

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM JASPER COUNTY
Court of Common Pleas
The Honorable Carmen T. Mullen, 14th Circuit Court Judge

Case No. 2017-CP-27-0386
Appellate Case No. 2017-002548

RECEIVED

MAY 18 2018

SC Court of Appeals

First Team Hyundai, LLC d/b/a Hilton Head Hyundai Appellant

V.

Gregory Hackney.....Respondent

Response to Appellant's Initial Brief and Designation of Matter

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

Self – Represented

Respondent



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TABLE OF AUTHORITIES

I defer to The Honorable Carmen T. Mullins due diligence rendering the following:

1. October 31, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.
2. December 6th, 2017 Order Denying the Request to Reconsider, Motion to Alter or Amend October 31, 2016 Order.

STATEMENT OF THE CASE

Appellant simultaneously filed its summons and Complaint along with a Motion and memorandum for a Temporary Restraining Order on September 22, 2017.

Respondent answered within 30 days and filed response – Monday October 23rd, 2017.

The Complaint alleged the Respondent, a customer of its service department and body shop, disputed whether his insurance carrier properly covered all damages to his vehicle.

Reference Table of Contents 7: Detailed Explanation – Statement of Case and Statement of Facts

He also refused to return his rental car and...

Reference Table of Contents 9: Detailed Explanation – Statement of Case and Statement of Facts

was upset his check for his deductible was unnegotiable.

Reference Table of Contents 8: Detailed Explanation – Statement of Case and Statement of Facts

NOTED

The summons and Complaint filed September 22, 2017 stated the following:

Plaintiff first came upset when his check was declined by a third-party check processing Company.

The Statement Facts filed February 15th, 2018 now states the following:

When the authorized repairs were completed, a problem arose out of the check Respondent tendered attempting to pay for his deductible. It was in such bad condition the Appellant check machine would not recognize it.

He then demanded payment to “go away.”

The Appellant’s claim “demanded payment to go away” is first recorded on any document February 15th, 2018. Appellant’s new accusation - claim was not included on the original Complaint including referenced in their request for Preliminary Injunction and Motion to Reconsider – Motion to Amend. I guess the old saying, if the first two attempts to take away my First Amendment Rights fail try

another accusation – claim strategy.

The Facts, a day prior the hearing I filed my response to their complaint accusing me of Malice, Defamation including damages. My response, document filed, did not include a request for tribute, demand or request for damages from Appellant related to the Respondent leaving the premise and stop informing the public of the business interaction with Appellant.

An acceptable outcome from the first and only meeting September 13th, 2017 between Respondent and Appellant; an apology, explanation related their unethical behavior including Harassment - Intimidation tactics and the requested documents (signed by John Lyons CFO) related to my new engine installation per Hyundai Corporation Recall. The follow up meeting on September 15th, 2017, neither occurred.

The only apology I have receive to date was regarding their employees stealing my signs and cussing me as they drove their carts behind me including crossing over onto State Property as per State Highway 278. "They are upset they are not selling cars" – THE STATEMENT IS AN EXCUSE NOT AN APOLOGY

I am exercising my rights as a United States Citizen, informing and educating the Public of my business interaction with Hilton Head Hyundai.

Respondent answered on October 23, 2017, pro se, by filing a document numbering 128 pages that was not served on Appellant until after the hearing. The Answer essentially admitted that the initial dispute between the third parties and Respondent.

As stated and confirmed I responded to the summons and Complaint within the 30 days required and as such the date was October 23, 2017. The reason the Appellant was not served until after the hearing is because the hearing was the very next day October 24th, 2017.

I have been in discussions my Insurance Company, Geico, regarding claims. I have been with them for over 20 years and consider them reliable, ethical, fair and honest including demonstrating a high level of integrity during claims.

My issues regarding the repairs, replacements on my vehicle related to driving through a pot hole have been with - and are with Hilton Head Hyundai.

The hearing was held on October 24th, 2017. Appellant examined one of the witnesses and the lower court allowed the pro se to cross examine the witness. After a few questions, the lower court entered into a lengthy discussion with Respondent, and then announced the time for the hearing had ended. No other evidence or testimony was allowed.

Wednesday October 18, 2017

I was told by my sister that someone was looking for me regarding a hearing on Tuesday, October 24th, 2017; she mentioned the time of the hearing was 2:30pm.

I spoke to an assistant at Bradford Martin's Assistant regarding this date and she confirmed the date and time also informing me that someone was looking to serve me regarding the hearing.

Friday October 19th, 2017

I went to the Jasper County Court House – County Clerk's Office to inquire about a date – time of hearing but the Count Clerk was out and nobody could help me.

I visited the Beaufort County Clerk's Office since the Judge Mullin's office was located in the Court House and her assistant was unsure of any hearing but requested I email a person and they would let me know.

I person called and stated he was trying to serve me, I was unavailable to meet him and as the law required he could not tell me contents of the summons.

Monday October 23rd, 2017

I visited the Jasper County Clerk's Office and spoke to the County Clerk who was unaware of the hearing date – time but she texted someone to confirm if there was a hearing; after waiting over 30- 45 minutes I decided to leave!

Tuesday October 24th, 2017

I arrived at Jasper County Court House and the Count Clerk informed me I had a hearing at Lunch time; not at 2:30pm as told to me by my sister and Bradford, Neal Martin & Associates. I dressed into my suit in my car and attended the hearing.

STATEMENT OF THE FACTS

"Glass, china and reputations, are easily cracked, and never well mended."

Benjamin Franklin

30 years of business related issues I find that business related concerns are typically accurate; I think he is referencing Persons v. Persons and I agree with his comments as such!

ONE

Hilton Head Hyundai has been a model corporate citizen in Jasper County for over 15 years. They have Invested over \$500,000 in local charities, and spent \$70,000 a month in Advertising. Their reputation has been outstanding prior to the blemish that is daily inflicted by respondent, and his complaints stem from issues he admits he had with third parties.

In any Corporate or Private Sector environment I have yet to review any document relating charitable donation and/or monthly advertising spend related to how an business entities front line employees interact with their customers including such related reputation.

For the record...again, MY COMPLAINTS ARE NOT WITH THE THIRD PARTY AS STATED, GEICO!

TWO

Now, Respondent stands outside Appellants Business almost daily with signs that accuse the Appellant of unethical and deceptive business practices and potential customers have refused to do business with Appellant as a result.

Hilton Head Hyundai has provided an affidavit from a Hilton Head Employee who stated two potential customers called into their dealership! GOOD GRIEF!

Prior hearing and to date I have not been provided nor the court any affidavit directly from any persons regarding the statement per above.

THREE

Appellant also identified a potentially serious engine recall, which was repaired under warranty. Engine Repair that was under recall by the Manufacturer.

I was told the recall was a FULL ENGINE REPLACEMENT! On August 25th, 2017 I asked Mickey about the Collateral/Document I received from Hyundai Corporate regarding the engine replacement and he said it was an addition to the recall as the documented print described a Power Train Assembly Unit. Noted, the collateral and letter were sent to my parents new residence; I did not know the address and Hyundai

Corporate did not having that address on record prior/post or current. (Referenced VIN Number) In a meeting with John Lyons on September 13th, 2017 I reviewed the collateral and address. He confirmed with Hyundai Corporate the address had never been a record associated with my car including the name of record on the VIN was another person and the collateral was related to the Full New Engine Replacement Recall. John Lyons comments were a contradiction from Mickey's explanation of the collateral as his was an extension to a Power Train Assembly Unit.

On August 25th, 2017 I asked Mickey If could get documentation that the engine was replaced and he said there was none, then commented to me "it looks new" as such I ended the conversation and asked to speak to Jessica's Boss, General Manager or Owner. I was unethically sent to the New Car Sales Manager who had nothing to do with Hilton Head Hyundai Service.

NOTED:

1. At present date I do not have any documentation regarding the Full Engine Replacement including Associated Warranty engine ID number etc.
2. Corey Johnson, Hilton head Service Person informed me I had to leave my car at their dealership as the current engine was dangerous and could cause me harm if I drove back to Atlanta. A False Statement and inaccurate demand; I could have driven my car home after they repaired the accident related damages. I was told by John Lyons (September 13, 2017) Jessica informed me I could return to Atlanta Georgia if I signed a Notification Waiver as noted I was never presented any such Waiver. I first spoke to Jessica (Hilton Head Service Manager) after returning to Atlanta regarding my Hertz Rental Car as such a False Statement from John Lyons.
3. False Statement and inaccurate demand that resulted in Hilton Head Hyundai profiting from the Full Engine Recall.

I HAVE FILED CHARGES AGAINST HILTON HEAD HYUNDAI REGARDING FRAUDULENT PRACTICES!

FOUR

Respondent insisted a rental car from the Hertz office located on Appellant's property. Respondent insisted that his insurance company, Geico pay for the damages and rental car.

INSISTED? Corey Johnson, Hilton head Service Person informed me I had to leave my car at their dealership as the current engine was dangerous and could cause me harm if I drove back to Atlanta. The Recall Test resulted FAILED: I was informed that Hyundai Corporate Office would provide a rental car so he called the Hertz Rental Car on their premise. A few moments later a person from Hertz Rental drove up and I went to their location to get a car. Hilton Head Corporate Office was invoiced for the time period during the new engine installation

INSISTED? Geico is my insurance provider and they provided the appropriate coverage for the pot hole related damages and payment for the rental car charges during the time period not related to the new engine recall. My policy covers provides a rental car up to \$1,500 dollars.

FIVE

Appellant wrote an Estimate, and there were four items that Geico would not approve. Rather than Show his content with Geico, Respondent has taken it out on Appellant.

For the record...again, MY COMPLAINTS ARE NOT WITH THE THIRD PARTY STATED, GEICO!

Reference:

Detailed Explanation – Statement of Case and Statement of Facts Number 7

SIX

When the Authorized repairs were completed, a problem arose out of the check Respondent tendered attempting to pay for his deductible. It was in such bad condition the appellant check would not recognize it.

Statement from original Summons:

Plaintiff first came upset when his check was declined by a third-party check processing company.

August 25th, 2017 there were multiple attempts to run my check through their third-party check system processing company all of which did not confirm or deny a valid check; Mickey, Jessica and others including the General Manager attempted to run the check but all responded telling me their machine could not read the numbers on the bottom of the check. I witnessed their attempts including the

General Manager putting a blank sheet of paper behind the check as he inserted it so the machine could read it. All attempts to read the numbers at the bottom of my check were unsuccessful including the General Managers.

THERE WAS NEVER ANY CONVERSATIONS REGARDING MY CHECK BEING APPROVED OR DENIED.

I contacted my Bank, First Citizens Bank and provided a letter that I am and was in Good Standing; I requested documentation confirming their statements to me that my account ending in 2709 has never been reported to any third-party check processing companies. I have received a verbal confirmation as such and waiting for the letter as it was mailed from their corporate office; upon receipt I will file in the court records.

NOTED:

1. Through my research calling the number 800 Number associated with their machine they could have called to verify the validity of the check.
2. There are 6 other Peacock Auto Mall Dealerships they could had walked to in an effort of good faith and confirm the validity of my check defined as approved or denied.

Suspect of their actions, I went to Publix and Wal-Mart the following morning and their check processing systems verified the SAME check for \$1,000 as valid and approved for purchase. I have requested documentation from their corporate office confirming the account ending in 2709 was approved on August 26th, 2017 and not reported to their associated third-party check cashing system.

Noted: Their system might be different but each of their machines (cash register and/or third-party check processing machines) read the numbers on the bottom of the SAME check. Also, the value of the check was included but could not be cashed for \$1,000. Publix and Wal-Mart amount not authorized.

SEVEN

Respondent finally got his sister to pay the deductible by use of her credit card.

I returned the next day after they would not except my check, during this time period I misplaced my Card so I simply asked my sister to pay Hilton Head Hyundai my balance so I could return home.

Unfortunately after payment, they still would not release my car.

EIGHT

Respondent refused to return the Hertz rental when his car repair was completed. In fact, Respondent called the police, who ordered him to return the rental car.

The following morning Saturday August 26th, 2017 I returned to the dealership and used a credit card for payment; after making the required \$1,000 Deductible Payment Jessica (Hilton Head Service Manager) refused to release my car. I was told that I was to return the Hertz Rental Car to them prior to returning my car; I refused and called the police to retrieve my car because my balance and payment for all Hilton Hyundai Service Agreement related charges had been cured = 100%. Yes, I was agitated! I drove from Atlanta to make the \$1,000 deductible payment and return home. Not including the two roaches and spider webs in my car, simple repairs not complete and no proof of a new engine replacement except comments by Mickey it looks new I did make the payment to Hilton Head Hyundai and they refused to return my car. Upon my \$1,000 Deductible Payment, which cured the Hilton Head Service Agreement they included the return of a Hertz Rental Car that was contractually in my name prior to returning my car.

Noted, Hyundai Corporate did pay for the time period during the Full Engine Replacement, they had been paid and at current time my Geico policy was on record for payment totaling up to 50 Days/\$1,500

I was astonished as the Hilton Head Hyundai and Hertz Car Rental agreements exclusive to one another thus I felt as if Hilton Head Hyundai was holding me Hostage including converting my Property. I called the 911 to report their action and requested the police to retrieve it as my balance was cured with Hilton Head Hyundai.

I asked Mickey to use their phone, as I reached for it she grabbed my hand so after she walked away I used it because I wanted it recorded the 911 Call from their landline vs. my cell.

A few days later a representative from the Peacock Auto Mall (New River) approached me in an attempt to defuse the issue. During the conversation regarding my feelings Hilton Head Hyundai converted my property-not returning my car after payment; thus, included returning the rental car post \$1,000 payment. He said they own the Hertz Rental Car located on Peacock Auto Mall premise; he immediately changed his message to "related" to Hertz Rental Car after I noted that HERTZ does not franchise! Clearly an attempt to defuse/mis-direct their behavior on August 26th, 2017 not including insulting my intelligence! (Criminal Act – Conversion of Property)

I CALLED THE POLICE, THEY COULD ASSIST ME RETREIVING MY CAR; MY BALANCE EQUALED ZERO AFTER I MADE MY \$1,000 DEDUCTABLE PAYMENT!

OTHER COMMENTS

Hertz Rental:

August 25th, 2017 I informed Hertz Rental Car I was picking up my car and would be returning my rental car that afternoon. I followed up with them after the events per above; they commented that they would be reporting my car stolen because I did not return it that afternoon. I explained to him the car would be returned the following day as I needed get my thoughts around all of the issues that just occurred. He kept demanding my Credit Card as I mentioned that it was not necessary because my Geico Policy had a 50-day Rental Car Allowance (per \$30 a day) and I was not near this time frame; and I had already sent a copy of the Geico declaration page confirming the rental coverage. My attempts to call my Geico Representative so he could assist and update Hertz Rental Car were unsuccessful; he was on FMLA and not available. The balance was estimated to be \$341.00. I was astonished why he would report my rental car stolen because my Sonata was at the dealership and they are located in the Peacock Auto Mall where Hilton Head Hyundai is located.

Hilton Head Hyundai:

Denied the return of my vehicle after making my \$1,000 Payment:

I returned the following day and made a credit card payment; upon such payment Jessica then stated inclusive of my \$1,000 payment that cured my Hilton Head Service Order Agreement I was required to

return the Hertz Rental car prior receiving my car. I explained the Hertz Rental Car located on their premise was closed and my intentions to return the car to the Hilton Head/Savannah International Airport; insuring it was properly returned and I received the associated documentation. (Noted: The Hertz Rental on their premise was closed I was not going to just leave my car with Hilton Head Hyundai who had prior demonstrated zero integrity and ethical standards. Also, I wanted to confirm the car not reported stolen and explain my policy covered the small balance and would be handled by Geico. Jessica refused, I explained they were two exclusive contracts with my name on each as such they had no right to include the return of my rental car after curing my Hilton Head Hyundai Service Order balance. The Hilton Head Service Invoice does not state or include any contractual alignment to any Hertz Rental Agreement. Hyundai Corporate did provide payment for the time period associated with the engine recall as such it was complete and the current time period was under my Geico Policy. The Hertz Rental Car Agreement was contractually aligned to Greg Hackney, me. I informed her I was going to call the police as such I reached for their land line phone only to be stopped as she grabbed my hand; I began using my cell phone to make the call but when she walked away I used their land line as I wanted the 911 call to be from their location. I connected to the Police and requested an officer. I was asked to wait outside and leave the building as such I waited outside

Deputy Sheriff Hunnicutt Deception:

Employee of Peacock Auto Mall working as their Security Officer on Saturday August 26th, 2017.

A few moments after the 911 call a person driving a Ford Black Explorer drove up and was dressed in a Sheriff's uniform with the associated badges. I explained in detail the issues and concerns; I also showed him the two contracts (Hilton Head Hyundai Service Agreement/Hertz Rental Car Agreement and the \$1,000 Deductible payment receipt that cured my outstanding Hilton Head Hyundai Balance to the associated contract; I requested him to get my car. I was informed another Deputy Sheriff was coming and upon his arrival I repeated the same.

(Also, documentation regarding the New Engine Recall)

I was not informed Deputy Sheriff Hunnicutt was at current their security; as such, I would not have wasted my time explaining to him my concerns or request to retrieve my car. I learned of his dual role at a later date and was disappointed at his misguided use of authority

Deputy Sheriff Dobson:

As stated to Deputy Hunnicutt I repeated the same then he entered the Hyundai Dealership to review their comments. Upon returning he said there was a \$341 balance so Hertz Rental Car requested that he get the rental car to insure it was returned. I asked him if the car was reported stolen and he replied "no" as such I explained if the car was not reported stolen he had no jurisdiction and thus I was going to return the car at the Hilton Head/Savannah International Airport. He informed me the Hertz Rental Car was to be returned defined by putting the keys in their associated drop box prior me receiving my car. I was dumbfounded at his request as I explained that regardless if there was a balance Geico was going to handle and this was a civil matter and he was out of his authority per his request. Regardless, he was stern/no other option to retrieve my Sonata as such I agreed if he would put in writing I refused his request and the car was not reported stolen. He agreed and upon returning the keys into the Hertz Rental Car drop box he did write a note but did not include my request to include I refused his request and the car was not stolen; he commented it was recorded on his body cam so not required to put in writing. I was furious and let him know he lied to me; he got in his car and drove away. I did receive my car. Documented "Deputy Dobson's Note" included.

**I HAVE FILED CONVERSION OF PROPERTY CHARGES AGAINST HILTON HEAD HYUNDAI
THE PERSON WHO ATTEMPTED TO DEFUSE THE CONVERSION OF PROPERTY WAS A HILTON HEAD
HYUNDAI MANAGER! ANOTHER LIE!**

NINE

Respondent Demanded a payment in an amount to give Appellant a "Gut Punch" to "go away"

The Appellant's claim "demanded payment to go away" is first recorded on any document February 15th, 2018. Appellant's new accusation - claim was not included on the original Complaint including referenced in their request for Preliminary Injunction and Motion to Reconsider – Motion to

Amend. I guess the old saying, if the first two attempts to take away my First Amendment Rights fail try another accusation – claim strategy.

The Facts, a day prior the hearing I filed my response to their complaint accusing me of Malice, Defamation including damages. My response, document filed, did not include a request for tribute, demand or request for damages from Appellant related to the Respondent leaving the premise and stop informing the public of the business interaction with Appellant. A counter claim was not included with Respondent's Response to Summons and Complaint.

An acceptable outcome from the first and only meeting September 13th, 2017 between Respondent and Appellant; an apology, explanation related their unethical behavior including Harassment - Intimidation tactics and the requested documents (signed by John Lyons CFO) related to my new engine installation per Hyundai Corporation Recall. The follow up meeting on September 15th, 2017, neither occurred.

The only apology I have receive to date was regarding their employees stealing m signs and cussing me as they drove their carts behind me including crossing over onto State Property as per State Highway 278. "They are upset they are not selling cars" – THE STATEMENT IS AN EXCUSE NOT AN APOLOGY

I am exercising my rights as a United States Citizen, informing and educating the Public of my business interaction between Hilton Head Hyu

TEN

Made physical threats against Appellant's Employees.

Respondent threatened to Kill one of Appellants employees

FACTS: I have never been detained, spoken to by Jasper County Sheriff or any other Authority regarding any attempt to kill a Hilton Head Employee. Also, The statement was made in the hearing on October 24th, 2017 – noted Judge Carmen T. Mullin denied Restraining Order!

Threatened to wrap a golf club around the head of another employee

The following pages to number ELEVEN is documentation related to this event, what the statement does not explain is the person is Peacock Auto – Mall Security personnel. The previous weeks the security vehicle mirrored me from their property as I walk in front of their business. On several occasions they followed me off premise but I never get them under a camera until the events on September 20th, 2017. The Wal-Mart next to Hilton Head Hyundai Dealership videoed their Security Vehicle following me off their premise at the end of the day and used Harassment and Intimidation Tactics.

Documentation is copied and provided referenced to events and lack of effort to resolve the harassment concerns. I met with the Executive Officer, Captain Robertson from SLED and filed this document with other related documents and copied the Governor's Office, Chief of Staff – who have responded.

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 6

**Case Number, 2017-2176 -- Harassment/A&B by Intimidation
Victim Notification Information Form**

**Case Number, 2017-2176 -- Summary
Reporting Officer Deputy Sheriff Smith
Update/Filing
Request to File Charges – Criminal Code 16-3-1700**

Deputy Chief Lt. Morris:

Request an investigation on charges related to the Wal-Mart Video and the associated warranted arrest.

Video:

Clarification:

I understood the Video to have three clips including a video from their back camera showing the Peacock Security Person entering Wal-Mart from Argent Street. The current DVD has 2 clips.

Video Time Stamp

The DVD video does not have a standard date and time stamp. The video does not have any visible Calendar Date – Time of Day and Length of Video one would think would be applicable via a security Camera video that could be used in a Civil or Criminal Court! The Time Stamp would give the court Accurate Date/Time and Length of such event.

Video Timeline, Sheriff Smith Narrative:

"Hackney was then observed exiting his vehicle and approach the security vehicle and then walk away three minutes later" Review the video, less than 30 seconds!

Point of Reference: 3 minutes would indicate I was confrontational, 60 plus days later I receive a viewable video and suddenly 30 seconds corrects Deputy Sheriff Smith's Narrative!

Victim Notification Information Form:

Suspect Name

John Lyons/Peacock Auto Mall

Why would the CFO – General Manager of Peacock Auto Mall be a Suspect?

He was not the person driving the Peacock Auto Mall "Security" White Ford Explorer in the Video.

Suspect:

Please provide the name of Peacock Security Person Driving the Vehicle in the Wal-Mart Harassment – Intimidation Video. Criminal - Civil Pursuant = Applicable.

Jasper County Sheriff's Office

Summary

The Summary has the Suspect (s) Unknown. The Victim Notification Information Form has John Lyons.

Jasper County Sheriff Smith spoke to Michael Hernandez, head of Security at Peacock Auto Mall and John Lyons, CFO General Manager of Peacock Auto Mall; in both discussions he did not ask for the person who was driving the Security Vehicle (Suspect) during the Harassment and Intimidation incident? Please explain why the person driving their Security Vehicle is not identified.

Makes Sense?

Two people in discussions, one tells the other you should follow a person etc! As such the person does and is reported to the police and they confirm Harassment; the person who told the individual to follow around the victim is not charged or arrested!

Narrative

backing his vehicle.

I backed my vehicle into the parking space.

wanted to talk with John Lyons before pursuing any charges

John Lyons and I spoke on September 13th, 2017 and promised there would be no more Harassment from his employees including cussing, stealing of my signs, breach of my vehicle and including other Intimidation. I wanted to insure it was not a rogue employee not understanding his direction to his employees.

Noted, ANOTHER LIE as John Lyons authorized the Harassment!

advised him I need to have proof of the incident occurring before helping him out with the incident. I advised Hackney that Wal-Mart has video cameras along the outside of the building and that I would need to view those.

Deputy Sheriff Smith did view-see the proof of the incident!

then walk away three minutes later

Review the video, less than 30 seconds!

Point of Reference: 3 minutes would indicate I was confrontational, 60 plus days later I receive a viewable video and suddenly 30 seconds corrects Deputy Sheriff Smith's Narrative!

Find out who I need to talk to regarding the security officer who followed him to Wal-Mart

I would expect that the goal would be to find out who was driving the Security Vehicle into the Wal-Mart parking lot. To date, the person driving the Peacock Auto Mall Security Vehicle has not been identified.

In both discussions he did not ask for the person who was driving the Peacock Auto Mall Security Vehicle (Suspect) during the Harassment and Intimidation incident? Please explain why the person driving their Security Vehicle is not identified as it is written he notes the name as IMPORTANT!

I made contact Hernandez and advised him his security officer following

Makes sense at this point of the investigation to obtain the driver of the vehicle?

Hernandez responded to me by stating the security officer was identifying if Hackney was still driving his vehicle

Contradiction of Jasper County Court filed documents.

Hernandez stated he understood and would tell his officers not to follow Hackney onto another's property

Per directly from John Lyons, CFO of Peacock Auto Mall, he directed their security person! Disgraceful!

able to meet with Lyons and that the meeting did not go well being trespassed from the entire Auto Mall.

The previous Wednesday, September 13th, 2017 (twice) – Friday September 15th, 2017 I entered the Dodge, Ram, Jeep Dealership where I met directly with John Lyons; (okay to enter the dealership) I intended to follow the same direction as the previous times we met. I did not feel that there was a trespass issues since the meetings on Wednesday September 13th, 2017 and Friday September 15th, 2017 as not mentioned in either meeting.

I entered his office and there were three Peacock Auto Mall Security Persons with him and informed of the Trespass. There was a different tone to our conversation from just days prior. Noted, my conduct had not changed. Perhaps his security vehicle getting caught on a Wal-Mart camera changed the atmosphere and his tone to hostility!

Investigation would need to be done to identify the subject in the vehicle and to obtain a correct charge.

Clear thinking, the subject driving the vehicle was important yet still not identified. Clear thinking there would be a charge related to the Wal-Mart Video.

Hackney's intent to file charges

Yes, I requested charges to be filed.

Hackney felt intimidated

The Peacock Auto Mall Security Vehicle office premise Harassment was Stressful and caused other emotions confirmed by my actions to approach the vehicle in an effort to protect myself at current time and future off-premise incidents. I was uncomfortable addressing the Security Vehicle but a necessary precaution for my Security!

As per meeting the on September 21st, 2017 meeting with Deputy Chief Lt. Morris, I specifically requested a competent Deputy Sheriff to manage this incident with integrity and clear conscious! Evidence, an attempt was mad

Article 17

Harassment and Stalking Offenses against the Person

16-3-1700 Definition

"Harassment in the first degree means a pattern of intentional, substantial and unreasonable intrusion into the private life of a targeted person that serves no legitimate purpose and causes the person in his position to suffer mental or emotional stress. Harassment in the first degree may include, but is not limited to:

(3) Surveillance of or the maintenance of a presence near the targeted person's

- A. Residence
- B. Place of work
- C. School: or
- D. **Another place regularly occupied or visited by the targeted person**

Beginning on August 26th, 2017 until the incident on September 20th, 2017 I protested daily in front of Hilton Head Hyundai and Peacock Auto Mall! I walked from the Wal-Mart parking lot across Argent Street to the Dealerships then returned each day! (A 5-10 minute walk depending where I began my return at the end of the day)

A Peacock Security White Ford Explorer literally mirrored me from their premise 95% of the time depending on the number of hours per day, average 8-10 hours.

Please explain to me why 16-3-1700 Criminal Code Harassment and Stalking does not apply to the following event!

The Security Personnel of the Business an individual has been protesting nearly 3 weeks 8-10 hours a day can follow that same individual across the street from their premise to another business where the protesting individual has been parking every day since beginning such protesting!

I am not a Constitutional expert but how can the actions per above recorded and confirmed by the Jasper County Sheriff's Office via recording (Deputy Sheriff Smith obtained) from a Wal-Mart camera not be crime against one's First Amendment Right Of Freedom of Speech; not to mention the State of Carolina Harassment and Stalking code 16-3-1700!

I request an investigation to re-open the A/B with intent to Intimidate charges properly file associated charged including the arrest of the Driver of the Peacock Vehicle!

INCIDENT - TIMELINE

September 20th, 2017: Wednesday

Every day I walk from Wal-Mart to the location in front of the Peacock Auto Mall – Hilton Head Hyundai and return as such. A White Ford Explorer Security Vehicle from their premise would literally follow me as I walked 20 – 30 feet as it would move to remain in direct sight as I took it, Intimidation and Harassment. Their Harassment and Intimidation Tactics could not have been for safety of their employees or customers as they would leave daily and return multiple times: Also, the Peacock Auto Mall Security Vehicle arrives after 5:00 pm on Sundays.

Noted what was visible as otherwise directly in front of me!

Their Security Vehicle, a White Ford Explorer, would follow me to other locations but I could never get them to be located under an associated camera until this date. The vehicle followed me and entered into the Garden Center at Wal-Mart and went pass me back and forth until it parked in-sight of my car.

I remained in the parking lot pretending to maintain my car as the person did not get out of the car but sat looking at me! After minutes I got in my car and approached their Security Vehicle, White Ford Explorer, and parked next to it but not blocking their exit. I approached the vehicle and there was a security person in a Peacock Auto Mall shirt; I explained to him that he was not to follow me off their premise anymore. (Noted, an aggressive statement but not “Yelling” as it is stated in the Jasper County Sheriff Office Summary and Narrative Report.)

The report also states I was speaking to the Peacock Security Person for an estimated 3 minutes, it was about 30-45 seconds. As I left and returned to my car he did yell back at me saying, “do you want some of me” etc. The video also shows he did not enter Wal-Mart as his purpose was to Intimidate, Harass and do surveillance as such both were disturbing, stressful and warranted concern for my safety.

Noted: For two weeks I asked the Jasper County Sheriff’s Office for a copy or the video, unsuccessful. I stopped by the South Carolina State Troopers office and was directed by a State Trooper to use a FOIA form; I did and within a week I received DVD - Video. The Video could not be viewed. I took it to Best Buy and other professionals all confirming the video was not readable including on my Apple computer and their Microsoft computers they use for their work. **Why would the Jasper County Sheriff’s office ignore my repeated attempts to get a copy of the video? The Sheriff’s Office could have just informed me to use a FOIA Form but they chose not to disclose the procedure. DISCRACEFUL!**

Review: Jasper County Sheriff Office and Wal-Mart Video Timeline.

September 21st, 2017: Thursday

Sheriff Office to report their Harassment as such met with the Deputy Chief of Jasper County: Lt Morris. My purpose of meeting with him was to insure the process obtaining the video was successful and there were no mishaps as I had with his Jasper County Deputies the previous weeks. He assured me the

person on duty in that area responding to my request (I called a non-emergency number he provided) was competent and would manage the process correctly. (Lt. Smith)

I met with Deputy Sheriff Smith and he retained the video and seemed surprised there was in fact a video; he later confirmed with Peacock Auto Mall their Security was involved in the video.

I mentioned to Deputy Sheriff Smith I wanted to speak to John Lyons prior pressing charges to insure the security person was not acting on his own accord in his aggressive behavior. The following day I confirmed with John Lyons that in fact it was under his direction their Security Person followed me into the Wal-Mart Parking lot.

September 22nd, 2017 - Friday

I went on the Peacock Auto - Mall premise to discuss the video as noted above; I met John Lyons in his office including three security guards present. He said he was scared for his employees etc. One must ask why do they leave each day off premise and do not show up until 5:00 PM on Sunday. Confirmed hours not mirroring me!

Good Grief! I assume these times he is putting their customers at risk? Just another lie!

After being informed of the No Trespass I asked him about their Security Vehicle following me into the Wal-Mart parking lot and he confirmed it was their Security and directed as such by him.

On Wednesday, September 13, 2017 John and I discussed his employees cursing me, stealing my signs, car keys and breach of my car; he told me he would insure that no one would Harass or Intimidate me on or off premise! Another Lie!

September 29th 2017 – October 11th, 2017 – I made multiple visits to the Jasper County Sheriff's Office to get an update on the Arrest related to the Video and told NOTHING!

October 12th, 2017: Thursday

Sheriff's officer to inquire about the ongoing incident at Wal-Mart

I met a Deputy Sheriff who identified himself as a Lt. outside the Jasper County Sheriff office; we discussed the Wal-Mart video and he informed me there would not be charges filed against Peacock Auto Mall. He told me anyone can follow any person as long as they do not harm the person they are following. Good Grief!

Moments later I saw Deputy Sheriff Smith who retrieved the video and charged Peacock Auto Mall – John Lyons with Harassment, Assault and Battery with intent to Intimidate. He confirmed the charges on my Victim Notification Identification Report were being dropped as per Sheriff Malphrus, injustice!

I later saw Deputy at a Gas Station, he informed me that he was suspended for the incident and report charging Peacock Auto Mall.

October 13th, 2017: Friday

Sheriff's Office to retrieve the Wal-Mart video.

I received the Wal-Mart video but it did not play, I took it to Best Buy and other related professional businesses and they attempted to play the video on my computer and their business computer both of which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

October 13th, 2017 – October 31, 2017: As per above I went to multiple computer companies and efforts to play the video failed.

October 31st, 2017: Tuesday

2017 Freedom of Information ACT, 2nd Request for Video as 1st did not play

(Enclosure, Letter)

November 10th, 2017: Friday (Estimated Date 7-10 Days Post October 31st letter)

I went to the Jasper County Sheriff Office to follow up on the letter I gave them on October 31st 2017. Deputy Chief Lt. Morris greeted me in the lobby and informed me their lawyer said that they have completed the FOIA request and that is the only video I was going to receive. He returned the same video that could not be viewed.

December 7th, 2017

Clerk for Judge Mullen's office sent an email requesting a hearing per the DVD video that was not viewable.

A few days later the Jasper County Sheriff office provided a playable video.

Noted: Actual date I received the original video is estimated to be October 13th, 2017; the original FOIA letter is missing as it was with other documents that were stolen on November 1, 2017

*Thank the Founding Fathers for providing citizens a system that
allow Judges with integrity to keep law enforcement agencies
accountable!*

JASPER COUNTY SHERIFF OFFICE UNETHICAL BEHAVIOR

WAL-MART – VIDEO TIMELINE

September 20th, 2017: Wednesday

Peacock Security Vehicle followed me into the Wal-Mart parking lot.
Intimidation and Harassment.

September 21st, 2017: Thursday

I went to the Jasper County Sheriff office and spoke to the Deputy Chief Lt. Morris to review the incident to insure an experienced Deputy Sheriff would obtain the video from Wal-Mart and file the appropriate Criminal Charges.

Deputy Sheriff Lt. Smith met with me then obtained the Wal-Mart Video;

Deputy Sheriff Lt. Smith confirmed with Peacock Auto Mall it was their Security Person and Vehicle that followed me into the Wal-Mart Parking Lot.

September 22nd, 2017: Friday

After meeting with John Lyons and confirming it was their Peacock Security Vehicle (Employee) that Intimidated and Harassed me I told Lt Sheriff Smith I wanted to press charges.

During a prior phone call he informed me Peacock Auto Mall confirmed it was their Security Person who was in the vehicle.

I received a Victim Notification Identification Form as it read the following
Incident Type: Harassment/ Assault and Battery with Intent to Intimidation

Noted: For two weeks I asked the Jasper County Sheriff's Office for a copy or the video, unsuccessful. I stopped by the South Carolina State Troopers office and was directed by a State Trooper to use a FOIA form; I did and within a week I received DVD - Video. The Video could not be viewed. I took it to Best Buy and other professionals all confirming the video was not readable including on my Apple computer and their Microsoft computers they use for their work. **Why would the Jasper County Sheriff's office ignore my repeated attempts to get a copy of the video?** The Sheriff's Office could have just informed me to use a FOIA Form but they chose not to disclose the procedure. **DISCRACEFUL!**

September 29th, 2017: Thursday

First of many attempts to follow up on the arrest regarding the Harassment – Intimidation charges.

September 29th, 2017 – October 12th, 2017

Multiple trips to the Jasper County Sheriff's Office in an attempt to confirm the date of the arrest regarding the Wal-Mart Incident.

October 12th, 2017: Thursday

I attempted to get information on the arrest multiple times at the Jasper County Sheriff's Office and finally was told by a Jasper County Sheriff (Lt.) outside their office there was nothing going to happen to Peacock Auto Mall because there was not a crime as you can follow anyone around as long as you want.

Early evening I saw Deputy Sheriff Smith getting gas and we spoke; he informed me that he was suspended for charging Peacock Auto Mall.

October 13th, 2017: Friday

Sheriff's Office to retrieve the Wal-Mart video.

I received the Wal-Mart video but it did not play, I took it to Best Buy and other related professional businesses and they attempted to play the video on my computer and their business computer both of which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

October 13th, 2017 - October 31st, 2017

I receive the Wal-Mart video but it did not play, I took it to Best Buy and they attempted to play the video on my computer and their business computers both of which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

October 31st, 2017: Tuesday

Freedom of Information Act, 2nd Request for Video as 1st did not play.

I sent letter and emailed Judge Carmen T Mullen's a copy. Enclosed Letter requested the Jasper County Sheriff Office to provide a viewable video as the first would not play; noting that base on a non-viewable video they had not met their FOIA requirements.

November 10th, 2017: Friday (Estimated Date)

I went to the Sheriff's office to receive a viewable DVD but was informed the Jasper County Lawyer told him they have met the FOI Requirements. Please see email from the attorney (assuming it is the same lawyer) as he changed his flawed thinking after receiving an email from Judge Carmen T. Mullen's office requesting a hearing on the issues as I had not received a viewable video. Lt. Morris returned the original video.

December 7th, 2018: Thursday

Email from Judge Carmen T. Mullen's office

Pursuant to 30-4-100, Judge Mullen would like to have a hearing on this matter tomorrow, Friday, Dec 8th at 11:30 in Jasper County. Please confirm your availability.

Thank you,

Crystal

Crystal H. Swinford, Esq.

Law Clerk to the Honorable Carmen T. Mullen

Fourteenth Judicial Circuit

A FEW DAYS LATER THE SHERIFF'S OFFICE PROVIDED ME A VIEWABLE – PLAYABLE VIDEO

SUMMARY

First two weeks they would not tell me the process for retrieving the video...

October 13 th , 2017	Received Video and it would not work – play.
October 31 st , 2017	Requested a second copy. (new and playable)
November 10 th , 2017	Jasper County Sheriff Office said NO!
December 7 th , 2017	The Honorable Judge Carmen T Mullen's Office requested a hearing on the Un-playable video.
Few days later....	Ole Jasper County Sheriff Office suddenly produces a playable video!

FOIA Timeline: 60 Days to complete and only with Judge Carmen T. Mullen's intervention!
Great Jasper County Sheriff Office Victim Assistance!

After the car breach, stolen keys and stolen signs the Jasper County Sheriff always commented, get it on camera; in my opinion an excuse for not doing anything against Peacock Auto-Mall – Hilton Head Hyundai. I finally gave them a video, they seemed surprised – charged them anyway – delayed the video receipt ending with dropping the related charges and doing nothing! DISCRACEFUL!

Other Documents

FOIA Letter

Judge Carmen T. Mullen's Email (exchange regarding hearing on playable video)

Regards

Greg Hackney

Victims Form

JASPER COUNTY

Victim Notification Information Form CONFIDENTIAL INFORMATION

Receiving Correctional Officer: _____

VICTIM INFORMATION (South Carolina Statute 16-3-1515) CASE # 17-2176

Name of Victim: Breg Hackney Victim is: ☐ deceased, ☐ minor or ☐ Mentally Ill
Physical Address: 14214 Big Lane Big Lane GA 30143
Telephone #: (H) 678 955 2975 (B) _____ Emergency #: _____
Relative or Contact Person: _____
Physical Address: _____ Telephone #: _____

SUSPECT'S NAME: John Lyon / Peacock Auto Mail DATE OF INCIDENT: 9/22/17
INCIDENT TYPE: Harassment / A+B by Intimidation

In order for law Enforcement to make a reasonable attempt to contact you of the arrest and of the appropriate court proceedings or procedure; it is your responsibility to notify the appropriate agency of any change in your address or phone number.

BOND HEARING: Time: _____ TYPE OF COURT & SCHEDULE: Time: _____
Date: _____ Date: _____
☐ Magistrate Court ☐ Magistrate Court
☐ Municipal Court ☐ Municipal Court
☐ General Sessions

I do ☐ do not ☐ wish to be present for bond hearing.
I do ☐ do not ☐ wish to be contacted when the defendant is release from jail.

The following efforts were made to contact the victim:

Phone Number Called	Date/Time	Reason	Name Of Caller	Person Notified	Not Notified
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

BOND RECOMMENDATION

As a victim of a crime, I have received a copy of the Victim Notification Information Form provided to me and I agree the victim information is correct.

Victim's Signature [Signature] Date _____ Officer's Signature [Signature] Date _____

White Copy - Attach to Report Yellow Copy - Court Pink Copy - Detention Center Goldenrod - Victim

ELEVEN

When his demands were not met, he began picketing Appellant, and has continues to do so on an almost daily basis since August of 2017.

Previous attempts to speak to the owner regarding their Conversion of Property, Lies and other related issues I had decided to make a sign so I could speak to the owner with the intended outcome I would be out there 10 minutes before he would address my concerns. I made this commitment after making the deductible payment and their refusal to return my car.

NOTED:

THERE IS NO REFERENCE TO A THIRD PARTY ISSUE, GEICO

I BEGAN MY "PICKETING" THE SATURDAY I MADE PAYMENT FOR MY CAR AND THEY REFUSED TO RETURN IT INCLUDING A CONDITION – RETURN OF THE HERTZ RENTAL CAR!

Deputy Sheriff Dobson:

As stated to Deputy Hunnicutt I repeated the same then he entered the Hyundai Dealership to review their comments. Upon returning he said there was a \$341 balance so Hertz Rental Car requested that he get the rental car to insure it was returned. I asked him if the car was reported stolen and he replied "no" as such I explained if the car was not reported stolen he had no jurisdiction and thus I was going to return the car at the Hilton Head/Savannah International Airport. He informed me the Hertz Rental Car was to be returned defined by putting the keys in their associated drop box prior me receiving my car. I was dumbfounded at his request as I explained that regardless if there was a balance Geico was going to handle and this was a civil matter and he was out of his authority per his request. Regardless, he was stern/no other option to retrieve my Sonata as such I agreed if he would put in writing I refused his request and the car was not reported stolen. He agreed and upon returning the keys into the Hertz Rental Car drop box he did write a note but did not include my request to include I refused his request and the car was not stolen; he commented it was recorded on his body cam so not required to put in writing. I was furious and let him know he lied to me; he got in his car and drove away. I did receive my

car. Documented "Deputy Dobson's Note" included.

Hilton Head Hyundai Activity

On a poster board I wrote Hilton Head Hyundai, Lies, Lies, Lies

I went to the local Wal-Mart and bought a poster board and wrote Lies, Lies, Lies and began walking back and forth in front of the Hilton Head Hyundai Dealership. I was surprised and shocked that their employees including the New Car Sales Manager, General Manager and Sales Personnel drove up in their Golf Carts cussing me and making derogatory comments about me. Also laughing and making the same at my sign as it was raining and in poor shape.

Sunday - August 27th. 2017

Upon witnessing their unethical and unprofessional behavior I decided to make a more readable sign and return to their location the following day and begin my activity in front of the Hilton Head Hyundai Dealership; my thinking, eventually I would be able to speak to the owner as Jessica did not follow Basic Business Practices when I appropriately asked to speak to him/her.

Monday - August 28th. 2017

I began my activity and met with the same cussing and derogatory comments that included the New Car Sales Manager whom I had spoken to on Friday August 25th, 2017 informing me that he knew I had a criminal record and was sleeping in my car at the Wal-Mart parking lot. He also made gestures that appeared to be me as one smoking a crack or marijuana pipe. I was astonished that they continued to interrupt my constitutional rights including following me to Wal-Mart where my car was parked and still not sure what "I have a criminal record" meant as I do not!

Wal-Mart, Car Doors and Windows were opened upon my return; noted, this was the week before the hurricane and it rained hard every day! Noted 2nd of three consecutive days of such criminal behavior. Upon returning to my car this day, Tuesday August 29th, 2017 and the following day, I arrived at my vehicle and noticed the doors and windows were open as a result inside my car was drenched with rain water.

TWELVE

He freely admits that his signs say under Appellant's name: "FRAUD, LIES, LIES, LIES and UNPROFESSIONAL, UNETHICAL, HARASSMENT, INTIMIDATION"

I SECOND THIS STATEMENT!

THIRTEEN

Underlying facts show that Respondent's actions were the reason several customers would not do business with Appellant.

As referenced, affidavit from a Hilton Head Hyundai Employee!

FOURTEEN

Respondent continues, almost on a daily basis, to libel, and slander Appellant in his attempt to ruin its reputation, by holding up signs and stopping and making oral statements to potential customers. The customers must use a deceleration lane to enter the dealerships, and this is where the Respondent Stands.

I am not attempting to ruin the Appellant's Reputation, I am exercising my First Amendment Right to Inform the public of my business experience with Hilton Head Hyundai.

On occasions persons stop to inquire of my activity: we discuss similar issues they had with Hilton Head Hyundai, my experience with Hilton Head Hyundai including other topics.

I do not have a specific pattern of walking on State Highway 278, there is a deceleration lane and I have stood on the South Carolina State owned property adjacent to the deceleration lane.

ARGUMENT

I. THE COURT ERRED IN REQUIRING A BALANCING TEST IN ORDER TO GRANT A PRELIMINARY INJUNCTION

I defer to The Honorable Carmen T. Mullins due diligence rendering the following:

1. October 31, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.
2. December 6th, 2017 Order Denying the Request to Reconsider, Motion to Alter or Amend October 31, 2016 Order.

Clarification:

Even Under a Balancing Test, a preliminary injunction should be granted. The lower court recognized that respondents issue was with the insurance company, and not with Appellant.

As Stated, I DO NOT HAVE AN ISSUE WITH GEICO! As stated in Appellant's Statement of Case, page 2, I engaged in an extended conversation with Judge Mullin's. We discussed the first of my issues but I explained my issues was NOT with Geico; it was/is with the Appellant Hilton Head Hyundai!

II. THE LOWER COURT ERRED IN REQUIRING APPELLANT TO MAKE A "CLEAR SHOWING THAT IS LIKELY TO SUFFER IRRPARABLE HARM IF PRELIMINARY INJUNCTION IS DENIED (ISSUES II and IV)

I defer to The Honorable Carmen T. Mullins due diligence rendering the following:

1. October 31, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.
2. December 6th, 2017 Order Denying the Request to Reconsider, Motion to Alter or Amend October 31, 2016 Order.

III. THE LOWER COURT ERRED IN FINDING THAT APPELLANT FAILED TO SATISFY ITS BURDEN THAT IT WAS LIKELY TO SUFFER IRREPARABLE INJURY IF THE MOTION WAS NOT GRANTED (ISSUES II and III)

I defer to The Honorable Carmen T. Mullins due diligence rendering the following:

1. October 31, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.
2. December 6th, 2017 Order Denying the Request to Reconsider, Motion to Alter or Amend October 31, 2016 Order.

Clarification:

Respondent's statements regarding Appellant are defamatory and Respondent agreed his Complaints centered around the actions of third parties

The Respondents Statements are NOT defamatory, are accurate and true!

As State multiple times, MY ISSUES ARE NOT WITH THIRD PARTIES, COMPLAINTS AND ISSUES ARE WITH AND HAVE ALWAYS BEEN RELATED TO HILTON HEAD HYUNDAI

Clarification:

Appellant presented affidavit evidence that customers were calling in about Respondent's actions and that two customers stated explicitly that they based their decision not to do business on Respondents actions.

The Appellant has entered into court an affidavit from a Hilton Head Hyundai Employee.

IV. THE LOWER COURT ERRED IN CONCLUDING THE INJUNCTION WOULD BE PRIOR RESTRAINT (ISSUES VII, VIII, AND IX)

I defer to The Honorable Carmen T Mullins due diligence rendering the following:

1. October 31, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.
2. December 6th, 2017 Order Denying the Request to Reconsider, Motion to Alter or Amend October 31, 2016 Order.

Clarification:

Respondent is also attempting to coerce Appellant to pay tribute for desisting in his activity

The Appellant's claim "pay tribute" is first recorded on any document February 15th, 2018.

Appellant's new accusation - claim was not included on the original complaint including referenced in their request for Preliminary Injunction and Motion to Reconsider – Motion to Amend. I guess the old saying, if the first two attempts to take away my First Amendment Rights fail try another accusation – claim strategy.

The Facts, a day prior the hearing I filed my response to their complaint accusing me of Malice, Defamation including damages. My response, document filed, did not include a request for tribute, demand or request for damages from Appellant related to the Respondent leaving the premise and stop informing the public of the business interaction with Appellant.

An acceptable outcome from the first and only meeting September 13th, 2017 between Respondent and Appellant; an apology, explanation related their unethical behavior including Harassment - Intimidation tactics and the requested documents (signed by John Lyons CFO) related to my new engine installation per Hyundai Corporation Recall. The follow up meeting on September 15th, 2017, neither occurred.

The only apology I have receive to date was regarding their employees stealing my signs and cussing me as they drove their carts behind me including crossing over onto State Property as per State Highway 278. "They are upset they are not selling cars" – THE STATEMENT IS AN EXCUSE NOT AN APOLOGY

I am exercising my rights as a United States Citizen, informing and educating the Public of my business interaction with Hilton Head Hyundai.

Clarification:

Respondent admitted in the hearing that he is not employed. He also admitted during the hearing his issues were with the insurance company, yet he continues to picket the Appellant.

My CEO always stated, do not define yourself...let others and your actions define you! Unfortunately I will attempt to define myself regarding "Not Employed."

My last employment with a company was in June 2008: I was 1 of 12 Executive Officers, total employees was over 1,000, I had trading restrictions because we were public, I was required to join all quarterly Street Calls including signing all quarterly statements and was employed with such company over 10 years. Respectfully and most humbly my base salary was \$189,400.

I have been self – employed since 2008 and in August 2017 when these events in discussion occurred I was consulting for a Orthodontic Software Company integrating their new Apple Reseller Agreement – Operations and Sales.

I am not sure how the statement I was not employed arrived into this document; I assume the same way the Appellant's continued reference my issues were/are with my insurance company and I am asking for tribute and/or demanding money to go away. GOOD GRIEF!

CONCLUSION

Respondent is damaging the Appellants business through defamatory statements because the Appellant would not give in to his demand that Appellant pay him money to go away.

My Signs and Conversation to persons who stop and inquire about my interaction with Hilton Head Hyundai are accurate and true thus not defamatory. As prior reviewed example, Wal-Mart Video confirms Harassment, Unethical, Intimidation, Lies and Liars; 5 of 6 comments on my signs!

The Facts, a day prior the hearing I filed my response to their complaint accusing me of Malice, Defamation including damages. My response, document filed, did not include a request for tribute, demand or request for damages from Appellant related to the Respondent leaving the premise and stop informing the public of the business interaction with Appellant. A counter claim was not included with Respondent's Response to Summons and Complaint.

An acceptable outcome from the first and only meeting September 13th, 2017 between Respondent and Appellant; an apology, explanation related their unethical behavior including Harassment - Intimidation tactics and the requested documents (signed by John Lyons CFO) related to my new engine installation per Hyundai Corporation Recall. The follow up meeting on September 15th, 2017, neither occurred.

The only apology I have receive to date was regarding their employees stealing m signs and cussing me as they drove their carts behind me including crossing over onto State Property as per State Highway 278. "They are upset they are not selling cars" – THE STATEMENT IS AN EXCUSE NOT AN APOLOGY

I am exercising my rights as a United States Citizen, informing and educating the Public of my business interaction between Hilton Head Hyundai.

The Appellant's claim "demanded they pay money for him to go away is first recorded on any document February 15th, 2018. Appellant's new accusation - claim was not included on the original complaint including referenced in their request for Preliminary Injunction and Motion to Reconsider –

Motion to Amend. I guess the old saying, if the first two attempts to take away my First Amendment Rights fail try another accusation – claim strategy.

The trial court abused its discretion by applying a balancing test as a result for a preliminary injunction, which has been rejected by the South Carolina Supreme Court, and by requiring a “clear showing” of irreparable harm rather than a prima facie showing. Finally the lower court misconstrued the law to say that an injunction is never available for defamation when it is clear that numerous courts have found otherwise.

I defer to The Honorable Carmen T. Mullins due diligence rendering the following:

1. October 31, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.
2. December 6th, 2017 Order Denying the Request to Reconsider, Motion to Alter or Amend October 31, 2016 Order.

NUMBER 7
Detailed Explanation – Statement of Case and Statement of Facts
Geico, Related Claim

May 23rd, 2017 Auto Accident: In the evening I drove through a Pot Hole that was recently created by rain; the following day I measured the pot hole to be 18 inches deep and 10 ft. plus long.

The original Hilton Head Hyundai service person was Cory Johnson who terminated his employment with Hilton Head Hyundai sometime after May, 24th, 2017.

Corey provided the following to me on May 24th, 2017:

1. An estimated quote for the damages related to my vehicle per accident on May 23rd, 2017.
2. Notice, 4 recall items not completed based on my VIN Number including a New Engine Replacement based on Pass – Fail - Test they would run to confirm replacement.
3. Upon a Failed Engine Test, Cory called Hertz Rental Car that was located on New River Auto Mall property;
a gentleman arrived and provided me a car billed to Hyundai Corporate (?) as noted the Engine Recall. He informed me that the past few Engine Replacements took an estimated 90 days.
4. In-take process of my car into their care.

Noted: I informed Corey that I would prefer to handle the recalls in Atlanta, Georgia but was informed the danger was at High Risk (Engine Recall) **and he demanded I leave the automobile** at Hilton Head Hyundai for the related recall. **Noted, False-Demand** as I could have had the recall completed in Atlanta!

There were two Supplemental Service Orders post the initial approved estimate from Geico – Hilton Head Hyundai.

1. Front Bumper
2. Mid-Section Under Protection Garment

Noted: there were two additional Supplemental Services Orders that were related to the May 23rd, 2017 accident; approved and paid directly from Geico post my car leaving their care.

Hilton Hyundai re-defines authorized as related to the accident.

Details on each below:

Upon my car in my possession I met with Buck Abele, the Geico Adjuster who was the assigned adjuster and worked with Hilton Head Hyundai during the repairs, in parking lots and showed him damages related to the accident. He approved two Supplemental Service Orders including payments.

1. 09/06/2017 \$1,017.29
2. 09/27/2017 \$1,914.00 (Est.)

Hilton Head Hyundai is the expert on related damages and one would think Basic Business Standards, Guidelines and Principles would have been compelled their service personnel to point out the related damages as such Geico would approve post the vehicle leaving Hilton Head Hyundai as per below **ONE-SEVEN.**

9/6/2017 Supplemental (\$1017.29)

One: Mid-Section Under Protection Garment: (Mechanical Part name may differ from recorded part)

On Tuesday May 23rd, 2017 the Mid-Section Under Protection Garment was barely hanging on the bottom of my car as it was ripped from the bolts holding it under the bottom of my car. I dragged it into Hilton Head Hyundai on Wednesday May 24, 2017.

Noted: I addressed the approved repair multiple times with Mickey, my Hilton Head Hyundai service person, informing him it was severely damaged when I drove through the Pot Hole thus damaging the Full Muffler Assembly Unit.

(Noted: Mickey was not the original service person who handled my service order/recalls/car in-take.)
(Full muffler Assembly Unit = from the front to the rear end of the car located above the Mid-Section Under Protection Garment.)

On 7/28/2017 I delayed my trip back to Hilton Head Hyundai located in Hardeeville South Carolina because the repairs were still not completed. As a result they created a Second Supplemental Service Order and completed the replacement at their body shop where my car was located; the Mid - Section Under Protection Garment was not in stock as a result it took 5-7 days for the replacement. I assumed the replacement was completed.

On 8/25/2017 I arrived at the dealership to retrieve my car and return to Atlanta; one of many issues, the Mid-Section Under Protection Garment was not on my under my Car. I discussed many issues with Mickey and requested through Jessica, Hilton Head Service Manager, to speak with her Boss, General Manager or Owner; I was unethically escalated to the New Car Sales Manager who informed me they only replaced the Radiator Under Protection Garment as the Mid- Section Under Protection Garment was not approved by Geico. He was surprised at first that it was not replaced and left our meeting to inquire why a standard part, Mid- Section Under Protection Garment, was not replaced only to return with the ridiculous response per above. (Geico did not approve) He also reiterated the same lie as Jessica commenting they do not create insurance related estimated damages quotes as insurance companies (Geico) ONLY create the estimated damages quote and direct the associated dealership or shop to exactly repair/replace what the adjuster tells them. I immediately ended the meeting and made an effort to pay my deductible \$1,000 payment.

I had multiple conversation with Mickey, their body shop manager and Buck regarding the approved Mid-Section Under Protection Garment replacement as I was not aware there was a Radiator Under Protection Garment. Business Standard Guidelines and Principles followed, Hilton Head Hyundai Dealership would inform Geico a standard part adjacent to the Radiator Under Protection Garment was missing including it was damaged as a result of the damages that occurred on May 23rd, 2017. Noted, Mickey was not the original Hilton Head Hyundai service person who gave me the original quote related to the accident, informed me of the recalls not completed, handled the in-take of my car and directed me to Hertz Rental Car located on the Peacock Auto Mall property.

On September 6th, 2017 I met with Buck and explained (AGAIN) Hilton Head Hyundai had taken off the damaged Mid-Section Under Protection Garment and not replaced the previously approved garment but replaced the adjacent Radiator Protection Garment as such he immediately approved the replacement to the Supplemental Record.

Makes sense? It was ripped off going through a Pot Hole confirmed by the damaged Full Muffler Assembly Unit it was to protect. Good Grief! If Standard Dealership Business Guidelines and Principles were followed the replacement would have been completed at the Hilton Head Hyundai Dealership.

TWO: Front Lights Alignment:

Upon receiving my car the headlights at night pointed straight down making driving very difficult; Buck commented probably because the front bumper replacement; the lights would have to be removed thus not aligned when put back in as such he immediately approved Front Lights Alignment to the Supplemental Record.

Makes sense? Head light alignment after replacing the front Bumper; regardless the severe impact of the accident driving through a ditch may cause un-alignment. If Standard Dealership Business Guidelines and Principles were followed the adjustment would have been completed at the Hilton Head Hyundai Dealership.

THREE: Black Partition behind replaced Front Bumper: (Mechanical Part name may differ from recorded part)

(There was previous damage to the right front side of the Front Bumper)

Buck and I had a few direct conversations regarding the Front Bumper Replacement, as it was not included on the June 29th, 2017 estimate; after such conversations, Buck and I agree to split the front bumper replacement cost by percent (50/50). Mickey informed me that Geico agreed to pay 100% of replacement. A Hilton Head Hyundai Supplemental Service Order and Geico Supplemental was required to process the replacement including my car being moved to Hilton Head Hyundai Body Shop. Upon my car arrival, the manager of the shop informed me I had to sign five new documents and asked for my email, I inquired why and she replied we do more serious work as such I refused and directed her to call Mickey if signatures were required. The issue was never addressed again.

There is a Black Partition behind the Front Bumper that is visible; on August 25, 2017 the Black Partition had gray paint spots; regardless, the partition should have been replaced with the Front Bumper Replacement as such he immediately added the Black Partition to the Supplemental Record.

Make sense to replace Black Partition as it was damaged and had silver paint that was visible and made the Front End view of the car look horrible. If Standard Dealership Guidelines and Principles were followed the Black Partition would have been replaced.

FOUR: Wheel Cover(s)

The accident required the right front wheel-rim, tire and wheel protection garment to be replaced. The wheel cover on the right front tire was severely damaged along with the associated wheel items stated above. Hilton Head Hyundai put the same severely damaged wheel cover back on the tire; noted it was also filthy and as such as such Buck immediately added 4 new wheel covers to the Supplemental Record.

Makes sense? The right front wheel-rim, tire and wheel protection garment were approved replacement items and one would think to include the severely damaged wheel cover. If Standard Dealership Guidelines and Principles were followed the replacement would have been completed.

FIVE: Cracked front Window

(The right side of the window had a small crack from a rock propelled from a passing truck)

A crack on the left side of the window from top to bottom appeared: I am not clear if it was caused by the accident or at the dealership; regardless, he immediately added a replacement window to the Supplemental Record.

Makes sense to inquire about the window as the accident may have caused it to crack? If Standard Dealership Guidelines and Principles were followed the replacement would have been completed as such Buck immediately approved the Front Window Replacement.

9/27/2017 Supplemental (\$1,914) Est.

SIX: Left Rear CVC Joint: (Mechanical Part name may differ from recorded part)

On May 24th, 2017 Cory Johnson provided a quote that included the right and left rear wheel items to be replaced; I cannot remember exactly what the exact part names but my memory notes CVC Joints. I never physically received the documented quote from Hilton Head Hyundai or Geico but Mickey and I reviewed Geico's June 29, 2017 over the phone and there were no rear right or left axles or joints replacements or repairs. The original quote included the left and right rear CVC joints(?); Cory Johnson, my original Hilton Head Hyundai service person, commented the boys in the back were concerned how I actually drove to their dealership with 4 related wheel displacements and/or damaged axles/CVC Joints.

I had asked Mickey to review again with their mechanics to insure the rear CVC joints were not damaged; I travel a lot and did not want a rear wheel to fall off and cause a serious accident. A few days later he informed me that all were okay. I discussed my concerns with Buck Adele, he informed me on 6/29/2017 when he went to the dealership he did not look at the car and only quoted what Hilton Hyundai told him was damaged as a result of me driving through a Pot Hole on May 23rd, 2017. Noted, Moments earlier I had spoken to Jessica and she informed me they do not get involved in any insurance related damages quotes as insurance companies (Geico) ONLY create the estimated damages quote and direct the associated dealership or shop to exactly repair/replace what the adjuster tells them. There were no repairs or replacements to any of the rear wheel associated standard parts as per their mechanics opinion.

On September 6th, 2017 Buck and I met at a Wendy's Parking lot; we did not have access to car lift as Geico required a visual review and a mechanics opinion before he could approve the rear CVC joints or any associated replacements.

On 9/27/2017 I was still in town and reviewed the CVC joints with Firestone Tire in Bluffton South Carolina; they lifted my car and informed me if there was damages to the axles or joints the associated weld's paint would begin peeling and in most case a bulge on or near the weld would appear. Noted, both were visible on the left rear CVC joints. Located in a parking lot across from Bluffton Tire and Auto Buck and I looked under the car at the joints and because the peeling paint and bulge on the weld was so apparent he did not require a car lift or mechanics opinion as such as such Buck immediately added a Left Rear CVC Joint to the Supplemental Record. The Right Rear CVC Joint did not have a visible bulge on the weld and the paint peel was very small so we agreed a replacement was not warranted.

NOTED: The bulge on the welding was very clear and I had noticed a few days after I met with Buck the first time; as noted buck did not require a lift as a flash light looking under the car was all that was required.

Hilton Head Hyundai did not see the peeling paint or bulge in the weld? If Standard Dealership Guidelines and Principles business were followed the replacement would have been completed.

SEVEN: 4 Wheel Alignment:

As per above, upon replacing the right rear CVC Joints alignment would be required as such Buck immediately added the Wheel Alignment to the supplemental record.

Hilton Hyundai had my car in care and the Standard Dealership Guidelines and Principles to inform Geico of damages that may have been caused by the accident but as such did not. Two parking lot meetings on September 6th, 2017 and September 27th, 2017 both of which included the same Geico adjuster Buck Adele rendered 7 approved repairs, replacements and/or alignments as such the answer to question 6 is NO as the supplemental documentation provided clearly identifies items that were approved by Geico but not performed by Hilton Head Hyundai.

A dispute then arose over additional repairs that were declined by the defendant's motor vehicle insurance carrier that Defendant wanted covered. As expressed in "Number 6 – Please Reference ONE and SIX

1. Mid-Section Under Protection Garment

I was very upset with Mickey and Jessica because the under garment was approved but clearly not on the car. I was dumbfounded to see the other issues described in number 6 as I was their customer and basic business and procedures from a Registered Hyundai Dealership could have easily shown the related damages as evidenced in a Wendy's Parking lot with my Geico Adjuster. My discussions were regarding the Mid-Section Under Protection Garment and they replaced the Radiator Under Protection Garment as per the Supplemental on 7/28/2017 that delayed my return to retrieve my vehicle.

2. CVC Joints

I had many discussions and concerns related to the rear CVC joints as they were on the original quote given by Cory Johnson. Hilton Head Hyundai reviewed twice and said they were not damaged; on 9/27/2017 I showed Buck the related damages on the left rear CVC Joints and he immediately approved.

3. Front Bumper

We did have direct conversation on the Front Bumper as I did have prior damages and we agreed to split by Percent 50/50 as such Geico later approved 100% payment.

Noted:

Who has not had dispute with their insurance company at one time or another; understanding, I had discussion from Atlanta and apparently no involvement with Hilton Head Hyundai aligning to simple accident related damages. The only declined part/replacement was the Front Bumper as it was previously damaged; the CVC Joints were not declined as Hilton Head Hyundai "The Expert" Geico used as a reference did not approved per belief the rear CVC Joints did not required replacement. The Mid-Section Under Protection Garment was not declined as both Buck and I thought it was approved and replaced only to confirm later it was the Radiator Under Protection Garment that was approved on the July 28th, 2017 Supplemental that delayed my return.

As per above: All items defined 1,2,3 as dispute over additional repairs were approved by Geico and payment rendered! Customers and vendors can have disputes/discussions and as noted above agreement - resolution defined as replacement paid for by my Insurance Company Geico.

NUMBER 7
Detailed Explanation – Statement of Case and Statement of Facts
Geico, Related Claim

May 23rd, 2017 Auto Accident: In the evening I drove through a Pot Hole that was recently created by rain; the following day I measured the pot hole to be 18 inches deep and 10 ft. plus long.

The original Hilton Head Hyundai service person was Cory Johnson who terminated his employment with Hilton Head Hyundai sometime after May, 24th, 2017.

Corey provided the following to me on May 24th, 2017:

1. An estimated quote for the damages related to my vehicle per accident on May 23rd, 2017.
2. Notice, 4 recall items not completed based on my VIN Number including a New Engine Replacement based on Pass – Fail - Test they would run to confirm replacement.
3. Upon a Failed Engine Test, Cory called Hertz Rental Car that was located on New River Auto Mall property; a gentleman arrived and provided me a car billed to Hyundai Corporate (?) as noted the Engine Recall. He informed me that the past few Engine Replacements took an estimated 90 days.
4. In-take process of my car into their care.

Noted: I informed Corey that I would prefer to handle the recalls in Atlanta, Georgia but was informed the danger was at High Risk (Engine Recall) **and he demanded I leave the automobile** at Hilton Head Hyundai for the related recall. **Noted, False-Demand** as I could have had the recall completed in Atlanta!

There were two Supplemental Service Orders post the initial approved estimate from Geico – Hilton Head Hyundai.

1. Front Bumper
2. Mid-Section Under Protection Garment

Noted: there were two additional Supplemental Services Orders that were related to the May 23rd, 2017 accident; approved and paid directly from Geico post my car leaving their care.

Hilton Hyundai re-defines authorized as related to the accident.

Details on each below:

Upon my car in my possession I met with Buck Abele, the Geico Adjuster who was the assigned adjuster and

worked with Hilton Head Hyundai during the repairs, in parking lots and showed him damages related to the accident. He approved two Supplemental Service Orders including payments.

1. 09/06/2017 \$1,017.29
2. 09/27/2017 \$1,914.00 (Est.)

Hilton Head Hyundai is the expert on related damages and one would think Basic Business Standards, Guidelines and Principles would have been compelled their service personnel to point out the related damages as such Geico would approve post the vehicle leaving Hilton Head Hyundai as per below **ONE-SEVEN**.

9/6/2017 Supplemental (\$1017.29)

One: Mid-Section Under Protection Garment: (Mechanical Part name may differ from recorded part)

On Tuesday May 23rd, 2017 the Mid-Section Under Protection Garment was barely hanging on the bottom of my car as it was ripped from the bolts holding it under the bottom of my car. I dragged it into Hilton Head Hyundai on Wednesday May 24, 2017.

Noted: I addressed the approved repair multiple times with Mickey, my Hilton Head Hyundai service person, informing him it was severely damaged when I drove through the Pot Hole thus damaging the Full Muffler Assembly Unit.

(Noted: Mickey was not the original service person who handled my service order/recalls/car in-take.)

(Full muffler Assembly Unit = from the front to the rear end of the car located above the Mid-Section Under Protection Garment.

On 7/28/2017 I delayed my trip back to Hilton Head Hyundai located in Hardeeville South Carolina because the repairs were still not completed. As a result they created a Second Supplemental Service Order and completed the replacement at their body shop where my car was located; the Mid - Section Under Protection Garment was not in stock as a result it took 5-7 days for the replacement. I assumed the replacement was completed.

On 8/25/2017 I arrived at the dealership to retrieve my car and return to Atlanta; one of many issues, the Mid-Section Under Protection Garment was not on my under my Car. I discussed many issues with Mickey and requested through Jessica, Hilton Head Service Manager, to speak with her Boss, General Manager or Owner; I was unethically escalated to the New Car Sales Manager who informed me they only replaced the Radiator Under Protection Garment as the Mid- Section Under Protection Garment was not approved by Geico. He was surprised at first that it was not replaced and left our meeting to inquire why a standard part, Mid- Section Under Protection Garment, was not replaced only to return with the ridiculous response per above. (Geico did not approve) He also reiterated the same lie as Jessica commenting they do not create insurance related estimated damages quotes as insurance companies (Geico) ONLY create the estimated damages quote and direct the associated dealership or shop to exactly repair/replace what the adjuster tells them. I immediately ended the meeting and made an effort to pay my deductible \$1,000 payment.

I had multiple conversation with Mickey, their body shop manager and Buck regarding the approved Mid-Section Under Protection Garment replacement as I was not aware there was a Radiator Under Protection Garment. Business Standard Guidelines and Principles followed, Hilton Head Hyundai Dealership would inform Geico a standard part adjacent to the Radiator Under Protection Garment was missing including it was damaged as a result of the damages that occurred on May 23rd 2017. Noted, Mickey was not the original Hilton Head Hyundai service person who gave me the original quote related to the accident, informed me of the recalls not completed, handled the in-take of my car and directed me to Hertz Rental Car located on the Peacock Auto Mall property.

On September 6th, 2017 I met with Buck and explained (AGAIN) Hilton Head Hyundai had taken off the damaged Mid-Section Under Protection Garment and not replaced the previously approved garment but replaced the adjacent Radiator Protection Garment as such he immediately approved the replacement to the Supplemental Record.

Makes sense? It was ripped off going through a Pot Hole confirmed by the damaged Full Muffler Assembly Unit it was to protect. Good Grief! If Standard Dealership Business Guidelines and Principles were followed the replacement would have been completed at the Hilton Head Hyundai Dealership.

TWO: Front Lights Alignment:

Upon receiving my car the headlights at night pointed straight down making driving very difficult; Buck commented probably because the front bumper replacement; the lights would have to be removed thus not aligned when put back in as such he immediately approved Front Lights Alignment to the Supplemental Record.

Makes sense? Head light alignment after replacing the front Bumper; regardless the severe impact of the accident driving through a ditch may cause un-alignment. If Standard Dealership Business Guidelines and Principles were followed the adjustment would have been completed at the Hilton Head Hyundai Dealership.

THREE: Black Partition behind replaced Front Bumper: (Mechanical Part name may differ from recorded part)

(There was previous damage to the right front side of the Front Bumper)

Buck and I had a few direct conversations regarding the Front Bumper Replacement, as it was not included on the June 29th, 2017 estimate; after such conversations, Buck and I agree to split the front bumper replacement cost by percent (50/50). Mickey informed me that Geico agreed to pay 100% of replacement. A Hilton Head Hyundai Supplemental Service Order and Geico Supplemental was required to process the replacement including my car being moved to Hilton Head Hyundai Body Shop. Upon my car arrival, the manager of the shop informed me I had to sign five new documents and asked for my email, I inquired why and she replied we do more serious work as such I refused and directed her to call Mickey if signatures were required. The issue was never addressed again.

There is a Black Partition behind the Front Bumper that is visible; on August 25, 2017 the Black Partition had gray paint spots; regardless, the partition should have been replaced with the Front Bumper Replacement as such he immediately added the Black Partition to the Supplemental Record.

Make sense to replace Black Partition as it was damaged and had silver paint that was visible and made the Front End view of the car look horrible. If Standard Dealership Guidelines and Principles were followed the Black Partition would have been replaced.

FOUR: Wheel Cover(s)

The accident required the right front wheel-rim, tire and wheel protection garment to be replaced. The wheel cover on the right front tire was severely damaged along with the associated wheel items stated above. Hilton Head Hyundai put the same severely damaged wheel cover back on the tire; noted it was also filthy and as such as such Buck immediately added 4 new wheel covers to the Supplemental Record.

Makes sense? The right front wheel-rim, tire and wheel protection garment were approved replacement items and one would think to include the severely damaged wheel cover. If Standard Dealership Guidelines and Principles were followed the replacement would have been completed.

FIVE: Cracked front Window

(The right side of the window had a small crack from a rock propelled from a passing truck)

A crack on the left side of the window from top to bottom appeared: I am not clear if it was caused by the accident or at the dealership; regardless, he immediately added a replacement window to the Supplemental Record.

Makes sense to inquire about the window as the accident may have caused it to crack? If Standard Dealership Guidelines and Principles were followed the replacement would have been completed as such Buck immediately approved the Front Window Replacement.

9/27/2017 Supplemental (\$1,914) Est.

SIX: Left Rear CVC Joint: (Mechanical Part name may differ from recorded part)

On May 24th, 2017 Cory Johnson provided a quote that included the right and left rear wheel items to be replaced; I cannot remember exactly what the exact part names but my memory notes CVC Joints. I never physically received the documented quote from Hilton Head Hyundai or Geico but Mickey and I reviewed Geico's June 29, 2017 over the phone and there were no rear right or left axles or joints replacements or repairs. The original quote included the left and right rear CVC joints(?); Cory Johnson, my original Hilton Head Hyundai service person, commented the boys in the back were concerned how I actually drove to their dealership with 4 related wheel displacements and/or damaged axles/CVC Joints.

I had asked Mickey to review again with their mechanics to insure the rear CVC joints were not damaged; I travel a lot and did not want a rear wheel to fall off and cause a serious accident. A few days later he informed me that all were okay. I discussed my concerns with Buck Adele, he informed me on 6/29/2017 when he went to the dealership he did not look at the car and only quoted what Hilton Hyundai told him was damaged as a result of me driving through a Pot Hole on May 23rd, 2017. Noted, Moments earlier I had spoken to Jessica and she informed me they do not get involved in any insurance related damages quotes as insurance companies (Geico) ONLY create the estimated damages quote and direct the associated dealership or shop to exactly repair/replace what the adjuster tells them. There were no repairs or replacements to any of the rear wheel associated standard parts as per their mechanics opinion.

On September 6th, 2017 Buck and I met at a Wendy's Parking lot; we did not have access to car lift as Geico required a visual review and a mechanics opinion before he could approve the rear CVC joints or any associated replacements.

On 9/27/2017 I was still in town and reviewed the CVC joints with Firestone Tire in Bluffton South Carolina; they lifted my car and informed me if there was damages to the axles or joints the associated weld's paint would begin peeling and in most case a bulge on or near the weld would appear. Noted, both were visible on the left rear CVC joints. Located in a parking lot across from Bluffton Tire and Auto Buck and I looked under the car at the joints and because the peeling paint and bulge on the weld was so apparent he did not require a car lift or mechanics opinion as such as such Buck immediately added a Left Rear CVC Joint to the Supplemental Record. The Right Rear CVC Joint did not have a visible bulge on the weld and the paint peel was very small so we agreed a replacement was not warranted.

NOTED: The bulge on the welding was very clear and I had noticed a few days after I met with Buck the first time; as noted buck did not require a lift as a flash light looking under the car was all that was required.

Hilton Head Hyundai did not see the peeling paint or bulge in the weld? If Standard Dealership Guidelines and Principles business were followed the replacement would have been completed.

SEVEN: 4 Wheel Alignment:

As per above, upon replacing the right rear CVC Joints alignment would be required as such Buck immediately added the Wheel Alignment to the supplemental record.

Hilton Hyundai had my car in care and the Standard Dealership Guidelines and Principles to inform Geico of damages that may have been caused by the accident but as such did not. Two parking lot meetings on September 6th, 2017 and September 27th, 2017 both of which included the same Geico adjuster Buck Adele rendered 7 approved repairs, replacements and/or alignments as such the answer to question 6 is NO as the supplemental documentation provided clearly identifies items that were approved by Geico but not performed by Hilton Head Hyundai.

A dispute then arose over additional repairs that were declined by the defendant's motor vehicle insurance carrier that Defendant wanted covered. As expressed in "Number 6 – Please Reference ONE and SIX

1. Mid-Section Under Protection Garment

I was very upset with Mickey and Jessica because the under garment was approved but clearly not on the car. I was dumbfounded to see the other issues described in number 6 as I was their customer and basic business and procedures from a Registered Hyundai Dealership could have easily shown the related damages as evidenced in a Wendy's Parking lot with my Geico Adjuster. My discussions were regarding the Mid-Section Under Protection Garment and they replaced the Radiator Under Protection Garment as per the Supplemental on 7/28/2017 that delayed my return to retrieve my vehicle.

2. CVC Joints

I had many discussions and concerns related to the rear CVC joints as they were on the original quote given by Cory Johnson. Hilton Head Hyundai reviewed twice and said they were not damaged; on 9/27/2017 I showed Buck the related damages on the left rear CVC Joints and he immediately approved.

3. Front Bumper

We did have direct conversation on the Front Bumper as I did have prior damages and we agreed to split by Percent 50/50 as such Geico later approved 100% payment.

Noted:

Who has not had dispute with their insurance company at one time or another; understanding, I had discussion from Atlanta and apparently no involvement with Hilton Head Hyundai aligning to simple accident related damages. The only declined part/replacement was the Front Bumper as it was previously damaged; the CVC Joints were not declined as Hilton Head Hyundai "The Expert" Geico used as a reference did not approved per belief the rear CVC Joints did not required replacement. The Mid-Section Under Protection Garment was not declined as both Buck and I thought it was approved and replaced only to confirm later it was the Radiator Under Protection Garment that was approved on the July 28th, 2017 Supplemental that delayed my return.

As per above: All items defined 1,2,3 as dispute over additional repairs were approved by Geico and payment rendered! Customers and vendors can have disputes/discussions and as noted above agreement - resolution defined as replacement paid for by my Insurance Company Geico.

NUMBER 8
Detailed Explanation: Statement of Case and Statement of Facts
Geico, Deductible Payment

NOTED: The Original Summons and Complaint read my check was declines

Plaintiff first came upset when his check was declined by a third-party check processing company. August 25th, 2017 there were multiple attempts to run my check through their third-party check system processing company all of which did not confirm or deny a valid check; Mickey, Jessica and others including the General Manager attempted to run the check but all responded telling me their machine could not read the numbers on the bottom of the check. I witnessed their attempts including the General Manager putting a blank sheet of paper behind the check as he inserted it so the machine could read it. All attempts to read the numbers at the bottom of my check were unsuccessful including the General Managers.

THERE WAS NEVER ANY CONVERSATIONS REGARDING MY CHECK BEING APPROVED OR DENIED.

I contacted my Bank, First Citizens Bank and provided a letter that I am and was in Good Standing; I requested documentation confirming their statements to me that my account ending in 2709 has never been reported to any third-party check processing companies. I have received a verbal confirmation as such and waiting for the letter as it was mailed from their corporate office; upon receipt I will file in the court records.

NOTED:

1. Through my research calling the number 800 Number associated with their machine they could have called to verify the validity of the check.
letter from a third-party Check System Company that it was declined.
2. There are 6 other Peacock Auto Mall Dealerships they could had walked to in an effort of good faith and
confirm the validity of my check defined as approved or denied.

Suspect of their actions, I went to Publix and Wal-Mart the following morning and their check processing systems verified the SAME check for \$1,000. I have requested documentation from their corporate office confirming the account ending in 2709 was approved on August 26th, 2017 and not reported to their associated third-party check cashing system.

Noted: Their system might be different but each of their machines (cash register and/or third-party check processing machines) read the numbers on the bottom of the SAME check. Also, the value of the check was included but could not be cashed for \$1,000.

NUMBER 9

Detailed Explanation: Statement of Case and Statement of Facts Hertz Rental Car Rental Return

Finally, when the authorized repairs were completed and Plaintiff went to deliver the Defendant's vehicle and retrieve the rental car, Defendant became highly agitated and called the police.

The following morning Saturday August 26th, 2017 I returned to the dealership and used a credit card for payment; after making the required \$1,000 Deductible Payment Jessica refused to release my car. I was told that I was to return the Hertz Rental Car to them prior them returning my car; I refused and called the police to retrieve my car because my balance and payment for all Hilton Hyundai Service Agreement related charged had been cured = 100%. Yes, I was agitated! I drove from Atlanta to make the \$1,000 deductible payment and return home. Not including the two roaches and spider webs in my car, simple repairs not complete and no proof of a new engine replace except comments by Mickey it looks new I did make the payment to Hilton Head Hyundai and they refused to return my car. Upon my \$1,000 Deductible Payment, which cured the Hilton Head Service Agreement they included the return of a Hertz Rental Car that was contractually in my name prior returning my car.

Noted, Hyundai corporate did pay for the time period during the Full Engine Replacement, they had been paid and at current time my Geico policy was on record for payment totaling up to 50 Days.

I was astonished as the Hilton Head Hyundai and Hertz Car Rental agreements exclusive to on another thus I felt as if Hilton Head Hyundai was holding me Hostage including converting my vehicle as I was not from Hardeeville South Carolina. I called the 911 to report their action and requested the police to retrieve it as my balance was cured with Hilton Head Hyundai.

I asked Mickey to use their phone, as I reached for it she grabbed my hand so after she walked away I used it because I wanted it recorded the 911 Call from their landline vs. my cell.

I provided a copy of the August 26th, 2017 911 call from the Hilton Head Hyundai.

On August 31st, 2017 a representative from the Peacock Auto Mall (New River) approached me in an attempt to defuse the issue. During the conversation regarding my feelings Hilton Head Hyundai was holding me hostage not returning my car after payment; thus, included returning the rental car post my \$1,000 payment. He said they own the Hertz Rental Car located on Peacock Auto Mall premise; he immediately changed his message to "related" to Hertz Rental Car after I noted that HERTZ does not franchise! Clearly an attempt to defuse/mis-direct their behavior on August 26th, 2017 not including insulting my intelligence!

I CALLED THE POLICE, THEY COULD ASSIST ME RETREIVING MY CAR; MY BALANCE EQUALED ZERO AFTER I MADE MY \$1,000 DEDUCTABLE PAYMENT!

ANSWER TO SUMMONS TIMELINE DATA

Hertz Rental:

Prior arriving I informed Hertz Rental Car that I was picking up my Sonata and would be returning my rental car that afternoon. I followed up with them after the events per above; they commented that they would be reporting my car stolen because I did not return it that afternoon. I explained to him the car would be returned the following day as I needed get my thoughts around all of the issues that just

occurred. He kept demanding my Credit Card as I mentioned that it was not necessary because my Geico Policy had a 50-day Rental Car Allowance (per \$30 a day) and I was not near this time frame; and I had already sent a copy of the Geico declaration page confirming the rental coverage. My attempts to call my Geico Representative so he could assist and update Hertz Rental Car were unsuccessful; he was on FMLA and not available. The balance was estimated to be \$341.00. I was astonished why he would report my rental car stolen because my Sonata was at the dealership and they are located in the Peacock Auto Mall where Hilton Head Hyundai is located.

Hilton Head Hyundai:

Denied the return of my vehicle after making my \$1,000 Payment:

I returned from the airport and made a credit card payment; upon such payment Jessica then stated inclusive of my \$1,000 payment that cured my Hilton Head Service Order Agreement I was required to return the Hertz Rental car prior receiving my car. I explained the Hertz Rental Car located on their premise was closed and my intentions to return the car to the Hilton Head/Savannah International Airport; insuring it was properly returned and I received the associated documentation. (Noted: The Hertz Rental on their premise was closed I was not going to just leave my car with Hilton Head Hyundai who had prior demonstrated zero integrity and ethical standards). Also, I wanted to confirm the car not reported stolen and explain my policy covered the small balance and would be handled by Geico. Jessica refused, I explained they were two exclusive contracts with my name on each as such they had no right to include the return of my rental car after curing my Hilton Head Hyundai Service Order balance. The Hilton Head Service Invoice does not state or include any contractual alignment to any Hertz Rental Agreement. Hyundai Corporate did provide payment for the time period associated with the engine recall as such it was complete and the current time period was under my Geico Policy. The Hertz Rental Car Agreement was contractually aligned to Greg Hackney, me. I informed her I was going to call the police as such I reached for their land line phone only to be stopped as she grabbed my hand; I began using my cell phone to make the call but when she walked away I used their land line as I wanted the 911 call to be from their location. I connected to the Police and requested an officer. I was asked to wait outside and leave the building as such I waited outside

Deputy Sheriff Hunnicutt Deception:

Employee of Peacock Auto Mall working as their Security Officer on Saturday August 26th, 2017.

A few moments after the 911 call a person driving a Ford Black Explorer drove up and was dressed in a Sheriff's uniform with the associated badges. I explained in detail the issues and concerns; I also showed him the two contracts (Hilton Head Hyundai Service Agreement/Hertz Rental Car Agreement and the \$1,000 Deductible payment receipt that cured my outstanding Hilton Head Hyundai Balance to the associated contract; I requested him to get my car. I was informed another Deputy Sheriff was coming and upon his arrival I repeated the same.

(Also, documentation regarding the New Engine Recall)

I was not informed Deputy Sheriff Hunnicutt was at current their security; as such, I would not have wasted my time explaining to him my concerns or request to retrieve my car. I learned of his dual role at a later date and was disappointed at his misguided use of authority

Deputy Sheriff Dobson:

As stated to Deputy Hunnicutt I repeated the same then he entered the Hyundai Dealership to review their comments. Upon returning he said there was a \$341 balance so Hertz Rental Car requested that he get the rental car to insure it was returned. I asked him if the car was reported stolen and he replied "no" as such I explained if the car was not reported stolen he had no jurisdiction and thus I was going to

return the car at the Hilton Head/Savannah International Airport. He informed me the Hertz Rental Car was to be returned defined by putting the keys in their associated drop box prior me receiving my car. I was dumbfounded at his request as I explained that regardless if there was a balance Geico was going to handle and this was a civil matter and he was out of his authority per his request. Regardless, he was stern/no other option to retrieve my Sonata as such I agreed if he would put in writing I refused his request and the car was not reported stolen. He agreed and upon returning the keys into the Hertz Rental Car drop box he did write a note but did not include my request to include I refused his request and the car was not stolen; he commented it was recorded on his body cam so not required to put in writing. I was furious and let him know he lied to me; he got in his car a drove away. I did receive my car. Documented "Deputy Dobson's Note" included.

Documentation THIRD PARTIES

5. On Tuesday May 23rd, 2017 I drove through a Pot Hole as clear damages to my vehicle I drove to Hilton Head Hyundai the following day Wednesday May 24th, 2017.

6. Plaintiff completed all the authorized repairs related to the accident as well as performing the engine repair that was under a recall by the manufacture

May 23rd, 2017 Auto Accident: In the evening I drove through a Pot Hole that was recently created by rain; the following day I measured the pot hole to be 18 inches deep and 10 ft. plus long.

The original Hilton Head Hyundai service person was Cory Johnson who terminated his employment with Hilton Head Hyundai sometime after May, 24th, 2017.

Corey provided the following to me on May 24th, 2017:

1. An estimated quote for the damages related to my vehicle per accident on May 23rd, 2017.
2. Notice, 4 recall items not completed based on my VIN Number including a New Engine Replacement based on Pass – Fail - Test they would run to confirm replacement.
3. Upon a Failed Engine Test, Cory called Hertz Rental Car that was located on New River Auto Mall property; a gentleman arrived and provided me a car billed to Hyundai Corporate (?) as noted the Engine Recall. He informed me that the past few Engine Replacements took an estimated 90 days.
4. In-take process of my car into their care.

Noted: I informed Corey that I would prefer to handle the recalls in Atlanta, Georgia but was informed the danger was at High Risk (Engine Recall) **and he demanded I leave the automobile** at Hilton Head Hyundai for the related recall. **Noted, False-Demand** as I could have had the recall completed in Atlanta!

There were two Supplemental Service Orders post the initial approved estimate from Geico – Hilton Head Hyundai.

1. Front Bumper
2. Mid-Section Under Protection Garment

Noted: there were two additional Supplemental Services Orders that were related to the May 23rd, 2017 accident; approved and paid directly from Geico post my car leaving their care.

Hilton Hyundai re-defines authorized as related to the accident.

Details on each below:

Upon my car in my possession I met with Buck Abele, the Geico Adjuster who was the assigned adjuster and worked with Hilton Head Hyundai during the repairs, in parking lots and showed him damages related to the accident. He approved two Supplemental Service Orders including payments.

1. 09/06/2017 \$1,017.29
2. 09/27/2017 \$1,914.00 (Est.)

Hilton Head Hyundai is the expert on related damages and one would think Basic Business Standards, Guidelines and Principles would have been compelled their service personnel to point out the related damages as such Geico would approve post the vehicle leaving Hilton Head Hyundai as per below **ONE-SEVEN.**

9/6/2017 Supplemental (\$1017.29)

One: Mid-Section Under Protection Garment: (Mechanical Part name may differ from recorded part)

On Tuesday May 23rd, 2017 the Mid-Section Under Protection Garment was barely hanging on the bottom of my car as it was ripped from the bolts holding it under the bottom of my car. I dragged it into Hilton Head Hyundai on Wednesday May 24, 2017.

Noted: I addressed the approved repair multiple times with Mickey, my Hilton Head Hyundai service person, informing him it was severely damaged when I drove through the Pot Hole thus damaging the Full Muffler Assembly Unit.

(Noted: Mickey was not the original service person who handled my service order/recalls/car in-take.)

(Full muffler Assembly Unit = from the front to the rear end of the car located above the Mid-Section Under Protection Garment.

On 7/28/2017 I delayed my trip back to Hilton Head Hyundai located in Hardeeville South Carolina because the repairs were still not completed. As a result they created a Second Supplemental Service Order and completed the replacement at their body shop where my car was located; the Mid - Section Under Protection Garment was not in stock as a result it took 5-7 days for the replacement. I assumed the replacement was completed.

On 8/25/2017 I arrived at the dealership to retrieve my car and return to Atlanta; one of many issues, the Mid-Section Under Protection Garment was not on my under my Car. I discussed many issues with Mickey and requested through Jessica, Hilton Head Service Manager, to speak with her Boss, General Manager or Owner; I was unethically escalated to the New Car Sales Manager who informed me they only replaced the Radiator Under Protection Garment as the Mid- Section Under Protection Garment was not approved by Geico. He was surprised at first that it was not replaced and left our meeting to inquire why a standard part, Mid- Section Under Protection Garment, was not replaced only to return with the ridiculous response per above. (Geico did not approve) He also reiterated the same lie as Jessica commenting they do not create insurance related estimated damages quotes as insurance companies (Geico) ONLY create the estimated damages quote and direct the associated dealership or shop to exactly repair/replace what the adjuster tells them. I immediately ended the meeting and made an effort to pay my deductible \$1,000 payment.

I had multiple conversation with Mickey, their body shop manager and Buck regarding the approved Mid-Section Under Protection Garment replacement as I was not aware there was a Radiator Under Protection Garment. Business Standard Guidelines and Principles followed, Hilton Head Hyundai Dealership would inform Geico a standard part adjacent to the Radiator Under Protection Garment was missing including it was damaged as a result of the damages that occurred on May 23rd, 2017. Noted, Mickey was not the original Hilton Head Hyundai service person who gave me the original quote related to the accident, informed me of the recalls not completed, handled the in-take of my car and directed me to Hertz Rental Car located on the Peacock Auto Mall property.

On September 6th, 2017 I met with Buck and explained (AGAIN) Hilton Head Hyundai had taken off the damaged Mid-Section Under Protection Garment and not replaced the previously approved garment but replaced the adjacent Radiator Protection Garment as such he immediately approved the replacement to the Supplemental Record.

Makes sense? It was ripped off going through a Pot Hole confirmed by the damaged Full Muffler Assembly Unit it was to protect. Good Grief! If Standard Dealership Business Guidelines and Principles were followed the replacement would have been completed at the Hilton Head Hyundai Dealership.

TWO: Front Lights Alignment:

Upon receiving my car the headlights at night pointed straight down making driving very difficult; Buck commented probably because the front bumper replacement; the lights would have to be removed thus not aligned when put back in as such he immediately approved **Front Lights Alignment** to the Supplemental Record. *Makes sense? Head light alignment after replacing the front Bumper; regardless the severe impact of the accident driving through a ditch may cause un-alignment. If Standard Dealership Business Guidelines and Principles were followed the adjustment would have been completed at the Hilton Head Hyundai Dealership.*

THREE: Black Partition behind replaced Front Bumper: (Mechanical Part name may differ from recorded part)
(There was previous damage to the right front side of the Front Bumper)

Buck and I had a few direct conversations regarding the Front Bumper Replacement, as it was not included on the June 29th, 2017 estimate; after such conversations, Buck and I agree to split the front bumper replacement cost by percent (50/50). Mickey informed me that Geico agreed to pay 100% of replacement. A Hilton Head Hyundai Supplemental Service Order and Geico Supplemental was required to process the replacement including my car being moved to Hilton Head Hyundai Body Shop. Upon my car arrival, the manager of the shop informed me I had to sign five new documents and asked for my email, I inquired why and she replied we do more serious work as such I refused and directed her to call Mickey if signatures were required. The issue was never addressed again.

There is a **Black Partition** behind the Front Bumper that is visible; on August 25, 2017 the Black Partition had gray paint spots; regardless, the partition should have been replaced with the Front Bumper Replacement as such he immediately added the **Black Partition** to the Supplemental Record.

Make sense to replace Black Partition as it was damaged and had silver paint that was visible and made the Front End view of the car look horrible. If Standard Dealership Guidelines and Principles were followed the Black Partition would have been replaced.

FOUR: Wheel Cover(s)

The accident required the right front wheel-rim, tire and wheel protection garment to be replaced. The wheel cover on the right front tire was severely damaged along with the associated wheel items stated above. Hilton Head Hyundai put the same severely damaged wheel cover back on the tire; noted it was also filthy and as such as such Buck immediately added **4 new wheel covers** to the Supplemental Record.

Makes sense? The right front wheel-rim, tire and wheel protection garment were approved replacement items and one would think to include the severely damaged wheel cover. If Standard Dealership Guidelines and Principles were followed the replacement would have been completed.

FIVE: Cracked front Window

(The right side of the window had a small crack from a rock propelled from a passing truck)

A crack on the left side of the window from top to bottom appeared: I am not clear if it was caused by the accident or at the dealership; regardless, he immediately added a replacement window to the Supplemental Record.

Makes sense to inquire about the window as the accident may have caused it to crack? If Standard Dealership Guidelines and Principles were followed the replacement would have been completed as such Buck immediately approved the Front Window Replacement.

9/27/2017 Supplemental (\$1,914) Est.

SIX: Left Rear CVC Joint: (Mechanical Part name may differ from recorded part)

On May 24th, 2017 Cory Johnson provided a quote that included the right and left rear wheel items to be replaced; I cannot remember exactly what the exact part names but my memory notes CVC Joints. I never physically received the documented quote from Hilton Head Hyundai or Geico but Mickey and I reviewed Geico's June 29, 2017 over the phone and there were no rear right or left axles or joints replacements or repairs. The original

quote included the left and right rear CVC joints(?); Cory Johnson, my original Hilton Head Hyundai service person, commented the boys in the back were concerned how I actually drove to their dealership with 4 related wheel displacements and/or damaged axles/CVC Joints.

I had asked Mickey to review again with their mechanics to insure the rear CVC joints were not damaged; I travel a lot and did not want a rear wheel to fall off and cause a serious accident. A few days later he informed me that all were okay. I discussed my concerns with Buck Adele, he informed me on 6/29/2017 when he went to the dealership he did not look at the car and only quoted what Hilton Hyundai told him was damaged as a result of me driving through a Pot Hole on May 23rd, 2017. Noted, Moments earlier I had spoken to Jessica and she informed me they do not get involved in any insurance related damages quotes as insurance companies (Geico) ONLY create the estimated damages quote and direct the associated dealership or shop to exactly repair/replace what the adjuster tells them. There were no repairs or replacements to any of the rear wheel associated standard parts as per their mechanics opinion.

On September 6th, 2017 Buck and I met at a Wendy's Parking lot; we did not have access to car lift as Geico required a visual review and a mechanics opinion before he could approve the rear CVC joints or any associated replacements.

On 9/27/2017 I was still in town and reviewed the CVC joints with Firestone Tire in Bluffton South Carolina; they lifted my car and informed me if there was damages to the axles or joints the associated weld's paint would begin peeling and in most case a bulge on or near the weld would appear. Noted, both were visible on the left rear CVC joints. Located in a parking lot across from Bluffton Tire and Auto Buck and I looked under the car at the joints and because the peeling paint and bulge on the weld was so apparent he did not require a car lift or mechanics opinion as such as such Buck immediately added a Left Rear CVC Joint to the Supplemental Record. The Right Rear CVC Joint did not have a visible bulge on the weld and the paint peel was very small so we agreed a replacement was not warranted.

NOTED: The bulge on the welding was very clear and I had noticed a few days after I met with Buck the first time; as noted buck did not require a lift as a flash light looking under the car was all that was required.

Hilton Head Hyundai did not see the peeling paint or bulge in the weld? If Standard Dealership Guidelines and Principles business were followed the replacement would have been completed.

SEVEN: 4 Wheel Alignment:

As per above, upon replacing the right rear CVC Joints alignment would be required as such Buck immediately added the Wheel Alignment to the supplemental record.

Hilton Hyundai had my car in care and the Standard Dealership Guidelines and Principles to inform Geico of damages that may have been caused by the accident but as such did not. Two parking lot meetings on September 6th, 2017 and September 27th, 2017 both of which included the same Geico adjuster Buck Adele rendered 7 approved repairs, replacements and/or alignments as such the answer to question 6 is NO as the supplemental documentation provided clearly identifies items that were approved by Geico but not performed by Hilton Head Hyundai.

6. (continued)

Engine Repair that was under recall by the Manufacturer.

I was told the recall was a FULL ENGINE REPLACEMENT! On August 25th, 2017 I asked Mickey about the Collateral/Document I received from Hyundai Corporate regarding the engine replacement and he said it was an addition to the recall as the documented print described a Power Train Assembly Unit. Noted, the collateral and letter were sent to my parents new residence; I did not know the address and Hyundai Corporate did not having

that address on record prior/post or current. (Referenced VIN Number) In a meeting with John Lyons on September 13th, 2017 I reviewed the collateral and address. He confirmed with Hyundai Corporate the address had never been a record associated with my car including the name of record on the VIN was another person and the collateral was related to the Full New Engine Replacement Recall. John Lyons comments were a contradiction from Mickey's explanation of the collateral as his was an extension to a Power Train Assembly Unit.

On August 25th, 2017 I asked Mickey if could get documentation that the engine was replaced and he said there was none, then commented to me "it looks new" as such I ended the conversation and asked to speak to Jessica's Boss, General Manager or Owner and as noted in number **THREE** I was unethically sent to the New Car Sales Manager who had nothing to do with Hilton Head Hyundai Service.

6. Related to Engine Repairs

NO, as the question should read Full Engine Replacement recall not Engine Repairs.

NOTED:

1. At present date I do not have any documentation regarding the Full Engine Replacement including Associated Warranty engine ID number etc.
2. **Corey Johnson informed me I had to leave my car at their dealership as the current engine was dangerous and could cause me harm if I drove back to Atlanta. A False Statement and Inaccurate Demand; I could have driven my car home after they repaired the accident related damages.** I was told by John Lyons Jessica informed me I could return to Atlanta Georgia if I signed a Notification Waiver as noted I was never presented any such Waiver. I first spoke to Jessica from Atlanta regarding my Hertz Rental Car as such a False Statement from John Lyons.
3. False Statement and Inaccurate Demand that resulted in Hilton Head Hyundai profiting from the Full Engine Recall.

7. Plaintiff first came upset when his check was declined by a third-party check processing company.

August 25th, 2017 there were multiple attempts to run my check through their third-party check system processing company all of which did not confirm or deny a valid check; Mickey, Jessica and others including the General Manager attempted to run the check but all responded telling me their machine could not read the numbers on the bottom of the check. I witnessed their attempts including the General Manager putting a blank sheet of paper behind the check as he inserted it so the machine could read it. All attempts to read the numbers at the bottom of my check were unsuccessful including the General Managers.

THERE WAS NEVER ANY CONVERSATIONS REGARDING MY CHECK BEING APPROVED OR DENIED.

I contacted my Bank, First Citizens Bank and provided a letter that I am and was in Good Standing; I requested documentation confirming their statements to me that my account ending in 2709 has never been reported to any third-party check processing companies. I have received a verbal confirmation as such and waiting for the letter as it was mailed from their corporate office; upon receipt I will file in the court records.

NOTED:

1. Through my research calling the number 800 Number associated with their machine they could have called to verify the validity of the check.
2. It is my understanding if a check was declined the account holder would receive a letter in the mail how to resolve the issue and who to call etc.; (similar to a new credit denial (?)) I have not received any letter from a third-party Check System Company that it was declined.

3. There are 6 other Peacock Auto Mall Dealerships they could have walked to in an effort of good faith and confirm the validity of my check defined as approved or denied.

Suspect of their actions, I went to Publix and Wal-Mart the following morning and their check processing systems verified the SAME check for \$1,000 as valid and approved for purchase. I have requested documentation from their corporate office confirming the account ending in 2709 was approved on August 26th, 2017 and not reported to their associated third-party check cashing system.

Noted: Their system might be different but each of their machines (cash register and/or third-party check processing machines) read the numbers on the bottom of the SAME check. Also, the value of the check was included but could not be cashed for \$1,000.

8. A dispute then arose over additional repairs that were declined by the defendant's motor vehicle insurance carrier that Defendant wanted covered. As expressed in "Number 6 – Please Reference ONE and SIX

1. Mid-Section Under Protection Garment

I was very upset with Mickey and Jessica because the under garment was approved but clearly not on the car. I was dumbfounded to see the other issues described in number 6 as I was their customer and basic business and procedures from a Registered Hyundai Dealership could have easily shown the related damages as evidenced in a Wendy's Parking lot with my Geico Adjuster. My discussions were regarding the Mid-Section Under Protection Garment and they replaced the Radiator Under Protection Garment as per the Supplemental on 7/28/2017 that delayed my return to retrieve my vehicle.

2. CVC Joints

I had many discussions and concerns related to the rear CVC joints as they were on the original quote given by Cory Johnson. Hilton Head Hyundai reviewed twice and said they were not damaged; on 9/27/2017 I showed Buck the related damages on the left rear CVC Joints and he immediately approved.

3. Front Bumper

We did have direct conversation on the Front Bumper as I did have prior damages and we agreed to split by Percent 50/50 as such Geico later approved 100% payment.

Noted:

Who has not had dispute with their insurance company at one time or another; understanding, I had discussion from Atlanta and apparently no involvement with Hilton Head Hyundai aligning to simple accident related damages. The only declined part/replacement was the Front Bumper as it was previously damaged; the CVC Joints were not declined as Hilton Head Hyundai "The Expert" Geico used as a reference did not approved per belief the rear CVC Joints did not required replacement. The Mid-Section Under Protection Garment was not declined as both Buck and I thought it was approved and replaced only to confirm later it was the Radiator Under Protection Garment that was approved on the July 28th, 2017 Supplemental that delayed my return.

As per above: All items defined 1,2,3 as dispute over additional repairs were approved by Geico and payment rendered! Customers and vendors can have disputes/discussions and as noted above agreement - resolution defined as replacement paid for by my Insurance Company Geico.

9. Finally, when the authorized repairs were completed and Plaintiff went to deliver the Defendant's vehicle and retrieve the rental car, Defendant became highly agitated and called the police.

The following morning Saturday August 26th, 2017 I returned to the dealership and used a credit card for payment; after making the required \$1,000 **Deductible Payment** Jessica refused to release my car. I was told that I was to

return the Hertz Rental Car to them prior then returning my car; I refused and called the police to retrieve my car because my balance and payment for all Hilton Hyundai Service Agreement related charged had been cured = 100%. Yes, I was agitated! I drove from Atlanta to make the \$1,000 deductible payment and return home. Not including the two roaches and spider webs in my car, simple repairs not complete and no proof of a new engine replace except comments by Mickey it looks new I did make the payment to Hilton Head Hyundai and they refused to return my car. Upon my \$1,000 Deductible Payment, which cured the Hilton Head Service Agreement they included the return of a Hertz Rental Car that was contractually in my name prior returning my car. Noted, Hyundai corporate did pay for the time period during the Full Engine Replacement, they had been paid and at current time my Geico policy was on record for payment totaling up to 50 Days.

I was astonished as the Hilton Head Hyundai and Hertz Car Rental agreements exclusive to on another thus I felt as if Hilton Head Hyundai was holding me Hostage including converting my vehicle as I was not from Hardeeville South Carolina. I called the 911 to report their action and requested the police to retrieve it as my balance was cured with Hilton Head Hyundai.

I asked Mickey to use their phone, as I reached for it she grabbed my hand so after she walked away I used it because I wanted it recorded the 911 Call from their landline vs. my cell.

I provided a copy of the August 26th, 2017 911 call from the Hilton Head Hyundai.

On August 31st, 2017 a representative from the Peacock Auto Mall (New River) approached me in an attempt to defuse the issue. During the conversation regarding my feelings Hilton Head Hyundai was holding me hostage not returning my car after payment; thus, included returning the rental car post my \$1,000 payment. He said they own the Hertz Rental Car located on Peacock Auto Mall premise; he immediately changed his message to "related" to Hertz Rental Car after I noted that HERTZ does not franchise! Clearly an attempt to defuse/mis-direct their behavior on August 26th, 2017 not including insulting my intelligence!

I CALLED THE POLICE, THEY COULD ASSIST ME RETREIVING MY CAR; MY BALANCE EQUALED ZERO AFTER I MADE MY \$1,000 DEDUCTABLE PAYMENT!

10. Plaintiff was required to have a Trespass Notice issued on September 4th, 2017 at which time the defendant moved to the right of way in the highway adjacent to the Plaintiff's business.

Monday "Labor Day"- September 4th, 2017

Trespassing Notice:

Two Deputy Sheriff's, and Deputy Sheriff Hunnicutt informed me that Sheriff Mulphrus said I was done for the day and I was to leave the median in front of Peacock Auto Mall. They did explain what I did wrong as they repeated "the Sheriff has had enough and I needed to leave" so apparently this was the reason. I decided to leave after I told them the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise; no reply.

I informed them I was going to return in a few hours as it was becoming a scene with 2 Sheriff cars, Peacock Auto Mall Security Vehicle and the employees of the dealerships across the street clapping and making noise I was being forced to leave. Upon grabbing my brief case I started walking towards Wal-Mart where my car was located but I had to turn back because I had hidden my keys in the weeds across from Hilton Head Hyundai. (My Keys were stolen the previous days – In front of Peacock Auto Mall – See Police Report)

Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is also employed by Peacock Auto Mall and was currently on their clock and parked behind the Peacock Auto Mall sign.

As I looked for my keys I turned around and saw an employer similar to Peacock Auto Mall salesman steal my sign and run into the Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sherriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone "I do not know what dealership they entered as such hard for me to find out who took the sign..." I ended the conversation and went to the median to flag down a Hardeeville Police Officer and least record the incident since Deputy Sheriff Hunnicutt was of no use since he was an Ole Peacock Employee this day! Noted, he was the same Deputy Sheriff who did not identify himself as their Security Person on August 26th, 2017. Two Hardeeville Police Officers did stop and I explained the stolen sign incident. Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus started filling out an incident report, well so I thought; upon getting my address change from my license he finished writing and handed me a NO TRESSPASSING NOTICE/TICKET!

I CHASED A CRIMINAL TO THE PEACOCK AUTOMALL DITCH AS SUCH NOT ON THEIR PROPERTY BUT DID CROSS TOWARDS THE HILTON HEAD HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND I WAS TICKETED FOR TRESPASSING. MISGUIDED AND FLAWED THINKING AND DISSAPOINTING MIS-USE OF AUTHORITY!

NOT TO MENTION A VIOLATION OF MY FIRST AMENDMENT RIGHTS! I WAS PROTESTING THEIR BUSINESS AND AN EMPLOYEE STOLE MY SIGN, NOTED THE SECOND SIGN STOLEN AS THE FIRST WAS FROM INSIDE MY VEHICLE!

I WOULD ARGUE IT IS THE JASPER COUNTY SHERIFF'S OFFICE RESPONSIBILITY TO PROTECT ME AND MY FIRST AMENDMENT RIGHTS! AN ABSOLUTE SHAME! THE PROTECTION WAS A NO TRESPASSING NOTICE!

GOOD GRIEF! WHAT A CRIME!

I refused to sign the document and let him know that regardless of Sheriff Malphrus unwarranted demands I was going to go make my third sign and return within the hour as such I did and was not arrested upon my return.

I ASSUME NO AUTHORITIVE RIGHTS!

Copy of No Trespassing Notice: Errors

1. Date of Notice, 09/05/2017
2. Enforced No Trespassing Requirements Start Date, 09/04/2017

Sheriff Malphrus Unprofessional Visit:

After 6:00 PM (Est.) Sheriff Malphrus drove up and got out of his car in plain clothes; noted, in his car was female dressed in plain clothes. The conversation was unprofessional as included the following topics and comments:

1. I was from Atlanta and needed to go home.
2. Did I have a job, surely I needed to go home and work.
3. I was standing at the entrance of Peacock Auto Mall as such he said it was illegal.
4. He told me it was best to handle this kind of situation was with an Attorney.
5. Highway 278 was in his Jurisdiction and control and I was a being a Nuisance. (State Troopers Highway)

I mentioned my two visits to his office including leaving my name and number so we could schedule a meeting since it appeared he was getting many calls regarding my activity in front of the Hilton Head Hyundai and Peacock Auto Mall. We agreed it would be best for me to stay directly in front of the Hilton Head Dealership to avoid unwarranted calls he was receiving. I also mentioned I would stop by his office so we could meet; I planned on

doing the same activity as the previous days for the next two months. (noted at other entry points of their customers)

Tuesday - September 5th, 2017

State Trooper Kelley:

On my way to meet/set an appointment with Sheriff Malphrus I noticed a State Trooper off Highway 278 and asked him if he could meet with me in front of Hilton Head Hyundai to discuss and insure I was obeying the laws. He agreed and we discussed "Authority – Rights" from Highway 278 outer white line 33 feet in; basically from the outside of the Highway to the ditch was State Highway and under State Trooper authority. The Deputy Sheriff's visits were somewhat suspect including their request for me to leave the median the previous day, Labor Day, Monday September 4th, 2017 as it was a State Highway.

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.

The meeting was set the very next day at 11:00 PM; I developed a map with zones in front of the Hilton Head Hyundai and Auto Mall Dealerships so I could provide him my daily activity and timeline crossing in and across 278 including the entrance to Peacock Auto Mall.

Sheriff Malphrus cancelled the meeting including two other rescheduled meetings; regardless I gave him my daily reports. My efforts appeared to simmer the unwarranted inbound calls he was receiving.

11. Defendant has made defamatory statements about the plaintiff through written signs and oral statements and has published the defamatory statements to the passers outside of Plaintiff's business. I only spoke to my fellow citizens upon their request to hear my experience with Hilton Head Hyundai.

Hilton Head Hyundai
LIES LIES FRAUD FRAUD
I replace the words on September 29th, 2017
Hilton Head Hyundai
Unprofessional
Unethical
Harrassment (SP)
Intimidation

All statements on the sign are true! See Comments and Documentation: 911 Call and Wall-Mart Video as provided proof the statements on my signs are in fact Truthful.

12. Plaintiff is injured by the Defendant's statements and will suffer irreparable damage if an injunction is not granted.

There should not be any injunction; it is in the public best interest to view and hear what has happened in my experiences with their dealership. If approved, a business can provide a bad experience to any customer as such if such customer protest, walks or any other activity related to their business experience with such business expressing their story then what is the purpose of free speech if a business can just ask for an injunction and through the courts get it approved. I understand it must be proven in court as they have may have different story; as such the sign post 09/29/2017 reflect the events that can clearly be seen on the video of their security vehicle, a White Explorer following me into the Wal-Mart Parking lot and exemplifying Unprofessional, Unethical, Harrassment and Intimidation. (I requested a valid copy as noted the DVD cannot be viewed per coding) Noted this event took place after 20 plus days of a peaceful expression of my constitutional rights based on my experience with Hilton Head Hyundai

My feelings, I was held hostage at Hilton Head Hyundai after curing the Hilton Head Hyundai Service Agreement balance as upon such payment they included the return of a Hertz Rental Car that was exclusively contracted to me, Greg Hackney.

The Hilton Head Hyundai Dealership informed me that my car had to remain at their dealership because the Engine that was being recalled was dangerous and could cause a serious accident. False Statements as I could have driven back to Atlanta Georgia after the repairs from the accident were completed.

13. Plaintiff request a temporary and permanent injunction enjoining the Defendant from publishing the defamatory statements in any form.

The public has a right to know what/how they treat their customers.

Please see the time line!

If true then is not defamatory at all!

The public including individuals who enter their dealership can make their own decision to buy or not buy a Hyundai from Hilton Head Hyundai. Currently my sign describes their behavior and if/when they enter the dealership one can determine themselves if such behavior includes: unprofessionalism, unethical harassment and intimidation behavior. If such behavior is not present during their visit then my purpose for my activity has been GOOD referencing my experience with Hilton Head Hyundai as such my activity is the best interest of the public including improving their customer experience. I am not implying the Hyundai Vehicle is warranted a review, only their behavior. Let the public-customer that enters their dealership make their own decision based on my sign and notice there of.

A Citizen First Amendment Rights vs. South Carolina Common Law Rule 65

THE SECOND CAUSE OF ACTION: (14-22)

14. The allegations of the previous paragraphs are incorporated into this cause of action as though rewritten here.

15. Defendant is making defamatory statements accusing the Plaintiff of fraud and lying.

ENGINE RECALL: On May 24th, 2017 I was informed that there were 4 recalls that had not been done to my vehicle one of which was a Full Engine Replacement. I asked if I could have this done in Atlanta and told it was two dangerous and the engine could have the associated problem as such I had to leave the car but the Hyundai recall would cover the associated car rental. I was told that it could take up to 90 days as the full engine sent by Hyundai had been back ordered/up and delays were expected. I later found out through a dealership in Atlanta and later John Lyons I could have signed a waiver to drive back but not such agreement was presented as such I would have signed it and drove back 6 hours home after my accident related damages were completed.

Hyundai Service Agreement: No mention upon deductible payment I still could not get my car unless I returned the Hertz Rental Car that was an exclusive contract between Hertz Rental Car and myself

Geico and Hilton Head Hyundai Relationship:

I was told by the new car Sales Manager and Jessica the Service manager that they never get involved with a quote related to any accidents. They only do what Geico says, I DID RECEIVE A QUOTE FROM COREY JOHNSON on May 25th, 2017.

A Peacock Auto Mall Manager informed me they owned the HERTZ Rental Car on their premise.

Jessica informed me they had a great relationship with Buck and new him for years; he informed me Geico seldom uses them and was not familiar with any persons named Jessica.

I Felt as if I was held hostage after they converted my car at the Hilton Head Hyundai Dealership. After curing the Hilton Head Hyundai Service Agreement balance as upon such payment they included the return of a Hertz Rental Car that was exclusively contracted to me, Greg Hackney.

The Hilton Head Hyundai Dealership demanded that my car had to remain at their dealership because the Engine that was being recalled was dangerous and could cause a serious accident. False Statements as I could have driven back to Atlanta Georgia after the repairs from the accident were completed. **As a result Hilton Head Hyundai profited from their deception per New Engine Replacement.**

Please read Timeline for other related issues to question 15. **(noted other lies and deception)**

16. Defendant published these statements to others.

Yes, I had sign with statements that defined and described my experience with Hilton Head Hyundai but no other documentation was used to inform the public of the horrible experience.

17. The statements made by the plaintiff are false and defamatory.

I disagree, they are true and if true then not Defamatory.

18. The statements were calculated to lower the Plaintiff's reputation in the estimation of the community.

If a sign telling the public the truth of what happened to a Hilton Head Customer lowers their reputation then I suggest they improve the Customer Experience. If one expresses their experience with said business informing the public through and sign and the associated activity outside their business it should be warranted to be allowed and remain as such. I did not calculate to hurt their reputation; my purpose is to inform the public of my experience in an effort to change their behavior so the next customer who enters their dealership may have a better experience. Based on my experiences, their reputation is already damaged. I had 3-5 people stop a day and inquire on what happened; 50% plus or them had a similar experience including two children of elderly parents that flew in specifically to address the purchase and subsequent service from Hilton Head Hyundai. I understand that every customer cannot be happy but one of the reasons I am still out doing my activity is because of the people who expressed their gratitude as they had similar experiences with Hilton Head Hyundai.

19. Defendant's statements were not privileged and were intentionally made to a third party of the community.

I never spoke to anyone unless they stopped their car and asked me what happened and then I explained the truth through facts and the truth of MY EXPDRIENCE! I was there and in the conversations!!

20. Statements were made with actual malice.

I do not intend to hurt anyone including the business, only change their behavior to improve the next customers experience as such in the publics best interest.

21. Defendants statements are slanderous per se

I never told anyone not to buy a car from Hilton Head Hyundai but one could argue any one that walks in front of any business expressing a negative experience sign has a sense it could not be great for their business! The truth

always prevail and my experience and statements are true and in fact. I have a Constitutional Right to express myself understanding that the statements must be fact and in truth. I understand this is not a court room trying the case but have provided a 911 call confirming my request for assistance per returning my car after making a payment to cure their Service Agreement. Also, I will a DVD of their Security Vehicle following me into the Wal-Mart parking lot after 20 plus days in front of their business in an effort to intimidate, harass me that can be defined as unprofessional and unethical. Based on these two examples there is no slanderous with malice just stating the facts as can be seen and heard. The 911 call and video provided by legal authority in Jasper County confirm my signs are just the facts.

22. The statements are malicious, deliberate and calculated to harm the reputation of the Plaintiff. Accordingly, punitive damages are also requested.

Actual Damages

Punitive Damages

For temporary and permanent injunction against Defendant and aware of reasonable attorney's fees and cost.

I am representing myself, why would I have to pay for their lawyer fees.

For such other further relief as to the court may be proper

22. Punitive damages?

I would love to tell my story of fact related to the horrific experience with Hilton Head Hyundai as a jury of my peers identifies honesty sincerity as such name the court date and time.

VERIFICATION OF RESPONSE

I have written a response to such complaint and state under oath the facts contained in the forgoing response are true and correct except as to the legal matters contained therein and based on the best of my knowledge.

Greg Hackney

Date

Timeline: Post August 25th, 2017

Friday, August 25th, 2017

Hilton Head Hyundai

Upon arriving I spoke to Mickey and reviewed many missing replacements, repairs and other issues including the New engine per manufacturer recall. I immediately noticed the Mid-Section Protection Under Garment was not replaced as I had delayed my return and a supplemental service order was required to completed the replacement. The New Car Sales manager informed me they only replaced the Radiator Protection Under Garment, as the Mid-Section Under Garment was not approved by Geico. I also addressed the new engine and requested documentation but he said there was no documentation confirming my new engine only commenting "it looks new" after I opened the hood of the car.

Sonata:

1. Mid-Section Under Garment Protection Unit not replaced as approved on July 28th, 2017 Hyundai supplemental. (No documentation)
2. New crack on the lefts side of the front window, New Window Replacement
3. Black cover behind front bumper (that was replaced not replaced including silver paint splattered.
4. Severely damaged right wheel cover. Noted, wheel rim, tire and tire protection garment was replaced.
5. New Dent on the left side quarter panel.
6. The car was filthy, I opened the door and there were roaches and spider webs visible
7. No Documentation per New Engine Recall
8. Right Rear CV Joint

NOTED:

Underlined = The May 23rd, 2017 damages approved through two Geico supplemental records. The review and approved damages with buck took 5 minutes and payment given to me as such; the reviews were in a parking lot resulting from Hilton Head Hyundai effortless communication with Geico to review the associated damages related to the accident on May 23rd, 2017.

Upon re-entering the Hilton Head Hyundai Dealership I was clearly disturbed by the damage not repaired/replaced, filthy car with roaches and spider webs zero documentation provided confirming my engine replacement as per the manufacture recall. The Service Manager Jessica came out of her office and I asked to speak to her Boss, the Owner or General Manager. A gentleman approached and walked me to an office and asked a Sales Person to leave; three to five minutes into the conversation I asked who he was and he replied the New Car Sales Manager. (Clearly an unethical and unprofessional effort as I requested her Boss, the Owner or General Manager) the issues I reviewed the issues as per above and specifically asked why the Mid-Section Under Protection Garment was not on the car as service order documentation noted completed and I had delayed my departure because of the 7/28/2017 Supplemental Service Order; upon returning he let me know it was the

Radiator Undergarment Protection Garment replaced as the Mid-Section was not approved by Geico. As a previous conversation with Jessica, he explained that Hyundai does not get involved in estimation or quotes as they will only do what the associated insurance company tells them is approved replacement or repair. I ended the conversation and attempted to pay the \$1,000 deductible and return to Atlanta to address the associated issues.

I wrote a check and an unethical and cohesive effort including the General Manager to get their check system machine to read the numbers at the bottom of the check but was unsuccessful. The Summons/Complaint from First Team Hilton Head Hyundai LLC dba Hilton Head Hyundai noted my check was declined. The check was never successfully entered into their system for review; as such, after multiple lack luster attempts I left and said I would return the following day. As per above Sonata 1-6 and the unethical and zero integrity attempts to approve my check I began to realize the unprofessional thinking related to the dealership.

NOTED:

The following day, Saturday August 26th 2017 a Publix and Wal-Mart check system machine both accepted the same exact check as the numbers were easily read; my research confirmed they could have called their machines customer service 800 number and given the checking account number for approval. Also, they own 6 other dealerships in walking distant that could have easily been used to confirm if the issue was their machine or my check thus approval or denied could be confirmed. Also, I have confirmed with First Citizens Bank that my account has never been reported to a third-party check processing company and is currently in Good Standing including on the August 25th, 2016 when the attempts to enter the check occurred.

As noted above:

The Summons/Complaint noted that my check was denied by their check systems service. FALSE STATEMENT as spoken to me and witnessed by me the check unreadable by their machine as such it was never approved or denied.

Documentation:

First Citizens Bank

Bank letter confirming my checking account number ending in 2709 has never been sent to any check cashing service and my account is and has been in good standing.

Wal-Mart

Requested Saturday August 26th, 2017 check approval documentation

Publix

Requested Saturday August 26th, 2017 check approval documentation

Hertz Rental:

Prior arriving I informed Hertz Rental Car that I was picking up my Sonata and would be returning my rental car that afternoon. I followed up with them after the events per above; they commented that they would be reporting my car stolen because I did not return it that afternoon. I explained to him the car would be returned the following day as I needed get my thoughts around all of the issues that just occurred. He kept demanding my Credit Card as I mentioned that it was not necessary because my Geico Policy had a 50-day Rental Car Allowance (per \$30 a day) and I was not near this time frame; and I had already sent a copy of the Geico declaration page confirming the rental coverage. My attempts to call my Geico Representative so he could assist and update Hertz Rental Car were unsuccessful; he was on FMLA and not available. The balance was estimated to be \$341.00. I was astonished why he would report my rental car stolen because my Sonata was at the dealership and they are located in the Peacock Auto Mall where Hilton Head Hyundai is located.

Saturday - August 26th, 2017: PM-4 hours

Hilton Head Hyundai Third Party Check System Machine:

Suspect of Hilton Head Hyundai efforts entering my check into their check system machine I stopped by Publix and Wal-Mart; their check system service accepted the same exact check as the numbers were easily read; regardless, if it was the same third-party check system company two different machines and/or check out registers easily read the numbers on the bottom of the check resulting in an approval to write a check to their business for purchases. Also, my research confirmed Hilton Head Hyundai could have called their third-party check system customer service 800 number and given the checking account and/or Drivers License number for approval.

Hilton Head Airport:

I was concerned about my Hertz Rental Car and Hilton Head ethics and integrity so I drove to the Hilton Head Hyundai Airport to return my Rental Car and get the proper documentation including information if the rental car was reported stolen. I spoke to the representative at the Hertz Rental located in the airport and she told me they were a different Hertz Rental and on a different system so she could not officially check in my car, give me the proper documentation I had return it and provide information the Hertz Rental Car was not reported stolen. My concerns were heightened as she commented I was to return the car to the Peacock Auto Mall Hertz Rental Car location where I rented the car. (New River Auto Mall at the time of the incident)

NOTED: I DID NOT PROVIDE HER WITH ANY OF MY PERSONAL INFORMATION INCLUDING THE RENTAL AGREEMENT. HOW DID SHE KNOW WHO I WAS OR WHERE I RENTED THE CAR? DISTURBING!

I told her the Hertz Rental Car location in the Peacock Auto Mall was closed; she called then and was informed they were open until 3:00 PM but when I returned around 12:30 they were closed so I called my Hertz Rental Person and he confirmed they close at noon. Who was she talking to?

Upon leaving I asked a local Sheriff standing outside the airport entrance to witness her comments, they were a different Hertz Rental even though they had the same Hertz Rental name and located in the Hilton Head Airport. He refused, commenting that I should get a lawyer; I made derogatory comments towards him surprisingly and resulting in no action by him. I returned to Hilton Head Hyundai to make my \$1,000 deductible payment and drive back to Atlanta.

Hilton Head Hyundai:

Denied the return of my vehicle after making my \$1,000 Payment:

I returned from the airport and made a credit card payment; upon such payment Jessica then stated inclusive of my \$1,000 payment that cured my Hilton Head Service Order Agreement I was required to return the Hertz Rental car prior receiving my car. I explained the Hertz Rental Car located on their premise was closed and my intentions to return the car to the Hilton Head/Savannah International Airport; insuring it was properly returned and I received the associated documentation. (Noted: The Hertz Rental on their premise was closed I was not going to just leave my car with Hilton Head Hyundai who had prior demonstrated zero integrity and ethical standards). Also, I wanted to confirm the car not reported stolen and explain my policy covered the small balance and would be handled by Geico. Jessica refused, I explained they were two exclusive contracts with my name on each as such they had no right to include the return of my rental car after curing my Hilton Head Hyundai Service Order balance. The Hilton Head Service Invoice does not state or include any contractual alignment to any Hertz Rental Agreement. Hyundai Corporate did provide payment for the time period associated with the engine recall as such it was complete and the current time period was under my Geico Policy. The Hertz Rental Car Agreement was contractually aligned to Greg Hackney, me. I informed her I was going to call the police as such I reached for their land line phone only to be stopped as she grabbed my hand; I began using my cell phone to make the call but when she walked away I used their land line as I wanted the 911 call to be from their location. I connected to the Police and requested an officer. I was asked to wait outside and leave the building as such I waited outside

Deputy Sheriff Hunnicutt Deception:

Employee of Peacock Auto Mall working as their Security Officer on Saturday August 26th, 2017.

A few moments after the 911 call a person driving a Ford Black Explorer drove up and was dressed in a Sheriff's uniform with the associated badges. I explained in detail the issues and concerns; I also showed him the two contracts (Hilton Head Hyundai Service Agreement/Hertz Rental Car Agreement and the \$1,000 Deductible payment receipt that cured my outstanding Hilton Head Hyundai Balance to the associated contract; I requested him to get my car. I was informed another Deputy Sheriff was coming and upon his arrival I repeated the same. (Also, documentation regarding the New Engine Recall)

I was not informed Deputy Sheriff Hunnicutt was at current their security; as such, I would not have wasted my time explaining to him my concerns or request to retrieve my car. I learned of his dual role at a later date and was disappointed at his misguided use of authority

Deputy Sheriff Dobson:

As stated to Deputy Hunnicutt I repeated the same then he entered the Hyundai Dealership to review their comments. Upon returning he said there was a \$341 balance so Hertz Rental Car requested that he get the rental car to insure it was returned. I asked him if the car was reported stolen and he replied "no " as such I explained if the car was not reported stolen he had no jurisdiction and thus I was going to return the car at the Hilton Head/Savannah International Airport. He informed me the Hertz Rental Car was to be returned defined by putting the keys in their associated drop box prior me receiving my car. I was dumbfounded at his request as I explained that regardless if there was a balance Geico was going to handle and this was a civil matter and he was out of his authority per his request. Regardless, he was stern/no other option to retrieve my Sonata as such I agreed if he would put in writing I refused his request and the car was not reported stolen. He agreed and upon returning the keys into the Hertz Rental Car drop box he did write a note but did not include my request to include I refused his request and the car was not stolen; he commented it was recorded on his body cam so not required to put in writing. I was furious and let him know he lied to me; he got in his car a drove away. I did receive my car. Documented "Deputy Dobson's Note" included.

Hilton Head Hyundai Activity

On a poster board I wrote Hilton Head Hyundai, Lies, Lies, Lies

I went to the local Wal-Mart and bought a poster board and wrote Lies, Lies, Lies and began walking back and forth in front of the Hilton Head Hyundai Dealership. I was surprised and shocked that their employees including the New Car Sales Manager, General Manager and Sales Personnel drove up in their Golf Carts cussing me and making derogatory comments about me. Also laughing and making the same at my sign as it was raining and in poor shape.

Sunday - August 27th. 2017: No Activity

Upon witnessing their unethical and unprofessional behavior I decided to make a more readable sign and return to their location the following day and begin my activity in front of the Hilton Head Hyundai Dealership; my thinking, eventually I would be able to speak to the owner as Jessica did not follow Basic Business Practices when I appropriately asked to speak to him/her.

Monday - August 28th. 2017: AM/PM-10 Hours

I began my activity and met with the same cussing and derogatory comments that included the New Car Sales Manager whom I had spoken to on Friday August 25th, 2017 informing me that he knew I had a criminal record and was sleeping in my car at the Wal-Mart parking lot. He also made gestures that appeared to be me as one smoking a crack or marijuana pipe. I was astonished that they continued to interrupt my constitutional rights

including following me to Wal-Mart where my car was parked and still not sure what "I have a criminal record" meant as I do not!
(noted Traffic tickets etc.)

Wal-Mart, Car Doors and Windows were opened upon my return; noted, this was the week before the hurricane and it rained hard every day! Noted 2nd of three consecutive days of such criminal behavior.

Upon returning to my car this day, Tuesday August 29th, 2017 and the following day, I arrived at my vehicle and noticed the doors and windows were open as a result inside my car was drenched with rain water

Jasper County Deputy Sheriff Visits

A few different Jasper Deputy Sheriff's showed up as there were multiple 911 calls that I was blocking, stopping traffic and entering their premise all of which were confirmed false when they arrived.

Tuesday - August 29th. 2017: AM/PM-9 Hours

Wal-Mart, Car Doors and Windows were opened upon my return; noted, this was the week before the hurricane and it rained hard every day!

Upon returning to my car this day, Tuesday August 29th, 2017 and the following day, I arrived at my vehicle and noticed the doors and windows were open as a result inside my car was drenched with rain water.

Jasper County Deputy Sheriff Visits:

A few different Jasper Deputy Sheriff's showed up as there were multiple 911 calls that I was blocking, stopping traffic and entering their premise all of which were confirmed false when they arrived.

Wednesday - August 30th. 2017: AM/PM-10 Hours

Wal-Mart, Car Doors and Windows were opened upon my return; noted, this was the week before the hurricane and it rained hard every day!

Upon returning to my car this day, Wednesday August 29th, 2017, I arrived at my vehicle and noticed the doors and windows were open as a result inside my car was drenched with rain water

Vaden Car Salesman, Hilton Head Hyundai Sales Manager

In the afternoon two Vaden Nissan Dealership Salesman approached me in their golf cart and inquired why I was out in front of Hilton Head Hyundai; I explained all of the issues including zero documentation of my new engine that had been replace. The New Car Sales Manager who I had met with drove up in their White Explorer accompanied with a security person; he approached me with documentation, I politely told him my prior experience with him warranted my concerns with any documentation he would provide me and such I refused to accept the documents and walked away. He immediately went into a rage of directed cussing and derogatory comments towards me. I replied with a few comments including you are worried about losing your job!

First Sign Stolen:

I went shopping at Wal-Mart, Dollar Tree and few other stops.

Upon leaving Wal-Mart I put my sign in the back seat, it was large and could be seen as it was almost touching the ceiling of my car. Prior my last stop I noticed it was missing, well I would define as stolen because my two apple computers one of which was on the back seat was still in the car.

OC Welch

He stopped by to ask me what the issues where with Hilton Head Hyundai.

Sign Change

The sign at their entrance changed from New River Auto Mall to Peacock Auto Mall (Not sure of exact Date)

Thursday - August 31st 2017: AM/PM-8 Hours

Peacock Auto Mall Manager attempt to deflate the Serious Issue with Hilton Head Hyundai Holding My car after payment rendered.

In the afternoon a Gentleman who identified himself as a Manager from one of their other Dealerships and commented he had spoken to O.C Welch. We discussed my issues including the attempt he made to convince me they owned Hertz Rental Car thus deflating the issues that occurred on August 26th, 2017; another lie as I informed him Hertz Rental Car does not franchise their rental business.

Hardeeville Police Office and Jasper County Sheriff's Office.

Clarify Authority and meet with Sheriff Malphrus:

I had flagged down a Hardeeville Police Officer prior me visiting their office and was told they did not have any jurisdiction; regardless, upon understanding that Deputy Sheriff Hunnicutt was deceptive, I had my sign stolen out of my car, my car was being breach daily and drenched with water I wanted to inquire if they could handle my issues as the Sheriff's where constantly coming out and I was just exercising my rights as a citizen. I was told it is the Sheriff's Office is the only authority but to speak to Sheriff Malphrus. I took their advice and went to the Sheriff's office and left my phone number so we could set up a meeting to discuss my plans including my activity in front of Hilton Head Hyundai.

August Points of Reference:

IPHONE Calendar had Wednesday August 31st, 2017

Noted: 911 Jasper County Emergency Assistants Desk Calendar had Thursday as August 31st 2017

Daily Activity Documentation to Sheriff Malphrus has Dates reflecting such phone breach.

Friday - September 1st, 2017: AM/PM-7 Hours

Car Keys Stolen: (See Police Report)

I was walking in front of the Auto Mall about 75 yards from where I kept my briefcase; it is located near a cable identification pole. (A very bright yellow jacket was hanging on the pole)

As I turned around I noticed a person standing next to the pole; I immediately started walking towards him as such he walked directly to the Peacock Auto Mall sign about 25 yards from the cable identification pole. I walked towards him remaining in on the Highway side of the ditch but asked him why he was standing two feet from my briefcase in which he replied he was looking for the power outlet/circuit breaker boxes. They are located on the other side of the ditch and toward the dealership and in clear view as someone had cut the hedges so they could be clearly be seen. I walked over towards the Hyundai dealership and watch him fiddle with pine needles for 10 minutes before approaching him again to ask his name in which he replied Josh. After he left I look through my back and I noticed my keys were missing as such I called 911 and filed a police report! Report included with Documentation. (How can ole Josh not know where the breakers are not to mention know what a cable identification pole looks like! Good Grief!

Saturday - September 2nd, 2017: AM/PM-8 Hours

Sunday - September 3rd, 2017: PM Only-4 Hours

Monday "Labor Day"- September 4th, 2017: AM/PM-11 Hours

Trespassing Ticket/Notoche

Two Deputy Sheriff, Deputy Sheriff Hunnicutt informed me that Sheriff Mulphrus said I was done for the day and I was to leave the median in front of the Peacock Auto Mall. They did explain what I did wrong as they repeated the Sheriff has had enough and I needed to leave. I decided to leave after I told them that the previous days I was

doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise; no reply. I informed them I was going to return in a few hours as it was becoming a seen with 3 police cars and the employees of the dealerships across the street clapping and making noise I was being forced to leave. Upon grabbing my briefcase I started walking towards Wal-Mart where my car was located but I had to turn back because I had hidden my keys in the weeds across from Hilton Head Hyundai. I walked back the Deputy Sheriff Hunnicutt as he remained to confirm I was leaving the premise; as noted he is employed by Peacock Auto Mall and was currently on their clock he parked behind the Hyundai side behind the Peacock sign. As I looked for my keys I turned around and saw an employee of Peacock Auto Mall dressed in black pants and brown shirt steal my sign and run into the Peacock Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sheriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone do not know what one so hard for me to find out who took the sign. I ended the conversation and went to the median to flag down a Hardeeville Police Officer to at least record the incident since Deputy Sheriff **Hunnicutt was of no use since he was an Ole Peacock Employee this day!** Noted: he was the same deputy Sheriff who did not identify himself as their Security on August 26th, 2017. Two Hardeeville Police Officers stopped and I explained the stolen sign incident as Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus starting filling out an incident report, well so I thought; upon getting my address change from my license he finished writing and handed me a NO TRESSPASSING NOTICE/TICKET!

I CHASED A CRIMINAL TO THE DITCH AS SUCH NOT ON THEIR PROPERTY BUT DID CROSS TOWARDS THE HILTON HEAD HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND THE MISSUSE OF AUTHORITY AS I WAS TICKETED/NOTICE FOR NO TRESSPASSING.

I refused to sign the document and let them know that regardless of Sheriff Malphrus unwarranted demands I was going to go make my third sign and return within the hour as such I did and was not arrested upon my return.

Copy of No Trespassing Notice: Errors

Date of Notice	09/05/2017
No Trespassing Requirements	Start Date, 09/04/2017

Sheriff Malphrus Unprofessional Visit: It was after 6:00 PM and Sheriff Malphrus got out of his car in plain clothes; noted, in his car was female dressed in plain clothes. The conversation was unprofessional as included the following topics and comments

I was from Atlanta and needed to go home.

Did I have a job, surely I needed to go home and work.

I was standing at the entrance of Peacock Auto Mall as such he said it was illegal and it was not.

He told me it was best to handle this kind of situations with an attorney.

Highway 278 was in his Jurisdiction and control and I was a being a Nuisance.

I mentioned I had stopped by twice at his office and left my number so we could schedule a meeting since it appeared he was getting many calls regarding my activity in front of the Auto Mall. We agreed it would be best for me to stay directly in front of the Hilton Head Dealership to avoid unwarranted calls he was receiving. I also mentioned I would stop by so we could meet as I planned on doing the same activity for the next 60 days.

Tuesday - September 5th, 2017: PM only-6 Hours

State Trooper Kelley:

On my way to meet/set an appointment with Sheriff Malphrus I noticed a State Trooper off 278 and asked him if he could meet with me in front of Hilton Head Hyundai to discuss and insure I was obeying the laws, he agreed. We discussed the authority from the highway outer white line 33 feet in, basically to the ditch was State Highway and under State Trooper authority and the Deputy Sheriff's visit were somewhat suspect including their request for me to leave the median the previous day, Labor Day, Monday September 4th, 2017 as it was a State Highway.

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.

The meeting was set the very next day at 11:00 PM.

I developed a map with zones in front of the Hilton Head Hyundai and Auto Mall Dealerships so I could provide him daily my activity and timeline crossing in across 278 and the entrance to the Auto Mall.

Wednesday - September 6th, 2017: PM only-6 Hours

I drove to the Sheriff's office for the 11:00 PM meeting

Sheriff Malphrus cancelled Meeting, Reset Following Day.

Two 17 year old boys who wash cars confirmed they saw the Auto Mall Employees steal my sign.

Thursday - September 7th, 2017: PM only 6 hours

I drove to the Sheriff's office for the 11:00 PM meeting.

Sheriff Malphrus cancelled Meeting/spoke to Deputy sheriff Smith – Review as per 9/5/17

I reviewed the flawed thinking by Deputy Sheriff Dobson that occurred on August 26th, 2017 regarding him forcing me to return my Hertz rental car when it was not reported stolen. He agreed it was a mistake. I also discussed another issue with the Sheriff's office as I chased a criminal into the Auto Mall after he still my sign and was give a not trespassing Notice/Ticket. Noted: other issues with regarding stolen sign, car doors open and inside of vehicle drench etc.

Friday - September 8th, 2017: AM/PM-9 Hours

Saturday - September 9th, 2017: AM/PM-9 Hours

Couple wanting to buy a Hyundai-Sales People cursing behind me/ditch

A couple stopped as I was doing activity in front of the Hilton Head Hyundai Dealership; they told me they wanted to buy a Hyundai because their daughter and son both had one and recommended the car. I told them my story and encouraged them to buy one at the Hilton Head Hyundai; as I spoke to then on two different times three Sales Representatives from the Dealership were in a golf cart behind the ditch driving back and forth cussing and offended the two people in the car. I stated one reason I am out here is because of this type of behavior as these are the sales people you would be working with during your purchase.

Sunday - September 10th, 2017: Hurricane-Zero Activity

Monday - September 11th, 2017: Hurricane-Zero Activity

Tuesday - September 12th, 2017: Zero Activity

Walked in front of Auto Mall and approached buy two Auto – Mall Managers

1. Set meeting with John Lyons the following day at 11:00 AM at the Ram, Jeep Dealership

Wednesday - September 13th, 2017: Zero Activity:

Meeting with John Lyons:

I was allowed on Property for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the issues we discussed on our meeting.

Thursday - September 14th, 2017: Zero Activity

No activity as I told John the previous day that I would give him this day to review the issues we discussed and would return Friday afternoon to resume our discussions.

Friday - September 15th, 2017: PM Only-6 Hours

I returned to the Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of their business.

Saturday - September 16th, 2017: AM/PM-10 Hours

Sunday - September 17th, 2017: PM Only-5 Hours

Monday - September 18th, 2017: AM/PM 9 Hours

Tuesday - September 19th, 2017: Zero Activity

Wednesday September 20th, 2017: AM/PM-8 Hours

Everyday I would walk from the Wal-Mart to the location in front of the Peacock Auto Mall – Hilton Head Hyundai and return as such. Although they have a right, their White Ford Explorer Security Vehicle for their premise, would literally follow me as I walked 20 – thirty feet as it would move to remain in direct sight as I took it, intimidation. Their Harassment could not have been for Safety of their employees or customers as it would leave for daily and only arrived after 5:00pm on Sundays. (Noted what was visible as otherwise directly in front of me!)

Their White Explorer would follow me to other locations but I could never get them to be located under a associated camera until this date. It followed me and entered into the Garden Center at Wal-Mart and went pass me back and forth until it parked in-sight of my car. I remained in the parking lot pretending to maintain my car as the person did not get out of the car but sat looking at me! After minutes I got in my car and approached the Explorer and parked next to it but not blocking their exit. I approached the Explorer and there was the security person on a Peacock Auto Mall shirt; I explained to him that he was not to follow me anymore. (Noted it was an aggressive statement but not “Yelling” as it is stated in the Police Incident Report. The report also states I was speaking to the Peacock Security Person for an estimated 3 minutes, it was about 30-45 seconds. As I left and returned to my car he did yell back at me saying, “do you want some of me” etc. There was the Wal-Mart cart person who could verify the very short meeting we had. The video also shows he did not enter Wal-Mart as his purpose was to intimidate, do surveillance as such both were disturbing, stressful and warranted concern for my safety.

Noted: For two weeks I asked Sheriff Malphrus office for a copy or the video I was directed by a State Trooper to use a FOIA as I did and a week later received a video. The Video of the incident on a DVD is unreadable and does not work. I took it to Best Buy for assistance and their professionals said the video is not readable as could not be read on my Apple computer or their Microsoft computers the use for their work

Thursday - September 21st, 2017: AM/PM-7.5 Hours

Sheriff Office to report their Harassment as such met with the Deputy Chief of Jasper County

My purpose of meeting with him was to insure the process obtaining the video was succesful and their were not mishaps as I had many with his department the previous weeks. He assured me the person on duty in that area that would be responding to my call was competent and would manage the process correctly!

I met with Deputy Sheriff Smith and he retained the video and seemed surprised there was in fact a video; he later confirmed with Peacock Auto Mall it was their Security that was involved in the video.

I did mention to Deputy Sheriff Smith I wanted to speak to John Lyons prior pressing charges to insure the security person was not acting on his own accord in his aggressive behavior. The following day I confirmed with John Lyons that in fact it was under his direction their Security Person followed me into the Wal-Mart Parking lot

Friday - September 22nd, 2017: AM/PM-7.25 Hours

Sheriff Smith confirmed with Hilton Head Hyundai Security they were doing surveillance. He charged charged Peacock Auto Mall – John Lyons with Harassment, Assault and Battery with intent to intimidate. He confirmed the charges on my Victim Incident Report were being dropped as per Sheriff Malphrus, Injustice!

I went on the Auto- Mall premise to discuss the video as note above; I met John Lyons in his office including three security guards present. He said he was scared for his employees etc; noted then why do they leave for each day of premise and do not show up until 5pm on Sundays? Noted hours not following me, Good Grief those instances he is putting his customers at risk? Just another lie! He also served me with a No Trespassing Notice! On 9/13/2017 he told me he would insure that no one bothered me on or off premise! Another Lie!

Saturday - September 23rd, 2017: AM/PM-10.5 Hours

Served Papers: 14th District Court; Hunnicutt drove the person who served me to the front of the Hilton Head Hyundai where I was doing my activity.

Sunday - September 24th, 2017: PM Only-4.5 Hours

Monday - September 25th, 2017: PM Only-3.5 Hours

Sheriff Malphrus Office to get information on Warranted arrest resulting from video

Tuesday - September 26th, 2017: Zero activity

Sheriff Malphrus and the Victim Advocate office to review video and warranted prosecution.

Wednesday - September 27th, 2017: PM Only-5.5 Hours

Sheriff Malphrus and the Victim Advocate office to review video and warranted prosecution.

Thursday - September 28th, 2017: AM/PM-6.5 Hours

Friday - September 29th, 2017: AM/PM-8 Hours

New Sign: Unprofessional, Unethical, Harassment, Intimidation

As I began my response to the complaint it reminded me that the reason I was doing the activity is because of their behavior on the sign that can be clearly seen on the video not including theft of my sign, verbal abuse and many lies along the way!

Saturday - September 30th, 2017: AM/PM-9 Hours

September Points of Reference

1. District Court House first visit no cell but briefcase ok! Second no briefcase
2. Sheriff's Office: 1st visit cell and briefcase okay, second visit briefcase okay but no cell, third visit no briefcase or cell.
3. Ask for open records request form, give an 843 Number and as noted confirmed not their department

OCTOBER

Sunday - October 1st, 2017: PM Only-3.45 Hours

Monday - October 2nd, 2017: Zero Activity

Requested Freedom of Information Act: 911 call from Hilton Head Hyundai Dealership as they would not return my after making a credit card payment for my balance! Balance = Zero but required the return of the Hertz Rental car that was contracted in my name and current payments were being made by my Geico Policy.

Tuesday - October 3rd, 2017: Zero Activity

Wednesday - October 4th, 2017: PM Only-5 Hours

Thursday - October 5th, 2017: AM/PM-8 Hours

Friday - October 6th, 2017: Zero Activity

Saturday - October 7th, 2017: AM/PM-10 Hours

Sunday - October 8th, 2017: PM Only-3 Hours

Monday - October 9th, 2017: Columbus Day: AM/PM-9 Hours

Tuesday - October 10th, 2017: Zero Activity

Wednesday - October 11th, 2017: AM/PM-10 Hours

Thursday - October 12th, 2017: PM Only 6 Hours

Sheriff's officer to inquire about the ongoing incident at Wal-Mart

I met a Lt. outside of the office and we began to speak of the Video and he informed me that there would be not be any charges against Peacock Auto Mall related to the incident as he told me anyone can follow anyone as long as they do not harm the person they are following. Good Grief

I also saw the same officer who retrieved the video and charged Peacock Auto Mall – John Lyons with Harassment, Assault and Battery with intent to intimidate. He confirmed the charges on my Victim Incident Report were being dropped as per Sheriff Malphrus, Injustice!

Friday - October 13th, 2017: Zero Activity

Sheriff's Office to retrieve the Wal-Mart video.

I did receive the video but it does not play, I took it to Best Buy and they attempted to play the video on my computer and theirs both of which said it would not play. They downloaded VLC as it appeared to be in this format but it still did not work. I will submit a letter to resolve the issue

Saturday - October 14th, 2017: AM/PM-10 Hours

Sunday - October 15th, 2017: PM Only-3.5 Hours

Best Buy: Video does not work

Monday - October 16th, 2017: Zero Activity

Documentation Request for Assistance

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

Leigh LeMoine
Chief of Staff
Governor Office - State House
1100 Gervais Street
Columbia, SC 29201

**RE: Charges against Hilton Head Hyundai Filed.
Review, Jasper County Sheriff Office Authority.
FIRST AMENDMENT RIGHTS VIOLATIONS**

Leigh Lemoine:

I have copied you on information regarding:

1. Fraudulent Practices of a South Carolina Car Dealership.
2. First Amendment Rights Violations regarding Protesting such business – Court Denied Restraining Order.
3. Jasper County Sheriff Office behavior – Not protecting First Amendment Rights.

Request for SLED to review the Jasper County Sheriff Office!

If required - applicable I will initiate a formal complaint to the Governor's Office, pending SLED review of TABS 1-9.

Regards,

Greg Hackney

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

Thomas H. Robertson
Executive Officer, Captain
South Carolina Law Enforcement Division
4400 Broad River
Columbia, South Carolina 29221

**RE: Charges against Hilton Head Hyundai Filed
Review, Jasper County Sheriff Office Authority
FIRST AMENDMENT RIGHTS VIOLATIONS**

Notable References regarding Hilton Head Hyundai:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Brief case stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video. Charges Drooped
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property.

A Few Point of References: Jasper County Sheriff's Office

Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2nd Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise to the Wal-Mart parking lot with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act

occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why?

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicutt, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

1. TAB One Fraudulent Tactics.
2. TAB Two Conversion of Property (911 Call), TAB 2.
3. Harassment or associated charges per Wal-Mart Video, TAB 6.

TAB 3, 6, 7 and 8:

Documents show little and/or Zero efforts from the Jasper County Sheriff's Office to investigate or Victim Notification Identification Cases.

TAB5: 2nd sign stolen – no effort to complete a Victim Notification Identification form.

TAB 2: Conversion of Property – Not properly Identified by Jasper County Sheriff Office, responded to 911 Call!

Request Authority granted to South Carolina State Trooper and/or Hardeeville Police.

Regards,

Greg Hackney
678-855-2975

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

Lt. Morris
Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

**RE: Charges against Hilton Head Hyundai Filed
Review, Jasper County Sheriff Office Cases
FIRST AMENDMENT RIGHTS VIOLATIONS**

Notable References regarding Hilton Head Hyundai – Jasper County Sheriff's Office – First Amendment Rights Violations:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Briefcase stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
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Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2nd Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise to the Wal-Mart parking lot with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

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3. Harassment or associated charges per Wal-Mart Video, TAB 6.

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Documents show little and/or Zero efforts from the Jasper County Sheriff's Office to investigate or Victim Notification Identification Cases.

Tab 5: 2nd Sign Stolen – no effort to complete a Victim Notification Identification form.

Tab 2: Conversion of Property – Not properly Identified by Jasper County Sheriff Office, responded to 911 Call!

Request a meeting to review TABS 1-10.

Regards,

Greg Hackney
678-855-2975

INDEX

TAB 1: Request Criminal Charges filed against Hilton Head Hyundai.

Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.

TAB 2: Request Criminal Charges filed against Hilton Head Hyundai.

Conversion of Property, August 26th, 2017 – Saturday.

Request documentation and/or statement why Deputy Sheriff Dodson did not properly
Identify Conversion of Property and file charges accordingly.

TAB 3: Case Number 2017 – 00001995, Car Keys Stolen

Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!

TAB 4: September 4th, 2017 – Monday, “Labor Day”

Request documentation and/or statement why Jasper Deputy Sheriff’s demanded I leave the
premise or be arrested.

TAB 5: Trespass Notice September 4th, 2017 – Monday, “Labor Day”

Update, Please file letter accordingly.

2nd Sign Stolen

Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a
Victim Notification Identification Form regarding 2nd Sign Stolen and follow up – Peacock Auto
Mall Cameras. Victim Notification Identification Form!

TAB 6: Case Number, 2017-2176 – Harassment/A&B by Intimidation

Update, Please file letter and documents accordingly.

Explain why video does not warrant an Arrest.

Request Criminal Charges filed against Hilton Head Hyundai Security Person.

Criminal Code 16-3-1700

TAB 7: Trespass Notice, September 22, 2017

Update, please file letter and documents accordingly.

TAB 8: Case Number 2017 – 00002597 – Larceny, Brief Case Stolen

Update, please file letter and documents accordingly. Lack of follow – witness.

TAB 9: Victim Notification Identification Form Request. Third Sign Stolen

Please file letter accordingly.

TAB 10: Name clarification for court appearance, subpoena's.

CC. (Copied)

South Carolina Troopers Office
State Troopers
407 Live Oak Road
Ridgeland, South Carolina 29936

Jasper County Clerk's Office
Attn: Margaret Bostick
265 Russel Street
Ridgeland, South Carolina 29936

South Carolina Law Enforcement Division
Attn: Thomas H. Robertson
Captain, Executive Officer-Investigative Services
4400 Broad River
Columbia, South Carolina 29221-1398

Jasper County Sheriff's Office
Attn: Chris Malphrus
12008 N. Jacob Smart Blvd
Ridgeland, South Carolina 29936

The Honorable Carmen T Mullen
Chief Administrative Judge
102 Ribaut Road – P.O. Drawer 1128
Beaufort, South Carolina 29901

Bradford Neal Martin and Associates
Attn. Brad Martin
201 West McBee Avenue Suite 302
Greenville, South Carolina 29601

Governor Office, State House
Deputy Chief of Staff
Attn: Leigh LeMoine
1100 Gervais Street
Columbia, South Carolina 29201

South Carolina Court of Appeals
Clerk of Court, Attn: Jenny Kitchings
1220 Senate Street
Columbia, South Carolina 29201

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 1

**May 24th, 2017 (Wednesday) – Fraud - Hilton Head Hyundai
2012 Hyundai Sonata New Engine Recall.
Recall - Driving Restrictions
Fraudulent Practices
Request Charges be filed against Hilton Head Hyundai.**

Deputy Chief Lt. Morris:

On May 24th, 2017 Hilton Head Hyundai used Fraudulent Tactics to Financially Benefit from a Hyundai New Engine Recall Installation paid for by Hyundai Corporation. Please review and file the appropriate charges relating to a business financially benefiting from lies, deceitful statements and actions. Details below.

(During your investigation, please obtain the "Waiver" as explained to me was presented to me by Jessica their Service Manager.)

I was informed my 2012 Hyundai Sonata failed the New Engine Test and as such I would receive a "New Full Engine Replacement" per Hyundai Corporate Office Recall. My intentions were to get the damages repaired resulting from a pot hole and drive back to Atlanta, Georgia to have the New Engine Recall completed as it would take 90 days to complete the install. After the Failed Test per Corey, Hilton Head Hyundai Service personnel, said my vehicle was un-safe and to dangerous to drive requiring me to leave my vehicle with them. (Hilton Head Hyundai Dealership) The Hyundai Corporate New Engine Recall Announcement was in December 2015 and now suddenly the vehicle was dangerous to drive as Corey demanded I leave my car with them as it was un-safe to drive.

Noted, I came into the Hilton Head Hyundai Service Center with damages resulting from driving through a pot hole the previous night. (Tuesday - May 23rd, 2017)

Upon my return to Atlanta, Georgia I visited two other Hyundai Dealership and was informed I could have driven the car back home even after the Failed Test Result.

I stopped at a Hyundai Dealership in Daytona Beach Florida in July 2016 and it is documented as such; they did not mention a dangerous engine nor a New Engine Recall. Documentation per Hyundai Sonata VIN ID.

On September 13th, 2017 I was told by Hilton Head Hyundai John Lyons that Jessica, Hilton Head Hyundai Service Manager offered me and option signing a waiver to drive back to Atlanta, Georgia clearing them of any liability. The first time I spoke to Jessica, was in June 2017; 30 days after the intake processing of my Sonata. I requested a copy of the document John Lyon referenced and have not received a copy. If the waiver would have been offered to me on May, 24th, 2017 (Wednesday) I would have signed the document and drove home upon the repairs being completed.

Other Documents Tab 1

Hyundai Engine Recall Collateral:

The mailing address associated with the envelope was unknown to Hilton Head Hyundai Corporate Office. Also, I was unaware of this address when the collateral material was sent.

Hyundai Corporation

Hyundai Sonata VIN Number Documents:
(Statement requires– Investigation)

Regards,

Greg Hackney



Hyundai Motor America
PO Box 2704
Huntington Beach, CA 92647

HYUNDAI

GREG S HACKNEY
200 RIVER VISTA DR UNIT 540
ATLANTA GA 30339-7619



PLEASE KEEP THIS BROCHURE IN YOUR SONATA'S
GLOVEBOX WITH YOUR OWNER'S MANUAL



IMPORTANT INFORMATION ABOUT ENGINE CARE FOR YOUR SONATA

2011–2014 model year Hyundai Sonata vehicles with the Theta II
2.0 liter or 2.4 liter Gasoline Direct Injection (GDI) Engine



an engine using Gasoline Direct Injection

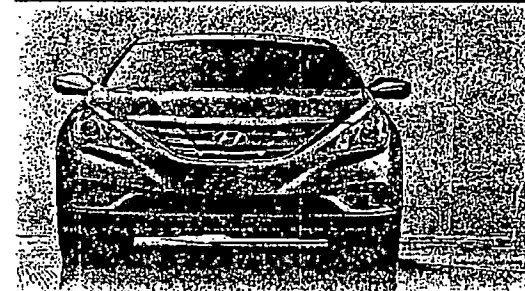
more complete combustion by direct injection as opposed to the intake manifold.

of fuel injected into the combustion more complete combustion and reduced higher compression ratio, resulting in fuel gains. However, GDI engine durability can be used and after-market air/oil filters. injectors can become clogged and engine usage. Proper oil maintenance, as well as oil and air filters, is therefore critical to

sluggish engine behavior, knocking noise, or, in worse cases, engine seizure, or stalls while driving, or engine seizure or stall.

If inspected, please contact your Hyundai dealer to have an engine inspection performed.

If circulation issues in 2011-14 Hyundai Sonatas as a manufacturing assembly issue coupled with maintenance by consumers can increase the risk of engine failure. Reflecting its commitment to customer satisfaction, the following remedies to Sonata owners:



► 2011-2012 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2011 and 2012 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2011-2012 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at www.HyundaiUSA.com/campaign132 including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at HyundaiUSA.com/campaign132.

If your vehicle does require an engine short block assembly repair, the Hyundai dealer will provide a loaner vehicle if requested. If a loaner vehicle is unavailable, Hyundai will provide full reimbursement of reasonable rental car expenses. Also, if you have to have your vehicle towed for an engine short block repair during the extended Powertrain Warranty period, Hyundai will provide reimbursement of reasonable towing fees (though you may alternatively contact Roadside Assistance for towing). You may submit your reimbursement request and supporting documentation online at the above referenced websites.

Although prior inspections may not have found issues with your vehicle, if you experience engine knocking, unusual engine noise, or illumination of the oil lamp, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed.

► 2013-2014 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2013 and 2014 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2013-2014 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at www.HyundaiUSA.com/campaign162 including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at HyundaiUSA.com/campaign162.



Hyundai Motor America
P.O. Box 20839
Fountain Valley, CA 92728-9937

Dear Sonata Owner:

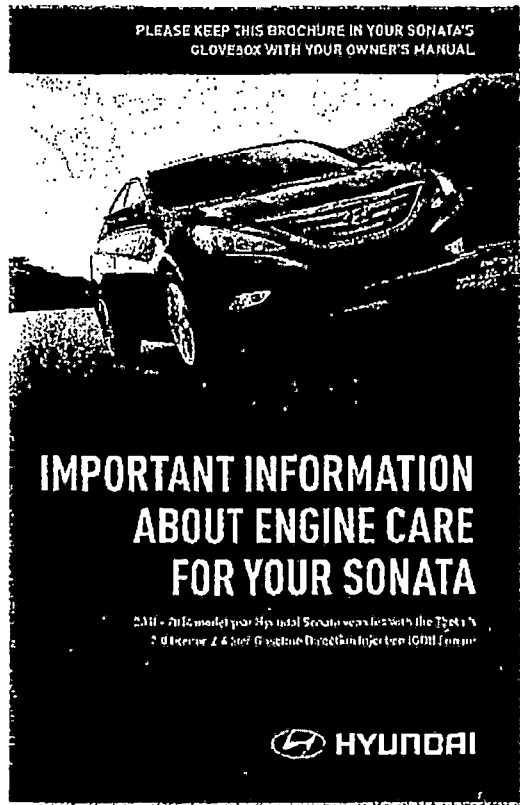
We recently mailed to you a pamphlet with important information about engine care for your Sonata vehicle.

Since the time Hyundai published the original pamphlet, we have made changes to the information regarding 2013-2014 Sonata vehicles.

The enclosed pamphlet includes **UPDATED** information regarding 2013-2014 Sonata vehicles related to a recently launched engine recall.

Thank you for your review of this important information.

Hyundai Motor America



VEHICLE INFORMATION

VIN Last 8:

VIN:

5NPEB4AC6CH403101

Q Search

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Print

PDF

Basic Vehicle Information [Whisper Tracker](#)

VIN	5NPEB4AC6CH403101	Model	SONATA (YF) 2012 Automatic
Warranty Start Date	03/13/2012 (62 months, 11 days)	Extra Warranty	CLOCK/SPRING WARRANTY EXT (17-BE-004) / SHORT BLK-WRTY EXT 16-EM-001/CLASS ACTION / MUP'S COUPLING WARRANTY EXT (17-ST-032)
Original Owner	GOLDSTEIN GERALD M	DHV Transfer Date	05/28/2015
Current Owner	GOLDSTEIN GERALD M Edit	Selling Dealer	GA037 JIM ELLIS HYUNDAI
Date Wholesale	03/05/2012	Date Retail	03/13/2012
Wholesale Dealer	GA056 LEGACY HYUNDAI OF McDONOUGH	Retail Dealer	GA037 JIM ELLIS HYUNDAI
Retail Flag	Y	Production Date	02/28/2012
Emission Type	50-STATE	Allocation Date	02/16/2012
IQS / CSI / VDS / Others		Branded / Warranty Info	
Customer Loyalty	2 Hyundai's in household	Service Interval	Severe
Dealer Case Management	No	Fleet Type	RETAIL

Detail Vehicle Information

Campaign Not Performed (0 Found)

Campaign Code	Recall	Campaign Description	Campaign Start Date	Vin Activation Date	Mst Date	Campaign Bulletin
160	Y	ANCHOR PRETENSIONER INSP (TSB#17-01-025)	03/21/2017	03/21/2017	05/04/2017	Q Inquiry
132	Y	ENGINE INSPECTION/REPLACE-TSB#15-01-040	12/07/2015	12/07/2015	01/25/2016	Q Inquiry
935		55CA03R0 - SONATA ECM UPDATE-DTC P0087 (15-018)	03/12/2015	03/12/2015	07/27/2015	Q Inquiry
123	Y	41CA06R0 - SHIFT LEVER CABLE (TSB#14-01-033)	08/20/2014	08/20/2014	09/03/2014	Q Inquiry

Blue Link Information

Blue Link Enrollment Status	N/A Blue Link Enrollment Detail	Maintenance Alert	History
Blue Link Equipped	No	Last Service Check	N/A
Monthly Vehicle Report	09/13/2012 11:19 AM Print	SVR Status	N/A

Blue Link Outstanding Alerts (0 Found)

Last Report Date	Alert Start Date	Mileage	Code Description	Type
No data available in table				

Service Contract (0 Found)

Warranty Claim History (8 Found)

Dealer Code	Claim Number	Repair Order	Repair Date	Repair Mileage	Operation Description
GA056	501201	W05012	03/03/2012	5	PRE-DELIVERY INSPECTION/SERVICE

Service Contract Claim History (0 Found)

Maintenance History (30 Found)

Dealer Code	RO#	RO Date	Mileage	Dealer Phone#	Customer Pay	Internal Pay
FL074	79152	08/31/2016	58,950	786-255-0374	Yes	No

GA037	319073	09/21/2013	21,753	770-454-6789	Yes	OIL
GA037	670733	05/15/2012	3,479	770-454-6769	No	OIL
GA037	711851	09/15/2012	7,320	770-454-0709	No	OIL

Blue Link Alert History (0 Found)

Vehicle Information

VIN List B

VIN



SNPE04AC8CH483101

Search

Basic Vehicle Information

Window Sticker

VIN	SNPE04AC8CH483101	Model	SONATA (YF) 2012 Automatic
Warranty Start Date	03/13/2012 (64 months 19 days)	Extra Warranty	CLOCKSPRING WARRANTY EXT (17-BE-001) // SHORT BLK-WRTY EXT (16-EM-001)/CLASS ACTION // MOPS COUPLING WARRANTY EXT (17-ST-002)
Original Owner	GOLDSTEIN, GERALD M	DMV Transfer Date	05/28/2015
Current Owner	GOLDSTEIN, GERALD M	Selling Dealer	GA037 JIM ELLIS HYUNDAI
Date Wholesale	03/05/2012	Date Retitled	03/13/2012
Wholesale Dealer	GA056 LEGACY HYUNDAI OF McDONOUGH	Retitled Dealer	GA037 JIM ELLIS HYUNDAI
Retail Flag	Y	Production Date	02/23/2012
Emission Type	10-STATE	Allocation Date	02/16/2012
IOS / CSI / VDS / Others		Branded / Warranty Info	
Customer Loyalty	New to Hyundai	Service Interval	Severe
Dealer Case Management	NA	Fleet Type	RETAIL

Campaign Not Performed (0 Found)

Campaign Code	Recall	Campaign Description	Campaign Start Date	Vin Activation Date	Mail Date	Campaign Bulletin
No data available in table						

Expand All ☐ Collapse All

Print PDF

Detail Vehicle Information

Blue Link Information

Blue Link Enrollment Status	Expired Blue Link Enrollment Detail	Maintenance Alert	History
Blue Link Equipped	Gen1	Last Service Check	N/A
Monthly Vehicle Report	09/13/2012 11:19 AM	SVR Status	N/A for Gen1

Blue Link Outstanding Alerts (0 Found)

Last Report Date	Alert Start Date	Mileage	Code Description	Type
No data available in table				

Service Contract (0 Found)

Warranty Claim History (5 Found)

Dealer Code	Claim Number	Repair Order	Repair Date	Repair Mileage	Operation Description
SC033	23102A	723102	05/24/2017	84,944	INSPECT/REPL 2.4 L ENGINE
SC033	21102B	723102	05/24/2017	84,944	SONATA ECM UPDATE-DTC P0067 (15-01 010)
SC033	23102C	723102	05/24/2017	84,944	SHIFT LEVER CABLE
SC033	23102D	723102	05/24/2017	84,944	ANCHOR PRETENSIONER INSP
GA056	501201	W05012	03/03/2012	6	PRE-DELIVERY INSPECTION/SERVICE

Service Contract Claim History (0 Found)

Maintenance History (6 Found)

Dealer Code	RCM#	RD Date	Mileage	Dealer Phone#	Customer Pay	Internal Pay
FL074	79452	08/31/2016	58,850	286-255-9374	Yes	No
GA037	319079	09/21/2010	21,753	770-454-6789	Yes	OK
GA037	670733	06/15/2012	3,479	770-454-6789	No	Oil
GA037	711851	09/15/2012	7,328	770-454-6789	No	OK
SC033	720102	05/24/2017	84,945	843-208-1234	Yes	No
SC033	730625	06/29/2017	94,947	843-208-1234	Yes	No

Blue Link Alert History (0 Found)

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 2

Conversion of Property, August 26th, 2017 - Saturday
Request Criminal Charge Filed: Hilton Head Hyundai

Deputy Chief Lt. Morris:

I request charges be filed against Hilton Head Hyundai and/or Jessica their Service Manager, for a crime as described below. I believe it would fall under Conversion of Property!

Explanation why Deputy Sheriff Dodson did not properly notify Conversion of Property upon viewing the receipt of my payment balancing the Hilton Head Hyundai Service Order to ZERO and refusal of Hilton Head Hyundai to return my vehicle.

Sheriff Deputy Hunnicutt and Sheriff Deputy Dodson were present and will confirm Hilton Head Hyundai would not return my vehicle after making the \$1,000 deductible payment to cure the balance of my Hilton Head Service Order Agreement – ZERO Balance. Their statements as legal authority will confirm the conversion of my property. Hilton Head Hyundai had no legal right to add a condition upon the return of my vehicle after I paid the Hilton Head Hyundai Service Order balance; the Hilton Head Hyundai condition set was the return of a Hertz Rental Car contracted to me, Greg Hackney. Thus, upon not returning my vehicle after payment Jessica, Hilton Head Hyundai Service Manager and/or the Hilton Head Hyundai Dealership Converted my Property which is a Criminal Act.

Sheriff Deputy Dodson agreed with Hilton Head Hyundai and made the return of my vehicle conditional upon me returning in the Hertz Rental Car in my possession. Noted, there were not any Hertz Rental Car personnel present on August 26th, 2017 during the condition set for the return of my 2012 Hyundai Sonata. Also, Sheriff Deputy Dodson did not require me to return the Hertz Rental Car as an act separately as it was not reported stolen by Hertz Rental Car as such I could have driven away that afternoon in the rental car.

Deputy Sheriff Dodson demand only re-affirmed the condition set by Hilton Head Hyundai (a noted Criminal Act – Conversion of Property) ie. I must return the Hertz Rental Car prior the return of my car. Also, Deputy Sheriff Dodson's demand was an unauthorized requested action by Legal Authority!

The Hilton Head Hyundai Service Order balance was ZERO, thus my car should have been returned regardless of the Hertz Rental Car return; not including the balance owed had ZERO significance as Deputy Sheriff made as point of reference!

Other Documents Tab 2

Geico Policy

Declaration Page.

Geico Adjuster Email

Geico will cover related charges. (noted, balance was paid by Geico)

Hertz Rental Car, Statement of charges

Unidentified Fraudulent Payment, Customer Balance. Invalid Credit Card Number and Unidentified payment Authority. (Discussion and additional Statement required.)

Deputy Sheriff Dodson handwritten note.

Missing the agreed upon Statement.

Check (copy)

Hilton Head Hyundai - \$1,000 (Copy)

August 25th, 2017 - Friday

Upon arriving I spoke to Mickey, Hilton Head Hyundai Service Person, and reviewed many missing replacements, repairs and other issues including the New Engine per Manufacturer Recall. (Hyundai Corporation) I immediately noticed the Mid-Section Under Garment Protection Unit was not replaced as I had delayed my return and a Hilton Head Hyundai Supplemental Service Order was required to complete the replacement. (July 28th, 2017)

The New Car Sales Manager informed me they only replaced the Radiator Protection Under Garment, as the Mid-Section Under Garment was not approved by Geico. I also addressed the New Engine and requested documentation, Mickey said there was no documentation confirming my new engine only commenting "it looks new" after I opened the hood of the car.

The Full Muffler Assembly Unit was replaced as a result of the pot hole damage; the Mid-Section Under Garment Protection was RIPPED during the accident and drug into the Hilton Head Hyundai where it was removed. The Protection Garment protects the Full Muffler Assembly Unit.

Sonata:

1. Mid-Section Under Garment Protection Unit not replaced as approved on July 28th, 2017 Hilton Head Hyundai Supplemental.
2. New crack on the lefts side of the front window, New Window Replacement.
3. Black cover behind front bumper (that was replaced not replaced including silver paint splattered.
4. Severely damaged right front wheel cover. Noted, wheel rim, tire and tire protection garment was replaced.
5. New Dent on the left side quarter panel.
6. The car was filthy, I opened the door and there were roaches and spider webs visible.
7. No Documentation per New Engine Recall.

8. Left Rear CV Joint

Underlined = There were two Geico Supplemental Records and payments related to the May 23rd, 2017 damages. A review of my vehicle and approved damages with Buck, Geico Adjuster, took 5 minutes and payment given to me as such; the reviews were in parking lots. These payments directly to me confirm Hilton Head Hyundai effortless communication with Geico to review the associated damages related to the accident on May 23rd, 2017. (May 23rd, 2017 = Tuesday)

Upon re-entering the Hilton Head Hyundai Dealership I was clearly disturbed by the damage not repaired/replaced, filthy car with roaches, spider webs and zero documentation confirming my engine replacement as per the Manufacture Recall. (Hyundai Corporation) The Hilton Head Hyundai Service Manager, Jessica, came out of her office and I asked to speak to her Boss, the Owner or General Manager. A gentleman approached and walked me to an office and asked a Sales Person to leave; three to five minutes into the conversation I asked who he was, and he replied the New Car Sales Manager. (Clearly an unethical and unprofessional effort as I requested her Boss, the Owner or General Manager) I reviewed the issues as per above and specifically asked why the Mid-Section Under Garment Protection was not on the car as service order documentation noted completed and I had delayed my departure because of the July 28th, 2017 Supplemental Service Order; upon returning he let me know it was the Radiator Under Garment Protection replaced as the Mid-Section was not approved by Geico.

The Full Muffler Assembly Unit was replaced as a result of the pot hole damage; the Mid-Section Under Garment Protection was RIPPED during the accident and drug into the Hilton Head Hyundai where it was removed. The Protection Garment protects the Full Muffler Assembly Unit.

As a previous conversation with Jessica, he also explained that Hilton Head Hyundai Dealership does not get involved in estimation or quotes as they will only do what the associated insurance company quote informs them is approved replacement or repair. (ANOTHER LIE) I received a hand written quote from Corey while waiting for the Recall Engine Test Result. I ended the conversation and attempted to pay the \$1,000 deductible and return to Atlanta, Georgia to address the associated issues.

I wrote a check and an unethical and cohesive effort including the General Manager to get their check system machine to read the numbers at the bottom of the check but was unsuccessful. The Summons/Complaint from First Team Hilton Head Hyundai LLC dba Hilton Head Hyundai noted my check was declined. The check was never successfully entered into their system for review; as such, after multiple lack luster attempts I left and said I would return the following day. As per above Sonata 1-8, the Unethical and Zero Integrity attempts to approve my check I began to realize the Unprofessionalism and ZERO Integrity related to the Hilton Head Hyundai Dealership.

NOTED:

The following day, Saturday August 26th, 2017 a Publix and Wal-Mart check system machine accepted the same exact check as the numbers were easily read; my research confirmed they could have called their machines customer service 800 number and given the checking account number for approval. Also, they own 6 other dealerships in walking distant that could have easily been used to confirm if the issue was their machine or my check thus approval or denied could be confirmed. Also, I have confirmed with First Citizens Bank that my account has never been reported to a third-party check processing company and is currently in Good Standing including on the August 25th, 2016 when the attempts to enter the check occurred.

As noted above:

The Summons/Complaint noted that my check was denied by their check systems service. FALSE STATEMENT as spoken to me and witnessed by me the check unreadable by their machine as such it was never approved or denied.

Documentation:

First Citizens Bank

Bank Letter confirming my checking account number ending in 2709 has never been sent to any check cashing service and my account is and has been in good standing.

Wal-Mart

Requested Saturday August 26th, 2017 check approval documentation.

Publix

Requested Saturday August 26th, 2017 check approval documentation.

Hertz Rental Car:

Prior arriving, I informed Hertz Rental Car Person, located at the Hertz Rental Car – New River Auto Mall, that I was picking up my Sonata and would be returning my rental car that afternoon. I followed up with them and would be returning the vehicle in the morning; they commented that they would be reporting my car stolen because I did not return it that afternoon. I explained to him the car would be returned the following day as I needed get my thoughts around all of the issues that just occurred. He kept demanding my Credit Card as I mentioned that it was not necessary because my Geico Policy had a 50-day Rental Car Allowance (per \$30 a day) and I was *not* near this time frame; I had already sent a copy of the Geico Declaration Page confirming the rental coverage. Attempts to call my Geico Representative were unsuccessful; he was on FMLA and not available. The balance was estimated to be \$341.00. I was astonished why he (Hertz Rental Car Person at the New River Auto Mall location) would report my rental car stolen because my Sonata was at the Hilton Head Dealership and it located in the New River Auto Mall – location as Hertz Rental Car.

Saturday - August 26th, 2017:

Hilton Head Hyundai Third Party Check System Machine:

Suspect of Hilton Head Hyundai efforts entering my check into their check system machine I stopped by Publix and Wal-Mart; their check system service accepted the same exact check as the numbers were easily read; regardless, if it was the same third-party check system company two different machines and/or check out registers easily read the numbers on the bottom of the check resulting in an approval to write a check to their business for purchases. Also, my research confirmed Hilton Head Hyundai could have called their third-party check system customer service 800 number and given the checking account and/or Driver License number for approval.

Hilton Head Airport:

I was concerned about my Hertz Rental Car and Hilton Head Hyundai Ethics and Integrity so I drove to the Hilton Head Hyundai Airport to return my Hertz Rental Car and get the proper Car Rental RETURNED documentation including information if the rental car was reported stolen. I spoke to the representative at the Hertz Rental Car located in the airport and she told me they were a different Hertz Rental Car and on a different system so she could not officially check in my car, give me the proper documentation I had returned the rental car and provide information the Hertz Rental Car was not reported stolen. My concerns were heightened as she commented I was to return the car to the New River Auto Mall - Hertz Rental Car location where I rented the car.

NOTED: I DID NOT PROVIDE HER WITH ANY OF MY PERSONAL INFORMATION INCLUDING THE RENTAL AGREEMENT. HOW DID SHE KNOW WHO I WAS OR WHERE I RENTED THE CAR? DISTURBING!

I told her the Hertz Rental Car location in the New River Auto Mall was closed; she called them and was informed they were open until 3:00 PM but when I returned around 12:30 PM they were closed so I called my New River Auto Mall Hertz Rental Car Person and he confirmed they close at noon. Who was she talking to?

Upon leaving I asked a local Deputy Sheriff standing outside the airport entrance to witness her comments, they were a different Hertz Rental Car even though they had the same Hertz Rental Car name and located in the Hilton Head Airport. He refused, commenting that I should get a lawyer; I made derogatory comments towards him surprisingly and resulting in no action by him. I returned to Hilton Head Hyundai to make my \$1,000 deductible payment and drive back to Atlanta, Georgia.

New River Auto Mall name changed to Peacock Auto Mall. (Week of August 28th, 2017)

CONVERSION OF MY PROPERTY: CRIMINAL ACT!

Hilton Head Hyundai:

Denied the return of my vehicle after making my \$1,000 Deductible Payment:

I returned from the airport and made a \$1,000 credit card payment to Jessica; upon such payment Jessica, Hilton Head Hyundai Service Manager, then stated inclusive of my \$1,000 payment that cured my Hilton Head Service Order Agreement I was required to return the Hertz Rental Car prior receiving my car. I was shocked and explained Hilton Head Hyundai had no legal right not to return my car.

Jessica refused to return my car and I explained they were two exclusive contracts with my name on each as such they had no right to include the return of my rental car before receiving my car in their possession after curing my Hilton Head Hyundai Service Order balance to ZERO! The Hilton Head Service Service Order - Invoice does not state or include any contractual alignment to any Hertz Rental Car Agreement.

I explained the Hertz Rental Car located on their premise was closed and my intentions to return the car to the Hilton Head/Savannah International Airport; insuring it was properly returned and I received the associated documentation. The Hertz Rental Car on their premise was closed and I was not going to just leave my car with Hilton Head Hyundai who had prior demonstrated ZERO Integrity and Ethical standards. Also, I wanted to confirm the car was not reported stolen, explain my policy covered the balance and get the documentation the car was returned. (Hilton Head/Savannah Airport)

Hyundai Corporation did provide payment for the time period associated with the New Engine Recall as such it was complete and the current time period was under my Geico Policy. The Hertz Rental Car Agreement was contractually aligned to me, Greg Hackney.

I informed her I was going to call the police as such I reached for their land line phone only to be stopped as she grabbed my hand; I began using my cell phone to make the call but when she walked away I used their land line as I wanted the 911 call to be from their location. I connected to 911 dispatch and requested an officer to retrieve my Sonata from Hilton Head Hyundai. I was asked to wait outside and leave the building as such I waited outside.

Deputy Sheriff Hunnicutt Perceived Deception:

Employee (Part-Time) of Peacock Auto Mall working as their Security Officer on Saturday August 26th, 2017.

A few moments after the 911 call a person driving a Black Tahoe drove up and was in a Deputy Sheriff's uniform with the associated badges. I explained in detail the issues and concerns; I also showed him the two contracts (Hilton Head Hyundai Service Agreement/Hertz Rental Car Agreement) and the \$1,000 Deductible payment receipt that cured my outstanding Hilton Head Hyundai balance to the associated agreement. I requested him to get my car was informed another Deputy Sheriff was coming and upon his arrival I repeated the same.

(Also, explained documentation regarding the New Engine Recall.)

I was not informed Deputy Sheriff Hunnicutt was at current their security; as such, I would not have wasted my time explaining to him my concerns or request him to retrieve my car. I learned of his dual role and was disappointed at his/my perceived misguided use of authority.

Deputy Sheriff Dodson:

As stated to Deputy Hunnicutt I repeated the same then he entered the Hilton Head Hyundai Dealership to review their comments. Upon returning, he said there was a \$341 balance. I asked him if the car was reported stolen and he replied "no" as such I explained if the car was not reported stolen and he had no jurisdiction and thus I was going to return the car at the Hilton Head/Savannah International Airport. He informed me the Hertz Rental Car was to be returned defined by putting the keys in their associated drop box prior me receiving my car. I was dumbfounded at his request as I explained that regardless if there was a balance Geico was going to handle and this was a civil matter; also, he was out of his authority per his request.

Noted: Geico did make the full payment for related Hertz Rental Car- Hilton Head Hyundai.

Regardless, he was stern/no other option to retrieve my Sonata - I must return the Hertz Rental Car at the New River Auto Mall as such I agreed if he would put in writing I refused his request and the car was not reported stolen. (I had no other Option) He agreed and upon returning the keys into the Hertz Rental Car drop box he did write a note but did not include my request to include **I refused his request and the car was not stolen;** he commented it was recorded on his Body Cam so he was not required to put in writing. I was furious and let him know he lied to me; he got in his car and drove away. I did receive my car upon return of the Hertz Rental Car. **Documented Deputy Dodson's Note included.**

Hilton Head Hyundai Activity

On a poster board I wrote Hilton Head Hyundai, Lies, Lies, and Lies

I went to the local Wal-Mart next to the Hilton Head Hyundai Dealership and bought a poster board and wrote Lies, Lies, and Lies and began walking back and forth in front of the Hilton Head Hyundai Dealership. I was surprised and shocked that their employees including the New Car Sales Manager, General Manager and Sales Personnel drove up in their golf carts cussing me and making derogatory comments about me. Also laughing and making the same at my sign as it was raining and in poor shape.

Sunday - August 27th, 2017:

Upon witnessing their Unethical and Unprofessional Behavior I decided to make a more readable sign and return to their location the following day and begin my activity in front of the Hilton Head Hyundai

Dealership; my thinking, eventually I would be able to speak to the owner as Jessica did not follow Basic Business Practices when I appropriately asked to speak to him/her.

Thursday - August 31st 2017:

Peacock Auto Mall Manager attempt to deflate the Serious Issue with Hilton Head Hyundai Holding My car after payment rendered.

In the afternoon a gentleman who identified himself as a Manager from one of their other Dealerships and commented he had spoken to O.C Welch. We discussed my issues including an attempt he made to convince me they owned Hertz Rental Car thus deflating the Conversion of Property Criminal Act that occurred on Saturday August 26th, 2017; ANOTHER LIE as I informed him Hertz Rental Car does not franchise their Car Rental Business.

I was later informed the person was in fact one of the Managers at Hilton Head Hyundai! ANOTHER LIE!

Thursday - September 7th, 2017:

I drove to the Sheriff's office for the 11:00 PM meeting.

Sheriff Malphrus cancelled the Meeting but Deputy Sheriff Smith came out on his behalf – we reviewed issues to date. We also discussed the flawed thinking by Deputy Sheriff Dodson that occurred on August 26th, 2017 regarding him forcing me to return my Hertz Rental Car when it was not reported stolen including a condition to retrieve my Sonata. (Conversion of Property) He agreed it was a mistake. Per Criminal Code, a Deputy Sheriff is required to notify if Conversion of Property is applicable. I also discussed another specific concern as I chased a criminal into the Peacock Auto Mall after he stole my sign and was given a No Trespassing Notice. Noted, other issues - stolen car key, 2 stolen signs and car breach as doors open and inside of vehicle drench etc.

Clarification:

Discussions regarding the Hertz Balance \$341! (Final Hertz Invoice was different)
OC Welch, he stopped by and asked about my issues with Hilton Head Hyundai.

Regards.

Greg Hackney

Jasper County Sheriff Office
Deputy Sheriff Hunnicutt
Deputy Sheriff Dodson
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

9/26/17

T. deputy, dallas witnessed

Greg Mackney deposit his rental

keys into the Hertz drop box.

This incident was recorded

on my Taser body camera.

End

Deputy D.A. Osborn

SCSO

Hertz
HACKNEY, GREG

4 RN RR H22854893
VIN# 6NPE24AF4GH395419

PO# 840057

FUEL: 6/8 OUT 0/8 IN
COMPANY RATE 48 @ \$ 30 /DAY \$ 1440.00
30 @ \$ 28.75 /DAY \$ 862.50

RENT RATE 17 @ \$ 28.75 /DAY \$ 488.75

ADJUSTMENTS \$ -94.08
SUBTOTAL T \$ 2803.09

CHARGES ADDED DURING RENTAL

LDW DECLINED \$
PDW DECLINED \$
LIS DECLINED \$
PALPEC DECLINED \$

FUEL & SERVICE \$0.99 GALLON/TANK CAP 18T \$ 134.87

SERVICE CHARGES/TAXES

SURCHARGE \$ 186.20

TAX 8.00 % ON EST. TAXABLE TTL \$1578.24 \$ 142.04

COMPANY CHARGES* \$ 2444.22
CUSTOMER CHARGE \$ 718.06

COPIED ON: VI XXXXXXXXXXXXXXX6613 \$ 716.06
CUSTOMER BALANCE \$ 0.00
COMPANY BALANCES*

FOR EXPLANATION OF THE ABOVE CHARGES,
PLEASE ASK A REPRESENTATIVE OR GO TO
WWW.HERTZ.COM/CHARGEEXPLAINED

VEHICLE: 01398741160008 HYUNDA LIC: GA RAP8528
RENTED: NEW RIVER HLE 05/24/2017 11:20
RETURN: NEW RIVER HLE 08/28/2017 23:50

AN ADJUSTMENT FOR \$ -94.08 HAS BEEN APPLIED TO YOUR
RENTAL. PLEASE ACCEPT OUR APOLOGY FOR ANY
INCONVENIENCE YOU MAY HAVE EXPERIENCED DURING
YOUR RENTAL.
STATEMENT OF CHARGES - NOT VALID FOR RENTAL

Hertz
HACKNEY, GREG

4 RN RR H22854893

VEHICLE 013987411606 VIN# 6NPE24AF4GH395419
LIC GA RAP8528CLS F 16 HYUNDA FUEL: 6/8 OUT 0/8 IN

DETAIL OF COMPANY CHARGES
CDP 2036970 HILTON HEAD HYUNDAI

PO# 840057

COMPANY CHARGE \$ 1440.00
COMPANY BALANCE \$ 1440.00
CDP 1848800 GEICO MACON HIR9
CL# 0127204670101060
COMPANY CHARGE \$ 1004.22
COMPANY BALANCE \$ 1004.22

HOW WAS YOUR EXPERIENCE?
WE'D LIKE YOUR FEEDBACK.

- 1) Visit WWW.HERTZSURVEY.COM
- 2) Enter Access Code: 0550802
- 3) Take Brief Survey

STATEMENT OF CHARGES - NOT VALID FOR RENTAL
Rental Company - The Hertz Corporation

Abele, William

From:

Abele, William

Sent:

Wednesday, September 06, 2017 9:42 AM

To:

Abele, William

08/31/2017 02:16 PM Placed OBC to P/H per request and left VM with the plan we have set to take care of rental.

Communication Entire Claim

James Brunson

Edit 08/31/2017 02:15 PM Called Hertz rental car

Customer serv rep adv he could send an Email with the final Bill per SUP B Putnal approval I adv her Email and claim number



Tel: 1-800-841-3000

GEICO INDEMNITY COMPANY
One GEICO Center
Macon, GA 31295-0001

Date Issued: May 18, 2016

GREG S HACKNEY
30 OLD VERMONT PL
ATLANTA GA 30328-4760

Email Address: gshconsulting@icloud.com

Named Insured

Greg S Hackney

Additional Drivers

None

Vehicle

VIN

Vehicle Location

**Finance Company/
Lienholder**

1 2012 Hyundai Sonata GLS 5NPEB4AC8CH483101 Atlanta GA 30328

Coverages*

Limits and/or Deductibles

Vehicle 1

Bodily Injury Liability		
Each Person/Each Occurrence	\$25,000/\$50,000	\$175.00
Property Damage Liability	\$25,000	\$181.80
Uninsured Motorist Bi - Add-On		\$57.90
Each Person/Each Occurrence	\$25,000/\$50,000	-
Uninsured Motorist Pd - Add-On	Non-Ded	\$0.00
	\$25,000	-
	250 Ded	\$52.20
Comprehensive	\$1,000 Ded	\$240.50
Collision	\$1,000 Ded	\$15.80
Emergency Road Service	Full	\$67.80
Rental Reimbursement	\$50 Per Day	-
	\$1500 Max	\$791.00
Total Six Month Premium		

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Declarations Page

This is a description of your coverage
Please retain for your records.

Policy Number: 4417-99-29-24

Coverage Period:

07-01-16 through 01-01-17

12:01 a.m. local time at the address of the named insured.

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 3

Case Number, 2017- 00001995 Stolen Car Key
Reporting Officer: Deputy Sheriff Hartley
Incident Update/Filing

Jasper County Sheriff Records:

-Deputy Sheriff's Office follow up regarding Suspect.

Friday - September 1st, 2017:

Car Keys Stolen: (Jasper County Sheriff Summary Report)

I was walking in front of the Peacock Auto Mall about 75 yards from where I kept my briefcase; it was located on/and or next to the cable identification pole in front of the Hilton Head Hyundai Dealership. (A very bright yellow jacket was hanging on the pole)

As I turned around I noticed a person standing next to the pole; I immediately started walking towards him as such he walked directly to the Peacock Auto Mall Sign about 25 yards from the cable identification pole. I walked towards him remaining a path along the Dealerships (not the median) and asked him why he was standing next my briefcase in which he replied he was looking for the power outlet/circuit breaker boxes. The power outlet/circuit breakers are located on the other side of the ditch and in clear view from the sign as someone had cut the hedges near where they are located.

I then walked towards the Peacock Auto Mall Sign and watched him fiddle with the pine needles under the sign for 10 minutes; clearly, a diversion because he was not there to do anything regarding the sign. I asked him his name and he replied "Shawn."

I looked for my wallet, other items and all seemed accounted for; but I remembered the car key was missing and such confirmed it was not there. **STOLEN!**

-Deputy Sheriff Office follow up regarding the Suspect, Shawn!

No, as per no notes after Narrative!

-Deputy Sheriff's Office follow up to me regarding anything regarding the incident!

No!

-Narrative:

Missing Time Stamp – Date and Time of Deputy Sheriff Hartley Data Entry.

-Jasper County Court Documents

"Josh vs. Shawn"

Person of Interest: Shawn, make Sense to investigate?

No attempt was made to confirm if a person from the sign company or other entity was there to review the new Peacock Auto Mall Sign install? The individual was in brown pants and button down shirt as it appeared a management person; interesting he did not know where power outlets/circuit breaker was related to the Peacock Auto Mall sign?

Subpoena call records regarding Deputy Sheriff Hartley attempts to contact a sign Company or Peacock Auto Mall regarding any such persons.

The Keys did not fall out of Pocket:

My written statement does not state any concern as such, only the deputy comments. I searched the path I walk prior calling the Sheriff's Office as a courtesy to them as they would have asked; I was wearing gym shorts that would prevent any such result and as noted they were not in my shorts. I put them by the Cable Notification Box where I saw an individual standing over my property.

Cable Notification vs. Circuit Breakers:

Good Grief, they are located in different directions from the Peacock Auto Mall Sign. The location of the cable notification post dug into the ground on the property of the State of South Carolina HWY 278 is no more than 10 feet from the Highway. The cable notification post is a plastic cylinder post not a green metal box.

Voluntary Statement:

I completed the document in the Wal-Mart parking lot as requested by Deputy Sheriff Hartley upon her arrival, per 911 Call.

Other Documents Tab 3

Jasper County Summary

Stolen Car Keys

Regards,

Greg Hackney

Jasper County Sheriff Office
Deputy Sheriff Hartley
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

Jasper County Sheriff's Office

Summary

Print Date/Time: 11/30/2017 09:28
Login ID: bbrown
Case Number: 2017-00001995

ORI Number: Jasper County Sheriff's Office
SC0270000

Case

Case Number: 2017-00001995
Location: 225 DRIVERS WAY
Hardeeville, SC 29927
Reporting Officer ID: S25 - Hartley

Incident Type: Suspicious Event
Occurred From: 09/01/2017 14:48
Occurred Thru: 09/01/2017 14:48
Disposition:
Disposition Date:
Reported Date: 09/01/2017 14:48 Friday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
-----	-----------	------------	---------	-------------	--------

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Complainant	1	hackney, greg	619 SYCAMORE ST DECATUR, GA		White	Male	04/20/1965 52

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
------------	------	---------	-----------	------	-----

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
------	------	------	------	-------	-------------	---------	----------

Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State
-----	------	--------------	------	------	-------	-------	---------------	-------

Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

Narrative

ON THE ABOVE DATE AND TIME, I DEPUTY HARTLEY RESPONDED TO 255 DRIVER'S WAY IN REFERENCE TO POSSIBLY STOLEN KEYS. ONCE ON SCENE, I MADE CONTACT WITH THE COMPLAINANT, GREG HACKNEY WHO HAD BEEN PROTESTING THE BUSINESS (HILTON HEAD HYUNDAI) FOR SEVERAL DAYS. MR. HACKNEY STATED THAT DURING HIS PICKETING THIS AFTERNOON, HE WITNESSED AN UNKNOWN MALE NEAR HIS PERSONAL BELONGINGS ON THE SIDE OF THE ROAD. MR. HACKNEY STATED THAT HE WHEN HE BEGAN APPROACHING THE MALE, THE MALE BEGAN TO WALK TOWARDS AN ADVERTISING SIGN. MR. HACKNEY STATED THAT HE ASKED THE MALE WHY HE WAS NEAR HIS BELONGINGS TO WHICH THE MALE REPLIED "I'M LOOKING FOR THE BREAKER BOX FOR THIS SIGN". MR. HACKNEY STATED THAT HE POINTED OUT THE BOX TO THE INDIVIDUAL AND ASKED FOR HIS NAME TO WHICH THE MAN REPLIED "SHAWN". MR. HACKNEY STATED THAT HE THEN WENT TO INVENTORY HIS ITEMS AND DISCOVERED THAT HIS KEYS WERE MISSING. MR. HACKNEY ALSO STATED THAT IT IS POSSIBLE THAT HE MAY HAVE LOST HIS KEYS DURING HIS WALKING BUT THAT HE BELIEVES THAT HIS KEYS WERE STOLEN.

Victim Statement

**VOLUNTARY STATEMENT
(NOT UNDER ARREST)**

17-1995

PAGE NO. _____ OF _____ PAGES

I, GREG HACKNEY, am not under arrest for, nor am I being detained for any criminal offenses concerning the events I am about to make known to HARTLEY.
Without being accused of or questioned about any criminal offenses regarding the facts I am about to state, I volunteer the following information of my own free will, for whatever purposes it may serve.

I am 52 years of age, D.O.B. 11/20/1965 and I live at 1619 Sycamore St. Decatur, GA

9/1/11
I left keys to house next to car's notification tag; 10 years
before this my Barb - case stewardess says I'm surprised,
about 3 hours later I was 50 yards past kitchen door & saw a
gentleman running over road (noticed as over my shoulder & heard)
tough & noisy voice, she knew him he V-lives to a good woman
the sign "Dunkin' Donuts Make I know walk ahead, to him &
he says he was looking for" since Spencer - via for the sign

I looked at photo of all appeared as "foreign I left kind there"

As I then watched him to minimize at the same time
over a few there appeared him a name his name "Shawn"

I was later excited that mission to return I was with
brothers and was I went back to camp and then

I have read each page of this statement consisting of 1 page(s), each page of which bears my signature, and corrections, if any bear my initials, and I certify that the facts contained herein are true and correct.

Dated at 1607 W.D., this 1 day of Sept., 2014

WITNESS: [Signature]

WITNESS: _____ Signature of person giving voluntary statement

Signature of person giving voluntary statement

VSMU 101-2

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 4

**Jasper County Deputy Sheriff's Request. Leave Premise – State HWY 278.
Monday, September 4th, 2017 - Labor Day
Request for Documentation, Reason for Request – Laws Broken?**

Deputy Chief Lt. Morris:

Request for Data

- 1. What laws were broken per their request for me to leave premise or be arrested?**
- 2. Name of the two Deputy Sheriff's with Deputy Sheriff Hunnicutt; one was in a Jasper County Official Sheriff's Vehicle and the other was driving a Black Truck.**

Labor Day, September 4th, 2017 - Monday

I was in the median on State Highway 278 doing activity informing the public of Hilton Head Hyundai Dealership's behavior when three vehicles and personnel described below drove up and told me I had to stop my activity and leave the premise (State Highway 278) or be arrested.

Jasper County = Deputy Sheriff – State Highway 278 = South Carolina State Highway

1. Deputy Sheriff Hunnicutt, Black Tahoe.
2. Deputy Sheriff, unknown name, Official Deputy Sheriff Vehicle.
3. Deputy Sheriff, unidentified Black Truck.

NOTED:

I was not arrested even though I was threatened if I returned; two hours later I did return with a new sign, per one stolen moments after asking me to leave the premise. This confirms their lack of authoritative rights and purpose for request to leave premise by threatening arrest as only an Intimidation and Harassment Tactic.

Other Documents Tab 4

Daily Data

Copy, one of many – example of the daily data I gave to Sheriff Malphrus per my activity.

Monday "Labor Day" - September 4th, 2017

Trespassing Notice:

Two Deputy Sheriff's and Deputy Sheriff Hunnicutt informed me that Sheriff Malphrus said I was done for the day and I was to leave the median (State of Carolina State Highway 278) in front of Peacock Auto Mall. They did explain what I did wrong as they repeated "the Sheriff has had enough and I needed to leave" so apparently this was the reason. I decided to leave after I told them the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise, no reply.

I informed them I was going to return in a few (1-2) hours as it was becoming a scene with 3 vehicles present in the median (Hunnicutt's Tahoe, Deputy Sheriff and his Official Car and an Unidentified Person in a Black Truck) and the Employees of Hilton Head Hyundai Dealership – Peacock Auto Mall across the street clapping and making noise I was being forced to leave. Upon grabbing my briefcase I started walking towards Wal-Mart where my car was located but I had to turn back because my car keys were hidden in the weeds across from Hilton Head Hyundai. (My car keys were stolen the previous days – In front of Hilton Head Hyundai – See Jasper County Sheriff Summary Form Tab 3) Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is also employed part-time by Peacock Auto Mall and was currently on their clock and parked behind the Peacock Auto Mall sign. *(Deputy Sheriff Hunnicutt was located - parked behind the Peacock Auto Mall Sign in between the Hilton Head Hyundai Dealership and Peacock Auto Mall Dealerships)*

As I looked for my keys I turned around and saw a Peacock Auto Mall employee (same dress code as sales personnel) in black pants and brown shirt steal my sign and run into the Peacock Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sheriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone do not know what one so hard for me to find out who took the sign. I ended the conversation and went to the median to flag down a Hardeeville Police Officer to at least record the incident since Deputy Sheriff Hunnicutt was of no use since he was an Ole Peacock Auto Mall Employee this day!

(I did use derogatory comments directed at the thief as he was running with my sign and also towards the dealership employees who were clapping during the incident.)

Noted: he was the same Deputy Sheriff who did not identify himself as such as he was Peacock Auto Mall Security on August 26th, 2017.

Noted: He could have easily checked the Peacock- Auto Mall cameras to see a person running into the Dealerships with my sign

A Hardeeville Police Officer, F. Lemus, stopped after I flagged him down and I explained the stolen sign incident as Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus starting filling out an incident report; well so I thought, upon getting my identification and address change he finished writing and handed me a NO TRESSPASSING NOTICE!

Please review letter from Hardeeville Police Officer F. Lemus. The letter confirms I flagged him down and goes without saying I did not have my sign. Thus, if I did not leave the premise and return to my car where was my sign? STOLEN!

Deputy Sheriff Hunnicutt can confirm the same, NO SIGN with me and did not leave the premise! STOLEN!

I CHASED A CRIMINAL TO THE DITCH AS SUCH NOT ON THEIR PROPERTY BUT DID CROSS TOWARDS THE HILTON HEAD HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND THE MISSUSE OF AUTHORITY AS I WAS NOTICED FOR NO TRESPASSING.

A VIOLATION OF MY FIRST AMENDMENT RIGHTS! I WAS PROTESTING THEIR BUSINESS AND AN EMPLOYEE STOLE MY SIGN; NOTED, THE SECOND SIGN STOLEN AS THE FIRST WAS FROM INSIDE MY VEHICLE!

I WOULD ARGUE IT IS THE JASPER COUNTY SHERIFF'S OFFICE RESPONSIBILITY TO PROTECT ME AND MY FIRST AMENDMENT RIGHTS! AN ABSOLUTE SHAME! THE PROTECTION WAS A NO TRESPASSING NOTICE!

GOOD GRIEF!

I refused to sign the document and let him know that regardless of Sheriff Malphrus unwarranted demands I was going to go make my third sign and return within the hours (1-2) as such I did and was not arrested upon my return.

I ASSUME NO AUTHORITIVE RIGHTS! No arrest confirms the purpose for their request to leave premise by threatening arrest as only an Intimidation and Harassment Tactic.

Sheriff Malphrus Unprofessional Visit:

After 6:00 PM (Est.) Sheriff Malphrus drove up and got out of his car in plain clothes; noted, in his car was female dressed in plain clothes. The conversation was unprofessional as included the following topics and comments:

- I was from Atlanta and needed to go home.
- Did I have a job, surely I needed to go home and work.
- I was standing at the entrance of Peacock Auto Mall as such he said it was illegal.
- He told me it was best to handle this kind of situation was with an Attorney.
- South Carolina State Highway 278 was in his Jurisdiction and control and I was a being a Nuisance. (South Carolina State Troopers Highway)

I mentioned my two visits to his office including leaving my name and number so we could schedule a meeting since it appeared he was getting many calls regarding my activity in front of the Hilton Head Hyundai and Peacock Auto Mall. We agreed it would be best for me to stay directly in front of the Hilton Head Dealership to avoid unwarranted calls he was receiving. I also mentioned I would stop by his office so we could meet; I planned on doing the same activity as the previous days for the next two months. (Noted, at other entry points to the Hilton Head Hyundai Dealership.)

Tuesday - September 5th, 2017:

South Carolina State Trooper Kelley:

On my way to meet/set an appointment with Sheriff Malphrus I noticed a South Carolina State Trooper off State HWY 278 and asked him if he could meet with me in front of Hilton Head Hyundai to discuss

and insure I was obeying the laws, he agreed. We discussed the authority from the highway outer white line 33 feet in, basically to the ditch was South Carolina State Highway and under South Carolina State Trooper authority and the Jasper County Deputy Sheriff's visit were somewhat suspect; including, their request for me to leave the Highway median the previous day, Labor Day, Monday September 4th, 2017 as it was a South Carolina State Highway.

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.

The meeting was set the very next day at 11:00 PM. I developed a map with zones in front of the Hilton Head Hyundai and Peacock Auto Mall Dealerships so I could provide him my daily activity and timeline crossing in across State Highway 278 and the entrance to the Peacock Auto Mall. Enclosed.

Noted: On October 4th, 2017 I was doing activity on median across from the Peacock Auto Mall and the same Deputy Sheriff who was driving the official Sheriff Vehicle on Labor Day stopped along with the same gentleman in the Black Truck. The Deputy Sheriff informed me that they had a video of me flagging down cars and stopping traffic; they began talking as the gentleman driving the black truck was inside his vehicle so I approached them and told them to call South Carolina State Trooper Kelley and when he arrives we can all watch the video. (Understanding there was not video of me stopping or blocking traffic) **I returned to my activity with my back to them; moments later they drove off without addressing anything about a video including speaking to me!**

Wednesday - September 6th, 2017: PM

I drove to the Sheriff's office for the 11:00 pm meeting

Sheriff Malphrus cancelled Meeting, reset following day.

Noted: He has cancelled 5 plus meetings scheduled and did not returned multiple messages and phone calls asking him to please call!

Noted: Two 17 year old boys who wash cars at Hilton Head Hyundai confirmed they saw a Peacock Auto Auto Mall Employee steal my sign.

Thursday - September 7th, 2017:

I drove to the Sheriff's office for the 11:00 PM meeting.

Sheriff Malphrus cancelled the meeting but Deputy Sheriff Lt. Smith came out on his behalf -- we reviewed issues to date. We also discussed the flawed thinking by Deputy Sheriff Dodson that occurred on Saturday August 26th, 2017 regarding him forcing me to return my Hertz Rental Car when it was not reported stolen including a condition to retrieve my Sonata. **He agreed it was a mistake.** I also discussed another specific concern as I chased a criminal into the Peacock Auto Mall after he stole my sign and was given a not trespassing Notice. Noted, other issues: stolen car keys, 2 stolen signs, car breach as doors open and inside of vehicle drench (rain/water) etc. Also, cussing and derogatory comments directed toward me as they drove their golf carts near me crossing into the State of South Carolina State Highway. Also, a statement (Yelled) at me by the New Car Sales Manager "We know where you are staying and you have a criminal record."

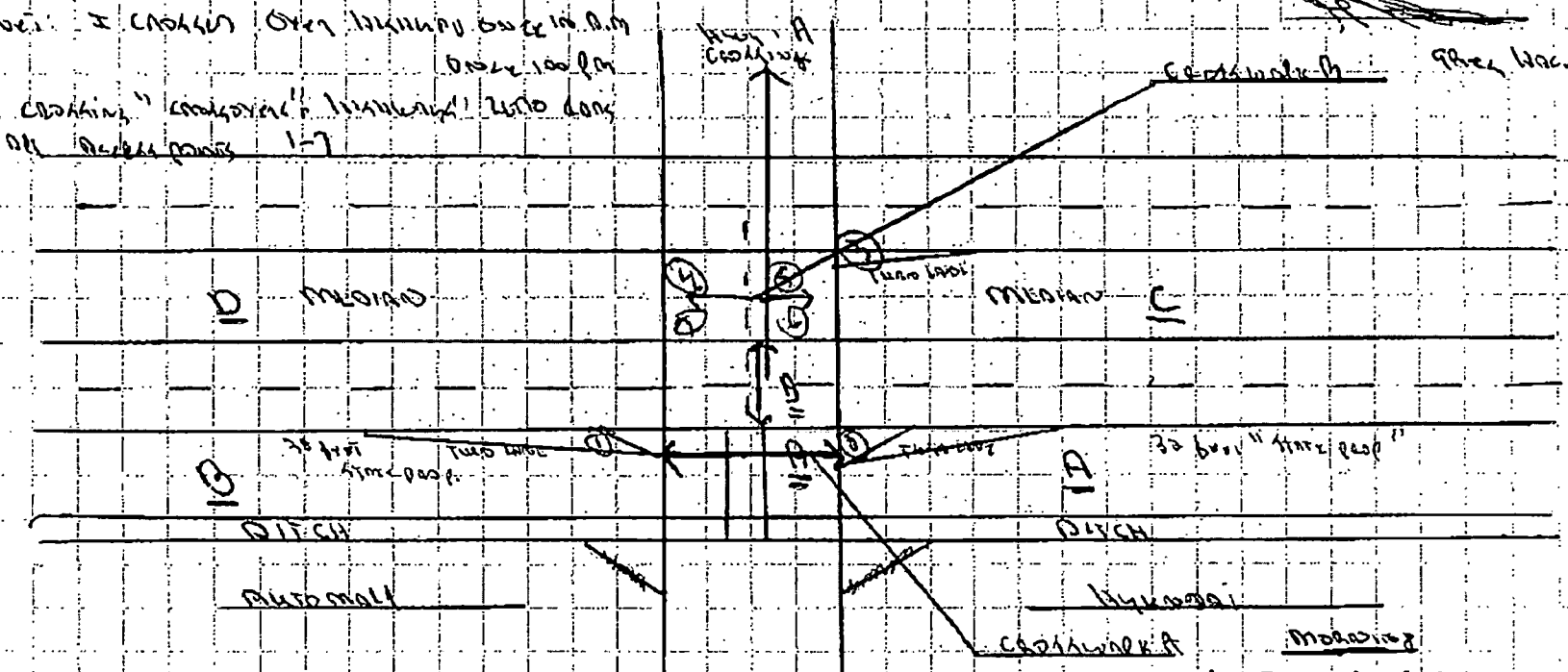
Regards,

Greg Hackney

Noted Clarifications: See Tab 5

Farmer, September 9, 1951

Noted by I. CASHES Over Highway bridge in A.M.
 about 100 ft.
 upon crossing "concrete" highway into zone
 in all access points 1-7



- Zone A - Forest grass "Hypermarket" Dealing
- Zone B - Forest grass "Automall" "Dealing"
- Zone C - "Hypermarket" Access "Hypermarket" Dealing
- Zone D - "Hypermarket" Access "Automall" Dealing

Crosswalk A: Crosswalk from Zone A-B = Highway to Automall crossing grass in forest
 Crosswalk B: Crosswalk from Zone C-D of Peace sign

Highway crossing A: Highway
 Crosswalks
 Zone A: 5:30
 Zone B: 6:30
 Highway: 5:30

Highway crossing A: Highway
 Crosswalks A: 9:30 A.M.
 10:30 P.M.
 Highway: 10:30 A.M.
 10:30 P.M.

- Monday
1. Zone B 8:45 - 9:21
 2. Zone A 9:21 - 10:31
 3. Zone C 10:31 - 11:52
 4. Zone D 11:52 - 10:52
 5. Zone A 10:52 - 1:05
 6. Zone B 1:05 - 1:35

- Wednesday
1. Zone B 3:30 - 4:38
 2. Zone A 4:38 - 5:30
 3. Zone D 5:30 - 6:30
 4. Zone C 6:30 - 7:35

To: Sheriff Murphy
 From: Greg Hackney

Activity: Thursday
 Sept 8, 2017

A = Peacock Sign

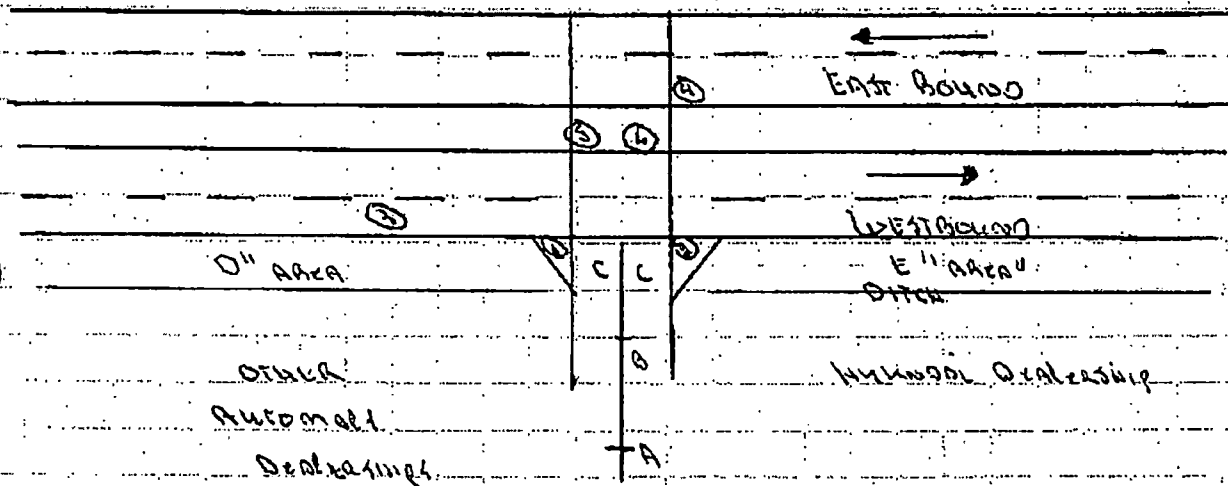
B = Flower Bed & grass median separating in/out Auto Mall

*C = Crossover "Area"

D = "Area"

E = "Area"

I only cross over Area C if/only there are 2 or more cars
 in view or close to ACME points 1, 2, 3, 4, 5, 6



I remained south of the Hwy all day as I did not
 cross over to the median once

"D Area" = 8:00 - 8:15

"E Area" = 8:00 - 8:15

2. 2:26 pm - 2:58 pm

4. 4:02 pm - 4:58 pm

1. 5:58 pm - 6:49 pm

1. 8:00 am - 10:00 am

3. 2:08 pm - 4:01 pm

5. 4:58 pm - 5:58 pm

7. 6:49 pm - 8:15 pm

*C Area: I crossed over 4 times

1. 3:08 pm

4. 5:58

2. 4:02 pm

5. 8:46

3. 4:58 pm

I left & crossed over heading
 back to car

Level A: 100% front of tunnel

Level B: 100% front of tunnel

Level C: 100% front of tunnel

Level D: 100% front of tunnel

Level E: 100% front of tunnel

Level F: 100% front of tunnel

10.30 - 11.15 = Level B → costwork 11.15

11.15 - 12.01 = Level A → costwork 12.01

12.01 - 1.01 = Level D → costwork 1.01

1.01 - 1.45 = Level B → costwork 1.45

1.45 - 2.45 = Level A → costwork 2.45

2.45 - 3.45 = Level B → costwork 3.45

3.45 - 4.45 = Level A → costwork 4.45

4.45 - 5.45 = Level C → costwork 5.45

Level - Tunneling, Distances from tunnel - Level

Level A: 100% front of tunnel

Level B: 100% front of tunnel

12.30 - 1.30 = Level B → costwork 1.30
 1.30 - 2.30 = Level A → costwork 2.30
 2.30 - 3.30 = Level C → costwork 3.30
 3.30 - 4.30 = Level B → costwork 4.30
 4.30 - 5.30 = Level A → costwork 5.30
 5.30 - 6.30 = Level B → costwork 6.30
 6.30 - 7.30 = Level A → costwork 7.30
 7.30 - 8.15 = Level A → costwork 8.15

Level A: 100% front of tunnel

Sheriff Marquess

Q851

Saturday Sept 16, 2017

I misplaced the DOCUMENTED times. I attempted to use "notes on cell" & followed the summaries & during morning times I do not have the exact data. Below is a summation.

9:30-1:00

1:00-8:30

Wing 278 - I carried back & forth

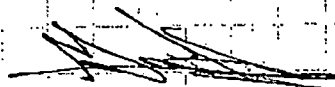
1. once in the morning
2. once in the afternoon

Passage: Hyundai
Pracox Automatic

Vehicle: Hyundai
Pracox Automatic

Carry walk Passage: 2-3 times morning
Munido: 2-3 times afternoon

Officer / Deputy Sheriff / Sergeant who is a security person on the lookout for Pracox Automatic vehicles on any to can verify I was not in compliance with my plan.



Greg Mackay

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 5

Trespassing Notice – 2nd Sign Stolen
September 4th, 2017 - Monday – “Labor Day”
Incident Report Update/Filing

Deputy Chief Lt. Morris:

Explanation Request:

Please provide an explanation why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form and properly investigate the theft of my 2nd sign! I did not leave the premise and return to my car that was parked in the Wal-Mart parking lot only confirming during the No Trespass incident when I approached him and he approached me to give me a ticket there was not a sign with me or in any of the area where I do my activity in front of the Hilton Head Hyundai and Peacock Auto Mall.

Requesting proper documentation completed for my 2nd Sign Stolen, Deputy Sheriff Hunnicutt associated Statement.

Trespass Notice Form:

Date Clarification Errors

Monday September 4th, 2017 – Report has written September 5th, 2017

Copy of No Trespassing Notice: Errors

Date of Notice 09/05/2017

No Trespassing Requirements Start Date 09/04/2017

Trespass Premise left Blank

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the Dwelling house, place of business or premise located at

Reason for Trespass Notice

Assume one is required; noted, the 2nd Trespass notice has documents as per reason.

Other Documents Tab 5

Copy of No Trespassing Notice

(wrong date, no entry per location via No Trespass and the reason for the Trespass) The Original is missing as the document was in my briefcase that was stolen on November 1st, 2017.

Hardeeville Police Office Letter

F. Lemus

Noted

Jasper County Court Filings and Clarification of 2 Officers vs 1 Officer per Hardeeville Police Department.

Monday "Labor Day" - September 4th, 2017

Trespassing Notice:

Two Deputy Sheriff's and Deputy Sheriff Hunnicutt informed me that Sheriff Malphrus said I was done for the day and I was to leave the median (State of Carolina State Highway 278) in front of Peacock Auto Mall. They did explain what I did wrong as they repeated "the Sheriff has had enough and I needed to leave" so apparently this was the reason. I decided to leave after I told them the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise, no reply.

I informed them I was going to return in a few (1-2) hours as it was becoming a scene with 3 vehicles present in the median (Hunnicutt's Tahoe, Deputy Sheriff and his Official Car and an Unidentified Person in a Black Truck) and the Employees of Hilton Head Hyundai Dealership – Peacock Auto Mall across the street clapping and making noise I was being forced to leave. Upon grabbing my briefcase I started walking towards Wal-Mart where my car was located but I had to turn back because my car keys were hidden in the weeds across from Hilton Head Hyundai. (My car keys were stolen the previous days – In front of Hilton Head Hyundai – See Jasper County Sheriff Summary Form Tab 3) Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is also employed part-time by Peacock Auto Mall and was currently on their clock and parked behind the Peacock Auto Mall sign. *(Deputy Sheriff Hunnicutt was located - parked behind the Peacock Auto Mall Sign in between the Hilton Head Hyundai Dealership and Peacock Auto Mall Dealerships)*

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so we could meet; I planned on doing the same activity as the previous days for the next two months.
(Noted, at other entry points to the Hilton Head Hyundai Dealership.)

Tuesday - September 5th, 2017: PM only-6 Hours

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breach as doors open and inside of vehicle drench (rain/water) etc. Also, cussing and derogatory comments directed toward me as they drove their golf carts near me crossing into the State of South Carolina State Highway. Also, a statement (Yelled) at me by the New Car Sales Manager "We know where you are staying and you have a criminal record."

Regards,

Greg Hackney

Jasper County Filed Documents:

Noted Clarifications:

Three Official Vehicles:

1. Deputy Sheriff Hunnicutt, Black Tahoe.
2. Sheriff Deputy, Official Jasper County Sheriff.
3. Unidentified person in a Black Truck.

Deputy Sheriff Hunnicutt Location:

Parked behind the Peacock Auto Mall sign between the Hilton Head Hyundai Dealership and Peacock Auto Mall Dealerships.

Hardeeville Police:

1-2 Hardeeville Police Officers.

My Activity:

Hilton Head Hyundai Dealership and Peacock Auto Mall including the associated median IE. South Carolina State HWY 278.

Jasper County Sheriff Office
Deputy Sheriff Hunnicutt
12008 N. Jacob Smart Blvd.,
Ridgeland, South Carolina 29936



JASPER COUNTY SHERIFF'S

P.O. Box 986, Ridgeland, South Carolina 29936

TELEPHONE: 843-726-7777 FACSIMILE: 843-726-7778

TRESPASS NOTICE FORM

Date of Incident: 11/10/10 Time of Incident: 2:50 ☐ AM ☐ PM

Incident Location: Travis A. Allen

Person Receiving Trespass Notice: King S. Placido

Address: 611 Sycamore St. Danville GA Tel: # _____

Sex	Date of Birth	Race	Height	Weight	Eye Color	Hair
M	2/18/1965	WM	5'4"	170	B	Blk

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

Print Name of Person Requesting Trespass Notice

Signature of Person Requesting Trespass Notice

TO: King S. Placido
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

Dates Trespass Prohibited 11/11/10 to 11/11/10 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☒ In Person ☐ Via Certified Mail

Print Name of Person Receiving Trespass Notice

Signature of Person Receiving Trespass Notice

Print Name of Officer Serving Trespass Notice

Signature of Officer Serving Trespass Notice

- Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivision shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of another.

WHITE- Sheriff

YELLOW - Dispatch

PINK - Property Owner

GOLDENROD - Suspect



Hardeeville Police Department

36 Main Street / P.O. Box 582
Hardeeville, SC 29927

Sam Woodward
Chief of Police

Phone: (843) 784-2233
Fax: (843) 784-3422

E-mail: swoodward@cityofhardeeville.com
Web Address: www.cityofhardeeville.com

To: Whom It May Concern
From: PFC F. Lemus
Date: 04/16/2018
Reference: Greg Hackney

To Whom it may concern,

I am unsure of the day that Greg Hackney stopped me while I was patrolling eastbound Independence Boulevard on my way to Argent Boulevard. Hackney was flagging me down and when I stopped he advised me that someone from the dealership had stolen his sign. I advised Hackney that he was not in my jurisdiction, but I could send a Deputy to his location if needed.

While I was speaking with Hackney, Deputy John Hunnicutt approached us both and advised Hackney that he was being placed on trespass notice. I was present when Hackney was placed on trespass notice, I then cleared the scene and resumed patrol.

I am unaware of any details pertaining to his case, his signs or any further information besides what Hackney has informed me of.

Respectfully,

PFC F. Lemus
Hardeeville Police Department

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 6

**Case Number, 2017-2176 -- Harassment/A&B by Intimidation
Victim Notification Information Form
Case Number, 2017-2176 -- Summary
Reporting Officer Deputy Sheriff Smith
Update/Filing
Request to File Charges – Criminal Code 16-3-1700**

Deputy Chief Lt. Morris:

Request an investigation on charges related to the Wal-Mart Video and the associated warranted arrest.

Video:

Clarification:

I understood the Video to have three clips including a video from their back camera showing the Peacock Security Person entering Wal-Mart from Argent Street. The current DVD has 2 clips.

Video Time Stamp

The DVD video does not have a standard date and time stamp. The video does not have any visible Calendar Date – Time of Day and Length of Video one would think would be applicable via a security Camera video that could be used in a Civil or Criminal Court! The Time Stamp would give the court Accurate Date/Time and Length of such event.

Video Timeline, Sheriff Smith Narrative:

“Hackney was then observed exiting his vehicle and approach the security vehicle and then walk away three minutes later” Review the video, less than 30 seconds!

Point of Reference: 3 minutes would indicate I was confrontational, 60 plus days later I receive a viewable video and suddenly 30 seconds corrects Deputy Sheriff Smith’s Narrative!

Victim Notification Information Form:

Suspect Name

John Lyons/Peacock Auto Mall

Why would the CFO – General Manager of Peacock Auto Mall be a Suspect?

He was not the person driving the Peacock Auto Mall "Security" White Ford Explorer in the Video.

Suspect:

Please provide the name of Peacock Security Person Driving the Vehicle in the Wal-Mart Harassment – Intimidation Video. Criminal - Civil Pursuant = Applicable.

Jasper County Sheriff's Office

Summary

The Summary has the Suspect (s) Unknown. The Victim Notification Information Form has John Lyons.

Jasper County Sheriff Smith spoke to Michael Hernandez, head of Security at Peacock Auto Mall and John Lyons, CFO General Manager of Peacock Auto Mall; in both discussions he did not ask for the person who was driving the Security Vehicle (Suspect) during the Harassment and Intimidation incident? Please explain why the person driving their Security Vehicle is not identified.

Makes Sense?

Two people in discussions, one tells the other you should follow a person etc! As such the person does and is reported to the police and they confirm Harassment; the person who told the individual to follow around the victim is not charged or arrested!

Narrative

backing his vehicle.

I backed my vehicle into the parking space.

wanted to talk with John Lyons before pursuing any charges

John Lyons and I spoke on September 13th, 2017 and promised there would be no more Harassment from his employees including cussing, stealing of my signs, breach of my vehicle and including other Intimidation. I wanted to insure it was not a rogue employee not understanding his direction to his employees.

Noted, ANOTHER LIE as John Lyons authorized the Harassment!

advised him I need to have proof of the incident occurring before helping him out with the incident. I advised Hackney that Wal-Mart has video cameras along the outside of the building and that I would need to view those.

Deputy Sheriff Smith did view-see the proof of the incident!

then walk away three minutes later

Review the video, less than 30 seconds!

Point of Reference: 3 minutes would indicate I was confrontational, 60 plus days later I receive a viewable video and suddenly 30 seconds corrects Deputy Sheriff Smith's Narrative!

Find out who I need to talk to regarding the security officer who followed him to Wal-Mart

I would expect that the goal would be to find out who was driving the Security Vehicle into the Wal-Mart parking lot. To date, the person driving the Peacock Auto Mall Security Vehicle has not been identified.

In both discussions he did not ask for the person who was driving the Peacock Auto Mall Security Vehicle (Suspect) during the Harassment and Intimidation incident? Please explain why the person driving their Security Vehicle is not identified as it is written he notes the name as IMPORTANT!

I made contact Hernandez and advised him his security officer following

Makes sense at this point of the investigation to obtain the driver of the vehicle?

Hernandez responded to me by stating the security officer was identifying if Hackney was still driving his vehicle

Contradiction of Jasper County Court filed documents.

Hernandez stated he understood and would tell his officers not to follow Hackney onto another's property

Per directly from John Lyons, CFO of Peacock Auto Mall, he directed their security person! Disgraceful!

able to meet with Lyons and that the meeting did not go well being trespassed from the entire Auto Mall.

The previous Wednesday, September 13th, 2017 (twice) – Friday September 15th, 2017 I entered the Dodge, Ram, Jeep Dealership where I met directly with John Lyons; (okay to enter the dealership) I intended to follow the same direction as the previous times we met. I did not feel that there was a trespass issues since the meetings on Wednesday September 13th, 2017 and Friday September 15th, 2017 as not mentioned in either meeting.

I entered his office and there were three Peacock Auto Mall Security Persons with him and informed of the Trespass. There was a different tone to our conversation from just days prior. Noted, my conduct had not changed. Perhaps his security vehicle getting caught on a Wal-Mart camera changed the atmosphere and his tone to hostility!

Investigation would need to be done to identify the subject in the vehicle and to obtain a correct charge.

Clear thinking, the subject driving the vehicle was important yet still not identified. Clear thinking there would be a charge related to the Wal-Mart Video.

Hackney's intent to file charges

Yes, I requested charges to be filed.

Hackney felt intimidated

The Peacock Auto Mall Security Vehicle office premise Harassment was Stressful and caused other emotions confirmed by my actions to approach the vehicle in an effort to protect myself at current time and future off-premise incidents. I was uncomfortable addressing the Security Vehicle but a necessary precaution for my Security!

As per meeting the on September 21st, 2017 meeting with Deputy Chief Lt. Morris, I specifically requested a competent Deputy Sheriff to manage this incident with integrity and clear conscious! Evidence, an attempt was made!

Article 17

Harassment and Stalking Offenses against the Person

16-3-1700 Definition

"Harassment in the first degree means a pattern of intentional, substantial and unreasonable intrusion into the private life of a targeted person that serves no legitimate purpose and causes the person in his position to suffer mental or emotional stress. Harassment in the first degree may include, but is not limited to:

(3) Surveillance of or the maintenance of a presence near the targeted person's

- A. Residence
- B. Place of work
- C. School; or
- D. **Another place regularly occupied or visited by the targeted person**

Beginning on August 26th, 2017 until the incident on September 20th, 2017 I protested daily in front of Hilton Head Hyundai and Peacock Auto Mall! I walked from the Wal-Mart parking lot across Argent Street to the Dealerships then returned each day! (A 5-10 minute walk depending where I began my return at the end of the day)

A Peacock Security White Ford Explorer literally mirrored me from their premise 95% of the time depending on the number of hours per day, average 8-10 hours.

Please explain to me why 16-3-1700 Criminal Code Harassment and Stalking does not apply to the following event!

The Security Personnel of the Business an individual has been protesting nearly 3 weeks 8-10 hours a day can follow that same individual across the street from their premise to another business where the protesting individual has been parking every day since beginning such protesting!

I am not a Constitutional expert but how can the actions per above recorded and confirmed by the Jasper County Sheriff's Office via recording (Deputy Sheriff Smith obtained) from a Wal-Mart camera not be crime against one's First Amendment Right Of Freedom of Speech; not to mention the State of Carolina Harassment and Stalking code 16-3-1700!

I request an investigation to re-open the A/B with intent to Intimidate charges properly file associated charged including the arrest of the Driver of the Peacock Vehicle!

INCIDENT - TIMELINE

September 20th, 2017: Wednesday

Every day I walk from Wal-Mart to the location in front of the Peacock Auto Mall – Hilton Head Hyundai and return as such. A White Ford Explorer Security Vehicle from their premise would literally follow me as I walked 20 – 30 feet as it would move to remain in direct sight as I took it, Intimidation and Harassment. Their Harassment and Intimidation Tactics could not have been for safety of their employees or customers as they would leave daily and return multiple times. Also, the Peacock Auto Mall Security Vehicle arrives after 5:00 pm on Sundays.

Noted what was visible as otherwise directly in front of me!

Their Security Vehicle, a White Ford Explorer, would follow me to other locations but I could never get them to be located under an associated camera until this date. The vehicle followed me and entered into the Garden Center at Wal-Mart and went past me back and forth until it parked in-sight of my car.

I remained in the parking lot pretending to maintain my car as the person did not get out of the car but sat looking at me! After minutes I got in my car and approached their Security Vehicle, White Ford Explorer, and parked next to it but not blocking their exit. I approached the vehicle and there was a security person in a Peacock Auto Mall shirt; I explained to him that he was not to follow me off their premise anymore. (Noted, an aggressive statement but not “Yelling” as it is stated in the Jasper County Sheriff Office Summary and Narrative Report.)

The report also states I was speaking to the Peacock Security Person for an estimated 3 minutes, it was about 30-45 seconds. As I left and returned to my car he did yell back at me saying, “do you want some of me” etc. The video also shows he did not enter Wal-Mart as his purpose was to Intimidate, Harass and do surveillance as such both were disturbing, stressful and warranted concern for my safety.

Noted: For two weeks I asked the Jasper County Sheriff’s Office for a copy of the video, unsuccessful. I stopped by the South Carolina State Troopers office and was directed by a State Trooper to use a FOIA form; I did and within a week I received DVD - Video. The Video could not be viewed. I took it to Best Buy and other professionals all confirming the video was not readable including on my Apple computer and their Microsoft computers they use for their work. Why would the Jasper County Sheriff’s office ignore my repeated attempts to get a copy of the video? The Sheriff’s Office could have just informed me to use a FOIA Form but they chose not to disclose the procedure. DISCRACEFUL!

Review: Jasper County Sheriff Office and Wal-Mart Video Timeline.

September 21st, 2017: Thursday

Sheriff Office to report their Harassment as such met with the Deputy Chief of Jasper County: Lt Morris. My purpose of meeting with him was to insure the process obtaining the video was successful and there were no mishaps as I had with his Jasper County Deputies the previous weeks. He assured me the

person on duty in that area responding to my request (I called a non-emergency number he provided) was competent and would manage the process correctly. (Lt. Smith)

I met with Deputy Sheriff Smith and he retained the video and seemed surprised there was in fact a video; he later confirmed with Peacock Auto Mall their Security was involved in the video.

I mentioned to Deputy Sheriff Smith I wanted to speak to John Lyons prior pressing charges to insure the security person was not acting on his own accord in his aggressive behavior. The following day I confirmed with John Lyons that in fact it was under his direction their Security Person followed me into the Wal-Mart Parking lot.

September 22nd, 2017 - Friday

I went on the Peacock Auto - Mall premise to discuss the video as noted above; I met John Lyons in his office including three security guards present. He said he was scared for his employees etc. One must ask why do they leave each day off premise and do not show up until 5:00 PM on Sunday. Confirmed hours not mirroring me!

Good Grief! I assume these times he is putting their customers at risk? Just another lie!

After being informed of the No Trespass I asked him about their Security Vehicle following me into the Wal-Mart parking lot and he confirmed it was their Security and directed as such by him.

On Wednesday, September 13, 2017 John and I discussed his employees cursing me, stealing my signs, car keys and breach of my car; he told me he would insure that no one would Harass or Intimidate me on or off premise! Another Lie!

September 29th 2017 – October 11th, 2017 – I made multiple visits to the Jasper County Sheriff's Office to get an update on the Arrest related to the Video and told NOTHING!

October 12th, 2017: Thursday

Sheriff's officer to inquire about the ongoing incident at Wal-Mart

I met a Deputy Sheriff who identified himself as a Lt. outside the Jasper County Sheriff office; we discussed the Wal-Mart video and he informed me there would not be charges filed against Peacock Auto Mall. He told me anyone can follow any person as long as they do not harm the person they are following. Good Grief!

Moments later I saw Deputy Sheriff Smith who retrieved the video and charged Peacock Auto Mall – John Lyons with Harassment, Assault and Battery with intent to Intimidate. He confirmed the charges on my Victim Notification Identification Report were being dropped as per Sheriff Malphrus, injustice!

I later saw Deputy at a Gas Station, he informed me that he was suspended for the incident and report charging Peacock Auto Mall.

October 13th, 2017: Friday

Sheriff's Office to retrieve the Wal-Mart video,

I received the Wal-Mart video but it did not play, I took it to Best Buy and other related professional businesses and they attempted to play the video on my computer and their business computer both of

which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

October 13th, 2017 – October 31, 2017: As per above I went to multiple computer companies and efforts to play the video failed.

October 31st, 2017: Tuesday

2017 Freedom of Information ACT, 2nd Request for Video as 1st did not play
(Enclosure, Letter)

November 10th, 2017: Friday (Estimated Date 7-10 Days Post October 31st letter)

I went to the Jasper County Sheriff Office to follow up on the letter I gave them on October 31st 2017. Deputy Chief Lt. Morris greeted me in the lobby and informed me their lawyer said that they have completed the FOIA request and that is the only video I was going to receive. He returned the same video that could not be viewed.

December 7th, 2017

Clerk for Judge Mullen's office sent an email requesting a hearing per the DVD video that was not viewable.

A few days later the Jasper County Sheriff office provided a playable video.

Noted: Actual date I received the original video is estimated to be October 13th, 2017; the original FOIA letter is missing as it was with other documents that were stolen on November 1, 2017

*Thank the Founding Fathers for providing citizens a system that
allow Judges with integrity to keep law enforcement agencies
accountable!*

JASPER COUNTY SHERIFF OFFICE UNETHICAL BEHAVIOR

WAL-MART – VIDEO TIMELINE

September 20th, 2017: Wednesday

Peacock Security Vehicle followed me into the Wal-Mart parking lot.
Intimidation and Harassment.

September 21st, 2017: Thursday

I went to the Jasper County Sheriff office and spoke to the Deputy Chief Lt. Morris to review the incident to insure an experienced Deputy Sheriff would obtain the video from Wal-Mart and file the appropriate Criminal Charges.

Deputy Sheriff Lt. Smith met with me then obtained the Wal-Mart Video;

Deputy Sheriff Lt. Smith confirmed with Peacock Auto Mall it was their Security Person and Vehicle that followed me into the Wal-Mart Parking Lot.

September 22nd, 2017: Friday

After meeting with John Lyons and confirming it was their Peacock Security Vehicle (Employee) that intimidated and Harassed me I told Lt Sheriff Smith I wanted to press charges.

During a prior phone call he informed me Peacock Auto Mall confirmed it was their Security Person who was in the vehicle.

I received a Victim Notification Identification Form as it read the following
Incident Type: Harassment/ Assault and Battery with Intent to Intimidation

Noted: For two weeks I asked the Jasper County Sheriff's Office for a copy or the video, unsuccessful. I stopped by the South Carolina State Troopers office and was directed by a State Trooper to use a FOIA form; I did and within a week I received DVD - Video. The Video could not be viewed. I took it to Best Buy and other professionals all confirming the video was not readable including on my Apple computer and their Microsoft computers they use for their work. **Why would the Jasper County Sheriff's office ignore my repeated attempts to get a copy of the video?** The Sheriff's Office could have just informed me to use a FOIA Form but they chose not to disclose the procedure. DISCRACEFUL

September 29th, 2017: Thursday

First of many attempts to follow up on the arrest regarding the Harassment – Intimidation charges.

September 29th, 2017 – October 12th, 2017

Multiple trips to the Jasper County Sheriff's Office in an attempt to confirm the date of the arrest regarding the Wal-Mart Incident.

October 12th, 2017: Thursday

I attempted to get information on the arrest multiple times at the Jasper County Sheriff's Office and finally was told by a Jasper County Sheriff (Lt.) outside their office there was nothing going to happen to Peacock Auto Mall because there was not a crime as you can follow anyone around as long as you want.

Early evening I saw Deputy Sheriff Smith getting gas and we spoke; he informed me that he was suspended for charging Peacock Auto Mall.

October 13th, 2017: Friday

Sheriff's Office to retrieve the Wal-Mart video.

I received the Wal-Mart video but it did not play, I took it to Best Buy and other related professional businesses and they attempted to play the video on my computer and their business computer both of which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

October 13th, 2017 - October 31st, 2017

I receive the Wal-Mart video but it did not play, I took it to Best Buy and they attempted to play the video on my computer and their business computers both of which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

October 31st, 2017: Tuesday

Freedom of Information Act, 2nd Request for Video as 1st did not play.

I sent letter and emailed Judge Carmen T Mullen's a copy. Enclosed Letter requested the Jasper County Sheriff Office to provide a viewable video as the first would not play; noting that base on a non-viewable video they had not met their FOIA requirements.

November 10th, 2017: Friday (Estimated Date)

I went to the Sheriff's office to receive a viewable DVD but was informed the Jasper County Lawyer told him they have met the FOI Requirements. Please see email from the attorney (assuming it is the same lawyer) as he changed his flawed thinking after receiving an email from Judge Carmen T. Mullen's office requesting a hearing on the issues as I had not received a viewable video. Lt. Morris returned the original video.

December 7th, 2018: Thursday

Email from Judge Carmen T. Mullen's office

Pursuant to 30-4-100, Judge Mullen would like to have a hearing on this matter tomorrow, Friday, Dec 8th at 11:30 in Jasper County. Please confirm your availability.

Thank you,

Crystal

Crystal H. Swinford, Esq.

Law Clerk to the Honorable Carmen T. Mullen

Fourteenth Judicial Circuit

A FEW DAYS LATER THE SHERIFF'S OFFICE PROVIDED ME A VIEWABLE – PLAYABLE VIDEO

SUMMARY

First two weeks they would not tell me the process for retrieving the video...

October 13th, 2017 Received Video and it would not work – play.

October 31st, 2017 Requested a second copy. (new and playable)

November 10th, 2017 Jasper County Sheriff Office said NO!

December 7th, 2017 The Honorable Judge Carmen T Mullen's Office requested a hearing on the Un-playable video.

Few days later.... Ole Jasper County Sheriff Office suddenly produces a playable video!

FOIA Timeline: 60 Days to complete and only with Judge Carmen T. Mullen's intervention!
Great Jasper County Sheriff Office Victim Assistance!

After the car breach, stolen keys and stolen signs the Jasper County Sheriff always commented, get it on camera; in my opinion an excuse for not doing anything against Peacock Auto-Mall – Hilton Head Hyundai. I finally gave them a video, they seemed surprised – charged them anyway – delayed the video receipt ending with dropping the related charges and doing nothing! DISCRACEFUL!

Other Documents

FOIA Letter

Judge Carmen T. Mullen's Email (exchange regarding hearing on playable video)

Regards

Greg Hackney

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 7
Trespassing Notice
September 22nd, 2017, Wal-Mart Video
Incident Report/Update Filing

Jasper County Sheriff Records:

As per below, I met with John Lyons on Wednesday September 13th, 2017 (twice) and again on Friday September 15th, 2017; (Dodge, Ram, Jeep Dealership) all three visits there were no Trespass issues. The following Friday, September 22nd, 2017 I went to address my concern to John Lyons as he confirmed in the visits he would communicate to his employees again insuring no more Harassment and Intimidation.

The meeting was short, he informed me not to Trespass moving forward and confirmed it was through his direction the Peacock Security Vehicle followed me into the Wal-Mart parking lot.

Other Documents Tab 8
Jasper County Sheriff Summary
Pages 1-7

No Trespass Notice
"One Signature"

Jasper County Sheriff Summary
Narrative, Deputy Sheriff Smith Tab 6

Noted:
The Deputy Sheriff Summary confirms my intentions, good, honest and to get clarification prior filing charges.

wanted to talk with John Lyons before pursuing any charges
John Lyons and I spoke days prior (September 20th, 2017 – Wal-Mart Video) and was promised there would be no more Harassment from his employees including cussing, stealing of my signs, car keys theft,

breach of my vehicle and/including other Harassment. I wanted to insure it was not a rogue employee not understanding his direction to his employees.

able to meet with Lyons and that the meeting did not go well being trespassed from the entire Auto Mall.

The previous Wednesday - September 13th, 2017 and Friday - September 15th, 2017; I entered the Dodge, Ram, Jeep Dealership where I met directly with John Lyons; I intended to follow the same direction (okay to enter the Dealership) as the previous times we met and did not feel that there was a Trespass issue. As noted, no Trespass issues during or post meetings September 13th, 2017 and September 15th, 2017 respectively.

I entered his office and there were three Peacock Auto Mall Security Persons with him and informed of the Trespass. There was a different tone to our conversation from days prior. Noted, my conduct had not changes. Perhaps the Peacock Auto Mall security vehicle getting caught on a Wal-Mart camera harassing me changed the atmosphere and his tone to hostility!

Timeline: Meetings

Tuesday - September 12th, 2017:

I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers.

1. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

Wednesday - September 13th, 2017:

Meeting with John Lyons:

I was allowed on Dodge, Ram, Jeep Dealership for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the Issues we discussed on our meeting.

Thursday - September 14th, 2017:

No activity as I told John the previous day that I would give him this day to review the issues we discussed and would return Friday afternoon to resume our discussions.

Friday - September 15th, 2017:

I returned to the Dodge, Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of Hilton Head Hyundai.

Jasper County Sheriff's office

Summary

Page 2

Stated that Hackney is mostly off the property doing this

My activity informing the public of Hilton Head Hyundai's behavior is on South Carolina State HWY 278; I do not go on their premise!

Recently Lyons invited Hackney to meet at his office to discuss the situation with the intent of possible resolution.

Tuesday - September 12th, 2017:

I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

I was asked what could they do to resolve the issue, I requested a meeting with the owner. They agreed to get back to me and as such a few hours later they returned and said I could meet with John Lyons.

ANOTHER LIE!

They represented themselves as a neutral party, managers at one of the other Peacock Auto-Mall Dealerships; after the ZERO Integrity interaction with the Hilton Head Hyundai employees I took the managers at their word and thought a good gesture. They were present in the meeting with John Lyons on September 13th, 2017. I later was informed they were actually managers at the Hilton Head Hyundai! SHAMEFUL!

One gentleman was the person who attempted to defuse the Hertz Rental Car Conversion of Property by informing me they own the Hertz Rental Car on their premise!

On September 25th, 2017 Lyons was advised that Hackney was on their property and wished to meet with him again. Lyons did meet with him and once again no resolution was reached.

The date of the trespass was September 22nd, 2017; there was no meeting on the September 25th, 2017 including any meeting to resolve any issues. The day of the trespass was September 22nd, 2017 and was to clarify the intent and of their Security Vehicle following me into the Wal-Mart Parking lot.

I'm going to Kill you! I'm going to hurt you!
Ridiculous, no comment!

October 4th, 2017 - Supplement

Noted: On October 4th, 2017 I was doing activity on median across from the Peacock Auto Mall and the same Deputy Sheriff who was driving the official Sheriff Vehicle on Labor Day stopped along with the same gentleman in the Black Truck. The Deputy Sheriff informed me that they had a video of me flagging down cars and stopping traffic; they began talking as the gentleman driving the black truck was inside his vehicle so I approached them and told them to call South Carolina State Trooper Kelley and when he arrives we can all watch the video. (Understanding there was not video of me stopping or blocking traffic) I returned to my activity with my back to them; moments later they drove off without addressing anything about a video including speaking to me!

Deputy Sheriff Smith completed the Trespass notice and I signed it; I had retrieve a copy with both signatures at the Jasper County Sheriff's Office, IE. John Lyons Signature. (He signed it after I)
(Enclosed is my copy without his signature!)

Regards,

Greg Hackney

Jasper County Sheriff's Office

Summary

Print Date/Time: 11/30/2017 09:39
Login ID: bbrown
Case Number: 2017-00002176

ORI Number: Jasper County Sheriff's Office
SC0270000

Case

Case Number: 2017-00002176
Location: 232 NICKEL PLATE RD
Hardeeville, SC 29927
Reporting Officer ID: 577561 - Smith

Incident Type: Disturbance
Occurred From: 09/22/2017 15:30
Occurred Thru: 09/22/2017 15:30
Disposition:
Disposition Date:
Reported Date: 09/22/2017 15:30 Friday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
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Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Complainant	1	hackney, greg	619 SYCAMORE ST DECATUR, GA		White	Male	04/20/1965 52
Suspect (S)	1	UNKNOWN	UNKNOWN UNKNOWN		Unknown	Unknown	

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
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Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State
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Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

Narrative

Summary:

On September 21, 2017 at approximately 1300 hours, I Deputy J. Smith, responded to 232 Nickel Plate Road (Wal-Mart) in reference to disturbance that occurred on September 20, 2017 at approximately 1955 hours. This location is within the County Of Jasper.

Interview with complainant, Greg Hackney on September 21, 2017:

Hackney informed me that at approximately 1930 hours he had finished protesting in front of Peacock Auto Mall as he has done for the last month and returned to his vehicle that was parked at Wal-Mart. Hackney stated as he was walking up to his vehicle he observe a security vehicle from the Auto Mall following behind him near the garden entrance. Hackney informed me as he entered his vehicle he decided to sit in the vehicle for a few minutes and watch the security vehicle. Hackney stated after approximately 5 minutes the security vehicle drove past him along the isle he was parked in and then came down the isle across from him at which time the vehicle parked almost directly across from him. Hackney informed me he sat for a little longer before backing his vehicle from his parking space as he watched the security vehicle across from him. Hackney stated he then made his way down the isle and parked just past the security vehicle. Hackney informed me he exited his vehicle and walked up to the security vehicle where a subject in the drivers seat rolled down the window. Hackney stated he yelled at the driver to stop following and harassing him. Hackney informed me he then entered his vehicle and left the premises.

Hackney informed me he did not call until the next day due to thinking the encounter over and deciding he wanted to report it then. Hackney stated he was getting tired of being cussed at and the issues he's had with his vehicle being broken into since he began protesting. Hackney informed me he wanted something done but wanted to talk with John Lyons before pursuing any charges.

Officer's actions for September 21, 2017:

After initially speaking with Hackney advised him I would need to have proof of the incident occurring before helping him out with the incident. I advised Hackney that Wal-Mart has video cameras along the outside of the building and that I would need to view those. After speaking with Hackney I made my way inside and spoke with lost prevention regarding viewing video of the incident. I was able to view the video and observed the security vehicle coming from the garden area where the vehicle made its way past Hackney's vehicle to the end of the isle. I then observed the security vehicle come down the isle across from where Hackney was parked and park in the third or fourth parking space on the isle. After approximately three minutes I observed Hackney's vehicle come from the front of the isle and park just past the security vehicle. Hackney was then observed exiting his vehicle and approach the security vehicle and then walk away approximately three minutes later. Hackney returned to his vehicle and then left the parking lot before the security vehicle was observed leaving. With this information I obtained a video of the encounter to have in case Hackney wanted to file a report about the incident once he talked with Lyons.

I returned back to where Hackney was located and advised him of what I observed in the video. I advised him I would return to the Auto Mall and find out who I needed to talk to regarding the security officer following him to Wal-Mart. At that time Hackney stated he wanted to talk with Lyons regarding the incident before deciding what he was going to do.

After talking with Hackney I made my way to Hilton Head Hyundai dealer ship where I obtained a name of Michael Hernandez who was in charge of the security for the Auto Mall. I made contact Hernandez and advised him that his security officer following Hackney to Wal-Mart was overstepping what they were allowed to do on their property. I advised Hernandez that what his employee did was close to harassment and that they did not need to follow Hackney onto another businesses property. Hernandez responded to me by stating that the security officer was identifying if Hackney was still driving his vehicle. I advised Hernandez that once his security officer leaves their property he can no longer perform security for the company and that it could lead into unnecessary issues. Hernandez stated he understood and would tell his officers not to follow Hackney onto another's property.

Interview with Hackney September 22, 2017:

Narrative

Synopsis:

On September 21, 2017 at approximately 1300 hours, I Deputy J. Smith, responded to 232 Nickel Plate Road (Wal-Mart) in reference to disturbance that occurred on September 20, 2017 at approximately 1955 hours. This location is within the County Of Jasper.

Interview with complainant, Greg Hackney on September 21, 2017:

Hackney informed me that at approximately 1930 hours he had finished protesting in front of Peacock Auto Mall as he has done for the last month and returned to his vehicle that was parked at Wal-Mart. Hackney stated as he was walking up to his vehicle he observe a security vehicle from the Auto Mall following behind him near the garden entrance. Hackney informed me as he entered his vehicle he decided to sit in the vehicle for a few minutes and watch the security vehicle. Hackney stated after approximately 5 minutes the security vehicle drove past him along the isle he was parked in and then came down the isle across from him at which time the vehicle parked almost directly across from him. Hackney informed me he sat for a little longer before backing his vehicle from his parking space as he watched the security vehicle across from him. Hackney stated he then made his way down the isle and parked just past the security vehicle. Hackney informed me he exited his vehicle and walked up to the security vehicle where a subject in the drivers seat rolled down the window. Hackney stated he yelled at the driver to stop following and harassing him. Hackney informed me he then entered his vehicle and left the premises.

Hackney informed me he did not call until the next day due to thinking the encounter over and deciding he wanted to report it then. Hackney stated he was getting tired of being cussed at and the issues he's had with his vehicle being broken into since he began protesting. Hackney informed me he wanted something done but wanted to talk with John Lyons before pursuing any charges.

Officer's actions for September 21, 2017:

After initially speaking with Hackney advised him I would need to have proof of the incident occurring before helping him out with the incident. I advised Hackney that Wal-Mart has video cameras along the outside of the building and that I would need to view those. After speaking with Hackney I made my way inside and spoke with lost prevention regarding viewing video of the incident. I was able to view the video and observed the the security vehicle coming from the garden area where the vehicle made its way past Hackney's vehicle to the end of the isle. I then observed the security vehicle come down the isle across from where Hackney was parked and park in the third or forth parking space on the isle. After approximately three minutes I observed Hackney's vehicle come from the front of the isle and park just past the security vehicle. Hackney was then observed exiting his vehicle and approach the security vehicle and then walk away approximately three minutes later. Hackney returned to his vehicle and then left the parking lot before the security vehicle was observed leaving. With this information I obtained a video of the encounter to have in case Hackney wanted to file a report about the incident once he talked with Lyons.

I returned back to where Hackney was located and advised him of what I observed in the video. I advised him I would return to the Auto Mall and find out who I needed to talk to regarding the security officer following him to Wal-Mart. At that time Hackney stated he wanted to talk with Lyons regarding the incident before deciding what he was going to do.

After talking with Hackney I made my way to Hilton Head Hyundai dealer ship where I obtained a name of Michael Hernandez who was in charge of the security for the Auto Mall. I made contact Hernandez and advised him that his security officer following Hackney to Wal-Mart was overstepping what they were allowed to do on their property. I advised Hernandez that what his employee did was close to harassment and that they did not need to follow Hackney onto another businesses property. Hernandez responded to me by stating that the security officer was identifying if Hackney was still driving his vehicle. I advised Hernandez that once his security officer leaves their property he can no longer perform security for the company and that it could lead into unnecessary issues. Hernandez stated he understood and would tell his officers not to follow Hackney onto another's property.

Interview with Hackney September 22, 2017:

Hackney informed me that he was finally able to meet with Lyons and that the meeting did not go well with him being trespassed in the entire Auto Mall. Hackney stated that due there not being a resolution to the incident the previous night he wanted follow through with charges.

Officer's actions September 22, 2017:

After speaking with Hackney again a case number was pulled to document the incident. I advised Hackney that further investigation would need to be done to identify the subject in the vehicle and to obtain a correct charge. I advised Hackney I would also talk with Lyons regarding the issue and advise him of Hackney's intent to file charges. A victim's form was issued to Hackney for the incident at which time I made my way to the Dodge dealer ship.

Once at the Dodge dealer ship I made contact with Lyons and advised him of what the possible end result might be with Hackney wanting to pursue charges. I advised Lyons that due to his security officer following Hackney to the Wal-Mart parking lot and doing no business that Hackney felt intimidated. I advised Lyons that further investigation into the incident would need to be done. I then cleared from the dealer ship.

Attachment:

- 1) Victim's Form
- 2) Video from Wal-Mart.

§ 16-3-1670

CRIMES AND OFFENSES

Library References

District and Prosecuting Attorneys § 10.
Municipal Corporations § 189(1).
Officers and Public Employees § 114.
States § 198.
Westlaw Topic Nos. 131, 268, 283, 360.
C.J.S. District and Prosecuting Attorneys §§ 56 to 61.
C.J.S. Municipal Corporations §§ 620 to 622, 640 to 644, 646, 657, 660.
C.J.S. Officers and Public Employees §§ 350 to 352, 355 to 362.
C.J.S. States §§ 559 to 560.

§ 16-3-1680. Authority to promulgate rules and regulations.

The Crime Victims' Ombudsman Office through the Department of Administration may promulgate those regulations necessary to assist it in performing its required duties as provided by this chapter.

HISTORY: 2008 Act No. 271, § 5, eff January 1, 2009; 2014 Act No. 121 (S.22), Pt V, § 7.AA, eff July 1, 2015.

ARTICLE 17

HARASSMENT AND STALKING

- SEC.
- 16-3-1700. Definitions.
 - 16-3-1705. Electronic mail service provider; immunity; definition.
 - 16-3-1710. Penalties for conviction of harassment in the second degree.
 - 16-3-1720. Penalties for conviction of harassment in the first degree.
 - 16-3-1730. Penalties for conviction of stalking.
 - 16-3-1735. Law enforcement officer empowered to sign warrant in place of victim.
 - 16-3-1740. Mental health evaluations of persons convicted of stalking or harassment; notice to victim in person of unsupervised release.
 - 16-3-1750. Action seeking a restraining order against a person engaged in harassment or stalking; jurisdiction and venue; forms; enforceability.
 - 16-3-1760. When temporary restraining orders may be granted without notice; notice and hearing on motion seeking restraining order.
 - 16-3-1770. Form and content of temporary restraining orders and restraining orders; extensions and modifications.
 - 16-3-1780. Expiration of temporary restraining orders and restraining orders.
 - 16-3-1790. Service of certified copies of restraining orders.
 - 16-3-1800. Arrest upon violation of restraining order.
 - 16-3-1810. Law enforcement officer's responsibilities when responding to a harassment or stalking incident.
 - 16-3-1820. Immunity from liability for filing a report or complaint or participating in a judicial proceeding concerning alleged harassment or stalking; rebuttable presumption of good faith.
 - 16-3-1830. Availability of other civil and criminal remedies.
 - 16-3-1840. Mental health evaluation prior to setting bail; purpose; report.

§ 16-3-1700. Definitions.

As used in this article:

(A) "Harassment in the first degree" means a pattern of intentional, substantial, and unreasonable intrusion into the private life of a targeted person that serves no

legitimate purpose and (his position to suffer me may include, but is not l

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after the victim has
(3) surveillance of
person's:

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(b) place of wo
(c) school; or
(d) another pl
and

(4) vandalism an
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legitimate purpose and causes the person and would cause a reasonable person in his position to suffer mental or emotional distress. Harassment in the first degree may include, but is not limited to:

- (1) following the targeted person as he moves from location to location;
- (2) visual or physical contact that is initiated, maintained, or repeated after a person has been provided oral or written notice that the contact is unwanted or after the victim has filed an incident report with a law enforcement agency;
- (3) surveillance of or the maintenance of a presence near the targeted person's:

- (a) residence;
- (b) place of work;
- (c) school; or
- (d) another place regularly occupied or visited by the targeted person;

and
(4) vandalism and property damage.

(B) "Harassment in the second degree" means a pattern of intentional, substantial, and unreasonable intrusion into the private life of a targeted person that serves no legitimate purpose and causes the person and would cause a reasonable person in his position to suffer mental or emotional distress. Harassment in the second degree may include, but is not limited to, verbal, written, or electronic contact that is initiated, maintained, or repeated.

(C) "Stalking" means a pattern of words, whether verbal, written, or electronic, or a pattern of conduct that serves no legitimate purpose and is intended to cause and does cause a targeted person and would cause a reasonable person in the targeted person's position to fear:

- (1) death of the person or a member of his family;
- (2) assault upon the person or a member of his family;
- (3) bodily injury to the person or a member of his family;
- (4) criminal sexual contact on the person or a member of his family;
- (5) kidnapping of the person or a member of his family; or
- (6) damage to the property of the person or a member of his family.

(D) "Pattern" means two or more acts occurring over a period of time, however short, evidencing a continuity of purpose.

(E) "Family" means a spouse, child, parent, sibling, or a person who regularly resides in the same household as the targeted person.

(F) "Electronic contact" means any transfer of signs, signals, writings, images, sounds, data, intelligence, or information of any nature transmitted in whole or in part by any device, system, or mechanism including, but not limited to, a wire, radio, computer, electromagnetic, photoelectric, or photo-optical system.

(G) This section does not apply to words or conduct protected by the Constitution of this State or the United States, a law enforcement officer or a process server performing official duties, or a licensed private investigator performing

2017 CP-27-386

FILED

Greg Hackney
619 Sycamore Street
Decatur, Ga. 30030

2017 OCT 31 PM 5:13

October 30, 2017

CLERK OF COURT
JASPER COUNTY

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, SC. 29936

Sheriff Office, Records:

Per the South Carolina Freedom of Information Act 30-4-10, I requested copy of the Wal-Mart video on September 20th, 2017 that confirmed Peacock Auto Mall Security Vehicle and personnel following me from their property to the Wal-Mart parking lot including stopping near where I was parked. I received a DVD (Video) copy that cannot be played, reviewed or copied on October 20th, 2017.

The video is to be entered into Jasper County Court Records per County Clerk in response to a summons including an injunction hearing. I informed Judge Mullins a copy would be forwarded to her when I receive a playable DVD (Video) from Jasper County Sheriff Office.

Key Points of Reference per Video:

The vehicle followed me to Wal-Mart and then proceeded to go back and forth near me before parking in sight of myself and my vehicle. (estimated 6 plus minutes) Upon leaving I approached the vehicle, confirmed it was Peacock Security Personnel driving the White Explorer and addressed their repeated harassment and surveillance off their premise. The video confirms their actions as upon leaving the Wal-Mart parking lot Peacock Security Vehicle left without entering the Wal-Mart confirming their unwarranted offensive behavior.

Deputy Chief Morris and I confirmed the DVD would play on his Microsoft Computer with Microsoft Media Player; regardless, my attempts to play the video include two Best Buy, one Staples and one UPS Store all whom have Microsoft Computers with medial player; all 4 attempts to play, review and copy the DVD Video were unsuccessful; the computer techs names and numbers at Best Buy, Staples and manager at the UPS Store can be provided upon request. The 4 attempts do not include my MacBook Pro that will not play the DVD video.

The Computer Tech at Staples confirmed the DVD video is coded with Visual Intelligence Software for evidence review and their computers do not have the software allowing him to play, review or copy the DVD. We attempted to load the software to my computer from MarchNetworks.com as they provide the Visual Intelligence Software; the download attempt was unsuccessful. Staples in store Computer Policy would not allow him to download the software to their computer; I confirmed the same for Best Buy.

Below is the process to open and play the current video per the Wall-Mart IP personnel that copied the original video.

Process:

1. Open to 17-2176
2. Open to Evidence Files
3. Open to case 114

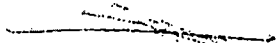
Upon opening to case 114 a drop down box appears and notes: Format Unavailable etc. (exact wording differed per computer attempt)

I appreciate the Sheriff's Office responding promptly to my FOIA request but the DVD Video cannot be played, reviewed and/or copied; also, local technical support providers efforts to play, review and copy the DVD video were not successful including software download restrictions as such I feel the FOIA request has not been met.

If applicable, I was informed there are coding options that will re-code to a computer friendly Microsoft or Macintosh computer including a 2nd option; many computers can record the video to a friendly coded DVD. I am not sure of the FOIA laws or restriction that may prevent re-recording a video as such option may not be applicable.

I am open to any other ideas or options but request a DVD that is not coded with Visual Intelligence Software used for evidence review; my efforts to play, review and copy the video the past two weeks have been unsuccessful and as noted above include local and qualified techs that assisted me on my efforts.

Regards,


Greg Hackney

CC.
South Carolina Troopers Office
Attn. Trooper Klemmons (sp)
407 Live Oak Road
Ridgeland, SC. 29936

CC.
Jasper County Clerks Office
Attn. Margaret Bostick
265 Russell Street
Ridgeland, SC. 29936

CC.
Judge Mullins
102 Industrial Village Road
Beaufort, SC. 29906

CC.
Bradford Neal Martin and Associates
Attn. Brad Martin
201 West McBee Avenue, Suite 302
Greenville, SC. 29603

RE: FOIA, 2nd Request and Injunction hearing Responses

December 07, 2017 at 9:44 AM

From "Mullen, Carmen T. Law Clerk (Crystal Swinford)" to 5 recipients

Pursuant to 30-4-100, Judge Mullen would like to have a hearing on this matter tomorrow, Friday, Dec 8th at 11:30 in Jasper County. Please confirm your availability.

Thank you,

Crystal

Crystal H. Swinford, Esq.
Law Clerk to the Honorable Carmen T. Mullen
Fourteenth Judicial Circuit

From: Greg Hackney [mailto:floridaexperiment@icloud.com]
Sent: Monday, October 30, 2017 2:04 PM
To: Mullen, Carmen T. Law Clerk (Crystal Swinford) <CMullenLC@sccourts.org>; Taylor Moore <tmoore@bnmlaw.com>
Subject: FOIA, 2nd Request and Injunction hearing Responses

Attached is a letter delivered to the Jasper County Sheriff's Office, Judge Mullen's Office (Beaufort County Clerk), Jasper County Clerks Office and the South Carolina State Troopers Office. (Letter mailed to Bradford Martin and Associates) The letter references my attempt to receive a readable and viewable DVD Video that can be copied. I requested the DVD/Video as per Freedom of Information Act request I submitted to the Jasper Count Sheriff department.

The viewable DVD will be forwarded to Judge Mullen's office including a copy to the Jasper County Clerk's Office and Bradford Martin & Associates; I will include my response to the questions asked on August 24th, 2017 by Bradford Martin to John Lyon's including and referencing his response.

There were numerous questions and responses from John Lyons I could not address to the court because the time constraints as per the ongoing murder trial.

Noted: The injunction hearing was during a lunch break as per mentioned Murder Trial above.

Regards,

Greg Hackney
678-855-2975

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Document 17, 2017 at 9:44 AM

From "Mullen, Carmen T. Law Clerk (Crystal Swinford)" to 5 recipients

More

Pursuant to 30-4-100, Judge Mullen would like to have a hearing on this matter tomorrow, Friday, Dec 8th at 11:30 in Jasper County. Please confirm your availability.

Thank you,

Crystal

**Crystal H. Swinford, Esq.**

Law Clerk to the Honorable Carmen T. Mullen

Fourteenth Judicial Circuit

From: Greg Hackney [mailto:floridaexperiment@icloud.com]

Sent: Monday, October 30, 2017 2:04 PM

To: Mullen, Carmen T. Law Clerk (Crystal Swinford) <CMullenLC@sccourts.org>; Taylor Moore <tmoore@bnmlaw.com>

Subject: FOIA, 2nd Request and Injunction hearing Responses

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There were numerous questions and responses from John Lyons I could not address to the court because the time constraints as per the ongoing murder trial.

Noted: The injunction hearing was during a lunch break as per mentioned Murder Trial above.

Regards,

Greg Hackney

678-855-2975

December 1, 2017 at 1:56 PM

From: David Tedder

To: "Mullen, Carmen T. Law Clerk (Crystal Swinford)" > Greg Hackney > Sheriff's Office >

Cc: Margaret Bostick > Taylor Moore > "Earl Bostick Jr." >

FOIA 2nd Request.docx 183.6 KB, FOIA 17-04...d response.pdf 1.23 MB

Dear Ms. Swinford and Judge Mullen:

I received the message below this morning; this is the first notice to my office that a hearing was being requested or scheduled, or that there were continued issues with the FOIA request of Mr. Hackney. My office responded to the earlier FOIA request of Mr. Hackney for a CD a 911 call on August 26, 2017 with the assistance of the Sheriff's Department by email dated October 9, 2017, and documents were produced by the Sheriff's Department directly to Mr. Hackney on October 12<sup>th</sup>. I was unaware of any further FOIA request, and was of the impression the County had fully complied.

Neither Jasper County nor the Sheriff's Department are parties to the underlying lawsuit between Mr. Martin's client and Mr. Hackney. Nevertheless, as a public body, Jasper County is committed to being responsive to any request from the Court for information or my appearance. I have this morning obtained a copy of the letter dated October 30<sup>th</sup> from Mr. Hackney to the Sheriff's Office, which is the first notice to my office that there was an alleged FOIA issue with the DVD obtained by the Sheriff's Department and provided to Mr. Hackney.

Prior to this email today, I have attempted to speak with the Chief Deputy who has been assisting Mr. Hackney this morning to determine if there is a readily available solution. I have been unable as of this time to speak with him. I did speak with our County IT Department to determine if they could assist the Sheriff's Department with the conversion from the current format to a Windows Media Player format, and I have been informed IT could assist with that and likely could produce a copy early next week. The IT personnel to assist are unavailable today or tomorrow to attempt the conversion.

I say all of this to all concerned to preface my request to Judge Mullen to be able to call in to this hearing; I have a long standing commitment to attend the South Carolina County Attorneys CLE meeting in Columbia tomorrow, and was scheduled to leave this afternoon to avoid some of the sketchy weather. Please advise if I can attend by conference call; I am advised by Clerk of Court Margaret Bostick there is a capability to do so. In the hopes that I might be granted that privilege, I have attached the original FOIA Request, the response of Jasper County on October 9<sup>th</sup>, and the letter I received from Attorney Brad Martin's office setting forth the issues Mr. Hackney appears to be having with the Sheriff's attempts to provide a copy of the DVD.

David L. Tedder, Esq., AICP  
Jasper County Attorney  
POB 420  
Ridgeland, SC 29936  
(843) 717-3688  
(843) 726-3240 (fax)  
[dtedder@jaspercountrysc.gov](mailto:dtedder@jaspercountrysc.gov)

From David Tedder to 8 recipients

More

I have been advised that the DVD has been converted by the IT Department. Out of an abundance of caution, I am having Chief Deputy Morris take it home this evening to a non-governmental PC and confirm it will play, as well as playing it in his daughter's Apple Mac. The DVD will be available for pick-up at the Sheriff's Department tomorrow after 9 am, at the information window.

David L. Tedder, Esq., AICP  
Jasper County Attorney  
POB 420  
Ridgeland, SC 29936  
(843) 717-3688  
(843) 726-3240 (fax)  
[dtedder@jaspercountysc.gov](mailto:dtedder@jaspercountysc.gov)

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**From:** Greg Hackney [mailto:floridaexperiment@icloud.com]

**Sent:** Monday, December 11, 2017 9:35 AM

**To:** Mullen, Carmen T. Law Clerk (Crystal Swinford) <CMullenLC@sccourts.org>

**Cc:** David Tedder <dtedder@jaspercountysc.gov>; Taylor Moore <tmoore@bnmlaw.com>; Sheriff's Office <jcsheriff@jaspercountysc.gov>; Margaret Bostick <mbostick@jaspercountysc.gov>; Brad Martin <bmartin@bnmlaw.com>; Gwen Martin <gmartin@bnmlaw.com>; Laura Teer <lteer@bnmlaw.com>

**Subject:** Re: FOIA, 2nd Request and Injunction hearing Responses

I apologize for not being able to respond to the email request for a hearing on Friday December 8th, 2017;  
I did not access my email Thursday or Friday. Please feel free to call my cell phone anytime, 678-855-2975.

Deputy Chief Morris returned the same DVD and informed me per their lawyer they had fulfilled their responsibility per my FOIA 1st and 2nd request. To date, I cannot play the DVD and my thoughts remain the same per my 2nd FOIA request document filed to the court.

IT assistance would be appreciated as noted in the email below; feel free to contact me on my cell phone, 678-855 -2975.

# e: FOIA, 2nd Request and Injunction hearing Responses

December 13, 2017 at 9:01 AM

8 recipients

Mo

Thank you.

My schedule will allow for me to pick up the video on Thursday, December 13th, 2017.

Regards,

Greg Hackney

On Dec 12, 2017, at 03:43 PM, David Tedder <[dtedder@jaspercountysc.gov](mailto:dtedder@jaspercountysc.gov)> wrote:

I have been advised that the DVD has been converted by the IT Department. Out of an abundance of caution, I am having Chief Deputy Morris take it home this evening to a non-governmental PC and confirm it will play, as well as playing it in his daughter's Apple Mac. The DVD will be available for pick-up at the Sheriff's Department tomorrow after 9 am, at the information window.

David L. Tedder, Esq., AICP  
Jasper County Attorney  
POB 420  
Ridgeland, SC 29936  
(843) 717-3688  
(843) 726-3240 (fax)  
[dtedder@jaspercountysc.gov](mailto:dtedder@jaspercountysc.gov)

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Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24<sup>th</sup>, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

**RE: Tab 7**  
**Trespassing Notice**  
**September 22<sup>nd</sup>, 2017, Wal-Mart Video**  
**Incident Report/Update Filing**

**Jasper County Sheriff Records:**

As per below, I met with John Lyons on Wednesday September 13<sup>th</sup>, 2017 (twice) and again on Friday September 15<sup>th</sup>, 2017; (Dodge, Ram, Jeep Dealership) all three visits there were no Trespass issues. The following Friday, September 22<sup>nd</sup>, 2017 I went to address my concern to John Lyons as he confirmed in the visits he would communicate to his employees again insuring no more Harassment and Intimidation.

The meeting was short, he informed me not to Trespass moving forward and confirmed it was through his direction the Peacock Security Vehicle followed me into the Wal-Mart parking lot.

Other Documents Tab 8  
Jasper County Sheriff Summary  
Pages 1-7

No Trespass Notice  
"One Signature"

Jasper County Sheriff Summary  
Narrative, Deputy Sheriff Smith Tab 6

**Noted:**

The Deputy Sheriff Summary confirms my intentions, good, honest and to get clarification prior filing charges.

wanted to talk with John Lyons before pursuing any charges

John Lyons and I spoke days prior (September 20<sup>th</sup>, 2017 – Wal-Mart Video) and was promised there would be no more Harassment from his employees including cussing, stealing of my signs, car keys theft,

breach of my vehicle and/including other Harassment. I wanted to insure it was not a rogue employee not understanding his direction to his employees.

able to meet with Lyons and that the meeting did not go well being trespassed from the entire Auto Mall.

The previous Wednesday - September 13<sup>th</sup>, 2017 and Friday – September 15<sup>th</sup>, 2017; I entered the Dodge, Ram, Jeep Dealership where I met directly with John Lyons; I intended to follow the same direction (okay to enter the Dealership) as the previous times we met and did not feel that there was a Trespass issue. As noted, no Trespass issues during or post meetings September 13<sup>th</sup>, 2017 and September 15<sup>th</sup>, 2017 respectively.

I entered his office and there were three Peacock Auto Mall Security Persons with him and informed of the Trespass. There was a different tone to our conversation from days prior. Noted, my conduct had not changes. Perhaps the Peacock Auto Mall security vehicle getting caught on a Wal-Mart camera harassing me changed the atmosphere and his tone to hostility!

#### Timeline: Meetings

##### Tuesday - September 12<sup>th</sup>, 2017:

I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers. *Tim, ASKING ME*

1. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

##### Wednesday - September 13<sup>th</sup>, 2017:

Meeting with John Lyons:

I was allowed on Dodge, Ram Jeep Dealership for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the issues we discussed on our meeting.

##### Thursday - September 14<sup>th</sup>, 2017:

No activity as I told John the previous day that I would give him this day to review the issues we discussed and would return Friday afternoon to resume our discussions.

##### Friday - September 15<sup>th</sup>, 2017:

I returned to the Dodge, Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of Hilton Head Hyundai.

#### Jasper County Sheriff's office

##### Summary

##### Page 2

Stated that Hackney is mostly off the property doing this

My activity informing the public of Hilton Head Hyundai's behavior is on South Carolina State HWY 278; I do not go on their premise!

Recently Lyons invited Hackney to meet at his office to discuss the situation with the intent of possible resolution.

**Tuesday - September 12<sup>th</sup>, 2017:**

I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

I was asked what could they do to resolve the issue, I requested a meeting with the owner. They agreed to get back to me and as such a few hours later they returned and said I could meet with John Lyons.

**ANOTHER LIE!**

They represented themselves as a neutral party, managers at one of the other Peacock Auto-Mall Dealerships; after the ZERO Integrity interaction with the Hilton Head Hyundai employees I took the managers at their word and thought a good gesture. They were present in the meeting with John Lyons on September 13<sup>th</sup>, 2017. I later was informed they were actually managers at the Hilton Head Hyundai! SHAMEFUL!

One gentleman was the person who attempted to defuse the Hertz Rental Car Conversion of Property by informing me they own the Hertz Rental Car on their premise!

On September 25<sup>th</sup>, 2017 Lyons was advised that Hackney was on their property and wished to meet with him again. Lyons did meet with him and once again no resolution was reached.

The date of the trespass was September 22<sup>nd</sup>, 2017; there was no meeting on the September 25<sup>th</sup>, 2017 including any meeting to resolve any issues. The day of the trespass was September 22<sup>nd</sup>, 2017 and was to clarify the intent and of their Security Vehicle following me into the Wal-Mart Parking lot.

*I'm going to Kill you! I'm going to hurt you!*  
*Ridiculous, no comment!*

**October 4<sup>th</sup>, 2017 - Supplement**

**Noted:** On October 4<sup>th</sup>, 2017 I was doing activity on median across from the Peacock Auto Mall and the same Deputy Sheriff who was driving the official Sheriff Vehicle on Labor Day stopped along with the same gentleman in the Black Truck. The Deputy Sheriff informed me that they had a video of me flagging down cars and stopping traffic; they began talking as the gentleman driving the black truck was inside his vehicle so I approached them and told them to call South Carolina State Trooper Kelley and when he arrives we can all watch the video. (Understanding there was not video of me stopping or blocking traffic) **I returned to my activity with my back to them; moments later they drove off without addressing anything about a video including speaking to me!**

Deputy Sheriff Smith completed the Trespass notice and I signed it; I had retrieve a copy with both signatures at the Jasper County Sheriff's Office, IE. John Lyons Signature. (He signed it after I)  
(Enclosed is my copy without his signature!)

Regards,

Greg Hackney

# Jasper County Sheriff's Office

## Summary

Print Date/Time: 11/30/2017 09:23  
Login ID: bbrown  
Case Number: 2017-00002175

ORI Number: Jasper County Sheriff's Office  
SC0270000

### Case

Case Number: 2017-00002175  
Location: AUTO MALL BLVD /  
INDEPENDENCE BLVD  
Hardeeville, SC 29927  
Reporting Officer ID: 579285 - Melnick  
Incident Type: Disturbance  
Occurred From: 09/22/2017 14:09  
Occurred Thru: 09/22/2017 14:09  
Disposition:  
Disposition Date:  
Reported Date: 09/22/2017 14:09 Friday

### Offenses

| No. | Group/ORI | Crime Code | Statute | Description | Counts |
|-----|-----------|------------|---------|-------------|--------|
|-----|-----------|------------|---------|-------------|--------|

### Subjects

| Type        | No. | Name                    | Address                                     | Phone | Race  | Sex  | DOB/Age          |
|-------------|-----|-------------------------|---------------------------------------------|-------|-------|------|------------------|
| Complainant | 1   | Lynos, John             | 265 AUTO MALL BLVD<br>Hardeeville, SC 29927 |       | White | Male | 01/19/1968<br>49 |
| Other       | 1   | hackney, greg           | 619 SYCAMORE ST<br>DECATUR, GA              |       | White | Male | 04/20/1965<br>52 |
| Witness     | 1   | Unphries, Arley         | 265 AUTO MALL BLVD<br>Hardeeville, SC 29927 |       | White | Male | 02/25/1990<br>27 |
| Witness     | 2   | HERNANDEZ, MICHAEL ADAM | 265 AUTO MALL BLVD<br>Hardeeville, SC 29927 |       | White | Male | 07/10/1978<br>39 |

### Arrests

| Arrest No. | Name | Address | Date/Time | Type | Age |
|------------|------|---------|-----------|------|-----|
|------------|------|---------|-----------|------|-----|

### Property

| Date | Code | Type | Make | Model | Description | Tag No. | Item No. |
|------|------|------|------|-------|-------------|---------|----------|
|------|------|------|------|-------|-------------|---------|----------|

### Vehicles

| No. | Role | Vehicle Type | Year Make | Model | Color | License Plate | State |
|-----|------|--------------|-----------|-------|-------|---------------|-------|
|-----|------|--------------|-----------|-------|-------|---------------|-------|

### Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

## Supplement

On September 22, 2017 I issued Greg Hackney a trespass notice for the entire Peacock Auto Mall property. All copies were issued.

### Deputy's Narrative

#### Disturbance

#### Synopsis:

On September 25, 2017 at approximately 1409 hrs. Sgt. Melnick responded to 265 Auto Mall Blvd. ( Peacock Auto Mall ) in Jasper County, South Carolina and met with John Lyons.

#### Interview with John Lyons:

Lyons stated that he is the President of the Peacock Auto Mall. Greg Hackney was a customer from the Hyundai dealership who has an issue with the service from that store. Hackney has been protesting in front of the Auto Mall for approximately one month. He stated that Hackney is mostly off the property while doing this. Recently Lyons invited Hackney to a meeting at his office to discuss the situation with the intent of a possible resolution. This meeting was unsuccessful and Hackney left the premises and continued protesting off the property in front of the Auto Mall.

On September 25, 2017 Lyons was advised that Hackney was on the property and wished to meet with him again. Lyons did meet with him and once again no resolution was reached. When Hackney was leaving he stated to him " I'm going to kill you". He asked Hackney if that was a threat and Hackney replied " I'm going hurt you". Hackney then entered his vehicle and departed the property. Lyons requested a report be filed and Hackney be placed on Trespass Notice from the property.

#### Interview with Michael Hernandez:

Hernandez stated that he is the Director of security at the Auto Mall. He stated that he observed and heard Hackney say to Lyons " I'm going to kill you". He heard Lyons ask if he was threatening him and then he heard Hackney state " I'm going to hurt you". He observed Hackney get into his vehicle and drive off the property.

#### Interview with Arley Umphries:

Umphries stated that he is employed with the Auto Mall as security. He observed and heard Hackney say to Lyons " I'm going to kill you". He heard Lyons ask Hackney if that was a threat. He heard Hackney state " I'm going to hurt you". He then observed Hackney leave the property in his vehicle.

#### Officer action/Observation:

Upon arrival this officer met with Lyons, Hernandez and Umphries. Lyons made the listed statement. Hernandez and Umphries made the listed statements and provided written statements. Hackney was not on the property at this time. I provided Lyons with a Victim's form and a case number. He was advised that if anyone at the Auto Mall observed Hackney in the area to contact the Jasper County Sheriff's Office for a Trespass Notice to be completed and served on Hackney. Lyons was advised of the Trespass Notice procedures.

After clearing the call and leaving the Auto Mall property, I heard Deputy Smith advise over the communications radio that he was with Hackney. Deputy Smith was advised to complete a Trespass Notice on Hackney and provide this information and a copy to Lyons at the Auto Mall. Deputy Smith placed Hackney on trespass notice and completed a supplement to this report. Nothing further to report at this time. Resumed duties.

#### Attachments:

Copy of Victim's form

Written statements from Hernandez and Umphries

# Written statement

## VOLUNTARY STATEMENT (NOT UNDER ARREST)

PAGE NO. 1 OF 1 PAGES

I, Michael Hernandez, am not under arrest for, nor am I being detained for any criminal offenses concerning the events I am about to make known to SGT. McWILL. Without being accused of or questioned about any criminal offenses regarding the facts I am about to state, I volunteer the following information of my own free will, for whatever purposes it may serve. Ph. 843 304 4418

I am 38 years of age, D.O.B. 7.10.78 and I live at 145 HERWOOD LN BFT SC 29907

On 9.22.17 at approx 1425 hrs while walking out of the Chrysler dealership overheard a white male (protester) say to John Lyons "I'm going to kill you" Upon hearing this John Lyons asked him if he was threatening him to which the white male (protester) stated "I'm going to hurt you." He then got into his vehicle and drove off the property.

END  
OF  
STATEMENT

I have read each page of this statement consisting of 1 page(s), each page of which bears my signature, and corrections, if any bear my initials, and I certify that the facts contained herein are true and correct.

Dated at 241 Auto Mall Blvd, this 22 day of September

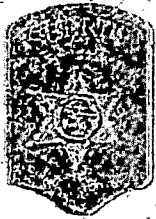
WITNESS: SGT. McWILL

WITNESS: \_\_\_\_\_

[Signature]  
Signature of person giving voluntary statement

VSNUA1014

# Trespass notice



## JASPER COUNTY SHERIFF'S

PO BOX 286, Ridgeland, South Carolina 29361  
TELEPHONE: 803-725-7777 FAX: 803-725-7773

7-2175

### TRESPASS NOTICE FORM

Date of Incident: 9/22/17 Time of Incident: 3:00 AM PM

Incident Location: Peace Auto Wash Independence Blvd

Person Receiving Trespass Notice: Greg Mackney

Address: 14014 My Lane On Hwy 301 S Tel: # 678-655-2775

| Sex      | Date of Birth  | Race     | Height    | Weight     | Eye Color  | Hair       |
|----------|----------------|----------|-----------|------------|------------|------------|
| <u>M</u> | <u>4/25/65</u> | <u>W</u> | <u>59</u> | <u>175</u> | <u>BLK</u> | <u>BLN</u> |

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

John Lyon  
Print Name of Person Requesting Trespass Notice  
Signature of Person Requesting Trespass Notice

TO: Greg Mackney  
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

Peace Auto Wash Independence Blvd Hardwick SC 29927

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.\* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

Dates Trespass Prohibited 9/22/17 to 9/22/18 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☒ In Person ☐ Via Certified Mail

CO. 2, WILKIN  
Print Name of Person Receiving Trespass Notice  
Signature of Person Receiving Trespass Notice

Det. J. Smith  
Print Name of Officer Serving Trespass Notice  
Signature of Officer Serving Trespass Notice

\* Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivisions shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on land of another.

WHITE - Sheriff YELLOW - Dispatch PINK - Property Owner GOLDENROD - Suspect

Victim's Form

# JASPER COUNTY

## \*Victim Notification Information Form\* CONFIDENTIAL INFORMATION

Receiving Correctional Officer: \_\_\_\_\_

**VICTIM INFORMATION** (South Carolina Statute 16-3-1515) CASE # 17-2175

Name of Victim: PEARCE AJO MALL Victim is: ☐ deceased, ☐ minor or ☐ Mentally Ill

Physical Address: 265 AUTO MALL BLVD. HANOVER SC 29927

Telephone #: (H) 843-208-1511 (B) \_\_\_\_\_ Emergency #: \_\_\_\_\_

Relative or Contact Person: JULIA LYNN

Physical Address: SAME Telephone #: 843-505-0195

SUSPECT'S NAME: GREG HACKNEY DATE OF INCIDENT: 9-22-17

INCIDENT TYPE: DISTURBANCE

In order for law Enforcement to make a reasonable attempt to contact you of the arrest and of the appropriate court proceedings or procedure; it is your responsibility to notify the appropriate agency of any change in your address or phone number.

BOND HEARING: Time: \_\_\_\_\_

Date: \_\_\_\_\_

☐ Magistrate Court

☐ Municipal Court

TYPE OF COURT & SCHEDULE: Time: \_\_\_\_\_

Date: \_\_\_\_\_

☐ Magistrate Court

☐ Municipal Court

☐ General Sessions

I do ☒ do not ☐ wish to be present for bond hearing.

I do ☒ do not ☐ wish to be contacted when the defendant is release from jail.

The following efforts were made to contact the victim:

| Phone Number Called | Date/Time | Reason | Name Of Caller | Person Notified | Not Notified |
|---------------------|-----------|--------|----------------|-----------------|--------------|
| _____               | _____     | _____  | _____          | _____           | _____        |
| _____               | _____     | _____  | _____          | _____           | _____        |

**BOND RECOMMENDATION**

As a victim of a crime, I have received a copy of the Victim Notification Information Form provided to me and I agree the victim information is correct.

Victim's Signature \_\_\_\_\_

Date 9-22-17

Officer's Signature MELINDA

Date 9-22-17

White Copy - Attach to Report

Yellow Copy - Court

Pink Copy - Detention Center

Goldenrod - Victim

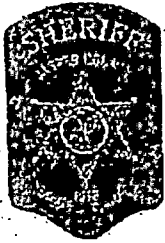
## Supplement/Melnick

### Synopsis:

On October 4, 2017 Sgt. Melnick spoke with Mike Hernandez via telephone in reference to Gene Hackney at the Peacock Auto Mall.

### Officer action/Observation:

I spoke with Hernandez who advised that the Peacock Auto Mall received a call from a customer that the gentleman outside protesting ( Gene Hackney ) was flagging people down and stopping them. He was telling them not to do business there. Hernandez was advised by his supervisor to contact the Jasper County Sheriff's Office to report the updated information. Hernandez was advised that a supplement would be completed. Nothing further to report at this time. Resumed duties.



# JASPER COUNTY SHERIFF'S

P.O. Box 986, Ridgeland, South Carolina 29936

TELEPHONE: 843-726-7777 FACSIMILE: 843-726-7778

## TRESPASS NOTICE FORM

Date of Incident: 9/22/17 Time of Incident: 300 ☐ AM ☒ PM

Incident Location: Prock Auto Mall Independence Blvd

Person Receiving Trespass Notice: Greg Hackney

Address: 14211 Big Lane Big Lane GA 30143 Tel: # 678-855-2975

| Sex      | Date of Birth  | Race     | Height    | Weight     | Eye Color  | Hair       |
|----------|----------------|----------|-----------|------------|------------|------------|
| <u>M</u> | <u>4/26/65</u> | <u>W</u> | <u>59</u> | <u>175</u> | <u>BLU</u> | <u>BLN</u> |

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

John Lyons  
Print Name of Person Requesting Trespass Notice Signature of Person Requesting Trespass Notice

TO: Greg Hackney  
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

Prock Auto Mall Independence Blvd Milledgeville SC 29927

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.\* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

Dates Trespass Prohibited 9/22/17 to 9/22/18 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☒ In Person ☐ Via Certified Mail

Greg Hackney  
Print Name of Person Receiving Trespass Notice Signature of Person Receiving Trespass Notice

Digital J. Smith  
Print Name of Officer Serving Trespass Notice Signature of Officer Serving Trespass Notice

- \* Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivision shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of another.

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24<sup>th</sup>, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

**RE: Tab 8**  
**Case Number, 2017 00002597 – Larceny – Briefcase**  
**Reporting Officer: Sheriff Deputy Smith**  
**Incident Report Update/Filing**

**Jasper County Sheriff Records:**

**Location:**

South Carolina Highway 278.  
Median – Entrance - Peacock Auto Mall - Hilton Head Hyundai Dealership and OC Welch Car Dealership.

**Other Documents Tab 8:**

**Jasper County Sheriff's Office**  
**Summary**

**A letter from Scott Henthorn.**

Confirming he saw a Silver truck throw a book bag into a truck, also confirming no one attempted to contact him.

**Honorable Carmen T. Mullen.**

Order – Denying Restraining Order – October 31, 2017.

**Jasper County Sheriff's Office Summary**

**Narrative:**

**Missing Time Stamps – Date of Entry.**

**Interview with Greg Hackney**

**to have it near him**

The reason I had my briefcase bungie corded to the drainage is the following; one sign and a one set of car keys stolen in front of the Hilton Head Hyundai and Peacock Auto Mall Dealerships. Also, a sign was

stolen from my car as it was missing upon returning one evening from shopping. It was not near me, I thought it would be safe located in the HWY 278 median fastened to a drainage ditch that is located below street level making it difficult to see as persons would be driving by! My thinking was best effort but wrong!

(September 1st, 2017 Case Number 2-017-00001995 – Stolen Car Keys)

Additional items

MacBook 13' Computer check book etc.

Officer's Actions – Supplement:

November 1<sup>st</sup>, 2017

I will attempt to make contact with the sales person on November 2<sup>nd</sup>, 2017 once they open for business

November 2<sup>nd</sup>, 2017

Later in the afternoon I attempted to make contact with the salesperson Hackney supposedly talked to with and had a negative contact with any salesperson

OC Welch Sales Person Scott Henthorn

After my briefcase was stolen I did not have a Credit Card or Cash/Check so I had to borrow 20 dollars from OC Welch at OC Welch Dealership located across from where the items were stolen. I was leaving the dealership and a few sales people said hello and asked me how I was doing and upon explaining the theft incident Scott Henthorn, an OC Welch Sales Person explained moments earlier he saw a person throw a black back pack into a silver truck.

Enclosed, view letter from Scott Henthorn

What is a negative contact? Appears to be No attempt made?

Make Sense?

"I attempted to make contact with the salesperson Hackney supposedly talked to with and had a negative contact with any salesperson"

I was attempting to give Jasper County Lt. Smith the name of the person but the phone D/C or as I felt Lt. Smith hung up on me. I am not sure what/how attempts were made or but he could have simply called me or stopped by where I typically am located IE in front of the Hilton Head Hyundai Dealership located just across the Highway 278 median. Good Grief great investigative work! "Supposedly" defines his thinking!

Deputy Smith made no attempt to contact me after we met on November 1<sup>st</sup>, 2017 including any effort to obtain the name of the only witness to the Theft.

I made contact SCDOT at their facility in Ridgeland, SC regarding the briefcase being stolen

During the afternoon persons in a truck were walking the median picking up trash and I was not concerned about theft as I watched them walk pass my briefcase; my only thought was to address their concern if one of them stopped as I would have approached them accordingly to explain as it may look suspicious to them bungee corded to a drainage ditch. The individuals walked pass back and forth then into their truck and left not addressing any concern.

Noted, I was not concerned of these individuals involved in my briefcase being stolen from the median on Highway 278. I was upset after the event and do not recall a conversation or concerned regarding SCDOT as they had left prior the event so I am not sure why Sheriff Deputy Smith called SCDOT. I had ZERO concern of the individuals walking the median picking up trash as I saw them leave prior my briefcase being tossed into a Silver Truck per Scott Henthorn.

"He placed his Briefcase in the Median with him"

The reason I had my briefcase bungie corded to the drainage is the following; one sign and a one set of car keys stolen in front of the Hilton Head Hyundai and Peacock Auto Mall Dealerships. Also, a sign was stolen from my car as it was missing upon returning one evening from shopping. It was not near me. I thought it would be safe located on the HWY 278 median fastened to a drainage ditch that is located below street level making it difficult to see as persons would be driving by! My thinking was best effort but wrong!

First Sign Stolen:

I went shopping at a few businesses.

Upon leaving Wal-Mart after my daily activity I put my sign in the back seat, it is large and could be seen as it was almost touching the ceiling of my car. Prior my last stop I noticed it was missing, well I would define as stolen because two Apple Computers (MacBook 13' and MacBook Pro 15 - Retina) one of which was in the back seat - both still in the car.

South Carolina State Troopers Office:

As noted, my concerns are and have been with the Jasper County Sheriff's Office lack of effort protecting my First Amendment Rights. As such, I contacted the State Troopers Office in Ridgeland, SC. to ask for their assistance since it is a State Highway; an officer said he would see if any cameras during this timeframe might have video of the Silver Truck.

Important Time Frame:

The previous evening at 5:31PM The Honorable Judge Carmen T. Mullen denied Hilton Head Hyundai's request for a Restraining Order. An Individual may wonder and think, the following day all my identification, credit cards, cash and computers are stolen; as stated, I live in Atlanta and one might think the theft would force me to leave town but I was back the next day informing the public of Hilton Head Hyundai's behavior!

Point of Reference:

1. The Briefcase included my name and phone number so if a person thought it was suspicious or lost they could have called me.
2. I inquired with the Hardeeville Police Station regarding anyone dropping of a briefcase.
3. Cancelled my Credit Cards but left a gas card open and there were no unauthorized charges post the theft! I would think if a thief took my briefcase there would be an attempt to use an open card?
4. Scott Henthorn informed me it appeared to be a new pick-up truck. (THIEF?)
5. It is very difficult to see drainage ditch at random, not to mention at 60 miles per hour!

6. Point, if my Briefcase was not turned in because it looked suspicious and there were no charges on an open credit card then one would think the incident served another purpose. (NOTED, IMPORTANT TIME FRAME per above.)
7. It appears no attempt was made to contact the person who witnessed the theft; I asked for a letter and he provided one to be filed with the Jasper County Sheriff's Office. He also informed me the Sheriff's Office did not attempt to contact him.

Regards,

Greg Hackney

Jasper County Sheriff Office  
*Lt. Smith*  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

# Jasper County Sheriff's Office

## Summary

Print Date/Time: 11/30/2017 09:27  
 Login ID: bbrown  
 Case Number: 2017-00002597

Jasper County Sheriff's Office  
 ORI Number: SC0270000

### Case

Case Number: 2017-00002597  
 Location:  
 Reporting Officer ID: 577561 - Smith

Incident Type: Larceny - Theft  
 Occurred From: 11/01/2017 16:46  
 Occurred Thru: 11/01/2017 16:46  
 Disposition: Closed  
 Disposition Date: 11/02/2017  
 Reported Date: 11/01/2017 16:46 Wednesday

### Offenses

| No. | Group/ORI | Crime Code | Statute     | Description   | Counts |
|-----|-----------|------------|-------------|---------------|--------|
| 1   | State     | 23H        | 16-13-30(A) | LARCENY PETIT | 1      |

### Subjects

| Type        | No. | Name          | Address                        | Phone | Race    | Sex     | DOB/Age          |
|-------------|-----|---------------|--------------------------------|-------|---------|---------|------------------|
| Suspect (S) | 1   | Unknown       | UNKNOWN                        |       | Unknown | Unknown |                  |
| Victim (V)  | 1   | hackney, greg | 619 SYCAMORE ST<br>DECATUR, GA |       | White   | Male    | 04/20/1965<br>52 |

### Arrests

| Arrest No. | Name | Address | Date/Time | Type | Age |
|------------|------|---------|-----------|------|-----|
|------------|------|---------|-----------|------|-----|

### Property

| Date       | Code            | Type                | Make | Model | Description                                     | Tag No. | Item No. |
|------------|-----------------|---------------------|------|-------|-------------------------------------------------|---------|----------|
| 11/01/2017 | Stolen/Etc. (7) | Other-Property (77) |      |       | Briefcase Stolen with multiple documents inside |         |          |

### Vehicles

| No. | Role | Vehicle Type | Year | Make | Model | Color | License Plate | State |
|-----|------|--------------|------|------|-------|-------|---------------|-------|
|-----|------|--------------|------|------|-------|-------|---------------|-------|

### Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

## Narrative

POSTAL TIME STAMP

### Synopsis:

On November 1, 2017 at approximately 1715, I Deputy J. Smith, responded to the median of Independence Boulevard near the intersection of Argent Boulevard in reference to a stolen briefcase. This location is within the County of Jasper.

### Interview with victim, Greg Hackney:

Hackney informed me that while he was protesting in the median near the Hyundai dealer ship he placed his briefcase in the median with him. Hackney stated that he had it wrapped and attached to the drain with bungie cords to have it near him. Hackney informed me at approximately 1630 hours a gentleman stopped and he began to talk with for approximately twenty minutes. Hackney stated while he was talking with him his briefcase went missing. Hackney informed me he believes that the Peacock Corp possibly took it while he was talking with the subject. Hackney stated he had court documents, passport, First Citizens bank card, Chevron gas card, and \$4500.00 in receipts from staying down here.

### Officer's actions:

I arrived and talked with Hackney regarding the incident. I issued Hackney a victim's form and case number to document the theft. After leaving the scene I received a call from Hackney who informed me a salesman from the Ford dealer ship observed a silver truck stop and take the briefcase from the drain. I will attempt to make contact with the sales person on November 2, 2017 once they open for business. I will also attempt to contact SCDOT and ask if they had taken the briefcase while collecting litter during the time Hackney was protesting. Once the follow ups are completed a supplement will be completed.

### Attachment:

1) Victim's form.

### Supplement

On November 2, 2017 I made contact with SCDOT at their facility in Ridgeland, SC regarding the briefcase being taken. I was able to speak to the foreman for the crew for the day and was advised that none of the DOT workers took the briefcase from the storm drain near where Hackney was standing. I then made contact with The Greenery who was sub contracted by DOT and was told that no subjects were in the area at the time the briefcase went missing. Later in the afternoon I attempted to make contact with the salesperson Hackney supposedly talked with and had negative contact with any sales person. All DOT and Greenery vehicles were identified to have markings on the sides for their business. The suspect vehicle was identified to have no markings on the side as it was observed in the median. Due to the lack of evidence on who took the briefcase the case was closed at this time.

Victim's Form

# JASPER COUNTY

## \*Victim Notification Information Form\* CONFIDENTIAL INFORMATION

Receiving Correctional Officer: \_\_\_\_\_

**VICTIM INFORMATION** (South Carolina Statute 16-3-1515) CASE # 17-2597

Name of Victim: Greg Hackney Victim is: ☐ deceased, ☐ minor or ☐ Mentally Ill

Physical Address: 619 Sycamore St Decatur GA 30030

Telephone #: (H) 678-855-9297 (B) \_\_\_\_\_ Emergency #: \_\_\_\_\_

Relative or Contact Person: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

SUSPECT'S NAME: UNKNOWN DATE OF INCIDENT: 11/1/17

INCIDENT TYPE: Larceny

In order for law Enforcement to make a reasonable attempt to contact you of the arrest and of the appropriate court proceedings or procedure; it is your responsibility to notify the appropriate agency of any change in your address or phone number.

BOND HEARING: Time: \_\_\_\_\_ TYPE OF COURT & SCHEDULE: Time: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Magistrate Court ☐ Magistrate Court

☐ Municipal Court ☐ Municipal Court

☐ General Sessions

I do ☐ do not ☐ wish to be present for bond hearing.

I do ☐ do not ☐ wish to be contacted when the defendant is release from jail.

**The following efforts were made to contact the victim:**

| Phone Number Called | Date/Time | Reason | Name Of Caller | Person Notified | Not Notified |
|---------------------|-----------|--------|----------------|-----------------|--------------|
| _____               | _____     | _____  | _____          | _____           | _____        |
| _____               | _____     | _____  | _____          | _____           | _____        |

**BOND RECOMMENDATION**

As a victim of a crime, I have received a copy of the Victim Notification Information Form provided to me and I agree the victim information is correct.

Victim's Signature \_\_\_\_\_ Date \_\_\_\_\_ Officer's Signature \_\_\_\_\_ Date 11/1/17

White Copy - Attach to Report    Yellow Copy - Court    Pink Copy - Detention Center    Goldenrod - Victim

**April 2, 2018**

***I am employed at O C WELCH FORD LINCOLN***

***Located at 4920 Independence Blvd. Hardeeville  
S.C. 29927***

***On November 1<sup>st</sup> 2017 later in the afternoon while  
I was at work, I noticed a Grey color Pick-up Truck  
that stopped in the Turn median in front of the  
dealership...a male then exited the driver's door  
and walked to the right side ditch from where I  
was looking. He did something while bent over  
that I could not see for a few seconds and then  
stood up with a back pack , threw it in the back of  
his truck and left travelling East on Highway 278.***

***Please feel free to contact me if you have any  
further questions.***



**Scott Henthorn**

**919 221 1270**

|                               |   |                                      |
|-------------------------------|---|--------------------------------------|
| STATE OF SOUTH CAROLINA       | ) | IN THE COURT OF COMMON PLEAS         |
|                               | ) |                                      |
| COUNTY OF JASPER              | ) | CIVIL ACTION NO.: 2017-CP-27-00386   |
|                               | ) |                                      |
| FIRST TEAM HYUNDAI, LLC d/b/a | ) |                                      |
| HILTON HEAD HYUNDAI,          | ) |                                      |
|                               | ) |                                      |
| PLAINTIFF,                    | ) | <b>ORDER DENYING PLAINTIFF'S</b>     |
|                               | ) | <b>MOTION FOR TEMPORARY</b>          |
| v.                            | ) | <b>RESTRAINING ORDER</b>             |
|                               | ) | <b>AND/OR PRELIMINARY INJUNCTION</b> |
| GREG S. HACKNEY,              | ) |                                      |
|                               | ) |                                      |
| DEFENDANTS.                   | ) |                                      |

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THIS MATTER came before the Court on Plaintiff's Motion for Temporary Restraining Order and/or Preliminary Injunction filed with this Court on September 22, 2017 and Plaintiff's Amended Motion for Temporary Restraining Order and/or Preliminary Injunction filed October 6, 2017. A hearing was held on October 24, 2017. Present at the hearing were John Lyons, as representative for Plaintiff First Team Hyundai ("Plaintiff"), Plaintiff's Counsel, Bradford N. Martin, and Defendant Greg S. Hackney, appearing *pro se*. Having reviewed the pleadings in this matter, relevant case law, and having heard the arguments of the parties, for the following reasons, Plaintiff's Motion is Denied.

#### BACKGROUND

Plaintiff is engaged in the business of automotive sales and repair and claims a good reputation in the community is crucial to this business. Defendant, by all accounts, a dissatisfied customer, has been appearing daily outside of Plaintiff's place of business and admits to accusing the dealership of lying and committing fraud by way of written signs and oral statements to passers-by. On September 4, 2017, Plaintiff issued a Trespass Notice to the Defendant, at which time the Defendant moved to the right-of-way in the highway adjacent to Plaintiff's business. Plaintiff filed

IN THE STATE OF SOUTH CAROLINA COUNTY  
OF JASPER

IN THE COURT OF COMMONS PLEAS FOR THE  
FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

2017CP2700386

Plaintiff

V

Third Stolen Sign

Greg Hackney

Defendant

FILED  
JAN 20 11 12:28

Jasper County Court:

On January 19<sup>th</sup>, 2017 I ~~LAID~~ down my sign in front of Hilton Head Hyundai and walked to my car, estimated time = 1 minute, upon turning around post grabbing a drink I saw a White Mini Van exiting the Hilton Head Hyundai Dealership and immediately drive upon the grass where my sign was located. I watched as two gentlemen opened the door and put my sign into their vehicle as such it was stolen; the driver panicked upon my noticing their theft and reversed dangerously driving back into the dealership through the EXIT LANE.

I informed Brad Martin, Hilton Head Hyundai Counsel, on January 26<sup>th</sup>, 2017 and requested he asked John Lyons to resend a message refraining his employees from violating my First Amendment Rights.

NOTED: Not an accusation but a request.

I did not file an incident report with the legal authority, Jasper County Sheriff's Office, because my lack in confidence based on their prior actions to other violations of my First Amendment Rights.

I did visit the South Carolina Trooper Office and address the issue as they referred me to SLED.

It has been a month since the theft, violation of my Rights and there have not been any other incidents; as such I do not request the court to intercede but wanted to document accordingly. I will address the court directly if any other First Amendment Violations occur.



Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 12th, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.,  
Ridgeland, South Carolina 29936

RE: Subpoena

Jasper County Sheriff Administrator:

Below are names, partial names and request for names that will be serviced a subpoena to appear in Jasper County Court Case 2017-CP-27-00386. Please provide a document with their full name so the required legal documents can be properly fill out thus in a timely manner.

1. Sheriff Chris Malphrus
2. Deputy Chief Morris
3. Deputy Sheriff Smith
4. Deputy Sheriff Hartley
5. Deputy Sheriff Hunnicutt
6. Deputy Sheriff Dodson
7. Deputy Sheriff, Labor Day Incident Demanding I leave the premise or be arrested.
8. Deputy Sheriff, Labor Day Incident Demanding I leave the premise or be arrested (Black Truck with the Sheriff Deputy Number (7) as noted three vehicles including Deputy Sheriff Hunnicutt.
9. Receptionist (Front Window)
10. Individual Staff person – copy of Wal-Mart Video.
11. David Tedder, Jasper County Lawyer, "County has fulfilled FOIA request"

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM JASPER COUNTY  
Court of Common Pleas  
The Honorable Carmen T. Mullen, 14<sup>th</sup> Circuit Court Judge

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Case No. 2017-CP-27-0386  
Appellate Case No. 2017-002548

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**RECEIVED**  
MAY 18 2018  
SC Court of Appeals

First Team Hyundai, LLC d/b/a Hilton Head Hyundai .....Appellant

V.

Gregory Hackney.....Respondent

**PROOF OF SERVICE**

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I, Greg Hackney certify that I have serve a copy of the Response to Appellant's Initial Brief and Designation of Matter to be included in Record on Appeal by depositing a copy in the US Mail. Postage Paid on June 18<sup>th</sup>, 2018.

Addressed to  
Bradford, Neal Martin and Associates, P.A.  
Attn: Brad Martin  
201 W. Mcbee Avenue  
Greenville, South Carolina 29601

Greg Hackney



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