

RECEIVED

Apr 22 2024

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

SUPPLEMENTAL
RECORD ON APPEAL

Joe Clemons, Appellant
2202 Addidas Street
Eutawville, South Carolina 29048
(843) 753-7007
Clemonswelding1@gmail.com
Appellant, Pro se/Apologist

Robert E. Kneece III
Turner Padget Graham & Laney, P.A.
Post Office Box 22129
Charleston, South Carolina 29413
Direct: 843-576-2829 Fax: 843-577-1639
RKneece@TurnerPadget.com
ATTORNEYS FOR RESPONDENT

INDEX

Notice/Other/ Phone Records 7/21/2022.....	1
Order/Motion to Reconsider 9/20/2022.....	8
Motion/Dismiss 11/16/2022.....	12
Response 3/3/2023.....	87
Order/Motion to Reconsider 3/10/2023.....	92

Notice/Other/ Phone Records 7/21/2022

Jackie Williamson

From: Jackie Williamson
Sent: Thursday, July 21, 2022 12:15 PM
To: rkneece@turnerpadget.com; clemonswelding1@gmail.com
Subject: 2021CP0802709 / Clemons vs Home Telephone
Attachments: 2021CP0802709 Clemons docs.pdf

Good Afternoon All,

This email is to present all parties with a copy of these documents that were submitted on 7/19/2022 in court to Judge Young. Thank you.

Have a great day!



Jackie Williamson
Executive Supervisor -Common Pleas
Clerk of Court Office
T: 843-719-4524
jackie.williamson@berkeleycountysc.gov
www.berkeleycountysc.gov
300B California Avenue
Moncks Corner, SC 29461



Kindness should be an epidemic...share it! 🌍

FILED
JUL 21 2022
CASE NO.
LEAH GUERRY DUPREE
CLERK OF COURT
BERKELEY COUNTY, SC

What was in that place.

NAME	STATUS	WORKGROUP	AGENT	NAME	STATUS	WORKGROUP	AGENT	NAME	STATUS	WORKGROUP	AGENT
LUNDQUIST	Archived	LRC Workgroup	AGNE	LEIDA	LUNDQUIST	LF-2605-9038	2605-9038	Policyowner/insured, Joe Clement, 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 value back out and not have a loan but still have a paid up policy. He advised the cash value would have to be taken as a loan.			
BOYCE	Archived	LRC Workgroup	CFRA	DANIELLE	BOYCE	LF-2605-9038	2605-9038	Policyowner/insured, Joe, called to ask questions regarding policy loans, advised based on guaranteed or, discussed guaranteed and non-guaranteed values. Any outstanding loan is deducted from death benefit. Advised loan is billed annually. He is not required to pay loan back but we do suggest loan is paid to keep policy from lapsing. Current interest rate is 5.61%. Interest rate is variable. Trans to Belinda, Values Floor or assistance with enrollment.			
SANCHEZ	Archived	LRC Workgroup	SBIA	CHRISTINE	SANCHEZ	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on policy, can't add WPD rider to this life policy. could do a COP to a new 15 year WPD to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.				
TECHTER	Archived	LF-ROF POLICYMAN - PHONE ONLY	AGNE	LEIDA	TECHTER	LF-2605-9038	A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725.				
STEPHENS	Archived	LF-ROF POLICYMAN - PHONE ONLY	KAGO	LEIDA	STEPHENS	LF-2605-9038	A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725.				
BOXER	Archived	LF-ROF POLICYMAN - PHONE ONLY	DEGR	SHANNA	BOXER	LF-2605-9038	Joe Clement, Policyowner/insured verified by wife 1 regarding details of the DB and how that will affect the CV earnings in the future. LF-2606-1344 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run queries for other products. LF-2605-9038 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to run queries for other products.				
WEBB	Archived	SBL-PHONE-LRC-TIERS	AMENU	TIMOTHY	WEBB	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on policy, can't add WPD rider to this life policy. could do a COP to a new 15 year WPD to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.				
TOOMEY	Archived	SBL-PHONE-LRC-TIERS	TOPP	MICHELLE	TOOMEY	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on policy, can't add WPD rider to this life policy. could do a COP to a new 15 year WPD to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.				
CRIST	Archived	SBL-PHONE-LRC-TIERS	BIGG	RANDY	CRIST	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on policy, can't add WPD rider to this life policy. could do a COP to a new 15 year WPD to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.				
REINER	Archived	SBL-PHONE-LRC-TIERS	CRON	LEIDA	REINER	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on policy, can't add WPD rider to this life policy. could do a COP to a new 15 year WPD to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.				
DECCARD	Archived	SBL-PHONE-LRC-TIERS	PSBY	ANTHONY	DECCARD	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on policy, can't add WPD rider to this life policy. could do a COP to a new 15 year WPD to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.				
AYCOCK	Archived	SBL-PHONE-LRC-TIERS	FOCA	TURKESA	AYCOCK	LF-2605-9038	Joe Clement, PO verified, 1/7/20050088 clemsonwelding@gmail.com Joe Clement, PO verified, LF-2605-9038 Asked if WPD was on policy? wife, no, adv, there is a signed AMO stating it issued with no WPD. Asking how much dividends approx, would PO have at 15 years of having policy \$35,000. Cash value after 15 years \$140,050. Based on what PO pays now and at the end of 15 years will have paid \$152,450.00. Joe Clement, PO verified, LF-2606-1344 Called to verify At the end of the 15 years what will be approx, cash value: \$28,636.00 and accum dividends: \$252,502.00. Based on what PO pays now and at the end of 15 years will have paid \$41,621.00.				
DANIELS	Archived	SBL-PHONE-LRC-TIERS	UWSE	PATRICK	DANIELS	LF-2605-9038	Joe Clement, PO/LF-2605-9038 received as 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 since TC was issued. Per notes looks like never was on original app and then put it on their on TC app and was denied, I explained it would get to a TA to review and see what they can do and follow up with him.				
RIEBEL	Archived	SBL-PHONE-LRC-TIERS	EABD	ZACHARY	RIEBEL	LF-2605-9038	Joe Clement, INSD, spoke w/ Patrick Daniels yesterday, he said Patrick called him back and requested that he call him. 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 Patrick directly, so I could get him to the LRC to assist. He disconnected the call.				
MCPOCK	Archived	SBL-PHONE-LRC-TIERS	PSJA	TASHA	MCPOCK	LF-2605-9038	A/S CHRISTINA WYDHAM, 40-1913, calling to see what a supervisor advised the notes that were left from the supervisor I also advised that this subject to underwriting he may be approved and he may not be approved.				
STEVENS	Archived	SBL-PHONE-LRC-TIERS	TVHIV	SPENCER	STEVENS	LF-2605-9038	Agt. PEGGY PINNELL, 40-1913 saw wife unwilling 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 application policy LF-2605-9038 are legally binding documents and that we cannot make an exception to go back and add WPD, even if now policy LF-3557-7997 has the rider? the agent is being harassed and has been threatened with legal action, looking for guidance or a solution to effectively silence this insured if possible.				
LINDSEY	Archived	SBL-PHONE-LRC-TIERS	SALTY	CHARITY	LINDSEY	LF-2605-9038	Joe Clement (PO) called because U's number was on his caller ID. Listed policy numbers during his search, there is WPD on LF-3557-7997, but not on LF-2605-9038. The notes under LF-2605-9038 indicate a rep called and left him a vram with 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.				
VANGORDER	Archived	SBL-PHONE-LRC-TIERS	FTVH	JESE	VANGORDER	LF-2605-9038	Joe Clements LF26059038 - FULLY VERIFIED PO - Calling to date info on the policy what the interest rate on the dividends is, adv currently showing 3.6% on his annual notice. 1/26/061344 AHAAS - STRAF for WPD claim. Wanting to speak w/ Public Affairs.				
SABZEYANI	Archived	SBL-PHONE-LRC-TIERS	K9KZ	ZH	SABZEYANI	LF-2605-9038	JOE CLEMENTS - PO verified LF-26059038 - Total accum divs = \$13,521.53, loan over = \$49,344.32, net CV, Variable 5% interest rate, interest accrued daily, accumulated approx \$25K. A dividend 5% of 525K is approx. \$1,250 that would be billed in interest. This does not assume loan payments are being made, if payments made, loan interest bill decreases. Confirmed does not pay to be allowed, can talk between 4 & 5pm. Verified have 4% guaranteed CV rate. At statement shows accum divs at 8.6%. Was in the middle of explaining that accum divs do not equal or affect the CV as much as a diff percentage (current/guaranteed) - phone cut out in middle of sentence. No CV bill shown.				
BUSSENBACH	Archived	SBL-PHONE-LRC-TIERS	DZGP	JON	BUSSENBACH	LF-2605-9038	JOE CLEMENTS confirmed PO LF26059038 - confirmed \$19,521.53 accumulated dividends which earn 1.8% interest. Interest on accumulated dividends per proposal net less than 3% and currently earn 3.6% loan interest 3% variable per current rate and non-guaranteed values				
HARDING	Archived	SBL-PHONE-LRC-TIERS	FOFH	CRISTAL	HARDING	LF-2605-9038	Agt. JACK TANKERSLEY, 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%.				
BROWN	Archived	SBL-PHONE-LRC-TIERS	FVXR	LUCAS	BROWN	LF-2605-9038	JOE CLEMENTS PO (VER) called on 2 policies LF-2605-9038 adv annual notice sent 21 days prior to annual(8/27/15), will be mailed out around 5/16 LF-3557-7997 adv annual notice sent out 21 days prior to annual(8/22/16), will be sent out around 8/16, no divs currently.				
SABZEYANI	Archived	SBL-PHONE-LRC-TIERS	K9KZ	ZH	SABZEYANI	LF-2605-9038	JOE CLEMENTS PO verified, LF-2605-9038 PO wanted the CV 74728.95 TGAH adv 5/7/18 (I transferred) I cannot be relocated. 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 image 7/7/16. He wanted a copy of the revised illustration to be faxed in him at fax 8243-753-7024 SR to SBL WORKREQ-LRC-APD **TZAPO REL PO is requesting a copy of the RRI generated 07/07/2010 in ESOT, but a regular PRR where changes should display the same information. Please email to address on file as facing the illustration may not follow our guidelines. VRI will be mailed to address on file.				
HAYKINS	Closed	SBL-PHONE-LRC-TIERS	SDCI	VERDY	MCCAIN	LF-2605-9038	Agt. PEGGY PINNELL, 40-1913, Please place a note on policy that PIs 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. Also indicates that PI has been trying to get 5% disability benefits since 2006. Sent Siebel email to CLAIMS				
PARKER	Closed	SBL-PHONE-LRC-TIERS	KING	ALEX	PARKER	LF-2605-9038	JOE CLEMENTS verified as PO find out what is the value for life insurance 1/26/061344 115,035 accumulated dividends, 11,374.27 available as a loan 1/35/977997 11,350 accumulated dividends, \$15,414.81 1/26/061344 514,009.50 accumulated dividends, \$87,568.95 available as a loan, \$2681.45 Once terminated loan not be relocated and there is no 15 year loan. He wanted a copy of the revised illustration to be faxed in him at fax 8243-753-7024 SR to SBL WORKREQ-LRC-APD **TZAPO REL PO is requesting a copy of the RRI generated 07/07/2010 in ESOT, but a regular PRR where changes should display the same information. Please email to address on file as facing the illustration may not follow our guidelines. VRI will be mailed to address on file.				
HARRIS	Closed	SBL-PHONE-LRC-TIERS	WLDQ	MENIKA	HARRIS	LF-2605-9038	PO JOE CLEMENTS, verified, LF-26059038; 15 PI; loan available as of 4/18/19 Maximum loan available: \$47,554.55, taxable gain: \$0.00. Annual loan interest will be charged. PO informs relationship with AO is not well; PO inform of being charged by agent. Review annual interest rate of 5%, along with establishing loan billable. PO Inform of expediting premium advice PO to submit RL part A and F for ACN direct deposit. PO will follow up with AO				
MORGAN	Closed	SBL-PHONE-LRC-TIERS	TOFT	MELBY	MORGAN	LF-2605-9038	JOE CLEMENTS, PO, verified, LF-2605-9038 wanting to know what divs we are for him to take out. I adv there are no amounts of \$16,009.50, I adv should expect the funds through the apt office. Wants his policy to be transferred to a different agency. Transferred him to the agent's selection file. LF-2606-1344 wanting to know what funds are on the policy. I adv there are no amounts of \$1,139.05 and a loan adv of \$11,347.22. I adv should request through apt office.				
NETTIE	Closed	SBL-PHONE-LRC-TIERS	ELIQ	AUDREY	NETTIE	LF-2605-9038	JOE CLEMENTS 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. Adv'd PO that I would send request to a TA to verify what was happening with req to change servicing agt as per bio note 02-28 any contact by PO needs to be sent to Compliance Rachel G. Gones (GSHQ) sent Siebel email				
MOYER	Closed	SBL-PHONE-LRC-TIERS	BIRM	EVYNN	MOYER	LF-2605-9038	PO, JOE CLEMENTS verified, LF-2605-9038, 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 value back out and not have a loan but still have a paid up policy. He advised the cash value would have to be taken as a loan.				
REAYSH	Closed	SBL-PHONE-LRC-TIERS	XDSI	MALONDA	REAYSH	LF-2605-9038	Agt. PEGGY PINNELL, 40-1913, how AMO form was sent to insure. Reach out to Hefa desk and Sara is going to call her. Agent is okay with getting a call back.				
PERNTHAN	Closed	SBL-PHONE-LRC-TIERS	SRE	POUG	PERNTHAN	LF-2605-9038	Agent, PEGGY PINNELL (40-1913) called for the special monthly premium with WPD. I adv'd approximately \$887.85.				
FRANCO	Closed	SBL-PHONE-LRC-TIERS	SCQI	KARLY	BEZLEY	LF-2605-9038	A/S CHRISTINA WYDHAM, 40-1913, 1/26/059038 transferred to life compliance				
RAUBER	Closed	SBL-PHONE-LRC-TIERS	SRIB	VALERIE	RAUBER	LF-2605-9038	1/26/059038 A/S MELISSA OWANIS, 40-1913, calling to state agt requesting copy of RL from 7/2010 be emailed to her. emailed to a/s				
SOVARD	Closed	SBL-PHONE-LRC-TIERS	WOTO	GENEE	SOVARD	LF-2605-9038	Joe, PO VERIFIED, advised when he will receive annual notice. Adv'd notice will be generated mid-May. Inquired about guaranteed rates. Adv'd sec div guaranteed is 3%. Adv'd interest on acc divs being earned is currently 3.55%.				

2805-9038 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 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

28059088 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 5.5%. Int rate is variable. Trans to Belinda, Values floor or assistance with annuities.

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 pay life, could do a COP to a new 15 pay life to add WPD, would be fully underwritten, and needed signed since it noted yes WPD but couldn't be issued on pol w/o app and und.

A/S CHRISTINA WYNDHAM, 40-1913, 134655336 wants to reinstate, 70.50, 4/25 A/S CHRISTINA WYNDHAM, 40-1913 172605-9088, cash value

A/S CHRISTINA WYNDHAM, 40-1913 walked her to paid in advance tab 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 (A3Y)

Joe Clemons, Policyowner/insured verified by telr 1 regarding decreasing the DB and how that will affect the CV saving in the future. LF-2806-1344 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 the dividends were correct option is correct, advised that dividends sit 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.

A/S Joe Clemons verified request in force 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 WYNDHAM, 40-1913, calling in regards to seeing why the wpd was declined. RA *this price happens a big lie, and what is the debt.*

Agt 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 lapsed without WPD. Sent AO copy of AI submitted with WPD requested.

Joe Clemons, PO verified, 1726059088 clemonsjoel@aol.com Joe Clemons, PO verified, LF-2805-9088 Asking if WPD was on policy? Adv. no, adv. there is signed AMD stating it lapsed with no WPD. Asking how much dividends approx. WPD have at 15 years of having policy \$35,041. Cash value after 15 years \$140,058. Based on what PO pays now and at the end of 15 years will have paid 152,45.00 Joe Clemons, PO verified, LF-2806-1344 Called to verify at the end of the 15 years what will be approx. cash value: \$28,036.00 and accumulated dividends: \$2052.00. 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. 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 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 TA to review and see what we can do and follow up with him.

Joe Clemons, INSD, spoke w/ Patrick Daniels yesterday, he said Patrick called him back and requested that he call (rct 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, or I could not him to the LRC to assist. He disconnected the call.

A/S CHRISTINA WYNDHAM, 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 PINNELL, 40-1913 she was able 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 binding 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 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 vnm 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 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. 1726061344 ALIAS - SMF for WPD claim. Wanting to speak w/ Public Affairs?

JOE CLEMONS PO verified LF-2805-9088 - Total accum divs = \$13,521.52. Loan avail = \$49,348.32. no TC. Variable 5% interest rate. Interest accrues daily, but billed once a year on anniv. Thinking abt taking \$25K. Advised 5% of \$25K is approx \$1,250 that would be billed in interest. This does not assume loan repayments are being made. If pymts 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 accum divs at 3.5%. Was in the middle of explaining that accum divs do not equal or affect the CV so same at a diff percentage (credit guarantee) - phone cut out in middle of comp. His call back phone #

JOE CLEMONS confirmed PO 1726059088 - confirmed \$13,521.53 accumulated dividends which earn 3.5% interest. Interest on accumulated dividends per rep proposal not less than 3% and currently earn 3.5% loan interest 5% variable per current rates and non-guaranteed values.

Agt JACK TANKERSLEY, 40-1397, wanting to know the interest rate on the loan adv 5% wanting to know what interest rate is on the accumulated dividends adv 3.5%

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 5/18 LF-3597-7997 adv annual notice sent out 21 days prior to anniv (6/22/18), will be sent out around 5/11, no divs currently

JOE CLEMONS PO verified LF-2805-9088 PO wanted the CV 3472.95 TC 50 all 5/7/18 if surrendered it cannot be reinstated. PO asked about interest rates. Advised the policy interest rate for accum divs is not less than 3% per the revised illustration - 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 7/7/10. He wanted a copy of the revised illustration to be faxed to him at fax 8643-753-7024 SR to SBL-WKREQ-LRC-APD **TZAPD RE: PO is requesting a copy of the RRI generated 07/07/2010 in BEIT, but a regular PFR 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 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 SS Disability benefits since 2006. Sent Seibel email to CLAIMS

JOE CLEMONS verified as PO find out what is the values in his life insurance 1726061344 1159.05 accumulated dividends, 11,174.27 available as a loan 1735977997 3150 accumulated dividends, \$15,414.61 1726059088 \$16,009.50 accumulated dividends, \$67,555.93 available as a loan, \$4061.45 Once terminated it can not be reinstated and there is no taxable gain

PO JOE CLEMONS, verified, 1726059088, 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 being chastised by agent. Review annual interest rate of 5%, along with establishing loan billable. PO inform of expediting money; advise PO to submit R/L 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 w/ 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-2806-1344 wanting to know what funds are w/ on the policy. I adv there are accums of \$1,159.05, and a loan av 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 info note 02-26 any contact by PO needs to be sent to Compliance Rachel Gomez (CSHQ) sent Seibel email

PO JOE CLEMONS verified - Test the call when 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.

Agent PEGGY PINNELL (40-1913) called for the special monthly premium with WPD. I advised approximately \$862.85

A/S CHRISTINA WYNDHAM, 40-1913, 1726059088 transferred to life compliance

1726059088 A/S MELISSA OWENS, 40-1913, calling to state agt is requesting copy of rbi 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 3.5%.

What was in that place

LEIDA	LUNDQUIST	LF-2805-9018	2805-9018 Policyowner/insured, Joe Clemmons, 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 value back out and not have a loan but still have a paid up policy. The cash value would have to be taken as a loan.
DANIELLE	BOYCE	LF-2805-9018	2805-9018 10 yr certain. 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. Added loan but billed annually. He is not required to pay long back but we do suggest loan not be paid to keep policy from lapsing. Current int rate is 3.6%. Interest is variable. Trans to Belinda. Values floor or assistance with amortization.
CHRISTINE	SARICKE	LF-2805-9018	40-1813 policy 2805-9018 2573-9762 Agent, Peggy Finnell (40-1813), called about WFO not on policy, when pol converted from 2573-9762 was not a rider on wfo pol, can't add WFO rider to this 15 yr life. could do a COP in a new 15 yr life to add WFO. would be fully underwritten, and needed signed since RL noted yes WFO but couldn't be issued on pol w/o son and end.
JERRY	RICHTNER	LF-2805-9018	A/S CHRISTINA WYTHAM, 40-1813, 113455335 wants to reiterate. 7030, 4713. A/S CHRISTINA WYTHAM, 40-1813, 113455335 cash value.
LESA	STEPHENS	LF-2805-9018	A/S CHRISTINA WYTHAM, 40-1813, 113455335 wants to reiterate. 7030, 4713. A/S CHRISTINA WYTHAM, 40-1813, 113455335 cash value.
SHAUNA	BOXER	LF-2805-9018	Joe Clemmons, Policyowner/insured, verified by let 1 regarding decreasing the DB and how that will affect the CV earning in the future. LF-2805-1344 Explained prod. Cannot reduce cost and pay same amt. Adv to contact Agt to run quotes for other products. LF-2805-9018 Explained prod. Cannot reduce cost and pay same amt. Adv to contact Agt to run quotes for other products.
WENDY	WEEK	LF-2805-9018	A/S Christina called 40-1813, advised that how the dividends work. Current options is none, advised that dividends sit 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 face policy.
MICHELLE	EDMOND	LF-2805-9018	A/S Joe Clemmons verified request in force that would be mailed, verified address.
RALPH	CRIST	LF-2805-9018	PI Joe called to regarding why he did not get WFO. advised that original app (1573-9762) it was not added but on Term Conversion (2805-9018) it was added due to RHEUMATOID ARTHRITIS. He had specific questions, so I advised him to call his agent for further assistance.
LINDA	BOHNER	LF-2805-9018	A/S CHRISTINA WYTHAM, 40-1813, calling to inquire as to why the wfo was declined. RM 3/15/10. This never happened a big lie and what is the date.
BRYNNE	DECKARD	LF-2805-9018	A/S PEGGY FINNELL, 40-1813, LF-2805-9018 called to get copy of app that showed where the P/O/P applied for WFO. Advised that previous rep that spoke to P/O/P advised that it was not on original app but when the P/O/P did a term conversion on this policy the request was to have WFO. There is a signed AMD on this policy that advised P/O/P was aware that they listed without WFO. Sent AO copy of RL submitted with WFO requested.
FLORISSA	AYCOCK	LF-2805-9018	Joe Clemmons, PO verified, 113455335 demonstrated via email. Joe Clemmons, PO verified, LF-2805-9018 asking if WFO was on policy? Adv no, adv there is a signed AMD stating it listed with WFO. Asking how much dividends appear, would PO have at 15 years of holding policy \$35,000. Cash value after 35 years \$181,071. Based on what PO pays now and at the end 15 years will have paid 152,45.00. Joe Clemmons, PO verified, LF-2805-1344 Called to verify at the end of the 15 years what will be approx. cash value: \$1,016.00 and account dividends: \$222.00. Based on what PO pays now and at the end 15 years will have paid \$1,338.00.
PATRICK	DANIELS	LF-2805-9018	Joe Clemmons, P/O LF-2805-9018 received as a Sup. Enc. PO is wanting to know why WFO 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 was on original app and then put it on before on TC app and was denied. Explained would get to a TL to review and see what we can do and follow up with him.
ZACHARY	KEARL	LF-2805-9018	Joe Clemmons, INSURANCE Patch Danish yesterday, he said patch called him back and requested that he call let 1 and I don't work with his policy since I am in the Health Insurance Center. I am not him in a way order but not think directly and could not him in the 15K to him. Joe Clemmons said the CO.
TAMARA	TRACHECK	LF-2805-9018	A/S CHRISTINA WYTHAM, 40-1813, calling to see what a supervisor advised the notes that were built from the story. I said advised that it is subject to underwriting he may be approved and he may not be approved.
SPECIES	STEVENS	LF-2805-9018	A/S PEGGY FINNELL, 40-1813, was 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 existing policy LF-2805-9018 are legally binding documents and that we cannot make a go back and add WFO, even if new policy LF-2573-9762 has the rider. The agent is being harassed and has been threatened with legal action. Asking for address or a position to file, please advise the insured if possible.
CHARITY	LINDSEY	LF-2805-9018	Joe Clemmons (PO) called because this number was on his caller ID. Located policy numbers during phone search. There is WFO on LF-3597-7897, but not on LF-2805-9018. The notes under LF-2805-9018 indicate a rep called and left him a voicemail with her direct number which I do not have access to - He was asking me didn't check his messages, but called the number that showed on his caller ID.
HESE	EVANGELIST	LF-2805-9018	Joe Clemmons, LF-2805-9018 - FULLY VERIFIED PO - Calling to determine on the policy what the interest rate on the dividends is, currently showing 3.6% on his annual notice. 113455335 ALLAS - 5K for WFO claim. Wanting to receive Public Affairs.
JOE	SARZAVAN	LF-2805-9018	JOE CLEMMONS - PO verified, LF-2805-9018 - Total account divs \$13,521.53. Loan avail - \$49,343.22. No TC. Variable 5% interest rate. Interest account fully, not billed since 3 yr no work. Thinking about taking \$25K. Advised 5% of \$25K is approx. \$1,250 that would be billed in interest. This does not accrue loan payments as being made. If policy made, loan interest billed decreases. Confirmed does not have to be all loan, can split between divs & loan. Verified loan is guaranteed CV rate. AM statement shows account divs at 3.6%. Was in the middle of explaining that account divs do not equal or affect the CV so varies at a 60% percentage (current/guaranteed) - phone not out to hold on to phone. He'll be back phone P.
JOE	BLISSBACH	LF-2805-9018	JOE CLEMMONS confirmed PO - 113455335 confirmed \$13,521.53 accumulated dividends which earn 5.8% interest. Interest on accumulated dividends per representative not less than 3% and currently earn 3.6% loan interest 3%.
CRYSTAL	HARDING	LF-2805-9018	A/S JOE CLEMMONS, PO verified, LF-2805-9018, wanting to know the interest rate on the loan and 5% wanting to know what interest rate is on the accumulated dividends and 3.6%. Loan interest 3% and currently earn 3.6% loan interest 3%.
MICHAEL	EDMOND	LF-2805-9018	JOE CLEMMONS PO (PO) called to see 2 policies LF-2805-9018 and annual notice sent out 21 days prior to end of 11/13/10, will be mailed out around 5/18. LF-3597-7897 adv annual notice sent out 21 days prior to end of 11/13/10, will be mailed out around 5/18.
JOE	SARZAVAN	LF-2805-9018	JOE CLEMMONS PO verified, LF-2805-9018 PO wanted the CV 74728.95 (100% of 5771) AM considered it cannot be reinstated. PO asked about interest rates. Advised the policy interest rate for any divs is not less than 3% per the revised illustration - he is certain he saw something that said it could be as much as 8%. But he is not able to locate the paper. Would revised illustration in image 7/7/10. He wanted a copy of the revised illustration to be faxed to him at fax 404-751-7014 - SR to SS (404) 751-7014. LF-2805-9018 PO is requesting a copy of the 8.5% generated 07/07/2010 in GBT, but a regular PFE we have shown should display the same information. Please call to verify the date to faxing the illustration may not follow our guidelines. Will be mailed to address on file.
WENDY	MCCAIN	LF-2805-9018	A/S PEGGY FINNELL, 40-1813, Please place a note on policy that PI is to be dealing w/ Life Co directly and not going through agent. Agt indicated 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 of disability benefits since 2006. Sent Stebel email to CLAIMS.
ALEX	PARDEN	LF-2805-9018	JOE CLEMMONS verified as PO find out what is the refund in his life insurance. 113455335 accumulated dividends, 11,174.37 available as a loan. 113455335 accumulated dividends, 11,174.37 available as a loan. 113455335 accumulated dividends, 11,174.37 available as a loan. 113455335 accumulated dividends, 11,174.37 available as a loan.
SHIZUEA	HARRIS	LF-2805-9018	JOE CLEMMONS verified, LF-2805-9018, 15 PL loan available as of 4/16/10. Maximum loan available: \$47,594.51. Theable gals: \$1,001. Annual loan interest will be charged. PO informs relationship with AO is not with PO inform of being charged by agent. Review annual interest rate of 5%, along with outstanding 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.
HELENE	MORGAN	LF-2805-9018	JOE CLEMMONS, PO verified, LF-2805-9018 wanting to know what she was for him to take out. I adv there are accounts of \$18,009.50. 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 on the policy. I adv there are accounts of \$1,159.00 and a loan of \$11,347.21. I adv should request through agt office.
WENDY	NETTE	LF-2805-9018	JOE CLEMMONS 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 TL to verify what was happening with req to change surviving agt as per trio note 02-28 any contact by PO needs to be sent to Compliance Radical General (25702) sent Stebel a mail.
JILL	MOYER	LF-2805-9018	PO, JOE CLEMMONS verified, LF-2805-9018, Let the call when trying to get the number to Agent Assignment.
SALOMIDA	REAVISH	LF-2805-9018	A/S PEGGY FINNELL, 40-1813, New AMD form was sent to insure. Reach out to H's dad and Sara is going to call her. Agent is play with getting a call back.
WENDY	FLUJARY	LF-2805-9018	Agent, PEGGY FINNELL (40-1813) called for the special monthly premium with WFO. I advised approximately \$882.85.
CARLY	WEEK	LF-2805-9018	A/S CHRISTINA WYTHAM, 40-1813, 113455335 transferred to life compliance.
JALENE	RAUBER	LF-2805-9018	113455335 A/S MELISSA OWENS, 40-1813, calling to state agt is requesting copy of RL from 7/2010 be emailed to her. emailed to a/s.
HELENE	HOWARD	LF-2805-9018	Joe, PO verified, inquired when he will receive annual notice. Adv'd notice will be generated mid-May. Inquired about guaranteed rate. Adv'd account guaranteed to 3%. Adv'd interest on acc div being earned is currently 3.35%.

What was in that place.

Order/Motion to Reconsider 9/20/2022

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 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

Motion/Dismiss 11/16/2022

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF BERKELEY

Docket No.: 2022-CP-08-02427

JOE CLEMONS,

Plaintiff,

v.

WILLIAM S. HELMLY, PRESIDENT &
CEO, HOME TELECOM COMPANY,
(JOINTLY AND SEVERALLY LIABLE),

Defendants.

**DEFENDANTS' MOTION TO DISMISS OR
ALTERNATIVELY, FOR JUDGMENT ON
THE PLEADINGS, AND MOTION FOR
SANCTIONS**

TO: JOE CLEMONS, PLAINTIFF:

Defendants, William S. Helmly and Home Telecom Company, by and through counsel, hereby respectfully move pursuant to Rules 12(b)(6) and 12(c) of the South Carolina Rules of Civil Procedure for an order dismissing this lawsuit, on the grounds that an identical lawsuit filed by Plaintiff was dismissed on August 8, 2022, and Plaintiff did not file a timely appeal in that lawsuit. Moreover, Defendants respectfully request that the Court sanction Plaintiff pursuant to South Carolina's Frivolous Civil Proceedings Sanctions Act.

In considering a motion to dismiss under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, the trial court's ruling 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). "The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief." *Cap. City Ins. Co. v. BP Staff, Inc.*, 382 S.C. 92, 99, 674 S.E.2d 524, 528 (Ct. App. 2009). Plaintiff's Complaint does not set forth any valid claim for relief, because the Complaint is identical to a Complaint that was dismissed in a prior lawsuit filed by Plaintiff against Defendants, and therefore the doctrine of *res judicata* bars this action.

Defendants alternatively move for judgment on the pleadings pursuant to Rule 12(c) of the South Carolina Rules of Civil Procedure. “A judgment on the pleadings is proper where there is no issue of fact raised by the complaint that would entitle plaintiff to judgment if resolved in plaintiff’s favor.” *Sapp v. Ford Motor Co.*, 386 S.C. 143, 146, 687 S.E.2d 47, 49 (2009). Defendants are entitled to judgment on the pleadings because the claims set forth in Plaintiff’s Complaint were already dismissed in a prior lawsuit in which Plaintiff did not file a timely appeal. *See Gregory v. Gregory*, 292 S.C. 587, 590, 358 S.E.2d 144, 146 (Ct. App. 1987) (affirming the trial court’s grant of a motion for judgment on the pleadings when the defendant asserted that *res judicata* barred the plaintiff “from raising any issues which were adjudicated in the former suit and any issues which might have been raised in the former suit” (emphasis in original)).

I. Plaintiff Previously Filed an Identical Lawsuit Which Has Been Dismissed Without an Appeal

The allegations of the Complaint filed in this lawsuit are identical to the allegations of the Complaint filed by Plaintiff in the Berkeley County Court of Common Pleas on December 23, 2021 in a lawsuit captioned *Joe Clemons v. William S. Helmly, President & CEO, Home Telecom Company (jointly and severally liable)* (C) (hereinafter “First Lawsuit”) **Exhibit A.** Defendants in the First Lawsuit, who are the same defendants in the present matter, filed a Motion to Dismiss, which was heard before the Honorable Roger M. Young, Sr. on July 18, 2022. At the hearing of that motion, Plaintiff handed up documents for Judge Young to consider, which were filed with the Court. **Exhibit B.** Following that hearing, Judge Young issued an Order on August 8, 2022, granting Defendants’ Motion to Dismiss on the grounds that: (1) Plaintiff failed to properly serve the Defendants, (2) Plaintiff’s claims are barred by the statute of limitations, and (3) Plaintiff failed to set forth any claims upon which relief could be granted. **Exhibit C.** Plaintiff subsequently filed a Motion to Reconsider on August 31, 2022, and Judge Young issued an Order on September 20,

2022 denying that motion. **Exhibit D.** To date, Plaintiff has not filed a notice of appeal in that case. Instead, Plaintiff has now filed another lawsuit, identically captioned *Joe Clemons v. William S. Helmly, President & CEO, Home Telecom Company (jointly and severally liable)* (2022-CP-08-02427) (hereinafter “Second Lawsuit”). **Exhibit E.** The Summons and Complaint in the Second Lawsuit is completely identical to the Summons and Complaint in the First Lawsuit, with the only addition being that Plaintiff has now attached 21 pages of exhibits to the Complaint in the Second Lawsuit, some of which are the same documents Plaintiff handed up to Judge Young at the July 18, 2022 hearing.

Plaintiff did not file any timely appeal following Judge Young’s orders dismissing the First Lawsuit and denying Plaintiff’s Motion to Reconsider; as such, the orders entered in the First Lawsuit are final. *See* Rule 203, SCACR (“A notice of appeal shall be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment.”); *Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 14-15, 602 S.E.2d 772, 775 (2004) (“The requirement of service of the notice of appeal is jurisdictional, i.e., if a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal and has no authority or discretion to ‘rescue’ the delinquent party by extending or ignoring the deadline for service of the notice.”); *Garvin v. Garvin*, 21 S.C. 83, 84 (1884) (the trial court’s final order and judgment, which denied the borrower’s action to enjoin the execution, was *res judicata* because the borrower failed to timely appeal the adverse decision that was entered against him). Given that none of the grounds of the First Lawsuit were appealed, Judge Young’s orders are final judgments; therefore, this Second Lawsuit is barred by the doctrine of *res judicata*.

II. The Doctrine of *Res Judicata* Bars This Second Lawsuit

“The doctrine of *res adjudicata* (or *res judicata*) in the strict sense of that time-honored Latin phrase had its origin in the principle that it is in the public interest that there should be an end of litigation and that no one should be twice sued for the same cause of action.” *S.C. Dep’t of Soc. Servs. v. Basnight*, 346 S.C. 241, 248, 551 S.E.2d 274, 278 (Ct. App. 2001) (quoting *First Nat’l Bank v. United States Fid. & Guar. Co.*, 207 S.C. 15, 24, 35 S.E.2d 47, 56 (1945)). “Under the doctrine of *res judicata*, a final judgment on the merits in a prior action will conclude the parties and their privies in a second action based on the same claim as to the issues actually litigated and as to issues that might have been litigated in the first action.” *Foran v. USAA Cas. Ins. Co.*, 311 S.C. 189, 190-91, 427 S.E.2d 918, 919 (Ct. App. 1993). “*Res judicata* bars subsequent actions by the same parties when the claims arise out of the same transaction or occurrence that was the subject of a prior action between those parties.” *RIM Assocs. v. Blackwell*, 359 S.C. 170, 183, 597 S.E.2d 152, 159 (Ct. App. 2004) (quoting *Plum Creek Dev. Co. v. City of Conway*, 334 S.C. 30, 34, 512 S.E.2d 106, 109 (1999)).

“In order to establish a plea of *res judicata*, three elements must be established: (1) identity of parties; (2) identity of subject matter; and (3) adjudication of the issue in the former suit.” *Sealy v. Dodge*, 289 S.C. 543, 545, 347 S.E.2d 504, 505 (1986). Here, all three elements are clearly established: the identity of the parties in the First and Second Lawsuits are the same, the subject matter of the First and Second Lawsuits is identical, and the issues of the First Lawsuit were adjudicated by way of judgments dismissing the lawsuit and denying Plaintiff’s Motion to Reconsider, and neither of those judgments were appealed. As such, the Second Lawsuit must be dismissed.

III. Plaintiff Should Be Sanctioned Pursuant to South Carolina’s Frivolous Civil Proceedings Sanctions Act

Plaintiff's filing of the Second Lawsuit amounts to a violation of South Carolina's Frivolous Civil Proceedings Sanctions Act, which provides the following regarding a pro se litigant's signature on a pleading:

- (2) A document filed in a civil or administrative action by a party who is not represented by an attorney must be signed by the party and must include the address and telephone number of the party.
- (3) The signature of an attorney or a pro se litigant constitutes a certificate to the court that:
 - (a) the person has read the document;
 - (b) a reasonable attorney in the same circumstances would believe that under the facts his claim or defense may be warranted under the existing law or, if his claim or defense is not warranted under the existing law, a good faith argument exists for the extension, modification, or reversal of existing law;
 - (c) a reasonable attorney in the same circumstances would believe that his procurement, initiation, continuation, or defense of a civil cause is not intended merely to harass or injure the other party; and
 - (d) a reasonable attorney in the same circumstances would believe his claim or defense is not frivolous, interposed for delay, or brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based.

S.C. Code Ann. § 15-36-10(A)(2)–(3). As noted above, Judge Young's August 8, 2022 Order dismissing the First Lawsuit stated that the lawsuit was being dismissed because (1) Plaintiff failed to properly serve the Defendants, (2) Plaintiff's claims are barred by the statute of limitations, and (3) Plaintiff failed to set forth any claims upon which relief could be granted. In response to that order, Plaintiff filed a Motion to Reconsider, which was denied. Plaintiff did not appeal those orders.

Given Judge Young's orders both dismissing the First Lawsuit and denying Plaintiff's Motion to Reconsider, no reasonable litigant could believe that the filing of the Second Lawsuit, which was completely identical to the First Lawsuit, was (1) warranted under existing law or a good faith argument for the extension, modification, or reversal of existing law, (2) not intended merely to harass or injure the defendants, or (3) not frivolous or interposed for delay. Even assuming Plaintiff could rectify his failure to properly serve Defendants in the First Lawsuit by filing the Second Lawsuit and serving them, Judge Young also ruled in the First Lawsuit that all of Plaintiff's claims are barred by the statute of limitations and that Plaintiff failed to set forth any claims upon which relief could be granted. Given those rulings, no reasonable litigant could believe that filing an identical Summons and Complaint with the exact same claims was warranted.

Our state's Frivolous Civil Proceedings Sanctions Act further states that a pro se litigant participating in a civil action may be sanctioned for:

- (a) filing a frivolous pleading, motion, or document if:
 - (i) the person has not read the frivolous pleading, motion, or document;
 - (ii) a reasonable attorney in the same circumstances would believe that under the facts, his claim or defense was clearly not warranted under existing law and that a good faith or reasonable argument did not exist for the extension, modification, or reversal of existing law;
 - (iii) a reasonable attorney presented with the same circumstances would believe that the procurement, initiation, continuation, or defense of a civil cause was intended merely to harass or injure the other party; or
 - (iv) a reasonable attorney presented with the same circumstances would believe the pleading, motion, or document is frivolous, interposed for merely delay, or merely brought for any purpose other than

securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based;

- (b) making frivolous arguments a reasonable attorney would believe were not reasonably supported by the facts; or
- (c) making frivolous arguments that a reasonable attorney would believe were not warranted under the existing law or if there is no good faith argument that exists for the extension, modification, or reversal of existing law.

S.C. Code Ann. § 15-36-10(A)(4). Defendants submit that Plaintiff should be sanctioned for the filing of the Second Lawsuit, which is clearly a frivolous proceeding pursuant to South Carolina law, given that the allegations of the Second Lawsuit are identical to the allegations of the First Lawsuit, which was dismissed and not appealed. The filing of the Second Lawsuit is clearly frivolous and unwarranted in light of the final dismissal of the First Lawsuit, and is either an attempt to harass or injure Defendants, or is brought for some purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based. *See Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 159-60, 758 S.E.2d 483, 495 (2014) (“[W]e find that Respondents were justified in seeking sanctions against Appellant here because there was clearly no “good faith argument for an extension, modification, or reversal of the existing law,” especially in light of Judge Dennis’s prior ruling in the 2005 lawsuit.”) (citing S.C. Code Ann. § 15-36-10(J)); *Irby v. Lawson*, No. 2012-UP-600, 2012 S.C. App. Unpub. LEXIS 746, at *1-2 (Ct. App. Oct. 31, 2012) (affirming the award of sanctions against a plaintiff who filed a subsequent action against a defendant that was barred by the doctrine of *res judicata*). Plaintiff’s frivolous and unwarranted filing of the Second Lawsuit has caused Defendants to incur fees and costs, including but not limited to attorney’s fees and filing fees.

IV. Conclusion

Defendants respectfully request that the Court dismiss the Second Lawsuit and grant sanctions against Plaintiff, to include any fees and costs incurred as a result of Plaintiff's filing of the Second Lawsuit. Defendants' arguments are based on the pleadings herein and the substantive law of the State of South Carolina. Defendants reserve the right to submit a formal written memorandum of the applicable substantive law prior to the hearing.

TURNER PADGET GRAHAM & LANEY P.A.

/s/ Robert E. Kneece III

Robert E. Kneece, III (SC Bar No.: 101279)

40 Calhoun Street, Suite 200 (29401)

P.O. Box 22129

Charleston, SC 29413

Telephone: (843) 576-2829

Facsimile: (843) 577-1639

Email: rkneece@turnerpadget.com

ATTORNEYS FOR DEFENDANTS

November 16, 2022
Charleston, South Carolina

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

LEAH GUERRY DUPRE
CLERK OF COURT
BERKELEY COUNTY, SC

2021 DEC 31 PM 4:22

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 **2021-CP-08-02709**

COMPLAINT

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

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 ~~20~~. 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 ~~21~~. That Plaintiff has been a customer with Defendant for over 36 years.
- 25 ~~22~~. That valuable considerations in terms of monies paid were being made to Home Telecom in exchange for Defendant's accurate and reliable service.
- 26 ~~23~~. 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 ~~24~~. That Plaintiff incorporates the allegations of paragraphs (1) through (26) above as if fully set forth verbatim.
- 28 ~~25~~. That Defendant worked in collaboration to deny Plaintiff the proof needed to win his case against State Farm.
- 29 ~~26~~. That valuable considerations in terms of monies were paid to Home Telecom in exchange for Defendant to issue accurate telephone records.
- 30 ~~27~~. 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 ~~28~~. 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 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

- 41 ~~63~~ 63. That Plaintiff incorporates the allegations of paragraphs (1) through (40) above as if fully set forth verbatim.
- 42 ~~64~~ 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~~ 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~~ 66. That the Defendant and State Farm collaborated to withhold accurate records and proof, which is considered an obstruction of justice.
- 45 ~~67~~ 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 ~~69~~ 69. That Plaintiff incorporates the allegations of paragraphs (1) through (45) above as if fully set forth verbatim.
- 47 ~~70~~ 70. That the Defendant combined in an unlawful manner, for an improper purpose, to cause harm to Plaintiff.
- 48 ~~71~~ 71. That as a result of the Defendant's actions constituting civil conspiracy, the Plaintiff has suffered special damages.
- 49 ~~72~~ 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**

- 96
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



December 31, 2021

~~January 4, 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

ELECTRONICALLY FILED - 2022 Nov 16 9:58 AM - BERKELEY - COMMON PLEAS - CASE#2022CP0802709

COUNTY OF BerkeleyJoe Clemons
Plaintiff(s)

vs.

Home Telcom/William S. Helmly
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 ____ -NI- ____
☐ 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 Airb. (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 SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Jackie Williamson

From: Jackie Williamson
Sent: Thursday, July 21, 2022 12:15 PM
To: rkneece@turnerpadget.com; clemonswelding1@gmail.com
Subject: 2021CP0802709 / Clemons vs Home Telephone
Attachments: 2021CP0802709 Clemons docs.pdf

Good Afternoon All,

This email is to present all parties with a copy of these documents that were submitted on 7/19/2022 in court to Judge Young. Thank you.

Have a great day!



Jackie Williamson
Executive Supervisor -Common Pleas
Clerk of Court Office
T: 843-719-4524
jackie.williamson@berkeleycountysc.gov
www.berkeleycountysc.gov
300B California Avenue
Moncks Corner, SC 29461



Kindness should be an epidemic...share it! 🌍

FILED
JUL 21 2022
CASE NO.
LEAH GUERRY DUPREE
CLERK OF COURT
BERKELEY COUNTY, SC

NAME	LAST NAME	DATE OF BIRTH	DATE OF POLICY	DATE OF POLICY	DATE OF POLICY
LINDA	LUNDQUIST	12-20-50	12-20-50	12-20-50	12-20-50
DANIELLE	BOYCE	12-20-50	12-20-50	12-20-50	12-20-50
CHRISTINE	SATCHEL	12-20-50	12-20-50	12-20-50	12-20-50
JERRY	FECHTER	12-20-50	12-20-50	12-20-50	12-20-50
LENA	STEVENSON	12-20-50	12-20-50	12-20-50	12-20-50
SHARLA	BOXER	12-20-50	12-20-50	12-20-50	12-20-50
TAMMY	WEBB	12-20-50	12-20-50	12-20-50	12-20-50
MITCHELL	TORREY	12-20-50	12-20-50	12-20-50	12-20-50
RANDY	CAUST	12-20-50	12-20-50	12-20-50	12-20-50
BRIDA	BOYER	12-20-50	12-20-50	12-20-50	12-20-50
BATHEA	CLARK	12-20-50	12-20-50	12-20-50	12-20-50
TURKESA	AYCOCK	12-20-50	12-20-50	12-20-50	12-20-50
PATRICK	DANIELS	12-20-50	12-20-50	12-20-50	12-20-50
ZACHARY	RIEHL	12-20-50	12-20-50	12-20-50	12-20-50
TAMIA	MCPECK	12-20-50	12-20-50	12-20-50	12-20-50
SPENCER	STEVENSON	12-20-50	12-20-50	12-20-50	12-20-50
CHARITY	LINDSEY	12-20-50	12-20-50	12-20-50	12-20-50
KASE	VANDERBEEK	12-20-50	12-20-50	12-20-50	12-20-50
JEN	SABZEVAN	12-20-50	12-20-50	12-20-50	12-20-50
JOHN	BUSSINBACH	12-20-50	12-20-50	12-20-50	12-20-50
CRYSTAL	HARTWIG	12-20-50	12-20-50	12-20-50	12-20-50
MICHAEL	BRADY	12-20-50	12-20-50	12-20-50	12-20-50
KEI	SABZEVAN	12-20-50	12-20-50	12-20-50	12-20-50
WENDY	MCCANN	12-20-50	12-20-50	12-20-50	12-20-50
ILIE	PARKER	12-20-50	12-20-50	12-20-50	12-20-50
DIANEKA	HARRIS	12-20-50	12-20-50	12-20-50	12-20-50
BRELY	MORGAN	12-20-50	12-20-50	12-20-50	12-20-50
WOLFEY	NETTIE	12-20-50	12-20-50	12-20-50	12-20-50
JOHN	NETTIE	12-20-50	12-20-50	12-20-50	12-20-50
JALONDA	REAVISH	12-20-50	12-20-50	12-20-50	12-20-50
JOJO	PLUNKET	12-20-50	12-20-50	12-20-50	12-20-50
JAKY	BEATY	12-20-50	12-20-50	12-20-50	12-20-50
MAURICE	BAUER	12-20-50	12-20-50	12-20-50	12-20-50
KEITH	BOYARD	12-20-50	12-20-50	12-20-50	12-20-50

What was in that place.

1088 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.

1089 10/10/2021 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 3.6%, int rate is variable. Trans to Belinda, loan or assistance with annulizing.

1090 Peggy 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 new life to add WPD, would be fully underwritten, and needed signed since RL noted yr WPD but couldn't be issued on pol w/o app and und.

1091 ISTINA WYNDAHAM, 40-1913, 1134665386 wants to reinstate, 70.50, 4/25 A/S CHRISTINA WYNDAHAM, 40-1913 112805-9088, cash value

1092 ISTINA WYNDAHAM, 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 ltr emailed to her at (1A3Y)

1093 ion, Policyowner/Insured verified by telr 1 regarding decreasing the DB and how that will affect the CV warning 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 quotes for other products.

1094 dms 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 bene 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.

1095 Clemons verified request for force illustration to be mailed, verified address.

1096 died 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 had to call his agent for further assistance.

1097 ISTINA WYNDAHAM, 40-1913, calling in regards to seeing why the wpd was declined. RA. *This never happen, a big lie and what is the deal.*

1098 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 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 issued without WPD. Sent AO copy of RI submitted with WPD requested.

1099 ions: PO verified, 112805-9088 clemons@joe.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's 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 15 years will have paid \$52,450 Joe Clemons, PO verified, LF-2805-1344 Called At the end of the 15 years what will be approx cash value: \$2,036.00 and accum dividends: \$2052.00 Based on what PO pays now and at the end 15 years will have paid \$31,522.00

1100 ions: 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 TA to review and see what we can do and follow up with him.

1101 want: INS: spoke w/ Patrick Daniels yesterday, he said Patrick 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 directly, or I could get him to the LRC to assist. He disconnected the call.

1102 ISTINA WYNDAHAM, 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.

1103 GY PINNELL, 40-1913, we were 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 is a 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 advise the insured if possible.

1104 ions (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 message 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.

1105 ions 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. LF-2805-1344 AUAS - SR4F for WPD claim. Wanting to Public adjust?

1106 MONS: PO verified, LF-2805-9088 - Total accum divs = \$13,511.53. Loan avail = \$49,348.12, net TG. Variable 3% interest rate. Interest accrues daily, but billed once yr on anniversary. Thinking abt taking \$25K. Advised 3% of \$25K is \$1,250 that would be billed in interest. This does not assume loan repayments are being made. If pymts 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 reflect the CV so earns at a diff percentage (current/guaranteed) - phone cut out in middle of to call back please.

1107 MONS (confirmed PO) LF-2805-9088 confirmed \$13,511.53 accumulated dividends which earn 3.6% interest. Interest on accumulated dividends per reproposal not less than 3% and currently earn 3.6% loan interest 3% per current rates and non-guaranteed values.

1108 K TAI (KERSLEY, 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%.

1109 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 BFL, no divs currently.

1110 MONS PO verified, LF-2805-9088 PO wanted the CSV 74728.95 TG=0.00 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 8843-733-7024. SR to SBC-VNRKRD-LRC-APO. T TAIAD RE: PO is requesting a copy of the RI generated 07/07/2010 in USIT, but a regular FPR w/no changes should display the same information. Please mail to address. s having the illustration may not follow our guidelines. Will be mailed to address on file.

1111 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 Sibel email to CLAIMS.

1112 MONS verified as PO find out what is the values in my life insurance. 1128051344 1159.05 accumulated dividends, 11,174.27 available as a loan 1135977997 31.50 accumulated dividends, \$15,414.61 1128059088 \$16,009.50 accumulated dividends, \$67,566.93 available as a loan, \$4061.45 Once terminated it can not be reinstated and there is no taxable gain.

1113 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 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.

1114 MONS: PO verified, LF-2805-9088 Wanting to know what divs are adv for him to take but 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 agency. Transferred him to the agent selection line. LF-2805-1344 wanting to know what funds are on the policy. I adv there are accums of \$1,159.05 and a loan avl of \$11,347.71. I adv should request through agt.

1115 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 compit I advised PO that I would send request up to a TM to verify what was ing with req to change servicing agt as per info note 02-28 any contact by PO needs to be sent to Compliance Rachael Gomez (CSHQ) sent Sibel e mail.

1116 CLEMONS verified: Lost the call when trying to get the number to Agent Assignment.

1117 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.

1118 PEGGY PINNELL (40-1913) called for the special monthly premium with WPD. I advised approximately \$882.85.

1119 ISTINA WYNDAHAM, 40-1913, 1128059088 transferred to life compliance.

1120 088 A/S MELISSA OWANS, 40-1913, calling to state agt is requesting copy of rbl from 7/2010 be emailed to her. emailed to s/s.

1121 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 3.35%.

NAME	STATUS	WORKGROUP	AGENT	AGENT	DATE	DESCRIPTION
LUNDQUIST	Archived	LRC Workgroup	ASMR	LEIDA	LF-2605-9038	2605-9038 Policyowner/insured, Joe Clement, 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 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
BOYCE	Archived	LRC Workgroup	QTRA	DANIELLE	LF-2605-9038	2605-9038 10 yr certain. Balance Policyowner/insured, Joe, called to ask questions regarding policy loans, advised based on guaranteed or, discussed guaranteed and non-guaranteed values. Any outstanding loan is deducted from death benefit. Advised loan is billed annually. He is not required to pay loan back but we do suggest loan is paid to keep policy from lapsing. Current interest rate is 5.61%. Interest rate is variable. Trans to Belinda, Values Floor or assistance with enrollment.
SANCHEZ	Archived	LRC Workgroup	SBIA	CHRISTINE	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
TECHTER	Archived	LF-ROF POLICYMAN - PHONE ONLY	AGVE	LEIDA	LF-2605-9038	A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725.
STEPHENS	Archived	LF-ROF POLICYMAN - PHONE ONLY	KAGO	LEIDA	LF-2605-9038	A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725. A/S CHRISTINA WYDHAM, 40-1913, US4655135 wants to reinstate, 70,90, 4725.
BOXER	Archived	LF-ROF POLICYMAN - PHONE ONLY	DEQR	SHANNA	LF-2605-9038	Joe Clement, Policyowner/insured verified by wife 1 regarding divorce and the DB and how that will affect the CV earnings in the future. LF-2605-1344 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to see what other options. LF-2605-9038 Explained prod. Cannot reduce cov and pay same prem. Adv to contact Agt to see what other options.
WEBB	Archived	SBL-PHONE-LRC-TIERS	AMRU	TIMOTHY	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
TOOMEY	Archived	SBL-PHONE-LRC-TIERS	TOPP	TOOMEY	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
CRIST	Archived	SBL-PHONE-LRC-TIERS	BIGG	CRIST	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
REINER	Archived	SBL-PHONE-LRC-TIERS	CRIS	REINER	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
DECCARD	Archived	SBL-PHONE-LRC-TIERS	PSBY	DECCARD	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
AYCOCK	Archived	SBL-PHONE-LRC-TIERS	FOCA	TURKESA	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
DANIELS	Archived	SBL-PHONE-LRC-TIERS	UWSE	PATRICK	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
RIEDEL	Archived	SBL-PHONE-LRC-TIERS	EABD	ZACHARY	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
MCPOCK	Archived	SBL-PHONE-LRC-TIERS	PSJA	TASHA	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
STEVENS	Archived	SBL-PHONE-LRC-TIERS	TVHIV	SPENCER	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
LINDSEY	Archived	SBL-PHONE-LRC-TIERS	SALTY	CHARITY	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
VANGORDER	Archived	SBL-PHONE-LRC-TIERS	FTVR	JESE	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
SABZEYANI	Archived	SBL-PHONE-LRC-TIERS	K9KZ	ZH	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
BUSSENBACH	Archived	SBL-PHONE-LRC-TIERS	DZQP	JON	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
HARDING	Archived	SBL-PHONE-LRC-TIERS	FOFH	CRISTAL	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
BROWN	Archived	SBL-PHONE-LRC-TIERS	FVXR	LUCAS	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
SABZEYANI	Archived	SBL-PHONE-LRC-TIERS	K9KZ	ZH	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
HAYKINS	Closed	SBL-PHONE-LRC-TIERS	SDCI	VERDY	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
PARKER	Closed	SBL-PHONE-LRC-TIERS	KING	ALEX	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
HARRIS	Closed	SBL-PHONE-LRC-TIERS	WLIC	MENIKA	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
MORGAN	Closed	SBL-PHONE-LRC-TIERS	TOFT	MELBY	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
NETTIE	Closed	SBL-PHONE-LRC-TIERS	ELIC	AUDREY	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
MOYER	Closed	SBL-PHONE-LRC-TIERS	BIRM	YVON	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
REAVISH	Closed	SBL-PHONE-LRC-TIERS	XDSI	MALINDA	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
PERKMAN	Closed	SBL-PHONE-LRC-TIERS	SREB	BOVD	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
FRANCO	Closed	SBL-PHONE-LRC-TIERS	SCQI	KARLY	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
RAUBER	Closed	SBL-PHONE-LRC-TIERS	SRIB	VALERIE	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.
SOYARD	Closed	SBL-PHONE-LRC-TIERS	WOTO	GENEE	LF-2605-9038	40-1913 Peggy 2605-9038 2573-9762 Agent, Peggy Pinnell (40-1913), called about WPD not on policy, when pol converted from 2573-9762 was not a rider on pol but, can't add WPD rider to this 15 pay life. could do a COP to new 15 pay life to add WPD, would be fully underwritten, and needed signed since BL noted yes WPD but couldn't be issued on pol w/o app and prod.

2805-9038 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 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

28059088 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 5.5%. Int rate is variable. Trans to Belinda, Values floor or assistance with annuities.

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 pay life. Could do a COP to a new 15 pay life to add WPD. Would be fully underwritten and needed signed since it noted yes WPD but couldn't be issued on pol w/o app and und.

A/S CHRISTINA WYNDHAM, 40-1913, 134655336 wants to reinstate, 70.50, 4/25 A/S CHRISTINA WYNDHAM, 40-1913 172605-9088 cash value

A/S CHRISTINA WYNDHAM, 40-1913 walked her to paid in advance tab 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 (A3Y)

Joe Clemons, Policyowner/insured verified by telr 1 regarding decreasing the DB and how that will affect the CV saving in the future. LF-2806-1344 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 accum. advised that dividend sit 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 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 in force 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 WYNDHAM, 40-1913, calling in regards to seeing why the wpd was declined. RA *this price happens a big lie, and what is the debt*

Agt 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 of this policy the request was to have WPD. There is a signed AMD on this policy that advised PO/PI was aware that they lapsed without WPD. Sent AO copy of AI submitted with WPD requested.

Joe Clemons, PO verified, 1726059088 clemonsjoel@comcast.net Joe Clemons, PO verified, LF-2805-9088 Asking if WPD was on policy? Adv. no, adv. there is signed AMD stating it lapsed with no WPD. Asking how much dividends approx. WPD have at 15 years of having policy \$35,041. Cash value after 15 years \$140,058. Based on what PO pays now and at the end of 15 years will have paid 152,45.00 Joe Clemons, PO verified, LF-2806-1344 Called to verify 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

Joe Clemons, P/O LF-2805-9088 received as 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 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 TA to review and see what we can do and follow up with him.

Joe Clemons, INSD, spoke w/ Patrick Daniels yesterday. He said Patrick called him back and requested that he call (rct 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 or could not get him to the LRC to assist. He disconnected the call.

A/S CHRISTINA WYNDHAM, 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 PINNELL, 40-1913 she was able 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 binding 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 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 vnm 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 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. 1726061344 ALIAS - SMF for WPD claim. Wanting to speak w/ Public Affairs?

JOE CLEMONS PO verified LF-2805-9088 Total accum divs = \$13,521.52. Loan avail = \$49,348.32. no TC. Variable 5% interest rate. Interest accrues daily, but billed once a year on anniv. Thinking abt taking \$25K. Advised 5% of \$25K is approx \$1,250 that would be billed in interest. This does not assume loan repayments are being made. If pymts made, loan interest bill decreases. Confirmed does not have to be all loan, can split between divs & loan. Verified have 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 affect the CV so same at a diff percentage (credit guarantee) - phone cut out in middle of comp. His call back though.

JOE CLEMONS confirmed PO 1726059088 confirmed \$13,521.53 accumulated dividends which earn 3.5% interest. Interest on accumulated dividends per rep proposal not less than 3% and currently earn 3.5% loan interest 5% variable per current rates and non-guaranteed values.

Agt JACK TANKERSLEY, 40-1397, wanting to know the interest rate on the loan adv 5% wanting to know what interest rate is on the accumulated dividends adv 3.5%

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 5/19 LF-3597-7997 adv annual notice sent out 21 days prior to anniv (6/22/18), will be sent out around 5/11, no divs currently

JOE CLEMONS PO verified LF-2805-9088 PO wanted the CSV 34728.95 TC=0 all 5/7/18 If surrendered it cannot be reinstated. PO asked about interest rates. Advised the policy interest rate for accum divs is not less than 3% per the revised illustration - 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 7/7/10. He wanted a copy of the revised illustration to be faxed to him at fax 8643-753-7024 SR to SBL-WKREQ-LRC-APD **TZAPD RE: PO is requesting a copy of the RRI generated 07/07/2010 in BEIT, but a regular PFR w/no 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 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 SS Disability benefits since 2006. Sent Seibel email to CLAIMS

JOE CLEMONS verified as PO find out what is the values in his life insurance 1726061344 1159.05 accumulated dividends, 11,174.27 available as a loan 1735977997 3150 accumulated dividends, \$15,414.61 1726059088 \$16,009.50 accumulated dividends, \$67,555.93 available as a loan, \$4061.45 Once terminated it can not be reinstated and there is no taxable gain

PO JOE CLEMONS verified, 1726059088, 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 being chastised by agent. Review annual interest rate of 5%, along with establishing loan billable. PO inform of expediting money; advise PO to submit R/L 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 w/ 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-2806-1344 wanting to know what funds are w/ on the policy. I adv there are accums of \$1,159.05, and a loan av 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 info note 02-26 any contact by PO needs to be sent to Compliance Rachel Gomez (CSHQ) sent Seibel email

PO JOE CLEMONS verified - Lost the call when 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 approx. match \$862.85

A/S CHRISTINA WYNDHAM, 40-1913, 1726059088 transferred to life compliance

1726059088 A/S MELISSA OWENS, 40-1913, calling to state agt is requesting copy of rbi from 7/7/2010 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 3.5%.

What was in that place

LEIDA	LUNDQUIST	LF-2805-9018	2805-9018 Policyowner/insured, Joe Clemens, 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 value back out and not have a loan but still have a paid up policy added to the cash value would have to be taken as a loan
DANIELLE	BOYCE	LF-2805-9018	2805-9018 10 yr certain Dividends 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. Added loan but billed annually. He is not required to pay long back but we do suggest loan not to paid to keep policy from lapsing. Current int rate is 3.6%. Interest is variable. Trans to Belinda
CHRISTINE	SARICKE	LF-2805-9018	40-1813 policy 2805-9018 2573-9762 Agent, Peggy Finnell (40-1813), called about WFO not on policy, when pol converted from 2573-9762 was not a rider on wfo pol, can't add WFO rider to this 15 yr life. could do a COP if new 15 yr life to add WFO. would be fully underwritten, and needed signed since RL noted yes WFO but couldn't be located on pol w/o son and end
JERRY	RICHTNER	LF-2805-9018	A/S CHRISTINA WYTHAM, 40-1813, 113455335 wants to relocate. 7030, 4713 A/S CHRISTINA WYTHAM, 40-1813 113455335 cash value
LESA	STEPHENS	LF-2805-9018	A/S CHRISTINA WYTHAM, 40-1813, 113455335 wants to relocate. 7030, 4713 A/S CHRISTINA WYTHAM, 40-1813 113455335 cash value
SHARNA	BOXER	LF-2805-9018	Joe Clemens, Policyowner/insured verified by let 1 regarding decreasing the DB and how that will affect the CV earning in the future. LF-2805-1344 Explained prod. Cannot reduce cost and pay same amt. Adv to contact AGT to see quotes for other products. LF-2805-9018 Explained prod. Cannot reduce cost and pay same amt. Adv to contact AGT to see quotes for other products.
CHRISTINE	WEEK	LF-2805-9018	A/S Christina called 40-1813, advised that how the dividends work. Current options is none, advised that dividends sit 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.
MICHELLE	EDMOND	LF-2805-9018	p/o Joe Clemens verified request in force that would be mailed, verified address
RALPH	CRIST	LF-2805-9018	PI Joe called to regarding why he did not get WFO - advised that the original app (1573-9762) it was not added but on Term Conversion (2805-9018) it was added due to RICHMOND ARTHUR. He had specific questions, so
LEIDA	BOYER	LF-2805-9018	A/S CHRISTINA WYTHAM, 40-1813, calling to inquire to seeing why the wfo was declined. RM
BRYAN	DECKARD	LF-2805-9018	AGT PEGGY FINNELL, 40-1813, LF-2805-9018 called to get copy of app that showed where the P/O applied for WFO. Advised that previous rep that spoke to P/O/P advised that it was not on original app but when the P/O/P did term conversion on this policy the request was to have WFO. There is a signed AMD on this policy that advised P/O/P was aware that they listed without WFO. Sent AO copy of RL submitted with WFO requested.
FLORISSA	AYCOCK	LF-2805-9018	Joe Clemens, PO verified, 1726050088 demonstrating 10 email sent. Joe Clemens, PO verified, LF-2805-9018 Asking if WFO was on policy? Adv no, adv there is a signed AMD stating it listed with WFO. Asking how much dividends appear, would PO have at 15 years of holding policy \$35,000. Cash value after 35 years \$121,071. Based on what PO pays now and at the end 15 years will have paid 152,45.00 Joe Clemens, PO verified, LF-2805-1344 Called to verify at the end of the 15 years what will be appear, cash value: \$1,036.00 and account dividends: \$222.00. Based on what PO pays now and at the end 15 years will have paid \$1,351,321.00
PATRICK	DANIELS	LF-2805-9018	Joe Clemens, P/O LF-2805-9018 received as a Sup. Etc. PO is wanting to know why WFO not on policy and was under impression that it was on the original policy and then got denied since TC was issued. Per notes looking review was on original app and then put it on before on TC app and was denied. Explained would get to a TL to review and see what we can do and follow up with him.
ZACHARY	KEARL	LF-2805-9018	Joe Clemens, INSURANCE Patch Danish yesterday, he said patch called him back and requested that he call her but I don't work with his policy since I am in the Health Insurance Center. I am not him to a supervisor but I can direct him to call her back. Joe Clemens said the CO.
TAMARA	TRACHECK	LF-2805-9018	A/S CHRISTINA WYTHAM, 40-1813, calling to see what a supervisor advised the notes that were built from the supervisor. I said advised that it is subject to underwriting he may be approved and he may not be approved.
SPECIES	STEVENS	LF-2805-9018	AGT PEGGY FINNELL, 40-1813, was 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 existing policy LF-2805-9018 are legally binding documents and that we cannot make a correction to go back and add WFO, even if new policy LF-2573-9762 has the rider. The agent is being harassed and has been threatened with legal action. Looking for guidance or direction to the client and the insured if possible.
CHARITY	LINDSEY	LF-2805-9018	Joe Clemens (PO) called because this number was on his caller ID. Located policy numbers during phone search. There is WFO on LF-3597-7897, but not on LF-2805-9018. The notes under LF-2805-9018 indicate a rep called and let him know with her direct number which I do not have access to - He was asking and didn't check his messages, just called the number that showed on his caller ID
HESE	EVANGELIST	LF-2805-9018	Joe Clemens, LF-2805-9018 - FULLY VERIFIED PO - Calling to determine on the policy what the interest rate on the dividends is, currently showing 3.6% on his annual notice. 1726050088 ALLAS - 5047 for WFO claim, Wanting 100000 Public Affairs
JOE	SARZAVAN	LF-2805-9018	JOE CLEMENS - PO verified, LF-2805-9018 - Total account divs \$13,521.53, loan avail - \$49,343.22, no TC. Variable 5% interest rate, interest account fully, not billed since 3 yr no work. Thinking about taking \$25K. Advised 5% of \$25K approx \$1,250 that would be billed in interest. This does not accrue loan payments as being made. If policy made, loan interest billed decreases. Confirmed does not have to be all loan, can split between divs & loan. Verified loan is guaranteed CV rate. AH statement shows account divs at 3.6%. Was in the middle of explaining that account divs do not equal to affect the CV so varies at a 60% percentage (current/guaranteed) - phone not out to hold to return. He'll be back phone P.
JOE	BLISSBACH	LF-2805-9018	JOE CLEMENS confirmed PO - 1726050088 - confirmed \$13,521.53 accumulated dividends which earn 3.6% interest. Interest on accumulated dividends per representative not less than 3% and currently earn 3.6% loan interest 3.6%
CRYSTAL	HARDING	LF-2805-9018	AGT JACI TAYLOR, 40-1813, wanting to know the interest rate on the loan and 5% wanting to know what interest rate is on the accumulated dividends and 3.6%. Loan interest on accumulated dividends is 3.6%. Loan interest on accumulated dividends is 3.6%. Loan interest on accumulated dividends is 3.6%.
MICHAEL	EDMOND	LF-2805-9018	AGT JACI TAYLOR, 40-1813, wanting to know the interest rate on the loan and 5% wanting to know what interest rate is on the accumulated dividends and 3.6%. Loan interest on accumulated dividends is 3.6%. Loan interest on accumulated dividends is 3.6%. Loan interest on accumulated dividends is 3.6%.
JOE	SARZAVAN	LF-2805-9018	JOE CLEMENS PO verified, LF-2805-9018 PO wanted the CV 74728.95 (two of 5771) AH requested it cannot be reinstated. PO asked about interest rates. Advised the policy interest rate for any 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. Would revised illustration in image 7/7/10. He wanted a copy of the revised illustration to be faxed to him at fax 404-751-7014 - SR to SS (404) 751-7014 - PO is requesting a copy of the 6.5% generated 07/07/2010 in ISBT, but a regular PFR we have shown should display the same information. Please call to discuss the issue to having the illustration may not follow our guidelines. Will be mailed to address on file.
JOE	EDMOND	LF-2805-9018	AGT PEGGY FINNELL, 40-1813, Please place a note on policy that PI is to be dealing w/ Life Co directly and not going through agent. AGT indicated 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 of disability benefits since 2006. Sent Steve email to CLAIMS
JOE	EDMOND	LF-2805-9018	JOE CLEMENS verified as PO find out what is the value of his life insurance. 1726050088 1159.05 accumulated dividends, 11,174.37 available as a loan 175977287 81.50 accumulated dividends, \$15,414.61 1726050088 \$16,009.55 accumulated dividends, \$67,566.33 available as a loan, 64061.45 once terminated it can not be reinstated and there is no benefit gain.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS verified, LF-2805-9018, 15 PL loan available as of 4/16/19 Maximum loan available: \$47,594.51. Theable value: \$21.01. Annual loan interest will be charged. PO informs relationship with AO is not with PO inform of being charged by agent. Review annual interest rate of 5%, along with outstanding 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	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS 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 TL to verify what happening with req to transfer signed as per prio note 02-28 any contact by PO needs to be sent to Compliance Radical Goals (25762) sent Steve a mail
JOE	EDMOND	LF-2805-9018	JOE CLEMENS PO verified, LF-2805-9018, 15 PL loan available as of 4/16/19 Maximum loan available: \$47,594.51. Theable value: \$21.01. Annual loan interest will be charged. PO informs relationship with AO is not with PO inform of being charged by agent. Review annual interest rate of 5%, along with outstanding 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	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	JOE CLEMENS, PO verified, LF-2805-9018 wanting to know what the value of his life insurance. I said there are accounts of \$18,009.50. I should request the funds through the agent 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 said there are accounts of \$14,580.05 and a loan of \$11,347.21. I should request through agent office.
JOE	EDMOND	LF-2805-9018	

1038 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

1039 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 annulment.

1040 Policy 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 payable 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.

1041 ISTINA WYNDAHAM, 40-1913, 1/34665336 wants to reinstate, 70.90, 4/25 A/S CHRISTINA WYNDAHAM, 40-1913 1/2805-9088, cash value

1042 ISTINA WYNDAHAM, 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 Hl emailed to her at (1A3Y)

1043 von, 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 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.

1044 Agent called 40-1913, advised that how the dividends work. Current option is account, advised that dividends sit 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.

1045 Clemons verified request in force illustration to be mailed. Verified address.

1046 dled 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. I had specific questions, so I him to call his agent for further assistance.

1047 ISTINA WYNDAHAM, 40-1913, calling in regards to seeing why the wpd was declined. RA: *This never happen a b/c life and what is the date*

1048 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 variation of this policy the request was to have WPD. There is a signed AMD on this policy that advised PO/PI was aware that they lapsed without WPD. Sent AO copy of RE submitted with WPD requested.

1049 tony PO verified, 1/28059088 clemons@valdnet.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 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 \$32,450. Joe Clemons, PO verified, LF-2805-1344 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 WPD have paid \$31,321.80

1050 tony PO LF-2805-9088 received as a Sup. Etc 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 it 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 T/L to review and see what we can do and follow up with him.

1051 tony (NSO) spoke w/ Patrick Daniels yesterday, he said Patrick 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 directly, could get him to the LRC to assist. He disconnected the call.

1052 ISTINA WYNDAHAM, 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.

1053 GY Pinnell, 40-1913, are we able 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 silence the insured if possible.

1054 tony (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 n with his 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.

1055 tony 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 - SR4K for WPD claim. Wanting to / Public Affairs?

1056 MONS PO verified, LF-2805-9088 - Total accum divs - \$13,521.53. Loan avail - \$49,348.32. No TC. Variable 5% (interest rate). Interest accrues daily, but billed once a yr on which I'm thinking not taking \$25K. Advised 5% 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 statements show a cum div at 3.6%. Was in the middle of explaining that a cum div does not equal or effect the CV so a cum at a diff percentage (current/guaranteed) - phone cut out in middle of to call back home.

1057 MONS confirmed PO 1/28059088 confirmed \$13,521.53 accumulated dividends which earn 3.6% interest. Interest on accumulated dividends per rep report not less than 3% and currently earn 3.6% (loan interest 5% - current rates and non-guaranteed values).

1058 K. TANKERSLEY, 40-1997, 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%.

1059 MONS PO (VER) called on 2 policies LF-2805-9088 adv annual notice sent out 21 days prior to ann (6/7/18), will be mailed out around 5/16 LF-3597-7997 adv annual notice sent out 21 days prior to ann (8/22/18), will be around 8/1, no divs currently.

1060 MONS PO verified, LF-2805-9088 PO wanted the CSV 74728.95 TC off 5/7/18 if surrendered it cannot be reinstated. PO asked about interest rate. 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 7/7/18. He wanted a copy of the revised illustration to be faxed to 8843-753-7024. SR to SBL WRKREQ-LRC-APD. T2APD RE: PO is requesting a copy of the ANI generated 07/07/2010 in LSR, but a regular PPR w/no changes should display the same information. Please mail to address. Faxing the illustration may not follow our guidelines. VDI be mailed to address on file.

1061 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. Aut also indicates that PI has been trying to get SS Disability benefits since 2006. Sent Stebel email to CLAIMS.

1062 MONS verified as PO find out what is 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 total dividends; \$67,566.93 available as a loan. \$4061.45 Once terminated it can not be reinstated and there is no taxable gain.

1063 CLEMONS verified, 1/28059088; 15 PL loan available as of 4/18/19 Medium 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 satisfied 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 P for ACH direct deposit. PO will follow up with AO.

1064 MONS PO verified, LF-2805-9088 wanting to know what divs are adv 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 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 accums of \$1,159.05 and a loan adv of \$11,347.71. I adv should request through agt.

1065 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 compild I advised PO that I would send request up to a TM to verify what was log with req to change servicing agt as per info note 02-28 any contact by PO needs to be sent to Compliance Rachel Gomez (QSHQ) sent Stebel e mail.

1066 CLEMONS verified, lost the call when trying to get the number to Agent Assignment.

1067 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.

1068 EGY Pinnell (40-1913) called for the special monthly premium with WPD, I advised approximately \$692.85.

USTINA WYNDAHAM, 40-1913, 1/28059088 transferred to life compliance.

088 A/S MELISSA O'WALIS, 40-1913, calling to state agt requesting copy of rbi 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 earned is currently 3.35%.

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), SCRPC.

Therefore, Defendant's motion to dismiss Plaintiff's claims against Defendant William Helmly under Rule 12(b)(4) and (5) SCRPC 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) SCRPC. Moreover, Rule 4(d)(8), SCRPC, 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' failure 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, SCRPC, 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

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 NINTHTH 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 5:00 PM - BERKELEY - COMMON PLEAS - CASE#2021CP0802709
ELECTRONICALLY FILED - 2022 Nov 16 9:58 AM - BERKELEY - COMMON PLEAS - CASE#2022CP0802427

Joe Clemons

Plaintiff(s)

vs.

William S. Helmly / Home Telecom

Defendant(s)

Submitted By: Joe ClemonsAddress: 2202 Addidas St
Eutawville, SC 29048

SC Bar #:

Telephone #:

Fax #:

Other:

E-mail:

Pro-Se843-753-7007ClemonsWelding1@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 -NI-
☐ 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: 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

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

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

cc: g.c.

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.

- 6/10/18 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.
- 7/8/18 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.
- 8/8/18 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.
- 9/10/18 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.
- 10/11/18 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.
- 11/12/18 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.
- 12/13/18 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:

- 7c
- 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

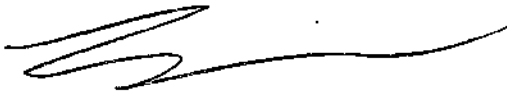
Joe A. Clemons
2202 Addidas Street
Eutawville, SC 29048

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

383 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.

384 20 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, per or assistance with annuities.

385 Policy 2805-9038 2573-9762 Agent, Peggy Pinnett (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.

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

387 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)

388 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.

389 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.

390 Lemons verified request in force (illustration to be mailed, verified address)

391 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.

392 STINA WYNIDHAM, 40-1913, calling in regards to seeing why the WPD was declined. RA *This never happen, a big lie, and what is the def the rate*

393 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.

394 onk, 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 \$152,450.00 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

395 onk, 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.

396 mons, JNSD, spoke w/ Patrick Daniels yesterday, he said Patrick 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 for CV. I could get him to the LRC to assist. He disconnected the call.

397 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.

398 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 being harassed and has been threatened with legal action, looking for guidance or a to effectively silence the insured (readable)

399 onk, 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 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.

400 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. 1/12/2061344/AUAS - SR4P for WPD claim. Wanting to Public Affairs?

401 JONS 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 3.6%. Was in the middle of explaining that accum divs do not equal or affect the CV so exams at a diff percentage (current/guaranteed) - phone cut out in middle of 6:00 back phone 8.

402 JONS 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.

403 C. TANKERSLEY, 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%.

404 JONS 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.

405 JONS 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 11243-751-7024 - SR to SBC-WRKREQ-LRC-APD **TAFD 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.

406 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

407 JONS 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.

408 JONS 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 assisted 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

409 JONS, 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

410 JONS 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 comp'd 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

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

412 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.

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

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

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

416 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 3.6% not 5%.

[illegible]

2805-0088 Policyowner/Insured, Joe Clemons, called to value back out and not have a loan but still have a paid up policy advised the 2805-0088 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 5.675. Int rate is variable. Trans to Belinda, Values floor or assistance with annuities.

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 orig 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, 7/25/04, 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 (A33)

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 3rd, advised that dividends sit on policy 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.

P/O Joe Clemons verified request for illustration to be mailed, verified address. P/O Joe Clemons 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 *This never happens, a big lie and what is the date the date*

Ag Peggy Pinelli, 40-1913, LF-2805-9088 called to get copy of app that showed where the P/O/P applied for WPD. Advised that previous rep that spoke to P/O/P advised that it was not on original app but when the P/O/P 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 lapsed without WPD. Sent AG copy of RL submitted with WPD requested.

Joe Clemons, P/O verified, 172805-9088 deeming wedding gift. Joe Clemons, P/O verified, LF-2805-9088 asking if WPD was on policy adv: no. Adv: there is a signed AMD stating it lapsed 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. Joe Clemons, P/O verified, LF-2805-1344 called to verify at the end of the 15 years what will be approx cash value \$24,036.00 and accum dividends: \$2052.00. Based on what PO pays now and at the end of 15 years will have paid \$31,921.00

Joe Clemons, P/O 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. P/O 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 T/I to review and see what we can do and follow up with him.

Ag Clemons, INS: 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.

Ag Peggy Pinelli, 40-1913 is unable to write a letter to the PI (40-1913) our legal department 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 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 (P/O) 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 (P/O) 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. 172805-1344 ALIAS - SR41 for WPD claim. Wanting to speak w/ public affairs.

JOE CLEMONS: P/O verified, LF-2805-9088 - Total accum divs \$13,521.53, then year - \$49,343.12, no TC. Variable 5% interest rate. Interest accrues daily, but billed once a yr on whole. Thinking about taking \$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 you make 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 at a diff percentage (current/guaranteed) - phone cut out in middle of convo. No call back phone.

JOE CLEMONS: confirmed P/O 172805-9088 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.

Ag 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 6/22/18, will be sent out around 5/11, 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. T/TAPO 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.

Ag Peggy Pinelli, 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. 172805-1344 1159.05 accumulated dividends, 11,174.27 available as a loan. 1735977997 3150 accumulated dividends, \$15,414.51 172805-9088 \$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, 172805-9088, 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 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, P/O, verified, LF-2805-9088 wanting to know what divs are w/ for him to take out. Adv there are accum of \$16,009.50. 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 w/ on the policy. Adv there are accum of \$1,159.05 and a loan w/ of \$11,347.71. 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: Got the call while trying to get the number to Agent Assignment.

Ag Peggy Pinelli, 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.

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

A/S CHRISTINA WYNDAHAM, 40-1913 172805-9088 transferred to life compliance.

172805-9088 A/S MELISSA OVARIS, 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%.

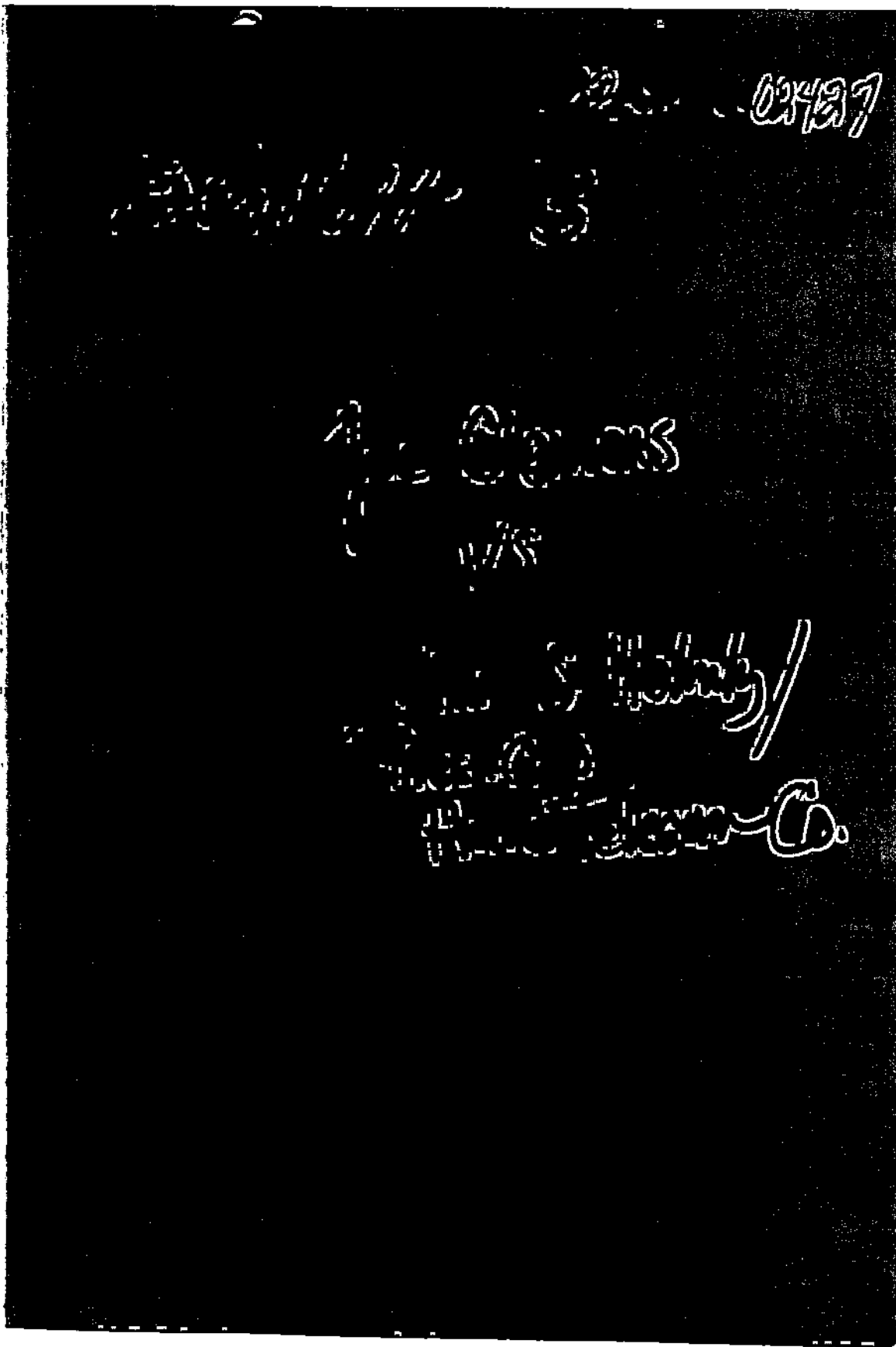
What was in that place

[illegible]

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
Fri Mar 10 2017 12:32:22 PM	Fri Mar 10 2017 01:01:09 PM	JOE A CLEMONS	8437537007	WALTER JR & ALBERTHA M LEE	8437533524
Fri Mar 10 2017 01:06:49 PM	Fri Mar 10 2017 01:06:53 PM	JOE A CLEMONS	8437537007	CHARLESTON SC	8439061133
Fri Mar 10 2017 01:07:07 PM	Fri Mar 10 2017 01:07:45 PM	JOE A CLEMONS	8437537007	CHARLESTON SC	8438104750
Fri Mar 10 2017 01:11:32 PM	Fri Mar 10 2017 01:11:33 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 01:22:14 PM	Fri Mar 10 2017 01:25:46 PM	JOE A CLEMONS	8437537007	WASHINGTON DC	2022057923
Fri Mar 10 2017 01:39:26 PM	Fri Mar 10 2017 01:39:28 PM	JOE A CLEMONS	8437537007	MONCKS COR SC	8438262222
Fri Mar 10 2017 01:40:47 PM	Fri Mar 10 2017 01:53:52 PM			JOE A CLEMONS	8437537007

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
Fri Mar 10 2017 05:01:54 PM	Fri Mar 10 2017 05:02:55 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 05:03:55 PM	Fri Mar 10 2017 05:07:47 PM			JOE A CLEMONS	8437537007
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
Fri Mar 10 2017 05:16:56 PM	Fri Mar 10 2017 05:24:56 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 05:21:11 PM	Fri Mar 10 2017 05:21:23 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 05:28:41 PM	Fri Mar 10 2017 05:50:19 PM	JOE A CLEMONS	8437537007	CHARLESTON SC	8436931743
Fri Mar 10 2017 05:50:08 PM	Fri Mar 10 2017 05:50:10 PM			JOE A CLEMONS	8437537007
Fri Mar 10 2017 05:50:36 PM	Fri Mar 10 2017 05:53:36 PM	JOE A CLEMONS	8437537007	SHEILA R CLEMONS	8437532591
Fri Mar 10 2017 06:05:40 PM	Fri Mar 10 2017 06:06:36 PM			JOE A CLEMONS	8437537007
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



May Part 2 Calls made to State
ON May 21, 2021 & May 24, 2021

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
Wed May 19 2021 12:22:49 PM	Wed May 19 2021 12:27:56 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-693-1743
Wed May 19 2021 12:46:55 PM	Wed May 19 2021 02:06:48 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 12:58:56 PM	Wed May 19 2021 12:59:24 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 01:04:52 PM	Wed May 19 2021 01:05:21 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 01:53:04 PM	Wed May 19 2021 01:54:09 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 02:07:06 PM	Wed May 19 2021 02:10:16 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Wed May 19 2021 02:07:06 PM	Wed May 19 2021 02:10:16 PM	JOE A CLEMONS	843-753-7007		800-922-0204
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
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
Wed May 19 2021 02:13:41 PM	Wed May 19 2021 02:30:58 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Wed May 19 2021 02:13:41 PM	Wed May 19 2021 02:30:58 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Wed May 19 2021 02:31:55 PM	Wed May 19 2021 02:35:40 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Wed May 19 2021 02:31:55 PM	Wed May 19 2021 02:35:40 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Wed May 19 2021 02:37:32 PM	Wed May 19 2021 02:37:46 PM	JOE A CLEMONS	843-753-7007	ATLANTA GA	404-827-1500
Wed May 19 2021 02:41:30 PM	Wed May 19 2021 03:04:59 PM	JOE A CLEMONS	843-753-7007		800-734-5870
Wed May 19 2021 02:41:30 PM	Wed May 19 2021 03:04:59 PM	JOE A CLEMONS	843-753-7007		800-734-5870
Wed May 19 2021 02:56:52 PM	Wed May 19 2021 02:58:24 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 03:19:07 PM	Wed May 19 2021 03:23:29 PM	JOE A CLEMONS	843-753-7007	BERKELEY CTY GOV COURTHOUSE	843-719-4400
Wed May 19 2021 04:23:00 PM	Wed May 19 2021 04:28:51 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 04:33:06 PM	Wed May 19 2021 04:35:36 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 04:37:10 PM	Wed May 19 2021 04:40:43 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 04:42:05 PM	Wed May 19 2021 04:44:47 PM			JOE A CLEMONS	843-753-7007
Wed May 19 2021 04:49:03 PM	Wed May 19 2021 04:49:24 PM			JOE A CLEMONS	843-753-7007
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
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
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

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

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
Wed May 26 2021 05:58:25 PM	Wed May 26 2021 05:59:00 PM	JOE A CLEMONS	843-753-7007	DETROITZN6 MI	313-289-9813
Wed May 26 2021 05:58:40 PM	Wed May 26 2021 05:59:14 PM			JOE A CLEMONS	843-753-7007
Wed May 26 2021 05:59:45 PM	Wed May 26 2021 06:06:19 PM	JOE A CLEMONS	843-753-7007	DETROITZN6 MI	313-289-9813
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
Wed May 26 2021 07:19:51 PM	Wed May 26 2021 07:20:25 PM	JOE A CLEMONS	843-753-7007	TIMOTHY RAVENELL	843-753-2895
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
Thu May 27 2021 09:44:21 AM	Thu May 27 2021 09:45:23 AM	JOE A CLEMONS	843-753-7007	GREELEY CO	970-395-4140
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
Thu May 27 2021 12:08:56 PM	Thu May 27 2021 12:09:42 PM	JOE A CLEMONS	843-753-7007	HOME TELEPHONE CO METAS	843-482-1234
Thu May 27 2021 12:10:19 PM	Thu May 27 2021 12:19:20 PM			JOE A CLEMONS	843-753-7007
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
Thu May 27 2021 12:27:25 PM	Thu May 27 2021 12:28:15 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-259-9444
Thu May 27 2021 12:33:07 PM	Thu May 27 2021 12:33:52 PM			JOE A CLEMONS	843-753-7007
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
Thu May 27 2021 05:21:32 PM	Thu May 27 2021 05:22:18 PM	JOE A CLEMONS	843-753-7007	CHARLESTON SC	843-810-4750
Thu May 27 2021 05:40:12 PM	Thu May 27 2021 05:40:57 PM	JOE A CLEMONS	843-753-7007	MTPLEASANT SC	843-416-2558
Thu May 27 2021 05:41:32 PM	Thu May 27 2021 08:05:51 PM	JOE A CLEMONS	843-753-7007		800-922-0204
Thu May 27 2021 05:41:32 PM	Thu May 27 2021 08:05:51 PM	JOE A CLEMONS	843-753-7007		800-922-0204
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
Fri May 28 2021 09:13:36 PM	Fri May 28 2021 09:15:01 PM	JOE A CLEMONS	843-753-7007	JAMES H LEE	843-753-2485
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
Sat May 29 2021 12:01:34 PM	Sat May 29 2021 12:04:05 PM			JOE A CLEMONS	843-753-7007
Sat May 29 2021 12:18:00 PM	Sat May 29 2021 12:18:49 PM	JOE A CLEMONS	843-753-7007	CLARETHA RAVENELL	843-753-3183
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

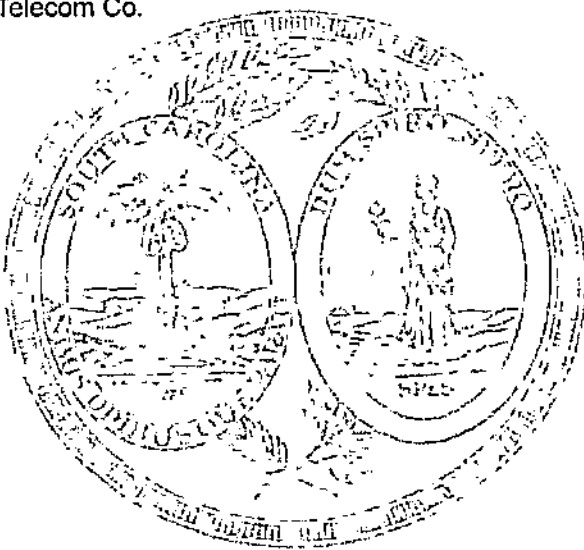
Paying for: Self
Transaction Type: Payment

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

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

Response 3/3/2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Docket No.: 2022-CP-08-02427
JOE CLEMONS,	)	
	)	
Plaintiff,	)	<u>DEFENDANTS' RESPONSE TO</u>
	)	<u>PLAINTIFF'S MOTION TO</u>
v.	)	<u>RECONSIDER ORDER GRANTING</u>
	)	<u>DEFENDANTS' MOTION TO</u>
	)	<u>DISMISS</u>
WILLIAM S. HELMLY, PRESIDENT &	)	
CEO, HOME TELECOM COMPANY	)	
(JOINTLY AND SEVERALLY LIABLE),)	)	
	)	
Defendant.	)	

In response to Plaintiff's Motion to Reconsider Order Granting Defendants' Motion to Dismiss, Defendants state as follows:

In his Motion to Reconsider, Plaintiff alleges "You are not accurate in your statement that this complaint is exactly the same as the one of 10-7-2022 that came before Judge Young, I believe that statement came from the defendant." This claim is clearly contradicted by the plain language of the Complaints filed in this lawsuit and in the prior lawsuit, which was captioned *Joe Clemons v. William S. Helmlly, President & CEO, Home Telecom Company (jointly and severally liable)* (2022-CP-08-02427) (hereinafter "First Lawsuit"). Those Complaints are identical. As stated in the Court's February 6, 2023 Order Granting Defendants' Motion to Dismiss, this lawsuit was properly dismissed, as 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."

Defendants also note that Plaintiff continues to advance the inaccurate claim that Judge Young's August 8, 2022 Order was written by Defendants' counsel. Judge Young did not ask for either party to submit proposed orders, and Defendants' counsel never submitted a proposed order to Judge Young.

Aside from making the patently incorrect claim that the Complaints in the First Lawsuit and the present lawsuit are not identical, Plaintiff's Motion to Reconsider does not address any of the grounds upon which the Court based the dismissal. Instead, Plaintiff simply states "I hope that you will allow me to proceed with this case to hold Home Telecom accountable for their crime and misconduct." The remainder of Plaintiff's arguments within his Motion to Reconsider are the same arguments Plaintiff has advanced on numerous occasions, both in the First Lawsuit and in the present lawsuit. All of these arguments have been considered by the Court and rejected, multiple times. 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*, No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, at *2 (D.S.C. Sep. 13, 2010); *see also Consulting Eng'rs, Inc. v. Geometric Software Sols. & Structure Works LLC*, No. 1:06cv956 (JCC), 2007 U.S. Dist. LEXIS 49398, at *4 (E.D. Va. July 6, 2007) ("A party's mere disagreement with the court's ruling does not warrant a Rule 59(e) motion, and such motion should not be used to 'rehash' arguments previously presented or to submit evidence which should have been previously submitted.").

Additionally, Plaintiff's motion fails to satisfy the provisions of Rule 7, SCRCF, in that it does not state with particularity the grounds upon which he seeks relief. See Rule 7(b)(1), SCRCF ("An application to the court for an order shall be by motion which, unless made during a hearing or trial in open court with a court reporter present, shall be made in writing, shall state with particularity the grounds therefor, and shall set forth the relief or order sought."); *Camp v. Camp*, 378 S.C. 237, 240, 662 S.E.2d 458, 459-460 (Ct. App. 2008) (stating a motion to reconsider, alter, or amend judgment under Rule 59(e), SCRCF, that fails to specifically set forth the grounds for the motion is insufficient under Rule 7(b)(1), SCRCF). In addition to Plaintiff's motion failing to identify any legitimate basis for the Court to reconsider its Order, the Court did in fact correctly grant Defendants' Motion to Dismiss for all of the reasons set forth in the Order.

Finally, Defendants note that the present motion represents yet another meritless filing by Plaintiff that is frivolous on its face and cannot have been filed in good faith. These repeated filings, which include a subpoena Plaintiff recently served on Defendants twenty-two days after the Court filed its order dismissing this case¹, serve no legitimate purpose, impose an undue burden and expense on Defendants, and inflict annoyance and harassment upon Defendants. Defendants believe that Plaintiff's continued filing of frivolous pleadings, motions, and/or documents, to include the Motion to Reconsider at issue, would justify an award of sanctions pursuant to our state's Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §

¹ Defendants are filing a Motion to Quash Subpoena.

15-36-10(A)(4). To the extent the Court is inclined to award sanctions, Defendants would respectfully request that those sanctions include the sanction that Plaintiff is not to file any additional pleadings, motions, or documents in this matter or any subsequent action pertaining to the claims at issue unless he either (a) is represented by an attorney licensed to practice in South Carolina who appears on his behalf or (b) the pleading, motion, or document contains a certification from an attorney licensed to practice in the state of South Carolina stating that the attorney has reviewed the pleading, motion or documents and determined it is not frivolous. Plaintiff's repeated frivolous and unwarranted filings have caused Defendants to incur fees and costs, including but not limited to attorney's fees and filing fees, in addition to annoyance and harassment.

Based on the foregoing, Defendants respectfully request that the Court deny Plaintiff's Motion for Reconsideration.

Turner Padget Graham & Laney P.A.

/s/ Robert E. Kneece, III

Robert E. Kneece, III (SC Bar No.: 101279)

40 Calhoun Street, Suite 200 (29401)

P.O. Box 22129

Charleston, SC 29413

Telephone: (843) 576-2829

Facsimile: (843) 577-1639

Email: rkneece@turnerpadget.com

Charleston, South Carolina

March 3, 2023

ATTORNEYS FOR DEFENDANTS

Order/Motion to Reconsider 3/10/2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	
	)	
Joe Clemons,	)	CASE NO.: 2022-CP-0802427
Plaintiff,	)	
	)	
vs.	)	ORDER DENYING PLAINTIFF’S MOTION
	)	FOR RECONSIDERATION PURSUANT TO
William S. Helmly/President & CEO of	)	RULE 59(e), SCRPC
Home Telecom Co.,	)	
	)	
Defendants.	)	
	)	
	)	

This matter is before the Court upon Defendants’ Limited Motion for Reconsideration Pursuant to Rule 59(e), SCRPC (“the Motion”), which was timely filed on February 16th, 2023. The Motion asks this Court to alter, amend, or reconsider its Order Granting Defendant’s Motion to Dismiss, entered February 6th, 2023. On March 3rd, 2023, Defendant’s Response to Plaintiff’s Motion for Reconsideration was filed.

After reviewing the applicable law and considering the arguments raised in the Motion and Defendant’s Response, the Court is unable to discover any material fact or principle of law that has either been overlooked or disregarded and further finds no error of law or fact not appropriately considered.

Accordingly, the Court concludes that altering, amending, or reconsidering its prior Order is unwarranted, and the issues raised in the Motion do not change the Court’s reasoning or conclusions. As such, Plaintiff’s Motion for Reconsideration is hereby **DENIED**, and the Court, pursuant to the discretion afforded by Rule 59 and *Pollard v. County of Florence*, concludes that a hearing is not necessary to rule on Plaintiff’s Motion for Reconsideration. See Rule 59(f), SCRPC (stating a Rule 59(e) motion “may in the discretion of the court be determined on the briefs filed by the parties without oral argument”); see also *Pollard*, 314 S.C. 397, 401–02, 444 S.E.2d 534, 536 (Ct.

App. 1994) (holding there was “no merit in Pollard's assertion that the circuit court committed reversible error in denying her motion to alter or amend the judgment under Rule 59(e) SCRCF, without first conducting a hearing or allowing [the parties] ‘to fully brief’ the issues raised in [the] motion”).

AND IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Berkeley Common Pleas

Case Caption: Joe Clemons VS William S Helmly/President & CEO of Home
Telecom Co.
Case Number: 2022CP0802427
Type: Order/Other

So Ordered

s/ Daniel Coble, 2774

Electronically signed on 2023-03-10 09:34:01 page 3 of 3