

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

Appellant Case No: 2012-212896

Charles Taylor,

Appellant,

v.

Thomas Davis and  
State Farm Mutual Automobile Insurance Company, Respondents,

APPELLANT'S MOTION TO STRIKE BACKGROUND SECTION  
IN LOWER COURT ORDER APPEALED FROM

Appellant move to strike from the Lower Court Order,

RECEIVED

APR 25 2013

THE BACKGROUND SECTION

SC Court of Appeals

(and the reasons are as follows):

That because the rules require it, the entire order; (not just the specific rulings being appealed); was included in the Record on Appeal; however; most of the background section,

1.

are factually inaccurate & otherwise incorrectly etc., and even if it wasn't, still mostly none of such matter(s) was **EVER** before: (1)..the Lower Court at Trial; or (2)..in the Appeals Court at the 1<sup>st</sup> subsequent appeal; &/or (3).at issue in the subsequent 5/7/12 hearing; **because** the order's 1st pg & paragraph, states clearly what 2 motions, [matter-s], were before the Court on 5/7/12 to rule upon, and not any other matter-s; see 1<sup>st</sup> paragraph in exhibit--A--attached); and therefore, Appellant has never had a chance to factually correct the inaccuracies, & to otherwise challenge what was put in the subject background section incorrectly beforehand. Therefore the SCACR 210(c) clearly prohibit such matter-s (background section-in exhibit A attached) being included to form part of the permanent Record on Appeal in this case. Therefore, Appellant believes that section, for the reasons stated, should be stricken accordingly and thus moves for such an order.

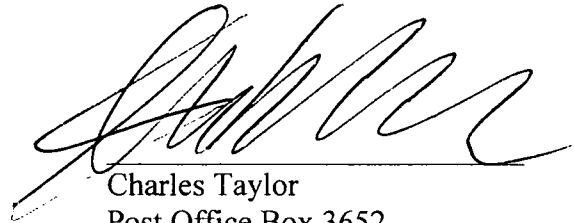
#### **How then Did Such Get in the Background Section in the 1st Place?**

Because State Farm sent a memorandum, directly to the Judge, (copy attached as exhibit B-see background & discussion sections therein), on 5/2/12 before the 5/7/12 hearing and not in open court; see transcript page as exhibit C attached to verify). Thus when the written order 7/17/12, exhibit A, came, such was therein same as State Farm memorandum background and discussion sections--almost verbatim---see exhibit B attached. **That is how such got in the Court Order background & discussion sections in the first place--[without]--any documentations being submitted at the 5/7/12 hearing to base such on-(see exhibit C attached)-which now require appellant to move to strike same lest it will taint the appeal in respondents favor unjustly;**

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SCACR 210 (c), unambiguously states in part, that, the Record shall not, however, include matter(s) which was not presented to the lower court or tribunal.

**Going forward and thus Appellant moves accordingly for an order to strike that background section in exhibit A attached for the reasons stated; to prevent such from being included with the inaccuracies etc. to form a permanent part of the Record on Appeal.**



Charles Taylor  
Post Office Box 3652  
Sumter, South Carolina 29151  
(803) 883-7005  
For the Appellant/Pro-Se

Sumter, South Carolina

April 23, 2013

NOTE: That the order states precisely what two (2) motions were the subject matter-s before the lower court to be ruled upon per the subject 5/7/12 hearing) and not any other matter-s, (see 1<sup>st</sup> paragraph of exhibit A attached). The case was otherwise closed per the Appeals Court Order of 6/27/11; which lower court improperly re-opened (SCACR 205) prompting this present Appeal.

NOTE: Also that Respondent State Farm claimed they couldn't be a named party defendant all along so state farm present attorney represented & defended defendant Davis; see ex. D attached.

NOTE: Also that 1 of the 2 motions, (per paragraph 1 of exhibit A—#(1)“motion for ruling as to the legality of state farm requiring consent to settle”) was never ruled upon IN exhibit A attach; & thus there was but 1 remaining:-----#(2)“motion to enter consent judgment that dismissed appeal SCACR 260(b)”pursuant to SCRCR 58(b); [which simple entry] did not require the background & discussion sections per exhibit A attached; [which] was written [originally] with the subject factual inaccuracies baked in exhibit B attached by State Farm [who falsely called them “background facts” see sf ex. B] for purposes; to form the basis to obtain the APPEALED rulings it received from the 5/7/12 hearing based on the evidence entered into the hearing record, please see exhibit C attached; which prompted this present Appeal.

NOTE: Also-State Farm filed no motions (see 1<sup>st</sup> paragraph in exhibit A attached) upon which to received the subject state farm specific rulings it did anyway; which prompted this same Appeal.

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
Charles Taylor, )  
Plaintiff, )  
v. )  
Thomas Davis, )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT

C/A No.: 2007-CP-40-8423

**ORDER**

RICHLAND COUNTY  
FILED  
2012 JUL 17 PM 2:20  
JEANETTE W. McBRIDE  
C.C.P. & G.S.

This matter is before the Court on Plaintiff Charles Taylor’s “Motion for Ruling as to the Legality of State Farm Requiring Consent to Settlement” and “Motion to Enter Consent Judgment that Dismissed Appeal.” A hearing was held on May 7, 2012, at which time the Court heard arguments from James Lybrand, counsel for State Farm Insurance Company and Plaintiff Charles Taylor, who appeared *pro se*.

**BACKGROUND**

On September 7, 2007, Plaintiff Charles Taylor (“Taylor”) was involved in an automobile accident with a vehicle owned by Budget Rental Company (“Budget”) and driven by Defendant Thomas Davis (“Davis”). According to the allegations in the Complaint, Plaintiff suffered severe and permanent injuries and incurred various expenses as a result of those injuries. Davis had rented the vehicle from Budget which provided minimum limits liability coverage. On December 14, 2007, Taylor brought suit against Budget and Davis. Budget was later dismissed as an improperly named Defendant. Budget hired Matthew Tyler, Esquire to defend Davis. Davis’ personal insurance carrier, Peake Property and Casualty, hired Robert Brown, Esquire of Columbia as its defense counsel since Peake had potential excess liability coverage. State Farm, Taylor’s personal insurance carrier, had underinsured motorist coverage (UIM) which would be triggered if and when Taylor’s claims exhausted all available liability coverage.

On April 16, 2008, Plaintiff filed an Offer of Judgment that had been presented to Defendant and his counsel for their review and consideration. This Offer of Judgment, which

was signed by the Defendant, contained a judgment about of one thousand five hundred dollars (\$1,500.00) in consideration and exchange for Plaintiff dismissing his claim against Defendant.

State Farm was made aware of Taylor's lawsuit in the summer of 2008. Taylor was advised that State Farm could not formally appear and participate in the case unless and until Taylor served State Farm with pleadings through the South Carolina Department of Insurance in accordance with S.C. Code Ann. § 38-77-160. Service on State Farm pursuant to S.C. Code Ann. § 38-77-160 did not occur until October 13, 2009.

On November 19, 2008, Budget agreed to pay Taylor \$25,000, Budget's available liability limits, in exchange for Taylor signing a Covenant Not to Execute which would purportedly protect Davis from any further personal exposure for damages yet allow Taylor to proceed with his claim against other applicable coverage. After this agreement, attorneys Matt Tyler and Robert Brown filed motions to be relieved as counsel for Davis. Following hearings on the motions, Orders relieving Tyler and Brown from further representation were issued on March 13, 2009. As a consequence, this suit remained active on the court docket although no defense attorney of record was involved in the case.

On June 19, 2009, Taylor obtained an uncontested judgment against Davis in the amount of \$1,500,000. The basis for the judgment was an Offer of Judgment which Davis purportedly accepted in writing in April or May of 2008, a time during which Davis is believed to have been represented by Attorney Matthew Tyler. State Farm was never a party to any discussions or settlement negotiations which occurred between Taylor and Davis.

Taylor served State Farm with copies of the pleadings in October 2009. A timely Answer was filed on behalf of State Farm in accordance with Section 38-77-160. A Motion to Set Aside the Judgment was filed by State Farm and, after a hearing on the motion, this Court set aside the \$1,500,000 judgment by Order on January 20, 2010 so as to allow State Farm to defend the case on the merits. Between 2009 and April 2011, State Farm paid Taylor \$25,000 in UIM benefits. Taylor contended that these payments were an "advance" of his UIM benefits and was not a full and final settlement.

On May 16, 2011, a jury trial was commenced in Richland County with Taylor representing himself. Taylor testified but did not call any other witnesses. Davis has never appeared in court. On May 17, 2011, the jury returned a verdict in favor of Taylor in the amount

of \$615. All of Taylor's post-trial motions were denied by the Court. Since Taylor had previously been paid \$25,000 by Budget on behalf of Davis, State Farm received credit for this payment and no UIM money was owed Taylor.

Taylor then filed a Notice of Intent to Appeal the verdict with the South Carolina Court of Appeals on June 23, 2011. While the appeal was pending, communications took place between Taylor and Davis directly. Taylor and Davis advised the South Carolina Court of Appeals that the case had been settled on appeal; consequently, the appeal was dismissed on June 28, 2011. Following the Court of Appeals' dismissal, Taylor filed a "Post Trial Voluntary Agreement to Augment Award Judgment" on June 30, 2011 and a "Motion for Consent Order Judgment" on July 7, 2011. In the "Post Trial Voluntary Mutual Agreement to Augment Award Judgment," Taylor agreed to "give up his legal right to any further post trial legal actions against Davis...in exchange for defendant Davis agreeing to voluntarily augment up [sic] the award (\$615) judgment." Taylor thereafter filed his "Motion for Ruling as to the Legality of State Farm Requiring Consent to Settlement" and "Motion to Enter Consent Judgment that Dismissed Appeal."

Plaintiff is seeking to have the Court determine that State Farm is liable for the Consent Judgment dated June 10, 2011 between Plaintiff and Mr. Davis in the amount of \$1,735,000.00. On June 11, 2012, after the hearing on the pending motion, the Court received a letter from Mr. Davis' former counsel, Matthew Tyler, informing the Court that Plaintiff contacted Budget seeking money beyond what was paid under the 2008 Covenant between the parties.

#### DISCUSSION

The statutory purpose of underinsured motorist coverage is "to provide coverage in the event that damages are sustained in excess of the liability limits carried by an at-fault insured or underinsured motorist." S.C. Code Ann. § 38-77-160. This section provides that the UIM carrier has the right to appear and defend in the name of the underinsured motorist in any action which may affect its liability. "In the event the automobile insurance insurer for the putative at-fault insured chooses to settle in part the claims against its insured by payment of its applicable liability limits on behalf of its insured, the underinsured motorist insurer may assume control of the defense of action for its own benefit." *Id.* The intent of Section 38-77-160 is to protect an insurance carrier's right to contest its liability for underinsured benefits. Williams v. Selective

ad  
#3

MOTION EXHIBIT  
p.A-4

Ins. Co., 315 S.C. 532, 446 S.E.2d 402 (1994). In the event the insured [Taylor] chooses to settle with the at-fault party's liability carrier [Budget], the underinsured carrier [State Farm] has the option to assume control of the defense of the action as provided in Section 38-77-160. Id. No attorney-client relationship exists between a UIM carrier's attorney and a named defendant. Crawford v. Henderson, 356 S.C. 389, 589 S.E.2d 204 (Ct. App. 2003). "Although the UIM carrier [State Farm] 'steps into the shoes' of the underinsured motorist [Davis], it has rights separate and distinct to those of the underinsured motorist." Id. "Underinsured motorist coverage is optional coverage provided by an insurance carrier to its insured [Taylor] in the event damages are sustained by the insured in excess of the at fault driver's liability coverage, recovery therefrom being additional to any recovery from the at fault motorist, total recovery not to exceed the damages sustained." Garris v. Cincinnati Ins. Co., 280 S.C. 149, 311 S.E.2d 723 (1984).

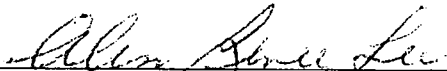
State Farm was not the insurer for the at-fault party [Davis] and never purported to represent him in this action. State Farm's only involvement was defending this action under the statutory rights granted UIM carriers in Section 38-77-160. Once Taylor agreed to settle with Davis, State Farm had the right to assume defense of the action for its own benefit. State Farm's obligations in this matter were exhausted when a jury found that the Defendant was liable for \$615, less than the settlement paid by Budget to the Plaintiff. Because the damages in this case were found by a jury to be \$615, Plaintiff's recovery from State Farm cannot exceed that amount. State Farm, as the Taylor's UIM carrier, therefore has no other financial duty to the Taylor in this matter. State Farm never represented Thomas Davis and therefore cannot be liable for judgments entered against Mr. Davis or for any consent judgments signed by Mr. Davis.

af  
#4

**ORDER**

For the aforementioned reasons, Plaintiff's request for State Farm to participate in the settlement between Plaintiff and Defendant is DENIED. Pursuant to the agreement between Plaintiff and Defendant, judgment will be entered against the Defendant personally in the amount of \$1,735,000.00.

**AND IT IS SO ORDERED.**

  
\_\_\_\_\_  
ALISON RENÉE LEE  
Fifth Judicial Circuit

Columbia, South Carolina  
July 17, 2012

af  
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STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND  
IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2007CP4008423

Charles Taylor

Thomas Davis

State Farm

PLAINTIFF(S)

DEFENDANT(S)

MOTION EXHIBIT  
p.A-6

Submitted by: \_\_\_\_\_

Attorney for :  Plaintiff  Defendant

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.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other \_\_\_\_\_
- 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 of the Court

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
		\$
		\$
		\$

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.

Circuit Court Judge \_\_\_\_\_

Judge Code \_\_\_\_\_

Date \_\_\_\_\_

For Clerk of Court Office Use Only

This judgment was entered on 17th day of July, 2012 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:

Charles Taylor

James B. Lybrand Jr.

Thomas Davis

Charles Taylor

Thomas Davis

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter \_\_\_\_\_

*Jeanette W McBride*  
Clerk of Court, Jeanette McBride

RICHLAND COUNTY  
FILED  
2012 JUL 17 PM 1:31  
JEANETTE W. MCBRIDE  
C.C.P. & G.S.

McDONALD, McKENZIE, RUBIN, MILLER AND LYBRAND, L.L.P.

ATTORNEYS AT LAW

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FAX (803) 929-3530

†CERTIFIED MEDIATOR AND ARBITRATOR

\*ALSO ADMITTED IN TEXAS

ROBERT A. MCKENZIE  
HYMAN S. RUBIN, JR.  
BEN N. MILLER III  
JAMES B. LYBRAND, JR.  
RONALD E. ALEXANDER  
KEVIN T. BROWN  
JOHN F. MCKENZIE\*  
KELLER C. FOSTER

May 2, 2012

The Honorable Alison R. Lee  
Chief Administrative Judge  
Richland County Judicial Center  
1701 Main Street  
Columbia, South Carolina 29201

MOTION EXHIBIT  
p.B-1

Re: Charles Taylor vs. Thomas Davis  
Civil Action No 2007-CP-40-8423

Dear Judge Lee:

This matter is scheduled before you on May 7 at <sup>2:00</sup>~~2:30~~ p.m. for a hearing on certain post-trial motions filed by Plaintiff Charles Taylor. Attached hereto you will find my memorandum submitted on behalf of State Farm which addresses Plaintiff's pending motions. I am sending the memo in both Word and pdf formats. The pdf is being sent in order to attach certain exhibits to my memo.

It is my understanding that Mr. Taylor does not communicate by computer so I am today mailing him copies of my memo with exhibits.

A court reporter will be needed for this hearing.

If you require anything further, please let me know.

With kind regards,

McDonald, McKenzie, Rubin,  
Miller and Lybrand, LLP.

James B. Lybrand, Jr.

JBLjr/pa  
Enc.

cc: Charles Taylor

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO: 2007-CP-40-8423

**MOTION EXHIBIT**  
**p.B-2**

Charles Taylor, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Thomas Davis, )  
 )  
Defendant. )  
 )

**MEMORANDUM ADDRESSING PLAINTIFF'S  
POST-TRIAL MOTIONS**

**BACKGROUND FACTS AND PROCEDURAL HISTORY**

On September 7, 2007 Plaintiff Charles Taylor (Taylor) was involved in an automobile accident with a vehicle owned by Budget Rental Company (Budget) and driven by Defendant Thomas Davis (Davis). Davis had rented the vehicle from Budget which provided minimum limits liability coverage. On December 14, 2007 Taylor brought suit against Budget and Davis. (Budget was later dismissed as being an improperly named Defendant). Budget hired Matt Tyler, Esquire of Florence to defend Davis. Davis' personal insurance carrier, Peake Property and Casualty, hired Robert Brown, Esquire of Columbia as its defense counsel since Peake had potential excess liability coverage. State Farm was Taylor's personal insurance carrier and had underinsured motorist coverage (UIM) which would be triggered if and when Taylor's claims exhausted all available liability coverage.

State Farm was made aware of Taylor's lawsuit in the summer of 2008. Taylor was advised that State Farm could not formally appear and participate in the case unless and until Taylor served

State Farm with pleadings through the South Carolina Department of Insurance in accordance with S.C. Code Ann. §38-77-160.<sup>1</sup>

In November of 2008 Budget agreed to pay and Taylor agreed to accept \$25,000, Budget's available liability limits, in exchange for signing a Covenant Not to Execute which would purportedly protect Davis from any further personal exposure for damages yet allow Taylor to proceed with his claim against other applicable coverage. (See Exhibit #1) Budget paid Taylor \$25,000 in November 2008, after which Attorney Tyler filed a motion to be relieved as counsel for Davis. Attorney Brown also filed a motion to be relieved as counsel for Davis.<sup>2</sup> A hearing was held on the motions and Orders relieving Tyler and Brown from further representation were issued in March of 2009. As a consequence, this suit remained active on the court docket although no defense attorney of record was involved in the case.

In June 2009 Taylor obtained an uncontested judgment against Davis in the amount of \$1,500,000. This was awarded on the basis of an Offer of Judgment which Davis purportedly accepted in writing in April/May 2008, a time during which Davis is believed to have been represented of record by Attorney Tyler. No defense attorney appeared at this hearing. (See Exhibit #3)

Taylor eventually served State Farm with copies of the pleadings in October 2009. Thereafter a timely Answer was filed on behalf of State Farm in accordance with §38-77-160. A motion to set aside the judgment was filed and after a hearing on the motion, this Court set aside

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<sup>1</sup>Service on State Farm did not occur until October 13, 2009.

<sup>2</sup>An "Amended Covenant Not to Execute" was executed later in November 2008 between Taylor and Davis which upon information ad belief did not involve Atty. Tyler. See Exhibit #2

the \$1,500,000 judgment by Order in January of 2010 so as to allow State Farm to defend the case on the merits.

State Farm then attempted to negotiate a settlement of Taylor's UIM claim and paid Taylor \$25,000 in UIM benefits; however, Taylor contended that these monies were not paid as a full and final settlement but only as an "advance" of UIM benefits. In April 2011 this case went to mediation, where State Farm offered Taylor an additional \$35,000 in UIM money for a full and final settlement of all claims. Taylor declined this offer opting instead to present his case to a jury.

On May 16, 2011, a jury trial was commenced in Richland County with Taylor representing himself. Taylor called no witnesses other than himself. On May 17, 2011, the jury returned a verdict in favor of Taylor in the amount of \$615. All of Taylor's post-trial motions were denied by the Court. Since Taylor had previously been paid \$25,000 by Budget on behalf of Davis, State Farm received credit for this payment so no UIM money was owed Taylor.

Taylor then filed a Notice of Intent to Appeal the verdict with the South Carolina Court of Appeals. It appears that while the appeal was pending, communications took place between Taylor and Davis directly which resulted in certain legal documents being signed which Taylor now asserts as a basis for his motion "amending" the jury verdict. Taylor and Davis advised the South Carolina Court of Appeals that the case had been settled on appeal; consequently the appeal was dismissed. Taylor thereafter filed the Motions which are currently before the Court.

#### DISCUSSION

State Farm was not the insurer for Davis and never purported to represent him in this action. To the contrary State Farm was defending this action under the statutory rights granted UIM carriers under §38-77-160. It is well established law in South Carolina that no attorney-client relationship

exists between a UIM carrier's attorney and a named defendant. Crawford v. Henderson, 356 S.C. 389, 589 S.E.2d 204 (S.C. App. 2003)

Subsequent to the jury trial and the appeal filed by Taylor, State Farm was never a party to any discussions or settlement negotiations which occurred between Taylor and Davis. On the surface it appears odd (and certainly against the financial interest of Davis) to initially "accept" an offer of judgment for \$1,500,000 prior to the trial; for Davis to amend the terms and conditions of a Covenant Not to Execute which were favorable to him and for his financial protection; and then to settle a case on appeal in which he essentially had been found liable to Taylor for a mere \$615.

Should the Court grant any or all of the relief sought by Plaintiff, State Farm would assert that it should not and cannot be bound by any such settlement agreements or judgments entered into between Taylor and Davis directly either before or after the subject jury trial. Moreover, any order should contain a finding that bars Taylor from attempting to collect any "amended judgment" against State Farm or hold State Farm liable in any fashion since it simply afforded itself of its statutory right to appear and defend this action which it has done. Any agreement or settlement between Taylor and Davis cannot affect or be construed as obligating State Farm to pay Taylor any additional monies whatsoever. In Crawford our Court of Appeals noted the following:

"Significantly, our Supreme Court has held that the rights of the UIM carrier [State Farm] and the named defendant [Davis] are not synonymous, and, in fact, may be conflicting.

[A]lthough the UIM carrier "steps into the shoes" of the underinsured motorist, it has rights separate and distinct to those of the underinsured motorist."

Crawford, id at p. 208 See also Broome v Watts, 319 S.C. 337, 461 S.E.2d 46 (1995)

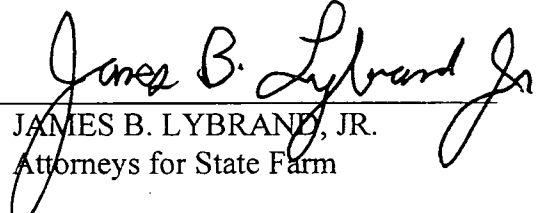
State Farm concedes that its consent is not required to approve or validate any settlement agreement between Taylor and Davis; however, State Farm cannot be bound by any such agreements which purport to hold State Farm liable for an amount which vastly exceeds the jury verdict.

Respectfully submitted,

MOTION EXHIBIT  
P.B-6

McDONALD, McKENZIE, RUBIN,  
MILLER AND LYBRAND, L.L.P  
POSTOFFICE BOX 58  
1704 MAIN STREET, 2<sup>nd</sup> FLOOR  
COLUMBIA, SOUTH CAROLINA 29202  
(803) 252-0500

BY:

  
JAMES B. LYBRAND, JR.  
Attorneys for State Farm

Columbia, South Carolina

May 2, 2012



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
  
Charles Taylor, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Thomas Davis, )  
 )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO: 2007-CP-40-8423

MOTION EXHIBIT  
p.D-1

RESPONSES TO PLAINTIFF'S  
REQUESTS FOR ADMISSIONS  
DIRECTED TO STATE FARM

As to State Farm originally & through  
out; claiming they can't be a named party  
defendant in this case; up until being  
added in Appeals Court Order of  
2/15/13 as case is presently captioned.

TO: CHARLES TAYLOR, PLAINTIFF:

Pursuant to Rule 26(b) and Rule 36 SCRPC, the following responses are hereby submitted  
to Plaintiff:

The undersigned objects to Request for Admissions directed to State Farm which is not a  
party defendant to this action. Pursuant to Rule 36 SCRPC request for admissions may only be  
directed to a "party" to a civil action. State Farm is not a named party and therefore would not be  
required to respond to Plaintiff's Request for Admission. Accordingly, objection is made to Request  
for Admissions 1 through 7 as directed to State Farm.

As to State Farm originally & through  
out; claiming they can't be a named party  
defendant in this case; up until being  
added in Appeals Court Order of  
2/15/13 as case is presently captioned.

McDONALD, McKENZIE, RUBIN,  
MILLER AND LYBRAND, L.L.P.  
POST OFFICE BOX 58  
1704 MAIN STREET, 2<sup>nd</sup> FLOOR  
COLUMBIA, SOUTH CAROLINA 29202  
(803) 252-0500

BY:   
JAMES B. LYBRAND, JR.

Columbia, South Carolina  
November 10, 2010

State of South Carolina  
County of Richland

Court of Common Pleas  
2007-CP-40-08423

MOTION EXHIBIT  
p.D-2

Charles Taylor

:  
:  
:  
:  
:

TRANSCRIPT OF RECORD

-VS-

EXHIBIT-TRANSCRIPT  
COVER  
Re: Representing Defendant  
BY STATE FARM PRESENT  
ATTORNEY  
[See Below]

May 7, 2012  
Columbia, South Carolina

B E F O R E:

The Honorable Alison R. Lee, Judge.

A P P E A R A N C E S:

Charles Taylor, Pro Se Plaintiff

James B. Lybrand, Jr., Esquire  
Attorney for the Defendants

Also Present: Tom Hesse, Esquire

Daphne D. Helms  
Circuit Court Reporter

May 7, 2012, hearing

2

1       **The Court:** The next matter I have is Charles Taylor  
2 versus Budget Truck Rental, 2007-CP-40-08423. And actually  
3 the defendant is Thomas Davis and not Budget Car Rental. Mr.  
4 Taylor is representing himself. The defendant is represented  
5 by Jim Lybrand.

**EXCERPT  
FROM  
TRANSCRIPT**

**So the claim (now) by State  
Farm that its Attorney did  
not represent Defendant  
Davis, as shown, is patently**

**FALSE ON ITS FACE!  
A naked ploy designed to  
evade Any liability for the  
final judgment it caused on**

**NEXT PAGE FOR  
\$1,735,000.00!**

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND  
IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2007CP4008423

Charles Taylor

Thomas Davis

State Farm

PLAINTIFF(S)

DEFENDANT(S)

MOTION EXHIBIT  
P.D-4

Submitted by: \_\_\_\_\_

Attorney for :  Plaintiff  Defendant

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been decided.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been decided and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  
 Rule 43(k), SCRPC (Settled);  Other \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other \_\_\_\_\_
- 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 Court

**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
		\$ _____
		\$ _____
		\$ _____

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.

Circuit Court Judge \_\_\_\_\_ Judge Code \_\_\_\_\_ Date \_\_\_\_\_

**For Clerk of Court Office Use Only**

This judgment was entered on 17th day of July, 2012 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:

Charles Taylor \_\_\_\_\_ James B. Lybrand Jr. \_\_\_\_\_ Thomas Davis \_\_\_\_\_  
 \_\_\_\_\_ Charles Taylor \_\_\_\_\_ Thomas Davis \_\_\_\_\_  
 ATTORNEY(S) FOR THE PLAINTIFF(S) ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter \_\_\_\_\_

Clerk of Court, Jeanette McBride

*Jeanette W. McBride*

**WHICH JUDGMENT COULD  
HAVE BEEN AVOIDED BY  
THEM!  
See Next Pages.**

FILED  
2012 JUL 17 PM 1:31  
JEANETTE W. MCBRIDE  
CLERK OF COURT  
RICHLAND COUNTY

**CERTIFIED MAIL:**

**November 30, 2009**

TO: Mr. James Inman/Adjuster & Fax to: 1-888-870-0317  
State Farm Insurance Company  
Post Office Box 10003  
Duluth, Ga. 30096 & Fax to: Lybrand Atty. 18039293530

FROM: Thomas Davis  
Post Office Box 32  
Gable, Sc. 29105

Cc: Mr. Charles Taylor  
Post Office Box 3652  
Sumter, Sc. 29151

**MOTION EXHIBIT**  
**p.D-5**

Dear Mr. Inman & State Farm: {WARNING} Case: 2007-CP-400-8423 Taylor versus Davis

I want to warn you that you will be held liable, pursuant to relevant law, to pay any ultimately final judgment entered in my name in this case, especially, if I am ultimately forced to accept such judgment, to protect my own best interest and to avoid risking my potential financial ruin, because you wouldn't settle, within policy limits with {your insured}, the plaintiff, Mr. Taylor, against me, as you should have done as required by his policy and for reasons under the law. I understand you only have a little bit of coverage anyway, so why not pay it to spare us all?

I demand you settle with your insured or give me written guarantee indemnification, that you will pay any ultimate judgment entered in my name against me in this case up to the Forty Million Dollars plaintiff is demanding in this suit. If you don't settle with him or give me such written guarantee, then I am here forbidding you from prosecuting this case further in my name, or {you are here on notice}, I will hold you liable, in accordance to relevant law, to pay {any} ultimate final judgment that end this case, {regardless}.

It's obvious by the amount of damages caused, especially lifetime disability and costs, among all other such related losses, that plaintiff is entitled to like compensation. So I don't understanding why you want to gamble in this case, this way, whereby only I could come out a disastrous looser if your gamble in the end ultimately goes bad. It's obvious this case will not end by plaintiff, I don't believe, unless and until he receives appropriate compensation to the damages he suffered. He has said he will appeal all the way to the highest court in the land if necessary. So I certainly understand and I am sure you feel the same way to, if your bosses let the truth be told, of course their aim is only to save money at others expense by not paying claims, we all know that, because I hear this happening to people all the time and indeed one of my family members was the victim at one time. Thus you have been duly warned and if you still further gamble to proceed, I will consider that evidence of your agreeing to pay any final judgment ultimately entered in this case, regardless, unless you reply by certified mail to the contrary.

THOMAS DAVIS  
*Thomas Davis*  
DEFENDANT IN THIS CASE  
Sworn to before me this 30 day  
Of November 2009  
*W. J. [Signature]*  
Notary Public For S. Carolina  
My Commission Expires: 2013

FROM:

roa--p.19

TO: State Farm Insurance Company {June 3, 2011}  
Post Office Box 10003  
Duluth, Ga. 30096 & Fax To: 1-888-870-0317

FROM: Thomas Davis  
Post Office Box 773  
Manning, Sc. 29105

Cc: Mr. James B. Lybrand, Jr., Atty.  
Post Office Box 58  
Columbia, Sc. 29202 & Fax To: 1-803-929-3530

Cc: Mr. Charles Taylor  
Post Office Box 3652  
Sumter, Sc. 29151

Case: 2007-CP-400-8423 Taylor{v}Davis / Ref. Warning of Settlement Unless You...

Dear State Farm & James Lybrand Attorney:

{Certified To All Parties}

Unless you settle this case in my name with plaintiff, I'm sending you this to give you notice and warning of my impending settlement-agreement-attached; the lowest plaintiff indicated he would accept to end his appeal in this case against me, \$1,735,000.00 of the \$40,000,000.00 demanded in his suit, to which I have no written indemnification guarantee from State Farm, or otherwise, in a worst case scenario, in this case now on appeal going forward.

So I'm no longer going to risk up to a \$40 Million Dollar judgment or whatever amount thereof against me, in my name, that might ultimately come about on or after appeal, just to satisfy State Farm, who could and should have settle this case within plaintiff's policy limits & refused to do so at their own peril. You get one last chance here.

You have 7 days to act and respond (to all parties AND the South Carolina Court of Appeals where the subject appeal is pending) or I will settle this case once and for all against me, with the proposed agreement attached, because you have forced me into this awful position, between a rock and a hard place, leaving me no other choice, as I wish not to risk a worst case scenario, of up to \$40 Million Dollars or whatever in between that might happen, with no written guarantee protection from anyone.

Remember I sent you a {WARNING} letter dated November 30, 2009, copy attach.

Sworn to before me this 3rd day  
Of June 2011  
Rowland Jacobs  
Notary Public For S. C.  
My Commission Expires 2-5-17

THOMAS DAVIS

Thomas Davis  
DEFENDANT IN THIS CASE

FROM:  
roa--p.20

**THE STATE OF SOUTH CAROLINA**

**In The Court Of Appeals**

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Alison R. Lee, Circuit Court Judge

\_\_\_\_\_  
Appellate Case No: 2012-212896  
\_\_\_\_\_

Charles Taylor,

Appellant,

v.

Thomas Davis and  
State Farm Mutual Automobile Insurance Company, Respondents,  
\_\_\_\_\_

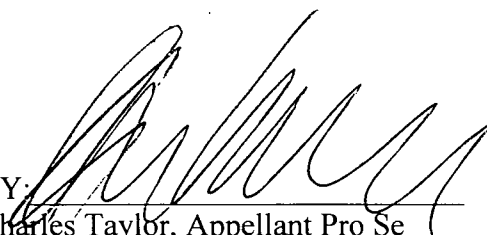
CERTIFICATE OF SERVICE  
\_\_\_\_\_

I hereby certify that a copy of Appellant's Motion to Strike Background Section in Lower Court Order Appealed From, was served upon Respondent Thomas Davis & Respondent State Farm Mutual Automobile Insurance Company to its counsel listed below, by depositing same in the U.S. Mail, from Sumter, South Carolina, on the 23<sup>rd</sup> day of April, 2013, with 1<sup>st</sup> class duly affixed postage & a return address indicated clearly thereon the envelope, addressed as follows:

Mr. Thomas Davis  
PO Box 773  
Manning, S.C. 29105  
Respondent

State Farm Mutual  
Automobile Insurance Company, Respondent  
c/o: Mr. James B. Lybrand, Jr., Esq.  
PO Box 58  
Columbia, S.C. 29202

Sumter, South Carolina

BY:   
Charles Taylor, Appellant Pro Se  
Post Office Box 3652  
Sumter, South Carolina 29151-3652  
(803) 883-7005

68181

April 23, 2013

Clerk Of:  
The South Carolina  
Court of Appeals  
1015 Sumter Street  
Columbia, S. C. 29201

Charles Taylor  
P O Box 3652  
Sumter, S. C. 29151

REF: Charles Taylor, Appellant  
v. Thomas Davis and State Farm  
Mutual Automobile Insurance  
Company, Respondents;  
Appellate Case No: 2012-212896

**Dear Clerk:**

Please find enclosed for filing, **Appellants Motion to Strike Background Section in Lower Court Order Appealed From w/certificate of service attached.** Please clock and return the extra copy to me in the SASE. With a copy of same with this letter, I am serving the respondents shown below.

I enclosed a check for \$25.00 motion filing fee. Thank you very much!!

Sincerely,

  
Charles Taylor  
Appellant

Cc:

Respondent  
Thomas Davis

Respondent, State Farm Mutual  
Automobile Insurance Company  
c/o: James B. Lybrand, Jr., Esq.

RECEIVED  
APR 25 2013  
SC Court of Appeals