

State of South Carolina
Supreme Court

Johnny Ann Carroll, Marion
Bochette, Robert M Cox
Plaintiffs,

vs.

Brown and Brehmer,
Attorneys at Law; Attorney
Karl Brehmer; Attorney
Robert Brown; Attorney Dale
Lang, Jr.; Attorney Darby
Plexico, III; Attorney
Connor Johnson; Magistrate
Judge Albert Dooley, III;
Orangeburg County Clerk of
Court Winnifa Brown-Clark;
1st Circuit Court Judge
Edgar Dickson; 1st Circuit
Court Judge Diane
Goodstein;
1st Circuit Court Master-
In-Equity Judge James
Jackson, Jr.; South
Carolina Office of
Disciplinary Counsel;
Disciplinary Counsel Lesley

) Appellate Case No.:
2019-001892

) Original Jurisdiction
) Complaint

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SC Court of Appeals

1 M. Coggiola; Assistant
2 Disciplinary Counsel Kelly
3 B. Arnold; Judge Maite
4 Murphy; South Carolina
5 Court of Appeals Clerk of
6 Court Jenny Abbott
7 Kitchings

8 Defendants

9

10

11 **Foreword**

12 This Complaint comes before the Supreme Court as an Original
13 Jurisdiction Issue, because this complaint meets the criteria
14 of: having Significant Public Interest; Unusual Circumstances;
15 Issues of Rule Making and Administration of the Courts; and
16 Discipline of Lawyers and Judges, which, in the State of South
17 Carolina, only the Supreme Court has the authority to hear and
18 decide; therefore, this complaint must be brought before the
19 Supreme Court of South Carolina in a Public Hearing without
20 delay.

21 This Complaint involves issues that must be addressed
22 immediately, as they undermine the credibility of the entire
23 South Carolina First Judicial Circuit, and possibly the entire
24 South Carolina Judicial System. If these allegations are true,
25 then they expose pervasive corruption, extralegal maneuvering,
26 collusive efforts to deny protected Civil Rights to Citizens of
27 the United States, illegal Ex Parte communications, and
28 profiteering via obstructing valid complaints from being

1 properly heard by the South Carolina Courts. If these
2 allegations are not true, then they expose a need to reform the
3 South Carolina Courts and reeducate Judges, Attorneys, and Court
4 Officials on the proper way to handle Pro Se Litigants and their
5 complaints. In either case, the Supreme Court is obligated to
6 hear this Complaint without delay, because Access to the Courts
7 and Right to Self Representation in those Courts is protected by
8 the Constitution of the United States as a Civil Right.

9
10 **Preface**

11 In order to understand this complaint properly, it will be
12 necessary for all readers to familiarize themselves with and
13 determine the validity of the following pieces of Federal and
14 State Case Law, which are briefly cited below:

- 15
16 1. *Sprint Commc'ns Co. v. APCC Servs., Inc.*, 128 S. Ct.
17 2531, 2535 (2008), "...numerous authorities have long
18 held in the assignment context, namely, that an
19 assignee for collection may properly bring suit to
20 redress the injury originally suffered by his
21 assignor.", and "Thus, in the litigation before us,
22 the (Assignees) assert what are, due to that transfer,
23 legal rights of their own. The (Assignees), in other
24 words, are asserting first-party, not third-party,
25 legal rights."
26
27 2. *TWELFTH RMA PARTNERS v. NAT. SAFE CORP.*, 518 SE 2d 44
28 - SC: Court of Appeals 1999 - "In South Carolina, it

1 is well established that an "assignee ... stands in
2 the shoes of its assignor ..." Singletary 640 *640 v..
3 Aetna Cas. & Sur. Co., 316 S.C. 199, 201, 447 S.E.2d
4 869, 870 (Ct.App.1994). When a contract is assigned,
5 the assignee should have all the same rights and
6 privileges, including the right to sue on the
7 contract, as the assignor." and "Although we need not
8 reach the issue here, it appears the referee did not
9 believe Insurer's approval of the assignment of RKC's
10 rights was required, and we note it is generally held
11 that an assignment after a loss has already occurred
12 does not require an insurer's consent. See 3 Couch on
13 Insurance 3d § 35:8 (2011 Rev. Ed.) ("[T]he great
14 majority of courts adhere to the rule that general
15 stipulations in policies prohibiting assignments of
16 the policy, except with the consent of the insurer,
17 apply only to assignments before loss, and do not
18 prevent an assignment after loss, for the obvious
19 reason that the clause by its own terms ordinarily
20 prohibits merely the assignment of the policy, as
21 distinguished from a claim arising under the policy,
22 and the assignment before loss involves a transfer of
23 a contractual relationship while the assignment after
24 loss is the transfer of a right to a money claim. The
25 purpose of a no assignment clause is to protect the
26 insurer from increased liability, and after events
27 giving rise to the insurer's liability have occurred,
28 the insurer's risk cannot be increased by a change in

1 the insured's identity." (footnotes omitted); 44 Am.
2 Jur. 2d Insurance § 786 (2003) ("After a loss has been
3 incurred, the claim to recover insurance proceeds may
4 be effectively assigned by the insured."); 17
5 Williston on Contracts § 49:126 (4th ed.)"

6
7 3. *Southern General Factors, Inc. v. Parker Concrete Pile*
8 *Co.*, 236 F. Supp. 103 - Dist. Court, D. South Carolina
9 1964 - "It is well settled that a debtor has the right
10 to deal with his creditor until notified of the
11 assignment of the debt. *Patten v. Mutual Ben. Life*
12 *Ins. Co.*, 192 S.C. 189, 6 S.E.2d 26, 29, 126 A.L.R.
13 91."

14
15 4. *Thomasson v. Ocean Point Golf, Inc.*, 386 SE 2d 282 -
16 SC: Court of Appeals 1989 - "See *Southern General*
17 *Factors, Inc. v. Parker Concrete Pile Co.*, 236 F.
18 *Supp. 103 (D.S.C. 1964)* (acceptance by debtor was not
19 necessary to effectuate assignment of a debt, and once
20 debtor had notice of the assignment he is bound to pay
21 in accordance therewith).

22
23 5. *Narruhn v. Alea London Ltd.*, 745 SE 2d 90 - SC:
24 Supreme Court 2013 - "...we note it is generally held
25 that an assignment after a loss has already occurred
26 does not require an insurer's consent. See 3 Couch on
27 Insurance 3d § 35:8 (2011 Rev. Ed.) ("[T]he great
28 majority of courts adhere to the rule that general

1 stipulations in policies prohibiting assignments of
2 the policy, except with the consent of the insurer,
3 apply only to assignments before loss, and do not
4 prevent an assignment after loss, for the obvious
5 reason that the clause by its own terms ordinarily
6 prohibits merely the assignment of the policy, as
7 distinguished from a claim arising under the policy,
8 and the assignment before loss involves a transfer of
9 a contractual relationship while the assignment after
10 loss is the transfer of a right to a money claim. The
11 purpose of a no assignment clause is to protect the
12 insurer from increased liability, and after events
13 giving rise to the insurer's liability have occurred,
14 the insurer's risk cannot be increased by a change in
15 the insured's identity." (footnotes omitted)); 44
16 *Am.Jur.2d Insurance* § 786 (2003) ("After a loss has
17 been incurred, the claim to recover insurance proceeds
18 may be effectively assigned by the insured."); 17
19 *Williston on Contracts* § 49:126 (4th ed. 2000) ("As a
20 general principle, a clause restricting assignment [in
21 an insurance policy] does not in any way limit the
22 policy-holder's power to make an assignment of the
23 rights under the policy ... after a loss has
24 occurred.... It is now a vested claim against the
25 insurer and can be freely assigned or sold like any
26 other chose in action or piece of property."); see
27 also *Young v. Chicago Fed. Sav. & Loan Ass'n*, 180
28 *Ill.App.3d* 280, 129 *Ill.Dec.* 212, 535 *N.E.2d* 977, 980-

1 81 (1989) ("An insurance policy that is assigned after
2 a claim arises is an assignment of the policy
3 proceeds; such a transaction results in an assignment
4 of a chose in action which does not require the
5 insurer's consent." (citing Couch on Insurance));
6 Illinois Tool Works, Inc. v. Commerce & Indus. Ins.
7 Co., 2011 IL App (1st) 093084, 357 Ill.Dec. 141, 962
8 N.E.2d 1042 (2011) (same, citing Young, 129 Ill.Dec.
9 212, 535 N.E.2d at 980-81); Kintzel v. Wheatland Mut.
10 Ins. Ass'n, 203 N.W.2d 799, 804-05 (Iowa 1973)
11 (rejecting an insurer's contention that an insurance
12 policy was not assignable without its consent, and
13 stating, "[a]fter the loss was incurred, the issue
14 became not an assignment of the policy, but the
15 assignment of a chose in action...." (emphasis
16 added))."

- 17
- 18 6. *Donahue v. Multimedia, Inc.*, 608 SE 2d 162 - SC: Court
19 of Appeals 2005 - "An assignment consists of three
20 elements: (1) an assignor, (2) an assignee, and (3)
21 transfer of control of the thing assigned from the
22 assignor to the assignee. *Leon v. Martinez*, 84 N.Y.2d
23 83, 88, 614 N.Y.S.2d 972, 638 N.E.2d 511 (N.Y.1994);
24 see also Restatement (Second) of Contracts § 317
25 (1981) ("An assignment of a right is a manifestation
26 of the assignor's intention to transfer it by virtue
27 of which the assignor's right to performance by the
28

1 Defendants have engaged in these actions and efforts
2 knowingly, maliciously, and/or with an intent to profit. In so
3 doing, Defendants have negligently, maliciously, and
4 intentionally caused harm to Plaintiffs financially,
5 psychologically, emotionally, and socially. The Fact that all
6 Defendants are either Judges, Lawyers, Officers of the Court or
7 Employees of the Court in the State of South Carolina dictates
8 that the Supreme Court is the proper body in South Carolina to
9 hear and decide this matter.

11 **Statement of Facts**

12 In 2016, Plaintiffs Johnny Ann Carroll, hereafter referred
13 to as Miss Johnny, and Marion Bochette, hereafter referred to as
14 Mr Bochette, were unable to reach equitable settlement with
15 South Carolina Farm Bureau Mutual Insurance Company, hereafter
16 referred to as Farm Bureau, for damage done by Hurricane Matthew
17 to their respective homes and property, both of which which were
18 insured against such damage by Farm Bureau for replacement or
19 repair to pre-loss condition. Plaintiff Robert Cox, hereafter
20 referred to as Dan or Dan Cox, assisted both Miss Johnny and Mr
21 Bochette with their claims.

22 In January 2017, Plaintiffs discussed the possibility of
23 filing suit against Farm Bureau for breach of contract, but
24 costs associated with hiring a Lawyer were prohibitive. Based on
25 this determination, Miss Johnny and Mr Bochette chose to
26 assign(Appendices A&B) their claims to Dan Cox through his
27 company, Tech To Go, LLC, so that equitable settlement under the
28

1 Insurance Policy issued by Farm Bureau could be pursued through
2 the courts.

3 On or about March 1st, 2017, Plaintiffs filed a Complaint in
4 Lexington County Magistrate's Court (Appendix C). After
5 receiving notice of this Complaint, Defendant Brown and Brehmer
6 Attorneys at Law, hereafter referred to as Defendant Brown &
7 Brehmer, responded by filing Complaints against Plaintiffs in
8 the First Judicial Circuit with the Orangeburg County Clerk of
9 Court (Appendix D).

10 At the hearing before Defendant Magistrate Judge Albert
11 Dooley, III, hereafter referred to as Defendant Dooley,
12 Defendant Karl Brehmer, hereafter referred to a Defendant
13 Brehmer, falsely stated that Defendant Brown & Brehmer had filed
14 their Complaints in the First Judicial Circuit prior to
15 Plaintiffs' filing with the Lexington County Magistrate's Court.
16 Over Plaintiffs' recorded oral objections and later written
17 objections (Appendix E), Defendant Dooley ordered that
18 Plaintiffs' complaint be dismissed from Magistrate's Court and
19 referred to the First Judicial Circuit for hearing and
20 resolution, in spite of clear evidence submitted to Defendant
21 Dooley that Defendant Brehmer had committed perjury regarding
22 the actual filing date of Defendant Brown & Brehmer's Complaints
23 in the First Judicial Circuit.

24 After Defendant Dooley's failure to properly adjust the
25 order of the Court based on Defendant Brehmer's perjury,
26 Plaintiffs submitted a complaint to the South Carolina Office of
27 Disciplinary Counsel (Appendix F), which was handled by
28 Disciplinary Counsel Lesley M. Coggiola and Assistant

1 Disciplinary Counsel Kelly B. Arnold, hereafter referred to as
2 Defendant Coggiola and Defendant Arnold respectively. Neither
3 Defendant Coggiola nor Defendant Arnold nor anyone else in the
4 South Carolina Office of Disciplinary Counsel investigated
5 Plaintiffs complaint nor provided any explanation regarding the
6 complaint, the underlying incident, or their failure to act
7 (Appendix G).

8 Once in the First Judicial Circuit, Defendant Orangeburg
9 County Clerk of Court Winnifa Brown-Clark, hereafter referred to
10 as Defendant Brown-Clark, repeatedly chose to ignore, hinder,
11 and obstruct Plaintiffs' complaints, motions, and filings, which
12 Defendant Brown-Clark's office did by slow-walking, holding, or
13 returning Plaintiff's filings without explanation, response, or
14 the required stamp signifying receipt, as well as failing to
15 notify Plaintiffs of Court proceedings and changes of venue.

16 Additionally, the Judges of the First Judicial Circuit,
17 Judge Edgar Dickson; Judge Diane Goodstein; Judge James Jackson,
18 Jr., and Judge Maite Murphy, each hereafter referred to as
19 Defendant Dickson, Defendant Goodstein, Defendant Jackson, and
20 Defendant Murphy, respectively, colluded and conspired both
21 among themselves and with Defendant Brown & Brehmer to obstruct,
22 silence, demean, ignore, and harass Plaintiffs in court.

23 Defendants Dickson, Goodstein, Jackson, and Murphy also allowed
24 Defendant Brown & Brehmer and Defendant Brehmer to both speak
25 for and essentially represent Plaintiffs, in spite of the fact
26 that Defendant Brown & Brehmer and Defendant Brehmer were
27 opposing Counsel."

1 This abuse extended for more than twenty months during which
2 time, Plaintiffs were repeatedly harassed with motions,
3 complaints, and filings from Defendant Brown & Brehmer, while
4 being blocked from responding, denied notice of hearings, and
5 having flings held and delayed by Defendant Brown-Clark.
6 Plaintiffs had to endure further abuse from Defendant Dickson,
7 Defendant Goodstein, Defendant Jackson, and Defendant Murphy by
8 being refused the right to speak, the right to appear, the right
9 to proper notice, and the right to due process, as well as the
10 one sided orders issued by Defendant Dickson, Defendant
11 Goodstein, Defendant Jackson, and Defendant Murphy that
12 completely disregarded Plaintiffs causes and pleas; therefore
13 Plaintiffs filed an Appeal with the South Carolina Court of
14 Appeals(Appendix H).

15 After accepting Plaintiff's Appeal, Appellate Case No. 2018-
16 000202, South Carolina Court of Appeals Clerk of Court Jenny
17 Abbott Kitchings, hereafter referred to as Defendant Kitchings,
18 chose to dismiss Plaintiffs Appeal without cause. Defendant
19 Kitchings then refused to answer Plaintiff's communications or
20 reconsider the actions of the South Carolina Court of Appeals
21 Clerk of Court Office that Defendant Kitchings had directed.

22 Plaintiffs continued to seek redress through the Court of
23 Common Pleas, and were scheduled to appear before Defendant
24 Murphy; however, Plaintiffs were not notified of the Hearings or
25 the Change of Venue, and neither Defendant Murphy nor Defendant
26 Brown-Clark took any action to correct this error when it was
27 brought to their attention, as reflected in Defendant Murphy's
28 Order(Appendix I).

1
2 **Causes of Action**

3
4 **Breach of Contract**

5 Plaintiff believes and will show that an Oath is a Verbal
6 Contract, under which privileges are extended in exchange for
7 the acceptance and proper fulfillment of certain duties,
8 obligations, and responsibilities. Defendants in this case have
9 each failed to uphold these Verbal Contracts to which they
10 agreed, and this breach makes them each individually liable for
11 damages to Plaintiffs, as well as disqualifying them from
12 holding the offices, titles, or positions for which they took
13 their Oath.
14
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16 **Fraud**

17 Plaintiffs believe and will show that Defendants willfully,
18 knowingly, and intentionally colluded and conspired to deny
19 Plaintiffs' rights to due process under, equal treatment in,
20 redress of grievances by, and equal access to our Judicial
21 System, while holding forth and advertising themselves to be
22 upholding the Law as Officers, Employees, Agents, and/or
23 Licensees of the State of South Carolina and it's Court System.
24
25

26 **Bad Faith**

27 Plaintiffs believe and will show that Defendants willfully,
28 knowingly, and intentionally deceived Plaintiff with respect to

1 Plaintiffs' rights regarding Judicial Processes and Procedures,
2 especially, but not limited to, as they apply to Pro Se
3 litigants.

4 **Abuse of Process**

5 Plaintiff believes and will show that Defendants willfully,
6 knowingly, and intentionally abused the legal process in an
7 attempt to intimidate, harass, and coerce Plaintiff into
8 abandoning Plaintiff's valid claims and complaints.
9

10 **Malicious Prosecution**

11 Plaintiffs believe and will show that Defendants willfully,
12 knowingly, and intentionally filed, supported, and validated
13 suits against Plaintiffs that Defendants knew, should have known
14 or could have easily discovered had no proper or reasonable
15 cause.
16

17 **Intentional Infliction of Emotional Distress**

18 Plaintiffs believe and will show that Defendants willfully,
19 knowingly, and/or intentionally engaged in acts which caused
20 Plaintiffs to endure unreasonable and unnecessary emotional
21 distress.
22

23 **Intentional Infliction of Financial Distress**

24 Plaintiffs believe and will show that Defendants willfully,
25 knowingly, and/or intentionally engaged in acts which caused
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1 Plaintiff to endure unreasonable and unnecessary financial
2 distress.

3 **Intentional Infliction of Social Distress**

4 Plaintiffs believe and will show that Defendants willfully,
5 knowingly, and/or intentionally engaged in acts which caused
6 Plaintiff to endure unreasonable and unnecessary social distress
7 with respect to family, friends, neighbors, acquaintances, and
8 strangers.
9

10 **Maladministration**

11 Plaintiffs believe and will show that Defendants knowingly
12 exercised faulty, vicious and/or defective conduct in the
13 performance of their official duties with the intention to and
14 which did produce gross injustice.
15

16 **Malfesance**

17 Plaintiffs believe and will show that Defendants actions were a
18 direct violation of a public trust and/or obligation, and that
19 these actions were positively, knowingly, and intentionally
20 unlawful, harmful, illegal, and/or wrongful.
21

22 **Malpractice**

23 Plaintiffs believe and will show that Defendants are Legal
24 Professionals whose failure to render proper services through
25 reprehensible ignorance, negligence and/or criminal intent
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1 caused injury and/or loss to Plaintiffs, which is ongoing and
2 increasing.

3 **Relief**

4 Plaintiffs seek the following Relief:

5 Remanding of Plaintiffs' dismissed Complaints to the First
6 Judicial Circuit for immediate Jury Trial.

7
8 Removal of all Defendants from their positions within the
9 Courts and barring all Defendants from ever serving in the Court
10 system again, including, but not limited to elected, appointed,
11 voluntary, educational, advisory, and/or honorary positions.

12
13 Removal from the Bench of each Defendant who is a Judge and
14 permanent suspension from serving in any Judicial capacity, as
15 well as reviewing the actions of these Defendants with regard to
16 every Pro Se party that has appeared before them to determine
17 how closely Plaintiffs' experience with these Judges aligns with
18 their normal conduct.

19
20 Complete suspension of Defendants' privilege to practice law
21 in the State of South Carolina for a period of not less than one
22 year, during which time they may not practice, consult, advise,
23 volunteer, or engage in any activity that has legal implications
24 for anyone other than themselves or for which their legal
25 knowledge is in any way used, may be used, or is a
26 consideration.
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1 After this period of complete suspension, Defendants may
2 have their privileges partially restored for a probationary
3 period of not less than two years, during which time all of
4 their professional actions, activities, efforts and appearances
5 must be overseen, approved, and reviewed by a panel of not less
6 than three individuals, of which only one in three may be other
7 legal professionals. During this probationary period, Defendants
8 may not charge for their legal services; may not appear before
9 any Judge or be seated with either party in any Legal or
10 Judicial proceeding and/or hearing; and when selecting clients
11 and/or cases must give preference to those who would not be able
12 to afford to pay for legal representation, regardless of the
13 merits of their cause, case, complaint, or situation. Failing to
14 abide by these probationary guidelines results in another year
15 of complete suspension of the privilege to practice law in the
16 State of South Carolina, and another probationary period.

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20 After successful completion of this probationary period and
21 for a period of not less than three years, Defendants privilege
22 to practice law in the State of South Carolina is reinstated
23 without restriction, but all of the professional actions,
24 activities, efforts, etc of Defendants are subject to periodic
25 review by a panel of not less than three individuals, of which
26 only one in three may be other legal professionals. Anything
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1 deemed inappropriate by this panel results in a return to the
2 probationary period.

3 Compensation for damages in the following amounts:

4 **\$3,000,000.00** from each Defendant for Breach of Contract;
5 **\$3,000,000.00** from each Defendant for Fraud; **\$3,000,000.00** from
6 each Defendant for Bad Faith; **\$3,000,000.00** from each Defendant
7 for Abuse of Process; **\$3,000,000.00** from each Defendant for
8 Malicious Prosecution; **\$3,000,000.00** from each Defendant for
9 Intentional Infliction of Emotional Distress; **\$3,000,000.00** from
10 each Defendant for Intentional Infliction of Financial Distress;
11 **\$3,000,000.00** from each Defendant for Intentional Infliction of
12 Social Distress; **\$3,000,000.00** from each Defendant for
13 Maladministration; **\$3,000,000.00** from each Defendant for
14 Malfeasance; **\$3,000,000.00** from each Defendant for Malpractice;
15 Punitive Damages of **\$10,000,000** from each Defendant, and an
16 additional 1/3 of each Defendant's total for Legal costs and
17 fees.
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22 Dated this Saturday, February 01,
23 2020
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Marion Bochette
Johnnie Ann Carroll
Robert M Cox

Marion Bochette
Johnnie Ann Carroll
Robert M Cox
105 Oakdale Dr
Summerville, SC
29483

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Post Script

Plaintiff reserves the right to amend this complaint, and stipulates that this complaint serves as a rough outline and not a full explanation, so any decision(s) made regarding this complaint without a full hearing before the Supreme Court of the State of South Carolina is/are not only violation(s) of Plaintiffs' Civil Rights, but also cause(s) for additional damage(s) to Plaintiffs, transforming those responsible into Defendants in this ongoing situation.

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