

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM JASPER COUNTY
Court of Common Pleas

The Honorable Carmen T. Mullen, Circuit Court Judge

RECEIVED

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SC Court of Appeals

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

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

v.

Greg S. Hackney Respondent

RECORD ON APPEAL

Greg Hackney
30 Old Vermont Place
Sandy Springs, GA 30328
(678)-855-2975

Respondent, Pro se

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Attorneys for Appellant

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

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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,	)	ORDER DENYING PLAINTIFF'S
	)	MOTION FOR TEMPORARY
v.	)	RESTRAINING ORDER
	)	AND/OR PRELIMINARY INJUNCTION
GREG S. HACKNEY,	)	
	)	
DEFENDANTS.	)	

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

a Summons and Complaint on September 17, 2017 for Injunction and Defamation and claims Defendant is engaged in both libel and slander as he is using written signs and making allegedly defamatory statements to passers-by. Plaintiff now seeks an order restraining and enjoining Defendant from publishing allegedly defamatory statements about the Plaintiff, whether in writing or orally as well as any other person or entity, in like manner, who are in active concert or participation with the Defendant.

ANALYSIS

To obtain an injunction, a party must demonstrate irreparable harm, a likelihood of success on the merits, and the absence of an adequate remedy at law. *Denman v. City of Columbia*, 691 S.E.2d 465 (S.C. 2010). A preliminary injunction is an extraordinary remedy never awarded as of right; in each case, courts must balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the requested relief. *Winter v. Natural Resources Defense Council, Inc.*, 129 S. Ct. 365 (U.S. 2008).

Irreparable Harm

A plaintiff must make a "clear showing" that he is likely to suffer irreparable harm if the preliminary injunction is denied. *Hodges v. Abraham*, 253 F. Supp. 2d 846 (D.S.C. 2002). Plaintiff's Complaint and motions for injunctive relief provide only conclusory statements regarding irreparable harm to the Plaintiff. The affidavit provided in support of these allegations states that multiple calls were received reporting the Defendant's actions to the Plaintiff, and that out of these calls, two callers stated they decided not to do business with the Plaintiff based on the Defendant's actions. However, the Plaintiff did not establish that the callers in question based their decision on the alleged defamatory comments at issue in this case. At the hearing, Mr. Lyons testified regarding the customer service index numbers from the past quarter but was unable to

attribute any decline to the Defendant with specificity. Mere conjecture is not sufficient as it is not enough for a Plaintiff to show the possibility of irreparable injury; rather, it must "demonstrate that irreparable injury is *likely* in the absence of an injunction." *Winter v. Natural Resources Defense Council, Inc.*, 129 S. Ct. 365 (U.S. 2008) (emphasis in original). Accordingly, this Court finds Plaintiff has failed to satisfy his burden that it is likely to suffer an irreparable injury if its motions for a temporary restraining order and/or preliminary injunction are not granted.

Given this conclusion, the Court need not address the other prongs of the preliminary injunction analysis required for a temporary injunction. See *Winter v. Natural Resources Defense Council, Inc.*, 129 S. Ct. 365 (U.S. 2008) (failure to prove even one factor necessary for a preliminary injunction will preclude such relief). However, it is important to note that even if the Plaintiff had established the existence of some irreparable harm, the balance of harms would still weigh in favor of denial as Defendant has demonstrated he would suffer damages of the most serious kind if an injunction was issued, a violation of his free speech rights under the First Amendment. Plaintiff has not shown the danger to be avoided to be so great or so imminent as to justify the invasion of constitutional freedoms.

Prior Restraint

It is a well-settled principle at the intersection of First Amendment law and preliminary injunctive relief practice that the loss of First Amendment freedoms, even for short periods of time, constitutes "irreparable injury." See *Elrod v. Burns*, 427 U.S. 347, 373, 96 S. Ct. 2673 (1976) ("The loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury"). Further, prior restraints, in the form of preliminary injunctions to "enjoin a libel," are "prior restraints on speech and publication [which] are the most serious and least tolerable infringement on First Amendment rights." *Tory v. Cochran*, 544 U.S. 734, 738, 125

S. Ct. 2108, 161 L. Ed. 2d 1042 (2005). As a result, injunctive relief has not traditionally been available in actions for slander or libel and has been found to be constitutional only in exceptional cases¹ none of which are present in the instant case. *Tory v. Cochran*, 544 U.S. 734, 738, 125 S. Ct. 2108, 161 L. Ed. 2d 1042 (2005).

CONCLUSION

Based on the foregoing, Plaintiff's motions for a temporary restraining order and/or preliminary injunction in this matter is hereby denied.

IT IS ORDERED.

Carmen Tevis Mullen
Chief Administrative Judge
Fourteenth Judicial Circuit

October ____, 2017
Ridgeland, South Carolina

¹ Exceptions initially were limited to speech threatening the nation's military security, obscene speech, or "incitement to acts of violence and the overthrow by force of orderly government." *Near v. Minnesota*, 283 U.S. 697, 51 S.Ct. 625, 75 L.Ed. 1357 (1931). Modern cases considering the question have permitted independent grounds for equitable relief including the protection of property rights, to restrain illegal conspiracies or coercion, or to avoid multiplicity of actions to not be inhibited merely because of the fact that its exercise involves prior restraint on publications. 47 A.L.R.2d 715 (Originally published in 1956).



Jasper Common Pleas

Case Caption: First Team Hyundai, Llc DbA Hilton Head Hyundai VS Gregory Hackney
Case Number: 2017CP2700386
Type: Order/Other

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2017-10-31 10:16:45 page 5 of 5

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF JASPER

CASE NO. 2017-CP-27-00386

First Team Hyundai, LLC dba Hilton Head

Hyundai

PLAINTIFF(S)

Greg S. Hackney

DEFENDANT(S)

Submitted by: Crystal H. Swinford

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: Plaintiff's Motion for Reconsideration of this Court's Order, dated October 31, 2017, denying Plaintiff's Motion for Temporary Restraining Order and/or Preliminary Injunction is respectfully denied without rehearing.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

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

Circuit Court Judge

2142

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

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

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



Jasper Common Pleas

Case Caption: First Team Hyundai, Llc DbA Hilton Head Hyundai VS Gregory Hackney

Case Number: 2017CP2700386

Type: Order/Form 4

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2017-12-06 10:10:22 page 3 of 3

IN THE STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF JASPER	)	FOR THE FOURTEENTH JUDICIAL
	)	CIRCUIT
	)	
First Team Hyundai, LLC dba Hilton Head Hyundai,	)	C. A. No. 2017-CP-27-
	)	
Plaintiff,	)	
	)	SUMMONS
v.	)	
	)	
Greg S. Hackney,	)	
	)	
Defendant.	)	
_____	)	

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at 201 West McBee Avenue, Suite 302, Post Office Box 10410, Greenville, South Carolina 29603, within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

September 22, 2017

s/Bradford N. Martin
 Bradford N. Martin, Esq. (SC Bar No. 3658)
 Laura W. H. Teer, Esq. (SC Bar No. 16698)
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IN THE STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF JASPER	)	FOR THE FOURTEENTH JUDICIAL
	)	CIRCUIT
	)	
First Team Hyundai, LLC dba Hilton Head	)	
Hyundai,	)	C. A. No. 2017-CP-27-
	)	
Plaintiff,	)	
	)	
v.	)	COMPLAINT
	)	
Greg S. Hackney,	)	
	)	
Defendant.	)	
	)	

The Plaintiff, complaining of Defendant, would respectfully show to the Court:

1. Plaintiff is a corporation organized in the State of South Carolina and doing business in Jasper County.
2. Upon information and belief, Defendant is a citizen of the State of Georgia and currently living in Jasper County.
3. Jurisdiction and venue are proper in this court in that a substantial part of the events or omissions giving rise to this matter have occurred in Jasper County.

FOR A FIRST CAUSE OF ACTION
INJUNCTION

4. The allegations of the previous paragraphs are incorporated into this cause of action as though rewritten here.
5. Defendant brought his vehicle to the Plaintiff's service department after it was involved in an accident.
6. Plaintiff completed all authorized repairs related to the accident as well as performing an engine repair that was under a recall by the manufacturer.

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

8. A dispute then arose over additional repairs that were declined by the Defendant's motor vehicle insurance carrier that Defendant wanted to have covered.

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

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

11. Defendant has made defamatory statements about the Plaintiff through written signs and oral statements and has published the defamatory statements to by-passers outside of Plaintiff's business.

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

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

FOR A SECOND CAUSE OF ACTION
DEFAMATION

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.

16. Defendant published these statements to others.
17. The statements made by the Plaintiff are false and defamatory.
18. These statements were calculated to lower Plaintiff's reputation in the estimation of the community.
19. Defendant's statements were not privileged and were intentionally made to third parties.
20. Defendant's statements were made with actual malice.
21. Defendant's statements are slanderous *per se*.
22. The statements are malicious, deliberate and calculated to harm the reputation of Plaintiff. Accordingly, punitive damages are also requested.

WHEREFORE, Plaintiff prays for judgment against the Defendant as follows:

1. Actual damages in such amounts as may be proper;
2. Punitive damages;
3. For a temporary and permanent injunction against Defendant and an award of reasonable attorney's fees and costs;
4. For such other and further relief as to the court may be proper.

Respectfully submitted,

s/Bradford N. Martin

Bradford N. Martin, Esq. (SC Bar No. 3658)

Laura W. H. Teer, Esq. (SC Bar No. 16698)

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ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC

DBA HILTON HEAD HYUNDAI

September 22, 2017

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER) FOR THE FOURTEENTH JUDICIAL
CIRCUIT

First Team Hyundai, LLC dba. Hilton Head
Hyundai,

C. A. No. 2017-CP-27-

Plaintiff,

v.

VERIFICATION OF COMPLAINT

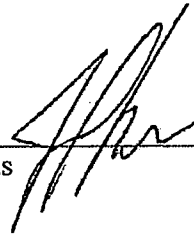
Greg S. Hackney,

Defendant.

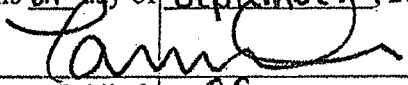
Personally appeared before me, an officer duly authorized to administer oaths, John Lyons, as representative of Plaintiff First Team Hyundai, LLC dba Hilton Head Hyundai, who states under oath that the facts contained in the foregoing Verified Complaint are true and correct, except those matters and things therein stated upon information and belief, and those he believes to be true and except as to the legal matters contained therein. This verification is based on the personal knowledge of the executing party, as well as his review of records maintained in the ordinary course of business and information obtained by and through agents and employees of First Team Hyundai, LLC dba Hilton Head Hyundai and its representatives.

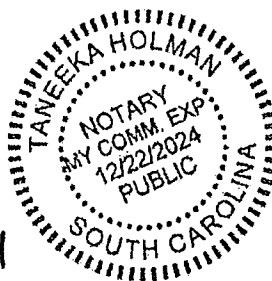
The word usage and sentence structure may be that of the attorney assisting in the preparation of this pleading and does not necessarily purport to be the precise language of the executing party.

John Lyons



Sworn to and subscribed before me
This 21 day of September, 2017.


Notary Public for SC
My Commission Expires: 12/22/2024



IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER) FOR THE FOURTEENTH JUDICIAL
CIRCUIT

First Team Hyundai, LLC dba Hilton Head
Hyundai,

C. A. No. 2017-CP-27-

Plaintiff,

v.

**MOTION FOR TEMPORARTY
RESTRAINING ORDER AND/OR
PRELIMINARY INJUNCTION**

Greg S. Hackney,

Defendant.

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for Plaintiff herein, will move before the Presiding Judge of the Court of Common Pleas in Jasper County, South Carolina, at such place and time as his honor may designate, pursuant to Rule 65 of the South Carolina Rules of Civil Procedure, for a Temporarily Restraining Order and/or Preliminarily Injunction to enjoin the Defendant, up to and including a final decision on the merits, as follows:

1. Restraining and enjoining Defendant Greg S. Hackney from publishing defamatory statements about the Plaintiff, whether in writing or orally;
2. Restraining and enjoining any other person or entity, in like manner, who are in active concert or participation with the Defendant.
3. Any and all acts as the Court deems appropriate for Injunctive Relief.

This Motion is based upon the fact that:

1. Plaintiff has a reasonable probability of success on the merits;
2. Plaintiff will be irreparable injured by denial of relief;

3. The granting of this preliminary relief will not result in greater harm to the non-moving parties; and
4. The granting of the preliminary relief will be in the public interest.

As discussed in greater specificity in the Memorandum of Law and Verified Complaint filed herewith, Hilton Head Hyundai satisfies the requirements for injunctive relief under South Carolina law. Therefore, a Temporary Restraining Order and/or Preliminary Injunction are necessary and appropriate to preserve the status quo pending the judicial resolution of matters specified in the Verified Complaint filed herewith.

Thus, through its Verified Complaint, Plaintiff has adequately demonstrated that immediate intervention is necessary from this Court in order to prevent the continued, deliberate, and wanton unlawful conduct of Defendant. Accordingly, a Temporary Restraining Order and/or Preliminary Injunction is appropriate pending a trial on the merits.

Respectfully submitted,

s/Bradford N. Martin

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Laura W. H. Teer, Esq. (SC Bar No. 16698)

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**ATTORNEYS FOR FIRST TEAM HYUNDAI,
LLC DBA HILTON HEAD HYUNDAI**

September 22, 2017

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER) FOR THE FOURTEENTH JUDICIAL
CIRCUIT

First Team Hyundai, LLC dba Hilton Head
Hyundai,

C. A. No. 2017-CP-27-

Plaintiff,

v.

**MEMORANDUM IN SUPPORT OF
PLAINTIFF'S MOTION FOR
TEMPORARY RESTRAINING
ORDER AND/OR PRELIMINARY
INJUNCTION**

Greg S. Hackney,

Defendant.

I. INTRODUCTION

First Team Hyundai, LLC dba Hilton Head Hyundai ("Hilton Head Hyundai") is engaged in the very competitive business of automotive sales and repair. A good reputation in the community is crucial in this business.

Defendant came to Hilton Head Hyundai when his car was involved in an accident. Hilton Head Hyundai submitted a claim to the Defendant's insurance carrier and performed the authorized repairs. Hilton Head Hyundai also performed recall work that was under warranty by the manufacturer. Defendant became increasingly agitated during the repair process: first because his check was declined by a third-party check processing company; next because the insurance carrier would not authorize all of the repair work he wanted performed; and finally because he was asked to return the rental car when the repairs were completed. Defendant is currently appearing on a daily basis on a busy road-way outside of Hilton Head Hyundai's business accusing the dealership of lying and committing fraud by way of written signs and oral statements to passers-by.

Absent the requested relief, Defendant is expected to continue the publication of his defamatory statements, therefore a temporary restraining order or preliminary injunction are necessary.

II. ARGUMENTS

A. Standard for Granting Temporary Restraining Order or Preliminary Injunction.

Rule 65 of the South Carolina Rules of Civil Procedure permits a party to seek injunctive relief if it believes it will suffer irreparable harm or injury during the pendency of the action. The purpose of a preliminary injunction is to preserve the status quo and prevent irreparable harm to the party requesting it. *Powell v. Immanuel Baptist Church*, 261 S.C. 219, 221, 199 S.E.2d 60, 61 (1973).

An applicant for a preliminary injunction must allege sufficient facts to state a cause of action for injunction and demonstrate that this relief is reasonably necessary to preserve the rights of the parties during the litigation. *County of Richland v. Simpkins*, 348 S.C. 664, 669, 560 S.E.2d 902, 904 (Ct. App. 2002). The applicant must establish three elements:

- (1) he will suffer immediate, irreparable harm without the injunction;
- (2) he has a likelihood of success on the merits; and
- (3) he has no adequate remedy at law.

Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc., 361 S.C. 117, 121, 603 S.E.2d 905, 908 (2004).

In deciding whether to grant an injunction, the court must balance the benefit of an injunction to the plaintiff against the inconvenience and damage to the defendant.

Strategic Res. Co. v. BCS Life Ins. Co., 367 S.C. 540, 544, 627 S.E.2d 687, 689 (2006).

B. Plaintiff will suffer irreparable injury if the motion is denied

As Benjamin Franklin once said, "Glass, China, and Reputation, are easily crack'd, and never well mended." In *Rosenbloom v. Metromedia, Inc.*, 403 U.S. 29, 91 S.Ct. 1811, 29 L.Ed.2d 296 (1971) the Supreme Court stated:

It is clear that there has emerged from our cases decided since *New York Times v. U. S.*, 403 U.S. 713, 91 S.Ct. 2140, 29 L.Ed.2d 822] the concept that the First Amendment's impact upon state libel laws derives not so much from whether the plaintiff is a 'public official,' 'public figure,' or 'private individual,' as it derives from the question whether the allegedly defamatory publication concerns a matter of public or general interest.

The public interest in the present case is minimal or non-existent therefore, Defendant's publication, which is also defamatory and unprivileged, should be enjoined.

C. Plaintiff has a likelihood of success on the merits

Defendant is engaged in both libel and slander as he is using written signs and making defamatory statements to passers-by.

Slander "is actionable per se when the defendant's alleged defamatory statements charge the plaintiff with one of five types of acts or characteristics: (1) commission of a crime of moral turpitude; (2) contraction of a loathsome disease; (3) adultery; (4) unchastity; or (5) unfitness in one's business or profession." *Goodwin v. Kennedy*, 347 S.C. 30, 36, 552 S.E.2d 319, 322-23 (Ct. App. 2001). Defendant is accusing Hilton Head Hyundai of being unfit in its business, therefore, his statements are actionable *per se*.

Libel is actionable *per se* if it involved written or printed words that tend to degrade the person in the estimation of his friends or acquaintances or the public or to disgrace him. *Holtzscheiter v. Thomson Newspapers, Inc.*, 332 S.C. 502, 506 S.E.2d 497 (1998) (*Holtzscheiter II*). Essentially, all libel is actionable *per se*.

Hilton Head Hyundai is thus likely to succeed on the merits and a temporary restraining order and/or preliminary injunction should issue.¹

D. There is no Adequate Remedy at Law

Injunctive relief is warranted because an award of monetary damages will not repair the damage to Hilton Head Hyundai for the loss of goodwill caused by Defendant's defamatory statements. Plaintiff is well known in the community. The allegations by the Defendant attack the Plaintiff's integrity and trustworthiness as a business. Plaintiff may never be able to restore its reputation in the community once it is diminished by the defamatory statements. These defamatory statements would cause the Plaintiff to suffer a future injury of uncertain date and incalculable magnitude.

III. CONCLUSION

Defendant is publishing defamatory statements about the Plaintiff. Defendant is expected to continue to injure the Plaintiff, causing irreparable harm. There is a great likelihood of success on the merits in Plaintiff's defamation action. There is very little harm to the Defendant in not being allowed to publish defamatory materials.

¹ Generally an injunction will not issue to restrain torts, such as defamation or harassment, against the person. *Alberti v. Cruise*, 383 F.2d 268 (4th Cir.Va. 1967). An exception to this rule is if the applicant for injunctive relief shows the involvement of conspiracy, intimidation or coercion. See also *Carter et al. v. Knapp Motor Co.*, 243 Ala. 600, 11 So.2d 383, 144 A.L.R. 1177 (holding that an automobile dealer was entitled to an injunction to restrain a defendant who, for the purpose of coercing the complainant to give him another car, exhibited in the street a sign disparaging the quality of the cars sold by him.) In the present case, the Defendant is publishing defamatory statements about the Plaintiff because the Plaintiff refused to require his insurance carrier to cover repairs the carrier had declined.

Therefore, Plaintiff respectfully requests that this Court order a temporary restraining order followed by a preliminary injunction while the case is pending.

Respectfully submitted,

s/Bradford N. Martin
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**ATTORNEYS FOR FIRST TEAM HYUNDAI,
LLC DBA HILTON HEAD HYUNDAI**

September 22, 2017

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER) FOR THE FOURTEENTH JUDICIAL
CIRCUIT

First Team Hyundai, LLC dba Hilton Head
Hyundai,

C. A. No. 2017-CP-27-

Plaintiff,

v.

Greg S. Hackney,

**AMENDED MOTION FOR
TEMPORARY RESTRAINING
ORDER AND/OR PRELIMINARY
INJUNCTION**

Defendant.

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for Plaintiff herein, will move before the Presiding Judge of the Court of Common Pleas in Jasper County, South Carolina, at such place as your Honor may designate and at the earliest possible time the Motion can be set down for hearing, as your Honor may designate, pursuant to Rule 65 of the South Carolina Rules of Civil Procedure, for a Temporary Restraining Order and/or Temporary Injunction to enjoin the Defendant, up to and including a final decision on the merits, as follows:

1. Restraining and enjoining Defendant Greg S. Hackney from publishing defamatory statements about the Plaintiff, whether in writing or orally;
2. Restraining and enjoining any other person or entity, in like manner, who are in active concert or participation with the Defendant;
3. Any and all acts as the Court deems appropriate for Injunctive Relief.

This Motion is based upon the fact that:

1. Plaintiff has a reasonable probability of success on the merits;

2. Plaintiff will be irreparable injured by denial of relief;
3. The granting of this preliminary relief will not result in greater harm to the non-moving parties; and
4. The granting of the preliminary relief will be in the public interest.

As discussed in greater specificity in the Memorandum of Law and Verified Complaint previously filed, as well as the Affidavit of Amanda Stewart, filed herewith, Hilton Head Hyundai satisfies the requirements for injunctive relief under South Carolina law. Plaintiff shall give such security as the Court deems proper. Therefore, a Temporary Restraining Order and/or Temporary Injunction are necessary and appropriate to preserve the status quo pending the judicial resolution of matters specified in the Verified Complaint filed herewith.

Thus, through its Verified Complaint, Plaintiff has adequately demonstrated that immediate intervention is necessary from this Court in order to prevent the continued, deliberate, and wanton unlawful conduct of Defendant. Accordingly, a Temporary Restraining Order and/or Temporary Injunction is appropriate pending a trial on the merits. Plaintiff additionally requests an award of attorneys' fees and costs associated with the bringing of this Motion.

Respectfully submitted,

s/Bradford N. Martin

Bradford N. Martin, Esq. (SC Bar No. 3658)
 Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.

Post Office Box 10410
 Greenville, South Carolina 29603

(864) 552-9990

(864) 552-9992 facsimile

**ATTORNEYS FOR FIRST TEAM HYUNDAI,
 LLC DBA HILTON HEAD HYUNDAI**

October 6, 2017

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER) FOR THE FOURTEENTH JUDICIAL
CIRCUIT

First Team Hyundai, LLC dba Hilton Head
Hyundai,

C. A. No. 2017-CP-27-0386

Plaintiff,

v.

AFFIDAVIT OF AMANDA STEWART

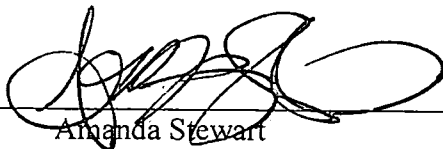
Greg S. Hackney,

Defendant.

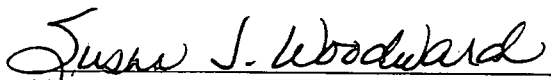
PERSONALLY APPEARED BEFORE ME the undersigned who, after being duly sworn, states:

1. My name is Amanda Stewart. I am the Business Development Director for Hilton Head Hyundai.
2. One of my duties is to oversee the staff who take incoming calls to the dealership.
3. Hilton Head Hyundai received multiple calls on October 4, 2017 stating that in addition to holding a sign stating that the dealership was dishonest, Mr. Hackney was flagging drivers down on the road outside the dealership, stopping them, and telling them not to do business at Hilton Head Hyundai.
4. The automotive industry is highly competitive and built largely on reputation. Two of the callers stated that they were on the way to the dealership to potentially purchase a car and decided not to do business with Hilton Head Hyundai because of Mr. Hackney's actions.

THE AFFIANT FURTHER SAYETH NOT.

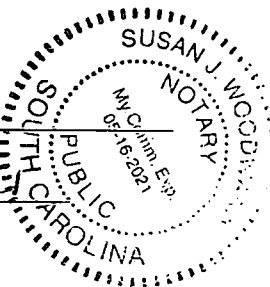

Amanda Stewart

SWORN TO BEFORE ME this 6
day of October, 2017.



Notary Public for South Carolina

My Commission Expires: 5-16-21



IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER) FOR THE FOURTEENTH JUDICIAL
CIRCUIT

First Team Hyundai, LLC dba Hilton Head
Hyundai,

C. A. No. 2017-CP-27-0386

Plaintiff,

v.

AFFIDAVIT OF DAVID SALZMANN

Greg S. Hackney,

Defendant.

PERSONALLY APPEARED BEFORE ME the undersigned who, after being duly sworn, states:

1. My name is David Salzmnn. I am employed part-time as a security officer for Hilton Head Hyundai.
2. The dealership was concerned about Greg Hackney because of his erratic behavior on the dealership property and in the roadway outside the dealership where he was making false statements through signs and statements to people driving down the road.
3. Hilton Head Hyundai asked the security staff to keep an eye on Mr. Hackney's behavior in case it presented a threat to customers or employees.
4. I observed Mr. Hackney on the shoulder of the roadway in front of the dealership where he was standing with his sign. I then observed him walking in the direction of the Wal-Mart located a short distance from Hilton Head Hyundai.
5. I drove in my car to the Wal-Mart parking lot and parked approximately 100 yards away from Mr. Hackney so that I could observe his behavior.

6. After several minutes, Mr. Hackney drove his car as if he was exiting the parking lot and then drove back around the parking lot and parked 4 or 5 parking spaces from my location.

7. Mr. Hackney approached my car and began yelling at me and threatened to wrap a six iron golf club around my head.

8. I informed Mr. Hackney that I would call the police and he walked away.

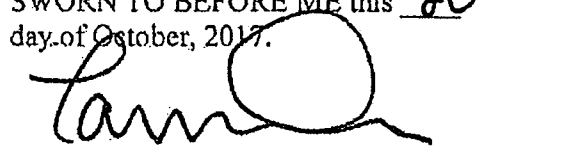
9. This is the only interaction I have had with Mr. Hackney and the only observation I have made of him from outside of Hilton Head Hyundai's property.

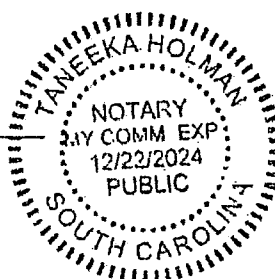
10. At no time did I threaten or harass Mr. Hackney.

THE AFFIANT FURTHER SAYETH NOT.


David Salzmann

SWORN TO BEFORE ME this 20
day of October, 2017.


Notary Public for South Carolina
My Commission Expires: 12/22/2024



Certificate of Electronic Notification

Recipients

Laura Teer - Notification transmitted on 10-20-2017 12:35:06 PM.

Bradford Martin - Notification transmitted on 10-20-2017 12:35:06 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2017CP2700386

Official File Stamp: 10-20-2017 12:34:47 PM

Court: CIRCUIT COURT

Common Pleas

Jasper

Case Caption: First Team Hyundai, Llc DbA Hilton Head Hyundai
VS Gregory Hackney

Document(s) Submitted: Affidavit/Affidavit of

Filed by or on behalf of: Bradford Neal Martin

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Laura Wilcox Howle Teer for First Team Hyundai,
Llc DbA Hilton Head Hyundai

Bradford Neal Martin for First Team Hyundai, Llc
DbA Hilton Head Hyundai

The following people have not been served electronically by the Court. Therefore, they must
be served by traditional means:

Gregory Hackney

ELECTRONICALLY FILED - 2017 Oct 20 2:41 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

C.A. 2017-CP-27- 386

Plaintiff

V

COMPLAINT

Greg Hackney

Defendant

*File Oct 23, 2017
@ 4:36 PM
Jasper County, SC
Meeting at Desk*

RESPONSE TO COMPLAINT:

1. No response required
2. I am a citizen of the State of Georgia and not living in Jasper County. I am not sure where Jasper County Georgia is located. My current address is 619 Sycamore St.
Decatur, Ga. 30030
3. I am told the dealership is in a county only even though the address is in Hardeeville city. The legal authority is Jasper County confirmed only by the Sheriff's office responding to my 911 call and addressing other issues related to my activity in front of their business

FOR A FIRST CAUSE OF ACTION INJUNCTION

4. No response required
5. Correct, on Friday May 23rd, 2016
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

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

May 23rd, 2017 Auto Accident:

Upon receiving my car I met Buck Abele, the Geico Adjuster, who was the assigned adjuster and worked with Hilton Head Hyundai during my repairs in a parking lot and showed him damages related to the accident. He approved two supplemental on

1. 9/06/2017 \$1,017.29
2. 9/27/2017 \$1,914.00 (Est.)

Details on each below:

Hilton Head Hyundai is the expert on related damages and one would think basic standard principles would have been compelled to point out the related damages as such Geico required approval.

9/6/2017 Supplemental (\$1017.29)

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

On 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 May 24, 2017.

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

(Noted: Mickey was not the original service person who handled my service orders/recalls. Full muffler system = from the front to the rear end of the car located under 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 another 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 not on my under my Car. I discussed many issues with Mickey and requested through Jessica to speak with her Boss, General Manager or Owner; I was unethically escalated to the Cew Car sales Manager who informed me they only replaced the Radiator Under Assembly Protection Unit as the Mid-Section Under Protection Garment was not approved by Geico. He was surprised at first that the garment was not replaced and left our meeting to inquire why the standard Mid-Section Under Protection Garment was not replaced only to return with the ridiculous response per above. He also reiterated the same lie as Jessica commenting they do not create Insurance related quotes as Insurance companies (Geico) create the estimated 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.

There were multiple conversation I had with Mickey, their body shop manager and Buck were regarding the approved Mid-Section Under Protection Garment replacement as I was not aware there was a Radiator Protection Garment. Standard guidelines and principles followed, Hyundai Dealership would inform Buck (Geico) a standard part adjacent to the radiator protection garment was missing including it was removed 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 my damages, informed me of the recalls not performed, handled the in take of my car and directed me to Hertz Rental Agency located on the Peacock Auto Mall property.

On 9/6/2016 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 ditch confirmed by the damaged muffler system it was to protect. Good Grief! If basic dealership business practices were followed the replacement would have been completed.

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 would cause un-alignment. If basic dealership practices were followed the replacement would have been completed.

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 first quote on 6/29/2017; after such conversations Buck and I agree to split the front bumper replacement cost 50/50. Mickey, Hilton Head Hyundai Service Representative, informed me that Geico agreed to pay 100% of replacement. A Hyundai Supplemental Service Order and Geico Supplemental was required to process the replacement including my car being moved to Hilton Heads Body Shop. Upon arrival, the manager of the shop informed me I had to sign 5 new documents and asked for my email, I asked why and she replied we do more serious work as such I refused and directed her to call Mickey if required. The issue was never addressed again!

There is a Black Partition behind the Bumper that is visible and 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 this piece as it was damaged and had silver paint that was visible and made the front end view of the car look horrible. If ethical practices were followed the replacement would have been completed.

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 basic Dealership practices 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, as such 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 basic Dealership practices were followed the replacement would have been completed.

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

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

On 5/23/2017 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 received the documented quote from Hilton Head Hyundai or Geico but Mickey and I reviewed Geico's quote from 6/29/2017 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

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 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 ditch on 5/23/2017. Noted: Moments earlier I had spoken to Jessica and she informed me they do not get involved in any insurance related quotes as insurance companies (Geico) create the estimated 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 9/6/2017 when Buck and I met 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.

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 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 Right 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 notice 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 did not see the peeling paint or bulge in the weld? If basic business practices 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 Right Rear CVC Joint to the supplemental record

Hilton Hyundai had my car in care and the basic responsibility, principals and standard guidelines 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 6 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 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. He said it was an addition to the recall as it the language said Power Train Assembly Unit. Noted: the collateral and letter were sent to my parents new residence that I do not know including Hyundai not having that address on record prior/post or current! Also, in a meeting with John Lyons on September 13th, 2017 and showed him the same collateral and 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! He read the collateral and said it was related to the new engine FULL replacement which; his comments were a contradiction from Mickey's explanation of the collateral as extension to a power train assembly unit.

After explaining this to Mickey I asked if I 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 Service.

6. Related to Engine Repairs

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

Noted:

I was told I had to have my car remain at their dealership as the current engine was dangerous and could cause me harm if I drove back to Atlanta. This is a False Statement, I could have driven my car home after they repaired the accident related damages.

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

On August 25th, 2017 there were multiple attempts to run my check through their check system all of which did not confirm or deny a valid check; Mickey and the General Manager attempted to run the check but responded telling me that 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 including the General Manager's were unsuccessful.

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

I contacted my Bank, First Citizens Bank and have 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 system 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 if my check was good or bad.
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 credit denial) I have not received any letter from a letter from a third party Check System Company that it was declined.
3. There are 7 other dealerships they could have walked to in an effort of good faith to confirm my check as approved or denied.

Suspect of their actions, I went to Publix and Wal-Mart the following morning and their third part check 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 third party machine read the numbers on the bottom of the same check.

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"

1. Mid-Section Under Protection Garment

I was very upset with Mickey and Jessica, the service manager 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.

2. CVC Joints

I had many discussions and concerns related to the rear CVC Joints as they were on the original quote given to me 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 axles 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 and as such Geico later approved 100% payment.

Noted: Who has not had dispute with their insurance company at one time or another!!

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 \$1,000 payment Jessica refused to release my car. I was told that I was to return the Hertz Rental Car to them as such I refused and called the police to retrieve my car because my balance and payment in full for all service related charged had been made! Yes, I was agitated! I drove from Atlanta to make the \$1,000 deductible payment and return home. Not including the two roaches in my car, spider webs, simple repairs not completed and no proof of a new engine replace except comments by Mickey it looks new I did make the payment to Hyundai and they refused to return my car. Upon 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 Hyundai and Hertz agreements exclusive to on another thus Hilton Head Hyundai was holding me Hostage as I was not from Hardeeville South Carolina and as such I called the 911 to report their action.

I asked Mickey to use their phone as I reached for it and she grabbed my hand so after she walked away I used it because I wanted it recorded from their landline vs. my Cell.

Noted:

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

-5 Days later on August 31st, 2017 a representative from the New River Auto Mall approached me in an attempt to defuse the issue and during the conversation regarding Hilton Head Hyundai holding me hostage not returning my car after payment he said they own the Hertz located in the Auto Mall; he immediately changed his message to related to Hertz Rental after I noted that HERTZ does not franchise! Clearly an attempt to defuse their behavior on August 26th, 2017 not including Insulting my intelligence!

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: AM/PM-11 Hours

Jasper Sheriff Deputy Sheriff's asked me to leave the premise and go home, Sign Stolen, Hunnicutt - No Trespassing Ticket, Hardeeville Police, Sheriff Malphrus visit:

Trespassing Ticket

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 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 scene 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 care was located but I had to turn back because I had hidden my keys in the weeds across from Hilton Head Hyundai. As I walked back the Deputy Sheriff Hunnicutt 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 similar to the care 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 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 old 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 HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND THE MISSUSE OF AUTHORITY AS I WAS TICKETED FOR TRESPASSING.

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

- | | |
|---|--------------------------|
| 1. There are two Dates: | Date of Notice, 9/5/2017 |
| 2. Enforced No Trespassing Requirements | Start Date, 9/4/2016 |

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

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 and it was not.
4. He told me it was best to handle this kind of situations with an attorney.
5. 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 some what 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

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.

Hilton Head Hyundai

LIES LIES

FRAUD FRAUD

I replace it on September 29th, 2017

Hilton Head Hyundai

Unprofessional

Unethical

Harassment (SP)

Intimidation

All statements on the sign are true!

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 telling 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 9/29th, 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, Harassment and Intimidation. (I requested a valid copy as noted the first does not play)

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

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

The Hilton 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

Home 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 experience went well and my purpose for my activity has been GOOD refereeing 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 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.

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 a mutually exclusive contract between Hertz and myself

Geico and Dealership 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 on their premise.

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

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

The Hilton 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 Home after the repairs from the accident were completed.

Please read Timeline for other related issues to question 15.

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 as I had 3-5 people stop a day and inquire on what happened; 50% plus or them had a similar experience including children of elderly parents; they 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.

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 EXPERIENCE! 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 public's best interest.

21. Defendant's 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 prevails 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 they help my car after making a payment to cure the outstanding balance and will provide a readable copy 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 is slanderous with malice or just stating the facts? 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.

1. Actual Damages
2. Punitive Damages
3. 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

4. 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.

Greg Hackney

Timeline: Post August 25th, 2017

Friday, August 25th, 2017

Hilton Head Hyundai

Upon arriving I spoke to Mickey and reviewed the missing items and the new engine per manufacturer recall. I addressed 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
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

NOTED:

Underlined = The May 23rd, 2017 damages approved through two Geico supplemental records. The review and approved damages with buck took 5 minutes and check given to me as such; the review was 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. Noted: There was also a rear CVC Joint approved.

Upon re-entering the Hilton Head Hyundai Dealership I was clearly disturbed by the damages not completed, 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 I specifically asked why the Mid-Section Under Garment Protection Unit 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 Unit was 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 check system 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 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 that 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 car allowance and we were not near this time frame; and I had already sent a copy of the declaration page confirming the rental coverage. My attempts to call my Geico representative so he could assist and update Hertz Rental but 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 car was at the dealership and they are located in the 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 Hertz Rental 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 to return it and provide information the rental car was reported stolen. My concerns were heightened as she commented I was to return the car to the Auto Mall Hertz Rental 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?

I told her the Hertz Rental location in the 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 Contract I was required to return the Hertz Rental car prior receiving my car. I explained the Hertz Rental 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 Gelco. 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 completed and the current time period was under my Gelco Policy. The Hertz Rental Agreement was contractually associated 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 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 and the \$1,000 payment receipt that cured my outstanding Hilton Head 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.

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 per above I repeated the same and then entered the Hyundai Dealership to review their comments. Upon returning he said he spoke to Hertz and there was a balance so they requested him to insure the car was returned. I asked him if the car was reported stolen and he replied "no" as such I explained if the car was 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 to me receiving my car. I was dumbfounded at his request as I explained that regardless if there was a balance that Gelco was going to handle this was a civil matter and he was out of bounds on his request. Regardless, he was stern on his request so 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 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 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 that included 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 to me that included the New Car Sales Manager whom I had spoken to on Friday August 25th, 2017 Informing me that he new I had a criminal record and was sleeping in 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!

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 him, 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 were 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 noted he had spoken to O.C Welch. We discussed my issues including the attempt he made to convince me they owned Hertz Rental thus deflating the issues that occurred on August 26th, 2017; thus, another lie as I informed him Hertz Rental Incorporated 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 Hardee 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 were 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

I was walking in front of the Auto Mall about 75 from where I kept my briefcase; it is located near a cable identification pole. (I hang a very bright yellow jacket 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 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 boxes. The power outlets are located on the other side of the ditch and toward the dealership and in clear view, as someone had cut the hedges power box could be clearly 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.

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

Jasper Sheriff Deputy Sheriff's asked me to leave the premise and go home, Sign Stolen, Hunnicutt - No Trespassing Ticket, Hardeeville Police, Sheriff Malphrus visit:

Trespassing Ticket

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 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 care was located but I had to turn back because I had hidden my keys in the weeds across from Hilton Head Hyundai. As I walked back the Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is employed by Peacock Auto Mall and was currently on their dock 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 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 HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND THE MISSUSE OF AUTHORITY AS I WAS TICKETED FOR NO TRESPASSING.

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

There are two Dates:

Date of Notice 9/5/2017

No Trespassing Requirements Start Date, 9/4/2016

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 some what 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 olds 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 them 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 did not the 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:

NO TRESPASSING: 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

NO TRESPASSING: 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 Auto- Mall – Hilton Head Hyundai and return as such. Although they have a right, the 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. The movement could not have been for Safety of their employees or customers as it would leave for lunch daily and only arrived after 5 on Sundays.

The white Explorer would follow me to other location 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 attempt to exit. I approached the Explorer and there was the security person on a Peacock 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: After 2 weeks asking Sheriff Malphrus for a copy of 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 successful and there 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 they were doing surveillance.

I walked onto the Auto- Mall premise to discuss the video as note above; I met John in his office including three security guards present. He said to me he was scared for his employees etc; noted is so then why do they leave for lunch each day of premise and do not show up until 5 on Sundays? Good Grief those times he is putting them at risk! WOW

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 brief case 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 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

Tuesday - October 17th, 2017: Zero Activity

Wednesday - October 18th, 2017: Zero Activity

Thursday - October 19th, 2017: Zero Activity

Friday - October 20th, 2017: Zero Activity

Saturday - October 21st, 2017: Zero Activity

Sunday - October 22nd, 2017: Zero Activity

Monday - October 23rd, 2017: Zero Activity

Response to Summons:

- Question: Why do I have to send a copy of my response to the Plaintiffs Lawyers that filed the Complaint, Bradford, Neal, Martin and Associates, P.A.? I visited the Fourteenth Judicial District Circuit Court and requested a copy of this complaint and they informed me that all documents are online as such once my documents are filed into their system they can access and online.

FOR A FIRST CAUSE OF ACTION INJUNCTION

5. Correct

1130 3278

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

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

May 23rd, 2017 Auto Accident:

Upon receiving my car I met Buck Abele, the Geico Adjuster who was the assigned adjuster and worked with Hilton Head Hyundai during my repairs, in a parking lot and showed him damages related to the accident. He approved two supplemental on
9/6/2017 \$1,017.29

9/27/2017 Details on each below.

Hilton Head Hyundai is the expert on related damages and one would think basic ethical principles they would have been compelled to point out the related damages get the required approval.

9/6/2017 Supplemental (\$1017.29)

One: Mid-Section Under Protection Garment:

On 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 May 24, 2017.

Noted: I addressed the approved repair multiple times with Mickey informing him it was severely damaged when I drove through the ditch thus damaging the Muffle Assembly Unit.

(Noted: Mickey was not the original service person who handled my service orders/recalls. Full muffler system = from the front to the rear end of the car located under 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 another 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 to arrive. I assumed the replacement was completed.

On 8/25/2017 I arrived at the dealership 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 to speak with her Boss, General Manager or Owner; I was unethically escalated to the new car sales manager who informed they only replaced the Radiator Under Assembly Protection Unit as the Mid-Section Under Protection Garment was not approved by Geico. He was surprised at first that the garment was not replaced and left our meeting to inquire why the standard Mid-Section Under Protection Garment was not replaced only to return with the ridiculous response per above. He also reiterated the same lie as Jessica commenting they do not create insurance related quotes as insurance companies (Geico) create the estimated 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.

There were multiple conversation I had with Mickey, their body shop manager and Buck were regarding the approved Mid-Section Under Protection Garment replacement as I was not aware there was a Radiator Protection Garment. Standard guidelines and principles followed, Hyundai Dealership would inform Buck (Geico) a standard part adjacent to the radiator protection garment was missing including it was removed 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 my damages, informed me of the recalls

not performed and handled the in take of my care and directed me to Hertz Rental Agency located on the Auto Mall property.

On 9/6/2016 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.

Makes sense? It was ripped off going through a ditch confirmed by the damaged muffler system it was to protect. Good Grief! If ethical practices were followed the replacement would have been completed.

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 added 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 would cause un-alignment. If ethical practices were followed the replacement would have been completed.

Three: Black Partition behind replace front Bumper:

(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 first quote on 6/29/2017; After such conversations Buck and I agree to split the front bumper replacement cost 50/50. Mickey, Hilton Head Hyundai Service Representative informed me that Geico agreed to pay 100% of replacement. A Hyundai Supplemental Service Order and Geico Supplemental was required to process the replacement including my car being moved to Hilton Heads Body Shop.

There is a Black Partition behind the Bumper that is visible and 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 this piece as it was damaged and had silver paint that was visible and made the front end view of the car look horrible. If ethical practices were followed the replacement would have been completed.

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; 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 ethical practices 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 as such 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 ethical practices were followed the replacement would have been completed

9/27/2017 Supplemental (\$1,900)

SIX: Right Rear CVC Joint:

On 5/23/2017 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 received the documented quote from Hilton Head Hyundai or Geico but Mickey and I reviewed Geico's quote from 6/29/2017 over the phone and there were no rear right or left axles or joints replacements or repairs

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 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 ditch on 6/23/2017. Noted: Moments earlier I had spoken to Jessica and she informed me they do not get involved in any insurance related quotes as insurance companies (Geico) create the estimated 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 9/6/2017 when Buck and I met 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.

On September 27th, 2017 I was still in town and reviewed the CVC joints prior heading back to Atlanta. The previous day Firestone Tire in Bluffton South Carolina 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 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 Right 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 notice 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 did not see the peeling paint or bulge in the weld? If normal integrity standards 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 Right Rear CVC Joint to the supplemental record

Hilton Hyundai had my car in care and the basic responsibility, ethical standard based on principal and standard guidelines to inform Geico of damages that may have been caused by the accident but as such did not. Two parking lot meetings on May 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.

Two parking lot meetings yield simple related replacements

- 1.
2. Black Partion related to approved front Bumper
3. Wheel covers related to wheel, rim and protection garment
4. Front light Alignment related to accident or Front Bumper replacement
5. Dd
6. Ggg
7. fff

6. (continued)

Engine Repair that was under recall by the Manufacturer.

The recall I was told occurred 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. He said it was an addition to the recall as it the language said Power Train Assembly Unit. Noted: the collateral and letter were sent to my parents new residence that I do not know including Hyundai not having that address on record prior/post or current! Also, In a meeting with John, Lyons on September 15th, 2017 I showed him the same collateral and he confirmed with them the address had never been a record associated with my car including the name of record on the VIN was another person! He read the collateral and said it was related to the new engine FULL replacement which; his comments were a contradiction from Mickey's explanation of the collateral as extension to a power train assembly unit.

After explaining this to Mickey I asked If I could get documentation that the engine was replace 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 Service.

6. Related to Engine Repairs

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

2153/2986

7. Plaintiff first came upset when his check was declined by a third-party check processing company. On August 25th, 2017 there were multiple attempts to run my check through their check system all of which did not confirm or deny a valid check; both Mickey and the General Manager attempted to run the check but responded telling me that their machine could not read the numbers on the bottom of my 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 including the General Manager's were unsuccessful. THERE WAS NEVER ANY CONVERSATION REGARDING MY CHECK BEING APPROVED OR DENIED.

I contacted my Bank, First Citizens Bank and have 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 system companies.

NOTED:

- Through my research calling the number 800 Number associated with their machine they could have called to verify if my check was good or bad.
- I have not received any letter from the Check System companies that it was declined as it is required by law to notify after such incident
- There are 7 other dealerships that they could have walked to in an effort of good faith to confirm my check was okay and valid!

Suspect of their actions, I went to Publix and Walmart the following morning and both of their third party check systems verified the SAME check for \$1,000 as valid and okay for purchase. (clearly not the check used for \$1,000 but another check with the same account number ending in 2709)

- I have requested documentation from their corporate office confirming the account ending in 2709 Was valid and not reported to their associated third party check cashing system.

I ask the court for Hyundai to provide proof of Denied check on August 25, 2017 for checking account ending in 2709.

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"

I was very upset with Mickey and Jessica, the service manager because the undergarment 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 ethics and procedures from a Registered Hyundai Dealership could have easily pointed out the related damages as evidenced in a Wendy's Parking lot.

Noted: I was told that Buck Abele did a lot of work with Hyundai and they have worked with him for 12 years as stated to me it turned out to be False per Buck Abele.

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

Good Grief!

The following morning I returned to the dealership to use a credit card for payment and after making the \$1,000 payment Jessica refused to release my car. I was told that I was to return the Hertz Rental car to them as such I refused and called the police to come retrieve my car because my balance and payment in full for all service related charged had been made! Yes, I was agitated! I drove from Atlanta to make the \$1,000 deductible payment and return home. Not including the two roaches in my car, Spider Webs, simple repairs not completed and no proof of a new engine replace except comments by Mickey it looks new I did make the payment to Hyundai and they refused to return my car. After payment which cured the agreement they fraudulently required the return of a Hertz Rental Car that was contractually in my name.

Noted. Hyundai corporate did pay for the time period of the Full Engine Replacement, that had been paid and at current time my Gelco policy was on record for payment totaling 50 Days.

I was astonished as the Hyundai and Hertz agreements were/are mutually exclusive thus Hilton Head Hyundai was fraudulently holding me Hostage as I was not from Hardeeville South Carolina and had no one to pick me up as such I called the 911 to report their action.

I asked Mickey to use their phone as I reached for it and she grabbed my hand and said "No" so after she walked away I used it because I wanted it recorded from their landline vs my Cell.

Noted:

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

-5 Days later on August 31st, 2017 a representative from the Auto Mall in an attempt to defuse the issue and during the conversation regarding them holding me hostage not returning my car after payment he said they own the Hertz located in the Auto Mall; he immediately changed his message to related to after I noted that HERTZ does not franchise! Clearly an attempt to defuse their fraudulent behavior on August 26th, 2017 not including insulting my intelligence!

10. Plaintiff was required to have a Trespass 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.

On Labor day September 4th, 2017 I was walking with my sign in the median across from the Auto Mall in the same manner as the previous 9 days; the Jasper county Sheriff's (3) cornered me with three vehicles and let me know Sheriff Malphrus has had enough of me and I was required to leave the premise. I was not told why, only directed and informed I was a nuisance. I let them know that they should be ashamed of themselves but I was not going to argue with them as it was beginning to be a scene as on lookers were stopping and the people at the dealership were clapping. Informed them I would be back as such they could arrest me.

(One of the Deputy Sheriff's was Hunnicutt, who was involved in the Hertz Rental issue on August 26th, 2017 as he was not on duty but Peacock Auto Mall Security Agent)

I returned to my briefcase bag and began to walk toward the Walmart but remembered I hid my keys in the weeds as September 1st, 2017 they were stolen! I set my bag down and retrieved my keys 75 yard back; upon turning around I witnessed a person similarly dressed as the car salesman steal my sign and run into the

Jaguar, Land Rover dealerships. I ran to the Porsche Dealership and did utter profanity at such individuals that could be heard by their customers. I immediately turned back to Deputy Sheriff

Hunnicutt and ran toward him as he was on the Hilton Hyundai side of the Peacock sign to inform him of my second sign being stolen; I was certain he saw the individual but after speaking to him he clearly did not care about any sign I had so I went to the median to flag down a Hardeeville Police Officer to report the crime.

Noted: Hunnicutt was the Deputy Sheriff who did not identify himself as Peacock Auto Mail Security On August 26th, 2017 and my trust with the County Sheriff was very low. The other two Deputy Sheriff's had left and he was the only one watching me leave the premise as ordered by all three of them.

Two Hardeeville Policemen arrived including Hunnicutt who asked me for my ID; I gave it to him and explained my address had changed as such assumed he was writing a police report only to be handed a no trespassing ticket!

I did not follow the criminal into their property but did cross into it as I went to Deputy Sheriff Hunnicutt and report a crime. I did use profanity chasing the individual but unclear as to if they or their customers heard my use of such language. I was refused to sign the notice as I was profoundly disappointed in his efforts and his misuse and misguided thinking of his authority.

Noted: He can confirm I had a sign when they asked me to leave the premise and moments later as he watched me return to get my keys I did not have a sign! A Disgrace!

I let him know that I would be making a bigger sign within the hour and returning to the premise as such He/they could arrest me if warranted!

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 had a sign that read Hilton Head Hyundai

**LIES LIES
FRAUD FRAUD**

I replace it on September 29th, 2017

**Unprofessional
Unethical
Harassment
Intimidation**

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

Defamatory – What part of any of my signs is not true?

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

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.

FRAUD AND LYING

FRAUD

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 too 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.

FRAUD

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

LYING

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

LYING

Peacock Auto Mall owned the HERTZ on their premise

16. Defendant published these statements to others.

Yes, I had them on a sign but no other documentation was used to inform the public of their actions

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

False and Defamatory! This statement confirms their cohesive and companywide integrated lying.

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 with our business relationship and it lowers their reputation then stop lying and committing Fraud. If one expresses their experience with said business and is true and informs the public it should be warranted

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!

20. Statements were made with actual malice.

21. Defendants statements are slanderous *per se*

I never told anyone not to buy a car from them but one could argue any one that walks in front of a business with a negative experience has a sense it could not be great for their business! Good Grief!

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

1. Actual Damages
2. Punitive Damages
3. For temporary and permanent injunction against Defendant and aware of reasonable attorney's fees and cost.
4. For such other further relief as to the court may be proper

22. Punitive damages from me! 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 time and lets roll.

Friday, August 25th, 2017

Hilton Head Hyundai

Upon arriving I spoke to Mickey and reviewed the missing items and the new engine per manufacturer recall. I addressed 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
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

NOTED:

Underlined = The May 23rd, 2017 damages approved through two Geico supplemental records. The review and approved damages with buck took 5 minutes and check given to me as such; the review was 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. Noted: There was also a rear CVC Joint approved.

Upon re-entering the Hilton Head Hyundai Dealership I was clearly disturbed by the damages not completed, 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 I specifically asked why the Mid-Section Under Garment Protection Unit 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 Unit was 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 Walmart 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 check system 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 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.

Walmart

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 that 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 car allowance and we were not near this time frame; and I had already sent a copy of the declaration page confirming the rental coverage. My attempts to call my Geico representative so he could assist and update Hertz Rental but 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 car was at the dealership and they are located in the 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 Hertz Rental 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 rental car was reported stolen. My concerns were heightened as she commented I was to return the car to the Auto Mall Hertz Rental 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?

I told her the Hertz Rental location in the 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 Contract I was required to return the Hertz Rental car prior receiving my car. I explained the Hertz Rental 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 completed and the current time period was under my Geico Policy. The Hertz Rental Agreement was contractually associated 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 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 and the \$1,000 payment receipt that cured my outstanding Hilton Head 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.

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 per above I repeated the same and then entered the Hyundai Dealership to review their comments. Upon returning he said he spoke to Hertz and there was a balance so they requested him to insure the car was returned. I asked him if the car was reported stolen and he replied "no" as such I explained if the car was 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 dumb founded at his request as I explained that regardless if there was a balance that Geico was going to handle this was a civil matter and he was out of bounds on his request. Regardless, he was stern on his request so 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 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 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 that included 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 to me that included the New Car Sales Manager whom I had spoken to on Friday August 25th, 2017 informing me that he new I had a criminal record and was sleeping in 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!

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 him, 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 at 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 Hiton 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 noted he had spoken to O.C Welch. We discussed my issues including the attempt he made to convince me they owned Hertz Rental thus deflating the issues that occurred on August 26th, 2017; thus, another lie as I informed him Hertz Rental Incorporated does not franchise their rental business.

Hardeeville Police Office, Jasper County Sheriff's Office.

Clarify Authority and meet with Sheriff Malphrus:

I had flagged down a Hardee 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

I was walking in front of the Auto Mall about 75 from where I kept my briefcase; it is located near a cable identification pole. (I hang a very bright yellow jacket 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 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 boxes. The power outlets are located on the other side of the ditch and toward the dealership and in clear view, as someone had cut the hedges power box could be clearly 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.

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

Jasper Sheriff Deputy Sheriff's asked me to leave the premise and go home, Sign Stolen, Hunnicutt -No Trespassing Ticket, Hardeeville Police, Sheriff Malphrus Visit

Trespassing Ticket

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 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 care was located but I had to turn back because I had hidden my keys in the weeds across from Hilton Head Hyundai. As I walked back the Deputy Sheriff Hunnicutt 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 brown pants and white shirt 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 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 HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND THE MISSUSE OF AUTHORITY AS I WAS TICKETED FOR NO TRESPASSING.

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

- | | |
|---|--------------------------|
| 1. There are two Dates: | Date of Notice, 9/5/2017 |
| 2. Enforced No Trespassing Requirements | Start Date, 9/4/2016 |

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

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 and it was not.
4. He told me it was best to handle this kind of situations with an attorney.
5. 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 some what 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 olds 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 did not the 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, 2017Z: Zero Activity:

Meeting with John Lyons:

NO TRESPASSING: 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

NO TRESSPASSING: 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 Auto- Mall -- Hilton Head Hyundai and return as such. Although they have a right, the 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. The movement could not have been for Safety of their employees or customers as it would leave for lunch daily and only arrived after 5 on Sundays.

The white Explorer would follow me to other location 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 attempt to exit. I approached the Explorer and there was the security person on a Peacock 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: After 2 weeks asking Sheriff Malphrus 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 succesfull 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 Securty 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 they were doing surveillance.

I walked onto the Auto- Mall premise to discuss the video as note above; I met John in his office including three security guards present. He said to me he was scared for his employees etc; noted is so then why do they leave for lunch each day of premise and do not show up until 5 on Sundays? Good Grief those times he is putting them at risk! WOW

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 Hundai where I was walking back and forth.

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 office and Victims Advocate office to review video and warranted prosecution.

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

Sheriff Malphrus office and Victims 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 brief case 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 office 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 retrieve the video and charged Peacock 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

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

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

Monday - October 16th, 2017: Zero Activity

Tuesday - October 17th, 2017: Zero Activity

Wednesday - October 18th, 2017: Zero Activity

Thursday - October 19th, 2017: Zero Activity

Friday - October 20th, 2017: Zero Activity

Saturday - October 21st, 2017: Zero Activity

Sunday - October 22nd, 2017: Zero Activity

Monday - October 23rd, 2017: Zero Activity

HYUNDAI

51 Auto Mall Blvd.

Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257



0107IHYES723102

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ., OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-46-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO. 258538		ADVISOR MICKEY HARVEST		TAG NO. 3618	INVOICE DATE 06/29/17	INVOICE NO. HYCS723102
GREG HACKNEY 30 OLD VERMONT PLACE SANDY SPGS, GA 30328		LABOR RATE	LICENSE NO.	MILEAGE 84,944	COLOR	STOCK NO.
		YEAR / MAKE / MODEL 12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A			DELIVERY DATE	DELIVERY MILES
		VEHICLE ID NO. 5 N P E B 4 A C 8 C H 4 8 3 1 0 1			SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO.			P.O. NO.	R.O. DATE 05/24/17
RESIDENCE PHONE 678-855-2975	BUSINESS PHONE	COMMENTS				

MO: 84045

MO: 84945

TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS ALL OK

JOB# 4 TOTALS.....

JOB# 4 JOURNAL PREFIX HYCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-

11 ARBOR

CUSTOMER HIT POT HOLE LAST NIGHT, STATES BLEW OUT TIRE AND EXHAUST IS NOISY NOW, PLEASE ADVISE INSURANCE CLAIM

JOB# 5 TOTALS.

JOB# 5 JOURNAL PREFIX HYCS JOB# 5 TOTAL 0.00

3 CHARGES.

LABOR

TODAY YOUR WALK AROUND AND MULTI-POINT INSPECTION WILL BE COMPLETED
WALK AROUND COMPLETE MINOR DAMAGE NOTED BELOW
DAMAGE ON FRONT BUMPER FROM POT HOLE
WALK AROUND COMPLETE MAJOR DAMAGE NOTED
TIRE, EXHAUST, AND BODY DAMAGE FROM POT HOLE
WALK AROUND PERFORMED, DAMAGE FOUND TO FRONT BUMPER, GRILLE, FENDER
TECH AND ADVISOR COMPLETED WALK AROUND AND MULTI-POINT INSPECTION

JOB# 6 TOTALS

JOB# 6 JOURNAL PREFIX HYCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES

6. LABOR

CUSTOMER IN RENTAL WHILE CAMPAIGNS ARE PERFORMED
CUSTOMER IN RENTAL WHILE CAMPAIGNS ARE PERFORMED
CUSTOMER IN RENTAL WHILE CAMPAIGNS ARE PERFORMED
CUSTOMER LIVES OUT OF TOWN AND IS ON VACATION UNTIL 7/10/17

SUBLET	PO#	VEND	INV#	INV DATE	DESCRIPTION
	640057			06/29/17	RENTAL

TOTAL - SUBLET	WARRANTY 0,00
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JOB# 7 TOTALS

JOB# 7 JOURNAL PREFIX HYCS JOB# 7 TOTAL 0.00

Figure

SERVICE GUARANTEE
ORIGINAL EQUIPMENT FACTORY PARTS
REPLACED OR INSTALLED CARRY A 12
MONTH OR 12,000 MILE WARRANTY UN-
LESS OTHERWISE NOTED; ALL PARTS
NEW UNLESS OTHERWISE INDICATED.

SHOP SUPPLIES FEE:

*A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

STORAGE CHARGES:

No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date; the daily charge for storage of your vehicle will be \$45.00

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Hilton Head



HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.

Hardeeville, South Carolina 29927

PH. 843-208-1234 • FAX 843-208-1257



0107IHYCS723102

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ. OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALER'S/SHOP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO. 258538		ADVISOR MICKEY HARVEST	TAG NO. 3618	INVOICE DATE 06/29/17	INVOICE NO. IHYCS723102
GREG HACKNEY 30 OLD VERMONT PLACE SANDY SPGS, GA 30328		LABOR RATE	LICENSE NO.	MILEAGE 84,944 /	COLOR
		YEAR / MAKE / MODEL 12 / HYUNDAI / SONATA / 4DR SDN 2.4L LTD A			DELIVERY DATE
		VEHICLE I.D. NO. 5 N P E B 4 A C 8 C H 4 8 3 1 0 1			DELIVERY MILES
		F.T.E. NO.			SELLING DEALER NO.
		R.O. NO.			PRODUCTION DATE
RESIDENCE PHONE 678-855-2975		BUSINESS PHONE		R.O. DATE 05/24/17	
COMMENTS		MO: 84945			

TOTALS-----		
*****		TOTAL LABOR.... 0.00
* [] CASH [] CHECK CK NO. []	*	TOTAL PARTS.... 0.00
* [] VISA [] MASTERCARD [] DISCOVER	*	TOTAL SUBLET... 0.00
* [] AMER XPRESS [] OTHER [] CHARGE	*	TOTAL G.O.G.... 0.00
*****	*	TOTAL MISC CHG. 0.00
	*	TOTAL MISC DISC 0.00
	*	TOTAL TAX..... 0.00
		TOTAL INVOICE \$ 0.00

THANK YOU FOR YOUR BUSINESS!!!

HYUNDAI MAY EMAIL OR SEND YOU A PAPER SURVEY. THIS IS MY PERSONAL REPORT CARD. IF FOR ANY REASON I HAVE NOT EARNED A PERFECT 10 PLEASE SPEAK WITH JESSICA MARSH-BROWN BEFORE YOU LEAVE. AND AGAIN THANK YOU FOR YOUR BUSINESS.

CUSTOMER SIGNATURE

SERVICE GUARANTEE
ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

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Hilton Head



HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.

Hardeeville, South Carolina 29927

PH. 843-208-1234 • FAX 843-208-1257



01071HYCS73 0625

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CUSTOMER NO.	258538	ADVISOR	MICKEY HARVEST	3618	TAG NO.	023	INVOICE DATE	07/11/17	INVOICE NO.	HYCS730625
GREG HACKNEY 30 OLD VERMONT PLACE SANDY SPGS, GA 30328 <i>ADDY 404.1000</i> <i>120 UNCL</i>	LABOR RATE	LICENSE NO.	MILEAGE		84,946	COLOR	STOCK NO.			
	YEAR / MAKE / MODEL						DELIVERY DATE	DELIVERY MILES		
	12 / HYUNDAI / SONATA / 4DR SDN 2.4L LTD A									
	VEHICLE ID. NO.						SELLING DEALER NO.	PRODUCTION DATE		
5 N P E B 4 A C 8 C H 4 8 3 1 0 1										
R.T.E. NO.			R.O. NO.			R.O. DATE			06/29/17	
RESIDENCE PHONE	BUSINESS PHONE		COMMENTS							
678-855-2975			MO: 84947							

MO: 84947

~~103# 1 CHARGES.~~

LABOR

CH 1-26612 TIRE RIM FOUND IN TIRE CHARGE 1237755 TECH(S) 2641 30-00
 .CUSTOMER REQUEST REPLACE RIGHT FRONT WHEEL AND TIRE PER
 INSURANCE ESTIMATE
 REPLACED RIM AND TIRE

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
1	2171893		205/65R16 SOLUS T	108.00	108.00	108.00
1	52910-30410		WHEEL ASSY-STEEL	205.18	188.03	188.03
TOTAL : PARTS						296.03

MISC	CODE	DESCRIPTION	CONTROL NO	
		C1 STATE AND TIRE DISPOSAL FEE		2.00
			TOTAL - MISC	2.00

1 TOTALS

LABOR	30.00
PARTS	296.03
MISC	2.00

JOB#	2 CHARGES	JOB#	1 JOURNAL PREFIX HYCS	JOB#	1 TOTAL	328.03
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LABOR

CUSTOMER REQUEST REPLACE BOTH FRONT CV AXLES PER INSURANCE
ESTIMATE
REPLACED BOTH CV AXLES
3.0HR

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	49500-3Q300	SHAFT ASSY-DRIVE.	379.62	355.98	355.98
	1	49501-3Q360	SHAFT ASSY-DRIVE.	379.62	355.98	355.98
					TOTAL - PARTS	711.96

JOB# 2 TOTALS

LABOR	345.00
PARTS	711.96

JOB# 3 CHARGES-----	JOB# 2 JOURNAL PREFIX HYCS	JOB# 2 TOTAL	1056.96
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LABOR

DATE: 01/17/72 EXTERIOR TRIM TECH: 2641 57.50
 * CUSTOMER REQUEST REPLACE RIGHT FRONT WHEEL LINER PER
 INSURANCE ESTIMATE
 REPLACED FRONT RIGHT FENDER LINER

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1		86812-3Q500	GUARD ASSY-FRONT	120.60	94.00	94.00
						TOTAL	94.00

SERVICE GUARANTEE
ORIGINAL EQUIPMENT FACTORY PARTS
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MONTH OR 12,000 MILE WARRANTY UN-
LESS OTHERWISE NOTED. ALL PARTS
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Hilton Head



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01071HYCS730625

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CUSTOMER NO. 258538	ADVISOR MICKEY HARVEST	3618	TAG NO. 023	INVOICE DATE 07/11/17	INVOICE NO. HYCS730625
GREG HACKNEY 30 OLD VERMONT PLACE SANDY SPGS, GA 30328	LABOR RATE	LICENSE NO.	MILEAGE 84,946	COLOR	STOCK NO.
	YEAR / MAKE / MODEL 12 / HYUNDAI / SONATA / 4DR SDN 2.4L LTD A			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID. NO. 3 N P E B 4 A C 8 C H 4 8 3 1 0 1			SELLING DEALER NO.	PRODUCTION DATE
	R.T.E. NO.			P.O. NO.	R.O. DATE 06/29/17
RESIDENCE PHONE 678-855-2975	BUSINESS PHONE	COMMENTS			

MO: 84947

TOTAL - MISC 31.02	
TOTALS.....	

* [] CASH [] CHECK CK NO. []	TOTAL LABOR.... 1212.45
* [] VISA [] MASTERCARD [] DISCOVER	TOTAL PARTS.... 2184.58
* [] AMER XPRESS [] OTHER [] CHARGE	TOTAL SUBLET... 0.00
	TOTAL G.O.G.... 0.00
	TOTAL MISC CHG. 33.02
	TOTAL MISC DISC 0.00
	TOTAL TAX..... 196.80
	TOTAL INVOICE \$ 3626.85

THANK YOU FOR YOUR BUSINESS!!!

HYUNDAI MAY EMAIL OR SEND YOU A PAPER SURVEY. THIS IS MY PERSONAL REPORT CARD. IF FOR ANY REASON I HAVE NOT EARNED A 10 PLEASE SPEAK WITH JESSICA MARSH-BROWN BEFORE YOU LEAVE. AND AGAIN THANK YOU FOR YOUR BUSINESS.

CUSTOMER SIGNATURE

1. Customer requires (b) I do not know anything about cars
2. Customer requires (b) I do not know anything about cars
3. The car was OK. I was OK.
4. From number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

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Hyundai Motor America
P.O. Box 20639
Fountain Valley, CA 92728-9937

Dear Sonata Owner:

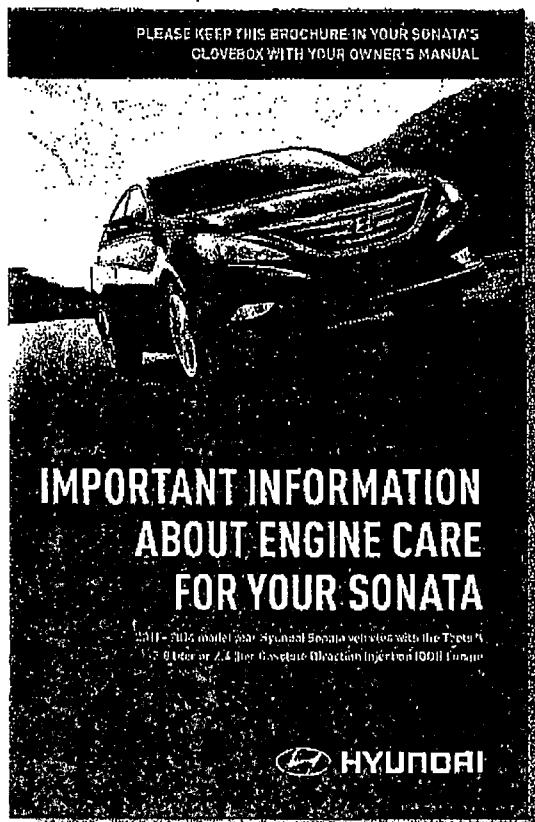
We recently mailed to you a pamphlet with important information about engine care for your Sonata vehicle.

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





Tel: 1-800-841-3000

Declarations Page

This is a description of your coverage.
Please retain for your records.

GEICO INDEMNITY COMPANY
One GEICO Center
Macon, GA 31295-0001

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.

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		
Each Person/Each Occurrence	\$25,000/\$50,000	\$57.90
Uninsured Motorist Pd - Add-On	Non-Ded	-
	\$25,000	\$0.00
	250 Ded	-
Comprehensive	\$1,000 Ded	\$52.20
Collision	\$1,000 Ded	\$240.50
Emergency Road Service	Full	\$15.80
Rental Reimbursement	\$50 Per Day 30 Per Day \$1500 Max	\$67.80
Total Six Month Premium		\$791.00

*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.

T-H

DEC_PAGE (03-14) (Page 1 of 2)

Continued on Back
Renewal Policy Page 7 of 16

VEHICLE INFORMATION

VIN Last 8:

VIN:

5NPEB4AC0CH483101

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Basic Vehicle Information [Show More](#)

VIN	5NPEB4AC0CH483101	Model	SONATA (YF) 2012 Automatic
Warranty Start Date	03/11/2012 (82 months, 11 days)	Extra Warranty	CLOCK/SPRING WARRANTY EXT (17-BE-014) / SHORT BLK WRTY EXT 16-EM-001/CLASS ACTION / MDP3 COUPLING WARRANTY EXT (17-ST-002)
Original Owner	GOLDSTEIN GERALD M	DMV Transfer Date	05/28/2015
Current Owner	GOLDSTEIN GERALD M Go Edit	Selling Dealer	GA037 JIM ELLIS HYUNDAI
Date Wholesale	03/02/2012	Date Retailled	03/13/2012
Wholesale Dealer	GA058 LEGACY HYUNDAI OF MCDONOUGH	Retailled 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 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	Mail Date	Campaign Bulletin
160	Y	ANCHOR PRETENSIONER INSP (TSB#17-01-025)	03/21/2017	03/21/2017	05/04/2017	Inquiry
132	Y	ENGINE INSPECTION/REPLACE-TSB#16-01-040	12/07/2015	12/07/2015	01/25/2016	Inquiry
935		55CA03R0 - SONATA ECM UPDATE-DTC P0007 (15-018)	03/12/2015	03/12/2015	07/27/2015	Inquiry
123	Y	41CA05R0 - SHIFT LEVER CABLE (TSB#14-01-033)	08/20/2014	08/20/2014	09/03/2014	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 11:15 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	50,950	386-255-9374	Yes	No

GA037	319879	08/21/2013	21,753	770-454-6789	Yes	OIL
GA037	670733	05/16/2012	3,479	770-454-6789	No	OIL
GA037	711851	09/15/2012	7,326	770-454-6789	No	OIL

Blue Link Alert History (0 Found)

Vehicle Information

VIN Last 8:

VIN

Q

5NPEB4AC8CH4B3101

Q Search

Basic Vehicle Information

Window Slicker

VIN	5NPEB4AC8CH4B3101	Model	SONATA (YF) 2012 Automatic
Warranty Start Date	03/13/2012 (64 months 19 days)	Extra Warranty	CLOCKSPRING WARRANTY EXT. (17-BE-004) / SHORT BLK-WRTY EXT. 15-EM-001/CLASS ACTION / MOPS COUPING 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 Retained	03/13/2012
Wholesale Dealer	GA056 LEGACY HYUNDAI OF McDONOUGH	Retained Dealer	GA037 JIM ELLIS HYUNDAI
Retail Flag	Y	Production Date	02/23/2012
Emission Type	50-STATE	Allocation Date	02/16/2012
K15 / CSI / VDS / Others		Brand / Warranty Info	
Customer Loyalty	New to Hyundai	Service Interval	Severe
Dealer Case Management	No	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	23102B	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	601201	W05012	03/03/2012		PRE-DELIVERY INSPECTION/SERVICE

Service Contract Claim History (0 Found)

Maintenance History (6 Found)

Dealer Code	RO#	RO Date	Mileage	Dealer Phone#	Customer Pay	Interim Pay
FL074	79152	08/31/2016	58,950	386-255-9374	Yes	No
GA037	319079	09/21/2013	21,753	770-454-6789	Yes	Oil
GA037	670733	06/15/2012	3,479	770-454-6789	No	Oil
GA037	711851	09/15/2012	7,328	770-454-6789	No	Oil
SC033	723102	05/24/2017	84,945	843-208-1234	Yes	No
SC033	730625	08/29/2017	84,947	843-208-1234	Yes	No

Blue Link Alert History (0 Found)

Abele, William

From:

Abele, William

Sent:
10/06/2017

Wednesday, September 06, 2017 9:42 AM

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

PAID OUT FROM H2285

THURSDAY

2017 8 23

MILK

Hertz

PG 2 OF 5 # 0 RT RR H22854893



Further information relating to Your rental charges, and other terms to which You agree, appear below.
EXTRA CHARGES IF APPLICABLE:

FUEL & SERVICE CHARGES: PURSUANT TO PARAGRAPH 8 OF THE RENTAL AGREEMENT, FUEL & SERVICE CHARGES APPLY AT \$ 9.990 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$ 0.399 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:

LDW DECLINED
PDW DECLINED
LIS DECLINED

PAI DECLINED
OTHER FEES AND ASSESSMENTS:
SALES TAX 8 %

SURCHARGE \$27.44

TAX RATE - 9.00 % APPLIES TO ALL CHARGES MARKED T
* PROPERTY TAX, TITLE AND LICENSE FEE REIMBURSEMENT
- YOU REPRESENT THAT YOU ARE SPECIFICALLY AUTHORIZED TO RECEIVE BENEFITS EXTENDED TO EMPLOYEES/ MEMBERS OF
CDP 2036970 HILTON HEAD HYUNDAI

PO# 840057

* COMPANY CHARGE \$ 447.44

PASSENGER CAPACITY: THE PASSENGER CAPACITY OF THIS VEHICLE IS DETERMINED BY THE NUMBER OF SEATBELTS AND, BY LAW, MUST NOT BE EXCEEDED. WHILE IN THE VEHICLE, PLEASE FASTEN YOUR SEATBELT. IT SAVES LIVES AND IT'S THE LAW. SHOULD YOU REQUIRE A LARGER VEHICLE, PLEASE CHECK AT THE COUNTER FOR AVAILABILITY.

YOU WILL BE CHARGED AN ADMINISTRATIVE FEE ALONG WITH TOWING/IMPOUND EXPENSES IF THE CAR MUST BE TOWED AS A RESULT OF YOUR NEGLIGENCE.

We prohibit smoking in all Vehicles. A cleaning fee will apply for violations. Excessive mileage on a repeat basis may result in suspension of future rental.
RES: PLAN: Custom CLASS: F
PREPARED BY: 1298/SCHAD02 PRINTED: 20170524 11441 STD
H22854893

Hertz

PG 1 OF 5 # 0 RT RR H22854893



HACKNEY, GREG

SCHAD02 0650902

VEHICLE 01398/7411606

16 HYUNDA

TK CAP 18

LIC GARAP8526 CLS F

MILES OUT 28000

FUEL OUT 8 18

RENTED: 06/24/2017 11:26 @

NEW RIVER HLE

RETURN: 06/06/2017 11:39 @

NEW RIVER HLE

You agree to pay charges at the rates and in the amounts that appear on the left of the table below. Taxable charges are denoted by a T, and additional details about some charges appear beneath the table. Hertz's estimates of Your total charges appear on the right of the table below. Hertz's estimates assume (1) You will rent and return the vehicle at the times and places indicated, (2) If a mileage charge applies, You will drive no more than the distance indicated and (3) You will not incur any charges that are either listed below opposite **** or cannot be calculated until return if any of these assumptions is incorrect, additional charges or charges at higher rates may apply.

CHARGE RATE / AMOUNT

CHARGE ESTIMATE

TIME / MILEAGE CHGS: RATE PLAN - Custom [C] CLASS F
14 @ \$ 30 / DAY

\$ 420.00

ADJUSTMENT

SUBTOTAL

T \$

420.00

ADDITIONAL CHARGES

OPTIONAL SERVICES

FUEL & SERVICE \$ 0.399/MI \$ 9.990/GAL 18 JTK CAP \$ ****

TAX / FEES
SURCHARGE

\$

27.44

TAX 9.00 % ON EST. TAXABLE TTL \$0.00

\$

0.00

ADJUSTMENTS

ESTIMATED COMPANY CHARGE

\$

447.44

TOTAL ESTIMATED CHARGE

\$

447.44

H22854893

4 RN RR H22854893
VIN# 6NPE24AF4GH395419

PO# 640057

FUEL: 6/8 OUT 0/8 IN

COMPANY RATE	48	@ \$ 30	/ DAY	\$	1440.00
--------------	----	---------	-------	----	---------

30 @ \$ 28.76 / DAY \$ 862.50

RENT RATE 17 @ \$ 28.75 10 DAY \$ 488.75

ADJUSTMENTS	\$	-94.08
SUBTOTAL	T \$	2403.09

CHARGES ADDED DURING RENTAL

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

FUEL & SERVICE	\$.90 GALLON / TANK CAP	18 T \$	134.87
----------------	--------------------------	---------	--------

SERVICE CHARGES/TAXES

SURCHARGE	\$	186.20
-----------	----	--------

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

COMPANY CHARGES:	\$	2444.77
------------------	----	---------

CUSTOMER CHARGE	\$	716.08
-----------------	----	--------

CLASSIFIED ON: VI XXXXXXXXXXXXXXXX6513 \$ 715 08

CUSTOMER BALANCE	\$	0.00
------------------	----	------

COMPANY BALANCES *

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

VEHICLE: 01398/741160010 HYUNDA LIC GA RAP8528

RENTED: NEW RIVER HLE 05/24/2017 11:26

RETURN: NEW RIVER HLE 08/26/2017 23:59

AN ADJUSTMENT FOR \$ -94.08 HAS BEEN APPLIED TO YOUR

RENTAL. PLEASE ACCEPT OUR APOLOGY FOR ANY

INCONVENIENCE YOU MAY HAVE EXPERIENCED DURING

STATEMENT OF CHARGES - NOT VALID FOR RENTAL



4 RN RR H22854893

VEHICLE 013987411606

VIN# 6NPE24AF4GH395419

LIC GA RAP05280LS F 10 HYUNDA FUEL: 6/8 OUT 0/8 IN

'DETAIL OF COMPANY CHARGES

CDP 2038970 HILTON HEAD HYUNDAI

PO# 840057

COMPANY CHARGE

COMPANY BALANCE	\$	1440.00
	\$	1440.00

CDP 1848800 GEICO MACON HIR8

CLM# 0127204870101060

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

Renting Company • The Hertz Corporation

VOLUNTARY STATEMENT
(NOT UNDER ARREST)

17.1995

PAGE NO. _____ OF _____ PAGES

GREG HUCKNEY

I am not under arrest for, nor am I being detained for any criminal

of _____ concerning the events I am about to make known to _____

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. 678-552975

I am 52 years of age, D.O.B. 11/20/1965 and I live at 1619 Sugamore St. Decatur, GA

9/11

My keys + power were to camp, notification of 10:40 AM

2nd 2nd my 2nd - 4th 5th 6th 7th 8th 9th 10th 11th 12th

3 hours later I was to work 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

4th 5th 6th 7th 8th 9th 10th 11th 12th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

5th 6th 7th 8th 9th 10th 11th 12th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

6th 7th 8th 9th 10th 11th 12th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

7th 8th 9th 10th 11th 12th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

8th 9th 10th 11th 12th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

9th 10th 11th 12th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

10th 11th 12th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

11th 12th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

12th 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

13th 14th 15th 16th 17th 18th 19th 20th 21st 22nd 23rd 24th 25th 26th 27th 28th 29th 30th 31st

31st

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 hrs. this 1 day of Sept. 2017

WITNESS: [Signature]

WITNESS: _____

Signature of person giving voluntary statement



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: 11/10/17 Time of Incident: 2:50 ☐ AM ☐ PM

Incident Location: Flower Hill Rd

Person Receiving Trespass Notice: King S. Placido

Address: 611 Jaymora St. Greenville SC Tel: # _____

Sex	Date of Birth	Race	Height	Weight	Eye Color	Hair
M	01/01/1945	W	5'4"	170	B	B

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 11/10/17 to 11/11/17 (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

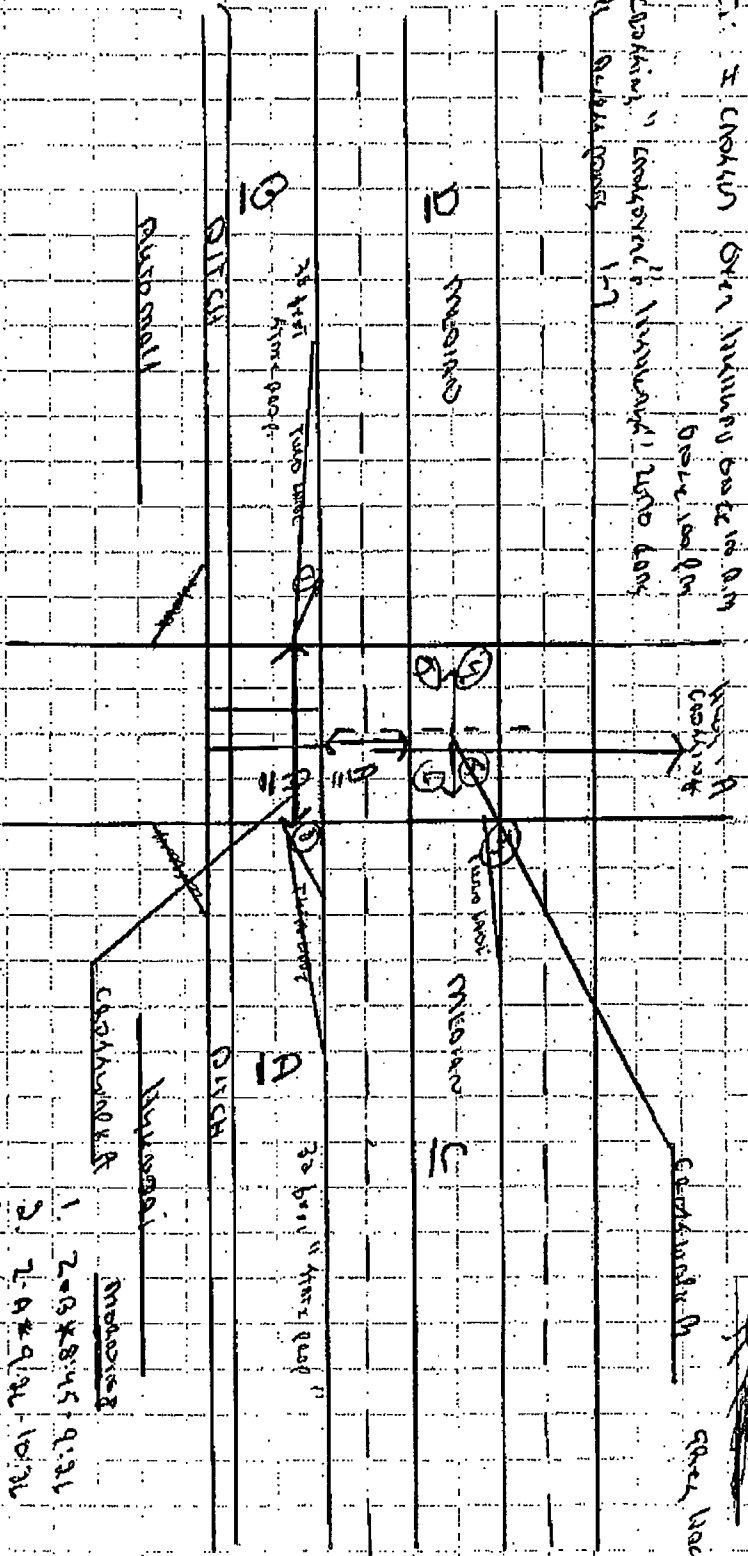
PINK - Property Owner

GOLDENROD - Suspect

Environ. 5/10/2004 19:20:11

Other Macromet

Not. Note: I checked over. Mainly base in 0.0m
more looking "landmark" "landmark" "landmark" 1-7
all "landmark" 1-7



Zone A - "Landmark" "Landmark" "Landmark"
Zone B - "Landmark" "Landmark" "Landmark"
Zone C - "Landmark" "Landmark" "Landmark"
Zone D - "Landmark" "Landmark" "Landmark"
Zone E - "Landmark" "Landmark" "Landmark"
Zone F - "Landmark" "Landmark" "Landmark"
Zone G - "Landmark" "Landmark" "Landmark"
Zone H - "Landmark" "Landmark" "Landmark"
Zone I - "Landmark" "Landmark" "Landmark"
Zone J - "Landmark" "Landmark" "Landmark"

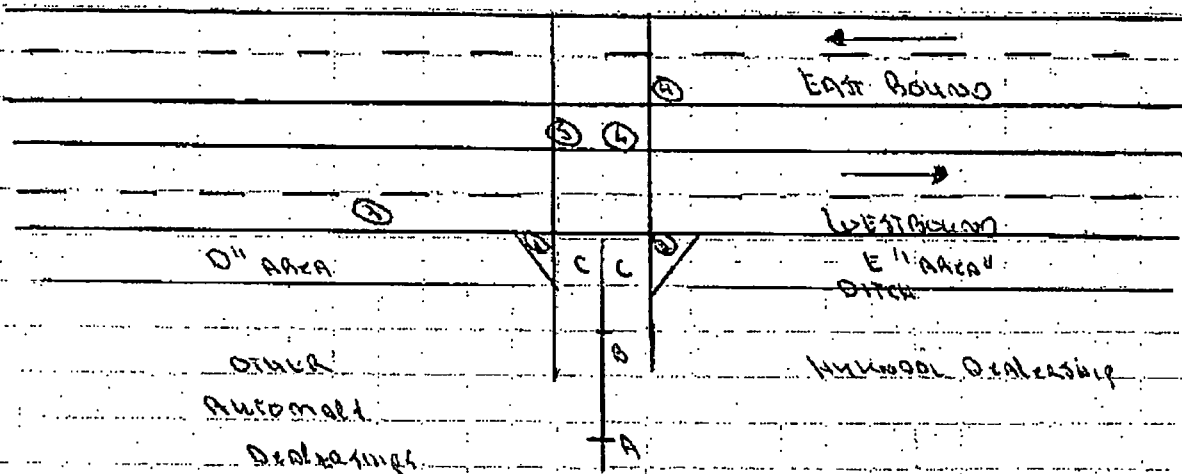
Landmark A: "Landmark" "Landmark" "Landmark"
Landmark B: "Landmark" "Landmark" "Landmark"
Landmark C: "Landmark" "Landmark" "Landmark"
Landmark D: "Landmark" "Landmark" "Landmark"
Landmark E: "Landmark" "Landmark" "Landmark"
Landmark F: "Landmark" "Landmark" "Landmark"
Landmark G: "Landmark" "Landmark" "Landmark"
Landmark H: "Landmark" "Landmark" "Landmark"
Landmark I: "Landmark" "Landmark" "Landmark"
Landmark J: "Landmark" "Landmark" "Landmark"

To: Sheriff Murphy
 From: Gary Mackay

Activity: Thursday
 Sept 8, 1981

- A = Peacock Sign
 B = Flower Bed + grass median separating in/out Auto Rd
 *C = cross over "area"
 D = "area"
 E = "area"

I only cross over area C if/only there are 2 or more cars
 in view or close to each other 1, 2, 3, 4, 5, 6



I remained south of the Hwy all day as I did not
 cross over to the morning once

"D Area" = 8:00 - 8:00

"E Area" = 8:00 - 8:00

2. 2:26 pm - 3:08 pm

4. 4:02 pm - 4:58 pm

1. 5:58 pm - 6:49 pm

1. 8:00 A.M. - 10:00 A.M.

3. 2:08 pm - 4:01 pm

5. 4:58 pm - 5:58 pm

7. 6:49 pm - 8:15 pm

#2 AREA: I crossed over 4 times

1. 3:08 pm

4. 5:58

2. 4:02 pm

5. 8:46

3. 4:58 pm

95

I left & crossed over morning
 back to car

Saturday Sept 20, 1974
 1st shift

Zone A: north of Highway
 Zone B: front of Automat
 Zone C: main entrance of Highway
 Zone D: main entrance of Highway

10:30 - 11:15 - Zone D → crosswalk 11:15
 11:15 - 12:01 - Zone A → cross 278 + crosswalk = 12:01
 12:01 - 1:01 - Zone D
 1:01 - 1:45 - Zone C - crosswalk + cross 278
 1:45 - 3:45 - Zone A - crosswalk
 3:45 - 5:30 - Zone B
 5:30 - 6:30 - Zone A
 6:30 - 8:00 - Zone C crosswalk + 278

Friday + Monday + Tuesday + Wednesday

Week-Thursday, discussions with Automat - Perdue

Friday Sept 13th

12:30 - 1:30 Zone B → crosswalk = 1:30
 1:30 - 3:00 Zone A
 3:00 - 4:30 Zone C - crosswalk 278 = 3:00
 4:30 - 5:30 Zone D - crosswalk C-D = 4:30
 5:30 - 6:00 Zone A - crosswalk crosswalk + 278 = 5:30
 6:00 - 6:30 Zone B - crosswalk 6:30
 6:30 - 8:15 Zone A - crosswalk 8:15 - Home

I will drop off Saturday + Sunday + on Monday

SHARIF MAPPINGS

DATE SUNDAY, Sept 16, 2012

I only placed the DOCUMENTED TIME! I ATTEMPTED
to use 'notes and call' to determine the SUPPLYMAN'S EXISTING
WORKING TIME! I DO NOT HAVE THE EXACT DATA. Below is a summation

9:30-1:00

1:00-8:30

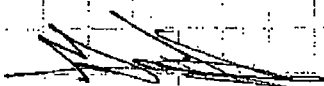
Aug 27B - I COULD BACK & FORTH 1. once in the morning
2. once in the afternoon

FACTORY: Hyundai
Packer Automall

MECHANIC: Hyundai
Packer Automall

CHASSIS FACTORY: 2-3 times morning
MECHANIC: 2-3 times afternoon

OFFICE / Deputy Sheriff / Sergeant who is a security person
on the lookout for Packer Automall vehicles on any
day to can verify I was not in compliance with my
plan.



Greg Hickey

Swain's Maldives

Zone A: Eastern/Mykonos

Zone B: Eastern/Antomall

Chalkwalk: A-B "Dragon Perceval" type

Swain's

2004

September 11th 2011

Afternoon only

1:30 - 1:45

Zone B

1:45

Chalkwalk A-B

1:45 - 2:00

Zone A

2:00

Chalkwalk A-B

2:00 - 2:15

Zone B

2:15

Chalkwalk A-B

2:15 - 2:30

Zone A

2:30

Chalkwalk to Zone A-B

2:30 - 2:45

Zone B

2:45

Chalkwalk to Zone A

2:45 - 3:00

Zone A

3:00

Chalkwalk Zone A-B

3:00 - 3:15

Zone B

Home

Notes: I did not catch 378 but multiple chalkwalk from
Zone A-B passing Zone 2 rubble area house in clearing
than large house of Antomall

Small Problems

Monday September 18th, 2017

10:15 - 10:30 = Zone B
 10:30 = crossover B-A
 10:30 - 11:30 = Zone A
 11:30 = crossover A-B
 11:30 - 12:20 = Zone B A-A
 12:20 = crossover A-B
 12:20 - 1:04 = Zone A
 1:04 = crossover A-B

11:54 - 8:00 Zone B
 8:00 crossover A-A
 8:00 - 8:56 Zone A
 8:56 crossover A-B
 8:56 - 9:37 = Zone B
 9:37
 1
 9:37 hrs
break

RECAP: P.M.

Zone B = 4:15 - 1:30
 crossover = 1:30 A-A
 Zone A = 1:30 - 8:48

1. I remained in Zone B most of the afternoon
2. I did not check out my all-day

IMPORTANT

* Please note someone is taking gas from my tank!

Example

I purchased my gas car, topped off my tank, and it filled over 100 dollars. I purchased a gas car, topped off my tank, and it filled over 100 dollars.

To maintain my car, I want to purchase a tank & fill tank up 25 gallons. I assume my tank is 25 gallons.

I have two Apple computers in my car, \$1,000 value. I have remain in the car. I have to go to the car in the car.

I am not
 taking from
 tank
 10:15 AM
 9/18/17

Signature

Thursday, November 20, 1964

Samuel Malphay

10:15

Transfer on Zone B "Fastlane" Automatic

Transfer 2 weeks from 10:00 (2) times & then
Cuts the transfer to auto mail & spends 20 minutes on his
surface of business

Initial and close 974

→ "Cocktail"

no cost

10:15

10:45

Zone B

→ "Cocktail"

2 times 1-2 cost

10:45

11:05

Zone A

→ "Cocktail"

no cost

no cost

no cost

11:05

11:54

Zone B

→ "Cocktail"

11:54

12:40

Zone A

→ "Cocktail"

12:00

12:35

Zone B

→ "Cocktail"

12:35

12:55

Zone A

→ "Cocktail"

12:55

1:40

Zone B

→ "Cocktail"

1:40

2:10

Zone A

→ "Cocktail"

2:00

2:31

Zone B

→ "Cocktail"

2:31

4:20

5:30 Zone B

→ "Cocktail"

5:20

5:40

→ "Cocktail"

5:40

7:00

→ "Cocktail"

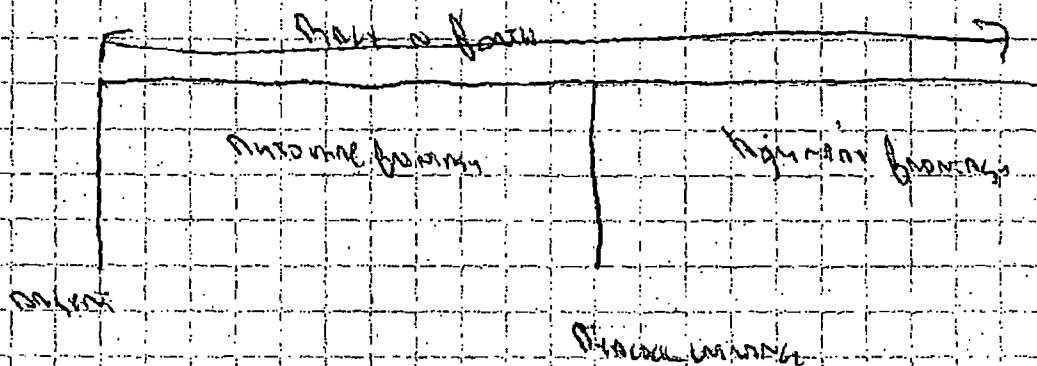
→ "Cocktail"

George McGowan

Wednesday September 18th 2019

I finished work off Hwy 278 and did not cross
over the 274 highway.

At work on Thursday September 19th 2019 my transfer is
to work from 10:30 to 1:30



I cross over the bridge about 10:30 the minute I do
no further traffic

I will see off George McGowan & George McGowan & George McGowan
I will see off George McGowan & George McGowan & George McGowan
I will see off George McGowan & George McGowan & George McGowan

I continue to work on the highway & bottom one
of the highway is closed by the road crew. Work of
September 19th 2019

Wash a great deal

Thrift magazines

Thursday September 21st 2017 9:00 a.m. - 11:30 a.m.
2:00 p.m. - 8:00 p.m.

Friday September 22nd 2017 8:30 a.m. - 2:00 p.m.
4:45 p.m. - 8:00 p.m.

Saturday September 23rd 2017 9:30 a.m. - 3:30 p.m.
4:45 p.m. - 8:00 p.m.

Sunday September 24th 2017 1:30 p.m. - 5:30 p.m.

Notes - I did not call over to Mrs. 278!

- I went over Periods 650000 1-2 days per week
~~periods~~

* Thursday & Friday I read a few books with Opa. Thrift
as I was borrowing a Thrift one from him. Vince from Walling
confirmed the facts as per above!

- I was taking papers from Thrift as my own file
complete a ~~few~~ ^{few} days. I thought it was from a file
I had it complete list!

Suzanne Anderson

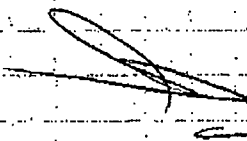
Monday, September 25th, 2011

Afternoon only: 4:30 - 8:00 PM

Workshop with 80 minutes - 25 minutes

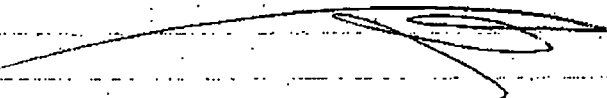
Mr. Watson, I did not contact you 9/24/11

Workshop is different than the one I have discussed
Please let me know if you

 Suzanne Anderson

Tuesday, September 26th, 2011

I did not finish & look in front of the
Audience



500000 Malpans,

Wednesday, September 27th, 2017

9:50
2:30 to 9:50 pm
2-3 min - 10 min
10 min

Tuesday, September 24th, 2019

2.605 ~~9:30 a.m.~~ 10:00 a.m. = 8-3 points - correct. Passed

20510-1 0m 205 20540m 994

1. Graftman on personal property got out of case. Liked to answer to inquiry about me when she spoke 5-8 minutes.

92-5-62620

Sheriff Malpukas

Sharon on 2/27

Saturday September 30th 2017

10:30 AM - 1:30 PM

Sunday October 1st 2017

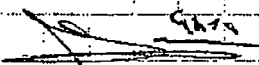
2:00 PM - 5:45 PM

* NOTE I did not check 218

I will ask the Assistant of the Law to provide me the original
copies of my reports. I am not making copies as I complete the
work in front of you and office.

I will ask the 10 more copies for your file. I will continue
process through September.

I will see you.

 9/27

Friday

~~45-55-110-2017~~

0050 1051

I did look up the of physical and still in the morning
for 4 hours a physical 3 hours

Handwritten signature: [Illegible]

✓ The world is my oyster

Singapore

0-5

~~Signature~~ 7/25/2017

10:30 a.m. - 1:25 p.m.

2010 025 00030742 274

62

January 5, 1934, 48th 2017

22/03/2020

I am not cash over 229

64A

১৫.০৫.১৯৫৭ গন ১০৭

Colony

~~"L800-704"~~

10:20 a.m. - 1:20 p.m.

* 42 Six pairs 2

I worked from 2:15 to 2:45 & received brown
mushroom on minute 11:15 + 11:45. 11:15

உதவிப் பணியில் ஈடுபட்டிருக்கிறார்கள்.

४८

Wagon ² ~~100~~ ^{OG} ~~1500~~ ¹⁵⁰⁰

25000, leak is present of Anomali

10

Winnipeg 3 ⁰² ¹¹ ~~April~~ ^{PM} 2011

9:00 a.m. - 7:00 p.m.

I worked on 274 2 times & because of time
I cannot recall details

* for Day 2

Q. 12. 2. 62

Friday, October 6th, 2017

I was standing at the entrance of the Auto Mall and a car pulled in to speak to me. I informed them they cannot speak to my insurance & to move / drive to area in front of highway. They did & he spoke.

On October 17, 2017 I was given papers & blanked down on

1. अब मैं 8 घंटा पढ़ा फ़िक्स कर रहा हूँ।
 फ़ैमली. अब मैं अब कॉपि राई & टोडो अपेक्षित हूँ। & अब
 मैं फ़ैमली अब कॉपि 'मोर' या बुरा पढ़ा।

now 2-4 cons daily 150g to 400 to 600

~~Winnipeg~~ 6200 10th 1901

I was given a paper in connection with frame of our temple

Monday October 9th

I would like to receive gifts of time. Because I cannot
do these jobs in hope of \$12.15 per hour - I do not feel
comfortable knowing that close to 100 hours can turn warnings
on on Sept 20th 2017.

Sunday October 13th, 2017

0 Activity

Wrote 1 bio sketch of Season of Information Act
Project for the 1000+ activities from Westman
in Oregon. Summary form on 1st 2017, 2017

Saturday October 14th 2017

10:30-1:30: 9 hours

1. Most, finished on memo re investigation of
Tina Smith. I was not given but from a memo

following me

Sunday October 15th 2017

Am only 5:30-6:00 25 hrs

Monday October 16th 2017

Tue 17th 2017

0 Activity

① I HAVE BEEN ALLOWED ON PROPERTY THREE OCCASION
TO SPEAK WITH JOHN ON PHONE.

August 28th 9^{am} 3^{pm} CAR NOOK OPEN & JOHN DRIVING CAR
2^{pm} JOHN STOPPED FROM CAR

SEPTEMBER 4th TOLE MY TIRE IN FRONT OF AUTO MALL!

ALSO, I RECEIVED INTERVIEWING WARNING I DID NOT SIGN!

SEPTEMBER 12th ASK TO REMOVE NAME AS TWO EMPLOYEES
TOLD ME TO PROVIDE AT AUTO MALL! THEY APPROACHED ME!

* I WAS ALLOWED TO MEET WITH JOHN

* I RETURNED 8 HOURS WORK ON PROPERTY, BECAUSE
JOHN TO JOHN & JOHN WOULD GIVE HIM TWO DAYS
TO WORK INTO THE HOUSE

SEPTEMBER 15th 1^{pm} 4^{pm}

I RETURNED AT 4^{pm} & WE DISCUSSED ABOUT THE
STORY & LEFT.

SEPTEMBER 22 FRIDAY! SECURITY SHOULD PRESENT
NOT ONE FROM JOHN

ASKED FOR JOHN & TONY FOR 3 MINUTES! I HAD TO
TO SECURITY MANAGEMENT ON 8^{pm} 2^{pm} 2^{pm}

I WAS WARNED NOT TO COME ON PROPERTY BECAUSE
MAYBE TO COME!

I HAVE 7 AM GOING TO KILLER

← INTERNATIONAL BUSINESS

CONTEXT: 12th 11th

Saturday Sept 20th 2014
 1st collection

Zone A: ~~front~~ front of Museum
 Zone B: front of Natural
 Zone C: museum in front of Museum
 Zone D: museum in front of Natural

10:30 - 11:15 = Zone B → crosswalk 11:15
 11:15 - 12:00 = Zone A → cross 278 + crosswalk = 12:00
 12:00 - 1:00 = Zone D
 1:00 - 1:45 = Zone B - cross walk + cross 278
 1:45 - 2:45 = Zone A - crosswalk
 2:45 - 3:30 = Zone B
 3:30 - 4:30 = Zone A
 4:30 - 5:00 = Zone C crosswalk + 278

* only came over 1 time

9th 10th 11th 12th
 Sunday + Monday + Tuesday + Wednesday
 13th 14th
 Wed - Thursday discussions with Natural - Perovic

Sunday Sept 21st

12:30 - 1:30 ~~Zone~~ Zone B → crosswalk = 1:30
 1:30 - 2:00 Zone A
 2:00 - 2:30 Zone C - crosswalk 278 = 2:30
 2:30 - 3:30 Zone D - crosswalk C-D = 3:30
 3:30 - 4:00 Zone A - crosswalk crosswalk + 278 = 4:00
 4:00 - 4:30 Zone B - crosswalk 4:30
 4:30 - 5:15 Zone A = crosswalk 5:15 = Home

* only came over 2 times

Spent
 I will have off Saturday + Sunday + on Monday

after working





JASPER COUNTY SHERIFF'S

P.O. Box 986, Ridgeland, South Carolina 29936

TELEPHONE: 843-726-7777 FACSIMILE: 843-726-7778

17-2175

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 Hickey

Address: 14211 Big Lake Big Lake GA 30143 Tel: # 678-855-2975

Sex	Date of Birth	Race	Height	Weight	Eye Color	Hair
M	4/20/65	W	5'9	175	BLU	BLN

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 Lyman
Print Name of Person Requesting Trespass Notice Signature of Person Requesting Trespass Notice

TO: Greg Hickey
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 Ridgeland 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 Hickey
Print Name of Person Receiving Trespass Notice Signature of Person Receiving Trespass Notice

Deputy 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.

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 §§ 359 to 360.

§ 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 order.
- 16-3-1780. Expiration of temporary restraining orders and restraining orders; extensions and modifications.
- 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 at his position to suffer may include, but is not

- (1) following the
- (2) visual or physical person has been present after the victim has
- (3) surveillance of person's:

- (a) residence;
- (b) place of work;
- (c) school; or
- (d) another place and

- (4) vandalism and

(B) "Harassment in the first degree" means a pattern of conduct that serves no legitimate purpose in his position in the second degree may include contact that is initiated

(C) "Stalking" means a pattern of conduct that causes a targeted person's position

- (1) death of the
- (2) assault upon
- (3) bodily injury
- (4) criminal sex
- (5) kidnapping
- (6) damage to

(D) "Pattern" means a short, evidencing a

(E) "Family" means a person who resides in the same

(F) "Electronic communication" means sounds, data, intelligence, or information, in any form, by any device, radio, computer, or

(G) This section of this State law server performing

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

Libel is actionable per se if it involved written or printed words that tend to degrade the person in the estimation of his friends or acquaintances or the public or to disgrace him. *Holtzscheiter v. Thomson Newspapers, Inc.*, 332 S.C. 502, 506 S.E.2d 497 (1998) (*Holtzscheiter II*). Essentially, all libel is actionable *per se*.

Hilton Head Hyundai is thus likely to succeed on the merits and a temporary restraining order and/or preliminary injunction should issue.¹

D. There is no Adequate Remedy at Law

Injunctive relief is warranted because an award of monetary damages will not repair the damage to Hilton Head Hyundai for the loss of goodwill caused by Defendant's defamatory statements. Plaintiff is well known in the community. The allegations by the Defendant attack the Plaintiff's integrity and trustworthiness as a business. Plaintiff may never be able to restore its reputation in the community once it is diminished by the defamatory statements. These defamatory statements would cause the Plaintiff to suffer a future injury of uncertain date and incalculable magnitude.

III. CONCLUSION

Defendant is publishing defamatory statements about the Plaintiff. Defendant is expected to continue to continue to injure the Plaintiff, causing irreparable harm. There is a great likelihood of success on the merits in Plaintiff's defamation action. There is very little harm to the Defendant in not being allowed to publish defamatory materials.

¹ Generally an injunction will not issue to restrain torts, such as defamation or harassment, against the person. *Alberli v. Cruise*, 383 F.2d 268 (4th Cir.Va. 1967). An exception to this rule is if the applicant for injunctive relief shows the involvement of conspiracy, intimidation or coercion. See also *Carter et al. v. Knapp Motor Co.*, 243 Ala. 600, 11 So.2d 383, 144 A.L.R. 1177 (holding that an automobile dealer was entitled to an injunction to restrain a defendant who, for the purpose of coercing the complainant to give him another car, exhibited in the street a sign disparaging the quality of the cars sold by him.) In the present case, the Defendant is publishing defamatory statements about the Plaintiff because the Plaintiff refused to require his insurance carrier to cover repairs the carrier had declined.

In deciding whether to grant an injunction, the court must balance the benefit of an injunction to the plaintiff against the inconvenience and damage to the defendant. *Strategic Res. Co. v. BCS Life Ins. Co.*, 367 S.C. 540, 544, 627 S.E.2d 687, 689 (2006).

B. Plaintiff will suffer irreparable injury if the motion is denied

As Benjamin Franklin once said, "Glass, China, and Reputation, are easily crack'd, and never well mended." In *Rosenbloom v. Metromedia, Inc.*, 403 U.S. 29, 91 S.Ct. 1811, 29 L.Ed.2d 296 (1971) the Supreme Court stated:

It is clear that there has emerged from our cases decided since *New York Times v. U. S.*, 403 U.S. 713, 91 S.Ct. 2140, 29 L.Ed.2d 822] the concept that the First Amendment's impact upon state libel laws derives not so much from whether the plaintiff is a 'public official,' 'public figure,' or 'private individual,' as it derives from the question whether the allegedly defamatory publication concerns a matter of public or general interest.

The public interest in the present case is minimal or non-existent therefore, Defendant's publication, which is also defamatory and unprivileged, should be enjoined.

C. Plaintiff has a likelihood of success on the merits

Defendant is engaged in both libel and slander as he is using written signs and making defamatory statements to passers-by.

Slander "is actionable *per se* when the defendant's alleged defamatory statements charge the plaintiff with one of five types of acts or characteristics: (1) commission of a crime of moral turpitude; (2) contraction of a loathsome disease; (3) adultery; (4) unchastity; or (5) unfitness in one's business or profession." *Goodwin v. Kennedy*, 347 S.C. 30, 36, 552 S.E.2d 319, 322-23 (Ct. App. 2001). Defendant is accusing Hilton Head Hyundai of being unfit in its business, therefore, his statements are actionable *per se*.

9/26/17

I, Deputy Jodson witnessed

Greg Harkney deposit his rental

keys into the Hertz drop box.

This incident was recorded

on my Taser body camera.

End

Deputy JODSON

3650



Hyundai Motor America
PO Box 2704
Huntington Beach, CA 92647

HYUNDAI

*Goodman
William - 612-616-1212*

HYUNDAI

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



Recall

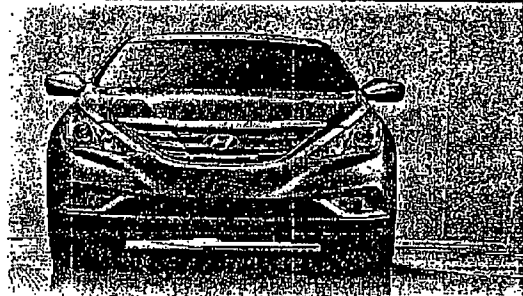
an engine using Gasoline Direct Injection
ers more complete combustion by direct
ber as opposed to the intake manifold.

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

iggish engine behavior, knocking noise, or, in
wer, engine seizure, or stalls while driving.
engine seizure or stall.

le inspected, please contact your Hyundai
have an engine inspection performed.

oil circulation issues in 2011-14 Hyundai Sonatas
al manufacturing assembly issue coupled with
tenance by consumers can increase the risk
clos. Reflecting its commitment to customer
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.

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



REGISTRATION
ONE CHICO CENTER
MAGNOLIA, CA 91266-0801

Bank of America
HARTFORD, CT 06170

544
19 CT

NO. N618656893

Client Name

GREGG'S HOCKEY

Insurance Symbol and Amount

\$1,017.29

Claim Number: 0127204670101050-01

Insured Name

GREGG'S HOCKEY

VOID AFTER 180 DAYS

Date: 9/6/2017

Amount

\$1,017.29

FRONT, REAR, AND SEVENTEEN AND 29/100 DOLLARS

GREGG'S HOCKEY

Payment

COMMISSION COVERAGE

GREGG'S HOCKEY
1000 P. ALBION PL
MELTOWN, CA 90298-4760

Rec'd All

⑈0618656893⑈ ⑈011900445⑈ 0000000019191⑈

GEICO

GEICO COMMERCIAL CLAIMS 03

03

SUPPLEMENTS @ <https://partners.geico.com>

One Geico Center

Macon, GA 31296

Phone: (843) 812-2580

Fax: (855) 263-7517

Claim #:

0127204670101050-01

Workfile ID:

ff6fae56

Supplement of Record 1 Summary

Written By: WILLIAM ABLE, License Number: 372421, 7/27/2017 12:26:30 PM

Adjuster: Able, Buck, (843) 812-2580 Business

1/88

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):

Greg Hackney
30 Old Vermont Pl
Atlanta, GA 30328
(678) 855-2975 Evening

Inspection Location:

Hilton Head Hyundai
Hilton Head Hyundai
51 Auto Mall Blvd,
Hardeeville, SC 29927
Other
(843) 208-1234 Day

Appraiser Information:

wable@geico.com
(843) 812-2580

Repair Facility:

HILTON HEAD HYUNDAI
(843) 208-1234 Business

VEHICLE

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	81944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION

Automatic Transmission

Overdrive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Claim #: 0127204670101050-01
 Workfile ID: ff6fae56

Supplement of Record 1 Summary

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Line 13: S-1: ACCESS TIME.

Line 15: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REEPLACE.

Line 33: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 34: S-1: FLEX ADDITIVE.

Prior Damage Notes:

DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,483.59
Body Labor	3.0 hrs @	\$ 44.00 /hr	132.00
Paint Labor	3.9 hrs @	\$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs @	\$ 28.00 /hr	109.20
Miscellaneous			1,296.95
Subtotal			4,193.34
Sales Tax	\$ 2,519.09 @	9.0000 %	226.72
Total Cost of Repairs			4,420.06
Deductible			1,000.00
Total Adjustments			1,000.00
Net Cost of Repairs			3,420.06

Claim #: 0127204670101050-01
 Workfile ID: ff6fae56

Supplement of Record 1 Summary

 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			316.00
Body Labor	3.0 hrs @	\$ 44.00 /hr	132.00
Paint Labor	3.9 hrs @	\$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs @	\$ 28.00 /hr	109.20
Miscellaneous			33.00
Subtotal			761.80
Sales Tax	\$ 349.00 @	9.0000 %	31.41
Total Supplement Amount			793.21
NET COST OF SUPPLEMENT			793.21

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,626.85	WILLIAM ABELE
Supplement S01	793.21	WILLIAM ABELE

Workfile Total:	\$	4,420.06
TOTAL ADJUSTMENTS:	\$	1,000.00
NET COST OF REPAIRS:	\$	3,420.06

 This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

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***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR

Supplement of Record 1 Summary

 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 7/11/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
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OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
 CAPA=Certified Automotive Parts Association. D&R=Disconnected and Reconnect. HSS=High Strength Steel.
 HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
 Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
 R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
 Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

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 Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Claim #: 0127204670101050-01
 Workfile ID: ff5fae56

Supplement of Record 1 Summary

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
9	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1225167PP A/M CAPA Radiator support 2.4 liter Quote: 132734099 Expires: 08/11/17	\$ 482.00
11	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1228171C A/M CAPA Front shield Quote: 138779745 Expires: 09/09/17	\$ 65.00
15	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1000183PP A/M CAPA Bumper cover Quote: 138779745 Expires: 09/09/17	\$ 251.00
24	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1249124C A/M CAPA RT Fender liner w/o sport susp. Quote: 132734099 Expires: 08/11/17	\$ 94.00

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 Summary

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS USAGE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	SNPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	64944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	8	4
Optional OEM	2	0
Reconditioned	10	0
Recycled	33	0

GEICO

GEICO COMMERCIAL CLAIMS 03

03

SUPPLEMENTS @ <https://partners.geico.com>

One Geico Center

Macon, GA 31296

Phone: (843) 812-2580

Fax: (855) 263-7517

Claim #:
Workfile ID:

0127204670101050-01
ff6fae56

Supplement of Record 3 with Summary

Written By: WILLIAM ABELE, License Number: 372421, 9/27/2017 9:24:00 AM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	B
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):
Greg Hackney
30 Old Vermont Pl
Atlanta, GA 30328
(678) 855-2975 Evening

Inspection Location:
Hilton Head Hyundai
Hilton Head Hyundai
51 Auto Mall Blvd,
Hardeeville, SC 29927
Other
(843) 208-1234 Day

Appraiser Information:
wabete@geico.com
(843) 812-2580

Repair Facility:
(843) 208-1234 Business

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Line	Oper	Description	Qty	Extended Price \$	Labor	Paint
1		GRILLE				
2	S01	O/H front bumper			2.4	
3	S01 R&I	R&I grille assy			Incl.	
4		FRONT SUSPENSION				
5	*	Repl LT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
6	*	Repl RT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
7	#	Subl Sublet Labor	1	345.00 X		
8		RADIATOR SUPPORT				
9	**	Repl A/M CAPA Radiator support 2.4 liter	1	482.00	0.0	
N 10	#	Subl Sublet Labor	1	575.00 X		
N 11	** S01	Repl A/M CAPA Front shield	1	65.00	Incl.	
N 12	S01	R&I RT Splash shield 2.4L			0.3	
N 13	S01	R&I LT Splash shield 2.4L			0.3	
N 14	S02	Repl Under cover	1	208.25	Incl.	
15		FRONT BUMPER				
N 16	** S01	Repl A/M CAPA Bumper cover	1	251.00	Incl.	2.8
17	S01	Add for Clear Coat				1.1
18	# S01	Repl Clips/Hardware	1	3.00 T		
N 19	# S02	R&I Front bumper cover			1.7	
20	** S02	Repl A/M CAPA Lower grille	1	27.00	Incl.	
21	** S02	Repl A/M CAPA RT Hole cover w/o fog lamps	1	30.00	Incl.	
22	** S02	Repl A/M CAPA LT Hole cover w/o fog lamps	1	26.00	Incl.	
23	S02	Repl Lower deflector	1	35.56	Incl.	
N 24	# S02	Additional labor to replace trim parts	1		0.7	
25		EXHAUST SYSTEM				
26	*	Repl Front pipe Federal w/o sport susp	1	583.60 m	0.0	
27	#	Subl Sublet Labor	1	115.00 X		
28		WHEELS				
29	*	Repl RT/Front Wheel, steel	1	188.03 m	0.0	
30	S02	Repl RT/Front Wheel cover steel wheel	1	104.76		
31		FENDER				
32	**	Repl A/M CAPA RT Fender liner w/o sport susp.	1	94.00	0.0	
33	#	Subl Sublet Labor	1	57.50 X		
34		TIRES				
35	*	Repl KUMH 215/45R17 XL Solus KH16 BW 91V	1	108.00	0.0	
36	#	Subl Mount & Balance RF Tire	1	30.00 X		
37	#	Tire Disposal Fee	1	4.00 X		
38	#	Repl Valve Stem	1	2.50 T		
39	#	Subl Wheel Alignment	1	89.95 X		
40	#	Subl Shop Supplies	1	45.00 X		
N 41	# S01	Repl Clips/Hardware	1	25.00 T		

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

	42	#	S01	Repl	Flex Additive	1	5.00	T	
	43	FRONT LAMPS							
N	44		S02	Repl	Aim headlamps	1			0.5
	45	WINDSHIELD							
N	46	**	S02	Subl	A/M Windshield plus kit	1	257.14	T	
	47	*	S02	Subl	Windshield Labor	1	136.00	X	
	48	REAR SUSPENSION							
N	49		S03	Repl	LT Lower cntrl arm 16" wheels	1	244.90	m	1.2 M
N	50	#	S03	Subl	4 Wheel Alignment	1	89.95	X	
	51	OTHER CHARGES							
	52	#	S02		E.P.C.	1	3.00		
SUBTOTALS							4,943.10	7.1	3.9

NOTES

Line 10: SUBLET TO HILTON HEAD HYUNDAI TO REPLACE RADIATOR SUPPORT, EVAC AND RECHARGE, AIM HEADLAMPS.

Line 11: S-1: CRACKED.

Line 12: S-1: ACCESS TIME.

Line 13: S-1: ACCESS TIME.

Line 14: S-2: MISSING.

Line 16: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REPLACE.

Line 19: S-2: 2ND REMOVAL REQUIRED DUE TO REPLACEMENT OF BUMPER TRIM.

Line 24: S-2: ADDITIONAL LABOR TIME TO REPLACE BUMPER TRIM PARTS.

Line 41: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 42: S-1: FLEX ADDITIVE.

Line 44: S-2: NOT AIMED CORRECTLY.

Line 46: S-2: CRACKED, MISSED DAMAGE.

Line 49: S-3: BENT. IN LINE WITH RUNNING OVER OBJECT IN THE ROAD.

Line 50: S-3: SEE PREVIOUS LINE.

Prior Damage Notes:

DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			3,417.20
Body Labor	5.9 hrs @	\$ 44.00 /hr	259.60
Paint Labor	3.9 hrs @	\$ 44.00 /hr	171.60
Mechanical Labor	1.2 hrs @	\$ 65.00 /hr	78.00
Paint Supplies	3.9 hrs @	\$ 28.00 /hr	109.20
Miscellaneous			1,522.90
Other Charges			3.00
Subtotal			5,561.50
Sales Tax	\$ 3,452.70 @	9.0000 %	310.74
Total Cost of Repairs			5,872.24
Deductible			1,000.00
Total Adjustments			1,000.00
Net Cost of Repairs			4,872.24

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

SUPPLEMENT SUMMARY

Line	Oper	Description	Qty	Extended Price \$	Labor	Paint
Added Items:						
48		REAR SUSPENSION				
N 49	S03	Repl LT Lower cntrl arm 16" wheels	1	244.90 m	1.2 M	
N 50	# S03	Subl 4 Wheel Alignment	1	89.95 X		
SUBTOTALS				334.85	1.2	0.0

NOTES

Line 49: S-3: BENT, IN LINE WITH RUNNING OVER OBJECT IN THE ROAD.

Line 50: S-3: SEE PREVIOUS LINE.

Prior Damage Notes:

DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			244.90
Mechanical Labor	1.2 hrs @	\$ 65.00 /hr	78.00
Miscellaneous			89.95
Subtotal			412.85
Sales Tax	\$ 244.90 @	9.0000 %	22.04
Total Supplement Amount			434.89
NET COST OF SUPPLEMENT			434.89

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,626.85	WILLIAM ABELE
Supplement S01	793.21	WILLIAM ABELE
Supplement S02	1,017.29	WILLIAM ABELE
Supplement S03	434.89	WILLIAM ABELE
Workfile Total:	\$ 5,872.24	
TOTAL ADJUSTMENTS:	\$ 1,000.00	
NET COST OF REPAIRS:	\$ 4,872.24	

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NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

This pricing is based on NAGS list part price and includes labor and kit pricing established by GEICO. When dealer or net priced parts are required, a parts pricing agreement should be reached in advance of service. Please call the GEICO Glass Administrator at 1-888-800-4527 (GLAS), to arrange for the work to be completed.

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

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Claim #: 0127204670101050-01
Workfile ID: ff6faa56

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

YOU ARE INSURED WITH GEICO OR ONE OF ITS AFFILIATED COMPANIES IN THE STATE OF GEORGIA, YOU MAY BE ENTITLED TO COMPENSATION FOR DIMINISHED VALUE IN CONNECTION WITH THIS CLAIM .

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
9	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1225167PP A/M CAPA Radiator support 2.4 liter Quote: 132734099 Expires: 08/11/17	\$ 482.00
11	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1228171C A/M CAPA Front shield Quote: 138779745 Expires: 09/09/17	\$ 65.00
16	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1000183PP A/M CAPA Bumper cover Quote: 138779745 Expires: 09/09/17	\$ 251.00
20	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1036114PP A/M CAPA Lower grille Quote: 147437090 Expires: 10/20/17	\$ 27.00
21	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1039110C A/M CAPA RT Hole cover w/o fog lamps Quote: 147437090 Expires: 10/20/17	\$ 30.00
22	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1038110C A/M CAPA LT Hole cover w/o fog lamps Quote: 147437090 Expires: 10/20/17	\$ 26.00
32	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1249124C A/M CAPA RT Fender liner w/o sport susp. Quote: 132734099 Expires: 08/11/17	\$ 94.00

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TIRE PARTS SUPPLIERS

Line	Supplier	Description	Price
35	NTB 1176 FORDING ISLAND RD BLUFFTON SC 29910 (843) 757-8473	KUMH 215/45R17 XL Solus KH16 BW 91V	\$ 108.00

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS USAGE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN: 5NPEB4AC8CH483101 Production Date: Interior Color:
License: RAK-9904 Odometer: 84944 Exterior Color: SILVER
State: GA Condition: Good

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	15	8
Optional OEM	11	0
Reconditioned	12	0
Recycled	47	0

Sending Confirm

Date : SEP-19-2017 TUE 09:15AM
Name : GEICO
Tel. : 8435220190

Phone : 12023544691
Pages : 2/2
Start Time : 09-19 09:14AM
Elapsed Time : 00'55"
Mode : ECM
Result : OK

800-841-2920

Claims

call 9/20/17

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			3,172.30
Body Labor	5.9 hrs @	\$ 44.00 /hr	259.60
Paint Labor	3.9 hrs @	\$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs @	\$ 28.00 /hr	109.20
Miscellaneous			1,432.95
Other Charges			3.00
Subtotal			5,148.65
Sales Tax	\$ 3,207.80 @	9.0000 %	288.70
Total Cost of Repairs			5,437.35
Deductible			1,000.00
Total Adjustments			1,000.00
Net Cost of Repairs			4,437.35

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

SUPPLEMENT SUMMARY

Line	Oper	Description	Qty	Extended Price \$	Labor	Paint
Added Items:						
N 14	S02	Repl Under cover	1	208.25	Incl.	
N 19	#	S02 R&I Front bumper cover			1.7	
20	**	S02 Repl A/M CAPA Lower grille	1	27.00	Incl.	
21	**	S02 Repl A/M CAPA RT Hole cover w/o fog lamps	1	30.00	Incl.	
22	**	S02 Repl A/M CAPA LT Hole cover w/o fog lamps	1	26.00	Incl.	
23		S02 Repl Lower deflector	1	35.56	Incl.	
N 24	#	S02 Additional labor to replace trim parts	1		0.7	
30		S02 Repl RT/Front Wheel cover steel wheel	1	104.76		
43	FRONT LAMPS					
N 44	S02	Repl Aim headlamps	1		0.5	
45	WINDSHIELD					
N 46	**	S02 Subl A/M Windshield plus kit	1	257.14 T		
47	*	S02 Subl Windshield Labor	1	136.00 X		
OTHER CHARGES						
Added Items:						
#	S02	E.P.C.	1	3.00		
SUBTOTALS				627.71	2.9	0.0

NOTES

Line 14: S-2: MISSING.

Line 19: S-2: 2ND REMOVAL REQUIRED DUE TO REPLACEMENT OF BUMPER TRIM.

Line 24: S-2: ADDITIONAL LABOR TIME TO REPLACE BUMPER TRIM PARTS.

Line 44: S-2: NOT AIMED CORRECTLY.

Line 46: S-2: CRACKED, MISSED DAMAGE.

Prior Damage Notes:

DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			688.71
Body Labor	2.9 hrs @	\$ 44.00 /hr	127.60
Miscellaneous			136.00
Other Charges			3.00
Subtotal			955.31
Sales Tax	\$ 688.71 @	9.0000 %	61.98
Total Supplement Amount			1,017.29
NET COST OF SUPPLEMENT			1,017.29

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,626.85	WILLIAM ABELE
Supplement S01	793.21	WILLIAM ABELE
Supplement S02	1,017.29	WILLIAM ABELE
Workfile Total:	\$ 5,437.35	
TOTAL ADJUSTMENTS:	\$ 1,000.00	
NET COST OF REPAIRS:	\$ 4,437.35	

is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

 IMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

This pricing is based on NAGS list part price and includes labor and kit pricing established by GEICO. When dealer or net priced parts are required, a parts pricing agreement should be reached in advance of service. Please call the GEICO Glass Administrator at 1-888-800-4527 (GLAS), to arrange for the work to be completed.

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 8/17/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TIRE PARTS SUPPLIERS

Line	Supplier	Description	Price
35	NTB 1176 FORDING ISLAND RD BLUFFTON SC 29910 (843) 757-8473	KUMH 215/45R17 XL Solus KH16 BW 91V	\$ 108.00

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 2 with Summary

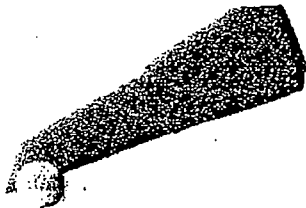
2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS USAGE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	SNPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	15	8
Optional OEM	10	0
Reconditioned	12	0
Recycled	41	0



GEICO

GEICO COMMERCIAL CLAIMS 03

03

SUPPLEMENTS @ <https://partners.geico.com>

One Geico Center

Macon, GA 31296

Phone: (843) 812-2580

Fax: (855) 263-7517

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

Written By: WILLIAM ABELE, License Number: 372421, 6/28/2017 9:45:44 AM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
Greg Hackney 30 Old Vermont Pl Atlanta, GA 30328 (678) 855-2975 Evening	Hilton Head Hyundai Hilton Head Hyundai 51 Auto Mall Blvd, Hardeeville, SC 29927 Other (843) 208-1234 Day	wabele@geico.com (843) 812-2580	HILTON HEAD HYUNDAI (843) 208-1234 Business

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	SNPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION

Automatic Transmission

Overdrive:

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Claim #: 0127204670101050-01
 Workfile ID: ff6fae56

Estimate of Record

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ESTIMATE TOTALS

Category	Basic	Rate	Cost \$
Parts			2,167.59
Miscellaneous			1,263.95
Subtotal			3,431.54
Sales Tax	\$ 2,170.09 @	9.0000 %	195.31
Total Cost of Repairs			3,626.85
Deductible			1,000.00
Total Adjustments			1,000.00
Net Cost of Repairs			2,626.85

This is not an authorization to repair.

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Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

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BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

IF YOU ARE INSURED WITH GEICO OR ONE OF ITS AFFILIATED COMPANIES IN THE STATE OF GEORGIA, YOU MAY BE ENTITLED TO COMPENSATION FOR DIMINISHED VALUE IN CONNECTION WITH THIS CLAIM .

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TIRE PARTS SUPPLIERS

Line	Supplier	Description	Price
17	NTB 1176 FORDING ISLAND RD BLUFFTON SC 29910 (843) 757-8473	KUMH 215/45R17 XL Solus KH16 BW 91V	\$ 108.00

GEICO

GEICO COMMERCIAL CLAIMS 03

03

SUPPLEMENTS @ <https://partners.geico.com>

One Geico Center

Macon, GA 31296

Phone: (843) 812-2580

Fax: (855) 263-7517

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 2 with Summary

Written By: WILLIAM ABELE, License Number: 372421, 9/6/2017 9:24:26 AM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
Greg Hackney	Hilton Head Hyundai	wabele@geico.com	(843) 208-1234 Business
30 Old Vermont Pl	Hilton Head Hyundai	(843) 812-2580	
Atlanta, GA 30328	51 Auto Mall Blvd,		
(678) 855-2975 Evening	Hardeeville, SC 29927		
	Other		
	(843) 208-1234 Day		

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION

Automatic Transmission

Overdrive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Line	Oper	Description	Qty	Extended Price \$	Labor	Paint
1		GRILLE				
2	S01	O/H front bumper			2.4	
3	S01 R&I	R&I grille assy			Incl.	
4		FRONT SUSPENSION				
5	*	Repl LT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
6	*	Repl RT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
7	#	Subl Sublet Labor	1	345.00 X		
8		RADIATOR SUPPORT				
9	**	Repl A/M CAPA Radiator support 2.4 liter	1	482.00	0.0	
N 10	#	Subl Sublet Labor	1	575.00 X		
N 11	** S01	Repl A/M CAPA Front shield	1	65.00	Incl.	
N 12	S01 R&I	RT Splash shield 2.4L			0.3	
N 13	S01 R&I	LT Splash shield 2.4L			0.3	
N 14	S02	Repl Under cover	1	208.25	Incl.	
15		FRONT BUMPER				
N 16	** S01	Repl A/M CAPA Bumper cover	1	251.00	Incl.	2.8
17	S01	Add for Clear Coat				1.1
18	# S01	Repl Clips/Hardware	1	3.00 T		
N 19	# S02	R&I Front bumper cover			1.7	
20	** S02	Repl A/M CAPA Lower grille	1	27.00	Incl.	
21	** S02	Repl A/M CAPA RT Hole cover w/o fog lamps	1	30.00	Incl.	
22	** S02	Repl A/M CAPA LT Hole cover w/o fog lamps	1	26.00	Incl.	
23	S02	Repl Lower deflector	1	35.56	Incl.	
N 24	# S02	Additional labor to replace trim parts	1		0.7	
25		EXHAUST SYSTEM				
26	*	Repl Front pipe Federal w/o sport susp	1	583.60 m	0.0	
27	#	Subl Sublet Labor	1	115.00 X		
28		WHEELS				
29	*	Repl RT/Front Wheel, steel	1	188.03 m	0.0	
30	S02	Repl RT/Front Wheel cover steel wheel	1	104.76		
31		FENDER				
32	**	Repl A/M CAPA RT Fender liner w/o sport susp.	1	94.00	0.0	
33	#	Subl Sublet Labor	1	57.50 X		
34		TIRES				
35	*	Repl KUMH 215/45R17 XL Solus KH16 BW 91V	1	108.00	0.0	
36	#	Subl Mount & Balance RF Tire	1	30.00 X		
37	#	Tire Disposal Fee	1	4.00 X		
38	#	Repl Valve Stem	1	2.50 T		
39	#	Subl Wheel Alignment	1	89.95 X		
40	#	Subl Shop Supplies	1	45.00 X		
N 41	# S01	Repl Clips/Hardware	1	25.00 T		

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

	42	#	S01	Repl	Flex Additive	1	5.00	T	
	43	FRONT LAMPS							
N	44		S02	Repl	Aim headlamps	1			0.5
	45	WINDSHIELD							
N	46	**	S02	Subl	A/M Windshield plus kit	1	257.14	T	
	47	*	S02	Subl	Windshield Labor	1	136.00	X	
	48	OTHER CHARGES							
	49	#	S02		E.P.C.	1	3.00		
SUBTOTALS							4,608.25	5.9	3.9

NOTES

Line 10: SUBLET TO HILTON HEAD HYUNDAI TO REPLACE RADIATOR SUPPORT, EVAC AND RECHARGE, AIM HEADLAMPS.

Line 11: S-1: CRACKED.

Line 12: S-1: ACCESS TIME.

Line 13: S-1: ACCESS TIME.

Line 14: S-2: MISSING.

Line 16: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REPLACE.

Line 19: S-2: 2ND REMOVAL REQUIRED DUE TO REPLACEMENT OF BUMPER TRIM.

Line 24: S-2: ADDITIONAL LABOR TIME TO REPLACE BUMPER TRIM PARTS.

Line 41: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 42: S-1: FLEX ADDITIVE.

Line 44: S-2: NOT AIMED CORRECTLY.

Line 46: S-2: CRACKED, MISSED DAMAGE.

Prior Damage Notes:

DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

~~PD Cash \$150.00~~

for Verification
ONLY

ELECTRONICALLY FILED - 2017 Sep 22 11:17 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

IN THE STATE OF SOUTH CAROLINA
COUNTY OF JASPER

First Team Hyundai, LLC dba Hilton Head
Hyundai,

Plaintiff,

v.

Greg S. Hackney,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

C. A. No. 2017-CP-27-0234

SUMMONS
17 OCT 23 PM 36
BLOCK IN TIME CANCELED

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at 201 West McBee Avenue, Suite 302, Post Office Box 10410, Greenville, South Carolina 29603, within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

September 22, 2017

s/Bradford N. Martin
Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
864.552.9990
864.552.9992 (facsimile)
bmartin@bnmlaw.com

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF JASPER

Case No. 2017-CP-27-0386

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

Plaintiff,

vs.

Greg S. Hackney,

Defendant.

MOTION TO ALTER OR AMEND

TO: DEFENDANT, GREG S. HACKNEY:

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for Plaintiff, First Team Hyundai, LLC d/b/a Hilton Head Hyundai, will move before the Honorable Carmen Tevis Mullen at such time and place as the Court may designate, pursuant to Rules 52(b) and 59(e) of the South Carolina Rules of Civil Procedure, to reconsider, alter, or amend its Order filed October 31, 2017, denying Plaintiff's Motion For Temporary Restraining Order and/or Preliminary Injunction. The Motion is based on the following:

A. Applicable Standard

1. The Court should reconsider the standard requiring a "clear showing" of irreparable harm it applied in this case. The standard cited in its Order comes from the Fourth Circuit Court of Appeals, and not the Supreme Court of South Carolina. As then Chief Justice Toal said in the case of *Scratch Golf v. Dunes West*, 361 S.C. 117, 121, 603 S.E.2d 905 (2004):

[A federal court] decision limiting a federal court's equitable powers is not dispositive of whether a state court judge may restrain a defendant's assets prior to the attachment of a money judgment. There is no federal question here that would cause the *Grupo* decision to be binding in this state court proceeding, thus we decline to apply the *Grupo* analysis to this matter.

Likewise, this case is not based on a federal question, but rather the common law protection of well-earned property rights and restoring the status quo from continuing conduct that is causing harm to the Plaintiff. Therefore, *Hodges v. Abraham*¹ should not be controlling.

2. Instead of requiring a “clear showing” of irreparable harm, the South Carolina standard requires that the “injunction is **reasonably necessary** to protect the legal rights pending in the litigation.” (emphasis added) *Levine v. Spartanburg Regional Services District, Inc.*, 367 S.C. 458, 626 S.E.2d 38, 41 (Ct. App. 2005); *County of Richland v. Simpkins*, 348 S.C. 64, 69, 560 S.E.2d 902, 904 (Ct. App. 2002). When seeking an injunction, the plaintiff need not prove an absolute legal right; the plaintiff need only present a **fair question** to raise as to the existence of such right. *Williams v. Jones*, 92 S.C. 342, 347, 75 S.E.2d 705, 710, (1912); *Levine supra*, 626 S.E.2d at 42.

B. Irreparable Harm

3. The Court should reconsider the fact that in granting the injunction it will preserve the status quo and avoid potential irreparable harm to the Plaintiff while the litigation is pending. See *Zabinski v. Bright Acres Associates*, 346 S.C. 580, 601, 553 S.E. 2d 110, 121 (2001); *MailSource LLC v. MA Bailey & Assoc.*, 356 S.C. 363, 368, 588 S.E.2d 635 638 (Ct. App. 2003). The balance of harms weighs heavily in favor of Plaintiff, since its reputation is being damaged daily. There are well recognized exceptions to First Amendment privilege²: 1) when the speech impugns the plaintiff’s property interest,³ and 2) when defendant is engaged in a

¹ 253 F.Supp.2d 846, 864 (D.S.C. 2002), citing *Multi-Channel TV Cable Co. v. Charlottesville Quality Cable Operating Co.*, 22 F.3d 546, 551 (4th Cir. 1994).

² The Court’s Order recognizes that “[m]odern cases considering the question have permitted independent grounds for equitable relief, including the protection of property rights.” Order, p.4, note 1.

³ See *Barlow v. Sipes*, 744 N.E.2d 1 (Ind. Ct. App. 2001)(recognizing that a business’ reputation and goodwill are property rights and enjoining the Barlows from making defamatory statements against Sipes Body Shop because the speech enjoined by the preliminary injunction was of little constitutional import and that the injunction primarily operates to address alleged private wrongs committed by the Barlows

continuing course of conduct causing the plaintiff harm.⁴ Plaintiff has presented uncontradicted evidence to raise a fair question that its reputation (a property right) has been injured, and that Defendant admittedly is engaged in a continuing course of conduct by daily slandering and libeling Plaintiff.

4. The Court should reconsider the fact that the Plaintiff will suffer irreparable harm as its reputation is damaged daily. "Once a prima facie showing has been made entitling the plaintiff to injunctive relief, a temporary injunction will be granted without regard to the ultimate termination of the case on the merits." *Helsel v. City of North Myrtle Beach*, 307 S.C. 29, 32, 413 S.E.2d 824, 826 (1992). Prima facie facts are those that are presumed to be true unless disproved by some evidence to the contrary. See Black's Law Dictionary, Sixth Edition (1990). Defendant did not dispute that his actions are causing damage to the Plaintiff.

5. Plaintiff presented prima facie evidence that Defendant's actions will cause it irreparable harm and that its business was already being negatively impacted:

The right to carry on a lawful business without obstruction is a property right, and acts committed without just cause or excuse which interfere with the carrying of on [sic] plaintiff's business or destroy its custom, its credit or its profits, do an irreparable injury and thus authorize the issuance of an injunction.

Guion v. Terra Marketing of Nevada, Inc., 523 P.2d 847, 848 (Nev. 1974).

against Sipes Body Shop, imputing dishonest business practices and discouraging individuals from patronizing the automobile repair business). See also *Carter et al. v. Knapp Motor Co.*, 243 Ala. 600, 11 So.2d 383 (1943) (holding that an automobile dealer was entitled to an injunction to restrain a defendant who, for the purpose of coercing the complainant to give him another car, exhibited in the street a sign disparaging the quality of the cars sold by him.); See also *Guion v. Terra Marketing of Nevada, Inc.*, 523 P.2d 847 (Nev. 1974) (enjoining Guion from displaying signs in front of Terra Marketing's business that stated that a Terra representative threatened to kill him and that doing business with Terra introduced him to "a new low in ethics.")

⁴ See *Lothschuetz v. Carpenter*, 898 F.2d 1200 (6th Cir. 1990) (finding an injunction was necessary given Carpenter's frequent and continuing defamatory statements); *West Willow Realty Corp. v. Taylor*, 198 N.Y.S.2d 196 (1960) (finding an injunction proper as to statements made as part of a course of conduct put into effect for the purpose of intimidating the plaintiffs and coercing a settlement.) "Freedom of speech is not an unqualified right, and the privilege of free speech does not confer on one individual the right to use that privilege for the purpose of maliciously injuring another." *West Willow Realty Corp.* at 199.

6. Plaintiff presented affidavit evidence that customers were calling about Hackney's actions and that two consumers stated explicitly that they based their decision not to do business on Defendant's actions. The only actions of the Defendant are the defamatory actions. The Court's requirement that these customers verbally link their decision not to do business with Plaintiff to the slanderous and libelous statements of the Defendant imposes an improper standard.⁵

7. Plaintiff has established a prima facie case of irreparable harm. The South Carolina standard for an injunction is to preserve the status quo to avoid potential irreparable injury, and not to prove actual irreparable injury. *See Zabinski, supra*.

C. Balance of Harms and Prior Restraint

8. The Court should reconsider the balance of harms if the injunction is issued as they do not weigh in favor of the Defendant. The Court recognized at the hearing that Defendant's issue was with the insurance company, and not the Plaintiff. As Chief Justice Frankfurter stated for the United States Supreme Court in 1957:

"...liberty of speech... is not an absolute right, and that "the protection even as to previous restraint is not absolutely unlimited."

Kingsley Books Inc. v. Brown, 354 U.S. 436, 441, 77 S.Ct. 1325, 1 L.Ed. 2d 1469 (1957) quoting *Near v. State of Minnesota*, 283 U. S. 697, 708, 51 S.Ct. 625, 628, 75 L.Ed. 1357 (1931).

9. The Court should reconsider its finding that the "loss of First Amendment freedoms, even for a short periods of time, constitute 'irreparable injury.'" The Court failed to consider that [t]he freedom of speech has its limits; it does not embrace certain categories of speech, including defamation...." *Ashcroft v. Free Speech Coalition*, 535 U.S. 234, 245-246, 122 S.Ct. 1389, 152 L.Ed.2d 403 (2002). Courts in other jurisdictions have granted numerous

⁵ Time constraints caused the hearing to be ended before re-direct of the Plaintiff's witness could be conducted, or Defendant could be cross examined.

injunctions directed at allegedly defamatory statements and statements designed to injure business reputation.⁶

D. Issues Not Raised are Waived

10. The Court should reconsider its finding regarding harm to the Plaintiff as this issue was not opposed at the hearing. See *Southern Railway Company v. Coltex, Inc.*, 285 S.C. 213, 329 S.E.2d 736 (1985) (finding Southern waived the right to claim an omitted jury charge was error by not objecting at trial and further finding that the omitted charge was therefore not properly before the trial court and the court could not, therefore order a new trial based upon inadequate jury instructions). The Rules of Civil Procedure must be applied equally to all parties to a lawsuit, without regard to whether they are represented by counsel. See *Brown v. Kindred Nursing Home Centers East, LLC*, 364 N.C. 76, 692 S.E.2d 87 (2010)⁷.

Therefore, Plaintiff respectfully requests that the Court reconsider its Order and grant Plaintiff's Motion for Temporary Restraining Order and/or Preliminary Injunction.

⁶ See *San Antonio Cmty. Hosp. v. S. Cal. Dist. Council of Carpenters*, 125 F.3d 1230, 1238 (9th Cir. 1997) (affirming a preliminary injunction prohibiting display of a banner stating, "This medical facility is full of rats"); *Emack v. Kane*, 34 F. 46, 50-51 (C.C.N.D. Ill. 1888) (enjoining defendant from making statements aimed at scaring plaintiff's customers away and ruining his reputation); *Frontier Mgmt. Co. v. Balboa Ins. Co.*, 622 F. Supp. 1016, 1021 (D. Mass. 1985) (issuing a preliminary injunction directed at statements that "the program was unprofitable"); *Martin v. Reynolds Metals Co.*, 224 F. Supp. 978, 984 (D. Or. 1963) (ordering removal of signs pending completion of case), *aff'd*, 337 F.2d 780 (9th Cir. 1964); *In re Davis*, 334 B.R. 874, 888 (Bankr. W.D. Ky. 2005) (ordering removal of website and enjoining defendant from creating another similar website), *aff'd in part and rev'd in part*, 347 B.R. 607 (W.D. Ky. 2006); *Glassman v. Feldman*, No. 102988/2012 (N.Y. Sup. Ct. Oct. 2, 2012) (granting a temporary restraining order ordering removal of allegedly defamatory statements from the Internet); *Amalgamated Acme Affiliates, Inc. v. Minton*, 33 S.W.3d 387, 393, 398-99 (Tex. App. 2000) (affirming the lower court's injunction prohibiting enumerated communications); *Bat World Sanctuary v. Cummins*, No. 352-248169-10, 2012 WL 4050469 (Tex. Dist. Ct. Aug. 27, 2012) (prohibiting the defendant from posting anywhere on the Internet or publishing in any way any of the statements and photographs listed in plaintiff's complaint).

⁷ Extending too much procedural leniency to a pro se litigant risks undermining the impartial role of the Court in the adversary system. 55 Fordham L. Rev. 1109, 1120-21, n. 53, (1987).

Respectfully submitted,

Bradford N. Martin

Bradford N. Martin, Esq. (SC Bar No. 3658)

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ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC

DBA HILTON HEAD HYUNDAI

November 9, 2017

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

IN THE COURT OF COMMONS PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT

Case No 2017-CP-27-0386

First Team Hyundai, LLC DBA Hilton
Head Hyundai,

Plaintiff

vs.

Comments:

Reference Motion to Amend

Greg S. Hackney

Defendant

To: The Fourteenth Judicial Court.

I am writing a response to clarify a few points regarding the Motion to Amend.

Affidavit: Filed 10/6/2017

-I was and have never held a sign that read Dishonest.

-I have never flagged down anyone or attempted to stop any automobiles. Perhaps their Affidavit related to me waiving back to a supporter honking or initiating a waive and/or upon their voluntary stopping I would inform them to pull over into the grass if they wanted to speak to me.

-I explain to automobiles that stop and inquire about my action as such I explain my issue; Informing them to make their own decisions to purchase a Hyundai from Hilton Head Hyundai or service their Hyundai.

-The affidavit is from an Employee of Hilton Head based on two inbound and not an Affidavit directly from the two inbound callers. Statement only and not an accusation!

As a citizen of the United States I have a constitutional RIGHT give to every citizen.

FREEDOM OF SPEECH

Other Reference Comments! (Not related to Numerical Points in Motion to Amend)

1. First Amendment: Free Speech **Rights** given to each citizen.
2. South Carolina Business (Entity) have rights given by the U. S. Constitution?
3. Two Callers into Hilton Hyundai Dealership, Affidavit; confirm decisively measured irreparable harm as such warrant an Extraordinary Remedy never ordered as a right.
I would argue No!
4. Activity in front of such business: Hilton Head Hyundai, 55 plus days inclusive of a percent half days (Sunday) etc. Two inbound callers (only) – (to date per filed records) warrant an Extraordinary Remedy never ordered as a right as such constitute Irreparable harm. I would argue NO, how can this be measured or proven.

Affidavit: is that all that is required to provide proof; thus censoring a citizens speech?
No, it does not!

As such, if it all that is required; I should just submit my comments on a sign and put the words Affidavit; such, there would be no Slander Suit as their Affidavit submitted defines an Affidavit by proof absolutely measured.

If rule 65 only requires an affidavit the law heavily favors a South Carolina Business vs. Freedom of Speech; any customer has an issue and does activity in front of said business the business submits two affidavits and thus the customer activity/actions defined by Freedom of Speech is censored. How can a Business related State Law heavily outweigh a citizens First Amendment Right!

Extra Ordinary Remedy is not a right but could be used to censor the right of a citizens speech? I would argue the 1st Amendment would always outweigh any attempt as such.

5. If said denied Plaintiff's motion for Temporary Restraining order/or Preliminary Injunction is reversed as efforts were filed; the balance of harm would weigh against a citizen, Greg Hackney, as I would suffer damages of the most serious kind, a violation of my Free Speech rights under the First Amendment. How can an alleged danger to be avoided justify invasion of my 1st Amendment Right, even for a short period of time. As noted in Judge Mullens denied injunction on October 31st, 2017.

A business entity un-measurable and unproven harm relating to irreparable reputation vs. a citizen given right, Freedom of Speech; concerning to me I am engaged in this discussion at all!

Comments per Motion to Alter or Amend:

APPLICABLE STANDARD

This is a Federal Question.

Citizens Constitutional Rights, Federally given First Amendment Rights.

vs.

Well-Earned Property Rights – South Carolina Standard Law.

United States Citizen, Living, Breathing and Creation of God.

vs.

South Carolina Business, an Entity.

Injunction reasonably necessary to protect the legal right.

An injunction is an extraordinary remedy and not a right. As stated, *protecting the legal right*, it would protect the *legal right* of a business over the right of a citizens Freedom of Speech; an approved Injunction would therefore be defined as a right, the right of said business. Therefore, it cannot be approved as an injunction is an Extraordinary Remedy as Stated Law.

Constitutional Right, Federal Government vs. South Carolina Standard Law

South Carolina Common Law: “reasonable necessary to protect legal rights”

Unproven and un-measurable irreparable harm as two inbound callers in 55 Days defines irreparable harm? I would argue no, as such, reasonably necessary to deny a citizens Freedom of Speech given to them by the Federal Government! It is not the state governments right to define what can censor a First Amendment Right if censorship as a Right can be enforced; inclusive per unproven and un-measurable Affidavit.

IRREPARABLE HARM

3. "Defendant admittedly is engaged in a continuing course of conduct by daily slandering and libelling the Plaintiff." **Allegedly Slandering and Libeling**

The signs and my statements are accurate based on my experiences with Hilton Head Hyundai; two experiences evidenced with a 911 call and Wall-Mart Video. (provided to the court, noted Video pending viewable DVD from the Jasper County Sheriff Department)

4. **Property Right (Reputation) Damaged as a result of Daily vs. what?**

Freedom of Speech Rights do not have an associated time limit by number of days. Again, unwarranted assignment of "Daily" to determine measurable, irreparable harm. I guess only doing my activity on Mondays and Wednesdays would be okay, lets determine between noon and 2:00 pm Only? Absurd thinking! A citizen-person can be determined when, what, where and how often to express their First Amendment Right, Freedom of Speech.

5. **Proof has not been established of an negative impact to Hilton Head Hyundai.**

6. **Court established their Standard.**

"Alleged Defamatory Actions"

My activity in front of their business everyday is an action! I believe my fellow citizens view my activity as an action of my First Amendment Right; I would view the same of said person and view them walking with a sign. The First Amendment Right "action" expresses a point but does not conclude a Right or Wrong on said point; every citizens exercises their own right to make their conclusions and decisions.

Noted: Affidavit – from an Employee of Hilton Head Hyundai. Statement only.

7. Noted: First Amendment Rights vs. **South Carolina Standard** to censor said Right.

BALANCE OF HARM AND PRIOR RESTRAINTS:

8. The Court recognized at the hearing that Defendant's Issue was with the Insurance Company, and not the Plaintiff.

I read the Denied Injunction Filing and cannot find anywhere Judge Mullens Confirmation or Judgement my issues were with the insurance provider and not Hilton Head Hyundai. Regardless, let me make it clear to the Court, Hilton Head Hyundai and their associated Attorney.

We discussed Insurance vs. Dealerships responsibility and had differing opinions.

I did not state that my issue was solely on the delta regarding approved damages to my vehicle. I moved the discussion to the next Issue/Question to John Lyons based on time as I wanted to review many other issues I had with Hilton Head Hyundai. All issues that are defined in my signs can be clearly confirmed by listening to a 911 call and reviewing a Video the Jasper County Sheriff obtained from Wal-Mart.

911 Call: Upon \$1,000 payment to Hilton Head Hyundai curing my Service Order Contract the dealership refused to return my car unless I returned a Hertz Rental Car. Two separate contracts both of which were in my name and solely contracted as such.

Video: Peacock Auto Mall Security, White Explorer, followed me from their premise to Wal-Mart parking lot driving back in forth in front of me prior parking directly in my sight. Upon addressing him directly to quit following me he left after I drove away; noted, the Peacock Security Person did not enter Wal-Mart confirming their purpose.

Intimidation, Harassment, Unprofessional, Unethical, Lies, Liars etc. (Words on my sign)

The two of numerous issues per above are clearly related to and involve only Hilton Head Hyundai. I do not have any issues with the my insurance provider, GEICO.

The statement "The Court recognized at the hearing that Defendant's issue was with the Insurance Provider" is absolutely false; as the defendant and any further comments defining my issue by the Plaintiff's Attorney be refrained!

Noted: Per time restriction many other issues were not discussed.

9. Categories of speech, including Defamation...."Aschroft

All points of reference should be defined as Alleged Defamation.

10. Issues Not Raised are Waived

Request for new Trial, Inadequate Jury Instructions:

I thought we were in a Hearing and I did not see a Jury!

Current date of Hearing the Civil Procedures: Mediation as such my understanding no Jury or Jurors.

Noted: Civil Procedures are not my expertise!

Greg Hackney

Date:



Defendant

November 15th, 2017

1 In the Court of Common Pleas for the
2 State of South Carolina, County of Jasper

3

4 Case No.: 2017CP270386

5 First Team Hyundai, LLC d/b/a

6 Hilton Head Hyundai

7 Plaintiff(s),

8 vs. Transcript of Record

9 Greg S. Hackney,

10 Defendant(s).

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16 October 24, 2017

17 Ridgeland, South Carolina

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21 BEFORE:

22 The Honorable Carmen Mullen

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APPEARANCES

REPRESENTING PLAINTIFF(S) :

Bradford N. Martin, Esquire

PO Box 10410

Greenville, SC 29603

REPRESENTING DEFENDANT(S) :

Greg S. Hackney, Pro Se

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1 PROCEEDINGS

2 THE COURT: All right. Has everyone introduced
3 themselves to you? So you know who everyone is?

4 Perfect. Thank you.

5 You may be seated, gentlemen. This is your
6 motion, correct?

7 THE COURT: Whenever you're ready, sir.

8 MR. MARTIN: Yes, Your Honor. I'm Brad Martin,
9 it's nice to meet you. We've talked on the phone on
10 another case about six or eight months ago, about a
11 closing fee. And you had a conference call and I got
12 an extension on the scheduling with a mediation that
13 indicates that. So it's nice to meet you in person.

14 THE COURT: Well, thank you.

15 MR. MARTIN: I'm Brad Martin.

16 THE COURT: I have zero recollection because I
17 probably had that same conference call with every
18 lawyer in the state. But thank you though. It's a
19 pleasure.

20 I understand you all came from Greenville; is that
21 correct?

22 MR. MARTIN: Yes, that's correct.

23 THE COURT: Okay. So this is your motion.

24 Sir, you can go ahead and take a seat.

25 MR. HACKNEY: Ma'am.

1 THE COURT: If you would -- hold on a moment.

2 Hold on a moment.

3 This is your motion, correct?

4 MR. MARTIN: Correct.

5 THE COURT: All right. I'm going to allow him to
6 make his motion, and then if you have any objection to
7 anything, whether it's service or whatever else,
8 certainly I can entertain that, too. But I'm going to
9 let you go ahead and go first. So whenever you're
10 ready.

11 MR. MARTIN: Thank you very much.

12 This is a motion for a preliminary injunction. I
13 represent Hilton Head Hyundai, which is right here in
14 Jasper County, and has been a good corporate citizen
15 for 15 years. And we are here asking for this unique
16 relief, and asking that you enjoin Mr. Hackney, who's
17 to my right, from picketing our dealership.

18 The reason we're here is because Benjamin Franklin
19 once said, "glass, china, and reputations are easily
20 cracked, but never well mended."

21 And we have spent literally hundreds of thousands
22 of dollars in the community building a reputation over
23 15 years. We have evidence that we can present through
24 a witness, if you'd like, but we spent over \$500,000 in
25 charity, we spent over \$70,000 a month in advertising.

1 We have -- Hyundai has national reviews of both the
2 sales force and the service force, and our sales --
3 it's called CSI, Customer Service Index -- and this is
4 a national thing done where all the customers are sent
5 a review, and our stores are consistently higher than
6 the national average.

7 In fact, for sales it's 990 out of 1000, which is
8 unbelievable. Only 1 percent of the dealerships in
9 America get that high.

10 And we have spent a lot of time building our
11 reputation. And this fellow here never bought a car
12 from us. He comes in with an old car with 80,000 miles
13 on it, claims he hit a pothole and needs some repairs.
14 So we go ahead and repair the car. The insurance
15 company has four things they don't cover. He's got a
16 scratch on his door and something on his hood that had
17 nothing to do with the accident, and their adjustor
18 came to our dealership and said, "We're only going to
19 pay for this, but we're not going to pay for this."

20 THE COURT: Where is the adjustor from?

21 MR. MARTIN: From GEICO. So we, of course, would
22 be glad to fix the problems, but Mr. Hackney did not
23 approve it. So it was limited to only what the
24 adjustor would allow.

25 So we went ahead and repaired it. But while we

1 had the car, there was a recall from Hyundai, and there
2 was an engine block issue and we fixed that for free
3 under the warranty. It's actually a Hyundai warranty,
4 we do the work for Hyundai, he didn't have to pay
5 anything for that.

6 Then when it came time for him to pay his
7 thousand-dollar deductible, he had a check that was
8 very old and would not go through the system. So he
9 had to get his, I think, sister's credit card, and it
10 was finally paid. But he got very upset about that.
11 His check that he gave us would not pass because of its
12 age and crinkliness, and things like that.

13 And then after that he was put in a rental car at
14 the dealership when the car first came in, with Hertz.
15 And, of course, since he was going to drive his car
16 repaired away, we would then get the car back to Hertz,
17 and he had a fit over that. He did not want to
18 surrender the car as Hertz required him to do. So he
19 made a big deal about that.

20 So out of those three things, almost every day
21 since early September, he's been out there with his
22 signs saying that we were unprofessional, unethical,
23 and are just a horrible place to do business.

24 THE COURT: When you say "outside," where exactly
25 is he?

1 MR. MARTIN: Well, do you know where the auto mall
2 is?

3 THE COURT: I know where -- is it Peacock Auto
4 Mall now?

5 MR. MARTIN: Yes, Peacock Auto Mall.

6 THE COURT: Okay. And I do not know where Hyundai
7 is along that auto mall.

8 MR. MARTIN: Well, it's sort of in the middle.
9 Okay? And he is on the highway. You know, even though
10 it sort of goes down in the ravine, he's on the
11 highway, and as people turn in, he's flagging them down
12 and getting them to roll their window down, and Lord
13 knows what he's saying about us.

14 We actually have a development department, as we
15 said --

16 THE COURT: Just so I'm clear. Is he on the 278
17 side, or is he on the frontage road side?

18 MR. MARTIN: Yes. He's on the 278 side. Okay.
19 So it's right in front of the dealership. So as people
20 are coming in to make that right turn, he's flagging
21 them down in the deceleration lane. We've got pictures
22 of all that.

23 THE COURT: In the deceleration -- okay.

24 MR. MARTIN: Yeah. And, of course, he walks back
25 and forth in front of all the dealerships with these

1 big giant signs, professionally done.

2 So he then -- we tried to work this out with him,
3 and the only thing we got out of that was a death
4 threat. He threatened to kill John Lyons. I mean, it
5 was insanity. And then he -- one of our security
6 people, he threatened to wrap a six iron around his
7 neck. So it's been a very unsettling and very unusual
8 situation. We have spent hundreds of thousands of
9 dollars in the community and to protect our reputation,
10 and what we're asking you for is to just restore the
11 status quo, let him go away until this actual case of
12 liable and slander is decided, because there's
13 tremendous irreparable harm to us every day that a
14 customer goes by and decides not to buy with us. And
15 it's not a damage that we can measure, because we don't
16 know how many sales we've lost.

17 In fact, our sales are down from last year in this
18 month that he's been out there. Our sales are down,
19 and we have evidence to show that. So we think we're
20 suffering irreparable injury, and that there is no
21 adequate remedy of the law, and we think we have a
22 likelihood of success because all we did was repair a
23 broken car, and the only beef he has is, A, with Hertz,
24 or, B, with GEICO, or, C, the fact that his own check
25 just didn't go through the machine. And that's the

1 only thing we've done wrong, and we're not here to
2 decide who's right and wrong on those issues.

3 All we have to show you is a likelihood of
4 success. All we have to show is that there's a chance
5 of irreparable injury and that we -- this is the only
6 -- there's no adequate remedy of law. Because, like I
7 said, we have an affidavit from our development
8 director, where several customers have called in and
9 said, "We were going to go do business with you, but
10 we're not now."

11 So what we're asking for is to just issue an
12 injunction and the relative harm to us is amazing. The
13 relative harm to him is almost zero. If he wins his
14 case, then we lose our slander and liable case, he can
15 go back out there in six or eight or ten months, or
16 however long it takes to get the case up to trial. But
17 there is no fixing the glass or the china. Because
18 every day that goes by, he's out there.

19 And, of course, you know this is a small town.
20 You know, Hardeeville is a small town, and word of
21 mouth gets by. And all of our employees are being
22 called by people and friends, saying, "What in the
23 world is going on here?"

24 So we're asking for this extraordinary relief. I
25 actually have cases that I think I've cited in my memo.

1 There's actually a case from Alabama that is exactly
2 the same, from a car dealership which had a Hudson --
3 that's how old it is, back when they Hudsons. I don't
4 know if you remember Hudson. I never saw one, but I
5 heard about them. And exactly the same thing.
6 Somebody was picketing in front, and they put a white
7 elephant on a car. And the court said "No, this is an
8 injunction. Your reputation is a property right, you
9 can't violate it until you have proven that you've
10 really done something wrong."

11 So that case is one of the cases that we have. I
12 am prepared to put John Lyons up, put all the evidence
13 in, and we can put all the documents, if you'd like to
14 do that.

15 THE COURT: Sure. And that's fine. Let's go
16 ahead and have him testify, if you would.

17 Come on up. And Margaret's going to swear you in.

18 Thereupon,

19 JOHN LYONS

20 was called as a witness, having been first duly sworn,
21 was examined and testified as follows:

22 DIRECT EXAMINATION

23 BY MR. MARTIN:

24 Q Please state your name for the record.

25 A John Lyons.

1 Q And what is your job?

2 A I am the vice president of Peacock Automotive, and
3 also the Lowcountry platform director.

4 Q And how long have you been employed there?

5 A Eleven and a half years.

6 Q Okay. Now, tell me what your company does with
7 respect to building a reputation.

8 A Building a reputation is very important in our
9 industry. It's what separates you from the competition. We
10 spend a lot of time in the community sponsoring events,
11 sponsoring the Boys and Girls Gala, sponsoring the American
12 Heart Association as a co-chair. We've supported -- well,
13 let's see here, Volunteers in Medicine, Palmetto Animal
14 League, Hilton Head Animal Shelter. There's just many, many
15 organizations that we have obviously spent money with and
16 supported in our -- in our community to build our
17 reputation.

18 And also, it's an online reputation that we
19 watch and carry forward with us.

20 Q How about the Loco Motion Breast Cancer
21 fundraiser?

22 A Yes. We actually supported that for two years.
23 And we would actually take a vehicle, we'd wrap the vehicle
24 with our information on it in pink. And then we'd use it
25 for the local -- there was four different walks that they

1 would have.

2 Q I would like to show you, sir, what I would like
3 to have marked as Exhibit 1, and tell me if you can identify
4 this.

5 A This is Hilton Head Hyundai's marketing and
6 advertising budget.

7 Q And how much a year, in 2017, year to date that
8 you have a year on your advertising budget?

9 A It would be \$491,000.

10 Q Okay. And does this have a list of events, the
11 sponsorships that you have had in 2017?

12 A For Hilton Head Hyundai, it only has the -- it
13 only has the one event on there.

14 Q Now, how much have you spent in 2017 sponsoring
15 events?

16 A As an organization?

17 Q On the document.

18 A The document is \$1,400.

19 THE COURT: Let me ask a quick question.

20 I don't understand. Peacock Auto Mall, is that
21 the umbrella company that owns the property? And how
22 are each of the dealerships? And I guess my question
23 to you is that if he's protesting against Hyundai, is
24 it affecting other dealerships is my question there.
25 And are they individually owned? I mean, I always

1 understood dealerships to be owned individually. But
2 does just one person own all the dealerships that are
3 there?

4 THE WITNESS: They're owned by the holding
5 company, Peacock Automotive.

6 THE COURT: So Peacock owns all of the dealerships
7 that are in the auto mall, right?

8 THE WITNESS: Yes, except for Vaden Nissan. We
9 sold that off.

10 THE COURT: Okay. Okay.

11 BY MR. MARTIN:

12 Q Okay. If you look with me --

13 MR. MARTIN: May I have that marked as Exhibit 1?
14 Is there any objection to that exhibit?

15 MR. HACKNEY: (Nods in the negative.)

16 THE COURT: No.

17 MR. MARTIN: Okay. Could we have that marked as
18 Exhibit 1?

19 *(Whereupon, Plain tiff's Exhibit No(s). 1 marked*
20 *for identification and received in evidence.)*

21 THE WITNESS: Sorry. And I see what you're asking
22 me. You're asking me if Peacock Auto Mall has spent in
23 2017 over \$250,000 in events.

24 THE COURT: Thank you.

25 BY MR. MARTIN:

1 Q Okay. So year to date, your budget for
2 advertising is almost \$500,000?

3 A Correct.

4 Q And year to date, you've spent about \$250,000 in
5 the community for events?

6 A Correct.

7 Q Okay. And now I would like to ask you to tell the
8 Court, what is a CSI?

9 A CSI is a customer satisfaction index. And what
10 that is, is that is a -- it's actually a survey that's
11 produced by the manufacturer to measure the satisfaction of
12 the customers that visit our dealerships.

13 Q Okay.

14 A It's measured two ways, sales and service
15 departments.

16 Q I'm going to show you and have this marked as
17 Exhibit 2.

18 MR. MARTIN: Any objection to this?

19 MR. HACKNEY: (Nods in the negative.)

20 *(Whereupon, Plaintiff's Exhibit No(s) 2 marked*
21 *for identification and received in evidence.)*

22 BY MR. MARTIN:

23 Q Please share with the Court what your CSI numbers
24 are.

25 A Our CSI numbers right now, for the one month is

1 4.46 for service against a benchmark 4.5, and we are 990 in
2 sales against a national benchmark of 963.

3 MR. HACKNEY: Can I ask a question?

4 THE COURT: Actually, you are going to be able to
5 ask him a question once he's finished. Okay?

6 MR. HACKNEY: Sorry, ma'am.

7 THE COURT: You're welcome to at that point.

8 MR. HACKNEY: Go ahead.

9 BY MR. MARTIN:

10 Q So where does a 990 score put you in the national
11 average?

12 A That will rank in the top 1 percent out of a 1,000
13 grid.

14 Q Okay. And what is this measuring again?

15 A It's measuring the satisfaction of our customers
16 in a sales environment.

17 Q And these are actual customers that did business
18 with you?

19 A Yes, sir.

20 Q And who sends them the --

21 A The survey?

22 Q The survey.

23 A It's sent by the manufacturer.

24 Q Okay. So you don't -- nothing that you do on
25 site?

1 A No. They ensure you cannot manipulate it. You
2 cannot use any IP addresses or anything online. It has to
3 go to the customer.

4 Q And do all nationwide dealers participate in this
5 process?

6 A That's correct.

7 Q Okay. So you're on the top 1 percent?

8 A Yes.

9 Q So your reputation --

10 THE COURT: Is this Hyundai, or is that for the
11 whole auto mall?

12 THE WITNESS: This is Hyundai. They're all
13 measured somewhat differently due to manufacturer
14 constraints.

15 THE COURT: Okay.

16 BY MR. MARTIN:

17 Q Now, the Judge asked a really good question. When
18 he is at -- when he's protesting with his boards, do you
19 think that has a negative effect on your other brands?

20 A It definitely has a negative effect against the
21 entire auto mall, seeing where he's located. Some people
22 are traveling at a speed they can't read what he's saying,
23 but they can tell what's going on.

24 Q Okay. I see.

25 A And he also stands in the median.

1 Q Okay. All right. I believe that Mr. Hackney
2 showed up in May of 2017; is that right?

3 A That's correct.

4 Q And what was his complaint that you know?

5 A As far as I know is he hit a pothole or something,
6 and it was hidden by water and tore up his front-end a
7 little.

8 Q Okay. And did you do an estimate?

9 A Yes, I --

10 Q Did the company do an estimate?

11 A The company did, yes.

12 Q Okay. I would like to show you exhibit -- are we
13 up to four?

14 A Three.

15 Q Three.

16 *(Whereupon, Plaintiff's Exhibit No(s). 3 marked*
17 *for identification and received in evidence.)*

18 BY MR. MARTIN:

19 Q Can you identify that for the Court?

20 MR. MARTIN: Would you like to see any of these?

21 THE COURT: I'd love to see all of them. Pass
22 them up, please, when you're finished.

23 MR. MARTIN: When you're finished, just pass them
24 up. Sorry about that.

25 THE COURT: That's okay.

1 MR. MARTIN: I should have been doing that
2 earlier.

3 THE WITNESS: This is actually the R.O. This is
4 not the estimate.

5 BY MR. MARTIN:

6 Q Okay. What is an R.O.?

7 A It's a repair order.

8 Q Okay. And is that the work that did you, your
9 dealership did for Mr. Hackney?

10 A That's correct.

11 MR. MARTIN: Without objection, I'd like that
12 introduced into evidence.

13 THE COURT: Okay.

14 *(Whereupon, Plaintiff's Exhibit No(s). 4 marked*
15 *for identification and received in evidence.)*

16 BY MR. MARTIN:

17 Q All right. And I believe we already talked about
18 GEICO. They were the insurance carrier for Mr. Hackney; is
19 that correct?

20 A Correct.

21 Q I would like to admit -- can you identify that for
22 the Court, please?

23 A Yes. This is actually an estimate created by our
24 collision center.

25 Q That is not the GEICO appraisal? GEICO -- did the

1 GEICO do that?

2 A No, I'm sorry. This one is -- yes. This one's --
3 this one is written by William Able, which is GEICO's. I'm
4 sorry. You're correct.

5 Q He's the adjustor for GEICO?

6 A Correct.

7 Q Now, what are the four things that he was not
8 covering that were claimed by Mr. Hackney to be part of the
9 damage from the collision with the pothole?

10 A I believe one was a scratch on the door. And I
11 think they're outlined here, aren't they?

12 Yeah. Damage to hood, right fender, front
13 bumper cover, and scratch on right front door panel, and the
14 grill was cracked. It says, "prior damage notes."

15 Q All right. And if -- if GEICO would have covered
16 that, would you have done the work?

17 A Absolutely. We would be paid for doing the work.

18 Q Would you have made a bigger profit if that was
19 done?

20 A Yes, we would.

21 Q So would you have preferred to have that done
22 rather than not?

23 A Absolutely.

24 Q Okay.

25 MR. MARTIN: Hand that to the Judge, please.

1 BY MR. MARTIN:

2 Q Now, did Mr. Hackney get upset when GEICO wouldn't
3 cover those things?

4 A I was not in that conversation.

5 Q But as a representative of the company, did you
6 discover that was what he --

7 A Yes, I discovered that later.

8 Q Okay. And did you explain to him that you had no
9 control over what the insurance company could do?

10 A Absolutely. I explained that we are an estimating
11 -- we put our estimate through and put everything that we
12 feel was caused by the damage and by the accident, and then
13 their adjustor comes out and, that's why he's called an
14 "adjustor," is makes adjustments to our estimates to make
15 sure that everybody's honest and forthright in what they're
16 repairing.

17 Q Okay. And in your opinion in the car business, do
18 you think these four things had to do with a pothole?

19 A I wouldn't believe so.

20 THE COURT: Hey. I don't think you should go
21 there. I don't. I don't think you should go there.

22 MR. MARTIN: All right. Fair enough.

23 BY MR. MARTIN:

24 Q Was there also -- did you check to see if there
25 were any recalls for this Hyundai Sonata while it was in

1 your possession?

2 A Yes. 2012 Hyundai Sonata, there's a recall on the
3 engine. We're supposed to run a recall test on it to see if
4 it fails.

5 Q Okay. And did you run that test?

6 A Yes.

7 Q And did it fail?

8 A Yes.

9 Q And was that engine fixed at no cost to
10 Mr. Hackney?

11 A Correct.

12 Q Okay. And was it tested and working properly when
13 you handed it back to him?

14 A Yes, as far as I know. I did not hand it back to
15 him.

16 Q Okay. Now, I understand he had a thousand dollar
17 deductible on his GEICO policy; is that right?

18 A Correct.

19 Q And did you ask him for payment?

20 A Yes.

21 Q And did he provide a check that could not be
22 processed?

23 A Yes. We could not process it through our machine.

24 Q Okay. And then how did the thousand dollars get
25 paid?

1 A I believe it was the next day they received a
2 credit card number over the phone with authorization from
3 his sister.

4 Q Okay. And at that time, was the car ready to go
5 and ready for him to pick up?

6 A As far as I know. I was not there at delivery.

7 Q Okay. And was there a dispute about whether or
8 not he would return the rental car?

9 A Correct.

10 Q Well, tell me about that.

11 A When the bill was paid, the service manager asked
12 him for the rental car back, which is customary, and she
13 said, "Well, give me your keys." And he said, "No, this has
14 nothing to do with you." And as far as I know, he called
15 911 at that point.

16 Q Okay. And did the police come?

17 A Yes, they did.

18 Q Okay. And you never received the rental car back?
19 That's something that Hertz did; is that fair to say?

20 A I would say that was something that the officer
21 that came there convinced Mr. Hackney to bring the car back
22 to the rental and put the keys in the drop box at rental, at
23 Hertz's office on our property.

24 Q Okay. You -- I mentioned in my opening statement
25 something about a death threat. Can you tell us about that.

1 A Yes. Mr. Hackney came in, because we tried to
2 contact Mr. Hackney and get together and try and see what it
3 would take to resolve his concerns. And then it was a few
4 days later we were unable to come up with all his demands.
5 And then at that point, it was another, I think, week or so,
6 and he had come to our property to claim that someone
7 harassed him or so forth. And I had told him, I said,
8 "Look, Mr. Hackney," I said, "we had a trespassing warrant
9 against you." I said, "I'm letting you know now since we
10 had our meeting that where I invited you onto the property,
11 now I'm telling you you're not allowed to be on our property
12 any longer."

13 And as we were walking him out to his car, he
14 turned around and he says, "You don't know who you're
15 messing with, I'll kill you."

16 And I said, "Excuse me? What did you say?"
17 And there was three people present, and he said, I heard
18 him.

19 Then I turned around, then he turns back
20 around and he says, "I'll hurt you."

21 Q Now, did he ever make a demand for payment?

22 A Yes. That was in the first meeting.

23 Q Okay. Tell us about that.

24 A Now, the first meeting went through as we were
25 trying to get to his concerns and to resolve them. First

1 and foremost, he was concerned that the engine repair was
2 not done properly, or he did not have any sort of proof that
3 it was a new engine that we installed. So I told him I
4 would get a document, I would get the serial numbers of the
5 engine, serial numbers of the engine that was sent to us
6 from Hyundai, the shipping -- oh, what is it called -- the
7 shipping manifest for the engine, and then I would notarize
8 it and sign it and say that's what it is. And then you can
9 go and have it checked wherever you want.

10 And we were going through the conversation,
11 and I thought it was going okay. I apologized for any
12 behaviors that he saw as unprofessional. And then at the
13 end of it, I said, "Okay. So I'll get these documents
14 together for you." And he says, "Well," he says, "now, the
15 last thing I need is," you know, "I want to give you a
16 little gut punch. You're going to know that who I am and
17 where I'm from. And I want you to go to your attorneys and
18 tell your attorneys, they'll know the number, and ask your
19 attorneys what the number is to write me a check. Then I'll
20 go away."

21 And he said I would -- "I prayed to God about
22 this, so I just want to receive 25 percent of that check you
23 write to me, and then 75 percent of the check you can give
24 to the Lakewood Baptist Church of Houston."

25 Q And when you didn't pay that check, what happened

1 next?

2 A He continued to picket the organization.

3 Q I'd like to show you some pictures and see if you
4 can identify these pictures.

5 MR. MARTIN: I'd like to move Exhibit 5 into
6 evidence if there's no objection.

7 MR. HACKNEY: No (Unintelligible.)

8 *(Whereupon, Plaintiff's Exhibit No(s). 5 marked*
9 *for identification and received in evidence.)*

10 BY ATTORNEY3:

11 Q What is that? What is Exhibit 5, sir?

12 A That's a picture of Mr. Hackney and his sign
13 protesting outside on 278.

14 Q Okay. I'd like to show you Exhibit 6, which is a
15 series of four pictures, and ask if you could identify
16 those.

17 A Looks like three of these are pictures of
18 Mr. Hackney in the deceleration lane at the entrance of the
19 auto mall. And one is a picture of Mr. Hackney in the
20 median with his sign.

21 Q Okay.

22 MR. MARTIN: I'd like that moved, if there's no
23 objection, into evidence, Your Honor.

24 THE COURT: Okay. It's in evidence.

25 *(Whereupon, Plaintiff's Exhibit No(s). 6 marked*

1 *for identification and received in evidence.)*

2 BY MR. MARTIN:

3 Q How often does Mr. Hackney show up now since this
4 all started, would you say?

5 A He was showing up on a regular basis, daily.

6 Q How long did that go on?

7 A And that went on from August 26th until just last
8 week.

9 Q Okay.

10 A It was pretty much consistent. He may have missed
11 a day or two due to weather.

12 Q And what are you asking this Court for?

13 A I'm asking this Court for temporary relief of
14 Mr. Hackney in front of the dealerships, continuing to just,
15 I guess, harm our reputation, daily.

16 MR. MARTIN: Okay. Answer any questions

17 Mr. Hackney will have of you.

18 THE WITNESS: Yes, sir.

19 THE COURT: Mr. Hackney.

20 MR. HACKNEY: Yes.

21 THE COURT: You have to stand up.

22 MR. HACKNEY: Okay. Sorry. Okay. So I -- let me
23 ask some questions, but also, I guess is I can't expose
24 myself --

25 THE COURT: You just need to ask him questions at

1 this point, then I'll hear argument from you.

2 MR. HACKNEY: Gotcha. All right.

3 CROSS EXAMINATION

4 BY MR. HACKNEY:

5 Q The CSI report that you get is for all these -- a
6 report about how great your dealership does.

7 Are those given right after a car sale? They
8 deal with new car sales?

9 A One's for sales, one's for service.

10 Q Okay. And what's the service? What's that
11 number? Mine deals with service.

12 A I think that it was 4.48, something like that.

13 Q And the -- all the donations and all the charities
14 you give to is very impressive. Does that -- how much would
15 you spend on sales training for sales force every year?

16 A I could break down, but it's plenty of money. I'd
17 have to find it to have it.

18 Q Yeah. Most corporations train their sales. I
19 know I was in the sales for four years, and it's a lot of
20 money spent.

21 Do you have idea how much you spend? Would
22 you do a five and half a million dollars on that? How much
23 do you spend on training your sales force to be
24 professional, how to handle service calls, how to handle
25 customers? How much do you spend on that?

1 A It's well in excess of \$40,000 a year.

2 Q \$40,000.

3 A Service and sales.

4 Q Is that Hyundai or the whole Peacock dealership?

5 A That's Hyundai.

6 Q Okay. \$40,000. And how many sales people do you
7 have?

8 THE COURT: Okay. Can I ask you a question? Why
9 does that matter? Because you told me your complaint
10 was service. I think you'd do training of the service
11 people.

12 THE WITNESS: Well, yes. Yes, by a definite --

13 THE COURT: The service people.

14 THE WITNESS: Yes.

15 BY MR. HACKNEY:

16 Q Same? You spend \$40,000?

17 A It's included in the 40,000 for both, sales and
18 service.

19 Q Okay. Going through the damages, included with
20 the forms, you know -- going through a ditch, the under --
21 the whole -- I'm not a mechanic, but the whole muffler
22 system had to be replaced from the front end to the back
23 end. There's an under garment in mid section that protects
24 that. I drug it into the dealership, and it wasn't replaced
25 when I came back.

1 Do you think that's an important part
2 standard in the Sonatas?

3 A It was not approved by the adjustor. We repair
4 what your insurance company allowed us to repair.

5 Q For the record on 96927, there's two supplementals
6 in your documents. The GEICO did approve that. They also
7 approved the broken window, they also approved the left rear
8 CDC joint that was caused by the damages.

9 THE COURT: Do you have a copy of that? Do you
10 have a copy of that?

11 MR. HACKNEY: You've got it. It's in your packet
12 that I submitted yesterday.

13 THE COURT: Okay.

14 MR. HACKNEY: So there's two supplements of 96 --

15 THE COURT: Hold on a second. Mr. Hackney, slow
16 down.

17 MR. HACKNEY: Yes, ma'am. I'm sorry.

18 THE COURT: Okay. Did you actually E file that
19 with your packet?

20 MR. HACKNEY: Yes, ma'am.

21 THE CLERK: No, ma'am.

22 MR. MARTIN: No, ma'am.

23 THE CLERK: He brought in a pack of paperwork.

24 Do you want me to go ahead?

25 THE COURT: Please.

1 THE CLERK: He -- he brought a packet of paperwork
2 in and paid \$150, like he was filing a new case. When
3 I went downstairs, I saw it last night, and I told him
4 this morning that was wrong. So I told him if he'd
5 bring back the correct paperwork, I will hand stamp it
6 as of yesterday. This is his answer.

7 THE COURT: His answer. Okay.

8 So my question is: You don't have a copy of it?

9 THE CLERK: I do, ma'am.

10 MR. MARTIN: We have not been served with a copy
11 of anything.

12 THE CLERK: Yes, this is it.

13 THE COURT: Okay. Hand it to Mr. Hackney, and you
14 can pull out what you're referencing, Mr. Hackney.

15 MR. HACKNEY: Absolutely.

16 THE COURT: Because you filed simply an answer in
17 the case. You don't have to pay the \$150 filing fee.
18 And so pull out what you're talking about so I can see
19 it.

20 MR. HACKNEY: Yeah, there's two -- there was two
21 supplementals that I met with the same adjustor, and
22 that was the part of my frustration. Because those
23 damages related to it, and I did it in the Wendy's
24 parking lot, and I did it in a Dunkin' Donut parking
25 lot and showed him the damages, and he cut a check, no

1 problem.

2 THE COURT: Well, hold on a second, Mr. Hackney.
3 You said he "cut a check." Did he actually sit there
4 and handwrite a check right then and there and hand it
5 to you?

6 MR. HACKNEY: Yes, ma'am. Yes, ma'am.

7 THE COURT: Well, then, did you turn around and
8 give it to Hyundai?

9 MR. HACKNEY: No, no. I -- no. Let me explain
10 that.

11 The damages were a part of my frustration when I
12 saw my car. The under garment wasn't there, there was
13 scruff paint behind the bumper.

14 THE COURT: And just so I understand, this was
15 after --

16 MR. HACKNEY: Yes, ma'am. Yes. I did it myself.
17 My argument was, "Guys, why didn't you communicate and
18 say these damages, the under garment that protects the
19 muffler system is broke. There's paint on the front
20 bumper, they just wouldn't replace the front bumper.
21 They actually did because we split it 50-50 and they
22 covered it. And I just said, "Hey, these guys didn't
23 communicate properly. Here's some more damages
24 associated with that wreckage on the same place.
25 There's two supplemental records --

1 THE COURT: The question I have for you, Mr.
2 Hackney, I need to know if anyone cut a check from the
3 insurance company and paid for that.

4 MR. HACKNEY: They said --

5 THE COURT: Listen. And if they did, you
6 understand GEICO and Hyundai do not work together.
7 They're two different companies. GEICO has to approve
8 it. And, again, they would have to write the check.

9 So, again, my question is: Are you making a claim
10 that you paid Hyundai for something that they did not
11 do? And if that's the case, you need to show me where
12 they were paid for something that they did not do.

13 MR. HACKNEY: Well, the answer to that question is
14 no. The part of the frustration was I had multiple
15 conversations with Vicky, my service manager, to --
16 that I was told on the supplemental of 727 that the
17 under garment was completed. When I walked to my car,
18 it wasn't done. It was the radiator under garment that
19 wasn't protected. And --

20 THE COURT: Sir, again, though, they aren't
21 responsible for doing anything that they aren't paid
22 for by either you or the insurance company.

23 So my question, again, becomes: Did someone pay
24 for that work to be done?

25 THE WITNESS: Say that question again.

1 THE COURT: Did someone pay for that work to be
2 done? Did GEICO --

3 MR. HACKNEY: GEICO. GEICO wrote me a check, and
4 I showed the additional -- the damages associated with
5 that. Then they didn't point out -- or GEICO -- what
6 my concern is, when he says GEICO didn't approve it,
7 GEICO did approve it. When I pointed it out myself,
8 they approved it.

9 THE COURT: That's all fine for GEICO to approve
10 it. But GEICO has to pay them.

11 THE WITNESS: That's correct.

12 THE COURT: So my question is, is where's the
13 money to pay for it?

14 MR. HACKNEY: They gave me the check. I have it
15 in my bank account.

16 THE COURT: So why haven't you paid them to do the
17 work?

18 MR. HACKNEY: Because they haven't done the work,
19 ma'am.

20 THE COURT: Do you want them to do the work?

21 MR. HACKNEY: No, I do not want them to touch my
22 car.

23 THE COURT: And I understand that.

24 So they actually paid you for it, but you're
25 critical of them for not doing it, but they haven't

1 done the work yet and you won't allow them now to do
2 it. Just so I understand.

3 MR. HACKNEY: The original quote that I received
4 from Corey Johnson, when I first brought in my car, had
5 those items on there. I live in Atlanta, I don't live
6 here. So when I dropped my car off, I managed from a
7 distance, and I assumed all the things that he had
8 given me were done.

9 When I got back to my car, they weren't done. And
10 they said that's all that GEICO approved. And I was in
11 two parking lots, and they approved all the different
12 things. So there's an argument that, yes, they only
13 did what they said, but my understanding is that when I
14 got my original quote, they were on there. When I
15 showed you my car, they weren't, and then I just
16 literally had to point things out that was done. And
17 that's the issue with the GEICO. That's correct.

18 THE COURT: The problem is, your issue is with
19 GEICO, Mr. Hackney, not with Hyundai.

20 I mean, that is the issue because if you could
21 show me where it was paid to Hyundai, and the work was
22 not done -- listen, I can understand your frustration.
23 But that's not what you're telling me has happened.

24 You're telling me that the insurance company did
25 approve it, but they cut you the check.

1 MR. HACKNEY: Yes, ma'am. But my --

2 THE COURT: So -- wait. Just wait.

3 So other than that, which it doesn't appear that
4 Hyundai has done anything.

5 Let me ask you, what else are you complaining? Is
6 it the other service work they did? Are you saying
7 it's not accurate? It's not done properly? What are
8 you saying?

9 MR. HACKNEY: From the service standpoint, I
10 guess, when I took it to the Hyundai dealership, they
11 do work with GEICO, and my GEICO person said that --
12 he'd come and say, he said that I went there -- he
13 didn't look at the car, they just handed me a quote and
14 I approved the quote. Now, that's not the same one
15 that I had. And when I got there, none of this stuff
16 that I was told was done was done. That is correct.
17 That was --

18 THE COURT: And I'm going to assume that it's
19 because GEICO didn't approve it and so they wouldn't
20 pay for it. And that's why -- so that's why at that
21 point, they require for you to approve it and you to
22 pay for that.

23 MR. HACKNEY: Well, I guess my argument is, and
24 then we can move on, is that I understand that. But I
25 believe that the dealership could -- it was so simple

1 to say. An under garment protects the muffler system
2 replace. These are damages that we professionally are
3 -- I mean, I brought it to the dealership because
4 they're professionals, they know what, if you go
5 through a ditch, what the damages are. They could have
6 easily said it and easily got it as a layman. And I --
7 my experience is they work together and they didn't
8 point those things out that they told me they did. So
9 my frustration was that. So --

10 THE COURT: The responsibility is of the adjustor.
11 I mean, they can go ahead and they can make what they
12 believe is their estimate, and they can submit it to
13 the adjustor, but it's up to the adjustor to determine
14 what they're going to pay. And typically, an
15 adjustor's job is to pay for as little as they possibly
16 can. I mean, that's what they're in the business for.

17 MR. HACKNEY: But they paid it. They paid it.
18 They didn't pay it, they didn't write me two checks, it
19 was actually \$3,000 when I pointed out the other
20 damages.

21 THE COURT: And I understand that. I understand
22 that. But, again, you haven't paid them to do that
23 work. So that work was not done.

24 Let me now see this. Did some of that work get
25 done by someone else?

1 MR. HACKNEY: No. I'm waiting to go back to
2 Atlanta to get it done.

3 THE COURT: Okay. And is the reason why your car
4 was here at this Hyundai is because you hit a pothole
5 somewhere in this area? Is that what happened?

6 MR. HACKNEY: Yes, ma'am. Yes, ma'am.

7 THE COURT: And your car wasn't drivable
8 afterwards?

9 MR. HACKNEY: Yes, ma'am.

10 THE COURT: Okay.

11 MR. HACKNEY: Well, I drove it in there to them.
12 And the -- it goes to -- my second -- we move on.

13 Second point is the recall. When I went there,
14 they said there was a recall and -- on an engine, which
15 I wasn't aware of. And, again, I was frustrated, but
16 my point is that I was told I couldn't leave, that I
17 had to have the work done here. And so I left it here.
18 They gave me a Hertz rental car, but I found out later
19 from the Hertz in Atlanta that I could have driven it
20 home. And, of course, John said that it was -- I could
21 have signed a waiver. I was never presented one, and
22 that really frustrated me because I would have rather
23 done this in Atlanta. I'm not from here.

24 And I was told that the engine was going to blow
25 up and it is so dangerous that I had to leave the car

1 there and it made it convenient with the Hertz. And
2 come to find out that's -- you know, I wasn't offered a
3 waiver, because I would have signed it out for myself
4 and I would have gotten it done there. Because the
5 recall was 18 months prior, and it was suspect that my
6 engine was going to blow up, when it was a recall and
7 no one had contacted me. And all of a sudden -- of
8 course, I found this out later.

9 And that was another one of my frustrations
10 because I felt like, you know, they held my car out --
11 for whatever reason, I could have -- I mean, I was five
12 and a half hours away. I'd rather the work done there,
13 but I was told I couldn't leave. I had to leave the
14 car here because it was dangerous. And that has to do
15 with the recall.

16 THE COURT: Okay.

17 MR. HACKNEY: All right?

18 When talking about the check, when I came in that
19 day -- again, I'm arguing about the stuff that wasn't
20 done. My car was filthy and roaches in it, cobwebs,
21 and I asked to speak to a Jessica, the office
22 manager -- on the recall, what frustrated me, I said,
23 go back -- I said, "can I have a" -- you know, "I don't
24 know anything about a car, can I have proof of an
25 engine?" I know there's recall stuff and there's some

1 collateral stuff that I had received. It was with the
2 wrong address, and the address wasn't of record. Was
3 it suspect?

4 And I said, "Can I get proof there's a new
5 engine?" He said, "It looks new, we don't have any."

6 So I asked to speak to the Jessica and her boss
7 and the owner and general manager. And typically when
8 you ask that in corporate America, they -- it's verbal.
9 I'm two minutes into a conversation with the new car
10 salesman, who did inform me that they replaced the
11 radiator in the front. So I was frustrated, you know
12 what, I'm going to write a check and get out of here.

13 I wrote a check and the machine wouldn't read the
14 check. I was frustrated because it was a good check
15 and their complaint says it was declined by the third
16 party, which is not true. That's what their claim
17 says. My bank had to let them know that I've always
18 been in good standing. So I was frustrated with all
19 the things that I hear happening. It wouldn't read my
20 checks, so I called a time out and came back the next
21 day. I had a debit card, I didn't want to use my debit
22 card in case I needed to make some changes on the
23 payment because I felt at that point that they had some
24 stuff on, so I called my sister and she used her credit
25 card.

1 And we can go to the third -- other point which
2 frustrated me right after that is, John, that you
3 mentioned Hertz.

4 Do you own that Hertz franchise?

5 THE WITNESS: No.

6 MR. HACKNEY: No. And so I said, here's my
7 sister, pay the check, I'm done with that contract.
8 That's in the documentation.

9 I'm not from here, I'm in a pair of shorts and a
10 T-shirt saying -- I came up here to get my car. They
11 would not return my car. My debt with Hilton Hyundai
12 was cured.

13 And I -- and Jessica said "No. We want the Hertz
14 rental car." And I'm like, ma'am, that's currently
15 under my name, exclusively separate contract, it's not
16 enforced, so we have no jurisdiction. They -- ten
17 minutes, they wouldn't give me my car. So I did call
18 911. That infuriated me. And I felt like I was held
19 hostage and then it was all the other stuff. It's like
20 now, you won't give me my car. I just want to get back
21 to Atlanta. And they wouldn't. And that's two
22 separate contracts, and that's for finding your
23 documentation, and I had to call the police, who didn't
24 agree with that either. He said that there was a \$441
25 balance. And I said, yes, sir, that's true. That's a

1 civil issue, and plus, my policy is 50 days, we're on
2 day 37. But my GEICO guy was on FMLA and we'll settle
3 it up. But I'm paid up, here's a receipt.

4 He forced me to drop the keys. And the reason
5 that I wanted to return it myself is because the
6 previous day, the Hertz in the dealership was calling
7 and saying we're going to report it stolen.

8 I was like, sir, why are you going to report it
9 stolen? I said, my car is there. I said, I will pay
10 tomorrow and drop it off. So I wanted to take it to
11 the Savannah airport and turn it in and make sure I had
12 the proper documentation, that it wasn't reported
13 stolen because it was -- because that guy kept calling
14 me that's in the dealer -- on their property. And so I
15 even explained that to them. I said, No, I'm going to
16 take it back -- I think it was a \$100 cab ride back, I
17 bought a plane ticket, I wanted to make sure I had the
18 documentation, but they were closed. And I didn't
19 trust Hyundai because my frustration -- and when I paid
20 them, I said, "No, this is my car, it's under my name."
21 And they wouldn't give me the car back.

22 And I called the police and explained to him, and
23 he came out and said, oh, there's a debt. I said, sir,
24 can you put in writing that I refused this? Can you
25 put in writing that it's not reported stolen? And the

1 only thing I was forced to do was to drop it in the
2 drop box, which I did. And the officer didn't put what
3 I committed to writing, and I have the documentation
4 there that he did that.

5 So I was furious. And that's what really started
6 the -- at that point, it was Saturday afternoon. And I
7 said, you know what, of course, my perception, you'll
8 disagree with that, and that's fine, was all this stuff
9 they didn't do, the under garment, they had no proof of
10 my engine, it looks new, but they held me hostage, so
11 I'm going to make a sign. I've never done that, Your
12 Honor. I love that they told her about their Hyundai
13 dealership. I said, That's great.

14 THE COURT: Well, let me ask you, you're from
15 Atlanta. How do you have time to go stand out here
16 every day, all day and hold up a sign?

17 MR. HACKNEY: That's a very good point. You know
18 what? I don't know. But I know since then, and I'll
19 jump ahead, I'm a principled person. I've been in
20 corporate America, and I'm a licensed person. But in
21 the business world, I'm a salesperson. You should
22 treat people right, and you should say what you commit.

23 And I tell you what, I know I'd be out there for
24 30 minutes and they would come out and talk to me and
25 try to solve this. Since that time, I've been cussed

1 five times in the golf carts. They come out and mother
2 F me, they cuss me, they -- they say they know where
3 you're parking.

4 THE COURT: Sir, you've been sued. You've been
5 sued heavily.

6 MR. HACKNEY: That's fine with that, ma'am.

7 THE COURT: I'm just saying, you've been sued.

8 MR. HACKNEY: I'm fine with that, ma'am. What I'm
9 saying is that -- you're asking me why I'm out there.
10 Because the professionals --

11 THE COURT: I didn't ask you why. I asked how you
12 are able to be out there --

13 MR. HACKNEY: Because I'm a consultant. I'm a
14 consultant, and I am in between things. And I
15 explained to you -- by a consultant first, I said I'm
16 being delayed, and I'm a principled person. I think
17 this needs -- the public needs to be aware what they --
18 what I perceive that they've done to one of their
19 customers.

20 Including -- it's not so much before is what we
21 talked about, it's the afterwards, the first three days
22 in their golf carts, coming out and cussing me and
23 saying those things. It's so unprofessional.

24 And there were two -- every time I'd go back to my
25 car, all my car doors would be open, there would be

1 water in there. They -- I've had two signs -- two
2 signs stolen. One sign in front of the dealership,
3 when one of their car salesmen ran back into the
4 dealership, and that's the day I got a no trespassing
5 sign.

6 THE COURT: Notice. Notice. No trespassing
7 notice. You got a notice not to trespass on their
8 property.

9 MR. HACKNEY: I have met with Sheriff Malphrus and
10 every day, ma'am, everyday, I go out and I arrive -- I
11 tell them what time I'm out there, when do I cross the
12 roads, when I leave. I go to Sheriff Malphrus' office
13 and put that in there so there's no problems. Because
14 the first two days they were coming out. I go back and
15 forth, back and forth.

16 Now, the sign did say "fraud, fraud, lies." As I
17 was writing a response, it really changed to the
18 unprofessional, unethical. And it all goes down to is
19 on September 20th, you know, they followed me around
20 all the time in the dealership. They followed me into
21 the Wal-Mart, and they followed me other places. And I
22 finally got it on video. They follow -- they're
23 scurrying, they followed me over to Wal-Mart, goes back
24 and forth all the time and then -- and stood there and
25 they stare me down, trying to intimidate me. And I

1 finally got it on camera. And I have a video that I
2 find that out through FOIA that doesn't work and I'll
3 send you another one. But I have that, and that just
4 shows how unprofessional, how --

5 THE COURT: Wait a minute, wait a minute, wait a
6 minute.

7 How did you get a video under the Freedom of
8 Information Act?

9 MR. HACKNEY: I got FOIA.

10 THE COURT: From who?

11 MR. HACKNEY: The police, state's sheriff's
12 office. They -- well they got the -- I didn't --

13 THE COURT: How did they have a video at Wal-Mart?

14 MR. HACKNEY: When I called September 21st -- on
15 September 21st, after the incident, I went to the
16 sheriff's office, explained to them that, you know,
17 I've been protesting 27 days. Civilly. I give Sheriff
18 Malphrus my daily report. So there's no problems. I
19 don't stop people. I don't yell at people.

20 THE COURT: Wait. Hold on. Hold on.

21 Mr. Hackney. Mr. Hackney. I'm back to, where is
22 that video?

23 MR. HACKNEY: They sent the video and I said to
24 the officer that those are the --

25 THE COURT: Okay. So the police officer

1 responded, and it was his video from his patrol car; is
2 that correct?

3 MR. HACKNEY: No. No, he went to Wal-Mart to
4 obtain the video because I told him time and date, the
5 truck went back and forth, staring me down. I
6 approached them, and that's when I said, "Follow me
7 again, and I'm going to get my six iron out, because
8 you guys are following me all the time, and quit it.
9 And I'm not on your property anymore, I'm at Wal-Mart."

10 And I left, and the next day I told him to get the
11 video, here's a video. The officer wrote charges of
12 harassment, assault and battery with intent to
13 intimidate for John Lyons, and then he dropped the
14 charges. And I'll go and expand on that.

15 THE COURT: Can I ask you a question? Who was the
16 person you say was driving their car back and forth in
17 front of the Wal-Mart?

18 MR. HACKNEY: It was the white Explorer, and I
19 don't -- the name I don't know. It says the name --

20 THE COURT: Did you recognize the person in the
21 car?

22 MR. HACKNEY: Yes, I did.

23 THE COURT: Who was it?

24 MR. HACKNEY: In the blue/black shirt. And the
25 officer went that same day and confirmed it was their

1 vehicle, was their security person. He told them to
2 quit following me, and following me around off their
3 premises, which they had been doing.

4 And so I'm trying to go home, and everyday
5 something else goes. I am a principled person. I know
6 that's not what the Court thought, but it's just
7 frustrating.

8 THE COURT: Okay.

9 MR. HACKNEY: And so then --

10 THE COURT: All right. Gentlemen, we're not here
11 to try the case.

12 MR. HACKNEY: Right.

13 THE COURT: This is just a motion for a
14 preliminary injunction. We have been going now for 40
15 minutes. I'm in the middle of a murder trial so,
16 again, I usually will give you 20 minutes for this, and
17 we are well past our time.

18 MR. HACKNEY: Okay.

19 THE COURT: Is there -- hold on.

20 Is there anything else specifically you need to
21 say to me in regards to their motion for a preliminary
22 injunction?

23 MR. HACKNEY: Yes, ma'am. Two things I'll add to
24 that.

25 I didn't find out -- personally find out about

1 this injunction -- I'm really not prepared, but I'm all
2 over the place, I apologize -- till 10:30 this morning.

3 So I called you last Wednesday, said they're
4 trying to serve me papers. I said I was out of town,
5 that's why I wasn't from there. The lawyer -- that was
6 from the lawyer. I came by Friday and talked to
7 Marvin. I said, "My response isn't due till Monday,"
8 which was yesterday, I said. So it says I have a court
9 date or something. She didn't know. So I came here --
10 I drove all the way to Beaufort on Friday, talked to
11 your assistant. She didn't know.

12 Yesterday, I filed my response at 4:30, and then I
13 said, "Do I even have a court -- I don't know. I
14 haven't even received any doc -- I haven't been home."

15 And she didn't -- she probably said 10:30 -- 10:30
16 this morning, she goes, "today." So I showed up. But
17 I apologize for my all-over-the-place, but I don't know
18 the proper serving for a summons, but I'm here.

19 But I got here at 10:30 this morning, I am all
20 over the place because I'm not prepared. Obviously
21 they are, but I'm trying to respond to them all over
22 the place. And I just returned it last night, my --
23 all the information.

24 Your second point, I know I'm not here to try the
25 case. That's why I would like you to see the video. I

1 provided two things. I was held hostage after making
2 payment. There was a 911 call that she has that will
3 say that I can't leave after I made payment.

4 Number two, the video is going to show
5 unprofessional, harassment, intimidation, and although
6 I'm -- it's a video. I know I'm not here to try the
7 case, but that's what my sign is.

8 It's not lies, lies, and fraud. When I started
9 writing my response, do you know, my thing is really
10 changed as to how they handled me after the incident,
11 which was the cussing and the stealing the sign. And I
12 have it on video. The police kept saying, "get it on
13 video."

14 So I've got it on video, and I hope you watch that
15 video because that's what my sign says. On that --
16 harassment and intimidation and unprofessional. It was
17 that video, even though I'm not trying the case I will
18 say, (unintelligible) the public. And I want the
19 public to make their own decisions. I never say don't
20 go buy a car. They go buy a car, if they're not
21 unprofessional, they don't intimidate them, they're not
22 unprofessional, unethical, then buy a car. Because I'm
23 not really charging them personally. I mean, I'm
24 charging them personally, but Hyundai is the car.

25 So the injunction is my freedom of speech to warn

1 -- let the public -- the public's best interest, and
2 let them make their own mind up. If they're not
3 unprofessional, unethical, if they don't intimidate
4 them, all of a sudden they give the people that video,
5 then there should be no issue. Let the customer -- let
6 the customer make their own decision. That's --

7 THE COURT: Okay. I hear you.

8 Question for you. Who owns this portion of
9 property? Like I know he's on the 278 side, but who
10 owns that property? I'm assuming it --

11 MR. HACKNEY: State trooper.

12 MR. MARTIN: -- it's the right of way.

13 THE COURT: I'm assuming -- do you know?

14 MR. MARTIN: Who owns it?

15 THE COURT: Yeah, who owns it?

16 MR. MARTIN: I think the State of South Carolina.

17 THE COURT: I always assumed the State owns it.
18 I'm assuming they --

19 MR. HACKNEY: That's correct. I have been to the
20 state trooper's office and they said I was fine.

21 THE COURT: Okay. I didn't ask you to talk yet.
22 Didn't ask you.

23 MR. HACKNEY: I'm bad.

24 THE COURT: All right. All right.

25 Okay, y'all. I'm going to take this under

1 advisement. I will let you all know something. I may
2 ask for a proposed order. I'm just letting you all
3 know that I will let you know something shortly. Okay?

4 THE WITNESS: Thank you, Your Honor.

5 THE COURT: Thank you, y'all.

6 MR. MARTIN: Just by way of service, he actually
7 called our office last week and was told, I've got
8 affidavits to that effect. So he's known for a long
9 time. And we sent it to his address, which Rule 5 says
10 you do --

11 MR. HACKNEY: The wrong address.

12 MR. MARTIN: It's the address he gave us.

13 THE COURT: Okay. Margaret --

14 MR. MARTIN: Thank you for having us, Your Honor.
15 We appreciate it.

16 THE COURT: Mr. Hackney -- Mr. Hackney, just a
17 minute. I just need from you -- relax.

18 MR. HACKNEY: Yes, ma'am.

19 THE COURT: Relax.

20 MR. HACKNEY: I'm good. I'm good.

21 THE COURT: All right. Ms. Bostick is the keeper
22 of the record. If she hasn't accepted it and clocked
23 it, it isn't in the file.

24 Additionally, Mr. Hackney -- stop.

25 MR. HACKNEY: All right.

1 THE COURT: You also are required when you file
2 that to give her a good address for you, both physical
3 and mailing address.

4 MR. HACKNEY: Which I did.

5 THE COURT: A good email address. If you have a
6 cell phone, a good cell phone address for you. I need
7 to be able to find you, because I need to know the best
8 way to correspond with you, and I can tell you email is
9 the best. Do you have an email address?

10 MR. HACKNEY: Yes, ma'am.

11 THE COURT: Perfect.

12 MR. HACKNEY: Got you.

13 THE COURT: So you need to provide all of that to
14 Ms. Bostick. Okay? Thank you.

15 MR. HACKNEY: Yes, ma'am. Gotcha.

16 THE COURT: And you're the keeper of the Court's
17 exhibits. I'm giving these to you. Okay?

18 You may step down, sir.

19 THE WITNESS: Thank you.

20 (Whereupon, the hearing was
21 concluded.)

22

23

24

25

1

2 CERTIFICATE

3

4 STATE OF SOUTH CAROLINA:

5 COUNTY OF BEAUFORT:

6 I, MONA L. MANLEY, Court Reporter, certify that I was
7 authorized to and did stenographically report the foregoing
8 proceedings and that the transcript is a true and complete
9 record of my stenographic notes.

8

DATED this 31st day of January, 2018.

9

10

11

Mona L. Manley /s/

12

MONA L. MANLEY

13

Official South Carolina Court Reporter

14

Circuit Reporter for the 14th Circuit

15

(850) 893-6662

16

mmanley@sccourts.org

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2017-CP-27-386

Greg Hackney
619 Sycamore Street
Decatur, Ga. 30030

October 13, 2017

Jasper County Sheriff Office
12008 N. Jacob Blvd. *ma*
Ridgeland, SC. 29936

FILED
OCT 13 PM 4:51
JASPER COUNTY

Sheriff's Office, Records:

Under the South Carolina Freedom of Information Act, 30-4-10 I am requesting to **OBTAIN** a copy of public records as per below.
(copy of video)

I have attached a copy of the VICTIM INFORMATION form completed on September 22nd, 2017 regarding the video obtained from Walmart involving a Peacock Security vehicle following me from their location to the Walmart Parking lot on Wednesday September 20th, 2017

If there are any fees for searching or copying these records I will pay the appropriate amount set by the Jasper County, South Carolina guidelines.

(If Applicable)

The video is required (Defendant) to be Included with a response to a summons received from Jasper County 12 District Court; as such a timely copy of the video is very important. I spoke to the Walmart API Security Person who made the original copy; he informed me at any time he can provide an additional copy to a Deputy Sheriff who can directly hand over to me.

If the Sheriff's Office deny my request please cite specific exceptions as per law 30-4-10.

Regards,

Greg Hackney

cc. *[Signature]*

South Carolina State Troopers Office
Trooper Klemmons (Sp)
407 Live Oak Road
Ridgeland, SC 29936

cc.

Jasper County Clerk's Office
Margaret Bostick
265 Russell Street
Ridgeland, SC 29936



www.jaspercountysc.org

Jasper County
Legal Department
 358 Third Ave, Suite 203
 Ridgeland, SC 29926
 (843) 717-3688

FREEDOM OF INFORMATION ACT REQUEST FORM

NAME: GREG WACHOWEY DATE OF REQUEST: 10/13/17
 ADDRESS: 219 SYCAMORE ST
 CITY: DUNCAN STATE: GA ZIP: 30030
 PHONE NUMBER: 770 855-2975 FAX NUMBER: N/A
 E-MAIL: floriane.xp@aim.com

Please indicate your preferred method of delivery by checking the appropriate box below. If possible, we will respond by the preferred method; however, some responses may not be suitable for fax or e-mail due to quantity, size or medium of the document.

Mail ☐ Fax ☐ Email ☐ Request to review Information on premises ☐

I will pick up a copy at the Sheriff's Office

Pursuant to the Freedom of Information Act, § 30-4-10, et seq., Code of Laws of South Carolina (1976, as amended), I request a copy of the following (please be specific).

Please see ATTACHED LETTER!

LOLLAPALOOZA VIDEO ON WEDNESDAY SEPTEMBER 20th, 2017

I understand that Section 30-2-50 of the South Carolina Code of Laws prohibits a person or private entity from knowingly obtaining or using personal information from a local government for commercial solicitation directed to any person in this State; violators are guilty of a misdemeanor and subject to a \$500.00 fine and/or jail time up to one year. **ANY PERSONAL INFORMATION OBTAINED PURSUANT TO THIS REQUEST WILL NOT BE USED FOR COMMERCIAL SOLICITATION DIRECTED TO ANY PERSON IN THE STATE OF SOUTH CAROLINA.**

I understand the County generally has ten (10) business days to respond to the request, and generally must produce the records within 30 calendar days from that response date. I understand that I may be required to pay the costs of copying, research, and postage associated with my request. See the FOIA information page on the County website, www.jaspercountysc.org, for more information regarding FOIA requests.

SIGNATURE: [Signature]

Return form to: Jasper County County Attorney's Office P.O. Box 420 Ridgeland, SC 29926	FOR OFFICE USE ONLY REQUEST ASSIGNED TO: _____ DATE OF ASSIGNMENT: _____ DATE RESPONSE DUE: _____ DATE OF COMPLETION: _____ FEE FOR SERVICES: _____ METHOD OF PAYMENT: _____
---	--

STATE OF SOUTH CAROLINA
COUNTY OF Gasper

Case # 2017-CP-27-386

EXHIBITS

Plaintiff(s) First Team Hyundai LLC dba Hilton Head
vs. Defendant(s) Greg S. Hackney Hyundai

PLAINTIFF'S EXHIBITS

DEFENDANT'S EXHIBITS

COURT'S EXHIBITS

1	advertising	1		1	
2	CSI	2		2	
3	Service Invoice	3		3	
4	Geico claims	4		4	
5	photo of sign	5		5	
6	photo of car(4)	6		6	
7		7		7	
8		8		8	
9		9		9	
10		10		10	
11		11		11	
12		12		12	
13		13		13	
14		14		14	
15		15		15	

Court Reporter

MONA MANLEY

Trial Judge

HON Carmen Miller

Clerk of Court

MARY BOSHCH

224 Date

10/24/17

Hyundai of Hilton Head Advertising

- Spending YTD

YTD 2017 - Marketing Budget - Hyundai HH					
Dealership	Television	Radio	Print/Direct Mail	Digital	Events
HH Hyundai	\$ 170,000	\$ 7,500	\$ 6,000	\$ 306,523	\$ 1,400
					\$ 491,423

225

Peacock Auto Mall

- Events and Sponsorships
 - Events are almost always tied to a charity
 - Events - 40
 - 2017 we have spent \$250,000
 - Since 2007, we have donated approximately \$500,000
 - Legacy Sponsor of the American Heart Association Heart Ball; Heart Walk sponsor
 - Sponsor of LoCo Motion Breast Cancer fundraiser
 - Boys & Girls Clubs of the Lowcountry – sponsor of multitude of events
 - Palmetto Animal League – longstanding partnership with local animal rescue organization
 - Literacy Volunteers of the Lowcountry – sponsor of multitude of event

CSI

3 Month

Sales

Store

974

National

963

1 Month

Sales

Store

990

National

963

3 Month

Service

Store

4.48

National

4.5

1 Month

Service

Store

4.46

National

4.5



3 month

National
4.5
Store
4.48

National
4.5 →
Store →
4.46

Hilton Head



HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257



01071HYCS730625

258538

MICKEY HARVEST 3618 023 07/11/17 HYCS730625

84,946 /

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A

5 N P E B 4 A C 8 C H 4 8 3 1 0 1

06/29/17

678-855-2975

MO: 84947

JOB# 1 CHARGES-----

LABOR-----

#1 1.46HYZRELE MOON TIRE TECHS: 2641 30:00
CUSTOMER REQUEST REPLACE RIGHT FRONT WHEEL AND TIRE PER
INSURANCE ESTIMATE
REPLACED RIM AND TIRE

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	2171893	205/65R16 SOLUS T	108.00	108.00	108.00
	1	52910-3Q410	WHEEL ASSY-STEEL	205.18	188.03	188.03
				TOTAL - PARTS		296.03

MISC	CODE	DESCRIPTION	CONTROL NO	PRICE
	C1	STATE AND TIRE DISPOSAL FEE		2.00
TOTAL - MISC				2.00

JOB# 1 TOTALS-----

LABOR 30.00
PARTS 296.03
MISC 2.00

JOB# 1 JOURNAL PREFIX HYCS JOB# 1 TOTAL 328.03

JOB# 2 CHARGES-----

LABOR-----

#2 1.46HYZRELE STEERING/SUSP/SHOCK TECHS: 2641 345.00
CUSTOMER REQUEST REPLACE BOTH FRONT CV AXLES PER INSURANCE
ESTIMATE
REPLACED BOTH CV AXLES
3.0HR

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	49500-3Q300	SHAFT ASSY-DRIVE,	379.62	355.98	355.98
	1	49501-3Q360	SHAFT ASSY-DRIVE,	379.62	355.98	355.98
				TOTAL - PARTS		711.96

JOB# 2 TOTALS-----

LABOR 345.00
PARTS 711.96

JOB# 2 JOURNAL PREFIX HYCS JOB# 2 TOTAL 1056.96

JOB# 3 CHARGES-----

LABOR-----

#3 1.46HYZRELE EXTERIOR TRIM TECHS: 2641 57:50
CUSTOMER REQUEST REPLACE RIGHT FRONT WHEEL LINER PER
INSURANCE ESTIMATE
REPLACED FRONT RIGHT FENDER LINER

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	86812-3Q500	GUARD ASSY-FRONT	120.60	94.00	94.00
				TOTAL - PARTS		94.00



Hilton Head



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258538

MICKEY HARVEST 3618 023 07/11/17 HYCS730625

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

84,946 /

12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A

5 N P E B 4 A C 8 C H 4 8 3 1 0 1

06/29/17

MO: 84947

678-855-2975

JOB# 3 TOTALS

LABOR 57.50
PARTS 94.00

JOB# 4 CHARGES JOB# 3 JOURNAL PREFIX HYCS JOB# 3 TOTAL 151.50

LABOR
J# 4 61HYZ014800 EXTERIOR TRIM TECH(S):26411500
CUSTOMER REQUEST REPLACE RADIATOR SUPPORT PER INSURANCE
ESTIMATE
REPLACED RADIATOR CORE SUPPORT

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	64101-3Q001	CARRIER ASSY-FRONT	708.81	482.00	482.00
					TOTAL - PARTS	482.00

JOB# 4 TOTALS

LABOR 575.00
PARTS 482.00

JOB# 5 CHARGES JOB# 4 JOURNAL PREFIX HYCS JOB# 4 TOTAL 1057.00

LABOR
J# 5 14HYZ001 MUFFLER REPLACE TECH(S):26411500
CUSTOMER REQUEST REPLACE MUFFLER ASSEMBLY PER INSURANCE
ESTIMATE
REPLACED MUFFLER ASSY

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	28710-3Q120	MUFFLER ASSY-REAR	612.04	583.60	583.60
	1	28751-3S100	GASKET-EXHAUST PI	16.99	16.99	16.99
					TOTAL - PARTS	600.59

JOB# 5 TOTALS

LABOR 115.00
PARTS 600.59

JOB# 6 CHARGES JOB# 5 JOURNAL PREFIX HYCS JOB# 5 TOTAL 715.59

LABOR
J# 6 55HYZ000 WHEEL ALIGNMENT TECH(S):26411500
PERFORM 4 WHEEL ALIGNMENT
COMPLETED

JOB# 6 TOTALS

LABOR 89.95

JOB# 6 JOURNAL PREFIX HYCS JOB# 6 TOTAL 89.95

MISC	CODE	DESCRIPTION	CONTROL NO
JOB # A	EV	REGULATORY COMPLIANCE EXPENSE	2.35
JOB # A	C2	SHOP SUPPLIES	28.67

Hilton Head



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01071HYCS730625

258538

MICKEY HARVEST 3618 023 07/11/17 HYCS730625

84,946 /

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A

5 N P E B 4 A C 8 C H 4 8 3 1 0 1

06/29/17

678-855-2975

MO: 84947

TOTAL - MISC 31.02

TOTALS

*
* [] CASH [x] CHECK CK NO. 18996434 *
*
* [x] VISA [] MASTERCARD [] DISCOVER *
*
* [] AMER XPRESS [] OTHER [] CHARGE *
*

TOTAL LABOR.... 1212.45
TOTAL PARTS.... 2184.58
TOTAL SUBLET... 0.00
TOTAL G.O.G.... 0.00
TOTAL MISC CHG. 33.02
TOTAL MISC DISC 0.00
TOTAL TAX..... 196.80

TOTAL INVOICE \$ 3626.85

THANK YOU FOR YOUR BUSINESS!!!

HYUNDAI MAY EMAIL OR SEND YOU A PAPER SURVEY. THIS IS MY
PERSONAL REPORT CARD. IF FOR ANY REASON I HAVE NOT EARNED A
PERFECT 10 PLEASE SPEAK WITH JESSICA MARSH-BROWN BEFORE YOU
LEAVE. AND AGAIN THANK YOU FOR YOUR BUSINESS.

customer signed credit card only.

CUSTOMER SIGNATURE

2626.85 Insurance Check

1600.00

Nelise Stewart MC

GEICO

GEICO COMMERCIAL CLAIMS 03

03

SUPPLEMENTS @ <https://partners.geico.com>

One Geico Center

Macon, GA 31296

Phone: (843) 812-2580

Fax: (855) 263-7517

Claim #:
Workfile ID:

0127204670101050-01
ff6fae56

Estimate of Record

Written By: WILLIAM ABELE, License Number: 372421, 6/28/2017 9:45:44 AM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
Greg Hackney 30 Old Vermont Pl Atlanta, GA 30328 (678) 855-2975 Evening	Hilton Head Hyundai Hilton Head Hyundai 51 Auto Mall Blvd, Hardeeville, SC 29927 Other (843) 208-1234 Day	wabele@geico.com (843) 812-2580	HILTON HEAD HYUNDAI (843) 208-1234 Business

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH183101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION

Automatic Transmission

Overdrive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release



6/28/2017 9:46:52 AM

090216 | 1.6.09.03151

Page 1

Estimate of Record

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Line	Oper	Description	Qty	Extended Price \$	Labor	Paint
1		FRONT SUSPENSION				
2	*	Repl LT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
3	*	Repl RT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
4	#	Subl Sublet Labor	1	345.00 X		
5		RADIATOR SUPPORT				
6	**	Repl A/M CAPA Radiator support 2.4 liter	1	482.00	0.0	
N 7	#	Subl Sublet Labor	1	575.00 X		
8		EXHAUST SYSTEM				
9	*	Repl Front pipe Federal w/o sport susp	1	583.60 m	0.0	
10	#	Subl Sublet Labor	1	115.00 X		
11		WHEELS				
12	*	Repl RT/Front Wheel, steel	1	188.03 m	0.0	
13		FENDER				
14	**	Repl A/M CAPA RT Fender liner w/o sport susp.	1	94.00	0.0	
15	#	Subl Sublet Labor	1	57.50 X		
16		TIRES				
17	*	Repl KUMH 215/45R17 XL Solus KH16 BW 91V	1	108.00	0.0	
18	#	Subl Mount & Balance RF Tire	1	30.00 X		
19	#	Tire Disposal Fee	1	4.00 X		
20	#	Repl Valve Stem	1	2.50 T		
21	#	Subl Wheel Alignment	1	89.95 X		
22	#	Subl Shop Supplies	1	45.00 X		
SUBTOTALS				3,431.54	0.0	0.0

NOTES

Line 7: SUBLET TO HILTON HEAD HYUNDAI TO REPLACE RADIATOR SUPPORT, EVAC AND RECHARGE, AIM HEADLAMPS.

Prior Damage Notes:

DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

Estimate of Record

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,167.59
Miscellaneous			1,263.95
Subtotal			3,431.54
Sales Tax	\$ 2,170.09 @	9.0000 %	195.31
Total Cost of Repairs			3,626.85
Deductible			1,000.00
Total Adjustments			1,000.00
Net Cost of Repairs			2,626.85

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

Estimate of Record

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 6/16/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

IF YOU ARE INSURED WITH GEICO OR ONE OF ITS AFFILIATED COMPANIES IN THE STATE OF GEORGIA, YOU MAY BE ENTITLED TO COMPENSATION FOR DIMINISHED VALUE IN CONNECTION WITH THIS CLAIM .

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
6	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1225167PP A/M CAPA Radiator support 2.4 liter Quote: 132734099 Expires: 08/11/17	\$ 482.00
14	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1249124C A/M CAPA RT Fender liner w/o sport susp. Quote: 132734099 Expires: 08/11/17	\$ 94.00

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TIRE PARTS SUPPLIERS

Line	Supplier	Description	Price
17	NTB 1176 FORDING ISLAND RD BLUFFTON SC 29910 (843) 757-8473	KUMH 215/45R17 XL Solus KH16 BW 91V	\$ 108.00

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS USAGE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN: SNPEB4AC8CH483101 Production Date: Interior Color:
License: RAK-9904 Odometer: 84944 Exterior Color: SILVER
State: GA Condition: Good

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	5	2
Optional OEM	1	0
Reconditioned	10	0
Recycled	25	0

GEICO
GEICO COMMERCIAL CLAIMS 03
03
SUPPLEMENTS @ <https://partners.geico.com>
One Gelco Center
Macon, GA 31296
Phone: (843) 812-2580
Fax: (855) 263-7517

Claim #: 0127204670101050-01
Workfile ID: mfafe56

Supplement of Record 1 with Summary

Written By: WILLIAM ABELE, License Number: 372421, 7/27/2017 12:26:30 PM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
Greg Hackney 30 Old Vermont Pl Atlanta, GA 30328 (678) 855-2975 Evening	Hilton Head Hyundai Hilton Head Hyundai 51 Auto Mall Blvd, Hardeeville, SC 29927 Other (843) 208-1234 Day	wabele@geico.com (843) 812-2580	(843) 208-1234 Business

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC6CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION	Console/Storage	FM Radio	Communications System
Automatic Transmission	CONVENIENCE	Stereo	Hands Free Device
Overdrive	Air Conditioning	Search/Seek	SEATS
POWER	Intermittent Wipers	CD Player	Cloth Seats
Power Steering	Tilt Wheel	Auxiliary Audio Connection	Bucket Seats
Power Brakes	Cruise Control	Satellite Radio	WHEELS
Power Windows	Rear Defogger	SAFETY	Wheel Covers
Power Locks	Keyless Entry	Drivers Side Air Bag	PAINT
Power Mirrors	Alarm	Passenger Air Bag	Clear Coat Paint
Heated Mirrors	Steering Wheel Touch Controls	Anti-Lock Brakes (4)	OTHER
DECOR	Telescopic Wheel	4 Wheel Disc Brakes	Traction Control
Dual Mirrors	RADIO	Front Side Impact Air Bags	Stability Control
Tinted Glass	AM Radio	Head/Curtain Air Bags	Power Trunk/Gate Release

7/27/2017 12:27:22 PM

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Page 1

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2,4L Gasoline Direct Injection SILVER

Line	Oper	Description	Qty	Extended Price \$	Labor	Paint
1		GRILLE				
2	S01	O/H front bumper			2.4	
3	S01 R&L	R&L grille assy			Incl.	
4		FRONT SUSPENSION				
5	*	Repl LT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
6	*	Repl RT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
7	#	Subl Sublet Labor	1	345.00 X		
8		RADIATOR SUPPORT				
9	**	Repl A/M CAPA Radiator support 2.4 liter	1	402.00	0.0	
N 10	#	Subl Sublet Labor	1	575.00 X		
N 11	**	S01 Repl A/M CAPA Front shield	1	65.00	Incl.	
N 12	S01	R&L RT Splash shield 2.4L			0.3	
N 13	S01	R&L LT Splash shield 2.4L			0.3	
14		FRONT BUMPER				
N 15	**	S01 Repl A/M CAPA Bumper cover	1	251.00	Incl.	2.8
16	S01	Add for Clear Coat				1.1
17	#	S01 Repl Clips/Hardware	1	3.00 T		
18		EXHAUST SYSTEM				
19	*	Repl Front pipe Federal w/o sport susp	1	593.60 m	0.0	
20	#	Subl Sublet Labor	1	115.00 X		
21		WHEELS				
22	*	Repl RT/Front Wheel, steel	1	188.03 m	0.0	
23		FENDER				
24	**	Repl A/M CAPA RT Fender liner w/o sport susp.	1	94.00	0.0	
25	#	Subl Sublet Labor	1	57.50 X		
26		TIRES				
27	*	Repl KUMH 215/45R17 XL Solus KH16 BW 91V	1	108.00	0.0	
28	#	Subl Mount & Balance RF Tire	1	30.00 X		
29	#	Tire Disposal Fee	1	4.00 X		
30	#	Repl Valve Stem	1	2.50 T		
31	#	Subl Wheel Alignment	1	89.95 X		
32	#	Subl Shop Supplies	1	45.00 X		
N 33	#	S01 Repl Clips/Hardware	1	25.00 T		
N 34	#	S01 Repl Flex Additive	1	5.00 T		
SUBTOTALS				3,780.54	3.0	3.9

NOTES

Line 10: SUBLET TO HILTON HEAD HYUNDAI TO REPLACE RADIATOR SUPPORT, EVAC AND RECHARGE, AIM HEADLAMPS.

Line 11: S-1: CRACKED.

Line 12: S-1: ACCESS TIME.

Claim #: 0127204670101050-01
 Workfile ID: #66ae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Line 13: S-1: ACCESS TIME.

Line 15: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REEPLACE.

Line 33: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 34: S-1: FLEX ADDITIVE.

Prior Damage Notes:

DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,483.59
Body Labor	3.0 hrs @	\$ 44.00 /hr	132.00
Paint Labor	3.9 hrs @	\$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs @	\$ 28.00 /hr	109.20
Miscellaneous			1,296.95
Subtotal			4,193.34
Sales Tax	\$ 2,519.09 @	9.0000 %	226.72
Total Cost of Repairs			4,420.06
Deductible			1,000.00
Total Adjustments			1,000.00
Net Cost of Repairs			3,420.06

Claim #: 0127204670101050-01
 Workfile ID: ff6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

SUPPLEMENT SUMMARY

Line	Oper	Description	Qty	Extended Price \$	Labor	Paint
1		GRILLE				
2	S01	O/H front bumper			2.4	
3	S01 R&I	R&I grille assy			Incl.	
N 11 **	S01	Repl A/M CAPA Front shield	1	65.00	Incl.	
N 12	S01 R&I	RT Splash shield 2.4L			0.3	
N 13	S01 R&I	LT Splash shield 2.4L			0.3	
14		FRONT BUMPER				
N 15 **	S01	Repl A/M CAPA Bumper cover	1	251.00	Incl.	2.8
16	S01	Add for Clear Coat				1.1
17 #	S01	Repl Clips/Hardware	1	3.00 T		
N 33 #	S01	Repl Clips/Hardware	1	25.00 T		
N 34 #	S01	Repl Flex Additive	1	5.00 T		
SUBTOTALS				349.00	3.0	3.9

NOTES

Line 11: S-1: CRACKED.

Line 12: S-1: ACCESS TIME.

Line 13: S-1: ACCESS TIME.

Line 15: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REEPLACE.

Line 33: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 34: S-1: FLEX ADDITIVE.

Prior Damage Notes:

DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			316.00
Body Labor	3.0 hrs @	\$ 44.00 /hr	132.00
Paint Labor	3.9 hrs @	\$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs @	\$ 28.00 /hr	109.20
Miscellaneous			33.00
Subtotal			761.80
Sales Tax	\$ 349.00 @	9.0000 %	31.41
Total Supplement Amount			793.21
NET COST OF SUPPLEMENT			793.21

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,626.85	WILLIAM ABELE
Supplement S01	793.21	WILLIAM ABELE
Workfile Total:	\$ 4,420.06	
TOTAL ADJUSTMENTS:	\$ 1,000.00	
NET COST OF REPAIRS:	\$ 3,420.06	

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR

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Workfile ID: ff5fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 15-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 7/11/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) Items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not Included. Pound sign (#) Items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Ind.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

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Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

IF YOU ARE INSURED WITH GEICO OR ONE OF ITS AFFILIATED COMPANIES IN THE STATE OF GEORGIA, YOU MAY BE ENTITLED TO COMPENSATION FOR DIMINISHED VALUE IN CONNECTION WITH THIS CLAIM .

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Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
9	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1225167PP A/M CAPA Radiator support 2,4 liter Quote: 132734099 Expires: 08/11/17	\$ 482.00
11	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1228171C A/M CAPA Front shield Quote: 138779745 Expires: 09/09/17	\$ 65.00
15	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1000183PP A/M CAPA Bumper cover Quote: 138779745 Expires: 09/09/17	\$ 251.00
24	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1249124C A/M CAPA RT Fender liner w/o sport susp. Quote: 132734099 Expires: 08/11/17	\$ 94.00

Claim #: 0127204670101050-01
Workfile ID: #6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TIRE PARTS SUPPLIERS

Line	Supplier	Description	Price
27	NTB 1176 FORDING ISLAND RD BLUFFTON SC 29910 (843) 757-8473	KUMH 215/45R17 XL Solus KH16 BW 91V	\$ 108.00

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS USAGE

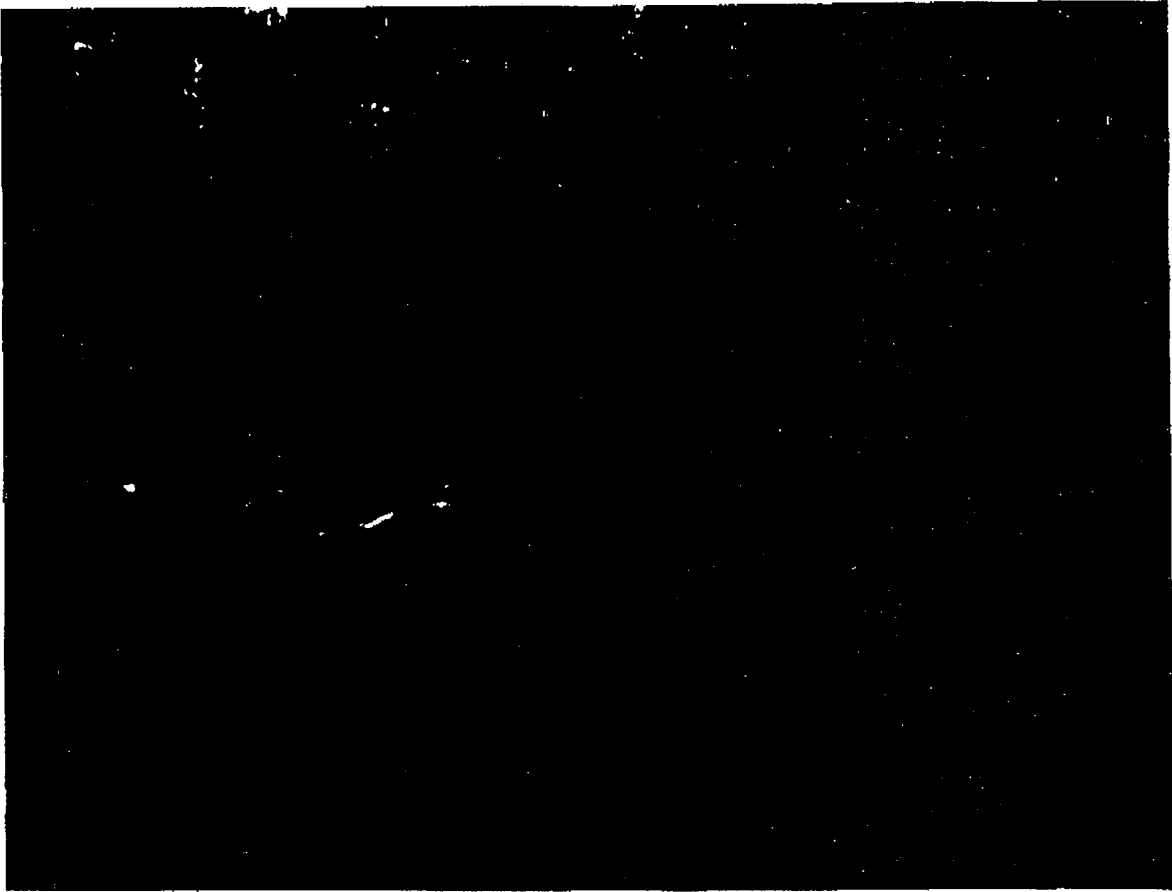
2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

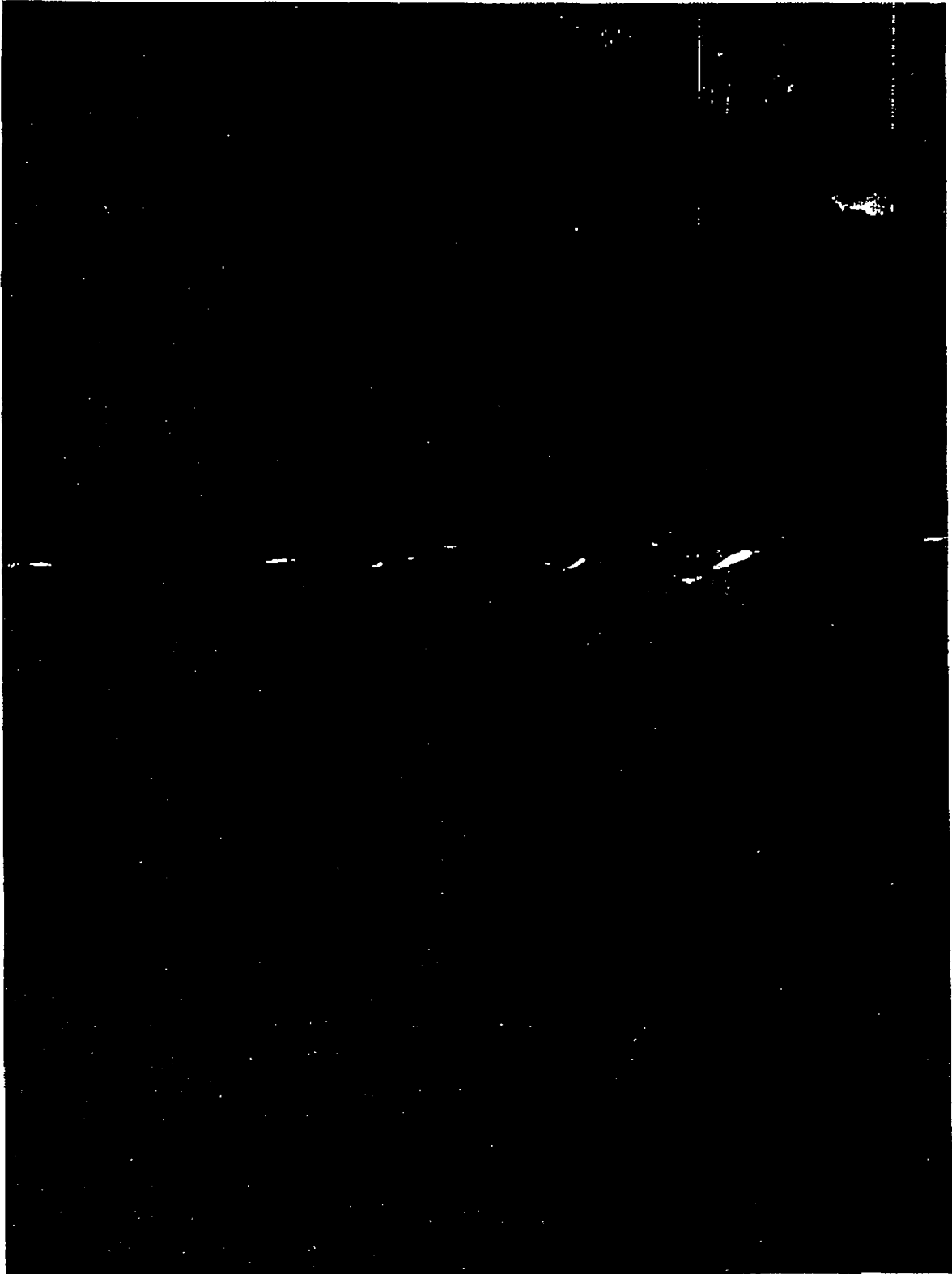
VIN: SNPEB4ACBCH483101 Production Date: Interior Color:
License: RAK-9904 Odometer: 84944 Exterior Color: SILVER
State: GA Condition: Good

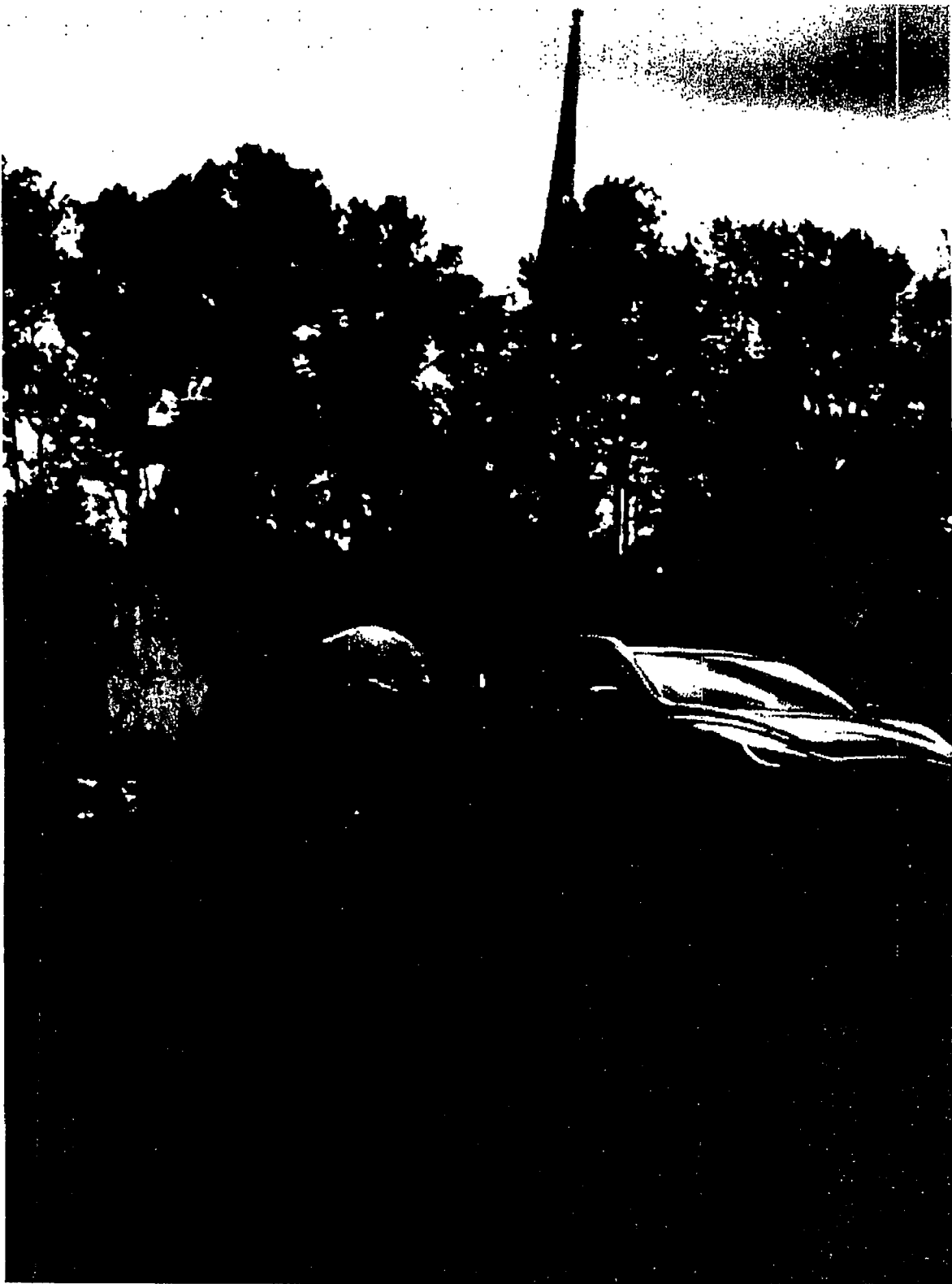
Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	8	4
Optional OEM	2	0
Reconditioned	10	0
Recycled	33	0













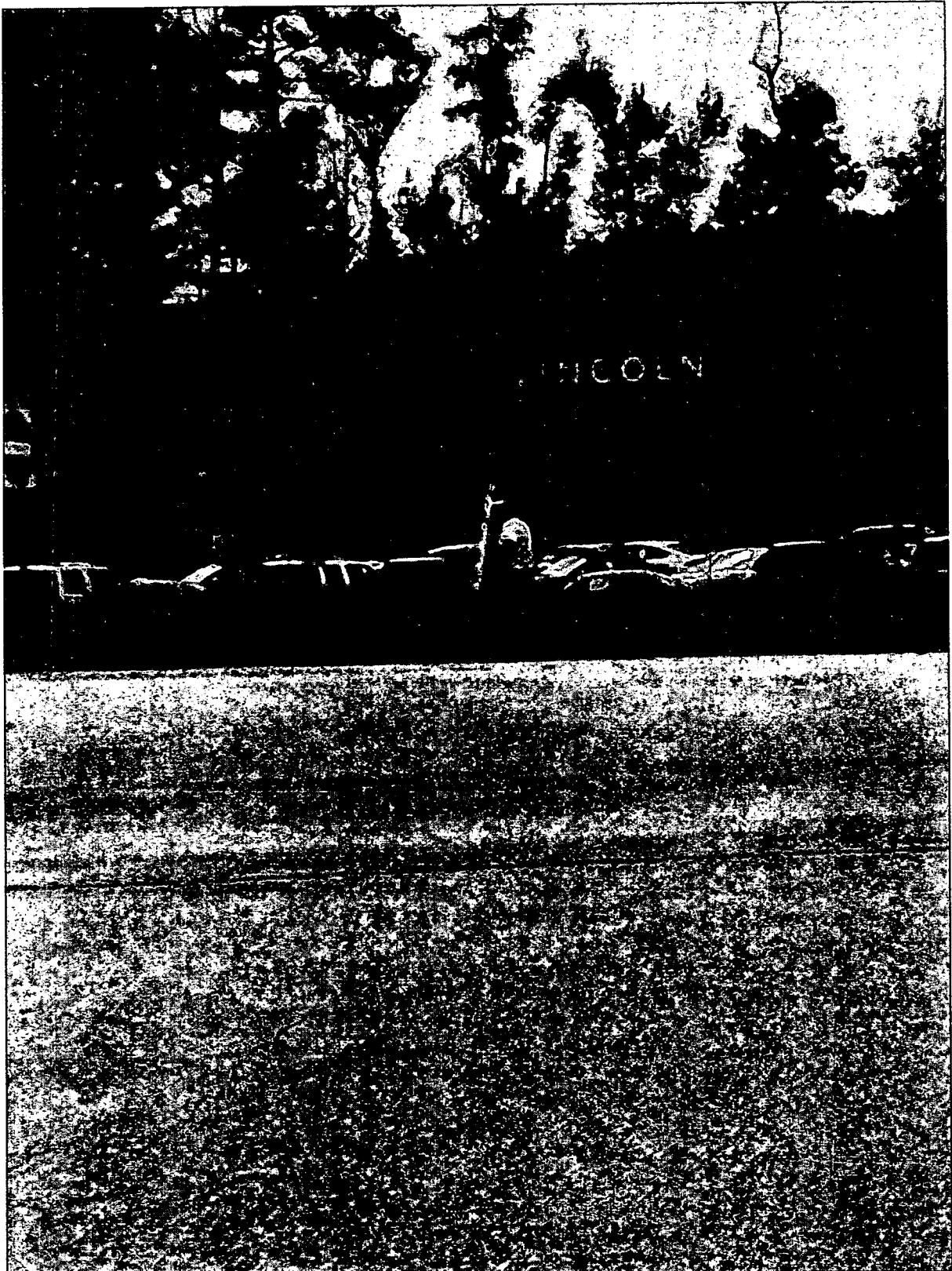
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CLERK OF COURT
JASPER COUNTY SC
BY: M BOSTICK
DATE: 5/25/18



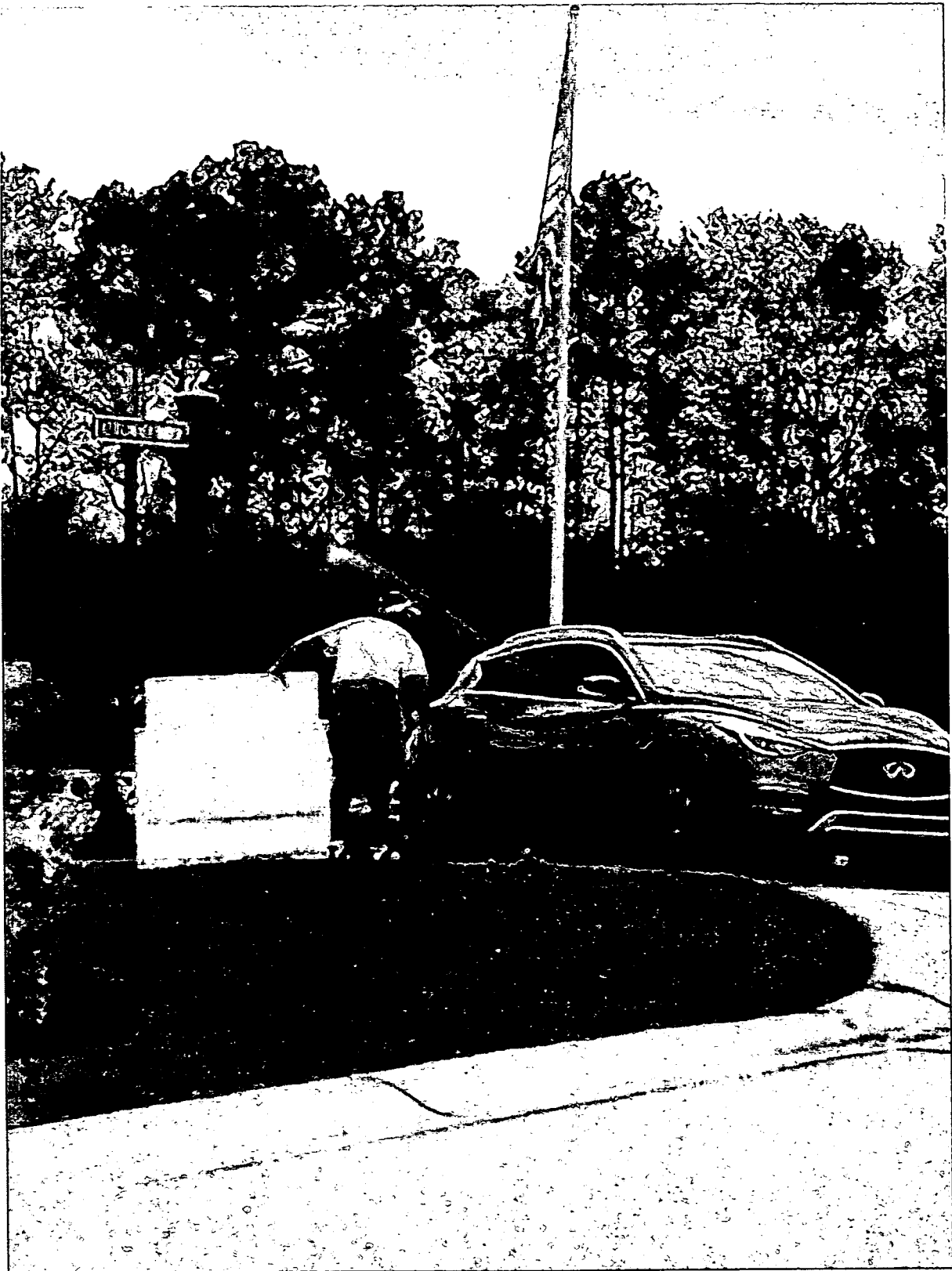
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CLERK OF COURT
JASPER COUNTY, SC
BY: M BOSTICK
DATE: 5-25-78



Certificate of Counsel

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

July 26, 2018

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Laura W.H. Teer
Bradford Neal Martin & Associates, P.A.
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Greenville, SC 29603
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Attorneys for Appellant

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AUG 02 2018
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM JASPER COUNTY
Court of Common Pleas

The Honorable Carmen T. Mullen, Circuit Court Judge

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

RECEIVED
JUL 13 2018
SC Court of Appeals

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

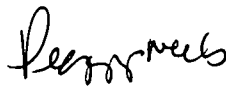
v.

Greg S. Hackney Respondent

PROOF OF SERVICE

I, Peggy McComb, legal assistant to attorney for Appellant, certify that I have served a copy of the Record on Appeal by depositing a copy in the U.S. Mail, sufficient first class postage prepaid, on July 11, 2018, addressed to Greg S. Hackney, 30 Old Vermont Place, Sandy Springs, GA 30328.

July 11, 2018



Legal Assistant to
Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
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6

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM JASPER COUNTY
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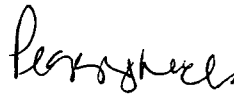
v.

Greg S. Hackney Respondent

PROOF OF SERVICE

I, Peggy McComb, Legal Assistant to attorney for Appellant, certify that I have served a copy of Appellant's Final Brief, Appellant's Final Reply Brief, and copy of the Record on Appeal by depositing a copy in the U.S. Mail, sufficient first class postage prepaid, on July 31, 2018, addressed to Greg S. Hackney, 30 Old Vermont Place, Sandy Springs, GA 30328.

July 31, 2018



Legal Assistant to
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