

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM JASPER COUNTY COURT
COURT OF COMMON PLEAS

Carmen T. Mullin, Circuit Court Judge

Case Number 2017-CP-0386

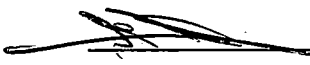
Greg Hackney.....Appellant

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

TRANSCRIPT

I was expecting the Transcript in the mail but upon checking my email on June 26th, 2019 confirming it had been mailed I was notified by email on June 23rd, 2019 the transcript was attached. I have enclosed a copy of the Transcript and per direction notification date received = June 26, 2019.

Greg Hackney

 June 27th, 2019

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

Case No.: 2017CP270386

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

Plaintiff(s),

vs. Transcript of Record
Greg S. Hackney,

Defendant(s).

October 31, 2018

Ridgeland, South Carolina

BEFORE:

The Honorable Carmen Mullen

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APPEARANCES

REPRESENTING PLAINTIFF(S):
Bradford N. Martin, Esquire
PO Box 10410
Greenville, SC 29603

REPRESENTING DEFENDANT:
Greg S. Hackney, Pro Se

PROCEEDINGS

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THE COURT: Mr. Martin, this is your motion.

MR. MARTIN: May it please the Court. I am here on a Motion for Partial Summary Judgment on liability. The only real issue that needs to be decided after that would be damages, which would be a separate hearing. So the purpose of this motion is to obtain a partial summary judgment based on liability.

We have, as you know, and you probably remember the facts of this case, it is one of those memorable cases. This is a situation where my client has been in business for 15 years, has given over a half a million dollars in charity to this community, and has been a great corporate citizen; has spent a lot of time building up their reputation.

Mr. Hackney shows up, and these facts are not disputed, and now, in the record, they're not disputed, and I think that's why summary judgment is appropriate.

He shows up, he apparently had a Hyundai Sonata that was given to him by his brother-in-law. He had some kind of accident, hit a pothole or something. Brought the car in -- did not buy it from us, had no relationship with us -- did not want to pay for anything, but wanted his insurance carrier, his own insurance carrier, GEICO, to pay for it.

1 THE COURT: When he hit a pothole, did it cause
2 mechanical issues?

3 MR. MARTIN: Mechanical and body. Body repair.
4 So we had to do mechanic work, we had to do body work.
5 And it turned out, when he came in he had an engine
6 recall that he had never fixed. And Hyundai says, "If
7 they fail the engine recall test, you shall replace
8 it."

9 So the manufacturer says, "You shall replace it."
10 We tell them, hey, you've got this engine recall, you
11 failed, it hasn't been fixed. Do you want us to
12 replace it? The manufacturer says it's dangerous if
13 you drive without it. He said, "Go ahead." Signed the
14 document. So we replaced the engine, brand new engine.
15 We did the mechanical repair, we did the body work.

16 Now, GEICO comes and they actually inspect the
17 car, and they tell us what they are willing to pay,
18 what they consider is a preexisting damage, what they
19 consider is damage caused by the event.

20 We did exactly what GEICO told us to do. We
21 didn't do anything that GEICO did not tell us to do.
22 We are in the business of doing work. We make money,
23 we make profit, we would love to do everything on a
24 car. But if the customer says I'm not going to pay,
25 it's only what the insurance company will do. We only

1 do what the insurance company would do.

2 THE COURT: Okay.

3 MR. MARTIN: We finished all the work, both in the
4 mechanical and the body work on, like, July 27th. A
5 month later, because Mr. Hackney had a rental car from
6 Hertz, which apparently was far nicer than the car that
7 was being worked on, a month later he comes back. So
8 the car sat for a month.

9 When he comes back, he refuses to turn in the
10 rental car. We said, Look, in order for you to get
11 your car, you need to give us the rental car back so
12 Hertz can have their car.

13 THE COURT: Let me ask you just for a second: Why
14 is that any of Hyundai's problem? As far as is -- this
15 is a rental car for GEICO? I mean, don't they take
16 care of that?

17 MR. MARTIN: No. What happens is GEICO goes
18 through us, and when the work is done, Hertz says,
19 look, we -- in fact, the GEICO, apparently it was way
20 over time, so they hadn't approved it.

21 But the problem was, when they get the car at our
22 location, we agree to make sure that the rental car is
23 returned at the same time. It's just practical.

24 THE COURT: Okay. I mean, you obviously drop off
25 one car so you can drive the one off the lot.

1 MR. MARTIN: Right. Right.

2 And he couldn't drive two cars off the lot in the
3 first place.

4 So we said, "I'm sorry, sir, that's just standard
5 operating procedure."

6 He calls the police. The police come within ten
7 minutes and say, "Mr. Hackney, you have to turn the
8 keys over to Hertz, and you can take your car," which
9 he did.

10 The second problem was -- so the first problem
11 was, is we didn't do all the things that he wanted done
12 because GEICO wouldn't cover it. And these are
13 undisputed facts.

14 Number two, the problem was, the Hertz rental car
15 that the police required -- and we didn't require that,
16 the police did. The police said --

17 THE COURT: And who called the police?

18 MR. MARTIN: Mr. Hackney.

19 THE COURT: Okay.

20 MR. MARTIN: Okay. Mr. Hackney called the police.
21 I mean, thousands of people have body work done and
22 then you give your rental car back. But for the first
23 time ever, this became an issue here involving the
24 local police, who instructed him and required him to
25 return the keys.

1 THE COURT: Okay.

2 MR. MARTIN: Okay.

3 The third thing was, is Mr. Hackney had a
4 thousand-dollar deductible. He had a check that had
5 been in his pocket and was all crinkled up. There's
6 something called Telecheck. And our company, we have
7 12 dealerships, we have a contract with Telecheck, and
8 you have to put it through the Telecheck machine, and
9 if it clicks "yes," they will accept it.

10 Because what happens is, if the check bounces,
11 Telecheck backs it up. So you have to put it through
12 their machine and get them to okay it.

13 The check was so damaged it wouldn't work. It
14 wouldn't go through the machine, and Mr. Hackney admits
15 that. He admits that. So we said, "Mr. Hackney, I'm
16 sorry, this check won't work. Do you have anything
17 else?"

18 He said, Well, I'll use my sister's credit card,
19 which he got the next morning. So he comes back the
20 next morning, uses his credit card -- her credit card
21 for the thousand dollars, and everything is fine.

22 THE COURT: Okay.

23 MR. MARTIN: The next thing we have is, he's out
24 front with a big sign that says, "Unprofessional.
25 Unethical. Harassment. Intimidation."

1 Okay? Then one of our managers, John Lyons says,
2 Let's talk. What's the problem? Let's try to work
3 this out. You've got a problem, let's solve it. If we
4 hurt your feelings any, we're glad to do it. Instead
5 of solving it, Mr. Hackney threatens to kill Mr. Lyons,
6 and we have witnesses. And there's Request to Admit
7 that he did not answer, that says, yes, he threatened
8 the life of Mr. Lyons.

9 The second thing he did was, is he demanded money.
10 He said, I want -- he said, "Call your lawyers, they'll
11 know the number, because I want you to have a gut
12 punch. I want it to hurt." And you don't know who
13 you're dealing with, I want this money and I'll go
14 away. Right from the start. Okay?

15 Obviously it didn't settle. He shows up with a
16 second sign that says, "Untrustworthy. Lies, lies.
17 Liars. Unethical."

18 And then he switches to another sign that says,
19 "Lies, liars, bait and switch."

20 This goes on day after day after day, week after
21 week after week, month after month after month. Over a
22 year. This just goes on for a year. Every day.

23 Now, we brought an action saying this is slander.
24 This is libel. We have a private right to an economic
25 interest in our reputation, and I have submitted all

1 the cases to you that clearly say that you have no
2 right under the United States Supreme Court opinions to
3 tell a lie over and over and over again. That is the
4 key.

5 The Supreme Court of the United States cases says
6 the repetition is critical. We have had repetition
7 like you can't believe. We have become the laughing
8 stock of the entire county.

9 We have become the place that people call in and
10 say, Well, we were going to buy a car from you, but now
11 we are not. If you guys are liars, liars, and
12 unethical, and you bait and switch, we're just not
13 going to deal with you. It's cost us significantly,
14 month after month in our sales, and the damages hearing
15 will show how much our profits have dropped.

16 The reason we are here today is, is because, as a
17 matter of law, there is nothing that we did that was a
18 lie. There was nothing that we did that was fraud.
19 There was nothing that we did that was bait and switch.

20 Now, bait and switch is a situation where, if I
21 want you to buy a car, and I got a 20,000-dollar
22 Mustang sitting in front of my dealership, and you come
23 in there and I want to sell you a 40,000-dollar
24 Mustang, and I switch you to that, that's what bait and
25 switch is.

1 This gentleman never bought anything from us to
2 allow us to bait and switch. And I've got a CFR
3 reference for the definition of bait and switch that's
4 in my memo, which I would like to incorporate into this
5 argument. All the cases and the arguments I want to
6 incorporate.

7 So how in the world can he accuse us of bait and
8 switch when he didn't even come buy a car to get
9 switched to another car? But his intent from the start
10 was, I want to ruin your business, I want to cost you
11 money. And, in fact, he threatened, as I said, to kill
12 John Lyons.

13 THE COURT: Just so I understand, in this case has
14 he counter claimed? Has he counter claimed?

15 MR. MARTIN: Yes, he has.

16 THE COURT: Against you obviously, but who else?
17 Has he also filed any other claims against anyone else?

18 MR. MARTIN: Nope. Just against the dealership.

19 THE COURT: So he hasn't counter claimed against
20 GEICO, nothing along those lines?

21 MR. MARTIN: No. No. No. Only us. And I'm
22 going to get to the counter claim, because I'm asking
23 for summary judgment on the counter claims, too, and
24 I'll get to that in a minute.

25 So we talked about the repairs to the Sonata, we

1 talked about the Telecheck machine, we talked about the
2 rental car, and we talked about his activities after he
3 began protesting.

4 The constitutional argument is clear.

5 It says: "An injunction that is narrowly
6 tailored, based on a continuing course of repetitive
7 speech, can be granted after a final adjudication on
8 the merits, that the speech is unprotected and does not
9 constitute an unlawful prior restraint."

10 That is the Auburn Police Union case, Your Honor.

11 So we think calling us a liar, saying we do bait
12 and switch, when he never even bought anything from us,
13 saying we are unethical, saying we're fraudulent, that
14 is as slanderous as you can get.

15 We've got in evidence affidavits of customers who
16 called in and said, we're not going to buy from you any
17 more. So the fact that the damages occurred and that
18 liable and slander, as a matter of law, has occurred is
19 true. The fact that it has repeated time and time
20 again is true.

21 So we think, as a matter of law on our case, for
22 liable and slander, that we are entitled to summary
23 judgment.

24 He has had a chance to answer interrogatories.
25 He's had a chance to answer Requests to Produce, and

1 there's been nothing that has been produced or answered
2 that in any way puts those facts in question.

3 THE COURT: Okay. And did he answer your Request
4 to Admit?

5 MR. MARTIN: He did, three months late.

6 THE COURT: Okay.

7 MR. MARTIN: Now, and that's the second motion.
8 That is his motion, and if you want to talk about that
9 now, I can.

10 THE COURT: No. No.

11 MR. MARTIN: But we can get to that.

12 But he did three months late, but a lot -- I think
13 there were 17 of them, and I think, like, 11 or 12 he
14 admitted, but we think all 17 should be admitted. But
15 they are not necessary for the purpose of our summary
16 judgment, in my opinion. Okay?

17 Now, let's talk about his causes of action. His
18 first cause of action is for conversion. And by the
19 way, he's had a lot of help from a lot of lawyers
20 through this whole thing. Even though he's pro se, the
21 fact that he confers with lawyers has been evident. He
22 even put that in his answers to interrogatories that
23 he's conferred with lawyers and filed motions based on
24 conversations with lawyers.

25 Remember, we had a Motion to Stay that we were

1 here a couple months ago, and he said his lawyers told
2 him to do that.

3 So this is not exactly a pro se case because there
4 are lawyers behind the background helping this
5 gentleman.

6 Now, first of all, conversion. The only claim for
7 conversion is, is that when he showed up a month late
8 for his Sonata, and got the Hertz car at our
9 dealership, he had to wait ten or 15 minutes until the
10 police came and told him to give the Hertz back when he
11 got his Sonata. So there's no conversion here.

12 We did not use it for our use, we did not drive
13 it, we did not take any advantage of it. We simply
14 waited until the police came. The police said, for
15 heaven's sakes, give the darn car back. And he did,
16 and he went off.

17 So there is no fact to support a counter claim for
18 conversion.

19 Deceptive service tactics. The first one he says
20 is, "In order to maintain a cause of action under the
21 South Carolina UTP, you must show, one, that the
22 Defendant engaged in an unfair or deceptive act in the
23 conduct or trade of commerce."

24 Two, "The unfair or deceptive act affected the
25 public interest."

1 And three, "That the Plaintiff suffered monetary
2 or property loss as a result of the Defendant's unfair
3 or deceptive practice."

4 We think, as a matter of law, there is no evidence
5 to meet any of those particular requirements.

6 The first thing is is he claims that, in his
7 statement, that it was unsafe to drive the Sonata, was
8 an unfair service practice. Well, we represent
9 Hyundai. Hyundai sends out a document for a recall,
10 and they say it's unsafe to drive this car with this
11 problem. If you have a motor that fails, replace it.

12 So it is not a deceptive service tactic for us to
13 do exactly what our manufacturer requires.
14 Manufacturer said, We'll pay for it free. He got a
15 brand new engine for free. So how in the world could
16 it be deceptive or unfair if we say, Look, Hyundai says
17 your engine's bad, it needs to be replaced, and they'll
18 do it for free, and he says okay?

19 How can that be an unfair service practice. Okay?

20 The second thing he says is, "Disclosing the
21 manufacturer's safety and recall information to a
22 customer is somehow unfair or deceptive."

23 I mean, how could that be unfair or deceptive?

24 Okay?

25 THE COURT: Say that again, disclosing a recall

1 information to a client --

2 MR. MARTIN: Yeah. Disclosing the manufacturer's
3 safety and recall information to a customer cannot be
4 deceptive. Okay. Why would that be deceptive?

5 THE COURT: I would think failing to could be.

6 MR. MARTIN: I would think so, too. But here we
7 are, you know. I'm just waiting for Alice to come in
8 from Wonderland. I think she'll be here in about 20
9 minutes.

10 I hope you take that in the jest it was meant,
11 Your Honor.

12 The next thing is, he also claims that the failure
13 of the dealership's Telecheck machine to read the check
14 was a deceptive service payment tactic.

15 Again, I can't tell you how many of my clients,
16 and I represent dealers throughout the state of South
17 Carolina, who use this Telecheck, which is very
18 reputable, very sensible because you don't want to have
19 to fool with bad check law, and you don't want to have
20 to go sue people for bad checks. So you just sign a
21 contract with Telecheck, and if they got a machine and
22 someone crumples up their check because it's been in
23 their back pocket and it doesn't work, how can that be
24 a deceptive practice? You see my point?

25 THE COURT: I understand.

1 MR. MARTIN: So I think, as a matter of law, the
2 deceptive service tactics go out, as does the
3 conversion.

4 Now, violation of constitutional civil rights is
5 his next cause of action, and there is no evidence that
6 Defendant's constitutional rights have been violated.

7 Defendant does not have a constitutional right to
8 publish defamatory statements. We have already gone
9 through that law. Okay?

10 So if he's publishing defamatory statements, how
11 can we possibly be denying him his constitutional right
12 to slander us?

13 Defendant seems to confuse constitutional right to
14 some imagined right not to have his feelings hurt.
15 He's complained that people are yelling at him and
16 doing not nice things when he's, of course, out there
17 every day trying to make sure the people that work
18 there don't make a living.

19 So if somebody goes by and is unhappy with him and
20 says something negative to him, that's not a denial of
21 a constitutional right. It might hurt his feelings,
22 but it has nothing to do with his constitutional
23 rights.

24 He also claims that some unknown person stole his
25 car keys or opened his car windows and doors, which are

1 totally unrelated to any constitutional claim. He has
2 no evidence of it. He reported all these things to the
3 police. There's been no arrests made, it's been months
4 and months ago, and there is no connection. He's not
5 been able to come up with any evidence of that.

6 But there is, again, I cited a Cousins versus
7 Higgins case, Your Honor. And it comes from a district
8 court in Maine.

9 By the way, I have copies of cases if you would
10 like any of them. I got a whole bunch of them. If you
11 want one, I'll be happy to give it to you or your law
12 clerk.

13 But the Cousins case, apparently there was this
14 guy that ran this restaurant in this harbor in Maine,
15 and there was bad blood between the voluntary fire
16 department and him. And there turned out to be a fire
17 in the -- they lived apparently above their restaurant,
18 there was a fire in the house. He claims that the fire
19 department didn't put it out because they didn't like
20 him. Okay?

21 So they put a big sign in front that said
22 something bad about the fire department, and apparently
23 one of the firefighters came and stole the sign. Okay.

24 So they got sued by the owner of the restaurant
25 for denying their constitutional right to free speech,

1 and the district court in Maine made a finding that
2 freedom of speech, by stealing a sign the Plaintiffs
3 erected in front of their burned building after a fire,
4 where the firefighters were not acting under cover of
5 law was not actionable. And the Court dismissed it as
6 a matter of law.

7 So there is no evidence that we stole the signs.
8 And, of course, he was out there for over a year, and
9 he simply had other signs. So what I'm saying is, even
10 if we stole one sign, even if he could connect it up,
11 which he couldn't, he reported it to the police and
12 we've got the police reports in the record, and the
13 police said we have no evidence of who did it. We
14 can't arrest anybody, we don't know who did it.

15 And you know how busy 278 is. I mean, for
16 heaven's sake.

17 THE COURT: How do you steal a sign? Because I
18 thought Mr. Hackney was out there with the sign. Am I
19 not correct?

20 MR. MARTIN: Well, I don't know how it happened,
21 but that's what he says. That's what he says.

22 THE COURT: Okay.

23 MR. MARTIN: Maybe he was on a bathroom break, I
24 don't know. Maybe he was having lunch, I don't know.
25 All I know is no one, and we have affidavits, no one at

1 my company was ever instructed to harass him or to do
2 anything that would connect the company to any kind of
3 activity like that. They were instructed to leave this
4 guy alone, and that's what they did.

5 So even if one of our employees, even he could
6 prove it, did this, it would not be to further the
7 purpose of our business. It wouldn't be our
8 responsibility. So we think that the violation of
9 constitutional rights cause of action comes out.

10 The next cause of -- and, again, reading his
11 complaint, and I think it's about 190 pages, it takes
12 some effort to try to figure out what was in there.
13 But the other one, I think, he was suing for standard
14 business guidelines and practices not followed.

15 Now, Mr. Hackney contends that he is an expert on
16 business practices, and that's something that he's good
17 at, and he's claiming that our business practices were
18 inappropriate. But he's failed to identify any
19 standard business guidelines or practices that the
20 dealership has the duty to follow.

21 What he's identified himself as an authority and
22 what could constitute business practices, but he's not
23 told us how we've got an actionable, something that you
24 could sue over. What did we do?

25 You got a busted up car, Mr. Hackney. You're

1 going to need some body work, you're going to need some
2 repair work. Your insurance company needs to figure
3 out what they are going to cover, what they're not
4 going to cover. You are going to need a rental car,
5 and when it's finished you're going to have to return
6 the rental car. Where in the world in all of that is
7 there a bad business practice? I mean, it's just not
8 there.

9 So we think that this is a case for summary
10 judgment, not only on our cause of action, but also on
11 the Defendant's counter claims. And I was just handed
12 190-page volume, just like you were. If this is what
13 we are going to get, can you imagine how much time and
14 energy this court system is going to be weighted down
15 by this thing.

16 Here we have a very simple factual scenario that
17 is undisputed. It is time for this gentleman to quit
18 using the court system as a hammer to punish my client.
19 And we are asking the Court to bring an end to this
20 nonsense, and let's move on to bigger and better
21 things.

22 I have practiced law for a long time. I have
23 represented a lot of clients, and I love what I do.
24 But honestly, I have never ever run into a situation
25 like this before. And while, yes, we have some unusual

1 issues dealing with the first amendment, I think I have
2 thoroughly shown where there is the repetitive action
3 that the United States Supreme Court said, telling a
4 falsity, that is not a free exchange of ideas. And if
5 it's repetitive, the Court, all the way from Felix
6 Frankfort, which was the first biography I read when I
7 was in high school about Felix Frankfort, he wrote the
8 opinion that said, "A false statement is not protected
9 speech."

10 I think we have shown as a matter of law that
11 these statements are false. We are not liars, we are
12 not liars, we are not unethical, we don't bait and
13 switch. How this gentleman can even put that in here,
14 I don't know. But it was his intention to hurt us. He
15 said he was going to do it, and by golly, a year later,
16 he's still doing it.

17 The only other thing I forgot to mention is, is
18 that after the day that he threatened John Lyons, to
19 kill him, our security officer was worried that he
20 might go and do something rash. So he left our
21 dealership, and Mr. Hackney drove to the Wal-Mart. Our
22 guy followed him to the Wal-Mart, parked his car and
23 observed. Because how many times -- I mean, we just
24 had Pittsburgh on Saturday, where people were killed in
25 a synagogue. There's crazy people doing crazy stuff

1 all the time. And our security officer wanted to make
2 sure he wasn't going back to get a gun and to do what
3 he promised he was going to do, and that was to kill
4 John Lyons. So he went and parked his car in the
5 parking lot and observed. And what happened?
6 Mr. Hackney came to him. And that's what the video
7 shows. We've had so much of the video.

8 THE COURT: Your security person followed him by
9 car to Wal-Mart. Did he go in the Wal-Mart with him?

10 MR. MARTIN: No.

11 THE COURT: He just sat in his car?

12 MR. MARTIN: He sat in his car, parked away from
13 Mr. Hackney, and waited to see what happened.
14 Mr. Hackney gets out of his car, and that's what the
15 video shows, goes over and threatens to wrap a six-iron
16 around the neck of our security officer. Okay? That
17 was it.

18 THE COURT: Okay.

19 MR. MARTIN: So is there anything wrong with a
20 security officer who hears this threat of death to go
21 and make sure that something bad is not going to happen
22 when the guy parks next door? Is there something wrong
23 with that? It makes perfect sense.

24 And we did not get out of the car, we did not go
25 into the Wal-Mart, we did not knock on Mr. Hackney's

1 door. Instead, Mr. Hackney got out of his car and came
2 in and threatened to wrap a six-iron around the
3 security officer's neck. So that was two threats in
4 the same day.

5 We didn't know who we were dealing with. We
6 hadn't seen him in months. He is from Atlanta, we had
7 no relationship with this man whatsoever. So I had
8 left that out, and I apologize. But the bottom line
9 is, we have a case in which he has intentionally ruined
10 our reputation. The case law says, with a permanent
11 injunction, if it's repetitive, you can shut down a
12 property right that's being damaged, and the cases say
13 that a property right is your economic reputation if
14 you're in business.

15 It has really made a difference in this community
16 for our client, and it's ready now to stop. Okay?

17 THE COURT: Off the record.

18 (Pause in the proceeding for another case to be
19 heard.)

20 THE COURT: Come forward, Mr. Hackney. Thank you.

21 I appreciate you letting me take them. I did have
22 them scheduled at 10:30, and I don't like to keep kids
23 out of school.

24 So Mr. Martin, anything else you need to put on
25 the record?

1 MR. MARTIN: I don't think so. I don't think,
2 other than I got 190-page notebook for the hearing that
3 I have not read. That's the only other thing.

4 THE COURT: I haven't either. So we'll both need
5 a little time to do that.

6 All right. Mr. Hackney, why don't you go ahead
7 and respond to his Partial Summary Judgment Motion.

8 MR. HACKNEY: You know, one of the reasons I'm
9 representing myself is I'm in the events. I'm there
10 when everything is happening, so I don't hold it
11 against him or John Lyons for some of the information,
12 but I'm going to go and correct some things because I'm
13 there. I'm going to go backwards first and then go to
14 the very beginning.

15 Here is the Wal-Mart video. That is a mistake --
16 misstatement. I was protesting probably 21 days, and
17 their truck mirrors me, it's on their side all day, ten
18 hours a day, which is fine. I parked in Wal-Mart. I
19 walked over to Wal-Mart, and the truck followed me and,
20 again, they followed me at other places, but I never
21 could get --

22 THE COURT: Did you walk over to Wal-Mart?

23 MR. HACKNEY: Yeah, right. I walked where I
24 parked.

25 THE COURT: It's kind of far.

1 MR. HACKNEY: It's a big -- yes. So I didn't want
2 to park, you know, after this event, the state trooper
3 said I could park there because I was scared to go back
4 to my car.

5 So they mirror me all day and park, which is fine.
6 Wherever I go, they go for ten hours, which is fine.
7 So --

8 THE COURT: Who is "they"?

9 MR. HACKNEY: Their security people. Literally.
10 I go over here, I go over here, I've been thrown out of
11 here, doesn't matter. That's fine. It's their
12 property.

13 So I had a meeting with John on the 13th and a
14 follow-up meeting on the 15th.

15 THE COURT: Who? John Lyons?

16 MR. HACKNEY: Yes, sir. Yes, ma'am.

17 THE COURT: Thank you.

18 MR. HACKNEY: And I said, Look, you know, you guys
19 are -- by then I'd had my car keys stolen, two signs
20 stolen. They cursed me, they drive their golf carts
21 up. I said just --

22 THE COURT: Who is "they"? Who are you talking
23 about?

24 MR. HACKNEY: Their employees, their salesmen and
25 their -- and the general manager. And so I said, Can

1 you just leave me alone. You know, we disagree, that's
2 fine. You sue me, I'll see you in court. No problem.

3 Well, on the 20th, their security vehicles
4 followed me all day. It was around 6:30, so he
5 followed me, and where he goes, as I walk across, he's
6 just sitting there. I saw him cross, and he came to
7 Wal-Mart, and he went right in front of me and turned
8 around.

9 Now, I've seen him follow me up to the gas
10 station, different things like that, but I never could
11 get him on video. Well, he parked in front of the
12 video.

13 So I waited about five minutes, he just stares,
14 just pointing at me right there. And so I waited about
15 five minutes, as it was recording, and I walked over
16 and said, "Quit following me." I said, "I don't mind
17 you on your property, but you have no right to come
18 over here and try to harass me and intimidate me." And
19 next time I'm going to be offensive because, you know,
20 at that point, I was a little scared. I mean, when I
21 left town I got on 95 and got to the other side of the
22 state, the way they -- what they had done to me.

23 So I called the sheriff. So his point saying --

24 THE COURT: You called the sheriff. Which
25 sheriff?

1 MR. HACKNEY: Yeah. I called Jasper County to
2 come get the video.

3 THE COURT: So you called 911 or you called --

4 MR. HACKNEY: Yes -- no. The next morning, you
5 know -- I thought about it. Because John, we had a
6 good meeting on the 15th. We disagreed, but he agreed
7 to leave me alone. So I just didn't do anything. So
8 the morning, I went to the police station, asked for
9 Lieutenant Morris. I said, Look, go get this video. I
10 mean, they don't have any right to follow me. I'm a --
11 I mean that's insane.

12 And so he got the video, and he was surprised.
13 And he charged them on victim notification form,
14 harassment with assault and battery --

15 MR. MARTIN: Your Honor, excuse me one second. I
16 would object to any of the hearsay that's coming in.
17 There's no affidavit --

18 MR. HACKNEY: There's a police report.

19 MR. MARTIN: Would you please let me finish and --

20 THE COURT: Hold on a second, sir. He can object.

21 MR. MARTIN: It is total hearsay for him to say
22 what Officer Morris did.

23 MR. HACKNEY: Okay. Well --

24 MR. MARTIN: He's had the opportunity -- this
25 motion has been filed for months, he has no affidavits.

1 I would object to any hearsay of a statement out of
2 court offered to prove the truth of the matter, sir.

3 MR. HACKNEY: Well, there's proof.

4 THE COURT: I understand.

5 MR. HACKNEY: So anyway, I got the video and they
6 filled out a victim information form, harassment with
7 assault and battery and intimidate. And I went up
8 there for ten days to go see if they were going to file
9 charges that some sheriff came -- it's hearsay, but
10 somebody came out and said we're not going to do
11 anything.

12 So that's when I tried to get the video --

13 MR. MARTIN: That would be a continuing objection.

14 THE COURT: It's a running objection, obviously.
15 I'm not going to consider anything that's hearsay.

16 MR. MARTIN: Okay. Just in case we have the next
17 -- I just want to protect the record.

18 THE COURT: I understand.

19 MR. HACKNEY: But his -- to his point, it was --
20 they didn't follow me after I made the threat. Okay?
21 When the police got the video and said, do you want to
22 do anything, I told Joe Peacock, I said, You know what,
23 I'm going to be able to talk to John and just see if it
24 wasn't a very aggressive security person that, you
25 know, was on his -- acted alone. Because I just, five

1 days earlier on the 15th, this was the 20th, said I
2 just talked to John and everything, you know -- we
3 disagreed, but, you know, it is what it is. And all of
4 a sudden the security guy's following me around, you
5 know, to harass me. And I said, Let me go talk to John
6 and see, you know, maybe they -- you know, he didn't --
7 you know, it was a rogue security person acting on his
8 own.

9 Well, I went there and John said, "No, I ordered
10 it." And I went, I thought we just had a conversation
11 you wouldn't do that.

12 Now, so, when he said it was after a conversation
13 that he followed me, that's false.

14 And number two, I tried to -- I didn't want to do
15 anything about the video. Then I tried to get the
16 video and they wouldn't -- it didn't work, and then you
17 helped me get a copy of the video.

18 But, I mean, that's part of the unprofessional,
19 unethical harassment. I don't know the laws, but I've
20 been told by the laws, because some people stop by
21 their attorneys, I don't seek any attorney anybody.

22 But, I mean, I'm protesting, and they follow me
23 over all day, they follow me over, and then, you know,
24 and so it wasn't what he said. I went over there just
25 to say, you know, maybe -- when they, when John said he

1 ordered it, I filed the charges, and they did a victim
2 notification form. But nothing ever happened on it.
3 So I wanted to correct that statement. And there's a
4 copy of the video.

5 Going back to the very beginning, I did go through
6 a pothole, I brought it in. I don't have any issues
7 with GEICO. I have been with GEICO for over 20 years.
8 They said they did all the different things. The car
9 was there for 90 days, not one month, and I came back,
10 there was cobwebs, roaches, and there were seven items
11 not completed.

12 Now, they said GEICO wouldn't do anything. Well,
13 I met GEICO in the Wendy's parking lot, and he approved
14 seven items. And one of them was standard, it were
15 caused by the accident, for over \$2500.

16 And also GEICO covered my car rental. So when I
17 got upset, I said, You guys waited 90 days and seven
18 items and they blamed GEICO. I said, Well, how can a
19 layman -- I don't know anything about cars -- go to
20 Wendy's, and the guy goes, That's all related to your
21 damage and cut me a check. So I don't think they did
22 their job. And one of them is a standard part.

23 I ripped my muffler system off. And there's an
24 undergarment under your car that came off and ripped
25 the muffler system. But they put the muffler system

1 back on, but didn't put the mid-section undergarment.
2 And I called back, and they did a supplemental, but all
3 they did was put the undergarment over the radiator.
4 And I'm sitting there going, How do you not replace
5 that? And what bothered me is they're blaming GEICO,
6 and I'm like, well, okay, maybe GEICO approved it. So
7 that was the supplemental which actually started it.

8 THE COURT: Let me ask you a question,
9 Mr. Hackney.

10 MR. HACKNEY: Sure.

11 THE COURT: So GEICO cut you a check?

12 MR. HACKNEY: Yeah.

13 THE COURT: They didn't pay Hyundai direct?

14 MR. HACKNEY: The damages that they fixed, GEICO
15 paid. But my concern was, like, there's a lot of stuff
16 that's not done. There's a window that's cracked, a
17 front bumper that were associated with the pothole. I
18 went seven days later and said, look, I know you --
19 there was somehow you didn't approve these, and my
20 argument is, I don't think you told them or something
21 happened. When I literally pointed out these, the same
22 accident --

23 THE COURT: This was a supplement. You said,
24 listen, the source of these is my hitting the pothole,
25 you need to cover these as well?

1 MR. HACKNEY: Yeah. And I just point --

2 THE COURT: And GEICO agreed with it?

3 MR. HACKNEY: Boom. Seven items.

4 THE COURT: And they just ripped a check off like
5 they --

6 MR. HACKNEY: Yes.

7 THE COURT: They didn't say take it back to --

8 MR. HACKNEY: No. Cut me a check in the parking
9 lot.

10 THE COURT: Okay.

11 MR. HACKNEY: And so that happened. So let's go
12 back to the conversion part.

13 So I came up there, cobwebs, and nothing was done
14 on my car, so I'm a little upset. And I asked to talk
15 to owner and part of the lie, they said -- I said, Can
16 I talk to Jessica's boss, and they sent me to the new
17 car salesman.

18 THE COURT: When you say, "the owner," are you
19 talking about Hyundai now?

20 MR. HACKNEY: Yes, ma'am. Yeah, I'm sorry.

21 So I went to go get my car. When I saw nothing
22 was done, there was cockroaches and cobwebs in my car.
23 I asked proof of my new engine. They said they don't
24 have any, but it looks new. There were seven items not
25 missing.

1 I said, You know, I just wanted to speak to the
2 owner, or the general manager, say my piece and head
3 back to Atlanta. I'm in shorts, sandals, and a cap and
4 T-shirt. I drove up and I'm heading home.

5 Well, you know, typically I find it's a standard,
6 when you ask for someone's boss, you go vertical,
7 right? It's a standard. I mean, I don't know if
8 there's a rule, but that's the way it works in
9 business. If you're talking to Delta, you ask for a
10 manager of reservations, you go up.

11 Well, they send me to this person who came out,
12 introduced himself. About ten minutes -- three minutes
13 in the conversation, I said, "Who are you?"

14 He goes, The new car sales manager. And I knew it
15 wasn't the service person because he said -- he was
16 making excuses to everything. So I ended the
17 conversation, went to go back to payment. I misplaced
18 my debit card, so I had this old check, so I thought it
19 would work.

20 Now, the machine said it didn't work. I was a
21 step ahead. The next day, when I came back, I went to
22 Wal-Mart and I went to Publix, and that check went
23 through their machines just fine.

24 I came back and gave a credit card. So I -- when
25 all that stuff happened, they wouldn't take my check.

1 They -- all the stuff, I said, Time out, I'm going to
2 come back in the morning. Came back in the morning,
3 here is my thousand dollars.

4 Now, my expectations was there's my service order
5 contract. I owe you a thousand, I paid you a thousand,
6 give me my car. Wouldn't give me my car. We want the
7 Hertz rental car.

8 So when he says it was kind of a soft no -- it
9 was, you're not getting your keys, we want the Hertz
10 rental car. I said, That's in my name. GEICO is
11 covering it. It's Saturday afternoon, the Hertz is
12 closed. I already made arrangements to go to Savannah
13 and drop it off, because I didn't trust them. And I
14 was like, You have no -- those are two mutually
15 exclusive contracts. And they wouldn't gave me my
16 keys.

17 And so when I got a little upset is because all
18 that stuff happened. I finally said, You know what,
19 you won't take my check, all these things are wrong,
20 you won't let me talk to someone so I can say my piece.
21 Here's my thousand dollars, let me go home. No.
22 Wouldn't give me my car.

23 That is conversion at that point. A conversion of
24 property. When I am assured that Hilton Head service
25 order, and they wouldn't give me my car.

1 So I called 911. Of course, the sheriff came out.
2 He went in there and talked to them, and came out, and
3 I showed him my receipt for \$1,000 and all that, and he
4 said, Well, there's a balance of \$325. I said, So
5 what? That's a -- you know, you can drop rental cars
6 all the time. Who cares? It all settles up.

7 He forced me. He said the only way you're going
8 to get your car -- that car wasn't reported stolen. I
9 could have driven the Hertz rental car away.

10 But I had to return my car, the Hertz rental car,
11 to get my keys. And I was furious at that point. I'm
12 like, This is insane. So I said, You know what, I'm
13 going to go make a sign.

14 I've never done that, Judge, in my whole life. I
15 said, I'm going to make a sign and be a kind of a good
16 samaritan, say this owner that they won't let me talk
17 to, which is suspicious, I'm going to make a sign and
18 he will probably come out in a few minutes and I'm
19 going to say my piece and get back.

20 Well, immediately, in the golf carts, mother f'ing
21 me, cussing me up a storm in their golf carts, driving
22 on 278, flipping me off, calling me a crackhead. I'm
23 like, All right. I'm a Christian, so I didn't come on
24 Sunday, so I came back on Monday. I said, I'll be
25 back. You know, I'm a tough guy, I'm not going to take

1 that.

2 THE COURT: And this car came from -- you live in
3 Atlanta, and you have a sister that lives in --

4 MR. HACKNEY: No, it's in Atlanta.

5 THE COURT: -- Beaufort County?

6 MR. HACKNEY: No.

7 THE COURT: So you are driving everyday?

8 MR. HACKNEY: No. I stayed here for a year.

9 Yeah.

10 THE COURT: You stayed here. Okay. You stayed
11 here for a year. Because your friends or your sister
12 are here?

13 MR. HACKNEY: No. I made it -- you know, I'll
14 jump ahead. You know, this is not about the money.
15 It's about -- I came in front of you before, they tried
16 to do a restraining order of me, and when you have
17 your -- when you go back -- so I'll go back to Monday.
18 When I walked back to my car at Wal-Mart, I got two Mac
19 computers in there worth about \$4500 sitting in the
20 back of my car. When you work -- well, now, they're
21 cursing me and flipping me off, and making fun of me
22 and calling me a crackhead, and telling me, We know
23 where you are staying.

24 All right. So Monday and Tuesday, I walked back
25 to Wal-Mart, all fours doors were open, windows down,

1 car's drenched. Two Mac computers are still there.

2 Wednesday, I'm having dinner at Outback, come back
3 and the signs are stolen out of the back of my car.
4 Mac computers are still there.

5 So I don't know, you can call it what you want.
6 But, you know, when I told this story to everyone, no
7 one ever said, Well, how do you know it wasn't Hilton
8 Head Hyundai?

9 So how do I know my two signs -- how do I -- they
10 said, Yeah, well, sometimes I talk to people and lay my
11 sign down.

12 So one day, on December, I laid my sign down,
13 right at the entrance, flat, and I walked about a
14 minute and 13 seconds to go get some water in my car.
15 I turn around, and one of those white vans that's
16 parked over at Jeep, pulls up, two guys jump out, throw
17 the sign in and drive back in the dealership.

18 On Labor Day, when the sheriff said, well, you got
19 to go home, and I'm like, Why do I have to go home?
20 I'm not doing anything wrong. And Sheriff Malphurs
21 said, It's time for you to go.

22 I said, You know what, guys? I'm going to go take
23 a break, but I'm going to be back because you're not
24 giving me any reason.

25 So I laid my sign down on the stop sign, but I

1 forgot my keys because I hid them in the grass because
2 I already had one set stolen about four days earlier.
3 So I walked back, get the keys out. I turn back around
4 and stop 50, 75 yards, a guy from the dealership runs
5 out, steals my sign, and runs back into the dealership.

6 So I chased him. But I'm 52, I can't catch him,
7 but I stopped before the ditch, and I'm cursing like a
8 sailor. Sheriff Honeycutt sees it, he's parked right
9 there to make sure I leave. I'm sorry, but he kind of
10 was.

11 THE COURT: Sir --

12 MR. HACKNEY: No, he was over there, so he saw it.
13 And I walked over there, I walked and said, Did you see
14 them steal my sign? He goes, Yeah, but I don't know
15 where they went.

16 At that point, I said, I see how this is now. The
17 sheriff's not going to do anything. So I flag down --
18 I flag down a Hardeeville policeman that come by and
19 saw me. They know I didn't have a sign. I have a
20 letter from him that I flagged him down because my sign
21 was stolen, even if they don't have jurisdiction. I
22 didn't have a sign. Where would I have put it?

23 I parked at Wal-Mart. I mean, it's gone. And you
24 know what -- and so Sheriff Honeycutt comes around
25 gives me a no trespassing notice. So I chase a

1 criminal that stole my sign into the dealership, and I
2 get a no trespassing notice.

3 So you ask me why I stood out there for a year,
4 because I'm from Texas, and you know what? It is a
5 shame, but when I'm up there just exercising my First
6 Amendment rights and I get my signs stolen, my car
7 broken into, my keys, my briefcase, witness two signs
8 stolen out of my car -- I mean, what would you tell
9 your son? Go home and give up?

10 So, you know, I'm fighting because, like, this is
11 not a one off. This is -- this is what they are doing
12 to other people, my opinion or hearsay. And hearsay is
13 in there, like -- but I'm in these events.

14 So hearsay, of my understanding, is if you two
15 talk and I try to guess what your conversation is. I
16 witnessed two signs being stolen and going back. And
17 you know what's disheartening is I couldn't go in the
18 dealership because -- and I can't call the sheriff,
19 because he's not going to do anything.

20 You know, so when I even did the video, I mean, I
21 don't know the rules, but I know enough in common
22 sense, if I'm protesting a business and I go off their
23 premise (sic), and it's really -- it's Article 4, I
24 looked up the code. If you follow a person to another
25 premise with the intent to do surveillance, that is

1 harassment one. And they didn't get charged.

2 So the sheriff doesn't do anything. So, you know,
3 I just -- what's funny is in my mind I kept going, If
4 they would just leave me alone, I'm going to go back to
5 Atlanta. But then something else would happen, and I
6 prayed back about it. You know, I said, I'm just going
7 to make a stand, because it's not about money, it's
8 about you guys want me to leave. You're bullying me,
9 you're harassing me, which you probably do to other
10 customers. And you know what, you picked the wrong
11 guy.

12 And it's just not right. So, you know, that's
13 kind of where I went to, and there were crimes
14 committed. Conversion, theft of my signs, harassment
15 in the parking lot. And I submitted on all those
16 police reports, and if you read them, which you have
17 copies, they didn't even do anything. They never
18 called me once, they never even followed up. And if
19 you can read anything, they did anything.

20 So in May I sent all of those to Sheriff Malphurs,
21 98 pages. I actually went to the Governor's office,
22 and I went to SLED because nobody was doing anything.
23 I reached out to your office, you helped me get the
24 video. They wouldn't give me a working video, it took
25 60-some days. They said that's all they're going to

1 give me until you send an email, and suddenly they gave
2 me a working video to play.

3 But I went to SLED, I went to the Governor's
4 office saying, Please help me, they are not doing
5 anything. I mean, I'm getting killed out here.

6 And I, on April 27th, I dropped these off, 98
7 pages, ten tabs, saying can you follow-up on the police
8 reports? Can you answer why you didn't do this, or
9 what happened? Did you do anything, because it doesn't
10 seem like anything happened.

11 Now, this is disheartening. I don't care if they
12 acknowledge that and say well, come on in, Greg. They
13 know who I am. That's not this. We disagree. That's
14 the law. Just answer me.

15 And if I don't like the answer, that's fine. We
16 disagree. Seventeen calls, ten visits, no response.

17 THE COURT: From the Sheriff's Office?

18 MR. HACKNEY: No. So I sent a certified letter.
19 Said, well, maybe Sheriff Malphurs didn't get it. So I
20 sent a certified letter to him, also sent it to SLED,
21 also sent to the Governor's office, Lee Moray
22 (phonetic), she is the only one that responded.
23 Nothing.

24 And so the reason I was late getting my documents
25 to the -- when I sent this out, when I sent this in

1 April, I was getting ready, because I knew he was going
2 to start sending me discovery. Well, I was waiting on
3 this, and he sent me on May 14th, I hadn't got this
4 back yet, so I did a motion, can I stay? Because I
5 didn't know how to answer that. Didn't have -- I
6 couldn't answer all the questions, and that's all I --
7 that's all the reason it was delayed.

8 And so when I met with you and you said, do it --
9 do -- you know, fill it out, six days later they had
10 all the stuff.

11 So all the different stuff, six days after that.
12 So I didn't try to hold anything, delay anything back.
13 So that's the supplemental conversion, the rental car.
14 I don't have a problem with GEICO.

15 The First Amendment rights, do I think that? I
16 mean, you have a right to stand out there. You may not
17 like what I do, but, you know, when they do that to
18 you, that's a shame. And then they -- and then the
19 lies are just cohesive, and it's -- it's -- it's not
20 even -- you know, the only sorry I got was, well -- you
21 know, I said you guys are stealing my signs and cursing
22 me, you can't do that to me, you know. You follow me
23 to Wal-Mart.

24 Well, you know, they are upset they're not selling
25 cars. That is not a thank you, that's an excuse. And

1 that's all I've got. So I put my earphones on and I
2 went out there every day, and I don't think that -- I
3 think the jury needs to hear this.

4 What is disappointing is that he filed this
5 motion. Well, he filed a suit September 20th, and a
6 year later, there was no other documentation. So I
7 guess a year later, right before trial, which I
8 probably don't want to go to, they do this partial
9 motion.

10 And my understanding is, is that I've done 1500
11 pages here and another half deck to this Court of
12 Appeals, you know, because they appealed your
13 restraining order when you ruled for me. So I have
14 done so many things.

15 Another 700 pages to that court. So I'm engaged.
16 I don't think I'm tying up the Court's time, like he
17 says. I'm a citizen, I have a right. And I think I
18 have the fears of my peers to hear me, and it's not
19 hearsay.

20 The reason I'm handling this myself, Judge, is
21 because these things happened to me. It is not
22 hearsay. They can believe me or they don't. You know,
23 people say I'm trying to extort money. You know, I
24 don't have any money, I'm still here a year later.
25 Typically I find when people try to get money, if they

1 don't get the money, they move on. This is not about
2 that. It's about standing up, what they're trying to
3 take away. I said, No, you're not going to do that. I
4 don't care if you have, in my opinion.

5 The sheriff won't respond, so I can't go to
6 Hardeeville. So anything that happens, it is a pretty
7 good deal because I really can't do anything.

8 The only thing I have is two feet. Because the
9 sheriff won't do anything, they won't do anything, so
10 all I have is two feet, and I did that. And I only
11 stayed one year. I told myself I'd stay a year, and I
12 haven't been back since. You know, I do have to go to
13 work.

14 So, you know, that's kind of it. So this motion,
15 I guess what they're asking this is that my testimony
16 means nothing, and part of what I read is that I can't
17 give you all the facts. In my documentation I put
18 those ten tabs. I wish I had more testimony, but I'll
19 be able to call sheriffs and witnesses to the signs,
20 but I can't get the sheriff to respond to do that. So
21 I'm just going to call them up on the stand. They
22 witnessed the conversion when they wouldn't give me the
23 car, because I got my keys from the sheriff, not from
24 Hilton Head.

25 Officer Dodson, Honeycutt was there. Honeycutt

1 saw that. So I was getting all this information for
2 you, but I can't submit it to get -- to be fair to me,
3 I can't really submit all the information for his
4 motion. It's my word. But I'm in the events. And I
5 attempted to get more documentation and affidavits, but
6 the sheriff won't respond to me. And that is
7 disheartening.

8 So I guess the partial motion is they're asking --
9 he's asking you, a year later, when this should have
10 been done -- if you have a problem, do it right after
11 the event. But a year later, when I went through the
12 mediator, spent \$2100, so I've done that. Didn't work
13 out. So the trial is right around the corner. I asked
14 you, I said, what -- what -- I didn't even know you
15 could do this. They are asking you to make a decision
16 on this and do damages without a jury of my peers.

17 And I'm, you know, I -- I just ask for mercy of
18 the Court to let me -- let them hear it. I'm serious
19 about this. I've done my documents. I've turned in my
20 stuff. When I had a question, I came to you, and I'm
21 sincere about it. It's not about money. I don't think
22 a person stands out there for 250 days and hasn't
23 gotten paid, if it's about money.

24 The counter claim I did was 90 days later. It
25 wasn't right when it happened. I didn't even know

1 about a counter claim until somebody said, why don't
2 you -- better do something just in case. I said, All
3 right. Didn't put a dollar figure on it. They're not
4 putting a dollar figure on it. And, you know, my whole
5 thing is you know what, I'm going to stand up for my
6 right as a citizen, based on what they did to me. You
7 can call it hearsay, but I'm in these events, and I'm
8 going to tell my story.

9 And I told him, I said, let the chips fall. If I
10 lose, then I lose. But I'm -- I don't care about that.
11 I think it's right for me to stand up, what happened to
12 me, let them hear, and if they feel otherwise, then
13 I'll lick my wounds and go back to Atlanta, but that is
14 what I'm asking the Court to do is -- but I take this
15 serious. This is not a game to me. You asked me in
16 the first trial, Mr. Hackney, you know you are being
17 sued, I'm like, Absolutely.

18 But you know, what would you tell your -- I mean,
19 I -- what would you tell your son? And I'll close with
20 this. You know, if somebody came, they stop by all the
21 time, and I tell them my story, you know. And they
22 have to prove that I'm a liar. That's what -- that's
23 offensive to me. I'm not a liar. This happened to me,
24 you know, but he misquotes a lot of things. And that's
25 okay because he's not in the events, neither is John.

1 And they're far removed, and when you have layers,
2 things happen.

3 And, you know, the most unique thing is a
4 gentleman told me one time, he said, you know what, he
5 goes, I don't care why you are out here, I don't really
6 want to know the story. He goes, whatever you're here
7 for, you believe in it, and you believe strongly. I
8 said, Yes, I do.

9 You know, because this happened to me, and it
10 shouldn't happen. You know, it shouldn't -- what they
11 did to me -- and I can't even go do anything about it.

12 I can't call the sheriff. He laughs. You know,
13 they don't even come out and do anything, or do a
14 police report. They don't even respond.

15 You know, here is the good ole' boy network and
16 stuff. Well, let me tell you something, that's wrong.
17 That's wrong. And I'm not from here, but I am a
18 citizen, and you know what, all these people in Jasper
19 County and all the other stuff that happens to a lot of
20 people like that, I stand up for them and I tell them
21 that. Because the Lord has blessed me, I don't have to
22 go back to work tomorrow. He put me here for a reason,
23 and based on their tactics it didn't work.

24 And I want the jury to hear that, and I ask for
25 your mercy of your court to let me do that, but I'm

1 serious. I don't want to take up your time. I --
2 maybe you don't understand all my language and stuff,
3 I'm a little ADD, but I filled it out the best that I
4 can. I'm sorry if you have a hard time reading it.
5 That was not my intent. I do the best that I can. I
6 study.

7 I've been studying how to do a court hearing. I'm
8 probably going to have a lawyer here to make sure I
9 don't -- I flow right, but I want to handle it myself
10 because I want them to hear -- not from another person,
11 not about money -- I want them to hear what happened.
12 And let them be my judge. And that's all I ask. Thank
13 you.

14 THE COURT: Thank you.

15 Mr. Martin.

16 MR. MARTIN: Just -- I don't know where to start,
17 but I think that I'll start with this harassment stuff.

18 The only admissible evidence that's before you in
19 order to make a decision on a summary judgment, the
20 Defendant has presented no admissible evidence that any
21 of these acts were committed by the dealership. None.

22 The Jasper County Sheriff's Office investigated
23 Defendant's claims about his keys and his brief case.
24 Those are Exhibits P and Q. The sheriff's office did
25 not find sufficient evidence to bring charges related

1 to the Defendant's claims. And when he answered
2 interrogatories, he said, quote, "Someone dressed like,
3 in the similar manner to a Hilton Head Hyundai salesman
4 took his sign."

5 He didn't say -- in fact, he told me several
6 times, I'm not saying your people did it. I'm not
7 saying your people did it. In fact, he called me up on
8 the phone, I was in Greenville, he called me up, I'm
9 not saying your people did it. I have no evidence that
10 your people did it. Well, that is not what you just
11 heard today.

12 But in his answers to interrogatories, he clearly
13 said, the only thing he said was that someone dressed
14 like someone who was a salesman.

15 And what do salesmen dress like? They dress
16 comfortable in the summer, just like everybody else.

17 So there is absolutely no evidence in the record.
18 What this all is about is him coming in and getting his
19 car worked on, both the body shop and the repairs and
20 the rental car. That's what it's about.

21 Then he makes a threat to kill someone. Then he
22 makes a threat to wrap a six-iron around someone's
23 throat. The only person who has escalated this, the
24 only person who's calling someone a liar and a cheater
25 and an intimidator, and trying to ruin our business is

1 Mr. Hackney.

2 He can talk about being a Christian, he can talk
3 about the Bible, I don't think any of this would be
4 approved by any proper Christian. What he has done is
5 he has intentionally -- and he hides behind, Oh, I'm
6 just -- I have the mercy of the Court, I'm representing
7 myself. 250 days he's been there trying to ruin our
8 business. For what?

9 He clearly said GEICO, after we fixed everything
10 that GEICO approved, met with him in a Hardee's (sic).

11 Now, what did that adjustor of GEICO know? He
12 knew that Mr. Hackney was out there protesting. He
13 knew the guy was off his rocker. He knew that if he
14 said no, he was going to get sued. So he writes out
15 and approves these things after the fact.

16 He never sent it to us, and Mr. Hackney just
17 pocketed the money. He didn't even get the darn car
18 fixed. He just pocketed the money.

19 But that proves that GEICO was in charge. There
20 is no evidence that Mr. Hackney said, Please fix the
21 car, anything my insurance company doesn't cover I will
22 pay for. We would have been happy to do the seven
23 extra items because we would have made money. We are
24 in the business of fixing things.

25 But GEICO said, No, we're going to only fix these

1 things, that's it. That's what happened.

2 So he then calls the adjustor after the fact,
3 meets him in a Wendy's parking lot and says, What about
4 this? And the guy says, I'll pay you for that.

5 THE COURT: I understand.

6 MR. MARTIN: So today is the day to bring the
7 circus to an end. It's the appropriate day. October
8 31st. Halloween. What a better day. It needs to
9 stop.

10 He can go on and on and on. The facts just keep
11 changing, but you have a record. We have a system. He
12 gets his advice from his lawyers, he's chosen to come
13 here because he thinks it's an advantage. It's time,
14 after a year, for this to end. And I'm asking your
15 help.

16 MR. HACKNEY: One more time?

17 THE COURT: No, we're not going to go back and
18 forth. We could be here all day.

19 MR. HACKNEY: That's fine. Fair. We're good.

20 THE COURT: I've got a roomful of lawyers and
21 people behind you.

22 MR. HACKNEY: Yes, ma'am.

23 THE COURT: So this is summary judgment. You all
24 have been going on for at least an hour.

25 MR. HACKNEY: We're good.

1 THE COURT: I want to make sure that we've got as
2 part of the Court's record everything that's submitted.
3 So I need from you everything you submitted,
4 Mr. Martin, and I'm going to go ahead, Mr. Hackney, you
5 said this was for me. So I'm going to make this your
6 defense exhibit. Okay? And we're not going to talk
7 about whether or not it is timeliness or other things.
8 This is just what you submitted on your behalf.

9 MR. HACKNEY: Yes, ma'am.

10 THE COURT: So I want to make that a defense
11 exhibit. So I'm going to nominate you, this is
12 Defense's 1.

13 And is it okay if I keep that?

14 MR. HACKNEY: That's for you.

15 THE COURT: Okay. Mr. Martin, I need everything
16 that you submitted. Did you bring an extra copy or --
17 do you want us just to print it in order to --
18 Margaret, how is the easiest way to do that?

19 THE CLERK: I can do it.

20 THE COURT: So if you don't have copies, you did
21 say you had copies of case law to give me; is that
22 correct?

23 MR. MARTIN: I do. Yes.

24 THE COURT: So I'd appreciate copies of his.

25 MR. MARTIN: And the police reports, too. I have

1 those.

2 THE COURT: And the police reports is fine.

3 What I'm going to ask both of you to do is give me
4 proposed orders in the case. And may I have them by --
5 today is Tuesday --

6 MR. HACKNEY: What's a proposed order?

7 THE COURT: A proposed order is just what you
8 believe you showed in the case. So if you want to do
9 that, you can do that. But I'm just inviting you both,
10 if you would like to give me proposed orders, you may.
11 And I'm giving you until, let's say, ten days. So by
12 next Friday? Okay? By next Friday. And I want you to
13 email them directly to my law clerk, Julia Bradshaw,
14 and she can give you her email address if you don't
15 have it.

16 This is the only thing you are allowed to directly
17 email to our office. Okay? Because you're not
18 supposed to be emailing me. Okay?

19 MR. HACKNEY: Oh, you, Your Honor. I did that
20 once.

21 THE COURT: Right. Right. Okay. Just don't
22 email me directly ever.

23 MR. HACKNEY: You know, your email is online.

24 THE COURT: I know it is. But it's considered ex
25 parte communication. I can tell you, when I get

1 something from a party, I ignore it, because I know I
2 can't read it.

3 MR. HACKNEY: Well, she gave directions and I
4 stopped.

5 So you want that order today?

6 THE COURT: No. Ten days from today's date. So
7 next Friday. So what day is that?

8 THE CLERK: The ninth.

9 MR. HACKNEY: You said you wanted our response and
10 what we thought --

11 THE COURT: By November 9th. Just do your
12 proposed order, if you want to. You don't have to give
13 me one, Mr. Hackney. It's just a proposed order. It's
14 just for me to look at.

15 Margaret, you are going to pull up everything so
16 we have a record in this case. Mr. Martin is giving me
17 the case law. And I appreciate it very much. Fair
18 enough.

19 MR. MARTIN: Well, thank you, Your Honor.

20 THE COURT: Thank you. Thank you both.

21 (Whereupon, the hearing
22 concluded.)

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CERTIFICATE

STATE OF SOUTH CAROLINA:

COUNTY OF BEAUFORT:

I, MONA L. MANLEY, Court Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

DATED this 22nd day of June, 2019.

Mona L. Manley /s/
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To: copy2150@gmail.com

Thu, Jun 27, 2019 at 9:51 AM

Sent from my iPad  
Greg Hackney

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**Subject:** Re: 10-31-2019 transcript

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You will need to print the transcript, and I don't know the appeal procedure but you may need to send them the transcript or at the least let them know the date you received it. If you need me to email the transcript to them, please supply me with the email and I will do so. This is a first for me, so I don't know the procedure at all and am just guessing. Good luck,

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