

The Honorable Nikki R. Haley
Office of the Governor
1205 Pendleton Street
Columbia, South Carolina 29201

Fraud on the Court Division

REPORT OF ILLEGAL ACTIVITY BY:

**CELEST T. JONES AND BENJAMIN E. NICHOLSON
OF THE MCNAIR LAW FIRM
1221 MAIN ST. 18TH FLOOR
COLUMBIA, SOUTH CAROLINA 29201
803-753-3278 AND MARK QUARTERMAN**

RE: CIVIL ACTION NO. 8-15-1598-TMC

MARK QUARTERMAN

V.

**RADIUS ENGINEERING INTERNATIONAL INC.
HYPERSPAN INFRASTRUCTURES INC.
WALTON MCCARTHY
NORMAN EXCAVATING AND TRUCKING LLC.**

Respectfully submitted

By 

Walton McCarthy

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For Defendants

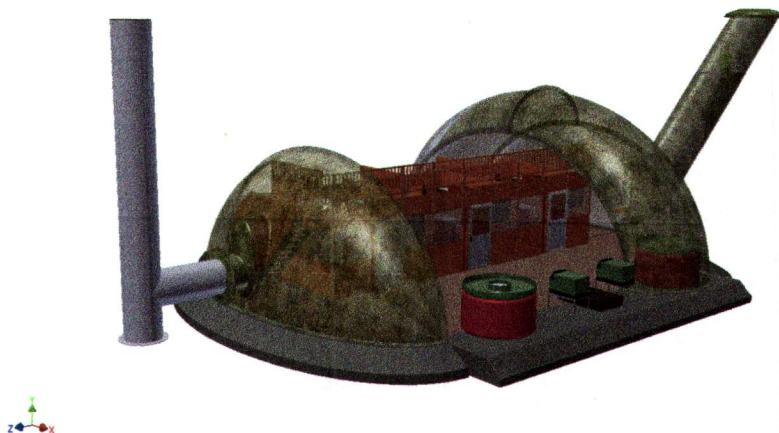
Radius Engineering International Inc.

Walton McCarthy

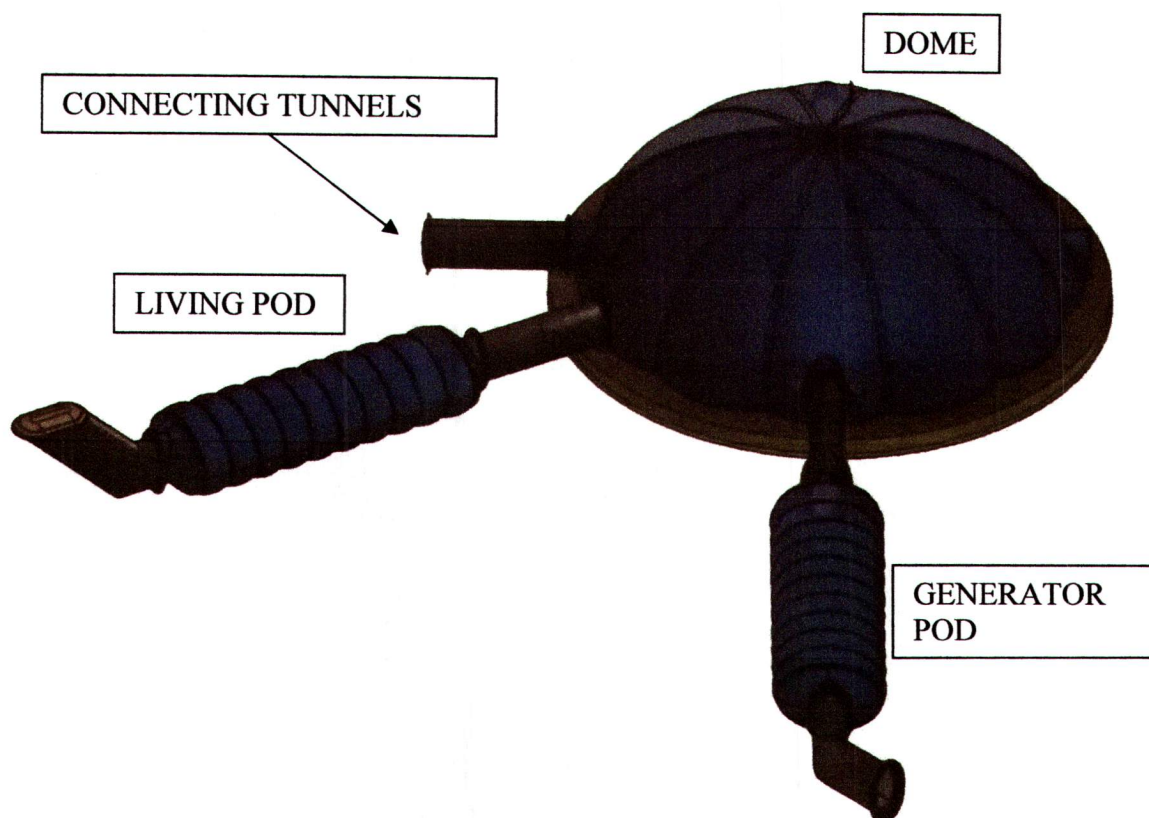
I Walton McCarthy was the owner of Radius Engineering and I am one of the defendants personally in the above case and under oath accuse the above attorneys and their client, Mark Quarterman, of criminal activity. Jones and Nicholson have deliberately and knowingly misrepresented material facts in their complaint against the defendants in an attempt to defraud the court.

Jones and Nicholson attorneys have skillfully and deliberately used the allegations, language, and alleged issues from the civil suit of Rory Cutia vs Radius Engineering Cause No. 5:11CV00077 in US District Court in Harrisonburg, Virginia in 2010, to deceive the court into believing that these issues actually occurred at the Quarterman site in South Carolina, when in fact they allegedly occurred only with the Cutia shelter system in Virginia. As you can see from the images below, these two shelter systems are radically different. I will review these Misrepresentations of Material Fact below in the order that they appear in the Quarterman Complaint:

Mark Quaterman Shelter Earthcom 32-4 Shown on Sales Agreement Cover In 2013
Show Below



Rory Cutia Shelter In Virginia 2008 Shown Below



Misrepresentation of Material Fact No. 1 -page 2 No. 6.of the Quarterman Complaint.

Mark Quarterman signed a Sales Agreement and two installation agreements all stating that the venue for legal disputes would be settled in Kaufman County Texas so the suit should not have been filed in US District Court. Also, Radius Engineering at the time the suit was filed, was in the final stages of receivership which was closed on June 3, 2015. Jones and Nicholson are therefore suing an “empty purse” and have misrepresented issues at the Quarterman site which actually occurred at the Rory Cutia site just to harass and injure Walton and LaTonia McCarthy personally as well as Hyperspan.

Misrepresentation of Material Fact No. 2 ---Page 3 No. 8 of the Complaint

The Jones and Nicholson complaint states that “Radius promotes that it has been issued a so called “Certificate of Conformity” by the United State Underground Engineering Association (USUEA) and has been certified by the United States Department of Homeland Security”. This is untrue. There are no documents of any kind with Mr. Quarterman that say this. This statement was plagiarized from the Rory Cutia suit. The Department of Homeland Security deals only with tornado shelters and is not a certifying agency and no claim by Radius anywhere ever said this to Rory or anyone else.

Misrepresentation of Material Fact No. 3 --page 3 of the Complaint No. 10

Walton McCarthy is not the founder of Hyperspan. Walton McCarthy is not the principle engineer at Hyperspan. Walton McCarthy is not a director, shareholder or employee of Hyperspan. Hyperspan is a minority owned business with a certified HUB rating and owned solely by La Tonia McCarthy making different products than Radius under different US Patents and the company was founded prior to the Quarterman suit. Even a high school level of effort would have found this out through the state of Texas. This is deliberate misrepresentation by Jones and Nicholson.

Misrepresentation of Material Fact No. 4 --page 4 No. 15 of the Complaint

The location of the shelter was determined by both Walton McCarthy AND Mark Quarterman and approved by Mark Quarterman. There was no guarantee as to the depth

of the shelter in any sales or installation agreement. The depth of the shelter is determined by the location of the drain at the bottom of the shelter shown on the drawing and emails received by Mark Quarterman. The Sales Agreement states on page 9 number 16, that a flush installation must allow a 31 foot deep hole to be excavated which the site did not allow and Mark Quarterman did not want to pay for even if it were possible.

Misrepresentation of Material Fact No. 5—page 6 No. 19 of the Complaint

The Installation Agreement for Phase 2 number 12 states. “Any permits are the responsibility of the customer.” Radius never stated verbally or in writing that the structure is not subject to regulations. As stated to Mr. Quarterman and stated in the book PRINCIPLES OF PROTECTION, The US Handbook Of NBC Weapon Fundamentals and Shelter Engineering Design Standards, 6th edition, Walton McCarthy M.E., 707 pp Brown Books, 2013 on page 22 “Building Permits” “There are no specific regulations governing underground structures designed only for emergency use.” This book is required reading noted on page 9 number 18 of the Quarterman Sales Agreement and Mark Quarterman was given two copies of this book which I reviewed with Mark Quarterman in person in his house. Also, number 10 of the Quarterman Sales Agreement on page 8 states that Radius agrees to support the customer with any legal issues that may arise during the installation. Jones and Nicholson are responsible for reviewing the Sales Agreement of their client and deliberately deceived the court in this paragraph.

Misrepresentation of Material Fact No. 6 –page 6, No. 22,23 of the Complaint

Norman Excavation finished the work under its contract per specifications and Mark Quarterman signed a Completion order approving the foundation phase. Norman Excavation never abandoned the site. Since the foundation was properly completed, Radius assembled the shelter on the foundation per Quarterman Sales Agreement. Jones and Nicholson were in a position to know this and should have known this. This is a deliberately deceptive paragraph.

Misrepresentation of Material Fact No. 7—page 7 No. 25 of the Complaint

The Earthcom 32 Community purchased by Mark Quarterman does not have a Living Pod, or a Generator Pod or a Dome. (See Images on page 2) These are the products of the Rory Cutia shelter which is a completely different product. Mark Quarterman has one product which is an Earthcom 32 Arch Shelter. There is no mention of a living pod, generator pod, or dome in the Quarterman Sales agreement. The issues mentioned by Jones and Nicholson are issues with the products purchased by Rory Cutia and outlined in the Cutia suit. Jones and Nicholson used Cutia's allegations to deliberately deceive the court into thinking these issues occurred with the Quarterman shelter when in fact they occurred with the Cutia shelter. It is impossible for the Quarterman shelter to have these issues since Quarterman does not have these products.

Misrepresentation of Material Fact No. 8—page 7 No. 26 of the Complaint

Radius never made any representation that the structure is watertight. That is why there is a required drain at the bottom of the shelter which determines the depth of the hole. The Quarterman Sales Agreement makes no such claim in the warranty on page 10 No 21. The Cutia warranty in his Shelter Sales Agreement made a claim that the shelter is watertight. Jones and Nicholson should know this from reading the Quarterman Sales Agreement. Jones and Nicholson deliberately deceived the court into thinking that Radius made such a claim in the Quarterman shelter when in fact this claim was made in the Cutia Sales Agreement.

Misrepresentation of Material Fact No. 9—Page 7 No. 27 of the Complaint

This paragraph talks about issues in the Rory Cutia Shelter which is round. Only a round structure can have "radial" cracks" which was an alleged problem in the Cutia shelter in Virginia. Quarterman's shelter is not round and therefore had no such radial cracks. Once again Jones and Nicholson are using issues from the Cutia shelter in Virginia to deliberately deceive the court into thinking these issues occurred with the Quarterman shelter. They did not.

Misrepresentation of Material Fact No. 10—page 8, No. 28 of the Complaint

This paragraph came from the Rory Cutia shelter suit not the Quarterman shelter. The Quarterman shelter does not have sections since it is not a dome. The dome of Rory Cutia had large gaps because sections of a dome have to mate together on three planes which is very difficult on such a large structure. This did not happen with the Quarterman shelter since the joints of the “Arch” mate on one flat plane not three like the sections of the “Dome” of Rory Cutia. Numerous photographs will also support this. Once again, Jones and Nicholson are using issues from the Cutia shelter in Virginia to deliberately deceive the court into thinking these issues occurred with the Quarterman shelter in South Carolina. They did not.

Misrepresentation of Material Fact No. 11—page 8, No. 29 of the Complaint

The Cutia Living Pod had structural failures from a large truck driving over the shelter during installation before it was backfilled which created fractures in the ceiling. This did not happen with the Quarterman shelter. At the Cutia site, the installers, Green Eye Technology, against the advice of Radius, tried to repair the cracks inside the shelter with fiberglass patches. There were no structural problems or repairs of any kind with the Quarterman shelter because there were no fractures from a trucking driving over it. Once again Jones and Nicholson are using issues from the Cutia shelter in Virginia to deliberately deceive the court into thinking these issues occurred with the Quarterman shelter in South Carolina. They did not.

Misrepresentation of Material Fact No. 12—page 8, No. 30 of the Complaint

During construction, Radius used a gasoline powered generator not diesel. The Quarterman Sales Agreement on page 9 number 14c also states that Mark Quarterman is responsible for filling the 1250 gallon diesel tank in the shelter, not Radius. What is claimed by Jones and Nicholson in this paragraph did not happen. This is a fabrication by Jones and Nicholson to deliberately deceive the court into thinking that this actually happened. It did not. Also, it is mechanically impossible for diesel fuel to contaminate fiberglass since it is inert and many underground diesel tanks are made of fiberglass.

Misrepresentation of Material Fact No. 13—page 8, No. 31 of the Complaint

1. The Quarterman shelter does not have an internal exhaust manifold. The Cutia shelter has an internal exhaust manifold.
2. The Quarterman shelter does not have connecting tunnels. The Cutia shelter has connecting tunnels. See Quarterman Sales Agreement. See images on page 2.
3. The Quarterman shelter did not have a subsurface drainage system. The Cutia shelter has a subsurface drainage system. See Quarterman Sales Agreement.
4. Quarterman did not have failing concrete. The Cutia shelter suit claimed to have these cracks and failing concrete.
5. Quarterman has a formal septic system. The Cutia shelter did not have a formal septic system.
6. Quarterman's shelter joints are tight. The Cutia shelter sections had gaps noted in his suit.
7. Quarterman's shelter does not have a hydraulic system. Quarterman preferred the optional steel spring loaded hatch with no electronics that did not need to be shielded from EMP. The Cutia Shelter has a hydraulic system.
8. The Quarterman shelter generator exhausts directly out of an EMP shielded housing. All three of Cutia's generators were in the open and exhausted into a manifold system on the living space.
9. The Quarterman Sales agreement on page 8 number 13, states that Quarterman is responsible for entering the shelter every 30 days to inspect the shelter to maintain the shelter in operational and ready state. If there is mold on the walls from water entering the shelter during construction, than the customer is responsible for cleaning the walls with water and hypochlorite which was explained to Mark and Tricia Quarterman on site.
10. Quarterman never paid Radius to complete the electrical and plumbing system.

Jones and Nicholson are using issues from the Cutia shelter in Virginia to deliberately deceive the court into thinking these issues occurred with the Quarterman shelter in South Carolina. They did not.

Misrepresentation of Material Fact No. 14—page 10, No. 32 of the Complaint

There were no defects to cure in the Quarterman shelter. Since the shelter is operational, the Radius crews worked inside the shelter in an isolated environment to assemble the internal walls for over a week using the shelter generator after the shelter was assembled and backfilled.

Misrepresentation of Material Fact No. 15—page 10, No. 33 of the Complaint

Radius never abandoned the site. The internal walls were put up per agreement and Quarterman refused to pay the balance which would allow the electrical and plumbing to be installed. Radius suggested in numerous emails to Mark Quarterman to put the balance in an escrow account using an attorney of his choosing. Quarterman refused.

Misrepresentation of Material Fact No. 16—page 12, No. 47 of the Complaint

Norman Excavation was not a subcontractor of Radius. Norman Excavation has a contract directly with Mark Quarterman. Norman Excavation never abandoned the site. The statements in this paragraph are direct lies by the Jones and Nicholson made to deliberately deceive the court.

Misrepresentation of Material Fact No. 17—page 13, No. 51 of the Complaint

Jones and Nicholson are using language from the Cutia Sales Agreement since the term “WMD underground shelter” was used in the Cutia Sales Agreement, NOT in the Quarterman Sales agreement or the Quarterman literature.

Misrepresentation of Material Fact No. 18—page 14, No. 56 of the Complaint

This paragraph is from the Rory Cutia Sales Agreement. The Quarterman shelter has no systems to be connected like the Cutia shelter which had a Living Pod, Generator Pod, three connecting tunnels and one large 60 ft. diameter dome. The Quarterman Sales Agreement does not warranty water tightness. Jones and Nicholson are stating sentences alledgely made to Cutia, not Quarterman to deliberately deceive the court into thinking that this is part of the Quarterman shelter. This is a lie.

Misrepresentation of Material Fact No. 19—page 14, No. 57 of the Complaint

This paragraph was plagiarized from the Rory Cutia suit. The Cutia shelter has no specific EMP shielding and the Cutia literature stated compliance to MIL-HDBK-423. The Quaterman shelter Sales Agreement states it has a specific EMP shielded generator to MIL-STD-188-125 and made no mention of MIL-HDBK-423. MIL-HDBK was only in the Cutia documents because Radius was using Tempest Inc. who later modified its statement of compliance by removing MIL-HDBK-423 so MIL-HDBK 423 was not mentioned in any document with Quaterman. Jones and Nicholson are deliberately deceiving the court into thinking that the issues of the EMP shielding in the Rory Cutia shelter occurred with the Quaterman Shelter. They did not.

Misrepresentation of Material Fact No. 20—page 14, No. 59 of the Complaint

Radius could not have possibly made such claims because Quaterman does not have a “WMD Community”. Rory Cutia has a WMD community. Another deliberate misrepresentation by Jones and Nicholson.

REQUEST FOR CRIMINAL INVESTIGATION

The legal practice of Celeste Jones and Benjamin Nicholson should be investigated for Engaging in conduct involving dishonesty, fraud, deceit and misrepresentation to a federal court.

A lawyer should use the law's procedures only for legitimate purposes and not to harass or intimidate others. A lawyer should demonstrate respect for the legal system and for those who serve it, including judges, other lawyers and public officials. It is a lawyer's duty to uphold the legal process. Celeste Jones and Benjamin Nicholson have violated their professional obligations deliberately and blatantly. Celeste Jones and Benjamin Nicholson have deliberately misrepresented material facts, shown disrespect for the legal system, disrespect for the judge, in order to fabricate a complaint to harass and intimidate

innocent defendants. If the plaintiff had a valid complaint, they would NOT have to resort to these deceptive practices. Both attorneys under the direction of the McNair Law Firm have demonstrated the attitude of "In Order to Beat them you have to Cheat them". This is hardly professional legal conduct and violates the very purpose of the US Legal System. This attitude produced victims.

Jones and Nicholson have made numerous claims that they know or should have known to be false. They have both deliberately misrepresented material fact to a court using alleged issues from another shelter in another state from another customer three years prior. This is dishonest, deceptive and a complete misrepresentation resulting in fraud on the court and both Jones and Nicholson colluded with their client to commit fraud on the court. Jones and Nicholson have probably billed Quarterman for their deceptive practice constituting mail fraud. These acts constitute the legal definition of obstruction of justice.

Engaging in conduct constituting obstruction of justice. Jones and Nicholson have committed an act of obstruction of justice by misrepresenting material facts to a court and in doing so interfered with the civil right of "due process" to the defendants including a minority owned business owned by LaTonia McCarthy whose business has been seriously damaged from this fraudulent law suit.

Improperly influencing a government agency or official. By submitting a complaint that deliberately misrepresents material facts in order to involve me and my wife personally and my wife's company, Jones and Nicholson have improperly influenced and deliberately deceived the court.


Actions constituting barratry. The entire complaint has virtually no merit and is by definition a deceptive and fraudulent complaint just to harass and injure all defendants constituting barratry to enable Jones and Nicholson to pedal their hourly fee legal services.

The Complaint filed by both attorneys is clearly deliberately deceptive by design and pattern. Celeste Jones and Benjamin Nicolson are clearly devoid of ethics and fit the definition of "corrupt attorneys" endangering the welfare of the general public. I request a formal investigation to be undertaken to consider the most severe sanctions against these attorneys for the most severe of violations. These attorneys are responsible for what they write and must be held accountable and should not be allowed to victimize any other people. If these attorneys, as officers of the court, deliberately or by negligence misrepresent material fact, they are using the US Justice System to conduct a "Witch Hunt" to harass and injure and interfere with my civil right of "due process". This is obviously abuse of the US Justice System. Celeste Jones and Benjamin Nicholson have clearly and deliberately demonstrated a reckless disregard for the truth by a pattern of misrepresentation of material fact to the court and have colluded with their client to misrepresent material fact to the court solely for the purpose of harassment and injury knowing full well that there is no reasonable chance of achieving any relief for their client even if their client had a valid complaint.

On 08-26-15, Plaintiff emailed me 296 pages of discovery. There was no support by document or photo to support any of the claims in their complaint.



Walton McCarthy



Radius Engineering Inc. Pres