RECEIVED
MAY 13 2021
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

Appellate Case No. 2018-002186

Greg Hackney.....Appellant

V.

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

---

Record of Appeal, Court Ordered:

Greg Hackney
Appellant
Self-Represented
6125 Roswell Road #145
Sandy Springs, Ga. 30328
678-855-2975

Greg Hackney _____ Date _____

INDEX

I. Orders/Judgements

Order Denying Plaintiff's Motion for Temporary Restraining Order and/or Preliminary Injunction dated October 31, 2017.....1

Order Denying the Plaintiffs Motion to Alter or Amend dated December 6, 2017.....6

Order Granting Plaintiffs Partial Motion for Summary Judgement and Dismissal of Counterclaims.....9

II. Pleadings

Complaint & Summons September 22, 2017..... 30

Answer and Counterclaim October 23, 2017.....35

Amended Answer, Demand Trial By Jury, November 09, 2017.....160

Answer Signature Copy Amended, November 22, 2017.....;..161

Motion to Stay, June 14, 2018.....191

Reply to Defendants Counterclaim December 20, 2017.....213

Motion for Partial Summary Judgement, August 24, 2018..... 224

Memorandum in Support of Partial Motion For Summery Judgement.....277

Motion, 1st Request to Admit be included in Discovery October 5, 2018.....342

Memorandum In opposition to request to admit to be included in Discovery,.....376

Respondents Response in Opposition Motion to Stay Date June19, 2018.....407

Exhibits/Other Documents

Defendants Response to Motion For Summary Judgement, Misfiled as Exhibit.....414
by Jasper Count Court, it was my pleadings.

Defendants Response to Interrogatories.....593

Transcripts.....604

ELECTRONICALLY FILED - 2017 Oct 31 4:51 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF JASPER	)	CIVIL ACTION NO.: 2017-CP-27-00386
	)	
FIRST TEAM HYUNDAI, LLC d/b/a HILTON HEAD HYUNDAI,	)	
	)	
PLAINTIFF,	)	**ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR PRELIMINARY INJUNCTION**
	)	
v.	)	
	)	
GREG S. HACKNEY,	)	
	)	
DEFENDANTS.	)	

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

BACKGROUND

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

ELECTRONICALLY FILED - 2017 Oct 31 4:51 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

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

ANALYSIS

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

Irreparable Harm

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

ELECTRONICALLY FILED - 2017 Oct 31 4:51 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

Prior Restraint

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

S. Ct. 2108, 161 L. Ed. 2d 1042 (2005). As a result, injunctive relief has not traditionally been available in actions for slander or libel and has been found to be constitutional only in exceptional cases[1] none of which are present in the instant case. *Tory v. Cochran*, 544 U.S. 734, 738, 125 S. Ct. 2108, 161 L. Ed. 2d 1042 (2005).

CONCLUSION

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

IT IS ORDERED.

Carmen Tevis Mullen
Chief Administrative Judge
Fourteenth Judicial Circuit

October ____, 2017
Ridgeland, South Carolina

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

ELECTRONICALLY FILED - 2017 Oct 31 4:51 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

ELECTRONICALLY FILED - 2017 Oct 31 4:51 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Jasper Common Pleas

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

Case Number: 2017CP2700386

Type: Order/Other

So Ordered

s/Carmen T Mullen 2142

FORM 4

STATE OF SOUTH CAROLINA | **IN THE COURT OF COMMON PLEAS**

COUNTY OF JASPER | CASE NO. 2017-CP-27-00386

First Team Hyundai, LLC dba Hilton Head Hyundai
PLAINTIFF(S)

Greg S. Hackney
DEFENDANT(S)

Submitted by: Crystal H. Swinford	**Attorney for :** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge	2142 **Judge Code**	**Date**

ELECTRONICALLY FILED - 2017 Dec 06 4:11 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

ELECTRONICALLY FILED - 2017 Dec 06 4:11 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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

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

ELECTRONICALLY FILED - 2017 Dec 06 4:11 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386



Jasper Common Pleas

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

Case Number: 2017CP2700386

Type: Order/Form 4

So Ordered

s/Carmen T Mullen 2142

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

IN THE STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF JASPER	)	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai,	)	**C. A. No. 2017-CP-27-0386**
Plaintiff,	)	
v.	)	**ORDER GRANTING PLAINTIFF'S PARTIAL MOTION FOR SUMMARY JUDGMENT AND DISMISSAL OF COUNTERCLAIMS**
Greg S. Hackney,	)	
Defendant.	)	

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

BACKGROUND

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

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

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

LIES LIES FRAUD FRAUD

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

UNPROFESSIONAL

UNETHICAL

HARRASSMENT

INTIMIDATION

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

His next sign read:

UNTRUSTWORTHY

LIES LIES

LIARS

UNETHICAL

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

LIES

LIAR

BAIT N SWITCH

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

SUMMARY JUDGMENT STANDARD

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

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

LAW/ANALYSIS

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

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

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

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

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

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

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

1. Evidence of bait and switch

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

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

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

2. Evidence of Fraud

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

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

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

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

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

ii. The engine was not replaced with a new engine

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

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

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

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

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

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

receiving his car.

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

v. The Dealership owned the Hertz Office on their premises

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

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

3. Evidence the Dealership Acted Unethically

Defendant claims the Dealership acted unethically in the following manner:

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

A Dealership employee did observe Defendant for several minutes in the Walmart parking lot because he was concerned about Defendant's previous erratic behavior at the Dealership. I find that it is not unethical for a business to express concern for the safety of its employees and customers: this is a legitimate business purpose[2].

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

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

c. The TeleCheck machine could not read his check.

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

---

to present sufficient evidence to support such a charge.

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

4. Evidence of Harassment or Intimidation

a. Defendant claims he placed his personal belongings along the side of the road and that unknown persons stole his items while he was standing some distance away

b. Defendant claims that while he was standing on the roadway he left his car in the Walmart parking lot, only to return to find the doors and windows were open

c. Defendant claims an employee of the Dealership stole his sign

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

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

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

C. Unprivileged Publication

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

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

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

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

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

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

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

Therefore, the Supreme Court has recognized that the type of speech to which state tort liability may attach is relevant. *Milkovich v. Lorain Journal Co.*, 497 U.S. 1, 16, 110 S.Ct. 2695, 111 L.Ed. 2d (1990) is instructive. In *Milkovich*, the Supreme Court assessed whether a newspaper enjoyed First Amendment protections for a column that referred to a wrestling coach as a "liar," based on his allegedly deceitful testimony before a state athletics council. 497 U.S. at 4-5. The newspaper maintained that the column merely stated its author's opinion, and thus was subject to categorical First Amendment protection. *Id.* at17-18. The Supreme Court rejected this contention, ruling instead that the "dispositive question" was "whether a reasonable fact finder could conclude that the statements in the [newspaper] column imply an assertion that [the coach] perjured himself in a judicial proceeding." *Id.* at 21. Concluding that the column's assertions were "susceptible of being proved true or false," the Court determined that they were not protected by the First Amendment. *Id.*

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

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

D. Publishing Statements to Third Parties

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

E. Damages

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

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

as to its defamation cause of action.

II. PERMANENT INJUNCTION

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

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

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

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

The rule has been stated as follows:

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

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

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

III. SUMMARY JUDGMENT REGARDING DEFENDANT'S COUNTERCLAIMS

A. Conversion

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

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

B. Deceptive Service Tactics

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

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

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

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

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

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

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

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

C. Violation of Constitutional Civil Rights

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

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

D. Standard Business Guidelines and Practices Not Followed

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

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

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

AND IT IS SO ORDERED.

_____
The Honorable Carmen T. Mullen
Presiding Judge

_____, South Carolina

This _____ day of _____, 2018.

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

ELECTRONICALLY FILED - 2018 Nov 13 4:44 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Jasper Common Pleas

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

Case Number: 2017CP2700386

Type: Order/Summary Judgment

So Ordered

s/Carmen T Mullen 2142

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

~~Ok Each $150~~

for Verification ONLY

ELECTRONICALLY FILED - 2017 Sep 22 11:17 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

IN THE STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF JASPER	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai, Plaintiff, v. Greg S. Hackney, Defendant.	**C. A. No. 2017-CP-27-** 0234 **SUMMONS**

FILED
17 OCT 23 PM 3:36
CLOCK IN TIME CANCELED

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at 201 West McBee Avenue, Suite 302, Post Office Box 10410, Greenville, South Carolina 29603, within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

September 22, 2017

s/Bradford N. Martin
Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
864.552.9990
864.552.9992 (facsimile)
bmartin@bnmlaw.com

ELECTRONICALLY FILED - 2017 Sep 22 11:17 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

1. Plaintiff is a corporation organized in the State of South Carolina and doing business in Jasper County.

2. Upon information and belief, Defendant is a citizen of the State of Georgia and currently living in Jasper County.

3. Jurisdiction and venue are proper in this court in that a substantial part of the events or omissions giving rise to this matter have occurred in Jasper County.

FOR A FIRST CAUSE OF ACTION
INJUNCTION

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

5. Defendant brought his vehicle to the Plaintiff's service department after it was involved in an accident.

6. Plaintiff completed all authorized repairs related to the accident as well as performing an engine repair that was under a recall by the manufacturer.

ELECTRONICALLY FILED - 2017 Sep 22 11:17 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

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

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

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

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

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

FOR A SECOND CAUSE OF ACTION
DEFAMATION

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

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

ELECTRONICALLY FILED - 2017 Sep 22 11:17 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

16. Defendant published these statements to others.

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

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

19. Defendant's statements were not privileged and were intentionally made to third parties.

20. Defendant's statements were made with actual malice.

21. Defendant's statements are slanderous *per se*.

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

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

1. Actual damages in such amounts as may be proper;

2. Punitive damages;

3. For a temporary and permanent injunction against Defendant and an award of reasonable attorney's fees and costs;

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

Respectfully submitted,

s/Bradford N. Martin
Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
(864) 552-9990
(864) 552-9992 facsimile
ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC DBA HILTON HEAD HYUNDAI

September 22, 2017

ELECTRONICALLY FILED - 2017 Sep 22 11:17 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

First Team Hyundai, LLC dba Hilton Head Hyundai,

Plaintiff,

v.

Greg S. Hackney,

Defendant.

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

VERIFICATION OF COMPLAINT

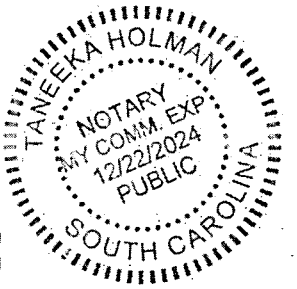
Personally appeared before me, an officer duly authorized to administer oaths, John Lyons, as representative of Plaintiff First Team Hyundai, LLC dba Hilton Head Hyundai, who states under oath that the facts contained in the foregoing Verified Complaint are true and correct, except those matters and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

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

John Lyons

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

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



ELECTRONICALLY FILED - 2017 Sep 22 11:17 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

IN THE STATE OF SOUTH CAROLINA COUNTY OF JASPER

IN THE COURT OF COMMONS PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V

Greg Hackney

Defendant

C.A. 2017-CP-27- 386

COMPLAINT

Filed Oct 23, 2017 @ 4:36 PM Jasper County GSC Mary Ann Bashek

RESPONSE TO COMPLAINT:

1. No response required

2. I am a citizen of the State of Georgia and not living in Jasper County! I am not sure where Jasper County Georgia is located. My current address is 619 Sycamore St.
   Decatur, Ga. 30030

3. I am told the dealership is in a county only even though the address is in Hardeeville city. The legal authority is Jasper County confirmed only by the Sheriff's office responding to my 911 call and addressing other issues related to my activity in front of their business

FOR A FIRST CAUSE OF ACTION INJUNCTION

4. No response required

5. Correct, on Friday May 23rd, 2016

6. **Plaintiff completed all the authorized repairs related to the accident as well as performing the engine repair that was under a recall by the manufacture**

Hilton Hyundai re-defines authorized as related to the accident.
May 23rd, 2017 Auto Accident:
Upon receiving my car I met Buck Abele, the Geico Adjuster, who was the assigned adjuster and worked with Hilton Head Hyundai during my repairs in a parking lot and showed him damages related to the accident. He approved two supplemental on

1. 9/06/2017 $1,017.29
2. 9/27/2017 $1,914.00 (Est.)

Details on each below:

Hilton Head Hyundai is the expert on related damages and one would think basic standard principles would have been compelled to point out the related damages as such Geico required approval.

9/6/2017 Supplemental ($1017.29)

One: Mid-Section Under Protection Garment: (Mechanical Part name may differ from recorded part)
On May 23rd, 2017 the **Mid-Section Under Protection Garment:** was barely hanging on the bottom of my car as it was ripped from the bolts holding it under the bottom of my car. I dragged it into Hilton Head Hyundai on May 24, 2017.
Noted: I addressed the approved repair multiple times with Mickey, my Hilton Hyundai service person, informing him it was severely damaged when I drove through the ditch thus damaging the Muffle Assembly Unit.
(Noted: Mickey was not the original service person who handled my service orders/recalls. Full muffler system = from the front to the rear end of the car located under the **Mid-Section Under Protection Garment.**

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

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

There were multiple conversation I had with Mickey, their body shop manager and Buck were regarding the approved **Mid-Section Under Protection Garment** replacement as I was not aware there was a Radiator Protection Garment. Standard guidelines and principles followed, Hyundai Dealership would inform Buck (Geico) a standard part adjacent to the radiator protection garment was missing including it was removed as a result of the damages that occurred on May 23rd 2017. Noted: Mickey was not the original Hilton Head Hyundai Service Person who gave me the original quote related to my damages, informed me of the recalls not performed, handled the in take of my car and directed me to Hertz Rental Agency located on the Peacock Auto Mall property.

On 9/6/2016 I met with Buck and explained (AGAIN) Hilton Head Hyundai had taken off the damaged **Mid-Section Under Protection Garment** and not replaced the previously approved garment but replaced the adjacent Radiator Protection Garment as such he immediately approved the replacement to the supplemental record.
Makes sense? It was ripped off going through a ditch confirmed by the damaged muffler system it was to protect. Good Grief! If basic dealership business practices were followed the replacement would have been completed.

Two: Front lights alignment:
Upon receiving my car the headlights at night pointed straight down making driving very difficult; Buck commented probably because the front bumper replacement; the lights would have to be removed thus not aligned when put back in as such he immediately approved **Front lights alignment** to the supplemental record.

Makes sense? Head light alignment after replacing the front Bumper; regardless the severe impact of the accident driving through a ditch would cause un-alignment. If basic dealership practices were followed the replacement would have been completed.

Three: Black Partition behind replaced front Bumper: (Mechanical Part name may differ from recorded part)
(There was previous damage to the right front side of the Front Bumper)
Buck and I had a few direct conversations regarding the Front Bumper Replacement, as it was not included on the first quote on 6/29/2017; after such conversations Buck and I agree to split the front bumper replacement cost 50/50. Mickey, Hilton Head Hyundai Service Representative, informed me that Geico agreed to pay 100% of replacement. A Hyundai Supplemental Service Order and Geico Supplemental was required to process the replacement including my car being moved to Hilton Heads Body Shop. Upon arrival, the manager of the shop informed me I had to sign 5 new documents and asked for my email, I asked why and she replied we do more serious work as such I refused and directed her to call Mickey if required. The issue was never addressed again!

There is a **Black Partition** behind the Bumper that is visible and on August 25, 2017 the Black Partition had gray paint spots; regardless, the partition should have been replaced with the front bumper replacement as such he immediately added the **Black Partition** to the supplemental record.
Make sense to replace this piece as it was damaged and had silver paint that was visible and made the front end view of the car look horrible. If ethical practices were followed the replacement would have been completed.

Four: Wheel Cover(s)
The accident required the right front wheel-rim, tire and wheel protection garment to be replaced. The wheel cover on the right front tire was severely damaged along with the associated wheel items stated above. Hilton Head Hyundai put the same severely damaged wheel cover back on the tire; noted it was also filthy and as such as such Buck immediately added **4 new wheel covers** to the supplemental record.
Makes sense? The right front wheel-rim, tire and wheel protection garment were approved replacement items and one would think to include the severely damaged wheel cover. If basic Dealership practices were followed the replacement would have been completed.

Five: Cracked front Window
(The right side of the window had a small crack from a rock propelled from a passing truck)
A crack on the left side of the window from top to bottom appeared: I am not clear if it was caused by the accident or at the dealership; regardless, as such he immediately added a replacement window to the supplemental record.
Makes sense to inquire about the window as the accident may have caused it to crack? I basic Dealership practices were followed the replacement would have been completed.

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

SIX: Right Rear CVC Joint: (Mechanical Part name may differ from recorded part)
On 5/23/2017 Cory Johnson provided a quote that included the right and left rear wheel items to be replaced; I cannot remember exactly what the exact part names but my memory notes CVC Joints. I never received the documented quote from Hilton Head Hyundai or Geico but Mickey and I reviewed Geico's quote from 6/29/2017 over the phone and there were no rear right or left axles or joints replacements or repairs. The original quote included the left and right rear CVC joints; Cory Johnson, my original Hilton Head Hyundai service person, commented the boys in the back were concerned how I actually drove to their dealership

I had asked Mickey to review again with their mechanics to insure the rear CVC joints were not damaged;

I travel a lot and did not want a rear wheel to fall off and cause a serious accident. A few days later he informed me that all were okay. I discussed my concerns with Buck Adele informed me on 6/29/2017 when he went to the dealership he did not look at the car and only quoted what Hilton Hyundai told him was damaged as a result of me driving through a ditch on 5/23/2017. Noted: Moments earlier I had spoken to Jessica and she informed me they do not get involved in any insurance related quotes as insurance companies (Geico) create the estimated quote and direct the associated dealership or shop to exactly repair/replace what the adjuster tells them. There were no repairs or replacements to any of the rear wheel associated standard parts as per their mechanics opinion.

On 9/6/2017 when Buck and I met we did not have access to car lift as Geico required a visual review and a mechanics opinion before he could approve the rear CVC joints.

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

NOTED: The bulge on the welding was very clear and I had notice a few days after I met with Buck the first time; as noted buck did not require a lift as a flash light looking under the car was all that was required. Hilton Head did not see the peeling paint or bulge in the weld? If basic business practices were followed the replacement would have been completed.

SEVEN: 4 Wheel Alignment:
As per above, upon replacing the right rear CVC Joints alignment would be required as such Buck immediately added the Right Rear CVC Joint to the supplemental record

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

6. (continued)
Engine Repair that was under recall by the Manufacturer.
I was told the was a FULL ENGINE REPLACEMENT! On August 25th, 2017 I asked Mickey about the Collateral/Document I received from Hyundai Corporate regarding the engine replacement. He said it was an addition to the recall as it the language said Power Train Assembly Unit. Noted: the collateral and letter were sent to my parents new residence that I do not know including Hyundai not having that address on record prior/post or current! Also, In a meeting with John Lyons on September 13th, 2017 and showed him the same collateral and he confirmed with Hyundai Corporate the address had never been a record associated with my car including the name of record on the VIN was another person! He read the collateral and said it was related to the new engine FULL replacement which; his comments were a contradiction from Mickey's explanation of the collateral as extension to a power train assembly unit.

After explaining this to Mickey I asked if I could get documentation that the engine was replace and he said there was none then commented to me "it looks new" as such I ended the conversation and asked to speak to Jessica's boss, General Manager or Owner and as noted in number **THREE** I was unethically sent to the New Car Sales Manager who had nothing to do with Hilton Head Service.

6. **Related to Engine Repairs**
NO, as the question should read Full Engine Replacement recall not Engine Repairs.

Noted:
I was told I had to have my car remain at their dealership as the current engine was dangerous and could cause me harm if I drove back to Atlanta. This is a False Statement, I could have driven my car home after they repaired the accident related damages.

7. **Plaintiff first came upset when his check was declined by a third-party check processing company.**
On August 25th, 2017 there were multiple attempts to run my check through their check system all of which did not confirm or deny a valid check; Mickey and the General Manager attempted to run the check but responded telling me that their machine could not read the numbers on the bottom of the check. I witnessed their attempts including the General Manager putting a blank sheet of paper behind the check as he inserted it so the machine could read it. All attempts including the General Manager's were unsuccessful.
THERE WAS NEVER ANY CONVERSATIONS REGARDING MY CHECK BEING APPROVED OR DENIED.

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

NOTED:

1. Through my research calling the number 800 Number associated with their machine they could have called to verify if my check was good or bad.
2. It is my understanding if a check was declined the account holder would receive a letter in the mail how to resolve the issue and who to call etc.; (Similar to credit denial) I have not received any letter from a letter from a third party Check System Company that it was declined.
3. There are 7 other dealerships they could had walked to in an effort of good faith to confirm my check as approved or denied.

Suspect of their actions, I went to Publix and Wal-Mart the following morning and their third part check systems verified the SAME check for $1,000 as valid and approved for purchase. I have requested documentation from their corporate office confirming the account ending in 2709 was approved on August 26th, 2017 and not reported to their associated third party check cashing system.

Noted: Their system might be different but each of their machines (Cash Register and third party machine read the numbers on the bottom of the same check.

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

1. **Mid-Section Under Protection Garment**

I was very upset with Mickey and Jessica, the service manager because the under garment was approved but clearly not on the car. I was dumbfounded to see the other issues described in number 6 as I was their customer

and basic business and procedures from a Registered Hyundai Dealership could have easily shown the related damages as evidenced in a Wendy's Parking lot.

2. **CVC Joints**

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

3. **Front Bumper**

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

Noted: Who has not had dispute with their insurance company at one time or another!!

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

The following morning, Saturday August 26th, 2017 I returned to the dealership and used a credit card for payment; after making the $1,000 payment Jessica refused to release my car. I was told that I was to return the Hertz Rental Car to them as such I refused and called the police to retrieve my car because my balance and payment in full for all service related charged had been made! Yes, I was agitated! I drove from Atlanta to make the $1,000 deductible payment and return home. Not including the two roaches in my car, spider webs, simple repairs not completed and no proof of a new engine replace except comments by Mickey it looks new I did make the payment to Hyundai and they refused to return my car. Upon payment, which cured the Hilton Head Service Agreement they included the return of a Hertz Rental Car that was contractually in my name prior returning my car.

Noted. Hyundai corporate did pay for the time period during the Full Engine Replacement, they had been paid and at current time my Geico policy was on record for payment totaling up to 50 Days.

I was astonished as the Hyundai and Hertz agreements exclusive to on another thus Hilton Head Hyundai was holding me Hostage as I was not from Hardeeville South Carolina and as such I called the 911 to report their action.

I asked Mickey to use their phone as I reached for it and she grabbed my hand so after she walked away I used it because I wanted it recorded from their landline vs. my Cell.

Noted:

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

-5 Days later on August 31st, 2017 a representative from the New River Auto Mall approached me in an attempt to defuse the issue and during the conversation regarding Hilton Head Hyundai holding me hostage not returning my car after payment he said they own the Hertz located in the Auto Mall; he immediately changed his message to related to Hertz Rental after I noted that HERTZ does not franchise! Clearly an attempt to defuse their behavior on August 26th, 2017 not including insulting my intelligence!

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

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

Jasper Sheriff Deputy Sheriff's asked me to leave the premise and go home, Sign Stolen, Hunnicutt - No Trespassing Ticket, Hardeeville Police, Sheriff Malphrus visit:

Trespassing Ticket

Two Deputy Sheriff, Deputy Sheriff Hunnicutt informed me that Sheriff Mulphrus said I was done for the day and I was to leave the median in front of the Auto Mall. They did explain what I did wrong as they repeated the Sheriff has had enough and I needed to leave. I decided to leave after I told them that the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise; no reply. I informed them I was going to return in a few hours as it was becoming a seen with 3 police cars and the employees of the dealerships across the street clapping and making noise I was being forced to leave. Upon grabbing my briefcase I started walking towards Wal-Mart where my care was located but I had to turn back because I had hidden my keys in the weeds across from Hilton Head Hyundai. As I walked back the Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is employed by Peacock Auto Mall and was currently on their clock he parked behind the Hyundai side behind the Peacock sign. As I looked for my keys I turned around and saw an employee of Peacock Auto Mall dressed similar to the care salesman **steal my sign** and run into the Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sherriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone do not know what one so hard for me to find out who took the sign. I ended the conversation and went to the median to flag down a Hardeeville Police Officer to at least record the incident since Deputy Sheriff Hunnicutt was of no use since he was an ole Peacock Employee this day! Noted: he was the same deputy Sheriff who did not identify himself as their Security on August 26th, 2017. Two Hardeeville Police Officers stopped and I explained the stolen sign incident as Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus starting filling out an incident report, well so I thought; upon getting my address change from my license he finished writing and handed me a NO TRESSPASSING NOTICE/TICKET!

I CHASED A CRIMINAL TO THE DITCH AS SUCH NOT ON THEIR PROPERTY BUT DID CROSS TOWARDS THE HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND THE MISSUSE OF AUTHORITY AS I WAS TICKETED FOR TRESPASSING.

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

Copy of No Trespassing Notice: Errors

1. There are two Dates: Date of Notice, 9/5/2017
2. Enforced No Trespassing Requirements Start Date, 9/4/2016

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

1. I was from Atlanta and needed to go home.
2. Did I have a job, surely I needed to go home and work.
3. I was standing at the entrance of Peacock Auto Mall as such he said it was illegal and it was not.
4. He told me it was best to handle this kind of situations with an attorney.
5. Highway 278 was in his Jurisdiction and control and I was a being a Nuisance.

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

Tuesday - September 5th, 2017: PM only-6 Hours
State Trooper Kelley:
On my way to meet/set an appointment with Sheriff Malphrus I noticed a State Trooper off 278 and asked him if he could meet with me in front of Hilton Head Hyundai to discuss and insure I was obeying the laws, he agreed. We discussed the authority from the highway outer white line 33 feet in, basically to the ditch was State Highway and under State Trooper authority and the Deputy Sheriff's visit were some what suspect including their request for me to leave the median the previous day, Labor Day, Monday September 4th, 2017 as it was a State Highway.

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.
The meeting was set the very next day at 11:00 PM
I developed a map with zones in front of the Hilton Head Hyundai and Auto Mall Dealerships so I could provide him daily my activity and timeline crossing in across 278 and the entrance to the Auto Mall

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

Hilton Head Hyundai
LIES LIES
FRAUD FRAUD

I replace it on September 29th, 2017

Hilton Head Hyundai
Unprofessional
Unethical
Harrassment (SP)
Intimidation

All statements on the sign are true!

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

There should not be any injunction; it is in the public best interest to view and hear what has happened in my experiences with their dealership. If approved, a business can provide a bad experience to any customer as such if such customer protest, walks or any other activity related to their business experience with such business telling their story then what is the purpose of free speech if a business can just ask for an injunction and through the courts get it approved. I understand it must be proven in court as they have may have different story; as such the sign post 9/29th, 2017 reflect the events that can clearly be seen on the video of their security vehicle, a White Explorer following me into the Wal-Mart Parking lot and exemplifying Unprofessional, Unethical, Harassment and Intimidation. (I requested a valid copy as noted the first does not play)
Noted this event took place after 20 plus days of a peaceful expression of my constitutional rights based on my experience with Hilton Head Hyundai

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

The Hilton Hyundai Dealership informed me that my car had to remain at their dealership because the Engine that was being recalled was dangerous and could cause a serious accident. False Statements as I could have driven

Home after the repairs from the accident were completed.

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

The public has a right to know what/how they treat their customers.
Please see the time line!
If true then is not defamatory at all!

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

THE SECOND CAUSE OF ACTION: (14-22)

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

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

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

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

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

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

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

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

Please read Timeline for other related issues to question 15.

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

17. **The statements made by the plaintiff are false and defamatory.**
I disagree, they are true and if true then not Defamatory.

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

19. **Defendant's statements were not privileged and were intentionally made to a third party of the community.**
I never spoke to anyone unless they stopped their car and asked me what happened and then I explained the truth through facts and the truth of MY EXPDERIENCE! I was there and in the conversations!!

20. **Statements were made with actual malice.**
I do not intend to hurt anyone including the business, only change their behavior to improve the next customers experience as such in the publics best interest.

21. **Defendants statements are slanderous *per se***
I never told anyone not to buy a car from Hilton Head Hyundai but one could argue any one that walks in front of any business expressing a negative experience sign has a sense it could not be great for their business! The truth always prevails and my experience and statements are true and in fact. I have a constitutional right to express myself understanding that the statements must be fact and in truth. I understand this is not a court room trying the case but have provided a 911 call confirming they help my car after making a payment to cure the outstanding balance and will provide a readable copy of their Security Vehicle following me into the Wal-Mart parking lot after 20 plus days in front of their business in an effort to intimidate, harass me that can be defined as unprofessional and unethical. Based on these two examples is slanderous with malice or just stating the facts? The 911 call and video provided by legal authority in Jasper County confirm my signs are just the facts.

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

1. **Actual Damages**
2. **Punitive Damages**
3. **For temporary and permanent injunction against Defendant and aware of reasonable attorney's fees and cost.**

   I am representing myself, why would I have to pay for their lawyer fees
4. **For such other further relief as to the court may be proper**

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

VERIFICATION OF RESPONSE

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

Greg Hackney

_____

Timeline: Post August 25th, 2017

Friday, August 25th, 2017

Hilton Head Hyundai

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

Sonata:

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

NOTED:

Underlined = The May 23rd, 2017 damages approved through two Geico supplemental records. The review and approved damages with buck took 5 minutes and check given to me as such; the review was in a parking lot

resulting from Hilton Head Hyundai effortless communication with Geico to review the associated damages related to the accident on May 23rd, 2017. Noted: There was also a rear CVC Joint approved.

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

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

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

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

DOCUMENTATION:

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

Wal-Mart
Requested Saturday August 26th, 2017 check approval documentation
Publix
Requested Saturday August 26th, 2017 check approval documentation

Hertz Rental:

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

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

Hilton Head Hyundai Third Party Check System Machine:

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

Hilton Head Airport:

I was concerned about Hertz Rental and Hilton Head ethics and integrity so I drove to the Hilton Head Hyundai Airport t return my Rental Car and get the proper documentation including information if the rental car was reported stolen. I spoke to the representative at the Hertz Rental located in the airport and she told me they were a different Hertz Rental and on a different system so she could not officially check in my car, give me the proper documentation I had return it and provide information the rental car was reported stolen. My concerns Were heightened as she commented I was to return the car to the Auto Mall Hertz Rental where I rented the car.

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

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

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

Hilton Head Hyundai:

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

I returned from the airport and made a credit card payment; upon such payment Jessica then stated inclusive of my $1,000 payment that cured my Hilton Head Service Order Contract I was required to return the Hertz Rental car prior receiving my car. I explained the Hertz Rental located on their premise was closed and my intentions to return the car to the Hilton Head/Savannah International Airport; insuring it was properly returned and I received the associated documentation. (Noted: The Hertz Rental on their premise was closed I was not going to just leave my car with Hilton Head Hyundai who had prior demonstrated zero integrity and ethical standards). Also, I wanted

to confirm the car not reported stolen and explain my policy covered the small balance and would be handled by Geico. Jessica refused, I explained they were two exclusive contracts with my name on each as such they had no right to include the return of my rental car after curing my Hilton Head Hyundai Service Order balance. The Hilton Head Service Invoice does not state or include any contractual alignment to any Hertz Rental Agreement. Hyundai Corporate did provide payment for the time period associated with the engine recall as such it was completed and the current time period was under my Geico Policy. The Hertz Rental Agreement was contractually associated to Greg Hackney, me. I informed her I was going to call the police as such I reached for their land line phone only to be stopped as she grabbed my hand; I began using my cell phone to make the call but when she walked away I used their land line as I wanted the 911 call to be from their location. I connected to the Police and requested an officer. I was asked to wait outside and leave the building as such I waited outside

Deputy Sheriff Hunnicutt Deception:
Employee of Peacock Auto Mall working as their Security Officer on Saturday August 26th, 2017.
A few moments after the 911 call a person driving a black explorer drove up and was dressed in a Sheriff's uniform with the associated badges. I explained in detail the issues and concerns; I also showed him the two contracts and the $1,000 payment receipt that cured my outstanding Hilton Head Balance to the associated contract; I requested him to get my car. I was informed another Deputy Sheriff was coming and upon his arrival I repeated the same.

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

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

Hilton Head Hyundai Activity
On a poster board I wrote Hilton Head Hyundai, Lies, Lies, Lies
I went to the local Wal-Mart and bought a poster board and wrote Lies, Lies, Lies and began walking back and forth in front of the Hilton Head Hyundai Dealership. I was surprised and shocked that their employees that included the New Car Sales Manager, General Manager and Sales Personnel drove up in their Golf Carts cussing me and making derogatory comments about me. Also laughing and making the same at my sign as it was raining and in poor shape.

Sunday - August 27th, 2017: No Activity

Upon witnessing their unethical and unprofessional behavior I decided to make a more readable sign and return to their location the following day and begin my activity in front of the Hilton Head Hyundai Dealership; my thinking, eventually I would be able to speak to the owner as Jessica did not follow basic business practices when I appropriately asked to speak to him/her.

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

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

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

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

Jasper County Deputy Sheriff Visits

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

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

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

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

Jasper County Deputy Sheriff Visits:

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

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

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

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

Vaden Car Salesman, Hilton Head Hyundai Sales Manager

In the afternoon two Vaden Nissan Dealership Salesman approached me in their golf cart and inquired why I was out in front of Hilton Head Hyundai; I explained all of the issues including zero documentation of my new engine that had been replace. The New Car Sales Manager who I had met with drove up in their White Explorer accompanied with a security person; he approached me with documentation him, I politely told him my prior

experience with him warranted my concerns with any documentation he would provide me and such I refused to accept the documents and walked away. He immediately went into a rage of directed cussing and derogatory comments towards me. I replied with a few comments including you are worried about losing your job!

First Sign Stolen:
I went shopping at Wal-Mart, Dollar Tree and few other stops.
Upon leaving Wal-Mart I put my sign in the back seat, it was large and could be seen at it was almost touching the ceiling of my car. Prior my last stop I noticed it was missing, well I would define as stolen because my two apple computers one of which was on the back seat was still in the car.

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

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

Thursday - August 31st[th] 2017: AM/PM-8 Hours
Peacock Auto Mall Manager attempt to deflate the Serious Issue with Hilton Head Hyundai Holding My car after payment rendered.
In the afternoon a Gentleman who identified himself as a manager from one of their other dealerships and noted he had spoken to O.C Welch. We discussed my issues including the attempt he made to convince me they owned Hertz Rental thus deflating the issues that occurred on August 26th, 2017; thus, another lie as I informed him Hertz Rental Incorporated does not franchise their rental business.

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

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

Friday - September 1st, 2017: AM/PM-7 Hours
Car Keys Stolen
I was walking in front of the Auto Mall about 75 from where I kept my briefcase; it is located near a cable identification pole. (I hang a very bright yellow jacket on the pole)
As I turned around I noticed a person standing next to the pole; I immediately started walking towards him as such he walked directly to the Peacock sign about 25 yards from the cable identification pole. I walked towards

him remaining in on the Highway side of the ditch but asked him why he was standing two feet from my briefcase in which he replied he was looking for the power outlet boxes. The power outlets are located on the other side of the ditch and toward the dealership and in clear view, as someone had cut the hedges power box could be clearly seen. I walked over towards the Hyundai dealership and watch him fiddle with pine needles for 10 minutes before approaching him again to ask his name in which he replied Josh. After he left I look through my back and I noticed my keys were missing as such I called 911 and filed a police report! Report included with Documentation.

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

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

Monday "Labor Day"- September 4th, 2017: AM/PM-11 Hours
Jasper Sheriff Deputy Sheriff's asked me to leave the premise and go home, Sign Stolen, Hunnicutt - No Trespassing Ticket, Hardeeville Police, Sheriff Malphrus visit;

Trespassing Ticket
Two Deputy Sheriff, Deputy Sheriff Hunnicutt informed me that Sheriff Mulphrus said I was done for the day and I was to leave the median in front of the Auto Mall. They did explain what I did wrong as they repeated the Sheriff has had enough and I needed to leave. I decided to leave after I told them that the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise; no reply. I informed them I was going to return in a few hours as it was becoming a seen with 3 police cars and the employees of the dealerships across the street clapping and making noise I was being forced to leave. Upon grabbing my briefcase I started walking towards Wal-Mart where my care was located but I had to turn back because I had hidden my keys in the weeds across from Hilton Head Hyundai. As I walked back the Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is employed by Peacock Auto Mall and was currently on their clock he parked behind the Hyundai side behind the Peacock sign. As I looked for my keys I turned around and saw an employee of Peacock Auto Mall dressed in black pants and brown shirt **steal my sign** and run into the Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sherriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone do not know what one so hard for me to find out who took the sign. I ended the conversation and went to the median to flag down a Hardeeville Police Officer to at least record the incident since Deputy Sheriff Hunnicutt was of no use since he was an ole Peacock Employee this day! Noted: he was the same deputy Sheriff who did not identify himself as their Security on August 26th, 2017. Two Hardeeville Police Officers stopped and I explained the stolen sign incident as Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus starting filling out an incident report, well so I thought; upon getting my address change from my license he finished writing and handed me a NO TRESSPASSING NOTICE/TICKET!

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

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

Copy of No Trespassing Notice: Errors
There are two Dates:
Date of Notice 9/5/2017
No Trespassing Requirements Start Date, 9/4/2016

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

I was from Atlanta and needed to go home.
Did I have a job, surely I needed to go home and work.
I was standing at the entrance of Peacock Auto Mall as such he said it was illegal and it was not.
He told me it was best to handle this kind of situations with an attorney.
Highway 278 was in his Jurisdiction and control and I was a being a Nuisance.

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

Tuesday - September 5th, 2017: PM only-6 Hours
State Trooper Kelley:
On my way to meet/set an appointment with Sheriff Malphrus I noticed a State Trooper off 278 and asked him if he could meet with me in front of Hilton Head Hyundai to discuss and insure I was obeying the laws, he agreed. We discussed the authority from the highway outer white line 33 feet in, basically to the ditch was State Highway and under State Trooper authority and the Deputy Sheriff's visit were some what suspect including their request for me to leave the median the previous day, Labor Day, Monday September 4th, 2017 as it was a State Highway.

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.
The meeting was set the very next day at 11:00 PM
I developed a map with zones in front of the Hilton Head Hyundai and Auto Mall Dealerships so I could provide him daily my activity and timeline crossing in across 278 and the entrance to the Auto Mall

Wednesday - September 6th, 2017: PM only-6 Hours
I drove to the Sheriff's office for the 11:00 PM meeting
Sheriff Malphrus cancelled Meeting, Reset Following Day.
Two 17 year olds who wash cars confirmed they saw the Auto Mall Employees steal my sign.

Thursday - September 7th, 2017: PM only 6 hours
I drove to the Sheriff's office for the 11:00 PM meeting.
Sheriff Malphrus cancelled Meeting/spoke to Deputy sheriff Smith – Review as per 9/5/17

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

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

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

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

A couple stopped as I was doing activity in front of the Hilton Head Hyundai Dealership; they told me they wanted to buy a Hyundai because their daughter and son both had one and recommended the car. I told them my story and encouraged them to buy one at the Hilton Head Hyundai; as I spoke to then on two different times three Sales Representatives from the Dealership were in a golf cart behind the ditch driving back and forth cussing and offended the two people in the car. I did not the one reason I am out here is because of this type of behavior as these are the sales people you would be working with during your purchase.

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

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

Tuesday - September 12th, 2017: Zero Activity

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

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

Wednesday - September 13th, 2017Z: Zero Activity:

Meeting with John Lyons:

NO TRESPASSING: I was allowed on Property for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the issues we discussed on our meeting.

Thursday - September 14th, 2017: Zero Activity

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

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

NO TRESSPASSING: I returned to the Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of their business.

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

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

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

Tuesday - September 19th, 2017: Zero Activity

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

Everyday I would walk from the Wal-Mart to the location in front of the Auto- Mall – Hilton Head Hyundai and return as such. Although they have a right, the white Ford Explorer, security vehicle for their premise, would literally follow me a I walked 20 – thirty feet as it would move to remain in direct sight as I took it, intimidation. The movement could not have been for Safety of their employees or customers as it would leave for lunch daily and only arrived after 5 on Sundays.

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

Noted: After 2 weeks asking Sheriff Malphrus for a copy or the video I was directed by a State Trooper to use a FOIA as I did and a week later received a video. The Video of the incident on a DVD is unreadable and does not work. I took it to Best Buy for assistance and their professionals said the video is not readable as could not be read on my Apple computer or their Microsoft computers the use for their work

Thursday - September 21st, 2017: AM/PM-7.5 Hours
Sheriff Office to report their Harassment as such met with the Deputy Chief of Jasper County
My purpose of meeting with him was to insure the process obtaining the video was succesful and their were not mishaps as I had many with his department the previous weeks. He assured me the person on duty in that area that would be responding to my call was competent and would manage the process correctly!

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

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

Friday - September 22nd, 2017: AM/PM-7.25 Hours
Sheriff Smith confirmed with Hilton Head Hyundai they were doing surveillance.
I walked onto the Auto- Mall premise to discuss the video as note above; I met John in his office including three security guards present. He said to me he was scared for his employees etc; noted is so then why do they leave for lunch each day of premise and do not show up until 5 on Sundays? Good Grief those times he is putting them at risk! WOW

Saturday - September 23rd, 2017: AM/PM-10.5 Hours
Served Papers: 14th District Court; Hunnicutt drove the person who served me to the front of the Hilton Head Hyundai where I was doing my activity.

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

Monday - September 25th, 2017: PM Only-3.5 Hours
Sheriff Malphrus Office to get information on Warranted arrest resulting from video

Tuesday - September 26th, 2017: Zero activity
Sheriff Malphrus and the Victim Advocate office to review video and warranted prosecution.

Wednesday - September 27th, 2017: PM Only-5.5 Hours
Sheriff Malphrus and the Victim Advocate office to review video and warranted prosecution.

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

Friday - September 29th, 2017: AM/PM-8 Hours
New Sign: Unprofessional, Unethical, Harassment, Intimidation
As I began my response to the complaint it reminded me that the reason I was doing the activity is because of their behavior on the sign that can be clearly seen on the video not including theft of my sign, verbal abuse and many lies along the way!

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

September Points of Reference

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

OCTOBER

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

Monday - October 2nd, 2017: Zero Activity
Requested Freedom of Information Act: 911 call from Hilton Head Hyundai Dealership as they would not return my after making a credit card payment for my balance! Balance = Zero but required the return of the Hertz Rental car that was contracted in my name and current payments were being made by my Geico Policy.

Tuesday - October 3rd, 2017: Zero Activity

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

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

Friday - October 6th, 2017: Zero Activity

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

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

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

Tuesday - October 10th, 2017: Zero Activity

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

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

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

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

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

Friday - October 13th, 2017: Zero Activity

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

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

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

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

Best Buy: Video does not work

Monday - October 16th, 2017: Zero Activity

Tuesday - October 17th, 2017: Zero Activity

Wednesday - October 18th, 2017: Zero Activity

Thursday - October 19th, 2017: Zero Activity

Friday - October 20th, 2017: Zero Activity

Saturday - October 21st, 2017: Zero Activity

Sunday - October 22nd, 2017: Zero Activity

Monday - October 23rd, 2017: Zero Activity

Response to Summons:

- Question: Why do I have to send a copy of my response to the Plaintiffs Lawyers that filed the Complaint, Bradford, Neal, Martin and Associates, P.A.? I visited the Fourteenth Judicial District Circuit Court and requested a copy of this complaint and they informed me that all documents are online as such once my documents are filed into their system they can access and online.

FOR A FIRST CAUSE OF ACTION INJUNCTION

5. Correct

1130 3278

6. Plaintiff completed all the authorized repairs related to the accident as well as performing the engine repair that was under a recall by the manufacture

Hilton Hyundai re-defines authorized as related to the accident.

May 23rd, 2017 Auto Accident:
Upon receiving my car I met Buck Abele, the Geico Adjuster who was the assigned adjuster and worked with Hilton Head Hyundai during my repairs, in a parking lot and showed him damages related to the accident. He approved two supplemental on
9/6/2017 $1,017.29
9/27/2017 Details on each below.

Hilton Head Hyundai is the expert on related damages and one would think basic ethical principles they would have been compelled to point out the related damages get the required approval.

9/6/2017 Supplemental ($1017.29)

One: Mid-Section Under Protection Garment:
On May 23rd, 2017 the **Mid-Section Under Protection Garment:** was barely hanging on the bottom of my car as it was ripped from the bolts holding it under the bottom of my car. I dragged it into Hilton Head Hyundai on May 24, 2017.
Noted: I addressed the approved repair multiple times with Mickey informing him it was severely damaged when I drove through the ditch thus damaging the Muffle Assembly Unit.
(Noted: Mickey was not the original service person who handled my service orders/recalls. Full muffler system = from the front to the rear end of the car located under the **Mid-Section Under Protection Garment.**

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

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

There were multiple conversation I had with Mickey, their body shop manager and Buck were regarding the approved **Mid-Section Under Protection Garment** replacement as I was not aware there was a Radiator Protection Garment. Standard guidelines and principles followed, Hyundai Dealership would inform Buck (Geico) a standard part adjacent to the radiator protection garment was missing including it was removed as a result of the damages that occurred on May 23rd 2017. Noted: Mickey was not the original Hilton Head Hyundai Service Person who gave me the original quote related to my damages, informed me of the recalls

not performed and handled the in take of my care and directed me to Hertz Rental Agency located on the Auto Mall property.

On 9/6/2016 I met with Buck and explained (AGAIN) Hilton Head Hyundai had taken off the damaged **Mid-Section Under Protection Garment** and not replaced the previously approved garment but replaced the adjacent Radiator Protection Garment as such he immediately approved the replacement.
Makes sense? It was ripped off going through a ditch confirmed by the damaged muffler system it was to protect. Good Grief! If ethical practices were followed the replacement would have been completed.

Two: Front lights alignment:
Upon receiving my car the headlights at night pointed stralght down making driving very difficult; Buck commented probably because the front bumper replacement; the lights would have to be removed thus not aligned when put back in as such he immediately added **Front lights alignment** to the supplemental record.
Makes sense? Head light alignment after replacing the front Bumber; regardless the severe impact of the accident driving through a ditch would cause un-alignment. If ethical practices were followed the replacement would have been completed.

Three: Black Partition behind replace front Bumper:
(There was previous damage to the right front side of the Front Bumper)
Buck and I had a few direct conversations regarding the Front Bumper replacement as it was not included on the first quote on 6/29/2017; After such conversations Buck and I agree to split the front bumper replacement cost 50/50. Mickey, Hilton Head Hyundai Service Representative informed me that Geico agreed to pay 100% of replacement. A Hyundai Supplemental Service Order and Geico Supplemental was required to process the replacement including my car being moved to Hilton Heads Body Shop.

There is a **Black Partition** behind the Bumper that is visible and on August 25, 2017 the Black Partition had gray paint spots; regardless the partition should have been replaced with the front bumper replacement as such he immediately added the **Black Partition** to the supplemental record.
Make sense to replace this piece as it was damaged and had silver paint that was visible and made the front end view of the car look horrible. If ethical practices were followed the replacement would have been completed.

Four: Wheel Cover(s)
The accident required the right front wheel-rim, tire and wheel protection garment to be replaced. The wheel cover on the right front tire was severely damaged along with the associated wheel items stated above. Hilton Head Hyundai put the same severely damaged wheel cover back on; noted it was also filthy and as such as such Buck immediately added **4 new wheel covers** to the supplemental record.
Makes sense? The right front wheel-rim, tire and wheel protection garment were approved replacement items and one would think to include the severely damaged wheel cover. If ethical practices were followed the replacement would have been completed

Five: Cracked front Window
(The right side of the window had a small crack from a rock propelled from a passing truck)
A crack on the left side of the window from top to bottom appeared: I am not clear if it was caused by the accident or at the dealership; regardless as such he immediately added a replacement window to the supplemental record.
Makes sense to inquire about the window as the accident may have caused it to crack? If ethical practices were followed the replacement would have been completed

9/27/2017 Supplemental ($1,900)

SIX: Right Rear CVC Joint:
On 5/23/2017 Cory Johnson provided a quote that included the right and left rear wheel items to be replaced; I cannot remember exactly what the exact part names but my memory notes CVC Joints. I never received the documented quote from Hilton Head Hyundai or Geico but Mickey and I reviewed Geico's quote from 6/29/2017 over the phone and there were no rear right or left axles or joints replacements or repairs

I had asked Mickey to review again with their mechanics to insure the rear CVC joints were not damaged; I travel a lot and did not want a rear wheel to fall off and cause a serious accident. A few days later he informed me that all were okay. I discussed my concerns with Buck Adele informed me on 6/29/2017 when he went to the dealership he did not look at the car and only quoted what Hilton Hyundai told him was damaged as a result of me driving through a ditch on 6/23/2017. Noted: Moments earlier I had spoken to Jessica and she informed me they do not get involved in any insurance related quotes as insurance companies (Geico) create the estimated quote and direct the associated dealership or shop to exactly repair/replace what the adjuster tells them. There were no repairs or replacements to any of the rear wheel associated standard parts as per their mechanics opinion.

On 9/6/2017 when Buck and I met we did not have access to car lift as Geico required a visual review and a mechanics opinion before he could approve the rear CVC joints.

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

NOTED: The bulge on the welding was very clear and I had notice a few days after I met with Buck the first time; as noted buck did not require a lift as a flash light looking under the car was all that was required. Hilton Head did not see the peeling paint or bulge in the weld? If normal integrity standards were followed the replacement would have been completed.

SEVEN: 4 Wheel Alignment:
As per above, upon replacing the right rear CVC Joints alignment would be required as such Buck immediately added the Right Rear CVC Joint to the supplemental record

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

Two parking lot meetings yield simple related replacements

1.
2. Black Partion related to approved front Bumper
3. Wheel covers related to wheel, rim and protection garment
4. Front light Alignment related to accident or Front Bumper replacement
5. Dd
6. Ggg
7. fff

6. (continued)

Engine Repair that was under recall by the Manufacturer.

The recall I was told occurred was a FULL ENGINE REPLACEMENT! On August 25th, 2017 I asked Mickey about the Collateral/Document I received from Hyundai Corporate regarding the engine replacement. He said it was an addition to the recall as it the language said Power Train Assembly Unit. Noted: the collateral and letter were sent to my parents new residence that I do not know including Hyundai not having that address on record prior/post or current! Also, In a meeting with John, Lyons on September 15th, 2017 I showed him the same collateral and he confirmed with them the address had never been a record associated with my car including the name of record on the VIN was another person! He read the collateral and said it was related to the new engine FULL replacement which; his comments were a contradiction from Mickey's explanation of the collateral as extension to a power train assembly unit.

After explaining this to Mickey I asked If I could get documentation that the engine was replace and he said there was none then commented to me "it looks new" as such I ended the conversation and asked to speak to Jessica's boss, General Manager or Owner and as noted in number **THREE** I was unethically sent to the New Car Sales Manager who had nothing to do with Hilton Head Service.

6. Related to Engine Repairs

NO, as the question should read Full Engine Replacement recall not Engine Repairs.
2153/2986

7. **Plaintiff first came upset when his check was declined by a third-party check processing company.** On August 25th, 2017 there were multiple attempts to run my check through their check system all of which did not confirm or deny a valid check; both Mickey and the General Manager attempted to run the check but responded telling me that their machine could not read the numbers on the bottom of my check. I witnessed their attempts including the General Manager putting a blank sheet of paper behind the check as he inserted it so the machine could read it. All attempts including the General Manager's were unsuccessful. THERE WAS NEVER ANY CONVERSATION REGARDING MY CHECK BEINGAPPROVED OR DENIED.

I contacted ny Bank, First Citizens Bank and have provided a letter that I am and was in good standing; I requested documentation confirming their statements to me that my account ending in 2709 has never been reported to any third party check system companies.

NOTED:
-Through my research calling the number 800 Number associated with their machine they could have called to verify if my check was good or bad.
- I have not received any letter from the Check Sytem companies that it was declined as it is required by law to notify after such incident
-There are 7 other dealerships that they could had walked to in an effort of good faith to confirm my check was okay and valid!

Suspect of their actions, I went to Publix and Walmart the following morning and both of their third part check systems verified the SAME check for $1,000 as valid and okay for purchase. (clearly not the check used for $1,000 but another check with the same account number ending in 2709
-I have requested documentation from their corporate office confirming the account ending in 2709 Was valid and not reported to their associated third party check cashing sytem.

I ask the court for Hyundai to provide proof of Denied check on August 25, 2017 for checking account ending in 2709.

8. **A dispute then arose over additional repairs that were declined by the defendant's motor vehicle insurance carrier that Defendant wanted covered.**
As expressed in "Number 6"
I was very upset with Mickey and Jessica, the service manager because the under garment was approved but clearly not on the car. I was dumbfounded to see the other issues described in number 6 as I was their customer and basic ethics and procedures from a Registered Hyundai Dealership could have easily pointed out the related damages as evidenced in a Wendy's Parking lot.

Noted: I was told that Buck Abele did a lot of work with Hyundai and they have worked with him for 12 years as stated to me it turned out to be False per Buck Abele.

9. Finally, when the authorized repairs were completed and Plaintiff went to deliver Defendant's vehicle and retrieve the rental car, Defendant became highly agitated and called the police.
Good Grief!
The following morning I returned to the dealership to use a credit card for payment and after making the $1,000 payment Jessica refused to release my car. I was told that I was to return the Hertz Rental car to them as such I refused and called the police to come retrieve my car because my balance and payment in full for all service related charged had been made! Yes, I was agitated! I drove from Atlanta to make the $1,000 deductable payment and return home. Not including the two roaches in my car, Spider Webs, simple repairs not completed and no proof of a new engine replace except comments by Mickey it looks new I did make the payment to Hyundai and they refused to return my car. After payment which cured the agreement they fraudulently required the return of a Hertz Rental Car that was contractually in my name.

Noted. Hyundai corporate did pay for the time period of the Full Engine Replacement, that had been paid and at current time my Geico policy was on record for payment totaling 50 Days.

I was astonished as the Hyundai and Hertz agreements were/are mutually exclusive thus Hilton Head Hyundai was fraudulently holding me Hostage as I was not from Hardeeville South Carolina and had no one to pick me up as such I called the 911 to report their action.

I asked Mickey to use their phone as I reached for it and she grabbed my hand and said "No" so after she walked away I used it because I wanted it recorded from their landline vs my Cell.

Noted:
-I have provided a copy of the 911 phone call on August 26th, 2017 from the Hilton Head Hyundai.

-5 Days later on August 31st, 2017 a representative from the Auto Mall in an attempt to defuse the issue and during the conversation regarding them holding me hostage not returning my car after payment he said they own the Hertz located in the Auto Mall; he immediately changed his message to related to after I noted that HERTZ does not franchise! Clearly an attempt to defuse their fraudulent behavior on August 26th, 2017 not including insulting my intelligence!

10. Plaintiff was required to have a Trespass issued on September 4th, 2017 at which time the defendant moved to the right of way in the highway adjacent to the Plaintiff's business.
On Labor day September 4th, 2017 I was walking with my sign in the median across from the Auto Mall in the same manner as the previous 9 days; the Jasper county Sheriff's (3) cornered me with three vehicles and let me know Sheriff Malphrus has had enough of me and I was required to leave the premise. I was not told why, only directed and informed I was a nuisance. I let them know that they should be ashamed of themselves but I was not going to argue with them as it was beginning to be a scene as on lookers were stopping and the people at the dealership were clapping. Informed them I would be back as such they could arrest me.
(One of the Deputy Sheriff's was Hunnicutt, who was involved in the Hertz Rental issue on August 26th, 2017 as he was not on duty but Peacock Auto Mall Security Agent)

I returned to my briefcase bag and began to walk toward the Walmart but remembered I hid my keys in the weeds as September 1st, 2017 they were stolen! I set my bag down and retrieved my keys 75 yard back; upon turning around I witnessed a person similarly dressed as the car salesman steal my sign and run into the

Jaguar, Land Rover dealerships. I ran to the Porsche Dealership and did utter profanity at such individuals that could be heard by their customers. I immediately turned back to Deputy Sheriff Hunnicutt and ran toward him as he was on the Hilton Hyundai side of the Peacock sign to inform him of my second sign being stolen; I was certain he saw the individual but after speaking to him he clearly did not care about any sign I had so I went to the median to flag down a Hardeeville Police Offer to report the crime.

Noted: Hunnicutt was the Deputy Sheriff who did not identify himself as Peacock Auto Mall Security On August 26th, 2017 and my trust with the County Sheriff was very low. The other two Deputy Sheriff's had left and he was the only one watching me leave the premise as ordered by all three of them.

Two Hardeeville Policeman arrived including Hunnicutt who asked me for my ID; I gave it to him and explained my addressed had changed as such assumed he was writing a police report only to be handed a no trespassing ticket!

I did not follow the criminal into their property but did cross into it as I went to Deputy Sheriff Hunnicutt and report a crime. I did use profanity chasing the individual but unclear as to if they or their customers heard my use of such language. I was refused to sign the notice as I was profoundly disappointed in his efforts and his misuse and misguided thinking of his authority. .

Noted: He can confirm I had a sign when they asked me to leave the premise and moments later as he watched me return to get my keys I did not have a sign! A Disgrace!

I let him know that I would be making a bigger sign within the hour and returning to the premise as such He/they could arrest me if warranted!

11. **Defendant has made defamatory statements about the plaintiff through written signs and oral statements and has published the defamatory statements to the passers outside of Plaintiff's business.** I had a sign that read Hilton Head Hyudai

LIES LIES
FRAUD FRAUD

I replace it on September 29th, 2017

Unprofessional
Unethical
Harrassment
Intimidation

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

Defamatory – What part of any of my signs is not true?

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

The public has a right to know what/how they treat their customers

THE SECOND CAUSE OF ACTION: (14-22)

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

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

FRAUD AND LYING

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

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

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

LYING
Peacock Auto Mall owned the HERTZ on their premise

16. Defendant published these statements to others.
Yes, I had them on a sign but no other documentation was used to inform the public of their actions

17. The statements made by the plaintiff are false and defamatory.
False and Defamatory! This statement confirms there cohesive and companywide integrated lying.

18. The statements were calculated to lower the Plaintiff's reputation in the estimation of the community.
If a sign telling the public the truth of what happened with our business relationship and it lowers their reputation then stop lying and committing Fraud. If one expresses their experience with said business and is true and informs the public it should be warranted

19. Defendant's statements were not privileged and were intentionally made to a third party of the community.
I never spoke to anyone unless they stopped their car and asked me what happened and then I explained the truth through facts!

20. **Statements were made with actual malice.**

21. **Defendants statements are slanderous *per se***
I never told anyone not to buy a car from them but one could argue any one that walks in front of a business with a negative experience has a sense it could not be great for their business! Good Grief!

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

1. **Actual Damages**
2. **Punitive Damages**
3. **For temporary and permanent injunction against Defendant and aware of reasonable attorney's fees and cost.**
4. **For such other further relief as to the court may be proper**

22. Punitive damages from me! I would love to tell my story of fact related to the horrific experience with Hilton Head Hyundai as a jury of my peers identifies honesty sincerity as such name the court time and lets roll.

Friday, August 25th, 2017

Hilton Head Hyundai

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

Sonata:

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

NOTED:

Underlined = The May 23rd, 2017 damages approved through two Geico supplemental records. The review and approved damages with buck took 5 minutes and check given to me as such; the review was in a parking lot resulting from Hilton Head Hyundai effortless communication with Geico to review the associated damages related to the accident on May 23rd, 2017. Noted: There was also a rear CVC Joint approved.

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

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

NOTED:

The following day, Saturday August 26th 2017 a Publix and Walmart check system machine both accepted the same exact check as the numbers were easily read; my research confirmed they could have called their machines

customer service 800 number and given the checking account number for approval. Also, they own 6 other dealerships in walking distant that could have easily been used to confirm if the issue was their machine or my check thus approval or denied could be confirmed. Also, I have confirmed with First Citizens Bank that my account has never been reported to a check system and is currently in Good Standing including on the August 25th, 2016 when the attempts to enter the check occurred.

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

DOCUMENTATION:

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

Walmart
Requested Saturday August 26th, 2017 check approval documentation
Publix
Requested Saturday August 26th, 2017 check approval documentation

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

Saturday - August 26th, 2017: *PM-4 hours*
Hilton Head Hyundai Third Party Check System Machine:
Suspect of Hilton Head Hyundai efforts entering my check into their check system machine I stopped by Publix and Wal-Mart; their check system service accepted the same exact check as the numbers were easily read; regardless, if it was the same third party check system company two different machines and/or check out registers easily read the numbers on the bottom of the check resulting in an approval to write a check to their business for purchases. Also, my research confirmed Hilton Head Hyundai could have called their third party check system customer service 800 number and given the checking account and/or Drivers License number for approval.

Hilton Head Airport:
I was concerned about Hertz Rental and Hilton Head ethics and integrity so I drove to the Hilton Head Hyundai Airport t return my Rental Car and get the proper documentation including information if the rental car was reported stolen. I spoke to the representative at the Hertz Rental located in the airport and she told me they were a different Hertz Rental and on a different system so she could not officially check in my car, give me the proper documentation I had return it and provide information the rental car was reported stolen. My concerns Were heightened as she commented I was to return the car to the Auto Mall Hertz Rental where I rented the car.

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

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

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

Hilton Head Hyundai:
Denied the return of my vehicle after making my $1,000 Payment:
I returned from the airport and made a credit card payment; upon such payment Jessica then stated inclusive of my $1,000 payment that cured my Hilton Head Service Order Contract I was required to return the Hertz Rental car prior receiving my car. I explained the Hertz Rental located on their premise was closed and my intentions to return the car to the Hilton Head/Savannah International Airport; insuring it was properly returned and I received the associated documentation. (Noted: The Hertz Rental on their premise was closed I was not going to just leave my car with Hilton Head Hyundai who had prior demonstrated zero integrity and ethical standards). Also, I wanted to confirm the car not reported stolen and explain my policy covered the small balance and would be handled by Geico. Jessica refused, I explained they were two exclusive contracts with my name on each as such they had no right to include the return of my rental car after curing my Hilton Head Hyundai Service Order balance. The Hilton Head Service Invoice does not state or include any contractual alignment to any Hertz Rental Agreement. Hyundai Corporate did provide payment for the time period associated with the engine recall as such it was completed and the current time period was under my Geico Policy. The Hertz Rental Agreement was contractually associated to Greg Hackney, me. I informed her I was going to call the police as such I reached for their land line phone only to be stopped as she grabbed my hand; I began using my cell phone to make the call but when she walked away I used their land line as I wanted the 911 call to be from their location. I connected to the Police and requested an officer. I was asked to wait outside and leave the building as such I waited outside

Deputy Sheriff Hunnicutt Deception:
Employee of Peacock Auto Mall working as their Security Officer on Saturday August 26th, 2017.
A few moments after the 911 call a person driving a black explorer drove up and was dressed in a Sheriff's uniform with the associated badges. I explained in detail the issues and concerns; I also showed him the two contracts and the $1,000 payment receipt that cured my outstanding Hilton Head Balance to the associated contract; I requested him to get my car. I was informed another Deputy Sheriff was coming and upon his arrival I repeated the same.

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

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

Hilton Head Hyundai Activity
On a poster board I wrote Hilton Head Hyundai, Lies, Lies, Lies
I went to the local Wal-Mart and bought a poster board and wrote Lies, Lies, Lies and began walking back and forth in front of the Hilton Head Hyundai Dealership. I was surprised and shocked that their employees that included the New Car Sales Manager, General Manager and Sales Personnel drove up in their Golf Carts cussing me and making derogatory comments about me. Also laughing and making the same at my sign as it was raining and in poor shape.

Sunday - August 27th. 2017: No Activity
Upon witnessing their unethical and unprofessional behavior I decided to make a more readable sign and return to their location the following day and begin my activity in front of the Hilton Head Hyundai Dealership; my thinking, eventually I would be able to speak to the owner as Jessica did not follow basic business practices when I appropriately asked to speak to him/her.

Monday - August 28th. 2017: *AM/PM-10 Hours*
I began my activity and met with the same cussing and derogatory comments to me that included the New Car Sales Manager whom I had spoken to on Friday August 25th, 2017 informing me that he new I had a criminal record and was sleeping in the Wal-Mart parking lot. He also made gestures that appeared to be me as one smoking a crack or marijuana pipe. I was astonished that they continued to interrupt my constitutional rights including following me to Wal-Mart where my car was parked and still not sure what "I have a criminal record" meant as I do not!

Wal-Mart, Car Doors and Windows were opened upon my return; noted, this was the week before the hurricane and it rained hard every day!
Upon returning to my car this day, Tuesday August 29th, 2017 and the following day, I arrived at my vehicle and noticed the doors and windows were open as a result inside my car was drenched with rain water

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

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

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

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

Jasper County Deputy Sheriff Visits:

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

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

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

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

Vaden Car Salesman, Hilton Head Hyundai Sales Manager

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

First Sign Stolen:

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

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

OC Welch

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

Sign Change

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

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

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

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

Hardeeville Police Office, Jasper County Sheriff's Office.

Clarify Authority and meet with Sheriff Malphrus:

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

August Points of Reference

IPHONE Calendar had Wednesday August 31st, 2017

Noted: 911 Jasper County Emergency Assistants Desk Calendar had Thursday as August 31st 2017

Daily Activity Documentation to Sheriff Malphrus has Dates reflecting such phone breach

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

Car Keys Stolen

I was walking in front of the Auto Mall about 75 from where I kept my briefcase; it is located near a cable identification pole. (I hang a very bright yellow jacket on the pole)

As I turned around I noticed a person standing next to the pole; I immediately started walking towards him as such he walked directly to the Peacock sign about 25 yards from the cable identification pole. I walked towards him remaining in on the Highway side of the ditch but asked him why he was standing two feet from my briefcase in which he replied he was looking for the power outlet boxes. The power outlets are located on the other side of the ditch and toward the dealership and in clear view, as someone had cut the hedges power box could be clearly seen. I walked over towards the Hyundai dealership and watch him fiddle with pine needles for 10 minutes before approaching him again to ask his name in which he replied Josh. After he left I look through my back and I noticed my keys were missing as such I called 911 and filed a police report! Report included with Documentation.

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

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

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

Jasper Sheriff Deputy Sheriff's asked me to leave the premise and go home, Sign Stolen, Hunnicutt -No Trespassing Ticket, Hardeeville Police, Sheriff Malphrus Visit

Trespassing Ticket

Two Deputy Sheriff, Deputy Sheriff Hunnicutt informed me that Sheriff Mulphrus said I was done for the day and I was to leave the median in front of the Auto Mall. They did explain what I did wrong as they repeated the Sheriff has had enough and I needed to leave. I decided to leave after I told them that the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise; no reply. I informed them I was going to return in a few hours as it was becoming a seen with 3 police cars and the employees of the dealerships across the street clapping and making noise I was being forced to leave. Upon grabbing my briefcase I started walking towards Wal-Mart where my care was located but I had to turn back because I had hidden my keys in the weeds across from Hilton Head Hyundai. As I walked back the Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is employed by Peacock Auto Mall and was currently on their clock he parked behind the Hyundai side behind the Peacock sign. As I looked for my keys I turned around and saw an employee of Peacock Auto Mall dressed in brown pants and white shirt **steal my sign** and run into the Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sherriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone do not know what one so hard for me to find out who took the sign. I ended the conversation and went to the median to flag down a Hardeeville Police Officer to at least record the incident since Deputy Sheriff Hunnicutt was of no use since he was an ole Peacock Employee this day! Noted: he was the same deputy Sheriff who did not identify himself as their Security on August 26th, 2017. Two Hardeeville Police Officers stopped and I explained the stolen sign incident as Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus starting filling out an incident report, well so I thought; upon getting my address change from my license he finished writing and handed me a NO TRESSPASSING NOTICE/TICKET!

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

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

Copy of No Trespassing Notice: Errors

1. There are two Dates: Date of Notice, 9/5/2017
2. Enforced No Trespassing Requirements Start Date, 9/4/2016

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

1. I was from Atlanta and needed to go home.
2. Did I have a job, surely I needed to go home and work.
3. I was standing at the entrance of Peacock Auto Mall as such he said it was illegal and it was not.
4. He told me it was best to handle this kind of situations with an attorney.
5. Highway 278 was in his Jurisdiction and control and I was a being a Nuisance.

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

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

State Trooper Kelley:

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

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

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

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

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

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

Sheriff Malphrus cancelled Meeting, Reset Following Day.

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

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

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

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

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

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

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

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

A couple stopped as I was doing activity in front of the Hilton Head Hyundai Dealership; they told me they wanted to buy a Hyundai because their daughter and son both had one and recommended the car. I told them my story and encouraged them to buy one at the Hilton Head Hyundai; as I spoke to then on two different times three Sales Representatives from the Dealership were in a golf cart behind the ditch driving back and forth cussing and offended the two people in the car. I did not the one reason I am out here is because of this type of behavior as these are the sales people you would be working with during your purchase.

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

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

Tuesday - September 12th, 2017: Zero Activity

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

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

Wednesday - September 13th, 2017Z: Zero Activity:

Meeting with John Lyons:

NO TRESPASSING: I was allowed on Property for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the issues we discussed on our meeting.

Thursday - September 14th, 2017: Zero Activity

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

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

NO TRESSPASSING: I returned to the Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of their business.

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

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

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

Tuesday - September 19th, 2017: Zero Activity

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

Everyday I would walk from the Wal-Mart to the location in front of the Auto- Mall – Hilton Head Hyundai and return as such. Although they have a right, the white Ford Explorer, security vehicle for their premise, would literally follow me a I walked 20 – thirty feet as it would move to remain in direct sight as I took it, intimidation. The movement could not have been for Safety of their employees or customers as it would leave for lunch daily and only arrived after 5 on Sundays.

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

Noted: After 2 weeks asking Sheriff Malphrus for a copy or the video I was directed by a State Trooper to use a FOIA as I did and a week later received a video. The Video of the incident on a DVD is unreadable and does not work. I took it to Best Buy for assistance and their professionals said the video is not readable as could not be read on my Apple computer or their Microsoft computers the use for their work

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

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

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

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

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

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

Sheriff Smith confirmed with Hilton Head Hyundai they were doing surveillance.

I walked onto the Auto- Mall premise to discuss the video as note above; I met John in his office including three security guards present. He said to me he was scared for his employees etc; noted is so then why do they leave for lunch each day of premise and do not show up until 5 on Sundays? Good Grief those times he is putting them at risk! WOW

Saturday - September 23rd, 2017: AM/PM-10.5 Hours
Served Papers: 14th District Court; Hunnicutt drove the person who served me to the front of the Hilton Head Hundai where I was walking back and forth.

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

Monday - September 25th, 2017: PM Only-3.5 Hours
Sheriff Malphrus Office to get information on Warranted arrest resulting from video

Tuesday - September 26th, 2017: Zero activity
Sheriff Malphrus office and Victims Advocate office to review video and warranted prosecution.

Wednesday - September 27th, 2017: PM Only-5.5 Hours
Sheriff Malphrus office and Victims Advocate office to review video and warranted prosecution.

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

Friday - September 29th, 2017: AM/PM-8 Hours
New Sign: Unprofessional, Unethical, Harassment, Intimidation
As I began my response to the complaint it reminded me that the reason I was doing the activity is because of their behavior on the sign that can be clearly seen on the video not including theft of my sign, verbal abuse and many lies along the way!

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

September Points of Reference

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

OCTOBER

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

Monday - October 2nd, 2017: Zero Activity
Requested Freedom of Information Act: 911 call from Hilton Head Hyundai dealership as they would not return my after making a credit card payment for my balance! Balance = Zero but required the return of the Hertz Rental car that was contracted in my name and current payments were being made by my Geico Policy.

Tuesday - October 3rd, 2017: Zero Activity

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

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

Friday - October 6th, 2017: Zero Activity

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

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

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

Tuesday - October 10th, 2017: Zero Activity

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

Thursday - October 12th, 2017: PM Only 6 Hours
Sheriff's offie to inquire about the ongoing indident at Wal-Mart
I met a Lt outside of the office and we began to speak of the Video and he informed me that there would be not be any charges against Peacock Auto Mall related to the incident as he told me anyone can follow anyone as long as they do not harm the person they are following. Good Grief

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

Friday - October 13th, 2017: Zero Activity

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

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

Monday - October 16th, 2017: Zero Activity

Tuesday - October 17th, 2017: Zero Activity

Wednesday - October 18th, 2017: Zero Activity

Thursday - October 19th, 2017: Zero Activity

Friday - October 20thth, 2017: Zero Activity

Saturday - October 21st, 2017: Zero Activity

Sunday - October 22nd, 2017: Zero Activity

Monday - October 23rd, 2017: Zero Activity

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

0107IHYCS723102

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ., OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
258538	MICKEY HARVEST 3618	023	06/29/17	HYCS723102
	LABOR RATE / LICENSE NO. / MILEAGE: 84,944		COLOR: /	STOCK NO.
GREG HACKNEY 30 OLD VERMONT PLACE SANDY SPGS, GA 30328	YEAR / MAKE / MODEL: 12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO.: 5 N P E B 4 A C 8 C H 4 8 3 1 0 1		SELLING DEALER NO.	PRODUCTION DATE
	R. T. E. NO. / R.O. NO.		R. O. DATE: 05/24/17	

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
678-855-2975		MO: 84945

JOB# 1 CHARGES

LABOR

[redacted] WARRANTY

132 Y ENGINE INSPECTION/REPLACE-TSB#15-01-048 per mickey
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
REPLACED ENGINE PER CAMPAIGN
ENGINE FAILED INSPECTION. TECH REPLACED ENGINE ASSEMBLY not showroom original

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	21101-2GK50-QQH	ENGINE ASSY-SUB	Full new engine		WARRANTY
	1	21111-2GK50-QQH	SERVICE KIT			WARRANTY
	1	21111-2GK70-QQH	SERVICE KIT			WARRANTY
				TOTAL - PARTS		0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX HYCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

[redacted] WARRANTY

935 50CA03RO - SONATA ECM UPDATE-DTC P0087 (15-01-010)
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
UPDATED ENGINE CONTROL MODULE

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX HYCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

[redacted] WARRANTY

123 Y 41CA06RO - SHIFT LEVER CABLE (TSB#14-01-033)
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
INSTALLED SHIFT LEVER CABLE CLIP

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	14611-08003-QQH	RING-RETAINER			WARRANTY
				TOTAL - PARTS		0.00

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX HYCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

[redacted] WARRANTY

160 Y ANCHOR PRETENSIONER INSP (TSB#17-01-025)
TECHNICIAN PERFORM CAMPAIGN PER SPECS

SERVICE GUARANTEE

ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

SHOP SUPPLIES FEE

*A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS; BATTERY CLEANER; TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

STORAGE CHARGES:

No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $45.00

CANCELLATION OF REPAIRS:

In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waivers reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

Tire Rama and Reynolds Company ERAENTRAVE CC660X78 Q (06/16)

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

0107IHYCS723102

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ., OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
258538	MICKEY HARVEST 3618	023	06/29/17	HYCS723102
	LABOR RATE / LICENSE NO. / MILEAGE		COLOR	STOCK NO.
GREG HACKNEY		84,944	/	
30 OLD VERMONT PLACE	YEAR / MAKE / MODEL		DELIVERY DATE	DELIVERY MILES
SANDY SPGS, GA 30328	12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A			
	VEHICLE I.D. NO.		SELLING DEALER NO.	PRODUCTION DATE
	5 N P E B 4 A C 8 C H 4 8 3 1 0 1			
	R.T.E. NO. / P.O. NO.		R.O. DATE	
			05/24/17	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		
678-855-2975				

MO: 84945

TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS ALL OK

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX HYCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

CUSTOMER HIT POT HOLE LAST NIGHT, STATES BLEW OUT TIRE AND
EXHAUST IS NOISY NOW, PLEASE ADVISE
INSURANCE CLAIM

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX HYCS JOB# 5 TOTAL 0.00

J 5 CHARGES----------

LABOR----------

TODAY YOUR WALK AROUND AND MULTI-POINT INSPECTION WILL BE
COMPLETED
WALK AROUND COMPLETE MINOR DAMAGE NOTED BELOW
DAMAGE ON FRONT BUMPER FROM POT HOLE
WALK AROUND COMPLETE MAJOR DAMAGE NOTED
TIRE, EXHAUST, AND BODY DAMAGE FROM POT HOLE
WALK AROUND PERFORMED, DAMAGE FOUND TO FRONT BUMPER, GRILLE,
FENDER
TECH AND ADVISOR COMPLETED WALK AROUND AND MULTI-POINT
INSPECTION

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX HYCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES----------

LABOR----------

CUSTOMER IN RENTAL WHILE CAMPAIGNS ARE PERFORMED
CUSTOMER IN RENTAL WHILE CAMPAIGNS ARE PERFORMED
CUSTOMER IN RENTAL WHILE CAMPAIGNS ARE PERFORMED
CUSTOMER LIVES OUT OF TOWN AND IS ON VACATION UNTIL 7/10/17

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION----------

			WARRANTY
640057		06/29/17 RENTAL	
		TOTAL - SUBLET	0.00

JOB# 7 TOTALS----------

JOB# 7 JOURNAL PREFIX HYCS JOB# 7 TOTAL 0.00

SERVICE GUARANTEE

ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

SHOP SUPPLIES FEE

"A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

STORAGE CHARGES:

No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $45.00

CANCELLATION OF REPAIRS:

In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waivers reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

The Reynolds and Reynolds Company, ERA-DRIVE CC0603279 Q (06/16)

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

0107IHYCS723102

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ. OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
258538	MICKEY HARVEST 3618	023	06/29/17	HYCS723102
GREG HACKNEY 30 OLD VERMONT PLACE SANDY SPGS, GA 30328	LABOR RATE / LICENSE NO. / MILEAGE: 84,944		COLOR: /	STOCK NO.
	YEAR / MAKE / MODEL: 12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO.: 5 N P E B 4 A C 8 C H 4 8 3 1 0 1		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE: 05/24/17	
RESIDENCE PHONE: 678-855-2975	BUSINESS PHONE	COMMENTS		

TOTALS---------- MO: 84945

***

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

0107IHYCS730625

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ., OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO. 258538	ADVISOR MICKEY HARVEST 3618	TAG NO. 023	INVOICE DATE 07/11/17	INVOICE NO. HYCS730625
GREG HACKNEY 30 OLD VERMONT PLACE SANDY SPGS, GA 30328	LABOR RATE / LICENSE NO. / MILEAGE 84,946		COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 5NPEB4AC8CH483101		SELLING DEALER NO.	PRODUCTION DATE
	P.T.E. NO.	P.O. NO.	R.O. DATE 06/29/17	
RESIDENCE PHONE 678-855-2975	BUSINESS PHONE	COMMENTS		MO: 84947

JOB# 1 CHARGES

LABOR 30.00

J# 1 46HYTIRE1 MOUNT TIRE TECH(S):2641

CUSTOMER REQUEST REPLACE RIGHT FRONT WHEEL AND TIRE PER INSURANCE ESTIMATE
REPLACED RIM AND TIRE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	2171893	205/65R16 SOLUS T	108.00	108.00	108.00
	1	52910-3Q410	WHEEL ASSY-STEEL	205.18	188.03	188.03
					TOTAL - PARTS	296.03

MISC	CODE	DESCRIPTION	CONTROL NO	
	C1	STATE AND TIRE DISPOSAL FEE		2.00
			TOTAL - MISC	2.00

1 TOTALS

LABOR	30.00
PARTS	296.03
MISC	2.00

JOB# 1 JOURNAL PREFIX HYCS JOB# 1 TOTAL 328.03

JOB# 2 CHARGES

LABOR 345.00

J# 2 45HYCV STEERING/SUSP-DEAD TECH(S):2641

CUSTOMER REQUEST REPLACE BOTH FRONT CV AXLES PER INSURANCE ESTIMATE
REPLACED BOTH CV AXLES
3.0HR

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	49500-3Q300	SHAFT ASSY-DRIVE,	379.62	355.98	355.98
	1	49501-3Q360	SHAFT ASSY-DRIVE,	379.62	355.98	355.98
					TOTAL - PARTS	711.96

JOB# 2 TOTALS

LABOR	345.00
PARTS	711.96

JOB# 2 JOURNAL PREFIX HYCS JOB# 2 TOTAL 1056.96

JOB# 3 CHARGES

LABOR 57.50

J# 3 61HY2 EXTERIOR TRIM TECH(S):2641

CUSTOMER REQUEST REPLACE RIGHT FRONT WHEEL LINER PER INSURANCE ESTIMATE
REPLACED FRONT RIGHT FENDER LINER

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	86812-3Q500	GUARD ASSY-FRONT	120.60	94.00	94.00
					TOTAL - PARTS	94.00

SERVICE GUARANTEE

ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

SHOP SUPPLIES FEE

*A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

STORAGE CHARGES:

No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $45.00

CANCELLATION OF REPAIRS:

In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waivers reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

The Reynolds and Reynolds Company ERAINTWE CC3662279 Q (08/16)

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

0107IHYCS730625

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ., OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
258538	MICKEY HARVEST 3618	023	07/11/17	HYCS730625

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		84,946	/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HYUNDAI/SONATA/4DR SDN 2.4 LTD A		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
5 N P E B 4 A C 8 C H 4 8 3 1 0 1		

F.T.E. NO.	P.O. NO.	R.O. DATE
		06/29/17

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
678-855-2975		MO: 84947

JOB# 3 TOTALS

LABOR	57.50
PARTS	94.00
JOB# 3 JOURNAL PREFIX HYCS JOB# 3 TOTAL	151.50

JOB# 4 CHARGES

LABOR

JOB# 4 EXTERIOR REPAIR TECH#S2641 575.00
CUSTOMER REQUEST REPLACE RADIATOR SUPPORT PER INSURANCE ESTIMATE
REPLACED RADIATOR CORE SUPPORT

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	64101-3Q001	CARRIER ASSY-FRON	708.81	482.00	482.00
					TOTAL - PARTS	482.00

JOB# 4 TOTALS

LABOR	575.00
PARTS	482.00
JOB# 4 JOURNAL PREFIX HYCS JOB# 4 TOTAL	1057.00

JOB# 5 CHARGES

LABOR

JOB# 5 MUFFLER REPLACE TECH#S2641 115.00
CUSTOMER REQUEST REPLACE MUFFLER ASSEMBLY PER INSURANCE ESTIMATE
REPLACED MUFFLER ASSY

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	28710-3Q120	MUFFLER ASSY-REAR	612.04	583.60	583.60
	1	28751-3S100	GASKET-EXHAUST PI	16.99	16.99	16.99
					TOTAL - PARTS	600.59

JOB# 5 TOTALS

LABOR	115.00
PARTS	600.59
JOB# 5 JOURNAL PREFIX HYCS JOB# 5 TOTAL	715.59

JOB# 6 CHARGES

LABOR

JOB# 6 WHEEL ALIGNMENT TECH#S2641 89.95
PERFORM 4 WHEEL ALIGNMENT
COMPLETED

JOB# 6 TOTALS

LABOR	89.95
JOB# 6 JOURNAL PREFIX HYQS JOB# 6 TOTAL	89.95

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	EV	REGULATORY COMPLIANCE EXPENSE		2.35
JOB # A	C2	SHOP SUPPLIES		28.67

SERVICE GUARANTEE
ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

SHOP SUPPLIES FEE
*A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

STORAGE CHARGES:
No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $45.00

CANCELLATION OF REPAIRS:
In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waivers reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

The Reynolds and Reynolds Company ERA-NTWYE CC860279 Q (08/16)

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

0107IHYCS730625

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ. OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
258538	MICKEY HARVEST 3618	023	07/11/17	HYCS730625

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		84,946	/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
5 N P E B 4 A C 8 C H 4 8 3 1 0 1		

F.T.E. NO.	P.O. NO.	R.O. DATE
		06/29/17

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
678-855-2975		

MO: 84947

TOTALS

TOTAL - MISC	31.02
TOTAL LABOR....	1212.45
TOTAL PARTS....	2184.58
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	33.02
TOTAL MISC DISC	0.00
TOTAL TAX.....	196.80
TOTAL INVOICE $	**3626.85**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!!

HYUNDAI MAY EMAIL OR SEND YOU A PAPER SURVEY. THIS IS MY PERSONAL REPORT CARD. IF FOR ANY REASON I HAVE NOT EARNED A PERFECT 10 PLEASE SPEAK WITH JESSICA MARSH-BROWN BEFORE YOU LEAVE. AND AGAIN THANK YOU FOR YOUR BUSINESS.

CUSTOMER SIGNATURE

1. Customer Requests to not know anything about cars
2. Customer Happy, Vehicle Looked Known Concern Discussion Have Up Upon Arrival Necessary To Be Replaced
3. The Rim Was Dig Trim Bent
4. Tacoma Number Replaced. Cleaned + Loaned Pick-up Truck
5. Original Estimate "3,000 ish" 4 Cv Decks
"Related Work(?) Total Vehicle Maintenance Financial LLC"

SERVICE GUARANTEE
ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

SHOP SUPPLIES FEE
*A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

STORAGE CHARGES:
No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $45.00

CANCELLATION OF REPAIRS:
In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waivers reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

The Reynolds and Reynolds Company ERARTNWVE CC6602279 Q (08/16)

CUSTOMER COPY

[END OF INVOICE] 10:29am

HYUNDAI

Hyundai Motor America
P.O. Box 20839
Fountain Valley, CA 92728-9937

Dear Sonata Owner:

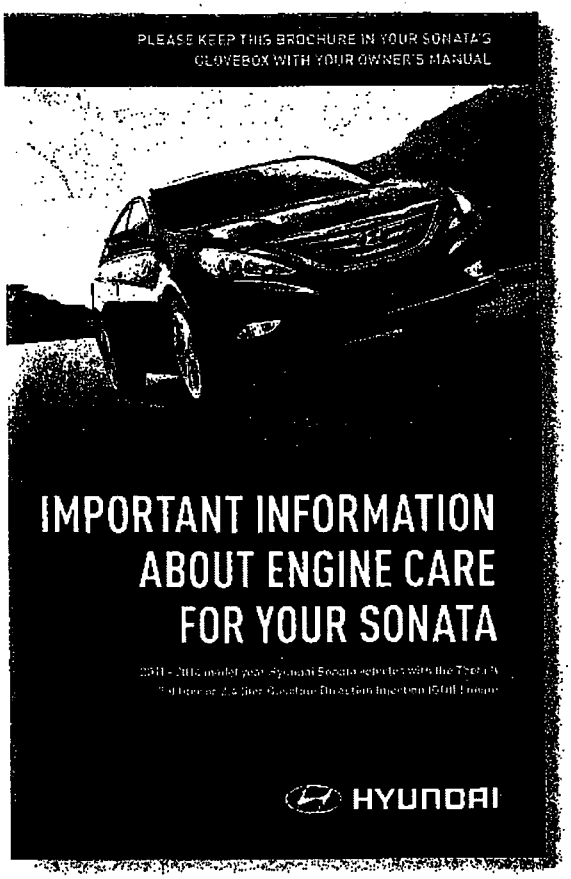
We recently mailed to you a pamphlet with important information about engine care for your Sonata vehicle.

Since the time Hyundai published the original pamphlet, we have made changes to the information regarding 2013-2014 Sonata vehicles.

The enclosed pamphlet includes **UPDATED** information regarding 2013-2014 Sonata vehicles related to a recently launched engine recall.

Thank you for your review of this important information.

Hyundai Motor America



GEICO
geico.com

Tel: 1-800-841-3000

Declarations Page

This is a description of your coverage
Please retain for your records.

GEICO INDEMNITY COMPANY
One GEICO Center
Macon, GA 31295-0001

Policy Number: 4417-99-29-24
Coverage Period:
07-01-16 through 01-01-17
12:01 a.m. local time at the address of the named insured.

Date Issued: May 18, 2016

GREG S HACKNEY
30 OLD VERMONT PL
ATLANTA GA 30328-4760

Email Address: gshconsulting@icloud.com

Named Insured	Additional Drivers
Greg S Hackney	None

Vehicle	VIN	Vehicle Location	Finance Company/ Lienholder
1 2012 Hyundai Sonata GLS	5NPEB4AC8CH483101	Atlanta GA 30328	

Coverages*	Limits and/or Deductibles	Vehicle 1
Bodily Injury Liability Each Person/Each Occurrence	$25,000/$50,000	$175.00
Property Damage Liability	$25,000	$181.80
Uninsured Motorist Bi - Add-On Each Person/Each Occurrence	$25,000/$50,000	$57.90
	Non-Ded	-
Uninsured Motorist Pd - Add-On	$25,000	$0.00
	250 Ded	-
Comprehensive	$1,000 Ded	$52.20
Collision	$1,000 Ded	$240.50
Emergency Road Service	Full	$15.80
Rental Reimbursement	$50 Per Day	$67.80
	$1500 Max	-
Total Six Month Premium		**$791.00**

*Coverage applies where a premium or $0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

VEHICLE INFORMATION

VIN Last 8 | * VIN: 5NPEB4AC8CH483101 | Search

Expand All | Collapse All | Print | PDF

Basic Vehicle Information | Window Sticker

VIN	5NPEB4AC8CH483101	Model	SONATA (YF) 2012 Automatic
Warranty Start Date	03/13/2012 (62 months, 14 days)	Extra Warranty	CLOCKSPRING WARRANTY EXT (17-BE-006) // SHORT BLK-WRTY EXT 16-EM-001/CLASS ACTIO // MUPS COUPLING WARRANTY EXT (17-ST-802)
Original Owner	GOLDSTEIN GERALD M	DMV Transfer Date	05/28/2015
Current Owner	GOLDSTEIN GERALD M Edit	Selling Dealer	GA037 JIM ELLIS HYUNDAI
Date Wholesale	03/05/2012	Date Retailed	03/13/2012
Wholesale Dealer	GA050 LEGACY HYUNDAI OF MCDONOUGH	Retailed Dealer	GA037 JIM ELLIS HYUNDAI
Retail Flag	Y	Production Date	02/28/2012
Emission Type	50-STATE	Allocation Date	02/16/2012
IQS / CSI / VDS / Others		Branded / Warranty Info	
Customer Loyalty	2 Hyundais in household	Service Interval	Severe
Dealer Case Management	No	Fleet Type	RETAIL

Detail Vehicle Information

Campaign Not Performed (0 Found)

Campaign Code	Recall	Campaign Description	Campaign Start Date	Vin Activation Date	Mail Date	Campaign Bulletins
160	Y	ANCHOR PRETENSIONER INSP (TSB#17-01-025)	03/21/2017	03/21/2017	05/04/2017	Inquiry
132	Y	ENGINE INSPECTION/REPLACE-TSB#15-01-048	12/07/2015	12/07/2015	01/25/2016	Inquiry
935		56CA03R0 - SONATA ECM UPDATE-DTC P0087 (15-018)	03/12/2015	03/12/2015	07/27/2015	Inquiry
123	Y	41CA06R0 - SHIFT LEVER CABLE (TSB#14-01-033)	08/20/2014	08/20/2014	09/03/2014	Inquiry

Blue Link Information

Blue Link Enrollment Status	N/A Blue Link Enrollment Detail	Maintenance Alert	History
Blue Link Equipped	No	Last Service Check	N/A
Monthly Vehicle Report	09/13/2012 11:19 AM Print	SVR Status	N/A

Blue Link Outstanding Alerts (0 Found)

Last Report Date	Alert Start Date	Mileage	Code Description	Type
No data available in table				

Service Contract (0 Found)

Warranty Claim History (8 Found)

Dealer Code	Claim Number	Repair Order	Repair Date	Repair Mileage	Operation Description
GA056	501201	W05012	03/03/2012	5	PRE-DELIVERY INSPECTION/SERVICE

Service Contract Claim History (0 Found)

Maintenance History (30 Found)

Dealer Code	RO#	RO Date	Mileage	Dealer Phone#	Customer Pay	Internal Pay
FL074	79152	08/31/2016	58,959	386-255-9374	Yes	No

911 = NOT MILES

GA037	319079	09/21/2013	21,753	770-454-6789	Yes	OIL
GA037	670733	05/15/2012	3,479	770-454-6789	No	OIL
GA037	711851	09/15/2012	7,328	770-454-6789	No	OIL

Blue Link Alert History (0 Found)

Vehicle Information

VIN Last 8 | * VIN

5NPEB4AC8CH483101 | Search

Basic Vehicle Information | Window Sticker

VIN	5NPEB4AC8CH483101	Model	SONATA (YF) 2012 Automatic
Warranty Start Date	03/13/2012 (64 months 19 days)	Extra Warranty	CLOCK SPRING WARRANTY EXT (17-BE-004) // SHORT BLK-WRTY EXT 16-EM-001/CLASS ACTIO // MOPS COUPLING WARRANTY EXT (17-ST-002)
Original Owner	GOLDSTEIN, GERALD M	DMV Transfer Date	05/28/2015
Current Owner	GOLDSTEIN, GERALD M Edit	Selling Dealer	GA037 JIM ELLIS HYUNDAI
Date Wholesale	03/05/2012	Date Retailed	03/13/2012
Wholesale Dealer	GA056 LEGACY HYUNDAI OF MCDONOUGH	Retailed Dealer	GA037 JIM ELLIS HYUNDAI
Retail Flag	Y	Production Date	02/20/2012
Emission Type	50-STATE	Allocation Date	02/16/2012
IQS / CSI / VDS / Others		Branded / Warranty Info	
Customer Loyalty	New to Hyundai	Service Interval	Severe
Dealer Case Management	No	Fleet Type	RETAIL

Campaign Not Performed (0 Found)

Campaign Code	Recall	Campaign Description	Campaign Start Date	Vin Activation Date	Mail Date	Campaign Bulletins
No data available in table						

Expand All | Collapse All | Print | PDF

Detail Vehicle Information

Blue Link Information

Blue Link Enrollment Status	Expired Blue Link Enrollment Detail	Maintenance Alert	History
Blue Link Equipped	Gen1	Last Service Check	N/A
Monthly Vehicle Report	09/13/2012 11:19 AM Print	SVR Status	N/A for Gen1

Blue Link Outstanding Alerts (0 Found)

Last Report Date	Alert Start Date	Mileage	Code Description	Type
No data available in table				

Service Contract (0 Found)

Warranty Claim History (5 Found)

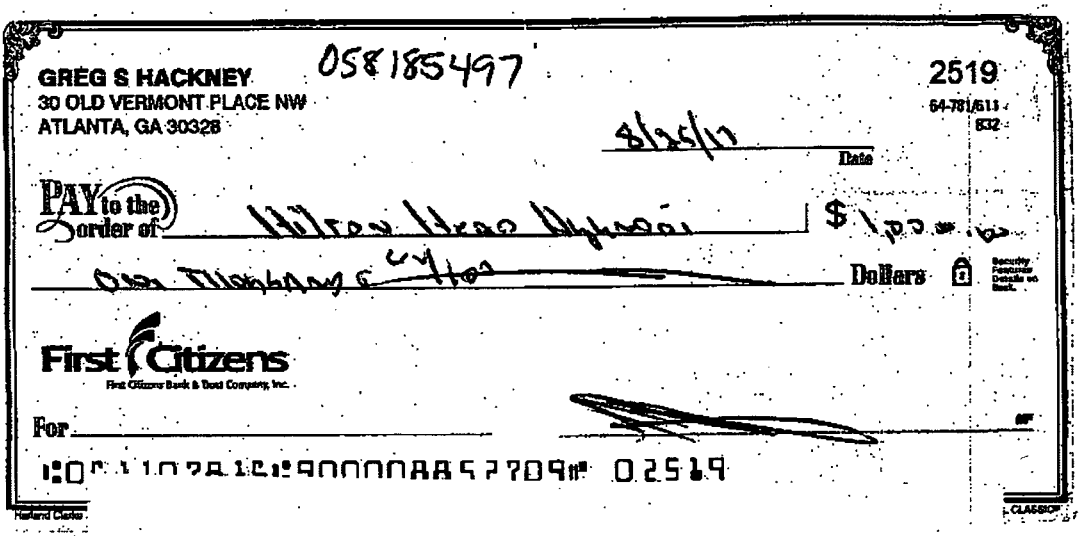
Dealer Code	Claim Number	Repair Order		Repair Date	Repair Mileage	Operation Description
SC033	23102A	723102	✓	05/24/2017	84,944	INSPECT/REPL 2.4 L ENGINE
SC033	23102B	723102	✓	05/24/2017	84,944	SONATA ECM UPDATE-DTC P0087 (15-01-010)
SC033	23102C	723102	✓	05/24/2017	84,944	SHIFT LEVER CABLE
SC033	23102D	723102	✓	05/24/2017	84,944	ANCHOR PRETENSIONER INSP
GA056	401701	WD5012		03/03/2012	5	PRE-DELIVERY INSPECTION/SERVICE

Service Contract Claim History (0 Found)

Maintenance History (6 Found)

Dealer Code	RO#	RO Date	Mileage	Dealer Phone#	Customer Pay	Internal Pay
FL074	79152	08/31/2016	58,950	386-255-9374	Yes	No
GA037	319079	09/21/2013	21,751	770-454-6789	Yes	Oil.
GA037	670733	06/15/2012	3,479	770-454-6789	No	Oil
GA037	711851	09/15/2012	7,328	770-454-6789	No	Oil.
SC033	723102	05/24/2017	84,945	843-208-1234	Yes	No
SC033	730625	06/29/2017	84,947	843-208-1234	Yes	No

Blue Link Alert History (0 Found)



GREG S HACKNEY
30 OLD VERMONT PLACE NW
ATLANTA, GA 30328

058185497

2519

64-781/611
832

8/25/11
Date

PAY to the order of Ulrey Head Physical $ 100.00

One Hundred & 00/100 Dollars

First Citizens
First Citizens Bank & Trust Company, Inc.

For

⑆053101781⑆ 9000000885270⑈ 02519

1-863-686-1155

Publix Corporate

ø

ADDRESS

Publix

Buckwalter Place Shopping Center
101 Buckwalter Place Blvd.
Bluffton, SC 29910
Store Manager: Tracy Mccandless
843-815-6430

Abele, William

From: Abele, William
Sent: Wednesday, September 06, 2017 9:42 AM
To: Abele, William

08/31/2017 02:16 PM Placed OBC to P/H per request and left VM with the plan we have set to take care of rental.

Communication Entire Claim
James Brunson
Edit 08/31/2017 02:15 PM Called Hertz rental car

Customer serv rep adv he could send an Email with the final Bill per SUP B Putnal approval I adv her Email and claim number

Hertz PG 1 OF 5 # 0 RT RR H22854893

HACKNEY, GREG
SCHAD02 0550902
VEHICLE 01398/7411606 16 HYUNDA TK CAP 16
LIC GA RAP8526 CLS F MILES OUT 29000 FUEL OUT 6/8
RENTED: 05/24/2017 11:26 @ NEW RIVER HLE
RETURN: 06/06/2017 11:39 @ NEW RIVER HLE

You agree to pay charges at the rates and in the amounts that appear on the left of the table below. Taxable charges are denoted by a T, and additional details about some charges appear beneath the table. Hertz's estimates of Your total charges appear on the right of the table below. Hertz's estimates assume (1) You will rent and return the vehicle at the times and places indicated, (2) If a mileage charge applies, You will drive no more than the distance indicated and (3) You will not incur any charges that are either listed below opposite **** or cannot be calculated until return If any of these assumptions is incorrect, additional charges or charges at higher rates may apply.

CHARGE RATE / AMOUNT		CHARGE ESTIMATE
TIME / MILEAGE CHGS: RATE PLAN - Custom	[C] CLASS F	
14 @ $ 30 /DAY	$	420.00
ADJUSTMENT		
SUBTOTAL	T $	420.00
ADDITIONAL CHARGES		
OPTIONAL SERVICES		
FUEL & SERVICE $ 0.399/MI $ 9.998/GL 18 /TK CAP	$	****
TAX / FEES		
SURCHARGE	$	27.44
TAX 9.00 % ON EST. TAXABLE TTL $ 0.00	$	0.00
ADJUSTMENTS		
ESTIMATED COMPANY CHARGE	$	447.44
TOTAL ESTIMATED CHARGE	$	447.44

H22854893

Hertz PG 2 OF 5 # 0 RT RR H22854893

Further information relating to Your rental charges, and other terms to which You agree, appear below.
EXTRA CHARGES IF APPLICABLE:

FUEL & SERVICE CHARGES: PURSUANT TO PARAGRAPH 8 OF THE RENTAL AGREEMENT, FUEL & SERVICE CHARGES APPLY AT $ 9.990 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT $ 0.399 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:
LDW DECLINED
PDW DECLINED
LIS DECLINED

PAI DECLINED
OTHER FEES AND ASSESSMENTS:
SALES TAX 9 %

SURCHARGE $27.44

TAX RATE - 9.00 % APPLIES TO ALL CHARGES MARKED T
* PROPERTY TAX, TITLE AND LICENSE FEE REIMBURSEMENT
- YOU REPRESENT THAT YOU ARE SPECIFICALLY AUTHORIZED TO RECEIVE BENEFITS EXTENDED TO EMPLOYEES/ MEMBERS OF
CDP 2036970 HILTON HEAD HYUNDAI
PO# 640057
* COMPANY CHARGE $ 447.44

PASSENGER CAPACITY: THE PASSENGER CAPACITY OF THIS VEHICLE IS DETERMINED BY THE NUMBER OF SEATBELTS AND, BY LAW, MUST NOT BE EXCEEDED. WHILE IN THE VEHICLE, PLEASE FASTEN YOUR SEATBELT. IT SAVES LIVES AND IT'S THE LAW. SHOULD YOU REQUIRE A LARGER VEHICLE, PLEASE CHECK AT THE COUNTER FOR AVAILABILITY.

YOU WILL BE CHARGED AN ADMINISTRATIVE FEE ALONG WITH TOWING/IMPOUND EXPENSES IF THE CAR MUST BE TOWED AS A RESULT OF YOUR NEGLIGENCE.
We prohibit smoking in all Vehicles. A cleaning fee will apply for violations. Excessive mileage on a repeat basis may result in suspension of future rent
RES: PLAN: Custom CLASS: F
PREPARED BY: 1298/SCHAD02 PRINTED: 20170524114415TED
H22854893

Hertz

HACKNEY, GREG

4 RN RR H22854893
VIN# 5NPE24AF4GH395419

PO# 640057
FUEL: 6/8 OUT 0/8 IN

COMPANY RATE	48	@$ 30	/DAY	$	1440.00
	30	@$ 28.75	/DAY	$	862.50
RENT RATE	17	@$ 28.75	/DAY	$	488.75
ADJUSTMENTS				$	-94.08
SUBTOTAL				T $	2603.09

CHARGES ADDED DURING RENTAL

LDW	DECLINED	$	
PDW	DECLINED	$	
LIS	DECLINED	$	
PAI,PEC	DECLINED	$	
FUEL & SERVICE	9.99GALLON/ TANK CAP	1T $	134.87

SERVICE CHARGES/TAXES

SURCHARGE		$	186.20
TAX	9.00 % ON EST. TAXABLE TTL $1578.24	$	142.04
COMPANY CHARGES*		$	2444.22
CUSTOMER CHARGE		$	716.06
CHARGED ON: VI	XXXXXXXXXXXX6613	$	716.06
CUSTOMER BALANCE		$	0.00
COMPANY BALANCES*			

FOR EXPLANATION OF THE ABOVE CHARGES, PLEASE ASK A REPRESENTATIVE OR GO TO WWW.HERTZ.COM/CHARGEEXPLAINED

VEHICLE: 01398/741160618 HYUNDA LIC: GA RAP8526
RENTED: NEW RIVER HLE 05/24/2017 11:26
RETURN: NEW RIVER HLE 08/26/2017 23:59

AN ADJUSTMENT FOR $ -94.08 HAS BEEN APPLIED TO YOUR RENTAL. PLEASE ACCEPT OUR APOLOGY FOR ANY INCONVENIENCE YOU MAY HAVE EXPERIENCED DURING YOUR RENTAL.

STATEMENT OF CHARGES - NOT VALID FOR RENTAL

Hertz

HACKNEY, GREG

4 RN RR H22854893

VEHICLE 01398/7411606 VIN# 5NPE24AF4GH395419
LIC GA RAP8526CLS P 16 HYUNDA FUEL: 6/8 OUT 0/8 IN

'DETAIL OF COMPANY CHARGES
CDP 2636970 HILTON HEAD HYUNDAI
PO# 640057

COMPANY CHARGE	$	1440.00
COMPANY BALANCE	$	1440.00
CDP 1848800 GEICO MACON HIRS		
CLM# 0127204870101050		
COMPANY CHARGE	$	1004.22
COMPANY BALANCE	$	1004.22

HOW WAS YOUR EXPERIENCE?
WE'D LIKE YOUR FEEDBACK.
1) Visit WWW.HERTZSURVEY.COM
2) Enter Access Code: 0550802
3) Take Brief Survey

STATEMENT OF CHARGES - NOT VALID FOR RENTAL

Renting Company - The Hertz Corporation

17·1995

VOLUNTARY STATEMENT
(NOT UNDER ARREST)

PAGE NO.____ OF____ PAGES

I, GREG HACKNEY, am not under arrest for, nor am I being detained for any criminal offenses concerning the events I am about to make known to HARTSEY. Without being accused of or questioned about any criminal offenses regarding the facts I am about to state, I volunteer the following information of my own free will, for whatever purposes it may serve.

Ph. 6788552975

I am 52 years of age, D.O.B. 11/20/1965 and I live at 619 Sycamore St. Decatur, GA

911:

[illegible]

I have read each page of this statement consisting of 1 page(s), each page of which bears my signature, and corrections, if any bear my initials, and I certify that the facts contained herein are true and correct.

Dated at 1607 hrs. this 1 day of Sept. 2017

WITNESS: [signature]

WITNESS: _____

Signature of person giving voluntary statement

VSNUA1014

JASPER COUNTY SHERIFF'S

P.O. Box 986, Ridgeland, South Carolina 29936
TELEPHONE: 843-726-7777 FACSIMILE: 843-726-7778

TRESPASS NOTICE FORM

Date of Incident: 4/16/2017 Time of Incident: 2150 ☐ AM ☐ PM

Incident Location: Food Lion Ridgeland

Person Receiving Trespass Notice: Larry S. Flaherty

Address: 641 Savannah St Ridgeland SC Tel: #

Sex	Date of Birth	Race	Height	Weight	Eye Color	Hair
M	3/APR 1965	W	5'11	170	BR	BRN

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

Print Name of Person Requesting Trespass Notice — Signature of Person Requesting Trespass Notice

TO: Larry S Flaherty
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

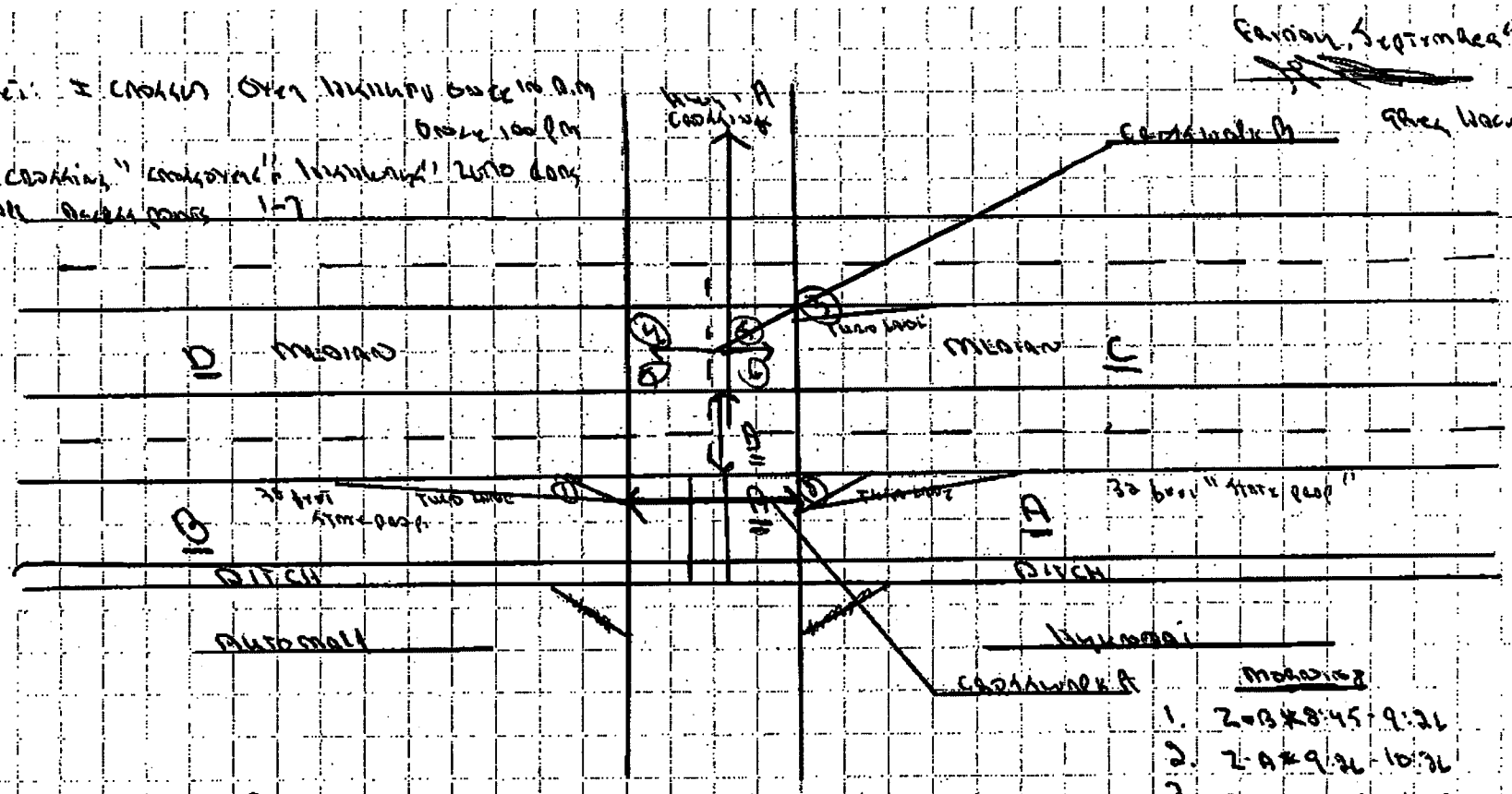
Dates Trespass Prohibited 04/16/2017 to 04/16/2018 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☑ In Person ☐ Via Certified Mail

Refuse to Sign — Print Name of Person Receiving Trespass Notice — Signature of Person Receiving Trespass Notice

D. Thompson — Print Name of Officer Serving Trespass Notice — Signature of Officer Serving Trespass Notice

- Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivision shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of another.



Zone A - Front Grass "Automall Pedestrian"
Zone B - Front Grass Automall "Peacock"
Zone C - Median "A" Grass Automall Pedestrian
Zone D - Median "A" Grass Automall Peacock
Crosswalk A: Crosswalk from Zone A-B = Automall to Automall Crossing Grass to front of Peacock Tire
Crosswalk B = Crosswalk from Zone C-D

Automall Crossing A:

Afternoon
Crosswalk A = 9:24 p.m
8:42 p.m
Parking 10:36 p.m
10:52 p.m

Afternoon
1. Z-B* 3:22-4:38
2. Z-A 4:38-5:30
Z-D 5:30-6:30
3. Z-C 6:30-7:36

Zone A: 4:38
Zone D 6:30
Parking 5:30

Morning
1. Z-B*8:45-9:36
2. Z-A*9:36-10:36
3 Z-C* 10:36-11:52
4 Z-D* 11:52-12:52
5 Z-A* 12:52-1:05
6 Z-B 1:05-1:34

99

To: Sheriff Deputies

From: Greg Hackney

Activity: Thursday
Sept 8 2011

A = Peacock Sign

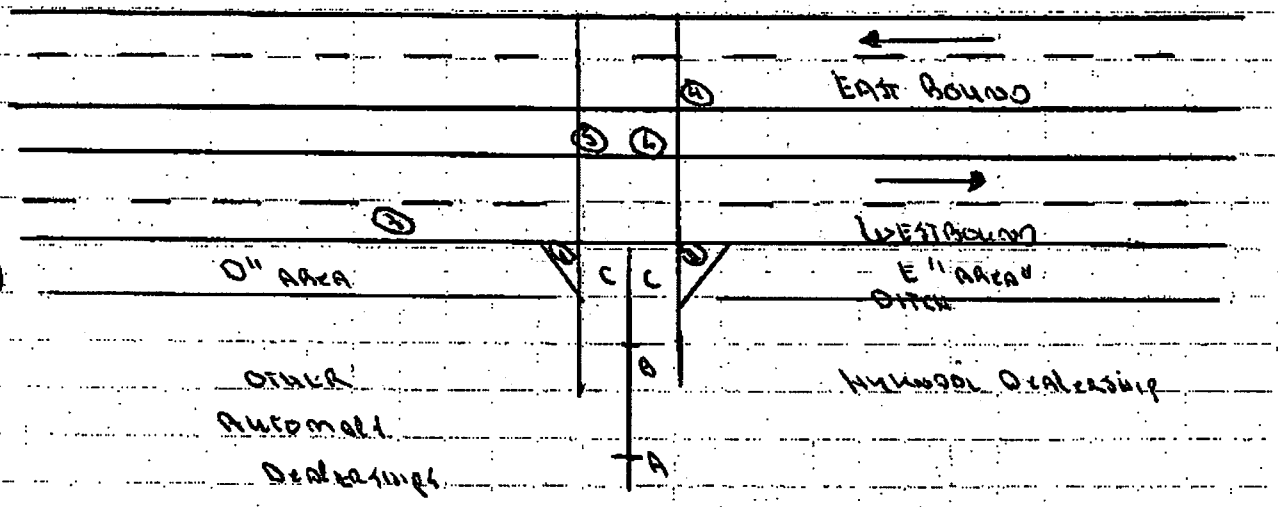
B = Flower Bed + grass median separating in/out Auto Mall

*C = Crossover "area"

D = "area"

E = "area"

I only cross over area C if/only there are zero/no cars in view or close to actual points 1, 2, 3, 4, 5, 6



I remained South of the Hwy all day as I did not cross over to the median once

"D area" = 8:00 -*

"E area" = ~~8:00 - 10:00 pm~~

2. 3:26 pm - 3:08 pm
4. 4:02 pm - 4:58 pm
6 5:58 pm - 6:49 pm

1. 8:00 A.M. - 10:00 A.M
3. 3:08 pm 4:01 pm
5 4:58 pm - 5:58 pm
7 6:49 pm - 8:15 pm

*C area: I crossed over 4 times

1. 3:08 pm 4: 5:58
3. 4:02 pm 5: 8:16 I left + crossed over Hwy going
2 4:58 pm back to ca

Sheriff Mahoney

Date: Saturday, Sept 14, 2019

I only placed this documented time! I attempted to use 'doors and cell' activated this sometimes I don't sometimes I do not have the exact detail. Below is approximation

9:30-1:00 1:30-8:30

Log 278 - I cannot back & forth 1. once to the morning
2. once in the afternoon

Francisco Hernandez
Peacock Automall

Antonio Hernandez
Peacock Automall

Cantwalk Francisco: 2-3 times morning
Antonio: 2-3 times afternoon

officer / Deputy Sheriff / Investigator who is a security person for the Lockbourne for Peacock Automall Mitsubishi and all may 30 can verify I was not in compliance with my plan.

Greg Hixson

Sunday Morning

Summary

Date: September 11th 2011

Zone A: Farmers Market/Waterfront
Zone B: Fairgrounds/Industrial
Crosswalk: A-B "Beacon Remembering"

Alternate "only"

1:30-1:45	Zone B
1:45	Crosswalk B-A
1:45-3:30	Zone A
3:30	Crosswalk A-B
3:30-3:30	Zone B
3:30	Crosswalk B-A
3:30-4:05	Zone A
4:05	Crosswalk to Zone A-B
4:05-4:49	Zone B
4:49	Crosswalk to Zone A
4:49-6:00	Zone A
6:00	Crosswalk Zone A-B
6:00-6:45	Zone B

Notes

Notes: I did not check 378 and multiple crosswalk from Zone A-B noting Zero Traffic data times to change than Zones Injure & Industrial

Tuesday Afternoon

Monday September 18th, 2017

10:15 - 10:30 = Zone B
10:30 = Crosstown B-A
10:30 - 11:30 = Zone A
11:30 Crosstown A-B
11:30 - 12:30 = Zone B
12:30 = Crosstown B-A
12:30 - 1:04 = Zone A
1:04 = Crosstown A-B

1:54 - 2:00 Zone B
2:00 Crosstown B-A
2:00 - 2:56 Zone A
2:56 Crosstown A-B
2:56 - 3:30 - Zone B
3:30
\
3:30 p.m.
Break

Afternoon: p.m.

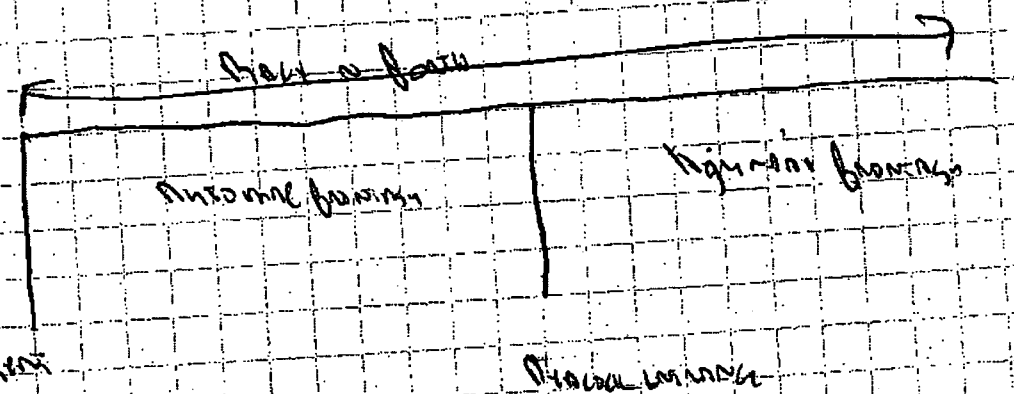
Zone B = 4:15 - 1:30
Crosstown = 1:30 B-A
Zone A = 1:30 - 2:00

1. I remained in Zone B most of the afternoon
2. Zone was clear for all-day.

Important
* Always build towards a future via from my Tank.

I left gas can
Tractor Shed
Thanks,
Bill

I remained on Zone B most of the afternoon. Topped off My
Tank until I spilled some Top 1 ounce [illegible] Gas. I returned
to Zone B for most of Remain Tractor 1 hour &
fill Tank up 25 gallons. I assume no Pats at Tractor.
I have Apple completed in car 18,000 value but Tank Remain
Chainsaw - Any Tractor to Remain Can Bill


front of house
back of house
side of house

Thursday September 21st, 2017 9:00 a.m - 11:30 a.m
3:00 p.m - 8:00 p.m

Friday September 22nd 2017 8:30 a.m. 3:00 p.m.
4:45 p.m 8:00 p.m.

Saturday September 23rd 2017 9:30 a.m 3:30 p.m.
4:45 p.m 8:00 p.m

Sunday September 24th, 2017 1:30 p.m 5:30 p.m

- I was given [illegible] by [illegible]
- I will [illegible] 1-2 times per week

* Thursday I [illegible] I [illegible] [illegible] [illegible]

Sheriff Mahpiya

Saturday, September 30th, 2017

10:30 a.m. - 1:30 p.m.

Sunday, October 1st, 2017

2:00 p.m. - 5:45 p.m.

* Please. I do not check 278

I will ask the Assistant of Tim Lawson to provide the requested copies of my application. I can make copies as I complete the tasks in front of your office.

I will also make copies for your file. I will continue processing Tamara Sheppard.

Friday

Work Log: Week of Monday, March 30, 2015

Monday, March 30

10:30 a.m. - 7:45 p.m.

Tuesday, March 31

9:45 a.m. - 7:30 p.m.

Wednesday, April 1

10:00 a.m. - 7:30 p.m.

Thursday, April 2

9:45 a.m. - 7:30 p.m.

Friday October 6th, 2017

I was standing at the entrance of the Metro Mall and a car pulled in to the drive thru. I informed them that I could not serve to my customers and to move/drive to the end of the line. They did not like this.

On October 7th, 2017 I was given paper & pencil from a car.

Saturday, October 14th 2017

I was given paper in exchange for food at Metro

Monday October 9th

I drove over to Marina Bay to meet my friend Jacqueline for lunch. It is not a very comfortable drive that close to the beach can't wait for my trip 10th, 2017

Friday October 13th, 2017

O Asenath

* note I did not get [illegible] Information Act
[illegible] for the [illegible] from [illegible]
to Sept [illegible] from [illegible]

Saturday October 14th 2017

10:30-1:30 - Class

I [illegible] on the [illegible] Information of
[illegible] [illegible] [illegible] [illegible]

following

Sunday October 15th 2017

Practice 3:30-6:00 2.5 hrs

Monday October 16th 2017 - O Asenath
[illegible] [illegible]

(1) I have been allowed on property three times
to assist with home and yard.

August 28th & 29th 3 days can assist after I have received car
keys 3 days time frame to car

September 4th took my time to front of Alto mall!

Also, I received TERMINATION warning I did not sign!

September 13th ask to accept name as two employees
take me to Alto mall! Then approached me!

* I was allowed to not with home

* I returned 3 hours late on property, brought
spoke to boss & asked would give them two days
to work into the weeks

September 15th.
I returned to office & we discussed brought into
terms & left.

September 22 Friday! Terminate should payment
not one hour 20th

Also for time & pay 3 minutes! I wanted
to address unfairness on time 8:01, 8:03!

I was warned not to come on property again
otherwise to court.

I sign & am sorry to hit/sue

Thank you for assistance

Contact - I'll

Zone A: Across from of Hyundai
Zone B: front of Dunkin
Zone C: Median infront of Hyundai
Zone D: median in front of National

Tornado Sept 9th 2019
Path of Catflower

10:30 - 11:15 = Zone B → crosswalk 11:15
11:15 - 12:01 = Zone A → cross 278 + crosswalk = 12:01
12:01 - 1:01 = Zone D
1:01 - 1:45 = Zone C - Kiosk walk + cross 278
1:45 - 3:45 = Zone A - crosswalk
3:45 - 5:30 = Zone B
5:30 - 6:30 = Zone A
6:30 - 8:00 = Zone C crosswalk + 278

*only crossed like 1 time

9/10 Tuesday
9/11 Monday
9/12 Thursday
9/13 Two-Thursday's Anniversary with National-Parade
9/14

Friday Sept 13th

10:30 - 1:30 Zone B → Kiosk walk = 1:30
1:30 - 3:08 Zone A
3:08 - 4:30 Zone C - crossed 278 = 3:08
4:30 - 5:30 Zone D - crossed C-D = 4:30
5:30 - 6:00 Zone A - crossed crossover + 278 = 5:30
6:00 - 6:30 Zone B - crossed 6:30
7:00 - 8:15 Zone A - crossed 8:15 = Home

*only crossed 278 1 time

Sunday
I will leave off Saturday + Sunday = 9/11 9/14 9/18 Monday

Thursday

17-2175

JASPER COUNTY SHERIFF'S

P.O. Box 986, Ridgeland, South Carolina 29936
TELEPHONE: 843-726-7777 FACSIMILE: 843-726-7778

TRESPASS NOTICE FORM

Date of Incident: 9/22/17 Time of Incident: 300 ☐ AM ☒ PM

Incident Location: Peacock Auto Mall Independence Blvd

Person Receiving Trespass Notice: Greg Heaney

Address: 11211 Big Canoe Big Canoe GA 30143 Tel: # 678-855-2975

Sex	Date of Birth	Race	Height	Weight	Eye Color	Hair
M	4/20/65	W	5'9	175	BLU	BLN

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

John Lyon
Print Name of Person Requesting Trespass Notice

Signature of Person Requesting Trespass Notice

TO: Greg Heaney
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

Peacock Automall Independence Blvd Hardeeville SC 29927

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

Dates Trespass Prohibited 9/22/17 to 9/22/18 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☒ In Person ☐ Via Certified Mail

Print Name of Person Receiving Trespass Notice

Signature of Person Receiving Trespass Notice

Deputy J. Smith
Print Name of Officer Serving Trespass Notice

Signature of Officer Serving Trespass Notice

- Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivision shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of another.

PINK - Property Owner GOLDENROD - Suspect

Library References

District and Prosecuting Attorneys ⇐10.
Municipal Corporations ⇐189(1).
Officers and Public Employees ⇐114.
States ⇐198.
Westlaw Topic Nos. 131, 268, 283, 360.
C.J.S. District and Prosecuting Attorneys §§ 56 to 61.
C.J.S. Municipal Corporations §§ 620 to 622, 640 to 644, 646, 657, 660.
C.J.S. Officers and Public Employees §§ 350 to 352, 355 to 362.
C.J.S. States §§ 559 to 560.

§ 16-3-1680. Authority to promulgate rules and regulations.

The Crime Victims' Ombudsman Office through the Department of Administration may promulgate those regulations necessary to assist it in performing its required duties as provided by this chapter.

HISTORY: 2008 Act No. 271, § 5, eff January 1, 2009; 2014 Act No. 121 (S.22), Pt V, § 7.AA, eff July 1, 2015.

ARTICLE 17

HARASSMENT AND STALKING

SEC.
16-3-1700. Definitions.
16-3-1705. Electronic mail service provider; immunity; definition.
16-3-1710. Penalties for conviction of harassment in the second degree.
16-3-1720. Penalties for conviction of harassment in the first degree.
16-3-1730. Penalties for conviction of stalking.
16-3-1735. Law enforcement officer empowered to sign warrant in place of victim.
16-3-1740. Mental health evaluations of persons convicted of stalking or harassment; notice to victim in person of unsupervised release.
16-3-1750. Action seeking a restraining order against a person engaged in harassment or stalking; jurisdiction and venue; forms; enforceability.
16-3-1760. When temporary restraining orders may be granted without notice; notice and hearing on motion seeking restraining order.
16-3-1770. Form and content of temporary restraining order.
16-3-1780. Expiration of temporary restraining orders and restraining orders; extensions and modifications.
16-3-1790. Service of certified copies of restraining orders.
16-3-1800. Arrest upon violation of restraining order.
16-3-1810. Law enforcement officer's responsibilities when responding to a harassment or stalking incident.
16-3-1820. Immunity from liability for filing a report or complaint or participating in a judicial proceeding concerning alleged harassment or stalking; rebuttable presumption of good faith.
16-3-1830. Availability of other civil and criminal remedies.
16-3-1840. Mental health evaluation prior to setting bail; purpose; report.

§ 16-3-1700. Definitions.

As used in this article:

(A) "Harassment in the first degree" means a pattern of intentional, substantial, and unreasonable intrusion into the private life of a targeted person that serves no

legitimate purpose and c
his position to suffer me
may include, but is not li

(1) following the ta

(2) visual or physic
person has been prov
after the victim has

(3) surveillance of
person's:

(a) residence;

(b) place of wor

(c) school; or

(d) another pla
and

(4) vandalism and

(B) "Harassment in
tial, and unreasonable
serves no legitimate p
person in his position
second degree may i
contact that is initiate

(C) "Stalking" mea
or a pattern of condu
and does cause a ta
targeted person's pos

(1) death of the

(2) assault upon

(3) bodily injur

(4) criminal sex

(5) kidnapping

(6) damage to

(D) "Pattern" me
short, evidencing a

(E) "Family" me
resides in the same

(F) "Electronic c
sounds, data, intelli
part by any device
radio, computer, el

(G) This section
tion of this State
-server performing

legitimate purpose and causes the person and would cause a reasonable person in his position to suffer mental or emotional distress. Harassment in the first degree may include, but is not limited to:

(1) following the targeted person as he moves from location to location;

(2) visual or physical contact that is initiated, maintained, or repeated after a person has been provided oral or written notice that the contact is unwanted or after the victim has filed an incident report with a law enforcement agency;

(3) surveillance of or the maintenance of a presence near the targeted person's:

(a) residence;

(b) place of work;

(c) school; or

(d) another place regularly occupied or visited by the targeted person; and

(4) vandalism and property damage.

(B) "Harassment in the second degree" means a pattern of intentional, substantial, and unreasonable intrusion into the private life of a targeted person that serves no legitimate purpose and causes the person and would cause a reasonable person in his position to suffer mental or emotional distress. Harassment in the second degree may include, but is not limited to, verbal, written, or electronic contact that is initiated, maintained, or repeated.

(C) "Stalking" means a pattern of words, whether verbal, written, or electronic, or a pattern of conduct that serves no legitimate purpose and is intended to cause and does cause a targeted person and would cause a reasonable person in the targeted person's position to fear:

(1) death of the person or a member of his family;

(2) assault upon the person or a member of his family;

(3) bodily injury to the person or a member of his family;

(4) criminal sexual contact on the person or a member of his family;

(5) kidnapping of the person or a member of his family; or

(6) damage to the property of the person or a member of his family.

(D) "Pattern" means two or more acts occurring over a period of time, however short, evidencing a continuity of purpose.

(E) "Family" means a spouse, child, parent, sibling, or a person who regularly resides in the same household as the targeted person.

(F) "Electronic contact" means any transfer of signs, signals, writings, images, sounds, data, intelligence, or information of any nature transmitted in whole or in part by any device, system, or mechanism including, but not limited to, a wire, radio, computer, electromagnetic, photoelectric, or photo-optical system.

(G) This section does not apply to words or conduct protected by the Constitution of this State or the United States, a law enforcement officer or a process server performing official duties, or a licensed private investigator performing

ELECTRONICALLY FILED - 2017 Sep 22 11:17 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Libel is actionable per se if it involved written or printed words that tend to degrade the person in the estimation of his friends or acquaintances or the public or to disgrace him. *Holtzscheiter v. Thomson Newspapers, Inc.*, 332 S.C. 502, 506 S.E.2d 497 (1998) (*Holtzscheiter II*). Essentially, all libel is actionable *per se*.

Hilton Head Hyundai is thus likely to succeed on the merits and a temporary restraining order and/or preliminary injunction should issue.[1]

D. There is no Adequate Remedy at Law

Injunctive relief is warranted because an award of monetary damages will not repair the damage to Hilton Head Hyundai for the loss of goodwill caused by Defendant's defamatory statements. Plaintiff is well known in the community. The allegations by the Defendant attack the Plaintiff's integrity and trustworthiness as a business. Plaintiff may never be able to restore its reputation in the community once it is diminished by the defamatory statements. These defamatory statements would cause the Plaintiff to suffer a future injury of uncertain date and incalculable magnitude.

III. CONCLUSION

Defendant is publishing defamatory statements about the Plaintiff. Defendant is expected to continue to continue to injure the Plaintiff, causing irreparable harm. There is a great likelihood of success on the merits in Plaintiff's defamation action. There is very little harm to the Defendant in not being allowed to publish defamatory materials.

---

[1] Generally an injunction will not issue to restrain torts, such as defamation or harassment, against the person. *Alberti v. Cruise*, 383 F.2d 268 (4th Cir.Va. 1967). An exception to this rule is if the applicant for injunctive relief shows the involvement of conspiracy, intimidation or coercion. See also *Carter et al. v. Knapp Motor Co.*, 243 Ala. 600, 11 So.2d 383, 144 A.L.R. 1177 (holding that an automobile dealer was entitled to an injunction to restrain a defendant who, for the purpose of coercing the complainant to give him another car, exhibited in the street a sign disparaging the quality of the cars sold by him.) In the present case, the Defendant is publishing defamatory statements about the Plaintiff because the Plaintiff refused to require his insurance carrier to cover repairs the carrier had declined.

ELECTRONICALLY FILED - 2017 Sep 22 11:17 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

In deciding whether to grant an injunction, the court must balance the benefit of an injunction to the plaintiff against the inconvenience and damage to the defendant. *Strategic Res. Co. v. BCS Life Ins. Co.*, 367 S.C. 540, 544, 627 S.E.2d 687, 689 (2006).

B. Plaintiff will suffer irreparable injury if the motion is denied

As Benjamin Franklin once said, "Glass, China, and Reputation, are easily crack'd, and never well mended." In *Rosenbloom v. Metromedia, Inc.*, 403 U.S. 29, 91 S.Ct. 1811, 29 L.Ed.2d 296 (1971) the Supreme Court stated:

> It is clear that there has emerged from our cases decided since New York Times [*New York Times v. U. S.*, 403 U.S. 713, 91 S.Ct. 2140, 29 L.Ed.2d 822] the concept that the First Amendment's impact upon state libel laws derives not so much from whether the plaintiff is a 'public official,' 'public figure,' or 'private individual,' as it derives from the question whether the allegedly defamatory publication concerns a matter of public or general interest.

The public interest in the present case is minimal or non-existent therefore, Defendant's publication, which is also defamatory and unprivileged, should be enjoined.

C. Plaintiff has a likelihood of success on the merits

Defendant is engaged in both libel and slander as he is using written signs and making defamatory statements to passers-by.

Slander "is actionable per se when the defendant's alleged defamatory statements charge the plaintiff with one of five types of acts or characteristics: (1) commission of a crime of moral turpitude; (2) contraction of a loathsome disease; (3) adultery; (4) unchastity; or (5) unfitness in one's business or profession." *Goodwin v. Kennedy*, 347 S.C. 30, 36, 552 S.E.2d 319, 322-23 (Ct. App. 2001). Defendant is accusing Hilton Head Hyundai of being unfit in its business, therefore, his statements are actionable *per se*.

9/26/17

I, Deputy Dodson witnessed Greg Hackney deposit his rental keys into the Hertz drop box. This incident was recorded on my Taser body camera.

E. Dodson

Deputy Dodson

JCSO

Hyundai Motor America
PO Box 2704
Huntington Beach, CA 92647

HYUNDAI

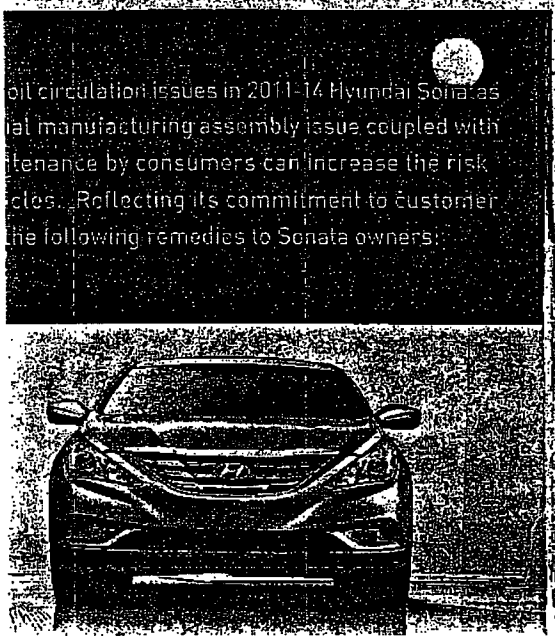
GREG S HACKNEY
200 RIVER VISTA DR UNIT 540
ATLANTA GA 30339-7619

Recall

an engine using Gasoline Direct Injection
ers more complete combustion by direct
iber as opposed to the intake manifold.
of fuel injected into the combustion
nore complete combustion and reduced
gher compression ratio, resulting in fuel
gains. However, GDI engine durability can
el used and after-market air/oil filters
injectors can become clogged and engine
usage. Proper oil maintenance, as well as
ai oil and air filters, is therefore critical to

iggish engine behavior, knocking noise, or, in
wer, engine seizure, or stalls while driving.
engine seizure or stall.

:le inspected, please contact your Hyundai
have an engine inspection performed.



2011-2012 MODEL YEAR JNATA OWNERS

Hyundai has initiated a recall campaign for 2011 and 2012 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2011-2012 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at **www.HyundaiUSA.com/campaign132** including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at **HyundaiUSA.com/campaign132**

If your vehicle does require an engine short block assembly repair, the Hyundai dealer will provide a loaner vehicle if requested. If a loaner vehicle is unavailable, Hyundai will provide full reimbursement of reasonable rental car expenses. Also, if you have to have your vehicle towed for an engine short block repair during the extended Powertrain Warranty period, Hyundai will provide reimbursement of reasonable towing fees (though you may alternatively contact Roadside Assistance for towing). You may submit your reimbursement request and supporting documentation online at the above referenced websites.

Although prior inspections may not have found issues with your vehicle, if you experience engine knocking, unusual engine noise, or illumination of the oil lamp, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed.

2013-2014 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2013 and 2014 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2013-2014 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at **www.HyundaiUSA.com/campaign162** including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at **HyundaiUSA.com/campaign162**

PLEASE KEEP THIS BROCHURE IN YOUR SONATA'S GLOVEBOX WITH YOUR OWNER'S MANUAL



IMPORTANT INFORMATION ABOUT ENGINE CARE FOR YOUR SONATA

2011 – 2014 model year Hyundai Sonata vehicles with the Theta II 2.0 liter or 2.4 liter Gasoline Direction Injection (GDI) Engine

HYUNDAI

GEICO INDEMNITY
ONE GEICO CENTER
MACON GA 31296-0001

Claimant Name:
GREG S HACKNEY

Bank of America
HARTFORD, CT 06510

51-44
119 GT

NO. N618656893

Claim Number: 0127204670101050-01

Insured Name:
GREG S HACKNEY

VOID AFTER 180 DAYS

Date: 9/6/2017

Amount:
$1,017.29

ONE THOUSAND SEVENTEEN AND 29/100 DOLLARS**********

COLLISION COVERAGE

Payment Of

GREG S HACKNEY

HACKNEY
VERMONT PL
ATLANTA GA 30328-4760

⑈06186568 93⑈ ⑆011900445⑆ 0000000 19191⑈

125

GEICO

GEICO COMMERCIAL CLAIMS 03
03
SUPPLEMENTS @ htts://partners.geico.com
One Geico Center
Macon, GA 31296
Phone: (843) 812-2580
Fax: (855) 263-7517

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 Summary

Written By: WILLIAM ABELE, License Number: 372421, 7/27/2017 12:26:30 PM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):
Greg Hackney
30 Old Vermont Pl
Atlanta, GA 30328
(678) 855-2975 Evening

Inspection Location:
Hilton Head Hyundai
Hilton Head Hyundai
51 Auto Mall Blvd,
Hardeeville, SC 29927
Other
(843) 208-1234 Day

Appraiser Information:
wabele@geico.com
(843) 812-2580

Repair Facility:
HILTON HEAD HYUNDAI
(843) 208-1234 Business

VEHICLE

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
SEATS
Cloth Seats
Bucket Seats
WHEELS
Wheel Covers
PAINT
Clear Coat Paint
OTHER
Traction Control
Stability Control
Power Trunk/Gate Release

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 Summary

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Line 13: S-1: ACCESS TIME.

Line 15: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REEPLACE.

Line 33: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 34: S-1: FLEX ADDITIIVE.

Prior Damage Notes:
DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				2,483.59
Body Labor	3.0 hrs	@	$ 44.00 /hr	132.00
Paint Labor	3.9 hrs	@	$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs	@	$ 28.00 /hr	109.20
Miscellaneous				1,296.95
Subtotal				4,193.34
Sales Tax	$ 2,519.09	@	9.0000 %	226.72
Total Cost of Repairs				**4,420.06**
Deductible				1,000.00
Total Adjustments				**1,000.00**
Net Cost of Repairs				**3,420.06**

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 Summary

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				316.00
Body Labor	3.0 hrs	@	$ 44.00 /hr	132.00
Paint Labor	3.9 hrs	@	$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs	@	$ 28.00 /hr	109.20
Miscellaneous				33.00
Subtotal				761.80
Sales Tax	$ 349.00	@	9.0000 %	31.41
Total Supplement Amount				**793.21**
NET COST OF SUPPLEMENT				**793.21**

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate		3,626.85	WILLIAM ABELE
Supplement S01		793.21	WILLIAM ABELE
Workfile Total:	**$**	**4,420.06**	
TOTAL ADJUSTMENTS:	**$**	**1,000.00**	
NET COST OF REPAIRS:	**$**	**3,420.06**	

is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:
IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:
****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 Summary

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 7/11/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 Summary

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
9	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1225167PP A/M CAPA Radiator support 2.4 liter Quote: 132734099 Expires: 08/11/17	$ 482.00
11	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1228171C A/M CAPA Front shield Quote: 138779745 Expires: 09/09/17	$ 65.00
15	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1000183PP A/M CAPA Bumper cover Quote: 138779745 Expires: 09/09/17	$ 251.00
24	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1249124C A/M CAPA RT Fender liner w/o sport susp. Quote: 132734099 Expires: 08/11/17	$ 94.00

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 Summary

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS USAGE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	8	4
Optional OEM	2	0
Reconditioned	10	0
Recycled	33	0

GEICO

GEICO COMMERCIAL CLAIMS 03
03
SUPPLEMENTS @ htts://partners.geico.com
One Geico Center
Macon, GA 31296
Phone: (843) 812-2580
Fax: (855) 263-7517

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 3 with Summary

Written By: WILLIAM ABELE, License Number: 372421, 9/27/2017 9:24:00 AM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):
Greg Hackney
30 Old Vermont Pl
Atlanta, GA 30328
(678) 855-2975 Evening

Inspection Location:
Hilton Head Hyundai
Hilton Head Hyundai
51 Auto Mall Blvd,
Hardeeville, SC 29927
Other
(843) 208-1234 Day

Appraiser Information:
wabele@geico.com
(843) 812-2580

Repair Facility:
(843) 208-1234 Business

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
SEATS
Cloth Seats
Bucket Seats
WHEELS
Wheel Covers
PAINT
Clear Coat Paint
OTHER
Traction Control
Stability Control
Power Trunk/Gate Release

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

	Line		Oper		Description	Qty	Extended Price $		Labor	Paint
	1	**GRILLE**								
	2		S01		O/H front bumper				2.4	
	3		S01	R&I	R&I grille assy				Incl.	
	4	**FRONT SUSPENSION**								
	5	*		Repl	LT Axle assy auto trans 2.4L, w/o spt susp	1	355.98	m	0.0	
	6	*		Repl	RT Axle assy auto trans 2.4L, w/o spt susp	1	355.98	m	0.0	
	7	#		Subl	Sublet Labor	1	345.00	X		
	8	**RADIATOR SUPPORT**								
	9	**		Repl	A/M CAPA Radiator support 2.4 liter	1	482.00		0.0	
N	10	#		Subl	Sublet Labor	1	575.00	X		
N	11	**	S01	Repl	A/M CAPA Front shield	1	65.00		Incl.	
N	12		S01	R&I	RT Splash shield 2.4L				0.3	
N	13		S01	R&I	LT Splash shield 2.4L				0.3	
N	14		S02	Repl	Under cover	1	208.25		Incl.	
	15	**FRONT BUMPER**								
N	16	**	S01	Repl	A/M CAPA Bumper cover	1	251.00		Incl.	2.8
	17		S01		Add for Clear Coat					1.1
	18	#	S01	Repl	Clips/Hardware	1	3.00	T		
N	19	#	S02	R&I	Front bumper cover				1.7	
	20	**	S02	Repl	A/M CAPA Lower grille	1	27.00		Incl.	
	21	**	S02	Repl	A/M CAPA RT Hole cover w/o fog lamps	1	30.00		Incl.	
	22	**	S02	Repl	A/M CAPA LT Hole cover w/o fog lamps	1	26.00		Incl.	
	23		S02	Repl	Lower deflector	1	35.56		Incl.	
N	24	#	S02		Additional labor to replace trim parts	1			0.7	
	25	**EXHAUST SYSTEM**								
	26	*		Repl	Front pipe Federal w/o sport susp	1	583.60	m	0.0	
	27	#		Subl	Sublet Labor	1	115.00	X		
	28	**WHEELS**								
	29	*		Repl	RT/Front Wheel, steel	1	188.03	m	0.0	
	30		S02	Repl	RT/Front Wheel cover steel wheel	1	104.76			
	31	**FENDER**								
	32	**		Repl	A/M CAPA RT Fender liner w/o sport susp.	1	94.00		0.0	
	33	#		Subl	Sublet Labor	1	57.50	X		
	34	**TIRES**								
	35	*		Repl	KUMH 215/45R17 XL Solus KH16 BW 91V	1	108.00		0.0	
	36	#		Subl	Mou nt & Balance RF Tire	1	30.00	X		
	37	#			Tire Disposal Fee	1	4.00	X		
	38	#		Repl	Valve Stem	1	2.50	T		
	39	#		Subl	Wheel Alignment	1	89.95	X		
	40	#		Subl	Shop Supplies	1	45.00	X		
N	41	#	S01	Repl	Clips/Hardware	1	25.00	T		

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

	42	#	S01	Repl	Flex Additive	1	5.00	T		
	43	**FRONT LAMPS**								
N	44		S02	Repl	Aim headlamps	1			0.5	
	45	**WINDSHIELD**								
N	46	**	S02	Subl	A/M Windshield plus kit	1	257.14	T		
	47	*	S02	Subl	Windshield Labor	1	136.00	X		
	48	**REAR SUSPENSION**								
N	49		S03	Repl	LT Lower cntrl arm 16" wheels	1	244.90	m	1.2	M
N	50	#	S03	Subl	4 Wheel Alignment	1	89.95	X		
	51	**OTHER CHARGES**								
	52	#	S02		E.P.C.	1	3.00			
					SUBTOTALS		**4,943.10**		**7.1**	**3.9**

NOTES

Line 10: SUBLET TO HILTON HEAD HYUNDAI TO REPLACE RADIATOT SUPPORT, EVAC AND RECHARGE, AIM HEADLAMPS.

Line 11: S-1: CRACKED.

Line 12: S-1: ACCESS TIME.

Line 13: S-1: ACCESS TIME.

Line 14: S-2: MISSING.

Line 16: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REEPLACE.

Line 19: S-2: 2ND REMOVAL REQUIRED DUE TO REPLACEMENT OF BUMPER TRIM.

Line 24: S-2: ADDITIONAL LABOR TIME TO REPLACE BUMPER TRIM PARTS.

Line 41: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 42: S-1: FLEX ADDITIIVE.

Line 44: S-2: NOT AIMED CORRECTLY.

Line 46: S-2: CRACKED, MISSED DAMAGE.

Line 49: S-3: BENT. IN LINE WITH RUNNING OVER OBJECT IN THE ROAD.

Line 50: S-3: SEE PREVIOUS LINE.

Prior Damage Notes:
DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				3,417.20
Body Labor	5.9 hrs	@	$ 44.00 /hr	259.60
Paint Labor	3.9 hrs	@	$ 44.00 /hr	171.60
Mechanical Labor	1.2 hrs	@	$ 65.00 /hr	78.00
Paint Supplies	3.9 hrs	@	$ 28.00 /hr	109.20
Miscellaneous				1,522.90
Other Charges				3.00
Subtotal				5,561.50
Sales Tax	$ 3,452.70	@	9.0000 %	310.74
Total Cost of Repairs				**5,872.24**
Deductible				1,000.00
Total Adjustments				**1,000.00**
Net Cost of Repairs				**4,872.24**

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

SUPPLEMENT SUMMARY

	Line		Oper		Description	Qty	Extended Price $		Labor	Paint
Added Items										
	48	**REAR SUSPENSION**								
N	49		S03	Repl	LT Lower cntrl arm 16" wheels	1	244.90	m	1.2 M	
N	50	#	S03	Subl	4 Wheel Alignment	1	89.95	X		
					SUBTOTALS		**334.85**		**1.2**	**0.0**

NOTES

Line 49: S-3: BENT. IN LINE WITH RUNNING OVER OBJECT IN THE ROAD.

Line 50: S-3: SEE PREVIOUS LINE.

Prior Damage Notes:
DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				244.90
Mechanical Labor	1.2 hrs	@	$ 65.00 /hr	78.00
Miscellaneous				89.95
Subtotal				412.85
Sales Tax	$ 244.90	@	9.0000 %	22.04
Total Supplement Amount				**434.89**
NET COST OF SUPPLEMENT				**434.89**

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate		3,626.85	WILLIAM ABELE
Supplement S01		793.21	WILLIAM ABELE
Supplement S02		1,017.29	WILLIAM ABELE
Supplement S03		434.89	WILLIAM ABELE
Workfile Total:	**$**	**5,872.24**	
TOTAL ADJUSTMENTS:	**$**	**1,000.00**	
NET COST OF REPAIRS:	**$**	**4,872.24**	

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:
IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:
****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

This pricing is based on NAGS list part price and includes labor and kit pricing established by GEICO. When dealer or net priced parts are required, a parts pricing agreement should be reached in advance of service. Please call the GEICO Glass Administrator at 1-888-800-4527 (GLAS), to arrange for the work to be completed.

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 9/15/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

YOU ARE INSURED WITH GEICO OR ONE OF ITS AFFILIATED COMPANIES IN THE STATE OF GEORGIA, YOU MAY BE ENTITLED TO COMPENSATION FOR DIMINISHED VALUE IN CONNECTION WITH THIS CLAIM .

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
9	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1225167PP A/M CAPA Radiator support 2.4 liter Quote: 132734099 Expires: 08/11/17	$ 482.00
11	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1228171C A/M CAPA Front shield Quote: 138779745 Expires: 09/09/17	$ 65.00
16	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1000183PP A/M CAPA Bumper cover Quote: 138779745 Expires: 09/09/17	$ 251.00
20	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1036114PP A/M CAPA Lower grille Quote: 147437090 Expires: 10/20/17	$ 27.00
21	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1039110C A/M CAPA RT Hole cover w/o fog lamps Quote: 147437090 Expires: 10/20/17	$ 30.00
22	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1038110C A/M CAPA LT Hole cover w/o fog lamps Quote: 147437090 Expires: 10/20/17	$ 26.00
32	KEYSTONE - N CHARLESTON, SC 4550 RIVERS AVE NORTH CHARLESTON SC 29405 (843) 552-4303	#HY1249124C A/M CAPA RT Fender liner w/o sport susp. Quote: 132734099 Expires: 08/11/17	$ 94.00

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TIRE PARTS SUPPLIERS

Line	Supplier	Description	Price
35	NTB 1176 FORDING ISLAND RD BLUFFTON SC 29910 (843) 757-8473	KUMH 215/45R17 XL Solus KH16 BW 91V	$ 108.00

Supplement of Record 3 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS USAGE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	15	8
Optional OEM	11	0
Reconditioned	12	0
Recycled	47	0

Sending Confirm

Date : SEP-19-2017 TUE 09:15AM
Name : GEICO
Tel. : 8435220190

Phone	:	12023544691
Pages	:	2/2
Start Time	:	09-19 09:14AM
Elapsed Time	:	00'55"
Mode	:	ECM
Result	:	Ok

800-841-2920

Claims

Call 9/20/17

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				3,172.30
Body Labor	5.9 hrs	@	$ 44.00 /hr	259.60
Paint Labor	3.9 hrs	@	$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs	@	$ 28.00 /hr	109.20
Miscellaneous				1,432.95
Other Charges				3.00
Subtotal				5,148.65
Sales Tax	$ 3,207.80	@	9.0000 %	288.70
Total Cost of Repairs				**5,437.35**
Deductible				1,000.00
Total Adjustments				**1,000.00**
Net Cost of Repairs				**4,437.35**

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

SUPPLEMENT SUMMARY

	Line		Oper		Description	Qty	Extended Price $		Labor	Paint
Added Items										
N	14		S02	Repl	Under cover	1	208.25		Incl.	
N	19	#	S02	R&I	Front bumper cover				1.7	
	20	**	S02	Repl	A/M CAPA Lower grille	1	27.00		Incl.	
	21	**	S02	Repl	A/M CAPA RT Hole cover w/o fog lamps	1	30.00		Incl.	
	22	**	S02	Repl	A/M CAPA LT Hole cover w/o fog lamps	1	26.00		Incl.	
	23		S02	Repl	Lower deflector	1	35.56		Incl.	
N	24	#	S02		Additional labor to replace trim parts	1			0.7	
	30		S02	Repl	RT/Front Wheel cover steel wheel	1	104.76			
	43	**FRONT LAMPS**								
N	44		S02	Repl	Aim headlamps	1			0.5	
	45	**WINDSHIELD**								
N	46	**	S02	Subl	A/M Windshield plus kit	1	257.14	T		
	47	*	S02	Subl	Windshield Labor	1	136.00	X		
		OTHER CHARGES								
Added Items										
		#	S02		E.P.C.	1	3.00			
					SUBTOTALS		**827.71**		**2.9**	**0.0**

NOTES

Line 14: S-2: MISSING.

Line 19: S-2: 2ND REMOVAL REQUIRED DUE TO REPLACEMENT OF BUMPER TRIM.

Line 24: S-2: ADDITIONAL LABOR TIME TO REPLACE BUMPER TRIM PARTS.

Line 44: S-2: NOT AIMED CORRECTLY.

Line 46: S-2: CRACKED, MISSED DAMAGE.

Prior Damage Notes:
DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				688.71
Body Labor	2.9 hrs	@	$ 44.00 /hr	127.60
Miscellaneous				136.00
Other Charges				3.00
Subtotal				955.31
Sales Tax	$ 688.71	@	9.0000 %	61.98
Total Supplement Amount				**1,017.29**
NET COST OF SUPPLEMENT				**1,017.29**

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate		3,626.85	WILLIAM ABELE
Supplement S01		793.21	WILLIAM ABELE
Supplement S02		1,017.29	WILLIAM ABELE
Workfile Total:	**$**	**5,437.35**	
TOTAL ADJUSTMENTS:	**$**	**1,000.00**	
NET COST OF REPAIRS:	**$**	**4,437.35**	

s is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:
IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:
****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

MAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

This pricing is based on NAGS list part price and includes labor and kit pricing established by GEICO. When dealer or net priced parts are required, a parts pricing agreement should be reached in advance of service. Please call the GEICO Glass Administrator at 1-888-800-4527 (GLAS), to arrange for the work to be completed.

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 8/17/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
M=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TIRE PARTS SUPPLIERS

Line	Supplier	Description	Price
35	NTB 1176 FORDING ISLAND RD BLUFFTON SC 29910 (843) 757-8473	KUMH 215/45R17 XL Solus KH16 BW 91V	$ 108.00

Supplement of Record 2 with Summary

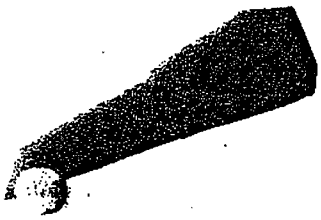
2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ALTERNATE PARTS USAGE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	15	8
Optional OEM	10	0
Reconditioned	12	0
Recycled	41	0



GEICO

GEICO COMMERCIAL CLAIMS 03
03
SUPPLEMENTS @ https://partners.geico.com
One Geico Center
Macon, GA 31296
Phone: (843) 812-2580
Fax: (855) 263-7517

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

Written By: WILLIAM ABELE, License Number: 372421, 6/28/2017 9:45:44 AM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):
Greg Hackney
30 Old Vermont Pl
Atlanta, GA 30328
(678) 855-2975 Evening

Inspection Location:
Hilton Head Hyundai
Hilton Head Hyundai
51 Auto Mall Blvd,
Hardeeville, SC 29927
Other
(843) 208-1234 Day

Appraiser Information:
wabele@geico.com
(843) 812-2580

Repair Facility:
HILTON HEAD HYUNDAI
(843) 208-1234 Business

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION	Console/Storage	FM Radio	Communications System
Automatic Transmission	**CONVENIENCE**	Stereo	Hands Free Device
Overdrive	Air Conditioning	Search/Seek	**SEATS**
POWER	Intermittent Wipers	CD Player	Cloth Seats
Power Steering	Tilt Wheel	Auxiliary Audio Connection	Bucket Seats
Power Brakes	Cruise Control	Satellite Radio	**WHEELS**
Power Windows	Rear Defogger	**SAFETY**	Wheel Covers
Power Locks	Keyless Entry	Drivers Side Air Bag	**PAINT**
Power Mirrors	Alarm	Passenger Air Bag	Clear Coat Paint
Heated Mirrors	Steering Wheel Touch Controls	Anti-Lock Brakes (4)	**OTHER**
DECOR	Telescopic Wheel	4 Wheel Disc Brakes	Traction Control
Dual Mirrors	**RADIO**	Front Side Impact Air Bags	Stability Control
Tinted Glass	AM Radio	Head/Curtain Air Bags	Power Trunk/Gate Release

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				2,167.59
Miscellaneous				1,263.95
Subtotal				3,431.54
Sales Tax	$ 2,170.09	@	9.0000 %	195.31
Total Cost of Repairs				**3,626.85**
Deductible				1,000.00
Total Adjustments				**1,000.00**
Net Cost of Repairs				**2,626.85**

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:
IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:
****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

IF YOU ARE INSURED WITH GEICO OR ONE OF ITS AFFILIATED COMPANIES IN THE STATE OF GEORGIA, YOU MAY BE ENTITLED TO COMPENSATION FOR DIMINISHED VALUE IN CONNECTION WITH THIS CLAIM .

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Estimate of Record

HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TIRE PARTS SUPPLIERS

Line	Supplier	Description	Price
17	NTB 1176 FORDING ISLAND RD BLUFFTON SC 29910 (843) 757-8473	KUMH 215/45R17 XL Solus KH16 8W 91V	$ 108.00

GEICO

GEICO COMMERCIAL CLAIMS 03
03
SUPPLEMENTS @ htts://partners.geico.com
One Geico Center
Macon, GA 31296
Phone: (843) 812-2580
Fax: (855) 263-7517

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 2 with Summary

Written By: WILLIAM ABELE, License Number: 372421, 9/6/2017 9:24:26 AM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):
Greg Hackney
30 Old Vermont Pl
Atlanta, GA 30328
(678) 855-2975 Evening

Inspection Location:
Hilton Head Hyundai
Hilton Head Hyundai
51 Auto Mall Blvd,
Hardeeville, SC 29927
Other
(843) 208-1234 Day

Appraiser Information:
wabele@geico.com
(843) 812-2580

Repair Facility:
(843) 208-1234 Business

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
SEATS
Cloth Seats
Bucket Seats
WHEELS
Wheel Covers
PAINT
Clear Coat Paint
OTHER
Traction Control
Stability Control
Power Trunk/Gate Release

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

	Line		Oper		Description	Qty	Extended Price $	Labor	Paint
	1	**GRILLE**							
	2		S01		O/H front bumper			2.4	
	3		S01	R&I	R&I grille assy			Incl.	
	4	**FRONT SUSPENSION**							
	5	*		Repl	LT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
	6	*		Repl	RT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
	7	#		Subl	Sublet Labor	1	345.00 X		
	8	**RADIATOR SUPPORT**							
	9	**		Repl	A/M CAPA Radiator support 2.4 liter	1	482.00	0.0	
N	10	#		Subl	Sublet Labor	1	575.00 X		
N	11	**	S01	Repl	A/M CAPA Front shield	1	65.00	Incl.	
N	12		S01	R&I	RT Splash shield 2.4L			0.3	
N	13		S01	R&I	LT Splash shield 2.4L			0.3	
N	14		S02	Repl	Under cover	1	208.25	Incl.	
	15	**FRONT BUMPER**							
N	16	**	S01	Repl	A/M CAPA Bumper cover	1	251.00	Incl.	2.8
	17		S01		Add for Clear Coat				1.1
	18	#	S01	Repl	Clips/Hardware	1	3.00 T		
N	19	#	S02	R&I	Front bumper cover			1.7	
	20	**	S02	Repl	A/M CAPA Lower grille	1	27.00	Incl.	
	21	**	S02	Repl	A/M CAPA RT Hole cover w/o fog lamps	1	30.00	Incl.	
	22	**	S02	Repl	A/M CAPA LT Hole cover w/o fog lamps	1	26.00	Incl.	
	23		S02	Repl	Lower deflector	1	35.56	Incl.	
N	24	#	S02		Additional labor to replace trim parts	1		0.7	
	25	**EXHAUST SYSTEM**							
	26	*		Repl	Front pipe Federal w/o sport susp	1	583.60 m	0.0	
	27	#		Subl	Sublet Labor	1	115.00 X		
	28	**WHEELS**							
	29	*		Repl	RT/Front Wheel, steel	1	188.03 m	0.0	
	30		S02	Repl	RT/Front Wheel cover steel wheel	1	104.76		
	31	**FENDER**							
	32	**		Repl	A/M CAPA RT Fender liner w/o sport susp.	1	94.00	0.0	
	33	#		Subl	Sublet Labor	1	57.50 X		
	34	**TIRES**							
	35	*		Repl	KUMH 215/45R17 XL Solus KH16 BW 91V	1	108.00	0.0	
	36	#		Subl	Mou nt & Balance RF Tire	1	30.00 X		
	37	#			Tire Disposal Fee	1	4.00 X		
	38	#		Repl	Valve Stem	1	2.50 T		
	39	#		Subl	Wheel Alignment	1	89.95 X		
	40	#		Subl	Shop Supplies	1	45.00 X		
N	41	#	S01	Repl	Clips/Hardware	1	25.00 T		

Supplement of Record 2 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

	42	#	S01	Repl	Flex Additive	1	5.00	T		
	43	**FRONT LAMPS**								
N	44		S02	Repl	Aim headlamps	1			0.5	
	45	**WINDSHIELD**								
N	46	**	S02	Subl	A/M Windshield plus kit	1	257.14	T		
	47	*	S02	Subl	Windshield Labor	1	136.00	X		
	48	**OTHER CHARGES**								
	49	#	S02		E.P.C.	1	3.00			
					SUBTOTALS		**4,608.25**		**5.9**	**3.9**

NOTES

Line 10: SUBLET TO HILTON HEAD HYUNDAI TO REPLACE RADIATOT SUPPORT, EVAC AND RECHARGE, AIM HEADLAMPS.

Line 11: S-1: CRACKED.

Line 12: S-1: ACCESS TIME.

Line 13: S-1: ACCESS TIME.

Line 14: S-2: MISSING.

Line 16: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REEPLACE.

Line 19: S-2: 2ND REMOVAL REQUIRED DUE TO REPLACEMENT OF BUMPER TRIM.

Line 24: S-2: ADDITIONAL LABOR TIME TO REPLACE BUMPER TRIM PARTS.

Line 41: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 42: S-1: FLEX ADDITIIVE.

Line 44: S-2: NOT AIMED CORRECTLY.

Line 46: S-2: CRACKED, MISSED DAMAGE.

Prior Damage Notes:
DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

~~Pd Each #150~~

for Verification ONLY

ELECTRONICALLY FILED - 2017 Sep 22 11:17 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

IN THE STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF JASPER	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai, Plaintiff, v. Greg S. Hackney, Defendant.	**C. A. No. 2017-CP-27-** 0234 **SUMMONS**

FILED
17 OCT 23 PM 3:36
CLOCK IN TIME CANCELED

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at 201 West McBee Avenue, Suite 302, Post Office Box 10410, Greenville, South Carolina 29603, within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

September 22, 2017

s/Bradford N. Martin
Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
864.552.9990
864.552.9992 (facsimile)
bmartin@bnmlaw.com

IN THE STATE OF SOUTH CAROLINA

COUNTY OF JASPER

IN THE COURT OF COMMONS PLEAS FOR THE

FOURTEENTH JUDICIAL CIRCUIT

CA2017-cp-27-00386

First Team Hyundai, LLC dba Hilton Head Hyundai

PLAINTIFF

V

Greg Hackney

DEFENDANT

AMENDED ANSWER

JURY TRIAL DEMANDED

FILED
2017 NOV -9 PM 3:41
JASPER COUNTY
CLERK OF COURT

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

Greg Hackney



JURY TRIAL DEMANDED

IN THE STATE OF SOUTH CAROLINA COUNTY OF JASPER

IN THE COURT OF COMMONS PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V

Greg Hackney

Defendant

C.A. 2017-CP-2700-386

Answer: Signature Copy
Amended (?)

RESPONSE TO COMPLAINT:

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

Greg S. Hackney

1. No response required

2. I am a citizen of the State of Georgia and not living in Jasper County! I am not sure where Jasper County Georgia is located: My Current address is 619 Sycamore Drive,
Decatur, Ga. 30030

3. I am told the dealership is located in "County Only" even though the address is Hardeevill City. The legal Authority is Jasper County confirmed by the Sheriff's Office responding to my 911 call and addressing other Issues related to my activity in front of their business.

FOR A FIRST CAUSE OF ACTION INJUNCTION

4. No response required

5. On Tuesday May 23rd, 2017 I drove through a Pot Hole as clear damages to my vehicle I drove to Hilton Head Hyundai the following day Wednesday May 24th, 2017.

6. Plaintiff completed all the authorized repairs related to the accident as well as performing the engine repair that was under a recall by the manufacture

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

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

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

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

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

There were two Supplemental Service Orders post the initial approved estimate from Gieco – Hilton Head Hyundai.

1. Front Bumper
2. Mid-Section Under Protection Garment

Noted: there were two additional Supplemental Services Orders that were related to the May 23rd, 2017 accident; approved and paid directly from Geico post my car leaving their care.

Hilton Hyundai re-defines authorized as related to the accident.

Details on each below:
Upon my car in my possession I met with Buck Abele, the Geico Adjuster who was the assigned adjuster and worked with Hilton Head Hyundai during the repairs, in parking lots and showed him damages related to the accident. He approved two Supplemental Service Orders including payments.

1. 09/06/2017 $1,017.29
2. 09/27/2017 $1,914.00 (Est.)

Hilton Head Hyundai is the expert on related damages and one would think Basic Business Standards, Guidelines and Principles would have been compelled their service personnel to point out the related damages as such Geico would approve post the vehicle leaving Hilton Head Hyundai as per below ONE-SEVEN.

9/6/2017 Supplemental ($1017.29)

One: Mid-Section Under Protection Garment: (Mechanical Part name may differ from recorded part)
On Tuesday May 23rd, 2017 the Mid-Section Under Protection Garment was barely hanging on the bottom of my car as it was ripped from the bolts holding it under the bottom of my car. I dragged it into Hilton Head Hyundai on Wednesday May 24, 2017.
Noted: I addressed the approved repair multiple times with Mickey, my Hilton Head Hyundai service person, informing him it was severely damaged when I drove through the Pot Hole thus damaging the Full Muffler Assembly Unit.
(Noted: Mickey was not the original service person who handled my service order/recalls/car in-take.)

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

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

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

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

On September 6th, 2017 I met with Buck and explained (AGAIN) Hilton Head Hyundai had taken off the damaged **Mid-Section Under Protection Garment** and not replaced the previously approved garment but replaced the adjacent Radiator Protection Garment as such he immediately approved the replacement to the Supplemental Record.
Makes sense? It was ripped off going through a Pot Hole confirmed by the damaged Full Muffler Assembly Unit it was to protect. Good Grief! If Standard Dealership Business Guidelines and Principles were followed the replacement would have been completed at the Hilton Head Hyundai Dealership.

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

THREE: **Black Partition behind replaced Front Bumper: (Mechanical Part name may differ from recorded part)**
(There was previous damage to the right front side of the Front Bumper)
Buck and I had a few direct conversations regarding the Front Bumper Replacement, as it was not included on the June 29th, 2017 estimate; after such conversations, Buck and I agree to split the front bumper replacement cost by

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

There is a **Black Partition** behind the Front Bumper that is visible; on August 25, 2017 the Black Partition had gray paint spots; regardless, the partition should have been replaced with the Front Bumper Replacement as such he immediately added the **Black Partition** to the Supplemental Record.
Make sense to replace Black Partition as it was damaged and had silver paint that was visible and made the Front End view of the car look horrible. If Standard Dealership Guidelines and Principles were followed the Black Partition would have been replaced.

FOUR: **Wheel Cover(s)**
The accident required the right front wheel-rim, tire and wheel protection garment to be replaced. The wheel cover on the right front tire was severely damaged along with the associated wheel items stated above. Hilton Head Hyundai put the same severely damaged wheel cover back on the tire; noted it was also filthy and as such as such Buck immediately added **4 new wheel covers** to the Supplemental Record.
Makes sense? The right front wheel-rim, tire and wheel protection garment were approved replacement items and one would think to include the severely damaged wheel cover. If Standard Dealership Guidelines and Principles were followed the replacement would have been completed.

FIVE: **Cracked front Window**
(The right side of the window had a small crack from a rock propelled from a passing truck)
A crack on the left side of the window from top to bottom appeared: I am not clear if it was caused by the accident or at the dealership; regardless, he immediately added a replacement window to the Supplemental Record.
Makes sense to inquire about the window as the accident may have caused it to crack? If Standard Dealership Guidelines and Principles were followed the replacement would have been completed as such Buck immediately approved the Front Window Replacement.

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

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

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

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

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

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

NOTED: The bulge on the welding was very clear and I had noticed a few days after I met with Buck the first time; as noted buck did not require a lift as a flash light looking under the car was all that was required. Hilton Head Hyundai did not see the peeling paint or bulge in the weld? *If Standard Dealership Guidelines and Principles business were followed the replacement would have been completed.*

SEVEN: 4 Wheel Alignment:
As per above, upon replacing the right rear CVC Joints alignment would be required as such Buck immediately added the Wheel Alignment to the supplemental record.

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

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

On August 25th, 2017 I asked Mickey If could get documentation that the engine was replaced and he said there was none, then commented to me "it looks new" as such I ended the conversation and asked to speak to Jessica's Boss, General Manager or Owner and as noted in number **THREE** I was unethically sent to the New Car Sales Manager who had nothing to do with Hilton Head Hyundai Service.

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

NOTED:

1. At present date I do not have any documentation regarding the Full Engine Replacement including Associated Warranty engine ID number etc.

2. **Corey Johnson informed me I had to leave my car at their dealership as the current engine was dangerous and could cause me harm if I drove back to Atlanta. A False Statement and Inaccurate Demand; I could have driven my car home after they repaired the accident related damages.** I was told by John Lyons Jessica informed me I could return to Atlanta Georgia if I signed a Notification Waiver as noted I was never presented any such Waiver. I first spoke to Jessica from Atlanta regarding my Hertz Rental Car as such a False Statement from John Lyons.

3. False Statement and Inaccurate **Demand** that resulted in Hilton Head Hyundai profiting from the Full Engine Recall.

7. Plaintiff first came upset when his check was declined by a third-party check processing company. August 25th, 2017 there were multiple attempts to run my check through their third-party check system processing company all of which did not confirm or deny a valid check; Mickey, Jessica and others including the General Manager attempted to run the check but all responded telling me their machine could not read the numbers on the bottom of the check. I witnessed their attempts including the General Manager putting a blank sheet of paper behind the check as he inserted it so the machine could read it. All attempts to read the numbers at the bottom of my check were unsuccessful including the General Managers.

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

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

NOTED:

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

Suspect of their actions, I went to Publix and Wal-Mart the following morning and their check processing systems verified the SAME check for $1,000 as valid and approved for purchase. I have requested documentation from their corporate office confirming the account ending in 2709 was approved on August 26th, 2017 and not reported to their associated third-party check cashing system.

Noted: Their system might be different but each of their machines (cash register and/or third-party check processing machines) read the numbers on the bottom of the SAME check. Also, the value of the check was included but could not be cashed for $1,000.

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

1. **Mid-Section Under Protection Garment**

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

2. **CVC Joints**

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

3. **Front Bumper**

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

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

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

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

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

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

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

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

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

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

Monday "Labor Day"- September 4th, 2017

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

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

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

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

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

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

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

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

GOOD GRIEF! WHAT A CRIME!

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

I ASSUME NO AUTHORITIVE RIGHTS!

Copy of No Trespassing Notice: Errors

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

Sheriff Malphrus Unprofessional Visit:

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

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

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

Tuesday - September 5th, 2017

State Trooper Kelley:

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

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.
The meeting was set the very next day at 11:00 PM; I developed a map with zones in front of the Hilton Head Hyundai and Auto Mall Dealerships so I could provide him my daily activity and timeline crossing in and across 278 including the entrance to Peacock Auto Mall.

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

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

Hilton Head Hyundai
LIES LIES FRAUD FRAUD
I replace the words on September 29th, 2017
Hilton Head Hyundai
Unprofessional
Unethical
Harrassment (SP)
Intimidation

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

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

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

The Hilton Head Hyundai Dealership informed me that my car had to remain at their dealership because the Engine that was being recalled was dangerous and could cause a serious accident. False Statements as I could have driven back to Atlanta Georgia after the repairs from the accident were completed.
***13.* Plaintiff request a temporary and permanent injunction enjoining the Defendant from publishing the defamatory statements in any form.**

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

The public has a right to know what/how they treat their customers.
Please see the time line!
If true then is not defamatory at all!

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

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

THE SECOND CAUSE OF ACTION: (14-22)

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

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

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

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

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

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

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

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

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

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

17. **The statements made by the plaintiff are false and defamatory.**
I disagree, they are true and if true then not Defamatory.

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

19. **Defendant's statements were not privileged and were intentionally made to a third party of the community.**
I never spoke to anyone unless they stopped their car and asked me what happened and then I explained the truth through facts and the truth of MY EXPDERIENCE! I was there and in the conversations!!

20. **Statements were made with actual malice.**
I do not intend to hurt anyone including the business, only change their behavior to improve the next customers experience as such in the publics best interest.

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

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

Actual Damages

Punitive Damages

For temporary and permanent injunction against Defendant and aware of reasonable attorney's fees and cost.
I am representing myself, why would I have to pay for their lawyer fees.

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

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

VERIFICATION OF RESPONSE

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

Greg Hackney **Date**





Counter Complaint:

Conversion of my Vehicle: 2012 Hyundai Sonata:

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

Deceptive Service Tactics:

1. On May 23rd, 2017 was informed of a New Engine Recall as per Hyundai Corporate and was not allowed to return to Atlanta, Georgia with my vehicle to complete the Recall.

2. I requested to drive home but the Hilton Head Service Person handling my recall demanded my Sonata remains at their dealership because I might be harmed if I attempted to drive home including he could not release my car after such New Engine Recall Notice had been given.

3. Hilton Head Hyundai profited from these deceptive tactics as they were the Dealership who completed the New Engine Recall including three other non-related recalls.

4. I was not informed or offered any "Notice Waiver" that would have allowed me to drive back to Atlanta Georgia to have the New Engine Recall performed!

Violation of my Constitutional Civil Rights - First Amendment Violation:

1. I was expressing myself to my fellow citizens per specific words on a sign in front of Hilton Head Hyundai Business. Highway 278 in Hardeeville South Carolina, State Land and Property.

2 Saturday - August 26th, 2017 & Monday August 28th, 2017 & Tuesday August 29th, 2017: Hilton Head Hyundai, Peacock Auto Mall employees crossed over from their premise into the State of South Carolina Property where I was exercising my First Amendment Rights and began use

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

3 Monday August 28th,2017: Hilton Head Hyundai Sales Manager directed profanity and insulting comments including threating me as he commented **"we know where you are parking and Sleeping, Wal-Mart Parking Lot**. He also noted that we **"we got you...you have a criminal record"** as both do not have anything to do with me exercising my rights as a citizen of the United States. Yes, I was concerned for my safety and well-being based on his comments; Good Grief I was a PAID Customer $7,000 Plus inclusive of the New Engine Recall and concerned for my Safety!

4 Saturday - August 26th, 2017 & Monday August 28th, 2017 & Tuesday August 29th, 2017: Per above dates, I returned to my car in the afternoon upon exercising my ConstitutioOnal Rights In front of their business; each day my car had been **unlocked and all windows were down as such the daily rain drenched the inside of my vehicle.**

5 Wednesday August 30th,2017: Hilton Head Hyundai New Car Sales Manager crossed their premise into State Property in the Peacock Security Vehicle. He approached me civil in nature to give me documents related to my issues. I refused per my recent experience with him as I viewed him defined by zero Integrity; upon my politely refusing the documents he began behavior that can be described **as abusive rage inclusive of cussing, insulting comments and personal attacks**. As noted this occurred on State Property, Highway 278.

6 Monday September 4th, 2017, Labor Day: I was retrieving my keys prior leaving the area I was doing my activity and as I turn around I witnessed a Peacock Auto-Mall Employee **Steal My Sign** and run into one of their Dealerships. Noted, Second Sign stolen as the first was removed from my vehicle but there were no witnesses.

7 Friday September 1st, 2017: My **Car keys were stolen** in Front of Hilton Head Hyundai; Please see Police Report Date per above.

8 Wednesday September 20th, 2017: **Charges Filed against Peacock Auto Mall, Vice President John Lyons: View Video upon viewable copy filed.** Peacock Security Vehicle left their premise and followed me into the Wal-Mart Parking Lot going back and forth in front of me prior stopping directly in my sight. After I request him to stop following me I left and he followed leaving the parking lot as noted he did not enter Wal-Mart. Victims Report was filed as the charges were Harassment, Assault and Battery with Intent to intimidate.

9 Saturday September 9th, 2017: I was speaking to a fellow Citizen expressing my experience with Hilton Head Hyundai and interrupted 3 times as three Hilton Head Hyundai Employees drove **back and forth behind me using profanity and insulting comments towards me and the individuals whom I was speaking to.**

Deceptive Service - Payment Tactics:

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

Standard Business Guidelines and Practices not followed

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

Greg Hackney Date

Timeline: Post August 25th, 2017
Friday, August 25th. 2017

Hilton Head Hyundai

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

Sonata:

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

NOTED:

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

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

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

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

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

Documentation:
First Citizens Bank
Bank letter confirming my checking account number ending in 2709 has never been sent to any check cashing service and my account is and has been in good standing.
Wal-Mart
Requested Saturday August 26th, 2017 check approval documentation
Publix
Requested Saturday August 26th, 2017 check approval documentation

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

Saturday - August 26th, 2017: *PM-4 hours*
Hilton Head Hyundai Third Party Check System Machine:
Suspect of Hilton Head Hyundai efforts entering my check into their check system machine I stopped by Publix and Wal-Mart; their check system service accepted the same exact check as the numbers were easily read; regardless, if it was the same third-party check system company two different machines and/or check out registers easily read the numbers on the bottom of the check resulting in an approval to write a check to their business for purchases. Also, my research confirmed Hilton Head Hyundai could have called their third-party check system customer service 800 number and given the checking account and/or Drivers License number for approval.

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

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

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

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

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

Hilton Head Hyundai:
Denied the return of my vehicle after making my $1,000 Payment:
I returned from the airport and made a credit card payment; upon such payment Jessica then stated inclusive of my $1,000 payment that cured my Hilton Head Service Order Agreement I was required to return the Hertz Rental car prior receiving my car. I explained the Hertz Rental Car located on their premise was closed and my intentions to return the car to the Hilton Head/Savannah International Airport; insuring it was properly returned and I received the associated documentation. (Noted: The Hertz Rental on their premise was closed I was not going to just leave my car with Hilton Head Hyundai who had prior demonstrated zero integrity and ethical standards). Also, I wanted to confirm the car not reported stolen and explain my policy covered the small balance and would be handled by Geico. Jessica refused, I explained they were two exclusive contracts with my name on each as such they had no right to include the return of my rental car after curing my Hilton Head Hyundai Service Order balance. The Hilton Head Service Invoice does not state or include any contractual alignment to any Hertz Rental Agreement. Hyundai Corporate did provide payment for the time period associated with the engine recall as such it was complete and the current time period was under my Geico Policy. The Hertz Rental Car Agreement was contractually aligned to Greg Hackney, me. I informed her I was going to call the police as such I reached for their land line phone only to be stopped as she grabbed my hand; I began using my cell phone to make the call but when she walked away I used their land line as I wanted the 911 call to be from their location. I connected to the Police and requested an officer. I was asked to wait outside and leave the building as such I waited outside

Deputy Sheriff Hunnicutt Deception:
Employee of Peacock Auto Mall working as their Security Officer on Saturday August 26th, 2017.
A few moments after the 911 call a person driving a Ford Black Explorer drove up and was dressed in a Sheriff's uniform with the associated badges. I explained in detail the issues and concerns; I also showed him the two contracts (Hilton Head Hyundai Service Agreement/Hertz Rental Car Agreement and the $1,000 Deductible payment receipt that cured my outstanding Hilton Head Hyundai Balance to the associated contract; I requested him to get my car. I was informed another Deputy Sheriff was coming and upon his arrival I repeated the same. (Also, documentation regarding the New Engine Recall)

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

Deputy Sheriff Dobson:

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

Hilton Head Hyundai Activity

On a poster board I wrote Hilton Head Hyundai, Lies, Lies, Lies

I went to the local Wal-Mart and bought a poster board and wrote Lies, Lies, Lies and began walking back and forth in front of the Hilton Head Hyundai Dealership. I was surprised and shocked that their employees including the New Car Sales Manager, General Manager and Sales Personnel drove up in their Golf Carts cussing me and making derogatory comments about me. Also laughing and making the same at my sign as it was raining and in poor shape.

Sunday - August 27th. 2017: No Activity

Upon witnessing their unethical and unprofessional behavior I decided to make a more readable sign and return to their location the following day and begin my activity in front of the Hilton Head Hyundai Dealership; my thinking, eventually I would be able to speak to the owner as Jessica did not follow Basic Business Practices when I appropriately asked to speak to him/her.

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

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

(noted Traffic tickets etc.)

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

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

Jasper County Deputy Sheriff Visits

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

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

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

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

Jasper County Deputy Sheriff Visits:

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

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

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

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

Vaden Car Salesman, Hilton Head Hyundai Sales Manager

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

First Sign Stolen:

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

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

OC Welch

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

Sign Change

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

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

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

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

Hardeeville Police Office and Jasper County Sheriff's Office.

Clarify Authority and meet with Sheriff Malphrus:

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

August Points of Reference:

IPHONE Calendar had Wednesday August 31st, 2017

Noted: 911 Jasper County Emergency Assistants Desk Calendar had Thursday as August 31st 2017

Daily Activity Documentation to Sheriff Malphrus has Dates reflecting such phone breach.

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

Car Keys Stolen: (See Police Report)

I was walking in front of the Auto Mall about 75 yards from where I kept my briefcase; it is located near a cable identification pole. (A very bright yellow jacket was hanging on the pole)

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

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

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

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

Trespassing Ticket/Notoce

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

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

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

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

Copy of No Trespassing Notice: Errors

Date of Notice		09/05/2017
No Trespassing Requirements	Start Date,	09/04/2017

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

I was from Atlanta and needed to go home.
Did I have a job, surely I needed to go home and work.
I was standing at the entrance of Peacock Auto Mall as such he said it was illegal and it was not.
He told me it was best to handle this kind of situations with an attorney.
Highway 278 was in his Jurisdiction and control and I was a being a Nuisance.

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

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

State Trooper Kelley:

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

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

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

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

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

I drove to the Sheriff's office for the 11:00 PM meeting
Sheriff Malphrus cancelled Meeting, Reset Following Day.
Two 17 year old boys who wash cars confirmed they saw the Auto Mall Employees steal my sign.

Thursday - September 7th, 2017: PM only 6 hours
I drove to the Sheriff's office for the 11:00 PM meeting.
Sheriff Malphrus cancelled Meeting/spoke to Deputy sheriff Smith – Review as per 9/5/17

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

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

Saturday - September 9th, 2017: AM/PM-9 Hours
Couple wanting to buy a Hyundai-Sales People cursing behind me/ditch
A couple stopped as I was doing activity in front of the Hilton Head Hyundai Dealership; they told me they wanted to buy a Hyundai because their daughter and son both had one and recommended the car. I told them my story and encouraged them to buy one at the Hilton Head Hyundai; as I spoke to then on two different times three Sales Representatives from the Dealership were in a golf cart behind the ditch driving back and forth cussing and offended the two people in the car. I stated one reason I am out here is because of this type of behavior as these are the sales people you would be working with during your purchase.

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

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

Tuesday - September 12th, 2017: Zero Activity
Walked in front of Auto Mall and approached buy two Auto – Mall Managers
1. Set meeting with John Lyons the following day at 11:00 AM at the Ram, Jeep Dealership

Wednesday - September 13th, 2017Z: Zero Activity:
Meeting with John Lyons:
I was allowed on Property for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the issues we discussed on our meeting.

Thursday - September 14th, 2017: Zero Activity
No activity as I told John the previous day that I would give him this day to review the issues we discussed and would return Friday afternoon to resume our discussions.

Friday - September 15th, 2017: PM Only-6 Hours
I returned to the Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of their business.
Saturday - September 16th, 2017: AM/PM-10 Hours

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

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

Tuesday - September 19th, 2017: Zero Activity

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

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

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

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

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

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

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

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

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

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

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

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

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

Saturday - September 23rd, 2017: AM/PM-10.5 Hours
Served Papers: 14th District Court; Hunnicutt drove the person who served me to the front of the Hilton Head Hyundai where I was doing my activity.

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

Monday - September 25th, 2017: PM Only-3.5 Hours
Sheriff Malphrus Office to get information on Warranted arrest resulting from video

Tuesday - September 26th, 2017: Zero activity
Sheriff Malphrus and the Victim Advocate office to review video and warranted prosecution.

Wednesday - September 27th, 2017: PM Only-5.5 Hours
Sheriff Malphrus and the Victim Advocate office to review video and warranted prosecution.

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

Friday - September 29th, 2017: AM/PM-8 Hours
New Sign: Unprofessional, Unethical, Harassment, Intimidation
As I began my response to the complaint it reminded me that the reason I was doing the activity is because of their behavior on the sign that can be clearly seen on the video not including theft of my sign, verbal abuse and many lies along the way!

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

September Points of Reference

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

OCTOBER

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

Monday - October 2nd, 2017: Zero Activity
Requested Freedom of Information Act: 911 call from Hilton Head Hyundai Dealership as they would not return my after making a credit card payment for my balance! Balance = Zero but required the return of the Hertz Rental car that was contracted in my name and current payments were being made by my Geico Policy.

Tuesday - October 3rd, 2017: Zero Activity

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

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

Friday - October 6th, 2017: Zero Activity

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

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

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

Tuesday - October 10th, 2017: Zero Activity

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

Thursday - October 12th, 2017: PM Only 6 Hours
Sheriff's officer to inquire about the ongoing incident at Wal-Mart
I met a Lt. outside of the office and we began to speak of the Video and he informed me that there would be not be any charges against Peacock Auto Mall related to the incident as he told me anyone can follow anyone as long as they do not harm the person they are following. Good Grief

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

Friday - October 13th, 2017: Zero Activity
Sheriff's Office to retrieve the Wal-Mart video,
I did receive the video but it does not play, I took it to Best Buy and they attempted to play the video on my computer and theirs both of which said it would not play. They downloaded VLC as it appeared to be in this format but it still did not work. I will submit a letter to resolve the issue

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

Sunday - October 15th, 2017: PM Only-3.5 Hours
Best Buy: Video does not work

Monday - October 16th, 2017: Zero Activity

Tuesday - October 17th, 2017: Zero Activity

Wednesday - October 18th, 2017: Zero Activity

Thursday - October 19th, 2017: Zero Activity

Friday - October 20thth, 2017: Zero Activity:
Jasper County Clerk, Beaufort County Clerk and Judge Mullis Assistant
I visited the County Clerk to confirm day 30 = Monday the 23rd, 2017 as such Margaret confirmed. She could not provide my court date as it was not on her or the Jasper County Calendar; she said the Judge keeps her own calendar and Jasper County does not have access; after her statement she texted Judge Muller's assistant to get the date and time but informed me that they were in court (Friday Morning) and could not provide a time when

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

Friday - October 6th, 2017: Zero Activity

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

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

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

Tuesday - October 10th, 2017: Zero Activity

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

Thursday - October 12th, 2017: PM Only 6 Hours
Sheriff's officer to inquire about the ongoing incident at Wal-Mart
I met a Lt. outside of the office and we began to speak of the Video and he informed me that there would be not be any charges against Peacock Auto Mall related to the incident as he told me anyone can follow anyone as long as they do not harm the person they are following. Good Grief

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

Friday - October 13th, 2017: Zero Activity
Sheriff's Office to retrieve the Wal-Mart video,
I did receive the video but it does not play, I took it to Best Buy and they attempted to play the video on my computer and theirs both of which said it would not play. They downloaded VLC as it appeared to be in this format but it still did not work. I will submit a letter to resolve the issue

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

Sunday - October 15th, 2017: PM Only-3.5 Hours
Best Buy: Video does not work

Monday - October 16th, 2017: Zero Activity

Tuesday - October 17th, 2017: Zero Activity

Wednesday - October 18th, 2017: Zero Activity

Thursday - October 19th, 2017: Zero Activity

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

Friday - October 6th, 2017: Zero Activity

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

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

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

Tuesday - October 10th, 2017: Zero Activity

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

Thursday - October 12th, 2017: PM Only 6 Hours
Sheriff's officer to inquire about the ongoing incident at Wal-Mart
I met a Lt. outside of the office and we began to speak of the Video and he informed me that there would be not be any charges against Peacock Auto Mall related to the incident as he told me anyone can follow anyone as long as they do not harm the person they are following. Good Grief

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

Friday - October 13th, 2017: Zero Activity
Sheriff's Office to retrieve the Wal-Mart video,
I did receive the video but it does not play, I took it to Best Buy and they attempted to play the video on my computer and theirs both of which said it would not play. They downloaded VLC as it appeared to be in this format but it still did not work. I will submit a letter to resolve the issue

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

Sunday - October 15th, 2017: PM Only-3.5 Hours
Best Buy: Video does not work

Monday - October 16th, 2017: Zero Activity

Tuesday - October 17th, 2017: Zero Activity

Wednesday - October 18th, 2017: Zero Activity

Thursday - October 19th, 2017: Zero Activity

Greg Hackney Date

Defendant

2017-CP27-425

USPS Tracking® Results

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

Track Another Package +

Tracking Number: 70171450000221844480 Remove X

Delivered

Product & Tracking Information

See Available Actions

Postal Product:
First-Class Mail®

Features:
Certified Mail™

See tracking for related item: 9589940224893309970616 (/go/TrackConfirmAction?tLabels=9589940224893309970616)

STATUS OF ITEM	LOCATION
ont Desk/Reception	RIDGELAND, SC 29936
November 8, 2017 in RIDGELAND, SC 29936.	
heduled	RIDGELAND, SC 29936
Schedule Redelivery of your item	
lo Authorized Recipient Available)	RIDGELAND, SC 29936

See More

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

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

RIDGELAND SC 29936

OFFICIAL USE

Certified Mail Fee $3.35 0667

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $10.50
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.49

Total Postage and Fees $6.34

Postmark Here

10/27/2017

Sent To Grayson Jasper Co

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

City, State, ZIP+4® Ridgeland

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

Text & Email Updates

See Less

Can't find what you're looking for?

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

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

IN THE STATE OF SOUTH CAROLINA COUNTY OF JASPER	**IN THE COURT OF COMMONS PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC Hilton Head Hyundai Plaintiff	**C.A. 2017-CP-27-00386**
V.	**MOTION TO STAY**
Greg Hackney Defendant	

FILED
2018 JUN 14 PM 2:59
CLERK OF COURT
JASPER COUNTY

TO: The Honorable Judge Carmen T. Mullen

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

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

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

AND/OR

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

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

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

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

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

June 14th, 2018

402

pd 25 cash

IN THE STATE OF SOUTH CAROLINA COUNTY THE OF JASPER

IN THE COURT OF COMMONS PLEAS FOR

FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V

C.A. 2017-CP-2700386

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

Greg Hackney

Defendant

The Honorable Carmen T. Mullen:

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

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

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

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

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

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

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

REFERENCE #1
On January 23rd, 2018. I was copied on a response from Peggy McComb, opposing counsel's, assistant "Please be advised that this case is currently on appeal." The comment was in response to a Notice of ADR from Jasper County Court, Mr. Jenkins (R, Copy of Email)

REFERENCE #2
Jasper County Fourteenth Judicial Circuit Public index
CASE NUMBER 2017CP2700386
STATUS APPEAL
(R, Copies of Jasper County Fourteenth Judicial Circuit Public Index)

TIMELINE – COMMENTS

1. I continued gathering information for Discovery confirmed by 98 pages of Documents delivered to the Jasper County Sheriff's office on April 27th, 2018. (R, 28,29,34,35,30,31,32,33,36,37,38,39,)

2. I received Apposing Counsel's Discovery Request on May 14, 2018. (R, Copy of Certificate of Service)

3. CONCERN: Opposing counsel's comments the Discover Documents were not posted in SCCourts.org–Public Index and I did not receive their standard email request notifying me they filed and/or mailed documents.

- I also viewed other Discovery Request: Interrogatories Admit and Product Request posted/entered in SCCourts.org.

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

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

- Defendant wanted to clarify the Plaintiff's Request including proper time period to answer the questions as my thoughts were my case was in the Appellant Court. A case cannot be in two courts. (Referenced by Attorneys)

- Defendant's response to Questions in the Plaintiff's Discovery Request were predicated on the response from legal authorities who REFUSED to respond to Defendant's April 27th, 2018 request.

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

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

- Judge Carmen T. Mullen explained that I was required to answer the questions in the best way regardless if I had all of the information.

- No discussions regarding ADMIT Questions omitted.

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

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

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

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

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

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

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

January 25, 2018 at 2:39 PM

From Peggy McComb

To "djenkins@japsercountysc.gov"

Cc Greg Hackney, Brad Martin

Notice of ADR 1.23.18.pdf 100.61 KB

Mr. Jenkins,

We received the Notice of ADR dated January 23rd. Please be advised that this case is currently on appeal.
Please let me know if there is anything further that we need to do at this time.

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

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.
IRS CIRCULAR 230 NOTICE: Internal Revenue Service regulations generally provide that, for the purpose of avoiding federal tax penalties, a taxpayer may rely only on formal written advice meeting specific requirements. Any tax advice in this message, or in any attachment to this message, does not meet those requirements. Accordingly, any such tax advice was not intended or written to be used, and it cannot be used, for the purpose of avoiding federal tax penalties that may be imposed on you or for the purpose of promoting, marketing or recommending to another party any tax-related matters.

Jasper County
Fourteenth Judicial Circuit
Public Index



Appeal
Status

Switch View

First Team Hyundai, Llc Dba Hilton Head Hyundai VS Gregory Hackney

Case Number:	2017CP2700386	**Court Agency:**	Common Pleas	**Filed Date:**	09/22/2017
Case Type:	Common Pleas	**Case Sub Type:**	Slander/Libel 380	**File Type:**	Mediator - Jury
Status:	Appeal	**Assigned Judge:**	Clerk Of Court C P, G S, And Family Court		
Disposition:		**Disposition Date:**		**Disposition Judge:**	
Original Source Doc:		**Original Case #:**			
Judgment Number:		**Court Roster:**			

Case Parties **Judgments** **Tax Map Information** **Associated Cases** **Actions** **Financials**

Click the icon to show associated parties.

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

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

Jasper County
Fourteenth Judicial Circuit
Public Index



Jasper County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Search By...Court Type All Courts **Court Agency** All Agencies

Case # **Case Type** All Case Types **Case SubType** All Case Sub-Types

Last Name/Business Hackney **First** **Middle** **Suffix**

Party Type All

Action Type All Actions

Date Type **Beginning** **Ending**

Tax Map# From **Through**

Only for Civil Cases... Index Search (•) All ( ) Lis Pendens ( ) Judgments | **Cross Index Search** (•) All ( ) Judgment For ( ) Judgment Against

Search | Reset Search Fields | **Name Search Option** (•) Begins With ( ) Contains

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

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

Status = Appeal

INDEX

TAB 1: **Request Criminal Charges filed against Hilton Head Hyundai.**
Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.

TAB 2: **Request Criminal Charges filed against Hilton Head Hyundai.**
Conversion of Property, August 26th, 2017 – Saturday.

Request documentation and/or statement why Deputy Sheriff Dodson did not properly Identify Conversion of Property and file charges accordingly.

TAB 3: **Case Number 2017 – 00001995, Car Keys Stolen**
Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!

TAB 4: **September 4th, 2017 – Monday, "Labor Day"**
Request documentation and/or statement why Jasper Deputy Sheriff's demanded I leave the premise or be arrested.

TAB 5: **Trespass Notice September 4th, 2017 – Monday, "Labor Day"**
Update, Please file letter accordingly.

2nd Sign Stolen
Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form regarding 2nd Sign Stolen and follow up – Peacock Auto Mall Cameras. Victim Notification Identification Form!

TAB 6: **Case Number, 2017-2176 – Harassment/A&B by Intimidation**
Update, Please file letter and documents accordingly.
Explain why video does not warrant an Arrest.

Request Criminal Charges filed against Hilton Head Hyundai Security Person.
Criminal Code 16-3-1700

TAB 7: **Trespass Notice, September 22, 2017**
Update, please file letter and documents accordingly.

TAB 8: **Case Number 2017 – 00002597 – Larceny, Brief Case Stolen**
Update, please file letter and documents accordingly. Lack of follow – witness.

TAB 9: **Victim Notification Identification Form Request. Third Sign Stolen**
Please file letter accordingly.

TAB 10: **Name clarification for court appearance, subpoena's.**

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

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

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

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

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

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

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

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

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

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

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

Tab 3, 6, 7 and 8:
Documents show little and/or Zero efforts from the Jasper County Sheriff's Office to investigate or Victim Notification Identification Cases.

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

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

Request a meeting to review TABS 1-10.

Regards,

Greg Hackney
678-855-2975

CC. (Copied)

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

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

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

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

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

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

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

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

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

June 1st, 2018

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

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

Sheriff Malphrus:

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

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

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

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

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

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

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

Respectively,

Greg Hackney

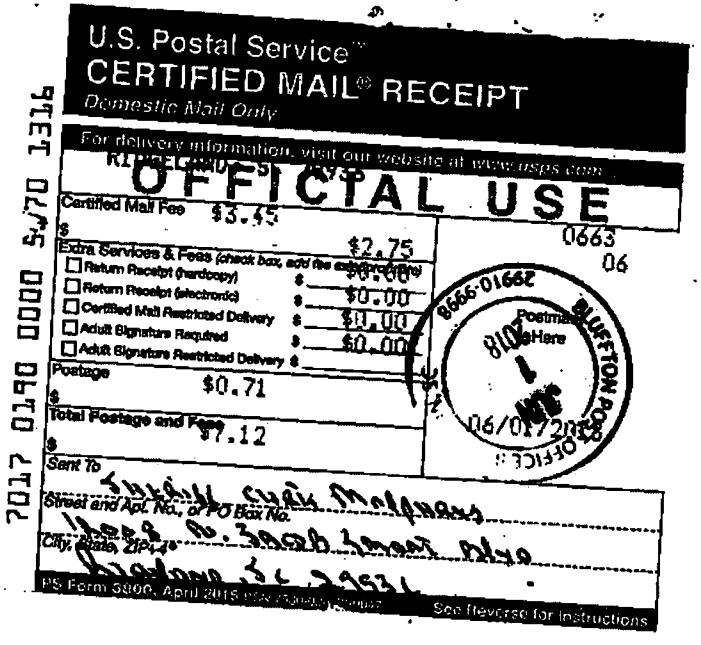
Enclosure:

Chris Malphrus

SHERIFF
JASPER COUNTY
00

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

Case#_____
Inc.#_____
Officer_____
Date_____



Sprint

Call Details - (678) 855-2975 - Voice

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

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

Rate Type

AU Anytime/Plan Usage

NW Night and Weekends

Sprint

Call Details - (678) 855-2975 - Voice

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

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

Rate Type

AU Anytime/Plan Usage

NW Night and Weekends

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 12th, 2018

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

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

Notable References regarding Hilton Head Hyundai:

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

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

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

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

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

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

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

Regards,

Greg Hackney
678-855-2975

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

April May 31st, 2018

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

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

Captain Robertson:

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

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

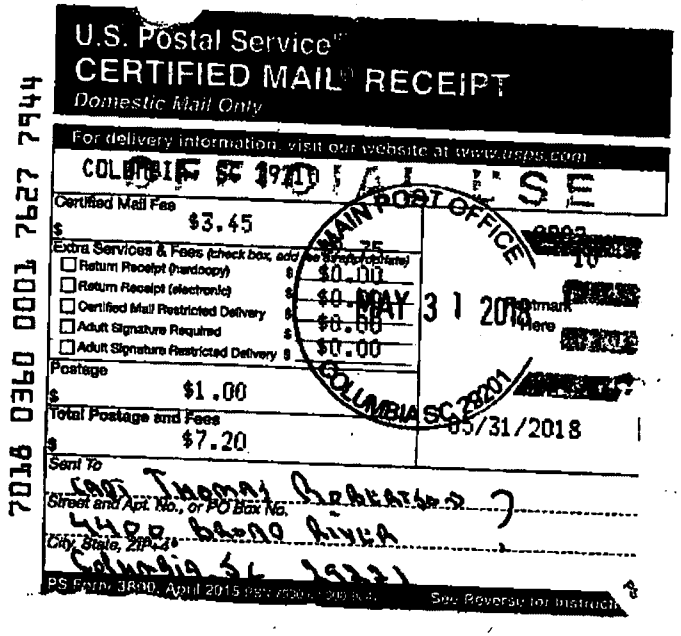
Since April 27th, 2018 I have left 17 messages and visited their office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14th, 2018 that if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous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

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

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

Regards,

Greg Hackney


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

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

COLUMBIA SC 29201 OFFICIAL USE

Certified Mail Fee $3.45

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $0.00

Postage $1.00

Total Postage and Fees $7.20

MAIN POST OFFICE COLUMBIA SC 29201 MAY 31 2018

Postmark Here

05/31/2018

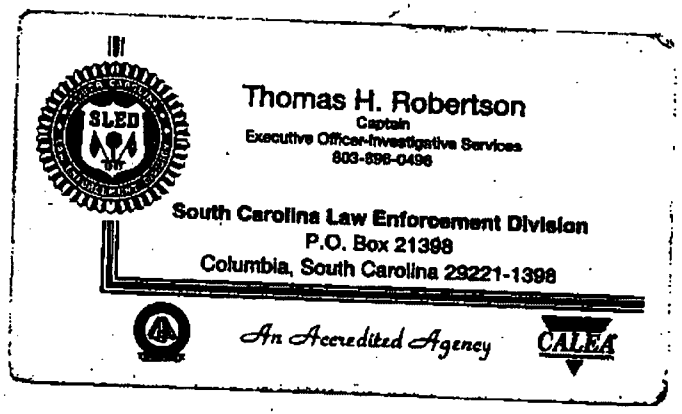
Sent To

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

City, State, ZIP+4®

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

7018 0360 0001 7627 2944


Thomas H. Robertson
Captain
Executive Officer-Investigative Services
803-896-0496

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

An Accredited Agency CALEA

39

211

IN THE STATE OF SOUTH CAROLINA)	**IN THE COURT OF COMMON PLEAS**
)	
COUNTY OF JASPER)	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai,	**C. A. No. 2017-CP-27-0386**
Plaintiff,	
v.	**CERTIFICATE OF SERVICE**
Greg S. Hackney,	
Defendant.	

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

DOCUMENTS:

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

COUNSEL/PARTY SERVED:

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

May 14, 2018

Renique Robinson

ELECTRONICALLY FILED - 2017 Dec 20 1:38 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

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

First Team Hyundai, LLC dba Hilton Head Hyundai,

Plaintiff,

v.

Greg S. Hackney,

Defendant.

C. A. No. 2017-CP-27-00386

REPLY TO DEFENDANT'S COUNTERCLAIMS

The Plaintiff, First Team Hyundai, LLC dba Hilton Head Hyundai ("Hilton Head Hyundai") responding to Defendant's Answer to Complaint, and Counterclaims, and responds as follows:

I. INTRODUCTION

Defendant came to Hilton Head Hyundai when his car was involved in an accident. Hilton Head Hyundai submitted a claim to the Defendant's insurance carrier and performed the authorized repairs. Hilton Head Hyundai also performed recall work that was under warranty by the manufacturer.

Defendant's vehicle failed the engine test during the recall check. Defendant was advised by the Service Advisor that driving his vehicle would put him at risk for catastrophic damage to the engine. He was further advised that the manufacturer might not fix the further damage to the engine that occurred after Defendant was warned and failed to have it fixed immediately. Defendant agreed without complaint, was put in a rental car, and approved the repair.

Following the engine repair, the Collision Center made body damage repairs as

ELECTRONICALLY FILED - 2017 Dec 20 1:38 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

authorized by Defendant's insurance carrier.

Defendant became increasingly agitated during the repair process: first because his check was declined by a third-party check processing company; next because the insurance carrier would not authorize the entire repair work he wanted performed; and finally because he was asked to return the rental car when the repairs were completed.

Defendant is currently appearing on an almost daily basis on a busy road-way outside of Hilton Head Hyundai's business accusing the dealership of lying and committing fraud by way of written signs and oral statements to passers-by.

II. RESPONSE TO DEFENDANTS' ANSWER

1. Plaintiff reaffirms all the allegations of the Complaint in this Reply and denies the allegations contained within the Defendant's Answer and Timeline to the extent they are inconsistent with Plaintiff's Complaint.

2. Plaintiff incorporates the previous allegations of its Complaint in answer to Paragraph(s) 1 through 22.

III. ANSWER TO THE COUNTERCLAIMS

3. All allegations not expressly admitted are denied.

FOR A FIRST DEFENSE AS TO DEFENANT'S CONVERSION CLAIM

4. Hilton Head Hyundai admits so much of Paragraph 1 as alleges that the $1,000 deductible was paid. The remaining allegations of Paragraph 1 are denied.

5. Hilton Head Hyundai admits so much of Paragraph 2 as alleges that it asked to have the keys to the Hertz Rental Car as part of the process of Defendant's pick-up of the Sonata. The remaining allegations of Paragraph 2 are denied.

6. The allegations contained in Paragraph 3 are denied.

ELECTRONICALLY FILED - 2017 Dec 20 1:38 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

7. The allegations contained in Paragraph 4 are denied.

FOR A FIRST DEFENSE AS TO DEFENANT'S
DECEPTIVE SERVICE TACTICS CLAIM

8. Hilton Head Hyundai admits so much of Second Paragraph 1 as alleges that on May 23, 2017 Defendant was informed of a New Engine Recall per Hyundai Corporate. The remaining allegations of Second Paragraph 1 are denied.

9. The allegations contained in Second Paragraph 2 are denied.

10. The allegations contained in Second Paragraph 3 are denied.

11. The allegations contained in Second Paragraph 4 are denied.

FOR A FIRST DEFENSE AS TO DEFENDANT'S
VIOLATION OF CONSTITUTIONAL CIVIL RIGHTS CLAIM

12. Hilton Head Hyundai admits so much of Third Paragraph 1 as alleges that Defendant had a sign in front of Hilton Head Hyundai located on Highway 278 in Hardeeville, South Carolina. The remaining allegations of Third Paragraph 1 are denied.

13. The allegations contained in Third Paragraph 2 are denied.

14. The allegations contained in Third Paragraph 3 are denied.

15. Hilton Head Hyundai is without sufficient information or belief to admit or deny the allegations of Third Paragraph 4.

16. The allegations contained in Third Paragraph 5 are denied.

17. The allegations contained in Third Paragraph 6 are denied.

18. Hilton Head Hyundai is without sufficient information or belief to admit or deny the allegations of Third Paragraph 7.

19. The allegations contained in Third Paragraph 8 are denied.

20. The allegations contained in Third Paragraph 9 are denied.

ELECTRONICALLY FILED - 2017 Dec 20 1:38 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

FOR A FIRST DEFENSE AS TO DEFENANT'S
DECEPTIVE SERVICE- PAYMENT TACTICS CLAIM

21. The allegations contained in Fourth Paragraph 1 are denied.

FOR A FIRST DEFENSE AS TO DEFENDANT'S
STANDARD BUSINESS GUIDELINES AND PRACTICES NOT FOLLOWED CLAIM

22. Hilton Head Hyundai admits so much of the Fifth Paragraph 1 as alleges that it prepared Repair Orders for the repairs performed in the Service Department and separately prepared documents related to the repairs made in the Collision Center as necessary to complete the repairs authorized by Defendant's insurance carrier. The remaining allegations contained in Fifth Paragraph 1 are denied.

23. The allegations contained in Fifth Paragraph 2 are denied.

24. The allegations contained in Fifth Paragraph 3 are denied.

25. The allegations contained in Fifth Paragraph 4 are denied.

FOR A SECOND DEFENSE
TO ALL CAUSES OF ACTION
(FAILURE TO STATE A CLAIM)

26. The allegations of the previous defenses not inconsistent are incorporated by reference.

27. All claims Plaintiffs make against Defendant Farrell fail to state to a claim upon which relief can be granted.

FOR A THIRD DEFENSE
TO ALL CAUSES OF ACTION
(FAILURE TO MITIGATE)

28. The allegations of the previous defenses not inconsistent are incorporated by reference.

29. To the extent Plaintiff failed to mitigate his damages, they are barred.

ELECTRONICALLY FILED - 2017 Dec 20 1:38 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

FOR A FOURTH DEFENSE
AS TO ALL OF DEFENDANTS' CAUSES OF ACTION
(UNCLEAN HANDS)

30. Each and every allegation of the preceding paragraphs is hereby re-alleged and restated as if fully set forth herein.

31. Defendant's claims are barred or limited by the doctrine of unclean hands.

FOR A FOURTH DEFENSE
AS TO ALL OF DEFENDANTS' CAUSES OF ACTION
(ESTOPPEL)

32. Each and every allegation of the preceding paragraphs is hereby re-alleged and restated as if fully set forth herein.

33. Defendant's claims are barred or limited by the doctrine of estoppel as defamation is not protected speech.

34. Defendant's claims are barred or limited by the doctrine of estoppel as both he and Hilton Head Hyundai had liability under the Hertz rental agreement if he did not return the rental car.

FOR A FIFTH DEFENSE
AS TO ALL OF DEFENDANTS' CAUSES OF ACTION
(INTERVENING ACTS)

35. Each and every allegation of the preceding paragraphs is hereby re-alleged and restated as if fully set forth herein.

36. Defendant's damages, if any, were proximately caused by the intervening negligence, recklessness, willfulness, and wantonness of third persons not under the control of Hilton Head Hyundai, which intervening negligence, recklessness, willfulness, and wantonness was the sole cause of Defendant's damages.

ELECTRONICALLY FILED - 2017 Dec 20 1:38 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

FOR A SIXTH DEFENSE
AS TO DEFENDANTS' CAUSE OF ACTION FOR
VIOLATION OF CONSTITUTIONAL CIVIL RIGHTS

37. Each and every allegation of the preceding paragraphs is hereby re-alleged and restated as if fully set forth herein.

38. Freedom of speech has its limits; it does not embrace certain categories of speech, including defamation.

39. Defendant's speech is defamatory and, therefore, not protected by the First Amendment.

PRAYER FOR RELIEF

WHEREFORE, having fully answered the Defendant's Counterclaim, Hilton Head Hyundai prays the Counterclaim be dismissed and for such other and further relief as to the Court may deem just and proper.

Respectfully submitted,

s/Bradford N. Martin

Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
(864) 552-9990
(864) 552-9992 facsimile
ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC DBA HILTON HEAD HYUNDAI

December 20, 2017

ELECTRONICALLY FILED - 2018 Jun 19 3:39 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

CONCLUSION

A stay of all discovery is not appropriate when a Preliminary Injunction is on appeal. Defendant is required to respond to discovery based on the information currently available to him and Plaintiff requests this Court deny the Motion and order full compliance.

Respectfully submitted,

Bradford N. Martin
Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
(864) 552-9990
(864) 552-9992 facsimile
ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC DBA HILTON HEAD HYUNDAI

Date: June 19, 2018

August 27, 2018

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

RE: Discovery Response
"Clarifications"

Brad,

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

Have a Blessed Day!

Greg Hackney
678-855-2975

Discovery
Clarifications
Questions

ELECTRONICALLY FILED - 2018 Jun 19 3:39 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-27-0386

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

Plaintiff,

vs.

Greg S. Hackney,

Defendant.

RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION TO STAY

INTRODUCTION

"The gist and gravamen of the discovery rules mandate full and fair disclosure to prevent a trial from becoming a guessing game or one of ambush for either party." *Scott v. Greenville Housing Authority*, 353 S.C. 639, 652, 579 S.E.2d 151 (Ct. App. 2003). Defendant continues to defame Hilton Head Hyundai on a frequent basis and has brought a "counter complaint." Hilton Head Hyundai therefore served Interrogatories, Requests to Produce, and Requests to Admit on the Defendant on May 14, 2018 to discover the facts and documents that are relevant to the case. No responses to discovery requests have been received to date. Hilton Head Hyundai's appeal of this Court's denial of its Motion for Temporary Restraining Order does not stay discovery regarding the underlying merits of the case. Therefore, Defendant's Motion to Stay should be denied.

ARGUMENT

I. The Appeal of the Motion for Preliminary Injunction does not Stay the Case on the Merits

Circuit courts generally lose subject matter jurisdiction of a case when a notice of appeal is filed and served. However, our appellate court rules provide that "[n]othing ... shall prohibit the

ELECTRONICALLY FILED - 2018 Jun 19 3:39 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

lower court ... from proceeding with matters *not affected by the* appeal." Rule 205, SCACR (emphasis added). "Although service of notice of an intent to appeal divests the lower court of jurisdiction over the order appealed, the lower court retains jurisdiction over matters not affected by the appeal." *Jackson v. Speed,* 326 S.C. 289, 311, 486 S.E.2d 750, 761 (1997)

This Court's power to proceed is determined by whether the issue sought to be litigated in the lower court during the appeal is a "matter[ ] affected by the appeal" under Rules 205 and 241(a). *See Arnal v. Fraser,* 371 S.C. 512, 518–19, 641 S.E.2d 419, 422 (2007) (per curiam) (explaining that Rules 205 and 241(a) permit the family court's action to continue on matters not affected by the appeal and prohibit action on matters that are affected by the appeal).

It has long been recognized that preliminary injunctions are, by their nature, separate from decisions on the underlying merits of the case:

> What is a preliminary injunction? The definition found in 10 Enc. Pl. & Prac, at page 878, answers this question very well. It is: "A preliminary injunction, or, as it is sometimes called, 'injunction pendente lite, ' is a provisional remedy granted before the hearing on the merits for the purpose of preventing the perpetration of wrong or the doing of any act whereby the rights in controversy may be materially injured or endangered before the final decree, and its purpose is to preserve the subject of controversy until an opportunity is afforded for a full and deliberate Investigation. . ."

Darlington Oil Co. v. Pee Dee Oil & Ice Co., 62 S.C. 196, 40 S.E. 169, 177 (1901) (internal citations omitted).

The Court in *Darlington Oil* further held:

> All that is binding is the order granting or refusing the preliminary injunction. It must always be remembered that the circuit judge is not able to, and cannot, pass upon questions making up the merits of the action in the application for a temporary injunction. Therefore it will not be necessary for this court, in view of the foregoing decisions, to pass upon any such questions made by the appeal from an order of the circuit judge granting a preliminary injunction.

Id.

ELECTRONICALLY FILED - 2018 Jun 19 3:39 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

Therefore, the Appeal does not stay the underlying case, and discovery needs to go forward.

II. A Stay is not Warranted by the Fact that Defendant does not have Possession of all Documents

Defendant's duty to respond to discovery requests should not be stayed because he has not received all the information he would like to provide in response to Hilton Head Hyundai's discovery requests. Defendant presumably has at least 98 pages of relevant documents he claims he sent to the Jasper County Sheriff's Office in preparation for trial.

If Defendant does not have certain responsive documents in his possession, he can identify those documents and indicate who has custody and control. He can then supplement his responses if additional documents are received. A stay of the case is not warranted. *See Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 108, 410 S.E.2d 537, 541 (1991) ("Absent any specification, the interrogatory should be construed as seeking current information as of the time the question is asked and answered.") By the terms of Rule 33, SCRCP, "[t]he interrogatories shall be deemed to continue from the time of service, until the time of trial of the action . . . .").

Likewise, if Defendant lacked sufficient information to admit or deny any of Hilton Head Hyundai's Requests to Admit, he could so state in his response. By failing to provide any response, Defendant is deemed to have admitted the matters. See *Scott v. Greenville Hous. Auth.,* 353 S.C. 639, 645, 579 S.E.2d 151, 154 (Ct. App. 2003) ("[F]ailure to respond to requests for admissions renders any matter listed in the request conclusively admitted for trial."); Rule 36(a), SCRCP ("The matter is admitted unless, within 30 days after service of the request, . . . the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter."). The responses were due on June 14th and none have been made.

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

IN THE STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF JASPER	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai, Plaintiff, v. Greg S. Hackney, Defendant.	**C. A. No. 2017-CP-27-0386** **PARTIAL MOTION FOR SUMMARY JUDGMENT**

TO: DEFENDANT, GREG S. HACKNEY:

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

INTRODUCTION

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

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

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

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

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

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

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

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

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

SUMMARY JUDGMENT STANDARD

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

ARGUMENTS

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

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

2. The evidence establishes that Defendant defamed the Dealership and there is no genuine issue of material fact by which a jury could find to the contrary.

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

3. Slander "is actionable per se when the defendant's alleged defamatory statements charge the plaintiff with one of five types of acts or characteristics: (1) commission of a crime of moral turpitude; (2) contraction of a loathsome disease; (3) adultery; (4) unchastity; or (5) unfitness in one's business or profession." *Goodwin v. Kennedy,* 347 S.C. 30, 36, 552 S.E.2d 319, 322-23 (Ct. App. 2001).

4. Libel is actionable per se if it involved written or printed words that tend to degrade the person in the estimation of his friends or acquaintances or the public or to disgrace him. *Holtzscheiter v. Thomson Newspapers, Inc.,* 332 S.C. 502, 506 S.E.2d 497 (1998) (*Holtzscheiter II*). Essentially, all libel is actionable *per se.*

5. Defendant's signs stated, under Hilton Head Hyundai's name:

   LIES LIES FRAUD FRAUD

(Amended Answer, p. 10)

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

***
UNPROFESSIONAL
UNETHICAL
HARASSMENT
INTIMIDATION.

(Amended Answer, p. 10)

***
UNTRUSTWORTHY
LIES LIES
LIARS
UNETHICAL

(Exhibit B)

LIES
LIARS
BAIT N SWITCH

(Exhibit B)

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

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

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

a. In order to prove fraud, the following elements must be shown: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *Ardis v. Cox*, 314 S.C. 512, 515, 431 S.E.2d 267, 269 (Ct. App. 1993).

b. The failure to prove any element of fraud or misrepresentation is fatal to the claim. *Austin v. Stokes–Craven Holding Corp.*, 387 S.C. 22, 50, 691 S.E.2d 135, 149 (2010).

c. Defendant claims the Dealership made the following false statements:

i. The vehicle had to be repaired at the Dealership because it was dangerous to drive to Atlanta (Answer p. 32)

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

a. It is undisputed that Defendant's car was subject to a recall. (Ex. A) Hyundai's Recall information indicated that the car could stall creating a dangerous situation. (Ex. C) The Dealership was instructed by the manufacturer to test all cars within the recall and, if they failed, to replace the engine. (Ex. C) The test performed by the Dealership showed that the engine failed the recall test and had to be replaced. (Ex. D) Hackney signed the Repair Order agreeing the car would be repaired by the Dealership. (Ex. E)
b. The Dealership did not have a duty to tell Defendant he could take the risk to drive the Sonata back to Atlanta. The element of "false misrepresentation" cannot be premised upon silence when there is no duty to speak. See *Pitts v. Jackson Nat'l Life Ins. Co.,* 352 S.C. 319, 334, 574 S.E.2d 502, 509 (Ct.App.2002) Plus, the manufacturer made it clear that any failed engine must be replaced.

ii. Defendant claims he was falsely told the engine was replaced with a new engine (Amended Answer p. 5)
   a. Defendant has presented no basis for this allegation.
   b. The evidence in the record shows that the recall repair was performed by the installation of a new engine. (Ex. F)

iii. Defendant claims he was told by the "new Sales Manager and Jessica that they never get involved in a quote related to any accident but he received a quote from Corey Johnson." (Answer p. 32)

   a. Defendant admitted that GEICO performed and inspection of his vehicle and authorized certain repairs. He also admitted that GEICO had the sole and final authority to authorize payment for repairs to the car. (Ex. G) Failure to answer Requests to Admit within 30 days deemed an admission. Rule 36, SCRCP.
   b. A comparison of the NRAM Collision Center estimate dated July 21, 2017 (Ex. H) and the GEICO estimate dated July 27, 2018 (Ex. I) demonstrates that GEICO prepared its own estimate in which it determined the repairs that were authorized. The Collision Center recommended an "undercover" costing $208. GEICO authorized a "front shield" costing $65. After Defendant picked up his car from the Dealership, GEICO authorized the $208 "undercover" on September 6th (which Defendant has never asked the Dealership to perform).

iv. Defendant claims the Dealership fraudulently required him to return the rental car. (Answer p. 32)
   a. At the Motion for the Preliminary Injunction, Defendant did not claim the Dealership made a false statement to him, only that he was told he needed to return the rental car. (Transcript, p. 41, ll.

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

13-14).

b. Defendant admits that he was told by two Jasper County Sheriff's Deputies that he needed to return the Hertz rental car prior to receiving his car. (Amended Answer 19-20)

v. Defendant claims a Dealership employee told him they owned the Hertz on their premises (Answer p. 38)

a. Defendant claims a manager from another Peacock dealership, not someone who purported to be a representative of the Plaintiff, told him they owned Hertz on their premises. (Answer p. 17) This is hearsay and not admissible. Our appellate courts have interpreted Rule 56(e) to mean materials used to support or refute a motion for summary judgment must be those which would be admissible in evidence. *Hall v. Fedor*, 349 S.C. 169, 561 S.E.2d 654 (Ct.App.2002).

b. Plaintiff claims the statement was made after he had returned the rental car, therefore it could not have been made with the intent that he rely upon it.

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

Defendant claims the Dealership acted unethically in the following manner:

a. Defendant claims the Dealership acted unethically when its security officer followed him into the Wal-Mart parking lot. (Transcript, p. 45, ll. 18-21)

i. The Affidavit of the Dealership's David Salzman states that he did observe Defendant for several minutes in the Wal-Mart parking lot because he was concerned about his erratic behavior at the Dealership. (Affidavit of David Salzman) Mr. Salzman was approached while inside his parked car in the parking lot by Defendant, who physically threatened him.

ii. It is certainly not unethical for a business to express concern for the safety of its employees and customers.

b. Defendant claims it was unethical for the Dealership to direct him to the New Car Sales Manager to address his concerns when he asked to speak with the owner or General Manager. (Amended Answer, p. 3)

i. There is no evidence of unethical behavior related to this encounter. Defendant admits that the individual identified himself as the New Car Sales Manager.

c. Defendant claims the Dealership acted unethically when its Telecheck machine could not read his check.

i. Defendant admits that the Telecheck[2] machine was unable to read the check. (Ex. G, Request to Admit No. 4) Failure to answer Requests to Admit within 30 days deemed an admission. Rule 36,

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

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

SCRCP.

3. The Dealership did not harass or intimidate the Defendant

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

C. Defendant Published the Statements to Third Parties

9. Defendant published his statements by standing with his signs on a public roadway and speaking with passerby's regarding his statements about the Dealership. (Amended Answer p. 12, Ex. B)

10. The Dealership therefore requests that the Court grant summary judgment in its favor as to defamation and schedule a hearing on damages.

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

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

12. As set forth above, Defendant's statements are defamatory as a matter of law.

13. In addressing unprotected pornographic speech, the Supreme Court stated:

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

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

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

15. Therefore, the Dealership requests this Court to narrowly tailor a permanent injunction preventing Defendant from publishing the defamatory statements that the Dealership has acted fraudulently, unprofessionally, untrustworthily, dishonestly, unethically, or that it is engaged in harassing or intimidating behavior.

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

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

16. Conversion is an unauthorized assumption and exercise of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights. *Steele v. Victory Savings Bank*, 295 S.C. 290, 368 S.E.2d 91 (Ct.App.1988).

17. Defendant claims that he had a ten-minute conversation with an employee of the Dealership regarding whether he was required to turn in the rental car prior to receiving the Sonata. (Transcript p. 41, 11. 16-17)

18. A claim of conversion is inapplicable where the "[i]ntention [is] good, the duration brief, the event harmless". W. Page Keeton, et al., *Prosser and Keeton on the Law of Torts* § 15.

19. Defendant admits that it was the Jasper County Deputy who required him to leave the keys to the rental car. (Transcript p. 42, ll. 4-7)

20. There is no dispute that Defendant received his Sonata.

21. Therefore, summary judgment should be granted in the Dealership's favor as to conversion.

B. DECEPTIVE SERVICE TACTICS

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

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

a. As set forth above, the only evidence in the record is that the manufacturer identified the risk of a crash while operating a vehicle that failed the recall engine test. (Exhibit C)The manufacturer instructed the Dealership to replace any engine that failed the test.

b.Defendant does not dispute that his vehicle was subject to the recall, that his car failed the recall inspection, that his engine needed to be replaced, or that he authorized the repair.

c. The Dealership's statement that the car should not be driven until the engine was replaced was based on the instructions of the manufacturer and was designed to protect the safety of both the Defendant and other drivers on the road.

C. VIOLATION OF CONSTITUTIONAL CIVIL RIGHTS

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

D. DECEPTIVE SERVICE- PAYMENT TACTICS

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

E. STANDARD BUSINESS GUIDELINES AND PRACTICES NOT FOLLOWED

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

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

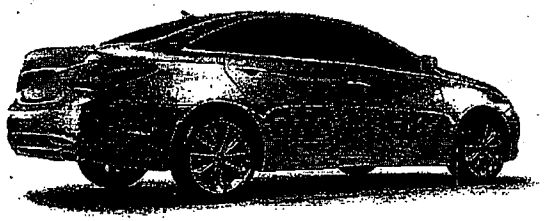
This Motion is based on applicable federal and state jurisprudence, Plaintiff's Requests to Admit, supporting Affidavits and Plaintiff's Memorandum in Support of its Motion for Partial Summary judgment.

s/Bradford Neal Martin

Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
(864) 552-9990
(864) 552-9992 facsimile
ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC DBA HILTON HEAD HYUNDAI

August 23, 2018

If you should experience any issues, please contact your local Hyundai dealer.



You should keep a copy of your maintenance records.

Given the critical importance of regular and proper maintenance of your engine, you may use the table below to keep track of your engine's maintenance.

Should you have any questions regarding the information contained in this pamphlet, please contact the **Hyundai Customer Care Center at 1-855-671-3059.**

Thank you for choosing Hyundai.

DATE	MILEAGE	OIL CHANGE LOCATION

Exhibit A

ELECTRONICALLY FILED - 2018 Aug 28 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

NP17002017

PLEASE KEEP THIS BROCHURE IN YOUR SONATA'S GLOVEBOX WITH YOUR OWNER'S MANUAL



IMPORTANT INFORMATION ABOUT ENGINE CARE FOR YOUR SONATA

2011–2014 model year Hyundai Sonata vehicles with the Theta II 2.0 liter or 2.4 liter Gasoline Direction Injection (GDI) Engine

HYUNDAI

In addition to 137 recall

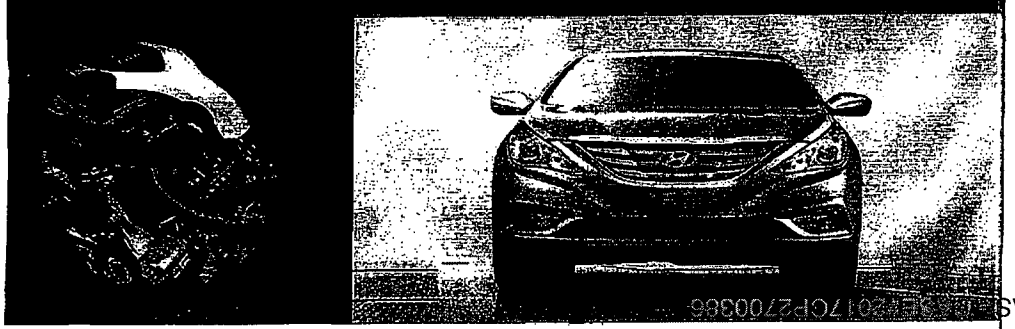
Your Hyundai Sonata is equipped with an engine using Gasoline Direct Injection (GDI) technology. Direct Injection offers more complete combustion by directly adding fuel to the combustion chamber as opposed to the intake manifold. With a more precise measurement of fuel injected into the combustion chamber, GDI technology creates a more complete combustion and reduced cylinder temperatures enabling a higher compression ratio, resulting in fuel efficiency gains and low-end torque gains. However, GDI engine durability can be more sensitive to the quality of fuel used and after-market air/oil filters than conventional gas engines. Fuel injectors can become clogged and engine carbon buildup can result under severe usage. Proper oil maintenance, as well as recommended use of genuine Hyundai oil and air filters, is therefore critical to ensuring maximum engine longevity.

Some customers have experienced sluggish engine behavior, knocking noise, or, in more severe cases, loss of engine power, engine seizure, or stalls while driving. **The following are warning signs of an engine seizure or stall:**

- Engine knocking
- Unusual engine noise, or
- Illumination of the oil warning lamp

If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed.

Hyundai has carefully studied whether oil circulation issues in 2011-14 Hyundai Sonatas could cause engine failures. A potential manufacturing assembly issue coupled with the lack of appropriate periodic maintenance by consumers can increase the risk of engine failure in high mileage vehicles. Reflecting its commitment to customer satisfaction, Hyundai has announced the following remedies to Sonata owners:



2011-2012 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2011 and 2012 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2011-2012 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at **www.HyundaiUSA.com/campaign132** including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at **HyundaiUSA.com/campaign132**

2013-2014 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2013 and 2014 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2013-2014 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at **www.HyundaiUSA.com/campaign162** including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at **HyundaiUSA.com/campaign162**

If your vehicle does require an engine short block assembly repair, the Hyundai dealer will provide a loaner vehicle if requested. If a loaner vehicle is unavailable, Hyundai will provide full reimbursement of reasonable rental car expenses. Also, if you have to have your vehicle towed for an engine short block repair during the extended Powertrain Warranty period, Hyundai will provide reimbursement of reasonable towing fees (though you may alternatively contact Roadside Assistance for towing). You may submit your reimbursement request and supporting documentation online at the above referenced websites.

Although prior inspections may not have found issues with your vehicle, if you experience engine knocking, unusual engine noise, or illumination of the oil lamp, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed.

ELECTRONICALLY FILED 2013 Jul 08 8:07 PM - ASPEER - COMMON PLEAS - CASE NO. 2017CP2700386

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

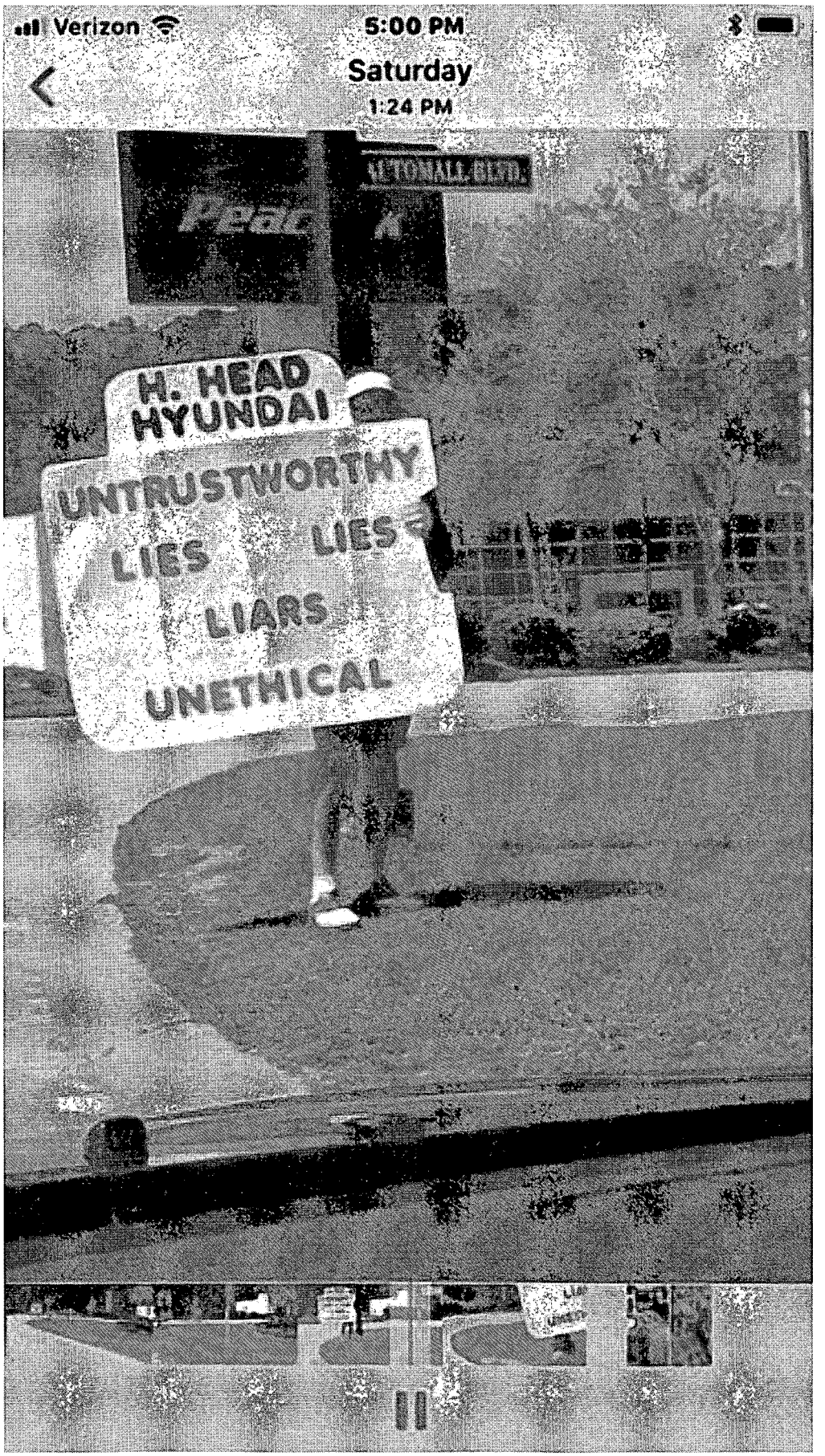


Exhibit B

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

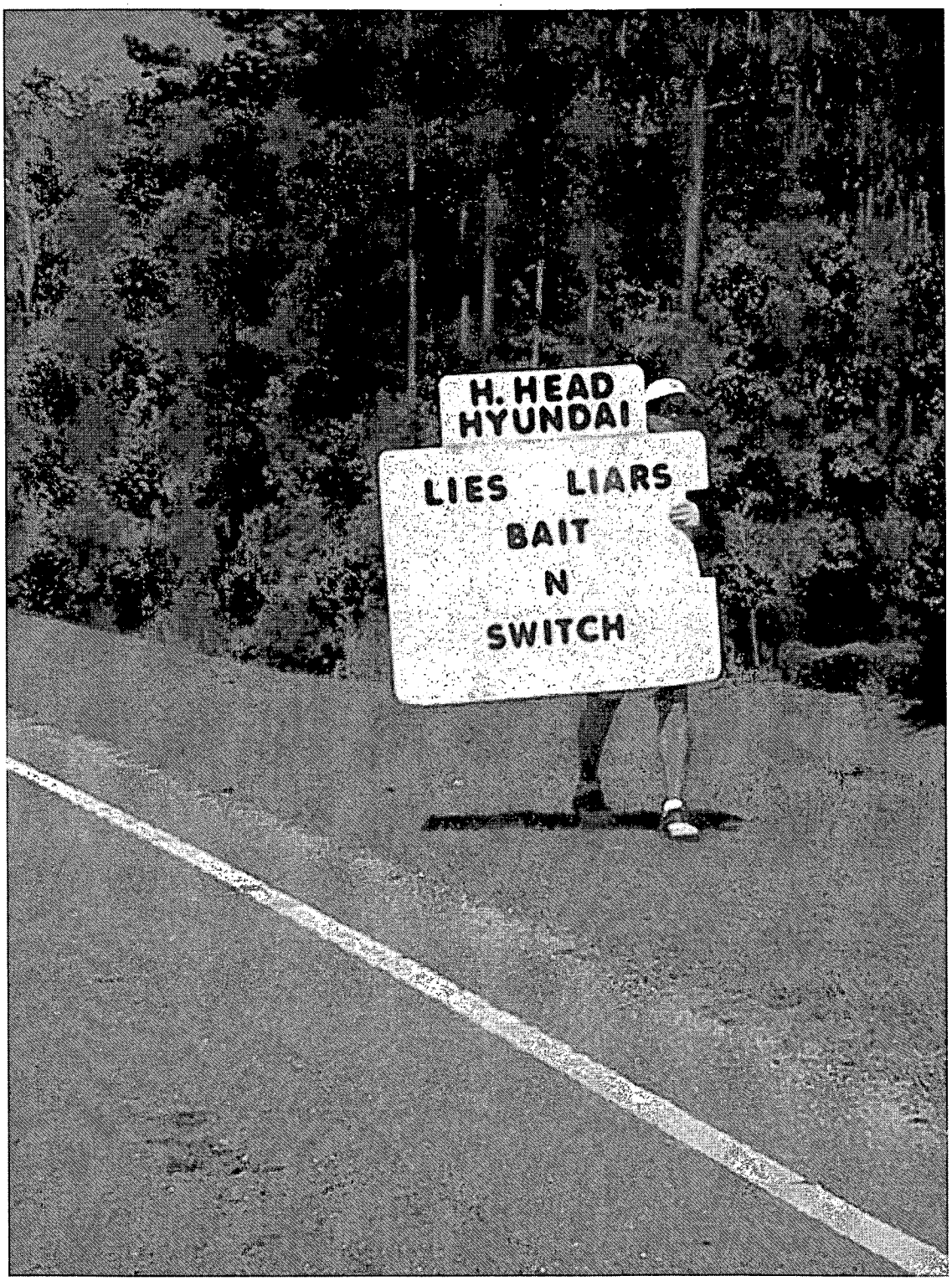


Exhibit B

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

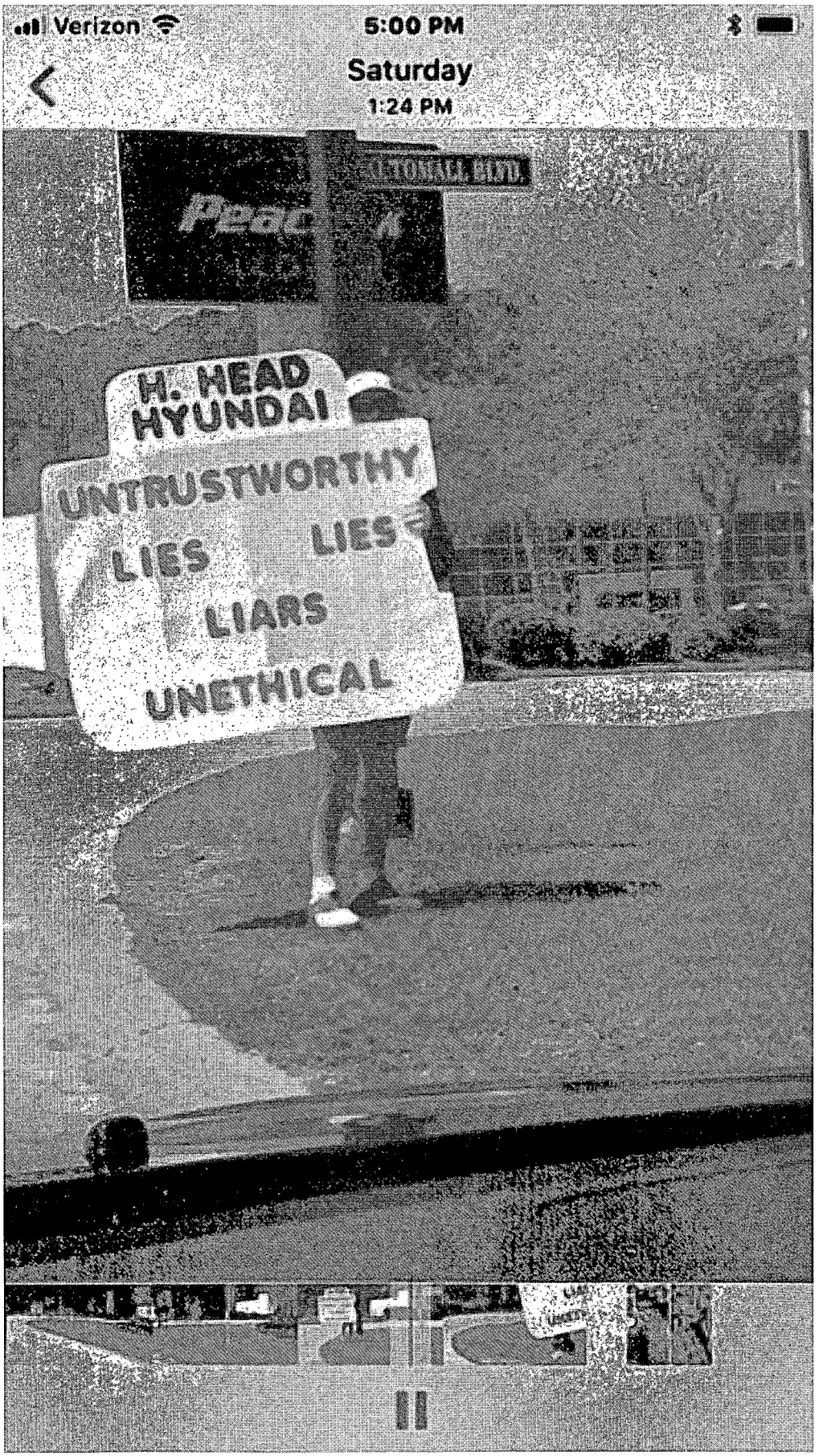


Exhibit B

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

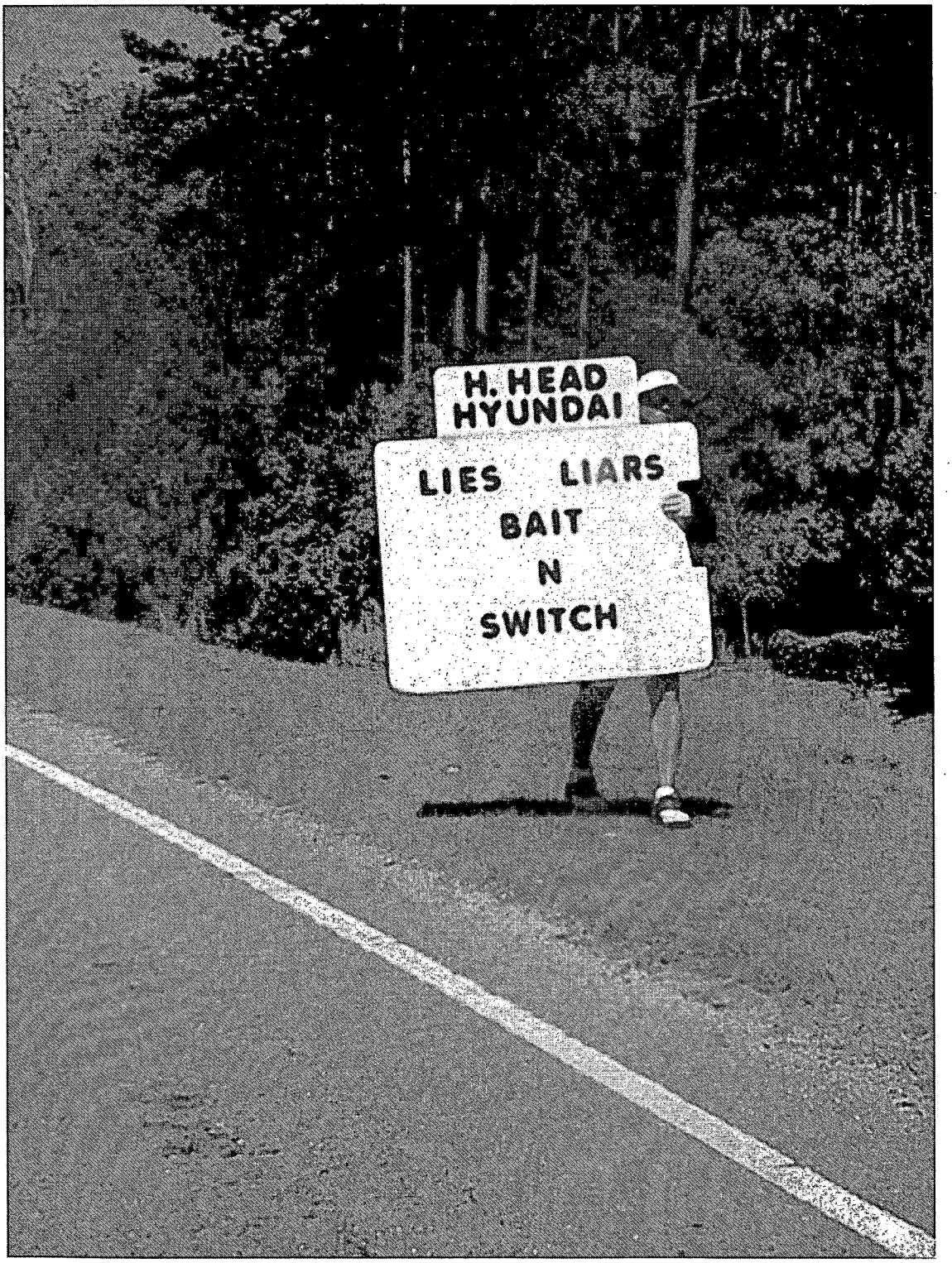


Exhibit B

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

HYUNDAI | NEW THINKING. NEW POSSIBILITIES. Technical Service Bulletin	GROUP	NUMBER
	RECALL	15-01-048
	DATE	MODEL(S)
	DECEMBER, 2015	2011-2012MY SONATA (YF)

SUBJECT: SONATA GDI ENGINE INSPECTION / REPLACEMENT (RECALL CAMPAIGN 132)

*** IMPORTANT**

***** Retail Vehicles Only *****

Dealers must perform this Recall Campaign whenever an affected vehicle is in the shop for any maintenance or repair.

When a vehicle arrives at the Service Department, access Hyundai Motor America's "Warranty Vehicle Information" screen via WEBDCS to identify open Campaigns.

Description: Certain 2011-2012 model year Sonata (YF) vehicles equipped with 2.4L and 2.0T GDI engines will require an Engine Noise Inspection to confirm its normal operation. The inspection procedure will help indicate if the engine is operating normally or if an excessive connecting rod bearing wear condition in the engine crankcase may be present. If the vehicle continues to be driven with a worn connecting rod bearing, the bearing can fail, and the vehicle could stall while in motion, increasing the risk of a crash.

Follow the procedure outlined in this bulletin to perform the Engine Inspection.

- If the inspection results in a **PASS**, follow Service Procedure **(Inspection Results = PASS)** in Page 5 of this bulletin.
- If the inspection results in a **NO PASS**, follow Service Procedure **(Inspection Results = NO PASS)** in Page 6 of this bulletin.

Applicable Vehicles:
2011-2012MY Sonata (YF) vehicles produced from HMMA with 2.4L and 2.0T GDI engines

NOTICE

The inspection process will require the use of the Tablet-based GDS Mobile system.

At this time, the "Special Inspection" function within the GDS Mobile application is only compatible with the Samsung Galaxy Note 2014 Edition 10.1 model. This function will be disabled if any other tablet model versions are detected. PC-based GDS is not supported.

GDS Mobile Information:

Update Version	Comment
Perform latest GDS Mobile update	See above Notice and use the latest GDS Mobile update

Circulate To: General Manager, Service Manager, Parts Manager, Warranty Manager, Service Advisors, Technicians, Body Shop Manager, Fleet Repair

Exhibit C

SUBJECT: SONATA GDI ENGINE INSPECTION / REPLACEMENT (RECALL CAMPAIGN 132)

SST Information:

Description	Tool Part #	Comment
Torque Wrench Socket	09314-3Q100	Refer to TSB 10-FL-019 for the detailed usage instructions
Injector Combustion Seal Ring Installer	09353-2B000	

Parts Information:

Inspection Results and Required Procedure*	Part Name	Part Number	QTY*
PASS (Inspection with Oil Level Rod Replacement)	Rod Assembly-Oil Level	26611-2G050-QQH	1
NO PASS (Inspection and YF 2.4L Engine Replacement)	YF 2.4L Engine Assembly-Sub	21101-2GK50-QQH	1 each
	YF 2.4L Service Kit	21111-2GK50-QQH	
	Service Kit 2	21111-2GK70-QQH	
NO PASS (Inspection and YF 2.0T Engine Replacement)	YF 2.0T Engine Assembly-Sub	21101-2GK60-QQH	1 each
	YF 2.0T Service Kit	21111-2GK60-QQH	
	Service Kit 2	21111-2GK70-QQH	

NOTE*: Select the appropriate campaign parts for the corresponding inspection results and the applicable vehicle engine type.

Warranty Information:

Model	Op. Code	Operation	Op Time
YF 2.4L and 2.0T	51CA21I0	Inspection with Oil Level Rod Replacement	0.6 M/H
YF 2.4L (non-Turbo)	51CA21R0	Inspection and YF 2.4L Engine Replacement	8.5 M/H
YF 2.0T (Turbo)	51CA21R1	Inspection and YF 2.0T Engine Replacement	8.8 M/H

NOTE: Submit Claim on Campaign Claim Entry Screen.

- Op Code 51CA21I0 includes material allowance reimbursement for 00232-OILCON.
- Op Codes 51CA21R0/51CA21R1 includes material allowance reimbursement for 00232-OILSYN.
- If any part(s) are found in need of replacement while performing Recall Campaign 132, please submit a separate claim using the same Repair Order used for the Recall Campaign 132.

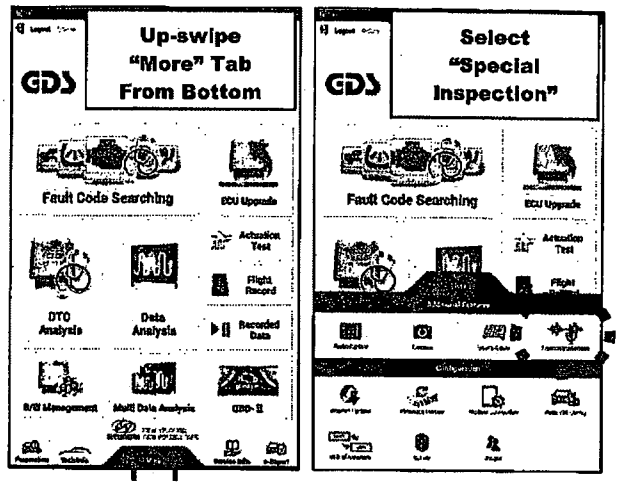
ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

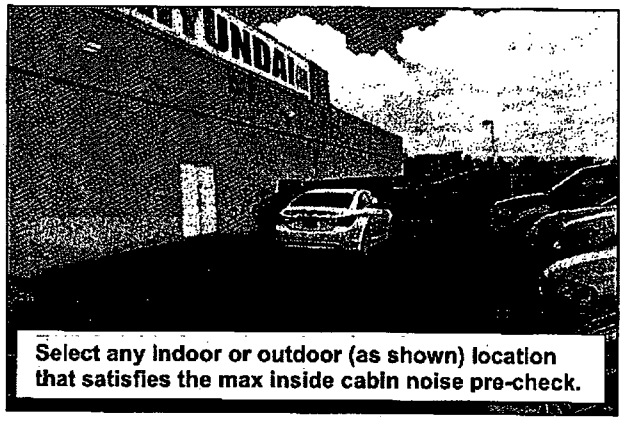
Inspection Procedure:

1. The Inspection Procedure will consist of preparing the vehicle and then performing an Engine Noise Inspection using the "**Special Inspection**" function of the GDS Mobile application.

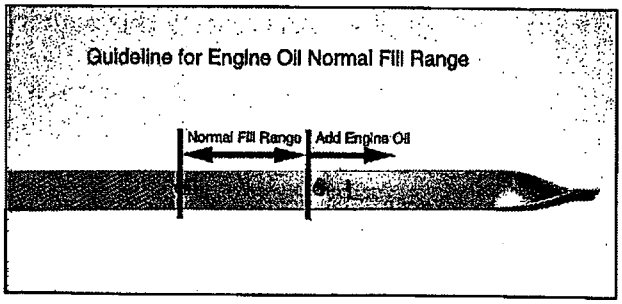
   - Obtain the latest GDS Mobile update.
   - Connect the GDS VCI to vehicle DLC.
   - Open the GDS Mobile App.
   - Swipe up the "More" tab at the bottom.
   - Select the "Special Inspection" function.



2. The Inspection Procedure must be done at a reasonably quiet location. Determine a suitable place to perform the inspection.
   - The location should have minimal background noise from shop tools, loud machinery, ventilation fans, car wash machine/spray booth, vehicle traffic, pouring rain, PA speakers, or people talking nearby.
   - Find a quiet place where cabin noise level (doors and windows closed) with the Engine OFF does not exceed 37 dB(A).



3. Prior to inspection, the engine should be in a satisfactory running condition.
   - Engine oil level should be in the normal range (shown at right).
     - Use Quaker State 5W-30 conventional type engine oil to adjust the oil level if necessary.
   - Engine idle condition should be normal and can maintain an RPM hold test.

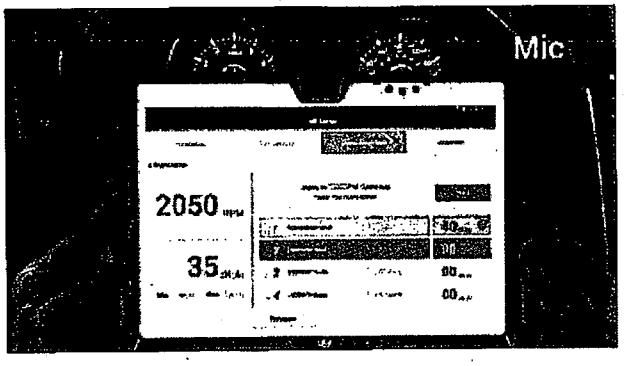


If the engine's running condition is poor, follow any related diagnosis and repair prior to performing this inspection procedure.

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

4. Prior to beginning the inspection, the vehicle must be prepared as follows:
   - Engine upper cover is intact and securely installed on top of valve cover.
   - Engine under cover is intact and installed under the engine compartment.
   - Hood is fully closed. All doors, windows, and sunroof are closed.
     - Check if the hood and all door closed position switches function properly.
   - All accessories off, including the audio system.
   - A/C must be off, with blower off, and intake set to RECIRC mode.
   - Engine coolant temperature above minimum temperature 85°C (185°F).
     - If the engine is cold, then warm the engine before testing.

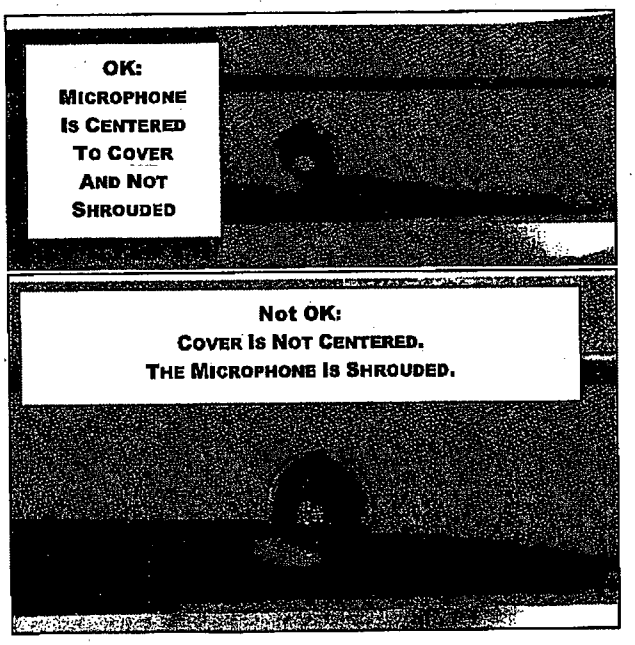
5. Position the GDS Mobile Tablet for inspection:
   - Rotate the GDS Mobile Tablet, so that the microphone (installed at the bottom of the GDS Mobile Tablet) points up towards the windshield and headliner.
   - Align the GDS Mobile Tablet so that it is centered to the steering wheel, but not touching it.



NOTICE

Inspect the GDS Mobile Tablet to verify that the microphone location is not partially shrouded by the cover due to misalignment.

If necessary, remove the cover from the GDS Mobile Tablet and then enlarge the hole with a 3mm drill to prevent the microphone from being shrouded.



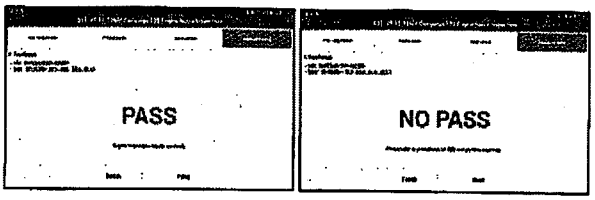
6. Follow the selection menus and on-screen prompts of the "Special Inspection" function to complete the Inspection Procedure.
   - During the 2,000 RPM Engine Noise Inspection steps, do not talk or make additional noise inside the vehicle cabin.

NOTICE

For quality assurance purposes, the audio file of the noise recordings with the results data will be sent to HMA.

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

7. After the Inspection Procedure is complete, the application will auto generate a PASS or NO PASS result information.
   - This information will be sent to HMA when the GDS Mobile Tablet is synced to the Wi-Fi network.

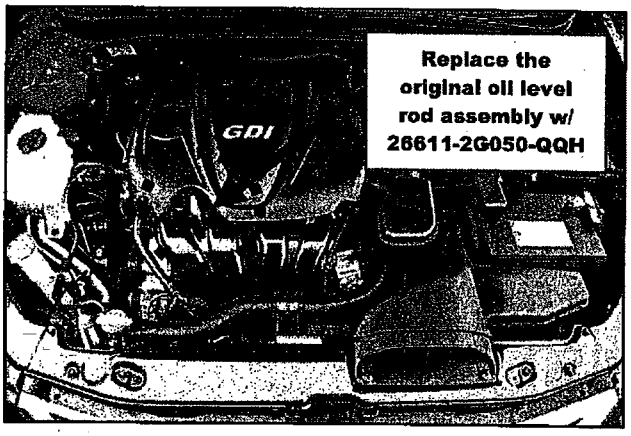


Proceed to the appropriate **Service Procedure** in the following pages that corresponds to the **Inspection Results.**

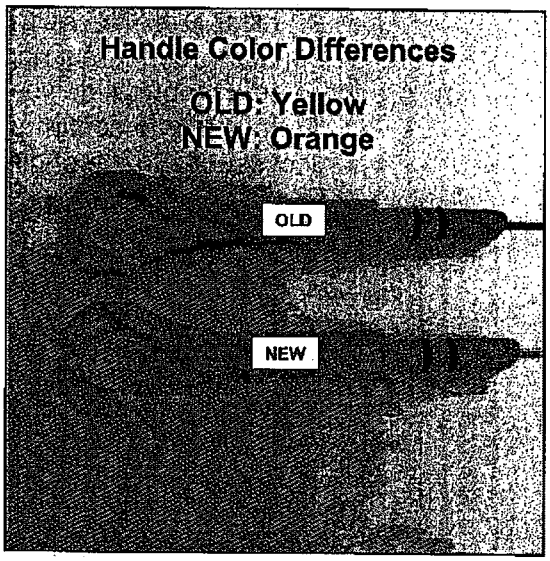
Service Procedure (Inspection Results = PASS):

1. If the inspection results in a **PASS**, then an engine replacement is not required.

   To complete the inspection process for the PASS results, the following must be done:
   - Replace the oil level rod assembly (engine oil dipstick) with the new campaign part.
   - Adjust the engine oil level to near FULL mark.



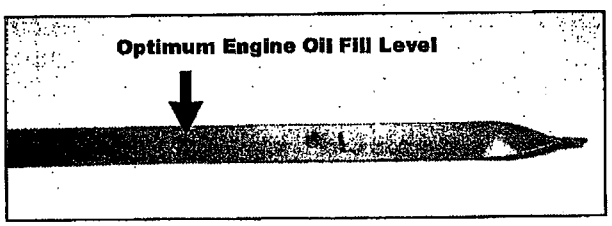




2. Replace the current Oil Level Rod Assembly with the new campaign part.
   - Remove and discard the existing Oil Level Rod Assembly.
   - Install new ORANGE handle Oil Level Rod Assembly (P/N 26611-2G050-QQH)

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

3. Adjust the engine oil level to near the "F" mark as shown in the picture.
   - Use Quaker State 5W-30 conventional type engine oil to complete this step.
   - Add 0.42 quarts or more, as required.
   - Do not overfill.



4. The Service Procedure for **Inspection Results = PASS** is now complete at this point.

Service Procedure (Inspection Results = NO PASS):

1. If the inspection results in a **NO PASS**, then some confirmation checks should be considered before determining that an engine replacement is required.

   The following verification steps should be taken to confirm the NO PASS engine condition:
   a) Is the cabin noise level still not exceeding 37 dB(A) with all doors/windows closed and engine OFF?
      - If cabin noise is louder than 37 dB(A) with the engine OFF, then relocate to a quieter ambient area.

   b) Is there any abnormal noise which does not always follow engine RPM and is intermittent?
      - If so, then check for the source of the noise from other components such as the exhaust system, engine mounting points, items from the vehicle interior, lines and harnesses. Adjust or correct as necessary.
      - For 11MY YF 2.4L vehicles built before September 1, 2010, check for fuel delivery tube vibration noise by referring to **TSB 10-BD-007** (ENGINE COMPARTMENT RATTLE DURING ACCELERATION - FUEL TUBE HOLDER). Perform TSB Service Procedure if necessary.

   c) Are there any abnormal noises that may be from engine driven accessories?
      - If necessary to confirm, remove the serpentine belt to isolate all belt driven accessories to the engine assembly. Limit engine run time during any inspection. Correct as necessary.

NOTICE

Perform the Inspection Procedure again to confirm if a PASS result can be achieved after any noise contributing issues found during the verification steps have been corrected.
- **If re-inspection results in a PASS:**
  - **Perform Service Procedure (Inspection Results = PASS) on Page 5.**
- **If re-inspection still results in a NO PASS:**
  - **Proceed to following steps below to replace the engine.**

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - MER - COMMON PLEAS - CASE#2017CP2700386

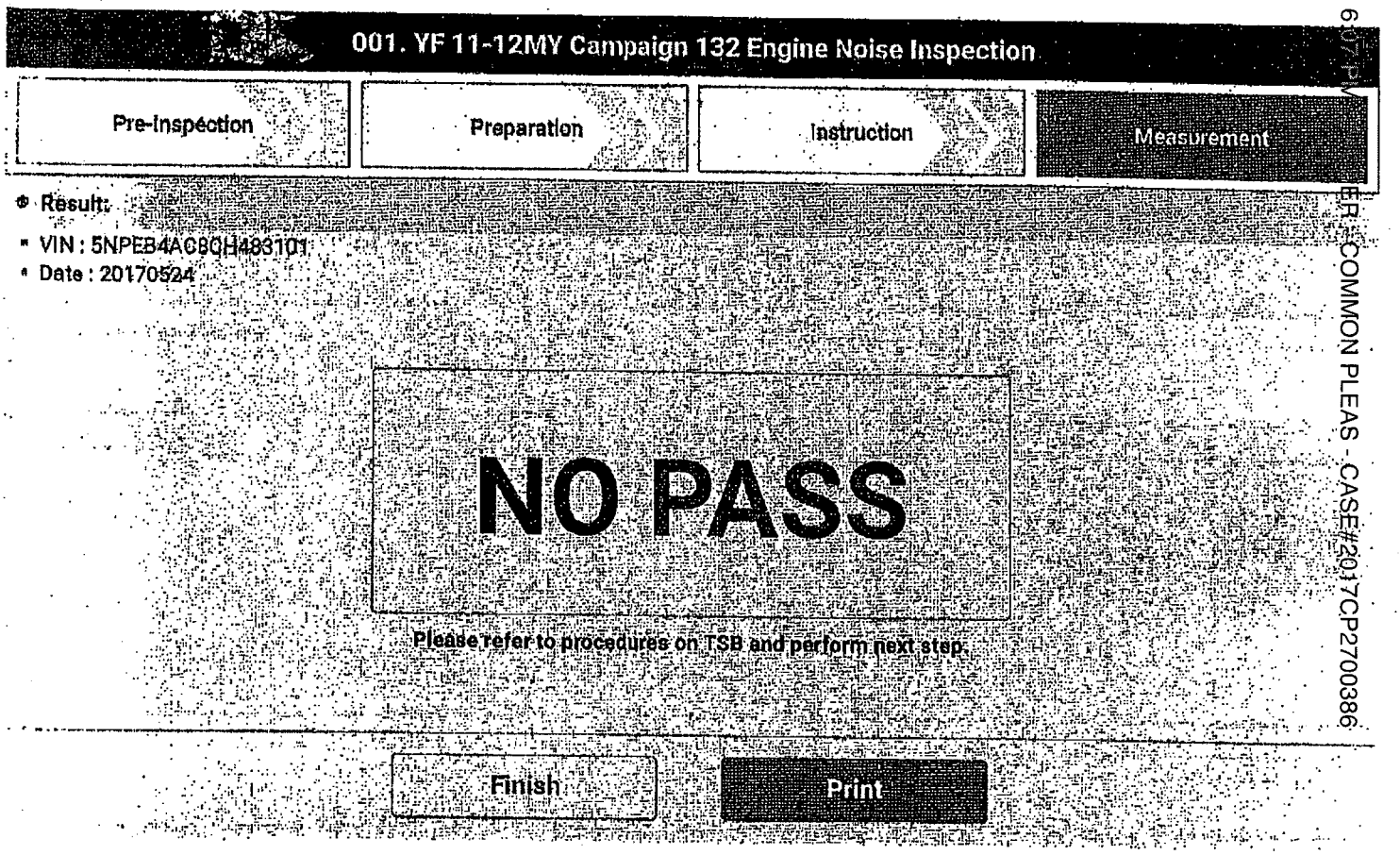
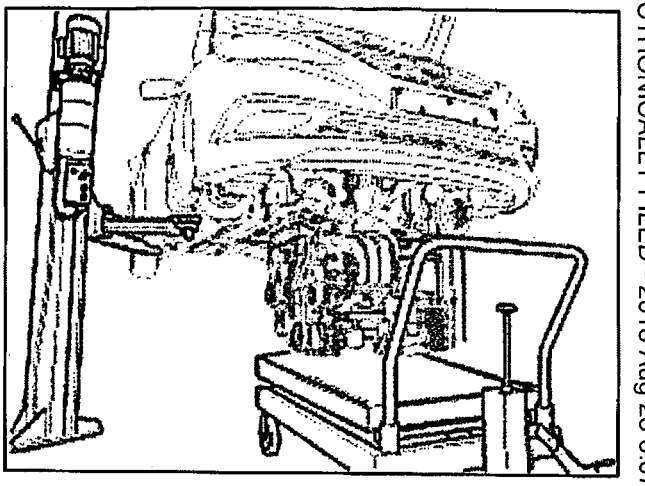


Exhibit D

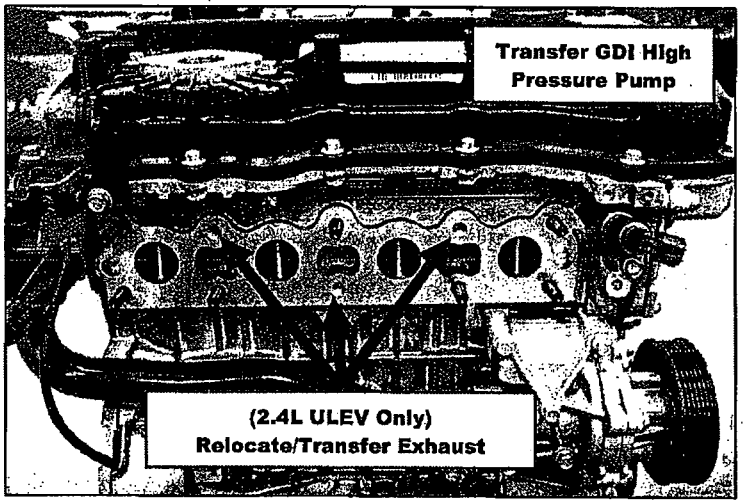
ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

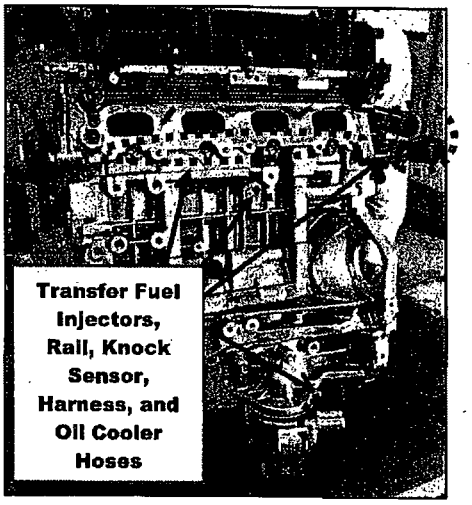
2. Follow the published Service Information from the applicable **Shop Manual** to remove the Sub Engine Assembly from the vehicle.

Shop Manual Section Location:
Engine Mechanical >
Engine And Transaxle Assembly >
Engine And Transaxle Assembly >
Repair Procedures



3. The shipped contents of the service replacement "QQH" Sub Engine Assemblies differ from traditional service replacement engines and must be specially prepared prior to installation.





NOTICE

Some components from the existing engine must be transferred to the new engine. Install all of the newly supplied contents of the applicable Service Kits.

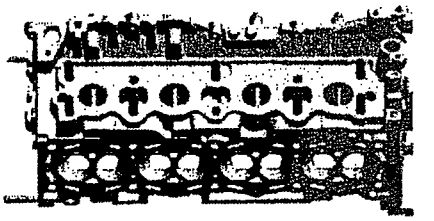
ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

4. **(YF 2.4L with ULEV / FED emissions only)**
All 21101-2GK50-QQH engines are produced with the exhaust manifold studs configured for SULEV / CAL emissions package.

YF 2.4L vehicles with ULEV / FED emissions package require 2 exhaust studs to be relocated on the new engine and 1 exhaust stud transferred over from the old engine.

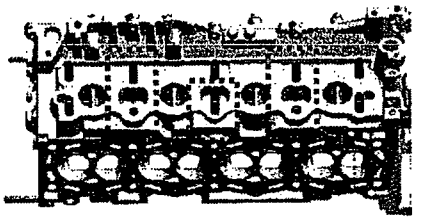
- Use a commercially available stud removal tool or use the double-nut technique to complete this step.

SULEV / CAL Spec



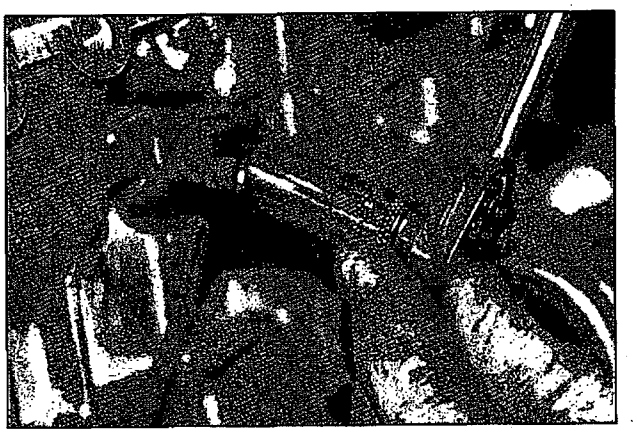
Exhaust Stud Position Relocation Information

ULEV / FED Spec



5. Remove and reinstall the engine Knock Sensor from the existing engine to the new engine.

(Knock Sensor Fastener)
Tightening torque: 21Nm (15.5lb-ft)



6. Follow the published procedure outlined in **TSB 10-FL-019** to remove and reinstall the following GDI high pressure fuel system components from the existing engine to the new engine:
- GDI High Pressure Pump
- Fuel Injectors (4)
- Fuel Delivery (Rail) Pipe

The corresponding Service Kit 2 will supply the required new parts per TSB 10-FL-019 to complete the transfer of the above existing parts.

⚠ CAUTION

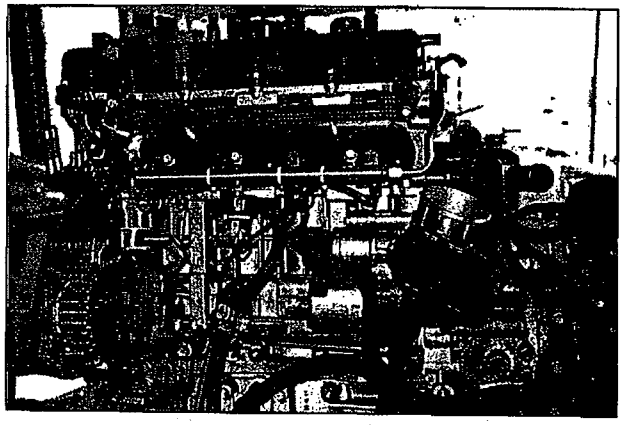
Follow TSB 10-FL-019 carefully and replace the following newly supplied parts from the Service Kit 2:
- **Mounting flange O-ring (for High Pressure Pump)**
- **O-rings, Backup Rings, Washer Seals, Combustion Seal Rings, and clips (for Fuel Injectors)**
- **Fuel Pipe (between High Pressure Pump and Delivery Pipe)**

In addition, Service Kit 2 includes (1) Exhaust Pipe Gasket. Install this new gasket when attaching the front and center muffler assemblies together during the engine installation.

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

7. Reconnect and reinstall the engine front harness as shown.

   - Be sure to properly route the opposite end of the harness end down towards the front of the engine.

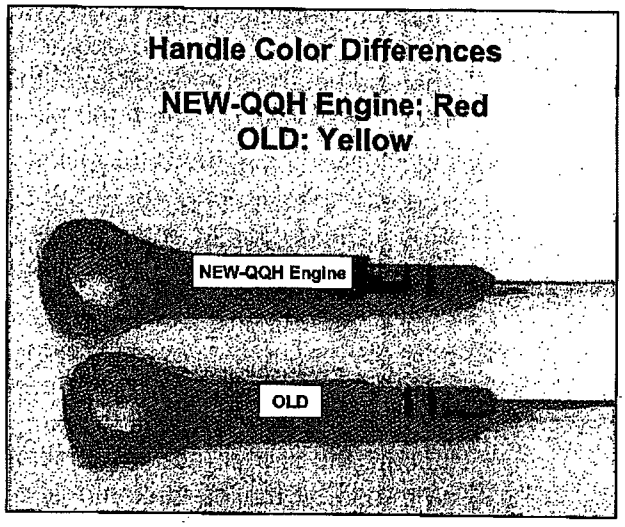


8. Install newly supplied Oil Level Guide and Oil Level Rod Assemblies to the new engine.

   - Be sure to install the NEW Oil Level Guide (Dipstick Tube) to the NEW engine.
   - Install the NEW Oil Level Rod Assembly (Dipstick) to the NEW engine.

NOTICE

Engine is shipped without oil, so the engine oil must be added at a later step.



9. Follow the published Service Information from the applicable **Shop Manual** to reinstall the Sub Engine Assembly from the vehicle.

Shop Manual Section Location:
Engine Mechanical >
Engine And Transaxle Assembly >
Engine And Transaxle Assembly >
Repair Procedures

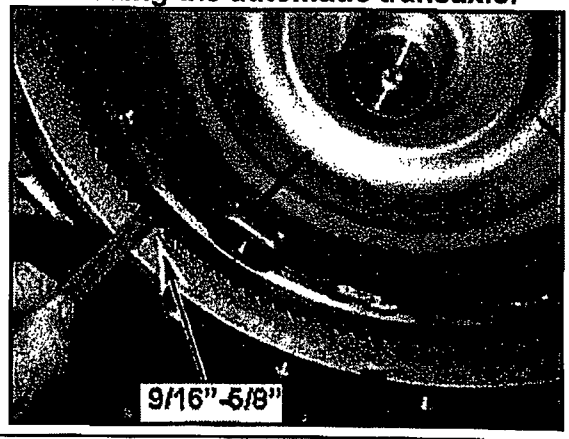
NOTICE

Be sure to replace the following newly supplied parts from the applicable engine Service Kit:

- **Oil Level Rod & Oil Level Guide Assy.**
- **Intake Manifold Gaskets (4)**
- **Exhaust Manifold Gasket**
- **Fuel Tube Assembly**
- **(2.0T Only) Turbo Oil Feed Hose & Pipe**
- **(2.0T Only) Turbo Oil Drain Gasket (2)**
- **(2.0T Only) Oil Drain Gasket**
- **(2.0T Only) Gasket (2)**

NOTICE

If the torque converter has moved from the fully inserted position, carefully push inward and rotate the torque converter until the converter is recessed approximately 9/16 - 5/8" (14 -16 mm) into the transaxle case when reinstalling the automatic transaxle.

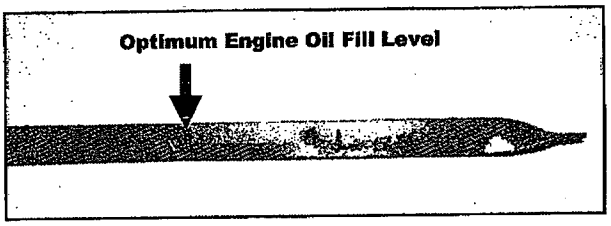


ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

10. Connect the (2) oil coolant hoses between the oil cooler and the water temperature control assembly.
    - Fill the cooling system with 50/50 ~ 70/30 (Water/Anti-Freeze) coolant mixture.

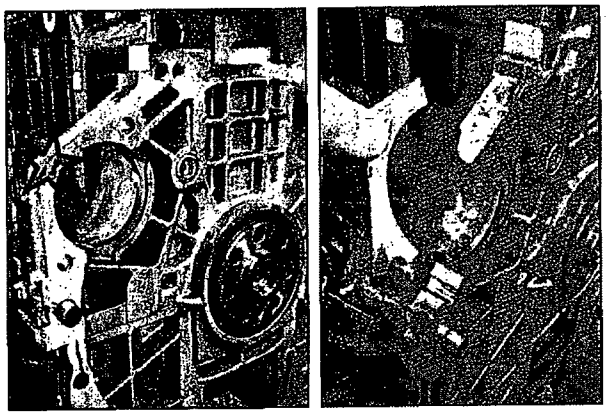
11. Use Quaker State 5W-30 **full synthetic** type engine oil to fill the engine crankcase.
    - Add 5.75 quarts for the initial dry fill of the engine.
    - With the fuel system disabled temporarily, crank the engine for several seconds to prime the lubrication system prior to starting the engine.

12. Start the engine to warm up the engine and begin the cooling system air bleed process.
    - During this time, check for any leaks.
    - After the engine has warmed up to normal operating temperature, wait a few minutes after turning the engine OFF, then adjust the engine oil level to near the "F" mark as shown in the picture.



13. When all fluids have been fully filled and all work quality checks are complete:
    - Relearn the Steering Angle Sensor using the GDS.
    - Reset the engine adaptive values using the GDS.
    - Perform a short road test to relearn the initial adaptive values.
    - Verify normal vehicle drivability.

14. Prior to discarding the removed engine, disable the short block casting to prevent reuse by performing the following:
    - Locate the starter motor mounting tab.
    - With a large mallet, strike firmly at the center of the tab (as shown in **RED**) to break off the mounting tab.



⚠ CAUTION

Always wear eye protection and perform this step in an open area with ample free space.

15. The Service Procedure for Inspection Results = **NO PASS** is now complete at this point.

Hilton Head HYUNDAI

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - BEAUFORT - COMMON PLEAS - CASE#: 2700388

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ., OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

SALESPERSON NO.

S E R V I C E

STATE REG# 1

METHOD OF PAYMENT: ☐ CASH ☐ CHECK ☐ M.C. ☐ VISA ☐ AMX

BASIS FOR CHARGE: ☐ FLAT RATE ☐ HRLY RATE ☐ BOTH

RETAIN PARTS: ☐ YES ☐ NO

APPOINTMENT: ☒ Yes ☐ No

VEHICLE I.D. NO.	YEAR/MAKE/MODEL	PRODUCTION DATE	STOCK NO.	LICENSE NO.	R. O. NO.
5NPEB4AC8CH483101	12/HYUNDAI/SONATA/4DR SDN 2.4L LTD				723102

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328
florida experiment @ richmond.com

CUSTOMER NO.	SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO.	R. O. DATE
258538					05/24/17

COLOR	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	TAG NO.
				02

TURBO	M/MC	AIR COND.	P.S.	TRANS	MILEAGE	ADVISOR NO.	ADVISOR
N	HYZZ	Y	Y	A	84,944	4454	CODY JOHNSON

RESIDENCE PHONE: 706 268 3959 | BUSINESS PHONE:

TIME RECEIVED: 09:03am | DATE/TIME PROMISED: 05/24/17 07:00pm | PRIORITY: 3

LABOR RATE:

678 855 2975

I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle. **Customer hereby acknowledges that he/she has thoroughly read this Repair Order, understands and agrees with its terms, including the fact this agreement is subject to binding arbitration. Customer has received a completely filled in copy of this order and agreement.**

X

JOB

ORIGINAL CUSTOMER ESTIMATE: TOTAL 2641

X

1 + W 99HYZ03 **HYUNDAI CAMPAIGN**
132 Y ENGINE INSPECTION/REPLACE-TSB#15-01-048
TECHNICIAN PERFORM CAMPAIGN PER SPECS

2 + W 99HYZ04 **HYUNDAI CAMPAIGN**
935 50CA03R0 - SONATA ECM UPDATE-DTC P0087 (15-01-010)
TECHNICIAN PERFORM CAMPAIGN PER SPECS

3 + W 99HYZ05 **HYUNDAI CAMPAIGN**
123 Y 41CA06R0 - SHIFT LEVER CABLE (TSB#14-01-033)
TECHNICIAN PERFORM CAMPAIGN PER SPECS

4 + W 99HYZ **RECALL**
160 Y ANCHOR PRETENSIONER INSP (TSB#17-01-025)
TECHNICIAN PERFORM CAMPAIGN PER SPECS

01073723102

SHOP SUPPLIES FEE

* A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

SERVICE GUARANTEE

ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

STORAGE CHARGES:

No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $45.00.

CANCELLATION OF REPAIRS:

In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waivers reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

REPAIRS PROPERLY COMPLETED & CHECKED BY:

AUTHORIZED REPRESENTATIVE

The Reynolds and Reynolds Company ERAINTWO2E CC650245 Q (06/16)

SF687735 Q (07/16)

Exhibit E
723102

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

IN THE STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF JASPER	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai, Plaintiff, v. Greg S. Hackney, Defendant.	**C. A. No. 2017-CP-27-00386** **PLAINTIFF'S FIRST REQUESTS TO ADMIT TO DEFENDANT**

TO: DEFENDANT, GREG S. HACKNEY

Plaintiff, First Team Hyundai, LLC dba Hilton Head Hyundai, by and through its undersigned counsel, hereby serves the following First Requests for Admissions in accordance with Rule 36 of the South Carolina Rules of Civil Procedure. You are required to serve a response to each of these Requests, separately and fully in writing under oath within thirty (30) days from the date of service hereof, in the manner and within the time constraints set forth in the Rules and serve a copy of the responses upon the undersigned by sending it to the offices of Bradford Neal Martin & Associates, PA, Post Office Box 10410, Greenville, South Carolina 29603. **Failure to respond within the time set forth under the South Carolina Rules of Civil Procedure will be deemed an admission.**

DEFINITIONS AND INSTRUCTIONS

A. The words **You, Your, Yours,** and **Defendant** shall refer to the Defendant, Greg S. Hackney, and his attorney or counsel, any person who has acted on his behalf and any person or entity over whom he has control or influence.

B. The words **Plaintiff, Us,** and **Hilton Head Hyundai** shall refer to the Plaintiff First Team Hyundai, LLC dba Hilton Head Hyundai.

Exhibit G

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

C. The word **Complaint** shall mean the complaint filed by the Plaintiff in the above-captioned action.

D. The word **Person** or **Persons** shall mean natural persons, corporations, entities, agencies, subordinates, affiliates, organizations, groups, associations, and all partnerships and other business entities, including but not limited to companies, limited liability companies, corporations, joint ventures, proprietorships, agencies, boards, and commissions, and the acts and knowledge of a person shall include the acts and knowledge of that person's directors, officers, members, employees, representatives, agents, and attorneys.

E. The word **Document** shall include the meaning and scope as the words **documents** and **tangible things** appearing in the South Carolina Rules of Civil Procedure, specifically Rule 34, and shall also include any tangible thing and any information and repository of information of any kind (irrespective of whether the information is stored in an electronic, magnetic or other format) and shall further include, without limiting the above, the original and every non-identical copy (whether different from the original because of handwritten notes or underlining or check marks on the copy or otherwise) of every paper or other record, regardless of origin or location, whether sent or received or made or used internally, in whatever form, in the possession, custody or control of **Defendant** or prepared by or for **Defendant**, including without limitation, printed, typed or handwritten materials, letters, correspondence, memoranda, minutes of meetings, bulletins, computer hard drives, reports, specifications, telegrams, notes, notebooks, scrapbooks, plats, sketches, confirmation sheets, fax cover sheets, brochures, business cards, paychecks, checks, letters of credit, engagement letters, contracts, agreements, letters of understanding, information from computer screens (reduced to writing), diaries, calendars, worksheets, message pads, memorandum, summaries, transcripts, contracts, exhibits to contracts, records, purchase orders, invoices, lists, inventories, interoffice communications, delivery receipts, warranties, advertisements, fliers, promotional literature, computer sheets, cards, medical records, health care provider records, physicians notes, mental health counseling, programs or printouts, drawings, graphs, tables, charts, photographs or sound recordings, tape or other electronic or electromagnetic records and instructions, and shall include drafts or non-final versions of the foregoing, and any and all other tangible things related in any fashion to the litigation.

F. **And** as well as **Or** shall mean **and/or** and should be construed either conjunctively or disjunctively so as to bring within the scope of these Interrogatories any information which would otherwise be construed to be outside their scope.

G. **Communication** shall mean any gesture or contact, oral or written, formal or informal, at any time or place, under any circumstances, in any manner, whereby a statement or information of any nature is transmitted, disclosed, exchanged or transferred, and shall include, without limitation, any documents containing, constituting, reflecting, memorializing, referring or relating to any such contact and information transmission.

H. As used herein, **Identify** shall mean:

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

(1) in reference to any person, to state the full name and present address of that person, and, in the case of natural persons, his or her present or last known business position as well as his or her business position at the time in question;

(2) in reference to any document, to state its date, date of receipt, present location and nature (e.g., letter, memorandum, etc.) and any identifying label, marking, number, name or title; to state its author(s), recipient(s), and present custodian; and to describe its contents briefly;

(3) in reference to any communication, to state the date and location of the communication, to identify the person making it, the persons to whom it was addressed, and all other persons present when the communication was made; and to describe briefly the content of the communication; and

(4) in reference to any act or instance, to state the nature of the act or instance, to state the date on which it occurred and where it took place, and to identify the person or persons involved.

I. As used herein, **state with specificity** means to provide a detailed narrative description of the facts which support a contention and, in so doing, to identify each person, document, oral communication, act or instance as explained in H above.

J. If a document is responsive to a request for identification and is in **Your** control, but is not in **Your** possession or custody, identify the document and the person with possession or custody.

K. If any document which is responsive to a request for identification was, but is no longer, in **Your** possession or subject to **Your** control or is no longer in existence, in addition to the information required in the instructions above, state whether it is:

(1) missing or lost;

(2) destroyed;

(3) transferred to control or possession of another person; or

(4) otherwise disposed of, and in any such instance Identify the surrounding circumstances of each disposition, including the identity of the person(s) who authorized and/or effected the destruction, transfer or disposition of the document(s), the approximate date of disposition, and, if known, also state the present location and custodian of such document(s).

L. If any information is requested on a calendar year basis and **Your** fiscal year differs from a calendar year basis, it will be acceptable to so state, identify the fiscal year used, and supply the requested information on a fiscal year basis if such information is more readily available in that form.

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

M. If a claim or privilege is asserted as to any **Document, Communication,** or other information for which any identification is required by these Interrogatories, please identify such **Document, Communication,** or information and those persons with knowledge regarding any facts contained in or the substance of said **Document, Communication,** or information so as to allow us to bring the matter before the Court. **Communication** shall be deemed to be adequately described for this purpose if the following information is provided:

(1) the nature of the privilege claimed (privilege as used herein shall include work product);

(2) the identity and position of the person(s) supplying the information on which the communication is based;

(3) in the case of written communications, the approximate date the document was prepared, its title, the type of document (e.g., letter, memo, etc.), addresses, and the name and position of each person, other than attorneys representing the Plaintiff in connection with this lawsuit, to whom the contents of the document have been communicated by copy, exhibition, reading or substantial summarization;

(4) in the case of oral communications, the location and approximate date of each such communication, the identity of each person who was a party to the communication, and the identity of each person, other than attorneys representing the Plaintiff in connection with this lawsuit, to whom the content or substance of the communication, or any part thereof, has been communicated; and

(5) a brief description or summary of the contents or substance of the communication sufficient to explain the basis for the claim of privilege.

N. If the **Defendant** lacks full knowledge required to respond to an Interrogatory, please supply such information (including estimates) as the **Defendant** does have. Indicate by an asterisk when the response is based on an estimate.

O. If in responding to any of these Interrogatories, the meaning of an Interrogatory is not clear on its face, and **You** encounter any ambiguity in construing either the Interrogatory or a definition or instruction relevant to the inquiry contained within the Interrogatory, then **You** shall make **Your** best efforts to interpret the Interrogatory within the context of this litigation and shall **Identify** the matter deemed ambiguous and **Identify** the construction or interpretation chosen or used in responding to the Interrogatory.

P. Whenever an Interrogatory requests the factual basis (i.e. requests a party to **state each fact**) for an allegation in the Pleadings and **You** are unable to state the factual basis, **You** shall **Identify** the assumption(s), if any, on which it relied in making the allegation and **Identify** the assumption(s) as such.

Q. Whenever an Interrogatory is stated in the singular tense, it shall be construed to

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

be plural so as to bring within the scope of these Interrogatories any information which would otherwise be construed to be outside their scope. Similarly, plural Interrogatories shall be construed as singular if such a construction would bring additional information within the scope of the Interrogatory.

R. Whenever a **Document** request is framed in the conjunctive, it shall also be taken in the disjunctive, and vice-versa.

S. The use of the masculine form of a pronoun shall be considered to include within its meaning the feminine form of the pronoun so used, and vice-versa. Additionally, the masculine form of a pronoun shall also be considered to include within its meaning the neuter form of the pronoun so used, and vice-versa.

T. Herein, the use of any tense of verb shall be considered to include also within its meaning all other tenses of the verb so used.

U. Herein, the use of the word **any** or **each** shall include within its meaning the word **all** and vice-versa and the work **any** shall also include within its meaning the word **each.**

REQUESTS TO ADMIT

1. Admit that the rental car was billed to **Hilton Hyundai** for the period of time that the engine was being replaced.

2. Admit that **You** did not return the rental car until August 26, 2017.

3. Admit that on September 25, 2017 **You** threatened to kill John Lyons and threatened to hurt him.

4. Admit that the Telechek machine at **Hilton Head Hyundai** was unable to read **Your** check on August 25, 2017.

5. Admit that prior to the May 23, 2017 accident **Your** car had damage to the hood, right fender, front bumper cover, a cracked grille, and a scratch on the right front door panel.

6. Admit that GEICO has the sole and final authority to authorize payment for repairs under **Your** insurance policy.

Exhibit G

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

7. Admit that **You** were provided a quote by **Hilton Head Hyundai** on or about June 23, 2017 which recommended repairs to the Left Front CV axle, Right Front CV Axle, Radiator Core Support, Muffler Assembly, Tire, Left Front Wheel Liner, Front bumper fascia, Alignment, and to paint the front bumper.

8. Admit that **You** were instructed to provide the quote to GEICO for their approval.

9. Admit that GEICO performed an inspection of **Your** vehicle and authorized repairs on June 28, 2017 to the left axle assembly, right axe assembly, radiator support, front muffler pipe, right front wheel, right fender liner, one wheel and alignment.

10. Admit that **Hilton Head Hyundai** replaced the right front wheel and tire, the right and left front CV axles, right front wheel liner, radiator support, muffler assembly, and performed a wheel alignment.

11. Admit that **You** did a walk around inspection of the Sonata with Mickey Harvester and signed the repair bill accepting the work performed by **Hilton Head Hyundai.**

12. Admit that the Sonata was taken to the NRAM Collision Center for further repairs after the repairs listed in number 11 were completed.

13. Admit that the NRAM Collision Center noted on July 21, 2017 that the Sonata needed an overhaul of the bumper assembly, replacement of the bumper cover, and replacement of the radiator support under cover (which parts cost of $208.25).

14. Admit that GEICO inspected **Your** vehicle on or after the date that the NRAM Collision Center made its inspection and authorized a replacement of the bumper cover and A/M CAPA front shield (at a cost of $65).

15. Admit that NRAM Collision Center replaced the front bumper and undercar shield (at a cost of $65) as authorized by GEICO.

Exhibit G

16. Admit that the "under cover" that GEICO authorizes in its September 6, 2017 Supplement is the same $208.25 part that NRAM Collision Center noted on July 21st but GEICO did not authorize in its July 27th Supplement.

17. Admit that the Sonata remained at either the NRAM Collision Center or **Hilton Head Hyundai** for approximately one month after the repairs were completed until **You** came to pick up the car.

Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
(864) 552-9990
(864) 552-9992 facsimile

ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC DBA HILTON HEAD HYUNDAI

May 14, 2018

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

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

First Team Hyundai, LLC dba Hilton Head Hyundai,

Plaintiff,

v.

Greg S. Hackney,

Defendant.

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

CERTIFICATE OF SERVICE

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

DOCUMENTS:

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

COUNSEL/PARTY SERVED:

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

May 14, 2018

Renique Robinson

Exhibit G

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

NRAM

NRAM COLLISION CENTER

1667 N Okatie Hwy, RIDGELAND, SC 29936
Phone: (843) 645-5500
FAX: (843) 645-6311

Workfile ID: 800a798d
Federal ID: 90-1013014

Preliminary Estimate

Customer: HACKNEY, GREG

Written By: Leslie Jarrell

Insured: HACKNEY, GREG
Type of Loss: Other
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
HACKNEY, GREG
30 OLD VERMONT PLACE
SANDY SPRINGS, GA 30328
(678) 855-2975 Cell

Inspection Location:
NRAM COLLISION CENTER
1667 N Okatie Hwy
RIDGELAND, SC 29936
Repair Facility
(843) 645-5500 Business

Insurance Company:
Self Pay | Geico

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN: 5NPEB4AC8CH483101
License: RAK9904
State: GA

Interior Color:
Exterior Color: SILVER
Production Date: 2/2012

Mileage In: 84,950
Mileage Out:
Condition: Fair

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
SEATS
Cloth Seats
Bucket Seats
WHEELS
Wheel Covers
PAINT
Clear Coat Paint
OTHER
Traction Control
Stability Control
Power Trunk/Gate Release

Exhibit H

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

Customer: HACKNEY, GREG

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 7/17/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Exhibit H

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

Customer: HACKNEY, GREG

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Customer: HACKNEY, GREG

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	Keystone-Insurance-A-North Charleston 4550 RIVERS AVENUE NORTH CHARLESTON SC 29405 (800) 821-6701 (843) 552-4303	#HY1000183PP A/M CAPA Bumper cover	$ 251.00

Exhibit H

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

In the Court of Common Pleas for the

State of South Carolina, County of Jasper

Case No.: 2017CP270386

First Team Hyundai, LLC d/b/a
Hilton Head Hyundai
Plaintiff(s),

vs.

Greg S. Hackney,
Defendant(s).

Transcript of Record

October 24, 2017

Ridgeland, South Carolina

BEFORE:

The Honorable Carmen Mullen

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

and foremost, he was concerned that the engine repair was not done properly, or he did not have any sort of proof that it was a new engine that we installed. So I told him I would get a document, I would get the serial numbers of the engine, serial numbers of the engine that was sent to us from Hyundai, the shipping -- oh, what is it called -- the shipping manifest for the engine, and then I would notarize it and sign it and say that's what it is. And then you can go and have it checked wherever you want.

And we were going through the conversation, and I thought it was going okay. I apologized for any behaviors that he saw as unprofessional. And then at the end of it, I said, "Okay. So I'll get these documents together for you." And he says, "Well," he says, "now, the last thing I need is," you know, "I want to give you a little gut punch. You're going to know that who I am and where I'm from. And I want you to go to your attorneys and tell your attorneys, they'll know the number, and ask your attorneys what the number is to write me a check. Then I'll go away."

And he said I would -- "I prayed to God about this, so I just want to receive 25 percent of that check you write to me, and then 75 percent of the check you can give to the Lakewood Baptist Church of Houston."

Q And when you didn't pay that check, what happened

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

MR. HACKNEY: No. I'm waiting to go back to Atlanta to get it done.

THE COURT: Okay. And is the reason why your car was here at this Hyundai is because you hit a pothole somewhere in this area? Is that what happened?

MR. HACKNEY: Yes, ma'am. Yes, ma'am.

THE COURT: And your car wasn't drivable afterwards?

MR. HACKNEY: Yes, ma'am.

THE COURT: Okay.

MR. HACKNEY: Well, I drove it in there to them. And the -- it goes to -- my second -- we move on.

Second point is the recall. When I went there, they said there was a recall and -- on an engine, which I wasn't aware of. And, again, I was frustrated, but my point is that I was told I couldn't leave, that I had to have the work done here. And so I left it here. They gave me a Hertz rental car, but I found out later from the Hertz in Atlanta that I could have driven it home. And, of course, John said that it was -- I could have signed a waiver. I was never presented one, and that really frustrated me because I would have rather done this in Atlanta. I'm not from here.

And I was told that the engine was going to blow up and it is so dangerous that I had to leave the car

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

And we can go to the third -- other point which frustrated me right after that is, John, that you mentioned Hertz.

Do you own that Hertz franchise?

THE WITNESS: No.

MR. HACKNEY: No. And so I said, here's my sister, pay the check, I'm done with that contract. That's in the documentation.

I'm not from here, I'm in a pair of shorts and a T-shirt saying -- I came up here to get my car. They would not return my car. My debt with Hilton Hyundai was cured.

And I -- and Jessica said "No. We want the Hertz rental car." And I'm like, ma'am, that's currently under my name, exclusively separate contract, it's not enforced, so we have no jurisdiction. They -- ten minutes, they wouldn't give me my car. So I did call 911. That infuriated me. And I felt like I was held hostage and then it was all the other stuff. It's like now, you won't give me my car. I just want to get back to Atlanta. And they wouldn't. And that's two separate contracts, and that's for finding your documentation, and I had to call the police, who didn't agree with that either. He said that there was a $441 balance. And I said, yes, sir, that's true. That's a

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

civil issue, and plus, my policy is 50 days, we're on day 37. But my GEICO guy was on FMLA and we'll settle it up. But I'm paid up, here's a receipt.

He forced me to drop the keys. And the reason that I wanted to return it myself is because the previous day, the Hertz in the dealership was calling and saying we're going to report it stolen.

I was like, sir, why are you going to report it stolen? I said, my car is there. I said, I will pay tomorrow and drop it off. So I wanted to take it to the Savannah airport and turn it in and make sure I had the proper documentation, that it wasn't reported stolen because it was -- because that guy kept calling me that's in the dealer -- on their property. And so I even explained that to them. I said, No, I'm going to take it back -- I think it was a $100 cab ride back, I bought a plane ticket, I wanted to make sure I had the documentation, but they were closed. And I didn't trust Hyundai because my frustration -- and when I paid them, I said, "No, this is my car, it's under my name." And they wouldn't give me the car back.

And I called the police and explained to him, and he came out and said, oh, there's a debt. I said, sir, can you put in writing that I refused this? Can you put in writing that it's not reported stolen? And the

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

water in there. They -- I've had two signs -- two signs stolen. One sign in front of the dealership, when one of their car salesmen ran back into the dealership, and that's the day I got a no trespassing sign.

THE COURT: Notice. Notice. No trespassing notice. You got a notice not to trespass on their property.

MR. HACKNEY: I have met with Sheriff Malphrus and every day, ma'am, everyday, I go out and I arrive -- I tell them what time I'm out there, when do I cross the roads, when I leave. I go to Sheriff Malphrus' office and put that in there so there's no problems. Because the first two days they were coming out. I go back and forth, back and forth.

Now, the sign did say "fraud, fraud, lies." As I was writing a response, it really changed to the unprofessional, unethical. And it all goes down to is on September 20th, you know, they followed me around all the time in the dealership. They followed me into the Wal-Mart, and they followed me other places. And I finally got it on video. They follow -- they're scurrying, they followed me over to Wal-Mart, goes back and forth all the time and then -- and stood there and they stare me down, trying to intimidate me. And I

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

GEICO

GEICO COMMERCIAL CLAIMS 03
03
SUPPLEMENTS @ htts://partners.geico.com
One Geico Center
Macon, GA 31296
Phone: (843) 812-2580
Fax: (855) 263-7517

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 with Summary

Written By: WILLIAM ABELE, License Number: 372421, 7/27/2017 12:26:30 PM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):
Greg Hackney
30 Old Vermont Pl
Atlanta, GA 30328
(678) 855-2975 Evening

Inspection Location:
Hilton Head Hyundai
Hilton Head Hyundai
51 Auto Mall Blvd,
Hardeeville, SC 29927
Other
(843) 208-1234 Day

Appraiser Information:
wabele@geico.com
(843) 812-2580

Repair Facility:
(843) 208-1234 Business

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4ACBCH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION	Console/Storage	FM Radio	Communications System
Automatic Transmission	**CONVENIENCE**	Stereo	Hands Free Device
Overdrive	Air Conditioning	Search/Seek	**SEATS**
POWER	Intermittent Wipers	CD Player	Cloth Seats
Power Steering	Tilt Wheel	Auxiliary Audio Connection	Bucket Seats
Power Brakes	Cruise Control	Satellite Radio	**WHEELS**
Power Windows	Rear Defogger	**SAFETY**	Wheel Covers
Power Locks	Keyless Entry	Drivers Side Air Bag	**PAINT**
Power Mirrors	Alarm	Passenger Air Bag	Clear Coat Paint
Heated Mirrors	Steering Wheel Touch Controls	Anti-Lock Brakes (4)	**OTHER**
DECOR	Telescopic Wheel	4 Wheel Disc Brakes	Traction Control
Dual Mirrors	**RADIO**	Front Side Impact Air Bags	Stability Control
Tinted Glass	AM Radio	Head/Curtain Air Bags	Power Trunk/Gate Release

Exhibit I

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

	Line		Oper		Description	Qty	Extended Price $	Labor	Paint
	1	**GRILLE**							
	2		S01		O/H front bumper			2.4	
	3		S01	R&I	R&I grille assy			Incl.	
	4	**FRONT SUSPENSION**							
	5	*		Repl	LT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
	6	*		Repl	RT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
	7	#		Subl	Sublet Labor	1	345.00 X		
	8	**RADIATOR SUPPORT**							
	9	**		Repl	A/M CAPA Radiator support 2.4 liter	1	402.00	0.0	
N	10	#		Subl	Sublet Labor	1	575.00 X		
N	11	**	S01	Repl	A/M CAPA Front shield	1	65.00	Incl.	
N	12		S01	R&I	RT Splash shield 2.4L			0.3	
N	13		S01	R&I	LT Splash shield 2.4L			0.3	
	14	**FRONT BUMPER**							
N	15	**	S01	Repl	A/M CAPA Bumper cover	1	251.00	Incl.	2.8
	16		S01		Add for Clear Coat				1.1
	17	#	S01	Repl	Clips/Hardware	1	3.00 T		
	18	**EXHAUST SYSTEM**							
	19	*		Repl	Front pipe Federal w/o sport susp	1	583.60 m	0.0	
	20	#		Subl	Sublet Labor	1	115.00 X		
	21	**WHEELS**							
	22	*		Repl	RT/Front Wheel, steel	1	188.03 m	0.0	
	23	**FENDER**							
	24	**		Repl	A/M CAPA RT Fender liner w/o sport susp.	1	94.00	0.0	
	25	#		Subl	Sublet Labor	1	57.50 X		
	26	**TIRES**							
	27	*		Repl	KUMH 215/45R17 XL Solus KH16 BW 91V	1	108.00	0.0	
	28	#		Subl	Mou nt & Balance RF Tire	1	30.00 X		
	29	#			Tire Disposal Fee	1	4.00 X		
	30	#		Repl	Valve Stem	1	2.50 T		
	31	#		Subl	Wheel Alignment	1	89.95 X		
	32	#		Subl	Shop Supplies	1	45.00 X		
N	33	#	S01	Repl	Clips/Hardware	1	25.00 T		
N	34	#	S01	Repl	Flex Additive	1	5.00 T		
					SUBTOTALS		**3,780.54**	**3.0**	**3.9**

NOTES

Line 10: SUBLET TO HILTON HEAD HYUNDAI TO REPLACE RADIATOT SUPPORT, EVAC AND RECHARGE, AIM HEADLAMPS.

Line 11: S-1: CRACKED.

Line 12: S-1: ACCESS TIME.

Exhibit I

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Line 13: S-1: ACCESS TIME.

Line 15: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REEPLACE.

Line 33: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 34: S-1: FLEX ADDITIVE.

Prior Damage Notes:
DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				2,483.59
Body Labor	3.0 hrs	@	$ 44.00 /hr	132.00
Paint Labor	3.9 hrs	@	$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs	@	$ 28.00 /hr	109.20
Miscellaneous				1,296.95
Subtotal				4,193.34
Sales Tax	$ 2,519.09	@	9.0000 %	226.72
Total Cost of Repairs				**4,420.06**
Deductible				1,000.00
Total Adjustments				**1,000.00**
Net Cost of Repairs				**3,420.06**

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

Exhibit I

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

SUPPLEMENT SUMMARY

	Line		Oper		Description	Qty	Extended Price $	Labor	Paint
	1	GRILLE							
	2		S01		O/H front bumper			2.4	
	3		S01	R&I	R&I grille assy			Incl.	
N	11	**	S01	Repl	A/M CAPA Front shield	1	65.00	Incl.	
N	12		S01	R&I	RT Splash shield 2.4L			0.3	
N	13		S01	R&I	LT Splash shield 2.4L			0.3	
	14	FRONT BUMPER							
N	15	**	S01	Repl	A/M CAPA Bumper cover	1	251.00	Incl.	2.8
	16		S01		Add for Clear Coat				1.1
	17	#	S01	Repl	Clips/Hardware	1	3.00 T		
N	33	#	S01	Repl	Clips/Hardware	1	25.00 T		
N	34	#	S01	Repl	Flex Additive	1	5.00 T		
					SUBTOTALS		349.00	3.0	3.9

NOTES

Line 11: S-1: CRACKED.

Line 12: S-1: ACCESS TIME.

Line 13: S-1: ACCESS TIME.

Line 15: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REEPLACE.

Line 33: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 34: S-1: FLEX ADDITIVE.

Prior Damage Notes:
DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

Exhibit I

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				316.00
Body Labor	3.0 hrs	@	$ 44.00 /hr	132.00
Paint Labor	3.9 hrs	@	$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs	@	$ 28.00 /hr	109.20
Miscellaneous				33.00
Subtotal				761.80
Sales Tax	$ 349.00	@	9.0000 %	31.41
Total Supplement Amount				**793.21**
NET COST OF SUPPLEMENT				**793.21**

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,626.85	WILLIAM ABELE
Supplement S01	793.21	WILLIAM ABELE
Workfile Total:	**$ 4,420.06**	
TOTAL ADJUSTMENTS:	**$ 1,000.00**	
NET COST OF REPAIRS:	**$ 3,420.06**	

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:
IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:
****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR

Exhibit I

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

Exhibit I

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 7/11/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Exhibit I

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

IN THE STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF JASPER	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai, Plaintiff, v. Greg S. Hackney, Defendant.	**C. A. No. 2017-CP-27-0386** **MEMORANDUM IN SUPPORT OF PARTIAL MOTION FOR SUMMARY JUDGMENT**

INTRODUCTION

"Glass, china, and reputations, are easily cracked, and never well mended."
Benjamin Franklin

Hilton Head Hyundai has been a model corporate citizen in Jasper County for over 15 years. They have invested over $500,000 in local charities, and spent over $70,000 a month in advertising. They have achieved outstanding customer service reviews. Their reputation has been outstanding prior to the blemish that is daily inflicted by Defendant, and his complaints stem from issues he admits he had with third parties. Now, Defendant stands outside Plaintiff's business on an almost daily basis with signs that accuse the Plaintiff of unethical and deceptive business practices and potential customers have refused to do business with Plaintiff as a result.

Defendant first became upset when he picked up his car[1] that GEICO had not authorized

[1] Hilton Head Hyundai clarifies its Motion for Partial Summary Judgment. A portion of a sentence was inadvertently omitted and may have caused confusion. The repairs to Defendant's Sonata were performed in three phases: engine recall, repairs performed at the Hilton Head Hyundai Service Department, and repairs performed at the NRAM Collision Center (currently known as Peacock Collision Center). Repairs performed at the Hilton Head Hyundai Service Department were completed no later than July 14, 2017. The remaining body repairs were performed at the

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

all the repairs he wanted performed.[2] He then became upset that the Telecheck machine was unable to process his check. The next day he called the police after being asked to return his rental car. He then began to picket the dealership with a sign that stated, under Hilton Head Hyundai's name:

LIES LIES FRAUD FRAUD

(Amended Answer, p. 10)

After Defendant demanded money from Hilton Head Hyundai (Ex. A, Transcript of TRO hearing, p. 25, ll. 14-20), threatened to kill one its employees (Ex. A, Transcript, p. 24, ll. 13-15), and was placed on Trespass Notice (Ex. B), he changed his sign to read under Hilton Head Hyundai's name:

UNPROFESSIONAL
UNETHICAL
HARASSMENT
INTIMIDATION.

(Amended Answer, p. 10)

Defendant's sign subsequently read under Hilton Head Hyundai's name:

UNTRUSTWORTHY
LIES LIES
LIARS
UNETHICAL

(Ex. C)

When those signs did not achieve the results he wanted he published the following:
LIES
LIARS
BAIT N SWITCH

(Ex. C)

Collision Center and were completed on or around July 27th. Defendant came to pick up his car on August 25th.

[2] THE COURT: The problem is, your issue is with GEICO, Mr. Hackney, not with Hyundai. (Ex. A, Transcript, p.35, ll. 18-19)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

SUMMARY JUDGMENT STANDARD

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

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

ARGUMENTS

I. SUMMARY JUDGMENT IS APPROPRIATE IN FAVOR OF THE DEALERSHIP AS TO ITS DEFAMATION CAUSE OF ACTION

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

A. Defendant's Statements are Actionable Per Se

Slander "is actionable per se when the defendant's alleged defamatory statements charge the plaintiff with one of five types of acts or characteristics: (1) commission of a crime of moral

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

turpitude; (2) contraction of a loathsome disease; (3) adultery; (4) unchastity; or (5) unfitness in one's business or profession." *Goodwin v. Kennedy,* 347 S.C. 30, 36, 552 S.E.2d 319, 322-23 (Ct. App. 2001).

Libel is actionable per se if it involved written or printed words that tend to degrade the person in the estimation of his friends or acquaintances or the public or to disgrace him. *Holtzscheiter v. Thomson Newspapers, Inc.,* 332 S.C. 502, 506 S.E.2d 497 (1998) (*Holtzscheiter II*). Essentially, all libel is actionable *per se.*

Defendant is accusing the Dealership of being unfit in its business; therefore, his statements are actionable *per se* and it is not necessary to show special damages.

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

1. The only evidence in the record is that the Dealership did not engage in bait and switch tactics.

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

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

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

Defendant's Answer to Interrogatory No. 22 shows that he has no evidence that the Dealership was involved in bait and switch tactics. (Ex. D) When asked to specify any evidence of a bait and switch, Defendant claims the following: (1) he asked to speak with the "Boss and/or General Manager" but was referred to the New Car Sales Manager; (2) he was asked to return the Hertz rental car prior to receiving his car; and (3) an employee told him the Dealership owned the

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Hertz rental location near the store.

Defendant does not allege that he came to the Dealership to purchase one product, only to be switched to another. By definition, his claims do not constitute a "bait and switch." Therefore, Defendant's statements are defamatory as a matter of law.

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

Defendant's statements accuse Hilton Head Hyundai of "lies" and "fraud." In order to prove fraud, the following elements must be shown: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *Ardis v. Cox*, 314 S.C. 512, 515, 431 S.E.2d 267, 269 (Ct. App. 1993).

Fraudulent conduct generally requires proof by clear and convincing evidence. *See Ardis v. Cox* , 314 S.C. 512, 515, 431 S.E.2d 267, 269 (Ct. App. 1993) ("Fraud is not presumed, but must be shown by clear, cogent, and convincing evidence.") The failure to prove any element of fraud or misrepresentation is fatal to the claim. *Austin v. Stokes–Craven Holding Corp.,* 387 S.C. 22, 50, 691 S.E.2d 135, 149 (2010).

a. Defendant erroneously claims the Dealership made the following false statements:

   i. The vehicle had to be repaired at the Dealership because it was dangerous to drive to Atlanta (Answer p. 32)

Hilton Head Hyundai was alerted to the engine recall in the course of inspecting the damage caused by the pothole. It is undisputed that Defendant's car was subject to a recall. (Ex. E) Hyundai's Recall information indicated that the car could stall creating a dangerous situation. (Ex. F) The Dealership was instructed by the manufacturer to test all cars within the recall and, if they

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

failed, to replace the engine. (Ex. F) The test performed by the Dealership showed that the engine failed the recall test and had to be replaced. (Ex.G) Hilton Head Hyundai truthfully explained all of these facts to the Defendant. *See Armstrong v. Collins,* 366 S.C. 204, 621 S.E.2d 368, 375–76 (Ct.App. 2005) (citing *Brown v. Stewart,* 348 S.C. 33, 557 S.E.2d 676, 680–81 (Ct.App. 2001)) (noting that fraudulent misrepresentation "requires the conveyance of a known falsity").

After being provided with the information regarding the recall, Defendant signed the Repair Order agreeing the car would be repaired by the Dealership. (Ex.H) The Dealership did not have a duty to tell Defendant he could take the risk to drive the Sonata back to Atlanta against the recommendation of the manufacturer. The element of "false misrepresentation" cannot be premised upon silence when there is no duty to speak. See *Pitts v. Jackson Nat'l Life Ins. Co.,* 352 S.C. 319, 334, 574 S.E.2d 502, 509 (Ct.App. 2002).

ii. Defendant claims he was falsely told the engine was replaced with a new engine (Amended Answer p. 5)

In response to Hilton Head Hyundai's Interrogatory 6, Defendant now states that he is not claiming that Hilton Head Hyundai failed to install a new engine. Further, the evidence in the record shows that the recall repair was performed by the installation of a new engine. (Ex. I)

iii. Defendant claims he was told by the "new Sales Manager and Jessica that they never get involved in a quote related to any accident, but he received a quote from Corey Johnson." (Answer p. 32)

Defendant was provided a quote by the Dealership before a claim was opened with GEICO. (Ex. J). There is no evidence that the Hilton Head Hyundai service or sales departments provided a quote to GEICO. The remaining work performed on Defendant's car was done at the Collision Center, which is a separate entity, at a separate location with separate employees. (Ex. K)

Defendant admitted that GEICO performed inspections of his vehicle and authorized certain repairs when failed to timely respond to Plaintiff's Requests to Admit. Even in his untimely

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

response, he admits that GEICO had sole and final authority to authorize payment for repairs to the Sonata.

GEICO's claims adjuster inspected the Sonata on June 28th, July 27th, September 6th, and September 27th, as shown by GEICO's claims summary (Ex.L). These entries represent in-person inspections by the GEICO adjuster as shown by Defendant's statements that the adjuster physically viewed the Sonata on September 6th and 27th. (Amended Answer p. 5) Defendant also admitted that GEICO had the sole and final authority to authorize payment for repairs to the car. (Ex. M)[3]

A comparison of the NRAM Collision Center estimate dated July 21, 2017 (Ex. K) and the GEICO estimate dated July 27, 2017 (Ex. N) demonstrates that GEICO prepared its own estimate in which it determined the repairs that were authorized. The Collision Center recommended an "undercover" costing $208. GEICO authorized a "front shield" costing $65. After Defendant picked up his car from the Dealership, GEICO authorized the $208 "undercover" on September 6th (which Defendant has never asked the Dealership to perform).

iv. Defendant claims the Dealership fraudulently required him to return the rental car. (Answer p. 32)

Defendant does not claim the Dealership made a false statement to him regarding the return of the rental, only that he was asked to return the rental. (Ex. A; Transcript, p. 41, ll. 13-14; Amended Answer p. 7) It is undisputed that the rental car had to be returned to Hertz. Defendant admits that GEICO told him the rental car had to be returned or it would be reported as stolen. (Amended Answer, p. 18) Defendant further admits that he attempted to return the rental car to the Hertz location at the Hilton Head Airport and was informed that he could not do so. (Amended Answer, pp. 18-19) Defendant admits that he was told by two Jasper County Sheriff's Deputies

[3] Failure to answer Requests to Admit within 30 days constitute an admission. Rule 36, SCRCP. Defendant admits this fact even in his late response.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

that he needed to return the Hertz rental car prior to receiving his car. (Amended Answer 19-20)

Finally, Defendant admits he did not act in reliance upon any statements by Hilton Head Hyundai. Defendant did not return the rental car until he was instructed to do so by the Jasper County Sheriff's Office. Defendant states in his Amended Answer that he was informed by Deputy Dobson that Hertz requested the Deputy get the rental to make sure it was returned. (Amended Answer, p. 20) Therefore, as a matter, of law, there was no fraud by Hilton Head Hyundai.

v. Defendant claims a representative of Peacock Auto Mall told him they owned the Hertz on their premises (Amended Answer p. 8)

Defendant claims alternatively that a representative or manager from Peacock Auto Mall, told him they owned Hertz on their premises. (Amended Answer p. 8, 11)[4] Plaintiff claims the statement was made after he had returned the rental car, therefore it was not material and could not have been made with the intent that Defendant rely upon it.

As a matter of law, none of the statements alleged by the Defendant were fraudulent, thus his published statements that Hilton Head Hyundai engaged in "Lies" and "Fraud" were defamatory.

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

Defendant claims the Dealership acted unethically in the following manner:

a. Defendant claims the Dealership acted unethically when its security officer followed him into the Wal-Mart parking lot. (Ex. A, Transcript, p. 45, ll. 18-21)

David Salzman, who works in security for Hilton Head Hyundai, did observe Defendant for several minutes in the Wal-Mart parking lot because he was concerned about his erratic behavior at the Dealership. (Affidavit of David Salzman, Ex. O) It is not unethical for a business

[4] This is hearsay and not admissible. Our appellate courts have interpreted Rule 56(e) to mean materials used to support or refute a motion for summary judgment must be those which would be admissible in evidence. *Hall v. Fedor*, 349 S.C. 169, 561 S.E.2d 654 (Ct.App.2002).

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

to express concern for the safety of its employees and customers. Mr. Salzman did not approach the Defendant, nor did he follow him into any private areas. Mr. Salzman was approached while inside his parked car in the parking lot by Defendant, who physically threatened him. Defendant threatened to wrap a six iron around his neck. Defendant admits that he approached Salzman. (Ex. A, Transcript, p. 47, ll. 6-8)

b. Defendant claims it was unethical for the Dealership to direct him to the New Car Sales Manager to address his concerns when he asked to speak with the owner or General Manager. (Amended Answer, p. 3)

There is no evidence of unethical behavior related to this encounter. Defendant admits that the individual identified himself as the New Car Sales Manager. (Amended Answer)

c. Defendant claims the Dealership acted unethically when its Telecheck machine could not read his check.

Defendant admits that the Telecheck[5] machine was unable to read the check. (Request to Admit No. 4)[6]. It is a common business practice to use a check verification machine, especially for a check as large as $1,000. Defendant's claim that a different machine at another business was able to read the check later does not mean that Hilton Head Hyundai acted unethically or unprofessionally.

3. The Dealership did not harass or intimidate the Defendant

a. Defendant claims he placed his personal belongings along the side of the road and that unknown persons stole his items while he was standing some distance away.
b. He further claims that while he was standing on the roadway, he left his car in the Wal-Mart parking lot, only to return and find that the doors and windows were open.

Defendant has presented no admissible evidence that any of these acts were committed by the Dealership or at its direction. The Jasper County Sheriff's Office investigated Defendant's

[5] Telecheck is a service that guarantees payment of a personal check in case it bounces.
[6] Failure to answer Requests to Admit within 30 days is deemed an admission. Rule 36, SCRCP.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

claims that his keys and briefcase were stolen. (Exs. P and Q) The Sheriff's Office did not find sufficient evidence to bring charges related to any of Defendant's claims. (Exs. P and Q) Defendant admitted that he placed his keys and briefcase along the side of a busy highway while he was defaming Plaintiff. It is possible that he simply misplaced his keys.

Defendant claims that on one occasion he saw an unknown person who was dressed in a similar manner to a Hilton Head Hyundai salesman take his sign. (Amended Answer, p. 7) Defendant has presented no evidence that the unknown person was acting at the direction of the dealership. If a servant acts for some independent purpose of his own, wholly disconnected with the furtherance of his master's business, his conduct falls outside the scope of his employment. *Hancock v. Aiken Mills*, 180 S.C. 93, 185 S.E. 188 (1936).

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

B. Unprivileged Publication

The United States Supreme Court has stated that there is "no constitutional value in false statements of fact." *Gertz v. Robert Welch, Inc.*,418 U.S. 323, 338 (1974). Such false statements do not materially advance society's interest in "uninhibited, robust, and wide-open" debate on public issues[7] and "are no essential part of any exposition of ideas, and are of such slight social value as a step to truth that any benefit that may be derived from them is clearly outweighed by

[7] *New York Times Co. v. Sullivan,* 376 U.S. 254, 265 (1964).

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

the social interest in order and morality."[8] The Court has stated that "[f]alse statements of fact are particularly valueless; they interfere with the truth-seeking function of the marketplace of ideas, and they cause damage to an individual's reputation that cannot easily be repaired by counterspeech, however persuasive or effective." *Hustler Magazine v. Falwell,* 485 U.S. 46, 51 (1988).

In the present case, Defendant's grievances are of a purely private concern. He has other remedies available to him and should not be allowed to damage Hilton Head Hyundai's reputation with his false statements. Defendant's false claims that he was treated unprofessionally, intimidated, and harassed are based on the Dealership's alleged treatment of him after he began defaming Plaintiff. Defendant's signs do not inform the public that his unsubstantiated claims are based on the manner in which he was treated while protesting, but instead implies that Hilton Head Hyundai is unethical in its business practices.

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

[8] *Chaplinsky v. New Hampshire,* 315 U.S. 568, 572 (1942).

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

C. Defendant Published the Statements to Third Parties

Defendant published his statements by standing with his signs on a public roadway and speaking with passerby's regarding his statements about the Dealership. (Amended Answer p. 12)

D. Hilton Head Hyundai has suffered Damages

Hilton Head Hyundai has established a good reputation in the community and had high customer satisfaction ratings. (Ex. R) The Dealership has experienced a reduction in sales during the period of Defendant's defamatory action. Customers informed the dealership that they were not purchasing cars because of the Defendant's statements. (Affidavit of Amanda Stewart, Ex. S)

The Dealership therefore requests that the Court grant summary judgment in its favor as to defamation and schedule a hearing on damages.

II. DEFENDANT IS ENTITLED TO INJUNCTIVE RELIEF AFTER DEFAMATION IS ESTABLISHED

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

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

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

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

The rule has been stated as follows:

> [T]he prohibition [against enjoining defamation] is not absolute, as there are exceptional cases in which a prior restraint is acceptable. For instance, an injunction would issue to prohibit a defendant from reiterating statements which had been

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

> found in current and prior proceedings to be false and libelous to prevent future injury to the libel plaintiff's personal reputation and business relations. An injunction restraining the publication of matter defaming a plaintiff personally [is] proper where there [is] no adequate remedy at law because of the recurrent nature of the defendant's invasions of the plaintiff's rights, the need for a multiplicity of actions to assert the plaintiff's rights, the imminent threat of continued emotional and physical trauma, and the difficulty of evaluating the injuries in monetary terms.

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

The Pittsburgh Commission on Human Relations held that petitioner had violated a city ordinance by using an advertising system in its daily newspaper whereby employment opportunities are published under headings designating job preference by sex. The U.S. Supreme Court affirmed the lower court's bar to referring to sex in employment headings, unless the want ads placed beneath them related to employment opportunities not subject to the ordinance's prohibition against sex discrimination. The Supreme Court recognized that where an order is based on a continuing course of repetitive conduct, the Court is not asked to speculate as to the effect of publication. *Pittsburgh Press Company v. Pittsburgh Commission On Human Relations 8212 419*, 413 U.S. 376, 390 (1973). In the present case, Defendant has engaged in a continuing course of conduct and it is known to have a detrimental effect on the Dealership.

The First Circuit has likewise stated that an "injunction that is narrowly tailored, based on a continuing course of repetitive speech, and granted only after a final adjudication on the merits that the speech is unprotected does not constitute an unlawful prior restraint." *Auburn Police Union v. Carpenter*, 8 F.3d 886, 903 (1st Cir. 1993). *See also McCarthy v. Fuller*, 810 F.3d 456, 462 (7th Cir. 2015) (stating that, although the Supreme Court "has not yet addressed the issue," "[m]ost courts would agree . . . that defamatory statements can be enjoined . . . provided that the injunction is no 'broader than necessary to provide relief to plaintiff while minimizing the restriction of expression.'" (quoting *Balboa v. Island Vill. Inn, Inc. v. Lemen*, 156 P.3d 339, 352 (Cal. 2007)).

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Therefore, the Dealership requests this Court to narrowly tailor a permanent injunction preventing Defendant from publishing the defamatory statements that the Dealership has acted fraudulently, unprofessionally, untrustworthily, dishonestly, unethically, or that it is engaged in harassing or intimidating behavior.

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

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

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

Hilton Head Hyundai has a long-standing relationship with the Hertz rental office located nearby. The Dealership originally arranged for the rental while the engine recall was being performed and it is standard procedure for customers to return the rental when they pick up their vehicles. There is no dispute that Defendant received his Sonata. Defendant claims that he had a ten-minute conversation with an employee of the Dealership regarding whether he was required to turn in the rental car prior to receiving the Sonata. (Ex. A, Transcript p. 41, ll. 16-17) Defendant called the police to resolve the issue and admits that it was the Jasper County Deputy who required him to leave the keys to the rental car. (Ex. A, Transcript p. 42, ll. 4-7)

Therefore, Summary Judgment should be granted in the Dealership's favor as to conversion.

B. Deceptive Service Tactics

It is unclear what cause of action Defendant is claiming. In order to maintain a cause of

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

action under the South Carolina Unfair Trade Practice Act, Plaintiff must show:

> (1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected the public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s). S.C.Code Ann. § 39-5-10-560 (Supp.2007).

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

Defendant claims that the Dealership's statement that it was unsafe to drive the Sonata back to Atlanta when it failed the engine recall test was a "deceptive service tactic." The manufacturer identified the risk of a crash while operating a vehicle that failed the recall engine test. (Ex. F) The manufacturer additionally instructed the Dealership to replace any engine that failed the test. Defendant does not dispute that his vehicle was subject to the recall, that his car failed the recall inspection, that his engine needed to be replaced, or that he authorized the repair.

Disclosing the manufacturer's safety and recall information to a customer is not a deceptive service tactic.

Defendant also claims the failure of the Dealership's Telecheck machine to read his check was a "deceptive service-payment tactic." Even if other businesses were able to verify the check, Defendant admits that the Telecheck machine was unable to read the check. (Ex. M, Request to Admit No. 4)[9]. There is nothing deceptive in using a check verification system. Further, Defendant did not suffer any loss as a result of the inability of the Telecheck machine to process his check. He admits that he returned the next day and used his sister's credit card to pay his deductible.

[9] Failure to answer Requests to Admit within 30 days is deemed an admission. Rule 36, SCRCP.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

C. Violation of Constitutional Civil Rights

There is no evidence that Defendant's constitutional rights have been violated. Defendant does not have a constitutional right to publish defamatory statements. Defendant seems to confuse constitutional rights with some imagined right not to have his feelings hurt in that he claims his rights were violated by people insulting him while he was protesting.

If Defendant has a right to publish defamatory statements, which Hilton Head Hyundai contends he does not, he has exercised those rights. Defendant has protested with his signs over the course of a year and has been interviewed by the Island Packet.

Defendant's claims that some unknown person stole his car keys or opened his car windows and doors are unrelated to any constitutional rights he may have. Further, there is no evidence those alleged actions were done under color of law. See *Cousins v. Higgins*, Civil No. 1:14-CV-515-DBH (D. Me., June 15, 2015)(finding that volunteer firefighters did not violate Plaintiffs' freedom of speech by stealing a sign Plaintiffs erected in front of their burned buildings after a fire where the firefighters were not acting under color of law.)

D. Standard Business Guidelines and Practices Not Followed

Hilton Head Hyundai is unaware of a cause of action based solely on a failure to follow what another party believes to be best business practices. Defendant has failed to identify any "Standard Business Guidelines and Practices" that the Dealership has a duty to follow. He has identified himself as the authority on what should constitute these business practices. (Defendant's Supplemental Answers to Interrogatories No. 5, Ex. T)

The practices noted by Defendant are standard in the industry. Defendant notes that multiple supplemental service orders were created during the course of the service work on his vehicle. Vehicle repair orders often require supplementation as repairs are performed. A portion

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

of the repair work was completed in the Dealership's service department (Ex.U) and separate repair orders were necessary for the work performed under the manufacturer's recall and the repairs covered by GEICO (Exs. H and M). Repair estimates were supplemented to provided additional information regarding the repairs authorized by GEICO. This standard procedure is not deceptive.

As set forth above, there is no evidence of fraudulent statements by the Dealership's employees. Defendant does not specify what he alleges as "deceptive security personnel tactics to resolve customer issues." Defendant suggests in his pleadings that it was deceptive for a Jasper County Sheriff's Deputy not to inform the Defendant that he provided security for the Dealership when he was off-duty. This is a complaint regarding the actions of individual officers and not the Dealership. There is no evidence of a deceptive practice by the Dealership. Businesses commonly hire off-duty officers to provide security for their businesses.

CONCLUSION

Consumers have many avenues available if they are unhappy with the service received from a business. Defendant could provide a poor customer satisfaction score to the manufacturer, leave a negative review of his experience, or report his experience to the Better Business Bureau.

Defendant took some of the legitimate avenues available to him. He followed up with his insurance provider and persuaded the GEICO adjuster to authorize repairs that had not been previously authorized. He pursued his complaints on numerous occasions with the Jasper County Sheriff's Office and, when the Sheriff did not respond to his liking, began protesting him as well.

Defamation is not a legitimate avenue available to a customer, however. As set forth above, Defendant has falsely accused Hilton Head Hyundai of fraudulent and unethical behavior. Defendant has accused the Dealership of harassment and intimidation when the evidence shows that he has physically threatened two of their employees and has acted to disrupt their business

when they refused to pay him a large sum of money to go away.

Hilton Head Hyundai respectfully requests that the Court grant its Motion for Summary judgment.

s/Bradford Neal Martin
Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
(864) 552-9990
(864) 552-9992 facsimile
ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC DBA HILTON HEAD HYUNDAI

October 30, 2018

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

1. Warren Peacock,(Assumed Owner) - (R, 5,6,7,8,9,10,11,15,16,17,18,19,20,21,25-27,28-33,40-42,43,44-149,157)
2. Principle Owners, requested in Discovery. - (R. 5,6,7,8,11,15,16,17,18,19,20,21,25-27,28-33,30,40-42,43,44-149,157)
3. John Lyons, Chief Financial Officer - (R. 1-3,4,5,6,7,11,15,16,17,18,19,20,21,22,77-97,43,44-149,157)
4. Michael Butt, New Car Sales Manager. - (R. 5, 11,14,15,17,54-67)
5. Matt Houghton, not Sure of Position. - (R. 8, 18,21)
6. General Manager, requested name in Discovery. - (R. 5,6,14,15,16,17)
7. Jessica (Service Mgr.), requested in Discovery. - (R. 1-3, 4,5,6, 7,8,11,14,15,16,17,44-53,54-67)
8. Mickey Harvester, Second Hilton Head Service Person. - (R. 1-3, 4,5,6,14,15,16,17,54-67)
9. Buck Adele, (R. 1-7, 8,9,10,11,62-65)
10. Hardeeville Police Officer Francis Lemus, - (R. 8,15,16,17,19,20,73-77,98-104)
11. Scot Henthorn, O.C. Welch person who witnessed my brief case being stolen. - (R. 139-146)
12. Sheriff Chris Malphrus, - (R. 7,8, 9,10,11,12,14,15,16,17,19,19,20,21,22,23,24,28-33,43,44-149)
13. David Tedder, Jasper County Legal Counsel, - (R. 7,8,9,15,16,17,28-3040-42,44-149)
14. Chief Morris, Jasper County Sheriff, - (R. 7,8,10,21,22,34,44-149, 105-131)
15. Lt. Smith, Jasper Co. Sheriff, - (R. 7,8,9,15,16,17,18,19,20,21,22,23,24,54-67,105-131,132-138,139-146)
16. Jasper County Sheriff Deputy Hunnicutt, - (R. 7,8,9,15,19,54-67,73-77,98-104)
17. Jasper County Sheriff Deputy Hartley Umphries(?), - (R. 8,9,18,19,68-72,132-138)
18. Jasper County Sheriff Deputy Dodson, - (R. 7, 8,9,15,16,17,19,20,54-67)
19. Lt. Bryd, Jasper County Sheriff, - (R. 28-33, 121-122,62-63)
20. Front Desk Receptionist, Jasper County Sheriff's Office, - (R. 9,20-24,77-97,28-30,105-131)
21. Hertz Rental Car Personnel, court date availability. - (R. 2,7, 8,9,16,17 10,158-162,54-67,62-63)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

22. S.C. Auto Dealership Associations, court date availability, - (R. 1-27,43,44-149,157)

23. Check Verification Machine Liaisons-Client relationships, requested in Discovery. - (R. 7,8,16,17)

24. H. H. Hyundai – Hyundai Corp. Liaison, requested name in discovery. - (R. 1-27,77-97,43,44-149,157)

25. Two 17 Year old Boys, Requested name in Discovery. - (R. 21)

26. SLED, Capt. Thomas Robertson, - (R. 7,8,9,10,11,12,14,15,16,17,18,19,21,22,23,24,28-30,36-39,44-149)

27. Unidentified Sheriff Deputy, Requested name to Sheriff Office and No Response. - (R. 73-76)

28. Daniel Scott, Wal-Mart Security Person, retrieved the Video for Sheriff's Office - (R. 105-131)

29. Security Person who drove the vehicle, not identified - Victim Identification Report. (R. 20,21,22,77-97,105-131)

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

- *Repaired damages related to accident – tractor trailer rear ended vehicle.*
  Johnny Ha, Complete Auto Repair LLC, 166 Forest Parkway Lake City Ga. 30260, 678-927-9039

- *Right rear "Small Window"*
  Remote lock and key would not work to open car, my vehicle auto locked itself when I was in Florida on business and could not wait hours for a locksmith; I broke the windshield to gain access to my vehicle. Upon returning to Atlanta I removed the window, purchased a new one and with the assistance of my father we installed it.

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

- Hood: Winter 2016, Big Canoe, Georgia – I was attempting to drive to my parent's house in the mountains and during a Snow Storm I could not manage a steep hill and turn resulting in the car sliding into a ditch. I had to walk to my parent's house and have a towing company pulled the car from the ditch.

- Right Fender and front bumper cover and cracked grill: Fall 2015, Sandy Springs Georgia! I was driving and moved into the right lane and did not see a sports utility vehicle moving past me as such we collided side to side. Since the other vehicle was higher there was minimal damage to their vehicle but it was my fault. The young lady who was driving the vehicle did not want to call the police or file a claim, it appeared she did not have insurance or issues with calling the police so we agreed to handle the damages separately.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

- Scratch on the right front door panel: I have no Idea.
  Noted: other damages prior may 23rd, 2017 accident

- Cracked Windshield: A rock hit the window and caused a small crack on the right side middle and very top left!

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

Greg Hackney

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

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

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

I do not have a Criminal Record!

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

- I was not in the conversation regarding Geico approving or denying repairs to my vehicle.

- I can state and provided copies of Geico Supplemental Statements as stated accident related items were approved by Geico after my vehicle was retrieved from their Dealership! One of which is a Standard Undergarment that is Standard on all Sonata Vehicles. (reference guidelines)

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

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

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

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

- If the general manager or owner was not available then she should have informed me as such; then ask me if I wanted to speak to the New Car Sales Manager. I would have responded NO as this was a service issue and not related to a new car and I want to speak to the person she reported vertically.

- Jessica did not introduce me to the person; including the individual did not formally introduce himself by name and/or title including informing me was neither of the persons I requested to discuss my concerns/issues.

- Moments after our brief meeting I attempted to pay my balance and another Hilton Head Hyundai Service Person identified the General Manager was present as he attempted to resolve the check machine verification issue; Jessica did not introduce me to him. Jessica's intended efforts was to direct me to another person that she did not report.

- I wanted to speak to someone was because the July28th, 2017 supplemental record delayed my return. Jessica and I discussed the under-garment protection, a standard part, not being replaced and Geico approved. I was astonished as just prior entering an office to speak to the New Car Sales Manager she noted Hilton Head Hyundai does not provide quotes; the man whom I spoke reiterated the same message to me. I took it as a clear cohesive message to deflect the real issue why a Standard Sonata under garment protection part that was clearly ripped off during the accident was not replace. Typically, a person of business entity authority would not make such a statement nor be cohesive in a response. Thus, why I was not moved vertically on my request.

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

- His name is Mike Butt?

- Referencing question #10 you confirm that we spoke based on your question? I assume you know the name New Car Sales Manager I spoke to? He can be identified!

- I believe he drives a Grey Audi, he drives pass me daily and flips me his middle finger as he drives by! On special days he holds both hands up and I see two Middle Fingers! Great Ambassador for Peacock Auto Mall!

- I requested his name to confirm his identity.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

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

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

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

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

- **August 30th, 2017**
  I can only confirm that the sign was stolen out of my car.

- **September 4th, 2017**
  An African American dressed similar to Car Salesman I see in the dealerships with Tan Slacks, Short Sleeve Shirts. (Red – Blue Shirt)
  The person could have been easily identified as Peacock Auto – Mall dealerships have cameras in and around their dealership but Deputy Sheriff Hunnicutt made no effort to assist identifying the person who stole my sign.

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

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

- **January 19th, 2017**
  Two Caucasian men drove up from exiting Peacock Auto- Mall and drove to the grass and jumped from the vehicle and put the sign into the White Mini Van. Similar to the ones parked in front of the Dodge Jeep Dealership – in the grass. I could not identify exactly what they were wearing.

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

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

- My vehicle was not locked at the time.

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

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

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

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

- There was no attempt to verify if their machine was default, escalate approval to a higher person within Hilton Head Hyundai including their check verification vendor! They were aware I did not have a debit or credit card on me and from Atlanta, Georgia as such just let me walk out the door without my vehicle.

- One of my concerns regarding their behavior was the following days as I learned that they were part of an Auto Mall and had relationships with the other dealerships. I assume a manager could have walked to anyone of them to verify if it was their machine or my check that was the issue. Maybe, getting an approval? At the very least see if their machine read the check? Makes sense? An effort at least?

- Base on my experience if their check verification machine goes down and is not working all the customers during that time period who prefer using a check for payment would be out of a process to retrieve their car! I would assume a large organization as an Auto Mall would have an escalation procedure for this process. Surely, they would not say to their customer our check verification machine is not working – broken so can you come back another day to get your car! Good Grief! Well, this is what happened to me!

- Noted: If their machine does not work it is same as a check not appearing to be able to process! As it stood there were there other options including escalating internally, escalating to the vendor or any other dealerships machine? I was disappointed and astonishing no other effort was made and they just let me walk out the door without my car.

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

- August 1st, 2017

- Hyundai, Alpharetta, Georgia

- The conversation was with one of their Service Persons, I did not write down his name and remember he was a male.

- The conversation took place that same day as they printed the service records on my Sonata.

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

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

- Circumstantial Evidence: Mike Butt whom I spoke regarding my car, the New Car Sales Manager had cussed me days prior including calling me a crack head. He had yelled as I walked in front of their dealership doing my activity, he knew I was parked at Wal-Mart

- I had two MacBook Pro Computers in my car and they were not stolen. The car was breached and it was not for theft, it was clearly an intimidation tactic and it was for three consecutive days!

- I told Deputy Sheriff Hartley about the breach and she recommended I park under Security Cameras.

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

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

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

- They told me that they did not work for New River Auto Mall but a subcontractor who washed Hilton Head Hyundai cars.

- They approached me in a golf cart wearing bright yellow vest you would see workers wearing on the Highway.

- It was at dusk and my thoughts were not centered on describing them at a later date.

- Our conversation was my intended deflection of the entire event; exercising my First Amendment Rights and another person taking it away by stealing a sign. I explained that typically a business would not interfere with any person exercising their Constitutional Rights and was very disappointed the young me had to witness Hilton Head Hyundai's horrible act.

- I discussed the issue in my meeting with John Lyons on September 13th, 2017; he did not counter my statement regarding two 17-year-old young men who washed their cars.

- I requested their names though discovery and will have ask them to testifying in the trial.

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

- I was told the risk was to me.

- I spoke to a Service Person at Hyundai in Alpharetta, GA and they informed me that I could have driven my car back and it was not a requirement to leave the car after a failed test.

- I had been driving the car since the recall notice, December 2015;

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

- I was told by John Lyons in our meeting on September 13th, 2018 Jessica, Hilton Head Service Manager, presented me a waiver form that I would have signed to drive my car at my own risk! I did not speak to Jessica until after I was back in Atlanta, Georgia.

- Jessica and I first spoke when I was back in Atlanta, Georgia regarding an extension related to the Hertz Rental Car; she had to get it approved through Hilton Head Hyundai Corporate as such she did and it was extended.

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

- I do not remember the exact date but it was after the July 28th, 2017 Supplemental Order and the subsequent delay on receiving the associated parts.

- 280 miles - 560 round trip.

- At one point I was not sure if I was going to fly down then drive to Florida - Consulting.

- I was working in Atlanta, then decided to drive and get my car and then drive to Florida to continue my work – Consulting for an Orthodontic Software Company.

- My Geico Policy was covering the time period and upon returning the vehicle they made the full payment to me for the time period Hertz Rental billed me for the same thereof.

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

(R. 14, Reference #10, Interrogatories
On August 25th, 2017 I wanted to discuss my issues with Jessica, the Hilton Head Service Manager, Boss and/or the General Manager. I sat down with a person whom I assumed was one of the persons referenced only to uncover it was the New Car Sales Manager.

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

(R. 7,15,16,17,54-65,155)
On August 26th,2017 I attempted to make the $1,000 deductible payment required to cure the balance and thus have my vehicle returned into my possession. As noted there was an issue because the check could not be confirmed by their check verification machine. I returned the following afternoon and used a credit card for payment with the understanding Hilton Head Hyundai would return my car. Suddenly after making the payment Jessica, the Hilton Head Service Manager set another condition related to the

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

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

(R. 8,18,21,54-65,#12 Interrogatories)
Matt Houghton, Hilton Head Hyundai owns the Hertz Rental Car located on the New River Auto Mall premise. His comments were intended to deflect the seriousness of Hilton Head Hyundai's conduct on August 26th, 2017.

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

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

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

In the Court of Common Pleas for the

State of South Carolina, County of Jasper

Case No.: 2017CP270386

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

Plaintiff(s),

vs. Transcript of Record

Greg S. Hackney,

Defendant(s).

October 24, 2017

Ridgeland, South Carolina

BEFORE:

The Honorable Carmen Mullen

Ex. A

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

A Yes. Mr. Hackney came in, because we tried to contact Mr. Hackney and get together and try and see what it would take to resolve his concerns. And then it was a few days later we were unable to come up with all his demands. And then at that point, it was another, I think, week or so, and he had come to our property to claim that someone harassed him or so forth. And I had told him, I said, "Look, Mr. Hackney," I said, "we had a trespassing warrant against you." I said, "I'm letting you know now since we had our meeting that where I invited you onto the property, now I'm telling you you're not allowed to be on our property any longer."

And as we were walking him out to his car, he turned around and he says, "You don't know who you're messing with, I'll kill you."

And I said, "Excuse me? What did you say?" And there was three people present, and he said, I heard him.

Then I turned around, then he turns back around and he says, "I'll hurt you."

Q Now, did he ever make a demand for payment?

A Yes. That was in the first meeting.

Q Okay. Tell us about that.

A Now, the first meeting went through as we were trying to get to his concerns and to resolve them. First

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

and foremost, he was concerned that the engine repair was not done properly, or he did not have any sort of proof that it was a new engine that we installed. So I told him I would get a document, I would get the serial numbers of the engine, serial numbers of the engine that was sent to us from Hyundai, the shipping -- oh, what is it called -- the shipping manifest for the engine, and then I would notarize it and sign it and say that's what it is. And then you can go and have it checked wherever you want.

And we were going through the conversation, and I thought it was going okay. I apologized for any behaviors that he saw as unprofessional. And then at the end of it, I said, "Okay. So I'll get these documents together for you." And he says, "Well," he says, "now, the last thing I need is," you know, "I want to give you a little gut punch. You're going to know that who I am and where I'm from. And I want you to go to your attorneys and tell your attorneys, they'll know the number, and ask your attorneys what the number is to write me a check. Then I'll go away."

And he said I would -- "I prayed to God about this, so I just want to receive 25 percent of that check you write to me, and then 75 percent of the check you can give to the Lakewood Baptist Church of Houston."

Q And when you didn't pay that check, what happened

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

done the work yet and you won't allow them now to do it. Just so I understand.

MR. HACKNEY: The original quote that I received from Corey Johnson, when I first brought in my car, had those items on there. I live in Atlanta, I don't live here. So when I dropped my car off, I managed from a distance, and I assumed all the things that he had given me were done.

When I got back to my car, they weren't done. And they said that's all that GEICO approved. And I was in two parking lots, and they approved all the different things. So there's an argument that, yes, they only did what they said, but my understanding is that when I got my original quote, they were on there. When I showed you my car, they weren't, and then I just literally had to point things out that was done. And that's the issue with the GEICO. That's correct.

THE COURT: The problem is, your issue is with GEICO, Mr. Hackney, not with Hyundai.

I mean, that is the issue because if you could show me where it was paid to Hyundai, and the work was not done -- listen, I can understand your frustration. But that's not what you're telling me has happened.

You're telling me that the insurance company did approve it, but they cut you the check.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

And we can go to the third -- other point which frustrated me right after that is, John, that you mentioned Hertz.

Do you own that Hertz franchise?

THE WITNESS: No.

MR. HACKNEY: No. And so I said, here's my sister, pay the check, I'm done with that contract. That's in the documentation.

I'm not from here, I'm in a pair of shorts and a T-shirt saying -- I came up here to get my car. They would not return my car. My debt with Hilton Hyundai was cured.

And I -- and Jessica said "No. We want the Hertz rental car." And I'm like, ma'am, that's currently under my name, exclusively separate contract, it's not enforced, so we have no jurisdiction. They -- ten minutes, they wouldn't give me my car. So I did call 911. That infuriated me. And I felt like I was held hostage and then it was all the other stuff. It's like now, you won't give me my car. I just want to get back to Atlanta. And they wouldn't. And that's two separate contracts, and that's for finding your documentation, and I had to call the police, who didn't agree with that either. He said that there was a $441 balance. And I said, yes, sir, that's true. That's a

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

civil issue, and plus, my policy is 50 days, we're on day 37. But my GEICO guy was on FMLA and we'll settle it up. But I'm paid up, here's a receipt.

He forced me to drop the keys. And the reason that I wanted to return it myself is because the previous day, the Hertz in the dealership was calling and saying we're going to report it stolen.

I was like, sir, why are you going to report it stolen? I said, my car is there. I said, I will pay tomorrow and drop it off. So I wanted to take it to the Savannah airport and turn it in and make sure I had the proper documentation, that it wasn't reported stolen because it was -- because that guy kept calling me that's in the dealer -- on their property. And so I even explained that to them. I said, No, I'm going to take it back -- I think it was a $100 cab ride back, I bought a plane ticket, I wanted to make sure I had the documentation, but they were closed. And I didn't trust Hyundai because my frustration -- and when I paid them, I said, "No, this is my car, it's under my name." And they wouldn't give me the car back.

And I called the police and explained to him, and he came out and said, oh, there's a debt. I said, sir, can you put in writing that I refused this? Can you put in writing that it's not reported stolen? And the

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

water in there. They -- I've had two signs -- two signs stolen. One sign in front of the dealership, when one of their car salesmen ran back into the dealership, and that's the day I got a no trespassing sign.

THE COURT: Notice. Notice. No trespassing notice. You got a notice not to trespass on their property.

MR. HACKNEY: I have met with Sheriff Malphrus and every day, ma'am, everyday, I go out and I arrive -- I tell them what time I'm out there, when do I cross the roads, when I leave. I go to Sheriff Malphrus' office and put that in there so there's no problems. Because the first two days they were coming out. I go back and forth, back and forth.

Now, the sign did say "fraud, fraud, lies." As I was writing a response, it really changed to the unprofessional, unethical. And it all goes down to is on September 20th, you know, they followed me around all the time in the dealership. They followed me into the Wal-Mart, and they followed me other places. And I finally got it on video. They follow -- they're scurrying, they followed me over to Wal-Mart, goes back and forth all the time and then -- and stood there and they stare me down, trying to intimidate me. And I

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

responded, and it was his video from his patrol car; is that correct?

MR. HACKNEY: No. No, he went to Wal-Mart to obtain the video because I told him time and date, the truck went back and forth, staring me down. I approached them, and that's when I said, "Follow me again, and I'm going to get my six iron out, because you guys are following me all the time, and quit it. And I'm not on your property anymore, I'm at Wal-Mart."

And I left, and the next day I told him to get the video, here's a video. The officer wrote charges of harassment, assault and battery with intent to intimidate for John Lyons, and then he dropped the charges. And I'll go and expand on that.

THE COURT: Can I ask you a question? Who was the person you say was driving their car back and forth in front of the Wal-Mart?

MR. HACKNEY: It was the white Explorer, and I don't -- the name I don't know. It says the name --

THE COURT: Did you recognize the person in the car?

MR. HACKNEY: Yes, I did.

THE COURT: Who was it?

MR. HACKNEY: In the blue/black shirt. And the officer went that same day and confirmed it was their

Ex. B

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

17-2175

JASPER COUNTY SHERIFF'S

P.O. Box 986, Ridgeland, South Carolina 29936
TELEPHONE: 843-726-7777 FACSIMILE: 843-726-7778

TRESPASS NOTICE FORM

Date of Incident: 9/22/17 Time of Incident: 300 ☐ AM ☒ PM

Incident Location: Peacock Auto Mall Independance BLVD

Person Receiving Trespass Notice: Greg Hackney

Address: 14214 Big Canoe Big Canoe GA 30143 Tel: # 678-855-2975

Sex	Date of Birth	Race	Height	Weight	Eye Color	Hair
M	4/20/65	W	5 9	175	BLU	BLN

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

John Lyon
Print Name of Person Requesting Trespass Notice

Signature of Person Requesting Trespass Notice

TO: Greg Hackney
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

Peacock Automall Independence Blvd Hardeeville SC 29927

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

Dates Trespass Prohibited 9/22/17 to 9/22/18 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☒ In Person ☐ Via Certified Mail

Greg Hackney
Print Name of Person Receiving Trespass Notice

Signature of Person Receiving Trespass Notice

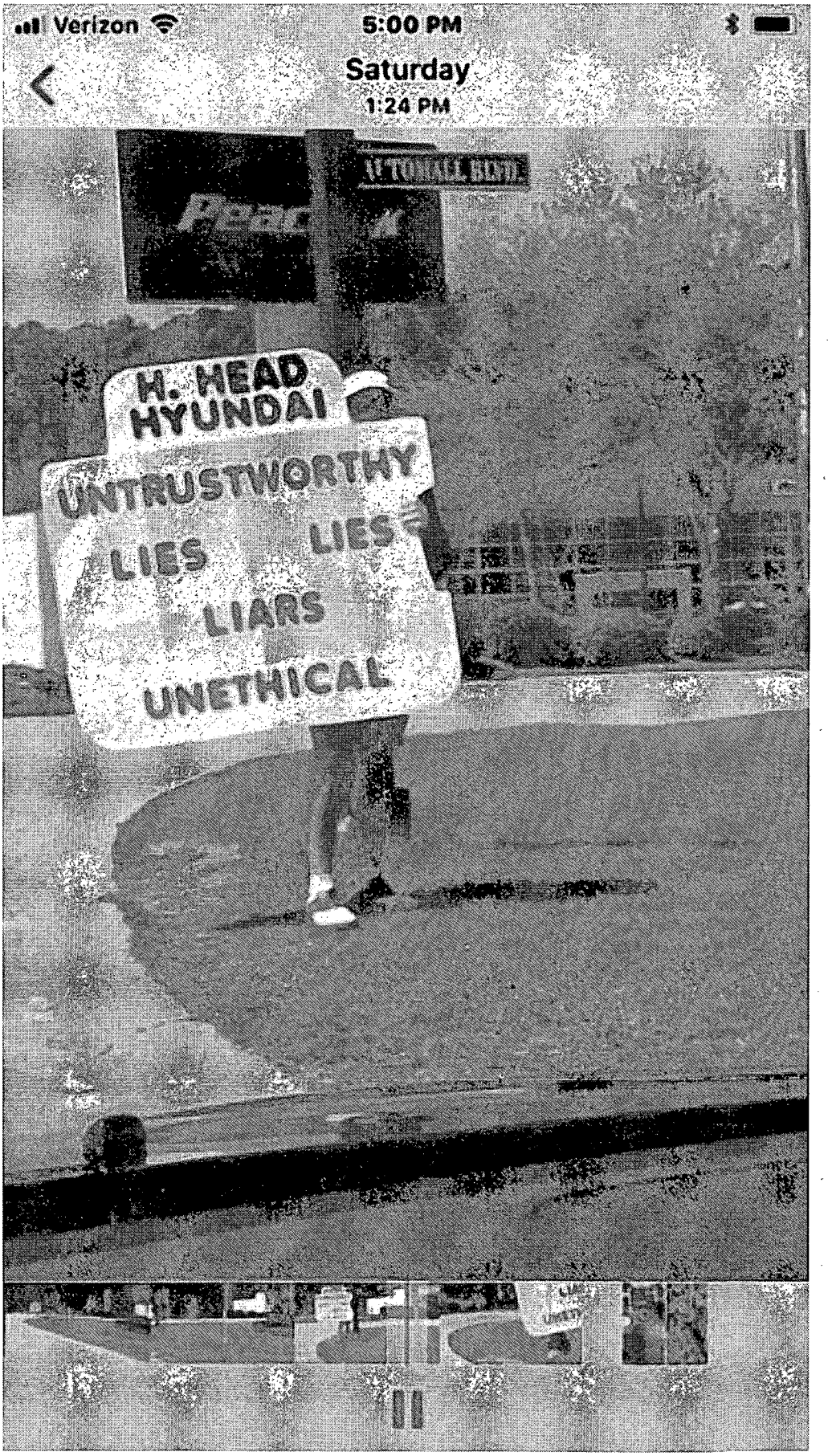
Deputy J. Smith
Print Name of Officer Serving Trespass Notice

Signature of Officer Serving Trespass Notice

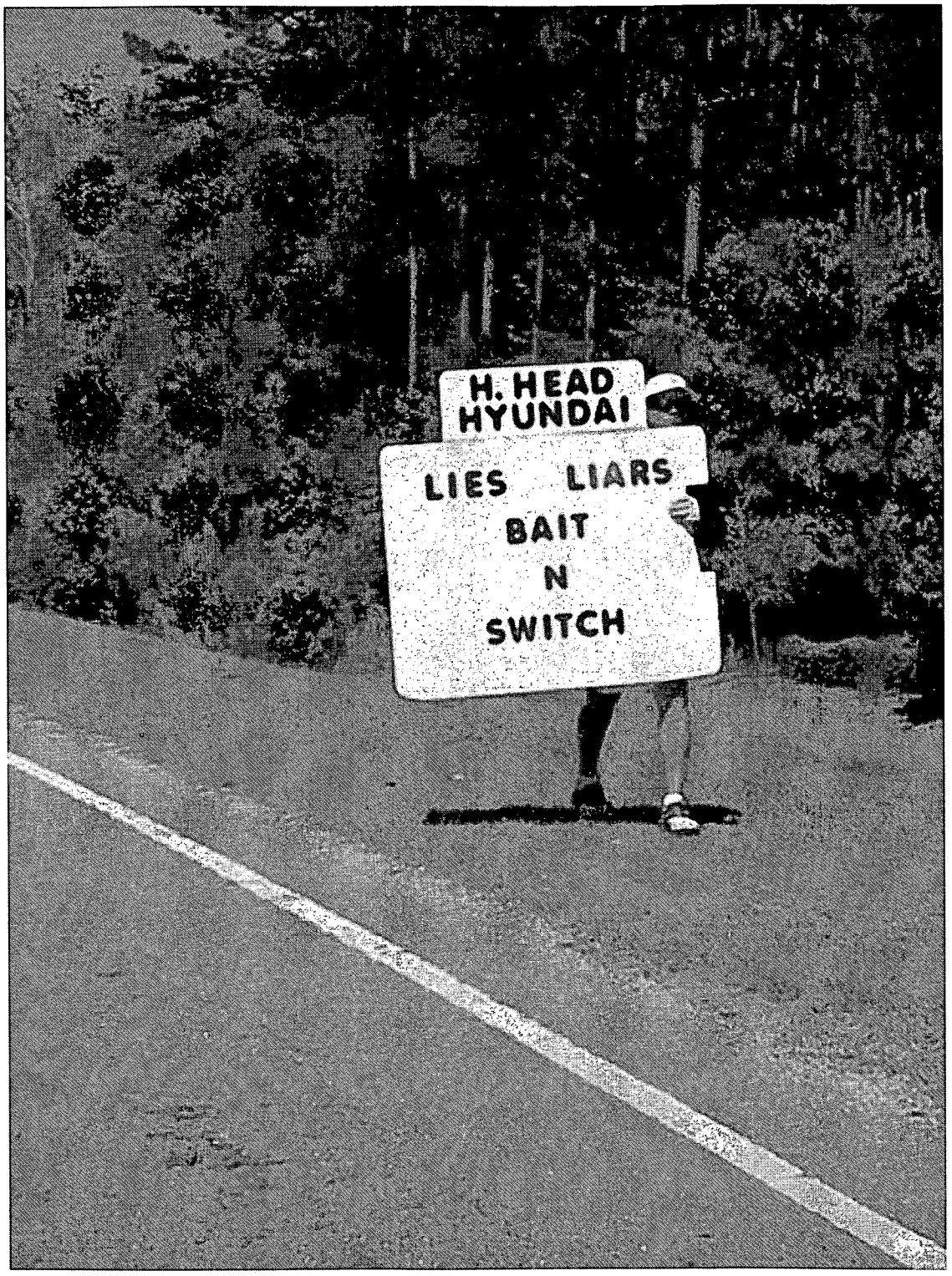
- Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivision shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of another.

WHITE– Sheriff YELLOW – Dispatch PINK – Property Owner GOLDENROD - Suspect

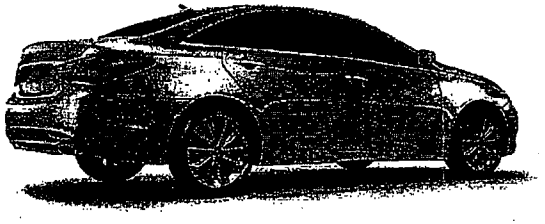
ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386



ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386



If you should experience any issues, please contact your local Hyundai dealer.



You should keep a copy of your maintenance records.

Given the critical importance of regular and proper maintenance of your engine, you may use the table below to keep track of your engine's maintenance.

Should you have any questions regarding the information contained in this pamphlet, please contact the **Hyundai Customer Care Center at 1-855-671-3059.**

Thank you for choosing Hyundai.

DATE	MILEAGE	OIL CHANGE LOCATION

PLEASE KEEP THIS BROCHURE IN YOUR SONATA'S GLOVEBOX WITH YOUR OWNER'S MANUAL



IMPORTANT INFORMATION ABOUT ENGINE CARE FOR YOUR SONATA

2011 - 2014 model year Hyundai Sonata vehicles with the Theta II 2.0 liter or 2.4 liter Gasoline Direction Injection (GDI) Engine

HYUNDAI

Ex. E

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

NP17002017

In addition to 132 recall

Your Hyundai Sonata is equipped with an engine using Gasoline Direct Injection (GDI) technology. Direct Injection offers more complete combustion by directly adding fuel to the combustion chamber as opposed to the intake manifold. With a more precise measurement of fuel injected into the combustion chamber, GDI technology creates a more complete combustion and reduced cylinder temperatures enabling a higher compression ratio, resulting in fuel efficiency gains and low-end torque gains. However, GDI engine durability can be more sensitive to the quality of fuel used and after-market air/oil filters than conventional gas engines. Fuel injectors can become clogged and engine carbon buildup can result under severe usage. Proper oil maintenance, as well as recommended use of genuine Hyundai oil and air filters, is therefore critical to ensuring maximum engine longevity.

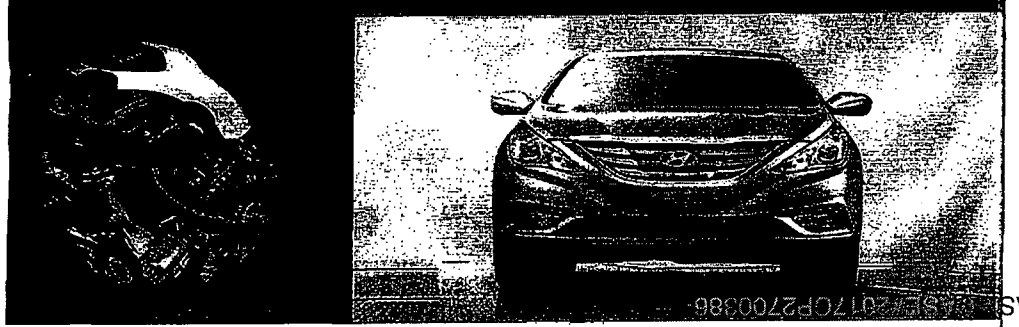
Some customers have experienced sluggish engine behavior, knocking noise, or, in more severe cases, loss of engine power, engine seizure, or stalls while driving. **The following are warning signs of an engine seizure or stall:**

- Engine knocking
- Unusual engine noise, or
- Illumination of the oil warning lamp

If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed.

317

Hyundai has carefully studied whether oil circulation issues in 2011-14 Hyundai Sonatas could cause engine failures. A potential manufacturing assembly issue coupled with the lack of appropriate periodic maintenance by consumers can increase the risk of engine failure in high mileage vehicles. Reflecting its commitment to customer satisfaction, Hyundai has announced the following remedies to Sonata owners:



2011-2012 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2011 and 2012 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2011-2012 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at **www.HyundaiUSA.com/campaign132** including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at **HyundaiUSA.com/campaign132**

2013-2014 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2013 and 2014 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2013-2014 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at **www.HyundaiUSA.com/campaign162** including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at **HyundaiUSA.com/campaign162**

If your vehicle does require an engine short block assembly repair, the Hyundai dealer will provide a loaner vehicle if requested. If a loaner vehicle is unavailable, Hyundai will provide full reimbursement of reasonable rental car expenses. Also, if you have to have your vehicle towed for an engine short block repair during the extended Powertrain Warranty period, Hyundai will provide reimbursement of reasonable towing fees (though you may alternatively contact Roadside Assistance for towing). You may submit your reimbursement request and supporting documentation online at the above referenced websites.

Although prior inspections may not have found issues with your vehicle, if you experience engine knocking, unusual engine noise, or illumination of the oil lamp, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed.

Ex. E

ELECTRONICALLY FILED - 2018-09-28 04:44 PM - JAPRES - COMMON PLEAS - CASE#: 2018CP2700386

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

HYUNDAI | NEW THINKING. NEW POSSIBILITIES. Technical Service Bulletin	GROUP	NUMBER
	RECALL	**15-01-048**
	DATE	MODEL(S)
	DECEMBER, 2015	**2011-2012MY SONATA (YF)**

SUBJECT: SONATA GDI ENGINE INSPECTION / REPLACEMENT (RECALL CAMPAIGN 132)

* IMPORTANT

***** Retail Vehicles Only *****

Dealers must perform this Recall Campaign whenever an affected vehicle is in the shop for any maintenance or repair.

When a vehicle arrives at the Service Department, access Hyundai Motor America's "Warranty Vehicle Information" screen via WEBDCS to identify open Campaigns.

Description: Certain 2011-2012 model year Sonata (YF) vehicles equipped with 2.4L and 2.0T GDI engines will require an Engine Noise Inspection to confirm its normal operation. The inspection procedure will help indicate if the engine is operating normally or if an excessive connecting rod bearing wear condition in the engine crankcase may be present. If the vehicle continues to be driven with a worn connecting rod bearing, the bearing can fail, and the vehicle could stall while in motion, increasing the risk of a crash.

Follow the procedure outlined in this bulletin to perform the Engine Inspection.

- If the inspection results in a **PASS**, follow Service Procedure **(Inspection Results = PASS)** in Page 5 of this bulletin.
- If the inspection results in a **NO PASS**, follow Service Procedure **(Inspection Results = NO PASS)** in Page 6 of this bulletin.

Applicable Vehicles:
2011-2012MY Sonata (YF) vehicles produced from HMMA with 2.4L and 2.0T GDI engines

NOTICE

The inspection process will require the use of the Tablet-based GDS Mobile system.

At this time, the "Special Inspection" function within the GDS Mobile application is only compatible with the Samsung Galaxy Note 2014 Edition 10.1 model. This function will be disabled if any other tablet model versions are detected. PC-based GDS is not supported.

GDS Mobile Information:

Update Version	Comment
Perform latest GDS Mobile update	See above Notice and use the latest GDS Mobile update

Circulate To: General Manager, Service Manager, Parts Manager, Warranty Manager, Service Advisors, Technicians, Body Shop Manager, Fleet Repair

SUBJECT: SONATA GDI ENGINE INSPECTION / REPLACEMENT (RECALL CAMPAIGN 132)

SST Information:

Description	Tool Part #	Comment
Torque Wrench Socket	09314-3Q100	Refer to TSB 10-FL-019 for the detailed usage instructions
Injector Combustion Seal Ring Installer	09353-2B000	

Parts Information:

Inspection Results and Required Procedure*	Part Name	Part Number	QTY*
PASS (Inspection with Oil Level Rod Replacement)	Rod Assembly-Oil Level	26611-2G050-QQH	1
NO PASS (Inspection and YF 2.4L Engine Replacement)	YF 2.4L Engine Assembly-Sub	21101-2GK50-QQH	1 each
	YF 2.4L Service Kit	21111-2GK50-QQH	
	Service Kit 2	21111-2GK70-QQH	
NO PASS (Inspection and YF 2.0T Engine Replacement)	YF 2.0T Engine Assembly-Sub	21101-2GK60-QQH	1 each
	YF 2.0T Service Kit	21111-2GK60-QQH	
	Service Kit 2	21111-2GK70-QQH	

NOTE*: Select the appropriate campaign parts for the corresponding inspection results and the applicable vehicle engine type.

Warranty Information:

Model	Op. Code	Operation	Op Time
YF 2.4L and 2.0T	51CA21I0	Inspection with Oil Level Rod Replacement	0.6 M/H
YF 2.4L (non-Turbo)	51CA21R0	Inspection and YF 2.4L Engine Replacement	8.5 M/H
YF 2.0T (Turbo)	51CA21R1	Inspection and YF 2.0T Engine Replacement	8.8 M/H

NOTE: Submit Claim on Campaign Claim Entry Screen.

- Op Code 51CA21I0 includes material allowance reimbursement for 00232-OILCON.
- Op Codes 51CA21R0/51CA21R1 includes material allowance reimbursement for 00232-OILSYN.
- If any part(s) are found in need of replacement while performing Recall Campaign 132, please submit a separate claim using the same Repair Order used for the Recall Campaign 132.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

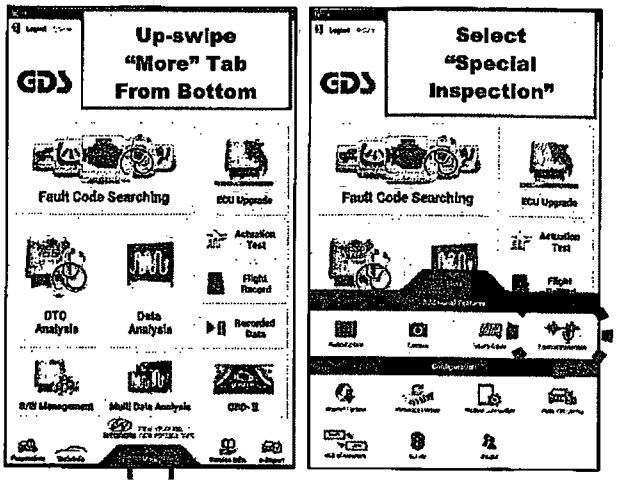
SUBJECT: SONATA GDI ENGINE INSPECTION / REPLACEMENT (RECALL CAMPAIGN 132)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

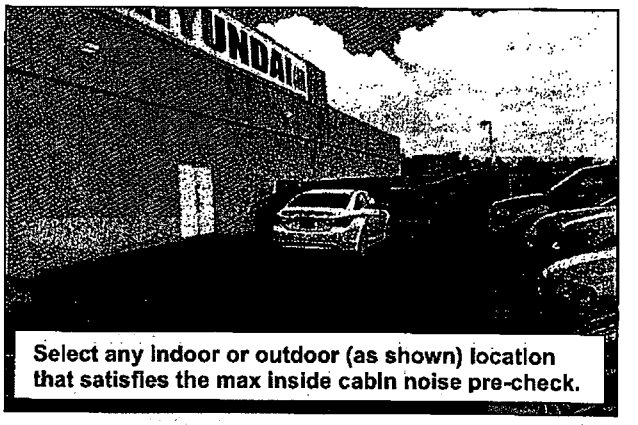
Inspection Procedure:

1. The Inspection Procedure will consist of preparing the vehicle and then performing an Engine Noise Inspection using the "**Special Inspection**" function of the GDS Mobile application.

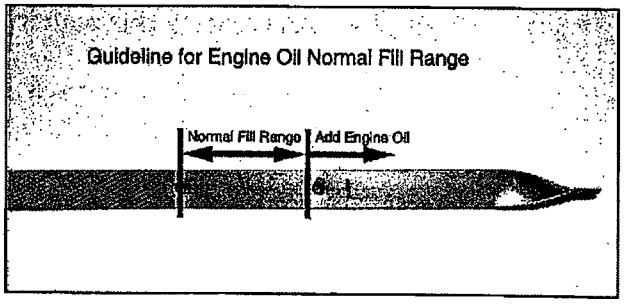
   - Obtain the latest GDS Mobile update.
   - Connect the GDS VCI to vehicle DLC.
   - Open the GDS Mobile App.
   - Swipe up the "More" tab at the bottom.
   - Select the "Special Inspection" function.



2. The Inspection Procedure must be done at a reasonably quiet location. Determine a suitable place to perform the inspection.
   - The location should have minimal background noise from shop tools, loud machinery, ventilation fans, car wash machine/spray booth, vehicle traffic, pouring rain, PA speakers, or people talking nearby.
   - Find a quiet place where cabin noise level (doors and windows closed) with the Engine OFF does not exceed 37 dB(A).


Select any indoor or outdoor (as shown) location that satisfies the max inside cabin noise pre-check.

3. Prior to inspection, the engine should be in a satisfactory running condition.
   - Engine oil level should be in the normal range (shown at right).
     - Use Quaker State 5W-30 conventional type engine oil to adjust the oil level if necessary.
   - Engine idle condition should be normal and can maintain an RPM hold test.



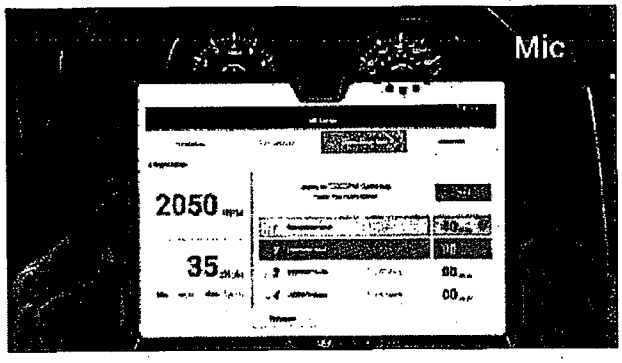
If the engine's running condition is poor, follow any related diagnosis and repair prior to performing this inspection procedure.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

SUBJECT: SONATA GDI ENGINE INSPECTION / REPLACEMENT (RECALL CAMPAIGN 132)

4. Prior to beginning the inspection, the vehicle must be prepared as follows:
   - Engine upper cover is intact and securely installed on top of valve cover.
   - Engine under cover is intact and installed under the engine compartment.
   - Hood is fully closed. All doors, windows, and sunroof are closed.
     - Check if the hood and all door closed position switches function properly.
   - All accessories off, including the audio system.
   - A/C must be off, with blower off, and intake set to RECIRC mode.
   - Engine coolant temperature above minimum temperature 85°C (185°F).
     - If the engine is cold, then warm the engine before testing.

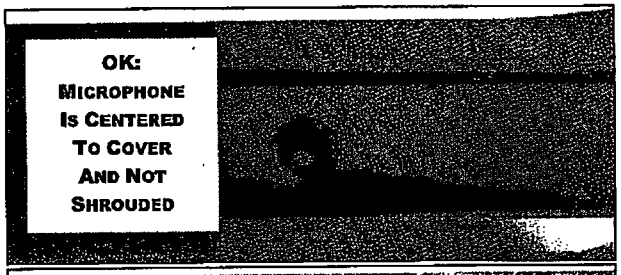
5. Position the GDS Mobile Tablet for inspection:
   - Rotate the GDS Mobile Tablet, so that the microphone (installed at the bottom of the GDS Mobile Tablet) points up towards the windshield and headliner.
   - Align the GDS Mobile Tablet so that it is centered to the steering wheel, but not touching it.

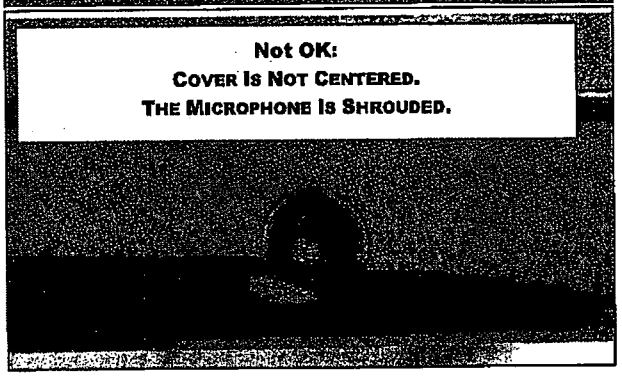


NOTICE

Inspect the GDS Mobile Tablet to verify that the microphone location is not partially shrouded by the cover due to misalignment.

If necessary, remove the cover from the GDS Mobile Tablet and then enlarge the hole with a 3mm drill to prevent the microphone from being shrouded.





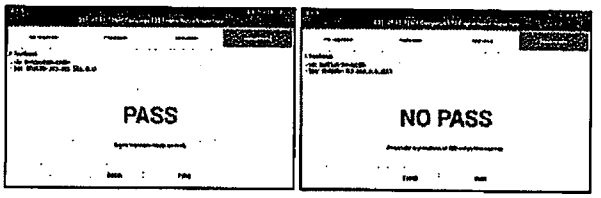
6. Follow the selection menus and on-screen prompts of the "Special Inspection" function to complete the Inspection Procedure.
   - During the 2,000 RPM Engine Noise Inspection steps, do not talk or make additional noise inside the vehicle cabin.

NOTICE

For quality assurance purposes, the audio file of the noise recordings with the results data will be sent to HMA.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

7. After the Inspection Procedure is complete, the application will auto generate a PASS or NO PASS result information.
   - This information will be sent to HMA when the GDS Mobile Tablet is synced to the Wi-Fi network.

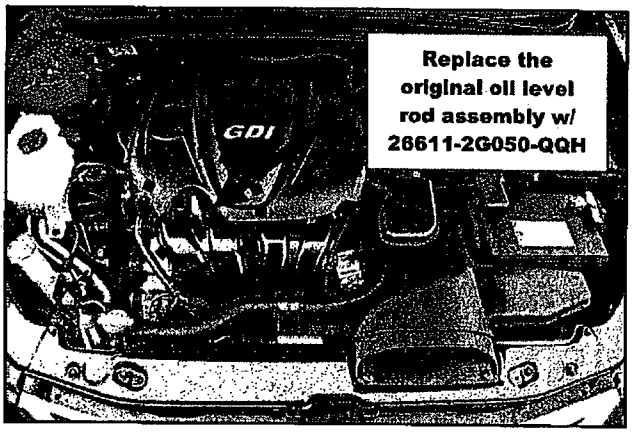


Proceed to the appropriate **Service Procedure** in the following pages that corresponds to the **Inspection Results.**

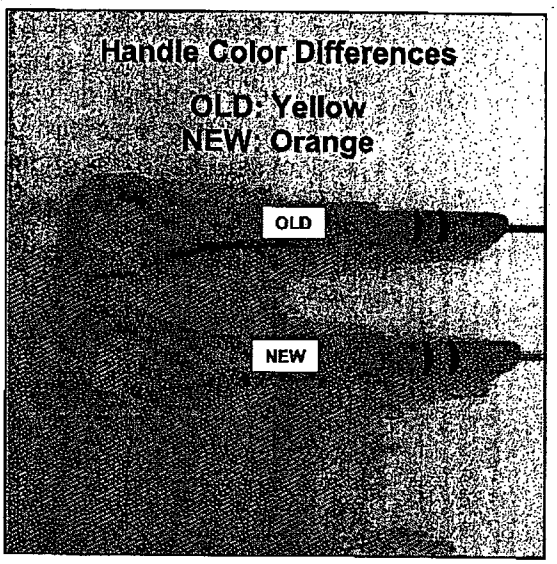
Service Procedure (Inspection Results = PASS):

1. If the inspection results in a **PASS**, then an engine replacement is not required.

   To complete the inspection process for the PASS results, the following must be done:
   - Replace the oil level rod assembly (engine oil dipstick) with the new campaign part.
   - Adjust the engine oil level to near FULL mark.



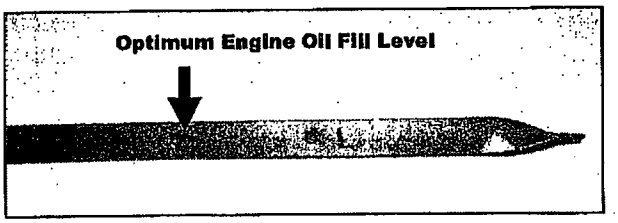




2. Replace the current Oil Level Rod Assembly with the new campaign part.
   - Remove and discard the existing Oil Level Rod Assembly.
   - Install new ORANGE handle Oil Level Rod Assembly (P/N 26611-2G050-QQH)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

3. Adjust the engine oil level to near the "F" mark as shown in the picture.
   - Use Quaker State 5W-30 conventional type engine oil to complete this step.
   - Add 0.42 quarts or more, as required.
   - Do not overfill.



4. The Service Procedure for **Inspection Results = PASS** is now complete at this point.

Service Procedure (Inspection Results = NO PASS):

1. If the inspection results in a **NO PASS**, then some confirmation checks should be considered before determining that an engine replacement is required.

   The following verification steps should be taken to confirm the NO PASS engine condition:

   a) Is the cabin noise level still not exceeding 37 dB(A) with all doors/windows closed and engine OFF?
      - If cabin noise is louder than 37 dB(A) with the engine OFF, then relocate to a quieter ambient area.

   b) Is there any abnormal noise which does not always follow engine RPM and is intermittent?
      - If so, then check for the source of the noise from other components such as the exhaust system, engine mounting points, items from the vehicle interior, lines and harnesses. Adjust or correct as necessary.
      - For 11MY YF 2.4L vehicles built before September 1, 2010, check for fuel delivery tube vibration noise by referring to **TSB 10-BD-007** (ENGINE COMPARTMENT RATTLE DURING ACCELERATION - FUEL TUBE HOLDER). Perform TSB Service Procedure if necessary.

   c) Are there any abnormal noises that may be from engine driven accessories?
      - If necessary to confirm, remove the serpentine belt to isolate all belt driven accessories to the engine assembly. Limit engine run time during any inspection. Correct as necessary.

NOTICE

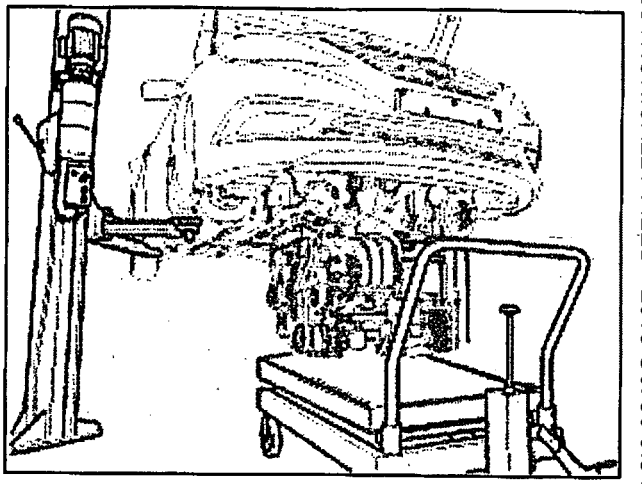
Perform the Inspection Procedure again to confirm if a PASS result can be achieved after any noise contributing issues found during the verification steps have been corrected.

- **If re-inspection results in a PASS:**
  - **Perform Service Procedure (Inspection Results = PASS) on Page 5.**
- **If re-inspection still results in a NO PASS:**
  - **Proceed to following steps below to replace the engine.**

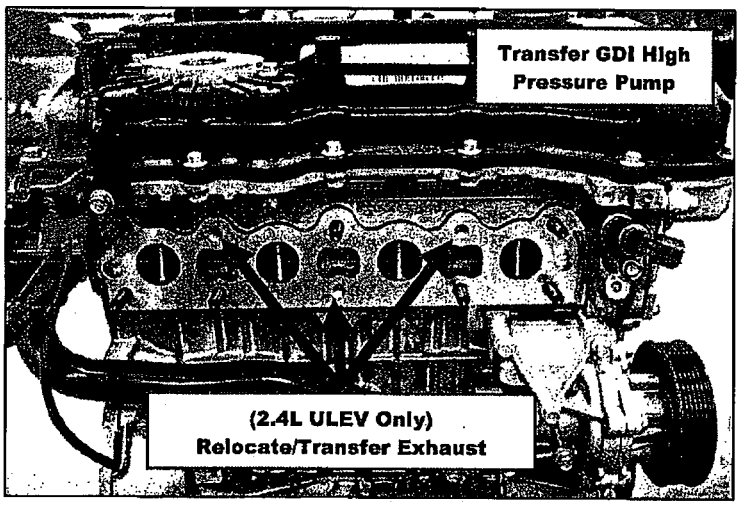
ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

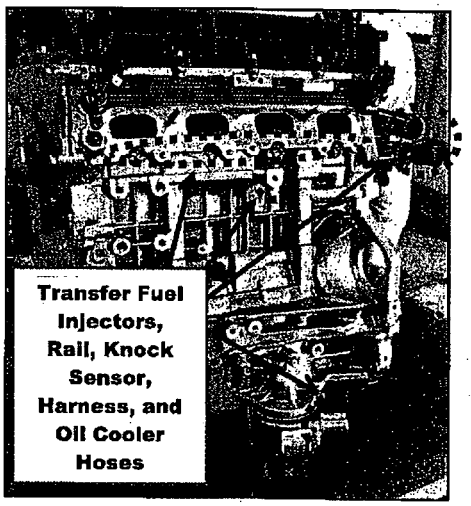
2. Follow the published Service Information from the applicable **Shop Manual** to remove the Sub Engine Assembly from the vehicle.

Shop Manual Section Location:
Engine Mechanical >
Engine And Transaxle Assembly >
Engine And Transaxle Assembly >
Repair Procedures



3. The shipped contents of the service replacement "QQH" Sub Engine Assemblies differ from traditional service replacement engines and must be specially prepared prior to installation.





NOTICE

Some components from the existing engine must be transferred to the new engine. Install all of the newly supplied contents of the applicable Service Kits.

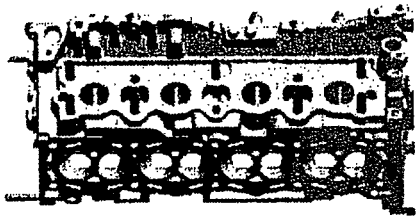
ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

4. **(YF 2.4L with ULEV / FED emissions only)**
All 21101-2GK50-QQH engines are produced with the exhaust manifold studs configured for SULEV / CAL emissions package.

YF 2.4L vehicles with ULEV / FED emissions package require 2 exhaust studs to be relocated on the new engine and 1 exhaust stud transferred over from the old engine.

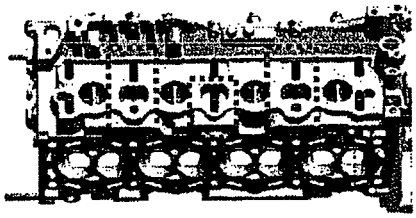
- Use a commercially available stud removal tool or use the double-nut technique to complete this step.

SULEV / CAL Spec



Exhaust Stud Position Relocation Information

ULEV / FED Spec



5. Remove and reinstall the engine Knock Sensor from the existing engine to the new engine.

(Knock Sensor Fastener)
Tightening torque: 21Nm (15.5lb-ft)



6. Follow the published procedure outlined in **TSB 10-FL-019** to remove and reinstall the following GDI high pressure fuel system components from the existing engine to the new engine:
- GDI High Pressure Pump
- Fuel Injectors (4)
- Fuel Delivery (Rail) Pipe

The corresponding Service Kit 2 will supply the required new parts per TSB 10-FL-019 to complete the transfer of the above existing parts.

⚠ CAUTION

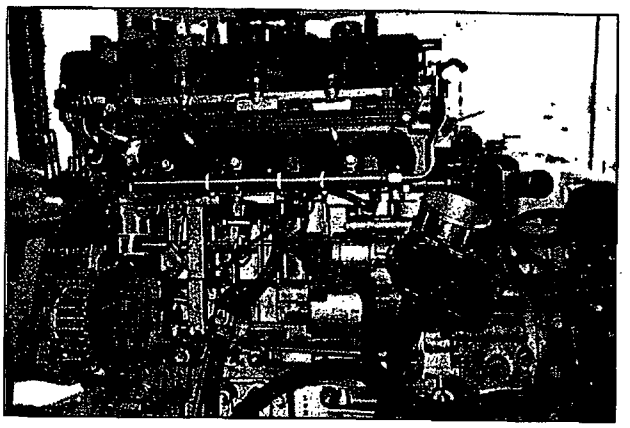
Follow TSB 10-FL-019 carefully and replace the following newly supplied parts from the Service Kit 2:
- **Mounting flange O-ring (for High Pressure Pump)**
- **O-rings, Backup Rings, Washer Seals, Combustion Seal Rings, and clips (for Fuel Injectors)**
- **Fuel Pipe (between High Pressure Pump and Delivery Pipe)**

In addition, Service Kit 2 includes (1) Exhaust Pipe Gasket. Install this new gasket when attaching the front and center muffler assemblies together during the engine installation.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

7. Reconnect and reinstall the engine front harness as shown.

   - Be sure to properly route the opposite end of the harness end down towards the front of the engine.

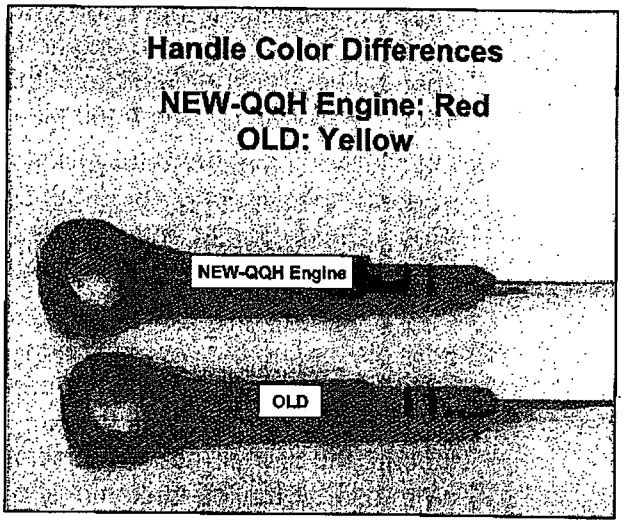


8. Install newly supplied Oil Level Guide and Oil Level Rod Assemblies to the new engine.

   - Be sure to install the NEW Oil Level Guide (Dipstick Tube) to the NEW engine.
   - Install the NEW Oil Level Rod Assembly (Dipstick) to the NEW engine.

NOTICE

Engine is shipped without oil, so the engine oil must be added at a later step.



9. Follow the published Service Information from the applicable **Shop Manual** to reinstall the Sub Engine Assembly from the vehicle.

   Shop Manual Section Location:
   Engine Mechanical >
   Engine And Transaxle Assembly >
   Engine And Transaxle Assembly >
   Repair Procedures

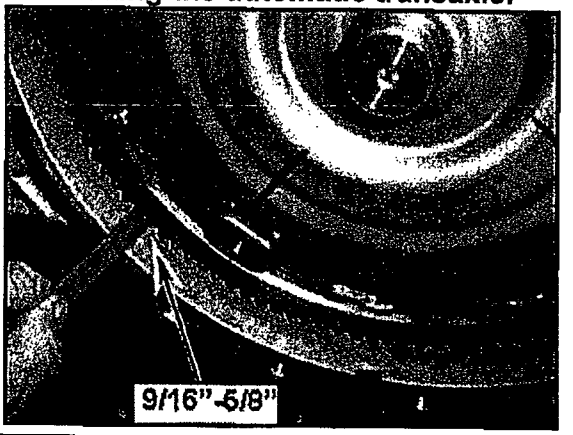
NOTICE

Be sure to replace the following newly supplied parts from the applicable engine Service Kit:

- **Oil Level Rod & Oil Level Guide Assy.**
- **Intake Manifold Gaskets (4)**
- **Exhaust Manifold Gasket**
- **Fuel Tube Assembly**
- **(2.0T Only) Turbo Oil Feed Hose & Pipe**
- **(2.0T Only) Turbo Oil Drain Gasket (2)**
- **(2.0T Only) Oil Drain Gasket**
- **(2.0T Only) Gasket (2)**

NOTICE

If the torque converter has moved from the fully inserted position, carefully push inward and rotate the torque converter until the converter is recessed approximately 9/16 - 5/8" (14 -16 mm) into the transaxle case when reinstalling the automatic transaxle.

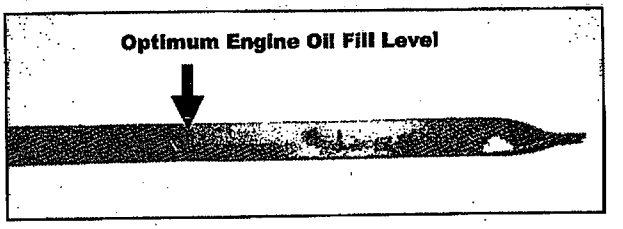


ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

10. Connect the (2) oil coolant hoses between the oil cooler and the water temperature control assembly.
    - Fill the cooling system with 50/50 ~ 70/30 (Water/Anti-Freeze) coolant mixture.

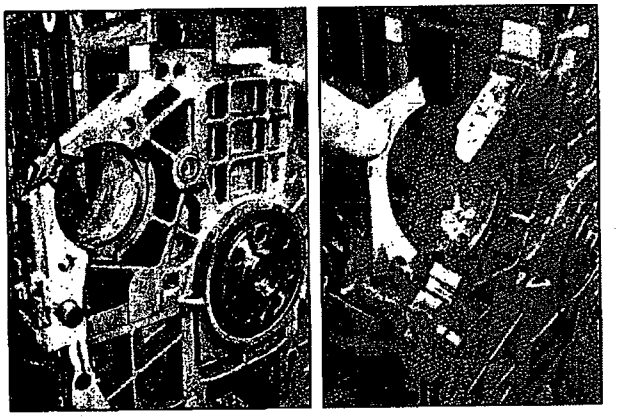
11. Use Quaker State 5W-30 **full synthetic** type engine oil to fill the engine crankcase.
    - Add 5.75 quarts for the initial dry fill of the engine.
    - With the fuel system disabled temporarily, crank the engine for several seconds to prime the lubrication system prior to starting the engine.

12. Start the engine to warm up the engine and begin the cooling system air bleed process.
    - During this time, check for any leaks.
    - After the engine has warmed up to normal operating temperature, wait a few minutes after turning the engine OFF, then adjust the engine oil level to near the "F" mark as shown in the picture.



13. When all fluids have been fully filled and all work quality checks are complete:
    - Relearn the Steering Angle Sensor using the GDS.
    - Reset the engine adaptive values using the GDS.
    - Perform a short road test to relearn the initial adaptive values.
    - Verify normal vehicle drivability.

14. Prior to discarding the removed engine, disable the short block casting to prevent reuse by performing the following:
    - Locate the starter motor mounting tab.
    - With a large mallet, strike firmly at the center of the tab (as shown in **RED**) to break off the mounting tab.



⚠ CAUTION

Always wear eye protection and perform this step in an open area with ample free space.

15. The Service Procedure for Inspection Results = **NO PASS** is now complete at this point.

Ex. H

Hilton Head HYUNDAI

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ., OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

SALESPERSON NO.

S E R V I C E

STATE REG# 1

METHOD OF PAYMENT: ☐ CASH ☐ CHECK ☐ M.C. ☐ VISA ☐ AMX
BASIS FOR CHARGE: ☐ FLAT RATE ☐ HRLY RATE ☐ BOTH
RETAIN PARTS: ☐ YES ☐ NO
APPOINTMENT: ☒ Yes ☐ No

VEHICLE I.D. NO.	YEAR/MAKE/MODEL	PRODUCTION DATE	STOCK NO.	LICENSE NO.	R. O. NO.
5NPEB4AC8CH483101	12/HYUNDAI/SONATA/4DR SDN 2.4L LTD				723102

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328
Florida experiment @ Richard.com

CUSTOMER NO.	SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO.	R. O. DATE
258538					05/24/17

COLOR	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	TAG NO.
				023

TURBO	M/MC	AIR COND.	P.S.	TRANS	MILEAGE	ADVISOR NO.	ADVISOR
N	HYZZ	Y	Y	A	84,944	4454	CODY JOHNSON

RESIDENCE PHONE: 706 268 3959 | BUSINESS PHONE:
TIME RECEIVED: 09:03am | DATE/TIME PROMISED: 05/24/17 07:00pm | PRIORITY: 3
LABOR RATE:
678 855 2975

I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle.
Customer hereby acknowledges that he/she has thoroughly read this Repair Order, understands and agrees with its terms, including the fact this agreement is subject to binding arbitration. Customer has received a completely filled in copy of this order and agreement.

X

JOB

ORIGINAL CUSTOMER ESTIMATE: TOTAL 2641

1 + W 99HYZ03 **HYUNDAI CAMPAIGN**
132 Y ENGINE INSPECTION/REPLACE-TSB#15-01-048
TECHNICIAN PERFORM CAMPAIGN PER SPECS

2 + W 99HYZ04 **HYUNDAI CAMPAIGN**
935 50CA03R0 - SONATA ECM UPDATE-DTC P0087 (15-01-010)
TECHNICIAN PERFORM CAMPAIGN PER SPECS

3 + W 99HYZ05 **HYUNDAI CAMPAIGN**
123 Y 41CA06R0 - SHIFT LEVER CABLE (TSB#14-01-033)
TECHNICIAN PERFORM CAMPAIGN PER SPECS

4 + W 99HYZ **RECALL**
160 Y ANCHOR PRETENSIONER INSP (TSB#17-01-025)
TECHNICIAN PERFORM CAMPAIGN PER SPECS

0107J723102

SHOP SUPPLIES FEE

* A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

SERVICE GUARANTEE

ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

STORAGE CHARGES:

No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $45.00.

CANCELLATION OF REPAIRS:

In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waivers reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

REPAIRS PROPERLY COMPLETED & CHECKED BY:

AUTHORIZED REPRESENTATIVE

The Reynolds and Reynolds Company ERAINTWO2E CC660245 Q (06/16)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COUNTY OF JASPER - CLERK OF COURT
SF687735 Q (07/16)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CR2700386

UNIGET | The Reynolds and Reynolds Company | UNISET

SPECIAL PARTS ORDER FORM

Hilton Head Hyundai
51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
Ph. 843-208-1234 Fax 843-208-1244

DATE 5/24/17

SVC. ADV. Cody

TECH. or R.O.# 723102 | Matt

PHONE #

PAD	CIO	VIP	SSO
CONTROL NUMBER			
723102-264			

Not Billed

Greg Hackney

Dear Customer,

The items we ordered for you arrived in our parts dept. today. Please arrange to pick them up or call our service dept. and arrange for an appointment to have them installed as soon as possible. If we do not hear from you within 14 days from this date ..... items will automatically be returned to manufacturer.

NOTE: Please bring this card with you when you pick up your order.

SERVICE DEPT.	BODY SHOP	NEW-USED CAR DEPT.	WHOLESALE	RETAIL

QTY.	PART NUMBER	DESCRIPTION	DATE IN	P.D.C.	ORDER #
1	21101-2GK50-QQH	Engine			
1	21111-2GK50-QQH	kit			
1	21111-2GK70-QQH	kit			

Billed 6/9

YEAR	MAKE	MODEL	SERIAL NUMBER	TRIM NUMBER
12		Son	CH483101	

THANK YOU

The Reynolds and Reynolds Company RO6183240 (12/13)

ORDERED BY: PARTS SALESMAN Hassan (FIRST) LAST(NAME)

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM-JASPER COMMON PLEAS-CASE#2017CP2703386

0107IHYWS723102

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ., OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
258538	MICKEY HARVEST 3618	023	06/29/17	HYWS723102

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		84,944	/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
5 N P E B 4 A C 8 C H 4 8 3 1 0 1		

F. T. E. NO.	P.O. NO.	R.O. DATE
		05/24/17

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
678-855-2975		MO: 84945

JOB# 1 CHARGES

LABOR

J# 1+99HYZ03 HYUNDAI CAMPAIGN HOURS: 8.50 TECH(S):2641 892.50

TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
2641	06/21/17	10.00	16.10	6.10	0.00	FINISHED
2641	06/21/17	0.00	0.00	0.00	8.50	OVERRIDE IN INVOICING
		TOTAL TECH TIME		6.10	8.50	

132 Y ENGINE INSPECTION/REPLACE-TSB#15-01-048
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
REPLACED ENGINE PER CAMPAIGN
ENGINE FAILED INSPECTION, TECH REPLACED ENGINE ASSEMBLY

CLAIM #	WARRANTY OP. CODES	FLAT HRS.	OTHER HRS.	FC	AUTH. CODE	CLAIM TYPE
23102A	51CA21R0	8.50				CPN

PARTS	QTY	FP	NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
	1	*	21101-2GK50-QQH	ENGINE ASSY-SUB	3103.17	3103.17	4344.44	4344.44
	1		21111-2GK50-QQH	SERVICE KIT	64.11	64.11	89.75	89.75
	1		21111-2GK70-QQH	SERVICE KIT	36.49	36.49	51.09	51.09
				COST TOTAL	3203.77			
						TOTAL - PARTS		4485.28

JOB# 1 TOTALS

LABOR	892.50
PARTS	4485.28
JOB# 1 JOURNAL PREFIX HYWS JOB# 1 TOTAL	5377.78

JOB# 2 CHARGES

LABOR

J# 2+99HYZ04 HYUNDAI CAMPAIGN HOURS: 0.30 TECH(S):2641 31.50

TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
2641	06/21/17	16.10	24.00	7.90	0.00	NON WORKING
2641	06/22/17	8.30	8.80	0.50	0.30	OVERRIDE IN INVOICING
2641	06/22/17	0.00	0.00	0.00	0.00	FINISHED
		TOTAL TECH TIME		8.40	0.30	

935 50CA03R0 - SONATA ECM UPDATE-DTC P0087 (15-01-010)
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
UPDATED ENGINE CONTROL MODULE

CLAIM #	WARRANTY OP. CODES	FLAT HRS.	OTHER HRS.	FC	AUTH. CODE	CLAIM TYPE
23102B	50CA03R0	0.30				CPN

JOB# 2 TOTALS

LABOR	31.50
JOB# 2 JOURNAL PREFIX HYWS JOB# 2 TOTAL	31.50

SERVICE GUARANTEE
ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

SHOP SUPPLIES FEE
A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

STORAGE CHARGES:
No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $45.00

CANCELLATION OF REPAIRS:
In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waivers reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

Arnolds and Reynolds Company ERAINTHVE CC660279 O (06/16)

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

0107IHYWS723102

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ., OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
258538	MICKEY HARVEST 3618	023	06/29/17	HYWS723102

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		84,944	/	

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
5 N P E B 4 A C 8 C H 4 8 3 1 0 1		

F. T. E. NO.	P.O. NO.	R.O. DATE
		05/24/17

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
678-855-2975		MO: 84945

JOB# 3 CHARGES

LABOR

J#:3+99HYZ05 HYUNDAI CAMPAIGN HOURS: 0.30 TECH(S):2641 31.50

TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
2641	06/22/17	8.80	8.90	0.10	0.00	FINISHED
2641	06/22/17	0.00	0.30	0.00	0.30	OVERRIDE IN INVOICING
		TOTAL TECH TIME		0.10	0.30	

123 Y 41CA06R0 - SHIFT LEVER CABLE (TSB#14-01-033)
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
INSTALLED SHIFT LEVER CABLE CLIP

CLAIM #	WARRANTY OP. CODES	FLAT HRS.	OTHER HRS.	FC	AUTH. CODE	CLAIM TYPE
23102C	41CA06R0	0.30				CPN

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
	1 *	14611-08003-QQH	RING-RETAINER	0.25	0.25	0.35	0.35
				COST TOTAL	0.25		
					TOTAL - PARTS		0.35

JOB# 3 TOTALS

LABOR	31.50
PARTS	0.35
JOB# 3 JOURNAL PREFIX HYWS JOB# 3 TOTAL	31.85

JOB# 4 CHARGES

LABOR

J#:4+99HYZ RECALL HOURS: 0.20 TECH(S):2641 17.70

TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
2641	06/22/17	8.90	9.00	0.10	0.00	FINISHED
2641	06/22/17	0.00	0.00	0.00	0.20	OVERRIDE IN INVOICING
		TOTAL TECH TIME		0.10	0.20	

160 Y ANCHOR PRETENSIONER INSP (TSB#17-01-025)
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS
TECHNICIAN PERFORM CAMPAIGN PER SPECS ALL OK

CLAIM #	WARRANTY OP. CODES	FLAT HRS.	OTHER HRS.	FC	AUTH. CODE	CLAIM TYPE
23102D	71CA10R0	0.20				CPN

JOB# 4 TOTALS

LABOR	17.70
JOB# 4 JOURNAL PREFIX HYWS JOB# 4 TOTAL	17.70

JOB# 7 CHARGES

LABOR

J#:7+70HYZ03 RENTAL HOURS: TECH(S):2641 0.00

SERVICE GUARANTEE
ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

SHOP SUPPLIES FEE
A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

STORAGE CHARGES:
No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $45.00

CANCELLATION OF REPAIRS:
In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waivers reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

The Reynolds and Reynolds Company ERAINTHVE CC660279 O (06/16)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM JASPER COMMON PLEAS CASE#2017CP2703366

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#: 2017CP2703336

0107IHYWS723102

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1, ET SEQ., OR, IF AND ONLY IF THE FAA DOES NOT APPLY, THEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10, ET SEQ. THE TERMS AND CONDITIONS OF ARBITRATION ARE CONTAINED IN THE DEALERSHIP'S ARBITRATION POLICIES AND PROCEDURES.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
258538	MICKEY HARVEST 3618	023	06/29/17	HYWS723102

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		84,944	/	

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
5NPEB4AC8CH483101		

F.T.E. NO.	P.O. NO.	R.O. DATE
		05/24/17

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
678-855-2975		MO: 84945

JOB# 7 CHARGES

LABOR

TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
2641	06/22/17	9.00	9.00	0.00	0.00	FINISHED
2641	06/22/17	0.00	0.00	0.00	0.00	FINISHED
		TOTAL TECH TIME		0.00	0.00	

CUSTOMER IN RENTAL WHILE CAMPAIGNS ARE PERFORMED
CUSTOMER IN RENTAL WHILE CAMPAIGNS ARE PERFORMED
CUSTOMER IN RENTAL WHILE CAMPAIGNS ARE PERFORMED
CUSTOMER LIVES OUT OF TOWN AND IS ON VACATION UNTIL 7/10/17

CLAIM #	WARRANTY OP. CODES	FLAT HRS.	OTHER HRS.	FC	AUTH. CODE	CLAIM TYPE
23102E	21101AZZ					WAR

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
	640057		06/29/17	RENTAL	1440.00
				TOTAL - SUBLET	1440.00

JOB# 7 TOTALS

SUBLET	1440.00
JOB# 7 JOURNAL PREFIX HYWS JOB# 7 TOTAL	1440.00
R/O TAX	0.00
R/O TOTALS	6898.83

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	LABOR	PARTS	SUB.LAB.	SUB.PART	GOG	MISC	TAX	TOTAL
23102A	892.50	4485.28	0.00	0.00	0.00	0.00	0.00	5377.78
23102B	31.50	0.00	0.00	0.00	0.00	0.00	0.00	31.50
23102C	31.50	0.35	0.00	0.00	0.00	0.00	0.00	31.85
23102D	17.70	0.00	0.00	0.00	0.00	0.00	0.00	17.70
23102E	0.00	0.00	1440.00	0.00	0.00	0.00	0.00	1440.00
CLAIM TOTALS	973.20	4485.63	1440.00	0.00	0.00	0.00	0.00	6898.83

APPROVED BY SIGNATURE

SERVICE GUARANTEE
ORIGINAL EQUIPMENT FACTORY PARTS REPLACED OR INSTALLED CARRY A 12 MONTH OR 12,000 MILE WARRANTY UNLESS OTHERWISE NOTED. ALL PARTS NEW UNLESS OTHERWISE INDICATED.

SHOP SUPPLIES FEE
A SERVICE SHOP FEE EQUAL TO 11% OF THE LABOR CHARGE FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON OUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC.

STORAGE CHARGES:
No storage charge shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $45.00

CANCELLATION OF REPAIRS:
In the event the customer cancels the repair work, the vehicle shall be reassembled to a condition reasonably similar as when received unless the customer waivers reassembly or the reassembled vehicle would be unsafe. The repair shop may charge for the cost of teardown, the cost of parts and labor to replace items destroyed by teardown and the cost to reassemble the vehicle.

The Reynolds and Reynolds Company ERAINTINVE CC660279 O (06/16)

RRANTY COPY

[END OF INVOICE] 12:03pm

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

QUOTE

HILTON HEAD HYUNDAI
51 AUTO MALL BLVD HARDEEVILLE, SC 29927
PHONE 843-208-1234 EXT 4054 FAX 866-449-2560
MHARVEST@HILTONHEADHYUNDAI.COM

INVOICE #723102

TO GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPINGS, GA 30328

SERVICE ADVISOR	CLAIM#	PAYMENT TERMS	DUE DATE
MICKEY HARVEST		Due on receipt	

QTY	DESCRIPTION	LABOR	PART PRICE
	LEFT FRONT CV AXLE 49500-3Q300	172.50 ✓	355.98
	RIGHT FRONT CV AXLE 49501-3Q360	172.50 ✓	355.98
	RADIATOR CORE SUPPORT 64101-3Q001	575.00 ✓	722.98
	MUFFLER ASSEMBLY 28710-3Q001	115.00 ✓	573.94
1	TIRE 2171893 205/65/R16	30.00 ✓	168.00
	LEFT FRONT WHEEL LINER 86811-3Q500	57.50 ✓	117.54
	~~FRONT BUMPER ASSY, CENTER 86511-3Q000~~	~~220.00~~	332.92
	ALIGNMENT	89.95 ✓	
	PAINT FRONT BUMPER	~~385.00~~	
	MISC SHOP FEES	45.00	
		SUBTOTAL	4639.79
		SALES TAX	231.06
		TOTAL	4870.85

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

Thank you for your business!

Ex. K

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

NRAM

NRAM COLLISION CENTER

1667 N Okatie Hwy, RIDGELAND, SC 29936
Phone: (843) 645-5500
FAX: (843) 645-6311

Workfile ID: 800a798d
Federal ID: 90-1013014

Preliminary Estimate

Customer: HACKNEY, GREG

Written By: Leslie Jarrell

Insured: HACKNEY, GREG
Type of Loss: Other
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
HACKNEY, GREG
30 OLD VERMONT PLACE
SANDY SPRINGS, GA 30328
(678) 855-2975 Cell

Inspection Location:
NRAM COLLISION CENTER
1667 N Okatie Hwy
RIDGELAND, SC 29936
Repair Facility
(843) 645-5500 Business

Insurance Company:
Self Pay | Geico

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN: 5NPEB4AC8CH483101
License: RAK9904
State: GA

Interior Color:
Exterior Color: SILVER
Production Date: 2/2012

Mileage In: 84,950
Mileage Out:
Condition: Fair

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
SEATS
Cloth Seats
Bucket Seats
WHEELS
Wheel Covers
PAINT
Clear Coat Paint
OTHER
Traction Control
Stability Control
Power Trunk/Gate Release

Ex. K

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Customer: HACKNEY, GREG

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 7/17/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Preliminary Estimate

Customer: HACKNEY, GREG

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Preliminary Estimate

Customer: HACKNEY, GREG

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	Keystone-Insurance-A-North Charleston 4550 RIVERS AVENUE NORTH CHARLESTON SC 29405 (800) 821-6701 (843) 552-4303	#HY1000183PP A/M CAPA Bumper cover	$ 251.00

GEICO COMMERCIAL CLAIMS 03

Claim #: 0127204670101050-01

Claim Summary

Owner: Greg Hackney
Vehicle Year: 2012 Make: HYUN Model: Sonata GLS Automatic
Body Style: 4D SED Engine: 4-2.4L Gasoline Direct Injection

Insurance Information

Adjuster:	Buck Abele	Appraiser:	ABELE, WILLIAM
Adjuster License #:		Appraiser License #:	372421
Policy #:	4417992924		

Vehicle Owner

Insured:	Greg Hackney	Loss Type:	Collision
Owner:	Greg Hackney 30 Old Vermont Pl Atlanta, GA 30328	Evening:	(678) 855-2975

Vehicle Information

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4AC8CH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good	Drivable:	No
Primary Impact Point:	Undercarriage				
Secondary Impact Point:					

Inspection Information

Place of Inspection:	Hilton Head Hyundai
Address:	Hilton Head Hyundai 51 Auto Mall Blvd, Hardeeville, SC 29927

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

GEICO COMMERCIAL CLAIMS 03

Claim #: 0127204670101050-01

Claim Summary

Owner: Greg Hackney
Vehicle Year: 2012 Make: HYUN Model: Sonata GLS Automatic
Body Style: 4D SED Engine: 4-2.4L Gasoline Direct Injection

Estimate to Repair

Estimate	$ 5,561.50
Taxable Subtotal	$ 5,561.50
Tax	310.74
Non-Taxable Subtotal	$ 5,872.24
Betterment	0.00
Deductible	1,000.00
Appearance Allowance	0.00
0% Negligence	0.00
Calculated Net Loss	$ 4,872.24

LKQ Parts Not Included
A/M Parts Included
Opt OEM Parts Not Included
Recond Parts Not Included

Total Loss Valuation

Vehicle Valuation	$ 0.00
Supp. Taxable Adjustments	0.00
Taxable Subtotal	$ 0.00
Tax	0.00
Supp. Non-Taxable Adjustments	0.00
Non-Taxable Subtotal	$ 0.00
Owner Retained Salvage	0.00
Deductible	1,000.00
0% Negligence	0.00
Calculated Net Loss	$ -1,000.00

Vehicle Valuation Request#

Settlement Information

Settlement Type:	Repairable
Negotiated Settlement:	$ 4,872.24
Settlement Outstanding:	$ 4,872.24

Comments

Events

5/23/2017		Loss occurred
6/23/2017		Date assigned.
6/23/2017		Loss reported
6/23/2017	1:06 PM	Assignment Retrieved.
6/28/2017	9:26 AM	Workfile Created. Comments: Workfile was created.
6/28/2017	9:29 AM	Date Vehicle Owner Contacted on Collision Estimate
6/28/2017	9:31 AM	First preliminary estimate line written.
6/28/2017	9:39 AM	On Demand request of Recycled Part data sent
6/28/2017	9:39 AM	Advisor report on estimate requested
6/28/2017	9:40 AM	Recycled Parts added. Comments: Recycled Part data files added to the workfile.
6/28/2017	9:40 AM	Advisor report on estimate received
6/28/2017	9:41 AM	Vehicle Identity Solutions request sent.
6/28/2017	9:41 AM	Vehicle Identity Solutions received.
6/28/2017	9:41 AM	Vehicle Equipment Report request sent.
6/28/2017	9:41 AM	Vehicle Equipment Report received.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

GEICO COMMERCIAL CLAIMS 03

Claim #: 0127204670101050-01

Claim Summary

Owner: Greg Hackney
Vehicle Year: 2012 Make: HYUN Model: Sonata GLS Automatic
Body Style: 4D SED Engine: 4-2.4L Gasoline Direct Injection

6/28/2017	9:42 AM	Factory Build Sheet request sent.
6/28/2017	9:42 AM	Factory Build Sheet received.
6/28/2017	9:44 AM	Advisor report on estimate requested
6/28/2017	9:44 AM	Advisor report on estimate received
6/28/2017	9:44 AM	Advisor report on estimate requested
6/28/2017	9:44 AM	Advisor report on estimate received
6/28/2017	9:44 AM	Advisor report on estimate requested
6/28/2017	9:44 AM	Advisor report on estimate received
6/28/2017	9:45 AM	Advisor report on estimate requested
6/28/2017	9:45 AM	Advisor report on estimate received
6/28/2017	9:45 AM	Estimate of Record created.
6/28/2017	9:45 AM	Estimate report file created.
6/28/2017	9:45 AM	Workfile was placed in the Out Box.
6/28/2017	9:45 AM	Workfile state changed from Assigned to Inspected.
6/28/2017	9:45 AM	Claim Summary file created.
7/27/2017	12:09 PM	Preliminary Supplement 1 Created. Comments: Preliminary Supplement 1 Created.
7/27/2017	12:12 PM	On Demand request of Recycled Part data sent
7/27/2017	12:12 PM	Advisor report on estimate requested
7/27/2017	12:12 PM	Recycled Parts added. Comments: Recycled Part data files added to the workfile.
7/27/2017	12:12 PM	Advisor report on estimate received
7/27/2017	12:26 PM	On Demand request of Recycled Part data sent
7/27/2017	12:26 PM	Advisor report on estimate requested
7/27/2017	12:26 PM	Recycled Part request error. An unexpected server error was detected.
7/27/2017	12:26 PM	Estimate report file created.
7/27/2017	12:26 PM	Workfile was placed in the Out Box.
7/27/2017	12:26 PM	Claim Summary file created.
7/27/2017	12:26 PM	Supplement of Record 1 created. Comments: Supplement of Record 1 created.
7/27/2017	12:26 PM	Workfile state changed from Assigned to Inspected.
9/6/2017	9:10 AM	Preliminary Supplement 2 Created. Comments: Preliminary Supplement 2 Created.
9/6/2017	9:11 AM	First UPD estimate line written.
9/6/2017	9:21 AM	On Demand request of Recycled Part data sent
9/6/2017	9:21 AM	Advisor report on estimate requested
9/6/2017	9:22 AM	Recycled Parts added. Comments: Recycled Part data files added to the workfile.
9/6/2017	9:22 AM	Advisor report on estimate received
9/6/2017	9:23 AM	Advisor report on estimate requested
9/6/2017	9:23 AM	Advisor report on estimate received
9/6/2017	9:23 AM	Advisor report on estimate requested
9/6/2017	9:23 AM	Advisor report on estimate received
9/6/2017	9:24 AM	Advisor report on estimate requested

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

GEICO COMMERCIAL CLAIMS 03

Claim #: 0127204670101050-01

Claim Summary

Owner: Greg Hackney
Vehicle Year: 2012 Make: HYUN Model: Sonata GLS Automatic
Body Style: 4D SED Engine: 4-2.4L Gasoline Direct Injection

9/6/2017	9:24 AM	Advisor report on estimate received
9/6/2017	9:24 AM	Supplement of Record 2 created. Comments: Supplement of Record 2 created.
9/6/2017	9:24 AM	Estimate report file created.
9/6/2017	9:24 AM	Workfile was placed in the Out Box.
9/6/2017	9:24 AM	Workfile state changed from Assigned to Inspected.
9/6/2017	9:24 AM	Claim Summary file created.
9/26/2017	9:11 AM	Date Supplement 3 Requested by Repair Facility
9/26/2017	9:12 AM	Date Supplement Received by Adjuster
9/27/2017	9:07 AM	Preliminary Supplement 3 Created. Comments: Preliminary Supplement 3 Created.
9/27/2017	9:11 AM	On Demand request of Recycled Part data sent
9/27/2017	9:11 AM	Advisor report on estimate requested
9/27/2017	9:11 AM	Advisor report on estimate received
9/27/2017	9:11 AM	Recycled Parts added. Comments: Recycled Part data files added to the workfile.
9/27/2017	9:12 AM	Date Supplement 3 Inspected by Adjuster
9/27/2017	9:12 AM	Date Vehicle Owner Contacted on Collision Estimate
9/27/2017	9:12 AM	Date Supplement 3 Approved by Adjuster
9/27/2017	9:12 AM	Date Supplement 3 Paid by Adjuster
9/27/2017	9:12 AM	Vehicle Identity Solutions received.
9/27/2017	9:12 AM	Vehicle Identity Solutions request sent.
9/27/2017	9:23 AM	Advisor report on estimate received
9/27/2017	9:23 AM	Advisor report on estimate requested
9/27/2017	9:24 AM	Supplement of Record 3 created. Comments: Supplement of Record 3 created.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

IN THE STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF JASPER	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai, Plaintiff, v. Greg S. Hackney, Defendant.	**C. A. No. 2017-CP-27-00386** **PLAINTIFF'S FIRST REQUESTS TO ADMIT TO DEFENDANT**

TO: DEFENDANT, GREG S. HACKNEY

Plaintiff, First Team Hyundai, LLC dba Hilton Head Hyundai, by and through its undersigned counsel, hereby serves the following First Requests for Admissions in accordance with Rule 36 of the South Carolina Rules of Civil Procedure. You are required to serve a response to each of these Requests, separately and fully in writing under oath within thirty (30) days from the date of service hereof, in the manner and within the time constraints set forth in the Rules and serve a copy of the responses upon the undersigned by sending it to the offices of Bradford Neal Martin & Associates, PA, Post Office Box 10410, Greenville, South Carolina 29603. **Failure to respond within the time set forth under the South Carolina Rules of Civil Procedure will be deemed an admission.**

DEFINITIONS AND INSTRUCTIONS

A. The words **You, Your, Yours,** and **Defendant** shall refer to the Defendant, Greg S. Hackney, and his attorney or counsel, any person who has acted on his behalf and any person or entity over whom he has control or influence.

B. The words **Plaintiff, Us,** and **Hilton Head Hyundai** shall refer to the Plaintiff First Team Hyundai, LLC dba Hilton Head Hyundai.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

C. The word **Complaint** shall mean the complaint filed by the Plaintiff in the above-captioned action.

D. The word **Person** or **Persons** shall mean natural persons, corporations, entities, agencies, subordinates, affiliates, organizations, groups, associations, and all partnerships and other business entities, including but not limited to companies, limited liability companies, corporations, joint ventures, proprietorships, agencies, boards, and commissions, and the acts and knowledge of a person shall include the acts and knowledge of that person's directors, officers, members, employees, representatives, agents, and attorneys.

E. The word **Document** shall include the meaning and scope as the words **documents** and **tangible things** appearing in the South Carolina Rules of Civil Procedure, specifically Rule 34, and shall also include any tangible thing and any information and repository of information of any kind (irrespective of whether the information is stored in an electronic, magnetic or other format) and shall further include, without limiting the above, the original and every non-identical copy (whether different from the original because of handwritten notes or underlining or check marks on the copy or otherwise) of every paper or other record, regardless of origin or location, whether sent or received or made or used internally, in whatever form, in the possession, custody or control of **Defendant** or prepared by or for **Defendant**, including without limitation, printed, typed or handwritten materials, letters, correspondence, memoranda, minutes of meetings, bulletins, computer hard drives, reports, specifications, telegrams, notes, notebooks, scrapbooks, plats, sketches, confirmation sheets, fax cover sheets, brochures, business cards, paychecks, checks, letters of credit, engagement letters, contracts, agreements, letters of understanding, information from computer screens (reduced to writing), diaries, calendars, worksheets, message pads, memorandum, summaries, transcripts, contracts, exhibits to contracts, records, purchase orders, invoices, lists, inventories, interoffice communications, delivery receipts, warranties, advertisements, fliers, promotional literature, computer sheets, cards, medical records, health care provider records, physicians notes, mental health counseling, programs or printouts, drawings, graphs, tables, charts, photographs or sound recordings, tape or other electronic or electromagnetic records and instructions, and shall include drafts or non-final versions of the foregoing, and any and all other tangible things related in any fashion to the litigation.

F. **And** as well as **Or** shall mean **and/or** and should be construed either conjunctively or disjunctively so as to bring within the scope of these Interrogatories any information which would otherwise be construed to be outside their scope.

G. **Communication** shall mean any gesture or contact, oral or written, formal or informal, at any time or place, under any circumstances, in any manner, whereby a statement or information of any nature is transmitted, disclosed, exchanged or transferred, and shall include, without limitation, any documents containing, constituting, reflecting, memorializing, referring or relating to any such contact and information transmission.

H. As used herein, **Identify** shall mean:

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

(1) in reference to any person, to state the full name and present address of that person, and, in the case of natural persons, his or her present or last known business position as well as his or her business position at the time in question;

(2) in reference to any document, to state its date, date of receipt, present location and nature (e.g., letter, memorandum, etc.) and any identifying label, marking, number, name or title; to state its author(s), recipient(s), and present custodian; and to describe its contents briefly;

(3) in reference to any communication, to state the date and location of the communication, to identify the person making it, the persons to whom it was addressed, and all other persons present when the communication was made; and to describe briefly the content of the communication; and

(4) in reference to any act or instance, to state the nature of the act or instance, to state the date on which it occurred and where it took place, and to identify the person or persons involved.

I. As used herein, **state with specificity** means to provide a detailed narrative description of the facts which support a contention and, in so doing, to identify each person, document, oral communication, act or instance as explained in H above.

J. If a document is responsive to a request for identification and is in **Your** control, but is not in **Your** possession or custody, identify the document and the person with possession or custody.

K. If any document which is responsive to a request for identification was, but is no longer, in **Your** possession or subject to **Your** control or is no longer in existence, in addition to the information required in the instructions above, state whether it is:

(1) missing or lost;

(2) destroyed;

(3) transferred to control or possession of another person; or

(4) otherwise disposed of, and in any such instance Identify the surrounding circumstances of each disposition, including the identity of the person(s) who authorized and/or effected the destruction, transfer or disposition of the document(s), the approximate date of disposition, and, if known, also state the present location and custodian of such document(s).

L. If any information is requested on a calendar year basis and **Your** fiscal year differs from a calendar year basis, it will be acceptable to so state, identify the fiscal year used, and supply the requested information on a fiscal year basis if such information is more readily available in that form.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

M. If a claim or privilege is asserted as to any **Document, Communication,** or other information for which any identification is required by these Interrogatories, please identify such **Document, Communication,** or information and those persons with knowledge regarding any facts contained in or the substance of said **Document, Communication,** or information so as to allow us to bring the matter before the Court. **Communication** shall be deemed to be adequately described for this purpose if the following information is provided:

(1) the nature of the privilege claimed (privilege as used herein shall include work product);

(2) the identity and position of the person(s) supplying the information on which the communication is based;

(3) in the case of written communications, the approximate date the document was prepared, its title, the type of document (e.g., letter, memo, etc.), addresses, and the name and position of each person, other than attorneys representing the Plaintiff in connection with this lawsuit, to whom the contents of the document have been communicated by copy, exhibition, reading or substantial summarization;

(4) in the case of oral communications, the location and approximate date of each such communication, the identity of each person who was a party to the communication, and the identity of each person, other than attorneys representing the Plaintiff in connection with this lawsuit, to whom the content or substance of the communication, or any part thereof, has been communicated; and

(5) a brief description or summary of the contents or substance of the communication sufficient to explain the basis for the claim of privilege.

N. If the **Defendant** lacks full knowledge required to respond to an Interrogatory, please supply such information (including estimates) as the **Defendant** does have. Indicate by an asterisk when the response is based on an estimate.

O. If in responding to any of these Interrogatories, the meaning of an Interrogatory is not clear on its face, and **You** encounter any ambiguity in construing either the Interrogatory or a definition or instruction relevant to the inquiry contained within the Interrogatory, then **You** shall make **Your** best efforts to interpret the Interrogatory within the context of this litigation and shall **Identify** the matter deemed ambiguous and **Identify** the construction or interpretation chosen or used in responding to the Interrogatory.

P. Whenever an Interrogatory requests the factual basis (i.e. requests a party to **state each fact)** for an allegation in the Pleadings and **You** are unable to state the factual basis, **You** shall **Identify** the assumption(s), if any, on which it relied in making the allegation and **Identify** the assumption(s) as such.

Q. Whenever an Interrogatory is stated in the singular tense, it shall be construed to

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

be plural so as to bring within the scope of these Interrogatories any information which would otherwise be construed to be outside their scope. Similarly, plural Interrogatories shall be construed as singular if such a construction would bring additional information within the scope of the Interrogatory.

R. Whenever a **Document** request is framed in the conjunctive, it shall also be taken in the disjunctive, and vice-versa.

S. The use of the masculine form of a pronoun shall be considered to include within its meaning the feminine form of the pronoun so used, and vice-versa. Additionally, the masculine form of a pronoun shall also be considered to include within its meaning the neuter form of the pronoun so used, and vice-versa.

T. Herein, the use of any tense of verb shall be considered to include also within its meaning all other tenses of the verb so used.

U. Herein, the use of the word **any** or **each** shall include within its meaning the word **all** and vice-versa and the work **any** shall also include within its meaning the word **each**.

REQUESTS TO ADMIT

1. Admit that the rental car was billed to **Hilton Hyundai** for the period of time that the engine was being replaced.

2. Admit that **You** did not return the rental car until August 26, 2017.

3. Admit that on September 25, 2017 **You** threatened to kill John Lyons and threatened to hurt him.

4. Admit that the Telechek machine at **Hilton Head Hyundai** was unable to read **Your** check on August 25, 2017.

5. Admit that prior to the May 23, 2017 accident **Your** car had damage to the hood, right fender, front bumper cover, a cracked grille, and a scratch on the right front door panel.

6. Admit that GEICO has the sole and final authority to authorize payment for repairs under **Your** insurance policy.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

7. Admit that **You** were provided a quote by **Hilton Head Hyundai** on or about June 23, 2017 which recommended repairs to the Left Front CV axle, Right Front CV Axle, Radiator Core Support, Muffler Assembly, Tire, Left Front Wheel Liner, Front bumper fascia, Alignment, and to paint the front bumper.

8. Admit that **You** were instructed to provide the quote to GEICO for their approval.

9. Admit that GEICO performed an inspection of **Your** vehicle and authorized repairs on June 28, 2017 to the left axle assembly, right axe assembly, radiator support, front muffler pipe, right front wheel, right fender liner, one wheel and alignment.

10. Admit that **Hilton Head Hyundai** replaced the right front wheel and tire, the right and left front CV axles, right front wheel liner, radiator support, muffler assembly, and performed a wheel alignment.

11. Admit that **You** did a walk around inspection of the Sonata with Mickey Harvester and signed the repair bill accepting the work performed by **Hilton Head Hyundai.**

12. Admit that the Sonata was taken to the NRAM Collision Center for further repairs after the repairs listed in number 11 were completed.

13. Admit that the NRAM Collision Center noted on July 21, 2017 that the Sonata needed an overhaul of the bumper assembly, replacement of the bumper cover, and replacement of the radiator support under cover (which parts cost of $208.25).

14. Admit that GEICO inspected **Your** vehicle on or after the date that the NRAM Collision Center made its inspection and authorized a replacement of the bumper cover and A/M CAPA front shield (at a cost of $65).

15. Admit that NRAM Collision Center replaced the front bumper and undercar shield (at a cost of $65) as authorized by GEICO.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

16. Admit that the "under cover" that GEICO authorizes in its September 6, 2017 Supplement is the same $208.25 part that NRAM Collision Center noted on July 21st but GEICO did not authorize in its July 27th Supplement.

17. Admit that the Sonata remained at either the NRAM Collision Center or **Hilton Head Hyundai** for approximately one month after the repairs were completed until **You** came to pick up the car.

Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
(864) 552-9990
(864) 552-9992 facsimile

ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC DBA HILTON HEAD HYUNDAI

May 14, 2018

Ex. N

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

GEICO
GEICO COMMERCIAL CLAIMS 03
03
SUPPLEMENTS @ htts://partners.gelco.com
One Gelco Center
Macon, GA 31296
Phone: (843) 812-2580
Fax: (855) 263-7517

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 with Summary

Written By: WILLIAM ABELE, License Number: 372421, 7/27/2017 12:26:30 PM
Adjuster: Abele, Buck, (843) 812-2580 Business

Insured:	Greg Hackney	Owner Policy #:	4417992924	Claim #:	0127204670101050-01
Type of Loss:	Collision	Date of Loss:	05/23/2017 09:30 PM	Days to Repair:	8
Point of Impact:	21 Undercarriage	Deductible:	1000.00		

Owner (Insured):
Greg Hackney
30 Old Vermont Pl
Atlanta, GA 30328
(678) 855-2975 Evening

Inspection Location:
Hilton Head Hyundai
Hilton Head Hyundai
51 Auto Mall Blvd,
Hardeeville, SC 29927
Other
(843) 208-1234 Day

Appraiser Information:
wabele@gelco.com
(843) 812-2580

Repair Facility:
(843) 208-1234 Business

VEHICLE

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

VIN:	5NPEB4ACBCH483101	Production Date:		Interior Color:	
License:	RAK-9904	Odometer:	84944	Exterior Color:	SILVER
State:	GA	Condition:	Good		

TRANSMISSION	Console/Storage	FM Radio	Communications System
Automatic Transmission	**CONVENIENCE**	Stereo	Hands Free Device
Overdrive	Air Conditioning	Search/Seek	**SEATS**
POWER	Intermittent Wipers	CD Player	Cloth Seats
Power Steering	Tilt Wheel	Auxiliary Audio Connection	Bucket Seats
Power Brakes	Cruise Control	Satellite Radio	**WHEELS**
Power Windows	Rear Defogger	**SAFETY**	Wheel Covers
Power Locks	Keyless Entry	Drivers Side Air Bag	**PAINT**
Power Mirrors	Alarm	Passenger Air Bag	Clear Coat Paint
Heated Mirrors	Steering Wheel Touch Controls	Anti-Lock Brakes (4)	**OTHER**
DECOR	Telescopic Wheel	4 Wheel Disc Brakes	Traction Control
Dual Mirrors	**RADIO**	Front Side Impact Air Bags	Stability Control
Tinted Glass	AM Radio	Head/Curtain Air Bags	Power Trunk/Gate Release

Ex. N

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Claim #: 0127204670101050-01
Workfile ID: f6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

	Line		Oper		Description	Qty	Extended Price $	Labor	Paint
	1	**GRILLE**							
	2		S01		O/H front bumper			2.4	
	3		S01	R&I	R&I grille assy			Incl.	
	4	**FRONT SUSPENSION**							
	5	*		Repl	LT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
	6	*		Repl	RT Axle assy auto trans 2.4L, w/o spt susp	1	355.98 m	0.0	
	7	#		Subl	Sublet Labor	1	345.00 X		
	8	**RADIATOR SUPPORT**							
	9	**		Repl	A/M CAPA Radiator support 2.4 liter	1	402.00	0.0	
N	10	#		Subl	Sublet Labor	1	575.00 X		
N	11	**	S01	Repl	A/M CAPA Front shield	1	65.00	Incl.	
N	12		S01	R&I	RT Splash shield 2.4L			0.3	
N	13		S01	R&I	LT Splash shield 2.4L			0.3	
	14	**FRONT BUMPER**							
N	15	**	S01	Repl	A/M CAPA Bumper cover	1	251.00	Incl.	2.8
	16		S01		Add for Clear Coat				1.1
	17	#	S01	Repl	Clips/Hardware	1	3.00 T		
	18	**EXHAUST SYSTEM**							
	19	*		Repl	Front pipe Federal w/o sport susp	1	583.60 m	0.0	
	20	#		Subl	Sublet Labor	1	115.00 X		
	21	**WHEELS**							
	22	*		Repl	RT/Front Wheel, steel	1	188.03 m	0.0	
	23	**FENDER**							
	24	**		Repl	A/M CAPA RT Fender liner w/o sport susp.	1	94.00	0.0	
	25	#		Subl	Sublet Labor	1	57.50 X		
	26	**TIRES**							
	27	*		Repl	KUMH 215/45R17 XL Solus KH16 BW 91V	1	108.00	0.0	
	28	#		Subl	Mou nt & Balance RF Tire	1	30.00 X		
	29	#			Tire Disposal Fee	1	4.00 X		
	30	#		Repl	Valve Stem	1	2.50 T		
	31	#		Subl	Wheel Alignment	1	89.95 X		
	32	#		Subl	Shop Supplies	1	45.00 X		
N	33	#	S01	Repl	Clips/Hardware	1	25.00 T		
N	34	#	S01	Repl	Flex Additive	1	5.00 T		
					SUBTOTALS		**3,780.54**	**3.0**	**3.9**

NOTES

Line 10: SUBLET TO HILTON HEAD HYUNDAI TO REPLACE RADIATOT SUPPORT, EVAC AND RECHARGE, AIM HEADLAMPS.

Line 11: S-1: CRACKED.

Line 12: S-1: ACCESS TIME.

Ex. N

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Line 13: S-1: ACCESS TIME.

Line 15: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REEPLACE.

Line 33: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 34: S-1: FLEX ADDITIVE.

Prior Damage Notes:
DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				2,483.59
Body Labor	3.0 hrs	@	$ 44.00 /hr	132.00
Paint Labor	3.9 hrs	@	$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs	@	$ 28.00 /hr	109.20
Miscellaneous				1,296.95
Subtotal				4,193.34
Sales Tax	$ 2,519.09	@	9.0000 %	226.72
Total Cost of Repairs				**4,420.06**
Deductible				1,000.00
Total Adjustments				**1,000.00**
Net Cost of Repairs				**3,420.06**

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

SUPPLEMENT SUMMARY

	Line		Oper		Description	Qty	Extended Price $	Labor	Paint
	1	GRILLE							
	2		S01		O/H front bumper			2.4	
	3		S01	R&I	R&I grille assy			Incl.	
N	11	**	S01	Repl	A/M CAPA Front shield	1	65.00	Incl.	
N	12		S01	R&I	RT Splash shield 2.4L			0.3	
N	13		S01	R&I	LT Splash shield 2.4L			0.3	
	14	FRONT BUMPER							
N	15	**	S01	Repl	A/M CAPA Bumper cover	1	251.00	Incl.	2.8
	16		S01		Add for Clear Coat				1.1
	17	#	S01	Repl	Clips/Hardware	1	3.00 T		
N	33	#	S01	Repl	Clips/Hardware	1	25.00 T		
N	34	#	S01	Repl	Flex Additive	1	5.00 T		
					SUBTOTALS		349.00	3.0	3.9

NOTES

Line 11: S-1: CRACKED.

Line 12: S-1: ACCESS TIME.

Line 13: S-1: ACCESS TIME.

Line 15: S-1: BUMPER COVER TORN ON UNDERSIDE, AGREED TO REEPLACE.

Line 33: S-1: MISC. CLIPS AND HARDWARE REQUIRED.

Line 34: S-1: FLEX ADDITIVE.

Prior Damage Notes:
DAMAGE TO HOOD, RT FENDER, FRONT BUMPER COVER, SCRATCH ON RF DOOR PANEL, GRILLE CRACKED.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Claim #: 012720467O101050-01
Workfile ID: ff6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				316.00
Body Labor	3.0 hrs	@	$ 44.00 /hr	132.00
Paint Labor	3.9 hrs	@	$ 44.00 /hr	171.60
Paint Supplies	3.9 hrs	@	$ 28.00 /hr	109.20
Miscellaneous				33.00
Subtotal				761.80
Sales Tax	$ 349.00	@	9.0000 %	31.41
Total Supplement Amount				**793.21**
NET COST OF SUPPLEMENT				**793.21**

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,626.85	WILLIAM ABELE
Supplement S01	793.21	WILLIAM ABELE
Workfile Total:	**$ 4,420.06**	
TOTAL ADJUSTMENTS:	**$ 1,000.00**	
NET COST OF REPAIRS:	**$ 3,420.06**	

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:
IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:
****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 7/11/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Claim #: 0127204670101050-01
Workfile ID: ff6fae56

Supplement of Record 1 with Summary

2012 HYUN Sonata GLS Automatic 4D SED 4-2.4L Gasoline Direct Injection SILVER

IF YOU ARE INSURED WITH GEICO OR ONE OF ITS AFFILIATED COMPANIES IN THE STATE OF GEORGIA, YOU MAY BE ENTITLED TO COMPENSATION FOR DIMINISHED VALUE IN CONNECTION WITH THIS CLAIM .

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386
ELECTRONICALLY FILED - 2017 Oct 20 12:34 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

IN THE STATE OF SOUTH CAROLINA)	**IN THE COURT OF COMMON PLEAS**
)	
COUNTY OF JASPER)	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai,	**C. A. No. 2017-CP-27-0386**
Plaintiff,	
v.	**AFFIDAVIT OF DAVID SALZMANN**
Greg S. Hackney,	
Defendant.	

PERSONALLY APPEARED BEFORE ME the undersigned who, after being duly sworn, states:

1. My name is David Salzmann. I am employed part-time as a security officer for Hilton Head Hyundai.

2. The dealership was concerned about Greg Hackney because of his erratic behavior on the dealership property and in the roadway outside the dealership where he was making false statements through signs and statements to people driving down the road.

3. Hilton Head Hyundai asked the security staff to keep an eye on Mr. Hackney's behavior in case it presented a threat to customers or employees.

4. I observed Mr. Hackney on the shoulder of the roadway in front of the dealership where he was standing with his sign. I then observed him walking in the direction of the Wal-Mart located a short distance from Hilton Head Hyundai.

5. I drove in my car to the Wal-Mart parking lot and parked approximately 100 yards away from Mr. Hackney so that I could observe his behavior.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386
ELECTRONICALLY FILED - 2017 Oct 20 12:34 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

6. After several minutes, Mr. Hackney drove his car as if he was exiting the parking lot and then drove back around the parking lot and parked 4 or 5 parking spaces from my location.

7. Mr. Hackney approached my car and began yelling at me and threatened to wrap a six iron golf club around my head.

8. I informed Mr. Hackney that I would call the police and he walked away.

9. This is the only interaction I have had with Mr. Hackney and the only observation I have made of him from outside of Hilton Head Hyundai's property.

10. At no time did I threaten or harass Mr. Hackney.

THE AFFIANT FURTHER SAYETH NOT.

David Salzmann

SWORN TO BEFORE ME this 20 day of October, 2017.

Notary Public for South Carolina
My Commission Expires: 12/22/2024

TANEEKA HOLMAN NOTARY PUBLIC MY COMM EXP 12/22/2024 SOUTH CAROLINA

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386
ELECTRONICALLY FILED - 2017 Oct 20 2:41 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Certificate of Electronic Notification

Recipients

Laura Teer - Notification transmitted on 10-20-2017 12:35:06 PM.

Bradford Martin - Notification transmitted on 10-20-2017 12:35:06 PM.

EX. O

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386
ELECTRONICALLY FILED - 2017 Oct 20 2:41 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

****** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2017CP2700386

Official File Stamp:	10-20-2017 12:34:47 PM
Court:	CIRCUIT COURT
	Common Pleas
	Jasper
Case Caption:	First Team Hyundai, Llc Dba Hilton Head Hyundai VS Gregory Hackney
Document(s) Submitted:	Affidavit/Affidavit of
Filed by or on behalf of:	Bradford Neal Martin

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Laura Wilcox Howle Teer for First Team Hyundai, Llc Dba Hilton Head Hyundai

Bradford Neal Martin for First Team Hyundai, Llc Dba Hilton Head Hyundai

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Gregory Hackney

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Jasper County Sheriff's Office

Summary

Print Date/Time: 11/30/2017 09:28
Login ID: bbrown
Case Number: 2017-00001995

Jasper County Sheriff's Office
ORI Number: SC0270000

Case

Case Number: 2017-00001995
Location: 225 DRIVERS WAY
Hardeeville, SC 29927
Reporting Officer ID: S25 - Hartley

Incident Type: Suspicious Event
Occurred From: 09/01/2017 14:48
Occurred Thru: 09/01/2017 14:48
Disposition:
Disposition Date:
Reported Date: 09/01/2017 14:48 Friday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Complainant	1	hackney, greg	619 SYCAMORE ST DECATUR, GA		White	Male	04/20/1965 52

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.

Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State

Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Jasper County Sheriff's Office

Summary

Print Date/Time: 11/30/2017 09:27
Login ID: bbrown
Case Number: 2017-00002597

ORI Number: Jasper County Sheriff's Office SC0270000

Case

Case Number: 2017-00002597
Location:

Reporting Officer ID: 577561 - Smith

Incident Type: Larceny - Theft
Occurred From: 11/01/2017 16:46
Occurred Thru: 11/01/2017 16:46
Disposition: Closed
Disposition Date: 11/02/2017
Reported Date: 11/01/2017 16:46 Wednesday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	23H	16-13-30(A)	LARCENY PETIT	1

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Suspect (S)	1	Unknown	UNKNOWN		Unknown	Unknown	
Victim (V)	1	hackney, greg	619 SYCAMORE ST DECATUR, GA		White	Male	04/20/1965 52

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
11/01/2017	Stolen/Etc. (7)	Other-Property (77)			Briefcase Stolen with multiple documents inside		

Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State

Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Narrative

Forgery Jim Stamp

Synopsis:

On November 1, 2017 at approximately 1715, I Deputy J. Smith, responded to the median of Independence Boulevard near the intersection of Argent Boulevard in reference to a stolen briefcase. This location is within the County of Jasper.

Interview with victim, Greg Hackney:

Hackney informed me that while he was protesting in the median near the Hyundai dealer ship he placed his briefcase in the median with him. Hackney stated that he had it wrapped and attached to the drain with bungie cords to have it near him. Hackney informed me at approximately 1630 hours a gentleman stopped and he began to talk with for approximately twenty minutes. Hackney stated while he was talking with him his briefcase went missing. Hackney informed me he believes that the Peacock Corp possibly took it while he was talking with the subject. Hackney stated he had court documents, passport, First Citizens bank card, Chevron gas card, and $4500.00 in receipts from staying down here.

Officer's actions:

I arrived and talked with Hackney regarding the incident. I issued Hackney a victim's form and case number to document the theft. After leaving the scene I received a call from Hackney who informed me a salesman from the Ford dealer ship observed a silver truck stop and take the briefcase from the drain. I will attempt to make contact with the sales person on November 2, 2017 once they are open for business. I will also attempt to contact SCDOT and ask if they had taken the briefcase while collecting litter during the time Hackney was protesting. Once the follow ups are completed a supplement will be completed.

Attachment:

1) Victim's form.

Supplement

On November 2, 2017 I made contact with SCDOT at their facility in Ridgeland, SC regarding the briefcase being taken. I was able to speak t the foreman for the crew for the day and was advised that none of the DOT workers took the briefcase from the storm drain near where Hackney was standing. I then made contact with The Greenery who was sub contracted by DOT and was told that no subjects were in the are at the time the briefcase went missing. Later in the afternoon I attempted to make contact with the salesperson Hackney supposedly talked with and had negative contact with any sales person. All DOT and Greenery vehicles were identified to have markings on the sides for their business. The suspect vehicle was identified to have no markings on the side as it was observed in the median. Due to the lack of evidence on who took the briefcase the case was closed at this time.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Victim's Form

JASPER COUNTY

Victim Notification Information Form

CONFIDENTIAL INFORMATION

Receiving Correctional Officer: _____

VICTIM INFORMATION (South Carolina Statute 16-3-1515) **CASE #** 17-A2597

Name of Victim: Greg Hackney **Victim is:** ☐ deceased, ☐ minor or ☐ Mentally Ill

Physical Address: 149 Sycamore St Decatur GA 30030

Telephone #: (H) 678-855-82975 (B) _____ **Emergency #:** _____

Relative or Contact Person: _____

Physical Address: _____ **Telephone #:** _____

SUSPECT'S NAME: UNKNOWN **DATE OF INCIDENT:** 11/1/17

INCIDENT TYPE: Larceny

In order for law Enforcement to make a reasonable attempt to contact you of the arrest and of the appropriate court proceedings or procedure; it is your responsibility to notify the appropriate agency of any change in your address or phone number.

BOND HEARING: Time: _____
Date: _____
☐ Magistrate Court
☐ Municipal Court

TYPE OF COURT & SCHEDULE: Time: _____
Date: _____
☐ Magistrate Court
☐ Municipal Court
☐ General Sessions

I do ☐ do not ☐ wish to be present for bond hearing.

I do ☐ do not ☐ wish to be contacted when the defendant is release from jail.

The following efforts were made to contact the victim:

Phone Number Called	Date/Time	Reason	Name Of Caller	Person Notified	Not Notified

BOND RECOMMENDATION

As a victim of a crime, I have received a copy of the Victim Notification Information Form provided to me and I agree the victim information is correct.

Victim's Signature _____ Date _____ Officer's Signature _____ Date 11/1/17

White Copy - Attach to Report Yellow Copy - Court Pink Copy - Detention Center Goldenrod - Victim

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Narrative

ON THE ABOVE DATE AND TIME, I DEPUTY HARTLEY RESPONDED TO 255 DRIVER'S WAY IN REFERENCE TO POSSIBLY STOLEN KEYS. ONCE ON SCENE, I MADE CONTACT WITH THE COMPLAINANT, GREG HACKNEY WHO HAD BEEN PROTESTING THE BUSINESS (HILTON HEAD HYUNDAI) FOR SEVERAL DAYS. MR. HACKNEY STATED THAT DURING HIS PICKETING THIS AFTERNOON, HE WITNESSED AN UNKNOWN MALE NEAR HIS PERSONAL BELONGINGS ON THE SIDE OF THE ROAD. MR. HACKNEY STATED THAT HE WHEN HE BEGAN APPROACHING THE MALE, THE MALE BEGAN TO WALK TOWARDS AN ADVERTISING SIGN. MR. HACKNEY STATED THAT HE ASKED THE MALE WHY HE WAS NEAR HIS BELONGINGS TO WHICH THE MALE REPLIED "I'M LOOKING FOR THE BREAKER BOX FOR THIS SIGN". MR. HACKNEY STATED THAT HE POINTED OUT THE BOX TO THE INDIVIDUAL AND ASKED FOR HIS NAME TO WHICH THE MAN REPLIED "SHAWN". MR. HACKNEY STATED THAT HE THEN WENT TO INVENTORY HIS ITEMS AND DISCOVERED THAT HIS KEYS WERE MISSING. MR. HACKNEY ALSO STATED THAT IT IS POSSIBLE THAT HE MAY HAVE LOST HIS KEYS DURING HIS WALKING BUT THAT HE BELIEVES THAT HIS KEYS WERE STOLEN.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

Victim Statement

17-1995

VOLUNTARY STATEMENT
(NOT UNDER ARREST)

PAGE NO. ____ OF ____ PAGES

I, GREG HACKNEY, am not under arrest for, nor am I being detained for any criminal offenses concerning the events I am about to make known to HARTLEY. Without being accused of or questioned about any criminal offenses regarding the facts I am about to state, I volunteer the following information of my own free will, for whatever purposes it may serve. Ph 6788052975

I am 52 years of age, D.O.B. 04/20/1965 and I live at 619 Sycamore St. Decatur, GA

9/11/17

I left Keys + drove over to Cole's residence [illegible] 10 years ago [illegible] about 3 hours later I [illegible] [illegible] [illegible]

ELECTRONICALLY FILED - 2017 Oct 06 5:14 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386
ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

IN THE STATE OF SOUTH CAROLINA)	**IN THE COURT OF COMMON PLEAS**
)	
COUNTY OF JASPER)	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai,	**C. A. No. 2017-CP-27-0386**
Plaintiff,	
v.	**AFFIDAVIT OF AMANDA STEWART**
Greg S. Hackney,	
Defendant.	

PERSONALLY APPEARED BEFORE ME the undersigned who, after being duly sworn, states:

1. My name is Amanda Stewart. I am the Business Development Director for Hilton Head Hyundai.

2. One of my duties is to oversee the staff who take incoming calls to the dealership.

3. Hilton Head Hyundai received multiple calls on October 4, 2017 stating that in addition to holding a sign stating that the dealership was dishonest, Mr. Hackney was flagging drivers down on the road outside the dealership, stopping them, and telling them not to do business at Hilton Head Hyundai.

4. The automotive industry is highly competitive and built largely on reputation. Two of the callers stated that they were on the way to the dealership to potentially purchase a car and decided not to do business with Hilton Head Hyundai because of Mr. Hackney's actions.

ELECTRONICALLY FILED - 2017 Oct 06 5:14 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386
ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

THE AFFIANT FURTHER SAYETH NOT.

Amanda Stewart

SWORN TO BEFORE ME this 6
day of October, 2017.

Susan J. Woodward
Notary Public for South Carolina
My Commission Expires: 5-16-21

SUSAN J. WOODWARD NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 05-16-2021

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

INTERROGATORIES

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

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

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

- Hood: Winter 2016, Big Canoe, Georgia – I was attempting to drive to my parent's house in the mountains and during a Snow Storm I could not manage a steep hill and turn resulting in the car sliding into a ditch. I had to walk to my parent's house and have a towing company pulled the car from the ditch.

- Right Fender and front bumper cover and cracked grill: Fall 2015, Sandy Springs Georgia! I was driving and moved into the right lane and did not see a sports utility vehicle moving past me as such we collided side to side. Since the other vehicle was higher there was minimal damage to their vehicle but it was my fault. The young lady who was driving the vehicle did not want to call the police or file a claim, it appeared she did not have insurance or issues with calling the police so we agreed to handle the damages separately.

- Scratch on the right front door panel: I have no idea.
  Noted: other damages prior may 23rd, 2017 accident

- Cracked Windshield: A rock hit the window and caused a small crack on the right side middle and very top left!

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

Greg Hackney

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

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

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

I do not have a Criminal Record!

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

- I was not in the conversation regarding Geico approving or denying repairs to my vehicle.

- I can state and provided copies of Geico Supplemental Statements as stated accident related items were approved by Geico after my vehicle was retrieved from their Dealership! One of which is a Standard Undergarment that is Standard on all Sonata Vehicles. (reference guidelines)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

- I do not keep records for myself as related to the number of days I did my activity in front of Hilton Head Hyundai Dealership and the related dealerships associated to the Auto Mall entrance.

- I did have a new sign each day after 3 signs were stolen and when I felt they were not presentable and/or professional in view.

  1. August 30th, 2017
  2. September 6th, 2017
  3. January, 19th, 2018 – (The Bait N Switch Sign was stolen but I had another sign in my car so used it until I made another if the same, Bait N Switch)

- September 29th, 2017 I can reference the sign changed to Unprofessional, Unethical, Harassment, Intimidation as related to their behavior post August 26th, 2017.

- Hilton Head Hyundai
  Lies, Liars, Fraud, Fraud

  Hilton Head Hyundai
  Lies Liars

- Hilton Head Hyundai
  Unprofessional
  Unethical
  Harassment
  Intimidation

  Bait
  N
  Switch



Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

0107IHYCS730625

258538 MICKEY HARVEST 3618 023 07/11/17 HYCS730625

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

84,946 /

12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A

5 N P E B 4 A C 8 C H 4 8 3 1 0 1

06/29/17

678-855-2975

MO: 8494

JOB# 1 CHARGES

LABOR

D# 1 245/65R16 TIRE MOUNT & BALANCE TECH(S):2641 30.00

CUSTOMER REQUEST REPLACE RIGHT FRONT WHEEL AND TIRE PER INSURANCE ESTIMATE
REPLACED RIM AND TIRE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	2171893	205/65R16 SOLUS T	108.00	108.00	108.00
	1	52910-3Q410	WHEEL ASSY-STEEL	205.18	188.03	188.03
					TOTAL - PARTS	296.03

MISC	CODE	DESCRIPTION	CONTROL NO	
	C1	STATE AND TIRE DISPOSAL FEE		2.00
			TOTAL - MISC	2.00

JOB# 1 TOTALS

LABOR	30.00
PARTS	296.03
MISC	2.00
JOB# 1 JOURNAL PREFIX HYCS JOB# 1 TOTAL	328.03

JOB# 2 CHARGES

LABOR

D# 2 45HRY STEERING/SUSP DIAG TECH(S):2641 345.00

CUSTOMER REQUEST REPLACE BOTH FRONT CV AXLES PER INSURANCE ESTIMATE
REPLACED BOTH CV AXLES
3.0HR

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	49500-3Q300	SHAFT ASSY-DRIVE,	379.62	355.98	355.98
	1	49501-3Q360	SHAFT ASSY-DRIVE,	379.62	355.98	355.98
					TOTAL - PARTS	711.96

JOB# 2 TOTALS

LABOR	345.00
PARTS	711.96
JOB# 2 JOURNAL PREFIX HYCS JOB# 2 TOTAL	1056.96

JOB# 3 CHARGES

LABOR

D# 3 61HY EXTERIOR TRIM TECH(S):2641 57.50

CUSTOMER REQUEST REPLACE RIGHT FRONT WHEEL LINER PER INSURANCE ESTIMATE
REPLACED FRONT RIGHT FENDER LINER

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	86812-3Q500	GUARD ASSY-FRONT	120.60	94.00	94.00
					TOTAL - PARTS	94.00

 [CONTINUED ON NEXT PAGE] 10:29am

SF817466 Q (07/16)

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

0107IHYCS730625

258538 MICKEY HARVEST 3618 023 07/11/17 HYCS730625

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

84,946 /

12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A

5 N P E B 4 A C 8 C H 4 8 3 1 0 1

06/29/17

678-855-2975

MO: 84946

JOB# 3 TOTALS

LABOR	57.50
PARTS	94.00
JOB# 3 JOURNAL PREFIX HYCS JOB# 3 TOTAL	151.50

JOB# 4 CHARGES

LABOR

J#4 61HYZ01 EXTERIOR TRIM TECH(S):2641 575.00
CUSTOMER REQUEST REPLACE RADIATOR SUPPORT PER INSURANCE
ESTIMATE
REPLACED RADIATOR CORE SUPPORT

PARTS

QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
1	64101-3Q001	CARRIER ASSY-FRON	708.81	482.00	482.00
		TOTAL - PARTS			482.00

JOB# 4 TOTALS

LABOR	575.00
PARTS	482.00
JOB# 4 JOURNAL PREFIX HYCS JOB# 4 TOTAL	1057.00

JOB# 5 CHARGES

LABOR

J#5 74HYZEXH MUFFLER REPLACE TECH(S):2641 115.00
CUSTOMER REQUEST REPLACE MUFFLER ASSEMBLY PER INSURANCE
ESTIMATE
REPLACED MUFFLER ASSY

PARTS

QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
1	28710-3Q120	MUFFLER ASSY-REAR	612.04	583.60	583.60
1	28751-3S100	GASKET-EXHAUST PI	16.99	16.99	16.99
		TOTAL - PARTS			600.59

JOB# 5 TOTALS

LABOR	115.00
PARTS	600.59
JOB# 5 JOURNAL PREFIX HYCS JOB# 5 TOTAL	715.59

JOB# 6 CHARGES

LABOR

J#6 95HYZWE500 4 WHEEL ALIGNMENT TECH(S):2641 89.95
PERFORM 4 WHEEL ALIGNMENT
COMPLETED

JOB# 6 TOTALS

LABOR	89.95
JOB# 6 JOURNAL PREFIX HYCS JOB# 6 TOTAL	89.95

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	EV	REGULATORY COMPLIANCE EXPENSE		2.35
JOB # A	C2	SHOP SUPPLIES		28.67

 [CONTINUED ON NEXT PAGE] 10:29am

BF617468 Q (07/16)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

Ex. U

Hilton Head HYUNDAI

SERVICE INVOICE

51 Auto Mall Blvd.
Hardeeville, South Carolina 29927
PH. 843-208-1234 • FAX 843-208-1257

0107IHYCS730625

258538 MICKEY HARVEST 3618 023 07/11/17 HYCS730625

GREG HACKNEY
30 OLD VERMONT PLACE
SANDY SPGS, GA 30328

84,946 /

12/HYUNDAI/SONATA/4DR SDN 2.4L LTD A

5 N P E B 4 A C 8 C H 4 8 3 1 0 1

06/29/17

678-855-2975

MO: 8494

TOTAL - MISC 31.02

TOTALS----------

TOTAL LABOR....	1212.45
TOTAL PARTS....	2184.58
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	33.02
TOTAL MISC DISC	0.00
TOTAL TAX.....	196.80
TOTAL INVOICE $	**3626.85**

[ ] CASH [✓] CHECK CK NO. [1899644344]
[✓] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!!

HYUNDAI MAY EMAIL OR SEND YOU A PAPER SURVEY. THIS IS MY PERSONAL REPORT CARD. IF FOR ANY REASON I HAVE NOT EARNED A PERFECT 10 PLEASE SPEAK WITH JESSICA MARSH-BROWN BEFORE YOU LEAVE. AND AGAIN THANK YOU FOR YOUR BUSINESS.

Customer signed credit card only.

CUSTOMER SIGNATURE

3626.85 Insurance check

1000.00

Melisa Stewart MC

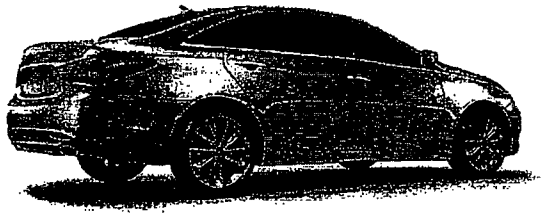
[redacted]

PAGE 3 OF 3 SERVICE FILE COPY [END OF INVOICE] 10:29am

SF617456 Q (07/16)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

If you should experience any issues, please contact your local Hyundai dealer.



You should keep a copy of your maintenance records.

Given the critical importance of regular and proper maintenance of your engine, you may use the table below to keep track of your engine's maintenance.

Should you have any questions regarding the information contained in this pamphlet, please contact the **Hyundai Customer Care Center at 1-855-671-3059.**

Thank you for choosing Hyundai.

DATE	MILEAGE	OIL CHANGE LOCATION

375

Exhibit A

PLEASE KEEP THIS BROCHURE IN YOUR SONATA'S GLOVEBOX WITH YOUR OWNER'S MANUAL



IMPORTANT INFORMATION ABOUT ENGINE CARE FOR YOUR SONATA

2011 - 2014 model year Hyundai Sonata vehicles with the Theta II 2.0 liter or 2.4 liter Gasoline Direction Injection (GDI) Engine

HYUNDAI

ELECTRONICALLY FILED - 2018 Aug 23 6:07 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

NP17002017

402

pd 25 cash

IN THE STATE OF SOUTH CAROLINA COUNTY
THE
OF JASPER

IN THE COURT OF COMMONS PLEAS FOR

FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V

C.A. 2017-CP-2700386

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

Greg Hackney

Defendant

FILED

The Honorable Carmen T. Mullen:

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

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

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

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

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

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

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

REFERENCE #1
On January 23rd, 2018. I was copied on a response from Peggy McComb, opposing counsel's, assistant "Please be advised that this case is currently on appeal." The comment was in response to a Notice of ADR from Jasper County Court, Mr. Jenkins
(R, Copy of Email)

REFERENCE #2
Jasper County Fourteenth Judicial Circuit Public index
CASE NUMBER 2017CP2700386
STATUS APPEAL
(R, Copies of Jasper County Fourteenth Judicial Circuit Public Index)

TIMELINE – COMMENTS

1. I continued gathering information for Discovery confirmed by 98 pages of Documents delivered to the Jasper County Sheriff's office on April 27th, 2018. (R, 28,29,34,35,30,31,32,33,36,37,38,39,)

2. I received Apposing Counsel's Discovery Request on May 14, 2018. (R, Copy of Certificate of Service)

3. CONCERN: Opposing counsel's comments the Discover Documents were not posted in SCCourts.org–Public Index and I did not receive their standard email request notifying me they filed and/or mailed documents.

- I also viewed other Discovery Request: Interrogatories Admit and Product Request posted/entered in SCCourts.org.

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

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

- Defendant wanted to clarify the Plaintiff's Request including proper time period to answer the questions as my thoughts were my case was in the Appellant Court. A case cannot be in two courts. (Referenced by Attorneys)

- Defendant's response to Questions in the Plaintiff's Discovery Request were predicated on the response from legal authorities who REFUSED to respond to Defendant's April 27th, 2018 request.

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

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

- Judge Carmen T. Mullen explained that I was required to answer the questions in the best way regardless if I had all of the information.

- No discussions regarding ADMIT Questions omitted.

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

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

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

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

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

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

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

January 25, 2018 at 2:39 PM

From Peggy McComb

To "djenkins@japsercountysc.gov"

Cc Greg Hackney, Brad Martin

Notice of ADR 1.23.18.pdf 100.61 KB

Mr. Jenkins,

We received the Notice of ADR dated January 23rd. Please be advised that this case is currently on appeal.
Please let me know if there is anything further that we need to do at this time.

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

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.
IRS CIRCULAR 230 NOTICE: Internal Revenue Service regulations generally provide that, for the purpose of avoiding federal tax penalties, a taxpayer may rely only on formal written advice meeting specific requirements. Any tax advice in this message, or in any attachment to this message, does not meet those requirements. Accordingly, any such tax advice was not intended or written to be used, and it cannot be used, for the purpose of avoiding federal tax penalties that may be imposed on you or for the purpose of promoting, marketing or recommending to another party any tax-related matters.

Jasper County
Fourteenth Judicial Circuit
Public Index



Appeal Status

Jasper County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

First Team Hyundai, Llc Dba Hilton Head Hyundai VS Gregory Hackney

Case Number:	2017CP2700386	Court Agency:	Common Pleas	Filed Date:	09/22/2017
Case Type:	Common Pleas	Case Sub Type:	Slander/Libel 380	File Type:	Mediator - Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the icon to show associated parties.

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

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

Jasper County
Fourteenth Judicial Circuit
Public Index



Jasper County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Search By...Court Type All Courts **Court Agency** All Agencies

Case # **Case Type** All Case Types **Case SubType** All Case Sub-Types

Last Name/Business Hackney **First** **Middle** **Suffix**

Party Type All

Action Type All Actions

Date Type **Beginning** **Ending**

Tax Map# From **Through**

Only for Civil Cases... Index Search (•) All ( ) Lis Pendens ( ) Judgments | **Cross Index Search** (•) All Judgment For Judgment Against

Search | Reset Search Fields | **Name Search Option** (•) Begins With ( ) Contains

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

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

Status = Appeal

INDEX

TAB 1: **Request Criminal Charges filed against Hilton Head Hyundai.**
Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.

TAB 2: **Request Criminal Charges filed against Hilton Head Hyundai.**
Conversion of Property, August 26th, 2017 – Saturday.

Request documentation and/or statement why Deputy Sheriff Dodson did not properly Identify Conversion of Property and file charges accordingly.

TAB 3: **Case Number 2017 – 00001995, Car Keys Stolen**
Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!

TAB 4: **September 4th, 2017 – Monday, "Labor Day"**
Request documentation and/or statement why Jasper Deputy Sheriff's demanded I leave the premise or be arrested.

TAB 5: **Trespass Notice September 4th, 2017 – Monday, "Labor Day"**
Update, Please file letter accordingly.

2nd Sign Stolen
Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form regarding 2nd Sign Stolen and follow up – Peacock Auto Mall Cameras. Victim Notification Identification Form!

TAB 6: **Case Number, 2017-2176 – Harassment/A&B by Intimidation**
Update, Please file letter and documents accordingly.
Explain why video does not warrant an Arrest.

Request Criminal Charges filed against Hilton Head Hyundai Security Person.
Criminal Code 16-3-1700

TAB 7: **Trespass Notice, September 22, 2017**
Update, please file letter and documents accordingly.

TAB 8: **Case Number 2017 – 00002597 – Larceny, Brief Case Stolen**
Update, please file letter and documents accordingly. Lack of follow – witness.

TAB 9: **Victim Notification Identification Form Request. Third Sign Stolen**
Please file letter accordingly.

TAB 10: **Name clarification for court appearance, subpoena's.**

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

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

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

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

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

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

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

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

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

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

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

Tab 3, 6, 7 and 8:
Documents show little and/or Zero efforts from the Jasper County Sheriff's Office to investigate or Victim Notification Identification Cases.

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

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

Request a meeting to review TABS 1-10.

Regards,

Greg Hackney
678-855-2975

CC. (Copied)

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

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

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

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

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

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

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

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

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

June 1st, 2018

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

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

Sheriff Malphrus:

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

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

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

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

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

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

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

Respectively,

Greg Hackney

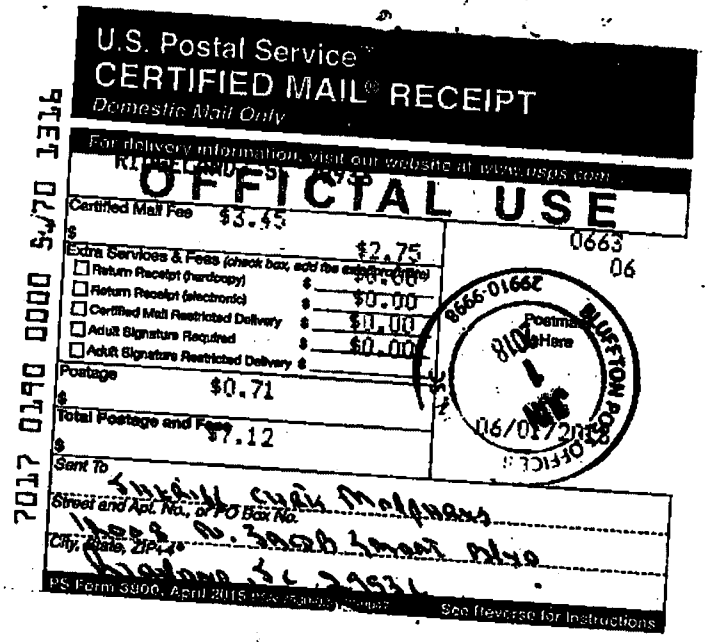
Enclosure:

Chris Malphrus

SHERIFF

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

Case# _____
Inc.# _____
Officer _____
Date _____



Sprint

Call Details - (678) 855-2975 - Voice

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

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

Rate Type

AU Anytime/Plan Usage

NW Night and Weekends

Sprint

Call Details - (678) 855-2975 - Voice

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

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

Rate Type

AU Anytime/Plan Usage

NW Night and Weekends

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 12th, 2018

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

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

Notable References regarding Hilton Head Hyundai:

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

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

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

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

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

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

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

Regards,

Greg Hackney
678-855-2975

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

April May 31st, 2018

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

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

Captain Robertson:

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

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

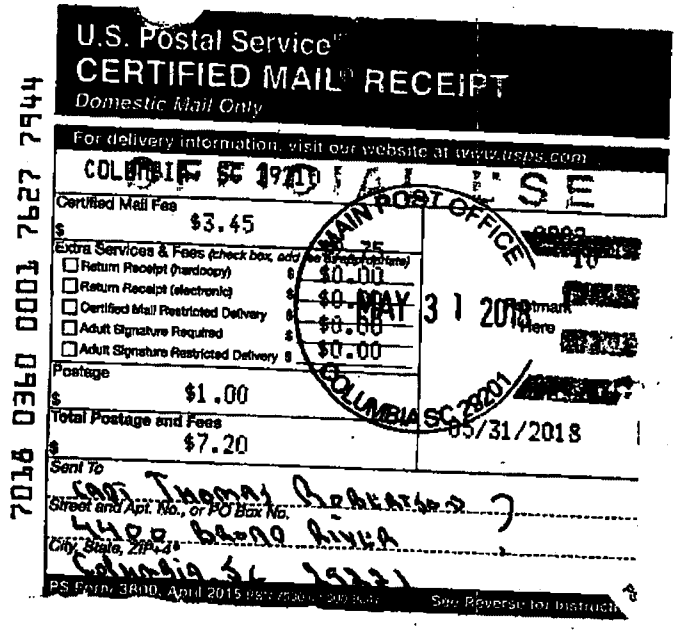
Since April 27th, 2018 I have left 17 messages and visited their office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14th, 2018 that if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous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

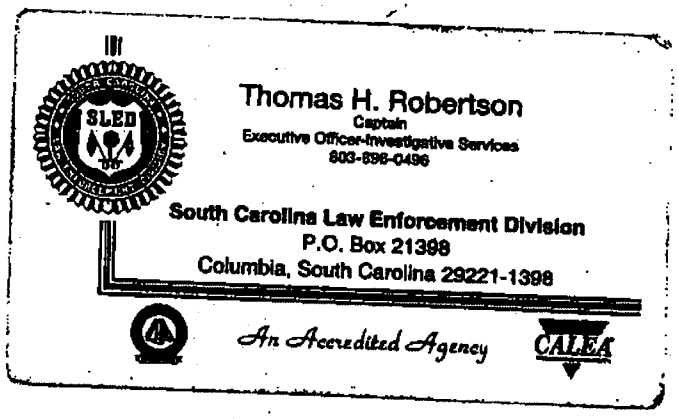
Please advise accordingly if there is any efforts SLED can do to resolve the issue, response from the Jasper County Sheriff's Office.

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

Regards,

Greg Hackney


U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com
COLUMBIA SC 29201
Certified Mail Fee
$3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $0.00
Postage
$1.00
Total Postage and Fees
$7.20
MAIN POST OFFICE
COLUMBIA SC 29201
MAY 31 2018
05/31/2018
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4
PS Form 3800, April 2015
See Reverse for Instructions
7018 0360 0001 7622 7944


SLED
Thomas H. Robertson
Captain
Executive Officer-Investigative Services
803-896-0496
South Carolina Law Enforcement Division
P.O. Box 21398
Columbia, South Carolina 29221-1398
An Accredited Agency
CALEA

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

First Team Hyundai, LLC dba Hilton Head Hyundai,

Plaintiff,

v.

Greg S. Hackney,

Defendant.

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

CERTIFICATE OF SERVICE

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

DOCUMENTS:

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

COUNSEL/PARTY SERVED:

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

May 14, 2018

Renique Robinson

IN THE STATE OF SOUTH CAROLINA COUNTY OF JASPER	**IN THE COURT OF COMMONS PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC Hilton Head Hyundai Plaintiff	**C.A. 2017-CP-27-00386**
V.	**MOTION TO STAY**
Greg Hackney Defendant	

FILED
2018 JUN 14 PM 2:59
CLERK OF COURT
JASPER COUNTY

TO: The Honorable Judge Carmen T. Mullen

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

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

It is my understanding the Fourteenth Judicial Circuit Case Number C.A. 2017-CP-27-00386 proceedings or alike have been halted as noted pending Court of Appeals ruling as per October 31st, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.

AND/OR

A Motion to Stay pending a Hearing with Jasper County Sheriff Malphrus and David Tedder, Jasper County Attorney.

On April 27th, 2018 I submitted 98 pages of documents to the Jasper County Sheriff's Office, enclosed Index, and have yet to receive answers, clarification and filings to my request. I have personally visited the Jasper County Sheriff's Office over 10 times and made over 19 phone calls to their office. Personally disheartening, the local authority refuses to communicate with me regarding my Case.

Prior my Motion to Stay I clarified with Jasper County Sheriff Malphrus received the documents as confirmed with Certified Letter receipt last Friday June 8th, 2018. (Enclosure) The information is required as I prepare for Trial including in my response to the request from Brad Martin.

I included David Tedder, my contact regarding my Freedom of Information Act request for a 911 recording. As prior issues with the Wal-Mart Video Freedom Information Request I am having difficulties playing the video including my concerns over its validity!

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328
678-855-2975
Self - Representative

June 14th, 2018

IN THE STATE OF SOUTH CAROLINA COUNTY OF JASPER

IN THE COURT OF COMMONS PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V.

Greg Hackney

Defendant

C.A. 2017-CP-27-00386

Proof of Service

FILED
2018 JUN 14 PM 2:59
CLERK OF COURT
JASPER COUNTY

I, Greg Hackney, hereby certify that I have served a copy of the Motion to Stay by depositing a copy of it in the United States Mail postage prepaid on June 14th, 2018 to the address of record to their attorney Bradford N. Martin.
201 West Mcbee Avenue Suite 302
Greenville, South Carolina 29601



Common Pleas

Clerk : Margaret Bostick
265 Russell Street
Ridgeland, SC 299360248
Phone:(843) 726-7710 Fax:(843) 726-7711

Received From: Hackney, Gregory
30 Old Vermont Place
Sandy Spring, GA 30328

Date: 6/14/2018
Receipt #: 23496
Clerk: c27mbosti

Paying for: Self
Transaction Type: Payment
Payment Type: Cash $25.00
Total Paid: $25.00

Reference #:
Comment:
Non-Refundable

Total Received: $25.00
Change Due: $0.00

You may check the status of your Jasper case at:
http://www.sccourts.org/caseSearch/

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2017CP2700386	First Team Hyundai, Llc Dba Hilton Head Hyundai VS Gregory Hackney	**$25.00**	**$25.00**	**$0.00**

Total Cases:	**1**	**$25.00**	**$25.00**	**$0.00**

ReceiptSingleCase.rpt V6.1

Discovery

August 27, 2018 at 12:35 PM

From Greg Hackney

To Brad Martin

Cc "Mullen, Carmen T. Law Clerk (Julia Bradshaw)"

Bcc Greg Hackney

Discvery C...ation Scan.pdf 973.51 KB

Brad,

I am completing have your discovery and have attached a few clarification prior submitting it to you an the court!

Please review, I will follow up today so i can get the discovery to you. We can also discuss the Mediator you submitted to me last Thursday!

Have a Blessed Day

Greg Hackney
678-855-2975

August 27, 2018

Bradford Neal Martin and Associates
201 West Mcbee Ave. Suite 302
Greenville, South Carolina 29601

RE: Discovery Response
"Clarifications"

Brad,

The following pages have questions and/or clarifications related to my Discovery – Response. Please review and let me know your thoughts – response. A phone call or email is efficiently timely.

Have a Blessed Day!

Greg Hackney
678-855-2975

Discrepancy
Discovery
Clarifications
Questions

Discovery

September 04, 2018 at 6:54 AM

To 2 recipients

Good Morning Brad,

I have completed the discovery (181 Pages) and will mail accordingly to your office.

Have a Blessed Day!

Greg Hackney
678-855-2975

August 22nd, 2018 Court Proceedings

September 04, 2018 at 10:00 AM

To 2 recipients

Julia,

I have completed the Discovery submitted to me by opposing counsel and forwarded the documents to Brad including updating him this morning of its completion.

During the court hearing on August 22nd, 2018 their were discussions regarding setting a date for mediation, a date has been set for October 4th, 2018 and confirmed by myself, Brad Martin and the Mediator.

If applicable and relevant please forward the update to the Honorable Judge Carmen T. Mullen.

Have a blessed Day!

Greg Hackney
678-855-2975

On Aug 27, 2018, at 09:54 AM, Brad Martin <bmartin@bnmlaw.com> wrote:

> Julia, is the Judge planning to issue a Form 4 Order as a result of the hearing on Mr. Hackney's Motion to Stay? If so, could you be so kind to send a copy by email? Thanks in advance, Brad Martin
>
> Bradford Neal Martin, Esq.
> Bradford Neal Martin & Associates, PA
> Post Office Box 10410 (29603)
> 201 West McBee Avenue, Suite 302 (29601)
> Greenville, South Carolina
> 864.552.9990 – office
> 864.552.9992 – fax
> bmartin@bnmlaw.com
> www.bnmlaw.com
>
> **From:** Mullen, Carmen T. Law Clerk (Julia Bradshaw) <CMullenLC@sccourts.org>
> **Sent:** Monday, August 27, 2018 9:52 AM
> **To:** Greg Hackney <floridaexperiment@icloud.com>
> **Cc:** Brad Martin <bmartin@bnmlaw.com>
> **Subject:** RE: August 22nd, 2018 Court Proceedings
>
> Good morning Mr. Hackney,
>
> Judge Mullen has received your Court Apology letter. The paragraphs are not all merged into one.

Thank you,

Julia

Julia A. Bradshaw
Law Clerk to the Honorable Carmen T. Mullen
Fourteenth Judicial Circuit

From: Greg Hackney <floridaexperiment@icloud.com>
Sent: Monday, August 27, 2018 9:28 AM
To: Mullen, Carmen T. Law Clerk (Julia Bradshaw) <CMullenLC@sccourts.org>; Mullen, Carmen T. Law Clerk (Julia Bradshaw) <CMullenLC@sccourts.org>
Cc: Brad Martin <bmartin@bnmlaw.com>
Subject: Re: August 22nd, 2018 Court Proceedings

Crystal and or Julia...

At your convenience confirm the Attachment, Court Apology was received - formatted (paragragh) ok!
Not intended to ask for you to proof it...but I reviewed it is my send box and it appears maybe the Apple - Word corrupted the file. If ok let me know the paragraphs are not merged all into one!

Have a Blessed day!
Greg Hackney
678-855-2975

On Aug 25, 2018, at 04:36 PM, Greg Hackney <floridaexperiment@icloud.com> wrote:

> Julia and/or Crystal,
>
> Could you please forward the attached letter to Judge Mullen and return receipt (email).
> Please include her email (CC) that she did receive the attached letter.
>
> Thank you!
>
> Have a Blessed Day!
>
> Greg Hackney
> 678-855-2975

CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

Fwd: Hilton Head Hyundai v. Greg Hackney

September 20, 2018 at 9:48 AM

From Greg Hackney

To bmartin@bnmlaw.com

Bcc Greg Hackney

20180918_165406.pdf 418.92 KB

Brad,

Good Morning.

Do you have 15 - 20 minutes tomorrow morning between 9:00 am and 12:00 pm to review a few of your request in the response to my discovery?

I want to insure my response is clear and will comply with the associated rules.

Have a Blessed Day
Sent from my iPad
Greg Hackney
678 855 2975

Begin forwarded message:

> **From:** Renique Robinson <rrobinson@bnmlaw.com>
> **Date:** September 18, 2018 at 4:44:37 PM EDT
> **To:** "floridaexperiment@icloud.com" <floridaexperiment@icloud.com>
> **Cc:** Brad Martin <bmartin@bnmlaw.com>, Peggy McComb <pmccomb@bnmlaw.com>
> **Subject: Hilton Head Hyundai v. Greg Hackney**
>
> Dear Mr. Hackney,
>
> Please find attached correspondence in regard to the above referenced matter.
>
> Sincerely,
>
> Shana Henderson
> Administrative Assistant
> Bradford Neal Martin & Associates, PA
> Post Office Box 10410 (29603)
> 201 West McBee Avenue, Suite 302
> Greenville, South Carolina (29601)
> 864.552.9990
> 864.552.9992 fax
> rrobinson@bnmlaw.com
> www.bnmlaw.com

Common Pleas

Clerk : Margaret Bostick
265 Russell Street
Ridgeland, SC 299360248
Phone:(843) 726-7710 Fax:(843) 726-7711

Received From: Hackney, Gregory
30 Old Vermont Place
Sandy Spring, GA 30328

Date: 10/ 8/2018
Receipt #: 24054
Clerk: c27mbosti

Paying for: Self
Transaction Type: Payment
Payment Type: Cash $25.00
Total Paid: $25.00

Reference #:
Comment: $ PAID AND CLOCKED 10/05/18
Non-Refundable

Total Received: $25.00
Change Due: $0.00

You may check the status of your Jasper case at:
http://www.sccourts.org/caseSearch/

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2017CP2700386	First Team Hyundai, Llc Dba Hilton Head Hyundai VS Gregory Hackney	**$25.00**	**$25.00**	**$0.00**

Total Cases:	**1**	**$25.00**	**$25.00**	**$0.00**

ELECTRONICALLY FILED - 2018 Oct 30 9:48 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

IN THE STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF JASPER	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**
First Team Hyundai, LLC dba Hilton Head Hyundai, Plaintiff, v. Greg S. Hackney, Defendant.	**C. A. No. 2017-CP-27-0386** **MEMORANDUM IN OPPOSITION TO DEFENDANT'S MOTION FOR REQUEST TO ADMIT TO BE INCLUDED IN DISCOVERY**

Hilton Head Hyundai served Requests to Admit on May 14, 2018. Defendant served discovery responses on Plaintiff, including responses to Requests to Admit, on September 6th, almost three months late. The Requests stated in bold letters:

> **Failure to respond within the time set forth under the South Carolina Rules of Civil Procedure will be deemed an admission.**

Therefore, Defendant was well aware of the requirement to answer the Requests, and was made aware of the consequences if he did not.

Further, Defendant has continuously consulted with counsel in defending this case. He even mentions in his Answers in paragraph 5 that he sought the advice of counsel when answering these Requests to Admit:

"Referenced by attorneys."

Therefore, the Requests should be admitted.

ELECTRONICALLY FILED - 2018 Oct 30 9:48 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

The Merits of the Action will be Served by Allowing these Admissions

Under Rule 36(a), SCRCP, all matters contained in a Request for Admission are admitted unless the party serves answers or objects within 30 days of service. Rule 36(b) delineates the effect of any admission:

> Any matter admitted under this rule is conclusively established unless the court on motion permits withdrawal or amendment of the admission. Subject to the provisions of Rule 16 governing amendment of a pre-trial order, **the court may permit withdrawal or amendment when the presentation of the merits of the action will be subserved thereby and the party who obtained the admissions fails to satisfy the court that withdrawal or amendment will prejudice him in maintaining his action or defense on the merits.** Any admission made by a party under this rule is for the purpose of the pending action only and is not an admission by him for any other purpose. (emphasis added)

Rule 36(b), SCRCP.

The Requests to Admit cover 17 factual issues that should not be in controversy. Having these admitted will greatly reduce the time for trial. Defendant has filled the Clerk of Court record with hundreds of documents not relevant to the case. Allowing the admissions to stand will greatly serve this Court and the Plaintiff in making sure that areas where there is no dispute will and should be admitted.

Plaintiff will be Prejudiced if the Court withdraws the Admissions

Due to the nature of this case and the voluminous filings by the Defendant, there is great prejudice to Plaintiff if the admissions are withdrawn. It is obvious that the Defendant will insist upon filling the Court's time with reams of documents dealing with irrelevant material. The Requests to Admit are designed to make sure that the Court's time will not be subject to such abuse. Therefore, for this further reason, Plaintiff respectfully requests that this Court deny Defendant's Motion.

Finally, Defendant is not asking to be allowed to amend or withdraw an admission, rather he is asking to be allowed to file his responses out of time. Plaintiff respectfully requests that Defendant's Motion be denied.

s/Bradford Neal Martin
Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
(864) 552-9990
(864) 552-9992 facsimile
ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC DBA HILTON HEAD HYUNDAI

October 30, 2018

ELECTRONICALLY FILED - 2018 Oct 30 9:48 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

ELECTRONICALLY FILED - 2018 Jun 19 3:39 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-27-0386

First Team Hyundai, LLC d/b/a Hilton Head Hyundai,

Plaintiff,

vs.

Greg S. Hackney,

Defendant.

RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION TO STAY

INTRODUCTION

"The gist and gravamen of the discovery rules mandate full and fair disclosure to prevent a trial from becoming a guessing game or one of ambush for either party." *Scott v. Greenville Housing Authority*, 353 S.C. 639, 652, 579 S.E.2d 151 (Ct. App. 2003). Defendant continues to defame Hilton Head Hyundai on a frequent basis and has brought a "counter complaint." Hilton Head Hyundai therefore served Interrogatories, Requests to Produce, and Requests to Admit on the Defendant on May 14, 2018 to discover the facts and documents that are relevant to the case. No responses to discovery requests have been received to date. Hilton Head Hyundai's appeal of this Court's denial of its Motion for Temporary Restraining Order does not stay discovery regarding the underlying merits of the case. Therefore, Defendant's Motion to Stay should be denied.

ARGUMENT

I. The Appeal of the Motion for Preliminary Injunction does not Stay the Case on the Merits

Circuit courts generally lose subject matter jurisdiction of a case when a notice of appeal is filed and served. However, our appellate court rules provide that "[n]othing ... shall prohibit the

ELECTRONICALLY FILED - 2018 Jun 19 3:39 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

lower court ... from proceeding with matters *not affected by the* appeal." Rule 205, SCACR (emphasis added). "Although service of notice of an intent to appeal divests the lower court of jurisdiction over the order appealed, the lower court retains jurisdiction over matters not affected by the appeal." *Jackson v. Speed,* 326 S.C. 289, 311, 486 S.E.2d 750, 761 (1997)

This Court's power to proceed is determined by whether the issue sought to be litigated in the lower court during the appeal is a "matter[ ] affected by the appeal" under Rules 205 and 241(a). *See Arnal v. Fraser,* 371 S.C. 512, 518–19, 641 S.E.2d 419, 422 (2007) (per curiam) (explaining that Rules 205 and 241(a) permit the family court's action to continue on matters not affected by the appeal and prohibit action on matters that are affected by the appeal).

It has long been recognized that preliminary injunctions are, by their nature, separate from decisions on the underlying merits of the case:

> What is a preliminary injunction? The definition found in 10 Enc. Pl. & Prac, at page 878, answers this question very well. It is: "A preliminary injunction, or, as it is sometimes called, 'injunction pendente lite, ' is a provisional remedy granted before the hearing on the merits for the purpose of preventing the perpetration of wrong or the doing of any act whereby the rights in controversy may be materially injured or endangered before the final decree, and its purpose is to preserve the subject of controversy until an opportunity is afforded for a full and deliberate Investigation. . ."

Darlington Oil Co. v. Pee Dee Oil & Ice Co., 62 S.C. 196, 40 S.E. 169, 177 (1901) (internal citations omitted).

The Court in *Darlington Oil* further held:

> All that is binding is the order granting or refusing the preliminary injunction. It must always be remembered that the circuit judge is not able to, and cannot, pass upon questions making up the merits of the action in the application for a temporary injunction. Therefore it will not be necessary for this court, in view of the foregoing decisions, to pass upon any such questions made by the appeal from an order of the circuit judge granting a preliminary injunction.

Id.

ELECTRONICALLY FILED - 2018 Jun 19 3:39 PM - JASPER - COMMON PLEAS - CASE#2017CP270386

Therefore, the Appeal does not stay the underlying case, and discovery needs to go forward.

II. A Stay is not Warranted by the Fact that Defendant does not have Possession of all Documents

Defendant's duty to respond to discovery requests should not be stayed because he has not received all the information he would like to provide in response to Hilton Head Hyundai's discovery requests. Defendant presumably has at least 98 pages of relevant documents he claims he sent to the Jasper County Sheriff's Office in preparation for trial.

If Defendant does not have certain responsive documents in his possession, he can identify those documents and indicate who has custody and control. He can then supplement his responses if additional documents are received. A stay of the case is not warranted. *See Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 108, 410 S.E.2d 537, 541 (1991) ("Absent any specification, the interrogatory should be construed as seeking current information as of the time the question is asked and answered.") By the terms of Rule 33, SCRCP, "[t]he interrogatories shall be deemed to continue from the time of service, until the time of trial of the action . . . .").

Likewise, if Defendant lacked sufficient information to admit or deny any of Hilton Head Hyundai's Requests to Admit, he could so state in his response. By failing to provide any response, Defendant is deemed to have admitted the matters. See *Scott v. Greenville Hous. Auth.,* 353 S.C. 639, 645, 579 S.E.2d 151, 154 (Ct. App. 2003) ("[F]ailure to respond to requests for admissions renders any matter listed in the request conclusively admitted for trial."); Rule 36(a), SCRCP ("The matter is admitted unless, within 30 days after service of the request, . . . the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter."). The responses were due on June 14th and none have been made.

ELECTRONICALLY FILED - 2018 Jun 19 3:39 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

CONCLUSION

A stay of all discovery is not appropriate when a Preliminary Injunction is on appeal. Defendant is required to respond to discovery based on the information currently available to him and Plaintiff requests this Court deny the Motion and order full compliance.

Respectfully submitted,

Bradford N. Martin
Bradford N. Martin, Esq. (SC Bar No. 3658)
Laura W. H. Teer, Esq. (SC Bar No. 16698)
BRADFORD NEAL MARTIN & ASSOCIATES, P.A.
Post Office Box 10410
Greenville, South Carolina 29603
(864) 552-9990
(864) 552-9992 facsimile
ATTORNEYS FOR FIRST TEAM HYUNDAI, LLC DBA HILTON HEAD HYUNDAI

Date: June 19, 2018

Defendant's

Exhibit

Response to

1

Entered 10/31/18

2017-CP-27-386

A year ago Defendant got upset with the Dealership, his insurance carrier, the Jasper County Sheriff's Office and various unknown people.

- Yes, I am currently in a Law Suit with the Dealership for their Business Practice including their violation of my First Amendment Rights.

- Yes, I am disheartened by the Jasper County Sheriff's office because I submitted 98 pages of documents on April 27th, 2018 and to date they have not responded to the request submitted. The Sheriff's Response to the documents are important to my discovery to Plaintiff and equally important answering the Partial Motion for Summary Judgment.

- Also, the Jasper County Sheriff's office has not protected my First Amendment Rights violated by the Plaintiff, Hilton Head Hyundai. of the United States including the First Amendment violations.

- I completed 3 Victim Notification Information Form: Stolen Keys, Stolen Brief Case and Wal-Mart video showing the defendant's Security Vehicle following me off their Premise into the Wal-Mart parking lot where I was parked with the intent to Harassing and Intimidate me. The Victim Notification Form was completed by the Sheriff Office, Harassment, Assault and Battery by Intimidation. (107a)

    1. I submitted 98 Pages of questions, request for additional charges to be filed including and clarification on existing cases with ZERO response from the Sheriff's Office. (R. 1-15, 58-153)

    2. I delivered the binder with 10 tabs on April 27th, 2018.

    3. I stopped by the Sheriff's Office over 10 times and made 17 calls to their office to schedule a meeting to review the 98 pages and to date have had NO RESPONSE from the Sheriff's Office. *(R. Letter, Sprint Cell Phone Call Records, 1-15)*

    4. I have sent two letters and a Certified Letter to Sheriff Malphrus to confirm he received the documents as such still NO RESPONSE. *(R. Letters –Certified Letter and Receipt, 1-6)*

    5. I also contacted SLED and the Governor's Office. I met twice with Captain Thomas H. Robertson, SLED Captain; he confirmed he video of Hilton Head Hyundai Security following to Wal-Mart was a crime. *(R. Letters –Certified Letter and Receipt 9-15)*

6. The questions, request for additional charges to be filed including clarifications on existing cases are important to discover for Trial and equally important completing my response to the Motion for Partial Summary Judgment.

- The Jasper County Sheriff's office has not protected my First Amendment Rights violated by the Plaintiff, Hilton Head Hyundai.

- I have completed Victim Notification Information Forms and Statements regarding: Stolen Keys, Stolen Brief Case and Wal-Mart video showing the defendant's Security Vehicle following me off their Premise into the Wal-Mart parking lot where I was parked with the intent to Harass and Intimidate. I attempted to complete forms for 2 of 3 stolen signs with ZERO cooperation from the Sheriff's Office. *(R. 107a, 150, 91)*

- I do not and have never had any problems with Geico! Geico has was very cooperative completing Supplemental Orders after receiving my car with repairs – replacements from the accident not complete. I simply met with the same Geico adjuster and he approved 7 items on 2 Supplemental Orders. Again let me correct their lie, I have been with Geico for over 20 years and do not have any issues with Geico.

He tried to extort money from the Dealership and when he didn't get what he wanted, he decided he would damage their business. Defendant then began picketing outside of the Dealerships business, for the past year, falsely accusing it of unethical business practices.

Extortion is a criminal offense of obtaining money, property, or services from an individual or institution, through coercion. I have not been interviewed or approached by legal authorities for Extortion including any associated charges and/or arrest.

The transcript references a demand by the Defendant then states, "The defendant then began picketing" outside of the Dealership's business. The statements was made by John Lyons and referenced the only meeting we had in his office on September 13th, 2017.

- Another lie by Plaintiff I attempted to extort John Lyons on September 13th, 2017 and when they were not met I began doing my activity in front of their business with the intent to do damage thereof. I began my activity on August 26th, 2017 and had been doing daily activity prior and as such was and is not related to extortion or with the intent to do damage to their business. My first intention was to state the facts on a sign that surely would result in the Owner – General Manager engaging in a conversation with their customer; to date no meeting with the owner.

- Their intent and tone to state I attempted to extort them and then began doing activity is false as I was already doing activity. At first was to inform the Owner-General Manager their employee's behavior; Noted, my attempt to escalate and speak to them was thwarted by the service manager. I felt and still believe it is necessary to inform the public of Hilton Head Hyundai employee's behavior before and after I began doing my activity on August 26th, 2017.

Friday, August 25th, 2017 (R. 47, 48)
I arrived at Hilton Head Hyundai to retrieve my car.

- Many items related to the accident were not completed.

- There were roaches and spider webs in my car including the inside and outside being filthy.

- Upon my request for documentation on my new engine I was told there was none.

- Multiple lies between the New Car Sales Manager and Service Manager.

- Upon escalating my issues to the Service Managers direct report I was received by the New Car Sales Manager; noted, he did not introduce himself as not the person I requested to speak.

Saturday, August 26th, 2017, I returned to the Dealership. *(R. 48 -50, 75-86)*

- I made my $1,000 payment to ZERO balance the associated Hilton Head Service Order and Conversion of Property Crime was committed as they would not release my vehicle to me confirmed by my keys being delivered to me by the Jasper County Sheriff Dodson. Sheriff Dodson aligned with Hilton Head Hyundai's additional condition to include the return of the Hertz Rental Car prior receiving my car.

- Deputy Sheriff Dodson did not properly identify the Conversion of Property Crime committed by Hilton Head Hyundai. (R. 75-86)

- Upon my receipt of my car I went to Wal-Mart and made a sign and began doing activity in front of Hilton Head Hyundai Dealership; the purpose was to speak to the General Manager or Owner to express my concerns regarding my car and his employees behavior to a PAID Customer. As noted above my effort to escalate beyond the Service Manager were thwarted so my thoughts making a sign would trigger a reaction as such I would be able to speak to them.

- The following days including August 26th, 2017 included cussing, derogatory comments from their employees directed at me including the employees entering the area on HWY 278 that I was doing my activity with my sign. I also returned to my car in the Wal-Mart parking lot and found that all 4 doors were opened and the inside was drenched with water; I also had my keys stolen from where I put my belongings. I was informed by the New Car Sales Manager they knew where I was staying and that I had a Criminal Record. (R 50, 51)

The Dealership determined that the car also had an open recall that could cause it to stall while in motion, increasing the risk of a crash.
(R. Hyundai Recall Collateral, Exhibit A)

I was told by Corey Johnson, the Hilton Head Hyundai Service Person I was required to leave my car at their dealership after the engine test, FAILED because there was a safety risk to ME!

A false statement as I could have driven my car back to Atlanta.

A stated by John Lyons on September 13, 2017 I was presented a waiver to release them from liability. He was misinformed!

On September 13th, 2017 John and I discussed the Fraud and he noted that Jessica, the service manager presented me with this alleged waiver; I first spoke to Jessica near a month later over the phone. Another example of Hilton Head Hyundai cohesive Lies.

Hilton Head Hyundai statement in their collateral does not include "increasing risk of crash" and not sure why Hilton Head Hyundai appears to add this to their statement. *(R, Hyundai Recall Collateral, Exhibit A)*

Exhibit A States the following:
Some Customers have experienced sluggish engine behavior, knocking noise, or in more severe cases, loss of engine power, engine seizure or stalls while driving.

What Exhibit A does not say:
If there is an Engine Test resulting in Failure the Dealership is required to inform the owner of the Vehicle that the Sonata is to dangerous to drive and the vehicle is required to remain at their dealership. As this was stated to me.

The Manufacturer instructed the Dealership to test all cars within the recall and if they failed the test, to replace the engine. *(R. Hyundai Recall Collateral, Exhibit A & C)*

I cannot find any documentation stating the dealership that test the car that results in a failed test is required to replace the engine including the only option to the owner of the vehicle. As state, their service personnel Corey Johnson informed me I had to leave my car because my safety was at risk. Noted, a waiver was not presented to me at that time including any introduction or conversation with Jessica their service manager as stated by John Lyons.

Defendant's insurance was with Geico. The Dealership followed its standard practice for repairs to a vehicle covered by insurance.

I drove through a pot hole on May 23rd, 2017 resulting in the Mid-Section Under protection Garment to be ripped from underneath the car. The Full Muffler Assembly Unit covered by the Protection Garment was severely damaged and had to be replaced. Hilton Head Hyundai replaced the Full Muffler Assembly Unit but did not replace the Mid-Section Under Protection Garment.

- The Mid-Section Under Protection Garment was not replaced, it is a standard part for the 2012 Sonata.
- I was informed the replacement and repairs were completed; during the discussion I discovered the Mid-Section Under Protection Garment was not replaced.
- A supplemental was created on July 28th, 2017 delaying my return to retrieve my car.
- On August 26th, 2017 I was escalated unethically to the New Car Sales Manager and review my concerns regarding the Mid - Section Under Protection Garment was STILL not on the car. After cohesively confirming a lie told Jessica, the Service Manager, they do not provide quotes he informed me the radiator Protection garment was replace on the July 28th, 2017 and not the Mid-Section Undergarment. He informed me that Geico did not approve the replacement. GOOD GRIEF!
- How can a Standard Practice be informing a Customer their car repairs and replacements are complete yet a Standard part for the 2012 Sonata was not replaced.
- Is it Standard Practice to NOT inform the customer a Standard Part was not replaced?

- Surely if properly informed Geico would have approved a Standard Part Replacement.

In the meantime, Defendant was in a much newer rental car. The repairs were completed July 14th, 2017. However, Defendant remained in the rental car and did not return to pick up the Sonata until August 25th, 2017.

First Request to Defendant to Admit #13

- Admit that the NRAM Collision Center Noted on July 21st, 2017 that the Sonata needed an overhaul of the bumper assembly, replacement cover and replacement Support under cover which parts cost $208.
  (R. Exhibit G, Provided by Plaintiff)
  (Clearly stated by the Plaintiff my car was still in their care; repairs and replacements had not been completed as of July 21st, 2017)

First Request to Defendant to Admit # 14

- Admit that Geico inspected your vehicle on or after the date NRAM Collision Center made its inspection and authorized a replacement of the bumper cover and A/M CAPA front Shield at a cost of &65.
  (R. Exhibit G Provided by Plaintiff)
  (Evidence clearly shows in their own words Plaintiff had my car in their possession; replacements and repairs had not been completed as of July 27, 2017)

Page 5 (iii b) - Partial Motion for Summary Judgment submitted by Plaintiff.

- A comparison of the NRAM Collision Center estimate dated July 21, 2017 (ex H) and Geico estimate dated July 27th, 2018.
  (R. 21, 22 Partial Motion for Summary Judgment submitted by the Plaintiff)
  (Evidence clearly shows in their own words Plaintiff had my car in their possession; replacements and repairs had not been completed as of July 27, 2017)

First Request to Defendant Interrogatories #21 *(R. 29,30)*

- The Plaintiff States the following, State with specifity the reasons You did not return the rental car when the repairs were completed on August 9th, 2017. Good Grief!
  (R,29,30 First Request to Defendant, Interrogatories #21)
  (Clearly stated by the Plaintiff my car was still in their car and the repairs were completed on August 9th, 2017 as such their replacements had not been completed as of July 21st, 2017)

- Partial Motion for Summary Judgment.

Plaintiff submitted NRAM Collision Center Estimated on 7/21/2017.
Plaintiff submitted a Geico Supplemental Order on 7/27/2017.
(R. Exhibit H & I, Submitted by the plaintiff)

NOTED:
Documents, Exhibits and Statements in the Motion submitted by the Plaintiff to the Court and Judge Carmen T. Mullen.

1. Exhibit G
2. Exhibit H
3. Exhibit I
4. Two ADMIT Statements
5. One Interrogatory Question
6. Statement in Partial Motion for Summary Judgement

Numbers 1-6: Statements, Documentation, Estimates provide by the Plaintiff confirming the repairs and replacements were not completed on July 14th, 2017!

Why does Plaintiff make a statement in the Introduction of the Partial Motion for Summary Judgment?

- **In the meantime, Defendant was in a much newer rental car. The repairs were completed July 14th, 2017. However, Defendant remained in the rental car and did not return to pick up the Sonata until August 25th, 2017.**

    1. NOTED in the following pages Plaintiffs Exhibits and Statements clearly clarify the repairs were not completed on July 14th, 2017.

Also provided to the Defendant, Statement in First Request to Defendant, Interrogatories to Defendant #21 states "the repairs were completed on August 9th, 2017. *(R. 29, 30)*

The Statements, Exhibits and Documents confirms the continued flawed cohesive thinking by Plaintiff: diversions, lies and deceit; It appears their deceitfullnes has moved from the Defendant and now to the court! GOOD GRIEF, SHAMEFUL!

Why does the Plaintiff make a statement Defendant was in a much newer car?

I find that most Rental Cars are new?

Lies about the repairs being completed and I guess I went Joy Riding in a NEWER CAR! Great Plaintiff Strategy!

Defendant returned the next day to pay the deductible by credit card. Defendant stated that he had communicated with Hertz and was informed they were going to report the car stolen if he did not return it on the 26th, 2017. (R.75-86, 49,50)

I made the deductible payment curing Hilton Head Hyundai Service Order balance to ZERO thus expected the return of my car; noted my car was not immediately returned. (R, Credit Card Receipt, $1,000)

- The Hertz Rental Car statement does not concern Hilton Head Hyundai.
- After paying my balance Jessica, the Hilton Head Service Manager added a condition concerning the receipt of my car; I was informed I had to return of the Hertz Rental Car to them prior receipt of my car. (Noted my $1,000 Deductible processed and receipt was in my given to defendant, paid)
- The Hilton Head Hyundai Service Order Contract and Hertz Rental Car Agreement are not contractually aligned. There is not contractual language regarding a relationship with any Hilton Head Service Order. (R. 25,26)
- CONVERSION OF PROPERY! CRIMINAL ACT *(R. 75-86, 49,50)*
- Prior returning to Hilton Head Hyundai I attempted to return the car at the Hilton Head Airport; I was informed they could not process my car and provide documentation thereof.
- I had made arrangements to return the car at the Savannah Airport; I was going to leave my car in at their location and return to pick up my car. (UBER from the Airport to Hilton Head Hyundai) I discussed this with Hilton Head Hyundai but they insisted with the condition set as I would only receive my car if the rental car was Returned to them, regardless if I returned the rental car at the Savannah Airport.
- During the CONVERSION OF PROPERY CRIME, the Hertz Rental Car on their location, Referenced, was closed. Also, there were no Hertz Rental Car personnel present!

A made a statement, I was concerned by the Statement made by Hertz referencing the rental car being reported stolen! Please review call records.
I was surprised Hertz Rental Car comments as there had been no issues on the return of my car.
(R, 16,17,17 - Sprint Call Records – Hertz Phone Number)

- Hertz Rental car contact number is 843-208-3131.
- From July 29, 2018 – August 25th, 2018: One call I made to Hertz Rental Car on August 10th, 2018 the day after my car repairs and replacements was completed; I communicated with them I would be returning in the coming weeks. I confirmed

with their personnel Geico was covering the daily charges as such viewable in my call records there were no attempts to call me concerned about their vehicle being STOLEN.

Defendant was asked by the Dealership Service Manager to return the rental car and he refused. Defendant called 911.

Statements made by the Plaintiff regarding Payment by Defendant curing the Hilton Head Hyundai Balance and the return of Defendants Vehicle. Plaintiff Statements always relate to return of Vehicle but never state that AFTER THE DEFENDANT MADE THE $1,000 and expecting to receive his car the dealership now required the return of the Hertz Rental Car.

Three examples of the Plaintiff's explaining the events related to the Defendant receiving his vehicle in relation to the Hertz Rental Car; these statements and throughout other documents the Plaintiff never states WHEN I received my car because they did not return my car after my $1,000 payment but gave the keys to Deputy Sheriff Dodson when he arrived after I called 911! CONVERSION OF PROPERTY, A CRIME.

- Summon, #9, finally, when the authorized repairs were complete and Plaintiff went to deliver the Defendant's vehicle and retrieve the rental car, Defendant became agitated. *(yes I was agitated because I just made a $1,000 payment curing the Hilton Head Service order and they would not return my car so I called 911.)*
  (R. 19,20 - Summons)

- Partial Motion for Summary Judgment, page 5
  Defendant claims the Dealership Fraudulently required him to return the rental car. There was fraud, after paying my Service Order Balance, Hilton Head Hyundai required the return of my rental car prior the receipt of my vehicle
  (The Hilton Head Hyundai Service order does not make any contractual obligation Regarding any customer related rental car)
  (R. 21,22 Partial Motion for Summary Judgement, Page 5 IV)

- Partial Motion for Summary Judgment, Page 8,
  There is no dispute the Defendant received his Sonata.
  Yes, only after Deputy Sheriff Dodson confirmed with Hilton Head Hyundai that he had my keys and the only way I was going to get them was to return the Rental Car.
  (R. 23,24 Partial Motion for Summary Judgement, Page 8)

"He refused"

I had made arrangements to return the car at the Savannah Airport; I was going to leave my car in at their location and return to pick up my car. (UBER from the Airport to Hilton Head Hyundai) I discussed this with Hilton Head Hyundai but they insisted with the condition set as I would only receive my car if the rental car was returned to them, regardless if I returned the rental car at the Savannah Airport.

The Hilton Head Hyundai Service Order and Hertz Rental Car Contracts DO NOT have any alignment; thus there should have never been a conversation regarding the receipt of my car in relation to the Hertz Car returned to Hilton Head Hyundai. Including not returning my car when I explained to Jessica, their service manager I would not be returning the Rental Car to them! *(R. 25, 26 Exhibit F)*

When a deputy arrived, he confirmed that Defendant needed to return the rental car. (R. 75-86 - 49,50)

- Deputy Sheriff Dodson REQUIREMENT to receive my car, the return of the Hertz Rental Car.
- Deputy Sheriff Dodson confirmed the Rental Car was NOT reported Stolen, confirmed as I was not arrested.
- I could have driven the Hertz Rental Car away from their dealership.
- He stated the reason I had to return the car was the outstanding balance.
- I agreed to return the car if he would put in writing I refused to return the car, it was not reported stolen and was in a condition if met I would receive my car. He agreed then did not write the agreed terms in the noted to me!
- There was no Hertz Rental Car personnel present during this event. I made 2 calls to the Hertz Office on the premise and was informed they were closed. (R, Sprint Call Records, 163)

TWO WRONGS DO NOT MAKE A RIGHT!

- Condition set by Hilton Head Hyundai I was to return the Hertz Rental Car Prior the receipt of my car.
- Deputy Sheriff Dodson confirming there request and including the reason, I had an outstanding balance. GOOD GRIEF!
- In a meeting with Lt. Smith at Jasper County Sheriff's office I addressed the issue confirmed Deputy Sheriff Dodson's requirement and actions were WRONG. He noted Deputy Sheriff Dodson was inexperienced in the contractual obligations etc.

Summary Judgement Standard

Summary Judgement is proper when there is No genuine issue of material fact.

Arguments

Summary Judgement is Appropriate in Favor of the Dealership as to its Defamation Cause of Action.

1. **A False and Defamatory statement concerning another**

2. **The evidence establishes that Defendant Defamed the Dealership and there is no genuine issue of material fact.**

A. Defendant's Statements are Defamatory as a Matter of law.

The Plaintiff is assuming Defendant's statements regarding their actions are False; the defendant will provide the following in trial referenced to the events confirming defendants actions were not Defamatory.

- Wall-Video: Harassment, Untrustworthy, Unethical, Intimidation, Lies.
- Defendant's own Testimony as he was directly involved in all of their Lies Fraud, Harassment, Intimidation, Unethical Behavior, Untrustworthiness and Cohesive flawed thinking related to MULTIPLE LIES!
- Hilton Head Hyundai and Peacock Auto Mall Employees Testimony.
- Legal Authorities, Jasper County Sheriff's Testimony.
- SLED Authorities, Testimony.
- Hardeeville Police Officer Testimony.
- O.C. Welch Employee Testimony.
- Jasper County Sheriff Victim Identification Form

3. **Slander is actionable per se when the Defendant alleged defamatory statements charge the plaintiff with one of five types of acts or characteristics.**

1. **Commissions of a crime – unfitness on one's business or profession**

- May 23rd, 2017, FRAUD: The defendant was told by Hilton Head Hyundai personnel he was required – demanded the defendant's vehicle was to remain at Hilton Head Hyundai because driving the car after the failed engine test was to dangerous. *(R. 65-74 Request to investigate and file charges.)*

- August 26th, 2017: Conversion of Property: The Defendant made a $1,000 Insurance Deductible Payment curing the Hilton Head Hyundai Balance expecting to receive his vehicle per Hilton Head Service Agreement; Jessica, Hilton Head Hyundai Service Manager, added a condition to the defendant as the Hertz Rental Car contractually aligned to the defendant was to be returned prior returning his vehicle.
  (Testimony, Jasper County Deputy Sheriff Hunnicutt and Jasper County Deputy Sheriff Dodson, Hilton Head Hyundai Employee)
  (R. 75-86 Documents – Jasper County Sheriff's Office, 911 Call)

- September 4th, 2017 and December 19th, 2018: Larceny Defendant witnessed a Hilton Head Hyundai Person cross from Peacock Auto- Mall into State Highway Property where the Defendant sign was at reset and steal it running back into the Dealerships.
  (Testimony - Defendant, Deputy Sheriff Hunnicitt and Hardeeville Police Officer Lemus)
  (R. 153,134-143, Pages, Statement, Third Sign Stolen Defendant Statement)

- September 20th,2017: Harassment in the first Degree, South Carolina Code 14-3-1700 (R 107-117, 107a 125-133)

The plaintiff's Security Vehicle followed the Defendant off their premise to the adjacent Wal-Mart where the defendant was parked.

Harassment and Stalking Offenses against the Person
16-3-1700 Definition: Harassment in the First Degree means a pattern of Intentional, substantial and unreasonable intrusion into the private life of a targeted person that serves no legitimate purpose and causes the person in the position to suffer mental or emotional stress. Harassment in the First

Degree may include, but not limited to:

Surveillance of or the maintenance of a presence near the targeted person's
A. Residence
B. Place of Work
C. School or
D. Another place regularly occupied or visited by the targeted person.

I began parking at Wal-Mart on August 26th, 2017 and parked their daily during the time I was doing my activity in front of their dealership. I think its fair to claim I regularly occupied.

Plaintiff provided conflicting affidavit from the driver of the vehicle as he was odered by John Lyons, CFO, to leave their premise and follow defendant to Wal-Mart to observe his behavior. The Police report and conversation I had with Lt. Smith regarding his conversation with them he was told they went to Wal-Mart to see what car I was driving.

(R. 107-117, 107a 125-133) *Wal-Mart Video, Defendants & Jasper County Lt. Smith Testimony)*

- August 30th, 2017, September 1st, 2017, November 1st, 2017 Larceny: Car Breached, Defendants Personal Items Stolen.

The Defendant began the activity in front of the dealership on August 26th, 2017. The first 8 days his vehicle was breached.

1. August 30th, 2017, Second sign 1st sign stolen and upon returning to his car the first few day his windows were open including the car doors – water drenched the interior of his car. (R. 51)

2. September 1st, 2017, Defendants keys were stolen in front of the Hilton Head Hyundai Dealership. *(R. 87-91, Testimony – Jasper County Sheriff)*

3. November 1st, 2017, Defendants Brief Case was stolen from the Median in front of the Hilton Head Hyundai Dealership. (R. 144-152)

4. September 4th, 2017 Second Sign Stolen. (R. 52,134-143, 38-30)

- Lies, Bait N Switch:
Cohesive Lies from Sales, Service and Management Employees at Hilton Head Hyundai. (R, 48-50, 50-55)

Bait N Switch Strategies throughout Sales, Service and Management employees at Hilton Head Hyundai.

4. **Libel is actionable per se if involved written or printed word that tend to degrade the person in the estimation of his friends or Acquaintances or the public or disgrace him.**

My action were and are to inform the public of my business dealings with Hilton Head Hyundai and let them be informed as such.

5. **Defendant's signs stated under Hilton Head Hyundai's name:**

Lies, Lies, Fraud, Fraud
Unprofessional, Unethical, Harassment, Intimidation
Untrustworthy, Lies, Lies, Liars Unethical
Lies Liars Bait N Switch

The defendant confirmed that the words on his sign are in FACT TRUE and not defamatory, libel or slanderous! CONFIRMED AGAIN! 2nd The MOTION TO CONFIRM!

6. **Defendant is accusing the Dealership of being unfit in its business, therefore, his statements are actionable per se.**

B. **Defendants Statements are False a Matter of Law.**

1. **The only admissible evidence in the record is the Dealership did not commit Fraud.**

C **Defendant claims the Dealership made the following false statements.**

i. **The Vehicle had to be repaired at the dealership because it was dangerous to drive to Atlanta. (Answer P 32)**

The Plaintiff does not provide the Reference Answer p. 32.

The Statement refers to the damages related to driving the vehicle through a pot hole. The muffler was detached and at the time Corey Johnson told me verbally and visually all 4 CVC – Axle joints were damage. The service personnel that looked at my car were surprised I made the drive to their dealership. So yes, the car was to dangerous to drive but I reference the damages not the Failed Engine Test.

a. **Ex. A, the plaintiff states Hyunda's Recall Information indicated that the car could stall creating a dangerous situation.**

The Hyundai Collateral Exhibit A States the following:
Some customers have experienced sluggish engine behavior, knocking noise, or, in more severe cases, loss of engine power, engine seizure, or stalls while driving. Although prior inspections may not have found issues with your vehicle if you experience engine knocking, unusual engine noise, or illumination of the oil lamp, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed

I ask the court to please confirm the following from the Plaintiff? (Ex A)

- Where does it states the stall could create a dangerous or crash situation?
- Where does it say that the engine failure could cause harm to the Driver as told to me by Cory Johnson. As I was required by his demand to leave the car at their dealership
- It actually states if you are concerned to call and schedule an inspection, not immediately stop and have your car towed because it is so dangerous to drive as stated by plaintiff.
- Plaintiff states The Dealership was instructed by the manufacturer to test all cars within the recall and, if failed, to replace. Please ask the Plaintiff in Ex A, Ex C it states the Dealership that performed the engine Test is the required dealer to install the engine?

It appears the Plaintiff confirms their statements to me were Fraudulently as they required me to leave my car at their dealership!

I signed the Service Order to have the engine replaced because their Service Person said I had no other option. I was informed the New Engine replacement would take up to 90 days; makes sense I would prefer to have this installation done at a local Dealership where I lived, in Atlanta

b.

c. **Defendant claims the Dealership made the following statements:**
   i. **The vehicle had to be repaired at the dealership because it was dangerous to drive to Atlanta.** *(R. 32, 36,43,44,45)*
      - The car was dangerous to drive because I drove through a Pot Hole and CVC joints were damaged and had to be replaced.

- Hilton Head service personnel Fraudulent statement regarding to dangerous to drive resulting in harm to me was made at this point and reference the Engine Failed Test.

- I would have had the damages from the pot hole completed and had the new engine recall replacement completed in Atlanta.

a. Recall information indicated that the car could stall creating a dangerous situation! (R. Ex C)

The recall information states that the engine could stall but makes not alignment creating a dangerous situation as Hilton Head Hyundai stated as a result Fraudulently requiring me to have the engine replaced at their dealership thus Financially benefitting from the False Statement.

The Dealership was instructed by the manufacturer to test all cars within the recall and, if they failed, to replace the engine. (R. Ex. C)

Failed test results in the Manufacturer replacing engine but no statement documenting the dealership that ran the test is the only required Dealership to install the engine.

The test was performed by the Dealership and showed that the engine failed the recall test.

I receive a failed engine Test Result, it was stolen with other documents on October 31, 2017. *(R. 144-152)*

Hackney Signed a Repair Order agreeing the car would be repaired by the Dealership! (Ex E)

Yes, under the False and Fraudulent statements made by Corey Johnson I was REQUIRED, HE DEMANDED I leave my car in their possession. I was not given an option. I visited a Hyundai Dealership in Atlanta and the informed me the recall – new engine replacement could have been completed at any dealership. *(R.45)*

I had been driving the car for over 13 months since the recall announcement!

b. The Dealership did not have a duty to tell the Defendant he could take the risk to drive the Sonata back to Atlanta.

I was told on September 13th, 2018 by John Lyons; Jessica their Service Manager presented me a waiver of liability if I drove the car after the FAILED Test. So I guess their story has changed again! GOOD GRIEF LIES LIES and LIARS! Noted, I was not presented any waiver and did not speak to Jessica until I was back in Atlanta Georgia.

Plus, the manufacturer made it clear that any failed engine must be replaced. The information provided by the Manufacturer does not state that the dealership that performed the test was the required Dealership to install the New Engine. Again, the plaintiff appears to make the leap from FAILED engine test to a lie to the customer regarding the car being required/demanded at their dealership.

ii. **Defendant claims he was falsely told the engine was replace with a new engine. a. Defendant has presented no basis for this allegation. b. The evidence in the record shows that the recall repair was performed by the installation of a new engine (Ex. F)**

I never made this statement or accused Hilton Head Hyundai of not replacing an engine. *(R. 35,36)*

iii. **Defendant claims he was told by the new Sales Manager and Jessica that They never get involved in a quote related to any accident but he received A quote from Corey Johnson. (Answer p. 32, Plaintiff did not support p 32)**

Exactly, On August 25th, 2017 I explained to Jessica that many replacements and repairs were not completed; she commented that they do not provide quotes and it was Geico's fault! After her absurd comments I asked to speak to her boss and was escalated to the NEW CAR SALES MANAGER who cohesively confirmed her statement by repeating Hilton Head Hyundai does not provide quotes! Absolutely ridiculous and their statements were rehearsed, cohesive and stated to create a diversion and misdirection to their mistakes related to the service of my vehicle. *(R. 47,48)*

a. **Defendant admit that Geico performed and inspection of his vehicle and authorized certain repairs. He also admitted that GEICO had the sole and final authority to authorize payment for repairs to the car. (Ex G) Failure to answer Request to Admit within 30 days deemed an admission. Rule 36 SCRCP) (R. 154-183)**

Pathetic Statement and clearly weak strategy that confirms why I educated the public of their business practices for 250-270 plus days.

I entered a Motion to Stay to the court and was heard by Judge Carmen T. Mullen; I also entered a motion to admit my responses to ADMIT questions by the Plaintiff on October 5th, 2018.

b. **The GEICO $208 undercover that was approved and paid on September**

6th, 2017. (R. 32-36)

- It is a standard part that is required to be replaced.
- The part was RIPPED off after I drove through the Pot Hole.
- I met my Geico adjuster, the same as handle the Issues with Hilton Head Hyundai and pointed out the undergarment was not replaced and he approved and cut a check for the part!
- I delayed my trip back to pick my car up and specifically discussed the undergarment not being replaced as such they created the Supplemental on July 27th, 2017 but replace the undergarment below the Radiator.
- How does a Hyundai Dealership not Notify to the Customer and/or adjuster that the undergarment that protects the Muffler System that was replaced was not on the car. Then a lie noting that Geico approved the Radiator undergarment but not the mid Section Garment! Their defense of their lies is shameful and only confirms my efforts for 250-270 plus days to inform the public of their lies and not they are LIARS!

iv. **Defedant claims the Dealership fraudulently required him to return the rental car. (R. 75-86, 48-50, 25,26)**

The Hilton Head Service order does not state in their T's and C's that a customer must return any rental car prior receiving their car.

After I made a payment of $1,000 to cure the Hilton Head Hyundai balance I did not receive my keys to my car; Hilton Head Hyundai required me to return the rental car before receiving my car! I called 91

a. **Good Grief, I refuse to answer their statement/Question regarding the Conversion of Property Crime Committed.**

b. **Defendant admits that he was told by two Jasper County Sheriff's Deputies that he needed to return the Hertz Rental Car prior to receiving his car. (Amended Answer 19-20 – Docs not provided by Plaintiff)** *(R.49-50,75-86)*

- Deputy Sheriff Dodson REQUIREMENT to receive my car, the return of the Hertz Rental Car.

- Deputy Sheriff Dodson confirmed the Rental Car was NOT reported Stolen, confirmed as I was not arrested.

- I could have driven the Hertz Rental Car away from their dealership to get advice on the grossly mismanaged situation.

- He stated the reason I had to return the car was the outstanding balance.

- I agreed to return the car if he would put in writing I refused to return the car, it was not reported stolen and was in a condition if met I would receive my car. He agreed then did not write the agreed terms in the noted to me!

- There was no Hertz Rental Car personnel present during this event. I made 2 calls to the Hertz Office on the premise and was informed they were closed. *(R, Sprint Call Records, 164-165)*

TWO WRONGS DO NOT MAKE A RIGHT!

- Condition set by Hilton Head Hyundai I was to return the Hertz Rental Car Prior the receipt of my car.

- Deputy Sheriff Dodson confirming there request and including the reason, I had an outstanding balance. GOOD GRIEF!

- In a meeting with Lt. Smith at Jasper County Sheriff's office I addressed the issue confirmed Deputy Sheriff Dodson's requirement and actions were WRONG. He noted Deputy Sheriff Dodson was inexperienced in the contractual obligations etc.

v. **Defendant claims a Dealership employee told him the owned the Hertz on their premise. (Answer P. 38 Docs nor provided by Plaintiff)** *(R. 50,51)*

The Hilton Head Hyundai employee is Matt Houghton.

- Lately he drives a while Genesis, he also enlightens me daily with his Middle Finger. Another Great Ambassador for Peacock Auto Mall!

- Mat also approached me with another short gentleman; the result of our conversation was a meeting set with John Lyons. They both noted managers from another dealership as such were present in the meeting with John Lyons on September 13th, 2017. I understood their presence in the meeting to be for witness – protection and/or another pair of eyes on

the conversation. Shortly after I asked where they went as I returned to ask John Lyons a question and a person answered back to the Hyundai Dealership. I followed up with a question and it was explained to me they were both managers of the Hyundai Dealership! Good Grief!

- John Lyon should be able to identify the person as he was present in the meeting and I addressed the ridiculous statement he made regarding Hertz Rental Car as it was intended to deflect the seriousness of their actions. I moved the conversation forward he was embarrassed I called out his statement in the meeting. John Lyons looked at him in disbelief and disappointment.

- Identify Mat by his Cell phone call records! He approached me and noted O. C. Welch called him the previous day and mentioned to me I heard you an O.C. Welch spoke yesterday. He identified himself as another dealership manager as I thought a good faith effort by New River Auto Mall to send an outsider to review the issues and find a resolution.

- O.C. Welch will confirm that he did call Mat Houghton the previous day, August 30th, 2017 to inquire why I was walking with a sign in front of their dealership. Mat opened the conversation that OC and he spoke "Yesterday" as he said to me I heard you talked to O.C. Welch. I can confirm I spoke with Mat through his and O.C Welch Phone records. O.C. Welch will provide phone records if required; his and Mat's records will show a phone call on August 30th, 2017.

a. **Defendant claims a manager from another Peacock Dealership not someone who pupated to be a representative of the Plaintiff, told Him the owned the Hertz on their premise (Answer P 17) This is hearsay and not admissible.**

I will provide Testimony regarding the statements made by Matt Houghton, Hilton Head Hyundai Manager. The statement is NOT Hearsay!

Lies and a Liar, he stated he was not a Hilton Head Hyundai Employee to appear neutral when actually he was engaged in a deceitful tactic to defuse the issue including the Conversion of Property crime the Dealership had committed.

b. **Plaintiff claims the statement was made after he had returned the rental car, therefor it could not have been made with the intent that**

he rely upon it.
The statement was to defuse the Conversion of Property Crime they committed days prior. Insulting as he thought I was an idiot and was to believe him the Hertz Rental car was Franchised! I immediately confronted the lies he stated and he deferred to well we do a lot of business with them!

2. **The only evidence is that the Dealership did not act unethically. Defendant claims the Dealership acted unethically in the following manner.**

That statement is funny, especially followed by the Wal-Mart Video Defense!

a. **Defendant claims the Dealership acted unethically when its security officer followed him into the Wal-Mart parking lot.** *(R. 107-117, 125-133)*

I ask court and The Honorable Carmen T. Mullen to watch the video as I requested the court room facilities to play the video.

I had been doing activity and mirrored by the same Security Vehicle daily 8-10 hours; I left their premise and the same vehicle follows a protester – customer to where I was parked. He drove slowly in front of me to let me know he was there then parked in sight of me! At trial, I will trust the Jury's judgement it they think it was unethical for Hilton Head Hyundai Security Vehicle to follow me to Wal-Mart.

- September 20th,2017: Harassment in the first Degree, South Carolina Code 14-3-1700

The plaintiff's Security Vehicle followed the Defendant off their premise to the adjacent Wal-Mart where the defendant was parked.

Harassment and Stalking Offenses against the Person
16-3-1700 Definition: Harassment in the First Degree means a pattern of Intentional, substantial and unreasonable intrusion into the private life of a targeted person that serves no legitimate purpose and causes the person in the position to suffer mental or emotional stress. Harassment in the First Degree may include, but not limited to:

Surveillance of or the maintenance of a presence near the targeted person's
E. Residence
F. Place of Work
G. School or
H. Another place regularly occupied or visited by the targeted person.
I began parking at Wal-Mart on August 26th, 2017 and parked their daily during the time I was doing my activity in front of their dealership. I think

its fair to claim I regularly occupied.

Plaintiff provided conflicting affidavit from the driver of the vehicle as he was ordered by John Lyons, CFO, to leave their premise and follow defendant to Wal-Mart to observe his behavior. The Police report and conversation I had with Lt. Smith regarding his conversation with them he was told they went to Wal-Mart to see what car I was driving.
(R. Wal-Mart Video, Defendants & Jasper County Lt. Smith Testimony, Tab 6)
(107-117, 107a, 125-133)

I received a Victim Identification Form and charges were Assault and Battery with the Intent to harass. I followed up the following 10 days to see when the person driving the vehicle was going to get arrested; no response. Finally a Jasper County Lt. approached me outside the Sheriff's Office and said what happened was not harassment and they were not going to do anything to Mr. Peacock! GOOD GRIEF!

i. **The affidavit of the Dealership's David Salzman states that he did observe Defendant for several minutes in the Wal-Mart Parking lot because he was concerned about his erratic behavior at the Dealership.** *(R. 55,107-117, 125-133)*

- Erratic Behavior? Jasper County Sheriff Office did receive 911 calls regarding my activity but it was related to lies stating I was in front of their entrance blocking traffic. There was never any conversations regarding my erratic behavior.

- I guess by their attempts to enter a restraining order and then when denied appeal it through reconsider and then to the State Appellate Court Define their thinking one exercising First Amendment Rights is erratic.

- What Authority does their Security Person have off their premise.

- I believe we have Legal Authorities that interact with a Person exercising their First Amendment Rights and the associated Business; surely not the associated business.

- The Jasper County Sheriff Office Incident report and statement from Peacock Auto- Mall the following day stated they went to Wal-Mart to see what car I was driving. Noted. The Jasper County Sheriff Smith and I laughed when we discussed their comments.

Mr. Salzman was approached while inside his parked car in the parking lot by the Defendant who physically threatened him.

- Prior days I had 2 signs stolen, car keys stolen, cursed daily, informed I had a criminal record and they knew where I stayed criminal record.
- As stated, I was mirrored daily by the same vehicle.
- Yes, I approached the vehicle as their behavior towards me was aggressive and now it was beyond their property. I took offense and yes went on the offensive and inform if he continued to follow me of their premise I was going to take my 7 iron out of my car and insure that the harassment, intimidation tactics would stop one way or another!

ii. **It is certainly no unethical for a business to express concern for the safety of its employees and customers.** ***(R. 55,107-117,107a, 125-133)***

I agree, they provide security and have authority on their premise but a bit overreach when they follow a customer to another location.

I called 911 from their premise on August 26th, 2017 to have the Jasper County Sheriff office retrieve my vehicle and Sheriff Hunnicutt, a Jasper County Sheriff working off duty, approached me first then informed me a on Duty Sheriff was on their way as such the on duty officer handled my issues.

Makes sense to follow a similar approach for erratic behavior?

- Perhaps take a video and give it to the Sheriff's Office? That could not happen as there was not erratic behavior to record.

  or

- Do not take a video of erratic behavior or call 911 but follow the individual off premise to Wal-Mart where individual was parked. (Hmm, I would think a Jury will call that behavior Unethical!

b. **Defendant claims it was unethical for the Dealership to direct him to the New Car Sales Manager to address his concern when he asked to speak with the owner or General Manager.**

i. **There is no evidence of unethical behavior related to this encounter. Defendant admits that the individual identified himself as the New Car Sales Manager.**

I requested to speak to the person Jessica, Hilton Head Hyundai Service Manager, boss, owner or general manager. *(Defendant Testimony)*

- If the general manager or owner was not available then she should have informed me as such; then ask me if I wanted to speak to the New Car Sales Manager. I would have responded NO as this was a service issue and not related to a new car and I want to speak to the person she reported vertically.

- Jessica did not introduce me to the person; including the individual did not formally introduce himself by name and/or title including informing me was neither of the persons I requested to discuss my concerns/issues.

- Moments after our brief meeting I attempted to pay my balance and another Hilton Head Hyundai Service Person identified the General Manager was present as he attempted to resolve the check machine verification issue; Jessica did not introduce me to him. Jessica's intended efforts was to direct me to another person that she did not report.

- I wanted to speak to someone was because the July 27th-28th, 2017 supplemental record delayed my return. Jessica and I discussed the Mid Section Under-Garment protection, a standard part, not being replaced and Geico approved. I was astonished as just prior entering an office to speak to the New Car Sales Manager she noted Hilton Head Hyundai does not provide quotes; the man whom I spoke reiterated the same message to me. I took it as a clear cohesive message to deflect the real issue why a Standard Sonata under garment protection part that was clearly ripped off during the accident was not replace. Typically, a person of business entity authority would not make such a statement nor be cohesive in a response. Thus, why I was not moved vertically on my request.

c. **Defendant claims the Dealership acted unethically when its Telecheck machine could not read his check.**

I. **Defendant admits that the Telecheck machine was unable to read the check. (ex G, Request to Admit No 4) failure to answer Request to Admit within 30 days deemed an admission Rule 36 SCRP. (Motion to Allow ADIMIT questions Submitted October 5th, 2018)** (Defendant Testimony)

- The interesting cohesive effort was concerning; 4-5 people all surrounded the check machine and attempted to get my check to be processed for approval including the General Manager. As I looked at this weird effort the person who identified the General Manager. "Rolled his Eyes at me" as I took it in disbelief they were attempting a valiant effort but a deceptive one!

- There was no attempt to verify if their machine was default, escalate approval to a higher person within Hilton Head Hyundai including their check verification vendor! They were aware I did not have a debit or credit card on me and from Atlanta, Georgia as such just let me walk out the door without my vehicle.

- One of my concerns regarding their behavior was the following days as I learned that they were part of an Auto Mall and had relationships with the other dealerships. I assume a manager could have walked to anyone of them to verify if it was their machine or my check that was the issue. Maybe, getting an approval? At the very least see if their machine read the check? Makes sense? An effort at least?

- Base on my experience if their check verification machine goes down and is not working all the customers during that time period who prefer using a check for payment would be out of a process to retrieve their car! I would assume a large organization as an Auto Mall would have an escalation procedure for this process. Surely, they would not say to their customer our check verification machine is not working – broken so can you come back another day to get your car! Good Grief! Well, this is what happened to me!

- Noted: If their machine does not work it is same as a check not appearing to be able to process! As it stood there were there other options including escalating internally, escalating to the vendor or any other dealerships machine? I was disappointed and astonishing no other effort was made and they just let me walk out the door without my car.

3. **The Dealership did not harass or intimidate the Defendant**

   a. **Defendant claims he place his personal belongings along the side of the road and that unknown persons stole his items while he was standing some distant away.** *(R. 87-91,100-106,144-152,153,123-143)*

   2 SIGNS, I SET OF CAR KEYS AND ONE BRIEF CASE

   SIGNS

- **August 30th, 2017**
  I confirm that the sign was stolen out of my car. *(R.87-91)*

- **September 4th, 2017**
  An African American dressed similar to Car Salesman I see in the dealerships with Tan Slacks, Short Sleeve Shirts. (Red – Blue Shirt) The person could have been easily identified as Peacock Auto – Mall dealerships have cameras in and around their dealership but Deputy Sheriff Hunnicutt made no effort to assist identifying the person who stole my sign. *(R. 123-143)*

His testimony in court will provide a timeline that I did not have a sign when I approached him regarding the theft and had not left the area in front of the Peacock Auto Mall.

The event happened immediately after I was told to leave the premise and quit doing my activity. The two other Sheriff Deputies drove away as deputy Hunnicutt was parked behind the Peacock Auto Mall sign confirming I was leaving. As I walked back from my sign to get my keys I motioned to him what I was looking for them; as I walked back concerned he would not think I was leaving and arrest me as they had threatened. Moments later he saw me run after a person who stole my sign and did nothing except give me a no trespassing notice.

- **January 19th, 2017** *(R. 153)*
  Two Caucasian men drove up from exiting Peacock Auto- Mall and drove to the grass and jumped from the vehicle and put the sign into the White Mini Van. Similar to the ones parked in front of the Dodge Jeep Dealership – in the grass. I could not identify exactly what they were wearing.

CAR KEYS (R. 87-91)

- On September 1st, 2017 I watched gentleman stand over my items that were hanging on theCable Notification pole. He was 20 plus feet away from the Circuit Breaker Box that he said he was looking for. I went to my belongings and he walked back towards the Auto-Mall Entrance sign where he shuffled Pine needles for 10 minutes before leaving. I check my belongings and my keys were missing. I called 911.

- I told Deputy Sheriff Hartley of the theft and she recommended I park under Security Cameras. Please review the police report, the statement made after the incident noted, Shawn!

- The person I spoke to answered me when I asked his name, Shawn.

- The person, Shawn was dressed in brown pants wearing a button down shirt and was wearing a hat. He was facing me as I started to approach him but moved toward the sign and was facing the other direction prior him leaving. He was 5'10 - 5'11, white male, appeared to be short blonde hair –noted he was wearing a hat.

- The person was driving a nice truck and appeared to be Management as he was fairly well dressed; noted his appearance and then comments he was looking for the circuit breaker box (Power) as such this is when I became suspicious!

BRIEF CASE STOLEN *(R. 144-152)*

- On October 31, 2017 Judge Carmen T Mullen ruled against the Plaintiff for the Second Time
  Denying their reconsider for the temporary Injunction to the Defendant.

- The previous days I had car keys stolen, Signs stolen including from inside my car so I tied my brief case to the drain in the median of the road adjacent to the entrance of the dealership. THE FOLLOWING DAY AFTER HER RULING BASICALLY ENFORCING MY RIGHT TO CONTINUE MY ACTIVITY IN FRONT OF THEIR DEALERSHIP MY BRIEF CASE WAS STOLEN, COMPUTER, LICENSE, PASSPORT, CASE DOCUMENTS, WALLET – CREDIT CARDS and CASH!

- Following the theft I had to borrow 20 dollar from O.C. Welch until the following day I went to the bank as noted my credit cards, cash were taken.

- I called 911, please review the TAB regarding the lack of follow up related to Jasper County Sheriff's Office.

b. **He further claims that whole he was standing on the Roadway, he left his car in the Wal-Mart Parking lot, only to return and find that the doors and windows were open.** Defendant Testimony

- Circumstantial Evidence: Mike Butt whom I spoke regarding my car, the New Car Sales Manager had cussed me days prior including calling me a crack head. He had yelled as I walked in front of their dealership doing my activity, he knew I was parked at Wal-Mart

- I had two MacBook Pro Computers in my car and they were not stolen. The car was breached and it was not for theft, it was clearly an intimidation tactic and it was for three consecutive days!

- I told Deputy Sheriff Hartley about the breach and she recommended I park under Security Cameras.

i. **Defendant has presented not admissible evidence that any of these acts were committed by the Dealership or at its direction.**

ii. **If a Servant acts for some independent purpose of his own, wholly disconnected with the furtherance of his master's business, his disconnected with furtherance of his master's business, his conduct falls outside the scope of his employment.**
The Dealership is in the business if selling and servicing automobiles. None of the acts Alleged by the Defendant can be said to be in furtherance of Plaintiff's business.

Over the 250-270 plus days, 3-5 people stopped to hear my story and I mention all the theft per above including other events and action by Hilton Head Hyundai employees.
Lets call it a minimum 75 plus conversations, NOT ONE person said...are you sure it was a Hilton Head Hyundai Employee

This pending CIVIL COURT, the evidence is my testimony of the events and witnesses as such let the Jury make their own minds related to the following!

Sign stolen from Car - Car windows opened – car drenched: both instance my two MAC computers valued $4,500 plus in the car were visible and NOT Stolen.

The DAY AFTER Judge denying their restraining order all of my personal items were stolen, noted one would think I would have to return to Atlanta with no license, cash, credit cards etc but I was back the next morning at 10:00 AM SHARP!

C. Defendant published the Statements to Third Parties

I am educating the public on my business interaction with Hilton Head Hyundai!

9. <u>Defendant published his statements with his signs on a public roadway and speaking with passerby's regarding his statements about the Dealership.</u>

I am educating the public on my business interaction with Hilton Head Hyundai!

10. <u>The Dealership therefore request that the Court grant summary judgment in its favor as to defamation and schedule a hearing on damages</u>.

Ridiculous, let the Jury hear the testimony and facts!

If they are so confident in their case they will have their verdict; typical over step request by plaintiff requesting court to deny an American Citizen the right to be judge by each one's peers.

II. Defendant is Entitled to Injunctive relief after Defamation is Established

11. **The Supreme Court of the United States has made it clear that defamatory speech is not Protected by the first Amendment!**

Makes Sense, but my comments and actions are not defamatory because they are true; I am confident my testimony, testimony of witnesses and documents submitted to Jury will confirm as such.

12.

13.

14.

15. **Therefore, the Dealership request this Court to narrowly tailor a permanent injunction preventing Defendant from publishing the defamatory statements that the Dealership has acted Fraudulently, unprofessionally, untrustworthy, dishonestly, unethically, or that is engaged in harassing or intimidating behavior.**

Make sense to let the jury decide; I assume the Plaintiff, may I say.. is SCARED of a jury trial! After the July confirms my statements were not defamatory then it is set I have the right to do my activity any day my time permits. I guess I would be scared if I was the Plaintiff!

I have not and will not hire an attorney to represent me because I want the Jury to hear me directly; I was in the conversations related to fraud, unprofessionalism, untrustworthiness, dishonestly, unethical behavior, witnessed and victim of Plaintiff's harassing and intimidating behavior.

III. SUMMARY JUDGMENT SHOULD BE GRANTED IN THE PLAINTIFF'S FAVOR AS TO DEFENDANT'S COUNTERCLAIMS.

A. A Summary Judgement Should be Granted as to the Defendant's Conversion Cause of Action

16. **Conversion is an unauthorized assumption and exercise of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights.** *(R, 75-86)*

- I paid my Hilton Head Service Order Balance on August 26th, 2017, $1,000 deductible with the intention of receiving my car. Following my payment, Jessica – Hilton Head

Service Manager did not return my car but added a new condition; she demanded I return the Hertz Rental Car.

- The Hertz Rental Car was contracted in my name and at the current time of the Conversion being billed and paid by Geico, my insurance company.
- The Hilton Head Service Order and Hertz Rental Agreement do not have any legal alignment or binding condition on payment of one to receive the other!
- I called 911 to have the Local authorities retrieve my car.
- I was informed by the Jasper County Sheriff because there was a balance he would not Return my car unless I turned the Hertz Rental Car.
- I refused and let him know I was going to return it at the Savannah International Airport as the Hertz Rental Car on the Auto Mall Property was closed and present during this Criminal Act there were no Hertz Employees present.
- I did not receive my car from Hilton Head Hyundai, the Sheriff gave me the keys.
- CONVERSION OF PROPERTY, CRIMINAL ACT occurred after my payment of $1,000 to cure my balance! Payment for repairs and replacements = return of car, that did not occur. At this point they converted my property to their possession!
- At trial, Jasper County Sheriff Deputies will provide testimony they spoke to me after I called 911: I made my $1,000 and Hilton Head Hyundai would not return my car.

17. <u>Defendant claim that he had a ten-minute conversation with an employee of the Dealership regarding whether he was required to turn in the rental car prior receiving the Sonata.</u>

- On August 26th, 2017 I called 911 after Hilton Head Hyundai would not return my car after making a $1,000 payment to cure the balance thus expecting the return of my car.
- Jasper County Deputy Sherriff Hunnicutt working Security for the Auto-Mall arrived at the Dealership and I requested that he retrieve my vehicle; I gave him the $1,000 payment receipt.
- We discussed other issues related to my experience with Hilton Head Hyundai.

- I was in the conversation on August 26th, 2017 with Jasper County Sheriff Hunnicutt; I made a 911 call as such there was no questions or discussion if I was suppose to return my Hertz Rental Car to Hilton Head Hyundai including returning it at all! I called 911 so the legal authorities would retrieve my car; I made a $1,000 payment to balance the Hilton Head Service Order to ZERO and they would not return my car.

19. <u>Defendant admits that it was the Jasper County Deputy who required him to leave the Keys to the rental car</u>.

- Good Grief, I was told by Jasper County Sheriff Dodson that I had an outstanding Hertz Rental Car balance and the ONLY way I was going to get my car was after I returned the Rental car!
- Noted: The Rental Car located on the Auto – Mall Premise was closed.
- Noted: There were no Hertz Rental Car Personnel Present during the incident.
- Noted: The Hertz Rental Car was not reported Stolen.
- Regardless of the balance, Sheriff Dodson was out of his authority rights.

19. <u>Defendant admits that it was the Jasper County Deputy who required him to leave the keys to the rental car.</u>

- Per #18, I called 911 for them to retrieve my car as I had just payed the balance on the Hilton Head Hyundai Service Order.

20. <u>There is no Dispute that Defendant received his Sonata.</u>

- An individual robs a bank but then decides to return the money! Robbing the bank is still a crime regardless if THE BANK RECEIVED THEIR MONEY BACK! GOOD GRIEF!
- I had a Service Order Agreement with Hilton Head Hyundai to repair and replace parts.
- Hilton Head Hyundai billed Geico directly except the $1,000 deductible.
- On August 26th, 2017 I made the $1,000 payment and did not receive my car after making the payment!
- My keys were given to me by the Jasper County Sheriff who arrived after I called 911.

21. **Therefore, summary judgement should be granted in the Dealership's favor as to conversion.**

- Funny!

B. Deceptive Service Tactics

1. **Defendant claims that the Dealership's statements that it was unsafe to drive the Sonata back to Atlanta when it failed the engine recall test was a "Deceptive Service Tactic."** (R.)

- I was told by Cory Johnson that I was required to leave my car at their Dealership because of the FAILED ENGINE TEST!

- There is no statement in the Documentation provided by the Manufacturer that States the Dealership that runs the test is the dealership the completes the New Engine Installation.

- Corey Johnson stated the car was dangerous and could harm me if driven; false statement as the Manufacturer Documentation does not state any danger but noted The engine could stall.

- Clearly, demanding me to leave my car at their Dealership they financially benefited from the New Engine Installation; I do not think it is a stretch to state this was a Deceptive Service tact as in fact it is Fraud.

- On September 13th, 2017, John Lyons told me I was presented a waiver to sign releasing their Dealership from Liability if I drove the car home to Atlanta. Another Cohesive lie, there is no such document.

a. **Only evidence in the record is that the manufacturer identified the risk of a crash while Operating a vehicle that failed the recall engine test. (Exhibit C) The manufacturer instructed the Dealership to replace any engine that failed the test.**

- Well, I guess Hilton Head Hyundai Dealership is an interpreter of English; Exhibit C states the engine could stall but does NOT state risk of a crash.

- The Manufacturer Instruction do not state that the car should not be driven after the failed test!

b. **Defendant does not dispute that his vehicle was subject to the recall, that his car failed the recall inspection, that his engine needed to be replaced, or that he authorized the repair.**

- I receive a document from the Hilton Head Hyundai Dealership stating a failed Engine Test!
- On August 25th, 2017 I returned to Hilton Head Hyundai to retrieve my vehicle and asked for documentation on my new Engine and was told by Mickey Harvester there was none but my engine looked new! GOOD GRIEF!

c. **The Dealership statement that the car should not be driven until the engine was replaced was based on the instruction of the manufacturer and was designed to protect the safety of both the Defendant and other drivers on the road.** (R)

- As noted there is NO reference to an Exhibit because the Manufacturer does not state their statement

C. VIOLATION OF CONSTITUTIONAL CIVIL RIGHTS

1. **Defendant does not have a constitutional right to publish defamatory statements.**

- Plaintiff is assuming the statements are defamatory; defendant has a constitutional right to make statements to anyone anywhere if they are true as such I do have a right because I was in every event and conversation!

2. **Defendant seems to confuse constitutional rights with some imagined right not to have his feelings hurt in that he claims his rights were violated by people insulting him while he was protesting.** *Defendant Testimony*

- I am glad to read the Plaintiff confirms they insulted me while I was doing my activity.
- I can handle the insults from their premise but when they crossed over to the State Highway 278 directing their golf carts toward me threatening me it appears to be a crime.

3. **Defendant's claim that some unknown person stole his car keys or opened his car windows and doors unrelated to any constitutional right he may have.**
Defendant Testimony

- The Hilton Head Employees intent was to Harass and Intimidate so I would leave town and stop doing my activity in front of their dealership.

4. **Defendant claims that his signs were stolen by unknown persons or that he was followed by a security guard is not a violation of his civil rights as a matter of law.**
Defendant Testimony

- A person protest in front of a business for 17 days and on the 18 day an employee of the business runs off their premise onto State owned property where the individual is doing their activity to steal the persons aign and succeeds as such!

- Noted: that Citizens sign was part of their right to exercise First Amendment Rights and it was stolen by the business employee.

- Maybe not a crime in Russia but we live in the United States of America and we do have laws!

Three Signs Stolen *(R.153)*

- **August 30th, 2017**
I can only confirm that the sign was stolen out of my car.

- **September 4th, 2017**
An African American dressed similar to Car Salesman I see in the dealerships with Tan Slacks, Short Sleeve Shirts. (Red – Blue Shirt)
The person could have been easily identified as Peacock Auto – Mall dealerships have cameras in and around their dealership but Deputy Sheriff Hunnicutt made no effort to assist identifying the person who stole my sign.

His testimony in court will provide a timeline that I did not have a sign when I approached him regarding the theft and had not left the area in front of the Peacock Auto Mall.

The event happened immediately after I was told to leave the premise and quit doing my activity. The two other Sheriff Deputies drove away as deputy Hunnicutt was parked behind the Peacock Auto Mall sign confirming I was leaving. As I walked back from my sign to get my keys I motioned to him what I was looking for them; as I walked back concerned he would not think I was leaving and arrest me as they had threatened. Moments later he saw me run after a person who stole my sign and did nothing except give me a no trespassing notice.

- **January 19th, 2017**
  Two Caucasian men drove up from exiting Peacock Auto- Mall and drove to the grass and jumped from the vehicle and put the sign into the White Mini Van. Similar to the ones parked in front of the Dodge Jeep Dealership – in the grass. I could not identify exactly what they were wearing.

- I told Deputy Sheriff Hartley of the theft and she recommended I park under Security Cameras.

Security Person following Defendant to Wal-Mart
(R, Wal-Mart Video – Tab

D. DECEPTIVE SERVICE – PAYMENT TACTICS

1. **Defendant claims the failure of the Dealership's Telecheck machine to read his check was a deceptive service – payment tactic.**

   a. **Defendant admits that the Telecheck machine was unable to read the check (Request to ADMIT) Failure to answer Request to Admit within 30 days deemed an admission.**
   b. **Many businesses use Telecheck to provide added assurance that the check will be paid. There is nothing deceptive in using this established business procedure.**

On August 25th, 2017

- The interesting cohesive effort was concerning; 4-5 people all surrounded the check machine and attempted to get my check to be processed for approval including the General Manager. As I looked at this weird effort the person who identified the General Manager in Number 10

  "Rolled his Eyes at me" as I took it in disbelief they were attempting a valiant effort but a deceptive one!

- There was no attempt to verify if their machine was default, escalate approval to a higher person within Hilton Head Hyundai including their check verification vendor! They were aware I did not have a debit or credit card on me and from Atlanta, Georgia as such just let me walk out the door without my vehicle.

- One of my concerns regarding their behavior was the following days as I learned that they were part of an Auto Mall and had relationships with the other dealerships. I assume a manager could have walked to anyone of them to verify if it was their machine or my check that was the issue. Maybe, getting an approval? At the very least see if their machine read the check? Makes sense? An effort at least?

- Base on my experience if their check verification machine goes down and is not working all the customers during that time period who prefer using a check for payment would be out of a

process to retrieve their car! I would assume a large organization as an Auto Mall would have an escalation procedure for this process. Surely, they would not say to their customer our check verification machine is not working – broken so can you come back another day to get your car! Good Grief! Well, this is what happened to me!

- Noted: If their machine does not work it is same as a check not appearing to be able to process! As it stood there were there other options including escalating internally, escalating to the vendor or any other dealerships machine? I was disappointed and astonishing no other effort was made and they just let me walk out the door without my car.

E. STANDARD BUSINESS GUIDELINES AND PRACTIVES NOT FOLLOWED

1. **Defenfant has failed to identify any Standard Business Guidelines and Practices" that The dealership has a duty to follow**

2. **Defendant notes that multiple supplemental service orders were created during the course of the service work on his vehicle. A portion of the repair work was completed In the Dealership's service department and separate repair orders were necessary for the work performed under the manufacturer's recall and the repairs covered by GEICO. The work performed in the Collision Center followed a standard process by which supplemental orders are prepared when changes are made to the original estimate.**

   Get info

3. **As set forth above there is no evidence of fraudulent statements by the Dealership's employees.**

   - Corey Johnson, Demanding I leave my car at Hilton Head Hyundai so the plaintiff could Financially benefit, new engine installation.

   - Jessica, Hilton Head Hyundai Service Manager, including Conversion of Property fraudulently action as she received my payment with the intention not returning my car!

4. **Defendant does not specify what he alleges as "deceptive security personnel tactics to resolve customer issues." Defendant suggest in his pleadings that it was deceptive for a Jasper County Sheriff Deputy to confirm the Defendant that he provided security for the Dealership when he was off Duty.**

   - Deputy Sheriff Hunnicutt drove up after I called 911; the purpose of the call was for the local legal authority to retrieve my car because I paid my balance on the Hilton Head Service order and they would not return my car.

- He drove up on a Black Tahoe, dressed in a Deputy Sheriff Uniform and listened to my issues and request. (10-15 minutes) Then states he was the Security Person for the Auto-Mall and could do nothing but the Sheriff will be here any moment!

- Really, I look forward to the Jury Trial! American are simple and expect Honesty!

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328
678-855-2975

June 1st, 2018

Sheriff Chris Malphrus
12008 North Jacob Smart Blvd.
Richland, South Carolina 29936

RE: 17 calls - 8 visits = Zero Response
Jasper County Sheriff Office

Sheriff Malphrus:

As noted, I stopped by your office today to have a discussion regarding the data below. I dropped off a binder on April 27th, 2018 and have not heard any feedback to resolve my issues.

I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10th, 2018 that he did deliver the two binders to you and Deputy Chief Morris.

Since April 27th, 2018 I have left 17 messages and visited your office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14th, 2018; if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous messages and have had no response.

Please advise accordingly, I am asking for documents to be filed, explanations and follow up on existing cases, explanation and clarification on victim notification and identification forms and other charges be filed against Hilton Head Hyundai.

The binders were dropped off over 1 month ago and I have been unable to schedule a meeting to complete the task per the data in the binder.

Attempts to schedule a meeting!
May 2018 Calls: 10th (2), 11th (4), 14th, 15th,16th,17th,18th,21st,22nd,23rd,25th(2),29th,30th

Please have Lt. Smith or another person on your staff call me to schedule a meeting! I will continue my efforts until this issues is resolved.

Respectively,

Greg Hackney

Enclosure:

Chris Malphrus

JASPER COUNTY
SHERIFF'S OFFICE
P.O. Box 986, Ridgeland, SC 29936
Phone: 843-726-7777
Fax: 843-726-7778
Non-Emergency: 843-726-7519 24 hr.

Case# _____
Inc.# _____
Officer _____
Date _____

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee	$3.45
$	$2.75
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.71
$	
Total Postage and Fees	$7.12
$	

0663
06

8666-01662
BLUFFTON POST OFFICE
Postmark Here
06/01/2018

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2016 PSN 7530-02-000-9047 See Reverse for Instructions

7012 0190 0000 5470 1315

312
454

Call Details - (678) 855-2975 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

On	At	To / From	Destination	Rate	Mins	Cost
May 08	06:58 am	(678) 361-0081	Incoming	NW/AU	04:00	-
May 10	03:20 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	03:22 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 11	09:18 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:37 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:38 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:39 am	(800) 227-4825	Toll Free Call	AU	02:00	-
	05:09 pm	(877) 247-2144	Toll Free Call	AU	01:00	-
May 13	02:55 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	01:00	-
	02:56 pm	(706) 301-6626	JASPER,GA	NW/AU	02:00	-
	05:50 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	06:00	-
May 14	04:50 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 15	03:18 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 16	12:23 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
	01:02 pm	(678) 361-0081	Incoming	AU	06:00	-
May 17	09:26 am	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 18	12:54 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	01:56 pm	(803) 896-0496	COLUMBIA,SC	AU	01:00	-
	01:59 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 20	06:45 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	07:00	-
May 21	10:18 am	(864) 552-9990	GREENVILLE,SC	AU	04:00	-
	12:52 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 22	09:12 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	10:16 am	(803) 734-5049	COLUMBIA,SC	AU	01:00	-
	10:16 am	(803) 896-0496	COLUMBIA,SC	AU	02:00	-
	01:02 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 23	03:32 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
May 25	02:53 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	02:54 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	03:29 pm	(803) 734-1890	COLUMBIA,SC	AU	20:00	-
May 28	11:34 am	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	11:36 am	(770) 575-1165	ATLANTA NW,GA	AU	14:00	-
	11:50 am	(678) 361-0081	ATLANTA NE,GA	AU	06:00	-
	11:55 am	(678) 361-0081	Incoming	AU	03:00	-
May 29	02:06 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	02:08 pm	(803) 896-0496	COLUMBIA,SC	AU	02:00	-
Jun 02	07:24 am	(678) 361-0081	ATLANTA NE,GA	NW/AU	03:00	-
	07:27 am	(678) 361-0081	Incoming	NW/AU	14:00	-
Jun 04	02:48 pm	(800) 227-4825	Toll Free Call	AU	02:00	-
	03:49 pm	(800) 227-4825	Toll Free Call	AU	05:00	-
	04:03 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
	07:12 pm	(800) 227-4825	Toll Free Call	AU	03:00	-
Jun 05	03:59 pm	(803) 734-5049	COLUMBIA,SC	AU	01:00	-
Jun 06	12:38 pm	(843) 726-7777	RIDGELAND,SC	AU	05:00	-
	07:21 pm	(678) 361-0081	ATLANTA NE,GA	AU	10:00	-
	07:31 pm	(678) 361-0081	Incoming	AU	01:00	-
	07:34 pm	(678) 361-0081	ATLANTA NE,GA	AU	02:00	-
	07:40 pm	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	07:41 pm	(706) 301-6626	JASPER,GA	AU	01:00	-

Rate Type

AU Anytime/Plan Usage

NW Night and Weekends

Call Details - (678) 855-2975 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

On	At	To / From	Destination	Rate	Mins	Cost
May 08	06:58 am	(678) 361-0081	Incoming	NW/AU	04:00	-
May 10	03:20 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	03:22 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 11	09:18 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:37 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:38 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:39 am	(800) 227-4825	Toll Free Call	AU	02:00	-
	05:09 pm	(877) 247-2144	Toll Free Call	AU	01:00	-
May 13	02:55 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	01:00	-
	02:56 pm	(706) 301-6626	JASPER,GA	NW/AU	02:00	-
	05:50 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	06:00	-
May 14	04:50 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 15	03:18 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 16	12:23 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
	01:02 pm	(678) 361-0081	Incoming	AU	06:00	-
May 17	09:26 am	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 18	12:54 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	01:56 pm	(803) 896-0496	COLUMBIA,SC	AU	01:00	-
	01:59 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 20	06:45 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	07:00	-
May 21	10:18 am	(864) 552-9990	GREENVILLE,SC	AU	04:00	-
	12:52 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 22	09:12 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	10:16 am	(803) 734-5049	COLUMBIA,SC	AU	01:00	-
	10:16 am	(803) 896-0496	COLUMBIA,SC	AU	02:00	-
	01:02 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 23	03:32 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
May 25	02:53 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	02:54 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	03:29 pm	(803) 734-1890	COLUMBIA,SC	AU	20:00	-
May 28	11:34 am	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	11:36 am	(770) 575-1165	ATLANTA NW,GA	AU	14:00	-
	11:50 am	(678) 361-0081	ATLANTA NE,GA	AU	06:00	-
	11:55 am	(678) 361-0081	Incoming	AU	03:00	-
May 29	02:06 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	02:08 pm	(803) 896-0496	COLUMBIA,SC	AU	02:00	-
Jun 02	07:24 am	(678) 361-0081	ATLANTA NE,GA	NW/AU	03:00	-
	07:27 am	(678) 361-0081	Incoming	NW/AU	14:00	-
Jun 04	02:48 pm	(800) 227-4825	Toll Free Call	AU	02:00	-
	03:49 pm	(800) 227-4825	Toll Free Call	AU	05:00	-
	04:03 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
	07:12 pm	(800) 227-4825	Toll Free Call	AU	03:00	-
Jun 05	03:59 pm	(803) 734-5049	COLUMBIA,SC	AU	01:00	-
Jun 06	12:38 pm	(843) 726-7777	RIDGELAND,SC	AU	05:00	-
	07:21 pm	(678) 361-0081	ATLANTA NE,GA	AU	10:00	-
	07:31 pm	(678) 361-0081	Incoming	AU	01:00	-
	07:34 pm	(678) 361-0081	ATLANTA NE,GA	AU	02:00	-
	07:40 pm	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	07:41 pm	(706) 301-6626	JASPER,GA	AU	01:00	-

Rate Type

AU Anytime/Plan Usage

NW Night and Weekends

INDEX

TAB 1: **Request Criminal Charges filed against Hilton Head Hyundai.**
Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.

TAB 2: **Request Criminal Charges filed against Hilton Head Hyundai.**
Conversion of Property, August 26th, 2017 – Saturday.

Request documentation and/or statement why Deputy Sheriff Dodson did not properly Identify Conversion of Property and file charges accordingly.

TAB 3: **Case Number 2017 – 00001995, Car Keys Stolen**
Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!

TAB 4: **September 4th, 2017 – Monday, "Labor Day"**
Request documentation and/or statement why Jasper Deputy Sheriff's demanded I leave the premise or be arrested.

TAB 5: **Trespass Notice September 4th, 2017 – Monday, "Labor Day"**
Update, Please file letter accordingly.

2nd Sign Stolen
Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form regarding 2nd Sign Stolen and follow up – Peacock Auto Mall Cameras. Victim Notification Identification Form!

TAB 6: **Case Number, 2017-2176 – Harassment/A&B by Intimidation**
Update, Please file letter and documents accordingly.
Explain why video does not warrant an Arrest.

Request Criminal Charges filed against Hilton Head Hyundai Security Person.
Criminal Code 16-3-1700

TAB 7: **Trespass Notice, September 22, 2017**
Update, please file letter and documents accordingly.

TAB 8: **Case Number 2017 – 00002597 – Larceny, Brief Case Stolen**
Update, please file letter and documents accordingly. Lack of follow – witness.

TAB 9: **Victim Notification Identification Form Request. Third Sign Stolen**
Please file letter accordingly.

TAB 10: **Name clarification for court appearance, subpoena's.**

CC. (Copied)

South Carolina Troopers Office
State Troopers
407 Live Oak Road
Ridgeland, South Carolina 29936

Jasper County Clerk's Office
Attn: Margaret Bostick
265 Russel Street
Ridgeland, South Carolina 29936

South Carolina Law Enforcement Division
Attn: Thomas H. Robertson
Captain, Executive Officer-Investigative Services
4400 Broad River
Columbia, South Carolina 29221-1398

Jasper County Sheriff's Office
Attn: Chris Malphrus
12008 N. Jacob Smart Blvd
Ridgeland, South Carolina 29936

The Honorable Carmen T Mullen
Chief Administrative Judge
102 Ribaut Road – P.O. Drawer 1128
Beaufort, South Carolina 29901

Bradford Neal Martin and Associates
Attn. Brad Martin
201 West McBee Avenue Suite 302
Greenville, South Carolina 29601

Governor Office, State House
Deputy Chief of Staff
Attn: Leigh LeMoine
1100 Gervais Street
Columbia, South Carolina 29201

South Carolina Court of Appeals
Clerk of Court, Attn: Jenny Kitchings
1220 Senate Street
Columbia, South Carolina 29201

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

Lt. Morris
Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Charges against Hilton Head Hyundai Filed
Review, Jasper County Sheriff Office Cases
FIRST AMENDMENT RIGHTS VIOLATIONS

Notable References regarding Hilton Head Hyundai – Jasper County Sheriff's Office – First Amendment Rights Violations:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Briefcase stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video. Charges Drooped
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property.

A Few Point of References: Jasper County Sheriff's Office
Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2nd Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise to the Wal-Mart parking lot with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act

occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why?

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicut, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

1. TAB One Fraudulent Tactics.
2. TAB Two Conversion of Property (911 Call), TAB 2.
3. Harassment or associated charges per Wal-Mart Video, TAB 6.

Tab 3, 6, 7 and 8:
Documents show little and/or Zero efforts from the Jasper County Sheriff's Office to investigate or Victim Notification Identification Cases.

Tab 5: 2nd Sign Stolen – no effort to complete a Victim Notification Identification form.

Tab 2: Conversion of Property – Not properly Identified by Jasper County Sheriff Office, responded to 911 Call!

Request a meeting to review TABS 1-10.

Regards,

Greg Hackney
678-855-2975

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 12th, 2018

Thomas H. Robertson
Executive Officer, Captain
South Carolina Law Enforcement Division
4400 Broad River
Columbia, South Carolina 29221

RE: Charges against Hilton Head Hyundai Filed
Review, Jasper County Sheriff Office Authority

Notable References regarding Hilton Head Hyundai:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Brief case stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video.
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property, review 911 recording. (911 Recording discussion required)

Point of References: Jasper County Sheriff's Office
Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2nd Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise (Wal-Mart parking lot) with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why? **(911 Recording INVALID)**

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicut, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

1. Tab One Fraudulent Tactics.
2. Tab Two Conversion of Property (911 Call), read Tab Number 2.
3. Harassment or associated charges per Wal-Mart Video, Read Tab Number 6.

Request Authority granted to South Carolina State Trooper and/or Hardeeville Police.

Regards,

Greg Hackney
678-855-2975

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328
678-855-2975

April May 31st, 2018

Thomas H. Robertson
Executive Officer, Captain
South Carolina Law Enforcement Division
4400 Broad River
Columbia, South Carolina 29221

RE: 17 calls - 8 visits = Zero Response
Jasper County Sheriff Office

Captain Robertson:

As noted I stopped by your office today to have a discussion regarding the data below. I dropped off the binder on April 27th, 2018 and have not heard any feedback; I left you a message last week and two this week regarding the information in the binder.

On April 27th, 2018, the same day I dropped off the documents to you I did the same at the Jasper County Sheriff's Office. I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10th, 2018 that he did deliver the two binders to Sheriff Chris Malphrus and to Deputy Chief Morris.

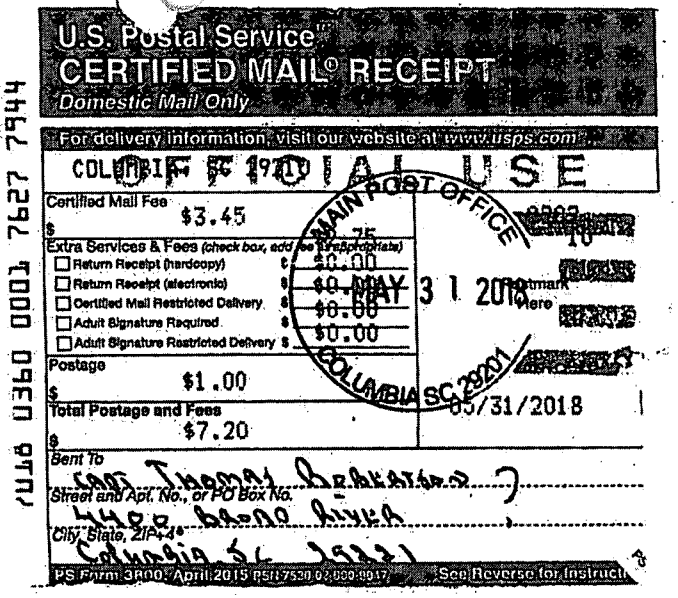
Since April 27th, 2018 I have left 17 messages and visited their office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14th, 2018 that if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous message with no response.

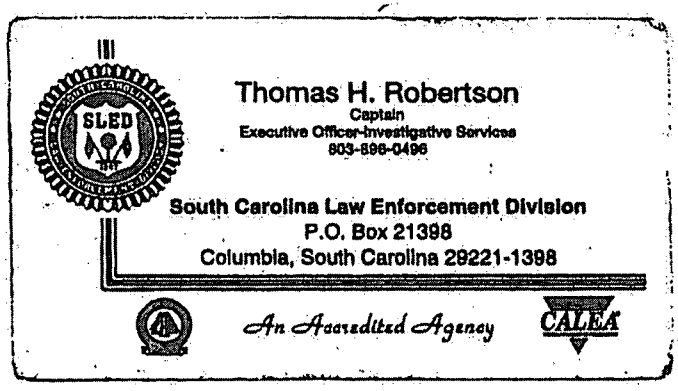
Please advise accordingly if there is any efforts SLED can do to resolve the issue, response from the Jasper County Sheriff's Office.

May 2018 Calls: 10th (2), 11th (4), 14th, 15th,16th,17th,18th,21st,22nd,23rd,25th(2),29th,30th

Regards,

Greg Hackney


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®
COLUMBIA SC 29201 OFFICIAL USE
Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $1.00
Total Postage and Fees $7.20
MAIN POST OFFICE
COLUMBIA SC 29201
MAY 31 2018
05/31/2018
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions


Thomas H. Robertson
Captain
Executive Officer-Investigative Services
803-896-0496
South Carolina Law Enforcement Division
P.O. Box 21398
Columbia, South Carolina 29221-1398
An Accredited Agency
CALEA

7444 7227 7000 0960 9764

12
464

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

Leigh LeMoine
Chief of Staff
Governor Office - State House
1100 Gervais Street
Columbia, SC 29201

RE: Charges against Hilton Head Hyundai Filed.
Review, Jasper County Sheriff Office Authority.
FIRST AMENDMENT RIGHTS VIOLATIONS

Leigh Lemoine:

I have copied you on information regarding:

1. Fraudulent Practices of a South Carolina Car Dealership.
2. First Amendment Rights Violations regarding Protesting such business – Court Denied Restraining Order.
3. Jasper County Sheriff Office behavior – Not protecting First Amendment Rights.

Request for SLED to review the Jasper County Sheriff Office!

If required - applicable I will initiate a formal complaint to the Governor's Office, pending SLED review of TABS 1-9.

Regards,

Greg Hackney

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328
678-855-2975

April May 31st, 2018

Leigh LeMoine
Chief of Staff
Governor Office - State House
1100 Gervais Street
Columbia, SC 29201

Leigh Lemoine:

I stopped by your office today to have a discussion regarding the data below. I dropped off a binder on April 27th, 2018 and have not heard any feedback.

On April 27th, 2018, the same day I dropped off the documents to you I did the same at the Jasper County Sheriff's Office. I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10th, 2018 that he did deliver the two binders to Sheriff Chris Malphrus and to Deputy Chief Morris.

Since April 27th, 2018 I have left 17 messages and visited their office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14th, 2018 that if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous message with no response.

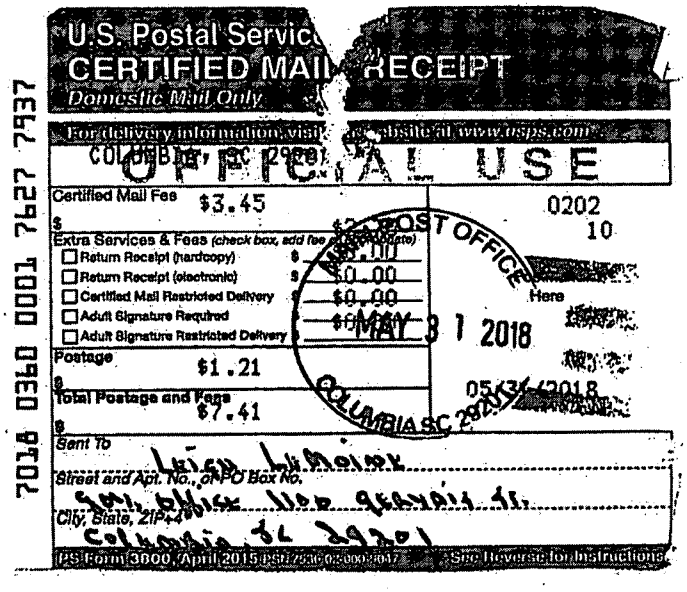
Please advise accordingly if there is any efforts the Governor's Office can do to resolve the issue, response from the Jasper County Sheriff's Office.

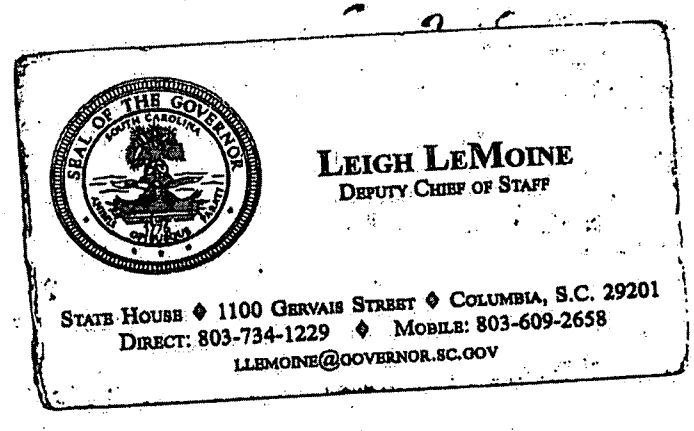
May 2018 Calls: 10th (2), 11th (4), 14th, 15th,16th,17th,18th,21st,22nd,23rd,25th(2),29th,30th

Regards,

Greg Hackney

Enclosure:


U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com
OFFICIAL USE
Certified Mail Fee $3.45
0202
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required
Adult Signature Restricted Delivery
Postage $1.21
Total Postage and Fees $7.41
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4
POST OFFICE
MAY 31 2018
COLUMBIA SC
7018 0360 0001 7627 7937
PS Form 3800, April 2015
See Reverse for Instructions


SEAL OF THE GOVERNOR
SOUTH CAROLINA
LEIGH LEMOINE
DEPUTY CHIEF OF STAFF
STATE HOUSE ♦ 1100 GERVAIS STREET ♦ COLUMBIA, S.C. 29201
DIRECT: 803-734-1229 ♦ MOBILE: 803-609-2658
LLEMOINE@GOVERNOR.SC.GOV

467 15

Sprint

Call Details - (678) 855-2975 - Voice ...continued

On	At	To / From	Destination	Rate	Mins	Cost
	04:38 pm	(843) 812-2580	BEAUFORT,SC	AU	02:00	-
	04:59 pm	(843) 812-2580	BEAUFORT,SC	AU	02:00	-
	09:09 pm	(706) 301-6626	JASPER,GA	NW/AU	10:00	-
Jul 29	09:18 am	(678) 361-0081	ATLANTA NE,GA	NW/AU	01:00	-
	10:54 am	(678) 361-0081	ATLANTA NE,GA	NW/AU	05:00	-
Jul 30	03:19 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	37:00	-
	04:05 pm	(917) 602-2611	QUEENS NYC,NY	NW/AU	03:00	-
	09:34 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	05:00	-
Jul 31	07:33 pm	(678) 361-0081	Incoming	AU	04:00	-
	08:03 pm	(706) 301-6626	JASPER,GA	AU	02:00	-
Aug 01	09:00 am	(843) 208-1234	HARDEEVL,SC	AU	02:00	-
	11:48 am	(843) 208-1234	HARDEEVL,SC	AU	01:00	-
Aug 02	12:15 pm	(678) 361-0081	Incoming	AU	04:00	-
	12:49 pm	(678) 361-0081	Incoming	AU	07:00	-
	06:02 pm	(678) 361-0081	Incoming	AU	02:00	-
	07:16 pm	(404) 373-4379	ATLANTA,GA	AU	06:00	-
	07:22 pm	(404) 373-4379	ATLANTA,GA	AU	03:00	-
	07:44 pm	(404) 373-4379	ATLANTA,GA	AU	05:00	-
Aug 03	01:34 pm	(843) 322-8015	Incoming	AU	02:00	-
Aug 04	08:43 am	(678) 361-0081	Incoming	AU	07:00	-
	08:58 am	(678) 810-1278	ATLANTA NW,GA	AU	01:00	-
	09:15 am	(678) 810-1278	ATLANTA NW,GA	AU	01:00	-
	09:26 am	(678) 810-1278	ATLANTA NW,GA	AU	01:00	-
	09:31 am	(678) 646-7889	Incoming	AU	04:00	-
	09:35 am	(678) 361-0881	ATLANTA NE,GA	AU	01:00	-
	09:36 am	(678) 361-0081	ATLANTA NE,GA	AU	05:00	-
	09:40 am	(678) 361-0081	Incoming	AU	04:00	-
	05:34 pm	(678) 361-0081	Incoming	AU	02:00	-
Aug 05	01:12 pm	(678) 361-0081	Incoming	NW/AU	02:00	-
	06:17 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	04:00	-
Aug 06	06:13 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	02:00	-
Aug 07	08:55 am	(678) 810-1278	ATLANTA NW,GA	AU	01:00	-
	08:58 am	(678) 810-1278	ATLANTA NW,GA	AU	01:00	-
	09:00 am	(404) 480-7594	ATLANTA,GA	AU	03:00	-
	11:26 am	(678) 361-0081	ATLANTA NE,GA	AU	03:00	-

Rate Type
AU Anytime/Plan Usage
NW Night and Weekends

print

Call Details - (678) 855-2975 - Voice

On	At	To / From	Destination	Rate	Mins	Cost
Aug 08	09:00 am	(404) 243-0217	ATLANTA,GA	AU	01:00	-
	02:57 pm	(843) 812-2580	BEAUFORT,SC	AU	05:00	-
	04:18 pm	(843) 812-2580	BEAUFORT,SC	AU	01:00	-
	04:23 pm	(706) 301-6626	JASPER,GA	AU	01:00	-
	04:26 pm	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	04:26 pm	(706) 301-6626	JASPER,GA	AU	02:00	-
	04:31 pm	(706) 301-6626	JASPER,GA	AU	01:00	-
	05:12 pm	(678) 361-0081	ATLANTA NE,GA	AU	03:00	-
	05:14 pm	(678) 361-0081	ATLANTA NE,GA	AU	04:00	-
	09:33 pm	(706) 301-6626	JASPER,GA	NW/AU	02:00	-
	09:35 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	30:00	-
	10:05 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	02:00	-
Aug 09	12:49 pm	(678) 361-0081	Incoming	AU	08:00	-
	03:31 pm	(770) 921-2505	ATLANTA NE,GA	AU	04:00	-
Aug 10	11:49 am	(843) 812-2580	BEAUFORT,SC	AU	02:00	-
	11:52 am	(843) 208-1234	HARDEEVL,SC	AU	04:00	-
	11:55 am	(843) 208-3131	HARDEEVL,SC	AU	03:00	-
	03:43 pm	(843) 208-1234	HARDEEVL,SC	AU	02:00	-
	03:52 pm	(843) 208-1234	Incoming	AU	02:00	-
	09:52 pm	(412) 253-4095	PITTSBURGH,PA	NW/AU	06:00	-
Aug 11	09:41 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	03:00	-
	09:59 pm	(706) 301-6626	JASPER,GA	NW/AU	01:00	-
	10:00 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	01:00	-
	10:01 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	01:00	-
	10:02 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	01:00	-
	10:02 pm	(706) 301-6626	JASPER,GA	NW/AU	04:00	-
Aug 12	11:17 am	(770) 575-1165	ATLANTA NW,GA	NW/AU	02:00	-
	11:20 am	(678) 361-0081	ATLANTA NE,GA	NW/AU	01:00	-
	11:29 am	(678) 361-0081	Incoming	NW/AU	03:00	-
	04:41 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	01:00	-
	04:42 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	01:00	-
	04:43 pm	(706) 301-6626	JASPER,GA	NW/AU	03:00	-
	06:13 pm	(706) 301-6626	JASPER,GA	NW/AU	01:00	-
	07:04 pm	(706) 301-6626	JASPER,GA	NW/AU	03:00	-
	10:29 pm	(678) 361-0081	Incoming	NW/AU	11:00	-
Aug 14	08:18 am	(678) 361-0081	ATLANTA NE,GA	AU	02:00	-
	10:32 am	(404) 243-0217	ATLANTA,GA	AU	05:00	-
	09:16 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	05:00	-
Aug 15	09:29 am	(470) 237-9154	Incoming	AU	01:00	-
	04:26 pm	(470) 237-9154	ATLANTA,GA	AU	01:00	-
	05:23 pm	(470) 237-9154	ATLANTA,GA	AU	02:00	-
	06:07 pm	(470) 237-9154	ATLANTA,GA	AU	01:00	-
	06:07 pm	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	06:55 pm	(470) 237-9154	ATLANTA,GA	AU	01:00	-
Aug 16	06:38 pm	(843) 645-5500	LOWCOUNTRY,SC	AU	01:00	-
	07:34 pm	(678) 361-0081	ATLANTA NE,GA	AU	03:00	-
Aug 17	04:51 pm	(678) 361-0081	Incoming	AU	01:00	-
Aug 25	12:39 pm	(800) 221-1212	Toll Free Call	AU	01:00	-
	04:48 pm	(843) 812-2580	BEAUFORT,SC	AU	01:00	-
	04:54 pm	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	05:47 pm	(843) 208-1234	HARDEEVL,SC	AU	03:00	-
	05:49 pm	(800) 341-3000	Toll Free Call	AU	01:00	-
	05:52 pm	(843) 208-3131	HARDEEVL,SC	AU	03:00	-

Call Details - (678) 855-2975 - Voice continues...

Rate Type

AU Anytime/Plan Usage

NW Night and Weekends

sprint

Call Details - (678) 855-2975 - Voice ...continued

On	At	To / From	Destination	Rate	Mins	Cost
	06:00 pm	(843) 208-1234	HARDEEVL,SC	AU	01:00	-
	06:00 pm	(843) 208-3131	HARDEEVL,SC	AU	03:00	-
	06:07 pm	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	06:10 pm	(678) 361-0081	ATLANTA NE,GA	AU	03:00	-
	06:13 pm	(678) 361-0081	ATLANTA NE,GA	AU	02:00	-
	06:16 pm	(843) 208-1234	HARDEEVL,SC	AU	02:00	-
	06:38 pm	(678) 361-0081	ATLANTA NE,GA	AU	04:00	-
Aug 26	12:20 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	01:00	-
	12:21 pm	(678) 361-0081	Incoming	NW/AU	01:00	-
	12:43 pm	(843) 208-3131	HARDEEVL,SC	NW/AU	01:00	-
	12:43 pm	(843) 208-3131	HARDEEVL,SC	NW/AU	02:00	-
	12:45 pm	(770) 448-8430	ATLANTA NE,GA	NW/AU	01:00	-
	06:34 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	02:00	-
	06:36 pm	(678) 361-0081	Incoming	NW/AU	04:00	-
Aug 27	06:33 pm	(843) 208-3131	HARDEEVL,SC	NW/AU	03:00	-
Aug 28	08:45 am	(843) 208-1234	HARDEEVL,SC	AU	01:00	-
	08:46 am	(843) 812-2580	BEAUFORT,SC	AU	02:00	-
Aug 29	03:17 pm	(770) 448-8430	ATLANTA NE,GA	AU	06:00	-
	03:25 pm	(770) 448-8430	ATLANTA NE,GA	AU	01:00	-
	03:25 pm	(770) 448-8430	ATLANTA NE,GA	AU	01:00	-
	03:26 pm	(770) 448-8430	ATLANTA NE,GA	AU	02:00	-
	03:28 pm	(770) 448-8430	ATLANTA NE,GA	AU	01:00	-
	03:48 pm	(770) 448-8430	ATLANTA NE,GA	AU	04:00	-
ug 30	10:29 am	(843) 812-2580	BEAUFORT,SC	AU	02:00	-
	10:31 am	(843) 271-3404	BEAUFORT,SC	AU	03:00	-
	10:34 am	(843) 271-3404	Incoming	AU	04:00	-
	10:40 am	(843) 271-3404	BEAUFORT,SC	AU	03:00	-
	10:44 am	(843) 271-3404	Incoming	AU	07:00	-
Aug 31	08:06 am	(678) 783-5413	ATLANTA SO,GA	AU	01:00	-
	10:05 am	(843) 995-0476	WMYRTLEBCH,SC	AU	15:00	-
	10:20 am	(843) 208-3131	HARDEEVL,SC	AU	01:00	-
	12:05 pm	(843) 995-0476	WMYRTLEBCH,SC	AU	02:00	-
	01:27 pm	(843) 995-0476	WMYRTLEBCH,SC	AU	03:00	-
	01:33 pm	(800) 841-3000	Toll Free Call	AU	03:00	-
	01:35 pm	(800) 841-3000	Toll Free Call	AU	31:00	-
Sep 01	02:46 pm	(000) 000-0911	Emergency	FC	05:00	-
Sep 02	01:06 pm	(770) 448-8430	ATLANTA NE,GA	NW/AU	05:00	-
	01:11 pm	(770) 448-8430	ATLANTA NE,GA	NW/AU	03:00	-
	01:23 pm	(843) 645-5500	LOWCOUNTRY,SC	NW/AU	01:00	-
Sep 05	10:19 am	(843) 812-2580	BEAUFORT,SC	AU	07:00	-
	10:25 am	(843) 812-2580	BEAUFORT,SC	AU	03:00	-
Sep 07	01:26 pm	(770) 448-8430	ATLANTA NE,GA	AU	02:00	-
	01:28 pm	(770) 448-8430	ATLANTA NE,GA	AU	02:00	-
	01:32 pm	(561) 629-3885	W PALM BCH,FL	AU	02:00	-
	01:41 pm	(844) 711-8800	Toll Free Call	AU	15:00	-
	01:56 pm	(844) 711-8800	Toll Free Call	AU	01:00	-
	08:43 pm	(844) 711-8800	Toll Free Call	AU	14:00	-

Rate Type

AU Anytime/Plan Usage
FC Free Call
NW Night and Weekends

Hertz PG 2 OF 5 # 0 RT RR H22854893

Further information relating to Your rental charges, and other terms to which You agree, appear below.
EXTRA CHARGES IF APPLICABLE:

FUEL & SERVICE CHARGES: PURSUANT TO PARAGRAPH 8 OF THE RENTAL AGREEMENT, FUEL & SERVICE CHARGES APPLY AT $ 9.990 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT $ 0.399 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:
LDW DECLINED
PDW DECLINED
LIS DECLINED

PAI DECLINED
OTHER FEES AND ASSESSMENTS:
SALES TAX 9 %

SURCHARGE $27.44

TAX RATE - 9.00 %APPLIES TO ALL CHARGES MARKED T
* PROPERTY TAX, TITLE AND LICENSE FEE REIMBURSEMENT
- YOU REPRESENT THAT YOU ARE SPECIFICALLY AUTHORIZED TO RECEIVE BENEFITS EXTENDED TO EMPLOYEES/ MEMBERS OF
CDP 2036976 HILTON HEAD HYUNDAI
PO# 640057
* COMPANY CHARGE $ 447.44

PASSENGER CAPACITY: THE PASSENGER CAPACITY OF THIS VEHICLE IS DETERMINED BY THE NUMBER OF SEATBELTS AND, BY LAW, MUST NOT BE EXCEEDED. WHILE IN THE VEHICLE, PLEASE FASTEN YOUR SEATBELT. IT SAVES LIVES AND IT'S THE LAW. SHOULD YOU REQUIRE A LARGER VEHICLE, PLEASE CHECK AT THE COUNTER FOR AVAILABILITY.

YOU WILL BE CHARGED AN ADMINISTRATIVE FEE ALONG WITH TOWING/IMPOUND EXPENSES IF THE CAR MUST BE TOWED AS A RESULT OF YOUR NEGLIGENCE.
We prohibit smoking in all Vehicles. A cleaning fee will apply for violations.
Excessive mileage on a repeat basis may result in suspension of future rent
RES: PLAN: Custom CLASS: F
PREPARED BY: 1298/SCHAD02PRINTED: 20170524114415TED
H22854893

Hertz PG 1 OF 5 # 0 RT RR H22854893

HACKNEY, GREG
SCHAD02 0550802
VEHICLE 01398/7411606 16 HYUNDA TK CAP 16
LIC GA RAP8526 CLS F MILES OUT 29080 FUEL OUT 8/8
RENTED: 05/24/2017 11:26 @ NEW RIVER HLE
RETURN: 06/06/2017 11:29 @ NEW RIVER HLE

You agree to pay charges at the rates and in the amounts that appear on the left of the table below. Taxable charges are denoted by a T, and additional details about some charges appear beneath the table. Hertz's estimates of Your total charges appear on the right of the table below. Hertz's estimates assume (1) You will rent and return the vehicle at the times and places indicated, (2) If a mileage charge applies, You will drive no more than the distance indicated and (3) You will not incur any charges that are either listed below opposite **** or cannot be calculated until return. If any of these assumptions is incorrect, additional charges or charges at higher rates may apply.

CHARGE RATE / AMOUNT		CHARGE ESTIMATE
TIME / MILEAGE CHGS: RATE PLAN - Custom	[C] CLASS F	
14 @ $ 30 /DAY	$	420.00
ADJUSTMENT		
SUBTOTAL	T $	420.00
ADDITIONAL CHARGES		
OPTIONAL SERVICES		
FUEL & SERVICE $ 0.39[illegible] $ 9.998/GL 18 /TK CAP	$	****
TAX / FEES		
SURCHARGE	$	27.44
TAX 9.00 % ON EST. TAXABLE TTL $ 0.00	$	0.00
ADJUSTMENTS		
ESTIMATED COMPANY CHARGE	$	447.44
TOTAL ESTIMATED CHARGE	$	447.44

H22854893

Hertz

HACKNEY, GREG

4 RR RR H22854893

VIN# 5NPE24AF4GH395419

PO# 840057

FUEL: 6/8 OUT 0/8 IN

COMPANY RATE	48	@ $ 30	/DAY	$	1440.00
	30	@ $ 29.75	/DAY	$	892.50
RENT RATE	17	@ $ 29.75	/DAY	$	505.75
ADJUSTMENTS				$	-94.03
SUBTOTAL				T$	2683.09

CHARGES ADDED DURING RENTAL

LDW	DECLINED	$	
PDW	DECLINED	$	
LIS	DECLINED	$	
PAI,PEC	DECLINED	$	
FUEL & SERVICE	9.89GALLON/ TANK CAP	T$	134.37

SERVICE CHARGES&TAXES

SURCHARGE		$	186.20
TAX	8.00 % ON EST. TAXABLE TTL $1578.24	$	142.04
COMPANY CHARGES *		$	2444.22
CUSTOMER CHARGE		$	716.06
CHARGED ON: VI	XXXXXXXXXXXX8812	$	716.06
CUSTOMER BALANCE		$	0.00
COMPANY BALANCES *			

FOR EXPLANATION OF THE ABOVE CHARGES, PLEASE ASK A REPRESENTATIVE OR GO TO WWW.HERTZ.COM/CHARGEEXPLAINED

VEHICLE: 01338/741180/GR HYUNDA LIC: GA RAP9526
RENTED: NEW RIVER HLE 06/24/2017 11:20
RETURN: NEW RIVER HLE 06/30/2017 23:59

AN ADJUSTMENT FOR $ -94.03 HAS BEEN APPLIED TO YOUR RENTAL. PLEASE ACCEPT OUR APOLOGY FOR ANY INCONVENIENCE YOU MAY HAVE EXPERIENCED DURING YOUR RENTAL.

STATEMENT OF CHARGES - NOT VALID FOR RENTAL

Hertz

HACKNEY, GREG

4 RR RR H22854893

VEHICLE 01338/741180/G VIN# 5NPE24AF4GH395419
LIC GA RAP9526GLS P 18 HYUNDA FUEL: 6/8 OUT 0/8 IN

*DETAIL OF COMPANY CHARGES
CDP 2036370 HILTON HEAD HYUNDAI

PO# 840057

COMPANY CHARGE	$	1440.00
COMPANY BALANCE	$	1440.00
CDP [redacted] BEGGS BACON HERB		
CLMS 012720497010105O		
COMPANY CHARGE	$	1004.22
COMPANY BALANCE	$	1004.22

HOW WAS YOUR EXPERIENCE?
WE'D LIKE YOUR FEEDBACK.
1) Visit WWW.HERTZSURVEY.COM
2) Enter Access Code: 0550002
3) Take Brief Survey

STATEMENT OF CHARGES - NOT VALID FOR RENTAL

Renting Company - The Hertz Corporation

INDEX

TAB 1: **Request Criminal Charges filed against Hilton Head Hyundai.**
Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.

TAB 2: **Request Criminal Charges filed against Hilton Head Hyundai.**
Conversion of Property, August 26th, 2017 – Saturday.

Request documentation and/or statement why Deputy Sheriff Dodson did not properly Identify Conversion of Property and file charges accordingly.

TAB 3: **Case Number 2017 – 00001995, Car Keys Stolen**
Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!

TAB 4: **September 4th, 2017 – Monday, "Labor Day"**
Request documentation and/or statement why Jasper Deputy Sheriff's demanded I leave the premise or be arrested.

TAB 5: **Trespass Notice September 4th, 2017 – Monday, "Labor Day"**
Update, Please file letter accordingly.

2nd Sign Stolen
Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form regarding 2nd Sign Stolen and follow up – Peacock Auto Mall Cameras. Victim Notification Identification Form!

TAB 6: **Case Number, 2017-2176 – Harassment/A&B by Intimidation**
Update, Please file letter and documents accordingly.
Explain why video does not warrant an Arrest.

Request Criminal Charges filed against Hilton Head Hyundai Security Person.
Criminal Code 16-3-1700

TAB 7: **Trespass Notice, September 22, 2017**
Update, please file letter and documents accordingly.

TAB 8: **Case Number 2017 – 00002597 – Larceny, Brief Case Stolen**
Update, please file letter and documents accordingly. Lack of follow – witness.

TAB 9: **Victim Notification Identification Form Request. Third Sign Stolen**
Please file letter accordingly.

TAB 10: **Name clarification for court appearance, subpoena's.**

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 12th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.,
Ridgeland, South Carolina 29936

RE: Subpoena

Jasper County Sheriff Administrator:

Below are names, partial names and request for names that will be serviced a subpoena to appear in Jasper County Court Case 2017-CP-27-00386. Please provide a document with their full name so the required legal documents can be properly fill out thus in a timely manner.

1. Sheriff Chris Malphrus
2. Deputy Chief Morris
3. Deputy Sheriff Smith
4. Deputy Sheriff Hartley
5. Deputy Sheriff Hunnicutt
6. Deputy Sheriff Dodson
7. Deputy Sheriff, Labor Day Incident Demanding I leave the premise or be arrested.
8. Deputy Sheriff, Labor Day Incident Demanding I leave the premise or be arrested (Black Truck with the Sheriff Deputy Number (7) as noted three vehicles including Deputy Sheriff Hunnicutt.
9. Receptionist (Front Window)
10. Individual Staff person – copy of Wal-Mart Video.
11. David Tedder, Jasper County Lawyer, "County has fulfilled FOIA request"

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

Lt. Morris
Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Charges against Hilton Head Hyundai Filed
Review, Jasper County Sheriff Office Cases
FIRST AMENDMENT RIGHTS VIOLATIONS

Notable References regarding Hilton Head Hyundai – Jasper County Sheriff's Office – First Amendment Rights Violations:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Briefcase stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video. Charges Drooped
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property.

A Few Point of References: Jasper County Sheriff's Office
Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2nd Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise to the Wal-Mart parking lot with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act

occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why?

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicut, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

1. TAB One Fraudulent Tactics.
2. TAB Two Conversion of Property (911 Call), TAB 2.
3. Harassment or associated charges per Wal-Mart Video, TAB 6.

Tab 3, 6, 7 and 8:
Documents show little and/or Zero efforts from the Jasper County Sheriff's Office to investigate or Victim Notification Identification Cases.

Tab 5: 2nd Sign Stolen – no effort to complete a Victim Notification Identification form.

Tab 2: Conversion of Property – Not properly Identified by Jasper County Sheriff Office, responded to 911 Call!

Request a meeting to review TABS 1-10.

Regards,

Greg Hackney
678-855-2975

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 12th, 2018

Thomas H. Robertson
Executive Officer, Captain
South Carolina Law Enforcement Division
4400 Broad River
Columbia, South Carolina 29221

RE: Charges against Hilton Head Hyundai Filed
Review, Jasper County Sheriff Office Authority

Notable References regarding Hilton Head Hyundai:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Brief case stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video.
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property, review 911 recording. (911 Recording discussion required)

Point of References: Jasper County Sheriff's Office
Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2nd Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise (Wal-Mart parking lot) with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act occurred - Conversion of Property! The Deputy Sheriff who responded to the 911 call did not use the proper authority to retrieve my vehicle! Why? **(911 Recording INVALID)**

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicut, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an incident on the theft was not reported.

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

1. Tab One Fraudulent Tactics.
2. Tab Two Conversion of Property (911 Call), read Tab Number 2.
3. Harassment or associated charges per Wal-Mart Video, Read Tab Number 6.

Request Authority granted to South Carolina State Trooper and/or Hardeeville Police.

Regards,

Greg Hackney
678-855-2975

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

Leigh LeMoine
Chief of Staff
Governor Office - State House
1100 Gervais Street
Columbia, SC 29201

RE: Charges against Hilton Head Hyundai Filed.
Review, Jasper County Sheriff Office Authority.
FIRST AMENDMENT RIGHTS VIOLATIONS

Leigh Lemoine:

I have copied you on information regarding:

1. Fraudulent Practices of a South Carolina Car Dealership.
2. First Amendment Rights Violations regarding Protesting such business – Court Denied Restraining Order.
3. Jasper County Sheriff Office behavior – Not protecting First Amendment Rights.

Request for SLED to review the Jasper County Sheriff Office!

If required - applicable I will initiate a formal complaint to the Governor's Office, pending SLED review of TABS 1-9.

Regards,

Greg Hackney

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 1
May 24th, 2017 (Wednesday) – Fraud - Hilton Head Hyundai
2012 Hyundai Sonata New Engine Recall.
Recall - Driving Restrictions
Fraudulent Practices
Request Charges be filed against Hilton Head Hyundai.

Deputy Chief Lt. Morris:

On May 24th, 2017 Hilton Head Hyundai used Fraudulent Tactics to Financially Benefit from a Hyundai New Engine Recall Installation paid for by Hyundai Corporation. Please review and file the appropriate charges relating to a business financially benefiting from lies, deceitful statements and actions. Details below.
(During your investigation, please obtain the "Waiver" as explained to me was presented to me by Jessica their Service Manager.)

I was informed my 2012 Hyundai Sonata failed the New Engine Test and as such I would receive a "New Full Engine Replacement" per Hyundai Corporate Office Recall. My intentions were to get the damages repaired resulting from a pot hole and drive back to Atlanta, Georgia to have the New Engine Recall completed as it would take 90 days to complete the install. After the Failed Test per Corey, Hilton Head Hyundai Service personnel, said my vehicle was un-safe and to dangerous to drive requiring me to leave my vehicle with them. (Hilton Head Hyundai Dealership) The Hyundai Corporate New Engine Recall Announcement was in December 2015 and now suddenly the vehicle was dangerous to drive as Corey demanded I leave my car with them as it was un-safe to drive.

Noted, I came into the Hilton Head Hyundai Service Center with damages resulting from driving through a pot hole the previous night. (Tuesday - May 23rd, 2017)

Upon my return to Atlanta, Georgia I visited two other Hyundai Dealership and was informed I could have driven the car back home even after the Failed Test Result.

I stopped at a Hyundai Dealership in Daytona Beach Florida in July 2016 and it is documented as such; they did not mention a dangerous engine nor a New Engine Recall. Documentation per Hyundai Sonata VIN ID.

On September 13th, 2017 I was told by Hilton Head Hyundai John Lyons that Jessica, Hilton Head Hyundai Service Manager offered me and option signing a waiver to drive back to Atlanta, Georgia clearing them of any liability. The first time I spoke to Jessica, was in June 2017; 30 days after the in-take processing of my Sonata. I requested a copy of the document John Lyon referenced and have not received a copy. If the waiver would have been offered to me on May, 24th, 2017 (Wednesday) I would have signed the document and drove home upon the repairs being completed.

Other Documents Tab 1
Hyundai Engine Recall Collateral:
The mailing address associated with the envelope was unknown to Hilton Head Hyundai Corporate Office. Also, I was unaware of this address when the collateral material was sent.

Hyundai Corporation
Hyundai Sonata VIN Number Documents:
(Statement requires– Investigation)

Regards,

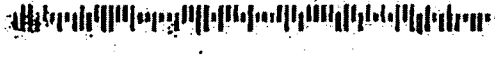
Greg Hackney



Hyundai Motor America
PO Box 2704
Huntington Beach, CA 92647

HYUNDAI

GREG S HACKNEY
200 RIVER VISTA DR UNIT 540
ATLANTA GA 30339-7619



PLEASE KEEP THIS BROCHURE IN YOUR SONATA'S GLOVEBOX WITH YOUR OWNER'S MANUAL



IMPORTANT INFORMATION ABOUT ENGINE CARE FOR YOUR SONATA

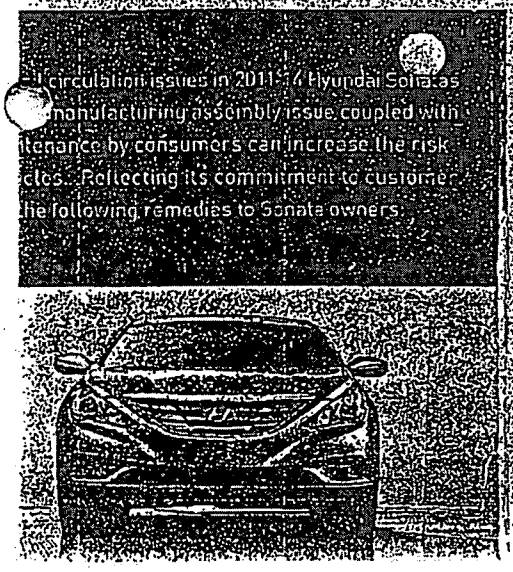
2011 - 2014 model year Hyundai Sonata vehicles with the Theta II 2.0 liter or 2.4 liter Gasoline Direction Injection (GDI) Engine

HYUNDAI

an engine using Gasoline Direct Injection
more complete combustion by direct
as opposed to the intake manifold.
of fuel injected into the combustion
nore complete combustion and reduced
gher compression ratio, resulting in fuel
gains. However, GDI engine durability can
el used and after-market air/oil filters.
injectors can become clogged and engine
usage. Proper oil maintenance, as well as
ıl oil and air filters, is therefore critical to

ıggish engine behavior, knocking noise, or, in
wer, engine seizure, or stalls while driving.
engine seizure or stall.

le inspected, please contact your Hyundai
have an engine inspection performed.



l circulation issues in 2011-14 Hyundai Sonatas
manufacturing assembly issue coupled with
tenance by consumers can increase the risk
cles. Reflecting its commitment to custome
he following remedies to Sonata owners:

2011-2012 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2011 and 2012 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2011-2012 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at www.HyundaiUSA.com/campaign132 including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at HyundaiUSA.com/campaign132.

If your vehicle does require an engine short block assembly repair, the Hyundai dealer will provide a loaner vehicle if requested. If a loaner vehicle is unavailable, Hyundai will provide full reimbursement of reasonable rental car expenses. Also, if you have to have your vehicle towed for an engine short block repair during the extended Powertrain Warranty period, Hyundai will provide reimbursement of reasonable towing fees (though you may alternatively contact Roadside Assistance for towing). You may submit your reimbursement request and supporting documentation online at the above referenced websites.

Although prior inspections may not have found issues with your vehicle, if you experience engine knocking, unusual engine noise, or illumination of the oil lamp, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed.

2013-2014 MODEL YEAR SONATA OWNERS

Hyundai has initiated a recall campaign for 2013 and 2014 model year Sonata vehicles. The recall provides that Hyundai will inspect and, if necessary, replace the engine short block assembly free of charge. Particularly if they are experiencing sluggish engine performance, engine knocking noise due to a worn connecting rod bearing, or illumination of their check engine or oil warning lights, 2013-2014 Sonata owners should contact their Hyundai dealer to schedule an appointment to have their recall inspection performed. Further information can be found at www.HyundaiUSA.com/campaign162 including the ability to research whether this vehicle has already been inspected under the campaign or, alternatively, to schedule your campaign inspection on the website.

In addition, Hyundai has extended the Powertrain Warranty for the engine short block assembly to 10 years/120,000 miles from the date of first use for both original and subsequent owners of the vehicle. The extension of the Powertrain Warranty for the short block assembly covers the cost of an inspection of the engine short block and all repair costs. If you have not already had your vehicle inspected, please contact your Hyundai dealer to schedule an appointment to have an engine inspection performed. Further information about the inspection can be found at HyundaiUSA.com/campaign162.

HYUNDAI

Hyundai Motor America
P.O. Box 20039
Fountain Valley, CA 92728-9937

Dear Sonata Owner:

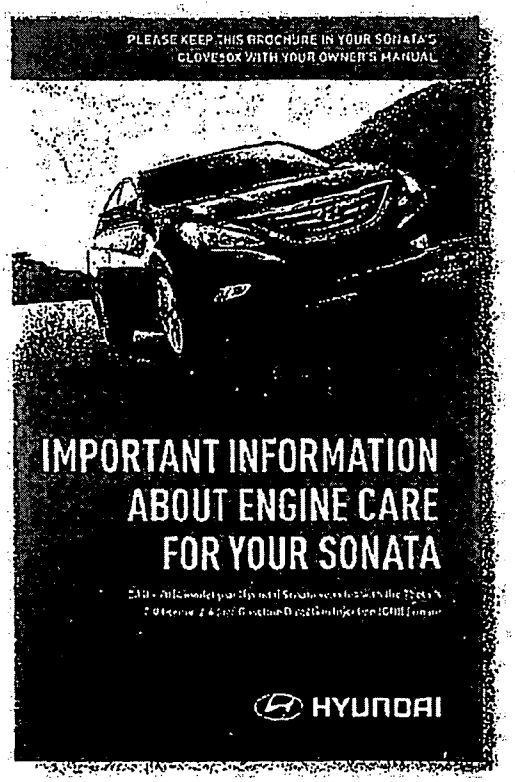
We recently mailed to you a pamphlet with important information about engine care for your Sonata vehicle.

Since the time Hyundai published the original pamphlet, we have made changes to the information regarding 2013-2014 Sonata vehicles.

The enclosed pamphlet includes **UPDATED** information regarding 2013-2014 Sonata vehicles related to a recently launched engine recall.

Thank you for your review of this important information.

Hyundai Motor America



VEHICLE INFORMATION

VIN Last 8

VIN: 5NPEB4AC8CH483101 Search

Expand All | Collapse All

Print PDF

Basic Vehicle Information

VIN	5NPEB4AC8CH483101	Model	SONATA (YF) 2012 Automatic
Warranty Start Date	03/1/2012 (62 months, 11 days)	Extra Warranty	CLOCKSPRING WARRANTY EXT (17-BE-006) // SHORT BLK-WRTY EXT 15-EM-001/CLASS ACTIO // MUPS COUPLING WARRANTY EXT (17-ST-032)
Original Owner	GOLDSTEIN GERALD M	DMV Transfer Date	05/28/2015
Current Owner	GOLDSTEIN, GERALD M Edit	Selling Dealer	GA037 JM ELLIS HYUNDAI
Date Wholesale	03/05/2012	Date Retailed	03/13/2012
Wholesale Dealer	GA050 LEGACY HYUNDAI OF MCDONOUGH	Retailed Dealer	GA037 JM ELLIS HYUNDAI
Retail Flag	Y	Production Date	02/28/2012
Emission Type	50-STATE	Allocation Date	02/10/2012
IQS / CSI / VOS / Others		Branded / Warranty Info	
Customer Loyalty	2 Hyundais in household	Service Interval	Severe
Dealer Case Management	No	Fleet Type	RETAIL

Detail Vehicle Information

Campaign Not Performed (0 Found)

Campaign Code	Recall	Campaign Description	Campaign Start Date	Vin Activation Date	Mail Date	Campaign Guideline
160	Y	ANCHOR PRETENSIONER INSP (TSB#17-01-025)	03/21/2017	03/21/2017	05/04/2017	History
132	Y	ENGINE INSPECTION/REPLACE-TSB#15-01-040	12/07/2015	12/07/2015	01/25/2016	History
935		50CA03R0 - SONATA ECM UPDATE-DTC P0087 (15-016)	03/12/2015	03/12/2015	07/27/2015	History
123	Y	41CA06R0 - SHIFT LEVER CABLE (TSB#14-01-033)	04/20/2014	04/20/2014	09/03/2014	History

Blue Link Information

Blue Link Enrollment Status	N/A Blue Link Enrollment Detail	Maintenance Alert	History
Blue Link Equipped	No	Last Service Check	N/A
Monthly Vehicle Report	06/13/2012 11:19 AM Print	SVR Status	N/A

Blue Link Outstanding Alerts (0 Found)

Last Report Date	Alert Start Date	Mileage	Code Description	Type
No data available in table				

Service Contract (0 Found)

Warranty Claim History (8 Found)

Dealer Code	Claim Number	Repair Order	Repair Date	Repair Mileage	Operation Description
GA056	601201	W05012	03/03/2012	5	PRE-DELIVERY INSPECTION/SERVICE

Service Contract Claim History (0 Found)

Maintenance History (30 Found)

Dealer Code	RO#	RO Date	Mileage	Dealer Phone#	Customer Pay	Internal Pay
FL074	79152	08/11/2016	58,950	386-255-0374	Yes	No

GA037	315079	09/21/2013	21,753	770-454-6789	Yes	OIL
GA037	570733	05/15/2012	3,479	770-454-6789	No	OIL
GA037	711851	09/15/2012	7,226	770-454-6789	No	OIL

Blue Link Alert History (0 Found)

Vehicle Information

VIN Last 6 | VIN
5NPEB4AC8CH403101 Search

Basic Vehicle Information Window Sticker

VIN	5NPEB4AC8CH403101	Model	SONATA (YF) 2012 Automatic
Warranty Start Date	03/13/2012 (64 months 19 days)	Extra Warranty	CLOCKSPRING WARRANTY EXT (17-BE-001) // SHORT BLK-WRTY EXT 16-EM-001/CLASS ACTIO // SIDES COUPLING WARRANTY EXT (17-ST-002)
Original Owner	GOLDSTEIN, GERALD M	DMV Transfer Date	05/28/2015
Current Owner	GOLDSTEIN, GERALD M Edit	Selling Dealer	GA037 JIM ELLIS HYUNDAI
Date Wholesale	03/05/2012	Date Retailed	03/13/2012
Wholesale Dealer	GA056 LEGACY HYUNDAI OF MCDONOUGH	Retailed Dealer	GA037 JIM ELLIS HYUNDAI
Retail Flag	Y	Production Date	02/23/2012
Emission Type	50-STATE	Allocation Date	02/16/2012
IOS / CSI / VDS / Others		Standard / Warranty Info	
Customer Loyalty	New to Hyundai	Service Interval	Severe
Dealer Case Management	NA	Fleet Type	RETAIL

Campaign Not Performed (0 Found)

Campaign Code	Recall	Campaign Description	Campaign Start Date	Vin Activation Date	Mail Date	Campaign Bulletin
No data available in table						

Expand All | Collapse All Print PDF

Detail Vehicle Information +

Blue Link Information

Blue Link Enrollment Status	Expired Blue Link Enrollment Detail	Maintenance Alert	History
Blue Link Equipped	Gen1	Last Service Check	N/A
Monthly Vehicle Report	09/13/2012 11:19 AM Print	SVR Status	N/A for Gen1

Blue Link Outstanding Alerts (0 Found)

Last Report Date	Alert Start Date	Mileage	Code Description	Type
No data available in table				

Service Contract (0 Found) +

Warranty Claim History (5 Found)

Dealer Code	Claim Number	Repair Order	Repair Date	Repair Mileage	Operation Description
SC033	23102A	723102	05/24/2017	84,944	INSPECT/REPL 2.4 L ENGINE
SC033	23102B	723102	05/24/2017	84,944	SONATA ECM UPDATE-OTC P0087 (15-01-010)
SC033	23102C	723102	05/24/2017	84,944	SHIFT LEVER CABLE
SC033	23102D	723102	05/24/2017	84,944	ANCHOR PRETENSIONER INSP
GA056	501281	W05012	03/03/2012	6	PRE-DELIVERY INSPECTION/SERVICE

Service Contract Claim History (0 Found)

Maintenance History (9 Found)

Dealer Code	RO#	RO Date	Mileage	Dealer Phone#	Customer Pay	Internal Pay
FL074	79152	08/31/2016	58,960	386-255-9374	Yes	No
GA037	310079	09/21/2013	31,763	770-454-6789	Yes	Oil
GA037	670733	06/15/2012	3,479	770-454-6789	No	Oil
GA037	711851	09/15/2012	7,328	770-454-6789	No	Oil
SC033	723102	06/24/2017	84,945	843-208-1234	Yes	No
SC033	730625	08/29/2017	84,947	843-208-1234	Yes	No

Blue Link Alert History (0 Found)

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 2
Conversion of Property, August 26th, 2017 - Saturday
Request Criminal Charge Filed: Hilton Head Hyundai

Deputy Chief Lt. Morris:

I request charges be filed against Hilton Head Hyundai and/or Jessica their Service Manager, for a crime as described below. I believe it would fall under Conversion of Property!

Explanation why Deputy Sheriff Dodson did not properly notify Conversion of Property upon viewing the receipt of my payment balancing the Hilton Head Hyundai Service Order to ZERO and refusal of Hilton Head Hyundai to return my vehicle.

Sheriff Deputy Hunnicutt and Sheriff Deputy Dodson were present and will confirm Hilton Head Hyundai would not return my vehicle after making the $1,000 deductible payment to cure the balance of my **Hilton Head Service Order Agreement – ZERO Balance.** Their statements as legal authority will confirm the conversion of my property. Hilton Head Hyundai had no legal right to add a condition upon the return of my vehicle after I paid the Hilton Head Hyundai Service Order balance; the Hilton Head Hyundai condition set was the return of a Hertz Rental Car contracted to me, Greg Hackney. Thus, upon not retuning my vehicle after payment Jessica, Hilton Head Hyundai Service Manager and/or the Hilton Head Hyundai Dealership Converted my Property which is a Criminal Act.

Sheriff Deputy Dodson agreed with Hilton Head Hyundai and made the return of my vehicle conditional upon me returning in the Hertz Rental Car in my possession. Noted, there were not any Hertz Rental Car personnel present on August 26th, 2017 during the condition set for the return of my 2012 Hyundai Sonata. Also, Sheriff Deputy Dodson did not require me to return the Hertz Rental Car as an act separately as it was not reported stolen by Hertz Rental Car as such I could had driven away that afternoon in the rental car.

Deputy Sheriff Dodson demand only re-affirmed the condition set by Hilton Head Hyundai (a noted Criminal Act – Conversion of Property) ie. I must return the Hertz Rental Car prior the return of my car. Also, Deputy Sheriff Dodson's demand was an unauthorized requested action by Legal Authority!

The Hilton Head Hyundai Service Order balance was ZERO, thus my car should have been returned regardless of the Hertz Rental Car return; not including the balance owed had ZERO significance as Deputy Sheriff made as point of reference!

Other Documents Tab 2
Geico Policy
Declaration Page.

Geico Adjuster Email
Geico will cover related charges. (noted, balance was paid by Geico)

Hertz Rental Car, Statement of charges
Unidentified Fraudulent Payment, Customer Balance. Invalid Credit Card Number and Unidentified payment Authority. (Discussion and additional Statement required.)

Deputy Sheriff Dodson handwritten note.
Missing the agreed upon Statement.

Check (copy)
Hilton Head Hyundai - $1,000 (Copy)

August 25th, 2017 - Friday
Upon arriving I spoke to Mickey, Hilton Head Hyundai Service Person, and reviewed many missing replacements, repairs and other issues including the New Engine per Manufacturer Recall. (Hyundai Corporation) I immediately noticed the Mid-Section Under Garment Protection Unit was not replaced as I had delayed my return and a Hilton Head Hyundai Supplemental Service Order was required to complete the replacement. (July 28th, 2017)

The New Car Sales Manager informed me they only replaced the Radiator Protection Under Garment, as the Mid-Section Under Garment was not approved by Geico. I also addressed the New Engine and requested documentation, Mickey said there was no documentation confirming my new engine only commenting "it looks new" after I opened the hood of the car.

The Full Muffler Assembly Unit was replaced as a result of the pot hole damage; the Mid-Section Under Garment Protection was RIPPED during the accident and drug into the Hilton Head Hyundai where it was removed. The Protection Garment protects the Full Muffler Assembly Unit.

Sonata:
1. Mid-Section Under Garment Protection Unit not replaced as approved on July 28th, 2017 Hilton Head Hyundai Supplemental.
2. New crack on the lefts side of the front window, New Window Replacement.
3. Black cover behind front bumper (that was replaced not replaced including silver paint splattered.
4. Severely damaged right front wheel cover. Noted, wheel rim, tire and tire protection garment was replaced.
5. New Dent on the left side quarter panel.
6. The car was filthy, I opened the door and there were roaches and spider webs visible.
7. No Documentation per New Engine Recall.

8. Left Rear CV Joint

Underlined = There were two Geico Supplemental Records and payments related to the May 23rd, 2017 damages. A review of my vehicle and approved damages with Buck, Geico Adjuster, took 5 minutes and payment given to me as such; the reviews were in parking lots. These payments directly to me confirm Hilton Head Hyundai effortless communication with Geico to review the associated damages related to the accident on May 23rd, 2017. (May 23rd, 2017 = Tuesday)

Upon re-entering the Hilton Head Hyundai Dealership I was clearly disturbed by the damage not repaired/replaced, filthy car with roaches, spider webs and zero documentation confirming my engine replacement as per the Manufacture Recall. (Hyundai Corporation) The Hilton Head Hyundai Service Manager, Jessica, came out of her office and I asked to speak to her Boss, the Owner or General Manager. A gentleman approached and walked me to an office and asked a Sales Person to leave; three to five minutes into the conversation I asked who he was, and he replied the New Car Sales Manager. (Clearly an unethical and unprofessional effort as I requested her Boss, the Owner or General Manager) I reviewed the issues as per above and specifically asked why the Mid-Section Under Garment Protection was not on the car as service order documentation noted completed and I had delayed my departure because of the July 28th, 2017 Supplemental Service Order; upon returning he let me know it was the Radiator Under Garment Protection replaced as the Mid-Section was not approved by Geico.

The Full Muffler Assembly Unit was replaced as a result of the pot hole damage; the Mid-Section Under Garment Protection was RIPPED during the accident and drug into the Hilton Head Hyundai where it was removed. The Protection Garment protects the Full Muffler Assembly Unit.

As a previous conversation with Jessica, he also explained that Hilton Head Hyundai Dealership does not get involved in estimation or quotes as they will only do what the associated insurance company quote informs them is approved replacement or repair. (ANOTHER LIE) I received a hand written quote from Corey while waiting for the Recall Engine Test Result. I ended the conversation and attempted to pay the $1,000 deductible and return to Atlanta, Georgia to address the associated issues.

I wrote a check and an unethical and cohesive effort including the General Manager to get their check system machine to read the numbers at the bottom of the check but was unsuccessful. The Summons/Complaint from First Team Hilton Head Hyundai LLC dba Hilton Head Hyundai noted my check was declined. The check was never successfully entered into their system for review; as such, after multiple lack luster attempts I left and said I would return the following day. As per above Sonata 1-8, the Unethical and Zero Integrity attempts to approve my check I began to realize the Unprofessionalism and ZERO Integrity related to the Hilton Head Hyundai Dealership.

NOTED:
The following day, Saturday August 26th, 2017 a Publix and Wal-Mart check system machine accepted the same exact check as the numbers were easily read; my research confirmed they could have called their machines customer service 800 number and given the checking account number for approval. Also, they own 6 other dealerships in walking distant that could have easily been used to confirm if the issue was their machine or my check thus approval or denied could be confirmed. Also, I have confirmed with First Citizens Bank that my account has never been reported to a third-party check processing company and is currently in Good Standing including on the August 25th, 2016 when the attempts to enter the check occurred.

As noted above:
The Summons/Complaint noted that my check was denied by their check systems service. FALSE STATEMENT as spoken to me and witnessed by me the check unreadable by their machine as such it was never approved or denied.
Documentation:
First Citizens Bank
Bank Letter confirming my checking account number ending in 2709 has never been sent to any check cashing service and my account is and has been in good standing.
Wal-Mart
Requested Saturday August 26th, 2017 check approval documentation.
Publix
Requested Saturday August 26th, 2017 check approval documentation.

Hertz Rental Car:
Prior arriving, I informed Hertz Rental Car Person, located at the Hertz Rental Car – New River Auto Mall, that I was picking up my Sonata and would be returning my rental car that afternoon. I followed up with them and would be returning the vehicle in the morning; they commented that they would be reporting my car stolen because I did not return it that afternoon. I explained to him the car would be returned the following day as I needed get my thoughts around all of the issues that just occurred. He kept demanding my Credit Card as I mentioned that it was not necessary because my Geico Policy had a 50-day Rental Car Allowance (per $30 a day) and I was *not* near this time frame; I had already sent a copy of the Geico Declaration Page confirming the rental coverage. Attempts to call my Geico Representative were unsuccessful; he was on FMLA and not available. The balance was estimated to be $341.00. I was astonished why he (Hertz Rental Car Person at the New River Auto Mall location) would report my rental car stolen because my Sonata was at the Hilton Head Dealership and it located in the New River Auto Mall – location as Hertz Rental Car.

Saturday - August 26th, 2017:
Hilton Head Hyundai Third Party Check System Machine:
Suspect of Hilton Head Hyundai efforts entering my check into their check system machine I stopped by Publix and Wal-Mart; their check system service accepted the same exact check as the numbers were easily read; regardless, if it was the same third-party check system company two different machines and/or check out registers easily read the numbers on the bottom of the check resulting in an approval to write a check to their business for purchases. Also, my research confirmed Hilton Head Hyundai could have called their third-party check system customer service 800 number and given the checking account and/or Driver License number for approval.

Hilton Head Airport:
I was concerned about my Hertz Rental Car and Hilton Head Hyundai Ethics and Integrity so I drove to the Hilton Head Hyundai Airport to return my Hertz Rental Car and get the proper Car Rental RETURNED documentation including information if the rental car was reported stolen. I spoke to the representative at the Hertz Rental Car located in the airport and she told me they were a different Hertz Rental Car and on a different system so she could not officially check in my car, give me the proper documentation I had returned the rental car and provide information the Hertz Rental Car was not reported stolen. My concerns were heightened as she commented I was to return the car to the New River Auto Mall - Hertz Rental Car location where I rented the car.

NOTED: I DID NOT PROVIDE HER WITH ANY OF MY PERSONAL INFORMATION INCLUDING THE RENTAL AGREEMENT. HOW DID SHE KNOW WHO I WAS OR WHERE I RENTED THE CAR? DISTURBING!

I told her the Hertz Rental Car location in the New River Auto Mall was closed; she called them and was informed they were open until 3:00 PM but when I returned around 12:30 PM they were closed so I called my New River Auto Mall Hertz Rental Car Person and he confirmed they close at noon. Who was she talking to?

Upon leaving I asked a local Deputy Sheriff standing outside the airport entrance to witness her comments, they were a different Hertz Rental Car even though they had the same Hertz Rental Car name and located in the Hilton Head Airport. He refused, commenting that I should get a lawyer; I made derogatory comments towards him surprisingly and resulting in no action by him. I returned to Hilton Head Hyundai to make my $1,000 deductible payment and drive back to Atlanta, Georgia.

New River Auto Mall name changed to Peacock Auto Mall. (Week of August 28th, 2017)

CONVERSION OF MY PROPERTY: CRIMINAL ACT!

Hilton Head Hyundai:

Denied the return of my vehicle after making my $1,000 Deductible Payment:

I returned from the airport and made a $1,000 credit card payment to Jessica; upon such payment Jessica, Hilton Head Hyundai Service Manager, then stated inclusive of my $1,000 payment that cured my Hilton Head Service Order Agreement I was required to return the Hertz Rental Car prior receiving my car. I was shocked and explained Hilton Head Hyundai had no legal right not to return my car.

Jessica refused to return my car and I explained they were two exclusive contracts with my name on each as such they had no right to include the return of my rental car before receiving my car in their possession after curing my Hilton Head Hyundai Service Order balance to ZERO! The Hilton Head Service Service Order - Invoice does not state or include any contractual alignment to any Hertz Rental Car Agreement.

I explained the Hertz Rental Car located on their premise was closed and my intentions to return the car to the Hilton Head/Savannah International Airport; insuring it was properly returned and I received the associated documentation. The Hertz Rental Car on their premise was closed and I was not going to just leave my car with Hilton Head Hyundai who had prior demonstrated ZERO Integrity and Ethical standards. Also, I wanted to confirm the car was not reported stolen, explain my policy covered the balance and get the documentation the car was returned. (Hilton Head/Savannah Airport)

Hyundai Corporation did provide payment for the time period associated with the New Engine Recall as such it was complete and the current time period was under my Geico Policy. The Hertz Rental Car Agreement was contractually aligned to me, Greg Hackney.

I informed her I was going to call the police as such I reached for their land line phone only to be stopped as she grabbed my hand; I began using my cell phone to make the call but when she walked away I used their land line as I wanted the 911 call to be from their location. I connected to 911 dispatch and requested an officer to retrieve my Sonata from Hilton Head Hyundai. I was asked to wait outside and leave the building as such I waited outside.

Deputy Sheriff Hunnicutt Perceived Deception:
Employee (Part-Time) of Peacock Auto Mall working as their Security Officer on Saturday August 26th, 2017.
A few moments after the 911 call a person driving a Black Tahoe drove up and was in a Deputy Sheriff's uniform with the associated badges. I explained in detail the issues and concerns; I also showed him the two contracts (Hilton Head Hyundai Service Agreement/Hertz Rental Car Agreement) and the $1,000 Deductible payment receipt that cured my outstanding Hilton Head Hyundai balance to the associated agreement. I requested him to get my car was informed another Deputy Sheriff was coming and upon his arrival I repeated the same.
(Also, explained documentation regarding the New Engine Recall.)

I was not informed Deputy Sheriff Hunnicutt was at current their security; as such, I would not have wasted my time explaining to him my concerns or request him to retrieve my car. I learned of his dual role and was disappointed at his/my perceived misguided use of authority.

Deputy Sheriff Dodson:
As stated to Deputy Hunnicitt I repeated the same then he entered the Hilton Head Hyundai Dealership to review their comments. Upon returning, he said there was a $341 balance. I asked him if the car was reported stolen and he replied "no" as such I explained if the car was not reported stolen and he had no jurisdiction and thus I was going to return the car at the Hilton Head/Savannah International Airport. He informed me the Hertz Rental Car was to be returned defined by putting the keys in their associated drop box prior me receiving my car. I was dumbfounded at his request as I explained that regardless if there was a balance Geico was going to handle and this was a civil matter; also, he was out of his authority per his request.

Noted: *Geico did make the full payment for related Hertz Rental Car- Hilton Head Hyundai.*

Regardless, he was stern/no other option to retrieve my Sonata - I must return the Hertz Rental Car at the New River Auto Mall as such I agreed if he would put in writing I refused his request and the car was not reported stolen. (I had no other Option) He agreed and upon returning the keys into the Hertz Rental Car drop box he did write a note but did not include my request to include I refused his request and the car was not stolen; he commented it was recorded on his Body Cam so he was not required to put in writing. I was furious and let him know he lied to me; he got in his car a drove away. I did receive my car upon return of the Hertz Rental Car. *Documented Deputy Dodson's Note included.*

Hilton Head Hyundai Activity
On a poster board I wrote Hilton Head Hyundai, Lies, Lies, and Lies
I went to the local Wal-Mart next to the Hilton Head Hyundai Dealership and bought a poster board and wrote Lies, Lies, and Lies and began walking back and forth in front of the Hilton Head Hyundai Dealership. I was surprised and shocked that their employees including the New Car Sales Manager, General Manager and Sales Personnel drove up in their golf carts cussing me and making derogatory comments about me. Also laughing and making the same at my sign as it was raining and in poor shape.

Sunday - August 27th, 2017:
Upon witnessing their Unethical and Unprofessional Behavior I decided to make a more readable sign and return to their location the following day and begin my activity in front of the Hilton Head Hyundai

Dealership; my thinking, eventually I would be able to speak to the owner as Jessica did not follow Basic Business Practices when I appropriately asked to speak to him/her.

Thursday - August 31st th 2017:
Peacock Auto Mall Manager attempt to deflate the Serious Issue with Hilton Head Hyundai Holding My car after payment rendered.
In the afternoon a gentleman who identified himself as a Manager from one of their other Dealerships and commented he had spoken to O.C Welch. We discussed my issues including an attempt he made to convince me they owned Hertz Rental Car thus deflating the Conversion of Property Criminal Act that occurred on Saturday August 26th, 2017; ANOTHER LIE as I informed him Hertz Rental Car does not franchise their Car Rental Business.

I was later informed the person was in fact one of the Managers at Hilton Head Hyundai! ANOTHER LIE!

Thursday - September 7th, 2017:
I drove to the Sheriff's office for the 11:00 PM meeting.
Sheriff Malphrus cancelled the Meeting but Deputy Sheriff Smith came out on his behalf – we reviewed issues to date. We also discussed the flawed thinking by Deputy Sheriff Dodson that occurred on August 26th, 2017 regarding him forcing me to return my Hertz Rental Car when it was not reported stolen including a condition to retrieve my Sonata. (Conversion of Property) **He agreed it was a mistake.** Per Criminal Code, a Deputy Sheriff is required to notify if Conversion of Property is applicable. I also discussed another specific concern as I chased a criminal into the Peacock Auto Mall after he stole my sign and was given a No Trespassing Notice. Noted, other issues - stolen car key, 2 stolen signs and car breach as doors open and inside of vehicle drench etc.

Clarification:
Discussions regarding the Hertz Balance $341! (Final Hertz Invoice was different)
OC Welch, he stopped by and asked about my issues with Hilton Head Hyundai.

Regards.

Greg Hackney

Jasper County Sheriff Office
Deputy Sheriff Hunnicutt
Deputy Sheriff Dodson
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

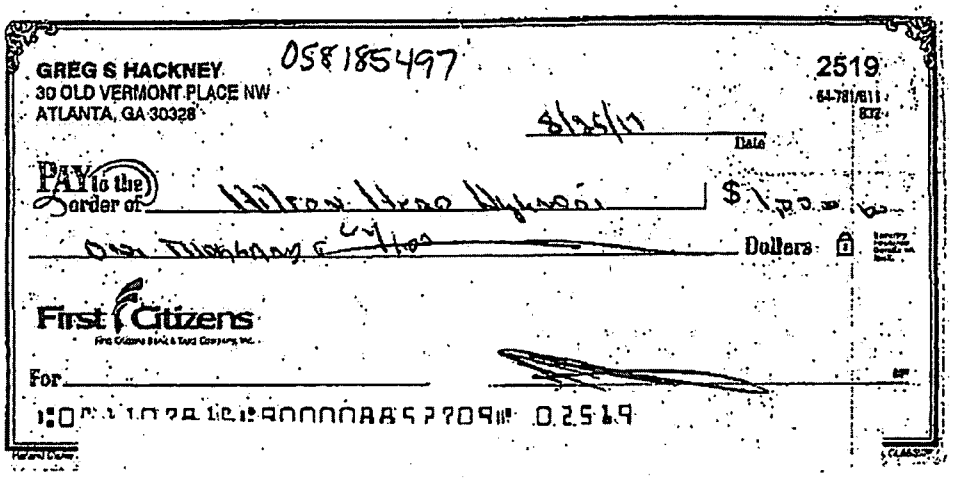
9/26/17

I deputy Dodson witnessed Greg Harkney deposit his rental keys into the Hertz drop box. This incident was recorded on my Taser body camera.

Eric

Deputy Dodson

ICSO



1-863-688-1155

Publix Corporate

Address

Publix

Buckwalter Place Shopping Center
101 Buckwalter Place Blvd.
Bluffton, SC 29910
Store Manager: Tracy Mccandless
843-815-6430

Hertz

HACKNEY, GREG

4 RN RR H22854893
VIN# 5NPE24AF4GH395419

PO# 640057
FUEL: 6/8 OUT 0/8 IN

COMPANY RATE	48	@$ 30	/DAY	$	1440.00
	30	@$ 29.75	/DAY	$	892.50
RENT RATE	17	@$ 28.75	/DAY	$	488.75
ADJUSTMENTS				$	-94.08
SUBTOTAL				T$	2803.09

CHARGES ADDED DURING RENTAL

LDW	DECLINED		$
PDW	DECLINED		$
LIS	DECLINED		$
PAI,PEC	DECLINED		$
FUEL & SERVICE	9.99GALLON/TANK CAP	18T	$ 134.87

SERVICE CHARGES/TAXES

SURCHARGE		$	186.20
TAX 6.00 % ON EST. TAXABLE TTL $1578.24		$	142.04
COMPANY CHARGES*		$	2444.22
CUSTOMER CHARGE		$	716.06
CHARGED ON: VI XXXXXXXXXXXX6613		$	716.06
CUSTOMER BALANCE		$	0.00
COMPANY BALANCES*			

FOR EXPLANATION OF THE ABOVE CHARGES, PLEASE ASK A REPRESENTATIVE OR GO TO WWW.HERTZ.COM/CHARGEEXPLAINED

VEHICLE: 01398/7411606 HYUNDA LIC: GA RAP8528
RENTED: NEW RIVER HLE 06/24/2017 11:20
RETURN: NEW RIVER HLE 06/28/2017 23:59

AN ADJUSTMENT FOR $ -94.08 HAS BEEN APPLIED TO YOUR RENTAL. PLEASE ACCEPT OUR APOLOGY FOR ANY INCONVENIENCE YOU MAY HAVE EXPERIENCED DURING YOUR RENTAL.

STATEMENT OF CHARGES - NOT VALID FOR RENTAL

Hertz

HACKNEY, GREG

4 RN RR H22854893

VEHICLE 01398/7411606 VIN# 5NPE24AF4GH395419
LIC GA RAP8528CLS F 18 HYUNDA FUEL: 6/8 OUT 0/8 IN

*DETAIL OF COMPANY CHARGES
CDP 2036970 HILTON HEAD HYUNDAI

PO# 640057

COMPANY CHARGE	$ 1440.00
COMPANY BALANCE	$ 1440.00
CDP 1848800 GEICO MACON HIRS	
CLM# 0127204670101060	
COMPANY CHARGE	$ 1004.22
COMPANY BALANCE	$ 1004.22

HOW WAS YOUR EXPERIENCE?
WE'D LIKE YOUR FEEDBACK.
1) Visit WWW.HERTZSURVEY.COM
2) Enter Access Code: 0550802
3) Take Brief Survey

STATEMENT OF CHARGES - NOT VALID FOR RENTAL
Renting Company - The Hertz Corporation

Abele, William

From: Abele, William
Sent: Wednesday, September 06, 2017 9:42 AM
To: Abele, William

08/31/2017 02:16 PM Placed OBC to P/H per request and left VM with the plan we have set to take care of rental.

Communication Entire Claim
James Brunson
Edit 08/31/2017 02:15 PM Called Hertz rental car

Customer serv rep adv he could send an Email with the final Bill per SUP B Putnal approval I adv her Email and claim number

GEICO
geico.com

Tel: 1-800-841-3000

GEICO INDEMNITY COMPANY
One GEICO Center
Macon, GA 31295-0001

Date Issued: May 18, 2016

Declarations Page

This is a description of your coverage
Please retain for your records.

Policy Number: 4417-99-29-24
Coverage Period:
07-01-16 through 01-01-17
12:01 a.m. local time at the address of the named insured.

GREG S HACKNEY
30 OLD VERMONT PL
ATLANTA GA 30328-4760

Email Address: gshconsulting@icloud.com

Named Insured	Additional Drivers
Greg S Hackney	None

Vehicle	VIN	Vehicle Location	Finance Company/ Lienholder
1 2012 Hyundai Sonata GLS	5NPEB4AC8CH483101	Atlanta GA 30328	

Coverages*	Limits and/or Deductibles	Vehicle 1
Bodily Injury Liability Each Person/Each Occurrence	$25,000/$50,000	$175.00
Property Damage Liability	$25,000	$181.80
Uninsured Motorist Bi - Add-On Each Person/Each Occurrence	$25,000/$50,000	$57.90
Uninsured Motorist Pd - Add-On	Non-Ded $25,000 250 Ded	$0.00
Comprehensive	$1,000 Ded	$52.20
Collision	$1,000 Ded	$240.50
Emergency Road Service	Full	$15.80
Rental Reimbursement	$50 Per Day $1500 Max	$67.80
Total Six Month Premium		**$791.00**

*Coverage applies where a premium or $0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 3
Case Number, 2017- 00001995 Stolen Car Key
Reporting Officer: Deputy Sheriff Hartley
Incident Update/Filing

Jasper County Sheriff Records:

-Deputy Sheriff's Office follow up regarding Suspect.
Friday - September 1st, 2017:
Car Keys Stolen: (Jasper County Sheriff Summary Report)
I was walking in front of the Peacock Auto Mall about 75 yards from where I kept my briefcase; it was located on/and or next to the cable identification pole in front of the Hilton Head Hyundai Dealership. *(A very bright yellow jacket was hanging on the pole)*

As I turned around I noticed a person standing next to the pole; I immediately started walking towards him as such he walked directly to the Peacock Auto Mall Sign about 25 yards from the cable identification pole. I walked towards him remaining a path along the Dealerships (not the median) and asked him why he was standing next my briefcase in which he replied he was looking for the power outlet/circuit breaker boxes. The power outlet/circuit breakers are located on the other side of the ditch and in clear view from the sign as someone had cut the hedges near where they are located.

I then walked towards the Peacock Auto Mall Sign and watched him fiddle with the pine needles under the sign for 10 minutes; clearly, a diversion because he was not there to do anything regarding the sign. I asked him his name and he replied "Shawn."

I looked for my wallet, other items and all seemed accounted for; but I remembered the car key was missing and such confirmed it was not there. **STOLEN!**

-Deputy Sheriff Office follow up regarding the Suspect, Shawn!
No, as per no notes after Narrative!

-Deputy Sheriff's Office follow up to me regarding anything regarding the incident!
No!

-Narrative:
Missing Time Stamp – Date and Time of Deputy Sheriff Hartley Data Entry.

-Jasper County Court Documents
"Josh vs. Shawn"

Person of Interest: Shawn, make Sense to investigate?
No attempt was made to confirm if a person from the sign company or other entity was there to review the new Peacock Auto Mall Sign install? The individual was in brown pants and button down shirt as it appeared a management person; interesting he did not know where power outlets/circuit breaker was related to the Peacock Auto Mall sign?

Subpoena call records regarding Deputy Sheriff Hartley attempts to contact a sign Company or Peacock Auto Mall regarding any such persons.

The Keys did not fall out of Pocket:
My written statement does not state any concern as such, only the deputy comments. I searched the path I walk prior calling the Sheriff's Office as a courtesy to them as they would have asked; I was wearing gym shorts that would prevent any such result and as noted they were not in my shorts. I put them by the Cable Notification Box where I saw an individual standing over my property.

Cable Notification vs. Circuit Breakers:
Good Grief, they are located in different directions from the Peacock Auto Mall Sign. The location of the cable notification post dug into the ground on the property of the State of South Carolina HWY 278 is no more than 10 feet from the Highway. The cable notification post is a plastic cylinder post not a green metal box.

Voluntary Statement:
I completed the document in the Wal-Mart parking lot as requested by Deputy Sheriff Hartley upon her arrival, per 911 Call.

Other Documents Tab 3
Jasper County Summary
Stolen Car Keys

Regards,

Greg Hackney

Jasper County Sheriff Office
Deputy Sheriff Hartley
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

Jasper County Sheriff's Office

Summary

Print Date/Time: 11/30/2017 09:28
Login ID: bbrown
Case Number: 2017-00001995

ORI Number: Jasper County Sheriff's Office SC0270000

Case

Case Number: 2017-00001995
Location: 225 DRIVERS WAY
Hardeeville, SC 29927
Reporting Officer ID: S25 - Hartley

Incident Type: Suspicious Event
Occurred From: 09/01/2017 14:48
Occurred Thru: 09/01/2017 14:48
Disposition:
Disposition Date:
Reported Date: 09/01/2017 14:48 Friday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Complainant	1	hackney, greg	619 SYCAMORE ST DECATUR, GA		White	Male	04/20/1965 52

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.

Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State

Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

Narrative

ON THE ABOVE DATE AND TIME, I DEPUTY HARTLEY RESPONDED TO 255 DRIVER'S WAY IN REFERENCE TO POSSIBLY STOLEN KEYS. ONCE ON SCENE, I MADE CONTACT WITH THE COMPLAINANT, GREG HACKNEY WHO HAD BEEN PROTESTING THE BUSINESS (HILTON HEAD HYUNDAI) FOR SEVERAL DAYS. MR. HACKNEY STATED THAT DURING HIS PICKETING THIS AFTERNOON, HE WITNESSED AN UNKNOWN MALE NEAR HIS PERSONAL BELONGINGS ON THE SIDE OF THE ROAD. MR. HACKNEY STATED THAT HE WHEN HE BEGAN APPROACHING THE MALE, THE MALE BEGAN TO WALK TOWARDS AN ADVERTISING SIGN. MR. HACKNEY STATED THAT HE ASKED THE MALE WHY HE WAS NEAR HIS BELONGINGS TO WHICH THE MALE REPLIED "I'M LOOKING FOR THE BREAKER BOX FOR THIS SIGN". MR. HACKNEY STATED THAT HE POINTED OUT THE BOX TO THE INDIVIDUAL AND ASKED FOR HIS NAME TO WHICH THE MAN REPLIED "SHAWN". MR. HACKNEY STATED THAT HE THEN WENT TO INVENTORY HIS ITEMS AND DISCOVERED THAT HIS KEYS WERE MISSING. MR. HACKNEY ALSO STATED THAT IT IS POSSIBLE THAT HE MAY HAVE LOST HIS KEYS DURING HIS WALKING BUT THAT HE BELIEVES THAT HIS KEYS WERE STOLEN.

Victim Statement

17-1995

VOLUNTARY STATEMENT
(NOT UNDER ARREST)

PAGE NO.____ OF____ PAGES

I, GREG HACKNEY, am not under arrest for, nor am I being detained for any criminal offenses concerning the events I am about to make known to HACKNEY. Without being accused of or questioned about any criminal offenses regarding the facts I am about to state, I volunteer the following information of my own free will, for whatever purposes it may serve:

Ph 6788552975

I am 52 years of age, D.O.B. 11/20/1965 and I live at 619 Sycamore St. Decatur, GA

9/11/17

I left Key's & drove over to Cook's residence (619 Sycamore St, Decatur, GA) to pick up my brother-in-law Jeff Sykes. About 3 hours later I was so good that I drove around & saw a [illegible] over my [illegible] & [illegible] [illegible] [illegible]

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 4
Jasper County Deputy Sheriff's Request. Leave Premise – State HWY 278.
Monday, September 4th, 2017 - Labor Day
Request for Documentation, Reason for Request – Laws Broken?

Deputy Chief Lt. Morris:

Request for Data

1. **What laws were broken per their request for me to leave premise or be arrested?**
2. **Name of the two Deputy Sheriff's with Deputy Sheriff Hunnicutt; one was in a Jasper County Official Sheriff's Vehicle and the other was driving a Black Truck.**

Labor Day, September 4th, 2017 - Monday
I was in the median on State Highway 278 doing activity informing the public of Hilton Head Hyundai Dealership's behavior when three vehicles and personnel described below drove up and told me I had to stop my activity and leave the premise (State Highway 278) or be arrested.

Jasper County = Deputy Sheriff – State Highway 278 = South Carolina State Highway

1. Deputy Sheriff Hunnicutt, Black Tahoe.
2. Deputy Sheriff, unknown name, Official Deputy Sheriff Vehicle.
3. Deputy Sheriff, unidentified Black Truck.

NOTED:
I was not arrested even though I was threatened if I returned; two hours later I did return with a new sign, per one stolen moments after asking me to leave the premise. This confirms their lack of authoritative rights and purpose for request to leave premise by threating arrest as only an Intimidation and Harassment Tactic.

Other Documents Tab 4
Daily Data
Copy, one of many – example of the daily data I gave to Sheriff Malphrus per my activity.

Monday "Labor Day"- September 4th, 2017

Trespassing Notice:
Two Deputy Sheriff's and Deputy Sheriff Hunnicitt informed me that Sheriff Malphrus said I was done for the day and I was to leave the median (State of Carolina State Highway 278) in front of Peacock Auto Mall. They did explain what I did wrong as they repeated "the Sheriff has had enough and I needed to leave" so apparently this was the reason. I decided to leave after I told them the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise, no reply.

I informed them I was going to return in a few (1-2) hours as it was becoming a scene with 3 vehicles present in the median (Hunnicutt's Tahoe, Deputy Sheriff and his Official Car and an Unidentified Person in a Black Truck) and the Employees of Hilton Head Hyundai Dealership – Peacock Auto Mall across the street clapping and making noise I was being forced to leave. Upon grabbing my briefcase I started walking towards Wal-Mart where my car was located but I had to turn back because my car keys were hidden in the weeds across from Hilton Head Hyundai. (My car keys were stolen the previous days – In front of Hilton Head Hyundai – See Jasper County Sheriff Summary Form Tab 3) Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is also employed part-time by Peacock Auto Mall and was currently on their clock and parked behind the Peacock Auto Mall sign.
(Deputy Sheriff Hunnicutt was located - parked behind the Peacock Auto Mall Sign in between the Hilton Head Hyundai Dealership and Peacock Auto Mall Dealerships)

As I looked for my keys I turned around and saw a Peacock Auto Mall employee (same dress code as sales personnel) in black pants and brown shirt steal my sign and run into the Peacock Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sherriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone do not know what one so hard for me to find out who took the sign. I ended the conversation and went to the median to flag down a Hardeeville Police Officer to at least record the incident since Deputy Sheriff **Hunnicutt was of no use since he was an Ole Peacock Auto Mall Employee this day!**
(I did use derogatory comments directed at the thief as he was running with my sign and also towards the dealership employees who were clapping during the incident.)

Noted: he was the same Deputy Sheriff who did not identify himself as such as he was Peacock Auto Mall Security on August 26th, 2017.
Noted: He could have easily checked the Peacock- Auto Mall cameras to see a person running into the Dealerships with my sign

A Hardeeville Police Officer, F. Lemus, stopped after I flagged him down and I explained the stolen sign incident as Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus starting filling out an incident report; well so I thought, upon getting my identification and address change he finished writing and handed me a NO TRESSPASSING NOTICE!

Please review letter from Hardeeville Police Officer F. Lemus. The letter confirms I flagged him down and goes without saying I did not have my sign. Thus, if I did not leave the premise and return to my car where was my sign? STOLEN!

Deputy Sheriff Hunnicutt can confirm the same, NO SIGN with me and did not leave the premise! STOLEN!

I CHASED A CRIMINAL TO THE DITCH AS SUCH NOT ON THEIR PROPERTY BUT DID CROSS TOWARDS THE HILTON HEAD HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND THE MISSUSE OF AUTHORITY AS I WAS NOTICED FOR NO TRESPASSING.

A VIOLATION OF MY FIRST AMENDMENT RIGHTS! I WAS PROTESTING THEIR BUSINESS AND AN EMPLOYEE STOLE MY SIGN; NOTED, THE SECOND SIGN STOLEN AS THE FIRST WAS FROM INSIDE MY VEHICLE!

I WOULD ARGUE IT IS THE JASPER COUNTY SHERIFF'S OFFICE RESPONSIBILITY TO PROTECT ME AND MY FIRST AMENDMENT RIGHTS! AN ABSOLUTE SHAME! THE PROTECTION WAS A NO TRESPASSING NOTICE!

GOOD GRIEF!

I refused to sign the document and let him know that regardless of Sheriff Malphrus unwarranted demands I was going to go make my third sign and return within the hours (1-2) as such I did and was not arrested upon my return.

I ASSUME NO AUTHORITIVE RIGHTS! No arrest confirms the purpose for their request to leave premise by threatening arrest as only an Intimidation and Harassment Tactic.

Sheriff Malphrus Unprofessional Visit:
After 6:00 PM (Est.) Sheriff Malphrus drove up and got out of his car in plain clothes; noted, in his car was female dressed in plain clothes. The conversation was unprofessional as included the following topics and comments:

- I was from Atlanta and needed to go home.
- Did I have a job, surely I needed to go home and work.
- I was standing at the entrance of Peacock Auto Mall as such he said it was illegal.
- He told me it was best to handle this kind of situation was with an Attorney.
- South Carolina State Highway 278 was in his Jurisdiction and control and I was a being a Nuisance. (South Carolina State Troopers Highway)

I mentioned my two visits to his office including leaving my name and number so we could schedule a meeting since it appeared he was getting many calls regarding my activity in front of the Hilton Head Hyundai and Peacock Auto Mall. We agreed it would be best for me to stay directly in front of the Hilton Head Dealership to avoid unwarranted calls he was receiving. I also mentioned I would stop by his office so we could meet; I planned on doing the same activity as the previous days for the next two months. (Noted, at other entry points to the Hilton Head Hyundai Dealership.)

Tuesday - September 5th, 2017:
South Carolina State Trooper Kelley:
On my way to meet/set an appointment with Sheriff Malphrus I noticed a South Carolina State Trooper off State HWY 278 and asked him if he could meet with me in front of Hilton Head Hyundai to discuss

and insure I was obeying the laws, he agreed. We discussed the authority from the highway outer white line 33 feet in, basically to the ditch was South Carolina State Highway and under South Carolina State Trooper authority and the Jasper County Deputy Sheriff's visit were somewhat suspect; including, their request for me to leave the Highway median the previous day, Labor Day, Monday September 4th, 2017 as it was a South Carolina State Highway.

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.
The meeting was set the very next day at 11:00 PM. I developed a map with zones in front of the Hilton Head Hyundai and Peacock Auto Mall Dealerships so I could provide him my daily activity and timeline crossing in across State Highway 278 and the entrance to the Peacock Auto Mall. Enclosed.

Noted: On October 4th, 2017 I was doing activity on median across from the Peacock Auto Mall and the same Deputy Sheriff who was driving the official Sheriff Vehicle on Labor Day stopped along with the same gentleman in the Black Truck. The Deputy Sheriff informed me that they had a video of me flagging down cars and stopping traffic; they began talking as the gentleman driving the black truck was inside his vehicle so I approached them and told them to call South Carolina State Trooper Kelley and when he arrives we can all watch the video. (Understanding there was not video of me stopping or blocking traffic) **I returned to my activity with my back to them; moments later they drove off without addressing anything about a video including speaking to me!**

Wednesday - September 6th, 2017: PM
I drove to the Sheriff's office for the 11:00 pm meeting
Sheriff Malphrus cancelled Meeting, reset following day.

Noted: He has cancelled 5 plus meetings scheduled and did not returned multiple messages and phone calls asking him to please call!
Noted: Two 17 year old boys who wash cars at Hilton Head Hyundai confirmed they saw a Peacock Auto Auto Mall Employee steal my sign.

Thursday - September 7th, 2017:
I drove to the Sheriff's office for the 11:00 PM meeting.
Sheriff Malphrus cancelled the meeting but Deputy Sheriff Lt. Smith came out on his behalf – we reviewed issues to date. We also discussed the flawed thinking by Deputy Sheriff Dodson that occurred on Saturday August 26th, 2017 regarding him forcing me to return my Hertz Rental Car when it was not reported stolen including a condition to retrieve my Sonata. **He agreed it was a mistake.** I also discussed another specific concern as I chased a criminal into the Peacock Auto Mall after he stole my sign and was given a not trespassing Notice. Noted, other issues: stolen car keys, 2 stolen signs, car breach as doors open and inside of vehicle drench (rain/water) etc. Also, cussing and derogatory comments directed toward me as they drove their golf carts near me crossing into the State of South Carolina State Highway. Also, a statement (Yelled) at me by the New Car Sales Manager "We know where you are staying and you have a criminal record."

Regards,

Greg Hackney

Noted Clarifications: See Tab 5

To: Sheriff Deputies

From: Greg Hackney

Activity: Tuesday

Date: 3/28/17

A = Peacock Sign

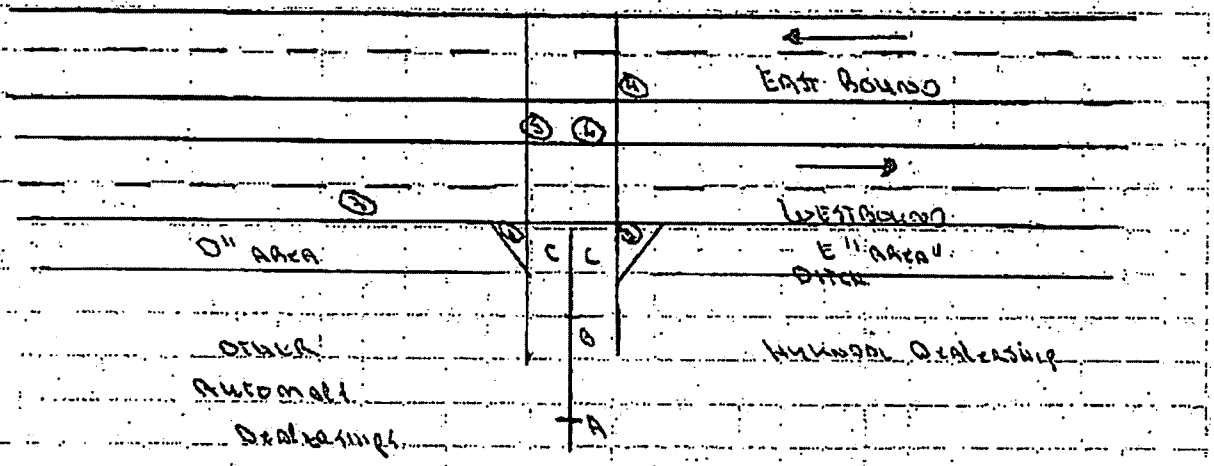
B = Flower Bed + grass median separating In/Out Auto Dlr

C = Crossover "area"

D = "area"

E = "area"

I only cross over area C if/only there are zero cars in view or close to actual points 1, 2, 3, 4, 5, 6



I remained South of the levy all day as I did not cross over to the median once

"D area" = 8:00 +

"E area" = ~~8:00 +~~

2. 2:36 pm - 3:08 pm

4. 4:02 pm - 4:58 pm

6 5:58 pm - 6:49 pm

1. 8:00 A.M. - 10:00 A.M.

3. 3:08 pm - 4:01 pm

5 4:58 pm - 5:58 pm

7 6:49 pm - 8:15 pm

#2 Area I crossed over 4 times

1. 3:08 pm 4: 5:58

3. 4:02 pm 5: 8:46 I left + crossed over twice

3 4:58 pm back to ca

Dear Parents/Carers of Year 7

I am placed two documents today. I apologise for the late notice but I received the information yesterday afternoon and have had little time to plan.

9:20 - 1:00 1:30 - 3:30

Year 7 RE - I cannot take class 1. once in the morning
2. once in the afternoon

Teacher: Miss Ali
Peacock Automall

Support: Miss Ali
Peacock Automall

Castlewalk Secondary: 2-3 times morning
Automall: 2-3 times afternoon

Please / Depending / However will be a security pass for Peacock Automall available for me to use. Thank you for compliance with my plans.

Thank you,

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 5
Trespassing Notice – 2nd Sign Stolen
September 4th, 2017 - Monday – "Labor Day"
Incident Report Update/Filing

Deputy Chief Lt. Morris:

Explanation Request:
Please provide an explanation why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form and properly investigate the theft of my 2nd sign! I did not leave the premise and return to my car that was parked in the Wal-Mart parking lot only confirming during the No Trespass incident when I approached him and he approached me to give me a ticket there was not a sign with me or in any of the area where I do my activity in front of the Hilton Head Hyundai and Peacock Auto Mall.

Requesting proper documentation completed for my 2nd Sign Stolen, Deputy Sheriff Hunnicutt associated Statement.

Trespass Notice Form:
Date Clarification Errors
Monday September 4th, 2017 – Report has written September 5th, 2017
Copy of No Trespassing Notice: Errors
Date of Notice 09/05/2017
No Trespassing Requirements Start Date 09/04/2017

Trespass Premise left Blank
This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the Dwelling house, place of business or premise located at

_____

Reason for Trespass Notice
Assume one is required; noted, the 2nd Trespass notice has documents as per reason.

Other Documents Tab 5

Copy of No Trespassing Notice

(wrong date, no entry per location via No Trespass and the reason for the Trespass) The Original is missing as the document was in my briefcase that was stolen on November 1st 2017.

Hardeeville Police Office Letter

F. Lemus

Noted

Jasper County Court Filings and Clarification of 2 Officers vs 1 Officer per Hardeeville Police Department.

Monday "Labor Day"- September 4th, 2017

Trespassing Notice:

Two Deputy Sheriff's and Deputy Sheriff Hunnicitt informed me that Sheriff Malphrus said I was done for the day and I was to leave the median (State of Carolina State Highway 278) in front of Peacock Auto Mall. They did explain what I did wrong as they repeated "the Sheriff has had enough and I needed to leave" so apparently this was the reason. I decided to leave after I told them the previous days I was doing the same and as such what has changed to make the Sheriff enforce an unwarranted removal from premise, no reply.

I informed them I was going to return in a few (1-2) hours as it was becoming a scene with 3 vehicles present in the median (Hunnicutt's Tahoe, Deputy Sheriff and his Official Car and an Unidentified Person in a Black Truck) and the Employees of Hilton Head Hyundai Dealership – Peacock Auto Mall across the street clapping and making noise I was being forced to leave. Upon grabbing my briefcase I started walking towards Wal-Mart where my car was located but I had to turn back because my car keys were hidden in the weeds across from Hilton Head Hyundai. (My car keys were stolen the previous days – In front of Hilton Head Hyundai – See Jasper County Sheriff Summary Form Tab 3) Deputy Sheriff Hunnicutt remained to confirm I was leaving the premise; as noted he is also employed part-time by Peacock Auto Mall and was currently on their clock and parked behind the Peacock Auto Mall sign.
(Deputy Sheriff Hunnicutt was located - parked behind the Peacock Auto Mall Sign in between the Hilton Head Hyundai Dealership and Peacock Auto Mall Dealerships)

As I looked for my keys I turned around and saw a Peacock Auto Mall employee (same dress code as sales personnel) in black pants and brown shirt steal my sign and run into the Peacock Auto Mall. I gave chase but stopped short of the ditch and then headed back to Deputy Sherriff Hunnicutt; I explained to him that someone had just stolen my sign and he responded in an uncaring tone do not know what one so hard for me to find out who took the sign. I ended the conversation and went to the median to flag down a Hardeeville Police Officer to at least record the incident since Deputy Sheriff Hunnicutt was of **no use since he was an Ole Peacock Auto Mall Employee this day!**
(I did use derogatory comments directed at the thief as he was running with my sign and also towards the dealership employees who were clapping during the incident.)

Noted: he was the same Deputy Sheriff who did not identify himself as such as he was Peacock Auto Mall Security on August 26th, 2017.
Noted: He could have easily checked the Peacock- Auto Mall Cameras to see a person running into the Dealerships with my sign

A Hardeeville Police Officer, F. Lemus, stopped after I flagged him down and I explained the stolen sign incident as Deputy Sheriff Hunnicutt drove to the median and asked me for my ID and thus starting filling out an incident report; well so I thought, upon getting my identification and address change he finished writing and handed me a NO TRESSPASSING NOTICE!

Please review letter from Hardeeville Police Officer F. Lemus. The letter confirms I flagged him down and goes without saying I did not have my sign. Thus, if I did not leave the premise and return to my car where was my sign? STOLEN!

Deputy Sheriff Hunnicutt can confirm the same, NO SIGN with me and did not leave the premise! STOLEN!

I CHASED A CRIMINAL TO THE DITCH AS SUCH NOT ON THEIR PROPERTY BUT DID CROSS TOWARDS THE HILTON HEAD HYUNDAI DEALERSHIP WHERE DEPUTY SHERIFF HUNNICUTT WAS SITTING IN HIS CAR TO REPORT A CRIME AND THE MISSUSE OF AUTHORITY AS I WAS NOTICED FOR NO TRESPASSING.

A VIOLATION OF MY FIRST AMENDMENT RIGHTS! I WAS PROTESTING THEIR BUSINESS AND AN EMPLOYEE STOLE MY SIGN; NOTED, THE SECOND SIGN STOLEN AS THE FIRST WAS FROM INSIDE MY VEHICLE!

I WOULD ARGUE IT IS THE JASPER COUNTY SHERIFF'S OFFICE RESPONSIBILITY TO PROTECT ME AND MY FIRST AMENDMENT RIGHTS! AN ABSOLUTE SHAME! THE PROTECTION WAS A NO TRESPASSING NOTICE!

GOOD GRIEF!

I refused to sign the document and let him know that regardless of Sheriff Malphrus unwarranted demands I was going to go make my third sign and return within the hours (1-2) as such I did and was not arrested upon my return.

I ASSUME NO AUTHORITIVE RIGHTS! No arrest confirms the purpose for their request to leave premise by threatening arrest as only an Intimidation and Harassment Tactic.

Sheriff Malphrus Unprofessional Visit:
After 6:00 PM (Est.) Sheriff Malphrus drove up and got out of his car in plain clothes; noted, in his car was female dressed in plain clothes. The conversation was unprofessional as included the following topics and comments:

- I was from Atlanta and needed to go home.
- Did I have a job, surely I needed to go home and work.
- I was standing at the entrance of Peacock Auto Mall as such he said it was illegal.
- He told me it was best to handle this kind of situation was with an Attorney.
- South Carolina State Highway 278 was in his Jurisdiction and control and I was a being a Nuisance. (South Carolina State Troopers Highway)

I mentioned my two visits to his office including leaving my name and number so we could schedule a meeting since it appeared he was getting many calls regarding my activity in front of the Hilton Head Hyundai and Peacock Auto Mall. We agreed it would be best for me to stay directly in front of the Hilton Head Dealership to avoid unwarranted calls he was receiving. I also mentioned I would stop by his office

so we could meet; I planned on doing the same activity as the previous days for the next two months. (Noted, at other entry points to the Hilton Head Hyundai Dealership.)

Tuesday - September 5th, 2017: PM only-6 Hours
South Carolina State Trooper Kelley:
On my way to meet/set an appointment with Sheriff Malphrus I noticed a South Carolina State Trooper off State HWY 278 and asked him if he could meet with me in front of Hilton Head Hyundai to discuss and insure I was obeying the laws, he agreed. We discussed the authority from the highway outer white line 33 feet in, basically to the ditch was South Carolina State Highway and under South Carolina State Trooper authority and the Jasper County Deputy Sheriff's visit were somewhat suspect; including, their request for me to leave the Highway median the previous day, Labor Day, Monday September 4th, 2017 as it was a South Carolina State Highway.

I drove to the Sheriff's office and set a meeting with Sheriff Malphrus for the following day to discuss my activity to insure zero unwarranted calls into his office.
The meeting was set the very next day at 11:00 PM. I developed a map with zones in front of the Hilton Head Hyundai and Peacock Auto Mall Dealerships so I could provide him my daily activity and timeline crossing in across State Highway 278 and the entrance to the Peacock Auto Mall. Enclosed.

Noted: On October 4th, 2017 I was doing activity on median across from the Peacock Auto Mall and the same Deputy Sheriff who was driving the official Sheriff Vehicle on Labor Day stopped along with the same gentleman in the Black Truck. The Deputy Sheriff informed me that they had a video of me flagging down cars and stopping traffic; they began talking as the gentleman driving the black truck was inside his vehicle so I approached them and told them to call South Carolina State Trooper Kelley and when he arrives we can all watch the video. (Understanding there was not video of me stopping or blocking traffic) **I returned to my activity with my back to them; moments later they drove off without addressing anything about a video including speaking to me!**

Wednesday - September 6th, 2017: PM
I drove to the Sheriff's office for the 11:00 pm meeting
Sheriff Malphrus cancelled Meeting, reset following day.

Noted: He has cancelled 5 plus meetings scheduled and did not returned multiple messages and phone calls asking him to please call!

Noted: Two 17 year old boys who wash cars at Hilton Head Hyundai confirmed they saw a Peacock Auto Auto Mall Employee steal my sign.

Thursday - September 7th, 2017:
I drove to the Sheriff's office for the 11:00 PM meeting.
Sheriff Malphrus cancelled the meeting but Deputy Sheriff Lt. Smith came out on his behalf – we reviewed issues to date. We also discussed the flawed thinking by Deputy Sheriff Dodson that occurred on Saturday August 26th, 2017 regarding him forcing me to return my Hertz Rental Car when it was not reported stolen including a condition to retrieve my Sonata. **He agreed it was a mistake.** I also discussed another specific concern as I chased a criminal into the Peacock Auto Mall after he stole my sign and was given a not trespassing Notice. Noted, other issues: stolen car keys, 2 stolen signs, car

breach as doors open and inside of vehicle drench (rain/water) etc. Also, cussing and derogatory comments directed toward me as they drove their golf carts near me crossing into the State of South Carolina State Highway. Also, a statement (Yelled) at me by the New Car Sales Manager "We know where you are staying and you have a criminal record."

Regards,

Greg Hackney

Jasper County Filed Documents:
Noted Clarifications:

Three Official Vehicles:
1. Deputy Sheriff Hunnicutt, Black Tahoe.
2. Sheriff Deputy, Official Jasper County Sheriff.
3. Unidentified person in a Black Truck.

Deputy Sheriff Hunnicutt Location:
Parked behind the Peacock Auto Mall sign between the Hilton Head Hyundai Dealership and Peacock Auto Mall Dealerships.

Hardeeville Police:
1-2 Hardeeville Police Officers.

My Activity:
Hilton Head Hyundai Dealership and Peacock Auto Mall including the associated median IE. South Carolina State HWY 278.

Jasper County Sheriff Office
Deputy Sheriff Hunnicutt
12008 N. Jacob Smart Blvd.,
Ridgeland, South Carolina 29936

JASPER COUNTY SHERIFF'S

P.O. Box 986, Ridgeland, South Carolina 29936
TELEPHONE: 843-726-7777 FACSIMILE: 843-726-7778

TRESPASS NOTICE FORM

Date of Incident: 12 / 16 / 2017 Time of Incident: 0950 ☐ AM ☐ PM

Incident Location: Food Lion #1411

Person Receiving Trespass Notice: Mary S Flaherty

Address: 841 Savannah St Ridgeland Tel: #

Sex	Date of Birth	Race	Height	Weight	Eye Color	Hair
M	2/APR 1965	W	5'4"	120	BRO	BRN

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

Print Name of Person Requesting Trespass Notice — Signature of Person Requesting Trespass Notice

TO: Mary S Flaherty
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

Dates Trespass Prohibited 12 / 16 / 2017 to 12 / 16 / 2018 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☑ In Person ☐ Via Certified Mail

Refused to Sign

Print Name of Person Receiving Trespass Notice — Signature of Person Receiving Trespass Notice

Print Name of Officer Serving Trespass Notice — Signature of Officer Serving Trespass Notice

* Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivision shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of another.

WHITE– Sheriff YELLOW – Dispat[illegible] PK – Property Owner GOLDENROD - Suspect

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 6
Case Number, 2017-2176 – Harassment/A&B by Intimidation
Victim Notification Information Form
Case Number, 2017-2176 – Summary
Reporting Officer Deputy Sheriff Smith
Update/Filing
Request to File Charges – Criminal Code 16-3-1700

Deputy Chief Lt. Morris:

Request an investigation on charges related to the Wal-Mart Video and the associated warranted arrest.

Video:
Clarification:
I understood the Video to have three clips including a video from their back camera showing the Peacock Security Person entering Wal-Mart from Argent Street. The current DVD has 2 clips.

Video Time Stamp
The DVD video does not have a standard date and time stamp. The video does not have any visible Calendar Date – Time of Day and Length of Video one would think would be applicable via a security Camera video that could be used in a Civil or Criminal Court! The Time Stamp would give the court Accurate Date/Time and Length of such event.

Video Timeline, Sheriff Smith Narrative:
"Hackney was then observed exiting his vehicle and approach the security vehicle and then walk away three minutes later" Review the video, less than 30 seconds!

Point of Reference: 3 minutes would indicate I was confrontational, 60 plus days later I receive a viewable video and suddenly 30 seconds corrects Deputy Sheriff Smith's Narrative!

Victim Notification Information Form:
Suspect Name
John Lyons/Peacock Auto Mall
Why would the CFO – General Manager of Peacock Auto Mall be a Suspect?
He was not the person driving the Peacock Auto Mall "Security" White Ford Explorer in the Video.

Suspect:
Please provide the name of Peacock Security Person Driving the Vehicle in the Wal-Mart Harassment – Intimidation Video. Criminal - Civil Pursuant = Applicable.

Jasper County Sheriff's Office
Summary
The Summary has the Suspect (s) Unknown. The Victim Notification Information Form has John Lyons.

Jasper County Sheriff Smith spoke to Michael Hernandez, head of Security at Peacock Auto Mall and John Lyons, CFO General Manager of Peacock Auto Mall; in both discussions he did not ask for the person who was driving the Security Vehicle (Suspect) during the Harassment and Intimidation incident? Please explain why the person driving their Security Vehicle is not identified.

Makes Sense?
Two people in discussions, one tells the other you should follow a person etc! As such the person does and is reported to the police and they confirm Harassment; the person who told the individual to follow around the victim is not charged or arrested!

Narrative
backing his vehicle;
I backed my vehicle into the parking space.

wanted to talk with John Lyons before pursuing any charges
John Lyons and I spoke on September 13th, 2017 and promised there would be no more Harassment from his employees including cussing, stealing of my signs, breach of my vehicle and including other intimidation. I wanted to insure it was not a rogue employee not understanding his direction to his employees.
Noted, ANOTHER LIE as John Lyons authorized the Harassment!

advised him I need to have proof of the incident occurring before helping him out with the incident. I advised Hackney that Wal-Mart has video cameras along the outside of the building and that I would need to view those.
Deputy Sheriff Smith did view-see the proof of the incident!

then walk away three minutes later
Review the video, less than 30 seconds!
Point of Reference: 3 minutes would indicate I was confrontational, 60 plus days later I receive a viewable video and suddenly 30 seconds corrects Deputy Sheriff Smith's Narrative!

Find out who I need to talk to regarding the security officer who followed him to Wal-Mart
I would expect that the goal would be to find out who was driving the Security Vehicle into the Wal-Mart parking lot. To date, the person driving the Peacock Auto Mall Security Vehicle has not been identified.

In both discussions he did not ask for the person who was driving the Peacock Auto Mall Security Vehicle (Suspect) during the Harassment and Intimidation incident? Please explain why the person driving their Security Vehicle is not identified as it is written he notes the name as IMPORTANT!

I made contact Hernandez and advised him his security officer following
Makes sense at this point of the investigation to obtain the driver of the vehicle?

Hernandez responded to me by stating the security officer was identifying if Hackney was still driving his vehicle
Contradiction of Jasper County Court filed documents.

Hernandez stated he understood and would tell his officers not to follow Hackney onto another's property
Per directly from John Lyons, CFO of Peacock Auto Mall, he directed their security person! Disgraceful!

able to meet with Lyons and that the meeting did not go well being trespassed from the entire Auto Mall.
The previous Wednesday, September 13th, 2017 (twice) – Friday September 15th, 2017 I entered the Dodge, Ram, Jeep Dealership where I met directly with John Lyons; (okay to enter the dealership) I intended to follow the same direction as the previous times we me. I did not feel that there was a trespass issues since the meetings on Wednesday September 13th, 2017 and Friday September 15th, 2017 as not mentioned in either meeting.

I entered his office and there were three Peacock Auto Mall Security Persons with him and informed of the Trespass. There was a different tone to our conversation from just days prior. Noted, my conduct had not changed. Perhaps his security vehicle getting caught on a Wal-Mart camera changed the atmosphere and his tone to hostility!

Investigation would need to be done to identify the subject in the vehicle and to obtain a correct charge.
Clear thinking, the subject driving the vehicle was important yet still not identified. Clear thinking there would be a charge related to the Wal-Mart Video.

Hackney's intent to file charges
Yes, I requested charges to be filed.

Hackney felt intimidated

The Peacock Auto Mall Security Vehicle office premise Harassment was Stressful and caused other emotions confirmed by my actions to approach the vehicle in an effort to protect myself at current time and future off-premise incidents. I was uncomfortable addressing the Security Vehicle but a necessary precaution for my Security!

As per meeting the on September 21st, 2017 meeting with Deputy Chief Lt. Morris, I specifically requested a competent Deputy Sheriff to manage this incident with integrity and clear conscious! Evidence, an attempt was made!

Article 17

Harassment and Stalking
Offenses against the Person

16-3-1700 Definition
"Harassment in the first degree means a pattern of intentional, substantial and unreasonable intrusion into the private life of a targeted person that serves no legitimate purpose and causes the person in his position to suffer mental or emotional stress. Harassment in the first degree may include, but is not limited to:

(3) Surveillance of or the maintenance of a presence near the targeted person's

A. Residence
B. Place of work
C. School: or
D. Another place regularly occupied or visited by the targeted person

Beginning on August 26th, 2017 until the incident on September 20th, 2017 I protested daily in front of Hilton Head Hyundai and Peacock Auto Mall! I walked from the Wal-Mart parking lot across Argent Street to the Dealerships then returned each day! (A 5-10 minute walk depending where I began my return at the end of the day)

A Peacock Security White Ford Explorer literally mirrored me from their premise 95% of the time depending on the number of hours per day, average 8-10 hours.

Please explain to me why 16-3-1700 Criminal Code Harassment and Stalking does not apply to the following event!
The Security Personnel of the Business an individual has been protesting nearly 3 weeks 8-10 hours a day can follow that same individual across the street from their premise to another business where the protesting individual has been parking every day since beginning such protesting!

I am not a Constitutional expert but how can the actions per above recorded and confirmed by the Jasper County Sheriff's Office via recording (Deputy Sheriff Smith obtained) from a Wal-Mart camera not be crime against one's First Amendment Right Of Freedom of Speech; not to mention the State of Carolina Harassment and Stalking code 16-3-1700!

I request an investigation to re-open the A/B with intent to intimidate charges properly file associated charged including the arrest of the Driver of the Peacock Vehicle!

INCIDENT - TIMELINE

September 20th, 2017: Wednesday

Every day I walk from Wal-Mart to the location in front of the Peacock Auto Mall – Hilton Head Hyundai and return as such. A White Ford Explorer Security Vehicle from their premise would literally follow me as I walked 20 – 30 feet as it would move to remain in direct sight as I took it, Intimidation and Harassment. Their Harassment and Intimidation Tactics could not have been for safety of their employees or customers as they would leave daily and return multiple times: Also, the Peacock Auto Mall Security Vehicle arrives after 5:00 pm on Sundays.
Noted what was visible as otherwise directly in front of me!

Their Security Vehicle, a White Ford Explorer, would follow me to other locations but I could never get them to be located under an associated camera until this date. The vehicle followed me and entered into the Garden Center at Wal-Mart and went pass me back and forth until it parked in-sight of my car.

I remained in the parking lot pretending to maintain my car as the person did not get out of the car but sat looking at me! After minutes I got in my car and approached their Security Vehicle, White Ford Explorer, and parked next to it but not blocking their exit. I approached the vehicle and there was a security person in a Peacock Auto Mall shirt; I explained to him that he was not to follow me off their premise anymore. (Noted, an aggressive statement but not "Yelling" as it is stated in the Jasper County Sheriff Office Summary and Narrative Report.)

The report also states I was speaking to the Peacock Security Person for an estimated 3 minutes, it was about 30-45 seconds. As I left and returned to my car he did yell back at me saying, "do you want some of me" etc. The video also shows he did not enter Wal-Mart as his purpose was to intimidate, Harass and do surveillance as such both were disturbing, stressful and warranted concern for my safety.

Noted: For two weeks I asked the Jasper County Sheriff's Office for a copy or the video, unsuccessful. I stopped by the South Carolina State Troopers office and was directed by a State Trooper to use a FOIA form; I did and within a week I received DVD - Video. The Video could not be viewed. I took it to Best Buy and other professionals all confirming the video was not readable including on my Apple computer and their Microsoft computers they use for their work. **Why would the Jasper County Sheriff's office ignore my repeated attempts to get a copy of the video? The Sheriff's Office could have just informed me to use a FOIA Form but they chose not to disclose the procedure. DISCRACEFUL!**

Review: Jasper County Sheriff Office and Wal-Mart Video Timeline.

September 21st, 2017: Thursday

Sheriff Office to report their Harassment as such met with the Deputy Chief of Jasper County: Lt Morris.
My purpose of meeting with him was to insure the process obtaining the video was successful and there were no mishaps as I had with his Jasper County Deputies the previous weeks. He assured me the

person on duty in that area responding to my request (I called a non-emergency number he provided) was competent and would manage the process correctly. (Lt. Smith)

I met with Deputy Sheriff Smith and he retained the video and seemed surprised there was in fact a video; he later confirmed with Peacock Auto Mall their Security was involved in the video.

I mentioned to Deputy Sheriff Smith I wanted to speak to John Lyons prior pressing charges to insure the security person was not acting on his own accord in his aggressive behavior. The following day I confirmed with John Lyons that in fact it was under his direction their Security Person followed me into the Wal-Mart Parking lot.

September 22nd, 2017 - Friday
I went on the Peacock Auto - Mall premise to discuss the video as noted above; I met John Lyons in his office including three security guards present. He said he was scared for his employees etc. One must ask why do they leave each day off premise and do not show up until 5:00 PM on Sunday. Confirmed hours not mirroring me!

Good Grief! I assume these times he is putting their customers at risk? Just another lie!

After being informed of the No Trespass I asked him about their Security Vehicle following me into the Wal-Mart parking lot and he confirmed it was their Security and directed as such by him.

On Wednesday, September 13, 2017 John and I discussed his employees cursing me, stealing my signs, car keys and breach of my car; he told me he would insure that no one would Harass or Intimidate me on or off premise! Another Lie!

September 29th2017 – October 11th, 2017 – I made multiple visits to the Jasper County Sheriff's Office to get an update on the Arrest related to the Video and told NOTHING!

October 12th, 2017: Thursday
Sheriff's officer to inquire about the ongoing incident at Wal-Mart
I met a Deputy Sheriff who identified himself as a Lt. outside the Jasper County Sheriff office; we discussed the Wal-Mart video and he informed me there would not be charges filed against Peacock Auto Mall. He told me anyone can follow any person as long as they do not harm the person they are following. Good Grief!

Moments later I saw Deputy Sheriff Smith who retrieved the video and charged Peacock Auto Mall – John Lyons with Harassment, Assault and Battery with intent to Intimidate. He confirmed the charges on my Victim Notification Identification Report were being dropped as per Sheriff Malphrus, Injustice!

I later saw Deputy at a Gas Station, he informed me that he was suspended for the incident and report charging Peacock Auto Mall.

October 13th, 2017: Friday
Sheriff's Office to retrieve the Wal-Mart video,
I received the Wal-Mart video but it did not play, I took it to Best Buy and other related professional businesses and they attempted to play the video on my computer and their business computer both of

which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

October 13th, 2017 – October 31, 2017: As per above I went to multiple computer companies and efforts to play the video failed.

October 31st, 2017: Tuesday
2017 Freedom of Information ACT, 2nd Request for Video as 1st did not play
(Enclosure, Letter)

November 10th, 2017: Friday (Estimated Date 7-10 Days Post October 31st letter)
I went to the Jasper County Sheriff Office to follow up on the letter I gave them on October 31st 2017. Deputy Chief Lt. Morris greeted me in the lobby and informed me their lawyer said that they have completed the FOIA request and that is the only video I was going to receive. He returned the same video that could not be viewed.

December 7th, 2017
Clerk for Judge Mullen's office sent an email requesting a hearing per the DVD video that was not viewable.

A few days later the Jasper County Sheriff office provided a playable video.

Noted: Actual date I received the original video is estimated to be October 13th, 2017; the original FOIA letter is missing as it was with other documents that were stolen on November 1, 2017

Thank the Founding Fathers for providing citizens a system that allow Judges with integrity to keep law enforcement agencies accountable!

JASPER COUNTY SHERIFF OFFICE UNETHICAL BEHAVIOR

WAL-MART – VIDEO TIMELINE

September 20th, 2017: Wednesday
Peacock Security Vehicle followed me into the Wal-Mart parking lot.
Intimidation and Harassment.

September 21st, 2017: Thursday
I went to the Jasper County Sheriff office and spoke to the Deputy Chief Lt. Morris to review the incident to insure an experienced Deputy Sheriff would obtain the video from Wal-Mart and file the appropriate Criminal Charges.

Deputy Sheriff Lt. Smith met with me then obtained the Wal-Mart Video;

Deputy Sheriff Lt. Smith confirmed with Peacock Auto Mall it was their Security Person and Vehicle that followed me into the Wal-Mart Parking Lot.

September 22nd, 2017: Friday
After meeting with John Lyons and confirming it was their Peacock Security Vehicle (Employee) that intimidated and Harassed me I told Lt Sheriff Smith I wanted to press charges.

During a prior phone call he informed me Peacock Auto Mall confirmed it was their Security Person who was in the vehicle.

I received a Victim Notification Identification Form as it read the following
Incident Type: *Harassment/Assault and Battery with Intent to Intimidation*

Noted: For two weeks I asked the Jasper County Sheriff's Office for a copy or the video, unsuccessful. I stopped by the South Carolina State Troopers office and was directed by a State Trooper to use a FOIA form; I did and within a week I received DVD - Video. The Video could not be viewed. I took it to Best Buy and other professionals all confirming the video was not readable including on my Apple computer and their Microsoft computers they use for their work. **Why would the Jasper County Sheriff's office ignore my repeated attempts to get a copy of the video? The Sheriff's Office could have just informed me to use a FOIA Form but they chose not to disclose the procedure. DISCRACEFUL!**

September 29th, 2017: Thursday
First of many attempts to follow up on the arrest regarding the Harassment – Intimidation charges.

September 29th, 2017 – October 12th, 2017
Multiple trips to the Jasper County Sheriff's Office in an attempt to confirm the date of the arrest regarding the Wal-Mart incident.

October 12th, 2017: Thursday
I attempted to get information on the arrest multiple times at the Jasper County Sheriff's Office and finally was told by a Jasper County Sheriff (Lt.) outside their office there was nothing going to happen to Peacock Auto Mall because there was not a crime as you can follow anyone around as long as you want.

Early evening I saw Deputy Sheriff Smith getting gas and we spoke; he informed me that he was suspended for charging Peacock Auto Mall.

October 13th, 2017: Friday
Sheriff's Office to retrieve the Wal-Mart video.
I received the Wal-Mart video but it did not play, I took it to Best Buy and other related professional businesses and they attempted to play the video on my computer and their business computer both of which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

October 13th, 2017 - October 31st, 2017
I receive the Wal-Mart video but it did not play, I took it to Best Buy and they attempted to play the video on my computer and their business computers both of which would not play the video. They downloaded VLC as it appeared to be in this format but it still did not work.

October 31st, 2017: Tuesday
Freedom of Information Act, 2nd Request for Video as 1st did not play.
I sent letter and emailed Judge Carmen T Mullen's a copy. Enclosed Letter requested the Jasper County Sheriff Office to provide a viewable video as the first would not play; noting that base on a non-viewable video they had not met their FOIA requirements.

November 10th, 2017: Friday (Estimated Date)
I went to the Sheriff's office to receive a viewable DVD but was informed the Jasper County Lawyer told him they have met the FOI Requirements. Please see email from the attorney (assuming it is the same lawyer) as he changed his flawed thinking after receiving an email from Judge Carmen T. Mullen's office requesting a hearing on the issues as I had not received a viewable video. Lt. Morris returned the original video.

December 7th, 2018: Thursday
Email from Judge Carmen T. Mullen's office
Pursuant to 30-4-100, Judge Mullen would like to have a hearing on this matter tomorrow, Friday, Dec 8th at 11:30 in Jasper County. Please confirm your availability.

Thank you,

Crystal
Crystal H. Swinford, Esq.
Law Clerk to the Honorable Carmen T. Mullen
Fourteenth Judicial Circuit

A FEW DAYS LATER THE SHERIFF"S OFFICE PROVIDED ME A VIEWABLE – PLAYABLE VIDEO

SUMMARY

First two weeks they would not tell me the process for retrieving the video...

October 13th, 2017	Received Video and it would not work – play.
October 31st, 2017	Requested a second copy. (new and playable)
November 10th, 2017	Jasper County Sheriff Office said NO!
December 7th, 2017	The Honorable Judge Carmen T Mullen's Office requested a hearing on the Un-playable video.
Few days later....	Ole Jasper County Sheriff Office suddenly produces a playable video!

FOIA Timeline: 60 Days to complete and only with Judge Carmen T. Mullen's Intervention! Great Jasper County Sheriff Office Victim Assistance!

After the car breach, stolen keys and stolen signs the Jasper County Sheriff always commented, get it on camera; in my opinion an excuse for not doing anything against Peacock Auto-Mall – Hilton Head Hyundai. I finally gave them a video, they seemed surprised – charged them anyway – delayed the video receipt ending with dropping the related charges and doing nothing! DISCRACEFUL!

Other Documents
FOIA Letter
Judge Carmen T. Mullen's Email (exchange regarding hearing on playable video)

Regards

Greg Hackney

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April *24th*, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 7
Trespassing Notice
September 22nd, 2017, Wal-Mart Video
Incident Report/Update Filing

Jasper County Sheriff Records:

As per below, I met with John Lyons on Wednesday September 13th, 2017 (twice) and again on Friday September 15th, 2017; (Dodge, Ram, Jeep Dealership) all three visits there were no Trespass issues. The following Friday, September 22nd, 2017 I went to address my concern to John Lyons as he confirmed in the visits he would communicate to his employees again insuring no more Harassment and Intimidation.

The meeting was short, he informed me not to Trespass moving forward and confirmed it was through his direction the Peacock Security Vehicle followed me into the Wal-Mart parking lot.

Other Documents Tab 8
Jasper County Sheriff Summary
Pages 1-7

No Trespass Notice
"One Signature"

Jasper County Sheriff Summary
Narrative, Deputy Sheriff Smith Tab 6

Noted:
The Deputy Sheriff Summary confirms my intentions, good, honest and to get clarification prior filing charges.

wanted to talk with John Lyons before pursuing any charges
John Lyons and I spoke days prior (September 20th, 2017 – Wal-Mart Video) and was promised there would be no more Harassment from his employees including cussing, stealing of my signs, car keys theft,

breach of my vehicle and/including other Harassment. I wanted to insure it was not a rogue employee not understanding his direction to his employees.

able to meet with Lyons and that the meeting did not go well being trespassed from the entire Auto Mall.
The previous Wednesday - September 13th, 2017 and Friday – September 15th, 2017; I entered the Dodge, Ram, Jeep Dealership where I met directly with John Lyons; I intended to follow the same direction (okay to enter the Dealership) as the previous times we met and did not feel that there was a Trespass issue. As noted, no Trespass issues during or post meetings September 13th, 2017 and September 15th, 2017 respectively.

I entered his office and there were three Peacock Auto Mall Security Persons with him and informed of the Trespass. There was a different tone to our conversation from days prior. Noted, my conduct had not changes. Perhaps the Peacock Auto Mall security vehicle getting caught on a Wal-Mart camera harassing me changed the atmosphere and his tone to hostility!

Timeline: Meetings
Tuesday - September 12th, 2017:
I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers.

1. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

Wednesday - September 13th, 2017:
Meeting with John Lyons:
I was allowed on Dodge, Ram Jeep Dealership for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the issues we discussed on our meeting.

Thursday - September 14th, 2017:
No activity as I told John the previous day that I would give him this day to review the issues we discussed and would return Friday afternoon to resume our discussions.

Friday - September 15th, 2017:
I returned to the Dodge, Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of Hilton Head Hyundai.

Jasper County Sheriff's office
Summary

Page 2
Stated that Hackney is mostly off the property doing this
My activity informing the public of Hilton Head Hyundai's behavior is on South Carolina State HWY 278; I do not go on their premise!

Recently Lyons invited Hackney to meet at his office to discuss the situation with the intent of possible resolution.

Tuesday - September 12th, 2017:
I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

I was asked what could they do to resolve the issue, I requested a meeting with the owner. They agreed to get back to me and as such a few hours later they returned and said I could meet with John Lyons.

ANOTHER LIE!
They represented themselves as a neutral party, managers at one of the other Peacock Auto-Mall Dealerships; after the ZERO integrity interaction with the Hilton Head Hyundai employees I took the managers at their word and thought a good gesture. They were present in the meeting with John Lyons on September 13th, 2017. I later was informed they were actually managers at the Hilton Head Hyundai! SHAMEFUL!

One gentleman was the person who attempted to defuse the Hertz Rental Car Conversion of Property by informing me they own the Hertz Rental Car on their premise!

On September 25th, 2017 Lyons was advised that Hackney was on their property and wished to meet with him again. Lyons did meet with him and once again no resolution was reached.
The date of the trespass was September 22nd, 2017; there was no meeting on the September 25th, 2017 including any meeting to resolve any issues. The day of the trespass was September 22nd, 2017 and was to clarify the intent and of their Security Vehicle following me into the Wal-Mart Parking lot.

I'm going to Kill you! I'm going to hurt you!
Ridiculous, no comment!

October 4th, 2017 - Supplement
Noted: On October 4th, 2017 I was doing activity on median across from the Peacock Auto Mall and the same Deputy Sheriff who was driving the official Sheriff Vehicle on Labor Day stopped along with the same gentleman in the Black Truck. The Deputy Sheriff informed me that they had a video of me flagging down cars and stopping traffic; they began talking as the gentleman driving the black truck was inside his vehicle so I approached them and told them to call South Carolina State Trooper Kelley and when he arrives we can all watch the video. (Understanding there was not video of me stopping or blocking traffic) **I returned to my activity with my back to them; moments later they drove off without addressing anything about a video including speaking to me!**

Deputy Sheriff Smith completed the Trespass notice and I signed it; I had retrieve a copy with both signatures at the Jasper County Sheriff's Office, IE. John Lyons Signature. (He signed it after I) (Enclosed is my copy without his signature!)

Regards,

Greg Hackney

Jasper County Sheriff's Office

Summary

Print Date/Time: 11/30/2017 09:39
Login ID: bbrown
Case Number: 2017-00002176

ORI Number: Jasper County Sheriff's Office SC0270000

Case

Case Number: 2017-00002176
Location: 232 NICKEL PLATE RD
Hardeeville, SC 29927
Reporting Officer ID: 577561 - Smith

Incident Type: Disturbance
Occurred From: 09/22/2017 15:30
Occurred Thru: 09/22/2017 15:30
Disposition:
Disposition Date:
Reported Date: 09/22/2017 15:30 Friday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Complainant	1	hackney, greg	619 SYCAMORE ST DECATUR, GA		White	Male	04/20/1965 52
Suspect (S)	1	UNKNOWN	UNKNOWN UNKNOWN		Unknown	Unknown	

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.

Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State

Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

Narrative

nopsis:

On September 21, 2017 at approximately 1300 hours, I Deputy J. Smith, responded to 232 Nickel Plate Road (Wal-Mart) in reference to disturbance that occurred on September 20, 2017 at approximately 1955hours. This location is within the County Of Jasper.

Interview with complainant, Greg Hackney on September 21, 2017:

Hackney informed me that at approximately 1930 hours he had finished protesting in front of Peacock Auto Mall as he has done for the last month and returned to his vehicle that was parked at Wal-Mart. Hackney stated as he was walking up to his vehicle he observe a security vehicle from the Auto Mall following behind him near the garden entrance. Hackney informed me as he entered his vehicle he decided to sit in the vehicle for a few minutes and watch the security vehicle. Hackney stated after approximately 5 minutes the security vehicle drove past him along the isle he was parked in and then came down the isle across from him at which time the vehicle parked almost directly across from him. Hackney informed me he sat for a little longer before backing his vehicle from his parking space as he watched the security vehicle across from him. Hackney stated he then made his way down the isle and parked just past the security vehicle. Hackney informed me he exited his vehicle and walked up to the security vehicle where a subject in the drivers seat rolled down the window. Hackney stated he yelled at the driver to stop following and harassing him. Hackney informed me he then entered his vehicle and left the premises.

Hackney informed me he did not call until the next day due to thinking the encounter over and deciding he wanted to report it then. Hackney stated he was getting tired of being cussed at and the issues he's had with his vehicle being broken into since he began protesting. Hackney informed me he wanted something done but wanted to talk with John Lyons before pursuing any charges.

Officer's actions for September 21,2017:

After initially speaking with Hackney advised him I would need to have proof of the incident occurring before helping him out with the ineident. I advised Hackney that Wal-Mart has video cameras along the outside of the building and that I would need to view those. After speaking with Hackney I made my way inside and spoke with lost prevention regarding viewing video of the incident. I was able to view the video and observed the the security vehicle coming from the garden area where the vehicle made its way past Hackney's vehicle to the end of the isle. I then observed the security vehicle come down the isle across from where Hackney was parked and park in the third or forth parking space on the isle. After approximately three minutes I observed Hackney's vehicle come from the front of the isle and park just past the security vehicle. Hackney was then observed exiting his vehicle and approach the security vehicle and then walk away approximately three minutes later. Hackney returned to his vehicle and then left the parking lot before the security vehicle was observed leaving. With this information I obtained a video of the encounter to have in case Hackney wanted to file a report about the incident once he talked with Lyons.

I returned back to where Hackney was located and advised him of what I observed in the video. I advised him I would return to the Auto Mall and find out who I needed to talk to regarding the security officer following him to Wal-Mart. At that time Hackney stated he wanted to talk with Lyons regarding the incident before deciding what he was going to do.

After talking with Hackney I made my way to Hilton Head Hyundai dealer ship where I obtained a name of Michael Hernandez who was in charge of the security for the Auto Mall. I made contact Hernandez and advised him that his security officer following Hackney to Wal-Mart was overstepping what they were allowed to do on their property. I advised Hernandez that what his employee did was close to harassment and that they did not need to follow Hackney onto another businesses property. Hernandez responded to me by stating that the security officer was identifying if Hackney was still driving his vehicle. I advised Hernandez that once his security officer leaves their property he can no longer perform security for the company and that it could lead into unnecessary issues. Hernandez stated he understood and would tell his officers not to follow Hackney onto another's property.

Interview with Hackney September 22, 2017:

Narrative

nopsis:

On September 21, 2017 at approximately 1300 hours, I Deputy J. Smith, responded to 232 Nickel Plate Road (Wal-Mart) in reference to disturbance that occurred on September 20, 2017 at approximately 1955hours. This location is within the County Of Jasper.

Interview with complainant, Greg Hackney on September 21, 2017:

Hackney informed me that at approximately 1930 hours he had finished protesting in front of Peacock Auto Mall as he has done for the last month and returned to his vehicle that was parked at Wal-Mart. Hackney stated as he was walking up to his vehicle he observe a security vehicle from the Auto Mall following behind him near the garden entrance. Hackney informed me as he entered his vehicle he decided to sit in the vehicle for a few minutes and watch the security vehicle. Hackney stated after approximately 5 minutes the security vehicle drove past him along the isle he was parked in and then came down the isle across from him at which time the vehicle parked almost directly across from him. Hackney informed me he sat for a little longer before backing his vehicle from his parking space as he watched the security vehicle across from him. Hackney stated he then made his way down the isle and parked just past the security vehicle. Hackney informed me he exited his vehicle and walked up to the security vehicle where a subject in the drivers seat rolled down the window. Hackney stated he yelled at the driver to stop following and harassing him. Hackney informed me he then entered his vehicle and left the premises.

Hackney informed me he did not call until the next day due to thinking the encounter over and deciding he wanted to report it then. Hackney stated he was getting tired of being cussed at and the issues he's had with his vehicle being broken into since he began protesting. Hackney informed me he wanted something done but wanted to talk with John Lyons before pursuing any charges.

Officer's actions for September 21,2017:

After initially speaking with Hackney advised him I would need to have proof of the incident occurring before helping him out with the incident. I advised Hackney that Wal-Mart has video cameras along the outside of the building and that I would need to view those. After speaking with Hackney I made my way inside and spoke with lost prevention regarding viewing video of the incident. I was able to view the video and observed the the security vehicle coming from the garden area where the vehicle made its way past Hackney's vehicle to the end of the isle. I then observed the security vehicle come down the isle across from where Hackney was parked and park in the third or forth parking space on the isle. After approximately three minutes I observed Hackney's vehicle come from the front of the isle and park just past the security vehicle. Hackney was then observed exiting his vehicle and approach the security vehicle and then walk away approximately three minutes later. Hackney returned to his vehicle and then left the parking lot before the security vehicle was observed leaving. With this information I obtained a video of the encounter to have in case Hackney wanted to file a report about the incident once he talked with Lyons.

I returned back to where Hackney was located and advised him of what I observed in the video. I advised him I would return to the Auto Mall and find out who I needed to talk to regarding the security officer following him to Wal-Mart. At that time Hackney stated he wanted to talk with Lyons regarding the incident before deciding what he was going to do.

After talking with Hackney I made my way to Hilton Head Hyundai dealer ship where I obtained a name of Michael Hernandez who was in charge of the security for the Auto Mall. I made contact Hernandez and advised him that his security officer following Hackney to Wal-Mart was overstepping what they were allowed to do on their property. I advised Hernandez that what his employee did was close to harassment and that they did not need to follow Hackney onto another businesses property. Hernandez responded to me by stating that the security officer was identifying if Hackney was still driving his vehicle. I advised Hernandez that once his security officer leaves their property he can no longer perform security for the company and that it could lead into unnecessary issues. Hernandez stated he understood and would tell his officers not to follow Hackney onto another's property.

Interview with Hackney September 22, 2017:

Hackney informed me that he was finally able to meet with Lyons and that the meeting did not go well with him being trespassed in the entire Auto Mall. Hackney stated that due there not being a resolution to the incident the previous night he wanted follow through with charges.

Officer's actions September 22, 2017:

After speaking with Hackney again a case number was pulled to document the incident. I advised Hackney that further investigation would need to be done to identify the subject in the vehicle and to obtain a correct charge. I advised Hackney I would also talk with Lyons regarding the issue and advise him of Hackney's intent to file charges. A victim's form was issued to Hackney for the incident at which time I made my way to the Dodge dealer ship.

Once at the Dodge dealer ship I made contact with Lyons and advised him of what the possible end result might be with Hackney wanting to pursue charges. I advised Lyons that due to his security officer following Hackney to the Wal-Mart parking lot and doing no business that Hackney felt intimidated. I advised Lyons that further investigation into the incident would need to be done. I then cleared from the dealer ship.

Attachment:

1) Victim's Form
2) Video from Wal-Mart.

Library References
District and Prosecuting Attorneys ⇐10.
Municipal Corporations ⇐189(1).
Officers and Public Employees ⇐114.
States ⇐193.
Westlaw Topic Nos. 131, 268, 283, 360.
C.J.S. District and Prosecuting Attorneys §§ 56 to 61.
C.J.S. Municipal Corporations §§ 620 to 622, 640 to 644, 646, 657, 660.
C.J.S. Officers and Public Employees §§ 350 to 352, 355 to 362.
C.J.S. States §§ 559 to 560.

§ 16-3-1680. Authority to promulgate rules and regulations.

The Crime Victims' Ombudsman Office through the Department of Administration may promulgate those regulations necessary to assist it in performing its required duties as provided by this chapter.

HISTORY: 2008 Act No. 271, § 5, eff January 1, 2009; 2014 Act No. 121 (S.22), Pt V, § 7.AA, eff July 1, 2015.

ARTICLE 17

HARASSMENT AND STALKING

SEC.
16-3-1700. Definitions.
16-3-1705. Electronic mail service provider; immunity; definition.
16-3-1710. Penalties for conviction of harassment in the second degree.
16-3-1720. Penalties for conviction of harassment in the first degree.
16-3-1730. Penalties for conviction of stalking.
16-3-1735. Law enforcement officer empowered to sign warrant in place of victim.
16-3-1740. Mental health evaluations of persons convicted of stalking or harassment; notice to victim in person of unsupervised release.
16-3-1750. Action seeking a restraining order against a person engaged in harassment or stalking; jurisdiction and venue; forms; enforceability.
16-3-1760. When temporary restraining orders may be granted without notice; notice and hearing on motion seeking restraining order.
16-3-1770. Form and content of temporary restraining order.
16-3-1780. Expiration of temporary restraining orders and restraining orders; extensions and modifications.
16-3-1790. Service of certified copies of restraining orders.
16-3-1800. Arrest upon violation of restraining order.
16-3-1810. Law enforcement officer's responsibilities when responding to a harassment or stalking incident.
16-3-1820. Immunity from liability for filing a report or complaint or participating in a judicial proceeding concerning alleged harassment or stalking; rebuttable presumption of good faith.
16-3-1830. Availability of other civil and criminal remedies.
16-3-1840. Mental health evaluation prior to setting bail; purpose; report.

§ 16-3-1700. Definitions.

As used in this article:

(A) "Harassment in the first degree" means a pattern of intentional, substantial, and unreasonable intrusion into the private life of a targeted person that serves no

legitimate purpose and
his position to suffer me
may include, but is not l
(1) following the ta
(2) visual or physi
person has been pro
after the victim has
(3) surveillance o
person's:
(a) residence;
(b) place of wo
(c) school; or
(d) another pl
and
(4) vandalism an
(B) "Harassment i
tial, and unreasonab
serves no legitimate
person in his positio
second degree may
contact that is initiat
(C) "Stalking" m
or a pattern of conc
and does cause a t
targeted person's p
(1) death of th
(2) assault up
(3) bodily inj
(4) criminal s
(5) kidnappir
(6) damage t
(D) "Pattern" n
short, evidencing
(E) "Family" n
resides in the san
(F) "Electronic
sounds, data, int
part by any dev
radio, computer,
(G) This secti
tion of this Sta
-server performi

legitimate purpose and causes the person and would cause a reasonable person in his position to suffer mental or emotional distress. Harassment in the first degree may include, but is not limited to:

(1) following the targeted person as he moves from location to location;

(2) visual or physical contact that is initiated, maintained, or repeated after a person has been provided oral or written notice that the contact is unwanted or after the victim has filed an incident report with a law enforcement agency;

(3) surveillance of or the maintenance of a presence near the targeted person's:

(a) residence;

(b) place of work;

(c) school; or

(d) another place regularly occupied or visited by the targeted person; and

(4) vandalism and property damage.

(B) "Harassment in the second degree" means a pattern of intentional, substantial, and unreasonable intrusion into the private life of a targeted person that serves no legitimate purpose and causes the person and would cause a reasonable person in his position to suffer mental or emotional distress. Harassment in the second degree may include, but is not limited to, verbal, written, or electronic contact that is initiated, maintained, or repeated.

(C) "Stalking" means a pattern of words, whether verbal, written, or electronic, or a pattern of conduct that serves no legitimate purpose and is intended to cause and does cause a targeted person and would cause a reasonable person in the targeted person's position to fear:

(1) death of the person or a member of his family;

(2) assault upon the person or a member of his family;

(3) bodily injury to the person or a member of his family;

(4) criminal sexual contact on the person or a member of his family;

(5) kidnapping of the person or a member of his family; or

(6) damage to the property of the person or a member of his family.

(D) "Pattern" means two or more acts occurring over a period of time, however short, evidencing a continuity of purpose.

(E) "Family" means a spouse, child, parent, sibling, or a person who regularly resides in the same household as the targeted person.

(F) "Electronic contact" means any transfer of signs, signals, writings, images, sounds, data, intelligence, or information of any nature transmitted in whole or in part by any device, system, or mechanism including, but not limited to, a wire, radio, computer, electromagnetic, photoelectric, or photo-optical system.

(G) This section does not apply to words or conduct protected by the Constitution of this State or the United States, a law enforcement officer or a process server performing official duties, or a licensed private investigator performing

2017-CP-27-386

FILED

2017 OCT 31 PM 5:13

CLERK OF COURT
JASPER COUNTY

Greg Hackney
619 Sycamore Street
Decatur, Ga. 30030

October 30, 2017

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, SC. 29936

Sheriff Office, Records:

Per the South Carolina Freedom of Information Act 30-4-10, I requested copy of the Wal-Mart video on September 20th, 2017 that confirmed Peacock Auto Mall Security Vehicle and personnel following me from their property to the Wal-Mart parking lot including stopping near where I was parked. I received a DVD (Video) copy that cannot be played, reviewed or copied on October 20th, 2017.

The video is to be entered into Jasper County Court Records per County Clerk in response to a summons including an injunction hearing. I informed Judge Mullins a copy would be forwarded to her when I receive a playable DVD (Video) from Jasper County Sheriff Office.

Key Points of Reference per Video:
The vehicle followed me to Wal-Mart and then proceeded to go back and forth near me before parking in sight of myself and my vehicle. (estimated 6 plus minutes) Upon leaving I approached the vehicle, confirmed it was Peacock Security Personnel driving the White Explorer and addressed their repeated harassment and surveillance off their premise. The video confirms their actions as upon leaving the Wal-Mart parking lot Peacock Security Vehicle left without entering the Wal-Mart confirming their unwarranted offensive behavior.

Deputy Chief Morris and I confirmed the DVD would play on his Microsoft Computer with Microsoft Media Player; regardless, my attempts to play the video include two Best Buy, one Staples and one UPS Store all whom have Microsoft Computers with medial player; all 4 attempts to play, review and copy the DVD Video were unsuccessful; the computer techs names and numbers at Best Buy, Staples and manager at the UPS Store can be provided upon request. The 4 attempts do not include my MacBook Pro that will not play the DVD video.

The Computer Tech at Staples confirmed the DVD video is coded with Visual Intelligence Software for evidence review and their computers do not have the software allowing him to play, review or copy the DVD. We attempted to load the software to my computer from MarchNetworks.com as they provide the Visual Intelligence Software; the download attempt was unsuccessful. Staples in store Computer Policy would not allow him to download the software to their computer; I confirmed the same for Best Buy.

Below is the process to open and play the current video per the Wall-Mart IP personnel that copied the original video.

Process:

1. Open to 17-2176
2. Open to Evidence Files
3. Open to case 114

Upon opening to case 114 a drop down box appears and notes: Format Unavailable etc. (exact wording differed per computer attempt)

I appreciate the Sheriff's Office responding promptly to my FOIA request but the DVD Video cannot be played, reviewed and/or copied; also, local technical support providers efforts to play, review and copy the DVD video were not successful including software download restrictions as such I feel the FOIA request has not been met.

If applicable, I was informed there are coding options that will re-code to a computer friendly Microsoft or Macintosh computer including a 2nd option; many computers can record the video to a friendly coded DVD. I am not sure of the FOIA laws or restriction that may prevent re-recording a video as such option may not be applicable.

I am open to any other ideas or options but request a DVD that is not coded with Visual Intelligence Software used for evidence review; my efforts to play, review and copy the video the past two weeks have been unsuccessful and as noted above include local and qualified techs that assisted me on my efforts.

Regards,

Greg Hackney

CC.
South Carolina Troopers Office
Attn. Trooper Klemmons (sp)
407 Live Oak Road
Ridgeland, SC. 29936

CC.
Jasper County Clerks Office
Attn. Margaret Bostick
265 Russell Street
Ridgeland, SC. 29936

CC.
Judge Mullins
102 Industrial Village Road
Beaufort, SC. 29906

CC.
Bradford Neal Martin and Associates
Attn. Brad Martin
201 West McBee Avenue, Suite 302
Greenville, SC. 29603

RE: FOIA, 2nd Request and Injunction hearing Responses

December 07, 2017 at 9:44 AM

From "Mullen, Carmen T. Law Clerk (Crystal Swinford)" to 5 recipients

Pursuant to 30-4-100, Judge Mullen would like to have a hearing on this matter tomorrow, Friday, Dec 8th at 11:30 in Jasper County. Please confirm your availability.

Thank you,

Crystal

Crystal H. Swinford, Esq.
Law Clerk to the Honorable Carmen T. Mullen
Fourteenth Judicial Circuit

From: Greg Hackney [mailto:floridaexperiment@icloud.com]
Sent: Monday, October 30, 2017 2:04 PM
To: Mullen, Carmen T. Law Clerk (Crystal Swinford) <CMullenLC@sccourts.org>; Taylor Moore <tmoore@bnmlaw.com>
Subject: FOIA, 2nd Request and Injunction hearing Responses

Attached is a letter delivered to the Jasper County Sheriff's Office, Judge Mullen's Office (Beaufort County Clerk), Jasper County Clerks Office and the South Carolina
State Troopers Office. (Letter mailed to Bradford Martin and Associates) The letter references my attempt to receive a readable and viewable DVD Video that can be copied.
I requested the DVD/Video as per Freedom of Information Act request I submitted to the Jasper Count Sheriff department.

The viewable DVD will be forwarded to Judge Mullen's office including a copy to the Jasper County Clerk's Office and Bradford Martin & Associates; I will include my
response to the questions asked on August 24th, 2017 by Bradford Martin to John Lyon's including and referencing his response.
There were numerous questions and responses from John Lyons I could not address to the court because the time constraints as per the ongoing murder trial.

Noted: The Injunction hearing was during a lunch break as per mentioned Murder Trial above.

Regards,

Greg Hackney
678-855-2975

CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

[illegible] Request and Injunction Hearing Responses

Dec 7, 2017 at 9:54 AM

From "Mullen, Carmen T. Law Clerk (Crystal Swinford)" to 5 recipients More

Pursuant to 30-4-100, Judge Mullen would like to have a hearing on this matter tomorrow, Friday, Dec 8th at 11:30 in Jasper County. Please confirm your availability.

Thank you,

Crystal

Crystal H. Swinford, Esq.
Law Clerk to the Honorable Carmen T. Mullen
Fourteenth Judicial Circuit

544 130

From: Greg Hackney [mailto:floridaexperiment@icloud.com]
ent: Monday, October 30, 2017 2:04 PM
o: Mullen, Carmen T. Law Clerk (Crystal Swinford) <CMullenLC@sccourts.org>; Taylor Moore <tmoore@bnmlaw.com>
ubject: FOIA, 2nd Request and Injunction hearing Responses

Attached is a letter delivered to the Jasper County Sheriff's Office, Judge Mullen's Office (Beaufort County Clerk), Jasper County Clerks Office and the South Carolina State Troopers Office. (Letter mailed to Bradford Martin and Associates). The letter references my attempt to receive a readable and viewable DVD Video that can be copied. I requested the DVD/Video as per Freedom of Information Act request I submitted to the Jasper Count Sheriff department.

The viewable DVD will be forwarded to Judge Mullen's office including a copy to the Jasper County Clerk's Office and Bradford Martin & Associates; I will include my response to the questions asked on August 24th, 2017 by Bradford Martin to John Lyon's including and referencing his response.
There were numerous questions and responses from John Lyons I could not address to the court because the time constraints as per the ongoing murder trial.

Noted: The injunction hearing was during a lunch break as per mentioned Murder Trial above.

Regards,

Greg Hackney
678-855-2975

December 2017 at 1:56 PM

Hide

From Dav. Tedder >

To "Mullen, Carmen T. Law Clerk (Crystal Swinford)" > Greg Hackney > Sheriffs Office >

Cc Margaret Bostick > Taylor Moore > "Earl Bostick Jr." >

FOIA 2nd Request.docx 183.6 KB, FOIA 17-04...d response.pdf 1.23 MB

Dear Ms. Swinford and Judge Mullen:

I received the message below this morning; this is the first notice to my office that a hearing was being requested or scheduled, or that there were continued issues with the FOIA request of Mr. Hackney. My office responded to the earlier FOIA request of Mr. Hackney for a CD a 911 call on August 26, 2017 with the assistance of the Sheriff's Department by email dated October 9, 2017, and documents were produced by the Sheriff's Department directly to Mr. Hackney on October 12th. I was unaware of any further FOIA request, and was of the impression the County had fully complied.

Neither Jasper County nor the Sheriff's Department are parties to the underlying lawsuit between Mr. Martin's client and Mr. Hackney. Nevertheless, as a public body, Jasper County is committed to being responsive to any request form the Court for information or my appearance. I have this morning obtained a copy of the letter dated October 30th from Mr. Hackney to the Sheriff's Office, which is the first notice to my office that there was an alleged FOIA issue with the DVD obtained by the Sheriff's Department and provided to Mr. Hackney.

Prior to this email today, I have attempted to speak with the Chief Deputy who has been assisting Mr. Hackney this morning to determine if there is a readily available solution. I have been unable as of this time to speak with him. I did speak with our County IT Department to determine if they could assist the Sheriff's Department with the conversion from the current format to a Windows Media Player format, and I have been informed IT could assist with that and likely could produce a copy early next week. The IT personnel to assist are unavailable today or tomorrow to attempt the conversion.

I say all of this to all concerned to preface my request to Judge Mullen to be able to call in to this hearing; I have a long standing commitment to attend the South Carolina County Attorneys CLE meeting in Columbia tomorrow, and was scheduled to leave this afternoon to avoid some of the sketchy weather. Please advise if I can attend by conference call; I am advised by Clerk of Court Margaret Bostick there is a capability to do so. In the hopes that I might be granted that privilege, I have attached the original FOIA Request, the response of Jasper County on October 9th, and the letter I received from Attorney Brad Martin's office setting forth the issues Mr. Hackney appears to be having with the Sheriff's attempts to provide a copy of the DVD.

David L. Tedder, Esq., AICP
Jasper County Attorney
POB 420
Ridgeland, SC 29936
(843) 717-3688
(843) 726-3240 (fax)
dtedder@jaspercountysc.gov

From David Tedder to 8 recipients

More

I have been advised that the DVD has been converted by the IT Department. Out of an abundance of caution, I am having Chief Deputy Morris take it home this evening to a non-governmental PC and confirm it will play, as well as playing it in his daughter's Apple Mac. The DVD will be available for pick-up at the Sheriff's Department tomorrow after 9 am, at the information window.

David L. Tedder, Esq., AICP
Jasper County Attorney
POB 420
Ridgeland, SC 29936
(843) 717-3688
(843) 726-3240 (fax)
dtedder@jaspercountysc.gov

An Equal Opportunity Employer.

CONFIDENTIALITY NOTICE: This electronic e-mail transmission is protected by the Electronic Communications Privacy Act, 18 USC §§ 2510-2521. This transmission and any attachments accompanying it has been ---t by a lawyer or his/her employee. It may contain information from the Office of the Jasper County Attorney that is confidential, privileged, proprietary, a work product, trial preparation materials, or otherwise ileged and legally exempt from disclosure. If you are not the intended recipient, you are notified that any reading, printing, copying, interception of, or retention or disclosure of this message or any part of it ny attachments is not authorized, and in some instances, may be unlawful. If you have received this message in error, please delete the message and any attachments from your computer or e-mail system iout reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach and apply to this communication. Thank you for your cooperation.

546 132

From: Greg Hackney [mailto:floridaexperiment@icloud.com]
Sent: Monday, December 11, 2017 9:35 AM
To: Mullen, Carmen T. Law Clerk (Crystal Swinford) <CMullenLC@sccourts.org>
Cc: David Tedder <dtedder@jaspercountysc.gov>; Taylor Moore <tmoore@bnmlaw.com>; Sheriffs Office <jcsheriff@jaspercountysc.gov>; Margaret Bostick <mbostick@jaspercountysc.gov>; Brad Martin <bmartin@bnmlaw.com>; Gwen Martin <gmartin@bnmlaw.com>; Laura Teer <lteer@bnmlaw.com>
Subject: Re: FOIA, 2nd Request and Injunction hearing Responses

I apologize for not being able to respond to the email request for a hearing on Friday December 8th, 2017;
I did not access my email Thursday or Friday. Please feel free to call my cell phone anytime, 678-855-2975.

Deputy Chief Morris returned the same DVD and informed me per their lawyer they had fulfilled their responsibility per my FOIA 1st and 2nd request. To date, I cannot play the DVD and my thoughts remain the same per my 2nd FOIA request document filed to the court.

IT assistance would be appreciated as noted in the email below; feel free to contact me on my cell phone, 678-855 -2975.

e: FOIA, 2nd Request and Injunction hearing Responses

ecember 13, 2017 at 9:01 AM

· 8 recipients

Mo

ank you.

/ schedule will allow for me to pick up the video on Thursday, December 13th, 20017.

gards,

eg Hackney

1 Dec 12, 2017, at 03:43 PM, David Tedder <dtedder@jaspercountysc.gov> wrote:

I have been advised that the DVD has been converted by the IT Department. Out of an abundance of caution, I am having Chief Deputy Morris take it home this evening to a non-mental PC and confirm it will play, as well as playing it in his daughter's Apple Mac. The DVD will be available for pick-up at the Sheriff's Department tomorrow after 9 am, information window.

547 133

David L. Tedder, Esq., AICP
Jasper County Attorney
POB 420
Ridgeland, SC 29936
(843) 717-3688
(843) 726-3240 (fax)
dtedder@jaspercountysc.gov

An Equal Opportunity Employer.

CONFIDENTIALITY NOTICE: This electronic e-mail transmission is protected by the Electronic Communications Privacy Act, 18 USC §§ 2510-2521. This transmission and any attachments accompanying it has been sent by a lawyer or his/her employee. It may contain information from the Office of the Jasper County Attorney that is confidential, privileged, proprietary, a work product, trial preparation materials, or otherwise privileged and legally exempt from disclosure. If you are not the intended recipient, you are notified that any reading, printing, copying, interception of, or retention or disclosure of this message or any part of it or any attachments is not authorized, and in some instances, may be unlawful. If you have received this message in error, please delete the message and any attachments from your computer or e-mail system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach and apply to this communication. Thank you for your cooperation.

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April *24th*, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 7
Trespassing Notice
September 22nd, 2017, Wal-Mart Video
Incident Report/Update Filing

Jasper County Sheriff Records:

As per below, I met with John Lyons on Wednesday September 13th, 2017 (twice) and again on Friday September 15th, 2017; (Dodge, Ram, Jeep Dealership) all three visits there were no Trespass issues. The following Friday, September 22nd, 2017 I went to address my concern to John Lyons as he confirmed in the visits he would communicate to his employees again insuring no more Harassment and Intimidation.

The meeting was short, he informed me not to Trespass moving forward and confirmed it was through his direction the Peacock Security Vehicle followed me into the Wal-Mart parking lot.

Other Documents Tab 8
Jasper County Sheriff Summary
Pages 1-7

No Trespass Notice
"One Signature"

Jasper County Sheriff Summary
Narrative, Deputy Sheriff Smith Tab 6

Noted:
The Deputy Sheriff Summary confirms my intentions, good, honest and to get clarification prior filing charges.

wanted to talk with John Lyons before pursuing any charges
John Lyons and I spoke days prior (September 20th, 2017 – Wal-Mart Video) and was promised there would be no more Harassment from his employees including cussing, stealing of my signs, car keys theft,

breach of my vehicle and/including other Harassment. I wanted to insure it was not a rogue employee not understanding his direction to his employees.

able to meet with Lyons and that the meeting did not go well being trespassed from the entire Auto Mall.
The previous Wednesday - September 13th, 2017 and Friday – September 15th, 2017; I entered the Dodge, Ram, Jeep Dealership where I met directly with John Lyons; I intended to follow the same direction (okay to enter the Dealership) as the previous times we met and did not feel that there was a Trespass issue. As noted, no Trespass issues during or post meetings September 13th, 2017 and September 15th, 2017 respectively.

I entered his office and there were three Peacock Auto Mall Security Persons with him and informed of the Trespass. There was a different tone to our conversation from days prior. Noted, my conduct had not changes. Perhaps the Peacock Auto Mall security vehicle getting caught on a Wal-Mart camera harassing me changed the atmosphere and his tone to hostility!

Timeline: Meetings
Tuesday - September 12th, 2017:
I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers.

1. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

Wednesday - September 13th, 2017:
Meeting with John Lyons:
I was allowed on Dodge, Ram Jeep Dealership for the 11:00 AM meeting and returned to their property after the meeting to inform John that I would not walk in front of their Business while he researched the issues we discussed on our meeting.

Thursday - September 14th, 2017:
No activity as I told John the previous day that I would give him this day to review the issues we discussed and would return Friday afternoon to resume our discussions.

Friday - September 15th, 2017:
I returned to the Dodge, Ram, Jeep Dealership and briefly spoke to John regarding the issues and then returned my activity in front of Hilton Head Hyundai.

Jasper County Sheriff's office
Summary

Page 2
Stated that Hackney is mostly off the property doing this
My activity informing the public of Hilton Head Hyundai's behavior is on South Carolina State HWY 278; I do not go on their premise!

Recently Lyons invited Hackney to meet at his office to discuss the situation with the intent of possible resolution.

Tuesday - September 12th, 2017:
I was walking in front of Peacock Auto Mall and approached by two Peacock Auto Mall Managers. I set meeting with John Lyons was set the following day at 11:00 AM at the Dodge, Ram, Jeep Dealership.

I was asked what could they do to resolve the issue, I requested a meeting with the owner. They agreed to get back to me and as such a few hours later they returned and said I could meet with John Lyons.

ANOTHER LIE!
They represented themselves as a neutral party, managers at one of the other Peacock Auto-Mall Dealerships; after the ZERO integrity interaction with the Hilton Head Hyundai employees I took the managers at their word and thought a good gesture. They were present in the meeting with John Lyons on September 13th, 2017. I later was informed they were actually managers at the Hilton Head Hyundai! SHAMEFUL!

One gentleman was the person who attempted to defuse the Hertz Rental Car Conversion of Property by informing me they own the Hertz Rental Car on their premise!

On September 25th, 2017 Lyons was advised that Hackney was on their property and wished to meet with him again. Lyons did meet with him and once again no resolution was reached.
The date of the trespass was September 22nd, 2017; there was no meeting on the September 25th, 2017 including any meeting to resolve any issues. The day of the trespass was September 22nd, 2017 and was to clarify the intent and of their Security Vehicle following me into the Wal-Mart Parking lot.

I'm going to Kill you! I'm going to hurt you!
Ridiculous, no comment!

October 4th, 2017 - Supplement
Noted: On October 4th, 2017 I was doing activity on median across from the Peacock Auto Mall and the same Deputy Sheriff who was driving the official Sheriff Vehicle on Labor Day stopped along with the same gentleman in the Black Truck. The Deputy Sheriff informed me that they had a video of me flagging down cars and stopping traffic; they began talking as the gentleman driving the black truck was inside his vehicle so I approached them and told them to call South Carolina State Trooper Kelley and when he arrives we can all watch the video. (Understanding there was not video of me stopping or blocking traffic) **I returned to my activity with my back to them; moments later they drove off without addressing anything about a video including speaking to me!**

Deputy Sheriff Smith completed the Trespass notice and I signed it; I had retrieve a copy with both signatures at the Jasper County Sheriff's Office, IE. John Lyons Signature. (He signed it after I)
(Enclosed is my copy without his signature!)

Regards,

Greg Hackney

Jasper County Sheriff's Office

Summary

Print Date/Time: 11/30/2017 09:23
Login ID: bbrown
Case Number: 2017-00002175

ORI Number: Jasper County Sheriff's Office SC0270000

Case

Case Number: 2017-00002175
Location: AUTO MALL BLVD / INDEPENDENCE BLVD Hardeeville, SC 29927
Reporting Officer ID: 579285 - Melnick

Incident Type: Disturbance
Occurred From: 09/22/2017 14:09
Occurred Thru: 09/22/2017 14:09
Disposition:
Disposition Date:
Reported Date: 09/22/2017 14:09 Friday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Complainant	1	Lynos, John	265 AUTO MALL BLVD Hardeeville, SC 29927		White	Male	01/19/1968 49
Other	1	hackney, greg	619 SYCAMORE ST DECATUR, GA		White	Male	04/20/1965 52
Witness	1	Unphries, Arley	265 AUTO MALL BLVD Hardeeville, SC 29927		White	Male	02/25/1990 27
Witness	2	HERNANDEZ, MICHAEL ADAM	265 AUTO MALL BLVD Hardeeville, SC 29927		White	Male	07/10/1978 39

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.

Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State

Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

Supplement

On September 22, 2017 I issued Greg Hackney a trespass notice for the entire Peacock Auto Mall property. All copies were issued.

Deputy's Narrative

Disturbance

Synopsis:

On September 25, 2017 at approximately 1409 hrs. Sgt. Melnick responded to 265 Auto Mall Blvd. (Peacock Auto Mall) in Jasper County, South Carolina and met with John Lyons.

Interview with John Lyons:

Lyons stated that he is the President of the Peacock Auto Mall. Greg Hackney was a customer from the Hyundai dealership who has an issue with the service from that store. Hackney has been protesting in front of the Auto Mall for approximately one month. He stated that Hackney is mostly off the property while doing this. Recently Lyons invited Hackney to a meeting at his office to discuss the situation with the intent of a possible resolution. This meeting was unsuccessful and Hackney left the premises and continued protesting off the property in front of the Auto Mall.

On September 25, 2017 Lyons was advised that Hackney was on the property and wished to meet with him again. Lyons did meet with him and once again no resolution was reached. When Hackney was leaving he stated to him " I'm going to kill you". He asked Hackney if that was a threat and Hackney replied " I'm going hurt you". Hackney then entered his vehicle and departed the property. Lyons requested a report be filed and Hackney be placed on Trespass Notice from the property.

Interview with Michael Hernandez:

Hernandez stated that he is the Director of security at the Auto Mall. He stated that he observed and heard Hackney say to Lyons " I'm going to kill you". He heard Lyons ask if he was threatening him and then he heard Hackney state " I'm going to hurt you". He observed Hackney get into his vehicle and drive off the property.

Interview with Arley Umphries:

Umphries stated that he is employed with the Auto Mall as security. He observed and heard Hackney say to Lyons " I'm going to kill you". He heard Lyons ask Hackney if that was a threat. He heard Hackney state " I'm going to hurt you". He then observed Hackney leave the property in his vehicle.

Officer action/Observation:

Upon arrival this officer met with Lyons, Hernandez and Umphries. Lyons made the listed statement. Hernandez and Umphries made the listed statements and provided written statements. Hackney was not on the property at this time. I provided Lyons with a Victim's form and a case number. He was advised that if anyone at the Auto Mall observed Hackney in the area to contact the Jasper County Sheriff's Office for a Trespass Notice to be completed and served on Hackney. Lyons was advised of the Trespass Notice procedures.

After clearing the call and leaving the Auto Mall property, I heard Deputy Smith advise over the communications radio that he was with Hackney. Deputy Smith was advised to complete a Trespass Notice on Hackney and provide this information and a copy to Lyons at the Auto Mall. Deputy Smith placed Hackney on trespass notice and completed a supplement to this report. Nothing further to report at this time. Resumed duties.

Attachments:
Copy of Victim's form
Written statements from Hernandez and Umphries

Written statement

VOLUNTARY STATEMENT
(NOT UNDER ARREST)

PAGE NO. 1 OF 1 PAGES

I, Michael Hernandez, am not under arrest for, nor am I being detained for any criminal offenses concerning the events I am about to make known to SGT. MCCUE. Without being accused of or questioned about any criminal offenses regarding the facts I am about to state, I volunteer the following information of my own free will, for whatever purposes it may serve.

Ph. 843 304 4418

I am 38 years of age, D.O.B. 7.10.78 and I live at 14 SHERWOOD LN BFT SC 29907.

On 9.22.17 at approx 1925 hrs while walking out of the Chrysler dealership overheard a white male (protestor) say to John Lyons "I'm going to kill you." Upon hearing this John (you) asked him if he was threatening him. To which the white male (protestor) stated "I'm going to hurt you." He then got into his vehicle and drive off the property.

I have read each page of this statement consisting of 1 page(s), each page of which bears my signature, and corrections, if any bear my initials, and I certify that the facts contained herein are true and correct.

Dated at 243 Auto Mall Blvd, this 22 day of September.

WITNESS: SGT. McCue

WITNESS:

Signature of person giving voluntary statement

VSNUA1014

JASPER COUNTY SHERIFF'S

P.O. Box 788, Ridgeland, South Carolina 29936

TELEPHONE (843) 717-3700 FACSIMILE (843) 717-3715

V-2115

TRESPASS NOTICE FORM

Date of Incident: 9/22/17 Time of Incident: 3:20 ☒ AM ☐ PM

Incident Location: Pecan Apartment Independence Blvd

Person Receiving Trespass Notice: Greg Hackney

Address: 1004 Big Canoe Dr Ridgeland SC 29936 Tel: # 678-755-2975

Sex	Date of Birth	Race	Height	Weight	Eye Color	Hair
M	4/25/65	W	5'9	175	BLU	BLN

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

John Lyon
Print Name of Person Requesting Trespass Notice

Signature of Person Requesting Trespass Notice

TO: Greg Hackney
Person Receiving Trespass Notice

This Trespass Notice indicates you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

Pecan Apartment Independence Blvd Hardeeville SC 29927

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.* Violators may be subject to imprisonment up to thirty (30) days or fined up to one hundred dollars, or both.

Dates Trespass Prohibited 9/22/17 to 9/22/18 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☒ In Person ☐ Via Certified Mail

Greg Hackney
Print Name of Person Receiving Trespass Notice

Signature of Person Receiving Trespass Notice

Deputy J. Smith
Print Name of Officer Serving Trespass Notice

Signature of Officer Serving Trespass Notice

* Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivision shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of another.

WHITE– Sheriff YELLOW – Dispatch PINK – Property Owner GOLDENROD – Suspect

Victim's Form

JASPER COUNTY

Victim Notification Information Form

CONFIDENTIAL INFORMATION

Receiving Correctional Officer: _____

VICTIM INFORMATION (South Carolina Statute 16-3-1515) **CASE #** 17-2175

Name of Victim: PEARL AUTO MALL **Victim is:** ☐ deceased, ☐ minor or ☐ Mentally Ill

Physical Address: 265 AUTO MALL BLVD. HARDEEVILLE SC 29927

Telephone #: (H) 843-208-1511 **(B)** _____ **Emergency #:** _____

Relative or Contact Person: JOHN LYONS

Physical Address: SAME **Telephone #:** 843-505-0195

SUSPECT'S NAME: GREG HACKNEY **DATE OF INCIDENT:** 9-22-17

INCIDENT TYPE: DISTURBANCE

In order for law Enforcement to make a reasonable attempt to contact you of the arrest and of the appropriate court proceedings or procedure; it is your responsibility to notify the appropriate agency of any change in your address or phone number.

BOND HEARING: Time: _____
Date: _____
☐ Magistrate Court
☐ Municipal Court

TYPE OF COURT & SCHEDULE: Time: _____
Date: _____
☐ Magistrate Court
☐ Municipal Court
☐ General Sessions

I do ☒ do not ☐ wish to be present for bond hearing.

I do ☒ do not ☐ wish to be contacted when the defendant is release from jail.

The following efforts were made to contact the victim:

Phone Number Called	Date/Time	Reason	Name Of Caller	Person Notified	Not Notified

BOND RECOMMENDATION

_____

_____

_____

As a victim of a crime, I have received a copy of the Victim Notification Information Form provided to me and I agree the victim information is correct.

_____ 9-22-17
Victim's Signature Date

_____ 9-22-17
Officer's Signature Date

White Copy - Attach to Report Yellow Copy - Court Pink Copy - Detention Center Goldenrod - Victim

Supplement/Melnick

Synopsis:

On October 4, 2017 Sgt. Melnick spoke with Mike Hernandez via telephone in reference to Gene Hackney at the Peacock Auto Mall.

Officer action/Observation:

I spoke with Hernandez who advised that the Peacock Auto Mall received a call from a customer that the gentleman outside protesting (Gene Hackney) was flagging people down and stopping them. He was telling them not to do business there. Hernandez was advised by his supervisor to contact the Jasper County Sheriff's Office to report the updated information. Hernandez was advised that a supplement would be completed. Nothing further to report at this time. Resumed duties.

17-217C

JASPER COUNTY SHERIFF'S

P.O. Box 986, Ridgeland, South Carolina 29936
TELEPHONE: 843-726-7777 FACSIMILE: 843-726-7778

TRESPASS NOTICE FORM

Date of Incident: 9/22/17 Time of Incident: 300 ☐ AM ☒ PM

Incident Location: Peacock Automall Independence Blvd

Person Receiving Trespass Notice: Greg Hackney

Address: 14711 Big Canoe Big Canoe GA 30143 Tel: # 678-855-5975

Sex	Date of Birth	Race	Height	Weight	Eye Color	Hair
M	4/30/65	W	5'9	175	BLU	BLN

The undersigned having the legal right of possession of the dwelling house, place of business or premises described below requests the Jasper County Sheriff's Office to give notice of trespass to the person named above.

John Lyon
Print Name of Person Requesting Trespass Notice

Signature of Person Requesting Trespass Notice

TO: Greg Hackney
Person Receiving Trespass Notice

This Trespass Notice informs you that you are prohibited from trespassing, entering or occupying the dwelling house, place of business or premises located at:

Peacock Automall Independence Blvd Hardeeville SC 29927

This Trespass Notice constitutes a written demand to depart from the dwelling house, place of business or premises immediately. Any violation of this demand may be considered a criminal trespass and a violation of Code of Laws of South Carolina Section 16-11-620.* Violators may be subject to imprisonment up to thirty (30) days or fined up to two hundred dollars, or both.

Dates Trespass Prohibited 9/22/17 to 9/22/18 (Not to Exceed 1 Year)

Trespass Notice Method of Delivery: ☒ In Person ☐ Via Certified Mail

Print Name of Person Receiving Trespass Notice

Signature of Person Receiving Trespass Notice

Print Name of Officer Serving Trespass Notice

Signature of Officer Serving Trespass Notice

* Code of Laws of South Carolina § 16-11-620 provides as follows: Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days. All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State vision shall enforce the provisions hereof within their respective jurisdictions. The provision of this section shall be being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of

GOLDENROD - Suspect

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 24th, 2018

Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Tab 8
Case Number, 2017 00002597 – Larceny – Briefcase
Reporting Officer: Sheriff Deputy Smith
Incident Report Update/Filing

Jasper County Sheriff Records:

Location:
South Carolina Highway 278.
Median – Entrance - Peacock Auto Mall - Hilton Head Hyundai Dealership and OC Welch Car Dealership.

Other Documents Tab 8:
Jasper County Sheriff's Office
Summary

A letter from Scott Henthorn.
Confirming he saw a Silver truck throw a book bag into a truck, also confirming no one attempted to contact him.

Honorable Carmen T. Mullen.
Order – Denying Restraining Order – October 31, 2017.

Jasper County Sheriff's Office Summary
Narrative:
Missing Time Stamps – Date of Entry.

Interview with Greg Hackney
to have it near him
The reason I had my briefcase bungie corded to the drainage is the following; one sign and a one set of car keys stolen in front of the Hilton Head Hyundai and Peacock Auto Mall Dealerships. Also, a sign was

stolen from my car as it was missing upon returning one evening from shopping. *It was not near me,* I thought it would be safe located in the HWY 278 median fastened to a drainage ditch that is located below street level making it difficult to see as persons would be driving by! My thinking was best effort but wrong!
(September 1st, 2017 Case Number 2-017-00001995 – Stolen Car Keys)

Additional items
MacBook 13' Computer check book etc.

Officer's Actions – Supplement:
November 1st, 2017
I will attempt to make contact with the sales person on November 2nd, 2017 once they open for business

November 2nd, 2017
Later in the afternoon I attempted to make contact with the salesperson Hackney supposedly talked to with and had a negative contact with any salesperson
OC Welch Sales Person Scott Henthorn
After my briefcase was stolen I did not have a Credit Card or Cash/Check so I had to borrow 20 dollars from OC Welch at OC Welch Dealership located across from where the items were stolen. I was leaving the dealership and a few sales people said hello and asked me how I was doing and upon explaining the theft incident Scott Henthorn, an OC Welch Sales Person explained moments earlier he saw a person throw a black back pack into a silver truck.
Enclosed, view letter from Scott Henthorn

What is a negative contact? Appears to be No attempt made?

Make Sense?
"I attempted to make contact with the salesperson Hackney supposedly talked to with and had a negative contact with any salesperson"
I was attempting to give Jasper County Lt. Smith the name of the person but the phone D/C or as I felt Lt. Smith hung up on me. I am not sure what/how attempts were made or but he could have simply called me or stopped by were I typically am located IE in front of the Hilton Head Hyundai Dealership located just across the Highway 278 median. Good Grief great investigative work! **"Supposedly" defines his thinking!**

Deputy Smith made no attempt to contact me after we met on November 1st, 2017 including any effort to obtain the name of the only witness to the Theft.

I made contact SCDOT at their facility in Ridgeland, SC regarding the briefcase being stolen
During the afternoon persons in a truck were walking the median picking up trash and I was not concerned about theft as I watched them walk pass my briefcase; my only thought was to address their concern if one of them stopped as I would have approached them accordingly to explain as it may look suspicious to them bungie corded to a drainage ditch. The individuals walked pass back and forth then into their truck and left not addressing any concern.

Noted, I was not concerned of these individuals involved in my briefcase being stolen from the median on Highway 278. I was upset after the event and do not recall a conversation or concerned regarding SCDOT as they had left prior the event so I am not sure why Sheriff Deputy Smith called SCDOT. I had ZERO concern of the individuals walking the median picking up trash as I saw them leave prior my briefcase being tossed into a Silver Truck per Scott Henthorn.

"He placed his Briefcase in the Median with him"
The reason I had my briefcase bungie corded to the drainage is the following; one sign and a one set of car keys stolen in front of the Hilton Head Hyundai and Peacock Auto Mall Dealerships. Also, a sign was stolen from my car as it was missing upon returning one evening from shopping. *It was not near me,* I thought it would be safe located on the HWY 278 median fastened to a drainage ditch that is located below street level making it difficult to see as persons would be driving by! My thinking was best effort but wrong!

First Sign Stolen:
I went shopping at a few businesses,
Upon leaving Wal-Mart after my daily activity I put my sign in the back seat, it is large and could be seen as it was almost touching the ceiling of my car. Prior my last stop I noticed it was missing, well I would define as stolen because two Apple Computers (MacBook 13' and MacBook Pro 15 - Retina) one of which was in the back seat - both still in the car.

South Carolina State Troopers Office:
As noted, my concerns are and have been with the Jasper County Sheriff's Office lack of effort protecting my First Amendment Rights. As such, I contacted the State Troopers Office in Ridgeland, SC. to ask for their assistance since it is a State Highway; an officer said he would see if any cameras during this timeframe might have video of the Silver Truck.

Important Time Frame:
The previous evening at 5:31PM The Honorable Judge Carmen T. Mullen denied Hilton Head Hyundai's request for a Restraining Order. An individual may wonder and think, the following day all my identification, credit cards, cash and computers are stolen; as stated, I live in Atlanta and one might think the theft would force me to leave town but I was back the next day informing the public of Hilton Head Hyundai's behavior!

Point of Reference:
1. The Briefcase included my name and phone number so if a person thought it was suspicious or lost they could have called me.
2. I inquired with the Hardeeville Police Station regarding anyone dropping of a briefcase.
3. Cancelled my Credit Cards but left a gas card open and there were no unauthorized charges post the theft! I would think if a thief took my briefcase there would be an attempt to use an open card?
4. Scott Henthorn informed me it appeared to be a new pick-up truck. (THIEF?)
5. It is very difficult to see drainage ditch at random, not to mention at 60 miles per hour!

6. Point, if my Briefcase was not turned in because it looked suspicious and there were no charges on an open credit card then one would think the incident served another purpose. (NOTED, IMPORTANT TIME FRAME per above.)

7. **It appears no attempt was made to contact the person who witnessed the theft; I asked for a letter and he provided one to be filed with the Jasper County Sheriff's Office. He also informed me the Sheriff's Office did not attempt to contact him.**

Regards,

Greg Hackney

Jasper County Sheriff Office
Lt. Smith
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

Jasper County Sheriff's Office

Summary

Print Date/Time: 11/30/2017 09:27
Login ID: bbrown
Case Number: 2017-00002597

ORI Number: Jasper County Sheriff's Office SC0270000

Case

Case Number: 2017-00002597
Location:

Reporting Officer ID: 577561 - Smith

Incident Type: Larceny - Theft
Occurred From: 11/01/2017 16:46
Occurred Thru: 11/01/2017 16:46
Disposition: Closed
Disposition Date: 11/02/2017
Reported Date: 11/01/2017 16:46 Wednesday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	23H	16-13-30(A)	LARCENY PETIT	1

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Suspect (S)	1	Unknown	UNKNOWN		Unknown	Unknown	
Victim (V)	1	hackney, greg	619 SYCAMORE ST DECATUR, GA		White	Male	04/20/1965 52

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
11/01/2017	Stolen/Etc. (7)	Other-Property (77)			Briefcase Stolen with multiple documents inside		

Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State

Routing:

- ☐ Chief
- ☐ Sheriff
- ☐ File

Narrative

Synopsis:

On November 1, 2017 at approximately 1715, I Deputy J. Smith, responded to the median of Independence Boulevard near the intersection of Argent Boulevard in reference to a stolen briefcase. This location is within the County of Jasper.

Interview with victim, Greg Hackney:

Hackney informed me that while he was protesting in the median near the Hyundai dealer ship he placed his briefcase in the median with him. Hackney stated that he had it wrapped and attached to the drain with bungie cords to have it near him. Hackney informed me at approximately 1630 hours a gentleman stopped and he began to talk with for approximately twenty minutes. Hackney stated while he was talking with him his briefcase went missing. Hackney informed me he believes that the Peacock Corp possibly took it while he was talking with the subject. Hackney stated he had court documents, passport, First Citizens bank card, Chevron gas card, and $4500.00 in receipts from staying down here.

Officer's actions:

I arrived and talked with Hackney regarding the incident. I issued Hackney a victim's form and case number to document the theft. After leaving the scene I received a call from Hackney who informed me a salesman from the Ford dealer ship observed a silver truck stop and take the briefcase from the drain. I will attempt to make contact with the sales person on November 2, 2017 once they open for business. I will also attempt to contact SCDOT and ask if they had taken the briefcase while collecting litter during the time Hackney was protesting. Once the follow ups are completed a supplement will be completed.

Attachment:

1) Victim's form.

Supplement

On November 2, 2017 I made contact with SCDOT at their facility in Ridgeland, SC regarding the briefcase being taken. I was able to speak t the foreman for the crew for the day and was advised that none of the DOT workers took the briefcase from the storm drain near where Hackney was standing. I then made contact with The Greenery who was sub contracted by DOT and was told that no subjects were in the are at the time the briefcase went missing. Later in the afternoon I attempted to make contact with the salesperson Hackney supposedly talked with and had negative contact with any sales person. All DOT and Greenery vehicles were identified to have markings on the sides for their business. The suspect vehicle was identified to have no markings on the side as it was observed in the median. Due to the lack of evidence on who took the briefcase the case was closed at this time.

Victim's Form

JASPER COUNTY

Victim Notification Information Form

CONFIDENTIAL INFORMATION

Receiving Correctional Officer: _____

VICTIM INFORMATION (South Carolina Statute 16-3-1515) **CASE #** 17-2597

Name of Victim: Greg Hackney **Victim is:** ☐ deceased, ☐ minor or ☐ Mentally Ill

Physical Address: 619 Sycamore St Decatur GA 30030

Telephone #: (H) 678-855-8295 (B) _____ **Emergency #:** _____

Relative or Contact Person: _____

Physical Address: _____ **Telephone #:** _____

SUSPECT'S NAME: UNKNOWN **DATE OF INCIDENT:** 11/1/17

INCIDENT TYPE: Larceny

In order for law Enforcement to make a reasonable attempt to contact you of the arrest and of the appropriate court proceedings or procedure; it is your responsibility to notify the appropriate agency of any change in your address or phone number.

BOND HEARING: Time: _____
Date: _____
☐ Magistrate Court
☐ Municipal Court

TYPE OF COURT & SCHEDULE: Time: _____
Date: _____
☐ Magistrate Court
☐ Municipal Court
☐ General Sessions

I do ☐ do not ☐ wish to be present for bond hearing.

I do ☐ do not ☐ wish to be contacted when the defendant is release from jail.

The following efforts were made to contact the victim:

Phone Number Called	Date/Time	Reason	Name Of Caller	Person Notified	Not Notified

BOND RECOMMENDATION

_____

_____

_____

As a victim of a crime, I have received a copy of the Victim Notification Information Form provided to me and I agree the victim information is correct.

_____ _____ 11/1/17

Victim's Signature Date **Officer's Signature** Date

White Copy - Attach to Report Yellow Copy - Court Pink Copy - Detention Center Goldenrod - Victim

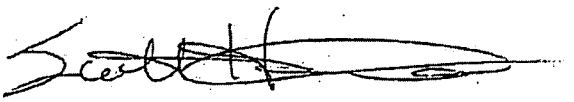
April 2, 2018

I am employed at O C WELCH FORD LINCOLN

Located at 4920 Independence Blvd. Hardeeville S.C. 29927

On November 1st 2017 later in the afternoon while I was at work, I noticed a Grey color Pick-up Truck that stopped in the Turn median in front of the dealership...a male then exited the driver's door and walked to the right side ditch from where I was looking. He did something while bent over that I could not see for a few seconds and then stood up with a back pack , threw it in the back of his truck and left travelling East on Highway 278.

Please feel free to contact me if you have any further questions.



Scott Henthorn

919 221 1270

ELECTRONICALLY FILED - 2017 Oct 31 4:51 PM - JASPER - COMMON PLEAS - CASE#2017CP2700386

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER	)	CIVIL ACTION NO.: 2017-CP-27-00386
FIRST TEAM HYUNDAI, LLC d/b/a HILTON HEAD HYUNDAI,	)	
PLAINTIFF,	)	**ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR PRELIMINARY INJUNCTION**
v.	)	
GREG S. HACKNEY,	)	
DEFENDANTS.	)	

THIS MATTER came before the Court on Plaintiff's Motion for Temporary Restraining Order and/or Preliminary Injunction filed with this Court on September 22, 2017 and Plaintiff's Amended Motion for Temporary Restraining Order and/or Preliminary Injunction filed October 6, 2017. A hearing was held on October 24, 2017. Present at the hearing were John Lyons, as representative for Plaintiff First Team Hyundai ("Plaintiff"), Plaintiff's Counsel, Bradford N. Martin, and Defendant Greg S. Hackney, appearing *pro se*. Having reviewed the pleadings in this matter, relevant case law, and having heard the arguments of the parties, for the following reasons, Plaintiff's Motion is Denied.

BACKGROUND

Plaintiff is engaged in the business of automotive sales and repair and claims a good reputation in the community is crucial to this business. Defendant, by all accounts, a dissatisfied customer, has been appearing daily outside of Plaintiff's place of business and admits to accusing the dealership of lying and committing fraud by way of written signs and oral statements to passers-by. On September 4, 2017, Plaintiff issued a Trespass Notice to the Defendant, at which time the Defendant moved to the right-of-way in the highway adjacent to Plaintiff's business. Plaintiff filed

IN THE STATE OF SOUTH CAROLINA COUNTY OF JASPER

IN THE COURT OF COMMONS PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V

Greg Hackney

Defendant

2017CP2700386

Third Stolen Sign

FILED
2017 FEB 28 PM 12:29

Jasper County Court:

On January 19th, 2017 I LAID down my sign in front of Hilton Head Hyundai and walked to my car, estimated time = 1 minute, upon turning around post grabbing a drink I saw a White Mini Van exiting the Hilton Head Hyundai Dealership and immediately drive upon the grass where my sign was located. I watched as two gentlemen opened the door and put my sign into their vehicle as such it was stolen; the driver panicked upon my noticing their theft and reversed dangerously driving back into the dealership through the EXIT LANE.

I informed Brad Martin, Hilton Head Hyundai Counsel, on January 26th, 2017 and requested he asked John Lyons to resend a message refraining his employees from violating my First Amendment Rights.

NOTED: Not an accusation but a request.

I did not file an incident report with the legal authority, Jasper County Sheriff's Office, because my lack in confidence based on their prior actions to other violations of my First Amendment Rights.

I did visit the South Carolina Trooper Office and address the issue as they referred me to SLED.

It has been a month since the theft, violation of my Rights and there have not been any other incidents; as such I do not request the court to intercede but wanted to document accordingly. I will address the court directly if any other First Amendment Violations occur.

402

pd 25 can

IN THE STATE OF SOUTH CAROLINA COUNTY THE OF JASPER

IN THE COURT OF COMMONS PLEAS FOR

FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V

C.A. 2017-CP-2700386

MOTION
PLAINTIFF's FIRST REQUEST TO ADMIT
TO DEFENDANT
TO BE INCLUDED IN DISCOVER

Greg Hackney

Defendant

The Honorable Carmen T. Mullen:

I was informed by opposing counsel on September 21st, 2018 my First Response to Plaintiff's ADMIT question were not going to be accepted by the court as such during the pending trial the Jury would hear that I ADMITTED to all of Plaintiff's statements submitted.

The Plaintiff's Counsel Brad Martin informed I did not return his request within the 30 day time period allowed for the Defendant to respond. My research cannot confirm or deny his claim including the reason the Plaintiff's first Request to Produce and Interrogatories that were submitted at the same time would be acceptable to the court.

During my Motion to Stay court hearing on August 22nd, 2018, I discussed with the court the reason I had not responded because I was waiting on a legal authority to respond to my request as their information was inherent on my response. Also, I understood the case was in the Appellant Court as such the case was pending their ruling prior moving forward.

I was directed to complete the Plaintiff's Request the best I could with the information I had including the Request to ADMIT questions; as such they were submitted to the Plaintiff 9 business days from the Court Hearing on August 22nd, 2018. If I made an assumption to include the ADMIT questions I apologize to the court.

Can you please clarify if the ADMIT questions discussed in the court hearing are acceptable to the court. If the court recognized the Plaintiff's claim they are not admissible because I submitted them outside the 30 day time limit please review my Motion to Allow the Plaintiff First Request to ADMIT Question to the court per the

31

References, Explanation and Timeline below. I am not certain why a time limit would impose such drastic measure; I assume to insure a timely response so the preceding's remain on course? My reference and Timeline demonstrate the defendant's focus as such and any delay did not alter a Trial Date.

I reviewed the Plaintiff's Partial Motion for a Summary Judgment, the Plaintiff's language and points of reference include the assumption my response to the Plaintiff's ADMIT questions are omitted by the court. If accurate, I request the court review to include My Motion to include the Plaintiff's First Request to ADMIT Questions at the court hearing on October 31, 2018 prior hearing the Plaintiff's Partial Motion for A Summary Judgment.

REFERENCE #1
On January 23rd, 2018. I was copied on a response from Peggy McComb, opposing counsel's, assistant "Please be advised that this case is currently on appeal." The comment was in response to a Notice of ADR from Jasper County Court, Mr. Jenkins
(R, Copy of Email)

REFERENCE #2
Jasper County Fourteenth Judicial Circuit Public index
CASE NUMBER 2017CP2700386
STATUS APPEAL
(R, Copies of Jasper County Fourteenth Judicial Circuit Public Index)

TIMELINE – COMMENTS

1. I continued gathering information for Discovery confirmed by 98 pages of Documents delivered to the Jasper County Sheriff's office on April 27th, 2018. (R, 28,29,34,35,30,31,32,33,36,37,38,39,)

2. I received Apposing Counsel's Discovery Request on May 14, 2018. (R, Copy of Certificate of Service)

3. CONCERN: Opposing counsel's comments the Discover Documents were not posted in SCCourts.org–Public Index and I did not receive their standard email request notifying me they filed and/or mailed documents.

- I also viewed other Discovery Request: Interrogatories Admit and Product Request posted/entered in SCCourts.org.

4. I did not receive a response from the Jasper County Sheriff's Office during the time limit to return my Answer to his Discovery Request including through October 5th, 2018.

5. I filed a Motion to Stay to the court on June 14th, 2018, within the 30 day time period to respond to the opposing counsel's ADMIT Questions including other Discovery Request by the Plaintiff.

- Defendant wanted to clarify the Plaintiff's Request including proper time period to answer the questions as my thoughts were my case was in the Appellant Court. A case cannot be in two courts. (Referenced by Attorneys)

- Defendant's response to Questions in the Plaintiff's Discovery Request were predicated on the response from legal authorities who REFUSED to respond to Defendant's April 27th, 2018 request.

(R, Copy of Defendants June 14th, 2018 Motion)

6. The Court heard my Motion on August 22nd, 2018 and Judge Carmen T. Mullen noted I need to respond to the Plaintiff's Discovery. An ORDER was not rendered including a timeline to respond, 10, 20 or 30 days.

- Judge Carmen T. Mullen explained that I was required to answer the questions in the best way regardless if I had all of the information.

- No discussions regarding ADMIT Questions omitted.

7. I emailed the Plaintiff's Counsel Clarification questions 3 business days, August 27th, 2018, from the hearing date and submitted my response to the Plaintiff's Discovery 9 business days, September 5th, 2018 from the Hearing - Court date.

- The only delay from the 3 days was due to waiting on the Plaintiff's Response to my clarification that I never received. Regardless, I submitted the documents on September 5th, 2018, 9 business days from the Hearing - Court date.

(R, Copy of Defendants August 27th, 2017 clarification email and Defendants Discovery Response email on September 4th, 2018. (Defendant's Response = 181 Pages)

8. On September 18th, 2018 I received question and requested for additional information from the Plaintiff regarding the Defendant's September 5th, 2018 Response. I scheduled a conference call with the Plaintiff's Counsel the following day to insure my response was accurate and within the appropriate parameters.
(R, Copy of Defendant Email requesting a conference Call)

9. I submitted my follow up response on September 28th, 2018. Completing Plaintiff's Discovery.

10. As a professional courtesy I did not do any activity regarding Hilton Head Hyundai from the August 22nd, 2018 Motion to Stay court date through September 28th, 2018 when my response to the Discovery was completed my commitment to deliver the documents to Plaintiff in a timely manner.

Hilton Head Hyundai v. Gregory Hackney / CA No. 2017CP2700386

January 25, 2018 at 2:39 PM

From Peggy McComb

To "djenkins@japsercountysc.gov"

Cc Greg Hackney, Brad Martin

Notice of ADR 1.23.18.pdf 100.61 KB

Mr. Jenkins,

We received the Notice of ADR dated January 23rd. Please be advised that this case is currently on appeal.
Please let me know if there is anything further that we need to do at this time.

Peggy McComb
Legal Assistant
Bradford Neal Martin & Associates, PA
Post Office Box 10410 (29603)
201 West McBee Avenue, Suite 302
Greenville, South Carolina (29601)
864.552.9990
864.552.9992 fax
pmccomb@bnmlaw.com
www.bnmlaw.com

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.
IRS CIRCULAR 230 NOTICE: Internal Revenue Service regulations generally provide that, for the purpose of avoiding federal tax penalties, a taxpayer may rely only on formal written advice meeting specific requirements. Any tax advice in this message, or in any attachment to this message, does not meet those requirements. Accordingly, any such tax advice was not intended or written to be used, and it cannot be used, for the purpose of avoiding federal tax penalties that may be imposed on you or for the purpose of promoting, marketing or recommending to another party any tax-related matters.

Jasper County
Fourteenth Judicial Circuit
Public Index



Appeal
Status

Jasper County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

First Team Hyundai, Llc Dba Hilton Head Hyundai VS Gregory Hackney

Case Number:	2017CP2700386	**Court Agency:**	Common Pleas	**Filed Date:**	09/22/2017
Case Type:	Common Pleas	**Case Sub Type:**	Slander/Libel 380	**File Type:**	Mediator - Jury
Status:	Appeal	**Assigned Judge:**	Clerk Of Court C P, G S, And Family Court		
Disposition:		**Disposition Date:**		**Disposition Judge:**	
Original Source Doc:		**Original Case #:**			
Judgment Number:		**Court Roster:**			

Case Parties **Judgments** **Tax Map Information** **Associated Cases** **Actions** **Financials**

Click the ⊻ icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
⊻First Team Hyundai, Llc Dba Hilton Head Hyundai					Plaintiff		08/24/2018
Hackney, Gregory	30 Old Vermont Place Sandy Spring GA 30328	White	M		Defendant		10/03/2018
Kahn, Richard Michael	Attorney At Law 134 Lake Bowen Dr. Inman SC 29349				Mediator		04/18/2018
⊻Martin, Bradford Neal	PO Box 10410 Greenville SC 29603				Plaintiff Attorney		09/22/2017
⊻Teer, Laura Wilcox Howle	PO Box 10410 Greenville SC 29603				Plaintiff Attorney		09/22/2017
Youngblood, Chad P	Chad Powell Youngblood, Attorney at Law 501 Wellington Road Easley SC 29642				Alternate Mediator		01/23/2018

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

Jasper County
Fourteenth Judicial Circuit
Public Index



Jasper County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Search By...Court Type All Courts **Court Agency** All Agencies

Case # **Case Type** All Case Types **Case SubType** All Case Sub-Types

Last Name/Business Hackney **First** **Middle** **Suffix**

Party Type All

Action Type All Actions

Date Type **Beginning** **Ending**

Tax Map# From **Through**

Only for Civil Cases... Index Search (•) All ( ) Lis Pendens ( ) Judgments | **Cross Index Search** (•) All ( ) Judgment For ( ) Judgment Against

Search | Reset Search Fields | **Name Search Option** (•) Begins With ( ) Contains

Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
HACKNEY, DEMERIUS ARDIS	Defendant	20152230004862	02/11/2016	NRVC	03/07/2016	Traffic	Traffic		Ridgeland Municipal
HACKNEY, DEMERIUS ARDIS	Defendant	20152230004863	02/11/2016	NRVC	03/07/2016	Traffic	Traffic		Ridgeland Municipal
Hackney, Gregory	Defendant	2017CP2700386	09/22/2017	Appeal		Common Pleas	Slander/Libel 380		Common Pleas
Hackney, Mark J	Defendant	65091GC	07/31/2012	Disposed	08/13/2012	Traffic	Traffic		Ridgeland Municipal
Hackney, Russell Dannelly	Defendant	6102P0225991	08/01/2017	Disposed	10/02/2017	Traffic	Traffic		Ridgeland Municipal
Hackney, Sarah Elizabeth	Defendant	56751FP	10/24/2011	Disposed	11/03/2011	Traffic	Traffic		Hardeeville Municipal
Hackney, Stephanie L	Defendant	64230GA	03/23/2012	NRVC	04/30/2012	Traffic	Traffic		Ridgeland Municipal

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

Status = Appeal

INDEX

TAB 1: **Request Criminal Charges filed against Hilton Head Hyundai.**
Fraud – Fraudulent Practices, Hyundai New Engine Recall 2012 Sonata.

TAB 2: **Request Criminal Charges filed against Hilton Head Hyundai.**
Conversion of Property, August 26th, 2017 – Saturday.

Request documentation and/or statement why Deputy Sheriff Dodson did not properly Identify Conversion of Property and file charges accordingly.

TAB 3: **Case Number 2017 – 00001995, Car Keys Stolen**
Update, please file letter and documents accordingly. Sheriff Summary = No Follow up!

TAB 4: **September 4th, 2017 – Monday, "Labor Day"**
Request documentation and/or statement why Jasper Deputy Sheriff's demanded I leave the premise or be arrested.

TAB 5: **Trespass Notice September 4th, 2017 – Monday, "Labor Day"**
Update, Please file letter accordingly.

2nd Sign Stolen
Request Documentation and/or Statement why Deputy Sheriff Hunnicutt did not complete a Victim Notification Identification Form regarding 2nd Sign Stolen and follow up – Peacock Auto Mall Cameras. Victim Notification Identification Form!

TAB 6: **Case Number, 2017-2176 – Harassment/A&B by Intimidation**
Update, Please file letter and documents accordingly.
Explain why video does not warrant an Arrest.

Request Criminal Charges filed against Hilton Head Hyundai Security Person.
Criminal Code 16-3-1700

TAB 7: **Trespass Notice, September 22, 2017**
Update, please file letter and documents accordingly.

TAB 8: **Case Number 2017 – 00002597 – Larceny, Brief Case Stolen**
Update, please file letter and documents accordingly. Lack of follow – witness.

TAB 9: **Victim Notification Identification Form Request, Third Sign Stolen**
Please file letter accordingly.

TAB 10: **Name clarification for court appearance, subpoena's.**

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328
678-855-2975

June 1st, 2018

Sheriff Chris Malphrus
12008 North Jacob Smart Blvd.
Richland, South Carolina 29936

RE: 17 calls - 8 visits = Zero Response
Jasper County Sheriff Office

Sheriff Malphrus:

As noted, I stopped by your office today to have a discussion regarding the data below. I dropped off a binder on April 27th, 2018 and have not heard any feedback to resolve my issues.

I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10th, 2018 that he did deliver the two binders to you and Deputy Chief Morris.

Since April 27th, 2018 I have left 17 messages and visited your office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14th, 2018; if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous messages and have had no response.

Please advise accordingly, I am asking for documents to be filed, explanations and follow up on existing cases, explanation and clarification on victim notification and identification forms and other charges be filed against Hilton Head Hyundai.

The binders were dropped off over 1 month ago and I have been unable to schedule a meeting to complete the task per the data in the binder.

Attempts to schedule a meeting!
May 2018 Calls: 10th (2), 11th (4), 14th, 15th,16th,17th,18th,21st,22nd,23rd,25th(2),29th,30th

Please have Lt. Smith or another person on your staff call me to schedule a meeting! I will continue my efforts until this issues is resolved.

Respectively,

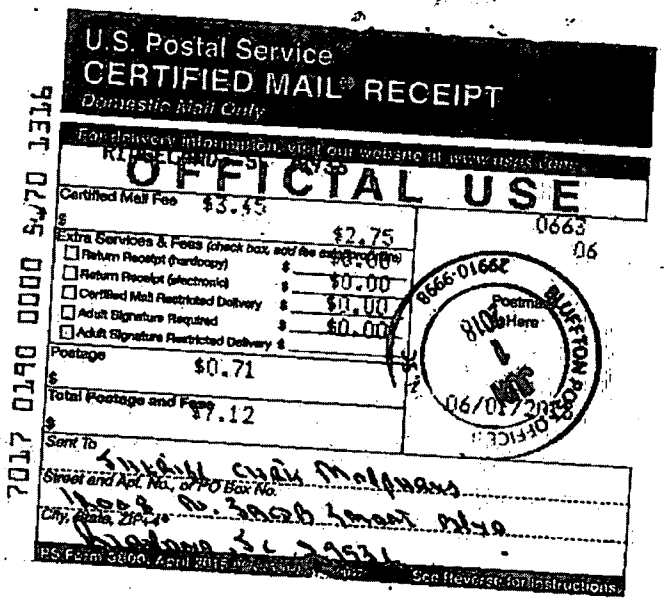
Greg Hackney

Enclosure:

Chris Malphrus

JASPER COUNTY
SHERIFF'S OFFICE
P.O. Box 986, Ridgeland, SC 29936
Phone: 843-726-7777
Fax: 843-726-7778
Non-Emergency: 843-726-7519 24 hr.

Case#_____
Inc.#_____
Officer_____
Date_____



Account Number: 745387054
Bill Period: May 08 - Jun 07, 2018

Sprint

Call Details - (678) 855-2975 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

On	At	To / From	Destination	Rate	Mins	Cost
May 08	06:58 am	(678) 361-0081	Incoming	NW/AU	04:00	-
May 10	03:20 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	03:22 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 11	09:18 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:37 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:38 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:38 am	(800) 227-4825	Toll Free Call	AU	02:00	-
	05:09 pm	(877) 247-2144	Toll Free Call	AU	01:00	-
May 13	02:55 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	01:00	-
	02:56 pm	(706) 301-6626	JASPER,GA	NW/AU	02:00	-
	05:50 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	06:00	-
May 14	04:50 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 15	03:18 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 16	12:23 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
	01:02 pm	(678) 361-0081	Incoming	AU	06:00	-
May 17	09:26 am	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 18	12:54 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	01:56 pm	(803) 896-0496	COLUMBIA,SC	AU	01:00	-
	01:59 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 20	06:45 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	07:00	-
May 21	10:18 am	(864) 552-9990	GREENVILLE,SC	AU	04:00	-
	12:52 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 22	09:12 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	10:16 am	(803) 734-5049	COLUMBIA,SC	AU	01:00	-
	10:16 am	(803) 896-0496	COLUMBIA,SC	AU	02:00	-
	01:02 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 23	03:32 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
May 25	02:53 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	02:54 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	03:29 pm	(803) 734-1890	COLUMBIA,SC	AU	20:00	-
May 28	11:34 am	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	11:36 am	(770) 575-1165	ATLANTA NW,GA	AU	14:00	-
	11:50 am	(678) 361-0081	ATLANTA NE,GA	AU	06:00	-
	11:55 am	(678) 361-0081	Incoming	AU	03:00	-
May 29	02:06 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	02:08 pm	(803) 896-0496	COLUMBIA,SC	AU	02:00	-
Jun 02	07:24 am	(678) 361-0081	ATLANTA NE,GA	NW/AU	03:00	-
	07:27 am	(678) 361-0081	Incoming	NW/AU	14:00	-
Jun 04	02:48 pm	(800) 227-4825	Toll Free Call	AU	02:00	-
	03:49 pm	(800) 227-4825	Toll Free Call	AU	05:00	-
	04:03 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
	07:12 pm	(800) 227-4825	Toll Free Call	AU	03:00	-
Jun 05	03:59 pm	(803) 734-5049	COLUMBIA,SC	AU	01:00	-
Jun 06	12:38 pm	(843) 726-7777	RIDGELAND,SC	AU	05:00	-
	07:21 pm	(678) 361-0081	ATLANTA NE,GA	AU	10:00	-
	07:31 pm	(678) 361-0081	Incoming	AU	01:00	-
	07:34 pm	(678) 361-0081	ATLANTA NE,GA	AU	02:00	-
	07:40 pm	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	07:41 pm	(706) 301-6626	JASPER,GA	AU	01:00	-

Rate Type

AU Anytime/Plan Usage
NW Night and Weekends

Account Number: 745387054
Bill Period: May 08 - Jun 07, 2018

Sprint

Call Details - (678) 855-2975 - Voice

Call time displays as Central Time (CT) or local time depending on how and where the call was made.

On	At	To / From	Destination	Rate	Mins	Cost
May 08	06:58 am	(678) 361-0081	Incoming	NW/AU	04:00	-
May 10	03:20 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	03:22 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 11	09:18 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:37 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:38 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	09:39 am	(800) 227-4825	Toll Free Call	AU	02:00	-
	05:09 pm	(877) 247-2144	Toll Free Call	AU	01:00	-
May 13	02:55 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	01:00	-
	02:56 pm	(706) 301-6626	JASPER,GA	NW/AU	02:00	-
	05:50 pm	(770) 575-1165	ATLANTA NW,GA	NW/AU	06:00	-
May 14	04:50 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 15	03:18 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 16	12:23 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
	01:02 pm	(678) 361-0081	Incoming	AU	06:00	-
May 17	09:26 am	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
May 18	12:54 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	01:56 pm	(803) 896-0496	COLUMBIA,SC	AU	01:00	-
	01:59 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 20	06:45 pm	(678) 361-0081	ATLANTA NE,GA	NW/AU	07:00	-
May 21	10:18 am	(864) 552-9990	GREENVILLE,SC	AU	04:00	-
	12:52 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 22	09:12 am	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	10:16 am	(803) 734-5049	COLUMBIA,SC	AU	01:00	-
	10:16 am	(803) 896-0496	COLUMBIA,SC	AU	02:00	-
	01:02 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
May 23	03:32 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
May 25	02:53 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	02:54 pm	(843) 726-7777	RIDGELAND,SC	AU	01:00	-
	03:28 pm	(803) 734-1890	COLUMBIA,SC	AU	20:00	-
May 28	11:34 am	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	11:36 am	(770) 575-1165	ATLANTA NW,GA	AU	14:00	-
	11:50 am	(678) 361-0081	ATLANTA NE,GA	AU	06:00	-
	11:55 am	(678) 361-0081	Incoming	AU	03:00	-
May 29	02:06 pm	(843) 726-7777	RIDGELAND,SC	AU	02:00	-
	02:08 pm	(803) 896-0496	COLUMBIA,SC	AU	02:00	-
Jun 02	07:24 am	(678) 361-0081	ATLANTA NE,GA	NW/AU	03:00	-
	07:27 am	(678) 361-0081	Incoming	NW/AU	14:00	-
Jun 04	02:48 pm	(800) 227-4825	Toll Free Call	AU	02:00	-
	03:49 pm	(800) 227-4825	Toll Free Call	AU	05:00	-
	04:03 pm	(843) 726-7777	RIDGELAND,SC	AU	03:00	-
	07:12 pm	(800) 227-4825	Toll Free Call	AU	03:00	-
Jun 05	03:59 pm	(803) 734-5049	COLUMBIA,SC	AU	01:00	-
Jun 06	12:38 pm	(843) 726-7777	RIDGELAND,SC	AU	05:00	-
	07:21 pm	(678) 361-0081	ATLANTA NE,GA	AU	10:00	-
	07:31 pm	(678) 361-0081	Incoming	AU	01:00	-
	07:34 pm	(678) 361-0081	ATLANTA NE,GA	AU	02:00	-
	07:40 pm	(678) 361-0081	ATLANTA NE,GA	AU	01:00	-
	07:41 pm	(706) 301-6626	JASPER,GA	AU	01:00	-

Rate Type

AU Anytime/Plan Usage
NW Night and Weekends

I chased a Peacock Auto Mall employee to their property line after they stole my sign; I crossed their property line to inform Deputy Sheriff Hunnicut, who was present at the time of the incident, to report the crime and was given a No Trespass Notice. Deputy Sheriff Hunnicutt knew I did not have a sign and did not leave the premise yet an Incident on the theft was not reported.

I requested the following: See Index

Charges Against Hilton Head Hyundai Filed:

1. Tab One Fraudulent Tactics.
2. Tab Two Conversion of Property (911 Call), read Tab Number 2.
3. Harassment or associated charges per Wal-Mart Video, Read Tab Number 6.

Request Authority granted to South Carolina State Trooper and/or Hardeeville Police.

Regards,

Greg Hackney
678-855-2975

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

Lt. Morris
Jasper County Sheriff Office
12008 N. Jacob Smart Blvd.
Ridgeland, South Carolina 29936

RE: Charges against Hilton Head Hyundai Filed
Review, Jasper County Sheriff Office Cases
FIRST AMENDMENT RIGHTS VIOLATIONS

Notable References regarding Hilton Head Hyundai – Jasper County Sheriff's Office – First Amendment Rights Violations:

1. Fraudulent Activity per Hyundai Recall, forcing me to leave my vehicle at their dealership.
2. Car broken into and water thrown into vehicle and/or rain.
3. 3 Signs stolen, two in front of Dealerships and from my Vehicle.
4. Car keys stolen.
5. Briefcase stolen.
6. I have been cursed multiple times with vulgar, derogatory comments and told confirmation by their new car sales manager yelling "they know where I am staying."
7. Peacock Auto Mall Security Vehicle following me to the Wal-Mart parking lot next to their dealership; Harassment and Intimidation, review Wal-Mart Video. Charges Drooped
8. Hilton Head Hyundai refusal to return my vehicle after paying my deductible: Conversion of Property.

A Few Point of References: Jasper County Sheriff's Office
Post each incident: Stolen Car Keys, Stated Vehicle Breach and 2nd Sign Stolen, cursed by Hilton Head Hyundai Dealership employees, the Deputy Sheriff's repeated the same statement, "get it on video." Wal-Mart provide them a video of a Peacock Auto Mall Security Vehicle following me off their premise to the Wal-Mart parking lot with intent to Harass and Intimidate; charged with Assault and Battery - Intent to Intimidate only later to be dropped. So much for giving them a video as they requested.

Hilton Head Hyundai would not return my Sonata after I paid my deductible, I called 911 and the Sheriff Office Deputy agreed with the Dealership making a condition of a car rental return prior getting my vehicle. At the point I paid my balance owed to Hilton Head Hyundai, my car not returned a criminal act

CC. (Copied)

South Carolina Troopers Office
State Troopers
407 Live Oak Road
Ridgeland, South Carolina 29936

Jasper County Clerk's Office
Attn: Margaret Bostick
265 Russel Street
Ridgeland, South Carolina 29936

South Carolina Law Enforcement Division
Attn: Thomas H. Robertson
Captain, Executive Officer-Investigative Services
4400 Broad River
Columbia, South Carolina 29221-1398

Jasper County Sheriff's Office
Attn: Chris Malphrus
12008 N. Jacob Smart Blvd
Ridgeland, South Carolina 29936

The Honorable Carmen T Mullen
Chief Administrative Judge
102 Ribaut Road – P.O. Drawer 1128
Beaufort, South Carolina 29901

Bradford Neal Martin and Associates
Attn. Brad Martin
201 West McBee Avenue Suite 302
Greenville, South Carolina 29601

Governor Office, State House
Deputy Chief of Staff
Attn: Leigh LeMoine
1100 Gervais Street
Columbia, South Carolina 29201

South Carolina Court of Appeals
Clerk of Court, Attn: Jenny Kitchings
1220 Senate Street
Columbia, South Carolina 29201

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328
678-855-2975

April May 31st, 2018

Thomas H. Robertson
Executive Officer, Captain
South Carolina Law Enforcement Division
4400 Broad River
Columbia, South Carolina 29221

RE: 17 calls - 8 visits = Zero Response
Jasper County Sheriff Office

Captain Robertson:

As noted I stopped by your office today to have a discussion regarding the data below. I dropped off the binder on April 27th, 2018 and have not heard any feedback; I left you a message last week and two this week regarding the information in the binder.

On April 27th, 2018, the same day I dropped off the documents to you I did the same at the Jasper County Sheriff's Office. I gave two binders to Jasper County Sheriff Lt. Smith who confirmed on May 10th, 2018 that he did deliver the two binders to Sheriff Chris Malphrus and to Deputy Chief Morris.

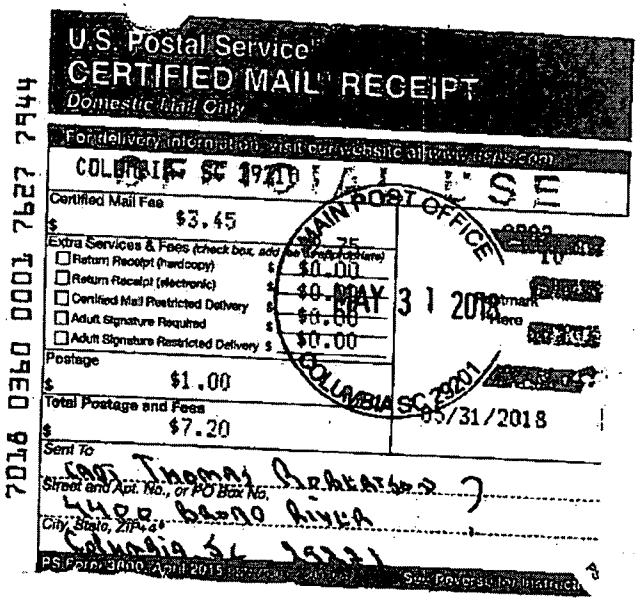
Since April 27th, 2018 I have left 17 messages and visited their office 8 plus times; the only response I received was a voicemail from Deputy Chief Morris on May 14th, 2018 that if I wanted to discuss any issues with the Jasper County Sheriff's Office to contact Lt. Smith. As such, I have left him numerous message with no response.

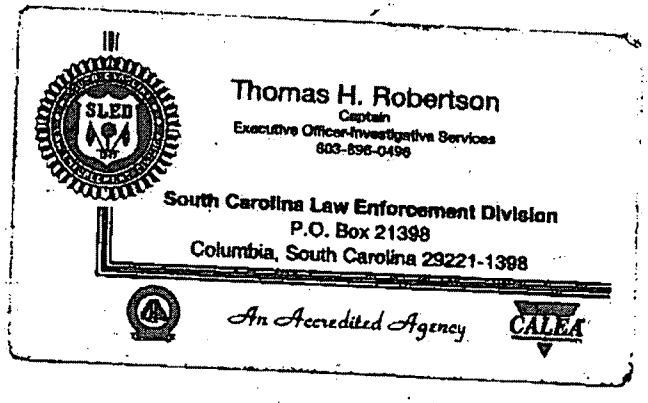
Please advise accordingly if there is any efforts SLED can do to resolve the issue, response from the Jasper County Sheriff's Office.

May 2018 Calls: 10th (2), 11th (4), 14th, 15th,16th,17th,18th,21st,22nd,23rd,25th(2),29th,30th

Regards,

Greg Hackney


U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com
COLUMBIA SC 29201
Certified Mail Fee
$3.45
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage
$1.00
Total Postage and Fees
$7.20
MAIN POST OFFICE
COLUMBIA SC 29201
MAY 31 2018
05/31/2018
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015
7018 0360 0001 7627 7944


SLED
Thomas H. Robertson
Captain
Executive Officer-Investigative Services
803-896-0496
South Carolina Law Enforcement Division
P.O. Box 21398
Columbia, South Carolina 29221-1398
An Accredited Agency
CALEA

584

170

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328

April 26th, 2018

Leigh LeMoine
Chief of Staff
Governor Office - State House
1100 Gervais Street
Columbia, SC 29201

RE: Charges against Hilton Head Hyundai Filed.
Review, Jasper County Sheriff Office Authority.
FIRST AMENDMENT RIGHTS VIOLATIONS

Leigh Lemoine:

I have copied you on information regarding:

1. Fraudulent Practices of a South Carolina Car Dealership.
2. First Amendment Rights Violations regarding Protesting such business – Court Denied Restraining Order.
3. Jasper County Sheriff Office behavior – Not protecting First Amendment Rights.

Request for SLED to review the Jasper County Sheriff Office!

If required - applicable I will initiate a formal complaint to the Governor's Office, pending SLED review of TABS 1-9.

Regards,

Greg Hackney

IN THE STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF JASPER	)	**FOR THE FOURTEENTH JUDICIAL CIRCUIT**

First Team Hyundai, LLC dba Hilton Head Hyundai,

Plaintiff,

v.

Greg S. Hackney,

Defendant.

C. A. No. 2017-CP-27-0386

CERTIFICATE OF SERVICE

I, Renique Robinson, Legal Assistant at Bradford Neal Martin & Associates, PA, hereby certify that due and proper service of the document(s) affixed hereto and described below was made by depositing a true copy(ies) of same in the United States Mail at Greenville, South Carolina, in an envelope with adequate first-class postage duly affixed and return address clearly indicated thereon.

DOCUMENTS:

Plaintiff's First Interrogatories to Defendant
Plaintiff's First Requests to Produce to Defendant
Plaintiff's First Requests to Admit to Defendant

COUNSEL/PARTY SERVED:

Greg S. Hackney
30 Old Vermont Place
Sandy Springs, GA 30328

May 14, 2018

Renique Robinson

IN THE STATE OF SOUTH CAROLINA COUNTY OF JASPER

IN THE COURT OF COMMONS PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V.

Greg Hackney

Defendant

C.A. 2017-CP-27-00386

MOTION TO STAY

FILED
2018 JUN 14 PM 2:59
CLERK OF COURT
JASPER COUNTY

TO: The Honorable Judge Carmen T. Mullen

I received The Plaintiff's First Request to Produce Defendant, Plaintiff's First Request to Admit to Defendant and Plaintiff's First set of Interrogatory to Defendant from Bradford Martin, the Attorney for First Team Hyundai, LLC Hilton Hyundai – Plaintiff! Documents Dated May 14th, 2018!

Case Number C.A. 2017 – CP – 27 – 00386 is currently in the State of South Carolina Court Of Appeals, Appellant Case Number 2017 - 002548. On May 30th, 2018 I submitted my Amended Initial Brief and Designation of Matter including a Motion to include my proposed Designation of Matter (Wal-Mart video) and as noted the Court of Appeals has not ruled on my Motion!

It is my understanding the Fourteenth Judicial Circuit Case Number C.A. 2017-CP-27-00386 proceedings or alike have been halted as noted pending Court of Appeals ruling as per October 31st, 2017 Order Denying the Motion for Temporary Restraining Order and/or Preliminary Injunction.

AND/OR

A Motion to Stay pending a Hearing with Jasper County Sheriff Malphrus and David Tedder, Jasper County Attorney.

On April 27th, 2018 I submitted 98 pages of documents to the Jasper County Sheriff's Office, enclosed Index, and have yet to receive answers, clarification and filings to my request. I have personally visited the Jasper County Sheriff's Office over 10 times and made over 19 phone calls to their office. Personally disheartening, the local authority refuses to communicate with me regarding my Case.

Prior my Motion to Stay I clarified with Jasper County Sheriff Malphrus received the documents as confirmed with Certified Letter receipt last Friday June 8th, 2018. (Enclosure) The Information is required as I prepare for Trial including in my response to the request from Brad Martin.

I included David Tedder, my contact regarding my Freedom of Information Act request for a 911 recording. As prior issues with the Wal-Mart Video Freedom Information Request I am having difficulties playing the video including my concerns over its validity!

Greg Hackney
30 Old Vermont Place
Sandy Springs, Georgia 30328
678-855-2975
Self - Representative

June 14th, 2018

IN THE STATE OF SOUTH CAROLINA COUNTY OF JASPER

First Team Hyundai, LLC Hilton Head Hyundai

Plaintiff

V.

Greg Hackney

Defendant

IN THE COURT OF COMMONS PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT

C.A. 2017-CP-27-00386

Proof of Service

FILED
2018 JUN 14 PM 2:59
CLERK OF COURT
JASPER COUNTY

I, Greg Hackney, hereby certify that I have served a copy of the Motion to Stay by depositing a copy of it in the United States Mail postage prepaid on June 14th, 2018 to the address of record to their attorney Bradford N. Martin.
201 West Mcbee Avenue Suite 302
Greenville, South Carolina 29601



Common Pleas

Clerk : Margaret Bostick
265 Russell Street
Ridgeland, SC 299360248
Phone:(843) 726-7710 Fax:(843) 726-7711

Received From:	Hackney, Gregory			Date: 6/14/2018
	30 Old Vermont Place			Receipt #: 23496
	Sandy Spring, GA 30328			Clerk: c27mbosti
Paying for:	Self			
Transaction Type:	Payment		Reference #:	
Payment Type:	Cash	$25.00	Comment:	
Total Paid:		$25.00	Non-Refundable	

Total Received:	$25.00
Change Due:	$0.00

You may check the status of your Jasper case at:
http://www.sccourts.org/caseSearch/

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2017CP2700386	First Team Hyundai, Llc Dba Hilton Head Hyundai VS Gregory Hackney	**$25.00**	**$25.00**	**$0.00**
Total Cases:	**1**	**$25.00**	**$25.00**	**$0.00**

ReceiptSingleCase.rpt V6.1

Discovery

August 27, 2018 at 12:35 PM

From Greg Hackney

To Brad Martin

Cc "Mullen, Carmen T. Law Clerk (Julia Bradshaw)"

Bcc Greg Hackney

Discvery C...ation Scan.pdf 973.51 KB

Brad,

I am completing have your discovery and have attached a few clarification prior submitting it to you an the court!

Please review, I will follow up today so i can get the discovery to you. We can also discuss the Mediator you submitted to me last Thursday!

Have a Blessed Day

Greg Hackney
678-855-2975

August 27, 2018

Bradford Neal Martin and Associates
201 West Mcbee Ave. Suite 302
Greenville, South Carolina 29601

RE: Discovery Response
"Clarifications"

Brad,

The following pages have questions and/or clarifications related to my Discovery – Response. Please review and let me know your thoughts – response. A phone call or email is efficiently timely.

Have a Blessed Day!

Greg Hackney
678-855-2975

Descriptions
Discovery
Clarifications
Questions

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

INTERROGATORIES

1. Set forth a list of documents, photographs, plats sketches or other prepared Documents in Your Possession that relate to the claims in this case, and that You plan to introduce at trial.

- HWY 278 – Wal-Mart Photograph – diagram of area I am doing my activity including the areas my signs were stolen, Hilton Head Hyundai employees cursed as they approached me location were brief case and keys were stolen, median were I was ticketed for No trespassing Hardeeville Police Officer present and location of their Security vehicle as it mirrored my daily as I did my activity.
- Excel Spreadsheet – Timeline etc.(Pending)
- Automobile Association Documents related to Auto Dealership Standards. (Pending)
- I will request to court to allow the Jurors to leave the court room and field trip to review my vehicle to get an understanding of the issues I reviewed upon its return.
- I will request the court to allow the Jurors to leave the court room and field trip to review area I did my activity so they can understand the areas my signs, keys and brief case were stolen. Also to understand the daily peering from their security vehicle including peering me to the Wal-Mart parking lot.
- I will request to the court to allow the Jurors to leave the court room and field trip to review the Wal-Mart parking lot to get an understanding where my car was parked in relation to the video as it relates to Peacock Auto Mall Security person driving in front of me as per harassment, intimidation both which are unprofessional and unethical.

- Wal-Mart Video obtained by the Jasper County Sheriff's Office.
- 911 Call, my request for assistance to recover my vehicle from Hilton Head Hyundai after paying my balance and curing it as such

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

2. For each person known to You to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statement or document taken from such witness.

1. Warren Peacock,(Assumed Owner) - (R, 5,6,7,8,9,10,11,15,16,17,18,19,20,21,25-27,28-33,40-42,43,44-149,157)
2. Principle Owners, requested in Discovery. - (R. 5,6,7,8,11,15,16,17,18,19,20,21,25-27,28-33,30,40-42,43,44-149,157)
3. John Lyons, Chief Financial Officer - (R. 1-3,4,5,6,7,11,15,16,17,18,19,20,21,22,77-97,43,44-149,157)
4. Michael Butt, New Car Sales Manager. - (R. 5, 11,14,15,17,54-67)
5. Matt Houghton, not Sure of Position. - (R. 8, 18,21)
6. General Manager, requested name in Discovery. - (R. 5,6,14,15,16,17)
7. Jessica (Service Mgr.), requested in Discovery. - (R. 1-3, 4,5,6, 7,8,11,14,15,16,17,44-53,54-67)
8. Mickey Harvester, Second Hilton Head Service Person. - (R. 1-3, 4,5,6,14,15,16,17,54-67)
9. Buck Adele, (R. 1-7, 8,9,10,11,62-65)
10. Hardeeville Police Officer Francis Lemus, - (R. 8,15,16,17,19,20,73-77,98-104)
11. Scot Henthorn, O.C. Welch person who witnessed my brief case being stolen. - (R. 139-146)
12. Sheriff Chris Malphrus, - (R. 7,8, 9,10,11,12,14,15,16,17,19,19,20,21,22,23,24,28-33,43,44-149)
13. David Tedder, Jasper County Legal Counsel, - (R. 7,8,9,15,16,17,28-3040-42,44-149)
14. Chief Morris, Jasper County Sheriff, - (R. 7,8,10,21,22,34,44-149, 105-131)
15. Lt. Smith, Jasper Co. Sheriff, - (R. 7,8,9,15,16,17,18,19,20,21,22,23,24,54-67,105-131,132-138,139-146)
16. Jasper County Sheriff Deputy Hunnicutt, - (R. 7,8,9,15,19,54-67,73-77,98-104)
17. Jasper County Sheriff Deputy Hartley Umphries(?), - (R. 8,9,18,19,68-72,132-138)
18. Jasper County Sheriff Deputy Dodson, - (R. 7, 8,9,15,16,17,19,20,54-67)
19. Lt. Bryd, Jasper County Sheriff, - (R. 28-33, 121-122,62-63)
20. Front Desk Receptionist, Jasper County Sheriff's Office, - (R. 9,20-24,77-97,28-30,105-131)
21. Hertz Rental Car Personnel, court date availability. - (R. 2,7, 8,9,16,17 10,158-162,54-67,62-63)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

22. S.C. Auto Dealership Associations, court date availability, - (R. 1-27,43,44-149,157)

23. Check Verification Machine Liaisons-Client relationships, requested in Discovery. - (R. 7,8,16,17)

24. H. H. Hyundai – Hyundai Corp. Liaison, requested name in discovery. - (R. 1-27,77-97,43,44-149,157)

25. Two 17 Year old Boys, Requested name in Discovery. - (R. 21)

26. SLED, Capt. Thomas Robertson, - (R. 7,8,9,10,11,12,14,15,16,17,18,19,21,22,23,24,28-30,36-39,44-149)

27. Unidentified Sheriff Deputy, Requested name to Sheriff Office and No Response. - (R. 73-76)

28. Daniel Scott, Wal-Mart Security Person, retrieved the Video for Sheriff's Office - (R. 105-131)

29. Security Person who drove the vehicle, not identified - Victim Identification Report. (R. 20,21,22,77-97,105-131)

3. Identify all service or repair work You have had performed or Did yourself on the 2012 Hyundai Sonata prior any service or repair by Plaintiff, including the date of service or repair, the name of the Person or business that performed the service, and the nature of the service repair performed.

- *Repaired damages related to accident – tractor trailer rear ended vehicle.*
  Johnny Ha, Complete Auto Repair LLC, 166 Forest Parkway Lake City Ga. 30260, 678-927-9039

- *Right rear "Small Window"*
  Remote lock and key would not work to open car, my vehicle auto locked itself when I was in Florida on business and could not wait hours for a locksmith; I broke the windshield to gain access to my vehicle. Upon returning to Atlanta I removed the window, purchased a new one and with the assistance of my father we installed it.

4. Identify how your car was damaged prior to the May 23rd, 2017 accident that resulted in the following damages: hood, right fender, front bumper cover, cracked grill and the scratch on the right front door panel.

- Hood: Winter 2016, Big Canoe, Georgia – I was attempting to drive to my parent's house in the mountains and during a Snow Storm I could not manage a steep hill and turn resulting in the car sliding into a ditch. I had to walk to my parent's house and have a towing company pulled the car from the ditch.

- Right Fender and front bumper cover and cracked grill: Fall 2015, Sandy Springs Georgia! I was driving and moved into the right lane and did not see a sports utility vehicle moving past me as such we collided side to side. Since the other vehicle was higher there was minimal damage to their vehicle but it was my fault. The young lady who was driving the vehicle did not want to call the police or file a claim, it appeared she did not have insurance or issues with calling the police so we agreed to handle the damages separately.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

- Scratch on the right front door panel: I have no idea.
  Noted: other damages prior may 23rd, 2017 accident

- Cracked Windshield: A rock hit the window and caused a small crack on the right side middle and very top left!

5. Identify the source of the Basic Business Standards, Guidelines and Principles referenced in YOUR ANSWER.

Greg Hackney

6. Set forth any evidence You have that Hilton Head Hyundai did not install a new engine in the 2012 Hyundai Sonata. (R. 5,6,14,21,25-27,44-45)

There is no accusation or claim Hilton Hyundai did NOT put a new Engine in my Sonata.

7. List all arrest and Criminal charges which have been brought against You in the past 10 Years and with respect to each, identify and set forth the date, charge court and disposition of all such criminal.

I do not have a Criminal Record!

8. Identify any document in your possession showing that Hilton Head Hyundai failed to make any repairs following approval for such repair by Geico. (R. 2,3,4,5,7,14,27,"Subpoena" Geico Documents)

- I was not in the conversation regarding Geico approving or denying repairs to my vehicle.

- I can state and provided copies of Geico Supplemental Statements as stated accident related items were approved by Geico after my vehicle was retrieved from their Dealership! One of which is a Standard Undergarment that is Standard on all Sonata Vehicles. (reference guidelines)

9. State with specificity all research YOU conducted and set forth any evidence that Hilton Head Hyundai could have verified your check by calling an 800 Number including, but not limited to, all sources YOU reviewed, the names and contact information of all persons with whom You spoke, and the 800 number that YOU claim could have been called. (R. 6,15)

There is an escalation process. I briefly used a phone from a person sitting next to me at a Restaurant bar as we discussed the issue. He Looked up the vendor on his phone dial the 800 number and handed me the phone. I asked if I was a customer and had problems with the machine that could not verify a check and not sure if the machine or check was at fault is there a process I could verify it over the phone including other methods. Response YES!

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

10. Set forth in detail the reasons you claim it was unethical for Hilton Head Hyundai to refer your concerns to the New Car Sales Manager as stated in your Answer. (R. 14,)

I requested to speak to the person Jessica, Hilton Head Hyundai Service Manager, boss, owner or general manager.

- If the general manager or owner was not available then she should have informed me as such; then ask me if I wanted to speak to the New Car Sales Manager. I would have responded NO as this was a service issue and not related to a new car and I want to speak to the person she reported vertically.

- Jessica did not introduce me to the person; including the individual did not formally introduce himself by name and/or title including informing me was neither of the persons I requested to discuss my concerns/issues.

- Moments after our brief meeting I attempted to pay my balance and another Hilton Head Hyundai Service Person identified the General Manager was present as he attempted to resolve the check machine verification issue; Jessica did not introduce me to him. Jessica's intended efforts was to direct me to another person that she did not report.

- I wanted to speak to someone was because the July28th, 2017 supplemental record delayed my return. Jessica and I discussed the under-garment protection, a standard part, not being replaced and Geico approved. I was astonished as just prior entering an office to speak to the New Car Sales Manager she noted Hilton Head Hyundai does not provide quotes; the man whom I spoke reiterated the same message to me. I took it as a clear cohesive message to deflect the real issue why a Standard Sonata under garment protection part that was clearly ripped off during the accident was not replace. Typically, a person of business entity authority would not make such a statement nor be cohesive in a response. Thus, why I was not moved vertically on my request.

11. Identify the New Car Sales Manager to whom you spoke. If you do not know the name of the New Car Sales Manager, describe the person in sufficient detail that he or she can be identified. (R. 5,11,14,15,17,18,54-67)

- His name is Mike Butt?

- Referencing question #10 you confirm that we spoke based on your question? I assume you know the name New Car Sales Manager I spoke to? He can be identified!

- I believe he drives a Grey Audi, he drives pass me daily and flips me his middle finger as he drives by! On special days he holds both hands up and I see two Middle Fingers! Great Ambassador for Peacock Auto Mall!

- I requested his name to confirm his identity.

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

- The same person who approached me with documents as I was doing my activity, I informed him I did not trust him based on his behavior cussing me and flipping me the finger the previous days. He was nice at first then after I politely declined his efforts he went into a rage cussing me using horrible language.

12. Identify the representative of Hilton Head Hyundai You claim approached you on August 31st, 2017 and said that the dealership owned Hertz Rental car. If you do not know the name of the Person, describe the person in sufficient detail that he or she can be identified. (R. 8,18,21)

- His name is Mat Houghton?

- Lately he drives a while Genesis, he also enlightens me daily with his Middle Finger. Another Great Ambassador for Peacock Auto Mall!

- Mat also approached me with another short gentleman; the result of our conversation was a meeting set with John Lyons. They both noted managers from another dealership as such were present in the meeting with John Lyons on September 13th, 2017. I understood their presence in the meeting to be for witness – protection and/or another pair of eyes on the conversation. Shortly after I asked where they went as I returned to ask John Lyons a question and a person answered back to the Hyundai Dealership. I followed up with a question and it was explained to me they were both managers of the Hyundai Dealership! Good Grief!

- John Lyon should be able to identify the person as he was present in the meeting and I addressed the ridiculous statement he made regarding Hertz Rental Car as it was intended to deflect the seriousness of their actions. I moved the conversation forward as he was embarrassed I called out his statement in the meeting. John Lyons looked at him in disbelief and disappointment.

- Identify Mat by his Cell phone call records! He approached me and noted O. C. Welch called him the previous day and mentioned to me I heard you an O.C. Welch spoke yesterday. He identified himself as another dealership manager as I thought a good faith effort by New River Auto Mall to send an outsider to review the issues and find a resolution.

- O.C. Welch will confirm that he did call Mat Houghton the previous day, August 30th, 2017 to inquire why I was walking with a sign in front of their dealership. Mat opened the conversation that OC and he spoke "Yesterday" as he said to me I heard you talked to O.C. Welch. I can confirm I spoke with Mat through his and O.C Welch Phone records. O.C. Welch will provide phone records if required; his and Mat's records will show a phone call on August 30th, 2017.

- I believe this can confirm and help you solve his name and "YOU claim Question"

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP270386

13. Provide in detailed description of the person YOU claim stole YOUR sign on September 4th, 2017 or any other date, including the date you claim your signs were stolen. (R. 17,18,21,68-69,73-76,98-102,148)

- **August 30th, 2017**
  I can only confirm that the sign was stolen out of my car.

- **September 4th, 2017**
  An African American dressed similar to Car Salesman I see in the dealerships with Tan Slacks, Short Sleeve Shirts. (Red – Blue Shirt)
  The person could have been easily identified as Peacock Auto – Mall dealerships have cameras in and around their dealership but Deputy Sheriff Hunnicutt made no effort to assist identifying the person who stole my sign.

  His testimony in court will provide a timeline that I did not have a sign when I approached him regarding the theft and had not left the area in front of the Peacock Auto Mall.

  The event happened immediately after I was told to leave the premise and quit doing my activity. The two other Sheriff Deputies drove away as deputy Hunnicutt was parked behind the Peacock Auto Mall sign confirming I was leaving. As I walked back from my sign to get my keys I motioned to him what I was looking for them; as I walked back concerned he would not think I was leaving and arrest me as they had threatened. Moments later he saw me run after a person who stole my sign and did nothing except give me a no trespassing notice.

- **January 19th, 2017**
  Two Caucasian men drove up from exiting Peacock Auto- Mall and drove to the grass and jumped from the vehicle and put the sign into the White Mini Van. Similar to the ones parked in front of the Dodge Jeep Dealership – in the grass. I could not identify exactly what they were wearing.

- I told Deputy Sheriff Hartley of the theft and she recommended I park under Security Cameras.

14. Set forth in detail Your claim that a sign was stolen from inside Your vehicle including the date you claim the sign was stolen from inside Your vehicle at the time, whether the car was locked at the time, and a detailed description of the person You claim stole the sign. (R, 18, 68-69)

- My vehicle was not locked at the time.

- I told Deputy Sheriff Hartley of the theft and she recommended I park under Security Cameras.

15. Set forth in detail in what way the failure of the check verification machine at Hilton Head Hyundai to read you check was unethical behavior by Hilton Head Hyundai. (R. 6,15)

- The interesting cohesive effort was concerning; 4-5 people all surrounded the check machine and attempted to get my check to be processed for approval including the General Manager. As

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

I looked at this weird effort the person who identified the General Manager in Number 10 "Rolled his Eyes at me" as I took it in disbelief they were attempting a valiant effort but a deceptive one!

- There was no attempt to verify if their machine was default, escalate approval to a higher person within Hilton Head Hyundai including their check verification vendor! They were aware I did not have a debit or credit card on me and from Atlanta, Georgia as such just let me walk out the door without my vehicle.

- One of my concerns regarding their behavior was the following days as I learned that they were part of an Auto Mall and had relationships with the other dealerships. I assume a manager could have walked to anyone of them to verify if it was their machine or my check that was the issue. Maybe, getting an approval? At the very least see if their machine read the check? Makes sense? An effort at least?

- Base on my experience if their check verification machine goes down and is not working all the customers during that time period who prefer using a check for payment would be out of a process to retrieve their car! I would assume a large organization as an Auto Mall would have an escalation procedure for this process. Surely, they would not say to their customer our check verification machine is not working – broken so can you come back another day to get your car! Good Grief! Well, this is what happened to me!

- Noted: If their machine does not work it is same as a check not appearing to be able to process! As it stood there were there other options including escalating internally, escalating to the vendor or any other dealerships machine? I was disappointed and astonishing no other effort was made and they just let me walk out the door without my car.

16. Identify the dealership in Atlanta You claim you spoke with regarding the engine recall for Your Car including the date any communications and the name of the person with whom You spoke. (R. 44-51, 52, 53)

- August 1st, 2017

- Hyundai, Alpharetta, Georgia

- The conversation was with one of their Service Persons, I did not write down his name and remember he was a male.

- The conversation took place that same day as they printed the service records on my Sonata.

17. Set forth any evidence that You have that any employee of Hilton Head Hyundai opened the doors or windows of Your car while in the Wal - Mart parking lot. (R. 17,18, 68-69)

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

- Circumstantial Evidence: Mike Butt whom I spoke regarding my car, the New Car Sales Manager had cussed me days prior including calling me a crack head. He had yelled as I walked in front of their dealership doing my activity, he knew I was parked at Wal-Mart

- I had two MacBook Pro Computers in my car and they were not stolen. The car was breached and it was not for theft, it was clearly an intimidation tactic and it was for three consecutive days!

- I told Deputy Sheriff Hartley about the breach and she recommended I park under Security Cameras.

18. Set forth description of the persons You identified a Josh in your Answer. (R. 19, 68-72)

Please review the police report, the statement made after the incident noted, Shawn!

19. Set forth a detailed description of the two 17 year old boys who wash cars you contend confirmed they saw an employee of Hilton Head Hyundai steal your sign. (R, 19,20,21,98-104)

- They told me that they did not work for New River Auto Mall but a subcontractor who washed Hilton Head Hyundai cars.

- They approached me in a golf cart wearing bright yellow vest you would see workers wearing on the Highway.

- It was at dusk and my thoughts were not centered on describing them at a later date.

- Our conversation was my intended deflection of the entire event; exercising my First Amendment Rights and another person taking it away by stealing a sign. I explained that typically a business would not interfere with any person exercising their Constitutional Rights and was very disappointed the young me had to witness Hilton Head Hyundai's horrible act.

- I discussed the issue in my meeting with John Lyons on September 13th, 2017; he did not counter my statement regarding two 17-year-old young men who washed their cars.

- I requested their names though discovery and will have ask them to testifying in the trial.

20. State with specify any evidence You have that there was not a risk to the 2012 Hyundai Sonata in driving it to Atlanta after it failed the engine test. (R. 14,15,44-53)

- I was told the risk was to me.

- I spoke to a Service Person at Hyundai in Alpharetta, GA and they informed me that I could have driven my car back and it was not a requirement to leave the car after a failed test.

- I had been driving the car since the recall notice, December 2015;

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

- I was told by John Lyons in our meeting on September 13th, 2018 Jessica, Hilton Head Service Manager, presented me a waiver form that I would have signed to drive my car at my own risk! I did not speak to Jessica until after I was back in Atlanta, Georgia.

- Jessica and I first spoke when I was back in Atlanta, Georgia regarding an extension related to the Hertz Rental Car; she had to get it approved through Hilton Head Hyundai Corporate as such she did and it was extended.

21. State with specifity the reasons You did not return the rental car when the repairs were completed on August 9th, 2017. (R. 161-162)

- I do not remember the exact date but it was after the July 28th, 2017 Supplemental Order and the subsequent delay on receiving the associated parts.

- 280 miles - 560 round trip.

- At one point I was not sure if I was going to fly down then drive to Florida - Consulting.

- I was working in Atlanta, then decided to drive and get my car and then drive to Florida to continue my work – Consulting for an Orthodontic Software Company.

- My Geico Policy was covering the time period and upon returning the vehicle they made the full payment to me for the time period Hertz Rental billed me for the same thereof.

22. State with specifity all evidence You have that Hilton Head Hyundai was involved in a bait and switch regarding Your vehicle.

(R. 14, Reference #10, Interrogatories
On August 25th, 2017 I wanted to discuss my issues with Jessica, the Hilton Head Service Manager, Boss and/or the General Manager. I sat down with a person whom I assumed was one of the persons referenced only to uncover it was the New Car Sales Manager.

I explained the issues regarding the Under Protection Garment and other issues related to my Vehicle and received a similar cohesive response they do not get involved in quotes and it was all Geico's fault!

(R. 7,15,16,17,54-65,155)
On August 26th,2017 I attempted to make the $1,000 deductible payment required to cure the balance and thus have my vehicle returned into my possession. As noted there was an issue because the check could not be confirmed by their check verification machine. I returned the following afternoon and used a credit card for payment with the understanding Hilton Head Hyundai would return my car. Suddenly after making the payment Jessica, the Hilton Head Service Manager set another condition related to the

ELECTRONICALLY FILED - 2018 Oct 30 9:34 AM - JASPER - COMMON PLEAS - CASE#2017CP2700386

return of my Hertz Rental Car that was in my name. I had to return the Hertz Rental Car to them prior them returning my vehicle.

(R. 8,18,21,54-65,#12 Interrogatories)
Matt Houghton, Hilton Head Hyundai owns the Hertz Rental Car located on the New River Auto Mall premise. His comments were intended to deflect the seriousness of Hilton Head Hyundai's conduct on August 26th, 2017.

23. Identify all dates and times You have picketed Plaintiff's business, and state with specifity what was printed on Your signs, and of what was printed changed, state with specifity when it was changed and why. (R. 18,23,76-97,68-72,98-104,105-131,139-147,148,157)

- I did keep a brief account of my activity for Sheriff Chris Malphrus, (Delivered to his office) it was intended to update him on the number of times I crossed each intersection or road adjacent to the associated dealerships.
- I do not keep records for myself as related to the number of days I did my activity in front of Hilton Head Hyundai Dealership and the related dealerships associated to the Auto Mall entrance.
- I did have a new sign each day after 3 signs were stolen and when I felt they were not presentable and/or professional in view.
- September 29th, 2017 I can reference the sign changed to Unprofessional, Unethical, Harassment, Intimidation as related to their behavior post August 26th, 2017.

In the Court of Common Pleas for the
State of South Carolina, County of Jasper

Case No.: 2017CP270386

First Team Hyundai, LLC d/b/a
Hilton Head Hyundai
Plaintiff(s),

vs.

Transcript of Record

Greg S. Hackney,
Defendant(s).

October 31, 2018
Ridgeland, South Carolina

BEFORE:
The Honorable Carmen Mullen

APPEARANCES

REPRESENTING PLAINTIFF(S):

Bradford N. Martin, Esquire

PO Box 10410

Greenville, SC 29603

REPRESENTING DEFENDANT:

Greg S. Hackney, Pro Se

PROCEEDINGS

THE COURT: Mr. Martin, this is your motion.

MR. MARTIN: May it please the Court. I am here on a Motion for Partial Summary Judgment on liability. The only real issue that needs to be decided after that would be damages, which would be a separate hearing. So the purpose of this motion is to obtain a partial summary judgment based on liability.

We have, as you know, and you probably remember the facts of this case, it is one of those memorable cases. This is a situation where my client has been in business for 15 years, has given over a half a million dollars in charity to this community, and has been a great corporate citizen; has spent a lot of time building up their reputation.

Mr. Hackney shows up, and these facts are not disputed, and now, in the record, they're not disputed, and I think that's why summary judgment is appropriate.

He shows up, he apparently had a Hyundai Sonata that was given to him by his brother-in-law. He had some kind of accident, hit a pothole or something. Brought the car in -- did not buy it from us, had no relationship with us -- did not want to pay for anything, but wanted his insurance carrier, his own insurance carrier, GEICO, to pay for it.

THE COURT: When he hit a pothole, did it cause mechanical issues?

MR. MARTIN: Mechanical and body. Body repair. So we had to do mechanic work, we had to do body work. And it turned out, when he came in he had an engine recall that he had never fixed. And Hyundai says, "If they fail the engine recall test, you shall replace it."

So the manufacturer says, "You shall replace it." We tell them, hey, you've got this engine recall, you failed, it hasn't been fixed. Do you want us to replace it? The manufacturer says it's dangerous if you drive without it. He said, "Go ahead." Signed the document. So we replaced the engine, brand new engine. We did the mechanical repair, we did the body work.

Now, GEICO comes and they actually inspect the car, and they tell us what they are willing to pay, what they consider is a preexisting damage, what they consider is damage caused by the event.

We did exactly what GEICO told us to do. We didn't do anything that GEICO did not tell us to do. We are in the business of doing work. We make money, we make profit, we would love to do everything on a car. But if the customer says I'm not going to pay, it's only what the insurance company will do. We only

do what the insurance company would do.

THE COURT: Okay.

MR. MARTIN: We finished all the work, both in the mechanical and the body work on, like, July 27th. A month later, because Mr. Hackney had a rental car from Hertz, which apparently was far nicer than the car that was being worked on, a month later he comes back. So the car sat for a month.

When he comes back, he refuses to turn in the rental car. We said, Look, in order for you to get your car, you need to give us the rental car back so Hertz can have their car.

THE COURT: Let me ask you just for a second: Why is that any of Hyundai's problem? As far as is -- this is a rental car for GEICO? I mean, don't they take care of that?

MR. MARTIN: No. What happens is GEICO goes through us, and when the work is done, Hertz says, look, we -- in fact, the GEICO, apparently it was way over time, so they hadn't approved it.

But the problem was, when they get the car at our location, we agree to make sure that the rental car is returned at the same time. It's just practical.

THE COURT: Okay. I mean, you obviously drop off one car so you can drive the one off the lot.

MR. MARTIN: Right. Right.

And he couldn't drive two cars off the lot in the first place.

So we said, "I'm sorry, sir, that's just standard operating procedure."

He calls the police. The police come within ten minutes and say, "Mr. Hackney, you have to turn the keys over to Hertz, and you can take your car," which he did.

The second problem was -- so the first problem was, is we didn't do all the things that he wanted done because GEICO wouldn't cover it. And these are undisputed facts.

Number two, the problem was, the Hertz rental car that the police required -- and we didn't require that, the police did. The police said --

THE COURT: And who called the police?

MR. MARTIN: Mr. Hackney.

THE COURT: Okay.

MR. MARTIN: Okay. Mr. Hackney called the police. I mean, thousands of people have body work done and then you give your rental car back. But for the first time ever, this became an issue here involving the local police, who instructed him and required him to return the keys.

THE COURT: Okay.

MR. MARTIN: Okay.

The third thing was, is Mr. Hackney had a thousand-dollar deductible. He had a check that had been in his pocket and was all crinkled up. There's something called Telecheck. And our company, we have 12 dealerships, we have a contract with Telecheck, and you have to put it through the Telecheck machine, and if it clicks "yes," they will accept it.

Because what happens is, if the check bounces, Telecheck backs it up. So you have to put it through their machine and get them to okay it.

The check was so damaged it wouldn't work. It wouldn't go through the machine, and Mr. Hackney admits that. He admits that. So we said, "Mr. Hackney, I'm sorry, this check won't work. Do you have anything else?"

He said, Well, I'll use my sister's credit card, which he got the next morning. So he comes back the next morning, uses his credit card -- her credit card for the thousand dollars, and everything is fine.

THE COURT: Okay.

MR. MARTIN: The next thing we have is, he's out front with a big sign that says, "Unprofessional. Unethical. Harassment. Intimidation."

Okay? Then one of our managers, John Lyons says, Let's talk. What's the problem? Let's try to work this out. You've got a problem, let's solve it. If we hurt your feelings any, we're glad to do it. Instead of solving it, Mr. Hackney threatens to kill Mr. Lyons, and we have witnesses. And there's Request to Admit that he did not answer, that says, yes, he threatened the life of Mr. Lyons.

The second thing he did was, is he demanded money. He said, I want -- he said, "Call your lawyers, they'll know the number, because I want you to have a gut punch. I want it to hurt." And you don't know who you're dealing with, I want this money and I'll go away. Right from the start. Okay?

Obviously it didn't settle. He shows up with a second sign that says, "Untrustworthy. Lies, lies. Liars. Unethical."

And then he switches to another sign that says, "Lies, liars, bait and switch."

This goes on day after day after day, week after week after week, month after month after month. Over a year. This just goes on for a year. Every day.

Now, we brought an action saying this is slander. This is libel. We have a private right to an economic interest in our reputation, and I have submitted all

the cases to you that clearly say that you have no right under the United States Supreme Court opinions to tell a lie over and over and over again. That is the key.

The Supreme Court of the United States cases says the repetition is critical. We have had repetition like you can't believe. We have become the laughing stock of the entire county.

We have become the place that people call in and say, Well, we were going to buy a car from you, but now we are not. If you guys are liars, liars, and unethical, and you bait and switch, we're just not going to deal with you. It's cost us significantly, month after month in our sales, and the damages hearing will show how much our profits have dropped.

The reason we are here today is, is because, as a matter of law, there is nothing that we did that was a lie. There was nothing that we did that was fraud. There was nothing that we did that was bait and switch.

Now, bait and switch is a situation where, if I want you to buy a car, and I got a 20,000-dollar Mustang sitting in front of my dealership, and you come in there and I want to sell you a 40,000-dollar Mustang, and I switch you to that, that's what bait and switch is.

This gentleman never bought anything from us to allow us to bait and switch. And I've got a CFR reference for the definition of bait and switch that's in my memo, which I would like to incorporate into this argument. All the cases and the arguments I want to incorporate.

So how in the world can he accuse us of bait and switch when he didn't even come buy a car to get switched to another car? But his intent from the start was, I want to ruin your business, I want to cost you money. And, in fact, he threatened, as I said, to kill John Lyons.

THE COURT: Just so I understand, in this case has he counter claimed? Has he counter claimed?

MR. MARTIN: Yes, he has.

THE COURT: Against you obviously, but who else? Has he also filed any other claims against anyone else?

MR. MARTIN: Nope. Just against the dealership.

THE COURT: So he hasn't counter claimed against GEICO, nothing along those lines?

MR. MARTIN: No. No. No. Only us. And I'm going to get to the counter claim, because I'm asking for summary judgment on the counter claims, too, and I'll get to that in a minute.

So we talked about the repairs to the Sonata, we

talked about the Telecheck machine, we talked about the rental car, and we talked about his activities after he began protesting.

The constitutional argument is clear.

It says: "An injunction that is narrowly tailored, based on a continuing course of repetitive speech, can be granted after a final adjudication on the merits, that the speech is unprotected and does not constitute an unlawful prior restraint."

That is the Auburn Police Union case, Your Honor.

So we think calling us a liar, saying we do bait and switch, when he never even bought anything from us, saying we are unethical, saying we're fraudulent, that is as slanderous as you can get.

We've got in evidence affidavits of customers who called in and said, we're not going to buy from you any more. So the fact that the damages occurred and that liable and slander, as a matter of law, has occurred is true. The fact that it has repeated time and time again is true.

So we think, as a matter of law on our case, for liable and slander, that we are entitled to summary judgment.

He has had a chance to answer interrogatories. He's had a chance to answer Requests to Produce, and

there's been nothing that has been produced or answered that in any way puts those facts in question.

THE COURT: Okay. And did he answer your Request to Admit?

MR. MARTIN: He did, three months late.

THE COURT: Okay.

MR. MARTIN: Now, and that's the second motion. That is his motion, and if you want to talk about that now, I can.

THE COURT: No. No.

MR. MARTIN: But we can get to that.

But he did three months late, but a lot -- I think there were 17 of them, and I think, like, 11 or 12 he admitted, but we think all 17 should be admitted. But they are not necessary for the purpose of our summary judgment, in my opinion. Okay?

Now, let's talk about his causes of action. His first cause of action is for conversion. And by the way, he's had a lot of help from a lot of lawyers through this whole thing. Even though he's pro se, the fact that he confers with lawyers has been evident. He even put that in his answers to interrogatories that he's conferred with lawyers and filed motions based on conversations with lawyers.

Remember, we had a Motion to Stay that we were

here a couple months ago, and he said his lawyers told him to do that.

So this is not exactly a pro se case because there are lawyers behind the background helping this gentleman.

Now, first of all, conversion. The only claim for conversion is, is that when he showed up a month late for his Sonata, and got the Hertz car at our dealership, he had to wait ten or 15 minutes until the police came and told him to give the Hertz back when he got his Sonata. So there's no conversion here.

We did not use it for our use, we did not drive it, we did not take any advantage of it. We simply waited until the police came. The police said, for heaven's sakes, give the darn car back. And he did, and he went off.

So there is no fact to support a counter claim for conversion.

Deceptive service tactics. The first one he says is, "In order to maintain a cause of action under the South Carolina UTP, you must show, one, that the Defendant engaged in an unfair or deceptive act in the conduct or trade of commerce."

Two, "The unfair or deceptive act affected the public interest."

And three, "That the Plaintiff suffered monetary or property loss as a result of the Defendant's unfair or deceptive practice."

We think, as a matter of law, there is no evidence to meet any of those particular requirements.

The first thing is is he claims that, in his statement, that it was unsafe to drive the Sonata, was an unfair service practice. Well, we represent Hyundai. Hyundai sends out a document for a recall, and they say it's unsafe to drive this car with this problem. If you have a motor that fails, replace it.

So it is not a deceptive service tactic for us to do exactly what our manufacturer requires. Manufacturer said, We'll pay for it free. He got a brand new engine for free. So how in the world could it be deceptive or unfair if we say, Look, Hyundai says your engine's bad, it needs to be replaced, and they'll do it for free, and he says okay?

How can that be an unfair service practice. Okay?

The second thing he says is, "Disclosing the manufacturer's safety and recall information to a customer is somehow unfair or deceptive."

I mean, how could that be unfair or deceptive? Okay?

THE COURT: Say that again, disclosing a recall

information to a client --

MR. MARTIN: Yeah. Disclosing the manufacturer's safety and recall information to a customer cannot be deceptive. Okay. Why would that be deceptive?

THE COURT: I would think failing to could be.

MR. MARTIN: I would think so, too. But here we are, you know. I'm just waiting for Alice to come in from Wonderland. I think she'll be here in about 20 minutes.

I hope you take that in the jest it was meant, Your Honor.

The next thing is, he also claims that the failure of the dealership's Telecheck machine to read the check was a deceptive service payment tactic.

Again, I can't tell you how many of my clients, and I represent dealers throughout the state of South Carolina, who use this Telecheck, which is very reputable, very sensible because you don't want to have to fool with bad check law, and you don't want to have to go sue people for bad checks. So you just sign a contract with Telecheck, and if they got a machine and someone crumples up their check because it's been in their back pocket and it doesn't work, how can that be a deceptive practice? You see my point?

THE COURT: I understand.

MR. MARTIN: So I think, as a matter of law, the deceptive service tactics go out, as does the conversion.

Now, violation of constitutional civil rights is his next cause of action, and there is no evidence that Defendant's constitutional rights have been violated.

Defendant does not have a constitutional right to publish defamatory statements. We have already gone through that law. Okay?

So if he's publishing defamatory statements, how can we possibly be denying him his constitutional right to slander us?

Defendant seems to confuse constitutional right to some imagined right not to have his feelings hurt. He's complained that people are yelling at him and doing not nice things when he's, of course, out there every day trying to make sure the people that work there don't make a living.

So if somebody goes by and is unhappy with him and says something negative to him, that's not a denial of a constitutional right. It might hurt his feelings, but it has nothing to do with his constitutional rights.

He also claims that some unknown person stole his car keys or opened his car windows and doors, which are

totally unrelated to any constitutional claim. He has no evidence of it. He reported all these things to the police. There's been no arrests made, it's been months and months ago, and there is no connection. He's not been able to come up with any evidence of that.

But there is, again, I cited a Cousins versus Higgins case, Your Honor. And it comes from a district court in Maine.

By the way, I have copies of cases if you would like any of them. I got a whole bunch of them. If you want one, I'll be happy to give it to you or your law clerk.

But the Cousins case, apparently there was this guy that ran this restaurant in this harbor in Maine, and there was bad blood between the voluntary fire department and him. And there turned out to be a fire in the -- they lived apparently above their restaurant, there was a fire in the house. He claims that the fire department didn't put it out because they didn't like him. Okay?

So they put a big sign in front that said something bad about the fire department, and apparently one of the firefighters came and stole the sign. Okay.

So they got sued by the owner of the restaurant for denying their constitutional right to free speech,

and the district court in Maine made a finding that freedom of speech, by stealing a sign the Plaintiffs erected in front of their burned building after a fire, where the firefighters were not acting under cover of law was not actionable. And the Court dismissed it as a matter of law.

So there is no evidence that we stole the signs. And, of course, he was out there for over a year, and he simply had other signs. So what I'm saying is, even if we stole one sign, even if he could connect it up, which he couldn't, he reported it to the police and we've got the police reports in the record, and the police said we have no evidence of who did it. We can't arrest anybody, we don't know who did it.

And you know how busy 278 is. I mean, for heaven's sake.

THE COURT: How do you steal a sign? Because I thought Mr. Hackney was out there with the sign. Am I not correct?

MR. MARTIN: Well, I don't know how it happened, but that's what he says. That's what he says.

THE COURT: Okay.

MR. MARTIN: Maybe he was on a bathroom break, I don't know. Maybe he was having lunch, I don't know. All I know is no one, and we have affidavits, no one at

my company was ever instructed to harass him or to do anything that would connect the company to any kind of activity like that. They were instructed to leave this guy alone, and that's what they did.

So even if one of our employees, even he could prove it, did this, it would not be to further the purpose of our business. It wouldn't be our responsibility. So we think that the violation of constitutional rights cause of action comes out.

The next cause of -- and, again, reading his complaint, and I think it's about 190 pages, it takes some effort to try to figure out what was in there. But the other one, I think, he was suing for standard business guidelines and practices not followed.

Now, Mr. Hackney contends that he is an expert on business practices, and that's something that he's good at, and he's claiming that our business practices were inappropriate. But he's failed to identify any standard business guidelines or practices that the dealership has the duty to follow.

What he's identified himself as an authority and what could constitute business practices, but he's not told us how we've got an actionable, something that you could sue over. What did we do?

You got a busted up car, Mr. Hackney. You're

going to need some body work, you're going to need some repair work. Your insurance company needs to figure out what they are going to cover, what they're not going to cover. You are going to need a rental car, and when it's finished you're going to have to return the rental car. Where in the world in all of that is there a bad business practice? I mean, it's just not there.

So we think that this is a case for summary judgment, not only on our cause of action, but also on the Defendant's counter claims. And I was just handed 190-page volume, just like you were. If this is what we are going to get, can you imagine how much time and energy this court system is going to be weighted down by this thing.

Here we have a very simple factual scenario that is undisputed. It is time for this gentleman to quit using the court system as a hammer to punish my client. And we are asking the Court to bring an end to this nonsense, and let's move on to bigger and better things.

I have practiced law for a long time. I have represented a lot of clients, and I love what I do. But honestly, I have never ever run into a situation like this before. And while, yes, we have some unusual

issues dealing with the first amendment, I think I have thoroughly shown where there is the repetitive action that the United States Supreme Court said, telling a falsity, that is not a free exchange of ideas. And if it's repetitive, the Court, all the way from Felix Frankfort, which was the first biography I read when I was in high school about Felix Frankfort, he wrote the opinion that said, "A false statement is not protected speech."

I think we have shown as a matter of law that these statements are false. We are not liars, we are not liars, we are not unethical, we don't bait and switch. How this gentleman can even put that in here, I don't know. But it was his intention to hurt us. He said he was going to do it, and by golly, a year later, he's still doing it.

The only other thing I forgot to mention is, is that after the day that he threatened John Lyons, to kill him, our security officer was worried that he might go and do something rash. So he left our dealership, and Mr. Hackney drove to the Wal-Mart. Our guy followed him to the Wal-Mart, parked his car and observed. Because how many times -- I mean, we just had Pittsburgh on Saturday, where people were killed in a synagogue. There's crazy people doing crazy stuff

all the time. And our security officer wanted to make sure he wasn't going back to get a gun and to do what he promised he was going to do, and that was to kill John Lyons. So he went and parked his car in the parking lot and observed. And what happened? Mr. Hackney came to him. And that's what the video shows. We've had so much of the video.

THE COURT: Your security person followed him by car to Wal-Mart. Did he go in the Wal-Mart with him?

MR. MARTIN: No.

THE COURT: He just sat in his car?

MR. MARTIN: He sat in his car, parked away from Mr. Hackney, and waited to see what happened. Mr. Hackney gets out of his car, and that's what the video shows, goes over and threatens to wrap a six-iron around the neck of our security officer. Okay? That was it.

THE COURT: Okay.

MR. MARTIN: So is there anything wrong with a security officer who hears this threat of death to go and make sure that something bad is not going to happen when the guy parks next door? Is there something wrong with that? It makes perfect sense.

And we did not get out of the car, we did not go into the Wal-Mart, we did not knock on Mr. Hackney's

door. Instead, Mr. Hackney got out of his car and came in and threatened to wrap a six-iron around the security officer's neck. So that was two threats in the same day.

We didn't know who we were dealing with. We hadn't seen him in months. He is from Atlanta, we had no relationship with this man whatsoever. So I had left that out, and I apologize. But the bottom line is, we have a case in which he has intentionally ruined our reputation. The case law says, with a permanent injunction, if it's repetitive, you can shut down a property right that's being damaged, and the cases say that a property right is your economic reputation if you're in business.

It has really made a difference in this community for our client, and it's ready now to stop. Okay?

THE COURT: Off the record.

(Pause in the proceeding for another case to be heard.)

THE COURT: Come forward, Mr. Hackney. Thank you.

I appreciate you letting me take them. I did have them scheduled at 10:30, and I don't like to keep kids out of school.

So Mr. Martin, anything else you need to put on the record?

MR. MARTIN: I don't think so. I don't think, other than I got 190-page notebook for the hearing that I have not read. That's the only other thing.

THE COURT: I haven't either. So we'll both need a little time to do that.

All right. Mr. Hackney, why don't you go ahead and respond to his Partial Summary Judgment Motion.

MR. HACKNEY: You know, one of the reasons I'm representing myself is I'm in the events. I'm there when everything is happening, so I don't hold it against him or John Lyons for some of the information, but I'm going to go and correct some things because I'm there. I'm going to go backwards first and then go to the very beginning.

Here is the Wal-Mart video. That is a mistake -- misstatement. I was protesting probably 21 days, and their truck mirrors me, it's on their side all day, ten hours a day, which is fine. I parked in Wal-Mart. I walked over to Wal-Mart, and the truck followed me and, again, they followed me at other places, but I never could get --

THE COURT: Did you walk over to Wal-Mart?

MR. HACKNEY: Yeah, right. I walked where I parked.

THE COURT: It's kind of far.

MR. HACKNEY: It's a big -- yes. So I didn't want to park, you know, after this event, the state trooper said I could park there because I was scared to go back to my car.

So they mirror me all day and park, which is fine. Wherever I go, they go for ten hours, which is fine. So --

THE COURT: Who is "they"?

MR. HACKNEY: Their security people. Literally. I go over here, I go over here, I've been thrown out of here, doesn't matter. That's fine. It's their property.

So I had a meeting with John on the 13th and a follow-up meeting on the 15th.

THE COURT: Who? John Lyons?

MR. HACKNEY: Yes, sir. Yes, ma'am.

THE COURT: Thank you.

MR. HACKNEY: And I said, Look, you know, you guys are -- by then I'd had my car keys stolen, two signs stolen. They cursed me, they drive their golf carts up. I said just --

THE COURT: Who is "they"? Who are you talking about?

MR. HACKNEY: Their employees, their salesmen and their -- and the general manager. And so I said, Can

you just leave me alone. You know, we disagree, that's fine. You sue me, I'll see you in court. No problem.

Well, on the 20th, their security vehicles followed me all day. It was around 6:30, so he followed me, and where he goes, as I walk across, he's just sitting there. I saw him cross, and he came to Wal-Mart, and he went right in front of me and turned around.

Now, I've seen him follow me up to the gas station, different things like that, but I never could get him on video. Well, he parked in front of the video.

So I waited about five minutes, he just stares, just pointing at me right there. And so I waited about five minutes, as it was recording, and I walked over and said, "Quit following me." I said, "I don't mind you on your property, but you have no right to come over here and try to harass me and intimidate me." And next time I'm going to be offensive because, you know, at that point, I was a little scared. I mean, when I left town I got on 95 and got to the other side of the state, the way they -- what they had done to me.

So I called the sheriff. So his point saying --

THE COURT: You called the sheriff. Which sheriff?

MR. HACKNEY: Yeah. I called Jasper County to come get the video.

THE COURT: So you called 911 or you called --

MR. HACKNEY: Yes -- no. The next morning, you know -- I thought about it. Because John, we had a good meeting on the 15th. We disagreed, but he agreed to leave me alone. So I just didn't do anything. So the morning, I went to the police station, asked for Lieutenant Morris. I said, Look, go get this video. I mean, they don't have any right to follow me. I'm a -- I mean that's insane.

And so he got the video, and he was surprised. And he charged them on victim notification form, harassment with assault and battery --

MR. MARTIN: Your Honor, excuse me one second. I would object to any of the hearsay that's coming in. There's no affidavit --

MR. HACKNEY: There's a police report.

MR. MARTIN: Would you please let me finish and --

THE COURT: Hold on a second, sir. He can object.

MR. MARTIN: It is total hearsay for him to say what Officer Morris did.

MR. HACKNEY: Okay. Well --

MR. MARTIN: He's had the opportunity -- this motion has been filed for months, he has no affidavits.

I would object to any hearsay of a statement out of court offered to prove the truth of the matter, sir.

MR. HACKNEY: Well, there's proof.

THE COURT: I understand.

MR. HACKNEY: So anyway, I got the video and they filled out a victim information form, harassment with assault and battery and intimidate. And I went up there for ten days to go see if they were going to file charges that some sheriff came -- it's hearsay, but somebody came out and said we're not going to do anything.

So that's when I tried to get the video --

MR. MARTIN: That would be a continuing objection.

THE COURT: It's a running objection, obviously. I'm not going to consider anything that's hearsay.

MR. MARTIN: Okay. Just in case we have the next -- I just want to protect the record.

THE COURT: I understand.

MR. HACKNEY: But his -- to his point, it was -- they didn't follow me after I made the threat. Okay? When the police got the video and said, do you want to do anything, I told Joe Peacock, I said, You know what, I'm going to able to talk to John and just see if it wasn't a very aggressive security person that, you know, was on his -- acted alone. Because I just, five

days earlier on the 15th, this was the 20th, said I just talked to John and everything, you know -- we disagreed, but, you know, it is what it is. And all of a sudden the security guy's following me around, you know, to harass me. And I said, Let me go talk to John and see, you know, maybe they -- you know, he didn't -- you know, it was a rogue security person acting on his own.

Well, I went there and John said, "No, I ordered it." And I went, I thought we just had a conversation you wouldn't do that.

Now, so, when he said it was after a conversation that he followed me, that's false.

And number two, I tried to -- I didn't want to do anything about the video. Then I tried to get the video and they wouldn't -- it didn't work, and then you helped me get a copy of the video.

But, I mean, that's part of the unprofessional, unethical harassment. I don't know the laws, but I've been told by the laws, because some people stop by their attorneys, I don't seek any attorney anybody.

But, I mean, I'm protesting, and they follow me over all day, they follow me over, and then, you know, and so it wasn't what he said. I went over there just to say, you know, maybe -- when they, when John said he

ordered it, I filed the charges, and they did a victim notification form. But nothing ever happened on it. So I wanted to correct that statement. And there's a copy of the video.

Going back to the very beginning, I did go through a pothole, I brought it in. I don't have any issues with GEICO. I have been with GEICO for over 20 years. They said they did all the different things. The car was there for 90 days, not one month, and I came back, there was cobwebs, roaches, and there were seven items not completed.

Now, they said GEICO wouldn't do anything. Well, I met GEICO in the Wendy's parking lot, and he approved seven items. And one of them was standard, it were caused by the accident, for over $2500.

And also GEICO covered my car rental. So when I got upset, I said, You guys waited 90 days and seven items and they blamed GEICO. I said, Well, how can a layman -- I don't know anything about cars -- go to Wendy's, and the guy goes, That's all related to your damage and cut me a check. So I don't think they did their job. And one of them is a standard part.

I ripped my muffler system off. And there's an undergarment under your car that came off and ripped the muffler system. But they put the muffler system

back on, but didn't put the mid-section undergarment. And I called back, and they did a supplemental, but all they did was put the undergarment over the radiator. And I'm sitting there going, How do you not replace that? And what bothered me is they're blaming GEICO, and I'm like, well, okay, maybe GEICO approved it. So that was the supplemental which actually started it.

THE COURT: Let me ask you a question, Mr. Hackney.

MR. HACKNEY: Sure.

THE COURT: So GEICO cut you a check?

MR. HACKNEY: Yeah.

THE COURT: They didn't pay Hyundai direct?

MR. HACKNEY: The damages that they fixed, GEICO paid. But my concern was, like, there's a lot of stuff that's not done. There's a window that's cracked, a front bumper that were associated with the pothole. I went seven days later and said, look, I know you -- there was somehow you didn't approve these, and my argument is, I don't think you told them or something happened. When I literally pointed out these, the same accident --

THE COURT: This was a supplement. You said, listen, the source of these is my hitting the pothole, you need to cover these as well?

MR. HACKNEY: Yeah. And I just point --

THE COURT: And GEICO agreed with it?

MR. HACKNEY: Boom. Seven items.

THE COURT: And they just ripped a check off like they --

MR. HACKNEY: Yes.

THE COURT: They didn't say take it back to --

MR. HACKNEY: No. Cut me a check in the parking lot.

THE COURT: Okay.

MR. HACKNEY: And so that happened. So let's go back to the conversion part.

So I came up there, cobwebs, and nothing was done on my car, so I'm a little upset. And I asked to talk to owner and part of the lie, they said -- I said, Can I talk to Jessica's boss, and they sent me to the new car salesman.

THE COURT: When you say, "the owner," are you talking about Hyundai now?

MR. HACKNEY: Yes, ma'am. Yeah, I'm sorry.

So I went to go get my car. When I saw nothing was done, there was cockroaches and cobwebs in my car. I asked proof of my new engine. They said they don't have any, but it looks new. There were seven items not missing.

I said, You know, I just wanted to speak to the owner, or the general manager, say my piece and head back to Atlanta. I'm in shorts, sandals, and a cap and T-shirt. I drove up and I'm heading home.

Well, you know, typically I find it's a standard, when you ask for someone's boss, you go vertical, right? It's a standard. I mean, I don't know if there's a rule, but that's the way it works in business. If you're talking to Delta, you ask for a manager of reservations, you go up.

Well, they send me to this person who came out, introduced himself. About ten minutes -- three minutes in the conversation, I said, "Who are you?"

He goes, The new car sales manager. And I knew it wasn't the service person because he said -- he was making excuses to everything. So I ended the conversation, went to go back to payment. I misplaced my debit card, so I had this old check, so I thought it would work.

Now, the machine said it didn't work. I was a step ahead. The next day, when I came back, I went to Wal-Mart and I went to Publix, and that check went through their machines just fine.

I came back and gave a credit card. So I -- when all that stuff happened, they wouldn't take my check.

They -- all the stuff, I said, Time out, I'm going to come back in the morning. Came back in the morning, here is my thousand dollars.

Now, my expectations was there's my service order contract. I owe you a thousand, I paid you a thousand, give me my car. Wouldn't give me my car. We want the Hertz rental car.

So when he says it was kind of a soft no -- it was, you're not getting your keys, we want the Hertz rental car. I said, That's in my name. GEICO is covering it. It's Saturday afternoon, the Hertz is closed. I already made arrangements to go to Savannah and drop it off, because I didn't trust them. And I was like, You have no -- those are two mutually exclusive contracts. And they wouldn't gave me my keys.

And so when I got a little upset is because all that stuff happened. I finally said, You know what, you won't take my check, all these things are wrong, you won't let me talk to someone so I can say my piece. Here's my thousand dollars, let me go home. No. Wouldn't give me my car.

That is conversion at that point. A conversion of property. When I am assured that Hilton Head service order, and they wouldn't give me my car.

So I called 911. Of course, the sheriff came out. He went in there and talked to them, and came out, and I showed him my receipt for $1,000 and all that, and he said, Well, there's a balance of $325. I said, So what? That's a -- you know, you can drop rental cars all the time. Who cares? It all settles up.

He forced me. He said the only way you're going to get your car -- that car wasn't reported stolen. I could have driven the Hertz rental car away.

But I had to return my car, the Hertz rental car, to get my keys. And I was furious at that point. I'm like, This is insane. So I said, You know what, I'm going to go make a sign.

I've never done that, Judge, in my whole life. I said, I'm going to make a sign and be a kind of a good samaritan, say this owner that they won't let me talk to, which is suspicious, I'm going to make a sign and he will probably come out in a few minutes and I'm going to say my piece and get back.

Well, immediately, in the golf carts, mother f'ing me, cussing me up a storm in their golf carts, driving on 278, flipping me off, calling me a crackhead. I'm like, All right. I'm a Christian, so I didn't come on Sunday, so I came back on Monday. I said, I'll be back. You know, I'm a tough guy, I'm not going to take

that.

THE COURT: And this car came from -- you live in Atlanta, and you have a sister that lives in --

MR. HACKNEY: No, it's in Atlanta.

THE COURT: -- Beaufort County?

MR. HACKNEY: No.

THE COURT: So you are driving everyday?

MR. HACKNEY: No. I stayed here for a year. Yeah.

THE COURT: You stayed here. Okay. You stayed here for a year. Because your friends or your sister are here?

MR. HACKNEY: No. I made it -- you know, I'll jump ahead. You know, this is not about the money. It's about -- I came in front of you before, they tried to do a restraining order of me, and when you have your -- when you go back -- so I'll go back to Monday. When I walked back to my car at Wal-Mart, I got two Mac computers in there worth about $4500 sitting in the back of my car. When you work -- well, now, they're cursing me and flipping me off, and making fun of me and calling me a crackhead, and telling me, We know where you are staying.

All right. So Monday and Tuesday, I walked back to Wal-Mart, all fours doors were open, windows down,

car's drenched. Two Mac computers are still there.

Wednesday, I'm having dinner at Outback, come back and the signs are stolen out of the back of my car. Mac computers are still there.

So I don't know, you can call it what you want. But, you know, when I told this story to everyone, no one ever said, Well, how do you know it wasn't Hilton Head Hyundai?

So how do I know my two signs -- how do I -- they said, Yeah, well, sometimes I talk to people and lay my sign down.

So one day, on December, I laid my sign down, right at the entrance, flat, and I walked about a minute and 13 seconds to go get some water in my car. I turn around, and one of those white vans that's parked over at Jeep, pulls up, two guys jump out, throw the sign in and drive back in the dealership.

On Labor Day, when the sheriff said, well, you got to go home, and I'm like, Why do I have to go home? I'm not doing anything wrong. And Sheriff Malphurs said, It's time for you to go.

I said, You know what, guys? I'm going to go take a break, but I'm going to be back because you're not giving me any reason.

So I laid my sign down on the stop sign, but I

forgot my keys because I hid them in the grass because I already had one set stolen about four days earlier. So I walked back, get the keys out. I turn back around and stop 50, 75 yards, a guy from the dealership runs out, steals my sign, and runs back into the dealership.

So I chased him. But I'm 52, I can't catch him, but I stopped before the ditch, and I'm cursing like a sailor. Sheriff Honeycutt sees it, he's parked right there to make sure I leave. I'm sorry, but he kind of was.

THE COURT: Sir --

MR. HACKNEY: No, he was over there, so he saw it. And I walked over there, I walked and said, Did you see them steal my sign? He goes, Yeah, but I don't know where they went.

At that point, I said, I see how this is now. The sheriff's not going to do anything. So I flag down -- I flag down a Hardeeville policeman that come by and saw me. They know I didn't have a sign. I have a letter from him that I flagged him down because my sign was stolen, even if they don't have jurisdiction. I didn't have a sign. Where would I have put it?

I parked at Wal-Mart. I mean, it's gone. And you know what -- and so Sheriff Honeycutt comes around gives me a no trespassing notice. So I chase a

criminal that stole my sign into the dealership, and I get a no trespassing notice.

So you ask me why I stood out there for a year, because I'm from Texas, and you know what? It is a shame, but when I'm up there just exercising my First Amendment rights and I get my signs stolen, my car broken into, my keys, my briefcase, witness two signs stolen out of my car -- I mean, what would you tell your son? Go home and give up?

So, you know, I'm fighting because, like, this is not a one off. This is -- this is what they are doing to other people, my opinion or hearsay. And hearsay is in there, like -- but I'm in these events.

So hearsay, of my understanding, is if you two talk and I try to guess what your conversation is. I witnessed two signs being stolen and going back. And you know what's disheartening is I couldn't go in the dealership because -- and I can't call the sheriff, because he's not going to do anything.

You know, so when I even did the video, I mean, I don't know the rules, but I know enough in common sense, if I'm protesting a business and I go off their premise (sic), and it's really -- it's Article 4, I looked up the code. If you follow a person to another premise with the intent to do surveillance, that is

harassment one. And they didn't get charged.

So the sheriff doesn't do anything. So, you know, I just -- what's funny is in my mind I kept going, If they would just leave me alone, I'm going to go back to Atlanta. But then something else would happen, and I prayed back about it. You know, I said, I'm just going to make a stand, because it's not about money, it's about you guys want me to leave. You're bullying me, you're harassing me, which you probably do to other customers. And you know what, you picked the wrong guy.

And it's just not right. So, you know, that's kind of where I went to, and there were crimes committed. Conversion, theft of my signs, harassment in the parking lot. And I submitted on all those police reports, and if you read them, which you have copies, they didn't even do anything. They never called me once, they never even followed up. And if you can read anything, they did anything.

So in May I sent all of those to Sheriff Malphurs, 98 pages. I actually went to the Governor's office, and I went to SLED because nobody was doing anything. I reached out to your office, you helped me get the video. They wouldn't give me a working video, it took 60-some days. They said that's all they're going to

give me until you send an email, and suddenly they gave me a working video to play.

But I went to SLED, I went to the Governor's office saying, Please help me, they are not doing anything. I mean, I'm getting killed out here.

And I, on April 27th, I dropped these off, 98 pages, ten tabs, saying can you follow-up on the police reports? Can you answer why you didn't do this, or what happened? Did you do anything, because it doesn't seem like anything happened.

Now, this is disheartening. I don't care if they acknowledge that and say well, come on in, Greg. They know who I am. That's not this. We disagree. That's the law. Just answer me.

And if I don't like the answer, that's fine. We disagree. Seventeen calls, ten visits, no response.

THE COURT: From the Sheriff's Office?

MR. HACKNEY: No. So I sent a certified letter. Said, well, maybe Sheriff Malphurs didn't get it. So I sent a certified letter to him, also sent it to SLED, also sent to the Governor's office, Lee Moray (phonetic), she is the only one that responded. Nothing.

And so the reason I was late getting my documents to the -- when I sent this out, when I sent this in

April, I was getting ready, because I knew he was going to start sending me discovery. Well, I was waiting on this, and he sent me on May 14th, I hadn't got this back yet, so I did a motion, can I stay? Because I didn't know how to answer that. Didn't have -- I couldn't answer all the questions, and that's all I -- that's all the reason it was delayed.

And so when I met with you and you said, do it -- do -- you know, fill it out, six days later they had all the stuff.

So all the different stuff, six days after that. So I didn't try to hold anything, delay anything back. So that's the supplemental conversion, the rental car. I don't have a problem with GEICO.

The First Amendment rights, do I think that? I mean, you have a right to stand out there. You may not like what I do, but, you know, when they do that to you, that's a shame. And then they -- and then the lies are just cohesive, and it's -- it's -- it's not even -- you know, the only sorry I got was, well -- you know, I said you guys are stealing my signs and cursing me, you can't do that to me, you know. You follow me to Wal-Mart.

Well, you know, they are upset they're not selling cars. That is not a thank you, that's an excuse. And

that's all I've got. So I put my earphones on and I went out there every day, and I don't think that -- I think the jury needs to hear this.

What is disappointing is that he filed this motion. Well, he filed a suit September 20th, and a year later, there was no other documentation. So I guess a year later, right before trial, which I probably don't want to go to, they do this partial motion.

And my understanding is, is that I've done 1500 pages here and another half deck to this Court of Appeals, you know, because they appealed your restraining order when you ruled for me. So I have done so many things.

Another 700 pages to that court. So I'm engaged. I don't think I'm tying up the Court's time, like he says. I'm a citizen, I have a right. And I think I have the fears of my peers to hear me, and it's not hearsay.

The reason I'm handling this myself, Judge, is because these things happened to me. It is not hearsay. They can believe me or they don't. You know, people say I'm trying to extort money. You know, I don't have any money, I'm still here a year later. Typically I find when people try to get money, if they

don't get the money, they move on. This is not about that. It's about standing up, what they're trying to take away. I said, No, you're not going to do that. I don't care if you have, in my opinion.

The sheriff won't respond, so I can't go to Hardeeville. So anything that happens, it is a pretty good deal because I really can't do anything.

The only thing I have is two feet. Because the sheriff won't do anything, they won't do anything, so all I have is two feet, and I did that. And I only stayed one year. I told myself I'd stay a year, and I haven't been back since. You know, I do have to go to work.

So, you know, that's kind of it. So this motion, I guess what they're asking this is that my testimony means nothing, and part of what I read is that I can't give you all the facts. In my documentation I put those ten tabs. I wish I had more testimony, but I'll be able to call sheriffs and witnesses to the signs, but I can't get the sheriff to respond to do that. So I'm just going to call them up on the stand. They witnessed the conversion when they wouldn't give me the car, because I got my keys from the sheriff, not from Hilton Head.

Officer Dodson, Honeycutt was there. Honeycutt

saw that. So I was getting all this information for you, but I can't submit it to get -- to be fair to me, I can't really submit all the information for his motion. It's my word. But I'm in the events. And I attempted to get more documentation and affidavits, but the sheriff won't respond to me. And that is disheartening.

So I guess the partial motion is they're asking -- he's asking you, a year later, when this should have been done -- if you have a problem, do it right after the event. But a year later, when I went through the mediator, spent $2100, so I've done that. Didn't work out. So the trial is right around the corner. I asked you, I said, what -- what -- I didn't even know you could do this. They are asking you to make a decision on this and do damages without a jury of my peers.

And I'm, you know, I -- I just ask for mercy of the Court to let me -- let them hear it. I'm serious about this. I've done my documents. I've turned in my stuff. When I had a question, I came to you, and I'm sincere about it. It's not about money. I don't think a person stands out there for 250 days and hasn't gotten paid, if it's about money.

The counter claim I did was 90 days later. It wasn't right when it happened. I didn't even know

about a counter claim until somebody said, why don't you -- better do something just in case. I said, All right. Didn't put a dollar figure on it. They're not putting a dollar figure on it. And, you know, my whole thing is you know what, I'm going to stand up for my right as a citizen, based on what they did to me. You can call it hearsay, but I'm in these events, and I'm going to tell my story.

And I told him, I said, let the chips fall. If I lose, then I lose. But I'm -- I don't care about that. I think it's right for me to stand up, what happened to me, let them hear, and if they feel otherwise, then I'll lick my wounds and go back to Atlanta, but that is what I'm asking the Court to do is -- but I take this serious. This is not a game to me. You asked me in the first trial, Mr. Hackney, you know you are being sued, I'm like, Absolutely.

But you know, what would you tell your -- I mean, I -- what would you tell your son? And I'll close with this. You know, if somebody came, they stop by all the time, and I tell them my story, you know. And they have to prove that I'm a liar. That's what -- that's offensive to me. I'm not a liar. This happened to me, you know, but he misquotes a lot of things. And that's okay because he's not in the events, neither is John.

And they're far removed, and when you have layers, things happen.

And, you know, the most unique thing is a gentleman told me one time, he said, you know what, he goes, I don't care why you are out here, I don't really want to know the story. He goes, whatever you're here for, you believe in it, and you believe strongly. I said, Yes, I do.

You know, because this happened to me, and it shouldn't happen. You know, it shouldn't -- what they did to me -- and I can't even go do anything about it.

I can't call the sheriff. He laughs. You know, they don't even come out and do anything, or do a police report. They don't even respond.

You know, here is the good ole' boy network and stuff. Well, let me tell you something, that's wrong. That's wrong. And I'm not from here, but I am a citizen, and you know what, all these people in Jasper County and all the other stuff that happens to a lot of people like that, I stand up for them and I tell them that. Because the Lord has blessed me, I don't have to go back to work tomorrow. He put me here for a reason, and based on their tactics it didn't work.

And I want the jury to hear that, and I ask for your mercy of your court to let me do that, but I'm

serious. I don't want to take up your time. I -- maybe you don't understand all my language and stuff, I'm a little ADD, but I filled it out the best that I can. I'm sorry if you have a hard time reading it. That was not my intent. I do the best that I can. I study.

I've been studying how to do a court hearing. I'm probably going to have a lawyer here to make sure I don't -- I flow right, but I want to handle it myself because I want them to hear -- not from another person, not about money -- I want them to hear what happened. And let them be my judge. And that's all I ask. Thank you.

THE COURT: Thank you.

Mr. Martin.

MR. MARTIN: Just -- I don't know where to start, but I think that I'll start with this harassment stuff.

The only admissible evidence that's before you in order to make a decision on a summary judgment, the Defendant has presented no admissible evidence that any of these acts were committed by the dealership. None.

The Jasper County Sheriff's Office investigated Defendant's claims about his keys and his brief case. Those are Exhibits P and Q. The sheriff's office did not find sufficient evidence to bring charges related

to the Defendant's claims. And when he answered interrogatories, he said, quote, "Someone dressed like, in the similar manner to a Hilton Head Hyundai salesman took his sign."

He didn't say -- in fact, he told me several times, I'm not saying your people did it. I'm not saying your people did it. In fact, he called me up on the phone, I was in Greenville, he called me up, I'm not saying your people did it. I have no evidence that your people did it. Well, that is not what you just heard today.

But in his answers to interrogatories, he clearly said, the only thing he said was that someone dressed like someone who was a salesman.

And what do salesmen dress like? They dress comfortable in the summer, just like everybody else.

So there is absolutely no evidence in the record. What this all is about is him coming in and getting his car worked on, both the body shop and the repairs and the rental car. That's what it's about.

Then he makes a threat to kill someone. Then he makes a threat to wrap a six-iron around someone's throat. The only person who has escalated this, the only person who's calling someone a liar and a cheater and an intimidator, and trying to ruin our business is

Mr. Hackney.

He can talk about being a Christian, he can talk about the Bible, I don't think any of this would be approved by any proper Christian. What he has done is he has intentionally -- and he hides behind, Oh, I'm just -- I have the mercy of the Court, I'm representing myself. 250 days he's been there trying to ruin our business. For what?

He clearly said GEICO, after we fixed everything that GEICO approved, met with him in a Hardee's (sic).

Now, what did that adjustor of GEICO know? He knew that Mr. Hackney was out there protesting. He knew the guy was off his rocker. He knew that if he said no, he was going to get sued. So he writes out and approves these things after the fact.

He never sent it to us, and Mr. Hackney just pocketed the money. He didn't even get the darn car fixed. He just pocketed the money.

But that proves that GEICO was in charge. There is no evidence that Mr. Hackney said, Please fix the car, anything my insurance company doesn't cover I will pay for. We would have been happy to do the seven extra items because we would have made money. We are in the business of fixing things.

But GEICO said, No, we're going to only fix these

things, that's it. That's what happened.

So he then calls the adjustor after the fact, meets him in a Wendy's parking lot and says, What about this? And the guy says, I'll pay you for that.

THE COURT: I understand.

MR. MARTIN: So today is the day to bring the circus to an end. It's the appropriate day. October 31st. Halloween. What a better day. It needs to stop.

He can go on and on and on. The facts just keep changing, but you have a record. We have a system. He gets his advice from his lawyers, he's chosen to come here because he thinks it's an advantage. It's time, after a year, for this to end. And I'm asking your help.

MR. HACKNEY: One more time?

THE COURT: No, we're not going to go back and forth. We could be here all day.

MR. HACKNEY: That's fine. Fair. We're good.

THE COURT: I've got a roomful of lawyers and people behind you.

MR. HACKNEY: Yes, ma'am.

THE COURT: So this is summary judgment. You all have been going on for at least an hour.

MR. HACKNEY: We're good.

THE COURT: I want to make sure that we've got as part of the Court's record everything that's submitted. So I need from you everything you submitted, Mr. Martin, and I'm going to go ahead, Mr. Hackney, you said this was for me. So I'm going to make this your defense exhibit. Okay? And we're not going to talk about whether or not it is timeliness or other things. This is just what you submitted on your behalf.

MR. HACKNEY: Yes, ma'am.

THE COURT: So I want to make that a defense exhibit. So I'm going to nominate you, this is Defense's 1.

And is it okay if I keep that?

MR. HACKNEY: That's for you.

THE COURT: Okay. Mr. Martin, I need everything that you submitted. Did you bring an extra copy or -- do you want us just to print it in order to -- Margaret, how is the easiest way to do that?

THE CLERK: I can do it.

THE COURT: So if you don't have copies, you did say you had copies of case law to give me; is that correct?

MR. MARTIN: I do. Yes.

THE COURT: So I'd appreciate copies of his.

MR. MARTIN: And the police reports, too. I have

those.

THE COURT: And the police reports is fine.

What I'm going to ask both of you to do is give me proposed orders in the case. And may I have them by -- today is Tuesday --

MR. HACKNEY: What's a proposed order?

THE COURT: A proposed order is just what you believe you showed in the case. So if you want to do that, you can do that. But I'm just inviting you both, if you would like to give me proposed orders, you may. And I'm giving you until, let's say, ten days. So by next Friday? Okay? By next Friday. And I want you to email them directly to my law clerk, Julia Bradshaw, and she can give you her email address if you don't have it.

This is the only thing you are allowed to directly email to our office. Okay? Because you're not supposed to be emailing me. Okay?

MR. HACKNEY: Oh, you, Your Honor. I did that once.

THE COURT: Right. Right. Okay. Just don't email me directly ever.

MR. HACKNEY: You know, your email is online.

THE COURT: I know it is. But it's considered ex parte communication. I can tell you, when I get

something from a party, I ignore it, because I know I can't read it.

MR. HACKNEY: Well, she gave directions and I stopped.

So you want that order today?

THE COURT: No. Ten days from today's date. So next Friday. So what day is that?

THE CLERK: The ninth.

MR. HACKNEY: You said you wanted our response and what we thought --

THE COURT: By November 9th. Just do your proposed order, if you want to. You don't have to give me one, Mr. Hackney. It's just a proposed order. It's just for me to look at.

Margaret, you are going to pull up everything so we have a record in this case. Mr. Martin is giving me the case law. And I appreciate it very much. Fair enough.

MR. MARTIN: Well, thank you, Your Honor.

THE COURT: Thank you. Thank you both.

(Whereupon, the hearing concluded.)

CERTIFICATE

STATE OF SOUTH CAROLINA:

COUNTY OF BEAUFORT:

I, MONA L. MANLEY, Court Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

DATED this 22nd day of June, 2019.

Mona L. Manley /s/
MONA L. MANLEY
Official South Carolina Court Reporter
Circuit Reporter for the 14th Circuit
(850) 893-6662
mmanley@sccourts.org

Certificate of Counsel

The undersigned hereby certifies that this Record of Appeal contains all material proposed to be included by any parties and not any other material excluding the missing documents not filed by the Jasper County Court during the Partial Motion for Summary Judgement Hearing.

Appellant: Greg Hackney
6125 Roswell Road #145
Sandy Springs, Ga. 30328
678-855-2975
Self-Represented

October 22, 2020

RECEIVED
MAY 13 2021
SC Court of Appeals