

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Larry B. Hyman, Jr., Circuit Court Judge

Case No: 2011-CP-22-319

Litchfield Plantation Association, Inc., Joseph E. Johnson, Thomas Eckard,
Carol E. Kirby, Robert F. McMahan, Jr. and Thomas Martin Phillips.....Appellants.

v.

Litchfield Plantation Company, Inc.Respondent.

AND,

E.Scott Trotter.....Intervenor.

RESPONDENT'S RETURN TO APPELLANTS' MOTION

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RESPONDENT'S RETURN TO APPELLANT'S MOTION

Pursuant to Rule 240 (e), SCACR, Respondent Litchfield Plantation Company, Inc. offers the following return to Appellants' Motion to Strike Portions of Respondent's Designation of Matter:

Respondent requested in its Designation of Matter that the complaint filed in Civil Action Number 2013-CP-22-0598 be included in the Record of Appeal. Civil Action Number 2013-CP-22-0598 is a lawsuit filed by Respondent E. Scott Trotter against Appellants Joseph E. Johnston, Robert F. McMahan, and Carol E. Kirby. In his complaint, Mr. Trotter claims he was defamed by the Appellants and that Appellants committed abuse of process by filing criminal charges against him. The complaint also seeks damages for intentional infliction of emotional distress, malicious prosecution, false imprisonment, and civil conspiracy. A copy of the complaint is attached.

Respondent believes the complaint is relevant to the present appeal for the following reasons:

- In Appellants' Initial Brief, page nine, Appellants state:

On April 27, 2011, the Developer's President, Trotter, assigned almost \$1,000,000.00 in promissory notes, in his capacity as the Association's President, to a related Trotter entity, "Litchfield Plantation Buyout Group, LLC." (Assignment of Prom. Notes). This act led to Trotter's arrest and indictment for Grand Larceny. (Warrant; Sept. 20 Trans, pg. 3-9). The indictment was later dismissed with leave to re-file. (Sept. 20 Trans, pg. 5). When the Appellants were finally allowed to take Trotter's deposition, Trotter terminated the deposition. (Sept. 20 Trans. Pd. 3-9).

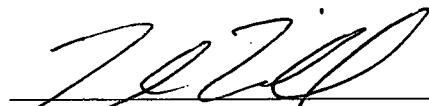
- In Appellants' Initial Brief, page fourteen, Appellants state, "[i]t is undisputed the Developer converted Association's money.
- In Appellants' Initial Brief, page seventeen, Appellants state, "Developer took nearly \$1,000,000.00 in Association money, and its president assigned the promissory notes to himself after the Appellant Association filed suit."

- Appellants included in their Designation of Matter the Arrest Warrant for Mr. Trotter filed July 11, 20122
- In their memorandum against Mr. Trotter's Motion to Intervene, which is a part of the record, Appellants argued:

On July 1, 2011 Trotter was arrested and charged with Grand Larceny by the Georgetown County Sheriff for converting Promissory Notes and Mortgages with a value of \$926,881.00 that belonged to the Plaintiff, Litchfield Plantation Association, to Trotter's own company, Litchfield Buyout Group....to allow Trotter to intervene in this action will also change the nature of this action....The Association has legal claims against Trotter arising from his action as President of the Association. These claims include the claim for conversion related to the AssignmentTo allow Trotter to intervene in this action will require that these claim (*sic*) be brought in this action and will convert this action from a declaratory judgment action to a claim for monetary relief.

Appellants have included references to unsubstantiated allegations against Mr. Trotter and Litchfield Plantation Company, Inc. in their Initial Brief. The Court should be aware that the allegations asserted by Appellants are currently being litigated and are not "undisputed facts" as described by the Appellants. The complaint filed in Civil Action Number 2013-CP-22-0598 is relevant to this appeal because of the allegations asserted by Appellants in their Initial Brief.

Respectfully submitted,



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Litchfield Plantation Company, Inc.

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Edwin Scott Trotter

Plaintiff(s)

vs.

Joseph E. Johnston, Robert F. McMahan, Jr., and Carol E. Kirby,

Defendant(s)

(Please Print)

Submitted By: Peter Protopapas

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IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2013-CP-22-00598

NOTE: The cover sheet 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. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

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)

- | | | | |
|--|--|--|---|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20__-CP-____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Other (799) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) | <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature:

Chapel Key

Date: June 13 2013

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

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Georgetown, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Edwin Scott Trotter,

Plaintiffs,

vs.

Joseph E. Johnston, Robert F. McMahan, Jr., and Carol E. Kirby,

Defendants.

IN THE COURT OF COMMON PLEAS

FIFTEENTH JUDICIAL CIRCUIT

Civil Action No:

2013-CP-22-00598

COMPLAINT
(Jury Trial Demanded)

RECEIVED
COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
GEORGETOWN, SOUTH CAROLINA
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COMES NOW the plaintiff, Edwin Scott Trotter ("Plaintiff"), complaining of the defendants, Joseph E. Johnston, Robert F. McMahan, Jr., and Carol E. Kirby, ("Defendants"), who, through his undersigned counsel, respectfully shows unto the Court as follows:

PARTIES

1. Plaintiff is a citizen and resident of Charleston County, South Carolina.
2. Plaintiff is informed and believes that Defendant Joseph E. Johnston ("Johnston") is a citizen and resident of Georgetown County, South Carolina.
3. Plaintiff is informed and believes that Defendant Robert F. McMahan, Jr. ("McMahan") is a citizen and resident of Georgetown County, South Carolina.
4. Plaintiff is informed and believes that Defendant Carol E. Kirby ("Kirby") is a citizen and resident of Georgetown County, South Carolina.

JURISDICTION

5. This Court has jurisdiction over the matters alleged herein pursuant to S.C. Code Ann. §§ 36-2-802 and 36-2-803, Article V of the Constitution of the State of South Carolina, and the Court's plenary powers.

VENUE

6. Plaintiff is informed and believes that venue is appropriate in this Court.

FACTS

7. Plaintiff has been involved in the real estate industry as a businessman, developer and agent in the Georgetown County area for twenty (20) years.
8. Litchfield Plantation is a real estate development located in Georgetown County, South Carolina that is governed by the Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation and Waiver of Rights for First Refusal and Amended and Restated Bylaws ("Covenants"), recorded May 3, 2005 in the Office of the Register of Deeds for Georgetown County.
9. Litchfield Plantation Company, Inc. ("LPC") has been involved in the ownership and development of Litchfield Plantation for approximately forty years.
10. Litchfield Plantation Association, Inc. ("Association") is the homeowner's association for Litchfield Plantation.
11. Defendants are owners of property in Litchfield Plantation and members of the Association.
12. The Association is run by a board of governors ("Board") under the terms and conditions set forth in the Covenants.
13. In February of 2011, Defendants and others called for a special meeting of Litchfield Plantation property owners for purposes of, among other things, electing a new Board.
14. Upon information and belief, the notices for the meeting did not comply with the notice requirements in the Covenants.
15. The meeting took place on February 26, 2011.

16. Upon information and belief, there were not enough members of the Association present to constitute a quorum for voting purposes as required by the Covenants.
17. At the time of the meeting, Plaintiff was president of LPC.
18. Plaintiff appeared at the meeting on behalf of LPC.
19. Prior to and at the meeting, Plaintiff, as president of LPC, objected to the meeting and the election pursuant to LPC's Class B voting rights under the Covenants.
20. LPC has Class B voting rights by virtue of its status as the "Declarant" as defined in the Covenants.
21. LPC's Class B voting rights create a supermajority vote in its favor with respect to matters governed by the Covenants, including matters arising at the Association's meetings.
22. Specifically, Section 5.5 of the Covenants provides:

Voting. The Association shall have two classes of Membership, Class "A" and Class "B".

 - (A) Class "A". Class "A" Members shall include all Owners except for the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot for which they hold the interest required for membership under Section 5.4; there shall be one vote per Lot.
 - (B) Class "B". The sole Class "B" member shall be the Declarant. The rights of the Class "B" Member, including the right to disapprove actions of the Board and any Committees, are specified in the relevant sections of this Declaration and the Bylaws. During the Class "B" share period; the Class "B" Member shall have the number of votes equal to all Class "A" Members plus one (1) vote.

23. Despite LPC's objection to the meeting and the election, Defendants went forward with the election of a new Board made up of Defendants.

24. Defendants' failure to comply with the procedural requirements in the Covenants, coupled with LPC's veto of the meeting and the election, called into doubt the propriety of the meeting and the enforceability of the election of Defendants to the Board.

25. Plaintiff is informed and believes that Defendant McMahan indicated at the meeting that the validity of the newly elected Board was questionable without LPC's consent.

26. Accordingly, on March 9, 2011, Defendants filed a civil action in the Court of Common Pleas for Georgetown County, South Carolina captioned *Litchfield Plantation Association, Inc., Joseph E. Johnston, Thomas Eckard, Carol E. Kirby, Robert F. McMahan, Jr. and Thomas Martin Phillips v. Litchfield Plantation Company, Inc.*, Civil Action No. 2011-CP-22-00319 ("Civil Action").

27. McMahan, an attorney licensed to practice law in the State of South Carolina, represented Defendants in the Civil Action and filed the complaint in the Civil Action on their behalf.

28. As plaintiffs in the Civil Action, Defendants requested relief from the Court pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code Ann. § 15-53-10, *et seq.*, as follows:

- a. a declaration that Defendants were the duly elected members of the Board; and
- b. a declaration that the Class B voting period described in the Covenants expired on January 1, 2011.

29. At the time the Civil Action was filed, there was an actual, unresolved controversy with respect to the issue of whether Defendants were the duly elected members of the Board.

30. At the time the Civil Action was filed, there was an actual, unresolved controversy with respect to the issue of whether Plaintiff remained president of the Board.

31. At the time the Civil Action was filed, Defendants knew that there was an actual, unresolved controversy with respect to the issues of whether Defendants were duly elected members of the Board and whether Plaintiff remained president of the Board.

32. On or about April 27, 2012, Plaintiff assigned certain notes and mortgages in favor of the Association from the Association to Litchfield Plantation Buyout Group, LLC ("LPBG"), a limited liability corporation in which Plaintiff held an ownership interest.

33. Plaintiff acted in his rightful and lawful capacity as president of the Board when he assigned the notes and mortgages.

34. Plaintiff never had any intention of depriving the Association of any profits or benefits available to it under the notes and mortgages.

35. In connection with the assignment, Plaintiff executed an Agreement on Assignment ("Agreement") and an Amended Agreement on Assignment of Rights ("Amended Agreement"; collectively, Agreements").

36. The Agreements provide that the assignment was made to protect the Association from a foreclosure action.

37. The Amended Agreement provides that LPBG will re-assign all rights and benefits it receives under the notes and mortgages as directed by the Court in the Civil Action filed by Defendants or by any other court of competent jurisdiction.
38. Plaintiff acted on the advice of his counsel, Charles O. Nation, Esq. ("Nation") with respect to the assignment.
39. Nation advised Plaintiff that it was his opinion that Plaintiff was president of the Board with the authority to assign the notes and mortgages on April 27, 2011.
40. On or about June 17, 2011, Plaintiff met with Johnston at a restaurant in Georgetown County.
41. At the meeting, Plaintiff advised Johnston that he had no intention of taking the assigned notes and mortgages for his benefit or profiting from the assignment.
42. On or about June 24, 2011, Plaintiff recorded a Memorandum of Agreement on Assignment and a Memorandum of Amended Agreement on Assignment of Rights putting Defendants on notice of the existence of the Agreements.
43. On or about June 25, 2011, the Association held a Town Meeting attended by Defendants and others, including, but not limited to, Litchfield Plantation property owners and representatives of K.A. Diehl, Inc., a property management company.
44. At the Town Meeting, McMahan represented that Plaintiff wrongfully assigned the notes and mortgages.
45. At the Town Meeting, McMahan represented that the money due to the Association under the notes and mortgages totals more than \$900,000.
46. At the Town Meeting, McMahan represented that "the Board had contacted the proper authorities in relation to this transfer."

47. The representations at the Town Meeting insinuate that Plaintiff stole \$900,000 of assets from the Association.
48. The representations at the Town Meeting were memorialized in the form of "Meeting Notes."
49. Upon information and belief, the "Meeting Notes" were published to third parties by one or more Defendants.
50. On or about June 27, 2011, McMahan, Johnston and Kirby met with Investigator Dustin Morris ("Morris") of the Georgetown County Sheriff's Department ("Sheriff").
51. During the meeting, Defendants, by and through McMahan, Johnston and Kirby, asked the Sheriff to investigate criminal charges against Plaintiff for assigning the notes and mortgages.
52. Despite the fact that the Court had not yet issued a final ruling in the Civil Action, Defendants represented to Morris and the Sheriff that they were the duly elected members of the Board.
53. Defendants represented to Morris and the Sheriff that Plaintiff was voted off the Board on February 26, 2011.
54. Defendants represented to Morris and the Sheriff that Plaintiff did not have the authority to make the assignment.
55. Defendants represented to Morris and the Sheriff that Plaintiff is a thief.
56. Defendants requested that Plaintiff be arrested for grand larceny.
57. On or about June 30, 2011, the Sheriff obtained a warrant for Plaintiff's arrest.

58. Nation advised Robert W. Dibble, Jr., the attorney responsible for drafting the Covenants, that Plaintiff was willing to deposit the notes and mortgages with the Court pending a resolution of the Civil Action and a determination by the Court of the ownership of the notes and mortgages.

59. Upon information and belief, on or about June 30, 2011, Dibble advised McMahan that Plaintiff would deposit the notes and mortgages with the Clerk of Court pending a resolution of the Civil Action filed by Defendants and a determination by the Court of the ownership of the notes and mortgages.

60. Morris noted in his incident report that Defendants were given an opportunity to refrain from having Plaintiff arrested.

61. The incident report provides:

On 07/1/11 at 0930 hours I made contact with Bob McMahan. He advised me that he . . . spoke with Mr. Dibble, who is a retired attorney from the McNair Law Firm. He advised me that the conversation was about having the mortgages and notes kept at the clerk's office. He advised that they did not discuss an agreement on the case and that the Board still wanted to go forward.

62. On July 1, 2011, at Defendants' request, the Sheriff arrested Plaintiff for grand larceny.

63. The story of Plaintiff's arrest was featured by the news media, and Plaintiff was pictured on television, in newspapers and on the internet in orange jail attire.

64. On or about July 29, 2011, Plaintiff moved to intervene in the Civil Action in order to, among other things, follow through with his intention to deposit the notes and mortgages with the Court.

65. The Court granted Plaintiff's motion to intervene in the Civil Action over Defendants' objections.

66. On November 7, 2011, Plaintiff filed a motion to deposit the notes and mortgages with the Court.
67. On April 19, 2012, notwithstanding Defendants' objections, the Court granted Plaintiff's motion to deposit the notes and mortgages with the Court.
68. On May 7, 2012, Plaintiff deposited the notes and mortgages with the Court pending the outcome of the Civil Action.
69. On May 11, 2012, the Court entered an order granting LPC's motion for summary judgment and ruling against Defendants in the Civil Action.
70. Specifically, the Court ruled that the Class B voting period is still in effect.
71. The Court's order recognizes that the issue of Plaintiff's authority as president of the Board to assign the notes and mortgages remains a disputed civil matter.
72. Accordingly, in a letter to McMahan dated September 12, 2012, Deputy Solicitor Scott R. Hixson of the Fifteenth Circuit Solicitor's Office advised:
- The charge of Grand Larceny, value more than \$10,000 was dismissed/nolle prossed due to insufficient evidence of criminal intent based on Judge Hyman's ruling dated May 11, 2012 that it is a matter of contractual disagreement whether the defendant had the legal authority to transfer the property in question.
73. As of the date of the filing of this Complaint, the Court has not finally determined in Defendants' Civil Action whether Defendants were duly elected members of the Board.
74. As of the date of the filing of this Complaint, the Court has not yet finally determined in Defendants' Civil Action whether Plaintiff was president of the Association at the time the notes and mortgages were assigned.

75. The issue of whether Defendants were properly elected members of the Board was a contested civil issue at the time of the assignment and Plaintiff's arrest.

76. The issue of whether Plaintiff was president of the Association with authority to assign the notes and mortgages was a contested civil issue at the time of the assignment and Plaintiff's arrest.

77. Defendants were aware prior to Plaintiff's arrest of his willingness to deposit the notes and mortgages with the Court pending a resolution of the Civil Action filed by Defendants and a determination by the Court of their ownership.

78. Defendants' representations, made both directly and by insinuation, that Plaintiff committed a crime of moral turpitude were false.

79. Nonetheless, Defendants transformed their Civil Action into a criminal one and had Plaintiff arrested on July 1, 2011.

FOR A FIRST CAUSE OF ACTION
(Defamation)

80. The allegations in the foregoing paragraphs are realleged and reincorporated as if fully set forth herein verbatim to the extent they are not inconsistent with this cause of action.

81. Defendants made false and defamatory statements about Plaintiff.

82. Defendants' made defamatory statements that were both defamatory *per se* and defamatory *per quod*.

83. Defendants falsely and maliciously accused Plaintiff of grand larceny, a crime of moral turpitude.

84. Defendants' false and malicious statements about Plaintiff charge him with unfitness in his business or profession.

85. Defendants published the statements to third parties.

86. Defendants' false and defamatory statements harmed Plaintiff's reputation, lowered him in the estimation of the community and deterred third parties from associating or dealing with him.

87. As a direct and proximate result of Defendants' negligent, reckless or intentional misconduct, Plaintiff was injured and is entitled to recover damages including, but not necessarily limited to, actual and consequential damages, general damages, harm to his reputation mental suffering, emotional distress, special damages, injury to Plaintiff's property, business, occupation and profession, and such other and further relief as the Court deems just and proper.

88. Upon information and belief, Defendants' misconduct was willful, wanton or with such reckless disregard for and conscious indifference to Plaintiff's rights that Plaintiff is entitled to recover punitive damages in addition to his other damages.

FOR A SECOND CAUSE OF ACTION
(Abuse of Process)

89. The allegations in the foregoing paragraphs are realleged and reincorporated as if fully set forth herein verbatim to the extent they are not inconsistent with this cause of action.

90. Defendants abused the criminal process against Plaintiff for an ulterior purpose.

91. Upon information and belief, Defendants utilized the criminal process against Plaintiff in an effort to obtain a collateral advantage in their Civil Action.

92. Defendants willfully acted in the use of the criminal process against Plaintiff in a way that was improper in the regular conduct of a criminal proceeding.

93. As a direct and proximate result of Defendants' abuse of process, Plaintiff was injured and is entitled to recover damages including, but not necessarily limited to, actual and consequential damages, general damages, harm to his reputation, mental suffering, emotional distress, special damages, injury to Plaintiff's property, business, occupation and profession, and such other and further relief as the Court deems just and proper.

94. Upon information and belief, Defendants' misconduct was willful, wanton or with such reckless disregard for and conscious indifference to Plaintiff's rights that Plaintiff is entitled to recover punitive damages in addition to his other damages.

FOR A THIRD CAUSE OF ACTION
(Intentional Infliction of Emotional Distress)

95. The allegations in the foregoing paragraphs are realleged and reincorporated as if fully set forth herein verbatim to the extent they are not inconsistent with this cause of action.

96. Defendants intentionally or recklessly caused Plaintiff to suffer severe emotional distress that no reasonable person should be expected to endure.

97. Defendants were certain or substantially certain that Plaintiff's emotional distress would result from their misconduct.

98. Defendants' conduct was extreme and outrageous and exceeded the bounds of decency such that it must be regarded as intolerable in a civilized community.

99. As a direct and proximate result of Defendants' abuse of process, Plaintiff was injured and is entitled to recover damages including, but not necessarily limited to, actual and consequential damages, general damages, harm to his reputation, mental suffering, emotional distress, special damages, injury to Plaintiff's property, business,

occupation and profession, and such other and further relief as the Court deems just and proper.

100. Upon information and belief, Defendants' misconduct was willful, wanton or with such reckless disregard for and conscious indifference to Plaintiff's rights that Plaintiff is entitled to recover punitive damages in addition to his other damages.

FOR A FOURTH CAUSE OF ACTION
(Malicious Prosecution)

101. The allegations in the foregoing paragraphs are realleged and reincorporated as if fully set forth herein verbatim to the extent they are not inconsistent with this cause of action.

102. Defendants maliciously insisted upon the institution of criminal proceedings against Plaintiff.

103. There was no probable cause for the institution of criminal proceedings against Plaintiff.

104. The grand larceny charge against Plaintiff was dismissed.

105. As a direct and proximate result of Defendants' misconduct, Plaintiff was injured and is entitled to recover damages including, but not necessarily limited to, actual and consequential damages, general damages, harm to his reputation, mental suffering, emotional distress, special damages, injury to Plaintiff's property, business, occupation and profession, and such other and further relief as the Court deems just and proper.

106. Upon information and belief, Defendants' misconduct was willful, wanton or with such reckless disregard for and conscious indifference to Plaintiff's rights that Plaintiff is entitled to recover punitive damages in addition to his other damages.

FOR A FIFTH CAUSE OF ACTION
(False Imprisonment)

107. The allegations in the foregoing paragraphs are realleged and reincorporated as if fully set forth herein verbatim to the extent they are not inconsistent with this cause of action.

108. Defendants deprived Plaintiff of his liberty without lawful justification by having him arrested.

109. Defendants intentionally instituted criminal proceedings against Plaintiff that resulted in the unlawful restraint of Plaintiff.

110. As a direct and proximate result of Defendants' misconduct, Plaintiff was injured and is entitled to recover damages including, but not necessarily limited to, actual and consequential damages, general damages, harm to his reputation, mental suffering, emotional distress, special damages, injury to Plaintiff's property, business, occupation and profession, and such other and further relief as the Court deems just and proper.

111. Upon information and belief, Defendants' misconduct was willful, wanton or with such reckless disregard for and conscious indifference to Plaintiff's rights that Plaintiff is entitled to recover punitive damages in addition to his other damages.

FOR A SIXTH CAUSE OF ACTION
(Civil Conspiracy)

112. The allegations in the foregoing paragraphs are realleged and reincorporated as if fully set forth herein verbatim to the extent they are not inconsistent with this cause of action.

113. Defendants, in combination with one another, joined a conspiracy for the purpose of injuring Plaintiff.

114. As a direct and proximate result of Defendants' conspiracy, Plaintiff suffered injuries and is entitled to recover damages, including, but not necessarily limited to, special damages and such other and further relief as the Court deems just and proper.

115. Upon information and belief, Defendants' misconduct was willful, wanton or with such reckless disregard for and conscious indifference to Plaintiff's rights that Plaintiff is entitled to recover punitive damages in addition to his other damages.

WHEREFORE, Plaintiff prays for the Court to award judgment in his favor and against Defendants for actual, special, general and consequential damages, both past and future, for injury to his reputation, for mental suffering, for emotional distress, for injury to Plaintiff's property, business, occupation and profession, for punitive damages, for attorney's fees, for the costs of this action, for all damages referenced and complained of herein, for such other and further damages as may be revealed in discovery and established at trial, and for such other and further relief as the Court deems just and proper.

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