

**THE STATE OF SOUTH CAROLINA**

**In The Court Of Appeals**

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

—————  
Appellant Case No: 2012-212896  
—————

**RECEIVED**  
MAY 08 2013  
SC Court of Appeals

Charles Taylor,

Appellant,

v.

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

—————  
RECORD ON APPEAL  
—————

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

Thomas Davis  
P O Box 773  
Manning SC 29105  
Respondent

James B. Lybrand, Jr., Esq.  
P O Box 58  
Columbia SC 29202  
(803) 252-0500  
State Farm/Respondent

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# The South Carolina Court of Appeals

Charles Taylor,

Appellant,

v.

Thomas Davis,

Respondent.

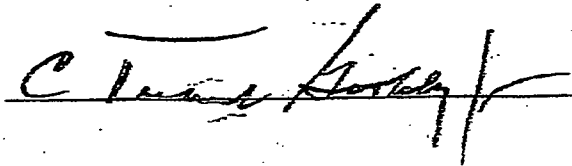
The Honorable Alison Renee Lee  
Richland County  
Trial Court Case No. 2007-CP-40-08423

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ORDER

Pursuant to Rule 260(b), SCACR, the parties have filed an agreement to dismiss this appeal. It is therefore ordered that this appeal is dismissed and the case is remitted to the Clerk of Court for Richland County.

IT IS SO ORDERED.



Columbia, South Carolina

---

Original to: The Honorable Jeanette W. McBride

cc: Charles Taylor  
James B. Lybrand, Jr, Esquire



RECEIVED  
JUN 15 2011  
COURT OF APPEALS

**THE STATE OF SOUTH CAROLINA**

**In The Court Of Appeals**

**APPEAL FROM RICHLAND COUNTY**

**Court of Common Pleas**

**Alison R. Lee, Circuit Court Judge**

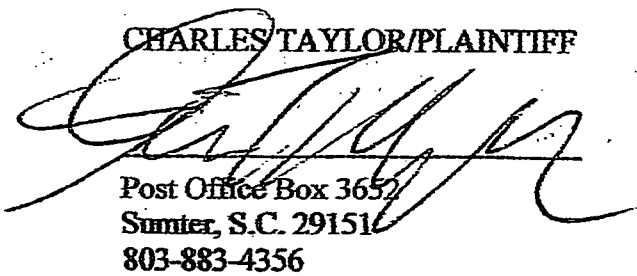
Case No: 2007-CP-40-8423

Thomas Davis.....Respondent,  
v.  
Charles Taylor.....Appellant,

**AGREEMENT TO DISMISS APPEAL**

That based on defendant's affidavit agreement attached to dismiss the appeal, plaintiff hereby accept that agreement and accordingly move to dismiss this appeal and have the case return to the original court for entry of a consent order judgment in accordance with the dismissal agreement between the parties.

**CHARLES TAYLOR/PLAINTIFF**



Post Office Box 3652  
Sumter, S.C. 29151  
803-883-4356

Sumter, South Carolina

June 12, 2011

UPPER RIVER

JUN 15 2011

Court of Appeals

CASE NUMBER: 2007-CP-400-8423 TAYLOR v. DAVIS  
RE: TO DISMISS APPEAL/AFFIDAVIT OF DEFENDANT DAVIS

(1). That my name is Thomas Davis, the defendant in this case and looking out for my own best interest, I have authorized no one else to represent, act or speak for me but me;

(2). That to bring some finality to this case after litigation since 2007 and now a pending appeal, and not being able to know for certain what will be that outcome, and whether or not I will be put at risk again thereafter, for up to the maximum amount of damages as amended, demanded by plaintiff, I believe the latest up to \$40,000,000.00 for all of his losses, including lifetime disability, all of which are well documented throughout this case and regrettably I caused.

(3). That because I have no protection against such damages, as the covenant that was in place to do that are now null and void, due to that agreement having been violated by insurer's attorney, who then said that they would not pay such damages above if such were to occur;

(4). Therefore, to protect myself, I am here offering the following as an inducement to the plaintiff to dismiss his appeal and no further litigation;

a. Voluntary agree to medical bills of \$125,000.00;

b. Property damages of \$110,000.00 plus;

c. Re-enter same amount as accepted judgment entered by Judge Childs on June 18, 2009 for all other damages, including lifetime disability, \$1,500,000.00 and;

d. Vacate any existing judgment(s) for this new total \$1,735,000.00 consent judgment;

(5). This is only a fraction of the total amount demanded in #2 above for all the damages caused and this case could have and should have been resolved by the insurer a long time ago for a much-much smaller-token-sum to avoid putting me in this situation but they've refused;

(6). That if accepted by plaintiff, this agreement supersedes all else in this case and shall end the appeal and all litigation thereafter, as my best guarantee protection against any potentiality of a mega judgment for such damages as in #2 above, if plaintiff were successful in his appeal and thereafter. Plaintiff has five days to accept this offer-agreement and move to dismiss the appeal and provide me proof of such or counter.

Sworn to before me this 10 day  
of \_\_\_\_\_ 2011

Notary Public for SC

My Commission Expires: 09/11/2018

THOMAS DAVIS

cc:

James B. Lybrand, Jr.

Post Office Box 58

Columbia, South Carolina 29202

Attorney

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS  
) FIFTH JUDICIAL CIRCUIT

Charles Taylor,

Plaintiff,

v.

Thomas Davis,

Defendant.

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*

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

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

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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.


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#4

roa-p.8

**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

**NO ONE EVER**  
**APPEAL THE ABOVE**  
**Final JUDGMENT Itself!**

See Next Page Also & Pages 2-4

ad  
#5

roa-p.9

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND  
IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2007CP4008423

Charles Taylor

Thomas Davis

PLAINTIFF(S)

State Farm

DEFENDANT(S)

Submitted by: \_\_\_\_\_

Attorney for :  Plaintiff  Defendant or  Self-Represented Litigant

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  
 Rule 43(k), SCRPC (Settled);  Other \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court.

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk : \_\_\_\_\_

**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order: \_\_\_\_\_

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest 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.

Circuit Court Judge \_\_\_\_\_ Judge Code \_\_\_\_\_

**For Clerk of Court Office Use Only**

This judgment was entered on 17th day of July, 2012 and a copy mailed first class or placed \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ to attorneys of record or to parties (when appearing pro se)

**WHICH JUDGMENT  
COULD HAVE BEEN  
AVOIDED BY THEM!**

See roa p.19 & 20

Charles Taylor

James B. Lybrand Jr.

Thomas Davis

Charles Taylor

Thomas Davis

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Clerk of Court, Jeanette McBride

*Jeanette W McBride*  
Clerk of Court, Jeanette McBride

roa-p.10

FILED  
RICHLAND COUNTY  
JUL 17 PM 1:34  
JEANETTE W. MCBRIDE  
CLERK OF COURT

**NOTICE OF APPEAL IN CIVIL CASE**

**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: 2007-CP-40-8423

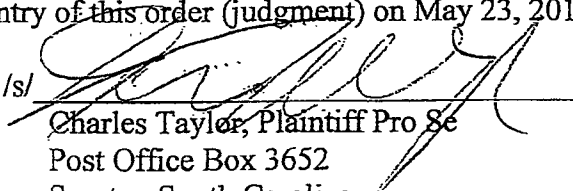
Thomas Davis,.....Respondent,  
v.  
Charles Taylor.....Appellant,

**NOTICE OF APPEAL**

Charles Taylor appeals the order (judgment) of the Honorable Alison R. Lee dated May 18, 2011. Appellant received written notice of the entry of this order (judgment) on May 23, 2011.

June 8, 2011

/s/

  
Charles Taylor, Plaintiff Pro Se  
Post Office Box 3652  
Sumter, South Carolina  
(803) 883-4356

Thomas Davis  
Defendant  
Post Office Box 33  
Gable, South Carolina 29501

Other Counsel of Record:  
James B. Lybrand, Jr.  
Post Office Box 58  
Columbia, South Carolina 29202 / (803) 252-0500  
Attorney for (UIMC) State Farm

**RECEIVED**

JUN 10 2011

**CC Court of Appeals**

roa-p.11

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS )

COUNTY OF RICHLAND )

FIFTH JUDICIAL CIRCUIT )  
CASE NUMBER: 2007-CP-40-8423 )

Charles Taylor )

NOTICE OF MOTION AND MOTION TO )

Plaintiff, )

Enter consent judgment that dismissed appeal )

vs. )

Thomas Davis )

(post trial motion) )

Defendant, )

2011 AUG 18 AM 11:18  
JEANETTE M. MERRIDE  
C.C.P. & G.S.

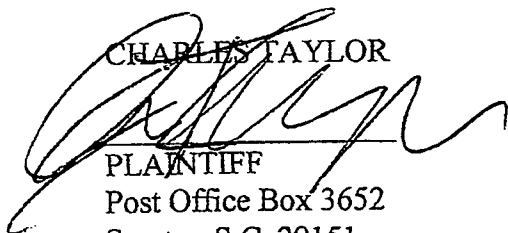
FILED

TO: ALL PARTIES:

PLEASE TAKE NOTICE!, that pursuant to any and all applicable scrcp, plaintiff will move before the Presiding Judge of the Fifth Judicial Circuit , Richland County Judicial Center, 1701 Main Street, Columbia, South Carolina, on the 10<sup>th</sup> day after service hereof or as soon thereafter as PLAINTIFF & DEFENDANT may be heard, to have entered a CONSENT JUDGMENT.

That this motions is based on the attached agreement between the parties, which dismissed plaintiff's post trial appeal by the South Carolina Court Of Appeals, returning case to this Court for entry of Judgment upon the appeal dismissal agreement.

CHARLES TAYLOR

  
PLAINTIFF  
Post Office Box 3652  
Sumter, S.C. 29151  
(803) 609-7990

Sumter, South Carolina

August 15, 2011

FOR THE REFERENCED  
ATTACHMENTS, SEE SAME AS  
roa-p.2-4 HEREIN

roa-p.12



§ 38-77-160

INSURANCE

the vehicle involved in the accident. If none of the insured's or named insured's vehicles is involved in the accident, coverage is available only to the extent of coverage on any one of the vehicles with the excess or underinsured coverage. Benefits paid pursuant to this section are not subject to subrogation and assignment.

No action may be brought under the underinsured motorist provision unless copies of the pleadings in the action establishing liability are served in the manner provided by law upon the insurer writing the underinsured motorist provision. The insurer has the right to appear and defend in the name of the underinsured motorist in any action which may affect its liability and has thirty days after service of process on it in which to appear. The evidence of service upon the insurer may not be made a part of the record. 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. No underinsured motorist policy may contain a clause requiring the insurer's consent to settlement with the at-fault party.

HISTORY: 1989 Act No. 148, § 21, eff July 1, 1989; 1994 Act No. 461, § 7, eff June 29, 1994.

Claimants were not entitled to UIM coverage at the time vested where on July 13, 1988, driver was struck and killed by a own liability coverage was below amount of damages arising from death and the amount of the UIM since at the time of this vesting was not effective and the state was "reduction" coverage state wherein benefits provided to an insured under his when the claimant's UIM coverage than the at-fault driver's liability coverage. *Farm Mut. Auto. Ins. Co. v. Horry*, SC 165, 403 SE2d 318.

An insured motorist was not entitled to an automobile insurance policy where the vehicle in which the insured's driver was killed was not an underinsured motorist as defined by statute and policy where the policy at issue was renewed on November 14, 1987. § 56-9-810 (a) prior to § 38-77-30) had become effective and this section defined underinsured motorist coverage for a vehicle pursuant to "reduction" coverage rather than "excess" coverage. *Purvis v.*

TUOMEY HEALTHCARE SYSTEM  
DAY SURGERY DISCHARGE INSTRUCTIONS

DAY SURGERY BUS. HRS.: MON - FRI 6:00AM - 8:00P  
PHONE: (803) 774 - 9290

Patient Name: \_\_\_\_\_ Acct #: \_\_\_\_\_

1. DIET

- \_\_\_\_\_ No hot food or liquids for \_\_\_\_\_ days or weeks.
- \_\_\_\_\_ Force liquids.
- \_\_\_\_\_ Restricted \_\_\_\_\_
- \_\_\_\_\_ Unrestricted (Routine as before surgery).
- \_\_\_\_\_ Liquids and light foods (Jell-O, soup, etc.) as tolerated, then progress to normal.
- \*\*\*ABSOLUTELY NO ALCOHOLIC BEVERAGES FOR THE NEXT 24 HOURS\*\*\*



TAYLOR, CHARLES E  
Acct: 127305 Unit: 3384  
BRINGS, HANS A  
SDC DOS: 10/29/07  
M B Age: 51 DOB: 10/08/55

2. ACTIVITY

- \_\_\_\_\_ CHILDREN SHOULD HAVE RESPONSIBLE ADULT WITH THEM AT ALL TIMES.
- \_\_\_\_\_ Go directly home from the hospital, stay inside, and limit your activities. Do not drive, shop, operate machinery for 24 hours.
- \_\_\_\_\_ Do not sign any legal documents for the next 24 hours or while taking pain medication.
- \_\_\_\_\_ Do not engage in sports, heavy lifting or work until your doctor gives you permission.
- \_\_\_\_\_ Dizziness is common when taking pain medication. Do not drive, be careful walking and climbing stairs, and of throw rugs.
- \_\_\_\_\_ May resume normal activities in \_\_\_\_\_ hrs., active range of motion to extremity to maintain tone and prevent clots.
- \_\_\_\_\_ No sex, no tampons, NOTHING IN VAGINA until your doctor says it's o.k.
- \_\_\_\_\_ You are on Bedrest with bathroom privileges only.
- \_\_\_\_\_ Turn, cough and deep breathing exercises should be done 3-4 times a day for the next 48-72 hours.
- \_\_\_\_\_ Proper use of alternative equipment (walker, crutches, post op shoe, sling, etc.)
- \_\_\_\_\_ No heavy lifting or strenuous activity for \_\_\_\_\_ days/weeks.

3. WOUND CARE

- \_\_\_\_\_ Sleep with head elevated
- \_\_\_\_\_ Keep ears dry.
- \_\_\_\_\_ Keep area dry and clean
- \_\_\_\_\_ Do not be alarmed if the \_\_\_\_\_
- \_\_\_\_\_ Change dressing as in \_\_\_\_\_
- \_\_\_\_\_ Do not change dressin \_\_\_\_\_
- \_\_\_\_\_ Wear bra for \_\_\_\_\_ days & night \_\_\_\_\_
- \_\_\_\_\_ Do not remove strips of tape on wound. Clean site daily \_\_\_\_\_
- \_\_\_\_\_ Remove dressing in \_\_\_\_\_ hours. Shower, wash with soap and water. Pat dry. Replace dressing \_\_\_\_\_
- \_\_\_\_\_ Keep affected limb elevated for \_\_\_\_\_ hrs.
- \_\_\_\_\_ Keep ice pack in place \_\_\_\_\_
- \_\_\_\_\_ You will have vaginal bleeding, not more than a period.
- \_\_\_\_\_ Urine may be bloody. \_\_\_\_\_ Strain urine.
- \_\_\_\_\_ Peri Care - Change pad at each bathroom visit, wipe front to back.

DAMAGES TRIAL  
EXHIBIT C  
page 7 of 25  
re: plaintiff injuries & lifetime disability  
from this accident!

is is expected.

Surgery cancelled  
Follow up w/  
Dr. Williams as  
scheduled on  
Monday.

4. MEDICATIONS

- \_\_\_\_\_ If you are given a prescription have it filled and take as prescribed.
- \_\_\_\_\_ Your last dose of pain medication was given at \_\_\_\_\_
- \_\_\_\_\_ Food/Drug Interaction sheet provided along with instructions \_\_\_\_\_

5. SYMPTOMS TO REPORT TO PHYSICIAN

- \_\_\_\_\_ Excessive bleeding.
- \_\_\_\_\_ Excessive pain.
- \_\_\_\_\_ Inability to void.
- \_\_\_\_\_ Infected (red or angry) wound or discharge with foul odor or unusual color (yellow, greenish, etc...).
- \_\_\_\_\_ Extremity becomes cold to touch, blue, or numb, calf pain. Excessive swelling of extremity.
- \_\_\_\_\_ Excessive nausea or vomiting.
- \_\_\_\_\_ Temperature above 101°F after first post-op night.
- \_\_\_\_\_ You may experience minor surgical and anesthesia related discomforts such as nausea, hoarseness, sore throat, cough, muscle aches, headache, low grade temp or drowsiness. These symptoms should improve after 24-48 hours.
- \_\_\_\_\_ Sudden change in vision.
- \_\_\_\_\_ Report signs of reaction (chills/fever, itching/rash, difficulty breathing).

Office No. \_\_\_\_\_

775 1520 Dr

Brings

6. FOLLOW UP APPOINTMENTS

- Dr. \_\_\_\_\_ Date/Time \_\_\_\_\_  Dr. will call you this pm with further instruction.
- Call Dr. office in am to make appt.
- Implant card given to patient.
- Home Med. Sheet given

SPECIAL INSTRUCTIONS: A copy of additional physician discharge instructions was provided to the patient:  Yes  N/A

I have received a copy of the post operative instructions and understand them. Relationship (if other than patient) \_\_\_\_\_

*Charles Taylor*  
SIGNATURE OF PATIENT

*Karell Swisher*  
SIGNATURE OF RESPONSIBLE PARTY

DISCHARGER  
PERSONAL PHYSICIAN OR GO TO THE NEAREST  
DATE TIME

SHOULD A PROBLEM ARISE NOT COVERED IN THE AP  
EMERGENCY ROOM. (PLEASE TAKE THESE INSTRUC  
31080 Rev. 10/12/06 WHITE - (

PATIENT COPY Page 1 (0

**Social Security Administration**  
**Retirement, Survivors, and Disability Insurance**  
Important Information

Office of Central  
Operations  
1500 Woodlawn Drive  
Baltimore, Maryland 21241-1500  
Date: November 13, 2008

DAMAGES TRIAL  
EXHIBIT C

page 2 of 25

re: plaintiff injuries & lifetime disability  
from this accident!

Charles E Taylor  
P O Box 3652  
Sumter, SC 29151-3652



We are writing to give you new information about the disability benefits which you receive on this Social Security record.

We are paying you beginning November 2008.

- You will receive \$667.00, which is the money you are due for December 2008.
- After that, you will receive \$1,065.00 each month.

**Do You Think We Are Wrong?**

You are entitled to benefits because of a decision made by the Administrative Law Judge.

If you disagree with this decision, you have the right to appeal. We will review your case and consider any new facts you have. A person who did not make the first decision will decide your case. We will correct any mistakes. We will review those parts of the decision, which you believe are wrong and will look at any new facts you have. We may also review those parts, which you believe are correct and may make them unfavorable or less favorable to you.

- You have 60 days to ask for an appeal.
- The 60 days start the day after you get this letter. We assume you got this letter 5 days after the date on it unless you show us that you did not get it within the 5-day period.
- You will have to have a good reason for waiting more than 60 days to ask for an appeal.
- You have to ask for an appeal in writing. We will ask you to sign a form SSA-561-U2, called "Request for Reconsideration". Contact one of our offices if you want help.

Personally appeared before me, having been duly sworn, Thomas Davis, deposes and says as follows:

{Affidavit of Thomas Davis} Defendant in C/A No: 2007-CP-400-8423 re: Defense Team at Trial on 5/17/11 Headed By State Farm Fire and Casualty Insurance Company

That as to the mystery of the low {\$615} awarded to plaintiff, Mr. Taylor, in the above case at the damages trial, for all the damages and losses he suffered, for which I am sorry that I caused in the accident of September 7, 2007, including, but not limited to, his lifetime disability, among others; {which damages trial I was unable to attend}, that;

I, Defendant Thomas Davis Further Says:

(1). That a neighbor was in Columbia at a gathering when someone there, when the subject drifted up about what juries can do, was telling others about how they had been on a jury in an accident case and held out to give a \*\*\* guy from Sumter only \$615 bucks who should have gotten millions from being messed up in a truck accident, because they had known the lawyer but kept it secret, because the lawyer had defended their daughter in such a case, which if they had lost, they would have had to pay a lot of money out of pocket themselves, and that this was their way of secretly doing a favor for the lawyer that had saved their bacon as it was said.

(2). That it became clear to me after a short while putting a few thoughts together, that the above was the case that person, (Juror), was talking about in Columbia, which explains the mystery of the only \$615 award for such injuries & losses, which I relayed to Mr. Taylor.

FURTHER MORE I SAY NOT.

Cc: State Farm Insurance Company  
Post Office Box 10003  
Duluth, Georgia 30096-9403

Mr. James B. Lybrand, Jr., Attorney  
Post Office Box 58  
Columbia, SC. 29202

Case: 2007-CP-400-8423  
Accident Date: September 7, 2007

Thomas Davis

*Thomas Davis*  
DEFENDANT

Sworn to before me this 11 day

Of June -2011

*Ray Brinson*  
Notary Public for S. Carolina

My Commission Expires: 2-16-16

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

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

Charles Taylor, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Thomas Davis, )  
 )  
Defendant. )  
 )  
\_\_\_\_\_ )

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.  
Also see add on (roa p. 10 top right)*

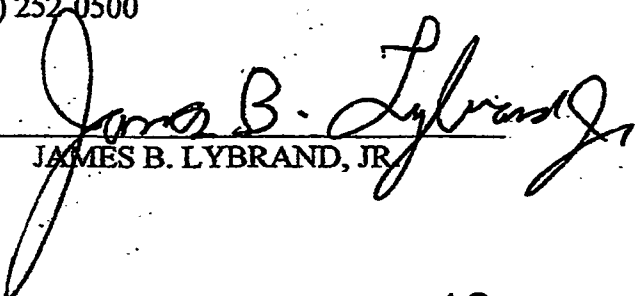
TO: CHARLES TAYLOR, PLAINTIFF:

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.  
Also see add on (roa p. 10 top right)*

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

BY:   
JAMES B. LYBRAND, JR.

Columbia, South Carolina  
November 10, 2010

roa--p.18

**CERTIFIED MAIL:**

**November 30, 2009**

TO: Mr. James Inman/Adjuster & Fax to: 1-888-870-0317  
State Farm Insurance Company  
Post Office Box 10003  
Duluth, Ga. 30096 & Fax to: Lybrand Atty. 18039293530

FROM: Thomas Davis  
Post Office Box 32  
Gable, Sc. 29105

Cc: Mr. Charles Taylor  
Post Office Box 3652  
Sumter, Sc. 29151

Dear Mr. Inman & State Farm: {WARNING} Case: 2007-CP-400-8423 Taylor versus Davis

I want to warn you that you will be held liable, pursuant to relevant law, to pay any ultimately final judgment entered in my name in this case, especially, if I am ultimately forced to accept such judgment, to protect my own best interest and to avoid risking my potential financial ruin, because you wouldn't settle, within policy limits with {your insured}, the plaintiff, Mr. Taylor, against me, as you should have done as required by his policy and for reasons under the law. I understand you only have a little bit of coverage anyway, so why not pay it to spare us all?

I demand you settle with your insured or give me written guarantee indemnification, that you will pay any ultimate judgment entered in my name against me in this case up to the Forty Million Dollars plaintiff is demanding in this suit. If you don't settle with him or give me such written guarantee, then I am here forbidding you from prosecuting this case further in my name, or {you are here on notice}, I will hold you liable, in accordance to relevant law, to pay {any} ultimate final judgment that end this case, {regardless}.

It's obvious by the amount of damages caused, especially lifetime disability and costs, among all other such related losses, that plaintiff is entitled to like compensation. So I don't understanding why you want to gamble in this case, this way, whereby only I could come out a disastrous looser if your gamble in the end ultimately goes bad. It's obvious this case will not end by plaintiff, I don't believe, unless and until he receives appropriate compensation to the damages he suffered. He has said he will appeal all the way to the highest court in the land if necessary. So I certainly understand and I am sure you feel the same way to, if your bosses let the truth be told, of course their aim is only to save money at others expense by not paying claims, we all knew that, because I hear this happening to people all the time and indeed one of my family members was the victim at one time. Thus you have been duly warned and if you still further gamble to proceed, I will consider that evidence of your agreeing to pay any final judgment ultimately entered in this case, regardless, unless you reply by certified mail to the contrary.

THOMAS DAVIS  
*Thomas Davis*  
DEFENDANT IN THIS CASE  
Sworn to before me this 30 day  
Of November 2009  
*W. J. JONES*  
Notary Public For S. Carolina  
My Commission Expires: 2013

TO: State Farm Insurance Company {June 3, 2011}  
Post Office Box 10003  
Duluth, Ga. 30096 & Fax To: 1-888-870-0317

FROM: Thomas Davis  
Post Office Box 773  
Manning, Sc. 29105

Cc: Mr. James B. Lybrand, Jr., Atty.  
Post Office Box 58  
Columbia, Sc. 29202 & Fax To: 1-803-929-3530

Cc: Mr. Charles Taylor  
Post Office Box 3652  
Sumter, Sc. 29151

Case: 2007-CP-400-8423 Taylor{v}Davis / Ref. Warning of Settlement Unless You...

Dear State Farm & James Lybrand Attorney:

{Certified To All Parties}

Unless you settle this case in my name with plaintiff, I'm sending you this to give you notice and warning of my impending settlement-agreement-attached; the lowest plaintiff indicated he would accept to end his appeal in this case against me, \$1,735,000.00 of the \$40,000,000.00 demanded in his suit, to which I have no written indemnification guarantee from State Farm, or otherwise, in a worst case scenario, in this case now on appeal going forward.

So I'm no longer going to risk up to a \$40 Million Dollar judgment or whatever amount thereof against me, in my name, that might ultimately come about on or after appeal, just to satisfy State Farm, who could and should have settle this case within plaintiff's policy limits & refused to do so at their own peril. You get one last chance here.

You have 7 days to act and respond (to all parties AND the South Carolina Court of Appeals where the subject appeal is pending) or I will settle this case once and for all against me, with the proposed agreement attached, because you have forced me into this awful position, between a rock and a hard place, leaving me no other choice, as I wish not to risk a worst case scenario, of up to \$40 Million Dollars or whatever in between that might happen, with no written guarantee protection from anyone.

Remember I sent you a {WARNING} letter dated November 30, 2009, copy attach.

Sworn to before me this 3rd day  
Of June 2011  
Ronald J. Wells  
Notary Public For S. C.  
My Commission Expires 2017

THOMAS DAVIS  
Thomas Davis  
DEFENDANT IN THIS CASE

State of South Carolina  
County of Richland

Court of Common Pleas  
2007-CP-40-08423

Charles Taylor

-VS-

Re: State Farm hiring its  
present atty Lybrand to  
Represent Defendant Davis  
1st/originally--see below!

TRANSCRIPT OF RECORD

May 7, 2012  
Columbia, South Carolina

B E F O R E:

The Honorable Alison R. Lee, Judge.

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

Charles Taylor, Pro Se Plaintiff

**So the claim (now) by State  
Farm that its Attorney did  
not represent Defendant  
Davis, as shown, is patently**

James B. Lybrand, Jr., Esquire  
Attorney for the Defendants

**...AND THE SAME  
ON THE NEXT  
PAGE!**

**FALSE ON ITS FACE!  
A naked ploy designed to  
evade Any liability for the  
final judgment it caused on  
roa p.9-10**

Daphne D. Helms  
Circuit Court Reporter

**roa--p.21**

1       ~~The Court:~~ The next matter I have is Charles Taylor  
2 versus Budget Truck Rental, 2007-CP-40-08423. And actually  
3 the defendant is Thomas Davis and not Budget Car Rental. Mr.  
4 Taylor is representing himself. The defendant is represented  
5 by Jim Lybrand.

6       We're here on two motions that have been filed by Mr.  
7 Taylor. One is a motion on the ruling -- motion for a ruling  
8 as to the legality of State Farm's request that they consent  
9 to any settlement, and the other one is also filed by Mr.  
10 Taylor to enter a consent judgment that he and Mr. Davis  
11 entered into at the time that the appeal was dismissed.

12       I've read both of the motions. I've also read  
13 information that was sent by Mr. Lybrand in opposition to the  
14 motions, and so, Mr. Taylor, I'll hear from you. I  
15 understand that after the case was tried that there was an  
16 appeal filed, and then during the course of the appeal you  
17 and Mr. Davis entered into an agreement which you presented  
18 to the Court of Appeals and the Court of Appeals then  
19 dismissed the appeal as a result of that agreement, and I  
20 guess Mr. Lybrand representing the underinsured would not  
21 consent to it and so you've filed both motions, one of which  
22 is to approve the -- or enter judgment based upon the  
23 agreement that you and Mr. Davis entered into while the case  
24 was on appeal and the other one relates as to State Farm's

The above shows the truth  
that state farm hired its  
present atty Lybrand to  
represent defendant Davis 1st

roa--p.22

Although  
they are now trying to deny  
it for obvious reasons!  
as stated-shown heretofore

1 dismissal of the appeal. I'm not here stating that I was  
2 required to be, but there was no -- there was no consent  
3 withheld by me or there was no effort made by me to sort of  
4 block or blunt Mr. Taylor's discussions or his settlement  
5 agreement with Mr. Davis while the case was on appeal  
6 because, quite frankly, I didn't know there was any ----->  
7 communications going on between the two of them until I was  
8 notified, received affidavits, and the case was -- the case  
9 on appeal was dismissed. So that's what I meant in that part  
10 of my memorandum that Mr. Taylor produced as Exhibit 1 where  
11 it just says State Farm concedes that his consent is not  
12 required to approve or validate any settlement agreement  
13 between Taylor and Davis. See roa--p.14

14 The odd thing that I wanted to make clear to the Court,  
15 Your Honor, is we have what purports to be a history of a  
16 case in which a defendant essentially would have no further  
17 financial responsibility. A case goes to a jury verdict.  
18 The case is then appealed, a case that -- whose result was  
19 favorable to the defendant, and while the appeal was going  
20 on, discussions are had in which the defendant, unless I'm  
21 missing something, totally against his own financial interest  
22 decides not to take advantage of what has gone on in the past  
23 but instead obligates himself to pay the plaintiff a million  
24 -- whatever it is, \$1,750,000. see roa--p.19-22

25 All we've had from Mr. Davis is -- are affidavits.----->

roa--p.23

see roa-p.2-4;9-10;11-22

**THE STATE OF SOUTH CAROLINA**

**In The Court Of Appeals**

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

RECORDED

MAY 08 2013

SC Court of Appeals

Appellant Case No: 2012-212896

Charles Taylor,

Appellant,

v.

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

**CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties ~~[except as prohibited by SCACR 210(c) and any not relevant to the appeal, and/or not presented in the lower or appeals court before]~~ and not any other material.

April 23, 2013

BY 

Charles Taylor

Post Office Box 3652

Sumter, South Carolina 29151-3652

(803) 883-7005

For the Appellant/Pro-Se

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

RECEIVED

MAY 08 2013

SC Court of Appeals

Appellate Case No: 2012-212896

Charles Taylor,

Appellant,

v.

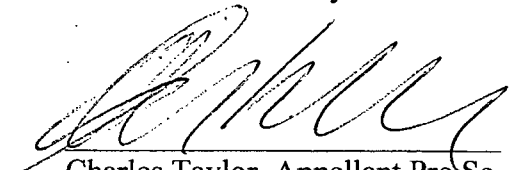
Thomas Davis and

State Farm Mutual Automobile Insurance Company, Respondents,

Proof of Service of Record on Appeal

I hereby certify that a copy of 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 23<sup>rd</sup> day of April, 2013, with 1<sup>st</sup> class duly affixed postage & a return address indicated clearly thereon the envelope, addressed as follows:

April 23, 2013



Charles Taylor, Appellant Pro Se  
Post Office Box 3652  
Sumter, South Carolina 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