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SC Court of Appeals

**FORM 15
RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Honorable Daniel Coble, Circuit Judge

Appellate Case No. 2023-000460

Joe Clemons,

Appellant

v.

William S. Helmly /President & CEO of
Home Telecom Co. and Home Telecom Co.
(Jointly and severally liable).

Respondent

RECORD ON APPEAL

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ATTORENYS FOR RESPONDENT

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Order Granting Defendant's Motion to Dismiss on August 8, 2022

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Joe Clemons,

Plaintiff,

vs.

Home Telecom Company, and
William S Helmly, President & CEO,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTHTH JUDICIAL CIRCUIT

CASE NO: 2021-CP-08-02709

**ORDER GRANTING DEFENDANT'S
MOTION TO DISMISS**

Home Telecom Company and William Helmly ("Defendants") filed a motion to dismiss on April 8, 2022 arguing Joe Clemons' ("Plaintiff") failure to state a claim for which relief could be granted under 12(b)(2), 12(b)(4), 12(b)(5) and 12(b)(6) of the South Carolina Rules of Civil Procedure (SCRCP), and lack of personal and subject matter jurisdiction under Rule 12(b)(1) and 12(b)(2) SCRCP. The parties submitted supplemental memoranda and this motion was heard by the Court on July 19, 2022. For the reasons set forth herein, Defendant's motion to dismiss is GRANTED.

Standard of Review

Under SCRCP 12(b)(6), a defendant may move to dismiss based upon a plaintiff's failure to state facts sufficient to constitute a cause of action. Baird v. Charleston County, 333 S.C. 519, 511 S.E.2d 69 (1999); Bergstrom v. Roper St. Francis Alliance, 352 S.C. 221, 573 S.E.2d 805 (Ct. App. 2002). The trial judge in a civil suit may dismiss a claim when the defendant demonstrates that the plaintiff has failed to state facts sufficient to constitute a cause of action in the pleadings filed with the court. Williams v. Condon, 347 S.C. 227, 553 S.E.2d 496 (Ct. App. 2001). When ruling upon a motion to dismiss pursuant to Rule 12(b)(6), the trial judge must base its decision

solely upon the allegations contained in the plaintiff's complaint. Stiles v. Onorato, 318 S.C. 297, 457 S.E.2d 601 (1995); Bergstrom, 352 S.C. at 233, 573 S.E.2d at 811; see also Brown v. Leverette, 291 S.C. 364, 353 S.E.2d 697 (1987) (stating that trial court must dispose of motion for failure to state a claim based solely upon the allegations set forth on the face of the complaint); Williams, 347 S.C. at 233, 553 S.E.2d at 499 (stating that trial court's ruling on 12(b)(6) motion must be based solely upon plaintiff's allegations).

1. Insufficiency of Service of Process and Lack of Personal Jurisdiction

Subsection (a) of Rule 4, SCRCP, states that "[c]opies of the original summons shall be served upon each defendant." "Compliance with the service of process requirements must be strict, and approximations will not be effective." *Jensen v. Doe*, 292 S.C. 592, 595, 358 S.E.2d 148, 149 (Ct. App. 1987). "Rule 4, SCRCP serves at least two purposes. It confers personal jurisdiction on the court and assures the defendant of reasonable notice of the action." *Roche v. Young Bros.*, 318 S.C. 207, 209, 456 S.E.2d 897, 899 (1995). "When jurisdiction is challenged, the plaintiff has the burden of presenting facts sufficient to establish jurisdiction." *Yarborough and Co. v. Schoolfield Furniture Industries, Inc.*, 275 S.C. 151, 268 S.E. 2d 42 (1980).

A. Plaintiff Failed to Properly Serve William Helmly

Service may be made on an individual "by delivering a copy of the summons and complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or by law to receive service of process." Rule 4(d)(1), SCRCP. Service on an individual may also be made by registered or certified mail, return receipt requested and "delivery restricted to the addressee." Rule 4(d)(8), SCRCP.

Plaintiff failed to provide any proof of service pertaining to Defendant William Helmly. Plaintiff has not shown a copy of the summons and complaint was delivered to Helmly personally, nor that a copy was left at his dwelling house or usual place of abode with some person of suitable age and discretion residing therein. Additionally, there is no evidence showing a copy was delivered to an agent authorized by appointment or law to receive service of process. Additionally, Plaintiff failed to demonstrate service of Helmly via certified mail in a manner set forth in Rule 4(d)(8), SCRCPP.

Therefore, Defendant's motion to dismiss Plaintiff's claims against Defendant William Helmly under Rule 12(b)(4) and (5) SCRCPP is hereby GRANTED.

B. Plaintiff Failed to Properly Serve Home Telecom Company

Proper service of a corporation is achieved by delivering a copy of the summons and complaint to an officer, managing or general agent, or any other agent authorized by appointment or by law to receive service of process and if the agent is authorized by statute to receive service and the statute so requires, by also mailing a copy to the defendant. Rule 4(d)(3) SCRCPP. Moreover, Rule 4(d)(8), SCRCPP, allows for corporations to be served via certified mail requiring the return receipt be restricted to the addressee and show acceptance by the defendant." *Roche v. Young Bros.*, 318 S.C. 207, 211, 456 S.E.2d 897, 900 (1995).

The return receipt filed by Plaintiff is addressed to "Home Telecom" at "579 Stoney Landing Rd., Moncks Corner, SC 29461." The receipt is evidence of Plaintiff's failure to comply with Rule 4(d)(8)'s provisions that the certified mail be "return receipt requested and delivery restricted to the addressee," as neither of those boxes are checked. As a result, Plaintiff has not served Defendants in accordance with Rule 4, SCRCPP, and is outside the 120-day period to serve post-

filing. Rule 3(a)(2) SCRCF. This Court finds Plaintiff failed to comply with Rule 4's provisions regarding service of a corporation.

Therefore, Defendants' motion to dismiss Plaintiff's claims against Defendant Home Telecom Company under Rule 12(b)(1); 12(b)(4); and 12(b)(5) SCRCF is hereby GRANTED.

2. Plaintiff's Claims are Barred by the Statute of Limitations

Under the South Carolina Code, actions for breach of contract, breach of fiduciary duty, negligence, negligent misrepresentation, constructive fraud, and civil conspiracy are subject to a three-year statute of limitations.¹ S.C. Code Ann. §15-3-20; §15-3-530.

"According to the discovery rule, the statute of limitations begins to run when a cause of action reasonably ought to have been discovered." *Dean v. Ruscon Corp.*, 321 S.C. 360, 363, 468 S.E.2d 645, 647 (1996). "The test for whether the injured party knew or should have known about the cause of action is objective rather than subjective." *Holly Woods Ass'n of Residence Owners v. Hiller*, 392 S.C. 172, 183, 708 S.E.2d 787, 793 (Ct. App. 2011).

Plaintiff's claims are founded in Home Telecom's failure to provide accurate phone records when requested. Plaintiff's complaint alleges he requested and received his call records in March of 2018. This Court finds Plaintiff's argument that the statute of limitations began to run in May of 2021 upon receiving a CD recording from State Farm proving the inaccuracy of the telephone records provided by Home Telecom inaccurate. Plaintiff's acknowledgement he had actual knowledge of the inaccuracy of his phone records in March of 2018 would put a reasonable person on notice of the existence of a cause of action. This Court finds the statute of limitations began to

¹ Plaintiff's causes of action for "punitive damages" and "attorney fees" are not independent causes of action under South Carolina Law, and are thereby barred by the same statute of limitations applying to Plaintiff's other causes of action.

run on in March of 2018. Though Plaintiff knew his phone records were inaccurate in March of 2018, Plaintiff did not commence this action until December 31, 2021.

Therefore, Defendants' motion to dismiss under Rule 12(b)(6) SCRCP based on the statute of limitations is hereby GRANTED.

3. Plaintiff Fails to Set Forth Any Claims Upon Which Relief Can Be Granted

"A trial judge in the civil setting may dismiss a claim when the defendant demonstrates the plaintiff has failed to state facts sufficient to constitute a cause of action in the pleadings filed with the court." *Fleteau v. Harrelson*, 584 S.E.2d 413, 355 S.C. 197 (Ct. App. 2003). A judge should consider "whether the complaint, viewed in the light most favorable to the plaintiff, states any valid claim for relief." *Id.* "Generally, in considering a 12(b)(6) motion, the trial court must base its ruling solely upon allegations set forth on the face of the complaint." *Id.*

A. Breach of Contract

"In order to recover under a breach of contract cause of action, the plaintiff must establish by the greater weight of the evidence (a) that the parties entered into a binding contract, (b) that the defendant breached or unjustifiably failed to perform this contract, and (c) that the plaintiff has suffered damage as a direct and proximate result of the breach." See Tom J. Ervin, Ervin's South Carolina Request to Charge - Civil § 22-13, at 181 (1994); 17A Am. Jur. 2d Contracts § 716; see also *Maro v. Lewis*, 389 S.C. 216, 697 S.E.2d 684 (Ct. App. 2010).

Plaintiff alleges "a valid service contract exists between the Plaintiff and Defendant from June 1985 to present . . . to issue communication service;" The alleged service agreement is for the issuance of "communication service." Plaintiff fails to allege any breach or failure to provide "communication services" by Defendants. The Complaint makes no mention of any interruption in Plaintiff's communication service, and argues only that the Defendants' breached the contract

by failing to provide him accurate records when requested. Furthermore, Plaintiff fails to allege a contract provisions requiring the Defendants' to provide accurate phone records.²

Finally, Plaintiff has failed to allege that he suffered damages as a result of the purported breach of contract.

As such, Defendants' motion to dismiss Plaintiff's breach of contract cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.³

B. Breach of Fiduciary Duty

"To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty owed to the plaintiff by the defendant, and (3) damages proximately resulting from the wrongful conduct of the defendant." *RFT Mgmt. Co., L.L.C. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 335-36, 732 S.E.2d 166, 173 (2012). "A 'fiduciary relationship' is founded on trust and confidence reposed one person in the integrity and fidelity of another. It 'exists when one imposes a special confidence in another, so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one imposing the confidence.'" *Steele v. Victory Sav. Bank*, 295 S.C. 290, 293, 368 S.E.2d 91, 93 (Ct. App. 1988). An arm's length commercial transaction does not give rise to a fiduciary relationship. *Pitts v. Jackson Nat'l Life Ins. Co.*, 352 S.C. 319, 331, 574 S.E.2d 502, 508 (Ct. App. 2002).

Plaintiff has failed to allege the existence of a fiduciary relationship between Plaintiff and Defendants. The Complaint merely alleges Plaintiff has been a customer for over 36 years. Plaintiff has failed to provide any evidence showing a fiduciary relationship ever existed between the parties. Furthermore, Plaintiff's relationship with Defendants' was created by a contract for

² *Rabon v. State Finance Corp.*, 203 S.C. 183, 185, 26 S.E.2d 501, 502 (1943) (to recover for a breach of contract, a party must allege and prove each one of the material elements of the contract sued on).

³ To recover for a breach of contract, a party must allege and prove each one of the material elements of the contract sued on. *Rabon v. State Finance Corp.*, 203 S.C. 183, 185, 26 S.E.2d 501, 502 (1943).

communication services. The South Carolina Court of Appeals has held that a commercial transaction does not give rise to a fiduciary relationship.

Therefore, Defendant's motion to dismiss Plaintiff's breach of fiduciary duty cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.

C. Negligence

"A cause of action for negligence arises from the concurrence of three essential elements: (1) a duty of care owed by the defendant to the plaintiff; (2) the defendant's breach of that duty by a negligent act or omission, i.e., failure to exercise the care of a reasonable man in the circumstances; and (3) damage proximately resulting from the breach of duty." *Snow v. Columbia*, 305 S.C. 544, 554, 409 S.E.2d 797, 803 (Ct. App. 1991). "An essential element in a cause of action for negligence is the existence of a legal duty of care owed by the defendant to the plaintiff."

Plaintiff has failed to allege any facts establishing a duty of care created by the relationship between Plaintiff and Defendants. The contract cited by Plaintiff is a contract to provide communications services. Plaintiff has not alleged that his telephone services were not provided, or cited any contractual term establishing Defendants' duty to maintain and provide accurate phone records. Furthermore, Plaintiff has not alleged any statute, relationship, status, property interest, or some other special circumstance regarding a duty "to properly record telephone call history."

Accordingly, Plaintiff has failed to allege sufficient facts to establish Defendants' owed a duty to the Plaintiff.

As such, Defendants' motion to dismiss Plaintiffs negligence cause of action under Rule 12(b)(6) is hereby GRANTED.

D. Negligent Misrepresentation

“A party seeking to prove negligent misrepresentation must establish: “the defendant made a false representation to Plaintiff; (2) the defendant had a pecuniary interest in making the representation; (3) the defendant owed a duty of care to see that he communicated truthful information to Plaintiff; (4) the defendant breached that duty by failing to exercise due care; (5) Plaintiff justifiably relied on the representation; and (6) Plaintiff suffered a pecuniary loss as the proximate result of his reliance on the representation.” *Hovis v. Gen. Dynamics Corp. (In re Marine Energy Sys. Corp.)*, 362 B.R. 247, 255 (Bankr. D.S.C. 2006) (internal citation omitted).

Plaintiff merely alleges that “Defendant made multiple false representations to the Plaintiff, outside of the contract, regarding his status as a customer of over 3[6] (sic) years.” Plaintiff has provided this Court no explanation of what those alleged false representations were; how Defendants had a pecuniary interest; or what duty of care Defendants owed Plaintiff. This Court finds the Plaintiff has provided no factual allegations supporting his claim for negligent misrepresentation.

Therefore, Defendants’ motion to dismiss Plaintiff’s negligent misrepresentation cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.

E. Constructive Fraud

“To establish constructive fraud, all elements of actual fraud except the element of intent must be established.” *Pitts v. Jackson Nat’l Life Ins. Co.*, 352 S.C. 319, 333, 574 S.E.2d 502, 509 (Ct. App. 2002) (internal citation omitted). In order to prove [actual] fraud, the following elements must be shown: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon;

(6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *Id.*

Plaintiff fails to set forth the existence of any confidential or fiduciary relationship that would establish a right to rely on a representation made by the Defendants. Moreover, Plaintiff has failed allege that he was ignorant of the falsity of any representation or relied on its truth. Instead, Plaintiff specifically alleges he was aware of the falsity of the call records when he received them from Defendants. Additionally, Plaintiff fails to allege he has suffered any injury as a result of the alleged constructive fraud.

Therefore, Defendants' motion to dismiss as to Plaintiff's constructive fraud cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.⁴

F. Civil Conspiracy

"The tort of civil conspiracy has four elements: (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff." *Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021), reh'g denied (Aug. 18, 2021).

South Carolina has adopted the intra-corporate conspiracy doctrine which holds "a civil conspiracy cannot exist when the alleged acts arise in the context of a principal-agent relationship because by virtue of the relationship such acts do not involve separate entities." *McMillan v. Oconee Mem'l Hosp., Inc.*, 367 S.C. 559, 564, 626 S.E.2d 884, 886–87 (2006). Under this doctrine, so long as they are acting within the scope of their relationship, a principal cannot

⁴ "[I]n a constructive fraud case, where there is no confidential or fiduciary relationship, and an arm's length transaction between mature, educated people is involved, there is no right to rely." *Id.* at 334, 574 S.E.2d at 509. "A complaint is fatally defective if it fails to allege all nine elements of fraud. *Id.*

conspire with an agent because they constitute a single entity and not “two or more persons” required for a civil conspiracy claim. *Id* at 564-565, 626 S.E.2d at 887.

Plaintiff fails to plead sufficient facts alleging the combination or agreement of two or more persons. Both named defendants, Home Telecom and William Helmly, are engaged in a principle-agent relationship. William Helmly (Agent) was the CEO of Home Telecom Company (Principle), acting within the scope of his duties, when the alleged conspiracy took place. Under the intra-corporate conspiracy doctrine, these two individuals are considered to be a single entity. As a result, Plaintiff’s claim fails under the first prong because there was never a combination of two or more person.

Therefore, Defendants’ motion to dismiss Plaintiff’s civil conspiracy cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.

G. Punitive Damages

Plaintiff’s cause of action for “punitive damages” does not exist under South Carolina law. Instead, punitive damages are a type of damages that must be prayed for in a Complaint.⁵

Therefore, Defendants’ motion to dismiss Plaintiff’s punitive damages cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.

H. Attorney’s Fees

Plaintiff’s cause of action for “attorney fees” does not exist under South Carolina law, as this is instead a type of damages. Plaintiff has failed to identify any statute or contract that supports an award of attorney’s fees. Plaintiff is proceeding pro se in this matter and therefore has no attorney representation to justify an award.

⁵ See *BidZirk, LLC v. Smith*, No. CIV.A. 6:06-109-HMH, 2007 WL 3119445, at *4 (D.S.C. Oct. 22, 2007) (finding a claim failed because “this cause of action does not exist under South Carolina law”); *Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 154, 714 S.E.2d 537, 542 (2011) (holding that where South Carolina law does not recognize a tort, it is proper for the circuit court to dismiss the claim based upon that tort).

Therefore, Defendants motion to dismiss Plaintiffs attorney's fees cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.

After consideration of the issues raised in the parties' memorandums and oral arguments, Defendant's motion to dismiss is GRANTED as to all of Plaintiff's causes of action.

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW



Berkeley Common Pleas

Case Caption: Joe Clemons VS Home Telecom Company , defendant, et al

Case Number: 2021CP0802709

Type: Order/Dismissal

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

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Order Granting Defendant's Motion to Dismiss on February 6, 2023

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 Joe Clemons,)
)
 Appellant,)
 vs.)
)
 William S Helmly/President &)
 CEO of Home Telecom Co.)
)
 Respondent.)
)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Civil Action No. 2022-CP-0802427

**ORDER GRANTING DEFENDANTS'
MOTION TO DISMISS**

This matter came before the Court on Defendants' Motion to Dismiss or Alternatively, For Judgment on the Pleadings, and Motion for Sanctions. The hearing was held via WebEx on Tuesday, January 31st, 2023 with the Honorable Daniel Coble presiding. Attorney Robert Edward Kneece III appeared on behalf of the defense and Joe Clemons appeared *pro-se*. For the reasons set forth herein, Defendants' Motion to Dismiss is GRANTED.

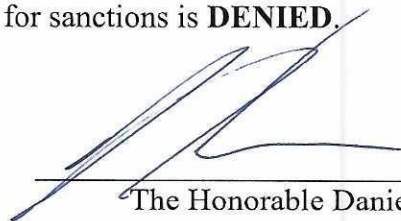
The Complaint filed in this lawsuit is identical to a complaint Plaintiff filed on December 23rd, 2021 against the same Defendants and containing the same allegations as in the case at hand. The Honorable Roger M. Young heard Defendants' Motion to Dismiss in that case on July 18th, 2022 and during that hearing, Plaintiff passed up several documents for the court's consideration. Judge Young ultimately dismissed the case in an order signed on August 8th, 2022, attached here as **Exhibit A**. The basis of that dismissal was improper service, the statute of limitations had run out, and failure to state a claim upon which relief can be granted. On August 31st, 2022, Plaintiff filed a Motion to Reconsider. Judge Young subsequently denied that motion on September 20th, 2022, attached here as **Exhibit B**.

The Summons and Complaint in the case at hand is identical to the Summons and Complaint in the lawsuit Judge Young dismissed on August 8th, 2022. The only difference between the filings is that the Complaint in this lawsuit contains an attachment of 21 pages of exhibits, which includes some of the same documents that Plaintiff submitted to Judge Young at hearing on July 18th, 2022.

Under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure (SCRPC), trial courts may dismiss a cause of action if the complaint “fails to state a claim upon which relief can be granted.” The trial court’s consideration must be based “solely on allegations set forth in the complaint.” *Spence v. Spence*, 368 S.C. 106, 116, 628. S.E.2d 869, 874 (2006). Here, Plaintiff’s Complaint does not state a valid claim upon which relief can be granted because Judge Young already dismissed an identical complaint in August 2022.

After careful consideration of the oral arguments made by the parties, the written submissions to the Court, and applicable law, Defendants’ motion to dismiss is **GRANTED** as to all of Plaintiff’s causes of action. The Defendants’ motion for sanctions is **DENIED**.

AND IT IS SO ORDERED.


The Honorable Daniel Coble

February 3rd 2023.

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

Joe Clemons,

Plaintiff,

vs.

Home Telecom Company, and
William S Helmly, President & CEO,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO: 2021-CP-08-02709

**ORDER GRANTING DEFENDANT'S
MOTION TO DISMISS**

Home Telecom Company and William Helmly ("Defendants") filed a motion to dismiss on April 8, 2022 arguing Joe Clemons' ("Plaintiff") failure to state a claim for which relief could be granted under 12(b)(2), 12(b)(4), 12(b)(5) and 12(b)(6) of the South Carolina Rules of Civil Procedure (SCRCP), and lack of personal and subject matter jurisdiction under Rule 12(b)(1) and 12(b)(2) SCRCP. The parties submitted supplemental memoranda and this motion was heard by the Court on July 19, 2022. For the reasons set forth herein, Defendant's motion to dismiss is GRANTED.

Standard of Review

Under SCRCP 12(b)(6), a defendant may move to dismiss based upon a plaintiff's failure to state facts sufficient to constitute a cause of action. Baird v. Charleston County, 333 S.C. 519, 511 S.E.2d 69 (1999); Bergstrom v. Roper St. Francis Alliance, 352 S.C. 221, 573 S.E.2d 805 (Ct. App. 2002). The trial judge in a civil suit may dismiss a claim when the defendant demonstrates that the plaintiff has failed to state facts sufficient to constitute a cause of action in the pleadings filed with the court. Williams v. Condon, 347 S.C. 227, 553 S.E.2d 496 (Ct. App. 2001). When ruling upon a motion to dismiss pursuant to Rule 12(b)(6), the trial judge must base its decision

solely upon the allegations contained in the plaintiff's complaint. Stiles v. Onorato, 318 S.C. 297, 457 S.E.2d 601 (1995); Bergstrom, 352 S.C. at 233, 573 S.E.2d at 811; see also Brown v. Leverette, 291 S.C. 364, 353 S.E.2d 697 (1987) (stating that trial court must dispose of motion for failure to state a claim based solely upon the allegations set forth on the face of the complaint); Williams, 347 S.C. at 233, 553 S.E.2d at 499 (stating that trial court's ruling on 12(b)(6) motion must be based solely upon plaintiff's allegations).

1. Insufficiency of Service of Process and Lack of Personal Jurisdiction

Subsection (a) of Rule 4, SCRCP, states that "[c]opies of the original summons shall be served upon each defendant." "Compliance with the service of process requirements must be strict, and approximations will not be effective." *Jensen v. Doe*, 292 S.C. 592, 595, 358 S.E.2d 148, 149 (Ct. App. 1987). "Rule 4, SCRCP serves at least two purposes. It confers personal jurisdiction on the court and assures the defendant of reasonable notice of the action." *Roche v. Young Bros.*, 318 S.C. 207, 209, 456 S.E.2d 897, 899 (1995). "When jurisdiction is challenged, the plaintiff has the burden of presenting facts sufficient to establish jurisdiction." *Yarborough and Co. v. Schoolfield Furniture Industries, Inc.*, 275 S.C. 151, 268 S.E. 2d 42 (1980).

A. Plaintiff Failed to Properly Serve William Helmly

Service may be made on an individual "by delivering a copy of the summons and complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or by law to receive service of process." Rule 4(d)(1), SCRCP. Service on an individual may also be made by registered or certified mail, return receipt requested and "delivery restricted to the addressee." Rule 4(d)(8), SCRCP.

Plaintiff failed to provide any proof of service pertaining to Defendant William Helmly. Plaintiff has not shown a copy of the summons and complaint was delivered to Helmly personally, nor that a copy was left at his dwelling house or usual place of abode with some person of suitable age and discretion residing therein. Additionally, there is no evidence showing a copy was delivered to an agent authorized by appointment or law to receive service of process. Additionally, Plaintiff failed to demonstrate service of Helmly via certified mail in a manner set forth in Rule 4(d)(8), SCRCP.

Therefore, Defendant's motion to dismiss Plaintiff's claims against Defendant William Helmly under Rule 12(b)(4) and (5) SCRCP is hereby GRANTED.

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filing. Rule 3(a)(2) SCRCF. This Court finds Plaintiff failed to comply with Rule 4's provisions regarding service of a corporation.

Therefore, Defendants' motion to dismiss Plaintiff's claims against Defendant Home Telecom Company under Rule 12(b)(1); 12(b)(4); and 12(b)(5) SCRCF is hereby GRANTED.

2. Plaintiff's Claims are Barred by the Statute of Limitations

Under the South Carolina Code, actions for breach of contract, breach of fiduciary duty, negligence, negligent misrepresentation, constructive fraud, and civil conspiracy are subject to a three-year statute of limitations.¹ S.C. Code Ann. §15-3-20; §15-3-530.

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run on in March of 2018. Though Plaintiff knew his phone records were inaccurate in March of 2018, Plaintiff did not commence this action until December 31, 2021.

Therefore, Defendants' motion to dismiss under Rule 12(b)(6) SCRCP based on the statute of limitations is hereby GRANTED.

3. Plaintiff Fails to Set Forth Any Claims Upon Which Relief Can Be Granted

"A trial judge in the civil setting may dismiss a claim when the defendant demonstrates the plaintiff has failed to state facts sufficient to constitute a cause of action in the pleadings filed with the court." *Flateau v. Harrelson*, 584 S.E.2d 413, 355 S.C. 197 (Ct. App. 2003). A judge should consider "whether the complaint, viewed in the light most favorable to the plaintiff, states any valid claim for relief." *Id.* "Generally, in considering a 12(b)(6) motion, the trial court must base its ruling solely upon allegations set forth on the face of the complaint." *Id.*

A. Breach of Contract

"In order to recover under a breach of contract cause of action, the plaintiff must establish by the greater weight of the evidence (a) that the parties entered into a binding contract, (b) that the defendant breached or unjustifiably failed to perform this contract, and (c) that the plaintiff has suffered damage as a direct and proximate result of the breach." *See* Tom J. Ervin, Ervin's South Carolina Request to Charge - Civil § 22-13, at 181 (1994); 17A Am. Jur. 2d Contracts § 716; *see also* *Maro v. Lewis*, 389 S.C. 216, 697 S.E.2d 684 (Ct. App. 2010).

Plaintiff alleges "a valid service contract exists between the Plaintiff and Defendant from June 1985 to present . . . to issue communication service;" The alleged service agreement is for the issuance of "communication service." Plaintiff fails to allege any breach or failure to provide "communication services" by Defendants. The Complaint makes no mention of any interruption in Plaintiff's communication service, and argues only that the Defendants' breached the contract

by failing to provide him accurate records when requested. Furthermore, Plaintiff fails to allege a contract provisions requiring the Defendants' to provide accurate phone records.²

Finally, Plaintiff has failed to allege that he suffered damages as a result of the purported breach of contract.

As such, Defendants' motion to dismiss Plaintiff's breach of contract cause of action under Rule 12(b)(6) SCRCF is hereby GRANTED.³

B. Breach of Fiduciary Duty

"To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty owed to the plaintiff by the defendant, and (3) damages proximately resulting from the wrongful conduct of the defendant." *RFT Mgmt. Co., L.L.C. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 335-36, 732 S.E.2d 166, 173 (2012). "A 'fiduciary relationship' is founded on trust and confidence reposed one person in the integrity and fidelity of another. It 'exists when one imposes a special confidence in another, so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one imposing the confidence.'" *Steele v. Victory Sav. Bank*, 295 S.C. 290, 293, 368 S.E.2d 91, 93 (Ct. App. 1988). An arm's length commercial transaction does not give rise to a fiduciary relationship. *Pitts v. Jackson Nat'l Life Ins. Co.*, 352 S.C. 319, 331, 574 S.E.2d 502, 508 (Ct. App. 2002).

Plaintiff has failed to allege the existence of a fiduciary relationship between Plaintiff and Defendants. The Complaint merely alleges Plaintiff has been a customer for over 36 years. Plaintiff has failed to provide any evidence showing a fiduciary relationship ever existed between the parties. Furthermore, Plaintiff's relationship with Defendants' was created by a contract for

² *Rabon v. State Finance Corp.*, 203 S.C. 183, 185, 26 S.E.2d 501, 502 (1943) (to recover for a breach of contract, a party must allege and prove each one of the material elements of the contract sued on).

³ To recover for a breach of contract, a party must allege and prove each one of the material elements of the contract sued on. *Rabon v. State Finance Corp.*, 203 S.C. 183, 185, 26 S.E.2d 501, 502 (1943).

communication services. The South Carolina Court of Appeals has held that a commercial transaction does not give rise to a fiduciary relationship.

Therefore, Defendant's motion to dismiss Plaintiff's breach of fiduciary duty cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.

C. Negligence

"A cause of action for negligence arises from the concurrence of three essential elements: (1) a duty of care owed by the defendant to the plaintiff; (2) the defendant's breach of that duty by a negligent act or omission, i.e., failure to exercise the care of a reasonable man in the circumstances; and (3) damage proximately resulting from the breach of duty." *Snow v. Columbia*, 305 S.C. 544, 554, 409 S.E.2d 797, 803 (Ct. App. 1991). "An essential element in a cause of action for negligence is the existence of a legal duty of care owed by the defendant to the plaintiff."

Plaintiff has failed to allege any facts establishing a duty of care created by the relationship between Plaintiff and Defendants. The contract cited by Plaintiff is a contract to provide communications services. Plaintiff has not alleged that his telephone services were not provided, or cited any contractual term establishing Defendants' duty to maintain and provide accurate phone records. Furthermore, Plaintiff has not alleged any statute, relationship, status, property interest, or some other special circumstance regarding a duty "to properly record telephone call history."

Accordingly, Plaintiff has failed to allege sufficient facts to establish Defendants' owed a duty to the Plaintiff.

As such, Defendants' motion to dismiss Plaintiffs negligence cause of action under Rule 12(b)(6) is hereby GRANTED.

D. Negligent Misrepresentation

“A party seeking to prove negligent misrepresentation must establish: “the defendant made a false representation to Plaintiff; (2) the defendant had a pecuniary interest in making the representation; (3) the defendant owed a duty of care to see that he communicated truthful information to Plaintiff; (4) the defendant breached that duty by failing to exercise due care; (5) Plaintiff justifiably relied on the representation; and (6) Plaintiff suffered a pecuniary loss as the proximate result of his reliance on the representation.” *Hovis v. Gen. Dynamics Corp. (In re Marine Energy Sys. Corp.)*, 362 B.R. 247, 255 (Bankr. D.S.C. 2006) (internal citation omitted).

Plaintiff merely alleges that “Defendant made multiple false representations to the Plaintiff, outside of the contract, regarding his status as a customer of over 3[6] (sic) years.” Plaintiff has provided this Court no explanation of what those alleged false representations were; how Defendants had a pecuniary interest; or what duty of care Defendants owed Plaintiff. This Court finds the Plaintiff has provided no factual allegations supporting his claim for negligent misrepresentation.

Therefore, Defendants’ motion to dismiss Plaintiff’s negligent misrepresentation cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.

E. Constructive Fraud

“To establish constructive fraud, all elements of actual fraud except the element of intent must be established.” *Pitts v. Jackson Nat’l Life Ins. Co.*, 352 S.C. 319, 333, 574 S.E.2d 502, 509 (Ct. App. 2002) (internal citation omitted). In order to prove [actual] fraud, the following elements must be shown: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon;

(6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *Id.*

Plaintiff fails to set forth the existence of any confidential or fiduciary relationship that would establish a right to rely on a representation made by the Defendants. Moreover, Plaintiff has failed allege that he was ignorant of the falsity of any representation or relied on its truth. Instead, Plaintiff specifically alleges he was aware of the falsity of the call records when he received them from Defendants. Additionally, Plaintiff fails to allege he has suffered any injury as a result of the alleged constructive fraud.

Therefore, Defendants' motion to dismiss as to Plaintiff's constructive fraud cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.⁴

F. Civil Conspiracy

"The tort of civil conspiracy has four elements: (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff." *Paradis v. Charleston Cnty. Sch. Dist.*, 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021), reh'g denied (Aug. 18, 2021).

South Carolina has adopted the intra-corporate conspiracy doctrine which holds "a civil conspiracy cannot exist when the alleged acts arise in the context of a principal-agent relationship because by virtue of the relationship such acts do not involve separate entities." *McMillan v. Oconee Mem'l Hosp., Inc.*, 367 S.C. 559, 564, 626 S.E.2d 884, 886–87 (2006). Under this doctrine, so long as they are acting within the scope of their relationship, a principal cannot

⁴ "[I]n a constructive fraud case, where there is no confidential or fiduciary relationship, and an arm's length transaction between mature, educated people is involved, there is no right to rely." *Id.* at 334, 574 S.E.2d at 509. "A complaint is fatally defective if it fails to allege all nine elements of fraud. *Id.*

conspire with an agent because they constitute a single entity and not “two or more persons” required for a civil conspiracy claim. *Id* at 564-565, 626 S.E.2d at 887.

Plaintiff fails to plead sufficient facts alleging the combination or agreement of two or more persons. Both named defendants, Home Telecom and William Helmly, are engaged in a principle-agent relationship. William Helmly (Agent) was the CEO of Home Telecom Company (Principle), acting within the scope of his duties, when the alleged conspiracy took place. Under the intra-corporate conspiracy doctrine, these two individuals are considered to be a single entity. As a result, Plaintiff’s claim fails under the first prong because there was never a combination of two or more person.

Therefore, Defendants’ motion to dismiss Plaintiff’s civil conspiracy cause of action under Rule 12(b)(6) SCRPC is hereby GRANTED.

G. Punitive Damages

Plaintiff’s cause of action for “punitive damages” does not exist under South Carolina law. Instead, punitive damages are a type of damages that must be prayed for in a Complaint.⁵

Therefore, Defendants’ motion to dismiss Plaintiff’s punitive damages cause of action under Rule 12(b)(6) SCRPC is hereby GRANTED.

H. Attorney’s Fees

Plaintiff’s cause of action for “attorney fees” does not exist under South Carolina law, as this is instead a type of damages. Plaintiff has failed to identify any statute or contract that supports an award of attorney’s fees. Plaintiff is proceeding pro se in this matter and therefore has no attorney representation to justify an award.

⁵ See *BidZirk, LLC v. Smith*, No. CIV.A. 6:06-109-HMH, 2007 WL 3119445, at *4 (D.S.C. Oct. 22, 2007) (finding a claim failed because “this cause of action does not exist under South Carolina law”); *Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 154, 714 S.E.2d 537, 542 (2011) (holding that where South Carolina law does not recognize a tort, it is proper for the circuit court to dismiss the claim based upon that tort).

Therefore, Defendants motion to dismiss Plaintiffs attorney's fees cause of action under Rule 12(b)(6) SCRCP is hereby GRANTED.

After consideration of the issues raised in the parties' memorandums and oral arguments, Defendant's motion to dismiss is GRANTED as to all of Plaintiff's causes of action.

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2022 Nov 16 9:58 AM - BERKELEY - COMMON PLEAS - CASE#2022CP0802427



Berkeley Common Pleas

Case Caption: Joe Clemons VS Home Telecom Company , defendant, et al
Case Number: 2021CP0802709
Type: Order/Dismissal

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2022-08-08 15:51:03 page 12 of 12

ELECTRONICALLY FILED - 2022 Aug 08 3:56 PM - BERKELEY - COMMON PLEAS - CASE#2021CP0802709
ELECTRONICALLY FILED - 2022 Nov 16 9:58 AM - BERKELEY - COMMON PLEAS - CASE#2022CP0802427

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

Joe Clemons,

Plaintiff,

vs.

Home Telecom Company, and William S
Helmly, President & CEO,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO: 2021-CP-08-02709

**ORDER DENYING MOTION FOR
RECONSIDERATION PURSUANT TO
RULE 59(e)**

The Plaintiff filed a motion asking this Court to reconsider its Order dated August 8, 2022 granting Defendants' Motions to Dismiss. Plaintiff's motion filed on August 31, 2022 asks this Court to reconsider the Order and allow Plaintiff to pursue its claims against the Defendants. For the reasons set forth below, the motion to reconsider is DENIED.

STANDARD OF REVIEW

"Rule 59(e) of the South Carolina Rules of Civil Procedure provides, 'A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order.'" Gobbi v. People's Fed. Bank, No. 2006-UP-245, 2006 S.C. App. Unpub. LEXIS 231, at *11 (Ct. App. May 16, 2006) (quoting Rule 59(e), SCRCPP). Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savannah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).¹ Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an

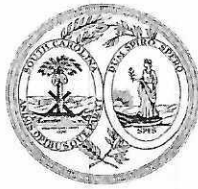
¹ Rule 59 is substantially the same as the Federal Rule. See Elam v. S.C. Dep't of Transp., 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice.” Hutchinson v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or “to raise argument or present evidence that could have been presented prior to the entry of judgment.” Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, “[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.” Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does “[a] party’s mere disagreement with the court’s ruling . . . warrant a Rule 59(e) motion.” In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat’l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in the parties’ memorandums, Plaintiff’s Motion to Reconsider pursuant to Rule 59(e) is DENIED.

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW



Berkeley Common Pleas

Case Caption: Joe Clemons VS Home Telecom Company , defendant, et al
Case Number: 2021CP0802709
Type: Order/Relief

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2022-09-20 16:50:31 page 3 of 3

ELECTRONICALLY FILED - 2022 Sep 20 5:09 PM - BERKELEY - COMMON PLEAS - CASE#2022CP0802709
ELECTRONICALLY FILED - 2022 Nov 16 9:58 AM - BERKELEY - COMMON PLEAS - CASE#2022CP0802427

Plaintiff's Response to Defendant's Motion To Dismiss on 11-16-2022

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

JOE CLEMONS)

Plaintiff,)

Vs.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Civil Action No. 2022-CP-08-02427

PLAINTIFF'S RESPONSE TO DEFENDANT'S
MOTION TO DISMISS OF 11-16-2022

WILLIAM S. HELMLY, PRESIDENT & CEO,)

HOME TELECOM COMPANY (jointly)

and severally liable),)

Defendants)

2023 JAN -5 PM 2:44
LEAH GUERRY DUFFEE
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

To the Honorable Judge Roger Young, or to whom it may be, it is with great joy, hope and anticipation that I can come before you sir, and to write this letter in response to the defendant's second attempt to get this complaint dismissed. I would like to inform and remind you of the issues concerning this case. First of all, the defendant is not accurate in his statement that this complaint is exactly the same as the last one. Second, the defendant is not telling the truth about what was stated and presented at the hearing to consider dismissal, in that hearing I presented documents that clearly proved the things and statements and argument the defendant presented was not accurate, consistent, and concocting was not true. The defendant's concerns were (1) the defendant was not served properly, (2) the statute of limitation, (3) that home telephone did not have a contract with me. Also, I'm requesting that the judge don't allow the defense lawyer to write the judge's order of the hearing, because that happen the last time, and when that happened the defense lawyer is not being honest and true to what took place in that hearing, he left out the key things I presented and he was

cc:
J.C.

JAN

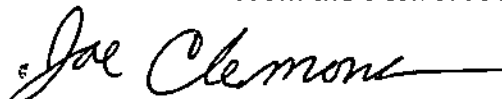
biased toward the facts, and he draw his own conclusions. This new complaint is a new complaint and it have been served properly; it never was a statue issue. On January 11, 2021, I came before Judge Roger Young, with two motions (Case No: 2019-CP-08-00424). One was to extend the deposition period so I could depose two people, and one of the two was Mr. Willam S. Helmly, President, and CEO of Home Telecom Company. The second motion was to add Home Telecom Company to the Lawsuit that I had against State Farm, as a co-conspirator, because Home Telecom was helping State Farm to cover their crime of forgery, where State Farm forge my name on documents. During the virtual hearing of the case, He granted both motions. This case against Home Telecom that is before you today is because Home Telecom has refused to provide my full accurate telephone records that I requested and on three separate occasions and paid for. I had requested my records multiple times because the records Home Telecom provided showed no calls between myself and State Farm. However, when my phone records were provided to me by State Farm's records showed that I called many times. Further, I have received letters from State Farm's corporate and local offices wherein they stated I called multiple times. The S.C. Department of Insurance contacted State Farm Agency and State Farm stated to the Department of Insurance that I had made multiple calls to the local and corporate offices. This proves that calls were made because State Farm's records and letters showed they had received these calls, but Home Telecom's records did not show I made any calls to State Farm from March 1-May 31, 2017. My phone records are important to validate that I spoke to State Farm representatives which are needed to win my case.

I presented this information to you during the January 11, 2021, hearing and you granted my motion to add Home Telecom as a co-conspirator and to depose Mr. William S. Helmly, which I did. In the deposition, Mr. Helmly revealed that he and State Farm Agent, Mrs. Peggy Pinnell were neighbors. He also stated that when calls are made, they are permanently stored in the company's server. Despite this, Home Telecom to this day has refused to provide me with my full, accurate telephone records. This is a breach of contract, violation of privacy, a federal crime, and an obstruction of justice.

Your Honor, I hope that you will allow me to proceed with this case to hold Home Telecom accountable for their crime and misconduct. I'm submitting this letter

asking you sir, to please not ruled to dismiss my complaint against Home Telecom and Mr. William Helmlly. At that hearing on 7-19-2022, I provided sufficient explanation and proof, and two exhibits, and certified mailed. The Order that was send to me on 8-8-2022, of that hearing (2021-CP-08-02709) ruling did not reflect or acknowledge anything that show that I was even present and certainly, not any of my proofs and exhibits. Sir, that Order that was written seem to have been written up by the opposing counsel, as to a repeat to what was done on 1-11-2021, hearing when you allowed the opposing party to write up the form 4 and the Order, where they change your ruling of one of my motions you granted and changed one to denied. It seems like it has happened a third time, because that Order that was written on 8-8-2022, have almost the identical things in it as to what the opposing party presented in memorandum and brief, even down to the foot notes. So, in my **CONCLUSION**, I'm asking you to please dismiss and Denied this Motion of the defendant, to dismiss my case against HOME TELECOM AND WILLIAM HELMLY.

From the Desk of Joe Clemons



By: Joe Clemons

Pro Se Litigant

E-Mail: clemonswelding1@gmail

2202 Addidas St.

Eutawville, SC 29048

(843) 753-7007

January 4, 2023

Plaintiff's Motion for Reconsideration of Daniel Coble Ruling on 2-6-2023

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)
PLEAS

JOE CLEMONS)

CP-08-02427)

Plaintiff,)

IN THE COURT OF COMMON

NINTH JUDICIAL CIRCUIT

Civil Action No. 2022-CP-08-
02427

Vs.
MOTION FOR

PLAINTIFF'S *Motion For*

RECONSIDERATION OF RULING

ON 2-6-2023 BY

JUDGE

Judge DANIEL COBLE

WILLIAM S. HELMLY, PRESIDENT & CEO,)

HOME TELECOM COMPANY (jointly)

and severally liable),)

Defendants)

2023 FEB 16 PM 5:05
LEAH GUERIN DUFFEE
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

To the Honorable Judge Daniel Coble, it is with great joy, hope and anticipation that I can come before you sir, and to write this letter in response to the defendant's second attempt to get this complaint dismissed.

Courts recognize three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." *Hutchinson v. Staton*, 994 F.2d 1076, 1081 (4th Cir. 1993).

I would like to inform and remind you of the issues concerning this case. First, sir, you are not accurate in your statement that this complaint is

*cc:
G.C.*

SM

exactly the same as the one of 10- 7- 2022 that came before Judge Young, I believe that statement came from the defendant. Second, this was the defendant not telling the truth about what was stated and presented at the hearing of the first and second hearing to consider dismissal, in both hearing I stated and presented documents that clearly proved the things and statements and argument the defendant presented was not accurate, consistent, and concocting was not true. I also stated that I have a second date of false documents on 5-27-2021. The defendant's concerns were on both dismissals, is exactly the same, but I have given everything and more to prove that none of his reasons for dismissal was accurate and true. "(1) the defendant was not served properly, (2) the statute of limitation, (3) that home telephone did not have a contract with me." Also, I have requested that the judge don't allow the defense lawyer to write the judge's order of the hearing, because that happen the last time, and when that happened the defense lawyer is not being honest and true to what took place in that hearing, he left out the key things I presented and he was biased toward the facts, and he draws his own conclusions. Your Honor, This new complaint is a new complaint and it have been served properly; it never was a statue issue. On January 11, 2021, I came before Judge Roger Young, with two motions (Case No: 2019-CP-08-00424). One was to extend the deposition period so I could depose two people, and one of the two was Mr. Willam S. Helmly, President, and CEO of Home Telecom Company. The second motion was to add Home Telecom Company to the Lawsuit that I had against State Farm, as a co-conspirator, because Home Telecom was helping State Farm to cover their crime of forgery, where State Farm forge my name on documents. During the virtual hearing of the case, He granted both motions. This case against Home Telecom that is before you today is because Home Telecom has refused to provide my full accurate telephone records that I requested and on three separate occasions and paid for. I had requested my records multiple times because the records Home Telecom provided showed no calls between myself and State Farm. However, when my phone records were provided to me by State Farm's records showed that I called many times. Further, I have received letters from State Farm's corporate and local offices wherein they stated I called multiple times. The S.C. Department of Insurance contacted State Farm Agency and State Farm stated to the Department of Insurance that I had made multiple

calls to the local and corporate offices. This proves that calls were made because State Farm's records and letters showed they had received these calls, but Home Telecom's records did not show I made any calls to State Farm from March 1-May 31, 2017. My phone records are important to validate that I spoke to State Farm representatives which are needed to win my case.

I presented this information to Judge Young during the January 11, 2021, hearing and He granted my motion to add Home Telecom as a co-conspirator and to depose Mr. William S. Helmly, which I did. In the deposition, Mr. Helmly revealed that he and State Farm Agent, Mrs. Peggy Pinnell were neighbors. He also stated that when calls are made, they are permanently stored in the company's server. Despite this, Home Telecom to this day has refused to provide me with my full, accurate telephone records. This is fraud/bad faith and breach of contract, violation of privacy, a federal crime, and an obstruction of justice.

Your Honor, I hope that you will allow me to proceed with this case to hold Home Telecom accountable for their crime and misconduct. I'm submitting this letter asking you sir, to please not reconsider your ruling to dismiss my complaint against Home Telecom and Mr. William Helmly. At that hearing on 7-19-2022, I provided sufficient explanation and proof, and two exhibits, and certified mailed. The Order that was send to me on 8-8-2022, of that hearing (2021-CP-08-02709) ruling did not reflect or acknowledge anything that show that I was even present and certainly, not any of my proofs and exhibits. Sir, that Order that was written seem to have been written up by the opposing counsel, as to a repeat to what was done on 1-11-2021, hearing when Judge young allowed the opposing party to write up the form 4 and the Order, where they change his ruling of one of my motions, he 6granted and changed one to denied. It seems like it has happened a third time, because that Order that was written on 8-8-2022, have almost the identical things in it as to what the opposing party presented in memorandum and brief, even down to the foot notes. Your Honor Daniel Coble, your Order and dismissal is stating the very same things the first dismissal did with the same papers that have the court dates stamped on then from 8-82022 and 11-16-2022 before Judge Young, how can this be you considering what I have present before you sir, when it look like did not look or listing to the CD disk or paperwork's I

has as exhibits. In my **CONCLUSION**, I'm asking you to please reconsider and Denied this Motion of the defendant, to dismiss my case against HOME TELECOM AND WILLIAM HELMLY.

From the Desk of Joe Clemons



By: Joe Clemons

Pro Se Litigant

E-Mail: clemonswelding1@gmail

2202 Addidas St.

Eutawville, SC 29048

(843) 753-7007

February 16, 2023.

STATE OF SOUTH CAROLINA

COUNTY OF Berkeley

Joe Clemons

Plaintiff,

vs.

William S. Helmly, President
CEO, Home Telecom Company
(Jointly & Severally Liable)

Defendant.

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT

CASE NO.: 2022-CP-08-02427

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff's Attorney:

Joe Clemons, Bar No. _____

Address:

2202 Addidas St, Eutawville, SC 29924

Phone: 803-753-7007 Fax _____

E-mail: Clemons@hsc.com

Defendant's Attorney:

Address:

Phone: _____

E-mail: _____

2023 FEB 16 PM 5:05
LEAH QUERRY, NO. 1000
CLERK OF COURT
BERKELEY COUNTY, SC

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS II and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Reconsideration of Ruling

Estimated Time Needed: _____

Court Reporter Needed: ☐ YES/ ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order.

I hereby move for relief or action by the court as set forth in the attached proposed order.

Joe Clemons
Signature of Attorney for ☐ Plaintiff / ☐ Defendant

2-16-, 2023
Date submitted

SECTION III: Motion Fee

- ☐ PAID - AMOUNT: \$ _____
☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____

Date: _____, 2023

CLERK'S VERIFICATION

Collected by: [Signature]

Date Filed: 2/16/, 2023

- ☐ MOTION FEE COLLECTED: \$ 25.00
☐ CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY) IN THE COURT OF COMMON PLEAS
JOE CLEMONS) NINTH JUDICIAL CIRCUIT
) Civil Action No. 2021-CP-08-02709
Plaintiff,)

Vs.

PLAINTIFF'S MOTIOM REQUESTING
JUDGE YOUNG RECONSIDER HIS RULING
OF 8-8-2022, ON

DEFENDANT'S MOTION TO DISMISS)
WILLIAM S. HELMLY, PRESIDENT & CEO,)
HOME TELECOM COMPANY (jointly)
and severally liable),)
Defendants)

FILED
2022 AUG 31 PM 4:39
CLERK OF COURT
BERKELEY COUNTY, SC

To the Honorable Judge Roger Young, it is with great joy, hope and anticipation that I can come before you sir, and to write this **Reconsideration and Request** to inform and remind you of the issues concerning this case. On January 11, 2021, I came before you with two motions (Case No: 2019-CP-08-00424). One was to extend the deposition period so I could depose two people, and one of the two was Mr. Willam S. Helmly, President, and CEO of Home Telecom Company. The second motion was to add Home Telecom Company to the Lawsuit that I had against State Farm, as a co-conspirator, because Home Telecom was helping State Farm to cover their crime of forgery, where State Farm forge my name on documents. During the virtual hearing of the case, you granted both motions. This case against Home Telecom that is before you today is because Home Telecom has refused to provide my full accurate telephone records that I requested on three separate occasions and paid for. I had requested my records multiple times because the records Home Telecom provided showed no calls between myself and State Farm. However, when my phone records were provided to me by State

cc: J.C.

SPH

Farm's records showed that I called many times. Further, I have received letters from State Farm's corporate and local offices wherein they stated I called multiple times. The S.C. Department of Insurance contacted State Farm Agency and State Farm stated to the Department of Insurance that I had made multiple calls to the local and corporate offices. This proves that calls were made because State Farm's records and letters showed they had received these calls, but Home Telecom's records did not show I made any calls to State Farm from March 1-May 31, 2017. My phone records are important to validate that I spoke to State Farm representatives which are needed to win my case.

I presented this information to you during the January 11, 2021, hearing and you granted my motion to add Home Telecom as a co-conspirator and to depose Mr. William S. Helmly, which I did. In the deposition, Mr. Helmly revealed that he and State Farm Agent, Mrs. Peggy Pinnell were neighbors. He also stated that when calls are made, they are permanently stored in the company's server. Despite this, Home Telecom to this day has refused to provide me with my full, accurate telephone records. This is a breach of contract, violation of privacy, a federal crime, and an obstruction of justice.

Judge Young, I hope that you will allow me to proceed with this case to hold Home Telecom accountable for their crime and misconduct. I'm submitting this motion asking you sir, to please reconsider your ruling of Aug. -8-2022, wherein you ruled to dismiss my complaint against Home Telecom and Mr. William Helmly. At that hearing on 7-19-2022, I provided sufficient explanation and proof, and two exhibits, and certified mailed. The Order that was send to me on 8-8-2022, of that ruling did not reflect or acknowledge anything that show that I was even present and certainly not any of my proofs and exhibits. Sir, that Order that was written seem to have been written up by the opposing counsel, as to a repeat to what was done on 1-11-2021, hearing when you allowed the opposing party to write up the form 4 and the Order, where they change your ruling of one of my motions you granted and changed one to denied. It seems like it has happened again, because that Order that was written on 8-8-2022, have almost the identical things in it as to what the opposing party presented in memorandum and brief, even down to the foot notes. So, in my **CONCLUSION**, I'm asking you to please reconsider that Ruling and Order that was made on 8-8-2022 and Denied that Motion to dismiss my case against HOME TELECOM AND WILLIAM HELMLY.

From the Desk of Joe Clemons

By: Joe Clemons


Pro Se Litigant

E-Mail: clemonswelding1@gmail

2202 Addidas St.

Eutawville, SC 29048

(843) 753-7007

August 30, 2022.

STATE OF SOUTH CAROLINA

COUNTY OF

Berkeley

Joe Clemens

Plaintiff,

vs.

William S. Helmly, President & CEO, Home Telecom Company (Jointly) and Severally liable,

Defendant.

IN THE COURT OF COMMON PLEAS
9th JUDICIAL CIRCUIT

CASE NO.: 2021-CP-08-02709

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff's Attorney:

Joe Clemens Pro Se Bar No. none

Address:

2202 Addidas St, Eutawville, SC

Phone: 843-753-7007 Fax: 29048

E-mail: Clemenswelding@gmail.com

Defendant's Attorney:

Address:

Phone:

E-mail:

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and II)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Asking Judge Young to Reconsider His Ruling of 8-8-22

Estimated Time Needed: 5 hr

Court Reporter Needed: ☒ YES ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Joe Clemens

Signature of Attorney for ☒ Plaintiff / ☐ Defendant

8-31-22, 2022
Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25.00

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____

Date: _____, 20

CLERK'S VERIFICATION

Collected by: (Signature)

Date Filed: 8/31/2022, 2022

- ☒ MOTION FEE COLLECTED: \$ Cash 25.00
☐ CONTESTED - AMOUNT DUE: \$ _____

Two Exhibits
As follows, that
was handed to the
Judge on 7-18-2022
at hearing.

March 18, 2020

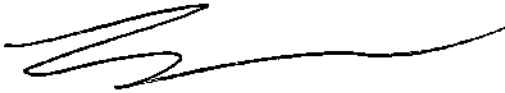
Joe A. Clemons
2202 Addidas Street
Eutawville, SC 29048

Dear Mr. Clemons,

This letter is to inform you that Home Telecom has reviewed our internal systems, processes, and controls. We have found no evidence of external or internal intrusion or tampering in our systems. We believe the data we provided to you in March of 2018 is complete and accurate.

We have spent considerable time, effort, and expense in conversation with you and in investigating per your request. Any subsequent requests related to this issue will require a valid subpoena.

Sincerely,



William S. Helmly
President & CEO
Home Telecom

Exhibit 2

Page 52 of 114

038 Policyowner/Insured, Joe Clements, called to find out the details of the policy he was under the understanding that after 15 years he would have a paid up policy and would be able to take the cash out and not have a loan but still have a paid up policy advised the cash value would have to be taken as a loan

18 10 yr certain Belinda Policyowner/Insured, Joe, called to ask questions regarding policy loans, advised based off guaranteed cv, discussed guaranteed and non-guaranteed values. Any outstanding deducted from death benefit. Advised loan int billed annually. He is not required to pay loan back but we do suggest loan int is paid to keep policy from lapsing. Current int rate is 5.5%. Int rate is variable. Trans to Belinda, loan or assistance with annuitizing.

Specy 2805-9088 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on orig pol. can't add WPD rider to this 15 pay life. could do a COP to a pay life to add WPD. would be fully underwritten. and needed signed since RL noted yes WPD but couldn't be issued on pol w/o app and und.

ISTINA WYNHAM, 40-1913, 1/34665386 wants to reinstate. 70.90, 4/25 A/S CHRISTINA WYNHAM, 40-1913 1/2605-9088, cash value

ISTINA WYNHAM, 40-1913 walked her to paid in advance tool thru abs for a new business app she want's 100% sure of the amount or coverage that was desired, wanted current MI emailed to her at [A3V]

son, Policyowner/Insured verified by telr & regarding decreasing the DB and how that will affect the CV earning in the future. LF-2806-1344 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run or other products. LF-2805-9088 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run quotes for other products.

then called 40-1913, advised that how the dividends work. Current option is account, advised that dividend's sit on policy at cash and earn interest. They can be taken out at any time, or they are paid to beneficiaries at the death of the insured in addition to the face amount. They are a separate number from the cash value, which is the value of the base policy.

Clements verified request in force illustration to be mailed. verified address.

led in regarding why he did not get WPD. I advised on the original app (1573-9762) it was not applied for, but on Term Conversion (2805-9088) it was denied due to Rheumatoid Arthritis. Joe had specific questions, so I him to call his agent for further assistance.

ISTINA WYNHAM, 40-1913, calling in regards to seeing why the wpd was declined. RA *This never happen a big lie, and what is the date*

IGY PINNELL, 40-1913, LF-2805-9088 called to get copy of app that showed where the PO/PI applied for WPD. Advised that previous rep that spoke to PO/PI advised that it was not on original app but when the PO/PI did a version on this policy the request was to have WPD. There is a signed AMD on this policy that advised PO/PI was aware that they issued without WPD. Sent AO copy of RL submitted with WPD requested.

son, PO verified, 1/28059088 Clements.wynham1@gmail.com Joe Clements, PO verified, LF-2805-9088 Asking if WPD was on policy? adv. no, adv. there is a signed AMD stating it issued with no WPD. Asking how much is approx. would PO have at 15 years of having policy \$35,081. Cash value after 15 years \$180,058. Based on what PO pays now and at the end of 15 years will have paid \$52,45.00. Joe Clements, PO verified, LF-2806-1344 Called At the end of the 15 years what will be approx. cash value \$28,036.00 and accum dividends: \$2052.00. Based on what PO pays now and at the end of 15 years will have paid \$31,321.00

son, P/O LF-2805-9088 received as a sup. P/O is wanting to know why WPD not on policy and was under impression that it was on the original policy and then got denied once TC was issued. Per notes looks like never original app and then put it on there on TC app and was denied. I explained would get to a 7/1 to review and see what we can do and follow up with him.

son, JNDY spoke w/ Patrick Daniels yesterday, he said Patrick called him back and requested that he call in. I adv I can't assist with his policy since I am in the Health Response Center. I can get him to a supervisor but not line CV or I could get him to the LAC to assist. He disconnected the call.

ISTINA WYNHAM, 40-1913, calling to see what a supervisor advised the notes that were left from the supervisor. I also advised that it is subject to underwriting he may be approved and he may not be approved.

IGY PINNELL, 40-1913, are we able or willing to write a letter to the PI from our legal department to advise that the contract on the original term application LF-2573-9762 and TC app/existing policy LF-2805-9088 are legally documents and that we cannot make an exception to go back and add WPD, even if new policy LF-3597-7997 has the rider? The agent is being harassed and has been threatened with legal action, looking for guidance or a to effectively allude the insured if possible.

son, PO called because this number was on his caller ID. Located policy numbers during alpha search. There is WPD on LF-3597-7997, but not on LF-2805-9088. The notes under LF-2805-9088 indicate a rep called and left a with her direct number which I do not have access to. He was driving and didn't check his messages. Just called the number that showed on his caller ID.

son, LF-2805-9088, FULLY VERIFIED PO - Calling to determine on the policy what the interest rate on the dividends is, adv currently showing 3.5% on his annual notice. 1/28061344 ADAS - SR4F for WPD claim. Wanting to Public Affairs

MONS PO verified LF-2805-9088 - Total accum divs = \$13,321.53. Loan avail = \$49,348.32, no TG. Variable 5% interest rate. Interest accrues daily, but billed once a year annually. Thinking abt taking \$25K. Advised 5% of \$25K is \$1,250 that would be billed in interest. This does not assume loan repayments are being made. If events made, loan interest billed decreases. Confirmed does not have to be all loan, can split between divs & loan. Verified guaranteed CV rate. An statement shows accum divs at 3.5%. Was in the middle of explaining that accum divs do not equal or affect the CV so earns at a diff percentage (current/guaranteed) - phone cut out in middle of to call back on 8/1

MONS confirmed PO 1/28059088 confirmed \$13,321.53 accumulated dividends which earn 3.5% interest. Interest on accumulated dividends per proposal not less than 3% and currently earn 3.6% loan interest 5% per current rates and non-guaranteed values

X TAJIKENLEY, 40-1397, wanting to know the interest rate on the loan: adv 5% wanting to know what interest rate is on the accumulated dividends adv 3.6%

MONS PO (VER) called on 2 policies LF-2805-9088 adv annual notice sent out 21 days prior to annl (5/7/18), will be mailed out around 5/16 LF-3597-7997 adv annual notice sent out 21 days prior to annl (8/22/18), will be around 8/1, no divs currently

MONS PO verified LF-2805-9088 PO wanted the CSV 74728.95 TG off 5/7/18 if surrendered it cannot be reinstated. PO asked about interest rates. Advised the policy interest rate for acc divs is not less than 3% per the illustration - he is certain he saw something that said it could be as much as 6%. But he is not able to locate the paper. Found revised illustration in imaging 7/7/10. He wanted a copy of the revised illustration to be faxed to agt #243-737-7024 - SR to SBL-WKREQ-LAC-APD **TJAPD RE: PO is requesting a copy of the RL generated 07/07/2010 in ISET, but a regular PPR w/no changes should display the same information. Please mail to address. Faxing the illustration may not follow our guidelines. Will be mailed to address on file.

IGY PINNELL, 40-1913, Please place a note on policy that PI is to be dealing w/ Life Co directly and not going through agent. Agt indicates that PI has been threatening to her, her family, staff, belongings, and obtained an /to try to sue the agent. Act also indicates that PI has been trying to get SS disability benefits since 2006. Sent Siebel email to CLAIMS

MONS verified as PO find out what is the values in my life insurance 1/28051344 \$159.05 accumulated dividends, 11,174.27 available as a loan 1/35977997 \$150 accumulated dividends; \$15,414.81 1/28059088 \$16,009.50 related dividends: \$67,566.93 available as a loan, 84061.45 Once terminated it can not be reinstated and there is no taxable gain.

CLEMENTS verified; 1/28059088; 15 PL; loan available as of 4/18/19 Maximum loan available: \$67,594.51. Taxable gain: \$0.00. Annual loan interest will be charged. PO informs relationship with AO is not well; PO inform of claimed by agent. Review annual interest rate of 5%, along with establishing loan billable. PO inform of expediting money; advise PO to submit RL part A and F for ACH direct deposit. PO will follow up with AO

MONS PO verified, LF-2805-9088 wanting to know what divs are avl for him to take but, I adv there are accounts of \$15,009.50. I adv should request the funds through the agt office. Wants his policy to be transferred to a agency. Transferred him to the agent selection line. LF-2806-1344 wanting to know what funds are avl on the policy. I adv there are accounts of \$1,159.05 and a loan avl of \$11,347.12. I adv should request through agt

MONS PO fully verified has been trying for several weeks to transfer policies to new agt, this has not been done so was wondering when it will be completed I advised PO that I would send request up to a TM to verify what was ng with req to change servicing agt as per trf note 02-25 any contact by PO needs to be sent to Compliance Rachael Gomez (OSHQ) sent Siebel e mail

CLEMENTS verified: lost the call when trying to get the number to Agent Assignment

IGY PINNELL, 40-1913, how AMD form was sent to Insure. Reach out to Help desk and Sara is going to call her. Agent is okay with getting a call back.

EGGY PINNELL (40-1913) called for the special monthly premium with WPD. I advised approximately \$882.85.

ISTINA WYNHAM, 40-1913, 1/28059088 transferred to life compliance

038 A/S MELISSA OYANIS, 40-1913, calling to state agt is requesting copy of rl from 7/7/2010 be emailed to her. emailed to a/s

VERIFIED, inquired when he will receive annual notice. Adv'd notice will be generated mid-May. Inquired about guaranteed rate. Adv'd acc div guaranteed is 3%. Adv'd interest on acc div being earned is currently 3.5%.

NAME	STATUS	CONTACT	DATE	REMARKS
LUNDQVIST	Archived	LRC Workgroup	MEMB	LEIDA
BOYCE	Archived	LRC Workgroup	QABA	BOYCE
SMICHEZ	Archived	LRC Workgroup	SBA	CHRISTINE
FEIGHTNER	Archived	LF-RC-PHONE-ONLY	AGYE	FEIGHTNER
STEPHENS	Archived	LF-RC-PHONE-ONLY	FAQD	LEIDA
BOXER	Archived	LF-RC-PHONE-ONLY	UCKR	SHARINA
WEBB	Archived	SBL-PHONE-LRC-TERS	AMNU	WEBB
TOOMEY	Archived	SBL-PHONE-LRC-TERS	YBFG	TOOMEY
CAUST	Archived	SBL-PHONE-LRC-TERS	YBFG	CAUST
BEHNER	Archived	SBL-PHONE-LRC-TERS	CKOB	BEHNER
DECKARD	Archived	SBL-PHONE-LRC-TERS	YBFG	DECKARD
AYCOCK	Archived	SBL-PHONE-LRC-TERS	YBFG	AYCOCK
DANIELS	Archived	SBL-PHONE-LRC-TERS	YBFG	DANIELS
RIBBEL	Archived	SBL-PHONE-LRC-TERS	YBFG	RIBBEL
MOPECK	Archived	SBL-PHONE-LRC-TERS	YBFG	MOPECK
STEVENS	Archived	SBL-PHONE-LRC-TERS	YBFG	STEVENS
LINDSEY	Archived	SBL-PHONE-LRC-TERS	YBFG	LINDSEY
VANGORDER	Archived	SBL-PHONE-LRC-TERS	YBFG	VANGORDER
SABZEYARI	Archived	SBL-PHONE-LRC-TERS	YBFG	SABZEYARI
BLESSENBAUGH	Archived	SBL-PHONE-LRC-TERS	YBFG	BLESSENBAUGH
HARDING	Archived	SBL-PHONE-LRC-TERS	YBFG	HARDING
BROVNI	Archived	SBL-PHONE-LRC-TERS	YBFG	BROVNI
SABZEYARI	Archived	SBL-PHONE-LRC-TERS	YBFG	SABZEYARI
HAYZUS	Closed	SBL-PHONE-LRC-TERS	YBFG	HAYZUS
PARKER	Closed	SBL-PHONE-LRC-TERS	YBFG	PARKER
HARRIS	Closed	SBL-PHONE-LRC-TERS	YBFG	HARRIS
MORGAN	Closed	SBL-PHONE-LRC-TERS	YBFG	MORGAN
HETTK	Closed	SBL-PHONE-LRC-TERS	YBFG	HETTK
MOYER	Closed	SBL-PHONE-LRC-TERS	YBFG	MOYER
RAVUSH	Closed	SBL-PHONE-LRC-TERS	YBFG	RAVUSH
PERKINS	Closed	SBL-PHONE-LRC-TERS	YBFG	PERKINS
FRANCO	Closed	SBL-PHONE-LRC-TERS	YBFG	FRANCO
RAUBER	Closed	SBL-PHONE-LRC-TERS	YBFG	RAUBER
SOWARD	Closed	SBL-PHONE-LRC-TERS	YBFG	SOWARD

2805-9088 Policyowner/insured, Joe Clemons, called to the details of the policy he was under the understanding that after 15 years I have a paid up policy and would be able to take the cash value back out and not have a loan but still have a paid up policy advised the cash value would have to be taken as a loan
2805-9088 10 year term Belinda Policyowner/insured, Joe, called to ask questions regarding policy loans, advised based off guaranteed cv, discussed guaranteed and non-guaranteed values. Any outstanding loan is deducted from death benefit. Advised loan int billed annually. He is not required to pay loan back but we do suggest loan int is paid to keep policy from lapsing. Current int rate is 5.6%. Int rate is variable. Trans to Belinda, Values floor or assistance with annuitizing.
40-1913 Peggy 2805-9088 2573-9762 Agent, Peggy Pinell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on orig pol, can't add WPD rider to this 15 year life, could do a COP to a new 15 year life to add WPD, would be fully underwritten, and needed signed since RL noted yes WPD but couldn't be issued by pol w/o app and und.
A/S CHRISTINA WYNIDHAM, 40-1913, 1134655386 wants to reinstate, 70.90, 425 A/S CHRISTINA WYNIDHAM, 40-1913 112805-9088, cash value
A/S CHRISTINA WYNIDHAM, 40-1913 wanted her to paid in advance tool thru abs for a new business app she wasn't 100% sure of the amount or coverage that was desired wanted current ill emailed to her at (143V)
Joe Clemons, Policyowner/insured verified by tel & regarding decreasing the DB and how that will affect the CV earning in the future. LF-2106-1344 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run quotes for other products. LF-2805-9088 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run quotes for other products.
A/S Christina called 40-1913, advised that how the dividends work. Current option is to receive dividends on policy as cash and earn interest. They can be taken out at any time, or they are paid to her at the death of the insured in addition to the face amount. They are a separate number from the cash value, which is the value of the base policy.
P/O Joe Clemons verified request for force illustration to be mailed, verified address
P/O called in regarding why he did not get WPD. I advised on the original app (2573-9762) it was not applied for, but on Term Conversion (2805-9088) it was denied due to Rheumatoid Arthritis. Joe had specific questions, so I advised him to call his agent for further assistance.
A/S CHRISTINA WYNIDHAM, 40-1913, calling to inquire why the WPD was declined. RA. *This never happens a big lie, and what is the debt the rate*
Agt, PEGGY PINELL, 40-1913, LF-2805-9088 called to get copy of app that showed where the P/O applied for WPD. Advised that previous rep that spoke to P/O advised that it was not on original app but when the P/O did a term conversion on this policy the request was to have WPD. There is a signed AMD on this policy that advised P/O/P was aware that they insured without WPD. Sent AO copy of RL submitted with WPD requested.
Joe Clemons, PO verified, 1128059088 clemonsjoel@comcast.net Joe Clemons, PO verified, LF-2805-9088 Asking if WPD was on policy? Adv. no, adv. there is a signed AMD stating it issued with an WPD. Asking how much dividends approx. would PO have at 15 years of having policy \$35,081. Cash value after 15 years \$120,058. Based on what PO pays now and at the end of 15 years will have paid \$152,450.00 Joe Clemons, PO verified, LF-2805-1344 Called to verify at the end of the 15 years what will be approx. cash value: \$18,036.00 and accum dividends: \$20,520.00. Based on what PO pays now and at the end of 15 years will have paid \$31,321.00
Joe Clemons, P/O LF-2805-9088 received as a Sup. Exec. PO is wanting to know why WPD not on policy and was under impression that it was on the original policy and then got denied once TC was issued. Per notes looks like never was on original app and then put it on there on TC app and was denied. I explained would get in a 7/11 to review and see what we can do and follow up with him.
Joe Clemons, INS. Spoke w/ Patrick Daniels yesterday, he told P/O called him back and requested that he call in. Adv. can't assist with his policy since I am in the Health Response Center, I can get him to a supervisor but not Patrick directly, agt could get him to the LAC to assist. He disconnected the call.
A/S CHRISTINA WYNIDHAM, 40-1913 calling to see what a supervisor advised the notes that were left from the supervisor I also advised that it is subject to underwriting he may be approved and he may not be approved.
Agt, PEGGY PINELL, 40-1913 are we able to write a letter to the PI from our legal department to advise that the contents on the original term application LF-2573-9762 and TC app/advising policy LF-2805-9088 are legally binding documents and that we cannot make an exception to go back and add WPD, even if new policy LF-2597-7997 has the rider? The agent is being harassed and has been threatened with legal action, looking for guidance or a solution to effectively silence the insured if possible.
Joe Clemons (PO) called because this number was on his caller ID. Located policy numbers during alpha search. There is WPD on LF-3597-7997, but not on LF-2805-9088. The notes under LF-2805-9088 indicate a rep called and left him a vrn with her direct number which I do not have access to. He was ending and didn't check his messages, just called the number that showed on his caller ID.
Joe Clemons LF-2805-9088 FULLY VERIFIED PO - Calling to determine on the policy what the interest rate on the dividends is, adv currently showing 5.6% on his annual notice. 1128051344 AUAS - SRIF for WPD claim. Wanting to speak w/ Public Affairs?
JOE CLEMONS PO verified, LF-2805-9088 - Total accumulated = \$13,571.53, loan avail = \$49,348.32, no TG. Variable 5% interest rate. Interest accrues daily, but billed once a year on anniv. Thinking about adding \$25K. Advised 6% of \$25K is approx. \$1,250 that would be billed in interest. This does not assume loan repayments are being made. If payments made, loan interest billed decreases. Confirmed does not have to be all loan, can split between divs & loan. Verified loan 4% guaranteed CV rate. An statement shows accum divs at 3.5%. Was in the middle of explaining that accum divs do not equal or offset the CV so came at a diff percentage (current/guaranteed) - phone cut out in middle of convo. He call back please.
JOE CLEMONS confirmed PO 1128059088 - confirmed \$13,571.53 accumulated dividends which earn 5.6% interest. Interest on accumulated dividends per proposal not less than 5% and currently earn 5.6% loan interest 5% variable per current rates and non-guaranteed values.
Agt JACK TANKERSLEY, 40-1913, wanting to know the interest rate on the loan, adv 5% wanting to know what interest rate is on the accumulated dividends adv 5.6%
JOE CLEMONS PO (VER) called on 2 policies LF-2805-9088 adv annual notice sent out 21 days prior to anniv (6/7/16), will be mailed out around 5/16 LF-3597-7997 adv annual notice sent out 21 days prior to anniv (8/21/16), will be sent out around 8/1, no divs currently
JOE CLEMONS PO verified LF-2805-9088 PO wanted the CV 7471.95 76-0 all 5/7/16 If surrendered it cannot be reinstated. PO asked about interest rates. Advised the policy interest rate for acc divs is not less than 3% per the revised illustration - he is certain he saw something that said it could be as much as 6%. But he is not able to locate the paper. Found revised illustration in Imaging 7/7/16. He wanted a copy of the revised illustration to be faxed to him at fax 814-753-7024 SR to SBC-WINKREQ-LAC-APD *TZAPD RE: PO is requesting a copy of the XSI generated 07/07/2010 in ISBT, but a regular PPR w/o changes should display the same information. Please mail to address on file as faxing the illustration may not follow our guidelines. Will be mailed to address on file.
Agt, PEGGY PINELL, 40-1913, Please place a note on policy that PI is to be dealing w/ Life Co directly and not going through agent. Agt indicates that PI has been threatening to her, her family, staff, belongings, and obtained an attorney to try to sue the agent. Agt also indicates that PI has been trying to get SS Disability benefits since 2006. Sent Siebel email to CLAIMS
JOE CLEMONS verified as PO find out what is the values in my life insurance 1128061344 \$159.05 accumulated dividends; 11,174.27 available as a loan 115977997 31.50 accumulated dividends; \$15,414.61 1128059088 \$16,009.50 accumulated dividends; \$67,556.93 available as a loan 184061.45 Once terminated it can not be reinstated and there is no taxable gain.
PO JOE CLEMONS verified 1128059088; 15 PL; loan available as of 4/18/19 Maximum loan available: \$67,594.51. Taxable gain: \$0.00. Annual loan interest will be charged. PO informs relationship with AO is not well; PO informs of being chastised by agent. Review annual interest rate of 5%, along with establishing loan billable. PO inform of expediting money; advise PO to submit RL part A and F for ACH direct deposit. PO will follow up with AO
JOE CLEMONS, PO, verified, LF-2805-9088 wanting to know what divs are avl for him to take out. I adv there are accums of \$16,009.50. I adv should request the funds through the agt office. Wants his policy to be transferred to a different agency. Transferred him to the agent selection line. LF-2805-1344 wanting to know what funds are avl on the policy. I adv there are accums of \$1,159.05 and a loan avl of \$11,247.71. I adv should request through agt office.
JOE CLEMONS PO fully verified has been trying for several weeks to transfer policies to new agt, this has not been done so was wondering when it will be completed I advised PO that I would send request up to a TM to verify what was happening with req to change servicing agt as per trio note 02-28 any contact by PO needs to be sent to Compliance Rachael Gomez (OSHQ) sent Seibel email
PO JOE CLEMONS verified - Lost the call when trying to get the number to Agent Assignment
Agt, PEGGY PINELL, 40-1913, how AMD form was sent to insure. Reach out to Help desk and Sara is going to call her. Agent is okay with getting a call back.
Agent, PEGGY PINELL (40-1913) called for the special monthly premium with WPD. I advised approximately \$682.85.
A/S CHRISTINA WYNIDHAM, 40-1913 1128059088 transferred to life compliance
1128059088 A/S MELISSA OWENS, 40-1913, calling to state agt is requesting copy of rbl from 7/2010 be emailed to her. emailed to e/s
Joe, PO VERIFIED, inquired when he will receive annual notice. Adv'd notice will be generated mid-May. Inquired about guaranteed rate. Adv'd acc div guaranteed is 3%. Adv'd interest on acc div being earned is currently 5.35%.

What was in that place.

1059 Policyowner/Insured, Joe Clemons, called to find out the details of the policy he was under the understanding that after 15 years he would have a paid up policy and would be able to take the cash out and not have a loan but still have a paid up policy advised the cash value would have to be taken as a loan

Common Pleas

Clerk : Leah Guerry Dupree

300 B California Avenue

Moncks Corner, SC 29461

Phone:(843) 719-4400 Fax:(843) 719-4509

Received From: Clemons, Joe
2202 Adiddas St.
Eutawville, SC 29048

Date: 8/31/2022
Receipt #: 6113515
Clerk: c08slovin

Paying for: Self
Transaction Type: Payment

Payment Type: Cash \$25.00

Total Paid: \$25.00

Reference #:

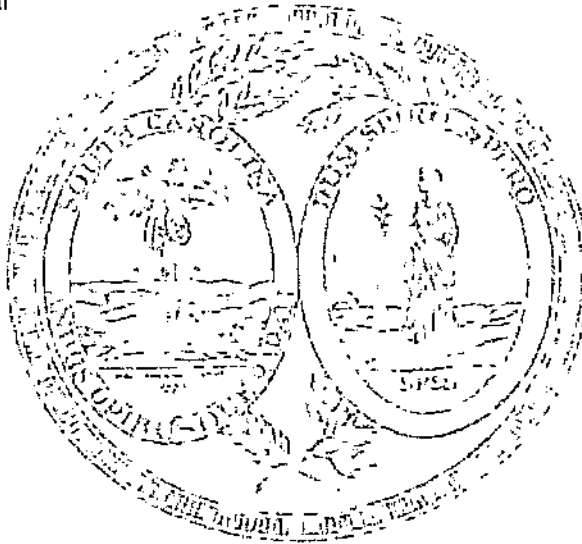
Comment:

Non-Refundable

You may check the status of your Berkeley case at:

<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2021CP0802709	Joe Clemons VS Home Telecom Company , defendant, et al	\$25.00	\$25.00	\$0.00



Total Cases:	1	\$25.00	\$25.00	\$0.00
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Plaintiff's Response to Defendant's Motion to Dismiss on 1-31-2022

Complaint

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
Joe Clemons)
)
Plaintiff,)
)
vs.)
)
William S. Helmly, President & CEO,)
Home Telecom Company,)
(jointly and severally liable),)
Defendants.)

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT

CASE NO. 2021-CP-08-02709

SUMMONS

2021 DEC 31 PM 4:22
LEAH GUERRY, CLERK OF COURT
BERKELEY COUNTY, SC

FILED

TO DEFENDANT ABOVE NAMED: and required to answer the Complaint in this action, a copy of which is herewith served upon you, and serve a copy of your Answer to the said Complaint on the Plaintiff/Pro Se Litigant Apologist, Joe Clemons, 2202 Addidas Street, Eutawville, SC 29048, within thirty (30) days after the service hereof, exclusive of the day of service, and if you fail to answer the Complaint with the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

Joe Clemons
12-31-2021

December 31, 2021

Joe Clemons
Pro Se Litigant Apologist
2202 Addidas Street
Eutawville, SC 29048
(843) 753-7007
(843) 906-1133 (Cell)
clemonswelding1@gmail.com

Pro Se Plaintiff

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
Joe Clemons,)
)
Plaintiff,)
)
vs.)
)
William S. Helmly, President & CEO,)
)
Home Telecom Company)
)
(jointly and severally liable),)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT

CASE NO. **20-21-CP-08-02709**

COMPLAINT

LEAH GUERRY DUNN
CLERK OF COURT
BERKELEY COUNTY, SC

2021 DEC 31 PM 4:22

FILED

TO: THE DEFENDANTS ABOVE NAMED

The Plaintiff, **Joe Clemons**, by and through himself as Pro Se Litigant/Apologist, complaining of the Defendants would respectfully show the court as follows:

PARTIES, JURISDICTION, AND VENUE

1. That **Joe Clemons** (hereinafter "Plaintiff") is a resident of Eutawville, SC, organized under the laws of Orangeburg County and the State of South Carolina.
2. That the Defendants, **William S. Helmly CEO of Home Telecom, Home Telecom Co.** (hereinafter collectively-referred to as "Defendant") upon information and belief, are licensed in South Carolina, as Home Telephone, LLC, doing business as Home Telecom Communications Services, and is organized under the laws of Berkeley County and the State of South Carolina.
3. That this Court has jurisdiction over the parties and subject matter of this action.
4. That at all times relevant herein the Defendants were acting by and through its duly qualified and authorized agents, employees, officers and/or directors, who were acting within the scope of authority in the court of their employment.

FACTUAL BACKGROUND

5. That the Plaintiff has been a customer with Defendant for over thirty (36) years.

- 6/8. That Defendant is a licensed and registered communication company who has been the Plaintiff's only land line communication provider for over thirty-six (36) years.
- 7/8. That in March of 2018, Plaintiff went to Home Telecom office to request a detail record of all calls that was made, by his land line number 843-753-7007, from March 1, 2017 to May 31, 2017.
- 8/8. That the copy of the detail calls record that was requested, had all the calls that was made, only all the calls that was made to State Farm Insurance Company Corp. offices, and all the calls made to Mrs. Peggy Pennell's local agency was missing, from March to May, that I needed to prove that I spoke to certain people on certain days.
- 9/10. That the calls made to State Farm Corp. Offices and Mrs. Pinnell local office was confirm and validated, by State Farm and Mrs. Pinnell by letters and statements from them.
- 10/11. That on March 18, 2020, (after going to Home Telecom on three (3) different occasions requesting, complaining, and telling them about the letters and proofs that I have to show that calls was made) Home Telecom sent me a letter stating that there is nothing wrong with their system and the copy of calls are accurate.
- 11/12. That on May 25, 2021, Mr. William Helmly was deposed and under oath stated that Peggy Pinnell was his neighbor and if any calls was made on my land line phone it is permanently recorded on their database or server.
- 12/13. That State Farm sent a CD recording of the calls made on May of 2021, to the Department of Insurance, proving that the calls were made by my land line phone number, but Home Telecom detail copy of my calls did not record or find those calls.

FOR A FIRST CAUSE OF ACTION
Breach of Contract

- 13 ~~19~~ That Plaintiff incorporates the allegations of paragraphs (1) through (12) above as if fully set forth verbatim.
- 14 ~~20~~ That a valid service contract exists between the Plaintiff and Defendant from June 1985 to present.
- 15 ~~21~~ That valuable considerations in terms of monies paid were being made to Home Telecom in exchange for Defendant's agreement to issue communication service.
- 16 ~~22~~ That Plaintiff has fulfilled all his obligations that were to be performed including paying of the monthly service charges.
- 17 ~~23~~ That Defendant failed to and refused to provide the Plaintiff an accurate detailed copy of his telephone record as requested by the Plaintiff during the period of March 1, 2017 to May 31, 2017 and again in May 2021. Defendant fraudulently and intentionally withheld, denied and omitted calls that were made.
- 18 ~~24~~ That Defendant has failed and refused to provide the accurate detailed copy of the telephone record and fraudulently supplied inaccurate telephone records, all while continuing to accept payment and fee from Plaintiff.
- 19 ~~25~~ That Defendant has therefore breached the contract.
- 20 ~~26~~ That these breaches were fraudulent, substantial and material.
- 21 ~~27~~ As a direct and proximate result of the Defendant's breach, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing expenses, costs, pain and suffering, punitive damages, Pro Se fees, interest, and such other incidental and consequential damages as related to the invasion of privacy.

FOR A SECOND CAUSE OF ACTION
Breach of Fiduciary Duty

- 22 ~~28~~ That Plaintiff incorporates the allegations of paragraphs (1) through (21) above as if fully set forth verbatim.

- 23 ~~30~~. That as a communications company, Defendant accepted the fiduciary duty to provide communication as an honest fair-dealing provider to all current and potential customers.
- 24 ~~31~~. That Plaintiff has been a customer with Defendant for over 36 years.
- 25 ~~32~~. That valuable considerations in terms of monies paid were being made to Home Telecom in exchange for Defendant's accurate and reliable service.
- 26 ~~33~~. As a direct and proximate result of the Defendant's breach, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing expenses, costs, pain and suffering, punitive damages, Pro Se fees, interest, and such other incidental and consequential damages as related to the invasion of privacy.

FOR A THIRD CAUSE OF ACTION
Negligence

- 27 ~~34~~. That Plaintiff incorporates the allegations of paragraphs (1) through (26) above as if fully set forth verbatim.
- 28 ~~35~~. That Defendant worked in collaboration to deny Plaintiff the proof needed to win his case against State Farm.
- 29 ~~36~~. That valuable considerations in terms of monies were paid to Home Telecom in exchange for Defendant to issue accurate telephone records.
- 30 ~~37~~. That Defendant owed a duty to act responsibly and reasonably in their communications with Plaintiff and others and in the denial and/or alternative options of the service, and to act responsibly reasonably in accordance with the contract and to properly record telephone call history.
- 31 ~~38~~. That Defendants failed to do so and have breached those duties, including but not limited to in the following particular:

72

- a. Failing to notify Plaintiff of reasons for the denial of his accurate phone records
- b. Failing to notify Plaintiff as to other alternatives to get his accurate phone records retrieved from Defendant's server database;
- c. Failing to ensure Plaintiff's protection by allowing agents or members of Defendant to intentionally and fraudulently supply inaccurate phone record;
- d. Failing to reimburse Plaintiff for supplying inaccurate phone records. The records Defendant provided omitted call records between Plaintiff and various State Farm agents between March 1 2017 to May 31 2017 and May 1 2021 to May 31 2021;
- e. Failing to have in place adequate policies and procedures to protect their customers; and
- f. Other such particulars as may be shown at trial.

32 42. As a direct and proximate result of the Defendant's negligence, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing expenses costs pain and suffering punitive damages Pro Se fees interest and such other incidental and consequential damages as related to the invasion of privacy.

FOR A FOURTH CAUSE OF ACTION
Negligent Misrepresentation

33 43. That Plaintiff incorporates the allegations of paragraphs (1) through (32) above as if fully set forth verbatim.

34 44. That Defendant made multiple false representations to the Plaintiff, outside of the contract, regarding his status as a customer of over 3 years.

35 45. That the Defendant had personal interest in making false representations, namely producing inaccurate phone call records to Plaintiff without his knowledge and/or consent, all in furtherance of the personal relationship at the detriment of the customer.

36 46. That the Defendant owed duties of care to the Plaintiff, as a reasonable person, to see that truthful information was communicated to the Plaintiff.

37 47. That the Defendant breached those duties by failing to exercise due care with regard to Plaintiff.

38 48. That the Plaintiff justifiably relied on the representations that Defendant should have made.

39 49. That Plaintiff has suffered pecuniary losses as a direct and proximate result of reliance on Defendant's accurate representations.

40 50. As a direct and proximate result of the Defendants' negligent misrepresentation, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing expenses costs pain and suffering punitive damages Pro Se fees interest and such other incidental and consequential damages as related to the invasion of privacy.

FOR A FIFTH CAUSE OF ACTION
Constructive Fraud

- 42 ~~63~~. That Plaintiff incorporates the allegations of paragraphs (1) through (40) above as if fully set forth verbatim.
- 42 ~~64~~. That in the event that the conduct of the Defendant should be determined to lack honesty of purpose or intent to deceive, the Plaintiff alleges that the Defendant knew or should have known that their conduct and representations were misleading the Plaintiff and that accordingly their conducts and representations constituted constructive fraud.
- 43 ~~65~~. That by Defendant intentionally not disclosing and/or withholding from the Plaintiff the fact that the records lacked an accurate representation, it is reasonable for one to assume that the omission of such fact was purposed with the intent that Plaintiff would believe the document was accurate and would stop his pursuit.
- 44 ~~66~~. That the Defendant and State Farm collaborated to withhold accurate records and proof, which is considered an obstruction of justice.
- 45 ~~67~~. As a direct and proximate result of the Defendant's constructive fraud, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing expenses, costs, pain and suffering, punitive damages, Pro Se fees, interest, and such other incidental and consequential damages as related to the invasion of privacy.

FOR A SIXTH CAUSE OF ACTION
Civil Conspiracy

- 46 ~~68~~. That Plaintiff incorporates the allegations of paragraphs (1) through (45) above as if fully set forth verbatim.
- 47 ~~70~~. That the Defendant combined in an unlawful manner, for an improper purpose, to cause harm to Plaintiff.
- 48 ~~71~~. That as a result of the Defendant's actions constituting civil conspiracy, the Plaintiff has suffered special damages.
- 49 ~~72~~. As a direct and proximate result of the Defendant's actions, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing expenses, costs, pain and suffering, punitive damages, Pro Se fees, interest, and such other incidental and consequential damages as related to the invasion of privacy.

FOR A SEVENTH CAUSE OF ACTION

Punitive Damages

- 9c
50 ~~82~~. That Plaintiff incorporates the allegations of paragraph (1) through (49) above as if fully set forth verbatim.
- 51 ~~83~~. That Plaintiff is entitled to receive from Defendant all monies paid for punitive damages and any other payments made as a result of the negligence of Defendant resulting in Plaintiff injuries and death, and Plaintiff is entitled to such as the trier of fact shall determine.

FOR AN TENTH CAUSE OF ACTION

Attorney Fees

- 52 ~~84~~. That Plaintiff incorporates the allegations of paragraph (1) through (51) above as if fully set forth verbatim.
- 53 ~~85~~. That Plaintiff has represented himself and is entitled to receive from Defendant all monies paid for attorney fees and any other payments made for bringing this action as well as their own attorney fees, should they require representation by counsel.

WHEREFORE, the Plaintiff prays this Honorable Court enter Judgment against the Defendant in favor of the Plaintiff, jointly and severally, as follows:

1. A trial by jury;

2. For actual, direct, indirect, special, resulting and consequential damages against the Defendants, jointly and severally, in an amount to be determined;
3. For punitive damages in an amount to be determined by the trier of fact;
4. For prejudgment interest and post judgment interest;
5. For all reasonable attorneys' fees and costs associated with this action;
6. For discovery under Code of Laws of South Carolina and the Rules of Civil Procedure.
7. For all other relief this Honorable Court deems just and proper.

Joe Clemons

Pro Se Litigant Apologist

2202 Addidas Street

Eutawville, SC 29048

(843) 753-7007

(843) 906-1133 (Cell)

clemonswelding1@gmail.com

Joe Clemons

December 31, 2021

~~January 1, 2022~~

Eutawville, SC

Common Pleas

Clerk : Leah Guerry Dupree

300 B California Avenue

Moncks Corner, SC 29461

Phone:(843) 719-4400 Fax:(843) 719-4509

Received From: Clemons, Joe
2202 Addiddas St.
Eutawville, SC 29048

Date: 12/31/2021
Receipt #: 6107792
Clerk: c08slovin

Paying for: Self
Transaction Type: Payment

Payment Type: Cash \$150.00
Total Paid: \$150.00

Reference #:
Comment:
Non-Refundable

You may check the status of your Berkeley case at:

<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2021CP0802709	Joe Clemons VS Home Telcom	\$150.00	\$150.00	\$0.00



Total Cases: 1	\$150.00	\$150.00	\$0.00
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COUNTY OF BerkeleyJoe Clemons
Plaintiff(s)

VS.

Home Telcom/William S. Helm
Defendant(s)Submitted By: Joe Clemons
Address: 2282 Addidas St
Eutawville, SC 29048

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2021-CP-08-02709SC Bar #: _____
Telephone #: 843-753-2324
Fax #: _____
Other: _____
E-mail: Clemonsweiding@gmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ General (130)
☒ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver/Warranty (160)
☐ Employment Discrim (170)
☐ Employment (180)
☐ Other (199) _____ | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 <u>NI</u> _____
☐ Notice/ File Med Mal (230)
☐ Other (299) _____ | Torts - Personal Injury
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399) _____ | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) _____ |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) _____ | Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) _____ | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Incapacitated Adult Settlement (790)
☐ Other (799) _____ | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) _____ |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) _____
☐ Sexual Predator (510)
☐ Permanent Restraining Order (680)
☐ Interpleader (690) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Pre-Suit Discovery (670) | | |

Submitting Party Signature: Joe ClemonsDate: 12-31-2021

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Joe Clemons

Plaintiff(s)

vs.

William S. Helmly / Home Telecom

Defendant(s)

Submitted By: Joe Clemons
Address: 2202 Addidas St
Eutawville, SC 29048

SC Bar #:

Telephone #:

Fax #:

Other:

E-mail:

Pro-Se843-753-7007ClemonsWelding@gmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

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NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|--|
| Contracts
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☐ Debt Collection (110)
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Previous Notice of Intent Case #
20 <u>-NI-</u>
☐ Notice/ File Med Mal (230)
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☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
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☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
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☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
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☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Incapacitated Adult Settlement (790)
☐ Other (799) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Sexual Predator (510)
☐ Permanent Restraining Order (680)
☐ Interpleader (690) | | | |
| ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Pre-Suit Discovery (670) | | | |

Submitting Party Signature: Joe ClemonsDate: 10-7-2022

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

Joe Clemons)

Plaintiff,)

vs.)

William S. Helmly, President & CEO,
Home Telecom Company,
(jointly and severally liable),)

Defendants.)

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT

CASE NO. 2022 CP-08-02427

SUMMONS

2022 OCT 10 AM 9:54
LEAH GUERRY DUPREE
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

TO DEFENDANT ABOVE NAMED: and required to answer the Complaint in this action, a copy of which is herewith served upon you, and serve a copy of your Answer to the said Complaint on the Plaintiff/Pro Se Litigant Apologist, Joe Clemons, 2202 Addidas Street, Eutawville, SC 29048, within thirty (30) days after the service hereof, exclusive of the day of service, and if you fail to answer the Complaint with the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

Joe Clemons
10-7-2022

Joe Clemons

Pro Se Litigant Apologist

2202 Addidas Street

Eutawville, SC 29048

(843) 753-7007

(843) 906-1133 (Cell)

clemonswelding1@gmail.com

Pro Se Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

Joe Clemons,
Plaintiff,

vs.

William S. Helmly, President & CEO,
Home Telecom Company
(jointly and severally liable),

Defendants.

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT

CASE NO. 20-22-CP-08-02427

COMPLAINT

2022 OCT 10 AM 9:54
LEAH GUERRY JUDGE
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

TO: THE DEFENDANTS ABOVE NAMED

The Plaintiff, Joe Clemons, by and through himself as Pro Se Litigant/Apologist, complaining of the Defendants would respectfully show the court as follows:

PARTIES, JURISDICTION, AND VENUE

1. That Joe Clemons (hereinafter "Plaintiff") is a resident of Eutawville, SC, organized under the laws of Orangeburg County and the State of South Carolina.
2. That the Defendants, William S. Helmly CEO of Home Telecom, Home Telecom Co. (hereinafter collectively referred to as "Defendant") upon information and belief, are licensed in South Carolina, as Home Telephone, LLC, doing business as Home Telecom Communications Services, and is organized under the laws of Berkeley County and the State of South Carolina.
3. That this Court has jurisdiction over the parties and subject matter of this action.
4. That at all times relevant herein the Defendants were acting by and through its duly qualified and authorized agents, employees, officers and/or directors, who were acting within the scope of authority in the court of their employment.

FACTUAL BACKGROUND

5. That the Plaintiff has been a customer with Defendant for over thirty (36) years.

- 6/7. That Defendant is a licensed and registered communication company who has been the Plaintiff's only land line communication provider for over thirty-six (36) years.
- 7/8. That in March of 2018, Plaintiff went to Home Telecom office to request a detail record of all calls that was made, by his land line number 843-753-7007, from March 1, 2017 to May 31, 2017.
- 8/9. That the copy of the detail calls record that was requested, had all the calls that was made, only all the calls that was made to State Farm Insurance Company Corp. offices, and all the calls made to Mrs. Peggy Pennell's local agency was missing, from March to May, that I needed to prove that I spoke to certain people on certain days.
- 9/10. That the calls made to State Farm Corp. Offices and Mrs. Pinnell local office was confirm and validated, by State Farm and Mrs. Pinnell by letters and statements from them.
- 10/11. That on March 18, 2020, (after going to Home Telecom on three (3) different occasions requesting, complaining, and telling them about the letters and proofs that I have to show that calls was made) Home Telecom sent me a letter stating that there is nothing wrong with their system and the copy of calls are accurate.
- 11/12. That on May 25, 2021, Mr. William Helmly was deposed and under oath stated that Peggy Pinnell was his neighbor and if any calls was made on my land line phone it is permanently recorded on their database or server.
- 12/13. That State Farm sent a CD recording of the calls made on May of 2021, to the Department of Insurance, proving that the calls were made by my land line phone number, but Home Telecom detail copy of my calls did not record or find those calls.

FOR A FIRST CAUSE OF ACTION
Breach of Contract

- 13 ~~19~~ That Plaintiff incorporates the allegations of paragraphs (1) through (12) above as if fully set forth verbatim.
- 14 ~~20~~ That a valid service contract exists between the Plaintiff and Defendant from June 1985 to present.
- 15 ~~21~~ That valuable considerations in terms of monies paid were being made to Home Telecom in exchange for Defendant's agreement to issue communication service.
- 16 ~~22~~ That Plaintiff has fulfilled all his obligations that were to be performed including paying of the monthly service charges.
- 17 ~~23~~ That Defendant failed to and refused to provide the Plaintiff an accurate detailed copy of his telephone record as requested by the Plaintiff during the period of March 1, 2017 to May 31, 2017 and again in May 2021. Defendant fraudulently and intentionally withheld, denied and omitted calls that were made.
- 18 ~~24~~ That Defendant has failed and refused to provide the accurate detailed copy of the telephone record and fraudulently supplied inaccurate telephone records, all while continuing to accept payment and fee from Plaintiff.
- 19 ~~25~~ That Defendant has therefore breached the contract.
- 20 ~~26~~ That these breaches were fraudulent, substantial and material.
- 21 ~~27~~ As a direct and proximate result of the Defendant's breach, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing expenses, costs, pain and suffering, punitive damages, Pro Se fees, interest, and such other incidental and consequential damages as related to the invasion of privacy.

FOR A SECOND CAUSE OF ACTION
Breach of Fiduciary Duty

- 22 ~~28~~ That Plaintiff incorporates the allegations of paragraphs (1) through (21) above as if fully set forth verbatim.

23 ~~30~~. That as a communications company, Defendant accepted the fiduciary duty to provide communication as an honest fair-dealing provider to all current and potential customers.

24 ~~31~~. That Plaintiff has been a customer with Defendant for over 36 years.

25 ~~32~~. That valuable considerations in terms of monies paid were being made to Home Telecom in exchange for Defendant's accurate and reliable service.

26 ~~33~~. As a direct and proximate result of the Defendant's breach, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing expenses, costs, pain and suffering, punitive damages, Pro Se fees, interest, and such other incidental and consequential damages as related to the invasion of privacy.

FOR A THIRD CAUSE OF ACTION
Negligence

27 ~~34~~. That Plaintiff incorporates the allegations of paragraphs (1) through (26) above as if fully set forth verbatim.

28 ~~35~~. That Defendant worked in collaboration to deny Plaintiff the proof needed to win his case against State Farm.

29 ~~36~~. That valuable considerations in terms of monies were paid to Home Telecom in exchange for Defendant to issue accurate telephone records.

30 ~~37~~. That Defendant owed a duty to act responsibly and reasonably in their communications with Plaintiff and others and in the denial and/or alternative options of the service, and to act responsibly reasonably in accordance with the contract and to properly record telephone call history.

31 ~~38~~. That Defendants failed to do so and have breached those duties, including but not limited to in the following particular:

- 32
- a. Failing to notify Plaintiff of reasons for the denial of his accurate phone records
 - b. Failing to notify Plaintiff as to other alternatives to get his accurate phone records retrieved from Defendant's server database;
 - c. Failing to ensure Plaintiff's protection by allowing agents or members of Defendant to intentionally and fraudulently supply inaccurate phone record;
 - d. Failing to reimburse Plaintiff for supplying inaccurate phone records. The records Defendant provided omitted call records between Plaintiff and various State Farm agents between arch 1 2017 to ay 31 2017 and ay 1 2021 to ay 31 2021;
 - e. Failing to have in place adequate policies and procedures to protect their customers; and
 - f. Other such particulars as may be shown at trial.
- 32 42. As a direct and proximate result of the Defendant's negligence, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing e penses costs pain and suffering punitive damages Pro Se fees interest and such other incidental and conse uential damages as related to the invasion of privacy.

FOR A FOURTH CAUSE OF ACTION
Negligent Misrepresentation

- 33 43. That Plaintiff incorporates the allegations of paragraphs (1) through (32) above as if fully set forth verbatim.
- 34 44. That Defendant made multiple false representations to the Plaintiff, outside of the contract, regarding his status as a customer of over 3 years.
- 35 45. That the Defendant had personal interest in making false representations, namely producing inaccurate phone call records to Plaintiff without his knowledge and/or consent, all in furtherance of the personal relationship at the detriment of the customer.
- 36 46. That the Defendant owed duties of care to the Plaintiff, as a reasonable person, to see that truthful information was communicated to the Plaintiff.
- 37 47. That the Defendant breached those duties by failing to exercise due care with regard to Plaintiff.
- 38 48. That the Plaintiff justifiably relied on the representations that Defendant should have made.
- 39 49. That Plaintiff has suffered pecuniary losses as a direct and proximate result of reliance on Defendant's accurate representations.
- 40 50. As a direct and proximate result of the Defendants' negligent misrepresentation, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing e penses costs pain and suffering punitive damages Pro Se fees interest and such other incidental and conse uential damages as related to the invasion of privacy.

FOR A FIFTH CAUSE OF ACTION
Constructive Fraud

- 42 ~~63~~. That Plaintiff incorporates the allegations of paragraphs (1) through (40) above as if fully set forth verbatim.
- 42 ~~64~~. That in the event that the conduct of the Defendant should be determined to lack honesty of purpose or intent to deceive, the Plaintiff alleges that the Defendant knew or should have known that their conduct and representations were misleading the Plaintiff and that accordingly their conducts and representations constituted constructive fraud.
- 43 ~~65~~. That by Defendant intentionally not disclosing and/or withholding from the Plaintiff the fact that the records lacked an accurate representation, it is reasonable for one to assume that the omission of such fact was purposed with the intent that Plaintiff would believe the document was accurate and would stop his pursuit.
- 44 ~~66~~. That the Defendant and State Farm collaborated to withhold accurate records and proof, which is considered an obstruction of justice.
- 45 ~~67~~. As a direct and proximate result of the Defendant's constructive fraud, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing expenses, costs, pain and suffering, punitive damages, Pro Se fees, interest, and such other incidental and consequential damages as related to the invasion of privacy.

FOR A SIXTH CAUSE OF ACTION
Civil Conspiracy

- 46 ~~68~~. That Plaintiff incorporates the allegations of paragraphs (1) through (45) above as if fully set forth verbatim.
- 47 ~~70~~. That the Defendant combined in an unlawful manner, for an improper purpose, to cause harm to Plaintiff.
- 48 ~~71~~. That as a result of the Defendant's actions constituting civil conspiracy, the Plaintiff has suffered special damages.
- 49 ~~72~~. As a direct and proximate result of the Defendant's actions, the Plaintiff has been damaged in the amount of and is entitled to recover damages of ongoing expenses, costs, pain and suffering, punitive damages, Pro Se fees, interest, and such other incidental and consequential damages as related to the invasion of privacy.

FOR A SEVENTH CAUSE OF ACTION

Punitive Damages

- 9c
50 82. That Plaintiff incorporates the allegations of paragraph (1) through (49) above as if fully set forth verbatim.
- 61 83. That Plaintiff is entitled to receive from Defendant all monies paid for punitive damages and any other payments made as a result of the negligence of Defendant resulting in Plaintiff injuries and death, and Plaintiff is entitled to such as the trier of fact shall determine.

FOR AN TENTH CAUSE OF ACTION

Attorney Fees

- 52 84. That Plaintiff incorporates the allegations of paragraph (1) through (51) above as if fully set forth verbatim.
- 53 85. That Plaintiff has represented himself and is entitled to receive from Defendant all monies paid for attorney fees and any other payments made for bringing this action as well as their own attorney fees, should they require representation by counsel.

WHEREFORE, the Plaintiff prays this Honorable Court enter Judgment against the Defendant in favor of the Plaintiff, jointly and severally, as follows:

1. A trial by jury;

2. For actual, direct, indirect, special, resulting and consequential damages against the Defendants, jointly and severally, in an amount to be determined;
3. For punitive damages in an amount to be determined by the trier of fact;
4. For prejudgment interest and post judgment interest;
5. For all reasonable attorneys' fees and costs associated with this action;
6. For discovery under Code of Laws of South Carolina and the Rules of Civil Procedure.
7. For all other relief this Honorable Court deems just and proper.

Joe Clemons

Pro Se Litigant Apologist

2202 Addidas Street

Eutawville, SC 29048

(843) 753-7007

(843) 906-1133 (Cell)

clemonswelding1@gmail.com

Joe Clemons
10-7-2022

March 18, 2020

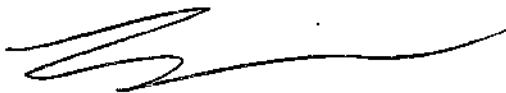
Joe A. Clemons
2202 Addidas Street
Eutawville, SC 29048

Dear Mr. Clemons,

This letter is to inform you that Home Telecom has reviewed our internal systems, processes, and controls. We have found no evidence of external or internal intrusion or tampering in our systems. We believe the data we provided to you in March of 2018 is complete and accurate.

We have spent considerable time, effort, and expense in conversation with you and in investigating per your request. Any subsequent requests related to this issue will require a valid subpoena.

Sincerely,



William S. Helmly
President & CEO
Home Telecom

Exhibit 2

[illegible]

What was in that place.

353 Policyowner/Insured, Joe Clemons, called to find out the details of the policy he was under the understanding that after 15 years he would have a paid up policy and would be able to take the cash out and not have a loan but still have a paid up policy advised the cash value would have to be taken as a loan

30 yr certian Belinda Policyowner/Insured, Joe, called to ask questions regarding policy loans, advised based off guaranteed cv, discussed guaranteed and non-guaranteed values. Any outstanding deducted from death benefit. Advised loan int billed annually. He is not required to pay loan back but we do suggest loan int is paid to keep policy from lapsing. Current int rate is 5.6%. Int rate is variable. Trans to Belinda, for assistance with annuitization.

Policy 2805-9038 2573-9762 Agent, Peggy Pinell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on orig pol. can't add WPD rider to this 15 pay life. could do a COP to a 20 yr life to add WPD, would be fully underwritten and needed signed since RL noted yes WPD but couldn't be issued on pol w/o app and und.

STINA WYNIDHAM, 40-1913, 1134665336 wants to reinstate, 70.90, 4/15 A/S CHRISTINA WYNIDHAM, 40-1913 112805-9088, cash value

STINA WYNIDHAM, 40-1913 walked her to paid in advance tool thru abs for a new business app she wasn't 100% sure of the amount or coverage that was desired wanted current tli emailed to her at (1A3V)

on, Policyowner/Insured verified by telr 1 regarding decreasing the DB and how that will affect the CV earning in the future. LF-2806-1344 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run for other products. LF-2805-9088 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run quotes for other products.

Una called 40-1913, advised that how the dividends work. Current option is accum. advised that dividends sit on policy as cash and earn interest. They can be taken out at any time, or they are paid to heirs at the death of 60 in addition to the face amount. They are a separate number from the cash value, which is the value of the base policy.

Jemons verified request in force illustration to be mailed, verified address.

ted in regarding why he did not get WPD. Advised on the original app (2573-9762) it was not applied for, but on Term Conversion (2805-9088) it was denied due to Rheumatoid Arthritis. She had specific questions, so I let him call his agent for further assistance.

This never happen, a big lie, and what is the def the rate

STINA WYNIDHAM, 40-1913, calling in regards to seeing why the WPD was declined. RA

GY PINNELL, 40-1913, LF-2805-9088 called to get copy of app that showed where the PO/PI applied for WPD. Advised that previous rep that spoke to PO/PI advised that it was not on original app but when the PO/PI did a version on this policy the request was to have WPD. There is a signed AMD on this policy that advised PO/PI was aware that they loved without WPD. Sent AO copy of RL submitted with WPD requested.

ont, PO verified, 1/28/2008 commonwealth@email.com, Joe Clemons, PO verified, LF-2805-9088 Asking if WPD was on policy, adv, no, adv. There is a signed AMD stating it issued with no WPD. Asking how much approx. would PO have at 15 years of having policy \$95,081. Cash value after 15 years \$120,058. Based on what PO pays now and at the end of 15 years will have paid \$152,450. Joe Clemons, PO verified, LF-2806-1344 Called At the end of the 15 years what will be approx. cash value: \$28,039.00 and accum dividends: \$2052.00. Based on what PO pays now and at the end of 15 years PO will have paid \$31,321.00

na, PO LF-2805-9088 received a sup. Esc. PO is wanting to know why WPD not on policy and was under impression that it was on the original policy and then got denied once TC was issued. Per notes look like never signed app and then put it on there on TC app and was denied. I explained would get to a T/L to review and see what we can do and follow up with him.

mons, JNSD, spoke w/ Patrick Daniels yesterday, he said Patrick called him back and requested that he call in. I adv. Can't assist with his policy since I am in the Health Response Center, I can get him to a supervisor but not for a call. I could get him to the LRC to assist. He disconnected the call.

STINA WYNIDHAM, 40-1913, calling to see what a supervisor advised the notes that were left from the supervisor. I also advised that it is subject to underwriting he may be approved and he may not be approved.

GY PINNELL, 40-1913 are wa able/willing to write a letter to the PI from our legal department to advise that the contract on the original term application LF-2573-9762 and TC app existing policy LF-2805-9088 are legally documents and that we cannot make an exception to go back and add WPD, even if new policy LF-3597-7997 has the rider? The agents is being harassed and has been threatened with legal action, looking for guidance or a to effectively silence the insured (readable)

ont, PO called because the number was on his caller ID, located policy numbers during alpha search. There is WPD on LF-3597-7997, but not on LF-2805-9088. The notes under LF-2805-9088 indicate a rep called and left with her direct number, which do not have access to. He was driving and didn't check his messages, just called the number that showed on his caller ID.

mons LF-2805-9088 FULLY VERIFIED PO - Calling to determine on the policy what the interest rate on the dividends is, adv currently showing 3.6% on his annual notice. 1/28061344/AUAS - SR4P for WPD claim. Wanting to Public Affairs?

ADVIS - PO verified LF-2805-9088 - Total accum divs = \$19,551.53, loan wtd = \$49,348.32, no rc, variable 5% interest rate. Interest accrues daily but billed once a yr on anniv. Thinking abt taking \$25K. Advised \$25 of \$25K is 1,250 that would be billed in interest. This does not assume loan payments are being made. If pymts made, loan interest billed decreases. Confirmed does not have to be all loan, can split between divs & loan. Verified guaranteed CV rate. AN statement shows accum divs at 2.5%. Was in the middle of explaining that accum divs do not equal or affect the CV so exms at a diff percentage (current/guaranteed) - phone cut out in middle of 6:00 back phone 8.

ADVIS confirmed PO LF-2805-9088 confirmed \$19,551.53 accumulated dividends which earn 3.6% interest. Interest on accumulated dividends per proposal Act less than 3% and currently earn 3.6% loan interest 5% per current rates and non-guaranteed values.

CLARK KESLEY, 40-13397, wanting to know the interest rate on the loan, adv 5% wanting to know what interest rate is on the accumulated dividends adv 3.6%.

MONS PO (VER) called on 2 policies LF-2805-9088 adv annual notice sent out 21 days prior to anniv(6/7/18), will be mailed out around 5/16 LF-3597-7997 adv annual notice sent out 21 days prior to anniv(8/22/18), will be around 8/1, no divs currently.

MONS PO verified, LF-2805-9088 PO wanted the CSV 74728.95 1G60 eff 5/7/18 If surrendered it cannot be reinstated. PO asked about interest rates. Advised the policy interest rate for acc divs is not less than 3% per the illustration - he is certain he saw something that said it could be as much as 6%. But he is not able to locate the paper. Found revised illustration in Imaging 7/7/10. He wanted a copy of the revised illustration to be faxed to 11343-751-7024 - SR to SBC-WKREQ-LRC-APD **TAPD RE: PO is requesting a copy of the RBI generated 07/07/2010 in ISET, but a regular FPR w/no changes should display the same information. Please mail to address. Faxing the illustration may not follow our guidelines. Will be mailed to address on file.

GY PINNELL, 40-1913, Please place a note on policy that PI is to be dealing w/ Life Co directly and not going through agent. Agt indicates that PI has been threatening to her, her family, staff, belongings, and obtained an to try to sue the agent. Agt also indicates that PI has been trying to get SS Disability benefits since 2006. Sent Siebel email to CLAIMS

MONS verified as PO find out what the values in my life insurance 1/28061344 1159.05 accumulated dividends; 11,174.27 available as a loan 1/35977997 31.50 accumulated dividend \$15,414.61 1/28059088 \$16,009.50 also dividends; 587,586.93 available as a loan 84061.45 Once terminated it can not be reinstated and there is no taxable gain.

LEMONS verified, LF-28059088; 15 PL; loan available as of 4/18/19 Maximum loan available: \$67,594.51. Taxable gain: \$0.00. Annual loan interest will be charged. PO informs relationship with AO is not well; PO inform of advised by agent. Review annual interest rate of 5%, along with establishing loan billable. PO inform of expediting money; advise PO to submit RL part A and F for ACH direct deposit. PO will follow up with AO

MONS, PO verified, LF-2805-9088 wanting to know what divs are adv for him to take but, I adv there are accum of \$18,009.50. I adv should request the funds through the agt office. Wants his policy to be transferred to a agency. Transferred him to the agent selection line. LF-2806-1344 wanting to know what funds are adv on the policy. I adv there are accum of \$1,159.05, and a loan adv of \$11,347.27. I adv should request through agt

MONS PO fully verified has been trying for several weeks to transfer policies to new agt, this has not been done so was wondering when it will be compld I advised PO that I would send request up to a TM to verify what was ng with req to change servicing agt as per tfo note 02-25 any contact by PO needs to be sent to Compliance Rachel Gomes (QSHQ) sent Siebel e mail

CLEMONS verified - lost this call when trying to get the number to Agent Assignment.

GY PINNELL, 40-1913, how AMD form was sent to insure. Reach out to Help desk and Sara is going to call her. Agent is okay with getting a call back.

EGGY PINNELL (40-1913) called for the special monthly premium with WPD, I advised approximately \$882.65.

STINA WYNIDHAM, 40-1913, 1/28059088 transferred to life compliance.

JNS A/S MELISSA OWANS, 40-1913, calling to state agt is requesting copy of rbl from 7/2010 be emailed to her. emailed to a/s

VERIFIED, inquired when he will receive annual notice. Adv'd notice will be generated mid-May. Inquired about guaranteed rate. Adv'd acc div guaranteed is 3%. Adv'd interest on acc div being charged is 5.6% on 3%.

2805-0088 Policyowner/Insured, Joe Clemons, called to value back and not have a loan but still have a paid up policy advised the 28050088 10 yr certain Belinda Policyowner/Insured loan is deducted from death benefit. Advised loan not billed annually. He is not required to pay loan back but we do suggest loan int is paid to keep policy from lapsing. Current int rate is 5.67%. Int rate is variable. Trans to Belinda, Values floor or assistance with annuitizing.

40-1913 Peggy 2805-9088 2573-9762 Agent, Peggy Pinelli (40-1913), called about WPD not on policy when pol converted from 2573-9762 was not a rider on original pol can't add WPD rider to this 15 pay life. Could do a COP to a new 15 pay life to add WPD. Would be fully underwritten and needed signed state RL noted yes WPD but couldn't be issued on pol w/o app and vnd.

A/S CHRISTINA WYNDAHAM, 40-1913, J184655385 wants to reinstate, 70250, 4/25 A/S CHRISTINA WYNDAHAM, 40-1913 172805-9088, cash value

A/S CHRISTINA WYNDAHAM, 40-1913 walked her to paid in advance tool thru app for a new business app she wasn't 100% sure if the amount of coverage that was desired wanted current till emailed to her at (1A3Y)

Joe Clemons, Policyowner/Insured, verified by telr 1 regarding decreasing the DB and how that will affect the CV earning in the future. LF-2805-1344 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run quotes for other products. LF-2805-9088 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run quotes for other products.

A/S Christina called 40-1913 advised that how the dividends work. Current option is 3 option, advised that dividends sit on policy as cash and earn interest. They can be taken out at any time or they are paid to heirs at the death of the insured in addition to the face amount. They are a separate number from the cash value which is the value of the base policy.

A/S Joe Clemons verified request for illustration to be mailed, verified address.

PI Joe called in regarding why he did not get WPD - I advised on the original app (2573-9762) it was not applied for, but on Term Conversion (2805-9088) it was denied due to rheumatoid arthritis. Joe had specific questions so I advised him to call his agent for further assistance.

A/S CHRISTINA WYNDAHAM, 40-1913, calling in regards to seeing why the wpd was declined. RA

A/S PEGGY PINNELL, 40-1913, LF-2805-9088 called to get copy of app that showed where the PO/PI applied for WPD. Advised that previous rep that spoke to PO/PI advised that it was not on original app but when the PO/PI did a term conversion on this policy the request was to have WPD. There is a signed AMD on this policy that advised PO/PI was aware that they listed without WPD. Sent AG copy of RL submitted with WPD requested.

Joe Clemons, PO/VERIFIED, 1728059088 clemons@worldnet.att.net called Joe Clemons, PO/VERIFIED, LF-2805-9088 asking if WPD was on policy adv no. said there is a signed AMD stating it listed with no WPD. Asking how much dividends apply. Would PO have at 15 years of having policy \$35,041. Cash value after 25 years \$120,058. Based on what PO pays now and at the end of 15 years will have paid \$152,450.00 Joe Clemons, PO/VERIFIED, LF-2805-1344 Called to verify at the end of the 15 years what will be approx cash value \$24,036.00 and accumulated dividends \$205,000. Based on what PO pays now and at the end of 15 years will have paid \$31,521.00

Joe Clemons, PO/ LF-2805-9088 received a Sup. Esc. PO is wanting to know why WPD not on policy and was under impression that it was on the original policy and then got denied once TC was issued. PO notes looks like never was on original app and then put it on there on TC app and was denied. I explained would get to a TPI to review and see what we can do and follow up with him.

A/S Joe Clemons, INSD, spoke w/ Patrick Daniels yesterday, he said Patrick called him back and requested that he call in. I said I can't assist with his policy since I am in the Health Response Center, I can get him to a supervisor but not Patrick directly, or could get him to the LRC to assist. He disconnected the call.

A/S CHRISTINA WYNDAHAM, 40-1913, calling to see what a supervisor advised (the notes that were left from the supervisor) also advised that it is subject to underwriting he may be approved and he may not be approved.

AGT PEGGY PINNELL, 40-1913 is unable to write a letter to the PI (40-1913) legal department to advise that the contract on the original term application LF-2573-9762 and TC app/existing policy LF-2805-9088 are legally binding documents and that we cannot make an exception to go back and add WPD, even if new policy LF-3597-7997 has the riders the agent is being harassed and has been threatened with legal action, looking for guidance or a solution to effectively silence the insurer if possible.

Joe Clemons (PO) called because his number was on his caller ID. Listed policy numbers during alpha search. There is WPD on LF-3597-7997, but not on LF-2805-9088. The notes under LF-2805-9088 indicate a rep called and left him a msg with her direct number which I do not have access to - He was driving and didn't check his messages, just called the number that showed on his caller ID.

Joe Clemons (1728059088) FULLY VERIFIED PO - Calling to determine on the policy what the interest rate on the dividends is, adv currently showing 3.5% on his annual notice. 1728051344 ALIAS - SR41 for WPD claim. Wanting to speak w/ public affairs.

JOE CLEMONS - PO/VERIFIED - 1728059088 - Total accumulated dividends \$13,521.53, then again \$49,343.12, no TC. Variable 5% interest rate. Interest accrues daily, but billed once a yr on whole. Thinking about adding \$25K. Advised 5% of \$25K is approx \$1,250 that would be billed in interest. This doesn't include loan payments and being made. If payments made, loan interest billed decreases. Confirmed does not have to be all loan, can split between divs & loan. Verified have 4% guaranteed CV rate. An statement shows a loan divs at 3.5%. Was in the middle of explaining that loan divs do not equal or affect the CV so same as a split percentage (current/guaranteed) - phone cut out in middle of convo. He call back please.

JOE CLEMONS confirmed PO 1728059088 confirmed \$13,521.53 accumulated dividends which earn 3.5% interest. Interest on accumulated dividends per proposal not less than 3% and currently earn 3.5% loan interest 5% variable per current rates and non-guaranteed values.

AGT JACK TANKERSLEY, 40-1913, wanting to know the interest rate on the loan. Adv 5% wanting to know what interest rate is on the accumulated dividends adv 3.5%

JOE CLEMONS PO (VER) called on 2 policies LF-2805-9088 adv annual notice sent out 21 days prior to anniv(6/7/18), will be mailed out around 5/16 LF-3597-7997 adv annual notice sent out 21 days prior to anniv(4/22/18), will be sent out around 8/1, no divs currently.

JOE CLEMONS PO/VERIFIED LF-2805-9088 PO wanted the CSV 74718.95 TG-0 all 5/7/18 if surrendered if cannot be reinstated. PO asked about interest rates. Advised the policy interest rate for acc divs is not less than 3% per the revised illustration - he is certain he saw something that said it could be as much as 6%. But he is not able to locate the paper. Found revised illustration in imaging 7/7/18. He wanted a copy of the revised illustration to be faxed to him at fax 843-753-7024. SA to SBC WKKREG-IRC-APD. TTPAD RE PO is requesting a copy of the RFI generated 07/07/2010 in ISBT, but a regular PPR w/ no changes should display the same information. Please mail to address on the existing illustration may not follow our guidelines. Will be mailed to address on file.

AGT PEGGY PINNELL, 40-1913, please place a note on policy that PI is to be dealing w/ Life Co directly and not going through agent. AGT indicates that PI has been threatening to her, her family, staff, belongings, and obtained an attorney to try to sue the agent. AGT also indicates that PI has been trying to get \$5 disability benefits since 2006. Sent Siebel email to CLAIMS.

JOE CLEMONS verified as PO find out what is the values in my life insurance. 1728061344 1159.05 accumulated dividends, 11,174.27 available as a loan. 1735977997 3150 accumulated dividends, \$15,414.61 1728059088 \$16,009.50 accumulated dividends, \$67,566.93 available as a loan, \$4061.45 Once terminated it cannot be reinstated and there is no taxable gain.

PO JOE CLEMONS, verified, 1728059088, 15 PI; loan available as of 4/18/19 Maximum loan available: \$67,594.51 Taxable gain: \$0.00. Annual loan interest will be charged. PO informs relationship with AO is not well; PO informs of being harassed by agent. Review annual interest rate of 5%, along with establishing loan billable. PO informs of expediting money; advise PO to submit RL part A and F for ACH direct deposit. PO will follow up with AO.

JOE CLEMONS, PO, verified, LF-2805-9088 wanting to know what divs are for him to take out. I adv there are accum of \$16,009.50, I adv should request the funds through the agt office. Wants his policy to be transferred to a different agency. Transferred him to the agent selection line. LF-2806-1344 wanting to know what funds are on the policy. I adv there are accum of \$1,259.05 and a loan of \$11,347.71. I adv should request through agt office.

JOE CLEMONS PO fully verified has been trying for several weeks to transfer policies to new agt, this has not been done so was wondering when it will be completed I advised PO that I would send request up to a TM to verify what was happening with req to change servicing agt as per trf note 02-28 any contact by PO needs to be sent to Compliance Rachael Gomez (QSHQ) sent Siebel e mail.

PO JOE CLEMONS verified - lost the call while trying to get the number to Agent Assignment.

AGT PEGGY PINNELL, 40-1913, how AMD form was sent to insure. Reach out to Help desk and Sara is going to call her. Agent is okay with getting a call back.

AGT PEGGY PINNELL (40-1913) called for the special monthly premium with WPD. I advised approximately \$882.85.

A/S CHRISTINA WYNDAHAM, 40-1913 1728059088 transferred to life compliance.

1728059088 A/S MELISSA COWANIS, 40-1913, calling to state agt is requesting copy of RL from 7/2010 be emailed to her. emailed to a/s

Joe, PO/VERIFIED, inquired when he will receive annual notice. Adv'd notice will be generated mid-May. Inquired about guaranteed rate. Adv'd acc div guaranteed is 3%. Adv'd interest on acc div being earned is currently 3.55%.

What was in that place

What was in that place.

0388 Policyowner/Insured, Joe Clements, called to find out the details of the policy he was under the understanding that after 15 years he would have a paid up policy and would be able to take the cash out and not have a loan but still have a paid up policy advised the cash value would have to be taken as a loan

IB 10yceridan Bellinda Policyowner/Insured, Joe, called to ask questions regarding policy loans, advised based off guaranteed cv, discussed guaranteed and non-guaranteed values. Any outstanding dividend from death benefit. Advised loan int billed annually. He is not required to pay loan back but we do suggest loan int is paid to keep policy from lapsing. Current int rate is 3.6%, int rate is variable. Trans to Belinda, loan or assistance with annuitizing.

Peggy 2805-9088 2573-9762 Agent, Peggy Pinnett (40-1913), called about WPD not on policy, when pol converted from 1573-9762 was not a rider on orig pol. can't add WPD rider to this 15 pay life. could do a COP to a pay life to add WPD. would be fully underwritten, and needed signed since RL noted w/o WPD but couldn't be issued on pol w/o app and und.

ISTINA WYNDHAM, 40-1913, H34665336 wants to reinstate, 70.50, 4/25 A/S CHRISTINA WYNDHAM, 40-1913 H2805-9088, cash value

ISTINA WYNDHAM, 40-1913 walked here to paid in advance tool thru abs for a new business app she wasn't 100% sure of the amount or coverage that was desired wanted current lif emailed to her at (A33Y)

son, Policyowner/Insured verified by Lefr 1 regarding decreasing the DB and how that will affect the W/C earning in the future. LF-2805-1344 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run or other products. LF-2805-9088 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run notes for other products.

thru call LF 40-1913 advised that how the dividends work current option is to not add them that dividend split on policy as cash and earn interest. They can be taken out at any time or they are paid to bene at the death of red in addition to the face amount. They are a separate number from the cash value, which is the value of the base policy.

Clements verified request in force illustration to be mailed. Verified address

in regarding why he did not get WPD - I looked on the original app (1573-9762) it was not applied for, but on Term Conversion (2805-9088) it was denied due to Rheumatoid Arthritis. She had specific questions, so I had to call his agent for further assistance.

ISTINA WYNDHAM, 40-1913, calling in regards to seeing why the wpd was declined. RA

Peggy Pinnett (40-1913) LF-2805-9088 called to get copy of app that showed where the PO/PI applied for WPD. Advised that previous rep that spoke to PO/PI advised that it was not on original app but when the PO/PI did a revision on this policy the revision was to have WPD. There is a signed AMD on this policy that advised PO/PI was aware that they issued without WPD. Sent AO copy of RL submitted with WPD requested.

son, PO verified H2805-9088 Clements was calling at email card. Joe Clements, PO verified LF-2805-9088 asking if WPD was on policy? said no. adv there is a signed AMD stating it issued with no WPD. Asking how much is approx would PO have at 15 years of having policy \$35,000. Cash value after 15 years \$120,054. Based on what PO pays now and at the end of 15 years will have paid \$52,450.00 Joe Clements, PO verified, LF-2805-1344, called at US and at the 15 years what will be approx. cash value \$18,036.00 and accum dividends \$7052.00. Based on what PO pays now and at the end of 15 years will have paid \$31,321.00

ment P/O LF-2805-9088 received as a Super. PO is wanting to know why WPD not on policy and was under impression that it was on the original policy and then got denied once LC was issued. Per notes looks like never. original app and then add on there on the app and was denied. Explained would get to go back and see what we can do and follow up with him.

ment, INSD 50066 W/ Patrick Dindley's attorney, he said Patrick called him back and requested that he call for ADVI can't assist with his policy since I am in the Health Response Center. I can get him to a supervisor but not sure if I could get him to the LRG to assist him. disconnected the call.

ISTINA WYNDHAM, 40-1913, calling to see what a supervisor advised the notes that were left from the supervisor also advised that it is subject to underwriting he may be approved and he may not be approved.

Peggy Pinnett (40-1913) is unable or willing to write a letter of the PI from our legal department to advise that the contract on the original term application LF-2573-9762 and LC app/existing policy LF-2805-9088 are legally documents and that we cannot make an exception to go back and add WPD even if new policy LF-3597-7997 is the rider. The agent is being harassed and has been threatened with legal action, looking for guidance or a letter to advise him the insured if possible too.

son (PO) called because this number was on his caller ID located policy numbers during night search. There is WPD on LF-3597-7997, but not on LF-2805-9088. The notes under LF-2805-9088 indicate a rep called and left a message with him, which I do not have access to - He was driver and didn't check his messages. Just called the number that showed on his caller ID.

ment (LF2805-9088 - FULLY VERIFIED PO - calling to determine on the policy what the interest rate on the dividends is, adv currently showing 3.6% on his annual notice. H2805-1344 AITAS - SR44 for WPD claim. Wanting to Public all info.

JOHN PO verified H2805-9088 cash account and \$13,521.53 loan avail - \$19,340.12, no TG. Variable 5% interest rate, interest accrues daily, but billed once a year annually. Thinking abt taking \$25K. Advised 5% of \$25K is \$1,250 that would be billed in interest. This does not assume loan repayments are being made. If funds made, loan interest bill decreases. Confirmed does not have to be all loan, can split between divs & loan. Verified guaranteed CV rate. AN statement shows accum divs at 3.6%. Was in the middle of explaining that accum divs do not equal or affect the CV so earns at a different percentage (current guarantee) - phone cut but in middle of call but she hung up.

ONS confirmed PO (LF2805-9088 - confirmed \$13,521.53 accumulated dividends which earn 3.6% interest. Interest so accumulated dividends per proposal not less than 3% and currently earn 3.6% (ann interest 3% for current rate) and non-guaranteed values.

ONIS PO (VER) called on 2 policies LF-2805-9088 adv annual notice sent out 21 days prior to anniv (6/7/18), will be mailed out around 5/16 LF-3597-7997 adv annual notice sent out 21 days prior to anniv (8/22/18), will be around 8/1, no divs currently

ONS PO verified LF-2805-9088 PO wanted the CSV 74728.95 TG on 6/7/18 if surrendered it cannot be reinstated. PO asked about interest rates. Advised the policy interest rate for acc divs is not less than 3% for the duration of the life. He is certain he saw something that said it could be as much as 5%. But he is not able to locate the paper. Found revised illustration in Imaging 7/7/20. He wanted a copy of the revised illustration to be faxed to (843-753-7024 - SR to SBC WRKREQ LRG APD - TZAPD RE: PO is requesting a copy of the RL generated 07/07/2010 in USPT, but a regular FPR w/no changes should display the same information. Please mail to address. Reading the illustration may not follow our guidelines. Will be mailed to address on file.

IF PINNELL, 40-1913, Please place a note on policy that PI is to be dealing w/ Life Co directly and not going through agent. Agt indicates that PI has been threatening to her, her family, staff, belongings, and obtained an av to sue the agent. Agt also indicates that PI has been trying to get SS Disability benefits since 2006. Sent Siebel email to CLAIMS

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ENDMS verified; H2805-9088; 15 PI; loan available as of 4/18/19 Maximum loan available: \$67,594.51. Taxable gain: \$0.00. Annual loan interest will be charged. PO informs relationship with AO is not well; PO Inform of advised by agent. Review annual interest rate of 5%, along with establishing loan billable. PO Inform of expediting money; advise PO to submit RL part A and F for ACH direct deposit. PO will follow up with AO

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ENDMS verified: Lost the call when trying to get the number to Agent Assignment.

PINNELL, 40-1913, how AMD form was sent to insure. Reach out to Help desk and Sara is going to call her. Agent is okay with getting a call back.

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ENDMS verified; inquired when he will receive annual notice. Adv'd notice will be generated mid-May. Inquired about guaranteed rate. Adv'd acc div guaranteed is 3%. Adv'd interest on acc div being paid is currently 3.5%.

Start	End	Calling Name	Calling Number	Called Name	Called Number
Fri Mar 10 2017 07:48:35 AM	Fri Mar 10 2017 07:49:35 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 07:54:19 AM	Fri Mar 10 2017 07:56:37 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 08:01:45 AM	Fri Mar 10 2017 08:02:34 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 08:10:30 AM	Fri Mar 10 2017 08:19:56 AM	JOE A CLEMONS	8437537007	SHEILA R CLEMONS	8437532591
Fri Mar 10 2017 08:18:30 AM	Fri Mar 10 2017 08:22:11 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 08:21:10 AM	Fri Mar 10 2017 08:21:13 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 08:22:54 AM	Fri Mar 10 2017 08:23:36 AM	JOE A CLEMONS	8437537007	SHEILA R CLEMONS	8437532591
Fri Mar 10 2017 08:31:59 AM	Fri Mar 10 2017 08:32:56 AM	JOE A CLEMONS	8437537007	CHARLESTON SC	8439061133
Fri Mar 10 2017 08:33:38 AM	Fri Mar 10 2017 08:35:28 AM	JOE A CLEMONS	8437537007	CHARLESTON SC	8438104750
Fri Mar 10 2017 08:47:23 AM	Fri Mar 10 2017 08:47:56 AM	JOE A CLEMONS	8437537007	SHEILA R CLEMONS	8437532591
Fri Mar 10 2017 09:08:30 AM	Fri Mar 10 2017 09:09:08 AM	JOE A CLEMONS	8437537007	CHARLESTON SC	8439061133
Fri Mar 10 2017 09:53:20 AM	Fri Mar 10 2017 09:54:19 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 10:05:10 AM	Fri Mar 10 2017 10:05:40 AM	JOE A CLEMONS	8437537007	JOHNNIE BURKS	8437532557
Fri Mar 10 2017 10:05:39 AM	Fri Mar 10 2017 10:22:46 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 10:11:20 AM	Fri Mar 10 2017 10:12:03 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 10:23:00 AM	Fri Mar 10 2017 10:28:08 AM	JOE A CLEMONS	8437537007	JOHNNIE BURKS	8437532557
Fri Mar 10 2017 10:28:08 AM	Fri Mar 10 2017 10:32:22 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 10:33:21 AM	Fri Mar 10 2017 10:33:42 AM	JOE A CLEMONS	8437537007	WASHINGTON DC	2022057923
Fri Mar 10 2017 10:33:58 AM	Fri Mar 10 2017 10:34:02 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 10:34:13 AM	Fri Mar 10 2017 10:34:15 AM	JOE A CLEMONS	8437537007	BOWIGLNNDL MD	3013528397
Fri Mar 10 2017 10:34:37 AM	Fri Mar 10 2017 10:48:14 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 10:48:15 AM	Fri Mar 10 2017 10:53:29 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 10:56:21 AM	Fri Mar 10 2017 10:57:50 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 11:02:08 AM	Fri Mar 10 2017 11:09:34 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 11:15:39 AM	Fri Mar 10 2017 11:44:58 AM	JOE A CLEMONS	8437537007	WASHINGTON DC	2022057923
Fri Mar 10 2017 11:35:02 AM	Fri Mar 10 2017 11:35:07 AM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 11:45:09 AM	Fri Mar 10 2017 11:53:13 AM	JOE A CLEMONS	8437537007	SHEILA R CLEMONS	8437532591
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Fri Mar 10 2017 01:48:17 PM	Fri Mar 10 2017 01:48:21 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 01:57:15 PM	Fri Mar 10 2017 01:57:18 PM	JOE A CLEMONS	8437537007	MONCKS COR SC	8438262222
Fri Mar 10 2017 01:57:39 PM	Fri Mar 10 2017 02:04:26 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 02:05:28 PM	Fri Mar 10 2017 02:10:14 PM	JOE A CLEMONS	8437537007	B T VANISH	8436884601
Fri Mar 10 2017 02:07:09 PM	Fri Mar 10 2017 02:07:12 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 02:13:56 PM	Fri Mar 10 2017 02:14:41 PM	JOE A CLEMONS	8437537007	HOME TELEPHONE CO METAS	8434821234
Fri Mar 10 2017 02:17:46 PM	Fri Mar 10 2017 02:31:45 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 02:28:27 PM	Fri Mar 10 2017 02:31:08 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 04:02:43 PM	Fri Mar 10 2017 04:06:17 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 04:08:55 PM	Fri Mar 10 2017 04:30:39 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 04:53:38 PM	Fri Mar 10 2017 04:53:49 PM	JOE A CLEMONS	8437537007	CHARLESTON SC	8439061133
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Fri Mar 10 2017 05:14:22 PM	Fri Mar 10 2017 05:14:25 PM	JOE A CLEMONS	8437537007	PINEVILLE SC	8433514419
Fri Mar 10 2017 05:14:51 PM	Fri Mar 10 2017 05:15:28 PM	JOE A CLEMONS	8437537007	LYNNE HOWELL	8436884527
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Fri Mar 10 2017 05:21:11 PM	Fri Mar 10 2017 05:21:23 PM			JOE A CLEMONS	8437537007
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Fri Mar 10 2017 06:16:51 PM	Fri Mar 10 2017 06:16:59 PM	JOE A CLEMONS	8437537007	CHARLESTON SC	8439061133
Fri Mar 10 2017 06:26:00 PM	Fri Mar 10 2017 06:28:14 PM	JOE A CLEMONS	8437537007	SHEILA R CLEMONS	8437532591
Fri Mar 10 2017 06:39:57 PM	Fri Mar 10 2017 06:41:24 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 07:22:29 PM	Fri Mar 10 2017 07:37:43 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 08:20:45 PM	Fri Mar 10 2017 08:21:21 PM	JOE A CLEMONS	8437537007	HOME TELEPHONE CO METAS	8434821234
Fri Mar 10 2017 08:32:40 PM	Fri Mar 10 2017 08:32:57 PM	JOE A CLEMONS	8437537007	CHARLESTON SC	8436931743
Fri Mar 10 2017 09:54:12 PM	Fri Mar 10 2017 09:54:23 PM			JOE A CLEMONS	8437537007

@ How could I call ~~peggy~~ office
 at 8:32:40 PM Home Telephone

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may part 2 calls made to state
on May 21, 2021 & May 24, 2021 Farm

Wed May 19 2021 11:35:57 AM	Wed May 19 2021 11:36:01 AM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 11:39:23 AM	Wed May 19 2021 11:40:56 AM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 12:00:31 PM	Wed May 19 2021 12:00:41 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 12:06:58 PM	Wed May 19 2021 12:07:19 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 12:14:40 PM	Wed May 19 2021 12:15:02 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 12:18:03 PM	Wed May 19 2021 12:19:06 PM			JOE A CLEMONS	843-753-7007
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Wed May 19 2021 02:10:47 PM	Wed May 19 2021 02:13:18 PM	JOE A CLEMONS	843-753-7007		800-922-0204
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Wed May 19 2021 05:02:17 PM	Wed May 19 2021 05:02:53 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 05:10:22 PM	Wed May 19 2021 05:10:39 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 06:05:19 PM	Wed May 19 2021 06:05:23 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 06:54:27 PM	Wed May 19 2021 06:54:37 PM	JOE A CLEMONS	843-753-7007		866-890-1151
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Wed May 19 2021 07:04:39 PM	Wed May 19 2021 07:10:02 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 07:45:27 PM	Wed May 19 2021 08:11:16 PM	JOE A CLEMONS	843-753-7007	FRANCIS PRESIDENT JR	843-753-3954
Wed May 19 2021 08:12:05 PM	Wed May 19 2021 08:20:43 PM	JOE A CLEMONS	843-753-7007	COLUMBIA SC	803-754-5209

Wed May 19 2021 08:20:35 PM	Wed May 19 2021 08:35:04 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 08:44:20 PM	Wed May 19 2021 08:44:57 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Wed May 19 2021 09:26:35 PM	Wed May 19 2021 09:37:15 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 08:49:07 AM	Thu May 20 2021 08:57:06 AM	JOE A CLEMONS	843-753-7007	NWALTERBOR SC	843-538-3995
Thu May 20 2021 08:57:31 AM	Thu May 20 2021 09:24:30 AM	JOE A CLEMONS	843-753-7007	WALTER JR & ALBERTHA M LEE	843-753-3524
Thu May 20 2021 09:23:25 AM	Thu May 20 2021 09:25:27 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 09:24:22 AM	Thu May 20 2021 09:24:31 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 09:40:30 AM	Thu May 20 2021 09:42:42 AM	JOE A CLEMONS	843-753-7007	YORK PA	717-434-5599
Thu May 20 2021 09:43:16 AM	Thu May 20 2021 10:01:38 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 09:56:44 AM	Thu May 20 2021 09:56:47 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 10:01:37 AM	Thu May 20 2021 10:17:43 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 10:08:10 AM	Thu May 20 2021 10:08:54 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 10:25:45 AM	Thu May 20 2021 10:51:29 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 10:35:34 AM	Thu May 20 2021 10:35:36 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 10:48:21 AM	Thu May 20 2021 10:48:28 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 11:26:40 AM	Thu May 20 2021 11:27:55 AM	JOE A CLEMONS	843-753-7007	BERKELEY CTY GOV COURTHOUSE	843-719-4400
Thu May 20 2021 11:39:25 AM	Thu May 20 2021 11:40:05 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 11:43:20 AM	Thu May 20 2021 11:44:04 AM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 11:44:58 AM	Thu May 20 2021 12:24:03 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 12:07:16 PM	Thu May 20 2021 12:09:24 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 12:28:39 PM	Thu May 20 2021 12:35:56 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Thu May 20 2021 01:08:47 PM	Thu May 20 2021 01:09:55 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 02:06:11 PM	Thu May 20 2021 02:30:29 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 02:59:43 PM	Thu May 20 2021 03:00:32 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 03:02:08 PM	Thu May 20 2021 03:02:13 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-906-1133
Thu May 20 2021 03:10:45 PM	Thu May 20 2021 03:11:23 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Thu May 20 2021 03:21:40 PM	Thu May 20 2021 03:22:20 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 03:37:22 PM	Thu May 20 2021 03:43:58 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 03:44:13 PM	Thu May 20 2021 03:46:14 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-906-1133
Thu May 20 2021 04:38:24 PM	Thu May 20 2021 04:39:56 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 05:00:41 PM	Thu May 20 2021 05:04:08 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-906-1133
Thu May 20 2021 05:08:04 PM	Thu May 20 2021 05:11:14 PM	JOE A CLEMONS	843-753-7007	HERBERT & RUTHIE DOYAL	843-749-1757
Thu May 20 2021 05:10:04 PM	Thu May 20 2021 05:16:09 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 05:16:38 PM	Thu May 20 2021 05:30:00 PM	JOE A CLEMONS	843-753-7007	HERBERT & RUTHIE DOYAL	843-749-1757
Thu May 20 2021 05:29:59 PM	Thu May 20 2021 05:36:12 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 06:47:49 PM	Thu May 20 2021 08:00:13 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Thu May 20 2021 06:47:49 PM	Thu May 20 2021 08:00:13 PM	JOE A CLEMONS	843-753-7007		800-922-0204

Thu May 20 2021 06:52:43 PM	Thu May 20 2021 06:52:48 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 10:20:51 PM	Thu May 20 2021 10:36:01 PM			JOE A CLEMONS	843-753-7007
Thu May 20 2021 11:09:04 PM	Thu May 20 2021 11:34:50 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Fri May 21 2021 07:32:08 AM	Fri May 21 2021 07:42:54 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 07:56:21 AM	Fri May 21 2021 08:04:04 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 08:05:38 AM	Fri May 21 2021 08:05:51 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 08:23:22 AM	Fri May 21 2021 08:23:51 AM	JOE A CLEMONS	843-753-7007	WALTER JR & ALBERTHA M LEE	843-753-3524
Fri May 21 2021 08:26:05 AM	Fri May 21 2021 08:26:19 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 08:26:57 AM	Fri May 21 2021 08:27:14 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Fri May 21 2021 08:35:44 AM	Fri May 21 2021 08:38:20 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 08:48:04 AM	Fri May 21 2021 08:48:29 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 08:51:32 AM	Fri May 21 2021 08:51:50 AM	JOE A CLEMONS	843-753-7007	ATLANTA GA	404-313-9287
Fri May 21 2021 08:55:40 AM	Fri May 21 2021 08:56:39 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-906-1133
Fri May 21 2021 09:25:19 AM	Fri May 21 2021 09:27:55 AM	JOE A CLEMONS	843-753-7007	RICHARD RAVENELL	843-753-3711
Fri May 21 2021 09:29:47 AM	Fri May 21 2021 09:30:06 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 09:35:19 AM	Fri May 21 2021 09:35:29 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 09:38:47 AM	Fri May 21 2021 09:40:41 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-364-2633
Fri May 21 2021 09:54:56 AM	Fri May 21 2021 10:08:53 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 10:09:33 AM	Fri May 21 2021 10:10:05 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Fri May 21 2021 10:13:55 AM	Fri May 21 2021 10:13:58 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 10:14:44 AM	Fri May 21 2021 10:15:02 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 10:22:46 AM	Fri May 21 2021 10:22:49 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 11:53:16 AM	Fri May 21 2021 11:53:30 AM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 12:24:21 PM	Fri May 21 2021 12:38:26 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Fri May 21 2021 12:24:21 PM	Fri May 21 2021 12:38:26 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Fri May 21 2021 12:39:17 PM	Fri May 21 2021 12:40:02 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 12:39:40 PM	Fri May 21 2021 12:43:01 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Fri May 21 2021 12:39:40 PM	Fri May 21 2021 12:43:01 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Fri May 21 2021 12:41:15 PM	Fri May 21 2021 12:53:54 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 01:24:33 PM	Fri May 21 2021 01:33:29 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 01:33:53 PM	Fri May 21 2021 01:37:08 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Fri May 21 2021 01:33:53 PM	Fri May 21 2021 01:37:08 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Fri May 21 2021 01:35:39 PM	Fri May 21 2021 02:19:31 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 02:21:39 PM	Fri May 21 2021 02:22:35 PM	JOE A CLEMONS	843-753-7007	TIMOTHY RAVENELL	843-753-2895
Fri May 21 2021 02:24:05 PM	Fri May 21 2021 02:24:25 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Fri May 21 2021 02:35:43 PM	Fri May 21 2021 03:26:02 PM	JOE A CLEMONS	843-753-7007	NEW ALBANY OH	614-775-7909
Fri May 21 2021 03:22:53 PM	Fri May 21 2021 03:23:26 PM			JOE A CLEMONS	843-753-7007

Two Calls Made ^{End} The Same Time.

Fri May 21 2021 03:33:45 PM	Fri May 21 2021 03:34:09 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 03:38:59 PM	Fri May 21 2021 04:06:27 PM	JOE A CLEMONS	843-753-7007	State Farm	855-534-0227
Fri May 21 2021 03:38:59 PM	Fri May 21 2021 04:06:27 PM	JOE A CLEMONS	843-753-7007	State Farm	855-534-0227
Fri May 21 2021 04:06:57 PM	Fri May 21 2021 04:35:12 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Fri May 21 2021 04:06:57 PM	Fri May 21 2021 04:35:12 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Fri May 21 2021 04:23:13 PM	Fri May 21 2021 04:23:17 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 04:37:31 PM	Fri May 21 2021 05:49:08 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 05:08:59 PM	Fri May 21 2021 05:09:24 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 05:35:36 PM	Fri May 21 2021 05:35:37 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 07:03:26 PM	Fri May 21 2021 07:03:33 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 07:24:49 PM	Fri May 21 2021 08:11:25 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 08:20:49 PM	Fri May 21 2021 08:22:22 PM			JOE A CLEMONS	843-753-7007
Fri May 21 2021 08:52:19 PM	Fri May 21 2021 08:52:28 PM	JOE A CLEMONS	843-753-7007	HOLLY HILL SC	803-971-0580
Fri May 21 2021 08:53:47 PM	Fri May 21 2021 08:53:58 PM	JOE A CLEMONS	843-753-7007	HOLLY HILL SC	803-971-0580
Fri May 21 2021 08:56:25 PM	Fri May 21 2021 08:56:27 PM	JOE A CLEMONS	843-753-7007	HOLLY HILL SC	803-971-0580
Fri May 21 2021 08:57:49 PM	Fri May 21 2021 08:57:49 PM	JOE A CLEMONS	843-753-7007	HOLLY HILL SC	803-971-0580
Sat May 22 2021 08:02:04 AM	Sat May 22 2021 08:16:31 AM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 09:38:34 AM	Sat May 22 2021 09:38:37 AM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 10:11:13 AM	Sat May 22 2021 10:11:17 AM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 10:26:45 AM	Sat May 22 2021 10:26:49 AM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 11:22:19 AM	Sat May 22 2021 11:22:27 AM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 01:06:35 PM	Sat May 22 2021 01:06:39 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 01:12:33 PM	Sat May 22 2021 01:12:49 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 01:58:15 PM	Sat May 22 2021 01:59:31 PM	JOE A CLEMONS	843-753-7007	SUMMERVL SC	843-873-1450
Sat May 22 2021 03:39:59 PM	Sat May 22 2021 03:40:53 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 04:05:07 PM	Sat May 22 2021 04:06:02 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 05:06:54 PM	Sat May 22 2021 05:08:32 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 05:09:10 PM	Sat May 22 2021 05:09:17 PM	JOE A CLEMONS	843-753-7007	HERBERT & RUTHIE DOYAL	843-749-1757
Sat May 22 2021 05:26:32 PM	Sat May 22 2021 05:26:43 PM	JOE A CLEMONS	843-753-7007		866-890-1151
Sat May 22 2021 05:26:32 PM	Sat May 22 2021 05:26:43 PM	JOE A CLEMONS	843-753-7007		866-890-1151
Sat May 22 2021 05:31:23 PM	Sat May 22 2021 05:53:31 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 06:34:47 PM	Sat May 22 2021 06:55:38 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 06:55:44 PM	Sat May 22 2021 06:55:46 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 06:55:59 PM	Sat May 22 2021 06:56:25 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 07:24:36 PM	Sat May 22 2021 07:29:06 PM	JOE A CLEMONS	843-753-7007	QUEEN RAVENELL	843-753-4465
Sat May 22 2021 07:31:55 PM	Sat May 22 2021 07:32:09 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 07:32:49 PM	Sat May 22 2021 07:44:58 PM	JOE A CLEMONS	843-753-7007	NWALTERBOR SC	843-538-3995

Sat May 22 2021 07:42:00 PM	Sat May 22 2021 07:42:04 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 07:42:30 PM	Sat May 22 2021 07:45:04 PM			JOE A CLEMONS	843-753-7007
Sat May 22 2021 07:45:22 PM	Sat May 22 2021 07:49:54 PM	JOE A CLEMONS	843-753-7007	NWALTERBOR SC	843-538-3995
Sat May 22 2021 07:50:21 PM	Sat May 22 2021 07:56:13 PM	JOE A CLEMONS	843-753-7007	HERBERT & RUTHIE DOYAL	843-749-1757
Sat May 22 2021 07:56:55 PM	Sat May 22 2021 08:04:17 PM	JOE A CLEMONS	843-753-7007	COLUMBIA SC	803-754-5209
Sat May 22 2021 09:14:17 PM	Sat May 22 2021 09:19:30 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Sun May 23 2021 08:41:31 AM	Sun May 23 2021 08:45:39 AM	JOE A CLEMONS	843-753-7007	HOME TELEPHONE CO METAS	843-482-1234
Sun May 23 2021 09:08:50 AM	Sun May 23 2021 09:11:33 AM	JOE A CLEMONS	843-753-7007	WALTER JR & ALBERTHA M LEE	843-753-3524
Sun May 23 2021 09:11:51 AM	Sun May 23 2021 09:50:26 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Sun May 23 2021 09:15:26 AM	Sun May 23 2021 09:15:29 AM			JOE A CLEMONS	843-753-7007
Sun May 23 2021 09:51:06 AM	Sun May 23 2021 09:51:09 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Sun May 23 2021 09:56:02 AM	Sun May 23 2021 09:59:03 AM			JOE A CLEMONS	843-753-7007
Sun May 23 2021 10:10:31 AM	Sun May 23 2021 10:14:39 AM			JOE A CLEMONS	843-753-7007
Sun May 23 2021 03:05:13 PM	Sun May 23 2021 03:06:06 PM			JOE A CLEMONS	843-753-7007
Sun May 23 2021 07:05:37 PM	Sun May 23 2021 07:08:33 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Sun May 23 2021 07:09:17 PM	Sun May 23 2021 07:18:50 PM	JOE A CLEMONS	843-753-7007	DETROITZNG MI	313-289-9813
Mon May 24 2021 08:34:41 AM	Mon May 24 2021 08:35:17 AM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 08:36:43 AM	Mon May 24 2021 08:37:09 AM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 08:49:10 AM	Mon May 24 2021 08:59:10 AM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 09:30:47 AM	Mon May 24 2021 09:32:05 AM	JOE A CLEMONS	843-753-7007	ATLANTA GA	404-313-9287
Mon May 24 2021 09:45:19 AM	Mon May 24 2021 09:51:09 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-364-2633
Mon May 24 2021 09:51:07 AM	Mon May 24 2021 09:51:37 AM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 10:12:11 AM	Mon May 24 2021 10:24:09 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-767-5284
Mon May 24 2021 10:26:00 AM	Mon May 24 2021 10:26:33 AM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 10:35:23 AM	Mon May 24 2021 10:36:31 AM	JOE A CLEMONS	843-753-7007	COLUMBIA SC	803-734-2037
Mon May 24 2021 10:38:17 AM	Mon May 24 2021 10:38:42 AM	JOE A CLEMONS	843-753-7007	COLUMBIA SC	803-734-2038
Mon May 24 2021 10:39:25 AM	Mon May 24 2021 10:44:17 AM	JOE A CLEMONS	843-753-7007	COLUMBIA SC	803-734-2038
Mon May 24 2021 10:40:50 AM	Mon May 24 2021 10:41:11 AM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 10:45:03 AM	Mon May 24 2021 10:52:23 AM	JOE A CLEMONS	843-753-7007		877-797-2227
Mon May 24 2021 10:45:03 AM	Mon May 24 2021 10:52:23 AM	JOE A CLEMONS	843-753-7007		877-797-2227
Mon May 24 2021 10:59:58 AM	Mon May 24 2021 11:03:47 AM	JOE A CLEMONS	843-753-7007	HOME TELEPHONE CO METAS	843-482-1234
Mon May 24 2021 11:07:58 AM	Mon May 24 2021 11:17:52 AM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 11:09:45 AM	Mon May 24 2021 11:09:55 AM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 11:18:34 AM	Mon May 24 2021 11:19:04 AM	JOE A CLEMONS	843-753-7007	WAMPEE SC	843-734-1080
Mon May 24 2021 02:36:21 PM	Mon May 24 2021 02:37:06 PM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 02:45:54 PM	Mon May 24 2021 02:48:19 PM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 02:49:20 PM	Mon May 24 2021 03:19:23 PM	JOE A CLEMONS	843-753-7007	State Farm	855-534-0227

Mon May 24 2021 02:49:20 PM	Mon May 24 2021 03:19:23 PM	JOE A CLEMONS	843-753-7007	State Farm	855-534-0227
Mon May 24 2021 03:25:03 PM	Mon May 24 2021 03:25:50 PM	JOE A CLEMONS	843-753-7007	HOME TELEPHONE CO METAS	843-482-1234
Mon May 24 2021 03:32:18 PM	Mon May 24 2021 03:33:15 PM	JOE A CLEMONS	843-753-7007	COLUMBIA SC	803-734-2052
Mon May 24 2021 03:36:40 PM	Mon May 24 2021 03:38:52 PM	JOE A CLEMONS	843-753-7007	COLUMBIA SC	803-734-2809
Mon May 24 2021 03:40:36 PM	Mon May 24 2021 03:42:08 PM	JOE A CLEMONS	843-753-7007	ORANGEBURG SC	803-534-2448
Mon May 24 2021 03:56:50 PM	Mon May 24 2021 04:00:11 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-762-2442
Mon May 24 2021 04:40:24 PM	Mon May 24 2021 04:40:39 PM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 04:53:18 PM	Mon May 24 2021 04:55:01 PM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 05:16:34 PM	Mon May 24 2021 05:22:12 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Mon May 24 2021 05:16:42 PM	Mon May 24 2021 05:18:09 PM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 05:42:05 PM	Mon May 24 2021 05:42:55 PM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 05:43:24 PM	Mon May 24 2021 05:53:41 PM	JOE A CLEMONS	843-753-7007	HERBERT & RUTHIE DOYAL	843-749-1757
Mon May 24 2021 05:54:04 PM	Mon May 24 2021 05:56:09 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Mon May 24 2021 06:00:09 PM	Mon May 24 2021 06:02:49 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Mon May 24 2021 06:35:14 PM	Mon May 24 2021 06:36:27 PM	JOE A CLEMONS	843-753-7007	JAMES H LEE	843-753-2485
Mon May 24 2021 07:15:56 PM	Mon May 24 2021 07:16:19 PM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 07:47:01 PM	Mon May 24 2021 08:53:23 PM			JOE A CLEMONS	843-753-7007
Mon May 24 2021 08:54:47 PM	Mon May 24 2021 08:58:21 PM	JOE A CLEMONS	843-753-7007	PINEVILLE SC	843-351-2188
Tue May 25 2021 08:49:50 AM	Tue May 25 2021 08:50:10 AM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 09:04:58 AM	Tue May 25 2021 09:05:45 AM	JOE A CLEMONS	843-753-7007	BISHOP GEORGE B JR ATTY	843-761-8213
Tue May 25 2021 09:04:58 AM	Tue May 25 2021 09:05:45 AM	JOE A CLEMONS	843-753-7007	BISHOP GEORGE B JR ATTY	843-761-8214
Tue May 25 2021 09:06:23 AM	Tue May 25 2021 09:12:32 AM	JOE A CLEMONS	843-753-7007	COLUMBIA SC	803-734-2038
Tue May 25 2021 09:14:50 AM	Tue May 25 2021 09:15:00 AM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 11:47:37 AM	Tue May 25 2021 11:47:42 AM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 12:11:41 PM	Tue May 25 2021 12:11:55 PM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 03:04:16 PM	Tue May 25 2021 03:04:20 PM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 03:04:40 PM	Tue May 25 2021 03:06:32 PM	JOE A CLEMONS	843-753-7007	JAMES H LEE	843-753-2485
Tue May 25 2021 03:11:31 PM	Tue May 25 2021 03:23:16 PM	JOE A CLEMONS	843-753-7007	COLUMBIA SC	803-734-2038
Tue May 25 2021 03:14:37 PM	Tue May 25 2021 03:14:53 PM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 03:23:47 PM	Tue May 25 2021 04:23:47 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Tue May 25 2021 03:23:47 PM	Tue May 25 2021 04:23:47 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Tue May 25 2021 04:32:28 PM	Tue May 25 2021 04:40:09 PM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 04:42:27 PM	Tue May 25 2021 04:58:33 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Tue May 25 2021 05:19:54 PM	Tue May 25 2021 05:26:00 PM	JOE A CLEMONS	843-753-7007	MONCKS COR SC	843-291-3780
Tue May 25 2021 05:36:48 PM	Tue May 25 2021 06:07:52 PM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 06:16:40 PM	Tue May 25 2021 06:35:42 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Tue May 25 2021 06:23:30 PM	Tue May 25 2021 06:24:12 PM			JOE A CLEMONS	843-753-7007

Tue May 25 2021 06:24:09 PM	Tue May 25 2021 06:24:24 PM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 06:45:30 PM	Tue May 25 2021 06:50:10 PM	JOE A CLEMONS	843-753-7007	RICHARD RAVENELL	843-753-3711
Tue May 25 2021 06:47:02 PM	Tue May 25 2021 06:47:05 PM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 08:01:23 PM	Tue May 25 2021 08:22:00 PM	JOE A CLEMONS	843-753-7007	HERBERT & RUTHIE DOYAL	843-749-1757
Tue May 25 2021 08:57:47 PM	Tue May 25 2021 08:57:50 PM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 09:02:49 PM	Tue May 25 2021 09:05:57 PM			JOE A CLEMONS	843-753-7007
Tue May 25 2021 10:56:59 PM	Tue May 25 2021 11:30:23 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 08:15:26 AM	Wed May 26 2021 08:15:31 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Wed May 26 2021 08:23:44 AM	Wed May 26 2021 08:24:01 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-364-2633
Wed May 26 2021 08:27:46 AM	Wed May 26 2021 08:28:40 AM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 08:39:39 AM	Wed May 26 2021 08:40:44 AM	JOE A CLEMONS	843-753-7007	HERBERT & RUTHIE DOYAL	843-749-1757
Wed May 26 2021 08:41:49 AM	Wed May 26 2021 08:53:39 AM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 08:54:12 AM	Wed May 26 2021 08:56:51 AM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 08:57:27 AM	Wed May 26 2021 08:59:58 AM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 09:02:49 AM	Wed May 26 2021 09:02:51 AM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 09:05:33 AM	Wed May 26 2021 09:06:37 AM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 09:06:36 AM	Wed May 26 2021 09:07:52 AM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 09:16:29 AM	Wed May 26 2021 09:16:34 AM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 10:56:50 AM	Wed May 26 2021 10:57:06 AM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 04:02:33 PM	Wed May 26 2021 04:09:05 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 04:12:24 PM	Wed May 26 2021 04:14:48 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 04:14:46 PM	Wed May 26 2021 04:24:43 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 04:25:03 PM	Wed May 26 2021 04:27:14 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Wed May 26 2021 04:27:16 PM	Wed May 26 2021 04:34:14 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 04:45:47 PM	Wed May 26 2021 04:47:33 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 05:44:24 PM	Wed May 26 2021 05:49:25 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 05:51:51 PM	Wed May 26 2021 05:54:20 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-364-2633
Wed May 26 2021 05:54:57 PM	Wed May 26 2021 05:55:42 PM	JOE A CLEMONS	843-753-7007	MONCKS COR SC	843-899-3600
Wed May 26 2021 05:56:32 PM	Wed May 26 2021 05:56:50 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
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Wed May 26 2021 06:00:57 PM	Wed May 26 2021 06:01:01 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 06:10:12 PM	Wed May 26 2021 06:11:04 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 06:17:25 PM	Wed May 26 2021 06:17:28 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 06:21:18 PM	Wed May 26 2021 06:21:47 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-737-1085
Wed May 26 2021 06:23:11 PM	Wed May 26 2021 06:52:25 PM			JOE A CLEMONS	843-753-7007

Wed May 26 2021 06:54:27 PM	Wed May 26 2021 06:54:41 PM	JOE A CLEMONS	843-753-7007		866-890-1151
Wed May 26 2021 06:54:27 PM	Wed May 26 2021 06:54:41 PM	JOE A CLEMONS	843-753-7007		866-890-1151
Wed May 26 2021 06:58:32 PM	Wed May 26 2021 06:58:42 PM			JOE A CLEMONS	843-753-7007
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Wed May 26 2021 07:45:46 PM	Wed May 26 2021 07:47:10 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 08:25:02 PM	Wed May 26 2021 09:16:04 PM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 07:23:25 AM	Thu May 27 2021 07:24:24 AM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 08:32:06 AM	Thu May 27 2021 09:10:37 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Thu May 27 2021 09:05:25 AM	Thu May 27 2021 09:05:45 AM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 09:10:56 AM	Thu May 27 2021 09:17:22 AM	JOE A CLEMONS	843-753-7007	NWALTERBOR SC	843-538-3995
Thu May 27 2021 09:20:07 AM	Thu May 27 2021 09:23:41 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Thu May 27 2021 09:39:13 AM	Thu May 27 2021 09:43:10 AM	JOE A CLEMONS	843-753-7007	BERKELEY CTY GOV COURTHOUSE	843-719-4400
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Thu May 27 2021 09:47:07 AM	Thu May 27 2021 09:47:23 AM	JOE A CLEMONS	843-753-7007	GREELEY CO	970-395-4140
Thu May 27 2021 09:50:13 AM	Thu May 27 2021 10:39:53 AM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 10:14:15 AM	Thu May 27 2021 10:14:27 AM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 10:42:21 AM	Thu May 27 2021 10:45:46 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-727-4381
Thu May 27 2021 10:49:31 AM	Thu May 27 2021 10:59:59 AM	JOE A CLEMONS	843-753-7007	BERKELEY CTY GOVERNMENT SOLI	843-719-4529
Thu May 27 2021 11:11:01 AM	Thu May 27 2021 11:11:20 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-364-2633
Thu May 27 2021 11:12:09 AM	Thu May 27 2021 11:20:11 AM	JOE A CLEMONS	843-753-7007	ORVIN S INSURANCE AGENCY	843-567-3181
Thu May 27 2021 11:23:47 AM	Thu May 27 2021 11:25:37 AM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 11:27:18 AM	Thu May 27 2021 11:31:30 AM	JOE A CLEMONS	843-753-7007	NATHANIEL FOOTMAN	843-753-7381
Thu May 27 2021 11:32:02 AM	Thu May 27 2021 11:33:56 AM	JOE A CLEMONS	843-753-7007	MONCKS COR SC	843-899-3600
Thu May 27 2021 11:34:29 AM	Thu May 27 2021 11:52:17 AM	JOE A CLEMONS	843-753-7007	GERALDINE R SMITH	843-753-2430
Thu May 27 2021 11:55:40 AM	Thu May 27 2021 11:55:53 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Thu May 27 2021 11:57:01 AM	Thu May 27 2021 11:59:35 AM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 12:07:02 PM	Thu May 27 2021 12:08:25 PM	JOE A CLEMONS	843-753-7007	JAMES H LEE	843-753-2485
Thu May 27 2021 12:08:56 PM	Thu May 27 2021 12:09:42 PM	JOE A CLEMONS	843-753-7007	WALTER JR & ALBERTHA M LEE	843-753-3524
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Thu May 27 2021 12:19:15 PM	Thu May 27 2021 12:22:23 PM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 12:21:27 PM	Thu May 27 2021 12:21:34 PM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 12:26:10 PM	Thu May 27 2021 12:26:33 PM			JOE A CLEMONS	843-753-7007
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Thu May 27 2021 02:16:12 PM	Thu May 27 2021 02:17:35 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-364-2633
Thu May 27 2021 02:18:08 PM	Thu May 27 2021 02:18:46 PM			JOE A CLEMONS	843-753-7007

Thu May 27 2021 02:20:52 PM	Thu May 27 2021 02:24:14 PM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 04:16:50 PM	Thu May 27 2021 04:19:36 PM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 04:18:42 PM	Thu May 27 2021 04:19:19 PM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 04:25:20 PM	Thu May 27 2021 04:34:18 PM			JOE A CLEMONS	843-753-7007
Thu May 27 2021 04:34:34 PM	Thu May 27 2021 04:37:35 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Thu May 27 2021 04:40:05 PM	Thu May 27 2021 04:50:05 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Thu May 27 2021 04:51:09 PM	Thu May 27 2021 05:12:29 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-830-2963
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Thu May 27 2021 08:28:40 PM	Thu May 27 2021 08:32:43 PM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 12:12:36 AM	Fri May 28 2021 12:56:53 AM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 06:31:34 AM	Fri May 28 2021 06:31:37 AM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 10:31:12 AM	Fri May 28 2021 10:31:34 AM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 12:37:59 PM	Fri May 28 2021 12:38:00 PM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 02:20:13 PM	Fri May 28 2021 02:21:41 PM	JOE A CLEMONS	843-753-7007	QUEEN RAVENELL	843-753-4465
Fri May 28 2021 02:22:04 PM	Fri May 28 2021 02:33:03 PM	JOE A CLEMONS	843-753-7007	HERBERT & RUTHIE DOYAL	843-749-1757
Fri May 28 2021 02:56:03 PM	Fri May 28 2021 02:59:32 PM	JOE A CLEMONS	843-753-7007		800-734-5870
Fri May 28 2021 02:56:03 PM	Fri May 28 2021 02:59:32 PM	JOE A CLEMONS	843-753-7007		800-734-5870
Fri May 28 2021 02:59:46 PM	Fri May 28 2021 03:15:23 PM	JOE A CLEMONS	843-753-7007		800-734-5870
Fri May 28 2021 02:59:46 PM	Fri May 28 2021 03:15:23 PM	JOE A CLEMONS	843-753-7007		800-734-5870
Fri May 28 2021 04:09:34 PM	Fri May 28 2021 04:13:46 PM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 04:46:27 PM	Fri May 28 2021 04:46:27 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Fri May 28 2021 04:46:49 PM	Fri May 28 2021 05:07:50 PM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 04:52:57 PM	Fri May 28 2021 04:54:08 PM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 06:33:17 PM	Fri May 28 2021 06:39:27 PM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 06:43:04 PM	Fri May 28 2021 06:43:29 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-737-1085
Fri May 28 2021 06:44:33 PM	Fri May 28 2021 06:53:11 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-906-4654
Fri May 28 2021 07:43:30 PM	Fri May 28 2021 08:29:46 PM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 08:11:56 PM	Fri May 28 2021 08:15:01 PM			JOE A CLEMONS	843-753-7007
Fri May 28 2021 08:58:06 PM	Fri May 28 2021 09:13:22 PM	JOE A CLEMONS	843-753-7007	COLUMBIA SC	803-754-5209
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Sat May 29 2021 09:41:07 AM	Sat May 29 2021 09:51:12 AM	JOE A CLEMONS	843-753-7007	NWALTERBOR SC	843-538-3995
Sat May 29 2021 09:53:57 AM	Sat May 29 2021 09:54:23 AM	JOE A CLEMONS	843-753-7007	HERBERT & RUTHIE DOYAL	843-749-1757
Sat May 29 2021 09:54:23 AM	Sat May 29 2021 10:04:57 AM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 10:05:19 AM	Sat May 29 2021 10:06:45 AM	JOE A CLEMONS	843-753-7007	HERBERT & RUTHIE DOYAL	843-749-1757

Sat May 29 2021 10:06:44 AM	Sat May 29 2021 10:09:26 AM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 10:10:30 AM	Sat May 29 2021 10:22:00 AM	JOE A CLEMONS	843-753-7007	DETROITZN6 MI	313-289-9813
Sat May 29 2021 10:16:43 AM	Sat May 29 2021 10:16:52 AM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 10:23:03 AM	Sat May 29 2021 10:23:12 AM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 10:24:15 AM	Sat May 29 2021 10:24:23 AM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 10:25:01 AM	Sat May 29 2021 10:26:58 AM	JOE A CLEMONS	843-753-7007	WALTER JR & ALBERTHA M LEE	843-753-3524
Sat May 29 2021 10:30:08 AM	Sat May 29 2021 10:42:07 AM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 10:42:47 AM	Sat May 29 2021 10:42:52 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-906-1133
Sat May 29 2021 11:20:00 AM	Sat May 29 2021 11:32:38 AM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 11:24:08 AM	Sat May 29 2021 11:24:11 AM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 11:33:38 AM	Sat May 29 2021 11:45:12 AM			JOE A CLEMONS	843-753-7007
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Sat May 29 2021 01:11:59 PM	Sat May 29 2021 01:12:35 PM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 01:32:46 PM	Sat May 29 2021 01:33:15 PM	JOE A CLEMONS	843-753-7007	HOLLY HILL SC	803-496-6488
Sat May 29 2021 01:55:24 PM	Sat May 29 2021 02:01:36 PM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 02:01:37 PM	Sat May 29 2021 02:02:14 PM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 02:18:26 PM	Sat May 29 2021 02:35:16 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Sat May 29 2021 04:50:25 PM	Sat May 29 2021 04:55:03 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Sat May 29 2021 07:00:10 PM	Sat May 29 2021 07:15:34 PM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 07:52:02 PM	Sat May 29 2021 07:52:30 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Sat May 29 2021 09:23:47 PM	Sat May 29 2021 09:43:59 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Sun May 30 2021 10:02:25 AM	Sun May 30 2021 10:57:16 AM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Sun May 30 2021 11:12:27 AM	Sun May 30 2021 11:14:47 AM			JOE A CLEMONS	843-753-7007
Sun May 30 2021 11:28:27 AM	Sun May 30 2021 11:30:34 AM			JOE A CLEMONS	843-753-7007
Sun May 30 2021 11:30:32 AM	Sun May 30 2021 11:44:23 AM			JOE A CLEMONS	843-753-7007
Sun May 30 2021 12:51:43 PM	Sun May 30 2021 12:52:05 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Sun May 30 2021 01:27:17 PM	Sun May 30 2021 01:27:20 PM			JOE A CLEMONS	843-753-7007
Sun May 30 2021 01:28:19 PM	Sun May 30 2021 01:36:31 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Sun May 30 2021 01:38:03 PM	Sun May 30 2021 01:38:17 PM			JOE A CLEMONS	843-753-7007
Sun May 30 2021 01:49:41 PM	Sun May 30 2021 01:49:42 PM			JOE A CLEMONS	843-753-7007
Sun May 30 2021 03:45:55 PM	Sun May 30 2021 03:45:58 PM			JOE A CLEMONS	843-753-7007
Sun May 30 2021 03:48:34 PM	Sun May 30 2021 03:49:10 PM			JOE A CLEMONS	843-753-7007
Sun May 30 2021 05:20:58 PM	Sun May 30 2021 05:21:06 PM			JOE A CLEMONS	843-753-7007
Sun May 30 2021 05:21:51 PM	Sun May 30 2021 05:21:57 PM			JOE A CLEMONS	843-753-7007
Sun May 30 2021 06:29:49 PM	Sun May 30 2021 06:29:51 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Sun May 30 2021 06:40:16 PM	Sun May 30 2021 06:55:09 PM			JOE A CLEMONS	843-753-7007

Common Pleas

Clerk : Leah Guerry Dupree

300 B California Avenue

Moncks Corner, SC 29461

Phone:(843) 719-4400 Fax:(843) 719-4509

Received From: Clemons, Joe
2022 Addidas St.
Eutawville, SC 29048

Date: 10/10/2022
Receipt #: 6114351
Clerk: c08stovin

Paying for: Self
Transaction Type: Payment

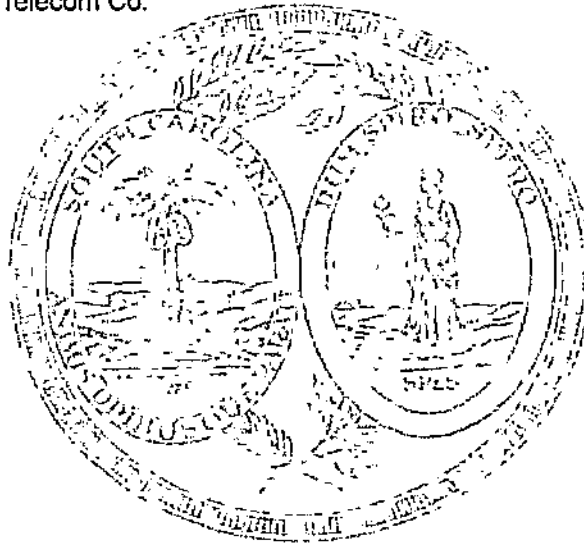
Payment Type: Cash \$150.00
Total Paid: \$150.00

Reference #:
Comment:
Non-Refundable

You may check the status of your Berkeley case at:

<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2022CP0802427	Joe Clemons VS William S Helmly/President & CEO of Home Telecom Co.	\$150.00	\$150.00	\$0.00



Total Cases: 1	\$150.00	\$150.00	\$0.00
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Answer

This case is about how Home Telecom and Mr. Helmly the Respondent, is using the local court to commit a crime and hurt people by using lawyers and the court system to take advantage of the normal public that is helpless and powerless to defend themselves.

The Respondent lawyer is making up a situation in finding all types of laws and cases to validate the situation that he is making up. This case is about fraud /bad faith (150), the case before was about breach of contract (140). I gave the judge all the proof and paperwork that was needed to show that it was not a statue of limitation or anything that the respondent had stated.

Request to Charge

I, the appellant have presented the truth with proof that is a fact, which is Direct and Circumstantial Evidence that can lead to only one conclusion that can be consistent with the facts which is a matter of law.

The sole purpose of the local courts is to make fair, honest judgments between disputing parties without any outside influence other than the proof and facts. When local courts fail at their ethical responsibility our only other hope we have is the Appellate Court to do their job ethically and with morals that they have been officially committed to do.

Appellant's Exhibits

STATE OF SOUTH CAROLINA

ISSUED BY THE Common Pleas COURT IN THE COUNTY OF Berkeley
Joe Clemens, Plaintiff

William S. Helmick, President
& CEO, Home Telecom Company Defendant
(Jointly & Severally Liable)

SUBPOENA IN A CIVIL CASE

Case Number: 22-02-CP-08-02427Pending in Berkeley CountyTO: Berkeley County Clerk of Court

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY _____

COURTROOM _____

DATE AND TIME _____

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION _____

DATE AND TIME _____

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects: I'm Requesting per Judge Roger Young's recommendation that the Berkeley Clerk of Court Sabogera the personal phone records of Joe Clemens, phone number 843-753-7007 from Home Telecom's Server/Data Base from 3-5-2017 thru 3-17-2017 with emphasis on all calls made to or from State Farm Insurance Company and the Peggy Perrell Agency with 4 from 3-10-2017.)
 PLACE 2202 Addidas St
Edinville, SC, 29048

DATE AND TIME 3-5-2023

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES _____

DATE AND TIME _____

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Joe Clemens
 Attorney/Issuing Officer's Signature
 Indicate if Attorney for Plaintiff or Defendant
 Attorney's Address and Telephone Number:

2-22-2023 Joe Clemens
 Date Print Name

Leah Guerry Dupree
 Clerk of Court/Issuing Officer's Signature
 Pro Se Litigant's Name, Address and Telephone Number:

2/23/2023 Leah Guerry Dupree
 Date Print Name

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

STATE OF SOUTH CAROLINA

ISSUED BY THE Common Pleas COURT IN THE COUNTY OF Berkeley
Joe Clemens, Plaintiff

William S. Helmick, President
& CEO, Home Telecom Company Defendant
(Jointly & Severally Liable)

SUBPOENA IN A CIVIL CASE

Case Number: 22-02-CP-08-02427

Pending in Berkeley County

TO: Berkeley County Clerk of Court

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY _____

COURTROOM _____

DATE AND TIME _____

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION _____

DATE AND TIME _____

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects: I'm Requesting per Judge Roger Young's recommendation that the Berkeley Clerk of Court Sabogera the personal phone records of Joe Clemens, phone number 843-753-7007 from Home Telecom's Server/Data Base from 3-5-2017 thru 3-17-2017 with emphasis on all calls made to or from State Farm Insurance Company and the Peggy Perrell Agency with 4 from 3-10-2017.)
 PLACE 2202 Addidas St
Edinville, SC, 29048

DATE AND TIME 3-5-2023

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES _____

DATE AND TIME _____

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Joe Clemens
 Attorney/Issuing Officer's Signature
 Indicate if Attorney for Plaintiff or Defendant
 Attorney's Address and Telephone Number:

2-22-2023 Joe Clemens
 Date Print Name

Leah Guerry Dupree
 Clerk of Court/Issuing Officer's Signature
 Pro Se Litigant's Name, Address and Telephone Number:

2/23/2023 Leah Guerry Dupree
 Date Print Name

cc: JC

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

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(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

RECEIVED

Dec 15 2023

SC Court of Appeals

Certificate of Appellant

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

s/Joe Clemons

2202 Addidas St.

Eutawville, South Carolina 29048

E-Mail: clemonswelding1@gmail

(843) 753-7007

Appellant, Pro se/Apologist

Eutawville, South Carolina

December 13, 2023