

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

Nov 02 2022

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS
BENTLEY PRICE, CIRCUIT COURT JUDGE

S.C. SUPREME COURT

Appellate Case No. 2021-000837

IN THE MATTER OF: Estate of Paul Brandon Barringer II

Hampton B. Luzak, ...Appellant

v.

Merrill B. Light, Merrill U. Barringer as Personal Representative of the
Estate of Paul Brandon Barringer II, J. Randolph Light, Jr., Merrill B. Light
as putative trustee of the Paul B. Barringer II Revocable Trust dated
December 4, 1998, and Merrill B. Light as Trustee of the Merrill Barringer
Light Revocable Trust, ... Respondents

--and--

Hampton B. Luzak, ...Appellant,

v.

Merrill U. Barringer, ...Respondent,

Coastal Forest Resources Company ("CFRC").....Intervenor/Respondent.

**RECORD ON APPEAL
VOLUME II OF XVI**

Desa Ballard (S.C. Bar No. 498)
226 State Street
West Columbia, South Carolina 29169
Telephone 803.796.9299
Facsimile 803.796.1066
desab@desaballard.com

James R. Gilreath (S.C. Bar No. 02133)
William M. Hogan (S.C. Bar No. 65272)
THE GILREATH LAW FIRM, PA
110 Lavinia Avenue (zip 29601)
P.O. Box 2147
Greenville, South Carolina 29602
Telephone: 864.242.4727
Facsimile: 864.232.4395
jim@gilreathlaw.com
bhogan@gilreathlaw.com

S. Alan Medlin (S.C. Bar No. 3924)
1713 Phelps Street
Columbia, South Carolina 29205
Telephone: 803.777.7465
Facsimile: 803.777.7465
amedlin@sc.rr.com

Charles B. Macloskie (S.C. Bar No. 3514)
MACLOSKIE LAW FIRM
P.O. Box 280
Beaufort, South Carolina 29901
Telephone: 843.524.0909
Fax: 843.521.1379
macloskielawfirm@hargray.com

Thomas W. Traxler (S.C. Bar No. 5624)
CARTER, SMITH, MERRIAM ROGERS &
TRAXLER, PA
900 East North Street (29601)
P.O. Box 10828 (29603)
Greenville, South Carolina
Telephone: 864.242.3566
Facsimile: 864.232.1558
tom.traxler@carterlawpa.com

ATTORNEYS FOR APPELLANT

OTHER COUNSEL OF RECORD:

Alice Paylor, Esquire
Bijan Ghom, Esquire
SAXTON & STUMP, LLC
151 Meeting Street
Charleston, South Carolina 29401
afp@saxtonstump.com

bkg@saxtonstump.com

Attorneys for Respondents, Merrill B. Light, J. Randolph Light, Jr., Merrill B. Light as Putative Trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998, and Merrill B. Light as Trustee of the Merrill Barringer Light Revocable Trust

C. Mitchell Brown, Esquire
NELSON MULLINS RILEY & SCARBOROUGH LLP
1320 Main Street, 17th Floor
P.O. Box 11070 (29211-1070)
Columbia, South Carolina 29201
mitch.brown@nelsonmullins.com

Attorneys for Respondents, Merrill B. Light, J. Randolph Light, Jr., Merrill B. Light as Putative Trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998, and Merrill B. Light as Trustee of the Merrill Barringer Light Revocable Trust

Robert H. Brunson, Esquire
Merritt G. Abney, Esquire
NELSON MULLINS RILEY & SCARBOROUGH LLP
151 Meeting Street/Sixth Floor
P.O. Box 1806 (29402-1806)
Charleston, South Carolina 29402
robert.brunson@nelsonmullins.com
merritt.abney@nelsonmullins.com

Attorneys for Respondents, Merrill B. Light, J. Randolph Light, Jr., Merrill B. Light as Putative Trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998, and Merrill B. Light as Trustee of the Merrill Barringer Light Revocable Trust

Charles B. Molster, III, Esquire
THE LAW OFFICES OF CHARLES B. MOLSTER, III PLLC
2141 Wisconsin Avenue, N.W., Suite M
Washington, D.C. 20007
cmolster@molsterlaw.com

Attorney admitted *pro hac vice* for Respondents, Merrill B. Light, J. Randolph Light, Jr., Merrill B. Light as Putative Trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998, and Merrill B. Light as Trustee of the Merrill Barringer Light Revocable Trust

J. Ashley Twombly, Esquire
Kevin Johnson, Esquire
TWENGE + TWOMBLY LAW FIRM
311 Carteret Street
Beaufort, South Carolina 29902
Twombly@twlawfirm.com
kjohnson@twlawfirm.com

Attorneys for Respondent Merrill U. Barringer, individually and Respondent Merrill U. Barringer, as Personal Representative of the Estate of Paul Brandon Barringer, II

Harley D. Ruff, Esquire
Joy France, Esquire
RUFF & RUFF, LLC
17 Professional Village Circle
Beaufort, South Carolina 29907
hruff@ruffllc.com
jfrance@ruffllc.com

Attorneys for Respondent Merrill U. Barringer, as Personal Representative of the Estate of Paul Barringer, II

Ryan G. Rich
One South at the Plaza, Suite 3500
101 South Tryon Street
Charlotte, North Carolina 29280-0008
Telephone 704.378.4700
rrich@huntonAK.com
Attorney for Respondent Coastal Forest Resource Company

Edward J. Fuhr (admitted *pro hac vice*)
Johnathon E. Schronce (admitted *pro hac vice*)
951 East Byrd Street
Richmond, Virginia 23219-4074
Telephone 804.788.8201
Facsimile 804.788.8218
efuhr@huntonAK.com
jschronce@huntonAK.com
Attorneys for Respondent Coastal Forest Resource Company

INDEX (Vols. I – XVI)

Volume I

Orders and Decisions

Order of Removal (2016-ES-07-00517) filed September 1, 2016	9
Consent Order Declaring Litigation Complex (1961) filed May 19, 2017	10
Consent Order Declaring Litigation Complex (1919) filed May 19, 2017	15
Order for Consolidation of Actions by Consent filed May 19, 2017	20
Consent Order on Plaintiff's Motion for Consolidation of Actions (1919) filed December 3, 2019.....	25
Order (1253/1294) filed November 4, 2020	30
Order Denying Merrill Light's Motion for Summary Judgment, filed December 30, 2020.....	33
Order Granting Motion to Bifurcate filed December 30, 2020	36
Form 4 Order Denying Motion to Reconsider Order to Bifurcate filed January 14, 2021	39
Form 4 Order recusing Judge Mullen filed February 19, 2021	42
Order Granting CFRC Motion for Intervention and Protective Relief filed June 7, 2021	45
Order on Motions filed June 7, 2021	48
Protective Order filed June 7, 2021	53
Order on Motion to Seal Jolley Deposition filed June 14, 2021	56
Order Granting Def. Merrill Light Summary Judgment as to February 8, 2012, Will and First Amendment to the Paul B. Barringer, II, Revocable Trust, Dated December 4, 1998 filed July 6, 2021	59
Order on Motions filed July 13, 2021	79
Supreme Court Order on Motion Replacement Judge be Assigned filed July 16, 2021	82

Order Reassignment of Case Designed as Complex filed July 23, 2021	86
Order Denying Plaintiff Motion to Reconsider filed August 4, 2021	89
Order Denying Plaintiff's Motion to Reconsider and Amend Order Granting Def. Merrill Light Summary Judgment as to February 8, 2021, Will and First Amendment to the Paul B. Barringer, II, Revocable Trust, Dated December 4, 1998 filed August 4, 2021	93
Order Granting Summary Judgment to Def. filed August 20, 2021	96
Order Denying Plaintiff Motion to Reconsider Summary Judgment filed October 8, 2021	112
Pleadings	
Petition for Conservator (2016GC0700007) filed February 12, 2016	115
Summons and Complaint (2016-ES-07-00517 became 2019-CP-07-1294), filed August 26, 2016	142
Summons and Complaint (1961) filed September 7, 2016	277
Defendants' Motion to Dismiss filed November 3, 2016	411

Volume II

Amended Summons and Complaint (2016-CP-07-1919) filed November 22, 2016	459
Plaintiff Memo in Opp. To Def. Motion to Dismiss filed March 13, 2017	536
Defendant Merrill B. Light and J. Randolph Light Answer to Amended Complaint, filed May 2, 2017	675
Summons and Complaint (2019-CP-07-01253) filed May 28, 2019	715
Removal from Probate Court filed June 4, 2019 (partial)	871

Volume III

(cont.) (partial) Removal from Probate Court filed June 4, 2019 page 88-162 of PDF Exhibit 5-end	958
Motion for Consolidation of actions under Rule 42 (a) filed September 13, 2019	1033

Plaintiff Response to MUB 3 rd Set of Interrogatories filed October 22, 2019	1041
Plaintiff's Motion to Compel (2019-CP-07-01253; 2019-CP-07-01294), filed August 3, 2020.....	1077
Defendant Merrill Light's Memo in Support of Motion for Summary Judgment (2019-CP-07-1919) (partial), filed September 8, 2020.....	1200

Volume IV

(cont.) Defendant Merrill Light's Memo in Support of Motion for Summary Judgment (2019-CP-07-1919), filed September 8, 2020.....	1395
Defendant Merrill Light's Motion for Summary Judgment (2016-CP-07-1919), filed September 10, 2020	1507
Defendants' Joint Motion for Bifurcation (2019-CP-07-01253; 2019-CP-07-01294), filed October 23, 2020	1509
Defendant Merrill Light Memo in Support of Joint Motion to Bifurcate filed November 6, 2020	1536
Defendant Merrill Barringer Memo in Support of Joint Motion to Bifurcate filed November 6, 2020	1542
Plaintiff Memo in Opp. To Motion to Bifurcate Trial filed November 9, 2020.....	1623
Plaintiff's Response in Opp. to Defendant Merrill B. Light's Motion for Summary Judgment (2016-CP-07-1919) filed November 9, 2020 (partial).....	1632

Volume V

(cont.) (partial) Plaintiff's Response in Opposition to Defendant Motion for Summary Judgment (2016-CP-07-1919) filed November 9, 2020, Exhibit A, attachments 5-26	1804

Volume VI

(cont.) (partial) Plaintiff's Response in Opposition to Defendant Motion for Summary Judgment (2016-CP-07-1919) filed November 9, 2020, Exhibit A, attachments 27 –38.....	2251

Volume VII

(cont.) (partial) Plaintiff's Response in Opposition to Defendant Motion for Summary Judgment (2016-CP-07-1919) filed November 9, 2020, Exhibit A, attachment 39 – Exhibit NN.....	2657

Volume VIII

(cont.) Plaintiff's Response in Opposition to Defendant Motion for Summary Judgment, (2016-CP-07-1919) filed November 9, 2020, Exhibit OO – end	3147
Defendant Supplemental Memo in Support of Joint Motion to Bifurcate Trial (2019-CP-07-01253; 2019-CP-07-01294; 2016-CP-07-1919), filed November 16, 2020	3250
Defendant Second Supplemental Memo in Support of Joint Motion to Bifurcate Trial (2016-CP-07-1919), filed December 3, 2020	3254
Plaintiff Motion to Reconsider Order to Bifurcate Trial and Memo in Support (2019-CP-07-01253; 2019-CP-07-01294; 2016-CP-07-1919), filed January 8, 2021	3260
Plaintiff Notice of Appeal filed February 12, 2021	3274
Appellant's Memorandum on Immediate Appealability filed March 4, 2021	3286
Respondent's Memorandum on Immediate Appealability filed March 4, 2021	3447
CFRC Motion for Protective Order filed May 4, 2021	3617
Merrill Barringer Motion to Set Trial Dated filed May 5, 2021	3621

Volume IX

CFRC Motion for Intervention and Protective Relief filed May 14, 2021	3624
Defendant Light's Motion and Memorandum in Support of Summary Judgment as to February 29, 2012 Will and amendment to Paul B. Barringer II Revocable Trust (2016-CP-07-1919), filed May 14, 2021	3847

Plaintiff Response in Opp. To Defendant Light’s Motion for Summary Judgment as to the Plaintiff’s Seventh, Eighth, and Ninth Causes of Action (2016-CP-07-1919), filed May 24, 2021	3915
Plaintiff Memo in Opp. To CFRC’s Motion for Intervention and Protective Relief (2016-CP-07-1919) filed May 25, 2021	4093
Plaintiff Response to Motion to Set Trial date filed May 26, 2021	4107

Volume X

Defendant’s Motion for Summary Judgment of Plaintiff’s Second Cause of Action (2019-CP-07-01253; 2019-CP-07-01294) filed June 14, 2021	4121
Defendant’s Motion for Summary Judgment of Plaintiff’s Third Cause of Action (2019-CP-07-01253; 2019-CP-07-01294) filed June 14, 2021	4178
Plaintiff’s Motion to Reconsider, Amend and Vacate the Court’s letter, filed June 17, 2021	4245
Plaintiff’s Motion to Reconsider and Amend Order on Motions entered June 7, 2021, filed June 17, 2021	4250
Plaintiff’s Motion to Reconsider and Amend Order granting CFRC’s Motion for Intervention and Protective Relief, filed June 17, 2021	4256
CFRC’s Response to Plaintiff’s Motion to Reconsider and Amend Protective Order for CFRC dated June 7, 2021 filed, June 28, 2021	4268
Defendants’ Response to Motion to Reconsider, Amend and Vacate the Court’s letter, filed July 1, 2021.....	4279
CFRC’s Supplement to Response in Opp. to Plaintiff’s Motion to Reconsider and Amend Order Granting CFRC’s Motion for Intervention and Protective Relief filed, July 2, 2021.....	4285
Plaintiff’s Motion to Reconsider and Amend Order Granting Defendant Light’s Motion for Summary Judgment as to February 29, 2012 Will and First Amendment to Paul B. Barringer II Revocable Trust (2016-CP-07-1919) filed July 16, 2021.....	4299

Plaintiff's Motion for Summary Judgment as to Plaintiff's Second and Third Causes of Action (2019-CP-07-01253; 2019-CP-07-01294), filed July 30, 2021.....	4317
Notice of Appeal filed August 5, 2021	4321
Notice of filing Affidavits of Hampton Luzak and Kevin Luzak (2019-CP-07-01253; 2019-CP-07-01294), filed August 6, 2021	4361
(partial) Plaintiff's Memo in Opposition to Defendant MUB Motion for Summary Judgment as to Plaintiff's Second and Third Causes of Action (2019-CP-07-01253; 2019-CP-07- 01294), Filed August 6, 2021.....	4371

Volume XI

(cont'd) Plaintiff's Memo in Opposition to Defendant MUB Motion for Summary Judgment as to Plaintiff's Second and Third Causes of Action (2019-CP-07-01253; 2019-CP-07- 01294), Filed August 6, 2021.....	4621
Defendant's Joint Motion for Summary Judgment as to All of Plaintiff's Remaining Causes (2019-CP-07-01253; 2019-CP-07-01294), Filed August 8, 2021	4696
Plaintiff's Memo in Opp. To Def. Merrill U. Barringer's Motion for Summary Judgment as to Plaintiff's First and Fourth Causes of Action (2019-CP-07-01253; 2019-CP-07-01294), filed August 9, 2021	4699
Defendant's Reply in Support of her Motions for Summary Judgment on Plaintiff's Second and Third Causes of Action (2019-CP-07-01253; 2019-CP-07-01294), filed August 9, 2021	4707
Defendant's Memorandum in Opposition to Plaintiff's Motion for Summary Judgment as to Plaintiff's Second and Third Causes of Action (2019-CP-07-01253; 2019-CP-07-01294), filed August 9, 2021	4731
Plaintiff's Opp. To Defendants' Joint Motion for Summary Judgment as to all of Plaintiff's Remaining Causes of Action (2016-CP-07-1919), filed August 9, 2021.....	4808
Plaintiff's Opp. To Def. Merrill U. Barringer's Motion for Partial Summary Judgment And Judgment on the Pleadings (2019-CP-07-01253; 2019-CP-07-01294), filed August 9, 2021.....	4811

Plaintiff's Motion to Reconsider Order Granting Summary Judgment as to Plaintiff's Second and Third Causes of Action (2019-CP-07-01253; 2019-CP-07-01294), filed August 30, 2021	4817
Plaintiff's Motion to Reconsider and/or Vacate (2016-CP-07-1919; 2019-CP-07-01253; 2019-CP-07-01294) filed September 3, 2021	4841
Plaintiff's Reply to Defendant's Opp. To Plaintiff's Motion to Reconsider Order Granting Summary Judgment as to Plaintiff's Second and Third Causes of Action (2019-CP-07-01253; 2019-CP-07-01294), filed October 6, 2021	4863

Transcripts

Transcript of Proceedings held June 27, 2018	4870
Transcript of Proceedings held August 20, 2019	4997
Transcript of Bifurcation Hearing held November 17-19, 2019 (partial) (pp. 1-39).....	5082

Volume XII

(cont.) Transcript of Bifurcation Hearing held November 17-19, 2019 (pp. 40-end)	5121
Transcript of the Deposition of Rebecca Bostick held December 3, 2020 (partial) (pp. 1-117).....	5504

Volume XIII

(cont.) Transcript of the Deposition of Rebecca Bostick held December 3, 2020 (118-end)	5621
Transcript of the Deposition of Paul Long, M.D. held January 13, 2021	5697
Transcript of the Deposition of John Jolley held March 16, 2021 (partial) (pp. 1-221)	5900

Volume XIV

(cont.) Transcript of the Deposition of John Jolley held March 16, 2021 (pp.222-end).....	6121
Transcript of the Deposition of John Jolley held April 21, 2021	6263

Volume XV

Transcript of Proceedings held May 27, 2021	6612
Transcript of Proceedings held July 2, 2021	6797
Transcript of the Deposition of John Jolley held July 19, 2021 (partial) (pp. 1-259)	6829

Volume XVI

(contd.) Transcript of the Deposition of John Jolley held July 19, 2021 (Word index-end)	7089

Transcript of Status Conference held August 2, 2021	7135

Other Documents

Dr. Garrett medical record dated December 27, 2011	7193

Dr. Carter medical record dated May 2, 2012	7196

CFRC Bylaws	7198

Plaintiff's Memo in Support of Motion to Compel Exhibit 8 filed March 9, 2018	7211

Alice Paylor Letter to the court dated August 7, 2020	7254

COA letter requesting Memoranda on immediate appealability dated February 22, 2021	7256

Judge Price letter filed June 7, 2021	7258

Twombly letter to Beaufort County Clerk of Court filing depo transcript excerpts of John Jolley filed July 21, 2021	7260

Twombly letter to Beaufort County Clerk of Court filing depo transcript of Kevin Luzak dated August 4, 2021	7263

Plaintiff Memo in Opp. To CFRC's Motion for Intervention and Protective Relief (2016-CP-07-1919) Exhibits 1-8 filed May 25, 2021	7280

CFRC's Response to Plaintiff's Motion to Reconsider and Amend Its Order Granting CFRC's Motion for Intervention and Protective Relief filed, June 28, 2021	7316

Certificate of Counsel

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Hampton B. Luzak,

Plaintiff,

vs.

Merrill B. Light, Merrill U. Barringer, as
Personal Representative of the Estate of Paul
Brandon Barringer, II, J. Randolph Light, Jr.,
Merrill B. Light as putative trustee of the Paul
B. Barringer, II Revocable Trust dated
December 4, 1998, and Merrill B. Light as
Trustee of the Merrill Barringer Light
Revocable Trust,

Defendants.

IN THE MATTER OF:

Estate of Paul Brandon Barringer, II.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

Case No.: 2016-CP-07-1919

**AMENDED
SUMMONS**

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint and Formal Opposition and Objection to Probate and Appointment/Petition to Set Aside Informal Probate and Appointment in this action, a copy of which is served upon you herewith, and to serve a copy of your answer to the said Amended Complaint Formal Opposition and Objection to Probate and Appointment/Petition to Set Aside Informal Probate and Appointment on the subscribers at their office located at 110 Lavinia Avenue (zip 29601), Post Office Box 2147, Greenville, South Carolina 29602, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Amended Complaint Formal Opposition and

Objection to Probate and Appointment/Petition to Set Aside Informal Probate and Appointment within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Amended Complaint Formal Opposition and Objection to Probate and Appointment/Petition to Set Aside Informal Probate and Appointment.

THE GILREATH LAW FIRM, P.A.

By: William M. Hogan
William M. Hogan (S.C. Bar No. 65272)
James R. Gilreath (S.C. Bar No. 2133)
110 Lavinia Avenue (29601)
P. O. Box 2147
Greenville, South Carolina 29202
Phone: (864) 242-4727
Fax: (864) 232-4395
jim@gilreathlaw.com
bhogan@gilreathlaw.com

and

S. Alan Medlin (S.C. Bar No. 3924)
1713 Phelps Street
Columbia, SC 29205
Telephone: (803) 777-7465
Fax: (803) 777-7465
amedlin@sc.rr.com

and

Charles B. Macloskie (S.C. Bar No. 3514)
Macloskie Law Firm
P.O. Box 280
1506 Prince Street
Beaufort, SC 29901
Telephone: (843) 524-0909
Fax: (843) 521-1379
macloskielawfirm@hargray.com

**ATTORNEYS FOR PLAINTIFF
HAMPTON B. LUZAK**

November 22, 2016
Greenville, South Carolina.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)

COUNTY OF BEAUFORT)

Case No.: 2016-CP-07-01919)

Hampton B. Luzak,)

Plaintiff,)

v.)

Merrill B. Light, Merrill U. Barringer,
 as Personal Representative of
 the Estate of Paul Brandon Barringer, II, J.
 Randolph Light, Jr., Merrill B. Light as
 putative trustee of the Paul B. Barringer, II
 Revocable Trust dated December 4, 1998,
 and Merrill B. Light as Trustee of the
 Merrill Barringer Light Revocable Trust,

Defendants.)

IN THE MATTER OF:)

Estate of Paul Brandon Barringer, II.)

**AMENDED
 COMPLAINT
 AND**

**FORMAL OPPOSITION AND
 OBJECTION TO PROBATE AND
 APPOINTMENT/PETITION TO SET
 ASIDE INFORMAL PROBATE AND
 APPOINTMENT**

JURY TRIAL DEMANDED

The Plaintiff files this Amended Complaint pursuant to S.C.R.C.P. Rule 15(a) providing that a party may amend her pleading as a matter of course before or within 30 days after a responsive pleading is served. All Exhibits attached to Plaintiff's original Complaint, initially filed August 26, 2016 in the Beaufort County Probate Court, are hereby incorporated into and made a part of this Amended Complaint.

PARTIES AND JURISDICTION

1. The parties and their residences are as follows:

(a) The Plaintiff, Hampton Barringer Luzak ("Hampton Luzak"), is a resident of Jackson, Wyoming and is the daughter of decedent Paul Brandon Barringer, II ("Decedent Paul Barringer").

(b) The Defendant, Merrill Barringer Light ("Merrill Light"), is a citizen and resident of Hilton Head Island, County of Beaufort, in South Carolina and is the daughter of Decedent Paul Barringer and an older sister of Plaintiff Hampton Luzak. On information and belief, Merrill Light is also the trustee of a revocable trust named the Merrill B. Light Revocable Trust. The documentation received by Plaintiff Hampton Luzak to date has conflicting information about the date of formation of the Merrill B. Light Revocable Trust with some documents stating February 1, 2008 and others February 21, 2008. All references hereafter to the Merrill B. Light Revocable Trust shall refer to that revocable trust created by Merrill Light in February of 2008 or such date as may be finally determined by the evidence in this proceeding.

(c) The Defendant Merrill U. Barringer is the surviving widow of Decedent Paul Barringer and has been informally appointed as personal representative of her late husband's estate. She is being named herein as a party solely because of her capacity as personal representative of his estate.

(d) The Defendant, J. Randolph Light, Jr. ("Randy Light"), is a citizen and resident of Hilton Head Island, County of Beaufort, in South Carolina and is the husband of Defendant Merrill B. Light.

2. Paul Brandon Barringer, II died in Beaufort County on May 30, 2016 at the age of 85.

3. On June 9, 2016, Decedent Paul Barringer's surviving widow Merrill U. Barringer ("Mrs. Barringer") applied for an informal probate of Decedent Paul Barringer's alleged will dated February 5, 2015 and for an informal appointment of herself as personal representative of Decedent Paul Barringer's estate. On the same date, Defendant Merrill Light

and attorney John M. Jolley filed Renunciations of Right to Administration and/or Nomination, renouncing their right to serve as personal representative of Decedent Paul Barringer's estate.

4. On June 9, 2016, the Beaufort County Probate Court admitted the alleged will to informal probate and granted Mrs. Barringer's application for informal appointment as personal representative. Decedent Paul Barringer's estate is currently being administered in the Beaufort County Probate Court (the "Estate").

5. Decedent Paul Barringer allegedly signed a document on February 5, 2015 that purports to be an amended and restated trust agreement with Defendant Merrill Light named as trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998. Plaintiff Hampton Luzak has not seen a copy of this February 5, 2015 amendment and is therefore unaware of whether Defendant Merrill Light was appointed as the sole trustee or as a co-trustee under such amendment. (see paragraphs 34, 75 and 96 below).

6. On information and belief, while Decedent Paul Barringer was alive, Defendant Merrill Light undertook a scheme to effect a transfer of Decedent Paul Barringer's voting stock in Coastal Forest Resources Company, Inc. ("CFRC") to a revocable trust under her control and for her benefit and of which she is the trustee.

7. This Court has the authority and jurisdiction under S.C. Code Ann. §§ 62-1-302, 62-7-201 and 62-7-202: (a) to determine the validity of the alleged will and trust as well as any purported *inter vivos* transfers by Decedent Paul Barringer of his assets, whether titled in his name or in the name of his revocable trust, thereby setting aside invalid transfers to Defendant Merrill Light's trust; (b) to determine whether Defendant Merrill Light has breached her fiduciary duty, unduly influenced Decedent Paul Barringer, converted Decedent Paul Barringer's assets, defrauded Decedent Paul Barringer and Plaintiff Hampton Luzak, engaged in a civil

conspiracy, was unjustly enriched, and/or tortiously interfered with Plaintiff Hampton Luzak's inheritance and/or expectancy of gift; (c) to determine whether Defendant Randy Light aided and abetted Defendant Merrill Light in breaching her fiduciary duty, unduly influencing Decedent Paul Barringer, converting Decedent Paul Barringer's assets, defrauding Decedent Paul Barringer and Plaintiff Hampton Luzak, tortiously interfering with Plaintiff Hampton Luzak's inheritance and/or expectancy of gift, and/or engaged in a civil conspiracy; (d) to remove Defendant Merrill Light as trustee; and (e) to grant appropriate relief for all the above.

GENERAL ALLEGATIONS

8. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

9. Decedent Paul Barringer and Mrs. Barringer together had three children, namely Defendant Merrill Underwood Barringer n/k/a Merrill B. Light, Victor C. Barringer, and Plaintiff Hampton Luzak formerly known as Anne Hampton Barringer.

10. Decedent Paul Barringer acquired an interest in the predecessor to CFRC from his father, Victor Barringer, in the 1950s. He and his family members have had a controlling interest in CFRC since the 1990s. CFRC is a privately held Virginia corporation, whose headquarters are in Havana, Florida. CFRC is engaged in the manufacturing and distribution of plywood, treated lumber and other related products, as well as the ownership, management and sale of timber and timberlands across the eastern United States. CFRC has been described as one of the country's largest privately-held forest products companies.

11. Plaintiff Hampton Luzak enjoyed a close family relationship with her father and her mother until recent years. Plaintiff Hampton Luzak always maintained great respect for her

father including the lifetime of work Decedent Paul Barringer undertook to build his businesses in the timber and lumber industries, including CFRC.

12. Around 1989, Decedent Paul Barringer transferred an equal number of voting shares in Coastal Lumber Company, a predecessor to CFRC, to Plaintiff Hampton Luzak, Defendant Merrill Light, and their brother Victor Barringer.

13. Following her marriage to Kevin Luzak in 1992, Plaintiff Hampton Luzak continued a close association with her father and his businesses. Decedent Paul Barringer invited Kevin Luzak to join the board of directors of CFRC's predecessor, Coastal Lumber Company, in 1993. In 2004 Kevin Luzak became the president following the restructuring of Coastal Lumber Company, in which Coastal Lumber Company spun off certain assets to a separate entity controlled by Victor Barringer in exchange for Victor Barringer's surrender of the majority of his ownership, including all his voting interest, in the remaining business (the "Restructuring"). The remaining business was recapitalized in 2004 and was henceforth known as Coastal Forest Resources Company. Kevin Luzak eventually became the chief executive officer ("CEO") of CFRC in 2009.

14. Through hard work and wise investing, Decedent Paul Barringer built up a substantial estate anchored by his lumber and timber companies under the CFRC umbrella and its predecessor Coastal Lumber Company. Throughout his years of estate planning, Decedent Paul Barringer always treated his two daughters, Plaintiff and Defendant, equally, particularly in respect to CFRC. By consenting to the Restructuring, which occurred at the request of his son Victor Barringer, Decedent Paul Barringer made other asset arrangements for Victor Barringer outside of CFRC. Decedent Paul Barringer's intentions about his ownership plan for CFRC and his overall estate plan were discussed regularly at family gatherings over a number of years. It

was Decedent Paul Barringer's long-held intent to keep CFRC in his family with equal control between his daughters.

15. Consistent with his intent to maintain equal voting power between his daughters, on August 21, 1996 Decedent Paul Barringer entered into a Stock Purchase Agreement with Plaintiff Hampton Luzak, Defendant Merrill Light and other shareholders in the predecessor company of CFRC. The purpose and effect of the agreement was to place certain restrictions on the transferability of the corporation's stock held by any of the Barringers so as to afford the corporation and each of the Barringers an equal right to acquire any stock of the corporation which a shareholder may desire to transfer to any outside person or entity.

16. Based on recurring family meetings, the children of Decedent Paul Barringer continued to recognize their father's central goals of his estate plan which were to keep the ownership of the shares in CFRC equal between Decedent Paul Barringer's daughters and to maintain the proportional ownership among all three children as Decedent Paul Barringer had established. Therefore, on September 21, 1998, Decedent Paul Barringer, individually and as co-trustee of his mother's testamentary trust, along with Defendant Merrill Light, Plaintiff Hampton Luzak and Victor Barringer, entered into a Barringer Family Voting Agreement under Decedent Paul Barringer's direction. The Barringer Family Voting Agreement shows that Plaintiff Hampton Luzak, Defendant Merrill Light and their brother Victor Barringer each held an equal number of shares of common stock (59,521 shares) in CFRC's predecessor company Coastal Lumber and that no one else held more shares than any one of them. As noted above, Victor Barringer at his own request later surrendered his voting stock (and a majority of his ownership) in exchange for interests in other entities upon the Restructuring.

17. On December 4, 1998 Decedent Paul Barringer, as settlor, executed the Paul B. Barringer, II Revocable Trust dated December 4, 1998 (hereafter referred to as the "Revocable Trust" including any subsequent amendments thereto) with Decedent Paul Barringer serving as trustee.

18. Consistent with his frequently stated intention to treat his daughters equally in respect to CFRC ownership, on December 22, 1998, Decedent Paul Barringer created the Paul B. Barringer, II Family Trust ("the Family Trust") under agreement dated December 22, 1998, which was an irrevocable trust. Under the terms of the Family Trust as originally created on December 22, 1998 and as existed on October 3, 2004, during the lifetime of Decedent Paul Barringer and his wife, the assets of the Family Trust were available to be used for the health, education, support and maintenance of Decedent Paul Barringer's descendants at the trustee's discretion. After the death of Decedent Paul Barringer and his wife, the Family Trust was then to be divided into three separate and equal shares for the benefit of each of Decedent Paul Barringer's children then living and a share for any predeceased child. In connection with the Restructuring, Decedent Paul Barringer placed 2,295,528 non-voting shares of CFRC stock into the Family Trust on October 3, 2004.

19. In keeping with Decedent Paul Barringer's long-term estate planning arrangements of treating his daughters equally in respect to CFRC, on October 3, 2004 CFRC issued to both Defendant Merrill Light and Plaintiff Hampton Luzak 6,428,058 shares each of non-voting stock in CFRC as part of the Restructuring. This issuance of equal stock to Plaintiff Hampton Luzak and Defendant Merrill Light occurred at the same time Decedent Paul Barringer conveyed the 2,295,528 non-voting shares to the Family Trust.

20. Also on or about October 3, 2004, CFRC, at Decedent Paul Barringer's direction, issued approximately 31% of the voting shares in CFRC to Defendant Merrill Light, consisting of 59,521 shares, and an equal 31%, consisting of 59,521 shares, to Plaintiff Hampton Luzak. Decedent Paul Barringer retained approximately 20% of the CFRC voting stock consisting of 38,272 shares. The family of Stephen H. Conger, who was unrelated and otherwise unaffiliated with the Barringers, owned the remaining 18% of the CFRC voting stock comprising 33,452 shares.

21. On or about September 22, 2006, Decedent Paul Barringer filed a petition in Beaufort County Probate Court to modify the irrevocable Family Trust to provide that the trust assets would be divided immediately into equal, separate shares for Decedent Paul Barringer's three children instead of at the death of Decedent Paul Barringer and his wife. This petition for modification to create immediately vested separate and equal shares for Decedent Paul Barringer's children was approved by the probate court and carried out by a First Amendment to Trust dated October 16, 2006. On or about October 31, 2007 the 2,295,528 shares of non-voting stock held in the Family Trust were re-certificated into three separate and equal tranches of 765,176 shares for each of Decedent Paul Barringer's three children. According to the CFRC Nonvoting Stock Register as of May 7, 2012, the three newly-created Family Trust shares were denominated as "Paul B. Barringer, II Irrevocable Family Trust fbo Victor Barringer, II", "Paul B. Barringer, II Irrevocable Family Trust fbo Merrill Barringer Light", and "Paul B. Barringer, II Irrevocable Family Trust fbo Hampton Barringer Luzak." The modified terms of the Family Trust continue to define the operation of the three newly-created shares for each of Decedent Paul Barringer's children.

22. Around November of 2008, Decedent Paul Barringer entered into discussions with minority shareholder Robert C. L. Conger about a possible buyout of the Conger family's minority interest in CFRC. During the buyout discussions and communications, Decedent Paul Barringer, in keeping with his long held plan to treat his two daughters equally, informed Mr. Conger by letter of November 14, 2008 that "I want to make sure that a stock sale is fair to one and all, Barringer girls and Conger boys."

23. In further recognition of the importance Decedent Paul Barringer placed on maintaining the existing proportionate ownership in Decedent Paul Barringer's forest products business, including an equal ownership between Defendant Merrill Light and Plaintiff Hampton Luzak, the three siblings – Plaintiff Hampton Luzak and Defendant Merrill Light and Victor Barringer – entered into an Agreement Regarding Right to Purchase Shares of CFRC on February 1, 2010 ("2010 Shareholders Agreement"). In the Agreement the Barringer children agreed to keep the proportionate ownership of the CFRC stock equal between Plaintiff Hampton Luzak and Defendant Merrill Light by providing that CFRC has the right to purchase any shares that are offered for sale by, purchased, or otherwise acquired from, another CFRC shareholder. CFRC was also a party to the 2010 Shareholders Agreement, but Paul Barringer was not a party.

24. By late 2009, Defendant Merrill Light's husband, Randy Light, was experiencing significant financial troubles with some of his companies as a result of certain disastrous Texas real estate investments financed by the Stillwater National Bank of Stillwater, Oklahoma ("Stillwater") and Patriot Bank of Houston, Texas. By November 2009, RVL Texas Properties, LLC ("RVL"), owned in part by Randy Light, was in default on its \$4 million loan to Patriot Bank on its condominium/marina project in South Texas. Randy Light, who served as RVL's president, surreptitiously acquired RVL's delinquent debt through an undisclosed entity, LIRVP,

L.L.C., solely owned by Randy Light, without the knowledge or consent of the other three members of RVL. Randy Light, through LIRVP, L.L.C., then demanded payment of RVL's delinquent debt by threatening RVL and its other members with foreclosure of RVL's real estate and deficiency judgments against his co-members in RVL. On January 4, 2010 RVL was forced into bankruptcy in the Southern District of Texas Bankruptcy Court due to Randy Light's "self-dealing" actions. Randy Light then opposed the bankruptcy, and RVL and its other members filed an adversary proceeding against Randy Light alleging he had effectively led a hostile takeover of RVL to seize its only asset for his own benefit. In the adversary proceeding, RVL and its other members described Randy Light's "self-dealing" actions towards RVL as "fraudulent" and "intentional, outrageous and malicious." RVL's South Texas project ultimately failed.

25. By September 2010, The Stretford at the Cascades, LP ("SAC"), another condominium development company controlled by Defendant Merrill Light's husband, Randy Light, was going through severe financial problems related to its Texas real estate investments. In an e-mail from Randy Light to Michael Mattson at Stillwater on September 24, 2010, Randy Light stated, "I really am having a difficult time convincing my wife [Merrill Light] to support a letter of credit to back these two notes. . ." Plaintiff Hampton Luzak is informed and believes that at or about this point in time Randy Light and/or his condominium development companies, RVL and SAC, were facing exposure of up to \$26 million in debt with Randy Light being a joint-and-several, and later, a sole guarantor of a significant portion thereof.

26. On December 28, 2010, SAC issued a check payable to Patriot Bank of Houston, Texas for \$150,561.83 for the benefit of LIRVP, LLC which was a separate entity owned and controlled by Randy Light. On January 28, 2011 SAC issued another check to Patriot Bank for

\$3,408.00 for the benefit of RVL. The bankruptcy trustee for SAC later characterized these checks by Randy Light's entity, SAC, as fraudulent transfers. In a subsequent successful adversary proceeding against Patriot Bank to avoid the payments, the bankruptcy trustee recovered a significant portion of these fraudulent transfers.

27. As the financial pressure on Randy Light intensified following a lawsuit by homeowners at SAC, Randy Light wrote to Jerry Lanier, a senior credit officer at Stillwater, on March 10, 2011 explaining "you can only imagine the pressure on my side with this latest development and the atmosphere here at home." On April 15, 2011 Randy Light again responded to Jerry Lanier at Stillwater, about the latest debt restructuring proposal, by stating he needed his overall exposure to Stillwater to be approximately \$11 Million "due to the fact of all the financial burdens I am dealing with."

28. The first clear signs of Decedent Paul Barringer's cognitive problems came to light in early 2011, when Paul Barringer admitted to Kevin Luzak, Plaintiff's husband and the CEO of CFRC at that time, that he needed Kevin Luzak's help understanding numbers related to the business and to various negotiations that were then taking place. Decedent Paul Barringer's memory also began to deteriorate during that period of time and his behavior became erratic.

29. On December 2, 2011, Atlantic Radiology Associates reported in its medical records that Decedent Paul Barringer suffered from, and had a history of, "Dementia, abnormal gait" following an MRI of the brain and intracranial MRA.

30. On December 15, 2011, Decedent Paul Barringer and his wife Merrill Barringer executed powers of attorney naming the other as agent and Defendant Merrill Light as alternate agent. (See Exhibit 1, P. Barringer D.P.A. dated 12/15/11). The powers of attorney were prepared by attorney John Jolley from the Hilton Head office of the McNair Law Firm. Plaintiff

Hampton Luzak is informed and believes this is the first time her parents employed the services of John Jolley. Plaintiff Hampton Luzak is further informed and believes that John Jolley at that point had been serving as the estate planning attorney for Merrill and Randy Light for a number of years, possibly ten to fifteen years. Decedent Paul Barringer had been using another estate planning attorney for many years prior to this, and he was not normally quick to put his trust in counsel that he was not familiar with.

31. In January 2012, while Plaintiff Hampton Luzak was visiting her parents in Hilton Head, she fortuitously met Defendant Merrill Light while standing in their parents' driveway. Defendant Merrill Light informed Plaintiff Hampton Luzak that Decedent Paul Barringer's insurance agent Robert Slane was coming to Hilton Head for estate planning meetings with their parents and that she was getting involved in her father's estate planning. Defendant Merrill Light informed Plaintiff Hampton Luzak that she (Defendant Merrill Light) would be the agent under Decedent Paul Barringer's power of attorney. Defendant Merrill Light's statement about becoming involved in their father's estate planning induced Hampton Luzak to believe Merrill Light would be protecting Decedent Paul Barringer's long-time estate plan which included planned distributions to Hampton Luzak. Hampton Luzak had no idea her sister would tell her she was involved in their father's estate planning while her sister was planning on taking her father's CFRC voting stock intended for Hampton Luzak, since it was well understood that Decedent Paul Barringer had always treated his daughters equally regarding ownership of CFRC stock.

32. On February 18, 2012, members of the Barringer family met to discuss company plans. Included in the meeting were Decedent Paul Barringer and his wife Merrill Barringer, Defendant Merrill Light, Plaintiff Hampton Luzak and her husband, Kevin Luzak, who was at

that time the CEO of CFRC. The discussion centered on Kevin Luzak's recommendations on future strategy to the shareholders, which were focused on (i) actions that would both increase the cash flow generated by the Company's existing operating businesses; (ii) adding new business lines that would both diversify risk and generate tax and operating expense efficiencies for shareholders; and (iii) financing this diversification through the sale of a small portion of Company timberlands that had been deemed by management as no longer capable of generating acceptable returns to the shareholders. Kevin Luzak and Decedent Paul Barringer had worked together on the acquisition of commercial real estate properties in Alexandria Virginia during 2011 that created a useful example of the type of diversifying activity that Kevin Luzak was recommending that the shareholders consider. The discussion also included Kevin Luzak's request that his compensation be evaluated. Recognizing that the owners might prefer not to pursue the strategy that he outlined, or might not be able to come to an agreement about his compensation, Kevin Luzak offered to cede his role as CEO of CFRC. Mrs. Barringer responded to this offer by saying, "You have to stay. You are family." At the meeting, however, Decedent Paul Barringer was having trouble communicating and forming words due to his mental ailments.

33. During this time in early 2012 the mental afflictions of Decedent Paul Barringer continued to worsen. During the CFRC board of director's meeting in February 2012, Decedent Paul Barringer was completely confused and incoherent and had tremendous difficulty speaking.

34. According to the privilege log filed in the name of Paul Barringer in subsequent federal court litigation (as described below starting in paragraph 104(b)), Decedent Paul Barringer's Revocable Trust was purportedly amended for the first time on February 28, 2012. (See Exhibit 2, P. Barringer Privilege Log).

35. Prior to the spring of 2012 Decedent Paul Barringer and Kevin Luzak had enjoyed a close personal and business relationship for the more than 20 years of Kevin's marriage to Hampton Luzak. For at least three years prior to this time, Kevin Luzak had been presenting and discussing with the board of directors and its committees ideas for a new long-term strategic plan for CFRC (which would be subject to board approval), and Decedent Paul Barringer had participated in all the meetings and discussions. Following the February 2012 board of directors presentation, Decedent Paul Barringer, as a result of the worsening of dementia, made completely unfounded accusations to Kevin Luzak that he (Kevin) was trying in effect to steal the company.

36. Decedent Paul Barringer was seen by Dr. Paul Long on April 3, 2012. Dr. Long stated in his records, "This patient is demented. At least, he has lost a lot of his energy, but we are not 100% sure whether this is Alzheimer's disease."

37. On or about April 25, 2012, the board of directors of CFRC held a regular meeting in Charleston. Present at the meeting were the four board members Kevin Luzak, Defendant Merrill Light, Decedent Paul Barringer and Michael Hagler. Mr. Hagler, an attorney in Augusta, GA with Fulcher Hagler, LLP, was the sole independent member of the board of directors with no affiliation with any of the Barringers other than his role as a CFRC board member. Also present were corporate attorney Brad Herring, advisors Mark Sanford and Tom Rockwood, guest advisor Steve Jones, and CFRC officers Tom Evans and Travis Bryant. The meetings were uneventful as the company's operations and financial performance were discussed and an update on the strategic plan was presented. Decedent Paul Barringer, however, again seemed very confused and was having trouble communicating and forming words as he did in the February 2012 meeting.

38. In the several days following the meeting, Decedent Paul Barringer had an extremely negative reaction to the meeting and accused the "four people from New York" of trying to steal the company. He also falsely accused Kevin Luzak of throwing Defendant Merrill Light and him out of the meeting and of physically throwing a book at Defendant Merrill Light during the meeting.

39. At no time following the April 25, 2012 board meeting did Decedent Paul Barringer contact Kevin Luzak to discuss any of the matters that apparently agitated him, even though Kevin Luzak was CFRC's CEO and a member of the board of directors.

40. The accusations described in paragraph 38 above by Decedent Paul Barringer temporarily ended when he was hospitalized on May 2, 2012 at St. Joseph's Hospital in Savannah, Georgia. Decedent Paul Barringer was diagnosed with advanced dementia and complications related to a prior prostate surgery.

41. During Decedent Paul Barringer's stay at St. Joseph's Hospital, his attending physician noted on May 2, 2012 that Decedent Paul Barringer had "progressive confusion" and that he was "a particularly poor historian this evening" after being asked personal background questions. The physician noted Decedent Paul Barringer was "not oriented to place or time. He, when focused, can answer questions for about 30 seconds but then loses focus." The attending physician also noted that Decedent Paul Barringer "does not recall any details about his prostate cancer followup except that he had 'troubles' " and "[h]e does not recall when he had treatment."

42. On May 3, 2012, neurological testing was done at St. Joseph's Hospital on Decedent Paul Barringer. The testing physician stated that Decedent Paul Barringer had "an abnormal EEG" which is a neurological test that measures and records the electrical activity of the brain.

43. On May 4, 2012, Decedent Paul Barringer was discharged home with prescriptions for Aricept and Seroquel "as needed for confusional state". The discharge papers concluded as the primary ailment "confusion, secondary to evolving semantic dementia." The discharge summary further stated one of Decedent Paul Barringer's treating doctors opined that "[t]he patient had evolving semantic dementia and noted that at times Aricept might not be of very much help." The discharge papers further provided that the treating physicians concluded Decedent Paul Barringer had semantic dementia.

44. After Decedent Paul Barringer was discharged on Friday, May 4, 2012 from the hospitalization related to the progression of his previously diagnosed dementia, the CFRC stock register shows that, on the following business day Monday May 7, 2012, Decedent Paul Barringer allegedly transferred the 38,272 voting shares certificated in his name on CFRC share certificate number one to himself as trustee of the Paul B. Barringer Irrevocable Trust dated December 4, 1998. (See Exhibit 3, Stock Register CFRC 628). According to the CFRC Stock Register, CFRC cancelled share certificate number one and re-certificated those shares to share certificate number 13 on May 7, 2012. Plaintiff Hampton Luzak has no knowledge that any trust by the exact name of the "Paul B. Barringer Irrevocable Trust U/A Dated December 4, 1998" ever existed.

45. On May 8, 2012, the day following the purported transfer of Decedent Paul Barringer's voting shares to himself as trustee of the Paul B. Barringer Irrevocable Trust dated December 4, 1998, Dr. Paul Long of Hilton Head examined Decedent Paul Barringer. As part of the examination, Dr. Long also talked to three doctors at St. Joseph's Hospital where Decedent Paul Barringer was hospitalized the previous week. Dr. Long noted that Decedent Paul Barringer "is still confused and still has a poor memory." He assessed Decedent Paul Barringer

as having dementia. He further noted that Decedent Paul Barringer's medical plans were to seek further treatment at the Medical University of South Carolina and the Cleveland Clinic.

46. During this time period in May of 2012, Barringer's relationship with Plaintiff Hampton Luzak was on good terms as it had always been. Kevin Luzak, who at the time was on the Board of Directors at the Medical University of South Carolina Foundation ("MUSC"), had helped Barringer obtain medical assistance at MUSC where Barringer spent a couple of days seeking medical help and observation.

47. During the week of May 7, 2012 after Decedent Paul Barringer had been discharged from St. Joseph's Hospital, Defendant Merrill Light asked Plaintiff Hampton Luzak to fly down to Hilton Head from New York City to help Decedent Paul Barringer with his follow-up care and medical appointments including making arrangements for medical evaluations with MUSC. Plaintiff Hampton Luzak complied without hesitation. Later that week, after Decedent Paul Barringer's May 8 appointment with Dr. Long, Decedent Paul Barringer was examined and tested by Dr. David Bachman, a highly renowned neurologist and Alzheimer's expert at MUSC. During the several days he was examined at MUSC, Decedent Paul Barringer resided with Plaintiff and her husband at their home in Charleston. While Plaintiff Hampton Luzak and her mother Merrill Barringer were in the room with Decedent Paul Barringer at MUSC, Dr. Bachman informed Decedent Paul Barringer he was suffering from Alzheimer's disease.

48. While Plaintiff Hampton Luzak was helping Decedent Paul Barringer through treatments at MUSC, Defendant Merrill Light, unbeknownst to Plaintiff Hampton Luzak, was involved in moving Decedent Paul Barringer's voting stock in CFRC into Decedent Paul Barringer's Revocable Trust for which Defendant Merrill Light purportedly became a co-trustee.

Plaintiff Hampton Luzak is informed and believes Defendant Merrill Light carried out the stock transfers with the assistance of Defendant Merrill Light's estate planning attorney John Jolley.

49. On Friday, May 11, 2012, share certificate # 13, issued in the name of Paul B. Barringer, Trustee of the Paul B. Barringer Irrevocable Trust under Agreement dated December 4, 1998 for 38,272 voting shares in CFRC, was purportedly cancelled according to the CFRC Stock Register. Plaintiff Hampton Luzak has requested a copy of share certificate number 13 from CFRC, but the company was unable to produce a copy of the certificate or a lost certificate affidavit. Also, CFRC has not produced the stock power transfer provisions to certificate # 1 typically found on the reverse side of the certificate which would have contained the endorsement over to certificate # 13. In the place of certificate # 13, CFRC issued on May 11, 2012 a new share certificate #14 in the name of Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust under Agreement dated December 4, 1998 for 38,272 voting shares.

50. The 38,272 shares of CFRC voting stock, represented on CFRC share certificate number one, had been held by Decedent Paul Barringer since October 3, 2004. These shares, which comprised approximately 20% of the voting shares of CFRC, effectively represented control of the company since the voting shares held by his two daughters (with each daughter holding approximately 31% of the CFRC voting stock) were not sufficient to control the company without the 38,272 voting shares held by Decedent Paul Barringer. Prior to this time, Decedent Paul Barringer had fastidiously kept ownership of all stock in CFRC equal between his two daughters so that each daughter owned equal shares of voting and non-voting stock. Without the block of voting shares held by Decedent Paul Barringer, neither of his two daughters had voting control of the company.

51. When the purported transfer of Decedent Paul Barringer's voting shares was made on May 11, 2012 to share certificate # 14 in the name of Paul B. Barringer, as Trustee of the Paul B. Barringer Revocable Trust (*i.e.*, the Revocable Trust), the share certificate was signed by Kevin Luzak as the chief executive officer of CFRC. At that time, though, Defendant Merrill Light may have been a co-trustee of the Revocable Trust based on the minutes from the August 3, 2012 shareholders meeting which show she was also a trustee of the Revocable Trust and therefore should have been a named title holder on the share certificate. (See Exhibit 13, *infra*, CFRC shareholder minutes 8/3/12, CFRC 679-82). However, no mention is made on share certificate # 14 that Defendant Merrill Light was a co-trustee of Decedent Paul Barringer's Revocable Trust. The lack of co-trustee designation, on information and belief, was an attempt by Defendant Merrill Light to keep from disclosing the purported co-trustee status to Kevin Luzak since he may have to sign certificate # 14.

52. Also on May 11, 2012, Decedent Paul Barringer's Durable Power of Attorney dated December 15, 2011, which was prepared by estate planning attorney John Jolley and contained the description "Effective Immediately" on its title page, was recorded at the Beaufort County Register of Deeds office five months after the document was purportedly executed.

53. Decedent Paul Barringer instructed Kevin Luzak to sell CFRC's airplane and purchase a larger plane. Based on Decedent Paul Barringer's instructions, Kevin entered into a contract to sell the company airplane in early June 2012. On or about June 7, 2012, Decedent Paul Barringer contacted Kevin Luzak about using the company airplane to visit some corporate facilities. Kevin Luzak commented to Decedent Paul Barringer to enjoy the airplane ride since it would be the last trip on the company airplane before the sale was closed. Decedent Paul Barringer then exploded at Kevin Luzak and began swearing at him for selling the airplane, as

Decedent Paul Barringer did not remember that he instructed Kevin Luzak to sell the airplane. Decedent Paul Barringer then ordered Kevin Luzak to rescind the deal to sell the airplane. Following Kevin Luzak's termination, CFRC did in fact sell the airplane and purchase a larger airplane, consistent with Decedent Paul Barringer's earlier instructions and against his confused demands of June 7, 2012.

54. At this same time, Decedent Paul Barringer was confused about a memorandum that Kevin Luzak prepared regarding the February 18, 2012 family discussion about a possible long-term strategy for CFRC and Kevin Luzak's compensation. Decedent Paul Barringer denied participating in the meeting and denied receiving the memorandum summarizing the discussion that took place during the meeting. At this point in time, Decedent Paul Barringer could not remember very recent and significant discussions and was unable to manage a mental timeline or distinguish between imagined and actual events.

55. Around the week of June 4, 2012, Kevin Luzak talked with Defendant Merrill Light regarding Decedent Paul Barringer's mental problems, and she stated she was aware of her father's mental problems, including his resumption of aggressive behavior. She stated that the previous evening Decedent Paul Barringer was irate with the advisors from New York whom he referred to with extremely derogatory language, which had been uncharacteristic of him.

56. Around this same time, Kevin Luzak also talked with Decedent Paul Barringer's wife, Merrill Barringer, who said that Decedent Paul Barringer was very upset at Kevin Luzak. She stated that Decedent Paul Barringer believed Kevin was trying to sell 65% of the timberland and move the timberland management team to New York and that the people in New York would own 80% of the investments in the company. None of these descriptions of Kevin Luzak's proposed long-term plans for CFRC were true or ever contemplated. Mrs. Barringer

also stated that Decedent Paul Barringer was upset about supposedly being excluded from the last board meeting in April 2012 which was completely untrue. In fact, Decedent Paul Barringer presided over the meeting without incident, though he had trouble communicating and forming words at that time.

57. By late May to early June of 2012, the financial health of Randy Light's companies had deteriorated drastically. Defendant Merrill Light told Plaintiff Hampton Luzak and Kevin Luzak in multiple conversations by phone and in person that Randy Light was going bankrupt, that he was going to lose everything, and that he would have nothing to leave the children.

58. Following the events described in paragraphs 24 - 27 above, Randy Light, by June 5, 2012, was forced to put another one of his condominium development companies, SAC, into bankruptcy. As referenced in paragraphs 24-27 above, Plaintiff Hampton Luzak is informed and believes the bankrupt entities of Randy Light had incurred up to \$26 million of debt. The bankruptcy proceedings regarding the debts owed by Randy Light and/or his companies continued into 2015.

59. On June 11, 2012, Decedent Paul Barringer sent Kevin Luzak a package with PowerPoint presentation documents that Decedent Paul Barringer said someone sent to him "just recently." Decedent Paul Barringer claimed that the PowerPoint slides "appeared to be someone's calculation on how CFRC could be purchased with various ways to obtain our timberland and other assets which could be marketed to outside parties." Decedent Paul Barringer's description of the business plan contained in the PowerPoint documents was incorrect. Further, Decedent Paul Barringer had already seen all of these materials. They were the materials presented at the March 15 and 16, 2011 board meetings and monthly management

presentations during that period that Decedent Paul Barringer attended. Because of his dementia in June of 2012, Decedent Paul Barringer was unable to remember in June 2012 seeing the PowerPoint documents in March 2011 and was under the false impression the March 2011 board presentation documents had been prepared and distributed behind his back as suggested by his statement, "I have just recently received possession" of them. When Kevin Luzak explained the origin of the materials to him, Decedent Paul Barringer then acknowledged being at the board and management meetings and having seen the materials, then later questioned whether he was there, and then denied having ever seen the material. He subsequently reversed himself and said he may have seen them, which was symptomatic of his confusion. Decedent Paul Barringer then told Kevin Luzak that he would help Kevin Luzak find a job if Kevin Luzak could not run the company the way he wanted it run.

60. Merrill Light later admitted to Plaintiff Hampton Luzak that she had given Decedent Paul Barringer the PowerPoint presentations from the March 2012 board meetings and earlier management meetings which confused and upset Decedent Paul Barringer given his mental infirmities at that time.

61. In mid-June 2012 Defendant Merrill Light told Plaintiff Hampton Luzak that she (Merrill Light) wanted to sell CFRC. Plaintiff Hampton Luzak responded that she did not want to sell the company, because that would be contrary to her father's intent. Defendant Merrill Light raised the idea to Plaintiff Hampton Luzak of selling the whole company at least a half-dozen times in the first half of 2012. Each time Plaintiff Hampton Luzak responded that she did not want to sell CFRC. Defendant Merrill Light would broach the subject of selling CFRC only when Decedent Paul Barringer was not present because she knew it was contrary to her father's wishes.

62. On June 20, 2012, Kevin Luzak emailed Decedent Paul Barringer that he would like to have an outside independent person come in and perform a complete evaluation of Kevin Luzak's conduct, decisions and actions that Decedent Paul Barringer recently complained about. Kevin Luzak concluded the letter stating that, "If I have done anything wrong, I want to know about it more than anybody." That same day Decedent Paul Barringer responded with an angry email to Kevin Luzak, copied only to Defendant Merrill Light, stating that he did not want some outside lawyer coming in and making decisions regarding his company. He also accused Kevin Luzak of "trying to depose me for almost a year from my company." Decedent Paul Barringer's idea that Kevin Luzak was trying to depose him was another delusion of Decedent Paul Barringer. He further claimed: "We understand that your actions were trying to drive me away from [CFRC]...", obviously revealing that Defendant Merrill Light was helping him form this misbelief. (emphasis added). In the same email, Decedent Paul Barringer claimed that, "I have double the company voting stock of any person, or groups, do you think I'm dumb?" Decedent Paul Barringer, in fact, had less voting stock than either Plaintiff Hampton Luzak or Defendant Merrill Light. In a conversation that day, Decedent Paul Barringer informed Kevin Luzak that he wanted to have him removed as CEO.

63. On June 28, 2012, a special meeting of the board of directors of CFRC was called. The meeting was held by telephone conference in which all four directors participated – Kevin Luzak, Michael Hagler, Defendant Merrill Light and Decedent Paul Barringer. Also on the conference call was Bradley Herring, the company's legal counsel along with his law partner Samuel Johnson.

64. During the June 28, 2012 board meeting, Decedent Paul Barringer made a number of delusional accusations against Kevin Luzak which were supported by Defendant Merrill Light

who joined in with, and coached, Decedent Paul Barringer in his motion to have Kevin Luzak removed as president and CEO of the company. Decedent Paul Barringer also moved that Kevin Luzak be removed from all other offices with CFRC immediately and that Decedent Paul Barringer should be appointed as president and CEO. The corporate minutes state that Decedent Paul Barringer wanted Kevin Luzak removed because he (falsely) claimed he and Defendant Merrill Light had been thrown out of a recent meeting of the board of directors held in Charleston on April 24 and 25, 2012. (See Exhibit 4, 6/28/12 board minutes). He also claimed that he had found PowerPoint slides of various plans which he contended had been withheld from him by Kevin Luzak. Decedent Paul Barringer also claimed that Kevin Luzak had requested a million dollar check from him and stated that Kevin Luzak was the greediest person he knew and should be dismissed due to his alleged greed. Kevin Luzak responded that Decedent Paul Barringer and Defendant Merrill Light had not been thrown out of the preceding board meeting and that Kevin Luzak had never requested a million dollar check from Decedent Paul Barringer. Because of the outlandish and completely unfounded allegations Decedent Paul Barringer was making, Kevin Luzak made a motion that the company retain an independent person to investigate the allegations and to report these findings to the board. Michael Hagler, a respected attorney who was the independent and non-affiliated member of the board, voted for an independent investigator as did Kevin Luzak. However, Defendant Merrill Light and Decedent Paul Barringer, with coaching from Defendant Merrill Light, voted against it so the motion failed.

65. After voting down the motion for an independent investigation, the board of directors at the same June 28, 2012 meeting voted on Decedent Paul Barringer's motion to remove Kevin Luzak from all positions with CFRC. Merrill Light supported and seconded

Decedent Paul Barringer's attacks and motions against Kevin Luzak. Mr. Hagler indicated he needed more information about the accusations Decedent Paul Barringer leveled against Kevin Luzak and voted against firing Kevin Luzak. Defendant Merrill Light and Decedent Paul Barringer, with coaching from Defendant Merrill Light, voted in favor of the motion to remove Kevin Luzak. The company counsel stated that Kevin Luzak had a conflict of interest in the vote since he was the subject of the motions and therefore could not vote as a member of the board of directors. As a result, Decedent Paul Barringer and Defendant Merrill Light's votes to remove Kevin Luzak outnumbered Mr. Hagler's opposition. The corporate minutes thus stated that Kevin Luzak was terminated from all company positions, though Kevin Luzak disputed the legitimacy of the vote.

66. As part of the June 28, 2012 special board meeting, the board next took up the motion of Decedent Paul Barringer that he be appointed CEO and president of CFRC. Defendant Merrill Light seconded the motion. Decedent Paul Barringer and Defendant Merrill Light then voted in favor of hiring Decedent Paul Barringer as CEO and president. Kevin Luzak and Michael Hagler voted against the motion; therefore, the motion failed.

67. During the votes in the June 28, 2012 special board meeting, Decedent Paul Barringer was confused about which way he should vote. Defendant Merrill Light, knowing her father was suffering from Alzheimer's disease, coached Decedent Paul Barringer as to how she wanted him to vote. Initially he voted to retain Kevin Luzak but then changed his vote upon receiving coaching from Defendant Merrill Light. In the end Decedent Paul Barringer and Defendant Merrill Light voted to oust Kevin Luzak.

68. Despite knowing the facts that Decedent Paul Barringer (a) had been diagnosed with dementia as early as December 2011; (b) had been hospitalized for three days in May 2012

for dementia; (c) had been diagnosed with, and undergone examination and treatment at MUSC, for Alzheimer's; and (d) had to be coached on how to cast a vote at a board meeting, Defendant Merrill Light was willing to put her father, to his own detriment, back into the CEO position – a position he clearly was no longer capable of handling.

69. After the June 28th meeting adjourned, Michael Hagler, the sole independent member of the board of directors of CFRC, immediately wrote corporate counsel Bradley Herring that he was “concerned about Paul’s mental state. If Paul is voting and acting based on facts that exist in his mind but nowhere else, is his vote valid? Can the directors and the company act when a fellow director appears to be confused? On more than one occasion during the meeting Paul actually cast his vote in the opposite way he meant to cast the vote until he was corrected and coached by whoever was in the room with him.” (See Exhibit 5, Hagler letter 6/28/12). The person in the room with him was Defendant Merrill Light. Mr. Hagler disagreed that the vote to remove Kevin Luzak was legitimate.

70. On the following day, Bradley Herring responded to Michael Hagler’s June 28, 2012 letter by stating that Mr. Hagler’s “concern related to [Decedent Paul Barringer’s] mental state and confusion is something that needs to be ultimately considered by the courts.” (See Exhibit 6, Herring letter 6/29/12).

71. On July 1, 2012, Michael Hagler emailed Defendant Merrill Light, Kevin Luzak, and then- corporate counsel Brad Herring his objection to the CFRC board vote removing Kevin Luzak from his officer positions. The letter was principally addressed to Merrill Light. Michael Hagler characterized Decedent Paul Barringer’s actions at the June 28, 2012 meeting as totally inconsistent with the Paul Barringer he had previously known. Mr. Hagler stated that the person who attended the April 2012 board meeting and the June 28, 2012 board meeting “was not Paul.

He is in Paul's body, but he seems to be ill and not thinking or acting rationally." Mr. Hagler implored Defendant Merrill Light to not follow her father blindly down the destructive path he was going. He also implored her to conduct an investigation of Decedent Paul Barringer's accusations and his current status stating he could not understand why that should not be done. He then asked: "Do you know something about the situation that has not been discussed or disclosed to me? Is there something I do not understand?" Mr. Hagler reiterated: "From my observations, your father does not seem to be acting rationally." Mr. Hagler concluded by stating: "Merrill, I urge you to reconsider what is best for your father, your family and the company." (See Exhibit 7, Hagler e-mail 7/1/12).

72. On July 6, 2012, Plaintiff Hampton Luzak wrote the CFRC board of directors about her father's condition and informing them that he had been diagnosed with Alzheimer's disease and that she along with her mother and Defendant Merrill Light had been aware of his condition for months. She informed the board that her husband, Kevin Luzak, was fired on the basis of a combination of hallucinations, deep confusion and ridiculous and unfounded challenges to Kevin Luzak's character which Defendant Merrill Light blocked from being investigated, as Defendant Merrill Light knew they were unfounded and delusional. Plaintiff Hampton Luzak pointed out the various events Decedent Paul Barringer accused Kevin Luzak of being involved in which never occurred. She also reminded the board that, despite Decedent Paul Barringer's accusations, Kevin Luzak had never thrown a book at Merrill Light at any time or especially in a board meeting in which all board members along with advisors attended. She informed the board of the truthful situation that Decedent Paul Barringer unfortunately was suffering from confusion, severely deteriorated short-term memory and delusions. She pleaded with the board to take the situation into consideration instead of rubber stamping any harmful

and damaging plans Decedent Paul Barringer in his infirm state may be proposing. (See Exhibit 8, H. Luzak letter 7/6/12).

73. On July 6, 2012, Kevin Luzak wrote to Bradley Herring that Mr. Herring personally witnessed the meetings where Decedent Paul Barringer later accused Kevin Luzak of supposedly throwing a book at Defendant Merrill Light and allegedly kicking Decedent Paul Barringer out of the meeting. Mr. Herring thus knew Decedent Paul Barringer's accusations were delusional but allowed Decedent Paul Barringer, with Defendant Merrill Light's support and coaching, to proceed. (See Exhibit 9, K. Luzak letter 7/6/12). On July 9, 2012, Bradley Herring resigned as CFRC corporate counsel and also as assistant secretary of the company following his inability to properly handle the June 28, 2012 board meeting in which Defendant Merrill Light and Decedent Paul Barringer fired Kevin Luzak. (See Exhibit 10, Herring letter 7/9/12). According to an e-mail of Travis Bryant to Plaintiff Hampton Luzak dated November 9, 2012, Defendant Merrill Light's personal attorney "John Jolley has acted as corporate counsel since Brad Herring resigned."

74(a). On July 12, 2012, independent board member Michael Hagler wrote Decedent Paul Barringer, Defendant Merrill Light and Kevin Luzak about the ostensible firing of Kevin Luzak at the prior board meeting. Mr. Hagler opined that Kevin Luzak should not have been removed from the board. Michael Hagler emphasized he was against appointing Paul Barringer as a replacement for Kevin Luzak as CEO "without investigating [Paul Barringer's] current mental state." Mr. Hagler further stated that he had "personally observed behavior in at least two board meetings and in my call with Paul [Barringer] two weeks ago which suggests that there are issues with his mental capacity." He also stated: "If [Plaintiff Hampton Luzak's] statements [in her July 6, 2012 letter] are correct, the board not only has inadequate information, but apparently

individual board members may be withholding information from the board.” This would include, and pertain particularly to, Defendant Merrill Light. Mr. Hagler concluded the letter by stating the board had no attorney and needed to hire Virginia counsel promptly. (See Exhibit 11, Hagler letter 7/12/12).

74(b). Defendant Merrill Light executed a notice dated July 12, 2012 withdrawing her demand of June 28, 2012 for a special meeting of the shareholders of CFRC. The above notice was signed by Merrill Light in her individual capacity. It made no mention of her being a co-trustee of the Paul Barringer Revocable Trust. The above notice was also purportedly signed by Decedent Paul Barringer as “Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98.” No mention was made of Paul Barringer being a co-trustee of his Revocable Trust. Plaintiff Hampton Luzak received the notice by e-mail from John Jolley on July 13, 2012. (See Exhibit 21, M. Light notice 7/12/12 and Jolley e-mail 7/13/12).

75. While Decedent Paul Barringer was in a state of confusion and exhibiting irrational and erratic behavior, Decedent Paul Barringer, as grantor and as co-trustee with Defendant Merrill Light, purportedly executed a second amendment and restatement of his Revocable Trust on or about July 20, 2012. (See Exhibit 2, *supra*). No one, including Defendant Merrill Light as purported co-trustee, informed Plaintiff Hampton Luzak of this change.

76. On August 3, 2012 prior to the shareholder and board of director meetings that day, Michael Hagler emailed Defendant Merrill Light, Decedent Paul Barringer and attorney John Jolley and others about the resolutions proposed for those meetings. Mr. Hagler reiterated that in his opinion, “Paul Barringer is ill, and his judgment is impaired. I personally experienced this at the last regular director’s meeting held in Charleston. I heard it in the telephonic meeting held in June. I believe Merrill and her husband, Randy, are exercising poor judgment.” He also

pointed out that he was concerned with the appointment of Travis Bryant to higher management positions given that he was “a puppet”. He also asked the board members and attorney John Jolley, “Who is serving as corporate counsel?” (See Exhibit 12, Hagler e-mail 8/3/12).

77. Defendant Merrill Light did not respond to any of the three letters Michael Hagler wrote to Defendant Merrill Light on July 1, July 12 and August 3, 2012 about highly important matters facing CFRC, such as the need for an independent investigation into Decedent Paul Barringer’s accusations about Kevin Luzak’s performance as CEO and Decedent Paul Barringer’s incompetence. Decedent Paul Barringer also did not respond to the letter Mr. Hagler sent him on July 12, 2012.

78(a). On August 3, 2012, a special shareholder meeting of CFRC was held. At the meeting Defendant Merrill Light voted her shares in her individual capacity, except for three shares for which she gave a proxy for attorneys John Jolley, R. Mason Bayler, Jr., and John Owen Gwathmey. Defendant Merrill Light also voted the shares of the Paul B. Barringer Revocable Trust. At the meeting Merrill Light, personally or through someone acting on her behalf and under her control, represented that she was acting on behalf of Decedent Paul Barringer; however, Merrill Light never disclosed she was a trustee or co-trustee of the Paul Barringer Revocable Trust. The Shareholder Minutes from that meeting, though, show that Merrill Light voted the shares of the Paul Barringer Revocable Trust as its purported “trustee” (with Decedent Paul Barringer also described as a “Trustee” of the Revocable Trust) as set forth in Annex A to the CFRC shareholder minutes. (See Exhibit 13, CFRC shareholder minutes 8/3/12). The Shareholder Minutes were not produced to Plaintiff Hampton Luzak until April 14, 2015 pursuant to Hampton Luzak’s statutorily-authorized shareholder records inspection requests to CFRC as described in paragraphs 99, 101, 102 and 104(a) below. Prior to the April

14, 2015 production of the August 3, 2012 Shareholder Minutes, it was never disclosed to Hampton Luzak that Merrill Light was acting as a purported trustee or co-trustee of Paul Barringer's Revocable Trust. Upon information and belief, Defendants Merrill Light and Randy Light and their unnamed co-conspirators concocted a false presentation for this special shareholder meeting to deceive Hampton Luzak and to hide from her that Merrill Light was implementing a scheme to gain control over her father's voting stock in CFRC. It also appears that Defendants Merrill Light and Randy Light and their unnamed co-conspirators devised a false set of shareholder minutes for the August 3, 2012 special shareholder meeting that stated Defendant Merrill Light voted as trustee for the Paul Barringer Revocable Trust, when in actuality she never voted as trustee or co-trustee of the Paul Barringer Revocable Trust.

78(b). Because Defendant Merrill Light's combined votes comprised a majority of the voting stock, Merrill Light's motions to remove Kevin Luzak from the board of directors was approved, despite Plaintiff Hampton Luzak's opposition votes. At the same meeting, Defendant Merrill Light moved to have her husband, Randy Light, appointed to the board to replace Kevin Luzak. Given that Randy Light used the same e-mail address as Defendant Merrill Light, Plaintiff Hampton Luzak is informed and believes that Defendant Merrill Light moved to have her husband Randy Light seated on the board while knowing that Randy Light and/or his companies were straddled with crushing levels of debt and failed business properties. Again Defendant Merrill Light voted the two blocks of stock constituting a majority of the shares ostensibly within her control which resulted in Randy Light's appointment to the board. In effect, Defendant Merrill Light, outwardly in front of Plaintiff Hampton Luzak, acted as a purported agent under a power of attorney from Decedent Paul Barringer, while secretly using her purported position as co-trustee of Paul Barringer's Revocable Trust, to remove Kevin Luzak

from the board and install her husband in Kevin Luzak's place, with Defendant Randy Light's participation.

79. Prior to this time, Decedent Paul Barringer for over 20 years had refused to let Randy Light join the CFRC board. In fact Decedent Paul Barringer had told Plaintiff Hampton Luzak that he "had no respect for Randy as a business man" because of his lack of success and professionalism in his attempted business ventures. It had been Kevin Luzak who had persuaded Decedent Paul Barringer to grant a visitor/guest seat in the board meetings to Randy Light despite Decedent Paul Barringer's desires for Randy Light to be excluded.

80. Since Defendant Merrill Light was ostensibly functioning as a trustee of Decedent Paul Barringer's Revocable Trust during the August 3, 2012 shareholder meeting, Defendant Merrill Light owed a fiduciary duty on and before that date.

81. Also on August 3, 2012, a board of director's meeting was held following the shareholder meeting. At the meeting John Jolley, the long-time estate planning attorney for Merrill and Randy Light, along with two other attorneys appeared at the board meeting "as counsel for Mrs. Light" according to the minutes of the board meeting. No mention was made in the board minutes of any attorney being retained as corporate counsel for CFRC to replace Bradley Herring. Defendant Merrill Light and her husband Randy Light made motions to remove Kevin Luzak from all positions with CFRC and its subsidiaries and to elect Travis Bryant as the new President and CEO. On his first day on the board, Randy Light expressed his disagreement with Kevin Luzak's strategic plans for CFRC and expressed his opinion "that it is in the best interest of the Company and its shareholders to have a non-family member take over the chief executive officer position..." Mr. Hagler disagreed with the points and motions raised by Defendant Merrill Light and her husband Randy Light, and voted against them. Decedent

Paul Barringer was not at this important meeting. The Lights' motions therefore passed two to one.

82. After the board refused to hire an independent investigator regarding the accusations against Kevin Luzak as requested by board member Michael Hagler, Mr. Hagler resigned on August 23, 2012 because of the destructive course being taken by CFRC and its board. As Mr. Hagler termed it in his letter of July 12, 2012, he foresaw "the danger of CFRC being damaged – and ensuing claims, litigation, etc." from Defendant Merrill Light's refusal to allow a full and open investigation into the spurious allegations against Kevin Luzak. (See Exhibits 11, supra, and 14, Hagler letter 8/23/12).

83. A subsequent board meeting was held on August 29, 2012 in which attorney John Jolley attended as the new corporate counsel for CFRC. At this meeting, Mr. Jolley, the newly retained corporate counsel, was appointed as assistant secretary of CFRC. The board also accepted the resignation of Michael Hagler. The board at this time was ostensibly composed of Defendant Merrill Light, her husband Randy Light, and Decedent Paul Barringer. The board then voted to fill the board vacancy from Mr. Hagler's resignation with Travis Bryant. In addition, the board approved a special dividend distribution to the CFRC shareholders among other financial matters.

84. Prior to September 11, 2012, Decedent Paul Barringer controlled 20% of the CFRC voting shares and Plaintiff Hampton Luzak and Defendant Merrill Light each owned 31% of the CFRC voting shares through equal gifts from Decedent Paul Barringer. On September 11, 2012 essentially all of Decedent Paul Barringer's voting shares were purportedly transferred from Decedent Paul Barringer's Revocable Trust to Defendant Merrill Light as trustee of her own revocable trust. (See Exhibit 3, supra). This purported transfer of 20% of the voting stock

of CFRC gave Defendant Merrill Light voting control of the company through ownership of 51% of the voting stock. Defendants Merrill Light and Randy Light concealed from Plaintiff Hampton Luzak for two and a half years the transfer of voting control of CFRC effected through the purported transfer of 38,271 shares of voting stock of CFRC from Decedent Paul Barringer's Revocable Trust to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust. (see paragraphs 101 and 102 below). Defendant Merrill Light has asserted in corporate litigation in the Federal District Court for the Eastern District of Virginia that she paid no consideration for the voting shares and that she received them gratuitously.

85. Decedent Paul Barringer's purported transfer of his CFRC voting stock was carried out through his signing a Stock Power form as co-trustee of his Revocable Trust. The Stock Power was witnessed by Merrill U. Barringer and Sharon Potts. Also Decedent Paul Barringer and Defendant Merrill Light both signed an Assignment of Shares dated September 11, 2012 acknowledging assignment of the 38,271 shares of CFRC voting stock to Defendant Merrill Light as trustee of her revocable trust. The Stock Power and Assignment of Shares are attached hereto as Exhibits 15 and 16 and are incorporated herein. In the Stock Power, attorney John M. Jolley was appointed as Decedent Paul Barringer's attorney-in-fact to transfer the shares on the books of the corporation. Mr. Jolley, who was corporate counsel and assistant Secretary at that time, never informed Plaintiff Hampton Luzak of the stock transfer that effected the change in control of CFRC. Even though Hampton Luzak was aware of her father's dementia and Defendant Merrill Light's manipulation of Decedent Paul Barringer at board meetings and other company activities, she did not envision that Merrill Light was stealing their father's CFRC voting stock (half of which was intended for Hampton Luzak) through her undue influence and Decedent Paul Barringer's lack of mental capacity.

86. As a result of the August 2012 board changes, the CFRC board, at the time of the September 11, 2012 Assignment of Shares, was then composed of: (1) Merrill Light; (2) Merrill Light's husband, Defendant Randy Light, who was strapped with massive debts, bankruptcy filings of entities he owned and controlled, and whose entities had committed what the bankruptcy trustee characterized as fraudulent transfers; (3) Decedent Paul Barringer, who was suffering from Alzheimer's disease, delusions, and acting irrationally; and (4) Travis Bryant whom independent board member Mr. Hagler described as "a puppet". None of these board members ever informed Plaintiff Hampton Luzak of the purported subsequent transfer of the 38,271 voting shares by Paul Barringer. Defendants Merrill Light and Randy Light were well-embedded in the management of CFRC. In addition, Defendants Merrill and Randy Light's estate planning attorney had become CFRC's corporate counsel, its assistant secretary, and Decedent Paul Barringer's estate planning attorney. Their positioning allowed Merrill and Randy Light to conceal from Plaintiff Hampton Luzak the unlawful and improper transfer of their father's controlling voting shares.

87. The notable events set forth above leading up to the purported transfer of Decedent Paul Barringer's controlling shares in CFRC to, and at the instigation of, Defendant Merrill Light can be summarized in the following selective, though not exclusive, list of events:

- On December 2, 2011 Decedent Paul Barringer's MRI report disclosed a history of dementia;
- By December 15, 2011 Defendant Merrill Light's attorney John Jolley had begun performing legal work for Decedent Paul Barringer at Merrill Light's direction;
- In January 2012 Defendant Merrill Light informed Plaintiff Hampton Luzak she was getting involved in their parents' estate planning;
- At the April 25, 2012 board meeting, Decedent Paul Barringer was completely confused, incoherent and had trouble forming words;

- From May 2 – 4, 2012 Decedent Paul Barringer was hospitalized due to complications from dementia;
- On May 7, 2012 Decedent Paul Barringer purportedly transferred all his voting stock in CFRC to the “Paul B. Barringer, II Irrevocable Trust dated December 4, 1998”;
- On or about May 10, 2012 Dr. Bachman informed Decedent Paul Barringer, Plaintiff Hampton Luzak and Mrs. Barringer that Decedent Paul Barringer had Alzheimer’s disease;
- On May 11, 2012 Decedent Paul Barringer ostensibly transferred all his voting stock in CFRC to the Paul B. Barringer, II Revocable Trust dated December 4, 1998;
- On June 5, 2012 Randy Light’s companies filed bankruptcy;
- Throughout June 2012, Decedent Paul Barringer continues to exhibit incoherent, delusional, erratic and irrational behavior;
- On June 28, 2012 Decedent Paul Barringer moved to remove Kevin Luzak as CEO based on accusations Defendant Merrill Light knew to be false yet she supported and seconded the attacks;
- In letters of June 28, July 1, July 12 and August 3, 2012 independent board member Michael Hagler protested Kevin Luzak’s firing and the refusal by Defendant Merrill Light as a member of the board of directors to allow an investigation into Decedent Paul Barringer’s accusations and competency;
- On July 20, 2012 the Paul B. Barringer Revocable Trust was purportedly amended, and on or before that date Defendant Merrill Light became a co-trustee;
- On August 3, 2012 Defendant Merrill Light, acting publicly as agent for Decedent Paul Barringer under a power of attorney (but as purported trustee of Decedent Paul Barringer’s Revocable Trust according to Annex A of the shareholder minutes, which were not disclosed to Hampton Luzak until April 14, 2015), voted the majority shares then in her control to oust Kevin Luzak as a director and voted her husband Randy Light as the new CFRC director;
- By August 29, 2012, Randy and Merrill Light’s personal estate planning attorney became the corporate counsel and assistant secretary for CFRC, and Travis Bryant became its CEO and a director;
- On September 11, 2012 Decedent Paul Barringer purportedly transferred his voting stock and voting control of CFRC to Defendant Merrill Light, and appointed John Jolley as his attorney-in-fact to transfer his shares on the records

of CFRC (although a gift tax return was not filed until May 28, 2015, showing the transfer occurred on December 31, 2012).

88. Had Decedent Paul Barringer not been mentally incapacitated or subject to undue influence by Defendant Merrill Light during this time, he would never have allowed Randy Light, who was strapped with crushing debts, had committed fraudulent transfers, had forced a hostile takeover of one of his business entities from his partners to seize assets for his own benefit, and whose own business entities were forced into bankruptcy, to become a director of CFRC.

89. On or about October 26, 2012, after Kevin Luzak had been removed from the board, the board of directors of CFRC for the first time paid a special distribution dividend to shareholders of record on October 25, 2012 plus a preliminary true-up to 42% of actual fiscal year 2012 earnings as the new board's first action. Despite the Stock Power and Assignment of Share documents purportedly executed on September 11, 2012, the special distribution dividends continued to be paid to Decedent Paul Barringer for his Revocable Trust. A final true-up for the fiscal year 2012 was paid on or about November 17, 2012.

90. On November 8, 2012, Plaintiff Hampton Luzak wrote the board of directors of CFRC voicing her concerns about recent events. (See Exhibit 17, H. Luzak Letter to Board dated 11/8/12). She expressed her opposition to the "very large distribution from CFRC" of a "special dividend." Plaintiff Hampton Luzak pointed out that the special dividend was unprecedented in magnitude and that Decedent Paul Barringer, "consistently focused on reinvestment and growth . . . and would never have supported such a distribution." Plaintiff Hampton Luzak also objected to the appointment of John Jolley as counsel for CFRC due to the fact that he had been functioning as the personal estate planning attorney for Defendant Merrill Light and her husband Randy Light who are also on the board of directors for CFRC, presenting a clear conflict of

interest. Plaintiff Hampton Luzak further stated to the board her understanding that “[n]o individual owns more stock in CFRC than I do.” This statement confirms the fact that Defendant Merrill Light kept secret from Plaintiff Hampton Luzak the transfer of voting shares initiated on September 11, 2012. Defendant Merrill Light’s husband Randy Light was on the board of directors at this time and was a designated recipient of this letter. Upon information and belief, Defendant Merrill Light would have seen or been made aware of the content of Plaintiff Hampton Luzak’s letter; however, she never responded or refuted to Plaintiff Hampton Luzak the statement “[n]o individual owns more stock in CFRC than I do.” Moreover, Hampton Luzak’s letter stated her understanding that Merrill Light voted Paul Barringer’s stock using a power of attorney, which no one ever refuted or “corrected.”

91. Following Plaintiff Hampton Luzak’s letter of November 8, 2012, Decedent Paul Barringer wrote Plaintiff Hampton Luzak a letter dated December 15, 2012 stating Plaintiff Hampton Luzak has brought shame to the Barringer family name. Despite the fact Plaintiff Hampton Luzak objected that the special dividend funds were not being used for reinvestment and long-term growth but instead were being paid immediately to the shareholders including herself, Decedent Paul Barringer accused her of being driven by greed. He also stated that his primary business goal was to continue to operate CFRC and it was for the best interest of the family to continue to operate CFRC as a timber and forest company. He further stated that Kevin Luzak was terminated because CFRC was going in a direction “that was not acceptable to me or my associates.” A typewritten version of the letter was also submitted on or about December 17, 2012.

92(a). Based on Defendant Randy Light’s desperate financial status, Decedent Paul Barringer’s hostility toward allowing Randy Light to attend board of director meetings, the

actions of Defendant Randy Light in advocating and voting for Kevin Luzak's removal as an officer, employee and subsidiary director of CFRC, Randy Light's position as the successor director to Kevin Luzak on CFRC's board of directors after August 3, 2012, and Randy Light's actions in procuring Decedent Paul Barringer's belated gift tax return reporting the September 11, 2012 assignment of Decedent Paul Barringer's voting stock as a purported gift (as described in paragraph 107 below), Plaintiff Hampton Luzak is informed and believes that Defendant Randy Light knowingly and willingly aided, abetted, encouraged and/or materially participated in the purported transfer of Decedent Paul Barringer's voting stock to Defendant Merrill Light as trustee of her revocable trust.

92(b). On April 12, 2013 the bankruptcy trustee from the Eastern District of Texas in the bankruptcy case of Randy Light's company, SAC, filed an adversary proceeding against a third party, Patriot Bank, alleging that Patriot Bank received fraudulent transfers from SAC in 2010 and 2011 as described in paragraph 26 above. Based in part on the trustee's final report, the adversary proceedings resulted in the recovery of the vast majority of the funds the trustee claimed were fraudulently transferred by and for the benefit of entities controlled by Randy Light.

93. Over the two year period from 2013 through 2014, a combined \$14 million of capital expenditures appear to be unaccounted-for in the financial records of CFRC produced to Plaintiff Hampton Luzak. Plaintiff Hampton Luzak has attempted to obtain documents from CFRC that would reveal the specific uses of the unaccounted for \$14 million, but CFRC, under Defendant Merrill Light's control and with Randy Light now serving as chairman of the board of directors, has refused to provide such documents.

94. During the Christmas holidays of December 2014, Plaintiff Hampton Luzak received a CFRC Annual Report and discovered a footnote about recent benefits provided to Travis Bryant, the new CEO who replaced Kevin Luzak and who also replaced independent board member Michael Hagler on the board of directors. The footnote quietly disclosed that CFRC had recently allowed Mr. Bryant to borrow enormous sums of money from the company on extremely generous terms to purchase 2.5% of the stock of CFRC for \$4.92 per share, \$1.00 below its book value and significantly below CFRC's fair market value. Plaintiff Hampton Luzak further learned that Travis Bryant had also been issued CFRC stock options on terms highly favorable to Mr. Bryant, including an exercise price at book value.

95. After discovering the stock sale and option grants, Plaintiff Hampton Luzak wrote her father on January 21, 2015 informing him of stock being issued to Travis Bryant and promised to not "let people take advantage of you." On that same day, Plaintiff Hampton Luzak through her attorney wrote CFRC seeking company records, as allowed by law in her capacity as a shareholder, regarding the stock issuance to Travis Bryant. CFRC responded on January 30, 2015 that it received the request and would be responding thereafter.

96. On February 5, 2015, Decedent Paul Barringer purportedly executed, amended and restated for at least the third time the Paul B. Barringer Revocable Trust originally dated December 4, 1998. On that same day, Decedent Paul Barringer purportedly executed a Last Will and Testament. (See Exhibit 18, P. Barringer Will dated 2/5/15). Plaintiff Hampton Luzak is informed and believes it was signed in John Jolley's office. Also on February 5, 2015, Decedent Paul Barringer purportedly executed a new Durable Power of Attorney which was prepared by John Jolley as was Decedent Paul Barringer's purported Last Will and Testament. The new power of attorney then ostensibly appointed Defendant Merrill Light as the primary attorney-in-

fact and named her husband Randy Light as the alternate attorney-in-fact. Decedent Paul Barringer also purportedly revoked his December 2011 power of attorney which had named his wife Merrill Barringer as the attorney-in-fact. (See Exhibit 19, P. Barringer D.P.A. dated 2/5/15).

97. Had Decedent Paul Barringer not been mentally incapacitated or subject to undue influence by Defendant Merrill Light at this time, he would never have allowed Randy Light, who was strapped with crushing debts, had committed fraudulent transfers, had forced a hostile takeover of one of his business entities from his partners to seize assets for his own benefit, and whose own business entities were forced into bankruptcy, to be his alternate agent under his financial durable power of attorney with control over all of Decedent Paul Barringer's assets.

98. On February 19, 2015, a shareholder's meeting of CFRC was held by conference call. Plaintiff Hampton Luzak was one of the participants in the conference call meeting. Plaintiff Hampton Luzak is informed and believes that Decedent Paul Barringer did not attend the shareholder meeting. During the shareholder's meeting, there was no mention of Decedent Paul Barringer's role on the board of directors or any change in his position as being a member of the board. According to the minutes of the meeting, Defendant Merrill Light gave her attorney John Jolley a proxy to vote the shares under her control. Those controlling shares were then voted to elect Defendant Merrill Light, Randy Light, and Travis Bryant, all current board members, and Robert C. L. Conger as a new board member. In effect Defendant Merrill Light's shares were voted to remove Decedent Paul Barringer as a member and chairman of the board of the company he built and to make her husband Randy Light chairman of the board. At the shareholder meeting there was no mention made of replacing or removing Decedent Paul Barringer from the board or as chairman of the company he spent his life building, and there was no mention of him included in the written shareholder minutes.

99. As set forth above, after she discovered the Travis Bryant transaction buried in a financial statement footnote, Plaintiff Hampton Luzak started sending statutorily-authorized shareholder records inspection requests to CFRC on January 21, 2015. On or about February 13, 2015, CFRC sent its first response to Plaintiff Hampton Luzak's statutorily-authorized information request. Due to the severe deficiencies and omissions in CFRC's response to Plaintiff Hampton Luzak's record request, with CFRC now controlled by Defendant Merrill Light, Plaintiff Hampton Luzak's attorney submitted a second demand for records to the company on February 20, 2015. The records request that Plaintiff Hampton Luzak submitted to CFRC did not threaten any litigation, and in fact expressly rejected any claim by the company that Plaintiff Hampton Luzak was seeking documents for the purpose of instigating litigation.

100. On February 26, 2015, Decedent Paul Barringer in a letter typed on his stationery addressed to Plaintiff Hampton Luzak stated that he was astonished and disappointed that his own daughter would be threatening to sue CFRC. Plaintiff Hampton Luzak had not made any such threat.

101. On March 3, 2015, CFRC responded to Plaintiff Hampton Luzak's second demand for records. However the response of the company controlled by Defendant Merrill Light again omitted key documents to which Plaintiff Hampton Luzak as a shareholder was entitled to receive. Therefore on March 6, 2015, Plaintiff Hampton Luzak's attorney made a third request to CFRC for company records that a shareholder by law is entitled to receive. By response dated March 13, 2015, CFRC finally submitted a response that included the CFRC stock register showing the stock ownership transactions of the company. (See Exhibit 3, supra).

102. The stock register, provided to Plaintiff Hampton Luzak for the first time on or about March 13, 2015, contained an entry stating that 38,271 shares of voting stock previously

held by Decedent Paul Barringer as trustee of the Paul B. Barringer Revocable Trust under agreement dated December 4, 1998 had been transferred on September 11, 2012 to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust. After this transfer, Decedent Paul Barringer held one share of CFRC voting stock. The production of the stock register on March 13, 2015 was the first time anyone disclosed to Plaintiff Hampton Luzak that Decedent Paul Barringer's voting-control shares of CFRC had been transferred to Defendant Merrill Light. The transfer of those voting shares purportedly gave Defendant Merrill Light control of CFRC, in contravention of Decedent Paul Barringer's long-held intentions.

103. Following Defendant Merrill Light's engineering of the ouster of her father as a member and chairman of the board at the February 19, 2015 shareholders meeting, a special meeting of the board of directors was called for March 16, 2015. At that meeting the board discussed, approved and authorized the executive management of CFRC to interview financial advisors about a sale of the company or its assets, which was contrary to Decedent Paul Barringer's long-held intentions. (See Exhibit 20, Board Minutes 3/16/15). With Decedent Paul Barringer no longer on the board of directors, Plaintiff Hampton Luzak is informed and believes that Decedent Paul Barringer was not informed of the steps the board under Merrill Light's control had begun to take to dismantle and sell the company that Decedent Paul Barringer had worked his entire adult life to build and maintain.

104(a). On March 31, 2015 Plaintiff Hampton Luzak sent her final statutorily-authorized shareholder records inspection request to CFRC. The request asked for CFRC shareholder minutes since June 1, 2012. On April 14, 2015 counsel for CFRC produced the August 3, 2012 shareholder minutes to Hampton Luzak for the first time and included Annex A which set forth the shareholder vote breakdown. The minutes also showed that Defendant Merrill Light voted

the shares of the Paul Barringer Revocable Trust as its purported “trustee”, although at no time did she actually vote as “trustee” at the meeting.

104(b). On April 15, 2015, the day after producing the August 3, 2012 Shareholder Minutes to Plaintiff Hampton Luzak for the first time, CFRC, under the control of Defendant Merrill Light, filed suit against Hampton Luzak in a declaratory action in the Federal Court for the Eastern District of Virginia (“Virginia Federal Litigation”) seeking, *inter alia*, declaratory relief regarding Merrill Light’s proportional interest in CFRC. A significant focus of the Virginia Federal Litigation became whether Decedent Paul Barringer’s purported September 2012 stock transfer to Merrill Light was carried out in breach of the terms of the 2010 Shareholders Agreement.

104(c). As background on the Virginia Federal Litigation, after CFRC initially filed its complaint for declaratory judgment against Hampton Luzak and then later moved to dismiss its suit while Plaintiff Hampton Luzak’s counterclaims were pending, the federal court ordered the parties realigned with Hampton Luzak made a plaintiff. Hampton Luzak ultimately filed two separate complaints asserting different claims against different sets of parties before the federal court which consisted of (1) a breach of contract complaint based on the 2010 Shareholders Agreement against Defendant Merrill Light and CFRC, and (2) a separate and unrelated complaint asserting shareholder derivative and other claims against CFRC, CFRC officer Travis Bryant and Defendants Merrill Light and Randy Light involving an unrelated 2013 stock sale and option grant to Mr. Bryant. (Attorneys acting in the name of Decedent Paul Barringer ostensibly moved to intervene in the breach of contract action). Though the federal court kept one civil action file number assigned to CFRC’s original declaratory judgment action, the court required separate filings, including separate pleadings, for the two distinct claims –the breach of

contract claim based on the 2010 Shareholders Agreement concerning the purported 2012 stock transfer of Paul Barringer's CFRC voting stock to Merrill Light, and the other claim being the derivative and declaratory judgment claim involving the unrelated 2013 stock sale and option grant to Travis Bryant. Defendant Randy Light was a party only to the unrelated derivative and declaratory judgment claim regarding the stock sale and option grant to Travis Bryant and was not a party to the breach of contract claim about the 2010 Shareholders Agreement.

105. On the same day (April 15, 2015) that CFRC filed its declaratory judgment action against Plaintiff Hampton Luzak, CFRC, under the control of Defendant Merrill Light, canceled the medical insurance of Hampton Luzak's family without any notice to the Luzaks.

106. Even though the Stock Power and Assignment of Shares dated September 11, 2012 show that the purported transfer of Decedent Paul Barringer's CFRC voting shares occurred on September 11, 2012, Decedent Paul Barringer did not file a gift tax return until approximately May 28, 2015, more than two years after the filing deadline. This information is based on arguments made in the Virginia Federal Litigation in open court on January 22, 2016. Throughout his lifetime Decedent Paul Barringer was meticulous and very diligent in having his tax returns prepared properly and timely. The gift tax return covering the transfer of Decedent Paul Barringer's CFRC voting shares to Defendant Merrill Light was not prepared until May of 2015, after Defendant Merrill Light caused CFRC to institute litigation against Plaintiff Hampton Luzak, and after Ms. Luzak counterclaimed challenging the stock transfer as a violation of the 2010 Shareholders Agreement. The late filing was completely out of character for Decedent Paul Barringer.

107. The records of Decedent Paul Barringer's long-time accountant, Bobby L. Davis, CPA of Columbia, SC, show that Randy Light, John Jolley and Travis Bryant, not Decedent Paul

Barringer, handled all the interaction with Mr. Davis for preparation of the delinquent gift tax returns. None of the above-named persons who handled all the interactions with Mr. Davis were authorized as agents under any power of attorney from Barringer to contact his accountant.

108. On August 28, 2015, Decedent Paul Barringer ostensibly moved to intervene in that portion of the Virginia Federal Litigation addressing Plaintiff Hampton Luzak's breach of contract claim for breach of the 2010 Shareholders Agreement. Plaintiff Hampton Luzak is informed and believes her father's intervention was undertaken upon the manipulation of Defendant Merrill Light, and at her behest. Decedent Paul Barringer's intervention in the breach of contract portion of the Virginia Federal Litigation was not undertaken for the benefit of Decedent Paul Barringer but was being directed by Defendant Merrill Light and her agents for the benefit of Merrill and Randy Light. In court papers filed in Decedent Paul Barringer's name, it was stated that Decedent Paul Barringer was supporting Defendant Merrill Light's side in the breach of contract claim brought by Plaintiff Hampton Luzak. Decedent Paul Barringer's intervention was a continuation of the undue influence and manipulation of Mr. Barringer, who lacked sufficient mental capacity to understand his actions. Decedent Paul Barringer's intervention on August 28, 2015 at the behest of Defendant Merrill Light occurred only 52 days before Decedent Paul Barringer was tested by Dr. Paul Mazzeo on October 19, 2015 and found to have severe senile dementia, and years after his earlier diagnoses of dementia and Alzheimer's as set forth in paragraphs 29, 36, 40-43, 45 and 47.

109. According to the sworn Declaration of Dr. Paul Mazzeo, a neurologist in Port Royal, South Carolina, Dr. Mazzeo examined Decedent Paul Barringer on October 19, 2015 due to Decedent Paul Barringer's history of memory loss. Dr. Mazzeo administered a Mini Mental State Exam ("MMSE") on October 19, 2015. Decedent Paul Barringer scored a 10 out of 30

points on the MMSE which represented severe cognitive impairment. Dr. Mazzeo diagnosed Decedent Paul Barringer with "severe senile dementia, Alzheimer's type." Dr. Mazzeo stated Decedent Paul Barringer "exhibited severe memory loss and expressive aphasia (the inability to use language to express thoughts)." Dr. Mazzeo further stated that Decedent Paul Barringer's "memory loss and expressive aphasia make it practically impossible for him to recall past events with accuracy and then find the words to express whatever recollection he may have, without his wife's assistance." Dr. Mazzeo's declaration was filed in the Virginia Federal Litigation by attorneys acting in the name of Decedent Paul Barringer but not until January 20, 2016.

110. On January 20, 2016, the same date that Dr. Mazzeo's declaration was filed, Decedent Paul Barringer's attorneys filed in the Virginia Federal Litigation a sworn declaration signed by Decedent Paul Barringer affirming under the penalties of perjury the contents of answers to interrogatories. The sworn declaration was dated January 14, 2016. According to the Declaration of Dr. Mazzeo filed the same date, Decedent Paul Barringer lacked testimonial capacity. As exemplified by the circumstances alleged above, Defendant Merrill Light continued her pattern of undue influence and manipulation of Decedent Paul Barringer while he lacked mental capacity.

111. On February 12, 2016 Plaintiff Hampton Luzak moved and filed a brief in the Virginia Federal Litigation to stay the proceedings there while she pursued an emergency and permanent conservatorship action in the Beaufort County Probate Court for Decedent Paul Barringer. (No member of Paul Barringer's family had filed guardianship or conservatorship proceedings seeking protection for Decedent Paul Barringer, and Defendant Merrill Light continued to deny that he was incapacitated. The filing of Dr. Mazzeo's declaration was the first time Hampton Luzak could be certain that her father was incapacitated, and she acted

immediately to protect him.) As described in Plaintiff's publicly-filed Brief in Support of Motion to Stay Proceedings (available on the federal "PACER" ECF system¹), Barringer filed numerous motions and pleadings in that action (totaling over 30 docket entries). In addition, according to the PACER filings, Decedent Paul Barringer submitted sworn interrogatory answers on three occasions. In these sworn answers, Decedent Paul Barringer always spoke in the first person about his purported actions and decisions (*e.g.*, "I decided to give the voting stock to Merrill Light..."). Further, Decedent Paul Barringer flip-flopped regarding critical factual assertions, including changing his interrogatory answers from white to black, such as when he first denied he received dividends on his CFRC voting stock after September 11, 2012 in his Response to Interrogatory No. 16 dated December 31, 2015 and then admitted receiving dividends thereafter in his Amended Response to Interrogatory dated January 14, 2016.

112. Contradictory yet facially definitive sworn statements purportedly from Decedent Paul Barringer exemplified both his mental confusion of facts and the extent he was being manipulated in the Virginia Federal Litigation. For example, the PACER filings reflected that "Decedent Paul Barringer has also submitted conflicting and inconsistent sworn answers regarding the date of the alleged 'gift' of [CFRC] voting shares. In a gift tax return for the year 2012 – inexplicably filed over two years late in 2015 (only after Ms. Luzak began challenging the transfer) – Decedent Paul Barringer swore under penalty of perjury that the date of the 'gift' was December 31, 201[2]... However, in sworn answers to interrogatories, Decedent Paul Barringer maintains the stock was transferred on September 11, 2012..."

¹ Public Access to Court Electronic Records (PACER) is an electronic public access service that allows users to obtain case and docket information online from federal appellate, district, and bankruptcy courts, and the PACER Case Locator. PACER is provided by the Federal Judiciary in keeping with its commitment to providing public access to court information via a centralized service. See: <https://www.pacer.gov/>

113(a). On February 17, 2016, attorneys acting on behalf of Decedent Paul Barringer filed in Decedent Paul Barringer's name a brief in opposition to a motion to stay the Virginia Federal Litigation while Plaintiff Hampton Luzak pursued guardianship and conservatorship proceedings in South Carolina for her father. Plaintiff Hampton Luzak is informed and believes that Decedent Paul Barringer continued to suffer from lack of mental capacity and undue influence and was still being manipulated by Defendant Merrill Light in order to file Decedent Paul Barringer's opposition brief.

113(b). On February 19, 2016 Plaintiff Hampton Luzak in the Virginia Federal Litigation filed a Motion for Voluntary Dismissal, for a partial dismissal of her breach of contract claims, shortly after attorneys acting ostensibly for Decedent Paul Barringer filed an affidavit of Dr. Paul Mazzeo confirming Paul Barringer's incompetence.

114. The Virginia Federal Litigation has been expensive and was not in best interest of Decedent Paul Barringer but only in Merrill Light's best interest. Based on the amount of legal fees that CFRC has incurred in the Virginia Federal Litigation, Plaintiff Hampton Luzak is informed and believes substantial funds were likewise expended from Decedent Paul Barringer's estate in connection with the Virginia Federal Litigation without his capacity to consent.

115. On April 22, 2016, only two months after Decedent Paul Barringer's February 17, 2016 court filing in the Virginia Federal Litigation, Decedent Paul Barringer was examined by Dr. Paul Long and provided a Mini Mental State Exam. On this exam, Decedent Paul Barringer scored a 1 out of 30. As a court-appointed examiner in a conservatorship action, Dr. Long opined that Decedent Paul Barringer was mentally incapacitated due to dementia from Alzheimer's disease. In that probate action for a conservatorship and guardianship filed by Plaintiff Hampton Luzak in February 2016, Defendant Merrill Light was eventually forced to

concur and acknowledge that Decedent Paul Barringer was legally mentally incapacitated, after initially contending that he did not need protection. Plaintiff Hampton Luzak commenced the emergency and permanent conservatorship action to protect her father from undue influence resulting in dissipation of his assets and to protect his long-term goals for his company, including his intention not to sell it.

116. Plaintiff Hampton Luzak is informed and believes Decedent Paul Barringer, since the spring of 2012 and for the remainder of his life, was a “vulnerable adult” as defined in S.C. Code Ann. § 43-35-10(11) of the Omnibus Adult Protection Act (the “Act”) because of the mental and physical infirmities described herein. Moreover, Plaintiff is informed and believes Barringer was subject to “exploitation” under § 43-35-10(3) of the Act by the actions of Merrill Light, Randy Light and possibly others by: (1) causing or requiring Paul Barringer to engage in activities such as the transfer of controlling shares of CFRC voting stock to Defendant Merrill Light and joining in the Virginia Litigation against Plaintiff, which activities, considering Paul Barringer’s mental condition since the spring of 2012, were improper, unlawful or against the reasonable and rational wishes of Decedent Paul Barringer; (2) an improper, unlawful, or unauthorized use of the funds, assets, property, and power of attorney of Decedent Barringer for the profit of Merrill Light by using Paul Barringer’s funds to support her litigation; and/or (3) causing Decedent Paul Barringer to purchase goods or services, such as the attorney services in the Virginia Litigation, for the profit or advantage of Defendant Merrill Light through: (i) undue influence, (ii) harassment, (iii) duress, (iv) coercion, or (v) swindling by overreaching, cheating, or defrauding Paul Barringer through cunning arts or devices that deluded Paul Barringer and caused him to lose money or other property.

117. On May 30, 2016, during the pendency of the conservatorship action, at the age of 85, Decedent Paul Barringer died from Alzheimer's disease as reported on his Death Certificate.

FOR A FIRST CAUSE OF ACTION
(Action to Set Aside Will for Lack of Mental Capacity)

118. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

119. Upon information and belief, at the time of Decedent Paul Barringer's purported execution of the alleged February 5, 2015 will, Decedent Paul Barringer was mentally incompetent and suffering from Alzheimer's disease and/or other dementia and lacked the requisite mental capacity to make a valid will.

120. Therefore, the alleged 2015 will, along with any subsequently executed codicils, is invalid and of no legal force and effect.

FOR A SECOND CAUSE OF ACTION
(Action to Set Aside Will Due to Undue Influence)

121. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

122. On information and belief, Defendant Merrill Light, with the aid and assistance of Defendant Randy Light, exercised undue influence on Decedent Paul Barringer, to wit: Decedent Paul Barringer was in a weakened mental state and susceptible to influence; Decedent Paul Barringer was subject to Defendant Merrill Light's control; Defendant Merrill Light directed Decedent Paul Barringer to Defendant Merrill Light's attorney for execution of the alleged will; Defendant Merrill Light arranged, participated in, and/or controlled estate planning meetings among Decedent Paul Barringer, Defendant Merrill Light's own estate planning attorney and Decedent Paul Barringer's insurance agent to devise an estate plan favorable to

Defendant Merrill Light; Defendant Merrill Light did not communicate truthfully with Plaintiff Hampton Luzak regarding the substance of Decedent Paul Barringer's estate plans or actions; and Defendant Merrill Light was never the sole or primary beneficiary of any previously valid will of Decedent Paul Barringer regarding CFRC stock while the alleged 2015 will purports to name Defendant Merrill Light, as trustee of Decedent Paul Barringer's Revocable Trust, as sole beneficiary.

123. Therefore, the alleged 2015 will is invalid and of no legal force and effect.

FOR A THIRD CAUSE OF ACTION
(Action to Set Aside Will Due to Mistake)

124. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

125. On information and belief, Decedent Paul Barringer would not have executed the alleged 2015 will unless he was mistaken about its contents or even that it was a will because it completely and suddenly changed his dispositive intent, as demonstrated by his prior representations about the content of his estate plan including prior valid wills, for no reason.

126. Therefore, the alleged 2015 will is invalid and of no legal force and effect.

FOR A FOURTH CAUSE OF ACTION
(Action to Set Aside Purported *Inter Vivos* Transfer for Lack of Mental Capacity)

127. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

128. Upon information and belief, at the time of Decedent Paul Barringer's purported execution of the alleged Stock Power and Assignment of Shares documents on September 11, 2012 as Trustee of the Paul B. Barringer, II Revocable Trust transferring the CFRC voting control stock from the name of Paul B. Barringer, as trustee to Merrill Light as trustee of the

Merrill Light Revocable Trust, Decedent Paul Barringer was mentally incompetent and suffering from Alzheimer's disease and/or other dementia and lacked the requisite mental capacity to make a gratuitous or partially gratuitous transfer.

129. Therefore, the alleged transfer of CFRC voting stock commenced on September 11, 2012 is invalid and of no legal force and effect.

FOR A FIFTH CAUSE OF ACTION
(Action to Set Aside Purported *Inter Vivos* Transfer due to Undue Influence)

130. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

131. During 2012 in the period leading up to and at the time of the transfer of the voting control shares in CFRC, Defendants Merrill Light and Randy Light and Decedent Paul Barringer were involved in a relationship of confidence and trust. Defendant Merrill Light claimed to be a co-trustee of Decedent Paul Barringer's Revocable Trust in which the controlling shares of CFRC voting stock were held. Defendant Merrill Light used her position as co-trustee to vote the CFRC stock to curtail and eliminate any meaningful role of Plaintiff Hampton Luzak and her husband in the management and affairs of CFRC.

132. The purported transfer of the 38,271 shares of voting stock of CFRC, which represented control of the company, for inadequate or no consideration conferred a substantial benefit to Defendant Merrill Light.

133. Defendant Merrill Light's misrepresentations to Decedent Paul Barringer, such as the selective presentation of board of director materials to Decedent Paul Barringer at a stage in life when he had no ability to recall or understand the context of the materials, caused Decedent Paul Barringer to purportedly transfer the voting control shares to Defendant Merrill Light. Further, Defendant Merrill Light directed Decedent Paul Barringer to her own estate planning

attorney that she had used for a number of years so that Defendant Merrill Light's attorney John Jolley could take over much of the estate planning work for Decedent Paul Barringer, including the purported transfer of the voting shares. In addition, Defendant Merrill Light used her positions as director and co-trustee to install her own estate planning attorney, John Jolley, as the corporate attorney for CFRC. Mr. Jolley then purportedly carried out the transfer of the voting shares to Defendant Merrill Light as Decedent Paul Barringer's attorney-in-fact for the transfer of shares. This stock transfer was hidden from Hampton Luzak by Defendants Merrill Light and Randy Light until March of 2015.

134. For many years before 2012 and until Decedent Paul Barringer's death in 2016, Defendant Merrill Light resided in Hilton Head, South Carolina in close proximity to Decedent Paul Barringer. In contrast, Plaintiff Hampton Luzak and her husband, while managing CFRC, resided in New York City and later in Jackson, Wyoming. As such, Defendant Merrill Light had ample opportunity to exert her influence over both Decedent Paul Barringer and her mother Merrill Barringer.

135. Decedent Paul Barringer prior to the summer and fall of 2012 had provided for equal distribution of CFRC stock to Plaintiff Hampton Luzak and Defendant Merrill Light. In Decedent Paul Barringer's estate plan prior to the events of 2012, Decedent Paul Barringer had treated his children equally and treated Plaintiff Hampton Luzak and Defendant Merrill Light equally in relation to CFRC. The purported transfer of voting control stock of CFRC to Defendant Merrill Light in September 2012 was an unnatural disposition of Decedent Paul Barringer's assets.

136. The purported transfer of the voting control shares of CFRC exclusively to Defendant Merrill Light on September 11, 2012 constituted a change from Decedent Paul

Barringer's prior pattern of distributing company stock. The transfer also constituted a change from prior arrangements for the ultimate disposition of the voting control shares.

137. Because of the dementia and Alzheimer's disease that Decedent Paul Barringer developed at least by 2011, and which worsened considerably by 2012, Decedent Paul Barringer was highly susceptible to the undue influence Defendant Merrill Light exerted upon him to transfer the CFRC voting shares to her revocable trust.

138. Defendant Merrill Light, with the aid and assistance of Defendant Randy Light and while in a relationship of trust and confidence with Plaintiff Hampton Luzak, exercised undue influence on Decedent Paul Barringer, to wit: Decedent Paul Barringer was in a weakened mental state and susceptible to influence; Decedent Paul Barringer was subject to Defendant Merrill Light's control; Defendant Merrill Light directed Decedent Paul Barringer to Defendant Merrill Light's attorney for execution of the stock transfer documents, including the stock certificates, and/or for Defendant Merrill Light's attorney to carry out and effect the transfer of the stock to her; Defendant Merrill Light concealed from Plaintiff Hampton Luzak the transfer of CFRC voting control stock; and Defendant Merrill Light was never the primary or sole beneficiary of the ultimate disposition of the 38,272 of CFRC voting stock owned or controlled by Decedent Paul Barringer.

139. Therefore, the alleged 2012 transfer of CFRC voting stock owned by Decedent Paul Barringer to Merrill Light is invalid and of no legal force and effect.

FOR A SIXTH CAUSE OF ACTION
(Action to Set Aside Purported *Inter Vivos* Transfer Due to Mistake)

140. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

141. On information and belief, Decedent Paul Barringer would not have executed the alleged 2012 stock transfer of CFRC voting stock unless he was mistaken about its contents or even that the shares represented voting control because it completely and suddenly changed his dispositive intent as demonstrated by his prior estate plans, for no reason, and would allow the sale of CFRC directed by Defendant Merrill Light, in contravention of his long-held intentions.

142. Therefore, the alleged 2012 transfer of CFRC voting stock by Decedent Paul Barringer is invalid and of no legal force and effect.

FOR A SEVENTH CAUSE OF ACTION
(Action to Set Aside Purported *Inter Vivos* Trust
Amendments for Lack of Mental Capacity)

143. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

144. Upon information and belief, at the time of Decedent Paul Barringer's purported execution of the alleged amendments and restatements of the Revocable Trust carried out on or about February 28, 2012, July 20, 2012, and February 5, 2015, Decedent Paul Barringer was mentally incompetent and suffering from Alzheimer's disease and/or other dementia and lacked the requisite mental capacity to make valid amendments to his Revocable Trust.

145. Therefore, the alleged amendments to the Revocable Trust are invalid and of no legal force and effect.

FOR AN EIGHTH CAUSE OF ACTION
(Action to Set Aside Purported *Inter Vivos* Trust Amendments
Due to Undue Influence)

146. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

147. On information and belief, Defendant Merrill Light, with the aid and assistance of Defendant Randy Light, exercised undue influence on Decedent Paul Barringer, to wit: Decedent Paul Barringer was in a weakened mental state and susceptible to undue influence from at least 2012 until his death in 2016; Decedent Paul Barringer was subject to Defendant Merrill Light's control; Defendant Merrill Light arranged for Decedent Paul Barringer to execute one or more trust amendments through Defendant Merrill Light's attorney; Defendant Merrill Light concealed from Plaintiff Hampton Luzak all information about any of the purported trust amendments or the substance of any estate planning meetings leading up to the amendments; and upon information and belief Defendant Merrill Light was never the sole or primary beneficiary of CFRC-related assets in any previous valid trusts or will of Decedent Paul Barringer while the alleged trust amendments in 2012 and/or 2015, upon information and belief, purported to extinguish any expectancy of Plaintiff Hampton Luzak as a beneficiary.

148. Therefore, the alleged 2012 and/or 2015 amendments to the Revocable Trust are invalid and of no legal force and effect.

FOR A NINTH CAUSE OF ACTION
(Action to Set Aside Purported *Inter Vivos*
Trust Amendments Due to Mistake)

149. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

150. On information and belief, Decedent Paul Barringer would not have executed the alleged 2012 and 2015 amendments to his Revocable Trust unless he was mistaken about the contents of the amendments or even that the amendments were to a trust because the amendments completely and suddenly changed Decedent Paul Barringer's dispositive intent as demonstrated by the terms of his prior valid will and trust, for no reason.

151. Therefore, the alleged 2012 and/or 2015 amendments to the Revocable Trust are invalid and of no legal force and effect.

FOR A TENTH CAUSE OF ACTION
(Action to Set Aside Putative Transfer of Personal Property to
***Inter Vivos* Trust and/or Merrill B. Light)**

152. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

153. At the time Decedent Paul Barringer purportedly executed documents, either directly or through his putative agent, attempting to deliver Decedent Paul Barringer's voting stock in CFRC to Decedent Paul Barringer's Revocable Trust in May of 2012, he was mentally incompetent and suffering from Alzheimer's disease and/or other dementia and lacked the requisite mental capacity to validly execute and deliver such instruments of transfer; moreover, Decedent Paul Barringer was unduly influenced and/or suffering from mistake.

154. All instruments related to the transfer of the voting shares of CFRC stock in 2012 and/or 2013 to Decedent Paul Barringer's Revocable Trust are therefore invalid and of no legal force and effect.

FOR AN ELEVENTH CAUSE OF ACTION
(Fraud as to Defendant Merrill Light,
and Aiding and Abetting the same by Defendant Randy Light)

155. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

156. Defendant Merrill Light, or someone on her behalf and under her control, made false representations to, and withheld material information from, Plaintiff Hampton Luzak and Decedent Paul Barringer such as:

(a) Defendant Merrill Light made false representations to, and withheld material information from, Decedent Paul Barringer about the content and effect of prior board of director materials presented by Kevin Luzak to the CFRC board of directors including Decedent Paul Barringer.

(b) Defendant Merrill Light failed to correct Decedent Paul Barringer shortly before a critical board vote, when he accused Kevin Luzak of throwing a book at her and kicking him out of an earlier board meeting, even though she was present at the prior board meetings and knew Decedent Paul Barringer's accusations were delusional.

(c) The false representations and vital omissions in sub-paragraphs (a) and (b) above were material as they confused Decedent Paul Barringer and induced him to purportedly transfer all of his CFRC voting stock to Defendant Merrill Light in 2012 which completely altered Decedent Paul Barringer's long time estate plans.

(d) Defendant Merrill Light, while engaged in a confidential relationship with Plaintiff Hampton Luzak and Decedent Paul Barringer by way of her serving as a CFRC director with a fiduciary duty to the company, as a purported co-trustee of Decedent Paul Barringer's Revocable Trust, and serving administratively in Paul Barringer's estate plan, failed to inform Plaintiff Hampton Luzak, a shareholder of CFRC and on information and belief a person with an expectancy under her father's estate plan, that she had purportedly acquired the voting stock of Decedent Paul Barringer. This material non-disclosure by Defendant Merrill Light occurred while said Defendant was under a duty to disclose such fact to Plaintiff Hampton Luzak.

(e) With an intent to deceive, Defendant Merrill Light, personally and through persons acting on her behalf and under her control, misrepresented to Plaintiff Hampton

Luzak, as set forth in paragraphs 31 and 78(a) above, her capacity to act on behalf of Decedent Paul Barringer by purposefully hiding from Hampton Luzak that she was purportedly a trustee or co-trustee of Paul Barringer's Revocable Trust. On information and belief, Merrill Light devised the false presentation rolled out at the August 3, 2012 special shareholder meeting in order to camouflage her position as a purported co-trustee of Decedent Paul Barringer's Revocable Trust, which was never disclosed at that meeting, and to hide her ongoing scheme to gain control over her father's voting stock. To aid in the cover up of the false presentations displayed at the August 3, 2012 special shareholders meeting, Defendants Merrill Light and Randy Light created a false set of shareholder minutes for the August 3, 2012 special shareholder meeting that stated Defendant Merrill Light voted as trustee for the Paul Barringer Revocable Trust, when in actuality she never voted as trustee or co-trustee of the Paul Barringer Revocable Trust. Hampton Luzak did not receive these minutes until April, 2015. Defendant Merrill Light also represented to Hampton Luzak, as set forth in paragraph 31 above, that she was getting involved in their father's estate planning and administration in order to give Hampton Luzak the false understanding that she would be protecting their father's long-time estate plan. Merrill Light made these misrepresentations while knowing that Paul Barringer's long-time estate plan was to treat his daughters equally with respect to CFRC stock.

157(a). Defendant Merrill Light, who in 2012 had control and influence over Decedent Paul Barringer, was knowledgeable about the falsity of the representations made to Decedent Paul Barringer regarding the prior board of directors meeting materials or either had a reckless disregard of their truth or falsity. Plaintiff Hampton Luzak is informed and believes that

Defendant Merrill Light intended for Decedent Paul Barringer to act upon Defendant Merrill Light's representations about the content and/or effect of the prior board of director materials of Kevin Luzak by inducing Decedent Paul Barringer to transfer Decedent Paul Barringer's CFRC voting stock to Defendant Merrill Light.

157(b). Defendant Merrill Light, who in 2012 and thereafter had control over information related to Decedent Paul Barringer's estate planning and other affairs, was knowledgeable about the material omissions and falsity of the representations made to Plaintiff Hampton Luzak as set forth above, including but not limited to paragraphs 156(d) and (e). Plaintiff Hampton Luzak is informed and believes that Defendant Merrill Light intended for Hampton Luzak to act upon the false representations and material omissions stated above.

158(a). Plaintiff Hampton Luzak is informed and believes that due to Decedent Paul Barringer's mental incompetency, and/or Decedent Paul Barringer's susceptibility to undue influence due to his weakened mental state, Decedent Paul Barringer was ignorant of the falsity of Defendant Merrill Light's representations. Because of Decedent Paul Barringer's Alzheimer's disease and/or dementia, Decedent Paul Barringer rightfully relied on the substance of Defendant Merrill Light's representations.

158(b). Due to Defendant Merrill Light's secrecy towards Plaintiff Hampton Luzak in handling Decedent Paul Barringer's estate planning and financial affairs, Hampton Luzak was ignorant of the falsity of Defendant Merrill Light's representations and the existence of the material omissions. Because of Merrill Light's untruthfulness, deceptiveness and secrecy unknown to Plaintiff Hampton Luzak at the time, Hampton Luzak rightfully relied on the substance of Defendant Merrill Light's representations.

159. Plaintiff Hampton Luzak and Decedent Paul Barringer were proximately injured by Defendant Merrill Light's representations that prevented Decedent Paul Barringer from exercising his own judgment and free choice to dispose of his property as he desired.

160. Defendant Merrill Light's actions constitute fraud, and all instruments of transfer to Defendant Merrill Light individually and/or as trustee of her own revocable trust are therefore invalid and of no legal force and effect; the alleged 2015 will is therefore invalid and of no legal force and effect; the amendments to Decedent Paul Barringer's Revocable Trust in 2012 and 2015 are therefore invalid and of no legal force and effect; and any transfer caused by Defendant Merrill Light from Decedent Paul Barringer or his estate to Defendant Merrill Light and/or others is therefore invalid and of no legal force and effect. On information and belief, Defendant Merrill Light's fraudulent conduct was carried out with the knowing and material participation, assistance and encouragement of Defendant Randy Light who aided and abetted Defendant Merrill Light's tortious acts. Defendants Merrill Light and Randy Light should be assessed with actual damages, punitive damages, costs and attorney fees.

FOR A TWELFTH CAUSE OF ACTION
(Conversion as to Defendant Merrill Light, and Aiding and Abetting
the same by Defendant Randy Light)

161. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

162. Defendant Merrill Light has wrongfully taken property from Decedent Paul Barringer and converted it to her own use, all to the damage of Decedent Paul Barringer and Plaintiff Hampton Luzak, who was an intended beneficiary of that property. On information and belief, Defendant Merrill Light's conversion was carried out with the knowing and material

participation, assistance and encouragement of Defendant Randy Light who aided and abetted Defendant Merrill Light's tortious acts.

163. Plaintiff Hampton Luzak and the Estate are entitled to an award of actual and punitive damages as a result of said conversion by Defendant Merrill Light.

FOR A THIRTEENTH CAUSE OF ACTION
(Quantum Meruit/Unjust Enrichment as to Defendant Merrill Light)

164. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

165. Plaintiff Hampton Luzak will show that Defendant Merrill Light has realized a non-gratuitous benefit by her appropriation of Decedent Paul Barringer's assets and Hampton Luzak's interests and expectancy and that it is inequitable for Defendant Merrill Light to retain such assets without fully paying for their value.

166. By virtue of Defendant Merrill Light's conduct, Defendant Merrill Light has been unjustly enriched to the detriment of Decedent Paul Barringer and Plaintiff Hampton Luzak.

167. As a result of Defendant Merrill Light's unjust enrichment, a constructive trust should be imposed on any and all property interests distributed from Decedent Paul Barringer or his estate to Defendant Merrill Light and/or others, including but not limited to the 38,272 shares of CFRC voting stock.

FOR A FOURTEENTH CAUSE OF ACTION
(Constructive Trust as to Defendant Merrill Light)

168. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

169. A constructive trust should be imposed on Defendant Merrill Light and/or others for all misappropriated property and any benefit therefrom, including but not limited to the

38,272 shares of CFRC voting stock and any dividends or other proceeds received by her and/or others since the date of the purported transfer to Defendant Merrill Light.

FOR A FIFTEENTH CAUSE OF ACTION
(Resulting Trust as to Defendant Merrill Light)

170. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

171. A resulting trust should be imposed on Defendant Merrill Light and/or others for all misappropriated property and any benefit therefrom, including but not limited to the 38,272 shares of CFRC voting stock and any dividends or other proceeds therefrom.

FOR A SIXTEENTH CAUSE OF ACTION
**(Breach of Fiduciary Duty, Self-Dealing, Conflict of Interest as to Defendant Merrill Light;
and Aiding and Abetting the same by Defendant Randy Light)**

172. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

173. On or before July 20, 2012 (the date of the last amendment to Decedent Paul Barringer's Revocable Trust prior to the August 3, 2012 shareholder meeting), Defendant Merrill Light was purportedly a co-trustee of Decedent Paul Barringer's Revocable Trust. Therefore, she owed a fiduciary duty as a co-trustee.

174. On or about May 11, 2012, Decedent Paul Barringer allegedly transferred all of his shares of CFRC stock into his name as trustee of his Revocable Trust. As a result, it became the duty of all trustees who served thereafter to manage the 38,272 shares of CFRC voting stock, held in Decedent Paul Barringer's name as trustee, in the best interest of the Revocable Trust, its settlor and beneficiaries.

175. While ostensibly serving as co-trustee of Decedent Paul Barringer's Revocable Trust, Defendant Merrill Light caused Decedent Paul Barringer to purportedly transfer all of the

trust voting shares in CFRC to Defendant Merrill Light either individually or as trustee of her own revocable trust. Defendant Merrill Light was able to cause Decedent Paul Barringer to make such a transfer because of his lack of mental capacity, Defendant Merrill Light's undue influence asserted upon Decedent Paul Barringer, or through Decedent Paul Barringer's mistake.

176. In doing so, Defendant Merrill Light effected a purported transfer of assets to the detriment of the Revocable Trust and its beneficiaries and to the sole benefit of Defendant Merrill Light.

177. Defendant Merrill Light as a trustee failed to inform all trust beneficiaries of this significant and material transfer of trust assets to herself. She also failed to inform Plaintiff Hampton Luzak of this significant and material transfer of trust assets to herself, after Merrill Light had induced Hampton Luzak to repose special trust and confidence in her to help their father carry out his estate plan, which had always included treating his daughters equally regarding CFRC stock.

178. The actions described in this Complaint constitute a breach of fiduciary duties and confidential relationship that Defendant Merrill Light owed Decedent Paul Barringer and the beneficiaries of his Revocable Trust, which Plaintiff Hampton Luzak is informed and believes include herself. Defendant Merrill Light's actions constitute a breach of fiduciary duty, including but not limited to conflict of interest and self-dealing. On information and belief, Defendant Merrill Light's breach of fiduciary duty and confidential relationship was carried out with the knowing and material participation, assistance and encouragement of Defendant Randy Light who aided and abetted Defendant Merrill Light's tortious acts. Plaintiff Hampton Luzak and the Estate are therefore entitled to compensatory damages (with prejudgment interest) and punitive damages from Defendant Merrill Light for her breach of fiduciary duties, and from

Defendant Randy Light for aiding and abetting the same, in an amount to be determined by the trier of fact.

FOR A SEVENTEENTH CAUSE OF ACTION
(Intentional Interference with Inheritance and Gifts as to Defendant Merrill Light and Aiding and Abetting the same as to Defendant Randy Light)

179. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

180. Plaintiff Hampton Luzak had an expectancy under the estate plan of Decedent Paul Barringer – i.e., to inherit half of Decedent Paul Barringer's stock in CFRC, including his voting shares, and possibly other assets. On information and belief, Defendant Randy Light intentionally interfered with that expectancy through his tortious conduct that included ousting Kevin Luzak as an officer and employee of CFRC, procuring the belated gift tax return of Decedent Paul Barringer in order to give the ostensible voting stock transfer a false appearance of legitimacy, and knowingly and willingly aiding, abetting, encouraging and/or materially participating in the purported transfer of Decedent Paul Barringer's voting stock to Defendant Merrill Light as trustee of her revocable trust.

181. On information and belief, Defendants Merrill Light and Randy Light knew of Plaintiff Hampton Luzak's expectancy under Decedent Paul Barringer's estate plan. Defendant Merrill Light directed her own attorney to take over the estate planning duties for Decedent Paul Barringer. Defendant Merrill Light also attended estate planning meetings among Decedent Paul Barringer, Defendant Merrill Light's attorney, and Decedent Paul Barringer's insurance agent, Robert Slane. Defendant Merrill Light intentionally interfered with Plaintiff Hampton Luzak's expectancy through her tortious conduct that included using her fiduciary relationship as co-trustee of Decedent Paul Barringer's Revocable Trust that held Decedent Paul Barringer's CFRC

voting stock and withholding critical information about Decedent Paul Barringer's mental health from the board of directors. Defendant Merrill Light also used her position as co-trustee to vote Decedent Paul Barringer's shares to oust Kevin Luzak as a director and replace him with her husband, Randy Light. She also used her close proximity to Decedent Paul Barringer to instruct him to change his votes on ousting Kevin Luzak as a director and to encourage and unduly influence Decedent Paul Barringer to harbor disdain for Kevin Luzak. This poisoning of Decedent Paul Barringer's opinion of Kevin Luzak was part of Defendant Merrill Light's actions to unduly influence Decedent Paul Barringer to transfer the voting shares and control of CFRC away from Plaintiff Hampton Luzak and her husband Kevin Luzak and to tortiously interfere with Plaintiff Hampton Luzak's expectancy.

182. After Kevin Luzak was fired on June 28, 2012, Plaintiff Hampton Luzak, despite her wishes to the contrary, had virtually no contact with Decedent Paul Barringer or her mother. In contrast Defendant Merrill Light was in close proximity to Decedent Paul Barringer and was able to influence him while he was in a vulnerable mental condition.

183. To carry out and cover up her actions and plans to eliminate the Luzaks' management role in the company, Defendant Merrill Light used both her shares and her position as co-trustee of Decedent Paul Barringer's Revocable Trust to appoint her husband Defendant Randy Light and Travis Bryant, whom independent director Hagler referred to as a puppet, as directors.

184. But for Defendant Merrill Light's intentional interference with Plaintiff Hampton Luzak's expected inheritance or trust distributions, and/or gifts, Plaintiff Hampton Luzak would have received at least an equal share of Decedent Paul Barringer's CFRC voting stock, as well as other possible assets of Decedent Paul Barringer's estate. On information and belief, Defendant

Merrill Light's intentional interference was carried out with the knowing and material participation, assistance and encouragement of Defendant Randy Light who aided and abetted Defendant Merrill Light's tortious acts. Consequently, Plaintiff Hampton Luzak has been damaged by Defendants Randy Light and Merrill Light's tortious conduct in that she has been denied her inheritance and gifts from Decedent Paul Barringer's estate plan, to which she was entitled.

185. But for Defendant Merrill Light's tortious interference, aided and abetted by Defendant Randy Light, with the gifts Decedent Paul Barringer planned and designated for Plaintiff Hampton Luzak, Plaintiff Hampton Luzak would have received such gifts from Decedent Paul Barringer upon his death, including half of Decedent Paul Barringer's CFRC voting stock that was transferred to Defendant Merrill Light through Defendant Merrill Light's actions during Decedent Paul Barringer's lifetime. Consequently, Plaintiff Hampton Luzak has been damaged by Defendants Randy Light and Merrill Light's tortious conduct in that she has been denied the gifts Decedent Paul Barringer established for Plaintiff Hampton Luzak, to which she was entitled.

186. As a result of Defendant Merrill Light's intentional interference, aided and abetted by Defendant Randy Light, with Plaintiff Hampton Luzak's inheritance and gifts, Plaintiff Hampton Luzak is entitled to a judgment against Defendants Merrill Light and Randy Light imposing a constructive trust on any and all property interests distributed from Decedent Paul Barringer and/or Decedent Paul Barringer's estate and from Decedent Paul Barringer's non-probate assets such as his Revocable Trust, plus actual damages, punitive damages, and attorney fees.

FOR AN EIGHTEENTH CAUSE OF ACTION
(Attorney Fees and Costs)

187. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

188. Because of the actions of Defendants Merrill Light and Randy Light, Plaintiff Hampton Luzak has been forced to obtain the services of an attorney and others to respond to the actions of Defendants Merrill Light and Randy Light.

189. Consequently, Plaintiff Hampton Luzak is entitled to an order from this Court commanding Defendants Merrill Light and Randy Light to pay for the costs and attorney fees she has incurred, and the Estate of Paul Barringer has incurred, due to the actions of Defendants Merrill Light and Randy Light.

FOR A NINETEENTH CAUSE OF ACTION
(Civil Conspiracy as to Defendants Merrill Light and Randy Light)

190. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

191. Defendants Merrill Light and Randy Light, and upon information and belief Robert Slane and various agents or representatives of CFRC, including but not limited to Travis Bryant, conspired among themselves for the purpose of injuring Plaintiff Hampton Luzak.

192. As a direct and proximate result of the actions and conduct of Defendants Merrill Light and Randy Light as well as their co-conspirators, Plaintiff Hampton Luzak, directly or indirectly, suffered special damages as set forth herein, including, but not limited to, the loss of the expected inheritance and gifts from Decedent Paul Barringer as desired by Decedent Paul Barringer as well as the potential loss of CFRC or parts thereof as a family business. Plaintiff Hampton Luzak would show that as a result of Defendant Merrill Light's control of CFRC,

CFRC has made plans to sell, and has sold, integral portions of the business. Plaintiff Hampton Luzak received a letter to stockholders from Travis Bryant dated July 14, 2016 informing her that CFRC had sold three of its manufacturing facilities in a transaction that closed on June 24, 2016. Selling lumber-related portions of CFRC was antithetical to the wishes and desires of Decedent Paul Barringer and not in the best interests of the Barringer family. Because of the actions of Defendants Merrill Light and Randy Light, with the aid of their co-conspirators, in seizing the controlling CFRC voting stock, Plaintiff Hampton Luzak will be unable to continue participating in the Barringer family business and will be unable to enjoy the lifetime benefits of having one's own business for her family, including her husband and son, to work in.

193. Plaintiff Hampton Luzak is informed and believes she is entitled to recover compensation from Defendants Merrill Light and Randy Light for her actual damages and losses, and she is entitled to recover punitive damages in an amount to be determined by a jury.

WHEREFORE, Plaintiff Hampton Luzak prays that she be granted judgment for the first through nineteenth causes of action, including but not limited to, the following:

- A. For an order setting aside the alleged Will dated February 5, 2015 previously admitted to probate;
- B. For the Court to set aside the appointment of Merrill U. Barringer as Personal Representative due to the invalidity of the Will, and, pursuant to S.C. Code Ann. § 62-3-414, cause the Personal Representative to refrain from exercising any power of administration except as necessary to preserve the estate;
- C. For an order setting aside the alleged amendments to the Revocable Trust purportedly signed by Decedent Paul Barringer on February 28, 2012, July 20, 2012, and February 5, 2015;

- D. For an order declaring the transfer of CFRC voting stock on September 11, 2012 to Merrill Light, individually and/or as trustee, invalid and of no legal effect thereby setting aside the transfer of such property to Defendant Merrill Light's trust;
- E. For an order declaring the May 11, 2012 transfer to the Paul B. Barringer, II Revocable Trust of CFRC voting stock invalid and of no legal effect;
- F. For actual and punitive damages, costs and attorney fees against Defendant Merrill Light for fraud, conversion, breach of fiduciary duty, and intentional interference with Plaintiff Hampton Luzak's inheritance and gifts, and civil conspiracy;
- G. For actual and punitive damages, costs and attorney fees against Defendant Randy Light for aiding and abetting Defendant Merrill Light's fraud, conversion, breach of fiduciary duty, intentional interference with Plaintiff Hampton Luzak's inheritance and gifts, and civil conspiracy;
- H. For a constructive trust to be imposed on Defendant Merrill Light's shares of CFRC voting stock purportedly transferred to her on September 11, 2012, whether titled in her name individually, as trustee of the Merrill B. Light Revocable Trust or otherwise, and any dividends or proceeds therefrom;
- I. For a resulting trust to be imposed on Defendant Merrill Light, individually and/or as trustee of the Merrill B. Light Revocable Trust, and/or others for all shares of CFRC voting stock purportedly transferred by Decedent Paul Barringer to Defendant Merrill Light, individually or as trustee, and any dividends or other proceeds therefrom;

- J. For prejudgment interest;
- K. For attorney fees and costs; and
- L. For such other relief as the Court deems just and proper.

PLAINTIFF DEMANDS TRIAL BY JURY.

Respectfully submitted,

THE GILREATH LAW FIRM, P.A.

By: William M. Hogan
James R. Gilreath (S.C. Bar # 2133)
William M. Hogan (S.C. Bar # 65272)
110 Lavinia Avenue (29601)
P. O. Box 2147
Greenville, South Carolina 29202
Phone: (864) 242-4727
Fax: (864) 232-4395
jim@gilreathlaw.com
bhogan@gilreathlaw.com

and

S. Alan Medlin (S.C. Bar No. 3924)
1713 Phelps Street
Columbia, SC 29205
Telephone: (803) 777-7465
Fax: (803) 777-7465
amedlin@sc.rr.com

and

Charles B. Macloskie (S.C. Bar No. 3514)
MACLOSKIE LAW FIRM
P.O. Box 280
1506 Prince Street
Beaufort, SC 29901
Telephone: (843) 524-0909
Fax: (843) 521-1379
macloskielawfirm@hargray.com

**ATTORNEYS FOR PLAINTIFF
HAMPTON B. LUZAK**

November 22, 2016
Greenville, South Carolina.

Begin forwarded message:

From: "Jolley, John" <JJolley@MCNAIR.NET>
Subject: FW: CFRC - Shareholders Meeting Scheduled for July 16, 2012
Date: July 13, 2012 at 9:50:53 AM EDT
To: "'MHagler@fulcherlaw.com'" <MHagler@fulcherlaw.com>,
"'kluzak@archerholdings.com'" <kluzak@archerholdings.com>,
"'hamptonluzak@me.com'" <hamptonluzak@me.com>
Cc: "'BHerring@poynerspruill.com'" <BHerring@poynerspruill.com>

Attached please see the email sent to Travis Bryant this morning.

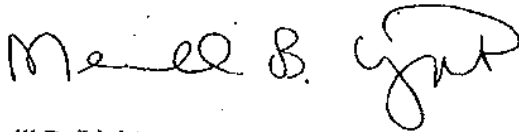
John

July 12, 2012

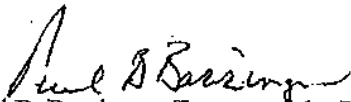
Coastal Forest Resources Company
P.O. Box 1128
Havana, FL 32333
Attention: Corporate Secretary

We hereby withdraw our June 28, 2012 demand for a special meeting of the shareholders of Coastal Forest Resources Company and will not attend the telephonic meeting of shareholders scheduled for July 16, 2012. As a result, the meeting will not have a quorum and cannot be held. We request that the corporation immediately notify the other shareholders that the July 16, 2012 meeting will not be held.

Sincerely,



Merrill B. Light



Paul B. Barringer, Trustee of the Paul B. Barringer Revocable
Trust u/a dated 12/4/98

Cc: Bradley J. Herring

ROA 000536

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Hampton B. Luzak,

Plaintiff,

vs.

Merrill B. Light, Merrill U. Barringer,
as Personal Representative of the Estate of
Paul Brandon Barringer, II, J. Randolph Light,
Jr., Merrill B. Light as putative trustee of the
Paul B. Barringer, II Revocable Trust dated
December 4, 1998, and Merrill B. Light as
Trustee of the Merrill Barringer Light
Revocable Trust,

Defendants.

IN THE MATTER OF:

Estate of Paul Brandon Barringer, II

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

C/A Case No.: 2016-CP-07-1919

**PLAINTIFF'S RESPONSIVE MEMORANDUM IN
OPPOSITION TO DEFENDANTS' MOTION TO DISMISS
AMENDED COMPLAINT**

ROA 000536

TABLE OF CONTENTS

	<u>Page</u>
STANDARD OF REVIEW	1
I. None of Plaintiff's causes of action are barred by the statute of limitations or laches and are all timely filed.	2
A. Factual Background	5
B. Case Background	8
C. Defendants covered-up from Plaintiff Hampton Luzak the stock transfer of CFRC stock to Merrill Light	10
D. Plaintiff's equitable claims are not barred by laches since she had no knowledge of Defendants' wrongful actionable conduct until 2015.	20
E. Plaintiff's claims regarding amendments of, and transfers to, the Paul Barringer Revocable Trust are timely under the statute of limitations and laches.	21
F. Equitable Estoppel and Fraudulent Concealment Prevent Running of the Statute of Limitations and Laches.	26
1. Principles of equitable estoppel apply to toll Plaintiff's claims.	26
2. Principles of fraudulent concealment apply to toll Plaintiff's claims.	27
3. Principles of equitable tolling apply to toll Plaintiff's claims	28
G. South Carolina Law Delayed Plaintiff's Right to Pursue Claims Against Revocable Trust Until Paul Barringer's Death in 2016.	29
II. None of Plaintiff's causes of action are barred by res judicata or any other claim or issue preclusion doctrine; therefore, all Plaintiff's causes of action are valid claims of first impression.	29
A. Plaintiff did not have standing to bring the Stock Transfer causes of action nor could the court determine capacity.	30
B. The current South Carolina action is based on different causes of action from the Virginia federal litigation and therefore res judicata is not applicable	37

ROA 000538

III.	All the stock transfer causes of action state valid claims under Rule 12, SCRCF.	43
A.	Eleventh Cause of Action for fraud is properly alleged	43
B.	Plaintiff alleges that her expectancy interest in receiving the CFRC stock was converted by Merrill Light to herself.	44
C.	Plaintiff properly stated a cause of action for unjust enrichment in her Thirteenth cause of action for quantum meruit/unjust enrichment.....	44
D.	The South Carolina Supreme Court has effectively indicated a willingness to recognize intentional interference with an expected inheritance and gift.	45
E.	South Carolina recognizes aiding and abetting tortious conduct such as conversion.	47
F.	Aiding and abetting fraud.	48
G.	Civil conspiracy properly alleged.	49
H.	Plaintiff is entitled to plead causes of action for constructive and resulting trusts.	50
I.	Causes of action for aiding and abetting against Randy Light are properly alleged	51
IV.	Challenges to the 2012 Paul B. Barringer Revocable Trust Amendments are timely and properly stated.....	52
V.	Attorney fees are allowed under the South Carolina Probate and Trust Codes.....	53
CONCLUSION		53

ROA 000538

ROA 000539

Plaintiff, Hampton B. Luzak (“Plaintiff”), submits this Memorandum in opposition to Defendants’ Motion to Dismiss Plaintiff’s Amended Complaint against Defendants Merrill B. Light, Merrill U. Barringer, as Personal Representative of the Estate of Paul Brandon Barringer, II, J. Randolph Light, Jr., Merrill B. Light as putative trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998, and Merrill B. Light as Trustee of the Merrill Barringer Light Revocable Trust (collectively “Defendants”). Defendants have moved to have counts four through nineteen of Plaintiff’s nineteen-count Amended Complaint dismissed. None of the grounds asserted by Defendants merit dismissal of any of Plaintiff’s causes of action. The Plaintiff has timely filed this action under the applicable South Carolina statute of limitation §15-3-530(5) and the discovery rule. The Defendants’ assertion of res judicata is not applicable to Plaintiff’s claims in this case. Further, all of Plaintiff’s causes of action properly state a claim for relief and are not subject to dismissal under Rule 12(b)(6), SCRPC.

STANDARD OF REVIEW

Defendants’ Motion to Dismiss and their supporting Memorandum do not state under what specific subsection of Rule 12, SCRPC, they are moving for dismissal. Plaintiff hereby assumes that the motion has been made pursuant to Rule 12(b)(6) since all other parts of Rule 12 are inapplicable.

Generally in a Rule 12(b)(6) motion, only the four corners of the pleading are examined. State Board of Medical Examiners v. Fenwick Hall, Inc., 300 S.C. 274, 387 S.E.2d 458 (1990). Rule 10(c), SCRPC, provides that a copy of a document or other paper which is an exhibit to a pleading is a part thereof for all purposes if a copy of a document is attached to such pleading. Brazell v. Windsor, 384 S.C. 512, 682 S.E.2d 824 (2009).

ROA 000539

ROA 000540

All well-pleaded allegations of fact are taken as true in a motion to dismiss under Rule 12(b)(6). Carolina Winds Owners' Association v. Joe Harden Builder, Inc., 297 S.C. 74, 374 S.E.2d 897 (Ct. App. 1988). The complaint is construed in the light most favorable to the non-moving party which in this case is the Plaintiff. See Woodell, Allen v. Marion School District One, 307 S.C. 297, 414 S.E.2d 794 (Ct. App. 1992). The motion must be denied if the facts and inferences reasonably deducible from them show that the plaintiff could prevail on any theory of the case. Overcash v. South Carolina Electric and Gas, Co., 634 S.C. 569, 614 S.E.2d 619 (2005). When the allegations of the complaint give rise to competing inferences on a material issue, the motion is to be denied. Camp v. Springs Mortgage Corp., 310 S.C. 514, 426 S.E.2d 304 (1993). While a motion to dismiss may be granted where a question of first impression before the court is one of simple statutory construction, generally a novel issue should not be decided pursuant to a Rule 12(b)(6) motion. See Garner v. Morrison Knudsen Corp., 318 S.C. 223, 456 S.E.2d 907 (1995); see also, Flannigan, South Carolina Civil Procedure (3rd ed. 2010); cf. Kubic v. MERSCORP Holdings, Inc., 416 S.C.161, 168, 785 S.E.2d 595, 598 (2016).

I. None of Plaintiff's causes of action are barred by the statute of limitations or laches and are all timely filed.

Plaintiff alleges facts that would not bar her under the statute of limitations discovery rule or laches. Moreover, she alleges facts --- showing a seamless web of deception and scheme by Defendants to hide the relevant facts from her until she nevertheless discovered those facts in 2015 --- that further establish fraudulent concealment and grounds for equitable tolling and estoppel.

Plaintiff has alleged nineteen causes of action in this case as follows:

One – Action to Set Aside Will for Lack of Mental Capacity;

Two – Action to Set Aside Will Due to Undue Influence;

Three – Action to Set Aside Will Due to Mistake;

ROA 000540

ROA 000541

- Four – Action to Set Aside Purported *Inter Vivos* Transfer for Lack of Mental Capacity;
- Five – Action to Set Aside Purported *Inter Vivos* Transfer due to Undue Influence;
- Six – Action to Set Aside Purported *Inter Vivos* Transfer Due to Mistake;
- Seven – Action to Set Aside Purported *Inter Vivos* Trust Amendments for Lack of Mental Capacity;
- Eight – Action to Set Aside Purported *Inter Vivos* Trust Amendments Due to Undue Influence;
- Nine – Action to Set Aside Purported *Inter Vivos* Trust Amendments Due to Mistake;
- Ten – Action to Set Aside Putative Transfer of Personal Property to *Inter Vivos* Trust and/or Merrill B. Light;
- Eleven – Fraud as to Defendant Merrill Light, and Aiding and Abetting the same by Defendant Randy Light;
- Twelve – Conversion as to Defendant Merrill Light, and Aiding and Abetting the same by Defendant Randy Light;
- Thirteen – Quantum Meruit/Unjust Enrichment as to Defendant Merrill Light;
- Fourteen – Constructive Trust as to Defendant Merrill Light;
- Fifteen – Resulting Trust as to Defendant Merrill Light;
- Sixteen – Breach of Fiduciary Duty, Self-Dealing, Conflict of Interest as to Defendant Merrill Light; and Aiding and Abetting the same by Defendant Randy Light;
- Seventeen – Intentional Interference with Inheritance and Gifts as to Defendant Merrill Light and Aiding and Abetting the same as to Defendant Randy Light;
- Eighteen – Attorney Fees and Costs; and
- Nineteen – Civil Conspiracy as to Defendants Merrill Light and Randy Light.

Defendants moved to set aside eleven causes of action based directly on Merrill Light's wrongful transfer of the 38,271 shares of Coastal Forest Resources Company, Inc. ("CFRC") voting stock, from Paul B. Barringer's Revocable Trust in May 2012 to Merrill Light's Revocable Trust on September 11, 2012, on the grounds of statute of limitations, laches and res judicata.¹

¹ Specifically the Defendants moved to set aside, on the grounds of statute of limitations/laches, res judicata and Rule 12(b)(6), the **Fourth**, **Fifth** and **Sixth** Causes of Action related to the *inter vivos* transfer of Paul Barringer's CFRC voting stock to the Merrill B. Light Revocable Trust on September 11, 2012; the **Tenth** Cause of Action related to the May 2012 transfer of Paul Barringer's CFRC voting stock

ROA 000541

ROA 000542

In paragraph 84 of the Amended Complaint, Plaintiff alleges:

On September 11, 2012 essentially all of Decedent Paul Barringer's voting shares were purportedly transferred from Decedent Paul Barringer's Revocable Trust to Defendant Merrill Light as trustee of her own Revocable Trust.

Am. Compl., ¶ 84.

This transfer occurred while Paul B. Barringer, the father of Plaintiff and Defendant Merrill Barringer Light, was under the undue influence of Merrill Light and was mentally incapacitated due to Alzheimer's Disease. (*e.g.*, Am. Compl., ¶¶ 85, 88, 128 and 137-38).

Critical to the statute of limitations issue, Plaintiff's Amended Complaint provides:

Defendants Merrill Light and Randy Light concealed from Plaintiff Hampton Luzak for two and a half years the transfer of voting control of CFRC effected through the purported transfer of 38,271 shares of voting stock of CFRC from Decedent Paul Barringer's Revocable Trust to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust.

Am. Compl., ¶ 84.

The Defendants Merrill Light and her husband, J. Randolph Light ("Randy Light"), hid this transfer from Plaintiff until in 2015 Plaintiff forced Defendants to produce the stock register of CFRC pursuant to a statutorily-authorized corporate records request (pursuant to Va. Code § 13.1-771) in an unrelated matter. Plaintiff's Amended Complaint succinctly describes the initial disclosure on March 13, 2015 of the September 11, 2012 transfer to Defendant Merrill Light of the CFRC voting stock, formerly held by Plaintiff's father Paul Barringer, as follows:

ultimately to the Paul B. Barringer Revocable Trust; the **Eleventh** cause of Action for fraud and aiding and abetting fraud; the **Twelfth** Cause of Action for conversion and aiding and abetting conversion; the **Thirteenth** Cause of Action for quantum meruit/unjust enrichment; the **Fourteenth** Cause of Action for constructive trust; the **Fifteenth** Cause of Action for resulting trust; the **Sixteenth** Cause of Action for breach of fiduciary duty and aiding and abetting breach of fiduciary duty; and the **Nineteenth** Cause of Action for civil conspiracy. Defendants have collectively referred to these causes of action as the "Stock Transfer Causes of Action". Defs' Mem. at 7, n.1. Defendants did not include the Seventeenth Cause of Action for Intentional Interference with Inheritance and Gifts in the "Stock Transfer Causes of Action" but only moved to have it dismissed pursuant to Rule 12(b)(6) for failure to state a claim; therefore, dismissal of the Cause of Action for Intentional Interference with Inheritance on the grounds of the statute of limitations, laches or res judicata is not before this Court.

ROA 000542

ROA 000543

By response dated March 13, 2015, CFRC finally submitted a response that included the CFRC stock register showing the stock ownership transactions of the company.

* * * * *

The stock register, provided to Plaintiff Hampton Luzak for the first time on or about March 13, 2015, contained an entry stating that 38,271 shares of voting stock previously held by Decedent Paul Barringer as trustee of the Paul B. Barringer Revocable Trust under agreement dated December 4, 1998 had been transferred on September 11, 2012 to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust... The production of the stock register on March 13, 2015 was the first time anyone disclosed to Plaintiff Hampton Luzak that Decedent Paul Barringer's voting-control shares of CFRC had been transferred to Defendant Merrill Light.

Am. Compl., ¶¶ 101-102.

The Amended Complaint and its exhibits are replete with descriptions of the actions of Defendants Merrill Light and Randy Light in concealing the transfer of the CFRC voting stock from Decedent Paul Barringer's revocable trust to Merrill Light's revocable trust on or about September 11, 2012 (see *e.g.*, Am. Compl. ¶¶ 84-86, 90, 101, 102, 133, 138 and 156(d) and discussion thereof below). Since Plaintiff filed her action on August 26, 2016, she has thus filed her Complaint approximately one year and five months after discovery of the transfer of the CFRC voting control stock first discovered on March 13, 2015. Since the applicable statute of limitations under S.C. Code Ann. § 15-3-530(5) is three years, Plaintiff is easily within the statute of limitations.

A. Factual Background

Since for purposes of a Motion to Dismiss all allegations of the Complaint are deemed admitted, the facts relevant to the statute of limitations are as follows. Plaintiff Hampton Luzak and Defendant Merrill Light are sisters and are the daughters of Decedent Paul Barringer. (Am. Compl. ¶ 1(a) & (b)). Prior to September 11, 2012, both Hampton Luzak and Merrill Light owned approximately 31% of the voting shares of CFRC. Decedent Paul Barringer owned the

ROA 000543

ROA 000544

remaining 20%. (Am. Compl. ¶ 20). In February of 2012, Merrill Light, without the knowledge of Plaintiff, purportedly became a co-trustee of the Paul Barringer Revocable Trust. (See Ex. 1, Dkt. # 376-3, Second Am. Objections and Resps. of Def. Merrill B. Light to Pl. Hampton B. Luzak's First Set of Interrogs. at 6, No. 5; see also Am. Compl. ¶¶ 74(b) & 78(a)). By early May of 2012, Decedent Paul Barringer had developed dementia from Alzheimer's disease and had become mentally incapacitated. (Am. Compl. ¶¶ 47 & 153). At that time and at all relevant times thereafter, Paul Barringer resided on Hilton Head Island near Defendants Merrill Light and Randy Light and was subject to their undue influence. (Am. Compl. ¶ 134). On May 11, 2012, Decedent Paul Barringer transferred his 20% of the voting stock of CFRC to his Revocable Trust while Merrill Light was serving as co-trustee. (Am. Compl. ¶¶ 49-51). Hampton Luzak, a remainder beneficiary of Decedent Paul Barringer's Revocable Trust, was not informed that Merrill Light had become a co-trustee and such information was actively hidden from Plaintiff Hampton Luzak. (*e.g.*, Am. Compl. ¶¶ 51, 74(b), 75 & 78(a)). On June 28, 2012, Hampton Luzak's husband, Kevin Luzak, was fired as chief executive officer of CFRC in a board of directors meeting spearheaded by Defendant Merrill Light. (Am. Compl. ¶¶ 64-68). Decedent Paul Barringer, while under Merrill Light's undue influence and mentally incapacitated, voted in favor of Kevin Luzak's removal as did Defendant Merrill Light. (*Id.*) The termination of Kevin Luzak did not affect the shareholder voting rights of Plaintiff. (Am. Compl. ¶84).

On August 3, 2012, a special shareholder's meeting was called pursuant to the request of Defendant Merrill Light. At that shareholder's meeting, Merrill Light, under the guise of a power of attorney from Decedent Paul Barringer,² and without disclosing that she was acting as co-trustee, used the combined 51% voting interest of her and Paul Barringer's voting stock to

² As Plaintiff understood it at the time.

ROA 000544

ROA 000545

remove Kevin Luzak as a director and replace him with Merrill Light's husband, Randy Light. No one, including Merrill Light, ever informed Hampton Luzak during this meeting that Merrill Light was a co-trustee of the Paul B. Barringer Revocable Trust. (Am. Compl. ¶ 78(a)). The removal of Kevin Luzak from the board of directors did not affect the voting power of Hampton Luzak's stock nor did it affect the ownership of Paul Barringer's voting stock. (Am. Compl. ¶ 84).

Ultimately on September 11, 2012, Paul Barringer while mentally incapacitated and under the undue influence of Merrill Light purportedly transferred his 20% of the voting stock to CFRC from his Revocable Trust to Merrill Light's revocable trust thereby purportedly giving her control of CFRC. Defendants fraudulently concealed this transfer from Hampton Luzak for two and a half years until March 13, 2015. (Am. Compl. ¶¶ 84-86 & 101-102).

In December 2014, Hampton Luzak noticed in CFRC corporate financial statements that CFRC's new CEO Travis Bryant had been granted stock and options to CFRC stock on terms highly favorable to Travis Bryant. The stock grants to Travis Bryant were unrelated to the ownership and disposition of Paul Barringer's stock in CFRC. On January 21, 2015, Hampton Luzak made a statutory request to CFRC for various corporate records related to stock ownership of CFRC because of the stock issuance to Travis Bryant. (Am. Compl., ¶¶ 95 & 99). On or about February 15, 2015, CFRC sent its first response to Plaintiff's statutorily authorized information request. Due to the severe deficiencies and omissions in CFRC's response to Plaintiff Hampton Luzak's record request, Plaintiff Hampton Luzak's attorney submitted a second demand for records to CFRC. At this time, CFRC was controlled by Defendant Merrill Light. (Am. Compl. ¶¶ 86 & 101). On March 3, 2015, CFRC responded to Plaintiff Hampton Luzak's second demand for records but again omitted key documents including the stock register

ROA 000545

ROA 000546

showing stock ownership of CFRC. On March 6, 2015, Plaintiff Hampton Luzak's attorney made a third request to CFRC for company records. By response dated March 13, 2015, CFRC finally submitted a response that included the CFRC stock register showing the stock ownership transactions of the company. This belated and begrudging production of the CFRC stock register showing the stock register transactions of the company was the first release of information to Plaintiff Hampton Luzak indicating that the voting control stock of CFRC previously owned by Decedent Paul Barringer had been transferred from his revocable trust to Defendant Merrill Light's revocable trust. Plaintiff Hampton Luzak submitted a fourth request for company documents on March 31, 2015. On April 14, 2015, counsel for CFRC finally produced the shareholder minutes of the August 3, 2012 special shareholder meeting to Hampton Luzak. The minutes included schedules attached thereto which indicated Merrill Light was supposedly voting the shares of Paul Barringer at that meeting as a co-trustee. This production was the first time that any information was produced to Hampton Luzak showing that Merrill Light may have purportedly become a co-trustee of the Paul B. Barringer Revocable Trust. This information contradicted the statements made by Merrill Light during the August 3, 2012 special shareholder's meeting.

B. Case Background

Prior to Plaintiff filing this action on August 26, 2016, CFRC, under the control of Defendant Merrill Light, filed suit against Hampton Luzak on April 15, 2015 in a declaratory action in the Federal Court for the Eastern District of Virginia ("Virginia Federal Litigation") seeking, *inter alia*, declaratory relief regarding Merrill Light's proportional interest in CFRC. (Am. Compl. ¶104(b)). The suit against Hampton Luzak was in quick response to Hampton Luzak's discovery of the previously-hidden transactions with Travis Bryant and her discovery in

ROA 000546

ROA 000547

March 2015, from her resulting requests for company information, of the hidden transfer of stock to Merrill Light's revocable trust. After CFRC initially filed its complaint for declaratory judgment against Hampton Luzak, CFRC later moved to dismiss its suit while Plaintiff Hampton Luzak's counterclaims were pending. The federal court ordered the parties realigned with Hampton Luzak made a plaintiff, even though she was originally a defendant. Pursuant to the realignment, Hampton Luzak ultimately filed two separate complaints against Defendant Merrill Light asserting different claims before the federal court which consisted of (1) a breach of contract complaint against Defendant Merrill Light and CFRC based on a 2010 Shareholders Agreement among Plaintiff, her siblings and CFRC, regarding transfers for consideration (the "contract claim")³ (Ex. 2, Suppl. Compl. Dkt. # 90); and (2) a separate and unrelated complaint asserting shareholder derivative and other claims against CFRC, CFRC officer Travis Bryant and Defendants Merrill Light and Randy Light involving an unrelated 2013 stock sale and option grant to Mr. Bryant ("the shareholder derivative claim"). (Am. Compl. ¶104(c)).⁴ Even though Plaintiff Hampton Luzak did not discover the hidden stock transfer until March 13, 2015, she did not know that Merrill Light would take the position that it was a gift until Merrill Light asserted this position in the transfer-for-consideration contract claim in federal court, providing further proof that Plaintiff did not and could not have discovered the alleged gift of stock until well into 2015.

The foundation of all of Plaintiff's Stock Transfer Causes of Action in the current action before this Court is the transfer of her father Paul B. Barringer's voting stock in CFRC from his

³ Despite serious concerns about his capacity, Paul Barringer purportedly intervened as a defendant. Consequently, despite Defendants' representation to the contrary, Plaintiff did not sue Paul Barringer.

⁴ The Fourth Circuit Court of Appeals on March 9, 2017 upheld the dismissal on summary judgment of the shareholder derivative claim involving the stock denominated in the name of Travis Bryant. The shareholder derivative action had no relation to the claims before this Court.

ROA 000547

ROA 000548

revocable trust to Merrill Light's revocable trust on September 11, 2012 while Paul Barringer was mentally incapacitated and under the undue influence of Plaintiff's sister, Defendant Merrill Light. The Defendants in their Memorandum incorrectly state: "All of Luzak's theories are based on events that took place in 2011 and 2012, and of which she had actual notice." (Defs.' Mem. at 4). Stated accurately, however, all of Plaintiff Luzak's claims for relief are based on events that took place on May 11, 2012 and September 11, 2012 and of which she had no notice, because Defendants deceived her, until March 13, 2015 upon the production of the CFRC stock register and Merrill Light's subsequent representation in the federal litigation that the stock transfer was a gift.

As discussed herein, neither of these federal claims involved, or could have involved, the claims or the operative facts involved in this litigation.

C. Defendants covered-up from Plaintiff Hampton Luzak the stock transfer of CFRC stock to Merrill Light.

Given that all well-pled allegations of the Complaint are deemed admitted, the facts regarding the lack of notice of Plaintiff Hampton Luzak about the stock transfer and the cover-up of Defendants Merrill Light and Randy Light are as follows:

- "Defendants Merrill Light and Randy Light concealed from Plaintiff Hampton Luzak for two and a half years the transfer of voting control of CFRC effective through the purported transfer of 38,271 shares of voting stock of CFRC from Decedent Paul Barringer's Revocable Trust to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust." (Am. Compl., ¶ 84).
- "Mr. Jolley, who was corporate counsel and assistant Secretary [of CFRC] at that time, never informed Plaintiff Hampton Luzak of the stock transfer that effected the change in control of CFRC. . . . [Plaintiff Hampton Luzak] did not envision that Merrill Light was stealing their father's CFRC voting stock (half of which was intended for Hampton Luzak) through her undue influence and Decedent Paul Barringer's lack of mental capacity." (Am. Compl., ¶ 85).
- "None of these board members [of CFRC] ever informed Plaintiff Hampton Luzak of the purported subsequent transfer of the 38,271 voting shares by Paul

ROA 000548

ROA 000549

Barringer. . . . Their positioning [of new CFRC board members after the ouster of Plaintiff's husband Kevin Luzak] allowed Merrill and Randy Light to conceal from Plaintiff Hampton Luzak the unlawful and improper transfer of their father's controlling voting shares." (Am. Compl., ¶ 86).

- "Plaintiff Hampton Luzak further stated to the board [by letter of November 8, 2012] her understanding that "[n]o individual owns more stock in CFRC than I do." This statement confirms the fact that Defendant Merrill Light kept secret from Plaintiff Hampton Luzak the transfer of voting shares initiated on September 11, 2012. . . . Defendant Merrill Light. . . never responded or refuted to Plaintiff Hampton Luzak the statement '[n]o individual owns more stock in CFRC than I do.'" (Am. Compl., ¶ 90).
- "By response dated March 13, 2015, CFRC finally submitted a response that included the CFRC stock register showing the stock ownership transactions of the company." (Am. Compl., ¶ 101).
- "The stock register, provided to Plaintiff Hampton Luzak for the first time on or about March 13, 2015, contained an entry stating that 38,271 shares of voting stock previously held by Decedent Paul Barringer as trustee of the Paul B. Barringer Revocable Trust under agreement dated December 4, 1998 had been transferred on September 11, 2012 to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust. . . The production of the stock register on March 13, 2015 was the first time anyone disclosed to Plaintiff Hampton Luzak that Decedent Paul Barringer's voting-control shares of CFRC had been transferred to Defendant Merrill Light." (Am. Compl., ¶ 102).
- "This stock transfer [of CFRC voting shares on September 11, 2012] was hidden from Hampton Luzak by Defendants Merrill Light and Randy Light until March of 2015." (Am. Compl., ¶ 133).
- "Defendant Merrill Light concealed from Plaintiff Hampton Luzak the transfer of CFRC voting control stock. . ." (Am. Compl., ¶ 138).
- "Defendant Merrill Light, while engaged in a confidential relationship with Plaintiff Hampton Luzak and Decedent Paul Barringer by way of her serving as a CFRC director with a fiduciary duty to the company, as a purported co-trustee of Decedent Paul Barringer's Revocable Trust, and serving administratively in Paul Barringer's estate plan, failed to inform Plaintiff Hampton Luzak, a shareholder of CFRC and on information and belief a person with an expectancy under her father's estate plan, that she had purportedly acquired the voting stock of Decedent Paul Barringer." (Am. Compl. ¶ 156(d)) (underline added).

On pages 8-9 and 18 of their Memorandum, Defendants cite various cases regarding the commencement of the running of the statute of limitations under the discovery rule by stating,

ROA 000549

ROA 000550

for example, the statute of limitations starts to run at the point “where facts and circumstances of the injury would put a person of common knowledge and experience on notice that some right of his had been invaded or that some claim against another party might exist.” Johnson v. Bowen, 313 S.C. 61, 64, 437 S.E.2d 45, 46 (1993). In fact the Defendants cite eleven cases regarding the statute of limitations, the discovery rule and laches. However in all the cases cited by the Defendants, the court has held that it is some right of the plaintiff that must have been invaded or that it was some claim by the plaintiff against another party that was at issue. The South Carolina Supreme Court case of Kreutner v. David further clarifies this point wherein the court stated: “The statute of limitations . . . accrues . . . when facts and circumstances would put a person of common knowledge on notice that he [the plaintiff] might have a claim against another party (discovery rule).” Kreutner v. David, 320 S.C. 283, 285, 465 S.E.2d 88, 90 (1995) (emphasis added). None of the cases cited by Defendants, however, provide that some claim by a third-party against a defendant would start the statute of limitations running or that notice that some right of a third-party had been invaded would also trigger the statute of limitations.

This distinction between the invasion of a third party’s rights versus a plaintiff’s rights is significant because the Defendants in their Memorandum repeatedly point to evidence of actions by the Defendants against Kevin Luzak in 2012 for the proposition that Plaintiff Hampton Luzak should have known that she might have some claim against the Defendants. However the terminations of Kevin Luzak as CEO on June 28, 2012, and as a board member on August 3, 2012, cited by Defendants, are actions they directed at Kevin Luzak. Since Kevin Luzak owned no stock, he had no stockholder-related claims. Any claims Kevin Luzak may have had against Defendants would have been employee-termination claims. The actions of Defendants against Kevin Luzak did not impair the rights of Plaintiff Hampton Luzak as a stockholder. While

ROA 000550

ROA 000551

Kevin Luzak may have had termination-related claims, his claims would have been qualitatively different from Plaintiff's later claims, and therefore would not serve as notice to Hampton Luzak of her subsequent stockholder-related claims.

It is not until Paul Barringer's voting stock, that had been long-intended for both Hampton Luzak and Merrill Light equally, was transferred on September 11, 2012, at the direction of Defendants, that any cause of action could possibly have begun to accrue to Hampton Luzak.⁵ See S.C. Code Ann. § 15-3-20(a) ("Civil actions may only be commenced within the periods prescribed in this title after the cause of action has accrued. . . ."). It is a basic principle of South Carolina tort law that there must be an injury before a cause of action accrues and a claim becomes viable.

The elements of a cause of action in tort for personal injury are (1) duty, (2) breach of that duty, (3) proximate causation, and (4) injury... By statute, an action for personal injury must be commenced within three years after the cause of action shall have accrued. S.C. Code Ann. § 15-3-20 and § 15-3-530(5) . . . "The fundamental test . . . in determining whether a cause of action has accrued[] is whether the party asserting the claim can maintain an action to enforce it." Brown v. Finger, 240 S.C. 102, 111, 124 S.E.2d 781, 785 (1962). Stated differently, "[a] cause of action accrues at a moment when a plaintiff has a legal right to sue on it. *Id.*"

Grillo v. Speedrite Products, Inc., 340 S.C. 498, 502, 532 S.E.2d 1, 3 (Ct. App. 2000).

"Generally, a cause of action accrues under South Carolina law 'the moment the defendant breaches a duty owed to the plaintiff.'" Barr v. City of Rock Hill, 330 S.C. 640, 644, 500 S.E.2d 157, 159–60 (Ct. App. 1998) (quoting Grooms v. Medical Soc'y of S.C., 298 S.C. 399, 402, 380 S.E.2d 855, 857 (Ct. App. 1989).

Since an injury is required to start the accrual of a cause of action, under the discovery rule of S.C. Code § 15-3-535 the statute of limitations does not begin to run until such time that

⁵ Actually, it could not possibly accrue until Paul Barringer's death on May 30, 2016. See discussion at II.A below.

ROA 000551

ROA 000552

an injury reasonably ought to have been discovered. In Benton v. Roger C. Peace Hospital, the South Carolina Supreme Court held that the statute of limitations did not commence until the plaintiff could have reasonably and readily discovered the nature of the injuries. Benton v. Roger C. Peace Hosp., 313 S.C. 520, 443 S.E.2d 537 (1994). In that case, the claimant allegedly suffered an internal neurological head injury which was not known at the time the accident occurred. In holding that the discovery rule tolled the statute of limitations, the Supreme Court stated:

The nature of the injuries was not readily discoverable and it is clear on the record that the discovery of the existence of the claim for neurological injury arose within the appropriate statutory time limit for presentation to the jury.

Benton v. Roger C. Peace Hosp., 313 S.C. at 524, 443 S.E.2d at 539.

In the case of McAlhany v. Carter cited multiple times by Defendants in their Memorandum, the Court of Appeals held that the plaintiff's causes of action could not accrue until there was an injury giving the plaintiff a legal right to sue. The Court of Appeals stated, "... because a personal injury cause of action cannot accrue until there is an injury, McAlhany's cause of action accrued at the earliest on . . . the time he suffered an injury and thus 'ha[d] a legal right to sue on it.'" McAlhany v. Carter, 415 S.C. 54, 67, 781 S.E.2d 105, 112 (Ct. App. 2015). The Court further pointed out that the plaintiff had to comprehend that there was an injury to start the statute of limitations. Therein the Court stated:

McAlhany could not have "comprehend[ed] the full extent of his damages" because he had no personal injury damages prior to August 2009. See Benton v. Roger C. Peace Hosp., 313 S.C. 520, 524, 443 S.E.2d 537, 539 (1994)(finding the appellant's negligence claim for neurological injuries resulting from a fall at a hospital was not barred by the statute of limitations because "[t]he nature of the injuries was not discoverable" when the fall occurred).

McAlhany v. Carter, 415 S.C. at 69, 781 S.E. 2d at 113-14.

ROA 000552

ROA 000553

Defendants in their Memorandum cite various facts that Hampton Luzak supposedly knew, all of which occurred prior to the September 11, 2012 stock transfer. (See Defs.' Mem., pp. 11-12 and 21). But all of these facts, transpiring prior to the stock transfer of September 11, 2012, do not support an irrebuttable inference that the Plaintiff knew about the stock transfer on September 11, 2012 or any time prior to March 13, 2015. Simply because Plaintiff Hampton Luzak knew her father suffered from diminished mental capacity does not any way mean that she would know that her sister Merrill Light, in a fiduciary capacity, would, in the future, be stealing her father's voting stock.⁶ In addition, the termination of Kevin Luzak as an officer and director in 2012 also does not inform a reasonable person that her sister would be misappropriating their father's corporate stock intended for Plaintiff.

Among the pre-September 11, 2012 events identified by Defendants as starting the statute of limitations, the Defendants discussed the letter of Hampton Luzak of July 6, 2012 to the board of directors of CFRC. But in that letter, there is no mention whatsoever of an imminent plot to misappropriate the voting stock of Paul Barringer which he had intended to divide equally between his two daughters. The letter gives no indication that Hampton Luzak was aware that Merrill Light was planning to unduly influence Paul Barringer to transfer his CFRC voting stock from his revocable trust exclusively to her as occurred on September 11, 2012, which was hidden from Plaintiff until March 13, 2015. The discovery rule does not require clairvoyance by a

⁶ Even if Plaintiff had known in 2012 that Defendant Merrill Light was the co-trustee of her father's revocable trust, she could have reasonably assumed that Merrill Light as co-trustee would not be involved in a breach of her fiduciary duty, especially the duty not to engage in self-dealing, by taking the voting stock intended for her sister from Paul Barringer's revocable trust, thereby not requiring her to investigate her sister's action. Even if Plaintiff had discovered her sister's breach of duty, her cause of action was not ripe until Paul Barringer's death in 2016. See discussion below at II.A.

ROA 000553

ROA 000554

plaintiff which is what would be required of Hampton Luzak to be able to know that Merrill Light would be misappropriating their father's voting stock for herself in the next two months.⁷

By pointing to events occurring before September 11, 2012, the Defendants are asking this Court to accelerate the start of the statute of limitations to the moment when Defendants committed their tortious conduct toward Plaintiff without Plaintiff's knowledge. (See Defs.' Mem. at 10) ("Because the basis for all of Luzak's claims were known to Luzak in 2012, Luzak was required to file her Complaint no later than a date in 2015."). While a cause of action generally accrues on the date of injury, "[t]he 'discovery rule' provides an exception to the general rule and tolls the statute of limitations until a 'person kn[ows] or by the exercise of reasonable diligence should ... know[] that he ha[s] a cause of action.'" Barr v. City of Rock Hill, 330 S.C.at 644, 500 S.E.2d at160 (emphasis added). The discovery rule is a rule of tolling and does not accelerate the statute of limitations to a date prior to "the moment the defendant breaches a duty owed to the plaintiff". See id. at 159-160.

Defendants have to point to events happening prior to September 11, 2012 (the date of the alleged stock transfer) as the start of the statute of limitations because there is no disclosure on or after September 11, 2012 to Plaintiff of any information that would have reasonably put her on notice of Defendants wrongful conduct until the production of the CFRC stock register on March 13, 2015.

On pages 15-16 in subpart (b) of Defendants' Memorandum, Defendants cite to Hampton Luzak's letter to the CFRC board dated November 8, 2012. That letter however establishes an important point as described in paragraph 90 of the Amended Complaint but omitted by the Defendants in their memorandum, pertaining to Plaintiff's knowledge of the ownership of CFRC

⁷ Especially when Defendants fraudulently concealed their actions. See discussion at I.F.2 below.

ROA 000554

ROA 000555

and Defendants' lack of disclosure. In the letter Hampton Luzak declares: "No individual owns more stock in CFRC than I do." (Am. Compl. ¶ 90). This statement shows that Hampton Luzak was unaware of the purported September 11, 2012 stock transfer to Merrill Light. Further, no one on the board, including Merrill and Randy Light, refuted Hampton Luzak's statement that she owned as much stock as anyone else in the corporation. If Defendants Merrill Light and Randy Light were not involved in a scheme of disguising the stock transfer to Merrill Light, they could have easily submitted a response to Plaintiff correcting her understanding of the status of the stock ownership in their family company. However, they chose to remain silent on the matter and allow Plaintiff's misconception to continue.

Throughout the first 21 pages of Defendants' Memorandum discussing the statute of limitations, Defendants do not mention the fact that Plaintiff Hampton Luzak alleged with clarity and specificity that she did not know about the September 11, 2012 transfer until March 13, 2015, with the exception of one paragraph on pages 20-21. There, Defendants put forth two implausible reasons why Plaintiff's lack of knowledge about the September 2012 stock transfer does not toll the statute of limitations; however, neither explanation is applicable to this case or represents the law of South Carolina. In their initial reason the Defendants state: "First, the law only requires that a reasonable person of common knowledge and experience be on notice that a claim against another party might exist." (Defs.' Mem. at 20). However as stated above, the law of South Carolina, as set forth in Kreutner v. David, *supra*, requires for the commencement of the statute of limitations under the discovery rule that a plaintiff, as a person of common knowledge, be on notice that the plaintiff herself might have a claim against another party.⁸

⁸ In other words, a plaintiff must be on notice that the plaintiff herself has a claim against the defendant, and not just be on notice that a third party might have a claim against the defendant. In this case Plaintiff needs to be on notice that she might have a claim against Defendants, and not just know that Kevin Luzak

ROA 000555

ROA 000556

Here, Plaintiff did not know she had a claim against the Defendants until March 13, 2015 and certainly did not have a claim against the Defendants prior to September 11, 2012. The events prior to September 11, 2012 did not give rise to any of the Stock Transfer causes of action asserted by Plaintiff in this case and therefore could not serve as notice to Hampton Luzak of a right to sue Defendants for the wrongful transfer of Paul Barringer's voting stock intended for Plaintiff. See McAlhany v. Carter, 415 S.C. at 67, 781 S.E.2d at 112 (holding any cause of action cannot accrue until there is an injury); Benton v. Roger C. Peace Hosp., 313 S.C. at 524, 443 S.E.2d at 539 (finding plaintiff's negligence claim for neurological injuries resulting from a fall was not barred by the statute of limitations because the nature of the injuries was not readily discoverable when the fall occurred).

Secondly, Defendants fall back on the legal principle that "[e]vidence that an injured party may not at the time of the alleged act comprehend the full extent of the damage is immaterial, for purposes of tolling the limitations period under the discovery rule." (Defs.' Mem. at 21 citing Doe v. Crooks, 613 S.E.2d 536 (S.C. 2005)). However, in this present action, knowing the full extent of the damages is not the issue before the court. The issue is whether the Plaintiff knew she had been injured at all on September 11, 2012. The pleadings currently before the Court are unequivocal that the Plaintiff did not know, and could not have reasonably known, prior to August 26, 2013 ⁹that Defendants Merrill Light and Randy Light had misappropriated the stock of Paul Barringer for the sole benefit of Merrill Light.

might have a claim against Defendants, to start the running of the statute of limitations. Moreover, since Kevin Luzak did not own any stock, any claim he may have had would not have been related to a stock transfer.

⁹ August 26, 2013 is the date three years prior to Plaintiff filing her original complaint on August 26, 2016 in Beaufort County Probate Court in case number 2016-ES-07-517. See S.C. Code Ann. §15-3-530 (5) for applicable three-year statute of limitations.

ROA 000556

ROA 000557

Defendants argue that Plaintiff was put on notice in 2012 because she knew then that her father was suffering from Alzheimer's, which Plaintiff then knew, and that Defendant Merrill Light had become co-trustee of Paul Barringer's revocable trust, which Plaintiff did not then know. But even if Plaintiff had then known both of these facts, Defendants' position creates an absurd precedent. Under their theory, for example, a trustee of a vulnerable adult's revocable trust who violates a fiduciary duty --- for instance, by improperly obtaining the vulnerable adult's property --- but hides it for three years can get away with it because the appointment of a non-settlor as trustee would trigger the statute of limitations. Notably, the trustee owes no duty under South Carolina law to report to any beneficiary except the vulnerable adult.¹⁰ Defendants would have contingent beneficiaries of a revocable trust, who have no right to reports while the vulnerable adult is alive, proactively investigate all the actions --- and concealed actions --- of the trustee just in case the trustee is improperly taking property from the vulnerable adult's revocable trust.

In addition, the Probate Code statute regarding the time limitations on fraud-related claims does not follow the discovery rule formulation of § 15-3-535 which commences the statute of limitations upon such time a plaintiff "by the exercise of reasonable diligence should have known he had a cause of action." Instead S.C. Code § 62-1-106 requires only that "[a]ny proceeding must be commenced within two years after the discovery of the fraud..." (emphasis added). Since fiduciary relationships often accompany probate and trust-related causes of action, § 62-1-106 does not impose on a plaintiff the burden of monitoring her fiduciary with the same degree of reasonable diligence applied generally. Had the General Assembly intended to impose that same standard of reasonable diligence on fraud-related probate/trust claims, it could have

¹⁰ See S.C. Code Ann. § 62-7-813. Virginia law is similar. See Va. Code Ann. § 64.2-775.

ROA 000557

ROA 000558

done so as the legislature has imposed different discovery standards on fraud and non-fraud based claims in other contexts. See, e.g., S.C. Code Ann. § 15-8-300(e) (“An action against a director for failure to perform the duties imposed by this section must be commenced within ...two years after the time when the cause of action is discovered, or should reasonably have been discovered, whichever sooner occurs. This limitations period does not apply to breaches of duty which have been concealed fraudulently.”). Since Merrill Light, with the aid of Randy Light, has breached her duties as trustee under the Probate Code, § 62-1-106 is applicable. With Plaintiff first discovering Defendants’ tortious conduct on March 13, 2015, less than two years before she filed this action on August 26, 2016, her action is timely.

D. Plaintiff’s equitable claims are not barred by laches since she had no knowledge of Defendants’ wrongful actionable conduct until 2015.

The Defendants also claim that the equitable doctrine of laches bars any of the Plaintiff’s equitable causes of action for the same the reason that the Plaintiff was aware of various events prior to September 11, 2012 that did not involve the transfer of Paul Barringer’s voting stock. Based on the same principles discussed above regarding the discovery rule for the statute of limitations, laches is not applicable until there is knowledge of the injury resulting from the Defendants’ wrongful conduct. The Court of Appeals declared that point stating:

Importantly, delay alone in assertion of a right does not, in and of itself, constitute laches. Rather, so long as there is no knowledge of the wrong committed and no refusal to embrace an opportunity to ascertain facts, there can be no laches.

Muir v. C.R. Bard, Inc., 336 S.C. 266, 296, 519 S.E.2d 583, 599 (Ct. App. 1999) (internal citations omitted) (underline added).

Moreover, as stated above, Plaintiff did not violate the statute of limitations. Consequently, laches cannot apply. “If a claim is filed within the applicable limitations period, laches cannot be found unless a heightened burden is satisfied.” PCS Nitrogen, Inc. v. Ross Dev.

ROA 000558

ROA 000559

Corp., 127 F. Supp. 3d 567, 591 (D. S.C. 2015). The heightened burden requires that Defendants show that Plaintiff failed to perform a legal duty or misled Defendants to their detriment, neither of which is applicable here. Id.

Laches is an equitable doctrine, and Defendants' acts of concealment hardly justify the application of laches for their benefit.

E. Plaintiff's claims regarding amendments of, and transfers to, the Paul Barringer Revocable Trust are timely under the statute of limitations and laches.

In the Seventh through Ninth causes of action in Plaintiff's Amended Complaint, Plaintiff asks this Court to set aside certain amendments to Paul Barringer's Revocable Trust that occurred in 2012 and 2015. In her Tenth cause of action, Plaintiff asks this Court to set aside the May 2012 transfers of Paul Barringer's CFRC voting stock from his individual name into the name of his Revocable Trust. These actions are timely under the discovery rule because Plaintiff did not learn that changes to Paul Barringer's Revocable Trust making Merrill Light a co-trustee occurred until 2015. As pointed out above, the allegations of the Complaint are deemed admitted for purposes of a motion to dismiss. Therefore the relevant facts show as follows:

- "Plaintiff Hampton Luzak has not seen a copy of this February 5, 2015 Amendment [to the Paul B. Barringer Revocable Trust] and is therefore unaware of whether Defendant Merrill Light was appointed as the sole trustee or a co-trustee under such Amendment." (Am. Compl., ¶ 5).
- "Defendant Merrill Light, unbeknownst to Plaintiff Hampton Luzak, was involved in moving Decedent Paul Barringer's voting stock in CFRC into Decedent Paul Barringer's Revocable Trust for which Defendant Merrill Light purportedly became a co-trustee." (Am. Compl., ¶ 48).
- "[N]o mention is made on share certificate # 14 that Defendant Merrill Light was a co-trustee of Decedent Paul Barringer's Revocable Trust. The lack of co-trustee designation, on information and belief, was an attempt by Defendant Merrill Light to keep from disclosing the purported co-trustee status to Kevin Luzak since he may have to sign certificate # 14." (Am. Compl., ¶ 51).

ROA 000559

ROA 000560

- “Defendant Merrill Light executed a notice dated July 12, 2012 withdrawing her demand of June 28, 2012 for a special meeting of the shareholders of CFRC. The above notice was signed by Merrill Light in her individual capacity. It made no mention of her being a co-trustee of the Paul Barringer Revocable Trust. The above notice was also purportedly signed by Decedent Paul Barringer as “Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98.” No mention was made of Paul Barringer being a co-trustee of his Revocable Trust. Plaintiff Hampton Luzak received the notice by e-mail from John Jolley on July 13, 2012. (See Exhibit 21, M. Light notice 7/12/12 and Jolley e-mail 7/13/12).” (Am. Compl., ¶ 74(b)).
- “While Decedent Paul Barringer was in a state of confusion and exhibiting irrational and erratic behavior, Decedent Paul Barringer, as grantor and as co-trustee with Defendant Merrill Light, purportedly executed a second amendment and restatement of his Revocable Trust on or about July 20, 2012. (See Exhibit 2, supra). No one, including Defendant Merrill Light as purported co-trustee, informed Plaintiff Hampton Luzak of this change.” (Am. Compl., ¶ 75).
- “At the [August 3, 2012 special shareholder] meeting Merrill Light, personally or through someone acting on her behalf and under her control, represented that she was acting on behalf of Decedent Paul Barringer; however, Merrill Light never disclosed she was a trustee or co-trustee of the Paul Barringer Revocable Trust... The Shareholder Minutes were not produced to Plaintiff Hampton Luzak until April 14, 2015 pursuant to Hampton Luzak’s statutorily-authorized shareholder records inspection requests to CFRC... Prior to the April 14, 2015 production of the August 3, 2012 Shareholder Minutes, it was never disclosed to Hampton Luzak that Merrill Light was acting as a purported trustee or co-trustee of Paul Barringer’s Revocable Trust. Upon information and belief, Defendants Merrill Light and Randy Light and their unnamed co-conspirators concocted a false presentation for this special shareholder meeting to deceive Hampton Luzak and to hide from her that Merrill Light was implementing a scheme to gain control over her father’s voting stock in CFRC. It also appears that Defendants Merrill Light and Randy Light and their unnamed co-conspirators devised a false set of shareholder minutes for the August 3, 2012 special shareholder meeting that stated Defendant Merrill Light voted as trustee for the Paul Barringer Revocable Trust, when in actuality she never voted as trustee or co-trustee of the Paul Barringer Revocable Trust.” (Am. Compl., ¶ 78(a)).
- “Hampton Luzak’s letter [of November 8, 2012 to the board of directors] stated her understanding that Merrill Light voted Paul Barringer’s stock using a power of attorney, which no one ever refuted or ‘corrected.’” (Am. Compl., ¶ 90).
- “On April 14, 2015 counsel for CFRC produced the August 3, 2012 shareholder minutes to Hampton Luzak for the first time and included Annex A which set forth the shareholder vote breakdown. The minutes also showed that Defendant Merrill Light voted the shares of the Paul Barringer Revocable Trust as its

ROA 000560

ROA 000561

purported “trustee”, although at no time did she actually vote as ‘trustee’ at the meeting.” (Am. Compl., ¶ 104(a)).

- “With an intent to deceive, Defendant Merrill Light . . . misrepresented to Plaintiff Hampton Luzak . . . her capacity to act on behalf of Decedent Paul Barringer by purposefully hiding from Hampton Luzak that she was purportedly a trustee or co-trustee of Paul Barringer’s Revocable Trust. . . . Merrill Light devised the false presentation rolled out at the August 3, 2012 special shareholder meeting in order to camouflage her position as a purported co-trustee of Decedent Paul Barringer’s Revocable Trust, which was never disclosed at that meeting, and to hide her ongoing scheme to gain control over her father’s voting stock. . . . Hampton Luzak did not receive these [August 3, 2012 special shareholder meeting] minutes until April, 2015.” (Am. Compl., ¶ 156(e)).

As with the causes of action related to the September 11, 2012 stock transfers, Plaintiff Hampton Luzak was not informed and could not have reasonably known of the facts critical to the causes of action related to the amendments of the Paul B. Barringer Revocable Trust and the transfer of stock to the trust in 2012. Plaintiff Hampton Luzak has alleged that in the amendments of either February 28 or July 20, 2012, Merrill Light became a co-trustee but that such information was hidden from Plaintiff Hampton Luzak by Defendants Merrill Light and Randy Light. Evidence of Defendants’ cover-up includes the fact that Defendants left off share certificate # 14, signed on May 11, 2012 by Kevin Luzak, the designation of Merrill Light as a co-trustee or that Paul Barringer was then serving as a co-trustee instead of as a sole trustee. (Am. Compl., ¶ 51). Also, in the shareholder notice of July 12 and 13, 2012, Merrill Light did not sign her name as a co-trustee, nor did the mentally incapacitated Paul Barringer disclose that he was a co-trustee with any other individual. (Ex. 3, Am. Compl. Exhibit 21). The signatures hid the fact that Merrill Light had supposedly become a co-trustee of the Paul Barringer Revocable Trust.

The Answers to Interrogatories of Defendant Merrill Light filed in the Federal Court for the Eastern District of Virginia specifically provide confirmation that Merrill Light was a co-

ROA 000561

ROA 000562

trustee by February 2012. Merrill Light admitted so much in her filings with the Federal Court. These filings, however, did not occur until 2016. As pointed out by Defendants in their Memorandum, this Court can take judicial notice of records filed publicly with the Federal District Court for the Eastern District of Virginia. (See Exhibit 1, M. Light Answers to Interrogs., Dkt. # 376-3 at 7-8, Interrog. No. 5).

Nowhere in Defendants' Memorandum do they point out the fact they never informed Hampton Luzak about the changes to the Paul Barringer Revocable Trust in which she was a remainder beneficiary, including the addition of Merrill Light as co-trustee or the transfer of the CFRC stock to the Revocable Trust (See, *e.g.*, Defs.' Mem., pp. 12-17). Nowhere do the Defendants cite to the allegations that Defendants hid the fact Merrill Light had become a co-trustee in February 2012 or by July 2012 at the latest. Nor do they cite to the allegations that Defendants misrepresented Merrill Light's status regarding the voting of the Paul Barringer shares at the August 3, 2012 special shareholder meeting by failing to disclose that Merrill Light had purportedly become a co-trustee. Nor do the Defendants point out that they concocted a false set of minutes of the August 3, 2012 shareholder meeting claiming Merrill Light voted as a trustee of the Paul Barringer Revocable Trust when in actuality Merrill Light never disclosed at the shareholder meeting she was acting as a co-trustee. Nor do Defendants address the fact the falsely-concocted shareholder minutes themselves were not produced to Hampton Luzak until she made her fourth statutory document request in April 2015.

Thus, April 14, 2015 is the earliest time¹¹ that the statute of limitations could have begun to run regarding Plaintiff Hampton Luzak's causes of action related to the Revocable Trust amendments and transfers into the trust. With this action being filed on August 26, 2016,

¹¹ The causes of action actually were not ripe until Paul Barringer's death in 2016. See the discussion at II.A below.

ROA 000562

ROA 000563

Hampton Luzak is well within the applicable statute of limitations for the trust-related causes of action.

On pages 15-16 of Defendants' Memorandum, Defendants cite to Hampton Luzak's letter of November 8, 2012 to the CFRC Board of Directors attached to the Amended Complaint as Exhibit 17. As can be seen in the letter and as alleged in paragraph 90, Hampton Luzak understood that at the special shareholder meeting of August 3, 2012 Merrill Light voted Paul Barringer's stock using a power of attorney. This statement again shows that Hampton Luzak was unaware that Merrill Light was functioning as a purported co-trustee of the Paul Barringer Revocable Trust. Also none of the CFRC board members, including Defendants Merrill Light and Randy Light, refuted Plaintiff's statement that Merrill Light had operated as an agent under a power of attorney at the August 3, 2012 special shareholder meeting. In essence, they willingly perpetuated Hampton Luzak's understanding that Merrill Light was not a co-trustee of the Paul B. Barringer Revocable Trust.

It is also important to point out that even if Hampton Luzak knew Merrill Light had become a co-trustee of the Paul B. Barringer Revocable Trust, such knowledge would not inform a reasonable person that Merrill Light intended to misappropriate the CFRC voting stock of Paul Barringer. Again, it would take clairvoyance on the part of Hampton Luzak to foresee, from the fact Merrill Light assumed the role of co-trustee, that Merrill Light would be stealing their father's stock in the future. Even if Plaintiff had known in 2012 that Defendant Merrill Light was the co-trustee of her father's revocable trust, she could have reasonably assumed that Merrill Light as co-trustee would not be involved in a breach of her fiduciary duty, especially the duty

ROA 000563

ROA 000564

not to engage in self-dealing, by taking the voting stock intended for Plaintiff from Paul

Barringer's revocable trust, thereby not requiring her to investigate her sister's action.¹²

F. Equitable Estoppel, Equitable Tolling and Fraudulent Concealment Prevent Running of the Statute of Limitations and Laches.

1. Principles of equitable estoppel apply to toll Plaintiff's claims.

Under South Carolina case law, the doctrine of equitable estoppel may prevent a defendant's resort to the statute of limitations where a defendant has acted in such a manner as to induce the plaintiff to delay in timely filing a cause of action. See Hooper v. Ebenezer Senior Servs & Rehab. Ctr., 377 S.C. 217, 239-40, 659 S.E.2d 213, 225 (Ct.App. 2008)(reversed on other grounds). The South Carolina Court of Appeals described the elements of equitable estoppel as follows:

...To establish equitable estoppel, the party claiming estoppel must prove that he or she (1) lacked knowledge and means of obtaining knowledge of the truth of the facts in question; and (2) relied upon the conduct of the party to be estopped. The party claiming estoppel must also establish that the party to be estopped (1) acted in a way amounting to a false representation or concealment of material facts; (2) intended such conduct to be acted upon by the other party; and (3) possessed knowledge, either actual or constructive, of the true facts.

Kelly v. Logan, Jolley, & Smith, L.L.P., 383 S.C. 626, 638, 682 S.E.2d 1, 7 (Ct. App. 2009)

(internal citation omitted).¹³

¹² Even if Plaintiff had discovered her sister's breach of duty, her cause of action was not ripe until Paul Barringer's death in 2016. See discussion below at II.A.

¹³ See Holy Loch Distributors, Inc. v. Hitchcock, 332 S.C. 247, 254, 503 S.E.2d 787, 791 (Ct. App. 1998) ("A defendant may be estopped from asserting the statute of limitations as a defense if the delay that otherwise would give operation to the statute has been induced by the defendant's conduct."); see also G & P Trucking v. Parks Auto Sales Service & Salvage, Inc., 357 S.C. 82, 89, 591 S.E.2d 42, 45 (Ct. App. 2003) ("Although ... a statute of limitations can foreclose the right of a claimant to file suit, unlike a statute of repose, it is subject to certain counter-assertions, such as waiver, tolling, and estoppel.")

ROA 000564

ROA 000565

The same facts described above pertaining to the discovery rule apply to meet all the elements of equitable estoppel. Thus, the statute of limitations and laches do not bar any of Plaintiff's claims.

2. *Principles of fraudulent concealment apply to toll Plaintiff's claims.*

It is established throughout the United States that fraudulent concealment of facts underlying a cause of action tolls all statutes of limitation. 51 Am. Jur. 2d Limitation of Actions § 162. The South Carolina Supreme Court recognized this general rule by stating:

... “[T]he practically universal rule is that deliberate acts of deception by a defendant calculated to conceal from a potential plaintiff that he has a cause of action, thereby inducing him to postpone institution of suit will be held to toll the statute.” . . . When the relationship ends, the duty to disclose, which is the basis of [a] fraudulent concealment claim, ceases to exist absent extenuating circumstances such as the withholding or altering of plaintiff's medical records.

Strong v. Univ. of S. Carolina Sch. of Med., 316 S.C. 189, 191-92, 447 S.E.2d 850, 852 (1994) (quoting 1 David W. Louisell and Harold Williams, Medical Malpractice ¶ 13.03 p. 13-67 (1993))¹⁴

The proof required to invoke fraudulent concealment has been explained as follows:

The essence of fraudulent concealment is: (1) actual knowledge that a wrong has occurred, and (2) a fixed purpose to conceal the facts necessary for the plaintiff to know that the cause of action has accrued. Stated somewhat differently, to constitute concealment of a cause of action within the general rule tolling the statute of limitations on that ground, in the absence of a duty to disclose, there must be an actual misrepresentation of fact that fraudulently conceals the cause of action. In other words, there must be either an active suppression of the truth or a failure to disclose when there is a duty to speak, made with the intent to prevent inquiry or knowledge of the injury...

51 Am. Jur. 2d Limitation of Actions § 164.

¹⁴ See Trial Handbook for South Carolina Lawyers § 9:11 (“The practically universal rule is that deliberate acts of deception by a defendant calculated to conceal from a potential plaintiff that he has a cause of action, thereby inducing him to postpone institution of suit will be held to toll the statute of limitations.”).

ROA 000565

ROA 000566

The same facts described above pertaining to the discovery rule apply to meet all the elements of fraudulent concealment. Thus, the statute of limitations and laches do not bar any of Plaintiff's claims.

3. *Principles of equitable tolling apply to toll Plaintiff's claims.*

The flexible principles of equitable tolling also apply, based on the facts set forth above. Unlike equitable estoppel, equitable tolling does not require a misrepresentation made to Plaintiff. Stemming from the court's inherent power to formulate rules of procedure when demanded by justice, the doctrine is judicially created. See Magnolia North Property Owner's Ass'n v. Heritage Communities, Inc., 397 S.C. 348, 725 S.E.2d 112 (Ct. App. 2012); see also American Legion Post 15 v. Horry County, 381 S.C. 576, 674 S.E.2d 181 (Ct. App. 2009) ("It has been held that equitable tolling applies principally if the plaintiff is actively misled by the defendant about the cause of action or is prevented in some extraordinary way from asserting his or her rights.").

The South Carolina Supreme Court further elaborated on the proper use of equitable tolling, stating:

In our view, the situations described above do not constitute an exclusive list of circumstances that justify the application of equitable tolling. 'The equitable power of a court is not bound by cast-iron rules but exists to do fairness and is flexible and adaptable to particular exigencies so that relief will be granted when, in view of all the circumstances, to deny it would permit one party to suffer a gross wrong at the hands of the other.

Hooper v. Ebenezer Sr. Servs & Rehab. Ctr., 386 S.C. at 117-18, 687 S.E.2d at 33 (quoting Hausman v. Hausman, 199 S.W.3d 38, 42 (Tex.App.2006)).

The same facts described above pertaining to the discovery rule apply to meet all the elements of equitable tolling. Thus, the statute of limitations and laches do not bar any of Plaintiff's claims.

ROA 000566

ROA 000567

G. South Carolina Law¹⁵ Delayed Plaintiff's Right to Pursue Claims Against Revocable Trust Until Paul Barringer's Death in 2016.

As explained in more detail in Part II, A below, under South Carolina's version of the Uniform Trust Code, section 62-7-603 expressly provides that "[w]hile a trust is revocable, rights of the beneficiaries are subject to the control of, and the duties of the trustee are owed exclusively to, the settlor." The Reporter's Comment elaborates: "This section has the effect of postponing enforcement of the rights of the beneficiaries of a revocable trust until the death of the settlor or other person holding the power to revoke the trust." S.C. Code Ann. § 62-7-603, cmt. (1st ¶). The voting stock shares were purportedly held in Paul Barringer's revocable trust. Under the statute, Plaintiff had no standing to assert her claim until Paul Barringer's death in 2016; she is clearly within the statute of limitations.¹⁶

For the reasons stated above, the Defendants' motion for dismissal of counts Four through Six, Ten through Sixteen and Nineteen based on the statute of limitations and laches should be denied.

II. None of Plaintiff's causes of action are barred by res judicata or any other claim or issue preclusion doctrine; therefore, all Plaintiff's causes of action are valid claims of first impression.

¹⁵ Virginia law is similar. See Va. Code Ann. § 64.2-752(A).

¹⁶ See, e.g., *Ex parte Synovus Trust Co.*, 41 So. 3d 70 (Ala. 2009); Alabama Code 1975, § 19-3B-603(a), provides: "While a trust is revocable, rights of the beneficiaries are subject to the control of, and the duties of the trustee are owed exclusively to, the settlor." (Emphasis added.) Therefore, regardless of whether the Raines children have suffered injury to their rights as beneficiaries of the trusts as a result of the defendants' conduct, those rights were subject to the control of Mr. and Mrs. Raines while the trusts were revocable, and the fiduciary duties owed by the defendants were owed "exclusively" to Mr. and Mrs. Raines during the *Ex parte Synovus Trust Co.*, 41 So.3d 70 (Ala. 2009) at time. See Ala.Code 1975, § 19-3B-603(a). Thus, the Raines children's causes of action for breach of fiduciary duty do not seek redress for legally protected rights, and the Raines children have no standing to assert those claims. See, e.g., *State v. Prop. at 2018 Rainbow Dr.*, 740 So.2d 1025, 1027 (1999) (noting that, to have standing to sue, a party must have suffered an injury to a legally protected right). Because the section is taken from a uniform law, resort to other jurisdictions and the uniform reporter's comments is appropriate. See, e.g., *Matter of Bradley K. Brakke Trust*, __ N.W.2d __ (N.D. 2017) (2017 WL 712774); *650 North Main Ass'n v. Frauenshuh, Inc.*, 885 N.W.2d 478, (Minn. App. 2016); *Curtis v. James*, 459 S.W.3d 471 (Mo. App. 2015).

ROA 000567

ROA 000568

The doctrine of res judicata (or “claim preclusion”) does not prevent Plaintiff from filing any or all of her causes of action. Plaintiff could not have brought any of her causes of action that she filed in this case in the Virginia federal litigation because she did not have standing to bring them. Moreover, the current claims are based on different causes of action derived from a different set of operative facts.

A. Plaintiff did not have standing to bring the Stock Transfer causes of action nor could the court determine capacity.

Under both the South Carolina Trust Code and Virginia Uniform Trust Code, Hampton Luzak did not have standing to bring any of her Stock Transfer causes of action in the Virginia federal litigation. South Carolina Trust Code § 62-7-603 gives a settlor plenary power over a revocable trust during his lifetime. Section 62-7-603 provides: “While a trust is revocable, rights of the beneficiaries are subject to the control of, and the duties of the trustee are owed exclusively to, the settlor.” The Reporter’s Comment to this section addresses the effect on the beneficiaries of the settlor’s retained powers over a revocable trust, by stating: “This section has the effect of postponing enforcement of the rights of the beneficiaries of a revocable trust until the death of the settlor. . .” S.C. Code Ann. § 62-7-603, cmt. (1st ¶). The Reporter’s Comment further provides that a named beneficiary of a revocable trust does not have standing to assert any right of action under the trust during the settlor’s lifetime, even during the settlor’s incapacity. “Upon the settlor’s incapacity, any right of action the settlor-trustee may have against the trustee for breach of fiduciary duty will pass to the settlor’s agent or conservator.” S.C. Code Ann. § 62-7-603, cmt. (4th ¶).

The Reporter’s Comment to S.C. Code Ann. § 62-7-604, addressing post-mortem contests over the validity of a revocable trust and distributions of trust property therefrom,

ROA 000568

ROA 000569

enunciates the principle that it is a settlor and his agents, not the named beneficiaries, who can act on behalf of a revocable trust during the settlor's lifetime, even upon the settlor's loss of capacity. The Comment states:

A revocable trust does not become irrevocable upon a settlor's loss of capacity. Pursuant to § 62-7-602 . . . , the power to revoke may be exercised by the settlor's agent, conservator, or guardian, or personally by the settlor if the settlor regains capacity.

S.C. Code Ann. § 62-7-604, cmt. (3rd ¶).

Consistent with the above-quoted Reporter's Comment to § 62-7-604 that a conservator, not a named beneficiary, may act on behalf of an incapacitated settlor of a revocable trust, South Carolina Trust Code § 62-7-602(f) states: "A conservator of the settlor may exercise a settlor's powers with respect to distribution of trust property."

Plaintiff Hampton Luzak was not a trustee, co-trustee or settlor of the Paul Barringer Revocable Trust. She also was not a conservator of Mr. Barringer's estate during Mr. Barringer's lifetime, though she instituted conservatorship proceedings prior to his death. Plaintiff instituted the conservatorship proceedings after Paul Barringer's counsel in the federal litigation filed, on the same day in January 2016, a statement under oath from Paul Barringer along with a report from Dr. Paul Mazzeo, from October 2015, that Paul Barringer was severely incapacitated, especially as to any testimonial capacity. (Am. Compl. ¶¶109-110). Once Plaintiff discovered this information, and because no other family member with regular contact with Paul Barringer, including Merrill Light, sought to protect him through protective proceedings, she quickly brought a conservatorship action, which Merrill Light initially opposed. Paul Barringer died on May 30, 2016 before the conservatorship proceedings were completed or any judgment rendered. Hampton Luzak's only connection to the Paul Barringer Revocable Trust was that of a beneficiary prior to and up until the time of Paul Barringer's mental incapacity and undue

ROA 000569

ROA 000570

influence from Merrill Light.

The Virginia federal litigation was begun and completed during Paul Barringer's lifetime.¹⁷ As a result, Hampton Luzak as a beneficiary of a revocable trust had no standing to assert any claims regarding the revocable trust, its purported trustee Merrill Light, or its distribution of assets during the course of the Virginia federal litigation, even when Mr. Barringer became incapacitated.

Since the South Carolina Trust Code is based in significant part on the Uniform Trust Code, the above stated South Carolina provisions regarding a settlor's full autonomy over a revocable trust are not unique. In fact, Virginia Code § 64.2-752 provides the exact same language as S.C. Code § 62-7-603, stating: "While a trust is revocable, rights of the beneficiaries are subject to the control of, and the duties of the trustee are owed exclusively to, the settlor."

Va. Code Ann. § 64.2-752(A).

The lack of standing by a beneficiary of a revocable trust such as Plaintiff Hampton Luzak is significant to the doctrine of res judicata as enunciated under Virginia law.¹⁸ The Virginia Supreme Court recently analyzed the principles of res judicata and the effects of Virginia Supreme Court Rule 1:6 governing claim preclusion as follows:

In Virginia, claim preclusion is encompassed by Rule 1:6. The preclusive effects of bar ... fall under the category of claim preclusion. . . . Bar arises when a valid and final personal judgment is entered for the defendant. Such judgment "bars relitigation of the same cause of action, or any part thereof which could have been litigated, between the same parties and their privies."

Lee v. Spoden, 290 Va. 235, 245, 776 S.E.2d 798, 803, n.5 (2015) (emphasis added).

¹⁷ The breach of contract claim involving transfers for consideration ended on March 17, 2016, pursuant to the Order of Dismissal following Plaintiff's Motion for Voluntary Dismissal, approximately two and half months before Paul Barringer's death.

¹⁸ Plaintiff does not concede Defendants' assertion that Virginia law controls the res judicata issue, but the reasoning and results would be the same under the law of Virginia or South Carolina: res judicata does not operate to bar Plaintiff's causes of action.

ROA 000570

ROA 000571

Where the event giving rise to the right of action occurs after the first litigation, the Virginia Supreme Court has denied application of res judicata/claim preclusion. Id. 290 Va. at 250, 776 S.E.2d at 806 (“The sale occurred after the trial court’s ruling in the contempt proceeding and, therefore, could not have been the subject of the claims advanced by Spoden in the contempt proceeding. Therefore, claim preclusion is inapplicable to this cause of action.”). Thus under Virginia Supreme Court precedent, a case is not barred by res judicata if the action could not have been litigated between the same parties or their privies.

During the Virginia federal litigation begun on April 15, 2015 through March 17, 2016, the date of Plaintiff Hampton Luzak’s voluntary dismissal of her breach of contract action, her father Paul Barringer was still alive. (Am. Compl. ¶ 2). Paul Barringer therefore retained the exclusive legal authority to pursue any claims regarding his revocable trust. The only persons besides Paul Barringer who had standing to act on behalf of his Revocable Trust or to challenge the trustee for breach of fiduciary duty would have been an agent of Paul Barringer or a conservator appointed by the South Carolina Probate Court. In fact, this is the course of action Hampton Luzak commenced during the Virginia federal litigation after receiving the report of Dr. Mazzeo on January 20, 2016 confirming through written medical evidence her father’s lack of capacity; however, as stated above, no conservatorship appointment was made before the termination of the federal breach of contract action or Paul Barringer’s passing. Since Plaintiff was not a conservator or other authorized agent of Paul Barringer during the course of the Virginia federal litigation, she did not possess any right of action against Merrill Light for breach of fiduciary or other duties.

Hampton Luzak’s lack of standing to assert any claims on behalf of the Paul Barringer Revocable Trust was immediately recognized by the presiding judge in the Virginia federal

ROA 000571

ROA 000572

litigation. During the Virginia federal litigation, Plaintiff Hampton Luzak asserted a claim for breach of contract based on the 2010 Shareholder Agreement among her brother Victor Barringer, Defendant Merrill Light, CFRC and herself. The case centered on whether valuable consideration had been exchanged between Merrill Light and Paul Barringer as part of the transfer of Paul Barringer's voting stock to Merrill Light since the 2010 Shareholder Agreement restricted stock transfers accompanied by the exchange of valuable consideration. During discovery, Hampton Luzak's attorney in the Virginia federal litigation asked for a copy of the trust documents to see if there were any restrictions pertaining to transfers by gift or whether stock transfers had to occur by sale. Judge Trenga immediately questioned the relevance of the Paul Barringer Revocable Trust to the Virginia breach of contract litigation, stating:

The Court: Why? I don't understand that. Why would Ms. Luzak have standing to contest a violation of Mr. Barringer's trust agreements?

[Pl.'s counsel]: I'm not saying we have standing to contest that. We do have the right to find evidence that may be relevant to establish whether it was a sale [under the 2010 Shareholder Agreement].

Dkt. No. 266, Tr. of Dec. 11, 2015, p. 15, lns. 2-8.¹⁹

Thereafter, the Federal District Court denied Plaintiff's discovery request to see the Revocable Trust document and documents pertaining to the May 2012 stock transfers between Paul Barringer and the Revocable Trust. (See Ex. 4, Dkt. # 266, Tr. of Dec. 11, 2015, pp. 12-15 and 23-24 and Dkt. # 130, Order of Magistrate Judge Davis providing that "Discovery will be limited to the issues of the acquisition and the purpose of the acquisition of the stock in question").

While Paul Barringer ostensibly intervened in the breach of contract matter in the

¹⁹ The attached transcript excerpt is taken off the public Pacer records and therefore is a document of which this Court may take judicial notice.

ROA 000572

ROA 000573

Virginia federal litigation at the behest and control of Defendant Merrill Light, his Revocable Trust was never made a party to the action. Though Defendants state Paul Barringer was in privity with his Revocable Trust, that fact is irrelevant to the issue of standing and its impact on res judicata. The lack of standing by Hampton Luzak regarding Revocable Trust issues prevented her from making any claims against the trustees on behalf of the Revocable Trust. In fact, the Virginia federal district court denied Plaintiff the right to see the Revocable Trust or have it produced during discovery because of her lack of standing and the complete irrelevance of the Revocable Trust to the breach of contract action regarding the 2010 Shareholder Agreement. Therefore it would be completely inequitable to apply a bar of res judicata to this action, which is based on transfers of stock previously held ostensibly in the name of the Paul Barringer Revocable Trust and transferred under conditions of Paul Barringer's incapacity and undue influence, when the subject matter of the prior litigation was so far removed from matters pertaining to the Revocable Trust that the Plaintiff was not even allowed to obtain the Revocable Trust in discovery. Cf., Rule 26(b)(1), Fed. R. Civ. Proc. ("Information within this scope of discovery need not be admissible in evidence to be discoverable").

Not only did Plaintiff lack standing to bring any issue about the revocable trust and its trustee in the Virginia litigation, as discussed above, but a central theme of Plaintiff's claims is that Paul Barringer's lack of capacity rendered him incompetent to make transfers and, even if he were competent to do so, his weakened mental capacity made him an easier target for undue influence by Defendants. South Carolina law provides exclusive jurisdiction to the probate courts of South Carolina to deal with the issues involving incapacitated persons in South Carolina as well as issues dealing with South Carolina trusts. Paul Barringer was domiciled in South Carolina and his revocable trust was a South Carolina trust and Merrill Light the co-trustee

ROA 000573

ROA 000574

was domiciled in South Carolina.

Article One of the South Carolina Probate Code sets forth the subject matter jurisdiction over trust matters and protective proceedings (conservatorships) pertaining to trusts and individuals within its jurisdiction. Section 62-1-301 (entitled “Territorial Application”) provides:

Except as otherwise provided in this Code, this Code applies to (1) *the affairs and estates of decedents, missing persons, and persons to be protected domiciled in this State*, (2) the property of nonresidents located in this State or *property coming into the control of a fiduciary who is subject to the laws of this State*, (3) *incapacitated persons and minors in this State*, (4) survivorship and related accounts in this State, and (5) *trusts subject to administration in this State*.

S.C. Code Ann. § 62-1-301(emphasis added).

Section 62-1-302(a)(2)(i) provides: “The probate court has exclusive original jurisdiction over all subject matter related to . . . protective proceedings and guardianships...” Section 62-5-101 defines a protective proceeding as a proceeding to determine if a person is an incapacitated person. Section 62-5-402 vests in the probate court, upon filing of a petition, exclusive jurisdiction over determination of the need for a conservator and the management of the protected person's estate. Section 62-1-302(a)(3) provides: “The probate court has exclusive original jurisdiction over all subject matter related to . . . trusts, inter vivos or testamentary . . .” The Virginia federal court did not have subject matter jurisdiction to hold a protective proceeding for a South Carolina resident – *i.e.*, determine his capacity – or a trust administration proceeding over a trust administered in South Carolina.

Defendants state multiple times in their Memorandum that Plaintiff could have brought the “exact same claims” in the Virginia federal litigation. (*e.g.* Defs.’ Mem. at pp. 28, 29, and 37). However, Defendants cite no legal authority, because there is none, that a beneficiary of a revocable trust has standing during the settlor’s lifetime to bring claims related to the transfer of

ROA 000574

ROA 000575

assets out of a revocable trust as a result of undue influence on the settlor or the settlor's mental incapacity.

Since Hampton Luzak did not have standing to assert claims related to Paul Barringer's Revocable Trust, she could not have brought the stock transfer causes of actions in the Virginia litigation. Because South Carolina reserved exclusive subject matter jurisdiction over matters involving Paul Barringer's capacity, Plaintiff could not have brought the stock transfer causes of action in the Virginia litigation.²⁰ Therefore res judicata is inapplicable. See Morrison v. Morrison, 284 Ga. 112, 114-15, 663 S.E.2d 714, 718 (2008) (holding res judicata inapplicable where prior court lacked subject matter jurisdiction to hear claim of intentional interference with expected gift).

B. The current South Carolina action is based on different causes of action from the Virginia federal litigation and therefore res judicata is not applicable.

As noted above, the Virginia Supreme Court has stated that res judicata encompassed by Virginia Supreme Court Rule 1:6 "bars relitigation of the same cause of action . . . between the same parties and their privies." Lee v. Spoden, 290 Va. at 245, 776 S.E.2d at 803, n.5 (emphasis added). The Virginia Supreme Court further elaborated on this limitation on the application of res judicata, stating:

In determining whether the subsequent action involves the same conduct, transaction or occurrence, our focus is on whether that action is based on the same or a different cause of action.

Id. at 248, 776 S.E.2d at 805 (underline added).

The Virginia Supreme Court further explained what is meant by a same or different "cause of action" in the res judicata context, stating:

²⁰ Defendants want this Court to punish Plaintiff for not doing in the Virginia court what she could not do in the Virginia court. They would prevent Plaintiff from ever having her day in court and give Defendants an unwarranted free pass from liability for their delicts.

ROA 000575

ROA 000576

An important distinction must be drawn between “causes of action” and “rights of action.” “[A] cause of action is a set of operative facts which, under the substantive law, may give rise to a right of action.”

Id. at 248-49, 776 S.E.2d at 805 (internal citations omitted).

The operative facts giving rise in the Virginia federal litigation to the Amended Supplemental Complaint for breach of the 2010 Shareholder Agreement differ substantially from the operative facts creating the Stock Transfer causes of action in this litigation for setting aside inter vivos transfers due to lack of mental capacity, undue influence and mistake (causes of action Four through Six), the action to set aside inter vivos trust amendments due to lack of mental capacity, undue influence and mistake (causes of action Seven through Nine), the action to set aside putative transfer of personal property to inter vivos trust and/or Merrill Light (Tenth cause of action), fraud (Eleventh cause of action), conversion (Twelfth cause of action), unjust enrichment (Thirteenth cause of action), constructive trust and resulting trust (Fourteenth and Fifteenth causes of action), breach of fiduciary duty (Sixteenth cause of action), and civil conspiracy (Nineteenth cause of action).

In the Virginia federal litigation, after Plaintiff sought and obtained in 2015 company information withheld from her, CFRC sued her to obtain a declaratory judgment about who owned what stock in the company. Plaintiff counterclaimed against CFRC claiming (among other things) breach of the 2010 Shareholders Agreement related to sales of stock. The Virginia federal court then stayed Plaintiff’s counterclaim pending the investigation by a company committee. When in July 2015 the committee admitted it was not investigating any of the intra-family stock transfers, the federal court allowed Plaintiff to file a "Supplemental Complaint" regarding claims related to the Shareholders Agreement (the “contract claim”), as discussed above elsewhere. (Ex. 2, Dkt. # 90, Suppl. Compl.). This Supplemental Complaint only named

ROA 000576

ROA 000577

Merrill Light and CFRC as defendants, and only asserted claims against Merrill Light for issues related to the alleged sale of stock.

In response to the Supplemental Complaint, Paul Barringer moved to intervene in the case as a defendant, which the federal court granted. (Ex. 5, Dkt. # # 94 & 99, Mot. to Intervene and Order). The federal court subsequently granted a motion to dismiss the original Supplemental Complaint, but granted leave to file an Amended Supplemental Complaint, which Plaintiff filed on 11/6/15. (Ex. 6, Dkt. # 198, Am. Supp. Compl.). Because the federal court had earlier granted Paul Barringer's motion to intervene in the case as a defendant, the caption of the Amended Supplemental Complaint lists Paul Barringer as a party defendant, and the document identifies him as an "Intervenor-Defendant." However, no "claims" were asserted against Paul Barringer; the only relief sought pertains to Merrill Light. Paul Barringer purportedly chose to enter the lawsuit, but no claims were asserted against him ---nor could they be involving his revocable trust, which owned the voting stock, or a determination of his lack of capacity.²¹

As can be seen from a review of the Amended Supplemental Complaint filed by Hampton Luzak in the Virginia federal litigation, the operative facts in that action were based on the terms of the 2010 Shareholder Agreement. Such relevant facts included: (1) was consideration paid for the transfer; (2) were notices of the terms of the transfer provided to the contract parties and to CFRC; (3) did Merrill Light assign her purchase rights to CFRC as required under the contract; (4) did Merrill Light offer to sell the shares to CFRC on the same terms she acquired them; and (5) did Merrill Light breach her obligations under paragraph 3 of

²¹ Plaintiff raises this technical point because Defendants Merrill Light and Randy Light in their Memorandum make the bold-faced sinister statement that "**Luzak filed an Amended Supplemental Complaint... against... her father, Paul Barringer.**" (Defs' Mem. at 23) (bold in original). Further, despite Defendants' assertions, Plaintiff did not "file[] two Amended Complaints against her mother." (*Id.* at 1). Rather, she included her mother only in her capacity *as personal representative*, as the complaints clearly state, and only because that is the sole mechanism to include the estate in these matters involving, inter alia, Paul Barringer's estate.

ROA 000577

ROA 000578

the Shareholder Agreement to “notify the company upon the closing of the Barringer siblings’ acquisition of such shares, which notice shall contain all pertinent terms related to such acquisition . . .” (See Ex. 6, Dkt. # 198, Am. Suppl. Compl., ¶ 36).

The mental incapacity of Paul Barringer was never mentioned in the Amended Supplemental Complaint. Nor was the issue of Merrill Light’s undue influence and Randy Light’s aiding and abetting Merrill Light’s tortious activity ever mentioned in the Amended Supplemental Complaint. In the motions to dismiss filed by Defendants in the federal litigation, the presiding judge, Honorable Anthony Trenga, summarized the nature of the case as follows:

As the Court has previously indicated, this is a dispute over whether defendants violated the terms of the 2010 share purchase agreement. The Court previously ruled that the share purchase agreement unambiguously requires a transaction and involves a sale of stock, and the issue is whether the amended supplemental complaint adequately alleges a violation of that agreement.

That issue reduces to whether plaintiff’s allegations[,] with documentary support that the transaction involved good and valuable consideration[,] adequately alleges facts that make her claim plausible, that is, does the fact, which is uncontested, that certain documents evidencing the transaction state that there was consideration make it plausible that the transaction was a sale, as plaintiff contends, and not a gift, as the defendants contend.

Ex. 4, Dkt. # 266, Tr. of Dec. 11, 2015, p. 19, lns. 1-17.

Likewise the court similarly described the nature of the federal action in an earlier motions as follows: “...the plaintiff claims that a transfer of stock from her father to her sister, Ms. Light, violated the provisions of a share purchase agreement between the plaintiff, Ms. Luzak; her sister, Ms. Light; and her brother, [Victor C. Barringer]. . .” Ex. 7, Tr. of Oct. 23, 2015, Dkt. No. 183, p. 21, lns. 4-8.

Merrill Light’s own description of the case and the material facts involved also shows that the set of operative facts in the Virginia litigation were those pertaining to the breach of the 2010 Shareholder Agreement. Ms. Light stated in her motion for summary judgment as follows:

ROA 000578

ROA 000579

There are no genuine issues of material fact as to whether the assignment of the stock was a “sale” or “purchase” – or anything other than a gift. It was not. As a result, the terms of the 2010 Sibling Agreement were never triggered, much less breached.

Ex. 8, Merrill Light Br. in Support of Mot. for Summ. J., Dkt. No. 283 at 1.

Again the issues of mental competency and undue influence were not raised in the breach of contract action in the Virginia federal litigation – nor could they have been since those issues were irrelevant and not ripe, nor could that court determine the capacity of a South Carolina resident.

As the Virginia Supreme Court stated in Lee v. Spoden, a cause of action is a set of operative facts which give rise to a right of action. The Defendants point to the broad fact of the September 11, 2012 transaction wherein the voting stock of Paul Barringer was assigned to Merrill Light. But that fact in itself does not give rise to a right of action. Transfers of stock are made every day by family members including parents to their children. What creates a cause of action is the existence of associated wrongful conduct as pleaded by Hampton Luzak in this action such as the tortious conduct involving undue influence on Paul Barringer while he was suffering from mental incapacity, and the like. In the Virginia federal litigation the facts determining whether there was a right of action were based on the terms of a shareholder agreement and whether valuable consideration was exchanged or whether the matter was simply a gift. The set of operative facts which determine whether or not a cause of action existed were completely different between the two proceedings. Therefore the same “cause of action” necessary to bar a subsequent suit under res judicata simply does not exist in this matter.

The 2010 Shareholder Agreement that was the basis of the Virginia federal litigation is never mentioned in any of the 19 causes of action in the Amended Complaint. It forms no basis for any of Plaintiff’s causes of action. The agreement is mentioned in the general allegations in

ROA 000579

ROA 000580

one paragraph as part of the family history background (Am. Compl. ¶ 23) and in explanation about the Virginia federal litigation (¶¶ 104(b) – 108).

Because the set of operative facts giving rise to the right of action in the Amended Complaint differ completely from the set of facts at issue in the Virginia federal litigation, the causes of action therefore are distinct. Thus, res judicata is not a bar to any of the causes of action in Plaintiff's Amended Complaint because they were not and could not have been brought or raised in the Virginia litigation.

Though the Virginia federal litigation and the current Amended Complaint both involve the stock transfer commencing on September 11, 2012, that one factual link does not mean they are the same "cause of action." See Morrison v. Morrison, 284 Ga. at 115, 663 S.E.2d at 718 ("The fact that the subject matter of different lawsuits may be linked factually does not mean they are the same 'cause'. . . For [res judicata] to act as a bar, 'the cause of action in each suit must be identical.'") (internal citations omitted). The operative facts determining whether or not liability exists are distinctly different, making the doctrine of res judicata inapplicable. For the reasons discussed above, the Virginia federal court had no jurisdiction to determine operative facts involving the revocable trust and Paul Barringer's mental condition.²²

In any event, res judicata is not to be rigidly or mechanically applied when it would contravene other important public policies. Even if res judicata would otherwise apply, the courts should weigh the competing policies. See Bates v. Devers, 214 Va. 667, 202 S.E.2d 917

²² An additional reason that res judicata does not apply is that the parties are not the same as in the federal litigation. See Lee v. Spoden, *supra* (discussing the applicable Virginia Rule 1:6(a) requiring the second case to be against the *same party or parties*). Defendant Randy Light was not a party to the federal litigation, and despite Defendants assertion to the contrary, is not in privity with Defendant Merrill Light. As alleged herein, he separately performed a number of acts damaging Plaintiff, including inducing the filing of a gift tax return in 2015. (Am. Compl. ¶¶ 107 & 180). By contrast, the court in Lee v. Spoden held that that an individual who was the sole shareholder of an LLC was in privity with the LLC.

ROA 000580

ROA 000581

(1974) (“We recognized that in an appropriate case, res judicata, a doctrine based on public policy, may give way when in irreconcilable conflict with other, more important public policies.”); see also Nelson v. QHG of South Carolina, Inc., 354 S.C. 290, 580 S.E.2d 171 (Ct. App. 2003) (citing *inter alia* Johns v. Johns, 309 S.C. 199, 420 S.E.2d 856 (S.C. App. 1992)). Even if res judicata would otherwise apply in this case, which it does not, the public policy of due process and discouraging breach of fiduciary duty would tip the scales in favor of Plaintiff.

III. All the stock transfer causes of action state valid claims under Rule 12, SCRPC.

Defendants assert that various causes of action of the Plaintiff should be dismissed for failure to state a claim upon which relief may be granted. Each of the causes of action challenged by Defendants are addressed below:

A. Eleventh Cause of Action for fraud is properly alleged.

Defendants in their Memorandum assert that “Luzak fails to allege any injury that she personally sustained” to support their challenge to Plaintiff’s fraud cause of action. (Defs.’ Mem. at 38). However, Luzak alleged in paragraph 156(c): “The false representations and vital omissions [of Defendant Merrill Light] in sub-paragraphs (a) and (b) above were material as they confused Decedent Paul Barringer and induced him to purportedly transfer all of his CFRC voting stock to Defendant Merrill Light in 2012 . . .” In paragraph 156(d), Luzak alleged that she is “a shareholder of CFRC and on information and belief a person with an expectancy under her father’s estate plan” to receive the voting stock of CFRC. Plaintiff also alleged that she had an expectancy to receive half of the remaining voting stock held by her father in CFRC but for the wrongful interference of Defendant Merrill Light with the assistance of Defendant Randy Light. (Am. Compl., ¶ 85) (“[Plaintiff Hampton Luzak] did not envision that Merrill Light was stealing their father’s CFRC voting stock (half of which was intended for Hampton Luzak)

ROA 000581

ROA 000582

through her undue influence and Decedent Paul Barringer's lack of mental capacity"). Because of Merrill Light's false representations and vital omissions, Luzak was injured when she failed to receive the voting stock that her father otherwise intended to transfer to her. Therefore Luzak has alleged an injury that she personally sustained.

B. Plaintiff alleges that her expectancy interest in receiving the CFRC stock was converted by Merrill Light to herself.

Defendants in their Memorandum claim that "Luzak does not – and cannot – allege that anything was converted from Luzak" in asking this Court to dismiss the conversion cause of action in Count Twelve. However in paragraph 162, Luzak alleges that Defendant Merrill Light wrongfully took property in which "Plaintiff Hampton Luzak . . . was an intended beneficiary. . ." Also, as previously stated, Luzak alleged that "Merrill Light was stealing their father's CFRC voting stock, half of which was intended for Hampton Luzak" through her undue influence and Decedent Paul Barringer's lack of mental capacity." (Am. Compl., ¶ 85). Since Hampton Luzak had an expectancy interest in her father's inheritance and that interest was converted by Defendant Merrill Light to herself, Luzak has properly alleged a cause of action for conversion.

C. Plaintiff properly stated a cause of action for unjust enrichment in her Thirteenth cause of action for quantum meruit/unjust enrichment.

Defendants seek dismissal of Plaintiff's cause of action for quantum meruit/unjust enrichment on the basis that Plaintiff supposedly did not allege she conferred a non-gratuitous benefit on the Defendant. (Defs.' Mem. at 40). However in paragraph 165 of the Amended Complaint, Plaintiff Hampton Luzak alleged "Defendant Merrill Light has realized a non-gratuitous benefit by her appropriation of Decedent Paul Barringer's assets and Hampton Luzak's interests and expectancy. . ." As previously stated and alleged in paragraph 85 of the Amended Complaint, Plaintiff Hampton Luzak had an expectancy interest in receiving half of

ROA 000582

ROA 000583

her father's CFRC voting stock through gift or inheritance which interest Merrill Light conferred on herself. See Earthscapes Unlimited, Inc. v. Ulbrich, 390 S.C. 609, 616, 703 S.E.2d 221, 225 (2010) ("The elements of a quantum meruit claim are: (1) a benefit conferred upon the defendant by the plaintiff; (2) realization of that benefit by the defendant; and (3) retention by the defendant of the benefit under conditions that make it unjust for him to retain it without paying its value."). Here, Defendant Merrill Light conferred upon herself the CFRC stock in which Plaintiff Hampton Luzak had no intention of gratuitously transferring to Merrill Light.

Moreover, South Carolina also has a broader definition of unjust enrichment: "A party may be unjustly enriched when it has and retains benefits or money which in justice and equity belong to another. Unjust enrichment is an equitable doctrine which permits the recovery of that amount the defendant has been unjustly enriched at the expense of the plaintiff." Dema v. Tenet Physician Servs.-Hilton Head, Inc., 383 S.C. 115, 678 S.E.2d 430 (2009).

D. The South Carolina Supreme Court has effectively indicated a willingness to recognize intentional interference with an expected inheritance and gift.

Defendants claim that no civil cause of action for intentional interference with inheritancy and gifts or aiding and abetting the same exists under South Carolina law. (Defs.' Mem. at 40). South Carolina has not formally adopted or rejected the tort of intentional interference with inheritance. See Douglass Ex Rel. Louthian v. Boyce, 344 S.C. 5, 542 S.E.2d 715, 717 (2001) ("we have not adopted the tort of intentional interference with inheritance."); see also, Malloy v. Thompson, 409 S.C. 557, 762 S.E.2d 690, 692 (2014) ("this opinion must not be understood as either adopting or rejecting the tort of intentional interference with inheritance."). However, the Federal District Court for South Carolina, in analyzing our Supreme Court's statements on the tort of intentional interference with inheritance and closely related causes of action such as intentional interference with prospective contractual relations,

ROA 000583

ROA 000584

permitted a claim for intentional interference with inheritance. Judge David Norton explained:

Based on past well-considered *dicta*, the majority rule, treatises, and recent pronouncements of general rules or policies by the state's highest court, the court predicts that the South Carolina Supreme Court would recognize the tort of intentional interference with inheritance.

Wellin v Wellin, 135 F. Supp. 3d 502, 516 (D.S.C. 2015).

Further, the Wellin court, in a decision cited favorably in Defendants motion, declined to certify the question to the South Carolina Supreme Court since the numerous statements by the South Carolina Supreme Court provided sufficient pronouncements and landmarks on which to determine that this state's highest court would recognize the tort of intentional interference with inheritance and gifts. Id. at 517. After analyzing the Douglass case, along with the case of Fabian v. Lindsay²³ in which the South Carolina Supreme Court recognized for the first time a cause of action in both tort and contract by a third party beneficiary of an existing will or estate planning document against a lawyer whose drafting error defeated or diminished the client's intent, the Wellin court stated: "It appears likely that the South Carolina Supreme Court would adopt the tort of intentional interference with inheritance, and in doing so, the court would require plaintiffs to prove the elements set forth in Douglass." Id.

Defendants are asking this Court to allow an issue of novel impression to be rejected on a motion to dismiss. Unless there is no dispute on the underlying facts and development of the record would not aid in the resolution of the issues, important questions of novel impression should not be decided on a motion to dismiss. Evans v. State, 344 S.C. 60, 67-68, 543 S.E.2d 547, 551 (2001) (holding trial court erred by dismissing novel issue under Rule 12(b)(6) where testimony would have clarified the issues in dispute). This case is not one of simple statutory construction but may very well have significant factual disputes. Since the elements of

²³ Fabian v. Lindsay, 410 S.C. 475, 765 S.E.2d 132, 141 (2014).

ROA 000584

ROA 000585

intentional interference have not been definitively decided in South Carolina, development of the record would aid the Court in determining what should be the elements of the tort. See Unisys Corp. v. S.C. Budget & Control Bd. Div. of Gen. Servs. Info. Tech. Mgmt. Office, 346 S.C. 158, 165, 551 S.E.2d 263, 267 (2001) (holding important questions of novel impression should not be decided on a motion to dismiss except where the dispute is not as to the underlying facts but as to the interpretation of the law, and development of the record will not aid in the resolution of the issues). For additional authority holding that while a motion to dismiss may be granted where a question of first impression before the court is one of simple statutory construction, generally a novel issue should not be decided pursuant to a Rule 12(b)(6) motion, see also Garner v. Morrison Knudsen Corp., 318 S.C. 223, 456 S.E.2d 907 (1995); see also, Flannigan, South Carolina Civil Procedure (3rd ed. 2010); cf. Kubic v. MERSCORP Holdings, Inc., 416 S.C.161, 168, 785 S.E.2d 595, 598 (2016).

E. South Carolina recognizes aiding and abetting tortious conduct such as conversion.

Defendants claim that there is no civil cause of action for aiding and abetting conversion under South Carolina law. The South Carolina appellate courts however have repeatedly recognized aiding and abetting claims for numerous tort causes of action and have not rejected any aiding and abetting tort claims except where explicitly preempted by a specific statute. See Future Group, II v. NationsBank, 324 S.C. 89, 100, 478 S.E.2d 45, 50 (1996) (acknowledging the elements for aiding and abetting breach of fiduciary duty); see also, Vortex Sports and Entertainment, Inc. v. Ware, 378 S.C. 197, 662 S.E.2d 444 (Ct. App. 2008) (upholding verdict for aiding and abetting breach of fiduciary duty); see also, Broadmoor Apts. of Charleston v. Horwitz, 306 S.C. 482, 413 S.E.2d 9 (1991) (“as a general rule, liability for an abuse of process extends to all who knowingly participate, aid, or abet in the abuse”); see also, Skipper v. Hartley,

ROA 000585

ROA 000586

242 S.C. 221, 130 S.E.2d 486 (1963) (finding that “all who willfully participate in speed competition between motor vehicles on a public highway are jointly and concurrently negligent”); see also, Singleton v. Hughes, 245 S.C. 169, 171, 139 S.E.2d 747, 748 (1965) (accepting legal principle of aiding and abetting contributory recklessness as an affirmative defense but upholding verdict because aiding and abetting ended before accident occurred); see also, Lowndes Products Inc. v. Brower, 259 S.C. 322, 337, 191 S.E.2d 761, 769 (1972) (upholding claim of aiding and abetting breach of duty of agent to principal); cf. Atlanta Skin & Cancer Clinic v. Hallmark General Partners, Inc., 320 S.C. 113, 463 S.E.2d 600 (1995) (holding no implied common law cause of action for aiding and abetting securities fraud outside of express remedy in Uniform Securities Act specifically providing for aider and abettor liability).

Since South Carolina law permits claims for aiding and abetting tortious conduct except where specifically preempted by statute, Luzak’s claims against Defendant Randy Light for aiding and abetting fraud, conversion, breach of fiduciary duty and intentional interference with inheritance and gifts are permissible claims. Also, to the extent this cause of action is considered a novel issue, this claim should not be decided on a motion to dismiss on the pleadings. (See Part D above).

F. Aiding and abetting fraud.

Defendants claim there is no civil cause of action for aiding and abetting fraud under South Carolina law. But see Oster v. Kirschner, 77 A.D.3d 51, 905 N.Y.S.2d 69 (1st Dept. 2010) (upholding pleading requirement for aiding and abetting fraud claim where actual knowledge and substantial assistance alleged). For the reasons stated in **Part E** above on the issue of aiding and abetting, Plaintiff’s claim for aiding and abetting fraud is valid.

ROA 000586

ROA 000587

G. Civil conspiracy properly alleged.

Defendants assert that Plaintiff's civil conspiracy cause of action fails because Plaintiff did not allege additional acts in furtherance of the alleged conspiracy and that Plaintiff failed to allege special damages. Both assertions are incorrect.

In paragraph 191 of Plaintiff's civil conspiracy cause of action, Plaintiff alleged that CFRC CEO Travis Bryant and insurance agent Robert Slane conspired with Defendants Merrill Light and Randy Light to injure Plaintiff Hampton Luzak. None of the other causes of action allege any conduct of Travis Bryant or Robert Slane as a basis for the claims. Paragraph 107 of the General Allegations alleges that Travis Bryant along with Defendant Randy Light and Merrill Light's attorney John Jolley without authorization procured a belated gift tax return in 2015 for the September 11, 2012 stock transfer from Paul Barringer to Merrill Light. In paragraph 180 Plaintiff alleged that this belated gift tax return of Decedent Paul Barringer was procured "in order to give the ostensible voting stock transfer a false appearance of legitimacy." After incorporating all previous paragraphs into the civil conspiracy cause of action in paragraph 190, Plaintiff Hampton Luzak alleged that Travis Bryant's actions were part of a conspiracy "for the purpose of injuring Plaintiff Hampton Luzak" and that "Robert Slane and various agents or representatives of CFRC, including but not limited to Travis Bryant, conspired among themselves for the purpose of injuring Plaintiff Hampton Luzak." Therefore the civil conspiracy cause of action raises actions of concerted conduct not addressed in the other causes of action.

In paragraph 192, Hampton Luzak alleges that Merrill Light with the cooperation of her co-conspirators such as Randy Light and Travis Bryant, have conspired to sell off integral portions of CFRC thereby busting up the company, and have actually carried out such sales to date. Because of the conspiracy of Merrill Light and others to break up CFRC, Hampton Luzak

ROA 000587

ROA 000588

and her family will no longer be able to participate in the Barringer family business and will be “unable to enjoy the lifetime benefits of having one’s own business for her family, including her husband and son to work in.” Plaintiff further stated: “As a direct and proximate result of the actions and conduct of Defendants Merrill Light and Randy Light as well as their co-conspirators, Plaintiff Hampton Luzak directly or indirectly suffered special damages as set forth herein, including, but not limited to, the loss of the expected inheritance and gifts from Decedent Paul Barringer as desired by Decedent Paul Barringer as well as the potential loss of CFRC or parts thereof as a family business.” (Am. Compl. ¶192). Plaintiff Hampton Luzak has therefore alleged special damages. The loss of participating in a family business is the natural and proximate, but not the necessary, result of the wrongful appropriation of the CFRC voting stock from Decedent Paul Barringer. See Sheek v. Lee, 289 S.C. 327, 345 S.E.2d 496 (1986) (defining special damages for conspiracy as damages for losses that are the natural and proximate, but not the necessary result of the injury); see also, James v. Pratt and Whitney, 2005 WL 670623 at *4 (4th Cir. March 23, 2005). Here, Plaintiff has specifically pled special damages in accordance with Rule 9(g), SCRCP.

H. Plaintiff is entitled to plead causes of action for constructive and resulting trusts.

Defendants claim that since the causes of action for constructive and resulting trust address remedies and that the other causes of action do not properly state claims, the causes of action for constructive and resulting trust should therefore be dismissed. Following Defendants’ logic, if the other causes of action properly state claims, then the causes of action for consulting and resulting trust should therefore be available as remedies to address the wrongful transfer of Decedent Paul Barringer’s CFRC voting stock to Defendant Merrill Light

In addition, constructive trust is an equitable remedy for moving property into the rightful

ROA 000588

ROA 000589

owner's hands. See Beatty v. Guggenheim Exploration Co., 122 N.E.378 (N.Y. 1919); See In re Thames, 21 B.R. 704 (Bankr. S.C. 1981); Lollis v. Lollis, 291 S.C. 525, 354 S.E.2d 559 (1987); Smith v. S.C. Ret. Sys., 336 S.C. 505, 420 S.E.2d 339 (Ct. App. 1999), *reh'g denied*; McNair v. Rainsford, 330 S.C. 332, 499 S.E.2d 488 (Ct. App. 1998); Dye v. Gainey, 320 S.C. 65, 463 S.E.2d 97 (S.C. Ct. App. 1995); Chapman v. Citizens & S. Nat'l Bank of S.C., 302 S.C. 469, 395 S.E.2d 446 (S.C. Ct. App. 1990).

A resulting trust simply arises when an attempt to create a trust fails. See Restatement (Third) of Trusts, § 8; See Brunson v. Sports, 239 S.C. 58, 121 S.E.2d 294 (1961); Ford v. Dangerfield, 295 S.C. Eq. (8 Rich. Eq.) 95 (S.C. 1856). Since Merrill Light, who was a purported trustee of the Paul Barringer Revocable Trust, wrongfully moved trust assets into her own trust, it would be appropriate for this Court to provide an equitable remedy of moving the property, *i.e.*, the CFRC voting stock, into its proper hands—that being in the possession of Plaintiff Hampton Luzak to the extent of her expected inheritance and/or gift of one-half of the stock.

I. Causes of action for aiding and abetting against Randy Light are properly alleged.

Defendants claim that since Merrill Light did nothing wrong, the claims against Randy Light for aiding and abetting therefore cannot go forward. Conversely, however, if the allegations against Merrill Light stand, then the claims against Randy Light for aiding and abetting Merrill Light's actions would therefore stand.

Since the claims against Merrill Light are properly presented and alleged, the aiding and abetting claims against Randy Light are valid.

ROA 000589

ROA 000590

IV. Challenges to the 2012 Paul B. Barringer Revocable Trust Amendments are timely and properly stated.

Plaintiff Hampton Luzak incorporates her statements and arguments set forth earlier in this Memorandum regarding the statute of limitations and that she did not know about the 2012 Revocable Trust amendments until 2015. As can be seen in the P. Barringer Privilege Log attached to the Amended Complaint as Exhibit 2, the Barringer Revocable Trust was amended on February 28, 2012 and July 20, 2012. This Privilege Log was not produced until after CFRC commenced the federal court litigation in April 2015. (Ex. 9, Am. Compl., ¶ 34 and Exhibit 2 thereto). The Privilege Log contains a section showing who received the specific documents listed. For the Revocable Trust amendments on February 28, 2012 and July 20, 2012, the Privilege Log contains a blank in the recipient box indicating that no one received a copy of the trust amendment. At the very least, this omission shows that Plaintiff Hampton Luzak was not a recipient of these trust amendments.

As pointed out earlier, Plaintiff Hampton Luzak was denied the request to see documents related to the Paul Barringer Revocable Trust in the Virginia federal litigation. Plaintiff Hampton Luzak to this day has not received a copy of the Revocable Trust or its amendments to date. Further, Plaintiff Hampton Luzak has alleged: “Defendant Merrill Light concealed from Plaintiff Hampton Luzak all information about any of the purported trust amendments or the substance of any estate planning meetings leading up to the amendments.” (Am. Compl., ¶ 147).

Moreover, the Privilege Log is dated October 15, 2015. Plaintiff commenced this action on August 26, 2016. Therefore, Plaintiff filed this action in less than one year after receipt of the Privilege Log showing the date of amendments to the Paul Barringer Revocable Trust. In addition, because the Paul Barringer Revocable Trust was revocable by Paul Barringer until his

ROA 000590

ROA 000591

death on May 30, 2016, Plaintiff did not have standing to bring an action challenging the 2012 trust amendments until May 30, 2016. See S.C. Code Ann. § 62-7-603, discussed above.

V. Attorney fees are allowed under the South Carolina Probate and Trust Codes.

Defendants claim that Plaintiff's request for attorney fees are invalid and are not recognized under South Carolina law. However both the South Carolina Probate Code and the South Carolina Trust Code specifically allow an award of attorney fees. South Carolina Probate Code § 62-1-111 provides: "In a formal proceeding, the court, as justice and equity may require, may award costs and expenses, including reasonable attorney's fees, to any party, to be paid by another party or from the estate that is the subject of the controversy." South Carolina Trust Code § 62-7-1004 provides: "In a judicial proceeding involving the administration of a trust, the court, as justice and equity may require, may award costs and expenses, including reasonable attorney's fees, to any party, to be paid by another party or from the trust that is the subject of the controversy." Therefore, Plaintiff's claim for attorney fees is authorized by statute.

CONCLUSION

All of the causes of action of Plaintiff Hampton Luzak are validly stated and meritorious. Therefore, this Court should deny Defendants' request for dismissal of Plaintiff's causes of action.

Respectfully submitted,

/s/: James R. Gilreath
 James R. Gilreath (S.C. Bar # 2133)
 William M. Hogan (S.C. Bar # 65272)
 THE GILREATH LAW FIRM, P.A.
 110 Lavinia Avenue (29601)
 P. O. Box 2147
 Greenville, South Carolina 29202
 Phone: (864) 242-4727
 Fax: (864) 232-4395
jim@gilreathlaw.com

ROA 000591

ROA 000592

bhogan@gilreathlaw.com

and

S. Alan Medlin (S.C. Bar No. 3924)
1713 Phelps Street
Columbia, SC 29205
Telephone: (803) 777-7465
Fax: (803) 777-7465
amedlin@sc.rr.com

and

Charles B. Macloskie (S.C. Bar No. 3514)
MACLOSKIE LAW FIRM
P.O. Box 280
1506 Prince Street
Beaufort, SC 29901
Telephone: (843) 524-0909
Fax: (843) 521-1379
macloskielawfirm@hargray.com

**ATTORNEYS FOR PLAINTIFF
HAMPTON B. LUZAK**

March 13, 2017
Greenville, South Carolina.

ROA 000592

ROA 000593

Exhibit 1

**Dkt. # 376-3 - Second Amended Objections and Response of
Defendant Merrill B. Light to Plaintiff Hampton B. Luzak's
First Set of Interrogatories**

ROA 000593

ROA 000594

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

HAMPTON B. LUZAK,

Plaintiff,

v.

MERRILL B. LIGHT, PAUL B.
BARRINGER, II, AND COASTAL FOREST
RESOURCES COMPANY,

Defendants.

Case No. 1:15-cv-501 (AJT/IDD)

**SECOND AMENDED OBJECTIONS AND RESPONSES OF DEFENDANT
MERRILL B. LIGHT TO PLAINTIFF HAMPTON B. LUZAK'S
FIRST SET OF INTERROGATORIES TO DEFENDANT MERRILL B. LIGHT**

Pursuant to Federal Rules of Civil Procedure 26 and 33 and Local Rule 26(C), Defendant Merrill B. Light ("Ms. Light" or "Defendant"), by and through her undersigned counsel, provides the following Second Amended Responses and Objections ("Responses") to Plaintiff Hampton B. Luzak's ("Ms. Luzak" or "Plaintiff") First Set of Interrogatories to Defendant Merrill B. Light ("Interrogatories").

These Responses are based on Ms. Light's interpretation and understanding of the Interrogatories based on her current knowledge, understanding, and belief as to the facts and the information available to her as of the date of the Responses, as well as the Court's Orders dated October 2, 2015, October 16, 2015, December 11, 2015, January 22, 2016, and January 29, 2016. The Responses are being given without prejudice to Ms. Light's right to revise, amend, correct, supplement, modify, or clarify her Responses. Ms. Light also reserves the right to complete her investigation and discovery of the facts, to produce subsequently discovered information, and to

ROA 000594

ROA 000595

introduce such subsequently discovered information at the time of any hearing or trial in this action.

In responding to Plaintiffs' Interrogatories, Ms. Light does not waive any objection that may be applicable to: (a) the use for any purpose of any information or documents given in response to Plaintiff's Interrogatories, or (b) the authenticity, admissibility, relevancy, or materiality of any of the information or documents to any issue in this case.

Ms. Light also does not waive any objection made in these Responses, or any claim of privilege, whether expressly asserted or not, by providing any information or identifying any document or thing in response to an Interrogatory. The inadvertent disclosure of such information or the inadvertent identification any documents shall not constitute a waiver of any applicable privilege as to that document or any other document identified or produced by Ms. Light.

All objections as to privilege, immunity, relevance, authenticity, or admissibility of any information or documents herein are expressly reserved.

To the extent called for by any Interrogatory, confidential material will be made available after the entry of a suitable Order or agreement between the parties regarding their disclosure in this matter.

In the event of a discovery dispute, Ms. Light's counsel is prepared to meet with Ms. Luzak's counsel to discuss and, if possible, resolve any disputes that may arise concerning the meaning, scope, and relevance of Ms. Luzak's Interrogatories or the adequacy of Ms. Light's Responses.

ROA 000595

ROA 000596

OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

Ms. Light objects to the Instructions and Definitions to the extent that they seek to impose obligations greater than those imposed or authorized by the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the Eastern District of Virginia, and any other applicable laws or rulings of this Court.

1. Ms. Light objects to the definition of “you” and “your” as overbroad and unduly burdensome to the extent that it seeks information outside the possession, custody, or control of Ms. Light.

2. Ms. Light objects to the definition of “document” as overbroad and unduly burdensome to the extent that it seeks to impose an obligation greater than those imposed or authorized by the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the Eastern District of Virginia, and any other applicable laws or rulings of this Court.

OBJECTIONS AND RESPONSES TO SPECIFIC INTERROGATORIES

INTERROGATORY NO. 1:

The Stock Power and Assignment of Shares documents (Coastal 005-007) provide that the shares were assigned and transferred for “valuable consideration.” Please describe all such consideration provided in connection with the transfer of those shares.

AMENDED OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 1:

Ms. Light incorporates her Objections to Instructions and Definitions above by reference as if fully set forth herein.

Ms. Light objects to this Interrogatory to the extent that it seeks privileged information, including information protected in whole or in part by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity under federal or state law.

ROA 000596

ROA 000597

Ms. Light further objects to this Interrogatory to the extent that it calls for a legal conclusion.

Subject to and without waiving her objections, Ms. Light states that Paul B. Barringer, II assigned to Ms. Light on September 11, 2012, 38,271 voting shares of CFRC for no money or transfer of property. Mr. Barringer never stated that he was interested in selling any shares of CFRC stock to Ms. Light in September 2012, Mr. Barringer never offered to sell the 38,271 shares of stock to Ms. Light in September 2012, and there was no sale of the 38,271 shares by Mr. Barringer to Ms. Light in September 2012. There was also no purchase by Ms. Light of the 38,271 shares from Mr. Barringer. There was also no agreement by Ms. Light to purchase the 38,271 shares from Mr. Barringer. Neither Ms. Light nor any of her trusts transferred any money or property to Mr. Barringer, his trusts or any of his designees in connection with the assignment of the 38,271 shares of CFRC stock. Instead, the 38,271 voting shares of CFRC stock that Mr. Barringer assigned to Ms. Light on September 11, 2012 was a gift.

INTERROGATORY NO. 2:

From June 2012 through December 2012, did Ms. Light or any of her trusts transfer any money or property to Mr. Barringer, his trusts or any of his designees?

RESPONSE TO INTERROGATORY NO. 2:

No.

INTERROGATORY NO. 3:

In connection with the September 2012 transfer of voting control to Ms. Light, did Ms. Light provide Mr. Barringer any promise or assurance regarding (a) the composition of the CFRC Board, including Mr. Barringer's continued service on the CFRC Board; (b) the makeup of CFRC's top officers, including a role for Mr. Barringer; or (c) the strategic direction of CFRC, including whether the Company or any of its assets would be sold or the Company restructured?

AMENDED OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 3:

ROA 000597

ROA 000598

Ms. Light incorporates her Objections to Instructions and Definitions above by reference as if fully set forth herein.

Ms. Light further objects to this Interrogatory as having been served out of time.

Ms. Light further objects to this Interrogatory to the extent that it seeks privileged information, including information protected in whole or in part by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity under federal or state law.

Ms. Light further objects to this Interrogatory because it seeks information beyond the discovery parameters permitted by Judge Trenga and Magistrate Judge Davis in this case (*see* October 2, 2015 Order (Dkt. 130), October 16, 2015 Order (Dkt. No. 147), and Judge Trenga's December 11, 2015 Order (Dec. 11, 2015 Hr'g Tr. at 22:13-19, 23:21, and 24:4-5).)

Subject to and without waiving her objections, Ms. Light states that Ms. Light did not provide to Mr. Barringer any promise or assurance regarding (a) the composition of the CFRC Board, including Mr. Barringer's continued service on the CFRC Board; (b) the makeup of CFRC's top officers, including a role for Mr. Barringer; or (c) the strategic direction of CFRC, including whether the Company or any of its assets would be sold or the Company restructured.

INTERROGATORY NO. 4:

Please state the date you first learned of the possibility of the transfer of voting stock from the PB Rev. Trust to Merrill Light or the Merrill Barringer Light Revocable Trust, and explain how you learned of this possibility, and your understanding of who first conceived of the idea of the transfer.

AMENDED OBJECTIONS AND RESPONSES TO INTERROGATORY NO. 4:

Ms. Light incorporates her Objections to Instructions and Definitions above by reference as if fully set forth herein.

Ms. Light further objects to this Interrogatory as having been served out of time.

ROA 000598

ROA 000599

Ms. Light further objects to this Interrogatory to the extent that it seeks privileged information, including information protected in whole or in part by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity under federal or state law.

Ms. Light further objects to this Interrogatory because it seeks information beyond the discovery parameters permitted by Judge Trenga and Magistrate Judge Davis in this case (*see* October 2, 2015 Order (Dkt. 130), October 16, 2015 Order (Dkt. No. 147), and Judge Trenga's December 11, 2015 Order (Dec. 11, 2015 Hr'g Tr. at 22:13-19, 23:21, and 24:4-5).)

Subject to and without waiving her objections, Ms. Light states that she believes that she first learned of the possibility of the transfer of voting stock from the PB Rev. Trust to Merrill Light or the Merrill Barringer Light Revocable Trust in approximately August 2012, when her father, Mr. Barringer, informed her that he had decided to give her additional stock in CFRC.

INTERROGATORY NO. 5:

PBARRINGER 000111 represents that you were Co-Trustee of the PB Rev. Trust. When did you become Co-Trustee of the PB Rev. Trust, and did you serve continuously as Co-Trustee of the PB Rev. Trust from April 2012 through 2013?

AMENDED OBJECTIONS AND RESPONSES TO INTERROGATORY NO. 5:

Ms. Light incorporates her Objections to Instructions and Definitions above by reference as if fully set forth herein.

Ms. Light further objects to this Interrogatory as having been served out of time.

Ms. Light further objects to this Interrogatory to the extent that it seeks privileged information, including information protected in whole or in part by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity under federal or state law.

ROA 000599

ROA 000600

Ms. Light further objects to this Interrogatory because it seeks information beyond the discovery parameters permitted by Judge Trenga and Magistrate Judge Davis in this case (*see* October 2, 2015 Order (Dkt. 130), October 16, 2015 Order (Dkt. No. 147), and Judge Trenga's December 11, 2015 Order (Dec. 11, 2015 Hr'g Tr. at 22:13-19, 23:21, and 24:4-5.).)

Subject to and without waiving her objections, Ms. Light states that she believes that she became a Co-Trustee of the PB Rev. Trust in approximately February 2012, and served as Co-Trustee of the PB Rev. Trust from at least April 2012 through 2013.

INTERROGATORY NO. 6:

In your capacity Co-Trustee of the PB Rev. Trust, did you approve of the transfer of 38,271 voting shares from the PB Rev. Trust to the Merrill Barringer Light Revocable Trust? If not, why not?

AMENDED OBJECTIONS AND RESPONSES TO INTERROGATORY NO. 6:

Ms. Light incorporates her Objections to Instructions and Definitions above by reference as if fully set forth herein.

Ms. Light further objects to this Interrogatory as having been served out of time.

Ms. Light further objects to this Interrogatory to the extent that it seeks privileged information, including information protected in whole or in part by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity under federal or state law.

Ms. Light further objects to this Interrogatory because it seeks information beyond the discovery parameters permitted by Judge Trenga and Magistrate Judge Davis in this case (*see* October 2, 2015 Order (Dkt. 130), October 16, 2015 Order (Dkt. No. 147), and Judge Trenga's December 11, 2015 Order (Dec. 11, 2015 Hr'g Tr. at 22:13-19, 23:21, and 24:4-5.).)

ROA 000600

ROA 000601

Subject to and without waiving her objections, Ms. Light states that she did not formally approve the transfer of 38,271 voting shares from the PB Rev. Trust to the Merrill Barringer Light Revocable Trust, and it is her understanding that she was not required to approve the transfer under the terms of the PB Rev. Trust.

INTERROGATORY NO. 7:

Please state whether between September 2012 and January 1, 2015, you revealed to any CFRC shareholder (besides Mr. Barringer) that 38,271 CFRC voting shares were transferred from the PB Rev. Trust to the Merrill Barringer Light Revocable Trust; if so, please identify the shareholder, the date the transfer was revealed to the shareholder, and the circumstances of the disclosure.

AMENDED OBJECTIONS AND RESPONSES TO INTERROGATORY NO. 7:

Ms. Light incorporates her Objections to Instructions and Definitions above by reference as if fully set forth herein.

Ms. Light further objects to this Interrogatory as having been served out of time.

Ms. Light further objects to this Interrogatory to the extent that it seeks privileged information, including information protected in whole or in part by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity under federal or state law.

Ms. Light further objects to this Interrogatory because it seeks information beyond the discovery parameters permitted by Judge Trenga and Magistrate Judge Davis in this case (*see* October 2, 2015 Order (Dkt. 130), October 16, 2015 Order (Dkt. No. 147), January 22, 2016 (Dkt. 325), and Judge Trenga's December 11, 2015 Order (Dec. 11, 2015 Hr'g Tr. at 22:13-19, 23:21, and 24:4-5) and January 29, 2016 Order (Dkt. 353).)

Subject to and without waiving her objections, Ms. Light states that, besides her father, she does not recall having any conversations with any CFRC shareholders that 38,271 of CFRC

ROA 000601

ROA 000602

voting shares were transferred from the PB Rev. Trust to the Merrill Barringer Light Revocable Trust. Ms. Light believes that her husband may have had conversations with J. Travis Bryant that 38,271 of CFRC voting shares were transferred from the PB Rev. Trust to the Merrill Barringer Light Revocable Trust.

INTERROGATORY NO. 8:

On what date were the Assignment of Shares and Stock Power (CFRC 005-007) signed by (1) Mr. Barringer; and (2) Ms. Light?

OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 8:

Ms. Light incorporates her Objections to Instructions and Definitions above by reference as if fully set forth herein.

Ms. Light objects to this Interrogatory to the extent that it seeks privileged information, including information protected in whole or in part by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity under federal or state law.

Subject to and without waiving her objections, to the extent the information is not privileged, Ms. Light states that to the best of her knowledge, the Assignment of Shares and Stock Power were signed by Mr. Barringer and Ms. Light on September 11, 2012.

INTERROGATORY NO. 9:

Ms. Light maintains that the transfer of the 38,271 CFRC voting shares from the PB Rev. Trust to the Merrill Barringer Light Revocable Trust was a "gift." Please identify all persons whom you told the transaction was a "gift" in 2012 and 2013 and identify all such communications.

AMENDED OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 9:

Ms. Light incorporates her Objections to Instructions and Definitions above by reference as if fully set forth herein.

Ms. Light further objects to this Interrogatory as having been served out of time.

ROA 000602

ROA 000603

Ms. Light further objects to this Interrogatory to the extent that it seeks privileged information, including information protected in whole or in part by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity under federal or state law.

Ms. Light further objects to this Interrogatory because it seeks information beyond the discovery parameters permitted by Judge Trenga and Magistrate Judge Davis in this case (*see* October 2, 2015 Order (Dkt. 130), October 16, 2015 Order (Dkt. No. 147), January 22, 2016 (Dkt. 325), and Judge Trenga's December 11, 2015 Order (Dec. 11, 2015 Hr'g Tr. at 22:13-19, 23:21, and 24:4-5) and January 29, 2016 Order (Dkt. 353).)

Subject to and without waiving her objections, to the extent the information is not privileged, Ms. Light states that she discussed the fact that the stock transfer was a gift with her father (Paul Barringer, II), her mother (Merrill Barringer), her husband (J. Randolph Light, Jr.), and John Jolley in 2012 and/or 2013. Ms. Light also believes that her husband had conversations with J. Travis Bryant that the stock transfer was a gift in 2012 and/or 2013.

INTERROGATORY NO. 10:

Was Merrill Light a co-trustee of the Paul Barringer Irrevocable Trust? Did Ms. Light participate as a co-trustee of any Paul Barringer trust in the decisions regarding and execution of the May 2012 transfers of Mr. Barringer's 38,272 shares of CFRC voting stock to Mr. Barringer's Irrevocable Trust, then to the PB Rev. Trust?

AMENDED OBJECTIONS AND RESPONSES TO INTERROGATORY NO. 10:

Ms. Light incorporates her Objections to Instructions and Definitions above by reference as if fully set forth herein.

Ms. Light further objects to this Interrogatory as having been served out of time.

Ms. Light further objects to this Interrogatory to the extent that it seeks privileged information, including information protected in whole or in part by the attorney-client privilege,

ROA 000603

ROA 000604

the attorney work product doctrine, or any other applicable privilege or immunity under federal or state law.

Ms. Light further objects to this Interrogatory because it seeks information beyond the discovery parameters permitted by Judge Trenga and Magistrate Judge Davis in this case (*see* October 2, 2015 Order (Dkt. 130), October 16, 2015 Order (Dkt. No. 147), and Judge Trenga's December 11, 2015 Order (Dec. 11, 2015 Hr'g Tr. at 22:13-19, 23:21, and 24:4-5).)

Subject to and without waiving her objections, Ms. Light understands that there is no Paul Barringer Irrevocable Trust.

INTERROGATORY NO. 11:

Did the Merrill Barringer Light Revocable Trust receive all dividends paid on the 38,271 CFRC voting shares after September 11, 2012? When was the first such dividend received by the Merrill Barringer Light Revocable Trust?

AMENDED OBJECTIONS AND RESPONSES TO INTERROGATORY NO. 11:

Ms. Light incorporates her Objections to Instructions and Definitions above by reference as if fully set forth herein.

Ms. Light further objects to this Interrogatory to the extent that it seeks privileged information, including information protected in whole or in part by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity under federal or state law.

Ms. Light further objects to this Interrogatory because it seeks information beyond the discovery parameters permitted by Judge Trenga and Magistrate Judge Davis in this case (*see* October 2, 2015 Order (Dkt. 130), October 16, 2015 Order (Dkt. No. 147), and Judge Trenga's December 11, 2015 Order (Dec. 11, 2015 Hr'g Tr. at 22:13-19, 23:21, and 24:4-5).)

ROA 000604

ROA 000605

Subject to and without waiving her objections, to the extent the information is not privileged, Ms. Light states that her investigation as to this issue is ongoing, but that her current understanding is that the Merrill Barringer Light Revocable Trust received dividends paid on the 38,271 CFRC voting shares beginning in April 2013. Ms. Light's investigation into this issue is ongoing, and she reserves the right to amend this response as and when appropriate.

Dated: February 3, 2016

Respectfully submitted,

/s/ Charles B. Molster III

Charles B. Molster, III

Virginia Bar No. 23613

Adam S. Nadelhaft

WINSTON & STRAWN LLP

1700 K Street, N.W.

Washington, D.C. 20006-3817

Telephone: (202) 282-5988

Facsimile: (202) 282-5100

cmolster@winston.com

ATTORNEYS FOR DEFENDANT

MERRILL BARRINGER LIGHT

ROA 000605

ROA 000606

CERTIFICATE OF SERVICE

I hereby certify that on this 3d day of February 2016, a true and correct copy of the foregoing Second Amended Responses and Objections of Defendant Merrill B. Light to Plaintiff Hampton B. Luzak's First Set of Interrogatories to Defendant Merrill B. Light was served via email to Plaintiff's counsel of record:

Matthew Michael Leland
King & Spalding
1700 Pennsylvania Ave NW
Suite 200
Washington, DC 20006-4706
(202) 626-5527
Email: mleland@kslaw.com

Michael R. Smith
Julia Barrett
1180 Peachtree Street, N.E.
Atlanta, GA 30309
(404) 572-4600
Email: mrsmith@kslaw.com
Email: jbarrett@kslaw.com

By: /s/ Charles B. Molster
Charles B. Molster, III

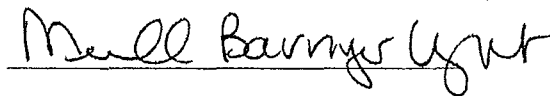
ROA 000606

ROA 000607

VERIFICATION

I hereby swear and affirm that the foregoing SECOND AMENDED OBJECTIONS AND RESPONSES OF DEFENDANT MERRILL B. LIGHT TO PLAINTIFF HAMPTON B. LUZAK'S FIRST SET OF INTERROGATORIES TO DEFENDANT MERRILL B. LIGHT are true and correct to the best of my knowledge and belief, under penalty of perjury.

Dated: 2-3-16

A handwritten signature in black ink, appearing to read "Merrill Barringer Light", written over a horizontal line.

MERRILL BARRINGER LIGHT

ROA 000607

ROA 000608

Exhibit 2

Dkt. # 90 - Supplemental Complaint

ROA 000608

ROA 000609

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

HAMPTON B. LUZAK,	:	
	:	
Plaintiff,	:	Civil Action No. 1:15-CV-501
	:	AJT/JFA
MERRILL B. LIGHT and COASTAL FOREST RESOURCES COMPANY,	:	
	:	
Defendants	:	
	:	

SUPPLEMENTAL COMPLAINT AND DEMAND FOR JURY TRIAL

Introduction

1. Plaintiff Hampton B. Luzak (“Ms. Luzak”) files this Supplemental Complaint for breach of a 2010 shareholders agreement requiring Merrill B. Light (“Ms. Light”) to provide written notice to Coastal Forest Resources Company (“CFRC” or the “Company”) of both her right to acquire, and her acquisition of, certain CFRC shares, and to provide CFRC the opportunity to acquire those shares on the same terms. Ms. Light or trusts she established for her benefit or the benefit of her lineal descendants have acquired a substantial number of CFRC shares since February 1, 2010, and Ms. Light has breached the shareholders agreement by failing to provide the required notices to CFRC so CFRC can determine whether to exercise its right to acquire those shares on the same terms.

Jurisdiction and Venue

2. This Court has diversity jurisdiction under 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds the sum of \$75,000 exclusive of interests and costs and the suit is between citizens of different states.

ROA 000609

ROA 000610

3. All parties to this action consented to the personal jurisdiction of this Court in the Agreement Regarding Right to Purchase Shares of Coastal Forest Resources Company dated February 1, 2010 (the “Shareholders Agreement”).

4. Venue is proper in this district and division under 28 U.S.C. § 1391(b)(2) and E.D. Va. Local Rule 3(C) because this is the district and division in which a substantial part of the events or omissions giving rise to the claim occurred and/or where a substantial part of the property that is the subject of this action is located.

Parties

5. Hampton B. Luzak is an adult citizen of the United States residing in Wyoming. Ms. Luzak, through trusts she established for her benefit or the benefit of her lineal descendants, is a shareholder of CFRC, a sibling of Ms. Light, and a party to the Shareholders Agreement.

6. Merrill B. Light is an adult citizen of the United States residing in South Carolina. Ms. Light, through trusts she established for her benefit or the benefit of her lineal descendants, is the controlling shareholder of CFRC, a sibling of Ms. Luzak, and a party to the Shareholders Agreement. Ms. Luzak and Ms. Light are collectively referred to as “the Barringer Siblings” and individually as a “Barringer Sibling.”

7. CFRC is a closely held corporation incorporated in the Commonwealth of Virginia which engages in the manufacturing of timber products and owns timberland. CFRC is a party to the Shareholders Agreement.

Factual Background

8. The Barringer Siblings’ grandfather, Victor Barringer, founded CFRC’s predecessor and eventually sold the Company to his son, Paul Barringer II, and other investors in

ROA 000610

ROA 000611

the 1950s. Barringer family members have been substantial shareholders of CFRC since its founding.

9. Both Ms. Luzak and Ms. Light are shareholders of CFRC through trusts established by them for their benefit or the benefit of their lineal descendants. Ms. Luzak and Ms. Light, individually and through their trusts, are the two largest shareholders of CFRC, with a combined ownership of over 80% of the voting shares of CFRC.

10. Ms. Luzak, Ms. Light and CFRC are parties to the Shareholders Agreement entered on or about February 1, 2010.

11. In the Shareholders Agreement, the Barringer Siblings granted “the Company the right to purchase any stock in the Company which is offered for sale by a shareholder of the Company to any Barringer Sibling or is otherwise acquired by a Barringer Sibling” after February 1, 2010.

12. One purpose of the Shareholders Agreement is to prevent any Barringer Sibling from acquiring stock from any shareholder of CFRC to obtain voting control over CFRC to the disadvantage of the other Barringer Siblings. The Shareholders Agreement makes the attainment of a controlling stockholder position in CFRC by a Barringer Sibling impossible under most circumstances by providing the Company the right to acquire any stock offered by another shareholder to a Barringer Sibling.

13. Among other things, the Shareholders Agreement obligates any Barringer Sibling who receives an offer to purchase or otherwise acquires shares in CFRC to notify the Company of the terms of the proposed acquisition and provide the Company the opportunity to acquire the shares on the same terms as the stock was offered to and/or acquired by the Barringer Sibling.

ROA 000611

ROA 000612

14. Similarly, after a Barringer Sibling acquires shares of CFRC, she must provide a second notice to CFRC of the terms of the purchase or acquisition, irrespective of whether the Company has notified the Barringer Sibling of its intention to purchase the shares in response to the first notice, and provide the Company the opportunity to acquire the shares on the same terms as the stock was acquired by the Barringer Sibling.

15. According to the stock register of the Company, on or about September 11, 2012, Ms. Light or trusts she established for her benefit or the benefit of her lineal descendants purchased or otherwise acquired 38,271 voting shares of CFRC stock.

16. Prior to this transfer of stock to Ms. Light and Ms. Luzak (individually and through their trusts) were equal shareholders of CFRC and had equal voting power and ownership.

17. As a result of her acquisition of CFRC voting stock, Ms. Light and her trusts now purport to own over 51% of the voting stock of the Company. Prior to her acquisition of this stock, Ms. Light and Ms. Luzak through their respective trusts each had approximately 31% of the voting stock of CFRC.

18. Upon information and belief, Ms. Light failed to provide CFRC the notices required under the Shareholders Agreement with regard to her acquisition of voting stock in 2012 and failed to provide CFRC the opportunity to acquire the stock on the same terms. In addition, Ms. Light or trusts she established for her benefit or the benefit of her lineal descendants have made other acquisitions of CFRC stock after February 1, 2010, and upon information and belief, Ms. Light has failed to provide the required notices of such transfers to CFRC and failed to provide CFRC the opportunity to acquire the stock on the same terms.

ROA 000612

ROA 000613

19. As a result of her breach of the Shareholders Agreement, Ms. Light has wrongfully obtained voting control over CFRC. If her stock acquisitions since February 1, 2010 are valid, any proposal or action requiring majority CFRC shareholder approval either requires Ms. Light's vote or can be vetoed or approved by her regardless of how other shareholders vote on the proposal.

Count I: Breach of Contract

20. Ms. Luzak incorporates by reference Paragraphs 7–19 into this Count.

21. By virtue of the Shareholders Agreement, Ms. Light was obligated to provide notice to the Company of (1) her and her trusts' proposed acquisitions of CFRC stock after February 1, 2010; and (2) her and her trusts' completed acquisitions of stock after February 1, 2010, and to provide the Company the opportunity to acquire the stock on the same terms offered to, or acquired by, Ms. Light or her trusts.

22. Although Ms. Light or her trusts acquired 38,271 shares of voting stock in 2012, and have made other CFRC stock acquisitions since 2010, upon information and belief, Ms. Light failed to provide the written notices to the Company required under the Shareholders Agreement of the terms of those acquisitions, both before acquiring the stock, and following her or her trusts' acquisitions of the stock, and failed to provide the Company the opportunity to acquire the stock on the same terms.

23. Ms. Light's actions and inactions described above constitute a breach of the Shareholders Agreement. By failing to provide the required notices and providing the Company of the opportunity to acquire the transferred voting stock on the same terms offered to, or acquired by, Ms. Light or her trusts, Ms. Light and her trusts obtained voting control over CFRC in breach of the Shareholders Agreement.

ROA 000613

ROA 000614

Count II: Specific Performance

24. Ms. Luzak incorporates by reference Paragraphs 7–23 into this Count.

25. No adequate remedy at law exists for Ms. Light's breaches of the Agreement because one of its purposes is to prevent any Barringer Sibling from obtaining voting control of CFRC under most circumstances, for which money damages is not an adequate remedy.

26. Further, because the shares of CFRC are not traded on a liquid market, determining an appropriate amount of money damages to compensate Ms. Luzak for the loss of her proportionate voting power and economic ownership would be extremely difficult and time consuming, further making money damages an inadequate remedy.

27. The terms of the Shareholders Agreement are unequivocal in requiring Ms. Light to provide written notice of the terms under which Ms. Light or trusts she established for her benefit or the benefit of her lineal descendants proposed to, or did acquire CFRC stock after February 1, 2010, and to provide the Company the opportunity to acquire such stock on the same terms.

28. An order from this Court that Ms. Light perform her obligations under the contract would not be difficult to enforce.

Prayer for Relief

WHEREFORE, Ms. Luzak respectfully asks that this Court award the following relief:

- a. An order that Ms. Light must specifically perform her obligations under the Agreement, including giving CFRC notice of the terms under which Ms. Light and trusts she established for her benefit or the benefit of her lineal descendants acquired CFRC stock after February 1, 2010 and providing CFRC the opportunity to acquire the stock on the same terms;
- b. An award of attorneys' fees and costs of this action; and

ROA 000614

ROA 000615

c. Any other relief that this Court deems just and equitable.

Jury Demand

Ms. Luzak demands a trial by jury on all issues so triable in this case.

Respectfully submitted this 17th day of August 2015.

KING & SPALDING LLP

/s/ Matthew M. Leland

Matthew M. Leland (VSB # 68360)

mleland@kslaw.com

Telephone: (202) 626-5527

Facsimile: (202) 626-3737

1700 Pennsylvania Avenue NW

Washington, D.C. 20006

Michael R. Smith (GA Bar #661689) (admitted pro hac vice)

Telephone: (404) 572-4600

Facsimile: (404) 572-5139

mrsmith@kslaw.com

Julia Barrett (GA Bar #354322) (admitted pro hac vice)

jbarrett@kslaw.com

Telephone: (404) 572-4600

Facsimile: (404) 572-5139

1180 Peachtree Street, N.E.

Atlanta, GA 30309

Counsel for Ms. Luzak

ROA 000615

ROA 000616

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of August, 2015, I filed the foregoing with the Clerk of the Court using CM/ECF, which will send a notice of electronic filing to all registered users listed below:

Mary Catherine Zinsner (VSB # 31397)
TROUTMAN SANDERS LLP
1850 Towers Crescent Plaza, Suite 500
Tysons Corner, VA 22182
Telephone: 703-734-4334
Facsimile: 703-734-4340
Mary.zinsner@troutmansanders.com

William D. Dolan, Esq. (VSB No. 12455)
Law Offices of William D. Dolan, III, PC
8270 Greensboro Drive, Suite 700
McLean, Virginia 22102
Telephone: 703-584-8377
wdolan@dolanlaw.net

Alan D. Wingfield (VSB # 27489)
Massie Cooper (VSB # 82510)
TROUTMAN SANDERS LLP
Post Office Box 1122
Richmond, Virginia 23218-1122
Telephone: (804) 697-1200
Facsimile: (804) 697-1339
alan.wingfield@troutmansanders.com
massie.cooper@troutmansanders.com

Robert R. Vieth, Esq. (VSB No. 24304)
Leach Travell Britt PC
8270 Greensboro Drive, Suite 700
McLean, Virginia 22102
Telephone: 703-584-8900
rvieth@ltblaw.com

William N. Withrow Jr. (GA # 772350 (pro hac pending))
TROUTMAN SANDERS LLP
600 Peachtree Street, N.E.
Atlanta, Ga 30308
Telephone: (404) 885-3244
Facsimile: (404) 962-6726
William.withrow@troutmansanders.com

/s/ Matthew M. Leland
Matthew M. Leland (VSB # 68360)
KING & SPALDING, LLP
mleland@kslaw.com
Telephone: (202) 626-5527
Facsimile: (202) 626-3737
1700 Pennsylvania Avenue NW
Washington, D.C. 20006

Counsel for Ms. Luzak

ROA 000616

ROA 000617

Exhibit 3

Exhibit No. 21 to Amended Complaint

ROA 000617

ROA 000618
Exhibit 21

Begin forwarded message:

From: "Jolley, John" <JJolley@MCNAIR.NET>
Subject: FW: CFRC - Shareholders Meeting Scheduled for July 16, 2012
Date: July 13, 2012 at 9:50:53 AM EDT
To: "MHagler@fulcherlaw.com" <MHagler@fulcherlaw.com>, "kluzak@archerholdings.com" <kluzak@archerholdings.com>, "hamptonluzak@me.com" <hamptonluzak@me.com>
Cc: "BHerring@poynerspruill.com" <BHerring@poynerspruill.com>

Attached please see the email sent to Travis Bryant this morning.

John

ROA 000618

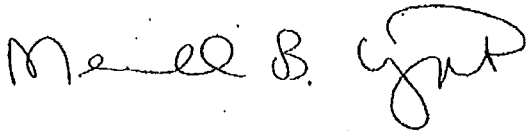
ROA 000619

July 12, 2012

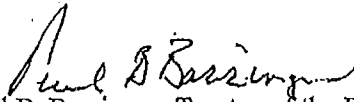
Coastal Forest Resources Company
P.O. Box 1128
Havana, FL 32333
Attention: Corporate Secretary

We hereby withdraw our June 28, 2012 demand for a special meeting of the shareholders of Coastal Forest Resources Company and will not attend the telephonic meeting of shareholders scheduled for July 16, 2012. As a result, the meeting will not have a quorum and cannot be held. We request that the corporation immediately notify the other shareholders that the July 16, 2012 meeting will not be held.

Sincerely,



Merrill B. Light



Paul B. Barringer, Trustee of the Paul B. Barringer Revocable
Trust u/a dated 12/4/98

Cc: Bradley J. Herring

ROA 000619

ROA 000620

Exhibit 4

**Dkt. # 266 - Transcript of December 11, 2015
and
Dkt. # 130 - Order of Magistrate Judge Davis of October 2, 2015**

ROA 000620

ROA 000621

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

HAMPTON B. LUZAK,) Case 1:15-cv-00501
Plaintiff,)
v.) Alexandria, Virginia
J. TRAVIS BRYANT, MERRILL) December 11, 2015
BARRINGER LIGHT, and J.) 10:18 a.m.
RANDOLPH LIGHT,)
Defendants,)
COASTAL FOREST RESOURCES)
COMPANY,)
Nominal Defendant.)
Pages 1 - 24

TRANSCRIPT OF MOTIONS TO DISMISS FOR
FAILURE TO STATE A CLAIM
BEFORE THE HONORABLE ANTHONY J. TRENGA
UNITED STATES DISTRICT COURT JUDGE

COMPUTERIZED TRANSCRIPTION OF STENOGRAPHIC NOTES

ROA 000621

ROA 000622

1 APPEARANCES:

2 FOR PLAINTIFF HAMPTON B. LUZAK:

3 MICHAEL R. SMITH, ESQUIRE, *PRO HAC VICE*
4 KING & SPALDING, LLP
5 1180 Peachtree Street, N.E.
Atlanta, Georgia 30309-3521
(494) 572-4824

6 MATTHEW M. LELAND, ESQUIRE
7 KING & SPALDING, LLP
1700 Pennsylvania Avenue, N.W., Suite 200
Washington, D.C. 20006-4707
8 (202) 737-0500

9 FOR DEFENDANTS MERRILL BARRINGER LIGHT AND J. RANDOLPH
10 LIGHT:

11 CHARLES B. MOLSTER, III, ESQUIRE
12 ADAM S. NADELHAFT, ESQUIRE
WINSTON & STRAWN, LLP
1700 K Street, N.W.
Washington, D.C. 20006
13 (202) 282-5000

14 FOR NOMINAL DEFENDANT COASTAL FOREST RESOURCES COMPANY:

15 ALAN D. WINGFIELD, ESQUIRE
16 TROUTMAN SANDERS, LLP
1001 Haxall Point
Richmond, Virginia 23219
17 (804) 697-1200

18 FOR INTERVENOR DEFENDANT PAUL BARRINGER, II:

19 ROBERT E. SCULLY, JR., ESQUIRE
20 STITES & HARBISON, PLLC
1800 Diagonal Road, Suite 325
Alexandria, Virginia 22314
21 (703) 739-4900

22

23

24

25

ROA 000622

ROA 000623

1 valuable consideration was through additional document
2 discovery and through depositions.

3 And if at the end of the day there was
4 nothing, no strings attached to this, nothing else
5 promised or transferred and it was purely a gift, well,
6 we'll be out of luck at that point in time. But if we
7 can establish that there was valuable consideration, we
8 have triggered a right under the contract.

9 THE COURT: What have you received so far
10 with respect to this transaction? What have you asked
11 for and what have you received in response within the
12 scope of what Judge Davis has authorized?

13 MR. SMITH: Well, I'd have to go back and
14 look at all of the requests that we made and then Judge
15 Davis limited. What we got was 20 or so pages,
16 including the stock power and assignment, a gift tax
17 return, and very little else.

18 THE COURT: Together with the representation
19 that that was all of the documents pertaining to this
20 transaction.

21 MR. SMITH: Well, no. I don't think we got
22 the representation that that was all of the documents.
23 Certainly, it was all the documents that they were
24 prepared to give, that they felt came within the scope
25 of Judge Davis' order, which was limited at the time

ROA 000623

ROA 000624

1 because of the pendency of the --

2 THE COURT: Tell me precisely what he
3 authorized. Do you recall?

4 MR. SMITH: I'd have to go back and look at
5 the transcript. It had to relate to, you know, the
6 purchase and the transaction.

7 I don't know, Matt, if you happen to recall
8 his specific terminology.

9 MR. LELAND: Your Honor, as I recall, it was
10 related to the purpose of the very last transaction of
11 stock that went from the trust, the Barringer trust to
12 Ms. Light. There were preceding transactions that we
13 think are directly related to this last transaction
14 that Judge Davis did not allow us discovery on.

15 THE COURT: All right.

16 MR. SMITH: For example, we haven't even --
17 there was this trust, which apparently -- there were
18 several transfers that all occurred within a week in
19 May between Mr. Barringer to one trust, to another
20 trust. There were cotrustees. We don't understand.
21 We haven't been given access to any of those trust
22 documents. We don't know who the cotrustee is who
23 authorized the very assignment in the document that you
24 have before the Court.

25 THE COURT: The only issue here is the

ROA 000624

ROA 000625

1 transfer from Mr. Barringer, one of his trusts to
2 Ms. Light or one of her trusts, right?

3 MR. SMITH: It is from one of Mr. Barringer's
4 trusts of which he is cotrustee. We don't even know
5 who the other trustee is. We don't know if that
6 trustee authorized this. So that is the transfer that
7 we're challenging. We think to -- in fairness, we need
8 to see what were these pretransfers that led up to this
9 particular transfer.

10 THE COURT: Why would that be relevant in any
11 respect? These are pretransfers among Mr. Barringer's
12 entities?

13 MR. SMITH: Maybe the trust documents, Your
14 Honor, have some restriction in there about whether
15 property can be transferred as a gift, whether it has
16 to be sold.

17 THE COURT: But why would that bear on
18 whether the share purchase agreement was violated,
19 which relates only to whether shares of stock were sold
20 to a Barringer sibling, which in this case is
21 Ms. Light?

22 MR. SMITH: Well, I would submit to you if
23 the trust agreements say that property can only be
24 transferred for valuable consideration or for sale,
25 they can't be gifted, then that would be relevant to

ROA 000625

ROA 000626

1 establishing whether there was a --

2 THE COURT: Why? I don't understand that.

3 Why would Ms. Luzak have standing to contest a

4 violation of Mr. Barringer's trust agreements?

5 MR. SMITH: I'm not saying we have standing

6 to contest that. We do have the right to find evidence

7 that may be relevant to establish whether it was a

8 sale. For example, if the trust document said you

9 can't do anything other than sell property, that would

10 certainly be evidence that, well, it was not a gift and

11 it was a sale. So that's just an example. We're not

12 saying we have standing to contest whether the trust

13 instrument was violated, but it could shed light on

14 whether or not this was a purchase or sale.

15 THE COURT: You've gotten the tax returns,

16 the gift tax returns?

17 MR. SMITH: I've gotten gift tax returns.

18 THE COURT: That shows the tax treatment of

19 these shares as a gift?

20 MR. SMITH: Well, I have a gift tax return.

21 Beyond that, I don't know what it shows. It shows that

22 they filed a gift tax return which reported this

23 transaction.

24 THE COURT: As a gift?

25 MR. SMITH: Yes.

ROA 000626

ROA 000627

1 So we -- I think this was already litigated
2 and not appealed. So I think that what we're seeing is
3 a lot of hypothetical potential discovery that to your
4 point is exactly not relevant. The question is the one
5 transaction September 11, 2012, not what happened in
6 May 2012 or any of these other transactions.

7 So if the Court is going to convert to
8 summary judgment, I completely understand that. Our
9 position would be no discovery is necessary. He's
10 gotten what he needs. Judge Davis gave him what he
11 needed. We can just brief the summary judgment issue.
12 Maybe we'll put in affidavits from our clients that
13 say -- if we're going to summary judgment, we're
14 certainly, I think, both prepared to put in affidavits
15 from our clients that say it was absolutely a gift,
16 there were no shenanigans, there was no sham, there was
17 no money, and handle it that way.

18 If the Court feels there needs to be
19 discovery, we believe it should be extremely limited
20 and to that very simple issue, which we submit Judge
21 Davis actually already ordered.

22 THE COURT: All right. Thank you.

23 There's pending three motions here, a motion
24 to dismiss by each of the defendants.

25 Let me place on the record a couple of things

ROA 000627

ROA 000628

1 before I rule. As the Court has previously indicated,
2 this is a dispute over whether defendants violated the
3 terms of the 2010 share purchase agreement. The Court
4 previously ruled that the share purchase agreement
5 unambiguously requires a transaction and involves a
6 sale of stock, and the issue is whether the amended
7 supplemental complaint adequately alleges a violation
8 of that agreement.

9 That issue reduces to whether plaintiff's
10 allegations with documentary support that the
11 transaction involved good and valuable consideration
12 adequately alleges facts that make her claim plausible,
13 that is, does the fact, which is uncontested, that
14 certain documents evidencing the transaction state that
15 there was consideration make it plausible that the
16 transaction was a sale, as plaintiff contends, and not
17 a gift, as the defendants contend.

18 In assessing that issue, the Court has
19 serious doubts given the overall circumstances,
20 including the parties involved and their relationship
21 to each other, that the transaction is, in fact,
22 anything other than a gift, but the Court's obligation
23 at this point is not to assess the plaintiff's claim in
24 terms of probabilities, only whether there is more than
25 a possibility and is under all the circumstances as set

ROA 000628

ROA 000629

1 That provision also mentions that it shall
2 include, quote, other pertinent information, closed
3 quote, but that reference cannot be read to include the
4 kind of nonmonetary promises or agreements that the
5 plaintiff references since the entire share purchase
6 agreement contemplates that the company would in the
7 end purchase the shares for the price offered to a
8 Barringer sibling, and the company would not be in a
9 position to provide the kinds of consideration that the
10 plaintiff relies on for more expanded discovery. At
11 most, any type of collateral agreements or
12 understandings that the plaintiff offers might have
13 been reached would, at best, make the transfer a
14 conditional gift of some type. It would not turn a
15 gift into a sale.

16 So for the above reasons, the motion to
17 dismiss the amended supplemental complaint are denied.
18 I think the matter should be taken up on summary
19 judgment.

20 With respect to discovery, the Court is going
21 to authorize very limited discovery. Frankly, I'm
22 going to essentially authorize discovery limited to
23 what Judge Davis has authorized with one additional
24 item. I'm going to authorize whether there has been
25 any transfers of money or property from Ms. Light to

ROA 000630

1 Mr. Barringer or any of his designees within three
2 months on either side of this assignment, and if so,
3 the details and any documents that reflect those
4 transfers. Otherwise, discovery will be limited to
5 what Judge Davis has already ordered.

6 If there are disputes about whether
7 additional documents or information should be provided
8 within the scope of what Judge Davis has already
9 ordered, those should be presented to Judge Davis
10 together with any requests for additional discovery
11 based on the discovery that is provided either in
12 response to Judge Davis' previous order or this Court's
13 expansion of that order.

14 That will be the order of the Court. The
15 Court will issue an order.

16 Anything further?

17 MR. SMITH: No, Your Honor.

18 THE COURT: All right.

19 MR. MOLSTER: No, Your Honor. Thank you.

20 MR. SCULLY: Thank you.

21 THE COURT: Thank you. Counsel is excused.

22 -----
Time: 10:44 a.m.

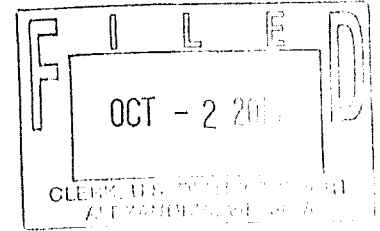
23 I certify that the foregoing is a true and
24 accurate transcription of my stenographic notes.

25 /s/
Rhonda F. Montgomery, CCR, RPR

ROA 000630

ROA 000631

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division



COASTAL FOREST
RESOURCES CO.,

Plaintiff,

v.

HAMPTON B. LUZAK, *et al.*,

Defendants.

Civil Action No. 1:15-cv-00501 (AJT/IDD)

ORDER

FOR REASONS stated from the bench and in accord with specific rulings and instructions thereto, it is hereby

ORDERED that Merrill B. Light's Motion to Stay Discovery [Dkt. No. 111], Paul Barringer, II's Motion to Stay Discovery [Dkt. No. 114], and Coastal Forest Resources Company's oral motion to stay discovery are **GRANTED in part and DENIED in part**. The Motions are granted in that, until October 23, 2015, discovery will be limited to the issues of the acquisition and the purpose of the acquisition of the stock in question. If the pending Motion to Dismiss is denied on October 23, 2015, discovery on all other issues will begin immediately. If the Court takes the Motion to Dismiss under advisement on October 23, 2015, discovery on all other issues will begin on October 28, 2015. The Motions are denied in all other respects. It is hereby further

ORDERED that the parties shall file an Amended Joint Discovery Plan consistent with the Court's instructions at the September 30, 2015 Initial Pretrial Conference and this Order by Monday, October 5, 2015 at 5:00 p.m.

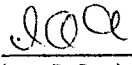
ROA 000631

ROA 000632

The Clerk is directed to forward copies of this Order to all counsel of record.

ENTERED this 2nd day of October 2015.

Alexandria, Virginia

 /s/ _____
Ivan D. Davis
United States Magistrate Judge

ELECTRONICALLY FILED - 2017 Mar 13 1:54 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

ROA 000632

ROA 000633

Exhibit 5

Dkt. Nos. 94 and 99 - Motion to Intervene and Order

ROA 000633

ROA 000634

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

HAMPTON B. LUZAK,

Plaintiff,

v.

MERRILL B. LIGHT,

AND

COASTAL FOREST RESOURCES COMPANY,

Defendants

Case No. 1:15-cv-00501-AJT-IDD

PAUL B. BARRINGER, II'S MOTION TO INTERVENE

Paul B. Barringer, II respectfully moves this Court pursuant to Rule 24 of the Federal Rules of Civil Procedure to grant him permission to intervene in this action as a Defendant. In support of this Motion, Mr. Barringer relies upon the arguments and authorities set forth in his Memorandum in Support of Paul B. Barringer, II's Motion to Intervene filed herewith.

Dated: the 28th day of August, 2015

Respectfully submitted,

/s/ Michael K. Kim

Robert E. Scully, Jr. (VSB No. 19218)

Michael K. Kim (VSB No. 82922)

STITES & HARBISON, PLLC

1199 North Fairfax Street

Suite 900

Alexandria, VA 22314

Telephone: (703) 739-4900

Facsimile: (703) (703) 739-9577

rscully@stites.com | mkim@stites.com

COUNSEL FOR INTERVENOR, PAUL B.
BARRINGER, II

ROA 000634

ROA 000635

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of August, 2015, I electronically filed the foregoing pleading or paper with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following CM/ECF participants:

Alan D. Wingfield, Esq.
Massie P. Cooper, Esq.
Troutman Sanders LLP
P.O. Box 1122
Richmond, VA 23218
Telephone: (804) 697-1200
Facsimile: (804) 697-1339
alan.wingfield@troutmansanders.com
massie.cooper@troutmansanders.com

Mary Catherine Zinsner, Esq.
Troutman Sanders LLP
1850 Towers Crescent Plaza, Suite 500
Telephone: (703) 734-4334
Facsimile: (703) 734-4340
mary.zinsner@troutmansanders.com

William N. Withrow, Jr., Esq.
Troutman Sanders LLP
600 Peachtree Street, N.E.
Atlanta, GA 30308
Telephone: (404) 885-3244
Facsimile: (404) 962-6726
william.withrow@troutmansanders.com

Counsel for Coastal Forest Resources Company

Michael R. Smith, Esq.
Julia Barrett, Esq.
King & Spalding LLP
1180 Peachtree Street, N.E.
Atlanta, GA 30309
Telephone: (404) 572-4600
Facsimile: (404) 572 -5139
mrsmith@kslaw.com
jbarrett@kslaw.com

ROA 000635

ROA 000636

Matthew M. Leland, Esq.
King & Spalding LLP
1700 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
Telephone: (202) 626-5527
Facsimile: (202) 626-3737
mleland@kslaw.com

Counsel for Hampton B. Luzak

Edward J. Fuhr, Esq.
Matthew P. Boshier, Esq.
Hunton & Williams LLP
Riverfront Plaza – East Tower
951 E. Byrd Street
Richmond, VA 23219
Telephone: (804) 788-8200
Facsimile: (804) 788-8218
efuhr@hunton.com
mboshier@hunton.com

Counsel for J. Travis Bryant

Charles B. Molster, III, Esq.
Winston & Strawn LLP
1700 K. Street, N.W.
Washington, D.C. 20006
Telephone: (202) 282-5000
Facsimile: (202) 282-5100
cmolster@winston.com

Counsel for Merrill B. Light and Randolph Light

ELECTRONICALLY FILED - 2017 Mar 13 1:54 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

ROA 000636

ROA 000637

William David Dolan , III
William D. Dolan, III, PC
8270 Greensboro Dr
Suite 700
Tysons Corner, VA 22102
703-584-8377
Email: wdolan@dolanlaw.net

Robert R. Vieth
Roxanne Feliu Rosado
Leach Travell Britt PC
8270 Greensboro Drive
Suite 1050
McLean, VA 22102
703-584-8900
Fax: 703-584-8901
Email: rvieth@ltblaw.com
Email: rrosado@ltblaw.com

Counsel for Special Litigation Committee

/s/ Michael K. Kim

Michael K. Kim

ELECTRONICALLY FILED - 2017 Mar 13 1:54 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

ROA 000637

ROA 000638

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

HAMPTON B. LUZAK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 1:15-cv-501 (AJT/IDD)
	)	
MERRILL B. LIGHT, <i>et al.</i> ,	)	
	)	
Defendants.	)	
_____	)	

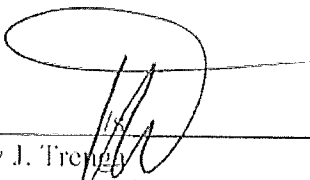
ORDER

This matter is before the Court on Paul B. Barringer, II's Motion to Intervene [Doc. No. 94] (the "Motion"), in which Barringer seeks to intervene in this action as a defendant pursuant to Fed. R. Civ. P. 24. Upon consideration of the Motion, the memorandum submitted in support thereof and the parties to this action having not opposed the Motion, it is hereby

ORDERED that Paul B. Barringer, II's Motion to Intervene [Doc. No. 94] be, and the same hereby is, GRANTED; and Barringer shall be added as a party defendant to the Supplemental Complaint as to which he shall file an answer, move, or otherwise respond within twenty-one (21) days of this Order; and it is further

ORDERED that the hearing on the Motion, currently scheduled for Friday, September 4, 2015, at 10:00 a.m., be, and the same hereby is, CANCELLED.

The Clerk of the Court is directed to forward copies of this Order to all counsel of record.



Anthony J. Trenga
United States District Judge

Alexandria, Virginia
September 4, 2015

ROA 000638

ROA 000639

Exhibit 6

Dkt. No. 198 - Amended Supplemental Complaint

ROA 000639

ROA 000640

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

HAMPTON B. LUZAK,

Plaintiff,

**MERRILL B. LIGHT, COASTAL
FOREST RESOURCES COMPANY,
and PAUL B. BARRINGER,**

Defendants

:
:
:
:
:
:
:
:
:
:
:

**Civil Action No. 1:15-CV-501
AJT/JFA**

AMENDED SUPPLEMENTAL COMPLAINT AND DEMAND FOR JURY TRIAL

Introduction

1. Plaintiff Hampton B. Luzak (“Ms. Luzak”) files this Amended Supplemental Complaint for breach of a 2010 shareholders agreement requiring Merrill B. Light (“Ms. Light”) to provide written notice to Coastal Forest Resources Company (“CFRC” or the “Company”) of both her right to acquire, and her acquisition of voting shares of CFRC shares, to sell such shares to CFRC on the same terms on which Ms. Light acquired such shares, and to otherwise take all such actions necessary to permit the Company to acquire the shares of stock of the Company.

2. On September 11, 2012, Ms. Light secretly purchased “for valuable consideration” a substantial number of CFRC voting shares from her father, Paul B. Barringer, which increased her ownership of CFRC’s voting shares from approximately 31% to 51%. Ms. Light has breached the shareholders agreement by failing to provide the required notices to CFRC, failing to sell the shares to CFRC, and to otherwise take all such actions necessary to permit the Company to acquire the shares purchased by Ms. Light.

ROA 000640

Jurisdiction and Venue

3. This Court has diversity jurisdiction under 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds the sum of \$75,000 exclusive of interests and costs and the suit is between citizens of different states.

4. All parties to this action consented to the personal jurisdiction of this Court in the Agreement Regarding Right to Purchase Shares of Coastal Forest Resources Company dated February 1, 2010 (the “Shareholders Agreement”).

5. Venue is proper in this district and division under 28 U.S.C. § 1391(b)(2) and E.D. Va. Local Rule 3(C) because this is the district and division in which a substantial part of the events or omissions giving rise to the claim occurred and/or where a substantial part of the property that is the subject of this action is located.

Parties

6. Plaintiff Hampton B. Luzak is an adult citizen of the United States residing in Wyoming. Ms. Luzak, through trusts she established for her benefit or the benefit of her lineal descendants, is a shareholder of CFRC, a sibling of Ms. Light, and a party to the Shareholders Agreement.

7. Defendant Merrill B. Light is an adult citizen of the United States residing in South Carolina. Ms. Light, through trusts she established for her benefit or the benefit of her lineal descendants, is the controlling shareholder of CFRC, a sibling of Ms. Luzak, and a party to the Shareholders Agreement. Ms. Luzak and Ms. Light are collectively referred to as “the Barringer Siblings” and individually as a “Barringer Sibling.”

8. Defendant CFRC is a closely held corporation incorporated in the Commonwealth of Virginia which engages in the manufacturing of timber products and owns timberland. CFRC is a party to the Shareholders Agreement.

9. Intervenor-Defendant Paul B. Barringer was permitted by the Court to intervene as a party defendant by Order dated September 4, 2015, Dkt. # 99.

Factual Background

10. The Barringer Siblings' grandfather, Victor Barringer, founded CFRC's predecessor and eventually sold the Company to his son, Paul Barringer II, and other investors in the 1950s. Barringer family members have been substantial shareholders of CFRC since its founding.

11. Both Ms. Luzak and Ms. Light are shareholders of CFRC through trusts established by them for their benefit or the benefit of their lineal descendants. Ms. Luzak and Ms. Light, individually and through their trusts, are the two largest shareholders of CFRC, with a combined ownership of over 80% of the voting shares of CFRC.

12. Ms. Luzak, Ms. Light and CFRC are parties to the Shareholders Agreement entered on or about February 1, 2010, attached hereto as Exhibit 1.

13. In the Shareholders Agreement, the Barringer Siblings expressed their desire to grant "the Company the right to purchase any stock in the Company which is offered for sale by a shareholder of the Company to any Barringer Sibling or is otherwise acquired by a Barringer Sibling" after February 1, 2010. Exh. 1, Recital B.

14. One purpose of the Shareholders Agreement is to prevent any Barringer Sibling from acquiring stock from any shareholder of CFRC to obtain voting control over CFRC to the disadvantage of the other Barringer Siblings. The Shareholders Agreement makes the attainment

ROA 000643

of a controlling stockholder position in CFRC by a Barringer Sibling impossible under most circumstances by providing the Company the right to acquire any stock offered by another shareholder to a Barringer Sibling.

15. According to the stock register of the Company, on or about September 11, 2012, Ms. Light, as Trustee of the Merrill Barringer Light Revocable Trust dated 2/21/2008, acquired 38,271 voting shares of CFRC stock from Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust U/A dated December 4, 1998.

16. The stock register of the Company shows that in preparation for this September 2012 transfer to Ms. Light's trust, Mr. Barringer transferred 38,272 voting shares from himself to the Paul B. Barringer Irrevocable Trust U/A Dated December 4, 1998 on May 7, 2012, of which he was Trustee. Just four days later on May 11, 2012, Mr. Barringer again transferred 38,272 voting shares from his irrevocable trust to the Paul B. Barringer Revocable Trust U/A dated December 4, 1998, of which Mr. Barringer was a Co-Trustee.

17. To facilitate the transfer of 38,271 shares of CFRC voting shares from the Paul B. Barringer Revocable Trust to Ms. Light's revocable trust on or about September 11, 2012, Mr. Barringer executed a stock power in his capacity as Co-Trustee of the Paul B. Barringer Revocable Trust (the "Stock Power," attached hereto as Exhibit 2).

18. The Stock Power Mr. Barringer executed as Co-Trustee of the Paul B. Barringer Revocable Trust states that "FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Paul B. Barringer, II Co-Trustee of the Paul B. Barringer Revocable Trust dated December 4, 1998, as amended ("Assignor") hereby assigns, transfers, and conveys 38,271 shares of his right, title, and interest in and to his shares of stock in Coastal

ROA 000643

ROA 000644

Forest Recourses [*sic*] Company” to Ms. Light, as Trustee of the Merrill Barringer Light Revocable Trust. Exh. 2.

19. In addition to executing the Stock Power, to further facilitate the transfer of 38,271 shares of CFRC voting shares from the Paul B. Barringer Revocable Trust to Ms. Light’s revocable trust on or about September 11, 2012, Mr. Barringer and Ms. Light each executed a document titled “Assignment of Shares” in their respective capacities as Co-Trustee of the Paul B. Barringer Revocable Trust, and the Trustee of the Merrill Barringer Light Revocable Trust (the “Assignment of Shares,” attached hereto as Exhibit 3).

20. The Assignment of Shares provides that “for good and valuable consideration, the receipt of which is hereby acknowledged” Mr. Barringer (as Assignor) and Ms. Light (as Assignee) agreed that, among other things, “Assignor hereby assigns 38,271 Shares of Assignor’s Shares in the Corporation to Assignee.” Exh. 3.

21. Prior to Mr. Barringer’s transfer of stock to Ms. Light “for valuable consideration,” Ms. Light and Ms. Luzak (individually and through their trusts) were equal shareholders of CFRC and had equal voting power and ownership. Prior Ms. Light’s purchase of Mr. Barringer’s CFRC voting stock in 2012, Ms. Light and Ms. Luzak through their respective trusts each had approximately 31% of the voting stock of CFRC.

22. As a result of Ms. Light’s purchase of Mr. Barringer’s CFRC voting stock “for valuable consideration,” Ms. Light and her trusts now purport to own over 51% of the voting stock of the Company.

23. Upon information and belief, Ms. Light failed to provide CFRC the notices required under the Shareholders Agreement regarding her acquisition of 38,271 shares of CFRC voting stock in September 2012 “for valuable consideration,” failed to sell such shares to CFRC

ROA 000644

on the same terms on which she acquired such shares, and failed to otherwise take all such actions necessary to permit the Company to acquire the CFRC voting shares.

24. Ms. Light's breach of the Shareholders Agreement is further evidenced by the active steps Ms. Light took to conceal her purchase of Mr. Barringer's voting shares and her acquisition of voting control of CFRC. Ms. Light never informed Plaintiff Luzak of the transaction. Upon information and belief, Ms. Light also concealed and failed to disclose the transaction and her acquisition of voting control of CFRC from the other shareholders of CFRC.

25. As a result of her breach of the Shareholders Agreement, Ms. Light has wrongfully obtained voting control over CFRC. If her September 2012 acquisition of CFRC is valid, any proposal or action requiring majority CFRC shareholder approval either requires Ms. Light's vote or can be vetoed or approved by her regardless of how other shareholders vote on the proposal.

Count I: Breach of Contract

26. Ms. Luzak incorporates by reference Paragraphs 9–24 into this Count.

27. Paragraph 1 of the Shareholders Agreement provides as follows:

...if a Barringer Sibling shall receive from any other shareholder of the Company interested in selling shares of the Company (a "Selling Shareholder") a bona fide offer to sell any such shares or if a Barringer Sibling shall otherwise enter into an agreement with a Selling Shareholder to purchase any shares of the Company, then, at the election of the Company, such Barringer Sibling shall assign to the Company all of his or her rights to purchase such shares from the Selling Shareholder, and shall otherwise take all such actions as may be necessary to permit the Company to acquire the shares of stock of the Company from the Selling Shareholder.

Exh. 1, ¶ 1.

28. Based on the recitals in the Stock Power and Assignment of Shares documents stating that Mr. Barringer transferred and conveyed his 38,271 CFRC voting shares to Ms. Light

ROA 000646

for “valuable consideration,” Mr. Barringer was a “Selling Shareholder” under the Shareholders Agreement who made a bona fide offer to sell such shares to Ms. Light.

29. Based on the recitals in the Stock Power and Assignment of Shares documents stating that Mr. Barringer transferred and conveyed his 38,271 CFRC voting shares to Ms. Light for “valuable consideration,” Ms. Light entered into an agreement with Mr. Barringer to purchase shares of the Company.

30. Upon information and belief, following her receipt of Mr. Barringer’s offer to sell his voting shares of CFRC and her entry into an agreement with Mr. Barringer to purchase the shares, Ms. Light failed to assign her purchase rights to CFRC, and failed to take actions necessary to permit CFRC to acquire the shares from Mr. Barringer. As a result, Ms. Light has breached her obligations under paragraph 1 of the Shareholders Agreement to “assign to the Company all of ... her rights to purchase such shares” from Mr. Barringer, and failed to “otherwise take all such actions as may be necessary to permit the Company to acquire the shares of stock of the Company” from Mr. Barringer. Exh. 1, ¶ 1.

31. Alternatively, the final sentence of paragraph 1 of the Shareholders Agreement provides as follows:

In the alternative, if the Selling Shareholder is unwilling to sell the shares of the Company to the Company for any reason and the Barringer Sibling ultimately acquires such shares from the Selling Shareholder, the Barringer Sibling acquiring such shares shall immediately sell such shares to the Company on the same terms on which the Barringer Sibling acquired such shares from the Selling Shareholder.

32. Upon information and belief, Mr. Barringer was unwilling to sell the CFRC voting shares to the Company. Ms. Light clearly “ultimately acquire[d]” such shares from Mr. Barringer on or about September 11, 2012, but failed to sell such shares to CFRC. As a result, Ms. Light breached her obligations under paragraph 1 of the 2010 Shareholders Agreement to

ROA 000646

ROA 000647

“immediately sell such shares to the Company on the same terms on which” she acquired such shares from Mr. Barringer. Exh. 1, ¶ 1.

33. The first sentence of Paragraph 2 of the Shareholders Agreement states as follows:

2. To facilitate the foregoing, in the event a Barringer Sibling receives an acceptable offer from a Selling Shareholder to purchase any shares of the Company, after acceptance of such offer, such Barringer Sibling shall provide written notice to the Company of the terms and conditions of such offer to buy the shares of the Company.

Exh. 1, ¶ 2.

34. Based on the recitals in the Stock Power and Assignment of Shares documents stating that Mr. Barringer transferred and conveyed his 38,271 CFRC voting shares to Ms. Light for “valuable consideration,” Ms. Light received “an acceptable offer from a Selling Shareholder to purchase any shares of the Company” under paragraph 2 of the Shareholders Agreement, and accepted such offer. Upon information and belief, Ms. Light failed to provide any written notice to the Company of the terms and conditions of the offer she received to buy the shares from Mr. Barringer. As a result, Ms. Light breached her obligations under paragraph 2 of the 2010 Shareholders Agreement to “provide written notice to the Company of the terms and conditions of such offer to buy the shares of the Company.” Exh. 1, ¶ 2.

35. Paragraph 3 of the Shareholders Agreement provides as follows:

3. Notwithstanding anything herein contained to the contrary, in the event a Barringer Sibling acquires any shares of the Company from a Selling Shareholder, and regardless of whether the Company has notified the Barringer Sibling of its desire to have the purchase right related to such shares assigned to it within the aforesaid 20-day time period, the Barringer Sibling acquiring such shares shall notify the Company upon the closing of the Barringer Sibling's acquisition of such shares, which notice shall contain all pertinent terms related to such acquisition, and the Company shall have a

ROA 000647

ROA 000648

period of twenty (20) days after receipt of such notice in which to purchase such acquired shares of the Company from the Barringer Sibling on the same terms and conditions and for the same price which the Barringer Sibling purchased the shares from the Selling Shareholder.

Exh. 1, ¶ 3.

36. Based on the entries on the CFRC stock register, and on the recitals in the Stock Power and Assignment of Shares documents stating that Mr. Barringer transferred and conveyed his 38,271 CFRC voting shares to Ms. Light for “valuable consideration,” Ms. Light “acquire[d] ... shares of the Company from a Selling Shareholder” on or about September 11, 2012. Upon information and belief, following such acquisition of CFRC voting shares from Mr. Barringer, Ms. Light failed to provide the Company notice containing all pertinent terms related to such acquisition. As a result, Ms. Light breached her obligations under paragraph 3 of the Shareholders Agreement to “notify the Company upon the closing of the Barringer Sibling's acquisition of such shares, which notice shall contain all pertinent terms related to such acquisition....” Exh. 1, ¶ 3.

37. Ms. Light's actions and inactions described above constitute a breach of the Shareholders Agreement. By failing to provide CFRC the required notices, to assign her purchase rights to the Company, to immediately sell such shares to the Company on the same terms on which she acquired such shares from Mr. Barringer, and to otherwise take all such actions necessary to permit the Company to acquire the shares from Mr. Barringer, Ms. Light obtained voting control over CFRC in breach of the Shareholders Agreement.

Count II: Specific Performance

38. Ms. Luzak incorporates by reference Paragraphs 9–37 into this Count.

ROA 000648

ROA 000649

39. No adequate remedy at law exists for Ms. Light's breaches of the Agreement because one of its purposes is to prevent any Barringer Sibling from obtaining voting control of CFRC under most circumstances, for which money damages is not an adequate remedy.

40. Further, because the shares of CFRC are not traded on a liquid market, determining an appropriate amount of money damages to compensate Ms. Luzak for the loss of her proportionate voting power and economic ownership would be extremely difficult and time consuming, further making money damages an inadequate remedy.

41. The terms of the Shareholders Agreement are unequivocal in requiring Ms. Light to provide the required notices described above, to assign her purchase rights to the Company, to immediately sell such shares to the Company on the same terms on which she acquired such shares from Mr. Barringer, and to otherwise take all such actions necessary to permit the Company to acquire the shares from Mr. Barringer.

42. An order from this Court that Ms. Light perform her obligations under the contract would not be difficult to enforce.

Prayer for Relief

WHEREFORE, Ms. Luzak respectfully asks that this Court award the following relief:

- a. An order that Ms. Light must specifically perform her obligations under the Agreement, including providing CFRC the required notice of all pertinent terms related to her acquisition of shares from Mr. Barringer, to immediately sell such shares to the Company on the same terms on which she acquired such shares from Mr. Barringer, and to otherwise take all such actions necessary to permit the Company to acquire the shares from Mr. Barringer;
- b. An award of attorneys' fees and costs of this action; and
- c. Any other relief that this Court deems just and equitable.

ROA 000649

ROA 000650

Jury Demand

Ms. Luzak demands a trial by jury on all issues so triable in this case.

Respectfully submitted this 6th day of November 2015.

KING & SPALDING LLP

/s/ Matthew M. Leland

Matthew M. Leland (VSB # 68360)

mleland@kslaw.com

Telephone: (202) 626-5527

Facsimile: (202) 626-3737

1700 Pennsylvania Avenue NW

Washington, D.C. 20006

Michael R. Smith (GA Bar #661689) (admitted pro hac vice)

Telephone: (404) 572-4600

Facsimile: (404) 572-5139

mrsmith@kslaw.com

Julia Barrett (GA Bar #354322) (admitted pro hac vice)

jbarrett@kslaw.com

Telephone: (404) 572-4600

Facsimile: (404) 572-5139

1180 Peachtree Street, N.E.

Atlanta, GA 30309

Counsel for Ms. Luzak

ROA 000650

ROA 000651

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of November, 2015, I filed the foregoing with the Clerk of the Court using CM/ECF, which will send a notice of electronic filing to all registered users listed below:

Mary Catherine Zinsner (VSB # 31397)
TROUTMAN SANDERS LLP
1850 Towers Crescent Plaza, Suite 500
Tysons Corner, VA 22182
Telephone: 703-734-4334
Facsimile: 703-734-4340
Mary.zinsner@troutmansanders.com

William D. Dolan, Esq. (VSB No. 12455)
Law Offices of William D. Dolan, III, PC
8270 Greensboro Drive, Suite 700
McLean, Virginia 22102
Telephone: 703-584-8377
wdolan@dolanlaw.net

Alan D. Wingfield (VSB # 27489)
Massie Cooper (VSB # 82510)
TROUTMAN SANDERS LLP
Post Office Box 1122
Richmond, Virginia 23218-1122
Telephone: (804) 697-1200
Facsimile: (804) 697-1339
alan.wingfield@troutmansanders.com
massie.cooper@troutmansanders.com

Robert R. Vieth, Esq. (VSB No. 24304)
Leach Travell Britt PC
8270 Greensboro Drive, Suite 700
McLean, Virginia 22102
Telephone: 703-584-8900
rvieth@ltblaw.com

William N. Withrow Jr. (GA # 772350 admitted pro hac vice)
TROUTMAN SANDERS LLP
600 Peachtree Street, N.E.
Atlanta, Ga 30308
Telephone: (404) 885-3244
Facsimile: (404) 962-6726
William.withrow@troutmansanders.com

/s/ Matthew M. Leland
Matthew M. Leland (VSB # 68360)
KING & SPALDING, LLP
mleland@kslaw.com
Telephone: (202) 626-5527
Facsimile: (202) 626-3737
1700 Pennsylvania Avenue NW
Washington, D.C. 20006

Counsel for Ms. Luzak

ROA 000651

ROA 000652

Exhibit 1

ELECTRONICALLY FILED - 2017 Mar 13 1:54 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

ROA 000652

ROA 000653

AGREEMENT REGARDING RIGHT TO PURCHASE SHARES OF
COASTAL FOREST RESOURCES COMPANY

THIS AGREEMENT (the "Agreement") is made, entered into and effective as of February 1, 2010, between MERRILL B. LIGHT, HAMPTON B. LUZAK and VICTOR C. BARRINGER, II (individually a "Barringer Sibling" and collectively the "Barringer Siblings"), and COASTAL FOREST RESOURCES COMPANY, a Virginia corporation (the "Company").

RECITALS

A. The Barringer Siblings, either individually or through trusts established by them for their benefit or the benefit of their lineal descendants, are shareholders of the Company.

B. The Barringer Siblings, for themselves and any trust now existing or hereafter established by any of them for their own benefit or the benefit of their lineal descendants or any other third party, desire to grant to the Company the right to purchase any stock in the Company which is offered for sale by a shareholder of the Company to any Barringer Sibling or is otherwise acquired by a Barringer Sibling after the date hereof, pursuant to the terms and conditions of this Agreement.

COVENANTS

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual premises, TEN DOLLARS (\$10.00) given to the Barringer Siblings by the Company, and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. During the period beginning on the date hereof and ending on the earlier of (a) the date the parties hereto agree to terminate this Agreement, or (b) twenty-one (21) years following the death of the last of the Barringer Siblings, if a Barringer Sibling shall receive from any other shareholder of the Company interested in selling shares of the Company (a "Selling Shareholder") a bona fide offer to sell any such shares or if a Barringer Sibling shall otherwise enter into an agreement with a Selling Shareholder to purchase any shares of the Company, then, at the election of the Company, such Barringer Sibling shall assign to the Company all of his or her rights to purchase such shares from the Selling Shareholder, and shall otherwise take all such actions as may be necessary to permit the Company to acquire the shares of stock of the Company from the Selling Shareholder. In the alternative, if the Selling Shareholder is unwilling to sell the shares of the Company to the Company for any reason and the Barringer Sibling ultimately acquires such shares from the Selling Shareholder, the Barringer Sibling acquiring such shares shall immediately sell such shares to the Company on the same terms on which the Barringer Sibling acquired such shares from the Selling Shareholder.

2. To facilitate the foregoing, in the event a Barringer Sibling receives an acceptable offer from a Selling Shareholder to purchase any shares of the Company, after acceptance of such offer, such Barringer Sibling shall provide written notice to the Company of the terms and conditions of such offer to buy the shares of the Company. Such notice shall contain, among other pertinent information, the price and number of shares which are being offered for purchase,

ROA 000653

ROA 000654

the identity of the Selling Shareholder and the date by which the closing of the sale must occur. The Company, upon receiving notice from a Barringer Sibling as provided above, shall have a period of twenty (20) days to notify such Barringer Sibling of the Company's desire to have the right to purchase the shares of stock of the Company from the Selling Shareholder assigned to the Company. Such Barringer Sibling shall thereafter enter into a binding agreement with the Selling Shareholder to purchase the shares of the Company and shall thereafter assign such agreement to the Company and shall otherwise take such actions as may be necessary to permit the Company to purchase the shares from the Selling Shareholder. If the Company fails to notify a Barringer Sibling of its desire to have the right to purchase the shares of the Company assigned to it, then such Barringer Sibling shall have the right to purchase the shares on the terms substantially similar to the terms and conditions and for the price set forth in the written notice provided by the Barringer Sibling to the Company, subject to the Company's continuing right to purchase such acquired shares from the Barringer Sibling on the terms below.

3. Notwithstanding anything herein contained to the contrary, in the event a Barringer Sibling acquires any shares of the Company from a Selling Shareholder, and regardless of whether the Company has notified the Barringer Sibling of its desire to have the purchase right related to such shares assigned to it within the aforesaid 20-day time period, the Barringer Sibling acquiring such shares shall notify the Company upon the closing of the Barringer Sibling's acquisition of such shares, which notice shall contain all pertinent terms related to such acquisition, and the Company shall have a period of twenty (20) days after receipt of such notice in which to purchase such acquired shares of the Company from the Barringer Sibling on the same terms and conditions and for the same price which the Barringer Sibling purchased the shares from the Selling Shareholder.

4. It is the general intent of the parties to this Agreement that the Company have the right to purchase all shares of the Company which are offered for sale by any Selling Shareholder to a Barringer Sibling, whether the right to purchase such shares is assigned to the Company and the Company purchases the shares directly from the Selling Shareholder or a Barringer Sibling purchases the shares from the Selling Shareholder and then sells such shares to the Company on the identical terms in which the Barringer Sibling purchased such shares from the Selling Shareholder.

5. In the event the Company notifies a Barringer Sibling of its desire to either have the agreement to purchase shares from a Selling Shareholder assigned to the Company or to otherwise acquire the shares directly from the Barringer Sibling after such Barringer Sibling has purchased the shares from the Selling Shareholder on the terms provided herein, and the Barringer Sibling has entered into an agreement with the Selling Shareholder or otherwise has acquired such shares in reliance on the Company's notification that the Company intends to purchase the shares from the Barringer Sibling, then the Company hereby agrees to indemnify the Barringer Sibling from all costs and expenses which the Barringer Sibling may incur in connection with acquiring the shares of the Company from the Selling Shareholder.

6. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed given and received (a) when hand delivered to the address stated below, (b) two (2) days after being mailed to the addresses stated below, postage prepaid by certified or registered mail of the United States, return receipt requested, or (c) on the day after

ROA 000654

ROA 000655

being deposited with Federal Express or another nationally recognized overnight delivery service to the address set forth below:

If to the Company: Coastal Forest Resources Company
P. O. Box 1128
Havana, FL 32333
Attn: Travis Bryant

If to Merrill B. Light: 9 Wild Heron Pont
Hilton Head, SC 29928

If to Hampton Luzak 167 East 71st St
New York, NY 10021

If to Victor C. Barringer, II Post Office Box 829
Weldon, NC 27890
Attn: Pat Harrell

Any part to this Agreement may change its designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth in this section.

7. Unless otherwise provided herein, this Agreement shall not be amended except by a written instrument signed by all parties hereto.

8. This Agreement shall apply to and bind each Barringer Sibling in his or her individual capacity, as well as any trust established by, or for the benefit of, a Barringer Sibling or their lineal descendants, and all of their respective heirs, successors, assigns and personal representatives. The execution hereof by each Barringer Sibling shall be deemed to be in his or her individual capacity, and in each Barringer Sibling's capacity as a grantor, trustee or beneficiary of any trust.

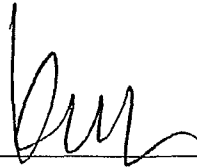
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, excluding, however, the conflict of law and choice of law provisions thereof. The parties hereto irrevocably submit to the jurisdiction of the state and federal courts of the State of Virginia.

ROA 000655

ROA 000656

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner prescribed by law, all as of the day and year first above written.

COASTAL FOREST RESOURCES COMPANY



By: Kevin M. Luzak
Title: Chief Executive Officer

Merrill B. Light

Hampton B. Luzak

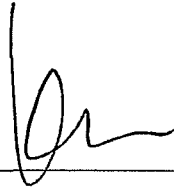
Victor C. Barringer, II

ROA 000656

ROA 000657

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner prescribed by law, all as of the day and year first above written.

COASTAL FOREST RESOURCES COMPANY



By: Kevin M. Luzak
Title: Chief Executive Officer



Merrill B. Light

Hampton B. Luzak

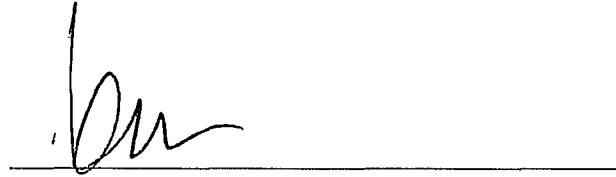
Victor C. Barringer, II

ROA 000657

ROA 000658

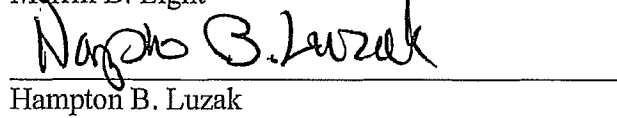
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner prescribed by law, all as of the day and year first above written.

COASTAL FOREST RESOURCES COMPANY



By: Kevin M. Luzak
Title: Chief Executive Officer

Merrill B. Light



Hampton B. Luzak

Victor C. Barringer, II

ROA 000658

ROA 000659

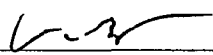
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner prescribed by law, all as of the day and year first above written.

COASTAL FOREST RESOURCES COMPANY

By: Kevin M. Luzak
Title: Chief Executive Officer

Merrill B. Light

Hampton B. Luzak


Victor C. Barringer, II

ROA 000659

ROA 000660

Exhibit 2

ELECTRONICALLY FILED - 2017 Mar 13 1:54 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

ROA 000660

ROA 000661

STOCK POWER

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Paul B. Barringer, II, Co-Trustee of the Paul B. Barringer Revocable Trust, dated December 4, 1998, as amended ("Assignor") hereby assigns, transfers, and conveys 38,271 shares of his right, title, and interest in and to his shares of stock in Coastal Forest Recourses Company, a Virginia corporation ("Corporation") which consists of a total of 38,272 shares of voting common stock represented by Share Certificate number fourteen (14) and Assignor to Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust, dated February 1, 2008 ("Assignee") and hereby irrevocably appoints John M. Jolley, as his attorney in fact to transfer said Shares on the books of the Corporation with the full power of substitution.

IN WITNESS WHEREOF, the undersigned executes this Stock Power this 11th day of September, 2012.

Witnesses:

Assignor:

Paul B. Barringer Revocable Trust

Merrill U. Barringer

By: Paul B. Barringer
Paul B. Barringer, Co-Trustee

Sharon E. Potts

HILTONHEAD 773531v1 049819-00003
09/04/2012

ROA 000661

CONFIDENTIAL

COASTAL 000005

ELECTRONICALLY FILED - 2017 Mar 13 1:54 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

ROA 000662

Exhibit 3

ELECTRONICALLY FILED - 2017 Mar 13 1:54 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

ROA 000662

ROA 000663

Assignment of Shares

This Assignment of Shares ("Assignment"), effective as of the 11th day of September, 2012, is entered into by and between Paul B. Barringer, II, Co-Trustee of the Paul B. Barringer Revocable Trust, dated December 4, 1998, as amended ("Assignor"); Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust, dated February 1, 2008 ("Assignee"); and Coastal Forest Recourses Company, a Virginia corporation ("Corporation").

Whereas, Assignor presently holds 38,272 shares of the issued and outstanding shares of stock in the Corporation ("Shares") of all issued and outstanding shares of stock in the Corporation.

Whereas, Assignor desires to assign and Assignee desires to receive 38,271 Shares of Assignor's Shares in the Corporation.

Now, Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows.

1. Assignment of Shares. Assignor hereby assigns 38,271 Shares of Assignor's Shares in the Corporation to Assignee. Assignor represents and warrants that the Shares hereby assigned to Assignee are owned by Assignor and such transfer is free and clear from any and all encumbrances of any nature whatsoever and that Assignor has full power and authority to assign and transfer the Share to Assignee.

2. Miscellaneous Provisions.

2.1 Applicable Law. This Assignment is to be performed in the State of South Carolina and shall be governed by and construed in accordance with the laws of the State of South Carolina. Any action brought to enforce or interpret this Assignment shall be brought in the court of appropriate jurisdiction in Beaufort County, South Carolina.

2.2 Construction and Interpretation. If any provision of this Assignment require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion or agreement that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have participated equally in the preparation of this Assignment [and the documents and exhibits contemplated hereunder] and that legal counsel was consulted by each party before the execution of this Assignment.

2.3 Captions and Heading. Captions, headings or titles to sections or paragraphs used herein are for convenience and shall not be deemed to limit or alter any provision hereof.

2.4 Successors and Assigns. This Assignment and the terms and provisions hereto shall insure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

2.5 Entire Agreement. This Assignment embodies the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes all prior representations, agreements and understandings, oral or written, relating to such subject matter. Each party hereto represents and warrants to the other party that it is not relying on any promises, covenants, representations or agreements, oral or written, which are not set forth in this Assignment.

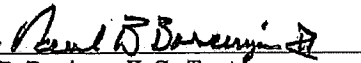
ROA 000663

ROA 000664

Assignor and Assignee execute this Assignment as of the date first above written.

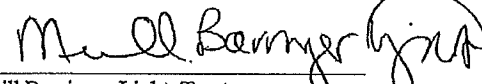
Assignor:

Paul B. Barringer Revocable Trust

By: 
Paul B. Barringer, II, Co-Trustee

Assignee:

Merrill Barringer Light Revocable Trust

By: 
Merrill Barringer Light, Trustee

HILTONHEAD 773532v1 049819-00003
09/04/2012

ROA 000664

ROA 000665

Exhibit 7

Dkt. # 183 - Transcript of October 23, 2015

ROA 000665

ROA 000666

1 UNITED STATES DISTRICT COURT.
2 EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION
3 HAMPTON B. LUZAK,) Case 1:15-cv-00501
4 Plaintiff,)
5 v.) Alexandria, Virginia
6 MERILL B. LIGHT,) October 23, 2015
and) 10:05 a.m.
7 COASTAL FOREST RESOURCES)
COMPANY,)
8 Defendants.)
9 Pages 1 - 29

10 TRANSCRIPT OF MOTIONS TO DISMISS
11 BEFORE THE HONORABLE ANTHONY J. TRENGA
12 UNITED STATES DISTRICT COURT JUDGE
13
14
15
16
17
18
19
20
21
22
23
24

25 COMPUTERIZED TRANSCRIPTION OF STENOGRAPHIC NOTES

ROA 000666

ROA 000667

1 B. Light's motion to dismiss and Defendant Paul
2 Barringer, II's motion to dismiss.

3 Briefly by way of background for the record,
4 in the supplemental complaint, the plaintiff claims
5 that a transfer of stock from her father to her sister,
6 Ms. Light, violated the provisions of a share purchase
7 agreement between the plaintiff, Ms. Luzak; her sister,
8 Ms. Light; and her brother, Paul Barringer, II,
9 specifically right of first refusal under which the
10 company, Coastal, has a right to purchase any stock
11 that is offered for sale to the defendants.

12 Defendants have moved to dismiss the
13 supplemental complaint on the grounds that it fails to
14 plead facts sufficient under the standards of *Twombly*
15 and *Iqbal*.

16 In assessing the sufficiency of a
17 supplemental complaint, the Court has considered, as it
18 properly can on a motion to dismiss, the terms of the
19 share purchase agreement itself since that agreement is
20 referenced in and constitutes the basis for plaintiff's
21 claim even though the agreement itself was not attached
22 to the supplemental complaint.

23 In that regard, plaintiff contends that the
24 right of first refusal in the agreement applies to all
25 acquisitions of stock however acquired, even presumably

ROA 000667

ROA 000668

Exhibit 8

**Dkt. No. 283 – Brief in Support of Defendant Merrill Barringer
Light's Motion for Summary Judgment**

ROA 000668

ROA 000669

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

HAMPTON B. LUZAK,

Plaintiff,

v.

MERRILL B. LIGHT, PAUL B.
BARRINGER, II, AND COASTAL FOREST
RESOURCES COMPANY,

Defendants.

Case No. 1:15-cv-501 (AJT/IDD)

**BRIEF IN SUPPORT OF DEFENDANT
MERRILL BARRINGER LIGHT'S MOTION FOR SUMMARY JUDGMENT**

ELECTRONICALLY FILED - 2017 Mar 13 1:54 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

ROA 000669

ROA 000670

Defendant Merrill Barringer Light, by counsel, pursuant to Federal Rule of Civil Procedure 56, files this Brief in Support of her Motion for Summary Judgment, and in support thereof, states as follows:

I. INTRODUCTION

Ms. Light respectfully submits that the time has come for this factually unsupportable breach of contract case to be dismissed with prejudice.

In allowing the Amended Supplemental Complaint to survive Defendants' Motions to Dismiss, this Court found Plaintiff's case to be "barely plausible." The Court also observed that it was likely that the assignment of stock at issue would turn out to be a gift "and no amount of discovery would establish otherwise." (Dec. 11, 2015 Hr'g Tr. at 21:7-19.) The Court was correct – there are no genuine issues of material fact as to whether the assignment of the stock was a "sale" or "purchase" – or anything other than a gift. It was not. As a result, the terms of the 2010 Sibling Agreement were never triggered, much less breached.

This Court has already found as a matter of law that the 2010 Sibling Agreement is "unambiguous and applies only to sales of stock or agreements to purchase stock and not to gifts of stock." (Oct. 23, 2015 Hr'g Tr. at 25:6-7.) The Court has also already held that only transfers of money or property in exchange for CFRC stock would trigger the 2010 Sibling Agreement, and that any "collateral nonmonetary agreements or understandings would not turn a gift into a sale for the purposes of the share purchase agreement." (Dec. 11, 2015 Hr'g Tr. at 22:13-19.) As a result, the only way that the 2010 Sibling Agreement could have been triggered is if Ms. Light gave money or property to her father in exchange for the stock that was transferred to her on September 11, 2012. The record is uniform, unrefuted and irrefutable in this regard: she did not.

ROA 000670

ROA 000671

Dated: December 31, 2015

Respectfully submitted,

/s/ Charles B. Molster, III

Charles B. Molster, III
Virginia Bar No. 23613
Adam S. Nadelhaft (*Pro Hac Vice*)
WINSTON & STRAWN LLP
1700 K Street, N.W.
Washington, D.C. 20006-3817
Telephone: (202) 282-5988
Facsimile: (202) 282-5100
cmolster@winston.com
anadelhaft@winston.com

James P. Smith (*Pro Hac Vice*)
WINSTON & STRAWN LLP
200 Park Avenue
New York, NY 10166
Telephone: (212) 294-4633
Facsimile: (212) 294-4700
Email: jpsmith@winston.com

ATTORNEYS FOR DEFENDANT
MERRILL B. LIGHT

ROA 000671

ROA 000672

Exhibit 9

P. Barringer Privilege Log of October 15, 2015

Amended Complaint Ex. 2

ROA 000672

LUZAK V. LIGHT, ET. AL
CASE NO. 1:15-CV-501-AJT-IDD
FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PAUL BARRINGER PRIVILEGE LOG
October 15, 2015

ROA 000673

Doc ID Start	Doc ID End	Sender/Author	Recipients	Date	Subject	Privilege
PBARRINGER-000048		John Jolley, Esq.		1/30/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000049	PBARRINGER-000050	John Jolley, Esq.	Robert Slane	2/15/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000051	PBARRINGER-000052	John Jolley, Esq.	Robert Slane cc: Becki Bostick	2/15/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000053	PBARRINGER-000054	John Jolley, Esq.		2/23/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000055	PBARRINGER-000056	John Jolley, Esq.	Robert Slane cc: Becki Bostick	2/22/2012	Email string re Paul Barringer Trust	Attorney-Client
PBARRINGER-000057		John Jolley, Esq.	Paul B. Barringer, II Merrill U. Barringer	2/21/2012	Letter to Mr. and Mrs. Barringer re Paul Barringer Trust and Merrill U. Barringer Will	Attorney-Client
PBARRINGER-000058	PBARRINGER-000087			2/28/2012	Paul B. Barringer First Amendment and Restatement of Revocable Trust Agreement	Attorney-Client
PBARRINGER-000088	PBARRINGER-000089	John Jolley, Esq.	Robert Slane	3/12/2012	Email string re Paul Barringer Restated Trust 2012	Attorney-Client
PBARRINGER-000090	PBARRINGER-000095	John Jolley, Esq.	Paul B. Barringer, II	3/26/2012	Letter and bill for services rendered re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000096		John Jolley, Esq.	Robert Slane	3/27/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000098	PBARRINGER-000099	John Jolley, Esq.		4/9/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000100	PBARRINGER-000101	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/9/2012	Draft memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000102		John Jolley, Esq.		Undated	John Jolley, Esq. notes on Paul Barringer's July 2011 Financial Statement	Attorney-Client
PBARRINGER-000103	PBARRINGER-000104	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/9/2012	Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000105	PBARRINGER-000106	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/9/2012	John Jolley, Esq. copy of Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts with Mr. Jolley's Notes	Attorney-Client
PBARRINGER-000107		John Jolley, Esq.		Undated	John Jolley, Esq. notes on Paul Barringer's July 2011 Financial Statement	Attorney-Client
PBARRINGER-000108	PBARRINGER-000110	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/11/2012	Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000112		Robert Slane	John Jolley, Esq.	4/18/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000113		John Jolley, Esq.		5/1/2014	Notes re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000114	PBARRINGER-000115	John Jolley, Esq.	Paul B. Barringer, II Merrill U. Barringer	5/17/2012	Letter to Mr. and Mrs. Barringer re estate planning	Attorney-Client
PBARRINGER-000116	PBARRINGER-000144			7/20/2012	Second Amendment and Restatement of Paul Barringer Revocable Trust Agreement	Attorney-Client
PBARRINGER-000145		John Jolley, Esq.		6/12/2014	Notes re Paul Barringer estate planning	Attorney-Client

ROA 000673

LUZAK V. LIGHT, ET. AL.
CASE NO. 1:15-CV-501-AJT-IDD
FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PAUL BARRINGER PRIVILEGE LOG
October 15, 2015

ROA 000674

Doc ID Start	Doc ID End	Sender/Author	Recipient	Date	Subject	Privilege
PBARRINGER-000146		John Jolley, Esq.	Paul B. Barringer, II	1/10/2013	Email re Paul Barringer estate planning	Attorney-Client

ROA 000674

ROA 000675

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2016-CP-07-01919

IN THE MATTER OF ESTATE OF PAUL
BRANDON BARRINGER, II

HAMPTON BARRINGER LUZAK.

Plaintiff.

V.

MERRILL B. LIGHT , MERRILL U. BARRINGER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PAUL BRANDON BARRINGER, II, J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT AS PUTATIVE TRUSTEE OF THE PAUL B. BARRINGER, II REVOCABLE TRUST DATED DECEMBER 4, 1998, AND MERRILL B. LIGHT AS TRUSTEE OF THE MERRILL BARRINGER LIGHT REVOCABLE TRUST.

Defendants.

**DEFENDANTS MERRILL B. LIGHT
AND J. RANDOLPH LIGHT, JR.'S
ANSWER TO PLAINTIFF'S AMENDED
COMPLAINT**

TO: ALL COUNSEL OF RECORD

Defendants J. Randolph Light, Jr. and Merrill B. Light, individually and as Trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998 and the Merrill Barringer Light Revocable Trust (hereinafter “Defendants”), answering the Amended Complaint of Hampton Barringer Luzak, hereinafter “Plaintiff,” allege and state as follows:

Defendants deny each and every allegation not specifically admitted hereinafter. Furthermore, Defendants do not make any statements or stipulations about the admissibility of any documents referenced in or attached to Plaintiff's Amended Complaint.

ROA 000675

ROA 000676

FOR A FIRST DEFENSE

1. Defendants answer the allegations contained in Paragraph 1 of Plaintiff's Amended Complaint as follows:

- (a) Defendants are without sufficient information or belief as to the allegations of Paragraph 1(a) of Plaintiff's Amended Complaint regarding Plaintiff's residency and therefore deny same and demand strict proof thereof, and admit that Plaintiff is the daughter of Decedent Paul Barringer.
- (b) Defendants admit the allegations contained in Paragraph 1(b) of Plaintiff's Amended Complaint.
- (c) Defendants admit that Defendant Merrill U. Barringer is the surviving widow of Decedent Paul Barringer and that she has been appointed as personal representative of his estate. Defendants are without sufficient information or belief as to the remaining allegations of Paragraph 1(c) of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.
- (d) Defendants admit the allegations of Paragraph 1(d) of Plaintiff's Amended Complaint.

2. Defendants admit the allegations contained in Paragraph 2 of Plaintiff's Amended Complaint.

3. Defendants admit the allegations contained in Paragraph 3 of Plaintiff's Amended Complaint.

ROA 000676

ROA 000677

4. As to the allegations of Paragraph 4 of Plaintiff's Amended Complaint, Defendants admit that on June 9, 2016, Decedent Paul Barringer's will was admitted to informal probate, Mrs. Barringer's application for informal appointment as personal representative was granted, and that Decedent Paul Barringer's estate is being administered in the Beaufort County Probate Court. Defendants deny the remaining allegations of Paragraph 4 of Plaintiff's Amended Complaint and demand strict proof thereof.

5. As to the allegations of Paragraph 5 of Plaintiff's Amended Complaint, Defendants admit only that Decedent Paul Barringer signed an Amendment and Restatement of Trust Agreement on February 5, 2015. Defendants are without sufficient information or belief to admit or deny what Plaintiff has reviewed and what Plaintiff is aware relating to this document, and therefore generally deny same and demand strict proof thereof.

6. Defendants deny the allegations contained in Paragraph 6 of Plaintiff's Amended Complaint and demand strict proof thereof.

7. Paragraph 7 of Plaintiff's Amended Complaint does not state an allegation of fact and, accordingly, an answer is not required. Defendants further state that the lawsuit is barred by the doctrines of res judicata and statute of limitations. To the extent an allegation of fact is alleged, Defendants deny same and demand strict proof thereof.

8. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 7 of Plaintiff's Amended Complaint.

9. Defendants admit the allegations contained in Paragraph 9 of Plaintiff's Amended Complaint.

ROA 000677

ROA 000678

10. Upon information and belief, Defendants admit the allegations contained in Paragraph 10 of Plaintiff's Amended Complaint.

11. As to the allegations of Paragraph 11 of Plaintiff's Amended Complaint, Defendants are without sufficient information or belief to admit or deny Plaintiff's feelings toward her father and his work, and therefore generally deny same and demand strict proof thereof.

12. Defendants admit the allegations contained in Paragraph 12 of Plaintiff's Amended Complaint.

13. As to the allegations of Paragraph 13 of Plaintiff's Amended Complaint, Defendants are without sufficient information or belief to admit or deny Plaintiff's level of association with her father and his businesses, and therefore deny same and demand strict proof thereof. Defendants admit the remaining allegations contained in Paragraph 13 of Plaintiff's Amended Complaint.

14. As to the allegations of Paragraph 14 of Plaintiff's Amended Complaint, Defendants admit that Paul Barringer built a substantial estate through his lumber and timber companies. Defendants deny that Decedent Paul Barringer always treated his children equally with respect to his estate planning, and further deny that his intentions about ownership of CFRC were frequently discussed at family meetings. Defendants deny the remaining allegations of Paragraph 14 of Plaintiff's Amended Complaint and demand strict proof thereof.

15. As to the allegations of Paragraph 15 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into a Stock Purchase Agreement in 1996, and further state that the document speaks for itself; except as expressly stated herein, Defendants

ROA 000678

ROA 000679

deny any remaining allegations set forth in Paragraph 15 of Plaintiff's Amended Complaint and demand strict proof thereof.

16. As to the allegations of Paragraph 16 of Plaintiff's Amended Complaint, Defendants deny that Decedent Paul Barringer had any "central goals" with respect to his estate plan other than those outlined in his estate planning documents. Defendants admit that Decedent Paul Barringer entered into agreements with respect to CFRC stock, and state that those agreements speak for themselves. Defendants deny the remaining allegations of Paragraph 16 of Plaintiff's Amended Complaint and demand strict proof thereof.

17. Defendants admit the allegations contained in Paragraph 17 of Plaintiff's Amended Complaint.

18. As to the allegations of Paragraph 18 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into various transactions and trust agreements that relate to CFRC stock and state that said transactions and trust agreements speak for themselves. Defendants are without sufficient information or belief to admit or deny the remaining allegations of Paragraph 18 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

19. As to the allegations of Paragraph 19 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into numerous different transactions and trust agreements that relate to CFRC stock and that said transactions and trust agreements speak for themselves. Defendants are without sufficient information or belief to admit or deny the remaining allegations of Paragraph 19, and therefore generally deny same and demand strict proof thereof.

ROA 000679

ROA 000680

20. As to the allegations of Paragraph 20 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into various transactions and trust agreements that relate to CFRC stock and state that said transactions and trust agreements speak for themselves. Defendants are without sufficient information or belief to admit or deny the remaining allegations of Paragraph 20, and therefore generally deny same and demand strict proof thereof.

21. As to the allegations of Paragraph 21 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into various transactions and trust agreements that relate to CFRC stock and state that said transactions and trust agreements speak for themselves. Defendants are without sufficient information or belief to admit or deny the remaining allegations of Paragraph 21, and therefore generally deny same and demand strict proof thereof.

22. As to the allegations of Paragraph 22 of Plaintiff's Amended Complaint, Defendants are without sufficient information or belief to admit or deny the allegations of Paragraph 22, and therefore generally deny same and demand strict proof thereof.

23. As to the allegations of Paragraph 23 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into various transactions and trust agreements that relate to CFRC stock and state that said transactions and trust agreements speak for themselves. Defendants are without sufficient information or belief to admit or deny the remaining allegations of Paragraph 23, and therefore generally deny same and demand strict proof thereof.

ROA 000680

ROA 000681

24. As to the allegations of Paragraph 24 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. admits only that he was involved in certain litigation involving real estate transactions in Texas, and denies the remaining allegations contained in Paragraph 24 of Plaintiff's Amended Complaint and demands strict proof thereof. Further answering Paragraph 24 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. denies the allegations to the extent they present mere allegations from opposing parties in prior litigation as "facts." Defendant Merrill Light is without sufficient information or belief to admit or deny the allegations contained in Paragraph 24 of Plaintiff's Amended Complaint, therefore she generally denies same and demands strict proof thereof.

25. As to the allegations of Paragraph 25 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. admits only that he was involved in certain litigation involving real estate transactions in Texas, and denies the remaining allegations contained in Paragraph 25 of Plaintiff's Amended Complaint and demands strict proof thereof. Further answering Paragraph 25 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. denies the allegations to the extent they present mere allegations from opposing parties in prior litigation as "facts." Defendant Merrill Light is without sufficient information or belief to admit or deny the allegations contained in Paragraph 25 of Plaintiff's Amended Complaint, therefore she generally denies same and demands strict proof thereof.

26. As to the allegations of Paragraph 26 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. admits only that he was involved in certain litigation involving real estate transactions in Texas, and denies the remaining allegations contained in Paragraph 26 of Plaintiff's Amended Complaint and demands strict proof thereof. Further answering Paragraph

ROA 000681

ROA 000682

26 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. denies the allegations to the extent they present mere allegations from opposing parties in prior litigation as "facts." Defendant Merrill Light is without sufficient information or belief to admit or deny the allegations contained in Paragraph 26 of Plaintiff's Amended Complaint, therefore she generally denies same and demands strict proof thereof.

27. As to the allegations of Paragraph 27 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. admits only that he was involved in certain litigation involving real estate transactions in Texas, and denies the remaining allegations contained in Paragraph 27 of Plaintiff's Amended Complaint and demands strict proof thereof. Further answering Paragraph 27 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. denies the allegations to the extent they present mere allegations from opposing parties in prior litigation as "facts." Defendant Merrill Light is without sufficient information or belief to admit or deny the allegations contained in Paragraph 27 of Plaintiff's Amended Complaint, therefore she generally denies same and demands strict proof thereof.

28. Defendants deny the allegations contained in Paragraph 28 of Plaintiff's Amended Complaint and demand strict proof thereof.

29. As to the allegations of Paragraph 29 of Plaintiff's Amended Complaint, Defendants state that the document speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 29 of Plaintiff's Amended Complaint and demand strict proof thereof.

30. As to the allegations of Paragraph 30 of Plaintiff's Amended Complaint, Defendants state that the documents referenced therein speak for themselves; except as expressly

ROA 000682

ROA 000683

stated herein, Defendants deny any remaining allegations set forth in Paragraph 30 of Plaintiff's Amended Complaint and demand strict proof thereof.

31. As to the allegations of Paragraph 31 of Plaintiff's Amended Complaint, Defendants admit that Defendant Merrill Light had a conversation with Plaintiff regarding the fact that Robert Slane was coming to Hilton Head to meet with Decedent Paul Barringer and Merrill U. Barringer, which he did regularly. Defendants deny the remaining allegations of Paragraph 31 of Plaintiff's Amended Complaint and demand strict proof thereof.

32. As to the allegations of Paragraph 32 of Plaintiff's Amended Complaint, Defendants admit that during early 2012, there were discussions in which Kevin Luzak requested an increased salary and made different suggestions about the direction of CFRC, which were completely contrary to the desires and plans of Decedent Paul Barringer for the future of CFRC. Defendants lack sufficient information to admit or deny the remaining allegations of Paragraph 32, and therefore generally deny same and demand strict proof thereof.

33. Defendants deny the allegations contained in Paragraph 33 of Plaintiff's Amended Complaint and demand strict proof thereof.

34. As to the allegations of Paragraph 34 of Plaintiff's Amended Complaint, Defendants state that the privilege log speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 34 of Plaintiff's Amended Complaint and demand strict proof thereof

35. Defendants are without sufficient information or belief to admit or deny the allegations contained in Paragraph 35 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

ROA 000683

ROA 000684

36. As to the allegations of Paragraph 36 of Plaintiff's Amended Complaint, Defendants admit that Dr. Paul Long treated Paul Barringer and state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 36 of Plaintiff's Amended Complaint and demand strict proof thereof.

37. Defendants admit the allegations of Paragraph 37 of Plaintiff's Amended Complaint regarding who was in attendance at the April 2012 CFRC board meeting, and deny the remaining allegations set forth in Paragraph 37 of Plaintiff's Amended Complaint and demand strict proof thereof.

38. As to the allegations of Paragraph 38 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer had a negative view of certain individuals from New York who were brought to the April 25, 2012 CFRC Board meeting by Kevin Luzak. Defendants deny the remaining allegations set forth in Paragraph 38 of Plaintiff's Amended Complaint and demand strict proof thereof.

39. Defendants are without sufficient information or belief to admit or deny the allegations contained in Paragraph 39 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

40. As to the allegations of Paragraph 40 of Plaintiff's Amended Complaint, Defendants admit that Paul Barringer was admitted to St. Joseph's Hospital in Savannah, Georgia on May 2, 2012 and state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 40 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000684

ROA 000685

41. As to the allegations of Paragraph 41 of Plaintiff's Amended Complaint, Defendants state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 41 of Plaintiff's Amended Complaint and demand strict proof thereof.

42. As to the allegations of Paragraph 42 of Plaintiff's Amended Complaint, Defendants state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 42 of Plaintiff's Amended Complaint and demand strict proof thereof.

43. As to the allegations of Paragraph 43 of Plaintiff's Amended Complaint, Defendants admit that Paul Barringer was discharged from St. Joseph's Hospital on May 4, 2012 and state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 41 of Plaintiff's Amended Complaint and demand strict proof thereof.

44. As to the allegations of Paragraph 44 of Plaintiff's Amended Complaint, Defendants state that the CFRC stock register speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 44 of Plaintiff's Amended Complaint and demand strict proof thereof.

45. As to the allegations of Paragraph 45 of Plaintiff's Amended Complaint, Defendants admit that Dr. Paul Long treated Paul Barringer and state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 45 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000685

ROA 000686

46. Defendants are without sufficient information to admit or deny the allegations set forth in Paragraph 46 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

47. As to the allegations of Paragraph 47 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer and Merrill Barringer stayed with Plaintiff and her husband during their visit to Charleston during the week of May 7, 2012, state that the medical records referenced therein speak for themselves, and are without sufficient information to admit or deny the remaining allegations set forth in Paragraph 47 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

48. Defendants deny the allegations contained in Paragraph 48 of Plaintiff's Amended Complaint and demand strict proof thereof.

49. As to the allegations of Paragraph 49 of Plaintiff's Amended Complaint, Defendants lack sufficient information or belief to admit or deny, and therefore Defendants generally deny same and demand strict proof thereof.

50. As to the allegations of Paragraph 50 of Plaintiff's Amended Complaint, Defendants state that the allegations contain legal conclusions to which no response is necessary, and that the CRFC stock documents and voting shares speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 50 of Plaintiff's Amended Complaint and demand strict proof thereof.

51. As to the allegations of Paragraph 51 of Plaintiff's Amended Complaint, Defendants deny that there was any attempt by Defendant Merrill Light to conceal, or keep from disclosing that she was co-trustee of Decedent Paul Barringer's Revocable Trust. As to the

ROA 000686

ROA 000687

remaining allegations of Paragraph 51 of Plaintiff's Amended Complaint, the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 51 of Plaintiff's Amended Complaint and demand strict proof thereof.

52. As to the allegations of Paragraph 52 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer's Durable Power of Attorney was filed on May 11, 2012 and was prepared by John Jolley and state that the document speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 52 of Plaintiff's Amended Complaint and demand strict proof thereof.

53. Defendants are without sufficient information or belief to admit or deny the allegations contained in Paragraph 53 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

54. Defendants deny the allegations set forth in Paragraph 54 of Plaintiff's Amended Complaint and demand strict proof thereof.

55. Defendants deny the allegations set forth in Paragraph 55 of Plaintiff's Amended Complaint and demand strict proof thereof.

56. As to the allegations of Paragraph 56 of Plaintiff's Amended Complaint, Defendants admit only that Decedent Paul Barringer had a negative view of certain individuals from New York who were brought to CFRC meetings by, or otherwise involved with the company through, Kevin Luzak. Defendants deny the remaining allegations set forth in Paragraph 56 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000687

ROA 000688

57. As to the allegations of Paragraph 57 of Plaintiff's Amended Complaint, Defendants admit only that Defendant J. Randolph Light, Jr. was involved in certain litigation involving real estate transactions in Texas, and deny the remaining allegations contained in Paragraph 57 of Plaintiff's Amended Complaint and demand strict proof thereof.

58. As to the allegations of Paragraph 58 of Plaintiff's Amended Complaint, Defendants admit only that Defendant J. Randolph Light, Jr. was involved in certain litigation involving real estate transactions in Texas, and deny the remaining allegations contained in Paragraph 58 of Plaintiff's Amended Complaint and demand strict proof thereof.

59. As to the allegations of Paragraph 59 of Plaintiff's Amended Complaint, Defendants state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 59 of Plaintiff's Amended Complaint and demand strict proof thereof.

60. Defendants deny the allegations contained in Paragraph 60 of Plaintiff's Amended Complaint and demand strict proof thereof.

61. Defendants deny the allegations contained in Paragraph 61 of Plaintiff's Amended Complaint and demand strict proof thereof.

62. As to the allegations of Paragraph 62 of Plaintiff's Amended Complaint, Defendants state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 62 of Plaintiff's Amended Complaint and demand strict proof thereof.

63. As to the allegations of Paragraph 63 of Plaintiff's Amended Complaint, Defendants admit that a CFRC Board meeting was held on June 28, 2012, state that the minutes

ROA 000688

ROA 000689

of that Board meeting speak for themselves, and deny any remaining allegations of Paragraph 63 of Plaintiff's Amended Complaint and demand strict proof thereof.

64. As to the allegations of Paragraph 64 of Plaintiff's Amended Complaint, Defendants deny that Decedent Paul Barringer made delusional, unfounded or outlandish accusations during the June 28, 2012 meeting or that Defendant Merrill Light supported and coached Decedent Paul Barringer in any "delusional accusations" and state that the June 28, 2012 minutes of the special meeting referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 64 of Plaintiff's Amended Complaint and demand strict proof thereof.

65. As to the allegations of Paragraph 65 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light coached Decedent Paul Barringer and state that the June 28, 2012 minutes of the special meeting referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 65 of Plaintiff's Amended Complaint and demand strict proof thereof.

66. As to the allegations of Paragraph 66 of Plaintiff's Amended Complaint, the June 28, 2012 minutes of the special meeting referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 66 of Plaintiff's Amended Complaint and demand strict proof thereof.

67. Defendants deny the allegations of Paragraph 67 of Plaintiff's Amended Complaint and demand strict proof thereof.

68. Defendants deny the allegations of Paragraph 68 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000689

ROA 000690

69. As to the allegations of Paragraph 69 of Plaintiff's Amended Complaint, Defendants deny that Michael Hagler was an independent member of the CFRC Board of Directors, deny that Decedent Paul Barringer was coached by Defendant Merrill Light, and state that the document referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 69 of Plaintiff's Amended Complaint and demand strict proof thereof.

70. As to the allegations of Paragraph 70 of Plaintiff's Amended Complaint, Bradley Herring's letter referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 70 of Plaintiff's Amended Complaint and demand strict proof thereof.

71. As to the allegations of Paragraph 71 of Plaintiff's Amended Complaint, the July 1, 2012 email referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 71 of Plaintiff's Amended Complaint and demand strict proof thereof.

72. As to the allegations of Paragraph 72 of Plaintiff's Amended Complaint, Defendants deny that Paul Barringer was delusional, confused or had severely deteriorated memory in June and July 2012, and state that the July 6, 2012 letter referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 72 of Plaintiff's Amended Complaint and demand strict proof thereof.

73. As to the allegations of Paragraph 73 of Plaintiff's Amended Complaint, Defendants deny that Decedent Paul Barringer was delusional or that he was coached by Defendant Merrill Light and state that the documents referenced therein speak for themselves;

ROA 000690

ROA 000691

except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 73 of Plaintiff's Amended Complaint and demand strict proof thereof.

74. As to the allegations of Paragraph 74 of Plaintiff's Amended Complaint:

(a) Defendants deny the allegation or implication that Defendant Merrill Light withheld information from the CFRC board and demand strict proof thereof, and state that the documents referenced in Paragraph 74(a) speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 74(a) and demand strict proof thereof.

(b) Defendants deny the allegation or implication that Defendant Merrill Light withheld information from the CFRC board and demand strict proof thereof, and state that the documents referenced in Paragraph 74(b) speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 74(b) and demand strict proof thereof.

75. As to the allegations of Paragraph 75 of Plaintiff's Amended Complaint, Defendants deny that Paul Barringer was in a state of confusion and exhibiting irrational and erratic behavior in July 2012, deny that Defendant Merrill Light or Decedent Paul Barringer (or anyone else) had any obligation or duty to inform Plaintiff when and if changes to Decedent Paul Barringer's Revocable Trust were made, and state that the document referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 75 of Plaintiff's Amended Complaint and demand strict proof thereof.

76. As to the allegations of Paragraph 76 of Plaintiff's Amended Complaint, the documents referenced therein speaks for itself; except as expressly stated herein, Defendants deny

ROA 000691

ROA 000692

any remaining allegations set forth in Paragraph 76 of Plaintiff's Amended Complaint and demand strict proof thereof.

77. As to the allegations of Paragraph 77 of Plaintiff's Amended Complaint, Defendants deny that Paul Barringer was incompetent in July and August 2012, admit that Defendant Merrill Light did not send a letter to Michael Hagler in response to Hagler's July and August letters, state that Defendant Merrill Light had no obligation to send any such response, and deny the remaining allegations set forth in Paragraph 77 of Plaintiff's Amended Complaint and demand strict proof thereof.

78. As to the allegations of Paragraph 78 of Plaintiff's Amended Complaint:

- (a) As to the allegations of Paragraph 78 (a) of Plaintiff's Amended Complaint, Defendants deny the allegations that they (or others) concocted a false presentation, devised a false set of shareholder minutes, concealed information, or otherwise acted improperly in connection with the August 3, 2012 meeting, and state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 78 (a) of Plaintiff's Amended Complaint and demand strict proof thereof.
- (b) The allegations in Paragraph 78(b) of Plaintiff's Amended Complaint contain legal conclusions to which no response is required. To the extent a response is deemed required, Defendants state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any

ROA 000692

ROA 000693

remaining allegations set forth in Paragraph 78(b) of Plaintiff's Amended Complaint and demand strict proof thereof.

79. Defendants deny the allegations set forth in Paragraph 79 of Plaintiff's Amended Complaint and demand strict proof thereof.

80. Defendants deny the allegations of Paragraph 80 of Plaintiff's Amended Complaint and demand strict proof thereof.

81. As to the allegations of Paragraph 81 of Plaintiff's Amended Complaint, Defendants state that the minutes from that meeting speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 81 of Plaintiff's Amended Complaint and demand strict proof thereof.

82. As to the allegations of Paragraph 82 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light refused to allow investigation into any "spurious" allegations against Kevin Luzak, and deny that the CFRC board was taking a destructive course. Further, the documents referenced in Paragraph 82 speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 82 of Plaintiff's Amended Complaint and demand strict proof thereof.

83. As to the allegations of Paragraph 83 of Plaintiff's Amended Complaint, Defendants state that the documents and minutes referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 83 of Plaintiff's Amended Complaint and demand strict proof thereof.

84. As to the allegations of Paragraph 84 of Plaintiff's Amended Complaint, Defendants deny any allegations of concealment and deny that there was any obligation to

ROA 000693

ROA 000694

disclose the gift transfer of CFRC voting shares and state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 84 of Plaintiff's Amended Complaint and demand strict proof thereof.

85. As to the allegations of Paragraph 85 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light manipulated or exercised undue influence over Decedent Paul Barringer, deny that Defendant Merrill Light stole Decedent Paul Barringer's CFRC voting stock, deny that Decedent Paul Barringer lacked mental capacity in September 2012, deny that there was an obligation to inform Plaintiff of the transfer, deny that Plaintiff was intended to receive half of Paul B. Barringer's CFRC voting stock, and state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 85 of Plaintiff's Amended Complaint and demand strict proof thereof.

86. As to the allegations of Paragraph 86 of Plaintiff's Amended Complaint, Defendants admit that on September 11, 2012, the CFRC Board Members were Defendant Merrill Light, Defendant J. Randolph Light, Jr., Paul B. Barringer, and Travis Bryant, deny that the CFRC board members had any obligation to inform Plaintiff of the transfer of voting shares referenced in Paragraph 86 of Plaintiff's Amended Complaint, and deny the remaining allegations of Paragraph 86 of Plaintiff's Amended Complaint and demand strict proof thereof.

87. As to the allegations of Paragraph 87 of Plaintiff's Amended Complaint, this paragraph is a summary of the previous paragraphs in Plaintiff's Amended Complaint so that no additional response is required and Defendants hereby incorporate their responses to the

ROA 000694

ROA 000695

preceding paragraphs into this response. To the extent Paragraph 87 of Plaintiff's Amended Complaint is interpreted to include new or additional allegations not included in preceding paragraphs, Defendants deny those allegations and demand strict proof thereof.

88. Defendants deny the allegations of Paragraph 88 of Plaintiff's Amended Complaint and demand strict proof thereof.

89. As to the allegations of Paragraph 89 of Plaintiff's Amended Complaint, Defendants state that the relevant documents speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 89 of Plaintiff's Amended Complaint and demand strict proof thereof.

90. As to the allegations of Paragraph 90 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light kept secret the transfer of voting shares from Decedent Paul Barringer, deny that they had any obligation to respond to, refute, or correct Plaintiff's referenced statements, and state that the November 8, 2012 letter referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 90 of Plaintiff's Amended Complaint and demand strict proof thereof.

91. As to the allegations of Paragraph 91 of Plaintiff's Amended Complaint, Defendants admit that such letters include statements from Decedent Paul Barringer that Plaintiff was alienating herself from her family, that Kevin Luzak was fired for attempting to take CFRC in a direction that was unacceptable to Decedent Paul Barringer, that greed was hindering Plaintiff from seeing the foremost importance of family, and that Plaintiff had brought shame to the Barringer name, and state that the December 2012 letters referenced therein speak for themselves. Defendants deny any remaining allegations of Paragraph 91 and demand strict proof thereof.

ROA 000695

ROA 000696

92. As to the allegations of Paragraph 92 of Plaintiff's Amended Complaint:

- (a) Defendants deny the allegations of Paragraph 92(a) of Plaintiff's Amended Complaint and demand strict proof thereof.
- (b) Defendant J. Randolph Light, Jr. admits only that he was involved in certain litigation involving real estate transactions in Texas, and denies the remaining allegations contained in Paragraph 92(b) of Plaintiff's Amended Complaint and demands strict proof thereof. Further answering Paragraph 92(b) of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. denies the allegations to the extent they present mere allegations from opposing parties in prior litigation as "facts." Defendant Merrill Light is without sufficient information or belief to admit or deny the allegations contained in Paragraph 92(b) of Plaintiff's Amended Complaint, therefore she generally denies same and demands strict proof thereof.

93. Defendants deny the allegations contained in Paragraph 93 of Plaintiff's Amended Complaint and demand strict proof thereof.

94. As to the allegations of Paragraph 94 of Plaintiff's Amended Complaint, the CFRC annual report referenced therein speaks for itself; except as expressly stated herein, Defendants deny the allegations set forth in Paragraph 94 of Plaintiff's Amended Complaint and demand strict proof thereof.

95. As to the allegations of Paragraph 95 of Plaintiff's Amended Complaint, Defendants deny that Paul Barringer was taken advantage of; state that the relevant documents

ROA 000696

ROA 000697

speak for themselves; lack sufficient information or belief to admit or deny the remaining allegations of Paragraph 95, and therefore deny the same and demand strict proof thereof.

96. As to the allegations of Paragraph 96 of Plaintiff's Amended Complaint, Defendants state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny the allegations set forth in Paragraph 96 of Plaintiff's Amended Complaint and demand strict proof thereof.

97. Defendants deny the allegations of Paragraph 97 of Plaintiff's Amended Complaint and demand strict proof thereof.

98. As to the allegations of Paragraph 98 of Plaintiff's Amended Complaint, Defendants state that the relevant documents speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 98 of Plaintiff's Amended Complaint and demand strict proof thereof.

99. As to the allegations of Paragraph 99 of Plaintiff's Amended Complaint, Defendants admit only that Plaintiff made demands for CFRC records and CFRC responded to such requests. Defendants deny any remaining allegations of Paragraph 101 and demand strict proof thereof.

100. As to the allegations of Paragraph 100 of Plaintiff's Amended Complaint, Defendants admit that Paul Barringer wrote a letter to Plaintiff dated February 26, 2015, state that the letter included statements from Decedent Paul Barringer that he was astonished that Plaintiff would be threatening to sue CFRC, that Decedent Paul Barringer supported Travis Bryant and the CFRC board of directors, and that Plaintiff's ancestors, if alive today, would be disappointed to learn of Plaintiff's actions and conduct, and state further that the letter speaks for itself. Except

ROA 000697

ROA 000698

as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 100 of Plaintiff's Amended Complaint and demand strict proof thereof.

101. As to the allegations of Paragraph 101 of Plaintiff's Amended Complaint, Defendants admit only that Plaintiff made an additional demand for CFRC records and CFRC responded to such request. Defendants deny any remaining allegations of Paragraph 101 and demand strict proof thereof.

102. As to the allegations of Paragraph 102 of Plaintiff's Amended Complaint, Defendants lack information or belief sufficient to admit or deny when Plaintiff received a copy of a CFRC stock register or when Plaintiff learned about the transfer of voting shares from Decedent Paul Barringer's Revocable Trust to Defendant Merrill Light's Revocable Trust, deny that anyone had any obligation to inform Plaintiff of any such stock transfer, and state that the CFRC stock register speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 102 of Plaintiff's Amended Complaint and demand strict proof thereof. Defendants further state that issues relating to this exact same stock transfer have previously been the subject of litigation filed by Plaintiff in the Eastern District of Virginia (the "Virginia Litigation") and that any and all claims regarding that transfer are barred by the doctrine of res judicata.

103. As to the allegations of Paragraph 103 of Plaintiff's Amended Complaint, Defendants deny that that there was an ouster of Decedent Paul Barringer from CFRC engineered by Defendant Merrill Light, and state that the relevant documents regarding the March 16, 2015 board meeting speak for themselves; except as expressly stated herein, Defendants deny any

ROA 000698

ROA 000699

remaining allegations set forth in Paragraph 103 of Plaintiff's Amended Complaint and demand strict proof thereof.

104. As to the allegations of Paragraph 104 of Plaintiff's Amended Complaint:

- (a) Defendants admit only that Plaintiff made yet another demand for CFRC records and that CFRC responded to such request and deny that this was Plaintiff's "final" request; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 104(a) of Plaintiff's Amended Complaint and demand strict proof thereof.
- (b) As to the allegations of Paragraph 104(b) of Plaintiff's Amended Complaint, Defendants admit that CFRC filed a declaratory judgment action in the Virginia Litigation on April 15, 2015, deny that CFRC was "under the control" of Defendant Merrill Light in so doing, state that the declaratory judgment documents speak for themselves, and further state that the validity of the stock transfer from Decedent Paul Barringer's Revocable Trust to Defendant Merrill Light's Revocable Trust was expressly litigated in the Virginia Litigation, which is the exact same stock transfer that Plaintiff asserts is invalid in the instant litigation, which confirms that the instant litigation is barred by the doctrine of res judicata.
- (c) As to the allegations of Paragraph 104(c) of Plaintiff's Amended Complaint, Defendants admit that the parties were realigned to make Plaintiff the plaintiff in the Virginia Litigation, that Plaintiff filed two Complaints seeking to invalidate the stock transfer, in addition to her Counterclaim, admit that the case

ROA 000699

ROA 000700

had two parts, one relating to the exact same stock transfer that Plaintiff asserts is invalid in the instant litigation, which confirms that the instant litigation is barred by the doctrine of res judicata. Further, Defendants state that the relevant documents speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 104(c) of Plaintiff's Amended Complaint and demand strict proof thereof.

105. Defendants deny the allegations contained in Paragraph 105 of Plaintiff's Amended Complaint and demand strict proof thereof.

106. As to the allegations of Paragraph 106 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light caused CFRC to sue Plaintiff; admit that the challenged stock transfer in the Virginia Litigation was the exact same stock transfer that Plaintiff asserts is invalid in the instant litigation, which confirms that the instant litigation is barred by the doctrine of res judicata; further state that the relevant documents speak for themselves; and deny any remaining allegations set forth in Paragraph 106 of Plaintiff's Amended Complaint and demand strict proof thereof.

107. As to the allegations of Paragraph 107 of Plaintiff's Amended Complaint, Defendants deny that any of the referenced individuals were required to have had a power of attorney to assist Decedent Paul Barringer; further state that records of Bobby L. Davis, CPA speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 107 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000700

ROA 000701

108. As to the allegations of Paragraph 108 of Plaintiff's Amended Complaint, Defendants admit that Paul Barringer intervened in the Virginia Litigation, deny that his intervention was "ostensible" or due to manipulation or undue influence by Defendant Merrill Light, or was due to the incompetency of Decedent Paul Barringer, or was done at the behest of Defendant Merrill Light, or was done solely for the benefit of Defendants. Defendants admit that Paul Barringer was a patient of Dr. Paul Mazzeo, and state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 108 of Plaintiff's Amended Complaint and demand strict proof thereof.

109. As to the allegations of Paragraph 109 of Plaintiff's Amended Complaint, Defendants admit that counsel for Decedent Paul Barringer filed Dr. Mazzeo's declaration in the Virginia Litigation; state that Dr. Mazzeo's declaration speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 109 of Plaintiff's Amended Complaint and demand strict proof thereof.

110. As to the allegations of Paragraph 110 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light manipulated or unduly influenced Decedent Paul Barringer and admit that there were certain filings in the Virginia Litigation on January 20, 2016, which documents speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 110 of Plaintiff's Amended Complaint and demand strict proof thereof.

111. As to the allegations of Paragraph 111 of Plaintiff's Amended Complaint, Defendants admit that Plaintiff filed a Motion to Stay the Virginia Litigation on February 12, 2016, admit that no petition for guardian or conservatorship had been filed before February 2016,

ROA 000701

ROA 000702

and admit that Decedent Paul Barringer participated in the Virginia Litigation, including amending answers to his interrogatories. Defendants deny that Decedent Paul Barringer needed Plaintiff to take any action to protect Decedent Paul Barringer, and deny any remaining allegations set forth in Paragraph 111 of Plaintiff's Amended Complaint and demand strict proof thereof.

112. As to the allegations of Paragraph 112 of Plaintiff's Amended Complaint, Defendants deny that Decedent Paul Barringer was manipulated during the Virginia Litigation, and deny the allegations quoted by Plaintiff from her own self-serving allegations in the Virginia Litigation. As to the remaining allegations set forth in Paragraph 112, Defendants state that the PACER filings speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 112 of Plaintiff's Amended Complaint and demand strict proof thereof.

113. As to the allegations of Paragraph 113 of Plaintiff's Amended Complaint:

- (a) As to the allegations of Paragraph 113(a) of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer's attorneys filed a brief opposing Plaintiff's Motion for a Stay in the Virginia Litigation, and deny that Decedent Paul Barringer was manipulated or unduly influenced by Defendant Merrill Light. Defendants deny any remaining allegations of Paragraph 113(a) and demand strict proof thereof.
- (b) As to the allegations of Paragraph 113(b) of Plaintiff's Amended Complaint, Defendants admit that Plaintiff filed a Motion for Voluntary Dismissal of the stock transfer portion of the Virginia Litigation on February 19, 2016, and state

ROA 000702

ROA 000703

that the challenged stock transfer in the Virginia Litigation was the exact same stock transfer that Plaintiff asserts is invalid in the instant litigation, which confirms that the instant litigation is barred by the doctrine of res judicata. Defendants deny any remaining allegations of Paragraph 113(b) and demand strict proof thereof.

114. As to the allegations of Paragraph 114 of Plaintiff's Amended Complaint, Defendants deny that the Virginia Litigation was only in Defendant Merrill Light's best interest; deny that the litigation was not in Decedent Paul Barringer's best interest; state that the transfer of stock to Defendant Merrill Light which Plaintiff challenged in the Virginia Litigation is exactly what Decedent Paul Barringer wanted; and deny that Decedent Paul Barringer lacked capacity to retain and consult with an attorney to represent him in the Virginia Litigation. Defendants deny any remaining allegations of Paragraph 114 and demand strict proof thereof.

115. As to the allegations of Paragraph 115 of Plaintiff's Amended Complaint, Defendants admit that Dr. Long examined Decedent Paul Barringer on or about April 22, 2016 and state that Dr. Long's report speaks for itself; except as expressly stated herein, Defendants deny the allegations set forth in Paragraph 115 of Plaintiff's Amended Complaint and demand strict proof thereof. Defendants further deny that Decedent Paul Barringer was in need of protection in the form of a court-appointed guardian or conservator after he became incompetent, deny that Decedent Paul Barringer was subject to undue influence, and deny that Plaintiff took action in an attempt to protect Decedent Paul Barringer, and instead state that the actions taken by Plaintiff were in her own self-interest, all aimed at setting aside the September 11, 2012 stock

ROA 000703

ROA 000704

transfer, which was the exact same stock transfer that Plaintiff challenged in the Virginia Litigation, which confirms that the instant litigation is barred by the doctrine of res judicata.

116. As to the allegations of Paragraph 116 of Plaintiff's Amended Complaint, Defendants deny that Decedent Paul Barringer was a "vulnerable adult" and subject to exploitation from the spring of 2012 until his death, deny that Decedent Paul Barringer was exploited into transferring shares of CFRC voting stock to Defendant Merrill Light and/or intervening and participating in the Virginia Litigation, and deny that Decedent Paul Barringer was unduly influenced, harassed, coerced, swindled, cheated, or defrauded by cunning arts or devices that deluded Decedent Paul Barringer, and deny any remaining allegations of Paragraph 116 of Plaintiff's Amended Complaint and demand strict proof thereof.

117. Defendants admit the allegations of Paragraph 117 of Plaintiff's Amended Complaint.

118. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 117 of Plaintiff's Amended Complaint.

119. Defendants deny the allegations of Paragraph 119 of Plaintiff's Amended Complaint and demand strict proof thereof.

120. Defendants deny the allegations of Paragraph 120 of Plaintiff's Amended Complaint and demand strict proof thereof.

121. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 120 of Plaintiff's Amended Complaint.

122. Defendants deny the allegations of Paragraph 122 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000704

ROA 000705

123. Defendants deny the allegations of Paragraph 123 of Plaintiff's Amended Complaint and demand strict proof thereof.

124. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 123 of Plaintiff's Amended Complaint.

125. Defendants deny the allegations of Paragraph 125 of Plaintiff's Amended Complaint and demand strict proof thereof.

126. Defendants deny the allegations of Paragraph 126 of Plaintiff's Amended Complaint and demand strict proof thereof.

127. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 126 of Plaintiff's Amended Complaint.

128. Defendants deny the allegations of Paragraph 128 of Plaintiff's Amended Complaint and demand strict proof thereof.

129. Defendants deny the allegations of Paragraph 129 of Plaintiff's Amended Complaint and demand strict proof thereof.

130. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 129 of Plaintiff's Amended Complaint.

131. Defendants deny the allegations of Paragraph 131 of Plaintiff's Amended Complaint and demand strict proof thereof.

132. Defendants deny the allegations of Paragraph 132 of Plaintiff's Amended Complaint and demand strict proof thereof.

133. Defendants deny the allegations of Paragraph 133 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000705

ROA 000706

134. As to the allegations of Paragraph 134 of Plaintiff's Amended Complaint, Defendants admit that Defendant Merrill Light resided on Hilton Head, admit that Decedent Paul Barringer and Mrs. Merrill U. Barringer resided on Hilton Head, and admit that Plaintiff has lived away from Hilton Head in New York City and Jackson, Wyoming and deny that Defendant Merrill Light exerted improper or undue influence over Merrill Barringer or Decedent Paul Barringer.

135. Defendants deny the allegations of Paragraph 135 of Plaintiff's Amended Complaint and demand strict proof thereof.

136. Defendants deny that allegations of Paragraph 136 of Plaintiff's Amended Complaint and demand strict proof thereof.

137. Defendants deny the allegations of Paragraph 137 of Plaintiff's Amended Complaint and demand strict proof thereof.

138. Defendants deny the allegations of Paragraph 138 of Plaintiff's Amended Complaint and demand strict proof thereof.

139. Defendants deny the allegations of Paragraph 139 of Plaintiff's Amended Complaint and demand strict proof thereof.

140. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 139 of Plaintiff's Amended Complaint.

141. Defendants deny the allegations of Paragraph 141 of Plaintiff's Amended Complaint and demand strict proof thereof.

142. Defendants deny the allegations of Paragraph 142 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000706

ROA 000707

143. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 142 of Plaintiff's Amended Complaint.

144. Defendants deny the allegations of Paragraph 144 of Plaintiff's Amended Complaint and demand strict proof thereof.

145. Defendants deny the allegations of Paragraph 145 of Plaintiff's Amended Complaint and demand strict proof thereof.

146. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 145 of Plaintiff's Amended Complaint.

147. Defendants deny the allegations of Paragraph 147 of Plaintiff's Amended Complaint and demand strict proof thereof.

148. Defendants deny the allegations of Paragraph 148 of Plaintiff's Amended Complaint and demand strict proof thereof.

149. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 148 of Plaintiff's Amended Complaint.

150. Defendants deny the allegations of Paragraph 150 of Plaintiff's Amended Complaint and demand strict proof thereof.

151. Defendants deny the allegations of Paragraph 151 of Plaintiff's Amended Complaint and demand strict proof thereof.

152. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 151 of Plaintiff's Amended Complaint.

153. Defendants deny the allegations of Paragraph 153 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000707

ROA 000708

154. Defendants deny the allegations of Paragraph 154 of Plaintiff's Amended Complaint and demand strict proof thereof.

155. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 154 of Plaintiff's Amended Complaint.

156. Defendants deny the allegations of Paragraph 156 of Plaintiff's Amended Complaint and all subparts thereto and demand strict proof thereof.

157. Defendants deny the allegations of Paragraph 157 (a) and (b) of Plaintiff's Amended Complaint and demand strict proof thereof.

158. Defendants deny the allegations of Paragraph 158 (a) and (b) of Plaintiff's Amended Complaint and demand strict proof thereof.

159. Defendants deny the allegations of Paragraph 159 of Plaintiff's Amended Complaint and demand strict proof thereof.

160. Defendants deny the allegations of Paragraph 160 of Plaintiff's Amended Complaint and demand strict proof thereof.

161. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 160 of Plaintiff's Amended Complaint.

162. Defendants deny the allegations of Paragraph 162 of Plaintiff's Amended Complaint and demand strict proof thereof.

163. Defendants deny the allegations of Paragraph 163 of Plaintiff's Amended Complaint and demand strict proof thereof.

164. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 163 of Plaintiff's Amended Complaint.

ROA 000708

ROA 000709

165. Defendants deny the allegations of Paragraph 165 of Plaintiff's Amended Complaint and demand strict proof thereof.

166. Defendants deny the allegations of Paragraph 166 of Plaintiff's Amended Complaint thereto and demand strict proof thereof.

167. Defendants deny the allegations of Paragraph 167 of Plaintiff's Amended Complaint thereto and demand strict proof thereof.

168. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 167 of Plaintiff's Amended Complaint.

169. Defendants deny the allegations of Paragraph 169 of Plaintiff's Amended Complaint and demand strict proof thereof.

170. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 169 of Plaintiff's Amended Complaint.

171. Defendants deny the allegations of Paragraph 171 of Plaintiff's Amended Complaint and demand strict proof thereof.

172. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 171 of Plaintiff's Amended Complaint.

173. Defendants deny the allegations of Paragraph 173 of Plaintiff's Amended Complaint and demand strict proof thereof.

174. Defendants deny the allegations of Paragraph 174 of Plaintiff's Amended Complaint and demand strict proof thereof.

175. Defendants deny the allegations of Paragraph 175 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000709

ROA 000710

176. Defendants deny the allegations of Paragraph 176 of Plaintiff's Amended Complaint and demand strict proof thereof.

177. Defendants deny the allegations of Paragraph 177 of Plaintiff's Amended Complaint and demand strict proof thereof.

178. Defendants deny the allegations of Paragraph 178 of Plaintiff's Amended Complaint and demand strict proof thereof.

179. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 178 of Plaintiff's Amended Complaint.

180. Defendants deny the allegations of Paragraph 180 of Plaintiff's Amended Complaint and demand strict proof thereof.

181. Defendants deny the allegations of Paragraph 181 of Plaintiff's Amended Complaint and demand strict proof thereof.

182. Defendants deny the allegations of Paragraph 182 of Plaintiff's Amended Complaint and demand strict proof thereof.

183. Defendants deny the allegations of Paragraph 183 of Plaintiff's Amended Complaint and demand strict proof thereof.

184. Defendants deny the allegations of Paragraph 184 of Plaintiff's Amended Complaint and demand strict proof thereof.

185. Defendants deny the allegations of Paragraph 185 of Plaintiff's Amended Complaint and demand strict proof thereof.

186. Defendants deny the allegations of Paragraph 186 of Plaintiff's Amended Complaint and demand strict proof thereof.

ROA 000710

ROA 000711

187. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 186 of Plaintiff's Amended Complaint.

188. Defendants deny the allegations of Paragraph 188 of Plaintiff's Amended Complaint and demand strict proof thereof.

189. Defendants deny the allegations of Paragraph 189 of Plaintiff's Amended Complaint and demand strict proof thereof.

190. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 189 of Plaintiff's Amended Complaint.

191. Defendants deny the allegations of Paragraph 191 of Plaintiff's Amended Complaint and demand strict proof thereof.

192. Defendants deny the allegations of Paragraph 192 of Plaintiff's Amended Complaint and demand strict proof thereof.

193. Defendants deny the allegations of Paragraph 193 of Plaintiff's Amended Complaint and demand strict proof thereof.

194. Defendants deny that Plaintiff is entitled to any of the relief requested in Plaintiff's Wherefore Clause.

FOR A SECOND DEFENSE

195. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

196. Plaintiff's claims are barred, in whole or in part, by the doctrine of res judicata.

FOR A THIRD DEFENSE

ROA 000711

ROA 000712

197. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

198. Plaintiff's claims are barred, in whole or in part, by the statute of limitations.

FOR A FOURTH DEFENSE

199. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

200. Plaintiff lacks standing to bring this lawsuit and therefore the lawsuit should be dismissed.

FOR A FIFTH DEFENSE

201. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

202. Defendants hereby move to dismiss Plaintiff's Complaint on the grounds that said Complaint fails to state a claim upon which relief may be granted, as Plaintiff is not entitled to the relief sought under South Carolina Law.

FOR A SIXTH DEFENSE

203. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

204. Plaintiff's claims are barred, in whole or in part, by the doctrine of laches

FOR A SEVENTH DEFENSE

205. Defendants re-alleges all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

ROA 000712

ROA 000713

206. Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver and/or estoppel.

FOR AN EIGHTH DEFENSE

207. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

208. Plaintiff's claims are barred, in whole or in part, by the doctrine of condonation.

FOR A NINTH DEFENSE

209. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

210. Defendants reserve the right to assert any additional defenses and matters in avoidance as may be disclosed during the course of additional investigation and discovery.

PRAYER FOR RELIEF

WHEREFORE, Defendants having fully answered Plaintiff's Amended Complaint demand a jury trial and pray that this action be dismissed with costs to be paid to Defendants.

Respectfully submitted,

BY: s/Richard S. Rosen
Richard S. Rosen, Esquire (SC Bar #4917)
Liam D. Duffy, Esquire (SC Bar #102234)
ROSEN, ROSEN & HAGOOD, LLC
P.O. Box 893 (29402)
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726
rsosen@rrhlawfirm.com
lduffy@rrhlawfirm.com

ROA 000713

ROA 000714

Charles B. Molster, III, Esquire
THE LAW OFFICES OF CHARLES B.
MOLSTER, III PLLC
2141 Wisconsin Avenue, N.W., Suite M
Washington, D.C. 20007
(202) 787-1312
cmolster@molsterlaw.com

ATTORNEYS FOR DEFENDANTS, MERRILL
BARRINGER LIGHT, J. RANDOLPH LIGHT,
JR., MERRILL B. LIGHT AS TRUSTEE OF THE
PAUL B. BARRINGER, II, REVOCABLE TRUST
DATED DECEMBER 4, 1998, AND MERRILL B.
LIGHT AS TRUSTEE OF THE MERRILL
BARRINGER LIGHT REVOCABLE TRUST.

Dated: May 2, 2017

ROA 000714

ROA 000715

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

)
)
)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

In the Matter of:
Estate of Paul B. Barringer, II

)
)
)

Case No.: _____

Hampton Barringer Luzak,

)
)

SUMMONS

Plaintiff,

)
)

v.

)
)

Merrill U. Barringer,

)
)

Defendant.

)
)

TO: THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is served upon you herewith, and to serve a copy of your answer to the said Complaint on the subscribers listed on the following signature page at their office located at 110 Lavinia Avenue (zip 29601), Post Office Box 2147, Greenville, South Carolina 29602, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

[Signature and addresses on next page]

//

//

//

//

ROA 000715

ROA 000716

THE GILREATH LAW FIRM, P.A.

By: s/ JAMES R. GILREATH.

James R. Gilreath (S.C. Bar No. 02133)
William M. Hogan (S.C. Bar No. 65272)
110 Lavinia Avenue (zip 29601)
P. O. Box 2147
Greenville, SC 29602
Telephone: (864) 242-4727
Fax: (864) 232-4395
jim@gilreathlaw.com
bhogan@gilreathlaw.com
and

S. Alan Medlin (S.C. Bar No. 3924)
1713 Phelps Street
Columbia, SC 29205
Telephone: (803) 777-7465
Fax: (803) 777-7465
amedlin@sc.rr.com

and

Charles B. Macloskie (S.C. Bar No. 3514)
Macloskie Law Firm
P.O. Box 280
1506 Prince Street
Beaufort, SC 29901
Telephone: (843) 524-0909
Fax: (843) 521-1379
macloskielawfirm@hargray.com

**ATTORNEYS FOR PLAINTIFF
HAMPTON BARRINGER LUZAK**

Dated: May 28, 2019
Greenville, South Carolina.

ROA 000716

STATE OF SOUTH CAROLINA	)	ROA 000717
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	Case No.: _____
Hampton Barringer Luzak,	)	
	)	COMPLAINT
Plaintiff,	)	
v.	)	
	)	
Merrill U. Barringer,	)	JURY TRIAL DEMANDED
	)	
Defendant.	)	
	)	
_____	)	

PARTIES AND JURISDICTION

1. The parties and their residences are as follows:

(a) The Plaintiff, Hampton Barringer Luzak ("Hampton Luzak"), is a resident of Jackson, Wyoming and is the daughter of decedent Paul Brandon Barringer, II ("Decedent Paul Barringer").

(b) The Defendant, Merrill U. Barringer ("Mrs. Barringer," or "Merrill U. Barringer" or "Merrill Barringer"), is a citizen and resident of Hilton Head Island, County of Beaufort, in South Carolina, is the widow of Paul Barringer, II, and is named as a defendant in this action in her individual capacity.

2. Paul Brandon Barringer, II died in Beaufort County on May 30, 2016 at the age of 85.

3. On June 9, 2016, Mrs. Barringer applied for an informal probate of Decedent Paul Barringer's alleged will dated February 5, 2015 and for an informal appointment of herself as personal representative of Decedent Paul Barringer's estate. On the same date, Merrill Light and

ROA 000718

attorney John M. Jolley filed Renunciations of Right to Administration and/or Nomination, renouncing their right to serve as personal representative of Decedent Paul Barringer's estate.

4. On June 9, 2016, the Beaufort County Probate Court admitted the alleged will to informal probate and granted Mrs. Barringer's application for informal appointment as personal representative. Decedent Paul Barringer's estate is currently being administered in the Beaufort County Probate Court (the "Estate").

5. Decedent Paul Barringer allegedly signed a document on February 5, 2015 that purports to be an amended and restated trust agreement with Merrill Light named as trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998 (see paragraphs 34, 75 and 96 below).

6. On information and belief, while Decedent Paul Barringer was alive, Merrill Light undertook a scheme to effect a transfer of Decedent Paul Barringer's voting stock in Coastal Forest Resources Company, Inc. ("CFRC") to a revocable trust under her control and for her benefit and of which she is the trustee.

7. This Court has the authority and jurisdiction under S.C. Const. art. V, S.C. Code Ann. §§ 62-1-302, 62-7-201 and 62-7-202: to determine whether Mrs. Barringer has breached her confidential and fiduciary duty not to exercise the testamentary power of appointment given her, and/or intentionally interfered with Plaintiff Hampton Luzak's inheritance and/or expectancy of gift, and/or breached her contract not to revoke her will; (b) to enjoin Mrs. Barringer from exercising her testamentary power of appointment and/or to breach her contract not to revoke her will; and (c) to grant appropriate relief for all the above.

ROA 000718

ROA 000719

GENERAL ALLEGATIONS

8. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

9. Decedent Paul Barringer and Mrs. Barringer together had three children, namely Merrill Underwood Barringer n/k/a Merrill B. Light, Victor C. Barringer, and Plaintiff Hampton Luzak formerly known as Anne Hampton Barringer.

10. Decedent Paul Barringer acquired an interest in the predecessor to CFRC from his father, Victor Barringer, in the 1950s. He and his family members have had a controlling interest in CFRC since the 1990s. CFRC is a privately held Virginia corporation, whose headquarters are in Havana, Florida. CFRC is engaged in the manufacturing and distribution of plywood, treated lumber and other related products, as well as the ownership, management and sale of timber and timberlands across the eastern United States. CFRC has been described as one of the country's largest privately-held forest products companies.

11. Plaintiff Hampton Luzak enjoyed a close family relationship with her father and her mother until recent years. Plaintiff Hampton Luzak always maintained great respect for her father including the lifetime of work Decedent Paul Barringer undertook to build his businesses in the timber and lumber industries, including CFRC.

12. Around 1989, Decedent Paul Barringer transferred an equal number of voting shares in Coastal Lumber Company, a predecessor to CFRC, to Plaintiff Hampton Luzak, Merrill Light, and their brother Victor Barringer.

13. Following her marriage to Kevin Luzak in 1992, Plaintiff Hampton Luzak continued a close association with her father and his businesses. Decedent Paul Barringer invited Kevin Luzak to join the board of directors of CFRC's predecessor, Coastal Lumber

ROA 000719

ROA 000720

Company, in 1993. In 2004 Kevin Luzak became the president following the restructuring of Coastal Lumber Company, in which Coastal Lumber Company spun off certain assets to a separate entity controlled by Victor Barringer in exchange for Victor Barringer's surrender of the majority of his ownership, including all his voting interest, in the remaining business (the "Restructuring"). The remaining business was recapitalized in 2004 and was henceforth known as Coastal Forest Resources Company. Kevin Luzak eventually became the chief executive officer ("CEO") of CFRC in 2009.

14. Through hard work and wise investing, Decedent Paul Barringer built up a substantial estate anchored by his lumber and timber companies under the CFRC umbrella and its predecessor Coastal Lumber Company. Throughout his years of estate planning, Decedent Paul Barringer always treated his two daughters, Plaintiff and Merrill Light, equally, particularly in respect to CFRC. By consenting to the Restructuring, which occurred at the request of his son Victor Barringer, Decedent Paul Barringer made other asset arrangements for Victor Barringer outside of CFRC. Decedent Paul Barringer's intentions about his ownership plan for CFRC and his overall estate plan were discussed regularly at family gatherings over a number of years. It was Decedent Paul Barringer's long-held intent to keep CFRC in his family with equal control between his daughters.

15. Consistent with his intent to maintain equal voting power between his daughters, on August 21, 1996 Decedent Paul Barringer entered into a Stock Purchase Agreement with Plaintiff Hampton Luzak, Merrill Light and other shareholders in the predecessor company of CFRC. The purpose and effect of the agreement was to place certain restrictions on the transferability of the corporation's stock held by any of the Barringers so as to afford the

ROA 000720

ROA 000721

corporation and each of the Barringers an equal right to acquire any stock of the corporation which a shareholder may desire to transfer to any outside person or entity.

16. Based on recurring family meetings, the children of Decedent Paul Barringer continued to recognize their father's central goals of his estate plan which were to keep the ownership of the shares in CFRC equal between Decedent Paul Barringer's daughters and to maintain the proportional ownership as Decedent Paul Barringer had established. Therefore, on September 21, 1998, Decedent Paul Barringer, individually and as co-trustee of his mother's testamentary trust, along with Merrill Light, Plaintiff Hampton Luzak and Victor Barringer, entered into a Barringer Family Voting Agreement under Decedent Paul Barringer's direction (Exhibit 22 – Barringer Family Voting Agreement). The Barringer Family Voting Agreement shows that Plaintiff Hampton Luzak, Merrill Light and their brother Victor Barringer each held an equal number of shares of common stock (59,521 shares) in CFRC's predecessor company Coastal Lumber and that no one else held more shares than any one of them. As noted above, Victor Barringer at his own request later surrendered his voting stock (and a majority of his ownership) in exchange for interests in other entities upon the Restructuring.

17. On December 4, 1998 Decedent Paul Barringer, as settlor, executed the Paul B. Barringer, II Revocable Trust dated December 4, 1998 (hereafter referred to as the "Revocable Trust" including any subsequent amendments thereto) with Decedent Paul Barringer serving as trustee.

18. Consistent with his frequently stated intention to treat his daughters equally in respect to CFRC ownership, on December 22, 1998, Decedent Paul Barringer created the Paul B. Barringer, II Family Trust ("the Family Trust") under agreement dated December 22, 1998, which was an irrevocable trust. Under the terms of the Family Trust as originally created on

ROA 000721

ROA 000722

December 22, 1998 and as existed on October 3, 2004, during the lifetime of Decedent Paul Barringer and Mrs. Barringer, the assets of the Family Trust were available to be used for the health, education, support and maintenance of Decedent Paul Barringer's descendants at the trustee's discretion. After the death of Decedent Paul Barringer and Mrs. Barringer, the Family Trust was then to be divided into three separate and equal shares for the benefit of each of Decedent Paul Barringer's children then living and a share for any predeceased child. In connection with the Restructuring, Decedent Paul Barringer placed 2,295,528 non-voting shares of CFRC stock into the Family Trust on October 3, 2004.

19. In keeping with Decedent Paul Barringer's long-term estate planning arrangements of treating his daughters equally in respect to CFRC, on October 3, 2004 CFRC issued to both Merrill Light and Plaintiff Hampton Luzak 6,428,058 shares each of non-voting stock in CFRC as part of the Restructuring. This issuance of equal stock to Plaintiff Hampton Luzak and Merrill Light occurred at the same time Decedent Paul Barringer conveyed the 2,295,528 non-voting shares to the Family Trust.

20. Also on or about October 3, 2004, CFRC, at Decedent Paul Barringer's direction, issued approximately 31% of the voting shares in CFRC to Merrill Light, consisting of 59,521 CFRC shares, and an equal 31%, consisting of 59,521 shares, to Plaintiff Hampton Luzak. Decedent Paul Barringer retained approximately 20% of the CFRC voting stock consisting of 38,272 shares. The family of Stephen H. Conger, who was unrelated and otherwise unaffiliated with the Barringers, owned the remaining 18% of the CFRC voting stock comprising 33,452 shares.

21. On or about September 22, 2006, Decedent Paul Barringer filed a petition in Beaufort County Probate Court to modify the irrevocable Family Trust to provide that the trust

ROA 000722

ROA 000723

assets would be divided immediately into equal, separate shares for Decedent Paul Barringer's three children instead of at the death of Decedent Paul Barringer and Mrs. Barringer. This petition for modification to create immediately vested separate and equal shares for Decedent Paul Barringer's children was approved by the probate court and carried out by a First Amendment to Trust dated October 16, 2006. On or about October 31, 2007 the 2,295,528 shares of non-voting stock held in the Family Trust were re-certificated into three separate and equal tranches of 765,176 shares for each of Decedent Paul Barringer's three children. According to the CFRC Nonvoting Stock Register as of May 7, 2012, the three newly-created Family Trust shares were denominated as "Paul B. Barringer, II Irrevocable Family Trust fbo Victor Barringer, II", "Paul B. Barringer, II Irrevocable Family Trust fbo Merrill Barringer Light", and "Paul B. Barringer, II Irrevocable Family Trust fbo Hampton Barringer Luzak." The modified terms of the Family Trust continue to define the operation of the three newly-created shares for each of Decedent Paul Barringer's children.

22. Around November of 2008, Decedent Paul Barringer entered into discussions with minority shareholder Robert C. L. Conger about a possible buyout of the Conger family's minority interest in CFRC. During the buyout discussions and communications, Decedent Paul Barringer, in keeping with his long held plan to treat his two daughters equally, informed Mr. Conger by letter of November 14, 2008 that "I want to make sure that a stock sale is fair to one and all, Barringer girls and Conger boys."

23. In further recognition of the importance Decedent Paul Barringer placed on maintaining the existing proportionate ownership in Decedent Paul Barringer's forest products business, including an equal ownership between Merrill Light and Plaintiff Hampton Luzak, the three siblings – Plaintiff Hampton Luzak and Merrill Light and Victor Barringer – entered into

ROA 000723

ROA 000724

an Agreement Regarding Right to Purchase Shares of CFRC on February 1, 2010 (“2010 Shareholders Agreement”). In the Agreement the Barringer children agreed to keep the proportionate ownership of the CFRC stock equal between Plaintiff Hampton Luzak and Merrill Light by providing that CFRC has the right to purchase any shares that are offered for sale by, purchased, or otherwise acquired from, another CFRC shareholder. CFRC was also a party to the 2010 Shareholders Agreement, but Paul Barringer was not a party.

24. By late 2009, Merrill Light’s husband, Randy Light, was experiencing significant financial troubles with some of his companies as a result of certain disastrous Texas real estate investments financed by the Stillwater National Bank of Stillwater, Oklahoma (“Stillwater”) and Patriot Bank of Houston, Texas. By November 2009, RVL Texas Properties, LLC (“RVL”), owned in part by Randy Light, was in default on its \$4 million loan to Patriot Bank on its condominium/marina project in South Texas. Randy Light, who served as RVL’s president, surreptitiously acquired RVL’s delinquent debt through an undisclosed entity, LIRVP, L.L.C., solely owned by Randy Light, without the knowledge or consent of the other three members of RVL. Randy Light, through LIRVP, L.L.C., then demanded payment of RVL’s delinquent debt by threatening RVL and its other members with foreclosure of RVL’s real estate and deficiency judgments against his co-members in RVL. On January 4, 2010 RVL was forced into bankruptcy in the Southern District of Texas Bankruptcy Court due to Randy Light’s “self-dealing” actions. Randy Light then opposed the bankruptcy, and RVL and its other members filed an adversary proceeding against Randy Light alleging he had effectively led a hostile takeover of RVL to seize its only asset for his own benefit. In the adversary proceeding, RVL and its other members described Randy Light’s “self-dealing” actions towards RVL as

ROA 000724

ROA 000725

“fraudulent” and “intentional, outrageous and malicious.” RVL’s South Texas project ultimately failed.

25. By September 2010, The Stretford at the Cascades, LP (“SAC”), another condominium development company controlled by Merrill Light’s husband, Randy Light, was going through severe financial problems related to its Texas real estate investments. In an e-mail from Randy Light to Michael Mattson at Stillwater on September 24, 2010, Randy Light stated, “I really am having a difficult time convincing my wife [Merrill Light] to support a letter of credit to back these two notes. . .” Plaintiff Hampton Luzak is informed and believes that at or about this point in time Randy Light and/or his condominium development companies, RVL and SAC, were facing exposure of up to \$26 million in debt with Randy Light being a joint-and-several, and later, a sole guarantor of a significant portion thereof.

26. On December 28, 2010, SAC issued a check payable to Patriot Bank of Houston, Texas for \$150,561.83 for the benefit of LIRVP, LLC which was a separate entity owned and controlled by Randy Light. On January 28, 2011 SAC issued another check to Patriot Bank for \$3,408.00 for the benefit of RVL. The bankruptcy trustee for SAC later characterized these checks by Randy Light’s entity, SAC, as fraudulent transfers. In a subsequent successful adversary proceeding against Patriot Bank to avoid the payments, the bankruptcy trustee recovered a significant portion of these fraudulent transfers.

27. As the financial pressure on Randy Light intensified following a lawsuit by homeowners at SAC, Randy Light wrote to Jerry Lanier, a senior credit officer at Stillwater, on March 10, 2011 explaining “you can only imagine the pressure on my side with this latest development and the atmosphere here at home.” On April 15, 2011 Randy Light again responded to Jerry Lanier at Stillwater, about the latest debt restructuring proposal, by stating he

ROA 000725

ROA 000726

needed his overall exposure to Stillwater to be approximately \$11 Million “due to the fact of all the financial burdens I am dealing with.”

28. The first clear signs of Decedent Paul Barringer’s cognitive problems came to light in early 2011, when Paul Barringer admitted to Kevin Luzak, Plaintiff’s husband and the CEO of CFRC at that time, that he needed Kevin Luzak’s help understanding numbers related to the business and to various negotiations that were then taking place. Decedent Paul Barringer’s memory also began to deteriorate during that period of time and his behavior became erratic.

29. On December 2, 2011, Atlantic Radiology Associates reported in its medical records that Decedent Paul Barringer suffered from, and had a history of, “Dementia, abnormal gait” following an MRI of the brain and intracranial MRA.

30. On December 15, 2011, Decedent Paul Barringer and his wife Merrill Barringer executed durable powers of attorney naming the other as agent and Merrill Light as alternate agent. (See Exhibit 1, P. Barringer D.P.A. dated 12/15/11). The powers of attorney were prepared by attorney John Jolley from the Hilton Head office of the McNair Law Firm. Plaintiff Hampton Luzak is informed and believes this is the first time her parents employed the services of John Jolley. Plaintiff Hampton Luzak is further informed and believes that John Jolley at that point had been serving as the estate planning attorney for Merrill and Randy Light for a number of years, possibly ten to fifteen years. Decedent Paul Barringer had been using another estate planning attorney for many years prior to this, and he was not normally quick to put his trust in counsel that he was not familiar with.

31. In January 2012, while Plaintiff Hampton Luzak was visiting her parents in Hilton Head, she fortuitously met Merrill Light while standing in their parents’ driveway. Merrill Light informed Plaintiff Hampton Luzak that Decedent Paul Barringer’s insurance agent Robert Slane

ROA 000726

ROA 000727

was coming to Hilton Head for estate planning meetings with their parents and that she was getting involved in her father's estate planning. Merrill Light informed Plaintiff Hampton Luzak that she (Merrill Light) would be the agent under Decedent Paul Barringer's power of attorney. Merrill Light's statement about becoming involved in their father's estate planning induced Hampton Luzak to believe Merrill Light would be protecting Decedent Paul Barringer's long-time estate plan which included planned distributions to Hampton Luzak. Hampton Luzak had no idea her sister would tell her she was involved in their father's estate planning while her sister was planning on taking her father's CFRC voting stock intended for Hampton Luzak, since it was well understood that Decedent Paul Barringer had always treated his daughters equally regarding ownership of CFRC stock.

32. On February 18, 2012, members of the Barringer family met to discuss company plans. Included in the meeting were Decedent Paul Barringer and his wife Merrill Barringer, Merrill Light, Plaintiff Hampton Luzak and her husband, Kevin Luzak, who was at that time the CEO of CFRC. The discussion centered on Kevin Luzak's recommendations on future strategy to the shareholders, which were focused on (i) actions that would both increase the cash flow generated by the Company's existing operating businesses; (ii) adding new business lines that would both diversify risk and generate tax and operating expense efficiencies for shareholders; and (iii) financing this diversification through the sale of a small portion of Company timberlands that had been deemed by management as no longer capable of generating acceptable returns to the shareholders. Kevin Luzak and Decedent Paul Barringer had worked together on the acquisition of commercial real estate properties in Alexandria Virginia during 2011 that created a useful example of the type of diversifying activity that Kevin Luzak was recommending that the shareholders consider. The discussion also included Kevin Luzak's

ROA 000727

ROA 000728

request that his compensation be evaluated. Recognizing that the owners might prefer not to pursue the strategy that he outlined, or might not be able to come to an agreement about his compensation, Kevin Luzak offered to cede his role as CEO of CFRC. Mrs. Barringer responded to this offer by saying, "You have to stay. You are family." At the meeting, however, Decedent Paul Barringer was having trouble communicating and forming words due to his mental ailments.

33. During this time in early 2012 the mental afflictions of Decedent Paul Barringer continued to worsen. During the CFRC board of director's meeting in February 2012, Decedent Paul Barringer was completely confused and incoherent and had tremendous difficulty speaking.

34. According to the privilege log filed in the name of Paul Barringer in subsequent federal court litigation (as described below starting in paragraph 104(b)), Decedent Paul Barringer's Revocable Trust was purportedly amended for the first time on February 28, 2012. (See Exhibit 2, P. Barringer Privilege Log).

35. Prior to the spring of 2012 Decedent Paul Barringer and Kevin Luzak had enjoyed a close personal and business relationship for the more than 20 years of Kevin's marriage to Hampton Luzak. For at least three years prior to this time, Kevin Luzak had been presenting and discussing with the board of directors and its committees ideas for a new long-term strategic plan for CFRC (which would be subject to board approval), and Decedent Paul Barringer had participated in all the meetings and discussions. Following the February 2012 board of directors presentation, Decedent Paul Barringer, as a result of the worsening of dementia, made completely unfounded accusations to Kevin Luzak that he (Kevin) was trying in effect to steal the company.

ROA 000728

ROA 000729

36. Decedent Paul Barringer was seen by Dr. Paul Long on April 3, 2012. Dr. Long stated in his records, "This patient is demented. At least, he has lost a lot of his energy, but we are not 100% sure whether this is Alzheimer's disease."

37. On or about April 25, 2012, the board of directors of CFRC held a regular meeting in Charleston. Present at the meeting were the four board members Kevin Luzak, Merrill Light, Decedent Paul Barringer and Michael Hagler. Mr. Hagler, an attorney in Augusta, GA with Fulcher Hagler, LLP, was the sole independent member of the board of directors with no affiliation with any of the Barringers other than his role as a CFRC board member. Also present were corporate attorney Brad Herring, advisors Mark Sanford and Tom Rockwood, guest advisor Steve Jones, and CFRC officers Tom Evans and Travis Bryant. The meetings were uneventful as the company's operations and financial performance were discussed and an update on the strategic plan was presented. Decedent Paul Barringer, however, again seemed very confused and was having trouble communicating and forming words as he did in the February 2012 meeting.

38. In the several days following the meeting, Decedent Paul Barringer had an extremely negative reaction to the meeting and accused the "four people from New York" of trying to steal the company. He also falsely accused Kevin Luzak of throwing Merrill Light and him out of the meeting and of physically throwing a book at Merrill Light during the meeting.

39. At no time following the April 25, 2012 board meeting did Decedent Paul Barringer contact Kevin Luzak to discuss any of the matters that apparently agitated him, even though Kevin Luzak was CFRC's CEO and a member of the board of directors.

40. The accusations described in paragraph 38 above by Decedent Paul Barringer temporarily ended when he was hospitalized on May 2, 2012 at St. Joseph's Hospital in

ROA 000729

ROA 000730

Savannah, Georgia. Decedent Paul Barringer was diagnosed with advanced dementia and complications related to a prior prostate surgery.

41. During Decedent Paul Barringer's stay at St. Joseph's Hospital, his attending physician noted on May 2, 2012 that Decedent Paul Barringer had "progressive confusion" and that he was "a particularly poor historian this evening" after being asked personal background questions. The physician noted Decedent Paul Barringer was "not oriented to place or time. He, when focused, can answer questions for about 30 seconds but then loses focus." The attending physician also noted that Decedent Paul Barringer "does not recall any details about his prostate cancer followup except that he had 'troubles' " and "[h]e does not recall when he had treatment."

42. On May 3, 2012, neurological testing was done at St. Joseph's Hospital on Decedent Paul Barringer. The testing physician stated that Decedent Paul Barringer had "an abnormal EEG" which is a neurological test that measures and records the electrical activity of the brain.

43. On May 4, 2012, Decedent Paul Barringer was discharged home with prescriptions for Aricept and Seroquel "as needed for confusional state". The discharge papers concluded as the primary ailment "confusion, secondary to evolving semantic dementia." The discharge summary further stated one of Decedent Paul Barringer's treating doctors opined that "[t]he patient had evolving semantic dementia and noted that at times Aricept might not be of very much help." The discharge papers further provided that the treating physicians concluded Decedent Paul Barringer had semantic dementia.

44. After Decedent Paul Barringer was discharged on Friday, May 4, 2012 from the hospitalization related to the progression of his previously diagnosed dementia, the CFRC stock register shows that, on the following business day Monday May 7, 2012, Decedent Paul

ROA 000730

ROA 000731

Barringer allegedly transferred the 38,272 voting shares certificated in his name on CFRC share certificate number one to himself as trustee of the Paul B. Barringer Irrevocable Trust dated December 4, 1998. (See Exhibit 3, Stock Register CFRC 628). According to the CFRC Stock Register, CFRC cancelled share certificate number one and re-certificated those shares to share certificate number 13 on May 7, 2012. Plaintiff Hampton Luzak has no knowledge that any trust by the exact name of the “Paul B. Barringer Irrevocable Trust U/A Dated December 4, 1998” ever existed.

45. On May 8, 2012, the day following the purported transfer of Decedent Paul Barringer’s voting shares to himself as trustee of the Paul B. Barringer Irrevocable Trust dated December 4, 1998, Dr. Paul Long of Hilton Head examined Decedent Paul Barringer. As part of the examination, Dr. Long also talked to three doctors at St. Joseph’s Hospital where Decedent Paul Barringer was hospitalized the previous week. Dr. Long noted that Decedent Paul Barringer “is still confused and still has a poor memory.” He assessed Decedent Paul Barringer as having dementia. He further noted that Decedent Paul Barringer’s medical plans were to seek further treatment at the Medical University of South Carolina and the Cleveland Clinic.

46. During this time period in May of 2012, Decedent Paul Barringer’s relationship with Plaintiff Hampton Luzak was on good terms as it had always been. Kevin Luzak, who at the time was on the Board of Directors at the Medical University of South Carolina Foundation (“MUSC”), had helped Barringer obtain medical assistance at MUSC where Decedent Paul Barringer spent a couple of days seeking medical help and observation.

47. During the week of May 7, 2012 after Decedent Paul Barringer had been discharged from St. Joseph’s Hospital, Merrill Light asked Plaintiff Hampton Luzak to fly down to Hilton Head from New York City to help Decedent Paul Barringer with his follow-up care and

ROA 000731

ROA 000732

medical appointments including making arrangements for medical evaluations with MUSC.

Plaintiff Hampton Luzak complied without hesitation. Later that week, after Decedent Paul Barringer's May 8 appointment with Dr. Long, Decedent Paul Barringer was examined and tested by Dr. David Bachman, a highly renowned neurologist and Alzheimer's expert at MUSC. During the several days he was examined at MUSC, Decedent Paul Barringer resided with Plaintiff and her husband at their home in Charleston. While Plaintiff Hampton Luzak and her mother Merrill Barringer were in the room with Decedent Paul Barringer at MUSC, Dr. Bachman informed Decedent Paul Barringer he was suffering from Alzheimer's disease.

48. While Plaintiff Hampton Luzak was helping Decedent Paul Barringer through treatments at MUSC, Merrill Light, unbeknownst to Plaintiff Hampton Luzak, was involved in moving Decedent Paul Barringer's voting stock in CFRC into Decedent Paul Barringer's Revocable Trust for which Merrill Light purportedly became a co-trustee. Plaintiff Hampton Luzak is informed and believes Merrill Light carried out the stock transfers with the assistance of Merrill Light's estate planning attorney John Jolley.

49. On Friday, May 11, 2012, share certificate # 13, issued in the name of Paul B. Barringer, Trustee of the Paul B. Barringer Irrevocable Trust under Agreement dated December 4, 1998 for 38,272 voting shares in CFRC, was purportedly cancelled according to the CFRC Stock Register. Plaintiff Hampton Luzak has requested a copy of share certificate number 13 from CFRC, but the company was unable to produce a copy of the certificate or a lost certificate affidavit. Also, CFRC has not produced the stock power transfer provisions to certificate # 1 typically found on the reverse side of the certificate which would have contained the endorsement over to certificate # 13. In the place of certificate # 13, CFRC issued on May 11,

ROA 000732

ROA 000733

2012 a new share certificate #14 in the name of Paul B. Barringer, Trustee of the Paul B.

Barringer Revocable Trust under Agreement dated December 4, 1998 for 38,272 voting shares.

50. The 38,272 shares of CFRC voting stock, represented on CFRC share certificate number one, had been held by Decedent Paul Barringer since October 3, 2004. These shares, which comprised approximately 20% of the voting shares of CFRC, effectively represented control of the company since the voting shares held by his two daughters (with each daughter holding approximately 31% of the CFRC voting stock) were not sufficient to control the company without the 38,272 voting shares held by Decedent Paul Barringer. Prior to this time, Decedent Paul Barringer had fastidiously kept ownership of all stock in CFRC equal between his two daughters so that each daughter owned equal shares of voting and non-voting stock. Without the block of voting shares held by Decedent Paul Barringer, neither of his two daughters had voting control of the company.

51. When the purported transfer of Decedent Paul Barringer's voting shares was made on May 11, 2012 to share certificate # 14 in the name of Paul B. Barringer, as Trustee of the Paul B. Barringer Revocable Trust (*i.e.*, the Revocable Trust), the share certificate was signed by Kevin Luzak as the chief executive officer of CFRC. At that time, though, Merrill Light was a co-trustee of the Revocable Trust. However, no mention is made on share certificate # 14 that Merrill Light was a co-trustee of Decedent Paul Barringer's Revocable Trust. The lack of co-trustee designation, on information and belief, was an attempt by Merrill Light to keep from disclosing the purported co-trustee status to Kevin Luzak since he may have to sign certificate # 14.

52. Also on May 11, 2012, Decedent Paul Barringer's Durable Power of Attorney dated December 15, 2011, which was prepared by estate planning attorney John Jolley and

ROA 000733

ROA 000734

contained the description “Effective Immediately” on its title page, was recorded at the Beaufort County Register of Deeds office five months after the document was purportedly executed.

53. Decedent Paul Barringer instructed Kevin Luzak to sell CFRC’s airplane and purchase a larger plane. Based on Decedent Paul Barringer’s instructions, Kevin entered into a contract to sell the company airplane in early June 2012. On or about June 7, 2012, Decedent Paul Barringer contacted Kevin Luzak about using the company airplane to visit some corporate facilities. Kevin Luzak commented to Decedent Paul Barringer to enjoy the airplane ride since it would be the last trip on the company airplane before the sale was closed. Decedent Paul Barringer then exploded at Kevin Luzak and began swearing at him for selling the airplane, as Decedent Paul Barringer did not remember that he instructed Kevin Luzak to sell the airplane. Decedent Paul Barringer then ordered Kevin Luzak to rescind the deal to sell the airplane. Following Kevin Luzak’s termination, CFRC did in fact sell the airplane and purchase a larger airplane, consistent with Decedent Paul Barringer’s earlier instructions and against his confused demands of June 7, 2012.

54. At this same time, Decedent Paul Barringer was confused about a memorandum that Kevin Luzak prepared regarding the February 18, 2012 family discussion about a possible long-term strategy for CFRC and Kevin Luzak’s compensation. Decedent Paul Barringer denied participating in the meeting and denied receiving the memorandum summarizing the discussion that took place during the meeting. At this point in time, Decedent Paul Barringer could not remember very recent and significant discussions and was unable to manage a mental timeline or distinguish between imagined and actual events.

55. Around the week of June 4, 2012, Kevin Luzak talked with Merrill Light regarding Decedent Paul Barringer’s mental problems, and she stated she was aware of her

ROA 000734

ROA 000735

father's mental problems, including his resumption of aggressive behavior. She stated that the previous evening Decedent Paul Barringer was irate with the advisors from New York whom he referred to with extremely derogatory language, which had been uncharacteristic of him.

56. Around this same time, Kevin Luzak also talked with Decedent Paul Barringer's wife, Defendant Merrill Barringer, who said that Decedent Paul Barringer was very upset at Kevin Luzak. She stated that Decedent Paul Barringer believed Kevin was trying to sell 65% of the timberland and move the timberland management team to New York and that the people in New York would own 80% of the investments in the company. None of these descriptions of Kevin Luzak's proposed long-term plans for CFRC were true or ever contemplated. Mrs. Barringer also stated that Decedent Paul Barringer was upset about supposedly being excluded from the last board meeting in April 2012 which was completely untrue. In fact, Decedent Paul Barringer presided over the meeting without incident, though he had trouble communicating and forming words at that time.

57. By late May to early June of 2012, the financial health of Randy Light's companies had deteriorated drastically. Merrill Light told Plaintiff Hampton Luzak and Kevin Luzak in multiple conversations by phone and in person that Randy Light was going bankrupt, that he was going to lose everything, and that he would have nothing to leave the children.

58. Following the events described in paragraphs 24-27 above, Randy Light, by June 5, 2012, was forced to put another one of his condominium development companies, SAC, into bankruptcy. As referenced in paragraphs 24-27 above, Plaintiff Hampton Luzak is informed and believes the bankrupt entities of Randy Light had incurred up to \$26 million of debt. The bankruptcy proceedings regarding the debts owed by Randy Light and/or his companies continued into 2015.

ROA 000735

ROA 000736

59. On June 11, 2012, Decedent Paul Barringer sent Kevin Luzak a package with PowerPoint presentation documents that Decedent Paul Barringer said someone sent to him “just recently.” Decedent Paul Barringer claimed that the PowerPoint slides “appeared to be someone’s calculation on how CFRC could be purchased with various ways to obtain our timberland and other assets which could be marketed to outside parties.” Decedent Paul Barringer’s description of the business plan contained in the PowerPoint documents was incorrect. Further, Decedent Paul Barringer had already seen all of these materials. They were the materials presented at the March 15 and 16, 2011 board meetings and monthly management presentations during that period that Decedent Paul Barringer attended. Because of his dementia in June of 2012, Decedent Paul Barringer was unable to remember in June 2012 seeing the PowerPoint documents in March 2011 and was under the false impression the March 2011 board presentation documents had been prepared and distributed behind his back as suggested by his statement, “I have just recently received possession” of them. When Kevin Luzak explained the origin of the materials to him, Decedent Paul Barringer then acknowledged being at the board and management meetings and having seen the materials, then later questioned whether he was there, and then denied having ever seen the material. He subsequently reversed himself and said he may have seen them, which was symptomatic of his confusion. Decedent Paul Barringer then told Kevin Luzak that he would help Kevin Luzak find a job if Kevin Luzak could not run the company the way he wanted it run.

60. Merrill Light later admitted to Plaintiff Hampton Luzak that she had given Decedent Paul Barringer the PowerPoint presentations from the March 2012 board meetings and earlier management meetings which confused and upset Decedent Paul Barringer given his mental infirmities at that time.

ROA 000736

ROA 000737

61. In mid-June 2012 Merrill Light told Plaintiff Hampton Luzak that she (Merrill Light) wanted to sell CFRC. Plaintiff Hampton Luzak responded that she did not want to sell the company, because that would be contrary to her father's intent. Merrill Light raised the idea to Plaintiff Hampton Luzak of selling the whole company at least a half-dozen times in the first half of 2012. Each time Plaintiff Hampton Luzak responded that she did not want to sell CFRC. Merrill Light would broach the subject of selling CFRC only when Decedent Paul Barringer was not present because she knew it was contrary to her father's wishes.

62. On June 20, 2012, Kevin Luzak emailed Decedent Paul Barringer that he would like to have an outside independent person come in and perform a complete evaluation of Kevin Luzak's conduct, decisions and actions that Decedent Paul Barringer recently complained about. Kevin Luzak concluded the letter stating that, "If I have done anything wrong, I want to know about it more than anybody." That same day Decedent Paul Barringer responded with an angry email to Kevin Luzak, copied only to Merrill Light, stating that he did not want some outside lawyer coming in and making decisions regarding his company. He also accused Kevin Luzak of "trying to depose me for almost a year from my company." Decedent Paul Barringer's idea that Kevin Luzak was trying to depose him was another delusion of Decedent Paul Barringer. He further claimed: "We understand that your actions were trying to drive me away from [CFRC]...", obviously revealing that Merrill Light was helping him form this misbelief. (emphasis added). In the same email, Decedent Paul Barringer claimed that, "I have double the company voting stock of any person, or groups, do you think I'm dumb?" Decedent Paul Barringer, in fact, had less voting stock than either Plaintiff Hampton Luzak or Merrill Light. In a conversation that day, Decedent Paul Barringer informed Kevin Luzak that he wanted to have him removed as CEO.

ROA 000737

ROA 000738

63. On June 28, 2012, a special meeting of the board of directors of CFRC was called. The meeting was held by telephone conference in which all four directors participated – Kevin Luzak, Michael Hagler, Merrill Light and Decedent Paul Barringer. Also on the conference call was Bradley Herring, the company’s legal counsel along with his law partner Samuel Johnson. Mrs. Barringer testified in a deposition that, before the June 28, 2012 board meeting, she and Decedent Paul Barringer discussed the decision to fire Kevin Luzak and they agreed he should be fired. Moreover, she testified that she attended the June 28, 2012 board meeting “to correct him in any manner” and “to hear how he was doing” in the meeting and “maybe to indicate to him something he should say that he may have forgotten.”

64. During the June 28, 2012 board meeting, Decedent Paul Barringer made a number of delusional accusations against Kevin Luzak which were supported by Merrill Light who joined in with, and coached, Decedent Paul Barringer in his motion to have Kevin Luzak removed as president and CEO of the company. Decedent Paul Barringer also moved that Kevin Luzak be removed from all other offices with CFRC immediately and that Decedent Paul Barringer should be appointed as president and CEO. The corporate minutes state that Decedent Paul Barringer wanted Kevin Luzak removed because he (falsely) claimed he and Merrill Light had been thrown out of a recent meeting of the board of directors held in Charleston on April 24 and 25, 2012. (See Exhibit 4, 6/28/12 board minutes). He also claimed that he had found PowerPoint slides of various plans which he contended had been withheld from him by Kevin Luzak. Decedent Paul Barringer also claimed that Kevin Luzak had requested a million dollar check from him and stated that Kevin Luzak was the greediest person he knew and should be dismissed due to his alleged greed. Kevin Luzak responded that Decedent Paul Barringer and Merrill Light had not been thrown out of the preceding board meeting and that Kevin Luzak had

ROA 000738

ROA 000739

never requested a million dollar check from Decedent Paul Barringer. Because of the outlandish and completely unfounded allegations Decedent Paul Barringer was making, Kevin Luzak made a motion that the company retain an independent person to investigate the allegations and to report these findings to the board. Michael Hagler, a respected attorney who was the independent and non-affiliated member of the board, voted for an independent investigator as did Kevin Luzak. However, Merrill Light and Decedent Paul Barringer, with coaching from Merrill Light, voted against it so the motion failed. Mrs. Barringer, who attended the meeting to “correct him in any manner,” “to hear how he was doing” and “maybe to indicate to him something he should say that he may have forgotten,” was present with Decedent Paul Barringer at the time Paul Barringer was instructed to change his vote.

65. After voting down the motion for an independent investigation, the board of directors at the same June 28, 2012 meeting voted on Decedent Paul Barringer’s motion to remove Kevin Luzak from all positions with CFRC. Merrill Light supported and seconded Decedent Paul Barringer’s attacks and motions against Kevin Luzak. Mr. Hagler indicated he needed more information about the accusations Decedent Paul Barringer leveled against Kevin Luzak and voted against firing Kevin Luzak. Merrill Light and Decedent Paul Barringer, with coaching from Merrill Light, voted in favor of the motion to remove Kevin Luzak. Mrs. Barringer was present and involved in the meeting. The company counsel stated that Kevin Luzak had a conflict of interest in the vote since he was the subject of the motions and therefore could not vote as a member of the board of directors. As a result, Decedent Paul Barringer and Merrill Light’s votes to remove Kevin Luzak outnumbered Mr. Hagler’s opposition. The corporate minutes thus stated that Kevin Luzak was terminated from all company positions, though Kevin Luzak disputed the legitimacy of the vote.

ROA 000739

ROA 000740

66. As part of the June 28, 2012 special board meeting, the board next took up the motion of Decedent Paul Barringer that he be appointed CEO and president of CFRC. Merrill Light seconded the motion. Decedent Paul Barringer and Merrill Light then voted in favor of hiring Decedent Paul Barringer as CEO and president. Kevin Luzak and Michael Hagler voted against the motion; therefore, the motion failed.

67. During the votes in the June 28, 2012 special board meeting, Decedent Paul Barringer was confused about which way he should vote. Merrill Light, knowing her father was suffering from Alzheimer's disease, coached Decedent Paul Barringer as to how she wanted him to vote. Initially he voted to retain Kevin Luzak but then changed his vote upon receiving coaching from Merrill Light. In the end Decedent Paul Barringer and Merrill Light voted to oust Kevin Luzak. As soon as the third vote was taken, that being on a motion to appoint Paul Barringer as president and CEO which was not approved, Mrs. Barringer quickly interjected that the meeting should be adjourned before any extended discussion could occur about Paul Barringer's health and other related issues. Mrs. Barringer's initial request for an adjournment was not approved by the board. Some discussions then occurred among the board members about the problems with Paul Barringer's mental health and his having been coached during the votes taken during the meeting. After about ten minutes of discussion, Mrs. Barringer again instructed Paul Barringer and Merrill Light to adjourn the meeting and told everyone at the meeting that the meeting was adjourned.

68. Despite knowing the facts that Decedent Paul Barringer (a) had been diagnosed with dementia as early as December 2011; (b) had been hospitalized for three days in May 2012 for dementia; (c) had been diagnosed with, and undergone examination and treatment at MUSC, for Alzheimer's; and (d) had to be coached on how to cast a vote at a board meeting, Merrill

ROA 000740

ROA 000741

Light was willing to put her father, to his own detriment, back into the CEO position – a position he clearly was no longer capable of handling.

69. After the June 28th meeting adjourned, Michael Hagler, the sole independent member of the board of directors of CFRC, immediately wrote corporate counsel Bradley Herring that he was “concerned about Paul’s mental state. If Paul is voting and acting based on facts that exist in his mind but nowhere else, is his vote valid? Can the directors and the company act when a fellow director appears to be confused? On more than one occasion during the meeting Paul actually cast his vote in the opposite way he meant to cast the vote until he was corrected and coached by whoever was in the room with him.” (See Exhibit 5, Hagler letter 6/28/12). Merrill Light and Mrs. Barringer were present and involved in the meeting. Mr. Hagler disagreed that the vote to remove Kevin Luzak was legitimate.

70. On the following day, Bradley Herring responded to Michael Hagler’s June 28, 2012 letter by stating that Mr. Hagler’s “concern related to [Decedent Paul Barringer’s] mental state and confusion is something that needs to be ultimately considered by the courts.” (See Exhibit 6, Herring letter 6/29/12).

71. On July 1, 2012, Michael Hagler emailed Merrill Light, Kevin Luzak, and then-corporate counsel Brad Herring his objection to the CFRC board vote removing Kevin Luzak from his officer positions. The letter was principally addressed to Merrill Light. Michael Hagler characterized Decedent Paul Barringer’s actions at the June 28, 2012 meeting as totally inconsistent with the Paul Barringer he had previously known. Mr. Hagler stated that the person who attended the April 2012 board meeting and the June 28, 2012 board meeting “was not Paul. He is in Paul’s body, but he seems to be ill and not thinking or acting rationally.” Mr. Hagler implored Merrill Light to not follow her father blindly down the destructive path he was going.

ROA 000741

ROA 000742

He also implored her to conduct an investigation of Decedent Paul Barringer's accusations and his current status stating he could not understand why that should not be done. He then asked: "Do you know something about the situation that has not been discussed or disclosed to me? Is there something I do not understand?" Mr. Hagler reiterated: "From my observations, your father does not seem to be acting rationally." Mr. Hagler concluded by stating: "Merrill, I urge you to reconsider what is best for your father, your family and the company." (See Exhibit 7, Hagler e-mail 7/1/12).

72. On July 6, 2012, Plaintiff Hampton Luzak wrote the CFRC board of directors about her father's condition and informing them that he had been diagnosed with Alzheimer's disease and that she along with Mrs. Barringer and Merrill Light had been aware of his condition for months. She informed the board that her husband, Kevin Luzak, was fired on the basis of a combination of hallucinations, deep confusion and ridiculous and unfounded challenges to Kevin Luzak's character which Merrill Light blocked from being investigated, as Merrill Light knew they were unfounded and delusional. Plaintiff Hampton Luzak pointed out the various events Decedent Paul Barringer accused Kevin Luzak of being involved in which never occurred. She also reminded the board that, despite Decedent Paul Barringer's accusations, Kevin Luzak had never thrown a book at Merrill Light at any time or especially in a board meeting in which all board members along with advisors attended. She informed the board of the truthful situation that Decedent Paul Barringer unfortunately was suffering from confusion, severely deteriorated short-term memory and delusions. She pleaded with the board to take the situation into consideration instead of rubber stamping any harmful and damaging plans Decedent Paul Barringer in his infirm state may be proposing. (See Exhibit 8, H. Luzak letter 7/6/12).

ROA 000742

ROA 000743

73. On July 6, 2012, Kevin Luzak wrote to Bradley Herring that Mr. Herring personally witnessed the meetings where Decedent Paul Barringer later accused Kevin Luzak of supposedly throwing a book at Merrill Light and allegedly kicking Decedent Paul Barringer out of the meeting. Mr. Herring thus knew Decedent Paul Barringer's accusations were delusional but allowed Decedent Paul Barringer, with Merrill Light's support and coaching, to proceed. (See Exhibit 9, K. Luzak letter 7/6/12). On July 9, 2012, Bradley Herring resigned as CFRC corporate counsel and also as assistant secretary of the company following his inability to properly handle the June 28, 2012 board meeting in which Merrill Light and Decedent Paul Barringer fired Kevin Luzak. (See Exhibit 10, Herring letter 7/9/12). According to an e-mail of Travis Bryant to Plaintiff Hampton Luzak dated November 9, 2012, Merrill Light's personal attorney "John Jolley has acted as corporate counsel since Brad Herring resigned."

74(a). On July 12, 2012, independent board member Michael Hagler wrote Decedent Paul Barringer, Merrill Light and Kevin Luzak about the ostensible firing of Kevin Luzak at the prior board meeting. Mr. Hagler opined that Kevin Luzak should not have been removed from the board. Michael Hagler emphasized he was against appointing Paul Barringer as a replacement for Kevin Luzak as CEO "without investigating [Paul Barringer's] current mental state." Mr. Hagler further stated that he had "personally observed behavior in at least two board meetings and in my call with Paul [Barringer] two weeks ago which suggests that there are issues with his mental capacity." He also stated: "If [Plaintiff Hampton Luzak's] statements [in her July 6, 2012 letter] are correct, the board not only has inadequate information, but apparently individual board members may be withholding information from the board." This would include, and pertain particularly to, Merrill Light. Mr. Hagler concluded the letter by stating the

ROA 000743

ROA 000744

board had no attorney and needed to hire Virginia counsel promptly. (See Exhibit 11, Hagler letter 7/12/12).

74(b). Merrill Light executed a notice dated July 12, 2012 withdrawing her demand of June 28, 2012 for a special meeting of the shareholders of CFRC. The above notice was signed by Merrill Light in her individual capacity. It made no mention of her being a co-trustee of the Paul Barringer Revocable Trust. The above notice was also purportedly signed by Decedent Paul Barringer as “Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98.” No mention was made of Paul Barringer being a co-trustee of his Revocable Trust. Plaintiff Hampton Luzak received the notice by e-mail from John Jolley on July 13, 2012. (See Exhibit 21, M. Light notice 7/12/12 and Jolley e-mail 7/13/12).

75. While Decedent Paul Barringer was in a state of confusion and exhibiting irrational and erratic behavior, Decedent Paul Barringer, as grantor and as co-trustee with Merrill Light, purportedly executed a second amendment and restatement of his Revocable Trust on or about July 20, 2012. (See Exhibit 2, supra). No one, including Merrill Light as purported co-trustee, informed Plaintiff Hampton Luzak of this change.

76. On August 3, 2012 prior to the shareholder and board of director meetings that day, Michael Hagler emailed Merrill Light, Decedent Paul Barringer and attorney John Jolley and others about the resolutions proposed for those meetings. Mr. Hagler reiterated that in his opinion, “Paul Barringer is ill, and his judgment is impaired. I personally experienced this at the last regular director’s meeting held in Charleston. I heard it in the telephonic meeting held in June. I believe Merrill and her husband, Randy, are exercising poor judgment.” He also pointed out that he was concerned with the appointment of Travis Bryant to higher management

ROA 000744

ROA 000745

positions given that he was “a puppet”. He also asked the board members and attorney John Jolley, “Who is serving as corporate counsel?” (See Exhibit 12, Hagler e-mail 8/3/12).

77. Merrill Light did not respond to any of the three letters Michael Hagler wrote to Merrill Light on July 1, July 12 and August 3, 2012 about highly important matters facing CFRC, such as the need for an independent investigation into Decedent Paul Barringer’s accusations about Kevin Luzak’s performance as CEO and Decedent Paul Barringer’s incompetence. Decedent Paul Barringer also did not respond to the letter Mr. Hagler sent him on July 12, 2012.

78(a). On August 3, 2012, a special shareholder meeting of CFRC was held. At the meeting Merrill Light voted her shares in her individual capacity, except for three shares for which she gave a proxy for attorneys John Jolley, R. Mason Bayler, Jr., and John Owen Gwathmey. Merrill Light also voted the shares of the Paul B. Barringer Revocable Trust. At the meeting Merrill Light, personally or through someone acting on her behalf and under her control, represented that she was acting on behalf of Decedent Paul Barringer; however, Merrill Light never disclosed she was a trustee or co-trustee of the Paul Barringer Revocable Trust. The Shareholder Minutes were not produced to Plaintiff Hampton Luzak until April 14, 2015 pursuant to Hampton Luzak’s statutorily-authorized shareholder records inspection requests to CFRC as described in paragraphs 99, 101, 102 and 104(a) below. Prior to the April 14, 2015 production of the August 3, 2012 Shareholder Minutes, it was never disclosed to Hampton Luzak that Merrill Light was acting as a purported trustee or co-trustee of Paul Barringer’s Revocable Trust. Upon information and belief, Merrill Light and Randy Light and their unnamed co-conspirators concocted a false presentation for this special shareholder meeting to deceive

ROA 000745

ROA 000746

Hampton Luzak and to hide from her that Merrill Light was implementing a scheme to gain control over her father's voting stock in CFRC.

78(b). Because Merrill Light's combined votes comprised a majority of the voting stock, Merrill Light's motions to remove Kevin Luzak from the board of directors was approved, despite Plaintiff Hampton Luzak's opposition votes. At the same meeting, Merrill Light moved to have her husband, Randy Light, appointed to the board to replace Kevin Luzak. Given that Randy Light used the same e-mail address as Merrill Light, Plaintiff Hampton Luzak is informed and believes that Merrill Light moved to have her husband Randy Light seated on the board while knowing that Randy Light and/or his companies were straddled with crushing levels of debt and failed business properties. Again Merrill Light voted the two blocks of stock constituting a majority of the shares ostensibly within her control which resulted in Randy Light's appointment to the board. In effect, Merrill Light, outwardly in front of Plaintiff Hampton Luzak, acted as a purported agent under a power of attorney from Decedent Paul Barringer, while secretly using her purported position as co-trustee of Paul Barringer's Revocable Trust, to remove Kevin Luzak from the board and install her husband in Kevin Luzak's place, with Randy Light's participation.

79. Prior to this time, Decedent Paul Barringer for over 20 years had refused to let Randy Light join the CFRC board. In fact Decedent Paul Barringer had told Plaintiff Hampton Luzak that he "had no respect for Randy as a business man" because of his lack of success and professionalism in his attempted business ventures. It had been Kevin Luzak who had persuaded Decedent Paul Barringer to grant a visitor/guest seat in the board meetings to Randy Light despite Decedent Paul Barringer's desires for Randy Light to be excluded.

ROA 000746

ROA 000747

80. Since Merrill Light was ostensibly functioning as a trustee of Decedent Paul Barringer's Revocable Trust during the August 3, 2012 shareholder meeting, Merrill Light owed a fiduciary duty on and before that date.

81. Also on August 3, 2012, a board of director's meeting was held following the shareholder meeting. At the meeting John Jolley, the long-time estate planning attorney for Merrill and Randy Light, along with two other attorneys appeared at the board meeting "as counsel for Mrs. Light" according to the minutes of the board meeting. No mention was made in the board minutes of any attorney being retained as corporate counsel for CFRC to replace Bradley Herring. Merrill Light and her husband Randy Light made motions to remove Kevin Luzak from all positions with CFRC and its subsidiaries and to elect Travis Bryant as the new President and CEO. On his first day on the board, Randy Light expressed his disagreement with Kevin Luzak's strategic plans for CFRC and expressed his opinion "that it is in the best interest of the Company and its shareholders to have a non-family member take over the chief executive officer position..." Mr. Hagler disagreed with the points and motions raised by Merrill Light and her husband Randy Light, and voted against them. Decedent Paul Barringer was not at this important meeting. The Lights' motions therefore passed two to one.

82. After the board refused to hire an independent investigator regarding the accusations against Kevin Luzak as requested by board member Michael Hagler, Mr. Hagler resigned on August 23, 2012 because of the destructive course being taken by CFRC and its board. As Mr. Hagler termed it in his letter of July 12, 2012, he foresaw "the danger of CFRC being damaged – and ensuing claims, litigation, etc." from Merrill Light's refusal to allow a full and open investigation into the spurious allegations against Kevin Luzak. (See Exhibits 11, supra, and 14, Hagler letter 8/23/12).

ROA 000747

ROA 000748

83. A subsequent board meeting was held on August 29, 2012 in which attorney John Jolley attended as the purported new corporate counsel for CFRC. At this meeting, Mr. Jolley, the purported newly retained corporate counsel, was appointed as assistant secretary of CFRC. The board also accepted the resignation of Michael Hagler. The board at this time was ostensibly composed of Merrill Light, her husband Randy Light, and Decedent Paul Barringer. The board then voted to fill the board vacancy from Mr. Hagler's resignation with Travis Bryant. In addition, the board approved a special dividend distribution to the CFRC shareholders among other financial matters.

84. Prior to September 11, 2012, Decedent Paul Barringer controlled 20% of the CFRC voting shares and Plaintiff Hampton Luzak and Merrill Light each owned 31% of the CFRC voting shares through equal gifts from Decedent Paul Barringer. On September 11, 2012 essentially all of Decedent Paul Barringer's voting shares were purportedly transferred from Decedent Paul Barringer's Revocable Trust to Merrill Light as trustee of her own revocable trust. (See Exhibit 3, supra). This purported transfer of 20% of the voting stock of CFRC gave Merrill Light voting control of the company through ownership of 51% of the voting stock. Merrill Light and Randy Light concealed from Plaintiff Hampton Luzak for two and a half years the transfer of voting control of CFRC effected through the purported transfer of 38,271 shares of voting stock of CFRC from Decedent Paul Barringer's Revocable Trust to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust. (see paragraphs 101 and 102 below). Merrill Light has asserted in corporate litigation in the Federal District Court for the Eastern District of Virginia that she paid no consideration for the voting shares and that she received them gratuitously.

ROA 000748

ROA 000749

85. Decedent Paul Barringer's purported transfer of his CFRC voting stock was carried out through his purportedly signing a Stock Power form as co-trustee of his Revocable Trust. The Stock Power was witnessed by Mrs. Barringer and Sharon Potts. Also Decedent Paul Barringer and Merrill Light both signed an Assignment of Shares dated September 11, 2012 acknowledging assignment of the 38,271 shares of CFRC voting stock to Merrill Light as trustee of her revocable trust. The Stock Power and Assignment of Shares are attached hereto as Exhibits 15 and 16 and are incorporated herein. In the Stock Power, attorney John M. Jolley was appointed as Decedent Paul Barringer's attorney-in-fact to transfer the shares on the books of the corporation. Mr. Jolley, who was purported corporate counsel and assistant Secretary at that time, never informed Plaintiff Hampton Luzak of the stock transfer that effected the change in control of CFRC. Even though Hampton Luzak was aware of her father's dementia and Merrill Light's manipulation of Decedent Paul Barringer at board meetings and other company activities, she did not envision that Merrill Light was stealing their father's CFRC voting stock (half of which was intended for Hampton Luzak) through her undue influence and Decedent Paul Barringer's lack of mental capacity.

86. As a result of the August 2012 board changes, the CFRC board, at the time of the September 11, 2012 Assignment of Shares, was then composed of: (1) Merrill Light; (2) Merrill Light's husband, Randy Light, who was strapped with massive debts, bankruptcy filings of entities he owned and controlled, and whose entities had committed what the bankruptcy trustee characterized as fraudulent transfers; (3) Decedent Paul Barringer, who was suffering from Alzheimer's disease, delusions, and acting irrationally; and (4) Travis Bryant whom independent board member Mr. Hagler described as "a puppet". None of these board members ever informed Plaintiff Hampton Luzak of the purported subsequent transfer of the 38,271 voting shares by

ROA 000749

ROA 000750

Paul Barringer. Merrill Light and Randy Light were well-embedded in the management of CFRC. In addition, Merrill and Randy Light's estate planning attorney had become CFRC's purported corporate counsel, its assistant secretary, and Decedent Paul Barringer's estate planning attorney. Their positioning allowed Merrill and Randy Light to conceal from Plaintiff Hampton Luzak the unlawful and improper transfer of their father's controlling voting shares.

87. The notable events set forth above leading up to the purported transfer of Decedent Paul Barringer's controlling shares in CFRC to, and at the instigation of, Merrill Light can be summarized in the following selective, though not exclusive, list of events:

- On December 2, 2011 Decedent Paul Barringer's MRI report disclosed a history of dementia;
- By December 15, 2011 Merrill Light's attorney John Jolley had begun performing legal work for Decedent Paul Barringer at Merrill Light's direction;
- In January 2012 Merrill Light informed Plaintiff Hampton Luzak she was getting involved in their parents' estate planning;
- At the April 25, 2012 board meeting, Decedent Paul Barringer was completely confused, incoherent and had trouble forming words;
- From May 2 – 4, 2012 Decedent Paul Barringer was hospitalized due to complications from dementia;
- On May 7, 2012 Decedent Paul Barringer purportedly transferred all his voting stock in CFRC to the "Paul B. Barringer, II Irrevocable Trust dated December 4, 1998";
- On or about May 10, 2012 Dr. Bachman informed Decedent Paul Barringer, Plaintiff Hampton Luzak and Mrs. Barringer that Decedent Paul Barringer had Alzheimer's disease;
- On May 11, 2012 Decedent Paul Barringer ostensibly transferred all his voting stock in CFRC to the Paul B. Barringer, II Revocable Trust dated December 4, 1998;
- On June 5, 2012 Randy Light's companies filed bankruptcy;
- Throughout June 2012, Decedent Paul Barringer continues to exhibit incoherent, delusional, erratic and irrational behavior;

ROA 000750

ROA 000751

- On June 28, 2012 Decedent Paul Barringer moved to remove Kevin Luzak as CEO based on accusations Merrill Light knew to be false yet she supported and seconded the attacks. Mrs. Barringer also attended the board meeting to correct Decedent Paul Barringer during the meeting and to monitor how he was doing and “maybe to indicate to him something he should say that he may have forgotten.” Paul Barringer at least twice changed his votes based on instructions given him by people in the meeting room with him, and those in the room included Mrs. Barringer. Decedent Paul Barringer also followed her instructions to adjourn the board meeting after discussions arose about Paul Barringer’s mental state;
- In letters of June 28, July 1, July 12 and August 3, 2012 independent board member Michael Hagler protested Kevin Luzak’s firing and the refusal by Merrill Light as a member of the board of directors to allow an investigation into Decedent Paul Barringer’s accusations and competency;
- On July 20, 2012 the Paul B. Barringer Revocable Trust was purportedly amended, and on or before that date Merrill Light became a co-trustee;
- On August 3, 2012 Merrill Light, acting publicly as agent for Decedent Paul Barringer under a power of attorney (but as purported trustee of Decedent Paul Barringer’s Revocable Trust according to Annex A of the shareholder minutes, which were not disclosed to Hampton Luzak until April 14, 2015), voted the majority shares then in her control to oust Kevin Luzak as a director and voted her husband Randy Light as the new CFRC director;
- By August 29, 2012, Randy and Merrill Light’s personal estate planning attorney purportedly became the corporate counsel and assistant secretary for CFRC, and Travis Bryant became its CEO and a director;
- On September 11, 2012 Decedent Paul Barringer purportedly transferred his voting stock and voting control of CFRC to Merrill Light, and appointed John Jolley as his attorney-in-fact to transfer his shares on the records of CFRC (although a gift tax return was not filed until May 28, 2015, showing the transfer occurred on December 31, 2012).

88. Had Decedent Paul Barringer not been mentally incapacitated or subject to undue influence by Merrill Light during this time, he would never have allowed Randy Light, who was strapped with crushing debts, had committed fraudulent transfers, had forced a hostile takeover of one of his business entities from his partners to seize assets for his own benefit, and whose own business entities were forced into bankruptcy, to become a director of CFRC.

ROA 000751

ROA 000752

89. On or about October 26, 2012, after Kevin Luzak had been removed from the board, the board of directors of CFRC for the first time paid a special distribution dividend to shareholders of record on October 25, 2012 plus a preliminary true-up to 42% of actual fiscal year 2012 earnings as the new board's first action. Despite the Stock Power and Assignment of Share documents purportedly executed on September 11, 2012, the special distribution dividends continued to be paid to Decedent Paul Barringer for his Revocable Trust. A final true-up for the fiscal year 2012 was paid on or about November 17, 2012.

90. On November 8, 2012, Plaintiff Hampton Luzak wrote the board of directors of CFRC voicing her concerns about recent events. (See Exhibit 17, H. Luzak Letter to Board dated 11/8/12). She expressed her opposition to the "very large distribution from CFRC" of a "special dividend." Plaintiff Hampton Luzak pointed out that the special dividend was unprecedented in magnitude and that Decedent Paul Barringer, "consistently focused on reinvestment and growth . . . and would never have supported such a distribution." Plaintiff Hampton Luzak also objected to the purported appointment of John Jolley as counsel for CFRC due to the fact that he had been functioning as the personal estate planning attorney for Merrill Light and her husband Randy Light who are also on the board of directors for CFRC, presenting a clear conflict of interest. Plaintiff Hampton Luzak further stated to the board her understanding that "[n]o individual owns more stock in CFRC than I do." This statement confirms the fact that Merrill Light kept secret from Plaintiff Hampton Luzak the transfer of voting shares initiated on September 11, 2012. Merrill Light's husband Randy Light was on the board of directors at this time and was a designated recipient of this letter. Upon information and belief, Merrill Light would have seen or been made aware of the content of Plaintiff Hampton Luzak's letter; however, she never responded or refuted to Plaintiff Hampton Luzak the statement "[n]o

ROA 000752

ROA 000753

individual owns more stock in CFRC than I do.” Moreover, Hampton Luzak’s letter stated her understanding that Merrill Light voted Paul Barringer’s stock using a power of attorney, which no one ever refuted or “corrected.”

91. Following Plaintiff Hampton Luzak’s letter of November 8, 2012, Decedent Paul Barringer wrote Plaintiff Hampton Luzak a letter dated December 15, 2012 stating Plaintiff Hampton Luzak has brought shame to the Barringer family name. Despite the fact Plaintiff Hampton Luzak objected that the special dividend funds were not being used for reinvestment and long-term growth but instead were being paid immediately to the shareholders including herself, Decedent Paul Barringer accused her of being driven by greed. He also stated that his primary business goal was to continue to operate CFRC and it was for the best interest of the family to continue to operate CFRC as a timber and forest company. He further stated that Kevin Luzak was terminated because CFRC was going in a direction “that was not acceptable to me or my associates.” A typewritten version of the letter was also submitted on or about December 17, 2012.

92(a). Based on Randy Light’s desperate financial status, Decedent Paul Barringer’s hostility toward allowing Randy Light to attend board of director meetings, the actions of Randy Light in advocating and voting for Kevin Luzak’s removal as an officer, employee and subsidiary director of CFRC, Randy Light’s position as the successor director to Kevin Luzak on CFRC’s board of directors after August 3, 2012, and Randy Light’s actions in procuring Decedent Paul Barringer’s belated gift tax return reporting the September 11, 2012 assignment of Decedent Paul Barringer’s voting stock as a purported gift (as described in paragraph 107 below), Plaintiff Hampton Luzak is informed and believes that Randy Light knowingly and

ROA 000753

ROA 000754

willing aided, abetted, encouraged and/or materially participated in the purported transfer of Decedent Paul Barringer's voting stock to Merrill Light as trustee of her revocable trust.

92(b). On April 12, 2013 the bankruptcy trustee from the Eastern District of Texas in the bankruptcy case of Randy Light's company, SAC, filed an adversary proceeding against a third party, Patriot Bank, alleging that Patriot Bank received fraudulent transfers from SAC in 2010 and 2011 as described in paragraph 26 above. Based in part on the trustee's final report, the adversary proceedings resulted in the recovery of the vast majority of the funds the trustee claimed were fraudulently transferred by and for the benefit of entities controlled by Randy Light.

92(c). Mrs. Barringer testified in a deposition that Decedent Paul Barringer changed his estate plan in June of 2014. This would have been at least the third change to his estate plan of December 4, 1998. In that change, Paul Barringer removed Plaintiff as a beneficiary. Mrs. Barringer further testified that Decedent Paul Barringer cut out Plaintiff as a beneficiary because Plaintiff had alienated him and he thought Plaintiff was greedy. During this time period from July 2012 to June of 2014 Plaintiff set up visits between her family and her parents only to have all of them cancelled by Mrs. Barringer. Also Mrs. Barringer instructed Plaintiff to always call her on her mobile number and not to call the land-line number at the home where Decedent Paul Barringer lived and had access to the phone. Moreover, Plaintiff and her family made no requests to Plaintiff's parents or other family members for any assets, favors, or anything of value during this time.

93. Over the two year period from 2013 through 2014, a combined \$14 million of capital expenditures appear to be unaccounted-for in the financial records of CFRC produced to Plaintiff Hampton Luzak. Plaintiff Hampton Luzak has attempted to obtain documents from

ROA 000754

ROA 000755

CFRC that would reveal the specific uses of the unaccounted for \$14 million, but CFRC, under Merrill Light's control and with Randy Light now serving as chairman of the board of directors, has refused to provide such documents.

94. During the Christmas holidays of December 2014, Plaintiff Hampton Luzak received a CFRC Annual Report and discovered a footnote about recent benefits provided to Travis Bryant, the new CEO who replaced Kevin Luzak and who also replaced independent board member Michael Hagler on the board of directors. The footnote quietly disclosed that CFRC had recently allowed Mr. Bryant to borrow enormous sums of money from the company on extremely generous terms to purchase 2.5% of the stock of CFRC for \$4.92 per share, \$1.00 below its book value and significantly below CFRC's fair market value. Plaintiff Hampton Luzak further learned that Travis Bryant had also been issued CFRC stock options on terms highly favorable to Mr. Bryant, including an exercise price at book value.

95. After discovering the stock sale and option grants, Plaintiff Hampton Luzak wrote her father on January 21, 2015 informing him of stock being issued to Travis Bryant and promised to not "let people take advantage of you." On that same day, Plaintiff Hampton Luzak through her attorney wrote CFRC seeking company records, as allowed by law in her capacity as a shareholder, regarding the stock issuance to Travis Bryant. CFRC responded on January 30, 2015 that it received the request and would be responding thereafter.

96. On February 5, 2015, Decedent Paul Barringer purportedly executed, amended and restated for at least the fourth time the Paul B. Barringer Revocable Trust originally dated December 4, 1998. On that same day, Decedent Paul Barringer purportedly executed a Last Will and Testament. (See Exhibit 18, P. Barringer Will dated 2/5/15). Plaintiff Hampton Luzak is informed and believes it was signed in John Jolley's office. Also on February 5, 2015, Decedent

ROA 000755

ROA 000756

Paul Barringer purportedly executed a new Durable Power of Attorney which was prepared by John Jolley as was Decedent Paul Barringer's purported Last Will and Testament. The new power of attorney then ostensibly appointed Merrill Light as the primary attorney-in-fact and named her husband Randy Light as the alternate attorney-in-fact. Decedent Paul Barringer also purportedly revoked his December 2011 power of attorney which had named his wife Merrill Barringer as the attorney-in-fact. (See Exhibit 19, P. Barringer D.P.A. dated 2/5/15).

97. Had Decedent Paul Barringer not been mentally incapacitated or subject to undue influence by Merrill Light at this time, he would never have allowed Randy Light, who was strapped with crushing debts, had committed fraudulent transfers, had forced a hostile takeover of one of his business entities from his partners to seize assets for his own benefit, and whose own business entities were forced into bankruptcy, to be his alternate agent under his financial durable power of attorney with control over all of Decedent Paul Barringer's assets.

98. On February 19, 2015, a shareholder's meeting of CFRC was held by conference call. Plaintiff Hampton Luzak was one of the participants in the conference call meeting. Plaintiff Hampton Luzak is informed and believes that Decedent Paul Barringer did not attend the shareholder meeting. During the shareholder's meeting, there was no mention of Decedent Paul Barringer's role on the board of directors or any change in his position as being a member of the board. According to the minutes of the meeting, Merrill Light gave her attorney John Jolley a proxy to vote the shares under her control. Those controlling shares were then voted to elect Merrill Light, Randy Light, and Travis Bryant, all current board members, and Robert C. L. Conger as a new board member. In effect Merrill Light's shares were voted to remove Decedent Paul Barringer as a member and chairman of the board of the company he built and to make her husband Randy Light chairman of the board. At the shareholder meeting there was no mention

ROA 000756

ROA 000757

made of replacing or removing Decedent Paul Barringer from the board or as chairman of the company he spent his life building, and there was no mention of him included in the written shareholder minutes.

99. As set forth above, after she discovered the Travis Bryant transaction buried in a financial statement footnote, Plaintiff Hampton Luzak started sending statutorily-authorized shareholder records inspection requests to CFRC on January 21, 2015. On or about February 13, 2015, CFRC sent its first response to Plaintiff Hampton Luzak's statutorily-authorized information request. Due to the severe deficiencies and omissions in CFRC's response to Plaintiff Hampton Luzak's record request, with CFRC now controlled by Merrill Light, Plaintiff Hampton Luzak's attorney submitted a second demand for records to the company on February 20, 2015. The records request that Plaintiff Hampton Luzak submitted to CFRC did not threaten any litigation, and in fact expressly rejected any claim by the company that Plaintiff Hampton Luzak was seeking documents for the purpose of instigating litigation.

100. On February 26, 2015, Decedent Paul Barringer in a letter typed on his stationery addressed to Plaintiff Hampton Luzak stated that he was astonished and disappointed that his own daughter would be threatening to sue CFRC. Plaintiff Hampton Luzak had not made any such threat.

101. On March 3, 2015, CFRC responded to Plaintiff Hampton Luzak's second demand for records. However the response of the company controlled by Merrill Light again omitted key documents to which Plaintiff Hampton Luzak as a shareholder was entitled to receive. Therefore on March 6, 2015, Plaintiff Hampton Luzak's attorney made a third request to CFRC for company records that a shareholder by law is entitled to receive. By response dated

ROA 000757

ROA 000758

March 13, 2015, CFRC finally submitted a response that included the CFRC stock register showing the stock ownership transactions of the company. (See Exhibit 3, supra).

102. The stock register, provided to Plaintiff Hampton Luzak for the first time on or about March 13, 2015, contained an entry stating that 38,271 shares of voting stock previously held by Decedent Paul Barringer as trustee of the Paul B. Barringer Revocable Trust under agreement dated December 4, 1998 had been transferred on September 11, 2012 to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust. After this transfer, Decedent Paul Barringer held one share of CFRC voting stock. The production of the stock register on March 13, 2015 was the first time anyone disclosed to Plaintiff Hampton Luzak that Decedent Paul Barringer's voting-control shares of CFRC had been transferred to Merrill Light. The transfer of those voting shares purportedly gave Merrill Light control of CFRC, in contravention of Decedent Paul Barringer's long-held intentions.

103. Following Merrill Light's engineering of the ouster of her father as a member and chairman of the board at the February 19, 2015 shareholders meeting, a special meeting of the board of directors was called for March 16, 2015. At that meeting the board discussed, approved and authorized the executive management of CFRC to interview financial advisors about a sale of the company or its assets, which was contrary to Decedent Paul Barringer's long-held intentions. (See Exhibit 20, Board Minutes 3/16/15). With Decedent Paul Barringer no longer on the board of directors, Plaintiff Hampton Luzak is informed and believes that Decedent Paul Barringer was not informed of the steps the board under Merrill Light's control had begun to take to dismantle and sell the company that Decedent Paul Barringer had worked his entire adult life to build and maintain.

ROA 000758

ROA 000759

104(a). On March 31, 2015 Plaintiff Hampton Luzak sent her final statutorily-authorized shareholder records inspection request to CFRC. The request asked for CFRC shareholder minutes since June 1, 2012. On April 14, 2015 counsel for CFRC produced the August 3, 2012 shareholder minutes to Hampton Luzak for the first time and included Annex A which set forth the shareholder vote breakdown. The minutes also showed that Merrill Light voted the shares of the Paul Barringer Revocable Trust as its purported “trustee”, although at no time did she actually vote as “trustee” at the meeting.

104(b). On April 15, 2015, the day after producing the August 3, 2012 Shareholder Minutes to Plaintiff Hampton Luzak for the first time, CFRC, under the control of Merrill Light, filed suit against Hampton Luzak in a declaratory action in the Federal Court for the Eastern District of Virginia (“Virginia Federal Litigation”) seeking, *inter alia*, declaratory relief regarding Merrill Light’s proportional interest in CFRC. A significant focus of the Virginia Federal Litigation became whether Decedent Paul Barringer’s purported September 2012 stock transfer to Merrill Light was carried out in breach of the terms of the 2010 Shareholders Agreement.

104(c). As background on the Virginia Federal Litigation, after CFRC initially filed its complaint for declaratory judgment against Hampton Luzak and then later moved to dismiss its suit while Plaintiff Hampton Luzak’s counterclaims were pending, the federal court ordered the parties realigned with Hampton Luzak made a plaintiff. Hampton Luzak ultimately filed two separate complaints asserting different claims against different sets of parties before the federal court which consisted of (1) a breach of contract complaint based on the 2010 Shareholders Agreement against Merrill Light and CFRC, and (2) a separate and unrelated complaint asserting shareholder derivative and other claims against CFRC, CFRC officer Travis Bryant and Merrill

ROA 000759

ROA 000760

Light and Randy Light involving an unrelated 2013 stock sale and option grant to Mr. Bryant. (Attorneys acting in the name of Decedent Paul Barringer ostensibly moved to intervene in the breach of contract action). Though the federal court kept one civil action file number assigned to CFRC's original declaratory judgment action, the court required separate filings, including separate pleadings, for the two distinct claims –the breach of contract claim based on the 2010 Shareholders Agreement concerning the purported 2012 stock transfer of Paul Barringer's CFRC voting stock to Merrill Light, and the other claim being the derivative and declaratory judgment claim involving the unrelated 2013 stock sale and option grant to Travis Bryant. Randy Light was a party only to the unrelated derivative and declaratory judgment claim regarding the stock sale and option grant to Travis Bryant and was not a party to the breach of contract claim about the 2010 Shareholders Agreement.

105. On the same day (April 15, 2015) that CFRC filed its declaratory judgment action against Plaintiff Hampton Luzak, CFRC, under the control of Merrill Light, canceled the medical insurance of Plaintiff Hampton Luzak's family without any notice to the Luzaks.

106. Even though the Stock Power and Assignment of Shares dated September 11, 2012 show that the purported transfer of Decedent Paul Barringer's CFRC voting shares occurred on September 11, 2012, Decedent Paul Barringer did not file a gift tax return until approximately May 28, 2015, more than two years after the filing deadline. This information is based on arguments made in the Virginia Federal Litigation in open court on January 22, 2016. Throughout his lifetime Decedent Paul Barringer was meticulous and very diligent in having his tax returns prepared properly and timely. The gift tax return covering the transfer of Decedent Paul Barringer's CFRC voting shares to Merrill Light was not prepared until May of 2015, after Merrill Light caused CFRC to institute litigation against Plaintiff Hampton Luzak, and after Ms.

ROA 000760

ROA 000761

Luzak counterclaimed challenging the stock transfer as a violation of the 2010 Shareholders Agreement. The late filing was completely out of character for Decedent Paul Barringer.

107. The records of Decedent Paul Barringer's long-time accountant, Bobby L. Davis, CPA of Columbia, SC, show that Randy Light, John Jolley and Travis Bryant, not Decedent Paul Barringer, handled all the interaction with Mr. Davis for preparation of the delinquent gift tax returns. None of the above-named persons who handled all the interactions with Mr. Davis were authorized as agents under any power of attorney from Barringer to contact his accountant.

108. On August 28, 2015, Decedent Paul Barringer ostensibly moved to intervene in that portion of the Virginia Federal Litigation addressing Plaintiff Hampton Luzak's breach of contract claim for breach of the 2010 Shareholders Agreement. Plaintiff Hampton Luzak is informed and believes her father's intervention was undertaken upon the manipulation of Merrill Light, and at her behest. Decedent Paul Barringer's intervention in the breach of contract portion of the Virginia Federal Litigation was not undertaken for the benefit of Decedent Paul Barringer but was being directed by Merrill Light and her agents for the benefit of Merrill and Randy Light. In court papers filed in Decedent Paul Barringer's name, it was stated that Decedent Paul Barringer was supporting Merrill Light's side in the breach of contract claim brought by Plaintiff Hampton Luzak. Decedent Paul Barringer's intervention was a continuation of the undue influence and manipulation of Mr. Barringer, who lacked sufficient mental capacity to understand his actions. Decedent Paul Barringer's intervention on August 28, 2015 at the behest of Merrill Light occurred only 52 days before Decedent Paul Barringer was tested by Dr. Paul Mazzeo on October 19, 2015 and found to have severe senile dementia, and years after his earlier diagnoses of dementia and Alzheimer's as set forth in paragraphs 29, 36, 40-43, 45 and 47.

ROA 000761

ROA 000762

109. According to the sworn Declaration of Dr. Paul Mazzeo, a neurologist in Port Royal, South Carolina, Dr. Mazzeo examined Decedent Paul Barringer on October 19, 2015 due to Decedent Paul Barringer's history of memory loss. Dr. Mazzeo administered a Mini Mental State Exam ("MMSE") on October 19, 2015. Decedent Paul Barringer scored a 10 out of 30 points on the MMSE which represented severe cognitive impairment. Dr. Mazzeo diagnosed Decedent Paul Barringer with "severe senile dementia, Alzheimer's type." Dr. Mazzeo stated Decedent Paul Barringer "exhibited severe memory loss and expressive aphasia (the inability to use language to express thoughts)." Dr. Mazzeo further stated that Decedent Paul Barringer's "memory loss and expressive aphasia make it practically impossible for him to recall past events with accuracy and then find the words to express whatever recollection he may have, without his wife's assistance." Dr. Mazzeo's declaration was filed in the Virginia Federal Litigation by attorneys acting in the name of Decedent Paul Barringer but not until January 20, 2016.

110. On January 20, 2016, the same date that Dr. Mazzeo's declaration was filed, Decedent Paul Barringer's attorneys filed in the Virginia Federal Litigation a sworn declaration signed by Decedent Paul Barringer affirming under the penalties of perjury the contents of answers to interrogatories. The sworn declaration was dated January 14, 2016. According to the Declaration of Dr. Mazzeo filed the same date, Decedent Paul Barringer lacked testimonial capacity. As exemplified by the circumstances alleged above, Merrill Light continued her pattern of undue influence and manipulation of Decedent Paul Barringer while he lacked mental capacity.

111. On February 12, 2016 Plaintiff Hampton Luzak moved and filed a brief in the Virginia Federal Litigation to stay the proceedings there while she pursued an emergency and permanent conservatorship action in the Beaufort County Probate Court for Decedent Paul

ROA 000762

ROA 000763

Barringer. (No member of Paul Barringer’s family had filed guardianship or conservatorship proceedings seeking protection for Decedent Paul Barringer, and Merrill Light continued to deny that he was incapacitated. The filing of Dr. Mazzeo’s declaration was the first time Hampton Luzak could be certain that her father was incapacitated, and she acted immediately to protect him.) As described in Plaintiff’s publicly-filed Brief in Support of Motion to Stay Proceedings (available on the federal “PACER” ECF system¹), Barringer filed numerous motions and pleadings in that action (totaling over 30 docket entries). In addition, according to the PACER filings, Decedent Paul Barringer submitted sworn interrogatory answers on three occasions. In these sworn answers, Decedent Paul Barringer always spoke in the first person about his purported actions and decisions (*e.g.*, “I decided to give the voting stock to Merrill Light...”). Further, Decedent Paul Barringer flip-flopped regarding critical factual assertions, including changing his interrogatory answers from white to black, such as when he first denied he received dividends on his CFRC voting stock after September 11, 2012 in his Response to Interrogatory No. 16 dated December 31, 2015 and then admitted receiving dividends thereafter in his Amended Response to Interrogatory dated January 14, 2016.

112. Contradictory yet facially definitive sworn statements purportedly from Decedent Paul Barringer exemplified both his mental confusion of facts and the extent he was being manipulated in the Virginia Federal Litigation. For example, the PACER filings reflected that “Decedent Paul Barringer has also submitted conflicting and inconsistent sworn answers regarding the date of the alleged ‘gift’ of [CFRC] voting shares. In a gift tax return for the year

¹ Public Access to Court Electronic Records (PACER) is an electronic public access service that allows users to obtain case and docket information online from federal appellate, district, and bankruptcy courts, and the PACER Case Locator. PACER is provided by the Federal Judiciary in keeping with its commitment to providing public access to court information via a centralized service. See: <https://www.pacer.gov/>

ROA 000763

ROA 000764

2012 – inexplicably filed over two years late in 2015 (only after Ms. Luzak began challenging the transfer) – Decedent Paul Barringer swore under penalty of perjury that the date of the ‘gift’ was December 31, 201[2]... However, in sworn answers to interrogatories, Decedent Paul Barringer maintains the stock was transferred on September 11, 2012...”

113(a). On February 17, 2016, attorneys acting on behalf of Decedent Paul Barringer filed in Decedent Paul Barringer’s name a brief in opposition to a motion to stay the Virginia Federal Litigation while Plaintiff Hampton Luzak pursued guardianship and conservatorship proceedings in South Carolina for her father. Plaintiff Hampton Luzak is informed and believes that Decedent Paul Barringer continued to suffer from lack of mental capacity and undue influence and was still being manipulated by Merrill Light, and on information and belief by his wife Mrs. Barringer, in order to file Decedent Paul Barringer’s opposition brief.

113(b). On February 19, 2016 Plaintiff Hampton Luzak in the Virginia Federal Litigation filed a Motion for Voluntary Dismissal, for a partial dismissal of her breach of contract claims, shortly after attorneys acting ostensibly for Decedent Paul Barringer filed an affidavit of Dr. Paul Mazzeo confirming Paul Barringer’s incompetence.

114. The Virginia Federal Litigation has been expensive and was not in best interest of Decedent Paul Barringer but only in Merrill Light’s best interest. Based on the amount of legal fees that CFRC has incurred in the Virginia Federal Litigation, Plaintiff Hampton Luzak is informed and believes substantial funds were likewise expended from Decedent Paul Barringer’s estate in connection with the Virginia Federal Litigation without his capacity to consent.

115. On April 22, 2016, only two months after Decedent Paul Barringer’s February 17, 2016 court filing in the Virginia Federal Litigation, Decedent Paul Barringer was examined by Dr. Paul Long and provided a Mini Mental State Exam. On this exam, Decedent Paul Barringer

ROA 000764

ROA 000765

scored a 1 out of 30. As a court-appointed examiner in a conservatorship action, Dr. Long opined that Decedent Paul Barringer was mentally incapacitated due to dementia from Alzheimer's disease. In that probate action for a conservatorship and guardianship filed by Plaintiff Hampton Luzak in February 2016, Merrill Light was eventually forced to concur and acknowledge that Decedent Paul Barringer was legally mentally incapacitated, after initially contending that he did not need protection. Plaintiff Hampton Luzak commenced the emergency and permanent conservatorship action to protect her father from undue influence resulting in dissipation of his assets and to protect his long-term goals for his company, including his intention not to sell it.

116. Plaintiff Hampton Luzak is informed and believes Decedent Paul Barringer, since the spring of 2012 and for the remainder of his life, was a "vulnerable adult" as defined in S.C. Code Ann. § 43-35-10(11) of the Omnibus Adult Protection Act (the "Act") because of the mental and physical infirmities described herein. Moreover, Plaintiff is informed and believes Paul Barringer was subject to "exploitation" under § 43-35-10(3) of the Act by the actions of Merrill Light, Randy Light and possibly others, including but not limited to Mrs. Barringer, by: (1) causing or requiring Paul Barringer to engage in activities such as the transfer of controlling shares of CFRC voting stock to Merrill Light and joining in the Virginia Litigation against Plaintiff, which activities, considering Paul Barringer's mental condition since the spring of 2012, were improper, unlawful or against the reasonable and rational wishes of Decedent Paul Barringer; (2) an improper, unlawful, or unauthorized use of the funds, assets, property, and power of attorney of Decedent Barringer for the profit of Merrill Light by using Paul Barringer's funds to support her litigation; and/or (3) causing Decedent Paul Barringer to purchase goods or services, such as the attorney services in the Virginia Litigation, for the profit or advantage of

ROA 000765

ROA 000766

Merrill Light through: (i) undue influence, (ii) harassment, (iii) duress, (iv) coercion, or (v) swindling by overreaching, cheating, or defrauding Paul Barringer through cunning arts or devices that deluded Paul Barringer and caused him to lose money or other property.

117. On May 30, 2016, during the pendency of the conservatorship action, at the age of 85, Decedent Paul Barringer died from Alzheimer's disease as reported on his Death Certificate.

118. Upon information and belief, at the time of Decedent Paul Barringer's purported execution of the alleged Stock Power and Assignment of Shares documents on September 11, 2012 as Trustee of the Paul B. Barringer, II Revocable Trust transferring the CFRC voting control stock from the name of Paul B. Barringer, as trustee to Merrill Light as trustee of the Merrill Light Revocable Trust, Decedent Paul Barringer was mentally incompetent and suffering from Alzheimer's disease and/or other dementia and lacked the requisite mental capacity to make a gratuitous or partially gratuitous transfer.

119. Merrill Light's misrepresentations to Decedent Paul Barringer, such as the selective presentation of board of director materials to Decedent Paul Barringer at a stage in life when he had no ability to recall or understand the context of the materials, caused Decedent Paul Barringer to purportedly transfer the voting control shares to Merrill Light. Further, Merrill Light directed Decedent Paul Barringer to her own estate planning attorney that she had used for a number of years so that Merrill Light's attorney John Jolley could take over much of the estate planning work for Decedent Paul Barringer, including the purported transfer of the voting shares. In addition, Merrill Light used her positions as director and co-trustee to install her own estate planning attorney, John Jolley, as the corporate attorney for CFRC. Mr. Jolley then purportedly carried out the transfer of the voting shares to Merrill Light as Decedent Paul Barringer's

ROA 000766

ROA 000767

attorney-in-fact for the transfer of shares. This stock transfer was hidden from Hampton Luzak by Mrs. Barringer, Merrill Light and Randy Light until March of 2015.

120. For many years before 2012 and until Decedent Paul Barringer's death in 2016, Merrill Light resided in Hilton Head, South Carolina in close proximity to Decedent Paul Barringer. In contrast, Plaintiff Hampton Luzak and her husband, while managing CFRC, resided in New York City and later in Jackson, Wyoming. As such, Merrill Light had ample opportunity to exert her influence over both Decedent Paul Barringer. Mrs. Barringer lived with Decedent Paul Barringer and not only had the opportunity to influence him but admitted under oath that she was the only person who could influence him.

121. Decedent Paul Barringer prior to the summer and fall of 2012 had provided for equal distribution of CFRC stock to Plaintiff Hampton Luzak and Merrill Light. In Decedent Paul Barringer's estate plan prior to the summer and fall of 2012, Decedent Paul Barringer had treated his children equally and treated Plaintiff Hampton Luzak and Merrill Light equally in relation to CFRC. The purported transfer of voting control stock of CFRC to Merrill Light in September 2012 was an unnatural disposition of Decedent Paul Barringer's assets.

122. The purported transfer of the voting control shares of CFRC exclusively to Merrill Light on September 11, 2012 constituted a change from Decedent Paul Barringer's prior pattern of distributing company stock. The transfer also constituted a change from prior arrangements for the ultimate disposition of the voting control shares.

FOR A FIRST CAUSE OF ACTION
(Intentional Interference with Inherency and Gifts)

123. Plaintiff Hampton Luzak re-alleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

ROA 000767

ROA 000768

124. Mrs. Barringer was in a confidential as well as a fiduciary relationship with Decedent Paul Barringer. As of the spring of 2012, Mrs. Barringer and Decedent Paul Barringer had been married for more than 50 years. Decedent Paul Barringer reposed trust and confidence in her. Moreover, as Decedent Paul Barringer's mental incapacity progressed, he became increasingly dependent on Mrs. Barringer, thus creating a dominant-subservient confidential relationship between them. In addition, Mrs. Barringer served as Decedent Paul Barringer's agent under a power of attorney.

125. In her deposition of March 14, 2019, Mrs. Barringer testified under oath that she was the only person who could influence Decedent Paul Barringer.

126. In that deposition, Mrs. Barringer testified under oath that she and Decedent Paul Barringer had discussed the removal of Kevin Luzak as president and CEO of CFRC before the June 28 board meeting and had agreed to remove him.

127. In that deposition, Mrs. Barringer testified under oath that she attended the June 28, 2012 board meeting "to correct him in any manner" and "to hear how he was doing" in the meeting and "maybe to indicate to him something he should say that he may have forgotten."

128. In that deposition, Mrs. Barringer displayed her animus towards Plaintiff Hampton Luzak and her husband Kevin Luzak --- e.g., by stating under oath that Plaintiff Hampton Luzak had married the wrong man and that Plaintiff Hampton Luzak was greedy, an agitator, irresponsible, and a coward.

129. In that deposition, Mrs. Barringer testified under oath that she had more respect for her daughter Merrill Light in 2012 than for Plaintiff Hampton Luzak and that she lost respect for, and was angry with, Plaintiff.

ROA 000768

ROA 000769

130. Plaintiff Hampton Luzak had an expectancy under the estate plan of Decedent Paul Barringer – i.e., to inherit an equal share, with her siblings, of Decedent Paul Barringer’s stock in CFRC, including his voting shares, and possibly other assets. Merrill Barringer intentionally interfered with that expectancy through her tortious conduct that included participating in the ouster of Kevin Luzak as president and CEO of CFRC, influencing Decedent Paul Barringer to give his stock to Merrill Light, and helping keep secret that stock transfer from Plaintiff Hampton Luzak.

131. On information and belief, Merrill Barringer also attended estate planning meetings among Decedent Paul Barringer, Merrill Light’s attorney, and Decedent Paul Barringer’s insurance agent and estate planning advisor, Robert Slane. But for Merrill Barringer’s intentional interference with Plaintiff Hampton Luzak’s expected inheritance or trust distributions, and/or gifts, Plaintiff Hampton Luzak would have received at least an equal share of Decedent Paul Barringer’s CFRC voting stock, as well as other assets of Decedent Paul Barringer’s estate.

132. But for Merrill Barringer’s intentional interference, aided and abetted by Merrill Light and Randy Light, with the gifts Decedent Paul Barringer planned and designated for Plaintiff Hampton Luzak, Plaintiff Hampton Luzak would have received such gifts from Decedent Paul Barringer upon his death, including an equal share of Decedent Paul Barringer’s CFRC voting stock that was purportedly transferred to Merrill Light during Decedent Paul Barringer’s lifetime. Consequently, Plaintiff Hampton Luzak has been damaged by Defendant Merrill Barringer’s tortious conduct in that she has been denied the gifts Decedent Paul Barringer established for Plaintiff Hampton Luzak, to which she was entitled.

ROA 000769

ROA 000770

133. As a result of Merrill Barringer's intentional interference, aided and abetted by Merrill and Randy Light, with Plaintiff Hampton Luzak's inheritance and gifts, Plaintiff Hampton Luzak is entitled to a judgment against Defendant Merrill Barringer for actual damages, punitive damages, and attorney fees.

FOR A SECOND CAUSE OF ACTION
(CONSTRUCTIVE TRUST AND INJUNCTION)

134. Plaintiff Hampton Luzak re-alleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

135. Decedent Paul Barringer intended, until his lack of capacity and the undue influence and tortious interference practiced on him, as described above, to treat his daughters equally with respect to the CFRC voting stock, as well as his other assets. This intention can be evidenced, inter alia, by family gatherings; the stock purchase agreement discussed above at paragraph 15; the Barringer Family Voting Agreement discussed above at paragraph 16; the irrevocable Paul B. Barringer, II Family Trust discussed above at paragraphs 18 and 21; the issuance by CFRC on October 3, 2004 to both Merrill Light and Plaintiff Hampton Luzak 6,428,058 shares each of non-voting stock in CFRC as part of the Restructuring as discussed above at paragraphs 13-19; the issuance by CFRC, also on or about October 3, 2004, at Decedent Paul Barringer's direction, of approximately 31% of the voting shares in CFRC to Merrill Light, consisting of 59,521 shares, and an equal 31%, consisting of 59,521 shares, to Plaintiff Hampton Luzak, with Decedent Paul Barringer retaining approximately 20% of the CFRC voting stock consisting of 38,272 shares, as discussed above at paragraph 20; and the execution of an Agreement Regarding Right to Purchase Shares of CFRC on February 1, 2010, wherein the Barringer children agreed to keep the proportionate ownership of the CFRC stock equal between Plaintiff Hampton Luzak and Merrill Light by providing that CFRC has the right to purchase any

ROA 000770

ROA 000771

shares that are offered for sale by, purchased, or otherwise acquired from, another CFRC shareholder (CFRC was also a party to the 2010 Shareholders Agreement, but Paul Barringer was not a party), as discussed above at paragraph 23.

136. Decedent Paul Barringer reposed trust and confidence in his wife, Mrs. Barringer.

137. Upon information and belief, Mrs. Barringer made an express or implied promise not to exercise her testamentary power of appointment in a manner that would direct the subject property in a manner other than set forth in the default provisions of Decedent Paul Barringer's estate plan. Upon information and belief, other proof, in addition to that described in paragraph 136 above, could be discerned from a review of Mrs. Barringer's estate planning documents, which she has refused to produce in the case of Hampton B. Luzak v. Merrill B. Light, et al, Case No. 2016-CP-07-1919 (S.C. Com.Pl.).

138. Upon information and belief, Decedent Paul Barringer relied on Mrs. Barringer's express or implied promise not to exercise the testamentary power of appointment given her.

139. Upon information and belief, Mrs. Barringer has failed to abide by her promise and/or the trust reposed in her by executing or intending to execute a will that would exercise the testamentary power of appointment given to her in a manner that would not treat the daughters equally.

140. Consequently, Plaintiff Hampton Luzak is entitled to an order from this Court directing Defendant Merrill U. Barringer to comply with her promise and the trust reposed in her not to exercise the testamentary power of appointment given her and to impose a constructive trust for the benefit of Plaintiff Hampton Luzak in the subject property with respect to the intended equal treatment of Plaintiff Hampton Luzak.

ROA 000771

ROA 000772

FOR A THIRD CAUSE OF ACTION
(ENFORCEMENT OF CONTRACT NOT TO REVOKE AND INJUNCTION)

141. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

142. Upon information and belief, Decedent Paul Barringer and Mrs. Barringer entered into a binding contract not to revoke their estate plans. Upon information and belief, other proof could be discerned from a review of Mrs. Barringer's estate planning documents, which she has refused to produce in the case of Hampton B. Luzak v. Merrill B. Light, et al, Case No. 2016-CP-07-1919 (S.C. Com.Pl.). This contract not to revoke applied to the estate plans in place until his lack of capacity and the undue influence and tortious interference practiced on him, as described above.

143. Consequently, Plaintiff Hampton Luzak is entitled to an order from this Court directing Defendant Merrill U. Barringer to comply with the contract not to revoke her will.

FOR A FOURTH CAUSE OF ACTION
(Attorney Fees and Costs)

144. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

145. Because of the actions of Defendant Merrill U. Barringer, Plaintiff Hampton Luzak has been forced to obtain the services of an attorney and others to respond to the actions of Defendant Merrill U. Barringer.

146. Consequently, Plaintiff Hampton Luzak is entitled to an order from this Court commanding Defendant Merrill U. Barringer to pay for the costs and attorney fees she has incurred, and the Estate of Paul Barringer has incurred, due to the actions of Defendant Merrill U. Barringer.

ROA 000772

ROA 000773

FOR A FIFTH CAUSE OF ACTION
(Civil Conspiracy)

147. Plaintiff Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

148. Defendant Merrill U. Barringer, and upon information and belief Merrill Light, Randy Light, Robert Slane and various agents or representatives of CFRC, including but not limited to Travis Bryant, conspired among themselves for the purpose of injuring Plaintiff Hampton Luzak.

149. As a direct and proximate result of the actions and conduct of Mrs. Barringer as well as her co-conspirators, Plaintiff Hampton Luzak, directly or indirectly, suffered special damages as set forth herein, including, but not limited to, the loss of the expected inheritance and gifts from Decedent Paul Barringer as desired by Decedent Paul Barringer as well as the potential loss of CFRC or parts thereof as a family business. Plaintiff Hampton Luzak would show that as a result of Mrs. Barringer's actions leading to the ostensible control of CFRC by Merrill Light, CFRC has made plans to sell, and has sold, integral portions of the business. Plaintiff Hampton Luzak received a letter to stockholders from Travis Bryant dated July 14, 2016 informing her that CFRC had sold three of its manufacturing facilities in a transaction that closed on June 24, 2016. Selling lumber-related portions of CFRC was antithetical to the wishes and desires of Decedent Paul Barringer and not in the best interests of the Barringer family. Because of the actions of Mrs. Barringer, with the aid of her co-conspirators, resulting in Merrill Light purportedly seizing the controlling CFRC voting stock, Plaintiff Hampton Luzak will be unable to continue participating in the Barringer family business and will be unable to enjoy the lifetime benefits of having one's own business for her family, including her husband and son, to work in.

ROA 000773

ROA 000774

150. Plaintiff Hampton Luzak is informed and believes she is entitled to recover compensation from Mrs. Barringer for her actual damages and losses, and she is entitled to recover punitive damages in an amount to be determined by a jury.

WHEREFORE, Plaintiff Hampton Luzak prays that she be granted judgment against Merrill U. Barringer individually for the first through fifth causes of action, including but not limited to, the following:

- A. For actual and punitive damages, costs and attorney fees against Merrill U. Barringer for intentional interference with Plaintiff Hampton Luzak's inheritance and gifts, and civil conspiracy;
- B. For a constructive trust in favor of Plaintiff Hampton Luzak to be imposed on the property subject to the testamentary power of appointment given to Defendant Merrill U. Barringer and for an injunction prohibiting Defendant Merrill U. Barringer from exercising that testamentary power of appointment.
- C. For an order from this Court directing Defendant Merrill U. Barringer to comply with the contract not to revoke her will.
- D. For prejudgment interest;
- E. For attorney fees and costs; and
- F. For such other relief as the Court deems just and proper.

PLAINTIFF DEMANDS TRIAL BY JURY.

Respectfully submitted,

THE GILREATH LAW FIRM, P.A.

By: s/ JAMES R. GILREATH.
James R. Gilreath (S.C. Bar # 2133)
William M. Hogan (S.C. Bar # 65272)
110 Lavinia Avenue (29601)

ROA 000774

ROA 000775

P. O. Box 2147
Greenville, South Carolina 29202
Phone: (864) 242-4727
Fax: (864) 232-4395
jim@gilreathlaw.com
bhogan@gilreathlaw.com

and

S. Alan Medlin (S.C. Bar No. 3924)
1713 Phelps Street
Columbia, SC 29205
Telephone: (803) 777-7465
Fax: (803) 777-7465
amedlin@sc.rr.com

and

Charles B. Macloskie (S.C. Bar No. 3514)
MACLOSKIE LAW FIRM
P.O. Box 280
1506 Prince Street
Beaufort, SC 29901
Telephone: (843) 524-0909
Fax: (843) 521-1379
macloskielawfirm@hargray.com

**ATTORNEYS FOR PLAINTIFF
HAMPTON BARRINGER LUZAK**

May 28, 2019
Greenville, South Carolina.

ROA 000775

ROA 000776

Exhibit 1

Paul B. Barringer Durable Power of Attorney
dated 12/15/2011

ROA 000776

BEAUFORT COUNTY SC - ROD
BK 03141 PGS 3168-3177
FILE NUM 2012025941
05/11/2012 10:54:00 ROA#000777
REC'D BY R WEBB RCPT# 676295
RECORDING FEES 21.00

ELECTRONICALLY FILED - 2019 May 28 7:37 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

**Durable Power of Attorney
by
Paul B. Barringer, II**

(Effective Immediately)

John M. Jolley, Esquire
McNair Law Firm, P.A.
23-B Shelter Cove Lane
Hilton Head Island, South Carolina 29928

HILTONHEAD 755004v1 049819-00003

ROA 000777

10
2/17/12
McNair
8802

ROA 000778

GENERAL DURABLE POWER OF ATTORNEY
Given By Paul B. Barringer, II, As Principal

KNOW ALL MEN BY THESE PRESENTS, that I, **Paul B. Barringer, II**, (hereinafter sometimes referred to as the "Principal") of Hilton Head Island, Beaufort County, South Carolina, do hereby constitute and appoint **Merrill U. Barringer** (hereinafter referred to as "Agent") of Hilton Head Island, South Carolina, as true and lawful attorney for me and in my name, place and stead to exercise the powers set forth below. In addition, I have this day also appointed **Merrill B. Light** of Hilton Head Island, South Carolina, to serve as Alternate Agent but without authority to exercise any of the powers set forth below except that if my Agent shall be unable or unwilling to serve or to continue to serve as such Agent, then my Alternate Agent shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Agent. The term "Agent" shall thereupon refer to my Alternate Agent named herein. My Alternate Agent may execute and deliver an affidavit that my Agent is unwilling or unable to serve or to continue to serve and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein. In such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

I. **ASSET POWERS**

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

A. **Power to Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

B. **Power to Buy.** To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate.

C. **Power to Invest.** To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds,

HILTONHEAD 755004v1 049819-00003

ROA 000778

ROA 000779

securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent.

D. Power to Manage Real and Personal Property. With respect to real and personal property; to lease, and release; to recover possession of by all lawful means; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other real and personal property; to mortgage and/or grant security interests in any real and personal property or intangibles now or hereafter owned by me.

E. Power to Exercise Rights in Securities. To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts), including IRA accounts.

F. Power to Demand and Receive. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of all of my property and causes of action that I may have, as my Agent deems appropriate.

G. Power with Respect to Bank Accounts. To establish accounts of all kinds, including checking, money market, savings, and IRA accounts for me with financial institutions of any kind, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts.

H. Power with Respect to Safe-Deposit Boxes. To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

I. Power with Respect to Legal and Other Actions. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

J. Power with Respect to Insurance. To purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my

- 2 -

HILTONHEAD 755004v1 049819-00003

ROA 000779

ROA 000780

Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder.

K. Power with Respect to Taxes. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 2006 and 2036 and for any years, which are still open for audit; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; and to exercise any elections I may have under federal, state or local tax law.

L. Power to Make Gifts. To make gifts or other transfers without consideration either outright or in trust, (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift. PROVIDED, however, that my Agent shall not make any gifts constituting a future interest within the meaning of Section 2503(b) of the Internal Revenue Code and shall not make gifts in excess of \$13,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year to any one person unless my spouse has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code and in that event such gift shall not exceed \$26,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year. PROVIDED further however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall be limited to the lesser of i) the amount set forth above or ii) an amount (in total for each calendar year) equal to the greater of Five Thousand (\$5,000.00) Dollars or Five (5%) percent of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.

M. Power to Fund Trusts Created by the Principal. To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

N. Power to Withdraw from Trusts Created by the Principal for Expenses and Gifting. To withdraw from any revocable trust created by me for the purpose of funding my on-going living expenses, gifts to be made by me or in my name, or fulfill other purposes delegated

- 3 -

HILTONHEAD 755004v1 049819-00003

ROA 000780

ROA 000781

to the Agent pursuant to the terms of this Power of Attorney.

It is my intent that this document shall grant to my Agent the full authority to perform any act or provide any service that I could do in my own right.

II. CARE AND CONTROL OF THE PRINCIPAL

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

A. **Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment.

B. **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

C. **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45CFR 164.502(g)(2)) for all purposes relating to my "protected health information." I do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past, or are currently providing, the undersigned with any type of medical, mental or other types of health care, to disclose to my HIPAA personal representative and any other successor HIPAA personal representative all of my health care information and all "protected health information" for the purpose of determining my capacity as defined in any such powers of attorney, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

- 4 -

HILTONHEAD 755004v1 049819-00003

ROA 000781

ROA 000782

III. INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation, i) to take any appropriate court action; ii) to employ, compensate and discharge such domestic, medical and professional personnel; iii) to execute and deliver any and all documents; iv) to borrow funds in my name and on my behalf for the purposes of this document; v) to supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part; and vi) to do all miscellaneous acts necessary and appropriate, including the right to open and redirect my mail, to take or deny custody of all of my important documents, and to obtain and release or deny information or records of all kinds relating to me.

IV. THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that i) third parties may rely upon the continued existence of this document until actual notice of its termination is given; ii) the powers conferred on my Agent by this instrument may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf; iii) no Person who acts in reliance upon any representations my Agent may make shall incur any liability to me for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property; and iv) all parties are authorized to release any information to my Agent without limitation and are released from any legal liability whatsoever to me for complying with my Agent's requests.

- 5 -

HILTONHEAD 755004v1 049819-00003

ROA 000782

ROA 000783

V. **RESTRICTIONS ON POWERS**

Prohibition on Power to Benefit Agent. Notwithstanding any provision herein to the contrary, my Agent shall be prohibited (except both as specifically authorized in this instrument and as the Principal has previously supported the Agent) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass directly or indirectly to my Agent or his or her estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

VI. **DURABILITY PROVISION**

Durability. This power of attorney shall not be affected by physical disability or mental incompetence of the Principal, which shall render the Principal incapable of managing the Principal's own estate. All acts done by the Agent pursuant to the power during the period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the Principal or the Principal's heirs, devisees, legatees, and personal representatives as if the Principal were mentally competent and not disabled.

VII. **ADMINISTRATIVE PROVISIONS**

The following provisions shall apply:

A. **Reimbursement of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

B. **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate my Agent to serve as my guardian, conservator and/or in any similar representative capacity.

C. **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any

- 6 -

HILTONHEAD 755004v1 049819-00003

ROA 000783

ROA 000784

actions need be taken under this instrument.

D. **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

E. **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the State of South Carolina in all respects.

F. **Revocation, Removal, Amendment and Resignation.** This instrument may be amended or revoked by me. My Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my Agent.

G. **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

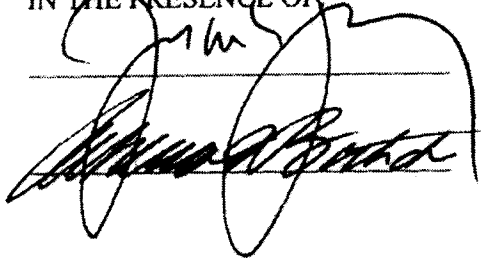
H. **Bond and Accounting.** I direct that no court be authorized to require a bond, accounting or inventory.

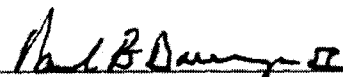
ROA 000784

ROA 000785

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of
December, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



 (L.S.)
Paul B. Barringer, II

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT
under SC Code 30-5-30(C)

I, Rebecca L. Bostick, do hereby certify that Paul B. Barringer, II personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of December, 2011.

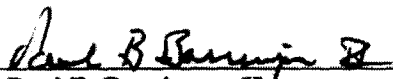
 (SEAL)
Notary Public for South Carolina
My Commission Expires: 05/20/2020

ROA 000785

ROA 000786

Attestation Page For General Durable Power of
Attorney of Paul B. Barringer, II

I, **Paul B. Barringer, II**, the Principal, sign my name to this instrument this 15th day of December, 2011, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


 Paul B. Barringer, II

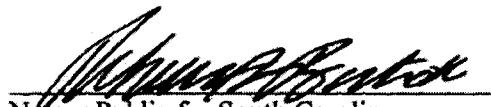
We, John M. Jolley and Rebecca L. Bostick, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally, and to the undersigned authority, that the Principal signs and executes this instrument as the Principal's Power of Attorney and that the Principal signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Principal and in the presence of each other, hereby sign this Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Witness

Witness

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

Subscribed, sworn to and acknowledged before me by **Paul B. Barringer, II**, the Principal and subscribed and sworn to before me by John M. Jolley, witness, this 15th day of December, 2011.


 Notary Public for South Carolina
 My Commission Expires: 05/20/2020
 (NOTARY SEAL)

- 9 -

HILTONHEAD 755004v1 049819-00003

ROA 000786

ROA 000787

Exhibit 2

Paul Barringer Privilege Log

ROA 000787

FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PAUL BARRINGER PRIVILEGE LOG

October 15, 2015

Doc ID Start	Doc ID End	Sender/Author	Recipients	Date	Subject	Privilege
PBARRINGER-000048		John Jolley, Esq.		1/30/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000049	PBARRINGER-000050	John Jolley, Esq.	Robert Slane	2/15/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000051	PBARRINGER-000052	John Jolley, Esq.	Robert Slane cc: Becki Bostick	2/15/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000053	PBARRINGER-000054	John Jolley, Esq.		2/23/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000055	PBARRINGER-000056	John Jolley, Esq.	Robert Slane cc: Becki Bostick	2/22/2012	Email string re Paul Barringer Trust	Attorney-Client
PBARRINGER-000057		John Jolley, Esq.	Paul B. Barringer, II Merrill U. Barringer	2/21/2012	Letter to Mr. and Mrs. Barringer re Paul Barringer Trust and Merrill U. Barringer Will	Attorney-Client
PBARRINGER-000058	PBARRINGER-000087			2/28/2012	Paul B. Barringer First Amendment and Restatement of Revocable Trust Agreement	Attorney-Client
PBARRINGER-000088	PBARRINGER-000089	John Jolley, Esq.	Robert Slane	3/12/2012	Email string re Paul Barringer Restated Trust 2012	Attorney-Client
PBARRINGER-000090	PBARRINGER-000095	John Jolley, Esq.	Paul B. Barringer, II	3/26/2012	Letter and bill for services rendered re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000096		John Jolley, Esq.	Robert Slane	3/27/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000098	PBARRINGER-000099	John Jolley, Esq.		4/9/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000100	PBARRINGER-000101	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/9/2012	Draft memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000102		John Jolley, Esq.		Undated	John Jolley, Esq. notes on Paul Barringer's July 2011 Financial Statement	Attorney-Client
PBARRINGER-000103	PBARRINGER-000104	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/9/2012	Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000105	PBARRINGER-000106	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/9/2012	John Jolley, Esq. copy of Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts with Mr. Jolley's Notes	Attorney-Client
PBARRINGER-000107		John Jolley, Esq.		Undated	John Jolley, Esq. notes on Paul Barringer's July 2011 Financial Statement	Attorney-Client
PBARRINGER-000108	PBARRINGER-000110	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/11/2012	Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000112		Robert Slane	John Jolley, Esq.	4/18/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000113		John Jolley, Esq.		5/1/2014	Notes re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000114	PBARRINGER-000115	John Jolley, Esq.	Paul B. Barringer, II Merrill U. Barringer	5/17/2012	Letter to Mr. and Mrs. Barringer re estate planning	Attorney-Client
PBARRINGER-000116	PBARRINGER-000144			7/20/2012	Second Amendment and Restatement of Paul Barringer Revocable Trust Agreement	Attorney-Client
PBARRINGER-000145		John Jolley, Esq.		6/12/2014	Notes re Paul Barringer estate planning	Attorney-Client

MUZAN V. LUKAS, ET AL
CASE NO. 1:15-CV-501-AJT-IDD
FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PAUL BARRINGER PRIVILEGE LOG
October 15, 2015

Doc ID Start	Doc ID End	Sender/Author	Recipients	Date	Subject	Privilege
PBARRINGER-000146		John Jolley, Esq.	Paul B. Barringer, II	1/10/2013	Email re Paul Barringer estate planning	Attorney-Client

ROA 000789

ROA 000789

ROA 000790

Exhibit 3

CFRC Stock Register

ROA 000790

EXHIBIT A

ROA 000791

Coastal Forest Resources Company - Stock Register as of February 30, 2014					
Issue Date	Class	Stock #	Shareholder Name	# Shares	
10/3/2004	Voting	1	Paul B Barringer		Transferred 5/7/12 Cert. #13 38,272 sh.
10/3/2004	Voting	2	Merrill B. Light	59,521	
10/3/2004	Voting	3	Hampton B. Luzak		Transferred Cert #11 59,521 sh.
10/3/2004	Voting	4	Stephen H. Conger, Jr.		Cancelled 4/29/10 27,621 sh. (redeemed)
10/3/2004	Voting	5	Robert C.L. Conger	19,901	
10/3/2004	Voting	6	Robert C.L. Conger as Trustee u/a/w Stephen H. Conger, Jr., dtd 12/22/94 bfo Stephen H. Conger, III	3,929	
10/3/2004	Voting	7	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Geoffrey A. Hardee	1,519	
10/3/2004	Voting	8	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Robert C.L. Conger, Jr.	2,701	
10/3/2004	Voting	9	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Lewis F. Conger	2,701	
10/3/2004	Voting	10	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Mary Sue Conger	2,701	
12/31/2008	Voting	11	Anne Hampton Barringer Luzak and Guardian Trust Company, FSB, Trustees of the AHBL 2008		Transferred to Cert. #12 59,521 sh.
			Irrevocable Trust B U/A dated December 17 2008		
10/28/2009	Voting	12	Anne Hampton-Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008		
			Irrevocable Trust B U/A dated December 17 2008	59,521	From Cert. #11 59,521 sh.
5/7/2012	Voting	13	Paul B. Barringer, Trustee of the Paul B. Barringer Irrevocable Trust U/A Dated December 4, 1998		From Cert. # 1 - Cancelled 5/11/12 38,272 sh
5/11/2012	Voting	14	Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust U/A Dated December 4, 1998		From Cert. # 13; - Cancelled 38,272 sh to Cert's 15 & 16
9/11/2012	Voting	15	Paul B. Barringer, II, Trustee of the Paul B. Barringer Revocable Trust dated 12/4/1988	1	From Cert #14
9/11/2012	Voting	16	Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust dated 2/21/2008	38,271	From Cert. # 14
12/1/2013	Voting	17	J. Travis Bryant	1	
			TOTAL SHARES ISSUED	190767	

CFRC 000628
CONFIDENTIAL

ROA 000791

ROA 000792

Exhibit 4

June 28, 2012 Board Minutes

ROA 000792

ROA 000793

COASTAL FOREST RESOURCES COMPANY

BOARD OF DIRECTORS MEETING MINUTES

JUNE 28, 2012

A special meeting of the Board of Directors ("Board") of Coastal Forest Resources Company ("CFRC") was held on June 28, 2012 pursuant to notice duly delivered to the members of the Board as required by the Bylaws of CFRC. Paul B. Barringer, II, Kevin M. Luzak, Merrill Light and Michael B. Hagler, all of CFRC's directors, were in attendance, as was Bradley J. Herring, the company's counsel, and Samuel W. Johnson, Mr. Herring's law partner; Merrill Barringer joined the meeting while in process. All attendees participated telephonically.

The meeting was called to order at 3:30 p.m. Eastern Standard Time, and Kevin Luzak opened the meeting by endeavoring to discuss the timeline of events which ultimately led to Paul Barringer's attempt to dismiss Mr. Luzak from his position as President and CEO of CFRC. He indicated that he and Mr. Barringer initially met on June 19 to discuss various issues, and Mr. Barringer's two main concerns related to, first, Mr. Barringer's position that he and Mrs. Light had been thrown out of the most recent meeting of the Board which had been held in Charleston, South Carolina, and second, that slides containing various information which was to have been discussed with the Board had been withheld by Mr. Luzak and Mr. Barringer believed that Mr. Luzak had failed to keep him informed of his activities as President and CEO. At the meeting on June 19, Mr. Barringer told Mr. Luzak that he was dismissing him from his position as President and CEO.

Mr. Luzak responded that Mr. Barringer and Ms. Light were not thrown out of the preceding Board meeting, at which point Mr. Barringer indicated that the current meeting had been called for the purpose of hiring an independent third party to investigate the alleged activities of Kevin Luzak in his capacity as President and CEO of CFRC leading to the effort to terminate his employment and that he was not in favor of taking such action.

Mr. Luzak indicated that he did not believe the Board could act appropriately in dismissing him without proper information, and he vehemently disagreed with Mr. Barringer's allegations against him. He noted that the Board has a fiduciary duty to the shareholders to determine what happened and to base its decision on those actual events.

Mr. Barringer again indicated he was not interested in an independent investigation, and further noted that Mr. Luzak had requested a \$1,000,000.00 check, which Mr. Luzak denied. Mr. Luzak noted that at the prior Board meeting, he had requested an independent compensation consultant to determine the fair level of compensation to him.

ROA 000793

ROA 000794

Mr. Hagler indicated that he needed information related to the allegations in order to make a decision regarding Mr. Luzak's position with CFRC, and at this point did not know anything about the allegations.

At this point, Mr. Barringer indicated that one of the main reasons Mr. Luzak needed to be dismissed was due to his greed. He continued that Mr. Luzak was the greediest person he knew.

Mr. Luzak then made a motion to retain an independent qualified third party to investigate the allegations related to his alleged activities. Mr. Hagler seconded the motion. Mr. Luzak and Mr. Hagler voted for the motion, and Mr. Barringer and Mrs. Light voted against it, so the motion failed.

Mr. Barringer next made a compound motion to remove Mr. Luzak from all offices with CFRC effective immediately and to appoint himself as President and CEO of CFRC. At this point, Mr. Herring pointed out that due to conflicts of interest concerns, it was his opinion that Mr. Barringer and Mr. Luzak would not be disinterested directors in connection with the vote on this motion. Mr. Barringer then withdrew the compound motion and made a single motion that Mr. Luzak be removed from all offices effective immediately, and Mrs. Light seconded the motion. Mr. Barringer and Mrs. Light voted for the motion and, Mr. Luzak and Mr. Hagler voted against the motion. Mr. Herring noted that he believed Mr. Luzak's voting against his own removal from office was a conflict of interest and therefore he was not a disinterested director. Therefore, the motion carried by a vote of the majority of the disinterested directors on a 2 to 1 basis. Mr. Luzak noted for the record that he disagreed with Mr. Herring's position that his vote against his removal constituted a conflict of interest.

Mr. Barringer next made a single motion that he be appointed President and CEO of CFRC, and Mrs. Light seconded the motion. Mr. Barringer and Mrs. Light voted for the motion, and Mr. Luzak and Mr. Hagler voted against the motion. Mr. Herring noted that Mr. Barringer also had a conflict of interest in voting for himself as President and CEO, and that, in any event, the motion did not obtain the affirmative vote of a majority of the directors; therefore, the motion did not pass. Mr. Herring noted that the result is that the office of President and CEO of the CFRC remains vacant.

Mr. Barringer next made a motion to adjourn the meeting, which motion was seconded by Mrs. Light. Mr. Barringer and Mrs. Light voted for the motion, and Mr. Luzak and Mr. Hagler voted against the motion, so it did not pass, and the meeting continued.

Mr. Hagler noted that he was concerned that Mr. Barringer sounded confused during the course of the meeting and was concerned about Mr. Barringer's understanding of the facts. Mr. Hagler asked Mr. Barringer to reconsider the independent third party to look into Mr. Barringer's allegations. Mr. Barringer then made a second motion to adjourn the meeting which was seconded by Mrs. Light, and Mr. Barringer, Mr. Luzak and Mrs. Light voted in favor of the

ROA 000794

ROA 000795

motion. Mr. Hagler voted against the motion and it passed by a 3-1 vote. The meeting was then adjourned at 4:10 p.m. Eastern Standard Time.

Respectfully submitted,

Bradley J. Herring
Corporate Counsel

ROA 000795

ROA 000796

Exhibit 5

Hagler letter June 28, 2012

ROA 000796

June 28, 2012

EMAIL: bjherring@poynerspruill.com

Mr. Bradley J. Herring

Poyner & Spruill LLP

130 South Franklin Street

Rocky Mount, North Carolina 27804-5707

RE: June 28, 2012 CFRC Board Meeting

Dear Brad:

I write this letter as the sole independent member of the board of directors of Coastal Forest Resources Company. I am not acting in any capacity as legal counsel for any board member, myself, the company, or any shareholder. As we discussed on the phone after the meeting, I must raise the following issues:

1. I do not believe the motion to remove Kevin as president and CEO of the company passed. I am not familiar with Virginia law. I have not reviewed the by-laws. However, if Kevin cannot vote on a motion terminating Kevin, and if Paul cannot vote on a motion hiring Paul, then how can either of them vote on either motion when, prior to either motion being made, Paul made a compound motion to fire Kevin and hire Paul. That compound motion made the board aware one of Paul's goals in firing Kevin was to get Kevin's job. If that were the case, then certainly both votes cause both interested directors to be in a conflict position. Therefore both votes failed with a one/one tie between Merrill and me. As director, I believe Kevin remains the CEO and president of the company.

2. I mean no disrespect to Paul, but as I discussed in the meeting, I am concerned about Paul's mental state. If Paul is voting and acting based on facts that exist in his mind but nowhere else, is his vote valid? Can the directors and the company act when a fellow director appears to be confused? On more than one occasion during the meeting, Paul actually cast his vote in the opposite way he meant to cast the vote until he was corrected and coached by whoever was in the room with him. The remaining board members and the company's attorneys heard Paul being coached in the background. And, to further complicate matters; if Merrill for some unknown reason was coaching Paul, is she conflicted out?

3. I remain concerned about the complete lack of any investigation into Paul's confusing allegations, and what I, as a director, should do or not do under these circumstances. Is it proper for Coastal Forest Resources Company corporate counsel to provide me with an opinion that I am entitled to have the company retain legal advice of my choosing to help me understand my duties as director under these unfortunate circumstances?

I repeat, I believe Kevin remains chief executive officer and president of the company until the shareholders have a meeting, successfully elect a new board, and that new board, if it so wishes, changes officers. I am curious, who has the authority to call the new board meeting if there is no CEO or president?

Very truly yours,

Michael B. Hagler

ROA 000797

MBH:cr

ROA 000798

Exhibit 6

Herring letter June 29, 2012

ROA 000798

ROA 000799

Poyner Spruill^{LLP}

June 29, 2012

Bradley J. Herring
Partner
D: 252.972.7081
F: 252.972.7045
bherring@poynerspruill.com

Michael B. Hagler, Esq.
Fulcher Hagler LLP
Post Office Box 1477
Augusta, GA 30903-1477

RE: CFRC Board Meeting

Dear Mike:

Thank you for your letter dated June 28, 2012. I wanted to respond to the points which you have raised as follows:

1. The issue regarding the conflict of interest was a difficult one, which I and several of my partners reviewed at length over the last several days and have reconsidered in light of the events of yesterday and the points you raised in your letter. We found no case law which provided any guidance directly related to the issue of conflicts of interest in the context of a director voting for or against removal of himself as an officer of a corporation, but the director clearly has a financial interest in the outcome of that decision. Our opinion that a conflict existed was a considered opinion and certainly not a snap judgment made during the course of the meeting. The fact that it became obvious that if the motion to remove Kevin passed, Paul would then make a subsequent motion to have himself appointed as President and CEO does not change our opinion. We do not believe that the fact that Paul voted in favor of Kevin's removal in and of itself constitutes a conflict of interest simply because the passing of such motion would lead to a second motion in which Paul would have a conflict.

2. Your concern related to Paul's mental state and confusion is something that needs to be ultimately considered by the courts. I have not checked in the South Carolina statutes, but in North Carolina, any individual or corporation can have another individual declared incompetent, but it obviously involves a court proceeding. In the event you believe that in your role as a director this is something you should pursue, then I believe you are clearly within your right to do so.

3. Finally, with respect to CFRC retaining legal advice on your behalf, I do not see anything in the Bylaws which provides for reimbursement of legal expenses in the context of your fulfilling fiduciary duties or performing other actions which you might be taking as a director. Likewise, I am unable to find anything in the Virginia statutes authorizing or requiring a corporation to retain legal counsel for directors. There are provisions for reimbursement of expenses of a director who is a party to a proceeding involving the director's potential liability in his capacity as a director, which is different from the current situation. I understand that Merrill has obtained separate counsel to advise her, and if CFRC has agreed to reimburse her for those expenses, I believe it, however, would be appropriate for CFRC to reimburse you and any other director who desires to retain separate counsel. That would be something CFRC would have to voluntarily agree to do.

With all due respect, I disagree with your conclusion that Paul was conflicted in voting for Kevin's removal. I recognize the possibility that my position may be incorrect, and I told Kevin of my position on conflicts of interest prior to the meeting and have also discussed it with him this morning, and in both

ROA 000799

ROA 000800
Poyner Spruill^{LLP}

Michael B. Hagler, Esq.
June 29, 2012
Page 2

instances indicated that the issue ultimately could be determined in a court proceeding if he or any other director were so inclined.

Also, with respect to calling a new board meeting, you have raised an interesting question in that the Bylaws indicate a board meeting shall be held upon the call of the President. If there is no President, it follows that a special meeting cannot be called, unless all directors consent, or unless a vice-president is authorized to act on behalf of the president if that office is vacant (which is not addressed in the bylaws or statutes). As a practical matter, it would appear that if a meeting of the board were held and further action was proposed relating to Kevin's removal (or reinstatement) by Paul, the results would be the same.

I welcome and appreciate your input on these issues.

Very truly yours,



Bradley J. Herring
Partner

BJH:nmm

ROA 000800

ROA 000801

Exhibit 7

Hagler e-mail July 1, 2012

ROA 000801

ROA 000802

From: Kevin Luzak kluzak@cfrc.co
Subject: Fwd: 120701 CFRC board issue - Paul
Date: July 1, 2012 at 2:59 PM
To: Hampton Luzak hamptonluzak@ma.com

Kevin Luzak

Begin forwarded message:

From: <MHagler@fulcherlaw.com>
Date: July 1, 2012 2:25:38 PM EDT
To: <merrillig@aol.com>
Cc: <kluzak@cfrc.co>, <BHerring@poynersprull.com>
Subject: 120701 CFRC board issue - Paul

Dear Merrill,

<<120628 Brad - Opinion on Vote.pdf>> <<120629 Brad response.pdf>>

Attached is my letter to Brad objecting to the CFRC board vote and his reply.

Merrill, you might consider this an unwelcome intrusion into an unfortunate family matter, but it has been brought to the company board. I respect both Paul and Kevin and their management of company affairs. You have all three been very kind to me over the years. I simply need more facts.

The person who attended the April board meeting, who called me last Saturday, and who attended the meeting Thursday was not Paul. He is in Paul's body, but he seems to be ill and not thinking or acting rationally. I know you love and respect your father very much, but, if he is ill, following his lead down this possibly destructive path does not protect him. Would you allow him to drive if he were suddenly blind?

The current course of action may harm your father and the company he loves so much. I understand it must be extremely difficult to disagree with your father, but we must act in the company's best interest. And I cannot know how to do that if you do not vote for an investigation. Do you know something about the situation that has not been discussed or disclosed to me? Is there something I do not understand?

From my observations, your father does not seem to be acting rationally. If he is not, allowing him to run the company may have a substantial negative effect on its value. What if he next misunderstands the company's management team and fires them? Or worse, what if they hesitate to contradict your father for fear of retribution and follow some irrational order. Could this harm your future; your children's; your father's?

My choices are limited. I could do nothing. If you vote with your father in the shareholders' meeting, then it may all be for naught anyway. I could try to convince you to change your investigation vote and delay the shareholders' meeting until the investigation is complete. This seems the path of least resistance for the company and the Barringer family. But again, perhaps I am missing something.

I contacted Virginia corporate counsel yesterday to examine my duty and whether I must pursue an injunction requesting a Virginia court rule on the conflict issue, enjoin Kevin's removal, notice your and your father's depositions, require the production of evidence, and rule on your father's capacity to vote his shares.

ROA 000802

Merrill, I urge you to reconsider what is best for your father, your family, and the company.

Michael B. Hagler

One 10th Street, Suite 700 • Augusta, Georgia 30901

P. O. Box 1477 • Augusta, Georgia 30903-1477

Main: (706) 724-0171

Cell: (706)-564-4578

DISCLAIMER: This message and any attachments from the law firm Fulcher Hagler LLP may contain CONFIDENTIAL and legally protected information. If you are not the addressee and an intended recipient, please do not read, copy, use or disclose this communication to others; also, please notify the sender by replying to this message, and then delete it from your system. Thank you.

ROA 000804

Exhibit 8

Hampton Luzak letter July 6, 2012

ROA 000804

ROA 000805

6 July 2012

Mr. Paul B. Barringer, II
14 South Calibogue Cay Rd.
Hilton Head, SC 29928

Mrs. Merrill B. Light
9 Wild Heron Point
Hilton Head, SC 29928

Mr. Michael B. Hagler
Fulcher Hagler LLP
One 10th Street
Augusta, GA 30901

Mr. Kevin M. Luzak
167 East 71st Street
New York, NY 10021

Dear Dad, Merrill, Mike, and Kevin,

I write this letter as a shareholder of Coastal Forest Resources Company ("Coastal") to demand that the board take immediate action to address my father's incapacity due to illness to serve as a Coastal board member or officer, and to remedy the breaches of fiduciary duty which occurred at the June 28, 2012 board meeting. This includes postponing the shareholder's meeting noticed (although deficiently) for July 16, 2012, and taking steps to assure that Coastal has leadership during this period of transition by affirming that Kevin Luzak continues to serve as President and CEO until the board can act on an informed basis to determine whether Coastal's best interests are served by a change.

The past several weeks have been very difficult for my family and, I would imagine, for Coastal. I have been in a nightmare that won't seem to end. I am watching my father's illness progress at a shocking pace, I see my family making terrible decisions with respect to taking care of him, and I see the effect that these misguided decisions are having on Coastal and everyone involved with it. The last thing that I ever wanted to do was write a letter discussing what could and should have been handled as a private family matter. Kevin and I have made every effort to convince my family to confront my father's disease in a way that is best for his health while preserving his dignity and preventing damage to Coastal, but my family appears unable or unwilling to do the right thing here. I am therefore forced to

ROA 000805

ROA 000806

make this formal demand for action and to lay out the facts which can no longer be ignored.

My father has been undergoing treatment for dementia for quite some time. We recently learned in a meeting that I attended with an MUSC neurologist that my father has been diagnosed as suffering from a form of Alzheimer's Disease. I, my mother, and my sister have been aware of his condition for several months.

As a family, we have had every opportunity to address my father's health, and to make the changes that it necessitates in his everyday life, privately. One of these changes is the need to transition him, with all of the dignity and respect that he deserves, out of his role as a fiduciary for the company that he created and built with such success. A man who is suffering from Alzheimer's Disease is not capable of serving as a fiduciary or officer making decisions that impact the lives of hundreds of employees or the financial the position of and shareholders.

We have, as a family, unfortunately found it impossible to come to grips with the reality of his illness. We have not been able to make a decision that is excruciatingly painful but absolutely and clearly necessary – the decision to confront my father with his disease and to focus his attention away from business and toward taking steps to protect his health and wellbeing.

The results of this failure to act promptly and appropriately are becoming vividly clear. My family voted at the June 28 board meeting to fire Kevin on the basis of a combination of delusion, deep confusion, and ridiculous and unfounded challenges to his character. My family voted down a motion that the board obtain an independent third party to investigate these allegations so the board could make responsible decisions on an informed basis. Worse, my family voted in favor of a motion to install my father, who has Alzheimer's Disease, as President and CEO of the company. The shareholders are now being asked to elect a board designed to ensure that my father, despite his condition, is elected to replace Kevin as President and CEO. These actions constitute serious breaches of fiduciary duty that must be remedied immediately.

I cannot allow my family to jeopardize my father's reputation and his stature by putting him in a position to unknowingly cause extraordinary damage to his life's work and to the people and the institutions that are its stakeholders. Moreover, I cannot permit my sister to assume the extraordinary liability that will rest with her and her husband for any damage that occurs as a result of their electing my father as President and CEO with knowledge of his impaired condition. My parents have placed her in an unimaginably difficult position that is simply not fair.

My husband is an honest and honorable man who has been involved with Coastal for more than 18 years. He has been a strong and loyal partner to my father, and has taken greater and greater responsibility over the past eight years, when he has been president and later CEO of the company. My father has thrown out a laundry list of

ROA 000806

ROA 000807

delusional and unfounded accusations, starting with an event that never occurred. He believes that Kevin threw him and Merrill out of the April 22 board meeting, and that one of the meeting attendees threw a book at Merrill. This event NEVER OCCURRED. You directors were in the room; you all know that it did not occur.

He has also apparently believes that Kevin was trying to kick him out and sell or take control of the company. He bases this accusation on a pile of papers that he thinks he "discovered" that outlines the plot. The papers that he discovered had actually been given to Merrill by Kevin, and were copies of pages from presentations made at the February 2012 board meeting, which my father chaired, and a March 2011 executive committee meeting that he attended. He has no recollection whatsoever of either meeting, or of ever having seen any of the materials that he "discovered."

My father also objects to the strategy that Kevin has been pursuing (in a fully transparent manner with knowledge of the board) to diversify the company's operations in an effort to grow the business and to generate larger and less risky cash flow. All of us, including Kevin, are willing to honor this objection and to refocus on core operations if that's what the board wants us to do. However, my father has implied that Kevin was pursuing this strategy behind backs of the board and shareholders, which is absolutely untrue. The presentation that he "uncovered" from the March 2011 and February 2012 meetings were only two among many examples of presentations that Kevin has made to the executives, to the board, and to my family outlining his goals and the manner in which he wanted to achieve them (including detailed budgets). We all knew exactly what he was doing, and my father simply forgot about it.

Lastly, my father recently characterized Kevin as the "greediest person he has ever met." He bases this comment on the allegation that Kevin asked for a check for \$1 million at the last board meeting. This request NEVER OCCURRED. My father was also put off by Kevin's request that an independent compensation committee be formed by the board and that this committee work with an independent compensation advisory firm to evaluate Kevin's compensation. Kevin did in fact make this request, and he was motivated by the desire to put in place a process that would give shareholders confidence that his compensation was independently set and was reasonable. I cannot understand how this proposal can in any way be thought of as "greedy."

Kevin has attempted to deal with my father's accusations in a responsible and respectful way. Several weeks ago, following my father's attempt to terminate him as CEO but prior to the recent board attempt to terminate him as president, Kevin asked that the Company retain an independent, qualified third party to examine my father's allegations. The motive behind this request was very clear – he wanted to give us all a chance to gain the facts, which clearly demonstrate that my father is confused, has a severely deteriorated short-term memory, and is suffering from

ROA 000807

ROA 000808

delusions. Having done so, it was Kevin's hope that everybody would be able to move on to confront and deal with the illness. This request was refused.

I then made the same request, privately, to my sister and my father. My motivation was the same. I wanted to get the facts on the table so that we would all be able to confront them and make the right decisions. I did not receive an answer from either of them. It is not fair to Kevin or Coastal's shareholders to leave these allegations of wrongdoing unaddressed, or to bury the truth of my father's mental impairment when so much is at stake.

Finally, Kevin called a board meeting on June 28 to formally request that the board authorize an independent investigation into my father's allegations. This board meeting was the first instance in which a person outside of the family, Mike Hagler, was made aware of my father's actions and his intent. Mike responded as any director who is aware of his fiduciary obligation to stakeholders must respond in this situation. He agreed an investigation should take place so that the board could act on an informed basis. In the email he sent to Merrill after the board meeting, he made note of my father's obvious confusion and his inability to distinguish fact, and was uncomfortable about what he thought was a great deal of "coaching" of my father during the board call by my mother and my sister. Mike and Kevin voted for the investigation, my father voted against it. My sister joined my father in voting against Kevin's proposal, which was therefore set aside.

Merrill's vote was extremely upsetting to me because she is very aware of the reality of our situation. She has told me many times, though, that she feels she cannot go against my father's wishes. She has had a great deal of guilt placed on her, and she also feels that it's my father's company to do with as he wants. However, despite my father's enormous past contributions, Coastal is the shareholder's company, not my father's, and Merrill's fiduciary responsibility requires her to act in accordance with the best interests of the company and its shareholders, rather than from a sense of parental loyalty that is misguided even if well intended.

The idea that the family does not want my father's allegations against Kevin to be examined speaks volumes. They will apparently go to any length to hide my father's illness. They will sacrifice my husband despite his unqualified success at building and running CFRC, which just enjoyed what I am told are its highest monthly and highest quarterly earnings ever. They will jeopardize the livelihood and financial condition of all of the company's employees and stakeholders. These actions will place my sister in a position where she will bear liability for any financial damage done to these stakeholders by my father should he gain control of the company. And finally, they will abandon me and my son, throwing us to the curb with Kevin.

And to what end? To keep a secret for a few weeks or months? I cannot not permit this to happen. There is too much at stake for all concerned.

ROA 000808

ROA 000809

I have presented the facts to all of you to consider once more before you move a single step further down this path. My family is making a huge mistake that is literally unbelievable. They must stop and consider what they are doing and they must address my father's health issues rather than try to hide from them. I therefore demand that the board take immediate and appropriate action to remedy the breaches of fiduciary duty which occurred at the June 28 board meeting, and to stop any further breaches of fiduciary duty from occurring. First, the board should take all necessary steps to address my father's incapacity to serve as a Coastal board member or officer. The shareholder meeting deficiently noticed for July 16 should be postponed, and a suitable replacement for my father should be identified to take his place on the board. Until this board transition occurs, the board should affirm that Kevin continues to serve as President and CEO until the board can act on an informed basis to determine whether Coastal's best interests are served by a change. (The vote on Kevin's removal at the June 28 board meeting deadlocked 2-2, and Mr. Herring was not authorized by the board or qualified to render an opinion on Virginia law or to nullify the vote. Further, Mr. Herring has acknowledged in a letter to Mr. Hagler that his opinion nullifying Kevin's vote has no support in the case law, and that his position may be incorrect.) If an independent board acting solely in the best interest of Coastal determines that a leadership change is warranted, Kevin will assist, if requested, in identifying a person suitable to take his place, which he would do as quickly as possible. If the board has any doubt about Kevin's performance based upon my father's allegations, I (and he) would continue to welcome a thorough and independent review of each and every one of these allegations and would ask that you authorize it immediately.

It is time to make the right decision, and to do what is right for my father and his legacy. As a shareholder, I must and will hold the board accountable for their actions as fiduciaries for the Coastal shareholders.

Sincerely,

Hampton

cc: Mr. Bradley J. Herring
Poyner & Spruill LLP
P.O. Box 353
Rocky Mount, NC 27802

Mr. Michael R. Smith
King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309

ROA 000809

ROA 000810

Exhibit 9

Kevin Luzak letter July 6, 2012

ROA 000810

ROA 000811

July 6, 2012

Mr. Bradley J. Herring
Poyner & Spruill LLP
P.O. Box 353
Rocky Mount, NC 27802

Dear Brad:

I write to express my concern regarding your role in the leadership and governance crisis currently existing at Coastal Forest Resources Company ("CFRC" or the Company), for which you serve as counsel, and to instruct that you cease participation in the attempt to hold a special shareholders meeting to change the board membership.

As you know, the CFRC Board held a special meeting on June 28, 2012 to address allegations of misconduct made against me by CFRC director Paul Barringer. Several of these allegations related to the April 22, 2012 board meeting which you attended in person. Paul alleges that I threw him and Merrill out of that board meeting, and that someone "threw a book" at Merrill. As a participant in that meeting, you have first hand knowledge that neither of those actions occurred.

At the June 28 board meeting, I made a motion that the board take the responsible action of engaging an independent third party to investigate the allegations of wrongdoing that Paul made against me. Rather than counsel the board regarding its fiduciary responsibility to become fully informed before taking action, or offering your own recollection of the events which transpired at the April 22 board meeting to refute Paul's delusional allegations, you stood by silently as Paul called for a vote on the motion. Further, despite Paul's obvious self-interest in avoiding an independent investigation to determine the validity of the baseless charges he made against me, you offered no opinion on whether Paul was a disinterested director for purposes of the motion to investigate his allegations.

You also stood by silently as Paul used allegations you knew to be unfounded as part of the basis for a motion to remove me from my positions with CFRC and to appoint himself as President and CEO. At this point, without a request or authorization from the board, you volunteered your interpretation of Virginia corporate law regarding who would be considered a "disinterested director" for purposes of Paul's motion. When the motion to remove me from my offices deadlocked at 2-2, you intervened, again without request or authorization from the board, to nullify my vote and unilaterally declare that the motion to remove me carried 2 to 1.

I have since learned that you have acknowledged that your views lack case law support and that you are not qualified to render opinions on Virginia law. In an undated letter you wrote in response to Mr. Hagler's letter to you dated June 28, 2012 questioning your conflict of interest opinions, you acknowledged that you had found "no case law

ROA 000811

ROA 000812

which provided any guidance" related to the director conflict of interest issues on which you opined and apparently based your unauthorized action in purporting to nullify my vote. Even after admitting that your positions have no support in case law, you did not articulate what, if any, other authority does support your determination that the vote of an interested director can or must be disregarded under Virginia law, or that you had the power to nullify my vote. Further, you candidly acknowledged that your position "may be incorrect." I am certainly not aware of any provision of Virginia corporate law or the CFRC By-Laws which precludes a director with interest in a matter under consideration from voting on that matter, or which requires that such vote be disregarded.

I am concerned that you did not disclose this information or otherwise qualify your opinions at the board meeting. I am also concerned that you did not disclose when offering your opinions on Virginia law that you are not a member of the Virginia bar, and that the only jurisdiction in which you are admitted to practice (according to your website) is North Carolina.

Not only did the board not request or authorize you to determine whether any votes at the June 28 meeting should be nullified, the board has never bestowed on you any power or authority to break director voting deadlocks, or serve as arbiter of a dispute among board members regarding whose votes shall be counted under Virginia law or the CFRC By-Laws.

Your actions and determinations at the June 28 board meeting regarding whether my vote counted on the motion to remove me were both unauthorized and legally erroneous, and must therefore be disregarded. For these reasons, I am in agreement with Mr. Hagler's position set forth in his June 28 letter that the motion to remove me from my offices at CFRC failed to pass and that I therefore remain President and CEO of CFRC.

Finally, I am becoming concerned that you have lost sight of your obligation to act on behalf of CFRC rather than on behalf of any particular CFRC board member or shareholder. Hampton recently received from you a Memorandum and a document titled Notice of Special Shareholders' Meeting which purports to call a special shareholders' meeting on July 16, 2012. The Notice is deficient in several respects, and does not identify who is calling the meeting or why they have the right to call a special meeting. You certainly do not have the right to call a special shareholders meeting under the CFRC By-Laws. Further, as calling and noticing a special shareholder meeting in this instance is not an action of the board or CFRC, but can only be individual action by one or more shareholders, you do not have the authorization as counsel for CFRC to act on behalf of one or more shareholders instead of the corporation.

I believe your actions at the June 28 board meeting and in working individually with Paul and/or Merrill (if that is the case) to aid them in attempting to call a special shareholders' meeting demonstrate that you may have a conflict of interest that disables you from representing the corporation or any shareholder in connection with the special meeting.

ROA 000812

ROA 000813

As President, CEO, and a director of CFRC, I instruct that you cease all participation in the attempt to hold a special shareholders meeting in connection with the Notice you circulated, and that you cease providing any individual shareholder counsel or assistance in connection with such a meeting.

Finally, as set forth above, you have taken several actions to support Paul and Merrill's attempt to remove me from my offices and from the board and to install Paul as President and CEO of CFRC. You have taken these actions despite having witnessed Paul's erratic and confused behavior beginning with the April 22 board meeting, which continued at the June 28 meeting. You have received notice that Paul has been diagnosed as suffering from a form of Alzheimer's Disease. Should CFRC and its shareholders suffer damages from CFRC board actions which interfere with the performance of my duties as an officer of CFRC, or which result in my removal from, and Paul's election to, the offices of President and CEO of CFRC, you will be held accountable for facilitating these wrongful actions and aiding and abetting breaches of fiduciary duty.

Sincerely,

Kevin M. Luzak

cc: Michael R. Smith
King & Spalding LLP

ROA 000813

ROA 000814

Exhibit 10

Herring letter July 9, 2012

ROA 000814

ROA 000815

Poyner Spruill^{LLP}

Bradley J. Herring
Partner
D: 252.972.7081
F: 252.972.7045
bherring@poynerspruill.com

July 9, 2012

Mr. Paul B. Barringer II
14 S. Calibogue Cay
Hilton Head Island, SC 29928

Ms. Merrill Barringer Light
9 Wild Heron Point
Hilton Head Island, SC 29928

Michael B. Hagler, Esq.
Fulcher Hagler LLP
Post Office Box 1477
Augusta, GA 30903-1477

Mr. Kevin M. Luzak
167 East 71st Street
New York, NY 10021

RE: Coastal Forest Resources Company

Dear Paul, Merrill, Mike and Kevin:

I am writing this letter to notify each of you as directors of Coastal Forest Resources Company ("CFRC") that effective immediately I am withdrawing from representing CFRC and am resigning in my capacity as assistant secretary of CFRC. I am enclosing herewith a copy of a letter which I received from Kevin calling into question my role in the current shareholder dispute and certain actions taken at the June 28 board meeting, and while not conceding any points which Kevin has raised, I believe it is in the best interest of CFRC that I withdraw as its counsel and resign as its assistant secretary.

Separate counsel should be retained by CFRC immediately to advise it with respect to the actions taken at the June 28 board meeting and in connection with the upcoming special shareholders meeting. In particular, Kevin has indicated he believes the notice of the shareholders meeting was deficient, and separate counsel should be consulted to determine whether the notice was defective in any respect and if the meeting should be rescheduled after a new notice has been sent to the shareholders.

ROA 000816

Poyner Spruill^{LLP}

July 9, 2012
Page 2

I deeply regret having to take this action, and hope you will be able to resolve your disputes.

Very truly yours,


Bradley J. Herring
Partner

BJH:nmm

Enclosure

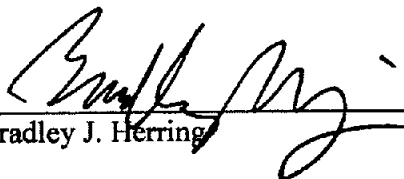
cc: CFRC Shareholders
John M. Jolley, McNair Law Firm
Michael R. Smith, King & Spaulding LLP

ROA 000816

ROA 000817

RESIGNATION OF ASSISTANT SECRETARY OF
COASTAL FOREST RESOURCES COMPANY

The undersigned does hereby resign as Assistant Secretary of Coastal Forest Resources
Company effective immediately.


Bradley J. Herring

Date: July 9, 2012

Sworn to and subscribed before me
this 9th day of July, 2012


Notary Public



My Commission Expires: 1.24.2015

ROA 000817

ROA 000818

Exhibit 11

Hagler letter July 12, 2012

ROA 000818

Fulcher Hagler LLP
ATTORNEYS AT LAW SINCE 1946

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
Post Office Box 1477 - Augusta, Georgia 30903-1477
One 10th Street, Ste. 700 - Augusta, Georgia 30901
Telephone: (706) 724-0171

Direct Fax: (706) 396-3615
Email: mhagler@fulcherlaw.com
Admitted in GA only

July 12, 2012

EMAIL:

Mr. Paul B. Barringer, pbb@coastalforestresources.com

Ms. Merrill B. Light, merrilllig@aol.com

Mr. Kevin M. Luzak, kluzak@archerholdings.com

RE: Coastal Forest Resources Company ("CFRC")

Dear Paul, Kevin, and Merrill:

We are all familiar with the June 28, 2012 CFRC board meeting and the multiple subsequent letters, i.e. my letter to Brad, his reply, my letter to Merrill, Hampton's recent letter to the board, Kevin's letter to Brad and Brad's to the board. I have no reason to repeat the details of the meeting or those letters here. However, I must press my concerns as a director of CFRC. I continue to question the board's actions in its June 28 meeting. I disagree with our former corporate counsel's ruling on the conflict of interest issue. I believe Kevin remains president and CEO of the company.

Respectfully, I demand the following:

1. The board must authorize and pursue an independent investigation into all facts surrounding the current situation. I cannot in future meetings be expected to vote responsibly on any matter without being fully informed with adequate information from a reliable source. Current and future board members cannot vote responsibly on a matter without being fully informed. If Hampton's statements are correct, the board not only has inadequate information, but apparently individual board members may be withholding information from the board.

If Paul, Merrill, and perhaps soon to be Randy, have justifiable and verifiable information to (a) remove Kevin as president and CEO, and (b) appoint Paul then I must be fully informed of that information. And, based on the allegations flying back and forth between family members, I must be allowed a full independent investigation to confirm the information before the next board meeting. We should not vote to remove Kevin without knowledge of facts surrounding his removal, and reasons for his removal. We should not vote to appoint Paul without investigating his current mental state. Before voting, we should be advised of any conflicts which may affect how a director votes.

I have personally observed behavior in at least two board meetings and in my call with Paul two weeks ago which suggests that there are issues with his mental capacity. Hampton's letter now offers confirmation of my observations.

2. I need to retain and CFRC shall fund independent counsel of my choosing to provide me with advice and direction regarding my fiduciary duties, as a director, under the current situation. I consider myself the sole outside director and being asked to make judgments on matters on which I am currently uninformed – both factually and legally. The company must provide me with counsel and must provide that counsel quickly.

ROA 000819

ROA 000820

Mr. Paul B. Barringer
Ms. Merrill B. Light
Mr. Kevin M. Luzak
July 12, 2012
Page 2

3. A copy of CFRC's current directors and officers insurance policy. For multiple reasons, my counsel and I need to review the policy.

Lastly, I urge the CFRC board members and the shareholders to promptly adopt a course which informs everyone and enables them to fully understand, and then satisfy, their duties here – which I believe is to primarily act in the best interest of CFRC and all of its shareholders. Otherwise, I foresee the danger of CFRC being damaged – and ensuing claims, litigation, etc. For starters, since the notice of the shareholders meeting (scheduled for 7/16) may have been improper, and for reasons stated above, I suggest that this meeting be cancelled. Also, in light of Brad's resignation and thus the board's having no counsel to advise it, I suggest the board needs to retain Virginia counsel promptly for representation.

Thank you.

Very truly yours,

Michael B. Hagler

MBH

cc: Mr. Brad J. Herring, Email: BHerring@poynerspruill.com
Mr. John M. Jolley, Email: jjolley@mcnair.net
Mr. Michael R. Smith, Email: mrsmith@kslaw.com
Mrs. Hampton Luzak, Email: hamptonluzak@me.com

ROA 000820

ROA 000821

Exhibit 12

Hagler e-mail August 3, 2012

ROA 000821

ROA 000822

From: MHagler@fulcherlaw.com [mailto:MHagler@fulcherlaw.com]
Sent: Friday, August 03, 2012 10:12 AM
To: JJolley@MCNAIR.NET; pbb@cfrc.co; merrillig@aol.com
Cc: tbryant@cfrc.co; Bayler, Mason; Gwathmey, John Owen
Subject: 120803 MBH response Proposed Board Resolutions

Dear John,

I am back in the office. I have reviewed the proposed resolution and offer the following comments which I intend to repeat in the meeting and which should be included in the minutes:

In my opinion, Paul Barringer is ill, and his judgment is impaired. I personally experienced this at the last regular directors' meeting held in Charleston. I heard it in the telephonic meeting held in June. I believe Merrill and her husband, Randy, are exercising poor judgment. My earlier letters speak for themselves. I have no need to repeat what was contained in those letters, however until there is an independent investigation surrounding the facts of Kevin's termination, and why the other board members feel the need to hire Travis as his successor, I cannot be comfortable with this decision.

By all accounts, Travis is an excellent CFO, but the board is now elevating Travis above Tom Evans and his other equals in the company's professional management. I fear this sort of shakeup in company management will affect the company's performance. I am concerned Travis is a puppet. Given the circumstances of his appointment, he will have no choice but to follow Paul's lead, or suffer termination if he incurs Paul's irrational wrath.

I have been informed Troutman Sanders represents Merrill and Paul. I understand Merrill has not sought independent advice. She and her father clearly have a legal conflict of interest. Again, this shows poor judgment on her part.

Who is serving as corporate counsel? What advice has the company received concerning the validity of the recent meetings and developments to date?

Mike

Active 20071124v1 242374.000001

ROA 000822

HBL0018

ROA 000823

Exhibit 13

Intentionally Omitted

ROA 000823

ROA 000824

Exhibit 14

Hagler letter August 23, 2012

ROA 000824

ROA 000825

Fulcher Hagler LLP
ATTORNEYS AT LAW SINCE 1946

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
Post Office Box 1477 • Augusta, Georgia 30903-1477
One 10th Street, Ste. 700 • Augusta, Georgia 30901
Telephone: (706) 724-0171

Direct Fax: (706) 396-3615
Email: mhagler@fulcherlaw.com
Admitted in GA only

August 23, 2012

EMAIL: tbryant@coastalforestresources.com

Mr. J. Travis Bryant
Coastal Forest Resources Company

RE: Resignation as a CFRC Director

Dear Travis,

Having considered the multiple issues facing CFRC and its Board and my role/position as a director, I have decided to resign. I see no need to raise these issues in this letter. My views are documented and, I believe, well understood. Please accept this as my letter of resignation as a CFRC director effective immediately. I have enjoyed my tenure and wish everyone the best as the company goes forward. I would like to receive a copy of the last Board minutes.

As you may be aware, I previously requested Coastal hire independent Virginia legal counsel to represent the company and provide independent advice to the board. This request was ignored. I also requested Coastal hire counsel to provide me guidance. This request was ignored. I was forced to hire Virginia counsel to guide me, as a director, through the unfortunate set of events. Attached is his cover sheet for his statement. I have paid the bill. Please reimburse me within the next 30 days.

Very truly yours,

Michael B. Hagler

MBH:cr
Attachment

cc: Mr. Paul B. Barringer, Email: pbb@coastalforestresources.com
Ms. Merrill B. Light, Email: merrilllig@aol.com
Mr. Randy Light, Email: rlight@islc.net

ROA 000825

LIGHT 000149

ROA 000826

Exhibit 15

Stock Power

ROA 000826

STOCK POWER

ROA 000827

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Paul B. Barringer, II, Co-Trustee of the Paul B. Barringer Revocable Trust**, dated December 4, 1998, as amended ("**Assignor**") hereby assigns, transfers, and conveys 38,271 shares of his right, title, and interest in and to his shares of stock in **Coastal Forest Recourses Company**, a Virginia corporation ("**Corporation**") which consists of a total of 38,272 shares of voting common stock represented by Share Certificate number fourteen (14) and Assignor to **Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust**, dated February 1, 2008 ("**Assignee**") and hereby irrevocably appoints John M. Jolley, as his attorney in fact to transfer said Shares on the books of the Corporation with the full power of substitution.

IN WITNESS WHEREOF, the undersigned executes this Stock Power this 11th day of September, 2012.

Witnesses:

Assignor:

Paul B. Barringer Revocable Trust

Merrill U. Barringer

By: Paul B. Barringer
Paul B. Barringer, Co-Trustee

Sharon E. Potts

ROA 000827

ROA 000828

Exhibit 16

Assignment of Shares

ROA 000828

Assignment of Shares

ROA 000829

This Assignment of Shares ("Assignment"), effective as of the 11th day of September, 2012, is entered into by and between Paul B. Barringer, II, Co-Trustee of the Paul B. Barringer Revocable Trust, dated December 4, 1998, as amended ("Assignor"); Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust, dated February 1, 2008 ("Assignee"); and Coastal Forest Recourses Company, a Virginia corporation ("Corporation").

Whereas, Assignor presently holds 38,272 shares of the issued and outstanding shares of stock in the Corporation ("Shares") of all issued and outstanding shares of stock in the Corporation.

Whereas, Assignor desires to assign and Assignee desires to receive 38,271 Shares of Assignor's Shares in the Corporation.

Now, Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows.

1. **Assignment of Shares.** Assignor hereby assigns 38,271 Shares of Assignor's Shares in the Corporation to Assignee. Assignor represents and warrants that the Shares hereby assigned to Assignee are owned by Assignor and such transfer is free and clear from any and all encumbrances of any nature whatsoever and that Assignor has full power and authority to assign and transfer the Share to Assignee.

2. **Miscellaneous Provisions.**

2.1 **Applicable Law.** This Assignment is to be performed in the State of South Carolina and shall be governed by and construed in accordance with the laws of the State of South Carolina. Any action brought to enforce or interpret this Assignment shall be brought in the court of appropriate jurisdiction in Beaufort County, South Carolina.

2.2 **Construction and Interpretation.** If any provision of this Assignment require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion or agreement that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have participated equally in the preparation of this Assignment [and the documents and exhibits contemplated hereunder] and that legal counsel was consulted by each party before the execution of this Assignment.

2.3 **Captions and Heading.** Captions, headings or titles to sections or paragraphs used herein are for convenience and shall not be deemed to limit or alter any provision hereof.

2.4 **Successors and Assigns.** This Assignment and the terms and provisions hereto shall insure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

2.5 **Entire Agreement.** This Assignment embodies the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes all prior representations, agreements and understandings, oral or written, relating to such subject matter. Each party hereto represents and warrants to the other party that it is not relying on any promises, covenants, representations or agreements, oral or written, which are not set forth in this Assignment.

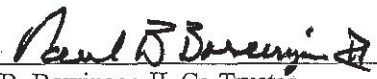
ROA 000829

ROA 000830

Assignor and Assignee execute this Assignment as of the date first above written.

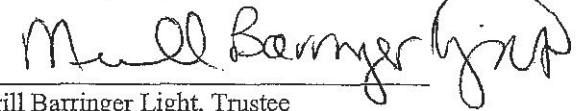
Assignor:

Paul B. Barringer Revocable Trust

By: 
Paul B. Barringer, II, Co-Trustee

Assignee:

Merrill Barringer Light Revocable Trust

By: 
Merrill Barringer Light, Trustee

ELECTRONICALLY FILED - 2019 May 28 7:37 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

ROA 000830

ROA 000831

Exhibit 17

Hampton Luzak letter to Board
dated November 8, 2012

ROA 000831

ROA 000832

November 8, 2012

Board of Directors
Coastal Forest Resources Company
8007 Florida-Georgia Highway
Havana, FL 32333

I am distressed by recent developments at CFRC and, with no other outlet to express my views as a shareholder I am submitting my views to the directors who have a fiduciary duty to protect my interests.

I requested, and received, the minutes of the meetings of the board of directors that have taken place since Merrill Light removed my husband, Kevin Luzak, from the board and replaced him with her husband, Randy Light. You will recall that she effected this change by voting her shares and my father's shares through the power of attorney that he assigned to her.

I understand through the minutes of the board meeting that was held on August 29, 2012 that the directors maintain that they have elected Travis Bryant, the current CEO, President, and CFO of CFRC, to the board. I find it incredible that I have to point out to the directors that shareholders, not directors, elect the members of the board. Please refer to Article II Section 3 of the Coastal Forest Resources Company By-Laws as Revised to February 14, 2005 to confirm that this is indeed the case with CFRC. **Directors have a fiduciary obligation to represent the interests of shareholders, not their own interests as directors.** Your brazen attempt to usurp so basic a shareholder right as the election of directors lies beyond comprehension.

I recently received a very large distribution from CFRC that was described in an accompanying email as a "special dividend". Although unprecedented and several million dollars in aggregate, this distribution came with no explanation or rationale. My father was consistently focused on reinvestment and growth while he was running the Company and would never have supported such a distribution. I am extremely distressed that among the very first decisions of the newly constituted board, acting in part through the power of attorney that he has granted to Merrill Light, is the approval of a distribution of this magnitude.

Finally, I understand that CFRC has appointed John Jolley to act as counsel for the company. I understand that Mr. Jolley has acted and may at present act as a representative of the personal interests of certain shareholders and directors. These dual roles present a clear conflict of interest and I demand that Mr. Jolley be replaced immediately.

ROA 000832

ROA 000833

No individual owns more stock in CFRC than I do. I demand that my interests be considered and protected by the directors of this company. I am very concerned by the path that you have chosen to follow since Merrill Light took control of the board. I remind you of your fiduciary obligations to me and all of the shareholders and insist that you honor them without fail.

Sincerely,

Hampton Luzak

ROA 000833

ROA 000834

Exhibit 18

Paul Barringer Will
dated February 5, 2015

ROA 000834

ROA 000835

**LAST WILL
OF
PAUL B. BARRINGER, II**

John M. Jolley, Esquire
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, South Carolina 29938
(843) 785-2171

ROA 000835

11

ROA 000836

**LAST WILL AND TESTAMENT
OF
PAUL B. BARRINGER, II**

Introductory Clause. I, **Paul B. Barringer, II**, a resident of and domiciled in the County of Beaufort and State of South Carolina, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I am married to **Merrill U. Barringer** and I have three living children: **Victor C. Barringer**; **Hampton Barringer Luzak**; and **Merrill Barringer Light**.

**ITEM I
PAYMENT OF DEBTS**

Direction to Pay Debts with Discretionary Refinancing by Personal Representative. I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death. I direct that my Personal Representative may cause any debt to be carried, renewed, and refinanced from time to time upon such terms and with such securities for its repayment as my Personal Representative may deem advisable taking into consideration the best interest of the beneficiaries hereunder. If at the time of my death any of the real property herein devised is subject to any mortgage, I direct that the devisee taking such mortgaged property shall take it subject to such mortgage and that the devisee shall not be entitled to have the obligation secured thereby paid out of my general estate.

**ITEM II
PAYMENT OF TAXES**

I direct that:

(1) **Direction to Pay All Taxes from Residuary Estate.** Except as provided in (2) herein, all estate, inheritance, succession, death, or similar taxes (except generation-skipping transfer taxes) assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will (which term wherever used herein shall include any Codicil hereto), be paid out of my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes. If my residuary estate is inadequate to pay such taxes, they shall be paid from the assets of my Revocable Trust.

(2) **Apportion Taxes on Nonprobate Property. QTIP Marital Trust to Pay Full Share.** All such taxes in respect to any property or interests in property included in my gross estate under sections 2035, 2036, 2037, 2038, 2039, 2040, 2041, and 2042 of the Internal Revenue Code shall be charged against and paid by the recipient or beneficiary of such property or interest in property or from the property or interest in the property, provided, however, there shall be no apportionment against any donee or recipient of any such property or interest in property which is a qualified charity under section 2055 and the property or interest in property was allowed in my federal estate tax proceedings as a charitable deduction. The amount of the tax to be charged

ROA 000837

against such donee or recipient shall be determined by multiplying a fraction (the numerator of which shall be the federal estate tax value of the property to be apportioned as finally determined in my federal estate tax proceedings and the denominator of which shall be the total value of my taxable estate for such federal estate tax purposes) times the net amount of such taxes payable by my estate after the application of all credits against such taxes. Notwithstanding the above allocation and in lieu thereof, the estate tax liability to my estate due to the inclusion of any property pursuant to the provisions of section 2044 of the Internal Revenue Code shall be charged against such donee, trust, or recipient and paid in full with the amount of the contribution required to be paid calculated in accordance with the provisions of section 2207A of the Internal Revenue Code.

ITEM III QTIP ELECTION

Discretionary Authorization for Personal Representative to Elect Reverse QTIP Trust and Trust C Assets as Qualified Terminable Interest Property in Testator's Revocable Trust Agreement. Under the Trust Agreement between me as Settlor and Merrill Barringer Light as Trustee dated the 4th day of December 1998, as thereafter amended and restated in its entirety on the 5th day of February, 2015, the Trustee is empowered to allocate certain assets to the Reverse QTIP Trust and Trust C. I give my Personal Representative the discretion to elect, as provided in Internal Revenue Code section 2056(b)(7)(B)(v), to cause all, part, or none of the assets of the Trust to be allocated to Reverse QTIP Trust and Trust C and be treated on my federal estate tax return as qualified terminable interest property. If my wife is a co-Personal Representative of this Last Will and Testament, then the other co-Personal Representative(s) shall have the sole authority to make this discretionary decision. If my wife is the sole serving Personal Representative then the next appointed alternate Personal Representative shall become empowered to be a special Personal Representative for the purpose of making this discretionary decision. If no alternate Personal Representative is appointed by this Last Will and Testament, then the court shall appoint a special Personal Representative for the purpose of making this discretionary decision. My wife shall not have the authority to make this discretionary QTIP election.

ITEM IV RESIDUE DISPOSITION

Pourover Gift to Trustee of Testator's Inter Vivos Trust. I give, devise and bequeath all the rest, residue, and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to **Merrill Barringer Light** as Trustee of the Paul B. Barringer, II Revocable Trust, created under that certain Trust Agreement dated December 4, 1998, as thereafter amended and restated in its entirety on the 5th day of February, 2015, between me as Settlor and **Merrill Barringer Light** as Trustee and executed prior to the execution of this Will. My Trustee shall add the property bequeathed and devised by this Item to the principal of the above Trust and shall hold, administer, and distribute the property in accordance with the provisions of the Trust Agreement, including any amendments thereto made before my death.



ROA 000837

ROA 000838

ITEM V PERSONAL REPRESENTATIVE APPOINTMENT

Naming the Personal Representative, Personal Representative Succession, Personal Representative's Fees, and Other Matters. The provisions for naming the Personal Representative, Personal Representative succession, Personal Representative's fees, and other matters are set forth below:

(1) **Naming an Individual Personal Representative.** I hereby nominate, constitute and appoint as Personal Representative of this my Last Will and Testament **Merrill Barringer Light** and direct that she shall serve without bond.

(2) **Final Succession if Individual Successor Personal Representative Cannot Act.** If my individual successor Personal Representative should fail to qualify as Personal Representative hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Personal Representative who shall also serve without bond shall be **John M. Jolley, Esquire** (pursuant to Item XI hereinbelow).

(3) **Fee Schedule for Individual Personal Representative.** For its services as Personal Representative, my individual Personal Representative shall receive no compensation but shall be entitled to reimbursement for reasonable expenses.

ITEM VI MEANING OF PERSONAL REPRESENTATIVE

Definition of Personal Representative. Whenever the word "Personal Representative" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative named herein and to any successor or substitute Personal Representative acting hereunder, and such successor or substitute Personal Representative shall possess all the rights, powers and duties, authority, and responsibility conferred upon the Personal Representative originally named herein.

ITEM VII PERSONAL REPRESENTATIVE POWERS

Powers for Personal Representative. By way of illustration and not of limitation and in addition to any inherent, implied, or statutory powers granted to Personal Representatives generally, my Personal Representative is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of my Estate which any individual could exercise in the management of similar

ROA 000839

property owned in his or her own right, upon such terms and conditions as to my Personal Representative may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order. My Personal Representative shall be authorized and granted full power to obtain passwords and deal with any mail, e-mail, membership accounts, social media, electronic, or other media accounts, web sites, and domain and other registration names, including the power to deal with, sell, or terminate such accounts.

ITEM VIII DISCRETION REGARDING TAX MATTERS

Discretion Granted to Personal Representative in Reference to Tax Matters. My Personal Representative as the fiduciary of my estate shall have the discretion, but shall not be required when allocating receipts of my estate between income and principal, to make adjustments in the rights of any beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Personal Representative believes has had the effect, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others; provided, however, my Personal Representative shall not exercise its discretion in a manner which would cause the loss or reduction of the marital deduction as may be herein provided. In determining the state or federal estate and income tax liabilities of my estate, my Personal Representative shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as state or federal estate tax deductions or as state or federal income tax deductions and shall have the discretion to file a joint income tax return with my wife. My Personal Representative shall have discretion to allocate and transfer to my wife, if she shall survive me, any federal estate tax credit that is unused by my estate after my death (the Deceased Spousal Unused Exclusion Amount ("DSUEA")). If my Personal Representative shall make such election, then my Personal Representative shall timely file a federal estate tax return (Form 706) and elect on such return that the DSUEA shall be allocated to my wife. If my Personal Representative shall decide not to make such allocation and timely file the election, then my wife may direct my Personal Representative to make such election and file such estate tax return, in which event my wife shall be required to reimburse my Estate for the reasonable cost of preparing and filing such federal estate tax return. If my estate plan includes a revocable trust agreement and it contains directions to my Personal Representative, I direct my Personal Representative to follow the directions in such trust agreement.

ITEM IX DEFINITIONS RELATING TO FAMILY

Definitions of Family. The following definitions shall be used to define the family:

(1) **Definition of Children.** For purposes of this Will, "child" or "children" includes individuals entitled to take as a child under the laws of the State of South Carolina by intestate succession from the parent whose relationship is involved. Not included in this definition shall be either a person who is only a stepchild, a foster child, a grandchild, or any more remote descendant or a person who is otherwise excluded by the terms of this document. "Issue" of an individual

ROA 000840

means a descendant of an individual. A "descendant" of an individual means all of his (or her) descendants of all generations, with the relationship of parent and child at each generation being determined by the definition of child and parent contained in the laws of the State of South Carolina. The terms "child," "children," "issue," "descendant," and "descendants" or those terms preceded by the terms "living" or "then living" shall include the descendant of the parent designated even though such descendant is born after the death of such parent.

(2) **Exclusion of Specific Family Member.** For purposes of this Will, and notwithstanding any other language or provision contained in this Will to the contrary, I do specifically exclude Hampton Barringer Luzak as a beneficiary under this Will. Hampton Barringer Luzak shall not be deemed to be a member of any class definition of beneficiaries contained in this document. This Will shall be interpreted as if Hampton Barringer Luzak shall have predeceased me. In addition, any issue of Hampton Barringer Luzak shall also be similarly excluded as a beneficiary of this Will unless specifically provided for herein.

(3) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ITEM X BENEFICIARY CONTESTS

No Contest Restriction. I have, intentionally and with full knowledge, either failed to provide for one or more beneficiaries and/or provided for such beneficiaries in a more limited manner than other beneficiaries in this Last Will and Testament.

(1) **Impact on Beneficiary of Action Taken by Beneficiary.** If any beneficiary under this Will, singly or in conjunction with any other person or persons, directly or indirectly, (i) contests in any court the validity of this Will or, in any manner, attacks or seeks to impair or invalidate any of its provisions; (ii) claims entitlement by way of any written or oral contract to any portion of my estate; (iii) unsuccessfully challenges the appointment of any person named as Trustee or successor Trustee, or as Personal Representative or successor Personal Representative of my Last Will and Testament; (iv) objects in any manner to any action taken or proposed to be taken in good faith by the Personal Representative; (v) objects to any construction or interpretation of this Will, or any provision of it, that is adopted or is proposed in good faith by the acting Personal Representative; (vi) unsuccessfully seeks the removal of any person acting as Trustee of any Trust created under this instrument; (vii) files any creditor's claim against my estate (without regard to its validity), whether the claim arose before or after the date of this instrument; (viii) files a petition or other pleading to change the character of any property subject to this Will; (ix) claims in any proceeding that any assets held or claimed under this instrument were held as joint with right of survivorship property; (x) files a petition or other pleading seeking to impose a constructive trust or resulting trust on any assets claimed under this Will, or (xi) participates, conspires, or assists with another in any of the previous actions in a manner adverse to this Will, then and in that event that person's right to take any interest given to him or her by or under this Will shall be determined as it would have been determined if the person had predeceased the execution of this instrument without surviving issue.



ROA 000840

ROA 000841

(2) **Exclusions.** The provisions of this Item shall neither apply to any "qualified disclaimer" by any person of any benefit under this Will nor cause a forfeiture of any distribution otherwise qualifying for either a marital or charitable federal estate tax deduction.

(3) **Personal Representative Powers.** My Personal Representative is hereby authorized to defend, at the expense of my estate, any contest or other attack of any nature on this Will or any of its provisions. All such costs of defense of such action shall be charged to and deducted from the share, if any, of that challenging beneficiary, regardless of whether the challenging beneficiary was successful or not in his or her challenge. If there is no such share, then the defense of this action shall be treated as an administrative expense of my estate.

(4) **Severability.** In the event that any provision of this Item is held to be invalid, void, or illegal, the same shall be deemed severable from the remainder of the provisions in this Item, and shall in no way affect, impair, or invalidate any other provision in this Item. If any provision of this Item shall be deemed invalid due to its scope and breadth, such provision shall be deemed modified and interpreted as closely as possible to my intent so as to permit that provision to be deemed valid and enforceable as permitted by law.

ITEM XI DEFINITION OF INTERNAL REVENUE CODE TERMS

Definition of Words Relating to the Internal Revenue Code. As used herein, any word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to my estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

ITEM XII SIMULTANEOUS DEATH

Simultaneous Death Provision Presuming Beneficiary Predeceases Testator. Reverse Presumption as to Wife. If any beneficiary and I should die under such circumstances as would make it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this Will that the beneficiary predeceased me; provided, however, that if my wife shall die with me as aforesaid, I direct that she shall be conclusively presumed to have survived me.

ITEM XIII McNAIR LAW FIRM, P.A. PROVISIONS

Additional Provisions for the McNair Law Firm, P.A. and Its Attorneys. At my request either the firm of McNair Law Firm, P.A. or an attorney of that firm (hereinafter both individually and collectively referred to as the "Firm") has agreed to serve as a personal representative or co-personal representative of my estate. The following provisions pertain to the acceptance of that fiduciary position by the Firm and/or its individual attorneys.

ROA 000842

(1) **Additional Powers.** In addition to the powers granted herein, the Firm shall have the following specific estate powers as to the estate property and may exercise the same in its discretion without court order or approval:

(a) To engage the Firm, or any successor entity, to render legal services that will be necessary from time to time to provide for the continued administration of my estate.

(b) To designate in writing an individual or a corporate entity to act as special personal representative with respect to specific estate property to act as agent for the Firm to assist the Firm in fulfilling its duties under my estate.

(c) To appoint a successor senior attorney of the Firm to act on behalf of the Firm in all fiduciary responsibilities delegated under my estate.

(2) **Compensation of The Firm.** In addition to legal fees charged by the Firm, the Firm shall also be entitled to receive compensation for its services as personal representative in accordance with its fee schedule for fiduciary services in effect at the time such services are rendered, and such compensation may vary from time to time based on such schedule. If the Firm does not have a customary fee schedule for fiduciary services in effect at any time, then the Firm may charge a reasonable fee for such services rendered. The firm shall also be entitled to reimbursement for reasonable expenses actually incurred in the administration of the estate. In the event that the Firm shall serve as a co-personal representative, such fee shall be earned for its services, notwithstanding the fact that a co-personal representative is also serving. In the event that there is an overlap of services, the Firm shall, in its sole discretion, apportion the fees between fiduciary services and legal services, as it deems reasonable and appropriate.

I recognize that the Firm will charge a separate fee for its legal services, which fee for its legal services shall be in accordance with its customary charges.

Such compensation may be paid directly from the Estate without court approval.

(3) **Potential Conflict of Interest.** Without limitation, I have been informed and understand that the appointment of the Firm may give rise to a potential future conflict of interest. In the event that some matters arise which would amount to a conflict, the Firm would be required to divorce itself from the matter completely. I further understand that there is in the appointment of the Firm as Personal representative an inherent financial benefit to the Firm beyond legal matters relating to the Estate. I understand that in the event of a challenge to the validity of the Estate, the Firm's credibility as a witness may be impaired due to its perceived interest in the outcome arising from its services as fiduciary hereunder. Notwithstanding all of the foregoing, I have knowingly and willingly appointed the Firm, as personal representative, and has been advised, but has elected not to, seek independent counsel in regard to the establishment of the Estate, the appointment of the Firm as personal representative, or matters relating to the subsequent administration of the Estate. In the event that some matters arise in the administration of my estate which would amount to a conflict, the Firm would be required to divorce itself from the matter completely.



ROA 000842

ROA 000843

Testimonium, Attestation, and Self-Proving Affidavit. I, **Paul B. Barringer, II**, the Testator, sign my name to this instrument this the 5th day of February, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Paul B. Barringer II
Paul B. Barringer, II
 TESTATOR

We, Virginia Ritchie and **Rebecca L. Bostick**, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, and in the presence of each other, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Virginia Ritchie
 WITNESS

Rebecca L. Bostick
Rebecca L. Bostick
 WITNESS

THE STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Subscribed, sworn to, and acknowledged before me by **Paul B. Barringer, II**, the Testator, and subscribed and sworn to before me by Virginia Ritchie, witness, this the 5th day of February, 2015.

FILED
 2016 JUN -9 PM 3:00
 PROBATE COURT
 BEAUFORT COUNTY, SC

Notary Public for South Carolina (Seal)
 My commission expires: 05/20/2020

ROA 000843

ROA 000844

Exhibit 19

Paul Barringer Durable Power of Attorney
dated February 5, 2015

ROA 000844

16
27th
McNair

BEAUFORT COUNTY - ROD
BK 3385 Pgs 1517-1526
FILE NUM 2015012223
03/16/2015 01:06:29 PM
REC'D BY rwebb RCPT# 76895
RECORDING FEES \$21.00

ELECTRONICALLY FILED - 2019 May 28 7:37 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

**Durable Power of Attorney
by
Paul B. Barringer, II**

(Effective Immediately)

John M. Jolley, Esquire
McNair Law Firm, P.A.
23-B Shelter Cove Lane
Hilton Head Island, South Carolina 29928

ROA 000846

GENERAL DURABLE POWER OF ATTORNEY
Given By Paul B. Barringer, II, As Principal

KNOW ALL MEN BY THESE PRESENTS, that I, **Paul B. Barringer, II**, (hereinafter sometimes referred to as the "Principal") of Hilton Head Island, Beaufort County, South Carolina, do hereby constitute and appoint **Merrill Barringer Light** (hereinafter referred to as "Agent") of Hilton Head Island, South Carolina, as true and lawful attorney for me and in my name, place and stead to exercise the powers set forth below. In addition, I have this day also appointed **James Randolph Light, Jr.** of Hilton Head Island, South Carolina, to serve as alternate agent but without authority to exercise any of the powers set forth below except that if **Merrill Barringer Light** shall be unable or unwilling to serve or to continue to serve as Agent, then **James Randolph Light, Jr.** shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Agent and shall thereafter be referred to as "Agent". My alternate agent (namely, **James Randolph Light, Jr.**) may execute and deliver an affidavit that my Agent is unwilling or unable to serve or to continue to serve and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein. In such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

I. ASSET POWERS

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

A. **Power to Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

B. **Power to Buy.** To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate.

C. **Power to Invest.** To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations

HILTONHEAD 893057v1 049819 -00003

ROA 000846



ROA 000847

regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent.

D. Power to Manage Real and Personal Property. With respect to real and personal property; to lease, and release; to recover possession of by all lawful means; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other real and personal property; to mortgage and/or grant security interests in any real and personal property or intangibles now or hereafter owned by me.

E. Power to Exercise Rights in Securities. To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts), including IRA accounts.

F. Power to Demand and Receive. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of all of my property and causes of action that I may have, as my Agent deems appropriate.

G. Power with Respect to Bank Accounts. To establish accounts of all kinds, including checking, money market, savings, and IRA accounts for me with financial institutions of any kind, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts.

H. Power with Respect to Safe-Deposit Boxes. To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

I. Power with Respect to Legal and Other Actions. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

J. Power with Respect to Insurance. To purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my

ROA 000847

ROA 000848

Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder.

K. Power with Respect to Taxes. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 2010 and 2040 and for any years, which are still open for audit; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; and to exercise any elections I may have under federal, state or local tax law.

L. Power to Make Gifts. To make gifts or other transfers without consideration either outright or in trust, (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift. PROVIDED, however, that my Agent shall not make any gifts constituting a future interest within the meaning of Section 2503(b) of the Internal Revenue Code and shall not make gifts in excess of \$14,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year to any one person unless my spouse has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code and in that event such gift shall not exceed \$28,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year. PROVIDED further however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall be limited to the lesser of i) the amount set forth above or ii) an amount (in total for each calendar year) equal to the greater of Five Thousand (\$5,000.00) Dollars or Five (5%) percent of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.

M. Power to Fund Trusts Created by the Principal. To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

N. Power to Withdraw from Trusts Created by the Principal for Expenses and Gifting. To withdraw from any revocable trust created by me for the purpose of funding my on-

h

ROA 000848

ROA 000849

going living expenses, gifts to be made by me or in my name, or fulfill other purposes delegated to the Agent pursuant to the terms of this Power of Attorney.

It is my intent that this document shall grant to my Agent the full authority to perform any act or provide any service that I could do in my own right.

II. CARE AND CONTROL OF THE PRINCIPAL

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

A. **Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment.

B. **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

C. **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45CFR 164.502(g)(2)) for all purposes relating to my "protected health information." I do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past, or are currently providing, the undersigned with any type of medical, mental or other types of health care, to disclose to my HIPAA personal representative and any other successor HIPAA personal representative all of my health care information and all "protected health information" for the purpose of determining my capacity as defined in any such powers of attorney, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

- 4 -

HILTONHEAD 893057v1 049819 -00003



ROA 000849

ROA 000850

III. INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation, i) to take any appropriate court action; ii) to employ, compensate and discharge such domestic, medical and professional personnel; iii) to execute and deliver any and all documents; iv) to borrow funds in my name and on my behalf for the purposes of this document; v) to supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part; and vi) to do all miscellaneous acts necessary and appropriate, including the right to open and redirect my mail, to take or deny custody of all of my important documents, and to obtain and release or deny information or records of all kinds relating to me.

IV. THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that i) third parties may rely upon the continued existence of this document until actual notice of its termination is given; ii) the powers conferred on my Agent by this instrument may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf; iii) no Person who acts in reliance upon any representations my Agent may make shall incur any liability to me for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property; and iv) all parties are authorized to release any information to my Agent without limitation and are released from any legal liability whatsoever to me for complying with my Agent's requests.



ROA 000850

ROA 000851

V. **RESTRICTIONS ON POWERS**

Prohibition on Power to Benefit Agent. Notwithstanding any provision herein to the contrary, my Agent shall be prohibited (except both as specifically authorized in this instrument and as the Principal has previously supported the Agent) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass directly or indirectly to my Agent or his or her estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

VI. **DURABILITY PROVISION**

Durability. This power of attorney shall not be affected by physical disability or mental incompetence of the Principal, which shall render the Principal incapable of managing the Principal's own estate. All acts done by the Agent pursuant to the power during the period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the Principal or the Principal's heirs, devisees, legatees, and personal representatives as if the Principal were mentally competent and not disabled.

VII. **ADMINISTRATIVE PROVISIONS**

The following provisions shall apply:

A. **Reimbursement of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

B. **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate my Agent to serve as my guardian, conservator and/or in any similar representative capacity.



ROA 000851

ROA 000852

C. **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.

D. **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

E. **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the State of South Carolina in all respects.

F. **Revocation, Removal, Amendment and Resignation.** This instrument may be amended or revoked by me. My Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my Agent.

G. **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

H. **Bond and Accounting.** I direct that no court be authorized to require a bond, accounting or inventory.

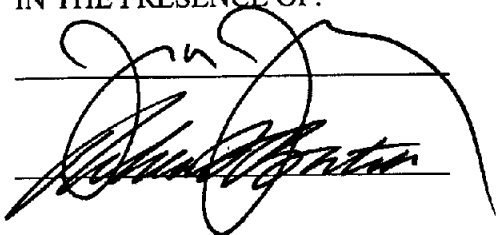
B

ROA 000852

ROA 000853

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of February, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Paul B. Barringer II (L.S.)
Paul B. Barringer, II

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ACKNOWLEDGMENT
under SC Code 30-5-30(C)

I, Rebecca L. Bostick, do hereby certify that Paul B. Barringer, II personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 5th day of February, 2015.

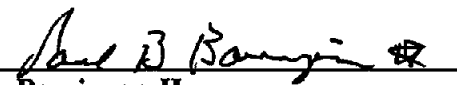
Rebecca L. Bostick (SEAL)
Notary Public for South Carolina
My Commission Expires: 05/20/2020

ROA 000853

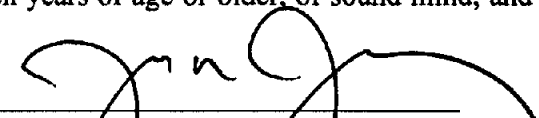
ROA 000854

**Attestation Page For General Durable Power of
Attorney of Paul B. Barringer, II**

I, **Paul B. Barringer, II**, the Principal, sign my name to this instrument this **5th** day of February, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


Paul B. Barringer, II

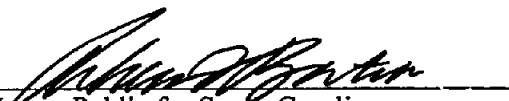
We, John M. Jolley and Rebecca L. Bostick, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally, and to the undersigned authority, that the Principal signs and executes this instrument as the Principal's Power of Attorney and that the Principal signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Principal and in the presence of each other, hereby sign this Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.


Witness

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Subscribed, sworn to and acknowledged before me by **Paul B. Barringer, II**, the Principal and subscribed and sworn to before me by John M. Jolley, witness, this **5th** day of February, 2015.


Notary Public for South Carolina
My Commission Expires: 05/20/2020
(NOTARY SEAL)

ROA 000854

ROA 000855

Exhibit 20

Board Minutes March 16, 2015

ROA 000855

ROA 000856

**Coastal Forest Resources Company
Board of Directors Meeting Minutes
March 16, 2015**

A special meeting of the Board of Directors ("Board") of Coastal Forest Resources Company (the "Company") was held on March 16, 2015 pursuant to notice previously provided by Travis Bryant, President and Chief Executive Officer of the Company. The meeting was conducted via conference call.

Mr. Bryant, Bob Conger, Merrill Light and Randy Light were present and participated in the meeting, which therefore constituted all of the members of the Board and a quorum. Also participating in the meeting by invitation was John Jolley of McNair Law Firm, P.A., Assistant Secretary of the Company. Mr. Bryant called the meeting to order at approximately 8:30 a.m. Eastern Time.

Mr. Bryant began the meeting by announcing that the primary purpose of the meeting was to explore and discuss potential strategic alternatives available for the Company in light of the Company's recent strong financial performance and current market conditions. Mr. Bryant then gave a presentation regarding the Company's recent financial performance along with current market conditions.

After questions and commentary by the members of the Board and lengthy discussion among the members of the Board, the Board concluded that a potential opportunity existed for the Company to explore potential strategic alternatives at this time that could be beneficial to the Company's shareholders, including a potential sale of the Company. The Board also concluded that it would be in the best interest of the Company to engage an independent financial advisor to assist with this strategic review process.

Accordingly, following a duly seconded motion, the Board unanimously adopted the following resolutions:

BE IT RESOLVED, that Travis Bryant, as Director, President and Chief Executive Officer of the Company, hereby is authorized and directed, in the name of and on behalf of the Company, to interview potential independent financial advisors to (a) advise the Company with respect to potential strategic alternatives, including the potential sale of the Company, and (b) assist the Board with its financial analysis of such alternatives; and

RESOLVED, that Mr. Bryant hereby is authorized, with advice of counsel and consultation with other members of the Board as he deems necessary, to negotiate the terms of a potential engagement with such financial advisors and to recommend the engagement of a financial advisor to the Board, with the final selection and engagement of such financial advisor to be approved by the Board; and

ROA 000856

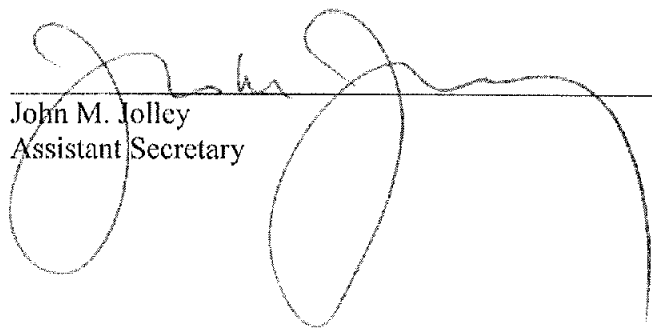
ROA 000857

RESOLVED, that Mr. Bryant hereby is authorized and directed in the name and on behalf of the Board and the Company, to make, execute and deliver or cause to be made, executed and delivered any agreements, undertakings, documents or instruments and to take all such action as Mr. Bryant shall deem necessary or advisable to accomplish the purposes of the foregoing resolutions; and

RESOLVED, any actions taken by the officers of the Company before the date hereof that are within the authority conferred by the foregoing resolutions are hereby ratified, confirmed and approved in all respects as the act and deed of the Company.

There being no further business to consider, the meeting was adjourned at approximately 9:45 a.m. Eastern Time.

Respectfully submitted,



John M. Jolley
Assistant Secretary

ROA 000857

ROA 000858

Exhibit 21

Merrill Light notice of July 12, 2012
and
John Jolley e-mail July 13, 2012

ROA 000858

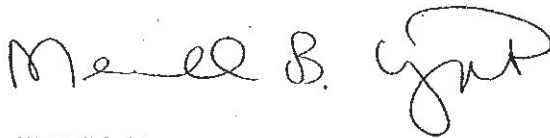
ROA 000859

July 12, 2012

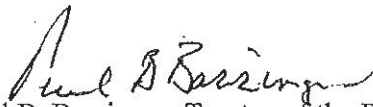
Coastal Forest Resources Company
P.O. Box 1128
Havana, FL 32333
Attention: Corporate Secretary

We hereby withdraw our June 28, 2012 demand for a special meeting of the shareholders of Coastal Forest Resources Company and will not attend the telephonic meeting of shareholders scheduled for July 16, 2012. As a result, the meeting will not have a quorum and cannot be held. We request that the corporation immediately notify the other shareholders that the July 16, 2012 meeting will not be held.

Sincerely,



Merrill B. Light



Paul B. Barringer, Trustee of the Paul B. Barringer Revocable
Trust u/a dated 12/4/98

Cc: Bradley J. Herring

ROA 000859

ROA 000860

Begin forwarded message:

From: "Jolley, John" <JJolley@MCNAIR.NET>
Subject: FW: CFRC - Shareholders Meeting Scheduled for July 16, 2012
Date: July 13, 2012 at 9:50:53 AM EDT
To: "'MHagler@fulcherlaw.com'" <MHagler@fulcherlaw.com>,
'kluzak@archerholdings.com'" <kluzak@archerholdings.com>,
'hamptonluzak@me.com'" <hamptonluzak@me.com>
Cc: "'BHerring@poynerspruill.com'" <BHerring@poynerspruill.com>

Attached please see the email sent to Travis Bryant this morning.

John

ROA 000860

ROA 000861

Exhibit 22

Barringer Family Voting Agreement

ROA 000861

ROA 000862

**BARRINGER FAMILY
VOTING AGREEMENT**

This Voting Agreement dated September 21, 1998 by and between Paul B. Barringer ("Paul"), Merrill Barringer Light ("Merrill"), Victor C. Barringer ("Victor"), Hampton Barringer Luzak ("Hampton") and Paul B. Barringer, II and C. Hobson Goddin, Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer ("Barringer Trust") provides as follows:

RECITALS

A. Each of the parties is a shareholder of Coastal Lumber Company, a Virginia Corporation ("Coastal").

B. Upon favorable action by the shareholders of Coastal on a Plan of Recapitalization (the "Plan") and the issuance of a Certificate of Restatement by the Virginia State Corporation Commission (together, the "Reorganization"), Coastal's authorized capital stock (the "Shares") will consist of 300,000 shares of common stock, of which the parties hereto will own the number of Shares set forth below opposite the name of each party:

<u>NAME</u>	<u>SHARES</u>
Paul	23,905*
Merrill	59,521
Victor	59,521
Hampton	59,521*
Barringer Trust	13,373

*Note: Paul's shares are estimated pending final determination as provided in the Plan, and the shares listed reflect Paul's intention to give one share of common stock to Hampton on the effective date of the Reorganization.

ROA 000862

ROA 000863

C. The parties desire to enter into this Voting Agreement to provide the mechanism whereby their votes as shareholders of Coastal will be cast as a block on each issue presented to the shareholders for consideration.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and of the mutual agreements herein contained, the parties enter into this Voting Agreement pursuant to Section 13.1-670 of the Virginia Stock Corporation Act and agree as follows:

1. From October 4, 1998 until the end of Coastal's fiscal year ending in 2008, each of the parties will vote his or her Shares on each matter voted on at a shareholders' meeting in accordance with Paul's direction, provided that he is mentally competent to make business judgments in respect to Coastal, as determined by two-thirds of the parties other than Paul, voting per capita after considering professional medical and legal advice on the subject.

2. From and after the commencement of Coastal's fiscal year beginning in 2008, or the earlier termination of Paul's power as a result of his mental incompetence as provided in Section 1, above, each of the parties will vote his or her Shares on each matter voted on at a shareholders' meeting in accordance with the collective determination of the parties (the "Determination") established as follows:

(a) Each Determination shall be made by a majority vote of the parties in which (i) each party who is not a full-time employee of Coastal shall be entitled to one vote for each Share owned by such party and (ii) each party who is a full-time employee of Coastal shall be entitled to two votes for each Share owned by such party, except that (iii) in reaching the Determination, the votes of any Shares owned by a trust created by Paul or owned by Paul's

ROA 000863

ROA 000864

estate shall in any event be entitled to one vote per Share which shall be cast in the manner determined only by a majority of those fiduciaries of such trust and estate, voting together as a voting group, who are not shareholders of Coastal, if there are any, or otherwise by a majority of the fiduciaries, voting together as a voting group.

(b) In the event that a Determination cannot be reached because of a tie vote, the Determination shall be made by the majority per capita vote of one or more tiebreakers who are not shareholders of Coastal. The tiebreakers shall be the fiduciaries of Paul's estate, if it owns Shares, and of any trusts created by Paul which own Shares. If there are no such fiduciaries, Paul may name one or more tiebreakers; but if he has not, one or more tiebreakers shall be selected by majority vote of the parties, with each being entitled to cast one vote per Share owned without regard to full-time employment.

3. This Voting Agreement shall bind the parties and their successors in title and/or voting rights in respect to any Shares that they may now or in the future own, and such successors in title shall without further action on their parts become parties bound by this Voting Agreement.

4. Each certificate representing Shares which are subject to the terms of this Agreement shall bear the following legend:

The shares of stock represented by this Certificate, and the voting rights in connection therewith, are subject to the terms of a Barringer Family Voting Agreement between Paul B. Barringer and others, dated as of September 21, 1998, a copy of which is on file at on file at the office of the Corporation.

Coastal has executed this Voting Agreement for the sole purpose of agreeing to place the foregoing legend on each certificate representing each of such Shares.

ROA 000864

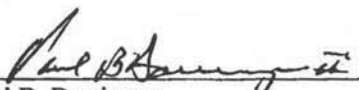
ROA 000865

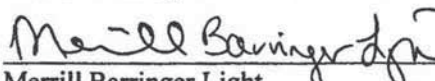
5. No modification, waiver or amendment of this Voting Agreement shall be effective and enforceable unless it is in writing and is signed by each party to the Voting Agreement at the time of such action.

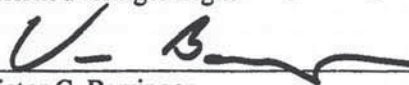
6. This Voting Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, except those laws relating to conflicts of laws.

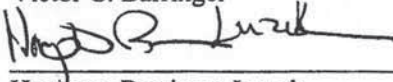
7. This Voting Agreement may be signed in one or more counterparts, each of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

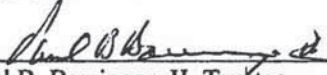
 (SEAL)
Paul B. Barringer

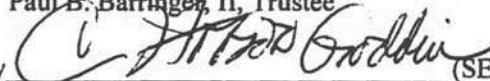
 (SEAL)
Merrill Barringer Light

 (SEAL)
Victor C. Barringer

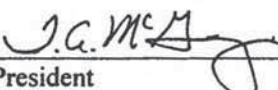
 (SEAL)
Hampton Barringer Luzak

Trust under the Will of Gertrude H.
Barringer for the Benefit of Paul B.
Barringer, II,

By  (SEAL)
Paul B. Barringer, II, Trustee

By  (SEAL)
C. Hobson Goddin, Trustee

COASTAL LUMBER COMPANY

By  (SEAL)
President

#553291

ROA 000865

ROA 000866

Amendment To Barringer Family Voting Agreement

WHEREAS, on September 21, 1998, Paul B. Barringer ("Paul"), Merrill B. Light, Victor C. Barringer, Hampton Barringer Luzak, and Paul B. Barringer and C. Hobson Goddin, Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer ("Barringer Trust") (collectively "the Parties") entered into the Barringer Family Voting Agreement (the "Agreement"), and

WHEREAS, the Parties (or their substitutes, in the Trustees' case) desire to amend clauses (i) and (ii) of Paragraph 2. (a) of the Agreement as follows:

"... (i) each party who is not both a full-time employee of Coastal and a direct lineal descendant of Paul shall be entitled to one (1) vote for each Share owned by such party, and (ii) each party who is both a full-time employee of Coastal and a direct lineal descendant of Paul shall be entitled to two (2) votes for each Share owned by such party. . . ."

NOW, THEREFORE, in consideration of the aforementioned recitals and mutual agreements contained herein, and in consideration of the recitals and mutual agreements contained in the original Agreement, which the Parties acknowledge as remaining in force, the undersigned Parties hereby amend the Agreement as recited above and otherwise reaffirm their rights and obligations under the Agreement as amended by this Agreement.

This Amendment may be signed in one or more counterparts, each of which shall constitute one Amendment.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the dates indicated.

Paul B. Barringer 9/19/04
Paul B. Barringer Date

Merrill Barringer Light Date

Victor C. Barringer Date

Hampton Barringer Luzak Date

Victor C. Barringer, Trustee Date Barton K. Yount, Trustee Date
As Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer

ROA 000866

ROA 000867

Amendment To Barringer Family Voting Agreement

WHEREAS, on September 21, 1998, Paul B. Barringer ("Paul"), Merrill B. Light, Victor C. Barringer, Hampton Barringer Luzak, and Paul B. Barringer and C. Hobson Goddin, Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer ("Barringer Trust") (collectively "the Parties") entered into the Barringer Family Voting Agreement (the "Agreement"), and

WHEREAS, the Parties (or their substitutes, in the Trustees' case) desire to amend clauses (i) and (ii) of Paragraph 2. (a) of the Agreement as follows:

"... (i) each party who is not both a full-time employee of Coastal and a direct lineal descendant of Paul shall be entitled to one (1) vote for each Share owned by such party, and (ii) each party who is both a full-time employee of Coastal and a direct lineal descendant of Paul shall be entitled to two (2) votes for each Share owned by such party. . . ."

NOW, THEREFORE, in consideration of the aforementioned recitals and mutual agreements contained herein, and in consideration of the recitals and mutual agreements contained in the original Agreement, which the Parties acknowledge as remaining in force, the undersigned Parties hereby amend the Agreement as recited above and otherwise reaffirm their rights and obligations under the Agreement as amended by this Agreement.

This Amendment may be signed in one or more counterparts, each of which shall constitute one Amendment.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the dates indicated.

Paul B. Barringer

Date

Merrill Barringer Light
Merrill Barringer Light

9/30/04
Date

Victor C. Barringer

Date

Hampton Barringer Luzak

Date

Victor C. Barringer, Trustee

Date

Barton K. Yount, Trustee

Date

As Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer

ROA 000867

ROA 000868

Amendment To Barringer Family Voting Agreement

WHEREAS, on September 21, 1998, Paul B. Barringer ("Paul"), Merrill B. Light, Victor C. Barringer, Hampton Barringer Luzak, and Paul B. Barringer and C. Hobson Goddin, Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer ("Barringer Trust") (collectively "the Parties") entered into the Barringer Family Voting Agreement (the "Agreement"), and

WHEREAS, the Parties (or their substitutes, in the Trustees' case) desire to amend clauses (i) and (ii) of Paragraph 2. (a) of the Agreement as follows:

"... (i) each party who is not both a full-time employee of Coastal and a direct lineal descendant of Paul shall be entitled to one (1) vote for each Share owned by such party, and (ii) each party who is both a full-time employee of Coastal and a direct lineal descendant of Paul shall be entitled to two (2) votes for each Share owned by such party. . . ."

NOW, THEREFORE, in consideration of the aforementioned recitals and mutual agreements contained herein, and in consideration of the recitals and mutual agreements contained in the original Agreement, which the Parties acknowledge as remaining in force, the undersigned Parties hereby amend the Agreement as recited above and otherwise reaffirm their rights and obligations under the Agreement as amended by this Agreement.

This Amendment may be signed in one or more counterparts, each of which shall constitute one Amendment.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the dates indicated.

Paul B. Barringer

Date

Merrill Barringer Light

Date



Victor C. Barringer

Date

Hampton Barringer Luzak

Date

Victor C. Barringer, Trustee

Date

Barton K. Yount, Trustee

Date

As Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer

ROA 000868

ROA 000869

Amendment To Barringer Family Voting Agreement

WHEREAS, on September 21, 1998, Paul B. Barringer ("Paul"), Merrill B. Light, Victor C. Barringer, Hampton Barringer Luzak, and Paul B. Barringer and C. Hobson Goddin, Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer ("Barringer Trust") (collectively "the Parties") entered into the Barringer Family Voting Agreement (the "Agreement"), and

WHEREAS, the Parties (or their substitutes, in the Trustees' case) desire to amend clauses (i) and (ii) of Paragraph 2. (a) of the Agreement as follows:

"... (i) each party who is not both a full-time employee of Coastal and a direct lineal descendant of Paul shall be entitled to one (1) vote for each Share owned by such party, and (ii) each party who is both a full-time employee of Coastal and a direct lineal descendant of Paul shall be entitled to two (2) votes for each Share owned by such party. . . ."

NOW, THEREFORE, in consideration of the aforementioned recitals and mutual agreements contained herein, and in consideration of the recitals and mutual agreements contained in the original Agreement, which the Parties acknowledge as remaining in force, the undersigned Parties hereby amend the Agreement as recited above and otherwise reaffirm their rights and obligations under the Agreement as amended by this Agreement.

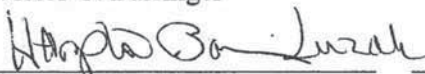
This Amendment may be signed in one or more counterparts, each of which shall constitute one Amendment.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the dates indicated.

Paul B. Barringer Date

Merrill Barringer Light Date

Victor C. Barringer Date



Hampton Barringer Luzak Date

Victor C. Barringer, Trustee Date Barton K. Yount, Trustee Date
As Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer

ROA 000869

ROA 000870

Amendment To Barringer Family Voting Agreement

WHEREAS, on September 21, 1998, Paul B. Barringer ("Paul"), Merrill B. Light, Victor C. Barringer, Hampton Barringer Luzak, and Paul B. Barringer and C. Hobson Goddin, Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer ("Barringer Trust") (collectively "the Parties") entered into the Barringer Family Voting Agreement (the "Agreement"), and

WHEREAS, the Parties (or their substitutes, in the Trustees' case) desire to amend clauses (i) and (ii) of Paragraph 2. (a) of the Agreement as follows:

"... (i) each party who is not both a full-time employee of Coastal and a direct lineal descendant of Paul shall be entitled to one (1) vote for each Share owned by such party, and (ii) each party who is both a full-time employee of Coastal and a direct lineal descendant of Paul shall be entitled to two (2) votes for each Share owned by such party. ..."

NOW, THEREFORE, in consideration of the aforementioned recitals and mutual agreements contained herein, and in consideration of the recitals and mutual agreements contained in the original Agreement, which the Parties acknowledge as remaining in force, the undersigned Parties hereby amend the Agreement as recited above and otherwise reaffirm their rights and obligations under the Agreement as amended by this Agreement.

This Amendment may be signed in one or more counterparts, each of which shall constitute one Amendment.

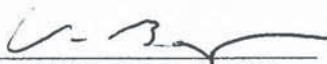
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the dates indicated.

Paul B. Barringer Date

Merrill Barringer Light Date

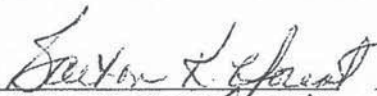
Victor C. Barringer Date

Hampton Barringer Luzak Date



Victor C. Barringer, Trustee Date

As Trustees of the Paul B. Barringer, II Trust under the Will of Gertrude H. Barringer

 9/3/04

Barton K. Yount, Trustee Date

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO. 2019-cv-07-1294

**IN THE MATTER OF ESTATE OF
PAUL B. BARRINGER, II,**

HAMPTON BARRINGER LUZAK,

Petitioner,

V.

MERRILL U. BARRINGER,

Respondent.

**CERTIFICATE OF RETURN
TO CIRCUIT COURT FOR
CASE ON REMOVAL FROM
PROBATE COURT**

2019 JUN -4 PM 3:31
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

**TO: CIRCUIT COURT FOR FOURTEENTH JUDICIAL CIRCUIT OF SOUTH
CAROLINA:**

This certifies that the attachments are true copies of the proceedings in the above-referenced matter (commenced in Probate Court Case No. 2016ES0700517), which are submitted herewith by reason of the removal of the matter to the Circuit Court by Order of the Beaufort County Probate Court (copy attached) entered June 4, 2019, pursuant to S.C. Code Section 62-1-302(d).


Deputy Clerk of Probate Court
Beaufort County Probate Court

Beaufort, South Carolina
June 4, 2019

CERTIFICATE OF MAILING

This certifies that a true copy of the foregoing Certificate of Return to Circuit Court for Case on Removal, without attachments, was this day mailed by U. S. Mail, first class and postage prepaid, to the following named persons at their respective addresses shown below:

Charles B. Macloskie, Esquire
Macloskie Law Firm
P.O. Box 280
Beaufort, South Carolina 29901

J. Ashley Twombly, Esquire
Twenge & Twombly Law Firm
311 Carteret Street
Beaufort, South Carolina 29902

James R. Gilreath, Esquire
William M. Hogan, Esquire
The Gilreath Law Firm, P.A.
P.O. Box 2147
Greenville, South Carolina 29602

Harley D. Ruff, Esquire
Ruff & Ruff, LLC
17 Professional Village Circle
Beaufort, South Carolina 29907

S. Alan Medlin, Esquire
1713 Phelps Street
Columbia, South Carolina 29205

2019 JUN -4 PM 3:31
JENNIFER ROSE
CLERK OF COURT
BEAUFORT COUNTY, S.C.



Deputy Clerk of Probate Court
Beaufort County Probate Court

Beaufort, South Carolina
June 4, 2019

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORTESTATE OF PAUL B. BARRINGER, II
HAMPTON BARRINGER LUZAK

Plaintiff(s)

vs.

MERRILL U. BARRINGER

Defendant(s)

Submitted By: CHARLES B. MACLOSKIEAddress: P.O. Box 280, BEAUFORT, S.C. 29901IN THE COURT OF COMMON PLEAS
ROA 000873

CIVIL ACTION COVERSHEET

2019 -CP - 07 -

1294

SC Bar #: 3514Telephone #: (843) 524-0909Fax #: (843) 521-1379

Other: _____

E-mail: MACLOSKIELAWFIRM@HARGRAY.COM

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ General (130) ☐ Breach of Contract (140) ☐ Fraud/Bad Faith (150) ☐ Failure to Deliver/Warranty (160) ☐ Employment Discrim (170) ☐ Employment (180) ☐ Other (199) _____ Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599) _____	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20 ____ -NI- ____ - ☐ Notice/ File Med Mal (230) ☐ Other (299) _____ Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture—Consent Order (850) ☐ Other (899) _____ Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☒ Other (699) _____ ☐ Sexual Predator (510) ☐ Permanent Restraining Order (680) ☐ Interpleader (690)	Torts - Personal Injury ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Assault/Battery (370) ☐ Slander/Libel (380) ☐ Other (399) _____ Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Incapacitated Adult Settlement (790) ☐ Other (799) _____ ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Pre-Suit Discovery (670)	Real Property ☐ Claim & Delivery (400) ☐ Eminent Domain (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499) _____ Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991) ☐ Other (999) _____

Submitting Party Signature:

Charles B. Macloskie

Date:

May 31, 2019
ROA 000873

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FILED

ROA 000874

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF BEAUFORT

2019 MAY 29 PM 1:49

MOTION FOR REMOVAL

PROBATE COURT

Hampton Barringer Luzak, Plaintiff, BEAUFORT COUNTY, SC CASE NUMBER: 2016-ES-07-00517

v.

Merrill U Barringer, Defendant.

A formal proceeding concerning the above matter was commenced on May 29, 2019. The undersigned hereby moves for removal of this action, along with all related proceedings, to the Circuit Court and asserts that this action is removable because it involves the following:

- ☐ Probate of Will
- ☐ Appointment of Personal Representative
- ☒ Construction of Will
- ☒ Title to property in which the Estate of a decedent asserts an interest
- ☒ Internal or external matter involving a trust (excluding "special needs trusts")
- ☒ Action in which there is a right to trial by jury and in which the amount in controversy is at least \$5,000
- ☐ Action concerning gifts under the SC Uniform Gifts to Minors Act

This Motion is made no later than ten (10) days from June 28, 2019, the date on which all responsive pleadings were filed. By copy of this Motion, the undersigned is giving notice to interested persons as required by law.

Executed this 29th day of May, 2019.

MACLOSKIE LAW FIRM

By: Charles B. Macloskie
Charles B. Macloskie (S.C. Bar No. 3514)
P.O. Box 280
1506 Prince Street
Beaufort, SC 29901
Telephone: (843) 524-0909
Fax: (843) 521-1379
macloskielawfirm@hargray.com

and

James R. Gilreath (SC Bar #2133)
William M. Hogan (SC Bar #65272)
THE GILREATH LAW FIRM, P.A.
110 Lavinia Avenue (zip 29601)
P. O. Box 2147
Greenville, SC 29602
Telephone: (864) 242-4727
Fax: (864) 232-4395

ROA 000874

ROA 000875

jim@gilreathlaw.com
bhogan@gilreathlaw.com

and

S. Alan Medlin (SC Bar # 3924)
1713 Phelps Street
Columbia, SC 29205
Telephone: (803) 777-7465
Fax: (803) 777-7465
amedlin@sc.rr.com

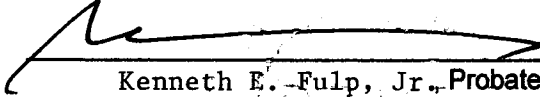
**ATTORNEYS FOR PETITIONER
HAMPTON BARRINGER LUZAK**

ROA 000875

ORDER FOR REMOVAL

- ☐ It is hereby ORDERED on the Court's own Motion that this action be removed to the Circuit Court.
- ☐ Jurisdiction is retained as to all other matters involving this case.
- ☐ The related matters of _____ are also removed to serve the best interest of the Estate and/or the interest of judicial economy.
- ☒ The Motion for Removal is hereby GRANTED. This action shall be removed to the Circuit Court; Provided that*
- ☐ Jurisdiction is retained as to all other matters involving this case.
- ☐ The related matters of _____ are also removed to serve the best interest of the Estate and/or the interest of judicial economy.
- * this Probate Court retains continuing exclusive jurisdiction over the administration
- ☐ It is hereby ORDERED that the Motion for Removal is DENIED because _____ of the decedent's estate.

Executed this 4th day of June, 2019.


Kenneth E. Fulp, Jr., Probate Court Judge

2019 JUN -4 PM 3:34
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

CERTIFICATION OF COPY

This document consisting of 1 page(s) is hereby certified to be a true copy of the original document on file in the Probate Court of Beaufort County, South Carolina. In witness whereof, I have hereto set my official signature and affixed the seal of the Probate Court, at the County and State aforesaid.

Date 6/4/19 Name Cheryl N. Orr (Seal)

Title Deputy Clerk Beaufort County Probate Court
South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE PROBATE COURT
Case No.: 2016-ES-07-00517

In the Matter of:
Estate of Paul B. Barringer, II

Hampton Barringer Luzak,

Petitioner,

v.

Merrill U. Barringer,

Respondent.

SUMMONS

2019 MAY 29 PM 1:47
PROBATE COURT
BEAUFORT COUNTY, SC

FILED

TO: THE RESPONDENT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is served upon you herewith, and to serve a copy of your answer to the said Complaint on the subscribers listed on the following signature page at their office located at 110 Lavinia Avenue (zip 29601), Post Office Box 2147, Greenville, South Carolina 29602, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

[Signature and addresses on next page]

//

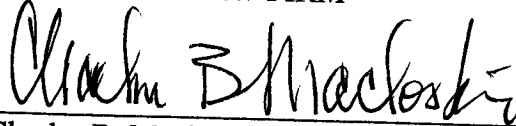
//

//

//

Respectfully submitted,

MACLOSKIE LAW FIRM



Charles B. Macloskie (S.C. Bar No. 3514)

P.O. Box 280

1506 Prince Street

Beaufort, SC 29901

Telephone: (843) 524-0909

Fax: (843) 521-1379

macloskielawfirm@hargray.com

and

James R. Gilreath (S.C. Bar No. 02133)

William M. Hogan (S.C. Bar No. 65272)

THE GILREATH LAW FIRM, P.A.

110 Lavinia Avenue (zip 29601)

P. O. Box 2147

Greenville, SC 29602

Telephone: (864) 242-4727

Fax: (864) 232-4395

jim@gilreathlaw.com

bhogan@gilreathlaw.com

and

S. Alan Medlin (S.C. Bar No. 3924)

1713 Phelps Street

Columbia, SC 29205

Telephone: (803) 777-7465

Fax: (803) 777-7465

amedlin@sc.rr.com

**ATTORNEYS FOR PETITIONER
HAMPTON BARRINGER LUZAK**

Dated: May 29, 2019
Beaufort, South Carolina.

FILED

ROA 000879

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF BEAUFORT)

Case No.: 2016-ES-07-00517

In the Matter of:)

Estate of Paul B. Barringer, II)

COMPLAINT

Hampton Barringer Luzak,)

Petitioner,)

v.)

JURY TRIAL DEMANDED

Merrill U. Barringer,)

Respondent.)

PARTIES AND JURISDICTION

1. The parties and their residences are as follows:

(a) The Petitioner, Hampton Barringer Luzak ("Hampton Luzak"), is a resident of Jackson, Wyoming and is the daughter of decedent Paul Brandon Barringer, II ("Decedent Paul Barringer").

(b) The Respondent, Merrill U. Barringer ("Mrs. Barringer," or "Merrill U. Barringer" or "Merrill Barringer"), is a citizen and resident of Hilton Head Island, County of Beaufort, in South Carolina, is the widow of Paul Barringer, II, and is named as a defendant in this action in her individual capacity.

2. Paul Brandon Barringer, II died in Beaufort County on May 30, 2016 at the age of 85.

3. On June 9, 2016, Mrs. Barringer applied for an informal probate of Decedent Paul Barringer's alleged will dated February 5, 2015 and for an informal appointment of herself as

ROA 000879

personal representative of Decedent Paul Barringer's estate. On the same date, Merrill Light and attorney John M. Jolley filed Renunciations of Right to Administration and/or Nomination, renouncing their right to serve as personal representative of Decedent Paul Barringer's estate.

4. On June 9, 2016, the Beaufort County Probate Court admitted the alleged will to informal probate and granted Mrs. Barringer's application for informal appointment as personal representative. Decedent Paul Barringer's estate is currently being administered in the Beaufort County Probate Court (the "Estate").

5. Decedent Paul Barringer allegedly signed a document on February 5, 2015 that purports to be an amended and restated trust agreement with Merrill Light named as trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998 (see paragraphs 34, 75 and 96 below).

6. On information and belief, while Decedent Paul Barringer was alive, Merrill Light undertook a scheme to effect a transfer of Decedent Paul Barringer's voting stock in Coastal Forest Resources Company, Inc. ("CFRC") to a revocable trust under her control and for her benefit and of which she is the trustee.

7. This Court has the authority and jurisdiction under S.C. Const. art. V, S.C. Code Ann. §§ 62-1-302, 62-7-201 and 62-7-202: to determine whether Mrs. Barringer has breached her confidential and fiduciary duty not to exercise the testamentary power of appointment given her, and/or intentionally interfered with Petitioner Hampton Luzak's inheritance and/or expectancy of gift, and/or breached her contract not to revoke her will; (b) to enjoin Mrs. Barringer from exercising her testamentary power of appointment and/or to breach her contract not to revoke her will; and (c) to grant appropriate relief for all the above.

GENERAL ALLEGATIONS

8. Petitioner Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

9. Decedent Paul Barringer and Mrs. Barringer together had three children, namely Merrill Underwood Barringer n/k/a Merrill B. Light, Victor C. Barringer, and Petitioner Hampton Luzak formerly known as Anne Hampton Barringer.

10. Decedent Paul Barringer acquired an interest in the predecessor to CFRC from his father, Victor Barringer, in the 1950s. He and his family members have had a controlling interest in CFRC since the 1990s. CFRC is a privately held Virginia corporation, whose headquarters are in Havana, Florida. CFRC is engaged in the manufacturing and distribution of plywood, treated lumber and other related products, as well as the ownership, management and sale of timber and timberlands across the eastern United States. CFRC has been described as one of the country's largest privately-held forest products companies.

11. Petitioner Hampton Luzak enjoyed a close family relationship with her father and her mother until recent years. Petitioner Hampton Luzak always maintained great respect for her father including the lifetime of work Decedent Paul Barringer undertook to build his businesses in the timber and lumber industries, including CFRC.

12. Around 1989, Decedent Paul Barringer transferred an equal number of voting shares in Coastal Lumber Company, a predecessor to CFRC, to Petitioner Hampton Luzak, Merrill Light, and their brother Victor Barringer.

13. Following her marriage to Kevin Luzak in 1992, Petitioner Hampton Luzak continued a close association with her father and his businesses. Decedent Paul Barringer

invited Kevin Luzak to join the board of directors of CFRC's predecessor, Coastal Lumber Company, in 1993. In 2004 Kevin Luzak became the president following the restructuring of Coastal Lumber Company, in which Coastal Lumber Company spun off certain assets to a separate entity controlled by Victor Barringer in exchange for Victor Barringer's surrender of the majority of his ownership, including all his voting interest, in the remaining business (the "Restructuring"). The remaining business was recapitalized in 2004 and was henceforth known as Coastal Forest Resources Company. Kevin Luzak eventually became the chief executive officer ("CEO") of CFRC in 2009.

14. Through hard work and wise investing, Decedent Paul Barringer built up a substantial estate anchored by his lumber and timber companies under the CFRC umbrella and its predecessor Coastal Lumber Company. Throughout his years of estate planning, Decedent Paul Barringer always treated his two daughters, Petitioner and Merrill Light, equally, particularly in respect to CFRC. By consenting to the Restructuring, which occurred at the request of his son Victor Barringer, Decedent Paul Barringer made other asset arrangements for Victor Barringer outside of CFRC. Decedent Paul Barringer's intentions about his ownership plan for CFRC and his overall estate plan were discussed regularly at family gatherings over a number of years. It was Decedent Paul Barringer's long-held intent to keep CFRC in his family with equal control between his daughters.

15. Consistent with his intent to maintain equal voting power between his daughters, on August 21, 1996 Decedent Paul Barringer entered into a Stock Purchase Agreement with Petitioner Hampton Luzak, Merrill Light and other shareholders in the predecessor company of CFRC. The purpose and effect of the agreement was to place certain restrictions on the transferability of the corporation's stock held by any of the Barringers so as to afford the

corporation and each of the Barringers an equal right to acquire any stock of the corporation which a shareholder may desire to transfer to any outside person or entity.

16. Based on recurring family meetings, the children of Decedent Paul Barringer continued to recognize their father's central goals of his estate plan which were to keep the ownership of the shares in CFRC equal between Decedent Paul Barringer's daughters and to maintain the proportional ownership as Decedent Paul Barringer had established. Therefore, on September 21, 1998, Decedent Paul Barringer, individually and as co-trustee of his mother's testamentary trust, along with Merrill Light, Petitioner Hampton Luzak and Victor Barringer, entered into a Barringer Family Voting Agreement under Decedent Paul Barringer's direction (Exhibit 22 – Barringer Family Voting Agreement). The Barringer Family Voting Agreement shows that Petitioner Hampton Luzak, Merrill Light and their brother Victor Barringer each held an equal number of shares of common stock (59,521 shares) in CFRC's predecessor company Coastal Lumber and that no one else held more shares than any one of them. As noted above, Victor Barringer at his own request later surrendered his voting stock (and a majority of his ownership) in exchange for interests in other entities upon the Restructuring.

17. On December 4, 1998 Decedent Paul Barringer, as settlor, executed the Paul B. Barringer, II Revocable Trust dated December 4, 1998 (hereafter referred to as the "Revocable Trust" including any subsequent amendments thereto) with Decedent Paul Barringer serving as trustee.

18. Consistent with his frequently stated intention to treat his daughters equally in respect to CFRC ownership, on December 22, 1998, Decedent Paul Barringer created the Paul B. Barringer, II Family Trust ("the Family Trust") under agreement dated December 22, 1998, which was an irrevocable trust. Under the terms of the Family Trust as originally created on

December 22, 1998 and as existed on October 3, 2004, during the lifetime of Decedent Paul Barringer and Mrs. Barringer, the assets of the Family Trust were available to be used for the health, education, support and maintenance of Decedent Paul Barringer's descendants at the trustee's discretion. After the death of Decedent Paul Barringer and Mrs. Barringer, the Family Trust was then to be divided into three separate and equal shares for the benefit of each of Decedent Paul Barringer's children then living and a share for any predeceased child. In connection with the Restructuring, Decedent Paul Barringer placed 2,295,528 non-voting shares of CFRC stock into the Family Trust on October 3, 2004.

19. In keeping with Decedent Paul Barringer's long-term estate planning arrangements of treating his daughters equally in respect to CFRC, on October 3, 2004 CFRC issued to both Merrill Light and Petitioner Hampton Luzak 6,428,058 shares each of non-voting stock in CFRC as part of the Restructuring. This issuance of equal stock to Petitioner Hampton Luzak and Merrill Light occurred at the same time Decedent Paul Barringer conveyed the 2,295,528 non-voting shares to the Family Trust.

20. Also on or about October 3, 2004, CFRC, at Decedent Paul Barringer's direction, issued approximately 31% of the voting shares in CFRC to Merrill Light, consisting of 59,521 CFRC shares, and an equal 31%, consisting of 59,521 shares, to Petitioner Hampton Luzak. Decedent Paul Barringer retained approximately 20% of the CFRC voting stock consisting of 38,272 shares. The family of Stephen H. Conger, who was unrelated and otherwise unaffiliated with the Barringers, owned the remaining 18% of the CFRC voting stock comprising 33,452 shares.

21. On or about September 22, 2006, Decedent Paul Barringer filed a petition in Beaufort County Probate Court to modify the irrevocable Family Trust to provide that the trust

assets would be divided immediately into equal, separate shares for Decedent Paul Barringer's three children instead of at the death of Decedent Paul Barringer and Mrs. Barringer. This petition for modification to create immediately vested separate and equal shares for Decedent Paul Barringer's children was approved by the probate court and carried out by a First Amendment to Trust dated October 16, 2006. On or about October 31, 2007 the 2,295,528 shares of non-voting stock held in the Family Trust were re-certificated into three separate and equal tranches of 765,176 shares for each of Decedent Paul Barringer's three children. According to the CFRC Nonvoting Stock Register as of May 7, 2012, the three newly-created Family Trust shares were denominated as "Paul B. Barringer, II Irrevocable Family Trust fbo Victor Barringer, II", "Paul B. Barringer, II Irrevocable Family Trust fbo Merrill Barringer Light", and "Paul B. Barringer, II Irrevocable Family Trust fbo Hampton Barringer Luzak." The modified terms of the Family Trust continue to define the operation of the three newly-created shares for each of Decedent Paul Barringer's children.

22. Around November of 2008, Decedent Paul Barringer entered into discussions with minority shareholder Robert C. L. Conger about a possible buyout of the Conger family's minority interest in CFRC. During the buyout discussions and communications, Decedent Paul Barringer, in keeping with his long held plan to treat his two daughters equally, informed Mr. Conger by letter of November 14, 2008 that "I want to make sure that a stock sale is fair to one and all, Barringer girls and Conger boys."

23. In further recognition of the importance Decedent Paul Barringer placed on maintaining the existing proportionate ownership in Decedent Paul Barringer's forest products business, including an equal ownership between Merrill Light and Petitioner Hampton Luzak, the three siblings – Petitioner Hampton Luzak and Merrill Light and Victor Barringer – entered

into an Agreement Regarding Right to Purchase Shares of CFRC on February 1, 2010 ("2010 Shareholders Agreement"). In the Agreement the Barringer children agreed to keep the proportionate ownership of the CFRC stock equal between Petitioner Hampton Luzak and Merrill Light by providing that CFRC has the right to purchase any shares that are offered for sale by, purchased, or otherwise acquired from, another CFRC shareholder. CFRC was also a party to the 2010 Shareholders Agreement, but Paul Barringer was not a party.

24. By late 2009, Merrill Light's husband, Randy Light, was experiencing significant financial troubles with some of his companies as a result of certain disastrous Texas real estate investments financed by the Stillwater National Bank of Stillwater, Oklahoma ("Stillwater") and Patriot Bank of Houston, Texas. By November 2009, RVL Texas Properties, LLC ("RVL"), owned in part by Randy Light, was in default on its \$4 million loan to Patriot Bank on its condominium/marina project in South Texas. Randy Light, who served as RVL's president, surreptitiously acquired RVL's delinquent debt through an undisclosed entity, LIRVP, L.L.C., solely owned by Randy Light, without the knowledge or consent of the other three members of RVL. Randy Light, through LIRVP, L.L.C., then demanded payment of RVL's delinquent debt by threatening RVL and its other members with foreclosure of RVL's real estate and deficiency judgments against his co-members in RVL. On January 4, 2010 RVL was forced into bankruptcy in the Southern District of Texas Bankruptcy Court due to Randy Light's "self-dealing" actions. Randy Light then opposed the bankruptcy, and RVL and its other members filed an adversary proceeding against Randy Light alleging he had effectively led a hostile takeover of RVL to seize its only asset for his own benefit. In the adversary proceeding, RVL and its other members described Randy Light's "self-dealing" actions towards RVL as

“fraudulent” and “intentional, outrageous and malicious.” RVL’s South Texas project ultimately failed.

25. By September 2010, The Stretford at the Cascades, LP (“SAC”), another condominium development company controlled by Merrill Light’s husband, Randy Light, was going through severe financial problems related to its Texas real estate investments. In an e-mail from Randy Light to Michael Mattson at Stillwater on September 24, 2010, Randy Light stated, “I really am having a difficult time convincing my wife [Merrill Light] to support a letter of credit to back these two notes. . .” Petitioner Hampton Luzak is informed and believes that at or about this point in time Randy Light and/or his condominium development companies, RVL and SAC, were facing exposure of up to \$26 million in debt with Randy Light being a joint-and-several, and later, a sole guarantor of a significant portion thereof.

26. On December 28, 2010, SAC issued a check payable to Patriot Bank of Houston, Texas for \$150,561.83 for the benefit of LIRVP, LLC which was a separate entity owned and controlled by Randy Light. On January 28, 2011 SAC issued another check to Patriot Bank for \$3,408.00 for the benefit of RVL. The bankruptcy trustee for SAC later characterized these checks by Randy Light’s entity, SAC, as fraudulent transfers. In a subsequent successful adversary proceeding against Patriot Bank to avoid the payments, the bankruptcy trustee recovered a significant portion of these fraudulent transfers.

27. As the financial pressure on Randy Light intensified following a lawsuit by homeowners at SAC, Randy Light wrote to Jerry Lanier, a senior credit officer at Stillwater, on March 10, 2011 explaining “you can only imagine the pressure on my side with this latest development and the atmosphere here at home.” On April 15, 2011 Randy Light again responded to Jerry Lanier at Stillwater, about the latest debt restructuring proposal, by stating he

needed his overall exposure to Stillwater to be approximately \$11 Million “due to the fact of all the financial burdens I am dealing with.”

28. The first clear signs of Decedent Paul Barringer’s cognitive problems came to light in early 2011, when Paul Barringer admitted to Kevin Luzak, Petitioner’s husband and the CEO of CFRC at that time, that he needed Kevin Luzak’s help understanding numbers related to the business and to various negotiations that were then taking place. Decedent Paul Barringer’s memory also began to deteriorate during that period of time and his behavior became erratic.

29. On December 2, 2011, Atlantic Radiology Associates reported in its medical records that Decedent Paul Barringer suffered from, and had a history of, “Dementia, abnormal gait” following an MRI of the brain and intracranial MRA.

30. On December 15, 2011, Decedent Paul Barringer and his wife Merrill Barringer executed durable powers of attorney naming the other as agent and Merrill Light as alternate agent. (See Exhibit 1, P. Barringer D.P.A. dated 12/15/11). The powers of attorney were prepared by attorney John Jolley from the Hilton Head office of the McNair Law Firm. Petitioner Hampton Luzak is informed and believes this is the first time her parents employed the services of John Jolley. Petitioner Hampton Luzak is further informed and believes that John Jolley at that point had been serving as the estate planning attorney for Merrill and Randy Light for a number of years, possibly ten to fifteen years. Decedent Paul Barringer had been using another estate planning attorney for many years prior to this, and he was not normally quick to put his trust in counsel that he was not familiar with.

31. In January 2012, while Petitioner Hampton Luzak was visiting her parents in Hilton Head, she fortuitously met Merrill Light while standing in their parents’ driveway. Merrill Light informed Petitioner Hampton Luzak that Decedent Paul Barringer’s insurance

agent Robert Slane was coming to Hilton Head for estate planning meetings with their parents and that she was getting involved in her father's estate planning. Merrill Light informed Petitioner Hampton Luzak that she (Merrill Light) would be the agent under Decedent Paul Barringer's power of attorney. Merrill Light's statement about becoming involved in their father's estate planning induced Hampton Luzak to believe Merrill Light would be protecting Decedent Paul Barringer's long-time estate plan which included planned distributions to Hampton Luzak. Hampton Luzak had no idea her sister would tell her she was involved in their father's estate planning while her sister was planning on taking her father's CFRC voting stock intended for Hampton Luzak, since it was well understood that Decedent Paul Barringer had always treated his daughters equally regarding ownership of CFRC stock.

32. On February 18, 2012, members of the Barringer family met to discuss company plans. Included in the meeting were Decedent Paul Barringer and his wife Merrill Barringer, Merrill Light, Petitioner Hampton Luzak and her husband, Kevin Luzak, who was at that time the CEO of CFRC. The discussion centered on Kevin Luzak's recommendations on future strategy to the shareholders, which were focused on (i) actions that would both increase the cash flow generated by the Company's existing operating businesses; (ii) adding new business lines that would both diversify risk and generate tax and operating expense efficiencies for shareholders; and (iii) financing this diversification through the sale of a small portion of Company timberlands that had been deemed by management as no longer capable of generating acceptable returns to the shareholders. Kevin Luzak and Decedent Paul Barringer had worked together on the acquisition of commercial real estate properties in Alexandria Virginia during 2011 that created a useful example of the type of diversifying activity that Kevin Luzak was recommending that the shareholders consider. The discussion also included Kevin Luzak's

request that his compensation be evaluated. Recognizing that the owners might prefer not to pursue the strategy that he outlined, or might not be able to come to an agreement about his compensation, Kevin Luzak offered to cede his role as CEO of CFRC. Mrs. Barringer responded to this offer by saying, "You have to stay. You are family." At the meeting, however, Decedent Paul Barringer was having trouble communicating and forming words due to his mental ailments.

33. During this time in early 2012 the mental afflictions of Decedent Paul Barringer continued to worsen. During the CFRC board of director's meeting in February 2012, Decedent Paul Barringer was completely confused and incoherent and had tremendous difficulty speaking.

34. According to the privilege log filed in the name of Paul Barringer in subsequent federal court litigation (as described below starting in paragraph 104(b)), Decedent Paul Barringer's Revocable Trust was purportedly amended for the first time on February 28, 2012. (See Exhibit 2, P. Barringer Privilege Log).

35. Prior to the spring of 2012 Decedent Paul Barringer and Kevin Luzak had enjoyed a close personal and business relationship for the more than 20 years of Kevin's marriage to Hampton Luzak. For at least three years prior to this time, Kevin Luzak had been presenting and discussing with the board of directors and its committees ideas for a new long-term strategic plan for CFRC (which would be subject to board approval), and Decedent Paul Barringer had participated in all the meetings and discussions. Following the February 2012 board of directors presentation, Decedent Paul Barringer, as a result of the worsening of dementia, made completely unfounded accusations to Kevin Luzak that he (Kevin) was trying in effect to steal the company.

36. Decedent Paul Barringer was seen by Dr. Paul Long on April 3, 2012. Dr. Long stated in his records, "This patient is demented. At least, he has lost a lot of his energy, but we are not 100% sure whether this is Alzheimer's disease."

37. On or about April 25, 2012, the board of directors of CFRC held a regular meeting in Charleston. Present at the meeting were the four board members Kevin Luzak, Merrill Light, Decedent Paul Barringer and Michael Hagler. Mr. Hagler, an attorney in Augusta, GA with Fulcher Hagler, LLP, was the sole independent member of the board of directors with no affiliation with any of the Barringers other than his role as a CFRC board member. Also present were corporate attorney Brad Herring, advisors Mark Sanford and Tom Rockwood, guest advisor Steve Jones, and CFRC officers Tom Evans and Travis Bryant. The meetings were uneventful as the company's operations and financial performance were discussed and an update on the strategic plan was presented. Decedent Paul Barringer, however, again seemed very confused and was having trouble communicating and forming words as he did in the February 2012 meeting.

38. In the several days following the meeting, Decedent Paul Barringer had an extremely negative reaction to the meeting and accused the "four people from New York" of trying to steal the company. He also falsely accused Kevin Luzak of throwing Merrill Light and him out of the meeting and of physically throwing a book at Merrill Light during the meeting.

39. At no time following the April 25, 2012 board meeting did Decedent Paul Barringer contact Kevin Luzak to discuss any of the matters that apparently agitated him, even though Kevin Luzak was CFRC's CEO and a member of the board of directors.

40. The accusations described in paragraph 38 above by Decedent Paul Barringer temporarily ended when he was hospitalized on May 2, 2012 at St. Joseph's Hospital in

Savannah, Georgia. Decedent Paul Barringer was diagnosed with advanced dementia and complications related to a prior prostate surgery.

41. During Decedent Paul Barringer's stay at St. Joseph's Hospital, his attending physician noted on May 2, 2012 that Decedent Paul Barringer had "progressive confusion" and that he was "a particularly poor historian this evening" after being asked personal background questions. The physician noted Decedent Paul Barringer was "not oriented to place or time. He, when focused, can answer questions for about 30 seconds but then loses focus." The attending physician also noted that Decedent Paul Barringer "does not recall any details about his prostate cancer followup except that he had 'troubles' " and "[h]e does not recall when he had treatment."

42. On May 3, 2012, neurological testing was done at St. Joseph's Hospital on Decedent Paul Barringer. The testing physician stated that Decedent Paul Barringer had "an abnormal EEG" which is a neurological test that measures and records the electrical activity of the brain.

43. On May 4, 2012, Decedent Paul Barringer was discharged home with prescriptions for Aricept and Seroquel "as needed for confusional state". The discharge papers concluded as the primary ailment "confusion, secondary to evolving semantic dementia." The discharge summary further stated one of Decedent Paul Barringer's treating doctors opined that "[t]he patient had evolving semantic dementia and noted that at times Aricept might not be of very much help." The discharge papers further provided that the treating physicians concluded Decedent Paul Barringer had semantic dementia.

44. After Decedent Paul Barringer was discharged on Friday, May 4, 2012 from the hospitalization related to the progression of his previously diagnosed dementia, the CFRC stock register shows that, on the following business day Monday May 7, 2012, Decedent Paul

Barringer allegedly transferred the 38,272 voting shares certificated in his name on CFRC share certificate number one to himself as trustee of the Paul B. Barringer Irrevocable Trust dated December 4, 1998. (See Exhibit 3, Stock Register CFRC 628). According to the CFRC Stock Register, CFRC cancelled share certificate number one and re-certificated those shares to share certificate number 13 on May 7, 2012. Petitioner Hampton Luzak has no knowledge that any trust by the exact name of the "Paul B. Barringer Irrevocable Trust U/A Dated December 4, 1998" ever existed.

45. On May 8, 2012, the day following the purported transfer of Decedent Paul Barringer's voting shares to himself as trustee of the Paul B. Barringer Irrevocable Trust dated December 4, 1998, Dr. Paul Long of Hilton Head examined Decedent Paul Barringer. As part of the examination, Dr. Long also talked to three doctors at St. Joseph's Hospital where Decedent Paul Barringer was hospitalized the previous week. Dr. Long noted that Decedent Paul Barringer "is still confused and still has a poor memory." He assessed Decedent Paul Barringer as having dementia. He further noted that Decedent Paul Barringer's medical plans were to seek further treatment at the Medical University of South Carolina and the Cleveland Clinic.

46. During this time period in May of 2012, Decedent Paul Barringer's relationship with Petitioner Hampton Luzak was on good terms as it had always been. Kevin Luzak, who at the time was on the Board of Directors at the Medical University of South Carolina Foundation ("MUSC"), had helped Barringer obtain medical assistance at MUSC where Decedent Paul Barringer spent a couple of days seeking medical help and observation.

47. During the week of May 7, 2012 after Decedent Paul Barringer had been discharged from St. Joseph's Hospital, Merrill Light asked Petitioner Hampton Luzak to fly down to Hilton Head from New York City to help Decedent Paul Barringer with his follow-up

care and medical appointments including making arrangements for medical evaluations with MUSC. Petitioner Hampton Luzak complied without hesitation. Later that week, after Decedent Paul Barringer's May 8 appointment with Dr. Long, Decedent Paul Barringer was examined and tested by Dr. David Bachman, a highly renowned neurologist and Alzheimer's expert at MUSC. During the several days he was examined at MUSC, Decedent Paul Barringer resided with Petitioner and her husband at their home in Charleston. While Petitioner Hampton Luzak and her mother Merrill Barringer were in the room with Decedent Paul Barringer at MUSC, Dr. Bachman informed Decedent Paul Barringer he was suffering from Alzheimer's disease.

48. While Petitioner Hampton Luzak was helping Decedent Paul Barringer through treatments at MUSC, Merrill Light, unbeknownst to Petitioner Hampton Luzak, was involved in moving Decedent Paul Barringer's voting stock in CFRC into Decedent Paul Barringer's Revocable Trust for which Merrill Light purportedly became a co-trustee. Petitioner Hampton Luzak is informed and believes Merrill Light carried out the stock transfers with the assistance of Merrill Light's estate planning attorney John Jolley.

49. On Friday, May 11, 2012, share certificate # 13, issued in the name of Paul B. Barringer, Trustee of the Paul B. Barringer Irrevocable Trust under Agreement dated December 4, 1998 for 38,272 voting shares in CFRC, was purportedly cancelled according to the CFRC Stock Register. Petitioner Hampton Luzak has requested a copy of share certificate number 13 from CFRC, but the company was unable to produce a copy of the certificate or a lost certificate affidavit. Also, CFRC has not produced the stock power transfer provisions to certificate # 1 typically found on the reverse side of the certificate which would have contained the endorsement over to certificate # 13. In the place of certificate # 13, CFRC issued on May 11,

2012 a new share certificate #14 in the name of Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust under Agreement dated December 4, 1998 for 38,272 voting shares.

50. The 38,272 shares of CFRC voting stock, represented on CFRC share certificate number one, had been held by Decedent Paul Barringer since October 3, 2004. These shares, which comprised approximately 20% of the voting shares of CFRC, effectively represented control of the company since the voting shares held by his two daughters (with each daughter holding approximately 31% of the CFRC voting stock) were not sufficient to control the company without the 38,272 voting shares held by Decedent Paul Barringer. Prior to this time, Decedent Paul Barringer had fastidiously kept ownership of all stock in CFRC equal between his two daughters so that each daughter owned equal shares of voting and non-voting stock. Without the block of voting shares held by Decedent Paul Barringer, neither of his two daughters had voting control of the company.

51. When the purported transfer of Decedent Paul Barringer's voting shares was made on May 11, 2012 to share certificate # 14 in the name of Paul B. Barringer, as Trustee of the Paul B. Barringer Revocable Trust (*i.e.*, the Revocable Trust), the share certificate was signed by Kevin Luzak as the chief executive officer of CFRC. At that time, though, Merrill Light was a co-trustee of the Revocable Trust. However, no mention is made on share certificate # 14 that Merrill Light was a co-trustee of Decedent Paul Barringer's Revocable Trust. The lack of co-trustee designation, on information and belief, was an attempt by Merrill Light to keep from disclosing the purported co-trustee status to Kevin Luzak since he may have to sign certificate # 14.

52. Also on May 11, 2012, Decedent Paul Barringer's Durable Power of Attorney dated December 15, 2011, which was prepared by estate planning attorney John Jolley and

contained the description "Effective Immediately" on its title page, was recorded at the Beaufort County Register of Deeds office five months after the document was purportedly executed.

53. Decedent Paul Barringer instructed Kevin Luzak to sell CFRC's airplane and purchase a larger plane. Based on Decedent Paul Barringer's instructions, Kevin entered into a contract to sell the company airplane in early June 2012. On or about June 7, 2012, Decedent Paul Barringer contacted Kevin Luzak about using the company airplane to visit some corporate facilities. Kevin Luzak commented to Decedent Paul Barringer to enjoy the airplane ride since it would be the last trip on the company airplane before the sale was closed. Decedent Paul Barringer then exploded at Kevin Luzak and began swearing at him for selling the airplane, as Decedent Paul Barringer did not remember that he instructed Kevin Luzak to sell the airplane. Decedent Paul Barringer then ordered Kevin Luzak to rescind the deal to sell the airplane. Following Kevin Luzak's termination, CFRC did in fact sell the airplane and purchase a larger airplane, consistent with Decedent Paul Barringer's earlier instructions and against his confused demands of June 7, 2012.

54. At this same time, Decedent Paul Barringer was confused about a memorandum that Kevin Luzak prepared regarding the February 18, 2012 family discussion about a possible long-term strategy for CFRC and Kevin Luzak's compensation. Decedent Paul Barringer denied participating in the meeting and denied receiving the memorandum summarizing the discussion that took place during the meeting. At this point in time, Decedent Paul Barringer could not remember very recent and significant discussions and was unable to manage a mental timeline or distinguish between imagined and actual events.

55. Around the week of June 4, 2012, Kevin Luzak talked with Merrill Light regarding Decedent Paul Barringer's mental problems, and she stated she was aware of her

father's mental problems, including his resumption of aggressive behavior. She stated that the previous evening Decedent Paul Barringer was irate with the advisors from New York whom he referred to with extremely derogatory language, which had been uncharacteristic of him.

56. Around this same time, Kevin Luzak also talked with Decedent Paul Barringer's wife, Respondent Merrill Barringer, who said that Decedent Paul Barringer was very upset at Kevin Luzak. She stated that Decedent Paul Barringer believed Kevin was trying to sell 65% of the timberland and move the timberland management team to New York and that the people in New York would own 80% of the investments in the company. None of these descriptions of Kevin Luzak's proposed long-term plans for CFRC were true or ever contemplated. Mrs. Barringer also stated that Decedent Paul Barringer was upset about supposedly being excluded from the last board meeting in April 2012 which was completely untrue. In fact, Decedent Paul Barringer presided over the meeting without incident, though he had trouble communicating and forming words at that time.

57. By late May to early June of 2012, the financial health of Randy Light's companies had deteriorated drastically. Merrill Light told Petitioner Hampton Luzak and Kevin Luzak in multiple conversations by phone and in person that Randy Light was going bankrupt, that he was going to lose everything, and that he would have nothing to leave the children.

58. Following the events described in paragraphs 24-27 above, Randy Light, by June 5, 2012, was forced to put another one of his condominium development companies, SAC, into bankruptcy. As referenced in paragraphs 24-27 above, Petitioner Hampton Luzak is informed and believes the bankrupt entities of Randy Light had incurred up to \$26 million of debt. The bankruptcy proceedings regarding the debts owed by Randy Light and/or his companies continued into 2015.

59. On June 11, 2012, Decedent Paul Barringer sent Kevin Luzak a package with PowerPoint presentation documents that Decedent Paul Barringer said someone sent to him "just recently." Decedent Paul Barringer claimed that the PowerPoint slides "appeared to be someone's calculation on how CFRC could be purchased with various ways to obtain our timberland and other assets which could be marketed to outside parties." Decedent Paul Barringer's description of the business plan contained in the PowerPoint documents was incorrect. Further, Decedent Paul Barringer had already seen all of these materials. They were the materials presented at the March 15 and 16, 2011 board meetings and monthly management presentations during that period that Decedent Paul Barringer attended. Because of his dementia in June of 2012, Decedent Paul Barringer was unable to remember in June 2012 seeing the PowerPoint documents in March 2011 and was under the false impression the March 2011 board presentation documents had been prepared and distributed behind his back as suggested by his statement, "I have just recently received possession" of them. When Kevin Luzak explained the origin of the materials to him, Decedent Paul Barringer then acknowledged being at the board and management meetings and having seen the materials, then later questioned whether he was there, and then denied having ever seen the material. He subsequently reversed himself and said he may have seen them, which was symptomatic of his confusion. Decedent Paul Barringer then told Kevin Luzak that he would help Kevin Luzak find a job if Kevin Luzak could not run the company the way he wanted it run.

60. Merrill Light later admitted to Petitioner Hampton Luzak that she had given Decedent Paul Barringer the PowerPoint presentations from the March 2012 board meetings and earlier management meetings which confused and upset Decedent Paul Barringer given his mental infirmities at that time.

61. In mid-June 2012 Merrill Light told Petitioner Hampton Luzak that she (Merrill Light) wanted to sell CFRC. Petitioner Hampton Luzak responded that she did not want to sell the company, because that would be contrary to her father's intent. Merrill Light raised the idea to Petitioner Hampton Luzak of selling the whole company at least a half-dozen times in the first half of 2012. Each time Petitioner Hampton Luzak responded that she did not want to sell CFRC. Merrill Light would broach the subject of selling CFRC only when Decedent Paul Barringer was not present because she knew it was contrary to her father's wishes.

62. On June 20, 2012, Kevin Luzak emailed Decedent Paul Barringer that he would like to have an outside independent person come in and perform a complete evaluation of Kevin Luzak's conduct, decisions and actions that Decedent Paul Barringer recently complained about. Kevin Luzak concluded the letter stating that, "If I have done anything wrong, I want to know about it more than anybody." That same day Decedent Paul Barringer responded with an angry email to Kevin Luzak, copied only to Merrill Light, stating that he did not want some outside lawyer coming in and making decisions regarding his company. He also accused Kevin Luzak of "trying to depose me for almost a year from my company." Decedent Paul Barringer's idea that Kevin Luzak was trying to depose him was another delusion of Decedent Paul Barringer. He further claimed: "We understand that your actions were trying to drive me away from [CFRC]...", obviously revealing that Merrill Light was helping him form this misbelief. (emphasis added). In the same email, Decedent Paul Barringer claimed that, "I have double the company voting stock of any person, or groups, do you think I'm dumb?" Decedent Paul Barringer, in fact, had less voting stock than either Petitioner Hampton Luzak or Merrill Light. In a conversation that day, Decedent Paul Barringer informed Kevin Luzak that he wanted to have him removed as CEO.

63. On June 28, 2012, a special meeting of the board of directors of CFRC was called. The meeting was held by telephone conference in which all four directors participated – Kevin Luzak, Michael Hagler, Merrill Light and Decedent Paul Barringer. Also on the conference call was Bradley Herring, the company's legal counsel along with his law partner Samuel Johnson. Mrs. Barringer testified in a deposition that, before the June 28, 2012 board meeting, she and Decedent Paul Barringer discussed the decision to fire Kevin Luzak and they agreed he should be fired. Moreover, she testified that she attended the June 28, 2012 board meeting "to correct him in any manner" and "to hear how he was doing" in the meeting and "maybe to indicate to him something he should say that he may have forgotten."

64. During the June 28, 2012 board meeting, Decedent Paul Barringer made a number of delusional accusations against Kevin Luzak which were supported by Merrill Light who joined in with, and coached, Decedent Paul Barringer in his motion to have Kevin Luzak removed as president and CEO of the company. Decedent Paul Barringer also moved that Kevin Luzak be removed from all other offices with CFRC immediately and that Decedent Paul Barringer should be appointed as president and CEO. The corporate minutes state that Decedent Paul Barringer wanted Kevin Luzak removed because he (falsely) claimed he and Merrill Light had been thrown out of a recent meeting of the board of directors held in Charleston on April 24 and 25, 2012. (See Exhibit 4, 6/28/12 board minutes). He also claimed that he had found PowerPoint slides of various plans which he contended had been withheld from him by Kevin Luzak. Decedent Paul Barringer also claimed that Kevin Luzak had requested a million dollar check from him and stated that Kevin Luzak was the greediest person he knew and should be dismissed due to his alleged greed. Kevin Luzak responded that Decedent Paul Barringer and Merrill Light had not been thrown out of the preceding board meeting and that Kevin Luzak had

never requested a million dollar check from Decedent Paul Barringer. Because of the outlandish and completely unfounded allegations Decedent Paul Barringer was making, Kevin Luzak made a motion that the company retain an independent person to investigate the allegations and to report these findings to the board. Michael Hagler, a respected attorney who was the independent and non-affiliated member of the board, voted for an independent investigator as did Kevin Luzak. However, Merrill Light and Decedent Paul Barringer, with coaching from Merrill Light, voted against it so the motion failed. Mrs. Barringer, who attended the meeting to "correct him in any manner," "to hear how he was doing" and "maybe to indicate to him something he should say that he may have forgotten," was present with Decedent Paul Barringer at the time Paul Barringer was instructed to change his vote.

65. After voting down the motion for an independent investigation, the board of directors at the same June 28, 2012 meeting voted on Decedent Paul Barringer's motion to remove Kevin Luzak from all positions with CFRC. Merrill Light supported and seconded Decedent Paul Barringer's attacks and motions against Kevin Luzak. Mr. Hagler indicated he needed more information about the accusations Decedent Paul Barringer leveled against Kevin Luzak and voted against firing Kevin Luzak. Merrill Light and Decedent Paul Barringer, with coaching from Merrill Light, voted in favor of the motion to remove Kevin Luzak. Mrs. Barringer was present and involved in the meeting. The company counsel stated that Kevin Luzak had a conflict of interest in the vote since he was the subject of the motions and therefore could not vote as a member of the board of directors. As a result, Decedent Paul Barringer and Merrill Light's votes to remove Kevin Luzak outnumbered Mr. Hagler's opposition. The corporate minutes thus stated that Kevin Luzak was terminated from all company positions, though Kevin Luzak disputed the legitimacy of the vote.

66. As part of the June 28, 2012 special board meeting, the board next took up the motion of Decedent Paul Barringer that he be appointed CEO and president of CFRC. Merrill Light seconded the motion. Decedent Paul Barringer and Merrill Light then voted in favor of hiring Decedent Paul Barringer as CEO and president. Kevin Luzak and Michael Hagler voted against the motion; therefore, the motion failed.

67. During the votes in the June 28, 2012 special board meeting, Decedent Paul Barringer was confused about which way he should vote. Merrill Light, knowing her father was suffering from Alzheimer's disease, coached Decedent Paul Barringer as to how she wanted him to vote. Initially he voted to retain Kevin Luzak but then changed his vote upon receiving coaching from Merrill Light. In the end Decedent Paul Barringer and Merrill Light voted to oust Kevin Luzak. As soon as the third vote was taken, that being on a motion to appoint Paul Barringer as president and CEO which was not approved, Mrs. Barringer quickly interjected that the meeting should be adjourned before any extended discussion could occur about Paul Barringer's health and other related issues. Mrs. Barringer's initial request for an adjournment was not approved by the board. Some discussions then occurred among the board members about the problems with Paul Barringer's mental health and his having been coached during the votes taken during the meeting. After about ten minutes of discussion, Mrs. Barringer again instructed Paul Barringer and Merrill Light to adjourn the meeting and told everyone at the meeting that the meeting was adjourned.

68. Despite knowing the facts that Decedent Paul Barringer (a) had been diagnosed with dementia as early as December 2011; (b) had been hospitalized for three days in May 2012 for dementia; (c) had been diagnosed with, and undergone examination and treatment at MUSC, for Alzheimer's; and (d) had to be coached on how to cast a vote at a board meeting, Merrill

Light was willing to put her father, to his own detriment, back into the CEO position – a position he clearly was no longer capable of handling.

69. After the June 28th meeting adjourned, Michael Hagler, the sole independent member of the board of directors of CFRC, immediately wrote corporate counsel Bradley Herring that he was “concerned about Paul’s mental state. If Paul is voting and acting based on facts that exist in his mind but nowhere else, is his vote valid? Can the directors and the company act when a fellow director appears to be confused? On more than one occasion during the meeting Paul actually cast his vote in the opposite way he meant to cast the vote until he was corrected and coached by whoever was in the room with him.” (See Exhibit 5, Hagler letter 6/28/12). Merrill Light and Mrs. Barringer were present and involved in the meeting. Mr. Hagler disagreed that the vote to remove Kevin Luzak was legitimate.

70. On the following day, Bradley Herring responded to Michael Hagler’s June 28, 2012 letter by stating that Mr. Hagler’s “concern related to [Decedent Paul Barringer’s] mental state and confusion is something that needs to be ultimately considered by the courts.” (See Exhibit 6, Herring letter 6/29/12).

71. On July 1, 2012, Michael Hagler emailed Merrill Light, Kevin Luzak, and then-corporate counsel Brad Herring his objection to the CFRC board vote removing Kevin Luzak from his officer positions. The letter was principally addressed to Merrill Light. Michael Hagler characterized Decedent Paul Barringer’s actions at the June 28, 2012 meeting as totally inconsistent with the Paul Barringer he had previously known. Mr. Hagler stated that the person who attended the April 2012 board meeting and the June 28, 2012 board meeting “was not Paul. He is in Paul’s body, but he seems to be ill and not thinking or acting rationally.” Mr. Hagler implored Merrill Light to not follow her father blindly down the destructive path he was going.

He also implored her to conduct an investigation of Decedent Paul Barringer's accusations and his current status stating he could not understand why that should not be done. He then asked: "Do you know something about the situation that has not been discussed or disclosed to me? Is there something I do not understand?" Mr. Hagler reiterated: "From my observations, your father does not seem to be acting rationally." Mr. Hagler concluded by stating: "Merrill, I urge you to reconsider what is best for your father, your family and the company." (See Exhibit 7, Hagler e-mail 7/1/12).

72. On July 6, 2012, Petitioner Hampton Luzak wrote the CFRC board of directors about her father's condition and informing them that he had been diagnosed with Alzheimer's disease and that she along with Mrs. Barringer and Merrill Light had been aware of his condition for months. She informed the board that her husband, Kevin Luzak, was fired on the basis of a combination of hallucinations, deep confusion and ridiculous and unfounded challenges to Kevin Luzak's character which Merrill Light blocked from being investigated, as Merrill Light knew they were unfounded and delusional. Petitioner Hampton Luzak pointed out the various events Decedent Paul Barringer accused Kevin Luzak of being involved in which never occurred. She also reminded the board that, despite Decedent Paul Barringer's accusations, Kevin Luzak had never thrown a book at Merrill Light at any time or especially in a board meeting in which all board members along with advisors attended. She informed the board of the truthful situation that Decedent Paul Barringer unfortunately was suffering from confusion, severely deteriorated short-term memory and delusions. She pleaded with the board to take the situation into consideration instead of rubber stamping any harmful and damaging plans Decedent Paul Barringer in his infirm state may be proposing. (See Exhibit 8, H. Luzak letter 7/6/12).

73. On July 6, 2012, Kevin Luzak wrote to Bradley Herring that Mr. Herring personally witnessed the meetings where Decedent Paul Barringer later accused Kevin Luzak of supposedly throwing a book at Merrill Light and allegedly kicking Decedent Paul Barringer out of the meeting. Mr. Herring thus knew Decedent Paul Barringer's accusations were delusional but allowed Decedent Paul Barringer, with Merrill Light's support and coaching, to proceed. (See Exhibit 9, K. Luzak letter 7/6/12). On July 9, 2012, Bradley Herring resigned as CFRC corporate counsel and also as assistant secretary of the company following his inability to properly handle the June 28, 2012 board meeting in which Merrill Light and Decedent Paul Barringer fired Kevin Luzak. (See Exhibit 10, Herring letter 7/9/12). According to an e-mail of Travis Bryant to Petitioner Hampton Luzak dated November 9, 2012, Merrill Light's personal attorney "John Jolley has acted as corporate counsel since Brad Herring resigned."

74(a). On July 12, 2012, independent board member Michael Hagler wrote Decedent Paul Barringer, Merrill Light and Kevin Luzak about the ostensible firing of Kevin Luzak at the prior board meeting. Mr. Hagler opined that Kevin Luzak should not have been removed from the board. Michael Hagler emphasized he was against appointing Paul Barringer as a replacement for Kevin Luzak as CEO "without investigating [Paul Barringer's] current mental state." Mr. Hagler further stated that he had "personally observed behavior in at least two board meetings and in my call with Paul [Barringer] two weeks ago which suggests that there are issues with his mental capacity." He also stated: "If [Petitioner Hampton Luzak's] statements [in her July 6, 2012 letter] are correct, the board not only has inadequate information, but apparently individual board members may be withholding information from the board." This would include, and pertain particularly to, Merrill Light. Mr. Hagler concluded the letter by stating the

board had no attorney and needed to hire Virginia counsel promptly. (See Exhibit 11, Hagler letter 7/12/12).

74(b). Merrill Light executed a notice dated July 12, 2012 withdrawing her demand of June 28, 2012 for a special meeting of the shareholders of CFRC. The above notice was signed by Merrill Light in her individual capacity. It made no mention of her being a co-trustee of the Paul Barringer Revocable Trust. The above notice was also purportedly signed by Decedent Paul Barringer as "Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98." No mention was made of Paul Barringer being a co-trustee of his Revocable Trust. Petitioner Hampton Luzak received the notice by e-mail from John Jolley on July 13, 2012. (See Exhibit 21, M. Light notice 7/12/12 and Jolley e-mail 7/13/12).

75. While Decedent Paul Barringer was in a state of confusion and exhibiting irrational and erratic behavior, Decedent Paul Barringer, as grantor and as co-trustee with Merrill Light, purportedly executed a second amendment and restatement of his Revocable Trust on or about July 20, 2012. (See Exhibit 2, supra). No one, including Merrill Light as purported co-trustee, informed Petitioner Hampton Luzak of this change.

76. On August 3, 2012 prior to the shareholder and board of director meetings that day, Michael Hagler emailed Merrill Light, Decedent Paul Barringer and attorney John Jolley and others about the resolutions proposed for those meetings. Mr. Hagler reiterated that in his opinion, "Paul Barringer is ill, and his judgment is impaired. I personally experienced this at the last regular director's meeting held in Charleston. I heard it in the telephonic meeting held in June. I believe Merrill and her husband, Randy, are exercising poor judgment." He also pointed out that he was concerned with the appointment of Travis Bryant to higher management

positions given that he was "a puppet". He also asked the board members and attorney John Jolley, "Who is serving as corporate counsel?" (See Exhibit 12, Hagler e-mail 8/3/12).

77. Merrill Light did not respond to any of the three letters Michael Hagler wrote to Merrill Light on July 1, July 12 and August 3, 2012 about highly important matters facing CFRC, such as the need for an independent investigation into Decedent Paul Barringer's accusations about Kevin Luzak's performance as CEO and Decedent Paul Barringer's incompetence. Decedent Paul Barringer also did not respond to the letter Mr. Hagler sent him on July 12, 2012.

78(a). On August 3, 2012, a special shareholder meeting of CFRC was held. At the meeting Merrill Light voted her shares in her individual capacity, except for three shares for which she gave a proxy for attorneys John Jolley, R. Mason Bayler, Jr., and John Owen Gwathmey. Merrill Light also voted the shares of the Paul B. Barringer Revocable Trust. At the meeting Merrill Light, personally or through someone acting on her behalf and under her control, represented that she was acting on behalf of Decedent Paul Barringer; however, Merrill Light never disclosed she was a trustee or co-trustee of the Paul Barringer Revocable Trust. The Shareholder Minutes were not produced to Petitioner Hampton Luzak until April 14, 2015 pursuant to Hampton Luzak's statutorily-authorized shareholder records inspection requests to CFRC as described in paragraphs 99, 101, 102 and 104(a) below. Prior to the April 14, 2015 production of the August 3, 2012 Shareholder Minutes, it was never disclosed to Hampton Luzak that Merrill Light was acting as a purported trustee or co-trustee of Paul Barringer's Revocable Trust. Upon information and belief, Merrill Light and Randy Light and their unnamed co-conspirators concocted a false presentation for this special shareholder meeting to deceive

Hampton Luzak and to hide from her that Merrill Light was implementing a scheme to gain control over her father's voting stock in CFRC.

78(b). Because Merrill Light's combined votes comprised a majority of the voting stock, Merrill Light's motions to remove Kevin Luzak from the board of directors was approved, despite Petitioner Hampton Luzak's opposition votes. At the same meeting, Merrill Light moved to have her husband, Randy Light, appointed to the board to replace Kevin Luzak. Given that Randy Light used the same e-mail address as Merrill Light, Petitioner Hampton Luzak is informed and believes that Merrill Light moved to have her husband Randy Light seated on the board while knowing that Randy Light and/or his companies were straddled with crushing levels of debt and failed business properties. Again Merrill Light voted the two blocks of stock constituting a majority of the shares ostensibly within her control which resulted in Randy Light's appointment to the board. In effect, Merrill Light, outwardly in front of Petitioner Hampton Luzak, acted as a purported agent under a power of attorney from Decedent Paul Barringer, while secretly using her purported position as co-trustee of Paul Barringer's Revocable Trust, to remove Kevin Luzak from the board and install her husband in Kevin Luzak's place, with Randy Light's participation.

79. Prior to this time, Decedent Paul Barringer for over 20 years had refused to let Randy Light join the CFRC board. In fact Decedent Paul Barringer had told Petitioner Hampton Luzak that he "had no respect for Randy as a business man" because of his lack of success and professionalism in his attempted business ventures. It had been Kevin Luzak who had persuaded Decedent Paul Barringer to grant a visitor/guest seat in the board meetings to Randy Light despite Decedent Paul Barringer's desires for Randy Light to be excluded.

80. Since Merrill Light was ostensibly functioning as a trustee of Decedent Paul Barringer's Revocable Trust during the August 3, 2012 shareholder meeting, Merrill Light owed a fiduciary duty on and before that date.

81. Also on August 3, 2012, a board of director's meeting was held following the shareholder meeting. At the meeting John Jolley, the long-time estate planning attorney for Merrill and Randy Light, along with two other attorneys appeared at the board meeting "as counsel for Mrs. Light" according to the minutes of the board meeting. No mention was made in the board minutes of any attorney being retained as corporate counsel for CFRC to replace Bradley Herring. Merrill Light and her husband Randy Light made motions to remove Kevin Luzak from all positions with CFRC and its subsidiaries and to elect Travis Bryant as the new President and CEO. On his first day on the board, Randy Light expressed his disagreement with Kevin Luzak's strategic plans for CFRC and expressed his opinion "that it is in the best interest of the Company and its shareholders to have a non-family member take over the chief executive officer position..." Mr. Hagler disagreed with the points and motions raised by Merrill Light and her husband Randy Light, and voted against them. Decedent Paul Barringer was not at this important meeting. The Lights' motions therefore passed two to one.

82. After the board refused to hire an independent investigator regarding the accusations against Kevin Luzak as requested by board member Michael Hagler, Mr. Hagler resigned on August 23, 2012 because of the destructive course being taken by CFRC and its board. As Mr. Hagler termed it in his letter of July 12, 2012, he foresaw "the danger of CFRC being damaged – and ensuing claims, litigation, etc." from Merrill Light's refusal to allow a full and open investigation into the spurious allegations against Kevin Luzak. (See Exhibits 11, supra, and 14, Hagler letter 8/23/12).

83. A subsequent board meeting was held on August 29, 2012 in which attorney John Jolley attended as the purported new corporate counsel for CFRC. At this meeting, Mr. Jolley, the purported newly retained corporate counsel, was appointed as assistant secretary of CFRC. The board also accepted the resignation of Michael Hagler. The board at this time was ostensibly composed of Merrill Light, her husband Randy Light, and Decedent Paul Barringer. The board then voted to fill the board vacancy from Mr. Hagler's resignation with Travis Bryant. In addition, the board approved a special dividend distribution to the CFRC shareholders among other financial matters.

84. Prior to September 11, 2012, Decedent Paul Barringer controlled 20% of the CFRC voting shares and Petitioner Hampton Luzak and Merrill Light each owned 31% of the CFRC voting shares through equal gifts from Decedent Paul Barringer. On September 11, 2012 essentially all of Decedent Paul Barringer's voting shares were purportedly transferred from Decedent Paul Barringer's Revocable Trust to Merrill Light as trustee of her own revocable trust. (See Exhibit 3, supra). This purported transfer of 20% of the voting stock of CFRC gave Merrill Light voting control of the company through ownership of 51% of the voting stock. Merrill Light and Randy Light concealed from Petitioner Hampton Luzak for two and a half years the transfer of voting control of CFRC effected through the purported transfer of 38,271 shares of voting stock of CFRC from Decedent Paul Barringer's Revocable Trust to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust. (see paragraphs 101 and 102 below). Merrill Light has asserted in corporate litigation in the Federal District Court for the Eastern District of Virginia that she paid no consideration for the voting shares and that she received them gratuitously.

85. Decedent Paul Barringer's purported transfer of his CFRC voting stock was carried out through his purportedly signing a Stock Power form as co-trustee of his Revocable Trust. The Stock Power was witnessed by Mrs. Barringer and Sharon Potts. Also Decedent Paul Barringer and Merrill Light both signed an Assignment of Shares dated September 11, 2012 acknowledging assignment of the 38,271 shares of CFRC voting stock to Merrill Light as trustee of her revocable trust. The Stock Power and Assignment of Shares are attached hereto as Exhibits 15 and 16 and are incorporated herein. In the Stock Power, attorney John M. Jolley was appointed as Decedent Paul Barringer's attorney-in-fact to transfer the shares on the books of the corporation. Mr. Jolley, who was purported corporate counsel and assistant Secretary at that time, never informed Petitioner Hampton Luzak of the stock transfer that effected the change in control of CFRC. Even though Hampton Luzak was aware of her father's dementia and Merrill Light's manipulation of Decedent Paul Barringer at board meetings and other company activities, she did not envision that Merrill Light was stealing their father's CFRC voting stock (half of which was intended for Hampton Luzak) through her undue influence and Decedent Paul Barringer's lack of mental capacity.

86. As a result of the August 2012 board changes, the CFRC board, at the time of the September 11, 2012 Assignment of Shares, was then composed of: (1) Merrill Light; (2) Merrill Light's husband, Randy Light, who was strapped with massive debts, bankruptcy filings of entities he owned and controlled, and whose entities had committed what the bankruptcy trustee characterized as fraudulent transfers; (3) Decedent Paul Barringer, who was suffering from Alzheimer's disease, delusions, and acting irrationally; and (4) Travis Bryant whom independent board member Mr. Hagler described as "a puppet". None of these board members ever informed Petitioner Hampton Luzak of the purported subsequent transfer of the 38,271 voting shares by

Paul Barringer. Merrill Light and Randy Light were well-embedded in the management of CFRC. In addition, Merrill and Randy Light's estate planning attorney had become CFRC's purported corporate counsel, its assistant secretary, and Decedent Paul Barringer's estate planning attorney. Their positioning allowed Merrill and Randy Light to conceal from Petitioner Hampton Luzak the unlawful and improper transfer of their father's controlling voting shares.

87. The notable events set forth above leading up to the purported transfer of Decedent Paul Barringer's controlling shares in CFRC to, and at the instigation of, Merrill Light can be summarized in the following selective, though not exclusive, list of events:

- On December 2, 2011 Decedent Paul Barringer's MRI report disclosed a history of dementia;
- By December 15, 2011 Merrill Light's attorney John Jolley had begun performing legal work for Decedent Paul Barringer at Merrill Light's direction;
- In January 2012 Merrill Light informed Petitioner Hampton Luzak she was getting involved in their parents' estate planning;
- At the April 25, 2012 board meeting, Decedent Paul Barringer was completely confused, incoherent and had trouble forming words;
- From May 2 – 4, 2012 Decedent Paul Barringer was hospitalized due to complications from dementia;
- On May 7, 2012 Decedent Paul Barringer purportedly transferred all his voting stock in CFRC to the "Paul B. Barringer, II Irrevocable Trust dated December 4, 1998";
- On or about May 10, 2012 Dr. Bachman informed Decedent Paul Barringer, Petitioner Hampton Luzak and Mrs. Barringer that Decedent Paul Barringer had Alzheimer's disease;
- On May 11, 2012 Decedent Paul Barringer ostensibly transferred all his voting stock in CFRC to the Paul B. Barringer, II Revocable Trust dated December 4, 1998;
- On June 5, 2012 Randy Light's companies filed bankruptcy;
- Throughout June 2012, Decedent Paul Barringer continues to exhibit incoherent, delusional, erratic and irrational behavior;

- On June 28, 2012 Decedent Paul Barringer moved to remove Kevin Luzak as CEO based on accusations Merrill Light knew to be false yet she supported and seconded the attacks. Mrs. Barringer also attended the board meeting to correct Decedent Paul Barringer during the meeting and to monitor how he was doing and “maybe to indicate to him something he should say that he may have forgotten.” Paul Barringer at least twice changed his votes based on instructions given him by people in the meeting room with him, and those in the room included Mrs. Barringer. Decedent Paul Barringer also followed her instructions to adjourn the board meeting after discussions arose about Paul Barringer’s mental state;
- In letters of June 28, July 1, July 12 and August 3, 2012 independent board member Michael Hagler protested Kevin Luzak’s firing and the refusal by Merrill Light as a member of the board of directors to allow an investigation into Decedent Paul Barringer’s accusations and competency;
- On July 20, 2012 the Paul B. Barringer Revocable Trust was purportedly amended, and on or before that date Merrill Light became a co-trustee;
- On August 3, 2012 Merrill Light, acting publicly as agent for Decedent Paul Barringer under a power of attorney (but as purported trustee of Decedent Paul Barringer’s Revocable Trust according to Annex A of the shareholder minutes, which were not disclosed to Hampton Luzak until April 14, 2015), voted the majority shares then in her control to oust Kevin Luzak as a director and voted her husband Randy Light as the new CFRC director;
- By August 29, 2012, Randy and Merrill Light’s personal estate planning attorney purportedly became the corporate counsel and assistant secretary for CFRC, and Travis Bryant became its CEO and a director;
- On September 11, 2012 Decedent Paul Barringer purportedly transferred his voting stock and voting control of CFRC to Merrill Light, and appointed John Jolley as his attorney-in-fact to transfer his shares on the records of CFRC (although a gift tax return was not filed until May 28, 2015, showing the transfer occurred on December 31, 2012).

88. Had Decedent Paul Barringer not been mentally incapacitated or subject to undue influence by Merrill Light during this time, he would never have allowed Randy Light, who was strapped with crushing debts, had committed fraudulent transfers, had forced a hostile takeover of one of his business entities from his partners to seize assets for his own benefit, and whose own business entities were forced into bankruptcy, to become a director of CFRC.

89. On or about October 26, 2012, after Kevin Luzak had been removed from the board, the board of directors of CFRC for the first time paid a special distribution dividend to shareholders of record on October 25, 2012 plus a preliminary true-up to 42% of actual fiscal year 2012 earnings as the new board's first action. Despite the Stock Power and Assignment of Share documents purportedly executed on September 11, 2012, the special distribution dividends continued to be paid to Decedent Paul Barringer for his Revocable Trust. A final true-up for the fiscal year 2012 was paid on or about November 17, 2012.

90. On November 8, 2012, Petitioner Hampton Luzak wrote the board of directors of CFRC voicing her concerns about recent events. (See Exhibit 17, H. Luzak Letter to Board dated 11/8/12). She expressed her opposition to the "very large distribution from CFRC" of a "special dividend." Petitioner Hampton Luzak pointed out that the special dividend was unprecedented in magnitude and that Decedent Paul Barringer, "consistently focused on reinvestment and growth . . . and would never have supported such a distribution." Petitioner Hampton Luzak also objected to the purported appointment of John Jolley as counsel for CFRC due to the fact that he had been functioning as the personal estate planning attorney for Merrill Light and her husband Randy Light who are also on the board of directors for CFRC, presenting a clear conflict of interest. Petitioner Hampton Luzak further stated to the board her understanding that "[n]o individual owns more stock in CFRC than I do." This statement confirms the fact that Merrill Light kept secret from Petitioner Hampton Luzak the transfer of voting shares initiated on September 11, 2012. Merrill Light's husband Randy Light was on the board of directors at this time and was a designated recipient of this letter. Upon information and belief, Merrill Light would have seen or been made aware of the content of Petitioner Hampton Luzak's letter; however, she never responded or refuted to Petitioner Hampton Luzak the statement "[n]o

individual owns more stock in CFRC than I do.” Moreover, Hampton Luzak’s letter stated her understanding that Merrill Light voted Paul Barringer’s stock using a power of attorney, which no one ever refuted or “corrected.”

91. Following Petitioner Hampton Luzak’s letter of November 8, 2012, Decedent Paul Barringer wrote Petitioner Hampton Luzak a letter dated December 15, 2012 stating Petitioner Hampton Luzak has brought shame to the Barringer family name. Despite the fact Petitioner Hampton Luzak objected that the special dividend funds were not being used for reinvestment and long-term growth but instead were being paid immediately to the shareholders including herself, Decedent Paul Barringer accused her of being driven by greed. He also stated that his primary business goal was to continue to operate CFRC and it was for the best interest of the family to continue to operate CFRC as a timber and forest company. He further stated that Kevin Luzak was terminated because CFRC was going in a direction “that was not acceptable to me or my associates.” A typewritten version of the letter was also submitted on or about December 17, 2012.

92(a). Based on Randy Light’s desperate financial status, Decedent Paul Barringer’s hostility toward allowing Randy Light to attend board of director meetings, the actions of Randy Light in advocating and voting for Kevin Luzak’s removal as an officer, employee and subsidiary director of CFRC, Randy Light’s position as the successor director to Kevin Luzak on CFRC’s board of directors after August 3, 2012, and Randy Light’s actions in procuring Decedent Paul Barringer’s belated gift tax return reporting the September 11, 2012 assignment of Decedent Paul Barringer’s voting stock as a purported gift (as described in paragraph 107 below), Petitioner Hampton Luzak is informed and believes that Randy Light knowingly and

willing aided, abetted, encouraged and/or materially participated in the purported transfer of Decedent Paul Barringer's voting stock to Merrill Light as trustee of her revocable trust.

92(b). On April 12, 2013 the bankruptcy trustee from the Eastern District of Texas in the bankruptcy case of Randy Light's company, SAC, filed an adversary proceeding against a third party, Patriot Bank, alleging that Patriot Bank received fraudulent transfers from SAC in 2010 and 2011 as described in paragraph 26 above. Based in part on the trustee's final report, the adversary proceedings resulted in the recovery of the vast majority of the funds the trustee claimed were fraudulently transferred by and for the benefit of entities controlled by Randy Light.

92(c). Mrs. Barringer testified in a deposition that Decedent Paul Barringer changed his estate plan in June of 2014. This would have been at least the third change to his estate plan of December 4, 1998. In that change, Paul Barringer removed Petitioner as a beneficiary. Mrs. Barringer further testified that Decedent Paul Barringer cut out Petitioner as a beneficiary because Petitioner had alienated him and he thought Petitioner was greedy. During this time period from July 2012 to June of 2014 Petitioner set up visits between her family and her parents only to have all of them cancelled by Mrs. Barringer. Also Mrs. Barringer instructed Petitioner to always call her on her mobile number and not to call the land-line number at the home where Decedent Paul Barringer lived and had access to the phone. Moreover, Petitioner and her family made no requests to Petitioner's parents or other family members for any assets, favors, or anything of value during this time.

93. Over the two year period from 2013 through 2014, a combined \$14 million of capital expenditures appear to be unaccounted-for in the financial records of CFRC produced to Petitioner Hampton Luzak. Petitioner Hampton Luzak has attempted to obtain documents from

CFRC that would reveal the specific uses of the unaccounted for \$14 million, but CFRC, under Merrill Light's control and with Randy Light now serving as chairman of the board of directors, has refused to provide such documents.

94. During the Christmas holidays of December 2014, Petitioner Hampton Luzak received a CFRC Annual Report and discovered a footnote about recent benefits provided to Travis Bryant, the new CEO who replaced Kevin Luzak and who also replaced independent board member Michael Hagler on the board of directors. The footnote quietly disclosed that CFRC had recently allowed Mr. Bryant to borrow enormous sums of money from the company on extremely generous terms to purchase 2.5% of the stock of CFRC for \$4.92 per share, \$1.00 below its book value and significantly below CFRC's fair market value. Petitioner Hampton Luzak further learned that Travis Bryant had also been issued CFRC stock options on terms highly favorable to Mr. Bryant, including an exercise price at book value.

95. After discovering the stock sale and option grants, Petitioner Hampton Luzak wrote her father on January 21, 2015 informing him of stock being issued to Travis Bryant and promised to not "let people take advantage of you." On that same day, Petitioner Hampton Luzak through her attorney wrote CFRC seeking company records, as allowed by law in her capacity as a shareholder, regarding the stock issuance to Travis Bryant. CFRC responded on January 30, 2015 that it received the request and would be responding thereafter.

96. On February 5, 2015, Decedent Paul Barringer purportedly executed, amended and restated for at least the fourth time the Paul B. Barringer Revocable Trust originally dated December 4, 1998. On that same day, Decedent Paul Barringer purportedly executed a Last Will and Testament. (See Exhibit 18, P. Barringer Will dated 2/5/15). Petitioner Hampton Luzak is informed and believes it was signed in John Jolley's office. Also on February 5, 2015, Decedent

Paul Barringer purportedly executed a new Durable Power of Attorney which was prepared by John Jolley as was Decedent Paul Barringer's purported Last Will and Testament. The new power of attorney then ostensibly appointed Merrill Light as the primary attorney-in-fact and named her husband Randy Light as the alternate attorney-in-fact. Decedent Paul Barringer also purportedly revoked his December 2011 power of attorney which had named his wife Merrill Barringer as the attorney-in-fact. (See Exhibit 19, P. Barringer D.P.A. dated 2/5/15).

97. Had Decedent Paul Barringer not been mentally incapacitated or subject to undue influence by Merrill Light at this time, he would never have allowed Randy Light, who was strapped with crushing debts, had committed fraudulent transfers, had forced a hostile takeover of one of his business entities from his partners to seize assets for his own benefit, and whose own business entities were forced into bankruptcy, to be his alternate agent under his financial durable power of attorney with control over all of Decedent Paul Barringer's assets.

98. On February 19, 2015, a shareholder's meeting of CFRC was held by conference call. Petitioner Hampton Luzak was one of the participants in the conference call meeting. Petitioner Hampton Luzak is informed and believes that Decedent Paul Barringer did not attend the shareholder meeting. During the shareholder's meeting, there was no mention of Decedent Paul Barringer's role on the board of directors or any change in his position as being a member of the board. According to the minutes of the meeting, Merrill Light gave her attorney John Jolley a proxy to vote the shares under her control. Those controlling shares were then voted to elect Merrill Light, Randy Light, and Travis Bryant, all current board members, and Robert C. L. Conger as a new board member. In effect Merrill Light's shares were voted to remove Decedent Paul Barringer as a member and chairman of the board of the company he built and to make her husband Randy Light chairman of the board. At the shareholder meeting there was no mention

made of replacing or removing Decedent Paul Barringer from the board or as chairman of the company he spent his life building, and there was no mention of him included in the written shareholder minutes.

99. As set forth above, after she discovered the Travis Bryant transaction buried in a financial statement footnote, Petitioner Hampton Luzak started sending statutorily-authorized shareholder records inspection requests to CFRC on January 21, 2015. On or about February 13, 2015, CFRC sent its first response to Petitioner Hampton Luzak's statutorily-authorized information request. Due to the severe deficiencies and omissions in CFRC's response to Petitioner Hampton Luzak's record request, with CFRC now controlled by Merrill Light, Petitioner Hampton Luzak's attorney submitted a second demand for records to the company on February 20, 2015. The records request that Petitioner Hampton Luzak submitted to CFRC did not threaten any litigation, and in fact expressly rejected any claim by the company that Petitioner Hampton Luzak was seeking documents for the purpose of instigating litigation.

100. On February 26, 2015, Decedent Paul Barringer in a letter typed on his stationery addressed to Petitioner Hampton Luzak stated that he was astonished and disappointed that his own daughter would be threatening to sue CFRC. Petitioner Hampton Luzak had not made any such threat.

101. On March 3, 2015, CFRC responded to Petitioner Hampton Luzak's second demand for records. However the response of the company controlled by Merrill Light again omitted key documents to which Petitioner Hampton Luzak as a shareholder was entitled to receive. Therefore on March 6, 2015, Petitioner Hampton Luzak's attorney made a third request to CFRC for company records that a shareholder by law is entitled to receive. By response dated

March 13, 2015, CFRC finally submitted a response that included the CFRC stock register showing the stock ownership transactions of the company. (See Exhibit 3, supra).

102. The stock register, provided to Petitioner Hampton Luzak for the first time on or about March 13, 2015, contained an entry stating that 38,271 shares of voting stock previously held by Decedent Paul Barringer as trustee of the Paul B. Barringer Revocable Trust under agreement dated December 4, 1998 had been transferred on September 11, 2012 to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust. After this transfer, Decedent Paul Barringer held one share of CFRC voting stock. The production of the stock register on March 13, 2015 was the first time anyone disclosed to Petitioner Hampton Luzak that Decedent Paul Barringer's voting-control shares of CFRC had been transferred to Merrill Light. The transfer of those voting shares purportedly gave Merrill Light control of CFRC, in contravention of Decedent Paul Barringer's long-held intentions.

103. Following Merrill Light's engineering of the ouster of her father as a member and chairman of the board at the February 19, 2015 shareholders meeting, a special meeting of the board of directors was called for March 16, 2015. At that meeting the board discussed, approved and authorized the executive management of CFRC to interview financial advisors about a sale of the company or its assets, which was contrary to Decedent Paul Barringer's long-held intentions. (See Exhibit 20, Board Minutes 3/16/15). With Decedent Paul Barringer no longer on the board of directors, Petitioner Hampton Luzak is informed and believes that Decedent Paul Barringer was not informed of the steps the board under Merrill Light's control had begun to take to dismantle and sell the company that Decedent Paul Barringer had worked his entire adult life to build and maintain.

104(a). On March 31, 2015 Petitioner Hampton Luzak sent her final statutorily-authorized shareholder records inspection request to CFRC. The request asked for CFRC shareholder minutes since June 1, 2012. On April 14, 2015 counsel for CFRC produced the August 3, 2012 shareholder minutes to Hampton Luzak for the first time and included Annex A which set forth the shareholder vote breakdown. The minutes also showed that Merrill Light voted the shares of the Paul Barringer Revocable Trust as its purported "trustee", although at no time did she actually vote as "trustee" at the meeting.

104(b). On April 15, 2015, the day after producing the August 3, 2012 Shareholder Minutes to Petitioner Hampton Luzak for the first time, CFRC, under the control of Merrill Light, filed suit against Hampton Luzak in a declaratory action in the Federal Court for the Eastern District of Virginia ("Virginia Federal Litigation") seeking, *inter alia*, declaratory relief regarding Merrill Light's proportional interest in CFRC. A significant focus of the Virginia Federal Litigation became whether Decedent Paul Barringer's purported September 2012 stock transfer to Merrill Light was carried out in breach of the terms of the 2010 Shareholders Agreement.

104(c). As background on the Virginia Federal Litigation, after CFRC initially filed its complaint for declaratory judgment against Hampton Luzak and then later moved to dismiss its suit while Petitioner Hampton Luzak's counterclaims were pending, the federal court ordered the parties realigned with Hampton Luzak made a plaintiff. Hampton Luzak ultimately filed two separate complaints asserting different claims against different sets of parties before the federal court which consisted of (1) a breach of contract complaint based on the 2010 Shareholders Agreement against Merrill Light and CFRC, and (2) a separate and unrelated complaint asserting shareholder derivative and other claims against CFRC, CFRC officer Travis Bryant and Merrill

Light and Randy Light involving an unrelated 2013 stock sale and option grant to Mr. Bryant. (Attorneys acting in the name of Decedent Paul Barringer ostensibly moved to intervene in the breach of contract action). Though the federal court kept one civil action file number assigned to CFRC's original declaratory judgment action, the court required separate filings, including separate pleadings, for the two distinct claims –the breach of contract claim based on the 2010 Shareholders Agreement concerning the purported 2012 stock transfer of Paul Barringer's CFRC voting stock to Merrill Light, and the other claim being the derivative and declaratory judgment claim involving the unrelated 2013 stock sale and option grant to Travis Bryant. Randy Light was a party only to the unrelated derivative and declaratory judgment claim regarding the stock sale and option grant to Travis Bryant and was not a party to the breach of contract claim about the 2010 Shareholders Agreement.

105. On the same day (April 15, 2015) that CFRC filed its declaratory judgment action against Petitioner Hampton Luzak, CFRC, under the control of Merrill Light, canceled the medical insurance of Petitioner Hampton Luzak's family without any notice to the Luzaks.

106. Even though the Stock Power and Assignment of Shares dated September 11, 2012 show that the purported transfer of Decedent Paul Barringer's CFRC voting shares occurred on September 11, 2012, Decedent Paul Barringer did not file a gift tax return until approximately May 28, 2015, more than two years after the filing deadline. This information is based on arguments made in the Virginia Federal Litigation in open court on January 22, 2016. Throughout his lifetime Decedent Paul Barringer was meticulous and very diligent in having his tax returns prepared properly and timely. The gift tax return covering the transfer of Decedent Paul Barringer's CFRC voting shares to Merrill Light was not prepared until May of 2015, after Merrill Light caused CFRC to institute litigation against Petitioner Hampton Luzak, and after

Ms. Luzak counterclaimed challenging the stock transfer as a violation of the 2010 Shareholders Agreement. The late filing was completely out of character for Decedent Paul Barringer.

107. The records of Decedent Paul Barringer's long-time accountant, Bobby L. Davis, CPA of Columbia, SC, show that Randy Light, John Jolley and Travis Bryant, not Decedent Paul Barringer, handled all the interaction with Mr. Davis for preparation of the delinquent gift tax returns. None of the above-named persons who handled all the interactions with Mr. Davis were authorized as agents under any power of attorney from Barringer to contact his accountant.

108. On August 28, 2015, Decedent Paul Barringer ostensibly moved to intervene in that portion of the Virginia Federal Litigation addressing Petitioner Hampton Luzak's breach of contract claim for breach of the 2010 Shareholders Agreement. Petitioner Hampton Luzak is informed and believes her father's intervention was undertaken upon the manipulation of Merrill Light, and at her behest. Decedent Paul Barringer's intervention in the breach of contract portion of the Virginia Federal Litigation was not undertaken for the benefit of Decedent Paul Barringer but was being directed by Merrill Light and her agents for the benefit of Merrill and Randy Light. In court papers filed in Decedent Paul Barringer's name, it was stated that Decedent Paul Barringer was supporting Merrill Light's side in the breach of contract claim brought by Petitioner Hampton Luzak. Decedent Paul Barringer's intervention was a continuation of the undue influence and manipulation of Mr. Barringer, who lacked sufficient mental capacity to understand his actions. Decedent Paul Barringer's intervention on August 28, 2015 at the behest of Merrill Light occurred only 52 days before Decedent Paul Barringer was tested by Dr. Paul Mazzeo on October 19, 2015 and found to have severe senile dementia, and years after his earlier diagnoses of dementia and Alzheimer's as set forth in paragraphs 29, 36, 40-43, 45 and 47.

109. According to the sworn Declaration of Dr. Paul Mazzeo, a neurologist in Port Royal, South Carolina, Dr. Mazzeo examined Decedent Paul Barringer on October 19, 2015 due to Decedent Paul Barringer's history of memory loss. Dr. Mazzeo administered a Mini Mental State Exam ("MMSE") on October 19, 2015. Decedent Paul Barringer scored a 10 out of 30 points on the MMSE which represented severe cognitive impairment. Dr. Mazzeo diagnosed Decedent Paul Barringer with "severe senile dementia, Alzheimer's type." Dr. Mazzeo stated Decedent Paul Barringer "exhibited severe memory loss and expressive aphasia (the inability to use language to express thoughts)." Dr. Mazzeo further stated that Decedent Paul Barringer's "memory loss and expressive aphasia make it practically impossible for him to recall past events with accuracy and then find the words to express whatever recollection he may have, without his wife's assistance." Dr. Mazzeo's declaration was filed in the Virginia Federal Litigation by attorneys acting in the name of Decedent Paul Barringer but not until January 20, 2016.

110. On January 20, 2016, the same date that Dr. Mazzeo's declaration was filed, Decedent Paul Barringer's attorneys filed in the Virginia Federal Litigation a sworn declaration signed by Decedent Paul Barringer affirming under the penalties of perjury the contents of answers to interrogatories. The sworn declaration was dated January 14, 2016. According to the Declaration of Dr. Mazzeo filed the same date, Decedent Paul Barringer lacked testimonial capacity. As exemplified by the circumstances alleged above, Merrill Light continued her pattern of undue influence and manipulation of Decedent Paul Barringer while he lacked mental capacity.

111. On February 12, 2016 Petitioner Hampton Luzak moved and filed a brief in the Virginia Federal Litigation to stay the proceedings there while she pursued an emergency and permanent conservatorship action in the Beaufort County Probate Court for Decedent Paul

Barringer. (No member of Paul Barringer's family had filed guardianship or conservatorship proceedings seeking protection for Decedent Paul Barringer, and Merrill Light continued to deny that he was incapacitated. The filing of Dr. Mazzeo's declaration was the first time Hampton Luzak could be certain that her father was incapacitated, and she acted immediately to protect him.) As described in Petitioner's publicly-filed Brief in Support of Motion to Stay Proceedings (available on the federal "PACER" ECF system¹), Barringer filed numerous motions and pleadings in that action (totaling over 30 docket entries). In addition, according to the PACER filings, Decedent Paul Barringer submitted sworn interrogatory answers on three occasions. In these sworn answers, Decedent Paul Barringer always spoke in the first person about his purported actions and decisions (*e.g.*, "I decided to give the voting stock to Merrill Light..."). Further, Decedent Paul Barringer flip-flopped regarding critical factual assertions, including changing his interrogatory answers from white to black, such as when he first denied he received dividends on his CFRC voting stock after September 11, 2012 in his Response to Interrogatory No. 16 dated December 31, 2015 and then admitted receiving dividends thereafter in his Amended Response to Interrogatory dated January 14, 2016.

112. Contradictory yet facially definitive sworn statements purportedly from Decedent Paul Barringer exemplified both his mental confusion of facts and the extent he was being manipulated in the Virginia Federal Litigation. For example, the PACER filings reflected that "Decedent Paul Barringer has also submitted conflicting and inconsistent sworn answers regarding the date of the alleged 'gift' of [CFRC] voting shares. In a gift tax return for the year

¹ Public Access to Court Electronic Records (PACER) is an electronic public access service that allows users to obtain case and docket information online from federal appellate, district, and bankruptcy courts, and the PACER Case Locator. PACER is provided by the Federal Judiciary in keeping with its commitment to providing public access to court information via a centralized service. See: <https://www.pacer.gov/>

2012 – inexplicably filed over two years late in 2015 (only after Ms. Luzak began challenging the transfer) – Decedent Paul Barringer swore under penalty of perjury that the date of the ‘gift’ was December 31, 201[2]... However, in sworn answers to interrogatories, Decedent Paul Barringer maintains the stock was transferred on September 11, 2012...”

113(a). On February 17, 2016, attorneys acting on behalf of Decedent Paul Barringer filed in Decedent Paul Barringer’s name a brief in opposition to a motion to stay the Virginia Federal Litigation while Petitioner Hampton Luzak pursued guardianship and conservatorship proceedings in South Carolina for her father. Petitioner Hampton Luzak is informed and believes that Decedent Paul Barringer continued to suffer from lack of mental capacity and undue influence and was still being manipulated by Merrill Light, and on information and belief by his wife Mrs. Barringer, in order to file Decedent Paul Barringer’s opposition brief.

113(b). On February 19, 2016 Petitioner Hampton Luzak in the Virginia Federal Litigation filed a Motion for Voluntary Dismissal, for a partial dismissal of her breach of contract claims, shortly after attorneys acting ostensibly for Decedent Paul Barringer filed an affidavit of Dr. Paul Mazzeo confirming Paul Barringer’s incompetence.

114. The Virginia Federal Litigation has been expensive and was not in best interest of Decedent Paul Barringer but only in Merrill Light’s best interest. Based on the amount of legal fees that CFRC has incurred in the Virginia Federal Litigation, Petitioner Hampton Luzak is informed and believes substantial funds were likewise expended from Decedent Paul Barringer’s estate in connection with the Virginia Federal Litigation without his capacity to consent.

115. On April 22, 2016, only two months after Decedent Paul Barringer’s February 17, 2016 court filing in the Virginia Federal Litigation, Decedent Paul Barringer was examined by Dr. Paul Long and provided a Mini Mental State Exam. On this exam, Decedent Paul Barringer

scored a 1 out of 30. As a court-appointed examiner in a conservatorship action, Dr. Long opined that Decedent Paul Barringer was mentally incapacitated due to dementia from Alzheimer's disease. In that probate action for a conservatorship and guardianship filed by Petitioner Hampton Luzak in February 2016, Merrill Light was eventually forced to concur and acknowledge that Decedent Paul Barringer was legally mentally incapacitated, after initially contending that he did not need protection. Petitioner Hampton Luzak commenced the emergency and permanent conservatorship action to protect her father from undue influence resulting in dissipation of his assets and to protect his long-term goals for his company, including his intention not to sell it.

116. Petitioner Hampton Luzak is informed and believes Decedent Paul Barringer, since the spring of 2012 and for the remainder of his life, was a "vulnerable adult" as defined in S.C. Code Ann. § 43-35-10(11) of the Omnibus Adult Protection Act (the "Act") because of the mental and physical infirmities described herein. Moreover, Petitioner is informed and believes Paul Barringer was subject to "exploitation" under § 43-35-10(3) of the Act by the actions of Merrill Light, Randy Light and possibly others, including but not limited to Mrs. Barringer, by: (1) causing or requiring Paul Barringer to engage in activities such as the transfer of controlling shares of CFRC voting stock to Merrill Light and joining in the Virginia Litigation against Petitioner, which activities, considering Paul Barringer's mental condition since the spring of 2012, were improper, unlawful or against the reasonable and rational wishes of Decedent Paul Barringer; (2) an improper, unlawful, or unauthorized use of the funds, assets, property, and power of attorney of Decedent Barringer for the profit of Merrill Light by using Paul Barringer's funds to support her litigation; and/or (3) causing Decedent Paul Barringer to purchase goods or services, such as the attorney services in the Virginia Litigation, for the profit or advantage of

Merrill Light through: (i) undue influence, (ii) harassment, (iii) duress, (iv) coercion, or (v) swindling by overreaching, cheating, or defrauding Paul Barringer through cunning arts or devices that deluded Paul Barringer and caused him to lose money or other property.

117. On May 30, 2016, during the pendency of the conservatorship action, at the age of 85, Decedent Paul Barringer died from Alzheimer's disease as reported on his Death Certificate.

118. Upon information and belief, at the time of Decedent Paul Barringer's purported execution of the alleged Stock Power and Assignment of Shares documents on September 11, 2012 as Trustee of the Paul B. Barringer, II Revocable Trust transferring the CFRC voting control stock from the name of Paul B. Barringer, as trustee to Merrill Light as trustee of the Merrill Light Revocable Trust, Decedent Paul Barringer was mentally incompetent and suffering from Alzheimer's disease and/or other dementia and lacked the requisite mental capacity to make a gratuitous or partially gratuitous transfer.

119. Merrill Light's misrepresentations to Decedent Paul Barringer, such as the selective presentation of board of director materials to Decedent Paul Barringer at a stage in life when he had no ability to recall or understand the context of the materials, caused Decedent Paul Barringer to purportedly transfer the voting control shares to Merrill Light. Further, Merrill Light directed Decedent Paul Barringer to her own estate planning attorney that she had used for a number of years so that Merrill Light's attorney John Jolley could take over much of the estate planning work for Decedent Paul Barringer, including the purported transfer of the voting shares. In addition, Merrill Light used her positions as director and co-trustee to install her own estate planning attorney, John Jolley, as the corporate attorney for CFRC. Mr. Jolley then purportedly carried out the transfer of the voting shares to Merrill Light as Decedent Paul Barringer's

attorney-in-fact for the transfer of shares. This stock transfer was hidden from Hampton Luzak by Mrs. Barringer, Merrill Light and Randy Light until March of 2015.

120. For many years before 2012 and until Decedent Paul Barringer's death in 2016, Merrill Light resided in Hilton Head, South Carolina in close proximity to Decedent Paul Barringer. In contrast, Petitioner Hampton Luzak and her husband, while managing CFRC, resided in New York City and later in Jackson, Wyoming. As such, Merrill Light had ample opportunity to exert her influence over both Decedent Paul Barringer. Mrs. Barringer lived with Decedent Paul Barringer and not only had the opportunity to influence him but admitted under oath that she was the only person who could influence him.

121. Decedent Paul Barringer prior to the summer and fall of 2012 had provided for equal distribution of CFRC stock to Petitioner Hampton Luzak and Merrill Light. In Decedent Paul Barringer's estate plan prior to the summer and fall of 2012, Decedent Paul Barringer had treated his children equally and treated Petitioner Hampton Luzak and Merrill Light equally in relation to CFRC. The purported transfer of voting control stock of CFRC to Merrill Light in September 2012 was an unnatural disposition of Decedent Paul Barringer's assets.

122. The purported transfer of the voting control shares of CFRC exclusively to Merrill Light on September 11, 2012 constituted a change from Decedent Paul Barringer's prior pattern of distributing company stock. The transfer also constituted a change from prior arrangements for the ultimate disposition of the voting control shares.

FOR A FIRST CAUSE OF ACTION
(Intentional Interference with Inheritance and Gifts)

123. Petitioner Hampton Luzak re-alleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

124. Mrs. Barringer was in a confidential as well as a fiduciary relationship with Decedent Paul Barringer. As of the spring of 2012, Mrs. Barringer and Decedent Paul Barringer had been married for more than 50 years. Decedent Paul Barringer reposed trust and confidence in her. Moreover, as Decedent Paul Barringer's mental incapacity progressed, he became increasingly dependent on Mrs. Barringer, thus creating a dominant-subservient confidential relationship between them. In addition, Mrs. Barringer served as Decedent Paul Barringer's agent under a power of attorney.

125. In her deposition of March 14, 2019, Mrs. Barringer testified under oath that she was the only person who could influence Decedent Paul Barringer.

126. In that deposition, Mrs. Barringer testified under oath that she and Decedent Paul Barringer had discussed the removal of Kevin Luzak as president and CEO of CFRC before the June 28 board meeting and had agreed to remove him.

127. In that deposition, Mrs. Barringer testified under oath that she attended the June 28, 2012 board meeting "to correct him in any manner" and "to hear how he was doing" in the meeting and "maybe to indicate to him something he should say that he may have forgotten."

128. In that deposition, Mrs. Barringer displayed her animus towards Petitioner Hampton Luzak and her husband Kevin Luzak --- e.g., by stating under oath that Petitioner Hampton Luzak had married the wrong man and that Petitioner Hampton Luzak was greedy, an agitator, irresponsible, and a coward.

129. In that deposition, Mrs. Barringer testified under oath that she had more respect for her daughter Merrill Light in 2012 than for Petitioner Hampton Luzak and that she lost respect for, and was angry with, Petitioner.

130. Petitioner Hampton Luzak had an expectancy under the estate plan of Decedent Paul Barringer – i.e., to inherit an equal share, with her siblings, of Decedent Paul Barringer's stock in CFRC, including his voting shares, and possibly other assets. Merrill Barringer intentionally interfered with that expectancy through her tortious conduct that included participating in the ouster of Kevin Luzak as president and CEO of CFRC, influencing Decedent Paul Barringer to give his stock to Merrill Light, and helping keep secret that stock transfer from Petitioner Hampton Luzak.

131. On information and belief, Merrill Barringer also attended estate planning meetings among Decedent Paul Barringer, Merrill Light's attorney, and Decedent Paul Barringer's insurance agent and estate planning advisor, Robert Slane. But for Merrill Barringer's intentional interference with Petitioner Hampton Luzak's expected inheritance or trust distributions, and/or gifts, Petitioner Hampton Luzak would have received at least an equal share of Decedent Paul Barringer's CFRC voting stock, as well as other assets of Decedent Paul Barringer's estate.

132. But for Merrill Barringer's intentional interference, aided and abetted by Merrill Light and Randy Light, with the gifts Decedent Paul Barringer planned and designated for Petitioner Hampton Luzak, Petitioner Hampton Luzak would have received such gifts from Decedent Paul Barringer upon his death, including an equal share of Decedent Paul Barringer's CFRC voting stock that was purportedly transferred to Merrill Light during Decedent Paul Barringer's lifetime. Consequently, Petitioner Hampton Luzak has been damaged by Respondent Merrill Barringer's tortious conduct in that she has been denied the gifts Decedent Paul Barringer established for Petitioner Hampton Luzak, to which she was entitled.

133. As a result of Merrill Barringer's intentional interference, aided and abetted by Merrill and Randy Light, with Petitioner Hampton Luzak's inheritance and gifts, Petitioner Hampton Luzak is entitled to a judgment against Respondent Merrill Barringer for actual damages, punitive damages, and attorney fees.

FOR A SECOND CAUSE OF ACTION
(CONSTRUCTIVE TRUST AND INJUNCTION)

134. Petitioner Hampton Luzak re-alleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

135. Decedent Paul Barringer intended, until his lack of capacity and the undue influence and tortious interference practiced on him, as described above, to treat his daughters equally with respect to the CFRC voting stock, as well as his other assets. This intention can be evidenced, inter alia, by family gatherings; the stock purchase agreement discussed above at paragraph 15; the Barringer Family Voting Agreement discussed above at paragraph 16; the irrevocable Paul B. Barringer, II Family Trust discussed above at paragraphs 18 and 21; the issuance by CFRC on October 3, 2004 to both Merrill Light and Petitioner Hampton Luzak 6,428,058 shares each of non-voting stock in CFRC as part of the Restructuring as discussed above at paragraphs 13-19; the issuance by CFRC, also on or about October 3, 2004, at Decedent Paul Barringer's direction, of approximately 31% of the voting shares in CFRC to Merrill Light, consisting of 59,521 shares, and an equal 31%, consisting of 59,521 shares, to Petitioner Hampton Luzak, with Decedent Paul Barringer retaining approximately 20% of the CFRC voting stock consisting of 38,272 shares, as discussed above at paragraph 20; and the execution of an Agreement Regarding Right to Purchase Shares of CFRC on February 1, 2010, wherein the Barringer children agreed to keep the proportionate ownership of the CFRC stock equal between Petitioner Hampton Luzak and Merrill Light by providing that CFRC has the right to purchase

any shares that are offered for sale by, purchased, or otherwise acquired from, another CFRC shareholder (CFRC was also a party to the 2010 Shareholders Agreement, but Paul Barringer was not a party), as discussed above at paragraph 23.

136. Decedent Paul Barringer reposed trust and confidence in his wife, Mrs. Barringer.

137. Upon information and belief, Mrs. Barringer made an express or implied promise not to exercise her testamentary power of appointment in a manner that would direct the subject property in a manner other than set forth in the default provisions of Decedent Paul Barringer's estate plan. Upon information and belief, other proof, in addition to that described in paragraph 136 above, could be discerned from a review of Mrs. Barringer's estate planning documents, which she has refused to produce in the case of Hampton B. Luzak v. Merrill B. Light, et al, Case No. 2016-CP-07-1919 (S.C. Com.Pl.).

138. Upon information and belief, Decedent Paul Barringer relied on Mrs. Barringer's express or implied promise not to exercise the testamentary power of appointment given her.

139. Upon information and belief, Mrs. Barringer has failed to abide by her promise and/or the trust reposed in her by executing or intending to execute a will that would exercise the testamentary power of appointment given to her in a manner that would not treat the daughters equally.

140. Consequently, Petitioner Hampton Luzak is entitled to an order from this Court directing Respondent Merrill U. Barringer to comply with her promise and the trust reposed in her not to exercise the testamentary power of appointment given her and to impose a constructive trust for the benefit of Petitioner Hampton Luzak in the subject property with respect to the intended equal treatment of Petitioner Hampton Luzak.

FOR A THIRD CAUSE OF ACTION
(ENFORCEMENT OF CONTRACT NOT TO REVOKE AND INJUNCTION)

141. Petitioner Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

142. Upon information and belief, Decedent Paul Barringer and Mrs. Barringer entered into a binding contract not to revoke their estate plans. Upon information and belief, other proof could be discerned from a review of Mrs. Barringer's estate planning documents, which she has refused to produce in the case of Hampton B. Luzak v. Merrill B. Light, et al, Case No. 2016-CP-07-1919 (S.C. Com.Pl.). This contract not to revoke applied to the estate plans in place until his lack of capacity and the undue influence and tortious interference practiced on him, as described above.

143. Consequently, Petitioner Hampton Luzak is entitled to an order from this Court directing Respondent Merrill U. Barringer to comply with the contract not to revoke her will.

FOR A FOURTH CAUSE OF ACTION
(Attorney Fees and Costs)

144. Petitioner Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

145. Because of the actions of Respondent Merrill U. Barringer, Petitioner Hampton Luzak has been forced to obtain the services of an attorney and others to respond to the actions of Respondent Merrill U. Barringer.

146. Consequently, Petitioner Hampton Luzak is entitled to an order from this Court commanding Respondent Merrill U. Barringer to pay for the costs and attorney fees she has incurred, and the Estate of Paul Barringer has incurred, due to the actions of Respondent Merrill U. Barringer.

FOR A FIFTH CAUSE OF ACTION
(Civil Conspiracy)

147. Petitioner Hampton Luzak realleges and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein verbatim.

148. Respondent Merrill U. Barringer, and upon information and belief Merrill Light, Randy Light, Robert Slane and various agents or representatives of CFRC, including but not limited to Travis Bryant, conspired among themselves for the purpose of injuring Petitioner Hampton Luzak.

149. As a direct and proximate result of the actions and conduct of Mrs. Barringer as well as her co-conspirators, Petitioner Hampton Luzak, directly or indirectly, suffered special damages as set forth herein, including, but not limited to, the loss of the expected inheritance and gifts from Decedent Paul Barringer as desired by Decedent Paul Barringer as well as the potential loss of CFRC or parts thereof as a family business. Petitioner Hampton Luzak would show that as a result of Mrs. Barringer's actions leading to the ostensible control of CFRC by Merrill Light, CFRC has made plans to sell, and has sold, integral portions of the business. Petitioner Hampton Luzak received a letter to stockholders from Travis Bryant dated July 14, 2016 informing her that CFRC had sold three of its manufacturing facilities in a transaction that closed on June 24, 2016. Selling lumber-related portions of CFRC was antithetical to the wishes and desires of Decedent Paul Barringer and not in the best interests of the Barringer family. Because of the actions of Mrs. Barringer, with the aid of her co-conspirators, resulting in Merrill Light purportedly seizing the controlling CFRC voting stock, Petitioner Hampton Luzak will be unable to continue participating in the Barringer family business and will be unable to enjoy the lifetime benefits of having one's own business for her family, including her husband and son, to work in.

150. Petitioner Hampton Luzak is informed and believes she is entitled to recover compensation from Mrs. Barringer for her actual damages and losses, and she is entitled to recover punitive damages in an amount to be determined by a jury.

WHEREFORE, Petitioner Hampton Luzak prays that she be granted judgment against Merrill U. Barringer individually for the first through fifth causes of action, including but not limited to, the following:

- A. For actual and punitive damages, costs and attorney fees against Merrill U. Barringer for intentional interference with Petitioner Hampton Luzak's inheritance and gifts, and civil conspiracy;
- B. For a constructive trust in favor of Petitioner Hampton Luzak to be imposed on the property subject to the testamentary power of appointment given to Respondent Merrill U. Barringer and for an injunction prohibiting Respondent Merrill U. Barringer from exercising that testamentary power of appointment.
- C. For an order from this Court directing Respondent Merrill U. Barringer to comply with the contract not to revoke her will.
- D. For prejudgment interest;
- E. For attorney fees and costs; and
- F. For such other relief as the Court deems just and proper.

PETITIONER DEMANDS TRIAL BY JURY.

[Signature and addresses on next page]

//

//

//

//

Respectfully submitted,

MACLOSKIE LAW FIRM



Charles B. Macloskie (S.C. Bar No. 3514)

P.O. Box 280

1506 Prince Street

Beaufort, SC 29901

Telephone: (843) 524-0909

Fax: (843) 521-1379

macloskielawfirm@hargray.com

and

James R. Gilreath (S.C. Bar No. 02133)

William M. Hogan (S.C. Bar No. 65272)

THE GILREATH LAW FIRM, P.A.

110 Lavinia Avenue (zip 29601)

P. O. Box 2147

Greenville, SC 29602

Telephone: (864) 242-4727

Fax: (864) 232-4395

jim@gilreathlaw.com

bhogan@gilreathlaw.com

and

S. Alan Medlin (S.C. Bar No. 3924)

1713 Phelps Street

Columbia, SC 29205

Telephone: (803) 777-7465

Fax: (803) 777-7465

amedlin@sc.rr.com

**ATTORNEYS FOR PETITIONER
HAMPTON BARRINGER LUZAK**

Dated: May 29, 2019
Greenville, South Carolina.

FILED ROA 000938

2019 MAY 29 PM 1:47

PROBATE COURT
BEAUFORT COUNTY, SC

Exhibit 1

Paul B. Barringer Durable Power of Attorney
dated 12/15/2011

ROA 000938

10
2/11/12
McNair
8802

BEAUFORT COUNTY SC - ROD
BK 03141 PGS 3168-3171
FILE NUM 2012025941
05/11/2012 10:56:51 AM
REC'D BY R WEBB RCPT# 676295
RECORDING FEE\$ 21.00

**Durable Power of Attorney
by
Paul B. Barringer, II**

(Effective Immediately)

John M. Jolley, Esquire
McNair Law Firm, P.A.
23-B Shelter Cove Lane
Hilton Head Island, South Carolina 29928

HILTONHEAD 755004v1 049819-00003

ROA 000939

GENERAL DURABLE POWER OF ATTORNEY
Given By Paul B. Barringer, II, As Principal

KNOW ALL MEN BY THESE PRESENTS, that I, Paul B. Barringer, II, (hereinafter sometimes referred to as the "Principal") of Hilton Head Island, Beaufort County, South Carolina, do hereby constitute and appoint Merrill U. Barringer (hereinafter referred to as "Agent") of Hilton Head Island, South Carolina, as true and lawful attorney for me and in my name, place and stead to exercise the powers set forth below. In addition, I have this day also appointed Merrill B. Light of Hilton Head Island, South Carolina, to serve as Alternate Agent but without authority to exercise any of the powers set forth below except that if my Agent shall be unable or unwilling to serve or to continue to serve as such Agent, then my Alternate Agent shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Agent. The term "Agent" shall thereupon refer to my Alternate Agent named herein. My Alternate Agent may execute and deliver an affidavit that my Agent is unwilling or unable to serve or to continue to serve and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein. In such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

I. **ASSET POWERS**

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

A. **Power to Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

B. **Power to Buy.** To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate.

C. **Power to Invest.** To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds,

HILTONHEAD 755004v1 049819-00003

securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent.

D. Power to Manage Real and Personal Property. With respect to real and personal property; to lease, and release; to recover possession of by all lawful means; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other real and personal property; to mortgage and/or grant security interests in any real and personal property or intangibles now or hereafter owned by me.

E. Power to Exercise Rights in Securities. To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts), including IRA accounts.

F. Power to Demand and Receive. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of all of my property and causes of action that I may have, as my Agent deems appropriate.

G. Power with Respect to Bank Accounts. To establish accounts of all kinds, including checking, money market, savings, and IRA accounts for me with financial institutions of any kind, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts.

H. Power with Respect to Safe-Deposit Boxes. To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

I. Power with Respect to Legal and Other Actions. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

J. Power with Respect to Insurance. To purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my

- 2 -

HILTONHEAD 755004v1 049819-00003

Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder.

K. Power with Respect to Taxes. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 2006 and 2036 and for any years, which are still open for audit; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; and to exercise any elections I may have under federal, state or local tax law.

L. Power to Make Gifts. To make gifts or other transfers without consideration either outright or in trust, (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift. PROVIDED, however, that my Agent shall not make any gifts constituting a future interest within the meaning of Section 2503(b) of the Internal Revenue Code and shall not make gifts in excess of \$13,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year to any one person unless my spouse has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code and in that event such gift shall not exceed \$26,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year. PROVIDED further however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall be limited to the lesser of i) the amount set forth above or ii) an amount (in total for each calendar year) equal to the greater of Five Thousand (\$5,000.00) Dollars or Five (5%) percent of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.

M. Power to Fund Trusts Created by the Principal. To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

N. Power to Withdraw from Trusts Created by the Principal for Expenses and Gifting. To withdraw from any revocable trust created by me for the purpose of funding my ongoing living expenses, gifts to be made by me or in my name, or fulfill other purposes delegated

to the Agent pursuant to the terms of this Power of Attorney.

It is my intent that this document shall grant to my Agent the full authority to perform any act or provide any service that I could do in my own right.

II. CARE AND CONTROL OF THE PRINCIPAL

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

A. **Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment.

B. **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

C. **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45CFR 164.502(g)(2)) for all purposes relating to my "protected health information." I do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past, or are currently providing, the undersigned with any type of medical, mental or other types of health care, to disclose to my HIPAA personal representative and any other successor HIPAA personal representative all of my health care information and all "protected health information" for the purpose of determining my capacity as defined in any such powers of attorney, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

- 4 -

HILTONHEAD 755004v1 049819-00003

III. INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation, i) to take any appropriate court action; ii) to employ, compensate and discharge such domestic, medical and professional personnel; iii) to execute and deliver any and all documents; iv) to borrow funds in my name and on my behalf for the purposes of this document; v) to supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part; and vi) to do all miscellaneous acts necessary and appropriate, including the right to open and redirect my mail, to take or deny custody of all of my important documents, and to obtain and release or deny information or records of all kinds relating to me.

IV. THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that i) third parties may rely upon the continued existence of this document until actual notice of its termination is given; ii) the powers conferred on my Agent by this instrument may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf; iii) no Person who acts in reliance upon any representations my Agent may make shall incur any liability to me for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property; and iv) all parties are authorized to release any information to my Agent without limitation and are released from any legal liability whatsoever to me for complying with my Agent's requests.

V. RESTRICTIONS ON POWERS

Prohibition on Power to Benefit Agent. Notwithstanding any provision herein to the contrary, my Agent shall be prohibited (except both as specifically authorized in this instrument and as the Principal has previously supported the Agent) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass directly or indirectly to my Agent or his or her estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

VI. DURABILITY PROVISION

Durability. This power of attorney shall not be affected by physical disability or mental incompetence of the Principal, which shall render the Principal incapable of managing the Principal's own estate. All acts done by the Agent pursuant to the power during the period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the Principal or the Principal's heirs, devisees, legatees, and personal representatives as if the Principal were mentally competent and not disabled.

VII. ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

A. Reimbursement of Agent. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

B. Nomination of Agent as Conservator and Guardian for Principal. To the extent that I am permitted by law to do so, I herewith nominate my Agent to serve as my guardian, conservator and/or in any similar representative capacity.

C. No Duty to Monitor Health. My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any

- 6 -

HILTONHEAD 755004v1 049819-00003

actions need be taken under this instrument.

D. **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

E. **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the State of South Carolina in all respects.

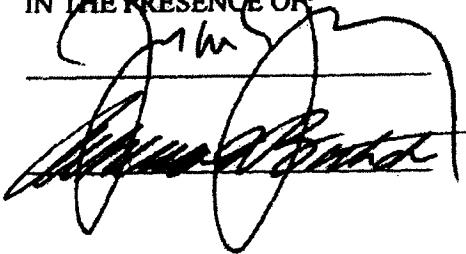
F. **Revocation, Removal, Amendment and Resignation.** This instrument may be amended or revoked by me. My Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my Agent.

G. **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

H. **Bond and Accounting.** I direct that no court be authorized to require a bond, accounting or inventory.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of
December, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



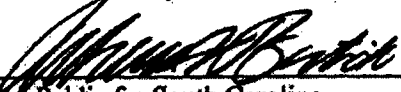
 (L.S.)
Paul B. Barringer, II

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT
under SC Code 30-5-30(C)

I, Rebecca L. Bostick, do hereby certify that Paul B. Barringer, II personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of December, 2011.

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 05/20/2020

Attestation Page For General Durable Power of Attorney of Paul B. Barringer, II

I, **Paul B. Barringer, II**, the Principal, sign my name to this instrument this 15th day of December, 2011, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Paul B. Barringer, II

We, John M. Jolley and Rebecca L. Bostick, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally, and to the undersigned authority, that the Principal signs and executes this instrument as the Principal's Power of Attorney and that the Principal signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Principal and in the presence of each other, hereby sign this Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Witness

WIKI

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

Subscribed, sworn to and acknowledged before me by **Paul B. Barringer, II**, the Principal and subscribed and sworn to before me by **John M. Jolley**, witness, this 15th day of December, 2011.

Notary Public for South Carolina
My Commission Expires: 05/20/2020
(NOTARY SEAL)

FILED ROA 000949

2019 MAY 29 PM 1:47

PROBATE COURT
BEAUFORT COUNTY, SC

Exhibit 2

Paul Barringer Privilege Log

ROA 000949

b7c

LUZAK V. LIGHT, ET. AL.
CASE NO. 1:15-CV-501-AJT-IDD
FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PAUL BARRINGER PRIVILEGE LOG
October 15, 2015

0950

ROA-00950

PBARRINGER-000048		John Jolley, Esq.		1/30/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000049	PBARRINGER-000050	John Jolley, Esq.	Robert Slane	2/15/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000051	PBARRINGER-000052	John Jolley, Esq.	Robert Slane cc: Becki Bostick	2/15/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000053	PBARRINGER-000054	John Jolley, Esq.		2/23/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000055	PBARRINGER-000056	John Jolley, Esq.	Robert Slane cc: Becki Bostick	2/22/2012	Email string re Paul Barringer Trust	Attorney-Client
PBARRINGER-000057		John Jolley, Esq.	Paul B. Barringer, II Merrill U. Barringer	2/21/2012	Letter to Mr. and Mrs. Barringer re Paul Barringer Trust and Merrill U. Barringer Will	Attorney-Client
PBARRINGER-000058	PBARRINGER-000087			2/28/2012	Paul B. Barringer First Amendment and Restatement of Revocable Trust Agreement	Attorney-Client
PBARRINGER-000088	PBARRINGER-000089	John Jolley, Esq.	Robert Slane	3/12/2012	Email string re Paul Barringer Restated Trust 2012	Attorney-Client
PBARRINGER-000090	PBARRINGER-000095	John Jolley, Esq.	Paul B. Barringer, II	3/26/2012	Letter and bill for services rendered re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000096		John Jolley, Esq.	Robert Slane	3/27/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000098	PBARRINGER-000099	John Jolley, Esq.		4/9/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000100	PBARRINGER-000101	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/9/2012	Draft memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000102		John Jolley, Esq.		Undated	John Jolley, Esq. notes on Paul Barringer's July 2011 Financial Statement	Attorney-Client
PBARRINGER-000103	PBARRINGER-000104	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/9/2012	Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000105	PBARRINGER-000106	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/9/2012	John Jolley, Esq. copy of Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts with Mr. Jolley's Notes	Attorney-Client
PBARRINGER-000107		John Jolley, Esq.		Undated	John Jolley, Esq. notes on Paul Barringer's July 2011 Financial Statement	Attorney-Client
PBARRINGER-000108	PBARRINGER-000110	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merrill B. Light and Robert Slane	4/11/2012	Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000112		Robert Slane	John Jolley, Esq.	4/18/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000113		John Jolley, Esq.		5/1/2014	Notes re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000114	PBARRINGER-000115	John Jolley, Esq.	Paul B. Barringer, II Merrill U. Barringer	5/17/2012	Letter to Mr. and Mrs. Barringer re estate planning	Attorney-Client
PBARRINGER-000116	PBARRINGER-000144			7/20/2012	Second Amendment and Restatement of Paul Barringer Revocable Trust Agreement	Attorney-Client
PBARRINGER-000145		John Jolley, Esq.		6/12/2014	Notes re Paul Barringer estate planning	Attorney-Client

LUZAK V. LIGHT, ET. AL.
CASE NO. 1:15-CV-501-AJT-IDD
FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PAUL BARRINGER PRIVILEGE LOG
October 15, 2015

ROA-000951

ROA-000951

PAUL BARRINGER-000146		John Jolley, Esq.	Paul R. Barringer, II	1/10/2013	Email re Paul Barringer estate planning	Attorney-Client

ROA 000952

Exhibit 3
CFRC Stock Register

ROA 000952

EXHIBIT A

ROA 000953

Coastal Forest Resources Company - Stock Register as of February 30, 2014					
Issue Date	Class	Stock #	Shareholder Name	# Shares	
10/3/2004	Voting	1	Paul B Barringer		Transferred 5/11/12 Cert. #13 38,272 sh.
10/3/2004	Voting	2	Merrill B. Light	59,521	
10/3/2004	Voting	3	Hampton B. Luzak		Transferred Cert #11 59,521 sh.
10/3/2004	Voting	4	Stephen H. Conger, Jr.		Cancelled 4/29/10 27,521 sh. (redeemed)
10/3/2004	Voting	5	Robert C.L. Conger	19,001	
10/3/2004	Voting	6	Robert C.L. Conger as Trustee u/a/w Stephen H. Conger, Jr., dtd 12/22/94 b/o Stephen H. Conger, III	3,929	
10/3/2004	Voting	7	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Geoffrey A. Hardee	1,519	
10/3/2004	Voting	8	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Robert C.L. Conger, Jr.	2,701	
10/3/2004	Voting	9	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Lewis F. Conger	2,701	
10/3/2004	Voting	10	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Mary Sue Conger	2,701	
12/31/2008	Voting	11	Anne Hampton Barringer Luzak and Guardian Trust Company, FSB, Trustees of the AHBL 2008		Transferred to Cert. #12 59,521 sh.
			Irrevocable Trust B U/A dated December 17 2008		
10/26/2009	Voting	12	Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008		
			Irrevocable Trust B U/A dated December 17 2008	59,521	From Cert. #11 59,521 sh.
5/7/2012	Voting	13	Paul B. Barringer, Trustee of the Paul B. Barringer Irrevocable Trust U/A Dated December 4, 1998		From Cert. # 1 - Cancelled 5/11/12 38,272 sh
5/11/2012	Voting	14	Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust U/A Dated December 4, 1998		From Cert. # 13; - Cancelled 38,272 sh to Cert's 15 & 16
9/11/2012	Voting	15	Paul B. Barringer, II, Trustee of the Paul B. Barringer Revocable Trust dated 12/4/1988	1	From Cert #14
9/11/2012	Voting	16	Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust dated 2/21/2008	38,271	From Cert. # 14
12/1/2013	Voting	17	J. Travis Bryant	1	
			TOTAL SHARES ISSUED	190767	

CFRC 000628
CONFIDENTIAL
ROA 000953

246

FILED ROA 000954

2019 MAY 29 PM 1:47

PROBATE COURT
BEAUFORT COUNTY, SC

Exhibit 4

June 28, 2012 Board Minutes

ROA 000954

345

COASTAL FOREST RESOURCES COMPANY

BOARD OF DIRECTORS MEETING MINUTES

JUNE 28, 2012

A special meeting of the Board of Directors ("Board") of Coastal Forest Resources Company ("CFRC") was held on June 28, 2012 pursuant to notice duly delivered to the members of the Board as required by the Bylaws of CFRC. Paul B. Barringer, II, Kevin M. Luzak, Merrill Light and Michael B. Hagler, all of CFRC's directors, were in attendance, as was Bradley J. Herring, the company's counsel, and Samuel W. Johnson, Mr. Herring's law partner; Merrill Barringer joined the meeting while in process. All attendees participated telephonically.

The meeting was called to order at 3:30 p.m. Eastern Standard Time, and Kevin Luzak opened the meeting by endeavoring to discuss the timeline of events which ultimately led to Paul Barringer's attempt to dismiss Mr. Luzak from his position as President and CEO of CFRC. He indicated that he and Mr. Barringer initially met on June 19 to discuss various issues, and Mr. Barringer's two main concerns related to, first, Mr. Barringer's position that he and Mrs. Light had been thrown out of the most recent meeting of the Board which had been held in Charleston, South Carolina, and second, that slides containing various information which was to have been discussed with the Board had been withheld by Mr. Luzak and Mr. Barringer believed that Mr. Luzak had failed to keep him informed of his activities as President and CEO. At the meeting on June 19, Mr. Barringer told Mr. Luzak that he was dismissing him from his position as President and CEO.

Mr. Luzak responded that Mr. Barringer and Ms. Light were not thrown out of the preceding Board meeting, at which point Mr. Barringer indicated that the current meeting had been called for the purpose of hiring an independent third party to investigate the alleged activities of Kevin Luzak in his capacity as President and CEO of CFRC leading to the effort to terminate his employment and that he was not in favor of taking such action.

Mr. Luzak indicated that he did not believe the Board could act appropriately in dismissing him without proper information, and he vehemently disagreed with Mr. Barringer's allegations against him. He noted that the Board has a fiduciary duty to the shareholders to determine what happened and to base its decision on those actual events.

Mr. Barringer again indicated he was not interested in an independent investigation, and further noted that Mr. Luzak had requested a \$1,000,000.00 check, which Mr. Luzak denied. Mr. Luzak noted that at the prior Board meeting, he had requested an independent compensation consultant to determine the fair level of compensation to him.

Mr. Hagler indicated that he needed information related to the allegations in order to make a decision regarding Mr. Luzak's position with CFRC, and at this point did not know anything about the allegations.

At this point, Mr. Barringer indicated that one of the main reasons Mr. Luzak needed to be dismissed was due to his greed. He continued that Mr. Luzak was the greediest person he knew.

Mr. Luzak then made a motion to retain an independent qualified third party to investigate the allegations related to his alleged activities. Mr. Hagler seconded the motion. Mr. Luzak and Mr. Hagler voted for the motion, and Mr. Barringer and Mrs. Light voted against it, so the motion failed.

Mr. Barringer next made a compound motion to remove Mr. Luzak from all offices with CFRC effective immediately and to appoint himself as President and CEO of CFRC. At this point, Mr. Herring pointed out that due to conflicts of interest concerns, it was his opinion that Mr. Barringer and Mr. Luzak would not be disinterested directors in connection with the vote on this motion. Mr. Barringer then withdrew the compound motion and made a single motion that Mr. Luzak be removed from all offices effective immediately, and Mrs. Light seconded the motion. Mr. Barringer and Mrs. Light voted for the motion and, Mr. Luzak and Mr. Hagler voted against the motion. Mr. Herring noted that he believed Mr. Luzak's voting against his own removal from office was a conflict of interest and therefore he was not a disinterested director. Therefore, the motion carried by a vote of the majority of the disinterested directors on a 2 to 1 basis. Mr. Luzak noted for the record that he disagreed with Mr. Herring's position that his vote against his removal constituted a conflict of interest.

Mr. Barringer next made a single motion that he be appointed President and CEO of CFRC, and Mrs. Light seconded the motion. Mr. Barringer and Mrs. Light voted for the motion, and Mr. Luzak and Mr. Hagler voted against the motion. Mr. Herring noted that Mr. Barringer also had a conflict of interest in voting for himself as President and CEO, and that, in any event, the motion did not obtain the affirmative vote of a majority of the directors; therefore, the motion did not pass. Mr. Herring noted that the result is that the office of President and CEO of the CFRC remains vacant.

Mr. Barringer next made a motion to adjourn the meeting, which motion was seconded by Mrs. Light. Mr. Barringer and Mrs. Light voted for the motion, and Mr. Luzak and Mr. Hagler voted against the motion, so it did not pass, and the meeting continued.

Mr. Hagler noted that he was concerned that Mr. Barringer sounded confused during the course of the meeting and was concerned about Mr. Barringer's understanding of the facts. Mr. Hagler asked Mr. Barringer to reconsider the independent third party to look into Mr. Barringer's allegations. Mr. Barringer then made a second motion to adjourn the meeting which was seconded by Mrs. Light, and Mr. Barringer, Mr. Luzak and Mrs. Light voted in favor of the

ROA 000957

motion. Mr. Hagler voted against the motion and it passed by a 3-1 vote. The meeting was then adjourned at 4:10 p.m. Eastern Standard Time.

Respectfully submitted,

Bradley J. Herring
Corporate Counsel

ROA 000957