,200	\$6,700	\$10,400	\$17,500	
Sep 2014	\$4,200	\$6,700	\$10,400	\$17,500	
May 2014	\$4,200	\$6,700	\$10,400	\$17,500	
Jan 2014	\$4,000	\$6,400	\$10,200	\$17,200	
Sep 2013	\$4,100	\$6,300	\$10,000	\$17,000	
May 2013	\$3,700	\$5,850	\$9,450	\$15,100	
Jan 2013	\$3,200	\$5,350	\$8,850	\$15,100	
Sep 2012	\$3,200	\$5,350	\$8,850	\$15,100	
May 2012	\$3,200	\$5,350	\$8,850	\$15,100	
Jan 2012	\$2,700	\$4,700	\$7,900	\$13,700	
Sep 2011	\$2,700	\$4,700	\$7,900	\$13,700	
May 2011	\$2,700	\$4,700	\$7,900	\$13,700	
Jan 2011	\$2,400	\$4,000	\$6,900	\$12,300	
Sep 2010	\$2,100	\$3,600	\$5,600	\$10,100	
May 2010	\$2,100	\$3,600	\$5,600	\$9,800	
Jan 2010	\$2,100	\$3,500	\$5,500	\$9,600	
Sep 2009	\$2,200	\$3,600	\$5,500	\$9,600	
May 2009	\$2,200	\$3,600	\$5,500	\$9,600	
Jan 2009	\$2,200	\$3,500	\$5,400	\$9,400	
Sep 2008	\$2,200	\$3,500	\$5,300	\$9,300	
May 2008	\$2,400	\$3,700	\$5,500	\$9,300	
Jan 2008	\$2,400	\$3,700	\$5,400	\$9,000	
Sep 2007	\$2,200	\$3,400	\$5,400	\$9,000	
May 2007	\$2,200	\$3,300	\$5,300	\$8,700	
Jan 2007	\$2,000	\$3,400	\$5,100	\$8,450	
Sep 2006	\$2,000	\$3,400	\$5,100	\$8,450	

Prices assumes that no major modifications to the vehicle are present.

MODEL OVERVIEW

After three decades of producing rear-engined, air-cooled cars, Porsche began experimenting with more mainstream configurations in the late 1970s with an eye towards mass appeal. The Stuttgart company released a series of front-engine, water-cooled cars, first with the 924 in 1976, then with the 928 in 1978. The Porsche 944 appeared in 1982 as a more performance-oriented take on what the 924 initiated.

While the 924 was most often criticized for uncharacteristic performance courtesy of its Audi four-cylinder, Porsche equipped the 944 with a more powerful alloy 2.5-liter four-cylinder engine. To counter some of the vibration that was associated with the 924, Porsche installed a Mitsubishi-patented Lanchester balance shaft. The overall unit was descended from the 928 and was good for 143 hp and a 0-60 time of 8.3 seconds.

Better than its speed or power was the 944's handling. In 1984, Car and Driver named the 944 the "Best Handling Production Car in America." A four-wheel disc brake setup and wide 215/60-15 tires complemented its balanced chassis, and wide fender flares reminiscent of Audi's Ur-Quattro helped the car look the part. All the same, dyed-in-the-wool Porschephiles tended to shun the model as a mainstream compromise.

Halfway through the 1985 model year, Porsche revamped the car's interior to match the 911 and 928. A redesigned dash improved ventilation, better seats were installed, as were a new steering wheel and an antenna in the windshield. The traditional Fuchs wheels were replaced with "phone dial" mags.

Several mechanical upgrades also accompanied the mid-year make-over. The engine was significantly modified, with the valves, pistons and combustion chambers revised to the tune of an extra 15 hp. The oil pump was redesigned and oil capacity was increased to six quarts. The radiator was improved and suspension pieces were lightened and strengthened. Antilock brakes became optional in 1987, and 1988's standard dual airbags were cutting edge.

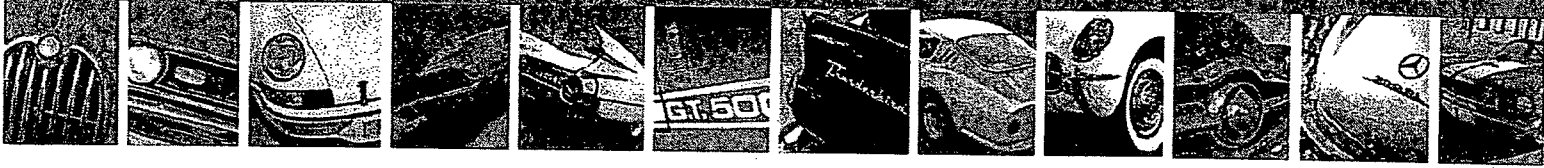
From 1986 through 1991, 944s came in a vast array of configurations, including Turbo, S, Turbo S and S2 models, and a Cabriolet (in 1991). Depending on the trip, up to 250 hp was available out of the four-banger. Prices climbed even faster than horsepower, though, with the Turbo costing \$29,000 in 1986 and the Turbo S skyrocketing to \$45,275 in 1988. By way of comparison, a Chevrolet Camaro IROC-Z cost just \$13,490.

In addition to unfavorable exchange rates, competition from the Nissan 300ZX Turbo (MSRP \$33,500) and Toyota Supra Turbo (MSRP \$23,760) hurt sales. The 944 departed quietly in 1991, followed by the similar, slow-selling 968, in 1993.

Porsche later went on to build water-cooled 911s and front-engine SUVs, so period objections to the 944's "purity" don't really resonate in hindsight—nonetheless, the market and values haven't really warmed up. As such, the 944 represents an affordable and entertaining entry point to Porsche ownership. Second generation cars have held up particularly well, as performance was better than earlier models. Check for oil leaks and service history, and make sure the timing belt is recent, as replacing one costs more than \$1,000. The Turbo's superior performance warrants its premium over the S, but finding one that has been well

HAGERTY VEHICLE VALUATION REPORT

www.hagerty.com/valuationtools | Publication Date: 5/11/2016



1987 Porsche 944

2dr Coupe 4-cyl. 2479cc/147hp Bosch DME FI

\$6,800 Avg Value*

MENU:

[MODEL OVERVIEW](#)

[CURRENT & HISTORICAL VALUES](#)

[VIN DECODER](#)

Hagerty Valuation Tools® uses vehicle values from our own independently published Hagerty Price Guide, a respected and definitive resource for post-war cars and trucks. To determine this value, Hagerty analyzes sources including auctions, dealer sales and peer-to-peer sales. We also note condition, history, optional equipment, quality of restoration, degree of documentation, and sales venue, just to name a few.

Also incorporated into vehicle values are inventory, demand, recent trends of similar vehicles, movement within related market segments, and general directions of the vehicle market overall.

This report is an up-to-date and accurate representation of data currently available for the vehicle(s) requested.

**Please note: All prices shown here are based on various data sources, as detailed in About Our Prices. For all Hagerty Insurance clients: The values shown do not imply coverage in this amount. In the event of a claim, the guaranteed value(s) on your policy declarations page is the amount your vehicle(s) is covered for, even if the value displayed here is different. If you would like to discuss your Hagerty Insurance policy, please call us at 877-922-9701.*

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CURRENT & HISTORICAL VALUES

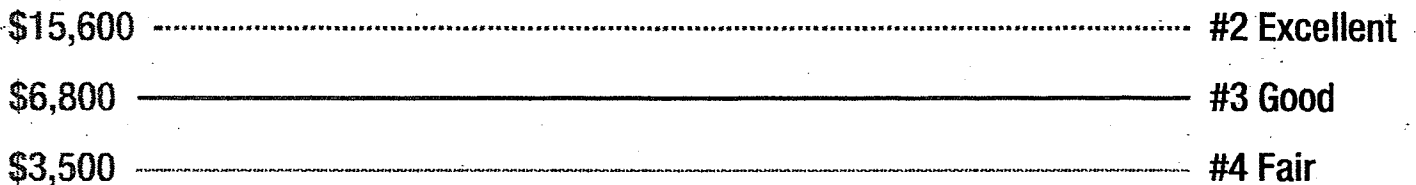
View current vehicle values and see how they've changed over time in 3-year, 5-year and to-date intervals. Compare these values to other vehicles and benchmark financial indices

CLOSE

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colors, driving onto the lawn at the finest concours. Perfectly clean, the vehicle has been groomed down to the tire treads. Painted and chromed surfaces are mirror-like. Dust and dirt are banned, and materials used are correct and superbly fitted. The one word description for #1 vehicles is "concours."



[About Hagerty's Condition Ratings](#) | [About Our Prices](#)

3 YEAR 5 YEAR ALL

Value Change Over Time

\$21,250						
\$20,000						
\$18,750						
\$17,500						
\$16,250						

1987 Porsche 944

\$11,500

\$3,675 above average

GET AN AUTO LOAN

MAKE AN OFFER

CHECK AVAILABILITY

Mileage 177,000 miles
69,713 above average

MPG city / hwy
EPA Fuel Economy Guide

Style

Engine 2.5L I4

Transmission Manual 5-Speed

Fuel Gasoline

Drive Train RWD

Exterior Color Red

Interior Color Black



54%



10:32 AM

Average Price & Miles

National

\$11,500 Listing price

\$7,825 National average price

\$3,675 ↑ above average

177,000 Actual mileage

107,287 National average mileage

69,713 ↑ above average

Regional

\$11,500 Listing price

\$10,000 Regional average price

\$1,500 ↑ above average

177,000 Actual mileage

142,000 Regional average mileage

1987 Porsche 944

\$8,500

\$675 above average

GET AN AUTO LOAN

MAKE AN OFFER

CHECK AVAILABILITY

Mileage 148,000 miles
40,713 above average

MPG 18 city / 25 hwy
EPA Fuel Economy Guide

Style 2dr Hatchback

Engine 2.5L I4

Transmission Manual 5-Speed

Fuel Gasoline

Drive Train RWD

Exterior Color Charcoal

Average Price & Miles

National

\$8,500 Listing price

\$7,825 National average price

\$675 ↑ above average

148,000 Actual mileage

107,287 National average mileage

40,713 ↑ above average

Regional

\$10,000 Regional average price

\$8,500 Listing price

\$1,500 ↓ below average

148,000 Actual mileage

142,000 Regional average mileage

STATE OF SOUTH CAROLINA

2016CP262319
COMMON PLEAS CASE NUMBER
Steven H. John, Circuit Court Judge

COUNTY OF HORRY)
Derek Woodberry)
APPELLANT(S))

2015CV261072551
MAGISTRATE CIVIL CASE NUMBER
Bradley B. Mayers, Magistrate Court Judge

VS.)
Atlantic Auto Sales Audrey Popov)
RESPONDENTS(S))

IN THE SOUTH CAROLINA COURT OF
APPEALS
NOTICE OF CIVIL APPEAL

The plaintiff, Derek Woodberry, hereby gives notice of appeal from the judgment of the Common Pleas' court, Judge Steven H. Johns presiding, in the above action, to the South Carolina Court of Appeals, in the county of Richland.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 24th day of August, 2016.

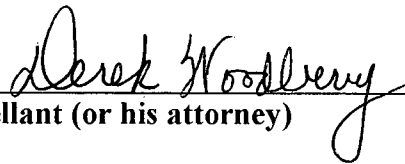
The appellant's exceptions to the judgment of the Common Pleas are set forth as follows:

Not only did Judge Steven Johns not allow me the basic right to stand before the court with an open statement stating the basis of the reason for my appeal, the case I believe was profiled and prejudged based on misinformation of the original facts and apparent misinformation on the amount and basis for the original judgment. He believed based on his assumption and the testimony of the defendant that perjured himself on this and other occasions, that the defendant and I went into an agreement for \$1,000 to totally settle the case and that the original judgment reflected that and was a \$1000, and that the defendant paid that and that I wasn't owed anything. But in fact the original judgment was \$2000 with \$1000 owed because he applied \$1000, that had been paid to prevent any criminal actions, towards the total. The wording was clear to me but apparently not that clear to the judge, so he asked the defendant what I believe to be a leading question and the defendant of course said what the judge said and that he didn't owe anything, fully aware of perjuring himself as he has been a proven liar throughout these entire proceedings. Based on his assumption and the defendant's perjuring testimony, he ruled to uphold Judge Bradley B. Mayers decision to honor an agreement between the defendant and I that never existed and a judgment that was misrepresented. Judge Bradley B. Mayers, whose original ruling it was, was next door and a phone call or email to clarify his decision could have easily been made. In fact, the case before there was a question about the clarity of Judge Bradley B. Mayers' Decision and he strictly asked the it be verified via emailing him, but that courtesy was not extended to me. The defendant has manipulate evidence and testimony after maliciously committing fraud and theft, and I believe because of my social status he's been getting away with criminal activity. I approached Judge Bradley B. Mayers about the matter and he stated that it was clear that he ordered the defendant to pay an additional \$1000 (which quite frankly is indeed irrelevant because it was obviously not clear to Judge Steven H. John) and that he would offer no further clarification in the manner. I asked him if he ordered a total of \$2000 dollars and he still owes me another \$1000 according to the ruling, then what would be the problem with a statement saying that the judgement was for \$2000 and I'm still owed \$1000. He simply said that's clear and I have to take that up with Judge Steven H. John, except the only person that can clarify Judge Bradley B. Mayers ruling is Judge Bradley B. Mayers. He took a similar stance when I asked to show proof of a

conversation I had with the defendant and to show the value and condition test of the vehicle. He did not listen to the evidence recorded and he refused to look at the printed evidence saying that he had seen and heard enough. I am not seeking extra money or to be rich. I am a human being who worked hard and put a lot of money in this car. \$3500 worth of work was done along with \$500 cash to obtain the vehicle. I've since put in the neighborhood of \$4000 with upgrades on the vehicle and the defendant stole it from me and all I was awarded was \$2000 which Judge John thinks is \$1000 and the value of the vehicle is around \$7000 which I have had proof of since day one. I am simply seeking to be indemnified and for justice to be upheld by the law. I should be put in a position at minimum as to where I was before the defendant committed this heinous and malicious act of theft and fraud. I went there with a Porsche, I expect to be rewarded with a Porsche or the value of the Porsche so that I may obtain another. This is my legal right per the American justice system.

September 10, 2016

Date:


Apellant (or his attorney)

Atlantic Auto Sales, LLC
3572 W Highway 501
Conway SC 29526

Mr. Woodberry,

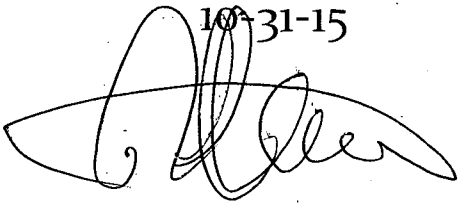
Attached is an invoice for services rendered, along with storage fees and diagnostic fees, that were provided to you by Atlantic Auto Sales, LLC. Please submit payment within the next 10 (ten) business days directly to Atlantic Auto Sales, LLC. Thank you for your prompt attention to this matter.

Andrey Popov
Owner

Atlantic Auto Sales

843-798-0935

10-31-15



Letter sent on 11/5/2015 after lawsuit was
filed

9/18/2015

Atlantic Auto Sales, LLC

3572 W. Highway 501

Conway SC 29526

843-798-0935

apopov1985@gmail.com

To:

Derek Woodberry

PO Box 81

Gresham, Sc 29546

404-973-5242

Vehicle Information:

1987 Prosche 944 VIN#WPoAB0940HN474131

Date Vehicle Received: July 23, 2015

Diagnostic Fee:	\$536.75
Storage Fee (\$30 per day) 8/1/15 - 9/18/15	\$1470.00
Total:	\$2006.75

Notes:

Customer did not contact Atlantic Auto Sales at any point within the dates listed above during business hours. Customer had contact information for Atlantic Auto Sales prior to vehicle being removed from the property. Customer was negligent in contacting us about the vehicle. In order to reclaim costs for diagnostic fees and storage fees, vehicle was removed from the property and sold to Grand Strand Pick and Pull on September 18, 2015 in the amount of \$185.00

Fake invoice sent on 11/5/2015 as indicated by the date on the letter envelope but backdated to make it seem like it was 9/18/2015

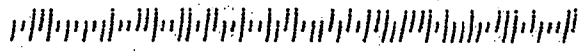
Atlantic Auto Sales
3572 W. Highway 501
Conway SC 29526

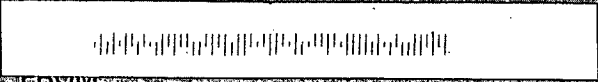
\$6.740
US POSTAGE
FIRST CLASS
071S00763376
29526

Derek Woodberry
7715 Porcellian Ct.
Gresham SC 29546

1st NOTICE 11-5-15
2nd NOTICE 11-10
RETURNED 11-15

2954634021





FROM:
 Derek Woodberry
 7715 Ponce de Leon Ct
 Gresham SC 29546

F

US POSTAGE PAID

\$3.64

Origin: 29571
 Destination: 29201
 0 Lb 7.10 Oz
 Sep 20, 17
 4556200571-02

1005

USPS FIRST-CLASS MAIL®

C076

USPS TRACKING NUMBER



9500 1109 5351 7263 0459 09

RECEIVED
 SEP 21 17
 SO Carolina Woods

TO:

Jenny Abbott Kitchings Clerk
 1220 Senate St
 Columbia SC 29201
 www.scurts.org

Photo Document Mailer
 9 3/4" x 12 1/4"

Ready **P**ost