THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No. 2018-CP-400-6344

Appellate Case # 2019-001488

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.

Appellant's Response to Respondent's Motion For Injunctive Relief

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Comes now the Appellant who cites the following:

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;"

5. "That deceives the Court."

FURTHERMORE, the U.S. COURT OF APPEALS (1st Circuit), clearly ruled (892 F.2d 1115):

" 'Fraud on the court,' upon which dismissal of action can be based, occurs where it can be demonstrated, clearly and convincingly, that a party has sentiently set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact or unfairly hampering presentation of opposing party's claim or defense."

Respondent, Newton, Esq., writes an e-mailed letter to Appellant on August 13, 2018, wherein he identifies the characteristics of the underlying Extrinsic Fraud (page two, item # 16): (Emphasis mine.)

"It's hard to see why TLC and its lawyers should not have, ... 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 ... 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)."

Essentially, the Rule 3.3 states that *(SCRPC, p. 259, ll. 4 - 13): "the involvement of an attorney in suborning perjury or intentionally concealing documents amounts to* ***extrinsic rather than intrinsic fraud****:*

> .... *(ll. 6 – 8)* perjury by an attorney and/or the *intentional concealment of documents by an attorney* are actions which *constitute EXTRINSIC FRAUD (SCRPC, p. 259,)*
>
> ....(*ll. 11 – 13*) ..(that) *effectively precludes the opposing party (*now this Appellant*,) from having his day in court. Id. at 82, 579 S.C.2nd at 610-611. (SCRPC, p. 259).*

SCRPC Rule 3.3 further states on pages 258-259 that:

--"A PARTY MAY OBTAIN RELIEF FROM A JUDGMENT FOR FRAUD ON THE COURT. Historically, South Carolina courts have distinguished between extrinsic fraud, for which relief is available...Extrinsic fraud is collateral to the question examined and prevents the party from presenting a case...in Chewning v. Ford Motor Company" (case cited by Respondent Newton) "354 S.C. 72, 579 S.C.2d 605 (2003), the court stated that the involvement of an attorney in suborning perjury or intentionally concealing documents amount to extrinsic rather than intrinsic fraud." (ll. 2-5).

These *sanctions/damages from which a party may obtain relief from a judgment against that party* is *fraud on the court (SCRPC, p. 258, par.3)* This **amounts to extrinsic** rather than intrinsic **fraud":** (emphasis mine)

False Evidence in Civil Proceedings (SCRPC RULE 3.3, p. 259-par. 2)

The intentional concealment of documents by an attorney are actions that constitute Extrinsic Fraud. **Where the attorney(s) (officer(s) of the court) intentionally conceal(ed)**

documents, they effectively precluded the opposing party (in this case the Appellant) **from having his day in court."** (Id. at 82, 579 Sl.E.2d at 610-611**;** Annotated SCRPC 2016 Ed., South Carolina Bar.

Appellant reminds the Honorable Appeals Court that Respondents, including Christian Stegmaier, had copies of attorney Laura Paton, Esq.s' authored brief included herein, which lists and describes some 55 frauds committed by TLC. As soon as TLC's attorneys appeared before Federal and State Judges, they concealed Paton's listed fraud from the court thus preventing Defendant/Appellant from ever having his case heard. Penn America/Newton, Respondents, took NO ACTION to have that recognized. Paton, Esq., hired by Penn America/Global Indemnity Insurance companies (PAIG), thoroughly investigated and cited the 55 counts of fraud. All Respondents including Christian Stegmaier Esq., committed Extrinsic Fraud when they failed to report the Extrinsic Fraud upon the Courts to the Court/Tribunal, which had been created by TLC's (opposing) Attorneys. Respondents conspired and continued to carry forward the Extrinsic Fraud Upon the Courts stealing Appellant's ability to have his cases heard. This is nothing short of Thief by Deception and failure to exhibit Candor toward the Tribunal:

> Rule 3.3: Candor Towards the Tribunal: **"One who intentionally conceals critical evidence for the sole purpose of self preservation at the cost of disgracing, deceiving, plotting and defrauding the Honorable Court, is creating Extrinsic Fraud upon the Court".**

Apparently, these attorneys, Respondents, were choosing to do the bidding of the Insurance Companies that they represented rather than act on the Honorable Oath with which they were sworn in as Officers of the Courts of the State of South Carolina:

Lawyer's Oath

South Carolina Appellate Court Rule 402(k)

I do solemnly swear (or affirm) that:

I am duly qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been appointed, and that I will, to the best of my ability, discharge those duties and will preserve, protect and defend the Constitution of this State and of the United States;

I will maintain the respect and courtesy due to courts of Justice, judicial officers, and those who assist them;

To my clients, I pledge faithfulness, competence, diligence, good judgment and prompt communication;

To opposing parties and their counsel, I pledge fairness, integrity, and civility, not only in court, but also in all written and oral communications;

I will not pursue or maintain any suit or proceeding which appears to me to be unjust nor maintain any defenses except those I believe to be honestly debatable under the law of the land, but this obligation shall not prevent me from defending a person charged with a crime;

I will employ for the purpose of maintaining the causes confided to me only such means as are consistent with trust and honor and the principles of professionalism, **and**

“will never seek to mislead an opposing party, the Judge or Jury by a false statement of fact or law".

I will respect and preserve inviolate the confidences of my clients and will accept no compensation in connection with a client's business except from the client or with the client's knowledge and approval;

I will maintain the dignity of the legal system and advance no fact prejudicial to the honor or reputation of a party or witness, unless required by the Justice of the cause with which I am charged;

I will assist the defenseless or oppressed by ensuring that justice is available to all citizens and will not delay any person's cause for profit or malice;

So help me God.

EXTRINSIC Fraud on the Court(s) occurs where “it can be demonstrated, clearly and convincingly, that a party has sentiently, with full awareness of, *or* set in motion some unconscionable scheme calculated to interfere with the judicial system’s ability to impartially adjudicate a matter by improperly influencing the trier of fact or unfairly hampering the presentation of the opposing party’s claim or defense.” (Aoude v. Mobil Oil Corp., 892 F.2d 1115, 1118 (1st Cir. 1989).

Intentional concealment by Respondents and Christian Stegmaier constitutes theft against Defendant/Appellant’s civil rights. Any officer of the court who conceals evidence which is required to be disclosed commits "Obstruction of Justice".

A. Extrinsic fraud upon the Courts by an officer of the court who intentionally violates his sworn Rule 402(d) oath is criminal. This was the very reason this

Appellant was not allowed to have his case heard nor forwarded to a jury by the lower court (Judge Nettles).

B. Respondents and Christian Stegmaier have intentionally filed copies of all of Appellant's cases that were lost stating the reason for such loses were due to frivolous or harassing cases. All Respondents, however, were fully aware that Appellant had been defrauded and that extrinsic fraud upon the courts was being used by TLC Holdings, LLCs' attorneys that prevented Appellant's cases from being heard. Instead of Respondents reporting the fraud and extrinsic fraud by TLC's attorneys, Respondents and later, Christian Stegmaier, Esq., chose to join the corrupt TLC attorneys via conspiring to continue the fraud and extrinsic fraud against Hutson/insured/Appellant. This was a business decision to end the responsibility for their client, PAGI client, at the expense of destroying this Appellant financially.

Appellant has submitted overwhelming evidence that clearly reveals dozens of rules and laws all these Respondents (including Christian Stegmaier, Esq.) intentionally broke or violated to intentionally dispose, damage and doom the Appellant in order to aid their clients, Penn America Ins. Co & Global Indemnity (PAGI). **Appellant's filing for an Appeal is totally due to the on-going damages Appellant has been, and continues to, suffer and endure due to Respondents'**

1) Recognition of (verified above by T. Newton's correspondence of 8 /13/ 18, and

2) Respondents' decisions to:

a) ***waive their legal obligation to report Extrinsic Fraud to the court*** **(as outlined in Respondent Tim Newton's 8-13-2018 email) and rather,**

b) ***chose to support the Extrinsic Fraud via maintaining a position of non-disclosure*** **of the intentionally crafted Extrinsic Fraud to the courts against this Appellant, and**

c) **support their decision with** fraudulent lies in the courts and against this Appellant knowing that with the undisclosed Fraud upon the Court, that they were aiding and supporting Appellant's continuous losses.

These Respondents don't hesitate to twist or misrepresent the truth to hide their failure to expose fellow-attorney crimes. Now they ask the Honorable Appeals Court to protect their unlawful actions.

Appellant has clearly presented evidence that requires this case to be remanded directly to a Jury. In a jury trial, Appellant would have the ability to put individuals on the stand and question the same to make his case.

Since Respondents brought up the subject about Christian Stegmaier's lies before Judge Hood, Appellant has included his letter written directly to Judge Hood after the October 15, 2020, hearing when Stegmaier is caught in a direct lie aimed to discredit this Appellant. PAIG allows, and perhaps even directs their attorneys to intentionally lie and conceal evidence in front of Honorable Judges...perhaps even to Judge Hood to discredit this Appellant.

Respondent Timothy Newton, Esq., formerly counsel to PAIG, has also lied to the courts for PAIG, as well as to this Appellant. He has also told Appellant (on two

occasions) that "I am praying for you." How can that possibly be true while he was simultaneously defrauding Appellant causing this Appellant chaotic damage, pain and suffering which resulted in Appellant's income becoming (3) to (4) times below Poverty Guidelines.

Newton wrote a 16 paragraph letter (August 13, 2018) to Appellant as shown below while still representing Penn America and Global Indemnity of which betrayed PAGI by bringing to Appellant's attention that Newton and other Respondents had knowledge of the extrinsic fraud carried out by TLC's attorneys, yet all Respondents continue allowing the extrinsic fraud and, by not reporting the same, join TLC's attorneys in the conspired continuation of the extrinsic fraud. Christian Stegmaier, Collins and Lacy, Timothy J. Newton/Murphy and Grantland broaden the extrinsic fraud and deception by concealing evidence from the Courts and concealing their plan to pretend to represent the insured when, in fact, they fully understood that due to their continued extrinsic fraud, Appellant had *no chance to ever win*.

Appellant reminds the court the following;

1. Any officer of the court/attorney who holds a license to practice law in the State of South Carolina and commits extrinsic fraud upon the court is a thief, and liar for he steals the Appellant's ability to have his case heard.
2. Any officer of the court/attorney who holds a license to practice law in the State of South Carolina who commits fraud and deception upon Appellant is committing theft by deception upon the victim, in this case, the Appellant.
3. Any officer of the court/attorney who actively represents PAGI provides legal advice that is negative to their client’s interest(s) disgraces the legal systems in it's entirety.

Those actions totally betrayed PAGI and in essence, alerted Appellant that all Respondents were cheating him for the sole purpose of dropping the Appellants' insurance.

Appellant provides a copy of the letter Newton of Murphy Grantland wrote to Appellant while Newton was representing PAGI, and asks the Appellate Court to figure out why Newton, Esq. of Murphy Grantland would write such a letter knowing full well he would expose the cover-up of his client, PAGI?

Newton's letter via email:

Date: August 13, 2018 at 10:49:58 AM EDT

To: "Mr. H" <hmr226621@gmail.com>

Subject: RE: Setting aside the Judgment

Mr. Hutson,

I need to remind you that I don't represent you and I can't represent you because I represent Penn-America. To the extent there is a common interest, I note the following:

1. Renee Roark testified at trial in the defamation action that you contacted her in October 2010 looking for waterfront property to develop.

2. Susan Stroman admitted at trial sending you an e-mail dated November 11, 2010 in which she indicated the campground could possibly be moved or the members bought out. However, she denied having said that on behalf of TLC.

3. The alleged lease between Big Water Resort, LLC and TLC Holdings, LLC, if it existed, was never recorded, although it was for a term of more than a year.

4. The membership agreements between the campground members and Big Water Resort, LLC were never recorded. Possibly they should have been, since they granted campground members rights to use Big Water Resort, LLC's facilities for life plus the lifetime of a survivor. See S.C. Code s 27-33-30 (requiring "any . . . agreement for the use . . . of real estate" to be recorded.

5. There is some case law indicating lifetime memberships are for the duration of the club member, and can only be terminated for cause. Paul Gabrillis, Inc. v. Dahl, 154 Or. App. 388, 961 P.2d 865 (Or. Ct. App. 1998); Martin v. Town & Country Dev., Inc., 230 Cal. App. 422, 41 Cal. Rptr. 47 (Cal. Ct. App. 1964).

6. The campground membership agreements I have seen do not specify what particular property is included in "BWR's present and future campground recreation facilities."

7. The Lease-Purchase Agreement pertains to all of TLC's property at the Big Water Resort site.

8. The Membership Interest Purchase Agreement in Big Water Resort, LLC does not specify what property is subject to the campground membership agreements.

9. The Settlement Agreement dated March 30, 2012 is between TLC Holdings, LLC (and its principals) and Hutson only. TLC is represented as the landlord, and Hutson is represented as the tenant. Big Water Resort, LLC and the campground members are not parties.

10. The Settlement Agreement, in para. 5, obligates Hutson to submit a Qualified Plat for a proposed subdivision "as shown on Exhibit 'A' attached hereto." There are provisions for an acreage release, and it appears the payments owed to TLC may be paid from the proceeds of the subdivision and sale of parcels of the property.

11. The copy of this Settlement Agreement that was made an exhibit at Hutson's bankruptcy deposition had two hand drawings immediately after the last page, which reads "Exhibit A." These drawings depict the approximate location of the proposed development as being on the campground parcel.

12. Despite the language in the Lease-Purchase Agreement and the Settlement Agreement that the subdivision and sale pertained to unimproved portions of the property, the letter that TLC's attorney Tom Harper submitted to the Clarendon County Planning Commission with TLC's approval depicts a development on the campground property.

13. The Consent Order filed April 13, 2012 incorporates the Settlement Agreement but does not otherwise mention Big Water Resort, LLC or the campground members. It reads as if it pertains to a mere landlord-tenant dispute.

14. Bonnie Youmans testified at trial (by way of her deposition) that she thought all of TLC's property was part of the Big Water Resort campground and she would have considered it a violation of the campground memberships to have developed condominiums on the campground property. This testimony was unopposed.

15. I can see how you could argue that the Consent Order is invalid because it attempts to adjudicate the rights of parties not before it. If you were ordered to develop property that was subject to lifetime use rights, that probably should have been brought to the court's attention. Furthermore, I can see how you could argue you did not realize you were being obligated to violate the rights of the campground members by developing since TLC never specified exactly which property was subject to the campground memberships.

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).**

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.

I highly recommend that you get a lawyer involved, even if it's a pro bono lawyer. If you need the documents supporting the above, let me know.

Tim N.

Murphy & Grantland, P.A.
Tim J.Newton, Esquire
tnewton@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260

Only a thief and a liar would intentionally send the insured/Appellant in front of a jury while being fully aware that Appellant could never win his case before the jury when Extrinsic Fraud upon the Court existed. All lawyers have a legal duty/obligation to report extrinsic fraud but Respondents chose to conceal the same. Appellant was forced to attend the jury trial since Timothy Newton, Esq. of Murphy Grantland (in behalf of PAGI) had threatened this Appellant that if Appellant failed to appear at the jury trial, his coverage would be canceled. Appellant had no choice and was forced to sit before a jury while no lawyer disclosed to the court or reported to the court that extrinsic fraud was being perpetrated against the court and fraud against the Defendant/Appellant.

Prior to that trial, PAGI and Newton hired Laura Paton, Esq. to investigate if Hutson/Appellant was defrauded. Appellant included her written statements shown below outlining some 55 acts of fraud by TLC Holdings, which underlied the case that went to trial. Her report was distributed *to all attorneys hired by PAGI to represent*

Defendant/Appellant and **not one of those lawyers reported the fraud as required by law.** At the Jury Trial, Respondent Timothy Newton, Esq. appeared at and had a private meeting with the sitting Judge and TLC attorneys, yet still refused to report the extrinsic fraud. Furthermore, Newton instructed Defendant/Appellant to remain silent and say noting about extrinsic fraud to the judge prior to the 20 minute meeting behind closed doors while the Jury waited.

This is what Laura Paton, Esq. stated:

42. That on or about 2010, Defendant Hutson was introduced to TLC Holdings, LLC's owners Richard Clark and Steve Lovell (hereinafter collectively TLC parties) by real estate agent Susan Stroman for the purpose of purchasing the land at 5215 Dingle Pond Road, Summerton, SC (hereinafter "the property").

43. That Richard Clark, Steve Lovell, with James Thigpen, owned and operated TLC Holdings, LLC.

44. That Richard Clark and Steve Lovell, with James Thigpen, owned and operated BWR.

45. That Richard Clark and Steve Lovell controlled, owned and operated other corporate entities, hereinafter referred to as "John Doe Corporations", which were created to perform single purpose functions in order to effectuate the sole will of Messrs. Clark and Lovell.

46. That in or around December 2010, Defendant Hutson met with the TLC parties and advised the TLC parties that he sought to purchase the lake-front land at 5215 Dingle Pond Road, Summerton, SC, close the campground currently operating at the property, and develop water-front condominiums on the land.

47. That during the December 2010 meeting the TLC parties advised Defendant Hutson that the property was owned by TLC Holdings and the campground business was owned by Big Water Resort, LLC ("BWR").

48. That during the December 2010 meeting the TLC parties advised Mr. Hutson that in order to purchase the land, he would be required to purchase BWR as well.

49. That during the December 2010 meeting the TLC parties advised Mr. Hutson that there was water and sewer adjacent to the property for development but failed to disclose the moratorium of approximately 5 years preventing development of the property.

50. That during the December 2010 meeting the TLC parties advised Mr. Hutson that BWR had no known debt.

51. That during or after the December 2010 meeting the TLC parties advised Mr. Hutson that BWR had an annual income of approximately $200,000.00.

52. That during and after the December 2010 meeting, the TLC parties concealed BWR's $300,000 annual losses.

53. That during the December 2010 meeting the TLC parties advised Mr. Hutson that BWR had no accounting records.

54. That during the December 2010 meeting the TLC parties advised Mr. Hutson that the value of BWR was $500,000 and the value of the land at 5215 Dingle Pond Road, Summerton, SC was $6 million.

55. That TLC parties and Mr. Hutson negotiated for Mr. Hutson to lease the land with the option to purchase in 12 months for $6 million or 24 months for $7 million.

56. That during the December 2010 meeting the TLC parties and Mr. Hutson discussed the length of the Lease Purchase Agreement so that Mr. Hutson would have sufficient time to secure the necessary permits to develop the property.

57. That prior to executing the Lease Purchase Agreement and the Membership Interest Purchase Agreement (hereinafter collectively “the Agreements” attached as Exhibits A and B), Mr. Hutson searched the property title record; no liens or encumbrances were found.

58. That prior to purchase by Mr. Hutson, the TLC parties negotiated with Black River Electric for underground power.

59. That prior to purchase by Mr. Hutson, the TLC parties received, but refused to pay, for the cost of installation of the underground power.

60. That prior to purchase by Mr. Hutson, the TLC parties did not disclose the outstanding bill for installation of underground power encumbering the land and BWR.

61. That subsequent to the December 2010 meeting, the TLC parties and Mr. Hutson executed the Membership Interest Purchase Agreement for BWR and a Lease Purchase Agreement for the property at 5215 Dingle Pond Road, Summerton, SC (hereinafter collectively "the Agreements").

62. That the Membership Interest Purchase Agreement includes a representation by the TLC parties, "(T)here are no actions, suits, or proceedings either at law or equity ... or to the knowledge of the Sellers threatened."

63. That the Membership Interest Purchase Agreement includes a representation by the TLC parties that, "Seller represents, warrants and covenants to Purchaser as follows: "(the business is) In compliance with all laws regulations and orders applicable to its business."

64. That the Membership Interest Purchase Agreement includes a representation by the TLC parties representing that they had "good and marketable title to all of its properties and assets."

65. That the Lease Purchase Agreement includes representations by the TLC parties ensuring that they have good and marketable title to the land at 5215 Dingle Pond Road, Summerton, SC.

FOR A FIRST CAUSE OF ACTION
(Fraud or, in the Alternative, Negligent Misrepresentation – Failure to Disclose Encumbrances on the Property as to the TLC Parties)

66. That prior to execution of the Agreements, the TLC parties knew that there were approximately 700 “Retail Membership Agreements” encumbering the property.

67. That prior to the execution of the Agreements, the TLC parties knew or should have known that the Retail Membership Agreements are timeshares subject pursuant to South Carolina code and subject to the recording requirements of Sections 27-32-10 through 27-32-250 of the 1976 Code are designated as Article 1 of Chapter 32, Title 27, and entitled 'Vacation Time Sharing Plans'."

68. That the TLC parties knowingly and / or negligently failed to disclose and / or concealed information that the Retail Membership Agreements provided that each holder: 1) a right to use campground facilities, and services solely for members recreational and enjoyment, (emphasis supplied), 2) this right to use the facilities ranges from 5 years up to two life times.

69. That the TLC parties advised Mr. Hutson that the Retail Membership Agreements could be terminated / divested such that he could proceed with development of the property.

70. That the TLC parties knowingly and / or negligently failed to record the timeshares encumbering the property as required by statute and, therefore, hid from disclosure the encumbrances upon the property prior to Defendant Hutson's execution of the Agreements.

71. That the TLC parties had a statutory duty to record the encumbrances pursuant to Sections 27-32-10 through 27-32-250 of the 1976 Code are designated as Article 1 of Chapter 32, Title 27, and entitled 'Vacation Time Sharing Plans'."

72. That Mr. Hutson and his attorney performed title searches with the Clarendon County Register of Deeds prior to purchase and no encumbrances as to the time shares were found.

73. That the TLC parties had a pecuniary interest in knowingly and / or negligently concealing the encumbrances on the property to induce Mr. Hutson to enter into the Agreements to secure a maximum profit to the TLC parties and to disgorge a failing business.

74. That as a result of the TLC parties actively, intentionally, knowingly, willfully, wantonly, recklessly, and / or negligently failing to record the timeshares encumbering the property, they knowingly and / or negligently concealed such encumbrances which require disclosure by statute and induced Mr. Hutson to enter into the Agreements.

75. That in relying on the fraudulent representations and / or negligent misrepresentations, Mr. Hutson did materially change his position entering into the Agreements without

knowledge of the timeshares believing, as was represented by the TLC parties, that the property was unencumbered.

76. That, as a result of such fraudulent and / or negligent misrepresentations, Mr. Hutson has been damaged, and continues to be damaged, and has suffered pecuniary loss as a direct and proximate result of his reliance on the TLC parties representations.

77. Therefore, as a direct and proximate result of the TLC parties' actions, Mr. Hutson is entitled to actual, direct, consequential, incidental, special, and punitive damages as aforesaid, all in an amount to be determined by the trier of fact and any attempts in any contractual agreement for the limitation or disclaimer of same or any other waiver or other limitation are null, void, unenforceable, and subject to rescission as a matter of law.

FOR A SECOND CAUSE OF ACTION
(Fraud, or in the Alternative, Negligent Misrepresentation – Material Misrepresentation as to Financial Position as to the TLC Parties)

78. That prior to execution of the Agreements, the TLC parties advised Mr. Hutson that the value of BWR was $500,000 and the value of the land at 5215 Dingle Pond Road, Summerton, SC was $6 million.

79. That prior to execution of the Agreements, the TLC parties advised Mr. Hutson that BWR had an annual income of approximately $200,000.00.

80. That prior to execution of the Agreements, the TLC parties did not advise Mr. Hutson that BWR was operating at a substantial loss upwards of $300,000 per year, outstripping its income.

81. That prior to execution of the Agreements, the TLC parties advised Mr. Hutson that BWR had no accounting records.

82. That prior to execution of the Agreements, the TLC parties knew that the operating expenses of BWR exceeded its income.

83. That prior to execution of the Agreements by Mr. Hutson, the TLC parties negotiated with Black River Electric for underground power.

84. That prior to execution of the Agreements by Mr. Hutson, the TLC parties received, but refused to pay, for the cost of installation of the underground power.

85. That prior to execution of the Agreements by Mr. Hutson, the TLC parties did not disclose the outstanding bill for installation of underground power encumbering the land and BWR.

86. That Mr. Hutson had a right to rely, and did rely, on the various representations of the TLC parties' as to the condition of their business and its encumbrances, including, but not limited to, those representations expressly outlined in the Agreements signed by the TLC parties.

87. That the TLC parties actively, intentionally, willfully, wantonly, recklessly, and / or negligently misrepresented and / or concealed the financial condition, including, but not limited to, the operating costs and expenses of BWR, to induce Mr. Hutson to purchase BWR and enter into the Agreements.

88. That the TLC parties actively, intentionally, willfully, wantonly, recklessly, and / or negligently misrepresented and / or concealed the financial condition, including, but not limited to, the annual income of BWR and accounting records of BWR, to induce Mr. Hutson to purchase BWR and enter into the Agreements.

89. That the TLC parties actively, intentionally, willfully, wantonly, recklessly, and / or negligently misrepresented and / or concealed the financial condition, including, but not limited to, the debt owed to Black River Electric, to induce Mr. Hutson to purchase BWR and enter into the Agreements.

90. That as a result of the TLC parties' intentional, active, willful, wonton, and / or reckless and / or negligent misrepresentations and / or concealments, inducing Mr. Hutson to enter into the Agreements, he has suffered irreparable harm including, but not limited to, significant financial harm.

91. Therefore, as a direct and proximate result of the TLC parties' actions, Mr. Hutson is entitled to actual, direct, consequential, incidental, special, and punitive damages as aforesaid, all in an amount to be determined by the trier of fact and any attempts in any

contractual agreement for the limitation or disclaimer of same or any other waiver or other limitation are null, void, unenforceable, and subject to rescission as a matter of law.

FOR A THIRD CAUSE OF ACTION
(Defamation / Libel Per Se as to the TLC parties)

92. That on or about April 3, 2014, the TLC parties wrote to the members of the Big Water Resort Campground the letter at Exhibit C.

93. That in their correspondence, the TLC parties included untrue statements impugning Mr. Hutson's performance as one-time owner of Big Water Resort.

94. That the TLC parties' correspondence was made with actual and / or implied malice and intended to degrade and reduce the character and / or reputation of Mr. Hutson to others.

95. That as a direct and proximate result of the TLC parties' actions, including, but not limited to, the malicious publication of libelous materials to the members of the Big Water Resort, Mr. Hutson is entitled to actual, direct, consequential, incidental, special, and punitive damages as aforesaid, all in an amount to be determined by the trier of fact and any attempts in any contractual agreement for the limitation or disclaimer of same or any other waiver or other limitation are null, void, unenforceable, and subject to rescission as a matter of law.

AS A FOURTH CAUSE OF ACTION AGAINST THE TLC PARTIES

(Breach of Contract Accompanied by a Fraudulent Act, or, in the alternative, Breach of Contract)

96. That the TLC entities and Defendant Hutson entered into the Agreements as outlined above.

97. That the Agreements contained certain provisions as outlined above including, but not limited to:

a. Warranties as to good and marketable title to all its properties and assets;

b. Seller represents, warrants and covenants to Purchaser as follows: . . . further, there are no actions, suits, or proceedings, either at law or equity . . . or to the knowledge of Sellers, threatened;

c. Seller represents, warrants and covenants to Purchaser as follows: (e.) In compliance with all laws, regulation and orders applicable to its business"

98. That in breach of the afore mentioned Agreements, the TLC entities:

a. Did not have marketable title and, in fact, such title was encumbered by timeshares;

b. That a substantial outstanding debt was owed Black Water Electric which could lead to litigation;

c. That the TLC entities failed to record timeshares as required by statute; and d. Other such breaches as may be determined.

99. This constitutes a breach of the Agreements with Mr. Hutson and accompanying this breach was the fraudulent acts:

a. Knowingly failing to disclose the outstanding debts of BWR, including, but not limited to, Black Water Electric;

b. Advising Mr. Hutson that no financial records were kept as to BWR to conceal the losses / financial condition of the company;

c. Failing to record encumbrances required by statute as outlined above;

d. Advising Mr. Hutson that the Retail Memberships could be divested to allow for development of the lakefront land as discussed; and,

e. Other such concealments / misrepresentations as may be discovered.

100. The TLC entities either knew or should have known of said defects, all of which proximately caused the damage herein above and hereinafter described and entitles Mr. Hutson to punitive damages.

AS A FIFTH CAUSE OF ACTAION AGAINST THE TLC PARTIES
(Violation of the South Carolina Unfair Trade Practices Act S.C. Code § 39-5-10, et seq.)

101. The TLC parties and the John Doe Corporations' creation of BWR and the subsequent offering and sale of BWR and the lease-purchase of the property, along with other representations to the holders of the Retail Membership Agreements in BWR, potential purchasers of BWR pre-dating Mr. Hutson's purchase, and the public at large, constituted the conduct of trade and commerce within the meaning of S.C. Code Section 39-5-20(a).

102. The TLC parties and the John Doe Corporations, and each of them, through their acts and omissions including, but not limited to, the following particulars, conducted unfair and deceptive practices within the meaning of S.C. Code Section 39-5-140(a) and 27-31-430, S.C. Code of Laws as amended:

a) in failing to disclose the Vacation Time Shares encumbering the property;

b) In failing to record the memberships as required pursuant to

c) In failing to pay and subsequently hiding the debt owed to Black River Electric;

d) in failing to provide any additional consideration for subsequent attempts to modify their agreement;

e) in failing to properly disclose the true conditions of the business and properties at issue in the Agreements and putting them into the stream of commerce;

f) in making false representations as to the condition of the business and properties at issue in the Agreements and/or representations as to the condition of the business and properties at issue in the Agreements in reckless disregard as to the truth of the representations; and

g) In failing to analyze and preserve reserves for maintenance and operation of the business and concealing same.

103. The conduct of The TLC parties in their ownership and management of TLC Holdings, BWR, and the John Doe Corporations, as described above, was knowing and willful, and the TLC parties knew or should have known that such conduct was a violation of S.C. Code Section 39-5-20 and 27-31-430.

104. Mr. Hutson is a person within the meaning of S.C. Code Section 39-5-140(a) and has suffered actual, direct, and proximate damages as a direct and proximate result of unfair and deceptive acts of the TLC parties, in an amount to be determined by the trier of fact.

105. The aforesaid acts of the TLC parties impact the public interest in that they constituted unfair and deceptive acts and have the potential for repetition and, in fact, occurred at the execution of the Agreements and may continue to occur as the TLC entities engage in other enterprises related to the Retail Memberships and BWR and, as such, are acts which can, have and will affect the public at large by repetition.

106. These unfair and deceptive acts are acts which will affect members of the public, beyond the parties to the above-described transactions, in the form of other consumers who may be injured by purchasing new memberships or other such timeshare that the TLC parties and the John Doe Corporations offer on the land which, upon information and belief, those entities, and / or the amalgamated John Doe Corporations own and operate whereby placing members of the public in danger of harm.

107. Mr. Hutson is entitled to be compensated pursuant to S.C. Code Section 39-5- 140(a) for the above-described actual, incidental, consequential, and special damages, as well as costs, interest, and attorney's fees, and to recover three (3) times these damages by reason of the knowing and willful nature of the unfair and deceptive acts by Defendants and any attempts in any contractual agreement for the limitation or disclaimer of warranties, or any other waiver or other limitation, are null, void, unenforceable, and subject to rescission as a matter of law.

AS A SIXTH CAUSE OF ACTION
(Amalgamation, Alter Ego Liability and Piercing the Corporate Veil as to the TLC Parties and the John Doe Corporations)

108. The TLC parties, by and through various instrumentalities and alter-egos and other companies to be named at a later date were the original developers and / or operators of BWR.

109. That the TLC parties, with their John Doe Corporations, combined and joined together through various instrumentalities, alter egos, and amalgamated entities, to facilitate to process of developing BWR, encumbering BWR with various debts, and concealing such debts from Mr. Hutson.

110. The TLC parties created and controlled numerous and various entities (hereinafter the John Doe Corporations) to be expressly named at a later date, for the sole purpose of the activities solely relating to development and sale of memberships related to BWR.

111. The TLC parties and the John Doe Corporations created and controlled these sham entities for the sole purpose of enabling it to transact a portion of its business under an alternate corporate guise and to avoid claims such as those set forth herein. These entities, and each of them, were merely a facade for the operations of Messrs. Lovell and Clark to achieve their financial goals and to perpetrate the activities more particularly described herein.

112. The subservient entities in fact manifested no separate interest of their own and that there was an amalgamation of corporate interests, entities, and activities so as to blur the legal distinction between The TLC parties and the John Doe Corporations and the sham corporations, shareholders, officers, agents, partners, employees, assets, and each of them.

113. The TLC parties created entities which were created to perform single purpose functions in order to effectuate the sole will of the TLC parties to perpetuate the acts described herein. Despite the creation of these sham entities and despite the sham entities

appearing in name only on some contracts, letters, deeds, and/or other documents, the TLC parties and the John Doe Corporations actively and directly in the activities herein, and in fact put BWR in the stream of commerce.

114. The TLC parties and the John Doe Corporations created and controlled numerous and various John Doe Corporations / corporate entities for the sole purpose of the planning, development, design, construction, management, purchase, sale of memberships, and other activities solely relating to BWR as described more particularly herein.

115. The sham entities established by the TLC parties and / or the John Doe Corporations were and are characterized by one or more of the following: (I) being undercapitalized; (2) failing to observe corporate formalities; (3) failing to pay dividends; (4) Insolvency; (5) Lack(ed) proper records; (6) siphoning of funds by its members and/or affiliates; and (7) was used as a mere facade for the operation of the dominant shareholders, members, associates, and affiliates.

116. Upon information and belief, each shared the same mailing / emailing address, the TLC parties and the John Doe Corporations directly received payment and disbursed payment for obligations relating to the sham entities, the sham entities had no shareholders and/or officers of their own, no separation of accounting and bookkeeping functions, and/or the TLC parties and the John Doe Corporations directly contracted for the sham entities in the name of the TLC parties and the John Doe Corporations.

117. The TLC parties and the John Doe Corporations directed and oversaw the fraudulent / negligent actions described herein.

118. There would exist a broad element of injustice and fundamental unfairness if the acts of the TLC parties, including Messrs. Lovell, Clark, and TLC Holdings, LLC, and the John Doe Corporations, and each of them individually, were not regarded as the acts of one another.

119. At the time BWR and the Lease-Purchase Agreement were offered and placed into the stream of commerce by the TLC parties and the John Doe Corporations, the faulty defects and deficiencies heretofore described were hidden and concealed through the acts and omissions of the TLC parties and the John Doe Corporations.

120. That the TLC parties and the John Doe Corporations, knew or should have known of the existence of the said defects and deficiencies, which were unknown by and / or concealed from Mr. Hutson.

121. These hidden defects, including, but not limited to, defective, un-marketable title and outstanding and oppressive debts, which unbeknownst to Mr. Hutson, rendered the business and the Lease-Purchase Agreement undevelopable and worthless.

122. The resulting actual, incidental, consequential and special damages, and continue to do so through the date of this filing.

123. Mr. Hutson suffered damages and injuries when the TLC parties and the John Doe Corporations put BWR and the properties described in the Lease-Purchase Agreement into the stream of commerce and continue to be damaged and injured through the date of this filing.

124. As a direct and proximate result thereof, the TLC parties and the John Doe Corporations are liable to the Plaintiffs for actual, incidental, consequential, special and punitive damages, all in an amount to be determined by the trier of fact, and any attempts in any contractual agreement for the limitation or disclaimer of warranties, or any other waiver or other limitation, are null, void, unenforceable, and subject to rescission as a matter of law.

This evidence prepared by Attorney Paton clearly shows the huge amount of fraud perpetrated by TLC and their lawyers against Appellant.

ALL Respondents including Christian Stegmaier had copies of the same, yet they all conspired with the TLC attorneys and never presented this crucial evidence before the Courts including Federal Courts, State Courts including Judge Nettles, Judge Hood and to the Honorable Appeals Court.

Consequently, Appellant now has a public record on file of a 3.5 million dollar judgment against him and many lost cases due to the extrinsic fraud and concealment by all Respondents. Actions of the Respondents have intentionally caused Appellant millions of dollars in damages forcing Appellant to become indigent and have caused exhausted stress, depression causing Appellant to consider suicide. Appellant begs for this case to be

remanded straight to a jury. Appellant has surpassed the requirements of evidence and proof many times to this Honorable Appeals Court. This case desperately requires being remanded back to a 12 person jury.

Since Respondents, including Christian Stegmaier, made mention as to lies regarding Stegmaier in their Motion for Injunction in front of Judge Hood on October 15, 2020, Appellant is entitled to respond. To prove that these lawyers will lie to the Honorable Judges, Appellant provides to this Appeals Court the following letter that Appellant wrote to The Honorable Judge Hood after Christian Stegmaier fabricated a lie in front of Judge Hood.

Appellant does not have as of yet his transcript but plans to present the same as soon as receiving which clearly proves how fearless these lawyers are about lying to any Honorable Judge including the Appeals Court. All attorneys had the explicit obligation and duty to report and not conceal. They never reported the extrinsic fraud and continued concealment. These lawyers are a disgrace to themselves and to the Courts. Appellant is a **VICTIM of abuse and deceit by these Respondents including Christian Stegmaier, Esq. of Collins and Lacy.**

SERVICE VERIFICATION

(# 2020-CP-4003810)

Resubmittal of

Defendant's Answer to Plaintiff's Complaint

has been served:

☑ To **Penn America Insurance Company and Global Indemnity Insurance Company** at The Law Office of **Collins and Lacy P.C** to **Christian Stegmaier, Esq.**, attorney of record.

1330 Lady Street, 6th Floor, Columbia, SC Phone: (803) 256 2660

Received by: M. Shuey Time 9:30

Kindly Print: _____

On Friday, September 18, 2020.

Server: _____ (sign)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Penn America Insurance Company and Global Indemnity Group, LLC, Plaintiffs vs. Morris Beach Hutson a/k/a M. B. Hutson Defendant Morris Beach Hutson a/k/a M.B. Hutson Defendant vs. Third Party Defendants: Penn America Insurance Company, Global Indemnity Group, LLC, Timothy J. Newton, Esq., Murphy & Grantland, P.A., and Christian Stegmaier, Esq., Collins & Lacy P.C.	IN THE COURT OF COMMON PLEAS Civil Action No. 2020-CP- 4003810 **DEFENDANTS ANSWERS TO PLANTIFFS' FRAUDULENT COMPAINT** **Second copy due to 'lost' in mail.**

COMES NOW Defendant who states the following:

1. On Sunday, the 6th day of September, Defendant placed in the U.S. Mail (blue mail boxes) copies to all parties and the court, "Defendants Answers to Plaintiffs … Complaint" in the case cited above.

2. Today, September 17, 2020, Defendant checked the records only to discover that Plaintiff had filed an additional paper yesterday stating that Defendant had failed to file an answer to Plantiff's complaint.

3. Not understanding why the court is not showing the mailed in Reply to the Complaint, Defendant has immediately rushed back over to Office Depot and got a second set of copies and is arranging to have that second set of "Defendant's Answer to Plaintiff's Complaint" hand served to the Court and Plaintiff in the morning. Please note that Plaintiff, Pro Se, has secured copies to verify to the court that the first set was sent to the printer services (3 pp. of verification attached thereto) in a gracious timely period. Defendant normally is very prompt and responsible for filing in a timely manner, never having had this problem before in his legal filings.

4. Also enclosed is a photograph of a mailing, also from Orangeburg, that, instead of being delivered, was returned to the sender eight MONTHS later… less than a year ago.

5. As a courtesy to the court and the Plaintiff, I am submitting a second copy, not knowing when the first set will show up, nor exactly when. I trust that the court will honor this second set as timely. Defendant pledges to notify the court immediately when the original set that was mailed in a timely manner, is received, and trust that the court will do likewise, should those papers not be returned to him, but reach their intended location.

6. A notice will be filed at the Post Office on their next day of business for the missing documents.

Defendant prays that the court will:

1. Defendant Hutson asks that the court will rule favorably in his behalf and receive the enclosed duplicate of Defendants Answers to Plaintiffs Fraudulent Complaint with photographs of verification that the work was originally completed on a timely basis, as being "filed timely" due to circumstances beyond his control.

Respectfully Submitted on this 17th day of September, 2020.

M.B. Hutson
P.O. Box 2755
Orangeburg, South Carolina29116-2755
Telephone: (803) 308-2714

Copies will be served on September 18th, 2020, to:

Christian Stegmaier, Esq.
For Penn-America and Global Indemnity Group LLC
Collins & Lacy P.C.
1330 Lady Street
Columbia, SC

Please Note:

From: **ATHENA BORER** <BORER.ATHENA@richlandcountysc.gov>
Date: Thursday, September 17, 2020
Subject: Good morning to Miss bright eyes, I have a question;
To: "Mr. H" <hmr226621@gmail.com>

Good morning Mr. Hutson,

I am so sorry about this. I had to move some cases around so this got moved to the week of October 12. I am not sure what day of the week as of yet. The court will also be resuming normal day to day court operations, so this will be an in person hearing.

I will let you know as soon as possible as to which day this will take place. Again, I am sorry for the confusion.

Athena

Athena M Borer

Common Pleas Motion Coordinator

Richland County Clerk of Court

1701 Main Street

Columbia, SC 29201

Borer.Athena@richlandcountysc.gov

P 803-576-3372 F 803-576-1785

From: Mr. H <hmr226621@gmail.com>
Sent: Wednesday, September 16, 2020 5:04 PM
To: ATHENA BORER <BORER.ATHENA@richlandcountysc.gov>
Subject: Re: Good morning to Miss bright eyes, I have a question;

Athena, I have not heard anything about my injunction hearing or the cross complaint hearing. What happen? I mentioned to Penn America's attorney about you setting up a 22 day for the hearing and now he thinks that I lied to him. Are we still on for the 22 of this month????? Hutson

On Thursday, September 3, 2020, ATHENA BORER <BORER.ATHENA@richlandcountysc.gov> wrote:

Mr. Hutson,

Judge Jocelyn Newman will be presiding over Motions for that week.

Let me know if you have any other questions. I am happy to help.

Athena

4

Mr. H <hmr226621@gmail.com>

Nov 12, 2020, 5:02 PM

to Rhoodlc, Christian, Tim

To. The Honorable Judge Hood:
Re: Penn America/Global Indemnity vs. Morris Hutson (Case Number 2020-cp-400-3810.

Recently, I, Defendant, asked for clarification regarding the hearing on October 15, 2020, at approximately 9:00 in the morning (Case # cited above). You may recall that those present were Christian Stegmaier as attorney representing the Plaintiff, John Grantland and Timothy Newton were present as third party Defendants and formerly lawyers who had represented Plaintiff against Hutson, who was that day representing himself as Pro SE.

Additional clarification/facts regarding that hearing.

1. Your Honor ruled I was not to file anything until a decision from the Appellant Court (even though we were in the Common Pleas Court) had been issued, of which I believe I will be sent to a jury trial.
2. Your Honor stated twice in open court that he would put either side in jail should he find that they were lying and looked over to the lawyers reminding them "they know I will".
   Then, Christian Stegmaier stood before Your Honor and stated that I had drummed up a lie stating that I had contacted him indicating that the Common Pleas Court Clerk had set down the hearing on a certain date and that a judge had been assigned to hear the case. (NOTE: Prior to that hearing, I had collected the emails between the Clerk and myself and served Stegmaier with those copies at his office for verification. His receptionist signed as receiving that service and that service verification was filed with the court.) I took that action in response to Stegmaier,

who, by email, stated that he had checked and that I was misrepresenting that information to him, After the hearing, I copied the entire email to your office showing that, in fact, Stegmaier had been fully informed prior to the hearing and was fabricating facts to Your Honor for the purpose of trying to make me out to be a liar, which was not truthful and only his attempt to discredit me. You may recall that I objected, cited the name of the Common Pleas Court Clerk (partially -- which you recognized and completed), and stated that I had served Stegmaier the entire communications and he was fully aware of the truth. This is extrinsic fraud: when a lawyer, such as Stegmaier did, fabricates lies against a defendant to intentionally thwart Justice. In addition, this is also perjury and deception against the Honorable Court and the Honorable Judge Hood. I remind Your Honor that we are talking about officers of the court who are sworn in by the Supreme Court.

3. The entire proceedings for application of injunction against me (defendant) were fraudulent, being full of extrinsic fraud. I simply ask for clarification: How can a sworn attorney (under Rule 407) intentionally lie to Your Honor, after you had openly warned the lawyers that they better not lie to you or face jail? To my knowledge, Stegmaier has faced no jail, nor consequence. How can this happen?

Am I allowed to file for reconsideration?
Am I allowed to appeal for Clarification?
Where is justice?

What am I to do in this situation?
Go to the Tribunal?

Should this honorable Appeals Court grant Respondent's motion, it would take away Appellant's rights and civil rights for this Honorable Appeals Court would be

preventing Appellant from presenting and defending his case since Appellant's entire Appeal consists of Respondents INTENTIONAL lies, double crossing this Appellant, conspiring against the insured Appellant, committing deceit, breach of contract, obstruction of justice, fraud upon Appellant, extrinsic fraud upon Judge Hood's court as well as the Honorable Appeals Court. Appellant reminds the Honorable Appeal Court that each set of documents that Christian Stegmaier and Respondents submit to this Court are cloaked with fraud and extrinsic fraud for all Respondents including Christian Stegmaier are acutely aware that all Appellant's cases were lost due to the extrinsic fraud perpetrated by the TLC attorneys and subsequently conspired with by these Respondents, including Christian Stegmaier on behalf of PAGI.

When officers of the Court who have sworn to conduct themselves according to rule 402(d), breech that oath intentionally to aid their client, PAGI, who act as 'Masters' controlling their 'Servants" (these Respondents) it creates only doom to the insured/Appellant. This case must be sent directly to a Jury. These officers Tim Newton, JR Murphy, Murphy and Grantland, Christian Stegmaier, Collins and Lacey have all committed lies, intentionally concealed and thereby became party to Extrinsic Fraud, fraud, and continue to do so to this very hour. Any Jury would find these dishonest lawyers: "Guilty."

Appellant has been honest with the Courts and the Respondents are dishonest and needs to be exposed to the Bar Association as well reprimanded before the public for they are distrustful lawyers of which Appellant must take them before a jury of twelve.

Respondents are simply attempting to trick this Honorable Court into aiding the dishonest acts perpetrated by these Respondents by filing for Injunctive Relief.

This Motion filed by the Respondents (including Christian Stegmaier, Esq.) for Injunctive Relief is like a rapist filing a motion asking the court not to allow any mention of the actual rape into the court records at trial. How could justice prevail? Attorneys cannot be allowed to be above the law. They are attempting to hide behind the Appellant Court for their unprofessional, illegal doings. Due to disgracing the Appellant Court, this case should be remanded back to a jury allowing justice to prevail. Appellant is counting on justice from this Honorable Court for he is truly a victim who has suffered unduly. The lawyers are caught to a point that they cannot afford to admit the truth for their unethical conduct violates all of the South Carolina State Bar rules pertaining to fraud, disclosure and concealment. Appellant has submitted an abundance of evidence supporting the fraud and deception they have cloaked themselves with. This Honorable Court has a duty to deny their Injunctive Motion as well as to aid their victim, this Appellant.

The Appellant has been intentionally wronged and defrauded by these lawyers representing PAGI. Respondents, including Christian Stegmaier, are not just some average Joe in society. They are specially trained people who are given a license: a special license that places them under special rules, ethics. They are judged by a higher standard and their words bind those they represent and themselves. Their words are special in the rules of evidence, they are admissions against their interest and thus carry greater weight of believability. Those words therefore cannot be dismissed or disregarded.

Appellant prays that this Honorable Court **deny in full any Motion for Injunction as filed by all Respondents and Christian Stegmaier. Otherwise, the Court will have destroyed Appellant's ability to prosecute his case and will be themselves co-conspiring with the Respondents.** I ask that this Honorable Court review all evidence that has been submitted to this Honorable Court by Appellant, and recalling that:

Rule 172. Candor toward the tribunal states:

A lawyer shall not knowingly:

- make a false statement of material fact or law to a tribunal;
- fail to disclose a material fact to a tribunal when disclosure is necessary to avoid assisting a criminal or fraudulent act by the client;

Appellant has filed a Motion to Amend his Designation of Matter quickly so Appellant's revised Record of Appeal can be filed.

South Carolina Rules of Professional Conduct;

8.3 (b) and cmt. 1. "As a self-regulating profession, lawyers are expected to report serious misconduct by other lawyers to appropriate disciplinary authorities. The duty to report the misconduct of others extends even to misconduct by another lawyer in the same firm".

Attorneys Christian Stegmaier of Collins and Lacey, Timothy J. Newton of Murphy Grantland, and J.R. Murphy, also of Murphy Grantland have violated many rules of Professional Conduct and should be disbarred for committing extrinsic fraud on the Honorable Appeals Court since all of their filings are tainted with Extrinsic Fraud upon the Court.

Submitted this 18th day of January, 2021.

M B Hutson, Pro Se
Post Office Box 2755
Orangeburg, South Carolina 29116-2755
(803) 308-2714

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
Jan 19 2021
SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No. 2018-CP-400-6344

Appellate Case # 2019-001488

[MB Hutson/ MB Hudson Appellant.

v.

Penn America Insurance Co., Global Indemnity Group, Inc., Timothy J. Newton, Esq., J.R. Murphy, Esq., John Doe #1 Respondents,

PROOF OF SERVICE

I certify that I have ELECTRONICALLY FILED and SIMULTANEOUSLY ELECTRONICALLY SERVED the Appellant's Response to Respondent's Motion For Injunctive Relief with a copy of this Proof of Service TO: Penn America Insurance Company, Global Indemnity Insurance Company, to Jim Kiehl of Global Indemnity at the request of Doreen Nielsen of American Insurance Adjustment Agency, Inc. and to their attorneys of record: Christian Stegmaier, Esq. and Laura Baer, Esq. of Collins & Lacy, and to Defendants J. R. Murphy, Esq., and Timothy Newton, Esq., of Murphy Grantland on **January 18, 2021** as follows:

cstegmaier@collinsandlacy.com; lbaer@collinsandlacy.com;
tnewton@murphygrantland.com; jrmurphy@murphygrantland.com; and
jkiehl@global-indemnity.com ; Rhoodlc@sccourts.org
spires.marci@richlandcountysc.gov; jgrantland@murphygrantland.com

January 18, 2021

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