

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

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Case No. 2018-CP-400-6344

Appellate Case # 2019-001488

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**RECEIVED**  
JUL 07 2020  
SC Court of Appeals

MB Hutson/ MB Hudson

Appellant.

v.

Penn America Insurance Company,  
Global Indemnity Group, Inc.,  
Timothy J. Newton, Esq. and  
J.R. Murphy, Esq., John Doe #1 and  
John Doe #2

Respondents.

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APPELLATE'S RESPONSE TO RESPONDENT TIMOTHY J. NEWTON'S  
MOTION TO STRIKE

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Comes now the Appellant MB Hutson who states the following:

On June 15, 2020, Respondent Newton filed a five page Motion to Strike various sections or sentences submitted by Appellant in his appeal or responses. Each and every objection that Respondent filed was done so for the sole purpose of confusing the Honorable Court. Instead of responding to each of the five pages of objections, Appellant finds it far more compelling to simplify this entire case by specifically sticking to the

solid basic facts of wrong doings and extrinsic fraud perpetrated by all Respondent's of which they try to hide and dance around for fear of losing the license to practice law.

A) All Respondent's were aware of TLC's extrinsic fraud carried out by TLC lawyers.

B) All Respondent's were aware that Appellant was protected by the legal promise and obligations that Penn America and Global Indemnity had, since Appellant was the insured.

C) All Respondent's agreed to willfully not defend Appellant against the existing extrinsic fraud even though all Respondent's fully understood that Appellant the insured ) would be financially destroyed since no one can win this legitimate case while the attorneys representing Appellant and TLC's attorneys were concealing crucial evidence preventing Appellant from having his case heard before many Courts and Honorable Judges.

D) All Respondent Attorneys and the insurance companies were fully aware of the concealments and proceeded to settle Appellant's case in State Court knowing full well their decisions not to defend would ruin the Appellant, yet they failed to warn the insured of the consequences.

E) Respondents never gave Appellant notice (in person, nor in writing) that:

1) Respondents made a "business decision" *not to* defend, nor take action to expose to the court the extrinsic fraud created by TLC Holdings, LLC with the assistance of their attorneys (then case Plaintiffs) albeit wrongful and intentional, nor that

- 2) that decision would destroy Appellant's life/health, financial future, and future ability to conduct business.

Their decision was simply made to get Appellant's case off their books. At the bottom of Respondent Tim Newton's 16 paragraph letter dated August 13, 2018 ( and attached to Appellant's Emergency Motion filed on July 3, 2020 ) while Newton talks about extrinsic fraud Newton writes the following:

*"However, that is something you would have to follow up with on your own. I can't undertake that. Possibly Frank could file a motion if Penn-America approves it, but he and I both have agreed to put everything on hold until the mediation".*

This shows that Penn America simply made a business decision not to address the extrinsic fraud that all Respondents were fully aware of and allow their insured, this Appellant, to be destroyed.

Respondents:

1. joined and assisted TLC's attorneys in continuing the extrinsic fraud which prevented Appellant from ever winning or having his case fairly heard.
2. knew Appellant could never win a case before a Jury with the extrinsic fraud undisclosed, and this Appellant lost as these Respondents expected due to their continued concealment of the underlying extrinsic fraud.
3. Presented themselves to this Appellant as if they were going to win for the Appellant, while they intentionally conspired with those who created the

original extrinsic fraud. This violates all ethical, moral and legal duties including breaking the oath required by rule ( 402 ).

4. via intentional concealment of their knowledge of the facts, they simply led this Appellant right into a trap. Such concealment is against all that the Honorable Courts expect and require from lawyers.

The United States Court of Appeals for the Sixth Circuit has delineated five (5) elements of conduct that constitute extrinsic fraud upon the Court;

1. "On the part of an officer of the Court;"
2. "That is directed to the judicial machinery' itself;"
3. "That is intentionally false, willfully blind to the truth, or is in reckless disregard for the truth;"
4. "That is a positive averment or is concealment when one is under a duty to disclose;" and
5. "That deceives the Court."

--DemJanjuk v. Petrovsky, 10 F. 3D 338, 348 (6th Cir. 1993)

Appellant has filed for an Emergency Motion to require these Respondents, attorneys guilty of non-disclosure of known extrinsic fraud, to confess or own up to their involvement in the deliberate destruction to this Appellant, which was conspired primarily to protect their associates, the attorneys who created and orchestrated the Extrinsic Fraud Upon the Courts. This case should become a prime example and required

study for the young men and women entering the legal profession showing that the corruption of the officers of the courts will not be tolerated.

The 'business decisions,' as Respondents prefer to refer to their non-disclosures to the courts were destructive, dishonest, and intentional. They caused this Appellant great harm. Appellant asks this Court *not to allow* these dishonest Respondents to prey upon the Honorable Appellant Judges and Court of Appeals. All attorney Respondents, should have their badges taken from them for they have no commitment to their oath nor respect for the Courts and its Judges. Judges are required to make rulings while relying on what those officers of the court are presenting. How can Judges rule fairly when those presentations are full of deceit and those officers of the court are more committed to protecting each other than justice?

This Appellant has provided the Honorable Courts *proof beyond any reasonable doubt* that the extrinsic fraud exists via his Emergency Motion filed on July 3, 2020 with attachments.

Appellant concludes his response by simply reciting what Respondent Tim Newton personally wrote to Appellant prior to the Jury Trial while still representing both Penn America and Global. Newton's paragraph 1 through 16 was written to Appellant with no demands from Appellant. Respondent Newton voluntarily wrote Appellant the 16 paragraph letter which is attached to the Emergency Motion (p. 2).

*“16 . It's hard to see why TLC and its lawyers should not have, in good faith, simply told you ( and the court ) that the Big Water Resort property was undevelopable because it was already obligated to double lifetime memberships as a private club. It appears that could easily have averted the entire fiasco.*

*Since attorneys were involved, and it resulted in your inability to present your case in Court, and possibly led to the sanctions order and judgment against you, there might possibly be extrinsic fraud on the court to support setting aside the Consent Order. See Chewning v. Ford Motor Co. 354 S.C. 72, 579 S.E. 2d 605 (2003)".*

Newton offered more case law supporting the extrinsic fraud to Appellant over the phone.

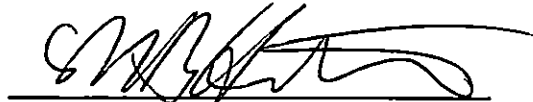
What more proof does any Court or jury need?

- Respondents were aware of the extrinsic fraud,
- concealed it to the courts,
- causing un-told grief, and losses to the insured Appellant.

All Respondents were aware of the undisclosed Extrinsic Fraud Upon the Courts. Protecting their associates, fellow attorneys at other firms, they refused to disclose their crime to the Courts. Now, even Christian Stegmaier, Esq. (who curently represents Penn America and Global since T.J. Newton and J.R. Murphy ( both of Murphy & Grantland ) were fired by these insurance companies, is falling into the same scheme: protecting your fellow attorneys is paramount to protecting your client and honoring your oath.

The question remains: Is there a court strong enough to end the crime within its own house?

July 6, 2020



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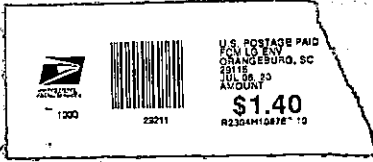
**PROOF OF SERVICE**

I certify that I have served the Appellate's Response to Newton's Motion to Strike <sup>[1]</sup> ~~SEP~~ with a copy of this Proof of Service on: Penn America Insurance Company & Global Indemnity Insurance Company, J.R. Murphy, Esq., and Timothy Newton, Esq. by depositing a copy of it in the United States Mail, postage prepaid, on July 6, 2020 addressed to the insurance companys' attorney of record, Christian Stegmaier, Esq., @ Post Office Box 12487, Columbia, South Carolina 29211-12487, *and also to* J.R. Murphy, Esq. and Timothy J. Newton, Esq., both of Murphy and Grantland, P.A. (both acting as Pro Se, of record), at Post Office Box 6648, Columbia SC 29260-6648.

July 6, 2020

  
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