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STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
APPEAL FROM RICHLAND COUNTY

COURT OF COMMON PLEAS
Alison R. Lee, Circuit Court Judge

RECEIVED
AUG 16 2013

SC Court of Appeals

Appellate Case No: 2012-212896

Charles Taylor,

v.

Appellant,

Thomas Davis and State Farm
Mutual Automobile Insurance Company,

Respondents.

MOTION TO STRIKE
APPELLANT'S AMENDED RECORD ON APPEAL
AND
MOTION TO DISMISS APPEAL

Respondent State Farm Mutual Automobile Insurance Company respectfully moves for an order striking Appellant's Amended Record on Appeal dated August 1, 2013 and received by this Respondent on August 3, 2013. The undersigned submits that Appellant's Amended Record on Appeal fails to comply with Rule 210 (c) SCACR in that Appellant's Amended Record on Appeal contains numerous pages of "record" material and documents upon which Appellant has inserted, stamped or pasted printed language which constitute argument, improper comments, highlighted portions for emphasis ("shaded areas") and assertions of "irrelevancy" of particular material. These

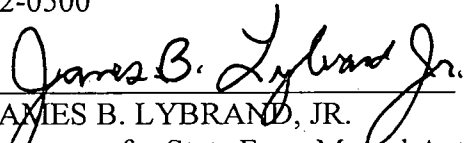
improper comments, etc. appear on the following pages of Appellant's Amended Record on Appeal: ROA P-2, 4-6, 9-13, 15-16, 18, 20, 22, 24-29, 31, 35-45, 52-56, 58-69.

Additionally, Appellants Amended Record on Appeal omits or fails to include one (1) item which Respondent State Farm had designated in its matter, namely item one (1) in its Designated Matter dated March 15, 2013. This item is attached hereto and was ordered included in the Amended Record on Appeal by this Court's Order of July 1, 2013.

Alternatively, Respondent State Farm Mutual Automobile Insurance Company hereby moves for an Order dismissing Appellant's appeal under Rule 240 SCACR based upon Appellant's continuous failure to follow the South Carolina Rules of Appellate Procedure. Appellant has now prematurely and/or improperly filed three (3) purported Records on Appeal, the first and second having been stricken/set aside by the Court by Orders dated February 15, 2013 and July 1, 2013. Appellant's improper and untimely filings have created a confusing and unclear record which have necessitated the filing of numerous appeal motions by Respondent State Farm that should have been unnecessary thereby creating additional time, costs and expense to Respondent State Farm Mutual Automobile Insurance Company.

McDONALD, McKENZIE, RUBIN,
MILLER AND LYBRAND, L.L.P.
POST OFFICE BOX 58
1704 MAIN STREET, 2nd FLOOR
COLUMBIA, SOUTH CAROLINA 29202
(803) 252-0500

BY:


JAMES B. LYBRAND, JR.
Attorneys for State Farm Mutual Automobile
Insurance Company

Columbia, South Carolina
August 16, 2013

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

RECEIVED
COVENANT NOT TO EXECUTE
AUG 16 2013

SC Court of Appeals

KNOW ALL MEN BY THESE PRESENTS that I, Charles Taylor, of the County of Sumter, State of South Carolina, in consideration of the sum of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars in cash to me paid upon the 8th day of NOVEMBER, 2008, by or on behalf of Thomas L. Davis and Avis Budget Group, Inc., d/b/a Budget Truck Rental, before the ensembling and delivery hereof, the receipt whereof is hereby acknowledged, do hereby covenant with and forever discharge of Thomas L. Davis and Avis Budget Group, Inc., d/b/a Budget Truck Rental, their heirs, executors, administrators, assigns, representatives, insurers and any other persons, firms or corporations chargeable with liability on account, from any and all claims, demands, suits, actions and causes of action which I can or may have by reason of any matter, cause or thing whatsoever, including but not limited to all claims set forth in the Complaint pending in the Court of Common Pleas for Sumter County, South Carolina, and designated as Civil Action No. 07-CP-40-8423. Moreover, it is expressly understood and agreed that I hereby covenant with and forever discharge Thomas L. Davis and Avis Budget Group, Inc., d/b/a Budget Truck Rental, their heirs, executors, administrators, assigns, representatives, insurers and any other persons, firms or corporations chargeable with liability on Thomas L. Davis and Avis Budget Group, Inc., d/b/a Budget Truck Rental's account from any and all injuries and damages, past, present and future, now developed and known, and also those which may hereafter be developed and ascertained resulting from an automobile accident which occurred on or about September 7, 2007, including but not limited to any and all claims for bodily injuries, disability, disfigurement, pain and suffering, loss of income, medical, surgical and hospital expenses, loss of consortium, companionship, aid, society and services, loss of income, loss of earning power, loss of family services, mental anguish, psychological trauma, loss of enjoyment of life, alteration of lifestyle, emotional trauma, grief, sorrow; loss of reputation, property damages, and any and all other losses or claims, past, present and future, which I may have had, now have or may have in any way arising out of or resulting from the injuries and damages to the undersigned.

It is expressly understood and agreed that the settlement made hereunder is the compromise of doubtful and disputed claims; that the payment made hereunder is not to be construed as an admission of liability on the part of Thomas L. Davis and Avis Budget Group, Inc., d/b/a Budget Truck Rental.

The undersigned understands that it is his sole responsibility to be responsible for any and all liens or assignments (medical, governmental or otherwise including Medicare/Medicaid) which may have been generated because of this accident and in connection therewith, the undersigned does hereby covenant and agree to indemnify and hold harmless Thomas L. Davis and Avis Budget Group, Inc., d/b/a Budget Truck Rental from any and all claims, demands, actions, causes of action, suits or complaints that may be brought by any person, persons, firms, corporations or other entities against Thomas L. Davis and Avis Budget Group, Inc., d/b/a Budget Truck Rental for injury, damage or loss of the undersigned arising out of or having any connection with the above-mentioned

incident. Once the aforementioned payment has been accepted, the obligations of the entities making the payment and those on whose behalf the payment is being made and all those who could be responsible for the actions of these entities, are fully and completely ended and finally and forever discharged from any further responsibility in connection with this action.

I fully preserve any and all rights to pursue any other potentially applicable liability insurance or underinsured motorist coverage from any other source or provider, and it is my intent to covenant only with Mr. Davis and Avis Budget Group, Inc.

SUBJECT CHECK TO BE RECEIVED ON OR BEFORE WEDNESDAY, November 12th, 08 OR THIS COVENANT SHALL BECOME NULL & VOID AFTER THAT DATE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 8TH day of NOVEMBER, 2008.

IN THE PRESENCE OF:


CHARLES TAYLOR

↑ ↑ ↑ ↑
MR. TYLER:

*I Am Reluctantly Trusting
What You Said!*

THANKS! MR TAYLOR

THE STATE OF SOUTH CAROLINA
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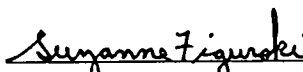
CERTIFICATE OF SERVICE

I hereby certify that a copy of Respondent State Farm's Amended Initial Brief, Motion to Strike Record on Appeal/Motion to Dismiss and Motion for Extension of Time was served upon the following by depositing said papers in the United States Mail, Columbia, South Carolina, on the 16th day of August, 2013, with the first class postage duly affixed and a return address clearly indicated on the envelope, addressed as follows:

Charles Taylor
P. O. Box 3652
Sumter, SC 29151-3652

Thomas Davis
P. O. Box 773
Manning, SC 29105

Columbia, South Carolina


Suzanne Figurski
Legal Assistant to James B. Lybrand, Jr.