

**RECEIVED**

**May 13 2022**

**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

Jennifer McCoy, Circuit Court Judge

---

Case No. 2021-001183

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Joe Clemons,

Appellant,

v.

PEGGY H. PINNELL AGENCY, PEGGY H.  
PINNELL INSURANCE AGENCY, INC.  
STATE FARM LIFE INSURANCE COMPANY,  
(jointly and severally liable).

Respondent.

---

RECORD ON APPEAL

---

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

Charles Norris, Attorney for Respondents  
Post Office Box 939  
Charleston, SC 29402  
(843) 998-7099  
charles@whelanmellen.com  
Attorney for Respondents

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Motion to Compel Discovery of March 10, 2020

STATE OF SOUTH CAROLINA )  
 ) IN THE COURT OF COMMON PLEAS  
COUNTY OF BERKELEY ) NINTH JUDICIAL CIRCUIT

JOE CLEMONS, ) Civil Action No. 2019-CP-08-00424  
 )

Plaintiff, )

vs. )

**MOTION TO COMPEL DISCOVERY**

PEGGY H. PINNELL AGENCY, INC., )  
PEGGY H. PINNELL INSURANCE )  
AGENCY, INC., STATE FARM LIFE )  
INSURANCE COMPANY, (jointly and )  
severally liable), )

Defendant. )

---

Pursuant to SCRCP 37 the Defendants move for an Order compelling the Plaintiff to answer the Defendants’ Interrogatories, a copy of which are attached as Exhibit A. The ground for this motion is that over thirty (30) days following service of this discovery have elapsed without an answer to this discovery or a request for an extension to answer this discovery. Counsel for the Defendants certifies pursuant to SCRCP 11 that he has attempted to resolve this matter without filing a Motion to Compel Discovery, as set forth in email correspondence attached as Exhibit B, but has been unable to do so.

[SIGNATURE PAGE TO FOLLOW]

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/CHARLES R. NORRIS \_\_\_\_\_

Charles R. Norris

SC Bar No. 004238

E-Mail: charles.norris@nelsonmullins.com

151 Meeting Street / Sixth Floor

Post Office Box 1806 (29402-1806)

Charleston, SC 29401-2239

(843) 853-5200

*Attorneys for Defendants*

Charleston, South Carolina

March 10, 2020

Order of April 13, 2020

Joe Clemons  
PLAINTIFF(S)

Peggy H. Pinnell Agency, Inc. et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

Defendant's Motion for Summary Judgment was filed on January 28, 2020 and heard by this court on February 12, 2020. Summary Judgment is properly granted when, viewing the evidence and inferences to be drawn therefrom in a light most favorable to the nonmoving party, there are no genuine issues of material fact, and when the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRPC. "[T]he nonmoving party ... is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." Huffman v. Sunshine Recycling, LLC, 426 S.C. 262, 270-71, 826 S.E.2d 609, 614 (2019). Upon careful consideration of both the arguments and submissions from counsel, the court GRANTS in part and DENIES in part Defendant's Motion for Summary Judgment. Defendant's Motion for Summary Judgment as to the eighth cause of action alleging violation of the South Carolina Unfair Trade Practices Act ("SCUPTA") is GRANTED.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/10/2020 .

Doyet A. Early, III

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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As to the remaining causes of action, this court finds that the Plaintiff submitted at least a scintilla of evidence sufficient to DENY Defendant's motion for Summary Judgment on the remaining causes of action at this time. There exists the fundamental question of credibility as to all versions of the testimony relied upon by the Defendant, which would ultimately be a question for the finder of fact. Defendant may submit a formal proposed order on the eighth cause of action within 10 days, if they so desire.



Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2020-04-10 12:53:30 page 3 of 3

Order of April 22, 2020



Insurance Product Marketing v. Consec Life Insurance Company, 9:11-CV-01269-PMD, 2011 WL 3841269 at \*9. Additionally, any viable claim alleging violation of the SCUPTA must affect the public interest and it is proper to grant Summary Judgment on an Unfair Trade Practices claim when the acts complained of did not affect the public interest. Schnellmann v. Roettger, 627 S.E. 2d 742, 745 (S. C. App. 2006); Woodson v. DLI Properties, 753 S.E. 2d 428, 435 (S. C. 2014) The Plaintiff has presented no evidence that the acts complained of affect the public interest. For these reasons, Summary Judgment is granted as to the eighth cause of action.

ALL OF WHICH IS SO ORDERED

---

Jennifer B. McCoy, Presiding Judge

Charleston, South Carolina

April \_\_, 2020



Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Summary Judgment

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2020-04-22 08:57:39 page 3 of 3

Order of June 2, 2020

STATE OF SOUTH CAROLINA )  
 ) IN THE COURT OF COMMON PLEAS  
COUNTY OF BERKELEY ) NINTH JUDICIAL CIRCUIT

JOE CLEMONS, ) Civil Action No. 2019-CP-08-00424  
 )

Plaintiff, )  
 )

vs. )  
 )

PEGGY H. PINNELL AGENCY, INC., ) **AMENDED SCHEDULING ORDER**  
PEGGY H. PINNELL INSURANCE )  
AGENCY, INC., STATE FARM LIFE )  
INSURANCE COMPANY, (jointly and )  
severally liable), )

Defendant. )  
 )  
 )

Because of the delays in completing discovery as a result of the Corona Virus the Defendants have requested an Amended Scheduling Order. Accordingly, upon Motion of the Defendants the following Amended Scheduling Order is entered:

1. The parties will complete discovery no later than July 31, 2020. All written discovery must be served in time for the response to be due no later than July 31, 2020.
2. Dispositive motions must be filed no later than August 31, 2020.
3. Mediation shall be completed no later than August 31, 2020.
4. This case shall not be called to trial before November 9, 2020.

ALL OF WHICH IS SO ORDERED.

\_\_\_\_\_  
The Honorable Jennifer B. McCoy  
Chief Administrative Judge, 9<sup>th</sup> Judicial Circuit

Charleston, South Carolina

May \_\_\_\_, 2020



Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Scheduling Order

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2020-06-02 09:53:13 page 2 of 2

Order of June 26, 2020

Joe Clemons  
PLAINTIFF(S)

Peggy H. Pinnell Agency, Inc. et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

Defendants' Motion to Determine Sufficiency of Plaintiff's Responses to Defendants' Request for Admissions came before the Court on June 25, 2020 for a hearing. After hearing arguments, the Court DENIES Defendants' Motion.

**ORDER INFORMATION**

This order  ends  does not end the case.

See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/26/2020 .

Doyet A. Early, III

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Electronic Form 4

It is so ordered.

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

Electronically signed on 2020-06-26 07:17:55 page 3 of 3

Order of July 23, 2020

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )  
 )  
Joe Clemons )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Peggy H. Pinnell Insurance Agency, )  
State Farm Companies Foundation, )  
Michael L. Tipsord, Registered Agent )  
Peggy H. Pinnell d/b/a State Farm, )  
Individually and as owner of )  
State Farm, )  
(jointly and severally liable), )  
Defendants. )

IN THE COURT OF COMMON PLEAS  
IN THE NINTH JUDICIAL CIRCUIT

CASE NO. 2019-CP-08-00424

**ORDER TO BE  
RELIEVED AS COUNSEL**

**IT APPEARS**, that the Plaintiff/Petitioner has decided to represent himself as a pro se litigant. That Plaintiff/Petitioner believes that he is better suited to represent himself and his interest and requests the immediate withdrawal Eduardo K. Curry, Esquire. Plaintiff/Petitioner’s Attorney, Eduardo K. Curry, and Plaintiff/Petitioner Joe Clemons are in agreement of this withdrawal and request that Plaintiff/Petitioner is allowed ninety (90) days in order to properly prepare to represent himself in this action. It is ordered that all subsequent correspondence be sent to Plaintiff/Petitioner Joe Clemons 2202 Addidas Street, Eutawville, SC 29048.

**IT IS SO ORDERED.**

\_\_\_\_\_  
Presiding Judge  
THE COURT OF COMMON PLEAS  
IN THE 9th JUDICIAL CIRCUIT  
BERKELEY COUNTY



Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Relieve Counsel

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2020-07-22 17:24:45 page 2 of 2

Order of December 1, 2020

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	)	NINTH JUDICIAL CIRCUIT
JOE CLEMONS,	)	Civil Action No. 2019-CP-08-00424
	)	
Plaintiff,	)	
	)	
vs.	)	<b>ORDER</b>
	)	
PEGGY H. PINNELL AGENCY, INC.,	)	
PEGGY H. PINNELL INSURANCE	)	
AGENCY, INC., STATE FARM LIFE	)	
INSURANCE COMPANY, (jointly and	)	
severally liable),	)	
	)	
Defendant.	)	
	)	

---

On November 30, 2020 this Court heard the Plaintiff’s motion for the Court to appoint counsel for the Plaintiff and the Defendants’ motion for a protective order. For the following reasons the Plaintiff’s motion is denied and the Defendants’ motion is granted.

With regard to the Plaintiff’s motion for the Court to appoint counsel for the Plaintiff, this is a civil case and this Court has no authority to appoint attorneys to represent parties in civil litigation. Accordingly, the Plaintiff’s motion for the Court to appoint counsel to represent the Plaintiff is denied.

With regard to the Defendants’ motion for a protective order, the Defendants’ motion seeks protection from depositions the Plaintiff seeks to take outside the deadline for completion of discovery in the Amended Scheduling Order. The Defendant’s motion also states other reasons the deposition should not go forward but this Court will not rule on those issues as the deadline in the Amended Scheduling Order is dispositive. The Amended Scheduling Order requires that discovery be completed no later than July 31, 2020. This order was entered by the Chief

Administrative Judge for the Ninth Judicial Circuit and if the Plaintiff wishes to take depositions beyond the deadline to complete discovery in the Amended Scheduling Order it will be necessary for the Plaintiff to seek a Second Amended Scheduling Order from the Administrative Judge for the Ninth Judicial Circuit. This Court is not the administrative judge for the Ninth Judicial Circuit and, accordingly, does not have the power to allow depositions beyond the deadline to complete discovery. Accordingly, the Defendants' motion for a protective order is granted.

ALL OF WHICH IS SO ORDERED.

---

The Honorable Diane S. Goodstein, Presiding Judge

St. George, South Carolina

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.



Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Other

This Order is Hereby GRANTED!

S/ Diane S. Goodstein (2112)

Electronically signed on 2020-12-02 15:39:31 page 3 of 3

Orders of January 11, 2021 (2)

Joe Clemons  
PLAINTIFF(S)

Peggy H. Pinnell Agency, Inc. et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

Motion to Amend Summons & Complaint is DENIED. Plaintiff has until June 1, 2021 to complete discovery. Attorney Charles R. Norris to prepare formal Order.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/11/2021 .

Joe Clemons for Joe Clemons  
Doyet A. Early, III  
Joe Clemons for Joe Clemons

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Electronic Form 4

It is so ordered.

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

Electronically signed on 2021-01-11 11:19:54 page 3 of 3

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	)	NINTH JUDICIAL CIRCUIT
JOE CLEMONS,	)	Civil Action No. 2019-CP-08-00424
	)	
Plaintiff,	)	
	)	
vs.	)	<b>ORDER</b>
	)	
PEGGY H. PINNELL AGENCY, INC.,	)	
PEGGY H. PINNELL INSURANCE	)	
AGENCY, INC., STATE FARM LIFE	)	
INSURANCE COMPANY, (jointly and	)	
severally liable),	)	
	)	
Defendant.	)	
	)	

---

On January 11, 2021 this Court heard the Plaintiff’s Motion to Amend the Plaintiff’s Complaint and the Plaintiff’s Motion to Amend the Scheduling Order. The Plaintiff has not provided the Court with a proposed Amended Complaint and has only mentioned amending the Complaint to add William Helmy and Home Telecom as Defendants and to allege those parties conspired with the Defendants. Under these circumstances, the Plaintiff has failed to establish good cause to make these amendments. Accordingly, the Plaintiff’s Motion to Amend the Complaint to allege conspiracy against William Helmy and Home Telecom and to add them as parties to this lawsuit is denied.

The Court will allow a Second Amended Scheduling Order as follows:

1. The parties must complete discovery by June 1, 2021. Any written discovery must be served in time for the response to be due no later June 1, 2021.
2. Mediation must be completed no later than June 30, 2021.
3. This case shall not be called to trial before July 5, 2021.

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW



Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Other

It is so ordered.

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

Electronically signed on 2021-01-11 12:59:00 page 3 of 3

Order of January 29, 2021

Joe Clemons  
PLAINTIFF(S)

Peggy H. Pinnell Agency, Inc. et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

This motion came before me on November 30, 2020. Plaintiff brought a motion to be appointed counsel due to indigence for his civil trial. The Sixth Amendment of the United States Constitution guarantees the assistance of counsel. However, an individual is only guaranteed right to counsel in criminal prosecutions, which are not at issue in the instant case. Therefore, the motion to be appointed counsel is hereby denied.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/29/2021 .

Joe Clemons for Joe Clemons  
Doyet A. Early, III  
Joe Clemons for Joe Clemons

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Electronic Form 4

It is so Ordered!

s/Diane S. Goodstein

Electronically signed on 2021-01-29 12:56:19 page 3 of 3

Order of March 9, 2021

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2019-CP-08-00424

JOE CLEMONS,

Plaintiff,

vs.

PEGGY H. PINNELL AGENCY, INC.,  
PEGGY H. PINNELL INSURANCE  
AGENCY, INC., STATE FARM LIFE  
INSURANCE COMPANY, (jointly and  
severally liable),

Defendants.

**ORDER**

This matter came before the Court for hearing on March 8, 2021, upon the Amended Motion for Relief from Judgment Pursuant to Rule 60(b), SCRPC on Behalf of Plaintiff, Joe Clemons. As the parties were provided the opportunity to submit additional briefing in support and opposition to the motion and the motion can be readily decided without further input from the parties, the Court did not conduct a hearing on this motion.<sup>1</sup>

After careful review and consideration of the parties' submissions, this Court denies the Amended Motion for Relief from Judgment Pursuant to Rule 60(b), SCRPC on Behalf of Plaintiff, Joe Clemons.

**THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Amended Motion for Relief from Judgment Pursuant to Rule 60(b), SCRPC on Behalf of Plaintiff, Joe Clemons is **DENIED**.

---

<sup>1</sup> See South Carolina Supreme Court Order No. 2020-12-16-01(c)(4) ("A trial judge may elect not to hold a hearing when the judge determines the motion may readily be decided without further input from the lawyers.").

**AND IT IS SO ORDERED.**

ELECTRONIC SIGNATURE PAGE TO FOLLOW



Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Other

It is so ordered.

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

Electronically signed on 2021-03-09 14:44:06 page 3 of 3

Order of June 14, 2021

Joe Clemons  
PLAINTIFF(S)

Peggy H. Pinnell Agency, Inc. et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

This matter came before the Court as Plaintiff Joe Clemons' Motion to Obtain Audio of January 11, 2021 hearing heard on June 4, 2021.

Plaintiff's Motion for audio tapes is denied because by law, Plaintiff is not entitled to the audio tapes. This order further directs the Clerk of Court to no longer accept any more filings related to Plaintiff seeking the audio tapes.

**ORDER INFORMATION**

This order  ends  does not end the case.

See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/14/2021 .

Joe Clemons for Joe Clemons  
Joe Clemons for Joe Clemons  
Doyet A. Early, III

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2021-06-14 11:45:59 page 3 of 3

Order of June 16, 2021

Joe Clemons  
PLAINTIFF(S)

Peggy H. Pinnell Agency, Inc. et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

This Form 4 Order is to supplement the Form 4 Order entered on June 14, 2021.

The previous form order only addressed the audio from the January 11, 2021 hearing, and inadvertently left out the decision regarding the audio from the November 30, 2020 hearing. Plaintiff also had a motion to obtain audio from the November 30, 2020 hearing that was also heard on June 4, 2021.

Plaintiff's Motion for audio tapes is denied because by law, Plaintiff is not entitled to the audio tapes from either the January 11, 2021 hearing or the November 30, 2020 hearing. This order further directs the Clerk of Court to no longer accept any more filings related to Plaintiff seeking the audio tapes.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/16/2021 .

Joe Clemons for Joe Clemons  
Joe Clemons for Joe Clemons  
Doyet A. Early, III

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2021-06-16 10:48:35 page 3 of 3

Order of August 24, 2021

Joe Clemons  
PLAINTIFF(S)

Peggy H. Pinnell Agency, Inc. et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

This case came before the Court for a jury trial on August 23-24, 2021. At the close of the Plaintiff's case in chief, Defendants made a Motion for Directed Verdict as to all remaining causes of action: (1) Breach of Contract, (2) Breach of Fiduciary Duty, (3) Negligence, (4) Negligent Misrepresentation, (5) Fraud, (6) Constructive Fraud, (7) Civil Conspiracy. The Court respectfully hereby GRANTS Defendants' motion as to all causes of action. Plaintiff was and is advised of his right to file any post-trial motions and/or appeal this decision pursuant to the South Carolina Rules of Civil Procedure and South Carolina Appellate Court Rules. The Plaintiff has ten (10) days from the date of this Order to file any post-trial motions with this court and thirty (30) days to appeal to the South Carolina Court of Appeals.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/24/2021 .

Joe Clemons for Joe Clemons  
Doyet A. Early, III  
Joe Clemons for Joe Clemons

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

---



Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2021-08-24 12:55:39 page 3 of 3

Order of September 22, 2021

Joe Clemons  
PLAINTIFF(S)

Peggy H. Pinnell Agency, Inc. et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

Plaintiff Joe Clemons filed a Motion to Reconsider with this Court on September 2, 2021. "The purpose of Rule 59(e), SCRPC, to alter or amend the judgment is to request the trial judge to reconsider matters properly encompassed in a decision on the merits." Arnold v. State, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992). "A party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." Elam v. South Carolina Dept. of Transp., 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). This Court hereby DENIES Plaintiff's Motion to Reconsider without the necessity of a hearing and decided on the record and briefs. Rule 59(f), SCRPC; Pollard v. City of Florence, 314 S.C. 397, 401-402, 444 S.E.2d 534, 536 (Ct. App. 1994).

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/22/2021 .

Joe Clemons for Joe Clemons  
Doyet A. Early, III  
Joe Clemons for Joe Clemons

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al

**Case Number:** 2019CP0800424

**Type:** Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2021-09-22 12:09:52 page 3 of 3

## Complaint

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )  
 )  
Joe Clemons )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Peggy H. Pinnell Agency, Inc., )  
Peggy H. Pinnell Insurance Agency, Inc., )  
State Farm Life Insurance Company, )  
(jointly and severally liable), )  
Defendants. )

IN THE COURT OF COMMON PLEAS  
IN THE NINTH JUDICIAL CIRCUIT

CASE NO. 2019-CP-08-\_\_\_\_\_

**SUMMONS**

**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 or his/her attorney, Eduardo K. Curry, Esquire, at 6518-D Dorchester Road, P.O. Box 42270, North Charleston, South Carolina 29423, 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.

s/Eduardo K. Curry  
**THE CURRY LAW FIRM, LLC**  
Eduardo K. Curry, Esquire  
6518-D Dorchester Road (29418)  
P.O. Box 42270  
North Charleston, SC 29423  
(843) 767-5284  
(843) 767-5286 (Fax)

15<sup>th</sup> day of February, 2019

Attorney for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	
	)	CASE NO. 2019-CP-08-_____
Joe Clemons,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>COMPLAINT</b>
	)	
Peggy H. Pinnell Agency, Inc.,	)	
Peggy H. Pinnell Insurance Agency, Inc.,	)	
State Farm Life Insurance Company,	)	
(jointly and severally liable),	)	
Defendants.	)	

**TO: THE DEFENDANTS ABOVE NAMED**

The Plaintiff, **Joe Clemons**, by and through his undersigned attorney, 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, **Peggy H. Pinnell Agency, Inc., Peggy H. Pinnell Insurance Agency, Inc.** (hereinafter collectively referred to as “Defendant Agency”) upon information and belief, are licensed under the South Carolina Department of Insurance as an Insurance Agent/Producer to licensed to sell insurance policies to the public, including life, auto, homeowners, etc., and is organized under the laws of Berkeley County and the State of South Carolina.
3. That Defendant **State Farm Life Insurance** (hereinafter “Defendant State Farm”) upon information and belief, is a corporation organized and existing under the laws of the State of Illinois with its principal place of business in South Carolina and does business in Berkeley County, South Carolina.
4. That this Court has jurisdiction over the parties and subject matter of this action.
5. 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**

6. That the Plaintiff has been a multi-policy holder with Defendants for over thirty (30) years.

7. That Defendant Agency is a licensed and registered insurance agent who has been the Plaintiff's personal insurance agent for over twenty-five (25) years.
8. That on October 3, 2008, Plaintiff was issued a twenty (20) year select term life insurance policy valued at Two-Hundred and Fifty Thousand (\$250,000.00) Dollars by the Defendants.
9. That on May 21, 2010, Plaintiff purchased a policy offered by Defendants which converted the select term life insurance policy into a fifteen (15) year pay life policy for (\$250,000.00) and a waiver of premium disability (hereinafter "WPD") was also applied for therein.
10. That in addition, on May 21, 2010, Plaintiff also purchased a life insurance policy for his grandson who was 1 year old at time.
11. That on June 7, 2010, Defendant State Farm notified Defendant Agency that the Plaintiff was denied the WPD for which he applied for on May 21, 2010. This included a printout cost for the 15-year policy applied for on May 21, 2010, with an alternative to accept it without a (WPD).
12. That on July 6, 2010, outside of the Plaintiff's presence, and without his knowledge or consent, Defendant Agency signed Plaintiff's signature and submitted a new term conversion application on behalf of Plaintiff, the policy without a WPD.
13. That for six (6) consecutive years the Plaintiff did not receive any information from Defendants regarding the denial and/or change of the policy signed.
14. That on March 16, 2017, Plaintiff met with Defendant Agency to file a disability claim as Social Security had declared him disabled, which is when Defendant Agent first informed Plaintiff that a (WPD) was not available on his policy, rather only to the a ten 10-year lifetime policy valued at \$150,000.
15. That Plaintiff never received notice or contact about the said the denial and/or the alternative option available until March 16, 2017, at which time the documents and information were first disclosed to the Plaintiff.
16. That Plaintiff submitted a complaint upon Defendants in which stated he denied signing the alternate policy without a waiver and that he believed his signature had been forged.
17. That upon and review of the documents by Plaintiff, the documents do not reflect Plaintiff's signature.
18. That without Plaintiff's knowledge, consent or signature, Defendants forged the insurance documents and continued to collect premiums for an amount that was greater than the value of the new policy.

**FOR A FIRST CAUSE OF ACTION**  
**Breach of Contract**

19. That Plaintiff incorporates the allegations of paragraphs (1) through (18) above as if fully set forth verbatim.
20. That valid contracts of insurance in the form of the insurance policies existed between the Plaintiff and Defendants.
21. That valuable considerations in terms of monies paid were being made to State Farm in exchange for Defendants' agreement to issue the policy.
22. That on May 21, 2010, Plaintiff was offered and accepted the offer to convert his (20) year lifetime policy into a 15 year pay life policy for (\$250,000.00) for which a WPD was applied to.
23. That Plaintiff has fulfilled all his obligations that were to be performed on his part including paying of the premiums.
24. That Defendants failed and refused to provide the policy as agreed and fraudulently withheld the denial of policy and/or additional options on the policy all while continuing to accept payment from Plaintiff for the premiums.
25. That Defendants have failed and refused to provide the policy as agreed and fraudulently forged new application forms on the policy all while continuing to accept payment from Plaintiff for the premiums without Plaintiff's permission or knowledge.
26. That Defendants have therefore breached the contracts.
27. That these breaches were fraudulent, substantial and material.
28. As a direct and proximate result of the Defendants' breach, the Plaintiff has been damaged in the amount of and is entitled to recover damages in the amount of the insurance policies, premiums, punitive damages, attorney fees, interest, and such other incidental and consequential damages as related to the policies.

**FOR A SECOND CAUSE OF ACTION**  
**Breach of Fiduciary Duty**

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

30. That as an agent for State Farm, Defendant Agency accepted the fiduciary duty to sell insurance policies as an honest fair-dealing agent to all current and potential State Farm policyholders.
31. That Plaintiff has been a member with Defendants for over 30 years.
32. That Defendants had a heightened duty to advise, guide and direct Plaintiff to obtain policies available to him.
33. That when Plaintiff purchased a life insurance policy, he executed an application and agreement on October 3, 2008, he trusted that the Defendants adhered to his request, however she did not.
34. That valuable considerations in terms of monies paid were being made to State Farm in exchange for Defendants' agreement to issue the policy.
35. That Plaintiff was not notified that the application was denied and/or altered and fraudulently forged without his consent for Defendants to do so, all while continuing to accept payment of premiums from Plaintiff.
36. As a direct and proximate result of the Defendants' breach, the Plaintiff has been damaged in the amount of and is entitled to recover damages in the amount of the insurance policies, premiums, punitive damages, attorney fees, interest, and such other incidental and consequential damages as related to the policies.

**FOR A THIRD CAUSE OF ACTION**

**Negligence**

37. That Plaintiff incorporates the allegations of paragraphs (1) through (36) above as if fully set forth verbatim.
38. That Defendants worked in collaboration to deny Plaintiff the WPD applied for on May 21, 2010, despite Defendants assuring Plaintiff on multiple occasions that the WPD existed to his policy.
39. That valuable considerations in terms of monies were paid to State Farm in exchange for Defendants' agreement to issue said policy with the WPD.
40. That Defendants owed a duty to act reasonably in their communications with Plaintiff and others and in the denial and/or alternative options of the policy, and to act reasonably in accordance with the policies and to properly record the applications.
41. That Defendants failed to do so and have breached those duties, including but not limited to in the following particular:

- a. Failing to accept and/or approve the application and policy as sold to the Plaintiff with the WPD;
  - b. Failing to notify Plaintiff of the denial of the policy to Plaintiff with the WPD;
  - c. Failing to notify Plaintiff as to other alternative to the policy or other policies available;
  - d. Failing to ensure Plaintiff's protection by allowing agents or members of Defendants to intentionally and fraudulently forge his signature on documents;
  - e. Failing to reimburse Plaintiff for all premiums paid for said policy;
  - f. Failing to have in place adequate policies and procedures; and
  - g. Other such particulars as may be shown at trial.
42. As a direct and proximate result of the Defendants' negligence, the Plaintiff has been damaged in the amount of and is entitled to recover damages in the amount of the insurance policies, premiums, punitive damages, attorney fees, interest, and such other incidental and consequential damages as related to the policies.

**FOR A FOURTH CAUSE OF ACTION**  
**Negligent Misrepresentation**

43. That Plaintiff incorporates the allegations of paragraphs (1) through (42) above as if fully set forth verbatim.
44. That Defendants made multiple false representations to the Plaintiff, outside of the contract, regarding his status as a policyholder with a life insurance policy containing WPD as applied for.
45. That the Defendants had pecuniary interests in making their false representations, namely, receiving payments from Plaintiff for premiums while failure to notify Defendant that the policy with a WPD was denied and that there were options for a policy without a WPD, and in forging Plaintiff's signature without his knowledge and/or consent, all in furtherance of their business profits and careers.
46. That the Defendants owed duties of care to the Plaintiff, as reasonable persons, to see that truthful information was communicated to the Plaintiff.
47. That the Defendants breached those duties by failing to exercise due care with regard to Plaintiff.
48. That the Plaintiff justifiably relied on the representations that Defendants made.
49. That Plaintiff has suffered pecuniary losses as a direct and proximate result of reliance on Defendants' representations.
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 in the amount of the insurance policies, premiums, punitive damages, attorney fees, interest, and such other incidental and consequential damages as related to the policies.

**FOR A FIFTH CAUSE OF ACTION**  
**Fraud**

51. That Plaintiff incorporates the allegations of paragraphs (1) through (50) above as if fully set forth verbatim.
52. That Defendants, by and through their agents, were fully aware of the Plaintiff purchasing the life insurance policy with the WPD in consideration for monies paid by Plaintiff for the cost of the premiums.
53. That Defendants, by and through their agents, misrepresented and failed to disclose to the Plaintiff that the policy had been denied with the WPD and that a new policy was available, and fraudulently signed by Defendants, by and through their agents without Plaintiff's knowledge or consent.
54. That the misrepresentations by Defendants, by and through their agents, were false and material.
55. That Defendants, by and through their agents, submitted false statements.
56. That Defendants, by and through their agents, had knowledge that their representations were false and had a reckless disregard for their truth or falsity.
57. That Defendants, by and through their agents, intended for the misrepresentations to be acted upon by the Plaintiff.
58. That the Plaintiff was ignorant of the statement's falsity and the Defendants' intent to fraud the Plaintiff.
59. That the Plaintiff relied on the truth of the assertions and had a right to rely thereon.
60. That based upon the Plaintiff's reliance upon the Defendants, Plaintiff paid monies for the premiums of the policy as agreed.
61. That the Plaintiff has been injured as a direct and proximate result of the Defendants' fraudulent acts.
62. As a direct and proximate result of the Defendants' actions, the Plaintiff has been damaged in the amount of and is entitled to recover damages in the amount of the premiums paid, the amount of the policy, attorney fees, interest, actual and punitive damages, and all other damages as relate to the insurance policy.

**FOR A SIXTH CAUSE OF ACTION**  
**Constructive Fraud**

63. That Plaintiff incorporates the allegations of paragraphs (1) through (62) above as if fully set forth verbatim.
64. That in the event that the conduct of the Defendants should be determined to lack honesty of purpose or intent to deceive, the Plaintiff alleges that the Defendants knew or should have known that their conduct and representations were misleading the Plaintiff and that accordingly their conducts and representations constituted constructive fraud.
65. That by Defendant intentionally not disclosing and/or withholding from the Plaintiff the fact that the policy lacked a waiver of premium disability (WPD), it is reasonable for one to assume that the omission of such fact was purposed with the intent that Plaintiff would execute the document signed as Defendants receive additional compensation when new policies are executed.
66. That the Plaintiff relied on receiving a waiver of disability on the 20-year policy that was converted to a 15-year life term insurance policy.
67. That Plaintiff justifiably relied on the misrepresentation made by Defendants in believing that policy existed and possessed a (WPD), as upon information and belief, Defendants had proven to be an honest with Plaintiff up to that point.
68. As a direct and proximate result of the Defendants' constructive fraud, the Plaintiff has been damaged in the amount of and is entitled to recover damages in the amount of the insurance policies, premiums, punitive damages, attorney fees, interest, and such other incidental and consequential damages as related to the policies.

**FOR A SEVENTH CAUSE OF ACTION**  
**Civil Conspiracy**

69. That Plaintiff incorporates the allegations of paragraphs (1) through (69) above as if fully set forth verbatim.
70. That the Defendants combined in an unlawful manner, for an improper purpose, to cause harm to Plaintiff.
71. That as a result of the Defendants' actions constituting civil conspiracy, the Plaintiff has suffered special damages.
72. As a direct and proximate result of the Defendants' actions, the Plaintiff has been damaged in the amount of and is entitled to recover his special damages and also damages in the amount of the premiums paid for the insurance policy, the value of the insurance policy, attorney fees, interest, actual and treble damages, and all other damages as relate to the insurance policy.

**FOR A EIGHTH CAUSE OF ACTION**  
**Violation of the UTPA**

73. That Plaintiff incorporates the allegations of paragraphs (1) through (72) above as if fully set forth verbatim.
74. That Plaintiff and Defendants are “persons” within the meaning of Section 30-5-10(a), code of Laws of South Carolina, 1976, as amended.
75. That Defendants, by conducting business in the State of South Carolina, is engaged in commerce within the meaning of Code Section 39-5-10(b).
76. That Defendants’ actions described in this Complaint constitute unfair and deceptive practices within the meaning of Code Section 39-5-20(a), including but not limited to:
- a. Representing to the general public and to the Plaintiff that the Defendants would comply on a continuing basis with those licensure requirements, regulations, laws and professional standards designed to protect the Plaintiff and insureds under the insurance policies; representing that the Defendants would accurately and truthfully maintain a policy with the WPD on behalf of Plaintiff; and such other particulars as are set forth above in this Complaint or may be shown through discovery or trial.
  - b. Further, the Defendants promoted and disseminated the above representations and information which would lead other similarly situated consumers to believe the above representations were true. The Defendants purposefully disseminated such representations and promotions in order to induce others into entering into contracts;
  - c. The Defendants fraudulently concealed their intent, and the representations were made false;
  - d. The Defendants fraudulently forged Plaintiff’s signature and the representations to Plaintiff made were false;
  - e. The representations made and concealments done by the Defendants were material to the Plaintiff;
  - f. At the time the Defendants made such representations, they knew such affirmative claims of service were false;
  - g. The Plaintiff was unaware of the falsity of the representations made by the Defendants;
  - h. The Plaintiff had a right to rely on the representations and concealments made by the Defendants;

- i. As a result of the Defendants' fraud, misrepresentations and concealments and deceptive and unfair representations, the Plaintiff has been damaged.
77. That the Defendants' acts are capable of repetition, and upon information and belief, have been repeated with other customers.
78. That Defendants' conduct adversely affects the public interest of South Carolina.
79. That Defendants' actions described above is not specifically permitted by state law or under state laws administered by any regulatory officer or agency.
80. That Defendants knew or reasonably should have known their conduct violated the Unfair Trade Practices Act.
81. As a direct and proximate result of the Defendants' actions, the Plaintiff has been damaged in the amount of and is entitled to recover damages in the amount of the premiums paid, the insurance policy, attorney fees, interest, actual and treble damages, and all other damages as it relates to the insurance policy.

**FOR AN NINTH CAUSE OF ACTION**  
**Punitive Damages**

82. That Plaintiff incorporates the allegations of paragraph (1) through (81) above as if fully set forth verbatim.
83. That Plaintiffs are entitled to receive from Defendants all monies paid for punitive damages and any other payments made as a result of the negligence of Defendants resulting in Plaintiffs injuries and death, and Plaintiff is entitled to such as the trier of fact shall determine.

**FOR AN TENTH CAUSE OF ACTION**  
**Attorney Fees**

84. That Plaintiff incorporates the allegations of paragraph (1) through (83) above as if fully set forth verbatim.
85. That Plaintiffs have employed an attorney and are entitled to receive from Defendants 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 Defendants 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.

**CURRY LAW FIRM, LLC**

**s/Eduardo K. Curry**  
**Eduardo K. Curry (SC Bar # 62991)**  
**Attorney for Plaintiff**  
**PO Box 42270**  
**North Charleston, SC 29423**  
**843-767-5284**  
**843-767-5286 (Fax)**  
**Email: currylawfirm@bellsouth.net**

**February 15, 2019**  
**Charleston, SC**

Answer

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	)	NINTH JUDICIAL CIRCUIT
JOE CLEMONS,	)	Civil Action No. 2019-CP-08-00424
	)	
Plaintiff,	)	
	)	
vs.	)	<b>ANSWER</b>
	)	
PEGGY H. PINNELL AGENCY, INC.,	)	(Jury Trial Requested)
PEGGY H. PINNELL INSURANCE	)	
AGENCY, INC., STATE FARM LIFE	)	
INSURANCE COMPANY, (jointly and	)	
severally liable),	)	
	)	
Defendant.	)	
	)	

---

Defendants Peggy H. Pinnell Agency, Inc., Peggy H. Pinnell Insurance Agency, Inc. and State Farm Life Insurance Company (collectively "Defendants"), answering the Plaintiff's Complaint, allege that:

**FOR A FIRST DEFENSE**

1. Paragraph 1 is admitted upon information and belief.
2. Answering Paragraph 2, Defendants would show that there is only the Peggy H. Pinnell Insurance Agency, Inc., Defendants admit that Defendant Peggy H. Pinnell Insurance Agency, Inc. is licensed by the Department of Insurance and is organized under the laws of the state of South Carolina but the remaining allegations in Paragraph 2 are denied.
3. Answering Paragraph 3, Defendants admit State Farm Life Insurance Company ("State Farm Life") is a corporation organized and existing under the laws of the state of Illinois and that it does business in Berkeley County, South Carolina but the remaining allegations in Paragraph 3 are denied.

4. Answering Paragraph 4, Defendants would show that personal and subject matter jurisdiction are matters of law to be determined by the Court and otherwise Paragraph 4 is denied.

5. Paragraph 5 is admitted, although Defendant State Farm Life denies that the Pinnell Insurance Agency, Inc. and its employees are employees of State Farm Life.

6. Answering Paragraph 6, Defendants admit the Plaintiff has been a multi-policy holder with certain State Farm companies for over 30 years but the remaining allegations in Paragraph 6 are denied.

7. Answering Paragraph 7, Defendants admits the Pinnell Insurance Agency, Inc. is a licensed and registered insurance agency but the remaining allegations in Paragraph 7 are denied.

8. Paragraph 8 is admitted.

9. Answering Paragraph 9, Defendants admit that in May 2010 the Plaintiff purchased a policy offered by State Farm Life which converted the select term life insurance policy to a 15 year pay life policy of \$250,000 and admit the Plaintiff applied for a waiver of premium disability provision but that aspect of the application was denied and otherwise Paragraph 9 is denied.

10. Answering Paragraph 10, Defendants admit that in May 2010 the Plaintiff purchased a life insurance policy for his grandson but Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 10 and, therefore, those allegations are denied.

11. Answering Paragraph 11, Defendants admit that in June 2010 State Farm Life notified the Defendant Agency that the Plaintiff's application for a waiver of premium disability had been denied and this included a printout cost for the 15 year policy with an alternative to accept that policy without a waiver of premium disability but otherwise Paragraph 11 is denied.

12. Paragraph 12 is denied.

13. Paragraph 13 is denied.

14. Answering Paragraph 14, Defendants are without knowledge or information sufficient to form a belief as to the Plaintiff's disability claim with social security and, therefore, that part of Paragraph 14 is denied and the remaining allegations in Paragraph 14 are denied.

15. Paragraph 15 is denied.

16. Paragraph 16 is admitted.

17. Paragraph 17 is denied.

18. Paragraph 18 is denied.

19. Answering Paragraph 19, Defendants incorporate their answers to Paragraphs 1 through 18 as fully and effectually as if set forth verbatim.

20. Answering Paragraph 20, Defendants admit that valid contracts of insurance existed between the Plaintiff and State Farm Life but the remaining allegation in Paragraph 20 are denied.

21. Answering Paragraph 21, Defendants admit that the Plaintiff paid the premiums for the policies issued by State Farm Life but the remaining allegations in Paragraph 21 are denied.

22. Answering Paragraph 22, Defendants admit that in May 2010 the Plaintiff was extended an offer to convert his 20 year lifetime policy to a 15 year pay life policy for \$250,000 and that the Plaintiff applied for a waiver of premium disability but the application for the waiver of premium disability was not accepted by State Farm Life and otherwise Paragraph 22 is denied.

23. Answering Paragraph 23, Defendants admit only that the Plaintiff has paid the premiums for the policies for which he applied and which were accepted by State Farm Life but otherwise Paragraph 23 is denied.

24. Paragraph 24 is denied.

25. Paragraph 25 is denied.

26. Paragraph 26 is denied.

27. Paragraph 27 is denied.

28. Paragraph 28 is denied.

29. Answering Paragraph 29, Defendants incorporate their answers to Paragraphs 1 through 28 as fully and effectually as if set forth verbatim.

30. Paragraph 30 is denied.

31. Paragraph 31 is denied.

32. Paragraph 32 is denied.

33. Answering Paragraph 33, Defendants admit that when the Plaintiff purchased a life insurance policy he signed an application but the remaining allegations in Paragraph 33 are denied.

34. Answering Paragraph 34, Defendants admit that the Plaintiff has paid premiums in exchange for policies State Farm Life agreed to issue but the remaining allegations in Paragraph 34 are denied.

35. Paragraph 35 is denied.

36. Paragraph 36 is denied.

37. Answering Paragraph 37, Defendants incorporate their answers to Paragraphs 1 through 36 as fully and effectually as if set forth verbatim.

38. Paragraph 38 is denied.

39. Paragraph 39 is denied.

40. Answering Paragraph 40, Defendants would show that any duties owed to the Plaintiff are matters of law to be determined by the Court and otherwise Paragraph 40 is denied.

41. Paragraph 41 is denied including all subparagraphs thereof.

42. Paragraph 42 is denied.

43. Answering Paragraph 43, Defendants incorporate their answers to Paragraphs 1 through 42 as fully and effectually as if set forth verbatim.

44. Paragraph 44 is denied.

45. Paragraph 45 is denied.

46. Answering Paragraph 46, Defendants would show that any duties owed to the Plaintiff are matter of law to be determined by the Court and otherwise Paragraph 46 is denied.

47. Paragraph 47 is denied.

48. Paragraph 48 is denied.

49. Paragraph 49 is denied.

50. Paragraph 50 is denied.

51. Answering Paragraph 51, Defendants incorporate their answers to Paragraphs 1 through 50 as fully and effectually as if set forth verbatim.

52. Paragraph 52 is denied.

53. Paragraph 53 is denied.

54. Paragraph 54 is denied.

55. Paragraph 55 is denied.

56. Paragraph 56 is denied.

57. Paragraph 57 is denied.

58. Paragraph 58 is denied.

59. Paragraph 59 is denied.

60. Paragraph 60 is denied.

61. Paragraph 61 is denied.

62. Paragraph 62 is denied.

63. Answering Paragraph 63, Defendants incorporate their answers to Paragraphs 1 through 62 as fully and effectually as if set forth verbatim.

64. Paragraph 64 is denied.

65. Paragraph 65 is denied.

66. Paragraph 66 is denied.

67. Paragraph 67 is denied.

68. Paragraph 68 is denied.

69. Answering Paragraph 69, Defendants incorporate their answers to Paragraphs 1 through 68 as fully and effectually as if set forth verbatim.

70. Paragraph 70 is denied.

71. Paragraph 71 is denied.

72. Paragraph 72 is denied.

73. Answering Paragraph 73, Defendants incorporate their answers to Paragraphs 1 through 72 as fully and effectually as if set forth verbatim.

74. Paragraph 74 is denied and Defendants would further show that the statute referenced in Paragraph 74 concerns the performance of register of deeds duties by clerks of court in certain counties and otherwise Paragraph 74 is denied.

75. Defendants deny Paragraph 75 because the Unfair Trade Practices Act ("UTPA") is inapplicable to matters pertaining to insurance.

76. Paragraph 76 and all subparagraphs thereof are denied.

77. Paragraph 77 is denied.

78. Paragraph 78 is denied.

79. Answering Paragraph 79, Defendant deny the allegations of wrongful conduct alleged in the Plaintiff's Complaint and otherwise Paragraph 79 is denied.

80. Paragraph 80 is denied.

81. Paragraph 81 is denied.

82. Answering Paragraph 82, Defendants incorporate their answers to Paragraphs 1 through 81 as fully and effectually as if set forth verbatim.

83. Paragraph 83 is denied.

84. Answering Paragraph 84, Defendants incorporate their answers to Paragraphs 1 through 83 as fully and effectually as if set forth verbatim.

85. Paragraph 85 is denied.

86. Except as is specifically admitted, each and every allegation in the Complaint and in the prayer of the Complaint is denied.

**FOR A SECOND DEFENSE**

87. The Complaint fails to set forth facts sufficient to constitute a cause of action.

**FOR A THIRD DEFENSE**

88. Any award of punitive damages under the facts of this case will violate the South Carolina and United States Constitutions.

**FOR A FOURTH DEFENSE**

89. Matters pertaining to insurance are exempt from the UTPA.

**FOR A FIFTH DEFENSE**

90. The Plaintiff's Complaint fails to specify any special damages and, therefore, the Complaint states no cause of action for civil conspiracy.

**FOR A SIXTH DEFENSE**

91. Under the laws of South Carolina a civil conspiracy is not possible where the co-conspirators are principal and agent and, therefore, the Plaintiff's cause of action for civil conspiracy should be dismissed.

**FOR A SEVENTH DEFENSE**

92. The Plaintiff was negligent in disregarding policies and other notices mailed to him and this negligence exceeded that of the Defendants and under the law of comparative negligence the Plaintiff's claim of negligence should be dismissed.

**FOR AN EIGHTH DEFENSE**

93. Any oral representations outside the contracts of insurance themselves were merged into and incorporated into the written policies of insurance.

**FOR A NINTH DEFENSE**

94. Any evidence to vary or contradict the written contracts of insurance are barred by the parol evidence rule.

WHEREFORE, having fully answered the Complaint, Defendants Peggy H. Pinnell Agency, Inc., Peggy H. Pinnell Insurance Agency, Inc. and State Farm Life Insurance Company pray that the Complaint be dismissed, with costs, and for such other and further relief as this Court may deem just and proper.

[SIGNATURE PAGE TO FOLLOW]

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Charleston, South Carolina

March 20, 2019

## Testimony of Joe Clemons

1           A.    My wife or -- I try to fax stuff for  
2 myself, and I can't do it. I never learned how to  
3 use the fax machine. If I do, she got to be  
4 walking through. If it got faxed from my house, my  
5 wife did it.

6           Q.    Well, we can agree this document is a  
7 fax from your fax number --

8           A.    I won't deny that.

9           Q.    -- on July 6, 2010; right?

10          A.    I won't deny that.

11          Q.    And it has signatures of you and Peggy  
12 Pinnell, doesn't it? That's what it says?

13          A.    This is not my signature.

14          Q.    But it's a fax from your fax number?

15          A.    Right.

16          Q.    Did your wife sign your name on this  
17 document?

18          A.    She must have.

19          Q.    Did you give her the authority to do  
20 it?

21          A.    Well, I tell you what. I can't  
22 remember why we would be faxing this back to her or  
23 whatever, and I was at work. I don't know where I  
24 was. All I'm saying, I didn't sign this. You need  
25 to talk to my wife, which you will be in a little

1 bit, because I can't give an answer that I don't  
2 know that I might cause problems that I don't need.  
3 You just helped me realize this now, this thing was  
4 faxed from my house. Thank you, sir. But I know I  
5 didn't sign it. So apparently I didn't fax it.

6 Q. Okay.

7 A. You talk to her.

8 Q. Did your wife have the authority to  
9 sign your name to anything?

10 A. Yeah, sure.

11 Q. Okay. Is it possible -- and we'll take  
12 your wife's deposition in a little bit.

13 A. Sure.

14 Q. Is it possible your wife signed your  
15 name on what's Exhibit 3 and then faxed it to  
16 Ms. Pinnell?

17 MR. CURRY: Objection.

18 THE WITNESS: Yes.

19 BY MR. NORRIS:

20 Q. Pardon?

21 MR. CURRY: Objection.

22 THE WITNESS: Yes.

23 BY MR. NORRIS:

24 Q. If she did that, did she do that  
25 without your authority?

1 MR. CURRY: Objection.

2 THE WITNESS: If she -- to my  
3 knowledge, as far as authority -- I mean, what I'm  
4 saying is, I didn't have no problem with that. She  
5 probably did in the best -- if something needed to  
6 be done, I have no problem with her doing it.  
7 Whether I told her to do it or not, I don't have no  
8 problem with that.

9 BY MR. NORRIS:

10 Q. Do you remember discussing with your  
11 wife that she could sign your name on what's  
12 Exhibit 3 today and fax it to Ms. Pinnell?

13 A. No, I don't. I don't have any memory  
14 of anything like that.

15 Q. If she did do it, did she do it without  
16 your knowledge and authority?

17 A. She might have informed me after she  
18 did it or whatever. But it probably happened -- it  
19 may have been without my knowledge.

20 Q. Did she have your authority to sign  
21 what's Exhibit 3 and fax it to Ms. Pinnell?

22 A. She had authority to sign stuff for me,  
23 yes.

24 Q. Okay, all right. Now, if this Exhibit  
25 3 was faxed from your fax number, that means at

1 an application for that; is that right?

2 A Yes, I suppose.

3 Q And then in May of 2010, you wanted to convert  
4 that term policy to I think a 15-year paid-up policy;  
5 is that your recollection?

6 A Yes.

7 Q Okay. All right. And I want to show you some  
8 documents about the conversion and have you identify  
9 it. And incidentally, the way I'll do exhibits, Mr.  
10 Clemons, is I've got three copies of each one. I've  
11 got my copy that I've scribbled on. I'm going to mark  
12 the exhibit with one copy. And at the same time, I'm  
13 going to hand your attorney, Mr. Curry, a copy of what  
14 I've marked as an exhibit and handed to you so Mr.  
15 Curry is looking at the same thing that I've handed  
16 you. So, for example, I'm going to mark this life  
17 insurance illustration as Exhibit 1, and I'm going to  
18 hand that to Mr. Curry, and that will be the same  
19 process throughout this deposition.

20 (Defendant's Exhibit No. 1 marked for I.D.)

21 BY MR. NORRIS:

22 Q Now, what I have marked as Exhibit 1 is five  
23 pages. Is that your signature on May 21st, 2010, on  
24 the last page?

25 A Yes.

1 Q Okay. And is that Miss Pinnell's signature?

2 A Looks like it, yes, sir.

3 Q Okay. Do you actually remember being in Miss  
4 Pinnell's office on May 21st, 2010?

5 A I remember being in and signing these papers.  
6 But, I mean, as far as exactly what day, the paper will  
7 tell you.

8 Q Okay. Because, quite frankly, most people --  
9 if you asked me -- if you asked me where were you on  
10 May 21st, 2010, I wouldn't be able to tell you. Okay?  
11 Unless you've got an extraordinary memory. I mean, do  
12 you, for example, remember where you were on May 21st,  
13 2010? Do you remember that?

14 A No, I don't know where I was. I just know --

15 Q That makes you like the rest of us. But this  
16 indicates that you must have been at Miss Pinnell's  
17 office, because on May 21st, 2010, you signed it,  
18 right, on the last page of Exhibit 1?

19 A Yes, sir.

20 Q And why did you want to move from a 20-year  
21 term policy to a 15 pay life policy; in other words,  
22 why did you want to make that change?

23 A Because, well, at the time, I had been burned  
24 by the stock market, and I was trying to figure out  
25 what I could do with my retirement money. I had got my

1 money from the ILA from retirement, and I had -- I had  
2 an investment guy dealing with it, and it wasn't making  
3 no headway, and the market, up and down, so I was  
4 trying to find some way I could invest the money that  
5 would be more secure.

6 And so I came by Miss Peggy's, paying my  
7 insurance or something I think, I'm not sure exactly  
8 how did it go, and we started talking about that, and  
9 then she started telling me about they had a 15-year  
10 paid life policy. She told me about the policy and how  
11 good it was and how she had five of them on -- she had  
12 it on her grandkids and stuff.

13 Q Okay.

14 A And that led me to put one on my grandson.

15 Q All right. Okay. And so, you know, your  
16 understanding was like term insurance is just pure  
17 insurance.

18 A Right.

19 Q It just insures you for a specific number of  
20 years?

21 A Right.

22 Q Whereas this pay policy, you're kind of  
23 building up something in the policy in addition to pure  
24 insurance; right?

25 A Yes, sir.

1 Q Okay. All right. And you -- this  
2 illustration, this Exhibit 1, it had the annual initial  
3 premium, and then it also had a separate premium for  
4 waiver of premium for disability of \$412.50. Is that  
5 on -- that's on the first page?

6 A Yeah, I see that right there.

7 Q All right. And did Miss Pinnell go through  
8 this illustration with you?

9 A Sir?

10 Q Did she go through this illustration and  
11 explain it?

12 A No. This must have --

13 Q You just came in and signed it?

14 A No. This is some kind of -- no, I never seen  
15 that. I never saw that waiver premium on this policy  
16 right here.

17 Q Well, look at the third page of Exhibit 1. Is  
18 that your signature also on the third page?

19 A I didn't know there was more than a third  
20 page.

21 Q If you count these pages at the bottom --

22 A Okay. Well, this is my signature on the third  
23 page.

24 Q Yeah. And I think you also identified your  
25 signature on the fifth page.

1 A Oh, I didn't know it went to the fifth page.  
2 Oh, yeah, okay. Yeah, that's my signature, too.

3 Q Okay. All right. And if you look at your  
4 signature on the third page of Exhibit 1, it says right  
5 above your signature, I have received a copy of this  
6 illustration. Did you actually get a copy of the  
7 illustration from Miss Pinnell?

8 A Yeah. She gave me -- she gave me that policy  
9 copy, and I took it home.

10 Q All right. Okay. And you understood, I  
11 guess, that you were converting the term policy to a 15  
12 pay policy; in other words, you were changing from one  
13 thing to another?

14 A Yes, sir.

15 Q Okay. And in connection with that, I'm going  
16 to mark as Exhibit 2 a term conversion form.

17 (Defendant's Exhibit No. 2 marked for I.D.)

18 BY MR. NORRIS:

19 Q Did you sign that? It says at the top of  
20 Exhibit 2 "Term Conversion Form," and below that it has  
21 your signature and Miss Pinnell's signature, both dated  
22 May 21st, 2010.

23 A Yes, I signed that. That's my signature.

24 Q Okay. And who -- did Miss Pinnell fill it out  
25 before you signed it?

1           A     Well, it -- what we was doing, we already had  
2     the term policy; and so I told her, I said, "I have a  
3     thousand dollars, right at a thousand dollars." I  
4     said, "I have a thousand dollars a month that I would  
5     like to invest in a life insurance policy," the term  
6     she was talking about, the 15-year pay. And she said,  
7     "Well, to keep from going back through all the physical  
8     and other stuff, if you'll just keep it at the 250,  
9     which you already have the term, then we'll just make  
10    that transition to that," and that's why the amount was  
11    \$250. And she used some of the same -- she used some  
12    of the same paperwork of the old policy, and I guess  
13    she filled in where she -- I couldn't tell her how to  
14    do her job. All my understanding of what we was doing  
15    was in her head.

16          Q     Okay. Now, this says -- but, you know,  
17    there's certain information on Exhibit 2. It's got the  
18    State Farm payment plan account number, for example,  
19    and it's got certain questions that are answered. Was  
20    that filled out before you signed it?

21          A     If this -- if this is the old policy, which I  
22    think it is, let me see what they got right here.  
23    Waiver of premium. Oh, we probably filled this out  
24    because I told her I desired a waiver of premium after  
25    she helped me understand a waiver of premium, because I

1 A I was working. I came in there probably with  
2 work clothes on. She had my business. She had all of  
3 my business policies and stuff.

4 Q And by the way, you say you came in with your  
5 work clothes. Do you actually remember coming into her  
6 office on May 21st, 2010?

7 A No, I said I probably did. Because most of  
8 the time I come there, I'm running late, right before  
9 they close, because I'm somewhere, you know. Unless  
10 the weather is bad, other than that, I'm usually  
11 working.

12 Q All right. And that is your signature on

13 Exhibit 2? *I said, yes to Exhibit 2 not 3*

14 A Yes, sir.

15 Q Okay. All right.

16 (Defendant's Exhibit No. 3 marked for I.D.)

17 BY MR. NORRIS: *here Mr. Norris, is play the old switch game.*

18 Q I'm going to show you what I'm going to mark  
19 as Exhibit 3. Did you ever receive Exhibit 3, either  
20 through the mail or having somebody physically hand it  
21 to you?

22 A No, sir, I didn't get this. This was in the  
23 policy and this is not -- and this is -- this seems  
24 like some kind of trick you all are trying to pull  
25 because it don't look like this, sir. I don't know.

1 Q I'm just trying to confirm your testimony.

2 A Okay.

3 Q That what you're saying is, just before I  
4 handed you Exhibit 3 about two minutes ago, you had  
5 never seen that letter; is that right?

6 A Nothing that looked like that.

7 Q Okay. Let me ask you this: If you had seen  
8 that letter back in June of 2010, what would you have  
9 done?

10 A Well, if I had seen that, and that was the  
11 case, then --

12 MR. CURRY: Objection.

13 A (Continuing) I don't know. I probably still  
14 would have probably accepted the policy, but --  
15 because, remember, I applied for a waiver of premium  
16 disability. And why would I get a letter like this  
17 when I have got no explanation on whether -- why it  
18 wasn't accepted or whether they accepted it or not.  
19 So, certainly, I would have a problem with a letter  
20 like this.

21 Q Had you gotten that letter then, in June of  
22 2010, would you have gone to Miss Pinnell and said  
23 what's up with this?

24 MR. CURRY: Objection.

25 A (Continuing) Yes.

1 of 2010? It either is or it isn't or you don't know.  
2 I'm just trying to find out from you whether it is.

3 A This is a copy of it, but this is not the  
4 exact same copies that I got.

5 Q Okay. You did get a copy of your policy at  
6 some point?

7 A I left her office with a policy and I -- and  
8 I -- and I used to -- I had different things written on  
9 there. Because as a matter of fact, before I left her  
10 office that day, when we were discussing the waiver of  
11 premium, you know, because, remember, when you get the  
12 original paper from them, over the years they must have  
13 changed their papers, and when you get the original  
14 paper from them, they have the State Farm and all that  
15 letterhead and stuff in red letters and, you know, it  
16 had the red letters, State Farm symbol and all of this  
17 stuff --

18 Q Uh-huh.

19 A And -- and there was a paper in that packet  
20 that had -- that looked like that paper you showed me,  
21 Exhibit 3, had on there, but it had an area to the  
22 bottom you would sign saying you're accepting this  
23 policy without the waiver of premium, and I did not  
24 sign that because she told me I wasn't going to sign  
25 that because we had applied. But because she had to

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1 to the left of your signature?

2 A Oh, yeah, yeah. Yeah, it's dated.

3 Q And below that, somebody signed for Miss  
4 Pinnell. It says "Peggy Pinnell" by somebody. Do you  
5 know who that is? I know the handwriting is a little  
6 bit small.

7 A I can't figure out what that is myself.

8 Q Okay. Anyway, that's your signature on the  
9 last page of Exhibit 5; right?

10 A Yes, sir.

11 Q Okay. And is -- let me show you what I'll  
12 mark as Exhibit 6.

13 (Defendant's Exhibit No. 6 marked for I.D.)

14 BY MR. NORRIS:

15 Q Is Exhibit 6 your signature?

16 A No, sir.

17 Q Okay. All right. And I think it's your  
18 position that Miss Pinnell or somebody forged your  
19 signature on what is Exhibit 6?

20 A Yes, sir.

21 Q Okay. And is Exhibit 7 your signature?

22 (Defendant's Exhibit No. 7 marked for I.D.)

23 A (Continuing) No, sir.

24 Q So neither Exhibit 6 nor Exhibit 7 is your  
25 signature; right?

## Testimony of Peggy Pinnell

1 issue in this particular case? The 2016 policy?

2 A. No, sir, the policy that was issued by  
3 the company in 2010.

4 Q. Do you know who prepared that policy?

5 A. If you're asking who took the  
6 application --

7 Q. Yes, ma'am.

8 A. -- I took the application. If you're  
9 asking who delivered the policies and signed that I  
10 witnessed Mr. Clemons' signatures, I did that. The  
11 company, I suppose you would say, actually prepared  
12 the policies and mailed them to us with the  
13 documents that needed to be signed.

14 Q. So the procedure would be, I'd come in  
15 if I were Mr. Clemons, or Mr. Clemons came in,  
16 filled out an application. You took all the  
17 necessary paperwork, and then you would submit that  
18 to State Farm?

19 A. Yes, sir.

20 Q. And then State Farm would do what?

21 A. They would make the decision to either  
22 issue the policy as we asked for it or to issue it  
23 with some caveats or to say, I'm sorry, we aren't  
24 choosing to issue this at all, which they could not  
25 do in that case because he had a term policy that

1 changes." What does that mean?

2 A. What it means is, Mr. Clemons, you  
3 asked us to do it this way. We are choosing not to  
4 do it that way. However, we are willing to issue  
5 you a policy. If you choose to accept it, it will  
6 control any conflicting language. So if there is  
7 anything that exists that says this could have had  
8 it on here, we now understand that's not on there.

9 Q. Okay. All right. And it appears -- I  
10 guess 7/6/10 appears to be dated in Moncks Corner;  
11 correct?

12 A. Yes, sir.

13 Q. Is that your signature?

14 A. The Peggy H. Pinnell is, yes, sir.

15 Q. And there is another signature next to  
16 it; is that correct?

17 A. Yes, sir.

18 Q. And it says it is Joe Clemons?

19 A. Yes, sir.

20 Q. And you signed as a witness?

21 A. Correct.

22 Q. So is it your position that, what?

23 A. It is my absolute knowledge that when  
24 my name is on there as witness, these two eyes saw  
25 that person sign it. It didn't happen five minutes

*put this in the  
brief.*

1 later. It didn't happen last week. It happened  
2 then.

3 Q. Simultaneously when you witnessed it?

4 A. Yes, sir.

5 Q. And it is your testimony today that  
6 Mr. Joe Clemons signed that himself?

7 A. Absolutely.

8 Q. Okay.

9 A. Would you like to hear more about that  
10 particular day?

11 Q. Oh, this is a fact-finding. That's why  
12 they call it discovery. Gives me a chance to sort  
13 of see exactly where your position is in on the  
14 case. Why don't you tell me what you recall.

15 A. Because a policy that is not issued as  
16 requested, from the date of issuance, there is a  
17 30-day window in which the insured can say, I'm  
18 accepting this the way it is, I'm choosing not to  
19 have any policy with you at all, or I am accepting  
20 it the way it is. They have that 30-day window.  
21 And so because the company actually issued that  
22 policy, I believe, June the 7th, we had 30 days for  
23 him to do whichever one he chose to do.

24 I am sure that you have noticed that  
25 Mr. Clemons is extremely fastidious. He is a very,

1 because one would be, "Thank you for the  
2 opportunity." So two would be, "On May 21st,  
3 2010." Are you with me?

4 A. Yes, sir.

5 Q. About one, two, three, four, five, six  
6 lines down, middle of the sentence six, comma,  
7 2010, you state in this letter -- what did you  
8 state?

9 A. "Mr. Clemons signed that document in my  
10 presence, and it was witnessed by me."

11 Q. And are you sure that that was  
12 Mr. Clemons that signed that letter?

13 A. Mr. Curry, I know Mr. Clemons.  
14 Mr. Clemons signed it. I witnessed it.

15 Q. Would you -- if someone other than  
16 Mr. Clemons had signed the letter, just for you and  
17 I exploring this, what would they -- what authority  
18 would they have had to have in order to sign for  
19 Mr. Clemons?

20 A. There is nobody else who had the  
21 authority to sign that other than Joe Clemons.

22 Q. Okay. So I'll ask the obvious  
23 question. What about Mr. Clemons' wife?

24 A. Mr. Curry, in this particular instance,  
25 only the named insured can sign that.

1 Q. If someone else signed who was not  
2 authorized to sign the policy, would that -- what  
3 would happen?

4 A. I don't know, Mr. Curry, because in my  
5 office, that would not happen. It becomes what I  
6 would call a moot point. It can't happen, and it  
7 didn't happen.

8 Q. But for the sake of just exploring --

9 A. No, sir, there is no exploration.

10 Q. I could not sign for Mr. Clemons.  
11 Would that be fair to say?

12 A. No, sir.

13 Q. You could not sign for Mr. Clemons?

14 A. And I did not.

15 Q. Correct?

16 A. And I did not.

17 Q. Your staff could not sign for  
18 Mr. Clemons?

19 A. And they did not.

20 Q. Mr. Clemons' wife could not sign for  
21 Mr. Clemons; correct?

22 A. This is not a document that  
23 Mr. Clemons' wife could have signed for him, and  
24 I'm pointing to Exhibit 1.

25 Q. Exhibit 1, okay. I'm just trying to

1 get clear, and you're helping me.

2 A. Well, I'm very definite about this,  
3 Mr. Curry. This is a tenet of my religion, if  
4 you'll pardon my saying so.

5 Q. No, I understand.

6 A. When my name is on there that I  
7 witnessed it, I saw it.

8 Q. And that's your agency, and that's your  
9 ethics --

10 A. And that's how it is.

11 Q. --and that's how it is; correct?

12 A. That is how it is.

13 Q. Okay.

14 A. Now, does anybody else have the  
15 authority to sign my name?

16 Q. I don't know.

17 A. Is that a question that you'd like to  
18 know the answer to?

19 Q. Sure, if you want to give me that.

20 A. Sure, because I want you to understand  
21 this is Mr. Clemons' signature. If I had not  
22 witnessed this myself, if, for instance, Christina  
23 O. Windham had witnessed this, she could sign Peggy  
24 H. Pinnell, by Christina O. Windham, LSA5.

25 Q. Correct, and that would be as your

1 A. Yes, sir.

2 Q. So it would be fair to say that the  
3 signature date on Joe Clemons was 7/6/0 is probably  
4 just a scrivener's error? Would that be fair to  
5 say?

6 A. Sure.

7 Q. And that really is not 2000, but  
8 probably 2010. Would that be fair to say?

9 A. Sure.

10 Q. Did you witness Mr. Clemons signing  
11 this document?

12 A. Mr. Curry, I know I'm not supposed to  
13 ask you questions. But did I say when my signature  
14 is on there as a witness, I witnessed it? My  
15 signature is on here. I witnessed it.

16 Q. And it's not to impune your integrity,  
17 because I'm certainly not trying to do that. I am  
18 trying to ascertain what you can recall and  
19 recollect based on what I have in front of me.

20 A. I understand.

21 Q. And so this is your signature?

22 A. It is.

23 Q. Not a proxy?

24 A. Not a proxy.

25 Q. Not someone who has authorization to

1 sign?

2 A. No, sir.

3 Q. And that would mean that you certify  
4 that the illustration has been provided to the  
5 applicant and that you explained it to him and that  
6 you watched him sign it; correct?

7 A. Correct.

8 Q. Could it have been -- and you said this  
9 before -- maybe someone else signed it?

10 A. No, sir.

11 Q. Like in State Farm's policy, if I was  
12 Mr. Clemons' Power of Attorney or Attorney in Fact,  
13 Durable Power of Attorney, could I have signed this  
14 document on behalf of Mr. Clemons?

15 A. Did you bring it with you? Did you let  
16 me send it to the life company and get their  
17 approval for that?

18 Q. So you're saying that there is a  
19 procedure, even if I hold myself out to be the  
20 Durable Power of Attorney or the Attorney in Fact  
21 for Mr. Clemons, I'd have to provide you written  
22 documents?

23 A. Absolutely.

24 Q. And then you would have to then provide  
25 that to the company?

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1 c/o Charles R. Norris Nelson, Mullins  
 2 cnorris@nelsonmullins.com  
 3 January 15, 2020  
 4 RE: Clemons, Joe v. Peggy H. Pinnell Agency, Inc., et al.  
 5 1/8/2020, Peggy H. Pinnell (#3839508)  
 6 The above-referenced transcript is available for  
 7 review.  
 8 Within the applicable timeframe, the witness should  
 9 read the testimony to verify its accuracy. If there are  
 10 any changes, the witness should note those with the  
 11 reason, on the attached Errata Sheet.  
 12 The witness should sign the Acknowledgment of  
 13 Deponent and Errata and return to the deposing attorney.  
 14 Copies should be sent to all counsel, and to Veritext at  
 15 kkaridza@veritext.com, dmorabalboa@veritext.com  
 16  
 17 Return completed errata within 30 days from  
 18 receipt of testimony.  
 19 If the witness fails to do so within the time  
 20 allotted, the transcript may be used as if signed.  
 21  
 22 Yours,  
 23 Veritext Legal Solutions  
 24  
 25

Page 64

1 Clemons, Joe v. Peggy H. Pinnell Agency, Inc., et al.  
 2 Peggy H. Pinnell (#3839508)  
 3 ACKNOWLEDGEMENT OF DEPONENT  
 4 I, Peggy H. Pinnell, do hereby declare that I  
 5 have read the foregoing transcript, I have made any  
 6 corrections, additions, or changes I deemed necessary as  
 7 noted above to be appended hereto, and that the same is  
 8 a true, correct and complete transcript of the testimony  
 9 given by me.  
 10  
 11 Peggy H. Pinnell 1-21-20  
 12 Peggy H. Pinnell Date  
 13 \*If notary is required  
 14 SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 15 21<sup>st</sup> DAY OF January, 2020  
 16  
 17 Christa O. Wyckman  
 18 NOTARY PUBLIC  
 19  
 20  
 21  
 22  
 23  
 24  
 25

Page 63

1 Clemons, Joe v. Peggy H. Pinnell Agency, Inc., et al.  
 2 Peggy H. Pinnell (#3839508)  
 3 ERRATA SHEET  
 4 PAGE \_\_\_ LINE \_\_\_ CHANGE \_\_\_  
 5  
 6 REASON \_\_\_  
 7 PAGE \_\_\_ LINE \_\_\_ CHANGE \_\_\_  
 8  
 9 REASON \_\_\_  
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 21 REASON \_\_\_  
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 24 Peggy H. Pinnell Date  
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## Testimony of Shelia Clemons

1 Q. Let me show what's Defendant's Exhibit  
2 3 to your husband's deposition today. Is that your  
3 husband signing his name, or is that your signing  
4 his name?

5 A. That's me.

6 Q. Okay. And did you date it July 6,  
7 2010?

8 A. If that's there, that's what I did.

9 Q. Okay. All right. And it says --  
10 again, it has Ms. Pinnell's signature, July 6,  
11 2010. Did Ms. Pinnell witness your signature?

12 A. Her signature is there.

13 Q. Was Ms. Pinnell physically present when  
14 you signed your husband's name on Defendant's  
15 Exhibit 3 of your husband's deposition today?

16 A. Let me -- okay.

17 Q. She either was or she wasn't.

18 A. It could be one of the agents, because  
19 apparently, these two here, that is a copy<sup>Exhibit 2</sup> and  
20 that's an original. <sup>Exhibit 3</sup> My wife just point out that  
what she signed was the original and the other

21 Q. All right. Do you have any explanation  
22 for why the signature of your husband's name is a  
23 copy, and yet Peggy Pinnell is in blue ink?

24 A. Apparently they look back at it, and  
25 said, oh, she didn't sign it yet, and she went back

is a copy,  
Exhibit 2

## Charge

There was no jury charge because the judge granted the Defendant a directed verdict.

## Request to Charge

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

## Appellant's Exhibits

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	)	NINTH JUDICIAL CIRCUIT
 	)	
JOE CLEMONS,	)	Civil Action No. 2019-CP-08-00424
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	<b>DEFENDANTS'</b>
PEGGY H. PINNELL AGENCY, INC.,	)	<b>OMNIBUS MOTION IN LIMINE</b>
PEGGY H. PINNELL INSURANCE	)	
AGENCY, INC., STATE FARM LIFE	)	
INSURANCE COMPANY,	)	
	)	
Defendants.	)	
	)	

---

Defendants move for an order *in limine* to preclude evidence and arguments concerning the following subject matters.

**1. Plaintiff’s conversation with “Randy” and other discussions not relevant to *who* signed the July 6, 2010 Amendment of Application.**

The factual foundation for this lawsuit, alleged in Paragraphs 12, 16, 18, 25, 35, 41(d), 45, 53 and 76(d) of the Plaintiff’s Complaint, is that State Farm Agent Peggy Pinnell forged the Plaintiff’s signature to the Amendment of Application, attached as **Ex. A**, which is a document dated July 6, 2010 accepting an amendment of Plaintiff’s May 21, 2010 application with State Farm Life Insurance Company—which had been for issuance of a life insurance policy *with* waiver of premium for disability—to issuance *without* waiver of premium. Thus, the central, if not only, issue for trial is the “Signature of Applicant or Owner” that appears on the July 6, 2010 Amendment of Application, and *who* signed it.<sup>1</sup>

---

<sup>1</sup> The Plaintiff moved to amend his Complaint but that motion was denied. As set forth in this motion the Defendants will object to trying unpled issues.

Despite the narrow issue for trial, Plaintiff may attempt to introduce into evidence or reference a number of conversations he allegedly had with individuals about things other than who signed the July 6, 2010 Amendment of Application. By way of example, Plaintiff may attempt to testify that in 2017 he spoke with an individual named “Randy,” last name “unknown,” and was told by Randy that his life insurance policy had a waiver of premium for disability. (See Pl.’s Dep. Tr., attached as **Ex. B**; Pl.’s Supp. Interrog. Answers, attached as **Ex. C**.) Evidence of statements made in these conversations should be excluded on two grounds (1) relevance, and (2) hearsay. With respect to relevance, these statements, if accepted as true by the finder of fact, have no tendency to make the existence of forgery more or less probable than it would be without the evidence. Furthermore, statements by unidentifiable individuals as evidence of the truth of the matter asserted is hearsay, even if Plaintiff claims they were made by representatives of State Farm.

SCRE 801(d)(2) excludes from hearsay a statement offered against a party that is (A) the party’s own statement in either an individual or a representative capacity, or (B) a statement of which the party has manifested an adoption or belief in its truth, or (C) a statement by a person authorized by the party to make a statement concerning the subject, or (D) a statement by the party’s agent or servant concerning a matter within the scope of the agency or employment, made during the existence of the relationship. As an initial matter, given State Farm’s position is that Plaintiff does not have waiver of premium for disability, scenarios (A) and (B) cannot apply. In any event, Plaintiff has the burden of establishing a foundation which would establish (A), (B), (C), or (D), which he cannot do, for example, if he does not know Randy’s identity or Randy’s scope of employment, if any, with State Farm. See, e.g., *Rhodes v. Wells Fargo Bank, N.A.*, No. 3:10-CV-02347-L, 2013 WL 2090307, at \*6 (N.D. Tex. May 14, 2013) (holding the plaintiffs unsubstantiated contention that the statements at issue by unidentified persons or persons referred

to only by first name were statements made by the defendants' agents or employees was not evidence and did not satisfy the plaintiffs' burden with regard to Rule 801(d)(2)).<sup>2</sup> The identity of the declarant is critical for admission of a statement under Rule 801(d)(2)(A)-(D). Without it, the Plaintiff cannot establish, and the Court cannot determine if the statement was made by an agent or employee, concerning the scope of the agency or employment, made during the agency or employment.

## **2. The accuracy of transcripts.**

As this Court is aware, Plaintiff routinely claims certified transcripts of hearings and depositions taken by professional court reporters who are officers authorized to administer oaths by the laws of the State of South Carolina are inaccurate and do not reflect the actual testimony of the deponent or statements being transcribed. These claims are baseless and unsubstantiated, and Plaintiff (and any other witness) should be precluded from making them to the finder of fact. Pursuant to Rule 32(a) of the South Carolina Rules of Civil Procedure, Defendants may use the depositions of Plaintiff for any purpose and may use the deposition of Plaintiff's wife to contradict or impeach her testimony at trial. Importantly, any claim of inaccuracies in the transcription of Plaintiff's depositions as well as his wife's deposition have been waived. *See* S.C. R. Civ. P. 30(e) (allowing a deponent to waive examining, reading, and signing his deposition or otherwise requiring he do so within a certain time period and allowing an unsigned deposition to thereafter be used as fully as though signed by the deponent); *see also*, S.C. R. Civ. P. 32(d)(4) ("Errors and irregularities in the manner in which the testimony is transcribed . . . are waived unless a motion to suppress the deposition or some part thereof is made with reasonable promptness after such

---

<sup>2</sup> SCRE 801(d)(2) mirrors Rule 801(d)(2) of the Federal Rules of Evidence and, as our Supreme Court has noted, "we routinely look to the federal interpretation of the Rules of Evidence to guide us in our interpretation of our own Rules of Evidence." *State v. Broadnax*, 779 S.E.2d 789, 793 (S.C. 2015).

defect is, or with due diligence might have been ascertained.”). Neither Plaintiff nor his wife should be given an end run around the Rules of Civil Procedure by untimely claiming inaccuracies in their respective deposition transcripts.

### **3. Complaints to the Office of Disciplinary Counsel.**

The Plaintiff has filed a complaint with the Office of Disciplinary Counsel against Defendants’ counsel, who Plaintiff falsely claims has, *inter alia*, caused Plaintiff’s attorneys to quit, falsified paperwork, altered the rulings of this Court, and caused others including Judge Young’s law clerk and court reports to “alter facts and transcripts.” Plaintiff should be barred from introducing evidence or otherwise referring to any complaints with the Office of Disciplinary Counsel and his allegations concerning defense counsel, court reporters, and law clerks, none of whom are witnesses in this litigation. While Plaintiff’s unsubstantiated and defamatory claims of conduct during litigation are wholly irrelevant to the facts of consequence in this action, they are also undoubtedly highly prejudicial. Accordingly, even if they were relevant (which they are not), the statements would otherwise be properly excluded under Rule 403 because any such relevance would be substantially outweighed by the danger of unfair prejudice, confusion of the issues, and misleading the jury.

### **4. Deleted, destroyed, or altered phone records.**

Plaintiff has argued to the Court that Home Telephone Company was in a conspiracy with State Farm and as part of that conspiracy deleted, destroyed, or altered some of his phone records. Home Telephone Company is not a party to the action, and there is no conspiracy claim at issue. Again, the issue for trial is the “Signature of Applicant or Owner” that appears on the July 6, 2010 Amendment of Application, and *who* signed it. Accordingly, the Court should preclude testimony or argument of deleted, destroyed, or altered phone records on the grounds of relevance.

**5. Plaintiff's other life insurance policy with State Farm.**

In 2016 the Plaintiff applied for another life insurance policy with State Farm – LF- 3597-7997. That policy was mistakenly issued by State Farm with a waiver of premium for disability and State Farm has accorded the Plaintiff the benefit of that provision. That policy is not, however, the policy at issue in the Complaint which is policy number LF-2805-9088. State Farm's issuance of another policy with waiver of premium for disability is irrelevant because it has no connection to the allegation the Defendants forged the Plaintiff's signature on a form on July 6, 2010. Further, evidence of a completely different policy will under SCRE 403 unfairly prejudice the Defendants, confuse the issue of alleged forgery and mislead the jury.

**6. Comments about the Defendants' attorneys or the Defendants' law firm.**

Any comments about the attorneys representing the Defendants or the law firm representing the Defendants is improper. See, Howard v. State Farm Mutual Automobile Insurance Company, 450 S.E.2d 582, 585 (S.C. 1994)

**CONCLUSION**

The fulcrum of the Plaintiff's Complaint is an allegation the Defendant Pinnell or State Farm forged the Plaintiff's signature on a document acknowledging policy LF – 2805-9088 would be issued without a waiver of premium for disability. (See Exhibit A) Any attempt to introduce evidence unrelated to that issue should be forbidden.

*[signature page to follow]*

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: /s/ CHARLES R. NORRIS \_\_\_\_\_

Charles R. Norris  
SC Bar No. 004238  
E-Mail: charles.norris@nelsonmullins.com  
151 Meeting Street / Sixth Floor  
Post Office Box 1806 (29402-1806)  
Charleston, SC 29401-2239  
(843) 853-5200

*Attorneys for Defendants*

Charleston, South Carolina

August 19, 2021

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )  
JOE CLEMONS )  
 )  
 )

IN THE COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT  
Civil Action No. 2019-CP-08-00424

Plaintiff,

JOE CLEMONS

PLAINTIFF RESPONSE TO DEFENDANTS'

Vs. )  
 )  
 )

OMNIBUS MOTION IN LIMINE

PEGGY H. PINNEL, AGENCY, INC )  
PEGGY H. PINNEL INSURANCE )  
AGENCY, INC. STATE FARM LIFE )  
INSURANCE COMPANY, (jointly )  
and Severally liable), )

Defendant )

LEAH GUERRY DUPREE  
CLERK OF COURT  
BERKELEY COUNTY, SC

21 AUG 20 PM 1:29

<sup>VB</sup>  
FILED

I Joe Clemons, in response to Mr. Norris's above motion that all my complaints that I may bring up is omnibus or a lot of difference issues that have on limine or having no bearing or impact on the essential facts and purpose of this case. Mr. Norris is saying this because he is the CAUSER, of these issues, that need to be addressed, in his attempts to change the facts and cover up things that have been illegally done in this case. Mr. Norris is so BOLD, that he even mentions 6 of them, which that is just some of those things that took place in this case. Also Mr. Norris talk about the relevancy of these things that took place in this case, but he wants to bring back the deposition of Mr. Charles Walker, of A I G insurance co., as to testify against me and which have no relevance in this case, and which he has stated, that a deposition is hearsay. Your Honor, Mr. Norris is the one that is trying to block all the proof and evidence that I have, because he has nothing, and only trying to stop my offense, because he has no defense. Your Honor, because of these things Mr. Norris Motion should be denied. Your Honor, if Mr. Norris has nothing to hide, and all those people that he has stated the transcripts, of hearings and

Joe Clemons  
PLAINTIFF(S)

Peggy H. Pinnell Agency, Inc. et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

Plaintiff Joe Clemons filed a Motion in Opposition to Defendant's Motion for Directed Verdict on September 1, 2021. Upon careful consideration, this Court hereby DENIES Plaintiff's Motion.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/22/2021 .

Joe Clemons for Joe Clemons  
Doyet A. Early, III  
Joe Clemons for Joe Clemons

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**



Berkeley Common Pleas

**Case Caption:** Joe Clemons VS Peggy H. Pinnell Agency, Inc. , defendant, et al  
**Case Number:** 2019CP0800424  
**Type:** Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2021-09-22 12:09:32 page 3 of 3

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2019CP0800424

Official File Stamp: 09-22-2021 03:03:43 PM

Court: CIRCUIT COURT  
Common Pleas  
Berkeley

Case Caption: Joe Clemons VS Peggy H. Pinnell Agency, Inc. ,  
defendant, et al

Document(s) Submitted: Order/Electronic Form 4 (DENIES Plt. Motion)  
Order/Electronic Form 4 (DENIES Plt. Motion)

Filed by or on behalf of: Jennifer B. Mccoy

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Charles R. Norris for Peggy H. Pinnell Agency,  
Inc. et al

Henry Ronald Stanley

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Joe Clemons for Joe Clemons

Doyet A. Early, III

Joe Clemons for Joe Clemons

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

JOE CLEMONS )

Plaintiff, )

vs. )

PEGGY H. PINNELL AGENCY, INC., )

PEGGY H. PINNELL INSURANCE )

AGENCY, INC., STATE FARM LIFE )

INSURANCE COMPANY, (jointly and )

Severally liable), )

Defendant. )

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Civil Action No. 2019-CP-00424

**MOTION FOR RELIEF FROM**

**JUDGMENT PURSUANT TO**

**RULE 60(b), SCRPC**

CLERK OF COURT  
BERKELEY COUNTY, SC  
21 FEB 16 PM 3:21

*[Handwritten Signature]*  
**FILED**

**I. Motion for Relief from Judgment Pursuant to Rule 60(b), SCRPC.**

Pursuant to Rule 60(b) (1) and (3), SCRPC, Plaintiff Joe Clemons moves the Court to review its Order of the Motion to Amend the Plaintiff's Complaint and to Amend the Scheduling Order, dated January 11, 2021. During the hearing, the Court granted the motions; however, the Order states that only one motion was granted and the other is denied. I would request that Opposing Counsel, Mr. Norris and I, review the Audio Recording and Transcript together; the Transcript and the Order do not match the January 11 ruling.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	)	NINTH JUDICIAL CIRCUIT
JOE CLEMONS,	)	Civil Action No. 2019-CP-08-00424
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
PEGGY H. PINNELL AGENCY, INC.,	)	<b>DEFENDANTS'</b>
PEGGY H. PINNELL INSURANCE	)	<b>MOTION FOR BIFURCATION</b>
AGENCY, INC., STATE FARM LIFE	)	
INSURANCE COMPANY,	)	
	)	
Defendants.	)	
	)	

Pursuant to S.C. Code § 15-32-520, Defendants move the Court for an Order bifurcating trial into two stages—the first on the issue of liability for compensatory damages, the second on the issue of liability for punitive damages.

S.C. Code § 15-32-520 makes the bifurcation of punitive damages mandatory for claims accruing after January 1, 2012:

- (A) All actions tried before a jury involving punitive damages, if requested by any defendant against whom punitive damages are sought, *must be conducted in a bifurcated manner* before the same jury.
- (B) In the first stage of a bifurcated trial, the jury shall determine liability for compensatory damages and the amount of compensatory or nominal damages. Evidence relevant only to the issues of punitive damages is *not admissible* at this stage.
- (C) Punitive damages may be considered if compensatory or nominal damages have been awarded in the first stage of the trial.
- (D) Punitive damages may be awarded *only* if the plaintiff proves by clear and convincing evidence that his harm was

the result of the defendant's willful, wanton, or reckless conduct.

S.C. Code Ann. § 15-32-520(A) – (D) (emphasis added).

Given Plaintiff's claim for punitive damages, Defendants respectfully request bifurcation of trial.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: /s/ CHARLES R. NORRIS

Charles R. Norris  
SC Bar No. 004238  
E-Mail: charles.norris@nelsonmullins.com  
151 Meeting Street / Sixth Floor  
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*Attorneys for Defendants*

Charleston, South Carolina

August 10, 2021

ELECTRONICALLY FILED - 2021 Aug 10 11:34 AM - BERKELEY - COMMON PLEAS - CASE#2019CP0800424

COPY

DEFENDANT'S EXHIBIT  
2 10-2-19  
Clemens

REVISED LIFE INSURANCE ILLUSTRATION

Plan: 15 Pay Life Date: JUNE 3, 2010  
Insured: JOE CLEMENS Policy Date: JUNE 7, 2010  
Male, Age 30 Policy Number: 2361-9031  
Dividend Option: Accumulated Dividends  
Premium Mode: Special Monthly

Year	Age	Guaranteed Values			Non-Guaranteed			Illustrated Values		
		Annualized Contract Premium	Guaranteed Cash Value	Guaranteed Death Benefit	Annualized Premium Outlay	Cash Surrender Value	Total Death Benefit	Annualized Premium Outlay	Cash Surrender Value	Total Death Benefit
5	35	16,164	30,002	350,000	16,764	14,714	354,712	16,164	39,392	359,381
10	40	16,164	78,473	350,000	16,164	74,204	364,727	16,164	110,200	320,722
15	45	16,164	132,022	350,000	16,164	115,311	377,739	16,164	196,530	308,407
20	50	0	155,930	350,000	0	174,016	284,021	0	241,009	325,037
35	65	0	106,370	250,000	0	215,927	267,437	0	473,327	317,267
50	80	0	231,422	130,000	0	415,353	165,071	0	643,421	943,654

I have received a copy of this illustration and understand that any non-guaranteed amounts illustrated are subject to change and could be either higher or lower. The agent has told me they are not guaranteed.

Joe Clemens  
Applicant

7/6/10  
Date

I certify that this illustration has been presented to the applicant and that I have explained that any non-guaranteed amounts illustrated are subject to change. I have made no statements that are inconsistent with the illustration.

[Signature]  
Agent

7-6-10  
Date

DEFENDANT'S EXHIBIT  
5 8/2/11  
Clemens

COPY

State Farm Insurance Companies



STATE FARM LIFE INSURANCE COMPANY

AMENDMENT OF APPLICATION

DEFENDANT'S EXHIBIT  
6 10-2-19  
Clemens

I, Joe Clemens, amend my application dated May 21, 2010, as follows:

Issue without Waiver of Premium Benefit rider.

I agree that this amendment will control over any conflicting language contained in the application. The consideration for this amendment is the issuance of the policy with the above agreed upon changes.

Dated on 7/6/10 at Moncks Corner SC

*[Signature]*

Signature of Agent as Witness

*[Signature]*

Signature of Applicant or Owner

IC009 231-1634.3

Policy No. 28059088

AFWJ

DEFENDANT'S EXHIBIT  
4 8/3/19  
Clemens

REVISED LIFE INSURANCE ILLUSTRATION

Plan: 1) Pay Life  
 Insured: JOE CLEMENS  
 Male Age 10

Date: JUNE 8, 2010

Policy Date: JUNE 7, 2010  
 Policy Number: 2805-9055

Dividend Option: Accumulated Dividends

Premium Mode: Special Monthly

End of Year	Age	Guaranteed Values			Non-Guaranteed		Illustrated Values			
		Annualized Contract Premium	Guaranteed Cash Value	Guaranteed Death Benefit	Annualized Premium Outlay	Cash Surrender Value	Total Death Benefit	Annualized Premium Outlay	Cash Surrender Value	Total Death Benefit
5	55	10.164	20.002	250.000	10.164	14.714	254.712	10.164	29.593	259.391
10	60	10.164	79.477	250.000	10.164	94.204	264.727	10.164	110.200	280.727
15	65	10.164	132.072	250.000	10.164	155.311	277.239	10.164	196.530	308.457
20	70	0	155.980	250.000	0	174.016	288.036	0	241.049	335.069
35	85	0	206.270	250.000	0	319.937	337.637	0	473.527	512.267
50	100	0	231.472	250.000	0	418.553	505.081	0	943.426	941.954

I have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The agent has told me they are not guaranteed.

Joe Clemens  
 Applicant

7/6/10  
 Date

I certify that this illustration has been presented to the applicant and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration.

Peggy Pinnellins  
 Agent

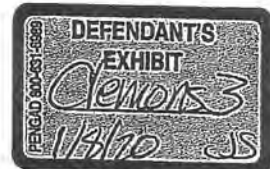
7-6-10  
 Date

WI,002 (07/1007)

State Farm Life Insurance Company

Home Office: Bloomington, IL

PAGE 3 OF 6 (AFW)



State Farm Insurance Companies



STATE FARM LIFE INSURANCE COMPANY

AMENDMENT OF APPLICATION



I, Joe Clemons, amend my application dated May 21, 2010, as follows:

Issue without Waiver of Premium Benefit rider.

I agree that this amendment will control over any conflicting language contained in the application. The consideration for this amendment is the issuance of the policy with the above agreed upon changes.

Dated on 7/6/10 at Moncks Corner SC

Signature of Agent as Witness

Signature of Applicant or Owner

IC009 231-1634.3

Policy No. 28056088

AFWJ

**Part (D) - Term Conversion Form**

To:  State Farm Life Insurance Company

State Farm Life and Accident Assurance Company

Re: Policy Number(s) 2573-9762

Name of Insured Joe Clemons

CONVERT 250,000 Select Term

to 250,000-- 15 Pay Life

(Plan and Amount)

(Plan and Amount)

If partial conversion, how should remaining coverage be handled?

Converted coverage cannot be reinstated. (Value Earning Policies)

Note: The new policy will be issued with any rating or exclusions that were present on the original policy prior to the conversion.

Universal Life Only

Option 1  Option 2 Planned Premium \$ \_\_\_\_\_

Riders to be transferred: (if eligible)

Children's Term Rider (CTR) \$ \_\_\_\_\_

5 Year Term Rider \$ \_\_\_\_\_

Guaranteed Insurability Option (GIO) \$ \_\_\_\_\_

Additional Insured's 5 Year Term Rider \$ \_\_\_\_\_

WPD / WMD (If transferred complete section below)

Additional Insured's Level Term Rider (UL) \$ \_\_\_\_\_

WPD/WMD:

Is WPD or WMD desired?  Yes  No

APL/CAL: (not applicable to Universal Life)

Is the Principal Insured currently disabled?  Yes  No

APL Provision elected, if applicable?  Yes  No

Tobacco Use:

CAL Provision elected (Assurance Co only)  Yes  No

In the past 12 months, have you used tobacco, or any other nicotine products? PI  Yes  No AI  Yes  No

If yes, please specify: \_\_\_\_\_

**ADDITIONAL INSURED AND CHILDREN'S TERM RIDER CONVERSIONS**

Is this a conversion of an Additional Insured's Rider?  Yes  No Converted coverage cannot be reinstated. (Value Earning Policies)

Who will own the new policy? \_\_\_\_\_

Is this a conversion of Children's Term Rider?  Yes  No

Who will own the new policy? \_\_\_\_\_

Will CTR remain in force after the conversion?  Yes  No (If removing CTR coverage, complete Part C.)

Basic Information: (Complete this information for CTR Conversions only)

Name of Insured \_\_\_\_\_ Sex  M  F Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

(Address)

(City)

(State)

(ZIP Code)

DIVIDEND OPTION (not applicable for Universal Life)  Accumulate  Paid in Cash  Paid-up Additions  Reduce Premium

MODE OF PREMIUM PAYMENT  Annually  Semi-Annually  Quarterly  Special Monthly PAC

SFPP Account Number 1134 7094 27

ADDITIONAL ITEMS NEEDED (Additional forms must be signed by the owner of the NEW policy)

- W-9 Form
- Bank Disclosure Form (if applicable)
- Change of Beneficiary request (required for Additional Insured and CTR conversions)
- State Replacement Form (if applicable)
- Illustration (if applicable)

Signatures Needed: The Original Policyowner's signature is required. If the new policy will be owned by someone other than the Original Policyowner, the New Policyowner should sign all other required forms. (For Ownership Changes, complete change ownership section on Part C.)

- Principal Insured's signature is required when WPD/WMD is applied for (not including a transfer from the old policy) OR when a change of tobacco rating is requested.
- Additional Insured's signature only required when AI's coverage is being transferred or converted AND a change of tobacco rating is requested.
- Children's Term Rider Purchase Option at age 18 - The request should be signed by the original policyowner.
- Children's Term Rider Conversion at age 25 - The request should be signed by the insured child.

Signature of Original Policyowner \_\_\_\_\_ Date \_\_\_\_\_

Signature of Principal Insured Joe Clemons Date 5-21-10

Signature of Additional Insured \_\_\_\_\_ Date \_\_\_\_\_

Signature of Agent as Witness (Not Required) Dennis H. [Signature] Date 5-21-10

Agent's Code Stamp

3842

40.1913

1007422

Page 5 of 10

104844.17 04-29-2010

**COPY**

ELECTRONICALLY FILED - 2020 Jan 28 10:11 AM - BERKELEY - COMMON PLEAS - CASE#2019CP0800424

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

)  
)  
) IN THE COURT OF COMMON PLEAS  
) NINTH JUDICIAL CIRCUIT

JCE CLEMONS,

) Civil Action No. 2019-CP-08-00424

)  
)  
) Plaintiff,

)  
)  
) vs.

)  
) PEGGY H. PINNELL AGENCY, INC.,  
) PEGGY H. PINNELL INSURANCE  
) AGENCY, INC., STATE FARM LIFE  
) INSURANCE COMPANY, (jointly and  
) severally liable),

) **MOTION FOR SUMMARY JUDGMENT**

)  
)  
) Defendant.

Pursuant to SCRPC 56 the Defendants move for summary judgment on the following grounds:

1. The factual predicate for the Plaintiff's case, as alleged in Paragraphs 12, 16, 18, 25, 35, 41(d), 45, 53 and 76(d) of the Plaintiff's Complaint, is that the Defendants forged the Plaintiff's signature to a document which accepted an amendment to the Plaintiff's application for insurance such that a policy issued by State Farm Life to the Plaintiff would not have a provision for waiver of the premium based upon disability. (Plaintiff's deposition, Exhibit 6, a copy of which is attached.) Contrary to these allegations, it has now been revealed in discovery that the Plaintiff's wife, Shelia Clemons, signed the document in question. Therefore, unless the Plaintiff disavows the testimony under oath of his wife, the factual predicate for this lawsuit - the Defendant's forging of the Plaintiff's signature - no longer exists and the Defendants are entitled to summary judgment on all causes of action.



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2. If the Plaintiff does disavow the testimony under oath of his wife that she signed his name to a document acknowledging that the policy would be issued without a rider for waiver of the premium based upon disability, or, alternatively, if the Plaintiff claims his wife signed this document but did not have his authority to sign his name, it necessarily follows that State Farm's counter-offer to the Plaintiff's application was rejected, there was no meeting of the minds and no contract was formed. (For a contract to exist there must be a meeting of the minds consisting of an offer and an acceptance. Wheeler v. Estate of Green, 673 S.E. 2<sup>nd</sup> 836 (S. C. App. 2009) For there to be a valid and enforceable contract there must be a meeting of the minds between the parties with regard to all essential and material terms of the agreement. Patricia Grand Hotel v. MacGuire Enterprises, 643 S. E. 2<sup>nd</sup> 692 (S. C. App. 2007) The introduction of a new term into acceptance of an offer is a counter-proposal and a qualified acceptance does not constitute a contract. Sossaman v. Littlejohn, 129 S. E. 2<sup>nd</sup> 124, 127 (S. C. App. 1963) In such case, the contract must be voided *ab initio* and the Defendants relieved of any responsibility to pay death benefits under the policy. In other words, the contract either existed without a rider for waiver of premium based upon disability, in which case State Farm has not breached the contract, or there was no meeting of the minds in which case no contract existed.

3. The Defendants are entitled to summary judgment for the second cause of action alleging breach of fiduciary duty because:

a. As a matter of law there was no fiduciary relationship created by the dealings between the Plaintiff and the Defendants.

b. The Plaintiff was notified that his application for life insurance with a waiver of premium based upon disability was denied because on July 6, 2010 a document was faxed to the Defendant Pinnell from the Plaintiff's fax number which

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contained the Plaintiff's signature. (See, Plaintiff's supplemental deposition of January 8, 2020, Exhibit 3, a copy of which is attached.)

c. The factual predicate for the cause of action alleging breach of fiduciary duty-fraudulently forging the Plaintiff's signature without his consent (Complaint paragraph 35) – no longer exists as the Plaintiff's wife has under oath acknowledged signing the Plaintiff's name to State Farm's counter-offer to issue the policy applied for, but without a waiver of premium for disability.

4. The Defendants are entitled to summary judgment on the third cause of action alleging negligence because the Plaintiff did have possession of a document with his signature accepting State Farm's counter-offer of a policy without waiver of premium based upon disability as that document was faxed from the Plaintiff's fax number to State Farm and the factual predicate for the negligence cause of action – the Defendants' intentional and fraudulent forging of the Plaintiff's signature (Complaint paragraph 41 (d)) – no longer exists as the Plaintiff's wife has admitted under oath that she signed his signature to that document and the Plaintiff has admitted his wife had the authority to sign his name.

5. The Defendants are entitled to summary judgment on the fourth cause of action alleging negligent misrepresentation as the factual predicate for the fourth cause of action – the forging of the Plaintiff's signature by the Defendants (Complaint paragraph 45) – no longer exists as the Plaintiff's wife has admitted under oath that she signed the Plaintiff's name to a document accepting State Farm's counter-offer of a policy issued without waiver of premium for disability and it is undisputed the Plaintiff had possession of that document as that document was faxed from the Plaintiff's home to State Farm on July 6, 2010.

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6. The Defendants are entitled to summary judgment on the fourth cause of action alleging negligent misrepresentation because the Plaintiff cannot prove the elements of that tort in light of the Plaintiff's wife's acknowledgement under oath that she signed his signature to an acceptance of State Farm's counter-offer of a policy without waiver of premium for disability and a document containing the Plaintiff's signature on that document was faxed from the Plaintiff's house to State Farm on the same date as the date on the document – July 6, 2010.

7. The Defendants are entitled to summary judgment on the fifth cause of action alleging fraud because the factual predicate for the alleged fraud – fraudulently signing the Plaintiff's name (Complaint paragraph 53) - no longer exists as the Plaintiff's wife has admitted that she, not the Defendants, signed the Plaintiff's name to the document in question and it is undisputed that that document with the Plaintiff's signature was faxed from the Plaintiff's fax number to State Farm and the Plaintiff therefore cannot prove the nine elements of fraud.

8. The Defendants are entitled to summary judgment on the sixth cause of action alleging constructive fraud. The Plaintiff cannot prove the Defendants did not disclose to or withheld from the Plaintiff the fact that the policy lacked a waiver of premium for disability (Complaint paragraph 65) because the Plaintiff's wife has testified under oath that she signed the Plaintiff's name to a document accepting the policy without a waiver of premium for disability and the document contained the Plaintiff's signature accepting State Farm's counter-offer was faxed from the Plaintiff's house to State Farm on July 6, 2010.

9. The Defendants are entitled to summary judgment on the seventh cause of action alleging civil conspiracy, both because the Plaintiff's Complaint fails to allege any special damages and because civil conspiracy is not possible when the co-conspirators are employer or employee or principal and agent. McClain v. Pactiv Corporation, 602 S. E. 2<sup>nd</sup> 87 (S. C. App.

**COPY**

2004); Cricket Cove v. Gilland, 701 S. E. 2<sup>nd</sup> 39 (S. C. App. 2010); Broyhill v. Resolution Management, 736 S. E. 2<sup>nd</sup> 867 (S. C. App. 2012)

10. The Defendants are entitled to summary judgment on the eighth cause of action alleging violation of the South Carolina Unfair Trade Practices Act (SCUTA) because:

- a. Acts pertaining to insurance are exempt from the act;
- b. The Plaintiff has no proof that alleged actions of the Defendant affect the public interest;
- c. The Plaintiff has no proof of unfair or deceptive acts and, specifically, the Plaintiff cannot prove the Defendants fraudulently forged the Plaintiff's signature (Complaint paragraph 76(d)).

11. The Defendants are entitled to summary judgment on the ninth cause of action alleging punitive damages as the Plaintiff has no clear and convincing evidence of any reckless, willful or wanton conduct of the Defendants.

12. The Defendants are entitled to summary judgment on the tenth cause of action claiming attorney's fees as the Plaintiff cannot establish entitlement to attorney's fees under Section 38-59-40 of the South Carolina Code; namely, that the Defendants failed to pay a covered claim without reasonable cause or in bad faith.

This motion is based upon the depositions taken in this case and the exhibits to those depositions, written discovery exchanged between the parties, SCRCP 56 and applicable cases and statutes.

[SIGNATURE PAGE TO FOLLOW]

**COPY**

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/CHARLES R. NORRIS

Charles R. Norris

SC Bar No. 004238

E-Mail: charles.norris@nelsonmullins.com

151 Meeting Street / Sixth Floor

Post Office Box 1806 (29402-1806)

Charleston, SC 29401-2239

(843) 853-5200

*Attorneys for Defendants*

Charleston, South Carolina  
January 28, 2020

ELECTRONICALLY FILED - 2020 Jan 28 10:11 AM - BERKELEY - COMMON PLEAS - CASE#2019CP0800424

CSR  
Scarborough LLP

Formerly, He was with Nelson Mullins Riley &

Offici

al Circuit Reporter III, At-Large

Hello, Mrs Sharon

I Joe Clemons, is challenging the transcript of 8-23 & 24 -2021, before Judge Jennifer McCoy, because their is a whole lot of altering, additions and omitting that this transcript has and is not accurate. I will just list some of the things that have been added and altered, page 61 line 1-25, page 62 line 1-25, page 63 line 1-25, page 64 line 1-25, page 65 line 1-25, page 66 line 1-25, page 67 line 1-25, page 68 line 1-25, page 69 line 1-25, page 70 line 1-25, page 71 line 1-25, page 72 line 1-25, page 73 line 1-25, page 74 line 1-25, page 75 line 1-25, page 76 line 1-25, page 77 line 1-25, page 78 line 1-25, page 79 line 1-25, page 80 line 1-25, page 81 line 1-25, page 82 line 1-25, page 83 line 1-25, page 85 line 8-25, page 86 line 1-25, page 87 line 1-25, page 88 line 1-25, page 89 line 1-25, page 90 line 1-25, page 91 line 1-25, page 92 line 1-25. their is still more that is missing and other things I will not take the time to point out, just please compare the AUDIO RECORDING TO THIS TRANSCRIPT.

On Wed, Dec 8, 2021 at 1:04 PM Holmes, Tammie <[tholmes@sccourts.org](mailto:tholmes@sccourts.org)> wrote:

Good afternoon Mr. Clemons.

Please see the below procedures if you would like to challenge a transcript.

#### A. Challenge Procedures

When a party has concerns about the accuracy of a transcript, the party must submit his or her challenge in writing to the court reporter and copy the Court Reporting Section Management at [transcripts@sccourts.org](mailto:transcripts@sccourts.org) with the word CHALLENGE in the subject line. The challenge may also be submitted by postal mail to: SC Court Administration, Transcript Challenge, [1220 Senate St. Suite 200, Columbia, SC 29201](#). The written challenge must include the following:

The Robinson  
Ms. Robinson

**LETTER TO THE APPELLATE COURT CLERK  
FILING AN ADDITION TO THE MOTION OF REQUEST  
DECEMBER 13, 2021**

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211

Commented [J1]:  
Commented [J2R1]:

(The Honorable Patricia A. Howard  
Clerk, Supreme Court of South Carolina  
Post Office Box 11330  
Columbia, South Carolina 29211)

RE: Charles R. Norris, Respondent V. Joe Clemons, Appellant  
Appellate Case No. 2021-001183

Dear Ms. Kitchings (Ms. Howard)

Enclosed for filing is an addition to the motion of request, that was filed on 11-19-2021. I'm asking the court of appeal to please consider the additional information that is in this letter, because the transcript of 8-23&24-2021, Jury Trial before Judge McCoy is not accurate and is blatantly, obviously and unbelievably been altered. I wrote a motion requesting that this Appellate Court would please consider listening to the audio recording of that trial, because of my fair that it would not be accurate, but now it is a Fact that it have been altered.

So, in my **Conclusion**, the court reporter (Sharon Hardoon) that have made and produced that bad transcript have lost her credibility and the credibility of that hole court reporters department is in question. I have been trying and fighting with this department since January of this year, about transcripts of depositions and hearings that were altered. Mrs. Tonnya K. Kohn, The Director, and State Court Administrator, it seen like she does not hold her department accountable for accuracy. Also Mr. John Nichols, Deputy for the Supreme Court Office of Disciplinary Counsel, for Judges and Lawyers seen to have the same problem of not holding his department accountable for accuracy. Well, until people are held accountable their can't be a lot of hope that they are credible, it seen like I'm making a lot of accusations against these people and their departments and to see were the problem lies, I'm requesting that this court of Appeal please listen to the audio recording of 8-23&24-2021.

Thank you, Ms Kitchings,

Look at the size of this paper it is shorter than the others

REVISED LIFE INSURANCE ILLUSTRATION

Plan: 10 Pay Life  
 Insured: JOE CLEMONS  
 Male, Age 30

This is the paper of 2010, from the contract.

Date: JUNE 8, 2010  
 Policy Date: JUNE 7, 2010  
 Policy Number: 2805-9055

Dividend Option: Accumulated Dividends

Premium Mode: Special Monthly

also see the blue pen, by Mrs. Peggy

End of Year	Age	Guaranteed Values			Intermediate Values			Illustrated Values		
		Annualized Contract Premium	Guaranteed Cash Value	Guaranteed Death Benefit	Annualized Premium Outlay	Cash Surrender Value	Total Death Benefit	Annualized Premium Outlay	Cash Surrender Value	Total Death Benefit
5	35	10,164	30,802	250,000	10,164	14,714	254,712	10,164	39,593	259,591
10	40	10,164	79,477	250,000	10,164	94,204	264,727	10,164	110,200	280,727
15	45	10,164	138,072	250,000	10,164	145,311	277,239	10,164	196,530	308,457
20	50	0	155,950	250,000	0	194,016	288,036	0	241,049	335,069
35	65	0	206,270	250,000	0	313,937	357,637	0	473,537	517,267
50	100	0	231,472	250,000	0	416,553	505,081	0	643,436	941,954

I have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The agent has told me they are not guaranteed.

Joe Clemens  
 Applicant

7/6/10  
 Date

I certify that this illustration has been presented to the applicant and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration.

Peggy Pinnellins  
 Agent

7-6-10  
 Date

# State Farm Insurance Companies



STATE FARM LIFE INSURANCE COMPANY

## AMENDMENT OF APPLICATION

I, Joe Clemons, amend my application dated May 21, 2010, as follows:

Issue without Waiver of Premium Benefit rider.

I agree that this amendment will control over any conflicting language contained in the application. The consideration for this amendment is the issuance of the policy with the above agreed upon changes.

Dated on \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature of Agent as Witness

\_\_\_\_\_  
Signature of Applicant or Owner

~~ICC09 231-1634.3~~

Policy No. 28059088

AFWJ

Page 136 of 154

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )  
JOE CLEMONS )  
 )  
 )

IN THE COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT  
Civil Action No. 2019-CP-08-00424

Plaintiff,

JOE CLEMONS

PLAINTIFF RESPONSE TO DEFENDANTS'

Vs. )  
 )  
 )

OMNIBUS MOTION IN LIMINE

PEGGY H. PINNEL, AGENCY, INC )  
PEGGY H. PINNEL INSURANCE )  
AGENCY, INC. STATE FARM LIFE )  
INSURANCE COMPANY, (jointly )  
and Severally liable), )

Defendant )

LEAH GUERRY DUPREE  
CLERK OF COURT  
BERKELEY COUNTY, SC

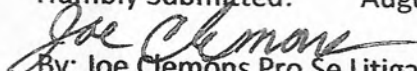
21 AUG 20 PM 1:29

FILED

I Joe Clemons, in response to Mr. Norris's above motion that all my complaints that I may bring up is omnibus or a lot of difference issues that have on limine or having no bearing or impact on the essential facts and purpose of this case. Mr. Norris is saying this because he is the CAUSER, of these issues, that need to be addressed, in his attempts to change the facts and cover up things that have been illegally done in this case. Mr. Norris is so BOLD, that he even mentions 6 of them, which that is just some of those things that took place in this case. Also Mr. Norris talk about the relevancy of these things that took place in this case, but he wants to bring back the deposition of Mr. Charles Walker, of A I G insurance co., as to testify against me and which have no relevance in this case, and which he has stated, that a deposition is hearsay. Your Honor, Mr. Norris is the one that is trying to block all the proof and evidence that I have, because he has nothing, and only trying to stop my offense, because he has no defense. Your Honor, because of these things Mr. Norris Motion should be denied. Your Honor, if Mr. Norris has nothing to hide, and all those people that he has stated the transcripts, of hearings and

depositions are accurate, and I'm so unpled why don't we just listen to the audios of those recording, which is my two smoking guns, I have a judicial right, I have put in motions and requested to have those things done but have not been allowed too.

Humbly Submitted: August 20, 2021

  
By: Joe Clemons Pro Se Litigant/Apologist

E-mail: [clemonswelding1@gmail.com](mailto:clemonswelding1@gmail.com)

2202 Addidas St. Eutawville, SC 29048

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS )

COUNTY OF )

*Beaufort*

*9<sup>th</sup>* JUDICIAL CIRCUIT )

CASE NO.: *2019-CP-08-00424*

*Joe Clemons*

MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET

Plaintiff, )

vs. )

*Peggy H. Pinnell Agency, Inc.*

Defendant. )

*State Farm Life Insurance Co.*

Plaintiff's Attorney: Bar No. <i>Pro se</i> Address: <i>2202 Addidas St, Eutawville, SC.</i> Phone: <i>843-763-7007</i> Fax: <i>843-753-7024</i> E-mail: Other:	Defendant's Attorney: Bar No. <i>Charles Norris</i> Address: <i>151 Meeting St.</i> Phone: <i>843-534-4303</i> Fax: <i>843-534-4362</i> E-mail: Other:
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information Nature of Motion: <i>Plaintiff's Motion to Obtain Audio</i> Estimated Time Needed: <i>of January 16, 2021 Hearing</i> Court Reporter Needed: <input type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type <input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant: <i>Joe Clemons Pro se</i> Date submitted: <i>4-16-2021</i>	
SECTION III: Motion Fee <input type="checkbox"/> PAID - AMOUNT: \$ <input type="checkbox"/> EXEMPT: (check reason) <ul style="list-style-type: none"> <li><input type="checkbox"/> Rule to Show Cause in Child or Spousal Support</li> <li><input type="checkbox"/> Domestic Abuse or Abuse and Neglect</li> <li><input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party</li> <li><input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief</li> <li><input type="checkbox"/> Motion for Stay in Bankruptcy</li> <li><input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC)</li> <li><input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions</li> </ul> Name of Court Reporter: _____ <input type="checkbox"/> Other: _____	
JUDGE'S SECTION <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	JUDGE CODE _____ Date: _____
CLERK'S VERIFICATION Collected by: <i>DW</i> Date Filed: <i>4-16-2021</i> <input type="checkbox"/> MOTION FEE COLLECTED: \$ <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$	

FILED  
 21 APR 16 AM 11:52  
 LEAN GUERRA / DUPREE  
 CLERK OF COURT  
 BEAUFORT COUNTY, SC

<p>STATE OF SOUTH CAROLINA</p> <p>COUNTY OF BERKELEY</p> <p>JOE CLEMONS,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>PEGGY H. PINNELL AGENCY, INC.,  PEGGY H. PINNELL INSURANCE  AGENCY, INC., STATE FARM LIFE  INSURANCE COMPANY, (jointly and  severally liable),</p> <p style="text-align: right;">Defendant.</p>	<p>IN THE COURT OF COMMON PLEAS  NINTH JUDICIAL CIRCUIT</p> <p>Civil Action No. 2019-CP-08-00424</p> <p><b>PLAINTIFF'S MOTION TO  OBTAIN AUDIO OF JANUARY 11,  2021 HEARING</b></p> <p style="text-align: right;">21 APR 16 AM 11:24  LEAH GIBBERRY SUPREEM  CLERK OF COURT  BERKELEY COUNTY, SC</p>
---	--

FILED SW

Plaintiff, Joe Clemons, respectfully moves this Honorable Court for an order enabling him to obtain a copy of the primary audio of the hearing in this matter that occurred before Judge Young on January 11, 2012.

The South Carolina Court Reporter Manual states on pages 19-20,

When there is a challenge to the accuracy of a transcript, the court reporter will respond to the challenger in writing. The court reporter will then review the record and report the findings in writing to the challenger, with a copy to all parties and Court Administration. Any inaccuracies will be corrected and the pages forwarded to the challenger at no cost. Copies of correspondence relating to a challenge to a transcript's accuracy must be provided to Court Administration in accordance with Rules 207 and 607, SCACR. Further review of the record may be permitted by the presiding judge upon written request with good cause shown.

The Plaintiff attended the hearing, and his recollection of the hearing differs markedly from the official version presented in the transcript. His wife also attended the hearing, and her recollection of the hearing accords with his and differs markedly from the official version presented in the transcript. Their affidavits are attached hereto as Exhibits 1 (Plaintiff) and 2 (Wife).

STATE OF SOUTH CAROLINA )  
 COUNTY OF BERKELEY ) IN THE COURT OF COMMON PLEAS  
 JOE CLEMONS ) NINTH JUDICIAL CIRCUIT  
 ) Civil Action No. 2019-CP-08-00424  
 )

Plaintiff,

**PLAINTIFF MOTION IN OPPOSITION**

Joe Clemons

**DEFENDANT'S MOTION FOR DIRECTED VERDICT**

Vs. )

Defendant,

PEGGY H. PINNELL, AGENCY, INC )  
 PEGGY H. PINNELL INSURANCE )  
 AGENCY, INC. STATE FARM LIFE )  
 INSURANCE COMPANY, (jointly )  
 and Severally liable), )

21 SEP - 1 PM 4:37  
 LEAH GUERRY DUPREE  
 CLERK OF COURT  
 BERKELEY COUNTY, SC

**FILED**

**Summary Of the Trial and A Request to Reverse Judge McCoy Decision.**

I Joe Clemons, am requesting that Mr. Norris and The honorable Judge McCoy, reconsider their decision made on August 24, 2021, of a Directed Verdict. When the trial begins, even before the jurors came out, I took Mr. Norris before the bench, in front of Judge McCoy, and reminded him of the deposition that took place on January 8, 2020. Where Mrs. Peggy (defendant), My wife (Shelia) and I was deposed. I told them of how Mrs. Peggy had lied and was guilty of perjury under oath, about who had signed those very same documents, which will be brought up in trial, and if Mr. Norris put his client on the stand and try to establish a known lie and make false statements. Not only, is Mrs. Peggy is violation of court rules, but Mr. Norris is also, because SC rule 3.3 states "if an Attorney knowing that his client is lying and have perjured herself, the Attorney MUST try to stop his client form doing that, refuse to be her attorney or if they goes to trial and she continue to lie, and make false statements in court the Attorney Must inform the Judge of that situation". Well, even doing trial this happen, I porch the bench with Mr. Norris and reminded the Honorable Judge McCoy of that law and Rule, then Judge McCoy told me, "she know that law and she know the laws" nothing was done and nothing was said. Mr. Norris,

seem to operate in that court as if he was above the law, and had no regards for the law, rules of law and his oath and vow to the court of law. Then after his client continue to lie on me, to me and about me. I, called my wife to the stand, she testified under oath, proving that the things Mrs. Peggy were saying was all a lie, even the signatures on those documents was not my signature, but was her signature, as Mrs. Peggy had just stated under oath, that I signed them in her present before her eyes, she also stated that in her deposition and to my first lawyer, and to the people at The Department Of Insurance of S C. Mr. Norris, than started questioning my wife (in his cross examination) He started bring up all kind of irrelevant issues about my policy with A I G with a false transcript of Mr. Walker's deposition (which is heresy) and was trying to trick my wife with false statements and paperwork from 2010, which was totally irrelevant to the fact and true of the issue at hand. Again, after Mr. Norris got through, I cross examined my wife, and I went back to some of the things Mr. Norris trying to trick and trap my wife with, in manipulating and misrepresenting papers about her signature and one she stated that was her signature, but she did not believe that she signed my name on that "Amendment Of Application", because it look like something that was put together. So, I got the court reporter and Judge McCoy, to read what Mr. Norris had just said and it stated and revealed that Mr. Norris, now was CATCH trying to misrepresent documents and was making false statements, Mr. Norris have been doing those kinds of things even from the first deposition until now. That is why he have been blocking (with the help of a lot of people in the right places to help) every motion and request that I requested, to listen to the audios of the Depositions and Hearings. Well, after all this lying and manipulating, falsified paperwork, He Boldly, unashamedly, arrogantly had the audacity to request a Directed Verdict. Directed Verdict, Summary Judgment and Judgment as a Matter of Law, all these all Motions come from the SC rule 50, and the purpose, the goal and intent of that law. Rule 50 states "The Court must review all of the evidence in the record, Not Just the evidence favorable to the moving party, Sanderson Plumbing prods, 530 US. 133, 149-51 (2000): however, "it MUST disregard ALL evidence favorable to the Moving Party that the jury is not required to believe". Summary Judgment- If it's NOT clear that there is on more evidence, then summary judgment MUST be DENIED. Directed Verdict- Standard: If the Moving Party 's evidence is INSUFFICIENT as a matter of Law to go to a Jury. JMOL is also known as a DIRECTED VERDICT, is a Motion for Judgment as a matter of Law is a Motion by a party, during trial, claiming the opposing party has Insufficient evidence to reasonably support its case. Well, the bottom line, after reading all those Motions, I'm, Your Honorable Judge McCoy are, Now requesting A Directed Verdict, because the defendant and Mr. Norris, had no defend or offend just tricks and lies and a whole lot of violations and disrespect for the law and courts, and should not have been allow submit a Directed Verdict. In my Conclusion, I'm requesting that Mr. Norris withdraw his Directed Verdict, and Judge McCoy reconsider her decision.

Humbly submitted, September 1, 2021,

By: Joe Clemons Pro Se Litigant/Apologist E-mail: [clemonswelding1@gmail.com](mailto:clemonswelding1@gmail.com) 2202 Addidas  
St. Eutawville, SC 29048

September 1, 2021

A handwritten signature in black ink that reads "Joe Clemons". The signature is written in a cursive style with a long, sweeping underline.

By: Joe Clemons

Pro Se Litigant/Apologist

E-Mail: [clemonswelding1@gmail.com](mailto:clemonswelding1@gmail.com)

2202 Addidas St.

Eutawville, SC 29048

STATE OF SOUTH CAROLINA

COUNTY OF Berkeley

Joe Clemons

Plaintiff,

vs.  
Peggy Pinnell Agency Inc. & State Farm Life Co. et al

Defendant.

IN THE COURT OF COMMON PLEAS  
9<sup>th</sup> JUDICIAL CIRCUIT

CASE NO.: 2019-CP-08-00424

MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET

Plaintiff's Attorney: _____, Bar No. <u>Prose</u> Address: <u>2202 Addidas St. Eutawville, SC 29048</u> Phone: _____ Fax _____ E-mail: _____ Other: <u>843-753-7007</u>	Defendant's Attorney: <u>Charles Norris</u> <u>SC</u> , Bar No. <u>004238</u> Address: <u>151 meeting St/6<sup>th</sup> Floor P.O. Box 18 Charleston, SC 29402-1506</u> Phone: _____ Fax _____ E-mail: _____ Other: _____
---	---

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

SECTION I: Hearing Information  
 Nature of Motion: Reconsider Judge McCoy Ruling of A Directed Verdict of  
 Estimated Time Needed: 2 hr Court Reporter Needed:  YES /  NO SC Rule 50

SECTION II: Motion/Order Type

- Written motion attached
- Form Motion/Order

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

Joe Clemons  
 Signature of Attorney for  Plaintiff /  Defendant Date submitted 9-1-21

SECTION III: Motion Fee

- PAID - AMOUNT: \$ 25.00
- EXEMPT: (check reason)
  - Rule to Show Cause in Child or Spousal Support
  - Domestic Abuse or Abuse and Neglect
  - Indigent Status  State Agency v. Indigent Party
  - Sexually Violent Predator Act  Post-Conviction Relief
  - Motion for Stay in Bankruptcy
  - Motion for Publication  Motion for Execution (Rule 69)
  - Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instruction
  - Name of Court Reporter: \_\_\_\_\_
  - Other: \_\_\_\_\_

LEAH GUENY DUGRE  
 CLERK OF COURT  
 BERKELEY COUNTY, SC  
 21 SEP -2 PM 4:58  
 FILED

JUDGE'S SECTION

- Motion Fee to be paid upon filing of the attached order.
- Other: \_\_\_\_\_

JUDGE CODE \_\_\_\_\_  
 Date: \_\_\_\_\_

CLERK'S VERIFICATION

Collected by: SN Date Filed: 9/2/2021  
 MOTION FEE COLLECTED: \$ 25.00  
 CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

given his wife permission to sign what was mentioned and labeled as exhibit 3, plaintiff's response was that she signed some stuff for him but there was no affirmation of her being allowed to sign that particular document.

Therefore, there is an issue of interpretation as to which documents Plaintiff's wife had permission to sign on his behalf and since Defendant failed to clarify if his consent included the 'counter-offer' there is an issue regarding authority and validity of the signature.

**The Defendant Motion for summary Judgment pertaining to Civil conspiracy should be denied as the co-conspirators do not have an employer/employee relationship**

According to State Farm, State Farm agents are independent contractors who hire their own employees. State Farm agents' employees are not employees of State Farm. Nor is there any principal agent relationship as state farm terms the agents as independent contractors.

There are also special damages here that are different from any other cause of action listed. Defendant has deprived Plaintiff of other investment opportunity and has been paying on a policy that is invalid.

### CONCLUSION

The defendant's motion for summary judgement is based on allegations in the plaintiff's complaint that are still genuine issues of material fact. The issue here is that Defendant wrote a policy that was not authorized and falsely misrepresented that it was authorized by the Plaintiff base on her witnessing his signature. Plaintiff's wife admitting to signing the document, does not suggest that there is no longer an issue. In fact, it highlights that the material issues surrounding this case have not been resolved. Even if there is no dispute as to the evidentiary facts, there is still a dispute regarding the conclusions and inferences to be drawn from them.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	)	NINTH JUDICIAL CIRCUIT
JOE CLEMONS,	)	Civil Action No. 2019-CP-08-00424
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
PEGGY H. PINNELL AGENCY, INC.,	)	<b>DEFENDANTS'</b>
PEGGY H. PINNELL INSURANCE	)	<b>MOTION FOR BIFURCATION</b>
AGENCY, INC., STATE FARM LIFE	)	
INSURANCE COMPANY,	)	
	)	
Defendants.	)	

Pursuant to S.C. Code § 15-32-520, Defendants move the Court for an Order bifurcating trial into two stages—the first on the issue of liability for compensatory damages, the second on the issue of liability for punitive damages.

S.C. Code § 15-32-520 makes the bifurcation of punitive damages mandatory for claims accruing after January 1, 2012:

- (A) All actions tried before a jury involving punitive damages, if requested by any defendant against whom punitive damages are sought, *must be conducted in a bifurcated manner* before the same jury.
- (B) In the first stage of a bifurcated trial, the jury shall determine liability for compensatory damages and the amount of compensatory or nominal damages. Evidence relevant only to the issues of punitive damages is *not admissible* at this stage.
- (C) Punitive damages may be considered if compensatory or nominal damages have been awarded in the first stage of the trial.
- (D) Punitive damages may be awarded *only* if the plaintiff proves by clear and convincing evidence that his harm was

<p>STATE OF SOUTH CAROLINA  COUNTY OF BERKELEY  JOE CLEMONS,    Plaintiff,    vs.    PEGGY H. PINNELL AGENCY, INC.,  PEGGY H. PINNELL INSURANCE  AGENCY, INC., STATE FARM LIFE  INSURANCE COMPANY, (jointly and  severally liable),    Defendant.</p>	<p>IN THE COURT OF COMMON PLEAS  NINTH JUDICIAL CIRCUIT    Civil Action No. 2019-CP-08-00424    <b>PLAINTIFF'S MOTION TO  OBTAIN AUDIO OF JANUARY 11,  2021 HEARING</b></p> <p style="text-align: right;"> 21 APR 16 AM 11:24  LEAH GONERLY SUPRE  CLERK OF COURT  BERKELEY COUNTY, SC</p> <p style="text-align: right; font-size: 2em; font-weight: bold;">FILED  SW</p>
---	---

Plaintiff, Joe Clemons, respectfully moves this Honorable Court for an order enabling him to obtain a copy of the primary audio of the hearing in this matter that occurred before Judge Young on January 11, 2012.

The South Carolina Court Reporter Manual states on pages 19-20,

When there is a challenge to the accuracy of a transcript, the court reporter will respond to the challenger in writing. The court reporter will then review the record and report the findings in writing to the challenger, with a copy to all parties and Court Administration. Any inaccuracies will be corrected and the pages forwarded to the challenger at no cost. Copies of correspondence relating to a challenge to a transcript's accuracy must be provided to Court Administration in accordance with Rules 207 and 607, SCACR. Further review of the record may be permitted by the presiding judge upon written request with good cause shown.

The Plaintiff attended the hearing, and his recollection of the hearing differs markedly from the official version presented in the transcript. His wife also attended the hearing, and her recollection of the hearing accords with his and differs markedly from the official version presented in the transcript. Their affidavits are attached hereto as Exhibits 1 (Plaintiff) and 2 (Wife).

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS )

COUNTY OF Berkeley )

9th JUDICIAL CIRCUIT )

Joe Clemons )

CASE NO.: 2019-CP-08-00424 )

Plaintiff, )

MOTION AND ORDER INFORMATION )  
FORM AND COVERSHEET )

vs. )

Peggy H. Pinnell Agency, Inc. )  
Defendant. )

State Farm Life Insurance Co. )

Plaintiff's Attorney: )

Defendant's Attorney: )

Bar No. Pro se )

Bar No. Charles Norris )

Address: 2202 Addidas St, Eutawville, SC. )

Address: 151 Meeting St. )

Phone: 843-763-7007 Fax: 843-753-7024 )

Address: Charleston, SC 29401 )

E-mail: Other: )

Phone: 843-534-4363 Fax: 843-534-4362 )

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) )

FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) )

PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III) )

Nature of Motion: Plaintiff's Motion to Obtain Audio )  
of January 16, 2021 Hearing )

Estimated Time Needed: \_\_\_\_\_ Court Reporter Needed:  YES /  NO )

SECTION II: Motion/Order Type

Written motion attached )

Form Motion/Order )

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

Joe Clemons Pro se )  
Signature of Attorney for  Plaintiff /  Defendant )

4-16-2021 )  
Date submitted )

SECTION III: Motion Fee

PAID - AMOUNT: \$ \_\_\_\_\_ )

EXEMPT: )

(check reason) )

Rule to Show Cause in Child or Spousal Support )

Domestic Abuse or Abuse and Neglect )

Indigent Status  State Agency v. Indigent Party )

Sexually Violent Predator Act  Post-Conviction Relief )

Motion for Stay in Bankruptcy )

Motion for Publication  Motion for Execution (Rule 69, SCRPC) )

Proposed order submitted at request of the court; or, )  
reduced to writing from motion made in open court per judge's instructions )

Name of Court Reporter: \_\_\_\_\_ )

Other: \_\_\_\_\_ )

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached )  
order. )

Other: \_\_\_\_\_ )

JUDGE CODE \_\_\_\_\_ )

Date: \_\_\_\_\_ )

CLERK'S VERIFICATION

Collected by: DW Date Filed: 4-16-2021 )

MOTION FEE COLLECTED: \$ \_\_\_\_\_ )

CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_ )

FILED  
21 APR 16 AM 11:52  
LEAH GUERRA / DUPRE  
CLERK OF COURT  
BERKELEY COUNTY, S.C.

cc: [handwritten initials]

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS  
9<sup>TH</sup> JUDICIAL CIRCUIT

CASE NO.: 2019CP-08-00424

JOE CEMONS

Plaintiff,

vs.

PEGGY H. PINNELL, et al

Defendant.

**MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET**

Plaintiff's Attorney: PRO SE  
Bar No. \_\_\_\_\_  
Address: 2202 ADDIDAS ST  
ELTAVILLE, SC 29048  
Phone: \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail: \_\_\_\_\_ Other: \_\_\_\_\_

Defendant's Attorney: CHARLES NORRIS  
SC, Bar No. 004238  
Address: 151 MEETING ST/6th Floor PO Box 1804  
CHARLESTON, SC 29402-1804  
Phone: \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail: \_\_\_\_\_ Other: \_\_\_\_\_

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

**SECTION I: Hearing Information**

Nature of Motion: MOTION FOR RELIEF FROM JUDGMENT PURSUANT TO RULE 60(b) SCRCR  
Estimated Time Needed: \_\_\_\_\_  
Court Reporter Needed:  YES /  NO

**SECTION II: Motion/Order Type**

- Written motion attached
- Form Motion/Order

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

Joe Cemons  
Signature of Attorney for  Plaintiff /  Defendant

2/16/2021  
Date submitted

**SECTION III: Motion Fee**

- PAID - AMOUNT: \$ 25.00
- EXEMPT: (check reason)
  - Rule to Show Cause in Child or Spousal Support
  - Domestic Abuse or Abuse and Neglect
  - Indigent Status  State Agency v. Indigent Party
  - Sexually Violent Predator Act  Post-Conviction Relief
  - Motion for Stay in Bankruptcy
  - Motion for Publication  Motion for Execution (Rule 69, SCRCR)
  - Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
- Name of Court Reporter: \_\_\_\_\_
- Other: \_\_\_\_\_

FILED  
21 FEB 16 PM 3:21  
CLERK OF COURT  
BERKELEY COUNTY, SC

**JUDGE'S SECTION**

- Motion Fee to be paid upon filing of the attached order.
- Other: \_\_\_\_\_

JUDGE CODE \_\_\_\_\_

Date: \_\_\_\_\_

**CLERK'S VERIFICATION**

Collected by: [Signature] Date Filed: 2/16/2021  
 MOTION FEE COLLECTED: \$ 25.00 cash  
 CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

CC: [Signature]  
2/16/2021  
[Signature]  
(11/2003)

Throughout these proceedings, Orders, paperwork, statements, and dates have consistently been changed to reflect alternate outcomes and facts. This occurred during a November 30, 2020 hearing, where the Judge ruled to Deny an extension to the deposition period. On December 3, 2020, a copy of the transcript, from that hearing, was requested and paid for, but a copy has not been furnished.

For these reasons, it is respectfully requested that this Court grant the relief requested to review the Order of the Motion to Amend the Plaintiff's Complaint and to Amend the Scheduling Order.

Humbly submitted

  
Joe Clemons 2/15/2021

By: Joe Clemons Pro Se Litigant E-mail: clemonswelding1@gmail.com 2202 Addidas St.  
Eutawville, SC

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

IN THE COURT OF COMMON PLEAS  
9<sup>TH</sup> JUDICIAL CIRCUIT

CASE NO.: 2019CP-08-00424

JOE CEMONS

Plaintiff, )

vs. )

PEGGY H. PINNELL, et al

Defendant. )

**MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET**

Plaintiff's Attorney: <u>PRO SE</u> _____, Bar No. _____ Address: <u>2202 ADDIDAS ST</u> <u>EUTAWVILLE, SC 29048</u> Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: <u>CHARLES NORRIS</u> <u>SC</u> , Bar No. <u>004238</u> Address: <u>151 MEETING ST/6th Floor PO Box 1806</u> <u>CHARLESTON, SC 29402-1806</u> Phone: _____ Fax _____ E-mail: _____ Other: _____
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
<b>SECTION I: Hearing Information</b> Nature of Motion: <u>MOTION FOR RELIEF FROM JUDGMENT PURSUANT TO RULE 60(b) SCRC</u> Estimated Time Needed: _____ Court Reporter Needed: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO	
<b>SECTION II: Motion/Order Type</b> <input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.  <u>Joe Cemons</u> <u>2/16/2021</u> Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant Date submitted	
<b>SECTION III: Motion Fee</b> <input checked="" type="checkbox"/> PAID - AMOUNT: \$ <u>25.00</u> <input type="checkbox"/> EXEMPT: (check reason) <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____	
<b>JUDGE'S SECTION</b> <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	JUDGE CODE _____ Date: _____
<b>CLERK'S VERIFICATION</b> Collected by: <u>OM</u> Date Filed: <u>2/16/2021</u> <input checked="" type="checkbox"/> MOTION FEE COLLECTED: \$ <u>25.00 cash</u> <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____	

FILED  
21 FEB 16 PM 3:21  
CLERK OF COURT  
BERKELEY COUNTY, SC

cc: Joe Cemons  
2/16/2021  
231 (11/2003)

**CD** COBB DILL &  
& H HAMMETT, LLC

PARTNERS

William Hammett ❖  
Michael Dill  
Hal E. Cobb ♦  
Sean Scapellato

♦ Admitted in CO  
■ Admitted in FL  
❖ Admitted in GA

LOCATION

300 West Coleman Blvd., Suite 106  
Mt. Pleasant S.C. 29464  
(P) 843-936-6680  
(F) 843-353-2583

ATTORNEYS

Jason Taylor ■  
Stefanie Huffer  
Ryan Andrews  
Bryan Raymond

November 14, 2017

Peggy H. Pinnell  
313 N. Hwy 52  
Moncks Corner, SC 29461

**Via USPS Certified Return Receipt Requested**

Re: Joe Clemons: Policy Number LF-2805-9088

Ms. Pinnell:

Our firm has been retained by Mr. Clemons in regards to discrepancies surrounding the above referenced policy. It is our understanding that Mr. Clemons applied to have a previous term life policy bearing policy number 2573-9762 converted to a 15 Pay Life which would ultimately bear the policy number referenced above. On the Part D – Term Conversion Form, Mr. Clemons selected that he desired the waiver of premium for disability (“WDP”). I have attached a copy of the Part D – Term Conversion Form hereto for your convenience and Mr. Clemons was under the assumption that the WDP was a part of his policy.

*Randy* Mr. Clemons was assured on numerous occasions that the WDP was in place including during a phone conversation on March 10, 2017 with you and another representative by the name of ~~Patrick~~. We are in the process of obtaining Mr. Clemons’s phone records to verify the existence of the call since you seem to not remember this conversation.

I understand that it is your stance that Mr. Clemons executed the Amendment of Application dated 7/6/10 to issue the policy without the WPD rider which I have again attached hereto for your convenience. We contend that Mr. Clemons did not execute that waiver. I have copied the signature from his Part D – Term Conversion Form and the signature from the Waiver below.

Part D – Term Conversion Form Signature

*Joe Clemons*

Waiver Signature:

*Joe Clemons*  
Signature of Applicant

I believe that even to an untrained eye, the signatures bear significant differences. Most notably the J in Joe, the lack of the slant to the right of the Joe in the Waiver signature, and the spacing of the letters in comparison to Mr. Clemons' smooth and widely spaced signature from the Part D – Term Conversion Form.

It is understood that mistakes can be made, however, Mr. Clemons did everything in his power to ensure that his family was taken care of the event of his death and/or disability. We are willing to pursue any and all remedies available to Mr. Clemons at law or in equity. However, as a courtesy, we wanted to reach out to you and offer a remedy without the hassle and expense of litigation.

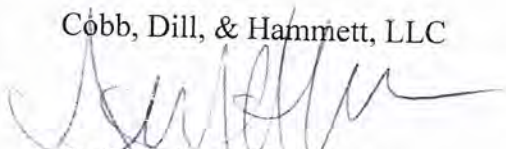
I believe there are several options available, please review the options outlined below and let us know if you any are amenable to you.

- 1.) State Farm waives the premiums on the policy going forward as if the WPD was issued.
- 2.) You and/or your E&O Insurance pays the premiums going forward.
- 3.) Mr. Clemmons is issued a full refund of all premiums paid on this policy.

If you like me to discuss this matter with your E&O carrier, please forward that information along. If we do not receive a response from you by December 1, 2017, we will explore all legal options available.

Sincerely,

Cobb, Dill, & Hammett, LLC



Stefanie L. Huffer, Esq.

cc: Client

Encl.: As stated

**RECEIVED**

**May 13 2022**

**SC Court of Appeals**

Certificate of Appellant

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

s/Joe Clemons  
2202 Addidas St.  
Eutawville, South Carolina 29048  
E-Mail: clemonswelding1@gmail  
(843) 753-7007  
Appellant, Pro se/Apologist

Eutawville, South Carolina

May 13, 2022