

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM JASPER COUNTY

Court of Common Pleas
The Honorable Carmen T. Mullen, 14th Circuit Court Judge
Trial Court No 2017CP2700386

Appellate Case No. 2018-002186

Greg Hackney.....Appellant

V.

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

Record of Appeal

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SC Court of Appeals

Greg Hackney
Appellant
Self-Represented
6125 Roswell Road #503
Sandy Springs, Ga. 30328
678-855-2975


Greg Hackney

2/14/2020
Date

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STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF JASPER)

CIVIL ACTION NO.: 2017-CP-27-00386

FIRST TEAM HYUNDAI, LLC d/b/a
HILTON HEAD HYUNDAI,)

PLAINTIFF,)

v.)

GREG S. HACKNEY,)

DEFENDANTS.)

**ORDER DENYING PLAINTIFF'S
MOTION FOR TEMPORARY
RESTRAINING ORDER
AND/OR PRELIMINARY INJUNCTION**

THIS MATTER came before the Court on Plaintiff's Motion for Temporary Restraining Order and/or Preliminary Injunction filed with this Court on September 22, 2017 and Plaintiff's Amended Motion for Temporary Restraining Order and/or Preliminary Injunction filed October 6, 2017. A hearing was held on October 24, 2017. Present at the hearing were John Lyons, as representative for Plaintiff First Team Hyundai ("Plaintiff"), Plaintiff's Counsel, Bradford N. Martin, and Defendant Greg S. Hackney, appearing *pro se*. Having reviewed the pleadings in this matter, relevant case law, and having heard the arguments of the parties, for the following reasons, Plaintiff's Motion is Denied.

BACKGROUND

Plaintiff is engaged in the business of automotive sales and repair and claims a good reputation in the community is crucial to this business. Defendant, by all accounts, a dissatisfied customer, has been appearing daily outside of Plaintiff's place of business and admits to accusing the dealership of lying and committing fraud by way of written signs and oral statements to passers-by. On September 4, 2017, Plaintiff issued a Trespass Notice to the Defendant, at which time the Defendant moved to the right-of-way in the highway adjacent to Plaintiff's business. Plaintiff filed

a Summons and Complaint on September 17, 2017 for Injunction and Defamation and claims Defendant is engaged in both libel and slander as he is using written signs and making allegedly defamatory statements to passers-by. Plaintiff now seeks an order restraining and enjoining Defendant from publishing allegedly defamatory statements about the Plaintiff, whether in writing or orally as well as any other person or entity, in like manner, who are in active concert or participation with the Defendant.

ANALYSIS

To obtain an injunction, a party must demonstrate irreparable harm, a likelihood of success on the merits, and the absence of an adequate remedy at law. *Denman v. City of Columbia*, 691 S.E.2d 465 (S.C. 2010). A preliminary injunction is an extraordinary remedy never awarded as of right; in each case, courts must balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the requested relief. *Winter v. Natural Resources Defense Council, Inc.*, 129 S. Ct. 365 (U.S. 2008).

Irreparable Harm

A plaintiff must make a "clear showing" that he is likely to suffer irreparable harm if the preliminary injunction is denied. *Hodges v. Abraham*, 253 F. Supp. 2d 846 (D.S.C. 2002). Plaintiff's Complaint and motions for injunctive relief provide only conclusory statements regarding irreparable harm to the Plaintiff. The affidavit provided in support of these allegations states that multiple calls were received reporting the Defendant's actions to the Plaintiff, and that out of these calls, two callers stated they decided not to do business with the Plaintiff based on the Defendant's actions. However, the Plaintiff did not establish that the callers in question based their decision on the alleged defamatory comments at issue in this case. At the hearing, Mr. Lyons testified regarding the customer service index numbers from the past quarter but was unable to

attribute any decline to the Defendant with specificity. Mere conjecture is not sufficient as it is not enough for a Plaintiff to show the possibility of irreparable injury; rather, it must "demonstrate that irreparable injury is *likely* in the absence of an injunction." *Winter v. Natural Resources Defense Council, Inc.*, 129 S. Ct. 365 (U.S. 2008) (emphasis in original). Accordingly, this Court finds Plaintiff has failed to satisfy his burden that it is likely to suffer an irreparable injury if its motions for a temporary restraining order and/or preliminary injunction are not granted.

Given this conclusion, the Court need not address the other prongs of the preliminary injunction analysis required for a temporary injunction. See *Winter v. Natural Resources Defense Council, Inc.*, 129 S. Ct. 365 (U.S. 2008) (failure to prove even one factor necessary for a preliminary injunction will preclude such relief). However, it is important to note that even if the Plaintiff had established the existence of some irreparable harm, the balance of harms would still weigh in favor of denial as Defendant has demonstrated he would suffer damages of the most serious kind if an injunction was issued, a violation of his free speech rights under the First Amendment. Plaintiff has not shown the danger to be avoided to be so great or so imminent as to justify the invasion of constitutional freedoms.

Prior Restraint

It is a well-settled principle at the intersection of First Amendment law and preliminary injunctive relief practice that the loss of First Amendment freedoms, even for short periods of time, constitutes "irreparable injury." See *Elrod v. Burns*, 427 U.S. 347, 373, 96 S. Ct. 2673 (1976) ("The loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury"). Further, prior restraints, in the form of preliminary injunctions to "enjoin a libel," are "prior restraints on speech and publication [which] are the most serious and least tolerable infringement on First Amendment rights." *Tory v. Cochran*, 544 U.S. 734, 738, 125

S. Ct. 2108, 161 L. Ed. 2d 1042 (2005). As a result, injunctive relief has not traditionally been available in actions for slander or libel and has been found to be constitutional only in exceptional cases¹ none of which are present in the instant case. *Tory v. Cochran*, 544 U.S. 734, 738, 125 S. Ct. 2108, 161 L. Ed. 2d 1042 (2005).

CONCLUSION

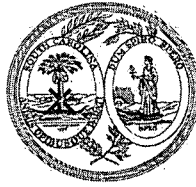
Based on the foregoing, Plaintiff's motions for a temporary restraining order and/or preliminary injunction in this matter is hereby denied.

IT IS ORDERED.

Carmen Tevis Mullen
Chief Administrative Judge
Fourteenth Judicial Circuit

October ____, 2017
Ridgeland, South Carolina

¹ Exceptions initially were limited to speech threatening the nation's military security, obscene speech, or "incitement to acts of violence and the overthrow by force of orderly government." *Near v. Minnesota*, 283 U.S. 697, 51 S.Ct. 625, 75 L.Ed. 1357 (1931). Modern cases considering the question have permitted independent grounds for equitable relief including the protection of property rights, to restrain illegal conspiracies or coercion, or to avoid multiplicity of actions to not be inhibited merely because of the fact that its exercise involves prior restraint on publications. 47 A.L.R.2d 715 (Originally published in 1956).



Jasper Common Pleas

Case Caption: First Team Hyundai, Llc DbA Hilton Head Hyundai VS Gregory Hackney

Case Number: 2017CP2700386

Type: Order/Other

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2017-10-31 10:16:45 page 5 of 5

COUNTY OF JASPER

CASE NO. 2017-CP-27-00386

First Team Hyundai, LLC dba Hilton Head
Hyundai

PLAINTIFF(S)

Greg S. Hackney

DEFENDANT(S)

Submitted by: Crystal H. Swinford

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: Plaintiff's Motion for Reconsideration of this Court's Order, dated October 31, 2017, denying Plaintiff's Motion for Temporary Restraining Order and/or Preliminary Injunction is respectfully denied without rehearing.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

2142

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or _____ placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

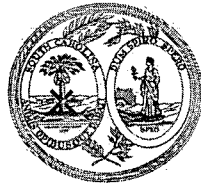
CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Jasper Common Pleas

Case Caption: First Team Hyundai, Llc DbA Hilton Head Hyundai VS Gregory Hackney

Case Number: 2017CP2700386

Type: Order/Form 4

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2017-12-06 10:10:22 page 3 of 3

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER) FOR THE FOURTEENTH JUDICIAL
CIRCUIT

First Team Hyundai, LLC dba Hilton Head)
Hyundai,)
) C. A. No. 2017-CP-27-0386
) Plaintiff,)
) v.)
) ORDER GRANTING PLAINTIFF'S
) PARTIAL MOTION FOR SUMMARY
) JUDGMENT AND DISMISSAL OF
) COUNTERCLAIMS
) Greg S. Hackney,)
) Defendant.)
_____)

THIS MATTER came before the Court on Plaintiff's Partial Motion for Summary Judgment and dismissal of Defendant's Counterclaims filed on August 23, 2018. A hearing was held on October 31, 2018. Present at the hearing were Bradford N. Martin representing Plaintiff, First Team Hyundai ("Dealership"), and Defendant, Greg S. Hackney, appearing *pro se*.¹ Defendant handed to the Court a 220 page response to the Motion. I have reviewed the pleadings in this matter, the relevant case law, the memoranda and exhibits filed, and have heard the arguments of the parties. For the following reasons, Plaintiff's Motion for Partial Summary Judgment is GRANTED, and Defendant's Counterclaims are DISMISSED.

BACKGROUND

Plaintiff is engaged in the business of automotive sales and repair and claims a good reputation in the community is crucial to its business. Defendant, is a dissatisfied customer, has been appearing for more than a year outside of Plaintiff's place of business, and admits to accusing the Dealership of

¹ A *pro se* litigant who knowingly elects to represent himself assumes full responsibility for complying with the substantive and procedural requirements of the law. *State v. Burton*, 356 S.C. 259, 265 n.5, 589 S.E.2d 6, 9 n.5 (2003)

lying and committing fraud by way of written signs and oral statements to passersby. On September 4, 2017, Plaintiff issued a Temporary Trespass Notice to the Defendant, at which time he moved to the right-of-way in the highway adjacent to the Plaintiff's business. Plaintiff filed a Summons and Complaint on September 17, 2017 for injunction and defamation and claims Defendant is engaged in both libel and slander.

Defendant filed his 125 page "Response to Complaint" on October 23, 2017. Defendant then filed an Amended Answer and "Counter Complaint" on November 22, 2017, which Plaintiff answered on December 20, 2017. I previously denied the Dealership's Motion for a Temporary Restraining Order. Plaintiff now seeks a Partial Motion for Summary Judgment based on the evidence along with a permanent injunction to keep the Defendant, as well as any other person or entity, in like manner, who are in active concert or participation with the Defendant, from publishing allegedly defamatory statements about the Plaintiff, whether in writing or orally. Plaintiff also seeks dismissal of Defendant's Counterclaims.

Defendant has had at least four iterations of his signs. His first stated, under the Dealership's name:

LIES LIES FRAUD FRAUD

After Defendant was placed on Trespass Notice, he changed the sign to read under the Dealership's Name:

UNPROFESSIONAL

UNETHICAL

HARRASSMENT

INTIMIDATION

His next sign read:

UNTRUSTWORTHY

LIES LIES

LIARS

UNETHICAL

Finally, Defendant produced a sign under the Dealership's name that stated:

LIES

LIAR

BAIT N SWITCH

Defendant contends his signs and comments are protected by the First Amendment of the United States Constitution.

SUMMARY JUDGMENT STANDARD

Summary Judgment is proper where there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. *R.J. Hendricks II v. Clemson Univ.*, 553 S.C. 449, 445, 578 S.E. 2d 711, 714 (2003). "In determining whether any triable issues of fact exist, the evidence and all inferences which can reasonably be drawn from the evidence must be viewed in the light most favorable to the nonmoving party." *Bishop v. South Carolina Department of Mental Health*, 331 S.C. 79, 85, 502 S.E. 2d 78, 81 (1998).

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. *Miller v. Blumenthal Mills Inc.*, 365 S.C. 2d. 204, 220, 616 S.E. 722, 730 (Ct. App. 2005). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case... the nonmoving party must come forward with specific facts showing there is a genuine issue for trial." *Id.*

LAW/ANALYSIS

I. Summary Judgment as to Plaintiff's Defamation Cause of Action

The elements of defamation include: 1) a false and defamatory statement concerning another; 2) an unprivileged publication to a third-party; 3) fault on the part of the publisher; and 4) either actionability of the statement irrespective of special harm or the existence of special harm caused by the publication. *Murray v. Holnam, Inc.*, 344 S.C. 129, 139, 542 S.E.2d 743, 748 (Ct.App 2001). I will address each of Defendant's statements separately.

A. Are Defendant's Statements Actionable *Per Se*?

Slander "is actionable *per se* when the Defendant's alleged defamatory statements charge the Plaintiff with one of five types of acts or characteristics: 1) commission of a crime of moral turpitude; 2) contraction of a loathsome disease; 3) adultery; 4) chastity; or 5) unfitness in one's business or profession." *Goodwin v. Kennedy*, S.C. 30, 36, 552 S.E. 2d. 319, 322-23 (Ct. App. 2001). Defendant's actions fall into the fifth category.

Libel is actionable if it involves written or printed words that tend to degrade the person in the estimation of his friends or acquaintances or the public or to disgrace him. *Holtzscheiter v. Thomson Newspapers, Inc.* 332 S.C. 502, 506 S.E. 2d 497 (Holtzscheiter II). Essentially, libel is actionable *per se*. Defendant's signs meet this definition if the statements are untrue.

Defendant is accusing the Dealership of being unfit in its business; therefore, his statements are actionable *per se* and it is unnecessary for Plaintiff to prove special damages.

B. Are Defendant's Statements False as a Matter of Law?

1. Evidence of bait and switch

Defendant accuses the Dealership of a specific type of unethical business practice: "the bait and switch." 16 C.F.R. § 238 defines "bait advertising":

Bait advertising is an alluring but insincere offer to sell a product or service which the advertiser in truth does not intend or want to sell. Its purpose is to switch consumers from buying the advertised merchandise, in order to sell something else, usually at a higher price or on a basis more advantageous to the advertiser.

The allegation that a car dealership engages in tactics such as “bait and switch” advertising has the potential to be particularly harmful.

Defendant presents no evidence that the Dealership was involved in bait and switch tactics. When asked to specify any evidence of bait and switch, Defendant claimed the following: 1) he asked to speak to the “Boss and/or General Manager” but was referred to the New Car Sales Manager; 2) he was asked to return the Hertz rental car prior to receiving his car; and 3) an employee told him the Dealership owned the Hertz rental location near the store.

Defendant does not allege that he came to the Dealership to purchase one product only to be switched to another. Instead, he came to the Dealership because he hit a pothole and needed bodywork and mechanical work to repair his car. Therefore, by definition, his claims do not constitute a “bait and switch.” Therefore, Defendant’s accusing the Dealership of “bait and switch” are false and defamatory as a matter of law.

2. Evidence of Fraud

Defendant’s statements accuse the Dealership of “lies” and “fraud.” In order to prove fraud, Defendant must present admissible evidence of a material fact supporting each of the following elements: 1) a representation; 2) its falsity; 3) its materiality; 4) either knowledge of its falsity or a reckless disregard of its truth or falsity; 5) intent that the representation be acted upon; 6) the hearer’s ignorance of the falsity; 7) the hearer’s reliance on its truth; 8) the hearer’s right to rely thereon; and 9) the hearer’s consequent and proximate injury. *Ardis v. Cox* 314 S.C. 415, 515, 431 S.E.2d 267, 269 (Ct. App. 1993). Fraud is not presumed but must be shown by clear and convincing evidence. *Id.* The failure to prove any element of fraud or misrepresentation is fatal to the claim. *Austin v. Stokes*—

Craven Holding Corp., 387 S.C. 22, 50, 691 S.E.2d 135, 149 (2010).

a. Defendant's claims of false statements by the Dealership.

i. The vehicle had to be repaired at the Dealership because it was too dangerous to drive to Atlanta

The Dealership was alerted to the engine recall in the course of inspecting the damage caused by the pothole. As a dealer of Hyundai automobiles, it checks vehicles in its Service Department for applicable recalls. It is undisputed that Defendant's car was subject to a recall. Hyundai's recall information indicated that the car could stall while being driven. The Dealership was instructed by the manufacturer to test all cars within the recall and, if they failed, to replace the engine.

A test performed by the Dealership showed that the engine failed the recall test and had to be replaced. The Dealership truthfully explained all of these facts to the Defendant. *See Armstrong v. Collins* 366 S.C. 204, 621 S.E. 2d 368, 375-76 (Ct. App. 2005) (citing *Brown v. Stewart*, 348 S. C. 33, 42, 557 S. E 2d 676, 680-81 (Ct. App. 2001) (noting that fraudulent misrepresentation "requires the conveyance of a known falsity.") As a matter of law, I find there is nothing false about the Dealership informing Defendant of the failed engine, and the obvious danger if it stalls while being driven on the interstate. It was also not a lie to mention the danger of a potential stall.

After being provided with the information regarding the recall, Defendant signed the Repair Order, agreeing that the car would be repaired. The Dealership did not have a duty to inform Defendant that he could take the risk to drive back to Atlanta. The element of "false misrepresentation" cannot be premised upon silence when there is no duty to speak. *See Pitts v. Jackson National Mutual Life Insurance Company*, 352 S.C. 319, 334, 574 S.E. 2d 502, 509 (Ct. App. 2002). Therefore, there is no admissible evidence to support Defendant's allegation that the Dealership committed fraud by replacing the engine without informing him of the option to take the risk on the drive back to Atlanta.

ii. The engine was not replaced with a new engine

Defendant now states that he is not claiming that the Dealership failed to install a new engine. Further, the evidence in the record shows that the recall repair was performed by the installation of a new engine. Therefore, there can be no fraud based on this allegation.

iii. The Dealership employees never get involved in a quote related to any accident

The undisputed evidence, in the light most favorable to the Defendant, shows that he expected GEICO to pay for the repairs, less his deductible. Therefore, GEICO had the sole and final authority to authorize payment for repairs to the Hyundai.

The undisputed evidence shows that GEICO's claims adjuster authorized replacement of different underbody shields than those included in the Collision Center's estimate and approved additional repairs after Defendant picked up the car from the Dealership. Therefore, it cannot be false that the Dealership's employees would state they do not get involved with the insurance company's quotes and what they will or will not approve. Therefore, this cannot be a basis for a fraud claim, and alleging fraud would be slanderous.

iv. The requirement that the Defendant had to return the rental car

Defendant does not claim the Dealership made a false statement to him regarding the return of the rental, only that he was required to return the rental to retrieve his car. It is undisputed that the rental car was delivered to Defendant at the Dealership and eventually had to be returned to Hertz. Rental cars are routinely provided while repairs are performed and are usually returned when the car is ready. Defendant admits that Hertz told him the rental car had to be returned or it would be reported as stolen. Defendant further admits that he attempted to return the rental car to the Hertz location at the Hilton Head Airport and was informed that he could not do so. Defendant also admits that he was told by two Jasper County Sheriff's deputies that he needed to return the Hertz rental car prior to

receiving his car.

Finally, Defendant admits that he did not act in reliance upon any statements by the Dealership. Defendant did not return the rental car until he was instructed to do so by the Jasper County Sheriff's Office. Defendant admits that he was informed by Deputy Dobson that Hertz requested the Deputy to get the rental to make sure it was returned. Therefore, as a matter of law, there is no fraud by the Dealership with respect to obtaining the rental car before returning the Hyundai.

v. The Dealership owned the Hertz Office on their premises

Defendant claims that a representative or manager from the Dealership told him they owned the Hertz on their premises. Defendant admits that the statement was made after he returned the rental car; therefore, it is not material: it could not have been made with the intent for the Defendant to rely upon it. Therefore, it is not a fraudulent as a matter of law.

In conclusion, as a matter of law, none of the statements alleged by the Defendant were fraudulent. Thus, his publishing statements almost daily for over a year that the Dealership engaged in "lies" and "fraud" were defamatory as a matter of law.

3. Evidence the Dealership Acted Unethically

Defendant claims the Dealership acted unethically in the following manner:

a. When its security officer followed him into the Walmart parking lot

A Dealership employee did observe Defendant for several minutes in the Walmart parking lot because he was concerned about Defendant's previous erratic behavior at the Dealership. I find that it is not unethical for a business to express concern for the safety of its employees and customers: this is a legitimate business purpose².

² Defendant cites a criminal statute, S.C. Code 16-3-1700 that requires 'a pattern of intentional, substantial and unreasonable intrusion into the private life of a targeted person that serves no legitimate purpose...' Defendant has failed

Defendant admits the employee did not approach him, nor did he follow him into any private areas. Defendant admits that he approached the employee while he was inside his parked car in the parking lot. Defendant admits he threatened the Dealership employee that he would use a six-iron if followed again. There is nothing unethical in having a security person follow a customer who exhibited erratic behavior into an adjacent parking lot in close proximity to the Dealership. Further, the matter was investigated, and no charges were brought. As a matter of law, the Dealership did not act unethically when its security officer observed Defendant at the Walmart on this one occasion.

b. The New Car Sales Manager addressed his concerns when he asked to speak with the owner or General Manager

On its face there is no evidence of unethical behavior related to this encounter. Defendant admits that the individual identified himself as the New Car Sales Manager. There is no possible claim of unethical behavior on the Dealership's account based on these undisputed facts. The Dealership does not act unethically by asking a manager to help, even from another department, in an attempt to deal with a customer's complaint.

c. The TeleCheck machine could not read his check.

TeleCheck is a service in which the authenticity of checks are examined in order for that company to guarantee the check. Defendant admits that the check was old and admits that the TeleCheck machine was unable to read it. It is a common business practice to use a check verification machine, especially for a check as large as \$1,000. Defendant's claim that a different machine at a different location was able to read the check later is not evidence of unethical or unprofessional behavior on the part of the Dealership.

to present sufficient evidence to support such a charge.

4. Evidence of Harassment or Intimidation

- a. Defendant claims he placed his personal belongings along the 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 an employee of the Dealership stole his sign

Defendant presented no admissible evidence that any of these acts were committed by the Dealership or at its direction. The Jasper County Sheriff's Office's investigated Defendant's claims that his keys and briefcase were stolen. The Sheriff's office did not find sufficient evidence to bring charges related to any of Defendants' claims. Defendant admitted that he placed his keys and briefcase alongside a busy highway while he was picketing.

Defendant claims that on one occasion he saw an unknown person who was dressed in a similar manner to a Dealership salesman take his sign. Defendant has presented no evidence that the unknown person was acting at the direction of the Dealership. If a servant acts for some independent purpose of his own, wholly disconnected with the furtherance of his masters' business, his conduct falls outside the scope of his employment. *Hancock v. Aiken Mills*, 180 S.C. 93, 185 S.E. 188 (1936).

Plaintiff is in the business of selling and servicing automobiles. None of the acts alleged by the Defendant can be said to be in furtherance of Plaintiff's business. Defendant may have issues with the reaction of one or more individuals in response to his publications; however, there is no evidence that these activities were at the direction of the Dealership or in furtherance of its business. Therefore, I conclude that it is defamatory to accuse the Dealership of acting unethically.

C. Unprivileged Publication

It is well established that tort liability under state law, even in the context of litigation between

private parties, is circumscribed by the First Amendment. *See New York Times v. Sullivan*, 376 U.S. 254, 264-65, 84 S.Ct. 710, 11 L.Ed 2d 686 (1964). Where, as here, the First Amendment is implicated by the assertion of tort claims arising from speech, this Court has the obligation “to make an independent examination of the whole record” in order to make sure that my decision “does not constitute forbidden intrusion on the field of free expression.” *Bose Corp. v. Consumers Union of U.S. Inc.*, 466 U.S. 485, 499, 104 S.Ct. 1949, L.Ed. 2d 502 (1984).

United States Supreme Court opinions must be considered in conjunction with any state court decisions:

Since the 1960s, the Supreme Court has attempted “to define the proper accommodation between the law of defamation and the freedom of speech... protected by the First Amendment. *Gertz v. Robert Welch Inc.* 418 U.S. 323, 338 (1974). The effect of these decisions has been the interweaving of federal constitutional principles into the fabric of state defamation law. Because state defamation rules have become inextricably tied to these constitutional principles, it is not possible to review defamation issues in a state law vacuum.

Holtzscheiter II, 332 S.C. 502, 517, 506 S.E. 2d 497, 505 (Toal, J. concurring in result in separate opinions.)

The United States Supreme Court has held that there is “no constitutional value in false statements of fact” *Gertz v. Robert Welch Inc.* 418 U.S. 323, 338 (1974). Such false statements do not materially advance society’s interest in “uninhibited, robust, and wide-open” debate on public issues and “are no essential part of any exposition of ideas, and are of such slight social value as a step to truth that any benefit that may be derived from them is clearly outweighed by the social interest in order and morality.” *Jablonski v. New Hampshire*, 315 U.S. 568, 572 (1942). The Supreme Court has stated that “[f]alse statements of fact are particularly valueless; they interfere with the truth seeking function of the marketplace of ideas, and they cause damage to an individual’s reputation that cannot easily be repaired by counter speech, however persuasive or effective.” *Hustler Magazine*

v. Falwell, 485 U.S. 46, 51 (1988).

Therefore, the Supreme Court has recognized that the type of speech to which state tort liability may attach is relevant. *Milkovich v. Lorain Journal Co.*, 497 U.S. 1, 16, 110 S.Ct. 2695, 111 L.Ed. 2d (1990) is instructive. In *Milkovich*, the Supreme Court assessed whether a newspaper enjoyed First Amendment protections for a column that referred to a wrestling coach as a “liar,” based on his allegedly deceitful testimony before a state athletics council. 497 U.S. at 4-5. The newspaper maintained that the column merely stated its author’s opinion, and thus was subject to categorical First Amendment protection. *Id.* at 17-18. The Supreme Court rejected this contention, ruling instead that the “dispositive question” was “whether a reasonable fact finder could conclude that the statements in the [newspaper] column imply an assertion that [the coach] perjured himself in a judicial proceeding.” *Id.* at 21. Concluding that the column’s assertions were “susceptible of being proved true or false,” the Court determined that they were not protected by the First Amendment. *Id.*

Although there is no categorical constitutional defense for statements of “opinion,” the First Amendment protects “statements that cannot ‘reasonably [be] interpreted as stating actual facts’ about an individual.” *Milkovich*, 497 U.S. at 20. As to the Defendant’s signs and statements, I find the only reasonable interpretation is that they are stating actual facts that are defamatory. In light of *Milkovich*, I find that the Defendant’s statements were “susceptible of being proved true or false,” and are likewise not protected by the First Amendment.

Further, Defendant’s grievances are of a purely private concern. He has other remedies available to him and should not be allowed to damage the Dealership’s reputation with his false statements. Defendant’s false claims that he was treated unprofessionally, intimidated, and harassed are based on the Dealership’s alleged treatment of him after he began picketing. Defendant’s signs do not inform the public that his unsubstantiated claims are based on the manner in which he was

treated while protesting; instead, the signs imply that the Dealership is unethical in its business practices.

The Court of Appeals for the Ninth Circuit found that the phrase "THIS MEDICAL FACILITY IS FULL OF RATS" was defamatory and affirmed the granting of an injunction. *San Antonio Comm. Hosp. v. Southern Cal. Dist. Council of Carpenters*, 125 F.3d 1230 (9th Cir. 1997). The Carpenters Union argued that the term "rat" had an historical meaning in the context of labor disputes and that it was merely publicizing the facts of its labor dispute. The Ninth Circuit disagreed, finding that the most natural reading of the term was that the hospital had a rodent problem, thus deterring patients from using the hospital. Statements made by Defendant likewise imply that the Dealership is dishonest in its business dealings and are designed to deter customers from doing business with the Dealership.

D. Publishing Statements to Third Parties

Defendant admits he published the statements by standing with his signs on a public roadway for over a year and speaking to passersby regarding his statements about the Dealership.

E. Damages

The Dealership has established a good reputation in the community and had high customer satisfaction ratings. The Dealership has experienced a reduction in sales during the period of Defendant's defamatory action. Customers informed the Dealership that they were not purchasing cars because of the Defendant's statements.

Therefore, this Court finds that Defendant's statements that the Dealership is acting fraudulently, unprofessionally, untrustworthily, dishonestly, unethically, or has engaged in bait and switch activities are defamatory as a matter of law. This Court further finds the speech is not protected by the First Amendment. Plaintiff's Partial Motion for Summary Judgment is therefore GRANTED

as to its defamation cause of action.

II. PERMANENT INJUNCTION

The United States Supreme Court has made it clear that defamatory speech is not protected by the First Amendment. See *Beauharnais v. Illinois*, 343 U.S. 250 (1951) (Frankfurter, J) (libelous utterances are not...within the area of constitutionally protected speech.) United States Supreme Court authority is binding on courts in South Carolina when it deals with constitutional rights.

As set forth above, Defendant's signs and statements are defamatory as a matter of law. In addressing unprotected pornographic speech, the Supreme Court stated:

...liberty of speech... is not an absolute right, and that "the protection even as to previous restraint is not absolutely unlimited."

Kingsley Books Inc. v. Brown 354 U.S. 436, 441 (1957) (Frankfurter, J)

The rule has been stated as follows:

[T]he prohibition [against enjoining defamation] is not absolute, as there are exceptional cases in which a prior restraint is acceptable. For instance, an injunction would issue to prohibit a defendant from reiterating statements which had been found in current and prior proceedings to be false and libelous to prevent future injury to the libel plaintiff's personal reputation and business relations. An injunction restraining the publication of matter defaming a plaintiff personally [is] proper where there [is] no adequate remedy at law because of the recurrent nature of the defendant's invasions of the plaintiff's rights, the need for a multiplicity of actions to assert the plaintiff's rights, the imminent threat of continued emotional and physical trauma, and the difficulty of evaluating the injuries in monetary terms.

42 Am.Jur.2d, Injunctions, § 97 (2010) (footnotes omitted)

The Pittsburgh Commission on Human Relations held that petitioner had violated a city ordinance by using an advertising system in its daily newspaper whereby employment opportunities were published under headings designating job preferences by sex. *Pittsburgh Press Co. v. Pittsburgh Comm. on Human Relations*, 413 U.S. 376, 390 (1973). The United States Supreme Court affirmed the lower court's bar to referring to sex in employment headings, unless the want ads placed beneath them related to employment opportunities not subject to the ordinance's prohibition against sex

discrimination. The Supreme Court recognized that where an order is based on a continuing course of repetitive conduct, the court is not asked to speculate as to the effect of publication. In the present case, Defendant has engaged in a continuing course of conduct for over a year and it is known to have a detrimental effect on the Dealership. Therefore, an injunction would be appropriate.

The First Circuit likewise has stated that an “injunction that is narrowly tailored, based on a continuing course of repetitive speech, granted only after a final adjudication on the merits that the speech is unprotected, does not constitute an unlawful prior restraint.” *Auburn Police Union v. Carpenter*, 8 F.3d 886, 903 (1st Cir. 1993). *See also McCarthy v. Fuller*, 810 F.3d 456, 462 (7th Cir. 2015) (stating that, although the Supreme Court “has not yet addressed the issue,” “[m]ost courts would agree . . . that defamatory statements can be enjoined . . . provided that the injunction is no ‘broader than necessary to provide relief to plaintiff while minimizing the restriction of expression.’” (quoting *Balboa v. Island Vill. Inn, Inc. v. Lemen*, 156 P.3d 339, 352 (Cal. 2007))). Therefore, this Court finds that a permanent injunction preventing Defendant from publishing the defamatory statements that the Dealership acted fraudulently, unprofessionally, untrustworthily, dishonestly, unethically, or has engaged in bait and switch activities is hereby GRANTED.

III. SUMMARY JUDGMENT REGARDING DEFENDANT’S COUNTERCLAIMS

A. Conversion

Conversion is an unauthorized assumption and exercise of ownership over goods or personal chattels belonging to another to the exclusion of the owner’s rights. *Steele v. Victory Savings Bank*, 295 S.C. 290, 368 S.E.2d 91 (Ct. App.1988). A claim of conversion is inapplicable where the “[i]ntention [is] good, the duration brief, the event harmless.” W. Page Keeton, et. al., *Prosser and Keeton on the Law of Torts* § 15.

The Dealership has a long-standing relationship with the Hertz rental office located nearby.

The Dealership originally arranged for the rental car while the engine recall was being performed and it is standard procedure for customers to return the rental when they pick up their vehicles. There is no dispute that the Defendant received his Hyundai after the rental was returned.

Defendant's claim is that he had a ten-minute conversation with an employee of the Dealership regarding whether he was required to return the rental car prior to receiving the Hyundai. Defendant refused to return the rental, and then called 911 to resolve the issue. Defendant admits that the Jasper County Deputy required him to leave the keys to the rental car before he obtained his Hyundai. This is standard operating procedure between rental companies and repair facilities, and therefore it does not meet the definition of conversion. The intention of the Dealership was to retrieve the Hertz car, the duration of keeping the Hyundai was brief, and it certainly was harmless as Defendant suffered no damages when the police required him to return the car. Therefore, summary judgment should be granted in the Dealership's favor as to Defendant's conversion cause of action.

B. Deceptive Service Tactics

Defendant brings a cause of action for "deceptive service tactics." The Court assumes he is suing for unfair trade practices. In order to maintain a cause of action under the South Carolina Unfair Trade Practice Act, Plaintiff must show:

- (1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected the public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s).

S.C.Code § 39-5-10 *et seq.* (Supp.2007).

Negligence alone is insufficient to establish an unfair or deceptive practice sufficient to support a claim under the SCUTPA. *See Clarkson v. Orkin Exterminating Co.*, 761 F.2d 189, 190-91 (4th Cir. 1985).

Defendant claims that the Dealership's statement that it was unsafe to drive the Hyundai back

to Atlanta when it failed the engine recall test was a "deceptive service tactic." The undisputed evidence is that the manufacturer identified the risk of a stall while operating the vehicle that failed the recall engine test. A stall on the interstate could create a dangerous driving condition.

The manufacturer further instructed the Dealership to replace any engine that failed the test. Defendant does not present any evidence that his vehicle was not subject to the recall, that his car did not fail the recall inspection, that his engine did not need to be replaced, or that he did not authorize the repair. Therefore, as a matter of law, disclosing the manufacturer's safety and recall information to a customer is not a deceptive service tactic or an unfair trade practice.

Defendant also claims the failure of the Dealership's TeleCheck machine to read his check was a "deceptive service – payment tactic." It is common practice for businesses to use companies that guarantee checks in case they bounce. It is a common practice that these companies have their own machines that are able to verify a check. Defendant admits the check was old and that he observed that it was unable to be read by the machine. I find is a matter of law that there's nothing deceptive in using a check verification system. Further, Defendant did not suffer any loss as a result of the inability of the TeleCheck machine to process this check. He admits that he returned the next day and used his sister's credit card to pay his deductible. Therefore, I find as a matter of law that Defendant has not made a claim for a deceptive service or trade practice.

C. Violation of Constitutional Civil Rights

Defendant has presented no evidence that his constitutional rights have been violated. Defendant does not have a constitutional right to publish defamatory statements. If Defendant had a right to publish defamatory statements, he has exceeded those rights. He has protested with his signs over the course of a year and has been interviewed by the local newspaper. Any further protesting would not serve any useful purpose in educating the public about the Dealership.

Defendant's claims that a Dealership employee stole his car keys, opened his windows, and stole his signs are all unrelated to any constitutional rights he may have. Defendant does not claim that these activities were done under color of law. *See Cousins v. Higgins*, Civil No. 1:14-CV-515-DBH (D. Me., June 15, 2015) (finding that volunteer firefighters did not violate Plaintiffs' freedom of speech by stealing a sign Plaintiffs erected in front of their burned buildings after a fire where the firefighters were not acting under color of law.)

D. Standard Business Guidelines and Practices Not Followed

Defendant alleges the Dealership failed to follow standard business guidelines and practices. However, he has presented no evidence as to which "standard business guidelines and practices" that the Dealership has a duty to follow. He has identified himself as an authority in what should constitute these business practices, but this does not rise to the level of a cause of action.

Furthermore, the evidence is not in dispute that the practices noted by Defendant are standard in the industry. Defendant notes that multiple supplemental service orders were created during the course of the service work on his vehicle. Vehicle repair orders often require supplementation as repairs are performed. A portion of the repair work was completed in the Dealership's service department. Separate repair orders were necessary for the work performed under the manufacturer's recall and the repairs covered by GEICO. Repair estimates were supplemented once additional information was provided to GEICO after its initial approval. These standard procedures are not deceptive.

Plaintiff's Motion for Summary Judgment as to Defendant's Counterclaims is, therefore,
GRANTED.

AND IT IS SO ORDERED.

The Honorable Carmen T. Mullen
Presiding Judge

_____, South Carolina

This _____ day of _____, 2018.



Jasper Common Pleas

Case Caption: First Team Hyundai, Llc DbA Hilton Head Hyundai VS Gregory Hackney

Case Number: 2017CP2700386

Type: Order/Summary Judgment

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2018-11-13 16:21:13 page 20 of 20

IN THE STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF JASPER	)	FOR THE FOURTEENTH JUDICIAL
	)	CIRCUIT
	)	
First Team Hyundai, LLC dba Hilton Head Hyundai,	)	
	)	C. A. No. 2017-CP-27-
	)	
Plaintiff,	)	
	)	
v.	)	COMPLAINT
	)	
Greg S. Hackney,	)	
	)	
Defendant.	)	
_____	)	

The Plaintiff, complaining of Defendant, would respectfully show to the Court:

1. Plaintiff is a corporation organized in the State of South Carolina and doing business in Jasper County.
2. Upon information and belief, Defendant is a citizen of the State of Georgia and currently living in Jasper County.
3. Jurisdiction and venue are proper in this court in that a substantial part of the events or omissions giving rise to this matter have occurred in Jasper County.

FOR A FIRST CAUSE OF ACTION
INJUNCTION

4. The allegations of the previous paragraphs are incorporated into this cause of action as though rewritten here.
5. Defendant brought his vehicle to the Plaintiff's service department after it was involved in an accident.
6. Plaintiff completed all authorized repairs related to the accident as well as performing an engine repair that was under a recall by the manufacturer.

7. Plaintiff first became upset when his check was declined by a third-party check processing company.

8. A dispute then arose over additional repairs that were declined by the Defendant's motor vehicle insurance carrier that Defendant wanted to have covered.

9. Finally, when the authorized repairs were completed and Plaintiff went to deliver Defendant's vehicle and retrieve the rental car, Defendant became highly agitated and called the police.

10. Plaintiff was required to have a Trespass Notice issued on September 4, 2017, at which time the Defendant moved to the right-of-way in the highway adjacent to Plaintiff's business.

11. Defendant has made defamatory statements about the Plaintiff through written signs and oral statements and has published the defamatory statements to by-passers outside of Plaintiff's business.

12. Plaintiff is injured by Defendant's defamatory statements and will suffer irreparable damage if an injunction is not granted.

13. Plaintiff requests a temporary and permanent injunction enjoining the Defendant from publishing the defamatory statements in any form.

FOR A SECOND CAUSE OF ACTION
DEFAMATION

14. The allegations of the previous paragraphs are incorporated into this cause of action as though rewritten here.

15. Defendant is making defamatory statements accusing the Plaintiff of fraud and lying.

16. Defendant published these statements to others.
17. The statements made by the Plaintiff are false and defamatory.
18. These statements were calculated to lower Plaintiff's reputation in the estimation of the community.
19. Defendant's statements were not privileged and were intentionally made to third parties.
20. Defendant's statements were made with actual malice.
21. Defendant's statements are slanderous *per se*.
22. The statements are malicious, deliberate and calculated to harm the reputation of Plaintiff. Accordingly, punitive damages are also requested.

WHEREFORE, Plaintiff prays for judgment against the Defendant as follows:

1. Actual damages in such amounts as may be proper;
2. Punitive damages;
3. For a temporary and permanent injunction against Defendant and an award of reasonable attorney's fees and costs;
4. For such other and further relief as to the court may be proper.

Respectfully submitted,

s/Bradford N. Martin
 Bradford N. Martin, Esq. (SC Bar No. 3658)
 Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
 Post Office Box 10410
 Greenville, South Carolina 29603
 (864) 552-9990
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ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC
DBA HILTON HEAD HYUNDAI

September 22, 2017

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF JASPER)

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

First Team Hyundai, LLC dba Hilton Head
Hyundai,

C. A. No. 2017-CP-27-

Plaintiff,

v.

VERIFICATION OF COMPLAINT

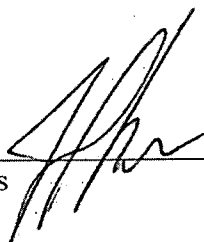
Greg S. Hackney,

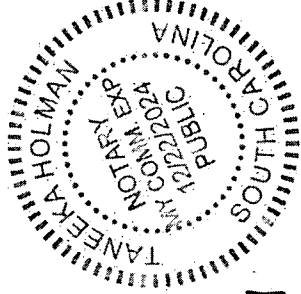
Defendant.

Personally appeared before me, an officer duly authorized to administer oaths, John Lyons, as representative of Plaintiff First Team Hyundai, LLC dba Hilton Head Hyundai, who states under oath that the facts contained in the foregoing Verified Complaint are true and correct, except those matters and things therein stated upon information and belief, and those he believes to be true and except as to the legal matters contained therein. This verification is based on the personal knowledge of the executing party, as well as his review of records maintained in the ordinary course of business and information obtained by and through agents and employees of First Team Hyundai, LLC dba Hilton Head Hyundai and its representatives.

The word usage and sentence structure may be that of the attorney assisting in the preparation of this pleading and does not necessarily purport to be the precise language of the executing party.

John Lyons





Sworn to and subscribed before me
This 21 day of September, 2017.

Tanekkah Holman

Notary Public for SC
My Commission Expires: 12/22/2024

IN THE STATE OF SOUTH CAROLINA
COUNTY OF JASPER

IN THE COURT OF COMMONS PLEAS FOR THE
FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC dba Hilton Head Hyundai

PLAINTIFF

V

Greg Hackney

DEFENDANT

AMENDED ANSWER

JURY TRIAL DEMANDED

CA 2017-CP-27-00386

FILED
JASPER COUNTY

2017 NOV -9 PM 3:41

I, Greg Hackney (Defendant), amend answer to complaint and demand a Trial by Jury.

Greg Hackney



JURY TRIAL DEMANDED

IN THE STATE OF SOUTH CAROLINA COUNTY
OF JASPER

IN THE COURT OF COMMONS PLEAS FOR THE
FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

C.A. 2017-CP-2700-386

V

Answer: Signature Copy
Amended (?)

Greg Hackney

Defendant

RESPONSE TO COMPLAINT:

Noted: Different Documents my name appears as Greg Hackney, Gregory Hackney and Greg S. Hackney! Noted, moving forward please use the following name to reference myself on all documents.

Greg S. Hackney

1. No response required
2. I am a citizen of the State of Georgia and not living in Jasper County! I am not sure where Jasper County Georgia is located: My Current address is 619 Sycamore Drive, Decatur, Ga. 30030
3. I am told the dealership is located in "County Only" even though the address is Hardeevill City. The legal Authority is Jasper County confirmed by the Sheriff's Office responding to my 911 call and addressing other Issues related to my activity in front of their business.

FOR A FIRST CAUSE OF ACTION INJUNCTION

4. No response required
5. On Tuesday May 23rd, 2017 I drove through a Pot Hole as clear damages to my vehicle I drove to Hilton Head Hyundai the following day Wednesday May 24th, 2017.
6. Plaintiff completed all the authorized repairs related to the accident as well as performing the engine repair that was under a recall by the manufacture

May 23rd, 2017 Auto Accident: In the evening I drove through a Pot Hole that was recently created by rain; the following day I measured the pot hole to be 18 inches deep and 10 ft. plus long.

The original Hilton Head Hyundai service person was Cory Johnson who terminated his employment with Hilton Head Hyundai sometime after May, 24th, 2017.

Corey provided the following to me on May 24th, 2017:

1. An estimated quote for the damages related to my vehicle per accident on May 23rd, 2017.
2. Notice, 4 recall items not completed based on my VIN Number including a New Engine Replacement based on Pass – Fail - Test they would run to confirm replacement.
3. Upon a Failed Engine Test, Cory called Hertz Rental Car that was located on New River Auto Mall property; a gentleman arrived and provided me a car billed to Hyundai Corporate (?) as noted the Engine Recall. He informed me that the past few Engine Replacements took an estimated 90 days.
4. In-take process of my car into their care.

Noted: I informed Corey that I would prefer to handle the recalls in Atlanta, Georgia but was informed the danger was at High Risk (Engine Recall) **and he demanded I leave the automobile** at Hilton Head Hyundai for the related recall. **Noted, False-Demand** as I could have had the recall completed in Atlanta!

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 23rd, 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 post the vehicle leaving Hilton Head Hyundai as per below **ONE-SEVEN**.

9/6/2017 Supplemental (\$1017.29)

One: Mid-Section Under Protection Garment: (Mechanical Part name may differ from recorded part)

On Tuesday May 23rd, 2017 the **Mid-Section Under Protection Garment** was barely hanging on the bottom of my car as it was ripped from the bolts holding it under the bottom of my car. I dragged it into Hilton Head Hyundai on Wednesday May 24, 2017.

Noted: I addressed the approved repair multiple times with Mickey, my Hilton Head Hyundai service person, informing him it was severely damaged when I drove through the Pot Hole thus damaging the Full Muffler Assembly Unit.

(Noted: Mickey was not the original service person who handled my service order/recalls/car in-take.)

(Full muffler Assembly Unit = from the front to the rear end of the car located above the Mid-Section Under Protection Garment.

On 7/28/2017 I delayed my trip back to Hilton Head Hyundai located in Hardeeville South Carolina because the repairs were still not completed. As a result they created a Second Supplemental Service Order and completed the replacement at their body shop where my car was located; the Mid - Section Under Protection Garment was not in stock as a result it took 5-7 days for the replacement. I assumed the replacement was completed.

On 8/25/2017 I arrived at the dealership to retrieve my car and return to Atlanta; one of many issues, the Mid-Section Under Protection Garment was not on my under my Car. I discussed many issues with Mickey and requested through Jessica, Hilton Head Service Manager, to speak with her Boss, General Manager or Owner; I was unethically escalated to the New Car Sales Manager who informed me they only replaced the Radiator Under Protection Garment as the Mid- Section Under Protection Garment was not approved by Geico. He was surprised at first that it was not replaced and left our meeting to inquire why a standard part, Mid- Section Under Protection Garment, was not replaced only to return with the ridiculous response per above. (Geico did not approve) He also reiterated the same lie as Jessica commenting they do not create insurance related estimated damages quotes as insurance companies (Geico) ONLY create the estimated damages quote and direct the associated dealership or shop to exactly repair/replace what the adjuster tells them. I immediately ended the meeting and made an effort to pay my deductible \$1,000 payment.

I had multiple conversation with Mickey, their body shop manager and Buck regarding the approved Mid-Section Under Protection Garment replacement as I was not aware there was a Radiator Under Protection Garment. Business Standard Guidelines and Principles followed, Hilton Head Hyundai Dealership would inform Geico a standard part adjacent to the Radiator Under Protection Garment was missing including it was damaged as a result of the damages that occurred on May 23rd 2017. Noted, Mickey was not the original Hilton Head Hyundai service person who gave me the original quote related to the accident, informed me of the recalls not completed, handled the in-take of my car and directed me to Hertz Rental Car located on the Peacock Auto Mall property.

On September 6th, 2017 I met with Buck and explained (AGAIN) Hilton Head Hyundai had taken off the damaged Mid-Section Under Protection Garment and not replaced the previously approved garment but replaced the adjacent Radiator Protection Garment as such he immediately approved the replacement to the Supplemental Record.

Makes sense? It was ripped off going through a Pot Hole confirmed by the damaged Full Muffler Assembly Unit it was to protect. Good Grief! If Standard Dealership Business Guidelines and Principles were followed the replacement would have been completed at the Hilton Head Hyundai Dealership.

TWO: Front Lights Alignment:

Upon receiving my car the headlights at night pointed straight down making driving very difficult; Buck commented probably because the front bumper replacement; the lights would have to be removed thus not aligned when put back in as such he immediately approved Front Lights Alignment to the Supplemental Record. Makes sense? Head light alignment after replacing the front Bumper; regardless the severe impact of the accident driving through a ditch may cause un-alignment. If Standard Dealership Business Guidelines and Principles were followed the adjustment would have been completed at the Hilton Head Hyundai Dealership.

THREE: Black Partition behind replaced Front Bumper: (Mechanical Part name may differ from recorded part)

(There was previous damage to the right front side of the Front Bumper)
Buck and I had a few direct conversations regarding the Front Bumper Replacement, as it was not included on the June 29th, 2017 estimate; after such conversations, Buck and I agree to split the front bumper replacement cost by

percent (50/50). Mickey informed me that Geico agreed to pay 100% of replacement. A Hilton Head Hyundai Supplemental Service Order and Geico Supplemental was required to process the replacement including my car being moved to Hilton Head Hyundai Body Shop. Upon my car arrival, the manager of the shop informed me I had to sign five new documents and asked for my email, I inquired why and she replied we do more serious work as such I refused and directed her to call Mickey if signatures were required. The issue was never addressed again.

There is a **Black Partition** behind the Front Bumper that is visible; on August 25, 2017 the Black Partition had gray paint spots; regardless, the partition should have been replaced with the Front Bumper Replacement as such he immediately added the **Black Partition** to the Supplemental Record.

Make sense to replace Black Partition as it was damaged and had silver paint that was visible and made the Front End view of the car look horrible. If Standard Dealership Guidelines and Principles were followed the Black Partition would have been replaced.

FOUR: Wheel Cover(s)

The accident required the right front wheel-rim, tire and wheel protection garment to be replaced. The wheel cover on the right front tire was severely damaged along with the associated wheel items stated above. Hilton Head Hyundai put the same severely damaged wheel cover back on the tire; noted it was also filthy and as such as such Buck immediately added **4 new wheel covers** to the Supplemental Record.

Makes sense? The right front wheel-rim, tire and wheel protection garment were approved replacement items and one would think to include the severely damaged wheel cover. If Standard Dealership Guidelines and Principles were followed the replacement would have been completed.

FIVE: Cracked front Window

(The right side of the window had a small crack from a rock propelled from a passing truck)

A crack on the left side of the window from top to bottom appeared: I am not clear if it was caused by the accident or at the dealership; regardless, he immediately added a replacement window to the Supplemental Record.

Makes sense to inquire about the window as the accident may have caused it to crack? If Standard Dealership Guidelines and Principles were followed the replacement would have been completed as such Buck immediately approved the Front Window Replacement.

9/27/2017 Supplemental (\$1,914) Est.

SIX: Left Rear CVC Joint: (Mechanical Part name may differ from recorded part)

On May 24th, 2017 Cory Johnson provided a quote that included the right and left rear wheel items to be replaced; I cannot remember exactly what the exact part names but my memory notes CVC Joints. I never physically received the documented quote from Hilton Head Hyundai or Geico but Mickey and I reviewed Geico's June 29, 2017 over the phone and there were no rear right or left axles or joints replacements or repairs. The original quote included the left and right rear CVC joints(?); Cory Johnson, my original Hilton Head Hyundai service person, commented the boys in the back were concerned how I actually drove to their dealership with 4 related wheel displacements and/or damaged axles/CVC Joints.

I had asked Mickey to review again with their mechanics to insure the rear CVC joints were not damaged; I travel a lot and did not want a rear wheel to fall off and cause a serious accident. A few days later he informed me that all were okay. I discussed my concerns with Buck Adele, he informed me on 6/29/2017 when he went to the dealership he did not look at the car and only quoted what Hilton Hyundai told him was damaged as a result of me driving through a Pot Hole on May 23rd, 2017. Noted, Moments earlier I had spoken to Jessica and she informed me they do not get involved in any insurance related damages quotes as insurance companies (Geico) ONLY create the estimated damages quote and direct the associated dealership or shop to exactly repair/replace

what the adjuster tells them. There were no repairs or replacements to any of the rear wheel associated standard parts as per their mechanics opinion.

On September 6th, 2017 Buck and I met at a Wendy's Parking lot; we did not have access to car lift as Geico required a visual review and a mechanics opinion before he could approve the rear CVC joints or any associated replacements.

On 9/27/2017 I was still in town and reviewed the CVC joints with Firestone Tire in Bluffton South Carolina; they lifted my car and informed me if there was damages to the axles or joints the associated weld's paint would begin peeling and in most case a bulge on or near the weld would appear. Noted, both were visible on the left rear CVC joints. Located in a parking lot across from Bluffton Tire and Auto Buck and I looked under the car at the joints and because the peeling paint and bulge on the weld was so apparent he did not require a car lift or mechanics opinion as such as such Buck immediately added a Left Rear CVC Joint to the Supplemental Record. The Right Rear CVC Joint did not have a visible bulge on the weld and the paint peel was very small so we agreed a replacement was not warranted.

NOTED: The bulge on the welding was very clear and I had noticed a few days after I met with Buck the first time; as noted buck did not require a lift as a flash light looking under the car was all that was required.

Hilton Head Hyundai did not see the peeling paint or bulge in the weld? If Standard Dealership Guidelines and Principles business were followed the replacement would have been completed.

SEVEN: 4 Wheel Alignment:

As per above, upon replacing the right rear CVC Joints alignment would be required as such Buck immediately added the Wheel Alignment to the supplemental record.

Hilton Hyundai had my car in care and the Standard Dealership Guidelines and Principles to inform Geico of damages that may have been caused by the accident but as such did not. Two parking lot meetings on September 6th, 2017 and September 27th, 2017 both of which included the same Geico adjuster Buck Adele rendered 7 approved repairs, replacements and/or alignments as such the answer to question 6 is NO as the supplemental documentation provided clearly identifies items that were approved by Geico but not performed by Hilton Head Hyundai.

6. (continued)

Engine Repair that was under recall by the Manufacturer.

I was told the recall was a FULL ENGINE REPLACEMENT! On August 25th, 2017 I asked Mickey about the Collateral/Document I received from Hyundai Corporate regarding the engine replacement and he said it was an addition to the recall as the documented print described a Power Train Assembly Unit. Noted, the collateral and letter were sent to my parents new residence; I did not know the address and Hyundai Corporate did not having that address on record prior/post or current. (Referenced VIN Number) In a meeting with John Lyons on September 13th, 2017 I reviewed the collateral and address. He confirmed with Hyundai Corporate the address had never been a record associated with my car including the name of record on the VIN was another person and the collateral was related to the Full New Engine Replacement Recall. John Lyons comments were a contradiction from Mickey's explanation of the collateral as his was an extension to a Power Train Assembly Unit.

On August 25th, 2017 I asked Mickey if 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 and as noted in number **THREE** I was unethically sent to the New Car Sales Manager who had nothing to do with Hilton Head Hyundai Service.

6. Related to Engine Repairs

NO, as the question should read Full Engine Replacement recall not Engine Repairs.

NOTED:

1. At present date I do not have any documentation regarding the Full Engine Replacement including Associated Warranty engine ID number etc.
2. **Corey Johnson 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 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 from Atlanta regarding my Hertz Rental Car as such a False Statement from John Lyons.
3. False Statement and Inaccurate Demand that resulted in Hilton Head Hyundai profiting from the Full Engine Recall.

7. Plaintiff first came upset when his check was declined by a third-party check processing company. August 25th, 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.

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

I contacted my Bank, First Citizens Bank and provided a letter that I am and was in Good Standing; I requested documentation confirming their statements to me that my account ending in 2709 has never been reported to any third-party check processing companies. I have received a verbal confirmation as such and waiting for the letter as it was mailed from their corporate office; upon receipt I will file in the court records.

NOTED:

1. Through my research calling the number 800 Number associated with their machine they could have called to verify the validity of the check.
2. It is my understanding if a check was declined the account holder would receive a letter in the mail how to resolve the issue and who to call etc.; (similar to a new credit denial (?)) I have not received any letter from a third-party Check System Company that it was declined.
3. There are 6 other Peacock Auto Mall Dealerships they could had walked to in an effort of good faith and confirm the validity of my check defined as approved or denied.

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 for purchase. I have requested documentation from their corporate office confirming the account ending in 2709 was approved on August 26th, 2017 and not reported to their associated third-party check cashing system.

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.

8. A dispute then arose over additional repairs that were declined by the defendant's motor vehicle insurance carrier that Defendant wanted covered. As expressed in "Number 6 -- Please Reference ONE and SIX

1. Mid-Section Under Protection Garment

I was very upset with Mickey and Jessica because the under garment was approved but clearly not on the car. I was dumbfounded to see the other issues described in number 6 as I was their customer and basic business and procedures from a Registered Hyundai Dealership could have easily shown the related damages as evidenced in a Wendy's Parking lot with my Geico Adjuster. My discussions were regarding the Mid-Section Under Protection Garment and they replaced the Radiator Under Protection Garment as per the Supplemental on 7/28/2017 that delayed my return to retrieve my vehicle.

2. CVC Joints

I had many discussions and concerns related to the rear CVC joints as they were on the original quote given by Cory Johnson. Hilton Head Hyundai reviewed twice and said they were not damaged; on 9/27/2017 I showed Buck the related damages on the left rear CVC Joints and he immediately approved.

3. Front Bumper

We did have direct conversation on the Front Bumper as I did have prior damages and we agreed to split by Percent 50/50 as such Geico later approved 100% payment.

Noted:

Who has not had dispute with their insurance company at one time or another; understanding, I had discussion from Atlanta and apparently no involvement with Hilton Head Hyundai aligning to simple accident related damages. The only declined part/replacement was the Front Bumper as it was previously damaged; the CVC Joints were not declined as Hilton Head Hyundai "The Expert" Geico used as a reference did not approved per belief the rear CVC Joints did not required replacement. The Mid-Section Under Protection Garment was not declined as both Buck and I thought it was approved and replaced only to confirm later it was the Radiator Under Protection Garment that was approved on the July 28th, 2017 Supplemental that delayed my return.

As per above: All items defined 1,2,3 as dispute over additional repairs were approved by Geico and payment rendered! Customers and vendors can have disputes/discussions and as noted above agreement - resolution defined as replacement paid for by my Insurance Company Geico.

9. Finally, when the authorized repairs were completed and Plaintiff went to deliver the Defendant's vehicle and retrieve the rental car, Defendant became highly agitated and called the police. The following morning Saturday August 26th, 2017 I returned to the dealership and used a credit card for payment; after making the required \$1,000 Deductible Payment Jessica refused to release my car. I was told that I was to return the Hertz Rental Car to them prior them returning my car; I refused and called the police to retrieve my car because my balance and payment for all Hilton Hyundai Service Agreement related charged had been cured = 100%. Yes, I was agitated! I drove from Atlanta to make the \$1,000 deductible payment and return home. Not including the two roaches and spider webs in my car, simple repairs not complete and no proof of a new engine replace except comments by Mickey it looks new I did make the payment to Hilton Head Hyundai and they refused to return my car. Upon my \$1,000 Deductible Payment, which cured the Hilton Head Service Agreement they included the return of a Hertz Rental Car that was contractually in my name prior returning my car. Noted, Hyundai corporate did pay for the time period during the Full Engine Replacement, they had been paid and at current time my Geico policy was on record for payment totaling up to 50 Days.

I was astonished as the Hilton Head Hyundai and Hertz Car Rental agreements exclusive to on another thus I felt as if Hilton Head Hyundai was holding me Hostage including converting my vehicle as I was not from Hardeeville South Carolina. I called the 911 to report their action and requested the police to retrieve it as my balance was cured with Hilton Head Hyundai.

I asked Mickey to use their phone, as I reached for it she grabbed my hand so after she walked away I used it because I wanted it recorded the 911 Call from their landline vs. my cell.

I provided a copy of the August 26th, 2017 911 call from the Hilton Head Hyundai.

On August 31st, 2017 a representative from the Peacock Auto Mall (New River) approached me in an attempt to defuse the issue. During the conversation regarding my feelings Hilton Head Hyundai was holding me hostage not returning my car after payment; thus, included returning the rental car post my \$1,000 payment. He said they own the Hertz Rental Car located on Peacock Auto Mall premise; he immediately changed his message to "related" to Hertz Rental Car after I noted that HERTZ does not franchise! Clearly an attempt to defuse/mis-direct their behavior on August 26th, 2017 not including insulting my intelligence!

I CALLED THE POLICE, THEY COULD ASSIST ME RETREIVING MY CAR; MY BALANCE EQUALED ZERO AFTER I MADE MY \$1,000 DEDUCTABLE PAYMENT!

10. Plaintiff was required to have a Trespass Notice issued on September 4th, 2017 at which time the defendant moved to the right of way in the highway adjacent to the Plaintiff's business.

Monday "Labor Day" - September 4th, 2017

Trespassing Notice:

Two Deputy Sheriff's, and Deputy Sheriff Hunnicutt informed me that Sheriff Mulphrus said I was done for the day and I was to leave the median in front of Peacock Auto Mall. They did explain what I did wrong as they repeated "the Sheriff has had enough and I needed to leave" so apparently this was the reason. I decided to leave after I told them the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise; no reply.

I informed them I was going to return in a few hours as it was becoming a scene with 2 Sheriff cars, Peacock Auto Mall Security Vehicle and the employees of the dealerships across the street clapping and making noise I was being forced to leave. Upon grabbing my brief case I started walking towards Wal-Mart where my car was located but I had to turn back because I had hidden my keys in the weeds across from Hilton Head Hyundai. (My Keys were stolen the previous days - In front of Peacock Auto Mall - See Police Report)

Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is also employed by Peacock Auto Mall and was currently on their clock and parked behind the Peacock Auto Mall sign.

As I looked for my keys I turned around and saw an employer similar to Peacock Auto Mall salesman steal my sign and run into the Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sherriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone "I do not know what dealership they entered as such hard for me to find out who took the sign..." I ended the conversation and went to the median to flag down a Hardeeville Police Officer and least record the incident since Deputy Sheriff Hunnicutt was of no use since he was an Ole Peacock Employee this day! Noted, he was the same Deputy Sheriff who did not identify himself as their Security Person on August 26th, 2017.

Two Hardeeville Police Officers did stop and I explained the stolen sign incident. Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus started filling out an incident report, well so I thought; upon getting my address change from my license he finished writing and handed me a NO TRESSPASSING NOTICE/TICKET!

I CHASED A CRIMINAL TO THE PEACOCK AUTOMALL DITCH AS SUCH NOT ON THEIR PROPERTY BUT DID CROSS TOWARDS THE HILTON HEAD HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND I WAS TICKETED FOR TRESPASSING. MISGUIDED AND FLAWED THINKING AND DISSAPOINTING MIS-USE OF AUTHORITY!

NOT TO MENTION A VIOLATION OF MY FIRST AMENDMENT RIGHTS! I WAS PROTESTING THEIR BUSINESS AND AN EMPLOYEE STOLE MY SIGN, NOTED THE SECOND SIGN STOLEN AS THE FIRST WAS FROM INSIDE MY VEHICLE!

I WOULD ARGUE IT IS THE JASPER COUNTY SHERIFF'S OFFICE RESPONSIBILITY TO PROTECT ME AND MY FIRST AMENDMENT RIGHTS! AN ABSOLUTE SHAME! THE PROTECTION WAS A NO TRESPASSING NOTICE!

GOOD GRIEF! WHAT A CRIME!

I refused to sign the document and let him know that regardless of Sheriff Malphrus unwarranted demands I was going to go make my third sign and return within the hour as such I did and was not arrested upon my return.

I ASSUME NO AUTHORITIVE RIGHTS!

Copy of No Trespassing Notice: Errors

1. Date of Notice, 09/05/2017
2. Enforced No Trespassing Requirements Start Date, 09/04/2017

Sheriff Malphrus Unprofessional Visit:

After 6:00 PM (Est.) Sheriff Malphrus drove up and got out of his car in plain clothes; noted, in his car was female dressed in plain clothes. The conversation was unprofessional as included the following topics and comments:

1. I was from Atlanta and needed to go home.
2. Did I have a job, surely I needed to go home and work.
3. I was standing at the entrance of Peacock Auto Mall as such he said it was illegal.
4. He told me it was best to handle this kind of situation was with an Attorney.
5. Highway 278 was in his Jurisdiction and control and I was a being a Nuisance. (State Troopers Highway)

I mentioned my two visits to his office including leaving my name and number so we could schedule a meeting since it appeared he was getting many calls regarding my activity in front of the Hilton Head Hyundai and Peacock Auto Mall. We agreed it would be best for me to stay directly in front of the Hilton Head Dealership to avoid unwarranted calls he was receiving. I also mentioned I would stop by his office so we could meet; I planned on doing the same activity as the previous days for the next two months. (noted at other entry points of their customers)

Tuesday - September 5th, 2017

State Trooper Kelley:

On my way to meet/set an appointment with Sheriff Malphrus I noticed a State Trooper off Highway 278 and asked him if he could meet with me in front of Hilton Head Hyundai to discuss and insure I was obeying the laws. He agreed and we discussed "Authority - Rights" from Highway 278 outer white line 33 feet in; basically from the outside of the Highway to the ditch was State Highway and under State Trooper authority. The Deputy Sheriff's visits were somewhat suspect including their request for me to leave the median the previous day, Labor Day, Monday September 4th 2017 as it was a State Highway.

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.

The meeting was set the very next day at 11:00 PM; I developed a map with zones in front of the Hilton Head Hyundai and Auto Mall Dealerships so I could provide him my daily activity and timeline crossing in and across 278 including the entrance to Peacock Auto Mall.

Sheriff Malphrus cancelled the meeting including two other rescheduled meetings; regardless I gave him my daily reports. My efforts appeared to simmer the unwarranted inbound calls he was receiving.

11. Defendant has made defamatory statements about the plaintiff through written signs and oral statements and has published the defamatory statements to the passers outside of Plaintiff's business. I only spoke to my fellow citizens upon their request to hear my experience with Hilton Head Hyundai.

Hilton Head Hyundai

LIES LIES FRAUD FRAUD

I replace the words on September 29th, 2017

Hilton Head Hyundai

Unprofessional

Unethical

Harrassment (SP)

Intimidation

All statements on the sign are true! See Comments and Documentation: 911 Call and Wal-Mart Video as provided proof the statements on my signs are in fact Truthful.

12. Plaintiff is injured by the Defendant's statements and will suffer irreparable damage if an injunction is not granted.

There should not be any injunction; it is in the public best interest to view and hear what has happened in my experiences with their dealership. If approved, a business can provide a bad experience to any customer as such if such customer protest, walks or any other activity related to their business experience with such business expressing their story then what is the purpose of free speech if a business can just ask for an injunction and through the courts get it approved. I understand it must be proven in court as they have may have different story; as such the sign post 09/29/2017 reflect the events that can clearly be seen on the video of their security vehicle, a White Explorer following me into the Wal-Mart Parking lot and exemplifying Unprofessional, Unethical, Harassment and Intimidation. (I requested a valid copy as noted the DVD cannot be viewed per coding) Noted this event took place after 20 plus days of a peaceful expression of my constitutional rights based on my experience with Hilton Head Hyundai

My feelings, I was held hostage at Hilton Head Hyundai after curing the Hilton Head Hyundai Service Agreement balance as upon such payment they included the return of a Hertz Rental Car that was exclusively contracted to me, Greg Hackney.

The Hilton Head Hyundai Dealership informed me that my car had to remain at their dealership because the Engine that was being recalled was dangerous and could cause a serious accident. False Statements as I could have driven back to Atlanta Georgia after the repairs from the accident were completed.

13. Plaintiff request a temporary and permanent injunction enjoining the Defendant from publishing the defamatory statements in any form.

13. Plaintiff request a temporary and permanent injunction enjoining the Defendant from publishing the defamatory statements in any form.

*The public has a right to know what/how they treat their customers.
Please see the time line!*

If true then is not defamatory at all!

The public including individuals who enter their dealership can make their own decision to buy or not buy a Hyundai from Hilton Head Hyundai. Currently my sign describes their behavior and if/when they enter the dealership one can determine themselves if such behavior includes: unprofessionalism, unethical harassment and intimidation behavior. If such behavior is not present during their visit then my purpose for my activity has been GOOD referencing my experience with Hilton Head Hyundai as such my activity is the best interest of the public including improving their customer experience. I am not implying the Hyundai Vehicle is warranted a review, only their behavior. Let the public-customer that enters their dealership make their own decision based on my sign and notice there of.

A Citizen First Amendment Rights vs. South Carolina Common Law Rule 65

THE SECOND CAUSE OF ACTION: (14-22)

14. The allegations of the previous paragraphs are incorporated into this cause of action as though rewritten here.

15. Defendant is making defamatory statements accusing the Plaintiff of fraud and lying.

ENGINE RECALL: On May 24th, 2017 I was informed that there were 4 recalls that had not been done to my vehicle one of which was a Full Engine Replacement. I asked if I could have this done in Atlanta and told it was two dangerous and the engine could have the associated problem as such I had to leave the car but the Hyundai recall would cover the associated car rental. I was told that it could take up to 90 days as the full engine sent by Hyundai had been back ordered/up and delays were expected. I later found out through a dealership in Atlanta and later John Lyons I could have signed a waiver to drive back but not such agreement was presented as such I would have signed it and drove back 6 hours home after my accident related damages were completed.

Hyundai Service Agreement: No mention upon deductible payment I still could not get my car unless I returned the Hertz Rental Car that was an exclusive contract between Hertz Rental Car and myself

Geico and Hilton Head Hyundai Relationship:

I was told by the new car Sales Manager and Jessica the Service manager that they never get involved with a quote related to any accidents. They only do what Geico says, I DID RECEIVE A QUOTE FROM COREY JOHNSON on May 25th, 2017.

A Peacock Auto Mall Manager informed me they owned the HERTZ Rental Car on their premise.

Jessica informed me they had a great relationship with Buck and new him for years; he informed me Geico seldom uses them and was not familiar with any persons named Jessica.

I Felt as if I was held hostage after they converted my car at the Hilton Head Hyundai Dealership. After curing the Hilton Head Hyundai Service Agreement balance as upon such payment they included the return of a Hertz Rental Car that was exclusively contracted to me, Greg Hackney.

The Hilton Head Hyundai Dealership demanded that my car had to remain at their dealership because the Engine that was being recalled was dangerous and could cause a serious accident. False Statements as I could have driven back to Atlanta Georgia after the repairs from the accident were completed. As a result Hilton Head Hyundai profited from their deception per New Engine Replacement.

Please read Timeline for other related issues to question 15. (noted other lies and deception)

16. Defendant published these statements to others.

Yes, I had sign with statements that defined and described my experience with Hilton Head Hyundai but no other documentation was used to inform the public of the horrible experience.

17. The statements made by the plaintiff are false and defamatory.

I disagree, they are true and if true then not Defamatory.

18. The statements were calculated to lower the Plaintiff's reputation in the estimation of the community.

If a sign telling the public the truth of what happened to a Hilton Head Customer lowers their reputation then I suggest they improve the Customer Experience. If one expresses their experience with said business informing the public through and sign and the associated activity outside their business it should be warranted to be allowed and remain as such. I did not calculate to hurt their reputation; my purpose is to inform the public of my experience in an effort to change their behavior so the next customer who enters their dealership may have a better experience. Based on my experiences, their reputation is already damaged. I had 3-5 people stop a day and inquire on what happened; 50% plus or them had a similar experience including two children of elderly parents that flew in specifically to address the purchase and subsequent service from Hilton Head Hyundai. I understand that every customer cannot be happy but one of the reasons I am still out doing my activity is because of the people who expressed their gratitude as they had similar experiences with Hilton Head Hyundai.

19. Defendant's statements were not privileged and were intentionally made to a third party of the community.

I never spoke to anyone unless they stopped their car and asked me what happened and then I explained the truth through facts and the truth of MY EXPDIERIENCE! I was there and in the conversations!!

20. Statements were made with actual malice.

I do not intend to hurt anyone including the business, only change their behavior to improve the next customers experience as such in the publics best interest.

21. Defendants statements are slanderous per se

I never told anyone not to buy a car from Hilton Head Hyundai but one could argue any one that walks in front of any business expressing a negative experience sign has a sense it could not be great for their business! The truth always prevail and my experience and statements are true and in fact. I have a Constitutional Right to express myself understanding that the statements must be fact and in truth. I understand this is not a court room trying the case but have provided a 911 call confirming my request for assistance per returning my car after making a payment to cure their Service Agreement. Also, I will a DVD of their Security Vehicle following me into the Wal-Mart parking lot after 20 plus days in front of their business in an effort to intimidate, harass me that can be defined as unprofessional and unethical. Based on these two examples there is no slanderous with malice just stating the facts as can be seen and heard. The 911 call and video provided by legal authority in Jasper County confirm my signs are just the facts.

22. The statements are malicious, deliberate and calculated to harm the reputation of the Plaintiff. Accordingly, punitive damages are also requested.

Actual Damages

Punitive Damages

For temporary and permanent injunction against Defendant and aware of reasonable attorney's fees and cost.

I am representing myself, why would I have to pay for their lawyer fees.

For such other further relief as to the court may be proper

22. Punitive damages?

I would love to tell my story of fact related to the horrific experience with Hilton Head Hyundai as a jury of my peers identifies honesty sincerity as such name the court date and time.

VERIFICATION OF RESPONSE

I have written a response to such complaint and state under oath the facts contained in the forgoing response are true and correct except as to the legal matters contained therein and based on the best of my knowledge.

Greg Hackney

Date



11/24/2017

Counter Complaint:

Conversion of my Vehicle: 2012 Hyundai Sonata:

1. On August 26th, 2017 I paid my \$1,000 Deductible Balance that cured the Hilton Head Hyundai Service Agreement as such the balance was ZERO! The dealership refused to return my car!
2. Upon my payment, Hilton Head Hyundai demanded I return a Hertz Rental Car prior the return of my Hyundai Sonata.
3. The two contracts were exclusive to one another and in my name, Greg Hackney.
4. I felt as if I was being held Hostage as I was 6 hours away from my residence!

Deceptive Service Tactics:

1. On May 23rd, 2017 was informed of a New Engine Recall as per Hyundai Corporate and was not allowed to return to Atlanta, Georgia with my vehicle to complete the Recall.
2. I requested to drive home but the Hilton Head Service Person handling my recall demanded my Sonata remains at their dealership because I might be harmed if I attempted to drive home including he could not release my car after such New Engine Recall Notice had been given.
3. Hilton Head Hyundai profited from these deceptive tactics as they were the Dealership who completed the New Engine Recall including three other non-related recalls.
4. I was not informed or offered any "Notice Waiver" that would have allowed me to drive back to Atlanta Georgia to have the New Engine Recall performed!

Violation of my Constitutional Civil Rights - First Amendment Violation:

1. I was expressing myself to my fellow citizens per specific words on a sign in front of Hilton Head Hyundai Business. Highway 278 in Hardeeville South Carolina, State Land and Property.
2. Saturday - August 26th, 2017 & Monday August 28th, 2017 & Tuesday August 29th, 2017: Hilton Head Hyundai, Peacock Auto Mall employees crossed over from their premise into the State of South Carolina Property where I was exercising my First Amendment Rights and began use

profanity and insulting comments directed toward me, my sign and the act of exercising my First Amendment Rights. Each Day there were multiple time employees would cross into State Property in their Golf Carts yelling the profanity and insulting comments.

- 3 Monday August 28th, 2017: Hilton Head Hyundai Sales Manager directed profanity and insulting comments including threatening me as he commented "we know where you are parking and Sleeping, Wal-Mart Parking Lot. He also noted that we "we got you...you have a criminal record" as both do not have anything to do with me exercising my rights as a citizen of the United States. Yes, I was concerned for my safety and well-being based on his comments; Good Grief I was a PAID Customer \$7,000 Plus inclusive of the New Engine Recall and concerned for my Safety!
- 4 Saturday - August 26th, 2017 & Monday August 28th, 2017 & Tuesday August 29th, 2017:
Per above dates, I returned to my car in the afternoon upon exercising my Constitutional Rights In front of their business; each day my car had been unlocked and all windows were down as such the daily rain drenched the inside of my vehicle.
- 5 Wednesday August 30th, 2017: Hilton Head Hyundai New Car Sales Manager crossed their premise into State Property in the Peacock Security Vehicle. He approached me civil in nature to give me documents related to my issues. I refused per my recent experience with him as I viewed him defined by zero Integrity; upon my politely refusing the documents he began behavior that can be described as abusive rage inclusive of cussing, insulting comments and personal attacks. As noted this occurred on State Property, Highway 278.
- 6 Monday September 4th, 2017, Labor Day: I was retrieving my keys prior leaving the area I was doing my activity and as I turn around I witnessed a Peacock Auto-Mall Employee Steal My Sign and run into one of their Dealerships. Noted, Second Sign stolen as the first was removed from my vehicle but there were no witnesses.
- 7 Friday September 1st, 2017: My Car keys were stolen in Front of Hilton Head Hyundai; Please see Police Report Date per above.

- 8 Wednesday September 20th, 2017: Charges Filed against Peacock Auto Mall, Vice President John Lyons: View Video upon viewable copy filed. Peacock Security Vehicle left their premise and followed me into the Wal-Mart Parking Lot going back and forth in front of me prior stopping directly in my sight. After I request him to stop following me I left and he followed leaving the parking lot as noted he did not enter Wal-Mart. Victims Report was filed as the charges were Harassment, Assault and Battery with Intent to intimidate.
- 9 Saturday September 9th, 2017: I was speaking to a fellow Citizen expressing my experience with Hilton Head Hyundai and interrupted 3 times as three Hilton Head Hyundai Employees drove back and forth behind me using profanity and insulting comments towards me and the individuals whom I was speaking to.

Deceptive Service - Payment Tactics:

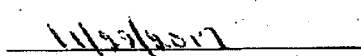
1. I attempted to pay my \$1,000 Deductible but was denied the allowed form of payment, personal check as their machine would not read the account numbers on the bottom of my check.

Standard Business Guidelines and Practices not followed

1. Multiple Supplemental Service Orders, 4 total inclusive of 9 replacements and/or repairs used to complete an accident driving through a Pot Hole.
2. Cohesive lying among Peacock Employees including Management, C-Level positions and Service. Please see Amended Answer, Signature Docs - Timeline
3. Deceptive Security Personnel Tactics to resolve Customer Issues.
4. Document, Affidavits and Statements to date filed in current Complaint are disturbingly false and inaccurate as I was in the conversations and/or actions persons are making statements!

Greg Hackney

Date



Timeline: Post August 25th, 2017

Friday, August 25th, 2017

Hilton Head Hyundai

Upon arriving I spoke to Mickey and reviewed many missing replacements, repairs and other issues including the New engine per manufacturer recall. I immediately noticed the Mid-Section Protection Under Garment was not replaced as I had delayed my return and a supplemental service order was required to completed the replacement. The New Car Sales manager informed me they only replaced the Radiator Protection Under Garment, as the Mid-Section Under Garment was not approved by Geico. I also addressed the new engine and requested documentation but he said there was no documentation confirming my new engine only commenting "it looks new" after I opened the hood of the car.

Sonata:

1. Mid-Section Under Garment Protection Unit not replaced as approved on July 28th, 2017 Hyundai supplemental. (No documentation)
2. New crack on the lefts side of the front window, New Window Replacement
3. Black cover behind front bumper (that was replaced not replaced including silver paint splattered.
4. Severely damaged right wheel cover. Noted, wheel rim, tire and tire protection garment was replaced.
5. New Dent on the left side quarter panel.
6. The car was filthy, I opened the door and there were roaches and spider webs visible
7. No Documentation per New Engine Recall
8. Right Rear CV Joint

NOTED:

Underlined = The May 23rd, 2017 damages approved through two Geico supplemental records. The review and approved damages with buck took 5 minutes and payment given to me as such; the reviews were in a parking lot resulting from Hilton Head Hyundai effortless communication with Geico to review the associated damages related to the accident on May 23rd, 2017.

Upon re-entering the Hilton Head Hyundai Dealership I was clearly disturbed by the damage not repaired/replaced, filthy car with roaches and spider webs zero documentation provided confirming my engine replacement as per the manufacture recall. The Service Manager Jessica came out of her office and I asked to speak to her Boss, the Owner or General Manager. A gentleman approached and walked me to an office and asked a Sales Person to leave; three to five minutes into the conversation I asked who he was and he replied the New Car Sales Manager. (Clearly an unethical and unprofessional effort as I requested her Boss, the Owner or General Manager) the issues I reviewed the issues as per above and specifically asked why the Mid-Section Under Protection Garment was not on the car as service order documentation noted completed and I had delayed my departure because of the 7/28/2017 Supplemental Service Order; upon returning he let me know it was the Radiator Undergarment Protection Garment replaced as the Mid-Section was not approved by Geico. As a previous conversation with Jessica, he explained that Hyundai does not get involved in estimation or quotes as they will only do what the associated insurance company tells them is approved replacement or repair. I ended the conversation and attempted to pay the \$1,000 deductible and return to Atlanta to address the associated issues.

I wrote a check and an unethical and cohesive effort including the General Manager to get their check system machine to read the numbers at the bottom of the check but was unsuccessful. The Summons/Complaint from First Team Hilton Head Hyundai LLC dba Hilton Head Hyundai noted my check was declined. The check was never successfully entered into their system for review; as such, after multiple lack luster attempts I left and said I would return the following day. As per above Sonata 1-6 and the unethical and zero integrity attempts to approve my check I began to realize the unprofessional thinking related to the dealership.

NOTED:

The following day, Saturday August 26th 2017 a Publix and Wal-Mart check system machine both accepted the same exact check as the numbers were easily read; my research confirmed they could have called their machines customer service 800 number and given the checking account number for approval. Also, they own 6 other dealerships in walking distant that could have easily been used to confirm if the issue was their machine or my check thus approval or denied could be confirmed. Also, I have confirmed with First Citizens Bank that my account has never been reported to a third-party check processing company and is currently in Good Standing including on the August 25th, 2016 when the attempts to enter the check occurred.

As noted above:

The Summons/Complaint noted that my check was denied by their check systems service. FALSE STATEMENT as spoken to me and witnessed by me the check unreadable by their machine as such it was never approved or denied.

Documentation:

First Citizens Bank

Bank letter confirming my checking account number ending in 2709 has never been sent to any check cashing service and my account is and has been in good standing.

Wal-Mart

Requested Saturday August 26th, 2017 check approval documentation

Publix

Requested Saturday August 26th, 2017 check approval documentation

Hertz Rental:

Prior arriving I informed Hertz Rental Car that I was picking up my Sonata and would be returning my rental car that afternoon. I followed up with them after the events per above; they commented that they would be reporting my car stolen because I did not return it that afternoon. I explained to him the car would be returned the following day as I needed get my thoughts around all of the issues that just occurred. He kept demanding my Credit Card as I mentioned that it was not necessary because my Geico Policy had a 50-day Rental Car Allowance (per \$30 a day) and I was not near this time frame; and I had already sent a copy of the Geico declaration page confirming the rental coverage. My attempts to call my Geico Representative so he could assist and update Hertz Rental Car were unsuccessful; he was on FMLA and not available. The balance was estimated to be \$341.00. I was astonished why he would report my rental car stolen because my Sonata was at the dealership and they are located in the Peacock Auto Mall where Hilton Head Hyundai is located.

Saturday - August 26th, 2017: PM-4 hours

Hilton Head Hyundai Third Party Check System Machine:

Suspect of Hilton Head Hyundai efforts entering my check into their check system machine I stopped by Publix and Wal-Mart; their check system service accepted the same exact check as the numbers were easily read; regardless, if it was the same third-party check system company two different machines and/or check out registers easily read the numbers on the bottom of the check resulting in an approval to write a check to their business for purchases. Also, my research confirmed Hilton Head Hyundai could have called their third-party check system customer service 800 number and given the checking account and/or Drivers License number for approval.

Hilton Head Airport:

I was concerned about my Hertz Rental Car and Hilton Head ethics and integrity so I drove to the Hilton Head Hyundai Airport to return my Rental Car and get the proper documentation including information if the rental car was reported stolen. I spoke to the representative at the Hertz Rental located in the airport and she told me they were a different Hertz Rental and on a different system so she could not officially check in my car, give me the

proper documentation I had return it and provide information the Hertz Rental Car was not reported stolen. My concerns were heightened as she commented I was to return the car to the Peacock Auto Mall Hertz Rental Car location where I rented the car. (New River Auto Mall at the time of the incident)

NOTED: I DID NOT PROVIDE HER WITH ANY OF MY PERSONAL INFORMATION INCLUDING THE RENTAL AGREEMENT. HOW DID SHE KNOW WHO I WAS OR WHERE I RENTED THE CAR? DISTURBING!

I told her the Hertz Rental Car location in the Peacock Auto Mall was closed; she called then and was informed they were open until 3:00 PM but when I returned around 12:30 they were closed so I called my Hertz Rental Person and he confirmed they close at noon. Who was she talking to?

Upon leaving I asked a local Sheriff standing outside the airport entrance to witness her comments, they were a different Hertz Rental even though they had the same Hertz Rental name and located in the Hilton Head Airport. He refused, commenting that I should get a lawyer; I made derogatory comments towards him surprisingly and resulting in no action by him. I returned to Hilton Head Hyundai to make my \$1,000 deductible payment and drive back to Atlanta.

Hilton Head Hyundai:

Denied the return of my vehicle after making my \$1,000 Payment:

I returned from the airport and made a credit card payment; upon such payment Jessica then stated inclusive of my \$1,000 payment that cured my Hilton Head Service Order Agreement I was required to return the Hertz Rental car prior receiving my car. I explained the Hertz Rental Car located on their premise was closed and my intentions to return the car to the Hilton Head/Savannah International Airport; insuring it was properly returned and I received the associated documentation. (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). Also, I wanted to confirm the car not reported stolen and explain my policy covered the small balance and would be handled by Geico. Jessica refused, I explained they were 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 Agreement. Hyundai Corporate did provide payment for the time period associated with the engine recall as such it was complete and the current time period was under my Geico Policy. The Hertz Rental Car Agreement was contractually aligned to Greg Hackney, me. I informed her I was going to call the police as such I reached for their land line phone only to be stopped as she grabbed my hand; I began using my cell phone to make the call but when she walked away I used their land line as I wanted the 911 call to be from their location. I connected to the Police and requested an officer. I was asked to wait outside and leave the building as such I waited outside

Deputy Sheriff Hunnicutt Deception:

Employee of Peacock Auto Mall working as their Security Officer on Saturday August 26th, 2017.

A few moments after the 911 call a person driving a Ford Black Explorer drove up and was dressed in a Sheriff's uniform with the associated badges. I explained in detail the issues and concerns; I also showed him the two contracts (Hilton Head Hyundai Service Agreement/Hertz Rental Car Agreement and the \$1,000 Deductible payment receipt that cured my outstanding Hilton Head Hyundai Balance to the associated contract; I requested him to get my car. I was informed another Deputy Sheriff was coming and upon his arrival I repeated the same. (Also, documentation regarding the New Engine Recall)

I was not informed Deputy Sheriff Hunnicutt was at current their security; as such, I would not have wasted my time explaining to him my concerns or request to retrieve my car. I learned of his dual role at a later date and was disappointed at his misguided use of authority

Deputy Sheriff Dobson:

As stated to Deputy Hunnicutt I repeated the same then he entered the Hyundai Dealership to review their comments. Upon returning he said there was a \$341 balance so Hertz Rental Car requested that he get the rental car to insure it was returned. I asked him if the car was reported stolen and he replied "no" as such I explained if the car was not reported stolen he had no jurisdiction and thus I was going to return the car at the Hilton Head/Savannah International Airport. He informed me the Hertz Rental Car was to be returned defined by putting the keys in their associated drop box prior me receiving my car. I was dumbfounded at his request as I explained that regardless if there was a balance Geico was going to handle and this was a civil matter and he was out of his authority per his request. Regardless, he was stern/no other option to retrieve my Sonata as such I agreed if he would put in writing I refused his request and the car was not reported stolen. He agreed and upon returning the keys into the Hertz Rental Car drop box he did write a note but did not include my request to include I refused his request and the car was not stolen; he commented it was recorded on his body cam so not required to put in writing. I was furious and let him know he lied to me; he got in his car and drove away. I did receive my car. Documented "Deputy Dobson's Note" included.

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 front 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.

Sunday - August 27th. 2017: No Activity

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 did not follow Basic Business Practices when I appropriately asked to speak to him/her.

Monday - August 28th. 2017: AM/PM-10 Hours

I began my activity and met with the same cussing and derogatory comments that included the New Car Sales Manager whom I had spoken to on Friday August 25th, 2017 informing me that he new I had a criminal record and was sleeping in my car at the Wal-Mart parking lot. He also made gestures that appeared to be me as one smoking a crack or marijuana pipe. I was astonished that they continued to interrupt my constitutional rights including following me to Wal-Mart where my car was parked and still not sure what "I have a criminal record" meant as I do not!

(noted Traffic tickets etc.)

Wal-Mart, Car Doors and Windows were opened upon my return; noted, this was the week before the hurricane and it rained hard every day! Noted 2nd of three consecutive days of such criminal behavior.

Upon returning to my car this day, Tuesday August 29th, 2017 and the following day, I arrived at my vehicle and noticed the doors and windows were open as a result inside my car was drenched with rain water

Jasper County Deputy Sheriff Visits

A few different Jasper Deputy Sheriff's showed up as there were multiple 911 calls that I was blocking, stopping traffic and entering their premise all of which were confirmed false when they arrived.

Tuesday - August 29th. 2017: AM/PM-9 Hours

Wal-Mart, Car Doors and Windows were opened upon my return; noted, this was the week before the hurricane and it rained hard every day!

Upon returning to my car this day, Tuesday August 29th, 2017 and the following day, I arrived at my vehicle and noticed the doors and windows were open as a result inside my car was drenched with rain water.

Jasper County Deputy Sheriff Visits:

A few different Jasper Deputy Sheriff's showed up as there were multiple 911 calls that I was blocking, stopping traffic and entering their premise all of which were confirmed false when they arrived.

Wednesday - August 30th. 2017: AM/PM-10 Hours

Wal-Mart, Car Doors and Windows were opened upon my return; noted, this was the week before the hurricane and it rained hard every day!

Upon returning to my car this day, Wednesday August 29th, 2017, I arrived at my vehicle and noticed the doors and windows were open as a result inside my car was drenched with rain water

Vaden Car Salesman, Hilton Head Hyundai Sales Manager

In the afternoon two Vaden Nissan Dealership Salesman approached me in their golf cart and inquired why I was out in front of Hilton Head Hyundai; I explained all of the issues including zero documentation of my new engine that had been replace. The New Car Sales Manager who I had met with drove up in their White Explorer accompanied with a security person; he approached me with documentation, I politely told him my prior experience with him warranted my concerns with any documentation he would provide me and such I refused to accept the documents and walked away. He immediately went into a rage of directed cussing and derogatory comments towards me. I replied with a few comments including you are worried about losing your job!

First Sign Stolen:

I went shopping at Wal-Mart, Dollar Tree and few other stops.

Upon leaving Wal-Mart I put my sign in the back seat, it was large and could be seen as it was almost touching the ceiling of my car. Prior my last stop I noticed it was missing, well I would define as stolen because my two apple computers one of which was on the back seat was still in the car.

OC Welch

He stopped by to ask me what the issues where with Hilton Head Hyundai.

Sign Change

The sign at their entrance changed from New River Auto Mall to Peacock Auto Mall (Not sure of exact Date)

Thursday - August 31st 2017: AM/PM-8 Hours

Peacock Auto Mall Manager attempt to deflate the Serious Issue with Hilton Head Hyundai Holding My car after payment rendered.

In the afternoon a Gentleman who identified himself as a Manager from one of their other Dealerships and commented he had spoken to O.C Welch. We discussed my issues including the attempt he made to convince me they owned Hertz Rental Car thus deflating the issues that occurred on August 26th, 2017; another lie as I informed him Hertz Rental Car does not franchise their rental business.

Hardeeville Police Office and Jasper County Sheriff's Office.

Clarify Authority and meet with Sheriff Malphrus:

I had flagged down a Hardeeville Police Officer prior me visiting their office and was told they did not have any jurisdiction; regardless, upon understanding that Deputy Sheriff Hunnicutt was deceptive, I had my sign stolen out of my car, my car was being breach daily and drenched with water I wanted to inquire if they could handle my issues as the Sheriff's where constantly coming out and I was just exercising my rights as a citizen. I was told it is the Sheriff's Office is the only authority but to speak to Sheriff Malphrus. I took their advice and went to the Sheriff's office and left my phone number so we could set up a meeting to discuss my plans including my activity in front of Hilton Head Hyundai.

August Points of Reference:

IPHONE Calendar had Wednesday August 31st, 2017

Noted: 911 Jasper County Emergency Assistants Desk Calendar had Thursday as August 31st 2017
Daily Activity Documentation to Sheriff Malphrus has Dates reflecting such phone breach.

Friday - September 1st, 2017: AM/PM-7 Hours

Car Keys Stolen: (See Police Report)

I was walking in front of the Auto Mall about 75 yards from where I kept my briefcase; it is located near a cable identification pole. (A very bright yellow jacket was hanging on the pole)
As I turned around I noticed a person standing next to the pole; I immediately started walking towards him as such he walked directly to the Peacock Auto Mall sign about 25 yards from the cable identification pole. I walked towards him remaining in on the Highway side of the ditch but asked him why he was standing two feet from my briefcase in which he replied he was looking for the power outlet/circuit breaker boxes. They are located on the other side of the ditch and toward the dealership and in clear view as someone had cut the hedges so they could be clearly be seen. I walked over towards the Hyundai dealership and watch him fiddle with pine needles for 10 minutes before approaching him again to ask his name in which he replied Josh. After he left I look through my back and I noticed my keys were missing as such I called 911 and filed a police report! Report included with Documentation. (How can ole Josh not know where the breakers are not to mention know what a cable identification pole looks like! Good Grief!

Saturday - September 2nd, 2017: AM/PM-8 Hours

Sunday - September 3rd, 2017: PM Only-4 Hours

Monday "Labor Day" - September 4th, 2017: AM/PM-11 Hours

Trespassing Ticket/Notice

Two Deputy Sheriff, Deputy Sheriff Hunnicutt informed me that Sheriff Mulphrus said I was done for the day and I was to leave the median in front of the Peacock Auto Mall. They did explain what I did wrong as they repeated the Sheriff has had enough and I needed to leave. I decided to leave after I told them that the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise; no reply. I informed them I was going to return in a few hours as it was becoming a seen with 3 police cars and the employees of the dealerships across the street clapping and making noise I was being forced to leave. Upon grabbing my briefcase I started walking towards Wal-Mart where my car was located but I had to turn back because I had hidden my keys in the weeds across from Hilton Head Hyundai. I walked back the Deputy Sheriff Hunnicutt as he remained to confirm I was leaving the premise; as noted he is employed by Peacock Auto Mall and was currently on their clock he parked behind the Hyundai side behind the Peacock sign. As I looked for my keys I turned around and saw an employee of Peacock Auto Mall dressed in black pants and brown shirt steal my sign and run into the Peacock Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sherriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone do not know what one so hard for me to find out who took the sign. I ended the conversation and went to the median to flag down a Hardeeville Police Officer to at least record the incident since Deputy Sheriff Hunnicutt was

of no use since he was an Ole Peacock Employee this day! Noted: he was the same deputy Sheriff who did not identify himself as their Security on August 26th, 2017. Two Hardeeville Police Officers stopped and I explained the stolen sign incident as Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus starting filling out an incident report, well so I thought; upon getting my address change from my license he finished writing and handed me a NO TRESSPASSING NOTICE/TICKET!

I CHASED A CRIMINAL TO THE DITCH AS SUCH NOT ON THEIR PROPERTY BUT DID CROSS TOWARDS THE HILTON HEAD HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND THE MISSUSE OF AUTHORITY AS I WAS TICKETED/NOTICE FOR NO TRESSPASSING.

I refused to sign the document and let them know that regardless of Sheriff Malphrus unwarranted demands I was going to go make my third sign and return within the hour as such I did and was not arrested upon my return.

Copy of No Trespassing Notice: Errors

Date of Notice

09/05/2017

No Trespassing Requirements

Start Date,

09/04/2017

Sheriff Malphrus Unprofessional Visit: It was after 6:00 PM and Sheriff Malphrus got out of his car in plain clothes; noted, in his car was female dressed in plain clothes. The conversation was unprofessional as included the following topics and comments

I was from Atlanta and needed to go home.

Did I have a job, surely I needed to go home and work.

I was standing at the entrance of Peacock Auto Mall as such he said it was illegal and it was not.

He told me it was best to handle this kind of situations with an attorney.

Highway 278 was in his Jurisdiction and control and I was a being a Nuisance.

I mentioned I had stopped by twice at his office and left my number so we could schedule a meeting since it appeared he was getting many calls regarding my activity in front of the Auto Mall. We agreed it would be best for me to stay directly in front of the Hilton Head Dealership to avoid unwarranted calls he was receiving. I also mentioned I would stop by so we could meet as I planned on doing the same activity for the next 60 days.

Tuesday - September 5th, 2017: PM only-6 Hours

State Trooper Kelley:

On my way to meet/set an appointment with Sheriff Malphrus I noticed a State Trooper off 278 and asked him if he could meet with me in front of Hilton Head Hyundai to discuss and insure I was obeying the laws, he agreed. We discussed the authority from the highway outer white line 33 feet in, basically to the ditch was State Highway and under State Trooper authority and the Deputy Sheriff's visit were somewhat suspect including their request for me to leave the median the previous day, Labor Day, Monday September 4th, 2017 as it was a State Highway.

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.

The meeting was set the very next day at 11:00 PM.

I developed a map with zones in front of the Hilton Head Hyundai and Auto Mall Dealerships so I could provide him daily my activity and timeline crossing in across 278 and the entrance to the Auto Mall.

Wednesday - September 6th, 2017: PM only-6 Hours

I drove to the Sheriff's office for the 11:00 PM meeting

Sheriff Malphrus cancelled Meeting, Reset Following Day.

Two 17 year old boys who wash cars confirmed they saw the Auto Mall Employees steal my sign.

Thursday - September 7th, 2017: PM only 6 hours

I drove to the Sheriff's office for the 11:00 PM meeting.

Sheriff Malphrus cancelled Meeting/spoke to Deputy sheriff Smith – Review as per 9/5/17

I reviewed the flawed thinking by Deputy Sheriff Dobson that occurred on August 26th, 2017 regarding him forcing me to return my Hertz rental car when it was not reported stolen. He agreed it was a mistake. I also discussed another issue with the Sheriff's office as I chased a criminal into the Auto Mall after he still my sign and was give a not trespassing Notice/Ticket. Noted: other issues with regarding stolen sign, car doors open and inside of vehicle drench etc.

Friday - September 8th, 2017: AM/PM-9 Hours

Saturday - September 9th, 2017: AM/PM-9 Hours

Couple wanting to buy a Hyundai-Sales People cursing behind me/ditch

A couple stopped as I was doing activity in front of the Hilton Head Hyundai Dealership; they told me they wanted to buy a Hyundai because their daughter and son both had one and recommended the car. I told them my story and encouraged them to buy one at the Hilton Head Hyundai; as I spoke to then on two different times three Sales Representatives from the Dealership were in a golf cart behind the ditch driving back and forth cussing and offended the two people in the car. I stated one reason I am out here is because of this type of behavior as these are the sales people you would be working with during your purchase.

Sunday - September 10th, 2017: Hurricane-Zero Activity

Monday - September 11th, 2017: Hurricane-Zero Activity

Tuesday - September 12th, 2017: Zero Activity

Walked in front of Auto Mall and approached buy two Auto – Mall Managers

1. Set meeting with John Lyons the following day at 11:00 AM at the Ram, Jeep Dealership

Wednesday - September 13th, 2017: Zero Activity:

Meeting with John Lyons:

I was allowed on Property for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the issues we discussed on our meeting.

Thursday - September 14th, 2017: Zero Activity

No activity as I told John the previous day that I would give him this day to review the issues we discussed and would return Friday afternoon to resume our discussions.

Friday - September 15th, 2017: PM Only-6 Hours

I returned to the Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of their business.

Saturday - September 16th, 2017: AM/PM-10 Hours

Sunday - September 17th, 2017: PM Only-5 Hours

Monday - September 18th, 2017: AM/PM 9 Hours

Tuesday - September 19th, 2017: Zero Activity

Wednesday September 20th, 2017: AM/PM-8 Hours

Everyday I would walk from the Wal-Mart to the location in front of the Peacock Auto Mall – Hilton Head Hyundai and return as such. Although they have a right, their White Ford Explorer Security Vehicle for their premise, would literally follow me a I walked 20 – thirty feet as it would move to remain in direct sight as I took it, intimidation. Their Harassment could not have been for Safety of their employees or customers as it would leave for daily and only arrived after 5:00pm on Sundays. (Noted what was visible as otherwise directly in front of me!

Their White Explorer would follow me to other locations but I could never get them to be located under a associated camera until this date. It 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 the Explorer and parked next to it but not blocking their exit. I approached the Explorer and there was the security person on a Peacock Auto Mall shirt; I explained to him that he was not to follow me anymore. (Noted it was an aggressive statement but not "Yelling" as it is stated in the Police Incident Report. The report also states I was speaking to the Peacock Security Person for an estimated 3 minutes, it was about 30-45 seconds. As I left and returned to my car he did yell back at me saying, "do you want some of me" etc. There was the Wal-Mart cart person who could verify the very short meeting we had. The video also shows he did not enter Wal-Mart as his purpose was to intimidate, do surveillance as such both were disturbing, stressful and warranted concern for my safety.

Noted: For two weeks I asked Sheriff Malphrus office for a copy or the video I was directed by a State Trooper to use a FOIA as I did and a week later received a video. The Video of the incident on a DVD is unreadable and does not work. I took it to Best Buy for assistance and their professionals said the video is not readable as could not be read on my Apple computer or their Microsoft computers the use for their work

Thursday - September 21st, 2017: AM/PM-7.5 Hours

Sheriff Office to report their Harassment as such met with the Deputy Chief of Jasper County

My purpose of meeting with him was to insure the process obtaining the video was succesful and their were not mishaps as I had many with his department the previous weeks. He assured me the person on duty in that area that would be responding to my call was competent and would manage the process correctly!

I met with Deputy Sheriff Smith and he retained the video and seemed surprised there was in fact a video; he later confirmed with Peacock Auto Mall it was their Security that was involved in the video.

I did mention to Deputy Sheriff Smith I wanted to speak to John Lyons prior pressing charges to insure the security person was not acting on his own accord in his aggressive behavior. The following day I confirmed with John Lyons that in fact it was under his direction their Security Person followed me into the Wal-Mart Parking lot.

Friday - September 22nd, 2017: AM/PM-7.25 Hours

Sheriff Smith confirmed with Hilton Head Hyundai Security they were doing surveillance. He charged charged Peacock Auto Mall – John Lyons with Harassment, Assault and Battery with intent to intimidate. He confirmed the charges on my Victim Incident Report were being dropped as per Sheriff Malphrus, Injustice!

I went onthe Auto- Mall premise to discuss the video as note above; I met John Lyons in his office including three0

security guards present. He said he was scared for his employees etc; noted then why do they leave for each day of premise and do not show up until 5pm on Sundays? Noted hours not following me, Good Grief those instances he is putting his customers at risk? Just another lie! He also served me with a No Trespassing Notice! On 9/13/2017 he told me he would insure that no one bothered me on or off premise! Another Lie!

Saturday - September 23rd, 2017: AM/PM-10.5 Hours

Served Papers: 14th District Court; Hunnicutt drove the person who served me to the front of the Hilton Head Hyundai where I was doing my activity.

Sunday - September 24th, 2017: PM Only-4.5 Hours

Monday - September 25th, 2017: PM Only-3.5 Hours

Sheriff Malphrus Office to get information on Warranted arrest resulting from video

Tuesday - September 26th, 2017: Zero activity

Sheriff Malphrus and the Victim Advocate office to review video and warranted prosecution.

Wednesday - September 27th, 2017: PM Only-5.5 Hours

Sheriff Malphrus and the Victim Advocate office to review video and warranted prosecution.

Thursday - September 28th, 2017: AM/PM-6.5 Hours

Friday - September 29th, 2017: AM/PM-8 Hours

New Sign: Unprofessional, Unethical, Harassment, Intimidation

As I began my response to the complaint it reminded me that the reason I was doing the activity is because of their behavior on the sign that can be clearly seen on the video not including theft of my sign, verbal abuse and many lies along the way!

Saturday - September 30th, 2017: AM/PM-9 Hours

September Points of Reference

1. District Court House first visit no cell but briefcase ok! Second no briefcase
2. Sheriff's Office: 1st visit cell and briefcase okay, second visit briefcase okay but no cell, third visit no briefcase or cell.
3. Ask for open records request form, give an 843 Number and as noted confirmed not their department

OCTOBER

Sunday - October 1st, 2017: PM Only-3.45 Hours

Monday - October 2nd, 2017: Zero Activity

Requested Freedom of Information Act: 911 call from Hilton Head Hyundai Dealership as they would not return my after making a credit card payment for my balance! Balance = Zero but required the return of the Hertz Rental car that was contracted in my name and current payments were being made by my Geico Policy.

Tuesday - October 3rd, 2017: Zero Activity

Wednesday - October 4th, 2017: PM Only-5 Hours

Thursday - October 5th, 2017: AM/PM-8 Hours

Friday - October 6th, 2017: Zero Activity

Saturday - October 7th, 2017: AM/PM-10 Hours

Sunday - October 8th, 2017: PM Only-3 Hours

Monday - October 9th, 2017: Columbus Day: AM/PM-9 Hours

Tuesday - October 10th, 2017: Zero Activity

Wednesday - October 11th, 2017: AM/PM-10 Hours

Thursday - October 12th, 2017: PM Only 6 Hours

Sheriff's officer to inquire about the ongoing incident at Wal-Mart

I met a Lt. outside of the office and we began to speak of the Video and he informed me that there would be not be any charges against Peacock Auto Mall related to the incident as he told me anyone can follow anyone as long as they do not harm the person they are following. Good Grief

I also saw the same officer who retrieved the video and charged Peacock Auto Mall – John Lyons with Harassment, Assault and Battery with intent to intimidate. He confirmed the charges on my Victim Incident Report were being dropped as per Sheriff Malphrus, Injustice!

Friday - October 13th, 2017: Zero Activity

Sheriff's Office to retrieve the Wal-Mart video,

I did receive the video but it does not play, I took it to Best Buy and they attempted to play the video on my computer and theirs both of which said it would not play. They downloaded VLC as it appeared to be in this format but it still did not work. I will submit a letter to resolve the issue

Saturday - October 14th, 2017: AM/PM-10 Hours

Sunday - October 15th, 2017: PM Only-3.5 Hours

Best Buy: Video does not work

Monday - October 16th, 2017: Zero Activity

Tuesday - October 17th, 2017: Zero Activity

Wednesday - October 18th, 2017: Zero Activity

Thursday - October 19th, 2017: Zero Activity

Friday - October 20th, 2017: Zero Activity:

Jasper County Clerk, Beaufort County Clerk and Judge Mullis Assistant

I visited the County Clerk to confirm day 30 = Monday the 23rd, 2017 as such Margaret confirmed. She could not provide my court date as it was not on her or the Jasper County Calendar; she said the Judge keeps her own calendar and Jasper County does not have access; after her statement she texted Judge Muller's assistant to get the date and time but informed me that they were in court (Friday Morning) and could not provide a time when

Thursday - October 5th, 2017: AM/PM-8 Hours

Friday - October 6th, 2017: Zero Activity

Saturday - October 7th, 2017: AM/PM-10 Hours

Sunday - October 8th, 2017: PM Only-3 Hours

Monday - October 9th, 2017: Columbus Day: AM/PM-9 Hours

Tuesday - October 10th, 2017: Zero Activity

Wednesday - October 11th, 2017: AM/PM-10 Hours

Thursday - October 12th, 2017: PM Only 6 Hours

Sheriff's officer to inquire about the ongoing incident at Wal-Mart

I met a Lt. outside of the office and we began to speak of the Video and he informed me that there would be not be any charges against Peacock Auto Mall related to the incident as he told me anyone can follow anyone as long as they do not harm the person they are following. Good Grief

I also saw the same officer who retrieved the video and charged Peacock Auto Mall – John Lyons with Harassment, Assault and Battery with intent to intimidate. He confirmed the charges on my Victim Incident Report were being dropped as per Sheriff Malphrus, Injustice!

Friday - October 13th, 2017: Zero Activity

Sheriff's Office to retrieve the Wal-Mart video.

I did receive the video but it does not play, I took it to Best Buy and they attempted to play the video on my computer and theirs both of which said it would not play. They downloaded VLC as it appeared to be in this format but it still did not work. I will submit a letter to resolve the issue

Saturday - October 14th, 2017: AM/PM-10 Hours

Sunday - October 15th, 2017: PM Only-3.5 Hours

Best Buy: Video does not work

Monday - October 16th, 2017: Zero Activity

Tuesday - October 17th, 2017: Zero Activity

Wednesday - October 18th, 2017: Zero Activity

Thursday - October 19th, 2017: Zero Activity

Thursday - October 5th, 2017: AM/PM-8 Hours

Friday - October 6th, 2017: Zero Activity

Saturday - October 7th, 2017: AM/PM-10 Hours

Sunday - October 8th, 2017: PM Only-3 Hours

Monday - October 9th, 2017: Columbus Day: AM/PM-9 Hours

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Wednesday - October 11th, 2017: AM/PM-10 Hours

Thursday - October 12th, 2017: PM Only 6 Hours

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Greg Hackney

Date


Defendant



USPS Tracking® Results

2017-CP27-425
FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Remove X

Tracking Number: 7017145000221844480

Delivered

Product & Tracking Information

Postal Product:
First-Class Mail®Features:
Certified Mail™See tracking for related item: 950940224936308970616 (/go/TrackConfirmAction?
tLabels=950940224936308970616)

See Available Actions

RIDGE LAND, SC 29936
NOV 8 2017 1:01 PM
USPS

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$0.32

Extra Services & Fees (check box, add fee as applicable)

☐ Return Receipt (hardcopy)	\$0.15
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.45

Total Postage and Fees \$0.82

Sent To *Asper Co*

Street and Apt. No., or PO Box No.

City, State, ZIP+4® *Ridgeland*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions

STATUS OF ITEM

Post Desk/Reception

RIDGE LAND, SC 29936

November 8, 2017 in RIDGE LAND, SC 29936.

Scheduled

RIDGE LAND, SC 29936

Schedule Redelivery of your item

No Authorized Recipient Available)

RIDGE LAND, SC 29936

See More v

Text & Email Updates

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<http://faq.usps.com/?articleId=220900>)

IN THE STATE OF SOUTH CAROLINA COUNTY
OF JASPER

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V.

Greg Hackney

Defendant

IN THE COURT OF COMMONS PLEAS FOR THE
FOURTEENTH JUDICIAL CIRCUIT

C.A. 2017-CP-27-00386

MOTION TO STAY

CLERK OF COURT
JASPER COUNTY

2018 JUN 14 PM 2:59

FILED

TO: The Honorable Judge Carmen T. Mullen

I received The Plaintiff's First Request to Produce Defendant, Plaintiff's First Request to Admit to Defendant and Plaintiff's First set of Interrogatory to Defendant from Bradford Martin, the Attorney for First Team Hyundai, LLC Hilton Hyundai – Plaintiff! Documents Dated May 14th, 2018!

Case Number C.A. 2017 – CP – 27 – 00386 is currently in the State of South Carolina Court Of Appeals, Appellant Case Number 2017 - 002548. On May 30th, 2018 I submitted my Amended Initial Brief and Designation of Matter including a Motion to include my proposed Designation of Matter (Wal-Mart video) and as noted the Court of Appeals has not ruled on my Motion!

It is my understanding the Fourteenth Judicial Circuit Case Number C.A. 2017-CP-27-00386 proceedings or alike have been halted as noted pending Court of Appeals ruling as per October 31st, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.

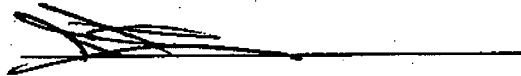
AND/OR

A Motion to Stay pending a Hearing with Jasper County Sheriff Malphrus and David Tedder, Jasper County Attorney.

On April 27th, 2018 I submitted 98 pages of documents to the Jasper County Sheriff's Office, enclosed Index, and have yet to receive answers, clarification and filings to my request. I have personally visited the Jasper County Sheriff's Office over 10 times and made over 19 phone calls to their office. Personally disheartening, the local authority refuses to communicate with me regarding my Case.

Prior my Motion to Stay I clarified with Jasper County Sheriff Malphrus received the documents as confirmed with Certified Letter receipt last Friday June 8th, 2018. (Enclosure) The Information is required as I prepare for Trial including in my response to the request from Brad Martin.

I included David Tedder, my contact regarding my Freedom of Information Act request for a 911 recording. As prior issues with the Wal-Mart Video Freedom Information Request I am having difficulties playing the video including my concerns over its validity!



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

June 14th, 2018

IN THE STATE OF SOUTH CAROLINA COUNTY
OF JASPER

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V.

Greg Hackney

Defendant

IN THE COURT OF COMMONS PLEAS FOR THE
FOURTEENTH JUDICIAL CIRCUIT

C.A. 2017-CP-27-00386

Proof of Service

CLERK OF COURT
JASPER COUNTY

2018 JUN 14 PM 2:59

FILED

I, Greg Hackney, hereby certify that I have served a copy of the Motion to Stay by depositing a copy of it in the United States Mail postage prepaid on June 14th, 2018 to the address of record to their attorney Bradford N. Martin.

201 West Mcbee Avenue Suite 302
Greenville, South Carolina 29601



INDEX

- TAB 1: Request Criminal Charges filed against Hilton Head Hyundai.**
Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.
- TAB 2: Request Criminal Charges filed against Hilton Head Hyundai.**
Conversion of Property, August 26th, 2017 – Saturday.

Request documentation and/or statement why Deputy Sheriff Dodson did not properly Identify Conversion of Property and file charges accordingly.
- TAB 3: Case Number 2017 – 00001995, Car Keys Stolen**
Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!
- TAB 4: September 4th, 2017 – Monday, “Labor Day”**
Request documentation and/or statement why Jasper Deputy Sheriff’s demanded I leave the premise or be arrested.
- TAB 5: Trespass Notice September 4th, 2017 – Monday, “Labor Day”**
Update, Please file letter accordingly.

2nd Sign Stolen
Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form regarding 2nd Sign Stolen and follow up – Peacock Auto Mall Cameras. Victim Notification Identification Form!
- TAB 6: Case Number, 2017-2176 – Harassment/A&B by Intimidation**
Update, Please file letter and documents accordingly.
Explain why video does not warrant an Arrest.

Request Criminal Charges filed against Hilton Head Hyundai Security Person.
Criminal Code 16-3-1700
- TAB 7: Trespass Notice, September 22, 2017**
Update, please file letter and documents accordingly.
- TAB 8: Case Number 2017 – 00002597 – Larceny, Brief Case Stolen**
Update, please file letter and documents accordingly. Lack of follow – witness.
- TAB 9: Victim Notification Identification Form Request. Third Sign Stolen**
Please file letter accordingly.
- TAB 10: Name clarification for court appearance, subpoena’s.**

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

June 1st, 2018

Sheriff Chris Malphrus
12008 North Jacob Smart Blvd.
Richland, South Carolina 29936

RE: 17 calls - 8 visits = Zero Response
Jasper County Sheriff Office

Sheriff Malphrus:

As noted, I stopped by your office today to have a discussion regarding the data below. I dropped off a binder on April 27th, 2018 and have not heard any feedback to resolve my issues.

I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10th, 2018 that he did deliver the two binders to you and Deputy Chief Morris.

Since April 27th, 2018 I have left 17 messages and visited your office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14th, 2018; if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous messages and have had no response.

Please advise accordingly, I am asking for documents to be filed, explanations and follow up on existing cases, explanation and clarification on victim notification and identification forms and other charges be filed against Hilton Head Hyundai.

The binders were dropped off over 1 month ago and I have been unable to schedule a meeting to complete the task per the data in the binder.

Attempts to schedule a meeting!

May 2018 Calls: 10th (2), 11th (4), 14th, 15th, 16th, 17th, 18th, 21st, 22nd, 23rd, 25th (2), 29th, 30th

Please have Lt. Smith or another person on your staff call me to schedule a meeting! I will continue my efforts until this issues is resolved.

Respectively,

Greg Hackney

Enclosure:

Common Pleas

Clerk : Margaret Bostick

265 Russell Street

Ridgeland, SC 299360248

Phone:(843) 726-7710 Fax:(843) 726-7711

Received From: Hackney, Gregory
30 Old Vermont Place
Sandy Spring, GA 30328

Date: 6/14/2018
Receipt #: 23496
Clerk: c27mbosti

Paying for: Self
Transaction Type: Payment

Reference #:

Payment Type: Cash \$25.00

Comment:

Total Paid: \$25.00

Non-Refundable

Total Received: \$25.00

Change Due: \$0.00

You may check the status of your Jasper case at:

<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2017CP2700386	First Team Hyundai, Llc DbA Hilton Head Hyundai VS Gregory Hackney	\$25.00	\$25.00	\$0.00

Total Cases: 1

\$25.00

\$25.00

\$0.00

INTERROGATORIES

1. Set forth a list of documents, photographs, plats sketches or other prepared Documents in Your Possession that relate to the claims in this case, and that You plan to introduce at trial.

- HWY 278 – Wal-Mart Photograph – diagram of area I am doing my activity including the areas my signs were stolen, Hilton Head Hyundai employees cursed as they approached me location were brief case and keys were stolen, median were I was ticketed for No trespassing Hardeeville Police Officer present and location of their Security vehicle as it mirrored my daily as I did my activity.
- Excel Spreadsheet – Timeline etc.(Pending)
- Automobile Association Documents related to Auto Dealership Standards. (Pending)
- I will request to court to allow the Jurors to leave the court room and field trip to review my vehicle to get an understanding of the issues I reviewed upon its return.
- I will request the court to allow the Jurors to leave the court room and field trip to review area I did my activity so they can understand the areas my signs, keys and brief case were stolen. Also to understand the daily peering from their security vehicle including peering me to the Wal-Mart parking lot.
- I will request to the court to allow the Jurors to leave the court room and field trip to review the Wal-Mart parking lot to get an understanding where my car was parked in relation to the video as it relates to Peacock Auto Mall Security person driving in front of me as per harassment, intimidation both which are unprofessional and unethical.
- Wal-Mart Video obtained by the Jasper County Sheriff's Office.
- 911 Call, my request for assistance to recover my vehicle from Hilton Head Hyundai after paying my balance and curing it as such

2. For each person known to You to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statement or document taken from such witness.

1. Warren Peacock,(Assumed Owner) - (R. 5,6,7,8,9,10,11,15,16,17,18,19,20,21,25-27,28-33,40-42,43,44-149,157)
2. Principle Owners, requested in Discovery. - (R. 5,6,7,8,11,15,16,17,18,19,20,21,25-27,28-33,30,40-42,43,44-149,157)
3. John Lyons, Chief Financial Officer - (R. 1-3,4,5,6,7,11,15,16,17,18,19,20,21,22,77-97,43,44-149,157)
4. Michael Butt, New Car Sales Manager. - (R. 5, 11,14,15,17,54-67)
5. Matt Houghton, not Sure of Position. - (R. 8, 18,21)
6. General Manager, requested name in Discovery. - (R. 5,6,14,15,16,17)
7. Jessica (Service Mgr.), requested in Discovery. - (R. 1-3, 4,5,6, 7,8,11,14,15,16,17,44-53,54-67)
8. Mickey Harvester, Second Hilton Head Service Person. - (R. 1-3, 4,5,6,14,15,16,17,54-67)
9. Buck Adele, (R. 1-7, 8,9,10,11,62-65)
10. Hardeeville Police Officer Francis Lemus, - (R. 8,15,16,17,19,20,73-77,98-104)
11. Scot Henthorn, O.C. Welch person who witnessed my brief case being stolen. - (R. 139-146)
12. Sheriff Chris Malphrus, - (R. 7,8, 9,10,11,12,14,15,16,17,19,19,20,21,22,23,24,28-33,43,44-149)
13. David Tedder, Jasper County Legal Counsel, - (R. 7,8,9,15,16,17,28-30,40-42,44-149)
14. Chief Morris, Jasper County Sheriff, - (R. 7,8,10,21,22,34,44-149, 105-131)
15. Lt. Smith, Jasper Co. Sheriff, - (R. 7,8,9,15,16,17,18,19,20,21,22,23,24,54-67,105-131,132-138,139-146)
16. Jasper County Sheriff Deputy Hunnicutt, - (R. 7,8,9,15,19,54-67,73-77,98-104)
17. Jasper County Sheriff Deputy Hartley Umphries(?), - (R. 8,9,18,19,68-72,132-138)
18. Jasper County Sheriff Deputy Dodson, - (R. 7, 8,9,15,16,17,19,20,54-67)
19. Lt. Bryd, Jasper County Sheriff, - (R. 28-33, 121-122,62-63)
20. Front Desk Receptionist, Jasper County Sheriff's Office, - (R. 9,20-24,77-97,28-30,105-131)
21. Hertz Rental Car Personnel, court date availability. - (R. 2,7, 8,9,16,17 10,158-162,54-67,62-63)

22. S.C. Auto Dealership Associations, court date availability, - (R. 1-27,43,44-149,157)
23. Check Verification Machine Liaisons-Client relationships, requested in Discovery. - (R. 7,8,16,17)
24. H. H. Hyundai – Hyundai Corp. Liaison, requested name in discovery. - (R. 1-27,77-97,43,44-149,157)
25. Two 17 Year old Boys, Requested name in Discovery. - (R. 21)
26. SLED, Capt. Thomas Robertson, - (R. 7,8,9,10,11,12,14,15,16,17,18,19,21,22,23,24,28-30,36-39,44-149)
27. Unidentified Sheriff Deputy, Requested name to Sheriff Office and No Response. - (R. 73-76)
28. Daniel Scott, Wal-Mart Security Person, retrieved the Video for Sheriff's Office - (R. 105-131)
29. Security Person who drove the vehicle, not identified - Victim Identification Report.
(R. 20,21,22,77-97,105-131)

3. Identify all service or repair work You have had performed or Did yourself on the 2012 Hyundai Sonata prior any service or repair by Plaintiff, including the date of service or repair, the name of the Person or business that performed the service, and the nature of the service repair performed.

- Repaired damages related to accident – tractor trailer rear ended vehicle.
Johnny Ha, Complete Auto Repair LLC, 166 Forest Parkway Lake City Ga. 30260, 678-927-9039
- Right rear "Small Window"
Remote lock and key would not work to open car, my vehicle auto locked itself when I was in Florida on business and could not wait hours for a locksmith; I broke the windshield to gain access to my vehicle. Upon returning to Atlanta I removed the window, purchased a new one and with the assistance of my father we installed it.

4. Identify how your car was damaged prior to the May 23rd, 2017 accident that resulted in the following damages: hood, right fender, front bumper cover, cracked grill and the scratch on the right front door panel.

- Hood: Winter 2016, Big Canoe, Georgia – I was attempting to drive to my parent's house in the mountains and during a Snow Storm I could not manage a steep hill and turn resulting in the car sliding into a ditch. I had to walk to my parent's house and have a towing company pulled the car from the ditch.
- Right Fender and front bumper cover and cracked grill: Fall 2015, Sandy Springs Georgia I was driving and moved into the right lane and did not see a sports utility vehicle moving past me as such we collided side to side. Since the other vehicle was higher there was minimal damage to their vehicle but it was my fault. The young lady who was driving the vehicle did not want to call the police or file a claim, it appeared she did not have insurance or issues with calling the police so we agreed to handle the damages separately.

- Scratch on the right front door panel: I have no Idea.
Noted: other damages prior may 23rd, 2017 accident
- Cracked Windshield: A rock hit the window and caused a small crack on the right side middle and very top left!

5. Identify the source of the Basic Business Standards, Guidelines and Principles referenced in YOUR ANSWER.

Greg Hackney

6. Set forth any evidence You have that Hilton Head Hyundai did not install a new engine in the 2012 Hyundai Sonata. (R. 5,6,14,21,25-27,44-45)

There is no accusation or claim Hilton Hyundai did NOT put a new Engine in my Sonata.

7. List all arrest and Criminal charges which have been brought against You in the past 10 Years and with respect to each, Identify and set forth the date, charge court and disposition of all such criminal.

I do not have a Criminal Record!

8. Identify any document in your possession showing that Hilton Head Hyundai failed to make any repairs following approval for such repair by Geico. (R. 2,3,4,5,7,14,27,"Subpoena" Geico Documents)

- I was not in the conversation regarding Geico approving or denying repairs to my vehicle.
- I can state and provided copies of Geico Supplemental Statements as stated accident related items were approved by Geico after my vehicle was retrieved from their Dealership! One of which is a Standard Undergarment that is Standard on all Sonata Vehicles. (reference guidelines)

9. State with specificity all research YOU conducted and set forth any evidence that Hilton Head Hyundai could have verified your check by calling an 800 Number including, but not limited to, all sources YOU reviewed, the names and contact information of all persons with whom You spoke, and the 800 number that YOU claim could have been called. (R. 6,15)

There is an escalation process. I briefly used a phone from a person sitting next to me at a Restaurant bar as we discussed the issue. He Looked up the vendor on his phone dial the 800 number and handed me the phone. I asked if I was a customer and had problems with the machine that could not verify a check and not sure if the machine or check was at fault is there a process I could verify it over the phone including other methods. Response YES!

10. Set forth in detail the reasons you claim it was unethical for Hilton Head Hyundai to refer your concerns to the New Car Sales Manager as stated in your Answer. (R. 14,)

I requested to speak to the person Jessica, Hilton Head Hyundai Service Manager, boss, owner or general manager.

- If the general manager or owner was not available then she should have informed me as such; then ask me if I wanted to speak to the New Car Sales Manager. I would have responded NO as this was a service issue and not related to a new car and I want to speak to the person she reported vertically.
- Jessica did not introduce me to the person; including the individual did not formally introduce himself by name and/or title including informing me was neither of the persons I requested to discuss my concerns/issues.
- Moments after our brief meeting I attempted to pay my balance and another Hilton Head Hyundai Service Person identified the General Manager was present as he attempted to resolve the check machine verification issue; Jessica did not introduce me to him. Jessica's intended efforts was to direct me to another person that she did not report.
- I wanted to speak to someone was because the July 28th, 2017 supplemental record delayed my return. Jessica and I discussed the under-garment protection, a standard part, not being replaced and Geico approved. I was astonished as just prior entering an office to speak to the New Car Sales Manager she noted Hilton Head Hyundai does not provide quotes; the man whom I spoke reiterated the same message to me. I took it as a clear cohesive message to deflect the real issue why a Standard Sonata under garment protection part that was clearly ripped off during the accident was not replace. Typically, a person of business entity authority would not make such a statement nor be cohesive in a response. Thus, why I was not moved vertically on my request.

11. Identify the New Car Sales Manager to whom you spoke. If you do not know the name of the New Car Sales Manager, describe the person in sufficient detail that he or she can be identified. (R. 5,11,14,15,17,18,54-67)

- His name is Mike Butt?
- Referencing question #10 you confirm that we spoke based on your question? I assume you know the name New Car Sales Manager I spoke to? He can be identified!
- I believe he drives a Grey Audi, he drives pass me daily and flips me his middle finger as he drives by! On special days he holds both hands up and I see two Middle Fingers! Great Ambassador for Peacock Auto Mall!
- I requested his name to confirm his identity.

- The same person who approached me with documents as I was doing my activity, I informed him I did not trust him based on his behavior cussing me and flipping me the finger the previous days. He was nice at first then after I politely declined his efforts he went into a rage cussing me using horrible language.

12. Identify the representative of Hilton Head Hyundai You claim approached you on August 31st, 2017 and said that the dealership owned Hertz Rental car. If you do not know the name of the Person, describe the person in sufficient detail that he or she can be identified. (R. 8,18,21)

- His name is Mat Houghton?
- Lately he drives a while Genesis, he also enlightens me daily with his Middle Finger. Another Great Ambassador for Peacock Auto Mall
- Mat also approached me with another short gentleman; the result of our conversation was a meeting set with John Lyons. They both noted managers from another dealership as such were present in the meeting with John Lyons on September 13th, 2017. I understood their presence in the meeting to be for witness – protection and/or another pair of eyes on the conversation. Shortly after I asked where they went as I returned to ask John Lyons a question and a person answered back to the Hyundai Dealership. I followed up with a question and it was explained to me they were both managers of the Hyundai Dealership! Good Grief!
- John Lyon should be able to identify the person as he was present in the meeting and I addressed the ridiculous statement he made regarding Hertz Rental Car as it was intended to deflect the seriousness of their actions. I moved the conversation forward as he was embarrassed I called out his statement in the meeting. John Lyons looked at him in disbelief and disappointment.
- Identify Mat by his Cell phone call records! He approached me and noted O. C. Welch called him the previous day and mentioned to me I heard you an O.C. Welch spoke yesterday. He identified himself as another dealership manager as I thought a good faith effort by New River Auto Mall to send an outsider to review the issues and find a resolution.
- O.C. Welch will confirm that he did call Mat Houghton the previous day, August 30th, 2017 to inquire why I was walking with a sign in front of their dealership. Mat opened the conversation that OC and he spoke "Yesterday" as he said to me I heard you talked to O.C. Welch. I can confirm I spoke with Mat through his and O.C Welch Phone records. O.C. Welch will provide phone records if required; his and Mat's records will show a phone call on August 30th, 2017.
- I believe this can confirm and help you solve his name and "YOU claim Question"

- 13. Provide in detailed description of the person YOU claim stole YOUR sign on September 4th, 2017 or any other date, including the date you claim your signs were stolen. (R. 17,18,21,68-69,73-76,98-102,148)**

- **August 30th, 2017**

I can only confirm that the sign was stolen out of my car.

- **September 4th, 2017**

An African American dressed similar to Car Salesman I see in the dealerships with Tan Slacks, Short Sleeve Shirts. (Red – Blue Shirt)

The person could have been easily identified as Peacock Auto – Mall dealerships have cameras in and around their dealership but Deputy Sheriff Hunnicutt made no effort to assist identifying the person who stole my sign.

His testimony in court will provide a timeline that I did not have a sign when I approached him regarding the theft and had not left the area in front of the Peacock Auto Mall.

The event happened immediately after I was told to leave the premise and quit doing my activity. The two other Sheriff Deputies drove away as deputy Hunnicutt was parked behind the Peacock Auto Mall sign confirming I was leaving. As I walked back from my sign to get my keys I motioned to him what I was looking for them; as I walked back concerned he would not think I was leaving and arrest me as they had threatened. Moments later he saw me run after a person who stole my sign and did nothing except give me a no trespassing notice.

- **January 19th, 2017**

Two Caucasian men drove up from exiting Peacock Auto- Mall and drove to the grass and jumped from the vehicle and put the sign into the White Mini Van. Similar to the ones parked in front of the Dodge Jeep Dealership – in the grass. I could not identify exactly what they were wearing.

- I told Deputy Sheriff Hartley of the theft and she recommended I park under Security Cameras.

- 14. Set forth in detail Your claim that a sign was stolen from inside Your vehicle including the date you claim the sign was stolen from inside Your vehicle at the time, whether the car was locked at the time, and a detailed description of the person You claim stole the sign. (R. 18, 68-69)**

- My vehicle was not locked at the time.
- I told Deputy Sheriff Hartley of the theft and she recommended I park under Security Cameras.

- 15. Set forth in detail in what way the failure of the check verification machine at Hilton Head Hyundai to read you check was unethical behavior by Hilton Head Hyundai. (R. 6,15)**

- The interesting cohesive effort was concerning; 4-5 people all surrounded the check machine and attempted to get my check to be processed for approval including the General Manager. As

I looked at this weird effort the person who identified the General Manager in Number 10 "Rolled his Eyes at me" as I took it in disbelief they were attempting a valiant effort but a deceptive one!

- There was no attempt to verify if their machine was default, escalate approval to a higher person within Hilton Head Hyundai including their check verification vendor! They were aware I did not have a debit or credit card on me and from Atlanta, Georgia as such just let me walk out the door without my vehicle.
- One of my concerns regarding their behavior was the following days as I learned that they were part of an Auto Mall and had relationships with the other dealerships. I assume a manager could have walked to anyone of them to verify if it was their machine or my check that was the issue. Maybe, getting an approval? At the very least see if their machine read the check? Makes sense? An effort at least?
- Base on my experience if their check verification machine goes down and is not working all the customers during that time period who prefer using a check for payment would be out of a process to retrieve their car! I would assume a large organization as an Auto Mall would have an escalation procedure for this process. Surely, they would not say to their customer our check verification machine is not working – broken so can you come back another day to get your car! Good Grief! Well, this is what happened to me!
- Noted: If their machine does not work it is same as a check not appearing to be able to process! As it stood there were there other options including escalating internally, escalating to the vendor or any other dealerships machine? I was disappointed and astonishing no other effort was made and they just let me walk out the door without my car.

16. Identify the dealership In Atlanta You claim you spoke with regarding the engine recall for Your Car including the date any communications and the name of the person with whom You spoke. (R. 44-51, 52, 53)

- August 1st, 2017
- Hyundai, Alpharetta, Georgia
- The conversation was with one of their Service Persons, I did not write down his name and remember he was a male.
- The conversation took place that same day as they printed the service records on my Sonata.

17. Set forth any evidence that You have that any employee of Hilton Head Hyundai opened the doors or windows of Your car while in the Wal - Mart parking lot. (R. 17,18, 68-69)

- Circumstantial Evidence: Mike Butt whom I spoke regarding my car, the New Car Sales Manager had cussed me days prior including calling me a crack head. He had yelled as I walked in front of their dealership doing my activity, he knew I was parked at Wal-Mart
- I had two MacBook Pro Computers in my car and they were not stolen. The car was breached and it was not for theft, it was clearly an intimidation tactic and it was for three consecutive days!
- I told Deputy Sheriff Hartley about the breach and she recommended I park under Security Cameras.

18. Set forth description of the persons You identified a Josh in your Answer. (R. 19, 68-72)

Please review the police report, the statement made after the incident noted, Shawn!

19. Set forth a detailed description of the two 17 year old boys who wash cars you contend confirmed they saw an employee of Hilton Head Hyundai steal your sign. (R. 19,20,21,98-104)

- They told me that they did not work for New River Auto Mall but a subcontractor who washed Hilton Head Hyundai cars.
- They approached me in a golf cart wearing bright yellow vest you would see workers wearing on the Highway.
- It was at dusk and my thoughts were not centered on describing them at a later date.
- Our conversation was my intended deflection of the entire event; exercising my First Amendment Rights and another person taking it away by stealing a sign. I explained that typically a business would not interfere with any person exercising their Constitutional Rights and was very disappointed the young me had to witness Hilton Head Hyundai's horrible act.
- I discussed the issue in my meeting with John Lyons on September 13th, 2017; he did not counter my statement regarding two 17-year-old young men who washed their cars.
- I requested their names through discovery and will have ask them to testifying in the trial.

20. State with specify any evidence You have that there was not a risk to the 2012 Hyundai Sonata in driving it to Atlanta after it failed the engine test. (R. 14,15,44-53)

- I was told the risk was to me.
- I spoke to a Service Person at Hyundai in Alpharetta, GA and they informed me that I could have driven my car back and it was not a requirement to leave the car after a failed test.
- I had been driving the car since the recall notice, December 2015;

- I was told by John Lyons in our meeting on September 13th, 2018 Jessica, Hilton Head Service Manager, presented me a waiver form that I would have signed to drive my car at my own risk! I did not speak to Jessica until after I was back in Atlanta, Georgia.
- Jessica and I first spoke when I was back in Atlanta, Georgia regarding an extension related to the Hertz Rental Car; she had to get it approved through Hilton Head Hyundai Corporate as such she did and it was extended.

21. State with specificity the reasons You did not return the rental car when the repairs were completed on August 9th, 2017. (R. 161-162)

- I do not remember the exact date but it was after the July 28th, 2017 Supplemental Order and the subsequent delay on receiving the associated parts.
- 280 miles - 560 round trip.
- At one point I was not sure if I was going to fly down then drive to Florida - Consulting.
- I was working in Atlanta, then decided to drive and get my car and then drive to Florida to continue my work – Consulting for an Orthodontic Software Company.
- My Geico Policy was covering the time period and upon returning the vehicle they made the full payment to me for the time period Hertz Rental billed me for the same thereof.

22. State with specificity all evidence You have that Hilton Head Hyundai was involved in a bait and switch regarding Your vehicle.

(R. 14, Reference #10, Interrogatories

On August 25th, 2017 I wanted to discuss my issues with Jessica, the Hilton Head Service Manager, Boss and/or the General Manager. I sat down with a person whom I assumed was one of the persons referenced only to uncover it was the New Car Sales Manager.

I explained the issues regarding the Under Protection Garment and other issues related to my Vehicle and received a similar cohesive response they do not get involved in quotes and it was all Geico's fault!

(R. 7,15,16,17,54-65,155)

On August 26th, 2017 I attempted to make the \$1,000 deductible payment required to cure the balance and thus have my vehicle returned into my possession. As noted there was an issue because the check could not be confirmed by their check verification machine. I returned the following afternoon and used a credit card for payment with the understanding Hilton Head Hyundai would return my car. Suddenly after making the payment Jessica, the Hilton Head Service Manager set another condition related to the

return of my Hertz Rental Car that was in my name. I had to return the Hertz Rental Car to them prior them returning my vehicle.

(R. 8,18,21,54-65,#12 Interrogatories)

Matt Houghton, Hilton Head Hyundai owns the Hertz Rental Car located on the New River Auto Mall premise. His comments were intended to deflect the seriousness of Hilton Head Hyundai's conduct on August 26th, 2017.

23. Identify all dates and times You have picketed Plaintiff's business, and state with specificity what was printed on Your signs, and of what was printed changed, state with specificity when it was changed and why. (R. 18,23,76-97,68-72,98-104,105-131,139-147,148,157)

- I did keep a brief account of my activity for Sheriff Chris Malphrus, (Delivered to his office) it was intended to update him on the number of times I crossed each intersection or road adjacent to the associated dealerships.
- I do not keep records for myself as related to the number of days I did my activity in front of Hilton Head Hyundai Dealership and the related dealerships associated to the Auto Mall entrance.
- I did have a new sign each day after 3 signs were stolen and when I felt they were not presentable and/or professional in view.
- September 29th, 2017 I can reference the sign changed to Unprofessional, Unethical, Harassment, Intimidation as related to their behavior post August 26th, 2017.

PRODUCE TO DEFENDANT

- 1. Copies of any and all Documents or tangible things, including but not limited to, those identified or alluded to in Your responses to Hilton Head Hyundai's first Set of Interrogatories or which support or refute any fact related to any claim or allegation or defenses of any party.**
- 2. Any and all sketches, plats, photographs, or similar tangible Documents related to the subject matter of this lawsuit, including but not limited to the claims or allegations or defenses of any party.**
- 3. Any and all recorded statements of parties or witnesses. (R. 104, 146)**
- 4. Produce curriculum vitae for each and every expert You have retained in this case.**
- 5. Produce all expert reports and other material generated by any expert witnesses You have retained in this case.**
- 6. Produce all Documents regarding Your purchase of the Hyundai Sonata You brought to Plaintiff. (R. 139-147)**

I did not purchase the Sonata, my brother in law Dr. Michael Stewart purchased the vehicle in June 2015 and Titled it to me on January 21st 2016. There was not a purchase price, I was required to pay the estimated \$800* in taxes to title the vehicle in my name. A copy of the title was in my briefcase that was stolen from the median adjacent to Hilton Head Hyundai on November 1st, 2017.

- 7. Produce very Document showing maintenance, repairs, detailing and service performed by anyone, including You, since You purchased the Hyundai Sonata. (R. 51,52)**

The car did not require any service related issues, except a new battery; I stopped at the Daytona Hyundai dealership and the purchase is noted as a visit on the document referenced.

- 8. Produce each and every document relating to any accident or damage to the Sonata since you purchased the vehicle including but not limited to: accident reports; insurance claims; insurance settlements and correspondence: estimate of damages.**

Geico Subpoena, review clarification email.

9. Produce all documents in Your possession regarding approval by Wal-Mart or Publix of the Check. (R. 6, 61)

The original Complaint referenced page 6 noted an incorrect statement regarding my check was declined by a third party-party check processing company. Subsequent reference to the incident in their brief to the South Carolina Court of Appeals noted their machine could not read my check. I requested documentation but did not receive any per their corporate office; I decided it was not necessary to follow up on the matter as noted below!

Please review response to Interrogations to Defendant #9 and #15.

10. Produce any document You have provided or received from the Jasper County Sheriff's Office. (R. 28-156)

11. Produce a copy of your policy with Geico along with any correspondence that was in effect at the time of your accident.

Geico Subpoena, review clarification email.

12. Produce all documents which support your claims on Your signs that Hilton Head Hyundai are liars. (R. 6,8,10,11,14,2516,17,44-53,54-67,105-138,)

- Corey Johnson informed me I had to leave my car at Hilton Head Hyundai after it failed the Engine recall test.
- Matt Houghton and another Gentleman approached me on the side of the road where I was doing my activity and wanted to resolve the issues. Introduced themselves as other Dealership Managers.
- New Car Sales Manager and Jessica, the Service Manager told me the never get involved in a quote.
- Jessica, the service manager said they have a great relationship with Buck Adele, knew him for for 12 years. He did not know here and noted they rarely do business with them.
- Matt Houghton telling me that he was a manager at another dealership, he was a manager at the Hilton Head Hyundai Dealership

- (R. 7,15,16,17,54-65,155)

On August 26th, 2017 I attempted to make the \$1,000 deductible payment required to cure the balance and thus have my vehicle returned into my possession. As noted there was an issue because the check could not be confirmed by their check verification machine. I returned the following afternoon and used a credit card for payment with the understanding Hilton Head Hyundai would return my car. Suddenly after making the payment Jessica, the Hilton Head Service Manager set another condition related to the return of my Hertz Rental Car that was in my name. I had to return the Hertz Rental Car to them prior them returning my vehicle.

- (R. 8,18,21,54-65,#12 Interrogatories)

Matt Houghton, Hilton Head Hyundai owns the Hertz Rental Car located on the New River Auto Mall premise. His comments were intended to deflect the seriousness of Hilton Head Hyundai's conduct on August 26th, 2017.

- New Car Sales Manager calling me a crack head and informing me I had a Criminal Record.
- John Lyons telling me Jessica, the Service Manager, offered me a Waiver so that I could drive my car back to Atlanta. Thus no liability to Hilton Head Hyundai.
- September 13th, 2017, John Lyons noted he would tell his people to stop stealing my signs, harassing me etc. On September 20th, 2017 he directed the Peacock Auto Mall Security Team Person to follow me from their premise to the Wal-Mart Parking lot where I was parked. Review Wal-Mart Video.
- I asked Mickey during the walk around if there was warranty documentation, mileage documentation on the new engine installation. He said no. During my meeting with John Lyons I expressed my concerns and he said there was documents including warranty – mileage start date etc.

13. Produce all documents which support the claims on Your signs that Hilton Head Hyundai was involved in a Bait N Switch. (21,11,105-131)

- *Harassment Video – Promise for their employees to not harass me in reference to my activity*
September 13, 2017 Meeting with John Lyons and two other Hilton Head Hyundai Managers. I would argue regardless if you believe people cussing me, stealing my signs, water in my vehicle stolen keys I discussed this harassment and intimidation and was assured that no one in his organization would approach me etc. We met again that afternoon and he again put me in comfort that all would be peaceful. Seven days later the Peacock Auto Mall Security Vehicle followed me off their premise into the Wal-Mart Parking lot. The meeting with two other gentlemen moved me into a feeling of comfort that the issues would be resolved, they would remain professional and not harass, intimidate me including any other unprofessional - unethical acts.

On September 20th, 2018 the incident occurred and on September 22nd, 2017 I approached him to ask if there was an over extending Security Person because just days earlier I had his committed and comforting comments. He explained to me that he ordered them to do so!

- **#22, Interrogatories**

State with specificity all evidence You have that Hilton Head Hyundai was involved in a bait and switch regarding Your vehicle.

(R. 14, Reference #10, Interrogatories)

On August 25th, 2017 I wanted to discuss my issues with Jessica, the Hilton Head Service Manager, Boss/or the General Manager. I sat down with a person whom I assumed was One of the persons referenced only to uncover it was the New Car Sales Manager.

I explained the issues regarding the Under Protection Garment and other issues related to my Vehicle and received a similar cohesive response they do not get involved in quotes and it was all Geico's fault!

(R. 7,15,16,17,54-65,155)

On August 26th, 2017 I attempted to make the \$1,000 deductible payment required to cure the balance and thus have my vehicle returned into my possession. As noted there was an issue because the check could not be confirmed by their check verification machine. I returned the following afternoon and used a credit card for payment with the understanding Hilton Head Hyundai would return my car. Suddenly after making the payment Jessica, the Hilton Head Service Manager set another condition related to the

- Jessica, the service manager said they have a great relationship with Buck Adele, knew him for for 12 years. He did not know here and noted they rarely do business with them. I took it as they would work closely together and their relationship made me feel comfortable leaving my vehicle at their dealership. There was clearly a disconnect because evidenced on August 25th, 2017 when I arrived to retrieve the vehicle.
- Mat and his friend approached me on September 12th, 20167 regarding a process to resolve the issues. The informed me they were not with Hilton Head Hyundai but another dealership. They were in fact employed managers of the Hilton Head Hyundai Dealership.

14. Produce all Documents which support the claims Your signs that Hilton Head Hyundai are Unethical. (R. 6,7,8,1114,15,16,17-22,54-65,98-104,105-131,139-147,148,155)

- (R. 14, and #10, Interrogatories)
- (R. 6,15 and #15 Interrogatories)
- **(R. 14, Reference #10, Interrogatories)** On August 25th, 2017 I wanted to discuss my issues with Jessica, the Hilton Head Service Manager, Boss and/or the General Manager. I sat down with a person whom I assumed was one of the persons referenced only to uncover it was the New Car Sales Manager. I explained the issues regarding the Under Protection Garment and other issues related to my Vehicle and received a similar cohesive response they do not get involved in quotes and it was all Geico's fault!

- (R. 7,15,16,17,54-65,155) On August 26th, 2017 I attempted to make the \$1,000 deductible payment required to cure the balance and thus have my vehicle returned into my possession.

As noted there was an issue because the check could not be confirmed by their check verification machine. I returned the following afternoon and used a credit card for payment with the understanding Hilton Head Hyundai would return my car. Suddenly after making the payment Jessica, the Hilton Head Service Manager set another condition related to the return of my Hertz Rental Car that was in my name. I had to return the Hertz Rental Car to them prior to returning my vehicle.

- Mat and his friend approached me on September 12th, 20167 regarding a process to resolve the issues. They informed me they were not with Hilton Head Hyundai but another dealership. They were in fact employed managers of the Hilton Head Hyundai Dealership.
- (R. 8,18,21,54-65,#12 Interrogatories)
Matt Houghton, Hilton Head Hyundai owns the Hertz Rental Car located on the New River Auto Mall premise. His comments were intended to deflect the seriousness of Hilton Head Hyundai's conduct on August 26th, 2017.
- Jessica and the New Car Sales Manager Blamed Geico for not repairing my vehicle.
- Three stolen Signs.
- Stolen Brief Case.
- Stolen Car Keys.
- Breach of my car, Water drenched my car upon my return from doing activity in front of their Dealership.
- First days of doing my activity in front of their dealership, they drove in their golf carts cussing me, flipping me the middle finger etc.
- Wal-Mart Harassment Video.
- I was speaking to a couple outside the dealership and Hyundai Sales Persons in their Golf Carts.
- Drove behind me on the other side of the ditch cursing and offending the people I was speaking.
- Mat and his friend approached me on September 12th, 20167 regarding a process to resolve the issues. They informed me they were not with Hilton Head Hyundai but another dealership. They were in fact employed managers of the Hilton Head Hyundai Dealership.

15. Produce all Documents in your possession which indicate that Hilton Head Hyundai failed to make a repair to Your Vehicle that was authorized by Geico.

Geico Subpoena, review clarification email.

16. Produce all Documents in your possession which show that Hilton Head Hyundai and Not Geico has the authority to authorize repairs which will be covered under Your Geico Insurance Policy.

17. Produce all Documents in Your possession which show the rental car came from Hertz At the New River Auto Mall could be returned to a different Location. (R. 62,63)

18. Produce all documents of any publication of Your opinions of or statements regarding Plaintiff to anyone, including individuals, newspapers, TV Stations, radio stations, and other Media. (R. Wal-Mart Video, 911 Call Recording)

I spoke to The Island Packet and provided them a copy of the 911 call and Wal-Mart Video; they made a copy and returned the one I provided to them.

IN THE STATE OF SOUTH CAROLINA
COUNTY OF JASPER

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

First Team Hyundai, LLC dba Hilton Head
Hyundai,

C. A. No. 2017-CP-27-0386

Plaintiff,

v.

PARTIAL MOTION FOR SUMMARY
JUDGMENT

Greg S. Hackney,

Defendant.

TO: DEFENDANT, GREG S. HACKNEY:

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for the Plaintiff First Team Hyundai, L LC dba Hilton Head Hyundai (Dealership), will move before the Presiding Judge of the Fourteenth Circuit, at the Jasper County Courthouse on the tenth (10Th) date hereafter, or at such time and place as the Court may designate, for an Order granting summary judgment in its favor under Rule 56 of the South Carolina Rules of Civil Procedure.

INTRODUCTION

A year ago, Defendant got upset with the Dealership, his insurance carrier, the Jasper County Sheriff's office, and various unknown people. He tried to extort money from the Dealership and when he didn't get what he wanted, he decided he would damage their business:

... "Well," he says, "now, the last thing I need is," you know, "I want to give you a little gut punch. You're going to know that who I am and where I'm from. And I want you to go to your attorneys and tell your attorneys, they'll know the number, and ask your attorneys what the number is to write me a check. Then I'll go away."
(Hearing Transcript, p. 25, ll. 14-20)

Defendant then began picketing outside of the Dealership's business, for the past year, falsely

accusing it of unethical business practices. Such actions are not afforded constitutional protection.

Defendant brought his 2011 Hyundai Sonata to the Dealership after he drove through a pot hole. (Transcript p. 38, ll. 3-6) The Dealership determined that the car also had an open recall that could cause it to stall while in motion, increasing the risk of a crash. (Ex. A) The manufacturer instructed the Dealership to test all cars within the recall and if they failed the test, to replace the engine. Defendant agreed and signed to have the engine replaced as well as having the repairs from the accident performed.

Defendant's insurance was with GEICO. The Dealership followed its standard practice for repairs to a vehicle covered by insurance: it prepared an initial estimate, then GEICO sent an adjuster to inspect and authorize repairs. GEICO's adjuster photographed the car and noted pre-existing damage and did not authorize those repairs. All other authorized repairs were made.

In the meantime, Defendant was in a much newer rental car. The repairs were completed July 14 2017. However, Defendant remained in the rental car and did not return to pick up the Sonata until August 25th. The Dealership's check verification machine was unable to read Defendant's check and he became agitated.

Defendant returned the next day to pay the deductible by credit card. Defendant stated that he had communicated with Hertz and was informed that they were going to report the car as stolen if he did not return it on the 26th. (Amended Answer, p. 18) Defendant was asked by the Dealership's Service Manager to return the rental car and he refused. Defendant called 911. When a deputy arrived, he confirmed that Defendant needed to return the rental car. The Dealership has suffered significant financial losses as a result of Defendant's defamatory statements.¹

¹ Potential customers have informed the Dealership they did not make a purchase because of the Defendant. (Affidavit of Amanda Stewart)

SUMMARY JUDGMENT STANDARD

Summary judgment is proper when there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. *R.J. Hendricks, II v. Clemson Univ.*, 353 S.C. 449, 455, 578 S.E.2d 711, 714 (2003) (citation omitted). "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party." *Bishop v. South Carolina Dep't of Mental Health*, 331 S.C. 79, 85, 502 S.E.2d 78, 81 (1998).

ARGUMENTS

I. Summary Judgment is Appropriate in Favor of the Dealership as to its Defamation Cause of Action

1. The elements of defamation include: (1) a false and defamatory statement concerning another; (2) an unprivileged publication to a third party; (3) fault on the part of the publisher; and (4) either actionability of the statement irrespective of special harm or the existence of special harm caused by the publication. *Murray v. Holnam, Inc.*, 344 S.C. 129, 139, 542 S.E.2d 743, 748 (Ct.App.2001).
2. The evidence establishes that Defendant defamed the Dealership and there is no genuine issue of material fact by which a jury could find to the contrary.

A. Defendant's Statements are Defamatory as a Matter of Law

3. Slander "is actionable per se when the defendant's alleged defamatory statements charge the plaintiff with one of five types of acts or characteristics: (1) commission of a crime of moral turpitude; (2) contraction of a loathsome disease; (3) adultery; (4) unchastity; or (5) unfitness in one's business or profession." *Goodwin v. Kennedy*, 347 S.C. 30, 36, 552 S.E.2d 319, 322-23 (Ct. App. 2001).
4. Libel is actionable per se if it involved written or printed words that tend to degrade the person in the estimation of his friends or acquaintances or the public or to disgrace him. *Holtzscheiter v. Thomson Newspapers, Inc.*, 332 S.C. 502, 506 S.E.2d 497 (1998) (*Holtzscheiter II*). Essentially, all libel is actionable *per se*.
5. Defendant's signs stated, under Hilton Head Hyundai's name:

LIES LIES FRAUD FRAUD

(Amended Answer, p. 10)

UNPROFESSIONAL
UNETHICAL
HARASSMENT
INTIMIDATION.

(Amended Answer, p. 10)

UNTRUSTWORTHY
LIES LIES
LIARS
UNETHICAL

(Exhibit B)

LIES
LIARS
BAIT N SWITCH

(Exhibit B)

6. Defendant is accusing the Dealership of being unfit in its business, therefore, his statements are actionable *per se*.

B. Defendant's Statements are False as a Matter of Law

1. The only admissible evidence in the record is that the Dealership did not commit fraud

- a. In order to prove fraud, the following elements must be shown: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *Ardis v. Cox*, 314 S.C. 512, 515, 431 S.E.2d 267, 269 (Ct. App. 1993).
- b. The failure to prove any element of fraud or misrepresentation is fatal to the claim. *Austin v. Stokes-Craven Holding Corp.*, 387 S.C. 22, 50, 691 S.E.2d 135, 149 (2010).
- c. Defendant claims the Dealership made the following false statements:
- i. The vehicle had to be repaired at the Dealership because it was dangerous to drive to Atlanta (Answer p. 32)

- a. It is undisputed that Defendant's car was subject to a recall. (Ex. A) Hyundai's Recall information indicated that the car could stall creating a dangerous situation. (Ex. C) The Dealership was instructed by the manufacturer to test all cars within the recall and, if they failed, to replace the engine. (Ex. C) The test performed by the Dealership showed that the engine failed the recall test and had to be replaced. (Ex. D) Hackney signed the Repair Order agreeing the car would be repaired by the Dealership. (Ex. E)
 - b. The Dealership did not have a duty to tell Defendant he could take the risk to drive the Sonata back to Atlanta. The element of "false misrepresentation" cannot be premised upon silence when there is no duty to speak. See *Pitts v. Jackson Nat'l Life Ins. Co.*, 352 S.C. 319, 334, 574 S.E.2d 502, 509 (Ct.App.2002) Plus, the manufacturer made it clear that any failed engine must be replaced.
- ii. Defendant claims he was falsely told the engine was replaced with a new engine (Amended Answer p. 5)
 - a. Defendant has presented no basis for this allegation.
 - b. The evidence in the record shows that the recall repair was performed by the installation of a new engine. (Ex. F)
- iii. Defendant claims he was told by the "new Sales Manager and Jessica that they never get involved in a quote related to any accident but he received a quote from Corey Johnson." (Answer p. 32)
 - a. Defendant admitted that GEICO performed and inspection of his vehicle and authorized certain repairs. He also admitted that GEICO had the sole and final authority to authorize payment for repairs to the car. (Ex. G) Failure to answer Requests to Admit within 30 days deemed an admission. Rule 36, SCRCP.
 - b. A comparison of the NRAM Collision Center estimate dated July 21, 2017 (Ex. H) and the GEICO estimate dated July 27, 2018 (Ex. I) demonstrates that GEICO prepared its own estimate in which it determined the repairs that were authorized. The Collision Center recommended an "undercover" costing \$208. GEICO authorized a "front shield" costing \$65. After Defendant picked up his car from the Dealership, GEICO authorized the \$208 "undercover" on September 6th (which Defendant has never asked the Dealership to perform).
- iv. Defendant claims the Dealership fraudulently required him to return the rental car. (Answer p. 32)
 - a. At the Motion for the Preliminary Injunction, Defendant did not claim the Dealership made a false statement to him, only that he was told he needed to return the rental car. (Transcript, p. 41, ll.

- 13-14).
- b. Defendant admits that he was told by two Jasper County Sheriff's Deputies that he needed to return the Hertz rental car prior to receiving his car. (Amended Answer 19-20)
- v. Defendant claims a Dealership employee told him they owned the Hertz on their premises (Answer p. 38)
- a. Defendant claims a manager from another Peacock dealership, not someone who purported to be a representative of the Plaintiff, told him they owned Hertz on their premises. (Answer p. 17) This is hearsay and not admissible. Our appellate courts have interpreted Rule 56(e) to mean materials used to support or refute a motion for summary judgment must be those which would be admissible in evidence. *Hall v. Fedor*, 349 S.C. 169, 561 S.E.2d 654 (Ct.App.2002).
 - b. Plaintiff claims the statement was made after he had returned the rental car, therefore it could not have been made with the intent that he rely upon it.

2. The only evidence is that the Dealership did not act unethically

Defendant claims the Dealership acted unethically in the following manner:

- a. Defendant claims the Dealership acted unethically when its security officer followed him into the Wal-Mart parking lot. (Transcript, p. 45, ll. 18-21)
 - i. The Affidavit of the Dealership's David Salzman states that he did observe Defendant for several minutes in the Wal-Mart parking lot because he was concerned about his erratic behavior at the Dealership. (Affidavit of David Salzman) Mr. Salzman was approached while inside his parked car in the parking lot by Defendant, who physically threatened him.
 - ii. It is certainly not unethical for a business to express concern for the safety of its employees and customers.
- b. Defendant claims it was unethical for the Dealership to direct him to the New Car Sales Manager to address his concerns when he asked to speak with the owner or General Manager. (Amended Answer, p. 3)
 - i. There is no evidence of unethical behavior related to this encounter. Defendant admits that the individual identified himself as the New Car Sales Manager.
- c. Defendant claims the Dealership acted unethically when its Telecheck machine could not read his check.
 - i. Defendant admits that the Telecheck² machine was unable to read the check. (Ex. G, Request to Admit No. 4) Failure to answer Requests to Admit within 30 days deemed an admission. Rule 36,

² Telecheck is a service that guarantees payment of a personal check in case it bounces.

SCRCP.

3. The Dealership did not harass or intimidate the Defendant

- a. Defendant claims he placed his personal belongings along the side of the road and that unknown persons stole his items while he was standing some distance away.
- b. He further claims that while he was standing on the roadway, he left his car in the Wal-Mart parking lot, only to return and find that the doors and windows were open.
 - i. Defendant has presented no admissible evidence that any of these acts were committed by the Dealership or at its direction.
 - ii. If a servant acts for some independent purpose of his own, wholly disconnected with the furtherance of his master's business, his conduct falls outside the scope of his employment. *Hancock v. Aiken Mills*, 180 S.C. 93, 185 S.E. 188 (1936). The Dealership is in the business of selling and servicing automobiles. None of the acts alleged by the Defendant can be said to be in furtherance of Plaintiff's business.

C. Defendant Published the Statements to Third Parties

- 9. Defendant published his statements by standing with his signs on a public roadway and speaking with passerby's regarding his statements about the Dealership. (Amended Answer p. 12, Ex. B)
- 10. The Dealership therefore requests that the Court grant summary judgment in its favor as to defamation and schedule a hearing on damages.

II. Defendant is Entitled to Injunctive Relief after Defamation is Established

- 11. The Supreme Court of the United States has made it clear that defamatory speech is not protected by the First Amendment. *See Beauharnais v. Illinois*, 343 U.S. 250 (1951) (Frankfurter, J) (libelous utterances [are] not ... within the area of constitutionally protected speech). United States Supreme Court authority is binding on courts in South Carolina when it deals with constitutional rights.
- 12. As set forth above, Defendant's statements are defamatory as a matter of law.
- 13. In addressing unprotected pornographic speech, the Supreme Court stated:

...liberty of speech...is not an absolute right, and that "the protection even as to previous restraint is not absolutely unlimited".

Kingsley Books Inc. v. Brown 354 US 436, 441 (1957) (Frankfurter, J)

14. Appellate Courts in other jurisdictions have followed the United States Supreme Court rulings and have allowed narrowly tailored permanent injunctive relief as a remedy for defamation. *See Hill v. Petrotech Res. Corp.*, 325 S.W.3d 302, 308–09 (Ky.2010); *Balboa Island Vill. Inn, Inc. v. Lemen*, 40 Cal.4th 1141, 57 Cal.Rptr.3d 320, 156 P.3d 339, 347–49 (2007); *Sid Dillon Chevrolet v. Sullivan*, 251 Neb. 722, 559 N.W.2d 740, 746–47 (1997); *Advanced Training Sys., Inc. v. Caswell Equip. Co.*, 352 N.W.2d 1, 11 (Minn.1984); *Retail Credit Co. v. Russell*, 234 Ga. 765, 218 S.E.2d 54, 62–63 (1975); *O'Brien v. Univ. Cmty. Tenants Union, Inc.*, 42 Ohio St.2d 242, 327 N.E.2d 753, 755 (1975); *see also Lothschuetz v. Carpenter*, 898 F.2d 1200, 1208–09 (6th Cir.1990) (Wellford, J., concurring in part and dissenting in part); *id.* (Hull, J., joining Judge Wellford's opinion on this question).
15. Therefore, the Dealership requests this Court to narrowly tailor a permanent injunction preventing Defendant from publishing the defamatory statements that the Dealership has acted fraudulently, unprofessionally, untrustworthily, dishonestly, unethically, or that it is engaged in harassing or intimidating behavior.

III. SUMMARY JUDGMENT SHOULD BE GRANTED IN PLAINTIFF'S FAVOR AS TO DEFENDANT'S COUNTERCLAIMS

A. Summary Judgment Should be Granted as to Defendant's Conversion Cause of Action

16. Conversion is an unauthorized assumption and exercise of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights. *Steele v. Victory Savings Bank*, 295 S.C. 290, 368 S.E.2d 91 (Ct.App.1988).
17. Defendant claims that he had a ten-minute conversation with an employee of the Dealership regarding whether he was required to turn in the rental car prior to receiving the Sonata. (Transcript p. 41, ll. 16-17)
18. A claim of conversion is inapplicable where the "[i]ntention [is] good, the duration brief, the event harmless". W. Page Keeton, et al., *Prosser and Keeton on the Law of Torts* § 15.
19. Defendant admits that it was the Jasper County Deputy who required him to leave the keys to the rental car. (Transcript p. 42, ll. 4-7)
20. There is no dispute that Defendant received his Sonata.
21. Therefore, summary judgment should be granted in the Dealership's favor as to conversion.

B. DECEPTIVE SERVICE TACTICS

1. Defendant claims that the Dealership's statement that it was unsafe to drive the Sonata back to Atlanta when it failed the engine recall test was a "deceptive service tactic."

- a. As set forth above, the only evidence in the record is that the manufacturer identified the risk of a crash while operating a vehicle that failed the recall engine test. (Exhibit C) The manufacturer instructed the Dealership to replace any engine that failed the test.
- b. Defendant does not dispute that his vehicle was subject to the recall, that his car failed the recall inspection, that his engine needed to be replaced, or that he authorized the repair.
- c. The Dealership's statement that the car should not be driven until the engine was replaced was based on the instructions of the manufacturer and was designed to protect the safety of both the Defendant and other drivers on the road.

C. VIOLATION OF CONSTITUTIONAL CIVIL RIGHTS

1. As set forth above, Defendant does not have a constitutional right to publish defamatory statements.
2. Defendant seems to confuse constitutional rights with some imagined right not to have his feelings hurt in that he claims his rights were violated by people insulting him while he was protesting.
3. Defendant' claims that some unknown person stole his car keys or opened his car windows and doors are unrelated to any constitutional rights he may have.
4. Defendant's claim that his signs were stolen by unknown persons or that he was followed by a security guard is not a violation of his civil rights as a matter of law. In the absence of action under color of law, there can be no First Amendment violation. See *Cousins v. Higgins*, Civil No. 1:14-CV-515-DBH (D. Me., June 15, 2015) (finding that volunteer firefighters did not violate Plaintiffs' freedom of speech by stealing a sign Plaintiffs erected in front of their burned buildings after a fire where the firefighters were not acting under color of law.)

D. DECEPTIVE SERVICE- PAYMENT TACTICS

1. Defendant claims the failure of the Dealership's Telecheck machine to read his check was a "deceptive service-payment tactic."
 - a. Defendant admits that the Telecheck machine was unable to read the check. (Request to Admit No. 4) Failure to answer Requests to Admit within 30 days deemed an admission. Rule 36, SCRCP.
 - b. Many businesses use Telecheck to provide added assurance that the check will be paid. There is nothing deceptive in using this established business procedure.

E. STANDARD BUSINESS GUIDELINES AND PRACTICES NOT FOLLOWED

1. Defendant has failed to identify any "Standard Business Guidelines and Practices" that the Dealership has a duty to follow.
2. Defendant notes that multiple supplemental service orders were created during the course of the service work on his vehicle. A portion of the repair work was completed in the Dealership's service department and separate repair orders were necessary for the work performed under the manufacturer's recall and the repairs covered by

GEICO. The work performed in the Collision Center followed a standard process by which supplemental orders are prepared when changes are made to the original estimate.

3. As set forth above, there is no evidence of fraudulent statements by the Dealership's employees.
4. Defendant does not specify what he alleges as "deceptive security personnel tactics to resolve customer issues." Defendant suggests in his pleadings that it was deceptive for a Jasper County Sheriff's Deputy not to inform the Defendant that he provided security for the Dealership when he was off-duty.

This Motion is based on applicable federal and state jurisprudence, Plaintiff's Requests to Admit, supporting Affidavits and Plaintiff's Memorandum in Support of its Motion for Partial Summary judgment.

s/Bradford Neal Martin

Bradford N. Martin, Esq. (SC Bar No. 3658)

Laura W. H. Teer, Esq. (SC Bar No. 16698)

BRADFORD NEAL MARTIN & ASSOCIATES, P.A.

Post Office Box 10410

Greenville, South Carolina 29603

(864) 552-9990

(864) 552-9992 facsimile

**ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC
DBA HILTON HEAD HYUNDAI**

August 23, 2018

402

pd 25 can

IN THE STATE OF SOUTH CAROLINA COUNTY
THE
OF JASPER

IN THE COURT OF COMMONS PLEAS FOR
FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

C.A. 2017-CP-2700386

Plaintiff

V

MOTION
PLAINTIFF'S FIRST REQUEST TO ADMIT
TO DEFENDANT
TO BE INCLUDED IN DISCOVER

Greg Hackney

Defendant

The Honorable Carmen T. Mullen:

I was informed by opposing counsel on September 21st, 2018 my First Response to Plaintiff's ADMIT question were not going to be accepted by the court as such during the pending trial the Jury would hear that I ADMITTED to all of Plaintiff's statements submitted.

The Plaintiff's Counsel Brad Martin informed I did not return his request within the 30 day time period allowed for the Defendant to respond. My research cannot confirm or deny his claim including the reason the Plaintiff's first Request to Produce and Interrogatories that were submitted at the same time would be acceptable to the court.

During my Motion to Stay court hearing on August 22nd, 2018, I discussed with the court the reason I had not responded because I was waiting on a legal authority to respond to my request as their information was inherent on my response. Also, I understood the case was in the Appellant Court as such the case was pending their ruling prior moving forward.

I was directed to complete the Plaintiff's Request the best I could with the information I had including the Request to ADMIT questions; as such they were submitted to the Plaintiff 9 business days from the Court Hearing on August 22nd, 2018. If I made an assumption to include the ADMIT questions I apologize to the court.

Can you please clarify if the ADMIT questions discussed in the court hearing are acceptable to the court. If the court recognized the Plaintiff's claim they are not admissible because I submitted them outside the 30 day time limit please review my Motion to Allow the Plaintiff First Request to ADMIT Question to the court per the

FILED

2018 OCT -5 PM 4:43

References, Explanation and Timeline below. I am not certain why a time limit would impose such drastic measure; I assume to insure a timely response so the preceding's remain on course? My reference and Timeline demonstrate the defendant's focus as such and any delay did not alter a Trial Date.

I reviewed the Plaintiff's Partial Motion for a Summary Judgment, the Plaintiff's language and points of reference include the assumption my response to the Plaintiff's ADMIT questions are omitted by the court. If accurate, I request the court review to include My Motion to include the Plaintiff's First Request to ADMIT Questions at the court hearing on October 31, 2018 prior hearing the Plaintiff's Partial Motion for A Summary Judgment.

REFERENCE #1

On January 23rd, 2018. I was copied on a response from Peggy McComb, opposing counsel's, assistant "Please be advised that this case is currently on appeal." The comment was in response to a Notice of ADR from Jasper County Court, Mr. Jenkins (R, Copy of Email)

REFERENCE #2

Jasper County Fourteenth Judicial Circuit Public index

CASE NUMBER 2017CP2700386

STATUS APPEAL

(R, Copies of Jasper County Fourteenth Judicial Circuit Public Index)

TIMELINE – COMMENTS

1. I continued gathering information for Discovery confirmed by 98 pages of Documents delivered to the Jasper County Sheriff's office on April 27th, 2018.
(R, 28,29,34,35,30,31,32,33,36,37,38,39,)
2. I received Apposing Counsel's Discovery Request on May 14, 2018.
(R, Copy of Certificate of Service)
3. CONCERN: Opposing counsel's comments the Discover Documents were not posted in SCCourts.org–Public Index and I did not receive their standard email request notifying me they filed and/or mailed documents.
 - I also viewed other Discovery Request: Interrogatories Admit and Product Request posted/entered in SCCourts.org.

4. I did not receive a response from the Jasper County Sheriff's Office during the time limit to return my Answer to his Discovery Request including through October 5th, 2018.

5. I filed a Motion to Stay to the court on June 14th, 2018, within the 30 day time period to respond to the opposing counsel's ADMIT Questions including other Discovery Request by the Plaintiff.

- Defendant wanted to clarify the Plaintiff's Request including proper time period to answer the questions as my thoughts were my case was in the Appellant Court. A case cannot be in two courts. (Referenced by Attorneys)
- Defendant's response to Questions in the Plaintiff's Discovery Request were predicated on the response from legal authorities who REFUSED to respond to Defendant's April 27th, 2018 request.

(R, Copy of Defendants June 14th, 2018 Motion)

6. The Court heard my Motion on August 22nd, 2018 and Judge Carmen T. Mullen noted I need to respond to the Plaintiff's Discovery. An ORDER was not rendered including a timeline to respond, 10, 20 or 30 days.

- Judge Carmen T. Mullen explained that I was required to answer the questions in the best way regardless if I had all of the information.
- No discussions regarding ADMIT Questions omitted.

7. I emailed the Plaintiff's Counsel Clarification questions 3 business days, August 27th, 2018, from the hearing date and submitted my response to the Plaintiff's Discovery 9 business days, September 5th, 2018 from the Hearing - Court date.

- The only delay from the 3 days was due to waiting on the Plaintiff's Response to my clarification that I never received. Regardless, I submitted the documents on September 5th, 2018, 9 business days from the Hearing - Court date.

(R, Copy of Defendants August 27th, 2017 clarification email and Defendants Discovery Response email on September 4th, 2018. (Defendant's Response = 181 Pages)

8. On September 18th, 2018 I received question and requested for additional information from the Plaintiff regarding the Defendant's September 5th, 2018 Response. I scheduled a conference call with the Plaintiff's Counsel the following day to insure my response was accurate and within the appropriate parameters.

(R, Copy of Defendant Email requesting a conference Call)

9. I submitted my follow up response on September 28th, 2018. Completing Plaintiff's Discovery.

10. As a professional courtesy I did not do any activity regarding Hilton Head Hyundai from the August 22nd, 2018 Motion to Stay court date through September 28th, 2018 when my response to the Discovery was completed my commitment to deliver the documents to Plaintiff in a timely manner.

Hilton Head Hyundai v. Gregory Hackney / CA No. 2017CP2700386

January 25, 2018 at 2:39 PM

From Peggy McComb

To "djenkins@japsercountysc.gov"

Cc Greg Hackney, Brad Martin

📎 Notice of ADR 1.23.18.pdf 100.61 KB

Mr. Jenkins,

We received the Notice of ADR dated January 23rd. Please be advised that this case is currently on appeal.

Please let me know if there is anything further that we need to do at this time.

Peggy McComb
Legal Assistant
Bradford Neal Martin & Associates, PA
Post Office Box 10410 (29603)
201 West McBee Avenue, Suite 302
Greenville, South Carolina (29601)
864.552.9990
864.552.9992 fax
pmccomb@bnmlaw.com
www.bnmlaw.com

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Jasper County Fourteenth Judicial Circuit Public Index



APPEAL
STATUS

[Jasper County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

First Team Hyundai, Llc Db a Hilton Head Hyundai VS Gregory Hackney					
Case Number:	2017CP2700386	Court Agency:	Common Pleas	Filed Date:	09/22/2017
Case Type:	Common Pleas	Case Sub Type:	Slander/Libel 380	File Type:	Mediator - Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
☒ First Team Hyundai, Llc Db a Hilton Head Hyundai					Plaintiff		08/24/2018
Hackney, Gregory	30 Old Vermont Place Sandy Spring GA 30328	White	M		Defendant		10/03/2018
Kahn, Richard Michael	Attorney At Law 134 Lake Bowen Dr. Inman SC 29349				Mediator		04/18/2018
☒ Martin, Bradford Neal	PO Box 10410 Greenville SC 29603				Plaintiff Attorney		09/22/2017
☒ Teer, Laura Wilcox Howle	PO Box 10410 Greenville SC 29603				Plaintiff Attorney		09/22/2017
Youngblood, Chad P	Chad Powell Youngblood, Attorney at Law 501 Wellington Road Easley SC 29642				Alternate Mediator		01/23/2018



Jasper County Fourteenth Judicial Circuit Public Index



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Search By... Court Type Court Agency

Case # Case Type Case SubType

Last Name/Business Hackney First Middle Suffix

Party Type

Action Type

Date Type Beginning Ending

Tax Map# From Through

Only for Civil Cases... Index Search ☒ All ☐ Lis Pendens ☐ Judgments | Cross Index Search ☐ All Judgment For Judgment Against

Search Reset Search Fields Name Search Option ☒ Begins With ☐ Contains

Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
HACKNEY, DEMERIUS ARDIS	Defendant	20152230004862	02/11/2016	NRVC	03/07/2016	Traffic	Traffic		Ridgeland Municipal
HACKNEY, DEMERIUS ARDIS	Defendant	20152230004863	02/11/2016	NRVC	03/07/2016	Traffic	Traffic		Ridgeland Municipal
Hackney, Gregory	Defendant	2017CP2700386	09/22/2017	Appeal		Common Pleas	Slander/Libel 380		Common Pleas
Hackney, Mark J	Defendant	65091GC	07/31/2012	Disposed	08/13/2012	Traffic	Traffic		Ridgeland Municipal
Hackney, Russell Dannelly	Defendant	6102P0225991	08/01/2017	Disposed	10/02/2017	Traffic	Traffic		Ridgeland Municipal
Hackney, Sarah Elizabeth	Defendant	56751FP	10/24/2011	Disposed	11/03/2011	Traffic	Traffic		Hardeeville Municipal
Hackney, Stephanie L	Defendant	64230GA	03/23/2012	NRVC	04/30/2012	Traffic	Traffic		Ridgeland Municipal

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STATUS = Appeal

INDEX

- TAB 1: Request Criminal Charges filed against Hilton Head Hyundai.**
Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.
- TAB 2: Request Criminal Charges filed against Hilton Head Hyundai.**
Conversion of Property, August 26th, 2017 – Saturday.

Request documentation and/or statement why Deputy Sheriff Dodson did not properly
Identify Conversion of Property and file charges accordingly.
- TAB 3: Case Number 2017 – 00001995, Car Keys Stolen**
Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!
- TAB 4: September 4th, 2017 – Monday, "Labor Day"**
Request documentation and/or statement why Jasper Deputy Sheriff's demanded I leave the
premise or be arrested.
- TAB 5: Trespass Notice September 4th, 2017 – Monday, "Labor Day"**
Update, Please file letter accordingly.

2nd Sign Stolen
Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a
Victim Notification Identification Form regarding 2nd Sign Stolen and follow up – Peacock Auto
Mall Cameras. Victim Notification Identification Form!
- TAB 6: Case Number, 2017-2176 – Harassment/A&B by Intimidation**
Update, Please file letter and documents accordingly.
Explain why video does not warrant an Arrest.

Request Criminal Charges filed against Hilton Head Hyundai Security Person.
Criminal Code 16-3-1700
- TAB 7: Trespass Notice, September 22, 2017**
Update, please file letter and documents accordingly.
- TAB 8: Case Number 2017 – 00002597 – Larceny, Brief Case Stolen**
Update, please file letter and documents accordingly. Lack of follow – witness.
- TAB 9: Victim Notification Identification Form Request. Third Sign Stolen**
Please file letter accordingly.
- TAB 10: Name clarification for court appearance, subpoena's.**

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

Lt. Morris
Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

**RE: Charges against Hilton Head Hyundai Filed
Review, Jasper County Sheriff Office Cases
FIRST AMENDMENT RIGHTS VIOLATIONS**

Notable References regarding Hilton Head Hyundai – Jasper County Sheriff's Office – First Amendment Rights Violations:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Briefcase stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video. Charges Drooped
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property.

A Few Point of References: Jasper County Sheriff's Office

Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2nd Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise to the Wal-Mart parking lot with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act

occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why?

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicutt, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

1. TAB One Fraudulent Tactics.
2. TAB Two Conversion of Property (911 Call), TAB 2.
3. Harassment or associated charges per Wal-Mart Video, TAB 6.

Tab 3, 6, 7 and 8:

Documents show little and/or Zero efforts from the Jasper County Sheriff's Office to investigate or Victim Notification Identification Cases.

Tab 5: 2nd Sign Stolen – no effort to complete a Victim Notification Identification form.

Tab 2: Conversion of Property – Not properly Identified by Jasper County Sheriff Office, responded to 911 Call!

Request a meeting to review TABS 1-10.

Regards,

Greg Hackney
678-855-2975

CC. (Copied)

South Carolina Troopers Office
State Troopers
407 Live Oak Road
Ridgeland, South Carolina 29936

Jasper County Clerk's Office
Attn: Margaret Bostick
265 Russel Street
Ridgeland, South Carolina 29936

South Carolina Law Enforcement Division
Attn: Thomas H. Robertson
Captain, Executive Officer-Investigative Services
4400 Broad River
Columbia, South Carolina 29221-1398

Jasper County Sheriff's Office
Attn: Chris Malphrus
12008 N. Jacob Smart Blvd
Ridgeland, South Carolina 29936

The Honorable Carmen T Mullen
Chief Administrative Judge
102 Ribaut Road – P.O. Drawer 1128
Beaufort, South Carolina 29901

Bradford Neal Martin and Associates
Attn: Brad Martin
201 West McBee Avenue Suite 302
Greenville, South Carolina 29601

Governor Office, State House
Deputy Chief of Staff
Attn: Leigh LeMoine
1100 Gervais Street
Columbia, South Carolina 29201

South Carolina Court of Appeals
Clerk of Court, Attn: Jenny Kitchings
1220 Senate Street
Columbia, South Carolina 29201

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

June 1st, 2018

Sheriff Chris Malphrus
12008 North Jacob Smart Blvd.
Richland, South Carolina 29936

RE: 17 calls - 8 visits = Zero Response
Jasper County Sheriff Office

Sheriff Malphrus:

As noted, I stopped by your office today to have a discussion regarding the data below. I dropped off a binder on April 27th, 2018 and have not heard any feedback to resolve my issues.

I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10th, 2018 that he did deliver the two binders to you and Deputy Chief Morris.

Since April 27th, 2018 I have left 17 messages and visited your office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14th, 2018; if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous messages and have had no response.

Please advise accordingly, I am asking for documents to be filed, explanations and follow up on existing cases, explanation and clarification on victim notification and identification forms and other charges be filed against Hilton Head Hyundai.

The binders were dropped off over 1 month ago and I have been unable to schedule a meeting to complete the task per the data in the binder.

Attempts to schedule a meeting!

May 2018 Calls: 10th (2), 11th (4), 14th, 15th, 16th, 17th, 18th, 21st, 22nd, 23rd, 25th (2), 29th, 30th

Please have Lt. Smith or another person on your staff call me to schedule a meeting! I will continue my efforts until this issues is resolved.

Respectively,

Greg Hackney

Enclosure:

Chris Malphrus

**JASPER COUNTY
SHERIFF'S OFFICE**
P.O. Box 986, Ridgeland, SC 29936
Phone: 843-726-7777
Fax: 843-726-7778
Non-Emergency: 843-726-7519 24 hr.

Case# _____
Inc.# _____
Officer _____
Date _____



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☐ Adult Signature Restricted Delivery	\$0.00

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Sent To Chris Malphrus

Street and Apt. No., or PO Box No. 11000 N. 300th Street

City, State, ZIP+4® Ridgeland SC 29936

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

0663 06

8556 01662

Postmark Here

06/01/2018

06/01/2018

06/01/2018

**Call Details - (678) 955-2975 - Voice**

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

On	At	To / From	Destination	Rate	Mins	Cost
May 08	06:58 am	(678) 361-0081	Incoming	NW/AU	04:00	-
May 10	03:20 pm	(843) 726-7777	RIDGELAND, SC	AU	02:00	-
	03:22 pm	(843) 726-7777	RIDGELAND, SC	AU	03:00	-
May 11	09:18 am	(843) 726-7777	RIDGELAND, SC	AU	01:00	-
	09:37 am	(843) 726-7777	RIDGELAND, SC	AU	01:00	-
	09:38 am	(843) 726-7777	RIDGELAND, SC	AU	01:00	-
	09:39 am	(800) 227-4825	Toll Free Call	AU	02:00	-
	05:09 pm	(877) 247-2144	Toll Free Call	AU	01:00	-
May 13	02:55 pm	(770) 575-1165	ATLANTA NW, GA	NW/AU	01:00	-
	02:56 pm	(706) 301-6626	JASPER, GA	NW/AU	02:00	-
	05:50 pm	(770) 575-1165	ATLANTA NW, GA	NW/AU	06:00	-
May 14	04:50 pm	(843) 726-7777	RIDGELAND, SC	AU	01:00	-
May 15	03:18 pm	(843) 726-7777	RIDGELAND, SC	AU	03:00	-
May 16	12:23 pm	(843) 726-7777	RIDGELAND, SC	AU	03:00	-
	01:02 pm	(678) 361-0081	Incoming	AU	06:00	-
May 17	09:26 am	(843) 726-7777	RIDGELAND, SC	AU	03:00	-
May 18	12:54 pm	(843) 726-7777	RIDGELAND, SC	AU	02:00	-
	01:56 pm	(803) 896-0496	COLUMBIA, SC	AU	01:00	-
	01:59 pm	(843) 726-7777	RIDGELAND, SC	AU	01:00	-
May 20	06:45 pm	(678) 361-0081	ATLANTA NE, GA	NW/AU	07:00	-
May 21	10:18 am	(864) 552-9990	GREENVILLE, SC	AU	04:00	-
	12:52 pm	(843) 726-7777	RIDGELAND, SC	AU	01:00	-
May 22	09:12 am	(843) 726-7777	RIDGELAND, SC	AU	01:00	-
	10:16 am	(803) 734-5049	COLUMBIA, SC	AU	01:00	-
	10:16 am	(803) 896-0496	COLUMBIA, SC	AU	02:00	-
	01:02 pm	(843) 726-7777	RIDGELAND, SC	AU	01:00	-
May 23	03:32 pm	(843) 726-7777	RIDGELAND, SC	AU	02:00	-
May 25	02:53 pm	(843) 726-7777	RIDGELAND, SC	AU	02:00	-
	02:54 pm	(843) 726-7777	RIDGELAND, SC	AU	01:00	-
	03:29 pm	(803) 734-1890	COLUMBIA, SC	AU	20:00	-
May 28	11:34 am	(678) 361-0081	ATLANTA NE, GA	AU	01:00	-
	11:38 am	(770) 575-1165	ATLANTA NW, GA	AU	14:00	-
	11:50 am	(678) 361-0081	ATLANTA NE, GA	AU	06:00	-
	11:55 am	(678) 361-0081	Incoming	AU	03:00	-
May 29	02:06 pm	(843) 726-7777	RIDGELAND, SC	AU	02:00	-
	02:08 pm	(803) 896-0496	COLUMBIA, SC	AU	02:00	-
Jun 02	07:24 am	(678) 361-0081	ATLANTA NE, GA	NW/AU	03:00	-
	07:27 am	(678) 361-0081	Incoming	NW/AU	14:00	-
Jun 04	02:48 pm	(800) 227-4825	Toll Free Call	AU	02:00	-
	03:49 pm	(800) 227-4825	Toll Free Call	AU	05:00	-
	04:03 pm	(843) 726-7777	RIDGELAND, SC	AU	03:00	-
	07:12 pm	(800) 227-4825	Toll Free Call	AU	03:00	-
Jun 05	03:59 pm	(803) 734-5049	COLUMBIA, SC	AU	01:00	-
Jun 06	12:38 pm	(843) 726-7777	RIDGELAND, SC	AU	05:00	-
	07:21 pm	(678) 361-0081	ATLANTA NE, GA	AU	10:00	-
	07:31 pm	(678) 361-0081	Incoming	AU	01:00	-
	07:34 pm	(678) 361-0081	ATLANTA NE, GA	AU	02:00	-
	07:40 pm	(678) 361-0081	ATLANTA NE, GA	AU	01:00	-
	07:41 pm	(706) 301-6626	JASPER, GA	AU	01:00	-

Rate Type

AU Anytime/Plan Usage

NW Night and Weekends



Call Details - (678) 855-2975 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

On	At	To / From	Destination	Rate	Mins	Cost
May 08	06:58 am	(678) 361-0081	Incoming	NW/AU	04:00	
May 10	03:20 pm	(843) 726-7777	RIDGELAND, SC	AU	02:00	
	03:22 pm	(843) 726-7777	RIDGELAND, SC	AU	03:00	
May 11	09:18 am	(843) 726-7777	RIDGELAND, SC	AU	01:00	
	09:37 am	(843) 726-7777	RIDGELAND, SC	AU	01:00	
	09:38 am	(843) 726-7777	RIDGELAND, SC	AU	01:00	
	09:39 am	(800) 227-4825	Toll Free Call	AU	02:00	
	05:08 pm	(877) 247-2144	Toll Free Call	AU	01:00	
May 13	02:55 pm	(770) 575-1165	ATLANTA NW, GA	NW/AU	01:00	
	02:56 pm	(706) 301-6626	JASPER, GA	NW/AU	02:00	
	05:50 pm	(770) 575-1165	ATLANTA NW, GA	NW/AU	06:00	
May 14	04:50 pm	(843) 726-7777	RIDGELAND, SC	AU	01:00	
May 15	03:18 pm	(843) 726-7777	RIDGELAND, SC	AU	03:00	
May 16	12:23 pm	(843) 726-7777	RIDGELAND, SC	AU	03:00	
	01:02 pm	(678) 361-0081	Incoming	AU	06:00	
May 17	09:26 am	(843) 726-7777	RIDGELAND, SC	AU	03:00	
May 18	12:54 pm	(843) 726-7777	RIDGELAND, SC	AU	02:00	
	01:56 pm	(803) 896-0496	COLUMBIA, SC	AU	01:00	
	01:59 pm	(843) 726-7777	RIDGELAND, SC	AU	01:00	
May 20	06:45 pm	(678) 361-0081	ATLANTA NE, GA	NW/AU	07:00	
May 21	10:18 am	(864) 552-9990	GREENVILLE, SC	AU	04:00	
	12:52 pm	(843) 726-7777	RIDGELAND, SC	AU	01:00	
May 22	09:12 am	(843) 726-7777	RIDGELAND, SC	AU	01:00	
	10:16 am	(803) 734-5049	COLUMBIA, SC	AU	01:00	
	10:16 am	(803) 896-0496	COLUMBIA, SC	AU	02:00	
	01:02 pm	(843) 726-7777	RIDGELAND, SC	AU	01:00	
May 23	03:32 pm	(843) 726-7777	RIDGELAND, SC	AU	02:00	
May 25	02:53 pm	(843) 726-7777	RIDGELAND, SC	AU	02:00	
	02:54 pm	(843) 726-7777	RIDGELAND, SC	AU	01:00	
	03:28 pm	(803) 734-1890	COLUMBIA, SC	AU	20:00	
May 28	11:34 am	(678) 361-0081	ATLANTA NE, GA	AU	01:00	
	11:36 am	(770) 575-1165	ATLANTA NW, GA	AU	14:00	
	11:50 am	(678) 361-0081	ATLANTA NE, GA	AU	06:00	
	11:55 am	(678) 361-0081	Incoming	AU	03:00	
May 29	02:06 pm	(843) 726-7777	RIDGELAND, SC	AU	02:00	
	02:08 pm	(803) 896-0496	COLUMBIA, SC	AU	02:00	
Jun 02	07:24 am	(678) 361-0081	ATLANTA NE, GA	NW/AU	03:00	
	07:27 am	(678) 361-0081	Incoming	NW/AU	14:00	
Jun 04	02:48 pm	(800) 227-4825	Toll Free Call	AU	02:00	
	03:49 pm	(800) 227-4825	Toll Free Call	AU	05:00	
	04:03 pm	(843) 726-7777	RIDGELAND, SC	AU	03:00	
	07:12 pm	(800) 227-4825	Toll Free Call	AU	03:00	
Jun 05	03:59 pm	(803) 734-5049	COLUMBIA, SC	AU	01:00	
Jun 06	12:38 pm	(843) 726-7777	RIDGELAND, SC	AU	05:00	
	07:21 pm	(678) 361-0081	ATLANTA NE, GA	AU	10:00	
	07:31 pm	(678) 361-0081	Incoming	AU	01:00	
	07:34 pm	(678) 361-0081	ATLANTA NE, GA	AU	02:00	
	07:40 pm	(678) 361-0081	ATLANTA NE, GA	AU	01:00	
	07:41 pm	(706) 301-6626	JASPER, GA	AU	01:00	

Rate Type

AU Anytime/Plan Usage

NW Night and Weekends

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

4:1
Xt1
April 12th, 2018

Thomas H. Robertson
Executive Officer, Captain
South Carolina Law Enforcement Division
4400 Broad River
Columbia, South Carolina 29221

**RE: Charges against Hilton Head Hyundai Filed
Review, Jasper County Sheriff Office Authority**

Notable References regarding Hilton Head Hyundai:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Brief case stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video.
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property, review 911 recording. (911 Recording discussion required)

Point of References: Jasper County Sheriff's Office

Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2nd Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise (Wal-Mart parking lot) with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why? **(911 Recording INVALID)**

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicutt, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

1. Tab One Fraudulent Tactics.
2. Tab Two Conversion of Property (911 Call), read Tab Number 2.
3. Harassment or associated charges per Wal-Mart Video, Read Tab Number 6.

Request Authority granted to South Carolina State Trooper and/or Hardeeville Police.

Regards,

Greg Hackney
678-855-2975

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

April May 31st, 2018

Thomas H. Robertson
Executive Officer, Captain
South Carolina Law Enforcement Division
4400 Broad River
Columbia, South Carolina 29221

RE: 17 calls - 8 visits = Zero Response
Jasper County Sheriff Office

Captain Robertson:

As noted I stopped by your office today to have a discussion regarding the data below. I dropped off the binder on April 27th, 2018 and have not heard any feedback; I left you a message last week and two this week regarding the information in the binder.

On April 27th, 2018, the same day I dropped off the documents to you I did the same at the Jasper County Sheriff's Office. I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10th, 2018 that he did deliver the two binders to Sheriff Chris Malphrus and to Deputy Chief Morris.

Since April 27th, 2018 I have left 17 messages and visited their office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14th, 2018 that if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous message with no response.

Please advise accordingly if there is any efforts SLED can do to resolve the issue, response from the Jasper County Sheriff's Office.

May 2018 Calls: 10th (2), 11th (4), 14th, 15th, 16th, 17th, 18th, 21st, 22nd, 23rd, 25th (2), 29th, 30th

Regards,

Greg Hackney

7018 0360 1000 0960 9102

39

116

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

COLUMBIA SC 29201

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee to postage)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$1.00

Total Postage and Fees \$7.20

Postmark: COLUMBIA SC 29201 MAY 31 2018

Sent To: SA Thomas Robertson

Street and Apt. No., or PO Box No. 4400 Beano River

City, State, ZIP+4 Columbia SC 29221

PS Form 3800, April 2015 PSN 7530-02-000-9002 See Reverse for Instructions



Thomas H. Robertson
Captain
Executive Officer-Investigative Services
803-898-0496

South Carolina Law Enforcement Division
P.O. Box 21398
Columbia, South Carolina 29221-1398

 An Accredited Agency 

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF JASPER)

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

First Team Hyundai, LLC dba Hilton Head
Hyundai,

C. A. No. 2017-CP-27-0386

Plaintiff,

v.

CERTIFICATE OF SERVICE

Greg S. Hackney,

Defendant.

I, Renique Robinson, Legal Assistant at Bradford Neal Martin & Associates, PA, hereby certify that due and proper service of the document(s) affixed hereto and described below was made by depositing a true copy(ies) of same in the United States Mail at Greenville, South Carolina, in an envelope with adequate first-class postage duly affixed and return address clearly indicated thereon.

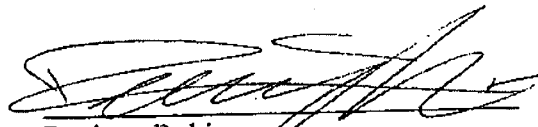
DOCUMENTS:

Plaintiff's First Interrogatories to Defendant
Plaintiff's First Requests to Produce to Defendant
Plaintiff's First Requests to Admit to Defendant

COUNSEL/PARTY SERVED:

Greg S. Hackney
30 Old Vermont Place
Sandy Springs, GA 30328

May 14, 2018


Renique Robinson

IN THE STATE OF SOUTH CAROLINA COUNTY
OF JASPER

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V.

Greg Hackney

Defendant

IN THE COURT OF COMMONS PLEAS FOR THE
FOURTEENTH JUDICIAL CIRCUIT

C.A. 2017-CP-27-00386

MOTION TO STAY

CLERK OF COURT
JASPER COUNTY

2018 JUN 14 PM 2:59

FILED

TO: The Honorable Judge Carmen T. Mullen

I received The Plaintiff's First Request to Produce Defendant, Plaintiff's First Request to Admit to Defendant and Plaintiff's First set of Interrogatory to Defendant from Bradford Martin, the Attorney for First Team Hyundai, LLC Hilton Hyundai – Plaintiff! Documents Dated May 14th, 2018!

Case Number C.A. 2017 – CP – 27 – 00386 is currently in the State of South Carolina Court Of Appeals, Appellant Case Number 2017 - 002548. On May 30th, 2018 I submitted my Amended Initial Brief and Designation of Matter Including a Motion to include my proposed Designation of Matter (Wal-Mart video) and as noted the Court of Appeals has not ruled on my Motion!

It is my understanding the Fourteenth Judicial Circuit Case Number C.A. 2017-CP-27-00386 proceedings or alike have been halted as noted pending Court of Appeals ruling as per October 31st, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.

AND/OR

A Motion to Stay pending a Hearing with Jasper County Sheriff Malphrus and David Tedder, Jasper County Attorney.

On April 27th, 2018 I submitted 98 pages of documents to the Jasper County Sheriff's Office, enclosed Index, and have yet to receive answers, clarification and fillings to my request. I have personally visited the Jasper County Sheriff's Office over 10 times and made over 19 phone calls to their office. Personally disheartening, the local authority refuses to communicate with me regarding my Case.

Prior my Motion to Stay I clarified with Jasper County Sheriff Malphrus received the documents as confirmed with Certified Letter receipt last Friday June 8th, 2018. (Enclosure) The Information is required as I prepare for Trial including in my response to the request from Brad Martin.

I Included David Tedder, my contact regarding my Freedom of Information Act request for a 911 recording. As prior issues with the Wal-Mart Video Freedom Information Request I am having difficulties playing the video including my concerns over its validity!



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

June 14th, 2018

IN THE STATE OF SOUTH CAROLINA COUNTY
OF JASPER

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

v.

Greg Hackney

Defendant

IN THE COURT OF COMMONS PLEAS FOR THE
FOURTEENTH JUDICIAL CIRCUIT

C.A. 2017-CP-27-00386

Proof of Service

CLERK OF COURT
JASPER COUNTY

2018 JUN 14 PM 2:59

FILED

I, Greg Hackney, hereby certify that I have served a copy of the Motion to Stay by depositing a copy of it in the United States Mail postage prepaid on June 14th, 2018 to the address of record to their attorney Bradford N. Martin,
201 West Mcbee Avenue Suite 302
Greenville, South Carolina 29601



Common Pleas

Clerk : Margaret Bostick

265 Russell Street

Ridgeland, SC 299360248

Phone:(843) 726-7710 Fax:(843) 726-7711

Received From: Hackney, Gregory
30 Old Vermont Place
Sandy Spring, GA 30328

Date: 6/14/2018
Receipt #: 23496
Clerk: c27mbosti

Paying for: Self
Transaction Type: Payment

Payment Type: Cash \$25.00
Total Paid: \$25.00

Reference #:
Comment:
Non-Refundable

Total Received: \$25.00
Change Due: \$0.00

You may check the status of your Jasper case at:
<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2017CP2700386	First Team Hyundai, Llc DbA Hilton Head Hyundai VS Gregory Hackney	\$25.00	\$25.00	\$0.00

Total Cases: 1

\$25.00

\$25.00

\$0.00

Discovery

August 27, 2018 at 12:35 PM

From Greg Hackney

To Brad Martin

Cc "Mullen, Carmen T. Law Clerk (Julia Bradshaw)"

Bcc Greg Hackney

  Discovery C...ation Scan.pdf 973.51 KB

Brad,

I am completing have your discovery and have attached a few clarification prior submitting it to you an the court!

Please review, I will follow up today so i can get the discovery to you. We can also discuss the Mediator you submitted to me last Thursday!

Have a Blessed Day

Greg Hackney
678-855-2975

August 27, 2018

Bradford Neal Martin and Associates
201 West Mcbee Ave. Suite 302
Greenville, South Carolina 29601

RE: Discovery Response
"Clarifications"

Brad,

The following pages have questions and/or clarifications related to my Discovery - Response.
Please review and let me know your thoughts - response. A phone call or email is efficiently
timely.

Have a Blessed Day!



Greg Hackney
678-855-2975

Descriptions
Discovery
Clarification
Questions

Discovery

September 04, 2018 at 6:54 AM

To 2 recipients

Good Morning Brad,

I have completed the discovery (181 Pages) and will mail accordingly to your office.

Have a Blessed Day!

Greg Hackney
678-855-2975

August 22nd, 2018 Court Proceedings

September 04, 2018 at 10:00 AM

To 2 recipients

Julia,

I have completed the Discovery submitted to me by opposing counsel and forwarded the documents to Brad including updating him this morning of its completion.

During the court hearing on August 22nd, 2018 there were discussions regarding setting a date for mediation, a date has been set for October 4th, 2018 and confirmed by myself, Brad Martin and the Mediator.

If applicable and relevant please forward the update to the Honorable Judge Carmen T. Mullen.

Have a blessed Day!

Greg Hackney
678-855-2975

On Aug 27, 2018, at 09:54 AM, Brad Martin <bmartin@bnmlaw.com> wrote:

Julia, is the Judge planning to issue a Form 4 Order as a result of the hearing on Mr. Hackney's Motion to Stay? If so, could you be so kind to send a copy by email? Thanks in advance, Brad Martin

Bradford Neal Martin, Esq.
Bradford Neal Martin & Associates, PA
Post Office Box 10410 (29603)
201 West McBee Avenue, Suite 302 (29601)
Greenville, South Carolina
864.552.9990 – office
864.552.9992 – fax
bmartin@bnmlaw.com
www.bnmlaw.com

From: Mullen, Carmen T. Law Clerk (Julia Bradshaw) <CMullenLC@sccourts.org>
Sent: Monday, August 27, 2018 9:52 AM
To: Greg Hackney <floridaexperiment@icloud.com>
Cc: Brad Martin <bmartin@bnmlaw.com>
Subject: RE: August 22nd, 2018 Court Proceedings

Good morning Mr. Hackney,

Judge Mullen has received your Court Apology letter. The paragraphs are not all merged into one.

Thank you,

Julia

Julia A. Bradshaw
Law Clerk to the Honorable Carmen T. Mullen
Fourteenth Judicial Circuit

From: Greg Hackney <floridaexperiment@icloud.com>
Sent: Monday, August 27, 2018 9:28 AM
To: Mullen, Carmen T. Law Clerk (Julia Bradshaw) <CMullenLC@sccourts.org>; Mullen, Carmen T. Law Clerk (Julia Bradshaw) <CMullenLC@sccourts.org>
Cc: Brad Martin <bmartin@bnmlaw.com>
Subject: Re: August 22nd, 2018 Court Proceedings

Crystal and or Julia...

At your convenience confirm the Attachment, Court Apology was received - formatted (paragraph) ok!
Not intended to ask for you to proof it...but I reviewed it is my send box and it appears maybe the Apple - Word corrupted the file. If ok let me know the paragraphs are not merged all into one!

Have a Blessed day!
Greg Hackney
678-855-2975

On Aug 25, 2018, at 04:36 PM, Greg Hackney <floridaexperiment@icloud.com> wrote:

Julia and/or Crystal,

Could you please forward the attached letter to Judge Mullen and return receipt (email).
Please include her email (CC) that she did receive the attached letter.

Thank you!

Have a Blessed Day!

Greg Hackney
678-855-2975

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

## Fwd: Hilton Head Hyundai v. Greg Hackney

September 20, 2018 at 9:48 AM

From Greg Hackney

To bmartin@bnmlaw.com

Bcc Greg Hackney

📎 20180918\_165406.pdf 418.92 KB

Brad,

Good Morning.

Do you have 15 - 20 minutes tomorrow morning between 9:00 am and 12:00 pm to review a few of your request in the response to my discovery?

I want to insure my response is clear and will comply with the associated rules.

Have a Blessed Day

Sent from my iPad

Greg Hackney

678 855 2975

Begin forwarded message:

**From:** Renique Robinson <rrobinson@bnmlaw.com>

**Date:** September 18, 2018 at 4:44:37 PM EDT

**To:** "floridaexperiment@icloud.com" <floridaexperiment@icloud.com>

**Cc:** Brad Martin <bmartin@bnmlaw.com>, Peggy McComb <pmccomb@bnmlaw.com>

**Subject:** Hilton Head Hyundai v. Greg Hackney

Dear Mr. Hackney,

Please find attached correspondence in regard to the above referenced matter.

Sincerely,

Shana Henderson

Administrative Assistant

Bradford Neal Martin & Associates, PA

Post Office Box 10410 (29603)

201 West McBee Avenue, Suite 302

Greenville, South Carolina (29601)

864.552.9990

864.552.9992 fax

rrobinson@bnmlaw.com

www.bnmlaw.com

# Common Pleas

Clerk : Margaret Bostick

265 Russell Street

Ridgeland, SC 299360248

Phone:(843) 726-7710 Fax:(843) 726-7711

Received From: Hackney, Gregory  
30 Old Vermont Place  
Sandy Spring, GA 30328

Date: 10/ 8/2018  
Receipt #: 24054  
Clerk: c27mbosti

Paying for: Self  
Transaction Type: Payment

Payment Type: Cash \$25.00  
Total Paid: \$25.00

Reference #:  
Comment: \$ PAID AND CLOCKED 10/05/18  
Non-Refundable

Total Received: \$25.00  
Change Due: \$0.00

You may check the status of your Jasper case at:  
<http://www.sccourts.org/caseSearch/>

| Case #        | Caption                                                                | Previous Balance | Amount Paid | Balance Due |
|---------------|------------------------------------------------------------------------|------------------|-------------|-------------|
| 2017CP2700386 | First Team Hyundai, Llc Db a Hilton Head<br>Hyundai VS Gregory Hackney | \$25.00          | \$25.00     | \$0.00      |

|              |   |         |         |        |
|--------------|---|---------|---------|--------|
| Total Cases: | 1 | \$25.00 | \$25.00 | \$0.00 |
|--------------|---|---------|---------|--------|

# Defendant's Exhibit

Response to Partial Motion for a Summary Judgement

# 1

Entered 10/31/18

2017-CP-27-386

A year ago Defendant got upset with the Dealership, his insurance carrier, the Jasper County Sheriff's Office and various unknown people.

- Yes, I am currently in a Law Suit with the Dealership for their Business Practice including their violation of my First Amendment Rights.
- Yes, I am disheartened by the Jasper County Sheriff's office because I submitted 98 pages of documents on April 27<sup>th</sup>, 2018 and to date they have not responded to the request submitted. The Sheriff's Response to the documents are important to my discovery to Plaintiff and equally important answering the Partial Motion for Summary Judgment.
- Also, the Jasper County Sheriff's office has not protected my First Amendment Rights violated by the Plaintiff, Hilton Head Hyundai. of the United States including the First Amendment violations.
- I completed 3 Victim Notification Information Form: Stolen Keys, Stolen Brief Case and Wal-Mart video showing the defendant's Security Vehicle following me off their Premise into the Wal-Mart parking lot where I was parked with the intent to Harassing and Intimidate me. The Victim Notification Form was completed by the Sheriff Office, Harassment, Assault and Battery by Intimidation. (107a)
  1. I submitted 98 Pages of questions, request for additional charges to be filed including and clarification on existing cases with ZERO response from the Sheriff's Office. (R. 1-15, 58-153)
  2. I delivered the binder with 10 tabs on April 27<sup>th</sup>, 2018.
  3. I stopped by the Sheriff's Office over 10 times and made 17 calls to their office to schedule a meeting to review the 98 pages and to date have had NO RESPONSE from the Sheriff's Office. (R. Letter, Sprint Cell Phone Call Records, 1-15)
  4. I have sent two letters and a Certified Letter to Sheriff Malphrus to confirm he received the documents as such still NO RESPONSE. (R. Letters -Certified Letter and Receipt, 1-6)
  5. I also contacted SLED and the Governor's Office. I met twice with Captain Thomas H. Robertson, SLED Captain; he confirmed he video of Hilton Head Hyundai Security following to Wal-Mart was a crime. (R. Letters -Certified Letter and Receipt 9-15)



6. The questions, request for additional charges to be filed including clarifications on existing cases are important to discover for Trial and equally important completing my response to the Motion for Partial Summary Judgment.
- The Jasper County Sheriff's office has not protected my First Amendment Rights violated by the Plaintiff, Hilton Head Hyundai.
  - I have completed Victim Notification Information Forms and Statements regarding: Stolen Keys, Stolen Brief Case and Wal-Mart video showing the defendant's Security Vehicle following me off their Premise into the Wal-Mart parking lot where I was parked with the intent to Harass and Intimidate. I attempted to complete forms for 2 of 3 stolen signs with ZERO cooperation from the Sheriff's Office. (R. 107a, 150, 91)
  - I do not and have never had any problems with Geico! Geico has was very cooperative completing Supplemental Orders after receiving my car with repairs – replacements from the accident not complete. I simply met with the same Geico adjuster and he approved 7 items on 2 Supplemental Orders. Again let me correct their lie, I have been with Geico for over 20 years and do not have any issues with Geico.

He tried to extort money from the Dealership and when he didn't get what he wanted, he decided he would damage their business. Defendant then began picketing outside of the Dealerships business, for the past year, falsely accusing it of unethical business practices.

Extortion is a criminal offense of obtaining money, property, or services from an individual or institution, through coercion. I have not been interviewed or approached by legal authorities for Extortion including any associated charges and/or arrest.

The transcript references a demand by the Defendant then states, "The defendant then began picketing" outside of the Dealership's business. The statements was made by John Lyons and referenced the only meeting we had in his office on September 13<sup>th</sup>, 2017.

- Another lie by Plaintiff I attempted to extort John Lyons on September 13<sup>th</sup>, 2017 and when they were not met I began doing my activity in front of their business with the intent to do damage thereof. I began my activity on August 26<sup>th</sup>, 2017 and had been doing daily activity prior and as such was and is not related to extortion or with the intent to do damage to their business. My first intention was to state the facts on a sign that surely would result in the Owner – General Manager engaging in a conversation with their customer; to date no meeting with the owner.

- Their intent and tone to state I attempted to extort them and then began doing activity is false as I was already doing activity. At first was to inform the Owner-General Manager their employee's behavior; Noted, my attempt to escalate and speak to them was thwarted by the service manager. I felt and still believe it is necessary to inform the public of Hilton Head Hyundai employee's behavior before and after I began doing my activity on August 26<sup>th</sup>, 2017.

Friday, August 25<sup>th</sup>, 2017 (R. 47, 48)

I arrived at Hilton Head Hyundai to retrieve my car.

- Many items related to the accident were not completed.
- There were roaches and spider webs in my car including the inside and outside being filthy.
- Upon my request for documentation on my new engine I was told there was none.
- Multiple lies between the New Car Sales Manager and Service Manager.
- Upon escalating my issues to the Service Managers direct report I was received by the New Car Sales Manager; noted, he did not introduce himself as not the person I requested to speak.

Saturday, August 26<sup>th</sup>, 2017, I returned to the Dealership. (R. 48 -50, 75-86)

- I made my \$1,000 payment to ZERO balance the associated Hilton Head Service Order and Conversion of Property Crime was committed as they would not release my vehicle to me confirmed by my keys being delivered to me by the Jasper County Sheriff Dodson. Sheriff Dodson aligned with Hilton Head Hyundai's additional condition to include the return of the Hertz Rental Car prior receiving my car.
- Deputy Sheriff Dodson did not properly identify the Conversion of Property Crime committed by Hilton Head Hyundai. (R. 75-86)
- Upon my receipt of my car I went to Wal-Mart and made a sign and began doing activity in front of Hilton Head Hyundai Dealership; the purpose was to speak to the General Manager or Owner to express my concerns regarding my car and his employees behavior to a PAID Customer. As noted above my effort to escalate beyond the Service Manager were thwarted so my thoughts making a sign would trigger a reaction as such I would be able to speak to them.

- The following days including August 26<sup>th</sup>, 2017 included cussing, derogatory comments from their employees directed at me including the employees entering the area on HWY 278 that I was doing my activity with my sign. I also returned to my car in the Wal-Mart parking lot and found that all 4 doors were opened and the inside was drenched with water; I also had my keys stolen from where I put my belongings. I was informed by the New Car Sales Manager they knew where I was staying and that I had a Criminal Record. (R 50, 51)

**The Dealership determined that the car also had an open recall that could cause it to stall while in motion, increasing the risk of a crash.**

*(R. Hyundai Recall Collateral, Exhibit A)*

I was told by Corey Johnson, the Hilton Head Hyundai Service Person I was required to leave my car at their dealership after the engine test, FAILED because there was a safety risk to ME!

A false statement as I could have driven my car back to Atlanta.

A stated by John Lyons on September 13, 2017 I was presented a waiver to release them from liability. He was misinformed!

On September 13<sup>th</sup>, 2017 John and I discussed the Fraud and he noted that Jessica, the service manager presented me with this alleged waiver; I first spoke to Jessica near a month later over the phone. Another example of Hilton Head Hyundai cohesive Lies.

Hilton Head Hyundai statement in their collateral does not include "increasing risk of crash" and not sure why Hilton Head Hyundai appears to add this to their statement. *(R, Hyundai Recall Collateral, Exhibit A)*

**Exhibit A States the following:**

Some Customers have experienced sluggish engine behavior, knocking noise, or in more severe cases, loss of engine power, engine seizure or stalls while driving.

**What Exhibit A does not say:**

If there is an Engine Test resulting in Failure the Dealership is required to inform the owner of the Vehicle that the Sonata is too dangerous to drive and the vehicle is required to remain at their dealership. As this was stated to me.

**The Manufacturer instructed the Dealership to test all cars within the recall and if they failed the test, to replace the engine. (R. Hyundai Recall Collateral, Exhibit A & C)**

I cannot find any documentation stating the dealership that test the car that results in a failed test is required to replace the engine including the only option to the owner of the vehicle. As state, their service personnel Corey Johnson informed me I had to leave my car because my safety was at risk. Noted, a waiver was not presented to me at that time including any introduction or conversation with Jessica their service manager as stated by John Lyons.

**Defendant's insurance was with Geico. The Dealership followed its standard practice for repairs to a vehicle covered by insurance.**

I drove through a pot hole on May 23<sup>rd</sup>, 2017 resulting in the Mid-Section Under protection Garment to be ripped from underneath the car. The Full Muffler Assembly Unit covered by the Protection Garment was severely damaged and had to be replaced. Hilton Head Hyundai replaced the Full Muffler Assembly Unit but did not replace the Mid-Section Under Protection Garment.

- The Mid-Section Under Protection Garment was not replaced, it is a standard part for the 2012 Sonata.
- I was informed the replacement and repairs were completed; during the discussion I discovered the Mid-Section Under Protection Garment was not replaced.
- A supplemental was created on July 28<sup>th</sup>, 2017 delaying my return to retrieve my car.
- On August 26<sup>th</sup>, 2017 I was escalated unethically to the New Car Sales Manager and review my concerns regarding the Mid - Section Under Protection Garment was STILL not on the car. After cohesively confirming a lie told Jessica, the Service Manager, they do not provide quotes he informed me the radiator Protection garment was replace on the July 28<sup>th</sup>, 2017 and not the Mid-Section Undergarment. He informed me that Geico did not approve the replacement. GOOD GRIEF!
- How can a Standard Practice be informing a Customer their car repairs and replacements are complete yet a Standard part for the 2012 Sonata was not replaced.
- Is it Standard Practice to NOT inform the customer a Standard Part was not replaced?

- Surely if properly informed Geico would have approved a Standard Part Replacement.

In the meantime, Defendant was in a much newer rental car. The repairs were completed July 14<sup>th</sup>, 2017. However, Defendant remained in the rental car and did not return to pick up the Sonata until August 25<sup>th</sup>, 2017.

First Request to Defendant to Admit #13

- Admit that the NRAM Collision Center Noted on July 21<sup>st</sup>, 2017 that the Sonata needed an overhaul of the bumper assembly, replacement cover and replacement Support under cover which parts cost \$208.  
*(R. Exhibit G, Provided by Plaintiff)*  
*(Clearly stated by the Plaintiff my car was still in their care; repairs and replacements had not been completed as of July 21<sup>st</sup>, 2017)*

First Request to Defendant to Admit # 14

- Admit that Geico inspected your vehicle on or after the date NRAM Collision Center made its inspection and authorized a replacement of the bumper cover and A/M CAPA front Shield at a cost of &65.  
*(R. Exhibit G Provided by Plaintiff)*  
*(Evidence clearly shows in their own words Plaintiff had my car in their possession; replacements and repairs had not been completed as of July 27, 2017)*

Page 5 (iii b) - Partial Motion for Summary Judgment submitted by Plaintiff.

- A comparison of the NRAM Collision Center estimate dated July 21, 2017 (ex H) and Geico estimate dated July 27<sup>th</sup>, 2018.  
*(R. 21, 22 Partial Motion for Summary Judgment submitted by the Plaintiff)*  
*(Evidence clearly shows in their own words Plaintiff had my car in their possession; replacements and repairs had not been completed as of July 27, 2017)*

First Request to Defendant Interrogatories #21 (R. 29,30)

- The Plaintiff States the following, State with specificity the reasons You did not return the rental car when the repairs were completed on August 9th, 2017.  
Good Grief!  
*(R,29,30 First Request to Defendant, Interrogatories #21)*  
*(Clearly stated by the Plaintiff my car was still in their car and the repairs were completed on August 9<sup>th</sup>, 2017 as such their replacements had not been completed as of July 21<sup>st</sup>, 2017)*
- Partial Motion for Summary Judgment.

Plaintiff submitted NRAM Collision Center Estimated on 7/21/2017.  
Plaintiff submitted a Geico Supplemental Order on 7/27/2017.  
(R. Exhibit H & I, Submitted by the plaintiff)

**NOTED:**

Documents, Exhibits and Statements in the Motion submitted by the Plaintiff to the Court and Judge Carmen T. Mullen.

1. Exhibit G
2. Exhibit H
3. Exhibit I
4. Two ADMIT Statements
5. One Interrogatory Question
6. Statement in Partial Motion for Summary Judgement

Numbers 1-6: Statements, Documentation, Estimates provide by the Plaintiff confirming the repairs and replacements were not completed on July 14<sup>th</sup>, 2017!

Why does Plaintiff make a statement in the Introduction of the Partial Motion for Summary Judgment?

- In the meantime, Defendant was in a much newer rental car. The repairs were completed July 14<sup>th</sup>, 2017. However, Defendant remained in the rental car and did not return to pick up the Sonata until August 25<sup>th</sup>, 2017.

1. NOTED in the following pages Plaintiffs Exhibits and Statements clearly clarify the repairs were not completed on July 14<sup>th</sup>, 2017.

Also provided to the Defendant, Statement in First Request to Defendant, Interrogatories to Defendant #21 states "the repairs were completed on August 9<sup>th</sup>, 2017. (R. 29, 30)

The Statements, Exhibits and Documents confirms the continued flawed cohesive thinking by Plaintiff: diversions, lies and deceit; It appears their deceitfulness has moved from the Defendant and now to the court! GOOD GRIEF, SHAMEFUL!

Why does the Plaintiff make a statement Defendant was in a much newer car?

I find that most Rental Cars are new?

Lies about the repairs being completed and I guess I went Joy Riding in a NEWER CAR! Great Plaintiff Strategy!

Defendant returned the next day to pay the deductible by credit card. Defendant stated that he had communicated with Hertz and was informed they were going to report the car stolen if he did not return it on the 26<sup>th</sup>, 2017. (R.75-86, 49,50)

I made the deductible payment curing Hilton Head Hyundai Service Order balance to ZERO thus expected the return of my car; noted my car was not immediately returned. (R, Credit Card Receipt, \$1,000)

- The Hertz Rental Car statement does not concern Hilton Head Hyundai.
- After paying my balance Jessica, the Hilton Head Service Manager added a condition concerning the receipt of my car; I was informed I had to return of the Hertz Rental Car to them prior receipt of my car. (Noted my \$1,000 Deductible processed and receipt was in my given to defendant, paid)
- The Hilton Head Hyundai Service Order Contract and Hertz Rental Car Agreement are not contractually aligned. There is not contractual language regarding a relationship with any Hilton Head Service Order. (R. 25,26)
- CONVERSION OF PROPERTY! CRIMINAL ACT (R. 75-86, 49,50)
- Prior returning to Hilton Head Hyundai I attempted to return the car at the Hilton Head Airport; I was informed they could not process my car and provide documentation thereof.
- I had made arrangements to return the car at the Savannah Airport; I was going to leave my car in at their location and return to pick up my car. (UBER from the Airport to Hilton Head Hyundai) I discussed this with Hilton Head Hyundai but they insisted with the condition set as I would only receive my car if the rental car was Returned to them, regardless if I returned the rental car at the Savannah Airport.
- During the CONVERSION OF PROPERTY CRIME, the Hertz Rental Car on their location, Referenced, was closed. Also, there were no Hertz Rental Car personnel present!

A made a statement, I was concerned by the Statement made by Hertz referencing the rental car being reported stolen! Please review call records.

I was surprised Hertz Rental Car comments as there had been no issues on the return of my car. (R, 16,17,17 - Sprint Call Records – Hertz Phone Number)

- Hertz Rental car contact number is 843-208-3131.
- From July 29, 2018 – August 25<sup>th</sup>, 2018: One call I made to Hertz Rental Car on August 10<sup>th</sup>, 2018 the day after my car repairs and replacements was completed; I communicated with them I would be returning in the coming weeks. I confirmed

with their personnel Geico was covering the daily charges as such viewable in my call records there were no attempts to call me concerned about their vehicle being STOLEN.

Defendant was asked by the Dealership Service Manager to return the rental car and he refused. Defendant called 911.

Statements made by the Plaintiff regarding Payment by Defendant curing the Hilton Head Hyundai Balance and the return of Defendants Vehicle. Plaintiff Statements always relate to return of Vehicle but never state that AFTER THE DEFENDANT MADE THE \$1,000 and expecting to receive his car the dealership now required the return of the Hertz Rental Car.

Three examples of the Plaintiff's explaining the events related to the Defendant receiving his vehicle in relation to the Hertz Rental Car; these statements and throughout other documents the Plaintiff never states WHEN I received my car because they did not return my car after my \$1,000 payment but gave the keys to Deputy Sheriff Dodson when he arrived after I called 911! CONVERSION OF PROPERTY, A CRIME.

- Summon, #9, finally, when the authorized repairs were complete and Plaintiff went to deliver the Defendant's vehicle and retrieve the rental car, Defendant became agitated. *(yes I was agitated because I just made a \$1,000 payment curing the Hilton Head Service order and they would not return my car so I called 911.)*  
*(R. 19,20 - Summons )*
- Partial Motion for Summary Judgment, page 5  
Defendant claims the Dealership Fraudulently required him to return the rental car. There was fraud, after paying my Service Order Balance, Hilton Head Hyundai required the return of my rental car prior the receipt of my vehicle  
*(The Hilton Head Hyundai Service order does not make any contractual obligation Regarding any customer related rental car)*  
*(R. 21,22 Partial Motion for Summary Judgement, Page 5 IV)*
- Partial Motion for Summary Judgment, Page 8,  
There is no dispute the Defendant received his Sonata.  
*Yes, only after Deputy Sheriff Dodson confirmed with Hilton Head Hyundai that he had my keys and the only way I was going to get them was to return the Rental Car.*  
*(R. 23,24 Partial Motion for Summary Judgement, Page 8)*

"He refused"

I had made arrangements to return the car at the Savannah Airport; I was going to leave my car in at their location and return to pick up my car. (UBER from the Airport to Hilton Head Hyundai) I discussed this with Hilton Head Hyundai but they insisted with the condition set as I would only receive my car if the rental car was returned to them, regardless if I returned the rental car at the Savannah Airport.



The Hilton Head Hyundai Service Order and Hertz Rental Car Contracts DO NOT have any alignment; thus there should have never been a conversation regarding the receipt of my car in relation to the Hertz Car returned to Hilton Head Hyundai. Including not returning my car when I explained to Jessica, their service manager I would not be returning the Rental Car to them!  
(R. 25, 26 Exhibit F)

When a deputy arrived, he confirmed that Defendant needed to return the rental car.  
(R. 75-86 - 49,50)

- Deputy Sheriff Dodson REQUIREMENT to receive my car, the return of the Hertz Rental Car.
- Deputy Sheriff Dodson confirmed the Rental Car was NOT reported Stolen, confirmed as I was not arrested.
- I could have driven the Hertz Rental Car away from their dealership.
- He stated the reason I had to return the car was the outstanding balance.
- I agreed to return the car if he would put in writing I refused to return the car, it was not reported stolen and was in a condition if met I would receive my car. He agreed then did not write the agreed terms in the noted to me!
- There was no Hertz Rental Car personnel present during this event. I made 2 calls to the Hertz Office on the premise and was informed they were closed.  
(R, Sprint Call Records, 163)

TWO WRONGS DO NOT MAKE A RIGHT!

- Condition set by Hilton Head Hyundai I was to return the Hertz Rental Car Prior the receipt of my car.
- Deputy Sheriff Dodson confirming there request and including the reason, I had an outstanding balance. GOOD GRIEF!
- In a meeting with Lt. Smith at Jasper County Sheriff's office I addressed the issue confirmed Deputy Sheriff Dodson's requirement and actions were WRONG. He noted Deputy Sheriff Dodson was inexperienced in the contractual obligations etc.

### Summary Judgement Standard

Summary Judgement is proper when there is No genuine issue of material fact.

### Arguments

Summary Judgement is Appropriate in Favor of the Dealership as to its Defamation Cause of Action.

1. A False and Defamatory statement concerning another
2. The evidence establishes that Defendant Defamed the Dealership and there is no genuine issue of material fact.

#### A. Defendant's Statements are Defamatory as a Matter of law.

The Plaintiff is assuming Defendant's statements regarding their actions are False; the defendant will provide the following in trial referenced to the events confirming defendants actions were not Defamatory.

- Wall-Video: Harassment, Untrustworthy, Unethical, Intimidation, Lies.
- Defendant's own Testimony as he was directly involved in all of their Lies Fraud, Harassment, Intimidation, Unethical Behavior, Untrustworthiness and Cohesive flawed thinking related to MULTIPLE LIES!
- Hilton Head Hyundai and Peacock Auto Mall Employees Testimony.
- Legal Authorities, Jasper County Sheriff's Testimony.
- SLED Authorities, Testimony.
- Hardeeville Police Officer Testimony.
- O.C. Welch Employee Testimony.
- Jasper County Sheriff Victim Identification Form

3. Slander is actionable per se when the Defendant alleged defamatory statements charge the plaintiff with one of five types of acts or characteristics.

1. Commissions of a crime – unfitness on one's business or profession

- May 23<sup>rd</sup>, 2017, FRAUD: The defendant was told by Hilton Head Hyundai personnel he was required – demanded the defendant's vehicle was to remain at Hilton Head Hyundai because driving the car after the failed engine test was to dangerous. (R. 65-74 Request to investigate and file charges.)
- August 26<sup>th</sup>, 2017: Conversion of Property: The Defendant made a \$1,000 Insurance Deductible Payment curing the Hilton Head Hyundai Balance expecting to receive his vehicle per Hilton Head Service Agreement; Jessica, Hilton Head Hyundai Service Manager, added a condition to the defendant as the Hertz Rental Car contractually aligned to the defendant was to be returned prior returning his vehicle.  
(Testimony, Jasper County Deputy Sheriff Hunnicutt and Jasper County Deputy Sheriff Dodson, Hilton Head Hyundai Employee)  
(R. 75-86 Documents – Jasper County Sheriff's Office, 911 Call)
- September 4<sup>th</sup>, 2017 and December 19<sup>th</sup>, 2018: Larceny Defendant witnessed a Hilton Head Hyundai Person cross from Peacock Auto- Mall into State Highway Property where the Defendant sign was at reset and steal it running back into the Dealerships.  
(Testimony - Defendant, Deputy Sheriff Hunnicutt and Hardeeville Police Officer Lemus)  
(R. 153,134-143, Pages, Statement, Third Sign Stolen Defendant Statement)
- September 20<sup>th</sup>, 2017: Harassment in the first Degree, South Carolina Code 14-3-1700 (R 107-117, 107a 125-133)

The plaintiff's Security Vehicle followed the Defendant off their premise to the adjacent Wal-Mart where the defendant was parked.

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 the position to suffer mental or emotional stress. Harassment in the First

Degree may include, but not limited to:

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 began parking at Wal-Mart on August 26<sup>th</sup>, 2017 and parked their daily during the time I was doing my activity in front of their dealership. I think its fair to claim I regularly occupied.

Plaintiff provided conflicting affidavit from the driver of the vehicle as he was odered by John Lyons, CFO, to leave their premise and follow defendant to Wal-Mart to observe his behavior. The Police report and conversation I had with Lt. Smith regarding his conversation with them he was told they went to Wal-Mart to see what car I was driving.

(R. 107-117, 107a 125-133) *Wal-Mart Video, Defendants & Jasper County Lt. Smith Testimony*

- August 30<sup>th</sup>, 2017, September 1<sup>st</sup>, 2017, November 1st, 2017 Larceny:  
Car Breached, Defendants Personal Items Stolen.

The Defendant began the activity in front of the dealership on August 26<sup>th</sup>, 2017. The first 8 days his vehicle was breached.

1. August 30<sup>th</sup>, 2017, Second sign 1<sup>st</sup> sign stolen and upon returning to his car the first few day his windows were open including the car doors – water drenched the interior of his car. (R. 51)
  2. September 1<sup>st</sup>, 2017, Defendants keys were stolen in front of the Hilton Head Hyundai Dealership. (R. 87-91, *Testimony – Jasper County Sheriff*)
  3. November 1st, 2017, Defendants Brief Case was stolen from the Median in front of the Hilton Head Hyundai Dealership. (R. 144-152)
  4. September 4<sup>th</sup>, 2017 Second Sign Stolen. (R. 52, 134-143, 38-30)
- Lies, Bait N Switch:  
Cohesive Lies from Sales, Service and Management Employees at Hilton Head Hyundai. (R, 48-50, 50-55)

Bait N Switch Strategies throughout Sales, Service and Management employees at Hilton Head Hyundai.

4. Libel is actionable per se if involved written or printed word that tend to degrade the person in the estimation of his friends or Acquaintances or the public or disgrace him.

My action were and are to inform the public of my business dealings with Hilton Head Hyundai and let them be informed as such.

5. Defendant's signs stated under Hilton Head Hyundai's name:

Lies, Lies, Fraud, Fraud  
Unprofessional, Unethical, Harassment, Intimidation  
Untrustworthy, Lies, Lies, Liars Unethical  
Lies Liars Bait N Switch

The defendant confirmed that the words on his sign are in FACT TRUE and not defamatory, libel or slanderous! CONFIRMED AGAIN! 2<sup>nd</sup> The MOTION TO CONFIRM!

6. Defendant is accusing the Dealership of being unfit in its business, therefore, his statements are actionable per se.

B. Defendants Statements are False a Matter of Law.

1. The only admissible evidence in the record is the Dealership did not commit Fraud.

C Defendant claims the Dealership made the following false statements.

- i. The Vehicle had to be repaired at the dealership because it was dangerous to drive to Atlanta. (Answer P 32)

The Plaintiff does not provide the Reference Answer p. 32.

The Statement refers to the damages related to driving the vehicle through a pot hole. The muffler was detached and at the time Corey Johnson told me verbally and visually all 4 CVC – Axle joints were damage. The service personnel that looked at my car were surprised I made the drive to their dealership. So yes, the car was to dangerous to drive but I reference the damages not the Failed Engine Test.

- a. Ex. A, the plaintiff states Hyunda's Recall Information indicated that the car could stall creating a dangerous situation.

The Hyundai Collateral Exhibit A States the following:

Some customers have experienced sluggish engine behavior, knocking noise, or, in more severe cases, loss of engine power, engine seizure, or stalls while driving. Although prior inspections may not have found issues with your vehicle if you experience engine knocking, unusual engine noise, or illumination of the oil lamp, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed

I ask the court to please confirm the following from the Plaintiff? (Ex A)

- Where does it states the stall could create a dangerous or crash situation?
- Where does it say that the engine failure could cause harm to the Driver as told to me by Cory Johnson. As I was required by his demand to leave the car at their dealership
- It actually states if you are concerned to call and schedule an inspection, not immediately stop and have your car towed because it is so dangerous to drive as stated by plaintiff.
- Plaintiff states The Dealership was instructed by the manufacturer to test all cars within the recall and, if failed, to replace. Please ask the Plaintiff in Ex A, Ex C it states the Dealership that performed the engine Test is the required dealer to install the engine?

It appears the Plaintiff confirms their statements to me were Fraudulently as they required me to leave my car at their dealership!

I signed the Service Order to have the engine replaced because their Service Person said I had no other option. I was informed the New Engine replacement would take up to 90 days; makes sense I would prefer to have this installation done at a local Dealership where I lived, in Atlanta

b.

c. Defendant claims the Dealership made the following statements:

i. The vehicle had to be repaired at the dealership because it was dangerous to drive to Atlanta. (R. 32, 36,43,44,45)

- The car was dangerous to drive because I drove through a Pot Hole and CVC joints were damaged and had to be replaced.

- Hilton Head service personnel Fraudulent statement regarding to dangerous to drive resulting in harm to me was made at this point and reference the Engine Failed Test.
- I would have had the damages from the pot hole completed and had the new engine recall replacement completed in Atlanta.

**a. Recall information indicated that the car could stall creating a dangerous situation! (R. Ex C)**

The recall information states that the engine could stall but makes not alignment creating a dangerous situation as Hilton Head Hyundai stated as a result Fraudulently requiring me to have the engine replaced at their dealership thus Financially benefitting from the False Statement.

**The Dealership was instructed by the manufacturer to test all cars within the recall and, if they failed, to replace the engine. (R. Ex. C)**

Failed test results in the Manufacturer replacing engine but no statement documenting the dealership that ran the test is the only required Dealership to install the engine.

**The test was performed by the Dealership and showed that the engine failed the recall test.**

I receive a failed engine Test Result, it was stolen with other documents on October 31, 2017. (R. 144-152)

**Hackney Signed a Repair Order agreeing the car would be repaired by the Dealership! (Ex E)**

Yes, under the False and Fraudulent statements made by Corey Johnson I was REQUIRED, HE DEMANDED I leave my car in their possession. I was not given an option. I visited a Hyundai Dealership in Atlanta and the informed me the recall – new engine replacement could have been completed at any dealership. (R.45)

I had been driving the car for over 13 months since the recall announcement!

**b. The Dealership did not have a duty to tell the Defendant he could take the risk to drive the Sonata back to Atlanta.**

I was told on September 13<sup>th</sup>, 2018 by John Lyons; Jessica their Service Manager presented me a waiver of liability if I drove the car after the FAILED Test. So I guess their story has changed again! GOOD GRIEF LIES LIES and LIARS! Noted, I was not presented any waiver and did not speak to Jessica until I was back in Atlanta Georgia.

**Plus, the manufacturer made it clear that any failed engine must be replaced.**

The information provided by the Manufacturer does not state that the dealership that performed the test was the required Dealership to install the New Engine. Again, the plaintiff appears to make the leap from FAILED engine test to a lie to the customer regarding the car being required/demanded at their dealership.

- ii. **Defendant claims he was falsely told the engine was replace with a new engine. a. Defendant has presented no basis for this allegation. b. The evidence in the record shows that the recall repair was performed by the installation of a new engine (Ex. F)**

I never made this statement or accused Hilton Head Hyundai of not replacing an engine. (R. 35,36)

- iii. **Defendant claims he was told by the new Sales Manager and Jessica that They never get involved in a quote related to any accident but he received A quote from Corey Johnson. (Answer p. 32, Plaintiff did not support p 32)**

Exactly, On August 25<sup>th</sup>, 2017 I explained to Jessica that many replacements and repairs were not completed; she commented that they do not provide quotes and it was Geico's fault! After her absurd comments I asked to speak to her boss and was escalated to the NEW CAR SALES MANAGER who cohesively confirmed her statement by repeating Hilton Head Hyundai does not provide quotes! Absolutely ridiculous and their statements were rehearsed, cohesive and stated to create a diversion and misdirection to their mistakes related to the service of my vehicle. (R. 47,48)

- a. **Defendant admit that Geico performed and inspection of his vehicle and authorized certain repairs. He also admitted that GEICO had the sole and final authority to authorize payment for repairs to the car. (Ex G) Failure to answer Request to Admit within 30 days deemed an admission. Rule 36 SCRPC) (R. 154-183)**

Pathetic Statement and clearly weak strategy that confirms why I educated the public of their business practices for 250-270 plus days.

I entered a Motion to Stay to the court and was heard by Judge Carmen T. Mullen; I also entered a motion to admit my responses to ADMIT questions by the Plaintiff on October 5<sup>th</sup>, 2018.

- b. **The GEICO \$208 undercover that was approved and paid on September**



**6<sup>th</sup>, 2017.** (R. 32-36)

- It is a standard part that is required to be replaced.
- The part was RIPPED off after I drove through the Pot Hole.
- I met my Geico adjuster, the same as handle the issues with Hilton Head Hyundai and pointed out the undergarment was not replaced and he approved and cut a check for the part!
- I delayed my trip back to pick my car up and specifically discussed the undergarment not being replaced as such they created the Supplemental on July 27<sup>th</sup>, 2017 but replace the undergarment below the Radiator.
- How does a Hyundai Dealership not Notify to the Customer and/or adjuster that the undergarment that protects the Muffler System that was replaced was not on the car. Then a lie noting that Geico approved the Radiator undergarment but not the mid Section Garment! Their defense of their lies is shameful and only confirms my efforts for 250-270 plus days to inform the public of their lies and not they are LIARS!

**iv. Defendant claims the Dealership fraudulently required him to return the rental car.** (R. 75-86, 48-50, 25,26)

The Hilton Head Service order does not state in their T's and C's that a customer must return any rental car prior receiving their car.

After I made a payment of \$1,000 to cure the Hilton Head Hyundai balance I did not receive my keys to my car; Hilton Head Hyundai required me to return the rental car before receiving my car! I called 91

- Good Grief, I refuse to answer their statement/Question regarding the Conversion of Property Crime Committed.**
  - Defendant admits that he was told by two Jasper County Sheriff's Deputies that he needed to return the Hertz Rental Car prior to receiving his car.** (Amended Answer 19-20 – Docs not provided by Plaintiff)  
(R.49-50,75-86)
- Deputy Sheriff Dodson REQUIREMENT to receive my car, the return of the Hertz Rental Car.

- Deputy Sheriff Dodson confirmed the Rental Car was NOT reported Stolen, confirmed as I was not arrested.
- I could have driven the Hertz Rental Car away from their dealership to get advice on the grossly mismanaged situation.
- He stated the reason I had to return the car was the outstanding balance.
- I agreed to return the car if he would put in writing I refused to return the car, it was not reported stolen and was in a condition if met I would receive my car. He agreed then did not write the agreed terms in the noted to me!
- There was no Hertz Rental Car personnel present during this event. I made 2 calls to the Hertz Office on the premise and was informed they were closed. *(R, Sprint Call Records, 164-165)*

#### TWO WRONGS DO NOT MAKE A RIGHT!

- Condition set by Hilton Head Hyundai I was to return the Hertz Rental Car Prior the receipt of my car.
- Deputy Sheriff Dodson confirming there request and including the reason, I had an outstanding balance. GOOD GRIEF!
- In a meeting with Lt. Smith at Jasper County Sheriff's office I addressed the issue confirmed Deputy Sheriff Dodson's requirement and actions were WRONG. He noted Deputy Sheriff Dodson was inexperienced in the contractual obligations etc.

#### v. Defendant claims a Dealership employee told him the owned the Hertz on their premise. (Answer P. 38 Docs nor provided by Plaintiff) *(R. 50,51)*

The Hilton Head Hyundai employee is Matt Houghton.

- Lately he drives a while Genesis, he also enlightens me daily with his Middle Finger. Another Great Ambassador for Peacock Auto Mall!
- Mat also approached me with another short gentleman; the result of our conversation was a meeting set with John Lyons. They both noted managers from another dealership as such were present in the meeting with John Lyons on September 13<sup>th</sup>, 2017. I understood their presence in the meeting to be for witness – protection and/or another pair of eyes on

the conversation. Shortly after I asked where they went as I returned to ask John Lyons a question and a person answered back to the Hyundai Dealership. I followed up with a question and it was explained to me they were both managers of the Hyundai Dealership! Good Grief!

- John Lyon should be able to identify the person as he was present in the meeting and I addressed the ridiculous statement he made regarding Hertz Rental Car as it was intended to deflect the seriousness of their actions. I moved the conversation forward he was embarrassed I called out his statement in the meeting. John Lyons looked at him in disbelief and disappointment.
- Identify Mat by his Cell phone call records! He approached me and noted O. C. Welch called him the previous day and mentioned to me I heard you an O.C. Welch spoke yesterday. He identified himself as another dealership manager as I thought a good faith effort by New River Auto Mall to send an outsider to review the issues and find a resolution.
- O.C. Welch will confirm that he did call Mat Houghton the previous day, August 30<sup>th</sup>, 2017 to inquire why I was walking with a sign in front of their dealership. Mat opened the conversation that OC and he spoke "Yesterday" as he said to me I heard you talked to O.C. Welch. I can confirm I spoke with Mat through his and O.C Welch Phone records. O.C. Welch will provide phone records if required; his and Mat's records will show a phone call on August 30<sup>th</sup>, 2017.

- a. Defendant claims a manager from another Peacock Dealership not someone who pupated to be a representative of the Plaintiff, told Him the owned the Hertz on their premise (Answer P 17) This is hearsay and not admissible.

I will provide Testimony regarding the statements made by Matt Houghton, Hilton Head Hyundai Manager. The statement is NOT Hearsay!

Lies and a Liar, he stated he was not a Hilton Head Hyundai Employee to appear neutral when actually he was engaged in a deceitful tactic to defuse the issue including the Conversion of Property crime the Dealership had committed.

- b. Plaintiff claims the statement was made after he had returned the rental car, therefor it could not have been made with the intent that

**he rely upon it.**

The statement was to defuse the Conversion of Property Crime they committed days prior. Insulting as he thought I was an idiot and was to believe him the Hertz Rental car was Franchised! I immediately confronted the lies he stated and he deferred to well we do a lot of business with them!

2. **The only evidence is that the Dealership did not act unethically.**  
**Defendant claims the Dealership acted unethically in the following manner.**

That statement is funny, especially followed by the Wal-Mart Video Defense!

- a. **Defendant claims the Dealership acted unethically when its security officer followed him into the Wal-Mart parking lot. (R. 107-117, 125-133)**

I ask court and The Honorable Carmen T. Mullen to watch the video as I requested the court room facilities to play the video.

I had been doing activity and mirrored by the same Security Vehicle daily 8-10 hours; I left their premise and the same vehicle follows a protester – customer to where I was parked. He drove slowly in front of me to let me know he was there then parked in sight of me! At trial, I will trust the Jury's judgement if they think it was unethical for Hilton Head Hyundai Security Vehicle to follow me to Wal-Mart.

- **September 20<sup>th</sup>, 2017: Harassment in the first Degree, South Carolina Code 14-3-1700**

The plaintiff's Security Vehicle followed the Defendant off their premise to the adjacent Wal-Mart where the defendant was parked.

**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 the position to suffer mental or emotional stress. Harassment in the First Degree may include, but not limited to:

Surveillance of or the maintenance of a presence near the targeted person's

E. Residence

F. Place of Work

G. School or

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

I began parking at Wal-Mart on August 26<sup>th</sup>, 2017 and parked there daily during the time I was doing my activity in front of their dealership. I think

its fair to claim I regularly occupied.

Plaintiff provided conflicting affidavit from the driver of the vehicle as he was ordered by John Lyons, CFO, to leave their premise and follow defendant to Wal-Mart to observe his behavior. The Police report and conversation I had with Lt. Smith regarding his conversation with them he was told they went to Wal-Mart to see what car I was driving.

*(R. Wal-Mart Video, Defendants & Jasper County Lt. Smith Testimony, Tab 6)*  
(107-117, 107a, 125-133)

I received a Victim Identification Form and charges were Assault and Battery with the Intent to harass. I followed up the following 10 days to see when the person driving the vehicle was going to get arrested; no response. Finally a Jasper County Lt. approached me outside the Sheriff's Office and said what happened was not harassment and they were not going to do anything to Mr. Peacock! GOOD GRIEF!

i. **The affidavit of the Dealership's David Salzman states that he did observe Defendant for several minutes in the Wal-Mart Parking lot because he was concerned about his erratic behavior at the Dealership. (R. 55,107-117, 125-133)**

- Erratic Behavior? Jasper County Sheriff Office did receive 911 calls regarding my activity but it was related to lies stating I was in front of their entrance blocking traffic. There was never any conversations regarding my erratic behavior.
- I guess by their attempts to enter a restraining order and then when denied appeal it through reconsider and then to the State Appellate Court Define their thinking one exercising First Amendment Rights is erratic.
- What Authority does their Security Person have off their premise.
- I believe we have Legal Authorities that interact with a Person exercising their First Amendment Rights and the associated Business; surely not the associated business.
- The Jasper County Sheriff Office Incident report and statement from Peacock Auto- Mall the following day stated they went to Wal-Mart to see what car I was driving. Noted. The Jasper County Sheriff Smith and I laughed when we discussed their comments.

**Mr. Salzman was approached while inside his parked car in the parking lot by the Defendant who physically threatened him.**

- Prior days I had 2 signs stolen, car keys stolen, cursed daily, informed I had a criminal record and they knew where I stayed criminal record.
- As stated, I was mirrored daily by the same vehicle.
- Yes, I approached the vehicle as their behavior towards me was aggressive and now it was beyond their property. I took offense and yes went on the offensive and inform if he continued to follow me of their premise I was going to take my 7 iron out of my car and insure that the harassment, intimidation tactics would stop one way or another!

ii. **It is certainly no unethical for a business to express concern for the safety of its employees and customers. (R. 55,107-117,107a, 125-133)**

I agree, they provide security and have authority on their premise but a bit overreach when they follow a customer to another location.

I called 911 from their premise on August 26<sup>th</sup>, 2017 to have the Jasper County Sheriff office retrieve my vehicle and Sheriff Hunnicutt, a Jasper County Sheriff working off duty, approached me first then informed me a on Duty Sheriff was on their way as such the on duty officer handled my issues.

Makes sense to follow a similar approach for erratic behavior?

- Perhaps take a video and give it to the Sheriff's Office? That could not happen as there was not erratic behavior to record.

or

- Do not take a video of erratic behavior or call 911 but follow the individual off premise to Wal-Mart where individual was parked.  
(Hmm, I would think a Jury will call that behavior Unethical!

b. **Defendant claims it was unethical for the Dealership to direct him to the New Car Sales Manager to address his concern when he asked to speak with the owner or General Manager.**

i. **There is no evidence of unethical behavior related to this encounter. Defendant admits that the individual identified himself as the New Car Sales Manager.**

I requested to speak to the person Jessica, Hilton Head Hyundai Service Manager, boss, owner or general manager. (*Defendant Testimony*)

- If the general manager or owner was not available then she should have informed me as such; then ask me if I wanted to speak to the New Car Sales Manager. I would have responded NO as this was a service issue and not related to a new car and I want to speak to the person she reported vertically.
  - Jessica did not introduce me to the person; including the individual did not formally introduce himself by name and/or title including informing me was neither of the persons I requested to discuss my concerns/issues.
  - Moments after our brief meeting I attempted to pay my balance and another Hilton Head Hyundai Service Person identified the General Manager was present as he attempted to resolve the check machine verification issue; Jessica did not introduce me to him. Jessica's intended efforts was to direct me to another person that she did not report.
  - I wanted to speak to someone was because the July 27<sup>th</sup>-28<sup>th</sup>, 2017 supplemental record delayed my return. Jessica and I discussed the Mid Section Under-Garment protection, a standard part, not being replaced and Geico approved. I was astonished as just prior entering an office to speak to the New Car Sales Manager she noted Hilton Head Hyundai does not provide quotes; the man whom I spoke reiterated the same message to me. I took it as a clear cohesive message to deflect the real issue why a Standard Sonata under garment protection part that was clearly ripped off during the accident was not replace. Typically, a person of business entity authority would not make such a statement nor be cohesive in a response. Thus, why I was not moved vertically on my request.
- c. Defendant claims the Dealership acted unethically when its Telecheck machine could not read his check.
- i. Defendant admits that the Telecheck machine was unable to read the check. (ex G, Request to Admit No 4) failure to answer Request to Admit within 30 days deemed an admission Rule 36 SCRP. (Motion to Allow ADIMIT questions Submitted October 5<sup>th</sup>, 2018) (Defendant Testimony)
- The interesting cohesive effort was concerning; 4-5 people all surrounded the check machine and attempted to get my check to be processed for approval including the General Manager. As I looked at this weird effort the person who identified the General Manager. "Rolled his Eyes at me" as I took it in disbelief they were attempting a valiant effort but a deceptive one!

- There was no attempt to verify if their machine was default, escalate approval to a higher person within Hilton Head Hyundai including their check verification vendor! They were aware I did not have a debit or credit card on me and from Atlanta, Georgia as such just let me walk out the door without my vehicle.
- One of my concerns regarding their behavior was the following days as I learned that they were part of an Auto Mall and had relationships with the other dealerships. I assume a manager could have walked to anyone of them to verify if it was their machine or my check that was the issue. Maybe, getting an approval? At the very least see if their machine read the check? Makes sense? An effort at least?
- Base on my experience if their check verification machine goes down and is not working all the customers during that time period who prefer using a check for payment would be out of a process to retrieve their car! I would assume a large organization as an Auto Mall would have an escalation procedure for this process. Surely, they would not say to their customer our check verification machine is not working – broken so can you come back another day to get your car! Good Grief! Well, this is what happened to me!
- Noted: If their machine does not work it is same as a check not appearing to be able to process! As it stood there were there other options including escalating internally, escalating to the vendor or any other dealerships machine? I was disappointed and astonishing no other effort was made and they just let me walk out the door without my car.

### 3. The Dealership did not harass or intimidate the Defendant

- a. Defendant claims he place his personal belongings along the side of the road and that unknown persons stole his items while he was standing some distant away.  
(R. 87-91,100-106,144-152,153,123-143)

#### 2 SIGNS, 1 SET OF CAR KEYS AND ONE BRIEF CASE

##### SIGNS

- **August 30<sup>th</sup>, 2017**  
I confirm that the sign was stolen out of my car. (R.87-91)
- **September 4<sup>th</sup>, 2017**  
An African American dressed similar to Car Salesman I see in the dealerships with Tan Slacks, Short Sleeve Shirts. (Red – Blue Shirt) The person could have been easily identified as Peacock Auto – Mall dealerships have cameras in and around their dealership but Deputy Sheriff Hunnicutt made no effort to assist identifying the person who stole my sign. (R. 123-143)



His testimony in court will provide a timeline that I did not have a sign when I approached him regarding the theft and had not left the area in front of the Peacock Auto Mall.

The event happened immediately after I was told to leave the premise and quit doing my activity. The two other Sheriff Deputies drove away as deputy Hunnicutt was parked behind the Peacock Auto Mall sign confirming I was leaving. As I walked back from my sign to get my keys I motioned to him what I was looking for them; as I walked back concerned he would not think I was leaving and arrest me as they had threatened. Moments later he saw me run after a person who stole my sign and did nothing except give me a no trespassing notice.

- **January 19<sup>th</sup>, 2017 (R. 153)**

Two Caucasian men drove up from exiting Peacock Auto- Mall and drove to the grass and jumped from the vehicle and put the sign into the White Mini Van. Similar to the ones parked in front of the Dodge Jeep Dealership – in the grass. I could not identify exactly what they were wearing.

**CAR KEYS (R. 87-91)**

- On September 1<sup>st</sup>, 2017 I watched gentleman stand over my items that were hanging on the Cable Notification pole. He was 20 plus feet away from the Circuit Breaker Box that he said he was looking for. I went to my belongings and he walked back towards the Auto-Mall Entrance sign where he shuffled Pine needles for 10 minutes before leaving. I check my belongings and my keys were missing. I called 911.
- I told Deputy Sheriff Hartley of the theft and she recommended I park under Security Cameras. Please review the police report, the statement made after the incident noted, Shawn!
- The person I spoke to answered me when I asked his name, Shawn.
- The person, Shawn was dressed in brown pants wearing a button down shirt and was wearing a hat. He was facing me as I started to approach him but moved toward the sign and was facing the other direction prior him leaving. He was 5'10 - 5'11, white male, appeared to be short blonde hair –noted he was wearing a hat.
- The person was driving a nice truck and appeared to be Management as he was fairly well dressed; noted his appearance and then comments he was looking for the circuit breaker box (Power) as such this is when I became suspicious!

**BRIEF CASE STOLEN (R. 144-152)**

- On October 31, 2017 Judge Carmen T Mullen ruled against the Plaintiff for the Second Time  
Denying their reconsider for the temporary Injunction to the Defendant.
  - The previous days I had car keys stolen, Signs stolen including from inside my car so I tied my brief case to the drain in the median of the road adjacent to the entrance of the dealership. THE FOLLOWING DAY AFTER HER RULING BASICALLY ENFORCING MY RIGHT TO CONTINUE MY ACTIVITY IN FRONT OF THEIR DEALERSHIP MY BRIEF CASE WAS STOLEN, COMPUTER, LICENSE, PASSPORT, CASE DOCUMENTS, WALLET – CREDIT CARDS and CASH!
  - Following the theft I had to borrow 20 dollar from O.C. Welch until the following day I went to the bank as noted my credit cards, cash were taken.
  - I called 911, please review the TAB regarding the lack of follow up related to Jasper County Sheriff's Office.
- b. He further claims that whole he was standing on the Roadway, he left his car in the Wal-Mart Parking lot, only to return and find that the doors and windows were open.**  
**Defendant Testimony**
- Circumstantial Evidence: Mike Butt whom I spoke regarding my car, the New Car Sales Manager had cussed me days prior including calling me a crack head. He had yelled as I walked in front of their dealership doing my activity, he knew I was parked at Wal-Mart
  - I had two MacBook Pro Computers in my car and they were not stolen. The car was breached and it was not for theft, it was clearly an intimidation tactic and it was for three consecutive days!
  - I told Deputy Sheriff Hartley about the breach and she recommended I park under Security Cameras.
- i. Defendant has presented not admissible evidence that any of these acts were committed by the Dealership or at its direction.**
- ii. If a Servant acts for some independent purpose of his own, wholly disconnected with the furtherance of his master's business, his disconnected with furtherance of his master's business, his conduct falls outside the scope of his employment.**  
**The Dealership is in the business if selling and servicing automobiles. None of the acts Alleged by the Defendant can be said to be in furtherance of Plaintiff's business.**

Over the 250-270 plus days, 3-5 people stopped to hear my story and I mention all the theft per above including other events and action by Hilton Head Hyundai employees.  
Lets call it a minimum 75 plus conversations, NOT ONE person said...are you sure it was a Hilton Head Hyundai Employee

This pending CIVIL COURT, the evidence is my testimony of the events and witnesses as such let the Jury make their own minds related to the following!

Sign stolen from Car - Car windows opened - car drenched: both instance my two MAC computers valued \$4,500 plus in the car were visible and NOT Stolen.

The DAY AFTER Judge denying their restraining order all of my personal items were stolen, noted one would think I would have to return to Atlanta with no license, cash, credit cards etc but I was back the next morning at 10:00 AM SHARP!

**C. Defendant published the Statements to Third Parties**

I am educating the public on my business interaction with Hilton Head Hyundai!

**9. Defendant published his statements with his signs on a public roadway and speaking with passerby's regarding his statements about the Dealership.**

I am educating the public on my business interaction with Hilton Head Hyundai!

**10. The Dealership therefore request that the Court grant summary judgment in its favor as to defamation and schedule a hearing on damages.**

Ridiculous, let the Jury hear the testimony and facts!

If they are so confident in their case they will have their verdict; typical over step request by plaintiff requesting court to deny an American Citizen the right to be judge by each one's peers.



## II. Defendant is Entitled to Injunctive relief after Defamation is Established

### 11. The Supreme Court of the United States has made it clear that defamatory speech is not Protected by the first Amendment!

Makes Sense, but my comments and actions are not defamatory because they are true; I am confident my testimony, testimony of witnesses and documents submitted to Jury will confirm as such.

12.

13.

14.

### 15. Therefore, the Dealership request this Court to narrowly tailor a permanent injunction preventing Defendant from publishing the defamatory statements that the Dealership has acted Fraudulently, unprofessionally, untrustworthy, dishonestly, unethically, or that is engaged in harassing or intimidating behavior.

Make sense to let the jury decide; I assume the Plaintiff, may I say.. is SCARED of a jury trial! After the Jury confirms my statements were not defamatory then it is set I have the right to do my activity any day my time permits. I guess I would be scared if I was the Plaintiff!

I have not and will not hire an attorney to represent me because I want the Jury to hear me directly; I was in the conversations related to fraud, unprofessionalism, untrustworthiness, dishonestly, unethical behavior, witnessed and victim of Plaintiff's harassing and intimidating behavior.

## III. SUMMARY JUDGMENT SHOULD BE GRANTED IN THE PLAINTIFF'S FAVOR AS TO DEFENDANT'S COUNTERCLAIMS.

### A. A Summary Judgement Should be Granted as to the Defendant's Conversion Cause of Action

### 16. Conversion is an unauthorized assumption and exercise of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights. (R, 75-86)

- I paid my Hilton Head Service Order Balance on August 26<sup>th</sup>, 2017, \$1,000 deductible with the intention of receiving my car. Following my payment, Jessica – Hilton Head

Service Manager did not return my car but added a new condition; she demanded I return the Hertz Rental Car.

- The Hertz Rental Car was contracted in my name and at the current time of the Conversion being billed and paid by Geico, my insurance company.
- The Hilton Head Service Order and Hertz Rental Agreement do not have any legal alignment or binding condition on payment of one to receive the other!
- I called 911 to have the Local authorities retrieve my car.
- I was informed by the Jasper County Sheriff because there was a balance he would not Return my car unless I turned the Hertz Rental Car.
- I refused and let him know I was going to return it at the Savannah International Airport as the Hertz Rental Car on the Auto Mall Property was closed and present during this Criminal Act there were no Hertz Employees present.
- I did not receive my car from Hilton Head Hyundai, the Sheriff gave me the keys.
- CONVERSION OF PROPERTY, CRIMINAL ACT occurred after my payment of \$1,000 to cure my balance! Payment for repairs and replacements = return of car, that did not occur. At this point they converted my property to their possession!
- At trial, Jasper County Sheriff Deputies will provide testimony they spoke to me after I called 911: I made my \$1,000 and Hilton Head Hyundai would not return my car.

**17. Defendant claim that he had a ten-minute conversation with an employee of the Dealership regarding whether he was required to turn in the rental car prior receiving the Sonata.**

- On August 26<sup>th</sup>, 2017 I called 911 after Hilton Head Hyundai would not return my car after making a \$1,000 payment to cure the balance thus expecting the return of my car.
- Jasper County Deputy Sherriff Hunnicutt working Security for the Auto-Mall arrived at the Dealership and I requested that he retrieve my vehicle; I gave him the \$1,000 payment receipt.
- We discussed other issues related to my experience with Hilton Head Hyundai.

- I was in the conversation on August 26<sup>th</sup>, 2017 with Jasper County Sheriff Hunnicutt; I made a 911 call as such there was no questions or discussion if I was suppose to return my Hertz Rental Car to Hilton Head Hyundai including returning it at all! I called 911 so the legal authorities would retrieve my car; I made a \$1,000 payment to balance the Hilton Head Service Order to ZERO and they would not return my car.

**19. Defendant admits that it was the Jasper County Deputy who required him to leave the Keys to the rental car.**

- Good Grief, I was told by Jasper County Sheriff Dodson that I had an outstanding Hertz Rental Car balance and the ONLY way I was going to get my car was after I returned the Rental car!
- Noted: The Rental Car located on the Auto – Mall Premise was closed.
- Noted: There were no Hertz Rental Car Personnel Present during the incident.
- Noted: The Hertz Rental Car was not reported Stolen.
- Regardless of the balance, Sheriff Dodson was out of his authority rights.

**19. Defendant admits that it was the Jasper County Deputy who required him to leave the keys to the rental car.**

- Per #18, I called 911 for them to retrieve my car as I had just payed the balance on the Hilton Head Hyundai Service Order.

**20. There is no Dispute that Defendant received his Sonata.**

- An individual robs a bank but then decides to return the money! Robbing the bank is still a crime regardless if THE BANK RECEIVED THEIR MONEY BACK! GOOD GRIEF!
- I had a Service Order Agreement with Hilton Head Hyundai to repair and replace parts.
- Hilton Head Hyundai billed Geico directly except the \$1,000 deductible.
- On August 26<sup>th</sup>, 2017 I made the \$1,000 payment and did not receive my car after making the payment!
- My keys were given to me by the Jasper County Sheriff who arrived after I called 911.

**21. Therefore, summary judgement should be granted in the Dealership's favor as to conversion.**

- Funny!

### **B. Deceptive Service Tactics**

**1. Defendant claims that the Dealership's statements that it was unsafe to drive the Sonata back to Atlanta when it failed the engine recall test was a "Deceptive Service Tactic."**

(R. )

- I was told by Cory Johnson that I was required to leave my car at their Dealership because of the FAILED ENGINE TEST!
- There is no statement in the Documentation provided by the Manufacturer that States the Dealership that runs the test is the dealership the completes the New Engine Installation.
- Corey Johnson stated the car was dangerous and could harm me if driven; false statement as the Manufacturer Documentation does not state any danger but noted The engine could stall.
- Clearly, demanding me to leave my car at their Dealership they financially benefited from the New Engine Installation; I do not think it is a stretch to state this was a Deceptive Service tact as in fact it is Fraud.
- On September 13<sup>th</sup>, 2017, John Lyons told me I was presented a waiver to sign releasing their Dealership from Liability if I drove the car home to Atlanta. Another Cohesive lie, there is no such document.

**a. Only evidence in the record is that the manufacturer identified the risk of a crash while Operating a vehicle that failed the recall engine test. (Exhibit C) The manufacturer instructed the Dealership to replace any engine that failed the test.**

- Well, I guess Hilton Head Hyundai Dealership is an interpreter of English; Exhibit C states the engine could stall but does NOT state risk of a crash.
- The Manufacturer Instruction do not state that the car should not be driven after the failed test!



b. Defendant does not dispute that his vehicle was subject to the recall, that his car failed the recall inspection, that his engine needed to be replaced, or that he authorized the repair.

- I receive a document from the Hilton Head Hyundai Dealership stating a failed Engine Test!
- On August 25<sup>th</sup>, 2017 I returned to Hilton Head Hyundai to retrieve my vehicle and asked for documentation on my new Engine and was told by Mickey Harvester there was none but my engine looked new! GOOD GRIEF!

c. The Dealership statement that the car should not be driven until the engine was replaced was based on the instruction of the manufacturer and was designed to protect the safety of both the Defendant and other drivers on the road. (R )

- As noted there is NO reference to an Exhibit because the Manufacturer does not state their statement

### C. VIOLATION OF CONSTITUTIONAL CIVIL RIGHTS

1. Defendant does not have a constitutional right to publish defamatory statements.

- Plaintiff is assuming the statements are defamatory; defendant has a constitutional right to make statements to anyone anywhere if they are true as such I do have a right because I was in every event and conversation!

2. Defendant seems to confuse constitutional rights with some imagined right not to have his feelings hurt in that he claims his rights were violated by people insulting him while he was protesting. Defendant Testimony

- I am glad to read the Plaintiff confirms they insulted me while I was doing my activity.
- I can handle the insults from their premise but when they crossed over to the State Highway 278 directing their golf carts toward me threatening me it appears to be a crime.

3. Defendant's claim that some unknown person stole his car keys or opened his car windows and doors unrelated to any constitutional right he may have.

*Defendant Testimony*

- The Hilton Head Employees intent was to Harass and Intimidate so I would leave town and stop doing my activity in front of their dealership.

4. Defendant claims that his signs were stolen by unknown persons or that he was followed by a security guard is not a violation of his civil rights as a matter of law.

*Defendant Testimony*

- A person protest in front of a business for 17 days and on the 18 day an employee of the business runs off their premise onto State owned property where the individual is doing their activity to steal the persons sign and succeeds as such!
- Noted: that Citizens sign was part of their right to exercise First Amendment Rights and it was stolen by the business employee.
- Maybe not a crime in Russia but we live in the United States of America and we do have laws!

Three Signs Stolen (R.153)

- **August 30<sup>th</sup>, 2017**

I can only confirm that the sign was stolen out of my car.

- **September 4<sup>th</sup>, 2017**

An African American dressed similar to Car Salesman I see in the dealerships with Tan Slacks, Short Sleeve Shirts. (Red – Blue Shirt)

The person could have been easily identified as Peacock Auto – Mall dealerships have cameras in and around their dealership but Deputy Sheriff Hunnicutt made no effort to assist identifying the person who stole my sign.

His testimony in court will provide a timeline that I did not have a sign when I approached him regarding the theft and had not left the area in front of the Peacock Auto Mall.

The event happened immediately after I was told to leave the premise and quit doing my activity. The two other Sheriff Deputies drove away as deputy Hunnicutt was parked behind the Peacock Auto Mall sign confirming I was leaving. As I walked back from my sign to get my keys I motioned to him what I was looking for them; as I walked back concerned he would not think I was leaving and arrest me as they had threatened. Moments later he saw me run after a person who stole my sign and did nothing except give me a no trespassing notice.

- **January 19<sup>th</sup>, 2017**

Two Caucasian men drove up from exiting Peacock Auto- Mall and drove to the grass and jumped from the vehicle and put the sign into the White Mini Van. Similar to the ones parked in front of the Dodge Jeep Dealership – in the grass. I could not identify exactly what they were wearing.

- I told Deputy Sheriff Hartley of the theft and she recommended I park under Security Cameras.

**Security Person following Defendant to Wal-Mart**  
(R, Wal-Mart Video – Tab

#### **D. DECEPTIVE SERVICE – PAYMENT TACTICS**

1. **Defendant claims the failure of the Dealership's Telecheck machine to read his check was a deceptive service – payment tactic.**
  - a. **Defendant admits that the Telecheck machine was unable to read the check (Request to ADMIT) Failure to answer Request to Admit within 30 days deemed an admission.**
  - b. **Many businesses use Telecheck to provide added assurance that the check will be paid. There is nothing deceptive in using this established business procedure.**

#### **On August 25<sup>th</sup>, 2017**

- The interesting cohesive effort was concerning; 4-5 people all surrounded the check machine and attempted to get my check to be processed for approval including the General Manager. As I looked at this weird effort the person who identified the General Manager in Number 10  
  
"Rolled his Eyes at me" as I took it in disbelief they were attempting a valiant effort but a deceptive one!
- There was no attempt to verify if their machine was default, escalate approval to a higher person within Hilton Head Hyundai including their check verification vendor! They were aware I did not have a debit or credit card on me and from Atlanta, Georgia as such just let me walk out the door without my vehicle.
- One of my concerns regarding their behavior was the following days as I learned that they were part of an Auto Mall and had relationships with the other dealerships. I assume a manager could have walked to anyone of them to verify if it was their machine or my check that was the issue. Maybe, getting an approval? At the very least see if their machine read the check? Makes sense? An effort at least?
- Base on my experience if their check verification machine goes down and is not working all the customers during that time period who prefer using a check for payment would be out of a

process to retrieve their car! I would assume a large organization as an Auto Mall would have an escalation procedure for this process. Surely, they would not say to their customer our check verification machine is not working – broken so can you come back another day to get your car! Good Grief! Well, this is what happened to me!

- Noted: If their machine does not work it is same as a check not appearing to be able to process! As it stood there were there other options including escalating internally, escalating to the vendor or any other dealerships machine? I was disappointed and astonishing no other effort was made and they just let me walk out the door without my car.

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

1. Defendant has failed to identify any Standard Business Guidelines and Practices" that The dealership has a duty to follow
2. Defendant notes that multiple supplemental service orders were created during the course of the service work on his vehicle. A portion of the repair work was completed In the Dealership's service department and separate repair orders were necessary for the work performed under the manufacturer's recall and the repairs covered by GEICO. The work performed in the Collision Center followed a standard process by which supplemental orders are prepared when changes are made to the original estimate.  
Get info
3. As set forth above there is no evidence of fraudulent statements by the Dealership's employees.
  - Corey Johnson, Demanding I leave my car at Hilton Head Hyundai so the plaintiff could Financially benefit, new engine installation.
  - Jessica, Hilton Head Hyundai Service Manager, including Conversion of Property fraudulently action as she received my payment with the intention not returning my car!
4. Defendant does not specify what he alleges as "deceptive security personnel tactics to resolve customer issues." Defendant suggest in his pleadings that it was deceptive for a Jasper County Sheriff Deputy to confirm the Defendant that he provided security for the Dealership when he was off Duty.
  - Deputy Sheriff Hunnicutt drove up after I called 911; the purpose of the call was for the local legal authority to retrieve my car because I paid my balance on the Hilton Head Service order and they would not return my car.

- He drove up on a Black Tahoe, dressed in a Deputy Sheriff Uniform and listened to my issues and request. (10-15 minutes) Then states he was the Security Person for the Auto-Mall and could do nothing but the Sheriff will be here any moment!
- Really, I look forward to the Jury Trial! American are simple and expect Honesty!

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

June 1<sup>st</sup>, 2018

Sheriff Chris Malphrus  
12008 North Jacob Smart Blvd.  
Richland, South Carolina 29936

**RE: 17 calls - 8 visits = Zero Response**  
**Jasper County Sheriff Office**

Sheriff Malphrus:

As noted, I stopped by your office today to have a discussion regarding the data below. I dropped off a binder on April 27<sup>th</sup>, 2018 and have not heard any feedback to resolve my issues.

I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10<sup>th</sup>, 2018 that he did deliver the two binders to you and Deputy Chief Morris.

Since April 27<sup>th</sup>, 2018 I have left 17 messages and visited your office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14<sup>th</sup>, 2018; if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous messages and have had no response.

Please advise accordingly, I am asking for documents to be filed, explanations and follow up on existing cases, explanation and clarification on victim notification and identification forms and other charges be filed against Hilton Head Hyundai.

The binders were dropped off over 1 month ago and I have been unable to schedule a meeting to complete the task per the data in the binder.

**Attempts to schedule a meeting!**

**May 2018 Calls: 10th (2), 11th (4), 14th, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup>, 25<sup>th</sup> (2), 29<sup>th</sup>, 30<sup>th</sup>**

Please have Lt. Smith or another person on your staff call me to schedule a meeting! I will continue my efforts until this issues is resolved.

Respectively,

Greg Hackney

Enclosure:

Chris Malphrus



**JASPER COUNTY  
SHERIFF'S OFFICE**  
P.O. Box 986, Ridgeland, SC 29936  
Phone: 843-726-7777  
Fax: 843-726-7778  
Non-Emergency: 843-726-7519 24 hr.

Case# \_\_\_\_\_  
Inc.# \_\_\_\_\_  
Officer \_\_\_\_\_  
Date \_\_\_\_\_

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee \$3.45  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$2.75  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

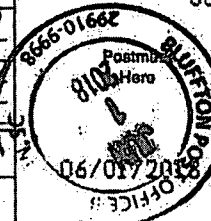
Postage \$0.71

Total Postage and Fees \$7.12

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®



7017 0190 0000 5470 1316

**Call Details - (678) 855-2975 - Voice**

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

| On     | At       | To / From      | Destination    | Rate  | Mins  | Cost |
|--------|----------|----------------|----------------|-------|-------|------|
| May 08 | 06:58 am | (678) 361-0081 | Incoming       | NW/AU | 04:00 | -    |
| May 10 | 03:20 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 | -    |
|        | 03:22 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 | -    |
| May 11 | 09:18 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 | -    |
|        | 09:37 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 | -    |
|        | 09:38 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 | -    |
|        | 09:39 am | (800) 227-4825 | Toll Free Call | AU    | 02:00 | -    |
|        | 05:09 pm | (877) 247-2144 | Toll Free Call | AU    | 01:00 | -    |
| May 13 | 02:55 pm | (770) 575-1165 | ATLANTA NW, GA | NW/AU | 01:00 | -    |
|        | 02:56 pm | (706) 301-6626 | JASPER, GA     | NW/AU | 02:00 | -    |
|        | 05:50 pm | (770) 575-1165 | ATLANTA NW, GA | NW/AU | 06:00 | -    |
| May 14 | 04:50 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 | -    |
| May 15 | 03:18 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 | -    |
| May 16 | 12:23 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 | -    |
|        | 01:02 pm | (678) 361-0081 | Incoming       | AU    | 06:00 | -    |
| May 17 | 09:26 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 | -    |
| May 18 | 12:54 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 | -    |
|        | 01:56 pm | (803) 896-0496 | COLUMBIA, SC   | AU    | 01:00 | -    |
|        | 01:59 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 | -    |
| May 20 | 06:45 pm | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 07:00 | -    |
| May 21 | 10:18 am | (864) 552-9990 | GREENVILLE, SC | AU    | 04:00 | -    |
|        | 12:52 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 | -    |
| May 22 | 09:12 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 | -    |
|        | 10:16 am | (803) 734-5049 | COLUMBIA, SC   | AU    | 01:00 | -    |
|        | 10:16 am | (803) 896-0496 | COLUMBIA, SC   | AU    | 02:00 | -    |
|        | 01:02 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 | -    |
| May 23 | 03:32 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 | -    |
| May 25 | 02:53 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 | -    |
|        | 02:54 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 | -    |
|        | 03:29 pm | (803) 734-1890 | COLUMBIA, SC   | AU    | 20:00 | -    |
| May 28 | 11:34 am | (678) 361-0081 | ATLANTA NE, GA | AU    | 01:00 | -    |
|        | 11:36 am | (770) 575-1165 | ATLANTA NW, GA | AU    | 14:00 | -    |
|        | 11:50 am | (678) 361-0081 | ATLANTA NE, GA | AU    | 06:00 | -    |
|        | 11:55 am | (678) 361-0081 | Incoming       | AU    | 03:00 | -    |
| May 29 | 02:06 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 | -    |
|        | 02:08 pm | (803) 896-0496 | COLUMBIA, SC   | AU    | 02:00 | -    |
| Jun 02 | 07:24 am | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 03:00 | -    |
|        | 07:27 am | (678) 361-0081 | Incoming       | NW/AU | 14:00 | -    |
| Jun 04 | 02:48 pm | (800) 227-4825 | Toll Free Call | AU    | 02:00 | -    |
|        | 03:49 pm | (800) 227-4825 | Toll Free Call | AU    | 05:00 | -    |
|        | 04:03 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 | -    |
|        | 07:12 pm | (800) 227-4825 | Toll Free Call | AU    | 03:00 | -    |
| Jun 05 | 03:59 pm | (803) 734-5049 | COLUMBIA, SC   | AU    | 01:00 | -    |
| Jun 06 | 12:38 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 05:00 | -    |
|        | 07:21 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 10:00 | -    |
|        | 07:31 pm | (678) 361-0081 | Incoming       | AU    | 01:00 | -    |
|        | 07:34 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 02:00 | -    |
|        | 07:40 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 01:00 | -    |
|        | 07:41 pm | (706) 301-6626 | JASPER, GA     | AU    | 01:00 | -    |

**Rate Type**

AU Anytime/Plan Usage

NW Night and Weekends





## Call Details - (678) 855-2975 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

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|        | 07:40 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 01:00 | -    |
|        | 07:41 pm | (706) 301-6626 | JASPER, GA     | AU    | 01:00 | -    |

## Rate Type:

AU Anytime/Plan Usage:

NW Night and Weekends:

## INDEX

- TAB 1: Request Criminal Charges filed against Hilton Head Hyundai.**  
Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.
- TAB 2: Request Criminal Charges filed against Hilton Head Hyundai.**  
Conversion of Property, August 26<sup>th</sup>, 2017 – Saturday.  
  
Request documentation and/or statement why Deputy Sheriff Dodson did not properly  
Identify Conversion of Property and file charges accordingly.
- TAB 3: Case Number 2017 – 00001995, Car Keys Stolen**  
Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!
- TAB 4: September 4<sup>th</sup>, 2017 – Monday, "Labor Day"**  
Request documentation and/or statement why Jasper Deputy Sheriff's demanded I leave the  
premise or be arrested.
- TAB 5: Trespass Notice September 4<sup>th</sup>, 2017 – Monday, "Labor Day"**  
Update, Please file letter accordingly.  
  
**2<sup>nd</sup> Sign Stolen**  
Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a  
Victim Notification Identification Form regarding 2<sup>nd</sup> Sign Stolen and follow up – Peacock Auto  
Mall Cameras. Victim Notification Identification Form!
- TAB 6: Case Number, 2017-2176 – Harassment/A&B by Intimidation**  
Update, Please file letter and documents accordingly.  
Explain why video does not warrant an Arrest.  
  
**Request Criminal Charges filed against Hilton Head Hyundai Security Person.**  
Criminal Code 16-3-1700
- TAB 7: Trespass Notice, September 22, 2017**  
Update, please file letter and documents accordingly.
- TAB 8: Case Number 2017 – 00002597 – Larceny, Brief Case Stolen**  
Update, please file letter and documents accordingly. Lack of follow – witness.
- TAB 9: Victim Notification Identification Form Request. Third Sign Stolen**  
Please file letter accordingly.
- TAB 10: Name clarification for court appearance, subpoena's.**

CC. (Copied)

South Carolina Troopers Office  
State Troopers  
407 Live Oak Road  
Ridgeland, South Carolina 29936

Jasper County Clerk's Office  
Attn: Margaret Bostick  
265 Russel Street  
Ridgeland, South Carolina 29936

South Carolina Law Enforcement Division  
Attn: Thomas H. Robertson  
Captain, Executive Officer-Investigative Services  
4400 Broad River  
Columbia, South Carolina 29221-1398

Jasper County Sheriff's Office  
Attn: Chris Malphrus  
12008 N. Jacob Smart Blvd  
Ridgeland, South Carolina 29936

The Honorable Carmen T Mullen  
Chief Administrative Judge  
102 Ribaut Road – P.O. Drawer 1128  
Beaufort, South Carolina 29901

Bradford Neal Martin and Associates  
Attn: Brad Martin  
201 West McBee Avenue Suite 302  
Greenville, South Carolina 29601

Governor Office, State House  
Deputy Chief of Staff  
Attn: Leigh LeMoine  
1100 Gervais Street  
Columbia, South Carolina 29201

South Carolina Court of Appeals  
Clerk of Court, Attn: Jenny Kitchings  
1220 Senate Street  
Columbia, South Carolina 29201

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 26th, 2018

Lt. Morris  
Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

**RE: Charges against Hilton Head Hyundai Filed  
Review, Jasper County Sheriff Office Cases  
FIRST AMENDMENT RIGHTS VIOLATIONS**

**Notable References regarding Hilton Head Hyundai – Jasper County Sheriff's Office – First Amendment Rights Violations:**

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Briefcase stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video. Charges Drooped
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property.

**A Few Point of References: Jasper County Sheriff's Office**

Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2<sup>nd</sup> Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise to the Wal-Mart parking lot with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act

occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why?

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicutt, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index.

**Charges Against Hilton Head Hyundai Filed:**

1. TAB One Fraudulent Tactics.
2. TAB Two Conversion of Property (911 Call), TAB 2.
3. Harassment or associated charges per Wal-Mart Video, TAB 6.

**Tab 3, 6, 7 and 8:**

Documents show little and/or Zero efforts from the Jasper County Sheriff's Office to investigate or Victim Notification Identification Cases.

**Tab 5:** 2<sup>nd</sup> Sign Stolen – no effort to complete a Victim Notification Identification form.

**Tab 2:** Conversion of Property – Not properly Identified by Jasper County Sheriff Office, responded to 911 Call!

**Request a meeting to review TABS 1-10.**

Regards,

Greg Hackney  
678-855-2975

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 11<sup>th</sup>, 2018

Thomas H. Robertson  
Executive Officer, Captain  
South Carolina Law Enforcement Division  
4400 Broad River  
Columbia, South Carolina 29221

**RE: Charges against Hilton Head Hyundai Filed  
Review, Jasper County Sheriff Office Authority**

**Notable References regarding Hilton Head Hyundai:**

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Brief case stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video.
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property, review 911 recording. (911 Recording discussion required)

**Point of References: Jasper County Sheriff's Office**

Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2<sup>nd</sup> Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise (Wal-Mart parking lot) with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why? **(911 Recording INVALID)**

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicutt, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index

**Charges Against Hilton Head Hyundai Filed:**

1. Tab One Fraudulent Tactics.
2. Tab Two Conversion of Property (911 Call), read Tab Number 2.
3. Harassment or associated charges per Wal-Mart Video, Read Tab Number 6.

**Request Authority granted to South Carolina State Trooper and/or Hardeeville Police.**

Regards,

Greg Hackney  
678-855-2975

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

April May 31st, 2018

Thomas H. Robertson  
Executive Officer, Captain  
South Carolina Law Enforcement Division  
4400 Broad River  
Columbia, South Carolina 29221

**RE: 17 calls - 8 visits = Zero Response**  
**Jasper County Sheriff Office**

Captain Robertson:

As noted I stopped by your office today to have a discussion regarding the data below. I dropped off the binder on April 27<sup>th</sup>, 2018 and have not heard any feedback; I left you a message last week and two this week regarding the information in the binder.

On April 27<sup>th</sup>, 2018, the same day I dropped off the documents to you I did the same at the Jasper County Sheriff's Office. I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10<sup>th</sup>, 2018 that he did deliver the two binders to Sheriff Chris Malphrus and to Deputy Chief Morris.

Since April 27<sup>th</sup>, 2018 I have left 17 messages and visited their office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14<sup>th</sup>, 2018 that if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous message with no response.

Please advise accordingly if there is any efforts SLED can do to resolve the issue, response from the Jasper County Sheriff's Office.

May 2018 Calls: 10th (2), 11th (4), 14th, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup>, 25<sup>th</sup> (2), 29<sup>th</sup>, 30<sup>th</sup>

Regards,

Greg Hackney



4452 7627 7944  
1000 096N 97N7

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
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| <input type="checkbox"/> Adult Signature Required            | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00 |

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PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

 **Thomas H. Robertson**  
Captain  
Executive Officer-Investigative Services  
803-896-0496

**South Carolina Law Enforcement Division**  
P.O. Box 21398  
Columbia, South Carolina 29221-1398

 *An Accredited Agency* 

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 26th, 2018

Leigh LeMoine  
Chief of Staff  
Governor Office - State House  
1100 Gervais Street  
Columbia, SC 29201

**RE: Charges against Hilton Head Hyundai Filed.  
Review, Jasper County Sheriff Office Authority.  
FIRST AMENDMENT RIGHTS VIOLATIONS**

Leigh Lemoine:

I have copied you on information regarding:

1. Fraudulent Practices of a South Carolina Car Dealership.
2. First Amendment Rights Violations regarding Protesting such business – Court Denied Restraining Order.
3. Jasper County Sheriff Office behavior – Not protecting First Amendment Rights.

Request for SLED to review the Jasper County Sheriff Office!

If required - applicable I will initiate a formal complaint to the Governor's Office, pending SLED review of TABS 1-9.

Regards,

Greg Hackney

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

April May 31<sup>st</sup>, 2018

Leigh LeMoine  
Chief of Staff  
Governor Office - State House  
1100 Gervais Street  
Columbia, SC 29201

Leigh Lemoine:

I stopped by your office today to have a discussion regarding the data below. I dropped off a binder on April 27<sup>th</sup>, 2018 and have not heard any feedback.

On April 27<sup>th</sup>, 2018, the same day I dropped off the documents to you I did the same at the Jasper County Sheriff's Office. I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10<sup>th</sup>, 2018 that he did deliver the two binders to Sheriff Chris Malphrus and to Deputy Chief Morris.

Since April 27<sup>th</sup>, 2018 I have left 17 messages and visited their office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14<sup>th</sup>, 2018 that if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous message with no response.

Please advise accordingly if there is any efforts the Governor's Office can do to resolve the issue, response from the Jasper County Sheriff's Office.

May 2018 Calls: 10th (2), 11th (4), 14th, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup>, 25<sup>th</sup> (2), 29<sup>th</sup>, 30<sup>th</sup>

Regards,

Greg Hackney

Enclosure:



**LEIGH LEMOINE**  
DEPUTY CHIEF OF STAFF

STATE HOUSE ♦ 1100 GERVAIS STREET ♦ COLUMBIA, S.C. 29201  
DIRECT: 803-734-1229 ♦ MOBILE: 803-609-2658  
LLEMOINE@GOVERNOR.SC.GOV

print

Call Details - (678) 855-2975 - Voice ...continued

| On     | At       | To / From      | Destination    | Rate  | Mins  | Cost |
|--------|----------|----------------|----------------|-------|-------|------|
|        | 04:38 pm | (843) 812-2580 | BEAUFORT, SC   | AU    | 02:00 | -    |
|        | 04:59 pm | (843) 812-2580 | BEAUFORT, SC   | AU    | 02:00 | -    |
|        | 09:09 pm | (706) 301-6626 | JASPER, GA     | NW/AU | 10:00 | -    |
| Jul 29 | 09:18 am | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 01:00 | -    |
|        | 10:54 am | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 05:00 | -    |
| Jul 30 | 03:19 pm | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 37:00 | -    |
|        | 04:05 pm | (917) 602-2611 | QUEENS NYC, NY | NW/AU | 03:00 | -    |
|        | 09:34 pm | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 05:00 | -    |
| Jul 31 | 07:33 pm | (678) 361-0081 | Incoming       | AU    | 04:00 | -    |
|        | 08:03 pm | (706) 301-6626 | JASPER, GA     | AU    | 02:00 | -    |
| Aug 01 | 09:00 am | (843) 208-1234 | HARDEEVIL, SC  | AU    | 02:00 | -    |
|        | 11:48 am | (843) 208-1234 | HARDEEVIL, SC  | AU    | 01:00 | -    |
| Aug 02 | 12:15 pm | (678) 361-0081 | Incoming       | AU    | 04:00 | -    |
|        | 12:49 pm | (678) 361-0081 | Incoming       | AU    | 07:00 | -    |
|        | 06:02 pm | (678) 361-0081 | Incoming       | AU    | 02:00 | -    |
|        | 07:16 pm | (404) 373-4379 | ATLANTA, GA    | AU    | 06:00 | -    |
|        | 07:22 pm | (404) 373-4379 | ATLANTA, GA    | AU    | 03:00 | -    |
|        | 07:44 pm | (404) 373-4379 | ATLANTA, GA    | AU    | 05:00 | -    |
| Aug 03 | 01:34 pm | (843) 322-8015 | Incoming       | AU    | 02:00 | -    |
| Aug 04 | 08:43 am | (678) 361-0081 | Incoming       | AU    | 07:00 | -    |
|        | 08:58 am | (678) 810-1278 | ATLANTA NW, GA | AU    | 01:00 | -    |
|        | 09:15 am | (678) 810-1278 | ATLANTA NW, GA | AU    | 01:00 | -    |
|        | 09:26 am | (678) 810-1278 | ATLANTA NW, GA | AU    | 01:00 | -    |
|        | 09:31 am | (678) 646-7889 | Incoming       | AU    | 04:00 | -    |
|        | 09:35 am | (678) 361-0081 | ATLANTA NE, GA | AU    | 01:00 | -    |
|        | 09:36 am | (678) 361-0081 | ATLANTA NE, GA | AU    | 05:00 | -    |
|        | 09:40 am | (678) 361-0081 | Incoming       | AU    | 04:00 | -    |
|        | 05:34 pm | (678) 361-0081 | Incoming       | AU    | 02:00 | -    |
| Aug 05 | 01:12 pm | (678) 361-0081 | Incoming       | NW/AU | 02:00 | -    |
|        | 06:17 pm | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 04:00 | -    |
| Aug 06 | 06:13 pm | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 02:00 | -    |
| Aug 07 | 08:55 am | (678) 810-1278 | ATLANTA NW, GA | AU    | 01:00 | -    |
|        | 08:58 am | (678) 810-1278 | ATLANTA NW, GA | AU    | 01:00 | -    |
|        | 09:00 am | (404) 480-7594 | ATLANTA, GA    | AU    | 03:00 | -    |
|        | 11:26 am | (678) 361-0081 | ATLANTA NE, GA | AU    | 03:00 | -    |

## Rate Type

AU Anytime/Plan Usage

NW Night and Weekends



## Call Details - (678) 855-2975 - Voice

| On     | At       | To / From      | Destination    | Rate  | Mins  | Cost |
|--------|----------|----------------|----------------|-------|-------|------|
| Aug 08 | 09:00 am | (404) 243-0217 | ATLANTA,GA     | AU    | 01:00 | -    |
|        | 02:57 pm | (843) 812-2580 | BEAUFORT,SC    | AU    | 05:00 | -    |
|        | 04:18 pm | (843) 812-2580 | BEAUFORT,SC    | AU    | 01:00 | -    |
|        | 04:23 pm | (706) 301-6626 | JASPER,GA      | AU    | 01:00 | -    |
|        | 04:26 pm | (678) 361-0081 | ATLANTA NE,GA  | AU    | 01:00 | -    |
|        | 04:26 pm | (706) 301-6626 | JASPER,GA      | AU    | 02:00 | -    |
|        | 04:31 pm | (706) 301-6626 | JASPER,GA      | AU    | 01:00 | -    |
|        | 05:12 pm | (678) 361-0081 | ATLANTA NE,GA  | AU    | 03:00 | -    |
|        | 05:14 pm | (678) 361-0081 | ATLANTA NE,GA  | AU    | 04:00 | -    |
|        | 09:33 pm | (706) 301-6626 | JASPER,GA      | NW/AU | 02:00 | -    |
|        | 09:35 pm | (770) 575-1165 | ATLANTA NW,GA  | NW/AU | 30:00 | -    |
|        | 10:05 pm | (678) 361-0081 | ATLANTA NE,GA  | NW/AU | 02:00 | -    |
| Aug 09 | 12:49 pm | (678) 361-0081 | Incoming       | AU    | 08:00 | -    |
|        | 03:31 pm | (770) 821-2505 | ATLANTA NE,GA  | AU    | 04:00 | -    |
| Aug 10 | 11:49 am | (843) 812-2580 | BEAUFORT,SC    | AU    | 02:00 | -    |
|        | 11:52 am | (843) 208-1234 | HARDEEVIL,SC   | AU    | 04:00 | -    |
|        | 11:55 am | (843) 208-3131 | HARDEEVIL,SC   | AU    | 03:00 | -    |
|        | 03:43 pm | (843) 208-1234 | HARDEEVIL,SC   | AU    | 02:00 | -    |
|        | 03:52 pm | (843) 208-1234 | Incoming       | AU    | 02:00 | -    |
| Aug 11 | 09:52 pm | (412) 253-4095 | PITTSBURGH,PA  | NW/AU | 06:00 | -    |
|        | 09:41 pm | (678) 361-0081 | ATLANTA NE,GA  | NW/AU | 03:00 | -    |
|        | 09:59 pm | (706) 301-6626 | JASPER,GA      | NW/AU | 01:00 | -    |
|        | 10:00 pm | (770) 575-1165 | ATLANTA NW,GA  | NW/AU | 01:00 | -    |
|        | 10:01 pm | (770) 575-1165 | ATLANTA NW,GA  | NW/AU | 01:00 | -    |
|        | 10:02 pm | (770) 575-1165 | ATLANTA NW,GA  | NW/AU | 01:00 | -    |
|        | 10:02 pm | (706) 301-6626 | JASPER,GA      | NW/AU | 04:00 | -    |
| Aug 12 | 11:17 am | (770) 575-1165 | ATLANTA NW,GA  | NW/AU | 02:00 | -    |
|        | 11:20 am | (678) 361-0081 | ATLANTA NE,GA  | NW/AU | 01:00 | -    |
|        | 11:29 am | (678) 361-0081 | Incoming       | NW/AU | 03:00 | -    |
|        | 04:41 pm | (770) 575-1165 | ATLANTA NW,GA  | NW/AU | 01:00 | -    |
|        | 04:42 pm | (770) 575-1165 | ATLANTA NW,GA  | NW/AU | 01:00 | -    |
|        | 04:43 pm | (706) 301-6626 | JASPER,GA      | NW/AU | 03:00 | -    |
|        | 06:13 pm | (706) 301-6626 | JASPER,GA      | NW/AU | 01:00 | -    |
|        | 07:04 pm | (706) 301-6626 | JASPER,GA      | NW/AU | 03:00 | -    |
|        | 10:29 pm | (678) 361-0081 | Incoming       | NW/AU | 11:00 | -    |
| Aug 14 | 08:18 am | (678) 361-0081 | ATLANTA NE,GA  | AU    | 02:00 | -    |
|        | 10:32 am | (404) 243-0217 | ATLANTA,GA     | AU    | 05:00 | -    |
|        | 09:16 pm | (678) 361-0081 | ATLANTA NE,GA  | NW/AU | 05:00 | -    |
| Aug 15 | 09:29 am | (470) 237-9154 | Incoming       | AU    | 01:00 | -    |
|        | 04:26 pm | (470) 237-9154 | ATLANTA,GA     | AU    | 01:00 | -    |
|        | 05:23 pm | (470) 237-9154 | ATLANTA,GA     | AU    | 02:00 | -    |
|        | 06:07 pm | (470) 237-9154 | ATLANTA,GA     | AU    | 01:00 | -    |
|        | 06:07 pm | (678) 361-0081 | ATLANTA NE,GA  | AU    | 01:00 | -    |
|        | 06:55 pm | (470) 237-9154 | ATLANTA,GA     | AU    | 01:00 | -    |
| Aug 16 | 06:38 pm | (843) 645-5500 | LOWCOUNTRY,SC  | AU    | 01:00 | -    |
|        | 07:34 pm | (678) 361-0081 | ATLANTA NE,GA  | AU    | 03:00 | -    |
| Aug 17 | 04:51 pm | (678) 361-0081 | Incoming       | AU    | 01:00 | -    |
| Aug 25 | 12:39 pm | (800) 221-1212 | Toll Free Call | AU    | 01:00 | -    |
|        | 04:48 pm | (843) 812-2580 | BEAUFORT,SC    | AU    | 01:00 | -    |
|        | 04:54 pm | (678) 361-0081 | ATLANTA NE,GA  | AU    | 01:00 | -    |
|        | 05:47 pm | (843) 208-1234 | HARDEEVIL,SC   | AU    | 03:00 | -    |
|        | 05:49 pm | (800) 341-3000 | Toll Free Call | AU    | 01:00 | -    |
|        | 05:52 pm | (843) 208-3131 | HARDEEVIL,SC   | AU    | 03:00 | -    |

## Rate Type

AU Anytime/Plan Usage  
NW Night and Weekends

Call Details - (678) 855-2975 - Voice continues...

## Call Details - (678) 855-2975 - Voice ...continued

| On     | At       | To / From      | Destination    | Rate  | Mins  | Cost |
|--------|----------|----------------|----------------|-------|-------|------|
|        | 06:00 pm | (843) 208-1234 | HARDEEVIL, SC  | AU    | 01:00 | -    |
|        | 06:00 pm | (843) 208-3131 | HARDEEVIL, SC  | AU    | 03:00 | -    |
|        | 06:07 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 01:00 | -    |
|        | 06:10 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 03:00 | -    |
|        | 06:13 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 02:00 | -    |
|        | 06:16 pm | (843) 208-1234 | HARDEEVIL, SC  | AU    | 02:00 | -    |
|        | 06:38 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 04:00 | -    |
| Aug 26 | 12:20 pm | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 01:00 | -    |
|        | 12:21 pm | (678) 361-0081 | Incoming       | NW/AU | 01:00 | -    |
|        | 12:43 pm | (843) 208-3131 | HARDEEVIL, SC  | NW/AU | 01:00 | -    |
|        | 12:43 pm | (843) 208-3131 | HARDEEVIL, SC  | NW/AU | 02:00 | -    |
|        | 12:45 pm | (770) 448-8430 | ATLANTA NE, GA | NW/AU | 01:00 | -    |
|        | 06:34 pm | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 02:00 | -    |
|        | 06:36 pm | (678) 361-0081 | Incoming       | NW/AU | 04:00 | -    |
| Aug 27 | 08:33 pm | (843) 208-3131 | HARDEEVIL, SC  | NW/AU | 03:00 | -    |
| Aug 28 | 08:45 am | (843) 208-1234 | HARDEEVIL, SC  | AU    | 01:00 | -    |
|        | 08:46 am | (843) 812-2580 | BEAUFORT, SC   | AU    | 02:00 | -    |
| Aug 29 | 03:17 pm | (770) 448-8430 | ATLANTA NE, GA | AU    | 06:00 | -    |
|        | 03:25 pm | (770) 448-8430 | ATLANTA NE, GA | AU    | 01:00 | -    |
|        | 03:25 pm | (770) 448-8430 | ATLANTA NE, GA | AU    | 01:00 | -    |
|        | 03:26 pm | (770) 448-8430 | ATLANTA NE, GA | AU    | 02:00 | -    |
|        | 03:28 pm | (770) 448-8430 | ATLANTA NE, GA | AU    | 01:00 | -    |
|        | 03:48 pm | (770) 448-8430 | ATLANTA NE, GA | AU    | 04:00 | -    |
| Aug 30 | 10:29 am | (843) 812-2580 | BEAUFORT, SC   | AU    | 02:00 | -    |
|        | 10:31 am | (843) 271-3404 | BEAUFORT, SC   | AU    | 03:00 | -    |
|        | 10:34 am | (843) 271-3404 | Incoming       | AU    | 04:00 | -    |
|        | 10:40 am | (843) 271-3404 | BEAUFORT, SC   | AU    | 03:00 | -    |
|        | 10:44 am | (843) 271-3404 | Incoming       | AU    | 07:00 | -    |
| Aug 31 | 08:06 am | (678) 783-5413 | ATLANTA SO, GA | AU    | 01:00 | -    |
|        | 10:05 am | (843) 995-0476 | WMYRTLEBCH, SC | AU    | 15:00 | -    |
|        | 10:20 am | (843) 208-3131 | HARDEEVIL, SC  | AU    | 01:00 | -    |
|        | 12:05 pm | (843) 995-0476 | WMYRTLEBCH, SC | AU    | 02:00 | -    |
|        | 01:27 pm | (843) 995-0476 | WMYRTLEBCH, SC | AU    | 03:00 | -    |
|        | 01:33 pm | (800) 841-3000 | Toll Free Call | AU    | 03:00 | -    |
|        | 01:35 pm | (800) 841-3000 | Toll Free Call | AU    | 31:00 | -    |
| Sep 01 | 02:46 pm | (000) 000-0911 | Emergency      | FC    | 05:00 | -    |
| Sep 02 | 01:06 pm | (770) 448-8430 | ATLANTA NE, GA | NW/AU | 05:00 | -    |
|        | 01:11 pm | (770) 448-8430 | ATLANTA NE, GA | NW/AU | 03:00 | -    |
|        | 01:23 pm | (843) 645-5500 | LOWCOUNTRY, SC | NW/AU | 01:00 | -    |
| Sep 05 | 10:19 am | (843) 812-2580 | BEAUFORT, SC   | AU    | 07:00 | -    |
|        | 10:25 am | (843) 812-2580 | BEAUFORT, SC   | AU    | 03:00 | -    |
| Sep 07 | 01:26 pm | (770) 448-8430 | ATLANTA NE, GA | AU    | 02:00 | -    |
|        | 01:28 pm | (770) 448-8430 | ATLANTA NE, GA | AU    | 02:00 | -    |
|        | 01:32 pm | (561) 629-3885 | W PALM BCH, FL | AU    | 02:00 | -    |
|        | 01:41 pm | (844) 711-8800 | Toll Free Call | AU    | 15:00 | -    |
|        | 01:56 pm | (844) 711-8800 | Toll Free Call | AU    | 01:00 | -    |
|        | 08:43 pm | (844) 711-8800 | Toll Free Call | AU    | 14:00 | -    |

## Rate Type

AU Anytime/Plan Usage

FC Free Call

NW Night and Weekends

Value only from Hertz

THROU 29

301 8801

11/11/12

**Hertz**

PG 2 OF 5 # 0 RT RR H22854893



Further information relating to Your rental charges, and other terms to which You agree, appear below.  
EXTRA CHARGES IF APPLICABLE:

FUEL & SERVICE CHARGES: PURSUANT TO PARAGRAPH 8 OF THE RENTAL AGREEMENT, FUEL & SERVICE CHARGES APPLY AT \$ 0.980 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$ 0.390 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

**YOU AGREE TO OPTIONAL SERVICES OF:**

LDW DECLINED  
PDW DECLINED  
LIS DECLINED

PAI DECLINED  
OTHER FEES AND ASSESSMENTS:  
SALES TAX 0 %

SURCHARGE \$27.44

TAX RATE - 0.00 % APPLIES TO ALL CHARGES MARKED T  
\* PROPERTY TAX, TITLE AND LICENSE FEE REIMBURSEMENT  
- YOU REPRESENT THAT YOU ARE SPECIFICALLY AUTHORIZED TO RECEIVE BENEFITS EXTENDED TO EMPLOYEES/ MEMBERS OF CDP 2036970 HILTON HEAD HYUNDAI

\* COMPANY CHARGE \$ 447.44

PASSENGER CAPACITY: THE PASSENGER CAPACITY OF THIS VEHICLE IS DETERMINED BY THE NUMBER OF SEATBELTS AND, BY LAW, MUST NOT BE EXCEEDED. WHILE IN THE VEHICLE, PLEASE FASTEN YOUR SEATBELT. IT SAVES LIVES AND IT'S THE LAW. SHOULD YOU REQUIRE A LARGER VEHICLE, PLEASE CHECK AT THE COUNTER FOR AVAILABILITY.

YOU WILL BE CHARGED AN ADMINISTRATIVE FEE ALONG WITH TOWING/IMPOUND EXPENSES IF THE CAR MUST BE TOWED AS A RESULT OF YOUR NEGLIGENCE.

We prohibit smoking in all Vehicles. A cleaning fee will apply for violations. Excessive mileage on a repeat basis may result in suspension of future rent.  
RES: PLAN: Custom CLASS: F  
PREPARED BY: 1298/SCHAD02/PRINTED: 2017052411441/STED  
H22854893

**Hertz**

PG 1 OF 5 # 0 RT RR H22854893



**HACKNEY, GREG**

SCHAD02 0650802  
VEHICLE 013997411606 18 HYUNDAI TR CAP 18  
LIC BARABUS26 CLSF MILES OUT 28080 FUEL OUT \$ 8  
RENTED: 04/24/2017 11:26 @ NEW RIVER HLE  
RETURN: 04/25/2017 11:20 @ NEW RIVER HLE

You agree to pay charges at the rates and in the amounts that appear on the left of the table below. Taxable charges are denoted by a T, and additional details about some charges appear beneath the table. Hertz's estimates of Your total charges appear on the right of the table below. Hertz's estimates assume (1) You will rent and return the vehicle at the times and places indicated, (2) If a mileage charge applies, You will drive no more than the distance indicated and (3) You will not incur any charges that are either listed below opposite "or" or cannot be calculated until return. If any of these assumptions is incorrect, additional charges or charges at higher rates may apply.

| CHARGE RATE / AMOUNT                                | CHARGE ESTIMATE |
|-----------------------------------------------------|-----------------|
| TIME / MILEAGE CHOS: RATE PLAN: Custom [C] CLASS: F |                 |
| 14 @ \$ 30 / DAY                                    | \$ 420.00       |

|                    |             |
|--------------------|-------------|
| ADJUSTMENT         |             |
| SUBTOTAL           | T \$ 420.00 |
| ADDITIONAL CHARGES |             |

**OPTIONAL SERVICES**

|                                                     |          |
|-----------------------------------------------------|----------|
| FUEL & SERVICE \$ 0.39000 \$ 3.99810L 18 /TK CAP \$ | ****     |
| TAX / FEES                                          |          |
| SURCHARGE                                           | \$ 27.44 |

|                                        |         |
|----------------------------------------|---------|
| TAX 0.00 % ON EST. TAXABLE TTL \$ 0.00 | \$ 0.00 |
| ADJUSTMENTS                            |         |

|                          |           |
|--------------------------|-----------|
| ESTIMATED COMPANY CHARGE | \$ 447.44 |
|--------------------------|-----------|

|                        |           |
|------------------------|-----------|
| TOTAL ESTIMATED CHARGE | \$ 447.44 |
| H22854893              |           |



# 4 FBI RR H22854893  
VIN# 5NPE24AF4GH005410

|              |               |                        |            |
|--------------|---------------|------------------------|------------|
|              |               | PO# 040037             |            |
|              |               | FUEL: 0.00 OUT 0.00 IN |            |
| COMPANY RATE | 40 @ \$ 30    | /DAY                   | \$ 1440.00 |
|              | 30 @ \$ 28.75 | /DAY                   | \$ 862.50  |

RENT RATE 17 @ \$ 21.75 / DAY 6 682.75

|             |     |         |
|-------------|-----|---------|
| ADJUSTMENTS | \$  | -44.08  |
| SUBTOTAL    | T\$ | 2403.09 |

### CHARGES ADDED DURING RENTAL

|        |          |    |
|--------|----------|----|
| LDW    | DECLINED | \$ |
| PDW    | DECLINED | \$ |
| LIS    | DECLINED | \$ |
| PALPEC | DECLINED | \$ |

|                |                      |      |        |
|----------------|----------------------|------|--------|
| FUEL & SERVICE | 0.09 GALLON/TANK CAP | 1BTB | 134.87 |
|----------------|----------------------|------|--------|

### SERVICE CHARGES & TAXES

|           |   |        |
|-----------|---|--------|
| SURCHARGE | 1 | 186.20 |
|-----------|---|--------|

TAX 0.00 % ON EST. TAXABLE TTL \$1578.24 \$ 142.04

|                   |    |         |
|-------------------|----|---------|
| COMPANY CHARGES * | \$ | 2444.72 |
| CUSTOMER CHARGE   | \$ | 718.08  |

1. DEBITED ON: VI XXXXXXXXXXXXXXXX1212 \$ 715.00  
 CUSTOMER BALANCE \$ 0.00  
 COMPANY BALANCE

**FOR EXPLANATION OF THE ABOVE CHARGES,  
PLEASE ASK A REPRESENTATIVE OR GO TO  
WWW.HERTZ.COM/CHARGEEXPLAINED**

|          |                       |      |                  |
|----------|-----------------------|------|------------------|
| VEHICLE: | 01300741100510 HYUNDA | LIC: | GA RAP0328       |
| RENTED:  | NEW RIVER HLE         |      | 05/20/2017 11:29 |
| RETURN:  | NEW RIVER HLE         |      | 05/20/2017 23:59 |

AN ADJUSTMENT FOR \$ - \$4.00 HAS BEEN APPLIED TO YOUR RENTAL. PLEASE ACCEPT OUR APOLOGY FOR ANY INCONVENIENCE YOU MAY HAVE EXPERIENCED DURING YOUR RENTAL.

**Hertz**  
HACHNEY, GREG

4 RM RR H22854893

VEHICLE 013007611806 VIN 6NPE2AF4GH090419  
LIC GA RAP1200LS P 18 HYUNDA FUEL GAS OUT 020IN

'DETAIL OF COMPANY CHARGES  
COP 200070 MILTON HEAD HYUNDAI

|                           |    |           |
|---------------------------|----|-----------|
|                           |    | POL840057 |
| COMPANY CHARGE            | \$ | 1440.00   |
| COMPANY BALANCE           | \$ | 1440.00   |
| COP 104000 BIRD MASON HRO |    |           |
| CLM# 0127D4070101060      |    |           |
| COMPANY CHARGE            | \$ | 1004.22   |
| COMPANY BALANCE           | \$ | 1004.22   |

**HOW WAS YOUR EXPERIENCE?  
WE'D LIKE YOUR FEEDBACK.**

1) Visit [WWW.HERTZBUSINESS.COM](http://WWW.HERTZBUSINESS.COM)  
2) Enter Access Code 0540002  
3) Take Exit Survey

**STATEMENT OF CHARGES - NOT VALID FOR RENTAL**  
 Renting Company - The Hertz Corporation

## INDEX

**TAB 1: Request Criminal Charges filed against Hilton Head Hyundai.**

Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.

**TAB 2: Request Criminal Charges filed against Hilton Head Hyundai.**

Conversion of Property, August 26<sup>th</sup>, 2017 – Saturday.

Request documentation and/or statement why Deputy Sheriff Dodson did not properly identify Conversion of Property and file charges accordingly.

**TAB 3: Case Number 2017 – 00001995, Car Keys Stolen**

Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!

**TAB 4: September 4<sup>th</sup>, 2017 – Monday, "Labor Day"**

Request documentation and/or statement why Jasper Deputy Sheriff's demanded I leave the premise or be arrested.

**TAB 5: Trespass Notice September 4<sup>th</sup>, 2017 – Monday, "Labor Day"**

Update, Please file letter accordingly.

**2<sup>nd</sup> Sign Stolen**

Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form regarding 2<sup>nd</sup> Sign Stolen and follow up – Peacock Auto Mall Cameras. Victim Notification Identification Form!

**TAB 6: Case Number, 2017-2176 – Harassment/A&B by Intimidation**

Update, Please file letter and documents accordingly.

Explain why video does not warrant an Arrest.

**Request Criminal Charges filed against Hilton Head Hyundai Security Person.**

Criminal Code 16-3-1700

**TAB 7: Trespass Notice, September 22, 2017**

Update, please file letter and documents accordingly.

**TAB 8: Case Number 2017 – 00002597 – Larceny, Brief Case Stolen**

Update, please file letter and documents accordingly. Lack of follow – witness.

**TAB 9: Victim Notification Identification Form Request. Third Sign Stolen**

Please file letter accordingly.

**TAB 10: Name clarification for court appearance, subpoena's.**

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 12th, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.,  
Ridgeland, South Carolina 29936

RE: Subpoena

Jasper County Sheriff Administrator:

Below are names, partial names and request for names that will be serviced a subpoena to appear in Jasper County Court Case 2017-CP-27-00386. Please provide a document with their full name so the required legal documents can be properly fill out thus in a timely manner.

1. Sheriff Chris Malphrus
2. Deputy Chief Morris
3. Deputy Sheriff Smith
4. Deputy Sheriff Hartley
5. Deputy Sheriff Hunnicutt
6. Deputy Sheriff Dodson
7. Deputy Sheriff, Labor Day Incident Demanding I leave the premise or be arrested.
8. Deputy Sheriff, Labor Day Incident Demanding I leave the premise or be arrested (Black Truck with the Sheriff Deputy Number (7) as noted three vehicles including Deputy Sheriff Hunnicutt.
9. Receptionist (Front Window)
10. Individual Staff person -- copy of Wal-Mart Video.
11. David Tedder, Jasper County Lawyer, "County has fulfilled FOIA request"

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 26th, 2018

Lt. Morris  
Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

**RE: Charges against Hilton Head Hyundai Filed  
Review, Jasper County Sheriff Office Cases  
FIRST AMENDMENT RIGHTS VIOLATIONS**

Notable References regarding Hilton Head Hyundai – Jasper County Sheriff's Office – First Amendment Rights Violations:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Briefcase stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video. Charges Drooped
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property.

**A Few Point of References: Jasper County Sheriff's Office**

Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2<sup>nd</sup> Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise to the Wal-Mart parking lot with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act

occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why?

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicutt, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index

**Charges Against Hilton Head Hyundai Filed:**

1. TAB One: Fraudulent Tactics.
2. TAB Two: Conversion of Property (911 Call), TAB 2.
3. Harassment or associated charges per Wal-Mart Video, TAB 6.

**Tab 3, 6, 7 and 8:**

Documents show little and/or Zero efforts from the Jasper County Sheriff's Office to investigate or Victim Notification Identification Cases.

**Tab 5:** 2<sup>nd</sup> Sign Stolen – no effort to complete a Victim Notification Identification form.

**Tab 2:** Conversion of Property – Not properly Identified by Jasper County Sheriff Office, responded to 911 Call!

**Request a meeting to review TABS 1-10.**

Regards,

Greg Hackney  
678-855-2975

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 12th, 2018

Thomas H. Robertson  
Executive Officer, Captain  
South Carolina Law Enforcement Division  
4400 Broad River  
Columbia, South Carolina 29221

**RE: Charges against Hilton Head Hyundai Filed  
Review, Jasper County Sheriff Office Authority**

Notable References regarding Hilton Head Hyundai:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Brief case stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video.
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible; Conversion of Property, review 911 recording. (911 Recording discussion required)

Point of References: Jasper County Sheriff's Office

Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2<sup>nd</sup> Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise (Wal-Mart parking lot) with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why? **(911 Recording INVALID)**

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicutt, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index:

**Charges Against Hilton Head Hyundai Filed:**

1. Tab One Fraudulent Tactics.
2. Tab Two Conversion of Property (911 Call), read Tab Number 2.
3. Harassment or associated charges per Wal-Mart Video, Read Tab Number 6.

**Request Authority granted to South Carolina State Trooper and/or Hardeeville Police.**

Regards,

Greg Hackney  
678-855-2975

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 26th, 2018

Leigh LeMoine  
Chief of Staff  
Governor Office - State House  
1100 Gervais Street  
Columbia, SC 29201

**RE: Charges against Hilton Head Hyundai Filed.  
Review, Jasper County Sheriff Office Authority.  
FIRST AMENDMENT RIGHTS VIOLATIONS**

Leigh Lemoine:

I have copied you on information regarding:

1. Fraudulent Practices of a South Carolina Car Dealership.
2. First Amendment Rights Violations regarding Protesting such business – Court Denied Restraining Order.
3. Jasper County Sheriff Office behavior – Not protecting First Amendment Rights.

Request for SLED to review the Jasper County Sheriff Office

If required - applicable I will initiate a formal complaint to the Governor's Office, pending SLED review of TABS 1-9.

Regards,

Greg Hackney



Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

RE: Tab 1

May 24th, 2017 (Wednesday) – Fraud - Hilton Head Hyundai

2012 Hyundai Sonata New Engine Recall.

Recall - Driving Restrictions

Fraudulent Practices

Request Charges be filed against Hilton Head Hyundai.

Deputy Chief Lt. Morris:

On May 24<sup>th</sup>, 2017 Hilton Head Hyundai used Fraudulent Tactics to Financially Benefit from a Hyundai New Engine Recall Installation paid for by Hyundai Corporation. Please review and file the appropriate charges relating to a business financially benefiting from lies, deceitful statements and actions. Details below.

*(During your investigation, please obtain the "Waiver" as explained to me was presented to me by Jessica their Service Manager.)*

I was informed my 2012 Hyundai Sonata failed the New Engine Test and as such I would receive a "New Full Engine Replacement" per Hyundai Corporate Office Recall. My intentions were to get the damages repaired resulting from a pot hole and drive back to Atlanta, Georgia to have the New Engine Recall completed as it would take 90 days to complete the install. After the Failed Test per Corey, Hilton Head Hyundai Service personnel, said my vehicle was un-safe and to dangerous to drive requiring me to leave my vehicle with them. (Hilton Head Hyundai Dealership) The Hyundai Corporate New Engine Recall Announcement was in December 2015 and now suddenly the vehicle was dangerous to drive as Corey demanded I leave my car with them as it was un-safe to drive.

Noted, I came into the Hilton Head Hyundai Service Center with damages resulting from driving through a pot hole the previous night. (Tuesday - May 23rd, 2017)

Upon my return to Atlanta, Georgia I visited two other Hyundai Dealership and was informed I could have driven the car back home even after the Failed Test Result.

I stopped at a Hyundai Dealership in Daytona Beach Florida in July 2016 and it is documented as such; they did not mention a dangerous engine nor a New Engine Recall. Documentation per Hyundai Sonata VIN ID.

On September 13<sup>th</sup>, 2017 I was told by Hilton Head Hyundai John Lyons that Jessica, Hilton Head Hyundai Service Manager offered me and option signing a waiver to drive back to Atlanta, Georgia clearing them of any liability. The first time I spoke to Jessica, was in June 2017; 30 days after the intake processing of my Sonata. I requested a copy of the document John Lyon referenced and have not received a copy. If the waiver would have been offered to me on May, 24<sup>th</sup>, 2017 (Wednesday) I would have signed the document and drove home upon the repairs being completed.

Other Documents Tab 1

Hyundai Engine Recall Collateral:

The mailing address associated with the envelope was unknown to Hilton Head Hyundai Corporate Office. Also, I was unaware of this address when the collateral material was sent.

Hyundai Corporation

Hyundai Sonata VIN Number Documents:  
(Statement requires- Investigation)

Regards,

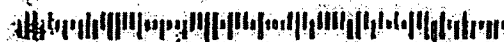
Greg Hackney



Hyundai Motor America  
PO Box 2704  
Huntington Beach, CA 92647

HYUNDAI

GREG S HACKNEY  
200 RIVER VISTA DR UNIT 540  
ATLANTA GA 30339-7619



PLEASE KEEP THIS BROCHURE IN YOUR SONATA'S  
GLOVEBOX WITH YOUR OWNER'S MANUAL



## IMPORTANT INFORMATION ABOUT ENGINE CARE FOR YOUR SONATA

2011-2014 model year Hyundai Sonata vehicles with the Theta II  
2.0 liter or 2.4 liter Gasoline Direct Injection (GDI) Engine



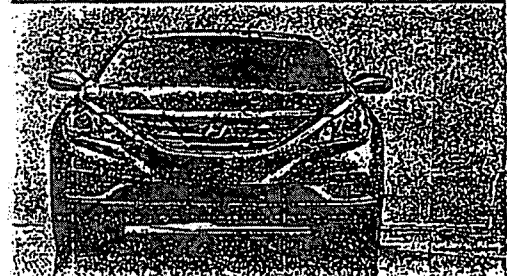
an engine using Gasoline Direct Injection (GDI) for more complete combustion by direct injection as opposed to the intake manifold.

of fuel injected into the combustion chamber for more complete combustion and reduced engine compression ratio, resulting in fuel gains. However, GDI engine durability can be affected by used and after-market air/oil filters. Injectors can become clogged and engine oil usage. Proper oil maintenance, as well as regular oil and air filters, is therefore critical to

sluggish engine behavior, knocking noise, or, in severe cases, engine seizure or stalls while driving. If you experience engine seizure or stall,

if inspected, please contact your Hyundai dealer to have an engine inspection performed.

circulation issues in 2011-14 Hyundai Sonatas. This manufacturing assembly issue coupled with maintenance by consumers can increase the risk of engine failure. Reflecting its commitment to customer satisfaction, the following remedies to Sonata owners:



## 2011-2012 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2011 and 2012 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2011-2012 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at [www.HyundaiUSA.com/campaign132](http://www.HyundaiUSA.com/campaign132), including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at [HyundaiUSA.com/campaign132](http://HyundaiUSA.com/campaign132).

If your vehicle does require an engine short block assembly repair, the Hyundai dealer will provide a loaner vehicle if requested. If a loaner vehicle is unavailable, Hyundai will provide full reimbursement of reasonable rental car expenses. Also, if you have to have your vehicle towed for an engine short block repair during the extended Powertrain Warranty period, Hyundai will provide reimbursement of reasonable towing fees, though you may alternatively contact Roadside Assistance for towing. You may submit your reimbursement request and supporting documentation online at the above referenced websites.

Although prior inspections may not have found issues with your vehicle, if you experience engine knocking, unusual engine noise, or illumination of the oil lamp, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed.

## 2013-2014 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2013 and 2014 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2013-2014 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at [www.HyundaiUSA.com/campaign162](http://www.HyundaiUSA.com/campaign162), including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at [HyundaiUSA.com/campaign162](http://HyundaiUSA.com/campaign162).



Hyundai Motor America  
P.O. Box 20039  
Fountain Valley, CA 92728-9937

Dear Sonata Owner:

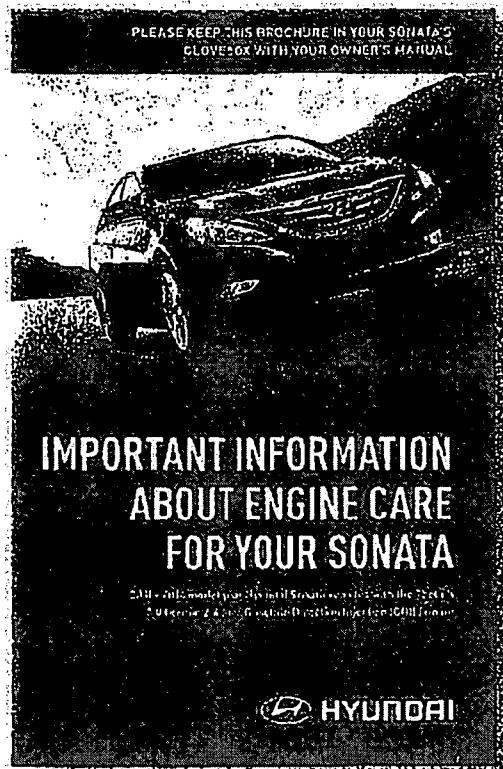
We recently mailed to you a pamphlet with important information about engine care for your Sonata vehicle.

Since the time Hyundai published the original pamphlet, we have made changes to the information regarding 2013-2014 Sonata vehicles.

The enclosed pamphlet includes **UPDATED** information regarding 2013-2014 Sonata vehicles related to a recently launched engine recall.

Thank you for your review of this important information.

Hyundai Motor America



## VEHICLE INFORMATION

VIN Last 8:

VIN:

5NPEB4AC6CH483101

Q Search

☐ Expand All ☐ Collapse All 

## Basic Vehicle Information

|                          |                                   |                         |                                                                                                                           |
|--------------------------|-----------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------|
| VIN                      | 5NPEB4AC6CH483101                 | Model                   | SONATA (YF) 2012 Automatic                                                                                                |
| Warranty Start Date      | 03/13/2012 (62 months, 11 days)   | Extra Warranty          | CLOCK/SPRING WARRANTY EXT (17-8E-004) / SHORT BLK-WRTY EXT 16-EM-POUCLASS ACTIO // LUPP COUPLING WARRANTY EXT (17-8T-032) |
| Original Owner           | GOLDSTEIN, GERALD M               | DMV Transfer Date       | 03/28/2015                                                                                                                |
| Current Owner            | GOLDSTEIN, GERALD M               | Selling Dealer          | GA037 JIM ELLIS HYUNDAI                                                                                                   |
| Date Wholesale           | 03/05/2012                        | Date Retailed           | 03/13/2012                                                                                                                |
| Wholesale Dealer         | GA050 LEGACY HYUNDAI OF MCDONOUGH | Retailed Dealer         | GA037 JIM ELLIS HYUNDAI                                                                                                   |
| Retail Flag              | Y                                 | Production Date         | 02/28/2012                                                                                                                |
| Emission Type            | 50-STATE                          | Allocation Date         | 02/16/2012                                                                                                                |
| IQS / CSI / VDS / Others |                                   | Branded / Warranty Info |                                                                                                                           |
| Customer Loyalty         | 2 Hyundai in household            | Service Interval        | Severe                                                                                                                    |
| Dealer Case Management   | No                                | Fleet Type              | RETAIL                                                                                                                    |

## Detail Vehicle Information

## Campaign Not Performed (0 Found)

| Campaign Code | Recall | Campaign Description                            | Campaign Start Date | Vin Activation Date | Max Date   | Campaign Bulletin |
|---------------|--------|-------------------------------------------------|---------------------|---------------------|------------|-------------------|
| 160           | Y      | ANCHOR PRETENSIONER INSP (TSB#17-01-025)        | 03/21/2017          | 03/21/2017          | 05/04/2017 |                   |
| 132           | Y      | ENGINE INSPECTION/REPLACE-TSB#15-01-040         | 12/07/2015          | 12/07/2015          | 01/25/2016 |                   |
| 025           |        | 56CA01R0 - SONATA ECM UPDATE-DTC P0087 (15-010) | 03/12/2015          | 03/12/2015          | 07/27/2015 |                   |
| 123           | Y      | 41CA05R0 - SHIFT LEVER CABLE (TSB#14-01-033)    | 02/20/2014          | 01/26/2014          | 09/03/2014 |                   |

## Blue Link Information

|                             |                                 |                    |         |
|-----------------------------|---------------------------------|--------------------|---------|
| Blue Link Enrollment Status | N/A Blue Link Enrollment Detail | Maintenance Alert  | History |
| Blue Link Equipped          | No                              | Last Service Check | N/A     |
| Monthly Vehicle Report      | 09/13/2012 11:10 AM             | SVR Status         | N/A     |

## Blue Link Outstanding Alerts (0 Found)

| Last Report Date           | Alert Start Date | Mileage | Code Description | Type |
|----------------------------|------------------|---------|------------------|------|
| No data available in table |                  |         |                  |      |

## Service Contract (0 Found)

## Warranty Claim History (8 Found)

| Dealer Code | Claim Number | Repair Order | Repair Date | Repair Mileage | Operation Description           |
|-------------|--------------|--------------|-------------|----------------|---------------------------------|
| GA056       | 601201       | 1V05012      | 03/03/2012  | 5              | PRE-DELIVERY INSPECTION/SERVICE |

## Service Contract Claim History (0 Found)

## Maintenance History (30 Found)

| Dealer Code | RO#   | RO Date    | Mileage | Dealer Phone | Customer Pay | Internal Pay |
|-------------|-------|------------|---------|--------------|--------------|--------------|
| FL074       | 79152 | 08/11/2010 | 58,850  | 386-255-0374 | Yes          | No           |

|       |        |            |        |              |     |     |
|-------|--------|------------|--------|--------------|-----|-----|
| GA037 | 315073 | 09/21/2013 | 21,753 | 770-454-6789 | Yes | Oil |
| GA037 | 670733 | 06/15/2012 | 3,478  | 770-454-6789 | No  | Oil |
| GA037 | 711851 | 09/15/2012 | 7,320  | 770-454-0709 | No  | Oil |

Blue Link Alert History (0 Found)



## Vehicle Information

VIN Last 6:

VIN

Q 5NPEB4AC8CH03101

Q Search

## Basic Vehicle Information

[Add New Dealer]

|                          |                                   |                         |                                                                                                                           |
|--------------------------|-----------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------|
| VIN                      | 5NPEB4AC8CH03101                  | Model                   | SONATA (YF) 2012 Automatic                                                                                                |
| Warranty Start Date      | 03/13/2012 (64 months / 19 days)  | Extra Warranty          | CLOCKSPRING WARRANTY EXT (17-DE-001) / SHORT BLK-WRTY EXT 16-EM-001/CLASS ACTION / MOPS COUPLING WARRANTY EXT (17-ST-002) |
| Original Owner           | GOLDSTEIN, GERALD M               | DMV Transfer Date       | 02/28/2015                                                                                                                |
| Current Owner            | GOLDSTEIN, GERALD M [Edit]        | Selling Dealer          | GA037 JIM ELLIS HYUNDAI                                                                                                   |
| Date Wholesale           | 03/05/2012                        | Date Retailed           | 03/13/2012                                                                                                                |
| Wholesale Dealer         | GA056 LEGACY HYUNDAI OF McDONOUGH | Retailed Dealer         | GA037 JIM ELLIS HYUNDAI                                                                                                   |
| Retail Flag              | Y                                 | Production Date         | 02/23/2012                                                                                                                |
| Emission Type            | 10-STATE                          | Allocation Date         | 02/16/2012                                                                                                                |
| IGS / CSI / VDS / Others |                                   | Branded / Warranty Info |                                                                                                                           |
| Customer Loyalty         | New to Hyundai                    | Service Interval        | Severe                                                                                                                    |
| Dealer Case Management   | No                                | Plant Type              | RETAIL                                                                                                                    |

## Campaign Not Performed (0 Found)

| Campaign Code | Recall | Campaign Description | Campaign Start Date | Vin Activation Date | Mail Date | Campaign Duration |
|---------------|--------|----------------------|---------------------|---------------------|-----------|-------------------|
|---------------|--------|----------------------|---------------------|---------------------|-----------|-------------------|

No data available in table

Expand All [Collapse All]

[Print] [PDF]

## Detail Vehicle Information

## Blue Link Information

|                             |                                     |                    |              |
|-----------------------------|-------------------------------------|--------------------|--------------|
| Blue Link Enrollment Status | Expired Blue Link Enrollment Detail | Maintenance Alert  | History      |
| Blue Link Equipped          | Gen1                                | Last Service Check | N/A          |
| Monthly Vehicle Report      | 09/13/2012 11:19 AM [Print]         | SVR Status         | N/A for Gen1 |

## Blue Link Outstanding Alerts (0 Found)

| Last Report Date | Alert Start Date | Mileage | Code Description | Type |
|------------------|------------------|---------|------------------|------|
|------------------|------------------|---------|------------------|------|

No data available in table

## Service Contract (0 Found)

## Warranty Claim History (5 Found)

| Dealer Code | Claim Number | Repair Order | Repair Date | Repair Mileage | Operation Description                   |
|-------------|--------------|--------------|-------------|----------------|-----------------------------------------|
| SC033       | 23102A       | 723102       | 05/24/2017  | 84,943         | INSPECT/REPL 2.4 L ENGINE               |
| SC033       | 23102B       | 723102       | 05/24/2017  | 84,944         | SONATA ECM UPDATE-DTC P0087 (15-01-010) |
| SC033       | 23102C       | 723102       | 05/24/2017  | 84,844         | SHIFT LEVER CABLE                       |
| SC033       | 23102D       | 723102       | 05/24/2017  | 84,844         | ANCHOR PRETENSIONER INSP                |
| GA056       | 501201       | W05012       | 03/03/2012  | 6              | PRE-DELIVERY INSPECTION/SERVICE         |

## Service Contract Claim History (0 Found)

## Maintenance History (6 Found)

| Dealer Code | RCR#   | RO Date    | Mileage | Dealer Phone# | Customer Pay | Internal Pay |
|-------------|--------|------------|---------|---------------|--------------|--------------|
| FL074       | 79152  | 08/31/2016 | 58,950  | 306-255-9374  | Yes          | No           |
| GA037       | 310079 | 09/21/2013 | 21,753  | 770-454-6709  | Yes          | Oil          |
| GA037       | 670733 | 06/15/2012 | 3,479   | 770-454-6709  | No           | Oil          |
| GA037       | 711851 | 09/15/2012 | 7,328   | 770-454-6709  | No           | Oil          |
| SC033       | 773102 | 04/24/2017 | 84,945  | 843-208-1234  | Yes          | No           |
| SC033       | 710625 | 06/29/2017 | 84,947  | 843-208-1234  | Yes          | No           |

## Blue Link Alert History (0 Found)

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

RE: Tab 2  
Conversion of Property, August 26<sup>th</sup>, 2017 - Saturday  
Request Criminal Charge Filed: Hilton Head Hyundai

Deputy Chief Lt. Morris:

I request charges be filed against Hilton Head Hyundai and/or Jessica their Service Manager, for a crime as described below. I believe it would fall under Conversion of Property!

Explanation why Deputy Sheriff Dodson did not properly notify Conversion of Property upon viewing the receipt of my payment balancing the Hilton Head Hyundai Service Order to ZERO and refusal of Hilton Head Hyundai to return my vehicle.

Sheriff Deputy Hunnicutt and Sheriff Deputy Dodson were present and will confirm Hilton Head Hyundai would not return my vehicle after making the \$1,000 deductible payment to cure the balance of my Hilton Head Service Order Agreement - ZERO Balance. Their statements as legal authority will confirm the conversion of my property. Hilton Head Hyundai had no legal right to add a condition upon the return of my vehicle after I paid the Hilton Head Hyundai Service Order balance; the Hilton Head Hyundai condition set was the return of a Hertz Rental Car contracted to me, Greg Hackney. Thus, upon not returning my vehicle after payment Jessica, Hilton Head Hyundai Service Manager and/or the Hilton Head Hyundai Dealership Converted my Property which is a Criminal Act.

Sheriff Deputy Dodson agreed with Hilton Head Hyundai and made the return of my vehicle conditional upon me returning in the Hertz Rental Car in my possession. Noted, there were not any Hertz Rental Car personnel present on August 26<sup>th</sup>, 2017 during the condition set for the return of my 2012 Hyundai Sonata. Also, Sheriff Deputy Dodson did not require me to return the Hertz Rental Car as an act separately as it was not reported stolen by Hertz Rental Car as such I could have driven away that afternoon in the rental car.

Deputy Sheriff Dodson demand only re-affirmed the condition set by Hilton Head Hyundai (a noted Criminal Act - Conversion of Property) i.e. I must return the Hertz Rental Car prior to the return of my car. Also, Deputy Sheriff Dodson's demand was an unauthorized requested action by Legal Authority!

The Hilton Head Hyundai Service Order balance was ZERO, thus my car should have been returned regardless of the Hertz Rental Car return; not including the balance owed had ZERO significance as Deputy Sheriff made as point of reference!

Other Documents Tab 2

Geico Policy

Declaration Page.

Geico Adjuster Email

Geico will cover related charges. (noted, balance was paid by Geico)

Hertz Rental Car, Statement of charges

Unidentified Fraudulent Payment, Customer Balance. Invalid Credit Card Number and Unidentified payment Authority. (Discussion and additional Statement required.)

Deputy Sheriff Dodson handwritten note.

Missing the agreed-upon Statement.

Check (copy)

Hilton Head Hyundai - \$1,000 (Copy)

August 25<sup>th</sup>, 2017 - Friday

Upon arriving I spoke to Mickey, Hilton Head Hyundai Service Person, and reviewed many missing replacements, repairs and other issues including the New Engine per Manufacturer Recall. (Hyundai Corporation) I immediately noticed the Mid-Section Under Garment Protection Unit was not replaced as I had delayed my return and a Hilton Head Hyundai Supplemental Service Order was required to complete the replacement. (July 28<sup>th</sup>, 2017)

The New Car Sales Manager informed me they only replaced the Radiator Protection Under Garment, as the Mid-Section Under Garment was not approved by Geico. I also addressed the New Engine and requested documentation, Mickey said there was no documentation confirming my new engine only commenting "It looks new" after I opened the hood of the car.

The Full Muffler Assembly Unit was replaced as a result of the pot hole damage; the Mid-Section Under Garment Protection was RIPPED during the accident and drug into the Hilton Head Hyundai where it was removed. The Protection Garment protects the Full Muffler Assembly Unit.

Sonata:

1. Mid-Section Under Garment Protection Unit not replaced as approved on July 28<sup>th</sup>, 2017 Hilton Head Hyundai Supplemental.
2. New crack on the left side of the front window, New Window Replacement.
3. Black cover behind front bumper (that was replaced not replaced including silver paint splattered.
4. Severely damaged right front wheel cover. Noted, wheel rim, tire and tire protection garment was replaced.
5. New Dent on the left side quarter panel.
6. The car was filthy, I opened the door and there were roaches and spider webs visible.
7. No Documentation per New Engine Recall.

#### 8. Left Rear CV Joint

Underlined = There were two Geico Supplemental Records and payments related to the May 23<sup>rd</sup>, 2017 damages. A review of my vehicle and approved damages with Buck, Geico Adjuster, took 5 minutes and payment given to me as such; the reviews were in parking lots. These payments directly to me confirm Hilton Head Hyundai effortless communication with Geico to review the associated damages related to the accident on May 23<sup>rd</sup>, 2017. (May 23<sup>rd</sup>, 2017 = Tuesday)

Upon re-entering the Hilton Head Hyundai Dealership I was clearly disturbed by the damage not repaired/replaced, filthy car with roaches, spider webs and zero documentation confirming my engine replacement as per the Manufacture Recall. (Hyundai Corporation) The Hilton Head Hyundai Service Manager, Jessica, came out of her office and I asked to speak to her Boss, the Owner or General Manager. A gentleman approached and walked me to an office and asked a Sales Person to leave; three to five minutes into the conversation I asked who he was, and he replied the New Car Sales Manager. (Clearly an unethical and unprofessional effort as I requested her Boss, the Owner or General Manager) I reviewed the issues as per above and specifically asked why the Mid-Section Under Garment Protection was not on the car as service order documentation noted completed and I had delayed my departure because of the July 28<sup>th</sup>, 2017 Supplemental Service Order; upon returning he let me know it was the Radiator Under Garment Protection replaced as the Mid-Section was not approved by Geico.

The Full Muffler Assembly Unit was replaced as a result of the pot hole damage; the Mid-Section Under Garment Protection was RIPPED during the accident and drug into the Hilton Head Hyundai where it was removed. The Protection Garment protects the Full Muffler Assembly Unit.

As a previous conversation with Jessica, he also explained that Hilton Head Hyundai Dealership does not get involved in estimation or quotes as they will only do what the associated insurance company quote informs them is approved replacement or repair. (ANOTHER LIE) I received a hand written quote from Corey while waiting for the Recall Engine Test Result. I ended the conversation and attempted to pay the \$1,000 deductible and return to Atlanta, Georgia to address the associated issues.

I wrote a check and an unethical and cohesive effort including the General Manager to get their check system machine to read the numbers at the bottom of the check but was unsuccessful. The Summons/Complaint from First Team Hilton Head Hyundai LLC dba Hilton Head Hyundai noted my check was declined. The check was never successfully entered into their system for review; as such, after multiple lack luster attempts I left and said I would return the following day. As per above Sonata 1-8, the Unethical and Zero Integrity attempts to approve my check I began to realize the Unprofessionalism and ZERO Integrity related to the Hilton Head Hyundai Dealership.

#### **NOTED:**

The following day, Saturday August 26<sup>th</sup>, 2017 a Publix and Wal-Mart check system machine accepted the same exact check as the numbers were easily read; my research confirmed they could have called their machines customer service 800 number and given the checking account number for approval. Also, they own 6 other dealerships in walking distant that could have easily been used to confirm if the issue was their machine or my check thus approval or denied could be confirmed. Also, I have confirmed with First Citizens Bank that my account has never been reported to a third-party check processing company and is currently in Good Standing including on the August 25<sup>th</sup>, 2016 when the attempts to enter the check occurred.

As noted above:

The Summons/Complaint noted that my check was denied by their check systems service. FALSE STATEMENT as spoken to me and witnessed by me the check unreadable by their machine as such it was never approved or denied.

Documentation:

First Citizens Bank

Bank Letter confirming my checking account number ending in 2709 has never been sent to any check cashing service and my account is and has been in good standing.

Wal-Mart

Requested Saturday August 26<sup>th</sup>, 2017 check approval documentation.

Publix

Requested Saturday August 26<sup>th</sup>, 2017 check approval documentation.

Hertz Rental Car:

Prior arriving, I informed Hertz Rental Car Person, located at the Hertz Rental Car – New River Auto Mall, that I was picking up my Sonata and would be returning my rental car that afternoon. I followed up with them and would be returning the vehicle in the morning; they commented that they would be reporting my car stolen because I did not return it that afternoon. I explained to him the car would be returned the following day as I needed get my thoughts around all of the issues that just occurred. He kept demanding my Credit Card as I mentioned that it was not necessary because my Geico Policy had a 50-day Rental Car Allowance (per \$30 a day) and I was not near this time frame; I had already sent a copy of the Geico Declaration Page confirming the rental coverage. Attempts to call my Geico Representative were unsuccessful; he was on FMLA and not available. The balance was estimated to be \$341.00. I was astonished why he (Hertz Rental Car Person at the New River Auto Mall location) would report my rental car stolen because my Sonata was at the Hilton Head Dealership and it located in the New River Auto Mall – location as Hertz Rental Car.

Saturday - August 26<sup>th</sup>, 2017:

Hilton Head Hyundai Third Party Check System Machine:

Suspect of Hilton Head Hyundai efforts entering my check into their check system machine I stopped by Publix and Wal-Mart; their check system service accepted the same exact check as the numbers were easily read; regardless, if it was the same third-party check system company two different machines and/or check out registers easily read the numbers on the bottom of the check resulting in an approval to write a check to their business for purchases. Also, my research confirmed Hilton Head Hyundai could have called their third-party check system customer service 800 number and given the checking account and/or Driver License number for approval.

Hilton Head Airport:

I was concerned about my Hertz Rental Car and Hilton Head Hyundai Ethics and Integrity so I drove to the Hilton Head Hyundai Airport to return my Hertz Rental Car and get the proper Car Rental RETURNED documentation including information if the rental car was reported stolen. I spoke to the representative at the Hertz Rental Car located in the airport and she told me they were a different Hertz Rental Car and on a different system so she could not officially check in my car, give me the proper documentation I had returned the rental car and provide information the Hertz Rental Car was not reported stolen. My concerns were heightened as she commented I was to return the car to the New River Auto Mall - Hertz Rental Car location where I rented the car.

**NOTED: I DID NOT PROVIDE HER WITH ANY OF MY PERSONAL INFORMATION INCLUDING THE RENTAL AGREEMENT. HOW DID SHE KNOW WHO I WAS OR WHERE I RENTED THE CAR? DISTURBING!**

I told her the Hertz Rental Car location in the New River Auto Mall was closed; she called them and was informed they were open until 3:00 PM but when I returned around 12:30 PM they were closed so I called my New River Auto Mall Hertz Rental Car Person and he confirmed they close at noon. Who was she talking to?

Upon leaving I asked a local Deputy Sheriff standing outside the airport entrance to witness her comments; they were a different Hertz Rental Car even though they had the same Hertz Rental Car name and located in the Hilton Head Airport. He refused, commenting that I should get a lawyer; I made derogatory comments towards him surprisingly and resulting in no action by him. I returned to Hilton Head Hyundai to make my \$1,000 deductible payment and drive back to Atlanta, Georgia.

New River Auto Mall name changed to Peacock Auto Mall. (Week of August 28<sup>th</sup>, 2017)

**CONVERSION OF MY PROPERTY: CRIMINAL ACT!**

Hilton Head Hyundai:

Denied the return of my vehicle after making my \$1,000 Deductible Payment:

I returned from the airport and made a \$1,000 credit card payment to Jessica; upon such payment Jessica, Hilton Head Hyundai Service Manager, then stated inclusive of my \$1,000 payment that cured my Hilton Head Service Order Agreement I was required to return the Hertz Rental Car prior receiving my car. I was shocked and explained Hilton Head Hyundai had no legal right not to return my car.

Jessica refused to return my car and I explained they were two exclusive contracts with my name on each as such they had no right to include the return of my rental car before receiving my car in their possession after curing my Hilton Head Hyundai Service Order balance to ZERO! The Hilton Head Service Service Order - Invoice does not state or include any contractual alignment to any Hertz Rental Car Agreement.

I explained the Hertz Rental Car located on their premise was closed and my intentions to return the car to the Hilton Head/Savannah International Airport; insuring it was properly returned and I received the associated documentation. The Hertz Rental Car on their premise was closed and I was not going to just leave my car with Hilton Head Hyundai who had prior demonstrated ZERO Integrity and Ethical standards. Also, I wanted to confirm the car was not reported stolen, explain my policy covered the balance and get the documentation the car was returned. (Hilton Head/Savannah Airport)

Hyundai Corporation did provide payment for the time period associated with the New Engine Recall as such it was complete and the current time period was under my Geico Policy. The Hertz Rental Car Agreement was contractually aligned to me, Greg Hackney.

I informed her I was going to call the police as such I reached for their land line phone only to be stopped as she grabbed my hand; I began using my cell phone to make the call but when she walked away I used their land line as I wanted the 911 call to be from their location. I connected to 911 dispatch and requested an officer to retrieve my Sonata from Hilton Head Hyundai. I was asked to wait outside and leave the building as such I waited outside.

Deputy Sheriff Hunnicutt Perceived Deception:

Employee (Part-Time) of Peacock Auto Mall working as their Security Officer on Saturday August 26<sup>th</sup>, 2017.

A few moments after the 911 call a person driving a Black Tahoe drove up and was in a Deputy Sheriff's uniform with the associated badges. I explained in detail the issues and concerns; I also showed him the two contracts (Hilton Head Hyundai Service Agreement/Hertz Rental Car Agreement) and the \$1,000 Deductible payment receipt that cured my outstanding Hilton Head Hyundai balance to the associated agreement. I requested him to get my car was informed another Deputy Sheriff was coming and upon his arrival I repeated the same.

(Also, explained documentation regarding the New Engine Recall.)

I was not informed Deputy Sheriff Hunnicutt was at current their security; as such, I would not have wasted my time explaining to him my concerns or request him to retrieve my car. I learned of his dual role and was disappointed at his/my perceived misguided use of authority.

Deputy Sheriff Dodson:

As stated to Deputy Hunnicutt I repeated the same then he entered the Hilton Head Hyundai Dealership to review their comments. Upon returning, he said there was a \$341 balance. I asked him if the car was reported stolen and he replied "no" as such I explained if the car was not reported stolen and he had no jurisdiction and thus I was going to return the car at the Hilton Head/Savannah International Airport. He informed me the Hertz Rental Car was to be returned defined by putting the keys in their associated drop box prior me receiving my car. I was dumbfounded at his request as I explained that regardless if there was a balance Geico was going to handle and this was a civil matter; also, he was out of his authority per his request.

Noted: Geico did make the full payment for related Hertz Rental Car- Hilton Head Hyundai.

Regardless, he was stern/no other option to retrieve my Sonata - I must return the Hertz Rental Car at the New River Auto Mall as such I agreed if he would put in writing I refused his request and the car was not reported stolen. (I had no other Option) He agreed and upon returning the keys into the Hertz Rental Car drop box he did write a note but did not include my request to include I refused his request and the car was not stolen; he commented it was recorded on his Body Cam so he was not required to put in writing. I was furious and let him know he lied to me; he got in his car and drove away. I did receive my car upon return of the Hertz Rental Car. Documented Deputy Dodson's Note included.

Hilton Head Hyundai Activity

On a poster board I wrote Hilton Head Hyundai, Lies, Lies, and Lies

I went to the local Wal-Mart next to the Hilton Head Hyundai Dealership and bought a poster board and wrote Lies, Lies, and Lies and began walking back and forth in front 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.

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 did not follow Basic Business Practices when I appropriately asked to speak to him/her.

**Thursday - August 31<sup>st</sup> 2017:**

Peacock Auto Mall Manager attempt to deflate the Serious Issue with Hilton Head Hyundai Holding My car after payment rendered.

In the afternoon a gentleman who identified himself as a Manager from one of their other Dealerships and commented he had spoken to O.C Welch. We discussed my issues including an attempt he made to convince me they owned Hertz Rental Car thus deflating the Conversion of Property Criminal Act that occurred on Saturday August 26<sup>th</sup>, 2017; ANOTHER LIE as I informed him Hertz Rental Car does not franchise their Car Rental Business.

I was later informed the person was in fact one of the Managers at Hilton Head Hyundai! ANOTHER LIE!

**Thursday - September 7<sup>th</sup>, 2017:**

I drove to the Sheriff's office for the 11:00 PM meeting.

Sheriff Malphrus cancelled the Meeting but Deputy Sheriff Smith came out on his behalf -- we reviewed issues to date. We also discussed the flawed thinking by Deputy Sheriff Dodson that occurred on August 26<sup>th</sup>, 2017 regarding him forcing me to return my Hertz Rental Car when it was not reported stolen including a condition to retrieve my Sonata. (Conversion of Property) He agreed it was a mistake. Per Criminal Code, a Deputy Sheriff is required to notify if Conversion of Property is applicable. I also discussed another specific concern as I chased a criminal into the Peacock Auto Mall after he stole my sign and was given a No Trespassing Notice. Noted, other issues - stolen car key, 2 stolen signs and car breach as doors open and inside of vehicle drench etc.

**Clarification:**

Discussions regarding the Hertz Balance \$3411 (Final Hertz Invoice was different)  
OC Welch, he stopped by and asked about my issues with Hilton Head Hyundai.

Regards.

Greg Hackney

Jasper County Sheriff Office  
Deputy Sheriff Hunnicutt  
Deputy Sheriff Dodson  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

9/26/17

T. Deputy Jansen witnessed

Greg Harkany deposit his rental

keys into the Hertz drop box.

This incident was recorded

on my Taser body camera

End

Deputy Jansen

3050



# 4 RM RR H22854893  
VIN# 6NPE24AF4GH305410

|              |    |                      |            |
|--------------|----|----------------------|------------|
|              |    | PO# 840057           |            |
|              |    | FUEL: 5/8 OUT 0/8 IN |            |
| COMPANY RATE | 48 | @ \$ 30 /DAY         | \$ 1440.00 |
|              | 30 | @ \$ 28.75 /DAY      | \$ 862.50  |

RENT RATE 17 @ \$ 28.75 / DAY \$ 488.75

|             |     |         |
|-------------|-----|---------|
| ADJUSTMENTS | \$  | -94.08  |
| SUBTOTAL    | T\$ | 2803.09 |

**CHARGES ADDED DURING RENTAL**

|        |          |    |
|--------|----------|----|
| LOW    | DECLINED | \$ |
| POW    | DECLINED | \$ |
| LIS    | DECLINED | \$ |
| PALPEO | DECLINED | \$ |

|                |                      |       |        |
|----------------|----------------------|-------|--------|
| FUEL & SERVICE | 8.98 GALLON/TANK CAP | 18 TS | 134.87 |
|----------------|----------------------|-------|--------|

**SERVICE CHARGES/TAXES**

|           |   |        |
|-----------|---|--------|
| SURCHARGE | 1 | 188.20 |
|-----------|---|--------|

TAX: 6.00 % ON EST. TAXABLE TTL \$ 1578.24 \$ 142.04

|                 |    |         |
|-----------------|----|---------|
| COMPANY CHARGES | \$ | 2444.22 |
| CUSTOMER CHARGE | \$ | 718.06  |

|                    |                   |    |        |
|--------------------|-------------------|----|--------|
| DEBITED ON: - VI   | XXXXXXXXXXXXX6513 | \$ | 716.06 |
| CUSTOMER BALANCE   |                   | \$ | 0.00   |
| COMPANY BALANCES * |                   |    |        |

**FOR EXPLANATION OF THE ABOVE CHARGES,  
PLEASE ASK A REPRESENTATIVE OR GO TO  
WWW.HERTZ.COM/CHARGEEXPLAINED**

VEHICLE: 01388741180008 HYUNDA LIC: GA RAP0628  
RENTED: NEW RIVER HLE 06/24/2017 11:20  
RETURN: NEW RIVER HLE 08/28/2017 23:50

AN ADJUSTMENT FOR \$ -04.08 HAS BEEN APPLIED TO YOUR RENTAL. PLEASE ACCEPT OUR APOLOGY FOR ANY INCONVENIENCE YOU MAY HAVE EXPERIENCED DURING YOUR RENTAL.

# 4 RN RR H22854893

VEHICLE 019987411606 VIN# 6NPE24AF4GH396419  
LIC GARAP8528CLS F 16 HYUNDA FUEL: 6/8 OUT 0/8 IN

### DETAIL OF COMPANY CHARGES

CDP 2036970 HILTON HEAD HYUNDAI

|                             |    |         |
|-----------------------------|----|---------|
| COMPANY CHARGE              | \$ | 1440.00 |
| COMPANY BALANCE             | \$ | 1440.00 |
| CDP 184800 GEICO MACON HIRS |    |         |
| CLIA# 0127204870101060      |    |         |
| COMPANY CHARGE              | \$ | 1004.22 |
| COMPANY BALANCE             | \$ | 1004.22 |

**HOW WAS YOUR EXPERIENCE?  
WE'D LIKE YOUR FEEDBACK.**

- 1) Visit [WWW.HERTZSURVEY.COM](http://WWW.HERTZSURVEY.COM)
- 2) Enter Access Code: 0530802
- 3) Take Brief Survey

**STATEMENT OF CHARGES - NOT VALID FOR RENTAL**  
Renting Company • The Hertz Corporation

**Abele, William**

---

**From:** Abele, William  
**Sent:** Wednesday, September 06, 2017 9:42 AM  
**To:** Abele, William

08/31/2017 02:16 PM Placed OBC to P/H per request and left VM with the plan we have set to take care of rental.

Communication Entire Claim

James Brunson

Edit 08/31/2017 02:15 PM Called Hertz rental car

Customer serv rep adv he could send an Email with the final Bill per SUP B Putnal approval I adv her Email and claim number



Tel: 1-800-841-3000

GEICO INDEMNITY COMPANY  
One GEICO Center  
Macon, GA 31295-0001

## Declarations Page

This is a description of your coverage.  
Please retain for your records.

**Policy Number: 4417-99-29-24**

**Coverage Period:**

07-01-16 through 01-01-17

12:01 a.m. local time at the address of the named insured.

Date Issued: May 18, 2016

GREG S HACKNEY  
30 OLD VERMONT PL  
ATLANTA GA 30328-4760

Email Address: gshconsulting@icloud.com

**Named Insured**

Greg S Hackney

**Additional Drivers**

None

**Vehicle**

**VIN**

**Vehicle Location**

**Finance Company/  
Lienholder**

1 2012 Hyundai Sonata GLS 5NPEB4AC8CH483101 Atlanta GA 30328

**Coverages\***

**Limits and/or Deductibles**

**Vehicle 1**

|                                |                   |                 |
|--------------------------------|-------------------|-----------------|
| Bodily Injury Liability        | \$25,000/\$50,000 | \$175.00        |
| Each Person/Each Occurrence    |                   |                 |
| Property Damage Liability      | \$25,000          | \$181.80        |
| Uninsured Motorist Bi - Add-On |                   |                 |
| Each Person/Each Occurrence    | \$25,000/\$50,000 | \$57.90         |
|                                | Non-Ded           |                 |
| Uninsured Motorist Pd - Add-On | \$25,000          | \$0.00          |
|                                | 250 Ded           |                 |
| Comprehensive                  | \$1,000 Ded       | \$52.20         |
| Collision                      | \$1,000 Ded       | \$240.50        |
| Emergency Road Service         | Full              | \$15.80         |
| Rental Reimbursement           | \$50 Per Day      | \$67.80         |
|                                | \$1500 Max        |                 |
| <b>Total Six Month Premium</b> |                   | <b>\$791.00</b> |

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

RE: Tab 3  
Case Number, 2017- 00001995 Stolen Car Key  
Reporting Officer: Deputy Sheriff Hartley  
Incident Update/Filing

**Jasper County Sheriff Records:**

-Deputy Sheriff's Office follow up regarding Suspect.

Friday - September 1<sup>st</sup>, 2017:

Car Keys Stolen: (Jasper County Sheriff Summary Report)

I was walking in front of the Peacock Auto Mall about 75 yards from where I kept my briefcase; it was located on/and or next to the cable identification pole in front of the Hilton Head Hyundai Dealership. (A very bright yellow jacket was hanging on the pole)

As I turned around I noticed a person standing next to the pole; I immediately started walking towards him as such he walked directly to the Peacock Auto Mall Sign about 25 yards from the cable Identification pole. I walked towards him remaining a path along the Dealerships (not the median) and asked him why he was standing next my briefcase in which he replied he was looking for the power outlet/circuit breaker boxes. The power outlet/circuit breakers are located on the other side of the ditch and in clear view from the sign as someone had cut the hedges near where they are located.

I then walked towards the Peacock Auto Mall Sign and watched him fiddle with the pine needles under the sign for 10 minutes; clearly, a diversion because he was not there to do anything regarding the sign. I asked him his name and he replied "Shawn."

I looked for my wallet, other items and all seemed accounted for; but I remembered the car key was missing and such confirmed it was not there. **STOLEN!**

-Deputy Sheriff Office follow up regarding the Suspect, Shawn!  
No, as per no notes after Narrative!

-Deputy Sheriff's Office follow up to me regarding anything regarding the incident!

No!

**-Narrative:**

Missing Time Stamp – Date and Time of Deputy Sheriff Hartley Data Entry.

**-Jasper County Court Documents**

"Josh vs. Shawn"

**Person of Interest: Shawn, make Sense to Investigate?**

No attempt was made to confirm if a person from the sign company or other entity was there to review the new Peacock Auto Mall Sign install? The individual was in brown pants and button down shirt as it appeared a management person; interesting he did not know where power outlets/circuit breaker was related to the Peacock Auto Mall sign?

Subpoena call records regarding Deputy Sheriff Hartley attempts to contact a sign Company or Peacock Auto Mall regarding any such persons.

**The Keys did not fall out of Pocket:**

My written statement does not state any concern as such, only the deputy comments. I searched the path I walk prior calling the Sheriff's Office as a courtesy to them as they would have asked; I was wearing gym shorts that would prevent any such result and as noted they were not in my shorts. I put them by the Cable Notification Box where I saw an individual standing over my property.

**Cable Notification vs. Circuit Breakers:**

Good Grief, they are located in different directions from the Peacock Auto Mall Sign. The location of the cable notification post dug into the ground on the property of the State of South Carolina HWY 278 is no more than 10 feet from the Highway. The cable notification post is a plastic cylinder post not a green metal box.

**Voluntary Statement:**

I completed the document in the Wal-Mart parking lot as requested by Deputy Sheriff Hartley upon her arrival, per 911 Call.

**Other Documents Tab 3**

**Jasper County Summary**

Stolen Car Keys

Regards,

Greg Hackney

Jasper County Sheriff Office  
Deputy Sheriff Hartley  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936



# Jasper County Sheriff's Office

## Summary

Print Date/Time: 11/30/2017 09:28  
Login ID: bbrown  
Case Number: 2017-00001995

ORI Number: Jasper County Sheriff's Office  
SC0270000

### Case

Case Number: 2017-00001995  
Location: 225 DRIVERS WAY  
Hardeeville, SC 29927  
Reporting Officer ID: S25 - Hartley

Incident Type: Suspicious Event  
Occurred From: 09/01/2017 14:48  
Occurred Thru: 09/01/2017 14:48  
Disposition:  
Disposition Date:  
Reported Date: 09/01/2017 14:48 Friday

### Offenses

| No. | Group/ORI | Crime Code | Statute | Description | Counts |
|-----|-----------|------------|---------|-------------|--------|
|-----|-----------|------------|---------|-------------|--------|

### Subjects

| Type        | No. | Name          | Address     | Phone | Race  | Sex  | DOB/Age |
|-------------|-----|---------------|-------------|-------|-------|------|---------|
| Complainant | 1   | hackney, greg | DECATUR, GA |       | White | Male | 52      |

### Arrests

| Arrest No. | Name | Address | Date/Time | Type | Age |
|------------|------|---------|-----------|------|-----|
|------------|------|---------|-----------|------|-----|

### Property

| Date | Code | Type | Make | Model | Description | Tag No. | Item No. |
|------|------|------|------|-------|-------------|---------|----------|
|------|------|------|------|-------|-------------|---------|----------|

### Vehicles

| No. | Role | Vehicle Type | Year | Make | Model | Color | License Plate | State |
|-----|------|--------------|------|------|-------|-------|---------------|-------|
|-----|------|--------------|------|------|-------|-------|---------------|-------|

### Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

## Narrative

ON THE ABOVE DATE AND TIME, I DEPUTY HARTLEY RESPONDED TO 255 DRIVER'S WAY IN REFERENCE TO POSSIBLY STOLEN KEYS. ONCE ON SCENE, I MADE CONTACT WITH THE COMPLAINANT, GREG HACKNEY WHO HAD BEEN PROTESTING THE BUSINESS (HILTON HEAD HYUNDAI) FOR SEVERAL DAYS. MR. HACKNEY STATED THAT DURING HIS PICKETING THIS AFTERNOON, HE WITNESSED AN UNKNOWN MALE NEAR HIS PERSONAL BELONGINGS ON THE SIDE OF THE ROAD. MR. HACKNEY STATED THAT HE WHEN HE BEGAN APPROACHING THE MALE, THE MALE BEGAN TO WALK TOWARDS AN ADVERTISING SIGN. MR. HACKNEY STATED THAT HE ASKED THE MALE WHY HE WAS NEAR HIS BELONGINGS TO WHICH THE MALE REPLIED "I'M LOOKING FOR THE BREAKER BOX FOR THIS SIGN". MR. HACKNEY STATED THAT HE POINTED OUT THE BOX TO THE INDIVIDUAL AND ASKED FOR HIS NAME TO WHICH THE MAN REPLIED "SHAWN". MR. HACKNEY STATED THAT HE THEN WENT TO INVENTORY HIS ITEMS AND DISCOVERED THAT HIS KEYS WERE MISSING. MR. HACKNEY ALSO STATED THAT IT IS POSSIBLE THAT HE MAY HAVE LOST HIS KEYS DURING HIS WALKING BUT THAT HE BELIEVES THAT HIS KEYS WERE STOLEN.

## Victim Statement

**VOLUNTARY STATEMENT  
(NOT UNDER ARREST)**

PAGE NO.                      OF                      PAGES

GREG HACKNEY

am not under arrest for, nor am I being detained for any criminal

offenses concerning the events I am about to make known to FIAR 1029  
Without being accused of or questioned about any criminal offenses regarding the facts I am about to state, I volunteer the following information of my own free will, for whatever purposes it may serve. Ph. 678055297

Ph 6788552975

I am 52 years of age, D.O.B. 11/20/1965 and I live at 619 Sycamore St. Decatur, GA

Gifts

T. L. H. - kept a picture over to cable verification post; 10 years  
 away from my birth - came suddenly from the hospital,  
 about 3 hours later I was 50 years past time and about 100 A  
 great deal of money over time (about 100 years over my present time)  
 still a good picture, the picture, the 100 years to a good picture  
 the sign "I know this man I know him" - the sign to him &  
 the sign he was looking for "I know him" - the sign to him

I learn at present all appeared ok "forget I left kind there"

As I then advised him to inquire of the woman who had  
made a loan there regarding him & asked her name "Sharon"

1. When later, finished this morning, to inform I was not  
troubled and was I was back to camp and then

□-post-2-

11 inch 10/10

I have read each page of this statement consisting of 5 page(s), each page of which bears my signature, and corrections, if any bear my initials, and I certify that the facts contained herein are true and correct.

Dated at 1607 hrs., this 1 day of Sept, 2017

WITNESS:

WITNESS:

Signature of person giving voluntary statement

VSMUN 1019

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff's Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

RE: Tab 4

Jasper County Deputy Sheriff's Request. Leave Premise – State HWY 278.  
Monday, September 4<sup>th</sup>, 2017 - Labor Day  
Request for Documentation, Reason for Request – Laws Broken?

Deputy Chief Lt. Morris:

Request for Data

1. What laws were broken per their request for me to leave premise or be arrested?
2. Name of the two Deputy Sheriff's with Deputy Sheriff Hunnicutt; one was in a Jasper County Official Sheriff's Vehicle and the other was driving a Black Truck.

Labor Day, September 4<sup>th</sup>, 2017 - Monday

I was in the median on State Highway 278 doing activity informing the public of Hilton Head Hyundai Dealership's behavior when three vehicles and personnel described below drove up and told me I had to stop my activity and leave the premise (State Highway 278) or be arrested.

Jasper County = Deputy Sheriff – State Highway 278 = South Carolina State Highway

1. Deputy Sheriff Hunnicutt, Black Tahoe.
2. Deputy Sheriff, unknown name, Official Deputy Sheriff Vehicle.
3. Deputy Sheriff, unidentified Black Truck.

**NOTED:**

I was not arrested even though I was threatened if I returned; two hours later I did return with a new sign, per one stolen moments after asking me to leave the premise. This confirms their lack of authoritative rights and purpose for request to leave premise by threatening arrest as only an Intimidation and Harassment Tactic.

Other Documents Tab 4

Daily Data

Copy, one of many – example of the daily data I gave to Sheriff Malphrus per my activity.

Monday "Labor Day" - September 4<sup>th</sup>, 2017

Trespassing Notice:

Two Deputy Sheriff's and Deputy Sheriff Hunnicutt informed me that Sheriff Malphrus said I was done for the day and I was to leave the median (State of Carolina State Highway 278) in front of Peacock Auto Mall. They did explain what I did wrong as they repeated "the Sheriff has had enough and I needed to leave" so apparently this was the reason. I decided to leave after I told them the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise, no reply.

I informed them I was going to return in a few (1-2) hours as it was becoming a scene with 3 vehicles present in the median (Hunnicutt's Tahoe, Deputy Sheriff and his Official Car and an Unidentified Person in a Black Truck) and the Employees of Hilton Head Hyundai Dealership – Peacock Auto Mall across the street clapping and making noise I was being forced to leave. Upon grabbing my briefcase I started walking towards Wal-Mart where my car was located but I had to turn back because my car keys were hidden in the weeds across from Hilton Head Hyundai. (My car keys were stolen the previous days – In front of Hilton Head Hyundai – See Jasper County Sheriff Summary Form Tab 3) Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is also employed part-time by Peacock Auto Mall and was currently on their clock and parked behind the Peacock Auto Mall sign. *(Deputy Sheriff Hunnicutt was located - parked behind the Peacock Auto Mall Sign in between the Hilton Head Hyundai Dealership and Peacock Auto Mall Dealerships)*

As I looked for my keys I turned around and saw a Peacock Auto Mall employee (same dress code as sales personnel) in black pants and brown shirt steal my sign and run into the Peacock Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sheriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone do not know what one so hard for me to find out who took the sign. I ended the conversation and went to the median to flag down a Hardeeville Police Officer to at least record the incident since Deputy Sheriff Hunnicutt was of no use since he was an Ole Peacock Auto Mall Employee this day! *(I did use derogatory comments directed at the thief as he was running with my sign and also towards the dealership employees who were clapping during the incident.)*

Noted: he was the same Deputy Sheriff who did not identify himself as such as he was Peacock Auto Mall Security on August 26<sup>th</sup>, 2017.

Noted: He could have easily checked the Peacock- Auto Mall cameras to see a person running into the Dealerships with my sign

A Hardeeville Police Officer, F. Lemus, stopped after I flagged him down and I explained the stolen sign incident as Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus starting filling out an incident report; well so I thought, upon getting my identification and address change he finished writing and handed me a NO TRESSPASSING NOTICE

Please review letter from Hardeeville Police Officer F. Lemus. The letter confirms I flagged him down and goes without saying I did not have my sign. Thus, if I did not leave the premise and return to my car where was my sign? STOLEN!

Deputy Sheriff Hunnicutt can confirm the same, NO SIGN with me and did not leave the premise! STOLEN!

I CHASED A CRIMINAL TO THE DITCH AS SUCH NOT ON THEIR PROPERTY BUT DID CROSS TOWARDS THE HILTON HEAD HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND THE MISSUSE OF AUTHORITY AS I WAS NOTICED FOR NO TRESPASSING.

A VIOLATION OF MY FIRST AMENDMENT RIGHTS! I WAS PROTESTING THEIR BUSINESS AND AN EMPLOYEE STOLE MY SIGN; NOTED. THE SECOND SIGN STOLEN AS THE FIRST WAS FROM INSIDE MY VEHICLE!

I WOULD ARGUE IT IS THE JASPER COUNTY SHERIFF'S OFFICE RESPONSIBILITY TO PROTECT ME AND MY FIRST AMENDMENT RIGHTS! AN ABSOLUTE SHAME! THE PROTECTION WAS A NO TRESPASSING NOTICE!

GOOD GRIEF!

I refused to sign the document and let him know that regardless of Sheriff Malphrus unwarranted demands I was going to go make my third sign and return within the hours (1-2) as such I did and was not arrested upon my return.

I ASSUME NO AUTHORITATIVE RIGHTS! No arrest confirms the purpose for their request to leave premise by threatening arrest as only an Intimidation and Harassment Tactic.

Sheriff Malphrus Unprofessional Visit:

After 6:00 PM (Est.) Sheriff Malphrus drove up and got out of his car in plain clothes; noted, in his car was female dressed in plain clothes. The conversation was unprofessional as included the following topics and comments:

- I was from Atlanta and needed to go home.
- Did I have a job, surely I needed to go home and work.
- I was standing at the entrance of Peacock Auto Mall as such he said it was illegal.
- He told me it was best to handle this kind of situation was with an Attorney.
- South Carolina State Highway 278 was in his Jurisdiction and control and I was a being a Nuisance. (South Carolina State Troopers Highway)

I mentioned my two visits to his office including leaving my name and number so we could schedule a meeting since it appeared he was getting many calls regarding my activity in front of the Hilton Head Hyundai and Peacock Auto Mall. We agreed it would be best for me to stay directly in front of the Hilton Head Dealership to avoid unwarranted calls he was receiving. I also mentioned I would stop by his office so we could meet; I planned on doing the same activity as the previous days for the next two months. (Noted, at other entry points to the Hilton Head Hyundai Dealership.)

Tuesday - September 5<sup>th</sup>, 2017:

South Carolina State Trooper Kelley:

On my way to meet/set an appointment with Sheriff Malphrus I noticed a South Carolina State Trooper off State HWY 278 and asked him if he could meet with me in front of Hilton Head Hyundai to discuss

and insure I was obeying the laws, he agreed. We discussed the authority from the highway outer white line 33 feet in, basically to the ditch was South Carolina State Highway and under South Carolina State Trooper authority and the Jasper County Deputy Sheriff's visit were somewhat suspect; including, their request for me to leave the Highway median the previous day, Labor Day, Monday September 4<sup>th</sup>, 2017 as it was a South Carolina State Highway.

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.

The meeting was set the very next day at 11:00 PM. I developed a map with zones in front of the Hilton Head Hyundai and Peacock Auto Mall Dealerships so I could provide him my daily activity and timeline crossing in across State Highway 278 and the entrance to the Peacock Auto Mall. Enclosed.

Noted: On October 4<sup>th</sup>, 2017 I was doing activity on median across from the Peacock Auto Mall and the same Deputy Sheriff who was driving the official Sheriff Vehicle on Labor Day stopped along with the same gentleman in the Black Truck. The Deputy Sheriff informed me that they had a video of me flagging down cars and stopping traffic; they began talking as the gentleman driving the black truck was inside his vehicle so I approached them and told them to call South Carolina State Trooper Kelley and when he arrives we can all watch the video. (Understanding there was not video of me stopping or blocking traffic) I returned to my activity with my back to them; moments later they drove off without addressing anything about a video including speaking to me!

Wednesday - September 6<sup>th</sup>, 2017: PM

I drove to the Sheriff's office for the 11:00 pm meeting

Sheriff Malphrus cancelled Meeting, reset following day.

Noted: He has cancelled 5 plus meetings scheduled and did not returned multiple messages and phone calls asking him to please call!

Noted: Two 17 year old boys who wash cars at Hilton Head Hyundai confirmed they saw a Peacock Auto Auto Mall Employee steal my sign.

Thursday - September 7<sup>th</sup>, 2017:

I drove to the Sheriff's office for the 11:00 PM meeting.

Sheriff Malphrus cancelled the meeting but Deputy Sheriff Lt. Smith came out on his behalf – we reviewed issues to date. We also discussed the flawed thinking by Deputy Sheriff Dodson that occurred on Saturday August 26<sup>th</sup>, 2017 regarding him forcing me to return my Hertz Rental Car when it was not reported stolen including a condition to retrieve my Sonata. He agreed it was a mistake. I also discussed another specific concern as I chased a criminal into the Peacock Auto Mall after he stole my sign and was given a not trespassing Notice. Noted, other issues: stolen car keys, 2 stolen signs, car breach as doors open and inside of vehicle drench (rain/water) etc. Also, cussing and derogatory comments directed toward me as they drove their golf carts near me crossing into the State of South Carolina State Highway. Also, a statement (Yelled) at me by the New Car Sales Manager "We know where you are staying and you have a criminal record."

*Regards,*

*Greg Hackney*

*Noted Clarifications: See Tab 5*





Activity: Tug-of-war  
3:05 5.28.17

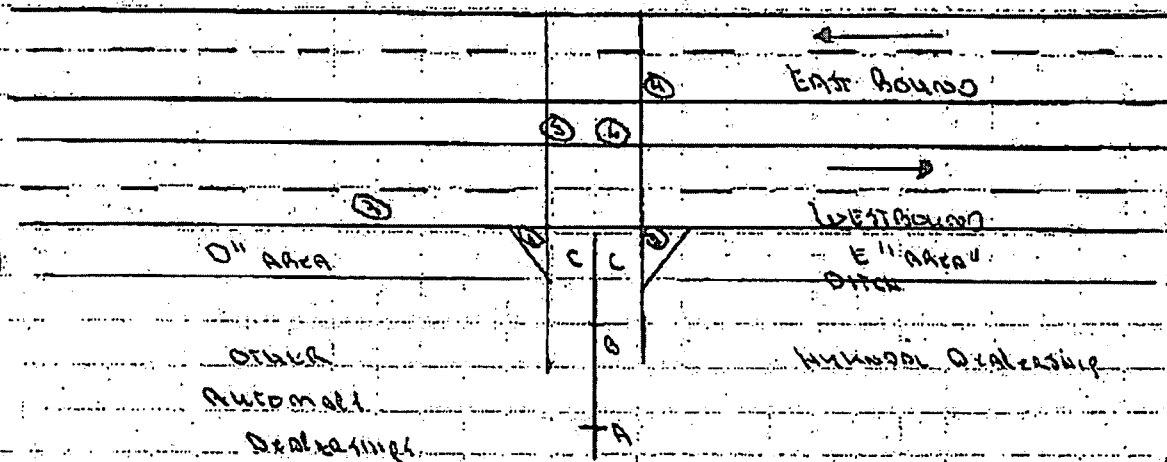
6. Flower buds & parts mainly separating in/out. Also red

\*C = CROSSOVER AREA

O- "AREA"

*[Handwritten signature]*

2 only class over RAZA C. if only there are 2nd/3rd class  
in view on class to assist process 1, 2, 3, 4, 5, 6



2. REMAINED SOUTH OF THE HWY ALL DAY AS I DID NOT  
CROSS OVER TO THE MEXICO SIDE

"O. B. A. A." "8-10-4"

Index - ~~Index~~ - ~~Index~~

2. 2:26 pm - 3:08 pm

1. 8:00 A.M. - 10:00 A.M.

4. 4:02pm - 4:58pm.

3... 3:08 pm... 4:01 pm

✓ 5:58pm - 6:49pm

S 4:58 PM - 5:58 PM

7. 1:49 pm - 8:15 pm

#2 RR: A: I crossed over 4 times

1. 3.0.8 059

41-558

3. 4. 03 pm

5-840

3-4-5 Bqn

2. Left + Creative Over Learning

929014 Tr. Ca.

Saturday Sept 20, 2014

Sept 9 collection

Zone A: Starts front of Museum

Zone B: front of Auto Mall

Zone C: Museum entrance of Museum

Zone D: museum to front of Auto Mall

10:30 - 11:15 = Zone B → crosswalk 11:15

11:15 - 12:01 = Zone A → cross 278 + crosswalk = 12:01

12:01 - 1:01 = Zone D

1:01 - 1:45 = Zone C - crosswalk + cross 278

1:45 - 2:45 = Zone A - crosswalk

2:45 - 3:30 = Zone B

3:30 - 4:30 = Zone A

4:30 - 8:00 = Zone C crosswalk + 278

Sharon + Monday + Thursday + Saturday

Week-Thursday, Discussions Live National - Pearson

Sunday Sept 14th

12:30 - 1:30 Zone B → crosswalk = 1:30

1:30 - 2:00 Zone A

2:00 - 3:30 Zone C - crosswalk 278 = 3:00

3:30 - 4:30 Zone B - crosswalk C-D = 4:30

4:30 - 6:00 Zone A - crosswalk crosswalk + 278 = 5:30

6:00 - 6:30 Zone B - crosswalk 6:30

6:30 - 8:15 Zone A - crosswalk 8:15 - Home

I will drop off Saturday + Sunday + on Monday

SHARIB MAPPAN

Q11 Farzana Sept 16, 2017

I misplaced the DOCUMENTED TIME! I attempted  
to use 'WORKS ON SITE' & RETURNED THE SUMMITTERS DURING  
MORNING TIME! I DO NOT HAVE THE EXACT DETAIL. BELOW IS A SUMMARIZATION

9:30-1:00

1:00-3:30

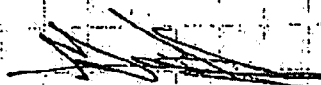
Aug 27B - I COULD BACK & FORTH 1. once in the morning  
2. once in the afternoon

Farzana Khanzai  
Proctor Automall

Observer: Khanzai  
Proctor Automall

critically Farzana: 2-3 times morning  
MURDIB: 2-3 times afternoon

officer / Deputy Sheriff / Manager who is a security person  
on the lookout for Proctor Automall members on any  
day so can verify I was not in compliance with my  
plan.



Shaykh Khanzai

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

RE: Tab 5

Trespassing Notice – 2<sup>nd</sup> Sign Stolen  
September 4<sup>th</sup>, 2017 - Monday – “Labor Day”  
Incident Report Update/Filing

Deputy Chief Lt. Morris:

Explanation Request:

Please provide an explanation why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form and properly investigate the theft of my 2<sup>nd</sup> sign! I did not leave the premise and return to my car that was parked in the Wal-Mart parking lot only confirming during the No Trespass Incident when I approached him and he approached me to give me a ticket there was not a sign with me or in any of the area where I do my activity in front of the Hilton Head Hyundai and Peacock Auto Mall.

Requesting proper documentation completed for my 2<sup>nd</sup> Sign Stolen, Deputy Sheriff Hunnicutt associated Statement.

Trespass Notice Form:

Date Clarification Errors

Monday September 4<sup>th</sup>, 2017 – Report has written September 5<sup>th</sup>, 2017

Copy of No Trespassing Notice: Errors

Date of Notice

09/05/2017

No Trespassing Requirements

Start Date

09/04/2017

Trespass Premise left Blank

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the Dwelling house, place of business or premise located at

---

Reason for Trespass Notice

Assume one is required; noted, the 2nd Trespass notice has documents as per reason.

Other Documents Tab 5

Copy of No Trespassing Notice

(wrong date, no entry per location via No Trespass and the reason for the Trespass) The Original is missing as the document was in my briefcase that was stolen on November 1<sup>st</sup> 2017.

Hardeeville Police Office Letter

F. Lemus

Noted

Jasper County Court Filings and Clarification of 2 Officers vs 1 Officer per Hardeeville Police Department.

Monday "Labor Day" - September 4<sup>th</sup>, 2017

Trespassing Notice:

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so we could meet; I planned on doing the same activity as the previous days for the next two months. (Noted, at other entry points to the Hilton Head Hyundai Dealership.)

Tuesday - September 5<sup>th</sup>, 2017: PM only-6 Hours

South Carolina State Trooper Kelley:

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breach as doors open and inside of vehicle drench (rain/water) etc. Also, cussing and derogatory comments directed toward me as they drove their golf carts near me crossing into the State of South Carolina State Highway. Also, a statement (Yelled) at me by the New Car Sales Manager "We know where you are staying and you have a criminal record."

Regards,

Greg Hackney

Jasper County Filed Documents:

Noted Clarifications:

Three Official Vehicles:

1. Deputy Sheriff Hunnicutt, Black Tahoe.
2. Sheriff Deputy, Official Jasper County Sheriff.
3. Unidentified person in a Black Truck.

Deputy Sheriff Hunnicutt Location:

Parked behind the Peacock Auto Mall sign between the Hilton Head Hyundai Dealership and Peacock Auto Mall Dealerships.

Hardeeville Police:

1-2 Hardeeville Police Officers.

My Activity:

Hilton Head Hyundai Dealership and Peacock Auto Mall including the associated median IE. South Carolina State HWY 278.

Jasper County Sheriff Office  
Deputy Sheriff Hunnicutt  
12008 N. Jacob Smart Blvd.,  
Ridgeland, South Carolina 29936





# JASPER COUNTY SHERIFF'S

P.O. Box 986, Ridgeland, South Carolina 29936

TELEPHONE: 843-726-7777 FACSIMILE: 843-726-7778

## TRESPASS NOTICE FORM

Date of Incident: 11/10/17 Time of Incident: 8:50 ☐ AM ☐ PM

Incident Location: Thompson Ave. NEA 11

Person Receiving Trespass Notice: Angie S. Hickey

Address: 57 Duval St. NEA Tel: # \_\_\_\_\_

| Sex      | Date of Birth | Race      | Height      | Weight     | Eye Color | Hair       |
|----------|---------------|-----------|-------------|------------|-----------|------------|
| <u>M</u> | <u>1965</u>   | <u>WM</u> | <u>5'4"</u> | <u>170</u> | <u>B</u>  | <u>Blk</u> |

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

Print Name of Person Requesting Trespass Notice

Signature of Person Requesting Trespass Notice

TO: Angie S. Hickey  
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.\* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

Dates Trespass Prohibited 11/11/17 to 11/11/18 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☒ In Person ☐ Via Certified Mail

Print Name of Person Receiving Trespass Notice

Signature of Person Receiving Trespass Notice

Print Name of Officer Serving Trespass Notice

Signature of Officer Serving Trespass Notice

Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivision shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of another.

WHITE - Sheriff

YELLOW - Dispatch

ORANGE - Property Owner

GOLDENROD - Suspect



## Hardeeville Police Department

36 Main Street / P.O. Box 582  
Hardeeville, SC 29927

Sam Woodward  
Chief of Police

Phone: (843) 784-2233

Fax: (843) 784-3422

E-mail: [swoodward@cityofhardeeville.com](mailto:swoodward@cityofhardeeville.com)

Web Address: [www.cityofhardeeville.com](http://www.cityofhardeeville.com)

To: Whom It May Concern  
From: PFC F. Lemus  
Date: 04/16/2018  
Reference: Greg Hackney

To Whom it may concern,

I am unsure of the day that Greg Hackney stopped me while I was patrolling eastbound Independence Boulevard on my way to Argent Boulevard. Hackney was flagging me down and when I stopped he advised me that someone from the dealership had stolen his sign. I advised Hackney that he was not in my jurisdiction, but I could send a Deputy to his location if needed.

While I was speaking with Hackney, Deputy John Hunnicutt approached us both and advised Hackney that he was being placed on trespass notice. I was present when Hackney was placed on trespass notice. I then cleared the scene and resumed patrol.

I am unaware of any details pertaining to his case, his signs or any further information besides what Hackney has informed me of.

Respectfully,

PFC F. Lemus  
Hardeeville Police Department

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

RE: Tab 6

Case Number, 2017-2176 -- Harassment/A&B by Intimidation  
Victim Notification Information Form

Case Number, 2017-2176 -- Summary  
Reporting Officer Deputy Sheriff Smith  
Update/Filing  
Request to File Charges -- Criminal Code 16-3-1700

Deputy Chief Lt. Morris:

Request an investigation on charges related to the Wal-Mart Video and the associated warranted arrest.

Video:

Clarification:

I understood the Video to have three clips including a video from their back camera showing the Peacock Security Person entering Wal-Mart from Argent Street. The current DVD has 2 clips.

Video Time Stamp

The DVD video does not have a standard date and time stamp. The video does not have any visible Calendar Date -- Time of Day and Length of Video one would think would be applicable via a security Camera video that could be used in a Civil or Criminal Court! The Time Stamp would give the court Accurate Date/Time and Length of such event.

Video Timeline, Sheriff Smith Narrative:

"Hackney was then observed exiting his vehicle and approach the security vehicle and then walk away three minutes later" Review the video, less than 30 seconds!

Point of Reference: 3 minutes would indicate I was confrontational, 60 plus days later I receive a viewable video and suddenly 30 seconds corrects Deputy Sheriff Smith's Narrative!

**Victim Notification Information Form:**

**Suspect Name**

John Lyons/Peacock Auto Mall

Why would the CFO – General Manager of Peacock Auto Mall be a Suspect?

He was not the person driving the Peacock Auto Mall "Security" White Ford Explorer in the Video.

**Suspect:**

Please provide the name of Peacock Security Person Driving the Vehicle in the Wal-Mart Harassment – Intimidation Video. Criminal - Civil Pursuant = Applicable.

**Jasper County Sheriff's Office**

**Summary**

The Summary has the Suspect (s) Unknown. The Victim Notification Information Form has John Lyons.

Jasper County Sheriff Smith spoke to Michael Hernandez, head of Security at Peacock Auto Mall and John Lyons, CFO General Manager of Peacock Auto Mall; In both discussions he did not ask for the person who was driving the Security Vehicle (Suspect) during the Harassment and Intimidation incident? Please explain why the person driving their Security Vehicle is not identified.

**Makes Sense?**

Two people in discussions, one tells the other you should follow a person etc! As such the person does and is reported to the police and they confirm Harassment; the person who told the individual to follow around the victim is not charged or arrested!

**Narrative**

**backing his vehicle.**

I backed my vehicle into the parking space.

**wanted to talk with John Lyons before pursuing any charges**

John Lyons and I spoke on September 13th, 2017 and promised there would be no more Harassment from his employees including cussing, stealing of my signs, breach of my vehicle and including other Intimidation, I wanted to insure it was not a rogue employee not understanding his direction to his employees.

Noted, ANOTHER LIE as John Lyons authorized the Harassment!

**advised him I need to have proof of the incident occurring before helping him out with the incident. I advised Hackney that Wal-Mart has video cameras along the outside of the building and that I would need to view those.**

Deputy Sheriff Smith did view-see the proof of the incident!

**then walk away three minutes later**

Review the video, less than 30 seconds!

Point of Reference: 3 minutes would indicate I was confrontational; 60 plus days later I receive a viewable video and suddenly 30 seconds corrects Deputy Sheriff Smith's Narrative!

Find out who I need to talk to regarding the security officer who followed him to Wal-Mart

I would expect that the goal would be to find out who was driving the Security Vehicle into the Wal-Mart parking lot. To date, the person driving the Peacock Auto Mall Security Vehicle has not been identified.

In both discussions he did not ask for the person who was driving the Peacock Auto Mall Security Vehicle (Suspect) during the Harassment and Intimidation Incident? Please explain why the person driving their Security Vehicle is not identified as it is written he notes the name as IMPORTANT!

I made contact Hernandez and advised him his security officer following

Makes sense at this point of the investigation to obtain the driver of the vehicle?

Hernandez responded to me by stating the security officer was identifying if Hackney was still driving his vehicle

Contradiction of Jasper County Court filed documents.

Hernandez stated he understood and would tell his officers not to follow Hackney onto another's property

Per directly from John Lyons, CFO of Peacock Auto Mall, he directed their security person! Disgraceful!

able to meet with Lyons and that the meeting did not go well being trespassed from the entire Auto Mall.

The previous Wednesday, September 13<sup>th</sup>, 2017 (twice) – Friday September 15<sup>th</sup>, 2017 I entered the Dodge, Ram, Jeep Dealership where I met directly with John Lyons; (okay to enter the dealership) I intended to follow the same direction as the previous times we met. I did not feel that there was a trespass issues since the meetings on Wednesday September 13<sup>th</sup>, 2017 and Friday September 15<sup>th</sup>, 2017 as not mentioned in either meeting.

I entered his office and there were three Peacock Auto Mall Security Persons with him and informed of the Trespass. There was a different tone to our conversation from just days prior. Noted, my conduct had not changed. Perhaps his security vehicle getting caught on a Wal-Mart camera changed the atmosphere and his tone to hostility!

Investigation would need to be done to identify the subject in the vehicle and to obtain a correct charge.

Clear thinking, the subject driving the vehicle was important yet still not identified. Clear thinking there would be a charge related to the Wal-Mart Video.

Hackney's intent to file charges

Yes, I requested charges to be filed.

Hackney felt intimidated

The Peacock Auto Mall Security Vehicle office premise Harassment was Stressful and caused other emotions confirmed by my actions to approach the vehicle in an effort to protect myself at current time and future off-premise incidents. I was uncomfortable addressing the Security Vehicle but a necessary precaution for my Security!

As per meeting the on September 21<sup>st</sup>, 2017 meeting with Deputy Chief Lt. Morris, I specifically requested a competent Deputy Sheriff to manage this incident with integrity and clear conscious! Evidence, an attempt was made!

## 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

Beginning on August 26<sup>th</sup>, 2017 until the incident on September 20<sup>th</sup>, 2017 I protested daily in front of Hilton Head Hyundai and Peacock Auto Mall! I walked from the Wal-Mart parking lot across Argent Street to the Dealerships then returned each day! (A 5-10 minute walk depending where I began my return at the end of the day)

A Peacock Security White Ford Explorer literally mirrored me from their premise 95% of the time depending on the number of hours per day, average 8-10 hours.

#### Please explain to me why 16-3-1700 Criminal Code Harassment and Stalking does not apply to the following event!

The Security Personnel of the Business an individual has been protesting nearly 3 weeks 8-10 hours a day can follow that same individual across the street from their premise to another business where the protesting individual has been parking every day since beginning such protesting!

I am not a Constitutional expert but how can the actions per above recorded and confirmed by the Jasper County Sheriff's Office via recording (Deputy Sheriff Smith obtained) from a Wal-Mart camera not be crime against one's First Amendment Right Of Freedom of Speech; not to mention the State of Carolina Harassment and Stalking code 16-3-1700!

I request an investigation to re-open the A/B with intent to Intimidate charges properly file associated charged including the arrest of the Driver of the Peacock Vehicle!

## INCIDENT - TIMELINE

### September 20<sup>th</sup>, 2017: Wednesday

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. (Noted, an aggressive statement but not "Yelling" as it is stated in the Jasper County Sheriff Office Summary and Narrative Report.)

The report also states I was speaking to the Peacock Security Person for an estimated 3 minutes, it was about 30-45 seconds. As I left and returned to my car he did yell back at me saying, "do you want some of me" etc. The video also shows he did not enter Wal-Mart as his purpose was to Intimidate, Harass and do surveillance as such both were disturbing, stressful and warranted concern for my safety.

Noted: For two weeks I asked the Jasper County Sheriff's Office for a copy of the video, unsuccessful. I stopped by the South Carolina State Troopers office and was directed by a State Trooper to use a FOIA form; I did and within a week I received DVD - Video. The Video could not be viewed. I took it to Best Buy and other professionals all confirming the video was not readable including on my Apple computer and their Microsoft computers they use for their work. Why would the Jasper County Sheriff's office ignore my repeated attempts to get a copy of the video? The Sheriff's Office could have just informed me to use a FOIA Form but they chose not to disclose the procedure. DISCRACEFUL!

Review: Jasper County Sheriff Office and Wal-Mart Video Timeline.

### September 21st, 2017: Thursday

Sheriff Office to report their Harassment as such met with the Deputy Chief of Jasper County: Lt Morris. My purpose of meeting with him was to insure the process obtaining the video was successful and there were no mishaps as I had with his Jasper County Deputies the previous weeks. He assured me the



person on duty in that area responding to my request (I called a non-emergency number he provided) was competent and would manage the process correctly. (Lt. Smith)

I met with Deputy Sheriff Smith and he retained the video and seemed surprised there was in fact a video; he later confirmed with Peacock Auto Mall their Security was involved in the video.

I mentioned to Deputy Sheriff Smith I wanted to speak to John Lyons prior pressing charges to insure the security person was not acting on his own accord in his aggressive behavior. The following day I confirmed with John Lyons that in fact it was under his direction their Security Person followed me into the Wal-Mart Parking lot.

**September 22nd, 2017 - Friday**

I went on the Peacock Auto - Mall premise to discuss the video as noted above; I met John Lyons in his office including three security guards present. He said he was scared for his employees etc. One must ask why do they leave each day off premise and do not show up until 5:00 PM on Sunday. Confirmed hours not mirroring me!

Good Grief! I assume these times he is putting their customers at risk? Just another lie!

After being informed of the No Trespass I asked him about their Security Vehicle following me into the Wal-Mart parking lot and he confirmed it was their Security and directed as such by him.

On Wednesday, September 13, 2017 John and I discussed his employees cursing me, stealing my signs, car keys and breach of my car; he told me he would insure that no one would Harass or Intimidate me on or off premise! Another Lie!

**September 29<sup>th</sup> 2017 – October 11<sup>th</sup>, 2017** – I made multiple visits to the Jasper County Sheriff's Office to get an update on the Arrest related to the Video and told NOTHING!

**October 12<sup>th</sup>, 2017: Thursday**

**Sheriff's officer to inquire about the ongoing incident at Wal-Mart**

I met a Deputy Sheriff who identified himself as a Lt. outside the Jasper County Sheriff office; we discussed the Wal-Mart video and he informed me there would not be charges filed against Peacock Auto Mall. He told me anyone can follow any person as long as they do not harm the person they are following. Good Grief!

Moments later I saw Deputy Sheriff Smith who retrieved the video and charged Peacock Auto Mall – John Lyons with Harassment, Assault and Battery with intent to Intimidate. He confirmed the charges on my Victim Notification Identification Report were being dropped as per Sheriff Malphrus, injustice!

I later saw Deputy at a Gas Station, he informed me that he was suspended for the incident and report charging Peacock Auto Mall.

**October 13<sup>th</sup>, 2017: Friday**

**Sheriff's Office to retrieve the Wal-Mart video.**

I received the Wal-Mart video but it did not play, I took it to Best Buy and other related professional businesses and they attempted to play the video on my computer and their business computer both of

which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

October 13<sup>th</sup>, 2017 – October 31, 2017: As per above I went to multiple computer companies and efforts to play the video failed.

October 31<sup>st</sup>, 2017: Tuesday

2017 Freedom of Information ACT, 2<sup>nd</sup> Request for Video as 1<sup>st</sup> did not play  
(Enclosure, Letter)

November 10<sup>th</sup>, 2017: Friday (Estimated Date 7-10 Days Post October 31<sup>st</sup> letter)

I went to the Jasper County Sheriff Office to follow up on the letter I gave them on October 31<sup>st</sup> 2017. Deputy Chief Lt. Morris greeted me in the lobby and informed me their lawyer said that they have completed the FOIA request and that is the only video I was going to receive. He returned the same video that could not be viewed.

December 7<sup>th</sup>, 2017

Clerk for Judge Mullen's office sent an email requesting a hearing per the DVD video that was not viewable.

A few days later the Jasper County Sheriff office provided a playable video.

*Noted: Actual date I received the original video is estimated to be October 13<sup>th</sup>, 2017; the original FOIA letter is missing as it was with other documents that were stolen on November 1, 2017*

*Thank the Founding Fathers for providing citizens a system that  
allow Judges with integrity to keep law enforcement agencies  
accountable!*

## **JASPER COUNTY SHERIFF OFFICE UNETHICAL BEHAVIOR**

### **WAL-MART – VIDEO TIMELINE**

#### **September 20<sup>th</sup>, 2017: Wednesday**

Peacock Security Vehicle followed me into the Wal-Mart parking lot.  
Intimidation and Harassment.

#### **September 21<sup>st</sup>, 2017: Thursday**

I went to the Jasper County Sheriff office and spoke to the Deputy Chief Lt. Morris to review the incident to insure an experienced Deputy Sheriff would obtain the video from Wal-Mart and file the appropriate Criminal Charges.

Deputy Sheriff Lt. Smith met with me then obtained the Wal-Mart Video;

Deputy Sheriff Lt. Smith confirmed with Peacock Auto Mall it was their Security Person and Vehicle that followed me into the Wal-Mart Parking Lot.

#### **September 22<sup>nd</sup>, 2017: Friday**

After meeting with John Lyons and confirming it was their Peacock Security Vehicle (Employee) that Intimidated and Harassed me I told Lt Sheriff Smith I wanted to press charges.

During a prior phone call he informed me Peacock Auto Mall confirmed it was their Security Person who was in the vehicle.

I received a Victim Notification Identification Form as it read the following  
Incident Type: Harassment/ Assault and Battery with Intent to Intimidation

**Noted: For two weeks** I asked the Jasper County Sheriff's Office for a copy of the video, unsuccessful. I stopped by the South Carolina State Troopers office and was directed by a State Trooper to use a FOIA form; I did and within a week I received DVD - Video. The Video could not be viewed. I took it to Best Buy and other professionals all confirming the video was not readable including on my Apple computer and their Microsoft computers they use for their work. **Why would the Jasper County Sheriff's office ignore my repeated attempts to get a copy of the video?** The Sheriff's Office could have just informed me to use a FOIA Form but they chose not to disclose the procedure. **DISCRACEFUL!**

#### **September 29<sup>th</sup>, 2017: Thursday**

First of many attempts to follow up on the arrest regarding the Harassment – Intimidation charges.

**September 29<sup>th</sup>, 2017 – October 12<sup>th</sup>, 2017**

Multiple trips to the Jasper County Sheriff's Office in an attempt to confirm the date of the arrest regarding the Wal-Mart Incident.

**October 12<sup>th</sup>, 2017: Thursday**

I attempted to get information on the arrest multiple times at the Jasper County Sheriff's Office and finally was told by a Jasper County Sheriff (Lt.) outside their office there was nothing going to happen to Peacock Auto Mall because there was not a crime as you can follow anyone around as long as you want.

Early evening I saw Deputy Sheriff Smith getting gas and we spoke; he informed me that he was suspended for charging Peacock Auto Mall.

**October 13<sup>th</sup>, 2017: Friday**

**Sheriff's Office to retrieve the Wal-Mart video.**

I received the Wal-Mart video but it did not play, I took it to Best Buy and other related professional businesses and they attempted to play the video on my computer and their business computer both of which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

**October 13<sup>th</sup>, 2017 - October 31<sup>st</sup>, 2017**

I receive the Wal-Mart video but it did not play, I took it to Best Buy and they attempted to play the video on my computer and their business computers both of which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

**October 31<sup>st</sup>, 2017: Tuesday**

Freedom of Information Act, 2<sup>nd</sup> Request for Video as 1<sup>st</sup> did not play.

I sent letter and emailed Judge Carmen T Mullen's a copy. Enclosed Letter requested the Jasper County Sheriff Office to provide a viewable video as the first would not play; noting that base on a non-viewable video they had not met their FOIA requirements.

**November 10<sup>th</sup>, 2017: Friday (Estimated Date)**

I went to the Sheriff's office to receive a viewable DVD but was informed the Jasper County Lawyer told him they have met the FOI Requirements. Please see email from the attorney (assuming it is the same lawyer) as he changed his flawed thinking after receiving an email from Judge Carmen T. Mullen's office requesting a hearing on the issues as I had not received a viewable video. Lt. Morris returned the original video.

December 7<sup>th</sup>, 2018: Thursday

Email from Judge Carmen T. Mullen's office

Pursuant to 30-4-100, Judge Mullen would like to have a hearing on this matter tomorrow, Friday, Dec 8th at 11:30 in Jasper County. Please confirm your availability.

Thank you,

Crystal

Crystal H. Swinford, Esq.

Law Clerk to the Honorable Carmen T. Mullen

Fourteenth Judicial Circuit

**A FEW DAYS LATER THE SHERIFF'S OFFICE PROVIDED ME A VIEWABLE – PLAYABLE VIDEO**

**SUMMARY**

First two weeks they would not tell me the process for retrieving the video...

|                                  |                                                                                            |
|----------------------------------|--------------------------------------------------------------------------------------------|
| October 13 <sup>th</sup> , 2017  | Received Video and it would not work – play.                                               |
| October 31 <sup>st</sup> , 2017  | Requested a second copy. (new and playable)                                                |
| November 10 <sup>th</sup> , 2017 | Jasper County Sheriff Office said NO!                                                      |
| December 7 <sup>th</sup> , 2017  | The Honorable Judge Carmen T Mullen's Office requested a hearing on the Un-playable video. |
| Few days later....               | Ole Jasper County Sheriff Office suddenly produces a playable video!                       |

**FOIA Timeline: 60 Days to complete and only with Judge Carmen T. Mullen's Intervention!**  
**Great Jasper County Sheriff Office Victim Assistance!**

After the car breach, stolen keys and stolen signs the Jasper County Sheriff always commented, get it on camera; in my opinion an excuse for not doing anything against Peacock Auto-Mall – Hilton Head Hyundai. I finally gave them a video, they seemed surprised – charged them anyway – delayed the video receipt ending with dropping the related charges and doing nothing! DISCRACEFUL!

**Other Documents**

FOIA Letter

Judge Carmen T. Mullen's Email (exchange regarding hearing on playable video)

Regards

Greg Hackney

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24<sup>th</sup>, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

RE: Tab 7  
Trespassing Notice  
September 22<sup>nd</sup>, 2017, Wal-Mart Video  
Incident Report/Update Filing

**Jasper County Sheriff Records:**

As per below, I met with John Lyons on Wednesday September 13<sup>th</sup>, 2017 (twice) and again on Friday September 15<sup>th</sup>, 2017; (Dodge, Ram, Jeep Dealership) all three visits there were no Trespass Issues. The following Friday, September 22<sup>nd</sup>, 2017 I went to address my concern to John Lyons as he confirmed in the visits he would communicate to his employees again insuring no more Harassment and Intimidation.

The meeting was short, he informed me not to Trespass moving forward and confirmed it was through his direction the Peacock Security Vehicle followed me into the Wal-Mart parking lot.

Other Documents Tab 8  
Jasper County Sheriff Summary  
Pages 1-7

No Trespass Notice  
"One Signature"

Jasper County Sheriff Summary  
Narrative, Deputy Sheriff Smith Tab 6

Noted:  
The Deputy Sheriff Summary confirms my intentions, good, honest and to get clarification prior filing charges.

wanted to talk with John Lyons before pursuing any charges  
John Lyons and I spoke days prior (September 20<sup>th</sup>, 2017 – Wal-Mart Video) and was promised there would be no more Harassment from his employees including cussing, stealing of my signs, car keys theft,

breach of my vehicle and/including other Harassment. I wanted to insure it was not a rogue employee not understanding his direction to his employees.

*able to meet with Lyons and that the meeting did not go well being trespassed from the entire Auto Mall.*

The previous Wednesday - September 13<sup>th</sup>, 2017 and Friday - September 15<sup>th</sup>, 2017; I entered the Dodge, Ram, Jeep Dealership where I met directly with John Lyons; I intended to follow the same direction (okay to enter the Dealership) as the previous times we met and did not feel that there was a Trespass issue. As noted, no Trespass issues during or post meetings September 13<sup>th</sup>, 2017 and September 15<sup>th</sup>, 2017 respectively.

I entered his office and there were three Peacock Auto Mall Security Persons with him and informed of the Trespass. There was a different tone to our conversation from days prior. Noted, my conduct had not changes. Perhaps the Peacock Auto Mall security vehicle getting caught on a Wal-Mart camera harassing me changed the atmosphere and his tone to hostility!

**Timeline: Meetings**

**Tuesday - September 12<sup>th</sup>, 2017:**

I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers.

1. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

**Wednesday - September 13<sup>th</sup>, 2017:**

Meeting with John Lyons:

I was allowed on Dodge, Ram Jeep Dealership for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the issues we discussed on our meeting.

**Thursday - September 14<sup>th</sup>, 2017:**

No activity as I told John the previous day that I would give him this day to review the issues we discussed and would return Friday afternoon to resume our discussions.

**Friday - September 15<sup>th</sup>, 2017:**

I returned to the Dodge, Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of Hilton Head Hyundai.

**Jasper County Sheriff's office**

**Summary**

**Page 2**

**Stated that Hackney is mostly off the property doing this**

My activity informing the public of Hilton Head Hyundai's behavior is on South Carolina State HWY 278; I do not go on their premise!

**Recently Lyons invited Hackney to meet at his office to discuss the situation with the intent of possible resolution.**

**Tuesday - September 12<sup>th</sup>, 2017:**

I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

I was asked what could they do to resolve the issue, I requested a meeting with the owner. They agreed to get back to me and as such a few hours later they returned and said I could meet with John Lyons.

**ANOTHER LIE!**

They represented themselves as a neutral party, managers at one of the other Peacock Auto-Mall Dealerships; after the ZERO Integrity Interaction with the Hilton Head Hyundai employees I took the managers at their word and thought a good gesture. They were present in the meeting with John Lyons on September 13<sup>th</sup>, 2017. I later was informed they were actually managers at the Hilton Head Hyundai SHAMEFUL!

One gentleman was the person who attempted to defuse the Hertz Rental Car Conversion of Property by informing me they own the Hertz Rental Car on their premise!

On September 25<sup>th</sup>, 2017 Lyons was advised that Hackney was on their property and wished to meet with him again. Lyons did meet with him and once again no resolution was reached.

The date of the trespass was September 22<sup>nd</sup>, 2017; there was no meeting on the September 25<sup>th</sup>, 2017 including any meeting to resolve any issues. The day of the trespass was September 22<sup>nd</sup>, 2017 and was to clarify the intent and of their Security Vehicle following me into the Wal-Mart Parking lot.

*I'm going to Kill you! I'm going to hurt you!*  
*Ridiculous, no comment!*

**October 4<sup>th</sup>, 2017 - Supplement**

**Noted:** On October 4<sup>th</sup>, 2017 I was doing activity on median across from the Peacock Auto Mall and the same Deputy Sheriff who was driving the official Sheriff Vehicle on Labor Day stopped along with the same gentleman in the Black Truck. The Deputy Sheriff informed me that they had a video of me flagging down cars and stopping traffic; they began talking as the gentleman driving the black truck was inside his vehicle so I approached them and told them to call South Carolina State Trooper Kelley and when he arrives we can all watch the video. (Understanding there was not video of me stopping or blocking traffic) I returned to my activity with my back to them; moments later they drove off without addressing anything about a video including speaking to me!

Deputy Sheriff Smith completed the Trespass notice and I signed it; I had retrieve a copy with both signatures at the Jasper County Sheriff's Office, IE. John Lyons Signature. (He signed it after I) (Enclosed is my copy without his signature!)

Regards,

Greg Hackney



## JASPER COUNTY

## \*Victim Notification Information Form\*

## CONFIDENTIAL INFORMATION

Receiving Correctional Officer: \_\_\_\_\_

VICTIM INFORMATION (South Carolina Statute 16-3-1515) CASE # 17-2176Name of Victim: Brea Hallney Victim is: ☐ deceased, ☐ minor or ☐ Mentally IllPhysical Address: Big Camp GA 30143

Telephone #: (H) \_\_\_\_\_ (B) \_\_\_\_\_ Emergency #: \_\_\_\_\_

Relative or Contact Person: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

SUSPECT'S NAME: John Lyon / Peacock Auto Mart DATE OF INCIDENT: 9/22/17INCIDENT TYPE: Harassment / A+B by Intimidation

In order for law Enforcement to make a reasonable attempt to contact you of the arrest and of the appropriate court proceedings or procedure; it is your responsibility to notify the appropriate agency of any change in your address or phone number.

BOND HEARING: Time: \_\_\_\_\_

Date: \_\_\_\_\_

☐ Magistrate Court☐ Municipal Court

TYPE OF COURT &amp; SCHEDULE: Time: \_\_\_\_\_

Date: \_\_\_\_\_

☐ Magistrate Court☐ Municipal Court☐ General SessionsI do ☐ do not ☐ wish to be present for bond hearing.I do ☐ do not ☐ wish to be contacted when the defendant is release from jail.The following efforts were made to contact the victim:

| Phone Number Called | Date/Time | Reason | Name Of Caller | Person Notified | Not Notified |
|---------------------|-----------|--------|----------------|-----------------|--------------|
| _____               | _____     | _____  | _____          | _____           | _____        |
| _____               | _____     | _____  | _____          | _____           | _____        |

BOND RECOMMENDATION

As a victim of a crime, I have received a copy of the Victim Notification Information Form provided to me and I agree the victim information is correct.

Victim's Signature [Signature]

Date \_\_\_\_\_

Officer's Signature [Signature]

Date \_\_\_\_\_

White Copy - Attach to Report

Yellow Copy - Court

Pink Copy - Detention Center

Goldenrod - Victim

# Jasper County Sheriff's Office

## Summary

Print Date/Time: 11/30/2017 09:39  
 Login ID: bbrown  
 Case Number: 2017-00002176

ORI Number: Jasper County Sheriff's Office  
 SC0270000

### Case

Case Number: 2017-00002176  
 Location: 232 NICKEL PLATE RD  
 Hardeeville, SC 29927  
 Reporting Officer ID: 577561 - Smith

Incident Type: Disturbance  
 Occurred From: 09/22/2017 15:30  
 Occurred Thru: 09/22/2017 15:30  
 Disposition:  
 Disposition Date:  
 Reported Date: 09/22/2017 15:30 Friday

### Offenses

| No. | Group/ORI | Crime Code | Statute | Description | Counts |
|-----|-----------|------------|---------|-------------|--------|
|-----|-----------|------------|---------|-------------|--------|

### Subjects

| Type        | No. | Name          | Address     | Phone | Race    | Sex     | DOB/Age |
|-------------|-----|---------------|-------------|-------|---------|---------|---------|
| Complainant | 1   | hackney, greg | DECATUR, GA |       | White   | Male    | 52      |
| Suspect (S) | 1   | UNKNOWN       | UNKNOWN     |       | Unknown | Unknown |         |
|             |     |               | UNKNOWN     |       |         |         |         |

### Arrests

| Arrest No. | Name | Address | Date/Time | Type | Age |
|------------|------|---------|-----------|------|-----|
|------------|------|---------|-----------|------|-----|

### Property

| Date | Code | Type | Make | Model | Description | Tag No. | Item No. |
|------|------|------|------|-------|-------------|---------|----------|
|------|------|------|------|-------|-------------|---------|----------|

### Vehicles

| No. | Role | Vehicle Type | Year | Make | Model | Color | License Plate | State |
|-----|------|--------------|------|------|-------|-------|---------------|-------|
|-----|------|--------------|------|------|-------|-------|---------------|-------|

### Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

## Narrative

opsis:

On September 21, 2017 at approximately 1300 hours, I Deputy J. Smith, responded to 232 Nickel Plate Road (Wal-Mart) in reference to disturbance that occurred on September 20, 2017 at approximately 1955 hours. This location is within the County Of Jasper.

Interview with complainant, Greg Hackney on September 21, 2017:

Hackney informed me that at approximately 1930 hours he had finished protesting in front of Peacock Auto Mall as he has done for the last month and returned to his vehicle that was parked at Wal-Mart. Hackney stated as he was walking up to his vehicle he observe a security vehicle from the Auto Mall following behind him near the garden entrance. Hackney informed me as he entered his vehicle he decided to sit in the vehicle for a few minutes and watch the security vehicle. Hackney stated after approximately 5 minutes the security vehicle drove past him along the isle he was parked in and then came down the isle across from him at which time the vehicle parked almost directly across from him. Hackney informed me he sat for a little longer before hacking his vehicle from his parking space as he watched the security vehicle across from him. Hackney stated he then made his way down the isle and parked just past the security vehicle. Hackney informed me he exited his vehicle and walked up to the security vehicle where a subject in the drivers seat rolled down the window. Hackney stated he yelled at the driver to stop following and harassing him. Hackney informed me he then entered his vehicle and left the premises.

Hackney informed me he did not call until the next day due to thinking the encounter over and deciding he wanted to report it then. Hackney stated he was getting tired of being cussed at and the issues he's had with his vehicle being broken into since he began protesting. Hackney informed me he wanted something done but wanted to talk with John Lyons before pursuing any charges.

Officer's actions for September 21, 2017:

After initially speaking with Hackney advised him I would need to have proof of the incident occurring before helping him out with the incident. I advised Hackney that Wal-Mart has video cameras along the outside of the building and that I would need to view those. After speaking with Hackney I made my way inside and spoke with lost prevention regarding viewing video of the incident. I was able to view the video and observed the the security vehicle coming from the garden area where the vehicle made its way past Hackney's vehicle to the end of the isle. I then observed the security vehicle come down the isle across from where Hackney was parked and park in the third or forth parking space on the isle. After approximately three minutes I observed Hackney's vehicle come from the front of the isle and park just past the security vehicle. Hackney was then observed exiting his vehicle and approach the security vehicle and then walk away approximately three minutes later. Hackney returned to his vehicle and then left the parking lot before the security vehicle was observed leaving. With this information I obtained a video of the encounter to have in case Hackney wanted to file a report about the incident once he talked with Lyons.

I returned back to where Hackney was located and advised him of what I observed in the video. I advised him I would return to the Auto Mall and find out who I needed to talk to regarding the security officer following him to Wal-Mart. At that time Hackney stated he wanted to talk with Lyons regarding the incident before deciding what he was going to do.

After talking with Hackney I made my way to Hilton Head Hyundai dealer ship where I obtained a name of Michael Hernandez who was in charge of the security for the Auto Mall. I made contact Hernandez and advised him that his security officer following Hackney to Wal-Mart was overstepping what they were allowed to do on their property. I advised Hernandez that what his employee did was close to harassment and that they did not need to follow Hackney onto another businesses property. Hernandez responded to me by stating that the security officer was identifying if Hackney was still driving his vehicle. I advised Hernandez that once his security officer leaves their property he can no longer perform security for the company and that it could lead into unnecessary issues. Hernandez stated he understood and would tell his officers not to follow Hackney onto another's property.

Interview with Hackney September 22, 2017:

## Narrative

### Synopsis:

On September 21, 2017 at approximately 1300 hours, I Deputy J. Smith, responded to 232 Nickel Plate Road (Wal-Mart) in reference to disturbance that occurred on September 20, 2017 at approximately 1955 hours. This location is within the County Of Jasper.

### Interview with complainant, Greg Hackney on September 21, 2017:

Hackney informed me that at approximately 1930 hours he had finished protesting in front of Peacock Auto Mall as he has done for the last month and returned to his vehicle that was parked at Wal-Mart. Hackney stated as he was walking up to his vehicle he observe a security vehicle from the Auto Mall following behind him near the garden entrance. Hackney informed me as he entered his vehicle he decided to sit in the vehicle for a few minutes and watch the security vehicle. Hackney stated after approximately 5 minutes the security vehicle drove past him along the isle he was parked in and then came down the isle across from him at which time the vehicle parked almost directly across from him. Hackney informed me he sat for a little longer before backing his vehicle from his parking space as he watched the security vehicle across from him. Hackney stated he then made his way down the isle and parked just past the security vehicle. Hackney informed me he exited his vehicle and walked up to the security vehicle where a subject in the drivers seat rolled down the window. Hackney stated he yelled at the driver to stop following and harassing him. Hackney informed me he then entered his vehicle and left the premises.

Hackney informed me he did not call until the next day due to thinking the encounter over and deciding he wanted to report it then. Hackney stated he was getting tired of being cussed at and the issues he's had with his vehicle being broken into since he began protesting. Hackney informed me he wanted something done but wanted to talk with John Lyons before pursuing any charges.

### Officer's actions for September 21, 2017:

After initially speaking with Hackney advised him I would need to have proof of the incident occurring before helping him out with the incident. I advised Hackney that Wal-Mart has video cameras along the outside of the building and that I would need to view those. After speaking with Hackney I made my way inside and spoke with lost prevention regarding viewing video of the incident. I was able to view the video and observed the security vehicle coming from the garden area where the vehicle made its way past Hackney's vehicle to the end of the isle. I then observed the security vehicle come down the isle across from where Hackney was parked and park in the third or forth parking space on the isle. After approximately three minutes I observed Hackney's vehicle come from the front of the isle and park just past the security vehicle. Hackney was then observed exiting his vehicle and approach the security vehicle and then walk away approximately three minutes later. Hackney returned to his vehicle and then left the parking lot before the security vehicle was observed leaving. With this information I obtained a video of the encounter to have in case Hackney wanted to file a report about the incident once he talked with Lyons.

I returned back to where Hackney was located and advised him of what I observed in the video. I advised him I would return to the Auto Mall and find out who I needed to talk to regarding the security officer following him to Wal-Mart. At that time Hackney stated he wanted to talk with Lyons regarding the incident before deciding what he was going to do.

After talking with Hackney I made my way to Hilton Head Hyundai dealer ship where I obtained a name of Michael Hernandez who was in charge of the security for the Auto Mall. I made contact Hernandez and advised him that his security officer following Hackney to Wal-Mart was overstepping what they were allowed to do on their property. I advised Hernandez that what his employee did was close to harassment and that they did not need to follow Hackney onto another businesses property. Hernandez responded to me by stating that the security officer was identifying if Hackney was still driving his vehicle. I advised Hernandez that once his security officer leaves their property he can no longer perform security for the company and that it could lead into unnecessary issues. Hernandez stated he understood and would tell his officers not to follow Hackney onto another's property.

### Interview with Hackney September 22, 2017:

Hackney informed me that he was finally able to meet with Lyons and that the meeting did not go well with him being trespassed in the entire Auto Mall. Hackney stated that due there not being a resolution to the incident the previous night he wanted follow through with charges.

Officer's actions September 22, 2017:

After speaking with Hackney again a case number was pulled to document the incident. I advised Hackney that further investigation would need to be done to identify the subject in the vehicle and to obtain a correct charge. I advised Hackney I would also talk with Lyons regarding the issue and advise him of Hackney's intent to file charges. A victim's form was issued to Hackney for the incident at which time I made my way to the Dodge dealer ship.

Once at the Dodge dealer ship I made contact with Lyons and advised him of what the possible end result might be with Hackney wanting to pursue charges. I advised Lyons that due to his security officer following Hackney to the Wal-Mart parking lot and doing no business that Hackney felt intimidated. I advised Lyons that further investigation into the incident would need to be done. I then cleared from the dealer ship.

Attachment:

- 1) Victim's Form
- 2) Video from Wal-Mart.

## CRIMES AND OFFENSES

### § 16-3-1670

#### Library References

- District and Prosecuting Attorneys § 10.
- Municipal Corporations § 189(1).
- Officers and Public Employees § 114.
- States § 198.
- Westlaw Topic Nos. 131, 268, 283, 360.
- C.J.S. District and Prosecuting Attorneys §§ 56 to 61.
- C.J.S. Municipal Corporations §§ 620 to 622, 640 to 644, 646, 657, 660.
- C.J.S. Officers and Public Employees §§ 350 to 352, 355 to 362.
- C.J.S. States §§ 559 to 560.

### § 16-3-1680. Authority to promulgate rules and regulations.

The Crime Victims' Ombudsman Office through the Department of Administration may promulgate those regulations necessary to assist it in performing its required duties as provided by this chapter.

HISTORY: 2008 Act No. 271, § 5, eff January 1, 2009; 2014 Act No. 121 (S.22), Pt V, § 7.AA, eff July 1, 2015.

## ARTICLE 17

### HARASSMENT AND STALKING

- SEC.
- 16-3-1700. Definitions.
  - 16-3-1705. Electronic mail service provider; immunity; definition.
  - 16-3-1710. Penalties for conviction of harassment in the second degree.
  - 16-3-1720. Penalties for conviction of harassment in the first degree.
  - 16-3-1730. Penalties for conviction of stalking.
  - 16-3-1735. Law enforcement officer empowered to sign warrant in place of victim.
  - 16-3-1740. Mental health evaluations of persons convicted of stalking or harassment; notice to victim in person of unsupervised release.
  - 16-3-1750. Action seeking a restraining order against a person engaged in harassment or stalking; jurisdiction and venue; forms; enforceability.
  - 16-3-1760. When temporary restraining orders may be granted without notice; notice and hearing on motion seeking restraining order.
  - 16-3-1770. Form and content of temporary restraining orders and restraining orders; extensions and modifications.
  - 16-3-1780. Expiration of temporary restraining orders.
  - 16-3-1790. Service of certified copies of restraining orders.
  - 16-3-1800. Arrest upon violation of restraining order.
  - 16-3-1810. Law enforcement officer's responsibilities when responding to a harassment or stalking incident.
  - 16-3-1820. Immunity from liability for filing a report or complaint or participating in a judicial proceeding concerning alleged harassment or stalking; rebuttable presumption of good faith.
  - 16-3-1830. Availability of other civil and criminal remedies.
  - 16-3-1840. Mental health evaluation prior to setting bail; purpose; report.

### § 16-3-1700. Definitions.

As used in this article:

- (A) "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 his position to suffer me may include, but is not

- (1) following the ta
- (2) visual or physic
- person has been pro
- after the victim has
- (3) surveillance of
- person's:

- (a) residence;
- (b) place of wo
- (c) school; or
- (d) another pl
- and

- (4) vandalism an

(B) "Harassment is tial, and unreasonable serves no legitimate person in his positio second degree may contact that is initiat

(C) "Stalking" me or a pattern of conc and does cause a t targeted person's p

- (1) death of th
- (2) assault upo
- (3) bodily inju
- (4) criminal s
- (5) kidnappir
- (6) damage to

(D) "Pattern" n short, evidencing

(E) "Family" n resides in the san

(F) "Electronic sounds, data, int part by any dev radio, computer.

(G) This secti tion of this Stat -server performi

legitimate purpose and causes the person and would cause a reasonable person in his position to suffer mental or emotional distress. Harassment in the first degree may include, but is not limited to:

- (1) following the targeted person as he moves from location to location;
- (2) visual or physical contact that is initiated, maintained, or repeated after a person has been provided oral or written notice that the contact is unwanted or after the victim has filed an incident report with a law enforcement agency;
- (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;
- and
- (4) vandalism and property damage.

(B) "Harassment in the second 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 and would cause a reasonable person in his position to suffer mental or emotional distress. Harassment in the second degree may include, but is not limited to, verbal, written, or electronic contact that is initiated, maintained, or repeated.

(C) "Stalking" means a pattern of words, whether verbal, written, or electronic, or a pattern of conduct that serves no legitimate purpose and is intended to cause and does cause a targeted person and would cause a reasonable person in the targeted person's position to fear:

- (1) death of the person or a member of his family;
- (2) assault upon the person or a member of his family;
- (3) bodily injury to the person or a member of his family;
- (4) criminal sexual contact on the person or a member of his family;
- (5) kidnapping of the person or a member of his family; or
- (6) damage to the property of the person or a member of his family.

(D) "Pattern" means two or more acts occurring over a period of time, however short, evidencing a continuity of purpose.

(E) "Family" means a spouse, child, parent, sibling, or a person who regularly resides in the same household as the targeted person.

(F) "Electronic contact" means any transfer of signs, signals, writings, images, sounds, data, intelligence, or information of any nature transmitted in whole or in part by any device, system, or mechanism including, but not limited to, a wire, radio, computer, electromagnetic, photoelectric, or photo-optical system.

(G) This section does not apply to words or conduct protected by the Constitution of this State or the United States, a law enforcement officer or a process server performing official duties, or a licensed private investigator performing

660.

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No. 121 (S.22), Pt V,

cc.

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stalking; rebuttable

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2017 CP-17-386

FILED

Greg Hackney  
619 Sycamore Street  
Decatur, Ga. 30030

2017 OCT 31 PM 5:13

October 30, 2017

CLERK OF COURT  
JASPER COUNTY

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, SC. 29936

Sheriff Office, Records:

Per the South Carolina Freedom of Information Act 30-4-10, I requested copy of the Wal-Mart video on September 20<sup>th</sup>, 2017 that confirmed Peacock Auto Mall Security Vehicle and personnel following me from their property to the Wal-Mart parking lot including stopping near where I was parked. I received a DVD (Video) copy that cannot be played, reviewed or copied on October 20<sup>th</sup>, 2017.

The video is to be entered into Jasper County Court Records per County Clerk in response to a summons including an injunction hearing. I informed Judge Mullins a copy would be forwarded to her when I receive a playable DVD (Video) from Jasper County Sheriff Office.

Key Points of Reference per Video:

The vehicle followed me to Wal-Mart and then proceeded to go back and forth near me before parking in sight of myself and my vehicle. (estimated 6 plus minutes) Upon leaving I approached the vehicle, confirmed it was Peacock Security Personnel driving the White Explorer and addressed their repeated harassment and surveillance off their premise. The video confirms their actions as upon leaving the Wal-Mart parking lot Peacock Security Vehicle left without entering the Wal-Mart confirming their unwarranted offensive behavior.

Deputy Chief Morris and I confirmed the DVD would play on his Microsoft Computer with Microsoft Media Player; regardless, my attempts to play the video include two Best Buy, one Staples and one UPS Store all whom have Microsoft Computers with medial player; all 4 attempts to play, review and copy the DVD Video were unsuccessful; the computer techs names and numbers at Best Buy, Staples and manager at the UPS Store can be provided upon request. The 4 attempts do not include my MacBook Pro that will not play the DVD video.

The Computer Tech at Staples confirmed the DVD video is coded with Visual Intelligence Software for evidence review and their computers do not have the software allowing him to play, review or copy the DVD. We attempted to load the software to my computer from MarchNetworks.com as they provide the Visual Intelligence Software; the download attempt was unsuccessful. Staples in store Computer Policy would not allow him to download the software to their computer; I confirmed the same for Best Buy.



Below is the process to open and play the current video per the Wall-Mart IP personnel that copied the original video.

Process:

1. Open to 17-2176
2. Open to Evidence Files
3. Open to case 114

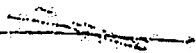
Upon opening to case 114 a drop down box appears and notes: Format Unavailable etc. (exact wording differed per computer attempt)

I appreciate the Sheriff's Office responding promptly to my FOIA request but the DVD Video cannot be played, reviewed and/or copied; also, local technical support providers efforts to play, review and copy the DVD video were not successful including software download restrictions as such I feel the FOIA request has not been met.

If applicable, I was informed there are coding options that will re-code to a computer friendly Microsoft or Macintosh computer including a 2<sup>nd</sup> option; many computers can record the video to a friendly coded DVD. I am not sure of the FOIA laws or restriction that may prevent re-recording a video as such option may not be applicable.

I am open to any other ideas or options but request a DVD that is not coded with Visual Intelligence Software used for evidence review; my efforts to play, review and copy the video the past two weeks have been unsuccessful and as noted above include local and qualified techs that assisted me on my efforts.

Regards,

  
Greg Hackney

CC.  
South Carolina Troopers Office  
Attn. Trooper Klemmons (sp)  
407 Live Oak Road  
Ridgeland, SC. 29936

CC.  
Jasper County Clerks Office  
Attn. Margaret Bostick  
265 Russell Street  
Ridgeland, SC. 29936

CC.  
Judge Mullins  
102 Industrial Village Road  
Beaufort, SC. 29906

CC.  
Bradford Neal Martin and Associates  
Attn. Brad Martin  
201 West McBee Avenue, Suite 302  
Greenville, SC. 29603

## RE: FOIA, 2nd Request and Injunction hearing Responses

December 07, 2017 at 9:44 AM

From "Mullen, Carmen T. Law Clerk (Crystal Swinford)" to 5 recipients

Pursuant to 30-4-100, Judge Mullen would like to have a hearing on this matter tomorrow, Friday, Dec 8th at 11:30 in Jasper County. Please confirm your availability.

Thank you,

Crystal

Crystal H. Swinford, Esq.  
Law Clerk to the Honorable Carmen T. Mullen  
Fourteenth Judicial Circuit

From: Greg Hackney [mailto:floridaexperiment@icloud.com]  
Sent: Monday, October 30, 2017 2:04 PM  
To: Mullen, Carmen T. Law Clerk (Crystal Swinford) <CMullenLC@sccourts.org>; Taylor Moore <tmoore@bnmlaw.com>  
Subject: FOIA, 2nd Request and Injunction hearing Responses

Attached is a letter delivered to the Jasper County Sheriff's Office, Judge Mullen's Office (Beaufort County Clerk), Jasper County Clerks Office and the South Carolina State Troopers Office. (Letter mailed to Bradford Martin and Associates) The letter references my attempt to receive a readable and viewable DVD Video that can be copied. I requested the DVD/Video as per Freedom of Information Act request I submitted to the Jasper Count Sheriff department.

The viewable DVD will be forwarded to Judge Mullen's office including a copy to the Jasper County Clerk's Office and Bradford Martin & Associates; I will include my response to the questions asked on August 24th, 2017 by Bradford Martin to John Lyon's including and referencing his response.

There were numerous questions and responses from John Lyons I could not address to the court because the time constraints as per the ongoing murder trial.

Noted: The Injunction hearing was during a lunch break as per mentioned Murder Trial above.

Regards,

Greg Hackney  
678-855-2975

--- CONFIDENTIALITY NOTICE --- This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

December 7, 2017 at 9:54 AM

From "Mullen, Carmen T. Law Clerk (Crystal Swinford)" to 5 recipients

More

Pursuant to 30-4-100, Judge Mullen would like to have a hearing on this matter tomorrow, Friday, Dec 8th at 11:30 in Jasper County. Please confirm your availability.

Thank you,

Crystal

**Crystal H. Swinford, Esq.**

Law Clerk to the Honorable Carmen T. Mullen

Fourteenth Judicial Circuit

From: Greg Hackney [mailto:floridaexperiment@icloud.com]

Sent: Monday, October 30, 2017 2:04 PM

To: Mullen, Carmen T. Law Clerk (Crystal Swinford) <CMullenLC@sccourts.org>; Taylor Moore <tmoore@bnmlaw.com>

Subject: FOIA, 2nd Request and Injunction hearing Responses

Attached is a letter delivered to the Jasper County Sheriff's Office, Judge Mullen's Office (Beaufort County Clerk), Jasper County Clerk's Office and the South Carolina State Troopers Office. (Letter mailed to Bradford Martin and Associates). The letter references my attempt to receive a readable and viewable DVD Video that can be copied. I requested the DVD/Video as per Freedom of Information Act request I submitted to the Jasper County Sheriff department.

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There were numerous questions and responses from John Lyons I could not address to the court because the time constraints as per the ongoing murder trial.

Noted: The injunction hearing was during a lunch break as per mentioned Murder Trial above.

Regards,

Greg Hackney

678-855-2975

December 1, 2017 at 1:55 PM

From: David L. Tedder

To: "Mullen, Carmen T. Law Clerk (Crystal Swinford)" > Greg Hackney > Sheriff's Office >

Cc: Margaret Bostick > Taylor Moore > "Earl Bostick Jr." >

FOIA 2nd Request.docx 183.6 KB, FOIA 17-04...d response.pdf 1.23 MB

Dear Ms. Swinford and Judge Mullen:

I received the message below this morning; this is the first notice to my office that a hearing was being requested or scheduled, or that there were continued issues with the FOIA request of Mr. Hackney. My office responded to the earlier FOIA request of Mr. Hackney for a CD a 911 call on August 26, 2017 with the assistance of the Sheriff's Department by email dated October 9, 2017, and documents were produced by the Sheriff's Department directly to Mr. Hackney on October 12<sup>th</sup>. I was unaware of any further FOIA request, and was of the impression the County had fully complied.

Neither Jasper County nor the Sheriff's Department are parties to the underlying lawsuit between Mr. Martin's client and Mr. Hackney. Nevertheless, as a public body, Jasper County is committed to being responsive to any request from the Court for information or my appearance. I have this morning obtained a copy of the letter dated October 30<sup>th</sup> from Mr. Hackney to the Sheriff's Office, which is the first notice to my office that there was an alleged FOIA issue with the DVD obtained by the Sheriff's Department and provided to Mr. Hackney.

Prior to this email today, I have attempted to speak with the Chief Deputy who has been assisting Mr. Hackney this morning to determine if there is a readily available solution. I have been unable as of this time to speak with him. I did speak with our County IT Department to determine if they could assist the Sheriff's Department with the conversion from the current format to a Windows Media Player format, and I have been informed IT could assist with that and likely could produce a copy early next week. The IT personnel to assist are unavailable today or tomorrow to attempt the conversion.

I say all of this to all concerned to preface my request to Judge Mullen to be able to call in to this hearing; I have a long standing commitment to attend the South Carolina County Attorneys CLE meeting in Columbia tomorrow, and was scheduled to leave this afternoon to avoid some of the sketchy weather. Please advise if I can attend by conference call; I am advised by Clerk of Court Margaret Bostick there is a capability to do so. In the hopes that I might be granted that privilege, I have attached the original FOIA Request, the response of Jasper County on October 9<sup>th</sup>, and the letter I received from Attorney Brad Martin's office setting forth the issues Mr. Hackney appears to be having with the Sheriff's attempts to provide a copy of the DVD.

David L. Tedder, Esq., AICP

Jasper County Attorney

POB 420

Ridgeland, SC 29936

(843) 717-3688

(843) 726-3240 (fax)

[dtedder@jaspercountysc.gov](mailto:dtedder@jaspercountysc.gov)

From David Tedder to 8 recipients

More

I have been advised that the DVD has been converted by the IT Department. Out of an abundance of caution, I am having Chief Deputy Morris take it home this evening to a non-governmental PC and confirm it will play, as well as playing it in his daughter's Apple Mac. The DVD will be available for pick-up at the Sheriff's Department tomorrow after 9 am, at the information window.

David L. Tedder, Esq., AICP  
Jasper County Attorney  
POB 420  
Ridgeland, SC 29936  
(843) 717-3688  
(843) 726-3240 (fax)  
[dtedder@jaspercountysc.gov](mailto:dtedder@jaspercountysc.gov)

An Equal Opportunity Employer.

CONFIDENTIALITY NOTICE: This electronic e-mail transmission is protected by the Electronic Communications Privacy Act, 18 USC §§ 2510-2521. This transmission and any attachments accompanying it has been sent by a lawyer or his/her employee. It may contain information from the Office of the Jasper County Attorney that is confidential, privileged, proprietary, a work product, trial preparation materials, or otherwise illegal and legally exempt from disclosure. If you are not the intended recipient, you are notified that any reading, printing, copying, interception of, or retention or disclosure of this message or any part of it or any attachments is not authorized, and in some instances, may be unlawful. If you have received this message in error, please delete the message and any attachments from your computer or e-mail system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach and apply to this communication. Thank you for your cooperation.

263

From: Greg Hackney [mailto:floridaexperiment@icloud.com]

Sent: Monday, December 11, 2017 9:35 AM

To: Mullen, Carmen T. Law Clerk (Crystal Swinford) <CMullenLC@sccourts.org>

Cc: David Tedder <dtedder@jaspercountysc.gov>; Taylor Moore <tmoore@bnmlaw.com>; Sheriff's Office <jcsheiff@jaspercountysc.gov>; Margaret Bostick <mbostick@jaspercountysc.gov>; Brad Martin <bmartin@bnmlaw.com>; Gwen Martin <gmartin@bnmlaw.com>; Laura Teer <lteer@bnmlaw.com>

Subject: Re: FOIA, 2nd Request and Injunction hearing Responses

I apologize for not being able to respond to the email request for a hearing on Friday December 8th, 2017;  
I did not access my email Thursday or Friday. Please feel free to call my cell phone anytime, 678-855-2975.

Deputy Chief Morris returned the same DVD and informed me per their lawyer they had fulfilled their responsibility per my FOIA 1st and 2nd request. To date, I cannot play the DVD and my thoughts remain the same per my 2nd FOIA request document filed to the court.

IT assistance would be appreciated as noted in the email below; feel free to contact me on my cell phone, 678-855 -2975.

# e: FOIA, 2nd Request and Injunction hearing Responses

December 13, 2017 at 9:01 AM

• 8 recipients

Mo

Thank you.

My schedule will allow for me to pick up the video on Thursday, December 13th, 2017.

Regards,

eg Hackney

On Dec 12, 2017, at 03:43 PM, David Tedder <dtedder@jaspercountysc.gov> wrote:

I have been advised that the DVD has been converted by the IT Department. Out of an abundance of caution, I am having Chief Deputy Morris take it home this evening to a non-mental PC and confirm it will play, as well as playing it in his daughter's Apple Mac. The DVD will be available for pick-up at the Sheriff's Department tomorrow after 9 am, information window.

David L. Tedder, Esq., AICP  
Jasper County Attorney  
POB 420  
Ridgeland, SC 29936  
(843) 717-3688  
(843) 726-3240 (fax)  
[dtedder@jaspercountysc.gov](mailto:dtedder@jaspercountysc.gov)

An Equal Opportunity Employer.

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Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

RE: Tab 7  
Trespassing Notice  
September 22<sup>nd</sup>, 2017, Wal-Mart Video  
Incident Report/Update Filing

**Jasper County Sheriff Records:**

As per below, I met with John Lyons on Wednesday September 13<sup>th</sup>, 2017 (twice) and again on Friday September 15<sup>th</sup>, 2017; (Dodge, Ram, Jeep Dealership) all three visits there were no Trespass issues. The following Friday, September 22<sup>nd</sup>, 2017 I went to address my concern to John Lyons as he confirmed in the visits he would communicate to his employees again insuring no more Harassment and Intimidation.

The meeting was short, he informed me not to Trespass moving forward and confirmed it was through his direction the Peacock Security Vehicle followed me into the Wal-Mart parking lot.

Other Documents Tab 8  
Jasper County Sheriff Summary  
Pages 1-7

No Trespass Notice  
"One Signature"

Jasper County Sheriff Summary  
Narrative, Deputy Sheriff Smith Tab 6

**Noted:**  
The Deputy Sheriff Summary confirms my intentions, good, honest and to get clarification prior filing charges.

wanted to talk with John Lyons before pursuing any charges  
John Lyons and I spoke days prior (September 20<sup>th</sup>, 2017 – Wal-Mart Video) and was promised there would be no more Harassment from his employees including cussing, stealing of my signs, car keys theft,

breach of my vehicle and/including other Harassment. I wanted to insure it was not a rogue employee not understanding his direction to his employees.

able to meet with Lyons and that the meeting did not go well being trespassed from the entire Auto Mall.

The previous Wednesday - September 13<sup>th</sup>, 2017 and Friday - September 15<sup>th</sup>, 2017; I entered the Dodge, Ram, Jeep Dealership where I met directly with John Lyons; I intended to follow the same direction (okay to enter the Dealership) as the previous times we met and did not feel that there was a Trespass issue. As noted, no Trespass issues during or post meetings September 13<sup>th</sup>, 2017 and September 15<sup>th</sup>, 2017 respectively.

I entered his office and there were three Peacock Auto Mall Security Persons with him and informed of the Trespass. There was a different tone to our conversation from days prior. Noted, my conduct had not changes. Perhaps the Peacock Auto Mall security vehicle getting caught on a Wal-Mart camera harassing me changed the atmosphere and his tone to hostility!

Timeline: Meetings

Tuesday - September 12<sup>th</sup>, 2017:

I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers. *Tim*

1. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership. *asked me*

Wednesday - September 13<sup>th</sup>, 2017:

Meeting with John Lyons:

I was allowed on Dodge, Ram Jeep Dealership for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the issues we discussed on our meeting.

Thursday - September 14<sup>th</sup>, 2017:

No activity as I told John the previous day that I would give him this day to review the Issues we discussed and would return Friday afternoon to resume our discussions.

Friday - September 15<sup>th</sup>, 2017:

I returned to the Dodge, Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of Hilton Head Hyundai.

Jasper County Sheriff's office

Summary

Page 2

Stated that Hackney is mostly off the property doing this

My activity informing the public of Hilton Head Hyundai's behavior is on South Carolina State HWY 278; I do not go on their premise!

Recently Lyons invited Hackney to meet at his office to discuss the situation with the intent of possible resolution.



Tuesday - September 12<sup>th</sup>, 2017:

I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

I was asked what could they do to resolve the issue, I requested a meeting with the owner. They agreed to get back to me and as such a few hours later they returned and said I could meet with John Lyons.

ANOTHER LIE!

They represented themselves as a neutral party, managers at one of the other Peacock Auto-Mall Dealerships; after the ZERO Integrity interaction with the Hilton Head Hyundai employees I took the managers at their word and thought a good gesture. They were present in the meeting with John Lyons on September 13<sup>th</sup>, 2017. I later was informed they were actually managers at the Hilton Head Hyundai SHAMEFUL!

One gentleman was the person who attempted to defuse the Hertz Rental Car Conversion of Property by informing me they own the Hertz Rental Car on their premise!

On September 25<sup>th</sup>, 2017 Lyons was advised that Hackney was on their property and wished to meet with him again. Lyons did meet with him and once again no resolution was reached.

The date of the trespass was September 22<sup>nd</sup>, 2017; there was no meeting on the September 25<sup>th</sup>, 2017 including any meeting to resolve any issues. The day of the trespass was September 22<sup>nd</sup>, 2017 and was to clarify the intent and of their Security Vehicle following me into the Wal-Mart Parking lot.

*I'm going to Kill you! I'm going to hurt you!*  
*Ridiculous, no comment!*

October 4<sup>th</sup>, 2017 - Supplement

Noted: On October 4<sup>th</sup>, 2017 I was doing activity on median across from the Peacock Auto Mall and the same Deputy Sheriff who was driving the official Sheriff Vehicle on Labor Day stopped along with the same gentleman in the Black Truck. The Deputy Sheriff informed me that they had a video of me flagging down cars and stopping traffic; they began talking as the gentleman driving the black truck was inside his vehicle so I approached them and told them to call South Carolina State Trooper Kelley and when he arrives we can all watch the video. (Understanding there was not video of me stopping or blocking traffic) I returned to my activity with my back to them; moments later they drove off without addressing anything about a video including speaking to me!

Deputy Sheriff Smith completed the Trespass notice and I signed it; I had retrieve a copy with both signatures at the Jasper County Sheriff's Office, IE. John Lyons Signature. (He signed it after I)  
(Enclosed is my copy without his signature!)

Regards,

Greg Hackney

# Jasper County Sheriff's Office

## Summary

Print Date/Time: 11/30/2017 09:23  
 Login ID: bbrown  
 Case Number: 2017-00002175

ORI Number:

Jasper County Sheriff's Office  
 SC0270000

### Case

Case Number: 2017-00002175  
 Location: AUTO MALL BLVD /  
 INDEPENDENCE BLVD  
 Hardeeville, SC 29927  
 Reporting Officer ID: 579285 - Melnick

Incident Type: Disturbance  
 Occurred From: 09/22/2017 14:09  
 Occurred Thru: 09/22/2017 14:09  
 Disposition:  
 Disposition Date:  
 Reported Date: 09/22/2017 14:09 Friday

### Offenses

| No. | Group/ORI | Crime Code | Statute | Description | Counts |
|-----|-----------|------------|---------|-------------|--------|
|-----|-----------|------------|---------|-------------|--------|

### Subjects

| Type        | No. | Name                    | Address                                     | Phone | Race  | Sex  | DOB/Age          |
|-------------|-----|-------------------------|---------------------------------------------|-------|-------|------|------------------|
| Complainant | 1   | Lynos, John             | 265 AUTO MALL BLVD<br>Hardeeville, SC 29927 |       | White | Male | 01/19/1968<br>49 |
| Other       | 1   | hackney, greg           | 619 SYCAMORE ST<br>DECATUR, GA              |       | White | Male | 04/20/1965<br>52 |
| Witness     | 1   | Unphries, Arley         | 265 AUTO MALL BLVD<br>Hardeeville, SC 29927 |       | White | Male | 02/25/1990<br>27 |
| Witness     | 2   | HERNANDEZ, MICHAEL ADAM | 265 AUTO MALL BLVD<br>Hardeeville, SC 29927 |       | White | Male | 07/10/1978<br>39 |

### Arrests

| Arrest No. | Name | Address | Date/Time | Type | Age |
|------------|------|---------|-----------|------|-----|
|------------|------|---------|-----------|------|-----|

### Property

| Date | Code | Type | Make | Model | Description | Tag No. | Item No. |
|------|------|------|------|-------|-------------|---------|----------|
|------|------|------|------|-------|-------------|---------|----------|

### Vehicles

| No. | Role | Vehicle Type | Year Make | Model | Color | License Plate | State |
|-----|------|--------------|-----------|-------|-------|---------------|-------|
|-----|------|--------------|-----------|-------|-------|---------------|-------|

### Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

## Supplement

On September 22, 2017 I issued Greg Hackney a trespass notice for the entire Peacock Auto Mall property. All copies were issued.

### Deputy's Narrative

#### Disturbance

##### Synopsis:

On September 25, 2017 at approximately 1409 hrs. Sgt. Melnick responded to 265 Auto Mall Blvd. (Peacock Auto Mall) in Jasper County, South Carolina and met with John Lyons.

##### Interview with John Lyons:

Lyons stated that he is the President of the Peacock Auto Mall. Greg Hackney was a customer from the Hyundai dealership who has an issue with the service from that store. Hackney has been protesting in front of the Auto Mall for approximately one month. He stated that Hackney is mostly off the property while doing this. Recently Lyons invited Hackney to a meeting at his office to discuss the situation with the intent of a possible resolution. This meeting was unsuccessful and Hackney left the premises and continued protesting off the property in front of the Auto Mall.

On September 25, 2017 Lyons was advised that Hackney was on the property and wished to meet with him again. Lyons did meet with him and once again no resolution was reached. When Hackney was leaving he stated to him "I'm going to kill you". He asked Hackney if that was a threat and Hackney replied "I'm going hurt you". Hackney then entered his vehicle and departed the property. Lyons requested a report be filed and Hackney be placed on Trespass Notice from the property.

##### Interview with Michael Hernandez:

Hernandez stated that he is the Director of security at the Auto Mall. He stated that he observed and heard Hackney say to Lyons "I'm going to kill you". He heard Lyons ask if he was threatening him and then he heard Hackney state "I'm going to hurt you". He observed Hackney get into his vehicle and drive off the property.

##### Interview with Arley Umphries:

Umphries stated that he is employed with the Auto Mall as security. He observed and heard Hackney say to Lyons "I'm going to kill you". He heard Lyons ask Hackney if that was a threat. He heard Hackney state "I'm going to hurt you". He then observed Hackney leave the property in his vehicle.

##### Officer action/Observation:

Upon arrival this officer met with Lyons, Hernandez and Umphries. Lyons made the listed statement. Hernandez and Umphries made the listed statements and provided written statements. Hackney was not on the property at this time. I provided Lyons with a Victim's form and a case number. He was advised that if anyone at the Auto Mall observed Hackney in the area to contact the Jasper County Sheriff's Office for a Trespass Notice to be completed and served on Hackney. Lyons was advised of the Trespass Notice procedures.

After clearing the call and leaving the Auto Mall property, I heard Deputy Smith advise over the communications radio that he was with Hackney. Deputy Smith was advised to complete a Trespass Notice on Hackney and provide this information and a copy to Lyons at the Auto Mall. Deputy Smith placed Hackney on trespass notice and completed a supplement to this report. Nothing further to report at this time. Resumed duties.

##### Attachments:

Copy of Victim's form  
Written statements from Hernandez and Umphries

Written statement

VOLUNTARY STATEMENT  
(NOT UNDER ARREST)

PAGE NO. 1 OF 1 PAGES

Michael Hernandez am not under arrest for, nor am I being detained for any criminal offenses concerning the events I am about to make known to SGT. McWILL.  
Without being accused of or questioned about any criminal offenses regarding the facts I am about to state, I volunteer the following information of my own free will, for whatever purposes it may serve.  
Ph. 841 304 418

I am 38 years of age, D.O.B. 7-10-78 and I live at 145 HERWOOD LN BFT SC 29907

On 9-22-17 at approx 1425 hrs while walking out of the Chrysler dealership overheard a white male (protestor) say to John Lyons "I'm going to kill you." Upon hearing this John Lyons asked him if he was threatening him - to which the white male (protestor) stated "I'm going to hurt you." He then got into his vehicle and drove off the property.

SGT. McWILL  
McWILL

I have read each page of this statement consisting of 1 page(s), each page of which bears my signature, and corrections, if any bear my initials, and I certify that the facts contained herein are true and correct.

Dated at 245 Auto Mall Blvd, this 22 day of September

WITNESS: SGT. McWILL

WITNESS: \_\_\_\_\_

[Signature]  
Signature of person giving voluntary statement

VSNUA1014

Trespass notice



JASPER COUNTY SHERIFF'S

P.O. Box 784, Ridgeland, South Carolina 29951  
TELEPHONE (803) 724-7777 FAX (803) 724-7775

7-2175

TRESPASS NOTICE FORM

Date of Incident: 9/22/17 Time of Incident: 3:00 DAY PM

Incident Location: Pracker Auto Mart Independence Blvd

Person Receiving Trespass Notice: Greg Mackney

Address: By Law of SC Tel: #

| Sex      | Date of Birth | Race     | Height    | Weight     | Eye Color  | Hair       |
|----------|---------------|----------|-----------|------------|------------|------------|
| <u>M</u> | <u>65</u>     | <u>W</u> | <u>59</u> | <u>175</u> | <u>BLU</u> | <u>BLN</u> |

The undersigned having the legal right of possession of the dwelling house, place of business or premises described herein requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

John Lyon  
Print Name of Person Requesting Trespass Notice

[Signature]  
Signature of Person Requesting Trespass Notice

TO: Greg Mackney  
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

Pracker Auto Mart Independence Blvd. Ridgeland SC 29927

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.\* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

Dates Trespass Prohibited: 9/22/17 to 9/22/18 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☒ In Person ☐ Via Certified Mail

COY. WILKIN  
Print Name of Person Receiving Trespass Notice

[Signature]  
Signature of Person Receiving Trespass Notice

Deputy J. Smith  
Print Name of Officer Serving Trespass Notice

[Signature]  
Signature of Officer Serving Trespass Notice

\* Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of the State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivision shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on land of another.

WHITE- Sheriff

YELLOW - Dispatch

PINK - Property Owner

GOLDENROD - Suspect

Victim's Form

# JASPER COUNTY

## \*Victim Notification Information Form\* CONFIDENTIAL INFORMATION

Receiving Correctional Officer: \_\_\_\_\_

|                                                                                    |                                                                                                                       |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>VICTIM INFORMATION</b> (South Carolina Statute 16-3-1515) CASE # <u>17-2175</u> |                                                                                                                       |
| Name of Victim: <u>PEARCE ATO MALL</u>                                             | Victim is: <input type="checkbox"/> deceased, <input type="checkbox"/> minor or <input type="checkbox"/> Mentally Ill |
| Physical Address: <u>265 AUTO MALL BLVD. HANOVER SC 29927</u>                      |                                                                                                                       |
| Telephone #: (H) <u>843-268-1511</u>                                               | (B) _____ Emergency #: _____                                                                                          |
| Relative or Contact Person: <u>JOLIA LYONS</u>                                     |                                                                                                                       |
| Physical Address: <u>SAME</u>                                                      | Telephone #: <u>843-505-0195</u>                                                                                      |
| SUSPECT'S NAME: <u>GREG HACKNEY</u>                                                | DATE OF INCIDENT: <u>9-22-17</u>                                                                                      |
| INCIDENT TYPE: <u>DISTURBANCE</u>                                                  |                                                                                                                       |

In order for law Enforcement to make a reasonable attempt to contact you of the arrest and of the appropriate court proceedings or procedure; it is your responsibility to notify the appropriate agency of any change in your address or phone number.

|                                           |                                           |
|-------------------------------------------|-------------------------------------------|
| BOND HEARING: Time: _____                 | TYPE OF COURT & SCHEDULE: Time: _____     |
| Date: _____                               | Date: _____                               |
| <input type="checkbox"/> Magistrate Court | <input type="checkbox"/> Magistrate Court |
| <input type="checkbox"/> Municipal Court  | <input type="checkbox"/> Municipal Court  |
|                                           | <input type="checkbox"/> General Sessions |

I do ☒ do not ☐ wish to be present for bond hearing.

I do ☒ do not ☐ wish to be contacted when the defendant is release from jail.

The following efforts were made to contact the victim:

| Phone Number Called | Date/Time | Reason | Name Of Caller | Person Notified | Not Notified |
|---------------------|-----------|--------|----------------|-----------------|--------------|
|                     |           |        |                |                 |              |
|                     |           |        |                |                 |              |

**BOND RECOMMENDATION**

As a victim of a crime, I have received a copy of the Victim Notification Information Form provided to me and I agree the victim information is correct.

[Signature] 9-22-17 [Signature] 9-22-17

Victim's Signature Date Officer's Signature Date

White Copy - Attach to Report      Yellow Copy - Court      Pink Copy - Detention Center      Goldenrod - Victim

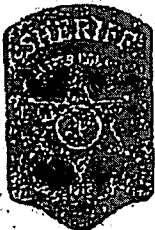
## Supplement/Melnick

### Synopsis:

On October 4, 2017 Sgt. Melnick spoke with Mike Hernandez via telephone in reference to Gene Hackney at the Peacock Auto Mall.

### Officer action/Observation:

I spoke with Hernandez who advised that the Peacock Auto Mall received a call from a customer that the gentleman outside protesting ( Gene Hackney ) was flagging people down and stopping them. He was telling them not to do business there. Hernandez was advised by his supervisor to contact the Jasper County Sheriff's Office to report the updated information. Hernandez was advised that a supplement would be completed. Nothing further to report at this time. Resumed duties.



# JASPER COUNTY SHERIFF'S

P.O. Box 986, Ridgeland, South Carolina 29936  
TELEPHONE: 843-726-7777 FACSIMILE: 843-726-7778

## TRESPASS NOTICE FORM

Date of Incident: 9/22/17 Time of Incident: 300 ☐ AM ☒ PM

Incident Location: Proctor Auto Mall Independence Blvd

Person Receiving Trespass Notice: Greg Mackney

Address: 14211 Big Cedar Big Cedar CA 30143 Tel: # 678-855-2975

| Sex      | Date of Birth  | Race     | Height    | Weight     | Eye Color  | Hair       |
|----------|----------------|----------|-----------|------------|------------|------------|
| <u>M</u> | <u>4/26/65</u> | <u>W</u> | <u>59</u> | <u>175</u> | <u>BLU</u> | <u>BLN</u> |

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

John Lyman  
Print Name of Person Requesting Trespass Notice Signature of Person Requesting Trespass Notice

TO: Greg Mackney  
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

Proctor Auto Mall Independence Blvd Hartsville SC 29927

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.\* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

Dates Trespass Prohibited 9/22/17 to 9/22/18 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☒ In Person ☐ Via Certified Mail

Greg Mackney  
Print Name of Person Receiving Trespass Notice Signature of Person Receiving Trespass Notice

Deputy J. Smith  
Print Name of Officer Serving Trespass Notice Signature of Officer Serving Trespass Notice

Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State jurisdiction. The provision of this section shall be in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of



Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 24<sup>th</sup>, 2018

Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

RE: Tab 8

Case Number, 2017 00002597 – Larceny – Briefcase  
Reporting Officer: Sheriff Deputy Smith  
Incident Report Update/Filing

Jasper County Sheriff Records:

Location:

South Carolina Highway 278.  
Median – Entrance - Peacock Auto Mall - Hilton Head Hyundai Dealership and OC Welch Car Dealership.

Other Documents Tab 8:

Jasper County Sheriff's Office  
Summary

A letter from Scott Henthorn.

Confirming he saw a Silver truck throw a book bag into a truck, also confirming no one attempted to contact him.

Honorable Carmen T. Mullen.

Order – Denying Restraining Order – October 31, 2017.

Jasper County Sheriff's Office Summary

Narrative:

Missing Time Stamps – Date of Entry.

Interview with Greg Hackney

to have it near him

The reason I had my briefcase bungie corded to the drainage is the following; one sign and a one set of car keys stolen in front of the Hilton Head Hyundai and Peacock Auto Mall Dealerships. Also, a sign was

stolen from my car as it was missing upon returning one evening from shopping. It was not near me. I thought it would be safe located in the HWY 278 median fastened to a drainage ditch that is located below street level making it difficult to see as persons would be driving by! My thinking was best effort but wrong!

(September 1st, 2017 Case Number 2-017-00001995 – Stolen Car Keys)

Additional items

MacBook 13' Computer check book etc.

Officer's Actions – Supplement:

November 1<sup>st</sup>, 2017

I will attempt to make contact with the sales person on November 2<sup>nd</sup>, 2017 once they open for business

November 2<sup>nd</sup>, 2017

Later in the afternoon I attempted to make contact with the salesperson Hackney supposedly talked to with and had a negative contact with any salesperson

OC Welch Sales Person Scott Henthorn

After my briefcase was stolen I did not have a Credit Card or Cash/Check so I had to borrow 20 dollars from OC Welch at OC Welch Dealership located across from where the items were stolen. I was leaving the dealership and a few sales people said hello and asked me how I was doing and upon explaining the theft incident Scott Henthorn, an OC Welch Sales Person explained moments earlier he saw a person throw a black back pack into a silver truck.

Enclosed, view letter from Scott Henthorn

What is a negative contact? Appears to be No attempt made?

Make Sense?

"I attempted to make contact with the salesperson Hackney supposedly talked to with and had a negative contact with any salesperson"

I was attempting to give Jasper County Lt. Smith the name of the person but the phone D/C or as I felt Lt. Smith hung up on me. I am not sure what/how attempts were made or but he could have simply called me or stopped by were I typically am located IE in front of the Hilton Head Hyundai Dealership located just across the Highway 278 median. Good Grief great investigative work! "Supposedly" defines his thinking!

Deputy Smith made no attempt to contact me after we met on November 1<sup>st</sup>, 2017 including any effort to obtain the name of the only witness to the Theft.

I made contact SCDOT at their facility in Ridgeland, SC regarding the briefcase being stolen

During the afternoon persons in a truck were walking the median picking up trash and I was not concerned about theft as I watched them walk pass my briefcase; my only thought was to address their concern if one of them stopped as I would have approached them accordingly to explain as it may look suspicious to them bungee corded to a drainage ditch. The individuals walked pass back and forth then into their truck and left not addressing any concern.

Noted, I was not concerned of these individuals involved in my briefcase being stolen from the median on Highway 278. I was upset after the event and do not recall a conversation or concerned regarding SCDOT as they had left prior the event so I am not sure why Sheriff Deputy Smith called SCDOT. I had ZERO concern of the individuals walking the median picking up trash as I saw them leave prior my briefcase being tossed into a Silver Truck per Scott Henthorn.

"He placed his Briefcase in the Median with him"

The reason I had my briefcase bungee corded to the drainage is the following; one sign and a one set of car keys stolen in front of the Hilton Head Hyundai and Peacock Auto Mall Dealerships. Also, a sign was stolen from my car as it was missing upon returning one evening from shopping. It was not near me. I thought it would be safe located on the HWY 278 median fastened to a drainage ditch that is located below street level making it difficult to see as persons would be driving by! My thinking was best effort but wrong!

First Sign Stolen:

I went shopping at a few businesses.

Upon leaving Wal-Mart after my daily activity I put my sign in the back seat, it is large and could be seen as it was almost touching the ceiling of my car. Prior my last stop I noticed it was missing, well I would define as stolen because two Apple Computers (MacBook 13' and MacBook Pro 15 - Retina) one of which was in the back seat - both still in the car.

South Carolina State Troopers Office:

As noted, my concerns are and have been with the Jasper County Sheriff's Office lack of effort protecting my First Amendment Rights. As such, I contacted the State Troopers Office in Ridgeland, SC. to ask for their assistance since it is a State Highway; an officer said he would see if any cameras during this timeframe might have video of the Silver Truck.

Important Time Frame:

The previous evening at 5:31PM The Honorable Judge Carmen T. Mullen denied Hilton Head Hyundai's request for a Restraining Order. An individual may wonder and think, the following day all my identification, credit cards, cash and computers are stolen; as stated, I live in Atlanta and one might think the theft would force me to leave town but I was back the next day informing the public of Hilton Head Hyundai's behavior!

Point of Reference:

1. The Briefcase included my name and phone number so if a person thought it was suspicious or lost they could have called me.
2. I Inquired with the Hardeeville Police Station regarding anyone dropping of a briefcase.
3. Cancelled my Credit Cards but left a gas card open and there were no unauthorized charges post the theft! I would think if a thief took my briefcase there would be an attempt to use an open card?
4. Scott Henthorn informed me it appeared to be a new pick-up truck. (THIEF?)
5. It is very difficult to see drainage ditch at random, not to mention at 60 miles per hour!

6. Point, if my Briefcase was not turned in because it looked suspicious and there were no charges on an open credit card then one would think the Incident served another purpose. (NOTED, IMPORTANT TIME FRAME per above.)

7. It appears no attempt was made to contact the person who witnessed the theft; I asked for a letter and he provided one to be filed with the Jasper County Sheriff's Office. He also informed me the Sheriff's Office did not attempt to contact him.

Regards,

Greg Hackney

Jasper County Sheriff Office  
Lt. Smith  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

# Jasper County Sheriff's Office

## Summary

Print Date/Time: 11/30/2017 09:27  
Login ID: bbrown  
Case Number: 2017-00002597

ORI Number: Jasper County Sheriff's Office  
SC0270000

### Case

Case Number: 2017-00002597  
Location:  
Reporting Officer ID: 577561 - Smith

Incident Type: Larceny - Theft  
Occurred From: 11/01/2017 16:46  
Occurred Thru: 11/01/2017 16:46  
Disposition: Closed  
Disposition Date: 11/02/2017  
Reported Date: 11/01/2017 16:46 Wednesday

### Offenses

| No. | Group/ORI | Crime Code | Statute     | Description   | Counts |
|-----|-----------|------------|-------------|---------------|--------|
| 1   | State     | 23H        | 16-13-30(A) | LARCENY PETIT | 1      |

### Subjects

| Type        | No. | Name          | Address     | Phone | Race    | Sex     | DOB/Age |
|-------------|-----|---------------|-------------|-------|---------|---------|---------|
| Suspect (S) | 1   | Unknown       | UNKNOWN     |       | Unknown | Unknown |         |
| Victim (V)  | 1   | hackney, greg | DECATUR, GA |       | White   | Male    | 52      |

### Arrests

| Arrest No. | Name | Address | Date/Time | Type | Age |
|------------|------|---------|-----------|------|-----|
|------------|------|---------|-----------|------|-----|

### Property

| Date       | Code            | Type                | Make | Model | Description                                     | Tag No. | Item No. |
|------------|-----------------|---------------------|------|-------|-------------------------------------------------|---------|----------|
| 11/01/2017 | Stolen/Etc. (7) | Other-Property (77) |      |       | Briefcase Stolen with multiple documents inside |         |          |

### Vehicles

| No. | Role | Vehicle Type | Year Make | Model | Color | License Plate | State |
|-----|------|--------------|-----------|-------|-------|---------------|-------|
|-----|------|--------------|-----------|-------|-------|---------------|-------|

### Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

## Narrative

Notes on Time Stamp

### Synopsis:

On November 1, 2017 at approximately 1715, I Deputy J. Smith, responded to the median of Independence Boulevard near the intersection of Argent Boulevard in reference to a stolen briefcase. This location is within the County of Jasper.

### Interview with victim, Greg Hackney:

Hackney informed me that while he was protesting in the median near the Hyundai dealer ship he placed his briefcase in the median with him. Hackney stated that he had it wrapped and attached to the drain with bungee cords to have it near him. Hackney informed me at approximately 1630 hours a gentleman stopped and he began to talk with for approximately twenty minutes. Hackney stated while he was talking with him his briefcase went missing. Hackney informed me he believes that the Peacock Corp possibly took it while he was talking with the subject. Hackney stated he had court documents, passport, First Citizens bank card, Chevron gas card, and \$4500.00 in receipts from staying down here.

### Officer's actions:

I arrived and talked with Hackney regarding the incident. I issued Hackney a victim's form and case number to document the theft. After leaving the scene I received a call from Hackney who informed me a salesman from the Ford dealer ship observed a silver truck stop and take the briefcase from the drain. I will attempt to make contact with the sales person on November 2, 2017 once they open for business. I will also attempt to contact SCDOT and ask if they had taken the briefcase while collecting litter during the time Hackney was protesting. Once the follow ups are completed a supplement will be completed.

### Attachment:

1) Victim's form:

### Supplement

On November 2, 2017 I made contact with SCDOT at their facility in Ridgeland, SC regarding the briefcase being taken. I was able to speak to the foreman for the crew for the day and was advised that none of the DOT workers took the briefcase from the storm drain near where Hackney was standing. I then made contact with The Greenery who was sub contracted by DOT and was told that no subjects were in the area at the time the briefcase went missing. Later in the afternoon I attempted to make contact with the salesperson Hackney supposedly talked with and had negative contact with any sales person. All DOT and Greenery vehicles were identified to have markings on the sides for their business. The suspect vehicle was identified to have no markings on the side as it was observed in the median. Due to the lack of evidence on who took the briefcase the case was closed at this time.

Victim's Form

# JASPER COUNTY

## \*Victim Notification Information Form\* CONFIDENTIAL INFORMATION

Receiving Correctional Officer: \_\_\_\_\_

VICTIM INFORMATION (South Carolina Statute 16-3-1515) CASE # 17-2597

Name of Victim: Brea Hackney Victim is: ☐ deceased, ☐ minor or ☐ Mentally Ill

Physical Address: Detention GA 30030

Telephone #: (H) \_\_\_\_\_ (B) \_\_\_\_\_ Emergency #: \_\_\_\_\_

Relative or Contact Person: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

SUSPECT'S NAME: UNKNOWN DATE OF INCIDENT: 11/1/17

INCIDENT TYPE: Larceny

In order for law Enforcement to make a reasonable attempt to contact you of the arrest and of the appropriate court proceedings or procedure; it is your responsibility to notify the appropriate agency of any change in your address or phone number.

BOND HEARING: Time: \_\_\_\_\_ TYPE OF COURT & SCHEDULE: Time: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Magistrate Court ☐ Magistrate Court

☐ Municipal Court ☐ Municipal Court

☐ General Sessions

I do ☐ do not ☐ wish to be present for bond hearing.

I do ☐ do not ☐ wish to be contacted when the defendant is release from jail.

**The following efforts were made to contact the victim:**

| Phone Number Called | Date/Time | Reason | Name Of Caller | Person Notified | Not Notified |
|---------------------|-----------|--------|----------------|-----------------|--------------|
| _____               | _____     | _____  | _____          | _____           | _____        |
| _____               | _____     | _____  | _____          | _____           | _____        |

### BOND RECOMMENDATION

As a victim of a crime, I have received a copy of the Victim Notification Information Form provided to me and I agree the victim information is correct.

Victim's Signature \_\_\_\_\_

Date \_\_\_\_\_

Officer's Signature \_\_\_\_\_

Date 11/1/17

White Copy - Attach to Report

Yellow Copy - Court

Pink Copy - Detention Center

Goldenrod - Victim

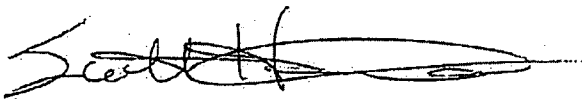
**April 2, 2018**

***I am employed at O C WELCH FORD LINCOLN***

***Located at 4920 Independence Blvd. Hardeeville  
S.C. 29927***

***On November 1<sup>st</sup> 2017 later in the afternoon while  
I was at work, I noticed a Grey color Pick-up Truck  
that stopped in the Turn median in front of the  
dealership...a male then exited the driver's door  
and walked to the right side ditch from where I  
was looking. He did something while bent over  
that I could not see for a few seconds and then  
stood up with a back pack , threw it in the back of  
his truck and left travelling East on Highway 278.***

***Please feel free to contact me if you have any  
further questions.***



**Scott Henthorn**

**919 221 1270**



STATE OF SOUTH CAROLINA )

COUNTY OF JASPER )

FIRST TEAM HYUNDAI, LLC d/b/a )  
HILTON HEAD HYUNDAI, )

PLAINTIFF, )

v. )

GREG S. HACKNEY, )

DEFENDANTS. )

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2017-CP-27-00386

**ORDER DENYING PLAINTIFF'S  
MOTION FOR TEMPORARY  
RESTRAINING ORDER  
AND/OR PRELIMINARY INJUNCTION**

THIS MATTER came before the Court on Plaintiff's Motion for Temporary Restraining Order and/or Preliminary Injunction filed with this Court on September 22, 2017 and Plaintiff's Amended Motion for Temporary Restraining Order and/or Preliminary Injunction filed October 6, 2017. A hearing was held on October 24, 2017. Present at the hearing were John Lyons, as representative for Plaintiff First Team Hyundai ("Plaintiff"), Plaintiff's Counsel, Bradford N. Martin, and Defendant Greg S. Hackney, appearing *pro se*. Having reviewed the pleadings in this matter, relevant case law, and having heard the arguments of the parties, for the following reasons, Plaintiff's Motion is Denied.

**BACKGROUND**

Plaintiff is engaged in the business of automotive sales and repair and claims a good reputation in the community is crucial to this business. Defendant, by all accounts, a dissatisfied customer, has been appearing daily outside of Plaintiff's place of business and admits to accusing the dealership of lying and committing fraud by way of written signs and oral statements to passers-by. On September 4, 2017, Plaintiff issued a Trespass Notice to the Defendant, at which time the Defendant moved to the right-of-way in the highway adjacent to Plaintiff's business. Plaintiff filed

IN THE STATE OF SOUTH CAROLINA COUNTY  
OF JASPER

IN THE COURT OF COMMONS PLEAS FOR THE  
FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

2017CP2700386

Plaintiff

V

Third Stolen Sign

Greg Hackney

Defendant

FILED  
2019 FEB 20 PM 12:28

Jasper County Court:

On January 19<sup>th</sup>, 2017 I <sup>LAWED</sup> down my sign in front of Hilton Head Hyundai and walked to my car, estimated time = 1 minute, upon turning around post grabbing a drink I saw a White Mini Van exiting the Hilton Head Hyundai Dealership and immediately drive upon the grass where my sign was located. I watched as two gentlemen opened the door and put my sign into their vehicle as such it was stolen; the driver panicked upon my noticing their theft and reversed dangerously driving back into the dealership through the EXIT LANE.

I informed Brad Martin, Hilton Head Hyundai Counsel, on January 26<sup>th</sup>, 2017 and requested he asked John Lyons to resend a message refraining his employees from violating my First Amendment Rights.

NOTED: Not an accusation but a request.

I did not file an incident report with the legal authority, Jasper County Sheriff's Office, because my lack in confidence based on their prior actions to other violations of my First Amendment Rights.

I did visit the South Carolina Trooper Office and address the issue as they referred me to SLED.

It has been a month since the theft, violation of my Rights and there have not been any other incidents; as such I do not request the court to intercede but wanted to document accordingly. I will address the court directly if any other First Amendment Violations occur.

402

pd 25 can

IN THE STATE OF SOUTH CAROLINA COUNTY  
THE  
OF JASPER

IN THE COURT OF COMMONS PLEAS FOR  
FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

C.A. 2017-CP-2700386

Plaintiff

V

MOTION  
PLAINTIFF'S FIRST REQUEST TO ADMIT  
TO DEFENDANT  
TO BE INCLUDED IN DISCOVER

Greg Hackney

Defendant

The Honorable Carmen T. Mullen:

I was informed by opposing counsel on September 21<sup>st</sup>, 2018 my First Response to Plaintiff's ADMIT question were not going to be accepted by the court as such during the pending trial the Jury would hear that I ADMITTED to all of Plaintiff's statements submitted.

The Plaintiff's Counsel Brad Martin informed I did not return his request within the 30 day time period allowed for the Defendant to respond. My research cannot confirm or deny his claim including the reason the Plaintiff's first Request to Produce and Interrogatories that were submitted at the same time would be acceptable to the court.

During my Motion to Stay court hearing on August 22<sup>nd</sup>, 2018, I discussed with the court the reason I had not responded because I was waiting on a legal authority to respond to my request as their information was inherent on my response. Also, I understood the case was in the Appellant Court as such the case was pending their ruling prior moving forward.

I was directed to complete the Plaintiff's Request the best I could with the information I had including the Request to ADMIT questions; as such they were submitted to the Plaintiff 9 business days from the Court Hearing on August 22<sup>nd</sup>, 2018. If I made an assumption to include the ADMIT questions I apologize to the court.

Can you please clarify if the ADMIT questions discussed in the court hearing are acceptable to the court. If the court recognized the Plaintiff's claim they are not admissible because I submitted them outside the 30 day time limit please review my Motion to Allow the Plaintiff First Request to ADMIT Question to the court per the

2018 OCT -5 PM 4:42  
FILED

FILED

References, Explanation and Timeline below. I am not certain why a time limit would impose such drastic measure; I assume to insure a timely response so the preceding's remain on course? My reference and Timeline demonstrate the defendant's focus as such and any delay did not alter a Trial Date.

I reviewed the Plaintiff's Partial Motion for a Summary Judgment, the Plaintiff's language and points of reference include the assumption my response to the Plaintiff's ADMIT questions are omitted by the court. If accurate, I request the court review to include My Motion to include the Plaintiff's First Request to ADMIT Questions at the court hearing on October 31, 2018 prior hearing the Plaintiff's Partial Motion for A Summary Judgment.

#### **REFERENCE #1**

On January 23<sup>rd</sup>, 2018. I was copied on a response from Peggy McComb, opposing counsel's, assistant "Please be advised that this case is currently on appeal." The comment was in response to a Notice of ADR from Jasper County Court, Mr. Jenkins (R, Copy of Email)

#### **REFERENCE #2**

Jasper County Fourteenth Judicial Circuit Public index

CASE NUMBER 2017CP2700386

STATUS APPEAL

(R, Copies of Jasper County Fourteenth Judicial Circuit Public Index)

#### **TIMELINE - COMMENTS**

1. I continued gathering information for Discovery confirmed by 98 pages of Documents delivered to the Jasper County Sheriff's office on April 27th, 2018.  
(R, 28,29,34,35,30,31,32,33,36,37,38,39,)
2. I received Apposing Counsel's Discovery Request on May 14, 2018.  
(R, Copy of Certificate of Service)
3. CONCERN: Opposing counsel's comments the Discover Documents were not posted in SCCourts.org-Public Index and I did not receive their standard email request notifying me they filed and/or mailed documents.
  - I also viewed other Discovery Request: Interrogatories Admit and Product Request posted/entered in SCCourts.org.

4. I did not receive a response from the Jasper County Sheriff's Office during the time limit to return my Answer to his Discovery Request including through October 5<sup>th</sup>, 2018.

5. I filed a Motion to Stay to the court on June 14<sup>th</sup>, 2018, within the 30 day time period to respond to the opposing counsel's ADMIT Questions including other Discovery Request by the Plaintiff.

- Defendant wanted to clarify the Plaintiff's Request including proper time period to answer the questions as my thoughts were my case was in the Appellant Court. A case cannot be in two courts. (Referenced by Attorneys)
- Defendant's response to Questions in the Plaintiff's Discovery Request were predicated on the response from legal authorities who REFUSED to respond to Defendant's April 27<sup>th</sup>, 2018 request.

(R, Copy of Defendants June 14<sup>th</sup>, 2018 Motion)

6. The Court heard my Motion on August 22<sup>nd</sup>, 2018 and Judge Carmen T. Mullen noted I need to respond to the Plaintiff's Discovery. An ORDER was not rendered including a timeline to respond, 10, 20 or 30 days.

- Judge Carmen T. Mullen explained that I was required to answer the questions in the best way regardless if I had all of the information.
- No discussions regarding ADMIT Questions omitted.

7. I emailed the Plaintiff's Counsel Clarification questions 3 business days, August 27<sup>th</sup>, 2018, from the hearing date and submitted my response to the Plaintiff's Discovery 9 business days, September 5<sup>th</sup>, 2018 from the Hearing - Court date.

- The only delay from the 3 days was due to waiting on the Plaintiff's Response to my clarification that I never received. Regardless, I submitted the documents on September 5<sup>th</sup>, 2018, 9 business days from the Hearing - Court date.

(R, Copy of Defendants August 27<sup>th</sup>, 2017 clarification email and Defendants Discovery Response email on September 4<sup>th</sup>, 2018. (Defendant's Response = 181 Pages)

8. On September 18<sup>th</sup>, 2018 I received question and requested for additional information from the Plaintiff regarding the Defendant's September 5<sup>th</sup>, 2018 Response. I scheduled a conference call with the Plaintiff's Counsel the following day to insure my response was accurate and within the appropriate parameters.

(R, Copy of Defendant Email requesting a conference Call)

9. I submitted my follow up response on September 28<sup>th</sup>, 2018. Completing Plaintiff's Discovery.

10. As a professional courtesy I did not do any activity regarding Hilton Head Hyundai from the August 22<sup>nd</sup>, 2018 Motion to Stay court date through September 28<sup>th</sup>, 2018 when my response to the Discovery was completed my commitment to deliver the documents to Plaintiff in a timely manner.

# Hilton Head Hyundai v. Gregory Hackney / CA No. 2017CP2700386

January 25, 2018 at 2:39 PM

From Peggy McComb

To "djenkins@japsercountysc.gov"

Cc Greg Hackney, Brad Martin

📎  Notice of ADR.1.23.18.pdf 100.61 KB

Mr. Jenkins,

We received the Notice of ADR dated January 23<sup>rd</sup>. Please be advised that this case is currently on appeal.

Please let me know if there is anything further that we need to do at this time.

Peggy McComb

Legal Assistant

Bradford Neal Martin & Associates, PA

Post Office Box 10410 (29603)

201 West McBee Avenue, Suite 302

Greenville, South Carolina (29601)

864.552.9990

864.552.9992 fax

pmccomb@bnmlaw.com

www.bnmlaw.com

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# Jasper County Fourteenth Judicial Circuit Public Index

**APPEAL****STATUS**
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Switch View

## First Team Hyundai, Llc DbA Hilton Head Hyundai VS Gregory Hackney

|                      |               |                   |                                           |                    |                 |
|----------------------|---------------|-------------------|-------------------------------------------|--------------------|-----------------|
| Case Number:         | 2017CP2700386 | Court Agency:     | Common Pleas                              | Filed Date:        | 09/22/2017      |
| Case Type:           | Common Pleas  | Case Sub Type:    | Slander/Libel 380                         | File Type:         | Mediator - Jury |
| Status:              | <b>Appeal</b> | Assigned Judge:   | Clerk Of Court C P, G S, And Family Court |                    |                 |
| Disposition:         |               | Disposition Date: |                                           | Disposition Judge: |                 |
| Original Source Doc: |               | Original Case #:  |                                           |                    |                 |
| Judgment Number:     |               | Court Roster:     |                                           |                    |                 |

[Case Parties](#) [Judgments](#) [Tax Map Information](#) [Associated Cases](#) [Actions](#) [Financials](#)
Click the  icon to show associated parties.

| Name                                                                                | Address                                                                     | Race  | Sex | Year Of Birth | Party Type         | Party Status | Last Updated |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------|-----|---------------|--------------------|--------------|--------------|
| <input checked="" type="checkbox"/> First Team Hyundai, Llc DbA Hilton Head Hyundai |                                                                             |       |     |               | Plaintiff          |              | 08/24/2018   |
| Hackney, Gregory                                                                    | 30 Old Vermont Place Sandy Spring GA 30328                                  | White | M   |               | Defendant          |              | 10/03/2018   |
| Kahn, Richard Michael                                                               | Attorney At Law 134 Lake Bowen Dr. Inman SC 29349                           |       |     |               | Mediator           |              | 04/18/2018   |
| <input checked="" type="checkbox"/> Martin, Bradford Neal                           | PO Box 10410 Greenville SC 29603                                            |       |     |               | Plaintiff Attorney |              | 09/22/2017   |
| <input checked="" type="checkbox"/> Teer, Laura Wilcox Howle                        | PO Box 10410 Greenville SC 29603                                            |       |     |               | Plaintiff Attorney |              | 09/22/2017   |
| Youngblood, Chad P                                                                  | Chad Powell Youngblood, Attorney at Law 501 Wellington Road Easley SC 29642 |       |     |               | Alternate Mediator |              | 01/23/2018   |

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# Jasper County Fourteenth Judicial Circuit Public Index



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Action Type

Date Type  Beginning  Ending

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Only for Civil Cases... Index Search ☒ All ☐ Lis Pendens ☐ Judgments | Cross Index Search ☒ All Judgment For ☐

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| Name                      | Party Type | Case Number    | Filed Date | Case Status | Disposition Date | Type         | Subtype           | Judgment # | Court Agency          |
|---------------------------|------------|----------------|------------|-------------|------------------|--------------|-------------------|------------|-----------------------|
| HACKNEY, DEMERIUS ARDIS   | Defendant  | 20152230004862 | 02/11/2016 | NRVC        | 03/07/2016       | Traffic      | Traffic           |            | Ridgeland Municipal   |
| HACKNEY, DEMERIUS ARDIS   | Defendant  | 20152230004863 | 02/11/2016 | NRVC        | 03/07/2016       | Traffic      | Traffic           |            | Ridgeland Municipal   |
| Hackney, Gregory          | Defendant  | 2017CP2700386  | 09/22/2017 | Appeal      |                  | Common Pleas | Slander/Libel 380 |            | Common Pleas          |
| Hackney, Mark J           | Defendant  | 65091GC        | 07/31/2012 | Disposed    | 08/13/2012       | Traffic      | Traffic           |            | Ridgeland Municipal   |
| Hackney, Russell Dannelly | Defendant  | 6102P0225991   | 08/01/2017 | Disposed    | 10/02/2017       | Traffic      | Traffic           |            | Ridgeland Municipal   |
| Hackney, Sarah Elizabeth  | Defendant  | 56751FP        | 10/24/2011 | Disposed    | 11/03/2011       | Traffic      | Traffic           |            | Hardeeville Municipal |
| Hackney, Stephanie L      | Defendant  | 64230GA        | 03/23/2012 | NRVC        | 04/30/2012       | Traffic      | Traffic           |            | Ridgeland Municipal   |

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Searches = Appeal

## INDEX

- TAB 1: Request Criminal Charges filed against Hilton Head Hyundai.**  
Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.
- TAB 2: Request Criminal Charges filed against Hilton Head Hyundai.**  
Conversion of Property, August 26<sup>th</sup>, 2017 – Saturday.  
  
Request documentation and/or statement why Deputy Sheriff Dodson did not properly Identify Conversion of Property and file charges accordingly.
- TAB 3: Case Number 2017 – 00001995, Car Keys Stolen**  
Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!
- TAB 4: September 4<sup>th</sup>, 2017 – Monday, "Labor Day"**  
Request documentation and/or statement why Jasper Deputy Sheriff's demanded I leave the premise or be arrested.
- TAB 5: Trespass Notice September 4<sup>th</sup>, 2017 – Monday, "Labor Day"**  
Update, Please file letter accordingly.  
  
2<sup>nd</sup> Sign Stolen  
Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form regarding 2<sup>nd</sup> Sign Stolen and follow up – Peacock Auto Mall Cameras. Victim Notification Identification Form!
- TAB 6: Case Number, 2017-2176 – Harassment/A&B by Intimidation**  
Update, Please file letter and documents accordingly.  
Explain why video does not warrant an Arrest.  
  
Request Criminal Charges filed against Hilton Head Hyundai Security Person.  
Criminal Code 16-3-1700
- TAB 7: Trespass Notice, September 22, 2017**  
Update, please file letter and documents accordingly.
- TAB 8: Case Number 2017 – 00002597 – Larceny, Brief Case Stolen**  
Update, please file letter and documents accordingly. Lack of follow – witness.
- TAB 9: Victim Notification Identification Form Request. Third Sign Stolen**  
Please file letter accordingly.
- TAB 10: Name clarification for court appearance, subpoena's.**

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

June 1<sup>st</sup>, 2018

Sheriff Chris Malphrus  
12008 North Jacob Smart Blvd.  
Richland, South Carolina 29936

**RE: 17 calls - 8 visits = Zero Response**  
**Jasper County Sheriff Office**

Sheriff Malphrus:

As noted, I stopped by your office today to have a discussion regarding the data below. I dropped off a binder on April 27<sup>th</sup>, 2018 and have not heard any feedback to resolve my issues.

I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10<sup>th</sup>, 2018 that he did deliver the two binders to you and Deputy Chief Morris.

Since April 27<sup>th</sup>, 2018 I have left 17 messages and visited your office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14<sup>th</sup>, 2018; if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous messages and have had no response.

Please advise accordingly, I am asking for documents to be filed, explanations and follow up on existing cases, explanation and clarification on victim notification and identification forms and other charges be filed against Hilton Head Hyundai.

The binders were dropped off over 1 month ago and I have been unable to schedule a meeting to complete the task per the data in the binder.

**Attempts to schedule a meeting!**

**May 2018 Calls: 10th (2), 11th (4), 14th, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup>, 25<sup>th</sup> (2), 29<sup>th</sup>, 30<sup>th</sup>**

Please have Lt. Smith or another person on your staff call me to schedule a meeting! I will continue my efforts until this issues is resolved.

Respectively,

Greg Hackney

Enclosure:





A1 of 1

Account Number: 745387054

Bill Period: May 08 - Jun 07, 2018

# Call Details - (678) 855-2975 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

| On     | At       | To / From      | Destination    | Rate  | Mins  | Cost |
|--------|----------|----------------|----------------|-------|-------|------|
| May 08 | 08:58 am | (678) 361-0081 | Incoming       | NW/AU | 04:00 |      |
| May 10 | 03:20 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 |      |
|        | 03:22 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 |      |
| May 11 | 09:18 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
|        | 09:37 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
|        | 09:38 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
|        | 09:39 am | (800) 227-4825 | Toll Free Call | AU    | 02:00 |      |
|        | 05:09 pm | (877) 247-2144 | Toll Free Call | AU    | 01:00 |      |
| May 13 | 02:55 pm | (770) 575-1165 | ATLANTA NW, GA | NW/AU | 01:00 |      |
|        | 02:56 pm | (708) 301-6626 | JASPER, GA     | NW/AU | 02:00 |      |
|        | 05:50 pm | (770) 575-1165 | ATLANTA NW, GA | NW/AU | 06:00 |      |
| May 14 | 04:50 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
| May 15 | 03:18 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 |      |
| May 16 | 12:23 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 |      |
|        | 01:02 pm | (678) 361-0081 | Incoming       | AU    | 06:00 |      |
| May 17 | 09:28 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 |      |
| May 18 | 12:54 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 |      |
|        | 01:56 pm | (803) 896-0496 | COLUMBIA, SC   | AU    | 01:00 |      |
|        | 01:59 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
| May 20 | 06:45 pm | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 07:00 |      |
| May 21 | 10:18 am | (864) 552-9990 | GREENVILLE, SC | AU    | 04:00 |      |
|        | 12:52 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
| May 22 | 09:12 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
|        | 10:16 am | (803) 734-5049 | COLUMBIA, SC   | AU    | 01:00 |      |
|        | 10:16 am | (803) 896-0496 | COLUMBIA, SC   | AU    | 02:00 |      |
|        | 01:02 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
| May 23 | 03:32 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 |      |
| May 25 | 02:53 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 |      |
|        | 02:54 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
|        | 03:29 pm | (803) 734-1890 | COLUMBIA, SC   | AU    | 20:00 |      |
| May 28 | 11:34 am | (678) 361-0081 | ATLANTA NE, GA | AU    | 01:00 |      |
|        | 11:36 am | (770) 575-1165 | ATLANTA NW, GA | AU    | 14:00 |      |
|        | 11:50 am | (678) 361-0081 | ATLANTA NE, GA | AU    | 06:00 |      |
|        | 11:55 am | (678) 361-0081 | Incoming       | AU    | 03:00 |      |
| May 29 | 02:06 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 |      |
|        | 02:08 pm | (803) 896-0496 | COLUMBIA, SC   | AU    | 02:00 |      |
| Jun 02 | 07:24 am | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 03:00 |      |
|        | 07:27 am | (678) 361-0081 | Incoming       | NW/AU | 14:00 |      |
| Jun 04 | 02:48 pm | (800) 227-4825 | Toll Free Call | AU    | 02:00 |      |
|        | 03:49 pm | (800) 227-4825 | Toll Free Call | AU    | 05:00 |      |
|        | 04:03 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 |      |
|        | 07:12 pm | (800) 227-4825 | Toll Free Call | AU    | 03:00 |      |
| Jun 05 | 03:59 pm | (803) 734-5049 | COLUMBIA, SC   | AU    | 01:00 |      |
| Jun 06 | 12:38 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 05:00 |      |
|        | 07:21 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 10:00 |      |
|        | 07:31 pm | (678) 361-0081 | Incoming       | AU    | 01:00 |      |
|        | 07:34 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 02:00 |      |
|        | 07:40 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 01:00 |      |
|        | 07:41 pm | (706) 301-6626 | JASPER, GA     | AU    | 01:00 |      |

## Rate Type

AU Anytime/Plan Usage

NW Night and Weekends



A1 of 1

Account Number: 745387054

Bill Period: May 08 - Jun 07, 2018

### Call Details - (678) 855-2975 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

| On     | At       | To / From      | Destination    | Rate  | Mins  | Cost |
|--------|----------|----------------|----------------|-------|-------|------|
| May 08 | 06:58 am | (678) 361-0081 | Incoming       | NW/AU | 04:00 |      |
| May 10 | 03:20 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 |      |
|        | 03:22 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 |      |
| May 11 | 08:18 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
|        | 09:37 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
|        | 09:38 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
|        | 09:39 am | (800) 227-4825 | Toll Free Call | AU    | 02:00 |      |
|        | 05:09 pm | (877) 247-2144 | Toll Free Call | AU    | 01:00 |      |
| May 13 | 02:55 pm | (770) 575-1165 | ATLANTA NW, GA | NW/AU | 01:00 |      |
|        | 02:56 pm | (706) 301-6626 | JASPER, GA     | NW/AU | 02:00 |      |
|        | 05:50 pm | (770) 575-1165 | ATLANTA NW, GA | NW/AU | 06:00 |      |
| May 14 | 04:50 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
| May 15 | 03:18 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 |      |
| May 16 | 12:23 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 |      |
|        | 01:02 pm | (678) 361-0081 | Incoming       | AU    | 08:00 |      |
| May 17 | 09:26 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 |      |
| May 18 | 12:54 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 |      |
|        | 01:56 pm | (803) 898-0496 | COLUMBIA, SC   | AU    | 01:00 |      |
|        | 01:58 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
| May 20 | 06:45 pm | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 07:00 |      |
| May 21 | 10:18 am | (864) 552-9990 | GREENVILLE, SC | AU    | 04:00 |      |
|        | 12:52 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
| May 22 | 09:12 am | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
|        | 10:16 am | (803) 734-5049 | COLUMBIA, SC   | AU    | 01:00 |      |
|        | 10:16 am | (803) 898-0496 | COLUMBIA, SC   | AU    | 02:00 |      |
|        | 01:02 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
| May 23 | 03:32 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 |      |
| May 25 | 02:53 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 |      |
|        | 02:54 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 01:00 |      |
|        | 03:28 pm | (803) 734-1890 | COLUMBIA, SC   | AU    | 20:00 |      |
| May 28 | 11:34 am | (678) 361-0081 | ATLANTA NE, GA | AU    | 01:00 |      |
|        | 11:36 am | (770) 575-1165 | ATLANTA NW, GA | AU    | 14:00 |      |
|        | 11:50 am | (678) 361-0081 | ATLANTA NE, GA | AU    | 06:00 |      |
|        | 11:55 am | (678) 361-0081 | Incoming       | AU    | 03:00 |      |
| May 29 | 02:06 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 02:00 |      |
|        | 02:08 pm | (803) 898-0496 | COLUMBIA, SC   | AU    | 02:00 |      |
| Jun 02 | 07:24 am | (678) 361-0081 | ATLANTA NE, GA | NW/AU | 03:00 |      |
|        | 07:27 am | (678) 361-0081 | Incoming       | NW/AU | 14:00 |      |
| Jun 04 | 02:48 pm | (800) 227-4825 | Toll Free Call | AU    | 02:00 |      |
|        | 03:49 pm | (800) 227-4825 | Toll Free Call | AU    | 05:00 |      |
|        | 04:03 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 03:00 |      |
|        | 07:12 pm | (800) 227-4825 | Toll Free Call | AU    | 03:00 |      |
| Jun 05 | 03:58 pm | (803) 734-5049 | COLUMBIA, SC   | AU    | 01:00 |      |
| Jun 06 | 12:38 pm | (843) 726-7777 | RIDGELAND, SC  | AU    | 05:00 |      |
|        | 07:21 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 10:00 |      |
|        | 07:31 pm | (678) 361-0081 | Incoming       | AU    | 01:00 |      |
|        | 07:34 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 02:00 |      |
|        | 07:40 pm | (678) 361-0081 | ATLANTA NE, GA | AU    | 01:00 |      |
|        | 07:41 pm | (706) 301-6626 | JASPER, GA     | AU    | 01:00 |      |

#### Rate Type

AU Anytime/Plan Usage

NW Night and Weekends

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicutt, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an incident on the theft was not reported.

I requested the following: See Index

**Charges Against Hilton Head Hyundal Filed:**

1. Tab One Fraudulent Tactics.
2. Tab Two Conversion of Property (911 Call), read Tab Number 2.
3. Harassment or associated charges per Wal-Mart Video, Read Tab Number 6.

**Request Authority granted to South Carolina State Trooper and/or Hardeeville Police.**

Regards,

Greg Hackney  
678-855-2975

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 26th, 2018

Lt. Morris  
Jasper County Sheriff Office  
12008 N. Jacob Smart Blvd.  
Ridgeland, South Carolina 29936

**RE: Charges against Hilton Head Hyundai Filed  
Review, Jasper County Sheriff Office Cases  
FIRST AMENDMENT RIGHTS VIOLATIONS**

Notable References regarding Hilton Head Hyundai – Jasper County Sheriff's Office – First Amendment Rights Violations:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Briefcase stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video. Charges Drooped
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property.

A Few Point of References: Jasper County Sheriff's Office

Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2<sup>nd</sup> Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise to the Wal-Mart parking lot with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act



CC. (Copied)

South Carolina Troopers Office  
State Troopers  
407 Live Oak Road  
Ridgeland, South Carolina 29936

Jasper County Clerk's Office  
Attn: Margaret Bostick  
265 Russel Street  
Ridgeland, South Carolina 29936

South Carolina Law Enforcement Division  
Attn: Thomas H. Robertson  
Captain, Executive Officer-Investigative Services  
4400 Broad River  
Columbia, South Carolina 29221-1398

Jasper County Sheriff's Office  
Attn: Chris Malphrus  
12008 N. Jacob Smart Blvd  
Ridgeland, South Carolina 29936

The Honorable Carmen T Mullen  
Chief Administrative Judge  
102 Ribaut Road - P.O. Drawer 1128  
Beaufort, South Carolina 29901

Bradford Neal Martin and Associates  
Attn: Brad Martin  
201 West McBee Avenue Suite 302  
Greenville, South Carolina 29601

Governor Office, State House  
Deputy Chief of Staff  
Attn: Leigh LeMoine  
1100 Gervais Street  
Columbia, South Carolina 29201

South Carolina Court of Appeals  
Clerk of Court, Attn: Jenny Kitchings  
1220 Senate Street  
Columbia, South Carolina 29201

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

April May 31st, 2018

Thomas H. Robertson  
Executive Officer, Captain  
South Carolina Law Enforcement Division  
4400 Broad River  
Columbia, South Carolina 29221

**RE: 17 calls - 8 visits = Zero Response**  
**Jasper County Sheriff Office**

Captain Robertson:

As noted I stopped by your office today to have a discussion regarding the data below. I dropped off the binder on April 27<sup>th</sup>, 2018 and have not heard any feedback; I left you a message last week and two this week regarding the information in the binder.

On April 27<sup>th</sup>, 2018, the same day I dropped off the documents to you I did the same at the Jasper County Sheriff's Office. I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10<sup>th</sup>, 2018 that he did deliver the two binders to Sheriff Chris Malphrus and to Deputy Chief Morris.

Since April 27<sup>th</sup>, 2018 I have left 17 messages and visited their office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14<sup>th</sup>, 2018 that if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous message with no response.

Please advise accordingly if there is any efforts SLED can do to resolve the issue, response from the Jasper County Sheriff's Office.

May 2018 Calls: 10th (2), 11th (4), 14th, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup>, 25<sup>th</sup> (2), 29<sup>th</sup>, 30<sup>th</sup>

Regards,

Greg Hackney

7018 0360 0960 0702

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
Domestic Mail Only

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**COLUMBIA SC 29201**

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee to postage)

|                                                              |        |
|--------------------------------------------------------------|--------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$0.00 |
| <input type="checkbox"/> Return Receipt (electronic)         | \$0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$8.00 |
| <input type="checkbox"/> Adult Signature Required            | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00 |

Postage \$1.00

Total Postage and Fees \$7.20

Postmark: COLUMBIA SC 29201 MAY 31 2018

Sent To: Capt. Thomas Robertson

Street and Apt. No., or PO Box No. 4400 BARNETT RIVER

City, State, ZIP+4® Columbia SC 29221

PS Form 3800, April 2015



**Thomas H. Robertson**  
Captain  
Executive Officer-Investigative Services  
803-896-0498

**South Carolina Law Enforcement Division**  
P.O. Box 21398  
Columbia, South Carolina 29221-1398

 An Accredited Agency 

Greg Hackney  
30 Old Vermont Place  
Sandy Springs, Georgia 30328

April 26th, 2018

Leigh LeMoine  
Chief of Staff  
Governor Office - State House  
1100 Gervais Street  
Columbia, SC 29201

**RE: Charges against Hilton Head Hyundai Filed.  
Review, Jasper County Sheriff Office Authority.  
FIRST AMENDMENT RIGHTS VIOLATIONS**

Leigh Lemoine:

I have copied you on information regarding:

1. Fraudulent Practices of a South Carolina Car Dealership.
2. First Amendment Rights Violations regarding Protesting such business – Court Denied Restraining Order.
3. Jasper County Sheriff Office behavior – Not protecting First Amendment Rights.

Request for SLED to review the Jasper County Sheriff Office

If required - applicable I will initiate a formal complaint to the Governor's Office, pending SLED review of TABS 1-9.

Regards,

Greg Hackney

IN THE STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

) IN THE COURT OF COMMON PLEAS  
)  
) FOR THE FOURTEENTH JUDICIAL  
CIRCUIT

First Team Hyundai, LLC dba Hilton Head  
Hyundai,

C. A. No. 2017-CP-27-0386

Plaintiff,

v.

**CERTIFICATE OF SERVICE**

Greg S. Hackney,

Defendant.

I, Renique Robinson, Legal Assistant at Bradford Neal Martin & Associates, PA, hereby certify that due and proper service of the document(s) affixed hereto and described below was made by depositing a true copy(ies) of same in the United States Mail at Greenville, South Carolina, in an envelope with adequate first-class postage duly affixed and return address clearly indicated thereon.

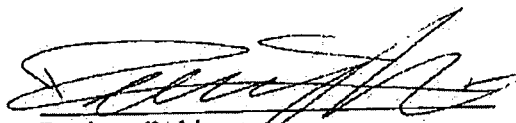
**DOCUMENTS:**

Plaintiff's First Interrogatories to Defendant  
Plaintiff's First Requests to Produce to Defendant  
Plaintiff's First Requests to Admit to Defendant

**COUNSEL/PARTY SERVED:**

Greg S. Hackney  
30 Old Vermont Place  
Sandy Springs, GA 30328

May 14, 2018

  
Renique Robinson

IN THE STATE OF SOUTH CAROLINA COUNTY  
OF JASPER

First Team Hyundai, LLC Hilton Head Hyundai  
Plaintiff

V.

Greg Hackney  
Defendant

IN THE COURT OF COMMONS PLEAS FOR THE  
FOURTEENTH JUDICIAL CIRCUIT

C.A. 2017-CP-27-00386

MOTION TO STAY

CLERK OF COURT  
JASPER COUNTY

2018 JUN 14 PM 2:59

FILED

TO: The Honorable Judge Carmen T. Mullen

I received The Plaintiff's First Request to Produce Defendant, Plaintiff's First Request to Admit to Defendant and Plaintiff's First set of Interrogatory to Defendant from Bradford Martin, the Attorney for First Team Hyundai, LLC Hilton Hyundai – Plaintiff. Documents Dated May 14<sup>th</sup>, 2018!

Case Number C.A. 2017 – CP – 27 – 00386 is currently in the State of South Carolina Court Of Appeals, Appellant Case Number 2017 - 002548. On May 30<sup>th</sup>, 2018 I submitted my Amended Initial Brief and Designation of Matter including a Motion to include my proposed Designation of Matter (Wal-Mart video) and as noted the Court of Appeals has not ruled on my Motion!

It is my understanding the Fourteenth Judicial Circuit Case Number C.A. 2017-CP-27-00386 proceedings or alike have been halted as noted pending Court of Appeals ruling as per October 31<sup>st</sup>, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.

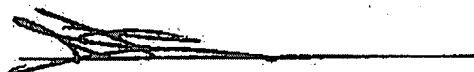
AND/OR

A Motion to Stay pending a Hearing with Jasper County Sheriff Malphrus and David Tedder, Jasper County Attorney.

On April 27<sup>th</sup>, 2018 I submitted 98 pages of documents to the Jasper County Sheriff's Office, enclosed Index, and have yet to receive answers, clarification and filings to my request. I have personally visited the Jasper County Sheriff's Office over 10 times and made over 19 phone calls to their office. Personally disheartening, the local authority refuses to communicate with me regarding my Case.

Prior my Motion to Stay I clarified with Jasper County Sheriff Malphrus received the documents as confirmed with Certified Letter receipt last Friday June 8<sup>th</sup>, 2018. (Enclosure) The Information is required as I prepare for Trial including in my response to the request from Brad Martin.

I Included David Tedder, my contact regarding my Freedom of Information Act request for a 911 recording. As prior issues with the Wal-Mart Video Freedom Information Request I am having difficulties playing the video including my concerns over its validity.



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

June 14<sup>th</sup>, 2018

IN THE STATE OF SOUTH CAROLINA COUNTY  
OF JASPER

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V.

Greg Hackney

Defendant

IN THE COURT OF COMMONS PLEAS FOR THE  
FOURTEENTH JUDICIAL CIRCUIT

C.A. 2017-CP-27-00386

Proof of Service

CLERK OF COURT  
JASPER COUNTY

2018 JUN 14 PM 2:59

FILED

I, Greg Hackney, hereby certify that I have served a copy of the Motion to Stay by depositing a copy of it  
in the United States Mail postage prepaid on June 14<sup>th</sup>, 2018 to the address of record to their attorney  
Bradford N. Martin,  
201 West McBee Avenue Suite 302  
Greenville, South Carolina 29601





# Common Pleas

Clerk : Margaret Bostick

265 Russell Street

Ridgeland, SC 299360248

Phone:(843) 726-7710 Fax:(843) 726-7711

Received From: Hackney, Gregory  
30 Old Vermont Place  
Sandy Spring, GA 30328

Date: 6/14/2018  
Receipt #: 23496  
Clerk: c27mbosti

Paying for: Self

Transaction Type: Payment

Reference #:

Payment Type: Cash \$25.00

Comment:

Non-Refundable

Total Paid: \$25.00

Total Received: \$25.00

Change Due: \$0.00

You may check the status of your Jasper case at:

<http://www.sccourts.org/caseSearch/>

| Case #        | Caption                                                               | Previous Balance | Amount Paid | Balance Due |
|---------------|-----------------------------------------------------------------------|------------------|-------------|-------------|
| 2017CP2700386 | First Team Hyundai, Llc Dba Hilton Head<br>Hyundai VS Gregory Hackney | \$25.00          | \$25.00     | \$0.00      |

Total Cases: 1

\$25.00

\$25.00

\$0.00

## Discovery

August 27, 2018 at 12:35 PM

From Greg Hackney

To Brad Martin

Cc "Mullen, Carmen T. Law Clerk (Julia Bradshaw)"

Bcc Greg Hackney

📎  Discovery Citation Scan.pdf 973.51 KB

Brad,

I am completing have your discovery and have attached a few clarification prior submitting it to you an the court!

Please review, I will follow up today so i can get the discovery to you. We can also discuss the Mediator you submitted to me last Thursday!

Have a Blessed Day

Greg Hackney  
678-855-2975

August 27, 2018

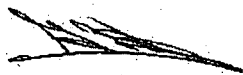
Bradford Neal Martin and Associates  
201 West Mcbee Ave. Suite 302  
Greenville, South Carolina 29601

RE: Discovery Response  
"Clarifications"

Brad,

The following pages have questions and/or clarifications related to my Discovery – Response.  
Please review and let me know your thoughts – response. A phone call or email is efficiently  
timely.

Have a Blessed Day!

  
Greg Hackney  
678-855-2975

Discovered  
Discovery  
Clarification  
Questions

## Discovery

September 04, 2018 at 6:54 AM

To 2 recipients

Good Morning Brad,

I have completed the discovery (181 Pages) and will mail accordingly to your office.

Have a Blessed Day!

Greg Hackney  
678-855-2975

## August 22nd, 2018 Court Proceedings

September 04, 2018 at 10:00 AM

To 2 recipients

Julia,

I have completed the Discovery submitted to me by opposing counsel and forwarded the documents to Brad including updating him this morning of its completion.

During the court hearing on August 22nd, 2018 there were discussions regarding setting a date for mediation, a date has been set for October 4th, 2018 and confirmed by myself, Brad Martin and the Mediator.

If applicable and relevant please forward the update to the Honorable Judge Carmen T. Mullen.

Have a blessed Day!

Greg Hackney  
678-855-2975

On Aug 27, 2018, at 09:54 AM, Brad Martin <[bmartin@bnmlaw.com](mailto:bmartin@bnmlaw.com)> wrote:

Julia, is the Judge planning to issue a Form 4 Order as a result of the hearing on Mr. Hackney's Motion to Stay? If so, could you be so kind to send a copy by email? Thanks in advance, Brad Martin

Bradford Neal Martin, Esq.  
Bradford Neal Martin & Associates, PA  
Post Office Box 10410 (29603)  
201 West McBee Avenue, Suite 302 (29601)  
Greenville, South Carolina  
864.552.9990 – office  
864.552.9992 – fax  
[bmartin@bnmlaw.com](mailto:bmartin@bnmlaw.com)  
[www.bnmlaw.com](http://www.bnmlaw.com)

From: Mullen, Carmen T. Law Clerk (Julia Bradshaw) <[CMullenLC@sccourts.org](mailto:CMullenLC@sccourts.org)>  
Sent: Monday, August 27, 2018 9:52 AM  
To: Greg Hackney <[floridaexperiment@icloud.com](mailto:floridaexperiment@icloud.com)>  
Cc: Brad Martin <[bmartin@bnmlaw.com](mailto:bmartin@bnmlaw.com)>  
Subject: RE: August 22nd, 2018 Court Proceedings

Good morning Mr. Hackney,

Judge Mullen has received your Court Apology letter. The paragraphs are not all merged into one.

Thank you,

Julia

Julia A. Bradshaw  
Law Clerk to the Honorable Carmen T. Mullen  
Fourteenth Judicial Circuit

From: Greg Hackney <floridaexperiment@icloud.com>  
Sent: Monday, August 27, 2018 9:28 AM  
To: Mullen, Carmen T. Law Clerk (Julia Bradshaw) <CMullenLC@sccourts.org>; Mullen, Carmen T. Law Clerk (Julia Bradshaw) <CMullenLC@sccourts.org>  
Cc: Brad Martin <bmartin@bnmlaw.com>  
Subject: Re: August 22nd, 2018 Court Proceedings

Crystal and or Julia...

At your convenience confirm the Attachment, Court Apology was received - formatted (paragraph) ok!  
Not intended to ask for you to proof it...but I reviewed it is my send box and it appears maybe the Apple - Word corrupted the file. If ok let me know the paragraphs are not merged all into one!

Have a Blessed day!  
Greg Hackney  
678-855-2975

On Aug 25, 2018, at 04:36 PM, Greg Hackney <floridaexperiment@icloud.com> wrote:

Julia and/or Crystal,

Could you please forward the attached letter to Judge Mullen and return receipt (email).  
Please include her email (CC) that she did receive the attached letter.

Thank you!

Have a Blessed Day!

Greg Hackney  
678-855-2975

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

Fwd: Hilton Head Hyundai v. Greg Hackney

September 20, 2018 at 9:48 AM

From Greg Hackney

To bmartin@bnmlaw.com

Bcc Greg Hackney

📎 20180918_165406.pdf 418.92 KB

Brad,

Good Morning.

Do you have 15 - 20 minutes tomorrow morning between 9:00 am and 12:00 pm to review a few of your request in the response to my discovery?

I want to insure my response is clear and will comply with the associated rules.

Have a Blessed Day

Sent from my iPad

Greg Hackney

678 855 2975

Begin forwarded message:

From: Renique Robinson <rrobinson@bnmlaw.com>

Date: September 18, 2018 at 4:44:37 PM EDT

To: "floridaexperiment@icloud.com" <floridaexperiment@icloud.com>

Cc: Brad Martin <bmartin@bnmlaw.com>, Peggy McComb <pmccomb@bnmlaw.com>

Subject: Hilton Head Hyundai v. Greg Hackney

Dear Mr. Hackney,

Please find attached correspondence in regard to the above referenced matter.

Sincerely,

Shana Henderson

Administrative Assistant

Bradford Neal Martin & Associates, PA

Post Office Box 10410 (29603)

201 West McBee Avenue, Suite 302

Greenville, South Carolina (29601)

864.552.9990

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Common Pleas

Clerk : Margaret Bostick

265 Russell Street

Ridgeland, SC 299360248

Phone:(843) 726-7710 Fax:(843) 726-7711

Received From: Hackney, Gregory
30 Old Vermont Place
Sandy Spring, GA 30328

Date: 10/ 8/2018
Receipt #: 24054
Clerk: c27mbosti

Paying for: Self
Transaction Type: Payment

Payment Type: Cash \$25.00

Total Paid: \$25.00

Reference #:
Comment: \$ PAID AND CLOCKED 10/05/18
Non-Refundable

Total Received: \$25.00
Change Due: \$0.00

You may check the status of your Jasper case at:
<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2017CP2700386	First Team Hyundai, Llc Dba Hilton Head Hyundai VS Gregory Hackney	\$25.00	\$25.00	\$0.00

Total Cases: 1

\$25.00

\$25.00

\$0.00

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

3
4 Case No.: 2017CP270386

5 First Team Hyundai, LLC d/b/a

6 Hilton Head Hyundai

7 Plaintiff(s),

8 vs.

Transcript of Record

9 Greg S. Hackney,

10 Defendant(s).

11
12
13
14
15
16 October 31, 2018

17 Ridgeland, South Carolina

18
19
20
21 BEFORE:

22 The Honorable Carmen Mullen

1 APPEARANCES

2
3 REPRESENTING PLAINTIFF(S):

4 Bradford N. Martin, Esquire

5 PO Box 10410

6 Greenville, SC 29603

7
8
9 REPRESENTING DEFENDANT:

10
11 Greg S. Hackney, Pro Se

PROCEEDINGS

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

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

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

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

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

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

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

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

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

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

1 do what the insurance company would do.

2 THE COURT: Okay.

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

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

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

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

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

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

1 MR. MARTIN: Right. Right.

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

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

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

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

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

17 THE COURT: And who called the police?

18 MR. MARTIN: Mr. Hackney.

19 THE COURT: Okay.

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

1 THE COURT: Okay.

2 MR. MARTIN: Okay.

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

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

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

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

22 THE COURT: Okay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 MR. MARTIN: Yes, he has.

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

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

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

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

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

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

4 The constitutional argument is clear.

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

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

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

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

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

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

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

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

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

6 THE COURT: Okay.

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

10 THE COURT: No. No.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 THE COURT: Say that again, disclosing a recall

1 information to a client --

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

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

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

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

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

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

25 THE COURT: I understand.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 THE COURT: Okay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 MR. MARTIN: No.

11 THE COURT: He just sat in his car?

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

18 THE COURT: Okay.

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

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

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

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

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

17 THE COURT: Off the record.

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

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

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

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

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

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

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

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

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

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

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

25 THE COURT: It's kind of far.

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

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

8 THE COURT: Who is "they"?

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

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

15 THE COURT: Who? John Lyons?

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

17 THE COURT: Thank you.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 MR. HACKNEY: Okay. Well --

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

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

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

4 THE COURT: I understand.

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

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

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

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

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

18 THE COURT: I understand.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 MR. HACKNEY: Sure.

11 THE COURT: So GEICO cut you a check?

12 MR. HACKNEY: Yeah.

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

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

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

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

2 THE COURT: And GEICO agreed with it?

3 MR. HACKNEY: Boom. Seven items.

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

6 MR. HACKNEY: Yes.

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

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

10 THE COURT: Okay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 that.

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

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

5 THE COURT: -- Beaufort County?

6 MR. HACKNEY: No.

7 THE COURT: So you are driving everyday?

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

9 Yeah.

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

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

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

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

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

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

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

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

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

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

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

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

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

11 THE COURT: Sir --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 THE COURT: From the Sheriff's Office?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 Officer Dodson, Honeycutt was there. Honeycutt

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 THE COURT: Thank you.

15 Mr. Martin.

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

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

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

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

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

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

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

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

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

1 Mr. Hackney.

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

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

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

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

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

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

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

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

5 THE COURT: I understand.

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

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

16 MR. HACKNEY: One more time?

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

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

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

22 MR. HACKNEY: Yes, ma'am.

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

25 MR. HACKNEY: We're good.

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

9 MR. HACKNEY: Yes, ma'am.

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

13 And is it okay if I keep that?

14 MR. HACKNEY: That's for you.

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

19 THE CLERK: I can do it.

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

23 MR. MARTIN: I do. Yes.

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

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

1 those.

2 THE COURT: And the police reports is fine.

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

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

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

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

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

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

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

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

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

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

5 So you want that order today?

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

8 THE CLERK: The ninth.

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

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

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

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

20 THE COURT: Thank you. Thank you both.

21 (Whereupon, the hearing
22 concluded.)

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CERTIFICATE

STATE OF SOUTH CAROLINA:

COUNTY OF BEAUFORT:

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

DATED this 22nd day of June, 2019.

Mona L. Manley /s/
MONA L. MANLEY
Official South Carolina Court Reporter
Circuit Reporter for the 14th Circuit
(850) 893-6662
mmanley@sccourts.org

Greg Hackney
619 Sycamore Street
Decatur, Ga. 30030

October 13, 2017

Jasper County Sheriff Office
12008 N. Jacob Blvd.
Ridgeland, SC. 29936

FILED
OCT 13 PM 4:51
JASPER COUNTY

Sheriff's Office, Records:

Under the South Carolina Freedom of Information Act, 30-4-10 I am requesting to **OBTAIN** a copy of public records as per below.
(copy of video)

I have attached a copy of the VICTIM INFORMATION form completed on September 22nd, 2017 regarding the video obtained from Walmart involving a Peacock Security vehicle following me from their location to the Walmart Parking lot on Wednesday September 20th, 2017

If there are any fees for searching or copying these records I will pay the appropriate amount set by the Jasper County, South Carolina guidelines.

(If Applicable)

The video is required (Defendant) to be included with a response to a summons received from Jasper County 12 District Court; as such a timely copy of the video is very important. I spoke to the Walmart API Security Person who made the original copy; he informed me at any time he can provide an additional copy to a Deputy Sheriff who can directly hand over to me.

If the Sheriff's Office deny my request please cite specific exceptions as per law 30-4-10.

Regards,

Greg Hackney

cc. 

South Carolina State Troopers Office
Trooper Klemmons (Sp)
407 Live Oak Road
Ridgeland, SC 29936

cc.

Jasper County Clerk's Office
Margaret Bostick
265 Russell Street
Ridgeland, SC 29936



www.jaspercountysc.org

Jasper County
Legal Department
358 Third Ave, Suite 203
Ridgeland, SC 29926
(843) 717-3688

FREEDOM OF INFORMATION ACT REQUEST FORM

NAME: GREG HACHADAY DATE OF REQUEST: 10/13/17
ADDRESS: _____
CITY: DISCONRA STATE: GA ZIP: 30030
PHONE NUMBER: 1 FAX NUMBER: N/A
E-MAIL: _____

Please indicate your preferred method of delivery by checking the appropriate box below. If possible, we will respond by the preferred method; however, some responses may not be suitable for fax or e-mail due to quantity, size or medium of the document.

Mail ☐ Fax ☐ E-mail ☐ Request to review information on premises ☐

~~I~~ I will pick up a copy at the Sheriff's Office.

Pursuant to the Freedom of Information Act, § 30-4-10, et seq., Code of Laws of South Carolina (1976, as amended), I request a copy of the following (please be specific).

Please see ATTACHED LETTER!

LOOKMAST VIDEO ON Wednesday September 20th, 2017

I understand that Section 30-2-50 of the South Carolina Code of Laws prohibits a person or private entity from knowingly obtaining or using personal information from a local government for commercial solicitation directed to any person in this State; violators are guilty of a misdemeanor and subject to a \$500.00 fine and/or jail time up to one year. **ANY PERSONAL INFORMATION OBTAINED PURSUANT TO THIS REQUEST WILL NOT BE USED FOR COMMERCIAL SOLICITATION DIRECTED TO ANY PERSON IN THE STATE OF SOUTH CAROLINA.**

I understand the County generally has ten (10) business days to respond to the request, and generally must produce the records within 30 calendar days from that response date. I understand that I may be required to pay the costs of copying, research, and postage associated with my request. See the FOIA information page on the County website, www.jaspercountysc.org, for more information regarding FOIA requests.

SIGNATURE: _____

Return form to: Jasper County County Attorney's Office P.O. Box 420 Ridgeland, SC 29926	FOR OFFICE USE ONLY	
	REQUEST ASSIGNED TO: _____	DATE OF COMPLETION: _____
	DATE OF ASSIGNMENT: _____	FEE FOR SERVICES: _____
	DATE RESPONSE DUE: _____	METHOD OF PAYMENT: _____

2017 CP-27-386

FILED

Greg Hackney
619 Sycamore Street
Decatur, Ga. 30030

2017 OCT 31 PM 5:13

October 30, 2017

CLERK OF COURT
JASPER COUNTY

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, SC. 29936

Sheriff Office, Records:

Per the South Carolina Freedom of Information Act 30-4-10, I requested copy of the Wal-Mart video on September 20th, 2017 that confirmed Peacock Auto Mall Security Vehicle and personnel following me from their property to the Wal-Mart parking lot including stopping near where I was parked. I received a DVD (Video) copy that cannot be played, reviewed or copied on October 20th, 2017.

The video is to be entered into Jasper County Court Records per County Clerk in response to a summons including an injunction hearing. I informed Judge Mullins a copy would be forwarded to her when I receive a playable DVD (Video) from Jasper County Sheriff Office.

Key Points of Reference per Video:

The vehicle followed me to Wal-Mart and then proceeded to go back and forth near me before parking in sight of myself and my vehicle. (estimated 6 plus minutes) Upon leaving I approached the vehicle, confirmed it was Peacock Security Personnel driving the White Explorer and addressed their repeated harassment and surveillance off their premise. The video confirms their actions as upon leaving the Wal-Mart parking lot Peacock Security Vehicle left without entering the Wal-Mart confirming their unwarranted offensive behavior.

Deputy Chief Morris and I confirmed the DVD would play on his Microsoft Computer with Microsoft Media Player; regardless, my attempts to play the video include two Best Buy, one Staples and one UPS Store all whom have Microsoft Computers with medial player; all 4 attempts to play, review and copy the DVD Video were unsuccessful; the computer techs names and numbers at Best Buy, Staples and manager at the UPS Store can be provided upon request. The 4 attempts do not include my MacBook Pro that will not play the DVD video.

The Computer Tech at Staples confirmed the DVD video is coded with Visual Intelligence Software for evidence review and their computers do not have the software allowing him to play, review or copy the DVD. We attempted to load the software to my computer from MarchNetworks.com as they provide the Visual Intelligence Software; the download attempt was unsuccessful. Staples in store Computer Policy would not allow him to download the software to their computer; I confirmed the same for Best Buy.

Below is the process to open and play the current video per the Wall-Mart IP personnel that copied the original video.

Process:

1. Open to 17-2176
2. Open to Evidence Files
3. Open to case 114

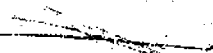
Upon opening to case 114 a drop down box appears and notes: Format Unavailable etc. (exact wording differed per computer attempt)

I appreciate the Sheriff's Office responding promptly to my FOIA request but the DVD Video cannot be played, reviewed and/or copied; also, local technical support providers efforts to play, review and copy the DVD video were not successful including software download restrictions as such I feel the FOIA request has not been met.

If applicable, I was informed there are coding options that will re-code to a computer friendly Microsoft or Macintosh computer including a 2nd option; many computers can record the video to a friendly coded DVD. I am not sure of the FOIA laws or restriction that may prevent re-recording a video as such option may not be applicable.

I am open to any other ideas or options but request a DVD that is not coded with Visual Intelligence Software used for evidence review; my efforts to play, review and copy the video the past two weeks have been unsuccessful and as noted above include local and qualified techs that assisted me on my efforts.

Regards,


Greg Hackney

CC.
South Carolina Troopers Office
Attn. Trooper Klemmons (sp)
407 Live Oak Road
Ridgeland, SC. 29936

CC.
Jasper County Clerks Office
Attn. Margaret Bostick
265 Russell Street
Ridgeland, SC. 29936

CC.
Judge Mullins
102 Industrial Village Road
Beaufort, SC. 29906

CC.
Bradford Neal Martin and Associates
Attn. Brad Martin
201 West McBee Avenue, Suite 302
Greenville, SC. 29603



Jasper County Fourteenth Judicial Circuit Public Index



Jasper County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

First Team Hyundai, Llc DbA Hilton Head Hyundai VS Gregory Hackney

Case Number:	2017CP2700386	Court Agency:	Common Pleas	Filed Date:	09/22/2017
Case Type:	Common Pleas	Case Sub Type:	Slander/Libel 380	File Type:	Mediator - Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Click the ☒ icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
☒ First Team Hyundai, Llc DbA Hilton Head Hyundai					Plaintiff		11/22/2017
☒ Hackney, Gregory	30 Old Vermont Place Sandy Spring GA 30328	White	M		Defendant		02/22/2018
Kahn, Richard Michael	Attorney At Law 134 Lake Bowen Dr. Inman SC 29349				Mediator		04/18/2018
☒ Martin, Bradford Neal	PO Box 10410 Greenville SC 29603				Plaintiff Attorney		09/22/2017
☒ Teer, Laura Wilcox Howle	PO Box 10410 Greenville SC 29603				Plaintiff Attorney		09/22/2017
Youngblood, Chad P	Chad Powell Youngblood, Attorney at Law 501 Wellington Road Easley SC 29642				Alternate Mediator		01/23/2018

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
First Team Hyundai, Llc DbA Hilton Head Hyundai	ADR/Alternative Dispute Resolution (Workflow)	Action		04/20/2018-11:17		
First Team Hyundai, Llc DbA Hilton Head Hyundai	Other	Filing		02/20/2018-12:28		
First Team Hyundai, Llc DbA Hilton	Archived Document	Filing		01/23/2018-00:00		



Jasper County Fourteenth Judicial Circuit Public Index



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Switch View

First Team Hyundai, Llc Db a Hilton Head Hyundai VS Gregory Hackney

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Case Type:	Common Pleas	Case Sub Type:	Slander/Libel 380	File Type:	Mediator - Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Click the  icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
☒ First Team Hyundai, Llc Db a Hilton Head Hyundai					Plaintiff		08/24/2018
Hackney, Gregory	30 Old Vermont Place Sandy Spring GA 30328	White	M		Defendant		06/14/2018
Kahn, Richard Michael	Attorney At Law 134 Lake Bowen Dr. Inman SC 29349				Mediator		04/18/2018
☒ Martin, Bradford Neal	PO Box 10410 Greenville SC 29603				Plaintiff Attorney		09/22/2017
☒ Teer, Laura Wilcox Howle	PO Box 10410 Greenville SC 29603				Plaintiff Attorney		09/22/2017
Youngblood, Chad P	Chad Powell Youngblood, Attorney at Law 501 Wellington Road Easley SC 29642				Alternate Mediator		01/23/2018

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
First Team Hyundai, Llc Db a Hilton Head Hyundai	NEF(08-24-2018 09:52:17 AM) Service/Certificate Of Servi...	Filing		08/24/2018-12:47		
First Team Hyundai, Llc Db a Hilton Head Hyundai	Service/Certificate Of Service	Filing		08/24/2018-09:52		
First Team Hyundai, Llc Db a	NEF(08-23-2018 06:07:45 PM) Motion/Summary Judgment	Filing		08/24/2018-09:31		

Hilton Head Hyundai						
First Team Hyundai, Llc Dba Hilton Head Hyundai	Motion/Summary Judgment	Motion		08/23/2018-18:07		
Martin, Bradford Neal	8/22/2018_MOTION_Roster/Notice of Motions Roster Publication	Action		08/02/2018-11:02		
Martin, Bradford Neal	8/22/2018_MOTION_Roster/Notice of Motions Roster Publication	Action		08/02/2018-11:02		
Teer, Laura Wilcox Howle	8/22/2018_MOTION_Roster/Notice of Motions Roster Publication	Action		08/02/2018-11:02		
Teer, Laura Wilcox Howle	8/22/2018_MOTION_Roster/Notice of Motions Roster Publication	Action		08/02/2018-11:02		
First Team Hyundai, Llc Dba Hilton Head Hyundai	NEF(06-19-2018 03:39:48 PM) Memo/Memo in Opposition	Filing		06/20/2018-08:27		
First Team Hyundai, Llc Dba Hilton Head Hyundai	Memo/Memo in Opposition	Filing		06/19/2018-15:39		
Hackney, Gregory	Motion/Stay	Motion	JASPER COUNTY MOTION ROSTER FOR 08/22/2018 @ 10:00AM	06/14/2018-15:01		 <i>my PTOUS NOT HICAR 11/11/14</i>
First Team Hyundai, Llc Dba Hilton Head Hyundai	Motion To Stay	Motion	JASPER COUNTY MOTION ROSTER FOR 08/22/2018 @ 10:00AM	06/14/2018-14:59		 <i>TALENT 8/21/2014</i>
First Team Hyundai, Llc Dba Hilton Head Hyundai	ADR/Alternative Dispute Resolution (Workflow)	Action		04/20/2018-11:17		
First Team Hyundai, Llc Dba Hilton Head Hyundai	Other	Filing		02/20/2018-12:28		
First Team Hyundai, Llc Dba Hilton Head Hyundai	Archived Document	Filing		01/23/2018-00:00		
Martin, Bradford Neal	Archived Document	Filing		01/23/2018-00:00		
Kahn, Richard Michael	Archived Document	Filing		01/23/2018-00:00		
	Archived Document	Filing				

Teer, Laura Wilcox Howle				01/23/2018-00:00	
First Team Hyundai, Llc Dba Hilton Head Hyundai	NEF(12-20-2017 01:38:57 PM) Reply/Reply to Counterclaim	Filing		12/21/2017-07:17	
First Team Hyundai, Llc Dba Hilton Head Hyundai	Reply/Reply to Counterclaim	Filing		12/20/2017-13:38	
First Team Hyundai, Llc Dba Hilton Head Hyundai	Service/Certificate Of Service	Filing		12/20/2017-13:38	
Teer, Laura Wilcox Howle	1/4/2018_MOTION_Roster/Notice of Motions Roster Publication	Action		12/20/2017-08:27	
Martin, Bradford Neal	1/4/2018_MOTION_Roster/Notice of Motions Roster Publication	Action		12/20/2017-08:27	
First Team Hyundai, Llc Dba Hilton Head Hyundai	Appeal/Notice of Appeal to Court of Appeals	Action		12/12/2017-15:29	
First Team Hyundai, Llc Dba Hilton Head Hyundai	NEF(12-11-2017 03:29:21 PM) Appeal/Notice of Appeal to C...	Filing		12/12/2017-08:29	
Hackney, Gregory	NEF(12-06-2017 04:11:05 PM) Order/Form 4	Filing		12/06/2017-16:11	
Hackney, Gregory	Order/Form 4	Order		12/06/2017-16:11	
First Team Hyundai, Llc Dba Hilton Head Hyundai	Answer/Amended Answer	Filing		11/22/2017-16:31	
First Team Hyundai, Llc Dba Hilton Head Hyundai	Reference Motion to Amend	Motion		11/15/2017-11:59	
First Team Hyundai, Llc Dba Hilton Head Hyundai	NEF(11-09-2017 02:52:33 PM) Motion/Alter and/or Amend	Filing		11/09/2017-15:52	
First Team Hyundai, Llc Dba Hilton Head Hyundai	Amended Answer	Filing		11/09/2017-15:41	
First Team Hyundai, Llc Dba Hilton Head Hyundai	Motion/Alter and/or Amend	Motion		11/09/2017-14:52	
First Team Hyundai, Llc Dba Hilton Head Hyundai	Answer/Answer	Filing		10/31/2017-17:13	

Discovery

August 27, 2018 at 12:35 PM

From Greg Hackney

To Brad Martin

Cc "Mullen, Carmen T. Law Clerk (Julia Bradshaw)"

Bcc Greg Hackney

📎  Discovery C...ation Scan.pdf 973.51 KB

Brad,

I am completing have your discovery and have attached a few clarification prior submitting it to you an the court!

Please review, I will follow up today so i can get the discovery to you. We can also discuss the Mediator you submitted to me last Thursday!

Have a Blessed Day

Greg Hackney
678-855-2975

August 23rd, 2018

416
17-CP-27-386

Bradford Neal Martin and Associates
Attn. Brad Martin
West McBee Avenue Suite 302
Greenville, South Carolina 29603

Re: October 21, 2018
Court Hearing / Motion Filed

Brad,

During the hearing on Wednesday August 22nd, 2018 I was informed by Judge Mullens that I was to appear in Court on October 21st, 2018 for a hearing base on a Motion you were going to file or have filed.

I am not an expert in Court Proceedings and/or Court Hearing notice but found it concerning a Judge, County Clerk and I assume you were familiar with the date/motion.

I was instructed by Judge Mullens at some point you would sending me something thus I would be notified (updated) but regardless to mark down the time and date. I trust her fairness and good judgment on my behalf but clearly I am missing something.

Regardless, please update me at your convenience.

Greg Hackney
678-855-2975

CC: FILED
SCCourts.org

To date, I do not have documentation recorded for a hearing date September 21st, 2018, including the time of the Hearing!

As noted above my question and request parallels my timeline to submit opposing argument.

Please advise,

Have a Blessed Day

October 21...Court Date

18.8 KB

[Download](#)[Open in Pages](#)

Greg Hackney
678-855-2975

410

Motion for Partial Judgement Hearing

August 29, 2018 at 12:36 PM

From Greg Hackney

To "Mullen, Carmen T. Law Clerk (Julia Bradshaw)", "Mullen, Carmen T. Law Clerk (Julia Bradshaw)"

Cc Brad Martin, "Bostick, Margaret"

Bcc Greg Hackney

📎  October 21...Court Date.docx 18.8 KB

Julia, Crystal and/or Margaret,

During the hearing on August 22nd, 2018 a September 21st, 2018 hearing date was discussed and I was instructed to note the date on my Calendar.

The following day I sent Brad an email (Attached) regarding the Hearing date as I was not aware of any such Motion. The same day, August 23rd, 2018 around 6:30 PM he filed a Motion for Partial Summary Judgement.

Subsequent, I only have a verbal discussion regarding the date as my guide. I have reviewed the SCCourts.org Publix Index under my case and there is no associated Roster Publication entered next to the Motion for the date discussed, Friday September 21st, 2018.

I inquire to confirm the date for the following reason.

South Carolina 1976 Code of Laws

Rule 56 Summary Judgement

(c) Motion and Proceedings Thereon. The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party (ME) may serve opposing affidavits not later than two days before the hearing.

(e)Form of Affidavits: Further Testimony: Defense Required

My Affidavits, Interrogatories, Defense...opposition to Motion etc are entered into the court is based on the date discussed in court.

I believe documentation on a hard date from the Circuit Court or Jasper County Clerk's office is a fair request. Please understand I am not questioning Judge Mullen's direction to all parties to update the associated calendars, September 21st, 2018 for the hearing.