

Calvin

From: Jennifer Pruitt <Jpruitt@andersoncountysc.org>
Sent: Thursday, May 11, 2017 4:56 PM
To: Calvin
Subject: RE: Civil Case No. 2016cp0400560

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JUN 20 2017

SC Court of Appeals

Mr. McCullough,

It has not been appealed to Summary Court. The Circuit Court ruling is that Summary Court's order and ruling stands, and the appeal here in Circuit Court is dismissed. That means the lower court's ruling was not overturned and the case here is now ended.

Thank you,
JP

**Common Pleas pleadings are now e-filed in Anderson County.
Documents must be e-signed and e-filed.**
<http://www.judicial.state.sc.us/efiling/>

From: Calvin [mailto:George012@hughes.net]
Sent: Thursday, May 11, 2017 2:04 PM
To: Jennifer Pruitt <Jpruitt@andersoncountysc.org>
Subject: RE: Civil Case No. 2016cp0400560

Good Afternoon,

I checked with the Docket Clerk earlier today about the case, and what she informed me was that the case has been sent to the Summary Court on appeal; therefore, I would have to contact them about the status. I did so this morning, and the person handling civil cases in Summary Court once again turned my attention back to the Appeals Court to find out the status.

Sincerely,
George McCullough

From: Jennifer Pruitt [mailto:Jpruitt@andersoncountysc.org]
Sent: Wednesday, April 26, 2017 1:22 PM
To: Calvin <George012@hughes.net>
Subject: RE: Civil Case No. 2016cp0400560

Mr. McCullough,

The presiding Judge took the motion heard that day under advisement, meaning it's awaiting his decision. Depending on the complexity of the issue he's considering it could be under advisement for anywhere from days to months. When he does issue an order you will receive a copy of it though.

Thank you,
JP

**Common Pleas pleadings are now e-filed in Anderson County.
Documents must be e-signed and e-filed.**

<http://www.judicial.state.sc.us/efiling/>

From: Calvin [mailto:George012@hughes.net]
Sent: Wednesday, April 26, 2017 12:28 PM
To: Jennifer Pruitt <jpruitt@andersoncountysc.org>
Subject: Civil Case-No. 2016cp0400560

Good Afternoon,

I have a case pending a decision with the Court of Common Pleas. The case was reheard on March 30, 2016, but there has not been any notification since on its current status.

I can be reached at the email address this email, or at 864-642-1867.

Sincerely,
George McCullough

Calvin

From: Jennifer Pruitt <Jpruitt@andersoncountysc.org>
Sent: Monday, June 26, 2017 11:24 AM
To: Calvin
Subject: RE: Case No. 2016cp0400560

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SC Court of Appeals

Mr. McCullough,

On May 19, 2017 our Circuit Judge did rule on this matter. He affirmed the judgment made by the Magistrate in Summary Court and denied the appeal, ending the case in our jurisdiction. If you wish to further appeal the matter I believe you can file it with the Court of Appeals, but an appeal of our own order is not properly filed within our Court. I've linked below resources to the Court of Appeals and for self-represented litigants.

Court of Appeal Rules: <http://www.sccourts.org/courtReg/>

Self Help: <http://www.sccourts.org/selfHelp/index.cfm>

Thank you,
JP

Common Pleas pleadings are now e-filed in Anderson County.

Documents must be e-signed and e-filed.

<http://www.judicial.state.sc.us/efiling/>

From: Calvin [mailto:George012@hughes.net]
Sent: Friday, June 23, 2017 6:01 PM
To: Jennifer Pruitt <Jpruitt@andersoncountysc.org>
Subject: Case No. 2016cp0400560

Good Afternoon,

I have a case pending a rehearing with the Court of Common Pleas. The case was ruled on on May 5, 2017, but there has not been any notification since on its current status.

I can be reached at the email address this email, or at 864-642-1867.

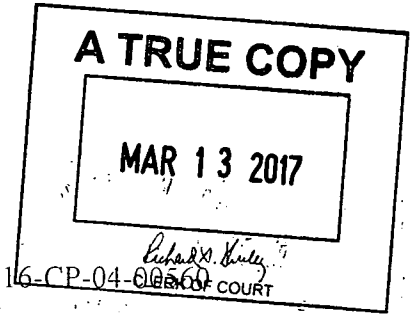
Sincerely,
George McCullough.

STATE OF SOUTH CAROLINA)
 COUNTY OF ANDERSON)
)
 George C. McCullough)
 a/k/a George Calvin McCullough)
 a/k/a Calvin McCullough)
 Plaintiff – Appellant)
)
 vs.)
)
 Author Solutions, LLC)
 Defendant - Respondent)

ORDER

APPEAL NO: 2016-CP-04-00060

Civil Case No. 2015CV0410103735



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SC Court of Appeals

TO THE HONORABLE COURT:

The above referenced case came to be heard by way of a motion hearing whereby Defendant Author Solutions, LLC challenged the Court's territorial jurisdiction on February 3, 2015 before Magistrate Wynée Eubanks.

I. FACTS

Plaintiff, George C. McCullough filed suit against Defendant, Author Solutions, LLC alleging consumer fraud. Defendant subsequently filed a Motion to Dismiss arguing the Court lacks territorial jurisdiction over the case.

Plaintiff entered into a contract in 2005 with Trafford Publishing, a Canadian corporation, located in Victoria, British Columbia to have the book "The Eternal Doctrine" published. In 2009 Trafford Publishing was acquired by Author Solutions, LLC, a domestic corporation located in Indiana.

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 COMMON PLEAS AND
 GENERAL SESSIONS

II. ANALYSIS

Stated in the contract between Plaintiff, George C. McCullough and Defendant, Author Solutions, LLC in the "Terms and Conditions" the Plaintiff George C. McCullough agreed to Due Process by way of binding arbitration administered by the American Arbitration Association ("AAA") in Bloomington, Indiana.

Defendant's Exhibit 1 (D#1):

- Trafford Publishing - Trafford Terms and Conditions

- 13. Governing Law; Arbitration; Jurisdiction

"Our agreement and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Indiana without recourse to conflicts of law principles. Any dispute between the parties MUST be submitted to binding arbitration administered by the American Arbitration Association ("AAA") to take place in Bloomington, Indiana, before one arbitrator in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA ("AAA Rules"). You acknowledge and agree that the Services provided to you are solely for commercial or business purposes and NOT for personal or household use. The parties hereby expressly acknowledge and agree that the Supplementary Procedures for Consumer-Related Disputes under the AAA Rules shall not apply to arbitration pursuant to these Terms and Conditions. In the event you institute such arbitration, then without limiting the applicability of the AAA rules, you must serve the complaint initiating arbitration upon us at the address provided above at the same time as you submit such complaint to the AAA. The arbitrator will be obligated to award the prevailing party of any such proceedings all costs, attorney's fees and other expenses incurred by such prevailing party in the arbitration proceedings. Any award entered by the arbitrator may be enforced in any court of competent jurisdiction."

- 19. Entire Agreement

"The Services Order Form and these Terms and Conditions contain the entire agreement of the parties and supersedes all prior agreements or communications between the parties concerning the subject contained herein. These Terms and Conditions may not be amended orally, but only by an agreement in writing that is signed by both parties."

The Court dismissed the case without prejudice due to lack of territorial jurisdiction based on findings of the facts and law pursuant to:

1. The "Terms and Conditions" in the signed binding publishing contract between the Plaintiff, George C. McCullough and Defendant, Author Solutions, LLC.

2. South Carolina Rules of Magistrates Court

Rule 4 FILING CIVIL ACTION; ACTION AGAINST CORPORATION; LONG ARM STATUTE

(a) A civil action may be filed in any magistrates court in the county in which at least one defendant resides or where the most substantial part of the cause of action arose, except that civil actions against domestic corporations may be filed in the county where such corporation shall have its principal place of business.

3. S.C. Code Ann. §15-7-30(E)(1)(2)

Actions that must be tried in county where defendant resides; definitions; factors to consider in determining venue of actions against resident and nonresident individuals and domestic and foreign corporations.

(E) A civil action tried pursuant to this section against a domestic corporation, domestic limited partnership, domestic limited liability company, or domestic limited liability partnership, must be brought and tried in the county in which the:

(1) corporation, limited partnership, limited liability company, or limited liability partnership has its principal place of business at the time the cause of action arose; or

(2) most substantial part of the alleged act or omission giving rise to the cause of action occurred.

Whereon, no publishing services by Defendant, Author Solutions, LLC were conducted in the State of South Carolina for Plaintiff, George C. McCullough.

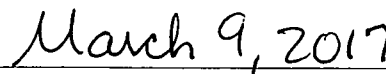
III. CONCLUSION

Accordingly, it is ORDERED, ADJUDGED AND DECREED that Defendant's Author Solutions, LLC Motion to Dismiss is GRANTED on the basis of lack of territorial jurisdiction. This case is DISMISSED WITHOUT PREJUDICE.

IT WAS SO ORDERED in Court this 3rd of February, 2015.



Wynée Eubanks, Magistrate
Anderson County, South Carolina



Date Order sent on appeal

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STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

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AMENDED RETURN

George C. McCullough
a/k/a George Calvin McCullough
a/k/a Calvin McCullough
Plaintiff - Appellant

COMMON PLEAS AND
GENERAL SESSIONS

APPEAL NO. 2016-CP-04-00560

vs.

Civil Case No. 2015CV0410103735

Author Solutions, LLC
Defendant - Respondent

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SC Court of Appeals

SUMMARY OF TRIAL

The above referenced case came to be heard by way of a motion hearing challenging the Court's territorial jurisdiction on February 3, 2015 before Magistrate Wynée Eubanks.

The Court dismissed the case without prejudice due to lack of jurisdiction based upon the finding of facts and law pursuant to:

1. Rule 4(a) of the South Carolina Rules of Magistrates Court (SCRMC)

RULE 4, SCRMC

FILING CIVIL ACTION; ACTION AGAINST CORPORATION; LONG ARM STATUTE

- (a) A civil action may be filed in any magistrates court in the county in which at least one defendant resides or where the most substantial part of the cause of action arose, except that civil actions against domestic corporations may be filed in the county where such corporation shall have its principal place of business.
2. South Carolina Code of Laws Title 15 Civil Remedies and Procedures Chapter Venue Section 15-7-30(E)(1)
(E) A civil action tried pursuant to this section against a domestic corporation, domestic limited partnership, domestic limited liability company, or domestic limited liability partnership, must be brought and tried in the county in which the:
 - (1) corporation, limited partnership, limited liability company, or limited liability partnership has its principal place of business at the time the cause of action arose; or
 3. Defendant's Exhibit 1 (D#1) presented in Court the day of trial
 - Prepare for Publication
 - Trafford Publishing - Trafford Terms and Conditions
 - o 13. Governing Law; Arbitration; Jurisdiction
 - o 19. Entire Agreement

The court answers as follows:

The Appellant was Pro Se.

The Respondent was Pro Se. Notarized signed Non-Lawyer Authorization form for Tania Chakraborty to represent Defendant.

No witnesses for the Appellant.

No witnesses for the Respondent.

Evidence presented in Court the day of trial:

Appellant: No evidence presented.

Respondent: D#1 - Services offered; Prepara for Publication; Trafford Publishing Terms and Conditions.

The court answers as follows:

- The Respondent challenged the Court's Territorial Jurisdiction.
- Appellant entered into Publishing Agreement on May 10, 2005 with Trafford Publishing to publish the book The Eternal Doctrine: The Bible in Sequence.
- April 01, 2009 Author Solutions LLC acquired Trafford Publishing.
- The Appellant continued to correspond with Respondent after acquisition regarding the publishing and publishing processes of the book The Eternal Doctrine: The Bible in Sequence via electronic and written communication.
- The Appellant assumed and agreed to the Respondent's Terms and Conditions with resumed and continual electronic and written communications with the Respondent regarding the publishing and publishing processes of the Appellant's book.


Court's ruling:

The Plaintiff agreed to the Defendant's Terms and Conditions by way of preceded and continued electronic and written communications and submissions of work for publishing and other publishing processes. As stated in the Defendant's Terms and Conditions the Plaintiff's Due Process is through arbitration administered by the American Arbitration Association in Bloomington, Indiana.

The Court finds for the Defendant and granted the motion to dismiss on the basis of lack of territorial jurisdiction; therefore, the case dismissed without prejudice.

Dated January 19, 2017

Respectfully submitted,



Wynée Eubanks
Anderson County Magistrate
State of South Carolina

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6

Jennifer Pruitt

From: Tania Chakraborty <tania.chakraborty@authorsolutions.com>
Sent: Thursday, March 30, 2017 3:19 PM
To: Jennifer Pruitt
Cc: Sprouse, R. Scott Law Clerk
Subject: RE: George C. McCullough vs. Author Solutions 2016CP0400560

Dear Ms. Pruitt:

Thank you for reaching out to me with this matter. I would like to thank The Honorable Judge Sprouse for allowing Author Solutions, LLC ("ASL") an additional ten day window. We have addressed this matter multiple times by filing Motion to Dismiss for the lack of territorial jurisdiction and afterwards successfully defending the motion, in person, in the Anderson County Magistrate Court on or about February 3, 2016. Please be informed that at this time, there is no new evidence to present, and therefore, we will not be filing anything new. Please contact me with any questions and concerns. Thank you for your time.

Sincerely,

Tania Chakraborty
Legal Counsel
Author Solutions, LLC

1663 Liberty Drive
Bloomington, IN 47403
P: 812.339.6000 ext. 6736
Tania.Chakraborty@authorsolutions.com

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SC Court of Appeals

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Notice of Confidential and Proprietary Information: This transmittal is a confidential communication or may otherwise be privileged. If you are not the intended recipient, you are hereby notified that you have received this transmittal in error and that any review, dissemination, distribution, or copying of this transmittal is strictly prohibited. If you have received this communication in error, please notify this office, and immediately delete this message and all its attachments, if any.

From: Jennifer Pruitt [<mailto:jpruitt@andersoncountysc.org>]
Sent: Thursday, March 30, 2017 10:48 AM
To: Tania Chakraborty
Cc: Sprouse, R. Scott Law Clerk
Subject: George C. McCullough vs. Author Solutions 2016CP0400560

Ms. Chakraborty,

The Honorable R. Scott Sprouse heard this morning a second hearing on the Appeal of the above referenced matter. Mr. McCullough appeared and while Author Solutions was noticed of the hearing, no one appeared on their behalf. Given your prior involvement in the matter, Judge Sprouse took the matter under advisement and is leaving it open for 10 days to allow you to file any briefs or responses before his ruling.

Any original pleadings should be forwarded to:
Anderson County Clerk of Court
PO Box 8002
Anderson, SC 29622

100 S. Main Street
Anderson, SC 29624

And copied to:
The Honorable R. Scott Sprouse
P.O. Box 1277
Walhalla, SC 29691
rssprouselc@sccourts.org

I have copied Judge Sprouse's law clerk, Mary Holahan, on this message.

Current position of this case on the roster can be checked by contacting me using the information below or searching the Public Access System located at <http://acpass.andersoncountysc.org/index.htm>.

Thank you,

Jennifer Pruitt
Civil Court Coordinator
Anderson County
(864) 260-4298
jpruitt@andersoncountysc.org

Ms. Chakraborty,

The Honorable R. Scott Sprouse heard this morning a second hearing on the Appeal of the above referenced matter. Mr. McCullough appeared and while Author Solutions was noticed of the hearing, no one appeared on their behalf. Given your prior involvement in the matter, Judge Sprouse took the matter under advisement and is leaving it open for 10 days to allow you to file any briefs or responses before his ruling.

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And copied to:
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P.O. Box 1277
Walhalla, SC 29691
rssprouselc@sccourts.org

I have copied Judge Sprouse's law clerk, Mary Holahan, on this message.

Current position of this case on the roster can be checked by contacting me using the information below or searching the Public Access System located at <http://acpass.andersoncountysc.org/index.htm>.

Thank you,

Jennifer Pruitt

Civil Court Coordinator
Anderson County
(864) 260-4298
jpruitt@andersoncountysc.org