

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Appellant Case No: 2012-212896

Charles Taylor,

Appellant,

v.

Thomas Davis and
State Farm Mutual Automobile Insurance Company, Respondent,

Amended
RECORD ON APPEAL

Charles Taylor,
Post Office Box 3652
Sumter, South Carolina 29151-3652
(803) 883-7005
Appellant

Thomas Davis
P O Box 773
Manning SC 29105
Respondent

James B. Lybrand, Jr., Esq.
P O Box 58
Columbia SC 29202
(803) 252-0500
State Farm/Respondent

RECEIVED
AUG 22 2013
SC Court of Appeals

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The South Carolina Court of Appeals

Charles Taylor,

Appellant,

v.

Thomas Davis,

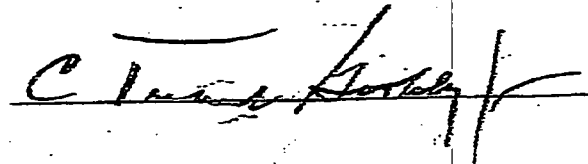
Respondent.

The Honorable Alison Renee Lee
Richland County
Trial Court Case No. 2007-CP-40-08423

ORDER

Pursuant to Rule 260(b), SCACR, the parties have filed an agreement to dismiss this appeal. It is therefore ordered that this appeal is dismissed and the case is remitted to the Clerk of Court for Richland County.

IT IS SO ORDERED.



Columbia, South Carolina

Original to: The Honorable Jeanette W. McBride

cc: Charles Taylor
James B. Lybrand, Jr, Esquire

END OF 1ST APPEAL
upon p.2-5

FILED
6/27/11

RECEIVED
JUN 15 2011
COURT OF APPEALS

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Case No: 2007-CP-40-8423

Thomas Davis..... Respondent,

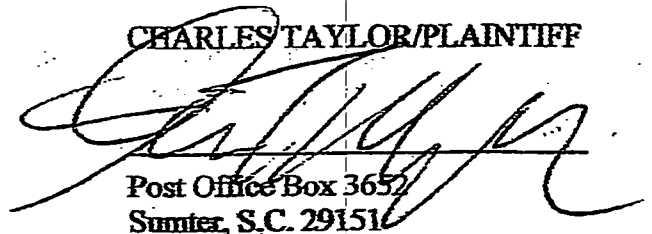
v.

Charles Taylor..... Appellant,

AGREEMENT TO DISMISS APPEAL

That based on defendant's affidavit agreement attached to dismiss the appeal, plaintiff hereby accept that agreement and accordingly move to dismiss this appeal and have the case return to the original court for entry of a consent order judgment in accordance with the dismissal agreement between the parties.

CHARLES TAYLOR/PLAINTIFF



Post Office Box 3652
Sumter, S.C. 29151
803-883-4356

Sumter, South Carolina

June 12, 2011

ROA P-3

RIVER
JUN 15 2011
Court of Appeals

CASE NUMBER: 2007-CP-400-8423 TAYLOR v. DAVIS
RE: TO DISMISS APPEAL/AFFIDAVIT OF DEFENDANT DAVIS

(1). That my name is Thomas Davis, the defendant in this case and looking out for my own best interest, I have authorized no one else to represent, act or speak for me but me;

(2). That to bring some finality to this case after litigation since 2007 and now a pending appeal, and not being able to know for certain what will be that outcome, and whether or not I will be put at risk again thereafter, for up to the maximum amount of damages as amended, demanded by plaintiff, I believe the latest up to \$40,000,000.00 for all of his losses, including lifetime disability, all of which are well documented throughout this case and regrettably I caused.

(3). That because I have no protection against such damages, as the covenant that was in place to do that are now null and void, due to that agreement having been violated by insurer's attorney, who then said that they would not pay such damages above if such were to occur;

(4). Therefore, to protect myself, I am here offering the following as an inducement to the plaintiff to dismiss his appeal and no further litigation;

a. Voluntary agree to medical bills of \$125,000.00;

b. Property damages of \$110,000.00 plus;

c. Re-enter same amount as accepted judgment entered by Judge Childs on June 18, 2009 for all other damages, including lifetime disability, \$1,500,000.00 and;

d. Vacate any existing judgment(s) for this new total \$1,735,000.00 consent judgment;

(5). This is only a fraction of the total amount demanded in #2 above for all the damages caused and this case could have and should have been resolved by the insurer a long time ago for a much-much smaller-token-sum to avoid putting me in this situation but they've refused;

(6). That if accepted by plaintiff, this agreement supersedes all else in this case and shall end the appeal and all litigation thereafter, as my best guarantee protection against any potentiality of a mega judgment for such damages as in #2 above, if plaintiff were successful in his appeal and thereafter. Plaintiff has five days to accept this offer-agreement and move to dismiss the appeal and provide me proof of such or counter.

Sworn to before me this 10 day
of June 2011

Notary Public For SC

My Commission Expires

[Handwritten signature]

THOMAS DAVIS

[Handwritten signature: Thomas Davis]

cc:

James B. Lybrand, Jr.

Post Office Box 58

Columbia, South Carolina 29202

Attorney



The South Carolina Court of Appeals

TANYA A. GEE
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMNER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

June 27, 2011

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

Re: Taylor, Charles v. Davis, Thomas
Case #2011193648

Dear Counsel:

Enclosed is a copy of an Order of the Court regarding the agreement between parties in the above case.

Very truly yours,

V. Claire Allen, Deputy
CLERK

TAG/jt

cc: James B. Lybrand, Jr, Esquire

END OF 1ST APPEAL p.2-5
& no one complained or
appealed further-UNTIL p.6

1st paragraph

ROA P-5

was signed by the Defendant, contained a judgment about of one thousand five hundred dollars (\$1,500.00) in consideration and exchange for Plaintiff dismissing his claim against Defendant.

State Farm was made aware of Taylor's lawsuit in the summer of 2008. Taylor was advised that State Farm could not formally appear and participate in the case unless and until Taylor served State Farm with pleadings through the South Carolina Department of Insurance in accordance with S.C. Code Ann. § 38-77-160. Service on State Farm pursuant to S.C. Code Ann. § 38-77-160 did not occur until October 13, 2009.

On November 19, 2008, Budget agreed to pay Taylor \$25,000, Budget's available liability limits, in exchange for Taylor signing a Covenant Not to Execute which would purportedly protect Davis from any further personal exposure for damages yet allow Taylor to proceed with his claim against other applicable coverage. After this agreement, attorneys Matt Tyler and Robert Brown filed motions to be relieved as counsel for Davis. Following hearings on the motions, Orders relieving Tyler and Brown from further representation were issued on March 13, 2009. As a consequence, this suit remained active on the court docket although no defense attorney of record was involved in the case.

On June 19, 2009, Taylor obtained an uncontested judgment against Davis in the amount of \$1,500,000. The basis for the judgment was an Offer of Judgment which Davis purportedly accepted in writing in April or May of 2008, a time during which Davis is believed to have been represented by Attorney Matthew Tyler. State Farm was never a party to any discussions or settlement negotiations which occurred between Taylor and Davis.

Taylor served State Farm with copies of the pleadings in October 2009. A timely Answer was filed on behalf of State Farm in accordance with Section 38-77-160. A Motion to Set Aside the Judgment was filed by State Farm and, after a hearing on the motion, this Court set aside the \$1,500,000 judgment by Order on January 20, 2010 so as to allow State Farm to defend the case on the merits. Between 2009 and April 2011, State Farm paid Taylor \$25,000 in UIM benefits. Taylor contended that these payments were an "advance" of his UIM benefits and was not a full and final settlement.

On May 16, 2011, a jury trial was commenced in Richland County with Taylor representing himself. Taylor testified but did not call any other witnesses. Davis has never appeared in court. On May 17, 2011, the jury returned a verdict in favor of Taylor in the amount

of \$615. All of Taylor's post-trial motions were denied by the Court. Since Taylor had previously been paid \$25,000 by Budget on behalf of Davis, State Farm received credit for this payment and no UIM money was owed Taylor.

Taylor then filed a Notice of Intent to Appeal the verdict with the South Carolina Court of Appeals on June 23, 2011. While the appeal was pending, communications took place between Taylor and Davis directly. Taylor and Davis advised the South Carolina Court of Appeals that the case had been settled on appeal; consequently, the appeal was dismissed on June 28, 2011. Following the Court of Appeals' dismissal, Taylor filed a "Post Trial Voluntary Agreement to Augment Award Judgment" on June 30, 2011 and a "Motion for Consent Order Judgment" on July 7, 2011. In the "Post Trial Voluntary Mutual Agreement to Augment Award Judgment," Taylor agreed to "give up his legal right to any further post trial legal actions against Davis...in exchange for defendant Davis agreeing to voluntarily augment up [sic] the award (\$615) judgment." Taylor thereafter filed his "Motion for Ruling as to the Legality of State Farm Requiring Consent to Settlement" and "Motion to Enter Consent Judgment that Dismissed Appeal."

Plaintiff is seeking to have the Court determine that State Farm is liable for the Consent Judgment dated June 10, 2011 between Plaintiff and Mr. Davis in the amount of \$1,735,000.00. On June 11, 2012, after the hearing on the pending motion, the Court received a letter from Mr. Davis' former counsel, Matthew Tyler, informing the Court that Plaintiff contacted Budget seeking money beyond what was paid under the 2008 Covenant between the parties.

DISCUSSION

The statutory purpose of underinsured motorist coverage is "to provide coverage in the event that damages are sustained in excess of the liability limits carried by an at-fault insured or underinsured motorist." S.C. Code Ann. § 38-77-160. This section provides that the UIM carrier has the right to appear and defend in the name of the underinsured motorist in any action which may affect its liability. "In the event the automobile insurance insurer for the putative at-fault insured chooses to settle in part the claims against its insured by payment of its applicable liability limits on behalf of its insured, the underinsured motorist insurer may assume control of the defense of action for its own benefit." *Id.* The intent of Section 38-77-160 is to protect an insurance carrier's right to contest its liability for underinsured benefits. Williams v. Selective

Ins. Co., 315 S.C. 532, 446 S.E.2d 402 (1994). In the event the insured [Taylor] chooses to settle with the at-fault party's liability carrier [Budget], the underinsured carrier [State Farm] has the option to assume control of the defense of the action as provided in Section 38-77-160. Id. No attorney-client relationship exists between a UIM carrier's attorney and a named defendant. Crawford v. Henderson, 356 S.C. 389, 589 S.E.2d 204 (Ct. App. 2003). "Although the UIM carrier [State Farm] 'steps into the shoes' of the underinsured motorist [Davis], it has rights separate and distinct to those of the underinsured motorist." Id. "Underinsured motorist coverage is optional coverage provided by an insurance carrier to its insured [Taylor] in the event damages are sustained by the insured in excess of the at fault driver's liability coverage, recovery therefrom being additional to any recovery from the at fault motorist, total recovery not to exceed the damages sustained." Garris v. Cincinnati Ins. Co., 280 S.C. 149, 311 S.E.2d 723 (1984).


State Farm was not the insurer for the at-fault party [Davis] and never purported to represent him in this action. State Farm's only involvement was defending this action under the statutory rights granted UIM carriers in Section 38-77-160. Once Taylor agreed to settle with Davis, State Farm had the right to assume defense of the action for its own benefit. State Farm's obligations in this matter were exhausted when a jury found that the Defendant was liable for \$615, less than the settlement paid by Budget to the Plaintiff. Because the damages in this case were found by a jury to be \$615, Plaintiff's recovery from State Farm cannot exceed that amount. State Farm, as the Taylor's UIM carrier, therefore has no other financial duty to the Taylor in this matter. State Farm never represented Thomas Davis and therefore cannot be liable for judgments entered against Mr. Davis or for any consent judgments signed by Mr. Davis.

arf
#4

ORDER

For the aforementioned reasons, Plaintiff's request for State Farm to participate in the settlement between Plaintiff and Defendant is DENIED. Pursuant to the agreement between Plaintiff and Defendant, judgment will be entered against the Defendant personally in the amount of \$1,735,000.00.

AND IT IS SO ORDERED.


ALISON RENEE LEE
Fifth Judicial Circuit

Columbia, South Carolina
July 17, 2012

ad
#5

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2007CP4008423

Charles Taylor

Thomas Davis

PLAINTIFF(S)

State Farm

DEFENDANT(S)

Submitted by: _____

Attorney for : Plaintiff Defendant or Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ends does not end the case.
Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order: _____

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge _____ Judge Code _____

For Clerk of Court Office Use Only

This judgment was entered on 17th day of July, 2012 and a copy mailed first class or placed _____ day of _____, 20 _____ to attorneys of record or to parties (when appearing pro se)

Charles Taylor

James B. Lybrand Jr.

Thomas Davis

Charles Taylor

Thomas Davis

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Jeanette W. McBride
Clerk of Court, Jeanette McBride

RICHLAND COUNTY
FILED
2012 JUL 17 PM 1:34
JEANETTE W. MCBRIDE
CLERK OF COURT

Handwritten initials or mark in the top right corner.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

C.A. No.: 2007-CP-40-8423

Charles Taylor,

ORDER

Plaintiff,

v.

Thomas Davis,

Defendant.

FILED
09 JUN 19 PM 1:29
JEANETTE W. MORRIS
C.C.P. & G.S.

This matter came before the Court on May 21, 2009 pursuant to Plaintiff's Motion to Enter Offer of Judgment. Present at the hearing were Plaintiff, Charles Taylor, appearing *Pro Se*. Defendant was not present; however, the Court's file contains an affidavit stating that he did not oppose the entry of the accepted Offer of Judgment.

This cause of action arose out of an automobile accident occurring on September 7, 2007. According to the allegations in the Complaint, Plaintiff suffered severe and permanent injuries and incurred various expenses as a result of those injuries. Subsequently, Plaintiff filed suit against Defendant seeking damages in excess of ten million dollars (\$10,000,000.00). On April 16, 2008, Plaintiff filed an Offer of Judgment that had been presented to Defendant and his counsel for their review and consideration. This Offer of Judgment, which was signed by the Defendant, contained a judgment amount of one thousand five hundred dollars (\$1,500.00) in consideration and exchange for Plaintiff dismissing his claim against Defendant for ten thousand two hundred dollars (\$10,200.00). On May 9, 2008, counsel for Defendant filed a separate Acceptance of Plaintiff's Offer of Judgment.

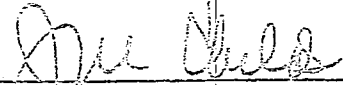
On May 16, 2008, Plaintiff filed an Amended Clarification of Plaintiff's Offer of Judgment and Defendant's Acceptance of Plaintiff's Offer of Judgment. In the Amended Clarification, Defendant admitted that he was at fault for the accident and accepted full responsibility for the damages and suffering caused to Plaintiff. Defendant also acknowledged that he knew and understood from Plaintiff's cover letter to the original offer, dated April 7, 2008, that the Offer of Judgment was in the amount of one million five hundred thousand dollars and no cents (\$1,500,000.00), in consideration of and exchange for Plaintiff agreeing to not pursue his claim against Defendant for damages the amount of ten million two hundred thousand dollars and no cents (\$10,200,000.00).

Rule 68(a), SCRCP, which provides for an offer of judgment, states that upon filing of a written acceptance of the offer of judgment, "the court shall immediately issue the judgment and the clerk shall enter the judgment as provided in the offer of judgment." Rule 68(a), SCRCP. Here, the accepted Offer of Judgment was never entered by the Clerk of Court, possibly due to simple oversight.

Upon consideration of Plaintiff's Motion to Enter Acceptance of Plaintiff's Offer of Judgment, and the record before the Court, and it appearing that no timely objection to the Motion has been filed,

IT IS HEREBY ORDERED that the Clerk of Court enter judgment in favor of Plaintiff as provided in the Amended Clarification of Offer of Judgment filed on May 16, 2008 with payment in the amount of one million five hundred thousand dollars (\$1,500,000.00) to be thereafter made to Plaintiff in satisfaction of such judgment.

IT IS SO ORDERED.


The Honorable J. Michelle Childs

ROA P-13

Circuit Court Judge
Fifth Judicial Circuit

June 18, 2009
Columbia, South Carolina

Aiken Bridges Attorneys at Law

J. Boone Aiken, III •
Michael M. Nunn
Saunders M. Bridges, Jr. •+
E. Glenn Elliott •
Matthew N. Tyler •
James M. Saleeby, Jr.
J. David Banner
Samuel F. Arthur, III
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MNT@AIKENBRIDGES.COM
843-669-8787, ext. 305
Facsimile: 843-664-0097

Alvin A. Coleman (1930-1995)

May 6, 2008

Of Counsel:
Saunders M. Bridges •

•Certified Mediator/Arbitrator
+Also Admitted District of Columbia

The Honorable Barbara A. Scott
Clerk of Court
Post Office Box 2766
Columbia, SC 29202-2766

Re: Charles Taylor vs. Thomas Davis
C/A No.: 07-CP-40-8423
AB File No.: 26972

Dear Ms. Scott:

On April 16, 2008 the Plaintiff filed an Offer of Judgment. Upon the Offer being filed, and through his letter of April 23, the Plaintiff forwarded the Offer of Judgment to my attention.

On behalf of the Defendant, the Offer of Judgment has been accepted, thus I would ask your office to please review the filed Offer of Judgment and forward to me your entry of Judgment in that amount, consistent with Rule 68 SCRPC.

I look forward to receiving the Entry of Judgment from your office as quickly as possible. We will then be transmitting funds to Mr. Taylor along with the Satisfaction of Judgment. Of course, if you have any questions, please let me know.

With kind regards, I am

Sincerely yours,


MATTHEW N. TYLER

MNT/ljm
Enclosures

ROA P-15

Aiken, Bridges, Nunn, Elliott & Tyler, PA.

181 East Evans St. Suite 409
Florence, South Carolina 29506

www.aikenbridges.com

Post Office Drawer 1931
Florence, South Carolina 29503

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Charles Taylor,)
)
Plaintiff,)

Civil Action No. 07-CP-40-8423

v.)

ORDER RELIEVING ROBERT C.
BROWN AND BROWN & BREHMER

Thomas Davis,)
)
Defendants.)

This matter came before the Court on Motion of Robert C. Brown and the law firm of Brown & Brehmer to be relieved of any further representation of the Defendant in this matter. A hearing was held on February 2, 2009 with Attorney Robert C. Brown and Attorney Matthew N. Tyler appearing for the Defendant and the Plaintiff appearing *pro se*. It appears that the Defendant, Thomas Davis, was notified both of this Motion and of this hearing. It also appears that by letter of April 15, 2008, Mr. Davis indicated that he had never heard of Mr. Brown and that Matthew Tyler is not representing Mr. Davis. Clearly, that letter indicates that Mr. Davis is not represented by Attorneys Brown or Tyler and does not wish to be represented by these attorneys. An additional letter dated June 12, 2008 reiterates these comments.

Robert C. Brown of the law firm of Brown & Brehmer was originally retained by Peak Property & Casualty Insurance Company as a purported excess liability insurance carrier for Thomas Davis in that Thomas Davis was driving a Budget rental vehicle that was self insured for some amount of coverage that would be in front of Mr. Davis' own liability insurance coverage provided by Peak Property & Casualty Insurance Company. Now, Peak Property & Casualty Insurance Company has denied coverage to Mr. Davis for the accident which occurred on September 7, 2007. In short, Peak Property & Casualty Insurance Company is no longer willing to pay Robert C. Brown or his law firm any fee associated with the continued defense of Mr. Davis in this matter.

REANETTE W. HARRIS
S.C.P. & J.C.P.
JAN 19 2009
MAY 19 2009
MAY 19 2009

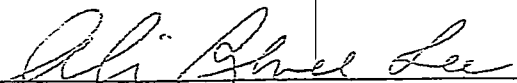
REANETTE W. HARRIS
S.C.P. & J.C.P.
JAN 19 2009
MAY 19 2009
MAY 19 2009

There has also been some dispute about the effect of an Offer of Judgment that was made by the Plaintiff and accepted by Attorney Matthew N. Tyler and then amended by the Plaintiff and accepted by Mr. Thomas Davis personally. Although this Court will not deal with the Offers of Judgment, it appears that the Offer of Judgment was agreed to by Thomas Davis without the advice of either Attorney Robert C. Brown or Matthew N. Tyler and could affect any defense that Mr. Thomas Davis may have had in this matter.

Based on all of the above, it appears that Robert C. Brown and the law firm of Brown & Brehmer should be relieved of any further representation of Thomas Davis in this matter. The Plaintiff does not oppose this motion and has indicated to the Court that he intends to pursue any and all available insurance coverages that may provide any insurance protection for the accident which occurred on September 7, 2007. Therefore,

IT IS ORDERED, that Robert C. Brown and the law firm of Brown & Brehmer are hereby relieved of any further representation of Thomas Davis in the above referenced matter.

AND IT IS SO ORDERED.


ALISON RENEE LEE
Fifth Judicial Circuit

Columbia, South Carolina
March 11, 2009

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 Charles Taylor,)
)
 Plaintiff,)
)
 v.)
)
 Thomas Davis,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 C/A NO.: 2007-CP-40-8423

ORDER RELIEVING COUNSEL

RICHLAND COUNTY
 FILED
 2009 MAR 13 PM 2:47
 JANETTE M. McBRIDE
 C.C.P. & G.S.

This matter comes before the Court upon motion of Matthew N. Tyler, appearing on behalf of the Defendant, Thomas Davis. A hearing was scheduled and took place February 2, 2009 with the Pro-Se Plaintiff, Charles Taylor, appearing. I find that proper notice was provided to all parties, including the Defendant Davis who did not appear.

This is a motor vehicle accident case wherein Mr. Davis was operating a vehicle which he rented from Budget Truck Rental. Upon learning of the lawsuit, Budget retained Attorney Tyler to represent and defend Mr. Davis, with an Answer being filed on behalf of Mr. Davis protecting his interest. This Court is informed, and the record reflects, that the Plaintiff and Mr. Davis had a number of exchanges and communications outside the presence of Mr. Tyler, including the execution by Mr. Davis of an Amended Offer of Judgment in the amount of One Million, Five Hundred Thousand and No/100 (\$1,500,000.00) dollars. This was apparently signed by Mr. Davis and later provided to Attorney Tyler.

The Court further takes note of the fact that, on a number of occasions, Mr. Davis has written to Mr. Taylor stating that he does not wish Attorney Tyler to represent him and denying any representation by Mr. Tyler or anyone else, adding that he has talked with his own attorney about

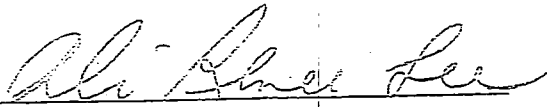
this matter, and with Mr. Taylor forwarding those letters to the Richland County Clerk of Court, thus made part of the record. The Court finds that Mr. Tyler has attempted, on a number of occasions, to meet with Mr. Davis, but Mr. Davis has refused.

On behalf of the Defendant Davis, Attorney Tyler tendered the \$25,000.00 (self-insured) minimum limits coverage to Mr. Taylor in exchange for a Covenant Not to Execute, such Covenant being dated November 8, 2008, and introduced as an exhibit to the February 2, 2009, hearing by Mr. Tyler, the same being acknowledged and admitted by the Plaintiff Charles Taylor.

I find that the Answer submitted on behalf of Mr. Davis protects his interests, and that the November 8, 2008 Covenant likewise protects the interests of Mr. Taylor. I further find that Mr. Tyler is and shall be relieved from any further representation of the Defendant Davis, as it is apparent that Mr. Davis does not understand the involvement of Mr. Tyler nor does he wish to be represented by Attorney Tyler.

Accordingly, it is therefore ORDERED, that Matthew N. Tyler is hereby relieved as counsel for the Defendant Davis, with Attorney Tyler to forward a copy of this Order, first class mail, to the attention of Thomas Davis and independent counsel for Mr. Davis to thereafter enter an appearance within 30 days of the filing date of this Order, or in the alternative, for Mr. Davis to appear Pro-Se.

IT IS SO ORDERED.


ALISON RENEE LEE
FIFTH JUDICIAL CIRCUIT

Columbia, South Carolina
March 11, 2009



STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF RICHLAND

CASE NO: 2007CP4008423

IN THE COURT OF COMMON PLEAS

Charles Taylor

vs.

Budget Truck Rental

Plaintiff

Defendant

CHECK ONE:

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried and a decision rendered.
- ACTION DISMISSED (CHECK REASON):
 - Rule 12(b), SCRPC;
 - SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON):
 - Rule 40(j) SCRPC;
 - Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 - Other: _____

RICHLAND COUNTY
 FILED
 JENNIFER W. BRIDGES
 C. CLERK
 2010 JAN 20 PM 3:55
 Rule 41(b)

DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):

- Affirmed; Reversed; Remanded; Other

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

IT IS ORDERED AND ADJUDGED: See attached order; Statement of Judgment by the Court:

Defendant's motion to set aside the June 19th judgment of this Court is granted and Plaintiff's motion to enforce the June 19th judgment is denied.

Plaintiff failed to comply S.C. Code Section 38-77-160 stating that "no action may be brought under the underinsured motorist provision unless copies of the pleadings in the action establishing liability are served in the manner provided by law." Under S.C. law, the S.C. Department of insurance is the legal agent for service of process on insurance companies. S.C. Code Ann. § 38-5-70. Plaintiff did not serve the summons and complaint until October 13, 2009. Therefore, Defendant State Farm did not have an opportunity to appear and defend against the June 19th judgment. See *Donaldson v. Tixier*, 339 S.C. 202, 528 S.E.2d 679 (Ct. App. 2000)(holding the requirement of service within S.C. Code Section 38-77-160 is absolute). Moreover, Plaintiff consented in open court to the setting aside of the June 19th judgment, in favor of pursuing his claim for underinsured motorist coverage against Defendant State Farm.

Defendant's motion to enforce a settlement has not been heard and should be scheduled.

Dated at Columbia, South Carolina, this 20th day of January, 2010.

Alan Lee Lee

 PRESIDING JUDGE

This judgment was entered on the _____ day of _____, 2009, and a y mailed first class this
21st day of Jan., 2009, to attorneys of record or to parties (when appearing pro se) as follows:

Charles Taylor

ATTORNEY(S) FOR THE PLAINTIFF(S)

SCRCP APP-24/FORM 4

James B. Lybrand, Jr.

ATTORNEY(S) FOR THE DEFENDANT(S)

Genevieve W. Lybrand

Clerk of Court

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2007-CP-40-8423

Charles Taylor

Thomas Davis

PLAINTIFF(S)

DEFENDANT(S)

CHECK ONE:

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

IT IS ORDERED AND ADJUDGED: See attached order; Statement of Judgment by the Court:

Verdict for Plaintiff in amount \$615.00. Defendant's request for offset is granted based upon previous settlement. Judgment satisfied. Post trial motion of Plaintiff was denied.

Dated at Columbia, South Carolina, this 17 day of May, 2011.

[Signature]
PRESIDING JUDGE

This judgment was entered on the _____ day of _____, 20____, and a copy mailed first class this 18 day of May, 2011 to attorneys of record or to parties (when appearing pro se) as follows:

Pro Se

James B. Lybrand Jr

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

[Signature]
CLERK OF COURT

RECEIVED
2011 MAY 18 PM 3:54
RICHLAND COUNTY

NOTICE OF APPEAL IN CIVIL CASE

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Case No: 2007-CP-40-8423

Thomas Davis.....Respondent,

v.

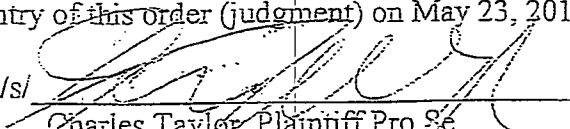
Charles Taylor.....Appellant,

NOTICE OF APPEAL

Charles Taylor appeals the order (judgment) of the Honorable Alison R. Lee dated May 18, 2011. Appellant received written notice of the entry of this order (judgment) on May 23, 2011.

June 8, 2011

/s/


Charles Taylor, Plaintiff Pro Se
Post Office Box 3652
Sumter, South Carolina
(803) 883-4356

Thomas Davis
Defendant
Post Office Box 33
Gable, South Carolina 29501

Other Counsel of Record:
James B. Lybrand, Jr.
Post Office Box 58
Columbia, South Carolina 29202 / (803) 252-0500
Attorney for (UIMC) State Farm

RECEIVED

JUN 10 2011

SC Court of Appeals

ROA P-23

FROM 1ST APPEAL

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

FIFTH JUDICIAL CIRCUIT
CASE NUMBER: 2007-CP-40-8423

Charles Taylor)

NOTICE OF MOTION AND MOTION TO

Plaintiff,)

Enter consent judgment that dismissed appeal

vs.)

Thomas Davis)

(post trial motion)

Defendant,)

2011 AUG 18 AM 11:18
JEANETTE V. MORRIS
C.C.P. & G.S.

TO: ALL PARTIES:

PLEASE TAKE NOTICE!, that pursuant to any and all applicable scrcp, plaintiff will move before the Presiding Judge of the Fifth Judicial Circuit , Richland County Judicial Center, 1701 Main Street, Columbia, South Carolina, on the 10th day after service hereof or as soon thereafter as PLAINTIFF & DEFENDANT may be heard, to have entered a CONSENT JUDGMENT.

That this motions is based on the attached agreement between the parties, which dismissed plaintiff's post trial appeal by the South Carolina Court Of Appeals, returning case to this Court for entry of Judgment upon the appeal dismissal agreement.

CHARLES TAYLOR

PLAINTIFF

Post Office Box 3652
Sumter, S.C. 29151
(803) 609-7990

Sumter, South Carolina

August 15, 2011

FOR THE REFERENCED
ATTACHMENTS, SEE SAME AS
roa-p.2-4 HEREIN

ROA P-24

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

5TH CIRCUIT
CASE NO: 2007-CP-400-8423

CHARLES TAYLOR

VS.

THOMAS DAVIS

DEFENDANT,

*13
H. St
Post
appt Muller
11-2-11*

Notice of Motion and Motion

For Ruling As To The Legality of State Farm
Requiring Plaintiff Obtain Their Consent
To Settle With At Fault Party-Defendant
(after sc appeals court order)

2011 NOV 02 AM 11:02

RICHLAND COUNTY
FILED

TO ALL APPLICABLE AND/OR INTERESTED PARTIES:

YOU WILL PLEASE TAKE NOTICE, that pursuant to any and/or all applicable SCRCF,
Plaintiff will move before the presiding judge of the Fifth Judicial Circuit, Richland County,
Judicial Center, 1701 Main Street, Columbia, South Carolina, on the 10th day after service hereof
or as soon thereafter as plaintiff may be heard, for a ruling as to the legality of State Farm
Insurance Company requiring plaintiff to obtain their consent to settle with the at fault party-
defendant, after S. C. Appeals Court Order.

This motion is based on and supported by ALL the attachments.



CHARLES TAYLOR, PLAINTIFF
POST OFFICE BOX 3652
SUMTER, SOUTH CAROLINA
ZIP CODE: 29153-3652
(803) 609-7990

Sumter, South Carolina

November 2, 2011

ROA P-26

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

5TH CIRCUIT

CASE NO: 2007-CP-400-8423

CHARLES TAYLOR)

PLAINTIFF,)

VS.)

THOMAS DAVIS)

DEFENDANT,)

MOTION

For Ruling As To The Legality of State Farm
Requiring Plaintiff Obtain Their Consent
To Settle With At Fault Party-Defendant
(after sc appeals court order)

JEANETTE R. McBRIDE

2018 OCT 17 AM 11:02

RICHLAND COUNTY
FILED

IN A NUTSHELL:

(1). That this case arose from a truck accident back on 9-7-2007, whereby defendant Davis driving a Budget Rental Truck, rear ended plaintiff into another car driven by the Browns in Columbia, SC.; and that Davis was at fault;

(3). That plaintiff suffered severe bodily injuries, including but not limited to, lifetime permanent disability from the spinal cord injury among other bodily injuries, with medical bills to date of over \$125,000.00 and ongoing, and property damages of over \$110,000.00 plus all other subsequent losses directly and indirectly for lifetime, and left on Social Security Disability;

(4). That plaintiff brought a \$10,000,000.00 (Ten Million Dollars) Suit, later amended to \$40,000,000.00 (Forty Million Dollars), against defendant Davis;

(5). That state farm entered this case pursuant to S. C. Codes Section 38-77-160, with a maximum liability of \$100,000 each, for personal injury and property damages;

(6). That the case ultimately wound its way through trial

(1)

ROA P-27

Page 2 of 2


Appeals, whereby plaintiff and defendant reached a settlement agreement and submitted same to the Appeals Court to dismiss the appeal based on the agreement, which was granted by Order of the S.C. Court of Appeals, returning case to this court for entry of Judgment upon the agreement;

(PLEASE SEE SUBJECT AGREEMENT AND APPEALS COURT ORDER ATTACHED):

(7). Thus plaintiff now motions this court for a (RULING) as to the legality of state farm, (through its attorney), being counseled to require the under insured (plaintiff), (especially after the fact-see above), now-to obtain their consent to settle with the at fault party-defendant, which requirement plaintiff believe violates;

S. C. INSURANCE LAW SECTION 38-77-160, WHICH SECTION IN PART PROHIBITS ANY UNDER INSURED POLICY REQUIRING THE INSURER'S CONSENT TO SETTLE AT ANYTIME WITH THE AT FAULT PARTY, BE IT AFTER THE FACT OR BEFORE;
(see copy s. c. law attached).

(8). Finally, plaintiff seeks a (RULING) as to the liability of state farm TO PAY THE WHOLE AMOUNT, PER THE SETTLEMENT AGREEMENT ATTACHED, PER THEIR DEFENDING THIS CASE TO THE VERY END IN LIEU OF A SETTLEMENT OFFER AS LOW AS \$100,000 AT ONE POINT, WHICH WAS REFUSED BY STATE FARM.



CHARLES TAYLOR, PLAINTIFF PRO-SE
POST OFFICE BOX 3652
SUMTER, SOUTH CAROLINA 29151
(803) 609-7996

Sumter, South Carolina

November 2, 2011

2

(2)

ROA P-28

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2007-CP-40-8423

Charles Taylor,)
)
Plaintiff,)

vs.)

Budget Truck Rental and/or)
Thomas Davis,)
)
Defendants.)

NOTICE OF MOTION AND MOTION TO
SET ASIDE ORDER OF JUDGMENT

FILED
JANET H. W. McBRIDE
C.C.P. & G.S.

2009 OCT 30 PM 3:25

FILED
RICHMOND COUNTY

TO: CHARLES TAYLOR, PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that State Farm Mutual Automobile Insurance Company, by and through its undersigned counsel, will move before the Presiding Judge of the Fifth Judicial Circuit, Richland County Judicial Center, 1701 Main Street, Columbia, South Carolina on the tenth day after service hereof or as soon thereafter as counsel may be heard for an Order setting aside the Judgment entered against Defendant filed on June 19, 2009.

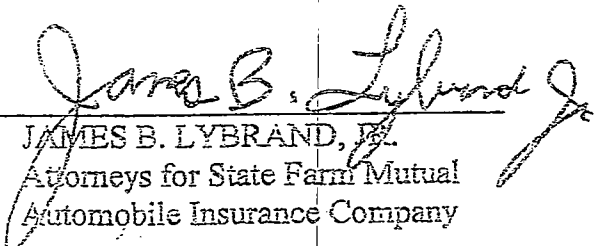
This Motion is based upon Rule 60 SCRCF and Section 38-77-160 of the S. C. Code (1976 as anotated). The grounds for this Motion are as follows. This is a negligence action filed by Plaintiff arising from an automobile accident occurring on September 7, 2007. During the pendency of the action the insurance carrier for Defendant Davis upon information and belief settled its claim with Plaintiff in exchange for a Covenant Not to Execute which purportedly reserved Plaintiff's right to pursue underinsured motorist benefits. The Judgment in question was obtained before State Farm, Plaintiff's underinsured motorist carrier, was formally brought into this action on October 13, 2009. Section 38-77-160 provides in part as follows:

"No action may be brought under the underinsured motorist provisions unless copies of the pleadings in the action establishing liability are served in the manner provided by law upon the insurer writing the underinsured motorist provision. The insurer has the right to appear and defend in the name of the underinsured motorist in any action which may affect its liability and has thirty (30) days after service of process upon it in which to appear."

Since State Farm was not a party to the action at the time the judgment was obtained, it could in no way be bound by the judgment as it had not been served nor had standing to participate and present a defense in the proceedings at that time. Accordingly, the Court should set aside the Order of Judgment if Plaintiff desires to proceed with this underinsured motorist claim against State Farm. In the event Plaintiff insists on preserving the judgment and opposes the setting aside of same, the Court should then dismiss this action with prejudice against State Farm and issue an order that Plaintiff has no legal right to proceed against State Farm for underinsured motorist benefits since the judgment against Defendant had been obtained prior to State Farm being formally brought into the case.

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
October 30, 2009

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2007-CP-40-8423

Charles Taylor,)
)
Plaintiff,)

vs.)

Budget Truck Rental and/or)
Thomas Davis,)

Defendants.)

ANSWER

(Jury Trial Demanded)

FILED
2009 OCT 30 PM 3:26
JEANETTE W. FRISBIDE
C.C.P. & U.S.

State Farm Mutual Automobile Insurance Company (hereinafter "State Farm"), appearing and defending this action as an alleged underinsured motorist carrier in accordance with Section 38-77-160, answers Plaintiff's Complaint as follows:

FOR A FIRST DEFENSE

1. That it expressly denies each and every allegation of the Complaint not hereinafter specifically admitted, qualified or explained.

2. That upon information and belief the Defendant Budget Truck Rental has previously been dismissed as a party to this action by order of the Court and that Thomas Davis is now the only remaining Defendant.

3. Answering paragraph one (1) of the Complaint, it would admit upon information and belief that an automobile accident occurred on or about September 7, 2007 at or around the time and location alleged in the Complaint involving vehicles driven by Plaintiff, Defendant Davis and a third vehicle believed to be driven by Elise Brown. It is further admitted upon information and belief that the vehicle driven by Defendant Davis struck the rear of Plaintiff who then struck the rear of the

J. B. Taylor
#1

Brown vehicle. It has insufficient information to form a belief as to the remainder of said paragraph and therefore denies same and demands strict proof thereof.

4. That it has insufficient information to form a belief as to the allegations of paragraphs two (2) and three (3) of the Complaint and therefore denies same and demands strict proof thereof.

5. That it has insufficient information to form a belief as to the allegations of paragraphs four (4), five (5), six (6), seven (7) and eight (8) of the Complaint and therefore denies same and demands strict proof thereof.

6. Answering paragraphs nine (9) and ten (10) of the Complaint, it believes that no response to these paragraphs is required since Defendant Budget is no longer a party to this action. However, to the extent that the Complaint is interpreted as requiring a response, it denies said allegations and demands strict proof thereof.

7. That it expressly denies the allegations of paragraphs eleven (11) and twelve (12) of the Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE

8. That it would allege that on or about June 19, 2009 Plaintiff obtained a judgment in this action in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) against Defendant based upon an alleged offer of judgment exchanged between the parties. This Order was issued prior to State Farm being served with process and prior to its entry into this case. Section 38-77-160 provides that no action seeking to recover underinsured motorist benefits may be brought unless copies of the pleadings in the subject action are served on the underinsured motorist carrier who then has the right to appear and defend in the name of the underinsured motorist in any action which may affect its liability. Plaintiff's failure to serve State Farm prior to obtaining the judgment

J.B. Z. Jr.
#2

against Defendant thereby prevents and precludes Plaintiff from asserting any claims against State Farm for underinsured motorist benefits since State Farm was not afforded its statutory rights to appear and defend the action prior to the judgment being entered. Accordingly, Plaintiff's action against State Farm should be dismissed or alternatively, the Court should set aside the Order of Judgment and allow State Farm to appear and fully defend this action since the claims asserted by Plaintiff potentially affect its liability in the matter.

FOR A THIRD DEFENSE

9. That upon information and belief, prior to Plaintiff formally serving State Farm through the South Carolina Department of Insurance on or about October 13, 2009, Plaintiff and representatives of State Farm entered into settlement negotiations related to the Plaintiff's claims for underinsured motorist benefits and negotiated a settlement of that claim whereby State Farm offered to pay and Plaintiff agreed to accept the sum of \$25,000 in full, complete and final settlement of the Plaintiff's claim for underinsured motorist benefits. In August 2009 State Farm tendered the funds referred to above to Plaintiff by settlement draft which Plaintiff accepted, cashed and received the funds pursuant to the agreement between the parties. Accordingly, Plaintiff's claims for underinsured motorist benefits in this action are now barred by the doctrine of accord and satisfaction and the Court should enforce the negotiated settlement and dismiss this action with prejudice.


WHEREFORE, having fully answered State Farm Mutual Automobile Insurance Company

JBZ
#3

prays that the Complaint be dismissed with costs.

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

October 30, 2009

exists between a UIM carrier's attorney and a named defendant. Crawford v. Henderson, 356 S.C. 389, 589 S.E.2d 204 (S.C. App. 2003)

Subsequent to the jury trial and the appeal filed by Taylor, State Farm was never a party to any discussions or settlement negotiations which occurred between Taylor and Davis. On the surface it appears odd (and certainly against the financial interest of Davis) to initially "accept" an offer of judgment for \$1,500,000 prior to the trial; for Davis to amend the terms and conditions of a Covenant Not to Execute which were favorable to him and for his financial protection; and then to settle a case on appeal in which he essentially had been found liable to Taylor for a mere \$615.

Should the Court grant any or all of the relief sought by Plaintiff, State Farm would assert that it should not and cannot be bound by any such settlement agreements or judgments entered into between Taylor and Davis directly either before or after the subject jury trial. Moreover, any order should contain a finding that bars Taylor from attempting to collect any "amended judgment" against State Farm or hold State Farm liable in any fashion since it simply afforded itself of its statutory right to appear and defend this action which it has done. Any agreement or settlement between Taylor and Davis cannot affect or be construed as obligating State Farm to pay Taylor any additional monies whatsoever. In Crawford our Court of Appeals noted the following:

"Significantly, our Supreme Court has held that the rights of the UIM carrier [State Farm] and the named defendant [Davis] are not synonymous, and, in fact, may be conflicting.

[A]lthough the UIM carrier "steps into the shoes" of the underinsured motorist, it has rights separate and distinct to those of the underinsured motorist."

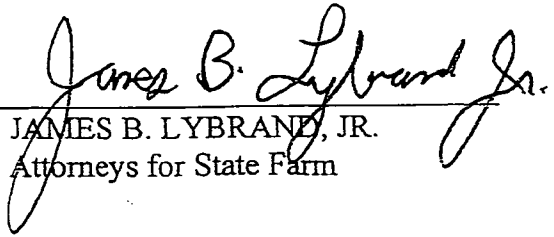
Crawford, id at p. 208 See also Broome v Watts, 319 S.C. 337, 461 S.E.2d 46 (1995)

State Farm concedes that its consent is not required to approve or validate any settlement agreement between Taylor and Davis; however, State Farm cannot be bound by any such agreements which purport to hold State Farm liable for an amount which vastly exceeds the jury verdict.

Respectfully submitted,

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

BY:


JAMES B. LYBRAND, JR.
Attorneys for State Farm

Columbia, South Carolina

May 2, 2012

State of South Carolina

Court of Common Pleas

County of Richland

2007-CP-40-08423

Charles Taylor

:

:

-VS-

:

TRANSCRIPT OF RECORD

:

Budget Truck Rental, et al

:

May 7, 2012

Columbia, South Carolina

B E F O R E:

The Honorable Alison R. Lee, Judge.

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

Charles Taylor, Pro Se Plaintiff

James B. Lybrand, Jr., Esquire
Attorney for the Defendants

Also Present: Tom Hesse, Esquire

Daphne D. Helms
Circuit Court Reporter

ROA P-37

1 The Court: The next matter I have is Charles Taylor
2 versus Budget Truck Rental, 2007-CP-40-08423. And actually
3 the defendant is Thomas Davis and not Budget Car Rental. Mr.
4 Taylor is representing himself. The defendant is represented
5 by Jim Lybrand.

6 We're here on two motions that have been filed by Mr.
7 Taylor. One is a motion on the ruling -- motion for a ruling
8 as to the legality of State Farm's request that they consent
9 to any settlement, and the other one is also filed by Mr.
10 Taylor to enter a consent judgment that he and Mr. Davis
11 entered into at the time that the appeal was dismissed.

12 I've read both of the motions. I've also read
13 information that was sent by Mr. Lybrand in opposition to the
14 motions, and so, Mr. Taylor, I'll hear from you. I
15 understand that after the case was tried that there was an
16 appeal filed, and then during the course of the appeal you
17 and Mr. Davis entered into an agreement which you presented
18 to the Court of Appeals and the Court of Appeals then
19 dismissed the appeal as a result of that agreement, and I
20 guess Mr. Lybrand representing the underinsured would not
21 consent to it and so you've filed both motions, one of which
22 is to approve the -- or enter judgment based upon the
23 agreement that you and Mr. Davis entered into while the case
24 was on appeal and the other one relates as to State Farm's

1 dismissal of the appeal. I'm not here stating that I was
2 required to be, but there was no -- there was no consent
3 withheld by me or there was no effort made by me to sort of
4 block or blunt Mr. Taylor's discussions or his settlement
5 agreement with Mr. Davis while the case was on appeal
6 because, quite frankly, I didn't know there was any
7 communications going on between the two of them until I was
8 notified, received affidavits, and the case was -- the case
9 on appeal was dismissed. So that's what I meant in that part
10 of my memorandum that Mr. Taylor produced as Exhibit 1 where
11 it just says State Farm concedes that his consent is not
12 required to approve or validate any settlement agreement
13 between Taylor and Davis.

14 The odd thing that I wanted to make clear to the Court,
15 Your Honor, is we have what purports to be a history of a
16 case in which a defendant essentially would have no further
17 financial responsibility. A case goes to a jury verdict.
18 The case is then appealed, a case that -- whose result was
19 favorable to the defendant, and while the appeal was going
20 on, discussions are had in which the defendant, unless I'm
21 missing something, totally against his own financial interest
22 decides not to take advantage of what has gone on in the past
23 but instead obligates himself to pay the plaintiff a million
24 -- whatever it is, \$1,750,000.

25 All we've had f affidavits. Mr.

§ 38-77-160

INSURANCE

the vehicle involved in the accident. If none of the insured's or named insured's vehicles is involved in the accident, coverage is available only to the extent of coverage on any one of the vehicles with the excess or underinsured coverage. Benefits paid pursuant to this section are not subject to subrogation and assignment.

No action may be brought under the underinsured motorist provision unless copies of the pleadings in the action establishing liability are served in the manner provided by law upon the insurer writing the underinsured motorist provision. The insurer has the right to appear and defend in the name of the underinsured motorist in any action which may affect its liability and has thirty days after service of process on it in which to appear. The evidence of service upon the insurer may not be made a part of the record. In the event the automobile insurance insurer for the putative at-fault insured chooses to settle in part the claims against its insured by payment of its applicable liability limits on behalf of its insured, the underinsured motorist insurer may assume control of the defense of action for its own benefit. No underinsured motorist policy may contain a clause requiring the insurer's consent to settlement with the at-fault party.

HISTORY: 1989 Act No. 148, § 21, eff. July 1, 1989; 1994 Act No. 461, § 7, eff. June 29, 1994.

Claimants were not entitled to Motorist (UIM) coverage at the time vested where on July 13, 1998 driver was struck and killed by: own liability coverage was the amount of damages arising from death and the amount of the UIM since at the time of this vesting was not effective and the state was "reduction" coverage state wherein benefits provided to an insured under UIM when the claimant's UIM coverage was less than the at-fault driver's liability (Ferm Mut. Auto. Ins. Co. v. Houtchens, 2000 SC 165, 403 SE2d 318).

An insured motorist was not an insured under an automobile insurance policy where the vehicle in which the insured was killed was not an underinsured motorist as defined by statute and policy where the policy at issue was reissued on November 14, 1987; § 56-9-310 (as amended by § 38-77-30) had become effective and this section defined underinsured motorist coverage as "reduction" coverage rather than "excess" coverage. Pursuant to § 38-77-160.

TUOMEY HEALTHCARE SYSTEM
DAY SURGERY DISCHARGE INSTRUCTIONS

DAY SURGERY BUS. HRS.: MON - FRI 6:00AM - 8:00

PHONE: (803) 774 - 9290

Patient Name: _____

Acct #: _____

1. DIET

- _____ No hot food or liquids for _____ days or weeks.
- _____ Force liquids.
- _____ Restricted.
- _____ Unrestricted (Routine as before surgery).
- _____ Liquids and light foods (Jell-O, soup, etc.) as tolerated, then progress to normal.
- ***ABSOLUTELY NO ALCOHOLIC BEVERAGES FOR THE NEXT 24 HOURS***



TAYLOR, CHARLES E
Acct: 1273095 Unit: 3384
BRINGS, HANS A
SDC DOS: 10/29/07
M B Age: 51 DOB: 10/08/55

2. ACTIVITY

- _____ CHILDREN SHOULD HAVE RESPONSIBLE ADULT WITH THEM AT ALL TIMES.
- _____ Go directly home from the hospital, stay inside, and limit your activities. Do not drive, shop, operate machinery for 24 hours.
- _____ Do not sign any legal documents for the next 24 hours or while taking pain medication.
- _____ Do not engage in sports, heavy lifting or work until your doctor gives you permission.
- _____ Dizziness is common when taking pain medication. Do not drive, be careful walking and climbing stairs, and of throw rugs.
- _____ May resume normal activities in _____ hrs., active range of motion to extremity to maintain tone and prevent clots.
- _____ No sex, no tampons, NOTHING IN VAGINA until your doctor says it's o.k.
- _____ You are on Bedrest with bathroom privileges only.
- _____ Turn, cough and deep breathing exercises should be done 3-4 times a day for the next 48-72 hours.
- _____ Proper use of alternative equipment (walker, crutches, post op shoe, sling, etc.).
- _____ No heavy lifting or strenuous activity for _____ days/weeks.

Surgery cancelled

3. WOUND CARE

- _____ Sleep with head elevated
- _____ Keep ears dry.
- _____ Keep area dry and clean
- _____ Do not be alarmed if the _____
- _____ Change dressing as nr _____
- _____ Do not change dressin _____
- _____ Wear bra for _____ days & nights
- _____ Do not remove strips of tape on wound. Clean site every _____
- _____ Remove dressing in _____ hours. Shower, wash with soap and water. Pat dry. Replace dressing.
- _____ Keep affected limb elevated for _____ hrs.
- _____ Keep ice pack in place _____
- _____ You will have vaginal bleeding, not more than a period.
- _____ Urine may be bloody. _____ Strain urine.
- _____ Peri Care - Change pad at each bathroom visit, wipe front to back.

DAMAGES TRIAL
EXHIBIT C
page 7 of 25
re: plaintiff injuries & lifetime disability
from this accident!

is expected. Follow up w/
Dr. Williams as
scheduled on
Monday.

4. MEDICATIONS

- _____ If you are given a prescription have it filled and take as prescribed.
- _____ Your last dose of pain medication was given at _____
- _____ Food/Drug Interaction sheet provided along with instructions _____

5. SYMPTOMS TO REPORT TO PHYSICIAN

- _____ Excessive bleeding.
- _____ Excessive pain.
- _____ Inability to void.
- _____ Infected (red or angry) wound or discharge with foul odor or unusual color (yellow, greenish, etc.).
- _____ Extremity becomes cold to touch, blue, or numb, calf pain. Excessive swelling of extremity.
- _____ Excessive nausea or vomiting.
- _____ Temperature above 101°F after first post-op night.
- _____ You may experience minor surgical and anesthesia related discomforts such as nausea, hoarseness, sore throat, cough, muscle aches, headache, low grade temp or drowsiness. These symptoms should improve after 24-48 hours.
- _____ Sudden change in vision.
- _____ Report signs of reaction (chills/fever, itching/rash, difficulty breathing).

6. FOLLOW UP APPOINTMENTS

- Dr. _____ Date/Time _____ Dr. will call you this p with further instructio
- Call Dr. office in am to make appt.
- Implant card given to patient.
- Home Med. Sheet given
- Additional physician discharge instructions was provided to the patient. Yes N/A
- Discharge instructions _____ Relationship (if other than patient) _____

[Signature]

SIGNATURE OF PATIENT
SHOULD A PROBLEM ARISE NOT COVERED IN THE
EMERGENCY ROOM (PLEASE TAKE THESE INSTRU
31080 Rev. 10/12/05

[Signature]

SIGNATURE OF RESPONSIBLE PARTY
WHITE.

[Signature]

DISCHARGED BY
PERSONAL PHYSICIAN OR GO TO THE NEAR
-PATIENT COPY Page

Social Security Administration
Retirement, Survivors, and Disability Insurance
Important Information

Office of Central
Operations
1500 Woodlawn Drive
Baltimore, Maryland 21241-1500
Date: November 13, 2008

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



DAMAGES TRIAL
EXHIBIT C

page 2 of 25
re: plaintiff injuries & lifetime disability
from this accident!

We are writing to give you new information about the disability benefits which you receive on this Social Security record.

We are paying you beginning November 2008.

- You will receive \$667.00, which is the money you are due for December 2008.
- After that, you will receive \$1,065.00 each month.

Do You Think We Are Wrong?

You are entitled to benefits because of a decision made by the Administrative Law Judge.

If you disagree with this decision, you have the right to appeal. We will review your case and consider any new facts you have. A person who did not make the first decision will decide your case. We will correct any mistakes. We will review those parts of the decision, which you believe are wrong and will look at any new facts you have. We may also review those parts, which you believe are correct and may make them unfavorable or less favorable to you.

- You have 60 days to ask for an appeal.
- The 60 days start the day after you get this letter. We assume you got this letter 5 days after the date on it unless you show us that you did not get it within the 5-day period.
- You will have to have a good reason for waiting more than 60 days to ask for an appeal.
- You have to ask for an appeal in writing. We will ask you to sign a form SSA-561-U2, called "Request for Reconsideration". Contact one of our offices if you want help.



August 10, 2011

From: Thomas Davis
Defendant Representing self
Post Office Box 773
Manning, South Carolina 29105

To: The Clerk Of Court
Post Office Box 2766
Columbia, S. C. 29202

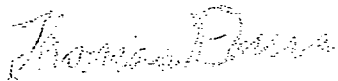
In The Case Of: Taylor v. Davis 2007-CP-400-8423

Dear Clerk:

In this case, I am the defendant. I would appreciate your seeing to it that I receive copies of any and all notices sent out from your office regarding this case. I have not been receiving such notices, even though I am representing myself in this case from the beginning and have not authorized anyone else to represent, act, nor speak for me in this case. I believe the law says that I must be properly served or all such proceedings may afterwards be nullified. Could you explain why I wasn't being sent notices?

I am sending the parties down below a copy of this letter, letting them know that I have not been so notified in this case and that I want them to know to serve me with all communications going forward, so that I may look out for and protect my own best interest as the defendant in this case, given all the litigation that have taken place in this case since 2007, and could yet come.

Thank You.



Thomas Davis
Defendant

I am sending a copy to:

Mr. Charles Taylor
Mrs. Elise S. Brown
Mr. James Lybrand, Attorney

McDONALD, McKENZIE, RUBIN, MILLER AND LYBRAND, L.L.P.

ATTORNEYS AT LAW

ROBERT A. MCKENZIE
HYMAN S. RUBIN, JR.
BEN N. MILLER III
JAMES B. LYBRAND, JR.†
RONALD E. ALEXANDER
KEVIN T. BROWN
JOHN F. MCKENZIE*
DAMON C. WLODARCZYK

POST OFFICE BOX 58
COLUMBIA, SOUTH CAROLINA 29202

2ND FLOOR, 1704 MAIN STREET
COLUMBIA, SOUTH CAROLINA 29201
www.mmrml.com

HEYWARD E. McDONALD
1925-2000

TELEPHONE (803) 252-0500
FAX (803) 929-3530

†CERTIFIED MEDIATOR AND ARBITRATOR
*ALSO ADMITTED IN TEXAS

June 23, 2008

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

Re: Charles Taylor vs. Thomas Davis
Civil Action No: 2007-CP-40-8423

VERIFIED
UNDERINSURED'S
COVERAGE

Dear Mr. Taylor:

Please be advised that State Farm has asked me to respond to your letter dated May 20, 2008 directed to Chip Russell regarding the above matter.

Based upon information provided it appears that you were involved in an automobile accident with Thomas Davis on or about September 7, 2007. We understand that Mr. Davis was operating a rental vehicle which had liability coverage through the rental car company. Additionally, we understand that Mr. Davis has additional liability coverage applicable to this accident through his personal insurer.

It is my understanding that you were insured by State Farm at the time of the accident under four separate policies. The State Farm policy covering the vehicle you were driving at the time of this accident had underinsured motorist coverage of \$25,000. Additionally, I am advised that you had three other State Farm policies in effect covering non-involved vehicles and that each of those three policies had underinsured motorist coverage limits of \$25,000. Accordingly, there would be a total of \$100,000 of underinsured motorist benefits available from State Farm applicable to the subject accident.

As you may know underinsured motorist coverage affords an insured protection in the event that damages are sustained by an insured in excess of the liability coverage limits carried by the at-fault driver in an accident.

State Farm is aware that you have brought a lawsuit against Mr. Davis which is currently being defended by the liability carriers for the rental company and Mr. Davis' personal carrier. Apparently, that case has not yet been set for trial. If and when State Farm is formally brought into

ROA P-44

MAY 20, 2008

To: Mr. Chip Russell
STATE FARM CLAIMS
PO Box 10003
Duluth, Ga. 30096

Also Fax To: 1-888-870-0317

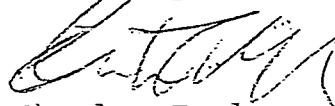
From: Charles Taylor
PO Box 3652
Sumter, SC. 29151

Re: Claim #40-8205-804
DOL. September 7, 2007
Insured: Charles Taylor
Injured Party: Insured

Dear Mr. Russell:

...Also, please don't forget to include the amounts in the policies and if you will, send a copy of each policy contract, so that i can read the provisions in each one as they apply to this accident.

Sincerely & Kindly Yours,



Charles Taylor
Claimant

ROA P-45

SEPTEMBER 25, 2008

BY MAIL & FAX TO: 1-803-929-3530

TO: Mr. James B. Lybrand, Jr. Esq.
For STATE FARM CLAIMS
PO Box 58
Columbia, SC. 29202

FROM: Charles Taylor
PO Box 3652
Sumter, SC. 29151

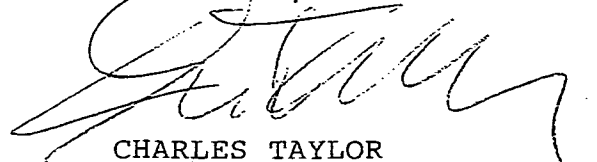
Re: Your Letter To Me Dated June 23, 2008

Dear Mr. Lybrand:

I requested in a letter of May 20, 2008 to State Farm Claim adjuster, Mr. Chip Russell, for a copy of my policy contract-s, and your letter of the above date referenced these, 4 policy contracts, but to date i have not received the copies requested.

If you would be kind enough, please see to it that i am provided such as soon as possible, for review of the particulars therein, as such relates to the subject accident of September 7, 2007.

SINCERELY,



CHARLES TAYLOR
Claimant & Injured Party

ROA P-46

FEBRUARY 26, 2009

BY MAIL & FAX TO: 1-888-870-0317

Mr. Chip Russell
STATE FARM CLAIMS
PO Box 10003
Duluth, GA. 30096

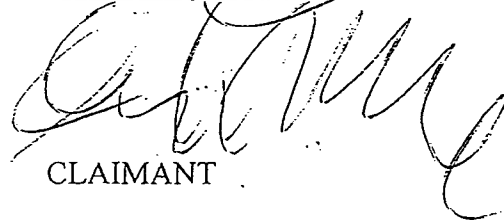
Charles Taylor
PO Box 3652
Sumter, SC. 29151

RE: Claim #40-8205-804
Date of Loss: 7/7/07
Insured: Charles Taylor

DEAR MR. RUSSELL:

I still have not received a copy of the policy contracts that I requested from you and your attorney Mr. Lybrand heretofore. Again, please provide me these as soon as possible. I would appreciate it.

CHARLES TAYLOR

A handwritten signature in black ink, appearing to read 'Charles Taylor', written over a faint dotted line.

CLAIMANT

ROA P-47

December 10, 2009

BY CERTIFIED MAIL & FAX TO: 1-888-870-0317

Mr. James Inman
STATE FARM CLAIMS
PO Box 10003
Duluth, GA. 30096

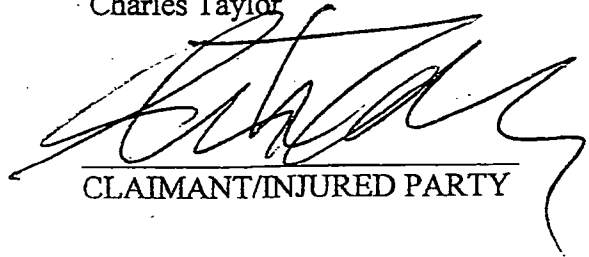
Charles Taylor
PO Box 3652
Sumter, SC. 29151

RE: Claim #40-8205-804
Date of Loss: 7/7/07
Insured: Charles Taylor
Injured Party: Same

DEAR MR. INMAN:


On quite a few times before I have requested a copy of my policy contracts from your company and your attorney, but I have not received them. Maybe you can get a copy of these to me and that will be most helpful. I am blind as to the language in these policy contracts and what they say and mean, as it relates to this accident. I hope you can understand my need for them. I am notarizing this correspondence and sending it via certified mail and by fax, so that you can't say later that you didn't get my request. You know how you insurers are sometime, not you personally, but your companies.

Charles Taylor



CLAIMANT/INJURED PARTY

Sworn to before me 10 day
Of December 2009


Notary Public For S. C.

My commission expires 10/6

ROA P-48

AUGUST 11, 2010

BY MAIL & FAX TO: 1-803-929-3530

Mr. James B. Lybrand, Jr.
Attorney At Law For
STATE FARM CLAIMS
PO Box 53
Columbia, SC. 29202

Charles Taylor
PO Box 3652
Sumter. SC. 29151

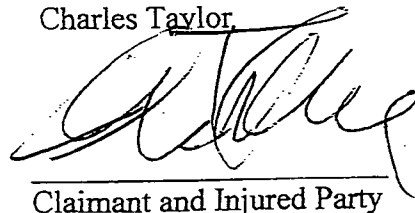
RE: Claim #40-8205-804
Date of Loss: 7/7/07
Insured: Charles Taylor
Injured Party: Charles Taylor

C/A No: 2007-CP-40-8423 Taylor v. Davis .

DEAR MR. LYBRAND:

My files indicate that I still have not received the subject policy contracts that I have requested many times before. Please see to it that your client provides these to me. I need to know exactly what they say versus what your client is saying.

Charles Taylor

A handwritten signature in black ink, appearing to read 'Charles Taylor', written over a horizontal line.

Claimant and Injured Party

ROA P-49

September 15, 2011

By mail & fax to: 1-803-929-3530

Mr. James B. Lybrand, Jr.
Attorney At Law For
STATE FARM CLAIMS
PO Box 53
Columbia, SC. 29202

Charles Taylor
PO Box 3652
Sumter. SC. 29151

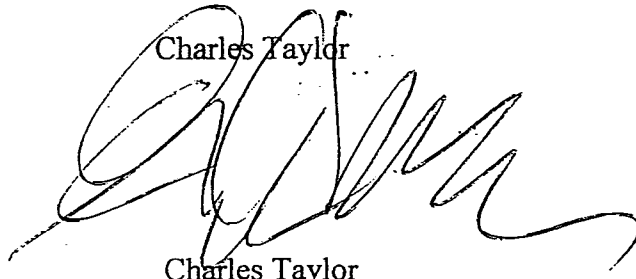
C/A No: 2007-CP-40-8423 Taylor v. Davis

DEAR MR. LYBRAND:

You or your client has ever provided me with a copy of the 4 policy contracts that I requested several times before. I still need to review these to see if they say what you and your client have said that they say. Again, please ask your client to provide me a copy of these as soon as you can.

Most Kindly & Sincerely

Charles Taylor

A handwritten signature in black ink, appearing to be 'Charles Taylor', written over a printed name.

Charles Taylor

ROA P-50

JUNE 5, 2012

CERTIFIED RETURN RECEIPT REQUESTED
And Faxed To: 1-803-929-3530

Mr. James B. Lybrand, Jr.
Attorney At Law
PO Box 58
Columbia, SC. 29202

Charles Taylor
PO Box 3652
Sumter, SC. 29151

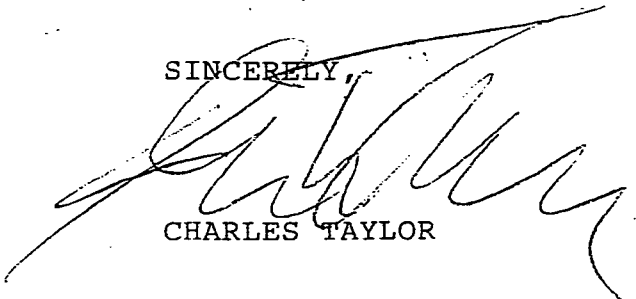
Re: Policy Contract/Between State Farm & Charles Taylor as of 9/7/07

Dear Mr. Lybrand:

I hope this letter find you doing well these days. The purpose of this letter is to ask that your client, State Farm, provide me with a copy of the subject, Policy Contract, underlined above, and ask, if you would, see to them doing so promptly.

If they refused, I will used this letter to later show that the request was made and that it was refused.

SINCERELY,



CHARLES TAYLOR

Re: State Farm
Policy No:
079180840F

ROA P-51

McDONALD, McKENZIE, RUBIN, MILLER AND LYBRAND, L.L.P.
ATTORNEYS AT LAW

ROBERT A. MCKENZIE
HYMAN S. RUBIN, JR.
BEN N. MILLER III
JAMES B. LYBRAND, JR.†
RONALD E. ALEXANDER
KEVIN T. BROWN
JOHN F. MCKENZIE*
B. REYNOLDS ELLIOTT

POST OFFICE BOX 58
COLUMBIA, SOUTH CAROLINA 29202

2ND FLOOR, 1704 MAIN STREET
COLUMBIA, SOUTH CAROLINA 29201
www.mmrml.com

HEYWARD E. McDONALD
1925-2000

TELEPHONE (803) 252-0500
FAX (803) 929-3530

†CERTIFIED MEDIATOR AND ARBITRATOR
*ALSO ADMITTED IN TEXAS

June 6, 2012

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

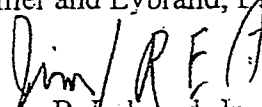
Re: Charles Taylor vs. Thomas Davis
Civil Action No 2007-CP-40-8423

Dear Mr. Taylor:

This will acknowledge receipt of your letter dated June 5 requesting that State Farm provide you with a copy of your policy with the company which was in effect at the time of the subject accident. I am writing State Farm and request that it provide a copy of the policy to me which I will in turn send to you as soon as it is received.

With Kind Regards,

McDonald, McKenzie, Rubin,
Miller and Lybrand, L.L.P.


James B. Lybrand, Jr.

JBLjr\pa

ROA P-52

CERTIFIED MAIL:

November 30, 2009

TO: Mr. James Inman/Adjuster & Fax to: 1-888-870-0317
State Farm Insurance Company
Post Office Box 10003
Duluth, Ga. 30096 & Fax to: Lybrand Atty. 18039293530

FROM: Thomas Davis
Post Office Box 32
Gable, Sc. 29105

Cc: Mr. Charles Taylor
Post Office Box 3652
Sumter, Sc. 29151

Dear Mr. Inman & State Farm: {WARNING} Case: 2007-CP-400-8423 Taylor versus Davis

I want to warn you that you will be held liable, pursuant to relevant law, to pay any ultimately final judgment entered in my name in this case, especially, if I am ultimately forced to accept such judgment, to protect my own best interest and to avoid risking my potential financial ruin, because you wouldn't settle, within policy limits with {your insured}, the plaintiff, Mr. Taylor, against me, as you should have done as required by his policy and for reasons under the law. I understand you only have a little bit of coverage anyway, so why not pay it to spare us all?

I demand you settle with your insured or give me written guarantee indemnification, that you will pay any ultimate judgment entered in my name against me in this case up to the Forty Million Dollars plaintiff is demanding in this suit. If you don't settle with him or give me such written guarantee, then I am here forbidding you from prosecuting this case further in my name, or {you are here on notice}, I will hold you liable, in accordance to relevant law, to pay {any} ultimate final judgment that end this case, {regardless}.

It's obvious by the amount of damages caused, especially lifetime disability and costs, among all other such related losses, that plaintiff is entitled to like compensation. So I don't understanding why you want to gamble in this case, this way, whereby only I could come out a disastrous looser if your gamble in the end ultimately goes bad. It's obvious this case will not end by plaintiff, I don't believe, unless and until he receives appropriate compensation to the damages he suffered. He has said he will appeal all the way to the highest court in the land if necessary. So I certainly understand and I am sure you feel the same way to, if your bosses let the truth be told, of course their aim is only to save money at others expense by not paying claims, we all know that, because I hear this happening to people all the time and indeed one of my family members was the victim at one time. Thus you have been duly warned and if you still further gamble to proceed, I will consider that evidence of your agreeing to pay any final judgment ultimately entered in this case, regardless, unless you reply by certified mail to the contrary.

THOMAS DAVIS
Thomas Davis
DEFENDANT IN THIS CASE
Sworn to before me this 30 day
Of November 2009
W. J. J. J.
Notary Public For S. Carolina
My Commission Expires: 2013

TO: State Farm Insurance Company {June 3, 2011}
Post Office Box 10003
Duluth, Ga. 30096 & Fax To: 1-888-870-0317

FROM: Thomas Davis
Post Office Box 773
Manning, Sc. 29105

Cc: Mr. James B. Lybrand, Jr., Atty.
Post Office Box 58
Columbia, Sc. 29202 & Fax To: 1-803-929-3530

Cc: Mr. Charles Taylor
Post Office Box 3652
Sumter, Sc. 29151

Case: 2007-CP-400-8423 Taylor{v}Davis / Ref. Warning of Settlement Unless You...

Dear State Farm & James Lybrand Attorney:

{Certified To All Parties}

Unless you settle this case in my name with plaintiff, I'm sending you this to give you notice and warning of my impending settlement-agreement-attached; the lowest plaintiff indicated he would accept to end his appeal in this case against me, \$1,735,000.00 of the \$40,000,000.00 demanded in his suit, to which I have no written indemnification guarantee from State Farm, or otherwise, in a worst case scenario, in this case now on appeal going forward.

So I'm no longer going to risk up to a \$40 Million Dollar judgment or whatever amount thereof against me, in my name, that might ultimately come about on or after appeal, just to satisfy State Farm, who could and should have settle this case within plaintiff's policy limits & refused to do so at their own peril. You get one last chance here.

You have 7 days to act and respond (to all parties AND the South Carolina Court of Appeals where the subject appeal is pending) or I will settle this case once and for all against me, with the proposed agreement attached, because you have forced me into this awful position, between a rock and a hard place, leaving me no other choice, as I wish not to risk a worst case scenario, of up to \$40 Million Dollars or whatever in between that might happen, with no written guarantee protection from anyone.

Remember I sent you a {WARNING} letter dated November 30, 2009, copy attach.

Sworn to before me this 3rd day
Of June 2011
Ronald J. Wells
Notary Public For S. C.
My Commission Expires 2017

THOMAS DAVIS

Thomas Davis
DEFENDANT IN THIS CASE

BINDING AGREEMENT OF DISMISSAL OF APPEAL IN FAVOR OF VENUE U.S.
FEDERAL DISTRICT COURT

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Case No: 2007-CP-40-8423

Thomas Davis.....Respondent,
v.
Charles Taylor.....Appellant,

(1). Because appellant had already initiated ~~damages, against Lawyer James B. Lybrand, Jr. (detailed in federal complaint), gave rise to the appeal~~ federal Court for ~~conduct in original case,~~ and;

(2). Because appellant had already made a preliminary complaint of illegal misconduct against Lawyer James B. Lybrand, Jr., to the Office Of The Disciplinary Counsel, who will investigate and he, (Lybrand), then punish according to their rules, and;

(3). Because appellant had already made and/or will make a report, as to any and all other possible violations of law, as to (Lawyer James B. Lybrand), to the appropriate authorities, who will investigate and he, (Lybrand), then dealt with according to the law, and;

(4). Because appellant may, at anytime up to 1 year, in the lower court, pursuant to SCRCP, (60) b (3), only as a partial remedy, seek to set aside the original judgment obtained due to the illegal misconduct of Lawyer James B. Lybrand; (but no added damages from HDM here as a setback), unless via an independent state or federal action, which already initiated per #1 above.

STATEMENT AFFIDAVIT

That my name is, Thomas Davis, and I am the defendant/respondent, in this case: Taylor v. Davis number 2007-CP-40-8423; and says as follows:

- (1). This was an accident case from where I accidentally ran into Mr. Taylor and some other people name, The Browns back on September 7, 2007;
- (2). Thereafter, the lawyers for these Insurance Companies, were continuously trying to get me to do something other than tell the truth. It was clear they were soliciting me to lie-commit perjury, about what happen in the accident, and I didn't want any parts of that, so I refuse to have anything to do with them to this day and I remember at some point the name Lybrand, because it was kind of an unusual name and that made me remember it when I heard it again, because he was the slow talking kind of slick Lawyer;
- (3). When I found out the injured people was having trouble with them and the Lybrand lawyer, had committed fraud and other illegal conduct to win a case against Mr. Taylor, I was not surprise. I was hoping they get caught this time and go to jail, because I knew that they were up to no good all along, and in fact, my family had been the victim of some of these same people many years ago and they had gotten away with it, and my family member eventually died from her injuries. These were some of the same kind of tactics they used to avoid paying her, and I haven't had anything to put these kind of lawyers and insurance companies at every since;
- (4). I understand one of the people, Mr. Taylor had put in an appeal to the high court because of the fraud of the Lybrand Lawyer, but withdrew it to continue with a suit in the Federal Court and that I may be named a defendant in that suit because they committed the fraud in the case in my name, in which they said they were representing me and speaking for me as my lawyer, which is a bald face lie, because I had made it clear over and over again, that they did not, and I forbid them from doing anything in my name and certain they knew better than to commit fraud in my name, and that case should be thrown out and they prosecuted and thrown in jail;
- (5). I understand that some of the people was hurt real bad and one, Mr. Taylor is now total disabled for life and I am so very sorry for that, but can't do anything about it now;
- (6). I made it clear to all of those lawyers, not to do anything in my name, and I believe I will have a good cause to sue them, if I get a law suit from Mr. Taylor or The Browns or from anybody else, because of some fraud they committed in my name; these crooked lawyers and insurance company people are not to be trusted because they are all liars, thieves, crooks, scoundrels and some of them probably capable of robbery and maybe even murder, if they must, to win a case I believe, all just to avoid paying somebody if they are determined not to pay them, just as they did my family many years ago, so I want nothing to do with them.

Sworn to before me this

Notary Public for South
My Commission Expires _____

ROA P-56

THOMAS DAVIS

Thomas Davis

AS NO OTHER RELIEF BEING SOUGHT FROM THIS COURT (EXCEPT;

APPEAL), by agreement of the parties to this case, appellant and among all other provisions these, as follows:

(b). Because appellant have already, herein & hereby, confirm respondent's binding commitment by signature below, not to condone the illegal misconduct of Lawyer James B. Lybrand, and in fact, respondent agrees to aid appellant to the fullest extent possible, in seeing to it that Lawyer Lybrand is brought to justice and dealt with according to law, as to his illegal misconduct, (detailed in federal complaint), and that the original case involving the illegal misconduct, respondent agree to its vacation and that all subsequent issues be dealt with as described in sub section C below, and or in any other manner described in this agreement and/or otherwise in accordance with applicable law and/or the S-ORCF and/or the FRCF, and;

(c). That the actions and venues taken, (1-4 & A-B Herein), in regards to the illegal misconduct of, (Lawyer James B. Lybrand, Jr.), are the most appropriate, proper, and best, to adjudicate all subject matters, IN LIEU OF THE APPEALS COURT, which will not have a suitable remedy for such issues, AS WILL THE VENUES (1-4) ABOVE, and;

(d). That the respondent specifically agree, that with respect to the original suit bearing his name, that any and all matters and issues, not fully, fairly and/or impartially adjudicated, due to the illegal actions of (Lawyer James B. Lybrand, Jr.), must now be rolled into and resolved, (if not amicably by mutual agreement), then in the subject Federal Court and Federal Court Action; incorporating comprehensively, a demand therein for ALL damages, now from Lybrand, per the original case-up to \$40,000,000.00 and from his illegal conduct-up to \$10,000,000.00 and/or from all who were part of and/or benefited from the fraud, & to the extent they benefited from same, all total in federal complaint, up to \$50,000,000.00, to include punitive damages &;

(e). That the respondent specifically herein & hereby forbid & ban Lawyer Lybrand from committing any further acts of fraud in his name and that he, (Lybrand), make amends for the fraud already committed in his name, all which issues gave rise to the appeal in the first place, but here the parties request dismissal of that appeal for the reasons stated in this agreement

THIS IS A BINDING AGREEMENT, PLEASE READ THOROUGHLY BEFORE SIGNING!

I AGREE:

1s/ Thomas Davis
Thomas Davis, Respondent
Defendant of Original Case
Post Office Box 33
Gable, South Carolina 29501
Sign and Return

I AGREE:

1s/ Charlie Taylor
Charlie Taylor, Appellant
Plaintiff of Original Case
Post Office Box 3652
Sumter, South Carolina 29151
(803) 283-4356



South Carolina Department of Insurance

Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

MARK SANFORD
GOVERNOR

SCOTT H. RICHARDSON
Director of Insurance

Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105
Telephone: (803) 737-6160

October 13, 2009

40-8205-804

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
STATE FARM FIRE AND CASUALTY CO
Vice President - Agency
7 Technology Circle, Suite 400
Columbia, SC 29203-0000

Dear Sir:

On October 13, 2009, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70 (Supp. 2003). By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C. Code Ann. § 38-77-160 (Supp. 2003). I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. The claimant, within this service letter, provided the following additional information regarding this first party claim: POLICY/CLAIM NUMBER 40-8205-804. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

You must promptly acknowledge in writing your receipt of this accepted process. When replying, please refer to File Number 140247, Charles Taylor v. Budget Truck Rental, et al 2007-CP-40-08423.

By:

Jeff Jacobs
Chief Legal Counsel
(803)737-6200

Sincerely Yours,

Scott Richardson
Director
State of South Carolina
Department of Insurance

Attachment:

CC: Charles Taylor
Post Office Box 3652
Sumter, SC 29151

ROBERT SLESSOM, JR.
CLAIMS SUPERVISOR

OCT 13 2009

RECEIVED

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

AMENDED
COVENANT NOT TO EXECUTE

Appellant's true certified
correct copy—see below

FILED
2008 NOV 19 PM 2:40
C.C.C. & G.S.

KNOWN ALL MEN BY THESE PRESENTS that I, Charles Taylor, of the County of Sumter, State of South Carolina, hereby expressly makes clear, that nothing in the COVENANT NOT TO EXECUTED that was signed on November 8, 2008, was, is, nor shall it be construed to affect in any manner, the ACCEPTED RULE 68 SCRPC JUDGMENT that was accepted by all parties, which judgment is waiting to be entered by the court. This \$25,000.00 payment is being paid and received in advance thereof, and shall be subtracted from that judgment before it being satisfied by defendant's liability carrier(s).

Further, the above payment represents the minimum limits of liability required by South Carolina's financial responsibility act, relevant to the vehicle driven by the defendant (Davis) at the time of the accident of 9-7-07 in a Budget Rental Truck.

The additional coverage of, \$1,000,000.00 was excess coverage purchased by the defendant for his added protection, which was purchased through BUDGET TRUCK RENTAL, at the time of the rental. Defendant have additional coverage through his automobile insurer. As part of this covenant, plaintiff agrees not to execute upon the defendant, above these coverages, notwithstanding any amount of the above judgment, except that plaintiff may execute in regards to any under insured's coverage that may be available to him.

Further, as part of this covenant not to execute, defendant hereby agrees to forbid any party or representative, from attempting, in his name to, undo the subject pending judgment, WHICH JUDGMENT HAVE BEEN ACCEPTED BY ALL PARTIES. Also, defendant shall forbid same from attempting to undo this AMENDED COVENANT NOT TO EXECUTE, unless such parties first obtain his express written permission, so as to preserve the agreements entered into between plaintiff and defendant for their benefit in amicably bring to a close the civil suit against defendant by plaintiff. It is agreed that this amended covenant shall render all other void, unless those things are re-stated herein. this amended covenant not to execute.

IF THE PARTIES ARE IN AGREEMENT, THEN PLEASE EXECUTE BELOW AS SHOWN:

DEFENDANT/THOMAS DAVIS

Thomas Davis
SWORN TO BEFORE ME THIS 13 DAY
OF Nov 13 2008,

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES April 2, 2009

PLAINTIFF/CHARLES TAYLOR

Charles Taylor
SWORN TO BEFORE ME THIS 13 DAY
OF November 2008,

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES Sept 6, 2017

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, 2008 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:

[Signature]

[Signature] 11/8/08
C.C. & G.S.
CHARLES TAYLOR

FILED
2008 NOV 19 PM 2:40

ON THE DATE(S) BELOW, THIS COVENANT HAVE BEEN HEREBY, AMENDED TO CLARIFY, AS STATED IN THE ATTACHED AMENDED COVENANT, AGREED TO AND EXECUTED BY THE PARTIES BELOW AND ON THE AMENDED COVENANT ATTACHED:

SOLE DEFENDANT PER THIS CIVIL ACTION NO: 07CP408423

SOLE PLAINTIFF PER THIS CIVIL ACTION NO: 07CP408423

MR. THOMAS DAVIS

CHARLES TAYLOR

Thomas Davis

[Signature]

SWORN TO BEFORE ME THIS 3rd DAY OF Nov, 2008

SWORN TO BEFORE ME THIS 11th DAY OF November, 2008

[Signature]
NOTARY PUBLIC FOR S. C.

[Signature]
NOTARY PUBLIC FOR S. C.

MY COMMISSION EXPIRES April 2009

MY COMMISSION EXPIRES Sept 6, 2008

02 MAR 2011
CERTIFIED TRUE COPY
OF ORIGINAL FILED
[Signature]
C.C. & G.S.
RICHLAND COUNTY
SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

COVENANT NOT TO EXECUTE

S.C. & S.
2008

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 5TH 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 ensealing 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= 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 9TH day of NOVEMBER, 2008.

IN THE PRESENCE OF:

Charles Taylor

CHARLES TAYLOR *11/8/08*

↑ ↑ ↑ ↑
MR. TYLER:

*I Am Reluctantly Trusting
What You Said!*

THANKS! MR. TAYLOR

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

AMENDED
COVENANT NOT TO EXECUTE

2008 MUST
C.C.C. & G. PH. 2-1-10

KNOWN ALL MEN BY THESE PRESENTS that I, Charles Taylor, of the County of Sumter, State of South Carolina, hereby expressly makes clear, that nothing in the COVENANT NOT TO EXECUTED that was signed on November 8, 2008, was, is, nor shall it be construed to affect in any manner, the ACCEPTED RULE 68 SCRPC JUDGMENT that was accepted by all parties, which judgment is waiting to be entered by the court. This \$25,000.00 payment is being paid and received in advance thereof, and shall be subtracted from that judgment before it being satisfied by defendant's liability carrier(s).

Further, the above payment represents the minimum limits of liability required by South Carolina's financial responsibility act, relevant to the vehicle driven by the defendant (Davis) at the time of the accident of 9-7-07 in a Budget Rental Truck.

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IF THE PARTIES ARE IN AGREEMENT, THEN PLEASE EXECUTE BELOW AS SHOWN:

DEFENDANT/THOMAS DAVIS

Thomas Davis
SWORN TO BEFORE ME THIS 13th DAY
OF Nov 13 2008,

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES April 21, 2009

PLAINTIFF/CHARLES TAYLOR

Charles Taylor
SWORN TO BEFORE ME THIS 12th DAY
OF November 2008,

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES Sept 6, 2017

June 8, 2013

Mr. James B. Lybrand, Jr.
Attorney at Law
PO Box 58
Columbia, S. C. 29202

Charles Taylor
PO Box 3652
Sumter, S. C. 29151

RE: Appellate Case No: 2012-212896
Appellant Taylor v. Respondents Davis & State Farm

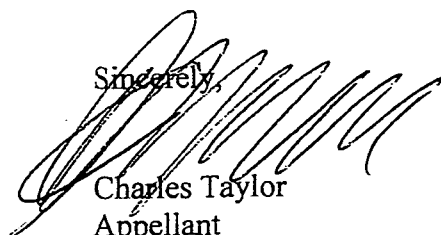
Dear Mr. Lybrand:

To again make it plain and clearer, we can settle this matter right now, *within Appellant's remaining policy limits.* You can then receive a full and final release, to avoid claiming in this appeal, that Appellant wanted--want the whole \$1,735,000.00 judgment plus interest, costs, etc. from his contract under insurer--your client-State Farm. That's only true if you refuse this offer as you have done on 5-10-15 other occasions of which this letter-offer is the latest to date to show the appeals court the truth of the matter; that I only wanted within policy limits as paid for.

You have to Friday 7-12-13 5pm to accept this offer, after which it will be withdrawn & the full \$1,735,000.00 judgment with interest, accruing @ the S.C. Lawful Rate, from date of judgment entry, will be sought in this appeals process from your client. And don't forget that it was your client who caused the subject judgment in the first place as the ROA will clearly show, which to will show SF hired you to defend Davis until you later switch to defending them after the appeal.

And while you are at it, you can tell them that I want a copy of the subject **policy contract**; re: specific terms as to the under insured coverage; and a printout of the countless years of under insured premiums that I paid for such coverage—thinking that I was fully covered & protected up to the policy limits in such an instant case and that such contract would in good faith be voluntarily and fully honored when and if needed; especially after a \$1,735,000.00 final judgment 6/27/11; as in the instant case—based on the subject under insured contract provisions that we agreed to, for the premiums paid.

Sincerely,


Charles Taylor
Appellant

CERTIFIED MAIL RETURN RECEIPT REQUESTED

ROA P-69

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Appellant Case No: 2012-212896

Charles Taylor,

Appellant,

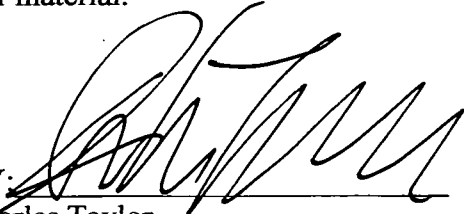
v.

Thomas Davis and
State Farm Mutual Automobile Insurance Company, Respondents,

CERTIFICATE OF COUNSEL

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

August 15, 2013

BY: 
Charles Taylor
Post Office Box 3652
Sumter, South Carolina 29151-3652
(803) 883-7005
For the Appellant/Pro-Se

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Appellate Case No: 2012-212896

Charles Taylor,

Appellant,

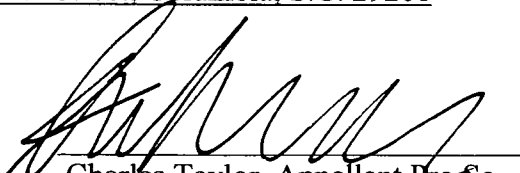
v.

Thomas Davis and
State Farm Mutual Automobile Insurance Company, Respondents,

PROOF OF SERVICE 8-1-13 & FILING 8-15-13 the AMENDED RECORD ON APPEAL

Appellant hereby certifies to this Court; that a copy of the; Amended-Record on Appeal; was served upon Respondents Thomas Davis & State Farm Mutual Automobile Insurance Company to its counsel below by depositing same in the U.S. Mail, from Sumter, SC. on the 1st day of August, 2013, w/1st class duly affixed postage & a return address indicated clearly thereon the envelope, addressed as below: & the original + 14 copies filed August 15, 2013; Address to: The Clerk of S. C. Court of Appeals, 1015 Sumter Street, Columbia, S.C. 29201

Today's Date August 15, 2013



Charles Taylor, Appellant ~~Pro~~ Se
Post Office Box 3652
Sumter, SC 29151/(803) 883-7005

Mr. Thomas Davis, Respondent
PO Box 773
Manning, S.C. 29105

State Farm Mutual Automobile
Insurance Company/Respondent
Mr. James B. Lybrand, Jr., Esq.
PO Box 58 / Columbia, S.C. 29202