

**THE STATE OF SOUTH CAROLINA**  
In The Court of Appeals

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**APPEAL FROM JASPER COUNTY**  
Court of Common Pleas  
The Honorable Carmen T. Mullen, 14<sup>th</sup> Circuit Court Judge  
Trial Court No 2017CP2700386

**RECEIVED**  
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SC Court of Appeals

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Appellate Case No. 2018-002186

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Greg Hackney.....Appellant

v.

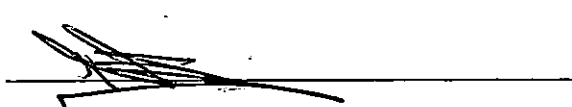
First Team Hyundai, LLC d/b/a Hilton Head Hyundai .....Respondent

Appellant's Initial Brief

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Greg Hackney  
6125 Roswell Road #503  
Sandy Springs, Georgia 30328  
678-855-2975

Self-Represented  
Appellant  
Greg Hackney



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September 25th, 2019

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#### STATEMENT OF THE CASE

Respondent simultaneously filed a Summons and Complaint along with Motion and

Memorandum for a Temporary Restraining order on September 22, 2017. The complaint

alleged that the Appellant, a customer of Hilton Head Hyundai had many issues the Service Department as many repairs were not done after leaving the car for over 90 days and issues regarding the Hertz Rental Car.

During the process other Deceptive Hilton Head Hyundai Business Practices occurred including an additional condition demanding return of a Hertz Rental Car after the Appellant cured Hilton Head Hyundai Service Order Agreement. In addition, during a review of the Appellant's vehicle an Engine Recall was reviewed and determined it required replacement. The Appellant was not offered a standard Waiver to sign thus allowing him to drive his vehicle back to Atlanta to have the replacement completed. As a result of the deceptive Business Practices the appellant created signs informing the public of their business interaction. During the Appellant's period walking in front of the Hilton Head Hyundai Business on state property more deceptive practices including other laws broken. Including Hilton Head Hyundai Security Vehicle following Appellant from their Premise to where the Appellant was parked; parking in direct site of appellant doing surveillance. (Walmart Video obtained and filed with Appellant Court)

Respondent filed a Preliminary Injunction on October 6th, 2017; appellant answered on October 23rd, 2017. (128 pages) A hearing was held on October 24th, 2017; the lower court, 14th Judicial Court - Judge Carmen T. Mullen Denied the Motion on October 31, 2017 and the Motion to Alter on December 6th, 2017. Appellant filed an Appeal on December 11th, 2017.

On June 16th, 2018 the Appellant Filed a Motion to Stay, the Respondent began sending Interrogatories and Request to Admit questions and he Appellant could not answer a significant amount of them because information from the Jasper County Sheriff's Office and Plaintiff was required. The Sheriff's office did not respond after 17 calls and 10 plus visit requesting information as such the Appellant sent 98 Pages of documents to the

Jasper County Sheriff Office requesting such data to complete the Discovery, to date the Sheriff's Office has not responded resulting in discovery not being completed for the Trial and the Summary Judgement Hearing held on SuOctober 31, 2018.

During the Motion to Stay Hearing the Appellant asked the court for assistance and entered into court the 98 pages sent to the Jasper Count Sheriff's Office, to date they courts has not filed the 98 pg. document. Also, Jasper Count Court has not filed the Appellant 220 page Response to the October 31, 2018 Hearing on Respondents Partial Motion for Summary Judgement and Motion response filed on August 23rd, 2019.

Same day as the Appellants hearing on Motion to Stay; Judge Carmen T. Mullen heard the Motion to stay and discover issues related to the Jasper County Sherif's Office and requested I complete what I could! On November 13, 2018 the court granted Plaintiffs Partial Motion for Summary Judgement. In the Respondents Complaint, Question #15 States "Fraud and Lies", I responded to both. The Motion and Order clearly indicates the Respondent and Lower Court assumes my thinking and does not clarify my intent on the answer including as clearly stated in my Answer to the Complaint. This mis-guided and flawed alignment thinking conveniently makes assumptions; example, a Respondents Employee lied to me regarding ownership of a Hertz Rental Car Agency. The Respondent and Court assign Fraud and thus claim Defamatory! The statement was a Lie and proof would be determined in a Court of law in view of a Jury of my peers. Noted in Argument V-IV "fraud"

### **STATEMENT OF THE FACTS**

Appellant Greg Hackney from Atlanta Georgia was traveling through Hilton Head and drove through a pot hole and damage his car. The following day he drove to the Respondents Dealership to have the repairs done. The Dealership quoted the damages and also

informed the Appellant there was an Engine Recall, Appellant Sonata failed the test; a new engine replacement. Hilton Head Hyundai failed to offer the Appellant a waiver to drive his car back to Atlanta. Upon the Appellants return 7 repairs - replacements totaling \$2,200 were not completed confirmed when the Appellant met his Geico Adjuster down the street thus approving the repairs and replacements related to the accident.

During the Engine Replacement Period A Hertz Rental Car was contracted by the Appellant at the Hertz Rental Car on the Auto Mall Premise. Upon returning to the Dealership and paying the outstanding deductible \$1,000 completing the Hilton Head Service Order Agreement; the dealership demanded that the Hertz Rental Car contracted in the Appellants name be return to the dealership before the Dealership would return the Appellant's Car. The Appellant called the Police and Jasper County Sheriff arrived on site. As per above Appellant attempted to make a Payment with a check, the check would not go through and it was not determine if it was the appellants check or the machine.

The appellants requested a meeting with the General Manager and/or Owner; upon granting the request the Respondent changed the agreement.

The Appellant created signs to express his interaction between the Respondent and himself, during that time period on State Property: the Appellant was approached by the Respondents employees cursing - hand gestures including driving their Golf Car onto State Property where the Appellant was walking with his signs, three signs were stolen - two of them on State Property as the thieves returned across the ditch into the dealership, Appellants car doors and windows were open as such the car was DRENCHED with water noting it was not raining, brief case and keys were stolen from State Property where the Appellant was walking and the Appellant was followed daily from the Dealership including the Respondent's Security Vehicle following the Appellant off their Premise to the WallMart

where the Appellant was parked - to do surveillance. Multiple calls to Police were made by the Appellant including Cases filed and request to File Charges; request to file charges and investigate were NEVER RESPONDED TO. Also once a case was filed the Jasper County Sheriff Office never responded to the Appellant including follow up request for information related to discover for trial and the related hearing thus not allowing me to complete my discovery. It also appears as if the lower Court makes assumptions on my thinking in regards to statements made thus changing the narrative and alleged defamatory remarks to determine an outcome.

September 22, 2017 a complaint was filed against me and I answered every request as per estimated 1500 documents filed to the courts. An estimated 3-4 weeks before trial on August 23rd, 2018 (11 months from complaint) a Motion for Partial Summary Judgment was filed; I (Appellant) was prevented from providing the court proper evidence and affidavits during the hearing as such the lower court did not take into consideration affirming the Motion denying my the right to a fair and equal Hearing including denying a U.S Citizen the right to a trial - judge by a Jury of peers. Noted On August 23rd, 2018 Motion to Stay and the hearing on October 31, 2018 I expressed the issues preventing me from obtaining information to discovery to the same court.

### **ARGUMENT**

#### **I. DID THE LOWER COURT ERR IN BACKGROUND,**

On page 2 of the Order it states, after Defendant was placed on

Trespass Notice, he changed the sign to read under the Dealership Name.

On August 26th, 2017, Saturday I began my activity in front of the dealership

with said sign including Fraud; on Monday September 4th, 2017 I was away

from my sign and a gentlemen appearing from the dealership crossed the

ditch stealing my sign and returning toward and entering the dealership. The statement CHANGED the sign after the trespass is incorrect; had to replace the sign because it was stolen. The theft was witnessed by Sheriff Hunnicutt; The no trespass notice did not give a reason and had the wrong dates but his statement to me was because I yelled into the dealership; noting I did not cross into their property. The sign with LIES LIES FRAUD FRAUD was in front of their business 6 full days and three half days. Estimated time period in front of their business = 250 Days = FRAUD STATEMENT = 2.8% of Time Period.

(R, Answer Signature Copy Amended (?) P. 17-20)

Statement page 3 - Defendant states his signs and comments are protected by the First Amendment of the United States! A Temporary Restraining order was filed and then Denied by the Court of Commons Pleas for the Fourteenth Judicial Circuit, Judge Carmen T Mullen. I would argue the Court Stated my right

to there as a First Amendment Right. As Stated Approximately 250 Days.

(Answer: Signature Copy Amended: P8-#10, P9-10cont'd, P10, P19)

(R

**II. DID THE LOWER COURT ERR IN SUMMARY JUDGEMENT STANDARD WHEN CONSIDERING APPELLANT DISCOVERY ISSUES RELATED TO TRIABLE EVIDENCE.**

(Transcript P27, 12-25) As stated I could not provide affidavit/evidence to the court because the Jasper County Sheriffs Office would not respond to any of my request. (Transcript, P. 40, 12-25: P.41 1-25) Documents would provide needed evidence for the hearing but no response from the Sheriffs Office prevented as such. (Transcript P. 42, 1-10 Explained I could not complete my discovery from The Plaintiff because the Sheriff's office would not respond. The Court responded to complete as much as possible as such i sent to their attorney. Noted Still no response so affidavits

and other required evidence for this hearing was not give as such discovery for hearing incomplete. (Transcript P43 4-15) I am engaged and submit what I have an get but the discovery for this hearing was limited by the Sheriff's Office. I attempted to get information necessary to prepare and present for the hearing. (Transcript P 45 1-7) (Transcript P48, 16-16-21)

When the authority investigating all of the allegations including request to file charges and inquire on other areas of evidence DOES NOT RESPOND How can I provide the evidence. Interesting, I will tread lightly! Over 365 days since Respondent - Plaintiff filed Complaint, a few weeks from trial then suddenly Request for Partial Summary where I am required to present evidence necessary for a trial but cannot because the LOCAL Sheriff's office and their refusal to even respond to ANY of my request including Evidence and Affidavits for the hearing. Interesting related events!

**III DID THE LOWER COURT ERR IN LAW/ANALYSIS (A.) STATEMENTS ACTIONABLE PER Se.**

Page 3 "Defendant is accusing the Dealership of being unfit in its business; therefore his statements are actionable per se.

As Stated, "His statements." I have never made that statement in writing or verbally? Court made an assumption and failed to provide Proof of said Statement

As consistently stated, my signs reflect the interaction between

Hilton Head Hyundai and myself; they were not intended to degrade any

persons etc as stated in the Court Order. I informed the public of Respondent and appellants business relationship and let each individual decide on their own

thoughts. I explained multiple times in my Answer, Signature Copy Amended (Answer, Signature Copy Amended: (P11, #13: P12, #18, #21)

(R

IV. **DID THE LOWER COURT ERR IN LAW/ANALYSIS (B) ARE THE DEFENDANT'S STATEMENTS FALSE AS A MATTER OF LAW. (1.) EVIDENCE OF BAIT N SWITCH.**

As stated on page 4 of the order, Defendant accuses the Dealership of a Specific type of unethical business practice. "the bait and switch" My sign states Bait -N- Switch, not THE; The court draws a wrong conclusion in their meaning of the Bait -N- Switch to be advertising. In ALL prior documentation including Interrogatories and Produce -Admit it was never stated or written in relationship to Advertising The court would assume that every person who drove past my sign was thinking False Advertising. Does the court believe that every person who drove by seeing bait n switch determined.."AH HAH Hilton Head Hyundai is trying to sell a product which the advertising in truth does not intend or want to sell"; a bit of a reach by the court to determine an individuals thinking especially when it is not defined in the Dictionary. Interrogatories and Discovery I was asked to clarify, I did stating the three Bait N Switch related to my sign! As noted, not defined in the dictionary but BAIT as a verb is defined by to lure or entice and switch is to change. Clearly my sign reading Bait N Switch did not reflect anything regarding the courts tie in related to Advertising as stated in Order. My signs were not related to advertising, as such the courts assumption Flawed!

**BAIT= to Entice and Lure**

I was told and per contract once I paid my deductible payment they would return my car. I paid the 1000 Deductible!

I want to express my concerns and issues to the Owner or General Manager; I was told and introduce to a person who later told me when asked he was the new Car Manager

**Switch = to change**

Hilton Head Hyundai Switch the terms after payment demanding I return the Hertz Rental Car contracted in my name prior returning my vehicle.

Confirmed I would meet with the General Manager, then switch it to the New Car Sales Manager without Informing me. Noted my issues were service related not regarding a New Car. Issue, Not informed of change

Hyundai Mgr approached me and attempted to lure me into believing they owed the Hertz Rental Car to defuse the recent issue regarding their demand after making my deductible payment. After I explain to him Hertz does not franchise....

After Explaining to him his Statement was false because HERTZ does not Franchise he switched his statement they are their property and we work

Court failed to provide a correlation between "The bait and Switch" and 16 C.F. R. 238 bait Advertising and makes the assumption that all Bait n Switch statements made must be by law ALWAYS be related to Advertising. Court did not provide a law stating the we (All Citizens) must determine any statement made by an individual regarding bait N switch is related to business advertng.

Also, (Transcript P. 9, 20-25) .Again, Mr. Martin explains what his interpretation of Bait N Switch is so I guess we are to assume that all individuals passing by thought WOW, I guess they were advertng Mustangs at \$20,000 and then selling one's at \$40,000? Again a reach by the Respondents attorney and court to determine one's thinking in relations to Bait N Switch including knowing a relationship between the statement and the stated Law BAIT ADVERTIZING!

My sign DID NOT SAY "BAIT ADVERTISING" or THE BAIT AND SWITCH

(Transcript P. 31, 1-19

(Answer: Signature Copy Amended: P11-#15,

(R

- V. **DID THE LOWER COURT ERR IN LAW/ANALYSIS (B) ARE THE DEFENDANT'S STATEMENTS FALSE AS A MATTER OF LAW. (2.) EVIDENCE OF FRAUD.** (Answer: Signature Copy Amended: P-11 #15)

As stated in the Court Order: Admissible Evidence must include a

1. Representation, 2. It Falsity 3. its Materiality 4. either knowledge of its falsity or a reckless disregard if its truth and Falsity.

In the 220 documents, explanation of my attempts through letters and certified letters to the Jasper County Sheriff's office, SLED and Governor's office to assist

in getting the proper documents, evidence and affidavits unfortunately fell on deaf ears as they DID NOT RESPOND. Their actions or lack of action did not provide the appropriate discovery prior this hearing.

If response was noted I would be able to provide affidavits witnesses and admissible documentation as defined per above Also, included (220 Pages) a copy of my phone records - attempts (17 calls with no response) not including 10+ visits response to the Sheriff and associated Deputies Also, evidence per above is through employees and ex-employees of Hilton Head Hyundai; my no trespass prevented me from obtaining affidavits, other evidence including names of ex - employees to retrieve evidence. As noted, I submitted Interrogatories that included the 29 individuals that would provide such data to be served a subpoena for proper discovery prior the intended trial.

Also, noted; TIME, the original court date was week(s) from filing date with multiple changes in presiding judges. The final court date was on October 31,2019 (Transcript (Answer: Signature Copy Amended (R

**VI. DID THE LOWER COURT ERR IN LAW/ANALYSIS (B) ARE THE DEFENDANT'S STATEMENTS FALSE AS A MATTER OF LAW. (2.) EVIDENCE OF FRAUD. (a.)CLAIMS OF FALSE STATEMENTS. (i) The VEHICLE HAD TO BE REPAIRED AT THE DEALERSHIP BECAUSE IT WAS TOO DANGEROUS TO DRIVE TO ATLANTA.**

The Service Person stated I could not drive my car back to Atlanta per Engine Recall. THE ISSUE IS THEY DID NOT PRESENT A WAIVER FOR ME THE OPTION TOP DRIVE BACK TO ATLANTA! **CLEARLY STATED (Answer Signature Copy Amended P.25)**

Full disclosure, the recall was 15 months into activation as such not to dangerous

I had been driving the car and this issues is NOT about RISK and their Duty to inform me. On September 13th, 2019 John Lyons stated I should have been presented a "Waiver" to sign preventing them from Liability if i drove the car after being notified my engine required replacement.

The Courts Order states "I find nothing false about the Dealership informing Defendant of a failed engine and the obvious danger if it stalls while being driven on the interstate. I agree, there is no lie!

The Dealership did not have a duty to inform the defendant that he could take the risk to drive back to Atlanta.. The reasoning states misrepresentation cannot be premised upon silence when there is no duty to speak. Good Grief, the issue is I

was told I HAD TO LEAVE MY CAR AND THERE WAS NO OTHER OPTION!

THERE WAS ANOTHER OPTION, SIGN A WAIVER AND DRIVE HOME AS SUCH THIS OPTION PROVIDED BY THE MANUFACTURER! AS STATED AND CONFIRMED BY THERE ACTION! THEY HAD A DUTY TO PRESENT THIS OPTION AND THEY DID NOT! AGREE, NOT THEIR DUTY TO ADVISE ON RISK OR NOT RISK BUT TO JUST OFFER THE OPTION. THEY FAILED TO DO SO AND PRESENTED ONLY I HAD TO LEAVE MY CAR AT THEIR DEALERSHIP AND THUS A FALSE STATEMENT MADE BY HILTON HEAD HYUNDAI.

THE ADMISSIBLE EVIDENCE IS SUCH WAIVER AND THE HYUNDAI PROCESS TO EXPLAIN THE OPTIONS. As noted above, In discovery and interrogatories documents and Subpoena. The Appellant understands that a Car Dealership Service person does not have the expertise to define associated risk but does have the knowledge to follow the aligned process per option to sign a waiver. To be direct it appears the court assumes my response and reason to fit the narrative

instead of reading Answers and Transcripts. There is nothing in my Answer noted above my concerns regarding their information about "Risk"of Driving my car.

As such not presenting the waiver, they did benefit from the Engine Install! because I would have signed it and drove back to Atlanta where I lived. Noted per above, the recall was 15 months old and I do not believe driving home would have presented any risk.

(Transcript

(Answer Signature Copy amended, P11-13, #15, P21- P11 #15)

(R

**VII. DID THE LOWER COURT ERR IN LAW/ANALYSIS (B) ARE THE DEFENDANT'S STATEMENTS FALSE AS A MATTER OF LAW. (2.) EVIDENCE OF FRAUD. (a.) CLAIMS OF FALSE STATEMENTS. (iii) The DEALERSHIP EMPLOYEES NEVER GET INVOLVED IN A QUOTE RELATED TO ANY ACCIDENT.**

The Court Erred in their facts; Claims Adjuster authorized replacement of different underbody shield than those included in the Collisions Centers estimate. The adjuster authorized what the Dealership noted as to be replaced. Stated by the court it says a Different Underbody Shield, it was a standard shield that was RIPPED off during the accident and is a Standard Part that was not replaced THE COURT WAS NOT IN THE CONVERSATION, I WAS and AS STATED! This conversation was with the same New Car Sales Manager discussed in Bait N Switch. The New Car Sales Manager stated Hilton Head Hyundai does not get involved in any aspect of a repair quote that was related to an Insurance Company. The conversation was related to many repairs that were not completed as a result of the accident and as he stated they only repair was the Adjuster approves! Accurate statement but it is the responsibility of Hyundai to insure a repairs to a Hyundai Sonata include all standards parts damaged by an accident. He intended statement and conversation was not related to what was approved or not approved

by the dealership but that their service departments has ZERO interaction related to damages and what was required to be replaced. Hilton Head Hyundai does and did as they gave me an estimate prior me leaving back to Atlanta. Also, when speaking to the Geico Adjuster he confirmed when he arrived he just approved the quote that was given to him by Hyundai and did look at the car. This is evident when he did look at the car in a Wendy's making lot about a week later he immediately approve 7 repairs for over \$2,200 that Hilton Head Hyundai did Repair or Replace!

Again, it as if the Court creates my conversation to fit the narrative. The associated Lie directly to my face in the meeting was NOT regarding Hilton Head Hyundai getting involved in the Geico Quote; as stated and reiterated it was ZERO interaction from start to finish as noted after reiterating the absurd statement I ended the meeting.

Noted, Under FRAUD CLAIM? - It was a lie! If anything Hilton Head Hyundai did not benefit as they repairs not completed lower their final bill to release my car!  
(Transcript P 30, 1-25: P31, 1-25: P32 1-1-1  
(Answer: Signature Copy Amended: P2-5, P7 #8, P11-12 #15, P14  
(R

**VIII. DID THE LOWER COURT ERR IN LAW/ANALYSIS (B) ARE THE DEFENDANT'S STATEMENTS FALSE AS A MATTER OF LAW. (2.) EVIDENCE OF FRAUD. (a.) CLAIMS OF FALSE STATEMENTS. (iv The REQUIREMENT THAT THE DEFENDANT HAD TO RETURN THE RENTAL CAR.**

This is under FRAUD and as a Matter of Law there is no Fraud by the Dealership with respect to obtaining the rental car before returning the Hyundai.

**STATEMENT BY THE COURT?**

Undisputed the Rental Car had to be Returned. Relevance?

Undisputed the Rental car was delivered to Defendant at the Dealership!  
**FALSE STATEMENT...I RETRIEVED THE CAR FROM THE HERTZ RENTAL OFFICE NOT LOCATED ON HILTON HEAD HYUNDAI PREMISE!**

Rental cars are routinely provided at the dealership and eventually returned when the car

is ready.

RETURNED TO THE ASSOCIATED RENTAL CAR AGENCY THAT WAS CLOSED.  
ROUTINELY, CONFIRMED NOT A REQUIREMENT WHEN PICKING UP INDIVIDUAL  
RELATED CAR!

Defendant admits that HERTZ told him the rental car had to be returned or it would be reported stolen!

CORRECT, NOTED IMPORTANCE THAT THE CAR HAD TO BE  
RETURNED DIRECTLY TO HERTZ RENTAL CAR OFFICE AS NOTED THE ONE ON  
THEIR CAMPUS WAS CLOSED AND I HAD MADE ARRANGEMENTS TO DROP OF  
AT THE SAVANNAH AIRPORT LOCATION.

Defendant further admits he attempted to return the rental car to the Hertz Location at the Hilton Head Airport and was informed he could not do so.

FALSE STATEMENT, I COULD HAVE LEFT THE CAR AT THE AIRPORT IN ONE OF  
THE HERTZ RENTAL CAR PARKING SPOTS BUT AT THE TIME THEY COULD NOT  
GIVE ME A RECEIPT CONFIRMATION I RETURNED THE VEHICLE! AS NOTED, I  
WANTED HERTZ TO BE NOTIFIED THE CAR WAS RETURNED! LEAVING IT WITH  
HILTON HEAD HYUNDAI SATURDAY - SUNDAY WITHOUT NOTIFYING HERTZ IT WAS  
RETURNED WAS NOT AN OPTION! HILTON HEAD HYUNDAI HAS NO LEGAL  
OBLIGATIONS TO HERTZ RENTAL CAR.

Defendant also admits that he was told by two Jasper County Sheriffs deputies that he needed to return the Hertz Rental car prior to receiving his car?

THEY WERE THE AUTHORITIES ON SITE AND WERE WRONG! AS STATED, YES  
THEY RELAYED THE MESSAGE FROM HILTON HEAD HYUNDAI REGARDING THE  
RETURN OF MY VEHICLE

SHERIFF DEPUTY SMITH LATER APOLOGIZED TO ME FOR THEIR INTERACTION AS  
THEY SHOULD HAVE RETRIEVED MY CAR! (Witness subpoenaed but as stated no  
reply prior hearing)

Defendant did not return the rental car until he was instructed to do so by Jasper County Sheriff's office.

FALSE STATEMENT, I RETURNED THE RENTAL CAR BECAUSE THE **SHERIFF SAID THAT HILTON HEAD HYUNDAI WILL NOT RELEASE MY CAR UNTIL I RETURNED THE HERTZ RENTAL CAR. HE WAS THE MESSENGER AS HE HAD JUST WALKED OUT OF THEIR OFFICE AND STATED AS SUCH! HE COULD CARE LESS IF I RETURNED IT AT THEIR LOCATION OR SAVANNAH OR AT ALL!**

I WAS NOT INSTRUCTED OR REQUIRED TO RETURN THE RENTAL CAR, THE CAR WAS NOT REPORTED STOLEN! AFTER MAKING MY PAYMENT HILTON HEAD CHANGED THE TERMS OF THEIR AGREEMENT AND INCLUDED THE RETURN OF THE RENTAL CAR.

NOTED: There were two mutually exclusive contracts with specific related terms to their related services. I provide the contracts to the court and if read they do not associated to one another as such once payment was received by Hilton Head Hyundai they should have released my car.

Confusing why the court would consider and review two contracts provided that are mutually exclusive and determine the dealership has the right to take my payment curing

the Debt on their agreement and then add conditions related to another Hertz Rental car agreement! Again, as stated change the narrative and put the blame and course of action on the Jasper County Sheriff's Office

Noted, Court noted Fraud! My investigation and law review was conversion of property! I never argued or concerned with Fraud on this issue!

(Transcript: P34, 1-1-25: P35, 1-13

(Answer: Signature Copy Amended: P7-8 #9, P15-17

(R

**IX. DID THE LOWER COURT ERR IN LAW/ANALYSIS (B) ARE THE DEFENDANT'S STATEMENTS FALSE AS A MATTER OF LAW. (2.) EVIDENCE OF FRAUD. (a.) CLAIMS OF FALSE STATEMENTS. (V.) THE DEALERSHIP OWNED THE HERTZ OFFICE ON THEIR PREMISES.**

One of the managers of Hilton Head Hyundai approached me and we discussed the previous days events including Hilton Head Hyundai not returning my car after payment of the service order; he immediately stated they own the Hertz Rental Car agency so they had a right to do so! I explained Hertz Rental Car does not franchise as such he immediately noted they are on premise and work closely together! A LIE STATING THEY OWN THE HERTZ RENTAL AGENCY and as stated on my sign! LIES, LIES, LIARS!

Court States, Not material; it could not have been made with the intent for the Defendant to rely on it. There for it is not a fraudulent as a matter of law? His clear intent was to defuse their holding my car and adding a condition upon its return. I never stated it was fraudulent but he admitted his lie by stating...well we work closely with them. Clearly a Lie as defined on one of my signs!

We discussed this in a meeting with John Lyons and in front of John he did not deny the statement.

Discovery would allow affidavits if Authorities would Respond

(Transcript

(Answer: Signature Copy Amended: P7- #9, P11-#15, P15-17, P18

(R

**X. DID THE LOWER COURT ERR IN LAW/ANALYSIS DEFENDANTS STATEMENTS ARE FALSE AS A MATTER OF LAW. (3) EVIDENCE THE DEALERSHIP ACTED UNETHICALLY. (a.) WHEN THE SECURITY OFFICER FOLLOWED HIM INTO THE WALMART PARKING LOT.**

Discovery limits per Jasper County Sheriff office prevented me from getting documents and/or Affidavits regarding reports on my erratic behavior. (R, ) Multiple police reports filed including State Troopers and Hardeeville Police never once documented or noted a concern for erratic behavior. As stated prior hearing fairness to my discovery was not done as my attempts to get information regarding this incident and subsequent erratic behavior accusations fell on deaf ears as the Jasper County Sheriff's office would not respond to any of my request. Is the Court stating that any business can follow a person off their business property if they define a customer's behavior as erratic. (Such person is not on their property)

Court notes, any any employee with ZERO training to observe and report back what? In the court's statement a Dealership employee did observe Defendant! Based on the court's comments it must be legal for a business entity to have any employee get in their car and follow a person who is not on their property but State or local property anywhere and as long as they want if they feel such person is acting erratic. What is the standard erratic behavior warranting such?

The plaintiff has not provided any proof of erratic behavior warranting any such encroachment and observing my behavior. Following me = Harassment and Intimidation. Court failed to provide what law allows such absurd actions by a business related to any Person on Public property or provide how it is as described - BUSINESS PURPOSE!

The court failed to recognize: (Transcript, P. 25 13-25: P26, 1-12: P27 6-7 P29, 1-1-13) 1. The previous day I had met with John Lyons and he noted nothing of erratic behavior and regardless of what side we were on he agreed to reach out to his employees noting to leave me alone as I was in front of their business doing my activity. I think it is unethical to have an agreement and then order his employee to follow me. Also, Deputy Smith who

completed the victim identification report spoke with their security manager and he stated the reason they followed me was to see if i was driving my Sonata. (Transcript, P 12-14)  
Discovery would allow affidavits if Authorities would Respond

2. Failed to recognize South Carolina Law

**Article 17**  
**Harassment and Stalking**  
**Offenses against the Person**

**16-3-1700 Definition**

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

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

A. Residence

B. Place of work

C. School; or

**D. Another place regularly occupied or visited by the targeted person**

I was parking in the Walmart parking lot daily as such defined as regularly occupied.

The court defines their action as a legitimate business purpose; Following a person who is not on their property a business purpose? Please provide what South Carolina this is applicable and defines such Business Purpose.

Jasper County Sheriff Office was the authoritative entity; Officer Smith completed a Victim Incident Report with the charges Harassment, Assault and Battery with the intent to intimidate. I attempted to follow up and weeks later a Jasper County Sheriff Lt. informed me they were not going to do anything to Mr. Peacock. Not surprising since this is the same Sheriff's office who has not followed up or allowed me to get more information regarding my cases, get affidavits and properly prepare for this related hearing (17 calls and 10 plus visit basically told to go pound sand.)

NO RESPONSE FROM SHERIFF'S OFFICE/discovery for this hearing was not completed.

Just for clarification, Appellant Judges! I was exercising my First Amendment rights on State Property. The Business entity I was walking in front of with my signs Liars Liars etc decided by their metrics my behavior was erratic and they should not call the Police.

Instead, as the lower court noted, clarified by management that it is okay to follow the person exercising their 1st Amendment rights to another location, drive slowly in front of him so he notices you and then park in direct sight if such person! As stated on the lower court ruling it is okay because it is a BUSINESS PURPOSE! GOOD GRIEF!

As stated on my signs, Harassment and Intimidation and unethical as previous day agreement with John Lyons to leave me alone.

The Court appears to indicate their decision based on Erratic Behavior yet the Plaintiff has not provided any such evidence. Interesting as most American and for sure Security Personnel carry a cell phone, seems simple if my behavior was erratic, warranting Safety concerns Defendants behavior must have been extensive and long yet to date there has been no no pictures or video!

As noted, Jasper County Sheriff office would not respond to any of my request! Only through timely subpoenas officer Smith will testify that the reason they told him they followed me was to see if I was Driving my sonata, we both laughed as we knew their intent. As noted Discovery Limitation prevented me from presenting this evidence in such short notice prior the hearing.

Discovery would allow affidavits if Authorities would Respond.

(Transcript, P 26 16-18) I stated Harass and Intimidate referencing the Wal-Mart Incident)

(Transcript P 29, 18-19) Unprofessional, unethical harassment when describing the Walmart incident. P39, 20-25)

(Answer: Signature Copy Amended: P21-24

(R

**XI. DID THE LOWER COURT ERR IN LAW/ANALYSIS DEFENDANTS STATEMENTS ARE FALSE AS A MATTER OF LAW. (3) EVIDENCE THE DEALERSHIP ACTED UNETHICALLY. (b.) THE NEW CAR SALES MANAGER ADDRESSED HIS CONCERN WHEN HE ASKED TO SPEAK WITH THE OWNER OR GENERAL MANAGER.**

This is simple, I asked to speak to the General Manager and/or Owner; agreement was to

speak to the General Manager. I was introduced by the same person and lead to a room where we began a 3-4 minute conversation where I stopped the conversation to ask who he was. Only then did he state that he was NOT the General Manager but the New Car Sales Manager. Noted my issues were not regarding a new car but a Service Related issue but understanding managers role it can be aligned It is absolutely unethical for a business to enter an agreement with a customer to meet with the top person in charge and then not clarify the change in the agreement. There were two specific opportunities they had to clarify and this not be unethical;

1. When the person whom I entered the agreement, just clarify that the General Manager was busy and offer the New Car Sales Manager. Noted I would have declined, but it would not be unethical!

2. Even if the person did not redefine whom I was meeting the New Car Sales Manager could have introduced himself and title etc. If such had happened there would be not unethical practice present. I ask for the Top Person in site, agreement; then meet with the New Car Sales Manager on a Service Related issue!

In simpler terms I think over time we have all been on a Customer Service Call and escalate to the next person above; what would you call if it that person got on the call and was not the next person in escalation and did not identify themselves as such; noting you confronted such person and they identified themselves as not the agreed person to whom you requested an escalation. I would argue present that question and the response would be 10 out of 10 would say unethical!

Clearly another example of the Court Assuming my intent; nowhere is there any

documentation Stating my issue was Manager to Manager as stated in the courts Order  
(Transcript

(Answer: Signature Copy Amended: P5, #6

(R

**XII. DID THE LOWER COURT ERR IN LAW/ANALYSIS DEFENDANTS STATEMENTS ARE FALSE AS A MATTER OF LAW. (3) EVIDENCE THE DEALERSHIP ACTED UNETHICALLY. (c.) THE TELECHECK MACHINE COULD NOT READ HIS CHECK.**

I never claimed that my COMMENTS were based on a Publix and Walmart machine reading my check the following day. I made the statement as a point of reference.

Another reach by the lower court to pick words and assumptions to fit the narrative it would appear desired. Court noted Unethical? I stated +Unprofessional

My statement is based on the following. They were aware I drove from Atlanta, 4.5 hours and was returning the same day. It was 5:00 PM in the afternoon and the check would not go through or conform good or bad. I was a customer, including GEICO payments estimate over \$3,500 billed and noted Geico had paid the other \$2,500.

Hilton Head Hyundai did not confirm if it was their machine or my check that prevented the check from being read.

Simple Stated there was no other effort to clarify my check was good; there are other dealerships owned by the same entity, simply take the check there to see if processable or not. Also, escalate to someone including calling the TeleCheck Machine company to read the numbers on the check to verify its validity. There actions to a customer to ignore other options including escalations to upper management is unethical and unprofessional.

Peacock is a large Business entity and basically their actions defined their dealership did not have a escalation process for a check verification machine. Noted, machines break,

if their Credit Card Machine broke then all customers would just have no other options?  
Discovery would allow affidavits and data on their escalation procedures and if followed proper

(Transcript P33, 20-24)

(Answer: Signature Copy Amended, P6 - #7, P15

(R

- XIII. **DID THE LOWER COURT ERR IN LAW/ANALYSIS DEFENDANTS STATEMENTS ARE FALSE AS A MATTER OF LAW. (4.) EVIDENCE OF HARASSMENT AND INTIMIDATION**
- (a.) DEFENDANT CLAIMS HE PLACED HIS PERSONAL BELONGINGS ALONG SIDE OF THE ROAD AND THAT UNKNOWN PERSONS STOLE HIS ITEMS WHILE HE WAS STANDING SOME DISTANCE AWAY.**
- (b.) DEFENDANT CLAIMS THAT WHILE HE WAS STANDING ON THE ROADWAY HE LEFT HIS CAR IN THE WALMART PARKING LOT, ONLY TO RETURN TO FIND THE DOORS AND WINDOWS WERE OPEN**
- (C.) DEFENDANT CLAIMS AND EMPLOYEE OF THE DEALERSHIP STOLE HIS SIGN.**

Harassment and Intimidation as defined in XII (a.) (b) were not related to any Hilton Head Employee and there is no evidence or statement made by me stating its relationship and/or they did commit.

As to (c.)

On Labor Day September 5th, 2017 a person ran out from the Dealerships and crossed over the ditch where my sign was place 5 feet from the road leaning on a Stop Sign. I was 50 plus feet away speaking to an individual when I saw a person dressed similar to the sales personnel steal my sign and run back across the ditch into one of the Dealerships. I chased them but stopped short of crossing into their property; as such 20 plus employees of the different dealerships were outside watching and clapping as the individual got away and escaped with my sign!

Later that evening two 17 year old boys who were employed by a company who washed Peacock Auto-Malls cars confirmed they were present and watch when the sign was stolen informing me it was an employee of one of the Dealerships.

I only saw the two boys a few time more and at that point did not get their names or what company the worked. The two individual are noted in Interrogatories to subpoena for their testimony at the time of trial.

As stated earlier, the short notice prior hearing and no access to the local authorities to provide access to get the evidence I was unable to present in the evidence in the hearing. It must me noted as to the seriousness I take regarding my signs in reference how they defined the interactions between myself and Hilton Head Hyundai. I was in the conversation or have evidence that is substantial for me to correlated to a statement on my sign. As noted in (a.) (b.) my keys were stolen, my brief case was stolen and my care was breached with the windows down and doors open; the court failed to include as stated in filed documents upon returning the doors were open and my Car was DRENCHED with water noting it was not raining. Clearly I have an idea of who but no evidence as such did not accuse any Hilton Head Employee. Confirmed by (a.) (b.) such said person,

(Transcript P36, 17-25: P37 1-8 P37, 25 P38, 1-25: P39 1-19, P49, 1-14)

(Answer: Signature Copy Amended: P17-18, P19

(R

#### **XIV. DID THE COUR ERR IN SUMMARY JUGSGMENT REGARDING COUNTERCLAIMS A. CONVERSIONS**

Good Grief, "As Stated Conversion is an unauthorized assumption of ownership over goods or personal chattels of another to the exclusion of the owners rights" I made my Deductible Payment and they took ownership of my car by refusing to give me my keys.

Understanding I did not want to leave the car there as there was no way to verify its return could have cause harm as such. A short Period, the event from Calling the Police to finally parking the vehicle at Hertz Rental Car was hours. Imagine you are 4.5 hours from home, make a payment to a dealership for \$1,000 and they refuse to return your car unless you perform another task for them that has nothing to do with the said contract just cured! I call Jasper County Law - Moscow and Putin law! Noted AGAIN! The sheriff did not force me to return the car, he returned from the Hilton Head Hyundai office and told me that the only way they would return my car is if I return the Hertz Rental

### **B. DECEPTIVE SERVICE TACTICS**

"Court Assumes he is suing for unfair Trade Practices" This statement sums up the lower courts decision" I take this hearing and intended trial serious as filed over 1500 pages of document and attended everyone hearing. Why would a court assume anything prior making a decision as it appears by the statement nothing is taking series regarding the hearing based on the courts answer and assumption of my intent per signs! I was in the hearing if you had a question regarding my meaning in Deceptive tactics, ask. Good Grief! They are clearly written. How can a court rule good or bad when they open with "Court Assumes", this is a court of LAW...get it right before ruling!

Jasper County, Russia - Putin law!

### **C. VIOLATION OF CONSTITUTIONAL CIVIL RIGHTS**

Such Person is given a right by the same court to continue to walk in front of said business. During that time period 3 signs stolen, approached by respondent in Golf Carts onto State Roads including being followed to another location where the Appellant parked! I believe the constitution allows for a Peaceful time period when expressing one's First Amendment Rights!

### **D. STANDARD BUSINESS GUIDELINES AND PRACTICES NOT FOLLOWED**

Lying, Conversion, Following a customer off Premise to do Surveillance, blaming other vendors for their lack of procures and customer service! Good to know moving forward the Business Rules have now been changed by the Lower Court.

## CONCLUSION

**RECEIVED**

SEP 26 2019

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the State of Appeal

APPEAL FROM JASPER COUNTY  
Court of Common pleas

Carmen T. Mullen, Circuit Court Judge

Case No. 2017-CP-27-0386

Gregory Hackney.....Appellant,

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

**PROOF OF SERVICE**

I certify that I have served Respondent a copy of Appellants initial Brief  
depositing a copy in the US Mail, postage prepaid, on September 25th, 2019  
addressed to Brad Martin, Post Office Box 10410 Greenville, South Carolina 29603.

  
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9/25/19

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