

IN THE STATE OF SOUTH CAROLINA'S
Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas and General Sessions

R. Scott Sprouse Judge

Appellate Case No. 2017-001448

Appeal No. 2016-CP-04-00560

Civil Case No. 2015-CV-04101-03735

RECEIVED
MAR 01 2018
SC Court of Appeals

George C. McCullough, Appellant

v.

Author Solutions, LLC, Respondent

Amended

RECORD ON APPEAL

George C. McCullough, Esq.
1106 Erskine Rd
Anderson, South Carolina 29621
(864) 642-1867
Pro Se, Litigant

Author Solutions, LLC
Tania Charkaborty
1663 Liberty Dr.
Bloomington, Indiana 47403
Attorney for Respondent

INDEX

Anderson County Tenth Circuit Court of Common Pleas and General Sessions records:

Circuit Court Order denying Appellant’s Appeal of May 3, 2017.....8
Circuit Court Reporter Transcripts of Proceedings of March 30, 20171-7
Summary Court Magistrate reply Order of March 9, 2017..... 9-12
Summary Court Magistrate reply Amended Return of January 25, 2017..... 13-14
Circuit Court Order remanding case to Summary Court of December 9, 2016..... 15-17
Appellant Motion for Default and Entry of Default Judgment of August 8, 2016 18-20
Appellant Formal Brief of March 14, 2016..... 21-33
Appellant Notice of Appeal of March 4, 2016..... 34
Appellant Exhibit D, American Arbitration Association’s Consumer Arbitration
Rules, pp.15, R-9 35-36

Anderson County Summary Court records:

Defendant Exhibit 2, Trafford Publishing Terms and Conditions April 3, 2009..... 37-43
Defendant Jurisdiction Challenge of December 8, 2015..... 44-45
Defendant Answer of November 11, 2015..... 46
Plaintiff Exhibit C, contract agreement cancellation correspondence of June 22, 2010
to August 17, 2011 47-53
Plaintiff Exhibit B, Trafford Publishing Guide, with Publishing Agreement of
May 10, 2005 54-57
Plaintiff Exhibit A, Summary Court Case History of October 5, 2015 to
February 17, 2016 58-59
Certificate of Appellant..... 60

1

2

CLERK: George McCullough versus Author Solutions, LLC. This is a Motion.

3

4

THE COURT: Mr. McCullough, please have a seat.

5

6

MR. McCULLOUGH: Yes, sir.

7

8

THE COURT: (Upon review of file), -- who is the attorney on the other side?

9

10

CLERK: This is what we have, (tenders file to Judge Sprouse).

11

THE COURT: (Reviewing).

12

13

CLERK: And notices and everything were sent to the company's address.

14

THE COURT: Okay.

15

16

17

18

19

CLERK: At one time that attorney responded to us but she is just not listed in the system for some reason, so I -- so I'll have somebody from the Clerk's office bring the paper copy file up.

20

THE COURT: Okay.

21

22

CLERK: Because I know that there was a female attorney who did file something.

23

24

25

THE COURT: There was an attorney here when we had the previous hearing. Mr. McCullough, have you received any contact

1 from an attorney?

2 MR. McCULLOUGH: The last attorney that
3 I heard from was --- (interrupted).

4 THE COURT: Okay.

5 MR. McCULLOUGH: I had some document
6 where I'd, but that's ---

7 THE COURT: Okay. I'm looking at the
8 file, (reviewing).

9 MR. McCULLOUGH: Yes, sir.

10 THE COURT: (Upon review), I see that
11 the notice went to the defendant Author
12 Solutions, a Canadian corporation.

13 CLERK: Yes, sir.

14 THE COURT: No attorney is listed.

15 CLERK: Yes, sir, that's right. It was
16 mailed directly to Author Solutions, to an
17 address in ---

18 THE COURT: Bloomington, Indiana.

19 CLERK: --- Bloomington, Indiana.

20 Yes, sir.

21 THE COURT: Yeah, that's -- uh, but
22 it's, uh, -- (pause).

23 And the e-file that I have here basically
24 begins with the Form 4 from when I heard this
25 back in December.

1 CLERK: Yes, sir.

2 THE COURT: So I don't have any
3 information prior to that.

4 I will note for the record that this case
5 was heard, -- that this is an appeal from the
6 magistrate's court.

7 This was heard by the Court previously
8 and remanded to magistrate's court, so that
9 the magistrate could issue a formal Order
10 setting forth full findings of fact and the
11 applicable law.

12 Judge Eubanks did so. We received an
13 Order from the magistrate's court which is
14 dated March 13th, 2017, setting forth full
15 findings of facts and law, dismissing the
16 plaintiff's case.

17 Now, we are back here for an appeal of
18 that Order. Of course we are now at that
19 hearing, no one on behalf of the defendant
20 has appeared. However it appears that notice
21 was sent directly to the party and not to the
22 attorney.

23 So, uh, this is what -- this is what
24 we'll do. Mr. McCullough, I am going to go
25 ahead and hear -- you submitted a memo that

George C. McCullough v. Author Solutions, LLC
Case No. 16-CP-04-0560
Hearing of March 31, 2017
Before The Honorable R. Scott Sprouse

6

1 Code section 15-7-30, (affirmative nod).

2 MR. McCULLOUGH: Yes, sir.

3 THE COURT: --- factors to consider.

4 Okay.

5 MR. McCULLOUGH: And the law code was
6 irrelevant, didn't have any basis for the
7 dismissal because the summary court does have
8 jurisdiction to hear small claims cases from
9 courts outside of South Carolina.

10 Again, Judge Eubanks, she, uh, dismissed
11 it because it was outside the state of South
12 Carolina.

13 THE COURT: Well, ---

14 MR. McCULLOUGH: Judge Eubanks, she --
15 she, uh, she identified it as being -- she
16 identified the company as being a domestic --
17 as being a domesticated company but that they
18 were not allowed to be sued in the state of
19 South Carolina because South Carolina courts
20 had no jurisdiction.

21 But, uh, the state statute that she gave
22 for the small claims case does give the State
23 of South Carolina jurisdiction to hear a
24 claim in small claims court.

25 THE COURT: Okay. Okay, Mr.

1 McCullough, again I have the memo that you've
2 submitted which I am going to read. Is there
3 anything else that you would like to tell me?

4 MR. McCULLOUGH: Let's see, (review-
5 ing). Yes. Among the reasons that she gave
6 for dismissing the claim, she stated that the
7 -- that the arbitration clause that required
8 a case be heard; and, finally, that the --
9 and, uh, the arbitration clause does allow
10 for a plaintiff to bring a claim directly in
11 small claims court in South Carolina.

12 THE COURT: Okay. All right. Thank
13 you, Mr. McCullough. I am going to take it
14 under advisement.

15 I'm going to give the defendant ten (10)
16 days to submit a brief.

17 I have the file. I'll let you know my
18 ruling. Thank you, sir.

19 MR. McCULLOUGH: Thank you.

20 (HEARING CONCLUDED)

21

22

23

24

25

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

JUDGMENT IN A CIVIL CASE

IN THE COURT OF COMMON PLEAS

CASE NO. 2016CP0400560

George C. McCullough
PLAINTIFF(S)

Author Solutions
DEFENDANT(S)

Submitted by: Court

Attorney for: Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT:** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT:** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. 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
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

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

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court. Based upon a review of the entire record, the appeal is **DENIED** and the Judgment of the Magistrate is **AFFIRMED**.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

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

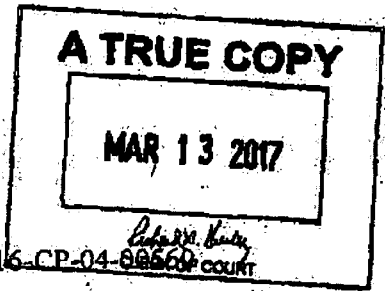
vs.)

Author Solutions, LLC)
Defendant - Respondent)

ORDER

APPEAL NO. 2016-CP-04-00560 court

Civil Case No. 2015CV0410103735



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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ANDERSON, SC
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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.

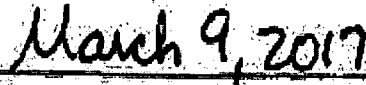
III. CONCLUSION

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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COMMON PLEAS AND
GENERAL SESSIONS



STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

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707 JUN 25 AM 10: 58

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

Civil Case No. 2015CV0410103735

vs.

Author Solutions, LLC
Defendant - Respondent

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; Prepare 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

COMMON PLEAS AND
GENERAL SESSIONS

JAN 25 11:58

FILED CLERK'S OFFICE
ANDERSON, SC

IN THE COURT OF COMMON PLEAS

CASE NO. 2016CP0400560

George C. McCullough
PLAINTIFF(S)

Authors Solution
DEFENDANT(S)

Submitted by: Court	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> 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 Statement of Judgment by the Court. Judge Sprouse finds that there is no final order to rule on. He remands the case to Summary Court for Judge Eubanks to file an order setting forth a full finding of facts and the applicable law detailing her ruling to dismiss for lack of jurisdiction.

ORDER INFORMATION

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

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below:		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (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
SCRCP Form 4C (03/2013)

2752
Judge Code

Date
Page 1



Anderson Common Pleas

Case Caption: George C McCullough VS Author Solutions

Case Number: 2016CP0400560

Type: Order/Form 4


s/R. Scott Sprouse, Judge #2752

Tenth Judicial Circuit

Electronically signed on 2016-12-09 14:11:36 page 3 of 3

7. The respondent is not an infant or incompetent person.
8. The appeal of the appellant is for: the clerk of court to enter default judgment, and the Summary Court's action to dismiss be vacated on appeal for a trial de novo.

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

Signed 
George C. McCullough, Appellant (Pro Se)
on this 17th day of August, 2016

August 17, 2016

George C. McCullough
1106 Erskine Rd
Anderson, South Carolina 29621
(864) 642-1867
Pro Se

THE STATE OF SOUTH CAROLINA
In The Tenth Circuit Court of Appeals

APPEAL FROM ANDERSON COUNTY
Summary Court

Wynee D. Eubanks Judge

Case No. 2016-CP-04-00560

George C. McCullough, Pro Se

Appellant

v.

Authors Solutions

Respondent

MOTION FOR ENTRY
OF DEFAULT JUDGMENT

Appellant George C. McCullough requests that entry of default of judgment by default be entered against defendant Authors Solutions, LLC pursuant to Federal Rule Civil Procedure 55 (b) and SCRCP 55 (b). In support of this request appellant relies upon the record in this case and the affidavit submitted herein.

August 17, 2016

George C. McCullough
1106 Erskine Rd
Anderson, South Carolina 29621
(864) 642-1867
Pro Se

Signed


George C. McCullough, Appellant (Pro Se)

on this 17th day of August, 2016

THE STATE OF SOUTH CAROLINA
The Anderson County Tenth Circuit Court of Appeals

APPEAL FROM ANDERSON COUNTY
Summary Court

Wynee D. Eubanks Judge

Case No. 2016-CP-04-00560

George C. McCullough, Pro Se

Appellant

v.

Author Solutions

Respondent

FORMAL BRIEF OF APPELLANT

George C. McCullough
1106 Erskine Rd
Anderson, South Carolina 29621
Pro Se, Litigant
(864) 642-1867

TABLE OF CONTENTS

Table of Authorities	ii
Statement of Issues on Appeal	1
Statement of the Case	1-3
Facts	3-5
Arguments	5-10
Conclusion	10

CASES

Attaway v. Omega, 903 N.E.2d 73 (Ind. App. 2009)6
Main v. Thiboutot, 100 S. Ct. 2502 (1980).....4
Moosally v. W. W. Norton Company, 594 S.E.2d 878 (S.C. App. 2004)6
Zippo Mfg. Co. v. Zippo Dot Com, Inc., 952 F. Supp. 1119 (W.D. Pa. 1997)7

STATUTES

S.C. Code Ann. § 15-5-150 (1977).....6
SC Code Ann § 22-3-10 (1) (2004)7
SC Code Ann § 36-2-803 (2003)7
SC Code § 15-7-30 (G) (2013)7
SCMCR 4 (b)7

OTHER AUTHORITIES

American Arbitration Association’s Consumer Arbitration Rules (R-9 (a))..... Apndx 1-2

APPENDIX

Appellant’s Exhibit A, Case History 17-18
Appellant’s Exhibit B, Trafford Publishing Terms and Conditions (2005)..... 13-16
Appellant’s Exhibit C, contract cancellation correspondence 10-12
Appellant’s Exhibit D, American Arbitration Association’s Consumer Arbitration Rules (R-9 (a)) 1-2
Defendant’s Exhibit 2, Trafford Publishing Terms and Conditions (2009) 3-9
Defendant’s Jurisdiction Challenge 19-20

1

I. STATEMENT OF ISSUES ON APPEAL

2

A. DID LOWER COURT CONDUCT HEARING ON JURISDICTION CHALLENGE OR
3 THAT OF A BENCH TRIAL HEARING?

4

B. WAS DEFENDANT'S SPECIAL APPEARANCE WAIVER AND SUBMISSION TO
5 MAGISTRATE JURISDICTION?

6

C. IS DEFENDANT'S 2009 CONTRACT AND ARBITRATION CLAUSE BINDING,
7 SUPERCEDES ORIGINAL 2005 CONTRACT, AND FORM GROUNDS FOR DISMISSAL?

8

D. WAS IMPARTIAL DELIBERATION AND RULING RENDERED?

9

II. STATEMENT OF THE CASE

10

A. Breach of Contract.

11

May 10, 2005 a contractual agreement was signed with Trafford Publishing Services

12

for publishing of a book, "*Eternal Doctrine: The Bible in Sequence*". The company was

13

located in Victoria, BC, Canada. It offered internet customers globally print-on-demand self-

14

publishing via the World Wide Web. It was billed by company advertisement as a convenient

15

and cost effective alternative to vanity press and traditional publishing. Several payments

16

totaling \$4,749.00 were paid by electronic credit card transfers to Trafford, and to a member

17

of its Talent Pool, in 2005-2006 for certain necessary services available for completion of a

18

two volume set of the book.

19

On purchase of Trafford Publishing April 1, 2009, Author Solutions became

20

contractually obligated to fulfill terms of the publishing agreement made May 10, 2005 with

21

newly acquired subsidiary Trafford. Author Solutions would not follow through on

22

contractual obligation to complete publishing in Canada under a Canadian ISBN. To gain

23

third party consent¹, the defendant did not notify by writing, in accordance with terms and

¹Third party contractual consent required Author Solutions enter business combination with Trafford's former owners once written pre-closing consent was gained of third parties. This would allow plaintiff to exercise optional right of whether to terminate in accordance with terms.

1 conditions outlined in the May 10, 2005 agreement, prior to entering the business
2 combination. Nor did it so notify thereafter its intent not to complete publishing in Victoria,
3 BC. Unannounced, had contract terms been therefore breached. Applnt's Exbh B at p. 13-16
4 (16.1-2 and 16.4). And, also for this reason an immediate request for cancellation nor refund
5 for services could be made. Applnt's Exbh C at pp. 10-12. Refund of payments was denied
6 by Author Solutions on November 11, 2010. Cancellation was allowed.

7 B. Mediation.

8 Two separate unsuccessful attempts were underwent to reconcile by negotiation, with
9 the Indiana Better Business Bureau (, hereinafter BBB,) and Indiana Attorney General acting
10 as third party mediation. Once the BBB and Attorney General were led by Author Solutions
11 to believe it in compliance with reached mediation resolution, they both ended their
12 involvement. Nevertheless, thereafter the company soon resumed efforts to gain additional
13 payments; \$2,199 more for marketing, and between \$1,499-\$5,500 more for completion of
14 the second volume. Purchase of these marketing services, and for production of a second
15 book of the two volume set were previously made when the firm was in Victoria, British
16 Columbia; therefore, other additional payments were refused.

17 What the company sought was hundreds and thousands of dollar payments made to
18 Trafford, when it was in Victoria, BC, be repaid to it in its Indiana location for the same
19 exact services. Formal Complaint was therefore filed with the Anderson County Summary
20 Court on September 29, 2015 claiming fraudulence and breached agreed upon mediation.

21 C. Trial court.

22 After notice and service, defendant's counsel entered motion December 8, 2015 to
23 challenge jurisdiction of the lower court. Court's clerk assured plaintiff that the court had
24 state's constitutional power to precede with the hearing. In also further reply to the motion,

1 motion for an Amendment to Complaint was entered January 18, 2016 to correct deficit of
2 facts and evidence not made available in original Complaint on record.

3 Upon appearance in court, defense counsel for Author Solutions' first action was to
4 present the court with an April 3, 2009 contract, with its terms, to support its jurisdictional
5 challenge. Terms of that contract included a nonbinding arbitration clause stipulating
6 resolution through the American Arbitration Association (, hereinafter AAA,) in
7 Bloomington, Indiana where the defendant is incorporated. Applnt's Exhbt D, AAA Rules R-
8 9 (a) at Apndx pp. 1-2. Court ruled the April 3, 2009 contract superseded the cancelled May
9 10, 2005 contract I had entered. Therefore, the arbitration clause of the former was binding,
10 and nulled court's jurisdiction. Trial court's actions to so allow stood no means as novation²
11 of the 2005 contract.

12 Here toward demonstrating equitable disparity of the court is it stressed how on
13 attempt to raise oppose that the 2009 contract and its terms were wholly nonbinding,
14 inadmissible, and provided no support of defense counsel's jurisdictional challenge; Judge
15 Eubanks, the trial court judge overlooked the objection and yet ruled in the defendant's favor
16 to dismiss for lack of jurisdiction.

17 III. FACTS

18 A. Procedure.

19 From opening remarks to close, tone of judge and trial was solidly partial toward
20 defense counsel; i.e., nonprofessional Pro Se litigant's petty cause despairing professional
21 officers of the court. Little interest was expressed about plaintiff's grievance of complaint
over fraud or breach. Proceeding was, moreless, what could be best described kangarooed.

² *Novation* is a contract invention that would allow parties to mutually agree voluntarily to extinguish an old contract and substitute it with a new. It cannot be performed within legal bounds without the tripartite of parties' consent. Author Solutions presenting a 2009 contract implied novation of contract aptly occurred upon purchase of Trafford Publishing Services.

1 Omitting brief recess, a proximate five to ten minutes was hearing length. Court's ethics
2 are governed by rules. SCMC Rule 13 and SCRCP Rule 43 require judges to fairly question
3 parties for complete presentation of claims, trial judge's actions held not in check therewith
4 procedural rules. When upon objection to inadmissibility of defense counsel's actions to
5 maintain supersede of the nonbinding contract's arbitration terms was made; Judge Eubanks
6 abruptly, without deliberation, responded unto retort, "[Y]ou are entitled to Due Process . . .
7 You don't understand, that's in another country." Magistrate would consider no allowance
8 for oral arguments on facts and evidence of record contained in plaintiff's Amendment to
9 Complaint clearly proving court's jurisdiction, or objection against invalidity of the 2009
10 contract and its arbitration clause upon which her decision to dismiss was based. Dfdn't
11 Exhbt 2, pp. 3-9 Trafford Publishing Terms and Conditions. The judge in fact never ruled on
12 allowance to enter, nor entered officially plaintiff's Amendment to Complaint into record.
13 Applnt's Exhbt A, pp.17-18 Case History.

14 B. Special Appearance.

15 Trail set on the February 3, 2016 hearing date was to be that of a bench trial on the
16 merits of record. Yet, *supra*, when the court convened lower court's judge conducted the
17 proceeding as a hearing on the defendant's jurisdiction challenge.

18 In her opening remarks trial judge asserted necessitation to first address jurisdiction
19 in order for the court to move forward on merits of subject matter. Federal and state law has
20 been clear in establishing correct manner whereby defendants may challenge a court's
21 jurisdiction before a hearing. Main v. Thiboutot, 100 S. Ct. 2502 (1980). SCOTUS has
22 affirmed that it is upon courts themselves to prove jurisdiction prior to trial, not on plaintiff's
23 either defendant's arguments during the normal course of a trial proceeding. Acknowledged is
24 that counsel in behalf of a defendant can make such claim without making an appearance

1 prior to trial. However, its written motion request must bar subject matter and be limited
2 solely to issues of jurisdiction. Should defense counsel appear in person to so defend, it
3 constitutes a waiver and therefore submission to the forum's jurisdiction. Author Solutions'
4 defense counsel made such an appearance.

5 As was so for the valid 2005 contract and the invalid 2009 contract, Judge Eubanks
6 morphed the defendant's challenge to jurisdiction with the bench trial. February 3, 2016 was
7 without doubt to be a bench trial hearing on subject matters, and not a hearing on
8 jurisdictional matters. Therefore, special appearance of counsel before the court on this date
9 waived in itself defendant's right to challenge jurisdiction; however, trial judge selected to
10 bother none to redress any of issues with regards to defense counsel's special appearance.

11 IV. ARGUMENTS

12 I. TRAVERSE OF COMMON CASE LAW RULINGS ON THE MATTERS HAS DENIED 13 PLAINTIFF CONSTITUTIONAL DUE PROCESS PROTECTION.

14 A. Indiana Long-arm Statute.

15 Defendant named in this cause of action is not a stranger to litigation about issues
16 surrounding jurisdictional power. It has a history of like-cases that have gone before courts
17 without boundaries of state territory of Indiana wherein it has its incorporate domicile. Be it
18 so, the defense's holding Anderson County Summary Court's magistrate venue ineligible to
19 hear the matters presented is misleading or follows an unintelligible line of reasoning. In
20 compliance with and acknowledge of powers of all foreign States to exercise specific
21 personal jurisdiction over foreigners, the Indiana Court of Appeals itself, upon meeting
22 required test for jurisdiction, in *Attaway v. Omega*, 903 N.E.2d 73 (Ind. App. 2009) ruled in
23 its decision to uphold jurisdiction of its lower court's power. Of a pinnacle case for setting
24 precedence for internet jurisdiction, litigants had disputed a transaction taking place via the

1 internet's World Wide Web; bearing in many ways similitude of the case now at question.

2 B. South Carolina Long-arm Statute.

3 And, South Carolina courts have unto them a "Door Closing Statute" for exercise of
4 the state's long-arm statute. The South Carolina appellate in a historical case of national
5 interest, Moosally v. W.W. Norton Company, 594 S.E. 2d 878 (S.C. App. 2004), rendered in
6 its decision:

7 *Appellants assert the trial court erred in determining they were barred from*
8 *bringing suit against W.W. Norton by South Carolina's door closing statute. We*
9 *agree.*

10 *South Carolina's door closing statute reads:*

11 * * *An action against a corporation created by or under the laws of any other
12 state, government or country may be brought in the circuit court:

13 *(1) By any resident of this State for any cause of action; or*

14 *(2) By a plaintiff not a resident of this State when the cause of action shall have*
15 *arisen or the subject of the action shall be situated within this State* * *.S.C.*

16 *Code Ann. § 15-5-150 (1977). Initially, the parties incorrectly frame the issue of*
17 *the door closing statute as one of subject matter jurisdiction. Although there has*
18 *been some confusion on this matter, our Supreme Court recently clarified: "§ 15-*
19 *5-150 does not involve subject matter jurisdiction but rather, determines the*
20 *capacity of a party to sue." Farmer v. Monsanto Corp., 353 S.C. 553, 557, 579*
21 *S.E.2d 325, 327 (2003) (overruling previous holding otherwise).]*

22 More expressly, magistrate courts have jurisdictional power pursuant inferior of

1 interpretations of the Door Closing Statute: SC Code § 15-7-30³ (G), SC Code Ann § 22-3-10
2 (1), and SC Code Ann § 36-2-803 (A) (1). Also, SCMCR 4 (b) certifies:

3 ***A civil action may be filed in any magistrates court in the county in which the
4 plaintiff resides or where the cause of action arose when the defendant does not
5 reside in this State and jurisdiction is based upon S.C. Code Ann. § 36-2-803***

6 C. Federal Long-arm Statute and Internet.

7 Neither statutory case reference or written authorities commending actions taken to
8 dismiss for lack of jurisdiction were offered by the defense or magistrate. Yet, statutes and
9 legal authorities on the subject are distinctive and clairvoyant on Federal and state level.
10 Unanimously have states adopted SCOTUS' measures to resolve jurisdiction issues. Its,
11 "Three Pronged Test" implemented has proven effective for retaining fair play, substantial
12 justice, and protecting parties' individual constitutional Fourteenth Amendment Due Process
13 rights. Further paramount a case involving jurisdiction and the internet is Zippo Mfg. Co. v.
14 Zippo Dot Com, Inc., 952 F. Supp. 1119 (W.D. Pa. 1997). In the Zippo case, divide over
15 power of an out of state forum to entertain internet cases, a borderless communication
16 medium, circumvented application of a three prong test for jurisdiction. Pennsylvania's
17 Federal appellate ruled as follows:

18 *A three-pronged test has emerged for determining whether the exercise of*
19 *specific personal jurisdiction over a non-resident defendant is appropriate: (1)*
20 *the defendant must have sufficient "minimum contacts" with the forum state, (2)*
21 *the claim asserted against the defendant must arise out of those contacts, and (3)*
22 *the exercise of jurisdiction must be reasonable. Id. The "Constitutional*
23 *touchstone" of the minimum contacts analysis is embodied in the first prong,*

1 "whether the defendant purposefully established" contacts with the forum state.
2 *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475, 105 S.Ct. 2174, 2183-84, 85
3 *L.Ed.2d* 528 (1985) (citing *International Shoe Co. v. Washington*, 326 U.S. 310,
4 319, 66 S.Ct. 154, 159- 60, 90 *L.Ed.* 95 (1945)). Defendants who "reach out
5 beyond one state' and create continuing relationships and obligations with the
6 citizens of another state are subject to regulation and sanctions in the other State
7 for consequences of their actions." *Id.* (citing *Travelers Health Assn. v. Virginia*,
8 339 U.S. 643, 647, 70 S.Ct. 927, 929, 94 *L.Ed.* 154 (1950)). "[T]he
9 foreseeability that is critical to the due process analysis is ... that the defendant's
10 conduct and connection with the forum State are such that he should reasonably
11 expect to be haled into court there." *World-Wide Volkswagen Corp. v. Woodson*,
12 444 U.S. 286, 297, 100 S.Ct. 559, 567, 62 *L.Ed.2d* 490 (1980). This protects
13 defendants from being forced to answer for their actions in a foreign jurisdiction
14 based on "random, fortuitous or attenuated" contacts. *Keeton v. Hustler*
15 *Magazine, Inc.*, 465 U.S. 770, 774, 104 S.Ct. 1473, 1478, 79 *L.Ed.2d* 790 (1984).
16 "Jurisdiction is proper, however, where contacts proximately result from actions
17 by the defendant himself that create a 'substantial connection' with the forum
18 State." *Burger King*, 471 U.S. at 475, 105 S.Ct. at 2183-84 (citing *McGee v.*
19 *International Life Insurance Co.*, 355 U.S. 220, 223, 78 S.Ct. 199, 201, 2 *L.Ed.2d*
20 223 (1957)).]

21 We conclude that this Court may appropriately exercise personal jurisdiction
22 over the Defendant and that venue is proper in this judicial district.

23 With there being such well hailed litigation between States having to do with jurisdiction,
24 magistrate had a plethora of notable cases and statutes accessible for a method to quickly
25 establish correct precedents for her ruling. None were though heeded.

26 II. COURT ERRED WHEN INVOKING ARBITRATION AS GROUNDS TO DISMISS
27 OVER REPUDIATION.

1 A. Invalid contract and arbitration clause.

2 Though well broadly known these Federal and state statutes, what has complicated
3 case pending before the appellate, *supra*, is Judge Eubank's move to void lower court's
4 jurisdiction by giving precedence to an invalid contract's arbitration clause. Id. Dfdnt's Exhbt
5 pp. 9-8 (items 13 and 15-19). Counsel on appearance did not produce written copy of the
6 2009 contract, dated and bearing plaintiff's signature. P. 16 items 16.1 and 16.4, *Both*
7 *parties agree*, of the original 2005 contract entered that was 'dated and signed' plainly states,

8 (16.1) *This agreement is non-exclusive and either party may terminate this*
9 *agreement at any time on delivering immediate written notice without any*
10 *necessary cause*

11 (16.4) *Changes to this contract may be necessary from time to time to reflect*
12 *evolution of Trafford's service to self-publishing authors and the author will be*
13 *notified in such an eventuality, provided either party retains the right to terminate*
14 *at any time*

15 A mutual paper nor electronic agreement signing of the April 3, 2009 contract ever happened
16 with the parties; as in accordance with p. 7 item 15's, *Transmission by you, Acceptance by*
17 *Us*, descriptions. Binding terms and conditions of the May 10, 2005 contract were in affect
18 up until the defendant Author Solutions breached on purchase of subsidiary Trafford
19 Publishing. Id. Dfdnt's Exhibit 2, p. 5 (7.1); Id. Applnt's Exhbt B, p. 16 (16.1 and 16.4).
20 Written cancellation took place June 24, 2010 in accordance with terms and conditions the
21 2005 contract contained. Id. Applnt's Exhbt C, pp. 1-3. Acknowledged is defendant's
22 contractual rights to make changes updating services offered, as 2005's 'dated and signed'
23 contract, p. 16 (16.4), stipulates. Yet, here is it argued that since the 2005 contract was
24 breached and cancelled, and all breached mediation efforts failed to reconcile, 2009's

1 'undated and unsigned' contract is not in any way of binding force. Author Solutions'
2 subsidiary Trafford refusing its performance obligation constituted repudiation. Rescission
3 and refund of payments, so to return the parties to their pre-contractual statuses, was what
4 was rightly appropriate a remedy.

5 Magistrate court ruling dismissal by granting defendant arbitration rights is void.
6 AAA itself, in recognition of Due Process, limits its ability to upstage powers of the courts.
7 Rules for complainants who file with it, restrict AAA from usurp. of the courts; recognizing
8 their right to pursue legal action in small claims courts. Id. AAA's Consumer Arbitration
9 Rules at Apndx pp.1-2. The judge's acquiescence of jurisdiction based, therefore, thereupon
10 was unjustified and in violation of plaintiff's Fourteenth Amendment Due Process clause
11 rights.

12 V. CONCLUSION

13 Whereof for reasons mentioned above, lower court's ruling to dismiss should be
14 overturned, and the case remanded for further action on the merits.

2016-CP-04-00560

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
The Anderson County Tenth Circuit Court of Appeals

APPEAL FROM ANDERSON COUNTY
Summary Court

Wynnee D. Eubanks Judge

Case No. 2015CV0410103735

George C. McCullough, Pro Se

Appellant

v.

Author Solutions

Respondent

NOTICE OF APPEAL

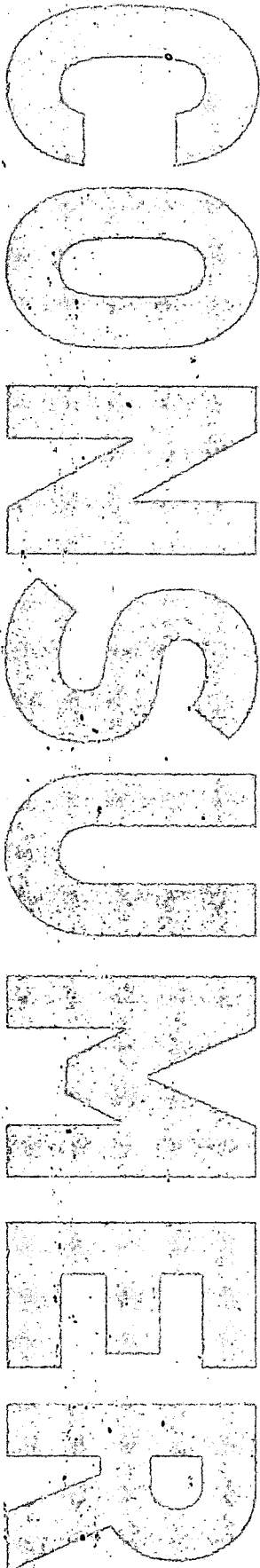
George C. McCullough appeals the order of the Honorable Wynnee D. Eubanks dated February 3, 2016. Appellant received written case history of this order on February 17, 2016.

February 22, 2016

George C. McCullough
1106 Erskine Rd
Anderson, South Carolina 29621
(864) 642-1867
Pro Se

A TRUE COPY
MAR - 4 2016
34 *Richard X. Butler*
ANDERSON CLERK OF COURT

FILED-CLERK'S OFFICE
ANDERSON SC
COMMON PLEAS AND
GENERAL SESSIONS
2016 MAR - 4 PM 1:00



Consumer Arbitration Rules



AMERICAN ARBITRATION ASSOCIATION®

Available online at adr.org/consumer

Rules Amended and Effective September 1, 2014

Cost of Arbitration Effective January 1, 2016

R-9. Small Claims Option for the Parties

If a party's claim is within the jurisdiction of a small claims court, either party may choose to take the claim to that court instead of arbitration as follows:

- (a) The parties may take their claims to small claims court without first filing with the AAA.
- (b) After a case is filed with the AAA, but before the arbitrator is formally appointed to the case by the AAA, a party can send a written notice to the opposing party and the AAA that it wants the case decided by a small claims court. After receiving this notice, the AAA will administratively close the case.
- (c) After the arbitrator is appointed, if a party wants to take the case to small claims court and notifies the opposing party and the AAA, it is up to the arbitrator to determine if the case should be decided in arbitration or if the arbitration case should be closed and the dispute decided in small claims court.

R-10. Administrative Conference with the AAA

At the request of any party or if the AAA should so decide, the AAA may have a telephone conference with the parties and/or their representatives. The conference may address issues such as arbitrator selection, the possibility of a mediated settlement, exchange of information before the hearing, timing of the hearing, the type of hearing that will be held, and other administrative matters.

R-11. Fixing of Locale (the city, county, state, territory and/or country where the arbitration will take place)

If an in-person hearing is to be held and if the parties do not agree to the locale where the hearing is to be held, the AAA initially will determine the locale of the arbitration. If a party does not agree with the AAA's decision, that party can ask the arbitrator, once appointed, to make a final determination. The locale determination will be made after considering the positions of the parties, the circumstances of the parties and the dispute, and the *Consumer Due Process Protocol*.



Trafford Terms and Conditions

RECITALS

A. Trafford (hereinafter "we" or "us") is engaged in the business of providing services and products to authors seeking to publish, promote, and sell their manuscripts ("Works") to which they own the copyright.

B. You desire to utilize us for hire as your provider of selected formatting, copy editing, proofing, printing, selling, and distribution services and other services as may be mutually agreed upon from time to time (the "Services") in conjunction with the publication, distribution, selling, marketing, and promotion of your Work. We desire to perform these Services selected by you subject to the following terms and conditions (the "Terms and Conditions"). These Terms and Conditions are part of each Service offered by us and purchased by you.

1. AGREEMENTS

1.1. You will complete the following before we will perform any Services:

1. Services Order Form
2. Payment for Services Selected
3. Work in a form acceptable to us

1.2. You understand that if there is more than one author contributing to the Work ("Joint Work"), the individual who completes the Services Order Form will be the sole point of contact with whom we will communicate regarding all matters related to the Work and all parts constituting these Terms and Conditions. By completing the Joint Work Addendum and affirming their acceptance of these Terms and Conditions below, each author of the Joint Work agrees to these Terms and Conditions.

1.3. You will submit to us a copy of the Work in a format that is ready to publish. Any subsequent changes or editorial revisions requested by you shall result in additional charges. You will also pay additional charges if the Work is NOT submitted in a format acceptable to us.

1.4. We will retain in our possession all of the materials submitted by you. We will have no obligation to provide to you any submitted materials or production files at anytime or for any reason. We will have the right to compile and use statistical information about the sale of the Work.

You will retain all rights to the content of the Work. We do not own rights to your Work and we are NOT responsible for editing the Work and have no editorial control over your Work. As part of the Services, you may purchase copy editing services provided by us. You will have final authority with respect to suggested editing changes made by our copy editors. You will edit galleys of the Work sent by us and provide such other assistance as we may reasonably request regarding purchased Services.

1.5. We will format the Work and the Work's Cover as specified in the Submission Information Form provided the specifications meet our requirements and capabilities. We will retain final discretion over style and formatting of the Work and its cover. You acknowledge that you may not utilize the formatted Work and cover with any other publisher, if we cease publication of the Work. We retain the right to refuse content that does not meet our technical capabilities and will issue a refund in this instance. You agree not to use any copyrighted material in either the Work or the Work's cover to which you do not own the copyright. You understand that print-on-demand technology can sometimes make exact color matching difficult. We make no guarantees that we can match a particular color within the color spectrum or that copies of the Work printed on different dates will exactly match the color of previously printed copies of the Work.

1.6. We will provide the Work to you in all formats purchased by you within 180 days after we have received all required materials. If we do not provide you with the Work within the appropriate timeframe, you may request a refund of monies paid for Services that have not been completed. The 180 days does NOT include time Work is in your possession for any reason or in the possession of our copyeditors for the purpose of copyediting.

1.7. Upon your completion of the "Galley Signoff Form", we will make the completed Work available through the distribution channels selected by you. You agree to pay all applicable shipping and handling fees associated with purchasing copies of your own Work.

1.8. We will use reasonable efforts to assist you in promoting the Work consistent with the promotional services purchased by you. You acknowledge that some promotional offerings will not be fulfilled until after the Work is available for distribution. However, we cannot guarantee sales of any of your Work. We make no guarantees or promises as to the minimum success of the Services or the amount of book sales which may result from the Services. We have no control over the purchasing decisions of consumers and are not liable to anyone if the Work does not sell to your expectations.

1.9. We reserve the right to send free review copies to members of the working media including editors, college newspapers, professors and other potential book reviewers at their discretion.

2. YOUR LEGAL RESPONSIBILITY

2.1. You represent that

(i) you are the sole copyright owner of the Work and all of its content, or

(ii) you are the co-author of a Joint Work, and you and your co-author have both executed the Joint Work Addendum to these Terms and Conditions. The Joint Work Addendum is provided upon your request.

2.2. You represent that the Work does not infringe upon any statutory or common law right of copyright, libel or privacy of any third party.

2.3. You represent that you are the owner of any trademarks and/or trade names associated with the Work and that the usage of such trademarks or trade names does not infringe upon the rights of third parties.

2.4. You further represent that the Work does not contain illegal, unlawful or objectionable material including, but not limited to, pornography, obscenity or hate speech. You acknowledge that the Work is not plagiarized and does not include falsely attributed statements of third parties.

2.5. You completely and wholly accept responsibility for the content of the Work. We reserve the right to discontinue all Services if you violate the above representations and retain a \$75 fee to defray setup costs.

3. OUR LEGAL RESPONSIBILITY

We are not legally responsible in any way or means for your Work.

3.1. We are not liable to any third party for the Work, regardless if we had any knowledge or could have reasonably known of any illegal, unlawful or objectionable content in Work.

3.2. We reserve the right to refuse to provide and/or to discontinue ALL Services upon our discovery of any violation by you of these Terms and Conditions, any other actions, omissions or misconduct by you with respect to Work, and/or your performance under these Terms and Conditions. In the event a complaint is made by a third party regarding the Work, we reserve the right to suspend the Services in accordance with Section 7.1 until such time as the complaint is satisfactorily resolved, as determined by us in our sole discretion.

3.3. We will not be responsible for retrieving the Work or for any sales of Work in the possession by an entity other than us.

3.4. We will be permitted to publicize information concerning the Work in connection with the advertisement, promotion and marketing of the Services offered by us, including, but not limited to, publication of the name and a description of the Work, your name and address (city and state only), and success relating to the sale of your Work. We may also negotiate with search engines and third-party retailers to allow them to make available excerpts of the Work, otherwise publicize the Work, and utilize our trademarks to assist us in building our brand. The only benefit which you can expect to receive as a result of the publication of the excerpts of your Work is to hope that such relationships will lead to more opportunities to sell the Work, thereby resulting in potential additional royalties to you.

3.5. We will not be liable for delays, errors or non-performance of Services caused by any of our third party vendors or suppliers.

3.6. From time to time, we will discontinue offering certain promotional items. We reserve the right to substitute a different promotional item of equal or greater value to you with or without notification in the event of a discontinuation. In all situations, we will endeavor to notify you of a cancellation of any promotional item that you have purchased.

4. INDEMNIFICATION AND LEGAL DISCLAIMER

EXCEPT AS STATED IN THESE TERMS AND CONDITIONS, WE DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESSED OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES, OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, COMPATIBILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED, ARISING BY OPERATION OF LAW, CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, WE EXPRESSLY DISCLAIM ANY WARRANTIES OR REPRESENTATIONS TO ANY PERSON OTHER THAN YOU WITH RESPECT TO THE SERVICES OR ANY PART THEREOF. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR LOST PROFITS OR REVENUES OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES. We assume no liability for any loss, damage, injury, or claim of any kind or character to any person or property, including, but not limited to, you or any third party, arising from, relating to, or in connection with the submission of the Work for the Services undertaken by us under these Terms and Conditions and the subsequent sale or distribution of the Work. You agree that submission of the Work (including, without limitation, manuscripts, pictures and diskettes) to us is at your own risk and agree that we will have no liability related to the misplacement or loss of the Work for any reason.

If a claim is presented against us alleging that the Work is an infringement or the Work otherwise violates or adversely affects the rights of third parties, we are hereby authorized, at our election: to negotiate, compromise, or settle such claim, subject to your approval, which approval shall not be unreasonably withheld or delayed; or defend the institution of any action there under at your expense. You agree to defend, indemnify and hold harmless us and our employees, shareholders, directors, representatives, successors and assigns of and from all and any manner of claims, demands, suits, actions, losses, costs, liabilities, damages, settlements, awards, judgments, attorneys' fees, professional fees, costs and expenses arising from or relating to: claims of third parties regarding ownership, trademark, copyright, libel, slander, plagiarism, privacy, misappropriation, and similar claims relating to the Work; the sale and distribution of the Work; and any misrepresentation, breach or default by you under these Terms and Conditions or any other agreements or understandings between the parties. Until our claim for indemnity has been fully satisfied, we may, at our sole discretion, retain all payments due you under Section 5 of these Terms and Conditions, cease providing any further Services, and you shall have no right to receive a refund of any monies paid to you by us. In addition, you agree to abide by and comply with the policies promulgated by us with respect to requests or complaints from third parties regarding the Work.

5. PRICING AND ROYALTY AGREEMENTS

5.1 Royalties

(a) Print Royalties

On all sales by PUBLISHER of printed copies of the WORK, the PUBLISHER will pay the AUTHOR a royalty as follows:

The AUTHOR will select an Author Selected Royalty Percentage ("ASRP") of either 10% or 20% during the submissions process. for both paperback and harcover versions of the book if applicable.

On retail, wholesale or consumer sales, excluding sales to AUTHOR, PUBLISHER will pay the AUTHOR a royalty equal to the ASRP of the payments the PUBLISHER actually receives from sales of printed copies of the WORK, less any taxes, shipping charges and returns unless AUTHOR has purchased the Booksellers Return Program.

Royalties will not be paid on copies provided free of charge or sold to the AUTHOR.

(b) eBook Royalties

On all sales by PUBLISHER of eBook formats of the WORK, the PUBLISHER will pay the AUTHOR a royalty equal to fifty percent (50%) of the payments the PUBLISHER actually receives from the sales of eBook copies of the WORK, less any distribution and technology fees, taxes and returns.

Royalties will not be paid on copies provided free of charge or sold to the AUTHOR.

5.2. Modification of Price. We reserve the exclusive right to modify the selling price of Work or discount should costs change or market conditions warrant and will notify you of such change. Should this happen, the selected royalty payments will remain the same.

5.3. Payment and Royalty Fees Statement. If the Annual Cumulative Royalty due on book sales for a particular Work equals or exceeds \$25 for the period ending on March 31st, June 30, or September 30, we will remit payments to you within 60 days of such date. All Royalties not paid due to limitations outlined above will be paid within 60 days of year December 31. The royalty payments made to you will be the amounts as defined in the Book Pricing Agreement, less any outstanding amounts owed by you to us and/or withheld pursuant to Sections 5.4 and 5.5 below and governing laws. We reserve the right to make royalty payments to authors within the United States through electronic funds transfer unless another method of payment is requested. Royalty payments made to authors outside of the United States will be made by check unless another method of payment is requested. If another method of payment is requested a service charge may be imposed.

Royalties paid by check which are not submitted for payment within six months will be charged a service fee equal to 10% of the face value of the check for each additional month it not submitted for payment. Requests for reissuance of Royalty check will be processed with the next Royalty payment. A service fee of ten dollars (\$10) will be charged for requests for information related to Royalties paid or accrued more than a year old.

5.4. Tax Withholding and Taxpayer Identification Number. All royalty payments to you will be subject to applicable tax requirements. You will provide us with all necessary information and documentation to comply with tax requirements including your Taxpayer Identification Number ("TIN") and a completed Internal Revenue Service ("IRS") form W-9. If you are a single person, the "Taxpayer Identification Number" is understood to be the personal Social Security Number. If you are not a U.S. citizen or permanent resident alien, you must submit appropriate documentation to allow us to fulfill tax obligations for foreign persons. In the event that you fail to provide us with the proper aforementioned documentation and information, or fail to fully comply with the provisions of these Terms and Conditions, we will have the right to withhold from royalties owed to you any moneys required to be deducted or withheld in compliance with the tax code or other governing laws. You understand that you will have no right to seek reimbursement from us for such withholdings and payment by us to the proper authorities.

5.5. Withholding of Royalty Payments. When you do fully comply with the provisions of Section 5.4, we will cease withholding payments. However, you will have no right to receive from us any amounts withheld and remitted to taxing authorities pursuant to Section 5.4.

5.6. **Transfer of Ownership of Work.** You may assign the ownership of the Work and the right to receive royalty payments to a different party by completing all of the following: providing payment to us for all Services selected, providing us with the new party's TIN and W-9 or other applicable documentation (see above), providing the new party's agreement to the Services Order Form and these Terms and Conditions in its entirety, and by obtaining the prior written approval of us. This approval may be withheld by us at our sole discretion for any reason. In the event that we consent to the assignment of payments, you and such transferee shall jointly and severally reimburse, indemnify, and hold harmless us for any tax liability, penalty, interest or fee imposed by any federal, state or local taxing authority, for any reason in connection with the assignment of any payment pursuant to this Section. In such event, you and such transferee shall execute such indemnification or other agreements as may be requested by us.

All applicable payments to us must be made prior to its commencement of the selected Services. All payments made by you to us are non-refundable, except as may be specifically provided otherwise in these Terms and Conditions.

5.7. **Check Payment.** When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic funds transfer from your account or to process as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day your payment is received, and you will not receive your check back from your financial institution.

5.8. **Book Returns.** Unless you have purchased the Book Sellers Return Program at the time of book purchase, all books sold either by us or from a third-party retailer are non-returnable.

6. YOUR REMEDIES

6.1. **YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM RELATING TO OUR PERFORMANCE UNDER THESE TERMS AND CONDITIONS WILL BE FOR US, AT OUR CHOOSING AND UPON WRITTEN NOTICE TO YOU, TO EITHER A) USE COMMERCIALY REASONABLE EFFORTS TO CURE, AT OUR EXPENSE, THE MATTER THAT GAVE RISE TO THE CLAIM FOR WHICH WE ARE AT FAULT, OR B) TO RETURN TO YOU ONLY THE FEES PAID FOR THE PARTICULAR SERVICE WHICH PROMPTED THE CLAIM.** You shall review and inspect the Work. Any claim under these Terms and Conditions must be made within thirty (30) days of delivery or performance by us of your selected Services. You will work with us to resolve all issues and disputes regarding Services prior to seeking any remedy under this Section 6. To the fullest extent legally permitted, you agree not to allege that the remedies in this Section fail their essential purpose.

7. TERMINATION OF AGREEMENT

7.1. **Suspension of Services.** Upon a breach, default, or failure by you to comply with these Terms and Conditions or the failure to cooperate with us in the provision of any Services, we will have the right to suspend any or all performance until you cooperate with these Terms and Conditions and/or cooperate with us in the provision of Services.

7.2. **Termination.** Our agreement and these Terms and Conditions shall continue until one of the following occurs:

- a. Upon thirty (30) days' written notice, you terminate our agreement for any reason other than a breach of contract by us. You agree to pay us for any amounts due on items purchased on the Services Order Form, and we will retain all moneys previously paid by you to us.
- b. Upon thirty (30) days' written notice, we terminate our agreement for any reason other than a breach of contract by you. We agree to refund all monies paid by you for the Services if termination occurs within one year of the Agreement's commencement unless the Agreement is terminated pursuant to Section 2.4.
- c. By us, immediately upon written notice if you have failed to pay us for any selected Services after we have given prior written notice to you of such nonpayment (in which case we will have the right to retain all moneys previously paid by you to us).
- d. Except pursuant to Section 7.2(c), upon either party terminating the agreement in the event of breach or default by a party to these Terms and Conditions which remains unresolved after thirty (30) days' written notice.
- e. Termination by mutual written agreement of the parties.

In the event of termination of the agreement, we will discontinue distribution of the Work, and the provisions addressing future performance shall survive the termination, including, but not limited to, Sections 3, 4, 5, 6, and 13.

8. RECOMMENCEMENT

After we provide the Work to you in all formats you have purchased, we agree to make the Work available for sale for the period of two (2) years. After this two-year period, we reserve the right to discontinue making the Work available. If you later decide to make the Work available again for purchase, you agree to pay a resubmission fee, after which we will agree that the Work will be made available for sale for the period of one (1) year after resubmission. In such event, all previous terms will recommence in accordance with your previously-signed Services Order Form.

As the Work can be available in multiple formats, we reserve the right to terminate and recommence individual ISBN's of the Work.

9. NO WAIVER

Any waivers of rights must be in writing and no prior waiver will affect a party's rights as to a subsequent breach. Our rights and remedies shall be distinct, separate, and cumulative. No action or inaction by us shall operate to exclude or deprive us of any other rights allowed to us by law.

10. FORCE MAJEURE

We will be excused from our obligations if our performance is prevented by events outside of our reasonable control, including, without limitation, acts of God, wars, riots, strikes or other labor disputes, natural disasters, fire, or severe weather. In such event, we will notify you and will provide an estimate of how long performance will be delayed. If performance will be delayed more than 90 days, you may terminate the agreement.

11. SEVERABILITY

If any part of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions of these Terms and Conditions shall continue to be binding and effective.

12. NOTICES

All notices, requests, demands and other communications pertaining to these Terms and Conditions shall be in writing and shall be deemed given when received upon delivery by hand, transmission by facsimile or mailing by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

(a) If to us:

Trafford
1663 Liberty Drive, Suite 200
Bloomington, IN 47403
Fax: 812/961-1023

(b) If to you:

All material sent from us to you will be sent to the address indicated in the "Author's Information" section of the Services Order Form.

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, attorneys' 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.

14. HEADINGS

The headings of the Sections of these Terms and Conditions are inserted for convenience only and shall not be deemed to constitute a part hereof.

Plaintiff never agreed to these Terms and Conditions, nor ever seen this document. Defendant produced no proof of the agreement.

15. TRANSMISSION BY YOU; ACCEPTANCE BY US

You will be bound by these Terms and Conditions upon completion of the Services Order Form and clicking "I Accept" where indicated herein. The Services offered pursuant hereto are only valid if you click "I Accept" where indicated below. If you do not agree to be bound, click "Cancel" where indicated. As to us, these Terms and Conditions will be deemed to be accepted by, and binding upon, us at such time as we receive confirmation that full payment from you for the initial Services has been received and irrevocably credited to us.

16. ASSIGNMENT

Our agreement and these Terms and Conditions may not be transferred, delegated or assigned by either party without the prior written consent of the other party, except that we may assign the agreement and these Terms and Conditions in connection with the sale of our business or a merger with a third party. These Terms and Conditions shall be binding upon, and shall inure to the benefit of, the successors and assignees of you and us.

17. AMENDMENTS

We may amend these Terms and Conditions, including but not limited to amendments to royalty payment structure and timing, at any time with 30 days electronic or written notice to you. Such notice may be made to you via electronic mail, facsimile, or postal mail. You will be deemed to have accepted and agreed to these amendments unless you submit a written request to terminate this agreement via written notice to us within 30 days at the address in Section 12 of these Terms and Conditions, which shall be your sole and exclusive remedy in the event of your disagreement to such an amendment.

18. PURCHASE OF ADDITIONAL SERVICES

In the event you purchase additional services, these Terms and Conditions take precedence for all services. Information regarding other services are available on the Trafford website at www.Trafford.com and subsequent pages. That information, in conjunction with these Terms and Conditions, shall be binding for use and fulfillment of each service that you may select.

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 subjects contained herein. These Terms and Conditions may not be amended orally, but only by an agreement in writing that is signed by both parties.

**Defendant
Jurisdiction
Challenge**

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
)
)
)
)

2015CV0410103735
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
JURISDICTION CHALLENGE

George Mccullough
1106 Erskine Rd
Anderson, SC 29621
(864) 642-1867

PLAINTIFF(S)

Vs

Author Solutions Inc
1663 S. Liberty Drive
Bloomington, IN 47403

DEFENDANT(S)

Defendant, Author Solutions LLC, contests the territorial jurisdiction of the court based on the following.

Background Facts

In 2005, Plaintiff contracted with Trafford Publishing, a Canadian company located in British Columbia, Canada to publish a book titled "The Eternal Doctrine." In 2009, Trafford Publishing was acquired by Author Solutions, LLC, a US company. In 2010, after learning of the acquisition, Plaintiff requested cancelation and a full refund of all amounts paid to Trafford Publishing. He was informed that according to the terms of the acquisition, Author Solutions, LLC could honor cancellation requests; however, any refund requests for amounts paid to Trafford Publishing prior to the acquisition must be addressed by the former owner of Trafford Publishing. In 2011, Plaintiff contacted the Indiana Attorney General's office and Indiana Better Business Bureau (BBB); both closed their file offering no recommendation.

In 2010, after learning that Author Solutions, LLC could not process the refund, Plaintiff decided to reinstate the project and proceed with revisions to his book, stating that his changes would be provided with instructions by the end of 2010. The revised manuscript was received almost five (5) years later in May 2015. The timeline for processing his manuscript exceeded the normal production goals due to the sheer length of the manuscript and other special considerations (See below). Plaintiff was informed repeatedly that some of his book design specifications were

beyond Author Solutions' production capabilities and the scope of the packages purchased from Trafford Publishing, including:

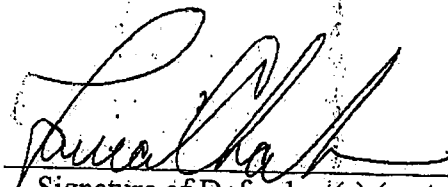
- The original manuscript submitted to Trafford Publishing had 195,549 words. The revised manuscript submitted to Author Solutions, LLC has 984,147 words, an increase of over five (5) times the number of word.
- Two-column text layout per page was requested which is a non-standard layout that required additional time to prepare.
- The requested trim size is not available for production and distribution by Author Solutions, LLC.
- Production Team did not receive feedback on the cover galley which was sent for review three times on July 8, 2015, July 10 2015, and July 14 2015.
- By July 24, 2015, with 80% of the revised manuscript formatted in a 9.5 point font, the revised page count had reached 1,401 page, which exceeds the printer page limit of 1,200 pages.

In June 2015, the Plaintiff contacted the Indiana BBB again, which closed his second complaint in August.

Discussion

This court lacks territorial jurisdiction in the matter. In South Carolina, jurisdiction, or the basic authority of a judge to hear and exercise judgment of a matter, is based upon three considerations: territorial jurisdiction, subject matter jurisdiction, and the amount in controversy. A magistrate's territorial jurisdiction may only be county wide; and therefore, either the residence of the defendant must fall within that magistrate's territorial responsibility or the most substantial part of the alleged act or omission giving rise to the cause of action needs to have occurred in the county for the action to be properly begun. See § 15-7-30 and Rule 4(a), SCRMS.

In this case, the contract at issue was made with a Canadian company located in British Columbia, Canada. It was later acquired by Defendant, an American Company located in the state of Indiana. In 2010, Plaintiff reinstated the contract with Defendant; however, no part of Defendant's services (activities) contracted for were conducted in Anderson County, South Carolina. Additionally, Defendant is not incorporated nor holds any office in Anderson County, South Carolina. Therefore, Anderson County Summary Court lacks territorial jurisdiction in this matter.


Signature of Defendant(s) (or Attorney) 12-08-2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
)
)

2015CV0410103735
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ANSWER

SUMMARY COURT

George McCullough
1106 Erskine Rd
Anderson, SC 29621
(864) 642-1867

PLAINTIFF(S)

Vs

^{LLC}
Author Solutions Inc
1663 S Liberty Dr
Bloomington, IN 47403

DEFENDANT(S)

NOV 13, 2015

PM 12:21:47

On October 14, 2015 I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the **Anderson County Summary Court**, is as follows:

CHECK ONE:

A. I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

B. I admit everything in the complaint and do not want a trial.

C. I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. I deny that I am responsible at all because: (use additional pages if necessary)

SEE EXHIBIT A

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: 11/11/2015

Amir Chhabra
SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

****IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER****

PLEASE RETURN TO:

Anderson Summary Court
2404 N. Main Street,
Anderson, SC 29621
Phone: (864) 260-4156 Fax: (864) 260-4144

MY2

A date and letter of correspondence the Respondent fabricated to mislead BBB in 2015. Edwards Brothers never existed in Canada.

↙
Date Sent: 8/6/2010 4:40:40 PM

Dear BBB:

Thank you for the opportunity to resolve this complaint in a fair manner as we take each complaint seriously.

The complaint that was filed by George Calvin McCullough on the basis that Author Solutions, Inc. will not refund payments made to the former owners of Trafford Publishing for his book, *The Eternal Doctrine*.

Mr. McCullough contracted with Trafford Publishing in May 2005, before Author Solutions acquired the company. ASI cancelled the contract at the author's request on 6/25/2010. He recently lost interest in publishing his book with Trafford after finding that the company had moved from Canada to the United States because he had wanted to publish with a Canadian company.

Client Services Manager, Eugene Hopkins, and Client Services Investigator, Michael Bushman reached out to the author by phone to discuss the nature of his complaint and potential resolutions. They explained the fact that we employ the printing services of Edwards Brothers - Canada, and the author expressed interest in continuing with the publication process. At his request, we will un-cancel Mr. McCullough's project and reinstate his contract. He stated that he will contact ASI around the end of 2010 after he has had the opportunity to make revisions to his manuscript.

Please let me know if you have any questions.

Sincerely,

Elaine Headley-Jerome
Manager of Author Satisfaction
Author Solutions Inc



August 17, 2011

Toni Fosso
Office of the Indiana Attorney General
Consumer Protection Agency
302 W. Washington Street, 5th Floor
Indianapolis, IN 46204-2770

File number: 11-CP-59295 George McCullough

Re: Your letter dated August 2, 2011

Dear Ms. Fosso:

Thank you for bringing this matter to our attention and for the opportunity to present our side of the case.

Mr. McCullough initially contracted in 2005 with Trafford Publishing when the company was in Victoria British Columbia. Author Solutions acquired Trafford Publishing in April 1, 2009. At the time Author Solutions acquired the assets and not the liabilities. There was a window that we did honor requests for refunds from customers, who contracted in Canada but had not started the publishing process, that window has closed.

We unfortunately cannot honor a refund request from Mr. McCullough. Mr. McCullough began the process and has received multiple galleys/covers for review. In addition all the fees paid by Mr. McCullough are all production related. His initial contract amount was \$699. The additional \$3050 paid by Mr. McCullough in 2005 and 2006 were for revisions that have been fulfilled. In addition, it was work directly requested by Mr. McCullough and not initiated by Trafford.

We hope the information provided in this letter illustrates our position. We unfortunately cannot honor the refund request since the work has been completed. If Mr. McCullough would like to continue the process and publish a book as initially contracted for, we will work with him as it appears from his complaint further edits were needed to complete the book.

Please advise if additional steps need to be taken for an amicable close to this case.

Best Regards,

Eugene Hopkins
Client Services Manager

P. 342

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

FAX TRANSMITTAL SHEET

DATE/TIME: 8/17/2011

NO. PAGES: 2

TO: Toni Fosso

FAX NO.: 9233-4393

COMPANY: Ind AG

PHONE NO.:

FROM: Bryan Babb

FAX NO.: 317-223-0172

COMPANY: Bose McKinney & Evans LLP

PHONE NO.: 317-884-5172

MEMO: Please see the enclosed answer to the McCutough AG Complaint and call with any questions.

Sincerely,

Bryan Babb

If you experience any problems in receiving any of these pages, please call the Copy Center as soon as possible at (317) 684-5144. Thank you.

CONFIDENTIALITY NOTICE: The materials enclosed with this facsimile transmission are private and confidential and are the property of the sender. The information contained in the material is privileged and is intended only for the use of the individual(s) or entity(ies) named below. If you are not the intended recipient, be advised that any unauthorized disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this facsimile transmission in error, please immediately notify us by telephone to arrange for return of the forwarded documents to us.



STATE OF INDIANA
OFFICE OF THE INDIANA ATTORNEY GENERAL

CONSUMER PROTECTION DIVISION

302 W. WASHINGTON STREET, 5TH FLOOR • INDIANAPOLIS, IN 46204-2770

www.IndianaConsumer.com

PHONE: 317.232.6
FAX: 317.233.439

GREG ZOELLER
INDIANA ATTORNEY GENERAL

August 2, 2011

George C. McCullough
1106 Erskine Road
Anderson, SC 29621

Re: File No. 11-CP-59295

George C. McCullough vs. Trafford Publishing

Dear Mr. McCullough:

Thank you for contacting the Consumer Protection Division regarding your complaint against Trafford Publishing. We rely on responsible consumers like you who assist us in ensuring that Indiana consumer laws are enforced effectively. A Deputy Attorney General has reviewed your complaint and determined it may be resolved through mediation. I am responsible for attempting to mediate a reasonable resolution to your complaint. A copy of your complaint has been forwarded to Trafford Publishing along with a request for their response.

Your complaint is very important to us and each complaint is addressed individually. I will make every attempt to reach a resolution within a reasonable amount of time. If you have additional information that may be helpful in reaching a resolution or if your complaint is resolved prior to receiving additional correspondence from our office, please contact me in writing via U.S. mail, fax (317) 233-4393 or by e-mail at toni.fosso@atg.in.gov. This will help insure accurate documentation for your file.

The Attorney General serves as the attorney for the State of Indiana and this office cannot represent individual consumers in a court action. **When it has been determined that a business is involved in a pattern of deceptive practice by the attorney staff, the case is brought in the name of the State of Indiana.** Additional information regarding the jurisdiction of the Office of the Attorney General is available on our website at www.indianaconsumer.com.

Thank you again for contacting the Consumer Protection Division. We will make every effort to assist you in resolving your complaint.

Sincerely,

Toni Fosso
Mediator

From: "George McCullough" <gmccullough0974@charter.net>
To: gmccullough0974@charter.net
Date: 11/10/2010 07:25:29 EST
Subject: Return Receipt: Re: Cancellation_The Eternal Doctrine_178362

Your message Re: Cancellation_The Eternal Doctrine_178362 was received by George McCullough on 11/10/10 7:25 AM.

----- Trafford Customer Support <CustomerSupport@trafford.com> wrote:
Dear George,

Thank you for your attention to this email. I understand that you have expressed your desire to withdraw your title, The Eternal Doctrine, from Trafford Publishing's print-on-demand services.

If you have not already done so, please ensure that you have submitted a written request to my attention stating that you wish to terminate your contract with Trafford Publishing, noting your book title, ISBN number and current mailing address. Once we have received this letter, we will begin the withdrawal procedure. You can submit this written request by fax at 812-355-4082 or by mail at:

Kristen Bray

Trafford Publishing

1663 Liberty Dr.

Bloomington, IN 47403

We would very much appreciate if you could take a moment to complete a short survey regarding your experience with Trafford. We do rely on author feedback to make improvements to our services, and your opinion is very valuable to us:

<http://trafford.withdrawalsurvey.sgizmo.com/?PID=XXXXXXX>
<<http://trafford.withdrawalsurvey.sgizmo.com/?PID=XXXXXXX>>

For your convenience, I will provide you with some important information regarding the withdrawal procedure:

• Within one week of receipt of your formal withdrawal request we will note your title's status as 'withdrawn' in our system.

• If you are eligible for a full or partial refund, we will notify our accounting department.

• Our Bookstore Submissions Coordinator will deactivate the assigned ISBN. If you plan to continue to sell your title, you must obtain a new

From: "Trafford Customer Support" <CustomerSupport@trafford.com>
To: gmccullough0974@charter.net, gmccullough628@surfbest.net
Date: 07/08/2010 09:21:38 EDT
Subject: Cancellation Confirmation

Dear George,

Thank you for notifying us that you wish to terminate your contract with Trafford Publishing.

The Eternal Doctrine has been withdrawn from Trafford's services. Please note the following points applicable to your request:

- The ISBN number assigned to your book is no longer valid and should not be used in the future.

- If you are eligible for a full or partial refund, a check will be sent to you within the next 2-3 weeks. If you have any questions about your refund please contact 1-888-232-4444 x6992.

Thank you for choosing Trafford's publishing service, and best of luck in your next endeavor.

Kind regards,

Trafford

1663 Liberty Drive

Bloomington, IN 47403

P:1-888-232-4444 x6992

F:1-812-355-4082

George McCullough
1106 Erskine Rd
Anderson, SC 29621
June 24, 2010

Kristen Bray
Trafford Publishing
1663 Liberty Dr.
Bloomington, IN 47403

Kristen Bray:
as instructed in a recent email from you, this letter is being submitted to start procedures for the cancellation of "The Eternal Doctrine" (ISBN 1-4120-6287-x). It was called to my attention the book in que for production will not be completed in Victoria, BC as I had hoped. My manuscript exceeds page limitation; therefore, was I too informed an additional package to produce another volume would be required. So with these issues with the book, please accept this request for cancellation on my behalf.

Thank you for your diligent attention to these concerns.

Sincerely,

George C. McCullough

Publishing Guide

Inside you will find complete details
on publishing your book affordably & efficiently

Welcome to Trafford



This guide is printed on 20 lb. (75.3 g.s.m.) bond paper with a 10 pt. coated-one-side cardstock cover – similar paper to what will be used for your own book. The binding on yours will be a glued binding that is called “perfect-bound” in the book business – that is the standard binding for “quality trade paperback” books such as novels and non-fiction books released by all major publishing houses. Or, you can decide on coil binding which is popular for cookbooks and how-to manuals. The digital file to print this and all Trafford titles is stored in our computer system. We can print one copy (or hundreds) on high-speed digital printers as they are ordered. It is simple to make corrections or updates to the text and cover at any time, and that change can be incorporated in the very next copy printed. Customers all over the world can order copies of Trafford titles through our website, Internet retailers and the special order desk of most bookstores. This breakthrough in book publishing is amazingly affordable, simple and efficient. Oops, perhaps we’re giving away the plot of this guide book too soon!



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Trafford's print shop runs on "green energy" from solar, wind
and other environmentally-friendly power sources.*

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ISBN 1-4120-2530-3

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TRAFFORD
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Victoria, BC V8T 4P4 Canada
250-383-6864
toll-free 1-888-232-4444
info@trafford.com
www.trafford.com
10.9.8.7.6.PG-VIC-US

PUBLISHING AGREEMENT

BETWEEN the "Author" _____
(name of person or organization)

(full mailing address) _____

(phone) _____ (fax) _____ (email) _____

(title of the "Book") _____

AND: **TRAFFORD PUBLISHING ("Trafford")**, a division of Trafford Holdings Ltd.,
6E - 2333 Government Street, Victoria, BC, Canada V8T 4P4

The Author guarantees that he or she has copyright to the "Book" (book, manuscript, work of art or other document) by virtue of being the creator and/or having license from the copyright owner, and will retain copyright to the Book for the duration of this agreement. The Author agrees to hire Trafford to provide the Trafford On-Demand Publishing Service™ for self-publishing authors. This service makes the Book available for retail sales to the public by combining conventional publishing tasks, print-on-demand manufacturing and Internet publicity and retailing. Specific features of this service vary according to publishing package selected by the author.

All prices in this Agreement are in United States currency.

The author selects one Trafford On-Demand Publishing Service™ package:

- the "LEGACY PLUS" package for \$1249; or
- the "LEGACY CLASSIC" package for \$699; or
- the "ENTREPRENEUR PLUS" package for \$1549; or
- the "ENTREPRENEUR CLASSIC" package for \$999; or
- the "BEST SELLER PLUS" package for \$1949; or
- the "BEST SELLER CLASSIC" package for \$1399

Trafford will provide such other publishing services as may be required by the author at a mutually agreed price.

Trafford will perform these tasks:

1. **Legal and Administrative (all packages):** arrange an International Standard Book Number [ISBN], library cataloging, Bookland EAN/ISBN barcode, and legal deposit as deemed appropriate by Trafford, unless otherwise directed by the Author;
2. **Page Layout (for PLUS packages only):** scan artwork (or adjust digital images provided), typeset the text and layout the pages (guided by the Author's samples) into a master bookblock file suitable for prompt retrieval and on-demand printing, producing a bound proof for Author's approval, and making, without charge to the Author, two hours' adjustments to the layout; and archive the master file for the duration of this agreement; with the allowance for all the page layout process of ten hours of technician's time;
3. **File preparation (for CLASSIC packages only):** by scanning a

preprinted book or camera-ready mechanical, or distilling a post-script file provided by the author; with allowance of two hours of technician's time, we will produce a digital master bookblock file suitable for prompt retrieval and on-demand printing; producing a bound proof for Author's approval; and archive the master file for the duration of this agreement;

4. **Cover creation (for all packages):** scan artwork provided by author or color-adjust digital images provided; and assemble a full-color cover, with allowance of two hours of technician's time, to produce a digital master cover file suitable for prompt retrieval and on-demand printing, producing a proof for Author's approval; and archive the master file for the duration of this agreement;

5. **Pricing:** determine a single-copy printing cost (Author may order at this price - with discounts for larger purchases) and minimum retail price to be used by the Author in establishing the retail price;

6. **Printing and order fulfillment:** manufacture books on-demand as retail and wholesale orders are received and fulfil orders promptly, with median times of less than 5 days (allow longer for large print runs) plus shipping time;

7. **Webpage (ENTREPRENEUR and BEST SELLER packages only):** With the author's input, create a webpage at Trafford's bookstore found at www.trafford.com;

8. **Publicity and promotional tools (BEST SELLER packages only):** notify key search engines and directories of the webpage's contents; provide the HTML code for hyperlinking to that web page; provide 250 bookmarks, 100 color postcards showing the book's cover, and 5 posters;

9. **Announcement to the book trade (BEST SELLER packages only):** submit information about the Book to major online bookstores, book chains and distributors, doing so directly and through Books-in-Print, BookData UK, PubStock and other central reference services, as deemed appropriate by Trafford;

10. **Sales through Trafford's bookstore (ENTREPRENEUR and BEST SELLER packages):** fill orders by customers at Trafford's bookstore, through Internet web order form, email, phone, fax and mail, allowing volume discounts to buyers and a 25% trade discount to Trafford's bookstore as per Trafford's standard schedule of terms;

11. Sales through the book trade (BEST SELLER packages only): fill orders from the book trade, with volume and trade discounts provided to bookstores, libraries and distributors as per Trafford's standard schedule of terms;

12. Accounting of royalties: make royalty payments on a quarterly basis to the Author for each copy of the Book sold, with the royalty being 60% of the gross margin [retail price less discounts, less single-copy printing cost]; and

13. Free copies: with Author paying for shipping only, provide ten (10) bound copies for the Author's use for LEGACY packages, twenty (20) copies for ENTREPRENEUR packages, and forty (40) copies for BEST SELLER packages.

14. The Author will perform several tasks, including the following:

(1.) (for PLUS packages) provide scan-ready original art (or suitable digital scans), the text as a digital file, plus samples to emulate and specifications for the book's appearance, including size and other factors;

(2.) (for CLASSIC packages) provide scan-ready preprinted book, or a postscript file of the inside pages in a format usable by Trafford, and specifications for the book's appearance, including size and other factors;

(3.) promptly review the bound proof;

(4.) (for ENTREPRENEUR and BEST SELLER packages) determine a reasonable retail price in consultation with Trafford; and

(5.) (for ENTREPRENEUR and BEST SELLER packages) prepare, in cooperation with Trafford's staff, promotional text for use at Trafford's web bookstore and in announcements.

15. The Author agrees:

(1.) to allow Trafford to distribute promotional copies of the Book free of charge and free of royalties to the Author as Trafford deems necessary, providing this is at no cost to the Author;

(2.) that Trafford's customer list is private and confidential and will always remain Trafford's property;

(3.) to assume any and all liability for content and to hold Trafford harmless from any liability arising from content provided by the Author; and

(4.) to never send or commission unsolicited emails ("spam") containing any mention of, or link to, Trafford and its website.

16. Both Parties agree:

(1.) This agreement is non-exclusive and either party may terminate this agreement at any time on delivering immediate written notice without any necessary cause provided only that all outstanding compensation becomes the respective party's debt and pre-existing payment obligations remain on both parties;

(2.) The laws of British Columbia, Canada, shall apply and the parties agree to use binding arbitration in British Columbia to resolve any irreconcilable dispute between the parties;

(3.) Trafford does not warrant the website at www.trafford.com being uninterrupted or error-free. Trafford agrees to use due diligence and reasonable care in maintaining its website;

(4.) Changes to this contract may be necessary from time to time to reflect evolution of Trafford's service to self-publishing authors and the author will be notified in such an eventuality, provided either party retains the right to terminate at any time without liability for any damages from this contract except payment of outstanding royalties and any other outstanding debts;

(5.) The Author at all times retains whatever copyright and other publishing rights possessed by the Author at the time this agreement is signed;

(6.) Trafford will not be responsible for loss of or damage to materials submitted by the Author, including manuscripts, diskettes, CDs, artwork and photographs; and

(7.) Trafford may subcontract all or parts of its service to other divisions and subsidiaries of Trafford Holdings Ltd.

This agreement is the full agreement and all its terms. The parties, having read and agreed to the above, sign this document in witness of their agreement:

Effective date: (month, day, year) _____ / _____ / _____

signed by The Author

signed for Trafford

Witness

Witness

Royalties to be paid to: _____

Social Security Number: _____

The Author makes payment as follows:

Amount: \$ _____

Enclosed cheque or Visa MasterCard Amex

card number _____

expiry date _____

cardholder's name _____

cardholder's signature _____

*

How did you first learn about Trafford's service?
Please provide the name of anyone who referred you to us:

Note: Please fax to 250-383-6804 or mail BOTH pages of this contract to the address shown on page 20.

**Anderson Summary Court
CASE HISTORY FOR CASE 2015CV0410103735**

**Plaintiff
Exhibit A**

FILED DATE: 10/5/2015

George Mccullough VS Author Solutions llc

CASE TYPE: CV/Summons & Compl PS

STATUS: Dismissed

ASSIGNED JUDGE: Devine, Nancy Wilson

DISPOSITION JUDGE: Eubanks, Wynée Denise

CASE PARTIES:

Plaintiff Mccullough, George
1106 Erskine Rd, Anderson, SC 29621

Defendant Author Solutions llc
1663 S Liberty Dr, Bloomington, IN 47403

CASE HISTORY FOR CASE 2015CV0410103735

Mccullough, George
1106 Erskine Rd

Anderson, SC 29621

Age: Unknown
DL#:

DOB: Unknown
SSN: 000-00-0000

COST	ORIGINAL	BALANCE DUE	DISBURSED	PAY PRIORITY
Action: Summons & Complaint/Process Server				
Civil Filing Fee County 44%/100%	\$45.00	\$0.00	\$45.00	999
SCJD Filing Fee Proviso \$50 / \$25	25.00	0.00	25.00	999
Total:	\$70.00	\$0.00	\$70.00	

DATE	TIME	EVENT DESCRIPTION
10/5/2015	2:46 PM	Filing recorded: Summons & Complaint Documents
10/5/2015	12:00 AM	Filing recorded: Archived Summons S/C C/D
10/5/2015	2:20 PM	Received payment of \$70 from George Mccullough for George Mccullough . Printed receipt #599539.
10/26/2015	12:00 AM	C04APORTER recorded the following Case Note: received notice from plt that certified mail was issued to the def from usps 10/5/15
11/18/2015	12:00 AM	Filing recorded: Archived Court Summons
12/4/2015	12:00 AM	Filing recorded: Archived Court Summons
12/4/2015	2:18 PM	Summons & Complaint/Process Server
12/10/2015	12:00 AM	C04JSPEAR recorded the following Case Note: received jurisdiction challenge from defendant
12/17/2015	9:30 AM	Court event: Civil Court
1/11/2016	9:30 AM	Court event: Civil Court Rescheduled
1/20/2016	12:00 AM	Filing recorded: Archived Court Summons
2/3/2016	9:30 AM	Court event: Civil Court Rescheduled

Print Date: 02/17/2016
Print Time: 3:38:04PM
Requested By: C04JSPEAR

CaseHistory.rpt V6.1

Page 1 of 2

CASE HISTORY FOR CASE 2015CV0410103735

2/3/2016 12:00 AM C04JSPEAR recorded the following Case Note: find for defendant on Motion of challenge of jurisdiction; case dismissed without prejudice

FILED
FEB 17 2016
CLERK OF COURT
DISTRICT OF COLUMBIA

Print Date: 02/17/2016
Print Time: 3:38:04PM
Requested By: C04JSPEAR

CaseHistory.rpt V6.1

Page 2 of 2

Certificate of Appellant

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

Signed *George C. McCullough*
George C. McCullough, Appellant (Pro Se)

on this *27th* day of *February*, *2018*

RECEIVED
MAR 01 2018
SC Court of Appeals