STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM SUMTER COUNTY

COURT OF COMMON PLEAS

Hon. George C. James, Jr., Circuit Court Judge

RECEIVED
JUN 08 2016
SC Court of Appeals

Appellate Case No: 2015-002481

Charles Taylor,.....Appellant

v.

Stop "N" Save, Inc., d/b/a,
El Cheapo Plus #7 and Roy Rahal,.....Respondent

AMENDED RECORD ON APPEAL

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VOLUME 1 OF 3
P. 1--500

INDEX.....**PAGES 1--4**

Orders / Judgments etc.

Judge James' Email Notice 11/11/15 of Order in Case.....5--6

Judge James' Order 11/20/15 Judgment.....7-25

Judge Young's Order 6/2/14 of Dismissal of Parties.....26-26

Pleadings / Motions etc.

Appellant's 6/9/14 Amended Complaint-Just as filed in lower court, et al. etc.....27-55

Respondent Rahal's 7/14/14 Amended Answer.....56-63

Respondent Rahal's 7/14/14 Amended Answer (30(b)(6) for Corporate El Cheapo).....64-71

Appellant's 10/9/13 Complaint.....72-84

Appellant's 12-4-13 Amendment to 10/9/13 complaint.....85-87

Respondents' 4/27/15 Motion for Summary Judgment.....88-89

Respondent's 5/12/15 Amended Motion for Summary Judgment.....90-91

Appellant's 6/15/15 Motion for Sum. Judg. (*see last line this page / to avoid duplication*)

Appellant's 8/3/15 Motion for Rule 11 & SC sec.15-36-10 Sanctions as Amended.....92-131

Appellant's 8/21/15 Motion for Leave to Amend Pleadings per SCRCP 15(b-c)...132-145

Respondents' 9/17/15 Motion to Dismiss for Vexatious Conduct.....146-147

Appellant's 5/26/15 Notice to Court re Obtaining Copy Reginald Morton's Depo....148-150

Appellant's 8/14/15 Notice to Court re the 7-8-15 Scheduling Order.....151-155

Aplnt's 10/14/15 Hear Memo List all Aplnt's Pleadings in Court's File for Sum. Mot's..156-320

Respondents' Memo. of Law Opposing Aplnt's Rule 11 & SC 15-36-10 Sanctions....321-330

Respondents' Memo. of Law Opposing Aplnt's Motion for Summary Judgment.....331-342

Respondents' Memo. of Law Supporting Respd's Motion for Sum. Judgment.....343-366

Respondents' Memo. of Law Opposing Aplnt's Motion for Leave to Amend.....367-376

Respondents' Memo of Law in Sup. of Mot'n to Dismiss for Vexatious Conduct....377-574

Transcripts / Depositions / Disc. Interrogatories, Req. to Admit, Answers etc. (page excerpts)

Transcript of 10-14-15 Summary Judgment Motions Hearing.....575-720

Deposition of Respondent Roy Rahal of 6-2-15.....721-994

Deposition of Reginald Morton of 4-24-15.....995-1037

Deposition of Appellant Charles Taylor of 6-2-15.....1038-1133

Respds' Depo., Interro. & Admit Ans. w-counsel sig. p. excerpts etc. (*same as p. 95-131*)

Respondents' Supplemental March 11, 2014 Answers to Interrogatories.....1134-1139

Respondents' Supplemental September 11, 2015 Answers to Interrogatories.....1140-1144

Respondents' Supplemental March 11, 2014 Request to Admit.....1145-1149

Affidavits etc.

Rosa McBride's 8/27/14 Affidavit re Odell Morton whereabouts Mor'n 6/1/13.....1150-1150

Appellant's 10/26/15 Affidavit re Reginald Morton's 4/24/15 Balt'm. Md. Depo.....1151-1159

Appellant's 10/26/15 Affidavit re Respondents' 10-14-15 Memorandums.....1160-1161

Winkelman's 10/9/15 Affidavit re Aplnt's rule 15(b-c) Motion to Amend.....1162-1164

Appellant's 6/15/15, 7/8/15, & 7/30/15 Affidavit re the IIED Damages et al. etc..(*same as p. 308-316*)

Mary Mitchell 7/15/15 Affidavit re Reginald Morton's IIED Conduct.....1165-1165

Appellant's 9/21/15 Affidavit re Reg'd Morton's Result'n Damage to House 6/1/13....1166-1166

Appellant's 9/25/14 Aff'd re Reg'd Morton's result'n damage to House from 6-1-13...1167-1167

Appellant's 9/11/15 Aff'd re Reg.'d Morton's result'n Damage to house from 6/1/13...1168-1168

Appellant's 9/18/15 Affidavit re House Total Ruin Loss Valuation.....1169-1171

Appellant's 9/21/15 Affidavit re House Rental Income Loss from 6-1-13 to present.....1172-1172

Appellant's 7/8/15 Affidavit re Reginald Morton's Initial IIED Conduct on 6/1/13.....1173-1173

Appellant's 7/30/15 Affidavit (*same as p. 313-314*)

Mary Mitchell's 9/8/15 Affidavit re Reginald Morton's Conduct 6/1/13.....1174-1174

Appellant's 5/28/14 Affidavit re Odell Morton not speaking in this case.....1175-1175

Appellant's 2/9/15 Aff'd re Odell Morton Valid Driver's License at move in 6/1/13....1176-1176

All Other / Exhibits / Documents / Miscellaneous etc.

Maryland DMV driving record of an Odell Morton (*same as p. 1034*)

Odell Morton commode--walker roller-seat--invoice (*same as p. 916*)

Odell Morton's Hove-Round Wheel Chair document.....1177-1177

Respds' notice taking O. and R. Morton Depo. (*same as p. 1155*)

Defense 3/20/15 letter re we don't represent Odell nor Reginald Morton.....1178-1178

Magistrate's 5/23/13 eviction filing w/ Odell Morton' signature on it.....1179-1179

The 3 U-Haul truck rental documents.....1180-1182

Rep West Insurance Company letter to Reginald Morton...(*same as p. 301*)

Sumter Bail Bondsman & Sheriff Office for Reginald Morton... (*same as p. 991*)

SC Law re residents have 90 days re valid driver's license.....1183-1183

Appellant's 1st 10/8/14 Notice to Respondents (*same as p. 928-934*)

Appellant's 2nd 11/12/14 Notice to Respondents (*same as p. 935-943*)

Appellant's 3rd 5/29/15 Notice to Respondents (*same as p. 963-967*)

Appellant's 4th 6/1/15 Notice to Respondents (*same as p. 968-987*)

Appellant's 5th 6/17/15 Notice to Respondents.....1184-1198

Appellant's additional IIED Tumor Surgery photos.....1199-1201

Judge Curtis bond document re Reginald Morton *(same as p. 950)*

Letter of 6/22/15 letter to Counsels re Rahal and Mohammad.....1202-1203

Brogdon 3/30/15 letter to Reginald Morton (*same as p. 988-989*)

Letter of 6-8-15 to Respondents' Defense.....1204-1204

2 other forge U-Haul Truck Rental Documents.....1205-1206

Letter 1/8/14 Kuppens-Smith quit Defense/ substituted by Culbreath-Brogdon et al.....1207-1207

Miscellaneous all attached re Summary (*& ref last line p.1*).....1208-END

W/ Proof of Service, Filing, & Certificate of Appellant and

Both Parties (all) Designation of Matter List(ed) p. 1-1208

From: James, George C. <GJamesJ@sccourts.org>
To: Gray Culbreath <gculbreath@gwblawfirm.com>; ugcards <ugcards@aol.com>
Cc: James Brogdon <jbrogdon@gwblawfirm.com>; James, George C. Law Clerk (Sara Bozarth) (Sara Bozarth) <GJamesLC@sccourts.org>; James, George C. Secretary (Debra Flinchum) (Debra Flinchum) <GJamesSC@sccourts.org>
Subject: Taylor v. U-Haul Corporation et al.; Civil Action No. 2013-CP-43-1808
Date: Wed, Nov 11, 2015 1:10 pm

Dear Counsel and Mr. Taylor

I have carefully reviewed all submissions and have considered the points raised at the hearing held on October 14. I have concluded that the plaintiff's motion to amend must be denied and that the defendants' motion for summary judgment must be granted.

First, as for the motion to amend, while leave to amend should be freely granted under Rule 15, I conclude that adding U-Haul International would be a futile exercise, as U-Haul International does not engage in the rental of trucks or trailers. See affidavit of Stephen Winkelman. U-Haul International provides accounting services, technical, advisory, and purchasing services to U-Haul Rental companies.

As for the defendants' motion for summary judgment, I conclude that taking the evidence in the light most favorable to the plaintiff, there is no genuine issue of material fact as to any perceived theory of vicarious liability or direct negligence/gross negligence.

The Graves Amendment clearly bars any claim for vicarious liability.

The plaintiff's claim of gross negligence also fails as a matter of law. I am not prepared to conclude that there was no duty owed to the plaintiff by the defendants, but even if there were, there is no evidence that would allow a reasonable jury to conclude that the defendants breached their duty of care. In simple terms, taking all of the evidence as a whole, and in the light most favorable to the plaintiff, the only reasonable inference to be derived from this evidence is that the defendants rented the subject truck to Odell Morton, not Reginald Morton. All of the evidence establishes as a matter of law that Reginald Morton simply paid for the rental and that Odell was the listed driver.

While I am not prepared to conclude that SC case law allows negligent entrustment claims only in alcohol-related incidents, the only reasonable inference to be derived from all the evidence is that the unit was rented to Odell Morton, who possessed a facially valid Maryland driver's license.

The plaintiff's intentional infliction of emotional distress claims fails as a matter of law. I conclude that none of the elements have been established to the extent that summary judgment should be denied. There is no evidence the defendants

intentionally or recklessly inflicted emotional distress. All they did was rent a unit to a licensed driver. Under SC case law and a modicum of common sense, the defendants' conduct was not so extreme and outrageous that it exceeded all possible bounds of decency so as to be regarded atrocious or utterly intolerable in a civilized society. This would hold true even if the plaintiff had established element number one. There is no evidence the defendants' actions caused any emotional distress to the plaintiff, but even if there were, there is absolutely no evidence that the distress suffered was so severe that a no reasonable man could be expected to endure it.

The plaintiff's motion for sanctions is denied as wholly without merit, for the reasons submitted by the defendants in their memorandum.

I am requesting Mr. Culbreath or Mr. Brogdon to prepare a proposed order denying the plaintiff's motion to amend, granting the defendants' motion for summary judgment, denying the plaintiff's motion for summary judgment, denying the plaintiff's motion for sanctions, and holding in abeyance my ruling on the defendants' motion for sanctions. Please send the order to me in Word format, with a full summary of the facts taken in the light most favorable to the plaintiff, deposition citations, and appropriate case citations. Of course, you may include the arguments which I have respectfully rejected (both the absence of a duty of care and the limitation of negligent entrustment claims to alcohol-related incidents). Of course, please send a copy to Mr. Taylor at the same time you send the order to me.

Thank you for your efforts.
GCJ

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STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER) THIRD JUDICIAL CIRCUIT
)
Charles Taylor,) Civil Action No. 2013-CP-40-1808
)
Plaintiff,)
)
vs.)
)
(1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7; and))
)
(2) Roy Rahal)
)
Defendants.)

ORDER

RECORDED
2015 NOV 20 PM 1:49
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

This matter is between Plaintiff Charles Taylor ("Plaintiff") and Defendants Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 ("El Cheapo") and Roy Rahal ("Mr. Rahal") (collectively "Defendants") and is before the Court on the following motions:

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

1. Plaintiff's Motion to Amend;
2. Defendants' Motion for Summary Judgment;
3. Plaintiff's Motion for Summary Judgment;
4. Plaintiff's Motion for Sanctions; and
5. Defendants' Motion to Dismiss for Vexatious Litigation and Sanctions.

A hearing on these motions was held at the Sumter County Courthouse on October 14, 2015. Present for the hearing were Plaintiff, appearing *pro se*, and Gray T. Culbreath and Randy J. Soriano on behalf of Defendants. After considering the pleadings filed by the parties, as well as the arguments presented at the hearing, the Court rules as follows:

1. Plaintiff's Motion to Amend is DENIED;
2. Defendants' Motion for Summary Judgment is GRANTED;
3. Plaintiff's Motion for Summary Judgment is DENIED;
4. Plaintiff's Motion for Sanctions is DENIED;
5. Defendants' Motion to Dismiss for Vexatious Litigation and Sanctions is HELD IN ABEYANCE.

The Court's factual and legal basis for these rulings is set forth below.

ROA
p.7

FACTUAL BACKGROUND

On October 9, 2013, Plaintiff filed a complaint against Defendants and certain other parties, captioning the case "Damages to Real Property (House)". [See Original Complaint, dated October 9, 2013]. On December 4, 2013, Plaintiff filed an Amended Complaint naming El Cheapo as the previously unnamed "U-Haul local dealer" and adding allegations related to El Cheapo. [See Amendment to Complaint]. On March 20, 2014, Plaintiff filed a "Notice Joining Roy Rahal," in an attempt to add Mr. Rahal, the former manager of El Cheapo, as a defendant in this lawsuit. [See Notice Joining Roy Rahal].

On June 9, 2014, Plaintiff filed an Amended Complaint against El Cheapo and Mr. Rahal, alleging various causes of action for gross negligence and intentional infliction of emotion distress and claiming various personal injuries associated with Defendants' failure to compensate Plaintiff for the property damage allegedly caused by Reginald Morton, the driver of the subject rental truck. [See Amended Complaint, dated June 9, 2014].

Throughout the various iterations of the Complaint, Plaintiff alleges that, on June 1, 2013, Mr. Rahal, the manager of EL Cheapo, rented a U-Haul truck to Reginald Morton and Odell Morton, Reginald's father, who were renting a house from Plaintiff. Plaintiff claims that the truck was improperly rented to the Mortons, as Reginald did not have a valid drivers' license. Plaintiff claims that, after renting the truck, Reginald Morton struck his rental house with the truck causing property damage. Plaintiff bases all of his claims on allegations that El Cheapo and Mr. Rahal rented a U-Haul truck to Reginald Morton, the gravamen of the claim being that Reginald Morton did not possess a valid driver's license at the time of the subject rental. [See Amended Complaint at Para. 8 and 9]. Plaintiff further alleges that neither Reginald Morton nor Odell Morton possessed a driver's license at the time of the rental. [See id., at 9].

However, the evidence presented to the record reflects that Odell Morton, not Reginald Morton, was the renter of the subject truck and that Odell Morton possessed a valid Maryland drivers' license at the time of the rental. [See Rental Agreement (hereinafter Rental Agreement) and official records of the Maryland Department of Motor Vehicles (hereinafter "Maryland DMV", attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. B; see also Rahal Deposition and Morton Deposition, attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Exs. A and C, respectively]. Reginald Morton, who did not have a drivers' license at the time, was not the renter of the truck but instead only paid for the rental. [See id.]. It is undisputed that Mr. Taylor was not present at El Cheapo at the time of the rental, and Mr. Rahal and Reginald Morton both testified that Odell Morton was present and had a valid drivers' license. [See id.]. There is no evidence creating any genuine issue of disputed fact that Defendants' actions in renting the subject U-Haul truck to Odell Morton were in any way negligent or wrongful. Facts further supporting the Court's rulings will be set forth in the discussion below.

PLAINTIFF'S MOTION TO AMEND

On August 21, 2015, Plaintiff filed a Motion to Amend pursuant to South Carolina Rules of Civil Procedure 15, seeking to add U-Haul International ("UHI") as an "agency defendant". Defendants opposed this amendment on the grounds that it was futile and, in support of that argument, submitted the Affidavit of Stephen Winkelman, an employee of UHI.

Rule 15(a) of the South Carolina Rules of Civil Procedure sets forth the standard for granting motions to amend a pleading and provides in pertinent part:

> A party may amend his pleading once as a matter of course at any time before or within 30 days after a responsive pleading is served or, if the pleading is one to which no responsive pleading is required and the action has not been placed upon the trial roster, he may so amend it at any time

ROA
p.9

> within 30 days after it is served. Otherwise, a party may amend his pleadings only by leave of the court of by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party.

In interpreting Rule 15(a), South Carolina courts have noted that, "[a]lthough leave to amend should generally be freely given, leave may be denied 'where the proposed amendment would be futile.'" See Jennings v. Jennings, 389 S.C. 190, 209, 697 SE2d 671, 681 (Ct. App. 2010). rev'd on other grounds, 401 S.C. 1, 376 SE2d 242 (2012) (holding that circuit court did not err in refusing to grant leave to amend complaint to add party defendant where amendment would be futile); Higgins v. Medical University of South Carolina, 326 S.C. 592, 604, 486 SE2d 269, 275 (Ct. App. 1997) ("any amendment of the Higginses' complaint which alleges the doctors were paid by UMA ultimately would be futile...")

Plaintiff's claims are based solely upon allegations that El Cheapo rented a truck to Reginald Morton who did not possess a valid driver's license at the time of the rental. (See Amended Complaint). Even assuming this allegation is true, there is no basis for UHI to be added to this lawsuit as a party defendant. Plaintiff's claims relate solely to the rental of the U-Haul truck, and UHI does not rent trucks or any other U-Haul equipment as a part of its business. In support of this position, Defendants submitted the undisputed affidavit of Stephen Winkelman into the record, which stated that UHI provides accounting services, technical advisory services, and purchasing services to U-Haul rental companies and does not engage in the rental of vehicles. [See the Affidavit of Stephen Winkelman, attached to Defs.' Memorandum of Law in Opposition to Pltf.'s Motion for Leave to Amend Pleadings at Ex. B]. Based on this undisputed evidence, I find that any amendment adding UHI as a party defendant would be futile, and therefore the Court denies Plaintiff's Motion for Leave to Amend.

DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

Defendants moved for summary judgment as to Plaintiff's claims on several occasions, on April 27, 2015, May 13, 2015, and August 4, 2015, in response to various reiterations of Plaintiff's complaints.

After considering the filings and arguments of the parties, I conclude that, taking the evidence in the light most favorable to Plaintiff, there is no genuine issue of material fact as to any perceived theory of vicarious liability or direct negligence/gross negligence. Further, I find that Plaintiff's intentional infliction of emotional distress claim fails as a matter of law. Accordingly, Defendants' motions should be granted for the reasons set forth as follows:

A. Standard of Review.

Summary judgment is appropriate where the "pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." See Koester v. Carolina Rental Center, Inc., 313 S.C. 490, 493, 443 SE2d 392, 394 (1994). However, "[i]t is not sufficient [to defeat a motion for summary judgment] that one create an inference which is not reasonable or a fact that is not genuine." See Schuler v. Tuomey Regional Medical Center, 313 S.C. 225, 227, 437 SE2d 128, 129 (Ct. App. 1993). "In order to resist a motion for summary judgment, the non-moving party must come forward with specific facts showing genuine issues necessitating trial." See Nations Bank v. Scott Farm, 320 S.C. 299, 303, 565 SE2d 98, 100 (Ct. App. 1995).

B. The Graves Amendment, 49 U.S.C. §30106, Bars Plaintiff's Claims for Vicarious Liability.

Plaintiff's claims against Defendants fail as a matter of law because the claims are essentially claims of vicarious liability based upon the rental of the subject rental truck. These claims are barred by federal legislation known as the Graves Amendment. On August 10, 2005, the Federal Public Transportation Act of 2005 was enacted. Included in this bill was 49 U.S.C. § 30106, otherwise known as the Graves Amendment, which provides in relevant part:

> (a) In General – An owner of a motor vehicle that rents or leases the vehicle to a person (or an affiliate of the owner) shall not be liable under the law of any State or political subdivision thereof, by reason of being the owner of the vehicle (or an affiliate of the owner), for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease, if--
>
> > (1) the owner (or an affiliate of the owner) is engaged in the trade or business of renting or leasing motor vehicles; and
> >
> > (2) there is no negligence or criminal wrongdoing on the part of the owner (or an affiliate of the owner). . . .
>
> (c) Applicability and Effective Date – Notwithstanding any other provision of law, this section shall apply with respect to any action commenced on or after the date of enactment of this section without regard to whether the harm that is the subject of the action, or the conduct that caused the harm, occurred before such date of enactment.

Congress enacted the Graves Amendment for the explicit purpose of abolishing vicarious liability for those engaged in the business of renting and leasing motor vehicles based on mere ownership or leasing of a vehicle. The Congressional mandate of 49 U.S.C. § 30106 is clear and unambiguous. The affiliate of the owner of a leased vehicle "shall not be liable under the law of any state . . . by reason of being the owner of the vehicle for harm to persons or property that arises out of the use, operation or possession of the vehicle during the period of the rental or the lease..." 49 U.S.C. § 30106(c). By its express terms, 49 U.S.C. § 30106 "shall apply with

respect to any action commenced on or after the date of enactment of this section without regard to whether the harm that is the subject of the action, or the conduct that caused the harm, occurred before such date of enactment." 49 U.S.C. § 30106(c).

Although South Carolina has not addressed the issue, state courts across the country have affirmed that the Graves Amendment abolishes vicarious liability for vehicle rental companies. See Vargas v. Enter. Leasing Co., 60 So. 3d 1037, 1041 (Fla. 2011) cert. denied, 132 S. Ct. 769, 181 L. Ed. 2d 486 (U.S. 2011) ("[W]e conclude that the present case falls into the third category [where a state law conflicts with a federal law] and agree with the district court that section 324.021(9)(b) 2, Florida Statutes (2007) conflicts with and thus is preempted by the Graves Amendment"); Lazaridis v. Progressive N. Ins. Co., FSTCV116011100S, 2012 WL 5936218 (Conn. Super. Ct. Nov. 7, 2012) (holding that Graves Amendment precluded Hertz Corporation from being vicariously liable for the alleged negligence of driver); Fuller v. Enter. Rent-a-Car Co. of Kentucky, *LLC*, 2011-CA-001301-MR, 2012 WL 4839550 (Ky. Ct. App. Oct. 12, 2012), review denied (Aug. 21, 2013) (acknowledging that "Congress in 2005 enacted a law (the Graves Amendment) which exempts car rental companies from tort liability"); Esposito v. Kiessling Transit, Inc., 060883A, 2007 WL 3014703 (Mass. Super. Sept. 6, 2007) ("The clear language of this Federal statute indicates that, when applicable, it expressly preempts State law that imposes liability on owners of motor vehicles engaged in business of leasing or renting such vehicles simply due to ownership."); Meyer v. Nwokedi, 777 N.W.2d 218, 223 (Minn. 2010) ("It is undisputed that Meyer's vicarious liability claim fits within the scope of the express preemption clause of the Graves Amendment. Specifically, Enterprise is engaged in the business of renting motor vehicles, and did not engage in negligence or criminal wrongdoing").

Although South Carolina courts have yet to address the Graves Amendment, I find that the Graves Amendment preempts Plaintiff's vicarious liability claims in this case. Accordingly, Plaintiff's claims against El Cheapo and Mr. Rahal are dismissed because Plaintiff's claims are barred by federal law. Plaintiff's claims are, at their core, claims of vicarious liability founded upon the alleged negligence of Reginald Morton. El Cheapo was merely the renter of the subject U-Haul rental truck, and Mr. Rahal was an employee of El Cheapo, working in the scope of his employment at the time that the rental transaction was completed. [See Rahal Depo., attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. A]. Because claims for vicarious liability are barred by the Graves Amendment, Plaintiff's claims against Defendants must be dismissed.[1]

C. Plaintiff's Claims of Gross Negligence Fail as a Matter of Law.

Summary judgment is appropriate as to Plaintiff's gross negligence claim, as Plaintiff has failed to set forth any evidence that would allow a reasonable jury to conclude that Defendants breached their duty of care. "To establish a negligence cause of action under South Carolina law, the plaintiff must prove the following three elements: (1) a duty of care owed by defendant to plaintiff; (2) breach of that duty by a negligent act or omission; and (3) damage proximately resulting from the breach of duty." J.T. Baggerly v. CSX Transp., Inc., 370 S.C. 362, 368-69, 635 S.E.2d 97, 101 (2006) (citations omitted). Gross negligence has been defined as "the failure to exercise a slight degree of care" and "when a person is so indifferent to the consequences of

[1] Even if the Graves Amendment did not preclude any claim or liability against Defendants for the negligence of the driver of the truck in causing the property damage alleged by Plaintiff, Plaintiff's claims amount to nothing more than bald allegations, unsupported by any evidence or facts. Reginald Morton testified at his sworn deposition that (1) the subject truck was rented by his father, Odell Morton (who had a valid driver's license at the time of rental), (2) the truck was driven only by Odell Morton, and (3) the truck never even hit Plaintiff's house. [See Morton Depo., attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. C].

his conduct as not to give slight care as to what he is doing." Clark v. South Carolina Dept. of Public Safety, 362 S.C. 377, 382, 608 S.E.2d 573, 576 (2005) (citations omitted).

1. *Plaintiff's gross negligence claim fails because Plaintiff has failed to produce any evidence that Defendants owed Plaintiff a duty.*

Defendants are entitled to summary judgment as to Plaintiff's gross negligence claim, as Plaintiff has failed to produce any evidence that Defendants owed a duty to Plaintiff. "In a negligence action, the court must determine, as a matter of law, whether the defendant owed a duty of care to the plaintiff." Huggins v. Citibank, N.A., 355 S.C. 329, 332 585 S.E.2d 275, 277 (2003) (citing Faile v. South Carolina Dept. of Juvenile Justice, 350 S.C. 315, 566 S.E.2d 536 (2002)). "If there is no duty, the defendant is entitled to judgment as a matter of law." Id. (citing Simmons v. Tuomey Regional Med. Ctr., 341 S.C. 32, 533 S.E.2d 312 (2000)).

South Carolina courts hold that there are four factors to consider in determining whether a "legal duty" exists: (1) applicable statutory duties; (2) deviation from industry standards; (3) serious risks of physical harm; and (4) whether a special relationship, imposing duties independent of contract, exists between the alleged tortfeasor and the injured party. See Kennedy v. Columbia Lumber and Mfg. Co., Inc., 299 S.C. 335, 346, 384 S.E.2d 730, 737-38 (1989); Tommy L. Griffin Plumbing & Heating Co. v. Jordan, Jones & Goudling, Inc., 320 S.C. 49, 463 S.E.2d 85 (1995). With regards to the fourth factor, "[w]here this relationship is 'too attenuated,' a duty will not arise." Ravan v. Greenville County, 315 S.C. 447, 434 S.E.2d 296 (1993) (quoting South Carolina State Ports Authority v. Booz–Allen & Hamilton, Inc., 289 S.C. 373, 376, 346 S.E.2d 324, 325–26 (1986)).

Plaintiff's entire case has been and continues to be based upon his bald assertions, unsupported by any evidence, that Defendants rented a U-Haul truck to Reginald Morton, an individual without a driver's license. [See Amended Complaint, at ¶¶ 10-11]. However, taking



all of the evidence as a whole, and in the light most favorable to Plaintiff, the only reasonable inference to be derived from the evidence in the record is that Defendants rented the subject truck to Odell Morton, not Reginald Morton. All of the evidence establishes as a matter of law that Reginald Morton simply paid for the rental and that Odell was the listed driver.

2. *Even should the Court find that a duty existed, Plaintiff's gross negligence claim should be dismissed because Plaintiff failed to produce any evidence that Defendants breached any duty owed to Plaintiff.*

To date, Plaintiff has produced no evidence that Defendants rented a U-Haul truck to an individual without a driver's license. In fact, the Rental Agreement and the records of the Maryland DMV, along with the deposition testimony of Mr. Rahal and Reginald Morton, prove just the opposite.

The Rental Agreement and Mr. Rahal's testimony concretely prove that Defendants rented the subject U-Haul truck to Odell Morton, who possessed a facially valid Maryland driver's license at the time of the rental on June 3, 2013. [See Rental Agreement and Maryland DMV Records, attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. B; Rahal Depo., attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. A]. Moreover, Mr. Rahal's testimony is corroborated by the sworn testimony given by Reginald Morton, in which Reginald confirms that it was Odell Morton, his father, that rented the subject truck by presenting his valid Maryland driver's license [See Morton Depo., attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. C]. Plaintiff repeatedly points to the fact that the Rental Agreement lists Reginald Morton as a party to the Rental Agreement. However, as the Rental Agreement shows and as Mr. Rahal and Reginald Morton have confirmed in their depositions, Odell Morton signed the Rental Agreement and presented a facially valid Maryland driver's license to Mr. Rahal at

the time of the rental, and Reginald Morton paid for the rental. [See Rahal Depo., attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. A; Rental Agreement and Maryland DMV Records, at attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at B; Morton Depo., at attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at C]. There is no evidence that the procedure followed by Defendants violated any law, and more importantly, no evidence that Defendants breached any duty owed to Plaintiff, to the extent he showed one existed. Without any evidence to legitimately call into question the Rental Agreement or the deposition testimony provided by Mr. Rahal and Reginald Morton, the only reasonable inference to be derived from all the evidence is that the truck was rented to Odell Morton, who possessed a facially valid Maryland drivers' license.

3. *Defendants are entitled to summary judgment as to Plaintiff's gross negligence claim even if it is determined to be a negligent entrustment claim.*

To the extent the Court determines Plaintiff's claim for "gross negligence" is an attempt to bring a negligent entrustment claim against Defendants, it should be dismissed on summary judgment, as there is no genuine issue of any material fact to be decided by this Court. In order to prove a negligent entrustment claim in South Carolina, a party must prove: "(1) knowledge of or knowledge imputable to the owner that the driver was either addicted to intoxicants or had the habit of drinking, (2) that the owner knew or had imputable knowledge that the driver was likely to drive while intoxicated and (3) under these circumstances, the entrustment of a vehicle by the owner to such a driver." Jones ex rel. Jones v. Enterprise Leasing Company-Southeast, 383 S.C. 259, 264, 678 S.E.2d 819, 822 (Ct. App. 2009) (citing McAllister v. Graham, 287 S.C. 455, 458, 339 S.E.2d 154, 156 (Ct. App. 1986)).

While the Court is not prepared to conclude that South Carolina law allows negligent entrustment claims only in alcohol-related incidents, the record evidence demonstrates that El Cheapo actually rented the subject U-Haul truck to Odell Morton, not Reginald Morton. [See Rahal Depo., attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. A; Rental Agreement and Maryland DMV Records, at attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. B; Morton Depo., attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. C]. The evidence also shows that Odell Morton possessed a valid driver's license at the time of the rental. [See id.] Based upon this record evidence and the fact that Plaintiff has produced no evidence of his own to create a disputed material fact, Defendants should be awarded summary judgment in their favor on Plaintiff's negligence claims.

D. Defendants Are Entitled to Summary Judgment As to Plaintiff's Intentional Infliction of Emotional Distress Claim.

Plaintiff's intentional infliction of emotional distress ("IIED") claims fail as a matter of law. Although it is anything but clear from Plaintiff's pleadings and filings, it appears Plaintiff bases his IIED claim on unsupported allegations that (1) Mr. Rahal, an employee of El Cheapo, rented a U-Haul truck to Reginald Morton, an unlicensed driver who then backed the truck into Plaintiff's rental home causing property damage; and (2) Defendants intentionally refused to accept Plaintiff's unreasonable settlement offers after suit was filed. For the reasons discussed below, Plaintiff has failed to provide any evidence that supports the elements of an IIED claim and thus Defendants are entitled to summary judgment as a matter of law.

In order to recover for IIED under South Carolina law, a plaintiff must establish that:

(1) the defendant intentionally or recklessly inflicted emotional distress, or was certain, or substantially certain, that such distress would result from his conduct;

(2) the conduct was so "extreme and outrageous" so as to exceed "all possible bounds of decency" and must be regarded as "atrocious, and utterly intolerable in a civilized community;"

(3) the actions of the defendant caused plaintiff's emotional distress; and

(4) the emotional distress suffered by the plaintiff was "severe" such that "no reasonable man could be expected to endure it."

Hansson v. Scalise Builders of South Carolina, 374 S.C. 352, 650 S.E.2d 68 (2007) (quoting Ford v. Hutson, 276 S.C. 157, 162, 276 S.E.2d 776, 778 (1981) (citations omitted). In order to survive a motion for summary judgment, a plaintiff must establish a prima facie case as to each element of a cause of action for IIED. Hansson, 374 S.C. at 358, 650 S.E.2d at 71. Importantly, the Ford court emphasized the heightened burden of proof included in the second and fourth elements of the tort. Ford, 276 S.C. at 166, 276 S.E.2d at 780 (citations omitted). "It is for the court to determine in the first instance whether the defendant's conduct may reasonably be regarded as so extreme and outrageous as to permit recovery, and only where reasonable persons may differ is the question one for the jury." Todd v. S.C. Farm Bur. Mut. Ins. Co., 283 S.C. 155, 321 S.E.2d 602 (Ct. App. 1984).

As to the resulting emotional distress, "a party cannot establish a prima facie claim for damages resulting from a defendant's tortious conduct with mere bald assertions." Hansson, 374 S.C. at 358, 650 S.E.2d at 72. "To permit a plaintiff to legitimately state a cause of action by simply alleging 'I suffered emotional distress' would be irreconcilable with [the] Court's development of the law in this area." Id. In addition, the Ford court noted, "where physical harm is lacking, the courts should look initially for more in the way of extreme outrage as an assurance that the mental disturbance claim is not fictitious." Ford, 276 S.C. at 166, 276 S.E.2d at 780 (citations omitted).

1. *Plaintiff failed to introduce evidence supporting outrageous, extreme or severe conduct on the part of Defendants.*

Even assuming Plaintiff is able to prove his allegations that Defendants rented a U-Haul truck to an individual without a license, that benign act does not come close to rising to the level of outrageous, extreme or severe conduct that is necessary to support an IIED claim. This shortcoming is only made clearer when compared with other South Carolina cases where, despite more egregious conduct, the courts refused to find that the conduct at issue gave rise to an IIED cause of action. See, e.g., Todd v. S.C. Farm Bur. Mut. Ins. Co., 283 S.C. 155, 321 S.E.2d 602 (Ct. App. 1984); State v. Horton, 271 S.C. 413, 248 S.E.2d 263 (1978).

In Todd, the Court of Appeals reversed a jury verdict in favor of the plaintiff on his outrage claim against defendants, despite evidence that could have been interpreted to show the defendants violated the State's Polygraph Examiner's Act by requiring the plaintiff to submit to numerous polygraph tests in the course of his employment as an insurance agent. Todd, 283 S.C. at 173, 321 S.E.2d at 612 (Ct. App. 1984). The plaintiff also presented evidence that the court conceded could have led to the inference that one defendant lied about the plaintiff's performance on the polygraph examinations. Id. The court held that violation of a statute does not import moral turpitude or outrageousness so to give rise to an outrage or IIED cause of action. Id. The court also held that lying, in and of itself, is not outrageous conduct. *Id.* (citing Jones v. Nissenbaum, Rudolph & Seidner, 244 Pa.Super. 377, 368 A.2d 770 (1976); Public Finance Corp. v. Davis, 66 Ill.2d 85, 4 Ill.Dec. 652, 360 N.E.2d 765 (1976)).

There is no evidence Defendants intentionally or recklessly inflicted emotional distress. Instead, Plaintiff attempts to base his IIED claim on Defendants' conduct that pales in comparison to the conduct examined and found insufficient by the Court in Todd. Instead, all Defendants did here was rent a truck to, the Plaintiff claims, an unlicensed driver. Under South

Carolina case law and a modicum of common sense, Defendants' conduct was not so extreme and outrageous that it exceeded all possible bounds of decency so as to be regarded as atrocious or utterly intolerable in a civilized society. This is true even if Plaintiff had established the first element of the cause of action. There is no evidence that Defendants' actions caused any emotional distress to the Plaintiff, but even if there were, there is absolutely no evidence that the distress suffered was so severe that no reasonable man would be expected to endure it. Accordingly, Plaintiff's claim for IIED is dismissed.

For these reasons, Defendants' Motion for Summary Judgment is granted and likewise Plaintiff's Motion for Summary Judgment is denied.

PLAINTIFF'S MOTIONS FOR SUMMARY JUDGMENT

By motion dated June 15, 2015, Plaintiff moved for summary judgment on his claims and in opposition to the Motion for Summary Judgment discussed above, which has been granted. For the reasons set forth in the proceeding discussion in this order granting Defendants' Motion for Summary Judgment, Plaintiff's Motion for Summary Judgment is denied.

PLAINTIFF'S MOTION FOR SANCTIONS

On August 3, 2015, Plaintiff filed a Motion for Sanctions under Rule 11 and subsequently filed amendments to that motion on September 14, 2015, and September 18, 2015. Plaintiff has no valid grounds for seeking sanctions under Rule 11 or the South Carolina Frivolous Civil Proceedings Sanctions Act, and as a result, Plaintiff's Motion for Sanctions should be denied.

Rule 11 of the South Carolina Rules of Civil Procedure provides:

> Every pleading, motion or other paper of a party represented by an attorney shall be signed in his individual name by at least one attorney of record who is admitted to practice law in South Carolina, and whose address and telephone number shall be stated....the written or electronic signature of an attorney or other party constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his

knowledge, information and belief there is good ground to support it; and that it is not interposed for delay.

Under Rule 11, a party and or the party's attorney may be sanctioned for filing a frivolous pleading, motion or other paper for making frivolous arguments. Runyon v. Wright, 322 S.C 15, 19, 471 SE2d 160, 162 (1996). Similarly, the South Carolina Frivolous Civil Proceedings Sanctions Act provides that an attorney may be sanctioned for "filing a frivolous pleading, motion, or document" or a pleading "interposed for merely delay, or merely brought for any other purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings." S.C. Code Ann. §15-36-10.

Plaintiff fails to show any grounds to show any imposition of sanctions against Defendants either under Rule 11 or S.C. Code Ann. §15-36-10. While Plaintiff has continually taken the position that Defendants improperly and illegally rented a U-Haul truck to Reginald Morton, the evidence in the case proves otherwise. Either through convenience or oversight, Plaintiff failed to direct the court to Mr. Rahal's testimony that it was Reginald's father, Odell Morton, who presented his drivers' license for rental, signed the rental agreement, and drove the U-Haul truck from the premises following the completion of the rental. (See Rahal Depo., attached to Defs.' Memorandum of Law in Support of Motion for Summary Judgment at Ex. A). Additionally, Plaintiff neglected to mention El Cheapo's supplemental discovery responses, which clarified its prior responses and stated that Odell Morton presented his drivers' license and signed for the rental of the truck. (See El Cheapo's Supplemental Responses to Requests for Admissions dated March 11, 2014, Nos. 1 and 3).

Plaintiff's Motion for Sanctions, in which he fails to accurately recount the facts, discovery, and testimony that has been given to date in this case, simply cannot pass muster and

does not entitle him to sanctions against Defendants. Accordingly, the Motion is denied as wholly without merit.

DEFENDANTS' MOTION TO DISMISS FOR VEXATIOUS LITIGATION AND SANCTIONS

Pending before the Court is Defendants' Motion to Dismiss for Vexatious Litigation and Sanctions, arising from Plaintiff's conduct during the course of litigation. While the parties argued the Motion at the hearing, the Court at this time holds a ruling on this Motion in abeyance. However, the Court reserves its right to rule on this Motion while it still has jurisdiction over the case.

CONCLUSION

Based on the foregoing, the court:

1. DENIES Plaintiff's Motion to Amend;
2. GRANTS Defendants' Motion for Summary Judgment;
3. DENIES Plaintiff's Motion for Summary Judgment;
4. DENIES Plaintiff's Motion for Sanctions; and
5. HOLDS IN ABEYANCE the ruling on the Defendants' Motion to Dismiss for Vexatious Litigation and Sanctions.

Based on the Court's ruling granting Defendants' Motion for Summary Judgment, this action is dismissed with prejudice.

George C. James, Jr., Circuit Judge

November 20, 2015
Sumter, South Carolina

ROA
p.23

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Charles Taylor 332 Myrtle Beach Hwy Sumter, SC 29153

ATTORNEY(S) FOR THE PLAINTIFF(S)

Gray Thomas Culbreath PO Box 7368 Columbia, SC 29202
James Edward Brogdon III PO Box 7368 1201 Main St., Ste 1200 Columbia, SC 29201

ATTORNEY(S) FOR THE DEFENDANT(S)

James C. Campbell

Court Reporter

James C. Campbell - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

See attached order

FORM 4

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

RECORDED
2015 NOV 20 PM 1:49
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP4301808

Charles Taylor	**Roy Rahal** **El Cheapo Plus #7**	**Stop N Save Inc**
PLAINTIFF(S)		**DEFENDANT(S)**

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY, SC

Submitted by: Clerk of Court	**Attorney for:** ☐ Plaintiff ☐ Defendant ☐ 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. ☒ See Page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ 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: Court holding defendants' motion for sanctions under advisement.

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 (List amount(s) below)

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 George C. James, Jr. | **2143** **Judge Code** | 11/20/2015 **Date**

For Clerk of Court Office Use Only

CPFORM4Cm
SCCA SCRCP Form 4C (Revised 3/2013)

FORM 4

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

RECORDED
2014 JUN -2 PM 4:36
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP4301808

PLAINTIFF(S)	DEFENDANT(S)
Charles Taylor	U-Haul Corporation Dana Goins Roy Rahal Reginald Morton UHaul Dealer Odell Morton
Submitted by: Clerk of Court	Attorney for: ☒ Plaintiff ☐ Defendant ☐ 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. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☒ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ 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: **Defendant's Motion to Dismiss has been granted as to U-haul Corporation and Uhaul of South Carolina Only.**

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 (List amount(s) below)

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

ROA
p.26

been provided by the submitting party. Disputes concerning the amounts contained
y of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed
costs not available at the time the form and final order are submitted to the judge
Title abstractors and researchers should refer to the official court order for

Judgment details.

2156 6/2/2014

CPFORM4Cm
SCCA SCRCP Form 4C (Revised 3/2013)

p.3
w/ plaintiff's 8-21-15
rule 15(b) motion

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

RECORDED
2014 JUN -9 PM 4:15
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEAS
3RD JUDICIAL CIRCUIT
C/A Case No: 2013-CP-43-1808

CHARLES TAYLOR

PLAINTIFF,

VS.

(1).STOP "N" SAVE, INC.;
d/b/a
El Cheapo Plus #7; and

(2).ROY RAHAL;

DEFENDANTS,

AMENDED COMPLAINT FOR:

1. Gross Negligence
DAMAGE TO HOUSE
With a U-haul Moving Truck
Rented by Defendants to Parties
with no valid drivers license
&
2. Intentional Infliction of Severe
Emotional & Physical Distress
on Disable Plaintiff
(**emphasis paragraph 28 p.5**)

JURY TRIAL DEMANDED

***Amended* Complaint re: The Court Hearing on 6/2/14**

That Plaintiff Can & Will Show & Prove at Trial--*Essentially;*

(1).That Defendant Stop N Save, Inc., d/b/a, El Cheapo Plus #7; (hereinafter "El Cheapo"); is a South Carolina incorporated business operating at 390 S. Guignard Drive, Sumter, S. C. 29150;

(2).That Defendant Roy Rahal (hereinafter "Rahal") was/is the manager of El Cheapo & on the date of 6/1/13; (exhibit A attached p.08);

(3).That Defendants, among their main business of Gas and/or Groceries etc., also rent U-haul trucks to the public as an independent U-haul dealer; (exhibit B attached p.09);

FOR A FIRST CAUSE OF ACTION
(gross negligence)

(4).That just prior to 6-1-2013; Reginald Morton, Dana Goins, and Odell Morton, (exhibit C attached p.10); was evicted; (exhibit D attached p.11) from plaintiff house that he had rented them earlier at 334 Myrtle Bch Hwy Sumter, S.C. 29150;

(5).That they were evicted for Reginald Morton' drug dealing & non-rent payment (ex. p.10-11);

(6).That Reginald Morton tricked a bail bondsman, Jim Green, into bailing him out of jail for another crime he committed--which Jim Green was looking for him; (exh. E attached p.12); &

(7).That Sumter County Sheriff's Office was looking for him as well; (exh. E attached p.12); &

(8).That Reginald Morton then went and got together with Defendants El Cheapo and Rahal; which Defendants rented Reginald Morton a u-haul truck on 6/1/13; (exhibit A attached p.08);

(9).That Reginald Morton; (nor Dana Goins nor Odell Morton); did not have a valid drivers license; (exhibit C attached p.10);

(10).That it is a criminal offense to drive a motor vehicle on the roads of South Carolina without a valid drivers license--S.C. Law Code Section 56-1-440 & related other-s; but

(11).That #9 & 10 above notwithstanding; Defendants El Cheapo and Rahal still went ahead and **gross negligently** rented them a truck anyway---**for a $300 + fee** (exhibit F attached p.13);

(12). That on 6/1/2013 Reginald Morton et al were to move out; on which day Reginald Morton came with that U-haul truck rented **gross negligently** to him by Defendants El Cheapo and Roy Rahal; (exhibit F attached p.13);

(13).That during their moving-plaintiff happened to be watching through his home side window, (exhibit G attached p.14); & saw--with his own eyes--Reginald Morton backed his truck into the porch end of house--hard--high on pot & mad because being evicted-(exhibit D attached p.11); &

(14).That caused the porch to slightly crack-move-separate-just enough from house; (exhibit H attached p.15); &

(15).That cause water to seep & leak into house on the right side down to the floor when it rains, & spread-damaging the floors (ex. I p.16) & eventually the foundation--repeatedly; (exh. J p.17);

(16). That Reginald Morton promised to come back and take care of the initial damages-(exhibit H attached p. 15) & (exhibit K attached p.18); &

(17). When that never happened, *because he jumped bail to Maryland from Jim Green and the law & fled this state because they were hunting him for promising them to*; (ex. E attach p.12);

(18).That; after 1st trying to patch up and paint over the damages-crack ect.; but when it rain the water kept getting into the house; plaintiff **eventually** reported the subject damages to; among other; Defendants El Cheapo and Rahal, (*via law* suit), demanding some damages payment, ***repeatedly***; (exhibit L attached p.19); because they **gross negligently** rented him the truck; but

(19).That Defendants El Cheapo, Rahal, & the driver they rented the truck to w/ no valid drivers license, all refused to pay any compensation to plaintiff as demanded; (ex. M attached p.20-20b);

(20).That such refusals then lead to the continuous water--when it rains--ultimately damaging the house--foundation--structure itself, (rotting out and warping floor and foundation), to the point whereby the house is unfit--unsafe to go in--let alone live in--**examps.**-(ex. I-J attached p.16-17);

FOR A SECOND CAUSE OF ACTION
(Intentional infliction of severe emotional & physical distress on disabled plaintiff
#4 thru 20 are reset forth hereunder verbatim

(21).That Defendants El Cheapo, Rahal & the license less driver they rented the truck to, inflicted severe emotional and physical distress on disable plaintiff---(*see:* paragraph #28 p.5 below); and

(22).That those named in #21 above, their inflictions of emotional distress on disabled plaintiff was caused by, *among their initial illegal* actions, their **wrongful tortuous refusal repeatedly**, [***for the damages they caused***], to timely pay for it, (ex. M p.20-20b & ex. L p.19 etc.), as and when demanded by disabled plaintiff;

(23).That El Cheapo & Rahal's illegal actions, (*renting said truck*---p.13--*to license less Morton* ex. C p.10) lead to & caused disable plaintiff's house & IIED damages-(*see: para. 13-20 & 21-31*);

(24).That; for the house damages done by Reginald Morton; Defendants El Cheapo and Rahal can be held vicariously liable to & by disabled plaintiff (per results of June 2, 14 hearing before the Honorable Judge Young; that they are not dismiss from this suit as requested by motion); &

(25). That re: (#24 above) is, **because,** these Defendants rented said truck, (exhibit F p.13), to Reginald Morton **gross negligently** w/ no a valid drivers license; (exhibit C attached p.10); and

(26).That--thus--obviously--Defendants El Cheapo and Rahal can be held liable for the severe emotional and physical distress they inflicted on disable plaintiff directly themselves; and

(27).That-per #24 above; El Cheapo & Rahal can also be held vicariously liable for all the severe emotional & physical distress that their license less drivers inflicted on disable plaintiff as well; &

(28).That disabled plaintiff live on disability SS income & used & needed his house rental income to supplement that income to; **[get severe spinal injury medication; pay his portion to see the doctor; get severe arthritis & other chronic pain medication in time to prevent debilitating swelling, knotting & deform joints** [*which now need many surgeries to correct p.28 w/uncertain outcomes even w/ surgeries*]**; pay utilities & like bill; get the lawn mowed; get dental work done in time** [*which it's now to late for*]**; get high blood medication to prevent a variety of things** [*including stroke to death*] **etc. etc.; thus--as one can see--defendants El Cheapo and Rahal's (w/ the license less truck drivers as well) by their illegal actions; inflicted severe emotional and physical distress on the disabled plaintiff; which have deteriorated his health *and* endangered & threatened & threatens his life; beginning with these Defendants' initial illegal acts as stated with the license less persons they rented the said truck to & the severe emotional & physical distress damages still ongoing--all due to their actions-& getting worse--hour by hour--day by day-**(examps. ex. N attached p.21-28); & **The ones now needing surgery will be shown at trial to the jury on the physical body** *see* p.28;

(29).That if Defendants El Cheapo & Rahal &/or the license less persons they rented their truck to; had paid--at least a little bit of the house damages compensation----the subject house repairs would have been made then; and disable plaintiff rental supplemental---health and life saving income--would have been resumed and mitigated the total damages caused and *now* sought in para.40 p.7; but--they chose not to pay *anything*; and

(30).That Defendant El Cheapo & Rahal & Morton, knowingly--intended the emotional distress on disabled plaintiff to be severe as possible & for as long as possible; as is self evident by their forcing tortuous and continuing litigation upon disabled plaintiff before receiving said damages compensation from them; which litigation---***every page together***--to be exh. at trial, to prove it;

(31).That every hour of such refusal, to compensate disabled plaintiff for his house damages caused by these Defendants' actions, is an hour more of their intentional and severe emotional and physical distress upon the disabled plaintiff---(see: again paragraph #28 above on page 5);

(32).That Defendants El Cheapo & Roy Rahal & the license less truck driver, all had a duty to the public i.e. (the plaintiff in the instant case), not to endanger them and/or their property by renting such truck to unlicensed persons-(exhibit C attached p.10); who had the same duty; &

(33).That the said defendants breached that duty when they rented said truck to Morton without a valid drivers license; (exhibit C attached p.10); who breached the same duty; and

(34).That as a result of their breach of their duties (*& the law don't forget sc. 56-1-*440) plaintiff suffers the resulting consequences, i.e., the damages stated heretofore & (see: again para.28 p.5);

(35).That such breach of their duties per #32-34 above, by the parties therein mentioned, was the direct &/or proximate cause, leading directly to plaintiff's house and severe emotional & physical distress damages thereafter, w/ the latter continuing right up to now-(*again*-para.28 above p.5); &

(36).That the amount disabled plaintiff has invested in said house is $150,000.00; (ex. O p.29); &

(37).That without said Defendants breaching said duties, there would not have been / could not have been--plaintiff's damages as stated heretofore, because presumably, **no one** would rent such a truck to anyone without a valid drivers license; (exhibit C attached p.10) & (ex. F p.13);

(38).That Defendants El Cheap, Rahal & the license less driver they rented their truck to, actions were illegal-wrongful-extreme-willful-wanton-reckless, and driven by greediness at the public's, (plaintiff's here), expense & endangerment--including to property & health; & intended to inflict severe & long lasting emotional & physical distress-all-on disable plaintiff; ***none* of which was accidental;** & that their actions were malicious & spiteful; &

(39).That the said Defendants knew or should have known the said persons had no valid drivers license, as it was their duty to know; (exhibit C attached p.10); **and that in the end, these** Defendants, & the license less driver they rented the u-haul truck to; didn't want to even hear about the damages they caused plaintiff *because* they return the mail-(exhibit P attached p.30); &

(40).That accordingly; plaintiff has suffered damages caused by these Defendants & the persons they rented the truck to w/ no valid drivers license, all as stated heretofore, and that the plaintiff seeks ***total*** compensation from ***these*** Defendants El Cheapo and/or Roy Rahal in the amounts of;

a.$ 150,000.00 Actual property losses
b.$25,000,000.00 Infliction of intended severe emotional & physical distress on disable plaintiff.
c.$??,000,000.00 Punitive damages-the maximum allowed pursuant to South Carolina Law and

That Plaintiff prays, that a Jury awards same from these Defendants to Plaintiff, after a Jury Trial.

RESPECTFULLY SUBMITTED,

Sumter, South Carolina

June 9, 2014

Charles Taylor, Plaintiff
332 Myrtle Beach Hwy
Sumter, SC. 29153 (803) 609-7990

RESPONSE: El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents and is vague and ambiguous. El Cheapo further objects to this Request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. El Cheapo further objects to this Request on the grounds that it seeks information that is confidential and/or proprietary.

4. Specifically, the name of the person(s) at El Cheapo that rented the subject truck on 6/1/13.

RESPONSE: El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents. Subject to and without waiving the foregoing and General Objections, El Cheapo states that the person that rented the subject U-Haul truck to Reginald Morton was Roy Rahal, the manager of El Cheapo.

Respectfully submitted,

GALLIVAN, WHITE, & BOYD, P.A.

BY: _____

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #7959)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

Columbia, South Carolina
February ___, 2014

amount(s) of liability coverage provided in each policy; as to specific: u-haul co. of s. c., inc.; and; as to specific: U-HAUL CORPORATION.

ANSWER: UHSC objects to this interrogatory on the grounds it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections and the General Objections, UHSC states that it is self-insured for general liability in an amount sufficient to satisfy any reasonable judgment in this matter.

3. Set forth the relationship in all manner and respect between U-HAUL CORPORATION and U-Haul Co., of S. C., Inc. and between EL CHEAPO PLUS #7.

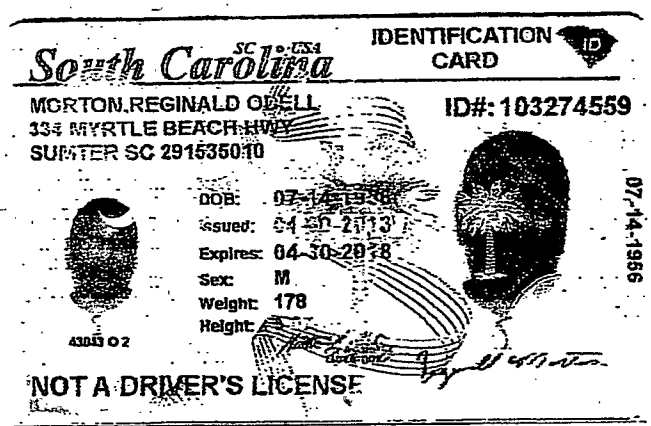
ANSWER: UHSC objects to this interrogatory on the grounds that it is vague as to the phrase "the relationship in all manner and respect". UHSC further objects to this interrogatory to the extent that it seeks sensitive or confidential business or proprietary information. Subject to and without waiving said objections and the General Objections, UHSC states that pursuant to a dealer agreement, Stop N Save Inc., d/b/a El Cheapo Plus #7 is an independent U-Haul dealer.

4. Set for in detail what communications and documentation that have gone back and forth between the parties just mentioned regarding the subject matter since 6/1/2013 to present; & same between same parties and Reginald Morton and Dana Goins.

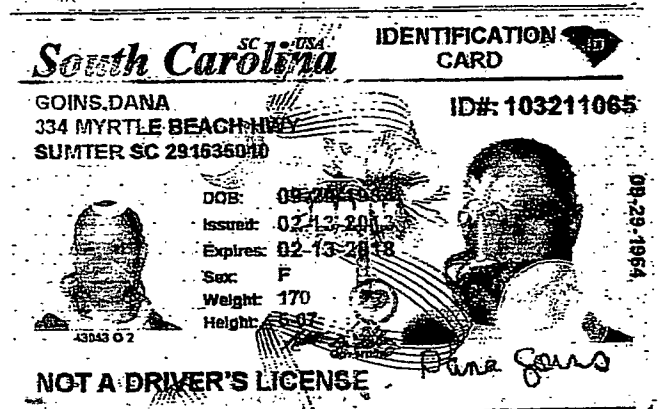
ANSWER: UHSC objects to this interrogatory on the grounds that it is unintelligible and vague as to the phrase "the parties just mentioned." UHSC further objects to this interrogatory on the basis that it seeks information protected from disclosure by the attorney-client privilege and the work product doctrine. Subject to and without waiving said objections and the General Objections, UHSC

EXHIBIT C

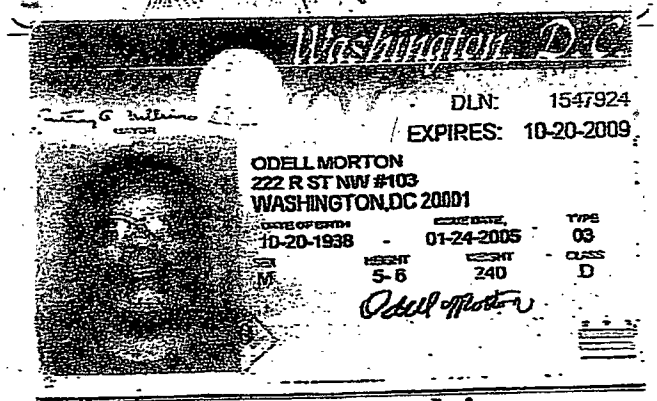
Reginald Morton,



Dana Goins, or



Odell Morton



None of them had a valid driver's license to rent nor to drive the subject u-haul truck on South Carolina highways, or else where, but they got together with the other defendants, & for a $300+ fee, got the truck anyway, which they then came with, after being evicted for non payment of the rent and drug dealing activities, & damages plaintiff's property (house) in the process of moving and then jumped bailed to, now we know, Maryland; where the bondsman, among others, were hunting Reginald Morton as to where had he disappeared--since 6/1/13.

ROA
p.36

STATE OF SOUTH CAROLINA)
) 2(.. :4361
COUNTY OF SUMTER) CIVIL CASE NUMBER
)
) IN THE MAGISTRATE'S COURT
)
) WRIT OF EJECTMENT

Charles Taylor
332 Myrtle Beach Hwy
Sumter, SC 29153
(803) 883-7005

PLAINTIFF(S)
Vs
Qdell Morton
334 Myrtle Beach Hwy
Sumter, SC 29153

DEFENDANT(S)

EXHIBIT D

TO THE SHERIFF/DEPUTY SHERIFF/CONSTABLE:

Upon Judgment of this Court, you are hereby Ordered to proceed to the premises located at **334 Myrtle Beach Hwy Sumter, SC 29153,** in accordance with S.C Code Sections 27-40-710, 27-40-735, and 27-37-160 as amended.

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

June 4, 2013

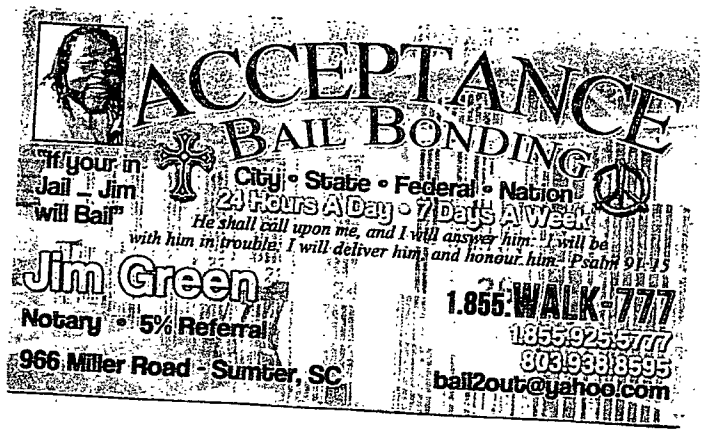
_____
Sumter Magistrate

In accordance with the SC Rules for Magistrate Court, _____, certify that:
☐I personally served a copy of this Writ on _____, an occupant of the rental unit.
☐On _____ 20____, at _____ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise. On _____ 20____, at _____ , which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
☐Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
☐The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
☐Informed by Plaintiff that case is settled.

Date: _____, 20____

_____
Sheriff/Deputy Sheriff/Constable

EXHIBIT E



The ones wanting to get their hands on Reginald Morton. He was bailed out of jail; got that u-haul truck w/no license; damaged plaintiff's house–property as stated; mad because they were being evicted;

SGT. TRIPP MAYS
CRIMINAL INVESTIGATOR

Sumter County Sheriff's Office
107 East Hampton Avenue
Sumter, South Carolina 29150

Office: (803) 436-2012
Cell: (803) 983-4776
tmays@sumtercountysc.org

Loaded their stuff & jumped bail from SC to Maryland

Morton wasn't to leave SC while out on bail for committing another crime

EXHIBIT F

Promissory Note

Contract No.: 98200861
Wednesday 6/5/2013 8:32 AM

U-Haul of Marlow Heights (818068)
3710 St Barnabus Rd SUITLAND, MD. 20746
(301)423-0055

Customer Name:	Cust Ph - Email:	Customer DL:	Customer DOB:
Reginald Morton 824 maury ave Fort Washington, MD 20749	803-565-5985 202-400-9326	m635652005810 MD 1014	Oct 20, 1938

Equipment	Serial Number	License Plate	License Plate State	Odometer In
ITM - 10' Truck	ITM 1891F	AE40765	AZ	27763.0

I, Reginald Morton, , ACKNOWLEDGE THAT I RENTED FROM THE El Chapo Plus # 7 ON 6/1/2013 8:31 AM, AND CONTRACT NUMBER 98200861. THE ADDITIONAL CHARGES FOR THIS RENTAL ARE $47.58. I AGREE THAT THE BALANCE DUE AMOUNT, WHICH INCLUDES A $30 LATE PAYMENT SERVICE FEE, IS ($77.58).

Rental Charges:	$47.58
Service Fee:	$30.00
Balance Due:	$77.58

I UNDERSTAND THAT U-HAUL EXPECTS PAYMENT FOR RENTALS IMMEDIATELY UPON RETURN OF EQUIPMENT, AND I AGREE THAT U-HAUL IS ENTITLED TO THIS BALANCE DUE.

IF PAYMENT NOT RECEIVED IN 7 DAYS, U-HAUL WILL IMMEDIATELY INITIATE COLLECTION PROCEDURES. COURT COSTS, ATTORNEY'S FEES AND ALL OTHER COSTS ASSOCIATED WITH COLLECTION AND/OR OBTAINING A JUDGMENT AGAINST YOU WILL BE ADDED TO THE BALANCE DUE. IF YOU WANT TO AVOID THESE ADDITIONAL COLLECTION CHARGES, PAY THE AMOUNT OF ($77.58) IMMEDIATELY TO THE ADDRESS LISTED BELOW.

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS NOTICE.

Make Payments:
Mail to U-Haul International
P.O. Box 52128
Phoenix, AZ 85072-2128
ATTN: Payment Processing
or
Call 1-800-826-9633
or
Visit local U-Haul Center

X_____
Customer Signature - (Reginald Morton)

X_____
U-Haul Signature - (Joseph Cusic)

Contract Remarks
-8103 : -SCHEDULED-. Phone Contact Attempt: Spoke To Customer 8103 : -NOT SCHEDULED-. Reminder Text Message Sent [Success]. Phone Contact Attempt: Spoke To Customer CONTACT CUST FOR SCHED BY PHONE AT 8035653985 Contact cust for sched by PHONE at 8035655985CALLED CUST LVM ABOUT LATE RETURN..... CUST CALLED BACK WILL RETURN TODAY..06/04/2013..

DEFENDANTS RENTED THEIR TRUCK TO LICENSE LESS REGINALD MORTOM
See: *prima facie proof above*

ROA
p.39

p.7



EXHIBIT G

PLAINTIFF

I LIVE IN THE STUDIO APARTMENT ON THE RIGHT; 332 myrtle bch hwy



EXHIBIT H



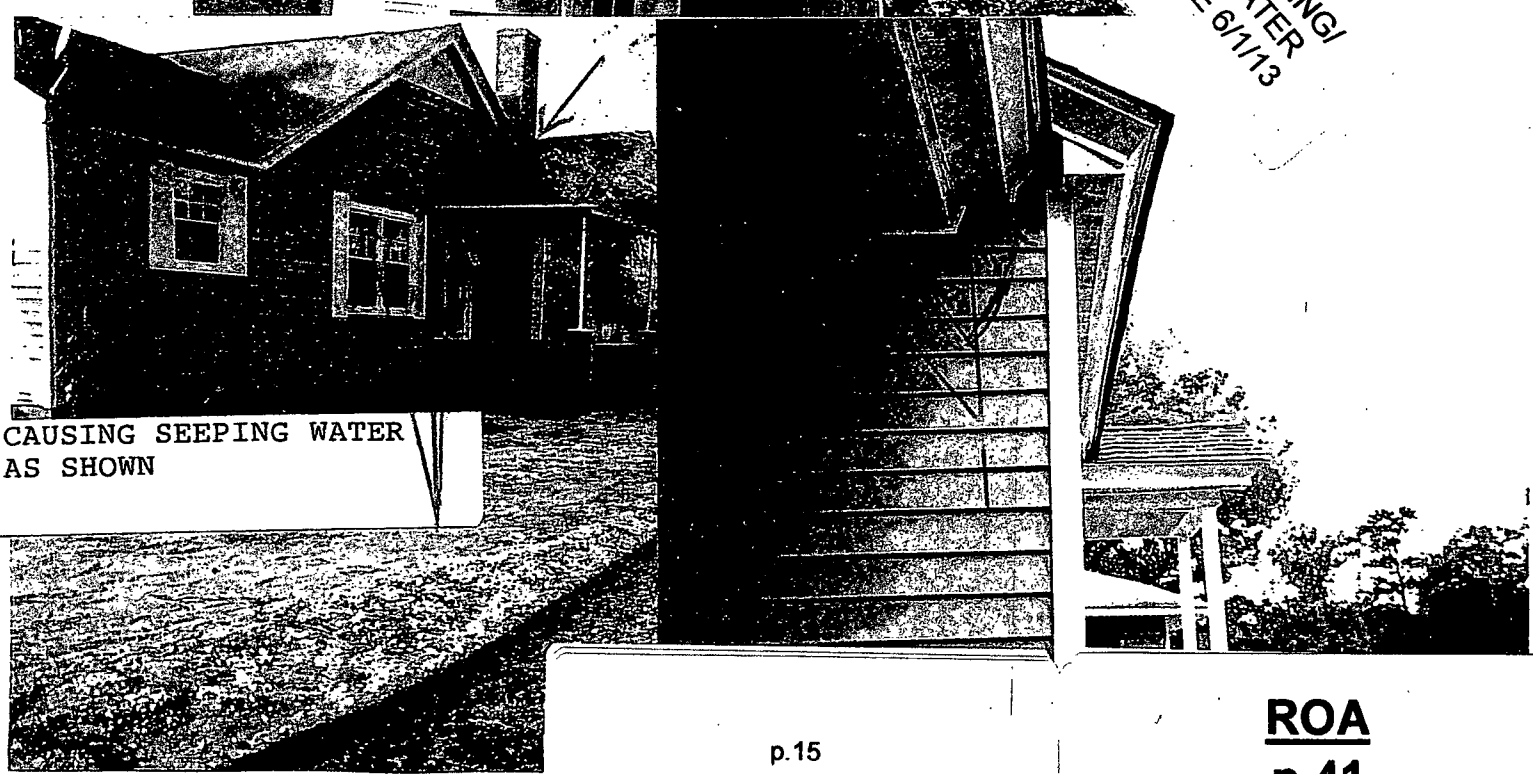
BACKED INTO STEPS-PORCH HERE ABOVE

CAUSING CARCK-SEPERATION AS SHOWN

ORIGINAL DAMAGES CAUSE BY DEFENDANTS ACTIONS AS STATED



SOME OF THE SEEPING/ LEAKING RAIN WATER DAMAGES SINCE 6/1/13



CAUSING SEEPING WATER AS SHOWN



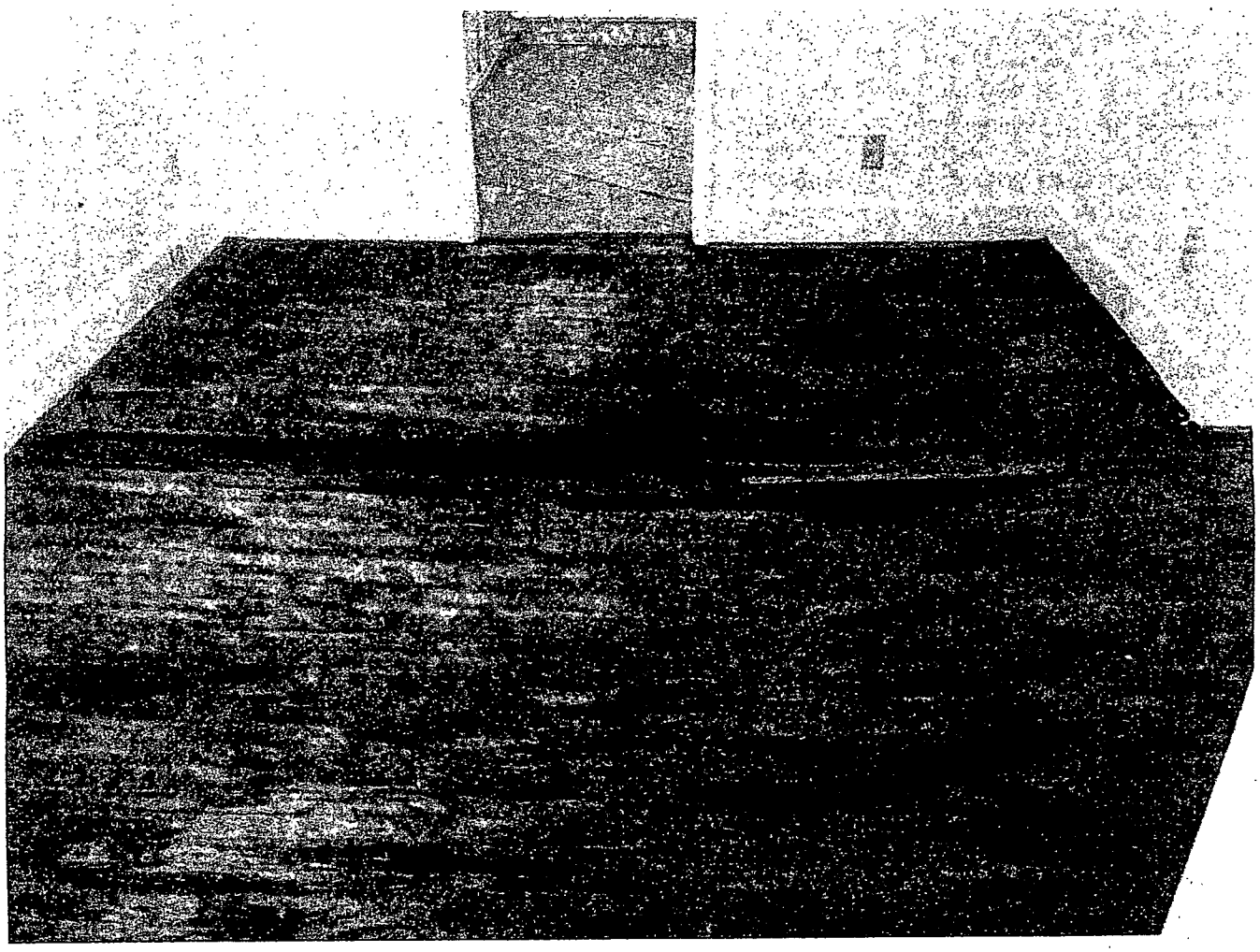
EXHIBIT i

SOME OF THE SEEPING/
LEAKING RAIN WATER
DAMAGES SINCE 6/1/13

CAUSING SEEPING WATER
DAMAGE TO HARDWOOD FLOORS
AS SHOWN ABOVE AND BELOW



EXHIBIT J



ROA
p.43

EXHIBIT K

PLAINTIFF'S AFFIDAVIT
Re: c/a no: 2013-cp-43-01808
Taylor v. El Cheapo & Rahal

Personally; appeared before me, having been duly sworn, Charles Taylor, deposes and says:

(1).That Reginald Morton never did returned and took care of (paid for) the initial damages he caused, when moving from 334 Myrtle Beach Highway, Sumter, S.C. 29153, with that U-haul Truck rented to him, with no valid driver's license, by Defendant Roy Rahal, the Manager of Defendant El Cheapo at 390 S. Guignard Drive-Sumter-SC. 29150, on 6-1-13, for a $300+fee.

FURTHER AFFAINT SAYS NOT.

Charles Taylor

SWORN TO BEFORE ME THIS

9 TH DAY OF JUNE 2014

Notary Public for South Carolina

MY COMMISSION EXPIRES

ON: February 7, 2018

(4).Defendant El Cheapo went ahead and rented such truck to such license-less person-s anyway at the behest of u-haul &/or on their own to gain the resulting rental fees regardless; furthermore;

(5).Defendant El Cheapo, in doing such as stated, not only was such gross--negligence, but it violated S.C. Law-requiring such persons to possess a valid drivers license to rent and operate such vehicles in and on the roads of this State; and that;

(6). But for the action of defendant El Cheapo; plaintiff damages (complaint p.4 para. 14) would not / could not have occurred; & that the actions of El Cheapo was willful, wanton, reckless and unmitigated & driven by greediness at the public's (plaintiff's here) expense and endangerment, including property damages; therefore;

(7).Plaintiff move to hold more responsible this specific defendant El Cheapo & demand prompt compensation from them to, per item a. on p.4 paragraph 14, in the main complaint, or the other items therein b-g will be demanded also-15 days hence; (excluding any paid by other defendants)

RESPECTFULLY SUBMITTED,

Charles Taylor, Plaintiff
332 Myrtle Beach Hwy
Sumter, S. C. 29153 (803) 883-7005

Sumter, South Carolina

December 2, 2013

ROA p.45

JAMES E. BROGDON, III
(803) 724-1801
JBROGDON@GWBLAWFIRM.COM



1201 Main Street, Suite 1200
Post Office Box 7368 (29202)
Columbia, South Carolina 29201
Telephone 803.779.1833
Facsimile 803.779.1767
www.GWBlawfirm.com

Gallivan, White & Boyd, P.A.
ATTORNEYS AT LAW

EXHIBIT M

February 27, 2014

Mr. Charles Taylor
332 Myrtle Beach Highway
Sumter, SC 29153

Re: Charles Taylor v. U-Haul Corporation, et al.
Civil Action No.: 2013-CP-43-1808
GWB File No.: 8566-1

Dear Mr. Taylor:

We are in receipt of your letter dated February 18, 2014, whereby you made a settlement demand of $100,000.00 to fully resolve all claims against our clients, U-Haul Co. South Carolina, Inc. and Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7. Please allow this letter to serve as our clients' formal rejection of that settlement demand as they are not responsible for the alleged damage to your house or any other damages you may be seeking in this lawsuit.

With kind regards, I am

Sincerely,

GALLIVAN, WHITE & BOYD, P.A.

James E. Brogdon, III

JEB/hah
Enclosure
Cc: Brian A. Comer
1330 Lady Street, Sixth Floor
Columbia, SC 29201

EXHIBIT N

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

!!?01000555*NOTAPP.X1.CTPMISC.PC1.R081110.PA1M 000100000

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

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.

Ex. n-2

Excelsior Medical Clinic PA

Summary of Today's Visit

Taylor , Charles Elliott DOB:10/08/1955
Account No 9242
08/05/2013 visit with Joseph C. Williams, MD

Reason for Visit

- Fell a couple of times
- Off balance/dizzy

Vitals

- Wt 132 lbs (lbs)
- Temp 98.2 (F)
- HR 66 (/min)
- BP 142/90 (mm Hg)
- RR 12 (/min)
- Ht 68.5 (in)
- SaO2 97% (%)
- BMI 19.78 (Index)

Allergies

- N.K.D.A.

Today's Diagnoses Include

- 401.1 Essential hypertension, benign
- 724.4 Thoracic or lumbosacral neuritis or radiculitis, unspecified
- 274.00 Gouty arthropathy, unspecified
- 530.81 Esophageal reflux
- 272.4 Other and unspecified hyperlipidemia
- 386.2 Vertigo of central origin

Medication List

- Continue Allopurinol : 300 MG 1 tablet Orally once a day (for: Essential hypertension, benign)
- Continue Triamterene-HCTZ : 37.5-25 MG 1 tablet in the morning Orally once a day (for: Essential hypertension, benign)
- Continue Pravastatin Sodium : 20 MG 1 tablet Orally Once a day at bedtime (for: Essential hypertension, benign)
- Continue Indomethacin : 50 MG 1 capsule with food Orally Three times a day as needed for pain (for: Essential hypertension, benign)
- Continue Nexium : 40 MG 1 capsule Orally once a day (for: Essential hypertension, benign)
- Continue Hydrocodone-Acetaminophen : 7.5-750 MG 1 tablet as needed Orally every 6 hrs (for: Essential hypertension, benign)

Other medications you are on

Patient Instructions:

Monday, August 12 @ 8:30 am at Tuomey Hospital

Fax # 774-5242

Ex. n-3

MRI OUTPATIENT ORDER REQUEST

Date: 08/06/13 Patient Name: Mr. Charles Taylor

DOB: 10/08/55 Age: 57 Sex: (M) F Weight: 132lbs

Reason for Exam: Persistent dizziness and falling spells

MRI Head

- ☑ Brain W & W/O
- ☐ IAC W & W/O
- ☐ Orbits W & W/O
- ☐ Pituitary W & W/O

☐ **MRA Circle of Willis** W/O

☐ **MRA Carotid arteries/Vertebral** W & W/O

MRI Spine (W & W/O If Spine Surgery)

- ☐ Cervical Spine W/O
- ☐ Thoracic Spine W/O
- ☐ Lumbar/ Sacral Spine W/O

MRI Neck

- ☐ Soft Tissue W & W/O

MRI Abdomen

- ☐ General W/O
- ☐ MRCP/Pancreas W/O
- ☐ Liver W & W/O
- ☐ Renal/Adrenal W & W/O

☐ **MRA Renal Arteries**

MRI Pelvis

- ☐ General W/O
- ☐ Prostate (endorectal) W/O

MRI Ankle W/O

- ☐ Left
- ☐ Right

MRI Hips W/O

- ☐ Left
- ☐ Right

MRI Shoulder

- ☐ Left
- ☐ Right
- ☐ With Saline Injection

MRI Elbow W/O

- ☐ Left
- ☐ Right

MRI Wrist W/O

- ☐ Left
- ☐ Right

MRI Hand W/O

- ☐ Left
- ☐ Right

MRI Knee W/O

- ☐ Left
- ☐ Right

MRI Foot W/O

- ☐ Left
- ☐ Right

Other: _____

ROA p.49

Bring this form with you to your appointment.
Without it, there could be a delay or cancellation of your e

Physician Signature: _____

31258 Rev. 03/31/05

Tuomey Healthcare System
MRI OUTPATIENT QUESTIONNAIRE

Date 08/06/13 Patient Name: Mr. Charles Taylor

Age: 57 Sex: (M) F Weight: 132 lbs Exam: MRI of brain

THE FOLLOWING ITEMS CAN INTERFERE OR BECOME HAZARDOUS TO YOUR SAFETY DURING YOUR MRI STUDY.	YES	NO
1. Implanted internal devices? (pacemaker, medication pumps, nerve stimulators, VP shunt)		✓
2. Implanted metal objects? (hip/knee replacements, pins, screws, clips, etc.)		✓
3. External devices? (hearing aids, insulin pump, ear implants, dentures, staples etc.)		✓
4. Are there any foreign metal objects in your body? (bullets, shrapnel, aneurysm clips, surgical clips, etc)		✓
5. Are you wearing any type of Transdermal Patches (Nicoderm, Birth Control, etc...)		✓
6. Have you ever had brain or neck surgery?		✓
7. Have you ever had heart or chest surgery? (heart valve replacement)		✓
8. Do you have any monitoring devices? (telemetry pack, holter monitor, etc.)		✓
9. Do you have any tattoos, body piercing?		✓
10. Are you claustrophobic?		✓
11. Do you have a history of cancer?		✓
12. Have you ever had spine or back surgery? Yes	✓	
13. Have you had any other type surgeries? If so, what: Foot Surgery	✓	
14. Have you had any medical procedures in the last 8 weeks? If so, what?		✓
15. FEMALES ONLY: Do you have an IUD in place? ____ Are you or do you think you may be pregnant? ____ Date of last menstrual period: ____		
16. MALES ONLY: Do you have a penile implant? No		

Patients must not take any metal objects (keys, pocket knife, hair pins, etc) into the scan room.

ALERT: Patients undergoing monitoring must have the monitoring devices removed before leaving the nursing unit. (telemetry packs, holter monitors, etc.)
Patients answering yes to Questions 1-8, 10, 13-16 should call the MRI department between 8am and 6pm at 778-8657 to be evaluated for their exam.

PATIENT SIGNATURE ____ SIGNATURE ____ DATE ____

Excelsior Medical Clinic PA
448 North Main Street
Sumter, SC-291504233
Tel: 803-778-2429 Fax: 803-773-6303

Ex. n-5

RECEIPT OF PAYMENT

Date: 08/05/2013

Received From: Taylor, Charles Elliott

Amount: 0.00 **Payment Type:** Cash **Payment Id:** 24590

Charges Detail

Date	Code Description	Units	Fee	Payment
08/05/2013	99214 Office Visit, Est Pt., Level 4	1.00	114.32	
08/05/2013	G8553 AT LEAST 1 RX TRANSMIT ERX SYS	1.00	0.00	
08/05/2013	Patient Payment			0.00
	Totals		**114.32**	**0.00**

Account Balance Summary

Total Balance:	112.95
Patient Balance:	82.52
Insurance Balance:	30.43

APPOINTMENT CARD

Patient Name: Taylor, Charles Elliott

Appointment: Thursday, August 8, 2013 at 8:30 AM

Provider: Joseph C Williams, MD
Excelsior Medical Clinic PA
448 North Main Street
Sumter, SC-291504233
Tel:803-778-2429 Fax:803-773-6303

Reason: lab

ROA
p.51

https://scexmcapp.eclinicalweb.com/mobiledoc/jsp/catalog/xml/getXmlRece

DO NOT SEND PAYMENTS OR CORRESPONDENCE TO THIIS ADDRESS
Sumter Radiological, P.A.
PO Box 1259 Dept #88683
Oaks. PA 19456

Billing Questions: TOLL FREE 1-800-843-1822
Fax: 866-429-6797
Office Hours: 9AM - 4PM Mon. - Fri.

To pay online go to: https://pay.instamed.com/sumterrad
Credit cards are accepted for payment

☐ MASTERCARD ☐
CARD NUMBER
SIGNATURE

Ex. n-6

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NO.
10-10-13	$13.69	SUMTER16520785

CHARGES AND CREDITS MADE AFTER STATEMENT DATE WILL APPEAR ON NEXT STATEMENT.

SHOW AMOUNT PAID HERE $

[redacted] MAKE CHECKS PAYABLE / REMIT TO: [redacted]

1228 -181

CHARLES E TAYLOR
PO BOX 3652
SUMTER SC 29151-3652

018212

043 16520785 101013 1369

...TT TAYLOR

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

STATEMENT

...TACH AND RETURN TOP PORTION WITH YOUR PAYMENT IN ENCLOSED ENVELOPE

Patient: CHARLES ELLIOTT TAYLOR **Referring Physician WILLIAMS JOSEPH**

Account No: SUMTER**16520785** **Services Were Provided at: TUOMEY REGIONAL HOSPITAL**

DATE	PROC CODE	DIAGNOSIS	UNITS	DESCRIPTION OF SERVICES	CHARGES	PAY/ ADJ	INSUR. PENDING	PATIENT BALANCE
08-12-13	**70551**	**478.19**	**1**	**Mri Brain W/O Contrast**	**240.00**			**13.69**
09-10-13				McAre/Mcare Hmo Pymt		-53.68		
09-10-13				McAre/Mcare Hmo Adj		-171.53		
09-10-13				McAre/Mcare Hmo Allowed Amt 68.47				
09-10-13				McAre/Mcare Hmo Co-Ins Amt 13.69				
09-10-13				Medicare Sequestration Adj		-1.10		
08-26-13				Submitted To Medicare				
09-10-13				Statement Mailed				

Se habla espanol 866-729-7008

Current	31-60 Days	61-90 Days	Over 90 Days
$0.00	$13.69	$0.00	$0.00

PAYMENT DUE: 10/24/13

PATIENT BALANCE DUE : $13.69

Please review your MEDICARE SUMMARY NOTICE. Our ... r the amount in PATIENT

SUMTER RADIOLOGICAL, P.A.
BILLING OFFICE
PO BOX 105
PEORIA, IL
800-843-182
Tax ID: 57-0

ROA
p.52

STATEMENT
ERSE SIDE FOR IMPORTANT BILLING INFOR

p.26

TUOMEY
HEALTHCARE SYSTEM
Bringing more to life.



Thank you for choosing
Tuomey Healthcare System!
www.tuomey.com

Account Information

Patient Name:
CHARLES ELLIOTT TAYLOR

Account Number:	A00016520785
Service Date:	08/12/13
Statement Date	11/16/13
Amount you owe:	108.89
Due Date:	12/16/13

Insurance Information:

Primary Insurance:
MEDICARE

Important Mess

We have received final deter
Your balance is now due. If
within 30 days, your accou
Business Office for payme
please contact your Patient

Ex. n-7

DM1

Account Activity Statement

DATE	DESCRIPTION	AMOUNT
	0611 MRI-BRAIN	532.00
08/12/13	PATIENT PAYMENT SELF PAY C	-12.00
09/05/13	MEDICARE ADJUSTMENT MCR ADJ APC:	-228.93
09/05/13	PAID MEDICARE OUTPATIENT MCR RCP	-182.18
	Billed charges to date:	532.00
	Receipts to date:	194.18
	Adjustments to date:	228.93
	Refunds to date:	0.00
	Total due:	108.89
	Estimated insurance due:	0

Please Pay This Amount by 12/16/13 $108.89

1

STATEMENT

Questions

For assistance, please call 803-774-8910 or visit our website **at www.tuomey.com** for information about our services and to pay your bill.



Tuomey's advanced electronic medical records system simplifies storage and retrieval of vital information.

Please detach and return Bottom Portion with your payment or pay online @ www.tuomey.com

TUOMEY
HEALTHCARE SYSTEM

Undeliverable Return Mail Only
c/o ACY Undeliverable Mail Processing
PO Box 29 Mooresville, NC 28115-0029

Select card you wish to use for payment	Card Number	Signature Code
VISA ☐ VISA	Signature	Expiration Date
☐ MC	Patient Name CHARLES ELLIOTT TAYL	
DISCOVER ☐ DISC	Account Number A00016520785 / Statement Date 11/16/13 / Due Date 12/16/13	
	Pay This Amount $108.89	Show Amount Paid Here $

☐ Please check box if address is incorrect or insurance information has changed. and indicate change(s) on back of this form.

Make checks payable

EY REGION
)X 602129
LOTTE, NC :

01-A 20131119 P138 S

CHARLES ELLIOTT TA
PO BOX 3652
SUMTER SC 29151-36

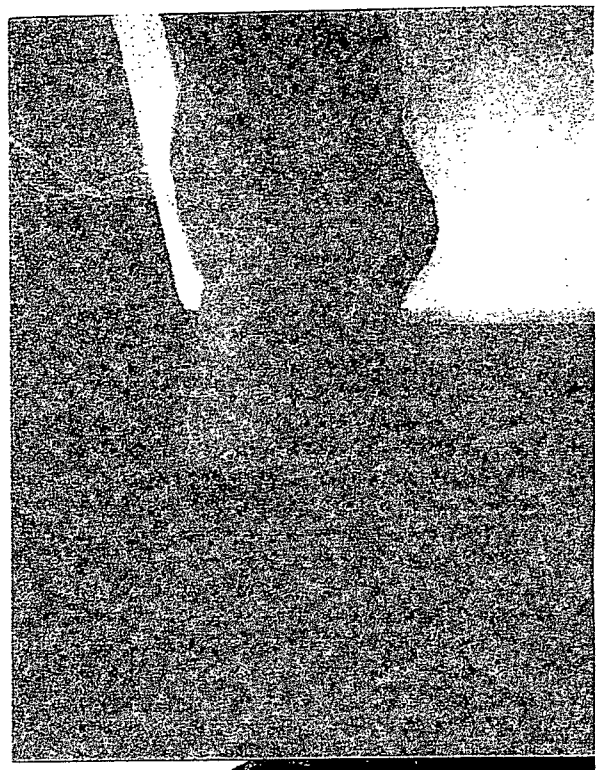
ROA
p.53

p.27

268

20785600

Ex. n-8



Re: THE ONES NOW NEEDING SURGERY TO CORRECT: *SEE:* ONLY 3 EXAMPLES BELOW:

1.Knee



2.Elbow

3.Hand-look closely at the one swelling knot on top of hand; shown the judge at the 6/2/14 hearing.

4.**These & all others will be shown to jury @ trial on the physical body re: the 2 causes of action in the *amended complaint;***

EXHIBIT O

SUBJECT

PLAINTIFF'S DAMAGED-REUINED HOUSE TOTAL INVESTED *RECEIPTS $150,000.00* APPROX. 1 REAM THICK; THUS WILL BE BROUGHT TO TRIAL ONLY;

Instead of Attaching Here.

ROA
p.55

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SUMTER)	3RD JUDICIAL CIRCUIT
)	
)	
Charles Taylor,)	Civil Action No.: 2013-CP-43-1808
)	
Plaintiff,)	
)	
v.)	**DEFENDANT ROY RAHAL'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S AMENDED COMPLAINT**
)	
(1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7; and)	
)	
)	
(2) Roy Rahal)	
)	

TO: CHARLES TAYLOR, *PRO SE* PLAINTIFF:

COMES NOW Defendant Roy Rahal ("Rahal") and hereby responds to the Amended Complaint filed by Plaintiff Charles Taylor, and states that Rahal denies each and every allegation contained in the Amended Complaint that is not expressly admitted herein, and further responds to the individually numbered allegations of Plaintiff's Amended Complaint, as follows:

FOR A FIRST DEFENSE

1. Rahal admits that El Cheapo is a South Carolina corporation and admits that El Cheapo's principal place of business is located at 390 S. Guignard St., South Carolina, 29150. Rahal denies the remaining allegations contained in Paragraph 1, if any.
2. Rahal admits that he is the manager of El Cheapo and that he was the manager of El Cheapo on or about June 1, 2013. Rahal denies the remaining allegations contained in Paragraph 2, if any.
3. Rahal admits that El Cheapo is an authorized independent U-Haul dealer and admits that, in his role as manager of El Cheapo, Rahal rents U-Haul equipment to El Cheapo customers. Rahal denies the remaining allegations contained in Paragraph 3, if any.

FOR A FIRST CAUSE OF ACTION
(gross negligence)

4. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint and therefore, the allegations are denied.

5. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's Complaint and therefore, the allegations are denied.

6. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint and therefore, the allegations are denied.

7. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint and therefore, the allegations are denied.

8. Rahal denies that he rented a U-Haul truck to Reginald Morton. Responding further, Rahal admits that, in his capacity as the manager of El Cheapo, he rented a U-Haul truck to Odell Morton, the father of Reginald Morton, on or about June 1, 2013. Rahal denies the remaining allegations contained in Paragraph 8.

9. Rahal denies that Odell Morton did not have a valid driver's license at the time of the subject rental. Rahal is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 9 of Plaintiff's Complaint and therefore, the allegations are denied.

10. Rahal states that S.C. Code Ann. § 56-1-440 speaks for itself and denies any portion of Paragraph 10 that is inconsistent with that Code section. Responding further, Rahal states that

Paragraph 10 calls for a legal conclusion and no response is required. To the extent a response is required, Rahal denies the allegations in Paragraph 10.

11. Rahal denies the allegations contained in Paragraph 11.

12. Rahal denies that he rented a U-Haul truck to Reginald Morton and denies that he was grossly negligent in renting the subject U-Haul truck to Odell Morton. Rahal is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 12 of Plaintiff's Complaint and therefore, the allegations are denied.

13. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint and therefore, the allegations are denied.

14. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint and therefore, the allegations are denied.

15. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint and therefore, the allegations are denied.

16. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of Plaintiff's Complaint and therefore, the allegations are denied.

17. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiff's Complaint and therefore, the allegations are denied.

18. Rahal denies that he was grossly negligent in renting the subject U-Haul truck to Odell Morton and further denies that he was grossly negligent in renting the subject U-Haul truck to Odell Morton. Rahal is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 18 of Plaintiff's Complaint and therefore, the allegations are denied.

19. Rahal admits that he did not pay any compensation to Plaintiff and further states that he does not owe Plaintiff any compensation or relief. Rahal is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 19 of Plaintiff's Complaint and therefore, the allegations are denied.

20. Rahal denies that he is in any way liable or responsible for the alleged damages sustained to Plaintiff's property. Rahal is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 20 of Plaintiff's Complaint and therefore, the allegations are denied.

FOR A SECOND CAUSE OF ACTION

(Intentional infliction of emotional & physical distress on disabled plaintiff)

21. Rahal denies the allegations contained in Paragraph 21.

22. Rahal denies the allegations contained in Paragraph 22.

23. Rahal denies the allegations contained in Paragraph 23.

24. Rahal denies the allegations contained in Paragraph 24.

25. Rahal denies the allegations contained in Paragraph 25.

26. Rahal denies the allegations contained in Paragraph 26.

27. Rahal denies the allegations contained in Paragraph 27.

ROA
p.59

28. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of Plaintiff's Complaint and therefore, the allegations are denied.

29. Rahal denies the allegations contained in Paragraph 29.

30. Rahal denies the allegations contained in Paragraph 30.

31. Rahal denies the allegations contained in Paragraph 31.

32. The allegations contained in Paragraph 32 of Plaintiff's Complaint call for a legal conclusion and therefore no response is required. To the extent a response is required, Rahal denies the allegations contained in Paragraph 32.

33. Rahal denies the allegations contained in Paragraph 33.

34. Rahal denies the allegations contained in Paragraph 34.

35. Rahal denies the allegations contained in Paragraph 35.

36. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of Plaintiff's Complaint and therefore, the allegations are denied.

37. Rahal denies the allegations contained in Paragraph 37.

38. Rahal denies the allegations contained in Paragraph 38.

39. Rahal denies the allegations contained in Paragraph 39.

40. Rahal denies the allegations contained in Paragraph 40 and denies that Plaintiff is entitled to any relief from Rahal.

FOR A SECOND DEFENSE

Plaintiff's Complaint, in whole or in part, fails to state a claim upon which relief can be granted and is therefore subject to dismissal as a matter of law.

FOR A THIRD DEFENSE

Rahal did not breach any duty owed to Plaintiff, and therefore, Plaintiff is barred from any recovery against Rahal.

FOR A FOURTH DEFENSE

No acts or omissions on the part of the Rahal proximately caused any injuries or damages to Plaintiff.

FOR A FIFTH DEFENSE

Plaintiff's claims are barred, in whole or in part, on the grounds that his alleged injuries and damages were proximately caused by acts or omissions of persons over whom Rahal exercised no control and for whose conduct he bears no responsibility.

FOR A SIXTH DEFENSE

Plaintiff's claims are barred, in whole or in part, on the grounds that his alleged injuries and damages were the result of an intervening and/or superseding cause.

FOR A SEVENTH DEFENSE

To the extent that Plaintiff proves that he suffered any injuries, damages, or losses, and any such injuries, damages, or losses were proximately caused by persons other than, including non-parties, any verdict in favor of Plaintiff should be apportioned among all such persons whose acts or omissions are determined to have been a proximate cause of Plaintiff's provable injuries, damages, or losses.

FOR AN EIGHTH DEFENSE

Rahal alleges that Plaintiff has failed to mitigate his damages, if any.

ROA
p.61

FOR A NINTH DEFENSE

To the extent that Plaintiff is seeking punitive damages, Plaintiff has not pled the claim for punitive damages with the requisite particularity.

FOR A TENTH DEFENSE

Plaintiff is not entitled to an award of punitive damages because such damages violate the Fifth and Fourth Amendments to the United States Constitution and Article I, Section 3 of the South Carolina Constitution, in that:

a. the judiciary's ability to correct a punitive-damages award at the appellate level only upon a finding of passion, prejudice, or caprice is inconsistent with due process guarantees;

b. any award of punitive damages serving a compensatory function is inconsistent with due process guarantees;

c. to the extent an award of punitive damages is excessive, such award violates due process guarantees;

d. an award of punitive damages based solely on vicarious liability violates due process;

e. the jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of meaningful standards and is inconsistent with due process guarantees;

f. even if it could be argued that a standard governing imposition of punitive damages exists, the standard is void for vagueness; and

g. Plaintiff's claim for punitive damages violates the Due Process Clause and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that the amount of punitive damages is based upon the wealth and status of U-Haul Co. of South Carolina, Inc.

FOR AN ELEVENTH DEFENSE

With respect to Plaintiff's claim for punitive damages, Rahal incorporates by reference any and all standards or limitations regarding the determination of and/or enforceability of

punitive damages awards set forth in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001), *and State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and their progeny.

FOR A TWELFTH DEFENSE

Rahal is still investigating the allegations in this case and hereby reserves the right to amend his Answer and hereby gives notice that it intends to rely upon such other defenses as may become available or appear during discovery proceedings in this case.

WHEREFORE, Rahal denies that Plaintiff is entitled to any relief from Rahal respectfully requests the following relief:

(a) dismissal of Plaintiff's Complaint with prejudice;

(b) costs expended;

(c) trial by jury on all issues so triable; and

(d) any and all other relief to which Rahal may reasonably be entitled.

GALLIVAN WHITE & BOYD, P.A.

By: _____

Gray T. Culbreath
James. E. Brogdon, III
1201 Main Street, Suite 1200
Post Office Box 7368(29202)
Columbia, South Carolina 29201
(803) 779-1833
(803) 779-1767 (f)

ATTORNEYS FOR DEFENDANT ROY RAHAL

Columbia, South Carolina
July 14, 2014

ROA
p.63

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SUMTER)	3RD JUDICIAL CIRCUIT
)	
)	
Charles Taylor,)	Civil Action No.: 2013-CP-43-1808
)	
Plaintiff,)	
)	
v.)	**DEFENDANT EL CHEAPO PLUS # 7'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S AMENDED COMPLAINT**
)	
(1) Stop 'N' Save, Inc.,)	
d/b/a El Cheapo Plus #7; and)	
)	
)	
(2) Roy Rahal)	
)	

TO: CHARLES TAYLOR, *PRO SE* PLAINTIFF:

COMES NOW Defendant Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo") and hereby responds to the Amended Complaint filed by Plaintiff Charles Taylor, and states that El Cheapo denies each and every allegation contained in the Amended Complaint that is not expressly admitted herein, and further responds to the individually numbered allegations of Plaintiff's Amended Complaint, as follows:

FOR A FIRST DEFENSE

1. El Cheapo admits that it is a South Carolina corporation and admits that its principal place of business is located at 390 S. Guignard St., South Carolina, 29150. El Cheapo denies the remaining allegations contained in Paragraph 1, if any.
2. El Cheapo admits that Roy Rahal is the manager of El Cheapo and that he was the manager of El Cheapo on or about June 1, 2013. El Cheapo denies the remaining allegations contained in Paragraph 2, if any.

ROA
p.64

3. El Cheapo admits that it is an authorized independent U-Haul dealer and that, in this role and as part of its business, it rents U-Haul equipment to customers. El Cheapo denies the remaining allegations contained in Paragraph 3, if any.

FOR A FIRST CAUSE OF ACTION
(gross negligence)

4. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint and therefore, the allegations are denied.
5. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's Complaint and therefore, the allegations are denied.
6. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint and therefore, the allegations are denied.
7. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint and therefore, the allegations are denied.
8. El Cheapo denies that it rented a U-Haul truck to Reginald Morton. Responding further, El Cheapo admits that it rented a U-Haul truck to Odell Morton, the father of Reginald Morton, on or about June 1, 2013. El Cheapo denies the remaining allegations contained in Paragraph 8.
9. El Cheapo denies that Odell Morton did not have a valid driver's license at the time of the subject rental. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 9 of Plaintiff's Complaint and therefore, the allegations are denied.

10. El Cheapo states that S.C. Code Ann. § 56-1-440 speaks for itself and denies any portion of Paragraph 10 that is inconsistent with that Code section. Responding further, El Cheapo states that Paragraph 10 calls for a legal conclusion and therefore no response is required. To the extent a response is required, El Cheapo denies the allegations of Paragraph 10.

11. El Cheapo denies the allegations contained in Paragraph 11.

12. El Cheapo denies that it rented a U-Haul truck to Reginald Morton and denies that it was grossly negligent in renting the subject U-Haul truck to Odell Morton. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 12 of Plaintiff's Complaint and therefore, the allegations are denied.

13. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint and therefore, the allegations are denied.

14. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint and therefore, the allegations are denied.

15. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint and therefore, the allegations are denied.

16. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of Plaintiff's Complaint and therefore, the allegations are denied.

17. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiff's Complaint and therefore, the allegations are denied.

18. El Cheapo denies that it rented a U-Haul truck to Reginald Morton and denies that it was grossly negligent in renting the subject U-Haul truck to Odell Morton. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 18 of Plaintiff's Complaint and therefore, the allegations are denied.

19. El Cheapo admits that it did not pay any compensation to Plaintiff and further states that El Cheapo does not owe any compensation or relief to Plaintiff. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 19 of Plaintiff's Complaint and therefore, the allegations are denied.

20. El Cheapo denies that it is in any way liable or responsible for the alleged water damages to Plaintiff's property. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 20 of Plaintiff's Complaint and therefore, the allegations are denied.

FOR A SECOND CAUSE OF ACTION
(Intentional infliction of severe emotional & physical distress on disabled plaintiff)

21. El Cheapo denies the allegations contained in Paragraph 21.

22. El Cheapo denies the allegations contained in Paragraph 22.

23. El Cheapo denies the allegations contained in Paragraph 23.

24. El Cheapo denies the allegations contained in Paragraph 24.

25. El Cheapo denies the allegations contained in Paragraph 25.

26. El Cheapo denies the allegations contained in Paragraph 26.

27. El Cheapo denies the allegations contained in Paragraph 27.

28. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of Plaintiff's Complaint and therefore, the allegations are denied.

29. El Cheapo denies the allegations contained in Paragraph 29.

30. El Cheapo denies the allegations contained in Paragraph 30.

31. El Cheapo denies the allegations contained in Paragraph 31.

32. El Cheapo states that Paragraph 32 calls for a legal conclusion and therefore no response is required. To the extent a response is required, El Cheapo denies the allegations of Paragraph 32.

33. El Cheapo denies the allegations contained in Paragraph 33.

34. El Cheapo denies the allegations contained in Paragraph 34.

35. El Cheapo denies the allegations contained in Paragraph 35.

36. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of Plaintiff's Complaint and therefore, the allegations are denied.

37. El Cheapo denies the allegations contained in Paragraph 37.

38. El Cheapo denies the allegations contained in Paragraph 38.

39. El Cheapo denies the allegations contained in Paragraph 39.

40. El Cheapo denies the allegations contained in Paragraph 40 and denies that Plaintiff is entitled to any relief from El Cheapo.

FOR A SECOND DEFENSE

Plaintiff's Complaint, in whole or in part, fails to state a claim upon which relief can be granted and is therefore subject to dismissal as a matter of law.

FOR A THIRD DEFENSE

El Cheapo did not breach any duty owed to Plaintiff, and therefore, Plaintiff is barred from any recovery against El Cheapo.

FOR A FOURTH DEFENSE

No acts or omissions on the part of the El Cheapo proximately caused any injuries or damages to Plaintiff.

FOR A FIFTH DEFENSE

Plaintiff's claims are barred, in whole or in part, on the grounds that his alleged injuries and damages were proximately caused by acts or omissions of persons over whom El Cheapo exercised no control and for whose conduct it bears no responsibility.

FOR A SIXTH DEFENSE

Plaintiff's claims are barred, in whole or in part, on the grounds that his alleged injuries and damages were the result of an intervening and/or superseding cause.

FOR A SEVENTH DEFENSE

To the extent that Plaintiff proves that he suffered any injuries, damages, or losses, and any such injuries, damages, or losses were proximately caused by persons other than El Cheapo, including non-parties, any verdict in favor of Plaintiff should be apportioned among all such persons whose acts or omissions are determined to have been a proximate cause of Plaintiff's provable injuries, damages, or losses.

FOR AN EIGHTH DEFENSE

El Cheapo alleges that Plaintiff has failed to mitigate his damages, if any.

FOR A NINTH DEFENSE

To the extent that Plaintiff is seeking punitive damages, Plaintiff has not pled the claim for punitive damages with the requisite particularity.

FOR A TENTH DEFENSE

Plaintiff is not entitled to an award of punitive damages because such damages violate the Fifth and Fourth Amendments to the United States Constitution and Article I, Section 3 of the South Carolina Constitution, in that:

a. the judiciary's ability to correct a punitive-damages award at the appellate level only upon a finding of passion, prejudice, or caprice is inconsistent with due process guarantees;

b. any award of punitive damages serving a compensatory function is inconsistent with due process guarantees;

c. to the extent an award of punitive damages is excessive, such award violates due process guarantees;

d. an award of punitive damages based solely on vicarious liability violates due process;

e. the jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of meaningful standards and is inconsistent with due process guarantees;

f. even if it could be argued that a standard governing imposition of punitive damages exists, the standard is void for vagueness; and

g. Plaintiff's claim for punitive damages violates the Due Process Clause and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that the amount of punitive damages is based upon the wealth and status of U-Haul Co. of South Carolina, Inc.

FOR AN ELEVENTH DEFENSE

With respect to Plaintiff's claim for punitive damages, El Cheapo incorporates by reference any and all standards or limitations regarding the determination of and/or

enforceability of punitive damages awards set forth in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001), *and State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and their progeny.

FOR A TWELFTH DEFENSE

El Cheapo is still investigating the allegations in this case and hereby reserves the right to amend its Answer and hereby gives notice that it intends to rely upon such other defenses as may become available or appear during discovery proceedings in this case.

WHEREFORE, El Cheapo denies that Plaintiff is entitled to any relief from El Cheapo respectfully requests the following relief:

(a) dismissal of Plaintiff's Complaint with prejudice;

(b) costs expended;

(c) trial by jury on all issues so triable; and

(d) any and all other relief to which El Cheapo may reasonably be entitled.

GALLIVAN WHITE & BOYD, P.A.

By: _____

Gray T. Culbreath
James. E. Brogdon, III
1201 Main Street, Suite 1200
Post Office Box 7368(29202)
Columbia, South Carolina 29201
(803) 779-1833
(803) 779-1767 (f)

ATTORNEYS FOR DEFENDANT EL CHEAPO

Columbia, South Carolina
July 14, 2014

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

RECORDED
2013 OCT -9 AM 10:21
JAMES D. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT

C/A Case No: 2013-CP-43-1808

CHARLES TAYLOR)

PLAINTIFF,)

VS.)

(1).U-HAUL CORPORATION
u-haul co. of s. c., inc.;

(2).Specific u-haul Dealer herein
Sumter SC identity yet unknown;

(3).u-haul driver/Reginald Morton;
(4).u-haul truck driver/Dana Goins;

DEFENDANTS.)

COMPLAINT of NEGLIGENCE

DAMAGES TO REAL PROPERTY
(HOUSE)
w/ u-haul moving truck & defendants
wrongful refusal to pay compensation

Jury Trial Demanded

Upon Information and Belief;

(1). Defendants #1 (Hereinafter "U-Haul" Corporation) is an Arizona Corporation doing business in and under the laws of this State in the form of u-haul truck renting via a South Carolina Corporation--u-haul co. of s. c., inc. and via local dealerships;

(2). Defendant #2 (hereinafter "U-Haul Local Dealer") is a Sumter, S. C. business, serving as a local dealer for U-Haul Truck Renting;

(3). Defendant #3 & #4 (Hereinafter "U-Haul Truck Drivers" &/or "The House Renters or Movers") were house renters from plaintiff and Sumter County--Sumter, S. C. residents;

(4). Plaintiff, (Hereinafter "Taylor &/or Plaintiff"), is a disable (spinal injury) citizen and long time resident of Sumter County, S. C.; presently owning Rental Property therein @ 334 Myrtle Beach Highway, Sumter, S. C. 29153 & residing himself next door beside same @ 332 Myrtle Beach Highway, Sumter, S.C. 29153;

FOR A FIRST CAUSE OF ACTION
Negligence

(5). That succinctly stated and plaintiff will show; That on or about 5-1-12, plaintiff rented the house @ 334 to a Reginald Morton and Dana Goins; (while waiting for the real estate market to improve to put same house back on the market--the reason which it was purchased & completely renovated in the first place--(listed 1st at $150,000.00 and later reduced to $130,000.00 to sell);

(6). That on 6/1/2013 the subject house renters was to move out; on which day they came with a U-Haul moving truck # Tm 1891 f and Tag # Arizona AE-40765---gotten and driving without a valid South Carolina Drivers License by neither---which truck came from the other defendant(s) herein i.e. U-Haul Local Dealer----U-Haul Co. of S. C., inc.----U-Haul Corporation;

(7). That in their moving, plaintiff happened to be watching thru his home side window, saw defendant Reginald Morton backed their U-Haul Truck into the porch end of the rental house and when confronted; he said by mistake--something to the effect--foot to gas instead of brake; causing the porch to slightly crack-move-separate just enough from the house to cause water to seep and leak into the house when it rains, damaging everything that water does---repeatingly;

(8). That the movers promised to come back and take care of the initial damages and when that never happened, plaintiff reported the subject damages to U-Haul Corporation on 6/21/2013 with, **(exhibit A attached)**, among others, to show the details and seriousness of the matter relating to further water damages when it rains;

(9).That in the 1st paragraph of **(exhibit B attached)** was u-haul's response; & when such didn't happen, that letter-*notice* (exhibit B attach) was sent 9/28/13 to inform u-haul corporation again, in an attempt to avoid the emotional & physical stress to *disable* plaintiff of litigating the matter;

(10). That it was negligence on the part of the defendant(s) herein, leading to and causing all plaintiff losses as detailed in paragraph 14 on page 4 herein;

FOR A SECOND CAUSED OF ACTION
wrongful refusal to pay compensation
#5-10 above are reset forth hereunder verbatim

(11). That the defendants / U-Haul Corporation then..*wrongfully*..refused to properly & timely pay compensation to plaintiff for the damages to his property they...*negligently*...caused and;

(12). That such then led to the continuous water--when it rain—ultimately damaging the house foundation structure itself; **costing plaintiff much more as detailed in (exhibit B attached);**

(13). That such was repeatedly warned, (exhibit A & B attached), would be the case but to no avail--re: the continuous *wrongful* refusal to compensate--with which to stop the rain damages;

(14). That accordingly, plaintiff bring this action to force just, fair and timely compensation via a Court Order from the subject defendant(s) in the amounts of;

a. $ 150,000.00 Actual property losses-(Detail in 1st pg 9-28-13 letter /exhibit B attach);
b. $10,000,000.00 Emotional and physical stress damages-(Plaintiff is disable);
c. $15,000,000.00 Punitive damages for wrongful refusal to compensate
d. $ 150.00 Filing fees plus other costs
e. $ Legal fees
f. $ Other-misc.
g. $ Total sought-demanded from defendant(s) in this action &;

(15). That plaintiff prays that this Court so Orders such from defendant(s) to plaintiff plus any & all other lawful, just and fair recoverable additional damages S. C. law provides for and the court may feel appropriate and due plaintiff under the particulars of this case which additions may not have been enumerated or enumerated fully in paragraph 14 above, or in higher enough amounts.

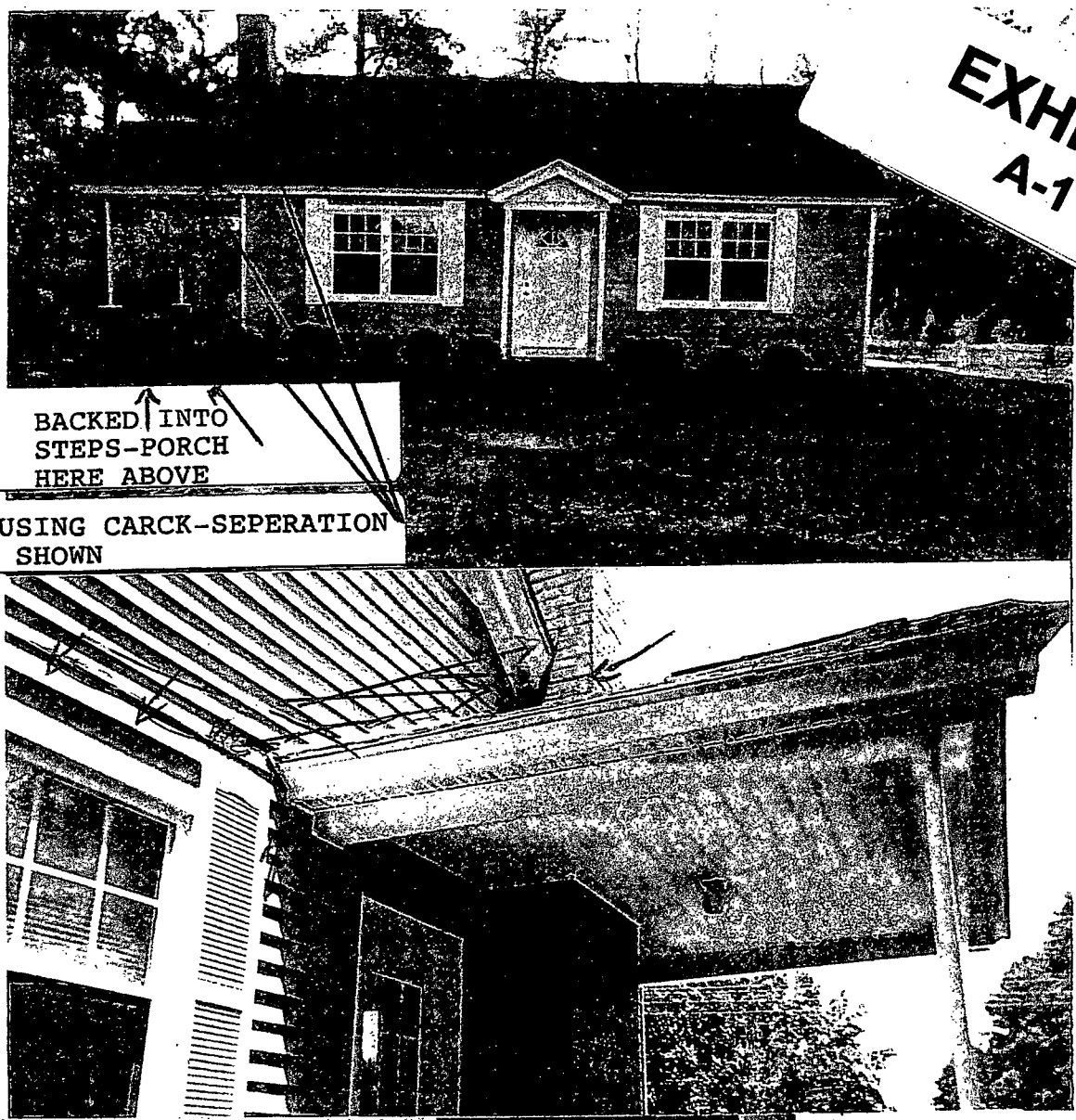
SUBMITTED,

Charles Taylor, Plaintiff
332 Myrtle Beach Hwy
Sumter, S. C. 29153 (803) 883-7005

Sumter, South Carolina

October 9, 2013

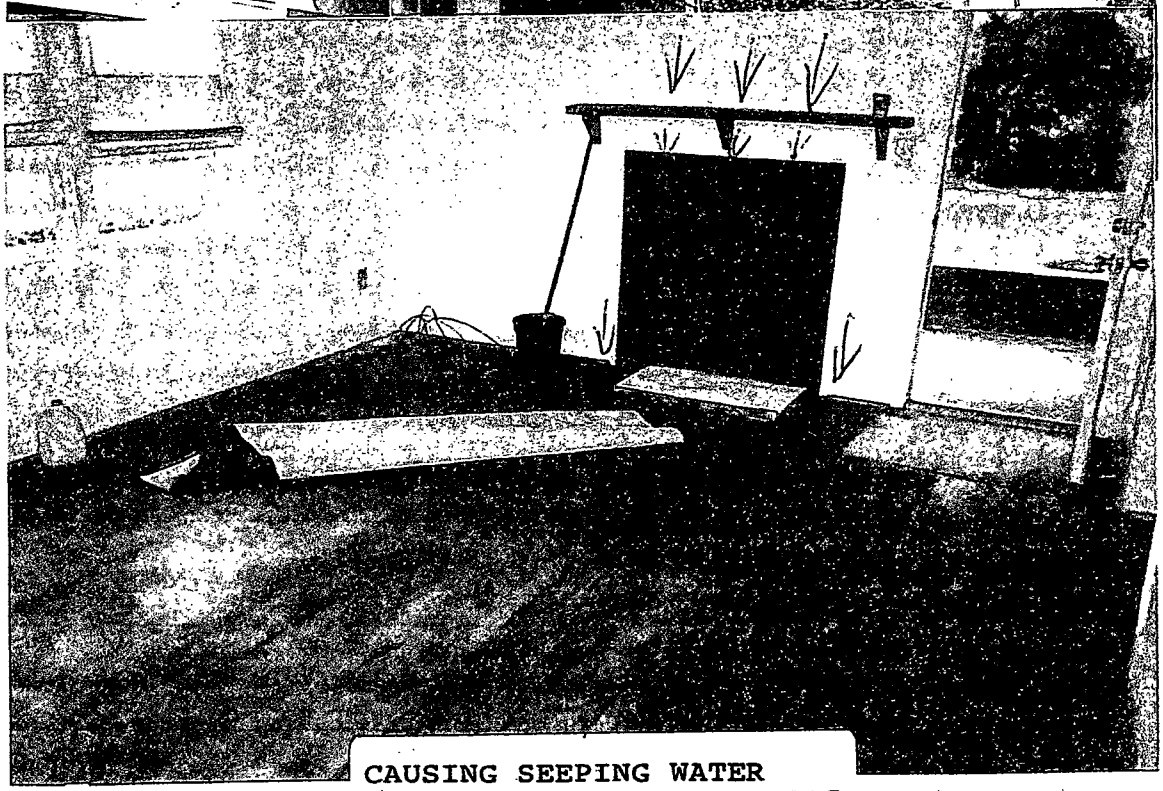
EXHIBIT
A-1


BACKED INTO
STEPS-PORCH
HERE ABOVE
CAUSING CARCK-SEPERATION
AS SHOWN


CAUSING SEEPING WATER
AS SHOWN



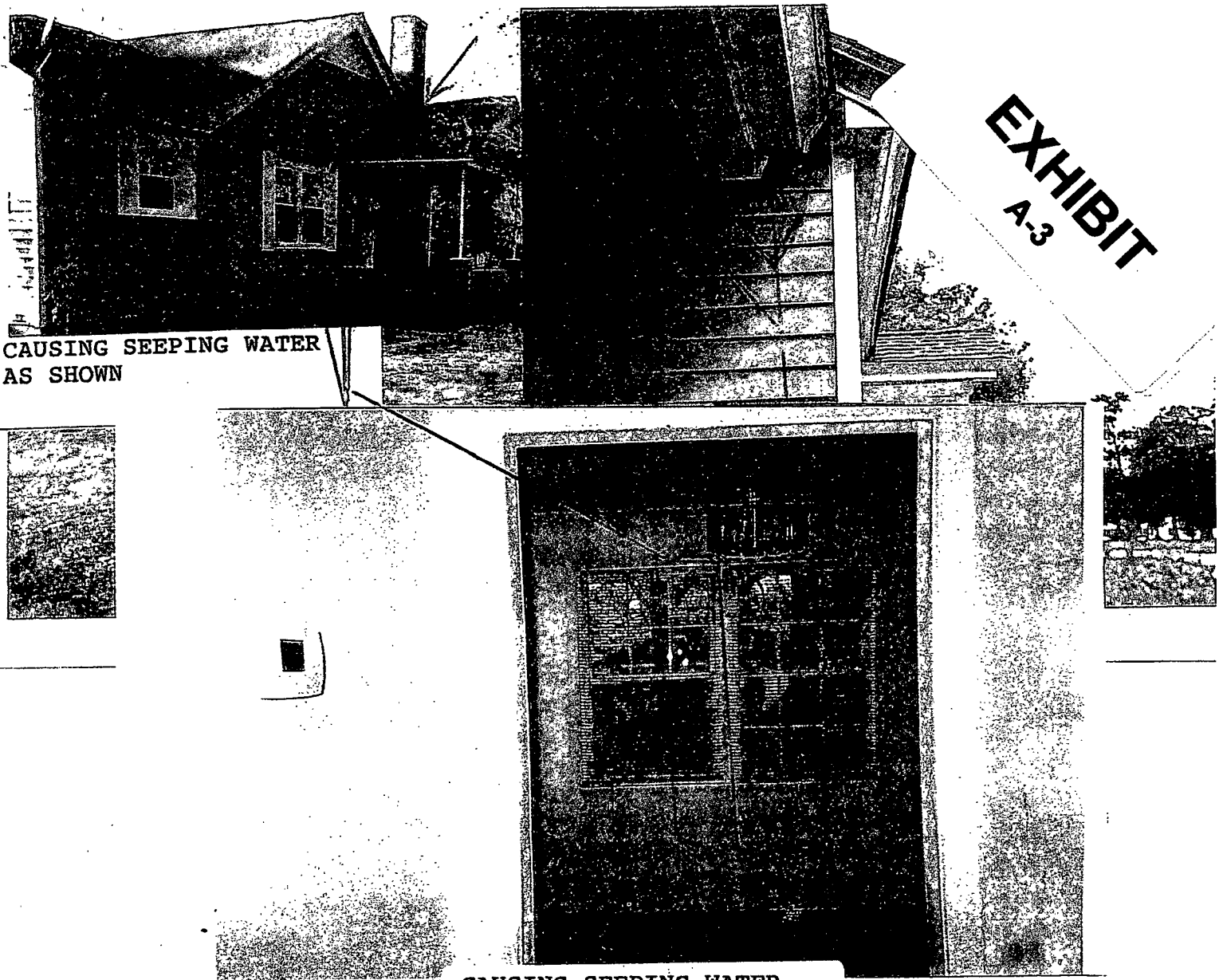
EXHIBIT
A-2



CAUSING SEEPING WATER
DAMAGE TO HARDWOOD FLOORS
AS SHOWN ABOVE AND BELOW

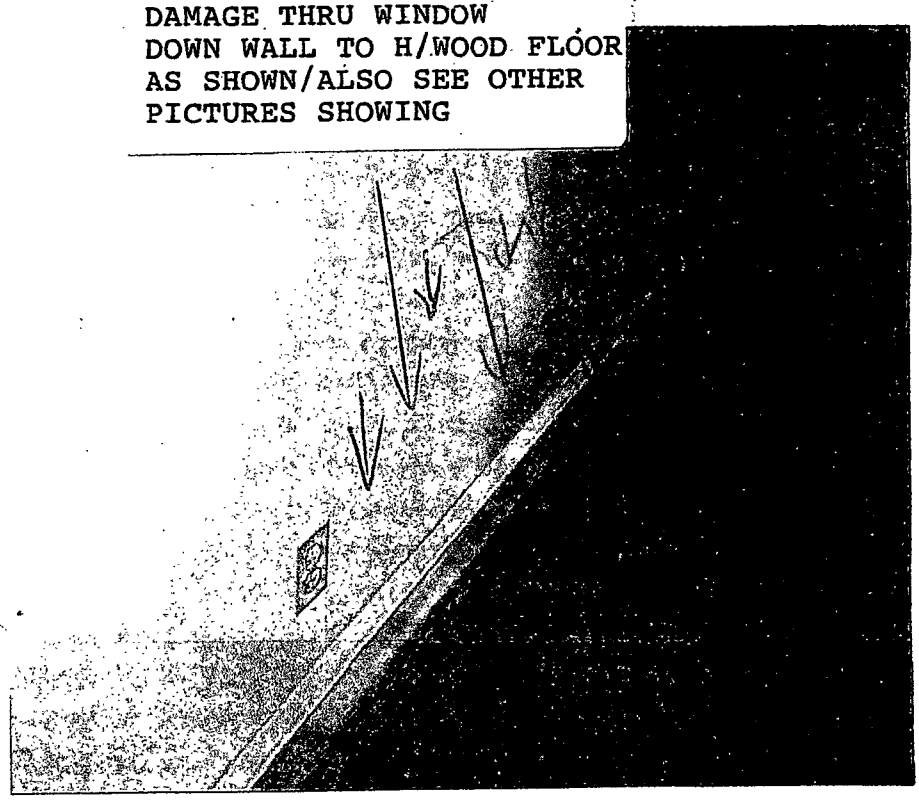


EXHIBIT
A-3



CAUSING SEEPING WATER
AS SHOWN

CAUSING SEEPING WATER
DAMAGE THRU WINDOW
DOWN WALL TO H/WOOD FLOOR
AS SHOWN/ALSO SEE OTHER
PICTURES SHOWING



September 28, 2013

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

U-HAUL CORPORATION
2727 N. CENTRAL AVE
PHOENIX, AZ. 85004

CHARLES TAYLOR
332 MYRTLE BCH HWY
SUMTER, S. C. 29153

EXHIBIT
B-1

RE: Claim No: 00475309-2013

Dear U-Haul:

Originally 6/21/13, I reported the property damages—ref the above claim number—to you; which you then directed that such would be taken care of by a Mr. Spenser Sussman @ 800-528-3066 ex.664366. This letter is to inform you that, to date, he has not done so; despite my pleading-begging-demanding from then to now; including w/the attachments;

Since it was your truck-driver that did the original damage--backing into the house—causing the seeping-leaking water damages thereafter, (est. repairs attached $45,167.65 as of September 3, 2013 + ongoing water damages since), not including the added loss value since I have up to $150,000.00 total invested in that house and now can't sell it at any price because of the subject water damages which will cause the subject property to never sell. Therefore I am now demanding the above directly from you by copy of this: **DEMAND LETTER--which you have 10 days to comply for a full and final release against all parties to be sued hereafter or this demand will be considered refused &;**

If so, I will **1st** file suit against you, your truck driver & specific dealer, for a judgment for the above plus cost and legal fees and any and all other lawful damages allowed under South Carolina law to include emotional and punitive damages due to the refusal to rightfully and timely pay as & when demanded for the damages your truck-driver caused.

Note: That I intend no further communicate with Mr. Sussman until the court have rendered a sufficient judgment in my favor in the above 1st suit, to warrant such further communications with him thereafter. **[Again, you have ten (10) days as stated above; so you can't claim later in litigation to the contrary——than in this correspondence.]**

SINCERELY,

CHARLES TAYLOR

w/5 pgs attach + draft

IN A LAST ATTEMPT

TO AVOID LITIGATION!!

Page # 1 of 3 pages

Proposal

Billy Barrett

5694 Juneburn Rd.
Manning, SC 29102
803-491-7287

EXHIBIT B-2

PROPOSAL SUBMITTED TO: Charles Taylor	JOB NAME	JOB #
ADDRESS 332 Myrtle Beach Hwy Sumter SC 29153	JOB LOCATION 334 Myrtle Beach Hwy, Sumter SC	DATE OF PLANS
	DATE Aug 30, 2013	
PHONE # 609 7990	FAX #	ARCHITECT

We hereby submit specifications and estimates for: (Repairs to Living + Dining room section of structure from water damage)

(A) Living Room
1) Demo Chimney, walls, flooring and related components as required
2) Remove existing chimney, reframe wall + flooring systems as required
3) R/R existing substructure components i.e. joist, subflooring
4) R/R pine wood (1X2 1/4 T+G) flooring; approx 250 FT², refinish same
5) R/R ceiling as required
6) R/R wall insulation as required
7) R/R drywall as required
8) R/R trim as required
9) Paint walls ceiling + trims as required
10) Inspect any exposed wiring as required
11) R/R roofing, wall, ceiling framing, sheathing and related components as required where chimney was removed
12) R/R petals roof shingles as required (note: shingle color may not match existing shingle) include step, Kickout + membrane flashing, underlayment

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

tory and are
cified.

Signature _____

ROA
p.80

Proposal

EXHIBIT B-3

Billy Barrett

5694 Junebum Rd.
Manning, SC 29102
803-491-7287

PROPOSAL SUBMITTED TO: Charles Taylor	JOB NAME	JOB #
ADDRESS 3324 Myrtle Beach Hwy Sumter SC 29153	JOB LOCATION 334 Myrtle Beach Hwy, Sumter SC	
	DATE Aug 30 2013	DATE OF PLANS
PHONE # 609-7990	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

13) R/R Vinyl siding and related component as required (Note: Vinyl colors may not match existing colors).
14) Patch porch flooring w/ concrete
15) R/R porch roofing components as required
16) Debris removed & cleanup

(B) Dining Room
1) Demo flooring, substructure, exterior wall, window unit as required.
2) R/R substructure components as required; ie. joist, subflooring.
3) R/R pine wood flooring (1x2¼ T&G) approx 125 Sq-ft, refinish same.
4) R/R existing window (reset w/ sheath membrane flashings, sealants
5) R/R wall framing as required
6) R/R drywall as required
7) R/R wall insulation as required
8) R/R trim as required
9) Inspect any exposed wiring as required

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Proposal

Page # 3 of 3 pages

EXHIBIT B-4

Billy Barrett

5694 Juneburn Rd.
Manning, SC 29102
803-491-7287

PROPOSAL SUBMITTED TO: Charles Taylor	JOB NAME	JOB #
ADDRESS 332 Myrtle Beach Hwy Sumter SC 29153	JOB LOCATION 334 Myrtle Beach Hwy, Sumter SC	
	DATE Aug 30 2013	DATE OF PLANS
PHONE # 609.7990	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

10) R/R exterior wall sheathing as required
11) R/R exterior Vinyl siding as required
12) R/R ceiling as required
13) Paint walls, ceiling & trim as required
14) Debris & cleaning

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

$ Estimate Only $30000.00 Dollars

with payments to be made as follows: down payment, draws upon request, balance upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Billy B. Barrett SC Builders Lic #6976

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

tory and are
cified.

Signature _____

ROA
p.82

GreenTree Home Renovations
307 Benton Street
Sumter, South Carolina 29150 **(803) 795-7370**

July 11, 2013

Contract Prepared for: Charles Taylor
334 Myrtle Beach Hwy
Sumter, SC 29150

EXHIBIT
B-5

Estimate

Description of work to be performed:

Detail:

1) We will roof remove the porch off the left side of home that has been separated from the house.
2) We will rebuild a like kind structure of same size and reattach to home.
3) We will install new roofing shingles on this section of porch.
4) We will reinstall the vinyl siding that we removed from original porch.
5) We will remove and reset swollen window to make operable if possible. Only remove and reset.
6) We will haul off construction debris and do a final cleanup

Estimate Price: $ 7950.00

Lee Chapman 7/11/2013
Contractor Date

CARPATHIAN FLOORING

9N GUIGNARD DR.
SUMTER, SC 29150

Phone # 803-774-2800 carpathian_floor@yahoo.com
Fax # 803-774-2802

Date 6/8/2013
Estimate # 1208

Name / Address

334 MYRTLE BEACH HWY
SUMTER,SC 29153

EXHIBIT
B-6

Description	Qty	Rate	Total
1) -REPLACE - REPLACE OLD HARDWOOD WITH NEW HARDWOOD ,SANDING AND FINISHING,DINING ROOM (MATERIAL AND LABOR INCLUDED IN PRICE)	136	7.72059	1,050.00
2) - SANDING - SANDING AND FINISHING THE REST OF HARDWOOD FLOORS TO MATCH THE NEW HARDWOOD FLOOR IN DINING ROOM	600	1.65	990.00
3) - HARDWOOD - INSTALL,SANDING AND FINISHING OF NEW HARDWOOD FLOORS IN THE REST OF THE HOUSE TO MATCH DINING ROOM (MATERIAL AND LABOR INCLUDED)	624	7.72059	4,817.65
- SHOE MOLDING - INSTALL NEW SHOE MOLDING (MATERIAL AND LABOR INCLUDED)	240	1.50	360.00

INSTALLING ,SANDING AND FINISHING

Subtotal	$7,217.65
Sales Tax (8.0%)	$0.00
Total	$7,217.65

CARPATHIAN FLOORING

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
	3rd JUDICIAL CIRCUIT
COUNTY OF SUMTER	
	C/A Case No: 2013-CP-43-1808
CHARLES TAYLOR	
PLAINTIFF,	
VS.	AMENDMENT TO COMPLAINT
(1).U-HAUL CORPORATION u-haul co. of s. c., inc.;	
(2).U-haul Dealer in Sumter SC. i.e. EL CHEAPO PLUS #7	
(3).u-haul driver/Reginald Morton; (4).u-haul truck driver/Dana Goins;	
DEFENDANTS,	

Per applicable SCRCP plaintiff hereby, as a matter of course, amend his complaint as Follows:

(1). To insert the proper name of defendant No: (2); (hereinafter-defendant El Cheapo) & further to allege that same is an agent of defendant u-haul; and that;

(2). Defendant El Cheapo did intentionally rent a u-haul truck to defendants No: (3) and/or (4) without a valid driver's license from any State on 6/1/13; and that;

(3). Defendant El Cheapo knew or should have known as duty requires, that said renters did not possess a valid drivers license from any State and therefore should never have been rented a u-haul truck accordingly; and that;

(4).Defendant El Cheapo went ahead and rented such truck to such license-less person-s anyway at the behest of u-haul &/or on their own to gain the resulting rental fees regardless; furthermore;

(5).Defendant El Cheapo, in doing such as stated, not only was such gross--negligence, but it violated S.C. Law-requiring such persons to possess a valid drivers license to rent and operate such vehicles in and on the roads of this State; and that;

(6). But for the action of defendant El Cheapo; plaintiff damages (complaint p.4 para. 14) would not / could not have occurred; & that the actions of El Cheapo was willful, wanton, reckless and unmitigated & driven by greediness at the public's (plaintiff's here) expense and endangerment, including property damages; therefore;

(7).Plaintiff move to hold more responsible this specific defendant El Cheapo & demand prompt compensation from them to, per item a. on p.4 paragraph 14, in the main complaint, or the other items therein b-g will be demanded also-15 days hence; (excluding any paid by other defendants)

RESPECTFULLY SUBMITTED,

Charles Taylor, Plaintiff
332 Myrtle Beach Hwy
Sumter, S. C. 29153 (803) 883-7005

Sumter, South Carolina

December 2, 2013

December 2, 2013

To: John F. Kuppens, Esq.
& Brandon S. Smith, Esq.
1320 Main Street
17th Floor
Columbia, S.C. 29201

To: El Cheapo Plus #7
390 S. Guignard Drive
Sumter, S.C. 29150
Defendant

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153
Plaintiff

Re: Taylor v. U-haul, et al.
C/A No: 2013-CP-43-1808
Your File: 00307/01556

Please find enclosed an Amendment to the Original Complaint.

SINCERELY,

CHARLES TAYLOR
Plaintiff

W/encs/Amendment to Complaint

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, v. (1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7; and (2) Roy Rahal	)	IN THE COURT OF COMMON PLEAS 3RD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **DEFENDANT STOP 'N' SAVE, INC. D/B/A EL CHEAPO PLUS #7'S AND DEFENDANT ROY RAHAL'S NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**

TO: CHARLES TAYLOR, *PRO SE* PLAINTIFF:

You will please take notice the undersigned attorneys for the Defendants, Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal, will move before the presiding judge of the Third Judicial Circuit on the 10th day after service hereof or as soon thereafter as counsel may be heard or at such time and place as may be set by the Court, for an order pursuant to South Carolina Rule of Civil Procedure 56 granting summary judgment in the Defendants' favor on the Plaintiff's claims against them. This motion is based upon the following grounds.

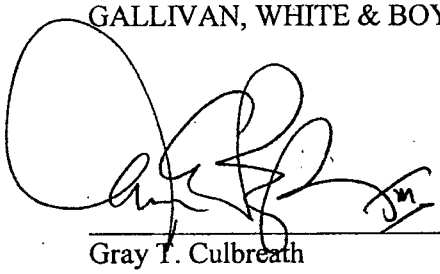
1. Plaintiff's claims against the Defendants arise out of the Defendants' rental of a motor vehicle to third parties and as such, are barred by the Transportation Equity Act (also known as the "Graves Amendment"). The Graves Amendment, which became effective on April 10, 2005, abolished vicarious liability against owners and lessors of motor vehicles as set forth in 49 U.S.C.A. § 30106. Because the Defendants cannot be vicariously liable to Plaintiff based on the mere ownership and/or rental of the subject U-Haul truck, there is no genuine issue of material fact as to Plaintiff's claims, and Plaintiff's claims should be dismissed as a matter of law.
2. Plaintiff's property damage complaint purports to allege a claim for personal injury arising out of the incident which is the subject of this lawsuit. However, Plaintiff has failed to establish by

virtue of expert testimony a causal relationship between his medical condition and the incident in question and accordingly, those claims must fail.

The following motion is based on the pleadings and discovery in this case to date, any such memorandum of law as may be submitted prior to the hearing on this motion, as well as any said affidavits and the statutory and common law.

Respectfully submitted,

GALLIVAN, WHITE & BOYD, P.A.



Gray T. Culbreath
James E. Brogdon, III
1201 Main Street, Suite 1200
Columbia, SC 29201
Tele: (803) 779-1833
Fax: (803) 803 779-1767

Attorneys for Defendants

Columbia, South Carolina

April 23, 2015

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SUMTER)	3RD JUDICIAL CIRCUIT
)	
)	
Charles Taylor,)	Civil Action No.: 2013-CP-43-1808
)	
Plaintiff,)	
)	
v.)	**DEFENDANT ROY RAHAL'S AMENDED NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**
)	
(1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7; and)	
)	
)	
(2) Roy Rahal)	
)	

TO: CHARLES TAYLOR, *PRO SE* PLAINTIFF:

You will please take notice the undersigned attorneys for Defendant Roy Rahal, will move before the presiding judge of the Third Judicial Circuit on the 10th day after service hereof or as soon thereafter as counsel may be heard or at such time and place as may be set by the Court, for an order pursuant to South Carolina Rule of Civil Procedure 56 granting summary judgment in the Defendant's favor on the Plaintiff's claims against them. This motion is based upon the following grounds.

1. Plaintiff's claims against the Defendants arise out of the Defendants' rental of a motor vehicle to third parties and as such, are barred by the Transportation Equity Act (also known as the "Graves Amendment"). The Graves Amendment, which became effective on April 10, 2005, abolished vicarious liability against owners and lessors of motor vehicles as set forth in 49 U.S.C.A. § 30106. Because the Defendants cannot be vicariously liable to Plaintiff based on the mere ownership and/or rental of the subject U-Haul truck, there is no genuine issue of material fact as to Plaintiff's claims, and Plaintiff's claims should be dismissed as a matter of law.
2. Plaintiff's property damage complaint purports to allege a claim for personal injury arising out of the incident which is the subject of this lawsuit. However, Plaintiff has failed to establish by

ROA
p.90

virtue of expert testimony a causal relationship between his medical condition and the incident in question and accordingly, those claims must fail.

3. Plaintiff asserts various claims against individual Defendant Roy Rahal. However, Plaintiff has failed to produce any evidence which tends to prove that Mr. Rahal was acting outside his duty and scope of employment as required under South Carolina law to support Plaintiff's individual claims against him. As a result, there is no genuine issue of material fact regarding Mr. Rahal's personal liability and Plaintiff's claims against him should be dismissed as a matter of law.

The following motion is based on the pleadings and discovery in this case to date, any such memorandum of law as may be submitted prior to the hearing on this motion, as well as any said affidavits and the statutory and common law.

Respectfully submitted,

GALLIVAN, WHITE & BOYD, P.A.

Gray T. Culbreath
James E. Brogdon, III
1201 Main Street, Suite 1200
Columbia, SC 29201
Tele: (803) 779-1833
Fax: (803) 803 779-1767

Attorneys for Defendants

Columbia, South Carolina

May 12, 2015

RECORDED
2015 AUG -3 PM 4:05
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT

CHARLES TAYLOR) C/A No: 2013-CP-43-1808

PLAINTIFF)

VS.) **Plaintiff's Notice and Motion**

(1). STOP "N" SAVE, INC.) for sanctions under rule 11 &
d/b/a) under sc. code section 15-36-10
El Cheapo Plus #7 and)
(2). ROY RAHAL;)

DEFENDANT)

To The Court; and The Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

Plaintiff's Notice and Motion for sanctions under rule 11 & under sc. code section 15-36-10:

(1).Plaintiff move the court for rule 11 sanctions et al for the false defense (**p.3-7 attached**) employed from beginning 10-9-13 to 6-2-15 to present; & though the truth admitted by Defendant Rahal in 6-2-15 deposition & indeed prior **p.6**; such defense haven't yet formally-or otherwise-been retracted & atoned for.

(2).These sanctions, although requested in with Plaintiff's June 15, 2015 summary motion and the June 24, 15 supporting memorandum **#1, & esp. #4**, Plaintiff thought the request should be put in motion form-here, out of fear that the defense will claim the request is flawed accordingly-to evade atonement.

ROA
p.92

(3).Thus--sanctions requested therein, are re-requested herein, more specifically-Plaintiff request the defense reimburse & compensate him for: (1).all money spent litigating against such defense from then to present; (2).all his time expended on such from then to the present; (3). all his energy expended on such from then to present; (4). the further decline of Plaintiff's health from then to the present; (5).their further infliction of emotional & physical distress on disable Plaintiff from then to present &; (6).forfeit their right to any further defense in this case, as to liability &/or damages as demanded &; (7).forfeit their right to any further discovery--if they claim any such more be remaining at hearing &; (8).that all other applicable & appropriate sanctions be levied as provided for in sc section 15-36-10;

(4).Plaintiff believes that the courts' familiarity with the thickness (etc. et al) re: the file, makes no further explaining--proof necessary to show Plaintiff's suffering *example p.9* & prejudice from what they did, p.3-7, to ensure that their case defense, although admittedly now false, survive to & through discovery to now. Therefore, the falsity accomplished the benefit that the defense wanted from it, notwithstanding the true admission-now. (*see*--esp. p.6-7 that they knew the truth *from* Feb. 11. 2014 on).

(5).Thus, Plaintiff believes they all should now be punish accordingly, for, not only violating the rules, but for doing so in such a flagrant way. They should now be made to give back--what they gained, (or the equal), from the false defense from 10-9-13 to present, and made to compensated Plaintiff for all their false defense cost him in all respects, &, Plaintiff prays now for such justice.

Note-Plaintiff wrote them 1st before this motion for their response but they ignored it-*letter* p.8-9 attached.

Respectfully Submitted;

CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 609-7990

Sumter, South Carolina
August 3, 2015

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT

CHARLES TAYLOR) C/A No: 2013-CP-43-1808

PLAINTIFF)

VS.)

(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)

DEFENDANT)

RECORDED
2015 SEP 18 PM 4:45
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Plaintiff's 9-18-15 2nd Amendment
to his 8-3-15 motion for sanctions
under rule 11 &/or sc code sec. 15-36-10

To The Court; & To the Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave. LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

Plaintiff's 9-18-15 2nd Amendment to his 8-3-15 motion for sanctions under rule 11 and/or sc code sec. 15-36-10:

1.That these are additional 12 ***separate*** false statements made and sign----***see*** **p.1-37** attached--read the red tag on bottom right on ***each*** page; note w/emph. that each is a *separate* false statement 1:made & 2:signed.

2.The sanctions being sought are same as in original 8-3-15 motion *esp.* in para. #3 p.2 et al therein.

Respectfully Submitted;

CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153
803-609-7990

Sumter, South Carolina

September 18, 2015

ROA
p.94

RESPONSE: **El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents and is vague and ambiguous. El Cheapo further objects to this Request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. El Cheapo further objects to this Request on the grounds that it seeks information that is confidential and/or proprietary.**

4. Specifically, the name of the person(s) at El Cheapo that rented the subject truck on 6/1/13.

RESPONSE: **El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents. Subject to and without waiving the foregoing and General Objections, El Cheapo states that the person that rented the subject U-Haul truck to Reginald Morton was Roy Rahal, the manager of El Cheapo.**

Respectfully submitted,

GALLIVAN, WHITE, & BOYD, P.A.

BY: _____

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #7959)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLI
INC., AND STOP 'N' SAVE D/B/A EL CHEAPO P
#7

Columbia, South Carolina
February ___, 2014

TO BEGIN WITH-THIS SHOWS THE AWARENESS OF THE TRUTH OF THE SUBJECT MATTER BY ALL & DATE OF AWARENESS; IF NOT EARLIER!!

it. Do you want me to?

A. Yeah. That would be great. Yes, please.

Q. Okay. Did you intentionally rented Reginald Morton a U-Haul truck on June 1, 2013?

A. Yes.

Q. Okay. I want to show you Item No. 5.

MR. TAYLOR: Item No. 5, please, sir.

(Exhibit No. 5 was marked for identification.)

MR. CULBREATH: Yeah. It looks like 11.

MR. TAYLOR: Could I proceed? Can I proceed?

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. You want me to wait while you --

A. Just one second, please.

Q. Okay. All right.

A. Okay.

Q. My question -- I want you -- I want you to look at the highlight section.

A. Okay.

Q. My question is what does it say?

A. It says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald

p.2

From defendant Rahal's 7-14-14 amended answers to plaintiff's 6-9-14 amended complaint

FOR A FIRST CAUSE OF ACTION
(gross negligence)

4. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint and therefore, the allegations are denied.

5. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's Complaint and therefore, the allegations are denied.

6. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint and therefore, the allegations are denied.

7. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint and therefore, the allegations are denied.

8. Rahal denies that he rented a U-Haul truck to Reginald Morton. Responding further, Rahal admits that, in his capacity as the manager of El Cheapo, he rented a U-Haul truck to Odell Morton, the father of Reginald Morton, on or about June 1, 2013. Rahal denies the remaining allegations contained in Paragraph 8.

9. Rahal denies that Odell Morton did not have a valid driver's license at the time of the subject rental. Rahal is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 9 of Plaintiff's Complaint and therefore, the allegations are denied.

10. Rahal states that S.C. Code Ann. § 56-1-440 speaks for itself and denies any portion of Paragraph 10 that is inconsistent with that Code section. Responding further, Rahal states that

p.3

The false statement made & in what document--top right

punitive damages awards set forth in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001), *and State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and their progeny.

FOR A TWELFTH DEFENSE

Rahal is still investigating the allegations in this case and hereby reserves the right to amend his Answer and hereby gives notice that it intends to rely upon such other defenses as may become available or appear during discovery proceedings in this case.

WHEREFORE, Rahal denies that Plaintiff is entitled to any relief from Rahal respectfully requests the following relief:

(a) dismissal of Plaintiff's Complaint with prejudice;

(b) costs expended;

(c) trial by jury on all issues so triable; and

(d) any and all other relief to which Rahal may reasonably be entitled.

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By: _____

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(803) 779-1833
(803) 779-1767 (f)

ATTORNEYS FOR DEFENDANT ROY RAH

Columbia, South Carolina
July 14, 2014

it. Do you want me to?

A. Yeah. That would be great. Yes, please.

Q. Okay. Did you intentionally rented Reginald Morton a U-Haul truck on June 1, 2013?

A. Yes.

Q. Okay. I want to show you Item No. 5.

MR. TAYLOR: Item No. 5, please, sir.

(Exhibit No. 5 was marked for identification.)

MR. CULBREATH: Yeah. It looks like 11.

MR. TAYLOR: Could I proceed? Can I proceed?

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. You want me to wait while you --

A. Just one second, please.

Q. Okay. All right.

A. Okay.

Q. My question -- I want you -- I want you to look at the highlight section.

A. Okay.

Q. My question is what does it say?

A. It says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald

p.5

ROA p.99

Paragraph 10 calls for a legal conclusion and no response is required. To the extent a response is required, Rahal denies the allegations in Paragraph 10.

11. Rahal denies the allegations contained in Paragraph 11.

12. Rahal denies that he rented a U-Haul truck to Reginald Morton and denies that he was grossly negligent in renting the subject U-Haul truck to Odell Morton. Rahal is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 12 of Plaintiff's Complaint and therefore, the allegations are denied.

13. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint and therefore, the allegations are denied.

14. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint and therefore, the allegations are denied.

15. Rahal is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint and therefore, the allegations are denied.

16. Rahal is without knowledge or information sufficient to form a belief as to the truth o allegations contained in Paragraph 16 of Plaintiff's Complaint and therefore, the allegation denied.

17. Rahal is without knowledge or information sufficient to form a belief as to the truth o allegations contained in Paragraph 17 of Plaintiff's Complaint and therefore, the allegation denied.

p.6

punitive damages awards set forth in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001), *and State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and their progeny.

FOR A TWELFTH DEFENSE

Rahal is still investigating the allegations in this case and hereby reserves the right to amend his Answer and hereby gives notice that it intends to rely upon such other defenses as may become available or appear during discovery proceedings in this case.

WHEREFORE, Rahal denies that Plaintiff is entitled to any relief from Rahal respectfully requests the following relief:

(a) dismissal of Plaintiff's Complaint with prejudice;

(b) costs expended;

(c) trial by jury on all issues so triable; and

(d) any and all other relief to which Rahal may reasonably be entitled.

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p.7

ATTORNEYS FOR DEFENDANT ROY RAHA

Columbia, South Carolina
July 14, 2014

ROA
p.101

The false statement sign above
See preceding 2 pages

it. **Do you want me to?**

A. Yeah. That would be great. Yes, please.

Q. **Okay. Did you intentionally rented** Reginald Morton a U-Haul truck on June 1, 2013?

A. Yes.

Q. **Okay. I want to show you Item No. 5.**

MR. TAYLOR: Item No. 5, please, sir.

(Exhibit No. 5 was marked for identification.)

MR. CULBREATH: Yeah. It looks like 11.

MR. TAYLOR: Could I proceed? Can I proceed?

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. **You want me to wait while you --**

A. Just one second, please.

Q. **Okay. All right.**

A. Okay.

Q. **My question -- I want you -- I want you to look at the highlight section.**

A. Okay.

Q. **My question is what does it say?**

A. It says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald

p.8

from defendant el cheapo 7-14-14
amended answers to plaintiff's
6-9-14 amended complaint

10. El Cheapo states that S.C. Code Ann. § 56-1-440 speaks for itself and denies any portion of Paragraph 10 that is inconsistent with that Code section. Responding further, El Cheapo states that Paragraph 10 calls for a legal conclusion and therefore no response is required. To the extent a response is required, El Cheapo denies the allegations of Paragraph 10.

11. El Cheapo denies the allegations contained in Paragraph 11.

12. El Cheapo denies that it rented a U-Haul truck to Reginald Morton and denies that it was grossly negligent in renting the subject U-Haul truck to Odell Morton. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 12 of Plaintiff's Complaint and therefore, the allegations are denied.

13. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint and therefore, the allegations are denied.

14. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint and therefore, the allegations are denied.

15. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint and therefore, the allegations are denied.

16. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of allegations contained in Paragraph 16 of Plaintiff's Complaint and therefore, the allegations denied.

p.9

ROA
p.103

The false statement made
& in what document--top right

enforceability of punitive damages awards set forth in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001), *and State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and their progeny.

FOR A TWELFTH DEFENSE

El Cheapo is still investigating the allegations in this case and hereby reserves the right to amend its Answer and hereby gives notice that it intends to rely upon such other defenses as may become available or appear during discovery proceedings in this case.

WHEREFORE, El Cheapo denies that Plaintiff is entitled to any relief from El Cheapo respectfully requests the following relief:

(a) dismissal of Plaintiff's Complaint with prejudice;

(b) costs expended;

(c) trial by jury on all issues so triable; and

(d) any and all other relief to which El Cheapo may reasonably be entitled.

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ATTORNEYS FOR DEFENDANT EL CHEAP(

p.10

Columbia, South Carolina
July 14, 2014

The false statement sign above
See preceding 2 pages

it. Do you want me to?

A. Yeah. That would be great. Yes, please.

Q. Okay. Did you intentionally rented Reginald Morton a U-Haul truck on June 1, 2013?

A. Yes.

Q. Okay. I want to show you Item No. 5.

MR. TAYLOR: Item No. 5, please, sir.

(Exhibit No. 5 was marked for identification.)

MR. CULBREATH: Yeah. It looks like 11.

MR. TAYLOR: Could I proceed? Can I proceed?

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. You want me to wait while you --

A. Just one second, please.

Q. Okay. All right.

A. Okay.

Q. My question -- I want you -- I want you to look at the highlight section.

A. Okay.

Q. My question is what does it say?

A. It says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald

ROA p.105

p.11

3 pages total

The truth in yellow shade from defendants

from defendant el cheapo 7-14-14
amended answers to plaintiff's
6-9-14 amended complaint

3. El Cheapo admits that it is an authorized independent U-Haul dealer and that, in this role and as part of its business, it rents U-Haul equipment to customers. El Cheapo denies the remaining allegations contained in Paragraph 3, if any.

FOR A FIRST CAUSE OF ACTION
(gross negligence)

4. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint and therefore, the allegations are denied.

5. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's Complaint and therefore, the allegations are denied.

6. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint and therefore, the allegations are denied.

7. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint and therefore, the allegations are denied.

8. El Cheapo denies that it rented a U-Haul truck to Reginald Morton. Responding further, El Cheapo admits that it rented a U-Haul truck to Odell Morton, the father of Reginald Morton, on or about June 1, 2013. El Cheapo denies the remaining allegations contained in Paragraph 8.

9. El Cheapo denies that Odell Morton did not have a valid driver's license at the time of the subject rental. El Cheapo is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 9 of Plaintiff's Complaint and therefore, the allegations are denied.

p.12

ROA
p.106

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& in what document--top right

enforceability of punitive damages awards set forth in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001), *and State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and their progeny.

FOR A TWELFTH DEFENSE

El Cheapo is still investigating the allegations in this case and hereby reserves the right to amend its Answer and hereby gives notice that it intends to rely upon such other defenses as may become available or appear during discovery proceedings in this case.

WHEREFORE, El Cheapo denies that Plaintiff is entitled to any relief from El Cheapo respectfully requests the following relief:

(a) dismissal of Plaintiff's Complaint with prejudice;

(b) costs expended;

(c) trial by jury on all issues so triable; and

(d) any and all other relief to which El Cheapo may reasonably be entitled.

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ATTORNEYS FOR DEFENDANT EL CHEAPO

p.13

Columbia, South Carolina
July 14, 2014

ROA
p.107

The false statement sign above
See preceding 2 pages

it. Do you want me to?

A. Yeah. That would be great. Yes, please.

Q. Okay. Did you intentionally rented Reginald Morton a U-Haul truck on June 1, 2013?

A. Yes.

Q. Okay. I want to show you Item No. 5.

MR. TAYLOR: Item No. 5, please, sir.

(Exhibit No. 5 was marked for identification.)

MR. CULBREATH: Yeah. It looks like 11.

MR. TAYLOR: Could I proceed? Can I proceed?

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. You want me to wait while you --

A. Just one second, please.

Q. Okay. All right.

A. Okay.

Q. My question -- I want you -- I want you to look at the highlight section.

A. Okay.

Q. My question is what does it say?

A. It says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald

p.14

from defendant el cheapo 3-11-14
Supplemental anwers to
plaintiff's interrogatories

(c) Odell Morton
824 Maury Avenue
Fort Washington, MD 20749

Upon information and belief, Odell Morton is the father of Defendant Reginald Morton and is the person that presented his driver's license and signed for the subject U-Haul truck on June 1, 2013.

(d) Roy Rahal
El Cheapo
390 Guignard Drive
Sumter, SC 29150

Roy Rahal is the manager of El Cheapo and the person who rented the U-Haul truck to Odell Morton. Mr. Rahal is expected to testify regarding his knowledge of the incident that forms the basis of Plaintiff's Complaint.

(d) Dana Goins

Dana Goins is a Defendant in this case and is expected to testify regarding her knowledge of the incident that forms the basis of Plaintiff's Complaint.

El Cheapo reserves the right to call any or all of the individuals identified in response to Interrogatory No. 1 as well as any witnesses listed by Plaintiff in his discovery responses. At this time, El Cheapo is unaware of written or recorded statements taken from the individuals identified in response to Interrogatory No. 1. As discovery is ongoing, El Cheapo will supplement this response in the event additional witnesses are identified.

2. Set forth a list of photographs, plats, sketches and other prepared documents in possession of the parties that relate to the claim or defense in this case.

ANSWER: El Cheapo objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or the

p.15

ROA
p.109

The false statement made
& in what document--top right

such witnesses.

ANSWER: **El Cheapo objects to this Interrogatory on the grounds that it is duplicative of Interrogatory No. 1. El Cheapo further objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or the work product doctrine. Subject to and without waiving the foregoing and General Objections, El Cheapo directs the Plaintiff to El Cheapo's supplemental answer to Interrogatory No. 1.**

6. Give the name and address of defendant #2 listed in this suit and the name(s) of the specific person(s) who handled or are familiar with the subject u-haul rental truck transaction on 6/1/13 and who signed the subject truck out and in on its return.

ANSWER: **Subject to and without waiving the General Objections, El Cheapo rented the subject U-Haul truck on June 1, 2013. The El Cheapo employee that handled this rental transaction was Roy Rahal.**

GALLIVAN, WHITE & BOYD, P.A.

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Attorneys for Defendant U-Haul Co. of South Carolina, Inc.

Columbia, South Carolina

March 11, 2014

p.16

The false statement sign above
See preceding 2 pages

I'm familiar with the rules as fellows here --

A. No problem.

Q. -- even though I don't have a copy of them here like he does. Okay. Now, I'll proceed. Let me just read and then I'll ask my question.

A. Uh-huh.

Q. This highlight on this Item No. 9 says, "El Cheapo, the rental contract, U-Haul equipment damage responsibility requirement, and R&D tag, signed by Reginald Morton." And at the bottom it says, "Signature page to follow." Is that what you're looking at?

A. Well, that's what -- that's what it says.

Q. I -- I understand. That's all I'm interested in, what it says. I'm not interested in anything else. I'm trying to get at what it says.

A. Okay.

Q. That's what you see it says, this document, the highlight?

A. Uh-huh.

Q. Uh-huh meaning?

A. It -- it means -- you know, it means that --

Q. Uh-huh means?

A. -- Reginald Morton has signed --

p.17

ROA p.111

The truth in yellow shade from defendants

3 pages total

from defendant el cheapo 3-11-14
Supplemental answers to
plaintiff's interrogatories

(c) Odell Morton
824 Maury Avenue
Fort Washington, MD 20749

Upon information and belief, Odell Morton is the father of Defendant Reginald Morton and is the person that presented his driver's license and signed for the subject U-Haul truck on June 1, 2013.

(d) Roy Rahal
El Cheapo
390 Guignard Drive
Sumter, SC 29150

Roy Rahal is the manager of El Cheapo and the person who rented the U-Haul truck to Odell Morton. Mr. Rahal is expected to testify regarding his knowledge of the incident that forms the basis of Plaintiff's Complaint.

(d) Dana Goins

Dana Goins is a Defendant in this case and is expected to testify regarding her knowledge of the incident that forms the basis of Plaintiff's Complaint.

El Cheapo reserves the right to call any or all of the individuals identified in response to Interrogatory No. 1 as well as any witnesses listed by Plaintiff in his discovery responses. At this time, El Cheapo is unaware of written or recorded statements taken from the individuals identified in response to Interrogatory No. 1. As discovery is ongoing, El Cheapo will supplement this response in the event additional witnesses are identified.

2. Set forth a list of photographs, plats, sketches and other prepared documents in possession of the parties that relate to the claim or defense in this case.

p.18

ANSWER: El Cheapo objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or the

ROA
p.112

The false statement made
& in what document--top right

such witnesses.

ANSWER: **El Cheapo objects to this Interrogatory on the grounds that it is duplicative of Interrogatory No. 1. El Cheapo further objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or the work product doctrine. Subject to and without waiving the foregoing and General Objections, El Cheapo directs the Plaintiff to El Cheapo's supplemental answer to Interrogatory No. 1.**

6. Give the name and address of defendant #2 listed in this suit and the name(s) of the specific person(s) who handled or are familiar with the subject u-haul rental truck transaction on 6/1/13 and who signed the subject truck out and in on its return.

ANSWER: **Subject to and without waiving the General Objections, El Cheapo rented the subject U-Haul truck on June 1, 2013. The El Cheapo employee that handled this rental transaction was Roy Rahal.**

GALLIVAN, WHITE & BOYD, P.A.

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Attorneys for Defendant U-Haul Co. of South Carolina, Inc.

Columbia, South Carolina

March 11, 2014

The false statement sign above
See preceding 2 pages

I'm familiar with the rules as fellows here --

A. No problem.

Q. -- even though I don't have a copy of them here like he does. Okay. Now, I'll proceed. Let me just read and then I'll ask my question.

A. Uh-huh.

Q. This highlight on this Item No. 9 says, "El Cheapo, the rental contract, U-Haul equipment damage responsibility requirement, and R&D tag, signed by Reginald Morton." And at the bottom it says, "Signature page to follow." Is that what you're looking at?

A. Well, that's what -- that's what it says.

Q. I -- I understand. That's all I'm interested in, what it says. I'm not interested in anything else. I'm trying to get at what it says.

A. Okay.

Q. That's what you see it says, this document, the highlight?

A. Uh-huh.

Q. Uh-huh meaning?

A. It -- it means -- you know, it means that --

Q. Uh-huh means?

A. -- Reginald Morton has signed --

p.20

from defendant el cheapo 3-11-14
supplemental answers to
Plaintiff's request to admit

3. All of El Cheapo's responses to the Requests are based upon information presently available under reasonable inquiry. El Cheapo reserves the right to amend and/or supplement the information set forth in these responses.

4. These General Objections are incorporated by reference to the extent applicable into the specific responses set forth below and are neither waived nor limited by the specific responses. El Cheapo reserves the right: (a) to rely on any facts, documents, or other evidence that may develop or subsequently come to its attention; (b) to assert additional objections or supplemental responses should El Cheapo discover additional information or grounds for objections; and (c) to supplement or amend these responses at any time.

5. These responses are made solely for the purpose of responding to discovery requests promulgated in this action, and should not be construed as an admission of relevancy, materiality, or admissibility.

SUPPLEMENTAL ANSWERS TO REQUESTS TO ADMIT

1. Admit that the defendants #3 & 4 used your u-haul moving truck to move on 6/1/13.

RESPONSE: **El Cheapo denies Request No. 1. El Cheapo states that, upon information and belief, Odell Morton, the father of Defendant Reginald Morton, presented his driver's license and signed for the subject U-Haul truck on June 1, 2013, and was the only driver of the subject U-Haul truck during the time of the rental.**

p.21

ROA
p.115

The false statement made
& in what document--top right

9. Admit that u-haul had-have been warned of the continuing rain damages to the subject house unless and until such compensation is paid with which to make the needed repairs.

RESPONSE: Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same. As this Request is directed to UHSC, El Cheapo refers Plaintiff to UHSC's response to this Request.

10. Admit that u-haul corporation received plaintiff's letter dated 9/28/13 with attachments.

RESPONSE: Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same. As this Request is directed to UHSC, El Cheapo refers Plaintiff to UHSC's response to this Request.

GALLIVAN, WHITE & BOYD, P.A.

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Attorneys for Defendant U-Haul Co. of South Caroli Inc.

Columbia, South Carolina

March 11, 2014

p.22

The false statement sign above
See preceding 2 pages

I'm familiar with the rules as fellows here --

A. No problem.

Q. -- even though I don't have a copy of them here like he does. Okay. Now, I'll proceed. Let me just read and then I'll ask my question.

A. Uh-huh.

Q. This highlight on this Item No. 9 says, "El Cheapo, the rental contract, U-Haul equipment damage responsibility requirement, and R&D tag, signed by Reginald Morton." And at the bottom it says, "Signature page to follow." Is that what you're looking at?

A. Well, that's what -- that's what it says.

Q. I -- I understand. That's all I'm interested in, what it says. I'm not interested in anything else. I'm trying to get at what it says.

A. Okay.

Q. That's what you see it says, this document, the highlight?

A. Uh-huh.

Q. Uh-huh meaning?

A. It -- it means -- you know, it means that --

Q. Uh-huh means?

A. -- Reginald Morton has signed -

p.23

ROA p.117

3 pages total

The truth in yellow shade from defendants

from defendant el cheapo 3-11-14
supplemental answers to
plaintiff's request to admit

2. Admit that such truck came from defendant #2 a Sumter, S.C. u-haul dealer.

RESPONSE: **El Cheapo admits that it is an authorized U-Haul dealer located in Sumter, South Carolina. El Cheapo further admits that the subject U-Haul truck was rented from El Cheapo on June 1, 2013. El Cheapo denies to the remainder of this Request, if any.**

3. Admit that defendants #3 & 4 did not have a valid S.C. Drivers License on 6/1/13.

RESPONSE: **El Cheapo admits that, upon information and belief, Defendant Reginald Morton did not have a valid South Carolina driver's license on June 1, 2013. El Cheapo lacks sufficient knowledge as to whether Defendant Dana Goins possessed a valid South Carolina driver's license on June 1, 2013, and therefore denies the same. El Cheapo further states that, upon information and belief, Odell Morton, the father of Defendant Reginald Morton, possessed a valid Maryland driver's license at the time of the subject rental and presented that driver's license at the time that he signed for the subject U-Haul truck from El Cheapo on June 1, 2013.**

4. Admit that the defendants #3 & 4 did not return and take care of the damages they caused.

RESPONSE: **Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same.**

5. Admit that plaintiff-Taylor sent a letter dated 7/1/13 to U-Haul Corporation with attachments pages 1-8 diagramming and showing the subject damages caused among other things.

p.24

ROA
p.118

The false statement made
& in what document--top right

9. Admit that u-haul had-have been warned of the continuing rain damages to the subject house unless and until such compensation is paid with which to make the needed repairs.

RESPONSE: Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same. As this Request is directed to UHSC, El Cheapo refers Plaintiff to UHSC's response to this Request.

10. Admit that u-haul corporation received plaintiff's letter dated 9/28/13 with attachments.

RESPONSE: Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same. As this Request is directed to UHSC, El Cheapo refers Plaintiff to UHSC's response to this Request.

GALLIVAN, WHITE & BOYD, P.A.

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Attorneys for Defendant U-Haul Co. of South Carolina, Inc.

Columbia, South Carolina

March 11, 2014

p.25

The false statement sign above
See preceding 2 pages

I'm familiar with the rules as fellows here --

A. No problem.

Q. -- even though I don't have a copy of them here like he does. Okay. Now, I'll proceed. Let me just read and then I'll ask my question.

A. Uh-huh.

Q. This highlight on this Item No. 9 says, "El Cheapo, the rental contract, U-Haul equipment damage responsibility requirement, and R&D tag, signed by Reginald Morton." And at the bottom it says, "Signature page to follow." Is that what you're looking at?

A. Well, that's what -- that's what it says.

Q. I -- I understand. That's all I'm interested in, what it says. I'm not interested in anything else. I'm trying to get at what it says.

A. Okay.

Q. That's what you see it says, this document, the highlight?

A. Uh-huh.

Q. Uh-huh meaning?

A. It -- it means -- you know, it means that --

Q. Uh-huh means?

A. -- Reginald Morton has signed --

From u-haul sc 3-11-14
Supplemental answers to
Plaintiff's request to admit

2013, and was the only driver of the subject U-Haul t rental.

2. Admit that such truck came from defendant #2 a Sumter, S.C. u-haul dealer.

RESPONSE: UHSC admits that the subject U-Haul truck was rented from authorized U-Haul dealer, Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo"), on June 1, 2013.

3. Admit that defendants #3 & 4 did not have a valid S.C. Drivers License on 6/1/13.

RESPONSE: UHSC admits that, upon information and belief, Defendant Reginald Morton did not have a valid South Carolina driver's license on June 1, 2013. UHSC lacks sufficient knowledge as to whether Defendant Dana Goins possessed a valid South Carolina driver's license on June 1, 2013, and therefore denies the same. UHSC further states that, upon information and belief, Odell Morton, the father of Defendant Reginald Morton, possessed a valid Maryland driver's license at the time of the subject rental and presented that driver's license at the time that he signed for the subject U-Haul truck from El Cheapo on June 1, 2013.

4. Admit that the defendants #3 & 4 did not return and take care of the damages they caused.

RESPONSE: Based on the information presently available and after reasonable inquiry, UHSC lacks sufficient knowledge or information to admit or deny this Request and therefore denies same.

p.27

ROA
p.121

The false statement made
& in what document--top right

GALLIVAN, WHITE & BOYD, P.A.

Gray T. Culbreath
James E. Brogdon, III
1201 Main Street, Suite 1200
Columbia, SC 29201
Tele: (803) 779-1833
Fax: (803) 803 779-1767

Attorneys for Defendant U-Haul Co. of South Carolina, Inc.

Columbia, South Carolina

March 11, 2014

p.28

ROA
p.122

The false statement sign above
See preceding 2 pages

I'm familiar with the rules as fellows here --

A. No problem.

Q. -- even though I don't have a copy of them here like he does. Okay. Now, I'll proceed. Let me just read and then I'll ask my question.

A. Uh-huh.

Q. This highlight on this Item No. 9 says, "El Cheapo, the rental contract, U-Haul equipment damage responsibility requirement, and R&D tag, signed by Reginald Morton." And at the bottom it says, "Signature page to follow." Is that what you're looking at?

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Q. I -- I understand. That's all I'm interested in, what it says. I'm not interested in anything else. I'm trying to get at what it says.

A. Okay.

Q. That's what you see it says, this document, the highlight?

A. Uh-huh.

Q. Uh-huh meaning?

A. It -- it means -- you know, it means that --

Q. Uh-huh means?

A. -- Reginald Morton has signed -

p.29

ROA
p.123

From u-haul sc 3-11-14
Supplemental answers to
plaintiff's interrogatories

Reginald Morton is a Defendant in this case and is expected to testify regarding his knowledge of the incident that forms the basis of Plaintiff's Complaint.

(c) Odell Morton
824 Maury Avenue
Fort Washington, MD 20749

Upon information and belief, Odell Morton is the father of Defendant Reginald Morton and is the person that presented his driver's license and signed for the subject U-Haul truck on June 1, 2013.

(d) Roy Rahal
El Cheapo
390 Guignard Drive
Sumter, SC 29150

Upon information and belief, Roy Rahal is the manager of Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo") and the person who rented the U-Haul truck to Odell Morton. Mr. Rahal is expected to testify regarding his knowledge of the incident that forms the basis of Plaintiff's Complaint.

(d) Dana Goins

Dana Goins is a Defendant in this case and is expected to testify regarding her knowledge of the incident that forms the basis of Plaintiff's Complaint.

UHSC reserves the right to call any or all of the individuals identified in response to Interrogatory No. 1 as well as any witnesses listed by Plaintiff in his discovery responses. At this time, UHSC is unaware of written or recorded statements taken from the individuals identified in response to Interrogatory No. 1. As discovery is ongoing, UHSC will supplement this response in the event additional

p.30

ROA
p.124

The false statement made
& in what document--top right

the subject U-Haul rental truck was returned to a rental facility located at 3710 St. Barnibus Rd. Suitland, MD 20746 on June 5, 2013.

GALLIVAN, WHITE & BOYD, P.A.

Gray T. Culbreath
James E. Brogdon, III
1201 Main Street, Suite 1200
Columbia, SC 29201
Tele: (803) 779-1833
Fax: (803) 803 779-1767

Attorneys for Defendant U-Haul Co. of South Carolina, Inc.

Columbia, South Carolina

March 11, 2014

The false statement sign above
See preceding 2 pages

I'm familiar with the rules as fellows here --

A. No problem.

Q. -- even though I don't have a copy of them here like he does. Okay. Now, I'll proceed. Let me just read and then I'll ask my question.

A. Uh-huh.

Q. This highlight on this Item No. 9 says, "El Cheapo, the rental contract, U-Haul equipment damage responsibility requirement, and R&D tag, signed by Reginald Morton." And at the bottom it says, "Signature page to follow." Is that what you're looking at?

A. Well, that's what -- that's what it says.

Q. I -- I understand. That's all I'm interested in, what it says. I'm not interested in anything else. I'm trying to get at what it says.

A. Okay.

Q. That's what you see it says, this document, the highlight?

A. Uh-huh.

Q. Uh-huh meaning?

A. It -- it means -- you know, it means that --

Q. Uh-huh means?

A. -- Reginald Morton has signed --

From u-haul sc 3-11-14
Supplemental answers to
Plaintiff's request to admit

2. UHSC objects to each Request to the exte admit or deny the truth of matters as to which it cannot form a reasonable belief without undertaking unduly burdensome inquiries.

3. All of UHSC's responses to the Requests are based upon information presently available under reasonable inquiry. UHSC reserves the right to amend and/or supplement the information set forth in these responses.

4. These General Objections are incorporated by reference to the extent applicable into the specific responses set forth below and are neither waived nor limited by the specific responses. UHSC reserves the right: (a) to rely on any facts, documents, or other evidence that may develop or subsequently come to its attention; (b) to assert additional objections or supplemental responses should UHSC discover additional information or grounds for objections; and (c) to supplement or amend these responses at any time.

5. These responses are made solely for the purpose of responding to discovery requests promulgated in this action, and should not be construed as an admission of relevancy, materiality, or admissibility.

SUPPLEMENTAL ANSWERS TO REQUESTS TO ADMIT

1. Admit that the defendants #3 & 4 used your U-Haul moving truck to move on 6/1/13.

RESPONSE: **UHSC denies Request No. 1. UHSC states that, upon information and belief, Odell Morton, the father of Defendant Reginald Morton, presented his driver's license and signed for the subject U-Haul truck on June 1,**

p.33

ROA
p.127

The false statement made
& in what document--top right

GALLIVAN, WHITE & BOYD, P.A.

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James E. Brogdon, III
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Columbia, SC 29201
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Attorneys for Defendant U-Haul Co. of South Carolina, Inc.

Columbia, South Carolina

March 11, 2014

p.34

ROA
p.128

The false statement sign above
See preceding 2 pages

it. **Do you want me to?**

A. Yeah. That would be great. Yes, please.

Q. Okay. Did you intentionally rented Reginald Morton a U-Haul truck on June 1, 2013?

A. Yes.

Q. Okay. I want to show you Item No. 5.

MR. TAYLOR: Item No. 5, please, sir.

(Exhibit No. 5 was marked for identification.)

MR. CULBREATH: Yeah. It looks like 11.

MR. TAYLOR: Could I proceed? Can I proceed?

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. You want me to wait while you --

A. Just one second, please.

Q. Okay. All right.

A. Okay.

Q. My question -- I want you -- I want you to look at the highlight section.

A. Okay.

Q. My question is what does it say?

A. It says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald

p.35

ROA p.129

From u-haul sc 3-11-14
Supplemental answers to
Plaintiff's interrogatories

Reginald Morton is a Defendant in this case and is expected to testify regarding his knowledge of the incident that forms the basis of Plaintiff's Complaint.

(c) Odell Morton
824 Maury Avenue
Fort Washington, MD 20749

Upon information and belief, Odell Morton is the father of Defendant Reginald Morton and is the person that presented his driver's license and signed for the subject U-Haul truck on June 1, 2013.

(d) Roy Rahal
El Cheapo
390 Guignard Drive
Sumter, SC 29150

Upon information and belief, Roy Rahal is the manager of Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo") and the person who rented the U-Haul truck to Odell Morton. Mr. Rahal is expected to testify regarding his knowledge of the incident that forms the basis of Plaintiff's Complaint.

(d) Dana Goins

Dana Goins is a Defendant in this case and is expected to testify regarding her knowledge of the incident that forms the basis of Plaintiff's Complaint.

UHSC reserves the right to call any or all of the individuals identified in response to Interrogatory No. 1 as well as any witnesses listed by Plaintiff in his discovery responses. At this time, UHSC is unaware of written or recorded statements taken from the individuals identified in response to Interrogatory No. 1. As discovery is ongoing, UHSC will supplement this response in the event additional

p.36

ROA
p.130

The false statement made
& in what document--top right

the subject U-Haul rental truck was returned to a rental facility located at 3710 St. Barnibus Rd. Suitland, MD 20746 on June 5, 2013.

GALLIVAN, WHITE & BOYD, P.A.

Gray T. Culbreath
James E. Brogdon, III
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Tele: (803) 779-1833
Fax: (803) 803 779-1767

Attorneys for Defendant U-Haul Co. of South Carolina, Inc.

Columbia, South Carolina

March 11, 2014

p.37

ROA

p.131

The false statement sign above

See preceding 2 pages

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
PLAINTIFF)
vs.)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
DEFENDANTS)

RECORDED
2015 AUG 21 PM 3:13
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEA
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

Plaintiff's Notice & Motion for Leave to Amend Pleadings per SCRCP 15(b-c)

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff's notice and motion for leave to amend his pleadings pursuant to SCRCP 15(b-c):

FIRST:

(1).Plaintiff--moves the court for leave to amend his pleadings pursuant to SCRCP 15(b-c)-relevant portions, since Defendants refuse to grant-their voluntary permission; to add U-Haul International, Inc., as an agency defendant only, after their true-correct-name-entity-identity had been concealed prior to full discovery-for which Plaintiff fought-after which now admitted agency-**see exhibit p.6-14 attached;**

(2).That intentional concealment was for purpose to get U-Haul Corporation & U-Haul Co. SC. inc., dismiss from case-*to duck by fraud agency liability*-which they achieve 6-2-14-**see ex. p.3 attached;**

(3).They were dismiss (let) out cause-effectively-defense counsels *p.1 top* argued to court 6-2-14--no agency-(*it wasn't true of course p.6-14*); & also they deny that U-Haul Corp. was a proper party to this action, & as a clincher--argued effectively to-that-no such entity even exists--**see exhibit p.4 attached;**

Note todate-they still *want* provide a copy of the agency agreement-*nothing*-between them & U-Haul.

ROA
p.132

(4).They then, would not reveal the true-proper-name-entity or (*agency*) until it was found out in discovery (p.6 attached); & confronted w/ that, Defendant Rahal, to avoid further perjury, had to & did finally admit the whole thing (*agent-agency*) in his 6-2-15 deposition--**see exhibit p.7-14 attached;**

(5).That--long story short--it's not hard now to see what the defense did & why--this motion now; & that again-for good measure, Plaintiff's motion here is pursuant to SCRCP 15(b-c) relevant portions;

(6).That the proper-name-entity--U-Haul International, Inc.; (Headquarters; Phoenix, Arizona. USA); was never yet a proper name party to this suit, for the stated reasons above, until now, if the motion for leave to amend is granted & Plaintiff prays so-believing entitlement re SCRCP 15(b-c) relevant portions.

SECOND

(7).That Plaintiff also move, pursuant to SCRCP 15(b)-relevant portions, to amend his pleadings to confirm to the Plaintiff's (summary) evidence as detailed in:

#1.Plaintiff's 6/9/14 amended complaint;

#2.Plaintiff's 6/5/15 summary judgment motion;

#3.Plaintiff's memorandum**S** #1 thru #10-file 6/24/15 thru 9/25/15 supporting his summary motion etc.

And these each to be treated as a, **verbatim-hearing-exhibit**, supporting Plaintiff's summary motion; & same each treated as a, **verbatim-hearing-exhibit**, opposing Defendants' summary judgment motion; & Any else in the file--to be used (in) (if) supporting Plaintiff's summary motion and opposing Defendants'.

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy-Sumter SC 29153 Ph. 609-7990

Sumter, South Carolina
August 21, 2015

FORM 4

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

RECORDED
2014 JUN -2 PM 4:36
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP4301808

PLAINTIFF(S)	DEFENDANT(S)
Charles Taylor	U-Haul Corporation Dana Goins Roy Rahal Reginald Morton UHaul Dealer Odell Morton
Submitted by: Clerk of Court	Attorney for: ☐ Plaintiff ☐ Defendant ☐ 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. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ 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: **Defendant's Motion to Dismiss has been granted as to U-haul Corporation and Uhaul of South Carolina Only.**

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 (List amount(s) below)

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.**

2156 6/2/2014

CPEORM4Cm

ROA
p.134

p.3
w/ plaintiff's 8-21-15
rule 15(b) motion

STATE OF SOUTH CAROLINA COUNTY OF SUMTER	)	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT
CHARLES TAYLOR, Plaintiff, vs. (1) U-HAUL CORPORATION, u-haul co. of s.c., inc.; (2) Specific u-haul Dealer herein Sumter SC identity yet unknown; (3) u-haul driver/Reginald Morton; (4) u-haul truck driver/Dana Goins; Defendants.	)	Civil Action No. 2013-CP-43-1808 **DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT** Jury Trial Requested

Defendants named as U-Haul Corporation, U-Haul Co. of South Carolina, Inc. ("UHSC"), Specific U-Haul Dealer in Sumter, SC ("Unnamed Dealer"), Reginald Morton ("Morton"), and Dana Goins ("Goins") (collectively "Defendants") answer Plaintiff's Complaint and state as follows. As set forth in Paragraph 1, U-Haul Corporation is not a proper party to this action and should be dismissed. Every allegation not specifically admitted in this Answer is expressly denied.

FOR A FIRST DEFENSE

1. Defendants admit the allegations of Paragraph 1 to the extent they can be construed to allege that UHSC conducts business in South Carolina. However, Defendants deny that U-Haul Corporation is a proper party to this action, as no such entity exists. Defendants deny the remaining allegations contained in Paragraph 1.

July 15, 2015

To: Gray T. Culbreath, Esq.
P.O Box 7368
Columbia, SC. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: C/A: 2013-CP-43-1808-Taylor v. Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 & Roy Rahal.

Dear Mr. Culbreath:

Continuing in the spirit of civility and cooperation per our 7-1-15 status conference w/d Judge James:

This letter is to kindly ask you /defendant's permission to amend the 6/9/14 amended complaint to add: U-Haul International, Inc., as an agency defendant, etc. You/defendants can of course thereafter amend your answer to reply to that which is added; as nothing will be changed in the 6/9/14 amended complaint; but only added re; agency. Thus I'm not attaching a proposed copy of the same 6/9/14 complaint here again, for now. This request is in hopes of avoiding a time consuming motion just to add as stated-while discovery is still going on and trial several months away to December 7, 2015. Please reply promptly so I'll know if I need to file the said motion.

I'm attaching some proof of their agency in hopes that it want be argued to the contrary now. In any case, consider this a friendly reminder, to put U-Haul International, Inc. on notice as an agency Defendant pursuant SCRCP 15(c).

Sincerely Yours,

Charles Taylor
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

U-HAUL AGREEMENT WITH INDEPENDENT DEALERS DOES NOT VIOLATE ANTITRUST RULES

March 9, 2005

PHOENIX -- Based on a review of the agreements between U-Haul Companies and independent dealers, a federal appeals court concluded that the dealers are truly agents, allowing pricing to be determined by the U-Haul Companies.

"This opinion validates the way we do business," said Larry De Respino, U-Haul director of Litigation. "U-Haul Companies and dealers across the nation can continue to provide consumers with the same great products and service, at the lowest cost."

U-Haul Companies conduct the rental business through a network of more than 1,300 company-owned rental centers and about 13,700 independent dealers. The independent dealers typically are hardware stores, storage centers, gas stations and other businesses.

U-Haul was represented by a team of lawyers from the national law firm of Bryan Cave LLP led by Lawrence Scarborough, a partner in the Phoenix office.

"Along with validating the agency relationship," Scarborough said, "the contracts clearly stated that the U-Haul Companies would bear the risk of loss or damage to the equipment, thereby refuting any possibility of coercion on the part of the companies."

The Bryan Cave team that assisted U-Haul in this claim also included Partner Alex Grimsley and Associates Meridyth Andresen, Arindam Kar and Jason Hall.

Bryan Cave is among the 35 largest law firms in the world and has a diversified international practice. The firm represents a wide variety of business, financial, institutional and individual clients, including publicly held multinational corporations, large and mid-sized privately held companies, partnerships and emerging companies. Aided by extensive investments in technology, Bryan Cave's 800 lawyers in 15 offices across the United States, United Kingdom, the Middle East and Asia efficiently serve clients' needs in the world's leading business and financial markets.

For more information, contact
Luis Mocete at 212/541-1141
luis.mocete@bryancave.com

ROA
p.137

p.6
w/ plaintiff's 8-21-15
rule 15(b) motion

PLAINTIFF'S ITEM #1
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

MR. TAYLOR: Are you going to let him answer it?

MR. CULBREATH: He can answer the question. I'm objecting --

MR. TAYLOR: Okay.

MR. CULBREATH: -- to the form.

MR. TAYLOR: All right. Okay.

MR. CULBREATH: I have not instructed him to not answer.

MR. TAYLOR: Okay. All right.

MR. CULBREATH: I've simply objected to the form.

BY MR. TAYLOR:

Q. So my question is are the dealers, which you've said you're a dealer?

A. Uh-huh.

Q. Are you truly agents of U-Haul when renting the trucks to the public?

MR. CULBREATH: Object to the --

THE WITNESS: Yes.

MR. CULBREATH: -- form.

BY MR. TAYLOR:

Q. All right. Who actually own the U-Haul trucks rented to the public in general?

A. Who owns it?

first --

MR. CULBREATH: All right.

MR. TAYLOR: -- before I sign it and send it back to you.

MR. CULBREATH: We'll send you one.

MR. TAYLOR: Okay. Very well.

BY MR. TAYLOR:

Q. My next question is does the agreement with U-Haul spell out who gets what when and how much of the rental money?

MR. CULBREATH: Object to the form. You can answer the question.

THE WITNESS: Okay. We just -- as I stated before, I'm an agent and basically what I do is the paperwork. And, you know, they have, you know, rules, you know, that I've been trained to do the contracts and so it could be a rise --

BY MR. TAYLOR:

Q. With the customer you're talking about?

A. Yes.

Q. Okay. Go ahead.

A. If I didn't fill -- you know, fill the whole thing, won't skip to the other the page, that is part of the contract. And as far we get percentage from the deal. Trailers different than

ROA p.139

p.8 w/ plaintiff's 8-21-15 rule 15(b) motion

Q. Okay. All right. Good enough.

A. Under state rules too.

Q. Okay. How long have you been U-Haul truck rental agents to the public in Sumter? I think you said earlier about four years? I mean --

A. Uh-huh.

Q. Yes? Is that a yes?

A. No. It's almost -- almost three years.

Q. Okay. Okay. About the morning of 6-1-13 -- and when I -- just for clarity as we go forward, when I say 6-1-13 you know I'm referring to the morning that you rented the truck that's at issue in this case?

A. Uh-huh.

MR. CULBREATH: You have to say yes or no, not --

THE WITNESS: Yes.

MR. CULBREATH: -- uh-huh or huh-uh.

THE WITNESS: I'm sorry. Yes.

BY MR. TAYLOR:

Q. Thank you. About the morning of 6-1-13 -- let me begin by asking you do you recall Reginald Morton from that morning?

A. What -- what do you mean recall? Do I know him? Do --

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. Okay. Very well. Thank you.

A. Okay.

Q. So to be clear, the money from the truck rental benefited both you, El Cheapo, and U-Haul; is that correct? In other words, the rental money from that benefited all three of you because all -- all three of you, did you get -- is my question all three of you got a portion of money?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. Let me ask the question. Of that rental money did you, El Cheapo, and U-Haul got part of the money? Regardless to what amount it was, all three of you all got something out of the deal?

A. Well, yeah. I'm an agent. I get commission. I get --

Q. Okay.

A. -- my commission.

Q. And then U-Haul got something out of it and then you -- El Cheapo got something out of it?

A. No. No. Whatever. The commission is -- is for El Cheapo.

Q. Okay.

ROA
p.141
p.10
w/ plaintiff's 8-21-15
rule 15(b) motion

BY MR. TAYLOR:

Q. I see.

A. When it's returned and it's turned back in, then that's it. So we know exactly how much it cost -- and the customer will know exactly how much it cost him since he picked up the truck from A until he drop it at B.

Q. So long story short, you gets a percentage whenever you rent a truck off the rental fee?

A. Correct.

Q. The other portion goes to U-Haul?

A. Definitely.

Q. Okay. Whose rules and guidelines are they, U-Haul's or yours? You operate under whose -- when renting the trucks to the public whose rules and guidelines are they that you operate under, yours or U-Haul's?

MR. CULBREATH: Object to the form. Go ahead and answer the question.

MR. TAYLOR: Pardon me?

MR. CULBREATH: I said I object to the form.

BY MR. TAYLOR:

Q. Go ahead.

A. Well, U-Haul -- basically U-Haul rules.

p.11
w/ plaintiff's 8-21-15
rule 15(b) motion

ROA
p.142

Q. I'm sorry. I apologize.
A. That's all right.
Q. I'm talking about the rental that you rented --
A. Okay.
Q. -- for whatever amount of money. What -- what percentage did you get and what percentage did U-Haul get? Ten percent to you, 90 percent to them?
MR. CULBREATH: Object to the form.
BY MR. TAYLOR:
Q. What percentage of the money went to you and what percentage went to U-Haul? If you don't know, say, "Well, I don't know." If it's a true answer, say, "I don't know." If it's true, say, "I don't know." If you know, then you say you know and tell me what it is.
A. I -- I don't know exactly, but it's --
Q. Okay.
A. The -- the rental goes between 15 to 25.
Q. Okay. All right. All right.
VIDEO OPERATOR: We've got about five minutes.
THE WITNESS: The percentage.
VIDEO OPERATOR: We've got about five minutes on video left before we need to change the

ROA
p.143

p.12
w/ plaintiff's 8-21-15
rule 15(b) motion

tape.

MR. TAYLOR: Okay. Okay. Okay.

BY MR. TAYLOR:

Q. That percentage that you just gave me an about, is that in writing in the agency agreement between El Cheapo and -- I mean, between you and U-Haul? Is that in writing as to what percentage you get or --

A. That's in the contract.

Q. That's in the contract. Okay.

A. That's what -- that's not the -- now, it's not the written contract. That's when we give the license with U-Haul to be presenting -- you know, to be a dealer.

Q. Uh-huh.

A. You know, they'll tell you, okay, to -- if you'll -- if you're going to be a dealer, you'll get this, that, this, that, this, that, et cetera.

Q. Oh, so that's spelled out in that agreement then?

A. Yes.

Q. Okay. Who controls and set all U-Haul rental rates, rental rules, rental policies, et cetera? Do you do that or that's -- let me ask the question again.

don't know." If you know, whose -- who -- whose money did that go to of that particular rental?

MR. CULBREATH: Object to the form. Asked and answered.

THE WITNESS: Okay. If you notice that was a contract and it was paid by a credit card. So all the credit cards -- I mean, all the -- all the credit cards goes to -- to the U-Haul on the contract and they can collect all the deals during the month. At the end of the month they'll tell me, "Okay. You get your commission," so on and so, and it's deposited in their account.

BY MR. TAYLOR:

Q. So on this transaction what was that commission when you did get it?

A. I do a lot of contracts every month. I can't -- I don't --

Q. About? About? About? Give me an about how much on that contract did you get?

A. Well, let's say about --

MR. CULBREATH: Object to the form.

THE WITNESS: -- 15 percent.

BY MR. TAYLOR:

Q. 15 percent? Okay.

MR. TAYLOR: Object to form?

ROA p.145

p.14 w/ plaintiff's 8-21-15 rule 15(b) motion

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER) THIRD JUDICIAL CIRCUIT

RECORDED
2015 SEP 18
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C

CHARLES TAYLOR,) Civil Action No. 2013-CP-43-1808

Plaintiff,)

vs.)

(1) STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7; and)

(2) ROY RAHAL;)

Defendants.)

MOTION TO DISMISS FOR VEXATIOUS CONDUCT

TO: CHARLES TAYLOR, PRO SE PLAINTIFF

Please take notice that the Defendants Roy Rahal and Stop "N" Save, Inc. d/b/a El Cheapo #7 ("El Cheapo") move for an order dismissing Plaintiff's claims with prejudice for repeated, abusive conduct in this litigation. The grounds for this Motion are the Court's inherent power to award sanctions, South Carolina Rule of Civil Procedure 11 and/or South Carolina Rule of Civil Procedure 41(b), and the following misconduct by Plaintiff: (1) prolific and abusive letters to and about Defendants' counsel; (2) name-calling and insulting typecasting; (3) improper conduct with represented parties; (4) failure to cooperate in discovery; and (5) improper filings with the Court.

This Motion is based upon the pleadings and other filings in this case, a memorandum of law and evidentiary submission, and the relevant rules, case law, and statutory authority.

Signature page to follow

GALLIVAN, WHITE & BOYD, P.A.

Gray T. Culbreath
James E. Brogdon, III
1201 Main Street, Suite 1200
Columbia, SC 29201
Tele: (803) 779-1833
Fax: (803) 803 779-1767

Attorneys for Defendants

Columbia, South Carolina

September 17, 2015

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) C/A No: 2013-CP-43-1808
PLAINTIFF)
VS.) **Plaintiff's Notice**
(1). STOP "N" SAVE, INC.) of timely requested ***copies***
d/b/a) of defense witness deposition
El Cheapo Plus #7 and) from defendants to timely prepare
) for upcoming trial--they refuse
(2). ROY RAHAL;)
DEFENDANTS)

RECORDED
2015 MAY 28 PM 2:02
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

To The Court; and to The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS HEREIN ABOVE:

Plaintiff's Notice:

(1).That, on 4-24-15 Defendants took the video deposition in Baltimore, Maryland of drug dealer and bail jumper (from S.C. to Maryland) Reginald Morton & Odell Morton as Defendants' witnesses in this case; and

(2).That prior to that, Plaintiff notice Defendants that, because of health reasons, he could not attend etc., but to provide him a stenographic & video copy of the depositions when done so he could timely prepare his case for the upcoming trial etc.; and

(3).That Defendants refused to provide copies to Plaintiff and that, once again, the same was timely requested from Defendants in a letter dated May 7, 2015—*see exhibit A attached* and

(4).That Defendants still refused; therefore--this is to notice this fact to the court, as part of Plaintiff's Opposition (memorandum filed 4-29-15) to Defendants using such depositions at all--in any manner in this case-at trial or otherwise; for the foregoing reasons, but for others-moreover, in said memorandum filed; All done in violation of the applicable SCRCP in general and more specifically under SCRCP 30.

Respectfully Submitted

CHARLES TAYLOR, PLAINTIFF
332 MYRTLE BCH HWY SUMT SC 29153
803-609-7990

Sumter, South Carolina

May 26, 2015

May 7, 2015

To: Mr. James E. Brogdon, III, Esq.
PO Box 7368
Columbia, S.C. 29202

EXHIBIT
A

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Mr. Brogdon:

Once Again; I kindly ask that Defendants provide me video & stenographic copies of the depositions taken of their witnesses--drug dealer & bail jumper (from S.C. to Maryland) Reginald Morton & Odell Morton on April 24, 15 in Baltimore, Maryland; albeit; done in violation of applicable SCRCP esp. rule 30(c); so that I can--timely and properly--prepare my case for the upcoming trial.

As Defendants well know, by copy of the 4-1-2015 letter attached, I requested the name and address of the court reporter-person-who was to administer the oath and the videographer, so that I could contact them directly, for same, or otherwise-if needed, etc., but Defendants refused; re here again.

I am hereby putting Defendants on notice, that, their continuous refusal will fatally prejudice my case if I do not receive the copies--in a timely manner--to prepare my case for the upcoming trial.

Sincerely Yours,

Charles Taylor,
Plaintiff;

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

April 1, 2015

Mr. James E. Brogdon, III., Esq.
Mr. Gray T. Culbreath, Esq.
P O Box 7368
Columbia, S. C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Taylor v. U-Haul, et al.

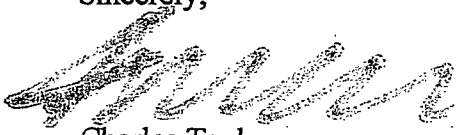
Dear Sir:

If I may, this is just a friendly reminder, to copy me with any-all correspondences and/or a letters about any oral communications, whatsoever, with, anyone, outside of your clients-(defendants), as to any matter re this litigation.

I understand from your intent to video deposition Odell Morton and Reginald Morton, before any officer who would video such and administer the oaths, that you would have necessarily had to communicate with them prior to, and I should have been copied accordingly as stated in the 1st paragraph above. I would just ask that you see to this in the future. Also, please include the name and address in any official notice of the person who is to administer the oath at Morton's depositions as well as the same for the video cameraman.

Just so you will know, I will want, per the rules, the video and transcribed stenographic-plaintiff's copy, so as to prepare for perjury prosecutions of Odell Morton, et al., if he perjurs himself, & in the case of Reginald Morton, if / when he perjurs himself--**again**--as he has already done, in his previous interrogatory answers: **As for 1 example--*see attached*--& everyone knew it, beforehand, or now for sure, if not previously!; Of course, if they tells the truth, and I know we all want that, then there is nothing to worry about!!**

Sincerely,



Charles Taylor,
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309.)

RECORDED
2015 AUG 20 PM 2:34
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
)
PLAINTIFF)
VS.)
)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
DEFENDANT)

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

Plaintiff's notice to the Court
re: Judge James' 7-8-15 Order

To The Court; and The Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

Plaintiff's notice to the Court re Judge James' 7-8-15 order:

(1).That as the order instructed what to do, so as to complete discovery by September 11, 2015; Plaintiff--re stat. conf.--lettered Defendants 7-3-15 for available time to depose them; **ex. p.2 attached;**

(2).That there was no reply; & therefore on 7-16-15; (after considerable time coordinating between court reporter & for deposition space at the old court house across the street, 8/5/15 was okayed); and Defendants was noticed; **exhibit p.3 and p.4 attached;**

(3).That **again** on 7-21-15 and 7-27-15, in letters to Defendants, **8/5/15** was noticed, **ex. p.5-6 attached;**

(4).That on 8/5/15, Plaintiff was there at the noticed time and place p.3-4; but Defendants failed to appear; and that accordingly; Plaintiff thus files this notice with the court for the court-record.

Respectfully Submitted;

CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 609-7990

Sumter, South Carolina
August 14, 2015

July 3, 2015

To: Gray T. Culbreath, Esq.
P O Box 7368
Columbia, SC. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. U-Haul, et al.

Dear Mr. Culbreath:

Continuing in the spirit of civility and corporation per our 7-1-15 status conference w/d Judge James:

Hope you enjoy your 4th holiday weekend. If you don't mind, please let me know, promptly, all times you have available for my choosing to depose, Defendant Roy Rahal, beginning July 13, 15 through July 24, 15. For good measure, you can list your available times for same, 8-5 to 8-27, 2015. I'll promptly confirm 1 such date after confirming same w/ my court reporter & old courthouse re: space.

I anticipate no more than, 9am to 5pm or much less, to complete my deposing Mr. Rahal. I intend to ask him relevant and necessary questions only, to try this case & no more, in order to get this case ready for trial. I am arranging the same place & to provide my own court reporter this time.

If any question on these matters, please let me know and we will try to work them out among ourselves.

Sincerely Yours,

Charles Taylor
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

STATE OF SOUTH CAROLINA) COUNTY OF SUMTER) CHARLES TAYLOR) PLAINTIFF) VS.)) (1). STOP "N" SAVE, INC.) d/b/a) El Cheapo Plus #7 and) (2). ROY RAHAL;) DEFENDANT)	IN THE COURT OF COMMON PLEAS 3rd JUDICIAL CIRCUIT C/A No: 2013-CP-43-1808 **Plaintiff's Notice of Reconvening Deposition** of Defendant Roy Rahal by 7-8-15 Court Order

To the Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

YOU WILL PLEASE TAKE NOTICE that pursuant to applicable SCRCP & the Court Order of 7-8-15; Plaintiff will reconvene the taking of Defendant Roy Rahal's deposition as below indicated:

DEPONENT:	Roy Rahal
DATE:	Wednesday, August 5, 2015
TIME:	10:00 am
LOCATION:	Old Sumter County Courthouse Rm 209 141 N. Main St. Sumter SC. 29150

The witness is commanded to produce all things previously demanded, (especially those attached), if not yet provided to Plaintiff by above deposition date. Defendant Roy Rahal will be questioned as to any/all matters within his knowledge relevant the subject case. You are hereby notified to appear & take part as you may deem advisable and is fit and proper in accordance with SCRCP.

Respectfully Submitted;

CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 (609-7990)

Sumter, South Carolina

July 16, 2015

STATE OF SOUTH CAROLINA COUNTY OF SUMTER CHARLES TAYLOR PLAINTIFF VS. (1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and (2). ROY RAHAL; DEFENDANT	IN THE COURT OF COMMON PLEAS 3rd JUDICIAL CIRCUIT C/A No: 2013-CP-43-1808 **Plaintiff's Notice of Taking Defendant** Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 (owner Zaher Mohammad or agent manager Roy Rahal) **DEPOSITION SCRCP 30(b)(6)** by 7-8-15 Court Order of the Honorable Judge James

To the Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) &
James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

YOU WILL PLEASE TAKE NOTICE that pursuant to SCRCP 30(b)(6) & the Court Order of 7-8-15 of the Hon. Judge James; Plaintiff will take Deposition of Defendant as indicated below:

DEPONENT: Stop "N" Save, Inc. d/b/a El Cheapo Plus #7--(owner Zaher Mohammad or agent, employee, manager, Roy Rahal)
DATE: Wednesday, August 5, 2015
TIME: 10:00 am--immediately following individual Defendant Roy Rahal's
LOCATION: Old Sumter County Courthouse Rm 209 141 N. Main St. Sumter SC. 29150
EXAMINATION: Will be as stated in the paragraph below.

The witness is commanded to produce all things previously demanded, (especially those attached), if not yet provided to Plaintiff by above deposition date. That subject Defendant will be questioned as to any/all matters within their knowledge relevant the subject case. You are hereby notified to appear and take part as you may deem advisable and is fit and proper in accordance with SCRCP.

Respectfully Submitted;

CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 (609-7990)

Sumter, South Carolina
July 16, 2015

July 21, 2015

To: Gray T. Culbreath, Esq.
P O Box 7368
Columbia, SC. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: C/A: 2013-CP-43-1808-Taylor v. Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 & Roy Rahal.

Dear Mr. Culbreath:

Continuing in the spirit of civility and cooperation per our 7-1-15 status conference w/d Judge James:

As to my notice to depose (8/5/15) the above Corporate Defendant-spokesperson-former Manager Roy Rahal or Owner Zaher Mohammad, please let me know by 7-25-15 which you will produce to answer for the corporation; or I'll assume it will be Rahal-*because*-he has answered & otherwise spoken for the corporation from beginning up to his 6-2-15 deposition by own admission-*attached.*

Sincerely Yours,

Charles Taylor
Plaintiff
w/ 3p attached

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

RECORDED
2013 OCT -7 PM 4:27
JANICE J. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEA

COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT

CHARLES TAYLOR) C/A No: 2013-CP-43-1808

PLAINTIFF)

vs.)

(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)

DEFENDANTS)

Plaintiff's for @ Hearing
10-14-15
MEMORANDUM

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS-REPRESENTING DEFENDANTS ABOVE

Plaintiff's for @ Hearing 10-14-15 Memorandum to Affirm as Follows:

1.That re Plaintiff's 6-15-15 Summary motion-Plaintiff, (*for health reasons*)-(*here at the hearing*), wish to make no further argument for this motion, other than to restate verbatim-all of that which is already stated in Plaintiff's;

(a).6-9-14 amended complaint; and

(b).6-15-15 dispositive summary judgment motion; and

(c).6-24-15 to 9-25-15 supporting dispositive memorandums #1 through #10; and

(d).9-25-15 final dispositive brief; and

(e).10-5-15 memorandum of facts & law; and

(f).10-6-15 this @ hearing memorandum & (*a-f to be plaintiff's verbatim hearing exhibits* for sum. judg.); &

ROA
p.156

2.That re Plaintiff's 8-3-15 Sanction Motion under SCRCP 11 & under SC Section 15-36-10; Plaintiff wish to make no further argument for this motion, other than to restate verbatim, all of that which is already stated in Plaintiff's;

(a).8-3-15 sanction motion; and

(b).9-14-15 amendment 1st; and

(c).9-18-15 amendment *esp.* 2nd; & (*this a-c to be plaintiff's verbatim hearing **exhibits** for this motion*); &

3.That re Plaintiff's 9-17-15 Sanction Motion under SCRCP 33 and under the 7-8-15 Scheduling Order; Plaintiff wish to make no further argument for this motion, other than to restate verbatim, all of that which is already stated in Plaintiff's;

(a).9-17-15 motion for sanctions; & (*this to be plaintiff's verbatim hearing **exhibit** for this motion*); and

4.That re Plaintiff's 8-21-15 Motion for Leave to Amend Complaint Pursuant to SCRCP 15(b-c); Plaintiff wish to make no further argument for this motion, other than to restate verbatim, all of that which is already stated in Plaintiff's;

(a).8-21-15 motion for leave to amend; & (*this to be plaintiff's verbatim hearing **exhibit** for this motion*); &

The Above re Plaintiff's 4 Motions
The Below re Defendants' 4 Motions

5.That re Defendants' 5-12-15 amended Summary Judgment Motion; Plaintiff wish to make no further argument against it, other than to restate verbatim, all of that which is already stated in Plaintiff's;

(a).5-19-15 amended reply thereto & in #1-4 above; & (*all these to be plaintiff's verbatim hearing exhibits against this Defendants' summary motion*); and

6.That re Defendants' 4-29-15 Motion for Sanctions / Costs; Plaintiff wish to make no further argument against it, other than to restate verbatim, all of that which is already stated in Plaintiff's;

(a).5-4-15 reply thereto; and

(b).10-5-15 updated reply thereto & in #1-4 above; & (*all these to be plaintiff's verbatim hearing exhibits against this Defendants' sanction/cost motion*); and

7.That re Defendants' 9-17-15 Vexation Motion; Plaintiff wish to make no further argument against it, other than to restate verbatim, all of that which has already been stated in Plaintiff's;

(a).9-21-15 reply thereto; and

(b).10-5-15 updated reply thereto & in #1-4 above; & (*all these to be plaintiff's verbatim hearing exhibits against this Defendants' vexation motion*); and

8.That re Defendants' Motions for Protective Orders; Plaintiff wish to make no further argument against those, *other than to restate verbatim*, all of that which has already been stated in Plaintiff's; (a).withdrawal 10-5-15 of reasons for those–to forthwith eliminate those *useless* motions at this juncture.

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy-Sumter SC. 29153—609-7990

Sumter, South Carolina
October 6, 2015

Note 1: That Plaintiff will try to rebut anything new or surprise from Defendants that Plaintiff did not have a chance to address beforehand; as they usually do–by brief–few days before hearing so Plaintiff gets little–to no chance–to adequately prepare & file-an effective full throttle reply; (*that such is akin to the reasons for #3 on p.2 above*); &

Note 2: That Plaintiff believe mediation would now be fruitful whenever & if the court orders it; &

Note 3: That as to #1 on p.1 (*brackets*) Plaintiff did not attach any (*health reason photos*) because the latest (*including surgery ones*) are really not pleasant to see–unless the court asks to see such–**& some guidance maybe needed *b4 trial* on how best to present such to a jury for said reasons.**

RECORDED
2015 JUN 15 PM 4:33
JANICE L. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA COUNTY OF SUMTER CHARLES TAYLOR PLAINTIFF **vs.** (1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and (2). ROY RAHAL; DEFENDANTS	IN THE COURT OF COMMON PLEA 3rd JUDICIAL CIRCUIT C/A No: 2013-CP-43-1808 Plaintiff's 6-15-15 Notice And Motion for Summary Judgment on: (1).liability; (2.property & 3.IIED damages) **& Same Opposing Defendants' Summary Motion**

TO: THE ABOVE NAMED DEFENDANTS VIA THEIR COUNSELS:

The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

You will please take notice the undersigned Plaintiff, Charles Taylor, will move before the presiding judge of the 3rd Circuit on the 10th day after service hereof or as soon thereafter as he may be heard or at such time & place as may be set by the Court, for an order under SCRCP-56-granting summary judgment in Plaintiff's favor on his claim(s) against Defendants; & Denying Defendants Summary Motion. This motion is based on the following grounds:

(1).Plaintiff's claim(s) against Defendants, arises out of Defendants above, getting together with, and renting a U-Haul Truck to, a third party drug dealer and bail jumper Reginald Morton, w/ no driver's license, & assisting him in forging father's name on the U-Haul truck rental documents, in a drug deal. He-Reginald Morton, was just then fresh out of jail on bail, for having committed yet another crime; when he, w/ said truck, went & intentionally damage plaintiff's house; seething mad & looking for revenge because Plaintiff had the Hon. Judge Kristy F. Curtis evict them for non-rent payment, and for his drug dealing, and illegal gun running, from Plaintiff's house, rented to them. From & out of the above, **caused** all Plaintiff's damages detailed in the 6-9-14 amended complaint.

ROA
p.159

(2).That the Federal Transportation Equity Act-(known as the "*Graves Amendment*")-copy p.7 attached; became effective 4-10-05; & (except in cases involving "*negligence*" **and** "*criminal wrongdoing*" ***as in this case***); otherwise abolished vicarious liability against owners & leasers of motor vehicles as set forth in 49 U.S.C.A. 30106; again; see copy p. 7 attached.

(3).That to avoid liability, Defendants argued (**PERJUROUSLY!!**) from beginning 10-9-13 to 6-2-15 (date of Defendant Roy Rahal's deposition), that he did not rent the U-Haul Truck to drug dealer & bail jumper Reginald Morton--that Rahal rented truck to father-*hence the forgery p.1*; & they might've gotten away with that story, **But,** Defendant Roy Rahal--warned before of the penalty for perjury in South Carolina--(up to 10 years in state penitentiary)--got cold feet and in order not to perjure himself-again, backed out & admitted it all in his-(**Video-depo-Taped**)-that-yes-he rented the U-Haul as stated in para. #1 above--to drug dealer & bail jumper Reginald Morton with no license, etc., & knew it--& all those arguing to the contrary knew it was false--but did it anyway—violating sc 15-36-10.

(4).That brings us now to their 1st present defense-(i.e.)-item #1 in their present summary motion, misquoting, misarguing, misstating & misrepresenting the, *graves amendment*, before this court, and knows it-see p.7. Also-this defense is not in Defendants' amended 7-14-14 answer as required by SCRCP 12(b). Furthermore, to the extent that the Defendants are planning to argue for summary judgment pursuant to the "*graves amendment*"; all else not withstanding; they've done that earlier before Judge Young back at the 1st 6-2-14 & 9-8-14 motion hearings in this case; neither was granted.

(5).Therefore, Plaintiff argues that; the plain language and reading of the, "*graves amendment*", again; copy p.7 attached herewith; shows automatic-prima facie--**liability**--to these Defendants herein above--EXTENDING to U-HAUL-via *now*-UNDISPUTED AGENCY--re: para. #1 above.

(6).That no one can honestly deny-that renting, almost anything, let alone a big 10 ton U-Haul moving truck--intentionally--to such a person w/ no driver's license = *criminal conduct*--so says--SC Law; ***See sections on p.8 attached.*** Thus-it's automatic & prima facie, *gross negligence*= ***Liability to Defendants (vicariously p.7) for Reginald Morton caused damages*** & **their own as in p. 17-20 attached.**

(7).That bring us now to their 2nd present defense-(i.e.)-item #2 in their present summary motion, once again, misquoting, misarguing, misstating & misrepresenting, Plaintiff's **"IIED"** claim as a claim for "Personal Injury" which they know are two different torts requiring two different kinds of proof, & that as to the IIED claim, expert testimony, for causation, **is not** a prerequisite by law to recovery as Defendants claim. Courts have held **causation** can be found where emotional distress was either the intended or the "primary consequence" of defendants conduct, or where there is a "high probability that the defendants' conduct would inflict severe emotional distress". **(see p's 17-20).** *The testimony of the claimant alone, if sufficiently specific, may be enough to meet the burden of proving an actual injury* ***caused*** *by the defendant. see, e.g., Webner v. Titan Distribution, Inc., 267 F.3d 828, 836-37 (8th Cir. 2001)-(holding that a reasonable jury could've found that plaintiff was entitled to compensatory damages even though the only evidence he presented was his own testimony, that immediately after he was terminated, he felt "empty" like he lost his best friend and, that there was "a hole in his chest", despite the absence of medical, or* ***expert*** *evidence, a plaintiff own testimony may provide ample evidence when heard in combination with the other circumstances surrounding the plaintiff's termination); Mathieu v. Gopher News Company, 273 F.3d 769, 782-83 (8th Cir. 2001) (testimony by a former customer services manager that he lost his job of thirty-four years, was forced to reduce his standard of living, & had become depressed was sufficient, to support a jury's award, of $165,000.00 for emotional distress, despite the fact*

that he did not offer ***expert*** *testimony; the testimony of a medical* ***expert,*** *is not a prerequisite for recovery for emotional harm and a plaintiff's own testimony, along with the circumstances of a particular case, can suffice to sustain the plaintiff's burden*). *See also Price v. City of Charlotte, 93 F.3d 1241, 1254 (4th Cir. 1996), cert. denied, 520 U.S. 1116 (1997) (based on a comprehensive survey of circuit case law, the court concluded that "a plaintiff's testimony, standing alone, can support an award of compensatory damages for emotional distress"); Williams v. Trader Publishing Co., 218 F.3d 481, 486 (5th Cir. 2000)--(upholding a jury award of $100,000.00 where plaintiff "testified specifically as to her emotional distress due to the [sex discrimination] discharge from her position [with defendant] resulting in sleep loss, beginning smoking & severe loss of weight"; "[s]uch evidence, although solely the testimony of the plaintiff, is sufficiently specific to support the jury's determination of compensatory damages"). But cf. Brady v. Fort Bend County, 145 F.3d 691, 720 (5th Cir. 1998) ("when a plaintiff's testimony is particularized and extensive, such that it speaks to, the nature, extent, and duration, of the claimed emotional harm, in a manner, that portrays, a specific, and a discernable injury, then that testimony, alone, may--be--sufficient";* But even if such was required, it would be required to be proven at (jury trial--this case) which Plaintiff could and would do, if it was a prerequisite under the law, but as stated above, it is not.

(8).Thus-unless defendants come up w/ a plausible defense other than in para.3,4,7 above-before hearing, Plaintiff's entitle to at least sum. Judg. re Defendants (1).**liability** on the gross negligence property claim.

(9).That in any case--as to Plaintiff's (2).property & (3).IIED: **liability** & **damages**; just as pled for in 6-9-14 amended complaint; Plaintiff argues & move the court also, that same be deemed established; & sum. Judg. awarded-whole or part--**grounds** being that-counsel at Rahal's 6-2-15 deposition, abruptly, &

ROA
p.162

illegally objected at the critical moment of Defendant Roy Rahal's answer that; *if he had the funds, he would have paid Plaintiff's damages* (i.e.) *admitting that they are liable and owe such to the Plaintiff;* thus defense counsel, anticipating that answer, panic, and abrupt objected---violating (SCRCP 30-j-3-4), in preventing that answer & further prevent Defendant from answering subject question-s threatening more objections; as the coming transcript will show; & these-are the grounds for Plaintiff moving the court as just stated in this paragraph; re: also **SCRCP 37(b)(2)A-C**; for penalties. Alternatively-after **liability**-Plaintiff still entitle to summary property damages re--p.17-20 *esp. para.13.* & Plaintiff move for sum. Jud. in his favor (or jury trial) on **liability** re his IIED claim re: same p.17-20. & Plaintiff want jury trial on **damages** re his IIED claim-if not summary judg for prayed amount. & Plaintiff wants a jury trial on-**punitive damages**-re: both his Gross Negligence & IIED claims.

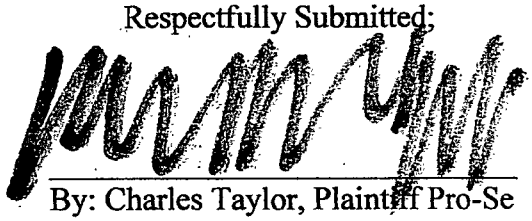
(10).That to the extent, the defense, to support their summary motion, will attempt to use and rely on any part of drug dealer and bail jumper (from S.C. to Maryland-where he still hides out from SC. Law and Bail bondsman-see **p.9 attached**) Reginald Morton & Odell Morton's depositions that was taken up there in Baltimore 5-24-15; Plaintiff strongly objects to such; not only being used and relied on in support of their summary motion here; but object to such being used in this case in any manner at all-regardless; **because**; said depositions were done in violation of SCRCP 30(c) etc., as further detailed in Plaintiff's Memorandum filed 4-29-15 (exhibit here) in opposition to same stated; mainly, but not only, in effect, what they did was to prevent Plaintiff from any cross examining drug dealer & bail jumper Reginald Morton & Odell Morton; which cross examination Plaintiff had an absolute right to. *See: State v. Short, 332 N.C. 783, 791 (1988)(quoting Citizens Bank & Trust v. Reid Motor Co., 216 N.C. 432, 434 (1939); in pertinent part; that the right to cross-examine is "absolute and not just merely a privilege," and that its denial is "prejudicial and fatal error."*

(11).Thus; for all the foregoing reasons herein & herewith, together with the pleadings & other *relevant* filings, all on file, & further together w/ any other matter submitted prior to or at the summary motion hearing, Plaintiff believe he's entitled to summary judgment as said; on said grounds, as a matter of law; & defendants' summary motion should be denied for all of the same.

(12).**Further, Plaintiff move the court for fees & costs–sc. 15-36-10–incurred in litigating & suffering the consequences of their PERJURY defense as stated in *para. 3 above*, from 10-9-13 to present; which prevented an earlier resolution of the case, the obvious purpose of the perjury defense. Furthermore-BUT FOR-the perjury defense, Plaintiff's suffering p.10-20 (not limited thereto) would have been less-if at all. Deposition being ordered to verify pertinent Rahal testimony-IF-disputed.**

Such fees & costs want be sought-If by the hearing of this motion-the perjury defense & subsequent damages are the basis of an independent action for independent damages against Defendants.

Respectfully Submitted;



By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy
Sumter, South Carolina 29153
803-609-7990

Sumter, South Carolina
June 22, 2015

1.Note: That a few of the results, of drug dealer & bail jumper Reginald Morton, & Defendants' severe IIED and Physical Distress inflicted on Plaintiff 6-1-13 to present--are attached as; **p.10-20.**

PLAINTIFF'S MEMORANDUM OF LAW

re-Vicarious Liability of Defendants Stop "N" Save, Inc. *d/b/a* El Cheapo Plus #7 & Roy Rahal;

re: "The-*Graves Amendment*"

Graves states in pertinent part that: [a]n *owner of a motor vehicle that rents or leases the vehicle to a person (or an affiliate of the owner) shall not be liable under law of any State or political subdivision thereof, by reason of being the owner of the vehicle (or an affiliate of the owner), for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease*--IF; (1).the owner (or affiliate of the owner) is engaged in the trade or business of renting or leasing-& (2).**there's no negligence or criminal wrongdoing on the part of the owner (or an affiliate of the owner), 49 U.S.C. 30106(a.);**

In the instant case, the above Defendants; ***Gross*--negligently & criminally & knowingly;** aided & abetted license less drug dealer R. Morton (*page 9 attached*) breaking sc. crim. law--including--but not limited to; sc sec 56-1-440; in unlawfully renting him a truck to drive w/ no valid drivers license; and that the end result **is** the Plaintiff's damages as detailed in the 6-9-14 Amended Complaint. **Thus Defendants above *are not* protected by the *"Graves Amendment"* from *vicarious liability* as they claim now--or then on 6-2-14 and 9-8-14 (neither was granted) at motions hearings.**

6.That the title of *South Carolina's* law violated was: *Title 56; Chapters 1, Drivers License, Article 1, General Provisions;* which among other things, provide specifically—in relevant part-s:

a. ***Section 56-17-10*** *Willful failure to purchase license in violation of law*——**(from Chapter 17)**
A person required by a provision of law or by regulation to purchase a license, who willfully fails to purchase a license, in addition to other penalties provided by law.

b. ***Section 56-1-20*** *Driver's license required; surrender and disposition of out of state license.*
No person, shall drive any motor vehicle upon a highway in this state unless such person has a valid motor vehicle driver's license issued to him under the provisions of this article. No person shall receive a motor vehicle driver's license unless and until he surrenders to the Department of Motor Vehicles all valid operator's licenses in his possession issued to him by any other state. All surrender licenses shall be returned by the Department to the issuing department, agency, or political subdivision. No person shall be permitted to have more than one valid motor vehicle driver's license or operator's license at any time.

c. ***Section 56-1-500*** *Penalties for violating this article.*
It is a misdemeanor for any person to violate any of this article unless such violation is by this article or other law of this state declared to be a felony.

d. ***Section 56-1-440*** *Penalties for driving without a valid driver's license in South Carolina.*
A person who drives a motor vehicle on a public highway of this state without a valid driver's license in violation of sec. 56-1-20 is guilty of a misdemeanor.

e. Section 56-1-580 *Unlawful to permit unauthorized person to drive.*
No person shall authorize or knowingly permit a motor vehicle own by him or under his control to be driven upon any highway by any person who is not authorized to do so by this article or in violation of any of the provisions of this article. **Re: Defendant's responsibility.**

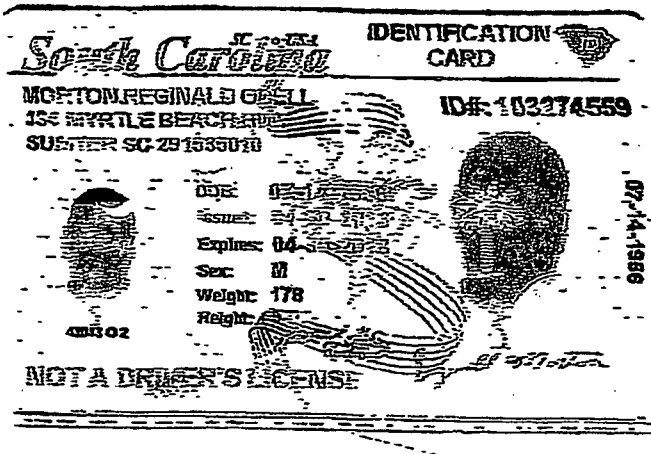
f. ***Section 56-1-510*** *unlawful use of license. It is a misdemeanor;*
(2).to lend his driver's license to any other person or knowingly permit the use of it by another.
(3).to display or represent as one's own driver's license or any driver's license acquired in violation of this section.
(7).to do any act forbidden or fail to perform any act required by this article.

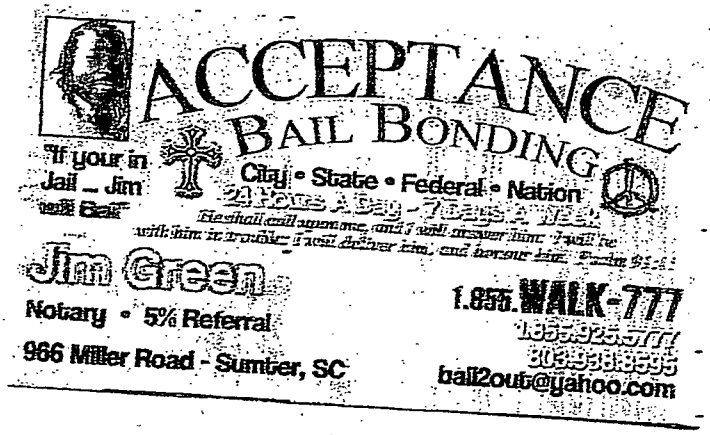
g. ***Section 56-1-515*** *Unlawful use of another's license.*
(2).it is unlawful for any person to use a motor vehicle driver's license not issued to that person.
(4).any person violating the provisions of subsection (2).is guilty of a misdemeanor.

Article 2

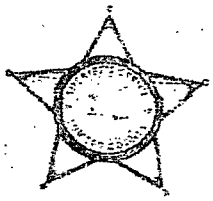
h. ***Section 56-1-620***
(2). The violation of a law or ordinance is, *evidence*, that the violator engaged in conduct which is likely to endanger the safety of persons and property.

Reginald Morton.





The ones wanting to get their hands on Reginald Morton. He was bailed out of jail, got that u-haul truck who license damaged plaintiff's house property as stated; mad because they were being evicted;



SGT. TRIPP MAYS
CRIMINAL INVESTIGATOR

Sumter County Sheriff's Office
107 East Hampton Avenue
Sumter, South Carolina 29150

Office: (803) 436-2012
Cell: (803) 983-4776
tmays@sumtercountysc.org

PLAINTIFF'S ITEM #36
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

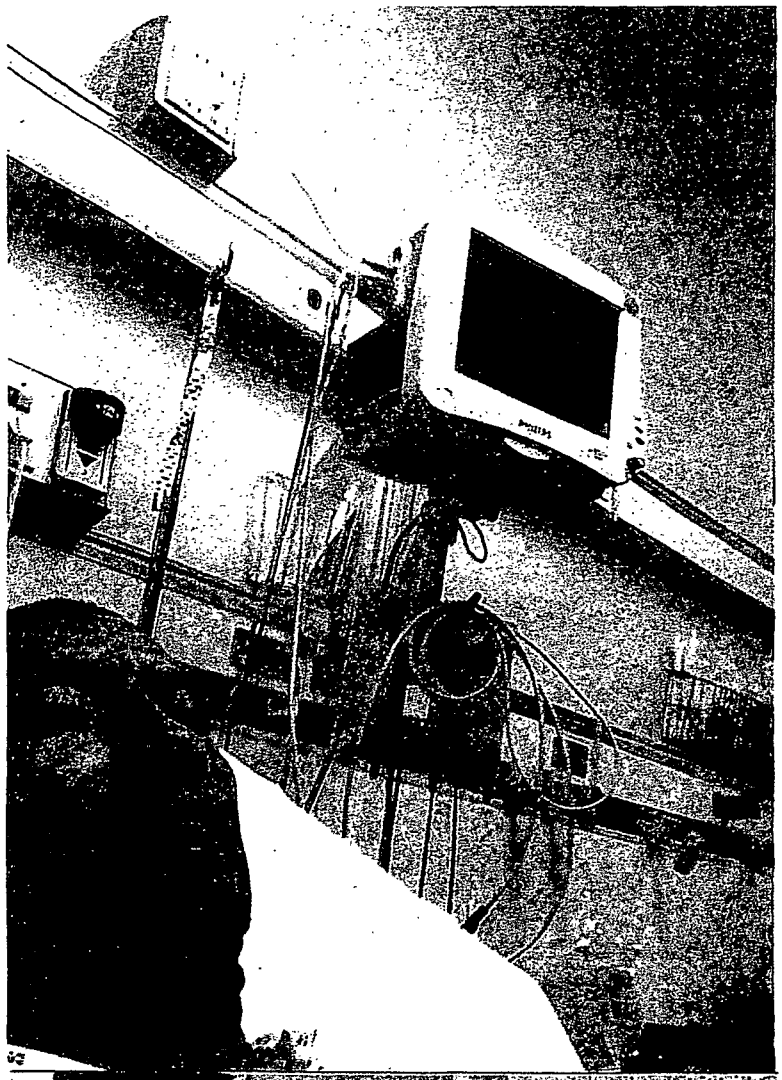
p.9 w/ plaintiff's 6-22-15 memorandum supporting his summary judgment motion

Loaded their stuff & jumped bail from SC to Maryland

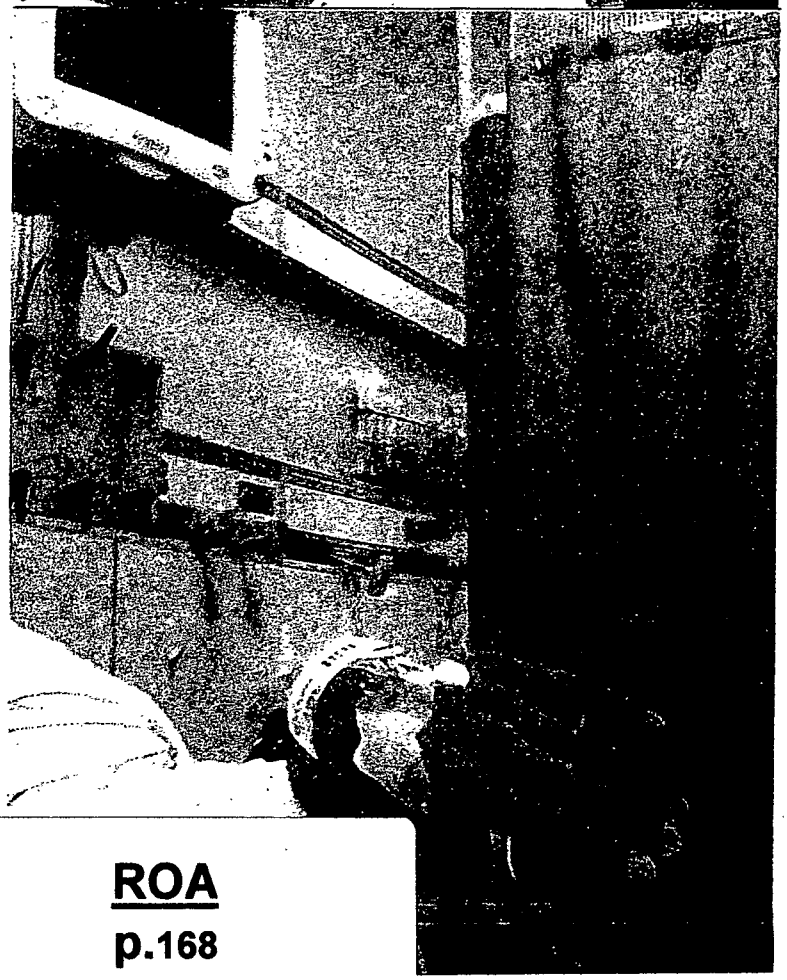
Morton wasn't to leave SC while out on bail for committing another crime

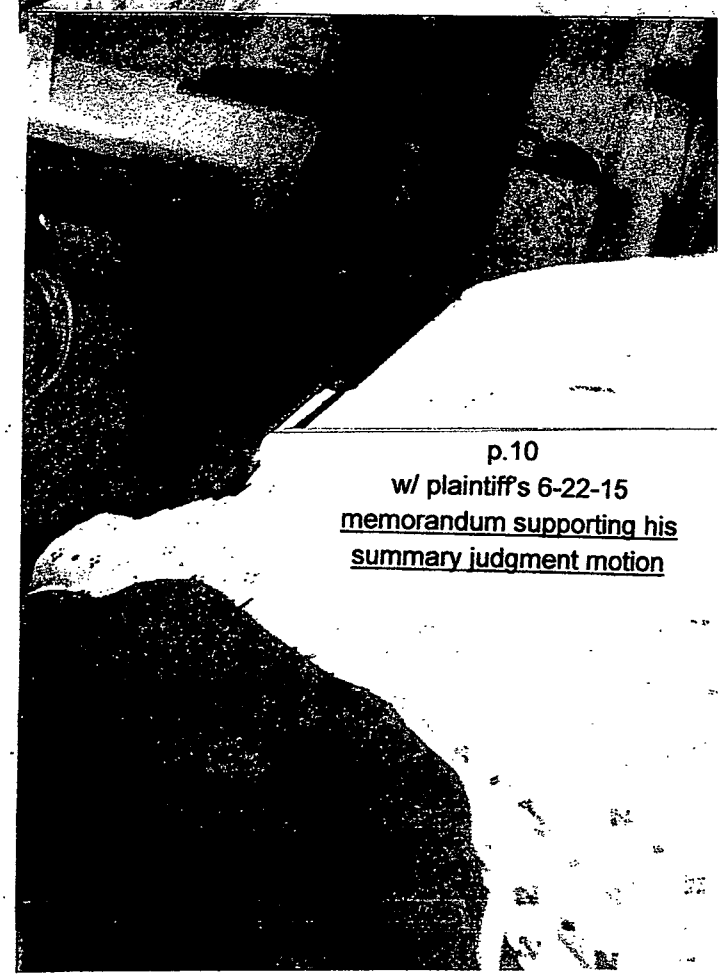
ROA

p.167









p.10
w/ plaintiff's 6-22-15
memorandum supporting his
summary judgment motion

Lexington Medical Center

SUMTER CARDIOLOGY

540 Physicians Lane, Sumter, SC 29150
Phone: 803-778-1941 Tax ID # 57-0874077

C. West Jacocks, IV, M.D
Mitchell W. Jacocks, M.D
Leslie A. Beben, P.A.

CPT 4	✓	OFFICE SERVICES	FEE
99212		Brief Office Visit	
99213		Office Visit	
99214		Detailed Office Visit	
99215		Comprehensive Office Visit	
99202		Initial Exam, Limited	
99203		Initial Exam, Brief	
99204		Initial Exam, Comprehensive	
99205		Initial Exam, High Comp.	
99243		Brief Consultation	
99244		Consultation	
99245		Consultation, High Risk	
99211		Nurse Visit	
G8553		E-Prescribe	

CLINICAL TESTS	
83880	BNP
93000	Electrocardiogram
93701	ICG
93293	Pacemaker/Reprogram (Single)
93280	Pacemaker/Reprogram (Dual)
85610	Protime
93015	Treadmill

CARDIOLOGY	
Abnormal EKG	794.31
Abnormal Stress Test	794.30
Acute Myocardial Infarction	410.90
Anemia	280.0
Angina	413.9
Aortic Insufficiency	424.1
Aortic Stenosis	396.0
Arrhythmias	427.9
Atrial Fib	427.31
Atrial Septal Defect	745.5
Atypical Chest Pain	786.51
Cardiomyopathy	425.4
Carotid Stenosis	433.10
Chronic Obstructive Pulmonary Disease	491.20
Claudication	442.3
Congenital Heart Defect	746.9
Congenital Heart Disease	746.3
Congestive Heart Failure	428.0
Coronary Artery Disease	414.01
CVA	436
Deep Vein Thrombosis	453.42
Diabetes Mellitus	250.00
Dizziness	780.4
Dyspnea/Cardiac	428.1
Edema	782.3
Fatigue, Weakness	780.79
HCVD	402.10
Heart Murmur	785.2
Heart Valve Replacement	V43.3
Hyperlipidemia	272.4
Hypertension, Controlled	401.1
Hypertension, Pulmonary	416.0
Hypertension, Uncontrolled	401.0
Hypotension, Orthostatic	458.0
LBBB	426.3
Malfunction Defibrillator	996.04
Malfunction Pacemaker	996.01
Mitral Insufficiency	396.3
Mitral Regurgitation	424.0

CARDIOLOGY	
Mitral Stenosis	394.0
Mitral Valve Prolapse	394.2
Palpitations	785.1
Pericardial Effusion	423.9
Pericarditis	420.9
Peripheral Vascular Dis.	443.9
Pre-Op Cardiovascular Exam	V72.8
Pulmonary Emboli	415.1
PVCs	427.6
RBBB	426.4
Sick Sinus Syndrome	427.8
Supraventricular Tachycardia	427.0
Syncope	780.2
Tachycardia	785.0
Tobacco Dependence	305.1
Transic Ischemia Attack	435.9
Other	

SCHEDULE

Labs
Holter Monitor
Event Monitor
2-D Echo
Aorta U/S
LE Segmental
Carotid Study
Arterial Study
Venous Study
Catherization
Treadmill
PEST
Nuclear Stress
Other

Patient Information

Ticket#:34177981
Pat#:2121588 ST
Chart#: 25.00
Prior Diagnoses:
401.1
272.4
786.50

Date	Group · Dept.	Doctor	Time	Today's Charge
06/11/15	98	JACOCKS MD, MITCHE	03:30P	

Patient	D.O.B.	Sex	Soc. Sec. #	Prior Balance
CHARLES E TAYLOR	10/08/55	59 M	XXX-XX-XXXX	0.00

Responsible Party: CHARLES TAYLOR
332 MYRTLE BEACH HWY
SUMTER, SC 29153
803-609-7990

Location: SUMTER CARDIOLO — Patient / Insurance: 1361.00
Reason For Visit: MYOVIEW STRESS TES
Referring Doctor: JACOCKS MD, MITCHELL

Current	Over 30 Days	Over 60 Days	Total Due	Today's Payment
0.00	0.00	0.00	0.00	0

Diagnosis

Return Appointment:

_____ days _____ weeks _____ months _____ PRN

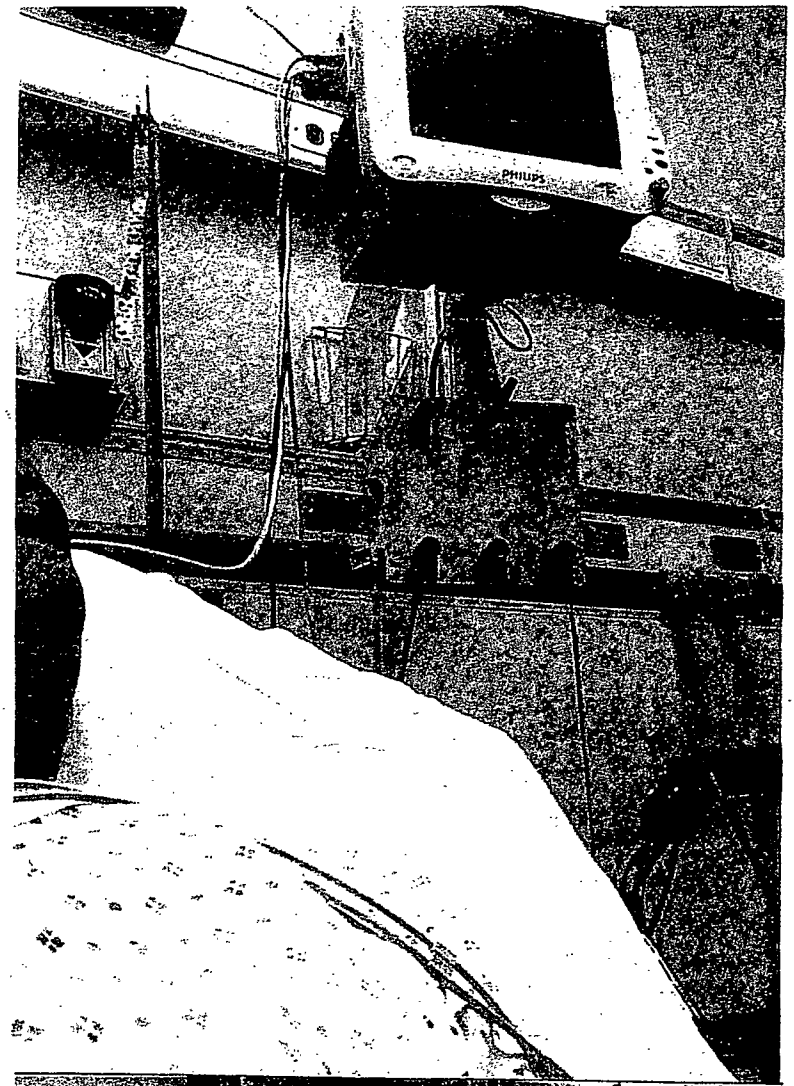
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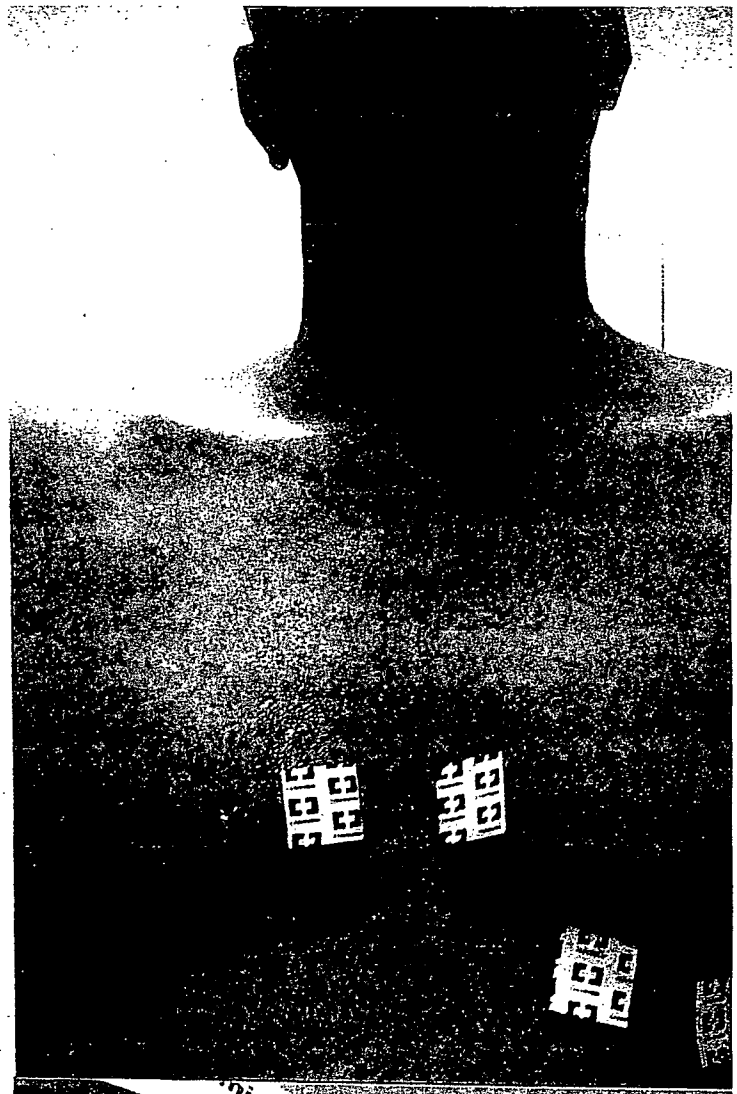
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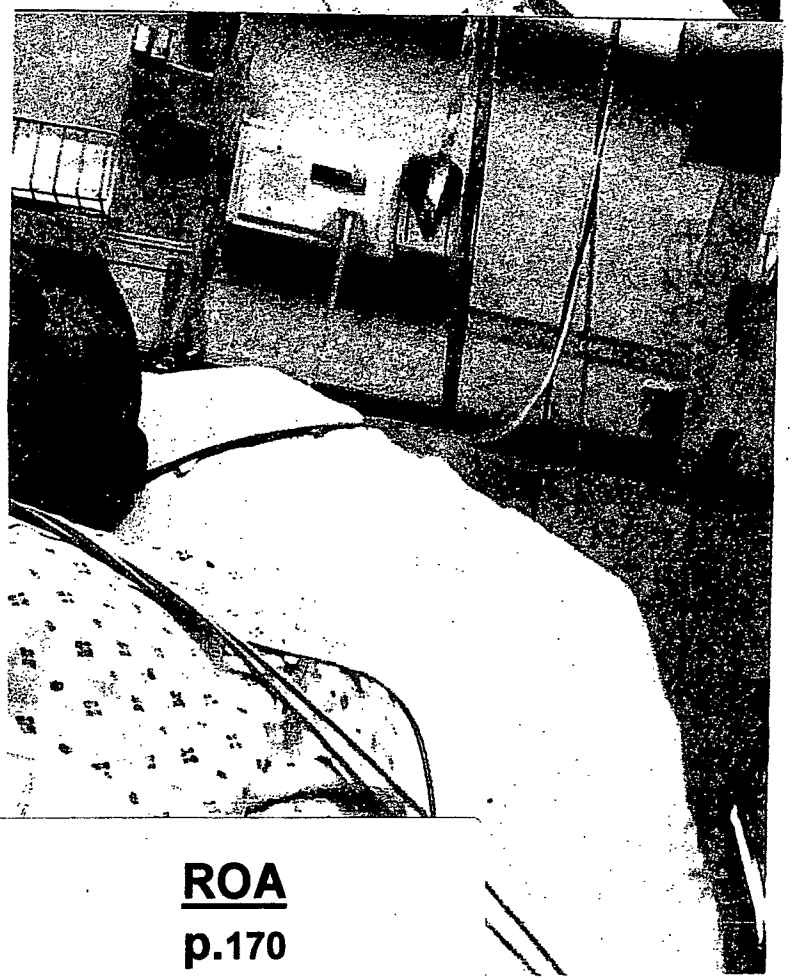
FOR 1 VISIT & TESTS $1,361.00

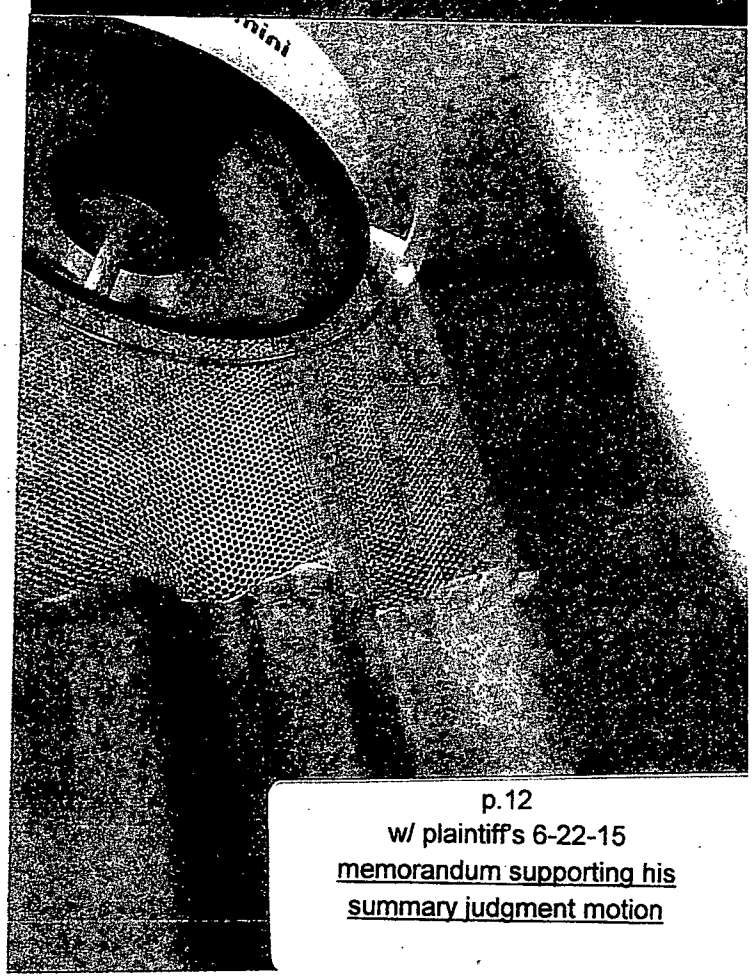
ROA p.169

p.11
w/ plaintiff's 6-22-15
memorandum supporting his
summary judgment motion









p.12
w/ plaintiff's 6-22-15
memorandum supporting his
summary judgment motion

Sumter Cardiology
A Lexington Medical Center Physician Practice

540 Physicians Lane, Sumter, SC 29150
(803) 778-1941 • FAX: (803) 938-9513
SumterCardiology.com

Mitchell W. Jacocks, MD
C. West Jacocks, IV, MD
Leslie A. Beben, PA-C

Nuclear Stress Test Instructions

Dear Patient: Charles Taylor

Your doctor has recommended that you have a Nuclear Stress Test. Special medications are ordered specifically for your test, therefore, please give a 24-hour notice if you are unable to keep your appointment.

PLAINTIFF'S ITEM #38
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Instructions:

1. Please inform the technologist if you may be pregnant.
2. Please allow 2 ½ to 4 hours for this test.
3. Do not take any medication the day of your test, unless otherwise instructed. ****Diabetic Patient See #5****
4. Drink 2 cups of water before you arrive.
5. Do not eat after midnight unless you have an afternoon appointment, then you may have a light breakfast (toast, cereal, bagel, etc.) It is okay to brush your teeth if you are fasting. ****If you are diabetic and take medication for your diabetes, only take ½ of the diabetic medications with a light breakfast 2 hours before your appointment time, even if you have a morning appointment.****
6. **No caffeine.** This includes caffeine-free coffee, tea, or sodas the day of the test.
7. Wear comfortable clothes and walking shoes.
8. You may eat and drink after the stress portion is complete. You may bring a snack.

Appointment Date: Thur. June 11, 2015 Time: 2:30 ☐ A.M. ☒ P.M.

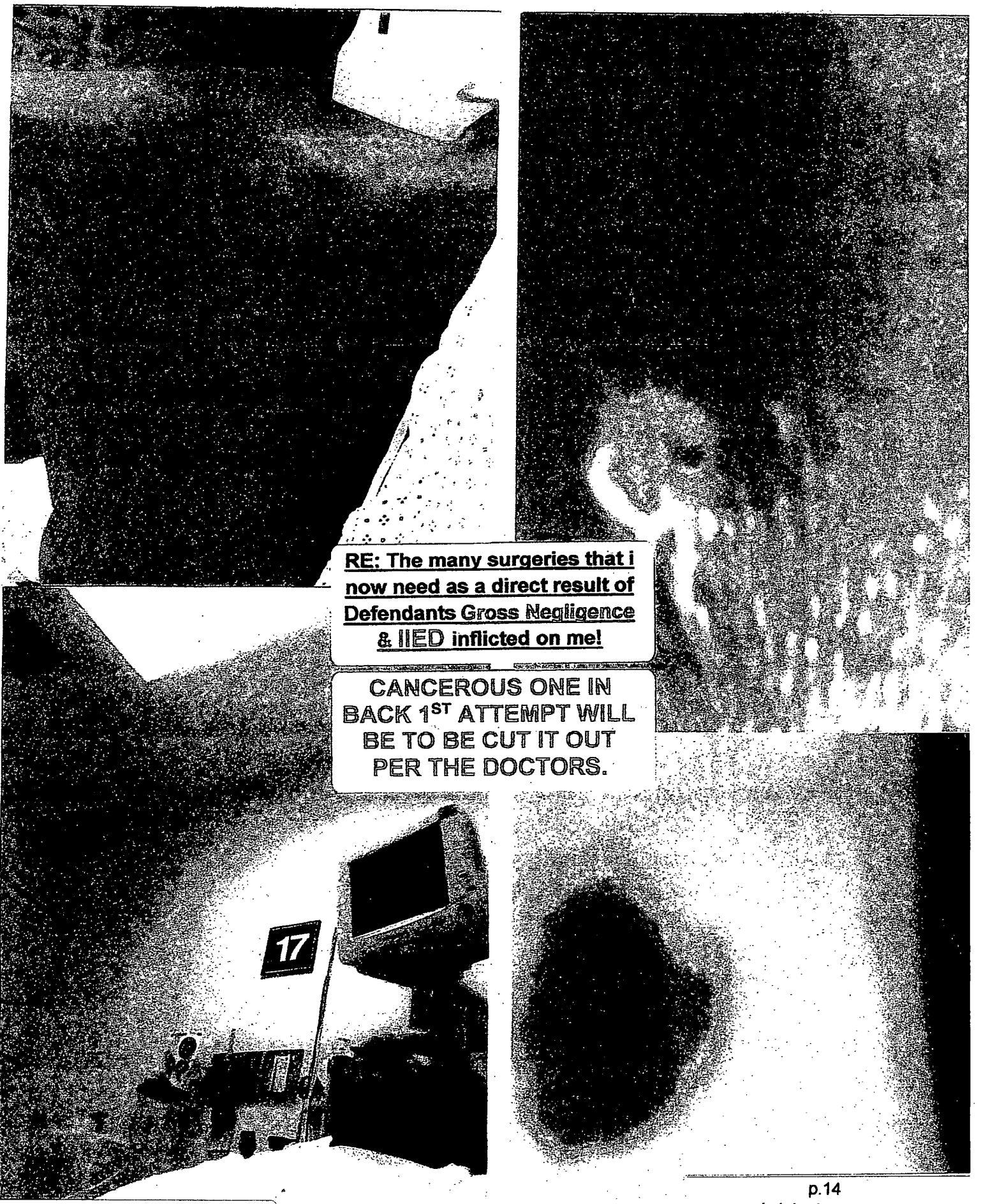
Location: Dr M. Jacocks office

If you have any questions, please call Nancy or Margaret at (803) 778-1941 ext.

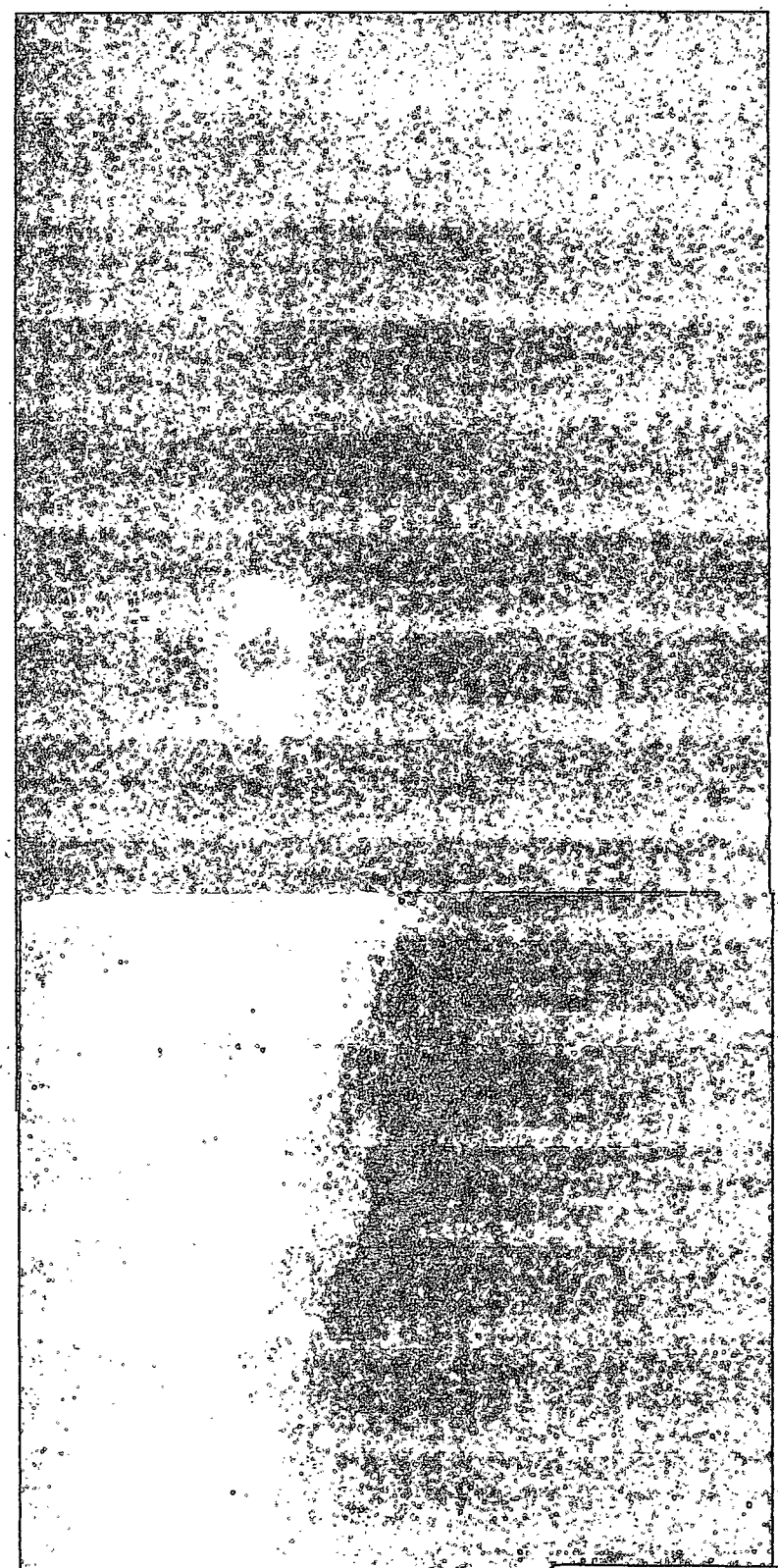
p.13
w/ plaintiff's 6-22-15
memorandum supporting his
summary judgment m

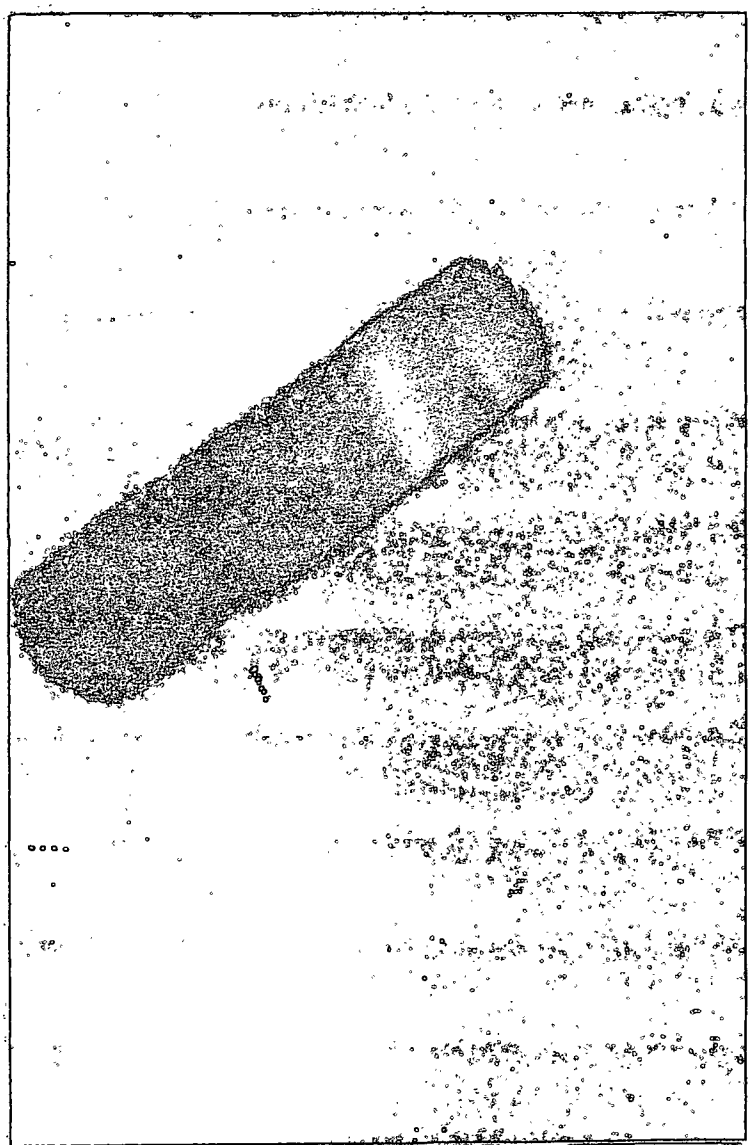
ROA
p.171

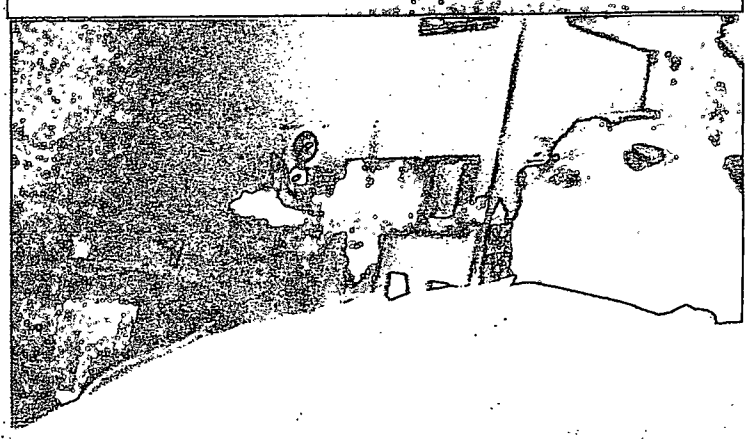
ABOUT THE TEST: An IV will be placed in your arm for the administration of a small amount of radioactive material to allow imaging of your heart. We will take a series of pictures while you are lying still on an imagining table. A treadmill stress test will be done after this time. If you are unable to exercise a drug can be given through the IV to simulate exercise. After the stress portion, another series of pictures will be taken.



p.14
w/ plaintiff's 6-22-15
memorandum supporting his
summary judgment motion







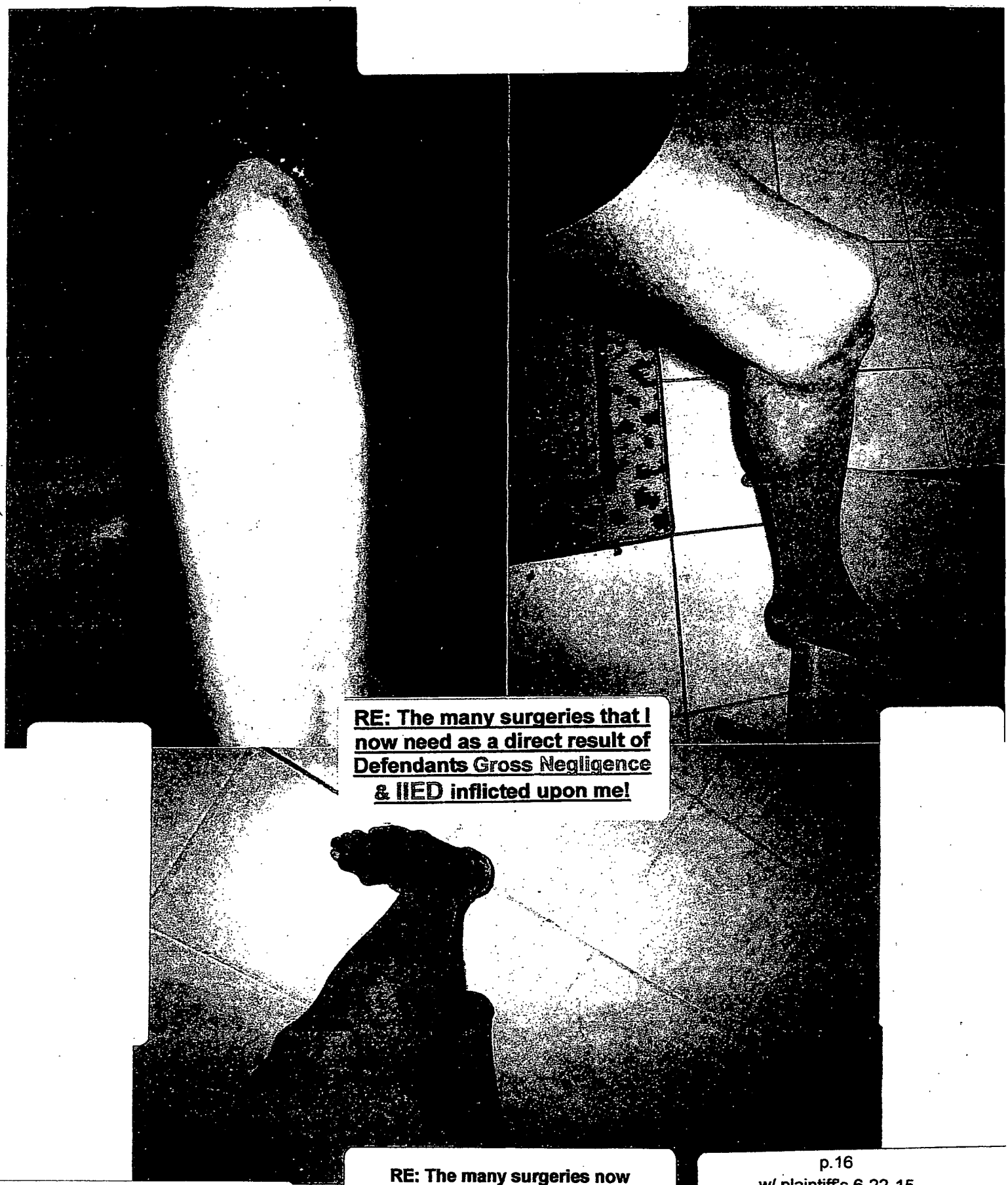
RE: The many surgeries that i now need as a direct result of Defendants Gross Negligence & IIED inflicted on me!

ROA

p.173

CANCEROUS ONE IN BACK 1ST ATTEMPT WILL BE TO CUT IT OUT PER THE DOCTORS.

p.15
w/ plaintiff's 6-22-15
memorandum supporting his
summary judgment motion



RE: The many surgeries that I now need as a direct result of Defendants Gross Negligence & IIED inflicted upon me!

RE: The many surgeries now Needed; see: the whole 6/9/14 amended complaint & esp. p.5 para. #28 & 29 therein & all other.

p.16
w/ plaintiff's 6-22-15
memorandum supporting his
summary judgment motion

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

Re: Effects of Drug Dealer & Bail Jumper Reginald Morton and the Defendants' et al. s' IIED on Me from 6-1-13 to Present and Ongoing.

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That First: I am disable and live alone @: 332 Myrtle Beach Hwy in Sumter-County SC. 29153; and that my claim for the specific IIED damages--arose out of Defendant Roy Rahal; the manager of Defendant Stop 'N' Save, d/b/a El Cheapo Plus #7; and the Agent of U-Haul; (hereafter Rahal /El Cheapo--the "Defendants"); getting together with, & renting a U-Haul Truck to, a third party, drug dealer and bail jumper--Reginald Morton, (hereinafter "Morton" or "Reginald Morton"), with no driver's license, and assisting him in forging father's name, (a fact that was lied about until 6-2-15), on the U-Haul truck rental documents, in a drug deal. That he--Reginald Morton, just fresh out of jail on bail, for having committed still another crime, then came; (because he was seething mad & looking for revenge, because I had the Honorable Judge Kristy F. Curtis, evict them for non-rent payment, and, for his drug dealing & illegal gun running, from the house I rented to them); came w/ his illegally rented U-Haul truck from Defendants--to move & intentionally, wantonly, w/ malice, & evil planning, etc. (high on marijuana pot / drugs, etc.) & inflicted on me the following severe IIED; Manifesting itself into severe Physical Distress Also;

(TO INCLUDE EXTENT OF ALL DAMAGES: $150,000.00 PROPERTY-HOUSE & $25 up to $100 MILLION SEVERE IIED et al. AS BEST STATED HEREIN IN SUMMARY FROM 6-1-13 TO PRESENT & ONGOING INTO FUTURE TO SHORTEN-ING LIFETIME—EXCLUDING ANY PUNITIVE DAMAGES)

2.That I screamed in horror & outrage from my house as I watch helplessly-drug dealer & bail jumper, Reginald Morton's atrocious conduct, as he intentionally and spitefully backed hard--his U-Haul truck into the porch end of my (rental house @ 334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage.

3.That I looked through my side window directly at him and the look on his face; my heart sink and skip at least a beat and flutter; I felt I was having a heart attack; my blood pressure shot up until I felt like someone had hit me in the back of the head with a big sludge hammer; my body started to ache all over; my joints started to hurt; it was a cruel-outrageously-paralyzing-feeling, that no one should ever be expected to suffer from conduct of another in a civilized community.

4.Because I was watching my whole life savings be ruined; my life flash before my eyes; if it was damages badly; how would I rent it to get my medication; I would die without it--all these kind of thoughts flashed through my head & my mind instantly; as I lost breath & struggled to breathe.

ROA p.175

p.17
w/ plaintiff's 6-22-15
memorandum supporting his
summary judgment motion

5.That thereafter somehow after collecting myself just enough to stand up & manage to hobble to and out of my front door over towards where Morton was; and I screamed in horror and outrage at his atrocious conduct for intentionally trying to tear up my rental house; saying--how did you get that truck? (knowing he had no driver's license); to which he—looking raven mad and high on marijuana pot / drugs, etc., answered by swiping his hand across his nose; sniffing it to indicate, he got it in a drug deal & (he) saying—it'll get you what you want—in a spiteful manner to me;

6.I had already seen his conduct was very extreme, outrageous, reckless, intentional, malicious, vengeful and egregious, willful, and wanton, etc., with the obvious intent to do maximum harm; (for revenge for having evicted them); by intentionally inflicting extreme & severe (*i.e. substantial & enduring*) emotional & physical distress harm on me by tearing up my rental house----(because he knew from my past telling him so when I went for his always late rent money)-that I was disable & depended on that house rent for supplemental income to pay for must have survival medications, etc.

7.Therefore, Reginald Morton knew I was peculiarly susceptible to his outrageous and atrocious conduct of intentionally damaging my house & was certain or substantially certain that extreme and severe emotional & physical distress, (and possibly-eventual-death), would be the end result from his prior knowledge of my situation---the reason he targeted my rental house---because he intended & knew the end result. He obviously didn't have to be a genius or sober to figure that one out!

8.Thereafter, I could not eat, I lost my appetite on and off for days into weeks; I lost weight; and I had and still have nightmares, on and off all the time, of looking at the whole recreation, in my dreams, and my waking up, screaming, and hollering in horror, and outrage, at Reginald Morton.

9.That then or since-among other things; I suffer-serious-severe-constant & extreme: ulcers; headaches; emotional injury causing forgetfulness ect.; having visits of hurt self-thoughts; bouts of depression; fright; nervousness; grief; anxiety; worry; mortification; shock; indignity; foreboding, inconvenience, mental anguish; health loss; credit loss; humiliation; apprehension; fatigue; isolation; gastro problems; comprehensive IIED manifesting in physical injury; nausea; migraines; degradation; crying; uncertainty; spiteful litigation; joints disfigurements; lack of dental care; lack health care; knots; mobility impairment; as well as physical pains, et al. etc. & otherwise my life was materially & severely disrupted in many ways, (**especially by this spiteful litigation, etc.**), all caused by the actions of drug dealer & bail jumper Reginald Morton & Defendants' said conduct, & its continuing effect on me--my life & its quality; (look at the ***intensity & duration*** of said conduct on my life & its quality from 6-1-13 to now re attachments).

10.That Reginald Morton's outrageous, and atrocious conduct, and the results inflicted on me is the kind of thing that no human being should ever have to suffer, even in an uncivilized community.

11.That after the initial horror of drug dealer & bail jumper Reginald Morton's outrageous conduct, I continued to progressively get worse, with Dr. visits, until Morton's IIED eventually lead me to the Tuomey Regional Medical Center ER on 08-06-13 w/ persistent dizziness and falling spells, & continued on & off to Drs. & Hospital ERs since then--to last time 6-3-15; with all other medical treatments in between those dates & since then from a variety of other medical providers, together evidence by any attachments, but not limited thereto, culminating into now back cancer & heart failing.

12.That in between then 6-1-13 and now (present), the lack of being able to afford my must have timely medications with the rent money, (because the damage house leaking water when it rains 6-1-13 to now from Reginald Morton's outrageous conduct, have destroyed my rental house, by it rotting out to the foundation etc., thus no rental income), have led directly, between 6-1-13 to present, causing my medical conditions to worsen to now needing many different surgeries, etc.

13.That the same outrageous conduct of drug dealer & bail jumper Reginald Morton from 6-1-13 have directly caused and led my investment into my rental house being lost---total $150,000.00; (receipts in the record--filed--date stamp: 2014 SEP 16 AM 9:14; & other detailed in 6-9-14 amended comp.).

14.That the said extreme & outrageous conduct of Reginald Morton from 6-1-13, (w/ it effect continuing all the way to the present), have directly led to extensive medical bills--filed date: 2015 JUN-1 PM 3:17; which effect and bills will continue into the future--shortening my live time-as it is obvious from all the: (a).medicals; & (b).photographs; (ON REQUEST--TO VOLUMINOUS FOR HERE-EXCEPT ANY HEREWITH).

15.That the said extreme & outrageous conduct of drug dealer and bail jumper Reginald Morton and its effects (was)(is)(are) so extreme and outrageous that such exceeds all possible bounds of decency and thus must be regarded as atrocious, and utterly intolerable in a civilized community; which the foregoing would cause the average community member to immediately react in outrage.

16.That no one can (truthfully or credibly) deny that the foregoing said extreme and outrageous conduct of drug dealer & bail jumper Reginald Morton: (a).did not caused me severe emotional and physical distress, or (2).that it was intentional, or (3).with continuing effect, or (4).that such foregoing emotional and physical distress suffered by me was so severe so that no reasonable person could be expected to endure it, or (5).the IIED was the intended or primary consequences of his conduct.

17.That obviously the said extreme & outrageous conduct of drug dealer & bail jumper Reginald Morton could not have been possible, **but for**, the illegal & outrageous conduct in para. #1 above of Defendants Roy Rahal / El Cheapo---**(Hence: this vicarious suit against these Defendants).**

(18).**RE: THE IIED BY REGINALD MORTON, AS SHOWN ABOVE, DEFENDANTS ROY RAHAL & EL CHEAPO see PARA. #1 ABOVE, NOT ONLY CONTINUED, BUT INTENSIFIED SAME &/OR LIKE KIND CONDUCT TO FURTHER THE IIED ON ME AS FOLLOWS:**

19.That essentially I later notified them (& U-Haul) of drug dealer & bail jumper Reginald Morton's said above conduct and damages to that time, (& their illegal conduct that enabled it--*see*--para. #1), and my demanding compensation for damages to that time, from them (promptly) to mitigate any further damages & their response (conduct) was one of no less outrageous, shocking & horrifying; (not 1 brown penny, essentially saying that all the foregoing above notwithstanding, they didn't care, they were not going to pay one brown penny & there was nothing I could do about it; **then** suit was filed on 10-9-13 to show what could be done about it, & amended 6-9-14 to present form).

ROA p.177

20.That from that date to the present here--their cumulative conduct (that began in para. #1 above) & (continued on to their unjust and odious refusal to compensate me in a just and timely manner so that all my present damages could be mitigated, including most importantly to my health, is sure tantamount to *intentional torture on me* by their *intentional tortious conduct*--nothing short of it) & have been no less heinous, malicious, egregious, outrageous, intentional, spiteful, abusive etc. et al; and have caused no less IIED damages than that of the drug dealer and bail jumper Reginald Morton that they rented their U-Haul truck to--illegally in 1st place--as stated in para. #1 above-onward to below.

21.That their basic attitude have been just as vindictive, as that of their license less drug dealer & bail jumper Reginald Morton; but for different reasons; they were more than just a little incensed **(ALL BECAUSE I DARED SUE THEM; YOU SUE US--THE U-HAUL PEOPLE--AS ONE PUT IT, i.e., THEIR ATTITUDE)**.

22.That Defendants continuously, (had & held the mountain top view looking down), in that they continuously asked for my medical documentations, etc. to prove my case, and then turn around, & used that information to know my exact financial-especially health-vulnerabilities & susceptibilities & use that information to outrageously further cause & inflict more severe, (*i.e. substantial & enduring*), maximum & supreme emotional and physical distress upon me, to the point of inducing my now, CANCEROUS CONDITIONS IN CENTER BACK & FAILING HEART CONDITIONS, (by withholding just compensation for heretofore said damages), to wrongfully, evil, and outrageously punish me, for justifiable suing them for the same stated above just damages that they heinously refused rightful payment to me for, after repeated & constant in essence begging them for--from before 10-9-13, all the way up to now, & **ALL TO NO AVAIL TO THIS DATE; & TO MY EVERY OUT STRETCHED HAND, IT WAS SLAPPED W/ MORE LITIGATION!**

FURTHER AFFAINT SAYS NOT (HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

15th /TH DAY OF JUNE 2015

Beverly L. Watkins

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

RECORDED
2015 JUL -7 PM 12:56
JAMES CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEA
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) C/A No: 2013-CP-43-1808
PLAINTIFF)
vs.)
(1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and)
(2). ROY RAHAL;)
DEFENDANTS)

Plaintiff's 7-6-15 Memorandum #2 Supporting His 6-15-15 Motion for Summary Judgment on: (1).liability; (2.property & 3.IIED damages) & **Same Opposing Defendants' Summary Motion**

TO: ABOVE NAMED DEFENDANTS VIA THESE COUNSELS:
The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff's memorandum [**#2–amends**] his motion for summary judgment as follows:

(1).To specifically request summary judgment, in whole and/or in part, against the individual corporate Defendant Stop "N" Save, Inc. d/b/a El Cheapo Plus #7; and

(2).To specifically request summary judgment, in whole and/or in part, against the individual Defendant Roy Rahal. (see: Plaintiff's 6-15-15 sum. motion & 6-22-15 memo. #1 supporting same).

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **and "Summary Judgment should be granted when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ" see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 s.e.2d 799, 802 (Ct. App.2009).*** Both of which are applicable-to-the instant subject case]:

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy
Sumter, S. C. 29153 (609-7990)

Sumter, South Carolina
July 6, 2015

RECORDED
2015 JUL 27 PM 3:26
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
PLAINTIFF)
vs.)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
DEFENDANTS)

IN THE COURT OF COMMON PLEA
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

(Amendment To)
Plaintiff's 7-6-15 **Memorandum #2 Supporting**
His 6-15-15 Motion for Summary Judgment on:
(1).liability; (2.property & 3.IIED damages) &
Same Opposing Defendants' Summary Motion

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff hereby amend his 7-6-15 memorandum #2 to add:

#(3).To specifically request summary judgment, in whole and/or in part, against the Defendants' Principal--U-Haul International, Inc.-**Agency Defendant--*see dispositive proof*--in p.2-11 attached;**

And the same--here--serving as notice to agency defendant, again, in addition to the earlier p.11 attached.

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **and "Summary Judgment should be granted when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ" see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 s.e.2d 799, 802 (Ct. App.2009).*** Both of which are applicable-to-the instant subject case]:

Respectfully Submitted;

Sumter, South Carolina

July 27, 2015

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy-Sumter SC 29153
803-609-7990

U-HAUL AGREEMENT WITH INDEPENDENT DEALERS DOES NOT VIOLATE ANTITRUST RULES

March 9, 2005

PHOENIX -- Based on a review of the agreements between U-Haul Companies and independent dealers, a federal appeals court concluded that the dealers are truly agents, allowing pricing to be determined by the U-Haul Companies.

"This opinion validates the way we do business," said Larry De Respino, U-Haul director of Litigation. "U-Haul Companies and dealers across the nation can continue to provide consumers with the same great products and service, at the lowest cost."

U-Haul Companies conduct the rental business through a network of more than 1,300 company-owned rental centers and about 13,700 independent dealers. The independent dealers typically are hardware stores, storage centers, gas stations and other businesses.

U-Haul was represented by a team of lawyers from the national law firm of Bryan Cave LLP led by Lawrence Scarborough, a partner in the Phoenix office.

"Along with validating the agency relationship," Scarborough said, "the contracts clearly stated that the U-Haul Companies would bear the risk of loss or damage to the equipment, thereby refuting any possibility of coercion on the part of the companies."

The Bryan Cave team that assisted U-Haul in this claim also included Partner Alex Grimsley and Associates Meridyth Andresen, Arindam Kar and Jason Hall.

Bryan Cave is among the 35 largest law firms in the world and has a diversified international practice. The firm represents a wide variety of business, financial, institutional and individual clients, including publicly held multinational corporations, large and mid-sized privately held companies, partnerships and emerging companies. Aided by extensive investments in technology, Bryan Cave's 800 lawyers in 15 offices across the United States, United Kingdom, the Middle East and Asia efficiently serve clients' needs in the world's leading business and financial markets.

For more information, contact
Luis Mocete at 212/541-2141
luis.mocete@bryancave.com

ROA
p.181

p.2
w/ plaintiff's 7-27-15 amendment to his 7-6-15 memorandum #2
supporting his summary motion

PLAINTIFF'S ITEM #1
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

MR. TAYLOR: Are you going to let him answer it?

MR. CULBREATH: He can answer the question. I'm objecting --

MR. TAYLOR: Okay.

MR. CULBREATH: -- to the form.

MR. TAYLOR: All right. Okay.

MR. CULBREATH: I have not instructed him to not answer.

MR. TAYLOR: Okay. All right.

MR. CULBREATH: I've simply objected to the form.

BY MR. TAYLOR:

Q. So my question is are the dealers, which you've said you're a dealer?

A. Uh-huh.

Q. Are you truly agents of U-Haul when renting the trucks to the public?

MR. CULBREATH: Object to the --

THE WITNESS: Yes.

MR. CULBREATH: -- form.

BY MR. TAYLOR:

Q. All right. Who actually own the U-Haul trucks rented to the public in general?

A. Who owns it?

first --

MR. CULBREATH: All right.

MR. TAYLOR: -- before I sign it and send it back to you.

MR. CULBREATH: We'll send you one.

MR. TAYLOR: Okay. Very well.

BY MR. TAYLOR:

Q. My next question is does the agreement with U-Haul spell out who gets what when and how much of the rental money?

MR. CULBREATH: Object to the form. You can answer the question.

THE WITNESS: Okay. We just -- as I stated before, I'm an agent and basically what I do is the paperwork. And, you know, they have, you know, rules, you know, that I've been trained to do the contracts and so it could be a rise --

BY MR. TAYLOR:

Q. With the customer you're talking about?

A. Yes.

Q. Okay. Go ahead.

A. If I didn't fill -- you know, fill the whole thing, won't skip to the other the page, that is part of the contract. And as far we get percentage from the deal. Trailers different than

ROA p.183

p.4 w/ plaintiff's 7-27-15 amendment to his 7-6-15 memorandum #2 *supporting his summary motion*

Q. Okay. All right. Good enough.
A. Under state rules too.
Q. Okay. How long have you been U-Haul truck rental agents to the public in Sumter? I think you said earlier about four years? I mean --
A. Uh-huh.
Q. Yes? Is that a yes?
A. No. It's almost -- almost three years.
Q. Okay. Okay. About the morning of 6-1-13 -- and when I -- just for clarity as we go forward, when I say 6-1-13 you know I'm referring to the morning that you rented the truck that's at issue in this case?
A. Uh-huh.
MR. CULBREATH: You have to say yes or no, not --
THE WITNESS: Yes.
MR. CULBREATH: -- uh-huh or huh-uh.
THE WITNESS: I'm sorry. Yes.
BY MR. TAYLOR:
Q. Thank you. About the morning of 6-1-13 -- let me begin by asking you do you recall Reginald Morton from that morning?
A. What -- what do you mean recall? Do I know him? Do --

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. Okay. Very well. Thank you.

A. Okay.

Q. So to be clear, the money from the truck rental benefited both you, El Cheapo, and U-Haul; is that correct? In other words, the rental money from that benefited all three of you because all -- all three of you, did you get -- is my question all three of you got a portion of money?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. Let me ask the question. Of that rental money did you, El Cheapo, and U-Haul got part of the money? Regardless to what amount it was, all three of you all got something out of the deal?

A. Well, yeah. I'm an agent. I get commission. I get --

Q. Okay.

A. -- my commission.

Q. And then U-Haul got something out of it and then you -- El Cheapo got something out of it?

A. No. No. Whatever. The commission is -- is for El Cheapo.

Q. Okay.

ROA
p.185

p.6
w/ plaintiff's 7-27-15 amendment to his 7-6-15 memorandum #2 *supporting his summary motion*

BY MR. TAYLOR:

Q. I see.

A. When it's returned and it's turned back in, then that's it. So we know exactly how much it cost -- and the customer will know exactly how much it cost him since he picked up the truck from A until he drop it at B.

Q. So long story short, you gets a percentage whenever you rent a truck off the rental fee?

A. Correct.

Q. The other portion goes to U-Haul?

A. Definitely.

Q. Okay. Whose rules and guidelines are they, U-Haul's or yours? You operate under whose -- when renting the trucks to the public whose rules and guidelines are they that you operate under, yours or U-Haul's?

MR. CULBREATH: Object to the form. Go ahead and answer the question.

MR. TAYLOR: Pardon me?

MR. CULBREATH: I said I object to the form.

BY MR. TAYLOR:

Q. Go ahead.

A. Well, U-Haul -- basically U-Haul rules.

Q. I'm sorry. I apologize.
A. That's all right.
Q. I'm talking about the rental that you rented --
A. Okay.
Q. -- for whatever amount of money. What -- what percentage did you get and what percentage did U-Haul get? Ten percent to you, 90 percent to them?
MR. CULBREATH: Object to the form.
BY MR. TAYLOR:
Q. What percentage of the money went to you and what percentage went to U-Haul? If you don't know, say, "Well, I don't know." If it's a true answer, say, "I don't know." If it's true, say, "I don't know." If you know, then you say you know and tell me what it is.
A. I -- I don't know exactly, but it's --
Q. Okay.
A. The -- the rental goes between 15 to 25.
Q. Okay. All right. All right.
VIDEO OPERATOR: We've got about five minutes.
THE WITNESS: The percentage.
VIDEO OPERATOR: We've got about five minutes on video left before we need to change the

ROA p.187

p.8
w/ plaintiff's 7-27-15 amendment to his 7-6-15 memorandum #2 *supporting his summary motion*

tape.

MR. TAYLOR: Okay. Okay. Okay.

BY MR. TAYLOR:

Q. That percentage that you just gave me an about, is that in writing in the agency agreement between El Cheapo and -- I mean, between you and U-Haul? Is that in writing as to what percentage you get or --

A. That's in the contract.

Q. That's in the contract. Okay.

A. That's what -- that's not the -- now, it's not the written contract. That's when we give the license with U-Haul to be presenting -- you know, to be a dealer.

Q. Uh-huh.

A. You know, they'll tell you, okay, to -- if you'll -- if you're going to be a dealer, you'll get this, that, this, that, this, that, et cetera.

Q. Oh, so that's spelled out in that agreement then?

A. Yes.

Q. Okay. Who controls and set all U-Haul rental rates, rental rules, rental policies, et cetera? Do you do that or that's -- let me ask the question again.

ROA
p.188

p.9
w/ plaintiff's 7-27-15 amendment
to his 7-6-15 memorandum #2
supporting his summary motion

don't know." If you know, whose -- who -- whose money did that go to of that particular rental?

MR. CULBREATH: Object to the form. Asked and answered.

THE WITNESS: Okay. If you notice that was a contract and it was paid by a credit card. So all the credit cards -- I mean, all the -- all the credit cards goes to -- to the U-Haul on the contract and they can collect all the deals during the month. At the end of the month they'll tell me, "Okay. You get your commission," so on and so, and it's deposited in their account.

BY MR. TAYLOR:

Q. So on this transaction what was that commission when you did get it?

A. I do a lot of contracts every month. I can't -- I don't --

Q. About? About? About? Give me an about how much on that contract did you get?

A. Well, let's say about --

MR. CULBREATH: Object to the form.

THE WITNESS: -- 15 percent.

BY MR. TAYLOR:

Q. 15 percent? Okay.

MR. TAYLOR: Object to form?

ROA p.189

p.10 w/ plaintiff's 7-27-15 amendment to his 7-6-15 memorandum #2 supporting his summary motion

July 15, 2015

To: Gray T. Culbreath, Esq.
P O Box 7368
Columbia, SC. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: C/A: 2013-CP-43-1808-Taylor v. Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 & Roy Rahal.

Dear Mr. Culbreath:

Continuing in the spirit of civility and cooperation per our 7-1-15 status conference w/d Judge James:

This letter is to kindly ask you /defendant's permission to amend the 6/9/14 amended complaint to add: U-Haul International, Inc., as an agency defendant, etc. You/defendants can of course thereafter amend your answer to reply to that which is added; as nothing will be changed in the 6/9/14 amended complaint; but only added re; agency. Thus I'm not attaching a proposed copy of the same 6/9/14 complaint here again, for now. This request is in hopes of avoiding a time consuming motion just to add as stated-while discovery is still going on and trial several months away to December 7, 2015. Please reply promptly so I'll know if I need to file the said motion.

I'm attaching some proof of their agency in hopes that it want be argued to the contrary now. In any case, consider this a friendly reminder, to put U-Haul International, Inc. on notice as an agency Defendant pursuant SCRCP 15(c).

Sincerely Yours,

Charles Taylor
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

RECORDED
2015 JUL 10 PM 12:44
JANET CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEA
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) C/A No: 2013-CP-43-1808
PLAINTIFF)
vs.)
(1). STOP "N" SAVE, INC.) **Plaintiff's 7-8-15 Memorandum #3 Supporting**
d/b/a) His 6-15-15 Motion for Summary Judgment on:
El Cheapo Plus #7 and) (1).liability; (2.property & 3.IIED damages) &
(2). ROY RAHAL;) **Same Opposing Defendants' Summary Motion**
DEFENDANTS)

TO: ABOVE NAMED DEFENDANTS VIA THESE COUNSELS:
The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff's memorandum [**#3-w/supplemental affidavit**] supporting his motion for summary judgment as follows:

(1).To more specifically describe in detail the initial IIED conduct of Reginald Morton on 6-1-13 as follows-in plaintiff's supplemental affidavit **attached**.

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **and "Summary Judgment should be granted when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ" see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 s.e.2d 799, 802 (Ct. App.2009).*** Both of which are applicable-to-the instant subject case]:

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy
Sumter, S. C. 29153 (609-7990)

Sumter, South Carolina

July 8, 2015

PLAINTIFF CHARLES TAYLOR'S SUPPLEMENTAL **TESTIMONY AFFIDAVIT**
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: Reginald Morton's Initial IIED Conduct

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That I screamed in horror & outrage from my house as I watched helplessly-Reginald Morton's atrocious etc. **conduct** (*high up on pot, drugs, marijuana, etc.*) as he intentionally & spitefully backed his U-Haul truck hard, (*meaning--as in attempting to destroy*), into the porch end of my (rental house @ 334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage; & that but for the house being approx. 100 years old and hard as old hickory hardwood--which age and hardwood gave it-its unusual character and value--it would have been destroyed, instead of just damage--then, where after the leaking water eventually did, in effect, destroy it—rotting out the floor & foundation & such leaking water damages has now rendered it useless & valueless since 6-1-13.

2.That Reginald Morton's, *seething mad*, above conduct was motivated by his thirst for revenge for my having had the Honorable Judge Kristy F. Curtis evict them for non-rent payment & for Reginald Morton's drug dealing and illegal gun running, from the rental house I rented to them.

FURTHER AFFAINT SAYS NOT (HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

8 /TH DAY OF JULY 2015

Beverly L Hawkins

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

FOR: THE OTHER-MAIN-AFFIDAVIT DETAILS:
(see-plaintiff's 6-15-15 sum. motion & 6-22-15 memorandum)

STATE OF SOUTH CAROLINA)
) 2(.. :361
COUNTY OF SUMTER) CIVIL CASE NUMBER
)
) IN THE MAGISTRATE'S COURT
)
) WRIT OF EJECTMENT

Charles Taylor
332 Myrtle Beach Hwy
Sumter, SC 29153
(803) 883-7005

PLAINTIFF(S)
Vs
Odell Morton
334 Myrtle Beach Hwy
Sumter, SC 29153

DEFENDANT(S)

TO THE SHERIFF/DEPUTY SHERIFF/CONSTABLE:

Upon Judgment of this Court, you are hereby Ordered to proceed to the premises located at **334 Myrtle Beach Hwy Sumter, SC 29153,** in accordance with S.C Code Sections 27-40-710, 27-40-735, and 27-37-160 as amended.

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

June 4, 2013

_____
Sumter Magistrate

In accordance with the SC Rules for Magistrate Court, _____, certify that:
☐I personally served a copy of this Writ on _____, an occupant of the rental unit.
☐On _____ 20____, at _____ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise. On _____ 20____, at _____ , which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
☐Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
☐The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
☐Informed by Plaintiff that case is settled.

Date: _____, 20____

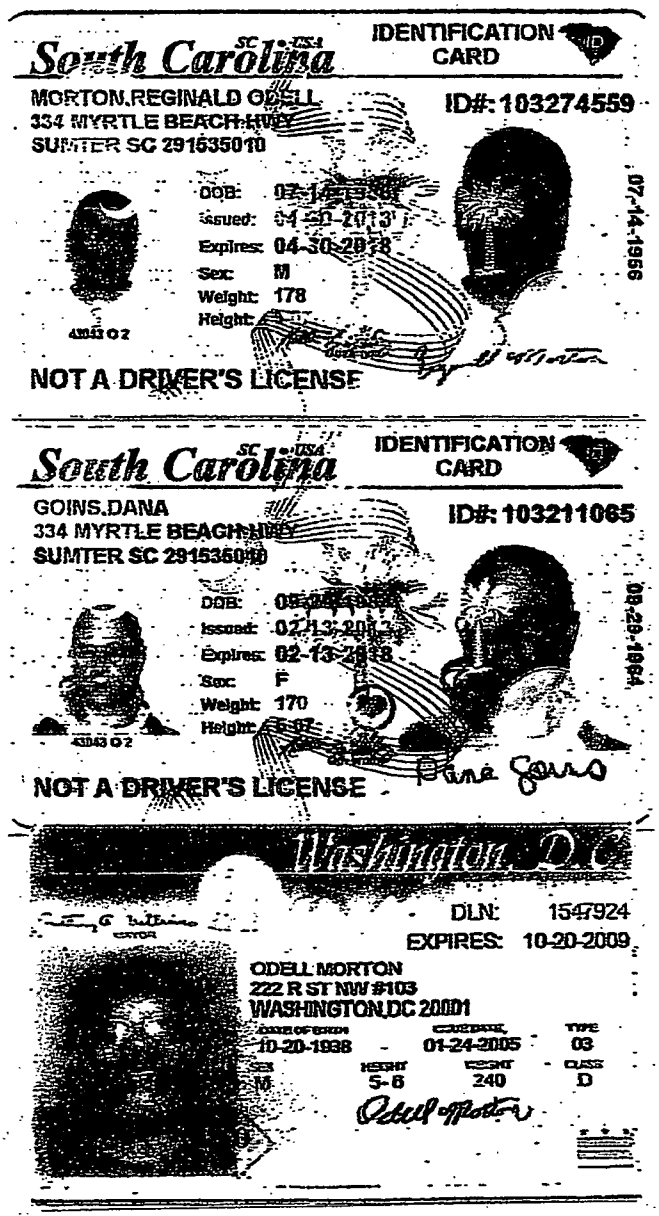
_____
Sheriff/Deputy Sheriff/Constable

Reginald Morton

Dana Goins

A DRUG ADDICT & THIEF
OFF THE STREET
& A GIRL OF ILL REPUTE

Odell Morton



ROA

p.194

STATE OF SOUTH CAROLINA COUNTY OF SUMTER CHARLES TAYLOR PLAINTIFF, vs. (1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and (2). ROY RAHAL; DEFENDANTS	IN THE COURT OF COMMON PLEA 3rd JUDICIAL CIRCUIT C/A No: 2013-CP-43-1808 **Plaintiff's 7-9-15 Memorandum #4 Supporting** His 6-15-15 Motion for Summary Judgment on: (1).liability; (2.property & 3.IIED damages) & **Same Opposing Defendants' Summary Motion** **& same memorandum supporting plaintiff's specific request for sanctions scrcp 11 against defendants et al**

RECORDED
2015 JUL 13 AM 10:39
JAMES CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

TO: ABOVE NAMED DEFENDANTS VIA THESE COUNSELS:
The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff's memorandum **[#4-w/proof attached]** supporting his motion etc. as stated above, and more specifically, supporting his request for sanctions scrcp 11 against Defendants et al., based on the following:

(1).That back on 10-9-13 this suit was filed; and later amended 6-9-14, to its posture at present;

(2).That to put it succinctly; one needs only to read all the pleadings, filed from then to now, to see that the defense in this case, relied consistently, on the central defense, to thwart Plaintiff's action; that Defendants did not rent the subject U-Haul truck to third party Reginald Morton, but;

(3).That Roy Rahal rented it to his father p.3-4, the almost 90 years old--prostate cancer surgery--bed ridden--Odell Morton p.5, & that he, not only rented said truck, but drove it 600 miles from there to Suitland Maryland; preposterous!?—of course, but;

(4).That Defendants et al. maintain that story in all signed papers until-*finally*-during Defendant Roy Rahal's 6-2-15 deposition; cornered; he confessed & admitted what they all had done–p.6-7 attached, &

(5).That all notwithstanding; giving them the benefit of any doubt; they all positively well knew the truth, certainly by February 11, 2014 which none of them can dispute---p.8-9 attached, and;

(6).That one needs only to look at the thickness of the file, (most Plaintiff's), to gauge the amount of, **everything**, that went into Plaintiff fighting off such **False** defense form 10-9-13 to present, and;

(7).That since it is well documented throughout Plaintiff's pleadings in the file, he need not again state nor show his conditions-caused by the Defendants' actions--with--Reginald Morton's, and;

(8).That it is obvious the many ways imagine, Plaintiff have suffered accordingly & prejudiced, &;

(9).That he--then--therefore, request appropriate sanctions; to include the amount or reasonable expenses & fees, etc. incurred; against Defendants et al., pursuant to;

SCRCP 11; AND PRAYS THAT THIS COURT SO ORDERS.

(10).That these may be further supplemented w/other-s at the hearing of Plaintiff summary motion.

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **and "Summary Judgment should be granted when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ" see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 s.e.2d 799, 802 (Ct. App.2009).*** Both of which are applicable-to-the instant subject case]:

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy
Sumter, S. C. 29153 (609-7990)

Sumter, South Carolina

July 9, 2015

NOTE: That it is believed Defendants plan on having Reginald Morton &/or Odell Morton to claim via video etc. at trial etc.-that he didn't damage Plaintiff's house-but p.10-12 attached show that's obviously false as Reginald Morton reported his damage claim to same REPWEST as in p.13.

(c) Odell Morton
824 Maury Avenue
Fort Washington, MD 20749

Upon information and belief, Odell Morton is the father of Defendant Reginald Morton and is the person that presented his driver's license and signed for the subject U-Haul truck on June 1, 2013.

(d) Roy Rahal
El Cheapo
390 Guignard Drive
Sumter, SC 29150

Roy Rahal is the manager of El Cheapo and the person who rented the U-Haul truck to Odell Morton. Mr. Rahal is expected to testify regarding his knowledge of the incident that forms the basis of Plaintiff's Complaint.

(d) Dana Goins

Dana Goins is a Defendant in this case and is expected to testify regarding her knowledge of the incident that forms the basis of Plaintiff's Complaint.

El Cheapo reserves the right to call any or all of the individuals identified in response to Interrogatory No. 1 as well as any witnesses listed by Plaintiff in his discovery responses. At this time, El Cheapo is unaware of written or recorded statements taken from the individuals identified in response to Interrogatory No. 1. As discovery is ongoing, El Cheapo will supplement this response in the event additional witnesses are identified.

2. Set forth a list of photographs, plats, sketches and other prepared documents in possession of the parties that relate to the claim or defense in this case.

ANSWER: El Cheapo objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or the

ROA
p.197

such witnesses.

ANSWER: **El Cheapo objects to this Interrogatory on the grounds that it is duplicative of Interrogatory No. 1. El Cheapo further objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or the work product doctrine. Subject to and without waiving the foregoing and General Objections, El Cheapo directs the Plaintiff to El Cheapo's supplemental answer to Interrogatory No. 1.**

6. Give the name and address of defendant #2 listed in this suit and the name(s) of the specific person(s) who handled or are familiar with the subject u-haul rental truck transaction on 6/1/13 and who signed the subject truck out and in on its return.

ANSWER: **Subject to and without waiving the General Objections, El Cheapo rented the subject U-Haul truck on June 1, 2013. The El Cheapo employee that handled this rental transaction was Roy Rahal.**

GALLIVAN, WHITE & BOYD, P.A.

Gray T. Culbreath
James E. Brogdon, III
1201 Main Street, Suite 1200
Columbia, SC 29201
Tele: (803) 779-1833
Fax: (803) 803 779-1767

Attorneys for Defendant U-Haul Co. of South Carolina, Inc.

Columbia, South Carolina

March 11, 2014

Detail Customer Account Statement

All Invoices with Customer Balance

Customer 1237	: Mr Odell Morton 334 Myrtle Beach Hwy Sumter, SC 29153	Company	: RELIABLE MEDICAL EQUIPMENT 418 Broad St SUMTER, SC 29150-4155 [redacted] 1-866-699-9440
Account	: 2156		

Inv. ID	Date	Code	Description	Billed	Expected	Actual	Bal. Due
127567	11/13/2012	E0163	COMMODE, 3-IN-1, STEEL	138.82			
	12/5/2012		Contractual Writeoff - MEDICARE - REGION C DME			-20.36	
	12/5/2012		Payment - MEDICARE - REGION C DMERC			-94.77	
127567	11/13/2012	E0143R	WALKER - ROLLATOR (RED)	115.00			
	12/5/2012		Contractual Writeoff - MEDICARE - REGION C DME			-17.22	
	12/5/2012		Payment - MEDICARE - REGION C DMERC			-78.22	
127567	11/13/2012	E0156	WALKER - SEAT ATTACHMENT BILLING ONLY	28.50			
	12/5/2012		Contractual Writeoff - MEDICARE - REGION C DME			-4.20	
	12/5/2012		Payment - MEDICARE - REGION C DMERC			-19.44	
			Invoice 127567 Total:	**282.32**	**0.00**	**-234.21**	**48.11**
Total Due From Odell Morton:				**282.32**	**0.00**	**-234.21**	**48.11**

Payment is due upon receipt and must be received no later than: July 12th, 2013.
For questions regarding this bill, please call the billing department at 1-866-699-9440.
Thank you for your business!
Please remember to write your statement number on your check or money order.

ROA
p.199

PLAINTIFF'S ITEM #2
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

p.5
w/ plaintiff's 7-9-15 summary supporting memorandum #4

BY MR. TAYLOR:

Q. I'll --

A. And, you know, I rented him the truck and he left. Now, if he was sick, he wasn't sick, if he's honest, he's not honest, I mean, how do I know?

Q. Good enough. And I'm just asking the question and then get a quick answer and we'll move on because a lot of them I expect you wouldn't know, but I have to ask the question.

So if Reginald Morton said you did not rent him the U-Haul truck on back -- 6-1-13, is he lying? If -- if he said, "Well, Mr. Rahal didn't rent me the truck," is he lying or is he telling the truth?

MR. CULBREATH: Object to the form.

THE WITNESS: If he said he doesn't -- he didn't rent the truck?

BY MR. TAYLOR:

Q. If he said you didn't rent him a truck, is that the truth or you rented him a truck?

A. I rented him the truck.

Q. Okay. Good enough. Anyone else who say and advocate the same story, in other words, if anyone else say that you did not rent Reginald Morton a truck, that is not the truth, is it?

A. No.

Q. Okay. Okay. Now, let's see. Boy, my -- my head and back is killing me. It's about to bust. Okay. About the mail. Okay. Here is where we -- right here. No. 22. Okay. Here is where we are. No. 22. One here -- oh, I don't want to give you mine. I think you had already put a sticker on No. 22.

COURT REPORTER: Or I was going to take -- what do you want me to do --

MR. TAYLOR: Okay.

COURT REPORTER: -- with No. 22?

MR. TAYLOR: Let me see. Let me see that one.

COURT REPORTER: What you don't want marked I can cross out.

MR. TAYLOR: Okay. I know what it is. 22. That's 23. This is 22. And let's mark this 23. And this is 22. There we go. You got --

COURT REPORTER: Mark this as No. 22?

MR. TAYLOR: Yes. That's the actual -- here is the --

MR. CULBREATH: What's what?

MR. TAYLOR: Let -- let's use that one there. I'll keep --

ROA
p.201

p.7
w/ plaintiff's 7-9-15 summary supporting memorandum #4

RESPONSE: **El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents and is vague and ambiguous. El Cheapo further objects to this Request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. El Cheapo further objects to this Request on the grounds that it seeks information that is confidential and/or proprietary.**

4. Specifically, the name of the person(s) at El Cheapo that rented the subject truck on 6/1/13.

RESPONSE: **El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents. Subject to and without waiving the foregoing and General Objections, El Cheapo states that the person that rented the subject U-Haul truck to Reginald Morton was Roy Rahal, the manager of El Cheapo.**

Respectfully submitted,

GALLIVAN, WHITE, & BOYD, P.A.

BY: _____

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #7959)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

Columbia, South Carolina
February 14, 2014.

p.8
w/ plaintiff's 7-9-15 summary supporting memorandum #4

PLAINTIFF'S ITEM #5
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

ROA
p.202

BY MR. TAYLOR:

Q. Ready? Mr. Rahal, I would like to just draw your attention to the item that we just finished with and ask one final question. That statement that you just read, I won't ask you to read it again, is that a true statement that your attorney signed here? Is that -- that -- that's true it -- just to refresh, it says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald Morton was Roy Rahal, the manager of El Cheapo." Is that a true statement your lawyer signed?

A. Yes, sir.

MR. CULBREATH: Object to the form. You can answer.

MR. TAYLOR: Object to the form?

MR. CULBREATH: Uh-huh.

BY MR. TAYLOR:

Q. I want you to look at Item No. 6, 7, and 8. Well, let's do them one at a time. Item No. 6.

MR. TAYLOR: It's Item No.

(Exhibit No. 6 was marked or identification.)

MR. CULBREATH: I'll note for the record that the document has been altered. It has

ROA
p.203

p.9
w/ plaintiff's 7-9-15 summary supporting memorandum #4

REPWEST

www.repwest.com

June 27, 2013

Reginald Morton
824 MAURY AVE
FORT WASHINGTON, MD 20749

RE: Claim Number: 00475309-2013
Date of Loss: June 01, 2013
Reported Date: June 21, 2013

Dear Reginald Morton:

This letter acknowledges receipt of your claim. In order to process your claim quickly, we ask that you assist us by sending the following items to the address at the bottom of this page:

- [x] If applicable, a copy of the police report covering this incident
- [ ] Name, address and signed statement of facts by witness(es)
- [ ] Two (2) Estimates of damages clearly itemizing repairs and costs
- [ ] Copy of vehicle registration or title
- [ ] Color photographs which clearly depict and confirm your damages
- [ ] Proof of subrogation, estimates of repair and evidence of payment
- [ ] Name and address of U-Haul Lessee and/or Driver
- [ ] U-Haul equipment number and/or license plate number involved in incident
- [ ] Legible copy of the U-Haul rental receipt/contract
- [ ] Completed cargo loss form (please submit repair estimate for any *electronic* cargo)
- [ ] Receipts to provide proof of ownership, original purchase price, etc (PROPERTY)
- [x] Other: Please contact

Thank you,
Spencer Sussman
P.O. Box 24463
Phoenix, AZ 85074
Phone: 800-528-3066 x664366
Fax: 602-745-6417
E-Mail: ssussman@repwest.com

p.10
w/ plaintiff's 7-9-15 summary supporting memorandum #4

PLAINTIFF'S ITEM #12
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

ROA
p.204

question is a simple one. Just a couple questions on this. You ready? Just the highlight portion. The rest of it means nothing. Can I ask my question?

A. Yes, sir.

Q. All right. My question is I want to know if you recognize the name Repwest at top? Do you recognize that name? You don't have to tell me anything else. I just want to know do you recognize it?

A. Yes, I do.

Q. Okay. Who is that letter addressed to? Who is it addressed to?

A. To Mr. Reginald Morton.

Q. This letter is addressed to Reginald Morton; is that right?

A. Yes. Yes, sir.

Q. The letter says, "Dear Reginald Morton," is that correct?

A. Correct.

Q. The next line says in part, "This letter acknowledges your claim," is that correct?

A. Correct.

Q. The letter went from Rep -- Repwest's address to Reginald Morton; is that correct?

ROA p.205

p.11
w/ plaintiff's 7-9-15 summary supporting memorandum #4

A. Correct.

Q. Good. Okay. We can move on. So when you found out what Reginald Morton had done with the U-Haul rental truck what did El Cheapo do about it? When you found out in the lawsuit what he had done what did you do about it? You can just tell me in a short phrase what you did. You don't have to --

MR. CULBREATH: Object to the form. You can answer the question.

THE WITNESS: I just -- he has the contract with Repwest.

BY MR. TAYLOR:

Q. Well, I -- I don't want to get into Repwest. I'm just asking -- can I continue?

MR. CULBREATH: Yeah.

BY MR. TAYLOR:

Q. I'm -- I just want to ask you did what -- when -- so when El Cheapo -- when you, El Cheapo, found out what Reginald Morton had done with the U-Haul rental truck what did you, El Cheapo, do about it?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. When you -- when you found out about it?

A. Okay. Well, in the contract and on the

July 8, 2015

To: RepWest Ins. Company
P O Box 24463
Phoenix, AZ. 85074

(1).A COMPLETE COPY OF SUBJECT POLICY DEMANDED
(2).SUMMARY JUDGMENT PENDING 8-2015 COURT TERM
(3).HERE DEMANDING FULL POLICY LIMITS FORTHWITH

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: South Carolina Civil Case No: 2013-CP-43-1808 / Taylor v. Stop "N" Save, Inc, d/b/a/, El Cheapo Plus #7 & Roy Rahal---of---390 South Guignard Drive, Sumter, South Carolina 29150.

Dear RepWest:

Evidence has been discovered in this case that your company have liability pursuant to a U-Haul Umbrella Policy relevant the above U-Haul Dealer, being sued in the above titled action for up to $100,000,000.00 (One Hundred Million) in total damages. That up to now, Defendants' Counsels below have hidden your coverage information in violation of SCRCP & the law–sought since the filing of this action 10-9-13.

This letter is to demand that you produce forthwith, not only the coverage information, but copy of your file in total, relevant this case. If you fail to comply and promptly, motion will be filed to the court in this case compelling you to do so; & for sanctions against all Defendants' Counsels below for the violations from 10-9-13 to present. The information should be sent to above address.

Sincerely Yours,

Charles Taylor
Plaintiff

NOTE TO COURT:
The above the reason for their 6-5-15 protection order motion--to prevent questions **re** attorney fees etc,; they fear hidden info above would be revealed.

ROA
p.207

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

p.13
w/ plaintiff's 7-9-15 summary supporting memorandum #4

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEA
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) C/A No: 2013-CP-43-1808
PLAINTIFF)

RECORDED
2015 JUL 15 AM 8:51
JEANETTE GAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

vs.

(1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and
(2). ROY RAHAL;

DEFENDANTS

Plaintiff's 7-15-15 Memorandum #5 Supporting His 6-15-15 Motion for Summary Judgment on: (1).liability; (2.property & 3.IIED damages) & **Same Opposing Defendants' Summary Motion**

re: Paramount Dispositive Defendants Admission(s)

TO: ABOVE NAMED DEFENDANTS VIA THESE COUNSELS:
The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff's memorandum [**#5 re: Paramount Dispositive Defendants' Admission(s) Attached**] supporting Plaintiff's summary motion with supporting memorandums; see the following attached;

(1).Defendant Roy Rahal's admission in his 6-2-15 deposition that, (**YES**), he, (**INTENTIONALLY**), rented Reginald Morton a U-Haul Truck on June 1, 2013----*exhibit p.3 attached*-----and that;

(2).Furthermore; he did so, (**KNOWING FULL WELL**), that Reginald Morton did not have a valid driver's license on June 1, 2013---*exhibit p.4 attached*----and that;

(3).So there is no wiggle out--room left for anyone to deny liability etc., i.e., via, their plan to claim Reginald Morton didn't damage Plaintiff's rental house; but what they **forgot**-is that Reginald Morton reported the damage claim to his insurer RepWest-*exhibit p.5-7 attached*--and that;

(4).Those (would have been)-(would be) the escape routes taken by the defense in attempting to dodge liability—**but for the admissions/attachments**—yielding summary to Plaintiff in whole and or in part as moved for in his summary motion with supporting memorandums; and Plaintiff prays that such is granted and so ordered.

(5).That these may be further supplemented w/other-s at the hearing of Plaintiff's summary motion.

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **and "Summary Judgment should be granted when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ" see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 s.e.2d 799, 802 (Ct. App.2009).*** Both of which are applicable-to-the instant subject case]:

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy
Sumter, S. C. 29153 (609-7990)

Sumter, South Carolina

July 15, 2015

NOTE: That it's believed Defendants' plan on having Reginald Morton &/or Odell Morton to claim via video etc. at trial etc.-that he didn't damage Plaintiff's house-but p.5-7 attached shows that's obviously false as Reginald Morton reported his damage claim to his insurer REPWEST p.5. See 2 memo's of law w/ 6-15-15 summary motion p.7-8; as verbatim imagine p.8-9 attached herewith.

it. Do you want me to?

A. Yeah. That would be great. Yes, please.

Q. Okay. Did you intentionally rented Reginald Morton a U-Haul truck on June 1, 2013?

A. Yes.

Q. Okay. I want to show you Item No. 5.

MR. TAYLOR: Item No. 5, please, sir.

(Exhibit No. 5 was marked for identification.)

MR. CULBREATH: Yeah. It looks like 11.

MR. TAYLOR: Could I proceed? Can I proceed?

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. You want me to wait while you --

A. Just one second, please.

Q. Okay. All right.

A. Okay.

Q. My question -- I want you -- I want you to look at the highlight section.

A. Okay.

Q. My question is what does it say?

A. It says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald

Q. You -- yes.

A. That's the first time I met him, yeah, as a customer walk in and want to rent a truck.

Q. On 6-1-13?

A. Yes, sir.

Q. And he walked in and wanted to rent a truck on 6-1-13?

A. Uh-huh.

Q. Uh-huh?

A. Yes. I'm sorry.

Q. Very well. Thank you.

A. Okay.

Q. Did you know that Reginald Morton did not have a valid driver's license on 6-1-13?

A. Yes.

Q. Didn't -- did you know that Odell Morton did not have a valid Maryland driver's license on 6-1-13?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. He noted his objection. You want to answer it still? My -- I'll ask it again. Since he objected you might have lost track of the question.

A. Okay.

Q. Did you know that Odell Morton did not

ROA p.211

p.4
w/ plaintiff's 7-15-15 summary supporting memorandum #5

June 27, 2013

Reginald Morton
824 MAURY AVE
FORT WASHINGTON, MD 20749

RE: Claim Number: 00475309-2013
Date of Loss: June 01, 2013
Reported Date: June 21, 2013

Dear Reginald Morton:

This letter acknowledges receipt of your claim. In order to process your claim quickly, we ask that you assist us by sending the following items to the address at the bottom of this page:

- [x] If applicable, a copy of the police report covering this incident
- [ ] Name, address and signed statement of facts by witness(es)
- [ ] Two (2) Estimates of damages clearly itemizing repairs and costs
- [ ] Copy of vehicle registration or title
- [ ] Color photographs which clearly depict and confirm your damages
- [ ] Proof of subrogation, estimates of repair and evidence of payment
- [ ] Name and address of U-Haul Lessee and/or Driver
- [ ] U-Haul equipment number and/or license plate number involved in incident
- [ ] Legible copy of the U-Haul rental receipt/contract
- [ ] Completed cargo loss form (please submit repair estimate for any *electronic* cargo)
- [ ] Receipts to provide proof of ownership, original purchase price, etc (PROPERTY)
- [x] Other: Please contact

Thank you,
Spencer Sussman
P.O. Box 24463
Phoenix, AZ 85074
Phone: 800-528-3066 x664366
Fax: 602-745-6417
E-Mail: ssussman@repwest.com

p.5
w/ plaintiff's 7-15-15 summary supporting memorandum #5

PLAINTIFF'S ITEM #12
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

ROA
p.212

question is a simple one. Just a couple questions on this. You ready? Just the highlight portion. The rest of it means nothing. Can I ask my question?

A. Yes, sir.

Q. All right. My question is I want to know if you recognize the name Repwest at top? Do you recognize that name? You don't have to tell me anything else. I just want to know do you recognize it?

A. Yes, I do.

Q. Okay. Who is that letter addressed to? Who is it addressed to?

A. To Mr. Reginald Morton.

Q. This letter is addressed to Reginald Morton; is that right?

A. Yes. Yes, sir.

Q. The letter says, "Dear Reginald Morton," is that correct?

A. Correct.

Q. The next line says in part, "This letter acknowledges your claim," is that correct?

A. Correct.

Q. The letter went from Rep -- Repwest's address to Reginald Morton; is that correct?

ROA p.213

A. Correct.

Q. Good. Okay. We can move on. So when you found out what Reginald Morton had done with the U-Haul rental truck what did El Cheapo do about it? When you found out in the lawsuit what he had done what did you do about it? You can just tell me in a short phrase what you did. You don't have to --

MR. CULBREATH: Object to the form. You can answer the question.

THE WITNESS: I just -- he has the contract with Repwest.

BY MR. TAYLOR:

Q. Well, I -- I don't want to get into Repwest. I'm just asking -- can I continue?

MR. CULBREATH: Yeah.

BY MR. TAYLOR:

Q. I'm -- I just want to ask you did what -- when -- so when El Cheapo -- when you, El Cheapo, found out what Reginald Morton had done with the U-Haul rental truck what did you, El Cheapo, do about it?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. When you -- when you found out about it?

A. Okay. Well, in the contract and on the

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
)
PLAINTIFF)
)
vs.)
)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
)
DEFENDANTS)

RECORDED
2015 JUL 20 PM 1:09
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEA
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

Plaintiff's 7-17-15 Memorandum #6 Supporting
His 6-15-15 Motion for Summary Judgment on:
(1).liability; (2.property & 3.IIED damages) &
Same Opposing Defendants' Summary Motion

re: OTHER-Paramount Dispositive Defendants Admissions
(for 1st paramount dispositive defendant admissions-see memo #5 et al)

TO: ABOVE NAMED DEFENDANTS VIA THESE COUNSELS:
The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) &
James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff's memorandum **[#6 re: OTHER—Paramount Dispositive Defendant's Admissions Attached]**

supporting Plaintiff's summary motion with supporting memorandums; see the following attached;

From Defendant Roy Rahal's 6-2-15 Deposition Comes These Other Dispositive Admissions:
Re: 1st cause of action (*gross negligence*) in the 6-9-14 amended complaint:

(1).*That as to Reginald Morton's liability;* **see Exhibit A** p.3-5 attached; and

(2).*That as to Defendants' vicarious liability;* **see Exhibit B** p.6-9 attached; and

(3).*That as to U-Haul (U-HAUL INTERNATIONAL, INC.)* ***agency liability;*** **see Ex. C** p.10-19 attached; and

(4).That these may be further supplemented w/other-s at the hearing of Plaintiff's summary motion.

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **and "Summary Judgment should be granted when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ" see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 s.e.2d 799, 802 (Ct. App.2009).*** Both of which are applicable-to-the instant subject case]:

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se

332 Myrtle Bch Hwy

Sumter, S. C. 29153 (609-7990)

Sumter, South Carolina

July 17, 2015

NOTE: That it's believed Defendants' plan on having Reginald Morton &/or Odell Morton to claim via video etc. **at trial** etc., **in testimony for these Defendants, that he did not sign for nor rent the subject U-Haul truck--but--p.3-9 attached shows that is obviously perjury** *esp.* **as Reginald Morton reported his damage claim to insurer** REPWEST p.3--*accordingly*--**Defendant Roy Rahal admit he does not want Reginald Morton to testify as their witness in this case--*see--Exhibit. D p's 20-21.***

ROA

p.216

EXHIBIT
A
p. 3-5

www.repwest.com

June 27, 2013

Reginald Morton
824 MAURY AVE
FORT WASHINGTON, MD 20749

RE: Claim Number: 00475309-2013
Date of Loss: June 01, 2013
Reported Date: June 21, 2013

Dear Reginald Morton:

This letter acknowledges receipt of your claim. In order to process your claim quickly, we ask that you assist us by sending the following items to the address at the bottom of this page:

- [x] If applicable, a copy of the police report covering this incident
- [ ] Name, address and signed statement of facts by witness(es)
- [ ] Two (2) Estimates of damages clearly itemizing repairs and costs
- [ ] Copy of vehicle registration or title
- [ ] Color photographs which clearly depict and confirm your damages
- [ ] Proof of subrogation, estimates of repair and evidence of payment
- [ ] Name and address of U-Haul Lessee and/or Driver
- [ ] U-Haul equipment number and/or license plate number involved in incident
- [ ] Legible copy of the U-Haul rental receipt/contract
- [ ] Completed cargo loss form (please submit repair estimate for any *electronic* cargo)
- [ ] Receipts to provide proof of ownership, original purchase price, etc (PROPERTY)
- [x] Other: Please contact

Thank you,
Spencer Sussman
P.O. Box 24463
Phoenix, AZ 85074
Phone: 800-528-3066 x664366
Fax: 602-745-6417
E-Mail: ssussman@repwest.com

p.3
w/ plaintiff's 7-17-15 summary dispositive memorandum #6

PLAINTIFF'S ITEM #12
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

question is a simple one. Just a couple questions on this. You ready? Just the highlight portion. The rest of it means nothing. Can I ask my question?

A. Yes, sir.

Q. All right. My question is I want to know if you recognize the name Repwest at top? Do you recognize that name? You don't have to tell me anything else. I just want to know do you recognize it?

A. Yes, I do.

Q. Okay. Who is that letter addressed to? Who is it addressed to?

A. To Mr. Reginald Morton.

Q. This letter is addressed to Reginald Morton; is that right?

A. Yes. Yes, sir.

Q. The letter says, "Dear Reginald Morton," is that correct?

A. Correct.

Q. The next line says in part, "This letter acknowledges your claim," is that correct?

A. Correct.

Q. The letter went from Rep -- Repwest's address to Reginald Morton; is that correct?

ROA p.219

p.4 w/ plaintiff's 7-17-15 summary dispositive memorandum #6

A. Correct.

Q. Good. Okay. We can move on. So when you found out what Reginald Morton had done with the U-Haul rental truck what did El Cheapo do about it? When you found out in the lawsuit what he had done what did you do about it? You can just tell me in a short phrase what you did. You don't have to --

MR. CULBREATH: Object to the form. You can answer the question.

THE WITNESS: I just -- he has the contract with Repwest.

BY MR. TAYLOR:

Q. Well, I -- I don't want to get into Repwest. I'm just asking -- can I continue?

MR. CULBREATH: Yeah.

BY MR. TAYLOR:

Q. I'm -- I just want to ask you did what -- when -- so when El Cheapo -- when you, El Cheapo, found out what Reginald Morton had done with the U-Haul rental truck what did you, El Cheapo, do about it?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. When you -- when you found out about it?

A. Okay. Well, in the contract and on the

EXHIBIT
B
p. 6-9

it. **Do you want me to?**

A. Yeah. That would be great. Yes, please.

Q. Okay. Did you intentionally rented Reginald Morton a U-Haul truck on June 1, 2013?

A. Yes.

Q. Okay. I want to show you Item No. 5.

MR. TAYLOR: Item No. 5, please, sir.

(Exhibit No. 5 was marked for identification.)

MR. CULBREATH: Yeah. It looks like 11.

MR. TAYLOR: Could I proceed? Can I proceed?

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. You want me to wait while you --

A. Just one second, please.

Q. Okay. All right.

A. Okay.

Q. My question -- I want you -- I want you to look at the highlight section.

A. Okay.

Q. My question is what does it say?

A. It says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald

p.6
w/ plaintiff's 7-17-15 summary dispositive memorandum #6

ROA
p.222

Q. You -- yes.

A. That's the first time I met him, yeah, as a customer walk in and want to rent a truck.

Q. On 6-1-13?

A. Yes, sir.

Q. And he walked in and wanted to rent a truck on 6-1-13?

A. Uh-huh.

Q. Uh-huh?

A. Yes. I'm sorry.

Q. Very well. Thank you.

A. Okay.

Q. Did you know that Reginald Morton did not have a valid driver's license on 6-1-13?

A. Yes.

Q. Didn't -- did you know that Odell Morton did not have a valid Maryland driver's license on 6-1-13?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. He noted his objection. You want to answer it still? My -- I'll ask it again. Since he objected you might have lost track of the question.

A. Okay.

Q. Did you know that Odell Morton did not

ROA p.223

p.7 w/ plaintiff's 7-17-15 summary dispositive memorandum #6

PLAINTIFF'S MEMORANDUM OF LAW

re-Vicarious Liability of Defendants Stop "N" Save, Inc. *d/b/a* El Cheapo Plus #7 & Roy Rahal:

re: "The-*Graves Amendment*"

Graves states in pertinent part that: [a]n *owner of a motor vehicle that rents or leases the vehicle to a person (or an affiliate of the owner) shall not be liable under law of any State or political subdivision thereof, by reason of being the owner of the vehicle (or an affiliate of the owner), for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease*--**IF**: (1).the owner (or affiliate of the owner) is engaged in the trade or business of renting or leasing-& (2).**there's no negligence or criminal wrongdoing on the part of the owner (or an affiliate of the owner), 49 U.S.C. 30106(a.);**

In the instant case, the above Defendants; ***Gross*--negligently & criminally & knowingly;** aided & abetted license less drug dealer R. Morton (~~page 8 attached~~) breaking sc. crim. law--including--but not limited to; sc sec 56-1-440; in unlawfully renting him a truck to drive w/ no valid drivers license; and that the end result **is** the Plaintiff's damages as detailed in the 6-9-14 Amended Complaint. **Thus Defendants above *are not* protected by the *"Graves Amendment"* from *vicarious liability* as they claim now--or then on 6-2-14 and 9-8-14 (neither was granted) at motions hearings.**

6.That the title of *South Carolina's* law violated was: *Title 56; Chapters 1, Drivers License, Article 1, General Provisions;* which among other things, provide specifically—in relevant part-s:

a. ***Section 56-17-10*** *Willful failure to purchase license in violation of law*——**(from Chapter 17)**
A person required by a provision of law or by regulation to purchase a license, who willfully fails to purchase a license, in addition to other penalties provided by law.

b. ***Section 56-1-20*** *Driver's license required; surrender and disposition of out of state license.*
No person, shall drive any motor vehicle upon a highway in this state unless such person has a valid motor vehicle driver's license issued to him under the provisions of this article. No person shall receive a motor vehicle driver's license unless and until he surrenders to the Department of Motor Vehicles all valid operator's licenses in his possession issued to him by any other state. All surrender licenses shall be returned by the Department to the issuing department, agency, or political subdivision. No person shall be permitted to have more than one valid motor vehicle driver's license or operator's license at any time.

c. ***Section 56-1-500*** *Penalties for violating this article.*
It is a misdemeanor for any person to violate any of this article unless such violation is by this article or other law of this state declared to be a felony.

d. ***Section 56-1-440*** *Penalties for driving without a valid driver's license in South Carolina.*
A person who drives a motor vehicle on a public highway of this state without a valid driver's license in violation of sec. 56-1-20 is guilty of a misdemeanor.

e. Section 56-1-580 *Unlawful to permit unauthorized person to drive.*
No person shall authorize or knowingly permit a motor vehicle own by him or under his control to be driven upon any highway by any person who is not authorized to do so by this article or in violation of any of the provisions of this article. **Re: Defendant's responsibility.**

f. ***Section 56-1-510*** *unlawful use of license. It is a misdemeanor;*
(2).to lend his driver's license to any other person or knowingly permit the use of it by another.
(3).to display or represent as one's own driver's license or any driver's license acquired in violation of this section.
(7).to do any act forbidden or fail to perform any act required by this article.

g. ***Section 56-1-515*** *Unlawful use of another's license.*
(2).it is unlawful for any person to use a motor vehicle driver's license not issued to that person.
(4).any person violating the provisions of subsection (2).is guilty of a misdemeanor.

Article 2

ROA
p.225

h. ***Section 56-1-620***
(2). The violation of a law or ordinance is, *evidence*, that the violator engaged in conduct which is likely to endanger the safety of persons and property.

EXHIBIT
C
p. 10-19

U-HAUL AGREEMENT WITH INDEPENDENT DEALERS DOES NOT VIOLATE ANTITRUST RULES

March 9, 2005

PHOENIX -- Based on a review of the agreements between U-Haul Companies and independent dealers, a federal appeals court concluded that the dealers are truly agents, allowing pricing to be determined by the U-Haul Companies.

"This opinion validates the way we do business," said Larry De Respino, U-Haul director of Litigation. "U-Haul Companies and dealers across the nation can continue to provide consumers with the same great products and service, at the lowest cost."

U-Haul Companies conduct the rental business through a network of more than 1,300 company-owned rental centers and about 13,700 independent dealers. The independent dealers typically are hardware stores, storage centers, gas stations and other businesses.

U-Haul was represented by a team of lawyers from the national law firm of Bryan Cave LLP led by Lawrence Scarborough, a partner in the Phoenix office.

"Along with validating the agency relationship," Scarborough said, "the contracts clearly stated that the U-Haul Companies would bear the risk of loss or damage to the equipment, thereby refuting any possibility of coercion on the part of the companies."

The Bryan Cave team that assisted U-Haul in this claim also included Partner Alex Grimsley and Associates Meridyth Andresen, Arindam Kar and Jason Hall.

Bryan Cave is among the 35 largest law firms in the world and has a diversified international practice. The firm represents a wide variety of business, financial, institutional and individual clients, including publicly held multinational corporations, large and mid-sized privately held companies, partnerships and emerging companies. Aided by extensive investments in technology, Bryan Cave's 800 lawyers in 15 offices across the United States, United Kingdom, the Middle East and Asia efficiently serve clients' needs in the world's leading business and financial markets.

For more information, contact
Luis Mocete at 212/541-1141
luis.mocete@bryancave.com

ROA
p.227

p.10
w/ plaintiff's 7-17-15 summary dispositive memorandum #6

PLAINTIFF'S ITEM #1
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

MR. TAYLOR: Are you going to let him answer it?

MR. CULBREATH: He can answer the question. I'm objecting --

MR. TAYLOR: Okay.

MR. CULBREATH: -- to the form.

MR. TAYLOR: All right. Okay.

MR. CULBREATH: I have not instructed him to not answer.

MR. TAYLOR: Okay. All right.

MR. CULBREATH: I've simply objected to the form.

BY MR. TAYLOR:

Q. So my question is are the dealers, which you've said you're a dealer?

A. Uh-huh.

Q. Are you truly agents of U-Haul when renting the trucks to the public?

MR. CULBREATH: Object to the --

THE WITNESS: Yes.

MR. CULBREATH: -- form.

BY MR. TAYLOR:

Q. All right. Who actually own the U-Haul trucks rented to the public in general?

A. Who owns it?

first --

MR. CULBREATH: All right.

MR. TAYLOR: -- before I sign it and send it back to you.

MR. CULBREATH: We'll send you one.

MR. TAYLOR: Okay. Very well.

BY MR. TAYLOR:

Q. My next question is does the agreement with U-Haul spell out who gets what when and how much of the rental money?

MR. CULBREATH: Object to the form. You can answer the question.

THE WITNESS: Okay. We just -- as I stated before, I'm an agent and basically what I do is the paperwork. And, you know, they have, you know, rules, you know, that I've been trained to do the contracts and so it could be a rise --

BY MR. TAYLOR:

Q. With the customer you're talking about?

A. Yes.

Q. Okay. Go ahead.

A. If I didn't fill -- you know, fill the whole thing, won't skip to the other the page, that is part of the contract. And as far we get percentage from the deal. Trailers different than

ROA p.229

Q. Okay. All right. Good enough.
A. Under state rules too.
Q. Okay. How long have you been U-Haul truck rental agents to the public in Sumter? I think you said earlier about four years? I mean --
A. Uh-huh.
Q. Yes? Is that a yes?
A. No. It's almost -- almost three years.
Q. Okay. Okay. About the morning of 6-1-13 -- and when I -- just for clarity as we go forward, when I say 6-1-13 you know I'm referring to the morning that you rented the truck that's at issue in this case?
A. Uh-huh.
MR. CULBREATH: You have to say yes or no, not --
THE WITNESS: Yes.
MR. CULBREATH: -- uh-huh or huh-uh.
THE WITNESS: I'm sorry. Yes.
BY MR. TAYLOR:
Q. Thank you. About the morning of 6-1-13 -- let me begin by asking you do you recall Reginald Morton from that morning?
A. What -- what do you mean recall? Do I know him? Do --

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. Okay. Very well. Thank you.

A. Okay.

Q. So to be clear, the money from the truck rental benefited both you, El Cheapo, and U-Haul; is that correct? In other words, the rental money from that benefited all three of you because all -- all three of you, did you get -- is my question all three of you got a portion of money?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. Let me ask the question. Of that rental money did you, El Cheapo, and U-Haul got part of the money? Regardless to what amount it was, all three of you all got something out of the deal?

A. Well, yeah. I'm an agent. I get commission. I get --

Q. Okay.

A. -- my commission.

Q. And then U-Haul got something out of it and then you -- El Cheapo got something out of it?

A. No. No. Whatever. The commission is -- is for El Cheapo.

Q. Okay.

ROA
p.231

p.14
w/ plaintiff's 7-17-15 summary dispositive memorandum #6

BY MR. TAYLOR:

Q. I see.

A. When it's returned and it's turned back in, then that's it. So we know exactly how much it cost -- and the customer will know exactly how much it cost him since he picked up the truck from A until he drop it at B.

Q. So long story short, you gets a percentage whenever you rent a truck off the rental fee?

A. Correct.

Q. The other portion goes to U-Haul?

A. Definitely.

Q. Okay. Whose rules and guidelines are they, U-Haul's or yours? You operate under whose -- when renting the trucks to the public whose rules and guidelines are they that you operate under, yours or U-Haul's?

MR. CULBREATH: Object to the form. Go ahead and answer the question.

MR. TAYLOR: Pardon me?

MR. CULBREATH: I said I object to the form.

BY MR. TAYLOR:

Q. Go ahead.

A. Well, U-Haul -- basically U-Haul rules.

Q. I'm sorry. I apologize.
A. That's all right.
Q. I'm talking about the rental that you rented --
A. Okay.
Q. -- for whatever amount of money. What -- what percentage did you get and what percentage did U-Haul get? Ten percent to you, 90 percent to them?
MR. CULBREATH: Object to the form.
BY MR. TAYLOR:
Q. What percentage of the money went to you and what percentage went to U-Haul? If you don't know, say, "Well, I don't know." If it's a true answer, say, "I don't know." If it's true, say, "I don't know." If you know, then you say you know and tell me what it is.
A. I -- I don't know exactly, but it's --
Q. Okay.
A. The -- the rental goes between 15 to 25.
Q. Okay. All right. All right.
VIDEO OPERATOR: We've got about five minutes.
THE WITNESS: The percentage.
VIDEO OPERATOR: We've got about five minutes on video left before we need to change the

ROA
p.233
p.16
w/ plaintiff's 7-17-15 summary dispositive memorandum #6

tape.

MR. TAYLOR: Okay. Okay. Okay.

BY MR. TAYLOR:

Q. That percentage that you just gave me an about, is that in writing in the agency agreement between El Cheapo and -- I mean, between you and U-Haul? Is that in writing as to what percentage you get or --

A. That's in the contract.

Q. That's in the contract. Okay.

A. That's what -- that's not the -- now, it's not the written contract. That's when we give the license with U-Haul to be presenting -- you know, to be a dealer.

Q. Uh-huh.

A. You know, they'll tell you, okay, to -- if you'll -- if you're going to be a dealer, you'll get this, that, this, that, this, that, et cetera.

Q. Oh, so that's spelled out in that agreement then?

A. Yes.

Q. Okay. Who controls and set all U-Haul rental rates, rental rules, rental policies, et cetera? Do you do that or that's -- let me ask the question again.

don't know." If you know, whose -- who -- whose money did that go to of that particular rental?

MR. CULBREATH: Object to the form. Asked and answered.

THE WITNESS: Okay. If you notice that was a contract and it was paid by a credit card. So all the credit cards -- I mean, all the -- all the credit cards goes to -- to the U-Haul on the contract and they can collect all the deals during the month. At the end of the month they'll tell me, "Okay. You get your commission," so on and so, and it's deposited in their account.

BY MR. TAYLOR:

Q. So on this transaction what was that commission when you did get it?

A. I do a lot of contracts every month. I can't -- I don't --

Q. About? About? About? Give me an about how much on that contract did you get?

A. Well, let's say about --

MR. CULBREATH: Object to the form.

THE WITNESS: -- 15 percent.

BY MR. TAYLOR:

Q. 15 percent? Okay.

MR. TAYLOR: Object to form?

ROA
p.235

p.18
w/ plaintiff's 7-17-15 summary dispositive memorandum #6

July 15, 2015

To: Gray T. Culbreath, Esq.
P O Box 7368
Columbia, SC. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: C/A: 2013-CP-43-1808-Taylor v. Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 & Roy Rahal.

Dear Mr. Culbreath:

Continuing in the spirit of civility and cooperation per our 7-1-15 status conference w/d Judge James:

This letter is to kindly ask you /defendant's permission to amend the 6/9/14 amended complaint to add: U-Haul International, Inc., as an agency defendant, etc. You/defendants can of course thereafter amend your answer to reply to that which is added; as nothing will be changed in the 6/9/14 amended complaint; but only added re; agency. Thus I'm not attaching a proposed copy of the same 6/9/14 complaint here again, for now. This request is in hopes of avoiding a time consuming motion just to add as stated-while discovery is still going on and trial several months away to December 7, 2015. Please reply promptly so I'll know if I need to file the said motion.

I'm attaching some proof of their agency in hopes that it want be argued to the contrary now. In any case, consider this a friendly reminder, to put U-Haul International, Inc. on notice as an agency Defendant pursuant SCRCP 15(c).

Sincerely Yours,

Charles Taylor
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

EXHIBIT
D
p. 20-21

he's going to testify? If you know, you can say, "Well, yes, I know that he's going to testify." If your knowledge say you don't know, just whatever your knowledge tells you. Does -- do you know that he --

A. I don't know.

Q. You don't know?

A. I don't know.

Q. Okay.

A. We never -- we never spoke. I don't -- I don't know the person after that rental.

Q. Okay. All right. Have anyone told you drug dealer and bail jumper Reginald Morton is going to testify at your -- as a witness at your trial? Did anybody tell you that Reginald Morton is going to testify or -- you can say yes --

A. No.

Q. -- or no. No. Nobody told you that, right?

A. Huh-uh.

Q. Okay. Do you and El Cheapo, meaning you, want drug dealer and bail jumper Reginald Morton to testify as your witness at trial of this case? In other words, does -- is that what you want? You can tell me yes or no.

A. No.

MR. CULBREATH: Object to the form.

THE WITNESS: No.

MR. TAYLOR: Object to the form.

THE WITNESS: No one told me about this.

BY MR. TAYLOR:

Q. You said no. Do you believe and expect him to tell the truth, if he do? Do you believe -- I'm just asking about what you believe now, you. Do you believe and expect Reginald Morton, bail jumper and drug dealer, to tell the truth if he testified for you? I'm just asking what you expect him to do. Do you expect him to tell the truth?

A. I don't know --

MR. CULBREATH: Object to the form.

THE WITNESS: -- the person.

BY MR. TAYLOR:

Q. Oh, you don't know the person.

A. I mean, I -- he rented -- he rented the --

MR. TAYLOR: You objected?

MR. CULBREATH: I did object.

THE WITNESS: I don't know his personality. I mean, a customer walk in with -- with a legal document.

ROA
p.239
p.21
w/ plaintiff's 7-17-15 summary dispositive memorandum #6

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEA
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) C/A No: 2013-CP-43-1808

RECORDED
2015 JUL 22 PM 1:25
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

PLAINTIFF)

vs.)

(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)

DEFENDANTS)

Plaintiff's 7-20-15 Memorandum #7 Supporting
His 6-15-15 Motion for Summary Judgment on:
(1).liability; (2.property & 3.IIED damages) &
Same Opposing Defendants' Summary Motion

re: Property Damages Dispositive Defendants Admissions
(for other dispositive defendant admissions-see this memorandum et al)

TO: ABOVE NAMED DEFENDANTS VIA THESE COUNSELS:
The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff's memorandum **[#7 re: Property Damages Dispositive Defendants Admissions Attached]**

supporting Plaintiff's summary motion—**re: the property (house) damages;**

from defendant Roy Rahal 6-2-15 deposition come these dispositive admissions:

(1).*That as to Reginald Morton's 6/1/13 condition, what property damages he did, & Defendants awareness of it*—**see—Defendants Admissions**-p.3-4 attached; and

(2).*That as to the ultimate property damages amount caused total*—**see—Plaintiff's affidavit**-p.5-9 attached; re *especially* p.7 paragraph 13—and p.9—as to the total property loss; and

ROA
p.240

(3).That these may be further supplemented w/other-s at the hearing of Plaintiff's summary motion.

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **and "Summary Judgment should be granted when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ" see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 s.e.2d 799, 802 (Ct. App.2009).*** Both of which are applicable-to-the instant subject case]:

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se

332 Myrtle Bch Hwy

Sumter, S. C. 29153 (609-7990)

Sumter, South Carolina

July 20, 2015

BY MR. TAYLOR:

Q. Are you aware of that as of today then?

A. Yeah. Now --

MR. CULBREATH: Same objection.

THE WITNESS: -- you've shown it.

BY MR. TAYLOR:

Q. Of just -- of the bills is what I'm saying?

A. Yes.

Q. Okay.

MR. TAYLOR: You -- you say I can't establish that. I think I can, but we'll move on. I have done. So -- all right. Okay. I can move on now. No. 32. Okay. These are -- let's see here. That was number?

MR. CULBREATH: 32.

MR. TAYLOR: 32. Okay. Good. All right. Now, let me just move right along. Let me ask you a quick question. Can I proceed?

MR. CULBREATH: Sure.

BY MR. TAYLOR:

Q. Mr. Rahal, it was drug dealer and bail jumper Reginald Morton who came to my rental house all high and smoked up on pot, et cetera, driving the U-Haul truck and intentionally tore up my house

with the U-Haul truck you rented on 6-1-3. My question is are you now at this moment aware of that?

MR. CULBREATH: Object to the form. You can answer the question.

BY MR. TAYLOR:

Q. Are you aware of --

A. Yeah.

Q. -- that as of now?

A. As of now, yes.

Q. Okay. You wasn't aware of that before?

MR. CULBREATH: I object to the predicate that existed before he answered the question.

MR. TAYLOR: Okay.

MR. CULBREATH: Go ahead.

BY MR. TAYLOR:

Q. Are you aware -- you weren't aware of that before? You're saying you're aware of it today, but you was not aware of that before?

A. I -- I --

MR. CULBREATH: Same objection.

THE WITNESS: I heard about it before from your letters, but that's -- and I didn't take it serious.

ROA
p.243
p.4
w/ plaintiff's 7-20-15 summary property damages dispositive memorandum #7

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

Re: Effects of Drug Dealer & Bail Jumper Reginald Morton and the Defendants' et al. s' IIED on Me from 6-1-13 to Present and Ongoing.

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That First: I am disable and live alone @: 332 Myrtle Beach Hwy in Sumter-County SC. 29153; and that my claim for the specific IIED damages--arose out of Defendant Roy Rahal; the manager of Defendant Stop 'N' Save, d/b/a El Cheapo Plus #7; and the Agent of U-Haul; (hereafter Rahal /El Cheapo--the "Defendants"); getting together with, & renting a U-Haul Truck to, a third party, drug dealer and bail jumper--Reginald Morton, (hereinafter "Morton" or "Reginald Morton"), with no driver's license, and assisting him in forging father's name, (a fact that was lied about until 6-2-15), on the U-Haul truck rental documents, in a drug deal. That he--Reginald Morton, just fresh out of jail on bail, for having committed still another crime, then came; (because he was seething mad & looking for revenge, because I had the Honorable Judge Kristy F. Curtis, evict them for non-rent payment, and, for his drug dealing & illegal gun running, from the house I rented to them); came w/ his illegally rented U-Haul truck from Defendants--to move & intentionally, wantonly, w/ malice, & evil planning, etc. (high on marijuana pot / drugs, etc.) & inflicted on me the following severe IIED; Manifesting itself into severe Physical Distress Also;

(TO INCLUDE EXTENT OF ALL DAMAGES: $150,000.00 PROPERTY-HOUSE & $25 up to $100 MILLION SEVERE IIED et al. AS BEST STATED HEREIN IN SUMMARY FROM 6-1-13 TO PRESENT & ONGOING INTO FUTURE TO SHORTEN-ING LIFETIME—EXCLUDING ANY PUNITIVE DAMAGES)

2.That I screamed in horror & outrage from my house as I watch helplessly-drug dealer & bail jumper, Reginald Morton's atrocious conduct, as he intentionally and spitefully backed hard--his U-Haul truck into the porch end of my (rental house @ 334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage.

3.That I looked through my side window directly at him and the look on his face; my heart sink and skip at least a beat and flutter; I felt I was having a heart attack; my blood pressure shot up until I felt like someone had hit me in the back of the head with a big sludge hammer; my body started to ache all over; my joints started to hurt; it was a cruel-outrageously-paralyzing-feeling, that no one should ever be expected to suffer from conduct of another in a civilized community.

4.Because I was watching my whole life savings be ruined; my life flash before my eyes; if it was damages badly; how would I rent it to get my medication; I would die without it--all these kind of thoughts flashed through my head & my mind instantly; as I lost breath & struggled to breathe.

p.5
w/ plaintiff's 7-20-15 summary property damages dispositive memorandum #7

5.That thereafter somehow after collecting myself just enough to stand up & manage to hobble to and out of my front door over towards where Morton was; and I screamed in horror and outrage at his atrocious conduct for intentionally trying to tear up my rental house; saying–how did you get that truck? (knowing he had no driver's license); to which he—looking raven mad and high on marijuana pot / drugs, etc., answered by swiping his hand across his nose; sniffing it to indicate, he got it in a drug deal & (he) saying—it'll get you what you want—in a spiteful manner to me;

6.I had already seen his conduct was very extreme, outrageous, reckless, intentional, malicious, vengeful and egregious, willful, and wanton, etc., with the obvious intent to do maximum harm; (for revenge for having evicted them); by intentionally inflicting extreme & severe (*i.e. substantial & enduring*) emotional & physical distress harm on me by tearing up my rental house—(because he knew from my past telling him so when I went for his always late rent money)-that I was disable & depended on that house rent for supplemental income to pay for must have survival medications, etc.

7.Therefore, Reginald Morton knew I was peculiarly susceptible to his outrageous and atrocious conduct of intentionally damaging my house & was certain or substantially certain that extreme and severe emotional & physical distress, (and possibly-eventual-death), would be the end result from his prior knowledge of my situation—the reason he targeted my rental house—because he intended & knew the end result. He obviously didn't have to be a genius or sober to figure that one out!

8.Thereafter, I could not eat, I lost my appetite on and off for days into weeks; I lost weight; and I had and still have nightmares, on and off all the time, of looking at the whole recreation, in my dreams, and my waking up, screaming, and hollering in horror, and outrage, at Reginald Morton.

9.That then or since–among other things; I suffer-serious-severe-constant & extreme: ulcers; headaches; emotional injury causing forgetfulness ect.; having visits of hurt self-thoughts; bouts of depression; fright; nervousness; grief; anxiety; worry; mortification; shock; indignity; foreboding, inconvenience, mental anguish; health loss; credit loss; humiliation; apprehension; fatigue; isolation; gastro problems; comprehensive IIED manifesting in physical injury; nausea; migraines; degradation; crying; uncertainty; spiteful litigation; joints disfigurements; lack of dental care; lack health care; knots; mobility impairment; as well as physical pains, et al. etc. & otherwise my life was materially & severely disrupted in many ways, (**especially by this spiteful litigation, etc.**), all caused by the actions of drug dealer & bail jumper Reginald Morton & Defendants' said conduct, & its continuing effect on me–my life & its quality; (look at the ***intensity & duration*** of said conduct on my life & its quality from 6-1-13 to now re attachments).

10.That Reginald Morton's outrageous, and atrocious conduct, and the results inflicted on me is the kind of thing that no human being should ever have to suffer, even in an uncivilized community.

11.That after the initial horror of drug dealer & bail jumper Reginald Morton's outrageous conduct, I continued to progressively get worse, with Dr. visits, until Morton's IIED eventually lead me to the Tuomey Regional Medical Center ER on 08-06-13 w/ persistent dizziness and falling spells, & continued on & off to Drs. & Hospital ERs since then–to last time 6-3-15; with all other medical treatments in between those dates & since then from a variety of other medical providers, together evidence by any attachments, but not limited thereto, culminating into now back cancer & heart failing.

12.That in between then 6-1-13 and now (present), the lack of being able to afford my must have timely medications with the rent money, (because the damage house leaking water when it rains 6-1-13 to now from Reginald Morton's outrageous conduct, have destroyed my rental house, by it rotting out to the foundation etc., thus no rental income), have led directly, between 6-1-13 to present, causing my medical conditions to worsen to now needing many different surgeries, etc.

13.That the same outrageous conduct of drug dealer & bail jumper Reginald Morton from 6-1-13 have directly caused and led my investment into my rental house being lost—total $150,000.00; (receipts in the record--filed--date stamp: 2014 SEP 16 AM 9:14; & other detailed in 6-9-14 amended comp.).

14.That the said extreme & outrageous conduct of Reginald Morton from 6-1-13, (w/ it effect continuing all the way to the present), have directly led to extensive medical bills--filed date: 2015 JUN-1 PM 3:17; which effect and bills will continue into the future--shortening my live time-as it is obvious from all the: (a).medicals; & (b).photographs; (ON REQUEST--TO VOLUMINOUS FOR HERE-EXCEPT ANY HEREWITH).

15.That the said extreme & outrageous conduct of drug dealer and bail jumper Reginald Morton and its effects (was)(is)(are) so extreme and outrageous that such exceeds all possible bounds of decency and thus must be regarded as atrocious, and utterly intolerable in a civilized community; which the foregoing would cause the average community member to immediately react in outrage.

16.That no one can (truthfully or credibly) deny that the foregoing said extreme and outrageous conduct of drug dealer & bail jumper Reginald Morton: (a).did not caused me severe emotional and physical distress, or (2).that it was intentional, or (3).with continuing effect, or (4).that such foregoing emotional and physical distress suffered by me was so severe so that no reasonable person could be expected to endure it, or (5).the IIED was the intended or primary consequences of his conduct.

17.That obviously the said extreme & outrageous conduct of drug dealer & bail jumper Reginald Morton could not have been possible, **but for**, the illegal & outrageous conduct in para. #1 above of Defendants Roy Rahal / El Cheapo—**(Hence: this vicarious suit against these Defendants).**

(18).RE: THE IIED BY REGINALD MORTON, AS SHOWN ABOVE, DEFENDANTS ROY RAHAL & EL CHEAPO see PARA. #1 ABOVE, NOT ONLY CONTINUED, BUT INTENSIFIED SAME &/OR LIKE KIND CONDUCT TO FURTHER THE IIED ON ME AS FOLLOWS:

19.That essentially I later notified them (& U-Haul) of drug dealer & bail jumper Reginald Morton's said above conduct and damages to that time, (& their illegal conduct that enabled it--*see*--para. #1), and my demanding compensation for damages to that time, from them (promptly) to mitigate any further damages & their response (conduct) was one of no less outrageous, shocking & horrifying; (not 1 brown penny, essentially saying that all the foregoing above notwithstanding, they didn't care, they were not going to pay one brown penny & there was nothing I could do about it; **then** suit was filed on 10-9-13 to show what could be done about it, & amended 6-9-14 to present form).

20.That from that date to the present here--their cumulative conduct (that began in para. #1 above) & (continued on to their unjust and odious refusal to compensate me in a just and timely manner so that all my present damages could be mitigated, including most importantly to my health, is sure tantamount to *intentional torture on me* by their *intentional tortious conduct*--nothing short of it) & have been no less heinous, malicious, egregious, outrageous, intentional, spiteful, abusive etc. et al; and have caused no less IIED damages than that of the drug dealer and bail jumper Reginald Morton that they rented their U-Haul truck to--illegally in 1st place--as stated in para. #1 above-onward to below.

21.That their basic attitude have been just as vindictive, as that of their license less drug dealer & bail jumper Reginald Morton; but for different reasons; they were more than just a little incensed **(ALL BECAUSE I DARED SUE THEM; YOU SUE US--THE U-HAUL PEOPLE--AS ONE PUT IT, i.e., THEIR ATTITUDE)**.

22.That Defendants continuously, (had & held the mountain top view looking down), in that they continuously asked for my medical documentations, etc. to prove my case, and then turn around, & used that information to know my exact financial-especially health-vulnerabilities & susceptibilities & use that information to outrageously further cause & inflict more severe, (*i.e. substantial & enduring*), maximum & supreme emotional and physical distress upon me, to the point of inducing my now, CANCEROUS CONDITIONS IN CENTER BACK & FAILING HEART CONDITIONS: (by withholding just compensation for heretofore said damages), to wrongfully, evil, and outrageously punish me, for justifiable suing them for the same stated above just damages that they heinously refused rightful payment to me for, after repeated & constant in essence begging them for--from before 10-9-13, all the way up to now, & **ALL TO NO AVAIL TO THIS DATE; & TO MY EVERY OUT STRETCHED HAND, IT WAS SLAPPED W/ MORE LITIGATION!**

FURTHER AFFAINT SAYS NOT (HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

15th /TH DAY OF JUNE 2015

Beverly L. Hawkins
Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

ROA
p.247

p.8
w/ plaintiff's 7-20-15 summary property damages dispositive memorandum #7

PLAINTIFF CHARLES TAYLOR'S SUPPLEMENTAL TESTIMONY AFFIDAVIT
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: Reginald Morton's Initial IIED Conduct

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That I screamed in horror & outrage from my house as I watched helplessly-Reginald Morton's atrocious etc. **conduct** (*high up on pot, drugs, marijuana, etc.*) as he intentionally & spitefully backed his U-Haul truck hard, (*meaning--as in attempting to destroy*), into the porch end of my (rental house @334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage; & that but for the house being approx. 100 years old and hard as old hickory hardwood--which age and hardwood gave it-its unusual character and value--it would have been destroyed, instead of just damage--then, where after the leaking water eventually did, in effect, destroy it--rotting out the floor & foundation & such leaking water damages has now rendered it useless & valueless since 6-1-13.

2.That Reginald Morton's, *seething mad*, above conduct was motivated by his thirst for revenge for my having had the Honorable Judge Kristy F. Curtis evict them for non-rent payment & for Reginald Morton's drug dealing and illegal gun running, from the rental house I rented to them.

FURTHER AFFAINT SAYS NOT-
(HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

8 /TH DAY OF JULY 2015

Beverly L. Hawkins

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

p.9
w/ plaintiff's 7-20-15 summary property damages dispositive memorandum #7

RECORDED
2015 SEP 22 PM 2:34
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER) IN THE COURT OF COMMON PLEAS
CHARLES TAYLOR) 3rd JUDICIAL CIRCUIT
) C/A No: 2013-CP-43-1808
PLAINTIFF)
VS.)
(1). STOP "N" SAVE, INC.) AMENDMENT OF 9-22-15 TO:
d/b/a) **Plaintiff's** 7-20-15 *Dispositive* **Memorandum** #7
El Cheapo Plus #7 and) Re: The *Property* Damage Total Loss Amounts
(2). ROY RAHAL;)
) **For Dispositive Motions Hearing Oct. 14, 2015**
DEFENDANT)

To The Court; & To the Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

AMENDMENT OF 9-22-15 TO:

Plaintiff's 7-20-15 *Dispositive* Memorandum #7 re: The *Property* Damage Total Loss Amounts:

COMPENSATORY

1.House Total Loss	$150,000.00--see p.1 attached.
2.To Bulldoze, Clean Up & Dispose Of	$ 7,500.00--see p.2 attached.
3.Rental Income Loss	$ 18,200.00--see p.3 attached.
Total Loss	$ 175,700.00 ***Grand Total

Miscellaneous Pages----------See--p.4-7 attached.

Respectfully Submitted;

CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153
803-609-7990

Sumter, South Carolina
September 22, 2015

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RECORDED
2015 SEP 18 PM 4:45
JACQUELINE CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

RE: PROPERTY--HOUSE--TOTAL RUIN LOSS VALUATION

IN THE CASE OF CHARLES TAYLOR v. U-HAUL ET AL. 2013-CP-43-1808

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That I have been in the *individual* real property purchase & resale business for over 30 years;

2.Over that time I've evaluated & valued hundreds of residential mostly & commercial properties;

3.That my expertise mainly is in older (w/some historic value) house purchase, restoration & resale;

4.**THAT IN A NUTSHELL;** there are some others, but 3, primary standard ways to value a property;

a. by what you have total invested in it;
b. by the amount of income it can earn-if that's what it was purchase for;
c. by what similar property of the same caliber in area recently sold for;

5.That by whichever method a property is valued depends on the one that's most applicable;

6.That in the instant case, the former is most applicable, for a variety of reasons, including it was not purchase to rent but for resale after restoration, but rented due to a well-known down turn in the market and because it had one of a kind-approx.100 years old-hickory hardwood floors etc. & none known just like it in area; & was purchased cash & top dollars invested expecting high return-see-*cash purchase price & restoration invested* all I had *receipts all in file $150,000 total;*

7.And it's all totally ruin as stated in 6-9-14 amended complaint & throughout court file to date and now must be bulldozed--all due to the stated actions of Defendants and Reginald Morton 6-1-13.

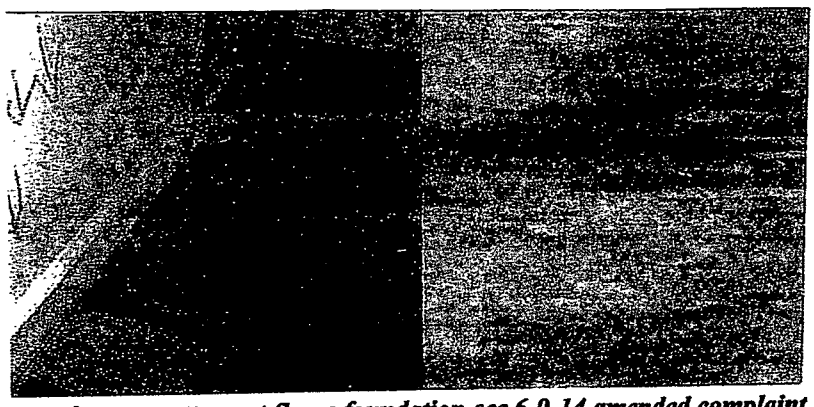
FURTHER AFFAINT SAYS NOT (HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS 11 DAY OF SEPT 2015

Notary Public of South Carolina
MY COMMISSION EXPIRES ON 6/7/2017

JOANNE B. BRUNSON
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
COM. EXP. 09-06-2017



water damage rotten out floors foundation-see 6-9-14 amended complaint

WHICH WILL COST $7,500.00 TO TEAR DOWN

AND DISPOSE OF.

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA
FILED
2015 SEP 18 PM 4:45
CLERK OF COURT
SUMTER COUNTY, S.C.
RECORDED

803-968-1076 695506

Statement

DATE 9-18-15 TERMS

TO MR. CHARLES TAYLOR
334 MYTLE BRANCH Y.
SUMTER. S.C. 29150

IN ACCOUNT WITH TIM'S TREE SERVICE
2200 NIMS RD.
SUMTER, S.C. 29153

TATE DOWN
HOUSE & CLEAN
UP & HAUL OFF

TOTAL DUE
$7,500.00

LOT UP
FRONT
AND HALF WAY
FINISHED

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

adams DC5812

ROA
p.251

p.2
w/ plaintiff's 9-22-15 amendment
to his 7-20-15 *dispositive*
memorandum #7

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RECORDED
2015 SEP 21 PM 3:18
JEAN CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

RE: RENTAL INCOME LOSS 6-1-13 TO 10-1-15 FROM 334 MYRTLE BCH HWY

IN THE CASE OF CHARLES TAYLOR v. U-HAUL ET AL. 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes & says:

1.That the rental income loss from 6-1-13 to 10-1-15 is $18,200.00 and continues at the rate of $650.00 per month for 11-1-15 until.

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

FURTHER AFFAINT SAYS NOT
(HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

21 **/TH DAY OF SEPT 2015**

Soyla Rice

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: October 18, 2023

SOYLA RICE
NOTARY
PUBLIC
SOUTH CAROLINA

RECORDED
2015 SEP 11 PM 2:50
JANICE S. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge 2.w/admissible trial facts-evidence 3.is competent)

Re: THE DAMAGE I SAW TO BACK OF MORTON'S TRUCK AS IT LEFT 6-1-13

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That as to the damage I saw to the back of Reginald Morton's U-Haul truck as it left on 6-1-13 from 334 Myrtle Bch Hwy Sumter-after smashing back into my house there attempting its destruction;

2.That because the back truck bumper protrudes-further enough out from the truck, to protect it from damage-to the truck itself on impact--with the bumper absorbing all the thrust etc-as it was made of tough metal for that specific purpose;

3.Thus the damages that I could see with my own eyes from my window was the bright red paint that had embedded on bumper from where it had impact the red brick porch-steps etc; see color below;

4.Whatever other damages, if any much to the tough metal-(appeared to be steel)-bumpers, I was not able to see from where I was, the house right beside at 332 Myrtle Bch Hwy Sumter SC 29153.

FURTHER AFFAINT SAYS NOT
(HEREIN)

CHARLES TAYLOR

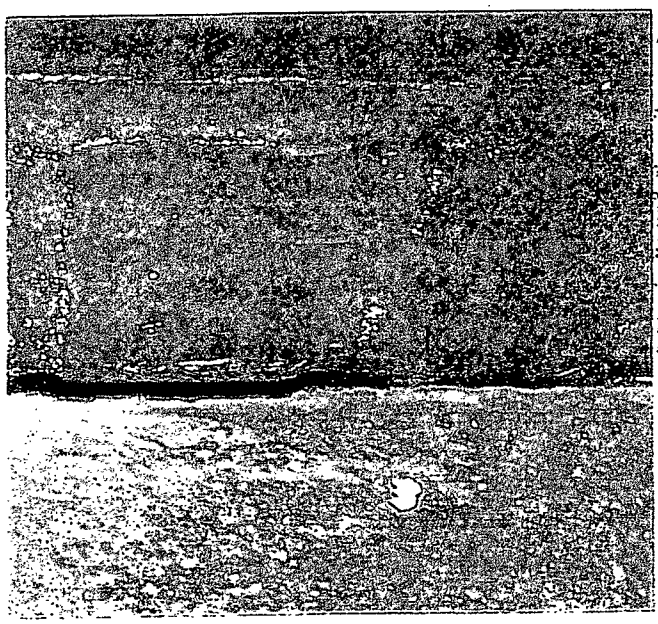
SWORN TO BEFORE ME ON THIS

11th /TH DAY OF SEPTEMBER 2015

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON October 18, 2023



color porch steps painted above / damages see amended complaint

ROA
p.253

RECORDED
2015 AUG -3 PM 3:39
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

AFFIDAVIT OF MARY MITCHELL
What I Saw Reginald Morton Do
On the Morning of June 1, 2013

Personally appeared before me having been duly sworn, MARY MITCHELL, deposes and says the

FOLLOWING:

BASICALLY:

1.I was at Charles Taylor's house at 332 Myrtle Bch Hwy Sumter SC 29153 on the morning of 6/1/13;

2.I came up just as Mrs. Rosa McBride was leaving, as I came to get the clothes he wanted washed;

3.As to the conduct of Reginald Morton on morning of 6/1/13; I saw him come driving a U-Haul truck;

4.I then turned and went into Mr. Taylor's kitchen with my plate, when shortly thereafter, I heard Mr. Taylor screamed a horrible scream like someone was attempting to kill him, (which it scared me almost into a heart attack as I dropped my plate), and when I shouted what's wrong, he said, that dope head is trying to tear up my rental house;

5.By that time I made it to the window that Mr. Taylor was looking out, holding his chest; I saw Reginald Morton back the U-Haul truck into the porch end of Mr. Taylor's Rental house repeatedly like a mad man and looking like one;

6.By the time Mr. Taylor and I managed to get to and out of his front door and somehow over to near where Reginald Morton was; you could smell the marijuana, alcohol, and smoke, and so on;

7.I feared violence from Morton so I told Mr. Taylor, just lets go back into the house, while Mr. Taylor screamed, in a rage; how did you get that truck and Morton ran his hand across his nose and smell it; and said, it will get you what you want. I understood it to mean he got it with drugs;

8.We went back into Mr. Taylor's house as he, disable, was obviously very sick from Reginald Morton's outrageous conduct and he have been getting worse from it day-by-day ever since that morning 6/1/13;

9.I to was outrage and nervous from Reginald Morton's conduct and sick but eventually got better.

SWORN TO BEFORE ME
This 15th Day of July 2015
Beth Wright
NOTARY PUBLIC for SC
MY COMMISSION EXPIRES
Oct 29, 2016

I Say No More;
Mary Mitchell
Mary Mitchell

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RECORDED
2015 SEP 21 PM 3:13
CLERK OF COURT
SUMTER COUNTY, S.C.

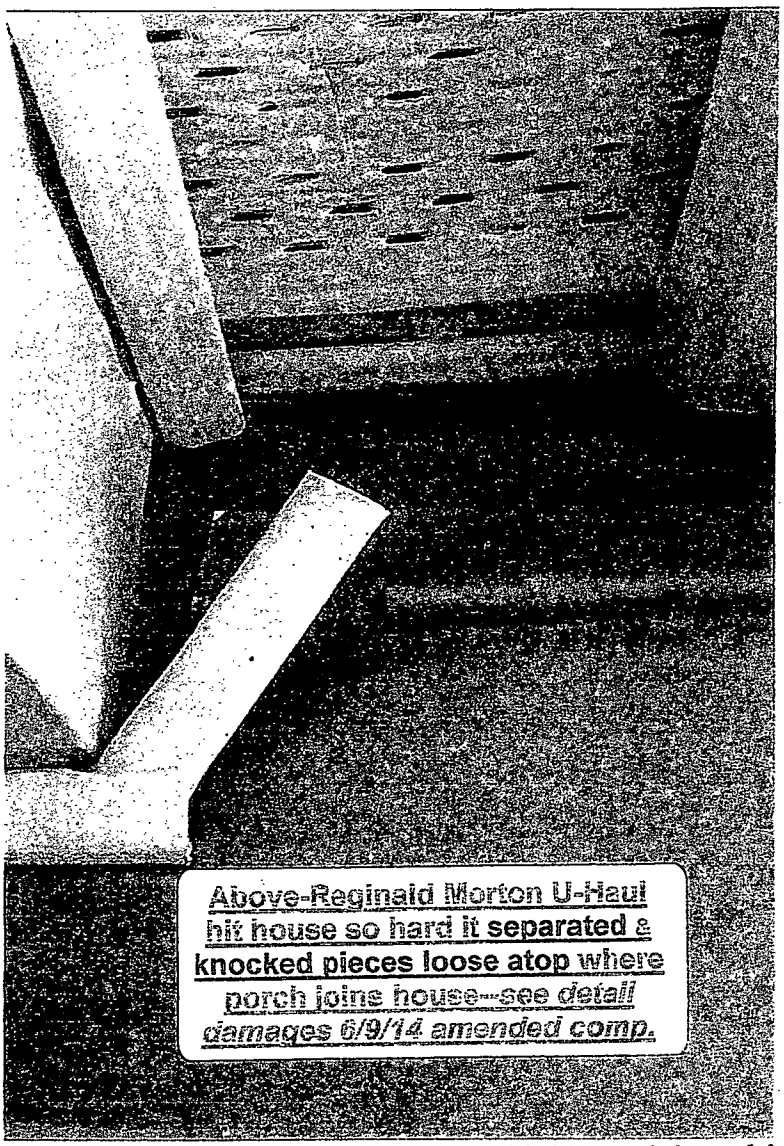
RE: PROPERTY DAMAGE--HOUSE--AT 334 MYRTLE BCH HWY
IN THE CASE OF CHARLES TAYLOR v. U-HAUL ET AL. 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes & says:

1.I saw--with other witness whose statements are in the file--Reginald Morton 6/1/13 w-U-Haul truck **intentionally** hit the subject house so hard--that it separated and knocked pieces loose as shown below where the porch joins the house—see--the-detail damages in the 6-9-14 amended complaint.

SOYLA RICE NOTARY PUBLIC SOUTH CAROLINA

CERTIFIED TRUE COPY
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DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA



Above-Reginald Morton U-Haul hit house so hard it separated & knocked pieces loose atop where porch joins house--see *detail damages 6/9/14 amended comp.*

FURTHER AFFAINT SAYS NOT (HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS
21 TH DAY OF SEPT 2015

Notary Public of South Carolina
MY COMMISSION EXPIRES
ON: October 12, 2023

water leaks in at 1 of the damage locations-see 6-9-14 amended complaint

ROA
p.255

p.6
w/ plaintiff's 9-22-15 amendment to his 7-20-15 *dispositive* memorandum #7

RECORDED

MARY MITCHELL'S AFFIDAVIT

PM 2:50

About the Damages I saw on Back of U-Haul Truck as it Leaved 6-1-13

JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Personally appeared before me having been sworn duly, Mary Mitchell, deposes and say this:

#1.On 6-1-13, I was at Charles Taylor's house; on 332 Myrtle Beach Highway in Sumter, S. C.;

#2.I saw the same red paint damages as Mr. Taylor, onto the back bumper of Reginald Morton's U-Haul truck, which paint obviously came from Morton's ramming back into Mr. Taylor's rental house/porch, as I saw the truck leaving that house, because I remember saying at that time, to Mr. Taylor, "you will have to fix and paint it again", in kind of an off handed way, as the truck left.

#3.Reginald Morton's extremely creepy conduct, I had never see from no one before quite like it, and I hope I never have to encounter him again, or anyone like him, because it was really scary.

SWORN TO BEFORE ME
This 11 Day of Sept. 2015
Notary Public for S.C.
My Commission Expires:
MAY 18 2017

And I Say Nothing Further
Mary Mitchell

RECORDED
2015 JUL 27 PM 3:33
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEA
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) C/A No: 2013-CP-43-1808
PLAINTIFF)
vs.)
(1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and
(2). ROY RAHAL;
DEFENDANTS

Plaintiff's 7-24-15 Memorandum #8 Supporting
His 6-15-15 Motion for Summary Judgment on:
(1).liability; (2.property & 3.IIED damages) &
Same Opposing Defendants' Summary Motion

re: 1st cause of action in 6/9/14 amended complaint-G. Negligence,
dispositive defendant admissions re punitive damages liability
(for other dispositive defendant admissions-see this memorandum et al)

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff's memorandum [**#8 re: 1st cause of action in 6/9/15 amended complaint *Gross Negligence*; dispositive defendant admission re punitive damages liability**] supporting Plaintiff's sum. motion. (**from defendant Roy Rahal 6-2-15 deposition come these dispositive admissions):**

(1).That he intentionally (recklessly-etc.) rented Reginald Morton a U-Haul truck back on 6-1-13, knowing full well that he had no driver's license---**see---Defendants Admissions**-p.2-3 attached; and

(2).That both Rahal & Morton actions violated SC criminal law-**see**--p.4 attached; and

(3).That from 1&2 above, resulted all Plaintiff's Damages in--Affidavit p.5-9 attached; and

thus **liable** as law for punitive damages on *gross negligence claim* **after** house-summary liability-damages.

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **and "Summary Judgment should be granted when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ" see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 s.e.2d 799, 802 (Ct. App.2009).*** Both of which are applicable-to-the instant subject case]:

Respectfully Submitted;

Sumter, South Carolina
July 24, 2015

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy-Sumter SC 29153 609-7990

it. **Do you want me to?**

A. Yeah. That would be great. Yes, please.

Q. Okay. Did you intentionally rented Reginald Morton a U-Haul truck on June 1, 2013?

A. Yes.

Q. Okay. I want to show you Item No. 5.

MR. TAYLOR: Item No. 5, please, sir.

(Exhibit No. 5 was marked for identification.)

MR. CULBREATH: Yeah. It looks like 11.

MR. TAYLOR: Could I proceed? Can I proceed?

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. You want me to wait while you --

A. Just one second, please.

Q. Okay. All right.

A. Okay.

Q. My question -- I want you -- I want you to look at the highlight section.

A. Okay.

Q. My question is what does it say?

A. It says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald

p.2
w/ plaintiff's 7-24-15 summary punitive damages liability dispositive memorandum
re: Gross Negligence Claim #1

Q. You -- yes.

A. That's the first time I met him, yeah, as a customer walk in and want to rent a truck.

Q. On 6-1-13?

A. Yes, sir.

Q. And he walked in and wanted to rent a truck on 6-1-13?

A. Uh-huh.

Q. Uh-huh?

A. Yes. I'm sorry.

Q. Very well. Thank you.

A. Okay.

Q. Did you know that Reginald Morton did not have a valid driver's license on 6-1-13?

A. Yes.

Q. Didn't -- did you know that Odell Morton did not have a valid Maryland driver's license on 6-1-13?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. He noted his objection. You want to answer it still? My -- I'll ask it again. Since he objected you might have lost track of the question.

A. Okay.

Q. Did you know that Odell Morton did not

ROA
p.259

p.3
w/ plaintiff's 7-24-15 summary
punitive damages liability
dispositive memorandum
re: Gross Negligence Claim #1

6.That the title of *South Carolina's* law violated was: *Title 56; Chapters 1, Drivers License,*

***Article 1, General Provisions;* which among other things, provide specifically---in relevant part-s:**

a. ***Section 56-17-10*** *Willful failure to purchase license in violation of law*------**(from Chapter 17)**
A person required by a provision of law or by regulation to purchase a license, who willfully fails to purchase a license, in addition to other penalties provided by law.

b. ***Section 56-1-20*** *Driver's license required; surrender and disposition of out of state license.*
No person, shall drive any motor vehicle upon a highway in this state unless such person has a valid motor vehicle driver's license issued to him under the provisions of this article. No person shall receive a motor vehicle driver's license unless and until he surrenders to the Department of Motor Vehicles all valid operator's licenses in his possession issued to him by any other state. All surrender licenses shall be returned by the Department to the issuing department, agency, or political subdivision. No person shall be permitted to have more than one valid motor vehicle driver's license or operator's license at any time.

c. ***Section 56-1-500*** *Penalties for violating this article.*
It is a misdemeanor for any person to violate any of this article unless such violation is by this article or other law of this state declared to be a felony.

d. ***Section 56-1-440*** *Penalties for driving without a valid driver's license in South Carolina.*
A person who drives a motor vehicle on a public highway of this state without a valid driver's license in violation of sec. 56-1-20 is guilty of a misdemeanor.

e. Section 56-1-580 *Unlawful to permit unauthorized person to drive.*
No person shall authorize or knowingly permit a motor vehicle own by him or under his control to be driven upon any highway by any person who is not authorized to do so by this article or in violation of any of the provisions of this article.

f. ***Section 56-1-510*** *unlawful use of license. It is a misdemeanor;*
(2).to lend his driver's license to any other person or knowingly permit the use of it by another.
(3).to display or represent as one's own driver's license or any driver's license acquired in violation of this section.
(7).to do any act forbidden or fail to perform any act required by this article.

g. ***Section 56-1-515*** *Unlawful use of another's license.*
(2).it is unlawful for any person to use a motor vehicle driver's license not issued to that person.
(4).any person violating the provisions of subsection (2).is guilty of a misdemeanor.

Article 2

h. ***Section 56-1-620***

(2). The violation of a law or ordinance is *evidence* that the violator engaged in conduct which is likely to endanger the safety of persons and property.

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

Re: Effects of Drug Dealer & Bail Jumper Reginald Morton and the Defendants' et al. s' IIED on Me from 6-1-13 to Present and Ongoing.

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That First: I am disable and live alone @: 332 Myrtle Beach Hwy in Sumter-County SC. 29153; and that my claim for the specific IIED damages--arose out of Defendant Roy Rahal; the manager of Defendant Stop 'N' Save, d/b/a El Cheapo Plus #7; and the Agent of U-Haul; (hereafter Rahal /El Cheapo--the "Defendants"); getting together with, & renting a U-Haul Truck to, a third party, drug dealer and bail jumper--Reginald Morton, (hereinafter "Morton" or "Reginald Morton"), with no driver's license, and assisting him in forging father's name, (a fact that was lied about until 6-2-15), on the U-Haul truck rental documents, in a drug deal. That he--Reginald Morton, just fresh out of jail on bail, for having committed still another crime, then came; (because he was seething mad & looking for revenge, because I had the Honorable Judge Kristy F. Curtis, evict them for non-rent payment, and, for his drug dealing & illegal gun running, from the house I rented to them); came w/ his illegally rented U-Haul truck from Defendants-to move & intentionally, wantonly, w/ malice, & evil planning, etc. (high on marijuana pot / drugs, etc.) & inflicted on me the following severe IIED; Manifesting itself into severe Physical Distress Also;

(TO INCLUDE EXTENT OF ALL DAMAGES: $150,000.00 PROPERTY-HOUSE & $25 up to $100 MILLION SEVERE IIED et al. AS BEST STATED HEREIN IN SUMMARY FROM 6-1-13 TO PRESENT & ONGOING INTO FUTURE TO SHORTEN-ING LIFETIME—EXCLUDING ANY PUNITIVE DAMAGES)

2.That I screamed in horror & outrage from my house as I watch helplessly-drug dealer & bail jumper, Reginald Morton's atrocious conduct, as he intentionally and spitefully backed hard--his U-Haul truck into the porch end of my (rental house @ 334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage.

3.That I looked through my side window directly at him and the look on his face; my heart sink and skip at least a beat and flutter; I felt I was having a heart attack; my blood pressure shot up until I felt like someone had hit me in the back of the head with a big sludge hammer; my body started to ache all over; my joints started to hurt; it was a cruel-outrageously-paralyzing-feeling, that no one should ever be expected to suffer from conduct of another in a civilized community.

4.Because I was watching my whole life savings be ruined; my life flash before my eyes; if it was damages badly; how would I rent it to get my medication; I would die without it--all these kind of thoughts flashed through my head & my mind instantly; as I lost breath & struggled to breathe.

ROA p.261

p.5
w/ plaintiff's 7-24-15 summary punitive damages liability dispositive memorandum
re: Gross Negligence Claim #1

5.That thereafter somehow after collecting myself just enough to stand up & manage to hobble to and out of my front door over towards where Morton was; and I screamed in horror and outrage at his atrocious conduct for intentionally trying to tear up my rental house; saying–how did you get that truck? (knowing he had no driver's license); to which he—looking raven mad and high on marijuana pot / drugs, etc., answered by swiping his hand across his nose; sniffing it to indicate, he got it in a drug deal & (he) saying—it'll get you what you want—in a spiteful manner to me;

6.I had already seen his conduct was very extreme, outrageous, reckless, intentional, malicious, vengeful and egregious, willful, and wanton, etc., with the obvious intent to do maximum harm; (for revenge for having evicted them); by intentionally inflicting extreme & severe (*i.e. substantial & enduring*) emotional & physical distress harm on me by tearing up my rental house—(because he knew from my past telling him so when I went for his always late rent money)-that I was disable & depended on that house rent for supplemental income to pay for must have survival medications, etc.

7.Therefore, Reginald Morton knew I was peculiarly susceptible to his outrageous and atrocious conduct of intentionally damaging my house & was certain or substantially certain that extreme and severe emotional & physical distress, (and possibly-eventual-death), would be the end result from his prior knowledge of my situation—the reason he targeted my rental house—because he intended & knew the end result. He obviously didn't have to be a genius or sober to figure that one out!

8.Thereafter, I could not eat, I lost my appetite on and off for days into weeks; I lost weight; and I had and still have nightmares, on and off all the time, of looking at the whole recreation, in my dreams, and my waking up, screaming, and hollering in horror, and outrage, at Reginald Morton.

9.That then or since–among other things; I suffer-serious-severe-constant & extreme: ulcers; headaches; emotional injury causing forgetfulness ect.; having visits of hurt self-thoughts; bouts of depression; fright; nervousness; grief; anxiety; worry; mortification; shock; indignity; foreboding, inconvenience, mental anguish; health loss; credit loss; humiliation; apprehension; fatigue; isolation; gastro problems; comprehensive IIED manifesting in physical injury; nausea; migraines; degradation; crying; uncertainty; spiteful litigation; joints disfigurements; lack of dental care; lack health care; knots; mobility impairment; as well as physical pains, et al. etc. & otherwise my life was materially & severely disrupted in many ways, (**especially by this spiteful litigation, etc.**), all caused by the actions of drug dealer & bail jumper Reginald Morton & Defendants' said conduct, & its continuing effect on me--my life & its quality; (look at the ***intensity & duration*** of said conduct on my life & its quality from 6-1-13 to now re attachments).

10.That Reginald Morton's outrageous, and atrocious conduct, and the results inflicted on me is the kind of thing that no human being should ever have to suffer, even in an uncivilized community.

11.That after the initial horror of drug dealer & bail jumper Reginald Morton's outrageous conduct, I continued to progressively get worse, with Dr. visits, until Morton's IIED eventually lead me to the Tuomey Regional Medical Center ER on 08-06-13 w/ persistent dizziness and falling spells, & continued on & off to Drs. & Hospital ERs since then--to last time 6-3-15; with all other medical treatments in between those dates & since then from a variety of other medical providers, together evidence by any attachments, but not limited thereto, culminating into now back cancer & heart failing.

12.That in between then 6-1-13 and now (present), the lack of being able to afford my must have timely medications with the rent money, (because the damage house leaking water when it rains 6-1-13 to now from Reginald Morton's outrageous conduct, have destroyed my rental house, by it rotting out to the foundation etc., thus no rental income), have led directly, between 6-1-13 to present, causing my medical conditions to worsen to now needing many different surgeries, etc.

13.That the same outrageous conduct of drug dealer & bail jumper Reginald Morton from 6-1-13 have directly caused and led my investment into my rental house being lost---total $150,000.00; (receipts in the record--filed--date stamp: 2014 SEP 16 AM 9:14; & other detailed in 6-9-14 amended comp.).

14.That the said extreme & outrageous conduct of Reginald Morton from 6-1-13, (w/ it effect continuing all the way to the present), have directly led to extensive medical bills--filed date: 2015 JUN-1 PM 3:17; which effect and bills will continue into the future--shortening my live time-as it is obvious from all the: (a).medicals; & (b).photographs; (ON REQUEST--TO VOLUMINOUS FOR HERE-EXCEPT ANY HEREWITH).

15.That the said extreme & outrageous conduct of drug dealer and bail jumper Reginald Morton and its effects (was)(is)(are) so extreme and outrageous that such exceeds all possible bounds of decency and thus must be regarded as atrocious, and utterly intolerable in a civilized community; which the foregoing would cause the average community member to immediately react in outrage.

16.That no one can (truthfully or credibly) deny that the foregoing said extreme and outrageous conduct of drug dealer & bail jumper Reginald Morton: (a).did not caused me severe emotional and physical distress, or (2).that it was intentional, or (3).with continuing effect, or (4).that such foregoing emotional and physical distress suffered by me was so severe so that no reasonable person could be expected to endure it, or (5).the IIED was the intended or primary consequences of his conduct.

17.That obviously the said extreme & outrageous conduct of drug dealer & bail jumper Reginald Morton could not have been possible, **but for**, the illegal & outrageous conduct in para. #1 above of Defendants Roy Rahal / El Cheapo---**(Hence: this vicarious suit against these Defendants).**

(18).**RE: THE IIED BY REGINALD MORTON, AS SHOWN ABOVE, DEFENDANTS ROY RAHAL & EL CHEAPO see PARA. #1 ABOVE, NOT ONLY CONTINUED, BUT INTENSIFIED SAME &/OR LIKE KIND CONDUCT TO FURTHER THE IIED ON ME AS FOLLOWS:**

19.That essentially I later notified them (& U-Haul) of drug dealer & bail jumper Reginald Morton's said above conduct and damages to that time, (& their illegal conduct that enabled it--*see*--para. #1), and my demanding compensation for damages to that time, from them (promptly) to mitigate any further damages & their response (conduct) was one of no less outrageous, shocking & horrifying; (not 1 brown penny, essentially saying that all the foregoing above notwithstanding, they didn't care, they were not going to pay one brown penny & there was nothing I could do about it; **then** suit was filed on 10-9-13 to show what could be done about it, & amended 6-9-14 to present form).

20. That from that date to the present here--their cumulative conduct (that began in para. #1 above) & (continued on to their unjust and odious refusal to compensate me in a just and timely manner so that all my present damages could be mitigated, including most importantly to my health, is sure tantamount to *intentional torture on me* by their *intentional tortious conduct*--nothing short of it) & have been no less heinous, malicious, egregious, outrageous, intentional, spiteful, abusive etc. et al; and have caused no less IIED damages than that of the drug dealer and bail jumper Reginald Morton that they rented their U-Haul truck to--illegally in 1st place--as stated in para. #1 above-onward to below.

21. That their basic attitude have been just as vindictive, as that of their license less drug dealer & bail jumper Reginald Morton; but for different reasons; they were more than just a little incensed **(ALL BECAUSE I DARED SUE THEM; YOU SUE US--THE U-HAUL PEOPLE--AS ONE PUT IT, i.e., THEIR ATTITUDE)**.

22. That Defendants continuously, (had & held the mountain top view looking down), in that they continuously asked for my medical documentations, etc. to prove my case, and then turn around, & used that information to know my exact financial-especially health-vulnerabilities & susceptibilities & use that information to outrageously further cause & inflict more severe, (*i.e. substantial & enduring*), maximum & supreme emotional and physical distress upon me, to the point of inducing my now, CANCEROUS CONDITIONS IN CENTER BACK & FAILING HEART CONDITIONS. (by withholding just compensation for heretofore said damages), to wrongfully, evil, and outrageously punish me, for justifiable suing them for the same stated above just damages that they heinously refused rightful payment to me for, after repeated & constant in essence begging them for--from before 10-9-13, all the way up to now, & **ALL TO NO AVAIL TO THIS DATE; & TO MY EVERY OUT STRETCHED HAND, IT WAS SLAPPED W/ MORE LITIGATION!**

FURTHER AFFAINT SAYS NOT
(~~HEREIN~~)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

15th /TH DAY OF JUNE 2015

Beverly L. Hawkins
Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

PLAINTIFF CHARLES TAYLOR'S SUPPLEMENTAL **TESTIMONY AFFIDAVIT**
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: Reginald Morton's Initial IIED Conduct

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That I screamed in horror & outrage from my house as I watched helplessly-Reginald Morton's atrocious etc. **conduct** (*high up on pot, drugs, marijuana, etc.*) as he intentionally & spitefully backed his U-Haul truck hard, (*meaning--as in attempting to destroy*), into the porch end of my (rental house @334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage; & that but for the house being approx. 100 years old and hard as old hickory hardwood--which age and hardwood gave it-its unusual character and value--it would have been destroyed, instead of just damage--then, where after the leaking water eventually did, in effect, destroy it--rotting out the floor & foundation & such leaking water damages has now rendered it useless & valueless since 6-1-13.

2.That Reginald Morton's, *seething mad*, above conduct was motivated by his thirst for revenge for my having had the Honorable Judge Kristy F. Curtis evict them for non-rent payment & for Reginald Morton's drug dealing and illegal gun running, from the rental house I rented to them.

FURTHER AFFAINT SAYS NOT
(HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

8 /TH DAY OF JULY 2015

Beverly L. Hawkins
Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

ROA
p.265

p.9
w/ plaintiff's 7-24-15 summary punitive damages liability dispositive memorandum
re: Gross Negligence Claim #1

May 17, 2015

To: Mr. James E. Brogdon, III, Esq.
Mr. Gray T. Culbreath, Esq.
PO Box 7368
Columbia, S.C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

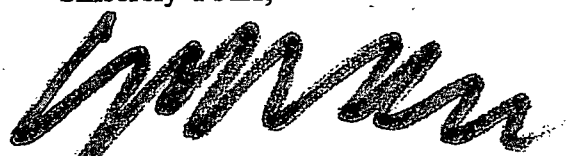
Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir:

As this is a punitive damages case, I need to know then—if you will want a bifurcated trial or not? Please reply promptly-if you will. The answer will help not to delay the court at trial of this case. Note: That the things I will prove to gain Maximum IIED Damages are basically the same to gain Maximum Punitive Damages. So my thinking is that we should let both go all in 1 trial together.

THIS LETTER OF MAY 17, 2015 WAS NEVER RESPONDED TO BY THEM.

Sincerely Yours,



Charles Taylor,
Plaintiff;

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

p.10
w/ plaintiff's 7-24-15 summary punitive damages liability dispositive memorandum
re: Gross Negligence Claim #1

RECORDED
2015 JUL 30 PM 3:30
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA COUNTY OF SUMTER CHARLES TAYLOR PLAINTIFF **vs.** (1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and (2). ROY RAHAL; DEFENDANTS	IN THE COURT OF COMMON PLEA 3rd JUDICIAL CIRCUIT C/A No: 2013-CP-43-1808 **Plaintiff's 7-30-15 Memorandum #9 Supporting** His 6-15-15 Motion for Summary Judgment on: (1).liability; (2.property & 3.IIED damages) & **Same Opposing Defendants' Summary Motion** re: 2nd cause of action in 6/9/14 amended complaint---IIED, **dispositive defendant admissions re: IIED liability** (for other dispositive defendant admissions-see this memorandum et al)

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff's memorandum **[#9 re: 2nd cause of action in 6/9/15 amended complaint--IIED; dispositive defendant admissions re IIED liability]** supporting Plaintiff's summary motion. **(from defendant Roy Rahal 6-2-15 deposition come these dispositive IIED admissions):**

re: the issue of the IIED severity

(1).He admit the emotional & physical distress suffered by Plaintiff was **severe** (*so that no reasonable man could be expected to endure it*), [i.e.], he realize the outrageous distress has brought on the Plaintiff nuclear heart problems---**see-Defendants Admissions** p.3 attached; and

(2).He admit that he realize the outrageous nuclear distress heart problem now requiring a nuclear distress tests for Plaintiff---**see--Defendant Admissions** p.4 attached; and

(3).He admit that he realize the nuclear distress test require using radioactive material in Plaintiff's body-**see-Defendant Admission-** p.4-5 attach; Thus **admitted liability** *re the issue of the IIED* ***severity.***

re: the issues of: (1).whose IIED conduct, (2).its extreme & outrageousness, (3).its enduring effect

(4).That as to the specific Reginald Morton's, (initial-*extreme & outrageous-esp. considering plaintiff's already disable conditions*), IIED conduct and its resulting and enduring effect on the Plaintiff; **See-Affidavit p.6-12; w/emp. p.10 as to the more specific *initial* Reginald Morton IIED conduct.**

(5).That as to the specific Defendants' (continued-*extreme & outrageous--esp. considering plaintiff's disable-worsening-conditions since*) IIED conduct & its resulting & enduring effect on Plaintiff; **See-Affidavit p.6-12; w/emp. p.8 *para.* 18-22 re all the specific defendants' IIED cumulative conduct.**

Thus liability *re the issues of:(1).whose IIED conduct (2).its extreme & outrageousness (3).its enduring effect.* Re: (Williams v. Lancaster County School District. 369 SC 293, 631 SE2d 286, 305) (Ct. App. 2006) (Citations Omitted) (where reasonable minds might differ, the issue should be submitted to the jury). Re Also: Padget v. Colonial Wholesale Distributing Co., 232 S.C. 593, 103 S.E. (2d) 265 (1958).

(6).That as to all remaining elements, *in Ford v. Hutson, 276 S.C. 157, 162, 276, S.E.2nd 776, 778 -79 (1981),* to establish **liability** for IIED—**See--Plaintiff's Affidavit p.6-11 and p.3-5 Attached;**

That these may be further supplemented with other-s, before and/or at, the hearing of Plaintiff's dispositive summary motion, **except,** as to jury issues of: IIED DAMAGES & PUNITIVE DAMAGES etc.

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **and "Summary Judgment should be granted when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ" see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 s.e.2d 799, 802 (Ct. App.2009).*** Both applicable *re the issue of their IIED liability in this case*]:

Respectfully Submitted;

By/Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy-Sumter SC 29153
803-609-7990

Sumter, South Carolina

July 30, 2015

Q. No. 38. Can I ask the question?

MR. CULBREATH: Is this part of previous -- what's been previously marked as Exhibit 32 or 31?

MR. TAYLOR: But this is a different question for this. That's why I separated it out.

MR. CULBREATH: But it's -- but it's the same document or has this document changed or different than the ones contained in 32 or 31?

MR. TAYLOR: There's a whole bunch of medicals bills. I can't say for sure right now. So let me just ask him the questions and then we can --

BY MR. TAYLOR:

Q. Can I ask you the question?

A. Okay.

Q. Do you realize the outrageous stress has brought on me nuclear heart problems?

MR. CULBREATH: Object to the form.

MR. TAYLOR: Object to form.

BY MR. TAYLOR:

Q. I just want to know do you realize that? You can say, "Yes, I do," or, "No, I didn't."

A. Yes, I do.

Q. Okay. All right. Look at that same document. Do you realize the outrageous nuclear

ROA
p.269

p.3
w/ plaintiff's 7-30-15 summary dispositive memorandum #9
re: IIED Liability

stress problem now requires nuclear stress tests for me? That's why I was in the hospital last night. I mean, not the being in the hospital part.

My question is do you realize that from that document the outrageous nuclear stress heart problem now requiring a nuclear stress test? From that you do realize that now?

A. Okay.

Q. Yes?

A. Yes.

MR. CULBREATH: Object to the form.

MR. TAYLOR: Okay. Object to form.

BY MR. TAYLOR:

Q. Look at the bottom of 38. Do you realize the nuclear stress test require using radioactive material in my body? Look at the bottom of it.

A. The bottom? Okay. "An IV will be placed" -- okay.

Q. Okay. You do realize that now, right?

A. Uh-huh.

Q. Okay.

MR. TAYLOR: And this is the last one, gentlemen, thank God. And then we'll let Mr. Brogdon take over. Last one. No. 39, sir. Mr. Brogdon. I meant Mr. Culbreath.

ROA
p.270

p.4
w/ plaintiff's 7-30-15 summary dispositive memorandum #9
re: IIED Liability

Q. Was you --

A. I understand.

Q. Was you --

A. I mean, I -- I know how you feel, yes.

Q. Okay. So you know how I feel then?

A. Yes.

Q. Okay. You know the shape that I'm in then?

A. Yeah. But I -- I -- I don't do illegal though.

Q. I don't want you to --

A. I take --

Q. -- accuse me of doing --

A. -- my medication.

Q. I don't -- I -- I don't --

MR. TAYLOR: And in regard to Mr. Culbreath, I'm asking him not to accuse me of doing anything illegal sitting here at this table. I'm asking him a question.

BY MR. TAYLOR:

Q. And I don't want you to accuse me of doing anything illegal.

A. Oh, okay. I'm sorry.

Q. I was not the one who rent Reginald Morton a truck with no license in violation of the law.

ROA p.271

p.5 w/ plaintiff's 7-30-15 summary dispositive memorandum #9 re: IIED Liability

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

Re: Effects of Drug Dealer & Bail Jumper Reginald Morton and the Defendants' et al. s' IIED on Me from 6-1-13 to Present and Ongoing.

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That First: I am disable and live alone @: 332 Myrtle Beach Hwy in Sumter-County SC. 29153; and that my claim for the specific IIED damages--arose out of Defendant Roy Rahal; the manager of Defendant Stop 'N' Save, d/b/a El Cheapo Plus #7; and the Agent of U-Haul; (hereafter Rahal /El Cheapo--the "Defendants"); getting together with, & renting a U-Haul Truck to, a third party, drug dealer and bail jumper--Reginald Morton, (hereinafter "Morton" or "Reginald Morton"), with no driver's license, and assisting him in forging father's name, (a fact that was lied about until 6-2-15), on the U-Haul truck rental documents, in a drug deal. That he--Reginald Morton, just fresh out of jail on bail, for having committed still another crime, then came; (because he was seething mad & looking for revenge, because I had the Honorable Judge Kristy F. Curtis, evict them for non-rent payment, and, for his drug dealing & illegal gun running, from the house I rented to them); came w/ his illegally rented U-Haul truck from Defendants--to move & intentionally, wantonly, w/ malice, & evil planning, etc. (high on marijuana pot / drugs, etc.) & inflicted on me the following severe IIED; Manifesting itself into severe Physical Distress Also;

(TO INCLUDE EXTENT OF ALL DAMAGES: $150,000.00 PROPERTY-HOUSE & $25 up to $100 MILLION SEVERE IIED et al. AS BEST STATED HEREIN IN SUMMARY FROM 6-1-13 TO PRESENT & ONGOING INTO FUTURE TO SHORTEN-ING LIFETIME—EXCLUDING ANY PUNITIVE DAMAGES)

2.That I screamed in horror & outrage from my house as I watch helplessly-drug dealer & bail jumper, Reginald Morton's atrocious conduct, as he intentionally and spitefully backed hard--his U-Haul truck into the porch end of my (rental house @ 334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage.

3.That I looked through my side window directly at him and the look on his face; my heart sink and skip at least a beat and flutter; I felt I was having a heart attack; my blood pressure shot up until I felt like someone had hit me in the back of the head with a big sludge hammer; my body started to ache all over; my joints started to hurt; it was a cruel-outrageously-paralyzing-feeling, that no one should ever be expected to suffer from conduct of another in a civilized community.

4.Because I was watching my whole life savings be ruined; my life flash before my eyes; if it was damages badly; how would I rent it to get my medication; I would die without it--all these kind of thoughts flashed through my head & my mind instantly; as I lost breath & struggled to breathe.

5.That thereafter somehow after collecting myself just enough to stand up & manage to hobble to and out of my front door over towards where Morton was; and I screamed in horror and outrage at his atrocious conduct for intentionally trying to tear up my rental house; saying—how did you get that truck? (knowing he had no driver's license); to which he—looking raven mad and high on marijuana pot / drugs, etc., answered by swiping his hand across his nose; sniffing it to indicate, he got it in a drug deal & (he) saying—it'll get you what you want—in a spiteful manner to me;

6.I had already seen his conduct was very extreme, outrageous, reckless, intentional, malicious, vengeful and egregious, willful, and wanton, etc., with the obvious intent to do maximum harm; (for revenge for having evicted them); by intentionally inflicting extreme & severe (*i.e. substantial & enduring*) emotional & physical distress harm on me by tearing up my rental house—(because he knew from my past telling him so when I went for his always late rent money)-that I was disable & depended on that house rent for supplemental income to pay for must have survival medications, etc.

7.Therefore, Reginald Morton knew I was peculiarly susceptible to his outrageous and atrocious conduct of intentionally damaging my house & was certain or substantially certain that extreme and severe emotional & physical distress, (and possibly-eventual-death), would be the end result from his prior knowledge of my situation—the reason he targeted my rental house—because he intended & knew the end result. He obviously didn't have to be a genius or sober to figure that one out!

8.Thereafter, I could not eat, I lost my appetite on and off for days into weeks; I lost weight; and I had and still have nightmares, on and off all the time, of looking at the whole recreation, in my dreams, and my waking up, screaming, and hollering in horror, and outrage, at Reginald Morton.

9.That then or since–among other things; I suffer-serious-severe-constant & extreme: ulcers; headaches; emotional injury causing forgetfulness ect.; having visits of hurt self-thoughts; bouts of depression; fright; nervousness; grief; anxiety; worry; mortification; shock; indignity; foreboding, inconvenience, mental anguish; health loss; credit loss; humiliation; apprehension; fatigue; isolation; gastro problems; comprehensive IIED manifesting in physical injury; nausea; migraines; degradation; crying; uncertainty; spiteful litigation; joints disfigurements; lack of dental care; lack health care; knots; mobility impairment; as well as physical pains, et al. etc. & otherwise my life was materially & severely disrupted in many ways, (**especially by this spiteful litigation, etc.**), all caused by the actions of drug dealer & bail jumper Reginald Morton & Defendants' said conduct, & its continuing effect on me--my life & its quality; (look at the ***intensity*** & ***duration*** of said conduct on my life & its quality from 6-1-13 to now re attachments).

10.That Reginald Morton's outrageous, and atrocious conduct, and the results inflicted on me is the kind of thing that no human being should ever have to suffer, even in an uncivilized community.

11.That after the initial horror of drug dealer & bail jumper Reginald Morton's outrageous conduct, I continued to progressively get worse, with Dr. visits, until Morton's IIED eventually lead me to the Tuomey Regional Medical Center ER on 08-06-13 w/ persistent dizziness and falling spells, & continued on & off to Drs. & Hospital ERs since then–to last time 6-3-15; with all other medical treatments in between those dates & since then from a variety of other medical providers, together evidence by any attachments, but not limited thereto, culminating into now back cancer & heart failing.

12.That in between then 6-1-13 and now (present), the lack of being able to afford my must have timely medications with the rent money, (because the damage house leaking water when it rains 6-1-13 to now from Reginald Morton's outrageous conduct, have destroyed my rental house, by it rotting out to the foundation etc., thus no rental income), have led directly, between 6-1-13 to present, causing my medical conditions to worsen to now needing many different surgeries, etc.

13.That the same outrageous conduct of drug dealer & bail jumper Reginald Morton from 6-1-13 have directly caused and led my investment into my rental house being lost---total $150,000.00; (receipts in the record--filed--date stamp: 2014 SEP 16 AM 9:14; & other detailed in 6-9-14 amended comp.).

14.That the said extreme & outrageous conduct of Reginald Morton from 6-1-13, (w/ it effect continuing all the way to the present), have directly led to extensive medical bills--filed date: 2015 JUN-1 PM 3:17; which effect and bills will continue into the future--shortening my live time-as it is obvious from all the: (a).medicals; & (b).photographs; (ON REQUEST--TO VOLUMINOUS FOR HERE-EXCEPT ANY HEREWITH).

15.That the said extreme & outrageous conduct of drug dealer and bail jumper Reginald Morton and its effects (was)(is)(are) so extreme and outrageous that such exceeds all possible bounds of decency and thus must be regarded as atrocious, and utterly intolerable in a civilized community; which the foregoing would cause the average community member to immediately react in outrage.

16.That no one can (truthfully or credibly) deny that the foregoing said extreme and outrageous conduct of drug dealer & bail jumper Reginald Morton: (a).did not caused me severe emotional and physical distress, or (2).that it was intentional, or (3).with continuing effect, or (4).that such foregoing emotional and physical distress suffered by me was so severe so that no reasonable person could be expected to endure it, or (5).the IIED was the intended or primary consequences of his conduct.

17.That obviously the said extreme & outrageous conduct of drug dealer & bail jumper Reginald Morton could not have been possible, **but for**, the illegal & outrageous conduct in para. #1 above of Defendants Roy Rahal / El Cheapo---**(Hence: this vicarious suit against these Defendants).**

(18).RE: THE IIED BY REGINALD MORTON, AS SHOWN ABOVE, DEFENDANTS ROY RAHAL & EL CHEAPO see PARA. #1 ABOVE, NOT ONLY CONTINUED, BUT INTENSIFIED SAME &/OR LIKE KIND CONDUCT TO FURTHER THE IIED ON ME AS FOLLOWS:

19.That essentially I later notified them (& U-Haul) of drug dealer & bail jumper Reginald Morton's said above conduct and damages to that time, (& their illegal conduct that enabled it--*see*--para. #1), and my demanding compensation for damages to that time, from them (promptly) to mitigate any further damages & their response (conduct) was one of no less outrageous, shocking & horrifying; (not 1 brown penny, essentially saying that all the foregoing above notwithstanding, they didn't care, they were not going to pay one brown penny & there was nothing I could do about it; **then** suit was filed on 10-9-13 to show what could be done about it, & amended 6-9-14 to present form).

20.That from that date to the present here--their cumulative conduct (that began in para. #1 above) & (continued on to their unjust and odious refusal to compensate me in a just and timely manner so that all my present damages could be mitigated, including most importantly to my health, is sure tantamount to *intentional torture on me* by their *intentional tortious conduct*--nothing short of it) & have been no less heinous, malicious, egregious, outrageous, intentional, spiteful, abusive etc. et al; and have caused no less IIED damages than that of the drug dealer and bail jumper Reginald Morton that they rented their U-Haul truck to--illegally in 1st place--as stated in para. #1 above-onward to below.

21.That their basic attitude have been just as vindictive, as that of their license less drug dealer & bail jumper Reginald Morton; but for different reasons; they were more than just a little incensed **(ALL BECAUSE I DARED SUE THEM; YOU SUE US--THE U-HAUL PEOPLE--AS ONE PUT IT, i.e., THEIR ATTITUDE)**.

22.That Defendants continuously, (had & held the mountain top view looking down), in that they continuously asked for my medical documentations, etc. to prove my case, and then turn around, & used that information to know my exact financial-especially health-vulnerabilities & susceptibilities & use that information to outrageously further cause & inflict more severe, (*i.e. substantial & enduring*), maximum & supreme emotional and physical distress upon me, to the point of inducing my now, CANCEROUS CONDITIONS IN CENTER BACK & FAILING HEART CONDITIONS. (by withholding just compensation for heretofore said damages), to wrongfully, evil, and outrageously punish me, for justifiable suing them for the same stated above just damages that they heinously refused rightful payment to me for, after repeated & constant in essence begging them for--from before 10-9-13, all the way up to now, & **ALL TO NO AVAIL TO THIS DATE; & TO MY EVERY OUT STRETCHED HAND, IT WAS SLAPPED W/ MORE LITIGATION!**

FURTHER AFFAINT SAYS NOT (HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

15th /TH DAY OF JUNE 2015

Beverly L. Watkins

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

ROA
p.275

p.9
w/ plaintiff's 7-30-15 summary dispositive memorandum #9
re: IIED Liability

PLAINTIFF CHARLES TAYLOR'S SUPPLEMENTAL TESTIMONY AFFIDAVIT
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: Reginald Morton's Initial IIED Conduct

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That I screamed in horror & outrage from my house as I watched helplessly-Reginald Morton's atrocious etc. **conduct** (*high up on pot, drugs, marijuana, etc.*) as he intentionally & spitefully backed his U-Haul truck hard, (*meaning--as in attempting to destroy*), into the porch end of my (rental house @ 334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage; & that but for the house being approx. 100 years old and hard as old hickory hardwood--which age and hardwood gave it-its unusual character and value--it would have been destroyed, instead of just damage--then, where after the leaking water eventually did, in effect, destroy it--rotting out the floor & foundation & such leaking water damages has now rendered it useless & valueless since 6-1-13.

2.That Reginald Morton's, *seething mad*, above conduct was motivated by his thirst for revenge for my having had the Honorable Judge Kristy F. Curtis evict them for non-rent payment & for Reginald Morton's drug dealing and illegal gun running, from the rental house I rented to them.

FURTHER AFFAINT SAYS NOT (HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

8 /TH DAY OF JULY 2015

Brenda L. Watkins
Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

p.10
w/ plaintiff's 7-30-15 summary dispositive memorandum #9
re: IIED Liability

PLAINTIFF CHARLES TAYLOR'S SUPPLEMENTAL **TESTIMONY AFFIDAVIT**

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: PLAINTIFF'S RECENT ANEMIC DIAGNOSIS

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That re my recent anemic diagnosis, means no surgeries, lest I now risk bleeding to death, which means that I will likely have to suffer in my present conditions for the rest of--what is sure now to be an even shorter life--all brought on due to Defendants' actions-conduct-with Reginald Morton's, etc.

FURTHER AFFAINT SAYS NOT

(HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

30 **/TH DAY OF JULY 2015**

Beverly L. Watkins

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

ROA
p.277

p.11
w/ plaintiff's 7-30-15 summary dispositive memorandum #9
re: IIED Liability

July 30, 2015

Gray T. Culbreath, Esq.
Post Office Box 7368
Columbia, S.C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: C/A: 2013-CP-43-1808-Taylor v. Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 & Roy Rahal.

Dear Mr. Culbreath:

Continuing in the spirit of civility and cooperation per our 7-1-15 status conference w/d Judge James:

NOTICE TO DEFENDANTS: re my recent anemic diagnosis means no surgeries, lest I risk bleeding to death; which means I will likely have to suffer in my present state for the rest of--what is sure now to be an even shorter life, all brought on due to Defendants action with Reginald Morton's. So if you think I'm joking about up to the $100 million dollars I want in total damages, just wait til trial!

Sincerely Yours,

Charles Taylor
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

p.12
w/ plaintiff's 7-30-15 summary dispositive memorandum #9
re: IIED Liability

STATE OF SOUTH CAROLINA) RECORDED COUNTY OF SUMTER) CHARLES TAYLOR 2015 AUG -3 PM 3:39	IN THE COURT OF COMMON PLEA 3rd JUDICIAL CIRCUIT C/A No: 2013-CP-43-1808
PLAINTIFF) JAMES C. CAMPBELL CLERK OF COURT SUMTER COUNTY, S.C.	
vs.	(Amendment To)
(1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and (2). ROY RAHAL;	**Plaintiff's 7-30-15 Memorandum #9 Supporting** His 6-15-15 Motion for Summary Judgment on: (1).liability; (2.property & 3.IIED damages) & **Same Opposing Defendants' Summary Motion**
DEFENDANTS	

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff hereby amend his 7-30-15 memorandum #9 to ADD the affidavit attached.

Thus summary liability *on the issues of Reginald Morton's IIED conduct's extreme & outrageousness.* Re: (Williams v. Lancaster County School District. 369 SC 293, 631 SE2d 286, 305) (Ct. App. 2006) (Citations Omitted) (where reasonable minds might differ, the issue should be submitted to the jury). Re Also: Padget v. Colonial Wholesale Distributing Co., 232 S.C. 593, 103 S.E. (2d) 265 (1958).

That these may be further supplemented with other-s, before and/or at, the hearing of Plaintiff's dispositive summary motion, **except,** as to jury issues of: IIED DAMAGES & PUNITIVE DAMAGES etc.

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy-Sumter SC 29153
803-609-7990

Sumter, South Carolina

July 31, 2015

RECORDED
2015 DEC -3 PM 3:39
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER S.C.

AFFIDAVIT OF MARY MITCHELL
What I Saw Reginald Morton Do
On the Morning of June 1, 2013

Personally appeared before me having been duly sworn, MARY MITCHELL, deposes and says the

FOLLOWING:

BASICALLY:

1.I was at Charles Taylor's house at 332 Myrtle Bch Hwy Sumter SC 29153 on the morning of 6/1/13;

2.I came up just as Mrs. Rosa McBride was leaving, as I came to get the clothes he wanted washed;

3.As to the conduct of Reginald Morton on morning of 6/1/13; I saw him come driving a U-Haul truck;

4.I then turned and went into Mr. Taylor's kitchen with my plate, when shortly thereafter, I heard Mr. Taylor screamed a horrible scream like someone was attempting to kill him, (which it scared me almost into a heart attack as I dropped my plate), and when I shouted what's wrong, he said, that dope head is trying to tear up my rental house;

5.By that time I made it to the window that Mr. Taylor was looking out, holding his chest; I saw Reginald Morton back the U-Haul truck into the porch end of Mr. Taylor's Rental house repeatedly like a mad man and looking like one;

6.By the time Mr. Taylor and I managed to get to and out of his front door and somehow over to near where Reginald Morton was; you could smell the marijuana, alcohol, and smoke, and so on;

7.I feared violence from Morton so I told Mr. Taylor, just lets go back into the house, while Mr. Taylor screamed, in a rage; how did you get that truck and Morton ran his hand across his nose and smell it; and said, it will get you what you want. I understood it to mean he got it with drugs;

8.We went back into Mr. Taylor's house as he, disable, was obviously very sick from Reginald Morton's outrageous conduct and he have been getting worse from it day-by-day ever since that morning 6/1/13;

9.I to was outrage and nervous from Reginald Morton's conduct and sick but eventually got better.

SWORN TO BEFORE ME
This 15th Day of July 2015
Betty Wingfield
NOTARY PUBLIC for SC
MY COMMISSION EXPIRES
Oct 29, 2016

I Say No More;
Mary Mitchell
Mary Mitchell

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEA
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) CA No: 2013-CP-43-1808
PLAINTIFF)

RECORDED
2015 SEP -1 PM 2:14
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

vs.)

(1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and)
(2). ROY RAHAL;)

DEFENDANTS)

Plaintiff's 9-1-15 final **Memorandum** #10 of 10 **Supporting** His 6-15-15 Motion for Summary Judgment on: (1).liability; (2.property & 3.IIED damages) & **Same Opposing Defendants' Summary Motion**

(for all dispositive plaintiff memorandums-see-this #10 & et al **1-9**)

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS-REPRESENTING DEFENDANTS ABOVE

Re: **Plaintiff's *dispositive memorandums-see-*#1-thru this #10; essentially-they all boil down to this;**

As to defendants' vicarious liability for all Plaintiff's **HOUSE, IIED, ET AL** damages suffered to date;

1.**Q: Can Defendants reasonably deny such vicarious liability that reasonable minds could differ?**

A: No-because-as shown b4-defendants **admit** renting R.Morton a u-haul-w/forgery-w/intent-w/no license p.6-11--each in violation of SC crim law sec.16-13-10 *felony;* 56-1-580, 56-1-440, 56-1-500 & 56-1-620; & thus automatic vicarious liability pursuant to the-Federal Graves Amendment 49 U.S.C. 30106 (a); (& remember-*among et al in memos 1-10*–R.Morton reported the damages to **his** u-haul insurer-Repwest) **thus it's *prima facie* evident defendants can be held v-liable as of law-for *all* plaintiff resulting damages, COMPENSATORY $150,000 HOUSE & $25ML up to $100ML demanded for IIED** et al + **PUNITIVE *damages*;** (*re: Tudor v. Charleston Area Medical Ctr., Inc., 506 S.E.2d 554, 573-76 (W.Va. 1977) when emotional distress is accompanied by physical trauma, punitive damages too, may be awarded—on an IIED claim.*

Note: Plaintiff wants a jury trial to decide all that he's not favorably entitled to on summary judgment.

2.**Special Notice**; that if the defense attempts--***now***--***still***--to use the Mortons' testimony, *in any form & forum*-(**given & considering all**)-it will be doing so in obvious bad faith at a minimum-&-outright flagrant, conscious, and intentional perjury at the most; so much so, that Defendant---Roy Rahal himself-don't trust the Mortons to tell the truth & thus don't want *esp.* (**the main one**) Reginald Morton to testify on (their) Defendants' own behalf--see **p.4-5 attached;**

3.**Also Special Notice**: that main Defendant-Roy Rahal, **contradicts,** his--main witness-Reginald Morton, in that Rahal says: (1).he rented Reginald Morton the truck **p.6-7** & Reginald Morton says-he did not--that he rented it to his 90+years old bed ridden prostate cancer surgery father-who drove it 600+miles north to Md. **p.8-11 attach;** thus the defense **contradicting** the defense **on** main *dispositive liability issue*;

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*RE: In U.S. Supreme Court "**Summary Judgment**" Decision in "Scott v. Harris", 550 .S. 372, 127 S. Ct. 1769 (2007)-in pertinent part relevant to summary judgment-Justice Scalia writing for the 8 to 1 majority stated (again here in relevant pertinent part that): "[w]hen opposing parties tell two different stories, one which is blatantly contradicted by the record," the court should not adopt that party's version of the facts, even if the party is the **nonmovant.** For the majority supreme court-Harris' (the plaintiff-appellant's) view was "so utterly discredited by the record that no reasonable jury could have believed him." Therefore, the majority court declined to view the facts from the nonmovant (Harris') point of view. Thus Defendant (Respondent) was **summarily**--bench decided--to be the prevailing party, reversing the lower court-s.*

As such would relate to this case, the same would apply to Defendants and/or **especially** Reginald Morton. In these regards, then, all that is needed-is-to juxtapose all their stories to the record, and sum. *liability* Judg. goes to Plaintiff, & on this reasonable minds cannot differ, Plaintiff believes & argues; notwithstanding the defense last ditch try in #2 above-***if attempted***--to use Morton's-(whom defendants themselves indicated don't tell the truth & they don't want him to testify on their own behalf); re: **p.4-11**; but yet the defense want the court to believe him-when Defendants *say* themselves-**DON'T!**

ROA
p.282

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **& Summary Judgment should be granted also when, "plain, palpable, & indisputable facts exist on which reasonable minds cannot differ", see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 S.E.2d 799, 802 (Ct. App. 2009).*** Both of which are applicable--to--the instant subject case]:

If they voluntarily concede liability B4 Oct. hearing-then Plaintiff want jury trial on all damages amounts; including house damages $150,000 total invested loss, unless entitled to favorable sum. judgm. for this 1;

..And that Plaintiff prays for favorable rulings from the court as requested herein above and otherwise.

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy-Sumter SC. 29153—609-7990

Sumter, South Carolina
September 1, 2015

Note: That to date-Defendants have ignored the request (for trial planning purposes) for an answer in reference to their want of a bifurcated trial or not re punitive damages--see--**p.12-13 attached**..

The bottom line is that-again-as to, **p.1-11 herewith,** how could any reasonable mind believe them, when, they themselves, can't get--let alone keep--their own story straight, as is evident in-said pages. Thus, Plaintiff believe it is clear that they (weren't—aren't) planning on telling the truth----*ever!*

Note: That this dispositive memorandum #10 of #10 is the last, except an amendment to either as may be necessary after 9/11/15. ***Thereafter,*** *Plaintiff will only reply,* as may be needed, *to Defendants' last filings.* ***Each of Plaintiff's dispositive memorandums*** *1-10, with amendments if any, & w/the 6-15-15 motion, shall be treated as a verbatim Oct. 14, 2015 hearing--individual--exhibit, supporting Plaintiff's Summary Judgment Motion and opposing Defendants'*

That as of this date, other than the dispositive summary motion, Plaintiff have only 2-relevant-other pending, (1).Motion 15b for leave to amend & (2).Motion for r.11 sanctions--Plaintiff anticipate no other B4 Oct.14 hearing.

he's going to testify? If you know, you can say, "Well, yes, I know that he's going to testify." If your knowledge say you don't know, just whatever your knowledge tells you. Does -- do you know that he --

A. I don't know.

Q. You don't know?

A. I don't know.

Q. Okay.

A. We never -- we never spoke. I don't -- I don't know the person after that rental.

Q. Okay. All right. Have anyone told you drug dealer and bail jumper Reginald Morton is going to testify at your -- as a witness at your trial? Did anybody tell you that Reginald Morton is going to testify or -- you can say yes --

A. No.

Q. -- or no. No. Nobody told you that, right?

A. Huh-uh.

Q. Okay. Do you and El Cheapo, meaning you, want drug dealer and bail jumper Reginald Morton to testify as your witness at trial of this case? In other words, does -- is that what you want? You can tell me yes or no.

A. No.

MR. CULBREATH: Object to the form.

THE WITNESS: No.

MR. TAYLOR: Object to the form.

THE WITNESS: No one told me about this.

BY MR. TAYLOR:

Q. You said no. Do you believe and expect him to tell the truth, if he do? Do you believe -- I'm just asking about what you believe now, you. Do you believe and expect Reginald Morton, bail jumper and drug dealer, to tell the truth if he testified for you? I'm just asking what you expect him to do. Do you expect him to tell the truth?

A. I don't know --

MR. CULBREATH: Object to the form.

THE WITNESS: -- the person.

BY MR. TAYLOR:

Q. Oh, you don't know the person.

A. I mean, I -- he rented -- he rented the --

MR. TAYLOR: You objected?

MR. CULBREATH: I did object.

THE WITNESS: I don't know his personality. I mean, a customer walk in with -- with a legal document.

ROA p.285

p.5 w/ plaintiff's 9-1-15 final summary dispositive memorandum #10 of 10

it. **Do you want me to?**

A. Yeah. That would be great. Yes, please.

Q. **Okay. Did you intentionally rented Reginald Morton a U-Haul truck on June 1, 2013?**

A. Yes.

Q. **Okay. I want to show you Item No. 5.**

MR. TAYLOR: Item No. 5, please, sir.

(Exhibit No. 5 was marked for identification.)

MR. CULBREATH: Yeah. It looks like 11.

MR. TAYLOR: Could I proceed? Can I proceed?

MR. CULBREATH: Yes.

BY MR. TAYLOR:

Q. **You want me to wait while you --**

A. Just one second, please.

Q. **Okay. All right.**

A. Okay.

Q. **My question -- I want you -- I want you to look at the highlight section.**

A. Okay.

Q. **My question is what does it say?**

A. It says, "El Cheapo states that the person that rented the subject U-Haul truck to Reginald

Q. You -- yes.

A. That's the first time I met him, yeah, as a customer walk in and want to rent a truck.

Q. On 6-1-13?

A. Yes, sir.

Q. And he walked in and wanted to rent a truck on 6-1-13?

A. Uh-huh.

Q. Uh-huh?

A. Yes. I'm sorry.

Q. Very well. Thank you.

A. Okay.

Q. Did you know that Reginald Morton did not have a valid driver's license on 6-1-13?

A. Yes.

Q. Didn't -- did you know that Odell Morton did not have a valid Maryland driver's license on 6-1-13?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. He noted his objection. You want to answer it still? My -- I'll ask it again. Since he objected you might have lost track of the question.

A. Okay.

Q. Did you know that Odell Morton did not

ROA p.287

p.7 w/ plaintiff's 9-1-15 final summary dispositive memorandum #10 0f 10

3. Defendants object to the Requests for Production of Documents to the extent that the Requests exceed the scope of discovery permitted by the South Carolina Rules of Civil Procedure

4. The following responses are based upon information presently available to the Defendants and are made without prejudice to the rights of the Defendants to utilize subsequently discovered information.

Specific Responses

Subject to, and without waiving, the foregoing general objections, the Defendants set forth their specific responses and objections below.

RESPONSES

1. Specifically, as to defendant Reginald Morton, produce a photo copy of any valid driver's license from any State, he held as of 6/1/13.

RESPONSE: **Reginald Morton does not have a driver's license. His father, Odell Morton, signed for the truck rental and drove the truck.**

2. Specifically, as to defendant Dana Goins, produce a photo copy of any valid driver's license from any State, she held as of 6/1/13.

RESPONSE: **Counsel is unable to respond to this request at this time. Counsel will supplement its response at a later date.**

3. Any and all documentation surrounding the subject u-haul truck rental on 6/1/13 between Morton and/or Goins and (2nd) Defendant, El Cheapo.

RESPONSE: **Defendants Morton and Goins are not in possession of any documents responsive to this request at this time. If Defendants Morton and Goins locate any responsive documents, they will supplement this response at a later date.**

4. Any and all liability insurance information/documentation as to coverage of El Cheapo that maybe applicable to this civil action, arising out of their renting the subject U-Haul truck to Reginald Morton or Dana Goins without a valid driver's license from any State, including the State of Maryland as of 06/1/13.

RESPONSE: **Defendants object to this request as directed to Reginald Morton and Dana Goins on the grounds that the request is asking for documents that**

RESPONSE: Pursuant to a reasonably diligent search, Morton has not located any documents in his possession relating to the truck rental. Although a truck rental invoice has been produced in this litigation, Morton has not had the opportunity to authenticate it. If the truck rental invoice produced in this litigation is authentic, it speaks for itself.

20. State who drove the rental truck to Suitland, Maryland and who turned it in at Allentown Road.

RESPONSE: Odell Morton.

21. State the name of the person at U-Haul in Maryland who received and signed the truck back in.

RESPONSE: Morton has no recollection of the name of the person who would be responsive to this interrogatory.

22. State whether the rental truck was rented on June 1, 2013 and turned in on June 4, 2013.

RESPONSE: To the best of Morton's recollection, yes. Morton does not recall being assessed a late fee for returning the truck.

23. State by name, who all drove the truck during those four days and the total miles put on the truck.

RESPONSE: See response to interrogatory number 20. Morton does not know how many miles were put on the truck. The number of miles would be the approximate number of miles between the subject property and the location Morton returned the truck in Suitland, Maryland.

24. State if the signature purported to be Odell Morton's is actuall forging his name.

ROA p.289

p.9 w/ plaintiff's 9-1-15 final summary dispositive memorandum #10 of 10

I'm familiar with the rules as fellows here --

A. No problem.

Q. -- even though I don't have a copy of them here like he does. Okay. Now, I'll proceed. Let me just read and then I'll ask my question.

A. Uh-huh.

Q. This highlight on this Item No. 9 says, "El Cheapo, the rental contract, U-Haul equipment damage responsibility requirement, and R&D tag, signed by Reginald Morton." And at the bottom it says, "Signature page to follow." Is that what you're looking at?

A. Well, that's what -- that's what it says.

Q. I -- I understand. That's all I'm interested in, what it says. I'm not interested in anything else. I'm trying to get at what it says.

A. Okay.

Q. That's what you see it says, this document, the highlight?

A. Uh-huh.

Q. Uh-huh meaning?

A. It -- it means -- you know, it means that --

Q. Uh-huh means?

A. -- Reginald Morton has signed --

Q. Those documents?

A. -- that, but -- right.

Q. So you're saying, just to clarify, El Cheapo, the subject rental contract, U-Haul equipment damage responsibility requirement, and R&D tag, those were signed by Reginald Morton? Is that what you say?

A. Yes.

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. Okay. Very well. The next page. Look at the next page. We can just ignore that.

A. Okay.

Q. Look at the highlight. Does that say it -- that statement was signed by Gallivan, White & Boyd. That's your attorneys here today in this lawsuit?

A. Yes, sir.

Q. And it was signed by Gray T. Culbreath?

A. Yes, sir.

Q. That's one of your attorneys here today?

A. Uh-huh.

Q. And down at the bottom in the highlight it says, "Attorneys for Defendant Stop 'N' Save d/b/a El Cheapo," and he's for you as well. And what date

ROA p.291

p.11
w/ plaintiff's 9-1-15 final summary dispositive memorandum #10 of 10

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
)
PLAINTIFF)
VS.)
)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
)
(2). ROY RAHAL;)
DEFENDANTS)

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

Plaintiff's Notice
Re: Bifurcated Trial Wanted or Not
He Sought Timely Answer
From Defendants / Counsels

To The Court; and to The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS HEREIN ABOVE:

(1).Plaintiff's Notice—that so as to be able to properly and effectively prepare his case for trial, and further, so as to be able not to delay the trial proceedings once they begin-etc.; that he sought a timely answer from Defendants / Counsels as to the following:

(2). An answer re: bifurcated trial wanted or not—see—attached.

(3). That this notice was made necessary for the reason-s stated in number 1 above.

RESPECTFULLY SUBMITTED;

CHARLES TAYLOR, PLAINTIFF
332 MYRTLE BEACH HIGHWAY
SUMTER, S.C. 29153
803-609-7990

Sumter, South Carolina
May 22, 2015

May 17, 2015

To: Mr. James E. Brogdon, III, Esq.
Mr. Gray T. Culbreath, Esq.
PO Box 7368
Columbia, S.C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir:

As this is a punitive damages case, I need to know then---if you will want a bifurcated trial or not? Please reply promptly-if you will. The answer will help not to delay the court at trial of this case. Note: That the things I will prove to gain Maximum IIED Damages are basically the same to gain Maximum Punitive Damages. So my thinking is that we should let both go all in 1 trial together.

Sincerely Yours,

Charles Taylor,
Plaintiff;

ROA
p.293

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

p.13
w/ plaintiff's 9-1-15 final summary dispositive memorandum #10 of 10

RECORDED
2015 SEP 25 PM 4:38
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)
)
CHARLES TAYLOR)
)
PLAINTIFF)
)
vs.)
)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
)
DEFENDANTS)

IN THE COURT OF COMMON PLEAS

3rd JUDICIAL CIRCUIT

C/A No: 2013-CP-43-1808

PLAINTIFF'S *final dispositive* BRIEF
for
***Dispositive* Hearing October 14, 2015**
Supporting Plaintiff 6-15-15 Sum. Judgment Motion
& Same Opposing Defendants' Summary Motions

(for all *dispositive* plaintiff memorandums-*see*-#1-10 on file)

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS-REPRESENTING DEFENDANTS ABOVE

Plaintiff's Dispositive Hearing Brief for October 14, 2015-Supporting His 6-15-15 Summary Judgment Motion; and Same Opposing Defendants' Summary Motions--as follows:

1.To avoid repetition, for all matter supporting Plaintiff's summary motion & opposing Defendants' summary motions--**see**;

a.Plaintiff's summary motion filed 6-15-15 and;

b.Plaintiff's #1 thru #10 memorandums filed from between 6-22-15 thru 9-30-15 (*including this brief*) and;

c.Plaintiff's 8-3-15 sanction motion with the 2 important, (9-14-15 & 9-18-15), amendments thereto; and;

2.That the sum total of all above is that---Plaintiff believes there is no question as to summary re;

a.Reginald Morton's (*i.e. Defendants' vicarious*) property-house-liability-----see exhibit **A** p.3-7 attached;

b.The (house) & related property damage amounts etc.----------see ex. **B** p.8—11 attached;

c.Reginald Morton & Defendants' IIED *liability & the $25M + prayed for*-----see exhibit **C** p.12-20 attached;

d.Reginald Morton and Defendants' punitive damages *liability only*---------see #1 on p1 above (a) thru (b);

e.Plaintiff's entitlement to requested sanctions against Defendants---------see plaintiff sanction motions &

3.Plaintiff request jury re IIED liability &/or compensatory damage amount *if* not in summary re p.12-20 &

4.Plaintiff request jury re PUNITIVE damages-amounts on each of the 2 causes of action in complaint;

[*That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ"*, see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **& Summary Judgment should be granted also when, "plain, palpable, & indisputable facts exist on which reasonable minds cannot differ", see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 S.E.2d 799, 802 (Ct. App. 2009).*** Both of which are applicable--to--the instant subject case]:

That Plaintiff wants a jury trial on all issues that he's not favorably entitled to summary judgment on.

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy-Sumter SC. 29153—609-7990

Sumter, South Carolina

September 25, 2015

EXHIBIT A
p. 3-7

RECEIVED
2015 SEP 11 PM 2:50
JANICE P. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge 2.w/admissible trial facts-evidence 3.is competent)

Re: THE DAMAGE I SAW TO BACK OF MORTON'S TRUCK AS IT LEFT 6-1-13

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

CERTIFIED TRUE COPY
OF ORIGINAL FILED
CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That as to the damage I saw to the back of Reginald Morton's U-Haul truck as it left on 6-1-13 from 334 Myrtle Bch Hwy Sumter-after smashing back into my house there attempting its destruction;

2.That because the back truck bumper protrudes-further enough out from the truck, to protect it from damage-to the truck itself on impact—with the bumper absorbing all the thrust etc-as it was made of tough metal for that specific purpose;

3.Thus the damages that I could see with my own eyes from my window was the bright red paint that had embedded on bumper from where it had impact the red brick porch-steps etc; see color below;

4.Whatever other damages, if any much to the tough metal-(appeared to be steel)-bumpers, I was not able to see from where I was, the house right beside at 332 Myrtle Bch Hwy Sumter SC 29153.

FURTHER AFFAINT SAYS NOT
(HEREIN)

CHARLES TAYLOR

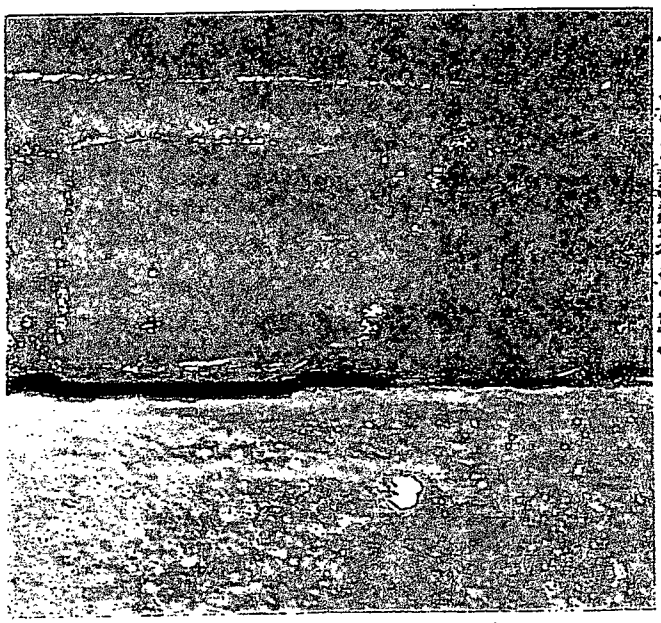
SWORN TO BEFORE ME ON THIS

11th TH DAY OF SEPTEMBER 2015

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON October 18, 2023



color porch steps painted above / damages see amended complaint

SOUTH CAROLINA

ROA
p.297

p.3
w/ plaintiff's 9-25-15 final *dispositive* brief for Oct. 14, 2015 *dispositive* hearing.

RECORDED
2015 DEC -3 PM 3:39
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

AFFIDAVIT OF MARY MITCHELL

What I Saw Reginald Morton Do
On the Morning of June 1, 2013

Personally appeared before me having been duly sworn, MARY MITCHELL, deposes and says the

FOLLOWING:

BASICALLY:

1. I was at Charles Taylor's house at 332 Myrtle Bch Hwy Sumter SC 29153 on the morning of 6/1/13;

2. I came up just as Mrs. Rosa McBride was leaving, as I came to get the clothes he wanted washed;

3. As to the conduct of Reginald Morton on morning of 6/1/13; I saw him come driving a U-Haul truck;

4. I then turned and went into Mr. Taylor's kitchen with my plate, when shortly thereafter, I heard Mr. Taylor screamed a horrible scream like someone was attempting to kill him, (which it scared me almost into a heart attack as I dropped my plate), and when I shouted what's wrong, he said, that dope head is trying to tear up my rental house;

5. By that time I made it to the window that Mr. Taylor was looking out, holding his chest; I saw Reginald Morton back the U-Haul truck into the porch end of Mr. Taylor's Rental house repeatedly like a mad man and looking like one;

6. By the time Mr. Taylor and I managed to get to and out of his front door and somehow over to near where Reginald Morton was; you could smell the marijuana, alcohol, and smoke, and so on;

7. I feared violence from Morton so I told Mr. Taylor, just lets go back into the house, while Mr. Taylor screamed, in a rage; how did you get that truck and Morton ran his hand across his nose and smell it; and said, it will get you what you want. I understood it to mean he got it with drugs;

8. We went back into Mr. Taylor's house as he, disable, was obviously very sick from Reginald Morton's outrageous conduct and he have been getting worse from it day-by-day ever since that morning 6/1/13;

9. I to was outrage and nervous from Reginald Morton's conduct and sick but eventually got better.

SWORN TO BEFORE ME
This 5th Day of July 2015
NOTARY PUBLIC for SC
MY COMMISSION EXPIRES
Oct 29, 2016

I Say No More;
Mary Mitchell

FILED
2015 SEP 21 PM 3:17
JOYCE CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

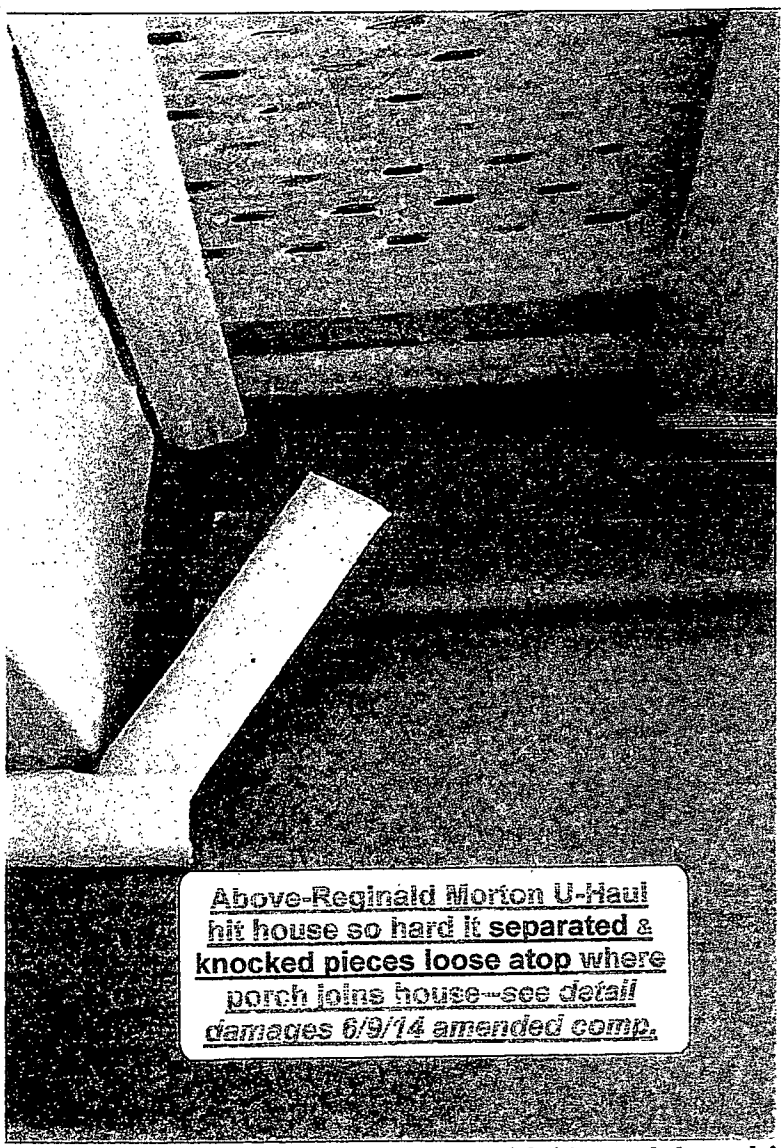
RE: PROPERTY DAMAGE--HOUSE--AT 334 MYRTLE BCH HWY
IN THE CASE OF CHARLES TAYLOR v. U-HAUL ET AL. 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes & says:

1.I saw--with other witness whose statements are in the file--Reginald Morton 6/1/13 w-U-Haul truck **intentionally** hit the subject house so hard--that it separated and knocked pieces loose as shown below where the porch joins the house--see--the detail damages in the 6-9-14 amended complaint.

SOYLA RICE NOTARY PUBLIC SOUTH CAROLINA

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA



Above-Reginald Morton U-Haul hit house so hard it separated & knocked pieces loose atop where porch joins house--see detail damages 6/9/14 amended comp.

FURTHER AFFAINT SAYS NOT (HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS
21 /TH DAY OF SEPT 2015

Notary Public of South Carolina
MY COMMISSION EXPIRES
ON: October 13, 2023

water leaks in at 1 of the damage locations-see 6-9-14 amended complaint

RECORDED
11 PM 2:50
JAMES C. MITCHELL
CLERK OF COURT
SUMTER COUNTY, S.C.

MARY MITCHELL'S AFFIDAVIT

About the Damages I saw on Back of U-Haul Truck as it Leaved 6-1-13

Personally appeared before me having been sworn duly, Mary Mitchell, deposes and say this:

#1.On 6-1-13, I was at Charles Taylor's house; on 332 Myrtle Beach Highway in Sumter, S. C.;

#2.I saw the same red paint damages as Mr. Taylor, onto the back bumper of Reginald Morton's U-Haul truck, which paint obviously came from Morton's ramming back into Mr. Taylor's rental house/porch, as I saw the truck leaving that house, because I remember saying at that time, to Mr. Taylor, "you will have to fix and paint it again", in kind of an off handed way, as the truck left.

#3.Reginald Morton's extremely creepy conduct, I had never see from no one before quite like it, and I hope I never have to encounter him again, or anyone like him, because it was really scary.

SWORN TO BEFORE ME
This 9th Day of Sept. 2015
Notary Public for S .C.
My Commission Expires:
MAY 18 2019

And I Say Nothing Further
Mary Mitchell

www.repwest.com

June 27, 2013

Reginald Morton
824 MAURY AVE
FORT WASHINGTON, MD 20749

RE: Claim Number: 00475309-2013
Date of Loss: June 01, 2013
Reported Date: June 21, 2013

Dear Reginald Morton:

This letter acknowledges receipt of your claim. In order to process your claim quickly, we ask that you assist us by sending the following items to the address at the bottom of this page:

- [x] If applicable, a copy of the police report covering this incident
- [ ] Name, address and signed statement of facts by witness(es)
- [ ] Two (2) Estimates of damages clearly itemizing repairs and costs
- [ ] Copy of vehicle registration or title
- [ ] Color photographs which clearly depict and confirm your damages
- [ ] Proof of subrogation, estimates of repair and evidence of payment
- [ ] Name and address of U-Haul Lessee and/or Driver
- [ ] U-Haul equipment number and/or license plate number involved in incident
- [ ] Legible copy of the U-Haul rental receipt/contract
- [ ] Completed cargo loss form (please submit repair estimate for any *electronic* cargo)
- [ ] Receipts to provide proof of ownership, original purchase price, etc (PROPERTY)
- [x] Other: Please contact

Thank you,
Spencer Sussman
P.O. Box 24463
Phoenix, AZ 85074
Phone: 800-528-3066 x664366
Fax: 602-745-6417
E-Mail: ssussman@repwest.com

See above Reginald Morton reported his damages claim to the insurer RepWest-so there can be no credible dispute about their house damages liability.

Repwest Insurance Company

Repwest provides insurance policies for U-Haul. U-Haul's customers and dealers. In addition Repwest provides insurance programs for the self-storage industry independent of U-Haul.

Repwest also provides loss adjusting and claims handling for U-Haul through regional offices across North America.

ROA p.301

PLAINTIFF'S ITEM #12
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

U-HAUL_00084

p.7
w/ plaintiff's 9-25-15 final *dispositive* brief for Oct. 14, 2015 *dispositive* hearing.

EXHIBIT B
p. 8-11

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RECORDED
2015 SEP 18 PM 4:45
JEANETTE W. WALLACE
CLERK OF COURT
SUMTER COUNTY, S.C.

RE: PROPERTY–HOUSE–TOTAL RUIN LOSS VALUATION

IN THE CASE OF CHARLES TAYLOR v. U-HAUL ET AL. 2013-CP-43-1808

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That I have been in the *individual* real property purchase & resale business for over 30 years;

2.Over that time I've evaluated & valued hundreds of residential mostly & commercial properties;

3.That my expertise mainly is in older (w/some historic value) house purchase, restoration & resale;

4.**THAT IN A NUTSHELL;** there are some others, but 3, primary standard ways to value a property;

a. by what you have total invested in it;
b. by the amount of income it can earn-if that's what it was purchase for;
c. by what similar property of the same caliber in area recently sold for;

5.That by whichever method a property is valued depends on the one that's most applicable;

6.That in the instant case, the former is most applicable, for a variety of reasons, including it was not purchase to rent but for resale after restoration, but rented due to a well-known down turn in the market and because it had one of a kind-approx.100 years old-hickory hardwood floors etc. & none known just like it in area; & was purchased cash & top dollars invested expecting high return-see-*cash purchase price & restoration invested* all I had *receipts all in file $150,000 total;*

7.And it's all totally ruin as stated in 6-9-14 amended complaint & throughout court file to date and now must be bulldozed--all due to the stated actions of Defendants and Reginald Morton 6-1-13.

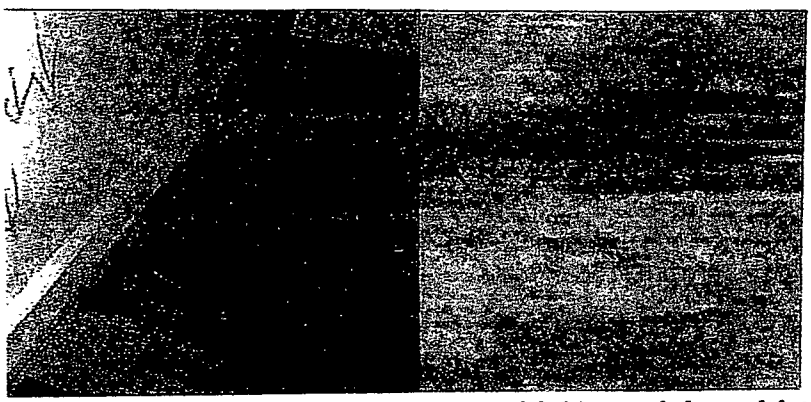
FURTHER AFFAINT SAYS NOT (HEREIN);

CHARLES TAYLOR

SWORN TO BEFORE ME THIS 18 DAY OF SEPT 2015

Notary Public of South Carolina
MY COMMISSION EXPIRES 6/2017

JOANNE B. RICHARDSON
NOTARY PUBLIC
SOUTH CAROLINA
COM. EXP. 09-06-2017



water damage rotten out floors foundation-see 6-9-14 amended complaint

ROA
p.303

p.8
w/ plaintiff's 9-25-15 final *dispositive* brief for Oct. 14, 2015 *dispositive* hearing.

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Sharon H. Russell
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

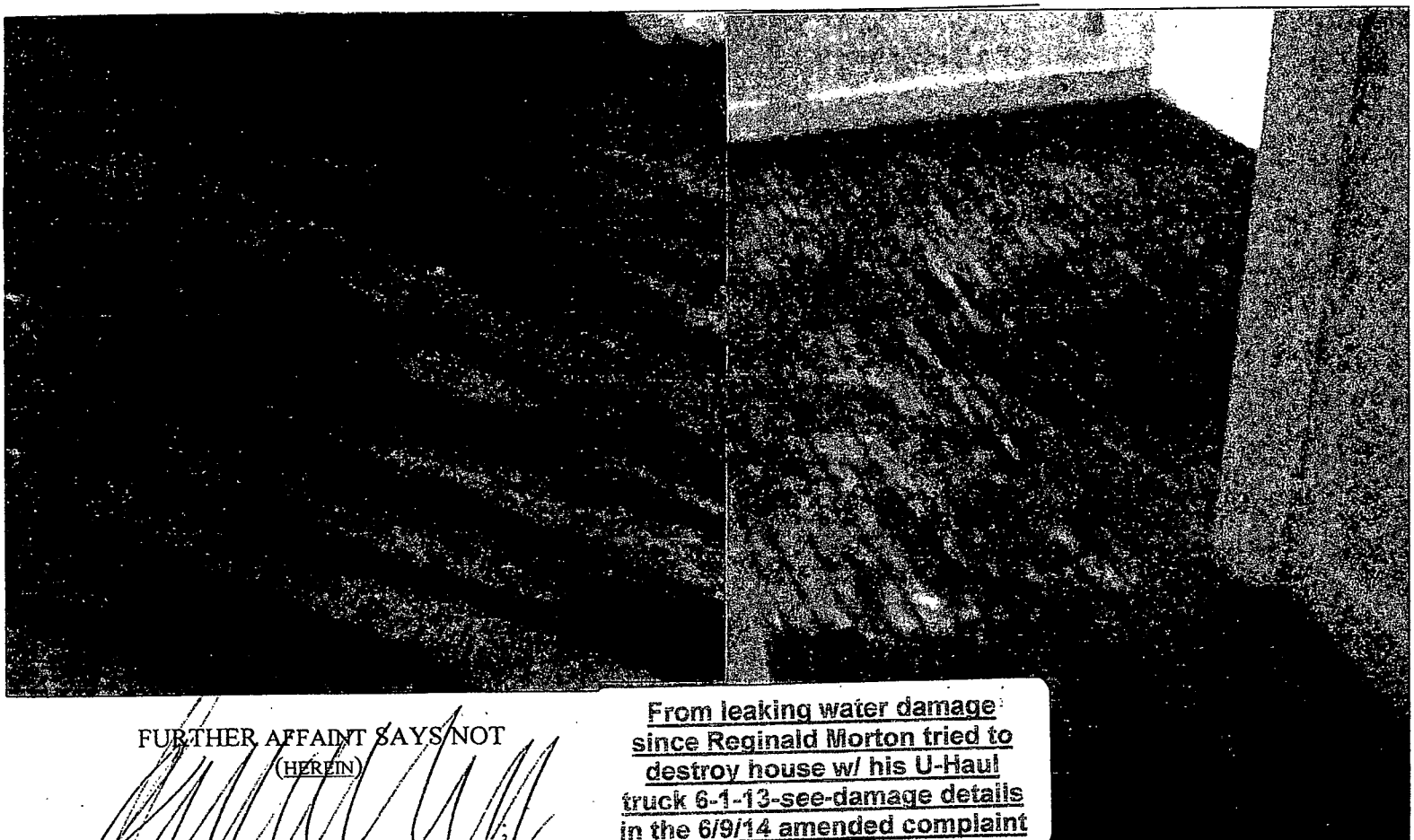
RECORDED
2015 SEP 25 AM 9:30
JAMES T. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

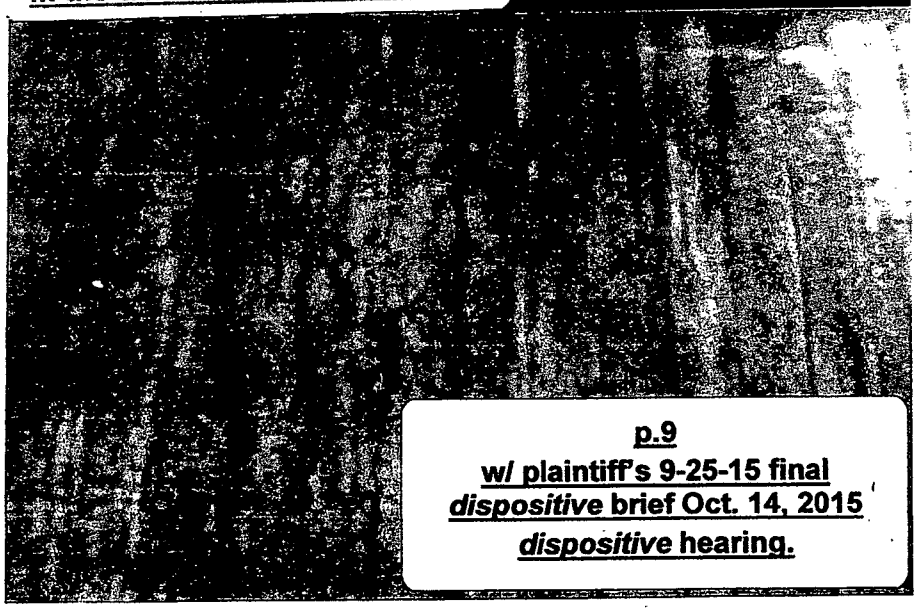
re: ROTTEN OUT FLOOR-FOUNDATION-LOSS 334 MYRTLE BCH HWY
IN THE CASE OF CHARLES TAYLOR v. U-HAUL ET AL. 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes & says:

1.These show rotten out floor-foundation re loss house 334 Myrtle Bch Hwy re Reginald Morton damage.



From leaking water damage since Reginald Morton tried to destroy house w/ his U-Haul truck 6-1-13-see-damage details in the 6/9/14 amended complaint



FURTHER AFFAINT SAYS NOT
(HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

25 /TH DAY OF SEPT 2015

Notary Public of South Carolina

MY COMMISSION EXPIRES ON: 09-06-2017

MYRA ANN REMBERT
NOTARY PUBLIC
SOUTH CAROLINA
COM. EXP. 09-06-2017

p.9
w/ plaintiff's 9-25-15 final *dispositive* brief Oct. 14, 2015 *dispositive* hearing.

WHICH WILL COST $7,500.00 TO TEAR DOWN

AND DISPOSE OF.

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA
2015 SEP 18 PM 4:45
RECORDED
695506
803-968-1076

Statement

DATE 9-18-15 TERMS

TO MR. CHARLES TAYLOR
334 MYTLE BEACH HY.
SUMTER. S.C. 29150

IN ACCOUNT WITH TIM'S TREE SERVICE
2200 MIMS RD.
SUMTER, S.C. 29153

		TATE DOWN HOUSE & CLEAN UP & HAUL OFF		
		TOTAL DUE		
			$7500.00	
		HALF UP FRONT		
2ND		HALF WHEN FINISHED		

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUN

adams 05512

ROA
p.305

p.10
w/ plaintiff's 9-25-15 final *dispositive* brief Oct. 14, 2015 *dispositive* hearing.

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RECORDED
2015 SEP 21 PM 3:18
JANE CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

RE: RENTAL INCOME LOSS 6-1-13 TO 10-1-15 FROM 334 MYRTLE BCH HWY

IN THE CASE OF CHARLES TAYLOR v. U-HAUL ET AL. 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes & says:

1.That the rental income loss from 6-1-13 to 10-1-15 is $18,200.00 and continues at the rate of $650.00 per month for 11-1-15 until.

CERTIFIED TRUE COPY
OF ORIGINAL FILED
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

FURTHER AFFAINT SAYS NOT (HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

21 **/TH DAY OF SEPT 2015**

Soyla Rice

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: October 18, 2023

SOYLA RICE NOTARY PUBLIC SOUTH CAROLINA

EXHIBIT C
p. 12-20

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

Re: Effects of Drug Dealer & Bail Jumper Reginald Morton and the Defendants' et al. s' IIED on Me from 6-1-13 to Present and Ongoing.

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That First: I am disable and live alone @: 332 Myrtle Beach Hwy in Sumter-County SC. 29153; and that my claim for the specific IIED damages--arose out of Defendant Roy Rahal; the manager of Defendant Stop 'N' Save, d/b/a El Cheapo Plus #7; and the Agent of U-Haul; (hereafter Rahal /El Cheapo--the "Defendants"); getting together with, & renting a U-Haul Truck to, a third party, drug dealer and bail jumper--Reginald Morton, (hereinafter "Morton" or "Reginald Morton"), with no driver's license, and assisting him in forging father's name, (a fact that was lied about until 6-2-15), on the U-Haul truck rental documents, in a drug deal. That he--Reginald Morton, just fresh out of jail on bail, for having committed still another crime, then came; (because he was seething mad & looking for revenge, because I had the Honorable Judge Kristy F. Curtis, evict them for non-rent payment, and, for his drug dealing & illegal gun running, from the house I rented to them); came w/ his illegally rented U-Haul truck from Defendants--to move & intentionally, wantonly, w/ malice, & evil planning, etc. (high on marijuana pot / drugs, etc.) & inflicted on me the following severe IIED; Manifesting itself into severe Physical Distress Also;

(TO INCLUDE EXTENT OF ALL DAMAGES: $150,000.00 PROPERTY-HOUSE & $25 up to $100 MILLION SEVERE IIED et al. AS BEST STATED HEREIN IN SUMMARY FROM 6-1-13 TO PRESENT & ONGOING INTO FUTURE TO SHORTEN-ING LIFETIME—EXCLUDING ANY PUNITIVE DAMAGES)

2.That I screamed in horror & outrage from my house as I watch helplessly-drug dealer & bail jumper, Reginald Morton's atrocious conduct, as he intentionally and spitefully backed hard--his U-Haul truck into the porch end of my (rental house @ 334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage.

3.That I looked through my side window directly at him and the look on his face; my heart sink and skip at least a beat and flutter; I felt I was having a heart attack; my blood pressure shot up until I felt like someone had hit me in the back of the head with a big sludge hammer; my body started to ache all over; my joints started to hurt; it was a cruel-outrageously-paralyzing-feeling, that no one should ever be expected to suffer from conduct of another in a civilized community.

4.Because I was watching my whole life savings be ruined; my life flash before my eyes; if it was damages badly; how would I rent it to get my medication; I would die without it--all these kind of thoughts flashed through my head & my mind instantly; as I lost breath & struggled to breathe.

5.That thereafter somehow after collecting myself just enough to stand up & manage to hobble to and out of my front door over towards where Morton was; and I screamed in horror and outrage at his atrocious conduct for intentionally trying to tear up my rental house; saying--how did you get that truck? (knowing he had no driver's license); to which he—looking raven mad and high on marijuana pot / drugs, etc., answered by swiping his hand across his nose; sniffing it to indicate, he got it in a drug deal & (he) saying—it'll get you what you want—in a spiteful manner to me;

6.I had already seen his conduct was very extreme, outrageous, reckless, intentional, malicious, vengeful and egregious, willful, and wanton, etc., with the obvious intent to do maximum harm; (for revenge for having evicted them); by intentionally inflicting extreme & severe (*i.e. substantial & enduring*) emotional & physical distress harm on me by tearing up my rental house----(because he knew from my past telling him so when I went for his always late rent money)-that I was disable & depended on that house rent for supplemental income to pay for must have survival medications, etc.

7.Therefore, Reginald Morton knew I was peculiarly susceptible to his outrageous and atrocious conduct of intentionally damaging my house & was certain or substantially certain that extreme and severe emotional & physical distress, (and possibly-eventual-death), would be the end result from his prior knowledge of my situation---the reason he targeted my rental house---because he intended & knew the end result. He obviously didn't have to be a genius or sober to figure that one out!

8.Thereafter, I could not eat, I lost my appetite on and off for days into weeks; I lost weight; and I had and still have nightmares, on and off all the time, of looking at the whole recreation, in my dreams, and my waking up, screaming, and hollering in horror, and outrage, at Reginald Morton.

9.That then or since–among other things; I suffer-serious-severe-constant & extreme: ulcers; headaches; emotional injury causing forgetfulness ect.; having visits of hurt self-thoughts; bouts of depression; fright; nervousness; grief; anxiety; worry; mortification; shock; indignity; foreboding, inconvenience, mental anguish; health loss; credit loss; humiliation; apprehension; fatigue; isolation; gastro problems; comprehensive IIED manifesting in physical injury; nausea; migraines; degradation; crying; uncertainty; spiteful litigation; joints disfigurements; lack of dental care; lack health care; knots; mobility impairment; as well as physical pains, et al. etc. & otherwise my life was materially & severely disrupted in many ways, (**especially by this spiteful litigation, etc.**), all caused by the actions of drug dealer & bail jumper Reginald Morton & Defendants' said conduct, & its continuing effect on me--my life & its quality; (look at the ***intensity & duration*** of said conduct on my life & its quality from 6-1-13 to now re attachments).

10.That Reginald Morton's outrageous, and atrocious conduct, and the results inflicted on me is the kind of thing that no human being should ever have to suffer, even in an uncivilized community.

11.That after the initial horror of drug dealer & bail jumper Reginald Morton's outrageous conduct, I continued to progressively get worse, with Dr. visits, until Morton's IIED eventually lead me to the Tuomey Regional Medical Center ER on 08-06-13 w/ persistent dizziness and falling spells, & continued on & off to Drs. & Hospital ERs since then--to last time 6-3-15; with all other medical treatments in between those dates & since then from a variety of other medical providers, together evidence by any attachments, but not limited thereto, culminating into now back cancer & heart failing.

12.That in between then 6-1-13 and now (present), the lack of being able to afford my must have timely medications with the rent money, (because the damage house leaking water when it rains 6-1-13 to now from Reginald Morton's outrageous conduct, have destroyed my rental house, by it rotting out to the foundation etc., thus no rental income), have led directly, between 6-1-13 to present, causing my medical conditions to worsen to now needing many different surgeries, etc.

13.That the same outrageous conduct of drug dealer & bail jumper Reginald Morton from 6-1-13 have directly caused and led my investment into my rental house being lost---total $150,000.00; (receipts in the record--filed--date stamp: 2014 SEP 16 AM 9:14; & other detailed in 6-9-14 amended comp.).

14.That the said extreme & outrageous conduct of Reginald Morton from 6-1-13, (w/ it effect continuing all the way to the present), have directly led to extensive medical bills--filed date: 2015 JUN-1 PM 3:17; which effect and bills will continue into the future--shortening my live time-as it is obvious from all the: (a).medicals; & (b).photographs; (ON REQUEST--TO VOLUMINOUS FOR HERE-EXCEPT ANY HEREWITH).

15.That the said extreme & outrageous conduct of drug dealer and bail jumper Reginald Morton and its effects (was)(is)(are) so extreme and outrageous that such exceeds all possible bounds of decency and thus must be regarded as atrocious, and utterly intolerable in a civilized community; which the foregoing would cause the average community member to immediately react in outrage.

16.That no one can (truthfully or credibly) deny that the foregoing said extreme and outrageous conduct of drug dealer & bail jumper Reginald Morton: (a).did not caused me severe emotional and physical distress, or (2).that it was intentional, or (3).with continuing effect, or (4).that such foregoing emotional and physical distress suffered by me was so severe so that no reasonable person could be expected to endure it, or (5).the IIED was the intended or primary consequences of his conduct.

17.That obviously the said extreme & outrageous conduct of drug dealer & bail jumper Reginald Morton could not have been possible, **but for**, the illegal & outrageous conduct in para. #1 above of Defendants Roy Rahal / El Cheapo---**(Hence: this vicarious suit against these Defendants).**

(18).RE: THE IIED BY REGINALD MORTON, AS SHOWN ABOVE, DEFENDANTS ROY RAHAL & EL CHEAPO see PARA. #1 ABOVE, NOT ONLY CONTINUED, BUT INTENSIFIED SAME &/OR LIKE KIND CONDUCT TO FURTHER THE IIED ON ME AS FOLLOWS:

19.That essentially I later notified them (& U-Haul) of drug dealer & bail jumper Reginald Morton's said above conduct and damages to that time, (& their illegal conduct that enabled it--*see*--para. #1), and my demanding compensation for damages to that time, from them (promptly) to mitigate any further damages & their response (conduct) was one of no less outrageous, shocking & horrifying; (not 1 brown penny, essentially saying that all the foregoing above notwithstanding, they didn't care, they were not going to pay one brown penny & there was nothing I could do about it; **then** suit was filed on 10-9-13 to show what could be done about it, & amended 6-9-14 to present form).

20. That from that date to the present here--their cumulative conduct (that began in para. #1 above) & (continued on to their unjust and odious refusal to compensate me in a just and timely manner so that all my present damages could be mitigated, including most importantly to my health, is sure tantamount to *intentional torture on me* by their *intentional tortious conduct*--nothing short of it) & have been no less heinous, malicious, egregious, outrageous, intentional, spiteful, abusive etc. et al; and have caused no less IIED damages than that of the drug dealer and bail jumper Reginald Morton that they rented their U-Haul truck to--illegally in 1st place--as stated in para. #1 above-onward to below.

21. That their basic attitude have been just as vindictive, as that of their license less drug dealer & bail jumper Reginald Morton; but for different reasons; they were more than just a little incensed **(ALL BECAUSE I DARED SUE THEM; YOU SUE US--THE U-HAUL PEOPLE--AS ONE PUT IT, i.e., THEIR ATTITUDE)**.

22. That Defendants continuously, (had & held the mountain top view looking down), in that they continuously asked for my medical documentations, etc. to prove my case, and then turn around, & used that information to know my exact financial-especially health-vulnerabilities & susceptibilities & use that information to outrageously further cause & inflict more severe, (*i.e. substantial & enduring*), maximum & supreme emotional and physical distress upon me, to the point of inducing my now, CANCEROUS CONDITIONS IN CENTER BACK & FAILING HEART CONDITIONS. (by withholding just compensation for heretofore said damages), to wrongfully, evil, and outrageously punish me, for justifiable suing them for the same stated above just damages that they heinously refused rightful payment to me for, after repeated & constant in essence begging them for--from before 10-9-13, all the way up to now, & **ALL TO NO AVAIL TO THIS DATE; & TO MY EVERY OUT STRETCHED HAND, IT WAS SLAPPED W/ MORE LITIGATION!**

FURTHER AFFAINT SAYS NOT
(HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

15th **/TH DAY OF JUNE 2015**

Beverly L. Watkins
Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

ROA
p.311

p.15
w/ plaintiff's 9-25-15 final *dispositive* brief for Oct. 14, 2015 *dispositive* hearing.

PLAINTIFF CHARLES TAYLOR'S SUPPLEMENTAL TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: Reginald Morton's Initial IIED Conduct

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

RECORDED
2015 SEP 25 AM 9:31
JANET S. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That I screamed in horror & outrage from my house as I watched helplessly-Reginald Morton's atrocious etc. **conduct** (*high up on pot, drugs, marijuana, etc.*) as he intentionally & spitefully backed his U-Haul truck hard, (*meaning--as in attempting to destroy*), into the porch end of my (rental house @ 334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage; & that but for the house being approx. 100 years old and hard as old hickory hardwood--which age and hardwood gave it-its unusual character and value--it would have been destroyed, instead of just damage--then, where after the leaking water eventually did, in effect, destroy it—rotting out the floor & foundation & such leaking water damages has now rendered it useless & valueless since 6-1-13.

2.That Reginald Morton's, *seething mad*, above conduct was motivated by his thirst for revenge for my having had the Honorable Judge Kristy F. Curtis evict them for non-rent payment & for Reginald Morton's drug dealing and illegal gun running, from the rental house I rented to them.

FURTHER AFFAINT SAYS NOT (HEREIN)

CHARLES TAYLOR

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Sharonn M. Dubose
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

SWORN TO BEFORE ME THIS

8 /TH DAY OF JULY 2015

Beverly L. Hawkins

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

FOR: THE OTHER-MAIN-AFFIDAVIT DETAILS:
(see-plaintiff's 6-15-15 sum. motion & 6-22-15 memorandum)

PLAINTIFF CHARLES TAYLOR'S SUPPLEMENTAL **TESTIMONY AFFIDAVIT**

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: PLAINTIFF'S RECENT ANEMIC DIAGNOSIS

RECORDED
2015 SEP 25 AM 9:31
JANICE CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1.That re my recent anemic diagnosis, means no surgeries, lest I now risk bleeding to death, which means that I will likely have to suffer in my present conditions for the rest of--what is sure now to be an even shorter life--all brought on due to Defendants' actions-conduct-with Reginald Morton's, etc.

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Sharon M. Dussos
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

FURTHER AFFAINT SAYS NOT

(HEREIN)

CHARLES TAYLOR

SWORN TO BEFORE ME THIS

30 **/TH DAY OF JULY 2015**

Beverly L. Watkins
Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

Current Plans:

- Restarted Indomethacin 50MG, 1 capsule Capsule 3 times a day as needed with food, #90, 30 days starting 07/24/2015, No Refill.

Future Labs:

- 10/15/2015: URIC ACID* (84550) Routine one time ()

HTN (hypertension)
Today's Impression: Well-controlled on current regimen. Will continue for now.

Denies symptoms of severe hypertension or hypotensive episodes. Patient was instructed to call clinic or go to the ED with any symptoms of severe hypertension such as headache, nausea/vomiting, changes in vision, chest pain, shortness of breath, any weakness, numbness, dizziness, gait disturbances, alteration in mental status, or any symptoms of hypotension, such as lightheadedness, syncope, or any other symptoms concerning to the patient.

Patient was also reminded on importance of maintaining a healthy lifestyle with proper diet (low sodium/salt diet) and exercise (at least 30-45 mins, 3-4 times a week).
Current Plans:

- Patient Education: Salt in the Diet: hypertension

Future Labs:

- 10/15/2015: CBC* (85025) Routine one time ()
- 10/15/2015: CMP* (80053) Routine one time ()
- 10/15/2015: LIPID PROFILE* (80061) Routine one time ()

Anemia
Today's Impression: Unclear etiology. For anemia work up.

No fatigue, chest pain, palpitations, melena, hematochezia, hematuria, lightheadedness or syncope.

Patient was instructed to call clinic or go to the emergency department if with chest pain, shortness of breath, lightheadedness, syncope, severe generalized weakness, severe pain, any form of bleeding, any black stools, high grade fever or chills, or any other symptoms concerning to the patient.
Current Plans:

Chronic, continuous use of opioids
Today's Impression: For DDD. Instructed to take medications only as prescribed, to get it only from one pharmacy, not to get it from any other providers, and to report any adverse reactions from the medication as discussed. Risks, alternatives and benefits of these medications were discussed at length with the patient and he is fully aware.

-pain contract signed and discussed 5/15/15
-DHEC query no. 3674060
Current Plans:

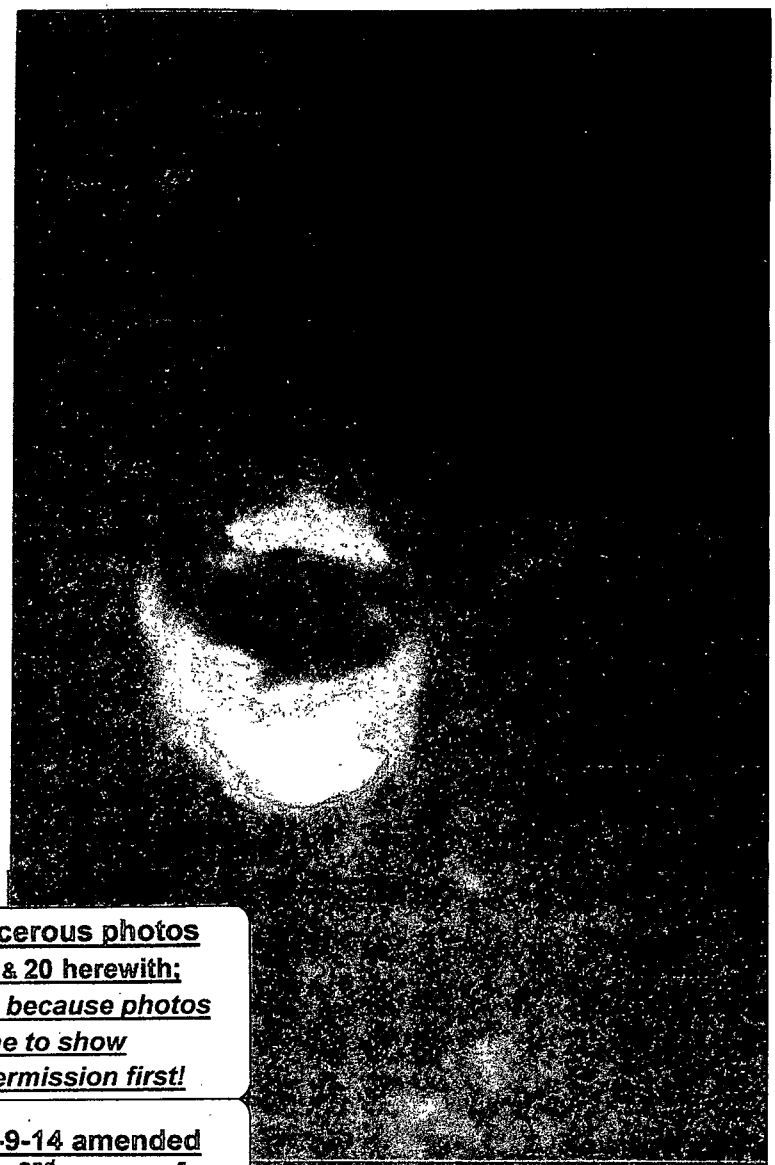
Encounter for prostate cancer screening
Current Plans:

Future Labs:

- 10/15/2015: PSA* (84153) Routine one time ()

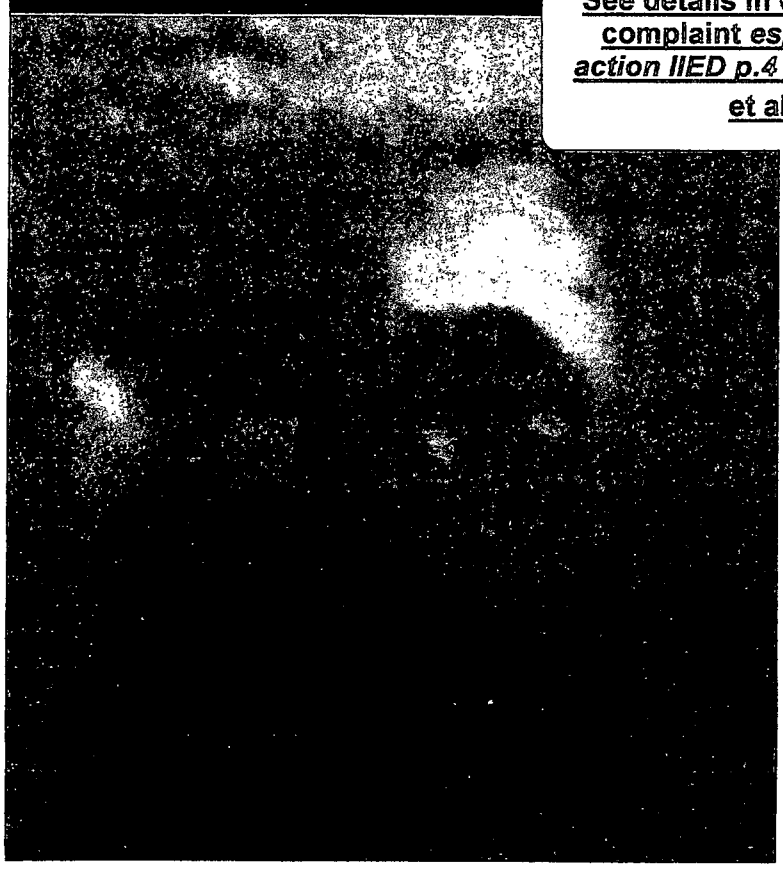
Joseph Villanueva MD

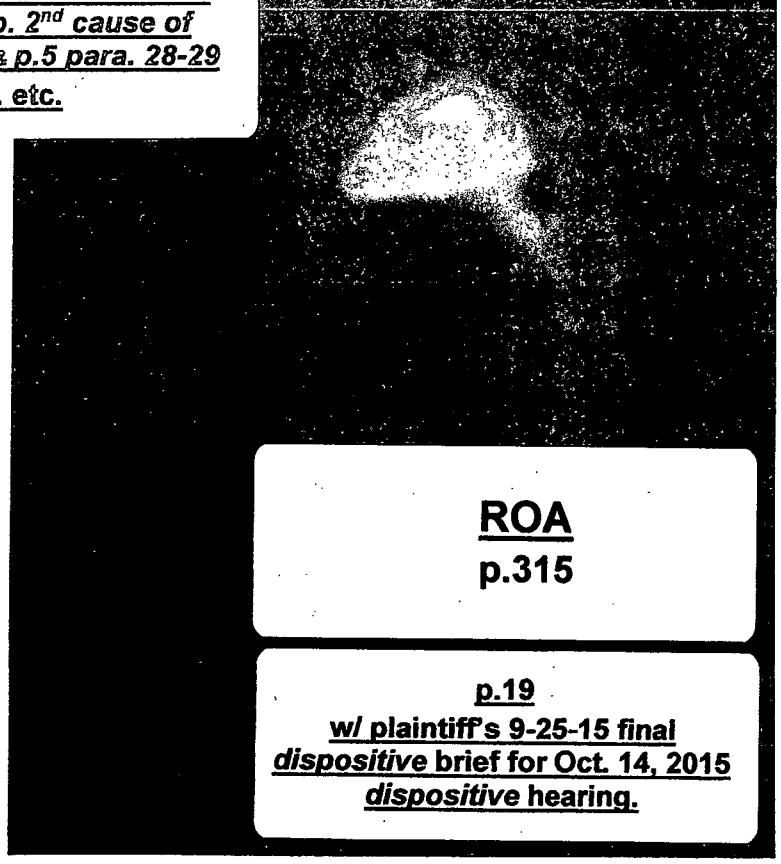




latest back-cancerous photos
1 of 2 pages 19 & 20 herewith;
Page 20 left blank because photos to gruesome to show without court permission first!

See details in 6-9-14 amended complaint *esp. 2nd cause of action IIED p.4 & p.5 para. 28-29* et al. etc.





ROA
p.315

p.19
w/ plaintiff's 9-25-15 final *dispositive* brief for Oct. 14, 2015 *dispositive* hearing.

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BECAUSE CENTER-BACK-CANCEROUS
PHOTOS ARE TO GRUESOME TO SHOW
WITHOUT COURT PERMISSION FIRST!

THAT IF DEFENDANTS WANT TO MEDIATE WITH MR. NEWMAN (if his schedule permits) PLAINTIFF IS WILLING TO GIVE IT A TRY! OR WE CAN STAY THE COURSE IF THAT'S WHAT THE DEFENDANTS' WOULD PREFER?

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEA
COUNTY OF SUMTER)	3rd JUDICIAL CIRCUIT
CHARLES TAYLOR)	C/A No: 2013-CP-43-1808
PLAINTIFF)	
vs.)	**Plaintiff's 10-5-15 Memorandum of Facts & Law** for *Dispositive* Motions Hearing October 14, 2015 supporting plaintiff 6-15-15 sum. judgment motion & same opposing defendants' summary motions et al
(1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and)	
(2). ROY RAHAL;)	
DEFENDANTS)	(for all *dispositive* plaintiff memorandums-*see*-#1-10+final brief on file)

RECORDED 2015 OCT 7 PM 4:26
CAMPBELL CLERK OF COURT SUMTER COUNTY, S.C.

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS-REPRESENTING DEFENDANTS ABOVE

Plaintiff's memorandum of facts & law-for dispositive motions hearing 10-14-15-supporting Plaintiff's 6-15-15 summary judgment motion and same opposing Defendants' summary motion et al.-- as follows:

1.That no one now disputes the relevant & essential facts & the supporting law as detailed in Plaintiff's;

(a).6-9-14 amended complaint; and

(b).6-15-15 dispositive summary judgment motion; and

(c).6-24-15 to 9-25-15 supporting dispositive memorandums #1 through #10; and

(d).9-25-15 final dispositive brief; (thus Plaintiff's sum. judg. mo. should be granted-*as of law*-on above) &

[*That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ"*, see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); & **Summary Judgment should be granted also when, "plain, palpable, & indisputable facts exist on which reasonable minds cannot differ", see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 S.E.2d 799, 802 (Ct. App. 2009).*** Both of which are applicable-to-the instant subject case]; &

(2).That further on the specific Plaintiff's 8-3-15 motion for sanctions under r.11 & SC sec. 15-36-10;

2-a.That under Rule 11a, SCRCP; a party &/or attorney(s) may be sanctioned for the filing of a frivolous pleading motion or other papers, or for making frivolous argument. Runyon v. Wright, 322 S.C. 15, 473 S.E.2d 160 (1996). The party and/or attorney(s) may also be sanctioned for filing a pleading motion, or other papers in bad faith whether or/not there's good grounds to support it. The sanction may include an order to pay the reasonable costs & attorney fees, incurred by the party or parties defending against the frivolous action or action brought in bad faith; a reasonable fine to be paid to the court or a directive of a none monetary nature, designed to deter the party or the party's attorney(s), from bringing any future frivolous action or action in bad faith. Further, if appropriate under the facts of the case, the court may order a party & / or the party's attorney(s) to pay a reasonable monetary penalty to the party or parties defending against the frivolous action or action brought in bad faith. A court imposing sanctions under Rule 11 should, in its order, describe the conduct determined to constitute a violation of the rule and explain the basis for the sanction imposed. See—conduct sanctions sought for in subject 8-3-15 motion;

2-b.The South Carolina Frivolous Civil Proceedings Sanction Act–provides for liability for attorney fees & costs of frivolous suit. South Carolina Code 15-36-10 (2005) provides that any person who takes part in the procurement, initiation, and continuation, of any civil proceeding, is subject to being assessed for payment of all or a portion of the attorney fees & court cost of the other party; (participants see motion);

2-c.See also:The Father v. South Carolina Dep't Soc. Servs., 345 S.C. 57, 545 S.E.2d 523 (Ct. App. 2001); In pertinent part that; A party who makes a frivolous claim or raise a frivolous defense has committed a more egregious act than one who acts without substantial justification. (re their acts see 8-3-15 motion);

2-d.& FCPSA which in pertinent part states-sanctions maybe awarded under 15-36-10 regardless of whether or not the case has been tried to a verdict--so long as the trial court finds by a preponderance of the evidence that the party should be sanctioned under the terms of the FCPSA. S.C. Code Ann. 15-36-10(C).

2-e.That as to the detailed and specific conduct (**itemize**) of what they did to warrant sanctions--**see** Plaintiff's 8-3-15 sanction motion--including esp. the 2 amendments filed thereto 9-14-15 & 9-18-15-&;

(3).That further on specific Plaintiff's 9-17-15 motion for sanctions under r.33 & 7-8-15 scheduling order; **See**--Better shown-explained in specific details in w/the same Sept. 17, 2015 motion for sanctions on file;

(4).That further on the specific Plaintiff's 8-21-15 motion for leave to amend pursuant to SCRCP 15(b-c); **See**--Better shown-explained in specific details in w/same Aug. 21, 2015 motion for leave to amend on file.

So what is Defendants' reply to Plaintiff's above motions *especially* 2-4? THEY FILED NO REPLY YET!

So what is Defendants' reply to Plaintiff's above summary motion #1? THEY FILED NO REPLY YET!

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy-Sumter SC. 29153
803-609-7990

Sumter, South Carolina

October 5, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
)
PLAINTIFF)
)
VS.)
)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
)
(2). ROY RAHAL;)
)
DEFENDANTS)

RECORDED
2015 MAY 19 PM 1:22
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

PLAINTIFF'S AMENDED OPPOSITION REPLY TO DEFENDANTS AMENDED NOTICE AND MOTION FOR SUMMARY JUDGMENT

To The Court; and to The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS HEREIN ABOVE:

That Plaintiff opposes Defendants' summary motion dated 4-23-15 and amended summary motion dated 5-12-15, upon the following reasons and grounds:

(1).That Plaintiff opposes same for any and all applicable reasons and grounds in; Plaintiff's filings from; between the 6-9-14 amended complaint to present; with same serving as plaintiff's opposition *exhibits* as if attached here verbatim; within which; the present issues 1-3 in Defendants' amended motion, have already been argued numerous times, in numerous motions, of one variety or another; and

(2).Paintiff may submit more opposition argument &/or documentations at any hearing on the motion.

RESPECTFULLY SUBMITTED;

CHARLES TAYLOR, PLAINTIFF
332 MYRTLE BEACH HIGHWAY
SUMTER, S.C. 29153
803-609-7990

Sumter, South Carolina
May 18, 2015

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SUMTER	)	FOR THE THIRD JUDICIAL CIRCUIT
	)	
Charles Taylor,	)	Civil Action No.: 2013-cp-43-01808
	)	
Plaintiff,	)	
	)	**DEFENDANT STOP 'N' SAVE, INC. D/B/A EL CHEAPO PLUS #7'S AND ROY RAHAL'S MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF'S MOTION FOR SANCTIONS PURSUANT TO RULE 11 AND S.C. CODE ANN. 15-36-10**
vs.	)	
	)	
Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal,	)	
	)	
Defendants.	)	

Defendants, Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo") and Roy Rahal ("Mr. Rahal") (collectively "Defendants"), by and through their undersigned attorneys, submit this Memorandum of Law in Opposition to Plaintiff's Motion for Sanctions ("Motion") pursuant to SCRCP 11 and S.C. Code § 15-36-10 ("South Carolina Frivolous Proceedings Sanctions Act"), showing the Court the following:

I. INTRODUCTION

As the basis for his Motion, Plaintiff claims he is entitled to sanctions as a result Defendants' alleged "false defense." (See generally, Plaintiff's Rule 11 Motion). Although it is less than clear from the Motion, it appears that Plaintiff attempts to argue that Mr. Rahal admitted to renting the subject U-Haul truck to Reginald Morton after previously denying that he did so. Those assertions, however, are contrary to the facts and testimony given in this case, as Defendants have submitted evidence conclusively showing that Odell, not Reginald, presented his driver's license at the time of the rental and signed for the rental truck. Plaintiff has no valid grounds for seeking sanctions under Rule 11 or the South Carolina Frivolous Proceedings Sanctions Act, and as a result, Plaintiff's Motion should be denied.

II. ARGUMENT & CITATION TO AUTHORITY

Plaintiff has not and cannot show that he is entitled to sanctions against Defendants, pursuant to Rule 11 of the South Carolina Rules of Civil Procedure or the South Carolina Frivolous Civil Proceedings Sanctions Act. Instead, Plaintiff's Motion is entirely meritless and should be denied.

Rule 11(a), SCRCP provides:

> Every pleading, motion or other paper of a party represented by an attorney shall be signed in his individual name by at least one attorney of record who is admitted to practice law in South Carolina, and whose address and telephone number shall be stated. . . . The written or electronic signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information and belief there is good ground to support it; and that it is not interposed for delay.

Under Rule 11, a party and/or the party's attorney may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. Runyon v. Wright, 322 S.C. 15, 19, 471 S.E.2d 160, 162 (1996). Similarly, the South Carolina Frivolous Civil Proceedings Sanctions Act provides that an attorney may be sanctioned for "filing a frivolous pleading, motion, or document" or a pleading "interposed for merely delay, or merely brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings." S.C. Code Ann. § 15-36-10.

Plaintiff has failed to show any valid grounds for the imposition of sanctions against Defendants under Rule 11 or S.C. Code Ann. § 15-36-10. Throughout this litigation, Plaintiff has repeatedly taken the position that Defendants El Cheapo and Mr. Rahal improperly and illegally rented a U-Haul truck to Reginald Morton, an individual without a driver's license, who then damaged Plaintiff's property with the rental truck. Plaintiff has continuously taken this position, despite that the evidence submitted by Defendants clearly shows that the truck was

rented to Odell Morton, an individual who presented a facially valid driver's license and signed for the rental. Reginald Morton, Odell's son, was simply the individual who paid for the rental truck, and that is the extent of Reginald's involvement in this rental transaction.

In his continued efforts to fabricate facts in support of his legally and factually flawed theory, Plaintiff contorts and mischaracterizes the testimony given in this matter by El Cheapo's manager, Mr. Rahal. In his Motion, Plaintiff cites to portions of Mr. Rahal's deposition where Mr. Rahal testifies that he "rented" the U-Haul truck to Reginald Morton. (See Rule 11 Motion, at pp. 1-2). Plaintiff also cites to El Cheapo's Interrogatory Responses that indicate Mr. Rahal rented the truck to Reginal Morton. (Id.)

However, either through convenience or oversight, Plaintiff fails to direct the Court to Mr. Rahal's testimony that it was actually Reginald's father, Odell Morton, who presented his driver's license for the rental, signed the rental agreement, and drove the U-Haul truck from the premises following completion of the rental. (See the Deposition of Roy Rahal, dated June 2, 2015 ("R. Rahal Depo."), at pp. 26-27, 43, 45-46, at **Exhibit A**). Plaintiff also continues to overlook the fact that El Cheapo has since supplemented its previous discovery responses, and clarified that, in fact, it was Odell Morton that presented his driver's license and signed for the rental of the U-Haul truck. (See El Cheapo's Supplemental Responses to Requests for Admissions, dated March 11, 2014, Nos. 1 and 3, at **Exhibit B**).

Plaintiff's Motion, in which he fails to accurately recount the facts, discovery, and testimony that has been given to date in this case, simply cannot pass muster and certainly does not entitle him to sanctions against Defendants. The Motion should therefore be denied.

III. CONCLUSION

Plaintiff's Motion, seeking sanctions against Defendants pursuant to Rule 11 and S.C. Code Ann. § 15-36-10, should be denied, as Plaintiff has not and cannot set forth any grounds for the imposition of sanctions here. The Motion is wholly baseless and should therefore be denied.

Respectfully submitted,

GALLIVAN WHITE & BOYD, P.A.

By: _____

Gray T. Culbreath
James. E. Brogdon, III
1201 Main Street, Suite 1200
Post Office Box 7368(29202)
Columbia, South Carolina 29201
(803) 779-1833
(803) 779-1767 (f)

Attorneys for Defendants

Columbia, South Carolina
October 7, 2015.

State of South Carolina) Court of Common Pleas
)
County of Sumter) No.: 2013-CP-43-1808

Charles Taylor,

Plaintiff,

vs.

(1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and (2) Roy Rahal,

Defendants.

Deposition of ROY RAHAL

June 2, 2015

Videotape deposition on oral examination of ROY RAHAL, reported by Brad H. Thomas, Certified Realtime Reporter and Notary Public in and for the State of South Carolina; said deposition taken pursuant to agreement and in accordance with the South Carolina Rules of Civil Procedure, at the Offices of Old Sumter County Courthouse, 141 North Main Street, Sumter, South Carolina, on June 2, 2015, at the hour of 9:56 a.m.

DEFENDANT'S EXHIBIT A

Q. You -- yes.

A. That's the first time I met him, yeah, as a customer walk in and want to rent a truck.

Q. On 6-1-13?

A. Yes, sir.

Q. And he walked in and wanted to rent a truck on 6-1-13?

A. Uh-huh.

Q. Uh-huh?

A. Yes. I'm sorry.

Q. Very well. Thank you.

A. Okay.

Q. Did you know that Reginald Morton did not have a valid driver's license on 6-1-13?

A. Yes.

Q. Didn't -- did you know that Odell Morton did not have a valid Maryland driver's license on 6-1-13?

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. He noted his objection. You want to answer it still? My -- I'll ask it again. Since he objected you might have lost track of the question.

A. Okay.

Q. Did you know that Odell Morton did not

have a valid Maryland driver's license on 6-1-13?

MR. CULBREATH: Object to the form again. Please answer.

THE WITNESS: He does have a driver's license.

BY MR. TAYLOR:

Q. Okay. So your answer is no?

A. Yes, he does have a driver's license.

Q. Okay.

A. Odell has a driver's license.

Q. Okay. Did you know Odell Morton was a South Carolina resident on 334 Myrtle Beach Highway for years before 6-1-13? I'm speaking about Odell Morton now. I'm asking you did you know that he was a resident at 334 Myrtle Beach Highway years before that date? Do you know that? You can --

A. No, I don't know.

Q. Okay. Good enough. I want to show you Item No. 2 highlight. First I'll hand the attorney a copy and I will -- I will wait and then I will hand it to the court reporter when he -- when he gives it to you then I'll ask my question. Okay, sir. I need a break, but let me just get through this -- see can I get through this and then --

(Exhibit No. 2 was marked for

about?

Q. Whose signature name is on the document? Who --

A. Odell.

Q. Pardon me?

A. Odell Morton.

Q. Okay. So Odell Morton's signature is on the line?

A. Uh-huh.

Q. And Reginald Morton's name is under the line?

A. Okay. Where this --

Q. I'm just asking you what's there.

A. Okay.

Q. That is correct?

A. Yes.

Q. Yes. Okay. Odell Morton's signature is on the line?

A. Uh-huh.

Q. Uh-huh? Yes?

A. Yes.

Q. Reginald Morton's name is printed under the line; is that correct? Yes?

A. Right. That's -- that's who rented the truck.

is going to be responsible on the vehicle, but who is paying for it --

Q. Could I proceed?

A. -- is Mr. Reginald. Yes. Go ahead.

Q. Could I proceed now?

A. Yes, sir.

Q. Okay. By the way, is that your signature below right as the agent?

A. Yes, sir.

Q. And your hand -- I meant and your U-Haul agent's number is 33654; is that right?

A. Correct.

Q. Is that your store top right on the renting location?

A. Yes.

Q. And is that -- and is the very top line showing the contract date, et cetera? The very top line on the --

A. Yes.

Q. -- page? Okay. So the answer -- the question -- the answer was yes to that question?

A. Yes.

Q. Whose name is on the signature line on the R&D tag, Document No. 7?

A. Mr. Odell, the driver.

Q. Odell Morton did you say?

A. Yes, sir.

Q. All right. Whose name is on the signature line on the U-Haul equipment responsibility requirement, Document No. 8?

A. Mr. Odell Morton, the driver.

Q. I just asked whose name was on it. I didn't ask anything else, but --

A. Okay.

Q. Let me put these in order here. No. 6, 7, and 8. I want you to look at Item No. 9.

MR. TAYLOR: Item No. 9. It happens to be two pages to it.

(Exhibit No. 9 was marked for identification.)

BY MR. TAYLOR:

Q. And then I'll ask my questions after you look at it.

MR. CULBREATH: Oh, okay. The exhibit is there.

BY MR. TAYLOR:

Q. Just look at Item No. 9, Page 1, highlight. That's the first page. Item No. 9, Page 1, highlight, look at that. Just the highlight is what we're interested in. Just the highlight is

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SUMTER)	3RD JUDICIAL CIRCUIT
)	
)	
Charles Taylor,)	Civil Action No.: 2013-CP-43-1808
)	
Plaintiff,)	**DEFENDANTS STOP 'N' SAVE, INC. D/B/A EL CHEAPO PLUS #7'S AND ROY RAHAL'S MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**
)	
v.)	
)	
d/b/a El Cheapo Plus #7; and)	
)	
(2) Roy Rahal)	

The Defendants, Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo") and Roy Rahal ("Mr. Rahal") (collectively "Defendants"), by and through their undersigned attorneys, submit this Memorandum of Law in Opposition to Plaintiff's Motion for Summary Judgment, showing that Plaintiff is not entitled to judgment on his claims against Defendants. The Court should deny Plaintiff's Motion for Summary Judgment, for all the reasons set forth below:

I. INTRODUCTION

The latest Motion for Summary Judgment filed by Plaintiff Charles Taylor is simply one more reiteration of the same brief that Plaintiff has filed roughly five or six times in this lawsuit. The Motion can be boiled down to essentially one "argument" that Plaintiff asserts time and time again in this litigation, in which he asks this Court to accept his unsupported statements and allegations as true, while simultaneously asking the Court to deem all of the actual evidence submitted by the Defendants as false. Plaintiff's Motion is a regurgitation of conclusory allegations and entirely unsubstantiated by any evidence, and as such, the Court should deny the

Motion outright. The only "new evidence" presented by Plaintiff simply cannot support his claims, as that evidence speaks to conduct that allegedly occurred after the rental transaction was completed, and any duty owed by Defendants to Plaintiff ended at the time of the rental transaction. The Court should deny Plaintiff's Motion for Summary Judgment once more, as Plaintiff has again failed to point to any evidence showing that he is entitled to judgment in his favor as to any of his claims.

II. FACTUAL BACKGROUND

This Court has previously denied Plaintiff's virtually-identical summary judgment motions at hearings held in this matter in June of 2014 and February of 2015. (See Orders, dated October 2, 2014 and May 18, 2015). Since the dates that Plaintiff's previous motions were denied, the only new evidence that has come to light simply does not support Plaintiff's claims or show he is entitled to the relief he seeks. That new "evidence" consists of third-party affidavits executed by a woman named Mary Mitchell (the "Mitchell Affidavits"), and cannot support Plaintiff's claims, which are all essentially negligent entrustment claims. Those Affidavits, dated July 15, 2015 and September 9, 2015, speak only to the alleged actions of Reginald Morton that supposedly occurred *after the time of rental*. (See Affidavit of Mary Mitchell, dated July 15, 2015; Second Affidavit of Mary Mitchell, dated Sept. 9, 2015, attached to Plaintiff's Dispositive Memorandum, dated Sept. 25, 2015).

The only other evidence that has come about since the denial of Plaintiff's last summary judgment motion is the deposition testimony of Mr. Rahal, which establishes conclusively that Defendants' rental of the subject truck was entirely proper. (See Deposition of R. Rahal ("Rahal Depo."), dated June 2, 2015). Specifically, Mr. Rahal testified that Odell Morton had a valid driver's license on June 1, 2013, the time of the rental transaction. (See Rahal Depo., at p. 27

ROA
p.332

("He does have a driver's license." and "Odell has a driver's license.")). Mr. Rahal also confirmed that Odell signed for the rental transaction, and that Odell was the driver of the rental truck. (See Rahal Depo., at pp. 43:2-9, 45:24-25, 46:3-6). Finally, Mr. Rahal confirmed at his deposition that, if a person does not possess a driver's license at the time of rental, Mr. Rahal is not permitted to rent a truck to that person. (See Rahal Depo., at p. 133:4-11 ("if somebody doesn't have a driver's license, I can't rent the truck to them.")).

III. STANDARD OF REVIEW

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. Brandt v. Gooding, 368 S.C. 618, 627, 630 S.E.2d 259, 263 (2006). In order to withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, the non-moving party is *only required to submit a mere scintilla of evidence*. Fountain v. First Reliance Bank, 398 S.C. 434, 441, 730 S.E.2d 305, 308 (2012) (emphasis added). On summary judgment, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party. Knight v. Austin, 396 S.C. 518, 522, 722 S.E.2d 802, 804 (2012). When evidence is susceptible to more than one reasonable inference, the issue should be submitted to the jury, rather than resolved at summary judgment stage. Murphy v. Tyndall, 384 S.C. 50, 54, 681 S.E.2d 28, 30 (Ct. App. 2009). A trial court may not properly grant summary judgment unless there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law; for a summary judgment to be granted, it must be perfectly clear that no issue of fact is involved. Davenport v. Island Ford, Lincoln, Mercury, Inc., 320 S.C. 424, 426, 465 S.E.2d 737, 739 (Ct. App. 1995).

IV. ARGUMENT AND CITATION TO AUTHORITY

A. The Mitchell Affidavits do not Support Plaintiff's Claims for Relief or Show that he is Entitled to Summary Judgment as to any of his Claims Against Defendants.

The Mitchell Affidavits fail to support Plaintiff's claims in any way and certainly do not show that Plaintiff is entitled to summary judgment on his claims against Defendants. Those Affidavits, which concern events that allegedly took place *after* the rental transaction was complete, are irrelevant to Plaintiff's claims of negligent entrustment, and thus cannot aid Plaintiff in obtaining summary judgment.

In a negligence action like this one, the court must determine, as a matter of law, whether the defendant owed a duty of care to the plaintiff. Huggins v. Citibank, N.A., 355 S.C. 329, 332 585 S.E.2d 275, 277 (2003) (citing Faile v. South Carolina Dept. of Juvenile Justice, 350 S.C. 315, 566 S.E.2d 536 (2002)). South Carolina courts hold that there are four factors to consider in determining whether a "legal duty" exists: (1) applicable statutory duties; (2) deviation from industry standards; (3) serious risks of physical harm; and (4) whether a special relationship, imposing duties independent of contract, exists between the alleged tortfeasor and the injured party. See Kennedy v. Columbia Lumber and Mfg. Co., Inc., 299 S.C. 335, 346, 384 S.E.2d 730, 737-38 (1989); Tommy L. Griffin Plumbing & Heating Co. v. Jordan, Jones & Goudling, Inc., 320 S.C. 49, 463 S.E.2d 85 (1995).

Regardless of whether Defendants owed a "legal duty" to Plaintiff here, any duty owed by Defendants was fulfilled, at the very latest, at the time the valid rental transaction to Odell Morton was completed. As Defendants have pointed out time and time again, the evidence here shows that Odell presented a facially valid driver's license for the rental of the truck, completed and signed the rental contract, and drove the rental truck off the premises. (See Rahal Depo., at pp. 27, 43:2-9, 45:24-25, 46:3-6, 133:4-11; see also Defendants' Brief in Support of Summary

Judgment). Any actions or events that occurred after this valid rental transaction was complete are simply irrelevant and cannot create any issue of material fact as to Plaintiff's claims. Those allegations of post-rental conduct certainly cannot show that Plaintiff is entitled to summary judgment on his claims, as any duty owed to Plaintiff ended at the time of the rental transaction. Plaintiff's Motion for Summary Judgment should therefore be denied.

B. The Only Competent Evidence Offered on Plaintiff's Negligent Entrustment Claims Establishes That the Rental Transaction was Proper.

The only competent and relevant evidence offered in this case, the deposition testimony of Mr. Rahal and the rental documents produced by Defendants, establish that the rental transaction at issue was proper, and that Defendants cannot be liable to Plaintiff. Specifically, the record evidence demonstrates that Defendants actually rented the subject U-Haul truck to Odell Morton, who possessed a valid driver's license at the time of the rental and signed for the rental of the truck. (See Defendants' Brief in Support of Motion for Summary Judgment, filed contemporaneously). As Defendants have fully briefed this argument in their Memorandum of Law in Support of Defendants' Motion for Summary Judgment, Defendants incorporate that Memorandum by reference and direct the Court to the Memorandum for further citation and authority.

V. CONCLUSION

For the reasons stated above, Plaintiff cannot show that he is entitled to summary judgment as to his claims against Defendants. The Court should therefore deny Plaintiff's Motion for Summary Judgment.

Respectfully submitted,

GALLIVAN WHITE & BOYD, P.A.

By: _____

Gray T. Culbreath
James. E. Brogdon, III
1201 Main Street, Suite 1200
Post Office Box 7368(29202)
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(803) 779-1833
(803) 779-1767 (f)

Attorneys for Defendants

Columbia, South Carolina
October 8, 2015.

ROA
p.336

State of South Carolina) Court of Common Pleas
)
County of Sumter) No.: 2013-CP-43-1808

Charles Taylor,

Plaintiff,

vs.

(1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and (2) Roy Rahal,

Defendants.

Deposition of ROY RAHAL

June 2, 2015

Videotape deposition on oral examination of ROY RAHAL, reported by Brad H. Thomas, Certified Realtime Reporter and Notary Public in and for the State of South Carolina; said deposition taken pursuant to agreement and in accordance with the South Carolina Rules of Civil Procedure, at the Offices of Old Sumter County Courthouse, 141 North Main Street, Sumter, South Carolina, on June 2, 2015, at the hour of 9:56 a.m.

have a valid Maryland driver's license on 6-1-13?

MR. CULBREATH: Object to the form again. Please answer.

THE WITNESS: He does have a driver's license.

BY MR. TAYLOR:

Q. Okay. So your answer is no?

A. Yes, he does have a driver's license.

Q. Okay.

A. Odell has a driver's license.

Q. Okay. Did you know Odell Morton was a South Carolina resident on 334 Myrtle Beach Highway for years before 6-1-13? I'm speaking about Odell Morton now. I'm asking you did you know that he was a resident at 334 Myrtle Beach Highway years before that date? Do you know that? You can --

A. No, I don't know.

Q. Okay. Good enough. I want to show you Item No. 2 highlight. First I'll hand the attorney a copy and I will -- I will wait and then I will hand it to the court reporter when he -- when he gives it to you then I'll ask my question. Okay, sir. I need a break, but let me just get through this -- see can I get through this and then --

(Exhibit No. 2 was marked for

about?

Q. Whose signature name is on the document? Who --

A. Odell.

Q. Pardon me?

A. Odell Morton.

Q. Okay. So Odell Morton's signature is on the line?

A. Uh-huh.

Q. And Reginald Morton's name is under the line?

A. Okay. Where this --

Q. I'm just asking you what's there.

A. Okay.

Q. That is correct?

A. Yes.

Q. Yes. Okay. Odell Morton's signature is on the line?

A. Uh-huh.

Q. Uh-huh? Yes?

A. Yes.

Q. Reginald Morton's name is printed under the line; is that correct? Yes?

A. Right. That's -- that's who rented the truck.

is going to be responsible on the vehicle, but who is paying for it --

Q. Could I proceed?

A. -- is Mr. Reginald. Yes. Go ahead.

Q. Could I proceed now?

A. Yes, sir.

Q. Okay. By the way, is that your signature below right as the agent?

A. Yes, sir.

Q. And your hand -- I meant and your U-Haul agent's number is 33654; is that right?

A. Correct.

Q. Is that your store top right on the renting location?

A. Yes.

Q. And is that -- and is the very top line showing the contract date, et cetera? The very top line on the --

A. Yes.

Q. -- page? Okay. So the answer -- the question -- the answer was yes to that question?

A. Yes.

Q. Whose name is on the signature line on the R&D tag, Document No. 7?

A. Mr. Odell, the driver.

Q. Odell Morton did you say?

A. Yes, sir.

Q. All right. Whose name is on the signature line on the U-Haul equipment responsibility requirement, Document No. 8?

A. Mr. Odell Morton, the driver.

Q. I just asked whose name was on it. I didn't ask anything else, but --

A. Okay.

Q. Let me put these in order here. No. 6, 7, and 8. I want you to look at Item No. 9.

MR. TAYLOR: Item No. 9. It happens to be two pages to it.

(Exhibit No. 9 was marked for identification.)

BY MR. TAYLOR:

Q. And then I'll ask my questions after you look at it.

MR. CULBREATH: Oh, okay. The exhibit is there.

BY MR. TAYLOR:

Q. Just look at Item No. 9, Page 1, highlight. That's the first page. Item No. 9, Page 1, highlight, look at that. Just the highlight is what we're interested in. Just the highlight is

procedures for dealers allow you to rent to people with no driver's license?

A. Say that again.

Q. Does U-Haul policies and procedures allow you to rent trucks to somebody with no license? You just told me that --

A. No.

Q. Will U-Haul --

A. They won't -- they -- you know, if -- if somebody doesn't have a driver's license, I can't rent the truck to them.

Q. Okay. Okay. That's the answer. Okay. All right. I'll move on. Now, have U-Haul taken any action against you for renting their U-Haul truck on 6-1-13? I believe you said earlier no.

A. No. No, they --

Q. Okay.

A. -- did not.

Q. That's good. I'll move on to the next one. My next question is so in effect U-Haul didn't care or condone it as long as they got some of the truck rental money; is that right?

MR. CULBREATH: Object to the form of the question.

MR. TAYLOR: All right. Can he

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER	)	FOR THE THIRD JUDICIAL CIRCUIT
Charles Taylor,	)	Civil Action No.: 2013-cp-43-01808
Plaintiff,	)	
vs.	)	**DEFENDANT STOP 'N' SAVE, INC. D/B/A EL CHEAPO PLUS #7'S AND ROY RAHAL'S MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**
Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal,	)	
Defendants.	)	

The Defendants, Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo") and Roy Rahal ("Mr. Rahal") (collectively "Defendants"), by and through their undersigned attorneys, have moved for entry of an Order granting their Motion for Summary Judgment on the grounds that there is no genuine issue of material fact as to the claims contained in Plaintiff's Complaint and Amended Complaint, and Defendants are entitled to summary judgment as a matter of law against Plaintiff Charles Taylor. Defendants submit this Memorandum of Law in Support of their Motion.

I. INTRODUCTION.

In the above-referenced action, Plaintiff Charles Taylor ("Plaintiff") has attempted to plead causes of action for negligence against Defendants El Cheapo and Mr. Rahal for damages arising out of an alleged incident with a U-Haul rental truck. Plaintiff's negligence claims, however, are barred by the Federal Transportation Equity Act (also known as the "Graves Amendment"), as they are actually based upon the alleged negligent acts of former defendants Reginald Morton and Dana Goins, and not the actions of El Cheapo and Mr. Rahal. Plaintiff's allegations related to El Cheapo and Mr. Rahal are vague and conclusory allegations of vicarious

liability, which are expressly preempted by the Graves Amendment. Because neither El Cheapo nor Mr. Rahal can be held vicariously liable to Plaintiff based on the rental of the subject U-Haul rental truck, Defendants are entitled to summary judgment for the claims asserted against them by Plaintiff.

Even should Plaintiff's negligence claim survive Graves, this claim still must fail as a matter of law, as Plaintiff has failed to submit any evidence to support the elements of this cause of action. Further, to the extent that Plaintiff's claim for gross negligence is a claim for negligent entrustment, that claim too must fail on summary judgment. There is no genuine issue of material fact showing that Defendants acted negligently in renting the truck that is the subject of this litigation. In fact, the record evidence shows that the subject truck was rented to Odell Morton, Reginald Morton's father, who signed the Rental Agreement and presented a facially valid Maryland driver's license at the time of the rental transaction. Reginald Morton's only involvement in the rental of the truck was providing payment for the truck, after Odell presented his valid driver's license to secure the rental. Plaintiff has failed to contradict that evidence with any evidence of his own, and his negligence claim therefore cannot survive summary judgment.

Finally, Defendants are also entitled to summary judgment as to Plaintiff's claim for intentional infliction of emotional distress ("IIED"). First, Plaintiff has failed to introduce evidence showing outrageous, extreme, or severe conduct on the part of Defendants to support this claim for IIED. Second, because Plaintiff has plead for litigation-related injuries and damages and these types of damages are not recoverable for an IIED claim, this claim must fail on summary judgment. Third, Plaintiff cannot base his claim for IIED on claims for property damage alone, but must have evidence of physical bodily injury, to support such a claim. As he has no such evidence here, this claim must fail. Fourth and finally, Plaintiff has failed to meet

ROA
p.344

the heightened burden of proof required to prove IIED damages, and thus his claim fails as a matter of law. For all these reasons, the Court should grant Defendants' motion for summary judgment and dismiss all of Plaintiff's claims in Plaintiff's Complaint and Amended Complaint.

II. FACTUAL BACKGROUND.

On October 9, 2013, Plaintiff filed a Complaint against Defendants and certain other parties, alleging damages to real property and "wrongful refusal to pay compensation."[1] [*See* Original Complaint, dated Oct. 9, 2013]. On December 4, 2013, Plaintiff filed an Amended Complaint, naming El Cheapo as the previously-unnamed "U-Haul Local Dealer" and adding allegations relating to El Cheapo. [*See* Amendment to Complaint]. On March 20, 2014, Plaintiff filed a "Notice Joining Roy Rahal," in attempt to add Mr. Rahal, the former manager of El Cheapo, as a defendant in this lawsuit. [*See* Notice Joining Roy Rahal].

On June 9, 2014, Plaintiff filed an Amended Complaint against El Cheapo and Mr. Rahal, alleging causes of action for gross negligence and intentional infliction of emotional distress and claiming various personal injuries associated with Defendants' failure to compensate Plaintiff for the property damage allegedly caused by the driver of the subject rental truck. [*See* Amended Complaint, dated June 9, 2014]. Mr. Rahal was the manager of El Cheapo at the time of the rental and was the employee at El Cheapo who completed this rental transaction. [*See* the Deposition of R. Rahal, dated June 2, 2015 (hereinafter "Rahal Depo."), attached hereto as **Exhibit A**]. Plaintiff bases both of the claims in his Amended Complaint on allegations that El Cheapo and Rahal rented a U-Haul truck to Reginald Morton, despite that Reginald Morton did not possess a valid driver's license at the time of the subject rental. [*See* Amended Complaint, at

[1] The original complaint named several defendants that have since been dismissed from the litigation, including U-Haul Corporation, U-Haul Co. of South Carolina, Inc., Reginald Morton, and Dana Goins. [*See* Original Complaint, dated Oct. 9. 2013].

¶¶ 8, 9]. Plaintiff further alleges that neither Reginald Morton, Dana Goins, nor Morton's father, Odell Morton, possessed a driver's license at the time of the rental. [*See id.*, at ¶ 9].

The record evidence, however, establishes that it was Odell Morton, Reginald Morton's father, who rented the subject U-Haul truck from El Cheapo. [*See* the rental agreement (hereinafter "Rental Agreement") and official records of the Maryland Department of Motor Vehicles (hereinafter "Maryland DMV"), attached hereto as **Exhibit B**; *see also* Rahal Depo., at Ex. A; the Deposition of Reginald Morton, dated April 24, 2015 (hereinafter "Morton Depo."), attached hereto at **Exhibit C**]. Further, the record evidence demonstrates that Odell Morton possessed a valid Maryland driver's license at the time of the rental. [*See id.*]. There is no evidence creating any genuine issue of disputed fact that Defendants' actions in renting the subject U-Haul truck to Odell Morton were in any way negligent or wrongful.

III. STANDARD OF REVIEW.

Summary judgment is appropriate where "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." *See Koester v. Carolina Rental Ctr., Inc.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994). However, "[i]t is not sufficient [to defeat a motion for summary judgment] that one create an inference which is not reasonable or an issue of fact that is not genuine." *See Shuler v Tuomey Reg'l Med. Ctr.*, 313 S C 225, 227437 S E 2d 128, 129 (Ct. App. 1993). "In order to resist a motion for summary judgment, the non-moving party must

come forward with specific facts showing genuine issues necessitating trial." *See NationsBank v. Scott Farm*, 320 S.C. 299, 303, 565 S.E.2d 98, 100 (Ct. App. 1995).

IV. ARGUMENT AND CITATION TO AUTHORITY.

A. Defendants are Entitled to Summary Judgment on Plaintiff's Claims for Vicarious Liability Pursuant to the Graves Amendment.

Plaintiff's claims against Defendants El Cheapo and Mr. Rahal fail as a matter of law because the claims are essentially claims of vicarious liability based upon the rental of the subject rental truck that are barred by federal legislation known as the Graves Amendment. On August 10, 2005, the Federal Public Transportation Act of 2005 was enacted. Included in this bill was 49 U.S.C. § 30106, otherwise known as the Graves Amendment, which provides in relevant part:

> (a) In General – An owner of a motor vehicle that rents or leases the vehicle to a person (or an affiliate of the owner) shall not be liable under the law of any State or political subdivision thereof, by reason of being the owner of the vehicle (or an affiliate of the owner), for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease, if--
>
> (1) the owner (or an affiliate of the owner) is engaged in the trade or business of renting or leasing motor vehicles; and
>
> (2) there is no negligence or criminal wrongdoing on the part of the owner (or an affiliate of the owner). . . .
>
> (c) Applicability and Effective Date – Notwithstanding any other provision of law, this section shall apply with respect to any action commenced on or after the date of enactment of this section without regard to whether the harm that is the subject of the action, or the conduct that caused the harm, occurred before such date of enactment.

Congress enacted the Graves Amendment for the explicit purpose of abolishing vicarious liability for those engaged in the business of renting and leasing motor vehicles based on mere ownership or leasing of a vehicle. The Congressional mandate of 49 U.S.C. § 30106 is clear and

unambiguous. The affiliate of the owner of a leased vehicle "shall not be liable under the law of any state . . . by reason of being the owner of the vehicle for harm to persons or property that arises out of the use, operation or possession of the vehicle during the period of the rental or the lease..." 49 U.S.C. § 30106(c). By its express terms, 49 U.S.C. § 30106 "shall apply with respect to any action commenced on or after the date of enactment of this section without regard to whether the harm that is the subject of the action, or the conduct that caused the harm, occurred before such date of enactment." 49 U.S.C. § 30106(c).

State courts across the country have affirmed that the Graves Amendment abolishes vicarious liability for vehicle rental companies. *See Vargas v. Enter. Leasing Co.*, 60 So. 3d 1037, 1041 (Fla. 2011) *cert. denied*, 132 S. Ct. 769, 181 L. Ed. 2d 486 (U.S. 2011) ("[W]e conclude that the present case falls into the third category [where a state law conflicts with a federal law] and agree with the district court that section 324.021(9)(b) 2, Florida Statutes (2007) conflicts with and thus is preempted by the Graves Amendment"); *Lazaridis v. Progressive N. Ins. Co.*, FSTCV116011100S, 2012 WL 5936218 (Conn. Super. Ct. Nov. 7, 2012) (holding that Graves Amendment precluded Hertz Corporation from being vicariously liable for the alleged negligence of driver); *Fuller v. Enter. Rent-a-Car Co. of Kentucky, LLC*, 2011-CA-001301-MR, 2012 WL 4839550 (Ky. Ct. App. Oct. 12, 2012), review denied (Aug. 21, 2013) (acknowledging that "Congress in 2005 enacted a law (the Graves Amendment) which exempts car rental companies from tort liability"); *Esposito v. Kiessling Transit, Inc.*, 060883A, 2007 WL 3014703 (Mass. Super. Sept. 6, 2007) ("The clear language of this Federal statute indicates that, when applicable, it expressly preempts State law that imposes liability on owners of motor vehicles engaged in business of leasing or renting such vehicles simply due to ownership."); *Meyer v. Nwokedi*, 777 N.W.2d 218, 223 (Minn. 2010) ("It is undisputed that Meyer's vicarious liability

claim fits within the scope of the express preemption clause of the Graves Amendment. Specifically, Enterprise is engaged in the business of renting motor vehicles, and did not engage in negligence or criminal wrongdoing"). Although South Carolina courts have yet to address the Graves Amendment, it is likely that, when confronted with this issue, South Carolina will follow suit and hold that the Graves Amendment preempts vicarious liability claims based on mere ownership or leasing of a vehicle.

Pursuant to the case law cited above and 49 U.S.C. § 30106, Plaintiff's claims against El Cheapo and Mr. Rahal should be dismissed because Plaintiff has alleged claims that are barred by federal law. Plaintiff's claims are, at their core, claims of vicarious liability founded upon the alleged negligence of former defendants Reginald Morton and Dana Goins. El Cheapo was merely the renter of the subject U-Haul rental truck, and Mr. Rahal was an employee of El Cheapo, working in the scope of his employment at the time that the rental transaction was completed. [*See* Rahal Depo., at Ex. A]. Notably, Plaintiff has not made any allegations in his Complaint asserting that El Cheapo or Mr. Rahal was negligent in the repair, maintenance, or inspection of the subject U-Haul rental truck or that the U-Haul rental truck was unfit for rental. Because claims for vicarious liability are now barred by the Graves Amendment, Plaintiff's claims against Defendant must fail.[2]

[2] Even if the Graves Amendment did not preclude any claim or liability against Defendants for the negligence of the driver of the truck in causing the property damage alleged by Plaintiff, Plaintiff's claims amount to nothing more than bald allegations, unsupported by any evidence or facts. Reginald Morton testified at his sworn deposition that (1) the subject truck was rented by his father, Odell Morton (who had a valid driver's license at the time of rental), (2) the truck was driven only by Odell Morton, and (3) the truck never even hit Plaintiff's house. [*See* Morton Depo., attached at Ex. C].

B. Defendants are Entitled to Summary Judgment as to Plaintiff's Gross Negligence Claim.

Defendants are entitled to summary judgment as to Plaintiff's gross negligence claim found in his Amended Complaint, as Plaintiff has failed to set forth any evidence to support the elements of this cause of action. "To establish a negligence cause of action under South Carolina law, the plaintiff must prove the following three elements: (1) a duty of care owed by defendant to plaintiff; (2) breach of that duty by a negligent act or omission; and (3) damage proximately resulting from the breach of duty." *J.T. Baggerly v. CSX Transp., Inc.*, 370 S.C. 362, 368-69, 635 S.E.2d 97, 101 (2006) (citations omitted). Gross negligence has been defined as "the failure to exercise a slight degree of care" and "when a person is so indifferent to the consequences of his conduct as not to give slight care as to what he is doing." *Clark v. South Carolina Dept. of Public Safety*, 362 S.C. 377, 382, 608 S.E.2d 573, 576 (2005) (citations omitted).

1. *Plaintiff's gross negligence claim fails because Plaintiff has failed to produce any evidence that Defendants owed Plaintiff a duty.*

Defendants are entitled to summary judgment as to Plaintiff's gross negligence claim, as Plaintiff has failed to produce any evidence that Defendants owed a duty to Plaintiff. "In a negligence action, the court must determine, as a matter of law, whether the defendant owed a duty of care to the plaintiff." *Huggins v. Citibank, N.A.*, 355 S.C. 329, 332 585 S.E.2d 275, 277 (2003) (citing *Faile v. South Carolina Dept. of Juvenile Justice*, 350 S.C. 315, 566 S.E.2d 536 (2002)). "If there is no duty, the defendant is entitled to judgment as a matter of law." *Id.* (citing *Simmons v. Tuomey Regional Med. Ctr.*, 341 S.C. 32, 533 S.E.2d 312 (2000)).

South Carolina courts hold that there are four factors to consider in determine whether a "legal duty" exists: (1) applicable statutory duties; (2) deviation from industry standards; (3) serious risks of physical harm; and (4) whether a special relationship, imposing duties

ROA
p.350

independent of contract, exists between the alleged tortfeasor and the injured party. *See Kennedy v. Columbia Lumber and Mfg. Co., Inc.*, 299 S.C. 335, 346, 384 S.E.2d 730, 737-38 (1989); *Tommy L. Griffin Plumbing & Heating Co. v. Jordan, Jones & Goudling, Inc.*, 320 S.C. 49, 463 S.E.2d 85 (1995). With regards to the fourth factor, "[w]here this relationship is 'too attenuated,' a duty will not arise." *Ravan v. Greenville County*, 315 S.C. 447, 434 S.E.2d 296 (1993) (quoting *South Carolina State Ports Authority v. Booz–Allen & Hamilton, Inc.*, 289 S.C. 373, 376, 346 S.E.2d 324, 325–26 (1986)).

Plaintiff's entire case has been and continues to be based upon his bald assertions, unsupported by any evidence, that Defendants rented a U-Haul truck to Reginald Morton, an individual without a driver's license. [*See* Amended Complaint, at ¶¶ 10-11]. However, the Amended Complaint does not allege and Plaintiff has not proven that any of the grounds for finding that a "legal duty" exists here and has failed to prove any special relationship, either through contract, statute or otherwise, that would give rise to a duty owed to Plaintiff under these circumstances. *See Kennedy*, 299 S.C. at 346, 384 S.E.2d at 737-38; *Tommy L. Griffin Plumbing & Heating Co.*, 320 S.C. 49, 463 S.E.2d 85. Even assuming arguendo that Plaintiff can prove that Defendants rented a U-Haul truck to an unlicensed driver, he has failed to introduce any evidence that shows how Defendants' alleged actions violated any duty owed to Plaintiff. Without any evidence supporting the existence of a duty, no genuine issue of material fact exists as to Plaintiff's gross negligence claim, thus entitling Defendants to summary judgment.

2. *Even should the Court find that a duty existed, Plaintiff's gross negligence claim should be dismissed because Plaintiff failed to produce any evidence that Defendants breached any duty owed to Plaintiff.*

To date, Plaintiff has produced no evidence that Defendants rented a U-Haul truck to an individual without a driver's license. In fact, the Rental Agreement and the records of the Maryland DMV, along with deposition testimony of Mr. Rahal and Reginald Morton, prove just the opposite.

The Rental Agreement and Mr. Rahal's testimony concretely prove that Defendants rented the subject U-Haul truck to Odell Morton, who possessed a facially valid Maryland driver's license at the time of the rental on June 3, 2013. [*See* Rental Agreement, at Ex. B; Rahal Depo., at Ex. A]. Moreover, Mr. Rahal's testimony is corroborated by the sworn testimony given by Reginald Morton, in which Reginald confirms that it was Odell Morton, his father, that rented the subject truck by presenting his valid Maryland driver's license [*See* Ex. C]. Plaintiff repeatedly points to the fact that the Rental Agreement lists Reginald Morton as a party to the Rental Agreement. However, as the Rental Agreement shows and as Mr. Rahal and Reginald Morton have confirmed in their depositions, Odell Morton signed the Rental Agreement and presented a facially valid Maryland driver's license to Mr. Rahal at the time of the rental, and Reginald Morton paid for the rental. [*See* Rahal Depo., at Ex. A; Rental Agreement, at Ex. B; Morton Depo., at Ex. C]. There is no evidence that the procedure followed by Defendants violated any law, and more importantly, no evidence that Defendants breached any duty owed to Plaintiff, to the extent he proves one existed. Without any evidence to legitimately call into question the Rental Agreement or the deposition testimony provided by Mr. Rahal and Reginald Morton, there is no genuine issue of material fact as to whether Defendants

breached a duty owed to Plaintiff, thus entitling Defendants to summary judgment as to Plaintiff's gross negligence claim.

3. *Defendants are entitled to summary judgment as to Plaintiff's gross negligence claim even if it is determined to be a negligent entrustment claim.*

To the extent the Court determines Plaintiff's claim for "gross negligence" is nothing more than a flawed attempt to bring a negligent entrustment claim against Defendants, it should be dismissed on summary judgment, as there is no genuine issue of any material fact to be decided by this Court. In order to prove a negligent entrustment claim in South Carolina, a party must prove: "(1) knowledge of or knowledge imputable to the owner that the driver was either addicted to intoxicants or had the habit of drinking, (2) that the owner knew or had imputable knowledge that the driver was likely to drive while intoxicated and (3) under these circumstances, the entrustment of a vehicle by the owner to such a driver." *Jones ex rel. Jones v. Enterprise Leasing Company-Southeast*, 383 S.C. 259, 264, 678 S.E.2d 819, 822 (Ct. App. 2009) (citing *McAllister v. Graham*, 287 S.C. 455, 458, 339 S.E.2d 154, 156 (Ct. App. 1986)).

Here, Plaintiff has submitted no evidence to support any of the essential elements of his "gross negligence" claim. Specifically, Plaintiff has produced no evidence regarding the actual ownership of the vehicle, no evidence tending to indicate that Defendants possessed knowledge that the driver of the vehicle was addicted to intoxicants or had a habit of drinking, and no evidence that the Defendants knew or should have known that the driver was likely to drive while intoxicated. In fact, Plaintiff has failed to submit any evidence to show that Reginald Morton was even the lessee of the subject U-Haul truck.

Instead, the record evidence demonstrates that El Cheapo actually rented the subject U-Haul truck to Odell Morton, not Reginald Morton or Dana Goins. [*See* Rahal Depo., at Ex. A;

Rental Agreement and Maryland DMV Records, at Ex. B; Morton Depo., at Ex. C]. The evidence also shows that Odell Morton possessed a valid driver's license at the time of the rental. [*See id.*] Based upon this record evidence and the fact that Plaintiff has produced no evidence of his own to create a disputed material fact, Defendants should be awarded summary judgment in their favor on the claims in Plaintiff's Amended Complaint.

C. Defendants Are Entitled to Summary Judgment As to Plaintiff's Intentional Infliction of Emotional Distress Claim.

Plaintiff purports to allege a claim for intentional infliction of emotional distress ("IIED") against Defendants El Cheapo and Mr. Rahal. Although it is anything but clear from Plaintiff's pleadings and filings, it appears Plaintiff bases his IIED claim on his unsupported allegations that (1) Mr. Rahal, an employee of El Cheapo, rented a U-Haul truck to Reginald Morton, an unlicensed driver who then backed the truck into Plaintiff's rental home causing property damage; and (2) Defendants intentionally refused to accept Plaintiff's unreasonable settlement offers after suit was filed. For the reasons discussed below, Plaintiff has failed to provide any evidence that supports his IIED claim and thus Defendants are entitled to summary judgment as a matter of law.

In order to recover for IIED under South Carolina law, a Plaintiff must establish that:

(1) the defendant intentionally or recklessly inflicted emotional distress, or was certain, or substantially certain, that such distress would result from his conduct;

(2) the conduct was so "extreme and outrageous" so as to exceed "all possible bounds of decency" and must be regarded as "atrocious, and utterly intolerable in a civilized community;"

(3) the actions of the defendant caused plaintiff's emotional distress; and

(4) the emotional distress suffered by the plaintiff was "severe" such that "no reasonable man could be expected to endure it."

Hansson v. Scalise Builders of South Carolina, 374 S.C. 352, 650 S.E.2d 68 (2007) (quoting *Ford v. Hutson*, 276 S.C. 157, 162, 276 S.E.2d 776, 778 (1981) (citations omitted). In order to survive a motion for summary judgment, a plaintiff must establish a prima facie case as to each element of a cause of action for IIED. *Hansson*, 374 S.C. at 358, 650 S.E.2d at 71. Importantly, the *Ford* court emphasized the heightened burden of proof included in the second and fourth elements of the tort. *Ford*, 276 S.C. at 166, 276 S.E.2d at 780 (citations omitted). "It is for the court to determine in the first instance whether the defendant's conduct may reasonably be regarded as so extreme and outrageous as to permit recovery, and only where reasonable persons may differ is the question one for the jury." *Todd v. S.C. Farm Bur. Mut. Ins. Co.*, 283 S.C. 155, 321 S.E.2d 602 (Ct. App. 1984).

As to the resulting emotional distress, "a party cannot establish a prima facie claim for damages resulting from a defendant's tortious conduct with mere bald assertions." *Hansson*, 374 S.C. at 358, 650 S.E.2d at 72. "To permit a plaintiff to legitimately state a cause of action by simply alleging 'I suffered emotional distress' would be irreconcilable with [the] Court's development of the law in this area." *Id.* In addition, the *Ford* court noted, "where physical harm is lacking, the courts should look initially for more in the way of extreme outrage as an assurance that the mental disturbance claim is not fictitious." *Ford*, 276 S.C. at 166, 276 S.E.2d at 780 (citations omitted).

1. *Plaintiff failed to introduce evidence supporting outrageous, extreme or severe conduct on the part of Defendants.*

Even assuming Plaintiff is able to prove his allegations that Defendants rented a U-Haul truck to an individual without a license, that benign act does not come close to rising to the level of outrageous, extreme or severe conduct that is necessary to support an IIED claim. This shortcoming is only made clearer when compared with other South Carolina cases where, despite

more egregious conduct, the courts refused to find that the conduct at issue gave rise to an IIED cause of action. *See, e.g., Todd v. S.C. Farm Bur. Mut. Ins. Co.*, 283 S.C. 155, 321 S.E.2d 602 (Ct. App. 1984); *State v. Horton*, 271 S.C. 413, 248 S.E.2d 263 (1978).

In *Todd*, the Court of Appeals reversed a jury verdict in favor of the plaintiff on his outrage claim against defendants, despite evidence that could have been interpreted to show the defendants violated the State's Polygraph Examiner's Act by requiring the plaintiff to submit to numerous polygraph tests in the course of his employment as an insurance agent. *Todd*, 283 S.C. at 173, 321 S.E.2d at 612 (Ct. App. 1984). The plaintiff also presented evidence that the court conceded could have led to the inference that one defendant lied about the plaintiff's performance on the polygraph examinations. *Id.* The court held that violation of a statute does not import moral turpitude or outrageousness so to give rise to an outrage or IIED cause of action. *Id.* The court also held that lying, in and of itself, is not outrageous conduct. *Id.* (citing *Jones v. Nissenbaum, Rudolph & Seidner*, 244 Pa.Super. 377, 368 A.2d 770 (1976); *Public Finance Corp. v. Davis*, 66 Ill.2d 85, 4 Ill.Dec. 652, 360 N.E.2d 765 (1976)).

In the present case, Plaintiff attempts to base his IIED claim on Defendants' conduct that pales in comparison to the conduct examined and found insufficient by the Court in *Todd*. Plaintiff alleges Defendants improperly rented a U-Haul truck to an individual they knew did not possess a valid driver's license. There is no evidence, however, that Defendants rented the subject truck with the intent to cause harm to Plaintiff. Viewing the evidence in the light most favorable to Plaintiff and even assuming the Court determines evidence exists to support Plaintiff's allegations, the conduct as alleged is not outrageous, extreme or severe and does not give rise to an IIED claim. To hold otherwise would open the floodgates to countless IIED claims and ignores the heightened standard of proof established by the South Carolina Supreme

Court in *Ford.* Defendants respectfully request that the Court grants its motion for summary judgment as to Plaintiff's IIED claim because Defendants' conduct is not outrageous, extreme or severe as a matter of law.

2. *Litigation related injuries and damages are not recoverable and do not give rise to an IIED cause of action.*

Because litigation-related injuries and damages are not recoverable and do not give rise to an IIED cause of action, Plaintiff's claim for IIED must fail as a matter of law.

In his Amended Complaint, Plaintiff alleges:

> (30). That Defendant El Cheapo & Rahal & Morton, knowingly – intended the emotional distress on disabled plaintiff to be as severe as possible & for as long as possible; as is self evident by their forcing tortuous and continuing litigation upon disabled plaintiff before receiving said damages compensation from them; which litigation –***every page together***—to be exh. at trial, to prove it;
>
> (31). That every hour of such refusal, to compensate disabled plaintiff for his house damages caused by these Defendants' actions, is an hour more of their intentional and severe emotional and physical distress upon the disabled plaintiff---(see: again paragraph #28 above on page 5);

[*See* Amended Complaint, at ¶¶ 30-31]. It is without question that litigation-related injuries and damages do not give rise to a separate cause of action for IIED and are not recoverable under South Carolina law. As stated in *Charles v. Bilson*, "[t]hese types of damages are not normally compensable. It has always been understood in our system that attorney's fees and the mental stress of litigation are burdens which the parties must ordinarily bear themselves." *Bilson*, 186 Cal.App.3d 954, 231 Cal.Rptr. 155 (Ct. App. 1986). Even ignoring the great doubt surrounding the veracity of Plaintiff's alleged "emotional distress," Plaintiff chose to file this frivolous lawsuit against Defendants and cannot receive compensation for the alleged distress that

accompanies litigation. For these reasons, Defendants are entitled to summary judgment as to Plaintiff's IIED claim.

3. *Property damage claims are insufficient to support a cause of action for IIED.*

Because damages to property are not sufficient damages to support a claim for IIED, Plaintiff's cause of action fails as a matter of law. The courts of South Carolina and courts across the country hold that property damages are not sufficient to state a cause of action for IIED, and as such, Plaintiff's claim should be dismissed on summary judgment.

As set forth by the South Carolina Supreme Court, in order to prove recovery on an IIED cause of action, a plaintiff must establish that the "actions of the defendant caused plaintiff's emotional distress." *Hansson*, 374 S.C. 352, 650 S.E.2d 68. Further, the South Carolina Supreme Court has held that "damages cannot be recovered for mental suffering in the absence of bodily injury." *See Padgett v. Colonial Wholesale Distrib. Co.*, 232 S.C. 593, 604, 103 S.E.2d 265, 270 (1958) ("It is conceded by the respondent that under the law of this State damages cannot be recovered for mental suffering in the absence of bodily injury."); *Norris v. S. Ry., Carolina Div.*, 84 S.C. 15, 65 S.E. 956 (1909) ("There can be no recovery for mental suffering in the absence of bodily injury without statutory authority."); *see also Doe v. Greenville Cnty. Sch. Dist.*, 375 S.C. 63, 68, 651 S.E.2d 305, 307 (2007) (holding that, for an NIED claim, "the plaintiff's emotional distress manifests itself by physical symptoms capable of objective diagnosis and be established by expert testimony.").

In a similar line of authority, courts from other jurisdictions specifically hold that a plaintiff cannot recover for emotional distress, such as on an IIED claim, based upon allegations of loss to personal property. *See Price v. High Pointe Oil Co., Inc.*, 493 Mich. 238, 240 (2013) (holding that plaintiff could not recover on her negligent infliction of emotional distress claim

based upon the negligent destruction of real property); *City of Tyler v. Likes*, 962 S.W.2d 489, 497 (Tex. 1997) ("we affirm today that damages measured by diminution in value are an adequate and appropriate remedy for negligent harm to real or personal property, and that mental anguish based solely on negligent property damage is not compensable as a matter of law."); *Blagrove v. JB Mech., Inc.*, 934 P.2d 1273, 1276 (Wyo. 1997) (holding that "emotional distress damages in connection with property damages are not compensable" in the context of a lawsuit to recover emotional damages caused by destruction of personal property in plaintiff's new home caused by failed plumbing).

The Michigan Supreme Court's opinion in *Price* is particularly instructive on this issue. *Price*, 493 Mich. at 240. In *Price*, the defendant oil company pumped fuel oil into plaintiff's basement through an old pipe, destroying plaintiff's belongings and house. *Id.* at 241. Although Plaintiff was reimbursed for the property damage, she filed suit on several counts, including a claim of NIED. *Id.* The Michigan Supreme court dismissed the suit, reasoning: "the long-held common-law rule in Michigan is that the measure of damages for the negligent destruction of property is the cost of replacement or repair. Because replacement and repair costs reflect ***economic*** damages, the logical implication of this rule is that the measure of damages excludes ***noneconomic*** damages and the latter are not recoverable for the negligent destruction of property." *Id.* at 247-248.

At its heart, this case is one for property damage and property damage alone. While Plaintiff makes baseless and unsupported allegations that Defendants' actions caused him various physical harms, such as cancer and heart problems, Plaintiff has no evidence, in the form of expert testimony or otherwise, of any physical, bodily damages proximately caused by Defendants' conduct. In fact, Plaintiff's allegations regarding his physical injuries, supposedly

caused by Defendants' actions, are wholly unsubstantiated by any evidence to support those allegations, and as such, cannot support his claim for IIED. Outside of these unsupported claims of physical injury, the only remaining damages claimed by Plaintiff are property damages, which are not sufficient to support a claim for IIED. As such, that IIED claim must therefore fail as a matter of law.

4. *Plaintiff failed to meet the heightened burden of proof required to prove IIED damages and thus his claim fails as a matter of law.*

Assuming arguendo Plaintiff attempts to argue his emotional distress and injuries are the result of Defendants' conduct in renting the U-Haul truck and not in refusing his absurd settlement offers, he has failed to introduce any evidence to support his damages claim. In his countless filings and letters to counsel, Plaintiff repeatedly states that because of the emotional distress caused by Defendants, before and after the lawsuit was initiated, Plaintiff now suffers from cancer and heart problems. Unfortunately for Plaintiff, he has no expert medical testimony or evidence which causally relates his claims illnesses to this incident, and this is fatal to his IIED claim. *See Doe v. Greenville Cnty. Sch. Dist.*, 375 S.C. at 68, 651 S.E.2d at 307 (holding that, in order to prove a NIED claim, a plaintiff must present expert testimony showing "physical symptoms capable of objective diagnosis").

Plaintiff's personal injury claims are nothing more than bald assertions without any evidentiary support. A determination or opinion as to cause of the injuries Plaintiff complains of can only be reached by someone with the requisite level of knowledge, skill, expertise and training – none of which the Plaintiff possesses nor has he introduced someone who does. As a result, Defendants respectfully request that the Court grant their motion for summary judgment as to Plaintiff's IIED claim because Plaintiff has failed to support his damages claim with anything more than bald assertions, thus entitling Defendants to judgment as a matter of law.

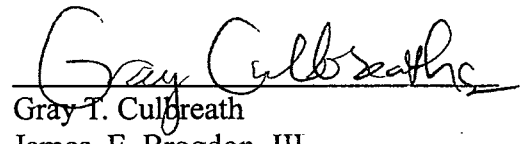
ROA
p.360

V. CONCLUSION.

For the reasons stated above, Defendants El Cheapo and Mr. Rahal are entitled to summary judgment as to all of the claims asserted against them by Plaintiff in the Complaint and Amended Complaint. Accordingly, Plaintiff's claims against El Cheapo and Mr. Rahal should be dismissed on summary judgment.

Respectfully submitted,

GALLIVAN WHITE & BOYD, P.A.

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Columbia, South Carolina
October 9, 2015.

Page 1

State of South Carolina) Court of Common Pleas
)
County of Sumter) No.: 2013-CP-43-1808

Charles Taylor,

Plaintiff,

vs.

(1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and (2) Roy Rahal,

Defendants.

Deposition of ROY RAHAL

June 2, 2015

Videotape deposition on oral examination of ROY RAHAL, reported by Brad H. Thomas, Certified Realtime Reporter and Notary Public in and for the State of South Carolina, said deposition taken pursuant to agreement and in accordance with the South Carolina Rules of Civil Procedure, at the Offices of Old Sumter County Courthouse, 141 North Main Street, Sumter, South Carolina, on June 2, 2015, at the hour of 9:56 a.m.

Page 3

CONTENTS
Deposition of ROY RAHAL

	Page
Exhibit Index	3
Examination by Mr. Taylor	6
Certificate of Reporter	194

* * * * *

EXHIBIT INDEX

Exhibits:		Marked at Page
(Copy of exhibits attached to each copy of transcript.)		
1	U-Haul Agreement	9
2	Detail Customer Account Statement	27
3	Photocopy of Photographs	32
4	Affidavit of Rosa McBride	33
5	Response to Interrogatory	35
6	WebBEST Receipt	39
7	Copy of R&D Tag	41
8	Equipment Damage Responsibility	41
9	Response to Interrogatory	46
10	Equipment ID History	67
11	Letter Dated 6-27-13	70
12	Equipment ID History	76
13	Notice With Attachments	90
14	Photocopies of Photographs	91
15	Articles of Incorporation	97
16	Article Dated 3-9-05	98
17	Application for Admission	106
18	Application for Admission	108
19	Gallivan, White & Boyd Information	108
20	3rd Judicial Circuit Public Index	114
21	Plaintiff's Affidavit	127
	Envelope	144
		144
		144

Rahal's Full Deposition on p.721 To Avoid Duplication Here

Page 4

	[illegible]	146
	[illegible]	146
28	[illegible]	146
29	Mail Package	147
30	Document Dated 4-15-14	149
31	Medical Records	152
32	Medical Bills	154
33	Letter Dated 3-30-15	163
34	Photocopy of Certified Mail Return	164
35	Letter Dated 6-27-13	166
36	Photocopy of Business Cards	173
37	Photocopy of Check	177
38	Nuclear Stress Test Instructions	180
39	Statement of Medication	183

* * * * *

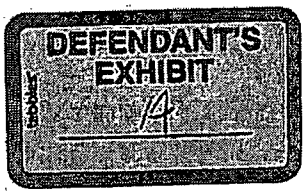
Appearances

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gculbreath@gwblawfirm.com

Also Present:

SEAN STROEHLE (Videographer)



1247170

6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062
Motor Vehicle Administration

AS MOTOR VEHICLE ADMINISTRATOR FOR THE STATE OF MARYLAND AND BY VIRTUE OF THE AUTHORITY VESTED IN ME UNDER THE TRANSPORTATION ARTICLE, MARYLAND VEHICLE LAW, I DO HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOLLOWING IS A TRUE COPY TAKEN FROM THE ORIGINAL NOW ON FILE AND PART OF THE RECORDS OF THIS ADMINISTRATION.

01247170

		HGT	WGT	RACE	SEX	BIRTH-DATE	PAGE
M 635-652-005-810		5-09	232	1	M	10-20-38	1
ODELL MORTON							
RES: 6805 TALL OAK DR						CERTIFIED	
TEMPLE HILLS	PG MD 20748-3913						

DRIVING PRIVILEGE STATUS: VALID

LIC-CLASS	GLS-TY	TY	D	DOC	ISSUE-DT	EXPIR-DT	ENDOR	RESTRICTION	SP-RESTR
CLASS C		R			10/22/09	10/20/14		B	

THE RECORD REFLECTS ENTRIES FOR THE PAST 36 MONTHS

V/ADM DT	CONV DT	SUMMARY	DESCRIPTION	PTS

RECORD END TOTAL CURRENT POINTS 00

DEFENDANT'S EXHIBIT
B

MARYLAND AND FEDERAL LAW PROHIBITS UNAUTHORIZED DISCLOSURE OF INFORMATION FROM MVA RECORDS. VIOLATION OF THESE PROVISIONS IS A MISDEMEANOR PUNISHABLE BY A FINE UP TO $1000 DOLLARS.

AS WITNESS, MY HAND AND THE SEAL OF THIS ADMINISTRATION THE DAY AND YEAR SET OPPOSITE.

AUG 06 2014

MVA 060 (2-14)

FAST FORMS Toll Free 1-888-513-6767

DRIVER RECORD ABBREVIATION CODES

A	License Class
A/A	Administrative Adjudication
A/C	Air Conditioning
ACC	Accident
ACCUM	Accumulate(d)
ABEY	Abeyance
ACT	Action/Acted
ADM	Administration/Administrative
AEP	Alcohol Education Program
AFF	Affirmed
AGREE	Agreement
ALCH	Alcohol
ALT	Altered
AOM	Age of Majority
APP	Application
APPR	Approved/Approval
A/R	Alcohol Related
ATT	Attend
AUM	Accident - Uninsured Motorist Case
B	License Class
BAC	Blood Alcohol Level
BLDG	Building
B/S	Blackout/Seizure
C	License Class
C	Corrected License
C/FS	Complaint/False Statement
CANC	Cancelled
CCU	Central Collections Unit
CDL	Commercial Driver's License
CDS	Controlled Dangerous Substance
CERT	Certificate
CHEM	Chemical
CIR	Circuit
CLF	Central License File
CLR	Clearance
CMV	Commercial Motor Vehicle
CO	Company
COMB	Combination
COMM	Committed
COMP	Complete(d)
CONC	Concurrent
CONF	Conference
CONS	Consecutive
CONT	Continued
CONTR	Control
CONV	Conviction
COR	Corrected
CR	Credit
CSE	Child Support Enforcement
CT	Court
D	License Class or Days (30D)
D-1	Duplicate License
DEC	Decision
DEF	Default
DEPT	Department
DEV	Device
DIP	Driver Improvement Program
DIS	Displaying
DIST	District
DIV	Division
DL	Driver License
DMV	Motor Vehicle Administration
DOC	Document
DR	Drive/Driving/Driver
D/R	Driver Records
DRC	Driver Rehabilitation Clinic
DT	Date
DTO	Dealer Tags Only
DUP	Duplicate
E	License Class
EC	Express Content
EDUC	Education
EFF	Effective
ELEC	Electric
EMP	Employee, Employment
ENT	Entry
EQUIP	Equipment
EX	Expired, Expiration
EXC	Exceeding
EXD	Excluded Driver Case
EXP	Explosives
FA	Fatal Accident
FAIL	Failing/Failure/Failed
FC	Full Credit
FI	Fictitious
FIN RESP	Financial Responsibility
FPF	Fail to pay fine
F/R	Financial Responsibility
FR#( )	Financial Responsibility Case (Acc. Date)
FRAUD	Fraudulent
FREQ	Frequency
FT	Feet/Failed Test
FTA	Failure to Appear
FTY	Failure to Yield
H	Hearing (Hearing Officer's Initials)
HEAR	Hearing
HFA	Hearing - Failed to Appear
HGT	Height
HME	Hazmat Endorsement
HW	Hearing Waived
HWY	Highway
IC	Implied Consent
ICD	Insurance Compliance Division
ID	Identification
IMP	Improper/Improvement
INC	Increase
IND	Indefinite
INF	Influence
INFO	Information
INJ	Injury/Injuring/Injurious
INS	Insurance
INSPECT	Inspection
INSTALL	Installment
INSTR	Instructions
INTER	Interest
INTERLOCK	Ignition Interlock Device
INTOX	Intoxicated/Intoxicating
INVEST	Investigation
ISS	Issued
IVP	Insurance Verification Program Case
J	MVA Judgement Case
JUDG	Judgement
K	Moped Permit
LET	Letter
LIC	License
LIQ	Liquor
LO	Violation of Local Ordinance
M	License Class or Months
MAB	Medical Advisory Board
MAG	Magistrate
MAIF	Maryland Automobile Insurance Fund
M/C	Motorcycle
MAX	Maximum
MD	Maryland
MFG	Manufacturer
MISREP	Misrepresentation
MO	Motorcycle/Motorscooter
MODI	Modified
MPH	Miles Per Hour
MSP	Maryland State Police
MTR	Motor
MUT	Mutilated
MV	Motor Vehicle
(MV)	Moving Violation
MVA	Motor Vehicle Administration
NC	Nolo Contendere
NEGL	Negligent
NRS	Non-Resident Student
OBT	Obtain
O/C	Out-of-Country
OP	Operating
OPR	Operator
ORG	Original
O/S	Out-of-State
PSYS	Point System
PAR	Parent
PASS	Passenger
PAY	Payment
P&J	Probation Before Judgement
PED	Pedestrian
PEND	Pending
PER	Permit
PERS	Person
PD	Property Damage
PI	Personal Injury
POS	Possession, Possess
PRIV	Privilege
PROB	Probated or Probation
PROH	Prohibited
PROP	Property
PT	Passed Test
PUR	Purpose
PWV	Probation Without (or before) Verdict
R	Refused or Renewal License
RA	Reinstatement Application
RE	Reissued
REC	Record
RECD	Received
RECIP	Reciprocity
REF	Refused or Refusal
RE-EXAM	Re-Examination
REG	Registration, Register, or Regulations
REIN	Reinstatement
REHEAR	Rehearing
REL	Relative, Related
REM	Remand, Remanded
REQ	Requirement, Require
RES	Resident
RESC	Rescinded
RESCH	Rescheduled
RESP	Responsibility
RESTR	Restricted or Restrictions
RET	Return
RETRO	Retroactive
REV	Revoked or Revocation
RI	Reinstated
ROW	Right of Way
RP	Reprimand
RPA	Refused or Revoked Pending Appearance
RR	Railroad or Restriction Removed
R/R	Review & Reinstatement
RS	Random Selection
RTT	Brake Reaction Time Test
S	Substitute License
SAT	Satisfied
SCH	Scheduled
SER	Serial
SIGN	Signed
SNL	Signed Statement - No License In Possession
SPA	Suspended Pending Appearance
SPEC	Special
SS	Sentence Suspended
ST	Student
STAT	Statement
SUB	Substitute
SUBST	Substance
SUR	Surrender
SUS	Suspended or Suspension
SW	Suspension Withdrawn
SYS	System
T	License Type
TEMP	Temporary
TP	Test Place
TRAF	Traffic
TRANS	Transportation or Transporting
TRK	Truck
TUN	Tunnel
TV	Television
TY	Regular or Photo License
UL	Unable to Locate (Investigation)
UMC	Uninsured Motorist Complaint Case
UN	Under
UNATT	Unattended
UNAUTH	Unauthorized
UNINS	Uninsured
UNLIC	Unlicensed
US	United States
VEH	Vehicle
VER	Verdict
VERIF	Verification
VIN	Vehicle Identification Number
VIO	Violation, Violate
WARN	Warning
WARR	Warrant
WDN	Withdrawn
WGT	Weight
WL	Warning Letter
W/O	Without
X	Involved in an Accident
YDIP	Youth Driver Improvement Program
YLCP	Youth License Control Program
YR	Year
&	And
*	Points Expired
/	Or

Driver License Restriction Codes (as they appear on back of driver licenses)

CDL Endorsement Codes
- T - Double/triples
- P - Passenger Transport
- N - Tank Vehicle
- H - Hazardous materials
- X - N and H combined
- S - School Bus Authorized
- TPXS - All CDL Endorsements
- H - Hazardous materials

Restriction Codes
- A - May not be used to purchase firearm
- B - Corrective lenses
- C - Outside mirror
- D - Prosthetic aid
- E - Automatic transmission
- G - Limited to daylight only
- H - Limited (see restriction card)
- I - Limited (See restriction card)
- J - Other (See restriction card)
- K - CDL Instrastate only
- L - Vehicles without airbrakes
- M - Except class A bus
- N - Except class A & B bus
- O - Except tractor trailer
- R - Warning ID Theft Victim - Verify ID
- T - Limited Term Temporary
- U - Not Acceptable for Federal Purposes
- V - Medical Variance
- W - Veteran
- Z - Organ Donor, Hearing/Speech Impaired

DR-060 (2-14)

One-Way Rental (OUT) - Saturday, 6/1/2013 8:31 AM **Contract No.:** 98200861
ROADSIDE ASSISTANCE: myuhaul.com or 1-800-528-0355- TM 1891F
Dispatched From: 033654 - **Safe-Protection:**(NO)

Customer:
REGINALD MORTON
824 maury ave
Fort Washington, MD 20749

803-565-5985
202-400-5326
DL: xxxxxxxxx5810, MD,
1014

Renting Location:
El Cheapo Plus # 7 - (033654)
390 S Guignard Dr
SUMTER, SC 29150 (803)499-1088

Destination: SUITLAND, MD **Due Date/Time:** 6/4/2013 8:31 AM

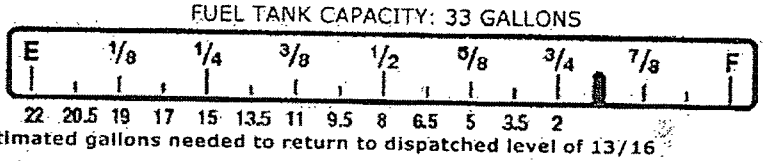
DROP OFF EQUIPMENT AT: U-Haul at Allentown 4599 Allentown Rd , SUITLAND , MD (301) 736-7300

Days Allowed: 3 MI Allowed: 530.0

Extra Day Rate for the TM $40.00 Per Day $0.40 Per Mi

Equipment	MI Out	Coverage	Rental Charge	Total Charge
TM 1891F AE40765 AZ	27233.0	$0.00	$305.00	$305.00

FUEL TANK CAPACITY: 33 GALLONS



Estimated gallons needed to return to dispatched level of 13/16

Environmental Fee:	$5.00
SubTotal:	$310.00
Drop-off Location Incentive:	-$15.00
SubTotal:	$295.00
Rental Tax:	$38.35
Rental Deposit Paid:	$0.00
Total Rental Charges (including Deposit):	$333.35
Credit Card Payment:	$333.35
Net Paid Today:	$333.35

Card Type: MASTERCARD
Account: XXXXXXXXXXXXXXX0903
Auth-AA0SEB

SafeMove Declined for Equipment TM 1891F .

- I agree to verify my truck's fuel level is 13/16 before leaving the premises. I agree to return this truck with this amount of fuel or pay a $30.00 fueling fee and a minimum of $5.00 per gallon for fuel used. U-Haul does not reimburse if this truck is returned with more fuel than when it was dispatched.
U-Haul pays for oil (save receipts).
- U-Haul provides the Customer with minimum limits of protection required by that state or province where arises any claim, suit or cause of action. This provided protection is in excess or secondary to any insurance coverage(s) of the Customer. Customer assumes Sole Responsibility for any and all liability that exceeds the applicable minimum limits of protection for that state or province.
- I understand that this equipment must be returned to one of the U-Haul drop-off locations listed on this contract or I must call the drop-off number.
- I understand that the equipment rented is water resistant and not water proof.
- I acknowledge that I have received the appropriate User Instructions and acknowledge my responsibility to fully read and understand these User Instructions before operating the equipment.
- I understand that I am financially responsible for all damages to equipment.
- I agree to submit all claims against U-Haul in accordance with the U-Haul Arbitration Agreement, incorporated by reference, and available at uhaul.com/arbitration or from your local U-Haul representative.
- I acknowledge that I have received and agree to the terms and conditions of this Rental Contract and the Rental Contract Addendum.

X _____
Customer Signature - (REGINALD MORTON)

X _____
Agent Signature - (33654)

Discount Savings on Motel and Hotel Rooms
10% OFF at La Quinta Inns and Suites: 1-800-753-3757 Online @ www.lq.com/uhaul
20% OFF at Days Inn, Ramada and Super 8 Motels: 1-877-670-7088 Online @ www.wyndhamrewards.com/uhaul

Questions or need help? Call me.

_____ (803)499-1088

ROA
p.365

IN THE COURT OF COMMON PLEAS

THIRD JUDICIAL CIRCUIT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

- - -

CHARLES TAYLOR, :

Plaintiff, :

vs. : Civil Action No.:

(1) STOP 'N' SAVE, INC., : 2013-CP-43-1808

D/B/A EL CHEAPO PLUS #7 AND

(2) ROY RAHAL,

Defendants.

Morton's Full Deposition on p.995 To Avoid Duplication Here

- - -

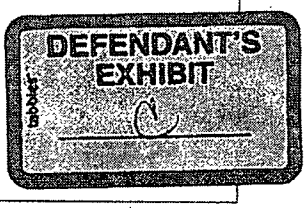
Friday, April 24, 2015

- - -

VIDEOTAPED DEPOSITION OF REGINALD ODELL MORTON, taken at Oxon Hill Branch Library, 6200 Oxon Hill Road, Oxon Hill, Maryland 20745, commencing at 10:57 a.m., before Marney Alena Mederos, Registered Professional Reporter, Certified Realtime Reporter, and Notary Public.

- - -

EVERYWORD, INC.
P.O. Box 1459
Columbia, South Carolina 29201
803-212-0012



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SUMTER	)	FOR THE THIRD JUDICIAL CIRCUIT
	)	
Charles Taylor,	)	Civil Action No.: 2013-cp-43-01808
	)	
Plaintiff,	)	
	)	**DEFENDANT STOP 'N' SAVE, INC. D/B/A EL CHEAPO PLUS #7'S AND ROY RAHAL'S MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF'S MOTION FOR LEAVE TO AMEND PLEADINGS**
vs.	)	
	)	
Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal,	)	
	)	
Defendants.	)	

The Defendants, Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo") and Roy Rahal ("Mr. Rahal") (collectively "Defendants"), by and through their undersigned attorneys, submit this Memorandum of Law in Opposition to Plaintiff's Motion for Leave to Amend Pleadings ("Motion for Leave to Amend"), showing the Court as follows:

I. INTRODUCTION

Plaintiff's Motion for Leave to Amend, which seeks to add U-Haul International, Inc. ("UHI") as a party defendant, should be denied, as this amendment is prohibited by the Court's prior order and would be entirely futile. On June 2, 2014, this Court previously dismissed U-Haul Co. of South Carolina, Inc. ("UHSC") as a defendant in this case, holding that UHSC had nothing to do with the facts and circumstances at issue, and therefore, that Plaintiff could not state a claim against UHSC. Like UHSC, UHI has absolutely no connection to the rental transaction at issue. In fact, UHI is even more removed from this transaction than UHSC, as UHI does not even engage in the rental of U-Haul trucks or equipment as part of its business. For all of these reasons, the addition of UHI as a party defendant would be futile, and Plaintiff's Motion for Leave to Amend should be denied.

II. FACTUAL BACKGROUND

In October 2013, Plaintiff initiated this lawsuit against El Cheapo, an authorized U-Haul dealer, and two individual defendants, Reginald Morton and Dana Goins, alleging that Morton and/or Goins backed into Plaintiff's rental property with a U-Haul truck rented from El Cheapo. (See Complaint, dated Oct. 9, 2013). At a hearing on June 2, 2014, at which several of these pleadings were heard, the Court dismissed UHSC from this case with prejudice. (See Court's Order, attached at **Exhibit A**). Due to the sheer volume of pleadings before the Court at the time and the confusion resulting from those pleadings, the Court also expressly instructed Plaintiff to file an Amended Complaint, naming any and all additional parties that he wished to bring suit against, *except for any U-Haul entity.* At that time, the Court expressly told Plaintiff that he was prohibited from adding UHSC, or any other U-Haul entity, as a party defendant in this litigation.

A year and a half after UHSC was dismissed from this case with prejudice and Plaintiff was expressly prohibited from adding any U-Haul entity as a party defendant in this case, Plaintiff now seeks to add UHI as a party defendant with his Motion for Leave to Amend. (See generally, Plaintiff's Motion for Leave to Amend). Because the Court has already ruled on this issue and because such an amendment would be futile, for all of the reasons set forth below, Plaintiff's Motion for Leave to Amend should be denied.

III. ARGUMENT & CITATION TO AUTHORITY

Plaintiff's attempt to add UHI as a party defendant should be denied, as the Court has previously dismissed UHSC from this litigation, with prejudice, and expressly instructed Plaintiff not to add any U-Haul entity into the litigation. Moreover, given that UHI has even less of a connection to this lawsuit than UHSC, there is no basis for adding UHI has a party

ROA
p.368

defendant in this case. Any amendment adding UHI as a party defendant would be futile, and Plaintiff's Motion should therefore be denied.

Rule 15(a) SCRCP sets forth the standard for granting motions to amend a pleading and provides, in pertinent part:

> A party may amend his pleading once as a matter of course at any time before or within 30 days after a responsive pleading is served or, if the pleading is one to which no responsive pleading is required and the action has not been placed upon the trial roster, he may so amend it at any time within 30 days after it is served. *Otherwise a party may amend his pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party.*

(emphasis added). In interpreting Rule 15(a), South Carolina courts have noted that, "[a]lthough leave to amend should generally be freely given, leave may be properly denied "where the proposed amendment would be futile." See Jennings v. Jennings, 389 S.C. 190, 209, 697 S.E.2d 671, 681 (Ct. App. 2010) rev'd on other grounds, 401 S.C. 1, 736 S.E.2d 242 (2012) (holding that circuit court did not err in refusing to grant leave to amend complaint to add party defendant where amendment would be futile); Higgins v. Med. Univ. of S. Carolina, 326 S.C. 592, 604, 486 S.E.2d 269, 275 (Ct. App. 1997) ("any amendment of the Higginses' complaint which alleges the doctors were paid by UMA ultimately would be futile . . . .").

Here, Plaintiff's negligent entrustment claims are based solely upon allegations that El Cheapo rented a truck to Reginald Morton, who did not possess a valid driver's license at the time of the rental. (See Amended Complaint). Even assuming that this allegation is true,[1] there is no basis for adding UHI to this lawsuit as a party defendant. Plaintiff's claims relate solely to

[1] The undisputed evidence reflects that El Cheapo's rental of the subject truck was proper, and thus Plaintiff's allegations related to his negligent entrustment claim are meritless. The admissible evidence in this case shows that El Cheapo rented the truck to Odell Morton, Reginald's father, who presented a facially valid driver's license and properly signed for the rental of the truck. (See Defendants' Memorandum of Law in Support of Summary Judgment, filed contemporaneously).

the rental of the U-Haul truck, and UHI does not rent trucks or any other U-Haul equipment as part of its business. (See the Affidavit of Stephen Winkelman, dated October 9, 2015 ("Winkelman Aff."), at ¶ 5, attached hereto as **Exhibit B**). Instead, rentals of U-Haul trucks and trailers are made by U-Haul Rental Companies, such as UHSC, or dealers, like El Cheapo, pursuant to contracts with those rental companies and/or dealers. (See Ex. B, at ¶ 6).

The Court has previously dismissed UHSC from this litigation, finding that UHSC had no connection to the rental transaction at issue, as the rental was made by El Cheapo, an independent U-Haul dealer, and not UHSC. (See Ex. A). UHI is even further removed from this rental transaction than UHSC, and as such, Plaintiff simply cannot state a claim for relief against UHI. Any amendment adding UHI as a party defendant would be futile, and the Court should therefore deny Plaintiff's Motion for Leave to Amend.

IV. CONCLUSION

For the reasons stated above, the Court should deny Plaintiff's Motion for Leave to Amend Pleadings and deny the addition of UHI as a party defendant.

Respectfully submitted,

GALLIVAN WHITE & BOYD, P.A.

By: _____

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Attorneys for Defendants

Columbia, South Carolina
October 9, 2015.

ROA
p.370

FORM 4

ST. E OF SOUTH CAROLINA
COUNTY OF SUMTER
IN THE COURT OF COMMON PLEAS

RECORDED
2014 JUN -2 PM 4:36
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP4301808

PLAINTIFF(S)	DEFENDANT(S)
Charles Taylor	U-Haul Corporation Dana Goins Roy Rahal
	Reginald Morton UHaul Dealer Odell Morton

CERTIFIED TO BE A TRUE COPY OF ORIGINAL
DEPUTY CLERK OF COURT
SUMTER COUNTY, SOUTH CAROLINA

Submitted by: Clerk of Court

Attorney for: ☐ Plaintiff ☐ Defendant
☐ 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. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ 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: **Defendant's Motion to Dismiss has been granted as to U-haul Corporation and Uhaul of South Carolina Only.**

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 (List amount(s) below)

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.**

2156 6/2/2014

CPFORM4Cm
SCCA SCRCP Form 4C (Revised 3/2013)

ROA
p.371

DEFENDANT'S EXHIBIT A

Circuit Court Judge | Judge Code | Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Charles Taylor 332 Myrtle Beach Hwy Sumter, SC 29153

ATTORNEY(S) FOR THE PLAINTIFF(S)

Gray Thomas Culbreath PO Box 7368 Columbia, SC 29202
Brian Arnold Comer 1330 Lady St. Columbia, SC 29201
Claude Townsend Prevost III PO Box 12487 Columbia, SC 29211
James Edward Brogdon III PO Box 7368 1201 Main St., Ste 1200 Columbia, SC 29201

ATTORNEY(S) FOR THE DEFENDANT(S)

James C. Campbell

Court Reporter

James C. Campbell - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

CPFORM4Cm
SCCA SCRCP Form 4C (Revised 3/2013)

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SUMTER)	3RD JUDICIAL CIRCUIT
)	
)	
Charles Taylor,)	Civil Action No.: 2013-CP-43-1808
)	
Plaintiff,)	
)	
v.)	**AFFIDAVIT OF JENNIFER SETTLES**
)	
)	
)	
d/b/a El Cheapo Plus #7; and)	
)	
)	
(2) Roy Rahal)	
)	

AFFIDAVIT OF JENNIFER SETTLES

I, Jennifer Settles, being duly sworn, states as follows:

1. I am Secretary of U-Haul International, Inc. ("UHI"). I have been employed by UHI for over _____ years.

2. I am familiar with UHI's corporate structure and the corporate structure of UHI's subsidiaries, including U-Haul Co. of South Carolina, Inc.

3. I make this affidavit of my own knowledge and for the purposes of supporting Defendants' Memorandum of Law in Opposition to Plaintiff's Motion for Leave to Amend Pleadings.

4. UHI is a Nevada corporation, with its principal business in Phoenix, Arizona. UHI provides accounting, clearinghouse, technical, advisory, and purchasing services for U-Haul Rental Companies, such as U-Haul Co. of South Carolina, Inc.

5. UHI does not rent trucks, trailers, or storage facilities, nor is UHI in the business of repairing or inspecting trucks.

6. Rentals, repairs, and inspections of U-Haul trucks and trailers are made by U-Haul Rental Companies, such as U-Haul Co. of South Carolina, Inc., or dealers or repair shops under contract with that company. For example, all truck rentals in the state of South Carolina are made by U-Haul Co. of South Carolina, Inc. or independent dealers who have dealership agreements with U-Haul Co. of South Carolina, Inc.

FURTHER AFFIANT SAYETH NOT.

This _____ day of October, 2015.

_____
JENNIFER SETTLES
SECRETARY
U-HAUL INTERNATIONAL, INC.

Sworn to and subscribed before me
this ____ day of _____ 2015.

_____
Notary Public
My commission expires: _____

ROA
p.374

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SUMTER)	3RD JUDICIAL CIRCUIT
)	
)	
Charles Taylor,)	Civil Action No.: 2013-CP-43-1808
)	
Plaintiff,)	
)	
v.)	**AFFIDAVIT OF STEPHEN WINKELMAN**
)	
)	
d/b/a El Cheapo Plus #7; and)	
)	
)	
(2) Roy Rahal)	
)	

AFFIDAVIT OF STEPHEN WINKELMAN

I, Stephen Winkelman, being duly sworn, states as follows:

1. I am Assistant Secretary of U-Haul International, Inc. ("UHI").

2. I am familiar with UHI's corporate structure and the corporate structure of UHI's subsidiaries, including U-Haul Co. of South Carolina, Inc.

3. I make this affidavit of my own knowledge and for the purposes of supporting Defendants' Memorandum of Law in Opposition to Plaintiff's Motion for Leave to Amend Pleadings.

4. UHI is a Nevada corporation, with its principal business in Phoenix, Arizona. UHI provides accounting, clearinghouse, technical, advisory, and purchasing services for U-Haul Rental Companies, such as U-Haul Co. of South Carolina, Inc.

5. UHI does not rent trucks, trailers, or storage facilities, nor is UHI in the business of repairing or inspecting trucks.

6. Rentals, repairs, and inspections of U-Haul trucks and trailers are made by U-Haul Rental Companies, such as U-Haul Co. of South Carolina, Inc., or dealers or repair shops under contract

DEFENDANT'S EXHIBIT B

with that company. For example, all truck rentals in the state of South Carolina are made by U-Haul Co. of South Carolina, Inc. or independent dealers who have dealership agreements with U-Haul Co. of South Carolina, Inc.

FURTHER AFFIANT SAYETH NOT.

This 9th day of October, 2015.

STEPHEN WINKELMAN
ASSISTANT SECRETARY
U-HAUL INTERNATIONAL, INC.

Sworn to and subscribed before me
this 9th day of October, 2015.

Notary Public
My commission expires: 7-2-2019

LINDA AHUMADA
Notary Public, State of Arizona
Maricopa County
My Commission Expires
July 02, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SUMTER	)	3RD JUDICIAL CIRCUIT
Charles Taylor,	)	Civil Action No.: 2013-CP-43-1808
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
(1) Stop "N" Save, Inc., d/b/a El Cheapo Plus #7;	)	**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FOR VEXATIOUS CONDUCT**
	)	
(2) Roy Rahal,	)	
	)	
Defendants.	)	

Since the commencement of this litigation in October 2013, this case has been plagued by the vexatious and abusive conduct of pro se Plaintiff Charles Taylor. Plaintiff has demonstrated a repeated disregard for civility in these proceedings, as evidenced by the harassing correspondence, threats, bald accusations, and name-calling in which he has engaged. Were he a licensed attorney, Plaintiff's conduct would have warranted sanctions and disciplinary action long ago. Plaintiff's pro se status does not insulate him from a necessary rebuke for this behavior, and it warrants nothing short of dismissal of his claims. Defendants Roy Rahal and Stop "N" Save, Inc. d/b/a El Cheapo #7 ("El Cheapo") respectfully submit this Memorandum of Law in support of their Motion to Dismiss for Vexatious Conduct.

ROA
p.377

STATEMENT OF FACTS

As outlined below, Plaintiff's pattern of vexatious conduct has continued throughout the course of almost two years of this litigation.[1] Although Plaintiff's tirades are often non-sensical and aimless, Defendants have attempted to categorize Plaintiff's behavior for the Court as follows: (1) prolific and abusive letters to and about Defendants' counsel, attached hereto as composite **Exhibit A**; (2) name-calling and insulting typecasting, attached hereto as composite **Exhibit B**; (3) improper conduct with represented parties, attached hereto as composite **Exhibit C**; (4) failure to cooperate in discovery, attached hereto as composite **Exhibit D**; and (5) improper filings with the Court, attached hereto as composite **Exhibit E**..

I. Prolific and Abusive Letters to and about Defendants' Counsel

Plaintiff has flooded counsel for Defendants with correspondence that is cumulative and costly. In the last five (5) months alone, Plaintiff has directed over forty (40) letters to Defendants' counsel and copied them on countless others, sometimes two or three letters a day. Plaintiff's correspondence is characterized principally by bald accusations and threats of prosecution – including threats to Defendants' attorneys, personally, for merely performing their respective job duties.

Plaintiff's campaign of attack on counsel began soon after the commencement of discovery, when he sent a letter to Defendants' counsel *several days before their discovery responses were due* accusing them of failing to respond to discovery requests and notifying

[1] For the sake of brevity, Defendants have not detailed the procedural history or the underlying facts of this property damage case. According to the most recent iteration of Plaintiff's Complaint, Plaintiff's theory is that Defendants rented a truck to certain individuals who allegedly struck a rental house owned by Plaintiff; Plaintiff was not in the rental home at the time but was instead in his home next door where he allegedly witnessed the incident. Plaintiff also alleges causes of action for gross negligence and intentional infliction of emotional distress.

ROA
p.378

counsel that he "intend[s] to deposition [sic] and subpoena to testify as a hostile witness the person at El Cheapo who rented Morton/Goins the subject u-haul moving truck on 6/1/2013."

In a letter to counsel dated March 14, 2014, Plaintiff accused one of Defendants' attorneys of personally violating the law and made various threats against the attorney, including but not limited to a "legal fight for 10 years" and loss of his law license and jail time for "suborning perjury." (**Ex. A-1**). On May 13, 2014, Plaintiff again wrote to Defendants' counsel, threatening both criminal prosecutions and to have their bar licenses revoked. (**Ex. A-2**). Specifically, Plaintiff wrote: "I have [sic] almost ready; but will hold off until mediation concludes; submitting my report to the S.C. Attorney General's Office – Perjury & Subornation of Perjury Investigations and Prosecution Unit ---- (for criminal prosecution for such committed in this civil litigation) . . . Remember – I warned you from the beginning, about the drug dealing perjurers, attached! I also warned that they would cause some of you, not to have a license, in the end."

In an April 6, 2015 letter to Defendants' counsel, Plaintiff accused counsel of leading witnesses "into perjury" and perpetuating lies. (**Ex. A-3**). Shortly thereafter, by letters to defense counsel dated April 14, and April 22, 2015, Plaintiff accused counsel of participating in forgery and of Rule 11 violations. (**Ex. A-4**). On April 21, 2015, Plaintiff wrote to the South Carolina Attorney General's Office asking "what prosecutor's office will have jurisdiction / authority to investigate and prosecute (1). Forgery (3). [sic] Conspiracy to Commit Forgery (3). Civil Perjury." (**Ex. A-5**).

Plaintiff's accusations about Defendants have filtered into his correspondence to third parties as well. On March 16, 2015, Plaintiff sent a letter to Walter Newman, the court-appointed mediator, accusing Defendants of conspiring "with drug dealer Reginald Morton . . .

then forg[ing] Odell Morton's (Reginald Morton father's) on the U-Haul truck rental documents." (**Ex. A-6**). Plaintiff continued these accusations in a March 28, 2015 letter to Mr. Newman, calling Mr. Morton a "drug dealer & bail jumper" and claiming "defendants rented their truck to drug dealer & bail jumper Reginald Morton – whom defendants help [sic] forge Odell Morton's name in a drug deal on the truck rentals documents . . . ." (**Ex. A-7**). Plaintiff sent additional letters to Mr. Newman on March 29, 2015 and on April 3, 2015, accusing Defendants of "stretch [sic] out this case" and "delay after delay" and "hav[ing] an interest in [Plaintiff] dropping dead first." (**Ex. A-8**). Plaintiff also threatened "charging, (conspiracy to commit forgery)." (**Ex. A-9**).

In an April 9, 2015 letter, Plaintiff again threatened prosecution and later, on June 23, 2015, Plaintiff accused Defendants of "stalling tactics." (**Ex. A-10**). Additional threats were sent to Defendants on June 8, 2015 warning about "the penalty for violating" "(all the rules) & (the law)" and on June 9, 2015 promising that "[i]f you'all [sic] give me a hard time, I am going to give you'all a hard time!!!!" (**Ex. A-11**).

Although Plaintiff represented in a July 1, 2015 letter to counsel that he was "turning a new leaf" and proceeding in the "new spirit of civility," (**Ex. A-12**), he nevertheless has continued his antics. In a July 8, 2015 letter to RepWest Ins. Company, Plaintiff accused Defendants' counsel of "hid[ing] your coverage information in violation of SCRCP & the law." (**Ex. A-13**). Plaintiff filed a Motion for Sanctions in August 2015 and wrote to Defendants' counsel on August 15, 2015 "to recap briefly the many warnings (*in your file*) I gave from the very 1st time of your appearance in this case." (**Ex. A-14**). Plaintiff stated he "hop[ed] the defense has heed [sic] the perils of using anything further false."

II. Name-Calling and Insulting Stereotypes

In addition to the threats and accusations above, Plaintiff's correspondence is replete with name-calling and insulting typecasts. On multiple occasions, Plaintiff has accused third party Reginald Morton of being a "drug dealer" and "bail jumper," including in his March 28, 2015 letter to Walter Newman, (**Ex. B-1**); his letters to defense counsel on April 6, 14, and 22, 2015 and on May 1, 7, 14, 2015, (**Ex. B-2**); and his filings with this Court on April 20, 2015 and June 29, 2015, (**Ex. B-3**).

Plaintiff has also accused Roy Rahal and Zaher Mohammad of terrorist activities – for no apparent reason other than one or both of them has traveled to the Middle East. In a June 22, 2015 letter to Defendants' Counsel, Plaintiff threatened to "go to the authorities at Homeland Security" and accused Rahal and Mohammad of having "drug connections" and of having "Middle Eastern connections" such that "they are not who they appears [sic] to be." (**Ex. B-4**). In a June 23, 2015 letter to Mr. Newman, Plaintiff alleged "Rahal &/or Mohammad may be preparing to flee the county back to the Middle East to – Jordan, Palestine, Syria, ISIS?" (**Ex. B-5**). And, in a June 23, 2015 letter to Defendants' Counsel, Plaintiff again threatened to contact Homeland Security to report them. (**Ex. B-6**).

Plaintiff fulfilled that promise on June 30, 2015, when he wrote to the Secretary of Homeland Security regarding "SUSPICION OF POSSIBLE SLEEPER TERRORISM AGENTS-FAMILIES-ETC" and accused "Mohammad & Rahal [of being] involved in terrorism." (**Ex. B-7**). Plaintiff enclosed his June 29, 2015 motion (filed with this Court) "to not allow drug dealer-bail jumper Reginald Morton & Odell Morton Video or Transcript Deposition be used in this case for any reason," which accuses Defendant El Cheapo of "fronting as a so called gas/grocery/u-haul renting & whatever else – ***drugs*** . . . they sold from there & may even

ROA
p.381

be sleeper agents of ISIS or sympathizers etc." **(Ex. B-8)**. Plaintiff's claims of terrorism are untethered from reality, harassing, and offensive.

Finally, in Plaintiff's September 9, 2015 Notice to the Court, Plaintiff accuses Mr. Rahal of fleeing the jurisdiction without any factual basis supporting such a contention. **(Ex. B-9)**. In that same Notice, Plaintiff claims he "gave the defense until 10am to produce Rahal." However, as will be evidenced by the courter reporter transcript and video, Plaintiff made no such statement.

III. Improper Conduct with Represented Parties

In and around March 2014, Defendants' counsel became aware of Plaintiff's attempts to make direct contact with Defendant El Cheapo, despite Plaintiff's knowledge that El Cheapo was being represented by undersigned counsel. **(Ex. C-1)**.

IV. Failure to Cooperate in Discovery

In early 2014, Defendants attempted to notice Plaintiff's deposition and to conduct an inspection of Plaintiff's property to which he is claiming extensive damage in this lawsuit. **(Ex. D-1)**. On May 1, 2014, Plaintiff filed a "Notice and Motion for Protective Order," in an attempt to block his deposition and the inspection, stating: "defendants aren't entitled to any further discovery to their perjury, suborning perjury, and fraud upon the Court . . . ." **(Ex. D-2)**.

On three (3) separate occasions, Plaintiff has failed to appear for his properly noticed deposition:

- On April 29th, 2014, Defendants served Plaintiff with a Notice of Deposition and Deposition Subpoena scheduling his deposition for May 20, 2014, **(Ex. D-3)**;
- On April 15th, 2015, Defendants served Plaintiff with a Notice of Deposition and Deposition Subpoena scheduling his deposition for April 29, 2015, **(Ex. D-4)**;

ROA
p.382

- On April 29, 2015, Defendants served Plaintiff with an Amended Notice of Deposition and Amended Deposition Subpoena scheduling Plaintiff's deposition for May 7th, 2015, (**Ex. D-5**).

Each time, Defendants' counsel prepared for the deposition, engaged the services of a court reporter, and traveled to Sumter. And each time, Plaintiff - without providing any notice to Defendants or seeking protection from the Court – ***simply did not show up***. These rule violations, and the costs incurred by Defendants in connection therewith, are the subject of Defendants' Motion for Costs Pursuant to SCRCP 30(g) and for an Order Compelling Deposition Testimony, which is currently pending.

By letter to Defendants' counsel dated May 27, 2015, Plaintiff threatened "**Defendants will not get my deposition without me getting theirs!**" (**Ex. D-6**)(emphasis in original). And, most recently, Plaintiff informed Defendants on August 20, 2015 that he would require a release before Defendants could inspect the subject property. (**Ex. D-7**).

V. Improper Filings with the Court

Plaintiff has filed numerous inappropriate documents in this matter which have required this Court to expend valuable resources. In November 2013, Plaintiff filed a "Priority Motion to Strike" and supporting memorandum alleging Defendants' answer denials were "patently false and untruthful in the least [sic][,]" "all done in bad faith, and interposed for delay, and otherwise in contravention of SCRCP 11 and 12[,]" and a deliberate misrepresentation of the truth. (**Ex. E-1**). On March 25, 2014, Plaintiff filed a "Notice of Attorneys' Fees" - despite the unavailability of attorney's fees in this case - and later filed a "Motion & Motion for new law ruling . . . litigation fees & costs to plaintiff, equal to total defense costs in this case" even after he was advised fees were not recoverable. (**Ex. E-2**). In that filing, Plaintiff accused Defendants of

asserting "not just frivolous, but bogus, unreasonable, without merit; & indeed, 'sham' defenses; presented for improper uses[.]"

On April 10, 2014, Plaintiff re-served the Complaint and Amended Complaint on Mr. Rahal, the manager of El Cheapo, in an improper attempt to name Mr. Rahal individually as a defendant in this action without leave of the Court or Defendants' consent. **(Ex. E-3)**. On August 21, 2015, Plaintiff again sought to amend his Complaint to add U-Haul International as a party to the litigation on an agency theory, despite the Court's June 2, 2014 dismissal with prejudice of U-Haul entities, also sued under an agency theory. **(Ex. E-4)**. Plaintiff's current motion accuses Defendants' counsel of fraudulently concealing the identity of this entity.

Plaintiff filed a "Notice" with the Court dated June 17, 2015 demanding that Defendant "voluntarily pay the just compensation" or Plaintiff "will use this notice to show the jury as evidence . . . you refused to promptly pay as pleaded & begged for." **(Ex. E-5)**.

On June 29, 2015, Plaintiff filed a Motion "to not allow drug dealer-bail jumper Reginald Morton & Odell Morton Video or Transcript Deposition be used in this case for any reason." As outlined earlier, in this filing Plaintiff accuses Defendant El Cheapo of "fronting as a so called gas/grocery/u-haul renting & whatever else – ***drugs*** . . . they sold from there & may even be sleeper agents of ISIS or sympathizers etc." **(Ex. E-6)**. Most recently on September 1, 2015, Plaintiff accused "the defense" of "obvious bad faith at a minimum - &- outright flagrant, conscious, and intentional perjury at the most" in his "Final Memorandum #10 of 10" supporting his June 2015 motion for summary judgment. **(Ex. E-7)**. On

Since the Court cautioned Plaintiff during the July 1, 2015 status conference about his misconduct, Plaintiff has logged ***over fifteen (15)*** filings with the Court, including a Rule 11

ROA
p.384

motion for sanctions against Defendants and Defendants' counsel. **(Ex. E-8)**. The Court is well-aware of Plaintiff's frivolous filings, and the above-referenced examples are just a sampling.

ARGUMENT

The law is clear that a pro se litigant may be sanctioned for the above-referenced violations of court rules and procedures, just as an attorney would be. "A pro se litigant who knowingly elects to represent himself *assumes **full responsibility for complying with substantive and procedural requirements of the law**.*" *State v. Burton*, 356 S.C. 259, 265, 589 S.E.2d 6, 9 n.5 (2003) (emphasis added). As other courts have observed, "pro se filings do not serve as an 'impenetrable shield, for one acting pro se has no license to harass others, clog the judicial machinery with meritless litigation, and abuse already overloaded court dockets." *Patterson v. Aiken*, 841 F.2d 386, 387 (11th Cir. 1988) (internal quotations omitted).[2] "[A]lthough pro se litigants receive some leeway from the courts, they are still bound by the ordinary rules of civil procedure." *Zorn v. Smith*, 19 A.3d 112, 118 (Vermont 2011)(internal quotations omitted). Pro se status "is no passport to waste the court's time indefinitely." *Id.*

Court action is warranted where, as here, there is a "reasonably anticipated ongoing violation of the rules by [the pro se party] if left to his own devices." *Id.*, at 118-19 (internal citations omitted); *see also Nasious v. Two Unknown B.I.C.E. Agents*, 492 F.3d 1158, 1162 (10th Cir. 2007) (noting that "a district court may, without abusing its discretion, enter [an order dismissing a pro se complaint for failure to comply with Rule 8] without attention to any particular procedures"); *Pomales v. Celulares Telefonica, Inc.*, 342 F.3d 44, 49 n.4 (1st Cir. 2003) ("[Plaintiff's] temporary pro se status did not absolve her of the need to comply with the

[2] In the federal system, the All Writs Act, 28 U.S.C. § 1651(a), grants federal courts the authority to limit access to the courts by vexatious and repetitive litigants. *See Cromer v. Kraft Foods N. Am. Inc.*, 390 F.3d 812, 817 (4th Cir. 2004).

Federal Rules of Civil Procedure or the district court's procedural rules."); *Creative Gifts, Inc. v. UFO,* 235 F.3d 540, 549 (10th Cir. 2000) ("Although pro se litigants get the benefit of more generous treatment in some respects, they must nonetheless follow the same rules of procedure that govern other litigants."); *LoSacco v. City of Middletown,* 71 F.3d 88, 92 (2d Cir. 1995) ("Although [pro se] litigants should be afforded latitude, they generally are required to inform themselves regarding procedural rules and to comply with them.' (citation omitted)); *Ogden v. San Juan County,* 32 F.3d 452, 455 (10th Cir. 1994) ("[A]ppellant's pro se status does not excuse the obligation of any litigant to comply with the fundamental requirements of the Federal Rules of Civil and Appellate Procedure."); *King v. Atiyeh,* 814 F.2d 565, 567 (9th Cir. 1987) ("Pro se litigants must follow the same rules of procedure that govern other litigants.").

It is clear from Plaintiff's pattern of conduct that, if left to his own devices, he will continue to abuse the system. Defendants have already been forced to amass significant legal fees defending against his frivolity, and defense counsel has endured significant personal attacks. Dismissal is warranted to prevent further damage.

Dismissal of a pro se litigant's case with prejudice for misconduct during the litigation is appropriate where there has been a repeated failure to cooperate, as a litigant "cannot be allowed to take advantage of their pro se status to the point that their adversaries are effectively penalized for being represented." *Smith v. Adamson,* 487 S.E.2d 386, 389 (Ga Ct. App. 1997). Such is the case here. Defendants have been forced to expend thousands of dollars to address Plaintiff's repeated misconduct, effectively penalizing Defendants for hiring counsel and abiding by the rules of civility. Although a pro se plaintiff like Mr. Taylor is entitled to some leeway, "courts must also be mindful of the boundary between fairness to a pro se litigant and unfairness to the pro se litigant's adversary" and "must not excuse pro se litigants from complying with the same

ROA
p.386

substantive and procedural rules that represented parties are expected to observe." *Hessmer v. Hessmer*, 138 S.W.3d 901, 903 (Tenn. Ct. App. 2003); *see also Carden v. Missouri Intergovernmental Risk Mgmt. Ass'n*, 258 S.W.3d 547, 553-54 (Mo. Ct. App. 2008) ("While *pro se* appellants have the right to appear without counsel, and we acknowledge the difficulties appellants encounter in proceeding *pro se*, 'the same rules that apply to a party represented by an attorney are also applicable to a *pro se* litigant.'").

This Court is empowered by several sources of authority to dismiss a pro se litigant's case for misconduct, including the inherent power of the Court - in combination with South Carolina Rule of Civil Procedure 11 - to issue sanctions and regulate litigation. The South Carolina Supreme Court has held that under Rule 11, SCRCP:

> [A] party and/or the party's attorney may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. The party and/or attorney may also be sanctioned for filing a pleading, motion, or other paper in bad faith (i.e., to cause unnecessary delay) whether or not there is good ground to support it.

Runyon v. Wright, 322 S.C. 15, 19, 471 S.E.2d 160 (1996); *see also Russell v. Wachovia Bank, N.A.*, 370 S.C. 5, 19, 633 S.E.2d 722, 729 (2006)(finding that an award of sanctions pursuant to Rule 11 is reviewed for abuse of discretion). Recently, the Supreme Court held that "[w]ithout a doubt, the circuit court did not abuse its discretion in awarding sanctions" when a litigant "engaged in 'dilatory litigation tactics,' lodged 'frivolous and dilatory appeals,' filed affidavits and memoranda 'without reasonable basis,' and moved for reconsideration after nearly every ruling made by the circuit court." *Holmes v. Haynsworth, Sinkler & Boyd, P.A.*, 408 S.C. 620, 645, 760 S.E.2d 399, 412 (2014). This Court has the inherent power, bolstered by Rule 11, to sanction Plaintiff for his inappropriate behavior and failure to abide by the substantive and procedural rules of this Court.

South Carolina Rule of Civil Procedure 41(b) also authorizes dismissal with prejudice for "failure of the plaintiff . . . to comply with these rules or any order of court." SCRCP 41(b). As the South Carolina Court of Appeals has noted, dismissal with prejudice under Rule 41(b) is an appropriate remedy for a plaintiff's misconduct and is

> not too harsh under the totality of the circumstances. Plaintiff has been given abundant opportunity to litigate. There is a limit beyond which the court should allow a litigant to consume the time of the court and to prolong unnecessarily time, effort, and costs to defending parties.

Georganne Apparel, Inc. v. Todd, 303 S.C. 87, 92, 399 S.E.2d 16, 19 (Ct. App. 1990)(affirming dismissal with prejudice). Plaintiff's pro se status does not exempt him from the possibility of dismissal for failure to comply with the rules of civil procedure: "Lack of familiarity with legal proceedings is unacceptable and the court will not hold a layman to any lesser standard than is applied to an attorney." *Goodson v. Am. Bankers Ins. Co. of Florida*, 295 S.C. 400, 403, 368 S.E.2d 687, 689 (Ct. App. 1988). Indeed, the Georgia Court of Appeals affirmed dismissal with prejudice of a pro se litigant's case after only ***two*** instances of failure to attend a properly noticed deposition. *Adamson*, 226 Ga. App. at 701, 487 S.E.2d at 389. As of the date of this filing, Mr. Taylor has failed to appear for his deposition on ***three*** separate occasions. These clear violations of the rules of civil procedure warrant dismissal with prejudice of his claims.

As outlined in the factual recitation above, Plaintiff has repeatedly demonstrated that he is a vexatious and abusive litigant – behavior which cannot be tolerated in the courts of this State. At the recent status conference, this Court counseled Plaintiff to correct his course and proceed in the spirit of civility. But Plaintiff's misconduct has continued unabated, and he persists in inundating Defendants' counsel and the Court with a barrage of frivolity. This Court has given Plaintiff ample opportunity to conform his litigation strategy to the rules of this Court,

ROA
p.388

and Plaintiff has chosen not to comply. At this point, dismissal of Plaintiff's claims is the only measured response to his egregious actions.

CONCLUSION

For all of these reasons, Defendants respectfully request that the Court dismiss Plaintiff's claims with prejudice.

GALLIVAN, WHITE & BOYD, P.A.

Gray T. Culbreath
SC Bar No. 11907
James E. Brogdon, III
SC Bar No. 79159
Email: gculbreath@GWBlawfirm.com
1201 Main Street, Suite 1200
Columbia, SC 29201
Tele: (803) 724-1850
Fax: (803) 779-1767

Attorneys for Defendant Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7

Columbia, South Carolina

September 17, 2015.

ROA
p.389

March 14, 2014

To: James E. Brogdon, III., Esq.
P O Box 7368
Columbia, S. C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

Re: Taylor v. U-haul, et al.
C/A No: 2013-CP-43-1808

Dear Mr. Brogdon:

I am putting you on notice that I am now aware, that while you were at Nelson Mullins Riley, and worked on my foreclosure file there, you took some of that information to Gallivant White & Boyd, and disseminated it to be used in this litigation and otherwise; in violation of applicable law, to include but not limited to; S.C. R. EVID. 408 & Title V. of the Graham-Leach-Bliley Act (GLBA), among any and all applicable others.

I am sure that you are aware that a $50,000,000.00 (Fifty Million Dollars) counter suit is pending against the Bank of New York, et al; involved in putting my mortgage into foreclosure by mistake & other ect. Let that be your guide as to what is going to happen to you, Nelson Mullins Riley, & Gallivant White Boyd; in the near future for the laws that you have violated in the manner and matter stated.

Furthermore, I will use what you have done, in the Bank Suit, as further evidence of the damages that I have suffered as a result of what they did wrongfully and illegally. If I am not satisfied in the U-Haul Suit, more of it will be sought in the others alleging that as to what you did as being in whole &/or in part-the reason(s). These among your other troubles to consider as you will see. There is an old adage that says: *you can show 'em better than you can tell 'em!* Want a legal fight for next 10 yrs, you pick the right man!! That if you still has a license & not behind bars w/the others for suborning perjury.

SINCERELY,

CHARLES TAYLOR
Plaintiff

Cc: Brian A. Comer, Esq.
Gray T. Culbreath, Esq.
Claude T. Prevost, Esq.
Kuppens & Smith, Esq. w/1 March 13, 14 Brogdon/Comer letter attached-*for your info.*

Exhibit A-1

March 13, 2014

To: James E. Brogdon, III., Esq.
P O Box 7368
Columbia, S. C. 29202

To: Brian A. Comer, Esq.
P O.Box 12487
Columbia, S. C. 292011

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

Re: Taylor v. U-haul, et al.
C/A No: 2013-CP-43-1808

Dear Mr's. Brogdon and Comer:

Please find enclosed your copy of the referenced item; per Plaintiff's Summary Judgment Motion Supporting Affidavit the 2nd. If you will, you might want to preserve these as you are likely to see them again further on down the line up to the S. C. Court of Appeals, and/or the South Carolina Supreme Court's Office of Disciplinary Counsel, and/or to the S. C. Attorney General's Office--Perjury and Subornation of Perjury Prosecution Unit re; all of the Attorneys involved, and et al;

Also, I want to know, in writing within 5 days, who among you represents Odell Morton, so I can find out from him, whether or not he is telling you what all of you are alleging in his name--*in your subject pleadings*. The Maryland & Washington, D.C. Department of Transportation Driver License Units; have already verified that ***none*** of the 3 had a valid drivers license as of 6/1/13. You all had better get your stories straight. I warned you all before as to what you were getting into with the liars of Mortons/Goins. I will see to it that they all to, along w/all others, are prosecuted for perjury in this case if.

SINCERELY,

CHARLES TAYLOR
Plaintiff

w/enc.
Cc: To-Odell Morton
On hold cc: to S.C. Attorney General's Office Perjury & Subornation Prosecution Unit.

RECEIVED
MAY 16 2014
BY: 3566-1

May 13, 2014

To: James E. Brogdon, III., Esq.
Gray T. Culbreath, Esq.
P O Box 7368
Columbia, S. C. 29202

To: Brian A. Comer, Esq.
Claude T. Prevost, Esq.
P O Box 12487
Columbia, S. C. 292011

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

Re: Taylor v. U-haul Corporation i.e. U-haul Co. of Arizona, Inc., et al.
Civil Action No: 2013-CP-43-1808

Dear Sir:

I have almost ready; but will hold off until mediation concludes; submitting my report to the S. C. Attorney General's Office--Perjury & Subornation of Perjury Investigations and Prosecution Unit---(for criminal prosecution for such committed in this civil litigation); if such is still relevant after mediation. This letter is *just* so you & your clients will know.

Remember-I warned you from the beginning, about the drug dealing perjurers, attached!

I also warned that they would cause some of you, not to have a license, in the end. But again; I am going to hold off as stated. The same report may be submitted to the: S. C. Supreme Court's Office of Disciplinary Counsel as well; again; if such proves necessary?

Again--you are being forewarned! That you will see my version of: Shock and Awe--if!

SINCERELY YOURS,

CHARLES TAYLOR
Plaintiff

Cc: Brandon S. Smith, Esq.
John F. Kuppens, Esq.
Cc: Unrepresented Defendants
Roy Rahal
Odell Morton
U-haul Corporation i.e. U-haul Co. of Arizona, Inc.
w/ re: 6 pages attached

FILE ONE COPY WITH COURT FOR INCL. IN RECORD-CASE NO: 2013-CP-43-1808

RECEIVED
2015 APR -6 PM 3:51
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Mr. James E. Brogdon, III., Esq.
Mr. Gray T. Culbreath, Esq.
P O Box 7368
Columbia, S. C. 29202

April 6, 2015

Courtesy Copy for Background
To: Mr. Walter G. Newman, Esq.

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Mr. Brogdon and Culbreath:

The address-*p1*,-to Reginald & Odell Morton, appears a false version of one on-*p2*; to dodge in Maryland, SC law & bounty hunters-*p3*. I believe you're aware R. Morton giving false addresses before-(including in affidavit). So double check their address-*p1*-for correctness & confirm in a reply. I'm going to use such to show a jury a pattern of Reginald Morton's lies etc. at trial; & later re: any perjury prosecution; which in SC. carries a penalty, if convicted, up to 10 years in State Penitentiary and same in Maryland-*p4 attached*, just in case Mortons don't know and no one will tell them because neither care-represent them-*p5 attached*, & no one may have told Reginald Morton et al., a similar penalty is carried for his forgery re-*p7-10 attached*.

Thus-I believe Reginald Morton--especially Odell Morton 90--shouldn't be led, just to benefit El Cheapo, into perjury in a MD. deposition--just as El Cheapo & Rahal weren't--you led them into the truth as your clients *p.6 8 9 attached*,-to avoid perjury charges. I believe ethics require the same for Mortons regardless-*p.5 attach*, especially since & because your clients have already sworn the truth, and all counsels knows it-*p.6 8 9 10 &*, thus, in light of all things herein-herewith, I believe, Mortons' deposition is only to seek their perjury to the contrary of-*p.6 8 9*-at their unwitting expense-*p.4 5*-to benefit your clients-*p.9*. if I'm correct-time will tell.

Remember the very 1st set of lawyers quit, because of drug dealer and bail jumper Reginald Morton's lies etc.-*(not Odell yet)*-as 1st lawyers or any reasonable person could see-Reginald can't be believe-*p.4 & 7, & p.6 8 9*; & rather than perpetuate it-*p.7*-& risk all that such could cost them, they decided it wasn't worth it & bowed out. In my opinion, they did, not only the right thing, but the smart thing, regardless to the amount of money they would've been paid to continue perpetuating such to the present & on.

Sincerely Yours,
Charles Taylor, Plaintiff; w/attached 10p.

cc: Jim Green
cc: Odell Morton
824 Maury Avenue
Oxon Hill, MD. 20745--Certified Mail-Return Receipt Requested.

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW

April 14, 2015

To: The ATTORNEYS-FIRMS
LISTED BELOW BOTTOM

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153
cc: for background to:
Mr. Walter Newman, Esq.

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir/Madam:

In regards to my (*esp. April 6*) & April 9, 2015 letters to you, I hereby add this; that items attached to either and/or both of those correspondences, as well as others heretofore, would show that, by your signature on them or your knowledge of them, that you--your firm et al--knows drug dealer & bail jumper Reginald Morton & not Odell Morton 90, rented the subject U-Haul truck & forged Odell Morton's name on the truck rental documents, etc., with your very own defendants' *admitted* knowledge, guidance, &/or help, etc., to make it appear as if though Odell Morton himself--had rented, signed, & drove, the subject U-Haul truck on 6-1-13.

Furthermore, because your own defendants above ***has*** ADMITTED IT TO YOU ***in the very same items,***

& you then sign them pursuant to SCRCP 11. Thus I would kindly ask you--each--consider the implications of;

RULE: 3.3--CANDOR TOWARD THE TRIBUNAL & ALL SUB SECTIONS & SCRCP 11, ETC.;

and let me know thereafter if you, your firm still plans to elicit that position from/in drug dealer and bail jumper Reginald Morton and almost 90 years old Odell Morton depositions, and then advocate that same position in court at trial, even though your very own defendants (clients above) have stated under oath to you to the contrary in the stated items--again--items that you then sign per SCRCP 11?

Please consider my 4-6-15 & 4-9-15 letters with attachments to you, as exhibits attached hereto verbatim.

I await your decision--because the case may turn on this issue to some degree at trial--*esp.*--re punitive damages etc.

Sincerely Yours,

Charles Taylor,
Plaintiff;

RECEIVED
APR 16 2015
BY:

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

Exhibit A-4

April 22, 2015

To: The Attorneys
Below Bottom

cc: Mr. Walter G. Newman, Esq.
for background

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir/Madam:

As you know-*because*-you sign the answers-your clients-defendants above--to date-has told the truth p1-3, that drug dealer & bail jumper from South Carolina to Maryland where he still hides p4--Reginald Morton (defendants *own* expected witness to the contrary p4-5), was the one they rented their U-Haul truck to back on 6-1-13 p1-3, AND, the one who forged Odell Morton's name on the truck rental documents p2-3 with defendants' knowledge p2-3.

The purpose of this letter is to say, if your clients, as above stated, continues to be truthful *at trial* as well, then they need not worry about and can indeed disregard item #6 attached. SINCE YOU ARE REPRESENTING THEIR BEST INTEREST-CONSIDERING THE RULES--I COULD BE WRONG--BUT I BELIEVE THEREFORE, THAT YOU SHOULD MAKE SURE, THEY ARE DOUBLY AWARE, OF THESE THINGS STATED--HEREIN! & THIS CORRESPONDENCE, W/ ATTACHMENTS, WILL PUT ALL THIS ON THE RECORD,

B-E-F-O-R-E-H-A-N-D! SO THAT IT CAN'T BE DENIED LATER.

Sincerely Yours,

Charles Taylor,
Plaintiff;
w/6pg attached

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

I am anxious to see--at trial---how you pit your own defendants' above p.1-3 attached (against) your own witness-drug dealer & bail jumper Reginald Morton etc. p.4-5 attached?! PERJURY HAS TO BE THE PLANNED RESULT *for some of them--see--p.6 attached.*
Also-see-applicable professional rules & SCRCP etc. et al related.

ROA
p.395

RECEIVED
APR 24 2015
BY:

April 21, 2015

Attorney General's Office
State of South Carolina
Post Office Box 11549
Columbia, S. C. 29211

Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Question

Dear Sir or Madam:

My simple question, for now, is what prosecutor's office will have jurisdiction / authority to investigate and prosecute;

(1) Forgery
(3) Conspiracy to Commit Forgery
(3) Civil Perjury

Committed in Sumter County South Carolina?.

Sincerely,

Charles Taylor
Cet/jdr

p.5
w/ plaintiff's 6-25-15 notice to corporate defendant for their video deposition

Exhibit A-5

To: Mr. Walter G. Newman, Esq.
MEDIATOR
27 W. Calhoun Street
Sumter, S. C. 29150

March 16, 2015

From: Charles Taylor
PLAINTIFF
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Mediation Case No: 2013-CP-43-1808 / Taylor v. U-Haul, et al.

Dear Mr. Newman:

This will acknowledge receipt of your March 9, 2015 mediation letter; and that preliminarily, I am going to say that I am ok with April 15th, 2015, (I will positively confirm in about a week or so), after I get over my present sickness. I'm picking the early date because I want the case to go to trial soon thereafter, given my life threatening conditions, as you know from the previous items.

There is just one thing that I want to add, important, for your information, and it is that:

The evidence attached hereto, will show the present defendants got together with drug dealer Reginald Morton whom they rented their U-Haul truck to with no valid driver's license in a drug deal, who then went on to do and cause the damages per the 6/9/14 amended complaint; but they did more than that—later known; they, (Reginald Morton with defendants' knowledge/cooperation, etc., etc.), then forged Odell Morton's (Reginald Morton father's) name on the U-Haul truck rental documents (see: exhibits 1-7 attached) to make it appear that the almost 90 years old Odell Morton had signed them (when in fact Odell Morton was here beside me at 334 Myrtle Bch Hwy and he at 332 Myrtle Bch Hwy 6-1-13 *bed ridden* from prostate cancer surgery among a host of other illnesses) & (he had no valid driver's license under S.C. Law either, etc. etc.). But even if none of this was so, the others have already admitted the forgery anyway-(see ex. 1-7 especially 4, 6 & 7 attached). Thus I CAN HARDLY WAIT TO TRY THIS CASE FOR THE DAMAGES STATED-AFTER THIS MEDIATION-re. ex. p. 8-9.

SINCERELY YOURS,

CHARLES TAYLOR
PLAINTIFF
W/attmnts

RECEIVED
MAR 23 2015
BY:

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. N

Exhibit A-6

To: Mr. Walter G. Newman, Esq.
MEDIATOR
27 W. Calhoun Street
Sumter, S. C. 29150

March 28, 2015

From: Charles Taylor
PLAINTIFF
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Mediation Case No: 2013-CP-43-1808 / Taylor v. U-Haul, et al.

Dear Mr. Newman:

Just one more, (important), thing I forgot, (being not well), to include in the previous items-which is: That the attached (highlight yellow p.1-2) will show (by their own admissions) defendants knew drug dealer & bail jumper Reginald Morton did not possess a valid driver's license when they (defendants) rented him their U-Haul truck on 6-1-13 in violation of S. C. law p.3-4. I just wanted to make that very clear as I will do at--bifurcated trial if they want--for the stated maximum punitive damages.

Finally, notice (red underline p.1-2) that they are trying to switch planes in midflight to try and say Odell Morton, (Reginald Morton's father), was the one they rented their U-Haul truck to, (hence: the forgery re the 3-16-15 items), & that sick--bedridden--almost 90 yrs old--Odell Morton drove it from El Cheapo to--600 miles north on 6-1-13, & alleging he had a valid Maryland driver's license. Needless to say, you've seen w/ your own eyes in the previous items sent you 3-16-15, the evidence as to whom was the subject truck rented; by their own admissions-don't forget-it's paramount-p.6-7.

But just for good measure, I also have other ways to prove Odell Morton could not and did not have a valid driver's license from Maryland either, primarily--but not only--because he was living in and a resident of South Carolina from 6-1-13 back-p.5. (**South Carolina law controls in this case p.3-4**). But for the sake of an argument, let's give them the benefit of any doubt, & say Odell Morton did possess a valid Maryland driver's license; that proves nothing because, I can still prove, prima facie, *with their own words-admissions et al*, that defendants rented their truck to drug dealer & bail jumper Reginald Morton-whom defendants help forge Odell Morton's name in a drug deal on the truck rental documents on 6-1-13 to make it appear Odell rented it; & **I don't believe a jury will be fooled one bit on this issue--but if so--it would be appealed to the South Carolina Court of Appeals,** because under SC law-**Odell Morton had no valid driver's license-regardless-period**-*see*-p.3-5 attached.

One of the other ways, (document), to prove Reginald Morton was the truck renter-*see*-p.8 attached; (which proves they all—*defendants, R. Morton, O. Morton & U-Haul et al*—knew it and then conspired to conceal it, which concealment to be considered by jury in deciding punitive damages amount-*sc-15-32-510*.

Sincerely, Charles Taylor, Plaintiff
w/atmnts..

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309.)

RECEIVED
APR 02 2015
BY: [illegible]

Exhibit A-7

March 29, 2015

To: Mr. Walter G. Newman, Esq.
MEDIATOR
27 W. Calhoun Street
Sumter, S. C. 29150

From: Charles Taylor
PLAINTIFF
332 Myrtle Bch Hwy
Sumter, S. C. 29153

RE: MEDIATION
Re: Case No: 2013-CP-43-1808 /Taylor v. Stop n Save, Inc., d/b/a, El Cheapo Plus #7 and Rahal.

Dear Mr. Newman:

Just for your information, on the subject of the maximum punitive damages as stated I will be seeking from the jury at trial, in this regard, it appeared to me that a question might have crossed your mind as to the defendants ability to pay a maximum punitive damages award, as such will have to be shown to the jury 1st; as one of the elements to prove before a jury can award such, per South Carolina and indeed U.S. Federal law.

My answer to this question is that the above defendants, true agent of U-Haul, has already stated in open court on the record that their ability to pay whatever damage awarded is unlimited. I am ordering that transcript to use at trial to prove same. I thought this is relevant information for you as to the issue of maximum punitive damages re the 2 causes of action, which maximums again, I intend to seek from the jury at the coming trial, against the above defendants directly and possibly against Reginald Morton, Odell Morton, U-Haul, et al non-defendants, per their degree of culpability, who participate in the attempted concealment etc. (sc. Sec. 15-32-510) of the fact that Reginald Morton was the one whom defendants rented their U-Haul truck to back on 6-1-13 w/ no valid driver's license, with each non-defendant punitive damages to be charged-vicariously-back to the same defendants above. Put simply, defendants can pay unlimited punitive damages, to be proven, at the trial, by their own admission, as will show in the ordered transcript--(copy attached).

Also, I can and will prove--*off*--all punitive damages limit caps at trial, as the law requires.

SINCERELY YOURS,

CHARLES TAYLOR
PLAINTIFF
w/1 attached

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309.)

April 3, 2015

To: Mr. Walter G. Newman, Esq.
MEDIATOR
27 W. Calhoun Street
Sumter, S. C. 29150

From: Charles Taylor
PLAINTIFF
332 Myrtle Bch Hwy
Sumter, S. C. 29153

RE: MEDIATION
Re: Case No: 2013-CP-43-1808 /Taylor v. Stop n Save, Inc., d/b/a, El Cheapo Plus #7 and Rahal.

Dear Mr. Newman:

Please take this just as information, (re your 3-30-15 letter copied to me); which information is: that the defendants have stretch out this case, now, for a long time because of my life threatening health conditions, which is why I want the case to move as soon as possible to trial.

I don't see where mediation is going to accomplish anything anyway, except so you can declare an impasse and provide such paperwork to the court so the case can then be ready for trial roster, which is what I want.

I understand the mediation rules to be clear as to when mediation was to take place from the time suit was initially filed 10-9-13. I don't believe the rules says defendants get to choose alone when they want to do such at their convenience, upon one excuse or another, delay after delay-re: last 3 p.

Accordingly, I may move for a court order to move the case to the trial roster promptly, because of and due to same. Defendants have an interest in me dropping dead first and I intend to have them pay for what they've done first.

They can delay with as many deposition as they want, the facts of this case will not change, except for the worse for them, as one example, to bolster the perjury already committed; ***in these regards see-items attached. Additionally, I may look at charging, (conspiracy to commit forgery), also.***

SINCERELY YOURS,

CHARLES TAYLOR
PLAINTIFF
w/atmnts

RECEIVED
APR 06 2015
BY:

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309.)

April 9, 2015

TO: THE ATTORNEYS
LISTED BELOW

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir/Madam:

Please add this as an addendum to my April 6, 2015 letter to you re any prosecution of Reginald Morton, et al, re perjury. I am documenting as to each so no one can later claim, ignorance, that they were unaware, as to the perjury of Reginald Morton. I am sure that we all KNOW what the rules are regarding such!

Sincerely Yours,

Charles Taylor,
Plaintiff;
w/ 2p attached.

cc:
Reginald Morton
Odell Morton
824 Maury Avenue
Oxon Hill, MD. 20745

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

ROA
p.401

RECEIVED
APR 13 2015
BY:

Exhibit A-10

RESPONSE: Pursuant to a reasonably diligent search, Morton has not located any documents in his possession relating to the truck rental. Although a truck rental invoice has been produced in this litigation, Morton has not had the opportunity to authenticate it. If the truck rental invoice produced in this litigation is authentic, it speaks for itself.

20. State who drove the rental truck to Suitland, Maryland and who turned it in at Allentown Road.

RESPONSE: Odell Morton.

21. State the name of the person at U-Haul in Maryland who received and signed the truck back in.

RESPONSE: Morton has no recollection of the name of the person who would be responsive to this interrogatory.

22. State whether the rental truck was rented on June 1, 2013 and turned in on June 4, 2013.

RESPONSE: To the best of Morton's recollection, yes. Morton does not recall being assessed a late fee for returning the truck.

23. State by name, who all drove the truck during those four days and the total miles put on the truck.

RESPONSE: See response to interrogatory number 20. Morton does not know how many miles were put on the truck. The number of miles would be the approximate number of miles between the subject property and the location Morton returned the truck in Suitland, Maryland.

24. State if the signature purported to be Odell Morton's is actually Dana Goins forging his name.

Preliminary Note

Contract No: 98200861
Wednesday 6/5/2013 8:32 AM

U-Haul of Marlow Heights (816061)
5710 St Barnabas Rd
SUITLAND, MD, 20746
(301)423-0035

Customer Name:	Cust Ph - Email:	Customer DL:	Customer DOB:
Reginald Norton 924 Maury Ave Fort Washington, MD 20749	802-565-9985 202-400-3326	m555692005810 MU 1014	Oct 20, 1939

Equipment	Rental Number	License Plate	License Plate State	Odometer In
ITH - 10' Truck	ITH:2091F	AE40765	AZ	27563.0

I, Reginald Norton, , ACKNOWLEDGE THAT I RENTED FROM THE El Cheapo Plus 6 7 On 6/1/2013 9:31 AM, AND CONTRACT NUMBER 98200861. THE ADDITIONAL CHARGES FOR THIS RENTAL ARE $47.59. I AGREE THAT THE BALANCE DUE AMOUNT, WHICH INCLUDES A $30 LATE PAYMENT SERVICE FEE, IS ($77.59).

Rental Charges:	$47.59
Service Fee:	$30.00
Balance Due	$77.59

I UNDERSTAND THAT U-HAUL EXPECTS PAYMENT FOR RENTALS IMMEDIATELY UPON RETURN OF EQUIPMENT, AND I AGREE THAT U-HAUL IS ENTITLED TO THIS BALANCE DUE.

IF PAYMENT NOT RECEIVED IN 7 DAYS, U-HAUL WILL IMMEDIATELY INITIATE COLLECTION PROCEDURES. COURT COSTS, ATTORNEY'S FEES AND ALL OTHER COSTS ASSOCIATED WITH COLLECTION AND/OR OBTAINING A JUDGMENT AGAINST YOU WILL BE ADDED TO THE BALANCE DUE. IF YOU WANT TO AVOID THESE ADDITIONAL COLLECTION CHARGES, PAY THE AMOUNT OF ($77.59) IMMEDIATELY TO THE ADDRESS LISTED BELOW.

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS NOTICE.

Make Payments
Mail to: U-Haul International
P.O. Box 52128
Phoenix, AZ 85072-2128
ATTN: Payment Processing
or
Call 1-800-926-8535
or
Visit local U-Haul Center

X _____ (Customer Signature - (Reginald Norton))

X _____ (U-Haul Signature - (Joseph Cusik))

Contract Remarks
6103 : -SCHEDULED-, Phone Contact Attempt Spoke To Customer 6103 : -NOT SCHEDULED-, Reminder Text Message Sent [Success], Phone Contact Attempt Spoke To Customer CONTACT CUST FOR SCHED BY PHONE AT 8033555965 Contact cust for sched by PHONE at 8033555965CALLED CUST LVM ABOUT LATE RETURN.... CUST CALLED BACK WILL RETURN TODAY.06/04/2013:.

AS YOU CAN SEE, THE TRUCK WAS RETURNED 1 DAY LATE & customer contact bottom yellow shows repeated contact to being LATE returning this U-Haul Truck.

June 23, 2015

Mr. Walter G. Newman, Esq.
Mediator
P O Box 549
Sumter, S.C. 29150

RECEIVED
JUN 29 2015
BY:

Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

Re: Mediating (Charles Taylor vs. U-Haul Corporation, et al. C-A-No: 2013-CP-43-1808)

Dear Mr. Newman:

Because you are the court appointed mediator in this case, therefore I believe you will eventually mediate this case, no matter the Defendants' stalling tactics. Accordingly, this is just to keep you moderately informed, so when that time comes, ultimately, we will not have to start from scratch.

By the way, depositions by me of Defendant Rahal, and, they of me concluded 6-2-15 as planned; and Rahal got cold feet, and finally, admitted it all, in videotaped deposition; among other things, essentially, that their claimed defense from beginning of case 10-9-13 to 6-2-15, was and is-**a LIE!**

ALL THE WHILE THEIR SEVERE IIED (2nd cause of action in 6-9-14 amended complaint) CONTINUED TO WORSEN MY IIED INDUCED BACK CANCER & HEART CONDITION etc-EXAMPLES ATTACHED.

Further, there is cause to believe, while their Attorneys stall for time, Rahal &/or Mohammad may be preparing to flee the country back to the Middle East to—Jordan, Palestine, Syria, ISIS? It is unknown which except maybe by their Attorneys.

Sincerely and Kindly,

Charles Taylor
Plaintiff
w/attachments

Cc: All Defendants' Counsels

June 8, 2015

To: All Attorneys
Below on Bottom

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. U-Haul, et al.

Dear Sir/Madam:

I've not yet obtain a copy of Defendant Roy Rahal's transcript and video deposition; but maybe you have; and thus can confirm for yourselves what I alluded to in my June 2, 2015 letter to you.

To be a bit clearer, I am sure you know that in all pleadings etc. to date, especially in & since the 6-9-14 amended complaint, you have advocated, (among other things--now debunked directly by the Defendant--Roy Rahal--to avoid perjuring himself-*again*), that he did not rent the subject U-Haul truck to drug dealer and bail jumper Reginald Morton. He-in his 6-2-15 deposition, among other things, said that's false! With that; I'll just say as I've said before, & will repeat here once again, that, everyone know the rules-(all the rules) & (the law) & (the penalty for violating each & every one of them)--as they relates to the subject matter---and otherwise as it relates to this litigation.

I guess my first inclination is simply to ask each one of you---what is your response as to what your very own Defendant Roy Rahal said-versus-what you have been advocating for him, and whether you plan to continue advocating same or retract it? I'm waiting on your prompt reply!

Also, as to my letter-offer 5-14-15 to settle thru 6-8-15 for $12, 650,000.oo-it's hereby withdrawn, & especially so to, because of the item attached. I hope you see the wisdom of not prolonging.

Sincerely Yours,

Charles Taylor,
Plaintiff,

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

RECEIVED
JUN 12 2015
BY:

Sumter Cardiology
A Lexington Medical Center Physician Practice

540 Physicians Lane, Sumter, SC 29150
(803) 778-1941 • FAX: (803) 938-9513
SumterCardiology.com

Mitchell W. Jacocks, MD
C. West Jacocks, IV, MD
Leslie A. Beben, PA-C

Nuclear Stress Test Instructions

Dear Patient: Charles Taylor

Your doctor has recommended that you have a Nuclear Stress Test. Special medications are ordered specifically for your test, therefore, please give a 24-hour notice if you are unable to keep your appointment.

PLAINTIFF'S ITEM #38
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Instructions:

1. Please inform the technologist if you may be pregnant.
2. Please allow 2 ½ to 4 hours for this test.
3. Do not take any medication the day of your test, unless otherwise instructed. ****Diabetic Patient See #5****
4. Drink 2 cups of water before you arrive.
5. Do not eat after midnight unless you have an afternoon appointment, then you may have a light breakfast (toast, cereal, bagel, etc.) It is okay to brush your teeth if you are fasting. ****If you are diabetic and take medication for your diabetes, only take ½ of the diabetic medications with a light breakfast 2 hours before your appointment time, even if you have a morning appointment.****
6. **No caffeine.** This includes caffeine-free coffee, tea, or sodas the day of the test.
7. Wear comfortable clothes and walking shoes.
8. You may eat and drink after the stress portion is complete. You may bring a snack.

Appointment Date: Thur. June 11, 2015 Time: 2:30 ☐ A.M. ☒ P.M.

Location: Dr M. Jacocks office.

If you have any questions, please call Nancy or Margaret at (803) 778-1941 ext. 204.

ABOUT THE TEST: An IV will be placed in your arm for the administration of a small amount of radioactive material to allow imaging of your heart. We will take a series of pictures while you are lying still on an imagining table. A treadmill stress test will be done after this time. If you are unable to exercise a drug can be given through the IV to simulate exercise. After the stress portion, another series of pictures will be taken.

June 9, 2015

To: All Attorneys
Below on Bottom

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808./ Charles Taylor v. U-Haul, et al.

Dear Sir/Madam:

Because you fail to produce Stop "N" Save, Inc., d/b/a El Cheapo Plus #7 to be deposed 6-2-15 as was noticed--(see copies attached), therefore, please inform me ASAP whether or not I must file a subpoena or will you produce same upon simple written notice, after you state a few good times for you before June 25, 2015, with which notice I'll send the witness fee for both deposition and at trial to appear to give testimony. Remember that, if you'all treat me fair, I'll treat you'all fair (from this day forward) If you'all give me a hard time, I am going to give you'all a hard time!!!

I AM ORDERING THE TRANSCRIPT OF DEFENDANT ROY RAHAL'S 6-2-15 TESTIMONY! AND THAT IS JUST THE BEGINNING!

Sincerely Yours,

Charles Taylor
Plaintiff;
w/atmnts

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

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p.407

RECEIVED
JUN 15 2015
BY:

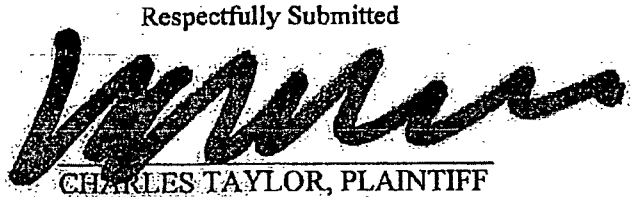
STATE OF SOUTH CAROLINA COUNTY OF SUMTER CHARLES TAYLOR PLAINTIFF VS. (1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and (2). ROY RAHAL; DEFENDANTS	IN THE COURT OF COMMON PLEAS 3rd JUDICIAL CIRCUIT C/A No: 2013-CP-43-1808 **PLAINTIFF'S NOTICE** re: Defendant El Cheapo's Noticed Deposition **(Failure to Appear)**

To the Court; and to The Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

PLEASE TAKE NOTICE:

(1).That Defendant Stop "N" Save, Inc., d/b/a El Cheapo Plus #7; did deliberately fail to appear on 6-2-15 for its properly & timely noticed deposition-**see copy of the notice attached herewith.**

Respectfully Submitted



CHARLES TAYLOR, PLAINTIFF
332 MYRTLE BCH HWY SUMT SC 29153
803-609-7990

Sumter, South Carolina

June 2, 2015

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

CHARLES TAYLOR

PLAINTIFF

VS.

(1). STOP "N" SAVE, INC.
d/b/a
El Cheapo Plus #7 and

(2). ROY RAHAL;

DEFENDANTS

RECORDED
2015 MAY -7 PM 2:25
JA. C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEAS

3rd JUDICIAL CIRCUIT

C/A No: 2013-CP-43-1808

PLAINTIFF'S NOTICE OF TAKING DEFENDANTS VIDEO DEPOSITION

To The Court; and to The Law Firms of Gallivant, White and Boyd, P.A., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS HEREIN ABOVE:

PLEASE TAKE NOTICE; That pursuant to SCRCP 30 and 32, Plaintiff will take the VIDEO DEPOSITION of the individuals below, upon examination before a Notary Public or some other authorized officer authorized by the law to administer the oaths. Such oral examinations shall continue from time to time & day to day until completed-including any/all adjournments thereof.

DEPONENT: Roy Rahal / El Cheapo Plus #7

DATE: Same As Scheduled by Defendants for any Plaintiff's Deposition

TIME: Same As Scheduled by Defendants for any Plaintiff's Deposition

LOCATION: Same As Scheduled by Defendants for any Plaintiff's Deposition

The witness is commanded to produce any and all correspondences, handwritten notes or

CERTIFICATE OF SERVICE

2013-CP-43-1808

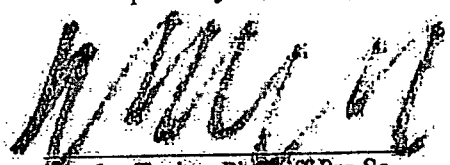
That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff's notice re Defendant El Cheapo's noticed deposition; failure to appear.

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.: (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

Respectfully Submitted;



Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

June 2, 2015

July 1, 2015

To: Gray T. Culbreath, Esq.
P O Box 7368
Columbia, SC. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. U-Haul, et al.

Dear Mr. Culbreath:

It was very nice seeing you and Messers Brogdon in court again today. As I said and promised the quite Honorable Judge James, that after you received the mail, I dropped very late Tuesday evening, dated 6-30-15, which would be postmark as Wednesday's mail, after you receive that, I as of our meeting, am turning a new leaf & hope you'all will to, from now to end of this litigation.

In the new spirit of civility, I am returning this confidentiality agreement because it is drawn to basically, restrict me from using most all of the U-Haul material, that I have gather on my own already and plan to use at trial in accordance with the rules of evidence.

So I am going to let this issue go, in the new spirit above mentioned; and in the same spirit, I expect Mr. Rahal to bring all the other items attached (last page) except the tax returns as I promised in court. If you recall, I said I would let go beginning *then* the new spirit of civility stated.

If any question on these matters, please let me know and we will try to work them out among ourselves.

Sincerely Yours,

Charles Taylor
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

RECEIVED
JUL 06 2015
BY:

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SUMTER)	3RD JUDICIAL CIRCUIT
)	
)	
Charles Taylor,)	Civil Action No.: 2013-CP-43-1808
)	
Plaintiff,)	
)	
v.)	
)	
(1) Stop 'N' Save, Inc.,)	
d/b/a El Cheapo Plus #7; and)	
)	
)	
(2) Roy Rahal)	
)	

CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

IT IS HEREBY STIPULATED AND AGREED, by and among the parties hereto, that the following shall govern the production, use, handling, and/or return of documents, depositions, deposition exhibits, and other written, recorded, or graphic material produced during discovery of this case (the "Litigation") by any of the parties to the Litigation or by third parties responding to a document request or deposition subpoena (a "producing party"), and shall also govern the use, handling, and/or return of the information contained in such materials.

1. "Non-Discloseable Material," as used in this Stipulation and Protective Order, shall mean all documents, testimony and other information, in whatever form, including without limitation electronic, electro-magnetic or machine-readable form, that constitutes, contains, is derived from, or otherwise reflects, materials and information that are confidential, competitively sensitive, trade secret and proprietary or other confidential research, development, or commercial information properly within the scope of S.C. R. Civ. P. 26(c), including but not limited to employee information and designated in good faith by any producing party to be confidential, whether "originals" or "copies," and all copies thereof.

2. Under this Stipulation and Order Non-Discloseable Material shall be labeled "CONFIDENTIAL." All documents labeled "CONFIDENTIAL" refers to all material deemed by a party to be Non-Discloseable Material pursuant to the standards set forth in paragraph 1, above. The parties will designate documents "CONFIDENTIAL" in good faith.

3. Non-Discloseable Material designated by a party as "CONFIDENTIAL" shall only be used for the purpose of this litigation and may be disclosed only to:

(a) the Court;

(b) the other parties to this Stipulation and Protective Order;

(c) designated employees of the parties to this litigation who reasonably need access to such materials for the prosecution or defense of this litigation;

(d) the parties' in-house and outside counsel (including counsel's partners, associates, and employees);

(e) witnesses or deponents, and their counsel, during the course of or, to the extent necessary, in the course of discovery, preparations for depositions or testimony in the litigation; and

(f) independent experts, including their staff, retained by the other party and having no permanent employment or permanent consulting relationship with that other party.

4. In no event shall any of the materials designated as Non-Discloseable Material (i.e., "CONFIDENTIAL") by any party be disclosed to or used by anyone outside this litigation. Under no circumstances, shall any of the materials designated as Non-Discloseable Material be used for a competitive purpose, either during the pendency of this litigation or after this litigation has been concluded.

5. The designation of discovery material as "CONFIDENTIAL" for the purposes of this Protective Order shall be made in the following manner:

(a) In the case of tangible things, by written notice, sent to opposing counsel upon disclosure of production;

(b) In the case of documents and other materials, by affixing the legend "Confidential" to each page containing any Confidential Material; except that in the case of multi-page documents bound together by staple or other permanent binding, the notice need only be stamped on the first page of the document in order for the entire document to be treated as Confidential Material;

(c) In the case of depositions or other pre-trial testimony: (i) by a statement on the record, by counsel, at the time of such disclosure; or (ii) by written notice, sent to the opposing counsel within ten (10) business days after receiving a copy of the transcript thereof; and in both of the foregoing instances, by directing that an appropriate confidentiality legend be affixed to the first page of the original and all copies of the transcript containing any Confidential Material. Each transcript volume designated as Confidential Material in the Litigation shall be deemed Confidential Material in its entirety, except as otherwise agreed.

6. At the request of any party, any person who is not authorized to receive Confidential Material, or information derived therefrom, may be excluded from any deposition, hearing, or trial during the period only in which "confidential information" is presented or discussed.

7. Every person given access, pursuant to this Protective Order, to Confidential Material, or information derived therefrom, shall be advised that the material or information is being disclosed pursuant to and subject to the terms of the Protective Order and may not be disclosed other than pursuant to the terms thereof. All persons listed in paragraphs 3(e) or 3(f), above, who are given access pursuant to this Protective Order to Confidential Material or information derived therefrom, shall first be required to confirm their understanding and agreement to abide by the terms of this Protective Order by signing a copy of Exhibit A, provided that non-party witnesses to whom Confidential Material is first disclosed at a deposition need not be required to sign a copy of Exhibit A in order to be bound by the terms hereof. Counsel shall keep in safeguard, during the pendency of the Litigation, any copies of Exhibit A that counsel shall cause to be executed. Such executed documents shall be required to be disclosed only upon further order of the Court.

8. In the event that counsel for any party determines to file with the Court any Confidential Material, information derived therefrom, or any papers containing or disclosing such material or information, such documents shall be filed in an envelope on which a statement substantially in the following form shall be endorsed:

CONFIDENTIAL

> This envelope contains documents that are subject to a Stipulation and Protective Order governing use of confidential discovery material.

9. Producing or receiving Confidential Material, or entering into, or agreeing to, or otherwise complying with the terms of this Protective Order, shall not:

(a) Preclude any party from seeking additional protection for discovery materials than accorded herein;

(b) Prejudice in any way the rights of a producing party to object to the production of documents they consider not subject to discovery; or

(c) Prevent the parties to this Protective Order from agreeing to alter or waive the provisions of protection provided herein with respect to any particular discovery material; and

(d) Prevent a party from objecting to designation of information as Confidential or seeking a court order modifying the designation.

10. This Protective Order has no effect upon, and shall not apply to, the parties' use of their own Confidential Material for any purpose.

11. If a document or other material is inadvertently produced without any designation of confidentiality, a party may nevertheless thereafter assert the confidentiality of the documents or material and the parties shall thereafter treat the documents or material as Confidential Material, consistent with the party's designation.

12. During the pendency of the Litigation, when any discovery material or testimony is designated as Confidential Material, any party objecting to the designation of any discovery

material or testimony as Confidential Material, may, after making an effort to resolve any such objection, move on reasonable notice for an order vacating the designation. Any party may also present a motion to the Court for a separate protective order as to any particular document or information, including restrictions differing from those specified herein. While all such applications are pending, the discovery material or testimony in question shall be treated as Confidential Material pursuant to this Protective Order. This Order shall not be deemed to prejudice the parties in any way in any future application for modification of this Order.

13. This Order is entered solely for the purpose of facilitating the exchange of documents and information between the parties to this Litigation and the Court without involving the Court unnecessarily in the process. Nothing in this Order nor the reproduction of any information or document under the terms of this Order nor any proceedings pursuant to this Order shall be deemed to have the effect of an admission or

waiver by either party or of altering the confidentiality or non-confidentiality of any such document or information or altering any existing obligation of any party or the absence thereof.

14. Upon final termination of this litigation whether via settlement, final judgment or final appeal, within thirty (30) days thereafter each person who has received any portion of, or any information within, the Confidential Material produced and referenced herein shall return any and all Confidential Material and all copies thereof, and all information derived therefrom, to counsel for the party that produced it and certify under oath that he/she is unaware of any other copies of the Confidential Material referenced herein or any portion thereof. All Confidential Material returned to the parties or their counsel by the Court shall be disposed of in accordance with this paragraph.

15. After termination of this case, the provisions of this Order shall continue to be binding. This Court retains and shall have jurisdiction over the parties, their attorneys and all recipients of Confidential Material for enforcement of the provisions of this Order following termination of this case.

Charles Taylor
332 Myrtle Beach Highway
Sumter, SC 29153

Plaintiff

Gray T. Culbreath
GALLIVAN, WHITE & BOYD, P.A.
SC Bar No. _____
Email: gculbreadth@GWBlawfirm.com
1201 Main Street, Suite 1200
Columbia, SC 29201

Attorney for Defendants Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal

IT IS SO ORDERED.

Judge

Date

EXHIBIT A

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SUMTER)	3RD JUDICIAL CIRCUIT
)	
)	
Charles Taylor,)	Civil Action No.: 2013-CP-43-1808
)	
Plaintiff,)	
)	
v.)	
)	
(1) Stop 'N' Save, Inc.,)	
d/b/a El Cheapo Plus #7; and)	
)	
)	
(2) Roy Rahal)	

I have read the Protective Order. I understand that, under the terms of the Protective Order, I may have access to Confidential Material. I agree to be bound fully by the terms and conditions of the Protective Order. I hereby submit to the jurisdiction of the Court of Common Pleas for the Third Judicial Circuit, State of South Carolina, County of Sumter, for the purposes of the enforcement of the Protective Order.

Date: _____ _____

June 15, 2015

PER MR. RAHAL'S DEPOSITION--*WHENEVER*
PLEASE BRING ONLY THOSE SHADED

To: Gray T. Culbreath, Esq.
P O Box 7368
Columbia, S.C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. U-Haul, et al.

Dear Mr. Culbreath:

I have been waiting since the 1st hearing before Judge Young 6-2-14 I believe, and since 6-2-15, for the agreement that you promised coming for my review & sign for you to send me a copy of:

(1).The Agreements any/all between Defendants and U-Haul;
(2).The U-Haul Truck Rental Rules and Procedures for Agents/Dealers;
(3).The U-Haul Liability Policy that Covers Agents/Dealers;
(4).The Liability Policy of Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 carried w/any other(s); &
(5).The Defendants Federal & State Tax Returns for 2014 back to 2010.

Please see to this being done promptly so as not to stand in the way of Defendants' Deposition.

Sincerely Yours,

Charles Taylor &
Plaintiff;

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

July 8, 2015

To: RepWest Ins. Company
P O Box 24463
Phoenix, AZ. 85074

(1).A COMPLETE COPY OF SUBJECT POLICY DEMANDED
(2).SUMMARY JUDGMENT PENDING 8-2015 COURT TERM
(3).HERE DEMANDING FULL POLICY LIMITS FORTHWITH

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: South Carolina Civil Case No: 2013-CP-43-1808 / Taylor v. Stop "N" Save, Inc. d/b/a/ El Cheapo Plus #7 & Roy Rahal—of—390 South Guignard Drive, Sumter, South Carolina 29150.

Dear RepWest:

Evidence has been discovered in this case that your company have liability pursuant to a U-Haul Umbrella Policy relevant the above U-Haul Dealer, being sued in the above titled action for up to $100,000,000.00 (One Hundred Million) in total damages. That up to now, Defendants' Counsels below have hidden your coverage information in violation of SCRCP & the law–sought since the filing of this action 10-9-13.

This letter is to demand that you produce forthwith, not only the coverage information, but copy of your file in total, relevant this case. If you fail to comply and promptly, motion will be filed to the court in this case compelling you to do so; & for sanctions against all Defendants' Counsels below for the violations from 10-9-13 to present. The information should be sent to above address.

Sincerely Yours,

Charles Taylor
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

RECEIVED
JUL 15 2015
BY: 7-15-15

Exhibit A-13

COPY

State of South Carolina County of Sumter	Court of Common Pleas No.: 2013-CP-43-1808
Charles Taylor, Plaintiff, vs. (1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and (2) Roy Rahal, Defendants.	Deposition of ROY RAHAL June 2, 2015

Videotape deposition on oral examination of ROY RAHAL, reported by Brad H. Thomas, Certified Realtime Reporter and Notary Public in and for the State of South Carolina; said deposition taken pursuant to agreement and in accordance with the South Carolina Rules of Civil Procedure, at the Offices of Old Sumter County Courthouse, 141 North Main Street, Sumter, South Carolina, on June 2, 2015, at the hour of 9:56 a.m.

letter from you I just give it to him and he'll take it then. You know, if you get a problem, if you want to be compensated on something, you know, you call U-Haul and, you know, their lawyers and they'll -- you deal with them.

Q. At this --

A. But, you know, compensating, if -- if that's what compensating in -- you know, in -- in what I understand it, yes, that's -- you know, you are asking me to compensate for his damage.

MR. TAYLOR: At this point I want to put on the record that I'm reserving all my objections for at trial, not here. Is that understood?

MR. CULBREATH: Under the rule you -- you can reserve all objections except as to the form of the question. That's what Rule 30 provides.

MR. TAYLOR: All right. Under the rules, as it provides for, I'm reserving all of my objections for at trial as far as the rules allow. I just want to put that on record.

MR. CULBREATH: And we're the same. We're -- we're -- all objections except to the form of the question, which we've been making.

August 15, 2015

Gray T. Culbreath, Esq.
Post Office Box 7368
Columbia, S.C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: C/A: 2013-CP-43-1808-Taylor v. Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 & Roy Rahal;

Dear Mr. Culbreath:

Continuing in the spirit of civility and cooperation per our 7-1-15 status conference w/d Judge James:

Re: the subject of my motion for sanctions against the defense; while I am waiting on your reply to my 8-11-15 letter re working together for possibly withdrawing the motion; I thought this is a good time to recap briefly the many warnings (*in your file*) I gave from the very 1st time of your appearance in this case.

(1).Example **p.1 attached**; *after* seeing for themselves-the 1st set of *reasonable* attorneys/ law firm quit **p.2** rather than perpetuate Reginald Morton **p.4** (untrue story **p.5-6 attached**) knowing the truth **p.3 attached.**

(2).The present defense team took over **p.2** and was copied with same **p.1** letter on 1-15-14 and 2-8-14, after their 1-8-14 appearance in this case; but they all chose to ignore it **p.3**; leading to sanction motion; all resulting from their attempt to avoid liability—*by whatever means*—for all the damages caused.

Now I look to your suggestions as to how we might work together to agree to withdraw this motion; hoping the defense has heed the perils of using anything further false from, esp., Morton in this case.

Sincerely Yours,

Charles Taylor
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

RECEIVED
AUG 21 2015
BY: 8566-1

November 28, 2013

To: John F. Kuppens, Esq.
& Brandon S. Smith, Esq.
1320 Main Street
17th Floor
Columbia, S.C. 29201

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

Re: Taylor v. U-haul, et al.
C/A No: 2013-CP-43-1808
Your File: 00307/01556

Dear Gentleman:

Please find enclosed a 2nd request to produce. I don't know whether or not you will appreciate this, but I thought you might; that is; to be wary of Morton and Goins and don't let them maneuver you into a position to suborn perjury as to them. I know them well enough and they are not the kind of people you want to have very much to do with. Since my aim is not to trap anyone, therefore, check out anything and everything they say, including, as to their valid driver's license as of 6/1/2013, before denying such-anything-on their word.

I hope you take my remarks above in a friendly manner for you, because, normally I would simply say nothing, and let things proceed into a trap to bring out in Court, but I decided otherwise with you because of the firm that you are with.

SINCERELY AND KINDLY YOURS,

CHARLES TAYLOR
Plaintiff

W/encs/2nd Request to Produce

p.1
w/ plaintiff's 8-15-15 letter to
the defense in this case.

Gallivan, White & Boyd, P.A.
ATTORNEYS AT LAW

1201 Main Street, Suite 1200
Post Office Box 7368 (29202)
Columbia, South Carolina 29201
Telephone 803.779.1833
Facsimile 803.779.1767
www.GWBlawfirm.com

January 8, 2014

The Honorable W. Jeffrey Young
Chief Administrative Judge
Third Judicial District
215 N. Harvin Street
Sumter, SC 29150

Re: Charles Taylor v. U-Haul Corporation, et al.
Civil Action No.: 2013-CP-43-1808

Dear Judge Young:

Enclosed please find a Substitution of Counsel substituting Gray Thomas Culbreath, Esquire of the law firm Gallivan, White & Boyd, P.A., as attorney for Defendants U-Haul Co. of South Carolina, Inc. and Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7, in place of John F. Kuppens, Esquire of the law firm of Nelson Mullins Riley & Scarborough, LLP. If this order meets with your approval, please sign the order and return it to me so that I may file it with the Clerk of Court.

Thank you for your attention to this matter.

Sincerely,

Gray Culbreath

GTC/lla
Enclosures

Cc: John Kuppens, Esq.
Charles Taylor

p.2
w/ plaintiff's 8-15-15 letter to the defense in this case.

RESPONSE: El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents and is vague and ambiguous. El Cheapo further objects to this Request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. El Cheapo further objects to this Request on the grounds that it seeks information that is confidential and/or proprietary.

4. Specifically, the name of the person(s) at El Cheapo that rented the subject truck on 6/1/13.

RESPONSE: El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents. Subject to and without waiving the foregoing and General Objections, El Cheapo states that the person that rented the subject U-Haul truck to Reginald Morton was Roy Rahal, the manager of El Cheapo.

Respectfully submitted,

GALLIVAN, WHITE & BOYD, P.A.

BY: _____

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #7959)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

Columbia, South Carolina
February 4, 2014

p.3
w/ plaintiff's 8-15-15 letter to the defense in this case.

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, vs. (1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and (2) Roy Rahal, Defendants.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **DEFENDANTS STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7 and ROY RAHAL'S AMENDED NOTICE OF TAKING VIDEO DEPOSITION OF Odell Morton and Reginald Morton**

TO: ODELL MORTON AND REGINALD MORTON; CHARLES TAYLOR, *PRO SE* PLAINTIFF; AND BRIAN A. COMER, ESQUIRE:

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 30 and 32 of the South Carolina Rules of Civil Procedure, Defendants Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal, by and through their undersigned counsel, will take the video deposition of the individuals listed below, upon oral examination, before a Notary Public or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof.

DEPONENT: Odell Morton	DEPONENT: Reginald Morton
DATE: Friday, April 24, 2015	DATE: Friday, April 24, 2015
TIME: 10:00 a.m.	TIME: 11:30 a.m. or immediately following the deposition of Odell Morton
LOCATION: Oxon Hill Branch Library 6200 Oxon Hill Rd. Oxon, MD 20745 Conference Room	LOCATION: Oxon Hill Branch Library 6200 Oxon Hill Rd. Oxon, MD 20745 Conference Room

p.4
w/ plaintiff's 8-15-15 letter to the defense in this case.

3. Defendants object to the Requests for Production of Documents to the extent that the Requests exceed the scope of discovery permitted by the South Carolina Rules of Civil Procedure

4. The following responses are based upon information presently available to the Defendants and are made without prejudice to the rights of the Defendants to utilize subsequently discovered information.

Specific Responses

Subject to, and without waiving, the foregoing general objections, the Defendants set forth their specific responses and objections below.

RESPONSES

1. Specifically, as to defendant Reginald Morton, produce a photo copy of any valid driver's license from any State, he held as of 6/1/13.

RESPONSE: **Reginald Morton does not have a driver's license. His father, Odell Morton, signed for the truck rental and drove the truck.**

2. Specifically, as to defendant Dana Goins, produce a photo copy of any valid driver's license from any State, she held as of 6/1/13.

RESPONSE: **Counsel is unable to respond to this request at this time. Counsel will supplement its response at a later date.**

3. Any and all documentation surrounding the subject u-haul truck rental on 6/1/13 between Morton and/or Goins and (2nd) Defendant, El Cheapo.

RESPONSE: **Defendants Morton and Goins are not in possession of any documents responsive to this request at this time. If Defendants Morton and Goins locate any responsive documents, they will supplement this response at a later date.**

4. Any and all liability insurance information/documentation as to coverage of El Cheapo that maybe applicable to this civil action, arising out of their renting the subject U-Haul truck to Reginald Morton or Dana Goins without a valid driver's license from any State, including the State of Maryland as of 06/1/13.

RESPONSE: **Defendants object to this request as directed to Reginald Morton and Dana Goins on the grounds that the request is asking for documents that**

p.5
w/ plaintiff's 8-15-15 letter to the defense in this case.

To: Mr. Walter G. Newman, Esq. March 28, 2015
MEDIATOR
27 W. Calhoun Street
Sumter, S. C. 29150

From: Charles Taylor
PLAINTIFF
332 Myrtle Bch Hwy
Sumter, S. C. 29153 Re: Mediation Case No: 2013-CP-43-1808 / Taylor v. U-Haul, et al.

Dear Mr. Newman:

Just one more, (important), thing I forgot, (being not well), to include in the previous items-which is: That the attached (highlight yellow p.1-2) will show (by their own admissions) defendants knew drug dealer & bail jumper Reginald Morton did not possess a valid driver's license when they (defendants) rented him their U-Haul truck on 6-1-13 in violation of S. C. law p.3-4. I just wanted to make that very clear as I will do at--bifurcated trial if they want--for the stated maximum punitive damages.

Finally, notice (red underline p.1-2) that they are trying to switch planes in midflight to try and say Odell Morton, (Reginald Morton's father), was the one they rented their U-Haul truck to, (hence: the forgery re the 3-16-15 items), & that sick--bedridden--almost 90 yrs old--Odell Morton drove it from El Cheapo to--600 miles north on 6-1-13, & alleging he had a valid Maryland driver's license. Needless to say, you've seen w/ your own eyes in the previous items sent you 3-16-15, the evidence as to whom was the subject truck rented; by their own admissions-don't forget-it's paramount-p.6-7.

But just for good measure, I also have other ways to prove Odell Morton could not and did not have a valid driver's license from Maryland either, primarily--but not only--because he was living in and a resident of South Carolina from 6-1-13 back-p.5. (South Carolina law controls in this case p.3-4). But for the sake of an argument, let's give them the benefit of any doubt, & say Odell Morton did possess a valid Maryland driver's license; that proves nothing because, I can still prove, prima facie, *with their own words-admissions et al*, that defendants rented their truck to drug dealer & bail jumper Reginald Morton-whom defendants help forge Odell Morton's name in a drug deal on the truck rental documents on 6-1-13 to make it appear Odell rented it; & I don't believe a jury will be tooled one bit on this issue--but if so--it would be appealed to the South Carolina Court of Appeals, because under SC law-Odell Morton had no valid driver's license-regardless-period-*see*-p.3-5 attached.

One of the other ways, (document), to prove Reginald Morton was the truck renter-*see*-p.8 attached; (which proves they all--*defendants, R. Morton, O. Morton & U-Haul et al*--knew it and then conspired to conceal it, which concealment to be considered by jury in deciding punitive damages amount-*sc-15-32-510*.

Sincerely, Charles Taylor, Plaintiff
w/atmnts.

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309.)

RECEIVED
APR 0 2 2015
BY: 85666-1

Exhibit B-1

FILE ONE COPY WITH COURT FOR INFO. IN RECORD-CASE NO: 2013-CP-43-1808

RECORD

2015 APR -6 PM 3:51

JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Mr. James E. Brogdon, III., Esq.
Mr. Gray T. Culbreath, Esq.
P O Box 7368
Columbia, S. C. 29202

April 6, 2015

Courtesy Copy for Background
To: Mr. Walter G. Newman, Esq.

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Mr. Brogdon and Culbreath:

The address-*p1*-to Reginald & Odell Morton, appears a false version of one on-*p2*- to dodge in Maryland, SC law & bounty hunters-*p3*. I believe you're aware R. Morton giving false addresses before-**(including in affidavit)**. So double check their address-*p7*-for correctness & confirm in a reply. I'm going to use such to show a jury a pattern of Reginald Morton's lies etc. at trial; & later re: any perjury prosecution; which in SC. carries a penalty, if convicted, up to 10 years in State Penitentiary and same in Maryland-*p4 attached*; just in case Mortons don't know and no one will tell them because neither care-represent them-*p5 attached*; & no one may have told Reginald Morton et al., a similar penalty is carried for his forgery re-*p7-10 attached*.

Thus-I believe Reginald Morton--especially Odell Morton 90--shouldn't be led, just to benefit El Cheapo, into perjury in a MD. deposition--just as El Cheapo & Rahal weren't--you led them into the truth as your clients *p6 8 9 attached*-to avoid perjury charges. I believe ethics require the same for Mortons regardless-*p5 attached*; especially since & because your clients have already sworn the truth and all counsels knows it-*p6 8 9 10 & 4*; thus, in light of all things herein-herewith, I believe, Mortons' deposition is only to seek their perjury to the contrary of-*p6 8 9*-at their unwitting expense-*p4 5*-to benefit your clients-*p9*; if I'm correct-time will tell.

Remember the very 1st set of lawyers quit, because of drug dealer and bail jumper Reginald Morton's lies etc.-(not Odell-yet)-as 1st lawyers or any reasonable person could see-Reginald can't be believe-*p7 & 8 & p10 8 9*; & rather than perpetuate it-*p7*-& risk all that such could cost them, they decided it wasn't worth it & bowed out. In my opinion, they did, not only the right thing, but the smart thing, regardless to the amount of money they would've been paid to continue perpetuating such to the present & on.

Sincerely Yours,
Charles Taylor, Plaintiff; w/attached 10p.

cc: Jim Green
cc: Odell Morton
824 Maury Avenue
Oxon Hill, MD. 20745--Certified Mail-Return Receipt Requested.

Cc: Defendants' Counsels:

Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

April 14, 2015

To: The ATTORNEYS-FIRMS
LISTED BELOW BOTTOM

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153
cc: for background to:
Mr. Walter Newman, Esq.

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir/Madam:

In regards to my (*esp. April 6*) & April 9, 2015 letters to you, I hereby add this; that items attached to either and/or both of those correspondences, as well as others heretofore, would show that, by your signature on them or your knowledge of them, that you--your firm et al--knows drug dealer & bail-jumper Reginald Morton & not Odell Morton 90, rented the subject U-Haul truck & forged Odell Morton's name on the truck rental documents, etc., with your very own defendants' *admitted* knowledge, guidance, &/or help, etc., to make it appear as if though Odell Morton himself--had rented, signed, & drove, the subject U-Haul truck on 6-1-13.

Furthermore, because your own defendants above *has* ADMITTED IT TO YOU *in the very same items*,

& you then sign them pursuant to SCRCP 11. Thus I would kindly ask you--each--consider the implications of:

RULE: 3.3--CANDOR TOWARD THE TRIBUNAL & ALL SUB SECTIONS & SCRCP 11, ETC.;

and let me know thereafter if you your firm still plans to elicit that position from/in drug dealer and bail jumper Reginald Morton and almost 90 years old Odell Morton depositions, and then advocate that same position in court at trial, even though your very own defendants (clients above) have stated under oath to you to the contrary in the stated items--again--items that you then sign per SCRCP 11?

Please consider my 4-6-15 & 4-9-15 letters with attachments to you, as exhibits attached hereto-verbatim.

I await your decision--because the case may turn on this issue to some degree at trial--*esp.*--re punitive damages etc.

Sincerely Yours,

Charles Taylor,
Plaintiff;

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

RECEIVED
APR 16 2015
BY: 8566-1

April 22, 2015

To: The Attorneys
Below Bottom

cc: Mr. Walter G. Newman, Esq.
for background

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir/Madam:

As you know-*because*-you sign the answers-your clients-defendants above--to date-has told the truth p1-3, that drug dealer & bail jumper from South Carolina to Maryland where he still hides p4--Reginald Morton (defendants *OWN* expected witness to the contrary p4-5), was the one they rented their U-Haul truck to back on 6-1-13 p1-3, AND, the one who forged Odell Morton's name on the truck rental documents p2-3 with defendants' knowledge p2-3.

The purpose of this letter is to say, if your clients, as above stated, continues to be truthful *at trial* as well, then they need not worry about and can indeed disregard item #6 attached. SINCE YOU ARE REPRESENTING THEIR BEST INTEREST+CONSIDERING THE RULES—I COULD BE WRONG—BUT I BELIEVE THEREFORE, THAT YOU SHOULD MAKE SURE, THEY ARE DOUBLY AWARE OF THESE THINGS STATED—HEREIN! & THIS CORRESPONDENCE, W/ ATTACHMENTS, WILL PUT ALL THIS ON THE RECORD,

B-E-F-O-R-E-H-A-N-D! SO THAT IT CAN'T BE DENIED LATER.

Sincerely Yours,

Charles Taylor,
Plaintiff;
w/6pg attached

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

I am anxious to see—at trial—how you pit your own defendants' above p.1-3 attached (against) *your own witness-drug dealer & bail jumper Reginald Morton etc. p.4-5 attached?!* PERJURY HAS TO BE THE PLANNED RESULT *for some of them—see—p.6 attached.*
Also-see-applicable professional rules & SCRCP etc. et al related.

RECEIVED
APR 24 2015
BY:

May 1, 2015

To: Attorneys
Below Bottom

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir/Madam:

Please find herewith the reply to Defendants' Motion dated, April 29, 2015. I believe that I have answered all Defendants' questions put to me to date but if there is something still not clear, then I will clear it up at trial on cross examination, otherwise, they can forget it--ref--the reply enclosed. Defendants should consider the reply enclosed to--as an indication of how I'm prepared to systematically persuade the jury to see things my way against them, and especially, against drug dealer and bail jumper Reginald Morton & Odell Morton to, if need be; for a total jury verdict of up to the $100M!!;

GIVEN MY WORSEN-ING CONDITIONS CAUSED BY & DUE TO THEIR ACTIONS!!

Sincerely Yours,

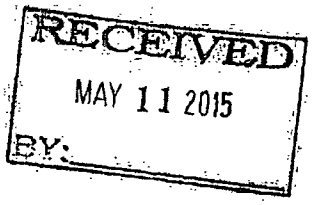
Charles Taylor,
Plaintiff
w/encs.

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

RECEIVED
MAY 06 2015
BY:

May 7, 2015

To: Mr. James E. Brogdon, III, Esq.
PO Box 7368
Columbia, S.C. 29151; and
To Other Attorneys Below Bottom



From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir / Madam:

In case it was not included in the subpoenas for Defendants; let this letter apprise them via you that; they--Roy Rahal / Stop "N" Save, Inc.. d/b/a El Cheapo Plus #7—are to bring to their deposition, a copy of any State and Federal Income Tax Returns for the years of 2014 back to 2010; because re the punitive damages, I'll have to prove to a jury, under the rules-under the law, that they can pay the mega punitive damages award that I will ask the jury to return a verdict for, just on the punitive damages alone; not a specific dollar amount but they will surely get the message that I mean huge!! Especially because of the actions of the drug dealer and bail jumper Reginald Morton.

Also, if there were any reservation of rights letters issued to them from anyone since this case began, they are to bring a copy of each such letter to their deposition.

Sincerely Yours,

Charles Taylor,
Plaintiff;

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

May 14, 2015

To: Mr. James E. Brogdon, III, Esq.
PO Box 7368
Columbia, S.C. 29202; and
To: The Attorneys Below-Bottom

RECEIVED
MAY 20 2015
BY:

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir / Madam:

As you very well know re: the 6-9-14 complaint as amended pursuant to permission from Judge Young; eagerly granted after learning at the 6-2-14 hearing in more details what the defendants had done & the health-IIED effects it caused; I'm still demanding the: $150,000.00 House Damages; $25,000,000.00+up to $100,000,000.00 IIED Damages; Plus up to the Maximum Punitive Damages.

I know that I do not have a chance of getting it all without a jury trial-June 8-12, 2015 court term. To avoid that inherent risk, I am willing to settle before 6-8-15 for the $150,000.00 House Damages (& I cannot compromise on that); & ½ of the $25,000,000.00; and I will give up on the remainder. It is either this or we can try the case come June 8-12, 2015, & I'm surely asking a jury for the top!

And if you think that is asking a bit too much, *see* exhibit A attached as but 1 example brought on me by Defendants w/ drug dealer & bail jumper Reginald Morton's IIED from 6-1-13 to present--*and see--Ford v. Hutson 276 S.C. 157, 162, 276, S.E.2d 776, 778-79 (1981)*

Sincerely Yours,

Charles Taylor,
Plaintiff;

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

April 20, 2015

To: The Attorneys
Below Bottom

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir/Madam:

Because I'm to sick to travel to Maryland at this time which you scheduled the depositions for, the enclosed (2) sealed brown envelopes are for your delivery, pursuant to SCRCP 30-c, to the officer presiding over the depositions of Reginald Morton and Odell Morton on 4-24-2015 in Maryland. The enclosed questions are to be propounded to each at their respective deposition by the officer, again, pursuant to SCRCP 30-c and all such recorded. As I'm sure you're aware by rule 30-c &/or as indicated on each envelope, these are to be delivered to the officer unopened.

Because I can't be there; by copy of the item attached, I'm registering for the record, my blanket objection-s to any & all things that you do that are not in accordance with the applicable rule-s, in connection with your deposing both Reginald & Odell Morton &/or otherwise dealing w/same.

Also, remember-that I am requesting their depositions be stenographical recorded also, & that I want a copy of both--transcribe as well as a video copy promptly thereafter to prepare for the May 4, 2015 trial and et al., per my previous correspondences.

Sincerely Yours,

Charles Taylor,
Plaintiff;
w/encs. 2 Sealed
Brown Envelopes

Cc: Defendants' Counsels:

Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

RECEIVED
APR 24 2015
BY:

Exhibit B-3

April 20, 2015

To: Sumter County
CLERK OF COURT
215 N. Harvin Street
Sumter, S. C. 29150

From: Charles Taylor
PLAINTIFF
332 Myrtle Bch Hwy
Sumter, S. C. 29153

RE: Civil Action Number: 2013-CP-43-1808

Dear Clerk:

Please clock 1 copy (the original) for the Court's file and return the other clocked copy to me in the self-addressed-stamped envelope. Thanks very much!

SINCERELY,

CHARLES TAYLOR
PLAINTIFF

w/2 copies enc.

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
)
PLAINTIFF)
VS.)
)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
)
(2). ROY RAHAL;)
DEFENDANTS)

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

NOTICE-TO-REGISTER
Plaintiff's Objections

To The Court; and The Law Firms of Gallivant, White & Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS HEREIN ABOVE;

(1).That because Defendants scheduled the Depositions of witnesses Reginald Morton, (a drug dealer and bail jumper from South Carolina), and Odell Morton, in Maryland; and

(2).That because such was scheduled where Plaintiff could not attend-because he's disable; and

(3).That indeed--because the Plaintiff is too sick to attend, and participate therein directly; and

(4).That the Plaintiff have submitted via deposing Defendants counsels pursuant to SCRCP 30c, questions to be delivered to the presiding officer to propound to Reginald & Odell Morton; and

(5).Thus the purpose of this NOTICE is to REGISTER Plaintiff's Blanket Objection-s to any and all things done by Defendant's/Counsels that are not in accordance with the S.C. applicable rules, *in connection with their deposing both Reginald and Odell Morton and/or their otherwise dealings with same,* (see-Copy April 20, 2015 letter attached to Defendants' Counsels).

RESPECTFULLY SUBMITTED;

CHARLES TAYLOR, PLAINTIFF
332 MYRTLE BEACH HIGHWAY
SUMTER, S.C. 29153
803-609-7990

Sumter, South Carolina
April 20, 2015

April 20, 2015

To: The Attorneys
Below Bottom

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir/Madam:

Because I'm to sick to travel to Maryland at this time which you scheduled the depositions for, the enclosed (2) sealed brown envelopes are for your delivery, pursuant to SCRCP 30-c, to the officer presiding over the depositions of Reginald Morton and Odell Morton on 4-24-2015 in Maryland. The enclosed questions are to be propounded to each at their respective deposition by the officer, again, pursuant to SCRCP 30-c and all such recorded. As I'm sure you're aware by rule 30-c &/or as indicated on each envelope, these are to be delivered to the officer unopened.

Because I can't be there, by copy of the item attached, I'm registering for the record, my blanket objection-s to any & all things that you do that are not in accordance with the applicable rule-s, in connection with your deposing both Reginald & Odell Morton &/or otherwise dealing w/same.

Also, remember-that I am requesting their depositions be stenographical recorded also, & that I want a copy of both--transcribe as well as a video copy promptly thereafter to prepare for the May 4, 2015 trial and et al., per my previous correspondences.

Sincerely Yours,

Charles Taylor,
Plaintiff;
w/encs. 2 Sealed
Brown Envelopes

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the Part(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: NOTICE-TO-REGISTER Plaintiff's Objections.

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.: (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

Respectfully Submitted;

Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

April 20, 2015

DO NOT OPEN!

Except by Presiding Officer
at: Reginald Morton's 4-24-15
Maryland Deposition (scrcp 30c)

DO NOT OPEN!
Except by Presiding Officer
At: Odell Worton's 4-24-15
Maryland Deposition (excp 30c)

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) C/A No: 2013-CP-43-1808
PLAINTIFF)
VS.) **Plaintiff Notice-Motion & Memorandum**
(1). STOP "N" SAVE, INC.) to not allow drug dealer-bail jumper
d/b/a) Reginald Morton & Odell Morton
El Cheapo Plus #7 and) **Video or Transcript Deposition**
(2). ROY RAHAL;) be used in this case for any reason
DEFENDANTS) as procured absentee witness for Rahal & Mohammad

ECORDED
2015 JUN 29 PM 4:03
JANET B. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

To The Court; and to The Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.) LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

Please take notice that undersigned Plaintiff, by this motion & memorandum, will move before the Presiding Judge of the 3rd Circuit on the 10th day after service hereof or as soon thereafter as he may be heard or at such time & place as may be set by the Court, for an order pursuant to SCRCP 30 & 32 & rules of evidence, to not allow drug dealer & bail jumper Reginald Morton & Odell Morton video deposition be used in this case for any reasons as witness for Defendants Stop "N" Save, Inc., d/b/a, El Cheapo Plus #7-(owner Zaher Mohammad)-and Roy Rahal. **That the reasons for this motion is based on the following grounds and backgrounds;**

(1).1st the background: disable Plaintiff's claim against defendants: Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 (owner Zaher Mohammad-hereinafter-"Mohammad") & (Roy Rahal-hereinafter-"Rahal"), both of Middle East Jordan, Syria, Palestine, ISIS; *uncertain as to which*; got together with, & rented a U-Haul Truck to, a third party, drug dealer and bail jumper Reginald Morton-p.4, w/ no driver's license, (violating SC criminal law sec 56-1-580 & 56-1-500 & 56-1-620 etc.), and assisted him in forging father's name (violating SC criminal law sec. 16-13-10 felony) on the U-Haul truck rental documents; (in a drug deal which trade now appears to have been international connecting to Middle East Jordan, Syria, Palestine, ISIS, etc.); which forgery was to make it appear as if though, almost 90 years old bed ridden prostrate cancer father-Odell Morton had rented the U-Haul truck; all beginning on 6-1-13 at Rahal & Mohammad's El Cheapo place; fronting as a so called gas/grocery/u-haul renting & whatever else-*drugs p.5*-they sold from there & may even be sleeper agents of ISIS or sympathizers etc-*at end p.3-&*

(2).That, drug dealer and bail jumper Reginald Morton; again--fresh out of jail on bail for having committed yet another crime; came with the illegally and unlawfully rented to him, U-Haul truck by drug peddler and manager of Mohammad's El Cheapo; came with said truck and intentionally damaged Plaintiff's rental house; seething mad etc. and looking for revenge because Plaintiff had the Hon. Judge Kristy F. Curtis evict them for non-rent payment, and for Reginald Morton's drug dealing & illegal gun running from Plaintiff's house rented him-& they all refuse compensation-repeatedly upon demand for all damages--in *6/9/14 amended complaint*--they're all liable for from their u-haul trk &;

(3).That thereafter, this suit obviously followed, as amended 6/9/14, ***TO*** **NOW THIS MOTION;** that Rahal and Mohammad, (after their first set of lawyers quit them for perjuring), they then hired their present set of Attorneys--atop p.1 above--who they sent on 5-24-15 to Baltimore, Maryland where their drug dealer Reginald Morton had jumped bail to, & was hiding out there, from South Carolina law & bail bondsman after 6-1-13; to go to Reginald Morton and video deposition him, to be played in court, (because he cannot come here in person), in this case as their-(Rahal and Mohammad's) defense witness; which the Attorneys did as per their clients Rahal & Mohammad; but

(4).That SCRCP 30c says in pertinent part: ***"in lieu of participating in the oral examination, parties may serve written questions in a sealed envelope on the party taking the deposition and he shall then transmit them to the officer, who shall propound them to the witness and record the answer verbatim".*** Plaintiff did this--serving same to Rahal and Mohammad's counsels, (again--atop p.1), by certified and regular mail on 4/21/15, and that they refused to accept or signed for the mail 4-22 & 4-23-15; so as to--in effect, prevent Plaintiff from cross examination of drug dealer and bail jumper Reginald Morton & Odell Morton, w/the aim of video playing, *with no cross examination*, their deposition in court as defense witness for Rahal & Mohammad-to avoid the damages in p7 in the 6/9/14 amended complaint-&

(5).That they violated too—SCRCP 32(a)(3)(B) (relevant part: depo may be use) "*unless it appears that the absence of the witness was procured by the party* (Rahal & Mohammad here) *offering the deposition*"; & here it's obviously & effectively the case; a drug dealer & bail jumper Reginald & Odell Morton depositions cannot be so used in this case, for any reason /said reason-s; *see: State v. Short, 332 N.C. 783, 791 (1988) (quoting Citizens Bank & Trust v. Reid Motor Co., 216 N.C. 432, 434 (1939)*; the N. C. Supreme Court recognizing that the right to cross-examine is, "absolute and not merely a privilege," and, *that its denial is, "prejudicial and fatal err."*

For said reasons, Plaintiff move the court to rule such video depositions can't be used in this case.

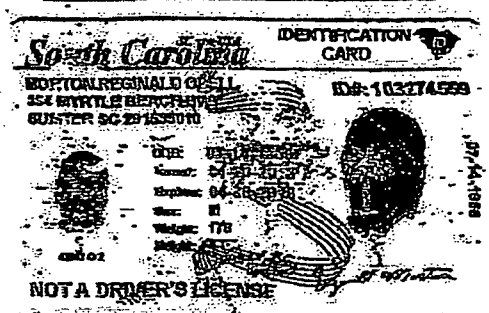
Respectfully Submitted;

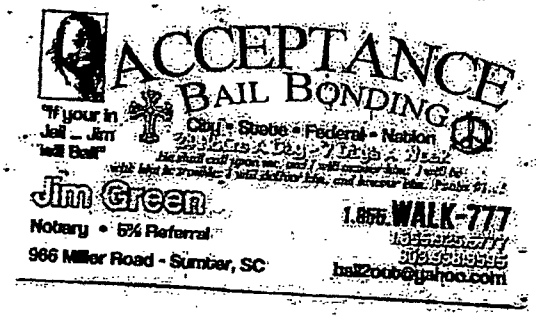
CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 (609-7990)

Sumter, South Carolina
June 29, 2015

Note: That there are some red flags that, I believe, may indicate Mohammad & Rahal are potentially involved in terrorism, in some manner; (1).such red flag as Rahal saying in deposition that he quit his job recently at Mohammad's store; (2).such as their breaking SC criminal law as in para. 1 on p.1; (3).their admitted travels back and forth to middle east Jordan, Syria, Palestine, ISIS areas etc, & (4).sending money there; (5).the fact that no one seem to know where drug dealer and bail jumper Reginald Morton is hiding out at, somewhere up there in Baltimore, while Rahal & Mohammad Lawyers, atop p.1, had no problem locating him for his video deposition they want to use at trial, while keeping him safely hidden away from SC law & bail bondsman and; (6).the fact that every address given for Reginald Morton, including latest one by the deposing Attorneys, were false addresses; & (7).that there has been perjury etc. since this case begin 10-9-13 until Rahal admitted it in his 6-2-15 deposition which plaintiff is awaiting a copy—to attach the proof to a report to the local prosecutor's office, for prosecution for—(see—pages 6—7 attached); with a copy to the authorities at Homeland Security in Washington, DC. &; (8).that their Attorneys, (have been advise as in p.8), & (9).that Plaintiff could go on about the parties conduct that raises alarm—as Plaintiff believe it's ones duty that, if you see-know something, to say something; to put protection of our great country above a mere law suit-& their Attorneys want to keep it all quiet because they're being well paid to represent Rahal-Mohammad.

Reginald Morton,





The ones wanting to get their hands on Reginald Morton. He was bailed out of jail, got that u-haul truck w/no license, damaged plaintiff's house-property as stated; mad because they were being evicted;



CRIMINAL INVESTIGATOR

Sumter County Sheriff's Office
107 East Hampton Avenue
Sumter, South Carolina 29150

Office: (803) 436-2012
Cell: (803) 983-4776
tmays@sumtercountysc.org

PLAINTIFF'S ITEM #36
re: Defendants Roy Rahal / Ei Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

w/ plaintiff's 6/29/15 motion P.4

Loaded their stuff & jumped bail from SC to Maryland

Morton wasn't to leave SC while out on bail for committing another crime

PLAINTIFF'S AFFIDAVIT
Re: c/a no: 2013-CP-43-1808

Personally appeared before me, having been duly sworn, Charles Taylor (Plaintiff) deposes and avers as follows:

That Reginald Morton, just fresh out of jail on bail for committing another crime, did got together with defendants--who then rented him their u-haul truck in a drug deal;

[because Reginald Morton--mad and high on pot / drugs etc.--said as much to plaintiff when he screamed in horror & outrage at Morton's atrocious conduct for intentionally hitting his house; how did you get that truck?!! to which he; high on whatever & angry; replied by swiping his hand across his nose; sniffing it to indicated--a drug deal--saying "it'll get you what you want"--in a spiteful manner to plaintiff, who already saw Morton's conduct was extreme, outrageous, reckless, intentional, malicious, egregious, etc., with the intent to do maximum harm, (get even for being evicted for non-rent payment and his drug dealing), to intentionally inflict severe emotional and physical distress & all other extreme harm on the disable plaintiff--again mad--for being evicted];

and a $300 + fee to defendants; for which truck Reginald Morton proceeded to do said damages to plaintiff's rental house, after which, drug dealer and license less Reginald Morton then jumped bail this time from S.C. to Maryland, with the same u-haul truck on 6-1-13; w/the bail bondsman and Sumter Co. Sheriff's Office looking for him and leaving their cards below with plaintiff to call them if Reginald Morton shows back up or that if his location is know; which plaintiff will thus do.

FURTHER AFFIANT SAYS NOT.

Charles Taylor

SWORN TO BEFORE ME THIS

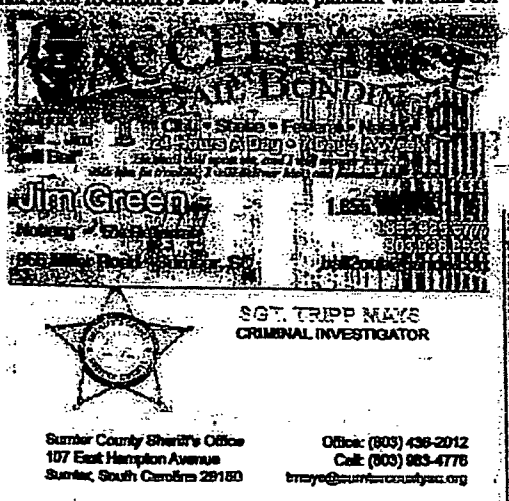
17th Day of FEBRUARY 2014

Notary Public for South Carolina

MY COMMISSION EXPIRES:

July 26 2017

PLAINTIFF'S ITEM #21
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808



w/ plaintiff's 6/29/15 motion

p.5

April 21, 2015

Attorney General's Office
State of South Carolina
Post Office Box 11549
Columbia, S. C. 29211

Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Question

Dear Sir or Madam:

My simple question, for now, is what prosecutor's office will have jurisdiction / authority to investigate and prosecute;

(1).Forgery
(3).Conspiracy to Commit Forgery
(3).Civil Perjury

Committed in Sumter County South Carolina?.

Sincerely,

Charles Taylor
Cet/jdr

p.6
w/ plaintiff's 6/29/15 motion

ALAN WILSON
ATTORNEY GENERAL

April 22, 2015

Mr. Charles Taylor
332 Myrtle Beach Hwy
Sumter, SC 29153

Dear Mr. Taylor:

Thank you for contacting the South Carolina Attorney General's Office. Your correspondence is very important to us however, your complaint was reviewed and it was concluded that this does not fall within the purview of our office.

However, this matter is most appropriately handled by your local law enforcement agency.

We hope you are able to resolve your issue with this information.

Respectfully,

Winifred Rodgers
Constituent Services Coordinator
803.737.3953
info@scag.gov
Rembert C. Dennis Bldg.
1000 Assembly Street
Columbia, SC 29201
www.scag.gov

p.7
w/ plaintiff's 6/29/15 motion

June 22, 2015

To: All Attorneys
Below on Bottom

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. U-Haul, et al.

Dear Sir/Madam:

This letter is to ask that you take a closer look at your Defendants Roy Rahal of Middle East Jordan/Syrian/Palestinian, and Zaher Mohammad--the owner of Stop 'N' Save, Inc., d/b/a El Cheapo Plus; and their families and all their Middle Eastern connections, as it preliminarily appears, that they are not who they appears to be. I will want to question them further, in deposition as to their drug connections etc; to be sure, before I go to the authorities at Homeland Security, as I believe US. Federal Law requires of me--if I see/know something; to say something.

Sincerely Yours,

Charles Taylor
Plaintiff.

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III, Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

p.8
w/ plaintiff's 6/29/15 motion

RECORDED
2015 JUN 29 PM 4:03
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff notice and motion and memorandum to not allow drug dealer and bail jumper Reginald Morton and Odell Morton video depositions be used in this case for any reason (as procured absentee witness for Rahal and Mohammad).

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.: (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Penwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

Respectfully;

Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

June 29, 2015

June 30, 2015

Sumter County SC Solicitor's Office
215 North Harvin Street
Sumter, South Carolina 29150

Charles Taylor
332 Myrtle Bch Hwy
Sumter, SC. 29153

Dear Solicitor:

Within the attached document, in the interim, I believe you will see the breaking of S.C. criminal law(s). After I have received the deposition transcript, that have been ordered and is being waited upon, I will detail to your office a more precise, itemize listing-with the proof attached, as to who broke what law, when, where, how, etc. for your review for criminal prosecution.

Sincerely,

Charles Taylor
w/ 1 10 P. Doc. Enc.

June 22, 2015

To: All Attorneys
Below on Bottom

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. U-Haul, et al.

Dear Sir/Madam:

This letter is to ask that you take a closer look at your Defendants Roy Rahal of Middle East Jordan/Syrian/Palestinian, and Zaher Mohammad--the owner of Stop "N" Save, Inc., d/b/a El Cheapo Plus; and their families and all their Middle Eastern connections, as it preliminarily appears, that they are not who they appears to be. I will want to question them further, in deposition as to their drug connections etc; to be sure, before I go to the authorities at Homeland Security, as I believe US Federal Law requires of me--if I see/know something, to say something.

Sincerely Yours,

Charles Taylor,
Plaintiff;

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

p.7
w/ plaintiff's 6-25-15 notice to corporate defendant for their video deposition

Exhibit B-4

June 23, 2015

Mr. Walter G. Newman, Esq.
Mediator
P O Box 549
Sumter, S.C. 29150

RECEIVED
JUN 29 2015
BY:

Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

Re: Mediating (Charles Taylor vs. U-Haul Corporation, et al. C-A-No: 2013-CP-43-1808)

Dear Mr. Newman:

Because you are the court appointed mediator in this case, therefore I believe you will eventually mediate this case, no matter the Defendants' stalling tactics. Accordingly, this is just to keep you moderately informed, so when that time comes, ultimately, we will not have to start from scratch.

By the way, depositions by me of Defendant Rahal, and, they of me-concluded 6-2-15 as planned; and Rahal got cold feet, and finally, admitted it all, in videotaped deposition; among other things, essentially, that their claimed defense from beginning of case 10-9-13 to 6-2-15, was and is-**a LIE!**

ALL THE WHILE THEIR SEVERE IIED (2nd cause of action in 6-9-14 amended complaint) CONTINUED TO WORSEN MY IIED INDUCED BACK CANCER & HEART CONDITION etc-EXAMPLES ATTACHED.

Further, there is cause to believe, while their Attorneys stall for time, Rahal &/or Mohammad may be preparing to flee the country back to the Middle East to—Jordan, Palestine, Syria, ISIS? It is unknown which except maybe by their Attorneys.

Sincerely and Kindly,

Charles Taylor
Plaintiff
w/attachments

Cc: All Defendants' Counsels

Exhibit B-5

June 23, 2015

To: All Attorneys
Below on Bottom

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. U-Haul, et al.

Dear Sir/Madam:

To the questions in the 1st letter attached, the 2nd letter attached—had informed me that it is the local authorities (prosecutor) who most appropriately handles such felonies, I assume to include suborning perjury etc., as well.

But in light of the third letter attached, I believe it may be appropriate to ask them to reconsider such, and/or Homeland Security.

Sincerely Yours,

Charles Taylor
Plaintiff;
w/attachments

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

RECEIVED
AUG 04 2015
BY: 8566-1

Exhibit B-6

RULE 3.3: CANDOR TOWARD THE TRIBUNAL

a) A lawyer shall not knowingly:

(1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal. A lawyer may refuse to offer evidence, other than the testimony of a defendant in a criminal matter, that the lawyer reasonably believes is false.

b) A lawyer who represents a client in an adjudicative proceeding and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.

c) The duties stated in paragraphs (a) and (b) apply when the lawyer is representing a client before a tribunal as well as in an ancillary proceeding conducted pursuant to the tribunal's adjudicative authority, such as a deposition. These duties continue to the conclusion of the proceeding, and apply even if compliance requires disclosure of information otherwise protected by Rule 1.6.

d) In an ex parte proceeding, a lawyer shall inform the tribunal of all material facts known to the lawyer that will enable the tribunal to make an informed decision, whether or not the facts are adverse.

Comment

1] This Rule governs the conduct of a lawyer who is representing a client in the proceedings of a tribunal. See Rule 1.0(n) for the definition of "tribunal." It also applies when the lawyer is representing a client in an ancillary proceeding conducted pursuant to the tribunal's adjudicative authority, such as a deposition. Thus, for example, paragraph (a)(3) requires a lawyer to take reasonable remedial measures if the lawyer comes to know that a client who is testifying in a deposition has offered evidence that is false.

2] This Rule sets forth the special duties of lawyers as officers of the court to avoid conduct that undermines the integrity of the adjudicative process. A lawyer acting as an advocate in an adjudicative proceeding has an obligation to present the client's case with persuasive force. Performance of that duty while maintaining confidences of the client, however, is qualified by the advocate's duty of candor to the tribunal. Consequently, although a lawyer in an adversary proceeding is not required to present an impartial exposition of the law or to vouch for the evidence submitted in a cause, the lawyer must not allow the tribunal to be misled by false statements of law or fact or evidence that the lawyer knows to be false.

Representations by a Lawyer

3] An advocate is responsible for pleadings and other documents prepared for litigation, but is usually not required to have personal knowledge of matters asserted therein, for litigation documents ordinarily present assertions by the client, or by someone on the client's behalf, and not assertions by the lawyer. Compare Rule 3.1. However, an assertion purporting to be on the lawyer's own knowledge, as in an affidavit by the lawyer or in a statement in open court, may properly be made only when the lawyer knows the assertion is true or believes it to be true on the basis of a reasonably diligent inquiry. There are circumstances where failure to make a disclosure is the equivalent of an affirmative misrepresentation. The obligation prescribed in Rule 1.2(d) not to counsel a client to commit or assist the client in committing a fraud applies in litigation. Regarding compliance with Rule 1.2(d), see the Comment to that Rule. See also the Comment to Rule 8.4(b).

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

IN THE COURT OF COMMON PLEAS
3RD JUDICIAL CIRCUIT

RECORDED
2015 JUN 29 PM 4:03

CASE NO: 2013 -CP- 43 -1808

CHARLES TAYLOR)
Plaintiff,)
vs.)
Stop "N" Save, Inc. d/b/a)
El Cheapo Plus #7 & Roy Rahal)
Defendant.)

JANICE D. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney: Charles Taylor, Bar No. Pro Se	Defendant's Attorney: Gray Culbreath et al, Bar No 11907
Address: 332 Myrtle Bch Hwy Sumt SC 29153	Address: PO Box 7368 Cola SC 29202
Phone: 803-609-7990 Fax	Phone: 724-1850 Fax 779-1767
E-mail: ogcards@aol.com	E-mail: gculbreath@GWBlawfirm.com

☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: To not allow deposition use re. SCRCP 30 & 32 et al.
Estimated Time Needed: 15 min. Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff / ☐ Defendant June 29, 20 15
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter:
- ☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE
Date: , 20

CLERK'S VERIFICATION

Collected by: Date Filed: , 20

☐ MOTION FEE COLLECTED: $
☐ CONTESTED – AMOUNT DUE: $

SCCA 233 (11/2003)

Exhibit B-7.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) C/A No: 2013-CP-43-1808
PLAINTIFF)
VS.) Plaintiff Notice-Motion & Memorandum
(1). STOP "N" SAVE, INC.) to not allow drug dealer-bail jumper
d/b/a) Reginald Morton & Odell Morton
El Cheapo Plus #7 and) Video or Transcript Deposition
(2). ROY RAHAL;) be used in this case for any reason
DEFENDANTS) as procured absentee witness for Rahal & Mohammad

RECORDED
2015 JUN 29 PM 4:03
JAMES L. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

To The Court; and to The Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

Please take notice that undersigned Plaintiff, by this motion & memorandum, will move before the Presiding Judge of the 3rd Circuit on the 10th day after service hereof or as soon thereafter as he may be heard or at such time & place as may be set by the Court, for an order pursuant to SCRCP 30 & 32 & rules of evidence, to not allow drug dealer & bail jumper Reginald Morton & Odell Morton video deposition be used in this case for any reasons as witness for Defendants Stop "N" Save, Inc., d/b/a, El Cheapo Plus #7-(owner Zaher Mohammad)-and Roy Rahal.
That the reasons for this motion is based on the following grounds and backgrounds:

(1).1st the background: disable Plaintiff's claim against defendants: Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 (owner Zaher Mohammad-hereinafter-"Mohammad") & (Roy Rahal-hereinafter-"Rahal"), both of Middle East Jordan, Syria, Palestine, ISIS; *uncertain as to which*; got together with, & rented a U-Haul Truck to, a third party, drug dealer and bail jumper Reginald Morton-p.4, w/ no driver's license, (violating SC criminal law sec 56-1-580 & 56-1-500 & 56-1-620 etc.), and assisted him in forging father's name (violating SC criminal law sec. 16-13-10 felony) on the U-Haul truck rental documents; (in a drug deal which trade now appears to have been international connecting to Middle East Jordan, Syria, Palestine, ISIS, etc.); which forgery was to make it appear as if though, almost 90 years old bed ridden prostrate cancer father-Odell Morton had rented the U-Haul truck; all beginning on 6-1-13 at Rahal & Mohammad's El Cheapo place; fronting as a so called gas/grocery/u-haul renting & whatever else-*drugs p.5*-they sold from there & may even be sleeper agents of ISIS or sympathizers etc-*at end p.3*-&

(2).That, drug dealer and bail jumper Reginald Morton; again—fresh out of jail on bail for having committed yet another crime; came with the illegally and unlawfully rented to him, U-Haul truck by drug peddler and manager of Mohammad's El Cheapo; came with said truck and intentionally damaged Plaintiff's rental house; seething mad etc. and looking for revenge because Plaintiff had the Hon. Judge Kristy F. Curtis evict them for non-rent payment, and for Reginald Morton's drug dealing & illegal gun running from Plaintiff's house rented him-& they all refuse compensation-repeatedly upon demand for all damages—in *6/9/14 amended complaint*—they're all liable for from their u-haul trk &;

(3).That thereafter, this suit obviously followed, as amended 6/9/14, ***TO*** **NOW THIS MOTION;** that Rahal and Mohammad, (after their first set of lawyers quit them for perjuring), they then hired their present set of Attorneys—atop p.1 above—who they sent on 5-24-15 to Baltimore, Maryland where their drug dealer Reginald Morton had jumped bail to, & was hiding out there, from South Carolina law & bail bondsman after 6-1-13; to go to Reginald Morton and video deposition him, to be played in court, (because he cannot come here in person), in this case as their-(Rahal and Mohammad's) defense witness; which the Attorneys did as per their clients Rahal & Mohammad; but

(4).**That SCRCP 30c says in pertinent part:** ***"in lieu of participating in the oral examination, parties may serve written questions in a sealed envelope on the party taking the deposition and he shall then transmit them to the officer, who shall propound them to the witness and record the answer verbatim".*** Plaintiff did this—serving same to Rahal and Mohammad's counsels, (again—atop p.1), by certified and regular mail on 4/21/15, and that they refused to accept or signed for the mail 4-22 & 4-23-15; so as to—in effect, prevent Plaintiff from cross examination of drug dealer and bail jumper Reginald Morton & Odell Morton, w/the aim of video playing, *with no cross examination*, their deposition in court as defense witness for Rahal & Mohammad-to avoid the damages in p7 in the 6/9/14 amended complaint-&

(5).That they violated too--SCRCP 32(a)(3)(B) (relevant part: depo may be use) "*unless it appears that the absence of the witness was procured by the party (Rahal & Mohammad here) offering the deposition*"; & here it's obviously & effectively the case; & drug dealer & bail jumper Reginald & Odell Morton depositions cannot be so used in this case, for any reason /said reason-s; see: *State v. Short, 332 N.C. 783, 791 (1988) (quoting Citizens Bank & Trust v. Reid Motor Co., 216 N.C. 432, 434 (1939)*; the N. C. Supreme Court recognizing that the right to cross-examine is, "absolute and not merely a privilege," and, *that its denial is, "prejudicial and fatal err."*

For said reasons, Plaintiff move the court to rule such video depositions can't be used in this case.

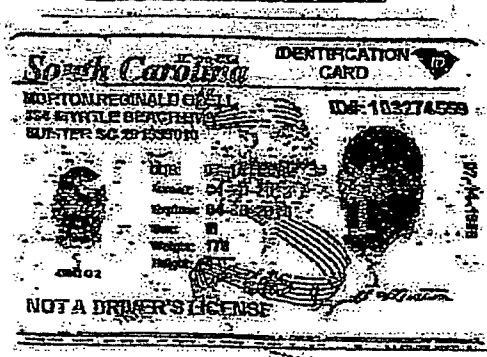
Respectfully Submitted;

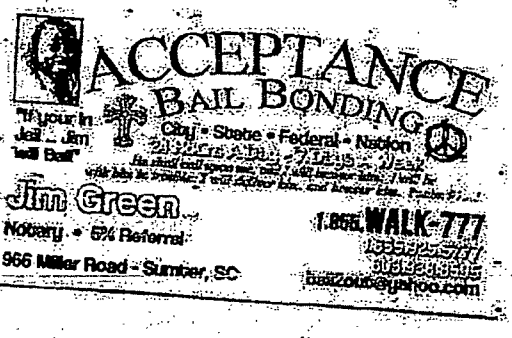
CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 (609-7990)

Sumter, South Carolina
June 29, 2015

Note: That there are some red flags that, I believe, may indicate Mohammad & Rahal are potentially involved in terrorism, in some manner; (1).such red flag as Rahal saying in deposition that he quit his job recently at Mohammad's store; (2).such as their breaking SC criminal law as in para. 1 on p.1; (3).their admitted travels back and forth to middle east Jordan, Syria, Palestine, ISIS areas etc, & (4).sending money there; (5).the fact that no one seem to know where drug dealer and bail jumper Reginald Morton is hiding out at, somewhere up there in Baltimore, while Rahal & Mohammad Lawyers, atop p.1, had no problem locating him for his video deposition they want to use at trial, while keeping him safely hidden away from SC law & bail bondsman and; (6).the fact that every address given for Reginald Morton, including latest one by the deposing Attorneys, were false addresses; & (7).that there has been perjury etc. since this case begin 10-9-13 until Rahal admitted it in his 6-2-15 deposition-which plaintiff is awaiting a copy--to attach the proof to a report to the local prosecutor's office, for prosecution for--(see--pages 6--7 attached); with a copy to the authorities at Homeland Security in Washington, DC. &. (8).that their Attorneys, (have been advise as in p.8). & (9).that Plaintiff could go on about the parties conduct that raises alarm--as Plaintiff believe it's ones duty that; If you see-know something, to say something; to put protection of our great country above a mere law suit-& their Attorneys want to keep it all quiet because they're being well paid to represent Rahal-Mohammad.

Reginald Morton,





The ones wanting to get their hands on Reginald Morton. He was bailed out of jail, got that u-haul truck w/no license, damaged plaintiff's house property as stated; mad because they were being evicted.



CRIMINAL INVESTIGATOR

Sumter County Sheriff's Office
107 East Hampton Avenue
Sumter, South Carolina 29150

Office: (803) 438-2012
Cell: (803) 983-4776
lmays@sumtercountysc.org

PLAINTIFF'S ITEM #36
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

w/ plaintiff's 6/29/15 motion p.4

Loaded their stuff & jumped bail from SC to Maryland

Morton wasn't to leave SC while out on bail for committing another crime

PLAINTIFF'S AFFIDAVIT
Re: c/a no: 2013-CP-43-1808

Personally appeared before me, having been duly sworn, Charles Taylor (Plaintiff) deposes and avers as follows:

That Reginald Morton, just fresh out of jail on bail for committing another crime, did got together with defendants--who then rented him their u-haul truck in a drug deal;

[because Reginald Morton--mad and high on pot / drugs etc.,--said as much to plaintiff when he screamed in horror & outrage at Morton's atrocious conduct for intentionally hitting his house; how did you get that truck?!! to which he; high on whatever & angry; replied by swiping his hand across his nose; sniffing it to indicated--a drug deal--saying "it'll get you what you want"--in a spiteful manner to plaintiff, who already saw Morton's conduct was extreme, outrageous, reckless, intentional, malicious, egregious, etc., with the intent to do maximum harm. (get even for being evicted for non-rent payment and his drug dealing), to intentionally inflict severe emotional and physical distress & all other extreme harm on the disable plaintiff--again mad--for being evicted];

and a $300 + fee to defendants; for which truck Reginald Morton proceeded to do said damages to plaintiff's rental house, after which, drug dealer and license less Reginald Morton then jumped bail this time from S.C. to Maryland, with the same u-haul truck on 6-1-13; w/the bail bondsman and Sumter Co. Sheriff's Office looking for him and leaving their cards below with plaintiff to call them if Reginald Morton shows back up or that if his location is know; which plaintiff will thus do.

FURTHER AFFIANT SAYS NOT.

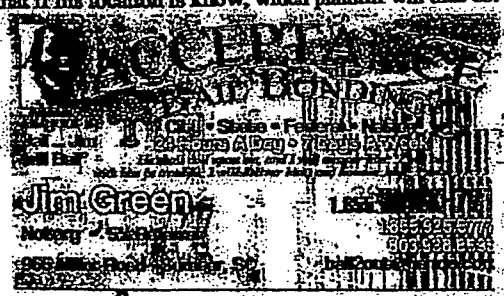
Charles Taylor

SWORN TO BEFORE ME THIS

12th Day of FEBRUARY 2014

Notary Public for South Carolina
MY COMMISSION EXPIRES:
July 26, 2017

PLAINTIFF'S ITEM #21
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808





SGT. TRIPP MAYS
CRIMINAL INVESTIGATOR

Sumter County Sheriff's Office
107 East Hampton Avenue
Sumter, South Carolina 29150

Office: (803) 436-2012
Cell: (803) 983-4778

w/ plaintiff's 6/29/15 motion

p.5

April 21, 2015

Attorney General's Office
State of South Carolina
Post Office Box 11549
Columbia, S. C. 29211

Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re; Question

Dear Sir or Madam:

My simple question, for now, is what prosecutor's office will have jurisdiction / authority to investigate and prosecute;

(1).Forgery
(3).Conspiracy to Commit Forgery
(3).Civil Perjury

~~Committed in Sumter County South Carolina?.~~

Sincerely,

Charles Taylor
Cet/jdr

p.6
w/ plaintiff's 6/29/15 motion

ALAN WILSON
ATTORNEY GENERAL

April 22, 2015

Mr. Charles Taylor
332 Myrtle Beach Hwy
Sumter, SC 29153

Dear Mr. Taylor:

Thank you for contacting the South Carolina Attorney General's Office. Your correspondence is very important to us however, your complaint was reviewed and it was concluded that this does not fall within the purview of our office.

However, this matter is most appropriately handled by your local law enforcement agency.

We hope you are able to resolve your issue with this information.

Respectfully,

Winifred Rodgers
Constituent Services Coordinator
803.737.3953
info@scag.gov
Rembert C. Dennis Bldg.
1000 Assembly Street
Columbia, SC 29201
www.scag.gov

p.7
w/ plaintiff's 6/29/15 motion

June 22, 2015

To: All Attorneys
Below on Bottom

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. U-Haul, et al.

Dear Sir/Madam:

This letter is to ask that you take a closer look at your Defendants Roy Rahal of Middle East Jordan/Syrian/Palestinian, and Zaher Mohammad—the owner of Stop "N" Save, Inc., d/b/a El Cheapo Plus; and their families and all their Middle Eastern connections, as it preliminarily appears, that they are not who they appears to be. I will want to question them further, in deposition as to their drug connections etc; to be sure, before I go to the authorities at Homeland Security, as I believe US. Federal Law requires of me–if I see/know something; to say something.

Sincerely Yours,

Charles Taylor,
Plaintiff,

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

p.8
w/ plaintiff's 6/29/15 motion

RECORDED
2015 JUN 29 PM 4:08
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff notice and motion and memorandum to not allow drug dealer and bail jumper Reginald Morton and Odell Morton video depositions be used in this case for any reason (as procured absentee witness for Rahal and Mohammad).

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.: (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

Respectfully;

Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

June 29, 2015

June 30, 2015

Sumter County SC Solicitor's Office
215 North Harvin Street
Sumter, South Carolina 29150

Charles Taylor
332 Myrtle Bch Hwy
Sumter, SC. 29153

Dear Solicitor:

Within the attached document, in the interim, I believe you will see the breaking of S.C. criminal law(s). After I have received the deposition transcript, that have been ordered and is being waited upon, I will detail to your office a more precise, itemize listing with the proof attached, as to who broke what law, when, where, how, etc. for your review for criminal prosecution.

Sincerely,

Charles Taylor
w/ 1 10 P. Doc. Enc.

June 30, 2015

The Honorable Jeh Johnson
Secretary of Homeland Security
Washington, D.C. 20528

Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

RE: SUSPICION OF POSSIBLE SLEEPER TERRORISM AGENTS-FAMILIES-ETC.

Dear Sir:

Because I have the address above, this letter is directed there and I trust that it will be forwarded to the proper contact person who may look into such matters as can easily be, gleaned, from the enclosed document. With a reply from a contact person I will further & more specifically detail the matter, after receiving the ordered deposition transcript that is being waited on re date above.

That this was prompted by the campaign that: *If you see-know something-to say something.*

Sincerely,

Charles Taylor
w/1 10 p. Document

RECEIVED
JUL 06 2015
BY: 856-1

Exhibit B-8

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEA
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) C/A No: 2013-CP-43-1808
PLAINTIFF)
vs.)
(1). STOP "N" SAVE, INC.) **Plaintiff's Notice 9-9-15 to the Court**
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
DEFENDANTS)

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS-REPRESENTING DEFENDANTS ABOVE

Plaintiff's Notice 9-9-15 to the Court:

(1).That Defendants failed to appear 1st time, for their deposition-*notice of failure filed 8-14-15 to this court*;

(2).That for 2nd time, Defendants failed to appear for their properly notice deposition-p.1-5 attached;

(3).That Defendant Rahal, who was to reconvene & conclude his deposition & give one as 30(b)(6) spokesman for the corporation-*all total 8am to 10am*, may have fled this jurisdiction-Plaintiff believe, and thus can't be produced, *hence* the reason for the repeated failure to be produced for the stated purposes;

(4).That in any case, Plaintiff asks this court to consider that all discovery, including depositions, properly ended 9-11-15 per this court's 7-8-15 scheduling order, and Plaintiff's further asks that no more be ordered, so that the case stay on scheduling order for summary hearing 10-14-15 & trial etc.

(5).Alternative-that all Plaintiff's other pending motion be heard before deciding further discovery-if at all.

Respectfully Submitted;

By: Charles Taylor, Plaintiff Pro-Se
332 Myrtle Bch Hwy-Sumter SC. 29153—609-7990

Sumter, South Carolina
September 9, 2015

Note: That after Defendant Rahal was not produced for their short 8am to 10am deposition, Plaintiff gave the defense until 10am to produce Rahal to go forward at that time. Plaintiff returned at 10am but Rahal was not produced and the defense indicated he would not be produced and of course Plaintiff then left as he (sick) saw no reason to conclude his deposition to Rahal when Rahal refused to do same as scheduled.

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
PLAINTIFF)
VS.)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
DEFENDANT)

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

Plaintiff's 2nd Notice of Reconvening Deposition of Defendant Roy Rahal by 7-8-15 Court Order

To the Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

YOU WILL PLEASE TAKE NOTICE that pursuant to applicable SCRCP & the Court Order of 7-8-15; Plaintiff will reconvene the taking of Defendant Roy Rahal's deposition as below indicated:

DEPONENT:	Roy Rahal
DATE:	Wednesday, September 9, 2015
TIME:	8:00 am
LOCATION:	Old Sumter County Courthouse Rm 209 141 N. Main St. Sumter SC. 29150

The witness is commanded to produce, before above deposition date, all things previously demanded but not yet provided, to include any and all exhibits or other documents which may be used in the trial of this case by the defense. Defendant Roy Rahal, will be questioned, as to any and all matters, within his knowledge relevant to the subject case. You are hereby notified to appear and take part as you may deem advisable-fit & proper-in accordance with SCRCP & 7-1-15 stat. conf. & 7-8-15 court order.

Respectfully Submitted;

CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 609-7990

Sumter, South Carolina
August 13, 2015

p.1
w/ notice 9-9-15 to the court

ROA
p.470

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff's 2nd notice of reconvening deposition of Defendant Roy Rahal by 7-8-15 Court Order.

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.: (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

Respectfully Submitted;

Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

August 13, 2015

p.2
w/ notice 9-9-15 to the court

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
)
PLAINTIFF)
VS.)
)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
DEFENDANT)

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

Plaintiff's 2nd Notice to Depose 30(b)(6) witness
Roy Rahal
for corporate el cheapo re 7-8-15 court order

To the Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

YOU WILL PLEASE TAKE NOTICE that pursuant to applicable SCRCP & the Court Order of 7-8-15; Plaintiff will depose 30(b)(6) witness Roy Rahal for Corporate El Cheapo as below indicated:

DEPONENT:	Defendant Roy Rahal for Corporate Defendant Stop N Save, inc./El Cheapo
DATE:	Wednesday, September 9, 2015
TIME:	8:00 am
LOCATION:	Old Sumter County Courthouse Rm 209 141 N. Main St. Sumter SC. 29150

The witness is commanded to produce, before above deposition date, all things previously demanded but not yet provided, to include any and all exhibits or other documents which may be used in the trial of this case by the defense. Roy Rahal 30(b)(6) witness-will be questioned on specific topics-*see*-attached, which may be relevant to the subject case. You are hereby notified to appear and take part as you may deem advisable-fit & proper-in accordance with SCRCP & 7-1-15 stat. conf. & 7-8-15 court order.

Respectfully Submitted;

CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 609-7990

Sumter, South Carolina
August 13, 2015

1.

p.3
w/ notice 9-9-15 to the court

ROA
p.472

August 11, 2015

Charles Taylor
332 Myrtle Bch Hwy
Sumter, SC. 29153

Gray T. Culbreath, Esq.
P O Box 7368
Columbia, SC. 29202

Re: c/a no: 2013-CP-43-1808

Dear Mr. Culbreath:

Re: the 30(b)(6) witness; recap and clarifications; that from the beginning of this case filed 10-9-13 to 6-2-15 Defendant* Rahal's deposition date, he (Rahal) spoke and answered for the both--himself and corporate Stop N Save, Inc. d/b/a El Cheapo, prior to 6-2-15; on and after which he spoke only for himself.

Now, once again, Defendant Rahal offers himself as the 30(b)(6) witness for corporate Co-Defendant El Cheapo. Please, in your reply, let me know who by name, at corporate El Cheapo, person authorise Defendant Roy Rahal to speak for the corporation-Stop N Save, Inc. d/b/a El Cheapo Plus #7; so I can confirm schedule to conclude depositions, etc., by 9-11-15 per scheduling order.

It is my understanding then, that Rahal will speak, once again, for both--himself and corporate Stop N Save, Inc. d/b/a El Cheapo Plus #7, at deposition, at trial, etc., correct? Please confirm.

For your information, in the meantime, ref 30(b)(6) the specific topics that I intend to cover at deposition: 1.matters re their liability; 2.matters re their liability coverage & limits; 3.matters re their agency to u-haul; 4.matters re their & u-haul's trk rental policies, procedures, and rental at issue; 5.matters re if they received each settlement offered to date; 6.matters re seven false statements made and signed; 7.matters re communications re them and Repwest and u-haul-(not between them & counsels); 8.etc.

Sincerely Yours,

Charles Taylor
Plaintiff

re: the 7 false statements made and signed, that's 7 of 15--but 7 only reference to 30(b)(6) El Cheapo directly as a corporation 2 re Reginald Morton, sign Comer & other 6 re Defendant Roy Rahal a total of 13 between Defendants

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff's 2nd notice to depose 30(b)(6) witness…

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

Respectfully Submitted;

Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

August 13, 2015

p.5
w/ notice 9-9-15 to the court

RECORDED
2015 SEP -9 PM 2:30
CLERK OF COURT
SUMTER COUNTY S.C.

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff's notice 9-9-15 to the court.

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

Respectfully Submitted;

Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

September 9, 2015

RECEIVED
MAR 31 2014
BY: 3566-1

March 26, 2014 **via U.S. CERTIFIED MAIL-RETURN RECEIPT REQUESTED!**
...and via Regular U.S. Mail...

To: Roy Rahal
390 S. Guignard Drive
Sumter, S.C. 29150

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

Re: Taylor v. U-haul, et al.
C/A No: 2013-CP-43-1808

Dear Mr. Rahal:

This is a **Demand Letter** for $50,000.00 to help cover the cost of plaintiff's losses; & to settle the case against **you** with a full & final release of all claims etc. against **you**. Given the undeniable and undisputed evidence against **you**--that you got together with defendant Reginald Morton and rented him a u-haul truck with no valid drivers license to drive in violation of S.C. Law Code Section 56-1-440 a criminal offense in this state; when he was just fresh out of jail for committing another crime; it would be ***immediately*** accepted & paid by any reasonable person to end the case against you. Therefore, you have until April 5, 2014 to refuse in writing this non-negotiable demand or it will be considered accepted; *& the case against you will end, pending payment of the above sum.* **Remember: That defendants Dana Goins and Odell Morton had no valid driver's license either-*re* such perjury claims. *(see* ex's A1-A2) & *(see* ex's B1-B10 attached).**

Perjury & suborning perjury S.C. Law Code Section 16-9-10; 16-9-20; 16-9-30; and the penalties therefore, **including imprisonment.** *"Involvement of an attorney of the court, in a scheme to suborn perjury would certainly be considered fraud upon the court."* Great Coastal Express, Inc. v. Int'l Bhd. of Teamsters, 675 F.2nd 1349, 1357 (4th Cir. 1992).

SINCERELY YOURS,

CHARLES TAYLOR / PLAINTIFF

Cc: James E. Brogdon, III., Esq. / via regular mail w/attmnts.
Cc: Brian A. Comer, Esq. / via regular mail w/attmnts.
Cc: Defendant Odell Morton / via regular mail w/attmnts.

Subject S.C. R. Evid. 408 For Settlement Purposes Only.

Exhibit C-1

RECEIVED
MAR 31 2014
BY: 35616

March 26, 2014 **via U.S. CERTIFIED MAIL-RETURN RECEIPT REQUESTED!**
...and via Regular U.S. Mail...

To: Odell Morton
3720 Portal Avenue
Temple Hills, MD. 20748

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

Re: Taylor v. U-haul, et al.
C/A No: 2013-CP-43-1808

Dear Mr. Morton:
That given your age and health condition; this is a **Demand Letter** for only $10,000.00 of the policy property limits as stated in item A attached; to settle the case against you w/a full & final release of all claims etc. **against you.** Given the claim (**B1-B10** attached) that you were the one driving that u-haul truck without a valid drivers license in violation of S.C. Criminal Law Section 56-1-440; it would be ***immediately*** accepted & paid by any reasonable person to end the case against you, especially given your age & health condition. Thus, you have until April 5, 2014 to refuse in writing this non-negotiable demand or it will be considered accepted *& the case against you ended pending payment.*

I am trying, again given your age and health condition; not to put you in a situation where you will have to commit perjury, saying you were the one driving that u-haul truck; to save Reginald Morton from taking responsibility and liability for his actions. Everyone now knows that he was the one renting & driving that truck; and they all are subject to perjury penalties to say otherwise. So, I don't want you caught up in their scheme of perjury & suborning it and thus this is an out for you!

Perjury & suborning perjury S.C. Law Code Section 16-9-10; 16-9-20; 16-9-30 & the penalties therefore, **including imprisonment.** *"Involvement of an attorney of the court, in a scheme to suborn perjury would certainly be considered fraud upon the court."* Great Coastal Express, Inc. v. Int'l Bhd. of Teamsters, 675 F.2nd 1349, 1357 (4th Cir. 1992).

SINCERELY YOURS,

CHARLES TAYLOR / PLAINTIFF

Cc: James E. Brogdon, III., Esq. / via regular mail
Cc: Brian A. Comer, Esq. / via regular mail
Cc: Defendant Roy Rahal / via regular mail

Subject S.C. R. Evid. 408 for Settlement Purposes Only.

RECEIVED
MAR 25 2014
BY: 856L - 1

March 22, 2014

Defendant Roy Rahal
@ El Cheapo
390 S. Guignard Dr.
Sumter, S.C. 29150

Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

RE: C/A No: 2013-CP-43-1808
Charles Taylor V. U-Haul et al.

Dear Mr. Rahal:

Please find enclosed an item that I believe I failed to enclose in with your service of 3/20/14.

Sincerely,

Charles Taylor
Plaintiff

Cc: Brian A. Comer, Esq.
James E. Brogdon, III., Esq.
Defendant Odell Morton

March 20, 2014

Defendant Odell Morton
3720 Portal Avenue
Temple Hills, Maryland 20748

Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

RE: C/A No: 2013-CP-43-1808
Charles Taylor V. U-Haul et al.

Dear Mr. Morton:

Please find legal service upon you via certified mail return receipt requested. Just so you can not say later that you did not know; I asked the lawyers last week in a letter, to let me know if any of them were representing you and none of them replied. When and if they do, you better not tell lies because perjury is a crime and you will be charged, prosecuted and go to prison for a long time. **SO BE FOREWARNED!** If anyone try to get you to commit perjury, you had better ask them, if you get charged will they pay for you a criminal defense lawyer, and if you get convicted, will they get you out of prison; and whatever they say, you better make them—**put it in writing!** I know that you are a 75 year old very sick man etc. but if you are not to old and sick to commit perjury, then you are not to old & sick to go to prison for perjury as the law sees it. Just tell the truth!; & if you think you want be prosecuted for perjury—**just read the attachments and see!** Also see S.C. Law Code Sec. 16-9-10 and 16-9-20 and 16-9-30 re: perjury and suborning perjury and the penalties therefore, **Including Imprisonment.** *"involvement of an attorney, as an officer of the court, in a scheme to suborn perjury would certainly be considered fraud upon the court."* Great Coastal Express, Inc. v. Int'l Bhd. of Teamsters, 675 F.2nd 1349, 1357 (4th Cir. 1992).

Sincerely,

Charles Taylor
Plaintiff
w/enc: Original Summons & Complaint as Amended; and
w/Interrogatories, Request to Produce, & Request to Admit &
Notice Adding Odell Morton as a Defendant as of 3-15-14
Cc: Brian A. Comer, Esq.
James E. Brogdon, Esq.
Cc: Defendant Roy Rahal

Special Copy For:
S.C. Attorney Generals Office
Perjury and Suborning Perjury
Investigation and Prosecution Unit

RECEIVED
MAR 2 4 2014
BY: 8566

March 20, 2014

Defendant Reginald Morton
3720 Portal Avenue
Temple Hills, Maryland 20748

Plaintiff Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

RE: C/A No: 2013-CP-43-1808
Charles Taylor V. U-Haul et al.

Dear Mr. Morton:

Please find enclosed, legal service upon you once again; via certified mail return receipt requested this time. You were originally served by mail before at the 824 Maury Ave., Fort Washington, MD. 20749 address. **I noticed the affidavit prepared by your lawyer *"claimed"* *"among other things"* you had [never] been served before and that was really odd since the mail never came back!.**

Also, I served you via a copy to the u-haul truck company (copy attached-exhibit A) and via a copy to the store that rented you the u-haul truck, El Cheapo (copy attached-exhibit B) and via your, 1st set of lawyers, whom the u-haul truck company hired to defend you and Goins--The Hon. Brandon S. Smith and John F. Kuppens-Attorneys at law--(both of whom honorable quit you all's defense after seeing that you all was perjuring yourselves and they suborning it—but wisely decided to later quit, rather than continue with perjury and the suborning of it, as the rules and the law, require them to do, in such a situation).

Also, you had been served via your present (2nd set) of lawyers-Brian Comer & Claude T. Prevost, who took over from where the 1st set of your lawyers quit as stated. So when the prepared affidavit swears that you was ***"NEVER"!*** served...well this one is like swearing that 2 & 2 don't equal 4; like in the affidavit your lawyer Brian Comer prepared for you.

Also, I noticed that the prepared affidavit was careful not to say therein that it was given; **under the penalty of perjury** as required;—RE: perjury & suborning perjury S.C. Law Code Section 19-9-10 and 19-9-30 & the penalties therefore, **including imprisonment.** *"Involvement of an attorney of the court, in a scheme to suborn perjury would certainly be consider fraud upon the court."* Great Coastal Express, Inc. v. Int'l Bhd. of Teamsters, 675 F.2nd 1349, 1357 (4th Circ. 1992).

RECEIVED
MAR 2 4 2014
BY: 8566-1

JAMES E. BROGDON, III
(803) 724-1801
JBROGDON@GWBLAWFIRM.COM

Gallivan, White & Boyd, P.A.
ATTORNEYS AT LAW

1201 Main Street, Suite 1200
Post Office Box 7368 (29202)
Columbia, South Carolina 29201
Telephone 803.779.1833
Facsimile 803.779.1767
www.GWBlawfirm.com

April 29, 2014

Mr. Charles Taylor
332 Myrtle Beach Highway
Sumter, SC 29153

Re: Charles Taylor v. U-Haul Corporation, et al.
Civil Action No.: 2013-CP-43-1808
GWB File No.: 8566-1

Dear Mr. Taylor:

Enclosed herewith and served upon you please find the Amended Notice of Taking Deposition of Plaintiff Charles Taylor and an Amended Deposition Subpoena in the above-referenced matter. Please note that your deposition has been rescheduled for May 20, 2014 beginning at 9:00 a.m. at the old Sumter County Courthouse, located at 141 North Main Street, Sumter, South Carolina. Pursuant to the Amended Notice and Amended Subpoena, you are requested to bring your entire file contents related to this action, including any documents not previously produced.

Regards, I am

Sincerely,

GALLIVAN, WHITE & BOYD, P.A.

James E. Brogdon, III

JEB/hah
Cc: Brian A. Comer
1330 Lady Street, Sixth Floor
Columbia, SC 29201

Exhibit D-1

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, v. (1) U-Haul Corporation U-Haul Co. of S.C., Inc.; (2) U-Haul Dealer in Sumter, SC. i.e. EL CHEAPO PLUS #7; (3) U-Haul driver/Reginald Morton; (4) U-Haul driver/Dana Goins, Defendants.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **DEFENDANTS U-HAUL CO. SOUTH CAROLINA, INC. AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7'S AMENDED NOTICE OF TAKING DEPOSITION OF PLAINTIFF CHARLES TAYLOR**

TO: CHARLES TAYLOR, *PRO SE* PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 30 of the South Carolina Rules of Civil Procedure, Defendants U-Haul Co. South Carolina, Inc. and Stop 'N' Save d/b/a El Cheapo Plus #7, by and through undersigned counsel, will take the **deposition** of the individual listed below, upon oral examination, before a Notary Public for South Carolina or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof.

DEPONENT:	Charles Taylor
DATE:	Tuesday, May 20, 2014
TIME:	9:00 a.m.
LOCATION:	Sumter County Courthouse 141 N. Main Street, Room 209 Sumter, South Carolina

The witness is commanded to produce any and all correspondence, handwritten notes or journals of events that pertain to the causes of action, all documentation of damages, sketches,

photographs, invoices, as well as any other documentation which you contend supports the claims and allegations in this case as well as any and all exhibits or other documents which may be used in the trial of this case.

The issuing party hereby provides notice to counsel that he or she is reserving the right to question the witness(es) with respect to any document or tangible thing produced in discovery by any party or witness prior to the taking of the deposition; if opposing counsel lacks copies of any such documents, the issuing party will provide copies upon timely request. The issuing party will also question the witness(es) with respect to all documents or tangible things produced by the witness(es) at the deposition.

You are hereby notified to appear and take such part in the examination as you may be advised and as shall be fit and proper.

Respectfully submitted,

SULLIVAN, WHITE, & BOYD, P.A.

BY: _____

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #79159)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

Columbia, South Carolina
April 29, 2014

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, v. (1) U-Haul Corporation U-Haul Co. of S.C., Inc.; (2) U-Haul Dealer in Sumter, SC. i.e. EL CHEAPO PLUS #7; (3) U-Haul driver/Reginald Morton; (4) U-Haul driver/Dana Goins, Defendants.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **CERTIFICATE OF SERVICE**

The undersigned employee of Gallivan, White & Boyd, P.A., does hereby certify that I have served all counsel in this action with a copy of the document(s) listed below by depositing same in the United States Mail, first class postage prepaid, to the address indicated below.

DOCUMENT(S):	Amended Notice of Taking Deposition of Plaintiff Charles Taylor
COUNSEL SERVED:	Brian A. Comer 1330 Lady Street, Sixth Floor Columbia, SC 29201 Charles Taylor, pro se 332 Myrtle Beach Highway Sumter, SC 29153

Heather Hagen

Columbia, South Carolina
April 29, 2014

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF SUMTER

Charles Taylor, Plaintiff

v.

U-Haul Corporation U-Haul Co. of S.C., Inc., U-Haul Dealer in Sumter, SC. i.e. EL CHEAPO PLUS #7, U-Haul Driver/Reginald Morton and U-Haul Driver/Dana Goins, Defendants

SUBPOENA IN A CIVIL CASE

Case Number: 2013-CP-43-1808

Pending in Sumter County

TO: Mr. Charles Taylor
332 Myrtle Beach Highway
Sumter, SC 29153

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Sumter County Courthouse 141 North Main Street, Room 209 Sumter, SC	Tuesday, May 20, 2014 beginning at 9:00 a.m.

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

PLACE	DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

ANY SUBPOENABD ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES

4/29/14

James E. Brogdon, III Attorney for Defendant U-Haul and El Cheapo #7

Attorney/Issuing Officer's Signature — Date — Print Name

Indicate if Attorney for Plaintiff or Defendant

Attorney's Address and Telephone Number:

Gallivan, White & Boyd, P.A.
P.O. Box 7368
Columbia, SC 29202
(803) 779-1833

Clerk of Court/Issuing Officer's Signature — Date — Print Name

Pro Se Litigant's Name, Address and Telephone Number:

PROOF OF SERVICE

SERVED	DATE PLACE	FEES AND MILEAGE TENDERED TO WITNESS ☐YES ☒NO AMOUNT $	
SERVED ON	Mr. Charles Taylor	MANNER OF SERVICE	U.S. Mail
SERVED BY	Heather Hagen	TITLE	Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 4/29/14

SIGNATURE OF SERVER

ADDRESS OF SERVER 1201 Main Street, Suite 1200 Columbia SC 29201

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

i. fails to allow reasonable time for compliance; or

ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

iv. subjects a person to undue burden.

(B) If a subpoena:

I. requires disclosure of a trade secret or other confidential research, development, or commercial information, or

ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, vs. (1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and (2) Roy Rahal, Defendants.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **DEFENDANTS STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7 and ROY RAHAL'S AMENDED NOTICE OF TAKING VIDEO DEPOSITION OF CHARLES TAYLOR**

TO: CHARLES TAYLOR, *PRO SE* PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 30 and 32 of the South Carolina Rules of Civil Procedure, Defendants Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal, by and through their undersigned counsel, will take the video deposition of the individuals listed below, upon oral examination, before a Notary Public or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof.

DEPONENT:	Charles Taylor
DATE:	Tuesday, April 29, 2015
TIME:	10:00 a.m.
LOCATION:	Sumter County Courthouse 141 N. Main Street, Room 209 Sumter, South Carolina

The witness is commanded to produce any and all correspondence, handwritten notes or journals of events that pertain to the causes of action, all documentation of damages, sketches, photographs, invoices, as well as any other documentation which you contend supports the

claims and allegations in this case as well as any and all exhibits or other documents which may be used in the trial of this case.

The issuing party hereby provides notice to counsel that he or she is reserving the right to question the witness(es) with respect to any document or tangible thing produced in discovery by any party or witness prior to the taking of the deposition; if opposing counsel lacks copies of any such documents, the issuing party will provide copies upon timely request. The issuing party will also question the witness(es) with respect to all documents or tangible things produced by the witness(es) at the deposition.

You are hereby notified to appear and take such part in the examination as you may be advised and as shall be fit and proper.

Respectfully submitted,

GALLIVAN, WHITE, & BOYD, P.A.

BY: _____

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #79159)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

Columbia, South Carolina
April 15, 2015

STATE OF SOUTH CAROLINA COUNTY OF SUMTER	IN THE COURT OF COMMON PLEAS 3RD JUDICIAL CIRCUIT
Charles Taylor, Plaintiff, v. (1) Stop "N" Save, Inc., d/b/a El Cheapo Plus #7; (2) Roy Rahal, Defendants.	Civil Action No.: 2013-CP-43-1808 **CERTIFICATE OF SERVICE**

The undersigned, Leslie Allen Priester, legal assistant to Gray T. Culbreath, hereby certifies that she served the following documents on behalf of Defendants Stop "N" Save, Inc., d/b/a El Cheapo and Roy Rahal upon the below listed by depositing a copy of the same in the United States mail, on April 16, 2015, with sufficient postage annexed thereto, addressed as follows:

DOCUMENTS	RECIPIENTS
Notice of Video Deposition of Charles Taylor	Mr. Charles Taylor 332 Myrtle Beach Highway Sumter, SC 29153

Leslie Allen Priester

Leslie Allen Priester

STATE OF SOUTH CAROLINA
ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF SUMTER

Charles Taylor, Plaintiff

v.

U-Haul Corporation U-Haul Co. of S.C., Inc., U-Haul Dealer in Sumter, SC. i.e. EL CHEAPO PLUS #7, U-Haul Driver/Reginald Morton and U-Haul Driver/Dana Goins, Defendants

SUBPOENA IN A CIVIL CASE

Case Number: 2013-CP-43-1808

Pending in Sumter County

TO: Mr. Charles Taylor
332 Myrtle Beach Highway
Sumter, SC 29153

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Sumter County Courthouse 141 North Main Street, Room 209 Sumter, SC	Thursday, April 29, 2015 beginning at 10:00 a.m.

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

PLACE	DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION.

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature — Date: 4/13/2015 — Gray T. Culbreath, Attorney for Defendant U-Haul and El Cheapo #7 (Print Name)
Indicate if Attorney for Plaintiff or Defendant
Attorney's Address and Telephone Number:
Gallivan, White & Boyd, P.A.
P.O. Box 7368
Columbia, SC 29202
(803) 779-1833

Clerk of Court/Issuing Officer's Signature — Date — Print Name
Pro Se Litigant's Name, Address and Telephone Number:

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TENDERED TO WITNESS
	PLACE	☐ YES ☒ NO AMOUNT $
SERVED ON	Mr. Charles Taylor	MANNER OF SERVICE U.S. Mail
SERVED BY	Leslie Allen Priester	TITLE Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 4-16-15

Leslie Allen Priester
SIGNATURE OF SERVER

ADDRESS OF SERVER 1201 Main Street, Suite 1200 Columbia SC 29201

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

i. fails to allow reasonable time for compliance; or

ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

iv. subjects a person to undue burden.

(B) If a subpoena:

I. requires disclosure of a trade secret or other confidential research, development, or commercial information, or

II. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

III. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, vs. (1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and (2) Roy Rahal, Defendants.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **DEFENDANTS STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7 and ROY RAHAL'S AMENDED NOTICE OF TAKING VIDEO DEPOSITION OF CHARLES TAYLOR**

TO: CHARLES TAYLOR, *PRO SE* PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 30 and 32 of the South Carolina Rules of Civil Procedure, Defendants Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal, by and through their undersigned counsel, will take the **video deposition** of the individuals listed below, upon oral examination, before a Notary Public or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof.

DEPONENT:	Charles Taylor
DATE:	Thursday, May 7, 2015
TIME:	10:00 a.m.
LOCATION:	Sumter County Courthouse 141 N. Main Street, Room 209 Sumter, South Carolina

The witness is commanded to produce any and all correspondence, handwritten notes or journals of events that pertain to the causes of action, all documentation of damages, sketches, photographs, invoices, as well as any other documentation which you contend supports the

claims and allegations in this case as well as any and all exhibits or other documents which may be used in the trial of this case.

The issuing party hereby provides notice to counsel that he or she is reserving the right to question the witness(es) with respect to any document or tangible thing produced in discovery by any party or witness prior to the taking of the deposition; if opposing counsel lacks copies of any such documents, the issuing party will provide copies upon timely request. The issuing party will also question the witness(es) with respect to all documents or tangible things produced by the witness(es) at the deposition.

You are hereby notified to appear and take such part in the examination as you may be advised and as shall be fit and proper.

Respectfully submitted,

GALLIVAN, WHITE, & BOYD, P.A.

BY: _____

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #79159)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

Columbia, South Carolina
April 29, 2015

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, v. (1) U-Haul Corporation U-Haul Co. of S.C., Inc.; (2) U-Haul Dealer in Sumter, SC. i.e. EL CHEAPO PLUS #7; (3) U-Haul driver/Reginald Morton; (4) U-Haul driver/Dana Goins, Defendants.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **CERTIFICATE OF SERVICE**

The undersigned employee of Gallivan, White & Boyd, P.A., does hereby certify that I have served all counsel in this action with a copy of the document(s) listed below by depositing same in the United States Mail, first class postage prepaid, to the address indicated below.

DOCUMENT(S):	Amended Notice of Taking Deposition of Plaintiff Charles Taylor
COUNSEL SERVED:	Charles Taylor, pro se 332 Myrtle Beach Highway Sumter, SC 29153

Leslie A. Priester

Leslie Allen Priester

Columbia, South Carolina
April 29, 2015

STATE OF SOUTH CAROLINA
ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF SUMTER

Charles Taylor, Plaintiff

v.

STOP 'N' SAVE, INC. d/b/a EL CHEAPO PLUS #7 and Roy Rahal

SUBPOENA IN A CIVIL CASE

Case Number: 2013-CP-43-1808

Pending in Sumter County

TO: Mr. Charles Taylor
332 Myrtle Beach Highway
Sumter, SC 29153

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Sumter County Courthouse 141 North Main Street, Room 209 Sumter, SC	Thursday May 7, 2015 beginning at 10:00 a.m.

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

PLACE	DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature — April 30 2015 (Date) — Gray T. Culbreath, Attorney for Defendant U-Haul and El Cheapo #7 (Print Name)

Indicate if Attorney for Plaintiff or Defendant

Attorney's Address and Telephone Number:
Gallivan, White & Boyd, P.A.
P.O. Box 7368
Columbia, SC 29202
(803) 779-1833

Clerk of Court/Issuing Officer's Signature — Date — Print Name

Pro Se Litigant's Name, Address and Telephone Number:

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TENDERED TO WITNESS
	PLACE	☐YES ☒NO AMOUNT $
SERVED ON	Mr. Charles Taylor	MANNER OF SERVICE U.S. Mail
SERVED BY	Leslie Allen Priester	TITLE Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 4/30/15

Leslie A. Priester
SIGNATURE OF SERVER

ADDRESS OF SERVER 1201 Main Street, Suite 1200 Columbia SC 29201

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

i. fails to allow reasonable time for compliance; or

ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

iv. subjects a person to undue burden.

(B) If a subpoena:

i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or

ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

JAMES E. BROGDON, III
(803) 724-1801
JBROGDON@GWBLAWFIRM.COM



Gallivan, White & Boyd, P.A.
ATTORNEYS AT LAW

1201 Main Street, Suite 1200
Post Office Box 7368 (29202)
Columbia, South Carolina 29201
Telephone 803.779.1833
Facsimile 803.779.1767
www.GWBlawfirm.com

April 29, 2014

Mr. Charles Taylor
332 Myrtle Beach Highway
Sumter, SC 29153

Re: Charles Taylor v. U-Haul Corporation, et al.
Civil Action No.: 2013-CP-43-1808
GWB File No.: 8566-1

Dear Mr. Taylor:

Enclosed herewith and served upon you please find the Amended Notice of Taking Deposition of Plaintiff Charles Taylor and an Amended Deposition Subpoena in the above-referenced matter. Please note that your deposition has been rescheduled for May 20, 2014 beginning at 9:00 a.m. at the old Sumter County Courthouse, located at 141 North Main Street, Sumter, South Carolina. Pursuant to the Amended Notice and Amended Subpoena, you are requested to bring your entire file contents related to this action, including any documents not previously produced.

Regards, I am

Sincerely,

GALLIVAN, WHITE & BOYD, P.A.

James E. Brogdon, III

JEB/hah
Cc: Brian A. Comer
1330 Lady Street, Sixth Floor
Columbia, SC 29201

ROA
p.497

Exhibit D-3

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, v. (1) U-Haul Corporation U-Haul Co. of S.C., Inc.; (2) U-Haul Dealer in Sumter, SC. i.e. EL CHEAPO PLUS #7; (3) U-Haul driver/Reginald Morton; (4) U-Haul driver/Dana Goins, Defendants.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **DEFENDANTS U-HAUL CO. SOUTH CAROLINA, INC. AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7'S AMENDED NOTICE OF TAKING DEPOSITION OF PLAINTIFF CHARLES TAYLOR**

TO: CHARLES TAYLOR, *PRO SE* PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 30 of the South Carolina Rules of Civil Procedure, Defendants U-Haul Co. South Carolina, Inc. and Stop 'N' Save d/b/a El Cheapo Plus #7, by and through undersigned counsel, will take the **deposition** of the individual listed below, upon oral examination, before a Notary Public for South Carolina or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof.

DEPONENT:	Charles Taylor
DATE:	Tuesday, May 20, 2014
TIME:	9:00 a.m.
LOCATION:	Sumter County Courthouse 141 N. Main Street, Room 209 Sumter, South Carolina

The witness is commanded to produce any and all correspondence, handwritten notes or journals of events that pertain to the causes of action, all documentation of damages, sketches,

photographs, invoices, as well as any other documentation which you contend supports the claims and allegations in this case as well as any and all exhibits or other documents which may be used in the trial of this case.

The issuing party hereby provides notice to counsel that he or she is reserving the right to question the witness(es) with respect to any document or tangible thing produced in discovery by any party or witness prior to the taking of the deposition; if opposing counsel lacks copies of any such documents, the issuing party will provide copies upon timely request. The issuing party will also question the witness(es) with respect to all documents or tangible things produced by the witness(es) at the deposition.

You are hereby notified to appear and take such part in the examination as you may be advised and as shall be fit and proper.

Respectfully submitted,

SULLIVAN, WHITE, & BOYD, P.A.

BY: _____

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #79159)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

Columbia, South Carolina
April 29, 2014

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, v. (1) U-Haul Corporation U-Haul Co. of S.C., Inc.; (2) U-Haul Dealer in Sumter, SC. i.e. EL CHEAPO PLUS #7; (3) U-Haul driver/Reginald Morton; (4) U-Haul driver/Dana Goins, Defendants.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **CERTIFICATE OF SERVICE**

RECEIVED
JUN 08 2016
SC Court of Appeals

The undersigned employee of Gallivan, White & Boyd, P.A., does hereby certify that I have served all counsel in this action with a copy of the document(s) listed below by depositing same in the United States Mail, first class postage prepaid, to the address indicated below.

DOCUMENT(S):	Amended Notice of Taking Deposition of Plaintiff Charles Taylor
COUNSEL SERVED:	Brian A. Comer 1330 Lady Street, Sixth Floor Columbia, SC 29201 Charles Taylor, pro se 332 Myrtle Beach Highway Sumter, SC 29153

Heather Hagen

Columbia, South Carolina
April 29, 2014