

1 State of South Carolina
2 Supreme Court
3

4 Johnny Ann Carroll, Marion) Appellate Case No.:
5 Bochette, Robert M Cox) 2019-001892
6 Plaintiffs,) Original Jurisdiction
7 vs.) Complaint
8 Brown and Brehmer,)
9 Attorneys at Law; Attorney
10 Karl Brehmer; Attorney
11 Robert Brown; Attorney Dale
12 Lang, Jr.; Attorney Darby
13 Plexico, III; Attorney
14 Connor Johnson; Magistrate
15 Judge Albert Dooley, III;
16 Orangeburg County Clerk of
17 Court Winnifa Brown-Clark;
18 1st Circuit Court Judge
19 Edgar Dickson; 1st Circuit
20 Court Judge Diane
21 Goodstein;
22 1st Circuit Court Master-
23 In-Equity Judge James
24 Jackson, Jr.; South
25 Carolina Office of
26 Disciplinary Counsel;
27 Disciplinary Counsel Lesley
28

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MAR 03 2020

SC Court of Appeals

1 M. Coggiola; Assistant
2 Disciplinary Counsel Kelly
3 B. Arnold; Judge Maite
4 Murphy; South Carolina
5 Court of Appeals Clerk of
6 Court Jenny Abbott
7 Kitchings; Daniel E.
8 Shearouse, Clerk of Court
9 South Carolina Supreme
10 Court

11 Defendants

12

13

14 **Foreword**

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

24 This Complaint involves issues that must be addressed
25 immediately, as they undermine the credibility of the entire
26 South Carolina First Judicial Circuit, and possibly the entire
27 South Carolina Judicial System. If these allegations are true,
28 then they expose pervasive corruption, extralegal maneuvering,

1 collusive efforts to deny protected Civil Rights to Citizens of
2 the United States, illegal Ex Parte communications, and
3 profiteering via obstructing valid complaints from being
4 properly heard by the South Carolina Courts. If these
5 allegations are not true, then they expose a need to reform the
6 South Carolina Courts and reeducate Judges, Attorneys, and Court
7 Officials on the proper way to handle Pro Se Litigants and their
8 complaints. In either case, the Supreme Court is obligated to
9 hear this Complaint without delay, because Access to the Courts
10 and Right to Self Representation in those Courts is protected by
11 the Constitution of the United States as a Civil Right.

12 13 **Preface**

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

- 18
19 1. *Sprint Commc'ns Co. v. APCC Servs., Inc.*, 128 S. Ct.
20 2531, 2535 (2008), "...numerous authorities have long
21 held in the assignment context, namely, that an
22 assignee for collection may properly bring suit to
23 redress the injury originally suffered by his
24 assignor.", and "Thus, in the litigation before us,
25 the (Assignees) assert what are, due to that transfer,
26 legal rights of their own. The (Assignees), in other
27 words, are asserting first-party, not third-party,
28 legal rights."

1
2 2. *TWELFTH RMA PARTNERS v. NAT. SAFE CORP.*, 518 SE 2d 44
3 - SC: Court of Appeals 1999 - "In South Carolina, it
4 is well established that an "assignee ... stands in
5 the shoes of its assignor ..." *Singletary 640 *640 v..*
6 *Aetna Cas. & Sur. Co.*, 316 S.C. 199, 201, 447 S.E.2d
7 869, 870 (Ct.App.1994). When a contract is assigned,
8 the assignee should have all the same rights and
9 privileges, including the right to sue on the
10 contract, as the assignor." and "Although we need not
11 reach the issue here, it appears the referee did not
12 believe Insurer's approval of the assignment of RKC's
13 rights was required, and we note it is generally held
14 that an assignment after a loss has already occurred
15 does not require an insurer's consent. See 3 Couch on
16 Insurance 3d § 35:8 (2011 Rev. Ed.) ("[T]he great
17 majority of courts adhere to the rule that general
18 stipulations in policies prohibiting assignments of
19 the policy, except with the consent of the insurer,
20 apply only to assignments before loss, and do not
21 prevent an assignment after loss, for the obvious
22 reason that the clause by its own terms ordinarily
23 prohibits merely the assignment of the policy, as
24 distinguished from a claim arising under the policy,
25 and the assignment before loss involves a transfer of
26 a contractual relationship while the assignment after
27 loss is the transfer of a right to a money claim. The
28 purpose of a no assignment clause is to protect the

1 insurer from increased liability, and after events
2 giving rise to the insurer's liability have occurred,
3 the insurer's risk cannot be increased by a change in
4 the insured's identity." (footnotes omitted)); 44 Am.
5 Jur. 2d Insurance § 786 (2003) ("After a loss has been
6 incurred, the claim to recover insurance proceeds may
7 be effectively assigned by the insured."); 17
8 Williston on Contracts § 49:126 (4th ed.)"

9
10 3. *Southern General Factors, Inc. v. Parker Concrete Pile*
11 *Co.*, 236 F. Supp. 103 - Dist. Court, D. South Carolina
12 1964 - "It is well settled that a debtor has the right
13 to deal with his creditor until notified of the
14 assignment of the debt. *Patten v. Mutual Ben. Life*
15 *Ins. Co.*, 192 S.C. 189, 6 S.E.2d 26, 29, 126 A.L.R.
16 91."

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

25
26 5. *Narruhn v. Alea London Ltd.*, 745 SE 2d 90 - SC:
27 Supreme Court 2013 - "...we note it is generally held
28 that an assignment after a loss has already occurred

1 does not require an insurer's consent. See 3 Couch on
2 Insurance 3d § 35:8 (2011 Rev. Ed.) ("[T]he great
3 majority of courts adhere to the rule that general
4 stipulations in policies prohibiting assignments of
5 the policy, except with the consent of the insurer,
6 apply only to assignments before loss, and do not
7 prevent an assignment after loss, for the obvious
8 reason that the clause by its own terms ordinarily
9 prohibits merely the assignment of the policy, as
10 distinguished from a claim arising under the policy,
11 and the assignment before loss involves a transfer of
12 a contractual relationship while the assignment after
13 loss is the transfer of a right to a money claim. The
14 purpose of a no assignment clause is to protect the
15 insurer from increased liability, and after events
16 giving rise to the insurer's liability have occurred,
17 the insurer's risk cannot be increased by a change in
18 the insured's identity." (footnotes omitted)); 44
19 Am.Jur.2d Insurance § 786 (2003) ("After a loss has
20 been incurred, the claim to recover insurance proceeds
21 may be effectively assigned by the insured."); 17
22 Williston on Contracts § 49:126 (4th ed. 2000) ("As a
23 general principle, a clause restricting assignment [in
24 an insurance policy] does not in any way limit the
25 policy-holder's power to make an assignment of the
26 rights under the policy ... after a loss has
27 occurred.... It is now a vested claim against the
28 insurer and can be freely assigned or sold like any

1 other chose in action or piece of property."); see
2 also Young v. Chicago Fed. Sav. & Loan Ass'n, 180
3 Ill.App.3d 280, 129 Ill.Dec. 212, 535 N.E.2d 977, 980-
4 81 (1989) ("An insurance policy that is assigned after
5 a claim arises is an assignment of the policy
6 proceeds; such a transaction results in an assignment
7 of a chose in action which does not require the
8 insurer's consent." (citing Couch on Insurance));
9 Illinois Tool Works, Inc. v. Commerce & Indus. Ins.
10 Co., 2011 IL App (1st) 093084, 357 Ill.Dec. 141, 962
11 N.E.2d 1042 (2011) (same, citing Young, 129 Ill.Dec.
12 212, 535 N.E.2d at 980-81); Kintzel v. Wheatland Mut.
13 Ins. Ass'n, 203 N.W.2d 799, 804-05 (Iowa 1973)
14 (rejecting an insurer's contention that an insurance
15 policy was not assignable without its consent, and
16 stating, "[a]fter the loss was incurred, the issue
17 became not an assignment of the policy, but the
18 assignment of a chose in action...." (emphasis
19 added))."

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

1 company, Tech To Go, LLC, so that equitable settlement under the
2 Insurance Policy issued by Farm Bureau could be pursued through
3 the courts.

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

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

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

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

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

17 Additionally, the Judges of the First Judicial Circuit,
18 Judge Edgar Dickson; Judge Diane Goodstein; Judge James Jackson,
19 Jr., and Judge Maite Murphy, each hereafter referred to as
20 Defendant Dickson, Defendant Goodstein, Defendant Jackson, and
21 Defendant Murphy, respectively, colluded and conspired both
22 among themselves and with Defendant Brown & Brehmer to obstruct,
23 silence, demean, ignore, and harass Plaintiffs in court.
24 Defendants Dickson, Goodstein, Jackson, and Murphy also allowed
25 Defendant Brown & Brehmer and Defendant Brehmer to both speak
26 for and essentially represent Plaintiffs, in spite of the fact
27 that Defendant Brown & Brehmer and Defendant Brehmer were
28 opposing Counsel.

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

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

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

1 After filing this complaint with the Supreme Court as an
2 Original Jurisdiction Complaint, Daniel E. Shearouse, Clerk of
3 Court South Carolina Supreme Court, has chosen to erroneously
4 file this Complaint as an Appeal, and proceed under the
5 Appellate Court Rules, rather than properly proceeding with this
6 complaint as directed under the SCRCF.

7 When made aware of this error, Defendant Shearouse chose to
8 ignore both his error and Plaintiff's notice of his error. By
9 this action, Defendant Shearouse and the Clerk's Office have
10 chosen to continue, increase, endorse, condone, and support the
11 ongoing abuse that Plaintiffs have suffered from the other
12 Defendants. Defendant Shearouse and the Clerk's Office have
13 chosen to align themselves with the Defendants; therefore
14 Plaintiffs have rightly Amended their complaint to reflect this.

15 **Causes of Action**

16 **Breach of Contract**

17
18
19 Plaintiff believes and will show that an Oath is a Verbal
20 Contract, under which privileges are extended in exchange for
21 the acceptance and proper fulfillment of certain duties,
22 obligations, and responsibilities. Defendants in this case have
23 each failed to uphold these Verbal Contracts to which they
24 agreed, and this breach makes them each individually liable for
25 damages to Plaintiffs, as well as disqualifying them from
26
27
28

1 holding the offices, titles, or positions for which they took
2 their Oath.

3 **Fraud**

4 Plaintiffs believe and will show that Defendants willfully,
5 knowingly, and intentionally colluded and conspired to deny
6 Plaintiffs' rights to due process under, equal treatment in,
7 redress of grievances by, and equal access to our Judicial
8 System, while holding forth and advertising themselves to be
9 upholding the Law as Officers, Employees, Agents, and/or
10 Licensees of the State of South Carolina and it's Court System.
11

12 **Bad Faith**

13
14 Plaintiffs believe and will show that Defendants willfully,
15 knowingly, and intentionally deceived Plaintiff with respect to
16 Plaintiffs' rights regarding Judicial Processes and Procedures,
17 especially, but not limited to, as they apply to Pro Se
18 litigants.
19

20 **Abuse of Process**

21 Plaintiff believes and will show that Defendants willfully,
22 knowingly, and intentionally abused the legal process in an
23 attempt to intimidate, harass, and coerce Plaintiff into
24 abandoning Plaintiff's valid claims and complaints.
25

26 **Malicious Prosecution**
27
28

1 Plaintiffs believe and will show that Defendants willfully,
2 knowingly, and intentionally filed, supported, and validated
3 suits against Plaintiffs that Defendants knew, should have known
4 or could have easily discovered had no proper or reasonable
5 cause.

6
7 **Intentional Infliction of Emotional Distress**

8 Plaintiffs believe and will show that Defendants willfully,
9 knowingly, and/or intentionally engaged in acts which caused
10 Plaintiffs to endure unreasonable and unnecessary emotional
11 distress.

12
13 **Intentional Infliction of Financial Distress**

14 Plaintiffs believe and will show that Defendants willfully,
15 knowingly, and/or intentionally engaged in acts which caused
16 Plaintiff to endure unreasonable and unnecessary financial
17 distress.

18
19 **Intentional Infliction of Social Distress**

20 Plaintiffs believe and will show that Defendants willfully,
21 knowingly, and/or intentionally engaged in acts which caused
22 Plaintiff to endure unreasonable and unnecessary social distress
23 with respect to family, friends, neighbors, acquaintances, and
24 strangers.
25

26 **Maladministration**
27
28

1 Plaintiffs believe and will show that Defendants knowingly
2 exercised faulty, vicious and/or defective conduct in the
3 performance of their official duties with the intention to and
4 which did produce gross injustice.

5
6 **Malfeasance**

7 Plaintiffs believe and will show that Defendants actions were a
8 direct violation of a public trust and/or obligation, and that
9 these actions were positively, knowingly, and intentionally
10 unlawful, harmful, illegal, and/or wrongful.

11
12 **Malpractice**

13 Plaintiffs believe and will show that Defendants are Legal
14 Professionals whose failure to render proper services through
15 reprehensible ignorance, negligence and/or criminal intent
16 caused injury and/or loss to Plaintiffs, which is ongoing and
17 increasing.

18
19 **Relief**

20 Plaintiffs seek the following Relief:

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

23
24 Removal of all Defendants from their positions within the
25 Courts and barring all Defendants from ever serving in the Court
26 system again, including, but not limited to elected, appointed,
27 voluntary, educational, advisory, and/or honorary positions.
28

1 Removal from the Bench of each Defendant who is a Judge and
2 permanent suspension from serving in any Judicial capacity, as
3 well as reviewing the actions of these Defendants with regard to
4 every Pro Se party that has appeared before them to determine
5 how closely Plaintiffs' experience with these Judges aligns with
6 their normal conduct.
7

8 Complete suspension of Defendants' privilege to practice law
9 in the State of South Carolina for a period of not less than one
10 year, during which time they may not practice, consult, advise,
11 volunteer, or engage in any activity that has legal implications
12 for anyone other than themselves or for which their legal
13 knowledge is in any way used, may be used, or is a
14 consideration.
15

16 After this period of complete suspension, Defendants may
17 have their privileges partially restored for a probationary
18 period of not less than two years, during which time all of
19 their professional actions, activities, efforts and appearances
20 must be overseen, approved, and reviewed by a panel of not less
21 than three individuals, of which only one in three may be other
22 legal professionals. During this probationary period, Defendants
23 may not charge for their legal services; may not appear before
24 any Judge or be seated with either party in any Legal or
25 Judicial proceeding and/or hearing; and when selecting clients
26 and/or cases must give preference to those who would not be able
27
28

1 to afford to pay for legal representation, regardless of the
2 merits of their cause, case, complaint, or situation. Failing to
3 abide by these probationary guidelines results in another year
4 of complete suspension of the privilege to practice law in the
5 State of South Carolina, and another probationary period.

6
7 After successful completion of this probationary period and
8 for a period of not less than three years, Defendants privilege
9 to practice law in the State of South Carolina is reinstated
10 without restriction, but all of the professional actions,
11 activities, efforts, etc of Defendants are subject to periodic
12 review by a panel of not less than three individuals, of which
13 only one in three may be other legal professionals. Anything
14 deemed inappropriate by this panel results in a return to the
15 probationary period.
16

17 Compensation for damages in the following amounts:

18 **\$3,000,000.00** from each Defendant for Breach of Contract;
19
20 **\$3,000,000.00** from each Defendant for Fraud; **\$3,000,000.00** from
21 each Defendant for Bad Faith; **\$3,000,000.00** from each Defendant
22 for Abuse of Process; **\$3,000,000.00** from each Defendant for
23 Malicious Prosecution; **\$3,000,000.00** from each Defendant for
24 Intentional Infliction of Emotional Distress; **\$3,000,000.00** from
25 each Defendant for Intentional Infliction of Financial Distress;
26
27 **\$3,000,000.00** from each Defendant for Intentional Infliction of
28 Social Distress; **\$3,000,000.00** from each Defendant for

1 Maladministration; **\$3,000,000.00** from each Defendant for
2 Malfeasance; **\$3,000,000.00** from each Defendant for Malpractice;
3 Punitive Damages of **\$10,000,000** from each Defendant, and an
4 additional 1/3 of each Defendant's total for Legal costs and
5 fees.
6

7 Dated this Saturday, February 29, 2020

8 *Marion Bochette*
9 *Johnnie Ann Carroll*
10 *Robert M Cox*
11

12 Marion Bochette
13 Johnnie Ann Carroll
14 Robert M Cox
15 105 Oakdale Dr
16 Summerville, SC
17 29483

18 **Post Script**

19 Plaintiff reserves the right to amend this complaint, and
20 stipulates that this complaint serves as a rough outline and not
21 a full explanation, so any decision(s) made regarding this
22 complaint without a full hearing before the Supreme Court of the
23 State of South Carolina is/are not only violation(s) of
24 Plaintiffs' Civil Rights, but also cause(s) for additional
25 damage(s) to Plaintiffs, transforming those responsible into
26 Defendants in this ongoing situation.
27
28

February 29, 2020

Robert M Cox
Tech To Go, LLC
Phone (843)879-8646
E-mail Going_Tech@yahoo.com

Clerk of Court

Daniel E. Shearouse

Post Office Box 11330
Columbia, South Carolina 29211

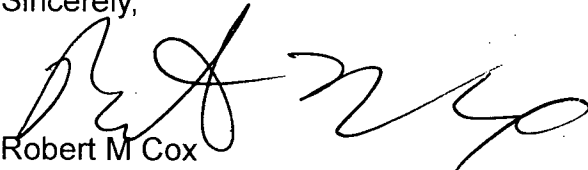
To Daniel E. Shearouse, Clerk of Court South Carolina Supreme Court:

Subject: Johnnie Ann Carroll v. Brown and Brehmer, Case No. 2019-001892

Enclosed is an amended copy of Plaintiff's Original Jurisdiction Complaint. Both you and the Clerk's Office have been added as Defendants, and are subject to the same Relief that Plaintiffs seek from the other Defendants, because your (in)actions and those of your Office make clear that you and your office support, condone, defend, and endorse the actions of the other Defendants.

I will continue to send items to the Clerk's Office regarding this case, but it will be necessary for you and your office to take these directly to the Justices of the Supreme Court without opening, reading, or otherwise viewing their content or taking action with regard to them.

Sincerely,


Robert M Cox

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MAR 03 2020
SC Court of Appeals

Enclosures

This envelope contains two documents:

1. Letter to Clerk
2. Amended Complaint

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MAR 08 2020

SC Court of Appeals

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105 Oakdale Dr
S'ville, SC 29483

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29483 0006

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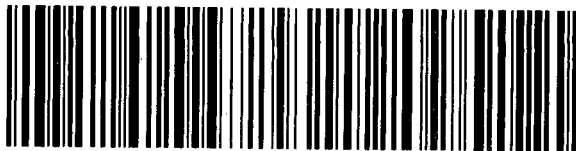
SC Court of Appeals
Jenny Abbott Kitchings

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