

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Case No: 2012-212896

Charles Taylor,

Appellant,

v.

Thomas Davis and
State Farm Mutual Automobile Insurance Company, Respondents,

APPELLANT'S RESPONSE TO:

- (1). Respondent State Farm Mutual Automobile Insurance Company's Reply to Appellant's Motion to Strike Background Section in Lower Court Order &;
- (2). State Farm's Motion to Strike the Record on Appeal & Motion to Dismiss Appeal.

RECEIVED
MAY 07 2013

Appellant respond here to simply clarify as to respondent State Farm's apparent misunderstandings

1st as to: appellant's motion to strike background section in lower court order appealed from.

The clarifications are as follows: (Responding to State Farm's reply dated May 1, 2013):

(1). Respondent State Farm says on its p.1: That Appellant's Appeal is based on the entire order; **Appellant Replies: That's not true; his appeal is based on nothing in the BACKGROUND section of the order, rather, only upon items in the "DISCUSSION" section of the order; (see exhibit #1 attached);**

(2). Respondent State Farm says on its p.1: That Appellant's motion lacks merit first, because it would be obviously improper for the Appeals Court to grant Appellant's motion to strike language from an order upon which Appellant's appeal is based; **Appellant Replies: Not so, based on the reasons in Appellant's motion for the requested strike. How could that be "obviously improper" according to State Farm? Also-again-as already stated in #1 above, Appellant's appeal are not based on anything in the requested strike "BACKGROUND" section of the order, but rather, based only upon items in the "DISCUSSION" section of the order; (see exhibit #1 attached-BACKGROUND & DISCUSSION sections to verify);**

(3). Respondent State Farm says on its p.1: That Appellant wishes to selectively include a portion of the lower court's order while excluding another portion which Appellant deems is prejudicial to his appeal; **Appellant Replies: See his motion for the reasons why;**

(4). Respondent State Farm says on its p.2: That Appellant should not be allowed to pick & choose what portions of the lower court order shall be considered by the Appeals Court; **Appellant Replies: First, (again), see the motion for the reasons why; and second; nothing in the requested strike BACKGROUND section is relevant to the questions on appeal; (see exhibit #1 and #2 attached); and**

third; State Farm want such section to remain, notwithstanding Appellant's reasons in his motion to strike, but so that they can reference and based their defense and final brief on such improperly in violation per #9&10 below-(see State Farm initial brief on file 3-15) & Remember--that such is not relevant to the narrow question on appeal (see ex. #2 attach);

(5). Respondent State Farm says on its p.2: That the "background" section of the lower court's order included matters which were before the court at the time of the 5/7/12 hearing-from which this appeal arose; **Appellant Replies: That's not true-simply see the (1st paragraph in exhibit #1 attached), and/or see Appellant's motion to strike with attachment dated April 23, 2013;**

(6). Respondent State Farm says on its p.2: Basically that it was Judge Lee who drafted the Order & the fact that she drafted it from their memo containing the false information they supplied, is not improper or their fault; **Appellant Replies: That he seeks not to lay blame, but simply to have the subject "BACKGROUND" section of the order stricken for the reasons stated in Appellant's motion to strike filed April 23, 2013;**

(7). Respondent State Farm says further on its p.2: Basically that if the "BACKGROUND" section of the Order is not included, the Appeals Court can't understand enough to answer the questions per Appellant's appeal; **Appellant Replies: That simply is a red herring and the proof is in, (exhibit #2 attached); Again, State Farm want such "BACKGROUND" section to remain per Appellant response in #4 above & #8 beow--[with emphasis]!!;**

(8). Respondent State Farm concludes on its p.2: Basically that all issues in the subject Order (notwithstanding the reason in Appellant motion to strike the "BACKGROUND" section) must

be considered by this court; **Appellant Replies: Simply put--Respondent State Farm, from beginning in its brief, (see it on file), want to re-litigate the whole 6 years case over again, notwithstanding Appellant's narrow question on appeal (see exhibit #2 attached) and they see the subject "BACKGROUND" section as the necessary gateway--the only way; to those ends, even though, again, such is not relevant to the appeal--specific question therein to be answered, again, (see exhibit #2 attached); Does that require the subject "background" section of exhibit #1 to understand the issues on appeal per exhibit #2 as alleged by SF ?;**

Accordingly, Appellant's April 23, 2013 motion to strike the subject "BACKGROUND" section should be granted for the reasons stated therein and herein.

NOW APPELLANT RESPOND HERE TO RESPONDENT STATE FARM'S MOTION TO STRIKE THE RECORD ON APPEAL AND MOTION TO DISMISS

(9).To make a long story short: Respondent State Farm want to include in the Record on Appeal, (or strike it if he can't), the same corresponding documents that mirror the same "background" Section in exhibit #1 attached, which would be stricken per Appellant's motion, for the same reasons stated in that motion; namely that; such---(not included in the subject Record)---were **NEVER!!**, matters before: (1).The Lower Court at Trial; or (2).In the Appeals Court at the 1st subsequent appeal; &/or (3).At issue in the subsequent 5/7/12 hearing; as stated in Appellant's Motion to Strike. **Why then did State Farm proposed such (useless to the question on appeal) matter for the Record on Appeal?** The simple answer of course is for the same reasons he want the subject "background" section to remain---for the reasons stated in Appellant's Reply in #4 & 8 above; **AND; to serve as an excuse to ask for dismissal--hence--their "motion to dismiss";**

(10).That per SCACR 209(b) *in part*; A party shall not include any matter in his designation which is not relevant to the appeal; & 210(c) *in part*; The Record shall not, however, include matter which was not presented to the lower court or tribunal; **both of which is quite clear;**

(11).**And note with emphasis, that Respondent State Farm, no where dispute #9 & 10 above; and thus essentially, their position is that, they simply want and need;**

(1). the subject background section to remain, notwithstanding Appellant's reasons to strike as stated in his motion, &

(2).the corresponding documents inserted in the ROA, notwithstanding #9 & 10 above;

That accordingly, per #9 & 10 above, Respondent State Farm's Motion to Strike the Record on Appeal because such was not & can not be included, should be summarily denied;

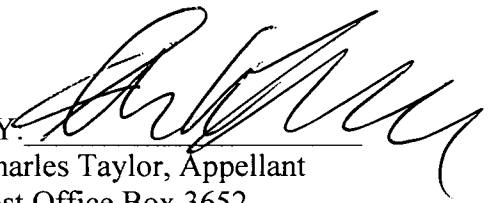
NOW AS TO RESPONDENT STATE FARM' MOTION TO DISMISS THE APPEAL

(12).Needless to say, in light of all the foregoing, Appellant **denies** that the Record on Appeal, **(to be filed by the time the final briefs are due under SCACR 211-by 5/15/13)**, are not in accordance with the applicable rules as alleged by Respondent State Farm in its "*motion to dismiss*"; to which Appellant debunked in the foregoing responses herein; & concludes with **(exhibit #3 attached)** to show Appellant's matter designation was properly filed listing his proposed items in the ROA & remaining items in ROA being those properly of the Respondents.

Accordingly, per all the foregoing, both Respondent State Farm motions should be denied.

Sumter, South Carolina

May 3, 2013

BY: 
Charles Taylor, Appellant
Post Office Box 3652
Sumter, South Carolina 29151
(803) 883-7005

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Appellate Case No: 2012-212896

Charles Taylor,

Appellant,

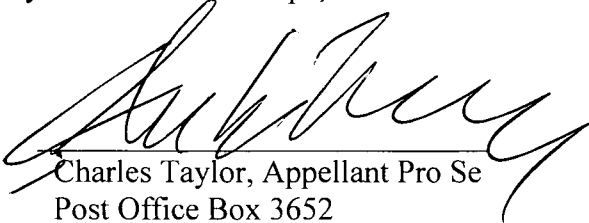
v.

Thomas Davis and
State Farm Mutual Automobile Insurance Company, Respondents,

PROOF OF SERVICE

I hereby certify that a copy of Appellant's Response to: Respondent State Farm's Reply to Appellant's Motion to Strike Background Section in Lower Court Order & State Farm's Motion to Strike the Record on Appeal & Motion to Dismiss Appeal; was served upon the Respondents Thomas Davis & State Farm Mutual Automobile Insurance Company to its counsel below, by depositing same in the U.S. Mail, from Sumter, SC. on the 3rd day of May, 2013, w/1st class duly affixed postage & a return address indicated clearly thereon the envelope, addressed as follows:

May 3, 2013



Charles Taylor, Appellant Pro Se
Post Office Box 3652
Sumter, SC 29151/(803) 883-7005

Mr. Thomas Davis, Respondent
PO Box 773
Manning, S.C. 29105

State Farm Mutual Automobile
Insurance Company/Respondent
Mr. James B. Lybrand, Jr., Esq.
PO Box 58 / Columbia, S.C. 29202

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Charles Taylor,)
)
Plaintiff,)
)
v.)
)
Thomas Davis,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

C/A No.: 2007-CP-40-8423

ORDER

RICHLAND COUNTY
FILED
2012 JUL 17 PM 2:20
JEANETTE W. McBRIDE
C.C.P. & G.S.

This matter is before the Court on Plaintiff Charles Taylor’s “Motion for Ruling as to the Legality of State Farm Requiring Consent to Settlement” and “Motion to Enter Consent Judgment that Dismissed Appeal.” A hearing was held on May 7, 2012, at which time the Court heard arguments from James Lybrand, counsel for State Farm Insurance Company and Plaintiff Charles Taylor, who appeared *pro se*.

BACKGROUND

On September 7, 2007, Plaintiff Charles Taylor (“Taylor”) was involved in an automobile accident with a vehicle owned by Budget Rental Company (“Budget”) and driven by Defendant Thomas Davis (“Davis”). According to the allegations in the Complaint, Plaintiff suffered severe and permanent injuries and incurred various expenses as a result of those injuries. Davis had rented the vehicle from Budget which provided minimum limits liability coverage. On December 14, 2007, Taylor brought suit against Budget and Davis. Budget was later dismissed as an improperly named Defendant. Budget hired Matthew Tyler, Esquire to defend Davis. Davis’ personal insurance carrier, Peake Property and Casualty, hired Robert Brown, Esquire of Columbia as its defense counsel since Peake had potential excess liability coverage. State Farm, Taylor’s personal insurance carrier, had underinsured motorist coverage (UIM) which would be triggered if and when Taylor’s claims exhausted all available liability coverage.

On April 16, 2008, Plaintiff filed an Offer of Judgment that had been presented to Defendant and his counsel for their review and consideration. This Offer of Judgment, which

Handwritten initials

EXHIBIT #1
P.2

was signed by the Defendant, contained a judgment about of one thousand five hundred dollars (\$1,500.00) in consideration and exchange for Plaintiff dismissing his claim against Defendant.

State Farm was made aware of Taylor's lawsuit in the summer of 2008. Taylor was advised that State Farm could not formally appear and participate in the case unless and until Taylor served State Farm with pleadings through the South Carolina Department of Insurance in accordance with S.C. Code Ann. § 38-77-160. Service on State Farm pursuant to S.C. Code Ann. § 38-77-160 did not occur until October 13, 2009.

On November 19, 2008, Budget agreed to pay Taylor \$25,000, Budget's available liability limits, in exchange for Taylor signing a Covenant Not to Execute which would purportedly protect Davis from any further personal exposure for damages yet allow Taylor to proceed with his claim against other applicable coverage. After this agreement, attorneys Matt Tyler and Robert Brown filed motions to be relieved as counsel for Davis. Following hearings on the motions, Orders relieving Tyler and Brown from further representation were issued on March 13, 2009. As a consequence, this suit remained active on the court docket although no defense attorney of record was involved in the case.

On June 19, 2009, Taylor obtained an uncontested judgment against Davis in the amount of \$1,500,000. The basis for the judgment was an Offer of Judgment which Davis purportedly accepted in writing in April or May of 2008, a time during which Davis is believed to have been represented by Attorney Matthew Tyler. State Farm was never a party to any discussions or settlement negotiations which occurred between Taylor and Davis.

Taylor served State Farm with copies of the pleadings in October 2009. A timely Answer was filed on behalf of State Farm in accordance with Section 38-77-160. A Motion to Set Aside the Judgment was filed by State Farm and, after a hearing on the motion, this Court set aside the \$1,500,000 judgment by Order on January 20, 2010 so as to allow State Farm to defend the case on the merits. Between 2009 and April 2011, State Farm paid Taylor \$25,000 in UIM benefits. Taylor contended that these payments were an "advance" of his UIM benefits and was not a full and final settlement.

On May 16, 2011, a jury trial was commenced in Richland County with Taylor representing himself. Taylor testified but did not call any other witnesses. Davis has never appeared in court. On May 17, 2011, the jury returned a verdict in favor of Taylor in the amount

and
#2

EXHIBIT #1

P.3

of \$615. All of Taylor's post-trial motions were denied by the Court. Since Taylor had previously been paid \$25,000 by Budget on behalf of Davis, State Farm received credit for this payment and no UIM money was owed Taylor.

Taylor then filed a Notice of Intent to Appeal the verdict with the South Carolina Court of Appeals on June 23, 2011. While the appeal was pending, communications took place between Taylor and Davis directly. Taylor and Davis advised the South Carolina Court of Appeals that the case had been settled on appeal; consequently, the appeal was dismissed on June 28, 2011. Following the Court of Appeals' dismissal, Taylor filed a "Post Trial Voluntary Agreement to Augment Award Judgment" on June 30, 2011 and a "Motion for Consent Order Judgment" on July 7, 2011. In the "Post Trial Voluntary Mutual Agreement to Augment Award Judgment," Taylor agreed to "give up his legal right to any further post trial legal actions against Davis...in exchange for defendant Davis agreeing to voluntarily augment up [sic] the award (\$615) judgment." Taylor thereafter filed his "Motion for Ruling as to the Legality of State Farm Requiring Consent to Settlement" and "Motion to Enter Consent Judgment that Dismissed Appeal."

Plaintiff is seeking to have the Court determine that State Farm is liable for the Consent Judgment dated June 10, 2011 between Plaintiff and Mr. Davis in the amount of \$1,735,000.00. On June 11, 2012, after the hearing on the pending motion, the Court received a letter from Mr. Davis' former counsel, Matthew Tyler, informing the Court that Plaintiff contacted Budget seeking money beyond what was paid under the 2008 Covenant between the parties.

DISCUSSION

The statutory purpose of underinsured motorist coverage is "to provide coverage in the event that damages are sustained in excess of the liability limits carried by an at-fault insured or underinsured motorist." S.C. Code Ann. § 38-77-160. This section provides that the UIM carrier has the right to appear and defend in the name of the underinsured motorist in any action which may affect its liability. "In the event the automobile insurance insurer for the putative at-fault insured chooses to settle in part the claims against its insured by payment of its applicable liability limits on behalf of its insured, the underinsured motorist insurer may assume control of the defense of action for its own benefit." *Id.* The intent of Section 38-77-160 is to protect an insurance carrier's right to contest its liability for underinsured benefits. Williams v. Selective

ad
#3

EXHIBIT #1
P.4

Ins. Co., 315 S.C. 532, 446 S.E.2d 402 (1994). In the event the insured [Taylor] chooses to settle with the at-fault party's liability carrier [Budget], the underinsured carrier [State Farm] has the option to assume control of the defense of the action as provided in Section 38-77-160. Id. No attorney-client relationship exists between a UIM carrier's attorney and a named defendant. Crawford v. Henderson, 356 S.C. 389, 589 S.E.2d 204 (Ct. App. 2003). "Although the UIM carrier [State Farm] 'steps into the shoes' of the underinsured motorist [Davis], it has rights separate and distinct to those of the underinsured motorist." Id. "Underinsured motorist coverage is optional coverage provided by an insurance carrier to its insured [Taylor] in the event damages are sustained by the insured in excess of the at fault driver's liability coverage, recovery therefrom being additional to any recovery from the at fault motorist, total recovery not to exceed the damages sustained." Garris v. Cincinnati Ins. Co., 280 S.C. 149, 311 S.E.2d 723 (1984).

State Farm was not the insurer for the at-fault party [Davis] and never purported to represent him in this action. State Farm's only involvement was defending this action under the statutory rights granted UIM carriers in Section 38-77-160. Once Taylor agreed to settle with Davis, State Farm had the right to assume defense of the action for its own benefit. State Farm's obligations in this matter were exhausted when a jury found that the Defendant was liable for \$615, less than the settlement paid by Budget to the Plaintiff. Because the damages in this case were found by a jury to be \$615, Plaintiff's recovery from State Farm cannot exceed that amount. State Farm, as the Taylor's UIM carrier, therefore has no other financial duty to the Taylor in this matter. State Farm never represented Thomas Davis and therefore cannot be liable for judgments entered against Mr. Davis or for any consent judgments signed by Mr. Davis.

Re: The highlighted items
appealed in "DISCUSSION"
not "BACKGROUND" section
of the order!

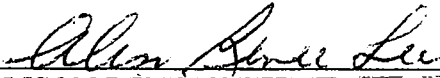
SEE EXHIBIT
#2

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#4

ORDER

For the aforementioned reasons, Plaintiff's request for State Farm to participate in the settlement between Plaintiff and Defendant is DENIED. Pursuant to the agreement between Plaintiff and Defendant, judgment will be entered against the Defendant personally in the amount of \$1,735,000.00.

AND IT IS SO ORDERED.


ALISON RENEE LEE
Fifth Judicial Circuit

Columbia, South Carolina
July 17, 2012

af
8/5

APPELLANT'S STATEMENT OF ISSUES ON APPEAL

THAT ONCE A NOTICE OF APPEAL WAS FILED 6/8/11, DID THE LOWER COURT HAVE JURISDICTION-AUTHORITY (SCACR 205) &/or ERRED; As Detailed Specifically In (B-1 thru b-5) on p.4 following?

STATEMENT OF THE CASE

(In a Nutshell); That on 12/14/07, Charles Taylor-Appellant, brought a \$10ML action, (later amended up to \$40ML), for gross negligence against Thomas Davis-Respondent, for damages he cause in a truck accident on 9/7/07. Taylor suffered severe personal injuries, including but not limited to, lifetime disabling re-injured spinal cord surgery w/more needed; sample-(R.p.15-16), among others, w/medical bills @ \$50,000.00 to \$60,000.00 & up to \$125,000.00, past \$135,000.00 & continues & property damages of \$110,000.00 due to load of business materials just picked up in brand new automobile---all destroyed in accident-(admitted)-(R.p.4); All resulting from being rear ended/ sandwiched-into another car--the brown family--by a rental truck driven by underinsured at fault driver-Davis, (R.p.4); which Truck Co. paid their limits \$25T to Taylor; who then turned to his under insurer-State Farm; who paid Taylor \$25T of \$100T contract coverage & later renege on the other \$75T; forcing a trial & risking a potential ultimate judgment for up to the \$40ML; which Davis had no indemnification, per State Farm, that he'd have to pay himself beyond \$75T.

That on 5/17/11, the Taylor v. Davis case was tried with; Taylor's own contract-non-party under insurer-State Farm atty. defended Davis (R.p.21,22,10,18) who could not attend. A jury found for Taylor, awarding him \$615 in damages; wherein no one ever took the stand to even attempt to refute dispute Taylor losses, as such was so thoroughly & without question documented. On 6/8/11 Taylor filed an appeal, on among other appealable grounds, that a juror acquaintance with the defense wasn't reveal, (R.p.17), until later after trial per the \$615 for all damages above.

RELEVANT FACTS

With appeal pending, the parties reached & filed a settlement agreement for \$1,735,000.00 of the \$40,000,000.00 that was being sought; in exchange to dismiss the appeal & no further litigation against (Davis). That pursuant to the agreement-(R.p.2-4); the Appeals Court dismissed the appeal by its order of 6/27/11 and thus closed the case-(R.p.2); remitting same to the Clerk of Court for Richland County. That Taylor later on 8/18/11 filed a motion--(R.p.12)--to the Lower Court asking administratively per, (SCRCP 58b, the Appeals Court Order, & the agreement), to enter the final \$1,735,000.00 judgment-(R.p.13).

The Lower Court entered final judgment pursuant to the agreement which, among other things, vacated-(R.p.4 L.4d) the initial erroneous \$615 damages award, replacing it retroactively with the final \$1,735,000.00 (R.p.4 L.4d) total damages to appellant in its 7/17/12 order--(R.p.9 L.4); & the lower Court then went beyond-to rule as follows on p.4 below-reason for this appeal.

ARGUMENT

(Discussion and Citation of Authority)

APPELLANT ARGUES: THAT ONCE NOTICE OF APPEAL WAS FILED 6/8/11,
(R.p.11) THE LOWER COURT HAD NO JURISDICTION-AUTHORITY (SCACR 205)

&/or ERRED; (As Detailed Per B-1 thru B-5 Below):

(A-1). **[Except of course to enter the final \$1,735,000.00 judgment--(R.p.9 L.4 & p.4 L.4d)**
per Appeals Court Agreement Order of 6/27/11 (R.p.2-4); & per appellant motion
Request 8/18/11 (R.p.12) to enter same per SCRCP 58-b (R.p.13)]; Otherwise erred;

(B-1). **To rule, without motion, (SCRCP 7-b), for non-party State Farm (R.p.18)—in the closed**
Appeals Court Case (R.p.2)
b-2. That state farm had no other financial duty to appellant in the matter; (R.p.8 L.20);
(& R.p.21,22,10);
b-3. That state farm obligations in the matter were exhausted w/initial \$615; (R.p.8 L.17);
(& paragraph below & R.p.21,22,10);
b-4. That state farm not required to participate in the \$1,735,000.00 judgment; (R. p. 9);
(& R.p.21,22,10);
b-5. That state farm attorney did not represent defendant Davis; (R.p.8 L.21-22 & 13-14)
(& R.p.21,22,10);

Further

& Another Main Point: Note with great emphasis that the initial \$615 award was vacated and
replaced w/the \$1,735,000.00 (R.p.9L4 & p.4Ld) & thus the b-3 ruling above should especially,
specifically & accordingly be [reversed] as prima facie contradictory err; [IN THAT] the initial
award for all purposes was legally \$1,735,000.00—not the \$615--thus State Farm obligations
per b-3 above, exhausts accordingly--(EMPHASIS!!)--to this most salient err by the Lower
Court; even if it had Jurisdiction--Authority, to rule in the case and on the subject matter;

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Case No: 2012-212896

MAR 26 2013

EXHIBIT #3
P.1

Charles Taylor,.....Appellant,

v.

Thomas Davis and
State Farm Mutual Automobile Insurance Company.....Respondents,

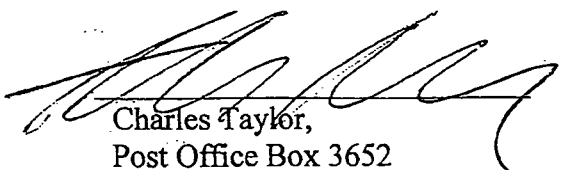
DESIGNATION OF MATTER
TO BE INCLUDED IN THE RECORD ON APPEAL

Appellant proposes the following be included in the Record on Appeal:

- 1. Order of June 27, 2011 / of S.C. Court of Appeals
- 2. Order of June 17, 2012 / of S.C. District Court
- 3. Notice of Appeal of 6/8/2011 / in S.C. Court of Appeals
- 4. Motion To Enter Judgment of 8/15/2011 / in S.C. District Court
- 5. Motion Hearing Brief of 4/19/2012 / in S.C. District Court
- 6. (strike)
- 7. Replace w/hearing transc/excerpts of 5/7/12 hearing--which ruling gave rise to subject appeal.
- 8. (strike)

I certify that this designation contains no matter which is irrelevant to this appeal

March 22, 2013


 Charles Taylor,
 Post Office Box 3652
 Sumter, South Carolina 29151-3652
 (803) 883-7005
 Appellant Pro-Se

The above due to StateFarm
added as a
Defendant-Respondent only
in the Court's 2/15/13 Order.

REFERENCED
NEXT PAGE OVER!

#3

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

EXHIBIT #3
P.2

Appellate Case No: 2012-212896

Charles Taylor,

Appellant,

v.

Thomas Davis and

State Farm Mutual Automobile Insurance Company, Respondents,


CERTIFICATE OF SERVICE

I hereby certify that a copy of Appellant's Designation of Matter to Be Included in the Record on Appeal, was served upon Respondent Thomas Davis & Respondent State Farm Mutual Automobile Insurance Company to its counsel listed below, by depositing same in the U.S. Mail, from Sumter, South Carolina, on the 22nd day of March, 2013, with 1st class duly affixed postage & a return address indicated clearly thereon the envelope; addressed as follows:

Mr. Thomas Davis
PO Box 773
Manning, S.C. 29105
Respondent

Mr. James B. Lybrand, Jr., Esq.
For State Farm Mutual
Automobile Insurance Company
PO Box 58
Columbia, S.C. 29202

Sumter, South Carolina

BY: 
Charles Taylor, Appellant Pro Se
Post Office Box 3652
Sumter, South Carolina 29151-3652
(803) 883-7005

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

Charles Taylor,)
)
Plaintiff,)
)
vs.)
)
Thomas Davis,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2007-CP-40-8423

EXHIBIT #3
P.3

RESPONSES TO PLAINTIFF'S
REQUESTS FOR ADMISSIONS
DIRECTED TO STATE FARM

As to State Farm originally & through
out; claiming they can't be a named party
defendant in this case; up until being
added in Appeals Court Order of
2/15/13 as case is presently captioned.

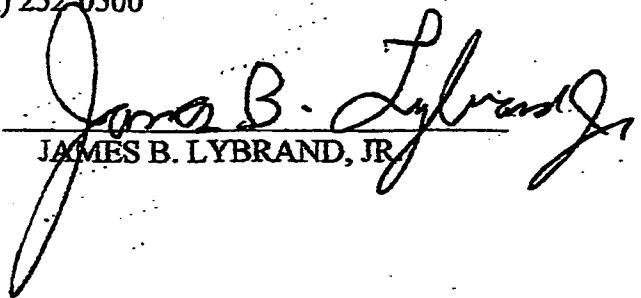
TO: CHARLES TAYLOR, PLAINTIFF:

Pursuant to Rule 26(b) and Rule 36 SCRPC, the following responses are hereby submitted
to Plaintiff:

The undersigned objects to Request for Admissions directed to State Farm which is not a
party-defendant to this action. Pursuant to Rule 36 SCRPC request for admissions may only be
directed to a "party" to a civil action. State Farm is not a named party and therefore would not be
required to respond to Plaintiff's Request for Admission. Accordingly, objection is made to Request
for Admissions 1 through 7 as directed to State Farm.

As to State Farm originally & through
out; claiming they can't be a named party
defendant in this case; up until being
added in Appeals Court Order of
2/15/13 as case is presently captioned.

McDONALD, McKENZIE, RUBIN,
MILLER AND LYBRAND, L.L.P.
POST OFFICE BOX 58
1704 MAIN STREET, 2ND FLOOR
COLUMBIA, SOUTH CAROLINA 29202
(803) 252-0500

BY: 
JAMES B. LYBRAND, JR.

Columbia, South Carolina
November 10, 2010

May 3, 2013

The Honorable
Jenny Abbott Kitchings
Clerk Of: The South Carolina
Court of Appeals
1015 Sumter Street
Columbia, S. C. 29201

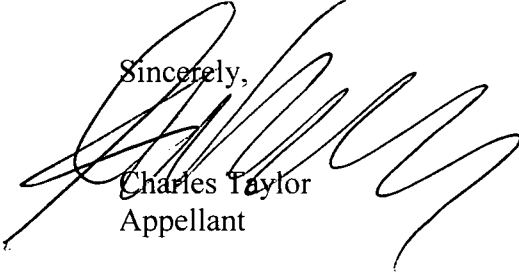
Charles Taylor
P O Box 3652
Sumter, S. C. 29151

REF: Charles Taylor, Appellant
v. Thomas Davis and State Farm
Mutual Automobile Insurance
Company, Respondents;
Appellate Case No: 2012-212896

Dear Mrs. Kitchings:

Please find enclosed for filing, **Appellants Response to: Respondent State Farm's Reply to Appellant's Motion to Strike Background Section in Lower Court Order & State Farm's Motion to Strike the (coming by 5/15/13 Record on Appeal per the Court's 2/15/13 last Order & in accordance with SCACR 211) and State Farm's Motion to Dismiss Appeal---all filed May 1, 2013 by Respondent State Farm.** Please clock and return the extra copy to me in the SASE. With a copy w/this letter, I'm serving the respondents shown below with same. Thank you very much!!

Sincerely,


Charles Taylor
Appellant

Cc:

Respondent
Thomas Davis

Respondent, State Farm Mutual
Automobile Insurance Company
c/o: James B. Lybrand, Jr., Esq.

RECEIVED

MAY 07 2013

SC Court of Appeals