

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

Feb 13 2023

SC Court of Appeals

APPEAL FROM BERELEY COUNTY
Court of Common Pleas

Jennifer McCoy, Circuit Court Judge

Appellate Case No. 2021-001183

Joe Clemons,

Appellant,

v.

Peggy H. Pinnell Agency, Inc., Peggy H. Pinnell Insurance Agency, Inc.,
State Farm Life Insurance Company,
jointly and severally liable),

Respondents.

APPELLANT'S FINAL BRIEF

s/Joe Clemons

Joe Clemons, Appellant *Pro se*
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TABLE OF CONTENTS

Table of Authorities ii

Statement of Issues on Appeal 1

Statement of the Case 2

Statement of Facts 4

Argument. 7

1. The Lower Court/Judge McCoy erred or made a mistake by granting a directed verdict because as stated in South Carolina Rule 50, a directed verdict can only be granted when there are no controverted issues of fact upon which reasonable minds could differ.....7

 a. The Lower Court/Judge McCoy erred in granting a directed verdict in favor of the Respondent when the Respondent’s only witness perjured herself in front of the Judge and jury that I signed the document in question in front of her face.....7

 b. The Lower Court/Judge McCoy erred in granting a directed verdict in favor of the Respondent when I caught the Respondent’s attorney falsifying documents in front of the Judge and jury.....8

2. The trial Judge/Judge McCoy was biased by denying my right to get the audio recordings and unedited transcripts of hearings, especially of the January 11, 2021 hearing, which was altered by the Respondent, which has been detrimental to this case.....8

3. Because I was consistently complaining that the transcripts of the trial were falsified and tremendously altered, I am requesting that I have an opportunity for an oral testimony and that the Court of Appeals will grant a directed verdict on my behalf.....9

 a. I know that I won this case in the Lower Court, but because the directed verdict was misapplied and should not have been accepted, I am requesting that based on the merits of the direct and circumstantial evidence that has been presented to the Appellate Court, it’s clear that it leads to a certain conclusion from which the proof and facts that were presented, I won my Lower Court case.....10

 b. I am asking the Appellate Court to grant me with the victory I should have been granted by the lower court on August 24, 2021, or grant a jury re-trial with sanctions.....10

Conclusion/Prayer.....12

Exhibits.....13-26

Table of Authorities

Cases

Grooms v. Minute-Maid, 267 F.2d 541 (4th Cir. 1959)..... 8
Doggett v. Atlantic Holding Corp., 4 Cir. 1956, 239 F. 2d 156..... 8
Pierce v. Ford Motor Co., 4 Cir. 1951, 190 F.2d 910 8
Tennant v. Peoria & P. U. Ry. Co., 1944, 321 U.S. 29, 64 S.Ct. 409,412, 88 L.Ed. 520..... 8

Other Authorities

South Carolina Rules of Civil Procedure 3
South Carolina Appellate Court Rules 3
South Carolina Court Reporter's Manuel..... 9
South Carolina Summary Judges Bench Book.....document references

STATEMENT OF ISSUES ON APPEAL

1. The Lower Court/Judge McCoy erred, made a mistake, or was biased by misapplying a directed verdict because as stated in South Carolina Rule 50, a directed verdict can only be granted when there are no controverted issues of fact upon which reasonable minds could differ.
2. The Lower Court/Judge McCoy erred, made a mistake, or was biased because Appellant's repeated and incessant claims that transcripts were altered or did not accurately reflect actual court proceedings, it was error, and thus detrimental to Appellant's case, to proceed to trial without conducting a thorough review of the unedited transcripts, WebEx video recording of the hearings, and/or audio recordings, and any computer assisted transcription (CAT), upon his request. Also, I had requested a hearing about Rule 60 (which was supposedly canceled by Judge Young) which would allow me to have access to the accurate transcripts.

STATEMENT OF THE CASE

On February 15, 2019, Appellant filed his action with Berkeley County Court of Common Pleas; his eight claims against Respondents included fraud, breach of contract, and negligence. On March 20, 2019, Respondent answer to deny all claims and asked that the action be dismissed. From a February 12, 2020 hearing, the court granted summary judgment on Appellant's unfair trade practices claim. His remaining claims survived.

After reviewing ORDERS, Appellant voiced objections to the accuracy of hearing orders and transcripts, and made them the basis for his February 16, 2021 Motion For Relief From Judgment, *Rule 60(b)*, specifically, that orders and transcripts did not reflect judicial rulings. There, and on April 16, 2021, he moved for judicial review of audio recordings pursuant to South Carolina Court Reporter's Manuel, pages 17-22.

A jury was empaneled and on August 23-24, 2021, his matter was heard. Respondent testified that Appellant had signed the document in her presence acknowledging acceptance of the policy without the waiver. Appellant's wife testified that Respondent took her signature from another document and used to create "Exhibit 1" to make it appear she had signed it, but it was proven in court that neither of the signatures in question were my signature. The Respondent perjured herself in front of the Judge and jury. Respondent's lawyer abandoned his client's position and accepted my wife's testimony that her signatures were on Exhibits 1 and 2. Mr. Norris showed my wife Exhibits 1 and 2 but switched the exhibit numbers (transcript page 275, lines 3-10), intending to confuse her and to have her to agree that the document she did not sign she had signed. Exhibit 1 was the document that the Respondent created and forged my signature on which was to accept the amended policy without

the Waiver of Premium.

After the jury was dismissed, Respondent's counsel moved for a post-trial motion that was never identified during the trial as a Directed Verdict as to remaining causes. After the respondent post-trial motion, the Judge then asked me if I had a post-trial motion, which I stated no. Days later after the trial, I found out that the post-trial motion was a Directed Verdict that was granted by the Court. The Court during trial informed Appellant of his right to file a motion for reconsideration and/or appeal under South Carolina Rules of Civil Procedure and South Carolina Appellate Court Rules. Appellant's appeal followed.

STATEMENT OF THE FACTS

Appellant is and has been a multi-policy holder with Respondent insurance agency for more than thirty (30) years, and with Respondent agent for more than twenty-five (25) years. On May 21, 2010, on agent's offer, Appellant bought a policy which converted his existing term life policy into a fifteen (15) year pay life policy for (\$250,000.00). During discussions, Respondent Agent notified Appellant of a *waiver of premium disability* (hereinafter "WPD") provision, which Appellant requested be included with the new policy, during the 2010 transaction.

At that time, Respondent Agent advised Appellant that she could not include the WPD without approval from Respondent State Farm. Appellant was never notified by Respondent that he was ineligible for the WPD he had applied for on May 21, 2010. On May 21, 2010, Appellant received an application policy with the printout cost for the 15-year policy applied for on May 21, 2010. Respondent provided the policy printout, where she circled a portion of the page that stated, "Issue without Waiver of Premium Benefit rider" (Exhibit 3). She stated this page is not to be signed because this page is signed only when you are not applying for the Waiver of Premium. As shown in Exhibit 4, the box next to "Is WPD or WMD desired" is checked and I physically signed this document because I applied for the Waiver of Premium. Out of all the documents in question, this is the only document I physically signed. On July 6, 2010, outside Appellant's presence and absent of his knowledge or consent, Respondent Agent affixed a signature (which they thought was my signature) to a form accepting the policy without the provision.

Appellant had no information on the WPD matter, until on or about March 9, 2017 when he met with Respondent Agent to file a disability claim pursuant to his Social Security total disability determination. It was then that Respondent Agent informed Appellant that his May 2010 policy had been

issued without the WPD clause. Appellant thought it strange that the 10-year lifetime \$150,000 policy he bought in 2016 included the *waiver*, and the May 2010 did not, especially that when it was Respondent Agent who assured that the WPD was included in the 2016 policy. On neither occasion, had Appellant been identified disabled prior to May 2017, Respondent gave Appellant no notice about the denial of the WPD to his 2010 policy, nor offered him an alternative option.

After the Respondent told me I did not have the WPD, I called the 1-800 number on my State Farm policy on March 10, 2017 and spoke with a representative named Randy. After I provided Randy with my policy information that he asked for, I asked him if I had a WPD on my policy, to which he confirmed yes. I immediately called the Respondent at her Agency to inform her of the conversation with Randy where he confirmed my policy had the WPD. Respondent and I ended the call, and about 30 minutes later she called me back from her Agency confirming, “Yes, Joe you have the WPD on both policies. When the letter comes to you from Social Security, bring it by the office and we will complete the paperwork.” When I took the paperwork to her office, she said that I only had the WPD on one policy to which I reminded her of the conversation we had on March 10, 2012 regarding the call I had with her and Randy. Her response was that she had no recollection of this conversation. This is where the conspiracy with State Farm and Peggy Pinnell Agency began. I went to the Department of Insurance about this, and they instructed me to obtain my telephone records to prove there were conversations I had with the Respondent and Randy. I went to my landline provider, Home Telecom, to request my accurate telephone records. Once I received the records, I realized that none of the phone calls with State Farm during the month of March were present, I went to Home Telecom on three different occasions requesting a accurate phone record, but they refuse to give it to me. On January 11, 2021, I presented this information to Judge Rodger Young who granted my motions to add Home Telecom in the complaint as a co-conspirator, and to extend the deposition period, and when I deposed the CEO of Home Telecom, he

“stated that Mrs. Peggy Pinnell him were neighbors.

ARGUMENT

1. The Lower Court/Judge McCoy erred or made a mistake by granting a directed verdict because as stated in South Carolina Rule 50, a directed verdict can only be granted when there are no controverted issues of fact upon which reasonable minds could differ.

A directed verdict may be properly granted only when "there are no controverted issues of fact upon which reasonable minds could differ." *Clark v. J.M. Benson Co., Inc.*, 789 F.2d 282,285 (4th Cir.1986). When reviewing a grant of a directed verdict, all facts and reasonable inferences must be viewed in the light most favorable to the non-moving party. *Mays v. Pioneer Lumber Corp.*, 502 F.2d 106, 108 (4th Cir.197), cert. denied, 420 U.S. 927 (1975). *Drew v. Food Lion, Inc.*, 940 F.2d 652 (4th Cir. 1991)" - verdict vacated and remanded for a new trial. Here, as in *Drew*, Appellant was denied the option of having the jury reach a verdict on evidence which could have been decided in his favor.

Judge McCoy stated during the August 23 and 24 trial to the jury "...you are the only people in this room who can determine what the facts are in this case. I do not have the right to indicate how I might feel about the evidence which is presented during the trial..." (transcript page 97, lines 7-11). The trial was intended to be a jury trial, as it should have remained, especially because there were inconsistencies from the Respondent about who had signed the document.

a. The Lower Court/Judge McCoy erred in granting a directed verdict in favor of the Respondent when the Respondent's only witness perjured herself in front of the Judge and jury that I signed the document in question in front of her face.

The Respondent adamantly stated that I signed the document in question in her presence (transcript page 210, lines 1-15). It was proven that this was a lie because I stated it was not my signature. When the Respondent's attorney cross examined my wife, it was further confirmed the Respondent lied because it was my wife's signature. As stated by Judge McCoy during

August 23 and 24 trial, “It is you, the jury, who will determine the facts in this case, and, as a result, you have the ability and the duty to evaluate the credibility, which means the believability of each witness who testifies in this matter” (transcript page 98, lines 7-12). “It is the jury, not the court, which is the fact-finding body. It weighs the contradictory evidence and inferences, judges the credibility of witnesses, receives expert instructions, and draws the ultimate conclusion as to the facts. The very essence of its function is to select from among conflicting inferences and conclusions that which it considers most reasonable. * * * That conclusion, whether it relates to negligence, causation or any other factual matter, cannot be ignored.” *Tennant v. Peoria & P. U Ry.Co.*, 1944, 321 U.S. 29, 64 S.Ct. 409,412, 88 L.Ed. 520. Also see *Pierce v. Ford Motor Co.*, 4 Cir.1951, 190 F.2d 910, and *Doggett v. Atlantic Holding Corp.*, 4 Cir. 1956, 239 F. 2d 156. *Grooms v. Minute-Maid*, 267 F.2d 541 (4th Cir. 1959).

b. The Lower Court/Judge McCoy erred in granting a directed verdict in favor of the Respondent when I caught the Respondent’s attorney falsifying documents in front of the Judge and jury.

During cross examination, Mr. Norris abandoned his client’s position of who signed the document in question and accepted my wife’s testimony that it was her signature on the documents, Exhibit 1 and 2 (transcript page 265, lines 7-10). When I cross examined my wife, I asked the Judge “Could you play [the recording] back” (transcript page 275, lines 3-10)? When replayed, it showed that Mr. Norris showed my wife Exhibits 1 and 2 but switched the exhibit numbers (transcript page 275, lines 3-10), intending to confuse her and to have her to agree that the document she did not sign she had signed. This was the document the Respondent created and forged my signature on which was to accept the amended policy without the Waiver of Premium.

2. The trial judge/Judge McCoy was biased by denying my right to get the audio recordings and

unedited transcripts of hearings, especially of the January 11, 2021 hearing, which was altered by the Respondent, which has been detrimental to this case.

Appellant has submitted several motions to obtain accurate transcripts of the hearing before Judge Young and to add Home Telecom as a co-conspirator, which was granted. The Respondent's lawyer changed the judge's ruling to denied. Judge McCoy denied my requested motion , and instead accepted Mr. Norris' motion in limine which limited me from talking about the following topics: the validity of the transcript of Judge Young's hearing (transcript page 56, lines 16-22), discussing a State Farm associate I communicated with, Randy, who told me I had a Waiver of Premium (transcript page 57, lines 10-15), complaining to the Office of Disciplinary Counsel where I had an open complaint against Mr. Norris (transcript page 68, lines 17-22), obtaining accurate telephone records from Home Telecom (transcript page 59, lines 1-4), from talking about a third life insurance policy that was granted Waiver of Premium (transcript pages 59, lines 10-22), and the reason I believe his previous firm let him go (transcript pages 59, line 23 and page 60, lines 1-8).

- 3. Because I was consistently complaining that the transcripts of the trial were falsified and tremendously altered, I am requesting that I have an opportunity for an oral testimony and that the Court of Appeals will grant a directed verdict on my behalf.**

According to the Court Reporter Manual, pages 17-22, the parties involved in a case may request access to copies of the recordings and unedited trial transcripts which are preserved by the Court Reporter and Court Administration if a discrepancy arises. Because of discrepancies I noticed in the trial transcripts, I have submitted several motions and subpoenas to obtain access to the unedited transcripts, and WebEx video recording of the trial and hearings, and/or audio recordings, and any computer assisted transcription (CAT), which to this date my requests have been denied and ignored. The question is why? Especially when the Respondent's lawyer, in all of his briefs and Record on Appeal submitted, has adamantly stated

to the Appellate Court and Judges to deny my requests.

Secondly, I did not have the opportunity to review the transcript before it was accepted and certified (Exhibit 5). Also, the second half of the transcript has not been signed by the Court Reporter, therefore it cannot be accepted by the Appellate Court. However, later I located this same transcript had been signed (Exhibit 6). How could this be when it had already been submitted to the Court of Appeals? I have stated this consistently throughout this case, which has also been ignored by the Court of Appeals. They have continued to falsify documents, even up to the Appellate Court.

- a. I know that I won this case in the Lower Court, but because the directed verdict was misapplied and should not have been accepted, I am requesting that based on the merits of the direct and circumstantial evidence that has been presented to the Appellate Court, it leads to a certain conclusion from the proof and facts that were presented, I won my Lower Court case.**

Judge McCoy stated during the August 23 and 24 trial to the jury "...you are the only people in this room who can determine what the facts are in this case. I do not have the right to indicate how I might feel about the evidence which is presented during the trial..." (transcript page 97, lines 7-11). If the direct and circumstantial evidence prove the facts in this case, and the facts determine the credibility of the witness testimonies, it would lead to the conclusion that I won my case. This is why I believe Judge McCoy dismissed the jury and accepted the directed verdict.

I'm more convinced and convicted about this especially after meeting Mr. Roland Goodman several months after the trial, who was a juror during the trial. Mr. Goodman stated that "the jury did not deliberate in this case, as we were dismissed by the Judge before the trial ended" (Exhibit 7). "From the evidence that was presented before me during the trial, I do not think that Ms. Pinnell proved that Joe Clemons physically signed that particular form. Had we deliberated, I think I would have sided with Mr. Clemons in this case" (Exhibit 7).

- b. I am asking the Appellate Court to grant me with the victory I should have been granted by**

the lower court on August 24, 2021, or grant a jury re-trial with sanctions.

If someone would look at the proof and evidence presented in this case, it can easily be seen that justice has been obstructed, which is a crime committed by the lower court. Much more would be revealed if the audio recordings of the trial were released to validate my statements. I am pleading with the Court to rectify the mistake made by the lower court in Berkeley County. The Court Administration, Court Reporter, lawyer, judges, and law clerk have all played a part in the injustice that has occurred. Because of influence of these people, I have been unable to obtain a lawyer. Can this court imagine the stress and disadvantage I, as Pro Se, and my wife have endured? For these reasons my request should be granted. According to South Carolina Rule of Law, direct and circumstantial evidence does not need authority because I believe this is a unique case because of the amount of obstruction of justice, and if there were others, it wouldn't be available for one to see.

CONCLUSION/PRAYER

This case is about forgery, falsifying documents, and false statements of who signed the documents in question (Exhibits 1 and 2). It has been clearly proven that I did not sign Exhibits 1 and 2; provided in Exhibit 4 is a document with my physical signature for comparison.

So based on the merits, facts, and direct and circumstantial evidence, it is a fact that I won my case. I am asking the Appellate Court to grant a directed verdict on my behalf to declare me the victor of this case and to stop the bleeding and abuse I have endured. Even if it is a re-trial, the bleeding and abuse will continue. The purpose of the courts is not to assist in the abuse of the mighty against the weak.

I am asking the Appellate Court to make the proper decision based on the knowledge, experience and understanding this Appellate Court has about our justice system and rules of law and what has taken place in the lower court that has my case at this Appellate Court. For reasons outlined above, I am requesting an opportunity for an oral testimony, and that the Court of Appeals will grant a directed verdict on my behalf, or a jury re-trial with sanctions.

s/Joe Clemons

Joe Clemons, Appellant *Pro se*
2202 Addidas Street
Eutawville, SC 29048
T: (843) 753- 7007
Clemonswelding1@gmail.com

February 13, 2023

Exhibit 1

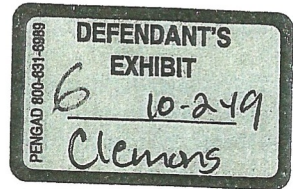
COPY

State Farm Insurance Companies



STATE FARM LIFE INSURANCE COMPANY

AMENDMENT OF APPLICATION



I, Joe Clemens, amend my application dated May 21, 2010, as follows:

Issue without Waiver of Premium Benefit rider.

I agree that this amendment will control over any conflicting language contained in the application. The consideration for this amendment is the issuance of the policy with the above agreed upon changes.

Dated on 7/6/10 at Moncks Corner SC

[Signature] Signature of Agent as Witness

[Signature] Signature of Applicant or Owner

IC009 231-1634.3

Policy No. 28059088

AFWJ

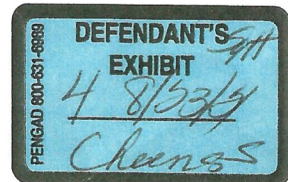


Exhibit 2

COPY

DEFENDANT'S EXHIBIT
2 10-2-19
Clemens

REVISOR LIFE INSURANCE ILLUSTRATION

Plan: 10 Pay Life
Insured: JOE CLEMENS
Male, Age 30

Date: JUNE 9, 2010
Policy Date: JUNE 7, 2010
Policy Number: 1803-9038

Dividend Option: Accumulate Dividends

Premium Mode: Special Monthly

Year	Age	Guaranteed Values			Non-Guaranteed			Illustrated Values		
		Annualized Contract Premium	Guaranteed Cash Value	Guaranteed Death Benefit	Annualized Premium Outlay	Cash Surrender Value	Total Death Benefit	Annualized Premium Outlay	Cash Surrender Value	Total Death Benefit
5	35	16,164	30,007	330,000	16,164	14,714	334,712	16,164	29,297	359,509
10	40	16,164	79,477	350,000	16,164	94,209	364,727	16,164	110,200	380,722
15	45	16,164	132,072	350,000	16,164	135,315	377,239	16,164	196,530	398,457
20	50	0	155,980	350,000	0	174,016	338,026	0	241,049	335,087
35	65	0	106,290	350,000	0	219,437	357,437	0	473,257	517,287
50	80	0	237,472	350,000	0	415,332	383,071	0	923,421	947,854

I have received a copy of this illustration and understand that any non-guaranteed amounts illustrated are subject to change and could be either higher or lower. The agent has told me they are not guaranteed.

Joe Clemens
Applicant

7/6/10
Date

I certify that this illustration has been presented to the applicant and that I have explained that any non-guaranteed amounts illustrated are subject to change. I have made no statements that are inconsistent with the illustration.

Gregg Diwanee
Agent

7-6-10
Date

06002 (07/2007)

State Farm Life Insurance Company

Home Office: Bloomington, IL

PAGE 3 OF 4 (AFW)

DEFENDANT'S EXHIBIT
5 8/23/11
Clemens

Exhibit 3

State Farm Insurance Companies



STATE FARM LIFE INSURANCE COMPANY

AMENDMENT OF APPLICATION

I, Joe Clemons, amend my application dated May 21, 2010, as follows:

Issue without Waiver of Premium Benefit rider.

I agree that this amendment will control over any conflicting language contained in the application. The consideration for this amendment is the issuance of the policy with the above agreed upon changes.

Dated on _____ at _____

Signature of Agent as Witness

Signature of Applicant or Owner

~~ICC09 231-1634.3~~

Policy No. 28059088

AFWJ

Exhibit 4

COPY

DEFENDANT'S EXHIBIT 10-2-19 Clemens

Part (D) - Term Conversion Form

To: [X] State Farm Life Insurance Company [] State Farm Life and Accident Assurance Company

Re: Policy Number(s) 2573-9762 Name of Insured Joe Clemens

CONVERT 250,000 Select Term (Plan and Amount) to 250,000.- 15 Pay Life (Plan and Amount)

If partial conversion, how should remaining coverage be handled? Converted coverage cannot be reinstated. (Value Earning Policies)

Note: The new policy will be issued with any rating or exclusions that were present on the original policy prior to the conversion.

Universal Life Only

[] Option 1 [] Option 2 Planned Premium \$

Riders to be transferred: (if eligible)

[] Children's Term Rider (CTR) \$

[] 5 Year Term Rider \$

[] Guaranteed Insurability Option (GIO) \$

[] Additional Insured's 5 Year Term Rider \$

[] WPD / WMD (if transferred complete section below)

[] Additional Insured's Level Term Rider (UL) \$

WPD/WMD:

APL/CAL: (not applicable to Universal Life)

Is WPD or WMD desired? [X] Yes [] No

APL Provision elected, if applicable? [] Yes [] No

Is the Principal Insured currently disabled? [] Yes [X] No

CAL Provision elected (Assurance Co only) [] Yes [] No

Tobacco Use:

In the past 12 months, have you used tobacco, or any other nicotine products? PI [] Yes [X] No AI [] Yes [] No

If yes, please specify:

ADDITIONAL INSURED AND CHILDREN'S TERM RIDER CONVERSIONS

Is this a conversion of an Additional Insured's Rider? [] Yes [] No Converted coverage cannot be reinstated. (Value Earning Policies)

Who will own the new policy?

Is this a conversion of Children's Term Rider? [] Yes [] No

Who will own the new policy?

Will CTR remain in force after the conversion? [] Yes [] No (If removing CTR coverage, complete Part C.)

Basic Information: (Complete this information for CTR Conversions only)

Name of Insured Sex [] M [] F Date of Birth Age

(Address) (City) (State) (ZIP Code)

DIVIDEND OPTION (not applicable for Universal Life) [] Accumulate [] Paid in Cash [] Paid-up Additions [] Reduce Premium

MODE OF PREMIUM PAYMENT [] Annually [] Semi-Annually [] Quarterly [X] Special Monthly PAC

SFPP Account Number - 1134 7094 27

ADDITIONAL ITEMS NEEDED (Additional forms must be signed by the owner of the NEW policy)

- W-9 Form
Bank Disclosure Form (if applicable)
Change of Beneficiary request (required for Additional Insured and CTR conversions)
State Replacement Form (if applicable)
Illustration (if applicable)

Signatures Needed: The Original Policyowner's signature is required. If the new policy will be owned by someone other than the Original Policyowner, the New Policyowner should sign all other required forms. (For Ownership Changes, complete change ownership section on Part C.)

- Principal Insured's signature is required when WPD/WMD is applied for (not including a transfer from the old policy) OR when a change of tobacco rating is requested.
Additional Insured's signature only required when AI's coverage is being transferred or converted AND a change of tobacco rating is requested.
Children's Term Rider Purchase Option at age 18 - The request should be signed by the original policyowner.
Children's Term Rider Conversion at age 25 - The request should be signed by the insured child.

Signature of Original Policyowner, Signature of Principal Insured (Joe Clemens), Signature of Additional Insured, Signature of Agent as Witness (Deyan H. Prince), Date 5-21-10, Agent's Code Stamp 9342 AD-1913

1002822

Page 5 of 10

104844.17 04-28-2010

DEFENDANT'S EXHIBIT 10/2/19 Clemens

CLEMENS SF 162

Exhibit 5

CERTIFICATE OF REPORTER

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I, SHARON G. HARDOON, Official Circuit Court Reporter, III for the State of South Carolina at Large, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Berkeley County, South Carolina.

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

December 5, 2021



Sharon G. Hardoon, CSR
Official Circuit Court Reporter, III

CERTIFICATE OF REPORTER

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

December 5, 2021



Sharon G. Hardoon, CSR
Official Circuit Court Reporter, III

Exhibit 6

CERTIFICATE OF REPORTER

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

December 5, 2021

Sharon G. Hardoon, CSR
Official Circuit Court Reporter, III

Exhibit 7

December 29, 2022

To whom it may concern,

My name is Roland Goodman. I was a juror in the case of Joe Clemons vs. Peggy Pinnell in August 2021. For the record I did not know Mr. Clemons prior to the trial and only became acquainted with him some time after the trial when he visited the church that I am a member of.

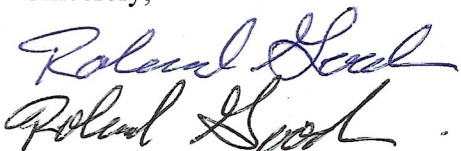
He asked me would I be willing to write a statement as to how I thought the case was going (as a juror). This is my statement how I remembered it. First of all, the jury did not deliberated in this case, as we were dismissed by the Judge before the trial ended.

During the trial it became apparent that the case hinged on whether or not Mr. Clemons signed some type of (weaver) form from State Farm Life Insurance. How I understood it, if he signed the form, somehow, State Farm would not have owned him anything, however, if he did not signed the form, then State Farm would have owned him a sum of money. Ms. Pinnell stated that Mr. Clemons signed the form. Mr. Clemons stated that he did not signed the form.

During the trial, it was established that Mr. Clemons' wife regularly signed Mr. Clemons name on other documents from State Farm. Mr. Clemons argued that the form in question, had his name on it, but it was not his signature, meaning that he did not physically signed that form. He further argued that the signature was in his wife's hand writing, but she did not physically signed that form either. He argued that the signature on that particular form was somehow cut and paste from another document that his wife (not him) signed his name to. State Farm could not produce the original document, they could only produce a copy of the document.

From the evidence that was presented before me during the trial, I do not think that Ms. Pinnell proved that Joe Clemons physically signed that particular form. Had we deliberated, I think I would had side with Mr. Clemons in this case.

Sincerely,



Roland Goodman

901-270-9924



Zamir Garcia

Notary Public expires 08/09/2026

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

Feb 13 2023

SC Court of Appeals

APPEAL FROM BERELEY COUNTY
Court of Common Pleas

Jennifer McCoy, Circuit Court Judge

Case No. 2021-001183

Joe Clemons,

Appellant,

v.

Peggy H. Pinnell Agency, Inc., Peggy H. Pinnell Insurance Agency, Inc.,
State Farm Life Insurance Company,
(jointly and severally liable),

Respondents.

CERTIFICATE OF COUNSEL

I, the undersigned, certify that this Final Brief complies with Rule 211(b), SCACR.

s/Joe Clemons

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