

**THE STATE OF SOUTH CAROLINA**

**ORIGINAL**

**In The Court Of Appeals**

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

**RECEIVED**

**JUL 24 2014**

**SC Court of Appeals**

\_\_\_\_\_  
Appellate Case No: 2012-212896  
\_\_\_\_\_

Charles Taylor,

Appellant,

v.

Thomas Davis and  
State Farm Mutual Automobile Insurance Company, Respondents,

\_\_\_\_\_  
FINAL REPLY BRIEF OF APPELLANT  
\_\_\_\_\_

Charles Taylor  
Post Office Box 3652  
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(803) 883-7005  
For the Appellant/Pro-Se

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**STATEMENT of ISSUES on APPEAL**

Once a notice of appeal was filed 6/8/11(R.p.65) did the lower court have jurisdiction-  
authority (SCACR 205-221-242) &/or erred to rule to Respondent State Farm the  
relief in (appellant's final brief p.5 B1-b6)  
or **any** relief in a closed 6/27/11 Appeals Court Case (R.p.2-5)  
that wasn't appeal from by Respondent State Farm until  
almost 1 year late from 6/27/11 to 5/7/12 **(R.p.2-5 to p.6 1<sup>st</sup> para. L.3 May 7, 2012)?**

**STATEMENT of THE CASE**

Same statement of the case as in appellant's final brief  
Same statement of the case as in respondent Thomas Davis' final brief

**RELEVANT FACTS**

Same relevant facts as in appellant's final brief  
Same relevant facts as in respondent Thomas Davis' final brief

**REPLY-ARGUMENT**

(Discussion, Citation, Authority)

**(1). As to Respondent Thomas Davis' Final brief, Appellant adopts by reference ALL  
of same pursuant to SCACR 208 (b)(6); and incorporates  
same herein as part Appellant's rebuttal-reply to Respondent State Farm's Brief;**

2. That notwithstanding anything else--Appellant **reply** to State Farm's brief--argues herein #2 that:

Appellant's main & central position is a simple & clear one; here stated again; that the bottom line is: that whatever relief respondent State Farm wanted from the subject \$1,735,000.00 final judgment it caused (Rp.74-75) ending case in the S.C. Court of Appeals on 6/27/11 see (R. p.2-5); that such relief wanted, being that in appellant's final brief, (p.5 B-1 thru b-6), should have been more timely sought procedurally, via SCACR 221 (15 days to file for a rehearing in the same Appeals Court from 6/27/11 (R.p.2-5); and/ or SCACR 242 (30 days to file for writ of certiorari to S.C Supreme Court); but--instead--State Farm--their attorney---they forgot---or for whatever reason, they waited from 6/27/11 until a motion hearing date May 7, 12 (R.p.41-42 & R.p.6 L.3) (almost 1 year late); untimely indeed regardless their reason!!; to Appeal for such relief & then back to the original lower court; All of which relief--except--final judgment entry (R.p.41 & R.p.6 L.2-3 & R. p.10 L.4-5); violated--1<sup>st</sup> SCACR 205; 2<sup>nd</sup> SCACR 221; 3<sup>rd</sup> SCACR 242; & 4<sup>th</sup> the latter 2 permanently barred State Farm from any relief from any court due to the above filing deadlines missed; thus appellant argues--the lower court did err &/or without jurisdiction--grant such relief (per Appellant's final brief p.5 B-1 thru b-6) and Appellant appeals to this court for its reversal;

3. But apart from the above; Appellant can't resist the temptations to reply to a few other false claims in Respondent State Farm's brief"; (1).State Farm falsely alleges in its brief p.1 L.13-16; "that after defense counsel withdrew from the case & while there was no counsel of record for Davis--Appellant then sought and then was awarded an uncontested judgment against Davis for \$1,500,000.00 on June 19, 2009 based upon a Rule 68 SCRCR Offer of Judgment, which had been accepted by Davis"; Appellant replies; simply see (R.p.13 last para. & R.p.76) they speak for themselves as to the truth of the subject matter; although it's irrelevant per para. #2 above;

4.State Farm alleges on its brief p.1 at bottom essentially that the subject covenant (R.p.71-73) was not approved by Respondent Davis or his counsel; **Appellant replies;** but that Respondent Davis disagrees, see his brief page 3-third paragraph L.3-6 & the last paragraph on same page three & otherwise (R.p.76 & R.p.13 last para.);

5.State Farm alleges on its brief page 2 in the very last line, that Appellant; “ require State Farm to pay the higher judgment”; **Appellant replies;** simply see, (R.p.74 & 75), which speak for themselves as to the falsity of this State Farm claim;

6.State Farm alleges on its brief page 3 second para. that; “The crux of Appellant argument is that State Farm as UIM carrier is obligated & bound by a private agreement to which State Farm was never a party” **Appellant replies;** simply see (R.p.68 3<sup>rd</sup> para. & R.p.87 on right L.5 thru #1 & R.p.74-75 & R.p.2-5); which speak for themselves as to the falsity of this State Farm claim that it essentially have no contract w/ appellant & therefore State Farm can’t be bound in anyway; see (R.p.68 3<sup>rd</sup> para.) again;

7.State Farm alleges on same brief page in same para. lines 5-6; that State Farm-its attorney; “never purported to represent him (Respondent Davis) in anyway in this action”; **Appellant replies;** simply see (R.p.11 top & bottom right; & R.p.21 bottom right; & R.p.43 below appearances; & R.p.44 L.4-5); as to the falsity of this State Farm-attorney claim in this item #7;

8.State Farm alleges in same that its attorney only defended this case pursuant to 38-77-160; **Appellant replies;** that-what they didn’t say per that section is that the parties were free to settle at anytime without needing their consent (R.p.84 & 90 L.1); furthermore-if State Farm can’t be bound in anyway as they alleges, then what does the contract (R.p.68 3<sup>rd</sup> para.) means; & if their answer is--it means nothing---then what are State Farm-attorney doing in this case for about

6 years now?; and if State Farm--attorney was not originally on Respondent Davis' side and not on its under insured-Appellant Taylor side; whose side were they on-from the beginning?

9.State Farm failed to mentioned that they were gambling to bind the other Respondent Davis per the (R.p.74-75);

10.State Farm alleges on its brief page 4 2<sup>nd</sup> paragraph that; "At no time before or after Appellant filed this action was they privy to or involved in any discussions or settlement negotiations between the parties; **Appellant replies;** simply that is not true--see—State Farm brief p.2 1<sup>st</sup> para. L.3-4 and quote State Farm-Attorney; "the case remain unresolved"; **Appellant now wants the owing & due remainder--per (R.p.2-5 & R.p.10 L.4-5 & R.p.87 on right L.5 thru #1);**

11.That as to same brief page 4, 2<sup>nd</sup> para. lines 3-7; as to Respondent Davis' actions, he can explain that best, but in the interim, the record is quite clear as to his predicament as to what choices was available to him upon appeal, before he capped his potential liability (R.p.74-75 & R.p.2-5); which given the lifetime damages (R.p.4 #2) he knows he was smart to do; or he could have otherwise done what State Farm wanted him to do; let them gamble (R.p.74-75) in his name to the end & see if they could be lucky (R.p.70) & if they couldn't, then only Respondent Davis would suffer the consequences & thus in either case, they--State Farm--would risk loosing nothing;

12.State Farm on its brief page 4 last paragraph, alleges once again, that it can't be bound in anyway is the gist of that paragraph; **Appellant replies;** They would be correct if they didn't take for years Appellant's premiums & if they honored the contract (R.p.68 3<sup>rd</sup> para. & R.p.87 right L.5 thru #1 & R.p.10 L.4-5 & R.p.2-5);

13.State Farm says on its brief page 5 first paragraph, essentially that--nowhere in the agreement (R.p.2-4) is State Farm mentioned; **Appellant replies**; that's because of State Farm claiming falsely that they couldn't be a named party (R.p.69) respondent until this court added them as such; (see present case captioned) & (R.p.11 without the judgment \$1,735,000.00 amount);

14.State Farm alleges on its brief page 4 last para. L.4 at the end; essentially says; the initial jury verdict (R.p.21& R.p.70) & not a final judgment after appeal (R.p.2-5) entered by the court (R.p.10 L.4-5) determines what obligations State Farm owe Appellant; **Appellant replies**; that he believes the latter is controlling & asked on numerous occasions for a copy of his contract policy so he can be shown where what State Farm alleges is true, before the May 7, 12 hearing (R.p.6 L.3 & R.p.41-42); but to no avail; the contract evidently does not say as State Farm alleges (R.p.87 right L.5 thru #1);

15.State farm on its brief page 5 middle para., speaks of its statutory right to defend but make no mention of such corresponding right to be bound by the ultimately final judgment entered (R.p.10 L.4-5) in the case; State Farm likes & wants the former but not the latter; see (R.p.87 right L.5 thru #1);

16.Again--para.3-16 & whatever else's in State Farm's brief is irrelevant per paragraph 2 above.

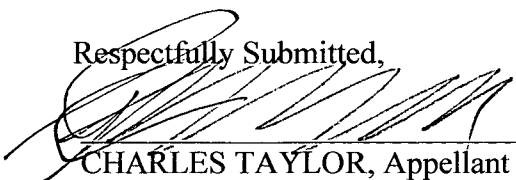
### **CONCLUSIONS**

Same conclusion-relief, + back interest & costs, as requested in Appellant's **Final** Brief p.7

Same conclusion-relief, + back interest & costs, requested in Respondent Davis' **Final** Brief p.8

July 23, 2014

Respectfully Submitted,

  
CHARLES TAYLOR, Appellant  
Post Office Box 3652  
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**P.5**

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

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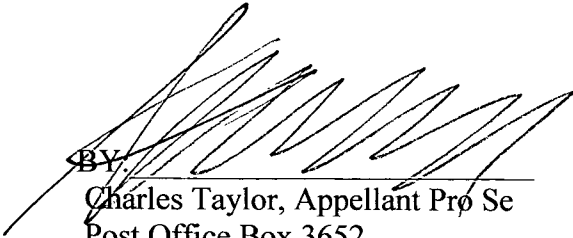
v.

Thomas Davis and  
State Farm Mutual Automobile Insurance Company, Respondents,

\_\_\_\_\_  
CERTIFICATE OF COUNSEL  
\_\_\_\_\_

The undersigned hereby certifies that the; **Final Reply Brief of Appellant;** complies with rule 211(b).

July 23, 2014

  
BY: \_\_\_\_\_  
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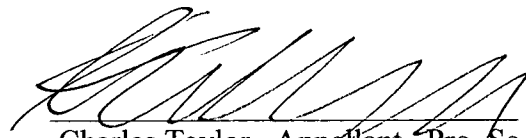
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**PROOF OF *SERVING & FILING* of FINAL BRIEF OF APPELLANT**

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Appellant hereby certifies that copies of his; **Final Reply Brief of Appellant**; following this Court's 6/9/14 Order; was served as addressed below upon Respondent Thomas Davis & Respondent State Farm Mutual Automobile Insurance Company to its counsel below, on the date shown below; with 1 original + 14 copies **FILED** to this Court by depositing same in the U.S. Mail, from Sumter, SC. on the same date below, w/1<sup>st</sup> class duly affixed postage & a return address clearly indicated thereon.

Date: July 23, 2014



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