

THE STATE OF SOUTH CAROLINA

In The Court of Appeals
(In The Supreme Court)

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SC Court of Appeals

APPEAL FROM MARBORO COUNTY

Court of Common Plea

Paul M. Burch, Circuit Court Judge

Case No. 2020CP3400171

Badcock + More Home Furniture,
Respondent,

v.

Ted Johnson, Appellant,

RECORD ON APPEAL

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Magistrate Summons dated May 12, 2020,
May 26, 2020, June 23, 2020 and Oct 6, 2020 . . . 5

June 23, 2020 Transcript (CD Form)
.. (Please refer to exhibit C of Appellant's
Final brief), because that is the only copy.

23 page September 8, 2020 Transcript 6

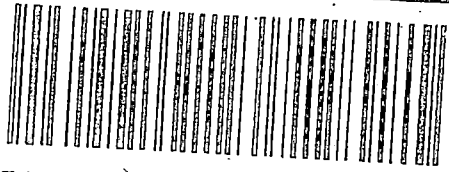
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Notice of Appeal with the Court of Appeals . 8
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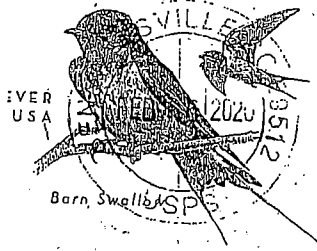
Certificate of Appellant 9

Proof of Service 10

Ted Johnson
 115 Moore Street
 Bennettsville, S.C. 29512



7019 1640 0001 7405 0166



Refused

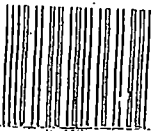
Bad Cock + More
 Home Furniture
 206 Broad Street
 Bennettsville

Name
 1st
 2nd
 Return

MIKE 206 DE 1 2002/12/20

RETURN TO SENDER
 UNABLE TO FORWARD

REF BC: 29512403715 *2480-07204-22-24



U.S. POSTAGE PAID
 FROM LETTER
 BENNETTSVILLE, SC
 29512
 FEB 06, 20
 AMOUNT

REF
 115 MOORE ST
 BENNETTSVILLE SC 29512

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 Certified Mail Restricted Delivery \$4.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00
 Postage \$0.55

Total Postage and Fees \$4.10

Postmark Here 02/06/2020

Sent To: Bad Cock + More Home Furniture
 Street and Apt. No., or PO Box No.
 206 Broad Street
 City, State, ZIP+4® Bennettsville, SC 29512

PS Form 3800, April 2019 Edition PSN 7530-02-000-9001 See reverse for instructions

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 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$4.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00
 Postage \$0.55

Total Postage and Fees \$4.05

Postmark Here 12/11/2019

Sent To: Bad Cock + More Home Furniture
 Street and Apt. No., or PO Box No.
 P.O. Box 724
 City, State, ZIP+4® Malberry, FL 33860

PS Form 3800, April 2019 Edition PSN 7530-02-000-9001 See reverse for instructions

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 Adult Signature Required \$0.00
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Total Postage and Fees \$4.95

Postmark Here 02/04/2020

Sent To: Bad Cock + More Home Furniture
 Street and Apt. No., or PO Box No.
 206 Broad Street
 City, State, ZIP+4® Bennettsville, S.C. 29512

PS Form 3800, April 2019 Edition PSN 7530-02-000-9001 See reverse for instructions

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(1) A

Notice of Intent

From: Ted Johnson
115 Moore Street
Bennettsville, S.C. 29512

To: Badcock & more
Home Furniture, PO Box 724
Malberry FL 33860

To Whom It May Concern,

This letter is a notice of intent
to file a claim against Badcock
with small claims Court in Bennetts
ville, S.C. 29512 after a 30 day
period starting with the date of
this letter unless Badcock meet
my request, that is to refund me
the money that I paid or made
payments on in regards to a lawn
Mower that I purchased with this
Company under model # PR500N215H
Or replace said above push lawn
Mower with a new one for the
following reasons:

The history of this claim (found under ref # 190427-000782 and claim # 996281 done on 8-9-2019) began around the start of this year when the grass began to grow and when I went to use said mower it would not start. I then went to Badcock in Bennettsville and was informed for the first time that the warranty was not guaranteed by Badcock but by BRIGGS and the service of said mower was in Laurinburg N.C. I then informed Badcock had they made me aware that they did not cover said warranty, I would not have purchased said mower (which is part of my claim). I then took it to Badcock's or BRIGGS service in Laurinburg, N.C. Instead of a service tending to the mower, it was a receptionist and she sprayed something into the carburetor to try and get it started (something she was not suppose to do according to the warranty instructions).

(2)

After that, she (the receptionist) then told me that the mower was not covered by the warranty because (for one reason) it didn't start. Then she told me to leave the mower so that a servicer can look at it and it would cost me \$30.00 to do so. I then declined to do so and then took the mower back to Badrock in Bennettsville S.C. 29512 Store. I then filed a complaint and had a witness to the very bad way in which the situation concerning the mower was handled. I then called BTGGG was referred to another servicer named Chris Helms in Hamlet NC, tel# 910 331-2026. I then took my mower to him. Within the week he called me and told me that the mower needed a new motor and that it was covered by said warranty, and that it would take 4 weeks to receive said new motor. More than 4 weeks went by and I didn't hear anything from Mr. Helms.

(3)

I then called Mr. Helms to see what was the delay and he then he told me that BIGGS didn't cover the warranty for the mower. He then said that he was going to further look into it. However, I did not hear anymore from him. I then called Badcock on 8-9-19 and filed another claim under reference # 996281 about Mr. Helms lack of no communication with me concerning said mower. At this present time and day I still have not heard from Mr. Helms and frankly speaking, I am not the owner of said mower because for one, I don't have it. Badcock or Mr. Helms is the owner. I don't know what Mr. Helms did to said mower and ask that within 30 days of receiving this letter that Badcock either give me a new mower in place of the broken one or credit me the money I payed on it towards my monthly payments I owe on the other items I'm making payments on.

Dated: Dec. 11, 2019
cc. 1-11-2020 (4)

Paul Johnson
Paul Johnson

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

Ted Johnson
115 Moore Street
Bennettsville, SC 29512

MAGISTRATE SUMMONS

RE: Ted Johnson Vs Badcock & More Home Furniture/
Chris Woodham

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2020CV3410100224.

Please be advised that the above referenced civil case has been continued and is now scheduled to be heard on **May 12, 2020 at 10:00 AM**. You are hereby summoned to be and appear personally in the:

Marlboro Magistrate
249 Throop St.
Bennettsville, SC

on May 12, 2020 at 10:00 AM to serve as a party in the Bench trial of this case.

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH
CASE MADE AND PROVIDED.**

M.D. Weaver (S.B.C.)

Judge

Marlboro Magistrate
249 Throop St.
Bennettsville, SC 29512
Phone: (843) 479-5620
Fax: (843) 479-5646

March 18, 2020

(5)

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

Ted Johnson
115 Moore Street
Bennettsville, SC 29512

MAGISTRATE SUMMONS

RE: Ted Johnson

Vs

Badcock & More Home Furniture/
Chris Woodham

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2020CV3410100224.

Please be advised that the above referenced civil case has been continued and is now scheduled to be heard on **May 26, 2020 at 10:00 AM**. You are hereby summoned to be and appear personally in the:

Marlboro Magistrate
249 Throop St.
Bennettsville, SC

on May 26, 2020 at 10:00 AM to serve as a party in the Bench trial of this case.

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH
CASE MADE AND PROVIDED.**

M.D. Weaver (S.B.G.)

Judge

Marlboro Magistrate
249 Throop St.
Bennettsville, SC 29512
Phone: (843) 479-5620
Fax: (843) 479-5646

May 7, 2020

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

Ted Johnson
115 Moore Street
Bennettsville, SC 29512

MAGISTRATE SUMMONS

RE: Ted Johnson

Vs

Badcock & More Home Furniture/
Chris Woodham

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2020CV3410100224.

Please be advised that the above referenced civil case has been continued and is now scheduled to be heard on **June 23, 2020 at 10:00 AM**. You are hereby summoned to be and appear personally in the:

Marlboro Magistrate
249 Throop St.
Bennettsville, SC

on June 23, 2020 at 10:00 AM to serve as a party in the Bench trial of this case.

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH
CASE MADE AND PROVIDED.**

M.D. Weaver (S.S.J.)

Judge

Marlboro Magistrate
249 Throop St.
Bennettsville, SC 29512
Phone: (843) 479-5620
Fax: (843) 479-5646

June 9, 2020

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

Ted Johnson
115 Moore Street
Bennettsville, SC 29512

MAGISTRATE SUMMONS

RE: Ted Johnson

Vs

Badcock & More Home Furniture/
Chris Woodham

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2020CV3410100224.

Please be advised that the above referenced civil case has been continued and is now scheduled to be heard on **October 6, 2020 at 10:00 AM**. You are hereby summoned to be and appear personally in the:

Marlboro Magistrate
249 Throop St.
Bennettsville, SC

on October 6, 2020 at 10:00 AM to serve as a party in the Bench trial of this case.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE AND PROVIDED.

M.D. Weaver (S.B.G.)

Judge

Marlboro Magistrate
249 Throop St.
Bennettsville, SC 29512
Phone: (843) 479-5620
Fax: (843) 479-5646

September 28, 2020

Exhibit C

State of South Carolina)
County of Marlboro)
Ted Johnson,)
Appellant,)
-vs-)
Badcock Home Furniture,)
Respondent.)
Court of Common Pleas
Fourth Judicial Circuit
Case No. 2020-CP-34-00171
Transcript of Record

September 8, 2020
Bennettsville, South Carolina

B E F O R E:

The Honorable Paul M. Burch, Judge

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

Ted Johnson, pro se

Krystal J. Smith
Official Circuit Court Reporter

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I N D E X

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E X H I B I T S

| <u>NO.</u> | <u>DESCRIPTION</u> | <u>ID.</u> | <u>EV.</u> |
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(No Exhibits Presented)

COURT REPORTER LEGEND

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| dashes -- | intentional or purposeful interruption or change in thought |
| ellipses . . . | trailing off |
| [ph] | phonetically written |
| [sic] | written as said |

1 SEPTEMBER 8, 2020

2 (WHEREUPON, the proceedings began at 10:14 a.m. The
3 appellant appeared as a self-represented litigant.

4 There was no appearance on behalf of the respondent.)

5 THE COURT: First up is a motion -- correction, it's an
6 appeal, Ted Johnson versus Badcock. Good morning.

7 MR. JOHNSON: Good morning. Good morning.

8 THE COURT: Anybody else here besides Mr. Johnson that's
9 supposed to be here?

10 THE CLERK: Anybody here from Badcock?

11 THE BAILIFF: Huh?

12 THE CLERK: Anybody here from Badcock to represent
13 Badcock?

14 THE BAILIFF: Not that I have seen, Your Honor.

15 THE CLERK: Okay. Nobody is here.

16 THE COURT: All right. The Court will hear from Mr.
17 Johnson.

18 MR. JOHNSON: Well, I'd like to start off by saying --

19 THE CLERK: Stand up.

20 MR. JOHNSON: Stand up? I'd like to start off by saying
21 I'm a little nervous and a little sleepy because I work third
22 shift. I just got off work. So --

23 THE COURT: I understand.

24 MR. JOHNSON: I hope I articulate myself, you know, in a
25 way that you'll understand.

1 THE COURT: Yes, sir.

2 MR. JOHNSON: Where do I start? Long story.

3 I bought a lawnmower from Badcock, and I didn't even
4 have it a year and it just stopped, stopped working. So I
5 took it back to Badcock, and I explained to them what
6 happened. So they told me for the first time that they
7 didn't warranty.

8 They didn't, which all along when I bought the
9 lawnmower, I thought that the warranty that they had, they
10 was the one that give the warranty, but they informed me that
11 they didn't. So they referred me to -- what's that? Another
12 company that -- let's see. It's in my -- it's in my
13 complaint.

14 It's in my complaint. Okay. They referred me to
15 Briggs. That's B-r-i-g-g-s. They said that they didn't
16 validate the warranty; it was Briggs. So they referred me to
17 Laurinburg, a service center in Laurinburg, and I said you
18 mean I have to go way out to Laurinburg to see about this?

19 So when I went to the Laurinburg, the customer service
20 lady, her name was Chris. She informed me that there was no
21 service people there at that time. So she took some spray
22 something and sprayed it into the carburetor, which the
23 warranty says you shouldn't do that anyway. It didn't turn
24 on like she thought it would.

25 So she told me I would have to leave the lawnmower

1 there, but I would have to leave \$30. I said -- I told her
2 -- I declined that. I said, no, I shouldn't have to pay
3 anything.

4 So I went back to Badcock and that's when I first
5 complained to Badcock, and I told them -- I said if you would
6 have informed me from the -- from the start that -- that you
7 didn't give the warranty and it wasn't from Badcock, I
8 wouldn't have bought the lawnmower. That's part of my -- in
9 my complaint.

10 So, okay, they didn't do anything about it. So that's
11 when I filed my complaint, and my complaint is dated December
12 11th, 2019.

13 I have a -- when I first sent it to Badcock's main
14 office, they received it. I spoke to them on the phone.
15 They received it. They gave me a reference number, which is
16 in my complaint as well, but they still didn't do anything
17 about it. So what they did instead, they referred me to
18 another servicer in Hamlet. His name is Chris. I have his
19 card.

20 Now, everything I'm explaining to you is what I -- what
21 I explained to the -- and I showed the magistrate judge. His
22 name is -- his name is Chris Helms, H-e-l-m-s.

23 So I brought my lawnmower to him and he kept the
24 lawnmower and he said he was going to check it out and
25 everything, which he did. Then he called me and he told me

1 that he can fix it. He was ordering a new motor, but then
2 after that conversation I haven't heard. I didn't hear from
3 him, like, a couple of months.

4 So I called him up and I asked him what happened. He
5 texted me back and said that they didn't warranty the motor.
6 That's what he -- but first he told me they did and then he
7 told me they didn't. Then he said I'm going to see what I
8 could do. I'm going to call -- make some calls, and I never
9 heard from him again; so that was the end of that. He never
10 -- he never called me back or told me anything about my
11 lawnmower.

12 So I went back. I went back to Badcock and I asked
13 them, you know, what are y'all going to do about this. So
14 they didn't do anything. They said that they -- it's out of
15 their hands. And so -- so I -- so I explained that to the --
16 to the magistrate judge and -- okay. I had -- I think I had
17 three proceedings with the magistrate judge. Okay?

18 So I mailed, as I was supposed to did. As you can see,
19 they sent it back, certified mail. The first time I
20 appeared, Badcock didn't show up to address my issue about,
21 for one, the warranty. They didn't -- they didn't service
22 the warranty. So they didn't show up; so the judge -- she
23 adjourned it with the -- with the -- in the event for me to
24 -- to come up with -- give other evidence that I owned the
25 lawnmower and also she wanted me to bring the warranty for

1 the next -- the next court date on me.

2 So I also informed her -- I said I was going to do some
3 -- she said she was going to do some research too on the
4 federal guidelines -- the state and federal guidelines of --
5 of warranties. So that was the purpose of adjourning the
6 court date.

7 So when I came back, I brought the proof that she asked
8 for. Would you like to see that?

9 THE COURT: Yeah.

10 MR. JOHNSON: It's there.

11 THE COURT: Got it.

12 MR. JOHNSON: Okay. I brought her the bill of sale and
13 I brought her the warranty. I also informed her that I did
14 my research, which she didn't deny me. She didn't say I was
15 wrong about the federal -- state and federal guidelines on
16 warranties.

17 I even explained to her the different types of
18 warranties that are automatic. When I brought this to her
19 attention, she said I'm not saying you're wrong, Mr. Johnson.
20 I believe that's in the transcript, but she didn't address
21 that issue.

22 I'm trying to stay in order with each proceeding, Your
23 Honor.

24 I showed her -- this is part of the -- of the warranty.
25 I showed this to her, and I even told her if you'll call

1 Badcock -- since she wanted to be an investigator for
2 Badcock, that was one error of law that I found that she
3 committed. She -- she was advocating on behalf of Badcock
4 without them being there.

5 If you -- if you call Badcock and give this serial
6 number, they'll tell you off the bat it's a two-year
7 warranty. I explained that to her. Then I showed her the
8 warranty that they sent me. Okay? This is -- this is the
9 envelope it came in and this is the warranty.

10 THE COURT: I take that back. I do have the bill of
11 sale, but I don't have the warranty. So . . .

12 MR. JOHNSON: Okay. The warranty is right here.

13 Where you see wheels products on the warranty period
14 only, it says riding mowers, two years. Now, she made an
15 issue of that it was one year because she said that Badcock
16 -- without Badcock being in court, she said that Badcock said
17 that it was only a one-year warranty. Okay?

18 First of all, I found it wasn't -- that was, like, error
19 of law for her to advocate on behalf of Badcock, who was
20 supposed to have been there to make that false statement. So
21 this is what she did.

22 She -- this is a copy she -- she highlighted. She --
23 instead of addressing the two years, she underlined -- she
24 highlighted the pink where it says who -- who gives the
25 warranty, but I said, Your Honor, I mean what does that have

1 to do with anything? The lawnmower has a two-year warranty
2 for it.

3 In order for Badcock to get out of it, Badcock was
4 trying to say that the warranty ran out so there was nothing
5 I can do, but I was telling her it didn't run out. And she
6 -- she didn't address that part of the question. She just --
7 she said, Mr. Johnson, I want you to read where I
8 highlighted. I didn't -- I didn't understand that part.

9 So then I told her -- I said, Your Honor. I said, first
10 of all, Badcock is not here. They should -- they are in
11 default and you -- and you are advocating on their behalf, I
12 mean. That's when I got a little frustrated. I was -- it
13 was about 12 o'clock. Number one, I was, like I said, a
14 third-shift worker and I was sleepy and tired. I, like,
15 threw my hands up, well, I'm not going to get no justice
16 here.

17 So my whole -- oh, and another thing. I showed her, if
18 I can find it, one of my main issues too. I showed her the
19 guidelines of the -- of the federal and state law on -- on
20 the warranties, and part of that -- part of that says that if
21 -- the one who is selling you the item, they must inform you
22 of the warranty, and I informed -- I informed the magistrate
23 judge that. Badcock didn't do that. That's an automatic
24 right. She never addressed it. So she just dismissed my
25 case. I mean, I didn't find that was fair.

1 THE COURT: Can I see that document?

2 MR. JOHNSON: Which one?

3 THE COURT: The one you had with the pink.

4 MR. JOHNSON: Oh, okay.

5 THE COURT: What is the make of this lawnmower?

6 MR. JOHNSON: It's a -- here's the whole -- here's the
7 whole packet.

8 You can hand this to the judge. This is -- that's the
9 book of the warranty.

10 I'd just like to say too, Your Honor, when I -- when I
11 filed my complaint, my -- the warranty -- the coverage wasn't
12 nowhere expired. In fact, I was also told by Badcock main
13 office that it -- that it has even an additional warranty on
14 it. I think three years they said.

15 THE COURT: Well, I don't have a written return from the
16 magistrate here. I have a disk that I'll have to listen to,
17 but in what you handed up here, what I'm looking at, the
18 limited warranty, what is not covered: engines and
19 transmissions, except as noted on the chart below, a separate
20 warranty provided with your product might apply. All right?

21 And then you go to the second page. Engines warranted
22 by Poulan, Poulan Pro -- I think some people say Poland --
23 and McCulloch. That are Poulan, Poulan Pro, and McCulloch --
24 let me start over. That are Poulan, Poulan Pro, and
25 McCulloch branded snow thrower engines are warranted for four

1 years. Non-Poulan, Poulan Pro, and McCulloch branded
2 engines, such as LCT engines, Loncin engines, and Ratio
3 engines are warranted for two years and warranted by Poulan,
4 Poulan Pro, and McCulloch.

5 Now, this is the final sentence. Engines other than
6 these brands are warranted by the engine manufacturer, and I
7 believe you said a few minutes ago that this was a Briggs,
8 which would be a Briggs & Stratton engine. And you went to
9 Briggs?

10 MR. JOHNSON: I want to Briggs, and then they referred
11 me to their servicer, and I know on the record the servicer
12 is Chris Helms in Hamlet. He said it was the engine, but he
13 never confirmed that. He never contacted me again. He just
14 kept my -- one of my issues was he kept my lawnmower. I
15 don't know if he still has it because I know he fixed -- he
16 fixed lawnmowers. He also sell them. He tried to sell me a
17 lawn -- one of his lawnmowers. I said, no, I'll wait on
18 mine.

19 So I don't know if it was the engine or whatever it was,
20 but he never confirmed what it was, what it truly was, and he
21 never returned -- he never contacted me so I can pick up the
22 lawnmower. He just kept it. I brought that to the judge's
23 attention. At first, she said, well, it's not right for you
24 to be without a lawnmower, but then all of a sudden she just
25 did an about-face.

1 I know -- I know the statement you just mentioned about
2 the engine, but he never confirmed that and that's one of my
3 issues too, I mean. I mean what am I to do? He got the
4 lawnmower, and he's a servicer. He didn't give me no
5 professional determination of what it really was that -- from
6 all I know, Your Honor, he could have fixed it and sold it as
7 part of his pay. I don't know.

8 THE COURT: Okay. I'm going to have to go in and listen
9 to this transcript and see what her findings are because I
10 don't have any written findings from the magistrate's court.

11 MR. JOHNSON: And I have a question of law, Your Honor.
12 Maybe you can answer it.

13 Part of my issue is when you listen to the transcript is
14 that, according to state and federal law, there's automatic
15 rights that we have, that the public have for warranties, and
16 one of them is, from the beginning, Badcock -- they're
17 supposed to have informed me about the warranty that either
18 they -- they gave the warranty or it was from another
19 company. They failed to do that. Is it true that I have
20 this automatic warranty?

21 THE COURT: I can't give legal advice.

22 MR. JOHNSON: Okay.

23 THE COURT: I'll just have to look here though.

24 MR. JOHNSON: Oh, and another thing, Your Honor. When I
25 took the lawnmower to him, nothing was wrong with the motor.

1 I mean, he told me over the phone it blew up. That's what he
2 told me. If it blew up, I mean it would've blew up on me,
3 but it never blew up.

4 When I took the lawnmower to him, the only -- it was
5 brand-new looking, and the only thing was it just didn't turn
6 on. It just wouldn't start, but that's what he told me.
7 That's what he said -- he said on the phone, but he didn't
8 get no confirmation that it was the engine. He said it blew
9 up. It must've blew up on him. I don't know.

10 THE COURT: So in this packet that you handed up, there
11 was not any warranty card or warranty information?

12 MR. JOHNSON: Yeah. This right here. This right here.
13 This is -- when you call -- that's why -- okay.

14 I'd like to point out on the back of this is my claims
15 number and it says reference number. That's when it was done
16 on 8/9. It was received, and that's the reference number
17 they gave me at Badcock. I didn't -- at that time I didn't
18 file it certified. This was when I first sent my complaint
19 to them to let them know what was going on.

20 Okay. This is -- this is the card that came in that
21 packet.

22 THE COURT: Let me take a look at that.

23 MR. JOHNSON: If you call Badcock and give that serial
24 -- give that serial number, that's the serial number for the
25 lawnmower. They'll tell you everything about that lawnmower

1 that was purchased by me and that has a two-year warranty and
2 extended three.

3 That's the only information that was in that packet that
4 came with that packet. So when I -- in order for them to
5 send me a copy of the warranty and the bill of sale, I had to
6 give that reference number, the serial number of the -- of
7 the lawnmower.

8 THE COURT: Can I get a copy of these right here?

9 Until I can get in here and listen to this transcript,
10 the only thing that I might surmise as going on in the
11 magistrate's mind was that the warranty was not by Badcock.
12 The warranty apparently would have been with Briggs &
13 Stratton. It may have been her position that this lawsuit
14 should have been brought against Briggs & Stratton because
15 there's no written warranty actually from Badcock.

16 The problem you've got with the information that Poulan
17 sent is that -- that I quoted. That if it was not one of
18 those listed type engines, then you had to -- you had to go
19 to the warranty of the engine company, which was Briggs in
20 this case. But I'm just surmising there.

21 All right. Well, I'll have to listen to this disk and
22 see -- see what it says and then I'll -- I'll try to get out
23 an order.

24 MR. JOHNSON: Your Honor, may I say one more thing?

25 THE COURT: Yes, sir.

1 MR. JOHNSON: Okay. I understand your surmise, but
2 isn't it Badcock's -- okay. Being that it was -- my issue
3 was against Badcock, which is in my complaint, my initial
4 complaint that they didn't inform me about the warranty,
5 that's my issue. And being that the issue was raised before
6 them -- okay? -- shouldn't they be the ones to come here from
7 the beginning to surmise or, you know, what happened or what
8 the issues really are?

9 THE COURT: That's possible, but, you know, I've got a
10 return envelope that was never opened.

11 MR. JOHNSON: Right.

12 THE COURT: I don't know what her position was on
13 service of process.

14 MR. JOHNSON: Right.

15 THE COURT: You may -- you might not have ever completed
16 the service of process on that. I can't reach a judgment on
17 that until I hear what she's got to say.

18 MR. JOHNSON: Right. I can -- I can tell you that.
19 When -- okay. Here's another one too and another one.
20 Right? They received it, but they denied it, according to --
21 you -- if you call the post office. Right? It reached its
22 destiny [sic], but they declined it. That's why they sent it
23 back.

24 THE COURT: Yeah. I want to see what she's got --

25 MR. JOHNSON: Right.

1 THE COURT: -- to say about that. It may be --

2 MR. JOHNSON: Right. That's why --

3 THE COURT: She -- she may have taken the position that
4 you should have had service of process by a service
5 processor.

6 MR. JOHNSON: No, she -- no, she -- that wasn't -- in
7 fact, when you listen to the -- to the transcript, that
8 wasn't an issue at all. She allowed it. That's why I told
9 her.

10 I even told -- I said Badcock -- Badcock should be here.
11 They're in default. I mean I had, like, three proceedings
12 that they didn't show up. She never made an issue. She
13 conceded on that part. She -- she never made an issue about
14 the process of the serving. They just didn't show up.

15 And during -- during the proceeding, there was another
16 proceeding where a representative from a company was
17 advocating on behalf of the company and then the lawyer --
18 the lawyer was there for the person that the company was
19 brought to court, but the lady's lawyer was there. So the
20 lawyer said do you have authority to try this case, as I do
21 as an attorney, and she had to answer and said no. So the
22 judge -- the judge had to adjourn the case so she can get a
23 lawyer to advocate or try the case.

24 So my -- if that's the law -- right? Badcock by law, if
25 they don't come and appear on their own behalf, that's --

1 that's a part of it, Your Honor. That's the justice I'm
2 looking forward too. That's all I'm asking.

3 If -- if the process was correct according to the judge,
4 then Badcock by law is supposed to have been there to defend
5 themself, but three times they wasn't there, Your Honor. I
6 just don't see no justice in that. If anybody wanted to
7 advocate on their behalf and tell about all the history, no,
8 Ted Johnson is wrong, no, he got a one-year warranty, not a
9 two-year, it's supposed to have been done. Not nobody else.
10 That's -- that's part of my -- my issue.

11 They are the ones. I'm accusing them of violating my
12 rights because they didn't inform me that -- about the
13 warranty, who warranted it. If they -- Your Honor, this is
14 my last statement. If they would've told me from the
15 beginning that they didn't issue the warranty, I wouldn't
16 have bought the lawnmower.

17 THE COURT: Okay.

18 MR. JOHNSON: Thank you, Your Honor.

19 THE COURT: We will listen to this and see what we can
20 come up with. Thank you for coming in. Sorry you had so
21 much frustration with this.

22 MR. JOHNSON: Oh, Your Honor, I still don't have a
23 lawnmower to this day. I borrow my best friend's. He's such
24 a loving friend, you know, he -- I'm able to cut my grass.

25 Other than that, I try -- I'm from the city, Your Honor.

1 I'm from New York, and I guess I give up. I throw my hands
2 up. For the first time in my life, I bought a lawnmower for
3 the first time and I ain't had it but a year and boom. So I
4 kind of -- I kind of gave up on it.

5 THE COURT: Well, I -- with this what we call Bahai
6 grass, a lot of people call it highway department grass. I
7 bought a woods mower to go behind my tractor and about the
8 seventh time I broke the belt on that woods mower, I paid \$53
9 every time I broke it.

10 I had a friend who ran a tire place and he said, Judge,
11 I'm going to give you a little advice. He said by the time
12 you sharpen the blades in this sand, wear them out, dealing
13 with these belts, dealing with the maintenance on the
14 lawnmower, you're better off to go and hire a yard company to
15 cut your grass, and that's the best advice anybody ever gave
16 me.

17 MR. JOHNSON: I wish I could afford to do that.

18 THE COURT: Well, by the time you get through with
19 maintenance and everything on a lawnmower, you might be
20 better off to see what kind of deal you can get to see who
21 might cut your yard, because I'm telling you it wasn't so bad
22 back when it was just centipede or Bermuda grass, but this
23 highway department grass, you can cut it and three days later
24 the seed pod is right back up and you can't win even trying
25 to sharpen the blades yourself with that Bahai grass.

1 So I found -- I found his advice was really good, plus I
2 don't like to weed eat anyway. So between the weed eating
3 and the lawnmowers, I just pay a guy to come and cut mine
4 every two weeks.

5 MR. JOHNSON: Yeah.

6 THE COURT: But let me -- I'll look at this right here
7 and --

8 MR. JOHNSON: I just --

9 THE COURT: I don't have a written return here; so I've
10 got to -- I've got the disk. So I'm going to have to go in
11 chambers back at home and plug this in and listen to it and
12 see -- see what the judge had to say about all this before I
13 can do anything. Okay?

14 MR. JOHNSON: I do have one more thing that I -- you
15 might find interesting. Let me find it. It was from -- this
16 is from Badcock's attorney. I just had it. Oh, yeah, here
17 it is.

18 Now, I owe 1,000 -- because I bought something else, I
19 owe 1,300 -- almost \$400 [sic]. This is the bill. This is
20 my statement. That's how much I owe.

21 They just sent me this on August 24th. That's the
22 attorney, and they want to actually settle. Right? I mean,
23 it's a good settlement and it's actually -- it's actually the
24 amount that I'm asking for. It's for -- they want to settle.
25 I owe \$1,344 overall, and they want to settle for \$672.

1 That's almost \$700.

2 So evidently, they did their research. I mean, I think
3 that's a good deal, to be honest, because I really can't
4 afford to pay them what I owe them, but this is -- this is
5 what they sent -- just sent me.

6 So if I could win my case, I can settle with the money
7 that -- this is just kind of -- it's just kind of strange how
8 this -- how they just sent me and how they calculate
9 everything, and they said -- they also said a discounted --
10 this is a discounted offer. I mean that's like a dream come
11 true.

12 So I just thought you might -- it's like they're
13 conceding to a certain point that they -- they are wrong and
14 they want to give me a good offer, but I don't have that
15 money to give them really.

16 THE COURT: All right.

17 THE CLERK: Do you want a copy of that letter, Judge?

18 THE COURT: No. That doesn't have any --

19 THE CLERK: Okay.

20 THE COURT: -- bearing on this.

21 THE CLERK: Okay.

22 THE COURT: Thank you though.

23 MR. JOHNSON: Thank you, Your Honor.

24 THE COURT: Yes, sir.

25 MR. JOHNSON: Y'all have a nice day.

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THE COURT: You too.

THE CLERK: You too.

MR. JOHNSON: Thank you for hearing me.

THE COURT: All right.

(WHEREUPON, the proceedings ended at 10:50 a.m.)

--- END REQUESTED TRANSCRIPT ---

State of South Carolina)

) Certificate

County of Florence)

I, the undersigned, Krystal J. Smith, Notary Public and Official Court Reporter for the Twelfth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing pages, numbered 1 through 22, constitute a true, accurate, and complete Transcript of Record of all the proceedings had and evidence introduced in the hearing of the above captioned case, relative to appeal, in the Court of Common Pleas Sessions for Marlboro County, South Carolina, on the 8th day of September, 2020.

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

Krystal J. Smith

Court Reporter

Florence, South Carolina

May 28, 2021

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT

2020CP3400171

Ted Johnson,

Plaintiff

Vs.

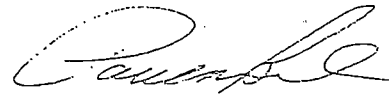
Order

Badcock & More Home Furniture,

Defendant.

This matter is before the Court on an appeal from the Summary Court of Marlboro County. Upon receiving the file, hearing argument by the Appellant, and careful consideration of the Magistrate's return, and based on the Magistrate's application of the provisions of Rule 55, the Judgement of the Magistrate's Court is AFFIRMED.

AND IT IS SO ORDERED.



Paul M. Burch
Presiding Judge

Dated: October 26, 2020

Charleston, SC.

A CERTIFIED TRUE COPY

Anita M. Williams

CLERK OF COURT
MARLBORO COUNTY

2020 NOV 10 A 8:19
ANITA M. WILLIAMS
CLERK OF COURT
MARLBORO COUNTY, S.C.

FILED

~~Exhibit~~

(7)

Exhibit F

PROOF OF SERVICE OF A NOTICE
OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
(In The Supreme Court)

APPEAL FROM MARLBORO COUNTY
Court of Common Pleas
Paul M. Burch, Circuit Court Judge
Case No. 2020CP3400171

Badcock & More Home Furniture;
Marlboro Magistrate;
Common Pleas Court Respondent^s,

v.

Ted Johnson Appellant.

PROOF OF SERVICE 23 Page

I certify that I have served the Notice of Appeal on all parties mentioned above by depositing a copy of it in the United States Mail on Dec. 21, 2020 addressed to: 206 Broad Street, Bennettsville, SC 29512; 249 Troop St., Bennettsville, SC 29512; and to the Common Pleas Court at 105 Main Street Bennettsville SC, 29512.

Dated: Dec. 21, 2020

(8)

Ted Johnson
Ted Johnson
115 Moore Street
Bennettsville, SC
29512

FORM-1
NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

Marlboro
APPEAL FROM ~~GREENVILLE~~ COUNTY
Court of Common Pleas

Paul M. Burch
George E. Brown, Circuit Court Judge

2020 CP 3400 IT1
Case No. ~~2000-CP-00-0000~~

Badcock & More,
Home Furniture,
Stephen L. Doe, as Personal
Representative of the Estate of
John B. Doe, Marlboro Magistrate, Respondent,
Common Pleas Court.

Ted Johnson v. Appellant.
Jane C. Ree,

NOTICE OF APPEAL

Ted Johnson Paul M. Burch
Jane C. Ree appeals the order [judgment] of the Honorable George E. Brown dated
September 1, 2000. Appellant received written notice of entry of this order [judgment] on
September 3, 2000. see 5 page documents attached herein for reasons
November 23, 2020 why Appellant's appeal should be granted.
September 15, 2000

s/John E. Smith.
John E. Smith,
Post Office Box 123,
Greenville, South Carolina 29000
(864) 000-0000
Attorney for Appellant

Other Counsel of Record:
Mary P. Jones
Post Office Box 456 -
Greenville, South Carolina 29000
Attorney for Respondent
(864) 000-0000

Ted Johnson
115 Moore Street
Bennettsville, SC 29512
Ted Johnson
Ted Johnson, Pro Se
843 544-6798

Notice of Appeal Arguments

1. It is Appellant's understanding that this Court will only hear and/or address issues that were raised during the lower Court proceedings. The proceeding were as follows:
2. Appellant filed a claim with the Marlboro Magistrate Judge, Mia David Weaver on 3/9/2020 under docket # 2020 CV3410100224 against Respondent Badcock & More Home Furniture in which subsequently the Court summoned appellant and respondent to appear before the Court on May 12, 2020.
3. On May 12, 2020, Appellant appeared, however respondent did not. The case was then argued and then scheduled again to be heard on May 26, 2020.
4. On May 26, 2020, Appellant appeared, but once again, respondent did not. The case was then adjourned to June 23, 2020.

5. On June 23, 2020, Appellant appeared and once again, respondent did not.

6. During the lower Court proceedings (because respondent did not appear "3" times), appellant stated on the record that respondent should be held in default. Nevertheless, the Court dismissed the case in favor of respondent.

7. Because the above took place, appellant filed an appeal in the Court of Common Pleas on July 10, 2020 with Judge Paul M. Burch. (See 8 page Notice of Civil Appeal dated 7/10/2020 as Exhibit A attached herein).

8. On 9/8/2020 the appeal was scheduled to be heard by said judge. Appellant then presented his case and subsequently argued that it was error of Law for the Magistrate judge M.D. Weaver to have dismissed appellant's case in favor of Badcock when in fact the case should have been dismissed in favor of appellant because Badcock didn't appear in this case "3" times and should be held in default.

9. See pages 4 of 8 and 5 of 8, par. 5 of said notice of appeal for said default arguement.

10. On 9/21/2020 Judge Paul M. Burch gave his ruling. He ruled ~~that~~ said Magistrate judge ^{was to} file a return within 30 days of his order remanding this case back to the Magistrate Court. (See said Order as Exhibit B attached).

11. On September 28, 2020, Magistrate judge, M.D. Weaver scheduled this case to be re-heard on October 6, 2020. (See said order as Exhibit C attached).

12. On October 6, 2020, appellant appeared before said Court and for the very first time, so did respondent - Badcock.

13. Appellant argued before the Court on October 6, 2020 that said respondent were too late to appear and make a defense for themselves being they didn't do so when they had "3" times to do so but ~~and I~~ ^{didn't} and should be held in default.

14. On October 26, 2020 the Common Pleas Court Paul M. Burch - Respondent, committed an error of Law when affirmed or affirming said Magistrate's application dismissing appellant's case under the provisions of Rule 55. (See Said Order as Exhibit D attached).

15. The error of Law took place when both the Magistrate Court and the Common Pleas Court - defendants or Respondents failed to properly apply the provisions of Rule 55 in appellant's case.

16. Both Courts under the provisions of Civil Rule 55 (by law) were mandated to rule in appellant's favor because it was in fact respondent - Badcock whom failed to appear before the lower Court's proceedings to make a defense for themselves thus being in default under the provisions of Rule 55.

Wherefore, because of the above and/or herein arguments within, appellate ask this Court to grant his appeal based on the provisions of Rule 55 which was not properly applied in this case.

Dated: December 21, 2020

Respectfully



Ted Johnson Pro-Se

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

Anna M. Williams
CLERK OF COURT
MARLBORO COUNTY

2020 JUL 10 P 11:44
ANNA M. WILLIAMS
CLERK OF COURT
MARLBORO COUNTY
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
 ASSIGNED JUDGE: Weaver, Mia David
 DISPOSITION JUDGE: Weaver, Mia David

STATUS: Dismiss

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 |
|-------------------------------------|----------------|---------------|----------------|--------------|
| ction: Summons & Complaint | | | | |
| Civil Filing Fee County 44%/100% | \$45.00 | \$0.00 | \$45.00 | 9 |
| Service Fee \$10 | 10.00 | 0.00 | 10.00 | 9 |
| SCJD Filing Fee Proviso \$50 / \$25 | 25.00 | 0.00 | 25.00 | 9 |
| Total: | \$80.00 | \$0.00 | \$80.00 | |

| 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

CaseHistory rpt V6

2020 JUL 10 PM 4:44
 CLERK OF COURT
 MARLBORO COUNTY
 A CERTIFIED TRUE COPY

M. Williams

CLERK OF COURT
 MARLBORO COUNTY

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

2020 JUL 10 P 4:44
AMITZ H WILLIAMS
CLERK OF COURT
MARLBORO COURT

A CERTIFIED TRUE COPY

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

CaseHistory.rpt V6.1
Amitz 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 ^{case} 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 warrantied by another company other than Badcock (which is a complaint part of Plaintiff's complaint that was ignored or overlooked by the Magistrate Judge).

(1)

A CERTIFIED TRUE COPY

Anita M. Williams

CLERK OF COURT
MARLBORO COUNTY

FILED
2020 JUL 10 P 4:44
ANITA M. WILLIAMS
CLERK OF COURT
MARLBORO COURT

3. However, on the next adjourned date, Said Judge stated that I neither right nor wrong in regards to the automatic Warrant 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 Warrant rights under State and Federal Law.

4. However, the Magistrate or 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 Warrant law.

(2)

A CERTIFIED TRUE COPY
Aisha M. Williams

CLERK OF COURT
MARLBORO COUNTY

FILED
JUN 10 P 4 44
ANGELA N. WILLIAMS
CLERK OF COURT
MARLBORO COUNTY

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 Warrant 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 warrant agreement that it was ~~not~~ ^{VERIFIED TRUE COPY} years not one. However that was ignored.

Anita M. Williams

FILED
JUL 10 P 11:44 AM
ANITA M. WILLIAMS
CLERK OF COURT
MARLBORO COUNTY

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 defects and will function properly for a reasonable period of time.

*

Written warranty (which is 4 years)
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.

FILED
2020 JUL 10 AM 10:00
ANITA M. WILLIAMS
CLERK OF COURT
MARLBORO COUNTY

A CERTIFIED TRUE COPY

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

Anita M. Williams
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 Pickup Date: 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

2020 JUN 01 10:00 AM
 ANITA M. WILLIAMS
 CLERK OF COURT
 MARLBORO COUNTY
 Date: 06/01/18

A CERTIFIED TRUE COPY

Amount Due: \$0.00

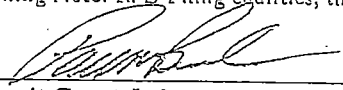
Badcock offers a 10 day return and refund policy for qualified items. Please refer to www.badcock.com for complete details.

Anita M. Williams

Exhibit B

CLERK OF COURT
MARLBORO COUNTY

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.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.


Circuit Court Judge

2048
Judge Code

9/21/2020
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

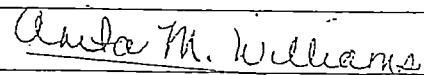
E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

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.

FILED
2020 SEP 25 P 1:10
ANITA B. WILLIAMS
CLERK OF COURT
MARLBORO COUNTY, S.C.

A CERTIFIED TRUE COPY



CLERK OF COURT
MARLBORO COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF MARLBORO

Ted Johnson,

Plaintiff

Vs.

Badcock & More Home Furniture,

Defendant.

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT

2020CP3400171

Order

This matter is before the Court on an appeal from the Summary Court of Marlboro County. Upon receiving the file, hearing argument by the Appellant, and careful consideration of the Magistrate's return, and based on the Magistrate's application of the provisions of Rule 55, the Judgement of the Magistrate's Court is AFFIRMED.

AND IT IS SO ORDERED.



Paul M. Burch
Presiding Judge

Dated: October 26, 2020.

Charleston, SC.

A CERTIFIED TRUE COPY

Anita M. Williams

CLERK OF COURT
MARLBORO COUNTY

Exhibit D

FILED
2020 NOV 10 A 8:19
ANITA M. WILLIAMS
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MARLBORO COUNTY, S.C.

Certificate of Appellant

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

April 13, 2022

Ted Johnson
Ted Johnson
115 Moore Street
Bennettsville,
SC 29512
843 544-6798

RECEIVED
APR 14 2022
SC Court of Appeals

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