RECEIVED
Oct 01 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Appellate Case No. 2023-001889
Case No. 2020-CP-23-01458

Beverly Taylor, Marvin Taylor and Ada Alvarez, individually and on behalf of all similarly situated individuals, ... Respondents

v.

Raymond A. Wedlake a/k/a R. Allan Joy, ... Appellant

BRIEF OF APPELLANT

R. Allan Joy
216 Ashcroft Lane
Simpsonville, SC 29681
Tel: 864-356-5736
ra14joy102@proton.me
Appellant *(Pro Se)*

October 1, 2024

Emily O'Brian, Esq.
Campbell Teague LLC
16 W. North Street
Greenville, SC 29601
Tel: 864-326-0597
emily@campbellteague.com
Attorney for Respondents

Table of Contents

Table of Authorities

Cases

Rules

Constitution of the United States

Statutes

By-Laws

R. Allan Joy (Appellant *(Pro Se),* f/k/a Raymond A. Wedlake) submits this Brief as part of Appeal after Jury trial for Case 2020-CP-23-01458 (C1458). The abbreviation "T." is used to denote "Transcript of Record" (T.); later "Record on Appeal" (R.). Plaintiffs' exhibits are denoted by "P-nn". Defense exhibits are denoted by "D-nn". The "South Carolina Code of Laws" is denoted by "Code" or by "Law". Reference to Case 2019-CP-23-00269 is denoted by "C0269".

ADMINISTRATIVE HISTORY

On 03/09/20, C1458 (R. pp.4-10) was filed. Starting on 11/27/23, C1458 came to Jury trial which ended on 11/30/23. On 12/01/23, the Judge presiding over trial issued his Order (Form 4, R. p.1). On 12/05/23, Appellant filed his "Notice of Appeal" (R. p.371).

OVERVIEW

Similar to filing of C1458 done without any supporting exhibits nor evidence, Counsel for Respondents (Counsel) presented very little pertinent content during trial. Instead, Counsel focused upon eliciting an emotional response from the Jury. Such was done by outright **prevarication** by Counsel – based upon information and belief - **misleading the Jury** with prevaricative claims, "twisted facts", and impertinent evidence. Appellant objected to all Plaintiffs' exhibits entered into evidence. The Court overruled, allowing what Appellant believes to be **inadmissible** evidence. **Even before** Appellant stood up to say one word in his defense, and to present defense exhibits, tactics used by Counsel had already elicited an emotional response, which convinced the Jury to think that they needed to punish a law-abiding citizen for standing up for his Constitutional rights. The Jury's verdict denied Appellant "… equal protection of the laws" ("The Constitution of the United States", Amendment XIV,

R. p. 373). As related to previous judicial actions brought by Appellant, the Jury's verdict made a mockery of the fact that Appellant has a Constitutional right "… to petition the Government [Judicial Branch] for a redress of grievances." ("The Constitution of the United States", Article the third, R. p.373).

STATEMENT OF ISSUES ON APPEAL

A) The Jury erred with **ERROR OF FACT** by ignoring Appellant's factual evidence

B) The Judge erred with a deficient charge to the Jury, which left jurors devoid of facts needed for proper deliberation, with resulting **ERRORS OF FACT**.

C) The Jury erred with **ERROR OF FACT** by ignoring aspects of the Judge's charge

D) Plaintiffs' Exhibits do not support claims made by Counsel, nor do Plaintiffs' Exhibits support claims made by Plaintiffs' witnesses

D1) Plaintiffs' Exhibits that Appellant authored were misrepresented to paint Appellant in a false light, to mislead the Jury

E) The Jury erred with **ERROR OF FACT** by ignoring Plaintiffs had no standing

F) The Judge abused his discretion by ignoring *Voir Dire* desired by Appellant

STATEMENT OF THE CASE

C1458 dealt with damages sought by Respondents, as Members of Woodington Homeowners' Association, Inc. (WHOA), which were imposed upon them by the Board of Directors (Board) of WHOA. C1458 Complaint (R. pp.4-10) presented misrepresentations of truth, and fact. The Complaint did **not** file a single, substantiating exhibit. Without evidence that supports **false** claims, they must be disregarded and discounted as **in**admissible, and stricken by the Court (Judicial Notice to Rules 103(c), 105, 401, 402, SCRE; Judicial Notice to Rule 12(f), SCRCP).

Evidence presented by Appellant contradicted many Complaint claims, which Appellant finds are **PREVARICATIONS.**

Appellant suspects violations of Law with the filing of C1458. One of Plaintiff's witnesses admitted – based on information an belief - that a bribe was offered by Counsel, to allow Counsel to bring C1458 (R. p.29 ll.5-7). The Law prohibits a law firm from soliciting clients, in order to file a case in Court. The Law prohibits barratry:

> SECTION 40-5-350. Soliciting legal business unlawful.
> SECTION 16-17-10. Barratry prohibited.

Appellant believes that a high probability exists that this case was filed as a result of "Soliciting …", and/or " Barratry", because the Taylors (two-named Plaintiffs) historically supported Appellant in his quest to bring actions of the Board into compliance with the Law, and with the Covenants and By-Laws. In the past, Mr. and Mrs. Taylor supported Appellant by making him their Proxy {Exhibit BOA.2 – judicial notice to a Court document}.

STANDARD OF REVIEW

Appellant presented a preponderance of evidence giving pertinent **facts** to the jury. A short period of time for Jury deliberation, along with a completely unreasonable verdict – the Jury got it wrong – led to this appeal. By any **reasonableness standard**, a Jury is bound to be a "… finder of fact …", and **must not** proceed to a verdict with misunderstanding and/or misapprehension of the **EVIDENCE** before it. They must discern the true facts as presented to them in the evidentiary record. A Jury can **not** base their verdict upon testimonial **hearsay** from unqualified or unreliable witnesses, nor from witnesses with whom the Board had tampered by holding Special Meetings to "brainwash" them. The Jury abrogated their role by **not** discerning **hearsay**, particularly when **no evidence** supported witness testimony.

The Jury's verdict being inconsistent with **EVIDENCE** presented to them, resulted in an outrageous award given by the Jury, flowing from an **emotional response**. Given the facts and **evidence** presented to the Jury, they were informed that Appellant's prior cases sought effectively **ZERO DOLLARS** in damages against the Board. Appellant sought **no** damages from WHOA members, **no** damages from named Plaintiff's **nor** from Plaintiff s' Class (except Board-Class members), where Appellant contends that $1 or $0 are effectively irrelevant. For the most part, Plaintiff s' Class members were **never involved** in any prior judicial action. Named Plaintiffs **never** served on any Board. As such, legally Plaintiffs and Plaintiff's Class had **no legal standing** with which to justify their case.

Evidence **proved** Appellant did **not** cause damage to Plaintiffs. C1458 was based upon a presumption that Appellant forced the Board into Court. Evidence **proved** that Appellant gave the Board many opportunities to "come to the table" with intent to resolve differences, and to avoid judicial actions in Court. It was the Board who annulled most all of Appellant's meritorious efforts to negotiate, mediate, and to resolve issues without a need for Court. Such factual **EVIDENCE** before the Jury was **ignored**.

Plaintiffs did **not** prove basic requirements for the Jury to find for them. Nothing more than opinionated **hearsay** showed any "ulterior motive(s)" that can be attributed to Appellant. That is: no substantive evidence was presented to the Jury showing even a remote possibility of anything representing "abuse of Court" by Appellant. Communications within WHOA, to its Board and to WHOA members, do **not** constitute abuse of Court by Appellant. Internal-WHOA communications can **not** remotely be termed, much less possibly be found to be,

abuse of Court by Appellant, even with wildest-imaginative misunderstanding and misapprehension, on the part of the Jury.

ARGUMENT

A) The Jury erred with ERROR OF FACT by ignoring Appellant's factual evidence

1. The Covenants (R. pp.126-136) **prohibit** the Board from running up tens of thousands of dollars in legal fees, and then imposing a Special Assessment upon WHOA Members to pay for the Board's legal fees. Firstly per the "Covenants", the Board is empowered – **only** - to expend non-budgeted money for "… maintenance and upkeep of any improved or unimproved lot …". Secondly, the Board is limited for what they can assess to members "… only in an amount equal to any sum or sums which had to be expended for that [lot expenditures] purpose. …". The Jury erred with misunderstanding and misapprehension of this provision in the Covenants.

> ARTICLE V: ASSOCIATION OF OWNERS
> (4) In the event the Homeowners Association's Board of Directors and Officers shall deem it necessary to expend any sum of money for the maintenance and upkeep of any improved or unimproved lot, the Board shall be empowered to levy a special assessment applicable to that lot, but only in an amount equal to any sum or sums which had to be expended for that purpose. … (R. p.133)

2. The Covenants (R. pp.126-136) **specifically authorize** any person to bring lawsuits against the Board. The Covenants are clear – any person can prosecute any proceeding at law. Consequently, Appellant's intent to improve WHOA and to bring benefits to its members via "last resort" filing of lawsuits, can **not** legally be characterized as "abuse", pursuant to the Covenants. The Jury erred with misunderstanding and misapprehension of this provision in the Covenants.

> If the undersigned, its successors or assigns, or any owner of any lot, their heirs or assigns, should violate or attempt to violate any of the covenants, conditions and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate described above to prosecute any proceeding at law or in equity against the person or persons violating … (R. p.127 par.1)

3. Had the Jury properly inspected "Exhibit X - List of all e-mails" (R. pp.137-138), they could **not** possibly have accepted prevaricative contentions and testimony - based upon hearsay, that is: not supported by evidence before the Jury - that Appellant contacted the Board to further his own agenda and to cause damage to WHOA. Highlights of a proper inspection reveal:

3a) less than 2 e-mails per week were sent;
3b) several e-mails were from HOA **experts** - to educate the Board;
3c) several spoke of need for a "By-Laws Review Committee" (BLRC) - which the Board would **never** appoint;
3d) many asked for information, meeting schedule, and/or meeting minutes – which the Board generally **always kept secret**, to the detriment of transparency within WHOA ;
3e) an e-mail of 05/30/17 requested mediation – the Board initially would not participate;
3f) only towards the end of page 2, in late June, July, and August did Appellant make multitudinous effort to be sure the Board was completely informed that their **in**action – with further attitude towards Appellant of "get lost", "go soak your head", and "take a hike" - would leave no remaining option for Appellant other than judicial action to resolve differences; and
3g) note that a last-listed e-mail on 09/13/2017 conveyed a "Courtesy copy of Court Complaint", that was intended to give the Board another chance to come to the table to negotiate with intent to resolve – but the **Board still took no action** to avoid Court.

4. All of 3a-3g above give credence to Appellants' efforts to try to work with the Board to resolve differences in an attempt to avoid Court. Appellant **testified under oath** that his intent was always to improve the association, and to bring benefits to its members:

> … And I was stressing negotiations. And this was my purpose resulting in changing, benefiting all members of the WHOA, which was always the

> intent in which I had approached the board. But from my perspective, the board did not have any intent to accommodate anything or any thought that I had. And sure enough, they stonewalled every effort to have some improvements made to the association. (R. p.30 ll.24-25, R. p.31 ll. 1-6)

5. Appellant's attempt to avoid Court is further corroborated by a most courteous e-mail of 06/25/17: "One Last Opportunity to Resolve Open Issues" (R. pp.139-141), which again informed the Board that Court could be avoided, but which the Board ignored.

> … we have a **short window** to agree on private meetings **before such judicial action** is taken. This window can be used profitably to address our several open issues. (R. p.139 par.last)

6. One and **only one** time did a Board **deign to meet** with Appellant to consider understanding each other's positions. Appellant under oath testified to such (R. error of omission). After this one meeting, Appellant intended for the Board review and confirm a plainly-labeled, **preliminary draft** for meeting minutes (R. pp.142-146). The Board at that time would **not** continue to participate, and thereafter cemented their attitudes towards Appellant that included all of: "take a hike", "go soak your head", and "get lost". Appellant's under-oath-direct testimony shows (emphasis added):

> And the simple facts of the matter were, as I think I've **proven now in exhibits presented here**, that I tried many different times in many different ways to avoid litigation, but the board simply wouldn't hear it. And I believe in one of the questions in cross-examination, it came out that they kind of had an attitude of **take a hike**. We don't have to deal with you. We don't have to listen to you. We don't have to do anything that you want to do or that **you're proposing for improvements of the association to bring benefits to the members**. So that was the problem. (R. p.34 ll.23-25, and R. p.35 ll.1-8)

7. The Board rarely acted with **good faith**, which they are **required to do** under Law {Code Section 33-31-830(a)(1)}. Defense D-5 (R. pp.147-153) proves Appellant suggested mediation. Excerpts from D-5 of 08/17 and 08/29/17 "Notice of Pending Judicial Action", and of 09/13/17 "Courtesy Copy of Final Draft of Pending Complaint" confirm:

> **In view of the lack of responsiveness and good faith on behalf of the Board**, please be informed … (R. p.147 par.1)
>
> It continues to be apparent that I cannot expect **good faith from the Board, as none** has been shown to date. ... (R. p.150 par.2)
>
> To date the Board "has had your way", refusing to take actions which are **certainly in the best interest of the WHOA**, and **for the benefit of all WHOA members**. ... (R. p.150 par.last)

> As a final **courtesy before filing**, please find attached a copy of a Final Draft (except for references to Exhibits) of the pending Complaint on behalf of all Members of the WHOA, for Declaratory and Injunctive relief (R. p.152 par.1)
>
> All of the work above was such an unnecessary step. By working together, with the **Board** showing even a **modicum** of **good faith**, we could so easily have avoided court. (R. p.153 par.2)

> **In my ongoing effort to seek resolution of our differences without litigation**, the Board was sent an email on March 29, which questioned:
>
> "If the Board will not invite me to a meeting, may I welcome the entire Board to participate in non-binding mediation?" (R. p.148 par.1)

8. The Jury seemed to misunderstand and misapprehend that in a first case – 2017-CP-23-06301 (C6301) - Appellant sought "… declaratory judgment and declaratory relief …" (R. p.154 no.1) for six, simple questions {R. pp.154-155 1.(a-f)} related to interpretation of the By-Laws (R. pp.160-172). Stated explicitly is Appellant sought "Nominal Damages" (R. p.155 no.2) where "... it wasn't a money thing, it wasn't to punish anyone. It wasn't to create hardship on anyone.", to which Appellant reiterated in his under-oath testimony

(emphasis added):

> So -- and as we've covered already, that I sought a declaratory judgment of the bylaws questions. And I **only asked for nominal damages**, which my lawyer told me that that meant one dollar against Defendants. So it **wasn't a money thing. It wasn't to punish anyone. It wasn't to create hardship on anyone**. It was very simple questions of court, here's the bylaws. Here's what they say. Here is what we think should be done, based on what had happened in the association. And you see, again, this was the attorney who did this order. (R. p.33 ll.7-17)

9. Appellant repeatedly requested meetings with the Board, but the **Board** would **not** schedule meetings, nor answer questions, to attempt to resolve differences. An e-mail to the Board of 04/01/20 shows further violation of the By-Laws (R. pp.160-172) perpetrated by the Board – they did not schedule for me "... to be heard at a meeting of the Board", nor did they respond to my request for a "hearing" pursuant to the By-Laws (R. pp.160-172):

> Subject: RE: Need to Meet
> Date: Wed, 1 Apr 2020 08:39:47
>
> … my suggestion that a meeting is needed.
>
> However, yes, the Board received my letter of March 23 [File: rw0323eob- myreqsrev2.pdf]. Perhaps you forgot? This letter asked for questions to be answered. Still to date, no answers have been received. (R. p.156 par.2)
>
> Recently I received notice from the Board about "... please pay ...". This needs discussion in a meeting. With suspicion of what the Board is about, I request: "... to be heard at a meeting of the Board", pursuant to By-Laws Article XIII. If the Board will not meet, then I will request a "hearing" pursuant to By-Laws Article XI, Section 4. (R. p.157 par. 1)

10. Appellant tried to encourage the Board to be transparent about their actions and plans, but after a first and only meeting, all Boards continued their "talk the talk" misconduct – generally never responding to Appellant's request that they "walk the walk" via action:

> Subject: Re: Need to Meet

Date: Wed, 8 Apr 2020 21:23:43

Woodington Board:

> However, having the experience with prior Boards, is this a "talk the talk" (meaningless) statement, or is this a "walk the walk" promise to action? If you intend to "walk the walk" you must get Member approval **BEFORE** extensive legal fees are incurred. Please tell me when, and how, such approval will be sought by the Board. If you will not be transparent, and answer, then let's face it: your statement is nothing more than talk the talk! (R. p.158 par. 2)

11. The Jury with misunderstanding and misapprehension ignored that the Board – **not** Appellant – caused damage to Respondents. Invoices causing damage to Respondents came from the Board (R. pp.175-178).

11a) This **evidence** is **irrefutable** showing the **Board was responsible for 100% of damages**. Such can **not** be ignored by the Jury. Appellant can **not** vicariously be held responsible for actions of an independent third party, over whom Appellant had no control. The Law suggests such is true {judicial notice Code Section 15-38-15(A)}. The Jury made no attempt – based upon D-10 (R. pp.175-178) – to recognize the fact that Appellant "… shall only be liable for that percentage of the indivisible damages determined by the jury …". Such percentage for Appellant was **ZERO** !

11b) Appellant is a member of WHOA, that is: "the corporation". The Law is specific that Appellant is **not** personally liability for actions of the corporation (done by the Board):

> A member of a corporation is not, as such, personally liable for the acts, debts, liabilities, or obligations of the corporation.
> (judicial notice, Code Section 33-31-612)

12. Appellant asked the Board to "Please Agree to Avoid More Legal Fees" on 02/08/20 (R. pp.179-180), but consistent with the Board's attitude towards Appellant, the Board would

not agree. **Appellant offered to dismiss his Court cases**, which the Board ignored:

> With good faith on my part to dismiss my court cases, and with intent to save WHOA Members from more legal fees, a reply from "woodingtonhoa@gmail.com" was not on point. The reply made no attempt to address the issue to save Member[s] from more legal fees. (R. p.179 par.3)

13. Appellant asked the Board for clarification about "Your Fees ; 2019-CP-23-00269" on 02/28/20 (R. p.181); in addition, the Board ignored another request to meet. The Board also ignored that member approval was required:

> Please plan a meeting to meet with me to discuss to whom legal fees belong. Do they belong to WHOA? If so, are you authorizing payment from WHOA funds of additional legal fees? As I think all have agreed, you can't do that without Member approval for more than $1500, since no legal fees are contained in the Budget passed at the Special Meeting (except for McCabe, Trotter, and Beverly). (R. p.181 par.1)

14. Appellant tried again on 03/01/20 (R. p.182) to make the Board realize that legal fees needed to be controlled, but the Board simply "… opened the legal-fees floodgates …", made no attempt at control, nor did they forward to Appellant any authorizations:

> How shameful that "the Board" has, once again, opened the legal-fees floodgates, without even so much as making any effort or taking the time to try to understand, or to meet with me for this purpose, as I requested more than once!
>
> At this time, you must be sure that no attorney nor law firm "runs up their bill" without your _PRIOR APPROVAL_! Please be sure to forward to me all such approvals that you grant to anyone regarding authorizations to disburse WHOA funds for legal fees. (R. p.182 par.1-2)

15. Appellant on 05/10/20 sent to the Board his "Request for Information Relative to Legal Fees", to which the Board never responded:

> In previous correspondence, I made the Board aware of what I believe to be a "problem attitude" exhibited by the Board. On Saturday, May 9, 2020, I was appalled to hear this wrongful attitude emphatically confirmed by the Board. This happened as I retrieved posted mail from my mailbox,

in a brief chat with Board President Mona Craigo as she and her husband walked past my house. Please see as appended. (R. p.183 par.3)

[Appellant]: [retrieving mail at his mailbox, and waving a letter from the Boards' law firm] Your law firm continues to run up their legal bill.
[Mona/Jody Craigo]: You need to shut your mouth. We hope they [law firm] run up their bill a lot more!
[Appellant]: I live here; you are walking by my lot. I think we agreed that the Board cannot exceed $1500 without Member approval.
(R. p.184 Appendix par.1-3)

16. Appellant on 02/02/20 sent to the Board his "Proposed Settlement to Avoid More Legal Fees" (R. pp.185-191), to which the Board would not agree. This contact stressed: "… **AVOID MORE LEGAL FEES** …", but was ignored by the Board:

> On February 3, 2020, all the Board should receive Priority Mail which contains a settlement proposal, whose intent is to **AVOID MORE LEGAL FEES** being incurred by WHOA, that the Board will try to force WHOA Members to pay. (R. p.185 par.1)

17. Appellant on 09/24/20 sent to the Board a letter asking: "Please Attempt to **Mitigate Damages** per Your Fiduciary Duty to WHOA" (R. p.192), which was ignored by the Board:

> Please be informed that a "Motion to Dismiss" was **DENIED** for Appeal 2020-000438, related to 2019-CP-23-00269. Consequently, the law firm involved with this Appeal must now prepare an Initial Brief. Very likely, legal fees associated with Brief preparation will total tens-of-thousands of dollars. These fees do not, and cannot, belong to WHOA.
> The Board needs to take action to attempt to **"Mitigate Damages"** that may otherwise occur to WHOA. … (R. p.192 par.1-2)

18. Appellant on 09/25/20 followed up with the Board to remind them that: "Many Attempts to **Mitigate Damages** Were Ignored by the Board" (R. p.193). However, the Board took no action, nor did they acknowledge Appellant's many attempts to save WHOA members from more legal fees:

> Please recall a selected 13 of my previous attempts to **"Mitigate Damages"** that were proposed, but which have been ignored. Inaction by

the Board in this regard is a breach of your contractual duty, as well as a breach of your fiduciary duty to WHOA and to its Members. Date in 2020 is denoted below in a format of mmdd:

1. 0201 Proposed settlement agreement
2. 0202 Avoid more legal fees
3. 0210 2020 Board must act to save Members from more legal fees
4. 0213 RE: Please Agree to Avoid More Legal Fees
5. 0214 Did Board authorize these legal fees
6. 0228 Please reply ASAP for who is the party responsible to pay legal fees
7. 0301 Member approval is needed for more than $1500 legal fees
8. 0309 Questions to answer for mediation
9. 0401 Need to discuss "please pay"; Will the Board comply with By-Laws?
10. 0408 Need to work together
11. 0417 Answer mediation questions; take lawful actions
12. 0510 Board must use its authority and be responsible
13. 0518 Please disclose if authority for Appeal-legal fees was given to your law firm

Of these, many are still without answers but all of these are still "on the table" for the Board to consider, particularly **MEDIATION !** But, the Board continues to breach your contractual duty to act as the governing body of WHOA, and to breach your fiduciary duty to act to protect WHOA and to protect its Members from legal fees, in particular!

(R. p.193 par.2-3)

19. Appellant on 04/07/20 sent to WHOA members a letter (R. p.194): "Legal Fees Are Being Hidden From Members - Who is Going to Pay? - Discussion is Needed …", to inform them about accumulating legal fees that the Board was keeping secret and hiding from WHOA members. Appellant asked several questions of members, one being: "Are you going to stand by and do nothing while legal fees pile up?" . However, no member seemed interested in pursuing this information supplied by Appellant.

Again, the same thing is being done, as happened previously. The Board is accumulating **legal fees** that are being kept **secret** ! The Board continues to "run up the legal bill", **without required** Member approval. The By-Laws are clear, and they require:

ARTICLE X - EXPENDITURE OF FUNDS

Section 4: The non-budgeted expenditure of corporate funds in excess of One Thousand Five Hundred Dollars ($1,500.00) for any individual project must be approved by a majority vote of the membership at a

duly held meeting at which a quorum is present.
Are you going to stand by and do nothing while legal fees pile up? Can you guess who the Board will decide has to pay these fees? Do you imagine the implications of doing nothing? To date, legal fees are approaching **$150,000**, where Boards incurred all of this amount. **NONE** of this amount was **APPROVED** by Members before Boards did it, but Boards did it anyway, regardless of By-Laws requirements! Who is going to pay? Can you guess? Should not the Board, at least, be advising Members openly (as opposed to keeping secrets), in advance of incurring major expenses? (R. p.194 par.2)

20. Appellant on 02/14/22 sent to WHOA members a letter (R. pp.195-197): '**DO NOT PAY** for **ILLEGAL** "Assessment Invoice" Demand from the Board …'. This letter specifically advised members: "**NO MEMBER SHOULD PAY ANY AMOUNT TO WHOA**". For members who decided to ignore Appellant's advice, they did so of their own free will, with full knowledge that their own election to "… support the Board …" was something which they, and they themselves, must be responsible. After the fact to claim that Appellant was responsible for their own, free-will decision, has **no** basis in fact, **nor** in Law. Consequently, members who decided themselves to pay the Board's assessment can **not** legitimately claim to part of the Class who allegedly suffered damage at the hands of Appellant.

You probably received a letter from the Board dated 02/08/22. This Board letter tells WHOA members (Members) to "hurry up and pay" another "Assessment". The Board **CANNOT LEGALLY LEVY** this Assessment upon Members. **NO MEMBER SHOULD PAY ANY AMOUNT TO WHOA** as related to this demand. The Board's demand is both **ILLEGAL AND UNLAWFUL** - our "Covenants" do **NOT** give the Board power or authority to levy upon Members a **special assessment** for legal fees. … (R. p.195 par.1)

21. Appellant clarified with factual evidence that an invoice was received by the Board on 07/13/18 from McCabe, Trotter & Beverly, P.C. (R. pp.198-200). This date is well before the 11/09/18 ballot (R. p.258) that asked WHOA members for approval to be authorized to incur

such-legal expenses. Contentions to the contrary are anachronistic **ERRORS OF FACT**. Appellant's under-oath testimony confirms (emphasis added):

> MR. WEDLAKE: So Defendant's Exhibit No. 20 is an invoice from McCabe, Trotter & Beverly. And as I was saying, it's only the date that is pertinent there. So see, this happened on **7/13/2018**. ... (R. p.36 ll.6-9)
> ... The **vote to approve** [to expend] **these funds** was taken on **November 9th, 2018**. ... (R. p.36 ll.20-21)
> So, see, this was a **slight of hand after the fact** that the **board** ran up all this stuff and **did not have** [prior] **member approval**. But after the fact, they decided to ballot it.
> And **that is not proper**, per my understanding of the **bylaws** that was shown in the previous exhibit. (R. p.37 ll.3-7)

22. Evidence as pertains to "Deeds" (R. pp.289-290) as summarized after taken from official documents as filed by the "Register of Deeds" shows Counsel prevaricated with regard to contention that Appellant caused lower home values when properties were sold.

> Home values upon sale have appreciated within Woodington. Significant increases of sale prices above buyers prices are seen in **every sale**
> (R. p.207 last 2 sentences, referring to R. pp.289-290)

23. Counsel often contended that Appellant's cases were frivolous. The Jury ignored **evidence** that a claim of frivolous was heard and denied by the Judge (R. p.207). This is another instance of prevaricative intent on the part of Counsel.

> As regards "frivolous", though a favorite theme of Counsel but never presented with any supporting evidence, the Court addressed "frivolous" by **DENYING** such prevaricative claim: "… With respect to the frivolous sanctions lawsuit, I'm going to deny that motion. …" (R. p.207 par.2 referring to R. p.280 ll.23-25 - Transcript for C0269)

24. The Judge charged the Jury: "… And this [decision by the Jury] is to be based on the **evidence**. It's not to be based on any sympathy, any passion, any prejudice, emotion, anything outside the record. …" (R. p.42 ll.12-14). Appellant finds nothing in the record substantiating

an award of actual damages of $125,000, nor $250,000 punitive. Witness testimony suggested an award of actual damages should be about $51,000 (R. p.28 ll. 20-22). Later, a more inclusive value was stated as $52,000 (R. p.29 ll.8-14). Appellant laid a groundwork that he believes **proved** - based on his **testimony and evidence** – substantial **hearsay and prevarication** on the part of Counsel, and witnesses as led by Counsel. The Jury abrogated their role as a finder of fact, and made **no** attempt to recall the Transcript for witness testimony, **nor** to review Appellant's evidence in the detail required to realize that much of what Counsel put into the record was fantasy. Such aberration of justice by a Jury was a direct contradiction of the Judge's charge to them. Because the Jury was swayed by **all of: sympathy, passion, prejudice, emotion, and things outside the record**, the Jury's verdict can **not** stand.

25. The Jury with **ERROR OF FACT** awarded punitive damages. The Jury ignored the facts that Appellant "bent over backwards" in his attempts to work together with the Board to **avoid legal fees**. The Jury ignored the fact that **no** dispute resolution process existed within WHOA at the time lawsuits were filed (R. p.32 ll.13-16). The Jury ignored the fact that after a dispute resolution process came into being for WHOA, **no** additional lawsuits were filed (R. p.38 ll.5-19). A concept of punitive damages as a deterrent to dissuade Appellant from filing more lawsuits does **not** apply, after a dispute resolution process existed. A concept of punitive damages in order to punish a law-abiding citizen from exercise of Constitutional **rights**, and as specifically **lawful and allowed** pursuant to the **Covenants**, does **not** apply. In the event these arguments are rejected, **certainly no reasonableness standard supports** the magnitude for $250,000 punitive damages awarded by the Jury, which resulted from their

emotional response, and misunderstanding and misapprehension of the **evidence** before them.

26. Above review of testimony and defense exhibits proves, based upon the **preponderance of evidence** before the Jury, as follows.

26a) The Jury abrogated their role as "finder of fact" by **not** taking time to understand and apprehend Defense Exhibits. Other than **hearsay-opinion-based** testimony, and evidence presented by Counsel that was **mis**represented as to its true, actual purpose, and presented with intent to **mislead** – based upon information and belief – Appellant finds Counsel entered into evidence **no substantive, admissible evidence**. Consequently, the Jury's verdict to **punish** Appellant can **not** stand, because Appellant was not responsible for the Board's violations of Covenants (R. pp.126-136) By-Laws (R. pp.160-172), and the Law.

26b) Prevaricative intent by Counsel was proven by many Defense Exhibits. Defense exhibits **proved** that Appellant gave the Board many opportunities to meet, in order to avoid Court. The Jury misunderstood and misapprehended it was the Board's **misconduct**, under the Covenants (R. pp.126-136), By-Laws (R. pp.160-172) and the Law, which caused legal fees. It was the Board that choose their path to fight in Court, thereby electing of their **own free will** to incur legal fees which they later, in **violation** of the Covenants (R. pp.126-136), assessed upon members of WHOA. Appellant in **no way forced nor caused** the Board to be bound to need to appear in Court.

27. The Jury made no attempt to inspect evidence before them to appreciate that all of Appellant's-legal actions were the result of legal advice given by, and directed by Grant H. Gibson, Esq. Mr. Gibson was a several-decades, long-time, experienced attorney who, based upon such experience and service, Appellant naturally saw as a legal authority. Appellant

always followed Mr. Gibson's advice and direction. Appellant assumed that Mr. Gibson knew the difference between legitimate-Court process, as opposed to abusive-Court process. Though Mr. Gibson may not have always given "good advice", in matters of law and Court process, he **certainly** was more experienced and learned than Appellant.

B) The Judge erred with a deficient charge to the Jury, which left jurors devoid of facts needed for proper deliberation, with resulting ERRORS OF FACT.

28. The Judge erred by electing to completely ignore "Defendant's Proposed Jury Charge" (R. p.203). Defendant's Proposed Charge clarified and was supported by exhibits citing applicable law, but the Judge did **not** cite Appellant's-applicable facts, nor law, in his charge to the Jury. Cited laws in Court's Exhibit 4 and By-Laws, are itemized by ">" below:

> Code Section 33-31-803 (R. p.215 Appendix par.1)
> Code Section 33-31-811 (R. pp.215-216 Appendix par.2)
> Code Section 33-31-825 (R. p.216 par.2)
> Code Section 33-31-830(a)(1-3) (R. p.206 par.3)
> Code Section 33-31-140 (R. p.259)
> By-Laws (D-8) Article V, Section 1 (R. p.243 par.4)
> By-Laws (D-8) Article V, Section 3 (R. p.244 par.2)
> By-Laws (D-8) Article VIII, Section 1 (R. p.245 par.3)
> By-Laws (D-8) Article VIII, Section 2f (R. p.245 par.4)
> By-Laws (D-8) Article IX, Section 6 (R. p.246 par.7)
> By-Laws (D-8) Article X, Section 4 (R. p.248 par. 4)
> By-Laws (D-8) Article XVII, Section 1 (R. p.250 par.5)
> By-Laws (D-8) Article XVII, Section 3 (R. p.250 par.7)

29. The Judge was certainly well-versed to know a private and independent contract must exist in order for attorney's fees to be recoverable (R. p.203 par.2b). **No evidence** was brought to show a private contract existed, and that was applicable to C1458. Consequently for C1458, Counsel does **not** qualify for attorney's fees. The **Jury erred** by including attorney's fees in their award for actual damages, due to the Judge's deficient charge.

> The general rule is that attorney's fees are not recoverable unless authorized by contract or statute. *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 493, 427 S.E.2d 659, 660 (1993) (citing *Baron Data Sys., Inc. v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (1989); *Hegler v. Gulf Ins. Co.*, 270 S.C. 548, 243 S.E.2d 443 (1978); *Collins v. Collins*, 239 S.C. 170, 122 S.E.2d 1 (1961)). "In South Carolina, the authority to award attorney's [365 S.C. 239]
fees can come only from a statute or be provided for in the language of a contract. There is no common law right to recover attorney's fees." *Harris-Jenkins v. Nissan Car Mart, Inc.*, 348 S.C. 171, 176, 557 S.E.2d 708, 710 (Ct.App. 2001) (citing *Jackson v. Speed*, 326 S.C. 289, 486 S.E.2d 750 (1997); *American Fed. Bank, FSB v. Number One Main Joint Venture*, 321 S.C. 169, 467 S.E.2d 439 (1996); *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993); *Baron Data Sys., Inc. v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (1989); *Dowaliby v. Chambless*, 344 S.C. 558, 544 S.E.2d 646 (Ct.App. 2001); *Harvey v. South Carolina Dep't of Corrections*, 338 S.C. 500, 527 S.E.2d 765 (Ct.App.2000); *Global Protection Corp. v. Halbersberg*, 332 S.C. 149, 503 S.E.2d 483 (Ct.App. 1998); *Prevatte v. Asbury Arms*, 302 S.C. 413, 396 S.E.2d 642 (Ct.App.1990)).

(as found in: *Seabrook Island Property v. Berger*, 365 S.C. 234, 238, 616 S.E.2d 431, 434 (Ct. App. 2005)

30. The Judge did not charge the Jury with the fact that **By-Laws** (R. pp.160-172) **prohibit** the Board from expenditures that exceed a "$1500 limit", without prior approval from members. Though witnesses testified a $1500 limit applies only to "projects", Appellant finds such opinion-based claim to come under a **hearsay** umbrella, and is thus **in**admissable as valid testimony. The Board of their own free will initiated **their project** to engage attorneys to fight in Court, in order to cover up where **evidence** plainly showed the Board's violation of both By-Laws (R. pp.160-172) and Code. Appellant further contends the language of the By-Laws (R. pp.160-172) clearly shows the intent to **protect members** from exorbitant, and unilateral, expenditure decisions made – without their approval - only by the Board. Pertinent excerpts from By-Laws (R. pp.160-172) show:

> **ARTICLE X - EXPENDITURE OF FUNDS**
> **Section 4:** The non-budgeted expenditure of corporate funds in excess of One Thousand Five Hundred Dollars ($1,500.00) for any individual project

> must be approved by a majority vote of the membership at a duly held meeting at which a quorum is present. (R. p.248 par. 4)

31. The Judge did not charge the Jury to **disregard** attorney's fees, in the event they found for Plaintiffs, and awarded actual damages.

31a) Respondents claimed a proposed vote that was balloted on 11/09/18 – well after Appellant's first case was brought in October 2017 – was passed by **members**, as the **Code requires** {judicial notice - see Code Sections 33-31-831(a, f)}. With **evidence**, Appellant showed that 34 votes were needed to pass (R. p.258). Appellant also showed that only 29 (= 41 - 12) members voted affirmatively {R. p.174 par.F(1)(a) and R. p.173 par.D(1)}. Hence this ballot did **not** pass. The Jury did **not** take the time to understand proper **evidence** before them with which to award actual damages, due to the Judge's deficient charge.

31b) Respondents cited a By-Laws provision that is **in**consistent with Law. Hence under Law, the By-Laws can **not** contain such provision. The Board can **not** vote non-returned ballots to claim an issue passed, where in this instance since the Board are also members of WHOA, a conflict of interest exists {judicial notice – see also Code Section 33-31-206(b) in addition to 33-31-831(a, f)}.

32. The Judge's charge to the Jury was deficient in that no guidance was given pertaining to what the Jury could rightfully award for actual damages. In truth, 100% of damages that Plaintiffs were assessed by the Board amounted to $658 for each of 66 WHOA units, so 658 x 66 is equal to $43428. The Judge did not charge the Jury they could award no more relief for "actual damages" than $43428:

> > In any event, damages award may not exceed $43428 (= $658 * 66 units in WHOA) (R. p.203 par.2c)

33. The Judge did not charge the Jury that under Law, individual-Board-members' names are irrelevant (R. p.259 Code Section 33-31-140).

34. The Judge did not charge the Jury under Law, that it is persons on a **Board whose conduct must comply with the Law**. {R. p.206 par.3 Code Section 33-31-830(a)(1-3)}.

> The **LAW** charges that a director [on a Board] must discharge his duties: in **good faith**, with the **care of an ordinarily prudent person** ..., and "… in the **best interests** of the corporation". Defendant [Appellant] contends that generally the Board – as shown by evidence before the Court – discharged their duties with disregard for this **LAW**.
>
> (R. p.206 par.3).

35. A subset of applicable laws as listed above were also cited to the Judge directly during the course of trial. (R. error of omission). Regardless of the Judge being aware of Appellant's proposed charge, the Judge did **not** charge the jury with any law desired by Appellant.

C) The Jury erred with ERROR OF FACT by ignoring aspects of the Judge's charge

36. The Jury gave an award that conflicted with the Judge's charge. The Judge told the Jury: "… Actual damages are to compensate the Plaintiffs for their injuries or loss and to put the Plaintiffs as near as possible in the same position that the Plaintiff was in before the incident occurred. …" (R. p.40 ll.15-18). The Board assessed no Plaintiff more than $658; so, a "same position" for each Plaintiff would be relief of $658 for 66-Plaintiff units.

37. In addition the Judge charged the Jury: "… The evidence presented by the Plaintiffs must enable you, the Jury, to determine the amount, what amount is fair, just, and reasonable. …" (R. p.41 ll.8-10).

37a) An amount of $125,000 actual damages – the bulk of which is **attorney's fees** to which Counsel is **NOT** entitled as related to C1458 - by no yardstick can be found to be "fair, just, and reasonable". Actual damages awarded being on the order of **100,000 times more**

than a mere, few dollars Appellant sought is his cases is **UNFAIR, UNJUST**, and **UNREASONABLE**!

37b) The Jury with **ERROR OF FACT** exaggerated and awarded an amount for actual damages much more than as testified by one of Plaintiff's witnesses. In response to the question: "… costs that have been incurred in this lawsuit [C1458] to date? ..." the witness testified that "… fees are about [$]52,000 …" (R. p.29 ll.10-14).

38. Plus, the Judge charged the Jury: "… The existence, causation, or amount of damages cannot be left to conjecture, guesswork, or speculation. …" (R. p.41 ll.1-3). However as evidenced by "Court's Exhibit 3" (R. p.202), with conjecture, guesswork, and speculation the Jury awarded an exaggerated amount of $125,000. Appellant reminds the Court that all his cases were brought for $1 – or **ZERO** dollars - in nominal damages!

39. The Judge charged the Jury (emphasis added): "… And this [decision by the Jury] is to be based on the **evidence**. It's not to be **based on any sympathy, any passion, any prejudice,** emotion, anything outside the record. …" (R. p.42 ll.12-14). Appellant finds **nothing** in the record substantiating awards for actual damages, **nor** for punitive damages, given that Appellant laid a groundwork that he believes **proved** - based on his **testimony and evidence** – substantial **hearsay and prevarication** on the part of Counsel. The **Jury abrogated their role as a finder of fact**, and made no attempt to review Appellant's evidence in the detail required to realize that much of what Counsel put into the record was prevarication and/or fantasy. Such aberration of justice by a Jury was a direct contradiction of the Judge's charge to them. In contradiction of the Judge's charge to them, the Jury was swayed by **all of sympathy, passion, prejudice, emotion, and things outside the record.**

D) Plaintiffs' Exhibits do not support claims made by Counsel, nor do Plaintiffs' Exhibits support claims made by Plaintiffs' witnesses

40. In overview, Plaintiffs' Exhibits are comprised of:

16 Court documents;
7 documents authored by Appellant; and,
4 other documents.

Several of 27 Plaintiffs' Exhibits were misrepresented by Counsel, who attributed imaginative but **untrue qualities** to many documents. In many instances, the documents themselves show a prevaricative intent on the part of Counsel.

41. Appellant craves proper reference for how Court documents that comply with Court rules, and stem from standard Court process(es), can possibly be related to Plaintiffs' claim of "abuse of Court"? Whether or not Judges and appellate Justices ruled correctly, or ruled based upon misunderstanding and misapprehension, is irrelevant, impertinent, and unrelated to C1458 claims of "abuse of Court". As such, 16 Court documents are **in**admissible evidence.

42. Appellant craves proper reference for how documents that he authored can possibly be mentioned as related to Plaintiffs' claim of "abuse of Court"? As such, 7 documents (P-3 R. p.292, P-5 R. pp.310-317, P-8 R. pp.318-321, P-9 R. 322-323, P-12 R. pp.335-337, P-16 R. p.338, and P-26 R. pp.363-364) that in truth are factually Defense Exhibits, are **in**admissible evidence for Plaintiffs.

43. Appellant craves proper reference for how a WHOA ballot – showing the opinion of Appellant's wife (P-1 R. p.291) – plus two spreadsheets (P-33 R. pp.365-367, and P-34 R. pp.368-369) showing records of who paid assessments, and a photo (P-35 R. p.370) of Appellant's garage, are in any way even with wildest imagination related to Plaintiffs' claim of "abuse of Court"? As such, these 4 documents are **in**admissible evidence.

D1) Plaintiffs' Exhibits that Appellant authored were misrepresented to paint Appellant in a false light, to mislead the Jury

44. Counsel and witness testimony as induced by Counsel mislead the Jury by misrepresenting letters to the Board, and letters to WHOA members, which they presented as "Plaintiffs' Exhibits". There is simply **no way** that communications within WHOA can be claimed to be "abuse of Court". Appellant in his closing told the Jury:

> … Now, at GE, where I worked for almost 20 years an ingrained postulate and requirement was everything we do is based on integrity. I always aspire to have -- show and use the utmost integrity in everything I do. (R. p.38 ll.23-25, and R. p.39 ll.1-2)
>
> And, plus, the very fact that the board never responded to rebut nor to contradict anything that was written to them, I believe, makes my testimony and evidence that much more valid. From the jury's perspective, you can be assured that what I wrote was truthful as testified under oath and was based upon integrity. (R. p.39 ll.10-16)

Counsel made specious and often prevaricative claims about documents that Appellant authored, with a sole intent – based upon information and belief – to negate in the eyes of the Jury the absolute, and unyielding, **honesty and integrity** which is a **basic postulate** for how Appellant lives his life. Appellant finds Counsel resorted to "dirty tactics" with her **mis**characterization and **mis**representation of "Plaintiffs' Exhibits". Appellant contends dirty tactics were used by Counsel - based upon information and belief – to induce the Jury to have an emotional response, resulting from Counsel **painting Appellant in a <u>false</u> light**.

45. P-3 (R. p.292) was referred to by a witness as contentious – such was an unsubstantiated opinion. Whether or not P-3 in truth was as claimed, it does **not** speak to claim of "abuse of Court" in C1458. It was a letter sent to the current Board, simply asking for information – as stated during trial (R. p.21 ll.19-21). Appellant objected to P-3 (R. p.292)

being entered into evidence; it is **in**admissible for any purpose related to C1458. Factually, excerpts from P-3 show:

> Dear Mr. LaCroix, Mrs. Lynch, and Mrs. Vonderbecke:
>
> As Mr. LaCroix and I spoke on 24 Sep 2016, I requested that he inform me about the bank(s) that manage(s) Woodington Homeowners Association ("WHOA") account(s). To date, Mr. LaCroix has not supplied this requested information! So to all, please provide answers to these questions:
> 1) Which bank, or banks, manage a WHOA account, or accounts ?
> 2) What are the account numbers ?
>
> Please also provide a list of all payments made to Association Management Group ("AMG") for both entire years of 2015 and 2016 from any and all WHOA accounts. Kindly provide all requested information as soon as possible. (R. p.292 par.1-2)

46. P-5 shows title: "**[WHOA] Information Request / Ballot Legal Fees / Indemnification**". P-5 (R. pp.310-317) was referred to by Counsel as "suing individuals" – such was an unsubstantiated opinion (R. p.259 Code Section 33-31-140). Whether or not P-5 in truth was as claimed, it does **not** speak to claim of "abuse of Court" in C1458. It was a letter sent to current Board (and to WHOA members), simply asking for information – as per its title. Appellant objected to P-5 being entered into evidence (R. error of omission); it is **in**admissible for any purpose related to C1458. Factually, excerpts from P-5 show:

> Please accept this letter as an **official request for information** about "cash on hand" in WHOA accounts for: (1) at the end of 2016, (2) at the end of 2017, and (3) current status. Were WHOA reserve funds taken to pay defendants' legal expenses? Significant legal expenses were incurred by the 2017 Board in defending themselves (not defending WHOA) as named defendants. Legal expense amount which they incurred was never communicated. In addition, expenses went far beyond the limit of $1,500 per project as set forth in the By-Laws. (R. p.310 par.2)

Interesting to note, Exhibit C (R. p.317) shows: "WHOA not a Defendant; MTB [McCabe, Trotter & Beverly] has no claim against WHOA for legal expenses". Factually, WHOA was a co-Plaintiff in C6301 (R. p.317 par.last).

47. P-8 (R. pp.318-321) shows title: "Update on Judicial Action – plus Pending Special Meeting of Members …. 30 Jan 2018". A witness admitted under sworn testimony that P-8 was information to WHOA members that "… he was reporting that the board had entered into an expensive agreement with our attorneys. That we were racking up legal fees that were then going to be dumped on the association" (R. p.25 ll.16-20). Whether or not P-8 in truth was as claimed, it does **not** speak to claim of "abuse of Court" in C1458. It was information sent to WHOA members (via a NextDoor.com post), which gave Q&A on 3 simple items. Appellant objected to P-8 being entered into evidence (R. p.25 ll.3-4); it is **in**admissible for any purpose related to C1458. P-8 speaks directly to how Court could have been avoided, but the **Board made no attempt** to avoid Court (R. p.319 No.3). P-8 also speaks to the fact that I offered to pay for mediation (R. p.319 No.3). Factually, excerpts from P-8 show:

> WHOA Members:
> In view of the Special Meeting scheduled for February 5, maybe you might want an update on the judicial action, and a bit of background. You may also have some questions, such as:
>
> **1. What happened in the Court Hearing recently where the Board and its counsel tried to get the action dismissed?**
> **Answer:** ... Court … rejected all such efforts, ... (R. p.318)
>
> **2. Who is paying the legal expenses for the Board**?
> **Answer:** … MEMBERS WILL HAVE TO PAY. … (R. p.318)
>
> **3. Could my Court filing have been avoided?**
> **Answer:** **YES,** I asked the Board to meet to resolve all issues, and thereafter offered to Board Members, in an effort to avoid Court and the expense of attorneys, the opportunity to **MEDIATE WITHOUT**

> **ATTORNEYS**, on three occasions prior to finally filing with the Court. I even offered to pay for mediation!
>
> . (R. p.319 No. 3)

48. P-9 (R. pp.322-323) shows title: "WHOA – Court Report" of 04/21/18. Counsel and witness tried to discredit the factual nature of this exhibit with opinionated hearsay (R. p.23 ll.20-25, and R. p.24 l.1), but they presented no substantive evidence. Factually, "Order of Judgment" (P-10 R. pp.324-334) shows (emphasis added):

> … Nonetheless, in light of the Defendants' admission, the Court does recognize and **order that the board of directors of the Association must act in compliance with the bylaws** unless inconsistent with law or unless otherwise provided by law. … (R. p.328 par.last ll.6-8)

Such is what P-9 (R. pp.322-323) states. Whether or not P-9 in truth was as claimed, it does **not** speak to claim of "abuse of Court" in C1458. It was information sent to WHOA members to inform them of status of what happened in Court. Appellant objected to P-9 being entered into evidence (R. p.22 ll.19-25, and R. p.23 ll.1-7); it is **in**admissible for any purpose related to C1458. Factually, excerpts from P-9 show:

> Dear WHOA Members:
>
> **Good news** to assure that a Board must comply with the By-Laws was delivered on Friday, April 20, when a Master in "Equity Court" confirmed my most important point, i.e., that the WHOA Board must comply with the By-Laws, which the "Court Order" will show. It will be well after the Annual Meeting on April 26, 2018, before this Order will be published.
>
> (R. p.322 par.1)

49. P-12 (R. pp.335-337) shows title: "Request for your Signed Statement ..." of 09/30/19. P-12 informed WHOA members, again, that they would be paying more of "… the legal bill that the Board intends to pile up. …" (R. p.335 par.1). With P-12, Appellant attempted to have WHOA members weigh in on "… a critical question to determine if the **MAJORITY of WHOA Members** wants to force all of us to pay for legal fees which **do not belong** to

WHOA in the first place." (R. p.335 par. 5). No member had interest to take any action to help themselves – unless the Board told them to help – based on information and belief. With misrepresentation of the true purpose of P-12, Counsel misled the Jury by inducing a witness to testify with opinionated hearsay about "outrage" (R. error of omission). Such claim went without substantive, supporting evidence. Whether or not P-12 in truth was as claimed, it does **not** speak to claim of "abuse of Court" in C1458. It was information sent to WHOA members to inform them about more legal fees that the Board was willfully, intentionally, and negligently "piling up". Appellant objected to P-12 being entered into evidence (R. p.27 ll.11-12); it is **in**admissible for any purpose related to C1458. The thrust of P-12 was "… signed Statement …"; the thrust was **not** "depositions". Factually, excerpts from P-12 show (emphasis added):

> Dear Members of WHOA:
>
> **SUMMARY**: Please return to me **your signed Statement**, which is enclosed.
>
> In a Hearing on September 24, Judge Kinlaw granted the Board's Motion to amend their Answer to add Counterclaims. In so doing, the Judge ignored the **legal bill that the Board intends to pile up**. Can you guess who will ultimately be **asked to pay this legal bill**? (**ANSWER: You!**) [R. p.335 par.1-2]
>
> .
> .
>
> Please **voluntarily return** (mail slot under my mailbox is available) **your signed Statement**; sign and return only one Exhibit 1, either "Version A" or "Version B". Thank you. [R. p.335 par.7]

50. P-16 (R. p.338) shows title: "**PREPARE FOR ANOTHER HUGE LEGAL-EXPENSES ASSESSMENT - BOARD BREACH OF FIDUCIARY DUTY** ..." of 12/09/19. P-16 informed WHOA members, again, "… then Members may expect another

WHOPPING LEGAL BILL , maybe upwards of $40,000 that **YOU** , as Members, will be expected to pay!" (R. p.338 par.2). Related to P-16, no member had interest to take any action to help themselves – based on information and belief. Appellant asked the Board to send an all-member ballot (R. p.338 par.3), but the Board did **not**. With misrepresentation of the true purpose of P-16, Counsel misled the Jury by inducing a witness to testify with opinionated hearsay about **"intimidating the board"** (R. error of omission). Such claim went without substantive, supporting evidence. Whether or not P-16 in truth was as claimed, it does **not** speak to claim of "abuse of Court" in C1458. It was information sent to WHOA members to inform them about more legal fees that the Board was willfully, intentionally, and negligently "piling up". No reasonable person can possibly presume that a letter sent to WHOA members is intimidating the board. Appellant objected to P-16 being entered into evidence (R. error of omission); it is **in**admissible for any purpose related to C1458. Factually, excerpts from P-16 show (emphasis added):

> Dear Members of WHOA:
> Rather than let the Court decide, the Board spent **YOUR MONEY** on a Motion to Dismiss the Appeal and **LOST !** Now, the Board continues to fight the Court's denial of dismissal by **PILING UP MORE AND MORE LEGAL EXPENSES !** (R. p.338 par.1)
>
> I am **OUTRAGED** and as well, **MEMBERS** should also be **OUTRAGED ,** that the Board authorized **MORE LEGAL EXPENSES** to have their "dirty lawyers" file a new Initial Brief to start the Appeal process all over, again! In so doing, perhaps another ten thousand dollars were incurred on that document alone! If the Board intends to continue their charade to deny simple interpretation of our By-Laws, then Members may expect another **WHOPPING LEGAL BILL ,** maybe upwards of $40,000 that **YOU** , as Members, will be expected to pay!
> (R. p.338 par.2)
> Are you as a Member of WHOA going to let the Board continue to pile up **MORE LEGAL EXPENSES** ? When is enough, enough? With this letter, I am asking the Board to send an all-Member ballot, to give all

> Members a chance to say: **NO !** to more and more legal expenses! I also am asking that the Board **ABSTAIN** from voting non-returned ballots per their desire. If the Board will do this, they will find that a **MAJORITY** of WHOA Members **DO NOT SUPPORT** the Board being champions of **MORE LEGAL EXPENSES !** (R. p.338 par.3)

51. P-26 (R. pp.363-364) shows title: "Confusion/Errors in Order of 10/06/21 2021-000665" of 10/11/21. With misrepresentation of the true purpose of P-26, Counsel merely asked a witness: "And what's No. 26?". The witness answered: "It is a letter from Raymond Wedlake to Chief Justice Donald Beatty". Whether or not P-26 in truth was as claimed, it does **not** speak to claim of "abuse of Court" in C1458. P-26 simply pointed out an **ERROR OF FACT** on the part of the **CLERK** of the Supreme Court. Appellant objected to P-26 being entered into evidence (R. p.26 ll.12-19, and R. p.26 ll.22-23); it is **in**admissible for any purpose related to C1458. Factually, excerpts from P-26 show (emphasis added):

> The Order of 06/24/21 dismissed upon Rule 242(d), SCACR. It did so based upon **_FALSE GROUNDS_** via **_PRESUMPTION_** that
>
> "... this notice of appeal has been construed as a petition for a writ of certiorari.
>
> This petition for a writ of certiorari does not have the content required by Rule 242(d). Accordingly, this matter is dismissed."
>
> Factually pursuant to Rule 242(c), SCACR, an actual "Petition for Writ of Certiorari" (Writ) was timely filed, but to date has been ignored by the Court. … (R. p.363 par.3-5)

E) The Jury erred with ERROR OF FACT by ignoring Plaintiffs had no standing

52. Neither Plaintiffs, Plaintiffs' Class, nor Counsel were involved in other cases to which C1458 referred. Counsel made no substantive reference to more than three other cases. Plaintiffs' exhibits show those three cases (P-4 R. pp.293-309, P-19 R. pp.339-352, P-20

R. pp.353-362); no evidence exists in Plaintiffs' exhibits for **more than** three cases. Without evidence documenting more than three-other cases, acceptance of opinionated **hearsay** by the Jury constituted an **ERROR OF FACT**.

52a) For C6301, Grant H. Gibson, Esq. signed the "Summons" (R. p.293). The Summons plainly shows: "… vs. … the current Board of Directors of the Woodington Homeowners' Association, Inc. …". It was Mr. Gibson - not Appellant - who decided to list individuals' names in the case caption. With judicial notice to Court documents (Exhibit BOA.1 pp.1, 6), Appellant proves that **neither** "Campbell Teague LLC", **nor** "Plaintiffs' Class", were involved in C6301.

52b) For C0269, Grant H. Gibson, Esq. with his legal expertise and guidance assisted Appellant to produce a Summons (R. p.339). At that time, Mr. Gibson was otherwise involved and unable to be the attorney of record for C0269, so Appellant's signature appears. The Summons plainly shows: "… vs. … Board of Directors of the Woodington Homeowners' Association, Inc. …". It was Mr. Gibson who directed Appellant to list individuals' names in the case caption. The Summons proves that "Plaintiffs' Class", was **not** involved in C0269. C0269 is the only other case in which Counsel was involved.

52c) For C1501, Grant H. Gibson, Esq. signed the "Summons" (R. p.353). The Summons plainly shows: "… vs. … the current Board of Directors of the Woodington Homeowners' Association, Inc. …". It was Mr. Gibson - not Appellant - who decided to list individuals' names in the case caption. With judicial notice to Court documents (Exhibit BOA.1 p.7), Appellant proves that **neither** "Campbell Teague LLC", **nor** "Plaintiffs' Class", were involved in C1501.

52d) Neither of two, other-law firms involved in past cases made any attempt to circumvent **ethical guidelines** by attempting to collect their attorney's fees from Appellant. Both of these other two law firms were honest in this respect, knowing full well in absence of a private contract, that they did not qualify to collect their attorney's fees from Appellant.

53. Plaintiffs' Class was **never** involved in any other case. Counsel for C1458 was involved in C0269 only. Counsel misled the Court with references to C0269 because that case is in process of litigating an independent award (as Case 2023-CP-23-03474). To try to "**double dip**" here for C1458 is an **unethical act** by Counsel - based on information and belief.

F) The Judge abused his discretion by ignoring *Voir Dire* desired by Appellant

54. The Judge did not ask prospective jurors any of four questions submitted by Appellant (R. p.201). Right from the start of trial proceedings, which continued thereafter, the Judge manifested a personal bias against Appellant, merely because Appellant was acting as a *pro-se* party – based on information and belief.

CONCLUSION

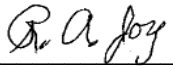
Accordingly, based upon issues raised and upon pleadings, including all exhibits, with proper reference to Court rules, and in the overriding interests of justice stemming from arguments herein, this Brief showed the Jury erred with **Errors of Fact**, and the Judge erred in **Errors of Law** due to his deficient charge to the Jury.

Sufficient evidence and rationale have been provided to warrant vacating the Jury's award, that was based upon an **emotional response**, resulting from **prevaricative tactics** by Counsel – as **proven by evidence** in many instances. To come to their verdict, the Jury applied an emotional response, directly contrary to the Judge's charge to them that the Jury **must be**

bound by the **EVIDENCE** before them. With misunderstanding and misapprehension, the Jury ignored the preponderance of **evidence** before them, that **PROVED** Appellant was **not** the party responsible for damages to Respondents, and that Appellant's actions were **lawful and justified** pursuant to the Constitution and Covenants.

As such, the Jury's award **must be vacated**, and the case **remanded** for further proceedings, with instructions that the **By-Laws** and the **Code**, "Nonprofit Corporation Act", must be applied. Or at the very least based upon a **standard of reasonableness**, the Jury's award must be amended downwards to a level consistent with the **By-Laws** and **EVIDENCE** presented to the Jury.

Dated this 1st day of October, 2024 [final]
Dated this 8th day of July, 2024 [initial]



R. Allan Joy, Appellant *(Pro Se)*
216 Ashcroft Ln, Simpsonville, SC 29681
864-356-5736 ra14joy102@proton.me

EXHIBIT BOA.1 - Two Other Cases: Documentation of Opposing Counsel

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Raymond A. Wedlake, individually and derivatively, on behalf of all Members of the Woodington Homeowners' Association, Inc., Plaintiff(s), v. Benjamin Acord, William Craigo, Denis Esteve, and Brian James in their capacity as the current Board of Directors of the Woodington Homeowners' Association, Inc., and, Association Management Group SC, Inc., Defendant(s).	IN THE COURT OF COMMON PLEAS FOR THE 13TH JUDICIAL CIRCUIT C/A No.: 2017-CP-23-6301 **MOTION TO DISMISS BY DEFENDANTS BENJAMIN ACORD, WILLIAM CRAIGO, DENIS ESTEVE, AND BRIAN JAMES, AND ALTERNATIVELY TO STRIKE FOR A MORE DEFINITE STATEMENT**

017402.00009

TO: GRANT GIBSON, ESQUIRE, ATTORNEY FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorneys for the Defendants Benjamin Acord, William Craigo, Denis Esteve, and Brian James will move before the Presiding Judge of the Greenville County Court of Common Pleas at the Greenville County Courthouse at 10:00 a.m. on the 10th day after service hereof or as soon thereafter as possible for an Order dismissing Plaintiff's Complaint against them pursuant to Rule 12, SCRCP, and if the Complaint is not dismissed, to strike portions of the Complaint pursuant to Rule 12(f), SCRCP, and to make a more definite statement pursuant to Rule 12(e), SCRCP, as set forth herein. The grounds for dismissal include, but are not limited to the following:

1. Rule 12(b)(6), SCRCP. Plaintiff's Complaint fails to state a claim and fails to state facts sufficient to constitute a cause of action against these Defendants. The grounds include, but are not limited to the following:

    a. These Defendants, as current directors of the Woodington Homeowners' Association, Inc., a nonprofit corporation, are immune to suit for monetary damages, including, but not limited to, pursuant to S.C. Code Ann. § 33-31-202.

    b. Plaintiff has failed to meet the requirements of Rule 23, SCRCP, and therefore lacks standing to bring a derivative suit. The grounds specifically include, but are not limited to the following. Plaintiff does not fairly and adequately represent the members of the Woodington Homeowners' Association, Inc., and Plaintiff's Complaint fails to allege that he does. In fact, the allegations of Plaintiff's Complaint, on their face, actually demonstrate that Plaintiff does not fairly and adequately represent the members of Woodington Homeowners' Association, Inc. Notably, the members of Woodington Homeowners' Association, Inc. voted overwhelmingly to ratify many of the issues alleged by Plaintiff in this suit at the last Annual Meeting, such ratification being noted and identified in Plaintiff's Complaint. Such ratifications, as referenced in Plaintiff's Complaint, are a clear indicia that Plaintiff does not represent the interests of the members of the Woodington Homeowners' Association, Inc. or the community. Therefore, Plaintiff's claims must be dismissed.

    c. Pursuant to South Carolina law, including but not limited to S.C. Code Ann. § 33-31-304, a suit to set aside or enjoin a corporate action where a third party has already acquired rights, including contracts already entered into or completed, is improper and cannot be maintained. Thus, a suit seeking to set aside or nullify

any management contract with Association Management Group SC, Inc., including any funds paid pursuant thereto, is not allowed under South Carolina law and must be dismissed.

d. Many of the issues alleged in Plaintiff's Complaint have been ratified by the membership, as acknowledged in Plaintiff's Complaint. Such ratifications were voted upon by the membership and not solely done by the Board or Directors.[1] Further, these Defendants were not even serving as directors when the ratifications occurred, as acknowledged by Plaintiff's Complaint.[2] An action against the current board of directors for Woodington Homeowners' Association, Inc. cannot set aside a ratification that was done by the membership as a whole and also one that occurred while these Defendants were not even directors of the Woodington Homeowners' Association, Inc. These Defendants are not proper parties to such claims and Plaintiff has failed to name proper parties and/or necessary parties to seek the relief requested. See also, Rule 12(b)(7), SCRCP.

e. Plaintiff's Complaint purports to seek relief against these Defendants for alleged actions and conduct that was allegedly performed by other persons, including the actions of prior board members for Woodington Homeowners' Association, Inc. For example, the ratifications that Plaintiff seeks to set aside were voted upon by the membership as a whole and solely not by the directors of Woodington Homeowners' Association, Inc. and such ratifications took place prior to these Defendants' terms as directors.[3] By way of further example, Plaintiff seeks to challenge contract renewals and conduct at meetings that occurred prior to these

[1] See Paragraph 34 of Plaintiff's Complaint.
[2] See Paragraph 34 of Plaintiff's Complaint stating that it was the 2016 Board that permitted the membership vote on the ratifications.
[3] See Paragraph 34 of Plaintiff's Complaint.

Defendants' tenure as directors. These Defendants were not directors at the time of the ratifications, nor has Plaintiff alleged that they were.[4]

f. These Defendants are not the proper parties as to all of the claims and relief requested by Plaintiff, and Plaintiff has failed to name the proper parties and/or necessary parties to seek all of the relief requested.[5]

g. Plaintiff's Complaint fails to allege a justiciable controversy as to these Defendants. Many of the issues alleged by Plaintiff are moot and/or cannot be redressed by an action against these Defendants. For example, Plaintiff appears to challenge prior contract renewals that have been fully performed as well as actions and matters clearly prior to these Defendants terms as directors and also beyond the statute of limitations. Further, some claims are unripe as to these Defendants, such as the requested declaration that these Defendants (the current board of directors) do not have unilateral authority to increase management company fees, when there is no allegation that these defendants have made such a unilateral increase. By way of further example, Plaintiff appears to seek redress over annual meeting minutes that are not yet final and have not been placed before the membership for approval and adoption. Additionally, there is no allegation that these Defendants have served terms in excess of five years, therefore, such a claim against them is unripe. Further, to the extent such claim involves terms of prior directors, these Defendants are not proper parties for such claims and such claims would be moot in any event.

h. The hiring of a management company to assist the board of directors is authorized by the bylaws asserted by Plaintiff in his Complaint to be controlling, and

[4] See Paragraph 34 of Plaintiff's Complaint.
[5] Including pursuant to Rule 12(b)(7), SCRCP.

Plaintiff's Complaint acknowledges the same.[6] Plaintiff fails to allege any specific duties or authority that have been improperly delegated to Association Management Group SC, Inc. Further, any functions that have been performed by Association Management Group SC, Inc. do not constitute an improper delegation as a matter of law.

i. Plaintiff's Complaint fails to state legally cognizable claims against these Defendants in several respects. As an example, upon information and belief, there is no legally cognizable claim to require the directors of a nonprofit corporation to send out a ballot on a bylaw amendment proposed by a member. Plaintiff has failed to allege that he has fulfilled the necessary requirements for calling a special meeting for a vote upon such proposed amendment.

j. Such further grounds as may be set forth in a memorandum of law in support of this motion.

2. As set forth above, Plaintiff lacks standing to bring a derivative claim for failing to meet the requirements of Rule 23, SCRCP. Therefore dismissal is proper under Rule 12(b)(1), SCRCP, for lack of subject matter jurisdiction and pursuant to Rule 12(b)(6), SCRCP.

3. These Defendants are not proper parties for the relief sought by Plaintiff. Plaintiff has failed to name proper parties to seek the redress requested and has failed to include necessary parties pursuant to Rule 12(b)(7).

4. Upon information and belief, these Defendants have not been properly served with the Summons and Complaint that was filed with the Court, thus, upon information and belief, dismissal is appropriate under Rule 12(b)(2) and Rule 12(b)(5), SCRCP for insufficiency of service of process and lack of personal jurisdiction.

[6] See, e.g., Paragraphs 47-48 of Plaintiff's Complaint.

5. Such further grounds as may be set forth in a memorandum of law in support of this motion.

Based on the foregoing, Plaintiff's Complaint should be dismissed. Should Plaintiff's Complaint not be dismissed in its entirety, these Defendants move to strike the exhibits to Plaintiff's Complaint pursuant to Rule 12(b)(f), SCRCP on the grounds that such exhibits contain improper evidentiary matters, unofficial versions of records, impertinent matters, excerpted documents, and otherwise inadmissible matters. Further, Plaintiff's complaint contains numerous allegations that are immaterial and impertinent to the requested relief and asserted causes of action, and such immaterial and impertinent allegations should be stricken.

Further, Plaintiff's Complaint is vague, ambiguous, and conflicting as to the relief sought against these Defendants, and is vague and ambiguous as to which claims are being asserted individually versus derivatively. Should Plaintiff's Complaint not be dismissed in its entirety, these Defendants move pursuant to Rule 12(e) to require Plaintiff to make a more definite statement to clarify the relief sought and which claims Plaintiff is seeking to assert individually as to those that he is purporting to assert derivatively.

This motion may be further supported by a memorandum of law. These Defendants further seek an award of attorney's fees and costs.

s/ Ely O. Grote
Ely O. Grote (SC Bar No.: 75379)
McCabe, Trotter & Beverly, PC.
140 Stoneridge Dr., Suite 650 (29210)
P.O. Box 212069 · Columbia, SC 29221
Phone: (803) 724-5000 · Fax: (803) 724-5001
Email: ely.grote@mccabetrotter.com
Attorney for Defendants

Columbia, South Carolina
November 6, 2017

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF GREENVILLE	)	
	)	**THIRTEENTH JUDICIAL CIRCUIT**
Raymond A. Wedlake, as a Member of the Woodington Homeowners' Association, Inc.	)	Civil Action No.:
	)	
Plaintiff	)	2019-CP-23-01501
	)	
vs.	)	**CERTIFICATE**
	)	
Scott Bashor, William Craigo, Christopher Edwards, Denis Esteve, and Charles Koshis, in their capacity as Members of the current Board of Directors of Woodington Homeowners' Association, Inc.	)	**OF**
	)	**SERVICE**
and	)	
	)	
Doe Entities 1-10, and John & Jane Does 1-10	)	
	)	
Defendants	)	

It is hereby certified that a copy of **"Notice of Unavailability"** was served upon the following:

James P. Walsh (SC Bar# 15180)

Michael J. Murphy (SC Bar# 103084)

CLARKSON, WALSH & COULTER, P.A.

PO Box 6728

Greenville, South Carolina 29606

Attorneys for Defendants

via Priority Mail, Tracking Number: 9505 5265 1566 0034 1950 63

on February 3, 2020.

Raymond A. Wedlake

Raymond A. Wedlake, Plaintiff, *Pro Se*
703 Creekview Drive
Greenville, SC 29607
864-254-9262
wedlakera@mail.com

EXHIBIT BOA.2

- Proxy of Marvin and Beverly Taylor given to Raymond A. Wedlake

EXHIBIT DEX.15

Woodington Homeowners' Association

REVOCABLE PROXY - must be filled out, signed and dated

I/we Marvin + Beverly being owner(s) of 301 Woodington in Woodington Homeowners' Association, do hereby authorize and appoint

Raymond A. Wedlake to be my/our Proxy to represent me/us on the issues to be discussed at the annual meeting of Woodington Homeowners' Association, to be held on Thursday, April 26, 2018 at 6:30 PM at the Horizon Church, to vote on my/our behalf on the issues submitted to vote for this meeting, or in the event a quorum shall fail to attend, at such time and place as the adjourned meeting shall be resumed.

Signature of Owner — Date 4-4-18

Signature of Owner — Date 4-4-18

Please return to Ray Wedlake, or to Board Secretary