

Mary C Randall Po Box 65 Wells N.Y. 12190 (518)924-2149 landline only

Mary C Randall pro-se

v.

APPEAL DECISION in the Court of Appropriate location

Case # 1:16-cv-00255-JMC-SVH

Richard Tierney AMICA Branch Manager Greenville S.C.

M Pederson AMICA Greenville branch

**BOTH** representing AMICA MUTUAL INSURANCE COMPANY

RECEIVED

JUL 10 2017

\*\*\*\*\*Documents accompanying this APPEAL:

SC Court of Appeals

- A. Please NOTE CHANGE OF ADDRESS 2<sup>nd</sup> time sent to U.S. S.C. District Court AIKEN Division
- B. AO 240 Application to proceed w/o prepayment of fees and Affidavit\*\*\*\*\*
- C. copy of #71 and #72 sent to Appellate court (other (2 parties) can get off of PACER for free), instead of Appellant spending more money than have in reserve.
- D. This letter explaining main reasons for APPEAL

Under 201/203 RIGHT TO APPEAL:

<http://www.sccourts.org/courtReg/displayRule.cfm?ruleID=203.0&subRuleID=&ruleType=APP> Taken from as a Pro-se Appellate

- A. Name of the judge: J. Michelle Childs
- B. Docket #1:16-cv-00255
- C. Date of Decision June 7<sup>th</sup> 2017
- D. lawyer's names: S.W.B. PA - Brandon R. Gottschall esquire and William O. Sweeney III esquire  
Respondent attorneys

EXHIBIT:1 AMICA policy showing that AMICA is responsible for the fees up to the Maximum which is 100,000 per person and per accident. (meaning 300,000)

There is no reason for a MOTION to DISMISS to succeed as clearly the plaintiff showed FACTS over and over that have never been acknowledged by the Magistrate or attorneys therefore concerning RULE 701, 703

If the APPELLATE Court reviews all of the plaintiff/appellant responses...etc... you will see continually a repetitious number of EXHIBITS that show that the accident could NOT of possibly happened the way it has been unfolded and that AMICA indeed Breached the Contract

with a Fraudulent Act, and Acts by the Magistrates of ignoring the FACTS and allowing a motion to be accepted by the lawyers with NO CASES as an example given. MY FACTS are backed up with a multiple of Law cases, and I have tried over and over spending an exorbitant amount of money and the Magistrate ignores all, and does not accept or even mention any of the FACTS listed which cannot be denied as sufficient proof to have had AMICA find me liable in the FIRST place EXCEPT that I am a New Yorker, in the Land of the Palmetto!

Respectfully;

*Mary C Randall*  
Mary C Randall

*pro-se  
Appellate*

*July 5<sup>th</sup> 2017*

FORM 1  
NOTICE OF APPEAL IN A CIVIL CASE

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

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

George E. Brown, Circuit Court Judge

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JUL 10 2017

SC Court of Appeals

Case No. #1:16-cv-00255-JMC-SVH

Mary C Randall Po box 65 Wells N.Y. 12190

Mary C Randall pro-se Appellant

v.

Richard Tierney AMICA Greenville Branch manager

M. Pedersen AMICA Greenville Adjuster both representing

AMICA MUTUAL Insurance Company Respondent

NOTICE OF APPEAL

Mary c Randall pro-se appeals the order [judgment] of the Honorable J. Michelle Childs dated June 7<sup>th</sup> 2017. Appellant received written notice of entry of this order [judgment] on June 22, 2017-again sent wrong address Now, I am sending APPEAL on July 5<sup>th</sup> 2017. I have sent a request for PACER to this case so I can save money and just have it posted on PACER.

Respectfully:

*Mary C Randall pro-se Appellant*

Mary C Randall pro-se APPELLANT

Po Box 65 Wells N.Y. 12190 (518)924-2149 landline only e-mail

[palmer.mc@hotmail.com](mailto:palmer.mc@hotmail.com)

S.W.B. PA. po box 12129 Columbia S.C. 29211

Brandon R. Gottschall esquire Fed I.D. No. 12201

William O. Sweeney, III Fed I.D. No. 4405

Respondent Attorneys

SENT: July 5<sup>th</sup> 2017

Proof of Service of a NOTICE of APPEAL July 5<sup>th</sup> 2017

THE STATE OF SOUTH CAROLINA CASE # 1:16-cv-00255-JMC-SVH

In The Court of Appeals

[In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

Sent to :

A. S.W.B. PA. Po box 12129 Columbia S.C. 29211

Attn: Brandon R. Gottschall esquire

William O Sweeney, III esquire

B. U.S. District Court District of South Carolina

Clerk's Office

901 Richland Street

Columbia, South Carolina 29201

Both were sent U.S. postal service postage pre-paid

\*\*\*\*\*Also: A request to be able to use PACER-I have an existing account on PACER\*\*\*\*\*

Sent by: *Mary C Randall pro-se Appellant*

Appellant Mary C Randall pro-se

Po box 65 Wells N.Y. 12190 (518)924-2149 landline only [palmer.mc@hotmail.com](mailto:palmer.mc@hotmail.com)

**RECEIVED**

JUL 10 2017

SC Court of Appeals

UNITED STATES DISTRICT COURT

District of Aiken SC

Plaintiff

v.

Defendant

I, MARY C Randall

declare that I am the (check appropriate box)

APPLICATION TO PROCEED WITHOUT PREPAYMENT OF FEES AND AFFIDAVIT

Appeal -

CASE NUMBER:

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JUL 10 2017

SC Court of Appeals

petitioner/plaintiff/movant  other

in the above-entitled proceeding; that in support of my request to proceed without prepayment of fees or costs under 28 USC §1915 I declare that I am unable to pay the costs of these proceedings and that I am entitled to the relief sought in the complaint/petition/motion.

In support of this application, I answer the following questions under penalty of perjury:

1. Are you currently incarcerated?  Yes  No (If "No," go to Part 2)

If "Yes," state the place of your incarceration \_\_\_\_\_

Are you employed at the institution? \_\_\_\_\_ Do you receive any payment from the institution? \_\_\_\_\_

Attach a ledger sheet from the institution(s) of your incarceration showing at least the past six months' transactions.

2. Are you currently employed?  Yes  No

a. If the answer is "Yes," state the amount of your take-home salary or wages and pay period and give the name and address of your employer.

b. If the answer is "No," state the date of your last employment, the amount of your take-home salary or wages and pay period and the name and address of your last employer.

3. In the past 12 twelve months have you received any money from any of the following sources?

- a. Business, profession or other self-employment  Yes  No
- b. Rent payments, interest or dividends  Yes  No
- c. Pensions, annuities or life insurance payments  Yes 71.50  No
- d. Disability or workers compensation payments  Yes  No
- e. Gifts or inheritances  Yes  No
- f. Any other sources  Yes  No

If the answer to any of the above is "Yes," describe, on the following page, each source of money and state the amount received and what you expect you will continue to receive.

4. Do you have any cash or checking or savings accounts?  Yes  No

If "Yes," state the total amount. 100.00

5. Do you own any real estate, stocks, bonds, securities, other financial instruments, automobiles or any other thing of value?  Yes  No

If "Yes," describe the property and state its value.

→ have 1 car. otherwise nothing

6. List the persons who are dependent on you for support, state your relationship to each person and indicate how much you contribute to their support.

self

I declare under penalty of perjury that the above information is true and correct.

7-5-17                      Mary C. Pando  
Date    Signature of Applicant

**NOTICE TO PRISONER:** A Prisoner seeking to proceed without prepayment of fees shall submit an affidavit stating all assets. In addition, a prisoner must attach a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months in your institutional accounts. If you have multiple accounts, perhaps because you have been in multiple institutions, attach one certified statement of each account.

- (1) ~~is~~ Gross Vehicle Weight Rating of 10,000 lbs. or less; and
  - (2) is not used for the delivery or transportation of goods and materials unless such use is:
    - (a) Incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
    - (b) For farming or ranching.
2. Coverage for a **newly acquired auto** is provided as described below. If you ask us to insure a **newly acquired auto** after a specified time period described below has elapsed, any coverage we provide for a **newly acquired auto** will begin at the time you request the coverage.
- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a **newly acquired auto** will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a **newly acquired auto** which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.
 

If a **newly acquired auto** replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
  - b. Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
- (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, an Other Than Collision deductible of \$500 will apply.

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## PART A - LIABILITY COVERAGE

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### INSURING AGREEMENT

A. We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the **insured**. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any

claim for **bodily injury** or **property damage** not covered under this policy.

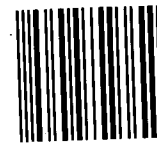
B. "Insured" as used in this Part means:

1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
2. Any person using **your covered auto**.
3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

Mary C. Randall  
PO Box 65  
Wells, NY 12190



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29201

U.S. POSTAGE  
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12078  
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Columbia, S.C. 29201

