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DEC 23 2020

SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF Mar.

Ted Johnson  
APPELLANT(S)

VS.

Badcock  
RESPONDENT(S)

2020-CP-34-00171  
COMMON PLEAS CASE NUMBER

2020CV3410100224  
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

The plaintiff defendant (circle one), Ted Johnson hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Mar.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 23 day of June, 2020.

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

(See 3 page attachment)  
with exhibit A + B)

A CERTIFIED TRUE COPY

Antia M. Williams

CLERK OF COURT  
MARLBORO COUNTY

ANTIA M. WILLIAMS  
CLERK OF COURT  
MARLBORO COUNTY

2020 JUL 10 P 4:44

FILED

Dated: 7-10-2020

Ted Johnson  
Appellant (or his attorney)

Exhibit A

Marlboro Magistrate

CASE HISTORY FOR CASE 2020CV3410100224

2 of 8

Ted Johnson VS Badcock & More Home Furniture/ Chris Woodham

FILED DATE: 3/9/2020

CASE TYPE: CV/Summons & Complaint

STATUS: Dismissed

ASSIGNED JUDGE: Weaver, Mia David

DISPOSITION JUDGE: Weaver, Mia David

CASE PARTIES:

Plaintiff Johnson, Ted  
115 Moore Street, Bennettsville, SC 29512

Defendant Badcock & More Home Furniture/ Chris Woodham  
206 Broad Street, Bennettsville, SC 29512

CASE HISTORY FOR CASE 2020CV3410100224

Johnson, Ted  
115 Moore Street  
Bennettsville, SC 29512

Age: Unknown  
DL#:

DOB: Unknown  
SSN: 000-00-0000

COST	ORIGINAL	BALANCE DUE	DISBURSED	PAY PRIORITY
Action: Summons & Complaint				
Civil Filing Fee County 44%/100%	\$45.00	\$0.00	\$45.00	999
Service Fee \$10	10.00	0.00	10.00	999
SCJD Filing Fee Proviso \$50 / \$25	25.00	0.00	25.00	999
<b>Total:</b>	<b>\$80.00</b>	<b>\$0.00</b>	<b>\$80.00</b>	

DATE	TIME	EVENT DESCRIPTION
3/9/2020	10:20 AM	Filing recorded: Summons & Complaint Documents
3/9/2020	12:00 AM	Filing recorded: Archived Summons S/C C/D
3/9/2020	10:19 AM	Received payment of \$80 from Ted Johnson for Ted Johnson. Printed receipt #186483.
3/10/2020	12:00 AM	C34GJOHNSO recorded the following Case Note: Carry over until 6/23/2020 Plaintiff needs to bring proof that he purchased a lawnmower and the date and the warranty
3/12/2020	12:00 AM	Filing recorded: Archived Court Summons
3/18/2020	12:00 AM	Filing recorded: Archived Court Summons
4/14/2020	10:00 AM	Court event: Civil Court Rescheduled
5/7/2020	12:00 AM	Filing recorded: Archived Court Summons
5/8/2020	10:18 AM	Summons & Complaint
5/12/2020	10:00 AM	Court event: Civil Court Rescheduled
5/26/2020	10:00 AM	Court event: Civil Court Rescheduled
6/9/2020	12:00 AM	Filing recorded: Archived Court Summons
6/23/2020	10:00 AM	Court event: Civil Court Rescheduled

Print Date: 07/10/2020  
Print Time: 3:35:42PM  
Requested By: C34BMCKIVE

Case History ref: 1

*M. Williams*

CLERK OF COURT  
MARLBORO COUNTY

2020 JUL 10 P 11:44  
FILED  
ARLENE WILLIAMS  
CLERK OF COURT  
MARLBORO COUNTY

7/10/2020 12:00 AM C34BMCKIVE recorded the following Case Note: Case was dismissed

FILED

2020 JUL 10 P 4:44

ANITA M. WILLIAMS  
CLERK OF COURT  
MARLBORO COUR

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Print Date: 07/10/2020  
Print Time: 3:35:42PM  
Requested By: C34BMCKIVE

CaseHistory.net  
*Anita M. Williams*  
CLERK OF COURT  
MARLBORO COUNTY

The errors of Law are as follows:

1. This procedure had 3 adjourned proceedings. The first was on May 12, 2020 Plaintiff appeared, however Badcock (defendant) didn't, thus being in default.

2. Regardless of the above, the Magistrate Judge under Civil Case # 202CV3410100224 (said case herein) did not dismiss said <sup>case</sup> in favor of Plaintiff, but instead adjourned said case until May 26, 2020 for the purpose of doing an investigation to see if Badcock & More (said defendant) should be held responsible for selling Plaintiff a Push Mower (that stopped working within a one year period from the time it was purchased) without first informing Plaintiff that the Mower was warranted by another company other than Badcock (which is a complaint part of Plaintiff's complaint that was ignored or overlooked by the Magistrate Judge).

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(1)

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3. However, on the next adjourned date, Said Judge stated that I neither right nor wrong in regards to the automatic warranty rights under State and Federal Law (that I had researched and quoted to her on the record) which showed that Badcock Defendant had violated Plaintiff's warranty rights under state and Federal Law.

4. However, the Magistrate or ~~Clerk~~ Judge ignored the above issue.

5. On Plaintiff's final appearance on June 23, 2020, in this case, once again Defendant-Badcock didn't appear.

However, said judge proceeded this case in defense of Badcock, even though Plaintiff once again stated to the judge that Badcock should be held in default and that under the state and Federal of Trade Commission Badcock should be held liable (as raised in my complaint), however, the judge said that was right in regards to said warranty law.

(2)

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but never-the-less did nothing about that part of the issue but continued to proceed the case in favor of Badcock. (See exhibit A the Warranty Law Plaintiff quoted on the record to the judge).

6. As the judge proceeded the case in favor of Badcock, (error of law) Plaintiff stated that he did what he was told to do by the judge, that is bring to the Court as evidence, a bill of sale and the Warranty agreement, which Plaintiff did (see as exhibit B attached).

7. Never-the-less, although Plaintiff brought his evidence and showed that Badcock should be held liable, the judge once again overlooked my evidence and continued in favor of defendant without defendant being there (error of law).

8. So once again Plaintiff as a final attempt Plaintiff showed the warranty agreement that it was a true copy years not one. However that was ignored.

Ande M. Williams

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# Further automatic Rights

under State and Federal law  
According to the Federal Trade Commission  
which are:

"They are called Warranty Laws"

Express Warranties → or is a guarantee that is "expressed through a spoken claim made by a manufacturer or a retailer - in a print or TV ad, on a package, or anywhere else may be considered an express warranty as well."

implied warranties → The Uniform Commercial Code, a set of laws adopted in all states and the District of Columbia, provides an automatic "implied warranty of merchantability." This unwritten protection guarantees that consumers products are free from substantial defect and will function properly for a reasonable period of time.

\* Written Warranty (which is 1 year)

under a Federal rule, retailers must let you read any written warranty for products costing more than \$15. (BEFORE YOU BUY)!

An example is: Amazon.com tells shoppers to contact the manufacturer for warranty information and this information is available on some of its product pages.

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"You have a right also to file a complaint with the Federal Trade Commission. These laws are not carried out."

ARITA H. WILKINS  
CLERK OF COURT  
MARLBORO COUNTY

# Badcock & more

HOME FURNITURE

206 BROAD STREET  
BENNETTSVILLE SC 29512-4064  
843 479-7979



**SALES ORDER**  
477H805025

06/01/18

Sold To:
TED JOHNSON 115 MOORE ST BENNETTSVILLE, SC 29512 Home: 843 479-3714 Work: 843 841-8000

STORE LOCATION
BENNETTSVILLE, SC 206 BROAD STREET  <b>Pickup Date:</b> 06/01/18

Pick-up./ Delivery	Estimated Date	Salesperson	Store	Customer #
P - Customer Pickup		AD07	477	477E091631

Ln#	Product Information	Order	Price	Amount
1	P 117828 21" HIGH-WHEEL PUSH MOWER	POULAN 1	\$248.00	\$248.00
2	P 2LGMM1 L&G MOWER/MISC 1 YEAR 200 -349	WTECH 1	\$59.95	\$59.95

Merchandise: \$307.95  
 Tax: \$24.64  
**Total Sales Order: \$332.59**  
 Amount Paid:  
 Current Payments  
 CASH 06/01/18 \$-35.00  
 Amount Financed: \$-297.59

Finance Plan: REVC1 - REVOLVING CORPORATE PLAN 1

I acknowledge that I have been offered all optional warranties, protection options and delivery services and agree to the charges for the merchandise listed.  
 I acknowledge that the above items will be subject to my Badcock Easy Purchase Plan Credit Agreement and consent to the appropriate increase to my minimum monthly payment.

Customer Signature  
Thank you for shopping at Badcock & more

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Amount Due: \$0.00

Badcock offers a 10 day return and refund policy for qualified items. Please refer to www.badcock.com for complete details.

Anita M. Williams

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