

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

IN THE STATE OF SOUTH CAROLINA

2025 JAN 13 P 12:38

) FOR THE 13<sup>TH</sup> JUDICIAL CIRCUIT

COUNTY OF PICKENS

)

)

Ortagus Bennett

) C/A No. 2024-CP-39\_0019

Plaintiff,)

Vs.

)

)

Motion to Appeal

Hyper Formance, LLC

)

Defendant,)

**RECEIVED**  
JAN 15 2025  
SC Court of Appeals

To Whom it may concern,

This letter is in response to the recent order to the abovementioned case. I was denied again on the motion for claim and delivery that was suggested by the deputy that accompanied me on the initial attempt to retrieve my vehicle.

The presented payment to Hyperformance is being denied because I refused to sign a document that would relieve Hyperformance from any future claim liability due to being overcharged for fees that were never agreed upon nor did I receive any documentation that would set forth these claims. The original amount of \$3000 was paid in full prior to Hyperformance receiving the vehicle for repair (this payment is on record under the above case number). The additional \$3000 that was requested by Hyperformance was only guaranteed if the body work and repair was fully completed, which did not occur.

I originally filed a claim and delivery request but was granted the opportunity to correct my filing and including an affidavit with my claim. In doing so, I refiled this claim under the same case number and included the affidavit (Exhibit A), surety bond (Exhibit B), the total loss letter from State Farm (Exhibit C), and the latest invoice from Hyperformance (Exhibit D). The car was deemed totaled loss, therefore the bond must be double the amount of the invoice amount. When my vehicle was refused to be returned due to me refusing to sign this waiver, I disputed the original \$3000 which would make his total invoice now \$9107. The amount was disputed due to the fact that Hyperformance did not perform the body work that was promised that would have granted the additional \$3000 payment, which was the reason why the vehicle was brought to his shop as no other repair shop in South Carolina could not assist with any repairs. Being this was the case, the vehicle was being returned to Statefarm since I would not be

purchasing it back from the total loss. This work was only supposed to take 60 days and at the time of our dispute, we were at the 60 day mark and the car was not 50% completed.

A new invoice was never provided to indicate that I owe any difference and I have double the amount in a surety bond as requested per rules and regulations. At this current time, Hyperformance is tacking on storage fees unlawfully, while I'm on non-trespassing although I have property at this location. I provided the title (Exhibit E) to show proof of ownership. The proper documents were provided but the judge stated I needed to obtain a lawyer just because attorney Bradford was trying to indicate that the bond should be double the amount of vehicle and that the claim and delivery was filed four times and the judge indicated that I needed to obtain an attorney to contact attorney Bradford which I attempted to previously do. I have attached the response from my attorney Bill Hogan (Exhibit F) who attempted to resolve the matter and attorney Bradford's response, within.

In the most recent order, my claim and delivery motion was denied according to Section 15-69-30 SC Code of Laws by providing the required affidavit it was also stated that the required bond provided pursuant to Section 15-69-30 SC Code of Laws was not provided, which both are inaccurate. Just because of Mr. Bradford's status and his efforts in aiding and abetting his client, that does not mean his arguments are valid.

Please consider this as letter as an appeal on the recent order that was submitted by Judge G.D. Morgan Jr.

Thanks,

 1-13-25

Ortagus Bennett

ProSe

**FORM 1  
NOTICE OF APPEAL IN A CIVIL CASE**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

G.D. Morgan Jr. , Circuit Court Judge

Case No. 2024-CP-39-00019

**RECEIVED**

**JAN 15 2025  
SC Court of Appeals**

HyperFormance, LLC

Respondent,

v.

Ortagus Bennett,

Appellant.

**NOTICE OF APPEAL**

Ortagus Bennett appeals the order of the Honorable G.D. Morgan Jr. dated December 10, 2024. Appellant received written notice of entry of this order [judgment] on December 10, 2024.

December 24, 2024

Ortagus Bennett  
504 Piedmont Golf Course Rd  
Piedmont, South Carolina 29673  
(864) 346-4185  
Pro Se

Other Counsel of Record:  
Bradford Neal Martin &  
Associates  
Post Office Box 10410  
Greenville, South Carolina 29603  
Attorney for Respondent  
(864) 552-9990

**FORM 7  
PROOF OF SERVICE OF A NOTICE OF APPEAL**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

G.D. Morgan Jr., Circuit Court Judge

Case No. 2024-CP-39-00019

HyperFormance,

Respondent,

**RECEIVED**

v.

Ortagus Bennett,

Appellant.

JAN 15 2025

SC Court of Appeals

**PROOF OF SERVICE**

I certify that I have served the Notice of Appeal on HyperFormance by depositing a copy of it in the United States Mail, postage prepaid, on December 24, 2024, addressed to his attorney of record, Bradford Neal Martin and Associates, Post Office Box 10410, Greenville, South Carolina 29603.

December 24, 2024

Ortagus Bennett  
504 Piedmont Golf Course Rd  
Piedmont, South Carolina 29673  
(864) 346-4185  
Pro Se

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP3900019

Ortagus Bennett  
PLAINTIFF(S)

Hyper Formance LLC  
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

See page 2 below

ORDER INFORMATION

This order  ends  does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/10/2024 .

Ortagus Bennett for Ortagus Bennett  
Ortagus Bennett for Ortagus Bennett

RECEIVED  
JAN 15 2025  
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

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

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This matter is before the Court on Plaintiff's Motion for Claim and Delivery and Defendant's request for sanctions. Based on a review of the file, submissions of the parties and oral arguments, the Plaintiff's motion for claim and delivery is hereby denied. The record reflects Plaintiff did not comply with Section 15-69-30 SC Code of Laws by providing the required affidavit nor was the required bond provided pursuant to Section 15-69-30 SC Code of Laws. Defendant's request for sanctions is denied.

It is so ordered.



**Pickens Common Pleas**

**Case Caption:** Ortagus Bennett VS Hyper Formance LLC  
**Case Number:** 2024CP3900019  
**Type:** Order/Electronic Form 4

So Ordered

G.D. Morgan Jr.

Electronically signed on 2024-12-10 09:57:36 page 3 of 3

# EXHIBIT A



8. On October 18, 2023, Brent arrived to my residence where my vehicle was stored to look over my vehicle. The vehicle was not just sitting in the dark but as a courtesy was pulled out of the garage because Brent was supposed to jumpstart it. But due to me waiting for several hours, I decided to crank it up and pull it out of the garage.
9. While at my residence, Brent looked over the vehicle and there were no radiator leaks, I also provided all parts that I had previously purchased to fix the vehicle.
10. Brent then loaded my vehicle to tow to his repair shop Hyper Formance
11. Once at his shop, Brent had an additional opportunity to look over my vehicle and after we agreed upon the price to repair of \$6,000, he asked for half of the amount as a deposit which is when I sent over the deposit of \$3,000 on October 19, 2023. I discussed with Brent that I wanted to make this mold out of a prototype to potentially solve issues that like customers would experience and that throughout his process, he send over video recordings and pictures of his step by step progression to ensure that we had the process of what it took to modify this front end. You will see this information displayed in the exhibits and note that I never received any emails, phone conversations, or text messages about this conversation.
12. We exchanged a few text messages upon Brent's request to repair my vehicle to ensure the design was approved, these exchanges took place starting November 3, 2023, and this was after I was informed that Brent lost his software and had to restart build/fabrication process.
13. We made the final agreement of the design on November 4, 2023. Which was one day of message exchanges. Therefore, Brent's claim of completing multiple hours of redesign is untrue and captured throughout text message exchanges.
14. On December 26<sup>th</sup>, I visited Hyper Formance to gain an understanding of my vehicle's progression and immediately noticed that my car was sitting outside and uncovered during the rain causing potential weather damage. I asked if there was a safe place to store my car and if not, I was willing to remove it from his property considering that there had been no repairs started on it directly. I also provided a text message indicating this discussion. Brent asked me for another \$3000.00 deposit, and I advised him that if paid, my balance would be satisfied. I then asked him to provide over in writing a detailed receipt to ensure that I was still within budget. Brent advised that my invoice would be no more than \$6,000 but could potentially be less and the only reason why he kept stopping was to work on other side projects to get bills paid. This drew a red flag and I then requested to have our agreed balance provided in writing.
15. I arrived at Hyper Formance on December 27, 2023, based on our conversation, and also contacted the local sheriff for assistance to ensure that the matter did not escalate. Once onsite, not knowing that Brent was sending me another bill for

\$6107 which was the incorrect amount, Brent wanted to make a payment with a cashier's check but I then realized that I could not make the bank in time. I then called the Sheriff back to assist with making payment via credit however, Brent refused to accept that payment as well.

16. Once this payment was denied, I then called my attorney to see if he could reach out to the attorney of Hyper Formance to get this resolved. We were then advised that Brent wanted the additional \$6107 although my vehicle was not touched at all and if we did not agree to sign an affidavit to prevent pursuing civil charges, Hyper Formance would not release my car. My attorney advised that we did not agree to that due to the car not being complete nor touched and they did not have the ability to deny payment and hold the vehicle as a form of collateral or a form of extortion to hold my car. The attorney of Hyper Formance should be held just as responsible as his client. After Bill Hogan relayed this information, I advised that I would purchase a cashier's check from the bank as well as clock documents in with the courts of what we were advised in the case that I was still denied getting my vehicle.
17. On January 8<sup>th</sup>, 2024, I called the sheriff's office for assistance after purchasing a cashier check and Hyper Formance still refused payment. The deputy then called his supervisor in an attempt to retrieve the vehicle, but Brent then gave his cellphone to the deputy so that the deputy could speak with his lawyer. His lawyer advised the sheriff that this matter was considered a civil case although documents had not been served at the time, they were only clocked in to show that payment was refused and create an avenue to place a mechanical lien plus storage fees on my vehicle/legal fees.
18. In our hearing held on April 9, 2024 Judge Kinslaw asked Hyper Formance's lawyer was there a formal contract stating an hourly rate for service of \$160.00 provided prior to me attempting to retrieve my vehicle. The lawyer then lied under oath stating that this fee existed in text message and email. Which again is not true. So again, they are attempting to manipulate the courts by stating that documentation was provided that does not exist. The only thing that exists is that the hours were adding up but there was no specifics on the amount. Instead, he advised that the price would remain under \$6000.00 and would attempt to get the price under that amount.
19. Hyper Formance attorney then advised that I needed to have a surety bond placed for double the amount of the vehicle and the vehicle is now considered a total loss. The vehicle is currently pending and is considered of \$0.00 value due to Statefarm deeming the car as a total loss. At this time the tags and title have been requested for turn over to the insurance company. So, the surety bond should not be more than the repair bill that is in dispute.

20. It was discovered that the part that was built by Hyper Formance would require the body to be built up to fit the bumper nose clip that was fabricated which would cause another issue if another body shop had to go behind him and correct any work that was performed by Hyper Formance, so if Brent was unable to complete the entire restoration, then getting the one clip would do me no good and then to request a \$9100 payment for a nose clip and the car has not been touch is defrauding me.
21. In text message, I also requested videos and pictures of the process done and never received a response on these request.
22. I was also advised by Pickens County that a surety bond was not required as their court system does not provide them. All of the documents I turned in were retrieved from the clerk of court.

Respectfully,

Ortagus Bennett  
Pro Se

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# EXHIBIT B



75 Port City Landing, Suite 130  
Mt. Pleasant, SC 29464

Tel. (866) 372-0827  
<https://palmettosurety.com>

## Surety Instruction Page

**NOTE:** All Forms Must Be Printed In Color To Be Valid

This page will provide information to explain the bond forms you have just printed out. There are three very important forms you must understand.

### The Power of Attorney

This document represents Palmetto Surety Corporation as an approved Insurance Carrier in the state of the bond purchased. This document must be provided to the party requesting the bond along with the surety bond form.

### Surety Bond Form

This document represents you, as the principle, will follow all rules and guidelines. This form provides all parties involved to this agreement. This document also must be provided to the party requesting the bond along with the Power of Attorney.

### Indemnity Agreement

This form represents your obligation to the surety and actions taken by the surety if a claim is issued for your actions. You have accepted this agreement by purchasing this bond. Once submitted to the obligee this bond is considered an active policy.

### Complete the Following:

The Surety Bond Form will require your signature in the principal section. In some cases, certain surety bond forms will also require a notary to your signature. Please review this form in its entirety to make sure all information is correct.

If you should have any problems submitting the following forms, or a mistake is made on one of the forms, please contact Palmetto Surety Corporation at **843-971-5441**.

We would like to thank you for choosing Palmetto Surety Corporation as your Surety Bond provider. You will receive an electronic notice annually for your bond renewal. We hope our service exceeds your expectations.

DATE AND ATTACHED TO ORIGINAL BOND  
PALMETTO SURETY CORPORATION INSURANCE COMPANY  
MT. PLEASANT, SOUTH CAROLINA  
POWER OF ATTORNEY

BOND NO. PSC-291

KNOW ALL MEN BY THESE PRESENTS: That PALMETTO SURETY CORPORATION AT MT. PLEASANT, SOUTH CAROLINA, a South Carolina Corporation, having its principal office at Mt. Pleasant, County of Charleston, State of South Carolina, adopted the following Resolution by the directors of the company on February 10, 2003 to wit:

"RESOLVED, that the Chief Executive Officer or appointee of the company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the company, and attach the seal of the company thereto, bonds and undertaking, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of company imprinted on such powers of attorney shall be as binding upon said companies, as fully and amply, to all intents and purposes.

Its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, and all bonds and undertaking, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the Palmetto Surety Corporation Insurance Company at Mt. Pleasant, South Carolina as fully amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the PALMETTO SURETY CORPORATION INSURANCE COMPANY AT MT. PLEASANT, SOUTH CAROLINA, has caused this to be signed by its authorized officer this 2nd day of January, 2023.

*Scott B. Willis*

Scott B. Willis, Chief Executive Officer



South Carolina  
County of Charleston

On this 2nd day of January, 2023 before me personally came Scott B. Willis, to me know, who being duly sworn, did depose and say that they are Scott B. Willis, Chief Executive Officer of Palmetto Surety Corporation, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

DOLLIE T. PILSON  
Notary Public, State of South Carolina  
My Commission Expires March 1st, 2033

*Dollie T. Pilson*

Dollie Pilson, Notary Public

State of South Carolina  
County of Charleston

I, the Chairman of the Board of Palmetto Surety Corporation, do hereby certify that the authority to issue a power of attorney as approved by the Board of Directors resolution shall remain in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Mt. Pleasant, South Carolina. Dated this 28th day of June, 2024



*Stephen M. Cole*





PALMETTO SURETY CORPORATION

**BOND**  
**(Financial Guarantee- Definite Term)**

Bond No. PSC-291

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Ortagus Bennett, as Principal, and Palmetto Surety Corporation, a corporation duly incorporated under the laws of the State of South Carolina and authorized to do business in the state of South Carolina, as Surety, are held and firmly bound unto Hyper Formance, as Oblige, in the penal sum of Eighteen Thousand Dollars and Zero Cents (18,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for a This is a personal bond request.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is for a definite term beginning 6/28/2024 12:00:00 AM, and ending 6/27/2025 11:59:59 PM, and may be continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Oblige.

SIGNED, SEALED AND DATED this 6/28/2024 12:00:00 AM.

Ortagus Bennett

By: \_\_\_\_\_

DocuSigned by:  
Ortagus Bennett  
230CADAB4F9A493...

Principal

Palmetto Surety Corporation

By: \_\_\_\_\_

Scott Willis

Scott Willis

Attorney-in-Fact





# PALMETTO SURETY CORPORATION

75 Port City Landing, Suite 130  
Mt. Pleasant, SC 29464

Tel. (866) 372-0827  
<https://palmettosurety.com>

## Indemnity Agreement

The undersigned applicant and indemnitors hereby request Palmetto Surety Corporation (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application; authorize the Company to verify the information and to obtain additional information from any source, including obtaining a credit report at the time of application. In any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- 1) To pay the usual premiums, including renewal premiums, to the Company or its agents, when due.
- 2) To **completely INDEMNIFY the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain and surety or by reason of having been surety on the bond or any other bond issued for applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; regardless of whether such liability, loss, costs, damages, attorney's fees and expenses are caused, or alleged to be caused, by the negligence of the company.**
- 3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond, or any other bond issued for applicant.
- 4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- 5) That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the company.
- 6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- 7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond.
- 8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments, and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- 9) At the company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Carolina and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Carolina and the United States District Court for the District of South Carolina in all actions or proceedings arising from or relating to this indemnity agreement.
- 10) That this indemnity may be cancelled as to subsequent liability by an Indemnitor upon written notice to the Company at 75 Port City Landing Suite 130 Charleston South Carolina 29464, effective ten (10) days after the earliest date hereafter upon which the Company could have cancelled all bonds in force for applicant.
- 11) In the event of any payment by the company, to pay the Company interest on each amount at the highest legal rate from the date such payments are made.
- 12) No suit, action or proceeding by reason of any default shall be brought on this bond after one (1) year of completion of project or services.

By signing, you acknowledge acceptance of such conditions and agree to all terms. Any claims filed against this bond will be held liable by you in order to make the surety as a whole to the default of your action. By the signing of your name as Indemnitor you so agree to all terms and obligations.

**Principal/Applicant MUST sign this Indemnity Agreement.**

Ortagus Bennett

\_\_\_\_\_  
(Printed Name of Applicant & Title)

\_\_\_\_\_  
(Printed Name of Co-Applicant & Title)

6/28/2024

Date Signed

Indemnitor Signature

DocuSigned by:  
*Ortagus Bennett*  
230CADAB64F9A489...

SS # \_\_\_\_\_

Date Signed

Co-Indemnitor Signature

SS # \_\_\_\_\_



**PALMETTO SURETY**  
CORPORATION

75 Port City Landing, Suite 130  
Mt. Pleasant, SC 29464

Tel. (866) 372-0827  
<https://palmettosurety.com>

## **Privacy Policy**

Palmetto Surety Corporation will safeguard the confidentiality and security of the information we obtain from you. This notice describes our privacy policy as it relates to the collection, protection, and disclosure of such information resulting from credit card transactions only.

### **Collection of Information**

Palmetto Surety Corporation will collect and use information obtained from credit card transactions only for business purposes. These business purposes include the payment of insurance premium, reserve account payments, collateral payments, and various other fees.

### **Protecting Your Credit Card Information**

The credit card information provided by you to Palmetto Surety Corporation will be stored in a confidential manner. Our employees may access such information only when there is an appropriate business reason to do so, such as when a refund must be issued back to the credit card. We maintain physical, electronic, and procedural safeguards to protect your information, and our employees are required to follow these privacy standards.

### **Disclosure of Your Information**

Palmetto Surety Corporation does not disclose any nonpublic information (such as credit card number and their expiration dates) about our agents, former agents, and/or consumers to anyone, except as required by law. Information may also be disclosed for audit purposes, to regulatory agencies or for other general administrative services. We do not disclose information about you to other entities who may want to sell their products to you.

# EXHIBIT C

January 26, 2023

Ortagus Bennett  
504 Piedmont Golf Course Rd  
Piedmont SC 29673-9156

**State Farm Claims**  
PO Box 52250  
Phoenix AZ 85072-2250

RE: Claim Number: 40-41R1-14V  
Date of Loss: November 7, 2022  
Our Insured: Ortagus Bennett  
Vehicle: 1965 Clint ROADSTER

Dear Ortagus Bennett:

Thank you for taking the time to review your total loss settlement with us. To assist us in determining actual cash value, we consider information obtained by our representatives, information provided by you, vehicle valuation services, and other sources.

The actual cash value of your vehicle is \$100,000.00. While you consider the settlement, here is a reference of the items we discussed:

- If you choose to surrender your vehicle to us, the amount payable will be \$100,275.00.
- Your vehicle is incurring storage costs at this time. State Farm<sup>®</sup> will pay these costs through 01/24/2023. Any charges thereafter will be your responsibility.

Please contact us as soon as possible once you have decided how you would like to proceed with your total loss claim.

If you have questions or need assistance, call us at (855) 231-1590 Ext. 708.

40-41R1-14V  
Page 2  
January 26, 2023

Sincerely,

Pang Xiong  
Claim Specialist  
(855) 231-1590 Ext. 708  
Fax: (855) 666-0964

[statefarmclaims@statefarm.com](mailto:statefarmclaims@statefarm.com)

*For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (855) 231-1590 Ext. 708 to discuss sensitive information.*

State Farm Fire and Casualty Company

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Take advantage of our self-service options

Go to [statefarm.com](https://statefarm.com)<sup>®</sup> to easily review claim status, select a repair facility, reserve a rental vehicle, update communication and claim payment preferences, and many other insurance services.

# EXHIBIT D



Hyper Formance LLC  
 3668 calhoun memorial hwy  
 greenville, SC 29611 United States  
 hyperformancelc@gmail.com | 843-340-3965

Invoice #000686

Issue date  
 Dec 27, 2023

# cobra

Customer	Invoice Details	Payment
Ortagus Bennett Tay.5Star.ent@gmail.com	PDF created December 27, 2023 \$6,107.00	Due December 27, 2023 \$6,107.00

Items	Quantity	Price	Amount
pick up	1	\$160.00	\$160.00
3d scanning	3	\$160.00	\$480.00
Design. Multiple back and forths over two weeks of multiple revisions adding details	14	\$160.00	\$2,240.00
mold cutting	12	\$160.00	\$1,920.00
Lay up and mold removal	12	\$160.00	\$1,920.00
Sanding and smoothing of front end to prepare for application	10	\$160.00	\$1,600.00
Materials.Resin and fiberglass mat	1	\$188.00	\$188.00
Materials. Carbon Fiber 3 yards	3	\$60.00	\$180.00
Materials FOAM 7 sheets	7	\$53.00	\$371.00
Materials. GLUE	8	\$6.00	\$48.00
deposit already paid			-\$3,000.00
Subtotal			\$6,107.00
Sales Tax			\$0.00
<b>Total Due</b>			<b>\$6,107.00</b>



**Pay online**

To pay your invoice go to <https://squareup.com/u/Ea1AffK8>  
 Or open the camera on your mobile device and place the QR code in the camera's view.



Hyper Formance LLC  
 3668 calhoun memorial hwy  
 greenville, SC 29611 United States  
 hyperformancelc@gmail.com | 843-340-3965

Invoice #000667

Issue date  
 Oct 18, 2023

# Invoice #000667

Customer	Invoice Details	Payment
Ortagus Bennett Tay.5Star.ent@gmail.com	PDF created December 27, 2023 \$3,000.00	Due October 18, 2023 \$3,000.00

Items	Quantity	Price	Amount
Deposit for front end repair	1	\$3,000.00	\$3,000.00
Subtotal			\$3,000.00
Sales Tax			\$0.00

**Total Paid** **\$3,000.00**

Payments	Amount
Oct 19, 2023 (Visa 5401)	\$3,000.00



**View online**

To view your invoice go to <https://squareup.com/u/K7iOFVBV>  
 Or open the camera on your mobile device and place the QR code in the camera's view.

# EXHIBIT E

STATE OF SOUTH CAROLINA  
**CERTIFICATE OF TITLE**  
OF A VEHICLE

VEHICLE ID NUMBER  
AA9BMAAHVA1CNI095

YEAR MAKE  
1965 CLNT

MODEL  
ROADST

NEW/USED  
USED

BODY STYLE DATE  
CV 5/11/2022

ODOMETER WEIGHT  
0 2800

TITLE NUMBER  
771230423624214

VEHICLE BRAND(S)  
EXEMPT  
SPECIALLY CONSTRUCTED

FULL NAME OF OWNER(S) CUSTOMER NUMBER: 22258991  
BENNETT, ORTAGUS DEMETRICE  
504 PIEDMONT GOLF COURSE RD  
PIEDMONT, SC 29673-9156



THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO  
EXECUTIVE DIRECTOR

HENRY MCMASTER  
GOVERNOR

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT ON A VEHICLE

Form 100-2 (Rev. 10-1-78) This form is to be used for the assignment of a vehicle to a person other than the original owner. It is to be used for the assignment of a vehicle to a person other than the original owner. It is to be used for the assignment of a vehicle to a person other than the original owner.

ASSIGNMENT MUST BE MADE IN CARE OF THE

The undersigned hereby certifies that the vehicle described herein has been assigned on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_

Name of Assignee: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Assignor: \_\_\_\_\_ Address \_\_\_\_\_

County to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

DO NOT check one of the following unless it applies.

The mileage stated is in excess of the mechanical limit.

The odometer started at zero again.

The odometer reading is not the ACTUAL mileage.

WARNING: ODOMETER DISCREPANCY

I am aware of the above odometer discrepancy made by the seller(s).

Signature(s) of Buyer(s) \_\_\_\_\_

Hand Print Name of Buyer(s) \_\_\_\_\_

ASSIGNMENT BY DEATH/HEIR/ESTATE/INTESTATE

The undersigned hereby certifies that the vehicle described herein has been assigned on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_

Name of Assignee: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Assignor: \_\_\_\_\_ Address \_\_\_\_\_

County to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

DO NOT check one of the following unless it applies.

The mileage stated is in excess of the mechanical limit.

The odometer started at zero again.

The odometer reading is not the ACTUAL mileage.

WARNING: ODOMETER DISCREPANCY

I am aware of the above odometer discrepancy made by the seller(s).

Signature(s) of Buyer(s) \_\_\_\_\_

Hand Print Name of Buyer(s) \_\_\_\_\_

ASSIGNMENT BY DEATH/HEIR/ESTATE/INTESTATE

The undersigned hereby certifies that the vehicle described herein has been assigned on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_

Name of Assignee: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Assignor: \_\_\_\_\_ Address \_\_\_\_\_

County to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

DO NOT check one of the following unless it applies.

The mileage stated is in excess of the mechanical limit.

The odometer started at zero again.

The odometer reading is not the ACTUAL mileage.

WARNING: ODOMETER DISCREPANCY

I am aware of the above odometer discrepancy made by the seller(s).

Signature(s) of Buyer(s) \_\_\_\_\_

Hand Print Name of Buyer(s) \_\_\_\_\_

LAST ASSIGNMENT MUST BE MADE BEFORE DISPOSAL

The undersigned hereby certifies that the vehicle described herein has been assigned on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_

Name of Assignee: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Assignor: \_\_\_\_\_ Address \_\_\_\_\_

County to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

DO NOT check one of the following unless it applies.

The mileage stated is in excess of the mechanical limit.

The odometer started at zero again.

The odometer reading is not the ACTUAL mileage.

WARNING: ODOMETER DISCREPANCY

I am aware of the above odometer discrepancy made by the seller(s).

Signature(s) of Buyer(s) \_\_\_\_\_

Hand Print Name of Buyer(s) \_\_\_\_\_

# EXHIBIT F

## THE GILREATH LAW FIRM, P.A.

JAMES R. GILREATH\*  
jlg@gilreathlaw.com

\*ALSO ADMITTED TO PRACTICE IN NC

WILLIAM M. HOGAN  
bhogan@gilreathlaw.com

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GREENVILLE, SC 29602  
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TELEPHONE (864) 242-4727  
FACSIMILE (864) 232-4395

June 28, 2024

Mr. Ortagus Bennett  
504 Piedmont Golf Course Rd.  
Piedmont, SC 29673-9156

RE: Ortagus Bennett v. Hyper Formance, LLC  
2024-CP-39-19

Dear Mr. Bennett:

Pursuant to your request, I am writing this description of events concerning your negotiations with Hyper Formance during the week of January 1, 2024 and January 8.

On January 2 and 3, I had a couple of e-mail exchanges and at least one phone conversation with Brad Martin, the attorney for Hyper Formance. Since you had received an invoice from Hyper Formance for \$6,107.00 dated December 27, 2023, I attempted to work out a resolution of the disputed invoice on your behalf. After we were unable to come to a resolution, I told the attorney for Hyper Formance on Friday, January 5 that you would proceed with delivering a cashier's check to Hyper Formance for the amount claimed by Hyper Formance in its invoice, \$6,107.00, and that you would then pick up your Cobra vehicle. The attorney for Hyper Formance said Hyper Formance would also require you to sign a release, releasing any right to pursue a claim for overcharging by Hyper Formance. I informed the Hyper Formance attorney that you were not willing to execute such a release, but that you were going to be providing Hyper Formance the payment in the full amount of the repair invoice with a cashier's check and picking up your car. At that point, Hyper Formance's attorney said they still would not allow you to pick up your vehicle without signing a release even if you made payment in full by cashier's check and that they would still keep the car.

Prior to you going over to the Hyper Formance repair shop, you informed me you had to make the payment demanded by Hyper Formance in order to protect your topless car, that was being kept outside under a sideless tent canopy, from further damage or waste. You stated you had obtained a cashier's check for \$6100. I advised you to take an additional \$7 in cash with you.




On Monday January 8, I received a call from you and a sheriff's deputy that accompanied you to deliver the payment and pick up the car. After you informed me you had the cashier's check but they still would not allow you to pick up your car without a release of claims, the sheriff's deputy informed me that the sheriff's office would not press any criminal charges at the moment since the dispute appeared to the subject of a civil suit.

Sincerely,

*William M. Hogan*

William M. Hogan

Orlagus Bennett  
504 Piedmont Court, Corral Rd.  
Piedmont SC 29673

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Columbia SC 29201

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SC Court of Appeals