

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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

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SEP 04 2018  
SC Court of Appeals

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

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

V.

Greg S. Hackney . . . . .Respondent

RESPONDENT'S FINAL BRIEF

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Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328  
678-855-2975

Self-Represented  
Respondent

Greg Hackney

  
\_\_\_\_\_

Date

August 21 2018

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Date

August 15<sup>th</sup>, 2018

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## TABLE OF AUTHORITIES

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

1. Order, October 31, 2017 Denying Preliminary Injunction Restraining Order.
2. Order December 6, 2017 Denying "Reconsider" To Amend Order.

**STATEMENT OF ISSUES ON APPEAL**

Issues on Appeal I – IX

I Reference and agree as Noted - The Honorable Judge Carmen T. Mullins

1. Order, October 31, 2017 Denying Preliminary Injunction Restraining Order.
2. Order December 6, 2017 Denying "Reconsider" To Amend Order.

STATEMENT OF THE CASE

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

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

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

I disputed why all of the replacements - repairs were not completed, spider webs and roaches in my vehicle, concerned why they would not give me documentation of my New Engine Installation, there was a new dent on my vehicle and upon asking to speak to the owner or General Manager I was pushed to the New Car Sales Manager. (R. 30-35, 41-42, 58, 120, 132, 166, 198, 201-204)

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

I refused to return my rental car to Hilton Head Hyundai's possession. I made a credit card payment curing the Hilton Head Hyundai Service Agreement = ZERO and they added a condition demanding I return the rental car to their possession prior returning my vehicle. The two contracts were/are exclusive to one another. I planned on returning the rental car to the Savannah International Airport. (R. 35, 38, 43-44, 83, 89-91, 207-210)

was upset his check for his deductible was unnegotiable.

Defined as capable of being negotiated, it appeared their machine could not read the numbers at the bottom of my check. We did not confirm their machine was not the reason my check could not be read for approval or any other reason. (R. 42-44, 99, 116, 208-210)

I was frustrated because it was after 5:00 pm and I intended to drive back to Atlanta, Georgia upon the return of my vehicle.

NOTED

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

Plaintiff first came upset when his check was declined by a third-party check processing Company. (R. 11)

The Statement Facts filed February 15<sup>th</sup>, 2018 now states the following:

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

He then demanded payment to "go away."

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

The Facts, a day prior the hearing I filed my response to their complaint accusing me of Malice, Defamation including damages. My response, document filed, did not include a request for tribute, demand or request for damages from Appellant related to the Respondent leaving the premise and stop informing the public of the business interaction with Appellant. (R. 30-53)

An acceptable outcome from the first and only meeting September 13<sup>th</sup>, 2017 between Respondent and Appellant; an apology, explanation related their unethical behavior including

Harassment -Intimidation tactics and the requested documents (signed by John Lyons CFO) related to my new engine installation per Hyundai Corporation Recall. (R. 49)

The follow up meeting on September 15th, 2017, neither occurred.

The only apology I have receive to date was regarding their employees stealing my signs and cussing me as they drove their carts behind me including crossing over onto State Property as per State Highway 278. "They are upset they are not selling cars" – THE STATEMENT IS AN EXCUSE NOT AN APOLOGY. (R. 45-52)

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

.....  
**Respondent answered on October 23, 2017, pro se, by filing a document numbering 128 pages that was not served on Appellant until after the hearing.**

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

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

My issues regarding the repairs, replacements on my vehicle related to driving through a pot hole have been with - and are with Hilton Head Hyundai. (R. 41-52)

**The hearing was held on October 24<sup>th</sup>, 2017. Appellant examined one of the witnesses and the Lower court allowed the pro se to cross examine the witness. After a few questions, the lower**

court entered into a lengthy discussion with Respondent, and then announced the time for the hearing had ended. No other evidence or testimony was allowed.

Wednesday October 18, 2017

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

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

Friday October 19<sup>th</sup>, 2017

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

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

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

Monday October 23<sup>rd</sup>, 2017

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

Tuesday October 24<sup>th</sup>, 2017

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

**The Answer essentially admitted that the initial dispute between the third parties and Respondent.**

My Answer to complaint does not state or admit I had a dispute with any third party. My Dispute – complaint has always been with Hilton Head Hyundai. (R. 35-36, 41-52, 92, 112-113, 208-220)

STANDARD OF REVIEW

**STATEMENT OF THE FACTS**

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

**Benjamin Franklin**

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

**Hilton Head Hyundai has been a model corporate citizen in Jasper County for over 15 years.**

**They have invested over \$500,000 in local charities, and spent \$70,000 a month in**

**Advertising. Their reputation has been outstanding prior to the blemish that is daily inflicted by respondent, and his complaints stem from issues he admits he had with third parties.**

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

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

(R. 42-52, 208-220)

**Now, Respondent stands outside Appellants Business almost daily with signs that accuse the**

**Appellant of unethical and deceptive business practices and potential customers have refused to do business with Appellant as a result.**

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

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

The signs inform the public of their behavior post the events August 25<sup>th</sup> – 26<sup>th</sup>, 2017.

The signs are not an accusation as 5 Of 6 can be confirmed by watching the Wal-Mart video obtained by the Jasper County Sheriff's Office. (R. 26-27, 49-52, 112-113, 166, 212-215)

**Appellant also identified a potentially serious engine recall, which was repaired under warranty.**

I was told the recall was a FULL ENGINE REPLACEMENT – not repaired. On August 25<sup>th</sup>, 2017 I asked Mickey (Hilton Head Service Person) if I could get documentation that the engine was replaced and he said there was none, then commented to me "it looks new" as such I ended the conversation and asked to speak to Jessica's Boss, General Manager or Owner. I was unethically sent to the New Car Sales Manager who had nothing to do with Hilton Head Hyundai Service. Noted: I was not informed it was not the Owner or General Manager!

NOTED: (R. 33-34)

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

3. Corey's False Statement and inaccurate demand resulted in Hilton Head Hyundai Profiting from the Full Engine Recall.

**Respondent insisted a rental car from the Hertz office located on Appellant's property.**

**Respondent insisted that his insurance company, Geico pay for the damages and rental car.**

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

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

**Appellant wrote an Estimate, and there were four items that Geico would not approve.**

**rather than show his content with Geico, Respondent has taken it out on Appellant.**

For the record...again, MY COMPLAINTS ARE NOT WITH THE THIRD PARTY STATED, GEICO!  
(R. 41-52, 208-218)

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

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

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

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

Details on each below:

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

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

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

As stated Geico Approved the repairs-replacements. (R. 120, 132)

**When the Authorized repairs were completed, a problem arose out of the check Respondent tendered attempting to pay for his deductible. It was in such bad condition the appellant check would not recognize it.** (R. 42-44, 88, 116, 208-210)

**Statement from original Summons – COMPLAINT Plaintiff first came upset when his check was DECLINED by a third-party check processing company.**

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

August 25<sup>th</sup>, 2017 there were multiple attempts to run my check through their third-party check system processing company all of which did not confirm or deny a valid check. Mickey,

Jessica and others including the General Manager attempted to run the check but all responded telling me their machine could not read the numbers on the bottom of the check. I witnessed their attempts including the General Manager putting a blank sheet of paper behind the check as he inserted it so the machine could read it. All attempts to read the numbers at the bottom of my check were unsuccessful including the General Managers.

Through my own research they could have verbally confirmed the check with their provider not including there are other Peacock Auto - Mall dealerships in walking distance they could have used to determine the validity of the check.

Suspect of their actions, I went to Publix and Wal-Mart the following morning and their check processing systems verified the SAME check for \$1,000 as valid and approved.

Noted: Their system might be different but each of their machines (cash register and/or third-party check processing machines) read the numbers on the bottom of the SAME check. Also, the value of the check was included but could not be cashed for \$1,000. Publix and Wal-Mart amount not authorized per \$1,000. ( R. 42-44)

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

I returned the next day after they would not accept my check, during this time period I misplaced my Card so I simply asked my sister to pay Hilton Head Hyundai my balance so I could return home. Unfortunately after payment, they still would not release my car. (R. 230)

**Respondent refused to return the Hertz Rental Car when his car repair was completed. In fact, Respondent called the police, who ordered him to return the rental car.** (R. 208-210)

Good Grief!!!

I made my \$1,000 deductible payment and Hilton Head Hyundai Service Manager, Jessica, refused to return my vehicle. I refused to return the vehicle into their possession, I planned on returning the vehicle to the Savannah International Airport as the Hertz Rental Car on their premise was closed.

The Police did not arrive, it was the Jasper County Sheriff's Office who have authority over this premise. They did not order me to return the car as I could have driven off because it was not reported stolen. Jasper County Sheriff Officer Dodson aligned with Hilton Head Hyundai making the return of the Hertz Rental Car a condition prior the return of my vehicle.

*Hilton Head Hyundai: Denied the return of my vehicle after making my \$1,000 Payment:*

*Conversion of Property.*

*Noted: The Hertz Rental on their premise was closed I was not going to just leave my car with*

*Hilton Head Hyundai who had prior demonstrated zero integrity and ethical standards.*

I explained two exclusive contracts with my name on each as such they had no right to include the return of my rental car after curing my Hilton Head Hyundai Service Order balance. The Hilton Head Service Invoice does not state or include any contractual alignment to any Hertz Rental Car. (R. 76-81, 90) NOTED, there were not HERTZ RENTAL CAR PERSONNEL PRESENT.

**Respondent demanded a payment in an amount to give Appellant a "Gut Punch" to "GO AWAY"**

The Appellant's claim "demanded payment to go away" is first recorded on any

document February 15<sup>th</sup>, 2018. Appellant's new accusation - claim was not included on the original Complaint including referenced in their request for Preliminary Injunction and Motion to Reconsider – Motion to Amend. I guess the old saying, if the first two attempts to take away my First Amendment Rights fail try another accusation – claim strategy.

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

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

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

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

**Made physical threats against Appellant's Employees.**

**Respondent threatened to Kill one of Appellants employees.**

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

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

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

I BEGAN MY "PICKETING" THE SATURDAY (8/26/2017) AFTER I MADE PAYMENT FOR MY CAR AND THEY REFUSED TO RETURN IT INCLUDING A CONDITION – RETURN OF THE HERTZ RENTAL CAR! MY INTENTION WAS TO SPEAK TO THE OWNER, THERE WERE NO DEMANDS MADE PRIOR ME STARTING MY ACTIVITY INFORMING THE PUBLIC OF MY BUSINESS INTERACTION WITH HILTON HEAD HYUNDAI. (R. 42-52)

#### Hilton Head Hyundai Activity

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

the same at my sign as it was raining and in poor shape. (R. 42-52)

Sunday - August 27<sup>th</sup>. 2017

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

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

I SECOND THIS STATEMENT!

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

As referenced, affidavit from a Hilton Head Hyundai Employee!

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

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

On occasions persons stop to inquire of my activity: we discuss similar issues they had with

Hilton Head Hyundai and my experience with Hilton Head Hyundai including other topics.

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

**Threatened to wrap a golf club around the head of another employee** (R. 26-27, 49-52, 112-113, 166, 212-215)

GOOD GRIEF!

What this statement does not tell the court, this was the person in their Security Vehicle who had been mirroring in his vehicle as I did my activity the previous 10 plus hours - Peacock Auto – Mall and Hilton Head. (State Highway 278) He is Security Personnel at Hilton Head Hyundai.

The said person followed me to Wal-Mart Parking lot where I had been parking since beginning my activity.

September 20<sup>th</sup>, 2017: Wednesday (R. 26-27, 49-52, 112-113, 166, 212-215)

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

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

Their Security Vehicle, a White Ford Explorer, would follow me to other locations but I could

never get them to be located under an associated camera until this date. The vehicle followed me and entered into the Garden Center at Wal-Mart and went pass me back and forth until it parked in-sight of my car.

I remained in the parking lot pretending to maintain my car as the person did not get out of the car but sat looking at me! After minutes I got in my car and approached their Security Vehicle, White Ford Explorer, and parked next to it but not blocking their exit. I approached the vehicle and there was a security person in a Peacock Auto Mall shirt; I explained to him that he was not to follow me off their premise anymore. (R. 222-223)

I received a Victim Identification Statement and charges stated Harassment/Assault and Battery with Intent to Intimidate. (R. 26-27, 49-52, 112-113, 166, 212-215)

I have entered a motion to include the video as part of the Designation of Matter; the video from the Wal-Mart Camera was retrieved by the Jasper County Sheriff's Office and given to me by the Freedom of Information Act. The video was discussed at the hearing but not entered as it would not play – viewable at its current disk coding.

I understand the court is not trying the case but the videos clear evidence of Intimidation, Harassment, Unethical - Unprofessional behavior and Lies. 5 of 6 STATEMENTS ON MY SIGNS!

### ARGUMENT

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

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

1. October 31, 2017 Order Denying the Motion for Temporary Restraining Order

and/or Preliminary Injunction.

2. December 6<sup>th</sup>, 2017 Order Denying the Request to Reconsider, Motion to Alter or Amend October 31, 2016 Order.

Clarification:

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

Appellant.

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

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

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

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

**II THE LOWER COURT ERRED IN FINDING THAT APPELLANT FAILED TO SATISFY ITS BURDEN THAT IT WAS LIKELY TO SUFFER IRREPARABLE INJURY IF THE MOTION**

**WAS NOT GRANTED (ISSUES II and III)**

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

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

Clarification:

Respondent's statements regarding Appellant are defamatory and Respondent agreed his

Complaints centered on the actions of third parties

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

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

Clarification:

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

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

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

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

1. October 31, 2017 Order Denying the Motion for Temporary Restraining Order

and/or Preliminary Injunction.

2. December 6<sup>th</sup>, 2017 Order Denying the Request to Reconsider, Motion to Alter or Amend October 31, 2016 Order.

Clarification:

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

The Appellant's claim "pay tribute" is first recorded on any document February 15<sup>th</sup>, 2018. Appellant's new accusation - claim was not included on the original complaint including referenced in their request for Preliminary Injunction and Motion to Reconsider – Motion to Amend. I guess the old saying, if the first two attempts to take away my First Amendment Rights fail try another accusation – claim strategy.

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

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

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

EXCUSE NOT AN APOLOGY.

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

Clarification:

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

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

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

I have been self – employed since 2008 and in August 2017 when these events in discussion occurred I was consulting for an Orthodontic Software Company integrating their new Apple Reseller Agreement – Operations and Sales. (R. 211)

I am not sure how the statement I was not employed arrived into this document; I assume the same way the Appellant's continued reference my issues were/are with my insurance company and I am asking for tribute and/or demanding money to go away. (R. 211)

GOOD GRIEF! I explained the issues are NOT with Geico; it was/is with the Appellant Hilton Head Hyunda.

## CONCLUSION

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

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

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

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

I am exercising my rights as a United States Citizen, informing and educating the Public of

my business interaction between Hilton Head Hyundai. The Appellant's claim "demanded they pay money for him to go away is first recorded on any document **February 15<sup>th</sup>**, 2018.

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

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

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

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

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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

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SEP 04 2018

SC Court of Appeals

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

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

V.

Gregory Hackney.....Respondent

**Certificate of Counsel**

I undersigned certifies that this Final Brief complies with Rule 211(b), SCACR.

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328  
678-855-2975

Self-Represented  
Respondent

Greg Hackney



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Date

August 31<sup>st</sup> 2018

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM JASPER COUNTY  
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V.

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PROOF OF SERVICE

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I, Greg Hackney, certify that I have served a copy notifying opposing counsel I have fulfilled the Deficiency Requirements related to my Final Brief. I deposited a copy in the US Mail Postage paid on August 31st, 2018.

Addressed to:

Bradford, Neal Martin and Associates, P.A.

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Greg Hackney

Respondent, Self - Represented



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Date



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