

**RECEIVED**

**Oct 10 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

---

Joe Clemons,

Appellant,

v.

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

Respondent.

---

SUPPLEMENTAL RECORD ON  
APPEAL

---

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


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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STATE OF SOUTH CAROLINA	)	
COUNTY OF BERKELEY	)	IN THE COURT OF COMMON PLEAS
JOE CLEMONS	)	NINTH JUDICIAL CIRCUIT
	)	Civil Action No. 2019-CP-00424
	)	
Plaintiff,	)	
	)	<b>MOTION FOR RELIEF FROM</b>
vs.	)	<b>JUDGMENT PURSUANT TO</b>
	)	<b>RULE 60(b), SCRPC</b>
PEGGY H. PINNELL AGENCY, INC.,	)	
PEGGY H. PINNELL INSURANCE	)	
AGENCY, INC., STATE FARM LIFE	)	
INSURANCE COMPANY, (jointly and	)	
Severally liable),	)	
Defendant.	)	

---

  
**FILED**  
 21 FEB 16 PM 3:21  
 LEAN GUEARY DUPREE  
 CLERK OF COURT  
 BERKELEY COUNTY, SC

**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.

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

Joe Clemens

Plaintiff,

vs.

Peggy H. Pinnel, et al

Defendant.

IN THE COURT OF COMMON PLEAS  
\_\_\_\_ JUDICIAL CIRCUIT

CASE NO.: 2019-CP-08-00424

Amended

MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET

Plaintiff's Attorney: Pro se  
\_\_\_\_, Bar No. \_\_\_\_  
Address: 2202 Addidas St.  
Eutawville, SC 29048  
Phone: \_\_\_\_ Fax \_\_\_\_  
E-mail: \_\_\_\_ Other: \_\_\_\_

Defendant's Attorney: Charles Norris  
SC, Bar No. 00428B  
Address: 151 Meeting St./6th Floor  
P.O. Box 19 Charleston, S.C. 29402  
Phone: \_\_\_\_ Fax \_\_\_\_  
E-mail: \_\_\_\_ Other: 1806

- 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

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 Clemens  
Signature of Attorney for  Plaintiff /  Defendant

2-18-2021  
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: \_\_\_\_\_

FILED  
21 FEB 18 PM 2:50  
LEAH QUERRY DORR  
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: \_\_\_\_\_ Date Filed: \_\_\_\_\_
- MOTION FEE COLLECTED: \$ \_\_\_\_\_
- CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

cc: Joe Clemens  
SCA 088 (11/2003)  
2/18/2021

SCANNED  
Page 1 of 1

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

*Amended*  
MOTION FOR RELIEF FROM

JUDGMENT PURSUANT TO

RULE 60(b), SCRPC

*[Handwritten Signature]*  
FILED  
21 FEB 18 PM 2:26  
LEAH GREGORY JOHNSON  
CLERK OF COURT  
BERKELEY COUNTY, SC

**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 the Judge, Opposing Counsel and I, review the Audio Recording and Transcript together; the Transcript and the Order do not match the January 11 ruling.

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 did not make a ruling on a motion to extend the deposition period; however, the Order indicated that this motion was Denied. The Order misrepresented the decision made by the Court. On December 3, 2020, 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, and review the Audio Recording and Transcript from this hearing.

*Humbly Submitted*

*Joe Clemons*

*Joe Clemons 2/15/2021*

*By: Joe Clemons Pro se*

*E-mail clemonswelding1@gmail.com*

*2202 Addidas St.*

*Eutawville, SC 29048*

CERTIFICATE OF SERVICE

2019-CP-08-00424

I, the undersigned Administrative Assistant of the Pro Se Apologist, Joe Clemons do hereby certify that I have ~~mailed~~ <sup>mailed copy response</sup> all counsel in this action with a copy of the pleading(s) herein below specified by mailing ~~via mail or fax~~ <sup>JC</sup> of the same to the following address:

PLEADING:

Response to Judge Price

COUNSEL SERVED:

The Honorable Roger M. Young, Sr.

Chief Administrative Judge-Common Pleas

Admin. Assistant: Robyn R. Hills

100 Broad Street, Suite 368

Charleston, SC 29401

Mr. Charles Norris

151 Meeting Street/Sixth Floor

Post Office Box 1806(29402-1806)

Charleston, SC29401-2239

June 18, 2021

21 JUN 18 PM 3:10  
LEAH GUERRY DUPREE  
CLERK OF COURT  
BERKELEY COUNTY, SC

MAILED

SCANNED

JC

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

IN THE COURT OF COMMON PLEAS

Plaintiff, )

*Joe Clemons*

NINTH JUDICIAL CIRCUIT

Civil Action No. 2019-CP-08-00424

*Response To Judge Price*  
RULING ON JUNE 4 2021, AND ORDER THAT

WAS NOT IN ACCORD WITH THE LAW AND SC

Vs. )

RULES FOR COURT REPORTER MANUAL.

RESUBMITTING MOTION TO LISTEN TO AUDIO

Defendant )

RECORDING OF 1/11/21 AND OF 11/30 /20.

PEGGY H. PINNELL, AGENCY, INC )

AND THE MOTION TO ADD TO SUMMONS AND

PEGGY H. PINNELL INSURANCE )

COMPLAINT THAT WAS GRANTED BY JUDGE YOUNG.

AGENCY, INC. STATE FARM LIFE )

REQUESTING THAT JUDGE YOUNG, REVIEW THIS

INSURANCE COMPANY, (jointly )

MOTION WHO IS THE CHIEF ADMINISTRATIVE JUDGE

and Severally liable), )

FOR THIS CIRCUIT COURT YEAR

21 JUN 18 AM 11:10  
LEAH GUERRY DUPREE  
CLERK OF COURT  
BERKELEY COUNTY, SC

*FILED*

JUDGE PRICE hearing on June 4 /21 where I Joe Clemons the Plaintiff submitted a motion to have access to my audio recording in accordance with SC Rules for Court Reporter Manual. Which page 19, part B states, Requests to Listen to Audio Recordings/Read Steno Notes-Court reporters shall not grant any request to listen to audio recordings or to read steno notes unless the requestor has received written authorization from the presiding judge or, in his/her absence, the chief judge for administrative purposes in that circuit. Which at that hearing on 6/4/21 judge Price stated "that I have no right to have or listen to that audio recording" in that hearing I stated more than once that I have a right, and I stated the SC court reporter manual with page number. Also, I stated several times that I disagree with the judge's statement that I have no right, to listen to those recordings, I

JC

believe that judge Price made a mistake, was misinformed, or bias. Because of these reasons, I am resubmitting my Motion to Listen to Audio Recording of 1/11/21 and 11/30/20. I believe that Judge Price, do not and did not have the right to ruled and order that I cannot have access to those Audio Recording. **JUDGE PRICE** was not the presiding Judge or The Chief Judge of Administration, on 1/11/21 and my last Motion submitted on 6/11/21, also He did not have the power or authority to deny my request to listen to the audios, and He did not have the authority to block me from my right to listen to my audios of the Hearing, that was not accurate in accordance with Judge Young and Judge Goodstein ruling. For those reasons I rejected Judge Price's ruling, and is requesting that Judge Young, who is the Chief Administrative Judge for this Circuit year review this situation and his ruling of 1/11/21, of case #2019CP08-00424. On 3/3/21 Mr. Norris filed, A Defendants" Memorandum In Opposition To Plaintiff's Amended Motion for Relief From Judgment Pursuant To Rule 60 (B), SCRPC. (Which Judge Young I believe did not know or did not make that ruling) In that Memorandum, Mr. Norris's Conclusion stated, "In conclusion, while unnecessary, Defendant do not oppose Plaintiff's request that He, the undersigned counsel, and The Judge listen to and compare the Audio Recording of the Hearing with the Transcript of the same, if the Court is willing to accommodate that Request". Within that Memorandum Mr. Norris accused Me and My Wife of many things that were inaccurate and false statements about us and twisted our words from our Depositions. Mr. Norris made a statement saying, "when will Mr. Clemons **STOP**", He was accusing Me of things, and He had a list of people. So, I will ask the same question, when will Mr. Norris **STOP** or who will **STOP Him**, before he brings down others or make people question the **INTEGRITY** of our STATE JUDICIAL SYSTEM. Let me give you a little recap of just some of the things Mr. Norris have done. I have had 3 Attorneys and I believe because of the Influence of Mr. Norris they all dropped off the scene, with all the truth, proof, and facts that I have. Mr. Norris have falsified paper works, twisted statements of **DEPOSITIONS**, changed **RULINGS OF JUDGES**, cause **LAW CLERK** and **COURT REPORTERS** to alter facts and Transcripts from **HEARINGS**, The **DIRECTOR** and **DEPUTY DIRECTOR OFFICE** to close their eyes. Honorable Judge Price have not following SC Rule for Court Reporters Manual, and Rule 60 (B) of SC. Also Mr. Norris is **NOW BEING INVESTIGATED** by The Disciplinary Counsel Office. I believe **ALL** these things and people were playing a part **CONSCIOUSLY OR UNCONSCIOUSLY**, Mr. Norris **MUST BE STOP**, and there is still more.

Humbly Submitted

June 18, 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 )

COUNTY OF Bethlemy )

Joe Clemons )

Plaintiff, )

vs. )

Peggy H. Pinnell Agency, Inc. )

Defendant. )

State Farm Life Insurance Co. )

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. Pro se  
Address: 2202 Addidas St, Eutawville, SC.  
Phone: 843-753-7007 Fax: 843-753-7024  
E-mail: \_\_\_\_\_ Other: \_\_\_\_\_

Defendant's Attorney:  
\_\_\_\_\_, Bar No. Charles Norris  
Address: 151 Meeting St.  
Phone: 843-534-4203 Fax: 843-534-4362  
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: Plaintiff's Motion to Obtain Audio  
Estimated Time Needed: of January 16, 2021 Hearing  
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 Prose 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: 4/16/21  
 MOTION FEE COLLECTED: \$ \_\_\_\_\_  
 CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_



cc

an



If Plaintiff is allowed access to the audio, there appear to be only two possible results.

Possibility 1: The audio differs substantially in content from the reported transcript. In that case, Plaintiff could then provide the Court with a document along the lines of the following:

Your Honor, I have listened to the audio and compared it to the transcript, and there are major discrepancies. For example,

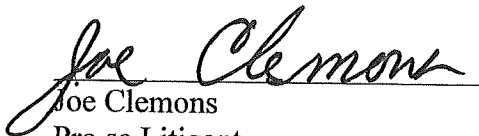
- At 3 minutes and 23 seconds into the audio, the speaker clearly says [such and such,] but the transcript has him instead saying [XYZ].
- At 5 minutes and 8 seconds into the audio, the speaker says "ABCDEFGHJKLM," but the transcript reports only "AK."
- The transcript states on page X, lines 1 through 20, that Your Honor said "QRST." But the audio shows Your Honor never said R and S.

Possibility 2: After comparing the audio to the written transcript, Plaintiff realizes that the transcript does accurately reflect the audio (perhaps with a minor variation here and there, but no significant additions to, deletions of, or changes of the content).

Accordingly, Plaintiff respectfully requests that he be allowed to access the audio and compare it to the printed transcript.

4-16-2021  
(Date)

Respectfully Submitted,

  
Joe Clemons

Pro se Litigant  
2202 Addidas Street  
Eutawville, SC 29048  
Phone: 843-753-7007  
Email: clemonswelding1@gmail.com

STATE OF SOUTH CAROLINA ) AFFIDAVIT OF SHELIA R. CLEMONS  
 )  
COUNTY OF BERKELEY )  
\_\_\_\_\_ )

21 APR 16 AM 11:21  
CLERK OF SUPERIOR COURT  
BERKELEY COUNTY, S.C.

FILED  
DW

**A FALSE STATEMENT CONCERNING THE FACTS CONTAINED IN THIS AFFIDAVIT MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL PENALTIES AS PROVIDED BY LAW.**

PERSONALLY APPEARED BEFORE ME, the undersigned, who, being duly sworn,

deposes and says as follows:

1. My name is Shelia R. Clemons, and I am over the age of 18 and competent to execute this Affidavit.
2. I am a resident of Eutawville in Orangeburg County, South Carolina.
3. I am the wife of the Plaintiff in the case of JOE CLEMONS, Plaintiff, vs. PEGGY H. PINNELL AGENCY, INC., PEGGY H. PINNELL INSURANCE AGENCY, INC., STATE FARM LIFE INSURANCE COMPANY, (jointly and severally liable), currently pending in Berkeley County Court as Civil Action No. 2019-CP-08-00424.
4. I was at a hearing in that case before Judge Roger Young on January 11, 2021.
5. I recall the hearing clearly.
6. The transcript of the hearing is vastly different from my recollection.
7. Among other things, I distinctly recall Judge Young stating that he was granting Joe's motion to amend the complaint to add a party.
8. However, the transcript instead presents Judge Young as stating "I'm going to deny the motion to amend the complaint."
9. It does so on page 19, at lines 18-19. A copy of that page, and of the title page of the transcript, and the certificate of the reporter, is attached as Attachment A to Joe Clemon's affidavit which I understand will be filed contemporaneously with this affidavit.

STATE OF SOUTH CAROLINA ) AFFIDAVIT OF JOE CLEMONS  
 )  
COUNTY OF BERKELEY )  
\_\_\_\_\_ )

FILED  
21 APR 16 AM 11:20  
CLERK OF COURT  
BERKELEY COUNTY, SC  
LEAH S. GIBSON, CLERK

**A FALSE STATEMENT CONCERNING THE FACTS CONTAINED IN THIS AFFIDAVIT MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL PENALTIES AS PROVIDED BY LAW.**

PERSONALLY APPEARED BEFORE ME, the undersigned, who, being duly sworn,

deposes and says as follows:

1. My name is Joe Clemons, and I am over the age of 18 and competent to execute this Affidavit.
2. I am a resident of Eutawville in Orangeburg County, South Carolina.
3. I am the Plaintiff in the case of JOE CLEMONS, Plaintiff, vs. PEGGY H. PINNELL AGENCY, INC., PEGGY H. PINNELL INSURANCE AGENCY, INC., STATE FARM LIFE INSURANCE COMPANY, (jointly and severally liable), currently pending in Berkeley County Court as Civil Action No. 2019-CP-08-00424.
4. I appeared at hearing in that case before Judge Roger Young on January 11, 2021.
5. I recall the hearing clearly.
6. The transcript of the hearing is very different from my recollection.
7. Among other things, I distinctly recall Judge Young stating that he was granting my motion to amend the complaint to add a party.
8. However, the transcript instead presents Judge Young as stating "I'm going to deny the motion to amend the complaint."
9. It does so on page 19, at lines 18-19. A copy of that page, and of the title page of the transcript, and the certificate of the reporter, is attached as Attachment A.

*Names*

1 of -- I got Mr. Curry to try to get up a copy of  
2 our phone records from the State Farm. And Mr.  
3 Norris sent us a whole list of calls that we made  
4 with my main line number and anything, and which  
5 the calls wasn't accurate and the dates were  
6 something wrong.

7 And then I tried to get a copy, I went  
8 to Home Telephone (sic) three times, and I said I  
9 need a copy of my phone records. And -- and -- and  
10 when I did get it, it's empty. I have no calls  
11 from March to May to State Farm. Everything's been  
12 deleted. All the calls been deleted. And I don't  
13 know how it can be deleted on my personal phone  
14 records when it's not deleted from State Farm.

15 And I got all these letters saying I  
16 made these calls, and they've got my number on the  
17 records I got from State Farm, and -- and -- that I  
18 called. So I think that he need to give me -- give  
19 a explanation to the court on why this occurred.

20 Because the first lawyer I had back in  
21 2017, in November of 2017, she wrote a letter to  
22 State Farm and told them that -- that, because,  
23 obviously, the handwriting wasn't the same and that  
24 we was going to subpoena the phone records. I was

25 telling her about how my phone records were

*I did not say this.*

1 deleted.)

*I did not say deleted, I don't think I did.*

2 And -- and -- and one of the reasons we  
3 was going to subpoena the phone records because I  
4 told them about those phone calls. And after that,  
5 in 2018, I go back in, like, March of 2018, I go  
6 and try to get a copy of my phone records, and  
7 that's when I found out all my calls been deleted.

8 So I think Mr. Helmly need to be able  
9 to explain all this. And that's why I -- I -- I'm  
10 going back to add him as a corporate service.

11 THE COURT: All right. Mr. Norris,  
12 what would you like to say?

13 MR. NORRIS: Well, Your Honor, we've  
14 got -- Mr. Clemons has filed two motions. One is a  
15 motion to amend the complaint, and the other is to  
16 -- a motion to amend the scheduling order.

17 I don't know which motion we're on now,  
18 but it sounds like we're on the motion to amend the  
19 complaint. Is that the motion?

20 THE COURT: That's kind of what -- you  
21 know, it's kind of a little bit disjointed, so I  
22 went with what -- he styled it motion to amend the  
23 complaint. Figured we'd deal with that and then  
24 figure out what -- to go from there.

25 MR. NORRIS: Okay. Well, I'll deal

1 that.

2 THE COURT: All right. Mr. Clemons, do  
3 you have anything you want to say in response?

4 MR. CLEMONS: Yes. We -- I was trying  
5 to get Mr. Curry ever since the beginning -- he  
6 told me he didn't file a complaint at all to add  
7 Home Telecom to the complaint at the outset.  
8 Mr. Curry, for some reason, he wouldn't -- he  
9 wouldn't do it. As a matter of fact, he didn't  
10 never even subpoena no one on my behalf.

11 And all the truth and all of the  
12 evidence and all of the facts that I have -- that I  
13 have now, I had all of these things from the very  
14 beginning.

15 The only thing additional I have now,  
16 more than I had at the beginning, is they have Miss  
17 Peggy. She -- she perjured herself in the  
18 deposition where she said she signed those  
19 papers -- that I signed those papers in front of  
20 her face.

21 She wrote a letter to the state  
22 department of insurance. She wrote letters to the  
23 first lawyer I had. She -- and she -- she had all  
24 of this going, and then she said that I signed it  
25 in front of her face.

*Not recorded  
right*

*Why is this missing*

1 Then when we get to -- then when my  
2 wife was deposed, then we find out it wasn't even  
3 my signature. It wasn't even my signature. And  
4 then Mr. Norris -- Miss Peggy already perjured  
5 herself in her deposition.

*Why is this missing*

6 Mr. Norris turned right around and then  
7 -- that was back in January. And then he goes in a  
8 couple weeks, he tried to get a summary judgment  
9 saying that my -- that the signature is -- is my  
10 wife's and that we are trying to scam Home

*I did not say that I said State Fram.*

11 Telephone but mentioned nothing about how his  
12 client just perjured herself.

13 And he knows -- and, as a matter of  
14 fact, the paper -- anyway, that's -- I don't want  
15 to talk too much, but that's the situation.

16 *I did not say* Mr. Norris -- Mr. Norris, here, get his  
17 facts and contention together -- and what are we  
18 going to do -- what are we going to do about his  
19 client perjuring herself? Isn't that a federal  
20 crime?

21 Isn't that a crime and -- and some kind  
22 of penalty to go with that? See, she lied under  
23 oath. So he needs to pick his poison, what  
24 direction he's going to go.

25 THE COURT: All right. Well,

*This was not discussed or mention.*

*This what they see Judge*

*Young said  
this was never started  
and deny was not even  
mention.*

1 Mr. Clemons, I understand what you're trying to do,  
2 but I don't believe there's -- first of all, you  
3 haven't filed a proposed amended complaint, which  
4 is required in order to get the Court to grant an  
5 amended complaint.

6 And, you know, you got witness issues  
7 that you think are -- if you want to get a subpoena  
8 issued, go to the clerk of court's office and get a  
9 subpoena issued to get your records.

10 But, you know, tying into home -- tying  
11 into a telephone company because you say they  
12 haven't fully provided you with records to a  
13 conspiracy theory that you have with State Farm is  
14 a little too tenuous. And so I'm going to deny  
15 your motion to amend the complaint.

*This was not mention.*

16 So then the question is, is whether or  
17 not to amend the scheduling order. And, obviously,  
18 there is problems with the virus and everything  
19 having gotten the schedule messed up.

20 Mr. Norris, where are we at on the  
21 scheduling order?

22 MR. NORRIS: Well, of course, there  
23 were two scheduling orders. One, I think, ended in  
24 May of 2020. And because of delays occasioned by  
25 the corona virus, we entered into an amended

1 lawyer.

2

Sir, if you can appoint me a lawyer --

3 I asked Judge McCoy to appoint me someone to assist

4 me and help me. If you can, I would love to have a

5 lawyer. I don't want to be in this situation.

6

THE COURT: Well, I appreciate where

7 you're at and what you're telling me, but we do not

8 appoint lawyers in civil cases. All right. In

9 criminal cases, if you're charged with a crime and

10 the State has to present -- or to give you a

11 lawyer, but in a civil case like this, especially

12 one where you brought it, then you are either bring

13 it, you handle it yourself, or you have to pay for

14 a lawyer or make arrangements for a lawyer to

15 represent you.

16

But the Court does not appoint lawyers

17 in civil cases except in very, very rare sort of

18 things like post conviction --

19

MR. CLEMONS: I think this is one of

20 those cases.

21

THE COURT: Okay.

22

MR. CLEMONS: I think this is one of

23 those cases that qualify for one of those rare

24 cases, and I wish you would consider because this

25 is a major case.

1 STATE OF SOUTH CAROLINA  
2 IN THE COURT OF COMMON PLEAS  
3 COUNTY OF BERKELEY

4 Joe Clemons,  
5 Plaintiff,

6 vs. Transcript of Record  
2019-CP-08-00424

7 Peggy H. Pinnell Agency, Inc.,  
8 Peggy Pinnell Insurance Agency, Inc.,  
and State Farm Life Insurance Company,  
9 Defendants.

10  
11

12 August 23, 2021  
13 Moncks Corner, South Carolina

14 B E F O R E:

15 The HONORABLE JENNIFER MCCOY

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

17 Joe Clemons, Pro Se plaintiff  
18 Charles Norris, Representing the defendants  
19 Katie Mellen, Representing the defendants

20  
21

22 SHARON G. HARDOON, CSR  
Official Circuit Court Reporter, III

23  
24  
25

1 on it. And if you looking in the record, I put it  
2 in there, but it never ruled on. No one ruled on  
3 it, and it just got overlooked.

4 THE COURT: What do you want to tell me?

5 Wait a minute. I understand. Something you  
6 want to clarify on this?

7 MR. NORRIS: This is deja vu. We went  
8 through this exact thing on June 4th before  
9 Judge Bentley Price. What he was asking for was  
10 the audio tapes because he claimed that these  
11 transcripts by court reporter --

12 MR. CLEMONS: I object. I wasn't asking  
13 for the audio.

14 THE COURT: I'm just asking for him to  
15 tell me the other side.

16 MR. CLEMONS: I was asking to listen to  
17 it.

18 THE COURT: Okay.

19 MR. CLEMONS: Him and the judge.

20 THE COURT: All right. Let him finish.  
21 Go ahead.

22 MR. CLEMONS: Yes, okay.

23 MR. NORRIS: What Mr. Clemons was asking  
24 for was, he wanted to get the audio tapes and have  
25 himself, Judge Young, me listen to the audio tapes

1       because he continues to insist that at a hearing  
2       on January 11th of 2021 Judge Roger Young granted  
3       his motion to amend his complaint. The transcript  
4       says, I am denying that. The order issued by  
5       Judge Young says, I am denying that. And  
6       Judge Bentley Price ruled on June 4th of 2021 that  
7       he is not entitled to access of the audio tapes  
8       under the rules. Now, I think I have the  
9       transcript of that hearing.

10               THE COURT: Of the hearing. That's why I  
11       asked audio of what, and you told me a deposition.  
12       That's totally different than a court hearing.

13               MR. CLEMONS: I want you to listen to the  
14       audio recording of the deposition and hearing, but  
15       mainly the hearing, if that's the one that's most  
16       important, because Judge Young granted my --

17               THE COURT: There's an order in the file  
18       denying that motion, so that ship has sailed, so  
19       to speak. Okay? I'm not going to consider  
20       anything about that. I'm not going to -- I'm not  
21       in a position to reconsider what another judge has  
22       already ruled on. That's not my job.

23               MR. CLEMONS: I have him under  
24       investigation because of bias. He was bias and  
25       misinformed --

1           THE COURT: I understand. My job isn't  
2 to make those determinations? You understand? I  
3 mean, we all have a job. I don't sit in a  
4 position to make a question about another judge at  
5 my same level's ruling. I know you know how the  
6 process works in terms of appealing. There are  
7 ways, you know, but it's not for me. I don't have  
8 jurisdiction to do that. Okay?

9           So, I'm not going to listen to an audio  
10 from a hearing that another judge had. I thought  
11 you were discussing depositions.

12           MR. CLEMONS: I do want to listen to the  
13 deposition also because that will prove --

14           THE COURT: The deposition is on you to  
15 get copy of, not me.

16           MR. CLEMONS: I can't get it. I need to  
17 get it.

18           THE COURT: The deposition, not the court  
19 transcript.

20           MR. CLEMONS: I can't get a copy of the  
21 audio deposition. They -- they -- they -- the  
22 audio. I went to the deputy director in the  
23 department of justice in Columbia.

24           THE COURT: They wouldn't have anything  
25 to do with depositions.

1 the defendant. If they tip even slightly in favor  
2 of the plaintiff, your verdict would be for the  
3 plaintiff.

4 Ladies and Gentlemen, before we begin,  
5 I'm going to make a few additional comments.  
6 First, as I mentioned earlier, although I'm the  
7 only person who can tell you what the law is, you  
8 are the only people in this room who can determine  
9 what the facts are in this case. I do not have  
10 the right to indicate how I might feel about the  
11 evidence which is presented during the trial, and  
12 throughout this trial my intention will be to act  
13 impartially toward each party.

14 Secondly, from time to time, an attorney  
15 will object to some bit of testimony or evidence  
16 which the other side is seeking to present. Just  
17 like in sports or any other activity, there are  
18 certain rules that both sides must obey in  
19 presenting evidence. These rules have a purpose  
20 and that purpose is to ensure that the information  
21 you receive is trustworthy and reliable. An  
22 objection is just a procedure that is used for an  
23 attorney to call a possible violation of rules to  
24 my attention. And for this reason, you should not  
25 hold an objection against an attorney or a

1 that's the reason you have a blank copy. You had not  
2 decided to accept State Farm's counteroffer.

3 Q So I took it -- I took it home with me and I  
4 signed it and I brought -- and I brought it back.

5 A No, sir.

6 Q What did I do? What did I do?

7 A I left our office with it.

8 Q Okay.

9 A With the blank one.

10 Q Okay.

11 A On July the 6th, you came into our office,  
12 you signed that amendment of the application. You  
13 signed a revised life illustration, and we had a  
14 lengthy conversation.

15 Q And I signed it in front of your face.

16 A Absolutely, sir.

17 Q Excuse me.

18 MR. CLEMONS: Your Honor, can I approach  
19 the bench?

20 THE COURT: Okay.

21 MR. CLEMONS: Mr. Norris, you want to  
22 join us?

23 Well, here I go. Okay. Miss Peggy, have  
24 testified under oath in her deposition that she's  
25 saying now I signed it in front of her face.

1 this is not my signature. Now, you could call it what  
2 you want and you can deny it all you want, but it's  
3 not my signature. And my wife --

4 MR. NORRIS: Same objection. He's  
5 testifying.

6 THE COURT: Sustained.

7 MR. CLEMONS: Okay.

8 THE COURT: Ask a question.

9 MR. CLEMONS: Okay.

10 BY MR. CLEMONS:

11 Q This is not my signature.

12 THE COURT: That's not a question.

13 MR. CLEMONS: Oh, okay. Okay.

14 BY MR. CLEMONS:

15 Q So you're saying that this is my signature?

16 A Mr. Clemons, you know that I am saying, and I  
17 have said on many occasions, I do not witness a  
18 signature that I did not personally see. And I  
19 personally saw you, Mr. Clemons, sign it.

20 Q Miss Peggy -- well, can anyone come into your  
21 office and sign for someone else? Is that -- is  
22 State -- do State Farm allow you to allow anyone to  
23 sign for someone?

24 A There are many circumstances in which there  
25 is legal paperwork that gives somebody the ability

1 to sign for somebody else. It might be company  
2 records or officers. It could be any number of  
3 things. But in the instance of a life policy,  
4 when it says -- what does it say that has to be  
5 the signature of? It has to be signature of  
6 applicant. Who was the applicant. You,  
7 Joe Clemons, were the applicant. You and only you  
8 and nobody else had the authority to sign those  
9 two documents.

10 Q Miss Peggy, I was not in our office.

11 THE COURT: No. Questions only.

12 MR. NORRIS: Objection.

13 MR. CLEMONS: Okay. All right.

14 BY MR. CLEMONS:

15 Q Let's see what other questions I have.

16 Okay. All right. Now, this copy here, not  
17 my signature.

18 THE COURT: Ask a question.

19 BY MR. CLEMONS:

20 Q Yeah. Well, you're saying this is my signature  
21 also?

22 A Yes, sir.

23 Q And when did I sign this and where did I sign  
24 this?

25 A When you came into my office on that

1 particular afternoon, Mr. Clemons, you had on a  
2 form of attire that I had never you seen in. I've  
3 always seen you to be a very sharp, fastidious  
4 dresser. If you had on blue jeans, they had a  
5 crease that was so sharp.

6 On this particular day, you came in  
7 wearing a pair of coveralls. There was a slight  
8 fuel or a diesel oil smell, but not terribly  
9 offensive. However, you refused to sit in a chair  
10 because they were upholstered chairs and you  
11 apologized and said, Miss Peggy, I don't want to  
12 mess up one your chairs. I'll just sign this  
13 standing up, and that is what you did.

14 Consequently, after that, I walked out in  
15 the hallway discussed that with my office and we  
16 made the decision to take those upholstered chairs  
17 out of my office because we did not want anybody  
18 to be too uncomfortable to sit and conduct  
19 business.

20 Does that help you any remember that?

21 Q No, ma'am.

22 A It should.

23 Q This is not my signature.

24 A You know, we can come to this impasse all day  
25 long. When I witness something, it is their

1 A Correct.

2 Q And did you do that?

3 A Yes, sir.

4 MR. NORRIS: All right. Your Honor, I'd  
5 like to introduce this as Defendant's Exhibit 2.

6 THE COURT: Any objection to Defense 2  
7 being admitted, Mr. Clemons?

8 MR. CLEMONS: Yes, I do.

9 THE COURT: Okay. On what basis?

10 MR. CLEMONS: This document here, I have  
11 never seen it. It's falsified. This document  
12 here is something they fabricated and put it  
13 together, because the application -- the  
14 application, I got it at home, and I never --

15 THE COURT: Well, you're not waiving your  
16 right to make an argument about later, it's just  
17 whether or not --

18 MR. NORRIS: I object.

19 THE COURT: Okay.

20 MR. CLEMONS: I object because this is a  
21 false document.

22 THE COURT: All right. Over the  
23 objection, it will be admitted as Defense Number  
24 2.

25 (DFT. EXH. 2, Life insurance illustration,

1 minute.

2 MR. CLEMONS: He seems like he is telling  
3 her what he wanted her to understand instead of  
4 asking a question.

5 THE COURT: Well, he can lead a little  
6 bit on cross-examination. Only on cross, as  
7 opposed to direct, under the rules.

8 Okay, go ahead.

9 MR. NORRIS: All right. I can't remember  
10 what I said.

11 BY MR. NORRIS:

12 Q So when you gave this document to Mr. Clemons,  
13 what did he do?

14 A I can't tell you for sure what he did with  
15 it. He had a couple weeks -- we had 30 days to  
16 get an acceptance back to State Farm if he was  
17 going to accept it. And so between that time and  
18 July the 6th when he came in to actually sign the  
19 documents, apparently he made the decision to  
20 accept it for the time being.

21 Q Did he come to your office on July 6, 2010?

22 A Yes, sir.

23 Q Now, did he just show up unannounced, or did he  
24 call beforehand and say, hey, I'm coming by, or what?  
25 How did that work?

1 A I can't swear to accurately -- which one. I  
2 simply know that he came. And whether he called  
3 ahead of time to make sure I was there, I don't  
4 know.

5 Q Okay.

6 MR. NORRIS: I'm going to mark this,  
7 please, ma'am, as Defendant's Exhibit 4.

8 (DFT. EXH. 4, Amendment of application, was  
9 marked for identification.)

10 BY MR. NORRIS:

11 Q I'm going to show you Miss Pinnell what the court  
12 reporter has marked as Defendant's Exhibit 4. Would  
13 you tell the jury what that is?

14 A This is a faxed copy of the amendment of  
15 application that Mr. Clemons signed on July the  
16 6th. And basically it says, "I agree this  
17 amendment will control over any conflicting  
18 language contained in the application. The  
19 consideration for this amendment is the issuance  
20 of the policy with the agreed upon changes." I  
21 should have referenced those first.

22 Q Please read what's above that?

23 A The title is Amendment of Application, and it  
24 says, "I, Joe Clemons, amend my application dated  
25 May 21, 2010 as follows: Issued without waiver of

1 premium benefit rider."

2 Q Okay. And did he come by your office and sign  
3 this?

4 A Yes, sir.

5 Q Did he sign that in your presence?

6 A Absolutely.

7 Q Do you have any doubt about that?

8 A Absolutely none.

9 Q Now, how is it that you happen to remember  
10 something that happened 11 years ago?

11 A Well, Mr. Norris, in all honesty, if I didn't  
12 remember a thing about it, I could tell you that  
13 he signed it in the my presence because, in almost  
14 39 years, I have never witnessed a signature that  
15 I did not witness. However, because of the  
16 circumstances that I already mentioned on that day  
17 with the very different attire, and the feeling  
18 that we had made an uninsured uncomfortable for a  
19 reason that could be avoided, and moving all the  
20 office furniture around, there's no way that I  
21 could ever forget that.

22 Q Okay.

23 A People in Moncks Corner think they can come  
24 in whether they don't like my hair or not. They  
25 certainly can come in whether they don't like my

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9 Peggy H. Pinnell Agency, Inc.,  
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11 and State Farm Life Insurance Company,  
12  
13 Defendants.

14

15

16 August 24, 2021  
17 Moncks Corner, South Carolina

18

19 B E F O R E:

20 The HONORABLE JENNIFER MCCOY

21

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

23 Joe Clemons, Pro Se plaintiff  
24 Charles Norris, Representing the defendants  
25 Katie Mellen, Representing the defendants

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32

1 that we were talking about -- the document that was  
2 saying we was accepting the policy -- that we was  
3 accepting the policy of the -- what you call it? The  
4 revised version of the policy. And this is not the  
5 one that was talking about where you -- it was  
6 accepting the amendment to the policy. Because  
7 there's two different issues. Let me get my paperwork  
8 here so I can get you up to speed on exactly what I'm  
9 talking about.

10 Here we go. Now, there's -- there's  
11 three different signatures signed that is  
12 important to this case. And, you know, Mr. Norris  
13 passed these out yesterday, so I wouldn't have to.  
14 These are his copies. All I'll just go over it.  
15 There you go.

16 THE COURT: Mr. Clemons, just for the  
17 record, this will help us, if you can tell us what  
18 you're having her look at. They should have  
19 little sticker labels on them.

20 MR. CLEMONS: All right.

21 THE COURT: Defense exhibit numbers. The  
22 numbers on those stickers, what do those say? Can  
23 you see those? It might be tough in black and  
24 white.

25 MR. CLEMONS: Oh, yeah. Let me put eyes

1 on.

2 THE COURT: Be careful.

3 MR. CLEMONS: I got my contacts in. But,  
4 you know, I got lying eyes and sometimes I got to  
5 help my lying eyes out. This, they call it  
6 Clemons Exhibit 3.

7 THE COURT: Okay, thank you.

8 MR. NORRIS: Is that a trial exhibit or a  
9 deposition exhibit?

10 THE COURT: I think it's the exhibit he  
11 said that you introduced yesterday, so it would be  
12 Defense Exhibit 3.

13 MR. NORRIS: Okay.

14 THE COURT: Am I wrong? I thought --

15 MR. NORRIS: I just wanted to make sure.  
16 His Exhibit 3 is the same thing as our Exhibit 3.

17 THE COURT: Let's double check. Maybe I  
18 shouldn't have assumed.

19 MR. NORRIS: Maybe the best thing to do  
20 is for him to use the exhibits I introduced  
21 yesterday.

22 THE COURT: That's what I though he was  
23 doing.

24 MR. NORRIS: No, he had something else  
25 over there.

1 THE COURT: Okay. Now, he's got the  
2 court reporter, so we should be good.

3 MR. CLEMONS: This is what we call --  
4 Mr. Norris, this is Exhibit 5.

5 THE COURT: Perfect, thank you. I see  
6 the original sicker on it. All right.

7 BY MR. CLEMONS:

8 Q Exhibit 5, and is this your handwriting?

9 A Yes. That was established early on, yes.

10 Q And where and when can you -- where, when did you  
11 sign this? Do you know -- do you have any  
12 recollection of when, where that you might have signed  
13 this?

14 A No.

15 Q But you know that you have been in Miss Peggy's  
16 office --

17 A Yes.

18 Q -- on a number of occasions signing stuff, because  
19 these paper here, over here prove the fact -- you all,  
20 forgive me for not being as organized as I need to be  
21 because I was planning on to ask Miss Tina to come to  
22 the stand, and she is not here. And they changed  
23 where I can't depose Miss Tina and Miss Peggy.

24 MR. NORRIS: Objection to this  
25 commentary.

1 MR. CLEMONS: Okay.

2 THE COURT: Jury, just strike the last couple  
3 comments by Mr. Clemons. Don't give them any weight  
4 whatsoever.

5 Go ahead, Mr. Clemons.

6 BY MR. CLEMONS:

7 Q Well, you know -- are you familiar with this paper  
8 here. Have you seen this before?

9 A Yes.

10 Q And where did you see -- first lay your eyes on  
11 these papers here?

12 MR. NORRIS: Again, Your Honor, what is  
13 he referring to? He's not using the exhibits from  
14 yesterday.

15 MR. CLEMONS: I'm referring to the --

16 THE COURT: Just have her identify what  
17 they are.

18 MR. CLEMONS: Okay.

19 THE COURT: If she knows what they are.

20 MR. CLEMONS: Okay.

21 THE COURT: Or you can help her, if you  
22 need to. And she can look at them. Go from  
23 there.

24 BY MR. CLEMONS:

25 Q Can you tell me what this -- what it is and what

1 it is about?

2 A Yes. We had a deposition with Mr. Norris,  
3 and he had copies of signatures which was on these  
4 papers here and we had to identify which ones  
5 was -- my husband identified by himself which ones  
6 was his, and I had to identify which one was  
7 mine.

8 Q By yourself?

9 A By myself, yes.

10 Q And what was -- and so -- and so about how many  
11 were yours? And I guess I'll want you to figure out  
12 how many was yours. I can figure out how many was  
13 mine.

14 A Right.

15 Q Well, how many do you think, so you don't have to  
16 count them, was yours? You don't have to go back  
17 through, because you've --

18 A The majority of them was mine.

19 Q Well, it could have been --

20 A It could be about even.

21 Q Yeah.

22 A It could have been about even.

23 Q Okay. And apparently those signatures was  
24 transferred -- what's the proper word for when you,  
25 you know, transfer or relocate or -- you got a

1 technology -- technological word for that?

2 A Transfer.

3 Q -- transferred to these documents. So,  
4 apparently, it had to come from a document with our  
5 signatures on it.

6 THE COURT: Are you asking her a  
7 question?

8 MR. CLEMONS: Okay, yeah.

9 BY MR. CLEMONS:

10 Q And did you get to see the original where these  
11 signatures was coming from?

12 A No, no. I only got the copies of the  
13 signatures, but where did they come from was not a  
14 physical -- was not -- was not brought to our  
15 attention or to the case.

16 Q I mean, I could -- we could pull the deposition  
17 from -- from -- from yours. We could pull the paper  
18 from the deposition, and where Mr. Norris, at one  
19 point -- it was -- in the deposition, it was  
20 describing that we had original copies.

21 MR. NORRIS: Objection. Objection to --

22 MR. CLEMONS: Okay.

23 MR. NORRIS: -- saying what I said in a  
24 deposition.

25 THE COURT: Sustained.

1 BY MR. CLEMONS:

2 Q Okay. So now, Miss Clemons, had -- could you --  
3 do you know what this document is?

4 A This is a term conversion form.

5 Q Oh, so that's the application.

6 A Appli -- yes.

7 Q Yeah, that's the application. They got it at the  
8 top? That's the application.

9 A This is the form.

10 Q Right.

11 A Yes.

12 Q That's the form.

13 A It looks like the application.

14 Q Oh, the conversion form. Yeah.

15 A Yes.

16 Q Yeah, because when I got -- because when I was  
17 transferring my '08 policy to the new policy, I had to  
18 -- I had to -- I had to fill that out.

19 So is that your signature?

20 A No.

21 Q Okay. All right. All right. It's my signature.

22 Okay. Now -- and we already established that  
23 this is your signature on -- this is -- so who's  
24 signature is this on -- and what is on the top of  
25 that? This is the -- this is the con- -- the

1 conversion. No, this is the policy. The revised  
2 version policy signature of acceptance. This is when  
3 you accepting the revised version of the contract and  
4 that is your signature.

5 A Correct.

6 Q But you don't remember exactly when and where you  
7 signed it?

8 A Correct.

9 Q Okay. All right. Now, what about this signature  
10 right here? Tell me what this paper is, and what is  
11 that?

12 A This is amendment of application.

13 Q Okay. And whose signature is that?

14 A This is mine.

15 Q But you can't remember signing that, or you can't  
16 remember when you signed it, if you signed it, was it  
17 signed? Or what do you think -- describe what you see  
18 on this paper here. Tell me what you think.

19 A Well, as I said before with Mr. Norris, it  
20 looks -- honestly, it looks like a cut and paste.  
21 It really do.

22 Q And what's a cut and paste?

23 A It -- and because I'm a business teacher --  
24 was, this -- it shows -- the paper is just not  
25 right. The paper is 8 and a half by 11.

1 MR. NORRIS: Your Honor, excuse me. I  
2 have to object. She's not on expert witness on  
3 some alleged theory of cut and paste or  
4 manipulation of documents and is expressing an  
5 opinion about whether something is a cut and paste  
6 job. I don't think she's qualified to do that.

7 THE COURT: I'll allow it to a limited  
8 circumstance.

9 MR. CLEMONS: Can I --

10 THE COURT: But she's already testified  
11 as to how she -- what she thinks, and now you can  
12 keep going with it. Go ahead.

13 MR. CLEMONS: Okay. I don't have to  
14 comment on that.

15 THE COURT: No.

16 BY MR. CLEMONS:

17 Q Okay. Now, so -- okay. So this paper here has  
18 your signature. And these -- so -- okay, these are  
19 all right. And -- okay. So we had -- so we got three  
20 papers here we're dealing with. We're dealing with --  
21 we're dealing with the three signatures of my name.  
22 One I signed, and this is for the application for the  
23 policy, my signature. These two copies here, one is  
24 to accept the revised version, the contract, you  
25 signed. Yes or no?

1 A Yes.

2 Q Okay. You got to stay with me now. And this one  
3 is the amendment with all the fine changes I told you  
4 to -- you know, how it been changed, and the fonts,  
5 and everything else different from the original. I  
6 showed you all that yesterday. We don't have to get  
7 into that. Because it had the raised State Farm  
8 symbol on it and everything that never was signed. So  
9 this is the one that it's really what this case is  
10 about, this signature. And this is your signature.

11 A Yes.

12 Q Okay. Now -- now, let's go to this.

13 MR. CLEMONS: Your Honor, I want to -- of  
14 course, Mr. Norris, I want to take all these and  
15 deal with them one at a time.

16 Your Honor, this is a copy of our --

17 THE COURT: What do you want to do with  
18 this?

19 MR. CLEMONS: I want her to --

20 THE COURT: Come back here and talk to me  
21 real quick about it before you get into it. What  
22 are you getting ready to do with this?

23 MR. CLEMONS: No, I thought I'd just --

24 THE COURT: This is a pleading. This  
25 isn't evidence.

1 MR. CLEMONS: Say it again.

2 THE COURT: This is court pleading. This  
3 is just a -- it's not evidence or anything like  
4 that. What are you trying to do with this?

5 MR. CLEMONS: Well, I really -- this is  
6 for verification and validation of what been  
7 already established in this court.

8 THE COURT: No, sir. This is a lawyer's  
9 document.

10 MR. CLEMONS: No. Do you see -- do you  
11 see on the side right there, this already been  
12 registered in you all's system.

13 THE COURT: I understand that, but it's  
14 not evidence in a trial. That's different. This  
15 is a lawyer's work product. This has -- this is  
16 not testimony. This is not evidence in a trial.  
17 I'm not sure what you're trying to do with it.

18 MR. CLEMONS: Well, Miss -- Your Honor,  
19 last year in April, this was summary judgment. We  
20 came before you.

21 THE COURT: Right.

22 MR. CLEMONS: You ruled on this very same  
23 thing --

24 THE COURT: Right.

25 MR. CLEMONS: -- when Mr. Norris --

1 I don't understand, but, yes, ma'am.

2 THE COURT: Mr. Clemons, listen, I'm  
3 sorry that you don't have an attorney sitting with  
4 you to explain everything to you, but, as I stated  
5 earlier, that's beyond my job and what I'm allowed  
6 to do ethically. Okay?

7 MR. CLEMONS: Yes, ma'am.

8 THE COURT: All right. Thank you. We'll  
9 be at ease.

10 (A break was taken from 11:32 a.m. to 11:49 a.m.)

11 THE BAILIFF: All rise. Court is back in  
12 session.

13 THE COURT: Thank you. Please be seated.

14 All right. I've had time to do some  
15 research. Obviously, did some last night as well. I  
16 always research during trials, and did some follow-up  
17 research now. And in considering the arguments set  
18 forth by the parties and the attorneys, I am going to  
19 direct a verdict as to all remaining causes of action  
20 under the main umbrella -- point that there's been  
21 zero evidence set forth in this trial of any damages,  
22 and that's, obviously, a critical element of all the  
23 causes of action pled by the plaintiff.

24 I will go through and delineate a little  
25 bit more specifically further reasoning as to each

## CERTIFICATE OF REPORTER

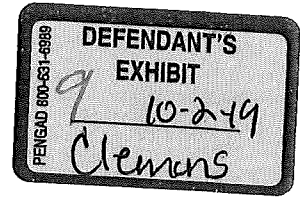
1  
2  
3 I, SHARON G. HARDOON, Official Circuit  
4 Court Reporter, III for the State of South Carolina at  
5 Large, do hereby certify that the foregoing is a true,  
6 accurate and complete Transcript of Record of the  
7 proceedings had and evidence introduced in the trial  
8 of the captioned case, relative to appeal, in the  
9 Court of Common Pleas for Berkeley County, South  
10 Carolina.

11  
12 I do further certify that I am neither kin,  
13 counsel, nor interest to any party hereto.  
14  
15  
16  
17  
18

19 December 5, 2021  
20  
21  
22  
23  
24  
25

-----  
Sharon G. Hardoon, CSR  
Official Circuit Court Reporter, III

COPY



Part (D) - Term Conversion Form

To: [X] State Farm Life Insurance Company [ ] State Farm Life and Accident Assurance Company
Re: Policy Number(s) 2573-9762 Name of Insured Joe Clemens

CONVERT 250,000 Select Term (Plan and Amount) to 250,000.- 15 Pay Life (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? [X] Yes [ ] No APL/AGAL: (not applicable to Universal Life)
Is the Principal Insured currently disabled? [ ] Yes [X] No APL Provision elected, if applicable? [ ] Yes [ ] No
CAL Provision elected (Assurance Co only) [ ] Yes [ ] No

Tobacco Use:
In the past 12 months, have you used tobacco, or any other nicotine products? PI [ ] Yes [X] 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 [X] Special Monthly PAC

SFPP Account Number - 1134 7094 27

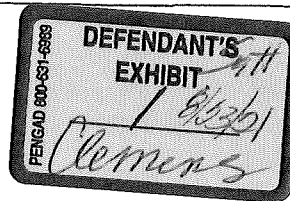
ADDITIONAL ITEMS NEEDED (Additional forms must be signed by the owner of the NEW policy)

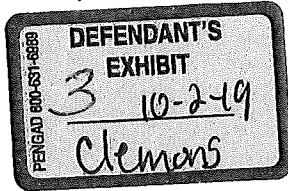
- W-9 Form
Bank Disclosure Form (if applicable)
Change of Beneficiary request (required for Additional Insured and CTR conversions)
State Replacement Form (if applicable)
Illustration (if applicable)

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, Signature of Principal Insured (Joe Clemens), Signature of Additional Insured, Signature of Agent as Witness (Digger H. ...), Agent's Code Stamp (J342, 40.1913)





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8900 Amberglen Blvd  
AUSTIN TX 78729-1110

June 7, 2010

Joe Clemons  
2202 Addidas St  
EUTAWVILLE SC 29048

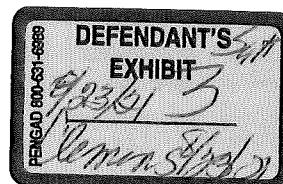
Proposed Insured: Joe Clemons  
Applicant: Joe Clemons  
Application: LF-2805-9088

Thank you for your recent application to State Farm for life insurance.

After reviewing the application carefully, we are able to extend an offer of life insurance without the Waiver of Premium for Disability benefit rider.

The decision is due to medical history of rheumatoid arthritis.

Kendall Walker  
UNDERWRITER



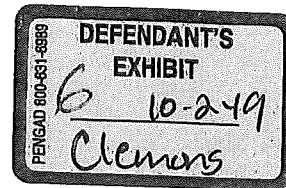
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State Farm Insurance Companies



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 Donalds Corner SC

[Signature of Peggy A. Dineen]

[Signature of Joe Clemons]

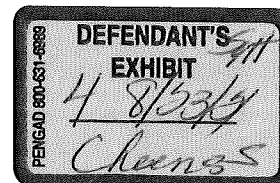
Signature of Agent as Witness

Signature of Applicant or Owner

IC009 231-1634.3

Policy No. 28059088

AFWJ



COPY

DEFENDANT'S EXHIBIT 2 10-2-19 Clemens

REVERSE LIFE INSURANCE ILLUSTRATION

Plan: 13 Pay Life
FORREST JOE CLEMENS
Male, Age 30

Date: JUNE 8, 2010
Policy Date: JUNE 7, 2010
Policy Number: 1101-9031

Dividend Option: Accumulate Dividends
Premium Mode: Special Monthly

Table with columns: Year, Age, Guaranteed Values (Annualized Contract Premium, Guaranteed Cash Value, Guaranteed Death Benefit), Non-Guaranteed (Annualized Premium Outlay, Cash Surrender Value), Total Annualized Death Benefit, and Illustration Values (Cash Surrender Value, Total Annualized Premium Outlay). Rows show data for years 5, 10, 15, 20, 30, and 50.

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.

Signature of Joe Clemens
Applicant

Date: 7/6/10

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.

Signature of Agent
Agent

Date: 7-6-10

DEFENDANT'S EXHIBIT 5 8/23/11 Clemens

COPY

REVISED LIFE INSURANCE ILLUSTRATION

Plan: 15 Pay Life

Date: JUNE 8, 2010

Insured: JOE CLEMONS  
Male, Age 50

Policy Date: JUNE 7, 2010

Policy Number: 2805-9088

Initial Death Benefit: \$ 250,000  
Premium Mode: Special Monthly

Agent: PEGGY H PINNELL  
PEGGY H PINNELL INS AGCY INC  
PO BOX 1201  
MONCKS CORNER  
SC 29461  
(843)761-8160

SUMMARY OF ILLUSTRATED COVERAGES AND PREMIUM

Benefits and Riders:	Special Monthly Premium Mode:
\$ 250,000 15 Pay Life, Non-Tobacco	\$ 846.95
	-----
TOTAL INITIAL PREMIUM:	\$ 846.95

DESCRIPTION OF COVERAGE

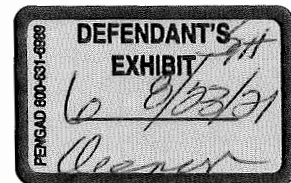
Plan 15 Pay Life (Form Number 07002-40) is a whole life insurance policy with premiums payable for 15 years. This policy is participating and is eligible to receive dividends.

DEFINITIONS

Non-Tobacco Available for those who do not currently use tobacco or other nicotine products and have not used tobacco or other nicotine products within the 12-month period prior to application.

Annualized Contract Premium The premium that is due each policy year. This amount must be paid to keep the policy in force based on policy guarantees.

Non-Guaranteed Intermediate Values Figures include dividends which are illustrated according to one half the current scale and are not guaranteed. Dividends are based upon the mortality, expense, and investment experience of the Company. Actual dividends may be more or less than those illustrated. Beginning at the end of year 10 the CASH SURRENDER VALUE and TOTAL DEATH BENEFIT columns include a DMS dividend. This dividend is available at death, maturity, or surrender of the policy. The intermediate values are not guaranteed. They demonstrate the impact of changes in Company experience.



State Farm Life Insurance Company  
One State Farm Plaza  
Bloomington, IL 61710

**RECEIVED**

**Oct 10 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

October 11, 2022