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SC Court of Appeals

EXHIBIT A
THE APPEAL

Mailed to:

May 31, 2021

Eric Chalmers Poston, Esquire
1320 Main St., Suite 316
Columbia, SC 29201

Daniel C. Plyler, Esquire
2530 Devine St.
Columbia, SC 29205

Thomas C. Salane, Esquire
PO Box 1473
Columbia, SC 29202

Appeal from a final decision of the Resolution of Fee Disputes Board

Re: Fee Claim Dispute #2021FEB05-Roselyn Wise v. Eric Chalmers Poston

On March 13, 2020 I filed prose to meet statute of limitations for defamation and civil conspiracy. Within that filing everything was explained from the time it began with the harassment until the current moment of filing to present for a clear understanding of the connection of events. Mr. Poston was even provided supporting legal information from me that upheld the defamation that had occurred and witnesses (*see exhibit C.*) Due to the forceful onsite of COVID-19 it took me a while to find representation. Around June 2020 I was referred to Eric Chalmers Poston. When I contacted Mr. Poston and met with him this information was explained and presented to him, in his words he said, "*this is good stuff to work with. He went on to say as a black woman in South Carolina you have a stronger voice due to everything that is happening in America.*" In addition, Mr. Poston was made aware that I had filed for an extension of time to properly serve the defendants and that I had not received the approval from the court which came after the attorney client contract was filed (*see exhibit E. e-mail.*)

The contract was actually signed on July 5, 2020 by Eric Chalmers Poston and the retainer was paid receipt on July 10, 2020 (*see exhibit D.*) ECF No. 27. Magistrate Judge also entered a scheduling order setting in relevant part a deadline of July 2, 2020 by which to file amended pleadings. Plaintiff thereafter moved for an extension of time to obtain counsel, properly serve Defendants, and file a response to the motion to dismiss. ECF No. 34. The Magistrate Judge granted the motion and extended the deadline to effect service and file, a response to August 8, 2020. ECF No. 35. (*see exhibit F p. 2 para. 2.*)

This information was not presented in the background findings from Smith Robinson investigation which was relevant to showing Mr. Poston was negligent in not doing the work but had extended time at the very beginning even though Mr. Plyler stated, "I also reviewed the ECF docket report for Roselyn Wise v. Piedmont American Airlines" (see exhibit B scope of

investigation.) The extension granting approval of time until August 8, 2020 was not received via mail until July 9, 2020 (*see exhibit E.*) Mr. Poston had time to properly amend and serve the pleadings. And he took on my case being fully aware of its' nature giving me assurance that he would prepare to fulfill the enlargement of time due date of August 8, 2020 verbally and via his contract even if the extension for his amendment was not granted (*see exhibit D topic 1.*)

In our initial meeting, Mr. Poston stated that he would move to amend the pleadings. I asked Mr. Poston the details of how the pleadings would be amended. He informed me, "let me work out the details *we will come up with something creative.*" Mr. Poston never showed me any amended filings before submitting for which most attorneys at least share as to what is being updated or e-mail you the entire update before submitting to see if anything needs to be added. That never happened with Mr. Poston which leads to this next point. ***On July 24, 2020, Plaintiff through her attorney filed an opposed motion for an extension of time to amend the complaint. ECF No. 42; see ECF No. 43. The motion did not include a proposed amended complaint or specify how Plaintiff intended to amend the pleading (see exhibit F p.2 para 3.)*** This information was also not presented in the background findings from Smith Robinson investigation *which was relevant to showing Mr. Poston was negligent in not doing the work,* even though Mr. Plyler stated, "*I also reviewed the ECF docket report for Roselyn Wise v. Piedmont American Airlines?*" (*see exhibit B scope of investigation.*) This violates Mr. Postons' own contract about doing the work (*see exhibit D topic 1.*)

The extended deadline which was filed by me and granted for August 8, 2020 nor the client attorney contract were honored by Mr. Poston *by his negligence in not doing the work (see exhibit E and exhibit D topic 1.)* ***Plaintiff did not file a response to the motion to dismiss by the extended deadline and, on August 14, 2020, the Magistrate Judge set a telephonic status conference to "discuss matters related to scheduling and any other topics which may aid in the efficient progression of this case." ECF No. 45. Plaintiff's counsel failed to appear for the status conference, ECF No. 48 at 1 n.1, and the Magistrate Judge thereafter denied the motion for an extension of time to amend the complaint, ECF No. 46 (see exhibit F.)*** This information was also not presented in the background findings from Smith Robinson investigation *which was relevant to showing Mr. Poston was negligent in not doing the work,* even though Mr. Plyler stated, "*I also reviewed the ECF docket report for Roselyn Wise v. Piedmont American Airlines?*" (*see exhibit B scope of investigation.*) This violates Mr. Postons' own contract about doing the work (*see exhibit D topic 1.*)

On August 24, 2020 I e-mailed Mr. Poston asking about the status of the extension of time to amend the complaint *with no response.* This was 16 days after the extended due date on August 8, 2020 and 10 days after the Magistrate Judges telephonic conference to discuss scheduling and further progression of the case on August 14, 2020. Mr. Poston failed to produce or appear both times which lead the Magistrate Judge to deny the motion for extension of time to amend the complaint. I e-mailed Mr. Poston again on August 26, 2020 as a follow up continuing to ask about the extension of time to amend the complaint *with no response.* Then on August 27, 2020 Mr. Poston replied by saying, "Hi Roselyn, I will let you know ASAP!" And he never once mentioned he never attempted to produce or appear for either date but lead me to believe everything was fine.

And the facts presented prove once again that Mr. Poston did not do the work and fulfill his contract. *On August 14, 2020, the Magistrate Judge set a telephonic status conference to "discuss matters related to scheduling and any other topics which may aid in the efficient progression of this case." ECF No. 45. Plaintiff's counsel failed to appear for the status conference, ECF No. 48 at 1 n.1, and the Magistrate Judge thereafter denied the motion for an extension of time to amend the complaint, ECF No. 46.* (see exhibit(s) F, G, and D topic 1.) This information was also not presented in the background findings from Smith Robinson investigation which was relevant to showing Mr. Poston was negligent in not doing the work, even though Mr. Plyler stated, "I also reviewed the ECF docket report for Roselyn Wise v. Piedmont American Airlines" (see exhibit B scope of investigation.)

On September 11, 2020, I e-mailed Mr. Poston (at this point I still had no idea he did not show up to represent me on August 8th or 14th of 2020) asking would it be best to reach out to the witnesses I provided for him in this case while waiting on the decision for the extension of time for the amended complaint. Mr. Poston responded on September 15, 2020 saying, "no point yet." Mr. Poston still did not honestly communicate the status of the case and his failure to represent my case by appearing according to his contract (see exhibit(s) F, G, and D topic 1.) And this information was also not presented in the background findings from Smith Robinson investigation which was relevant to showing Mr. Poston was negligent in not doing the work, even though Mr. Plyler stated, "I also reviewed the ECF docket report for Roselyn Wise v. Piedmont American Airlines" (see exhibit B scope of investigation.)

On September 17, 2020, I e-mailed Mr. Poston after googling the case and finding a snippet of the pacer update and I stated, "there was some information I did not understand could he please explain it?" There was no response from Mr. Poston. On September 21, 2020 I e-mailed Mr. Poston again after googling the case again and finding a pacer update stating that the motion for extension of time to amend the complaint was denied asking him to explain the details. I even inquired at that time about concerns around appealing the denied motion for an extension of time and meeting the deadline. There was no response from Mr. Poston. On September 23, 2020 I e-mailed Mr. Poston once again informing him of the two previous e-mails and asking for the details. There was still no response from Mr. Poston.

Then on September 24, 2020, Mr. Poston e-mailed me back saying, "Hi Roselyn, I will update you as things happen!" Mr. Poston still would not honestly communicate the details about his negligence of why he did not make the appearances for my case on August 8, 2020 nor on August 14, 2020 and appearing in all related legal actions which is a part of his contract of doing the work (see exhibit(s) F, G, and D topic 1.) And this information was also not presented in the background findings from Smith Robinson investigation which was relevant to showing Mr. Poston was negligent in not doing the work, even though Mr. Plyler stated, "I also reviewed the ECF docket report for Roselyn Wise v. Piedmont American Airlines" (see exhibit B scope of investigation.)

On September 20, 2020 in two separate e-mails I asked Mr. Poston once again to explain what was going on with the case and if I still had a case. I asked was the appeal already filed?

Mr. Poston still would not respond to the e-mail. He called while I was at work but I could not talk do to interruptions. Then on October 1, 2020, I e-mailed Mr. Poston again explaining I would like to know the status of the case to meet any deadlines for appeals and provided a good time to call me. On October 1, 2020 Mr. Poston responded back in a threatening manner saying, "I will update you as I go. Please stop e-mailing me every day, I have to charge you for these conversations they are all meaningless. Trust me to do my job." (see exhibit(s) G and D topic 1.)

Mr. Poston never honestly communicated with me about anything that was going on with the case and the dismissal nor the missed appeal dates. On October 14, I e-mailed Mr. Poston again for an update with no response. I then reached out to the SC Bar and spoke with Michelle Dennis about what was going on and she stated that she could reach out to the attorney to try and get communication going and for an update me on my case.

On October 27, 2020 Mr. Poston e-mailed me saying, *"the world of law is in shambles, I promise to update you as soon as I hear something about the case."* This was the basis of our conversation all the time no case movement due to COVID-19 even though the case was moving. (see exhibit(s) G and D topic 1)

On October 27, 2020 I responded to Mr. Poston asking was this the filing for the State Case because he told me over the phone before I had to hang up at work he was going to file the case in state court. *Mr. Poston never responded to the question.* On November 12, 2020 I e-mailed him again for the answer to the question from October 27, 2020 that was never answered and this time asking for the case number of the state filing. *Mr. Poston never responded.* On December 2, 2020 I e-mailed Mr. Poston in reference to all of my unanswered questions. On December 2, 2020 Mr. Poston e-mailed stating, "I tried to call there was some movement on the case." I called Mr. Poston and he never answered I got the Verizon message I always get and made him aware I was available to talk via e-mail. I finally spoke with Mr. Poston on December 7, 2020 and we discussed him no longer being the attorney for the case. Mr. Poston agreed to meet me on December 14, 2020 and return my file. On December 14, 2021, Mr. Poston failed to meet me as agreed so that I could pick up my file for him to be relieved as counsel. On December 21, 2020 I sent him a letter of attorney termination (see exhibit(s) G and I.)

I had to spend extra money to get another attorney to figure out what Mr. Poston had done with my case because the entire time he would not honestly communicate the status of my case or file necessary paperwork needed for the case which was a part of his retainer agreement in doing the work (see exhibit D topic 1.) I hired Attorney Sarah Cox of Burnette Shutt & McDaniel, PA. And when Ms. Cox read over the case she immediately took the information to her firm partners. It was when I hired them I received the recommendation report from the district court from August 24, 2020 and found out that Mr. Poston never showed up for appearances, he filed a motion that did not include a proposed amended complaint as promised or specify how Plaintiff intended to amend the pleading (see exhibit D topic 1.) Nor did he file anything in state court on my behalf (as Mr. Poston wrote in an e-mail from December 2, 2021 there was some movement on the case), what case? Nothing was filed (see exhibit(s) G and F) when their firm did the research. We also discovered because Mr. Poston failed to meet the August 8th deadline and then when given a second opportunity failed to appear on August 14,

2020 he totally damaged my chance for the defamation claim for which he had very sufficient information (*solid proof*) and legal documentation supporting the defamation.

The only claim that was left due to Mr. Postons' negligence of not doing the work was the civil conspiracy for which the defendants were more than willing to negotiate. However, it was brought to our attention that Mr. Poston even avoided Kristin Gray (attorney for the defendant(s) calls as well. This made it difficult to negotiate the defamation and civil conspiracy very early on as agreed in Mr. Poston's contract on representation in doing the work (*see exhibit D topic 1.*) As far as Mr. Plylers' claim on Mr. Postons billing. On December 21, 2020 when I e-mailed and sent via certified mail a letter of termination (*see exhibit I.*) At that point I also requested an itemized bill. Mr. Poston presented billings for dates he did not complete work because he was already terminated. Mr. Plyler claims in his *findings section* (*see exhibit B*) that Mr. Poston explained to him he had a new billing system and submitted a *new revised invoice* on March 8, 2021.

To date I still have not received a supposedly revised itemized invoice nor was it included in the final report that was mailed to me. If the case was dismissed on August 24, 2020 and Mr. Poston would never honestly respond or communicate that he did not make appearances; then how could all of the work listed on the invoice take place before and be a no show and after that time on the invoice when there was no case due to it being dismissed (*see exhibit F?*) In fact as detailed throughout this appeal Mr. Poston rarely responded to e-mails shown in (*exhibit G*) and Michelle Dennis of SC Bar had to be contacted to reach out to him to respond to clients.

On July 10, 2020 the invoice states, "*Emails with client regarding possible witnesses and attempts to contact these individuals. No success.*" On July 10, 2020 I provided witnesses to Mr. Poston and there contact information via email. However, on July 10, 2020 there were no discussions of Mr. Poston reaching out via our e-mail conversation as he claimed in his invoice that he had attempted to contact possible witnesses with no success (*see exhibit G. p. 10 and 11.*)

On July 24, 2020 Mr. Postons invoice states, "*Draft and file motion for extension of time to amend complaint after attempting to gain consent from defendants.*" According to the ECF report, "*On July 24, 2020, Plaintiff through her attorney filed an opposed motion for an extension of time to amend the complaint. ECF No. 42; see ECF No. 43. The motion did not include a proposed amended complaint or specify how Plaintiff intended to amend the pleading*" (*see exhibit F p.2 para 3.*) On January 1, 2021 Mr. Postons Invoice states, "*review of defendants motion to dismiss; legal analysis and drafting of motion of extension of time to amend pleadings in order to correct issues, review in clients prose complaint and telephone call with client to discuss legal options, legal analysis ruling of the recommendation report dismissing the case in order to determine possible appeal.*"

According to the ECF report none of the above transpired "*The motion did not include a proposed amended complaint or specify how Plaintiff intended to amend the pleading*" (*see exhibit F p.2 para 3.*) On August 14, 2020, the Magistrate Judge set a telephonic status conference to "*discuss matters related to scheduling and any other topics which may aid in the*

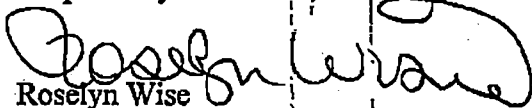
efficient progression of this case." ECF No. 45. Plaintiff's counsel failed to appear for the status conference, ECF No. 48 at 1 n.1, and the Magistrate Judge thereafter denied the motion for an extension of time to amend the complaint, ECF No. 46. (see exhibit(s) F, G, and D topic 1.) And this information was also not presented in the background findings from Smith Robinson investigation which was relevant to showing Mr. Poston was negligent in not doing the work, even though Mr. Plyler stated, "I also reviewed the ECF docket report for Roselyn Wise v. Piedmont American Airlines" (see exhibit B scope of investigation.)

It was also discovered that I am not the only client Mr. Poston has collected retainer fees from and have not done the work. On a Facebook review from his page; Mr. Poston was confronted by Paul Pease a client asking about the \$3000.00 dollars he has paid him over a year ago still with no court docket of a filling. I reached out to Mr. Pease and he stated that Mr. Poston want return his calls either and have yet to show him any movement on his case. Mr. Pease stated that he finally spoke with Mr. Poston and informed him he needed results on his case. He stated that all Mr. Poston ever does is use COVID-19 as an excuse for no results. This is the same excuse Mr. Poston kept using with me as well when he knew he never did the work or showed up to the appearances. Mr. Pease made Mr. Poston aware he knew he is not the only client he has collected fees from and sat on their case. Mr. Poston stated to Mr. Pease, "I know who you are talking about." Mr. Pease stated that, "it doesn't matter who the person is you are doing the same thing to other clients."

Mr. Poston is aware that I have spoken to Mr. Pease. Mr. Pease also stated, "after doing research behind Mr. Postons claims of contacting certain individuals in his case they claimed they had never spoken to him nor do they know who he is." Mr. Pease is willing to also offer his statement as a witness to experiencing the same treatment from Mr. Poston as myself. He can be reached at 843-430-4406 and grbaseymnky2@aol.com. Mr. Pease also referenced another client that he had contact with for which Mr. Poston collected his fee and sat on the case as well. Mr. Pease stated that Mr. Poston said, "he was guilty anyway and it doesn't matter." Mr. Pease also stated that Mr. Poston stated "you can go ahead and file a grievance against me if you want to because many others have and didn't get anywhere." So it is apparent that Mr. Poston is accustomed to demonstrating this type of unethical behavior in his legal practices towards his clients in the spirit of nothing will be done for his negligence of not doing the work (see exhibit J p.4.)

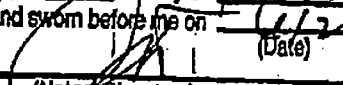
In conclusion, I am requesting my entire retainer fee of \$2000.00 back because it seems the only thing Mr. Poston did was file himself on record as being the attorney. I have pointed out lots of discrepancies in the investigative findings with supporting evidence presented in the exhibits. The invoice Mr. Poston produced was also shoddy due to the fact that there were several discrepancies with documented proof that such actions did not transpire. It makes it hard to believe the other invoice entries happened as well and should be considered null and void. These pieces of evidence which were relevant in proving Mr. Postons negligence in doing the work; were never pointed out by the investigator but over looked and he had full access to the information.

Respectfully Submitted,



Roselyn Wise
104 Cottage Lake Way
Columbia, SC 29209
803.250.7545
roselynwise2007@hotmail.com

CC: Michelle Dennis, Fee Dispute Coordinator
P.O. Box 608
Columbia, SC 29202

State of SC County of Richmond
Subscribed and sworn before me on 6/22/21
(Date)

(Notary Signature)



JOSHUA M. MEDLIN
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 05-26-2027

EXHIBIT B
DANIEL C. PLYLER
SMITH ROBINSON
INVESTIGATION

RECEIVED

SEP 16 2022
SC Court of Appeals

Turner Padget

Thomas C. Salane

REPLY TO
E-Mail: TSalane@TurnerPadget.com
Writer's Direct Dial: (803) 227-4289
Writer's Direct Fax: (803) 400-1526

May 3, 2021

PERSONAL AND CONFIDENTIAL

Roselyn Wise
104 Cottage Lake Way
Columbia, S.C. 29209

Eric Chalmers Poston
1320 Main St., Suite 316
Columbia, S.C. 29201

Re: Fee Claim Dispute #2021FEB05 – Roselyn Wise v. Eric Chalmers Poston

Dear Ms. Wise and Mr. Poston:

Pursuant to the Rules and regulations of the Fee Disputes Board, enclosed herewith is a copy of the report of the Assigned Member in the above referenced fee dispute. By copy of this letter, I am serving the ORIGINAL report on the Fee Dispute Coordinator.

As Circuit Chair of the Fifth Circuit, I concur with the recommendation of the Assigned Member that Ms. Wise is not entitled to a refund of her initial retainer or any portion thereof and the claim is denied. Mr. Poston has waived any fees charged in excess of the initial retainer.

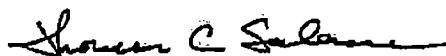
Pursuant to Rule 13 of the Rules and Regulations of the Fee Disputes board, as the fee in dispute is \$7,500 or less, the decision of the Assigned Member, with the concurrence of the Fee Dispute Chairman, is final. Appeal may be made only as provided in Rule 20 of the Rules and Regulations of the Fee Disputes Board. These rules are time sensitive. A copy of these rules are available online at <http://www.judicial.state.sc.us/court Reg/>.

Turner Padget

Roselyn Wise
Eric Chalmers Poston, Esquire
May 3, 2021
Page 2

Sincerely,

TURNER PADGET GRAHAM AND LANEY P.A.



Thomas C. Salane

TCS:ts
Enclosure

cc: Michelle Dennis, Fee Disputes Coordinator
Daniel C. Plyler, Esquire (w/o enclosures)

SMITH ROBINSON

Forward thinking. Results driven.

Smith Robinson Holler DuBose and Morgan, LLC

COLUMBIA 2530 Devine Street, Columbia, SC, 29205
P: 803.254.5445 F: 803.254.5007

SUMTER 126 N. Main Street, Sumter, SC 29151
P: 803.778.2471 F: 803.778.1643

CAMDEN 935 Broad Street, Camden, SC 29020
P: 803.432.1992 F: 803.432.0784

Reply To: Daniel C. Plyler
Columbia Office

April 30, 2021

Via Email & U.S. Mail

Thomas C. Salane, Esquire
Circuit Chair, Fifth Judicial Circuit
Post Office Box 1473
Columbia, South Carolina 29202

RE: Fee Dispute - Roselyn Wise v. Eric Chalmers Poston

Dear Mr. Salane:

SCOPE OF INVESTIGATION

I was assigned by the Resolution of Fee Disputes Board to investigate the complaint made by Roselyn Wise against Attorney Eric Chalmers Poston. I spoke with both Ms. Wise and Mr. Poston regarding this matter. In addition, I have reviewed the following documents all of which are attached to this report as exhibits:

1. Application for Resolution of Fee Disputed Fee made by Roselyn Wise, along with supporting documentation
2. Legal Retainer Agreement between Wise and Poston
3. Emails between Poston and Wise
4. Letter from Poston to Attorney Plyler explaining and correcting his billing entries
5. Revised billing entries of Poston's time
6. Voicemail left by Eric Poston to Roselyn Wise from December 2, 2020

~~In addition to reviewing the documents referenced above, I also reviewed the ECF Docket Report for Roselyn Wise v. Piedmont/American Airlines, Michelle Foote, and Donald Peru, C/A: 3:20-cv-01030-MDS, which is the lawsuit in which Attorney Poston represented Ms. Wise.~~

BACKGROUND

Ms. Wise retained Attorney Poston to represent her in on-going litigation. The litigation in question was pending in Federal Court and involved Ms. Wise's allegations that her employer had unlawfully retaliated against her for reporting sexual harassment in violation

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Founding Partners: G. Mitchell Smith, Jr. | Jonathan M. Robinson | David C. Holler | John K. DuBose, III | H. Thomas Morgan, Jr.

DS

of Title VII of the Civil Rights Act of 1964. Ms. Wise also alleged state law claims for defamation and civil conspiracy. The litigation was initiated *pro se* and filed by Ms. Wise on March 13, 2020. The Defendants to that lawsuit filed a motion to dismiss on June 2, 2020.

Ms. Wise retained Attorney Poston and signed a fee agreement with Attorney Poston on July 8, 2020. In the Fee Agreement Ms. Wise agreed to pay Attorney Poston a rate of \$150.00 per hour for his work on the matter. She also agreed to pay a \$2,000.00 retainer, and that fees earned could be drawn from that retainer.

Ms. Wise paid the retainer of \$2,000.00 July 9, 2020 as evidenced by a receipt of payment. A review of the docket report for the litigation in question shows that Attorney Poston made an appearance in the case on July 9, 2020. On July 24, 2020, Attorney Poston filed a motion for extension of time in which Plaintiff might amend her Complaint. That motion was denied by the Court on August 28, 2020. That same day the Magistrate Judge handling the matter issued a Report and Recommendation recommending that Defendants' motion to dismiss be granted. The Report and Recommendation was adopted by the District Court Judge on September 24, 2020, and a judgment was issued that same day.

According to the documents provided for review, Ms. Wise sought to end the attorney-client relationship with Attorney Poston on December 21, 2020. On, or about, January 2, 2021 Attorney Poston sent a bill / demand to Ms. Wise asking for her to remit payment of fees in the amount of \$955.00. The letter contained an itemized billing statement showing the work Attorney Poston performed on Ms. Wise's behalf.

Ms. Wise initiated this Fee Dispute on, or about, January 4, 2021. Ms. Wise claims that Attorney Poston did not actually work on her case and did not keep her informed of the status of the case.

FINDINGS

Based on the review of the documentation provided and my interview of both Ms. Wise and Attorney Poston, I find that there was a valid and enforceable fee agreement entered into by Ms. Wise on, or about, July 8, 2020. That fee agreement set forth an hourly rate of \$150.00 for any work Attorney Poston performed on behalf of Ms. Wise and required a refundable retainer of \$2,000.00 from which earned fees were to be deducted. The attorney-client relationship was ended at the request of Ms. Wise on December 21, 2020.

Attorney Poston submitted an itemized billing statement, which shows he worked 19.7 hours on behalf of Ms. Wise and regarding the subject litigation. The fee agreed to by the parties was \$150.00 per hour, so Attorney Poston's fees totaled \$2,955.00.

When the itemized statement was first provided for review, it appeared that Attorney Poston had performed some work, for which he was attempting to charge a fee to Ms. Wise, after Ms. Wise ended the attorney-client relationship. During my interview of Attorney Poston, he explained that he had started using a new billing software, and the dates showing on the time entries in question were the dates he entered the time, not the dates the work was performed. He then provided a corrected billing statement, which is attached to this report,

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Thomas C. Salane, Esquire
April 30, 2021
Page 3

under a cover letter dated March 8, 2021. In that same letter, Attorney Poston indicates he is not seeking to recover the fee he claims of \$955.00 that was not covered by the initial retainer.

I have reviewed the time entries on the corrected, itemized billing statement provided by Attorney Poston. Those entries reflect numerous telephone calls and emails to and from the client as well as opposing counsel, review of materials and filings that predated Attorney Poston's appearance in the case, and the drafting of a Motion for Extension of time in which to file an Amended Complaint. All of the entries appear to be related to work Attorney Poston claims he performed on behalf of Ms. Wise and in furtherance of the subject litigation. Furthermore, many of the entries are consistent with a review of the ECF Docket Report for the subject lawsuit.

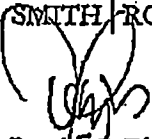
CONCLUSION

My role in this matter is limited to determining if an attorney-client relationship existed, if there was a valid and enforceable fee agreement, and if there is evidence of work performed by the Attorney, on behalf of the client, for which a fee is owed. I am not authorized to review, nor have I sought to formulate an opinion about, the quality of the work provided by the Attorney on behalf of the client.

It is my opinion that an attorney-client relationship did exist between Ms. Wise and Attorney Poston. That said relationship was commenced on July 8, 2020 and that it ended on, or about, December 21, 2020. The fee agreement entered into in this case is clear regarding the amount of the initial retainer, the fee rate, and the manner in which fees and expenses would be charged. Furthermore, it is my opinion that the charges invoiced by Attorney Poston appear to be reasonable considering the complexities of the litigation in question, and the time spent working on the matter, as reflected in the itemized billing statement, appears to be reasonable. I find nothing in the record that would show that Ms. Wise is entitled to a return of the \$2,000.00 retainer. Therefore, in my opinion, the dispute should be denied.

Respectfully submitted,

SMITH ROBINSON


Daniel C. Plyler
SC Bar # 72671

Attachments

cc: Michelle Dennis, Fee Disputes Coordinator

EXHIBIT C
WISE V. PIEDMONT
AND
SUPPORTING
DEFAMATION LEGAL
INFORMATION
PROVIDED TO MR.
POSTON

RECEIVED

SEP 16 2022

SC Court of Appeals

Roselyn Wise,

Complaint for a Civil Case
Plaintiff,

v.
Piedmont/American Airlines,
Michelle Foose, and Donald Peru,
Defendant.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
Columbia Division

Case No.:

Jury Trial Demanded

RECEIVED
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2020 MAR 13 AM 10:02

Plaintiff, complaining of the Defendants herein, respectfully alleges the following:

PARTIES

1. Plaintiff Roselyn Wise is a citizen and resident of Richland County, South Carolina.
2. Defendant Piedmont/American Airlines is a subsidiary company of American Airlines in Wicomico County, Maryland
3. Defendant Michelle Foose is employed by Piedmont/American Airlines at Corporate and is a citizen in the state of Maryland.
4. Defendant Donald Peru is employed by Piedmont /American Airlines Charlotte Douglas International Airport and is a citizen and resident of Richland County, South Carolina.

FACTUAL ALLEGATIONS

5. Plaintiff began working for Piedmont/US Airways in July 2013 as a customer service agent. And then Piedmont/ American Airlines in January 2014 in the same position when US Airways gained control and merged with American Airlines.
6. Plaintiff performed her job in a competent, if not more than competent manner, while employed by Piedmont/American Airlines.
7. However, Plaintiff was treated in a hostile manner and received unfair treatment by Defendant Piedmont/American Airlines employees, including, but not limited to,

Plaintiff's station manager, Defendant Donald Peru and Defendant Piedmont/American Airlines Vice President of Human Resources employee, Michelle Foose, during her employment and was falsely accused of having a felony criminal record, not being able to hold her SIDA badge, and forged documents.

8. Plaintiff submitted court documents from a judge showing pending charges of allegedly forged documents were dismissed.
9. Plaintiff submitted documents from SLED showing she had no *felony* criminal charges which enables her to hold her SIDA badge.
10. Plaintiff also provided a letter statement from her current federal/state job proving she did not have a felony criminal record and that they follow the same background check procedures. And that letter also proved that she was hired during the time that Defendants Michelle Foose and Donald Peru accused Plaintiff of having a *felony* criminal record.
11. In 2016, Plaintiff reported to the Station Manager, Donald Peru, that a male employee supervisor David Hibbert, (which is a very close friend of Donald Peru's) was making sexual comments towards her and making her feel uncomfortable.
12. To Plaintiff's knowledge, the male employee was not reprimanded or terminated for making such comments.
13. Thereafter supervisor David Hibbert began making comments to many other co-worker's particularly male coworkers to watch out and stay away from Plaintiff.
14. Plaintiff learned of this when co-worker a male Piedmont/American Airlines co-worker made her aware of the statements.
15. Shortly thereafter in September 2016 Defendant Donald Peru began nit picking with Plaintiff and accused her of not completing a job function during boarding an aircraft.

16. Plaintiff challenged the false allegations in a grievance and won.
17. Plaintiff proved that she had requested training for that function numerous times via e-mail and Defendant Donald Peru failed to provide training.
18. In or around the beginning of 2017, Piedmont/American Airlines accused Plaintiff of forging Piedmont documents to the South Carolina Department of Employment Workforce.
19. Defendants white Human Resources Vice President Michelle Foose contacted, the Plaintiff on numerous occasions and requested that the Plaintiff provide her with the alleged forged documents.
20. Defendant Michelle Foose even stated and led Plaintiff to believe once everything was cleared that she would be able to return to work. It was later discovered that this was done out of malice and false pretense to deceive Plaintiff into providing information Defendant could use to cause harm against Plaintiff.
21. Plaintiff informed Defendant Michelle Foose that she was not in possession of any alleged forged documents, but she continued to email the Plaintiff and accuse her of withholding documents from Piedmont/American Airlines.
22. Defendant Michelle Foose continued to harass and assert via e-mail went on for an entire year of criminal activity until Plaintiffs termination.
23. On March 20 2018, Plaintiff received an e-mail from Defendant Donald Peru, stating that her felony criminal record did not allow Plaintiff to hold a SIDA badge, falsely accusing Plaintiff of forging Piedmont/American Airlines documents to an outside agency; and informing Plaintiff that she was being terminated based on the same.

24. Plaintiff and grievance president requested to have access to information that brought Defendant Donald Peru and Michelle Foose. And they would not cooperate and provide the information.
25. Defendants Michelle Foose and Donald Peru did not follow appropriate protocol because they were supposed to send a letter of termination via first class US postal not e-mail. There was never a termination letter received via mail.
26. Plaintiff immediately requested a grievance hearing and Defendants Michelle Foose and Donald Peru prolonged the request. Finally a request was granted Defendants still continued to uphold falsely accusing Plaintiff of criminal activity
27. Plaintiff immediately requested a systems board hearing and that hearing was prolonged for three months.
28. In June of 2018 Plaintiff challenged the false allegations with proof at the systems board hearing and Defendants still accused Plaintiff of criminal conduct. And Defendant Donald Peru even went as far as humiliating Plaintiffs character and calling her a liar in front of everyone at the hearing. And Tracey from Human Resources also took the effort to be mean spirited as to victim shame Plaintiff with sarcasm by asserting, "you sure have had a lot of identity theft."
29. In January of 2019 after Plaintiff had been terminated she was informed by co-worker. A former TSA worker in the airport that he recently inquired about Plaintiff as to if she still worked for Piedmont/American Airlines and he was told that Plaintiff no longer worked for the airlines because she could not pass her security clearance. Everyone that works with any airline or airport knows what that means because we all have to pass the same clearance with no felony criminal record.

30. Defendants Michelle Foose and Donald Peru leaked this personal confidential information with negligence and malice to unprivileged co-workers and the public even after they had been presented with factual court documents from a judge and a SLED Background check proving their allegations to be false.

31. The reason provided for Plaintiff's termination was false and pre-textual.

32. Therefore Plaintiff believes that she was discriminated on the basis of race and sex and in retaliation for her complaints of sex discrimination, in violation of Title VII of the Civil Rights Act of 1964, as amended.

FOR FIRST CAUSE OF ACTION
AGAINST DEFENDANT PIEDMONT/AMERICAN AIRLINES
(Defamation)

33. Plaintiff realleges the foregoing where consistent.

34. Defendant Piedmont/American Airlines by and through its agents and employees, falsely, accused Plaintiff of unfitness in her profession and criminal activity. Specifically, Defendant Piedmont/American Airlines asserted in writing and falsely accused Plaintiff verbally of criminal activity.

35. Defendant Piedmont/American Airlines did so by negligently and intentionally failing to maintain the grounds for its investigation into Plaintiff and termination of Plaintiff on a reasonable need-to-know basis. The same amounts to an unlawful abuse of privilege.

36. Defendant Piedmont/American Airlines terminated Plaintiff on pre-textual grounds amid its negligently maintained investigation into alleged assertions and criminal activity by Plaintiff, ratifying the defamation described above.

37. The false and pre-textual grounds of Plaintiff's termination were published by word and act by Defendant Piedmont/American Airlines to unprivileged coworkers of the Plaintiff.

38. Such publications are false, known to be false by Defendant Piedmont/American Airlines, and made with malice and with reckless disregard of the truth. Even after being provided court documents finalized by a judge and a SLED background check proving all assertions and false accusations not to be true.

39. The defamation alleged here is per se in that Plaintiff has been accused of criminal conduct and unfitness in her profession to hold a SIDA badge.

40. As a direct and proximate result of the defamation alleged herein, Defendant Piedmont/American Airlines has caused and is liable for severe and continuing injury to Plaintiff's reputation, humiliation, embarrassment, and pain and suffering.

FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT PIEDMONT/AMERICAN AIRLINES

(Retaliation)

41. Plaintiff realleges the foregoing where consistent.

42. Defendants Michelle Foose, Donald Peru, supervisor David Hibbert and others met, conspired, and

schemed to cause the Plaintiff harm.

43. This was done in an effort to retaliate and punish Plaintiff for reporting the sexual comments supervisor David Hibbert made towards Plaintiff.

44. Out of malice and spite supervisor David Hibbert began telling other co-workers particularly males to stay away and watch out for Plaintiff.

45. Plaintiff then began to notice there was a change in disposition from co-workers particularly males due to supervisor David Hibberts-retaliation which created a hostile environment.

46. Plaintiff no longer felt comfortable reporting to Defendant Donald Peru due to the hostility it caused to be retaliated onto her.

47. In an effort to help his friend Defendant Donald Peru also began retaliating by falsely accusing Plaintiff of not completing a task during aircraft boarding, forged documents, and criminal conduct.

FOR A THIRD CAUSE OF ACTION
AGAINST DEFENDANT PIEDMONT/AMERICAN AIRLINES

(Civil Conspiracy)

46. Plaintiff realleges the foregoing where consistent.

47. Defendants Michelle Foose, Donald Peru, and others met, conspired, and schemed to cause the Plaintiff harm.

48. The individual defendants and others acted outside of the scope of their employment and, in abuse of their positions to falsely accuse Plaintiff of criminal conduct and unfitness in her profession in an effort of retaliation for Plaintiff reporting sexual comments made by male coworker supervisor David Hibbert which is also a close friend to Defendant Donald Peru to ultimately have Plaintiff terminated from her position.

49. Shortly before being terminated Defendant Donald Peru made Plaintiff aware that Defendant Michelle Foose was conspiring to terminate her claiming she had abandoned her job. Defendant Michelle Foose placed Plaintiff on suspension, causing Plaintiff not to be at work. Plaintiff communicated with Defendant Michelle Foose the entire time via e-mail, with updates

50. Defendant Michelle Foose and Donald Peru both kept conspiring looking for reasons to falsely accuse Plaintiff to be terminated.

51. That such treatment of the Plaintiff by the individual defendants was motivated by an intent to harm Plaintiff for their own personal agendas and personal benefit.

52. Such actions of the individual defendants have isolated and damaged Plaintiff in her field of service and employment, are outside the course and scope of their employment with Defendant Piedmont/American Airlines and have inflicted special damages upon her in so doing.

53. The foregoing conduct amounts to an unlawful civil conspiracy to deprive Plaintiff of her rights and to specially harm the Plaintiff, for which the individual defendants are liable.

54. Said civil conspiracy has directly and proximately caused the Plaintiff to be ostracized, isolated, and essentially black-listed in her profession; it has caused the Plaintiff and her family to suffer increased stress and anxiety, loss of wages, loss of accustomed family lifestyle, loss of sleep, loss of companionship, and forced her to incur the costs and reasonable attorney's fees of prosecuting this action. Further, the Plaintiff is entitled to an award of punitive damages for the malicious, intentional, and mean-spirited actions of the individual defendants acting herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment to be awarded against the Defendant Piedmont/American Airlines for all recoverable damages she has suffered as a result of defamation and discrimination through retaliation alleged herein in an appropriate amount to be determined by a jury, as well as any restitution or equitable action this Court should deem proper. Plaintiff further prays for Attorney's Fees and Costs. Last, Plaintiff requests prejudgment interest be awarded on all of her damages. FURTHERMORE, Plaintiff prays for a separate award and judgment against the individual defendants, jointly and severally, for civil conspiracy and all damages caused thereby, as alleged hereinabove, including punitive damages in an amount to be determined reasonable by a jury of the Plaintiff's peers.

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA

Roselyn Wise

Plaintiff,

vs.

Piedmont American Airlines

Michelle Foase

Donald Percu

Defendant(s).

C/A No. _____

Pro Se Party's Answers to
Rule 26.01 Interrogatories

- (A) State the full name, address and telephone number of all persons or legal entities who may have a subrogation interest in each claim and state the basis and extent of said interest.

None

- (B) As to each claim, state whether it should be tried jury or non jury and why.

This claim demands a jury trial.

- (C) State the basis for asserting the claim in the division in which it was filed (or the basis of any challenge to the appropriateness of the division).

The claim was filed in this division due to the diversity of citizenship. And most of the damages occurred here.

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USDC CLERK, COLUMBIA, SC
2020 MAR 13 AM 10:02

- (D) Is this action related in whole or in part to any other matter filed in this District, whether civil or criminal? If so, provide: N/A
- (1) a short caption and the full case number of the related action;
 - (2) an explanation of how the matters are related; and
 - (3) a statement of the status of the related action.

Please disclose any cases which may be related regardless of whether they are still pending.

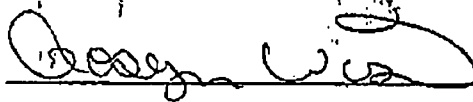
Note: Whether cases are related such that they should be assigned to a single judge will be determined by the Clerk of Court based on a determination of whether the cases: arise from the same or identical transactions, happenings or events; involve the identical parties or property; or for any other reason would entail substantial duplication of labor if heard by different judges.

- (E) [Pro Se Defendants only.] If the defendant is improperly identified, give the proper identification and state whether the party(ies) submitting these responses will accept service of an amended summons and pleading reflecting the correct identification.

- (F) [Pro Se Defendants only.] If you contend that some other person or legal entity is, in whole or in part, liable to you or the party asserting a claim against you in this matter, identify such person or entity and describe the basis of said liability.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 03.03 day of March, 2020



Signature of Party Responding

EXHIBIT D
RETAINER AGREEMENT

RECEIVED

SEP 16 2022

SC Court of Appeals

Legal Retainer Agreement
Chalmers Poston, LLC

1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
info@chalmersposton.com

Client:

Roselyn Wise
104 Cottage Lake Way
Columbia, SC 29209
roselynwise2007@hotmail.com

Your Attorney:

Eric Chalmers Poston, Esq.
eposton@chalmersposton.com

Re: **Retainer Agreement – Federal Discrimination/Wrongful Termination/Etc.**

Client: Roselyn Wise

Matter: General Legal Assistance as Outlined in Paragraph 1 Below

Dear Ms. Wise:

Thank you for choosing Chalmers Poston, LLC as your attorneys in the above-stated matter. If the terms of this agreement are acceptable, please sign and date at the end of this agreement and return via email at info@chalmersposton.com or by mail to 1320 Main Street, Suite 316, Columbia, SC 29201. We cannot assist you with any legal matter until we receive this letter and payment as outlined below.

Identification of the Parties. This agreement is made between Eric C. Poston Esq. of Chalmers Poston, LLC ("Attorney") and Roselyn Wise ("Client").

1. **General Nature of Assistance.** Attorney will assist Client with all necessary proceedings prior to filing an employment discrimination lawsuit in the Federal courts, as well as the lawsuit itself and all related legal actions. Attorney will first attempt to file an Amended Complaint in Client's recently filed defamation lawsuit.
3. **Respective Responsibilities of Attorney and Client.** Attorney will endeavor to represent Client competently in accordance with the highest legal and ethical standards. Client will be cooperative, responsible and truthful in its relationship with Attorney. However, both parties have the right to withdraw from this relationship at any time.

4. Attorneys' Fees. Attorney will charge Client a \$2,000 retainer handle this matter. Clients agree to pay Attorney at a rate of \$150 per hour, to be drawn from the retainer fee up to and until the retainer is exhausted. If the retainer fee is exhausted, Attorney will continue to bill at the same hourly rate. If this matter is concluded prior to exhaustion of the retainer fee, the remainder of the fee will be paid back to Client. Chalmers Poston, LLC accepts cash, cashier's checks or credit/debit cards for payment. Please call for instructions on how to make payment via these various methods.

5. Dispute Resolution. Occasionally, attorneys and their Clients have disputes arising from their relationship. If this happens between Client and Attorney, both parties agree that the dispute will not be resolved by lawsuit. Instead, if we are unable to work out the dispute among ourselves, then, upon the request of any party, it will be resolved by arbitration. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

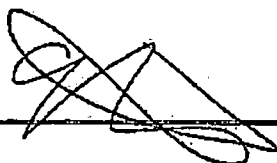
6. Miscellaneous.

(a) This agreement contains the entire agreement between Client and Attorney. This agreement may be modified only by subsequent written agreement between the director of Clients and Attorney.

(b) If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will remain in effect.

(c) This agreement shall apply to any additional or subsequent matters that Attorney agrees to undertake on behalf of the Clients, unless the parties agree in writing to some different arrangement.

Date: 7-5-20

Attorney Signature: 

Date: 07-08-2020

Client Signature: 

Invoice 1028 from Chalmers Poston LLC

Chalmers Poston LLC <quickbooks@notification.intuit.com>

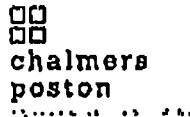
Mon 7/6/2020 6:39 PM

To: roselynwise2007@hotmail.com <roselynwise2007@hotmail.com>

📎 1 attachments (20 KB)

Invoice_1028_from_Chalmers_Poston_LLC.pdf;

INVOICE 1028



Chalmers Poston LLC

Dear Roselyn Wise,

Here's your invoice! We appreciate your prompt payment.

Thanks for your business!

Chalmers Poston LLC

DUE 07/10/2020

\$2,000.00

Pay Invoice

Powered by QuickBooks

Chalmers Poston LLC

1320 Main St, Suite 300 Columbia, SC 29201 US

eposton@chalmersposton.com www.chalmersposton.com

If you receive an email that seems fraudulent, please check with the business owner before paying.



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EXHIBIT E
APPROVAL OF
EXTENTION OF TIME
TO AUGUST 8, 2020
AND
E-MAIL

RECEIVED

SEP 16 2022

SC Court of Appeals

MIME-Version:1.0 From:SCDEfilingstat@scd.uscourts.gov To:scd_ecf_nief@localhost.localdomain
Bcc: Message-Id:<9695264@scd.uscourts.gov>Subject:Activity in Case 3:20-cv-01030-MBS-PJG
Wise v. Piedmont/American Airlines et al Order on Motion for Extension of Time to File.
Response/Reply Content-Type: text/html

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT
RESPOND to this e-mail because the mail box is unattended.

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each document during this first viewing. However, if the referenced document is a transcript, the
free copy and 30 page limit do not apply.

U.S. District Court

District of South Carolina

Notice of Electronic Filing

The following transaction was entered on 7/2/2020 at 3:50 PM EDT and filed on 7/2/2020

Case Name: Wise v. Piedmont/American Airlines et al

Case Number: 3:20-cv-01030-MBS-PJG

Filer:

Document Number: 35(No document attached)

Docket Text:

DOCKET TEXT ORDER granting [34] Motion for Extension of Time. Plaintiff's deadline to
effect service of process is extended until August 8, 2020. Plaintiff's deadline to file her response
to [22] Defendants' Motion to Dismiss is extended until August 8, 2020. Failure to comply may
result in dismissal of the Complaint for failure to prosecute. Davis v. Williams, 588 F.2d 69, 70
(4th Cir. 1978); Fed. R. Civ. P. 41(b). Entered at the direction of Magistrate Judge Paige J.
Gossett on 7/2/2020. (kkus,)

3:20-cv-01030-MBS-PJG Notice has been electronically mailed to:

Kristin Starnes Gray kstarnes@fordharrison.com, tdouglass@fordharrison.com

Brian N McCracken bmccracken@fordharrison.com

3:20-cv-01030-MBS-PJG Notice will not be electronically mailed to:

Roselyn Wise

104 Cottage Lake Way

Columbia, SC 29209

Roselyn Wise
104 Cottage Lake Way
Columbia, SC 29209

Re: Retainer Agreement and Approved Extension of time

Roselyn Wise <roselynwise2007@hotmail.com>

Thu 7/9/2020 6:10 PM

To: Chalmers Poston, LLC <info@chalmersposton.com>

Thank you!

Sent from my iPhone

On Jul 9, 2020, at 5:21 PM, Chalmers Poston, LLC <info@chalmersposton.com> wrote:

Awesome! Will start working on you case today.

Eric Poston, Esq.
Chalmers Poston, LLC
1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
<image001.png>

From: Roselyn Wise <roselynwise2007@hotmail.com>
Date: Thursday, July 9, 2020 at 12:34 AM
To: "Chalmers Poston, LLC" <info@chalmersposton.com>
Subject: Retainer Agreement and Approved Extension of time

Good Morning Mr. Poston, Esq,

Enclosed as an attachment is the retainer agreement. And also the motion I filed for an enlargement of time came in the mail today. And was approved for an extension of 08.08.2020.

Thank you,

Roselyn Wise
803.250.7545

EXHIBIT F
DISTRICT COURT
ORDER OF
RECOMMENDATION

RECEIVED

SEP 16 2022

SC Court of Appeals

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Roselyn Wise,

Plaintiff,

v.

Piedmont/American Airlines,
Michelle Foose, and
Donald Peru,

Defendants.

C/A No. 3:20-cv-1030-MBS

ORDER

Plaintiff Roselyn Wise filed a pro se complaint pursuant to Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. §§ 2000e *et seq.*, asserting both unlawful retaliation for reporting sexual harassment and state law claims for defamation and civil conspiracy. ECF No.

1. In accordance with 28 U.S.C. § 636(b) and Local Rule 73.02, D.S.C., this matter was referred to United States Magistrate Judge Paige J. Gossett for pretrial handling. This matter is now before the court for review of the Magistrate Judge's Report and Recommendation.

BACKGROUND

Plaintiff alleges that her employer, Defendant Piedmont/American Airlines,¹ engaged in unlawful retaliation when it terminated her employment on March 20, 2018. Plaintiff further alleges that Piedmont is liable for defamation *per se* on the basis that it, "by and through its agents and employees, falsely accused Plaintiff of unfitness in her profession and criminal

¹ Defendants assert in their motion to dismiss that "there is no entity known as 'Piedmont/American Airlines,'" and that Plaintiff was employed by Piedmont Airlines, Inc., hereinafter referred to as "Piedmont." See (ECF No. 22 at 1 n.1).

activity.” ECF No. 1 at 5. Plaintiff alleges that station manager, Defendant Donald Peru, and Human Resources officer, Defendant Michelle Foose, conspired to retaliate against her for her reports accusing her supervisor, David Hibbert, of sexual harassment. *Id.* at 6-8. The court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1367 and notes the parties are not diverse. *See* ECF No. 1 at ¶¶ 1, 4.

On June 2, 2020, Defendants filed a motion to dismiss pursuant to Federal Rules of Civil Procedure 12(b)(2), (5), and (6) for lack of personal jurisdiction, improper service, and failure to state a claim, asserting, among other arguments, that Plaintiff’s use of certified mail was insufficient to effect service on any Defendant, the Title VII claim is untimely because Plaintiff failed to file a charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”) within 300 days of the date of her termination, and the state law claims fail as a matter of law. ECF No. 22. The following day, the Magistrate Judge entered an order pursuant to *Roseboro v. Garrison*, 528 F.2d 309 (4th Cir. 1975), advising Plaintiff that the court could dismiss her complaint should she fail to respond to the motion to dismiss. ECF No. 26. The Magistrate Judge also entered a scheduling order setting in relevant part a deadline of July 2, 2020 by which to file amended pleadings. ECF No. 27. Plaintiff thereafter moved for an extension of time to obtain counsel, properly serve Defendants, and file a response to the motion to dismiss. ECF No. 34. The Magistrate Judge granted the motion and extended the deadline to effect service and file a response to August 8, 2020. ECF No. 35.

~~Attorney Eric Chalmers Poston entered an appearance on behalf of Plaintiff on July 9, 2020. ECF No. 39. On July 24, 2020, Plaintiff through her attorney filed an opposed motion for an extension of time to amend the complaint. ECF No. 42; see ECF No. 43. The motion did not include a proposed amended complaint or specify how Plaintiff intended to amend the pleading.~~

Plaintiff did not file a response to the motion to dismiss by the extended deadline and, on August 14, 2020, the Magistrate Judge set a telephonic status conference to “discuss matters related to scheduling and any other topics which may aid in the efficient progression of this case.” ECF No. 45. Plaintiff’s counsel failed to appear for the status conference, ECF No. 48 at 1 n.1, and the Magistrate Judge thereafter denied the motion for an extension of time to amend the complaint, ECF No. 46.

On August 28, 2020, the Magistrate Judge issued a Report and Recommendation recommending that the court grant the motion to dismiss and dismiss the action without prejudice. ECF No. 48. The Magistrate Judge recited the legal standards governing motions filed pursuant to Federal Rules of Civil Procedure 12(b)(5) and (6) and found, “[f]or the reasons argued by the defendants in their motion and based on the authorities cited therein,” that Plaintiff had failed to properly serve Defendants and, in the alternative, that the Title VII claim is untimely and the state law claims fail as a matter of law. ECF No. 48. Pursuant to *Diamond v. Colonial Life & Acc. Ins. Co.*, 416 F.3d 310 (4th Cir. 2005), the Magistrate Judge advised Plaintiff of her right to file an objection to the Recommendation. ECF No. 48 at 4. Plaintiff did not file an objection to the Recommendation and to date has not filed a response to the motion to dismiss.

The Magistrate Judge makes only a recommendation to this court. The recommendation has no presumptive weight and the responsibility for making a final determination remains with the court. *Mathews v. Weber*, 423 U.S. 261, 270 (1976). The court reviews de novo only those portions of a magistrate judge’s report and recommendation to which specific objections are filed and reviews those portions which are not objected to—including those portions to which only “general and conclusory” objections have been made—for clear error. *Diamond*, 416 F. 3d at 315; *Camby v. Davis*, 718 F.2d 198, 200 (4th Cir. 1983); *Opriano v. Johnson*, 687 F.2d 44, 77 (4th Cir.

1982). The court may accept, reject, or modify, in whole or in part, the recommendation of the Magistrate Judge or recommit the matter with instructions. 28 U.S.C. § 636(b)(1). Notwithstanding Plaintiff's failure to object, the court has thoroughly reviewed the record and adopts the Recommendation in part.

DISCUSSION

First, with respect to service, the court agrees that Plaintiff failed to effectively serve Defendants Piedmont and Foose and finds that it is not entirely clear whether Plaintiff effectively served Defendant Peru. The Federal Rules of Civil Procedure provide that a corporation and an individual may be served by following state law for serving a summons in an action brought in courts of general jurisdiction in the state where the district court is located or where service is made. Fed. R. Civ. P. 4(e), (h). South Carolina law permits a corporation and an individual to be served by registered or certified mail where a return receipt is requested and delivery is restricted to the addressee. SCRCP 4(d)(8). Therefore, to properly serve Defendants under South Carolina law via certified mail, Plaintiff was required to restrict delivery to the addressee and to obtain a return receipt. *See Roche v. Young Bros. of Florence*, 456 S.E.2d 897, 900 (S.C. 1995) (explaining that Rule 4(d)(8) of the South Carolina Rules of Civil Procedure "requires that the return receipt be restricted to the addressee and show acceptance by the defendant"). *See also Langley v. Graham*, 472 S.E.2d 259, 260 (S.C. Ct. App. 1996) (finding service to be improper in part because the delivery of the summons and complaint was not restricted to addressee only).

As to Defendant Piedmont, Plaintiff addressed service to "Piedmont/American Airlines," not the entity's proper name, and failed to restrict receipt to the addressee. ECF No. 21-1 at 1. The return receipt was signed by a Katarina Parish, whom Defendants represent is a front desk receptionist. *Id.*; ECF No. 22-5 at 6. As to Defendant Foose, while it is unclear

whether Plaintiff requested restricted delivery, the summons and complaint were returned as "not deliverable as addressed and unable to forward," and thus Plaintiff did not receive a receipt. ECF No. 40-1. Finally, as to Defendant Peru, it is entirely unclear from the docket whether Plaintiff restricted delivery of the summons and complaint and whether she received a return receipt. *See* ECF No. 41.

Plaintiff attempted to serve Defendants Piedmont and Foose in Maryland and Defendant Peru in North Carolina. Maryland law permits service on individuals and corporations by mail and provides that service by mail is effectuated "by mailing to the person to be served a copy of the summons, complaint, and all other papers filed with it by certified mail requesting 'Restricted Delivery.'" Md. Rule 2-121(a)(3). Where service is made by certified mail, "the proof shall include the original return receipt." *Id.* Service is made upon a corporation by serving its resident agent, president, secretary, or treasurer. North Carolina law similarly provides that a person can effect service on an individual by certified mail by "mailing a copy of the summons and of the complaint . . . return receipt requested, addressed to the party to be served, and delivering to the addressee." N.C. R. Civ. P. 4(j)(1)(c).

As mentioned, Plaintiff did not request restricted delivery for Defendants Piedmont or Foose and she did not obtain a return receipt for Foose. Additionally, she mailed the summons and complaint to "Piedmont," rather than to a person authorized to accept service, such as Piedmont's resident agent, president, secretary, or treasurer. *See* Md. Rule 2-124(o). Plaintiff's attempts to effect service on Defendants Piedmont and Foose fail under Maryland law just as they fail under South Carolina law. Again, with respect to Defendant Peru, the docket does not reflect that Plaintiff received a return receipt, without which she cannot effect service under North Carolina law.

The court notes that the Supreme Court of South Carolina has “never required exacting compliance with the rules to effect service of process,” *Roche*, 456 S.E.2d at 899, and rather instructs that the court inquire into whether “the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and the defendant has notice of the proceedings.” *Id.* Plaintiff bears the burden here of establishing that she effected service on Defendants in accordance with Federal Rule of Civil Procedure 4. *Elkins v. Broome*, 213 F.R.D. 273, 275 (M.D.N.C. 2003). However, in determining whether Plaintiff has satisfied her burden, the court should construe the technical requirements of service liberally, as long as the defendant had actual notice of the pending suit. *Karlsson v. Rabinowitz*, 318 F.2d 666, 668-69 (4th Cir. 1963). Of course, Defendants received sufficient notice of this lawsuit as evidenced by counsel’s entry of appearance on their behalf. In any event, and notwithstanding the deficiencies identified in Plaintiff’s efforts to effect service, the court agrees with Defendants that Plaintiff’s Title VII claim is not timely.

Title VII makes it unlawful to discriminate against an employee because, in relevant part, she “has opposed any practice made an unlawful employment practice by this subchapter.” 42 U.S.C. § 2000e-3(a). “Employees engage in protected oppositional activity when, inter alia, they ‘complain to their superiors about suspected violations of Title VII.’” *Boyer-Liberto v. Fontainbleau Corp.*, 786 F.3d 264, 281 (4th Cir. 2015). A plaintiff must first exhaust her administrative remedies with the EEOC before she can initiate a Title VII lawsuit in federal court. *Smith v. First Union Nat’l Bank*, 202 F.3d 234, 247 (4th Cir. 2000); 42 U.S.C. § 2000e-5(f)(1). Here, because Plaintiff filed a charge of discrimination with the South Carolina Human Affairs Commission, her deadline for filing a charge with the EEOC was 300 days from the date when the alleged unlawful employment practice occurred. *Jones v. Calvert Group, Ltd.*, 551

F.3d 297 (4th Cir. 2009) *abrogated on other grounds by Fort Bend County, Texas v. Davis*, 139 S. Ct. 1843 (2019); 42 U.S.C. § 2000e-5(c), (e). As outlined in the motion to dismiss, on February 7, 2019, Plaintiff filed her discrimination charge with the EEOC, complaining of retaliatory conduct that occurred on March 20, 2018, when Defendant Piedmont terminated her employment. ECF No. 22-1. Plaintiff filed the charge 324 days after the allegedly unlawful conduct. The failure to file a timely charge with the EEOC bars the claim in federal court. *McCullough v. Branch Banking & Trust Co.*, 35 F.3d 127, 131 (4th Cir. 1994). And, while, “filing a timely charge of discrimination with the EEOC is not a jurisdictional prerequisite to suit in federal court, but a requirement that, like a statute of limitations, is subject to waiver, estoppel, and equitable tolling,” *Zipes v. Trans World Airlines, Inc.*, 455 U.S. 385, 393 (1982), Plaintiff alleges no basis on which the court might find that the delay is subject to tolling. Therefore, the court finds that the Title VII claim is time-barred.

On dismissing the Title VII claim, only state law claims for conspiracy and defamation remain. Under 28 U.S.C. § 1367, “in any civil action of which the district courts have original jurisdiction, the[y] shall have supplemental jurisdiction over all other claims that . . . form part of the same case or controversy.” The court may decline to exercise supplemental jurisdiction over a claim when it has dismissed all claims over which it has original jurisdiction. 28 U.S.C. § 1367(c)(3). In deciding whether to exercise supplemental jurisdiction, the court must “consider and weigh in each case, and at every stage of the litigation, the values of judicial economy, convenience, fairness, and comity.” *Chicago v. Int’l College of Surgeons*, 522 U.S. 156, 173 (1997) (citing *Carnegie-Mellon Univ. v. Cohill*, 484 U.S. 343, 350 (1988)). Mindful of those values and the early stage of this litigation, and considering the circumstances of this particular

case and the nature of the state law claims, the court declines to exercise supplemental jurisdiction here.

Accordingly, the court adopts in part the Recommendation, ECF No. 48, and grants the motion to dismiss, ECF No. 22, as to the Title VII claim. The court declines to exercise supplemental jurisdiction over the state law claims and dismisses the entire action without prejudice.

IT IS SO ORDERED.

/s/Margaret B. Seymour
Margaret B. Seymour
Senior United States District Judge

Dated: September 23, 2020
Columbia, South Carolina

EXHIBIT G
E-MAILS TO POSTON

RECEIVED

SEP 16 2022

SC Court of Appeals

Letter of Attorney Termination

Roselyn Wise <roselynwise2007@hotmail.com>

Mon 12/21/2020 5:10 PM

To: Chalmers Poston, LLC <Info@chalmersposton.com>

Bcc: Sarah J. M. Cox <SCox@burnetteshutt.law>

📎 1 attachments (115 KB)

Letter of Attorney Termination.pdf;

Good Afternoon Mr. Poston,

Enclosed as an attachment is a letter of termination with other requests.

Thank you,
Roselyn Wise
803.250.7545

Fw: Retainer Agreement and Approved Extension of time

Roselyn Wise <roselynwise2007@hotmail.com>

Mon 12/14/2020 4:45 PM

To: Chalmers Poston, LLC <info@chalmersposton.com>

Good Afternoon Mr. Poston,

Per our telephone conversation on last week I called the office in today as you requested to come into the office this afternoon. I got the Verizon Wireless message. I will talk to you later.

From: Roselyn Wise <roselynwise2007@hotmail.com>

Sent: Wednesday, December 2, 2020 7:33 PM

To: Chalmers Poston, LLC <info@chalmersposton.com>

Subject: Re: Retainer Agreement and Approved Extension of time

I called 803.463.4561 but got a Verizon Wireless message. But I am available now 803.250.7545.

From: Chalmers Poston, LLC <info@chalmersposton.com>

Sent: Wednesday, December 2, 2020 6:35 PM

To: Roselyn Wise <roselynwise2007@hotmail.com>

Subject: Re: Retainer Agreement and Approved Extension of time

Tried calling. Give me a call when you get a chance. Finally some movement in the court system.

Eric Poston, Esq.

Chalmers Poston, LLC

1320 Main Street, Suite 316

Columbia, SC 29201

(803) 463-4561



**chalmers
poston**

AGGRESSIVE LAWYERING

From: Roselyn Wise <roselynwise2007@hotmail.com>

Date: Wednesday, December 2, 2020 at 2:36 PM

To: "Chalmers Poston, LLC" <info@chalmersposton.com>

Subject: Fw: Retainer Agreement and Approved Extension of time

Good Afternoon Mr. Poston,

I was just checking in with you about my question below.

Thank you,

From: Roselyn Wise <roselynwise2007@hotmail.com>
Sent: Thursday, November 12, 2020 12:05 PM
To: Chalmers Poston, LLC <info@chalmersposton.com>
Subject: Fw: Retainer Agreement and Approved Extension of time

Good Afternoon Mr. Poston,

I am just checking in about my question from October 27, 2020:

Okay this is the filing in the state court correct? And if so what are we waiting for them to respond on and the case number?

Thank you,

From: Roselyn Wise <roselynwise2007@hotmail.com>
Sent: Tuesday, October 27, 2020 9:39 PM
To: Chalmers Poston, LLC <info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Okay this is the filing in the state court correct? And if so what are we waiting for them to respond on?

Sent from my iPhone

On Oct 27, 2020, at 8:56 PM, Chalmers Poston, LLC <info@chalmersposton.com> wrote:

Hey Roselyn -- apologies on the delayed response. The world of law is in absolute shambles right now. I promise to update you as soon as I hear anything about the case!

Hope all is well.

Eric Poston, Esq.
Chalmers Poston, LLC
1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
<Image001.png>

From: Roselyn Wise <roselynwise2007@hotmail.com>
Date: Wednesday, October 14, 2020 at 12:40 PM
To: "Chalmers Poston, LLC" <info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Good Afternoon Eric,

I hope this email finds you well. I am not trying to over step any boundaries. But I was awaiting your phone call on last week as promised and never heard from you. I was just checking in that's all. Have a great day! I will talk to you soon.

From: Chalmers Poston, LLC <Info@chalmersposton.com>
Sent: Thursday, October 1, 2020 1:55 PM
To: Roselyn Wise <roselynwise2007@hotmail.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Roselyn – I'll update you as I go. With respect, please stop emailing me everyday. I have to charge you for these conversations and they are all meaningless. JUST TRUST ME TO DO MY JOB AND UPDATE YOU AS NECESSARY! Your case very Important to us.

Eric Poston, Esq.
Chalmers Poston, LLC
1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
<image002.png>

From: Roselyn Wise <roselynwise2007@hotmail.com>
Date: Thursday, October 1, 2020 at 11:39 AM
To: "Chalmers Poston, LLC" <Info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Good Morning Eric,

I hope this message finds you well. I tried to call you back about information you were explaining over the phone on yesterday so that you may continue. I called you back this morning and got a verizon wireless message. I will admit this is a bit stressful not really knowing what is going on or if anything have been filed to meet the deadline to Judge Gossetts' recommendation. So that's why I wanted to be updated to know what steps need to be taken. I have been wronged no doubt. I want to ensure I am able to help myself by meeting any all deadlines involved. I take lunch between 1pm and 2pm.

Thank you,

From: Roselyn Wise <roselynwise2007@hotmail.com>
Sent: Wednesday, September 30, 2020 12:54 PM
To: Chalmers Poston, LLC <Info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Hi,

I tried to send you a text but it came back undeliverable. My apology for the interruptions I am still at work and had to answer the phone and door. I answered because I was very interested in what you had to inform me of. I will call you back around 1:10pm on my lunch break.

From: Roselyn Wise <roselynwise2007@hotmail.com>
Sent: Wednesday, September 30, 2020 10:15 AM
To: Chalmers Poston, LLC <info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Hi, I understand, it was disappointing when I saw the information I read. I just would just like to know a little more about what was going on at each stage. At this point do I even still have a case? And was a reply already filed for Judge Gossetts' recommendation to meet the deadline?

From: Chalmers Poston, LLC <info@chalmersposton.com>
Sent: Thursday, September 24, 2020 2:48 PM
To: Roselyn Wise <roselynwise2007@hotmail.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Hi Roselyn - I'll update you as things happen. No worries!

Eric Poston, Esq.
Chalmers Poston, LLC
1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
<image003.png>

From: Roselyn Wise <roselynwise2007@hotmail.com>
Date: Wednesday, September 23, 2020 at 12:35 PM
To: "Chalmers Poston, LLC" <info@chalmersposton.com>
Subject: Fw: Retainer Agreement and Approved Extension of time

Good Afternoon Mr. Poston,

I am just writing to touch basis with you in reference to the e-mails below. When you get a chance can you please let me know what's going on with the case.

Thank you,
Roselyn Wise
803.250.7545

From: Roselyn Wise <roselynwise2007@hotmail.com>
Sent: Monday, September 21, 2020 11:32 AM
To: Chalmers Poston, LLC <info@chalmersposton.com>
Subject: Fw: Retainer Agreement and Approved Extension of time

Good Morning Mr. Poston,

I hope this email finds you well. Just checking back in with you. I went back and looked at the information online and saw they denied the motion to Amend the pleadings. And Judge Gossett has already submitted a recommendation. My concern is we never even got a chance to even start how is this legally fair? Also I am concerned that we meet our deadline

to reply to Judge Gossets recommendation. And even further an appeal. Please let me know what is going on when you get a chance.

Thank you,
Roselyn Wise
803.250.7545

From: Roselyn Wise <roselynwise2007@hotmail.com>
Sent: Thursday, September 17, 2020 3:13 PM
To: Chalmers Poston, LLC <Info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Hey Eric,

I am writing to touch basis to see about the cases. I was browsing through pacer and found some information I really didn't understand. Can you please help me with this information?

Thank you,
Roselyn Wise
803.250.7545

On Sep 15, 2020, at 3:38 PM, Chalmers Poston, LLC <Info@chalmersposton.com> wrote:

No point yet.

Eric Poston, Esq.
Chalmers Poston, LLC
1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
<Image001.png>

From: Roselyn Wise <roselynwise2007@hotmail.com>
Date: Friday, September 11, 2020 at 10:14 AM
To: "Chalmers Poston, LLC" <Info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Good Morning Eric,

While we are waiting on the courts to answer back about the amended complaint. Can we go ahead and start getting statements from the witnesses? I wasn't sure just asking.

Thanks,

From: Chalmers Poston, LLC <Info@chalmersposton.com>
Sent: Thursday, August 27, 2020 2:59 PM
To: Roselyn Wise <roselynwise2007@hotmail.com>
Subject: Re: Retainer Agreement and Approved Extension of time

No problem 😊

Eric Poston, Esq.
Chalmers Poston, LLC
1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
<Image002.png>

From: Roselyn Wise <roselynwise2007@hotmail.com>
Date: Thursday, August 27, 2020 at 2:58 PM
To: "Chalmers Poston, LLC" <Info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Okay thank you!

From: Chalmers Poston, LLC <Info@chalmersposton.com>
Sent: Thursday, August 27, 2020 2:46 PM
To: Roselyn Wise <roselynwise2007@hotmail.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Hi Roselyn -- not yet. Will let you know asap!

Eric Poston, Esq.
Chalmers Poston, LLC
1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
<Image003.png>

From: Roselyn Wise <roselynwise2007@hotmail.com>
Date: Wednesday, August 26, 2020 at 5:36 PM
To: "Chalmers Poston, LLC" <Info@chalmersposton.com>
Subject: Fw: Retainer Agreement and Approved Extension of time

Good Afternoon Mr. Poston,

I was just following up with you. I tried to call but received a Verizon message.

Roselyn Wise
803.250.7545

From: Roselyn Wise <roselynwise2007@hotmail.com>
Sent: Monday, August 24, 2020 9:14 AM
To: Chalmers Poston, LLC <Info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Good Morning Mr. Poston,

I am just writing to touch base with you to see if you the judge has granted the extension of time for the amended pleadings?

From: Roselyn Wise <roselynwise2007@hotmail.com>
Sent: Wednesday, August 5, 2020 10:13 PM
To: Chalmers Poston, LLC <info@chalmersposton.com>
Subject: Fw: Retainer Agreement and Approved Extension of time

Good Evening Eric,

If a case is dismissed with prejudice. But due process was violated. Is that something that can be appealed?

From: Roselyn Wise <roselynwise2007@hotmail.com>
Sent: Thursday, July 30, 2020 1:04 PM
To: Chalmers Poston, LLC <info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Good after Eric,

This is Ms. Wise. Are you free this afternoon to chat over the phone? I had another legal concern I had questions surrounding.

Thanks

Sent from my iPhone

On Jul 23, 2020, at 5:21 PM, Roselyn Wise <roselynwise2007@hotmail.com> wrote:

Good Afternoon Mr. Polston,

Enclosed as an attachment are all the documents that originally came from the prosecutor that brought charges against me and agreed to drop them. Get this after the prosecutor agreed to drop the charges. The FBI Agent exhibit A Murray Montgomery was still working with Donald Peru, Michelle Foose, and their attorney's providing information so that I would not get my job back. And in my e-mails to Michelle Foose she would never talk to my attorney nor cc him back when she would respond to any of my e-mails with him included. She even stated that I don't need to speak to your attorney. But in the interim he has all the documents she wanted. That action within itself triggered me to believe she did not have the right agenda in mind.

Todd Rutherford (my criminal attorney) and I found out in discovery that the FBI Agent Murray Montgomery had been investigating and working with Donald since September of the previous year 2016. This sheds light on why co-workers begin to shun and treat me differently. David Hibbert even told Dwight Francis you better watch out for her. They secretly gossip about you

behind your back revealing severe confidential information. And they use the company to get away with it. At my grievance (system board hearing) with Piedmont American Airlines (which was long after all charges were dismissed), they, HR and Donald Peru tried to put me on trial. And the Union representative had to step in and tell them they could not question me that way because my criminal attorney "Todd Rutherford" was not present. They treated and totally disregarded the PTI and letter from the Judge as if it did not matter.

The charges and PTI paper work is in the folder I left with you. And in the PTI contract it specifically states, "this is not an admission of guilt." I wanted to clear my name and move on with my life. South Carolina is not like California allowing individuals to work while having pending charges. And as Todd explained if we took the traditional route and waited for a trial, he did not know how long that would take. I explained to him up front PTI would not be an option if it meant admitting to false statements from the defendants just to move on. And he said it doesn't and so did the people at the courts who signed the paperwork. But Piedmont American Airlines acts like it does.

I will talk to you later just let me know if you need anything else.

From: Chalmers Poston, LLC <info@chalmersposton.com>
Sent: Wednesday, July 22, 2020 10:54 PM
To: Roselyn Wise <roselynwise2007@hotmail.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Hey Roselyn – please send anything and everything you have concerning this fraud charge and PTI.

I need to know what really happened. We have absolute confidentiality here. I don't judge. Hell, I'm a damn lawyer! Lol.

Eric Poston, Esq.
Chalmers Poston, LLC
1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
<Image001.png>

From: Roselyn Wise <roselynwise2007@hotmail.com>
Date: Tuesday, July 21, 2020 at 5:01 PM
To: "Chalmers Poston, LLC" <info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

Good Afternoon Mr. Poston,

I am writing just to touch basis to see how everything is going with my case?

Thank you,
Roselyn Wise
803.250.7544

From: Roselyn Wise <roselynwise2007@hotmail.com>
Sent: Thursday, July 16, 2020 1:44 PM
To: Chalmers Poston, LLC <info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved Extension of time

You are welcome!

Sent from my iPhone

On Jul 16, 2020, at 12:07 PM, Chalmers Poston, LLC
<info@chalmersposton.com> wrote:

Good Lord! Thanks for the info.

Eric Poston, Esq.
Chalmers Poston, LLC
1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
<Image001.png>

From: Roselyn Wise <roselynwise2007@hotmail.com>
Date: Friday, July 10, 2020 at 5:08 PM
To: "Chalmers Poston, LLC"
<info@chalmersposton.com>
Subject: Re: Retainer Agreement and Approved
Extension of time

Also here are the names of the witnesses you may speak
with.

John Stevenson Jr. former TSA Supervisor 803-640-0743 He
knows a lot pull it out of him!
He was told one year after I left which was last year that, "I
no longer work for the Airlines because I could not get my
security clearance straighten to hold my slda badge." That
was written in the confidential termination email as a false
cause. He also stated that Piedmont American Airlines is
known for screwing people over. He also told me they said,
"I am a policing N word!" This was due to me having to file
grievances!

Dwight Francis Piedmont American Airlines
(516) 998-5845 he knows a lot as well!

He currently still works for the company and David
specifically told him "he better watch out for me!" They
would gossip to him heavily in general about me to him.

Sent from my iPhone

On Jul 10, 2020, at 4:54 PM, Roselyn Wise
<roselynwise2007@hotmail.com> wrote:

Thank you Mr. Poston! Will do!

Sent from my iPhone

On Jul 10, 2020, at 3:36 PM,
Chalmers Poston, LLC
<info@chalmersposton.com>
wrote:

Hey Roselyn -- I filed my Notice
of Appearance in your case this
and have been talking to the
Defendants' attorneys about
setting a new deadline for us to
amend the Complaint to add
Defendants and more causes of
action.

So, from now on, you can't file
anything yourself -- It's an ethical
violation for which I would
probably lose my bar license. I
would recommend you live life
and let us worry about this
situation. It's our best chance at
winning.

Thanks

Eric Poston, Esq.
Chalmers Poston, LLC
1320 Main Street, Suite 316
Columbia, SC 29201
(803) 463-4561
<image001.png>

From: Roselyn Wise
<roselynwise2007@hotmail.c
om>
Date: Thursday, July 9, 2020 at
6:10 PM
To: "Chalmers Poston, LLC"
<info@chalmersposton.com>
Subject: Re: Retainer

Agreement and Approved
Extension of time

Thank you!

Sent from my iPhone

On Jul 9, 2020, at
5:21 PM, Chalmers
Poston, LLC
<Info@chalmerspo
ston.com> wrote:

Awesomel Will
start working on
you case today.

Eric Poston, Esq.
Chalmers Poston,
LLC
1320 Main
Street, Suite 316
Columbia, SC
29201
(803) 463-4561
<image001.png>

From: Roselyn
Wise
<roselywise2007
@hotmail.com>
Date: Thursday,
July 9, 2020 at
12:34 AM
To: "Chalmers
Poston, LLC"
<Info@chalmersp
oston.com>
Subject: Retainer
Agreement and
Approved
Extension of time

Good
Morning Mr.
Poston, Esq,

Enclosed as an
attachment is the
retainer

agreement. And
also the motion I
filed for an
enlargement of
time came in the
mail today. And
was approved for
an extension of
08.08.2020.

Thank you,

Roselyn Wise
803.250.7545

<Piedmont Airlines - R. Wise -.pdf>

**EXHIBIT H
ITEMIZED INVOICE I
REQUESTED**

RECEIVED
SEP 16 2022
SC Court of Appeals

Activities Export

01/02/2021
12:01 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/01/2021	①	TC with client to update and discuss legal options. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	0.30h	150.00	-	45.00
01/01/2021	②	Legal analysis of court order ruling on the report and recommendation dismissing this case in order to determine possibility of appeal. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	1.30h	150.00	-	195.00
01/01/2021	①	Legal analysis intended to determine the chances of success if we appeal the order denying our motion for extension of time and dismissing the case. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	1.80h	150.00	-	270.00
01/01/2021	③	Review and legal analysis of report	00014-Wise	Eric Poston	0.90h	150.00	-	135.00
					19.70h		\$0.00	\$2,955.00
							0.0h	19.7h

Activities Export

01/02/2021
12:01 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		and recommendation denying our motion for extension of time. ● Unbilled	Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.					
01/01/2021	③	Legal analysis and drafting of motion for extension of time to amend pleadings in order to correct the issues in client's pro se complaint. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	1.80h	150.00	-	270.00
01/01/2021	③	Receipt and review/legal analysis of defendants' motion to dismiss. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	1.80h	150.00	-	270.00
01/01/2021	①	Review of client's pro se complaint in present defamation case and	00014-Wise Ms. Wise retained Eric	Eric Poston	2.20h	150.00	-	330.00
					19.70h		\$0.00	\$2,955.00
							0.0h	19.7h

Activities Export

01/02/2021

12:01 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		legal research and analysis identifying numerous issues with factual allegations and causes of action in her complaint. ● Unbilled	Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.					
12/07/2020	①	TC with client to update and discuss legal options. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	0.40h	150.00	-	60.00
09/30/2020	①	TC with client to update and discuss legal options. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	0.20h	150.00	-	30.00
09/09/2020	①	Review and legal analysis of client's pro se consent motion for enlargement of time.	00014-Wise Ms. Wise retained Eric Poston to represent her in	Eric Poston	0.20h	150.00	-	30.00
					19.70h		\$0.00	\$2,955.00
							0.0h	19.7h

Activities Export

01/02/2021
12:01 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
	● Unbilled		a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.					
07/29/2020	① ● Unbilled	Review and analysis of defendants' response to our motion for extension - including case law exhibits and email conversation exhibits.	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	1.60h	150.00	-	240.00
07/28/2020	① ● Unbilled	Review and legal analysis of various documents produced via discovery compiled into 22 pages of exhibits.	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	1.40h	150.00	-	210.00
07/28/2020	① ● Unbilled	Review of client's PTI contract and review of case file and previously filed pro se documents in order to determine adherence to the PTI	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she	Eric Poston	0.30h	150.00	-	45.00
					19.70h		\$0.00	\$2,955.00
							0.0h	19.7h

Activities Export

01/02/2021
12:01 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		terms. ● Unbilled	filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.					
07/27/2020	①	Receipt, review and detailed legal analysis of email from client detailing all possible evidence client has related to her criminal fraud charge and the status of her PTI related to that charge. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston.	0.90h	150.00	-	135.00
07/24/2020	①	Draft and file motion for extension of time to amend complaint after attempting to gain consent from defendants. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	0.20h	150.00	-	30.00
07/16/2020	①	TC with opposing counsel to discuss the possibility of amending the complaint. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a	Eric Poston	0.20h	150.00	-	30.00
					19.70h		\$0.00 0.0h	\$2,955.00 19.7h

Activities Export

01/02/2021
12:01 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.					
07/10/2020	①	Emails with client regarding possible witnesses and attempts to contact these individuals. No success. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	0.30h	150.00	-	45.00
07/09/2020	①	TC with opposing counsel regarding request for extension of time to file amended complaint. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	0.30h	150.00	-	45.00
07/09/2020	①	Draft notice of appearance and file with court. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time	Eric Poston	0.20h	150.00	-	30.00
					19.70h		\$0.00	\$2,955.00
							0.0h	19.7h

Activities Export

01/02/2021

12:01 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.					
07/09/2020	Ⓜ	Review and legal analysis of defendants' motion to dismiss and 22 page memo in support complete with exhibits including 118 pages of case law. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	2.60h	150.00	-	390.00
07/09/2020	Ⓜ	Review of client's and defendants' answers to 26.01 interrogatories. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.	Eric Poston	0.20h	150.00	-	30.00
07/08/2020	Ⓜ	Draft and execute a retainer agreement covering the multiple, related legal issues that client had been litigating pro se for quite some time. ● Unbilled	00014-Wise Ms. Wise retained Eric Poston to represent her in a defamation lawsuit she filed and litigated for a significant period of time Pro Se. Mr. Poston was	Eric Poston	0.60h	150.00	-	90.00
					19.70h		\$0.00	\$2,955.00
							0.0h	19.7h

Activities Export

01/02/2021
12:01 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			also retained to represent Ms. Wise in a related, potential employment discrimination lawsuit.					
					19.70h		\$0.00 0.0h	\$2,955.00 19.7h

EXHIBIT I
TERMINATION LETTER
AND E-MAIL

RECEIVED

SEP 16 2022

SC Court of Appeals

Roselyn Wise
104 Cottage Lake Way
Columbia, SC 29209
803.250.7545

12/21/2020

Eric Charmers Poston
1320 Main Street Suite 316
Columbia, SC 29201

RE: Termination of Representation

Dear Eric Poston,

I am writing to officially notify you that I am terminating your services immediately.

This is because:

Failure to honestly and effectively communicate if at all.

Failure to meet deadlines and show up to court meetings.

Claiming you were waiting on the courts when you never showed up.

Claiming you would file my case in state court but never did.

I am requesting **my entire case file** that I provided to you. In addition, *I would like an itemized invoice*. Please send the invoice to: roselynwis2007@hotmail.com within 7 days of receipt of this letter. **I am also requesting a full refund of \$2000.00**. Please also arrange a time for me to pick up my file. As promised on last Monday December 14, 2020 you were supposed to meet with me at your office to provide my file. However, that never happened and I did email you on that day with no response as of today. And I also gave you a telephone call on that day at 803.463.4561 only receiving a Verizon subscriber message.

As I plan to obtain alternative legal counsel, I expect that you will fully cooperate with any and all future requests which may be made on my behalf.

Sincerely,

Roselyn Wise

Roselyn Wise

EXHIBIT J
WITNESS MESSAGE
ABOUT MR. POSTON
COLLECTING HIS
RETAINER AND NOT
PRODUCING ANY
WORK

RECEIVED

SEP 16 2022

SC Court of Appeals



Chalmers Poston Law Firm

January 29 at 1:05 AM · 🌐



South Carolina Billboard Lawyers, Please Stop! 🚫


There can only be one Saul Goodman. 🤖

FYI - NOT AN AD. DO NOT HIRE ME.



 Like

 Comment

 Share

 49

14 Shares



Write a comment...

Post



Torrey Donnell

you are going to need a lawyer to represent you for your next dui/dwi  6

4 mos Like Reply More



Jim King King replied · 2 replies



Dylan Rogers

Dude, your theory couldn't make more sense. Bravo.  3


4 mos Like Reply More



Chalmers Poston... replied · 1 reply



Justin Baker

Yeah, a conservative southern judge will love you! I'm sticking with the traditional lawyer.  5


3 mos Like Reply More



Justin Baker replied · 3 replies



Chris Owens

If these billboards distract drivers what's the difference between these and say musc or a over head exit signs. You going to read all of them and be distracted. So what's the point?  1

4 mos Like Reply More



Eric Poston replied · 1 reply



Gabe Luce



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4 mos Like Reply More



Chalmers Poston... replied · 1 reply



Austin Garcia

Better call Saul 🤔 2,

4 mos Like Reply More



Kevin Kennedy replied · 2 replies



Luci Morningstar

Jenny McClellan

2 mos Like Reply More



Monty Godwin Jr.

I want whatever the fuck that guys on 🤔🤔🤔 3,

4 mos Like Reply More



Eric Poston replied · 1 reply



Jim King King



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media1.tenor.co



4 mos Like Reply More



Eric Weiss replied · 2 replies



Greco Demise

Dude your so high lol 🤔 1

4 mos Like Reply More



Chalmers Poston... replied · 1 reply



Daniel J Adamczyk

Buddy nobody looks at those but thanks

3 mos Like Reply More



Brandon Moyle

When the Xanax hits

3 mos Like Reply More



Jaykyle Brown

What the fuck is this?

3 mos Like Reply More



Paul Pease

I fell for his good ole boy bullshit, i paid him \$3,000.00 over a year ago and haven't seen any progress. He wont return phone calls or text messages. Everything is being blamed on the pandemic?

1 wk Like Reply More



Paul Pease

Maybe i need one of those lawyers because after paying you \$3,000.00 i havent seen any results. You dont return phone calls or keep your clients up to date. Then you wanna charge when a client emails or calls you for updates?

1 wk Like Reply More



Jay Smith

It was the reefers!



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3 mos Like Reply More



Sarah Linn Williams

Shaun Anson

3 mos Like Reply More



Jeff Crook

Definition of a burn out, as we used to say last century.

3 mos Like Reply More



Jeff Crook



media0.giphy.com

media0.giphy.com

3 mos Like Reply More



Jeff Crook



media2.giphy.com
media2.giphy.com

3 mos Like Reply More



Jeff Crook



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media2.giphy.com

3 mos Like Reply More



Jeff Crook



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media1.tenor.co

3 mos Like Reply More



Jeff Crook



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3 mos Like Reply More



Randy Farts

You're fucking hair is terrible what the fuck is wrong with you you're wearing a suit to live here that looks like that you goddamn retard

3 mos Like Reply More



CJ Westfall

You tell those ambulance chasing bastards!

3 mos Like Reply More



Terry Milstead



3 mos Like Reply More



David Moorer

Your high as shit . What areas do you serve and states?

4 mos Like Reply More



Chalmers Poston... replied · 1 reply



Christina Salcedo-Henderson



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3 mos Like Reply More

08/26/2022

I am appealing Judge Benjamins decision as it pertains to the Resolutions of Disputes Board Rule 416 (20)(F)(1-5) of the South Carolina Appellate Court. Rule (1) was violated as it pertains to *fraud*. **Fraud, in law, is the deliberate misrepresentation of fact for the purpose of depriving someone of a valuable possession.** I previously submitted evidence to the circuit court which proves my claim. See exhibit (A) which explains how Mr. Plyer in exhibit (B) failed to provide to the plaintiff the factual detailed evidence in exhibit (F) which is the ECF report which was submitted by judge Margaret Seymour stating that Mr. Poston entered into appearance on July 9, 2020 and failed to file a response to the motion to dismiss by the extended deadline. Then on August 14, 2020 Judge Seymour gave Mr. Poston a second opportunity to redeem himself to represent the plaintiff per his agreed contract via a telephonic conference. Mr. Poston per the ECF report failed to appear which led to a motion to dismiss on August 28, 2020 by Judge Seymour.

In the August 28, 2020 ECF report Judge Seymour issued a dismissal *without prejudice* and stated that the Plaintiff has a right to file an objection to the recommendation. Mr. Plyer claimed that in order for a fee dispute to be reimbursed it had to be proven that Mr. Poston did not do the work. Per Judge Seymour's ECF report and Mr. Poston's own contract exhibit (D) the work was not done. And Mr. Plyer also had access to exhibit (G) which are my e-mail correspondences with Mr. Poston never informing me of the status of my case. And after having to ask Mr. Poston several times, he lead me to believe my case was still active in court knowing fully that he had never even attended the court hearing to meet any deadlines. Additionally, Mr. Poston threatened me to stop calling and emailing him or he would have to charge me for a case he knew was dismissed (but still never informed me) because he did not do the work.

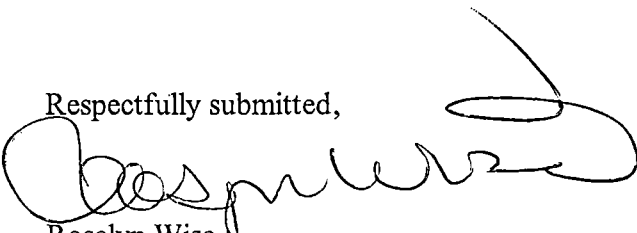
When the fee dispute began Mr. Poston still proceeded to bill me exhibit (H) for dates the case had already been dismissed knowing fully no work was done. Mr. Plyer had access to all of this information. And it is being resubmitted to the courts in this appeal as it pertains to fraud. I have been taken advantage of and have supplied evidence to no end that has been over looked. I also had a witness Paul Pease at the hearing for which (also filed a court case) against Mr. Poston for committing fraud against purposely leading him to think he was working on his case, by taking his retainer fee and not doing the work. Judge Benjamin did not allow him to testify by saying, "this is not what we are here for today." This witness is still available to speak for the appeal.

Furthermore, Mr. Poston did not bother to attend any hearings the original one with Judge Seymour nor the fee dispute hearing with Judge Benjamin. How is it that an attorney gets to sign a contract of representation receive a retainer. But never fulfills his part of the contract to honestly communicate, represent me, and show up to court. And when it is brought to a fee dispute still does not show up to the hearing. But is expected to keep a retainer by fraudulently breaking his own contract by purposely not doing the work, and falsely leading me to believe there was still an active case when it had been dismissed.

Additionally, I am a prose litigate and per Judge Benjamin's order I was supposed to receive a copy of her report by traditional means. Which means the mail and that never happened. I kept e-mailing her assistant Mr. Soapes asking for the status on my case. On August 16, 2022 he explained, that Judge Benjamin had entered her order on August 3, 2022. I informed him that I never received a copy via the mail as a prose litigant should if not requested otherwise. Mr. Soapes e-mailed me an unrequested copy of the order. Per the rules I would have had to request the order be received by e-mail and I did not. Nor did I ever receive a copy via mail as the order claimed I would via traditional means. I am a single parent and \$2000.00 is a lot of money to pay in good faith for attorney representation and along with signed a contract that was never fulfilled by Mr. Poston. This has been a very discouraging and traumatic experience.

In conclusion, I am asking that the court of appeals move forward in my favor by granting my fee dispute as a refund unto me. Due to the fraud that was committed in this matter as it pertains to the Resolutions of Dispute Board Rule 416 (20)(F)(1-5) of the South Carolina Appellate Court. Rule (1).

Respectfully submitted,



Roselyn Wise

Sworn subscribed before me

this 16 day of September 2022.

Notary Public of South Carolina

My commission expires 10/20/2025.

08/26/2022

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Roselyn Wise