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Oct 25 2022

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

VERIFIED PETITION FOR REVIEW OF ORDER LIFTING AUTOMATIC STAY

Pursuant to Rule 241 of the South Carolina Appellate Court Rules, Appellant William B. Walkup (“Walkup”) seeks review of the probate court’s order lifting the automatic stay. On October 7, 2022, the probate court issued an Order Lifting Automatic Stay, allowing Alex Weatherly (the court appointed trustee) to serve as the trustee during the pendency of the appeal. (Copy of the Order Lifting Automatic Stay, dated Oct. 7, 2022 attached hereto as **Exhibit A.**)¹

The trust is a testamentary trust created by Eldridge Baskin, the father of Jane E. Baskin (“Baskin”). Baskin is the sole beneficiary, and she is a 76-year-old woman, and she suffers from

¹ Pursuant to Rule 241(d)(4)(C), SCACR, this order shows that an application for Baskin’s relief of a lift of the automatic stay was made to the lower court. It was improperly granted.

Additionally, the probate court has indicated that it will not require a bond of Mr. Weatherly, but it has not yet issued an order regarding the same. Walkup plans on seeking this Court’s relief with respect to that order as well, and he reserves all rights regarding the same. However, out of an abundance of caution, Walkup is proceeding with this petition without the order on the bond to ensure that the Order Lifting the Automatic Stay is reviewed quickly.

the debilitating disease cerebral palsy and needs round-the-clock care. Walkup has been serving as her trustee since 1990.

Importantly, the trust funds are likely expire within approximately twenty-eight (28) months (if not sooner) if Weatherly serves as trustee. (Aff. of William Walkup, ¶ 13, dated Oct. 25, 2022, attached hereto as **Exhibit B**.) Both sides have agreed that Walkup has been a superb money manager for the trust. Allowing Weatherly to have free rein over the trust funds and their expenditure may lead to severe results for the beneficiary Jane E. Baskin (“Baskin”). (Aff. of Walkup ¶ 15, 17). Ignoring the general rule of an automatic stay thwarts the purpose of the automatic stay, which is to prevent the appeal from becoming moot. If the Order stands, certain aspects of the appeal may become moot because all of the corpus will be spent. Worse, Baskin will have little to no financial support to live, which is only amplified as she is completely dependent on others to live.

The probate court’s Order Lifting Automatic Stay is erroneous, and if it is allowed to stand, aspects of the appeal may become moot. Baskin will be without trust funds, in direct contravention of the trust language signed by her father, Eldridge Baskin. Respectfully, this Court should reinstate the automatic stay and restore the status quo.

I. *Factual Background*

On September 10, 1990, Eldridge Baskin signed his Last Will and Testament, in which he created a testamentary trust for the benefit of his only daughter Jane Baskin. (A copy of the Last Will and Testament is attached hereto as **Exhibit C**.) He named Walkup as the trustee, and he has been serving as such since Eldridge Baskin’s death on September 21, 1990. In other words, he has been serving as Baskin’s trustee for over 30 years. (Aff. of Walkup ¶ 4.) In his Last Will and Testament, Eldridge Baskin stated as follows:

All the rest, residue, and remainder of my property, both real and personal, of which I may die seised and possessed, I give, devise, and bequeath unto my trustee, hereinafter named, in trust, for the sole benefit of my daughter, Jane E. Baskin, the sole purpose of the trust created hereunder being to provide for the well being of Jane E. Baskin *so long as she shall live*.

(Ex. C, Art III (emphasis added).) At the time Eldridge Baskin executed his Last Will and Testament, Jane Baskin was already suffering from cerebral palsy, and the trust language suggests that Eldridge Baskin knew his daughter needed financial help. Importantly, he instructed Walkup “to provide for the well being of Jane E. Baskin so long as she shall live.” In 1990, the trust balance was \$131,000 and a rundown rental house. As of the beginning of the trial on this matter, the trust balance was over \$500,000. All parties have agreed that Walkup is an excellent money manager.

During the litigation of this matter, the parties entered into a Temporary Settlement Agreement,² which provided that Walkup would serve as the trustee to manage the trust funds and Weatherly would serve as special trustee to interact with Baskin. (A copy of the Temporary Settlement Agreement is attached hereto as **Exhibit D**.) The Temporary Settlement Agreement provides for a budget, which was created by Baskin, her attorneys, and Michele Moseley, who is Baskin’s head caregiver, power of attorney (both financial and health care), and beneficiary of

² The Temporary Settlement Agreement was reached during the first part of the trial of this matter on January 4-6, 2021. During these two days, Baskin put up her case, and Walkup began his case with his live testimony. The parties then entered into the Temporary Settlement Agreement on January 6, 2021. Pursuant to the Temporary Settlement Agreement, the “parties agree that this settlement agreement will be a temporary solution to determine its feasibility moving forward and the parties will report to the Court in 6 months’ time with a progress report by July 16, 2021.” (Ex. D, ¶ 10.) Walkup concluded it was not feasible for the Temporary Settlement Agreement to remain in force, and he wanted to continue with his case. Therefore, the second part of the trial resumed on August 5, 2022. The order resulting from the trial is one of five probate court orders on appeal before this Court regarding this matter.

Baskin's estate. The Temporary Settlement Agreement was to control the parties for six months "to determine its feasibility moving forward" (Ex. D. ¶ 10.)

Despite the budget created by Baskin, Weatherly, and Moseley, requests for additional money continued during and after the litigation. During the litigation, Baskin asked for additional money, and Walkup agreed provided it would be used to pay for additional caregiving services. After the litigation, Baskin asked for additional money to build a screened-in porch and deck. (Mot. to Lift Automatic Stay, attached hereto as **Exhibit E**.) In her motion, Baskin stated "the provisions of the Temporary Settlement Agreement are too restrictive and no longer appropriate." (Ex. E, ¶ 11.) To the contrary, there are not enough trust funds to support these continued additional expenditures. This issue is exacerbated by the fact that under the probate court's Order, Weatherly (who continues to ask for more money) will have unfettered access to the trust account without the benefit of Walkup managing the money.

Walkup is the principal of Walkup and Associates, which is a money management and investment firm that has over \$100 million in investment funds. (Aff. of Walkup ¶ 2). He has been the Chairman of the Board of Trustees and Chairman of the Finance Committee for Shandon Methodist Church. (*Id.*) He invests the church funds with Walkup and Associates and has grown the fund from \$600,000 to \$6.8 million. (*Id.*) It is undisputed that he is a successful money manager. He has repeatedly argued and has presented to the probate court numerous analyses that the trust funds will run out if Weatherly continues to spend money as he does. He made these arguments before the economy took its downward spiral. He contends that with Weatherly's latest requests for additional money to build a screened in porch, the funds will last an estimated twenty-eight (28) months. (*Id.* ¶ 13.) This figure does not account for inflation or worsening physical or medical needs for Baskin. (*Id.* ¶ 13).

II. *Grounds for Petition and Legal Arguments*

This Court should impose the automatic stay as provided for in Rule 241, SCACR, to preserve the status quo and to prevent certain issues that are contested on appeal from becoming moot. Irreparable harm is likely to occur if Weatherly is appointed to serve as the trustee. The general rule of an automatic stay serves a specific purpose – to preserve the status quo in case the appellate court reaches a different conclusion than the trial court. *Here, if Weatherly is appointed as trustee (with Michele Moseley in the passenger seat), there are serious concerns that the trust funds will be depleted if the stay is lifted.*

A. Irreparable Harm Will Result if the Stay is Lifted.

Irreparable harm will be suffered if Weatherly is allowed to serve as trustee in lock-step with Michele Moseley as Baskin’s power of attorney, health care power of attorney, heir to Baskin’s estate, and care manager. Rule 241(c), SCACR, provides that when a court considers such motions, it should “consider whether such an order is necessary to preserve jurisdiction of the appeal or *to prevent a contested issue from becoming moot.*” Rule 241(c), SCACR (emphasis added). The appeal will likely become moot regarding a contested issue if Weatherly is appointed as trustee because the funds will be depleted under his and Michele Moseley’s control. The amount of trust fund resources is finite. Under the financial management of Walkup (whom everyone concedes has made substantial amounts of money for the trust), the trust is scheduled to run out of funds in 28 months. It can only follow that if Walkup is not financially managing the funds *and* Weatherly and Moseley spend more money than they have been receiving under the budget then the funds will expire much sooner. This concern is echoed in Plaintiff’s Motion for Lift of Automatic Stay when she states (and the probate court adopted) “[t]he Plaintiff believes that the provisions of the Temporary Settlement Agreement are too restrictive and no longer appropriate .

...” (Ex. E, Mot. to Lift Automatic Stay ¶ 12.) This begs the question of what conditions have changed that Baskin needs more money?

The only one raised in the motion is expenditures “recommended” by the Guardian ad Litem. This statement is misguided. Michele Moseley, Baskin’s POA, head caregiver, and beneficiary of Baskin’s estate, was charged with making Baskin’s house handicap accessible. She hired her brother and father to handle the renovations. Moseley and her family failed to make the house handicapped accessible. Second, the GAL noted that the caretaker, who lives in 75% of Baskin’s house, has access to the ramp, not Baskin. More specifically, she stated “[o]ver 75% of the home is occupied by Ms. Spires which includes the front door that has the handicap accessible ramp. This is not accessible to Ms. Baskin.” (GAL Report, attached hereto as **Exhibit F** at 3, dated Aug. 9, 2022.)³ Then, she goes on to recommend “[t]he door that is in Ms. Baskin’s room leading to the outside has stairs instead of handicap accessible ramp. This is a safety hazard and makes the door inaccessible. If there was a fire on the front end of the house, the caregiver would not be able to get herself or Ms. Baskin out of the house going down the stairs.” (*Id.*)

This is a far cry from a new backyard screened-in porch and deck for which Baskin is now asking. A simple ramp could be built off the side of Baskin’s side of the house, yet Moseley and her family did not build one. Nor are they requesting to build one now. Rather, they want a full backyard deck. (*See* Estimate from Millennium Home & Yard Improvements, dated June 14, 2022, sent to the Court and Walkup’s counsel on Aug. 4, 2022, attached as **Exhibit G**.) There is no need for one (one that Moseley will inherit) especially considering the limited nature of the

³ The GAL has also stated that Michele Moseley “lacks experience in dealing with a complex situation such as this” and that a “certified geriatric care manager would . . . provide the needed supervision.” (Ex. F at 4.)

funds.⁴ If there is any self-dealing in this case, it lies with Moseley, the POA (financial and health care), the care manager, caregiver, and beneficiary of Baskin's estate. Free rein should not be given to Weatherly and Moseley. One of the main issues on appeal may be rendered moot if Weatherly is allowed to serve as trustee during the pendency of this appeal. *See* Rule 241(c)(2), SCACR.

B. Appellate Grounds Warrant Reversal, and the Status Quo Needs to be Maintained.

The automatic stay exists for a reason. It preserves the status quo during the appellate process. The potential harm that may occur if the stay is lifted and error has been committed is substantial. The intent of Eldridge Baskin cannot be lost in this litigation as it is of paramount concern. *See Epworth Children's Home v. Beasley*, 365 S.C. 157, 166, 616 S.E.2d 710, 715 (2005) (holding "the primary consideration in construing a trust is to discern a settlor's intent."); *Holcombe-Burdette v. Bank of America*, 371 S.C. 648, 658, 640 S.E.2d 480, 485 (Ct. App. 2006) ("In ascertaining a settlor's intent, if the language of the trust instrument is perfectly plain and capable of legal construction, such language determines the force and effect of the instrument.").

Eldridge Baskin's Last Will and Testament clearly and unambiguously states as follows:

All the rest, residue, and remainder of my property, both real and personal, of which I may die seised and possessed, I give, devise, and bequeath unto my trustee, hereinafter named, in trust, to be held, administered and distributed hereinafter provided for the sole benefit of my daughter, Jane E. Baskin, ***the sole purpose of the trust created hereunder being to provide for the well being of Jane E. Baskin so long as she shall live.***

(Ex. C at 1 (emphasis added).) There is serious concern that Eldridge Baskin's intent will not be followed if Alex Weatherly is appointed to serve as trustee with Michele Moseley in the

⁴ Moseley is the beneficiary of Baskin's will to include receipt of the house proposed for more improvements.

background, wearing her numerous legal hats. The probate court did not place any emphasis on the settlor's intent or the broad discretion that the settlor gave to Walkup.

C. The Probate Court Failed to Require a Bond or Any Supervision of Weatherly.

The probate court's Order does not require any bond or supervision of Weatherly.⁵ There is no evidence that Weatherly knows how to properly manage trust funds, and Walkup contests the issue that Weatherly properly knows how to administer a trust. Walkup contends in a separate lawsuit that Weatherly and Moseley have conspired against him to deplete trust funds. (Aff. of Walkup ¶ 14.) Assuming *arguendo* that Weatherly can serve as trustee, he has no oversight. This is unacceptable.

D. The Probate Court's Conclusion that the Temporary Settlement Agreement Would Control if the Stay is Imposed is Incorrect.

Out of an abundance of caution, Walkup addresses the probate court's fundamental flaw stating that the Temporary Settlement Agreement, which created a budget and placed Weatherly as Special Trustee, is the "operative directive." (See Order Lifting Automatic Stay ¶ 6.) This position is at odds with this Court's conclusion that the Temporary Settlement Agreement is over. More specifically, this Court held that "[t]his Court issued an Order on August 23, 2022 removing Defendant William B. Walkup as Trustee of the Trust for Jane E. Baskin; *therefore, ending the*

⁵ If a stay is granted, this Court should require a bond from Weatherly. Eldridge Baskin did not require a bond of Walkup. Specifically, Eldridge Baskin stated that "[Walkup] he shall serve without bond." (Ex. C at 5.) This is not a situation contemplated by section 62-7-702 which provides that bonds are not required if the trust instrument does not require the trustee to post bond. This is a situation where Eldridge Baskin stated William B. Walkup, specifically, does not have to post bond. It does not refer to trustees, in general, not having to post bond. Here, a trustee is being appointed in contravention of Eldridge Baskin's intent as expressed in his Will. Moreover, Walkup contends that the court-appointed trustee is engaged in a conspiracy to deplete the trust funds. Therefore, if a stay is granted, this Court should require a bond of Weatherly and drastically reduce his authority as a substitute trustee for the trustee (Bill Walkup) specifically designated by Eldridge Baskin thirty years ago.

Temporary Settlement Agreement and eliminating the request to enforce the temporary settlement agreement no longer necessary.” (Order for Sanctions at 1, dated Aug. 31, 2022 (emphasis added), attached hereto as **Exhibit H.**) Moreover, in the probate court’s Order Denying Motion for Recusal, this Court ordered “[t]he Temporary Settlement Agreement filed on January 6, 2021, and amended on October 29, 2021, shall remain in place until final judgment.” (Recusal Order (without voluminous exhibits) at 10, dated Apr. 28, 2022, attached as **Exhibit I.**) In other words, the Temporary Settlement Agreement is null and void. Now, the probate court concludes it is the operative document and that if the stay remains in place, the terms of the Temporary Settlement Agreement control. Not so. The dictates of Rule 241(a), SCACR provides that the general rule is that all matters related to the trustee are stayed. Walkup remains the trustee, Baskin is the beneficiary, and Weatherly has no role, other than advisor to Baskin. The probate court offers no substantive law to support its conclusion that Weatherly can step in as trustee during the appeal of this matter.

CONCLUSION

This Court should overturn the probate court’s order regarding the lift of the automatic stay. Removal of a trustee is not an exception to the general rule under Rule 241(a), SCACR. The potential harm that could result to Baskin is severe. Her father specifically chose his friend and cousin, Bill Walkup, to serve as Baskin’s trustee. His intent has been ignored throughout this litigation. However, Walkup has not ignored Eldridge Baskin’s intent. Walkup remains steadfast to the promise he made to Eldridge Baskin, which is “to provide for the well being of Jane E. Baskin so long as she shall live.” This directive will be in serious jeopardy if the automatic stay is lifted and Weatherly becomes trustee with unfettered control while the appellate system considers whether error was committed. The automatic stay should not be lifted.

SOWELL & DuRANT, LLC

s/Thornwell F. Sowell, III

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Attorneys for Appellant William B. Walkup

Columbia, South Carolina
October 25, 2022

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT A

**VERIFIED PETITION FOR REVIEW OF ORDER LIFTING
AUTOMATIC STAY**

Order Lifting Automatic Stay, dated Oct. 7, 2022

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE PROBATE COURT

FILED

Case Number: 2020-GC-40-72

2022 OCT -7 PM 12: 07

Jane E. Baskin,)
Plaintiff,)
vs.)
William B. Walkup,)
Defendant.)

AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

**ORDER LIFTING
AUTOMATIC STAY**

This matter came before the Court on the Plaintiff's Motion to Lift the Automatic Stay, pursuant to Rule 241 of the South Carolina Appellate Court Rules, pending the Defendant's appeal of this Court's Order Removing Trustee. The record in this case reflects the following:

1. The Plaintiff, Jane E. Baskin, is a 76-year-old woman who is the beneficiary of the Eldridge Baskin Trust at issue in this case (the "Trust"). Ms. Baskin suffers from the debilitating disease Cerebral Palsy and is in need of round-the-clock care.

2. The Trust requires the ongoing and appropriate administration of the Trust assets and the distribution of income and principal as necessary for Ms. Baskin. Ms. Baskin is dependent upon the Trust and its proper administration.

3. On August 23, 2022, this Court issued its Order Removing Trustee. This Court removed the Trustee because of his failure to properly administer the Trust for the benefit of Ms. Baskin, as is more particularly described in this Court's Order Removing Trustee.

4. On September 1, 2022, the Defendant appealed the Order Removing Trustee directly to the South Carolina Supreme Court.

5. During the pendency of this litigation, the parties entered into a "Temporary Settlement Agreement" on January 6, 2021, which provided, among other things, the following:

2. William Walkup will remain as Trustee solely to continue to manage the money for investment purposes and he will continue to retain tax reporting responsibility for the caregivers.

3. Alex Weatherly shall be Special Trustee shall be Trustee of the Jane E. Baskin Trust.

The Agreement was subsequently affirmed by Orders of this Court.

6. The Temporary Settlement Agreement would be the operative directive governing the administration of the Trust, unless the automatic stay of Rule 241 is lifted.

7. The Temporary Settlement Agreement established a fixed budget for Ms. Baskin. However, that budget is now almost twenty-one months old and provides for no latitude or discretion in the Special Trustee. In addition, this Court's Guardian *ad litem* has recommended additional expenditures for the safety and comfort of Ms. Baskin, which expenditures are not provided for in the Temporary Settlement Agreement.

8. The Plaintiff asserts that the provisions of the Temporary Settlement Agreement are too restrictive and no longer appropriate, and that this Court's Order Removing Trustee, and appointing W. Alex Weatherly, Jr. as the permanent Trustee, is more appropriate given Ms. Baskin's current circumstances.

9. The Defendant Walkup is now 82 years-old. The Trust documents do not provide for a Successor Trustee. The Plaintiff asserts in her Motion that the Defendant's appeal will impede the proper administration of the Trust and that this Court should lift the automatic stay provided by Rule 241, SCACR, during the pendency of this appeal, which could realistically last years.

10. Rule 241(a) states the general rule for automatic stays pending appeals. It provides:

General Rule. As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision. This automatic stay continues in effect for the duration of the appeal unless lifted by order of the lower court, the administrative tribunal, appellate court, or judge or justice of the appellate court. The lower court or administrative tribunal retains jurisdiction over matters not affected by the appeal including the authority to enforce any matters not stayed by the appeal.

11. Rule 241(c)(1) provides for motions to lift the automatic stay as follows:

(1) After service of notice of appeal, any party may move for an order lifting the automatic stay in cases which involve the general rule.

12. Appellant Rule 241(d)(1) provides:

(1) Except where extraordinary circumstances make it impracticable, an application for an order lifting the automatic stay or for supersedeas must first be made to the lower court or administrative tribunal which entered the order or decision on appeal. The issuance of an *ex parte* order or decision, or an unnecessary delay by the lower court

or administrative tribunal in ruling on this application shall constitute an extraordinary circumstance.

Therefore, this Court has jurisdiction over this Motion, and is vested with the authority to rule promptly.

13. Article III of Eldridge Baskin's Last Will and Testament which created the Trust upon his death provides the Trust is:

to be held, administered and distributed as hereinafter provided for the sole benefit of my daughter, Jane E. Baskin, the sole purpose of the trust created hereunder being to provide for the wellbeing of Jane E. Baskin so long as she shall live. This will and the provisions thereof are to be construed in the light of this purpose and while this shall not have the effect of limiting in any way the power, authority or discretion of the trustee hereunder, it shall at all times be borne in mind by the trustee when considering the matter of any encroachment upon the principal of the trust created hereunder.

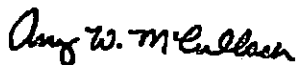
14. In the Order Removing Trustee, this Court held that the Trustee had not administered the Trust in a manner consistent with its purpose.

15. The Plaintiff's needs are immediate and ongoing. This Court removed the Trustee because of his failures to address the Plaintiff's needs. To allow the Defendant to effectively control the Trust pending an appeal, which will likely take a year or more, would not allow the Trust to meet its purpose when Ms. Baskin needs it the most.

Based upon the Plaintiff's Motion, the record of this case, and the foregoing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that the Automatic Stay imposed by the general rule of Rule 241(a) is hereby lifted pursuant to the authority vested in this Court by Rule 241(c) and (d), and this Court's Order Removing Trustee, dated August 23, 2022, and the directives in that Order are revived and shall be effective as against all parties. In accordance with that Order, the Defendant is hereby directed (1) to turn over all trust books and records to the Successor Trustee, W. Alex Weatherly, Jr., and (2) to cease taking any further actions as Trustee of the Eldridge Baskin Trust.

AND IT IS SO ORDERED.



Amy W. McCulloch
Richland County Probate Judge

October 7, 2022
Columbia, South Carolina

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In the Court of Appeals

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Probate Court

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Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT B

**VERIFIED PETITION FOR REVIEW OF ORDER LIFTING
AUTOMATIC STAY**

Aff. of William Walkup, ¶ 13, dated Oct. 25, 2022

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In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

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Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

AFFIDAVIT OF WILLIAM B. WALKUP

PERSONALLY APPEARED BEFORE ME, William B. Walkup, who being sworn,
deposes, and states:

1. I am William B. Walkup; and I am the Appellant in this matter. I was appointed to be Trustee of the Eldridge Baskin Trust ("Trust"), for which Respondent Jane E. Baskin in the beneficiary. I am competent to testify as to the matters stated herein.

2. I am the principal of Walkup and Associates. It is a money management and investment firm that has over \$100 million in investment funds. I was the Chairman of the Board of Trustees and Chairman of the Finance Committee for Shandon Methodist Church. I invest the church funds with Walkup and Associates, and I have grown the fund from \$600,000 to \$6.8 million.

3. Before I became a registered investment advisor, I was a registered professional engineer. I graduated from the University of South Carolina with a degree in mechanical engineering, and I worked at Trane Heating and Air Conditioning Company for fourteen years.

4. I have been serving as the trustee for the Trust since 1990, which is over 30 years ago.

5. When I became the trustee in 1990, Jane Baskin was showing deteriorating signs from her cerebral palsy.

6. When I became the trustee in 1990, the trust corpus consisted of \$131,000 and a rundown rental house.

7. As of the date of this affidavit, the balance of the trust funds is \$341,152.00.

8. After the parties entered into the Temporary Settlement Agreement, I agreed to increase the monthly allowance to provide for additional caregiving services, as I have believed that Jane Baskin requires 24/7 care.

9. Now, I understand that Jane Baskin, through her attorney, has requested additional funds so that she can build a screened-in porch/deck in her backyard. More specifically, Alex Weatherly has requested an additional \$12,000 from the Trust to address the porch and plumbing issues. (See letter from Weatherly to Judge Amy McCulloch dated August 4, 2022, attached hereto and **Exhibit 1**.)

10. I also understand that Michele Moseley, Jane Baskin's head caregiver, healthcare power of attorney, and financial power of attorney is the beneficiary of Jane Baskin's estate, which will result in Michele Moseley becoming the owner of Jane Baskin's house.

11. I have been in Jane Baskin's house numerous times. I understand the Guardian ad Litem states that Jane Baskin cannot safely exit the 25% of the house that she occupies because

the handicap ramp was built out the front door, which is in the 75% section of the house that the caregiver lives in for free.

12. There is a much easier and less costly way to make Jane Baskin's side of the house handicap accessible. She can build a simple ramp off the side of her house where she lives. No screened-in porch or deck is necessary to make the house handicap accessible.

13. If Jane Baskin built the screened-in porch/deck with the use of trust funds, the trust funds will last an estimated twenty-eight (28) months. This figure does not account for inflation or worsening physical or medical needs for Jane Baskin.

14. I believe that Weatherly and Moseley are engaged in a conspiracy to deplete the trust funds of Jane Baskin. I also believe they are taking advantage of a vulnerable adult. Therefore, I have filed a lawsuit against them in Lexington County, the home county of Weatherly. A copy of the Complaint I filed is attached hereto as **Exhibit 2**.

15. I am convinced that if Weatherly becomes the trustee and given unfettered access to the trust funds, the trust funds will be exhausted before Jane Baskin's death.

16. I take seriously my pledge to Eldridge Baskin "to provide for the well being of Jane E. Baskin so long as she shall live" as stated in Eldridge's Last Will and Testament.

17. Because the probate court has lifted the stay, I believe that the "well being" of Jane Baskin will not be taken into consideration, and she will not have the funds to support her lifestyle.

FURTHER AFFIANT SAYETH NOT.

William B. Walkup
William B. Walkup

SWORN to and subscribed before me
this 25th day of October, 2022

Amy A. Kelly (L.S.)
Printed Name: Amy A. Kelly

Notary Public for South Carolina

My Commission Expires: May 27, 2024

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Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT 1

Affidavit of William B. Walkup

**Letter from Weatherly to Judge Amy McCulloch dated
August 4, 2022**

W. ALEX WEATHERLY, JR. – Attorney
803-404-6900
AlexWeatherly@callisontighe.com



August 4, 2022

Via E-mail and U.S. Mail
The Honorable Amy McCulloch
Richland County Probate Judge
1701 Main Street, Suite 207
Columbia, South Carolina 29201

Re: Jane E. Baskin vs. William B. Walkup
Probate Case No. 2020-GC-40-72
Accounting of Special Trustee

Dear Judge McCulloch:

Enclosed please find the Accounting for the month of July 2022 which I am filing in my capacity as Special Trustee in the above referenced matter pursuant to the Temporary Settlement Agreement (the "Agreement") approved by the Court on January 6, 2021 and modified by the Court's Order dated October 29, 2021. This letter constitutes my progress report to the Court as required under Section 10 of the Agreement.

In my prior letters to the Court transmitting earlier Accountings, I noted that the Plaintiff, Jane E. Baskin, had to be hospitalized for two weeks in February of 2021 as a result of a Urinary Tract Infection. Upon her release from the hospital, she went through a period of approximately 8 weeks of recovery during which her in home care needs were significantly greater than was anticipated under the budget adopted in the Agreement. Since the emergency hearing in October 2021, Jane has continued to make steady progress, but has not yet fully regained the level of physical capacity she had at the trial in January 2021, but her mind is as sharp as ever. She states that being able to reside in her own home over the past 19 months has been a great encouragement to her and has strengthened her resolve to recover.

Included with this letter is a summary of the total expenditures on Jane's behalf during the period from January 6, 2021, through August 1, 2022. The summary not only shows the accounting for the disbursement of funds distributed from the Trust to me as the Special Trustee, but also the expenditure of Jane's personal funds as contemplated under the budget set forth in the Agreement. As can be seen from the Over (Under) Budget column, Jane's average total monthly expenditures are now below her total monthly budget by an amount of \$555.85 per month. There are only five budget line items for which Jane has not been able to stay under budget. Two of these, homeowners' insurance and property taxes, have averages that are relatively insignificant, \$2.57 and \$2.69 per month, so they are essentially on budget.

Expenditures in the Veterinarian category have begun to level off since a significant spike three months ago due to a significant expense in May for Lamb Chop, Jane's dog. These are expected to remain in line going forward. The other two items are both related. They are "Pharmacy, Medical, Dental and Medical Equipment." Since Jane's hospitalization, her pharmacy needs have simply been greater than they were prior to her illness. Accordingly, a \$100.00 per month increase in the Pharmacy budget is requested. The Medical, Dental and Medical Equipment Expense budget category was not included as a separate line item in the original budget. These costs have averaged \$245.00 per month.

Accordingly, we request that this category be established as a budget line item in the amount of \$245.00 per month.

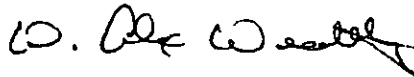
The cost for caregivers, Jane's most significant monthly expenditure, now seems to have come in line with the budget since the amount of care she requires has leveled off.

As set forth in the report of Michelle Nunn, Court Appointed Guardian Ad Litem, there is a need for additional modification to Jane's home to improve its safety and suitability for her needs. Specifically, the rear entrance from Jane's bedroom does not allow for easy exit by someone with Jane's handicap. There are also plumbing repairs that need to be made. Jane has obtained two separate estimates for the plumbing repairs and one for renovations to the deck and rear exit. Those are included as additional exhibits to this report. We believe these repairs should alleviate Mrs. Nunn's concerns about safety and accessibility. Accordingly, we respectfully ask that the court authorize these one-time capital expenditures from the Trust.

By copy of this letter, we are notifying counsel for the Defendant about these proposed increases in the monthly distribution amount and the requested one-time expenditures for improvement to Jane's house.

We respectfully request that the Court advise us as to how it would like us to proceed with these matters.

Respectfully,



W. Alex Weatherly, Jr.
Legal Counsel and Special Trustee for
Jane E. Baskin

WAWjr/jsg
Enclosure

cc: Richard C. Detwiler, Esquire
Bess J. DuRant, Esquire
Mr. Thornwell F. Sowell, Esquire
Ms. Jane E. Baskin

STATE OF SOUTH CAROLINA
COUNTY OF: RICHLAND
IN THE MATTER OF: JANE E. BASKIN

IN THE PROBATE COURT
CASE NUMBER: 2020 GC40 72

☐ FINAL
☒ INTERIM #19

The undersigned Trustee submits this accounting, which covers the period from July 1, 2022 through August 1, 2022.

The attached document sets forth a complete accounting for the period specified, which is summarized as follows:

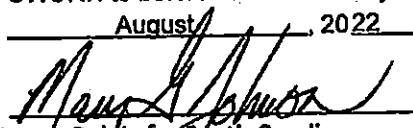
	Income	Principal	Total *
Beginning Balance	0.00	\$ 10,325.84	\$ 10,325.84
Plus: Receipts	0.00	8,495.21	8,495.21
Subtotal	0.00	18,821.05	18,821.05
Less: Disbursements	0.00	9,469.36	9,469.36
Ending Balance	0.00	\$ 9,351.69	\$ 9,351.69

* If a consolidated accounting, use this column.

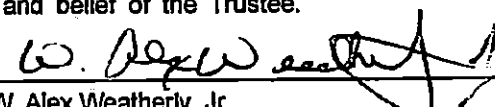
****See attached for itemized details**

The Trustee declares that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Trustee.

SWORN to before me this 3rd day of
August, 2022


Notary Public for South Carolina

My Commission Expires: 6/19/2030

Signature: 

Name: W. Alex Weatherly, Jr.

Address: 1812 Lincoln Street
Columbia, SC 29201

Telephone (O): (803) 404-6900

(H):

E-mail: alexweatherly@callisontighe.com

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

E-mail: _____

ASSETS & RECEIPTS		DISBURSEMENTS & DISTRIBUTIONS	
07/11/22 Columbia Cash Reserves Ck No.2132 \$ 8,495.21		<u>Caregivers:</u>	
		Michele Moseley:	
		07/07/22 Ck. No.40479	\$ 270.00
		07/14/22 Ck. No.40482	\$ 225.00
		07/21/22 Ck. No.40491	\$ 90.00
		07/28/22 Ck. No.40499	\$ 90.00
		Sub-Total:	\$ 675.00
		Jessie Spires:	
		07/07/22 Ck. No.40480	\$ 555.00
		07/14/22 Ck. No.40484	\$ 712.50
		07/21/22 Ck. No.40492	\$ 652.50
		07/28/22 Ck. No.40501	\$ 870.00
		Sub-Total:	\$ 2,790.00
		Lauren Kelly	
		07/07/22 Ck. No. 40481	\$ 716.25
		07/14/22 Ck. No. 40483	\$ 517.50
		07/21/22 Ck. No. 40493	\$ 720.00
		07/28/22 Ck. No. 40500	\$ 547.50
		Sub-Total:	\$ 2,501.25
		Total Caregivers:	\$5,966.25
		*Jane Baskin Ck 40485 IAO \$783.64 to Replenish Imprest Fund	
		Pharmacy:	
		Hawthorne Ck. 40440	\$ 94.47
		Total Pharmacy:	\$ 94.47
		Personal Supplies: Baskin Ck 40485	\$ 445.54
		Total Supplies:	\$445.54
		Groceries: Baskin Ck 40485*	\$ 253.66
		Total Groceries:	\$ 253.66
		Dining Out: Baskin Ck. 40485*	\$34.69
		Total Dining Out:	\$ 34.69
		Misc: Baskin Ck. 40485* \$44.85 (for checks)	
		Total Misc:	\$44.85
		Medical: Baskin Ck. 40485* \$4.90 Mobile Imaging	
		Total Medical:	\$ 4.90
		Mortgage:	
		Patricia S. Watson Ck 40502	\$2625.00
		Total Mortgage:	\$2,625.00
Total Assets & Receipts:		Total Disbursements:	\$9,469.36

Jane E. Baskin
Summary of Expenditures
Actual -vs- Budget
January, 2021 - July, 2022

Line Item	Expenditures January - July, 2022							Over (Under) Budget	Percentage Variance
	Total Amount Paid By		Less		Monthly	Monthly Budget			
	Jane	Special	Reimbursement	Average					
	Baskin	Trustee	Expenditures (1)	Total	(19 Mths)				
Caregivers	3,297.13	116,163.76		119,460.89	6,287.42	6,435.00	(147.58)	-2.29% (2)	
Mortgage	0.00	2,625.00		2,625.00	138.16	150.00	(11.84)	-7.89% (3)	
Electricity	2,037.16	2,534.75		4,571.91	240.63	300.00	(59.37)	-19.79%	
Water	864.46	0.00		864.46	45.50	60.00	(14.50)	-24.17%	
Cable	499.76	1,774.33	(391.66)	1,882.43	99.08	120.00	(20.92)	-17.44%	
Telephone	0.00	0.00		0.00	0.00	75.00	(75.00)	-100.00% (4)	
Pharmacy	1,312.38	4,423.43	(1,011.68)	4,724.13	248.64	120.00	128.64	107.20% (5)	
Veterinarian	1,303.67	2,755.51	(379.49)	3,679.69	193.67	130.00	63.67	48.98%	
Boost, Etc. Supplies	2,196.03	2,690.62	(184.44)	4,702.21	247.48	250.00	(2.52)	-1.01%	
Home Owners Insurance	257.61	1,216.23		1,473.84	77.57	75.00	2.57	3.43%	
Property Taxes	0.00	1,001.09		1,001.09	52.69	50.00	2.69	5.38%	
Food, Dog Food Treats	2,840.33	4,841.80	(653.76)	7,028.37	369.91	650.00	(280.09)	-43.09%	
Clothing	0.00	0.00		0.00	0.00	250.00	(250.00)	-100.00%	
Dining Out	323.92	322.05	(207.03)	438.95	23.10	150.00	(126.90)	-84.60%	
Dentists - Medical Equipment	2,204.23	2,455.62		4,659.85	245.26	0.00	245.26	100.00% (6)	
Miscellaneous	2,097.88	1,563.22	(1,000.00)	2,661.10	140.06	150.00	(9.94)	-6.63%	
Total Expenditures/Budget	19,734.56	144,367.42	(3,828.06)	159,773.92	8,409.15	8,965.00	(555.85)	-6.20% (1)	

Explanation of Significant Variances

- (1) Certain disbursements included in the amounts paid by the Special Trustee include reimbursement to Michelle Mosely for various expenditures made on Jane's behalf which were included in the prior global accounting. Those reimbursement amounts are subtracted from the total expenditures to prevent them from being double counted in this report. The same applies to any credit card expenditures included in the prior accounting and not reimbursed to Jane until after the date of the last Global Accounting.
- (2) As previously reported to the Court, Jane had to be admitted into Prisma Health in February of 2021 for treatment of a UTI. Upon her return home, she required around the clock care for several weeks. While her condition has now significantly improved, she required more care when she returned home than was originally anticipated. Accordingly, the Court approved and increase in the monthly budget for caregivers to \$6435 per month. Over the last three months, Jane's condition has significantly improved, Caregiver compensation has averaged \$6,378.75 which is in line with the currently budgeted amount.
- (3) When Jane became ill, her mortgage lender, who is a close personal friend of hers, agreed to extend the period of time during which interest only payments were required under the mortgage. That is why the total mortgage payments are slightly under budget.
- (4) Mr. Walkup has always paid for Jane's phone. It does not appear that he has been deducting the payment from the monthly disbursement from the Trust. Jane would prefer that she be allowed to arrange her own phone, but because she fell ill shortly after the implementation of the Temporary Settlement Agreement, she has not had the opportunity to explore this. Until she does, she is glad to either reimburse Mr. Walkup for this expense or have him deduct it from the monthly trust distribution.
- (5) During and since Jane's hospitalization she has required higher levels of prescription medication and has also required significantly more medical supply purchases from the pharmacy. The budget for this line item should probably be increased.
- (6) The budget set forth in the Temporary Settlement Agreement did not contain a separate line item for Jane's individual medical expenses over and above what is covered by Medicare. During the 19 month period reflected above, Jane incurred significant additional medical & dental expenses. Additionally, she has had to rent medical equipment used in her recovery and rehabilitation which makes up the balance of this expense item. The budget should be modified to include a specific line item for these expenses.

MILLENNIUM HOME & YARD



IMPROVEMENTS

WE OFFER HANDYMAN SERVICES

JAMES MELTON 803-446-7950

BILL TO

Alex Weatherly
316 Summerlea Dr
Columbia, SC 29203
803-404-6975

Estimate

DATE	ESTIMATE #
6/14/2022	1263

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Deck	Demo old deck	1		650.00
Deck	Install a new 12 x 10 deck for a screen porch 12 x 10 and install a handicap ramp will have 3 4x5 platforms. the ramp will come off new deck 7 ft to a 4x5 pad and then go down to another 4x5 pad that will turn to the left and from that pad it will go down 7 ft to another pad 4x5 and then turn left where that ramp will go down to the yard	1		8,700.00
50 % deposit required to schedule job		Subtotal		9,350.00
		0% Tax		
		Total		9,350.00

Non-Stop Plumbing & Drain LLC
PO BOX 5593
WEST COLUMBIA, SC 29171
(803)240-1894
WO.NONSTOP@YAHOO.COM

Estimate

ADDRESS

Michelle Moseley
316 Summer Lea Dr.
Columbia, SC 29203

ESTIMATE # 1560

DATE 06/13/2022

TRACKING NO.
06012022-MM

WORK ORDER
06012022-MM

ACTIVITY	QTY	RATE	AMOUNT
PLUMBING REPAIR Replace all of the cast iron sewer line with PVC. It is roughly 60' of line and we will tie into the existing PVC line in back yard. If it is determined that all of the sewer line needs to be replaced coming from the house down to the main city line the price may change.	1	2,500.00	2,500.00

316 Summer Lea Dr.
Columbia, SC 2203

TOTAL

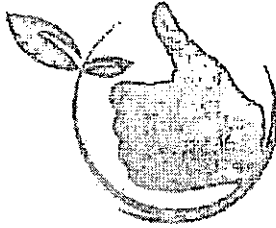
\$2,500.00

Accepted By

Accepted Date

Dr Rooter

1840 Two Notch Road
Lexington, SC 29073
Phone: (803) 739-2188
Fax: (803) 359-1028
DrRooterInc@aol.com



ESTIMATE

Date: 6/10/22

PO#: _____

Quickest Root to Your Problem

Charlie

Bill to:		Job Address:	
Name: <u>Jane Perkins</u>			
Address: <u>316 Summerlee Dr</u>		Fax:	
City, St., Zip: <u>Cota</u>		Email:	
Contact:		Contact:	
Telephone:		Telephone:	

DESCRIPTION OF WORK
<u>Dig up 4" drain from (R) side to 6" city</u>
<u>C/O in back yard with C/O @ house.</u>
<u>Back fill ditch and haul off old pipe for</u>
<u>the trash</u>

Quantity	Estimated Materials	Amount
	Labor	
+	Materials	
Total		<u>\$2660.00</u>

I hereby acknowledge the approval of the above described work

Customer's Signature

Date

Thank you for your business

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT 2

Affidavit of William B. Walkup

Walkup Lawsuit against Alex Weatherly and Michele Moseley

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) IN THE COURT OF COMMON PLEAS
)
) C.A. No.:

William B. Walkup, Individually and)
As Trustee of the Eldridge Baskin)
Testamentary Trust,)

Plaintiff,

vs.

**W. Alex Weatherly, Jr, and
Michele Moseley**
Defendants.

COMPLAINT (Jury Trial)

The Plaintiff above-named complaining of the Defendants herein alleges that:

FOR A FIRST CAUSE OF ACTION

1. Plaintiff William B. Walkup is a resident of Richland County. He owns Walkup and Associates, an investment advisory firm in Columbia. He is a graduate of the University of South Carolina with B.S. and M.S. degrees, and he is a Certified Investment Counselor.
2. Defendant W. Alex Weatherly, Jr. is a resident of Lexington County.
3. Defendant Michele Moseley is a resident of Richland County.
4. Plaintiff is a duly appointed Trustee of the Eldridge Baskin Testamentary Trust, made for the benefit of Jane Baskin. Plaintiff was cousin to Eldridge Baskin before his death and specifically chosen by Eldridge Baskin to serve as Trustee of the referenced Trust.
5. For the last thirty-two (32) years Plaintiff has faithfully and expertly managed the Eldridge Baskin Testamentary Trust without upset. The Trust has been grown from a small amount of corpus to over Four Hundred Thousand (\$400,000) Dollars today. The annual rate of return,

without any material risk, has been on ten (10%) percent or greater. In the meantime, Plaintiff has paid all income from the Trust to or on behalf of Jane Baskin, as well as large sums from the principal, to meet Ms. Baskin's day-to-day needs. Total expenditures from principal and interest are approximately 1.1 million dollars.

6. Defendant Weatherly is a lawyer with the firm of Callison Tighe & Robinson.

7. Prior to the damages complained of herein, the Defendants Weatherly and Moseley commenced a scheme, in concert among themselves and with others, to disturb the effective administration of the Trust and to injure Plaintiff. Their actions were to benefit themselves financially and otherwise.

8. Defendant Weatherly made Defendant Moseley the Power of Attorney for Jane Baskin, replacing her former neighbor without notice. Defendant Weatherly also amended the Jane Baskin Will to leave Ms. Baskin's house on Summerlea Drive to Defendant Moseley.

9. Subsequently, both Weatherly and Moseley began a campaign of undue influence to take advantage of Jane Baskin, who is a vulnerable adult with Cerebral Palsy since birth, and to harass, slander and harm the Plaintiff.

10. The campaign and conspiracy by Weatherly and Moseley gravitated into an action in Probate Court commenced on July 20, 2020, to remove Plaintiff as Trustee and to injure him financially. Plaintiff was first injured by Defendants in July of 2020 and he has spent tens of thousands of dollars in attorney's fees to defend himself in the Probate action which was wrongfully motivated and initiated by Weatherly and Moseley in order to make money and gain the Summerlea house for one or both of them. In the meantime, the Defendants have caused severe financial harm and emotional distress to Plaintiff, under the guise or false justification of helping Jane Baskin.

11. Moseley is not helping Jane Baskin. Moseley has manipulated funds from the Eldridge Baskin Testamentary Trust for her own benefit and with the aid of Weatherly. She uses Trust money to buy her own food and to buy cleaning supplies for Moseley's cleaning company. She has moved her friend, her friend's boyfriend, and their large dog into the house on Summerlea Drive. She has converted caregiving time spent by others to her own use and benefit, falsifying timesheets to carry out the scheme to make money and benefit herself. She is breaching the statutory duties imposed on her as Power of Attorney. For example, she is acting in bad faith and is not preserving Ms. Baskin's estate plan, but is depleting the assets of same. See S.C. Code Ann § 62-8-114.

12. Defendants Weatherly and Moseley have schemed together and conspired to injure Plaintiff, and with the intent to injure Plaintiff, and he has been proximately harmed and damaged both financially and emotionally by their wrongful acts and misconduct. As a direct and proximate result of the aforementioned wrongful conduct, the Plaintiff has lost significant amounts of money; has suffered great shock and emotional distress; has been damaged in his business reputation; has been greatly inconvenienced, has lost serious amounts of time; has expended large sums of effort; and has been financially as well as emotionally damaged.

13. The conduct of Defendants Weatherly and Moseley has been intentional, malicious, and reckless, and therefore Plaintiff is entitled to actual and punitive damages, jointly and severally against both Defendants.

FOR A SECOND CAUSE OF ACTION

14. Plaintiff hereby reasserts and realleges each and every allegations set forth above as fully as it set forth verbatim.

15. For approximately two (2) years the Defendants, pursuant to their evil scheme, have maligned and slandered the good name of the Plaintiff both individual and in his capacity as Trustee.

16. The statements which have been made are not true and were known not to be true at the time they were made.

17. Plaintiff has been accused of fraud; wrongdoing; dishonesty; unfair and deceptive business practices; criminal activity; and abuse of his charge.

18. As a direct and proximate result of the aforementioned acts of defamation the Plaintiff has been damaged as set forth above and Plaintiff is entitled to actual and punitive damages.

FOR A THIRD CAUSE OF ACTION

19. Plaintiff hereby reasserts and realleges each and every allegations set forth above as fully as it set forth verbatim.

20. The Defendants have used their positions of trust and confidence in order to influence a vulnerable adult. They have interfered with the Trust relationship and have caused serious injury and loss to the Trust.

21. The conduct complained of herein amounts to wrongful interference with a contractually relationship.

22. As a direct and proximate result of the aforementioned wrongful interference with the contractual relationship, the Trust has lost serious amounts of money; has been dissipated; has been wrongly interfered with; and has been otherwise damaged all to the Plaintiff's damage both actual and punitive.

23. Plaintiff is entitled to a preliminary and permanent injunction in joining the Defendants from further disparagement and further interference with the operation of the Plaintiff both individually and as Trustee.

WHEREFORE, Plaintiff prays for judgment against the Defendants for actual damages; for punitive damages; for appropriate injunctive relief; and for such other and further relief as this Court might deem just and proper.

MOORE BRADLEY MYERS LAW FIRM, P.A.

BY: s/ S. Jahue Moore
S. Jahue Moore (SC Bar #4063)
1700 Sunset Boulevard
P.O. Box 5709
West Columbia, South Carolina 29171
Phone: (803) 796-9160
Attorney for Plaintiff

West Columbia, South Carolina
June 13, 2022

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT C

**VERIFIED PETITION FOR REVIEW OF ORDER LIFTING
AUTOMATIC STAY**

Last Will and Testament of Eldridge Baskin

EXHIBIT A

WITNESS Thompson Court Reporting
DATE 11-4-2020
THOMPSON COURT REPORTING INC.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) LAST WILL AND TESTAMENT

I, ELDRIDGE BASKIN, of the County of Richland, State of South Carolina, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking any and all other Wills and Codicils heretofore at any time made by me.

I.

I direct that all my just debts and funeral expenses be paid by my Personal Representative hereinafter named, as soon as practicable after my death.

II.

I hereby give, devise, and bequeath unto my daughter, Jane E. Baskin, absolutely and in fee simple, my house and lot located at 316 Summerlea Drive, Columbia, South Carolina, all of my interest in two parcels of land containing 5.79 acres and 6.26 acres in Lee County, South Carolina, all of my interest in that certain tract of land containing 21.62 acres in Lee County, South Carolina, and all my personal and household effects of every kind including, but not limited to, furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, any and all automobiles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property.

III.

All the rest, residue, and remainder of my property, both real and personal, of which I may die seised and possessed, I give, devise, and bequeath unto my trustee, hereinafter named, in trust, to be held, administered and distributed as hereinafter provided for the sole benefit of my daughter, Jane E. Baskin, the sole purpose of the trust created hereunder being to provide for the well being of Jane E. Baskin so long as she shall live. This will and the provisions thereof are to be construed in the light of this purpose and while this shall not have the effect of limiting in any way the power, authority or discretion of the trustee hereunder, it shall at all times be borne in mind by the trustee when considering the matter of any encroachment upon the principal of the trust created hereunder.

The trustee shall receive, take and hold the properties and assets of the trust created hereunder and shall invest and reinvest the same, and collect and receive the income therefrom, and, after payment therefrom of all proper costs, charges and expenses, shall dispose of the net income and principal for the benefit of Jane E. Baskin as follows:

(1) So long as my daughter, Jane E. Baskin, shall live, the trustee shall pay to or apply for the benefit of my said daughter

EXHIBIT

1

all of the net income of the trust in such manner as my trustee shall deem suitable.

(2) My trustee may, and shall be authorized and empowered, in its complete and absolute discretion, to encroach upon and make disbursements from principal to or for the benefit of Jana E. Baskin, at any time and from time to time, in such amount as my trustee may deem proper, for the medical care, comfortable maintenance, and welfare of my said daughter, taking into consideration to the extent my trustee deems advisable, any other income or resources of my said daughter known to my trustee.

(3) Upon the death of Jana E. Baskin, the remaining property of this trust together with any undistributed or accumulated income shall be divided and paid over and distributed to those persons then living who would then be my heirs, their identities and respective shares to be determined in accordance with the law then in effect in the State of South Carolina, as if I had then died intestate.

IV

My personal representative and my trustee, as hereinafter named, respectively, is authorized in its absolute discretion with respect to any property, real or personal, at any time held under any provision of this Will and without authorization by any court and in addition to any other rights, powers, authority and privilege granted by any other provision of this will or by statute or general rules of law:

(1) To retain in the form received any property or undivided interests in property owned by me at the time of my death, including residential property, regardless of any lack of diversification, risk or nonproductivity, as long as it seems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although said property represents a large percentage of the total property of my estate or the trust estate or even the entirety thereof.

(2) To invest and reinvest all or any part of my estate or the trust estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, 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, without being limited by any statute or rule of law concerning investments by fiduciaries.

(3) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of my estate or the trust estate, for cash or upon credit, to exchange any property of my estate or the trust estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(4) To hold any securities or other property in its own name as personal representative or trustee, in its own name, in the name

of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(5) To keep, at any time and from time to time, all or any portion of my estate or the trust estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(6) To sell or exercise stock subscriptions or conversion rights.

(7) To refrain from voting or to vote shares of stock owned by my estate or the trust estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of my estate or the trust estate.

(8) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of my estate or the trust estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by my personal representative or trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(9) To borrow money and to encumber, mortgage or pledge any asset of my estate or the trust estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in my personal representative and trustee.

(10) To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.

(11) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

(12) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raise existing or erect new party walls or buildings.

(13) To continue and operate any business owned by me at the my death and to do any and all things deemed needful or appropriate by my personal representative and trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate, or sell the business at such time and upon such terms as it shall deem best.

(14) To collect, receive, and receipt for rents, issues, profits, and income of my estate or the trust estate.

(15) To insure the assets of my estate or the trust estate against damage or loss and my personal representative and trustee against liability with respect to third persons:

(16) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary, capacity.

(17) To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against my estate or the trust estate as my personal representative and trustee shall deem best.

(18) To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys at law, tax specialists, realtors, and other assistants and advisors deemed by my personal representative and trustee needful for the proper administration of my estate and trust estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided he was selected and retained with reasonable care.

(19) To determine, irrespective of statute or rule of law, what shall be fairly and equitably charged or credited to income and what to principal notwithstanding any determination by the courts or by any custom or statute, and whether or not to establish depreciation reserves.

(20) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of my estate or the trust estate without regard to the income tax basis of any specific property and to value and appraise any asset and to distribute such asset in kind at its appraised value.

(21) To exercise any power herein granted with reference to the control, management, investment, or disposition of my estate or the trust estate either as personal representative or trustee without having to declare in which capacity it is acting.

(22) In general, to exercise all powers in the management of my estate or the trust estate which any individual could exercise in his or her own right, upon such terms and conditions as it may deem best, and to do all acts which it may deem necessary or proper to carry out the purposes of this will.

V

Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of the trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of the beneficiary.

4

VI

I hereby nominate, constitute and appoint as personal representative and trustee of this my Last Will and Testament William S. Walkup and direct that he shall serve without bond.

IN WITNESS WHEREOF, I, Eldridge Baskin, testator, sign my name to this instrument this 10th day of September, 1990, 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, 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.

Eldridge Baskin (L. S.)
Eldridge Baskin

We, Aisha Afana, and Devian B. Boyd, 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 testator signs and executes this instrument as his last Will and that he signs it willingly, and that each of us in the presence and hearing of the testator, 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.

Aisha Afana
Witness

Devian B. Boyd
Witness

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Subscribed, sworn to, and acknowledged before me by Eldridge Baskin, the testator, and subscribed and sworn to before me by Aisha Afana, witness, this 10th day of September, 1990.

William S. Walkup
Notary Public for South Carolina
My commission expires: 6/26/98

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT D

**VERIFIED PETITION FOR REVIEW OF ORDER LIFTING
AUTOMATIC STAY**

Temporary Settlement Agreement

STATE OF SOUTH CAROLINA) **FILED** IN THE PROBATE COURT
COUNTY OF RICHLAND) Estate Number: 2020-GC-40-0072

IN THE MATTER OF THE TRUST
OF JANE E. BASKIN

**TEMPORARY
SETTLEMENT AGREEMENT**

2021 JAN -6 P 1:35
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

1. The litigation in this matter is stayed and all issues not decided are held in abeyance with full reservation of rights in regards to litigation, including the issue of attorney's fees.
2. William Walkup will remain as Trustee solely to continue to manage the money for investment purposes and he will continue to retain tax reporting responsibility for the caregivers.
3. Alex Weatherly shall be Special Trustee of the Jane E. Baskin Trust.
4. William B. Walkup agrees to pay the 2020 property taxes and shall provide the amount of \$513.84 to Alex Weatherly for him to pay the 2020 property taxes.
5. The agreed upon budget per month is as follows:

\$4810.00	Caregivers
\$150.00	Mortgage beginning in February
\$300.00	Electricity
\$60.00	Water
\$120.00	Cable
\$75.00	Cellphone
\$120.00	Pharmacy
\$75.00	Vet Bills
\$250.00	Boost/Depends (Supplies)
\$75.00	House Insurance
\$50.00	Property Taxes
\$650.00	Food/Dog Food and treats
\$250.00	Clothing/ Toiletries
\$150.00	Dining Out
<u>\$150.00</u>	Miscellaneous
\$7,285.00	
6. The parties agree that this budget shall be reduced by the personal income Ms. Baskin receives of \$860.00.
7. The parties agree that William Walkup, as Trustee, shall provide Ms. Baskin, as a beneficiary, \$6,425.00 per month to be paid to Alex Weatherly, as Special Trustee, for him to distribute as needed for the care of Ms. Baskin. The check shall be made payable to Callison & Tighe Trust Account and is to be deposited into their trust account for disbursement in accordance with the above budget.

8. William B. Walkup will provide a check for January 2021 in the amount of \$6,428.00 and shall be provided to Alex Weatherly by January 7, 2021.
9. Jane E. Baskin will move from her current residence at Atrium Place apartments into her home at 316 Summerlea Drive, Columbia, South Carolina 29203 by February 1, 2021.
10. The parties agree that this settlement agreement will be a temporary solution to determine its feasibility moving forward and the parties will report to the Court in 6 months' time with a progress report by July 16, 2021.

Let E. B. ask

Jane E. Baskin, Beneficiary

1-6-2021
Date

Michele Moseley
Michele Moseley

1-6-2021
Date

Alex Weatherly
Alex Weatherly,

1-6-2021
Date

Richard C. Detwiler
Richard C. Detwiler

1-6-2021
Date

William B. Walkup T' +
William B. Walkup, Trustee

1/6/21
Date

Thornwell F. Sowell
Thornwell F. Sowell

1/6/21
Date

Bess J. DuRant
Bess J. DuRant

1/6/21
Date

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT E

**VERIFIED PETITION FOR REVIEW OF ORDER LIFTING
AUTOMATIC STAY**

Motion to Lift Automatic Stay

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO. 2020-GC-40-72
	)	
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	MOTION TO LIFT
	)	AUTOMATIC STAY
	)	PURSUANT TO RULE 241, SCACR
William B. Walkup,	)	
	)	
Defendant.	)	
_____	)	

TO: THORNWELL F. SOWELL AND BESS J. DuRANT, ATTORNEYS FOR DEFENDANT

PLEASE TAKE NOTICE that the undersigned counsel for the Plaintiff will on the tenth (10th) day from the date hereof, or as soon as counsel may be heard, move before this Honorable Court for an order, pursuant to Rule 241(c)(1) of the South Carolina Appellate Court Rules, lifting the automatic stay pending the appeal of this Court's ruling. The grounds for this Motion are more fully set forth as follows:

1. On August 23, 2022, this Court issued its Order Removing Trustee. See attached **Exhibit A.**
2. On September 1, 2022, the Defendant appealed the Order Removing Trustee directly to the South Carolina Supreme Court. See Notice of Appel attached as **Exhibit B.**
3. Rule 241(a) states the general rule for automatic stays pending appeals. It provides:
 - (a) General Rule. As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the

relief ordered in the appealed order, judgment, or decree or decision. This automatic stay continues in effect for the duration of the appeal unless lifted by order of the lower court, the administrative tribunal, appellate court, or judge or justice of the appellate court. The lower court or administrative tribunal retains jurisdiction over matters not affected by the appeal including the authority to enforce any matters not stayed by the appeal.

4. Rule 241(c)(1) provides for motions to lift the automatic stay as follows:

(1) After service of notice of appeal, any party may move for an order lifting the automatic stay in cases which involve the general rule.

5. Appellant Rule 241(d)(1) provides:

(1) Except where extraordinary circumstances make it impracticable, an application for an order lifting the automatic stay or for supersedeas must first be made to the lower court or administrative tribunal which entered the order or decision on appeal. The issuance of an ex parte order or decision, or an unnecessary delay by the lower court or administrative tribunal in ruling on this application shall constitute an extraordinary circumstance.

Therefore, this Court has jurisdiction over this Motion, and is invested with the authority to rule promptly.

6. The Plaintiff, Jane E. Baskin, is a 78-year-old woman who is the beneficiary of the Eldridge Baskin Trust at issue in this case (the "Trust"). Ms. Baskin suffers from the debilitating disease Cerebral Palsy and is in need of round-the-clock care.

7. The Trust requires the ongoing and appropriate administration of the Trust assets and the distribution of income and principal as necessary for Ms. Baskin. Ms. Baskin is dependent upon the Trust and its proper administration.

8. This Court removed the Trustee because of his failure to properly administer the Trust for the benefit of Ms. Baskin. The Plaintiff craves reference to this Court's Order Removing Trustee for the detailed description of the grounds for the Trustee's removal.

9. On January 6, 2021, during the pendency of this litigation, prior to the Trustee's removal, the parties entered into a "Temporary Settlement Agreement" which provided, among other things, the following:

2. William Walkup will remain as Trustee solely to continue to manage the money for investment purposes and he will continue to retain tax reporting responsibility for the caregivers.

3. Alex Weatherly shall be Special Trustee shall be Trustee of the Jane E. Baskin Trust.

The Agreement was subsequently affirmed by Orders of this Court.

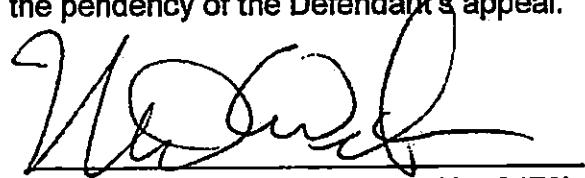
10. The Temporary Settlement Agreement would be the operative directive governing the administration of the Trust, unless the automatic stay of Rule 241 is lifted.

11. The Temporary Settlement Agreement established a fixed budget for Ms. Baskin. However, that budget is now almost twenty-one months old and provides for no latitude or discretion in the Special Trustee. In addition, this Court's Guardian *ad litem* has recommended additional expenditures for the safety and comfort of Ms. Baskin, which expenditures are not provided for in the Temporary Settlement Agreement.

12. The Plaintiff believes that the provisions of the Temporary Settlement Agreement are too restrictive and no longer appropriate, and that this Court's well-reasoned Order Removing Trustee, and appointing W. Alex Weatherly, Jr. as the permanent Trustee, is more appropriate given Ms. Baskin's current circumstances.

13. The Defendant Walkup is now 82 years-old. The Trust documents do not provide for a Successor Trustee. The Plaintiff believes the Defendant's appeal will impede the proper administration of the Trust and that this Court should lift the automatic stay provided by Rule 241, SCACR, during the pendency of this appeal, which could realistically last two more years.

NOW, THEREFORE, the Plaintiff hereby respectfully requests that this Court issue its Order, pursuant to Rule 241(c)(1), lifting the automatic stay provided by Rule 241(a), to allow this Court's Order Removing Trustee, appointing W. Alex Weatherly, Jr. as Successor Trustee, to remain in effect during the pendency of the Defendant's appeal.



Richard C. Detwiler (S.C. Bar No. 6473)
CALLISON TIGHE & ROBINSON, LLC
Post Office Box 1390
Columbia, South Carolina 29202-1390
Telephone: (803) 404-6900
Facsimile: (803) 404-6902
Email: RickDetwiler@CallisonTighe.com
ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

September 7, 2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
JANE E. BASKIN,)
)
Petitioner,)
)
vs.)
)
WILLIAM B. WALKUP,)
)
Walkup.)

IN THE PROBATE COURT
Case Number: 2020-GC-40-000072

ORDER REMOVING TRUSTEE

2022 AUG 23 1 P 5:50
FILED
JAN W. MCCURRACH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

FILED

THIS MATTER COMES BEFORE THE COURT as a continuation of the trial for the Removal of William B. Walkup as Trustee of the Eldridge Baskin Trust (hereinafter known as the "Trust"). The complaint, filed by the Petitioner, Jane E. Baskin, (hereinafter known as "Baskin") on July 20, 2020, requests that Defendant, William B. Walkup, (hereinafter also known as "Walkup" or "Trustee") be removed as Trustee in accordance with S.C. Code Ann§ 62-7-706(b)(1)(3)(4). The Petition also demands an accounting of all Trust property, income, debts, and expenses.

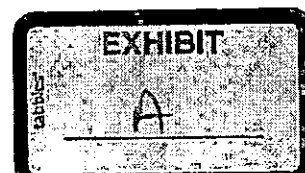
Eldridge Baskin, who died on September 21, 1990, is the father of Baskin, a single woman aged 76 with cerebral palsy, a serious and permanent physical disability. While there have been assertions that Baskin has a mental disability or mental incapacity, her capacity is established and these assertions were dispensed with before the trial. The Trust was established by the Will of Eldridge Baskin and named Walkup, a second cousin of Baskin and professional financial advisor and investor, as her Trustee. Walkup has served as her Trustee since 1990. Walkup is now 82 years old.

The initial trial on the Complaint was held on January 4 - 6, 2021. After Baskin rested her case and after Walkup's direct and cross examination testimony, the parties entered into a Temporary Settlement Agreement ("Agreement") on January 6, 2021. The parties agreed, amongst other things, on a set budget for Petitioner, to appoint attorney Alex Weatherly as Special Trustee, and to allow Walkup to "remain as Trustee solely to continue to manage the money for investment purposes" and to permit Walkup to "continue to retain tax reporting responsibility for the caregivers." The Agreement stated that, "[t]he litigation in this matter is stayed and all issues not decided are held in abeyance with full reservation of rights in regards to litigation, including the issue of attorneys' fees." The Agreement appeared to function appropriately for Baskin, Trustee Beneficiary, and Walkup but Walkup, at an Emergency Hearing on October 12, 2021, held because he threatened to break the agreement and stop paying per the Agreement, demanded his "day in court" asserting his dissatisfaction with the settlement agreement.

Walkup's counsel was clear on the record that they wished to reserve the right to present further evidence in the matter, at a later date, in a continuation of the trial through the testimony of the following witnesses: Julian W. Walker, Jr., Sinclair Lewis, Albert L. Moses, Clarence E. Kanipe, Jr., Captain Louis Edward Spradlin, Anne Webster, and Katherine Parr. Walkup's counsel further wished to offer the deposition of Dr. Frampton Henderson and potentially introduce the report from the Guardian ad Litem.

On August 5, 2022, the contemplated continuation of the trial was held. All interested parties were given proper Notice of Hearing. Present at this hearing were Baskin, and her attorneys Richard C. Detwiler

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(hereinafter "Detwiler") and Alex Weatherly (hereinafter "Weatherly"), also serving as Special Trustee; and, Walkup and his attorneys, Bess Durant (hereinafter "Durant") and Thornwell P. Sowell (hereinafter "Sowell"). Testimony was taken from Albert L. Moses, Clarence E. Kanipe, Jr., Anne Webster, and Michelle Nunn, court appointed Guardian *ad Litem*. Affidavit testimony was received by agreement of the parties from Benjamin Bruner, Julian W. Walker, Jr., Sinclair Lewis, Captain Louis Edward Spradlin, and, Katherine Parr.

At the conclusion of the trial, Walkup moved for a Directed Verdict in his favor and submitted a written Motion to the court. The court held its ruling in this matter in abeyance to give Baskin a chance to respond. Baskin filed her written reply to Walkup's Motion for Directed Verdict on August 9, 2022.

After reviewing the record, considering all trial testimony, affidavits, exhibits, motions, and documents within the court's file, the court finds for Baskin in this matter, and further denies Walkup's Motion for Directed Verdict, and sets out its reasoning below.

Jurisdiction and Venue

Pursuant to S.C. Code Ann. § 62-1-302 (a) "To the full extent permitted by the Constitution, and except as otherwise specifically provided, the probate court has exclusive original jurisdiction over all subject matter related to: (3) trusts, inter vivos or testamentary, including the appointment of successor trustees;"

Pursuant to S.C. Code Ann. § 62-7-204 (a) Except as otherwise provided in subsection (b), venue for a judicial proceeding involving a trust is in the county of this State in which the trust's principal place of administration is or will be located and, if the trust is created by will and the estate is not yet closed, in the county in which the decedent's estate is being administered.

Baskin, Petitioner and Beneficiary of Trust, and Walkup, Trustee and financial investor or money manager, are both resident of Richland County, South Carolina. Walkup is the 98% owner of Walkup and Associates, an investment company that manages the Trust assets. Walkup and Associates is located in Columbia, South Carolina. The principal place of administration of the Trust is Columbia, South Carolina.

Therefore, jurisdiction and venue are properly before the Richland County Probate Court.

Creation of Trust for the Benefit of Jane E. Baskin

Article III of the Will of Eldridge Baskin creates the Trust for the Benefit of Jane E. Baskin and reads as follows:

"All the rest, residue, and remainder of my property, both real and personal, of which I may die seised and possessed, I give, devise, and bequeath unto my trustee, hereinafter named, in trust, to be held, administered and distributed as hereinafter provided for the sole benefit of my daughter, Jane E. Baskin, the sole purpose of the trust created hereunder being to provide for the well being of Jane E. Baskin so long as she shall live. This will and the provisions thereof are to be construed in the light of this purpose and while this shall not have the effect of limiting in any way the power, authority or discretion of the trustee hereunder, it shall at all times be borne in mind by the trustee when considering the matter of any encroachment upon the principal of the trust created hereunder.

The trustee shall receive, take and hold the properties and assets of the trust created hereunder and shall invest and reinvest the same, and collect and receive the income therefrom, and, after payment therefrom of all proper costs, charges and expenses, shall dispose of the net income and principal for the benefit of Jane E. Baskin as follows:

(1) So long as my daughter, Jane E. Baskin, shall live, the trustee shall pay to or apply for the benefit of my said daughter all of the net income of the trust in such manner as my trustee shall deem suitable.

(2) My trustee may, and shall be authorized and empowered, in its complete and absolute discretion, to encroach upon and make disbursements from principal to or for the benefit of Jane E. Baskin, at any time and from time to time, in such amount as my trustee may deem proper, for the medical care, comfortable maintenance, and welfare of my said daughter, taking into consideration to the extent my Trustee deems advisable, any other income or resources of my said daughter known to my trustee.

(3) Upon the death of Jane E. Baskin, the remaining property of this trust together with any undistributed or accumulated income shall be divided and paid over and distributed to those person then living who would then be my heirs, their identities and respective shares to be determined in accordance with the law then in effect in the State of South Carolina, as if I had then died intestate."

This Trust was created in the Will of Eldridge Baskin dated September 10, 1990, and therefore is a Testamentary Trust. At the death of Eldridge Baskin on September 21, 1990, the Trust took effect. The Estate of Eldridge Baskin was administered in the Richland County Probate Court under estate number 1990-ES-40-30893. Walkup also served as the Personal Representative of the Estate. Walkup as Personal Representative transferred to Walkup as Trustee \$132,476.68 in stocks and bonds and rental property located at 1307 Ashley Street, Columbia, South Carolina, valued at \$43,000.00. This information is found in the Estate of Eldridge Baskin.

Pursuant to S.C. Code Ann. § 62-7-202 (a) by accepting the trusteeship of a trust having its principal place of administration in this State or by moving the principal place of administration to this State, the Trustee submits personally to the jurisdiction of the courts of this State regarding any matter involving the Trust.

This Court has jurisdiction over Walkup as Trustee and over this Trust.

Breach Alleged

Baskin alleges the following "serious breaches" of Trust by Walkup:

1. Failing to keep her informed of the administration of the Trust or to comply with her requests for information as required by S.C. Code Ann. § 62-7-813;
2. Failing to send an annual written report of the Trust property with information necessary to allow her to protect her interests;
3. Failing to provide a copy of the Trust's Fiduciary Income Tax Return, bank or brokerage statements or an informal list of assets and market value of those assets, the liabilities, the receipts and disbursements, including the source and amount of the Trustee's compensation;
4. In an act of self-dealing, by moving her out of her home against her wishes or best interest, and into an apartment which Walkup owns or co-owns, benefitting him;
5. By thereafter starting eviction proceedings to have her removed from the apartment he put her in;
6. By refusing to insure her home and allowing it to fall into disrepair, causing a non-Trust asset owned by her to waste; and,
7. By paying himself rent for the apartment into which he moved her into and paying for a few other expenses for Baskin, but giving Baskin no other income from the Trust.

Baskin further alleges in addition other failures of effective administration in that Walkup has:

1. Failed and refused to pay for adequate caregivers who are able to provide the care she needs, given her disabilities;

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2. Inserted himself acting as her un-appointed Guardian, controlling her with the money he controls;
3. Failed to provide for her everyday needs such as food and diapers;
4. Required her to justify or prove her needs;
5. Attempted to control her by threatening to take away her dog; and,
6. Both physically and verbally assaulted her and attempted to physically force her, against her will, to leave her apartment for an evaluation to move to assisted living.

Baskin further asks for a full accounting of all Trust property, income and debts, expenses and specifically expenses or fees paid to himself.

Response of Walkup and Defenses

Walkup denies all allegations. Walkup has asserted that Baskin does not have the capacity to make appropriate and independent decisions and is being unduly influenced by Michele Moseley, Baskin's Agent under a Property and Financial Power of Attorney, executed on February 23, 2017 and recorded in the Richland County Register of Deeds Office on the same date in Book 2189 at Page 1681. Ms. Moseley is also the Agent for Baskin under a Health Care Power of Attorney dated the same date. Ms. Moseley is the primary caregiver for Baskin and is the primary beneficiary under the current Will of Baskin.

Walkup has asserted the Complaint fails to state a cause of action for which relief can be granted, asserted the defense of the prudent investor rule pursuant to S.C. Code Ann. § 62-7-933; plead statute of limitations pursuant to S.C. Code Ann. § 62-7-1005; waiver and estoppel, and .

Analysis of Testimony

Jane E. Baskin testified as follows (January of 2021):

She graduated from Eau Claire High School in 1965.

She is an only child, adopted by Eldridge and Nell Baskin.

She has cerebral palsy, diagnosed at nineteen (19).

In 1990, when her father died, she was able to drive, did not have caregivers, and was living independently at Summerlea Drive.

In 1990, Walkup showed her a copy of the Trust and how much was in it.

In 2008, she hired attorney Rita Cullum to obtain the first accounting of her Trust since 1990.

In 2008, Walkup showed her a document with \$4,000.00 on it that Walkup explained was his fee.

In June of 2015, Walkup required her, against her will, to move into an apartment complex owned by him, requiring the Trust to pay him rent, stating that he wanted her to be nearer to him and did not want to pay the home insurance for Summerlea Drive or the high electric bills for Summerlea Drive.

Before moving her, he did not analyze with her, making Summerlea Drive more handicap accessible.

When Walkup required Baskin to leave her residence, she was caring for herself, did not require caregivers but did have a neighbor who helped her. She used a walker as needed.

At that time, Walkup provided her with a "flip phone", which she still had in 2021.

The apartment was not handicap accessible, did not have bars in the bathroom, and did not have a wheelchair accessible shower, which initially required someone to lift her into but in 2021 she was being sponge bathed instead of having a shower or a bath. Wooden bars in the hallway were installed 2-3 years before the trial began.

The apartment was two (2) bedrooms, one (1) bathroom, kitchen and living rooms, smaller than her house on Summerlea Drive.

After moving her, Walkup tried to sell her home on Summerlea Drive. She initially cooperated but then changed her mind and opposed selling.

She wanted to return to her house on Summerlea Drive.

4 of 23 *am*

She has a dog named Lamb Chop that lives with her.

In 2017, Walkup tried to move her to Jenni-Lynn nursing home.

In August of 2017, Walkup informed Baskin that he was no longer going to pay Summerlea Drive expenses from the Trust.

In 2017, she chose Michelle Moseley, who she has known through her church since 1983, trusts more than anyone, and considers to be like a daughter, to be her Agent for health care and financial powers of attorney with the legal assistance of Alex Weatherly.

In 2021, Michelle Moseley had been caring for Baskin for about 2 years coming every evening and during the day Sunday, making her dinner, and putting her to bed without payment.

On February 17, 2017, Walkup attempted to take her to Jenni-Lynn nursing home for an evaluation. Baskin told him she did not want to go see the facility and Walkup grabbed her arm to pull her off the couch and into the walker. She yelled to let her go and this upset her dog. At the time of this incident, she had a hurt toe and could not walk well.

On February 27, 2017, Baskin saw her primary physician Dr. Henderson and did not bring up any injury.

On March 19, 2017, Baskin went to Doctor's Care for a contusion on her left arm related to Walkup grabbing her.

In 2017, she asked attorney Weatherly to help her because she did not know what was happening with the Trust money because she had not received anything from Walkup about the Trust since the request of attorney Rita Cullum in 2008.

Ben Bruner, then attorney for Walkup sent some information to include tax returns and a check register and information that Walkup was receiving a fee as Trustee of \$4,500.00 and management fees for the E-Trade account of \$1,075.24 in April and \$1,036.47 in October.

In this period, the Lee County property that she had inherited a direct interest to was sold and some of the money she received went to Walkup as Trustee. She has requested information about this separate investment.

In an attempt to move back to Summerlea Drive, she received a loan from a friend of \$30,000.00 and renovated her bathroom to make it handicap accessible with a wheelchair shower, took out steps to make all the floors level. She did not completely understand the repayment terms.

She hired Michelle Moseley's brother as the general contractor.

Walkup would not pay for the renovations with the Trust money.

In March of 2018, Mr. Weatherly, at her request, sent a letter to Walkup demanding no further contact with Baskin.

Her monthly income from social security in 2021 was \$479.00.

She also received a monthly annuity of \$381.00 that is supposed to come to her directly but Walkup set it up so it would pay to him as Trustee and then he passes it to her.

Her total monthly income independent of the Trust was \$860.00.

In 2021, from her income outside the Trust she paid for her food, cable for the apartment and Summerlea Drive, her water bill for Summerlea Drive, her electric bill for Summerlea Drive, pet costs, clothes, and Ms. Moseley pays for the homeowners insurance for Summerlea Drive.

She does not know what she will do when the Trust funds run out.

In January of 2021, a friend named Pat McIntosh was living in Summerlea Drive and had been for about two (2) weeks and was paying rent to Michelle who then gave it to her. Baskin was planning on leaving the apartment and moving back to Summerlea Drive in January of 2021.

Walkup as Trustee paid himself as apartment complex owner \$930.00 a month in rent.

She brought this lawsuit to regain control over herself, choose her own caregivers, receive a budgeted amount and pay her own bills directly, and to know where the money goes.

Her credit score is 800, she pays her credit card bill and believes she is capable and intelligent.

While living in Walkup's apartment complex, there was no emergency exit plan and until the court ordered it in December of 2020, Baskin did not have an alert bracelet in case of emergency or fire.

Michele Moseley, (hereinafter "Moseley") testified as follows (January 2021)

She is from Columbia, South Carolina. She graduated from Keenan High School in 1986. She has been married 32 years and has two children. She cleans houses for a living and her husband is an electrician.

She has known Baskin from church for over thirty (30) years.

She knows Weatherly from church and from serving on the same church school board.

She began assisting Baskin in 2017 at the request of Baskin's neighbor Pat Watson. She is not a certified or licensed caregiver.

Her initial help involved getting her a lift chair and a raised toilet seat.

She sat with her two (2) hours every night, washed her dishes, walked her dog, helped Baskin with bathroom needs, and helped her to bed.

Before her involvement, Baskin had no evening care and depended on a neighbor, Pat McIntosh, to help her.

In the summer of 2017, Moseley had the locks on Summerlea Drive changed and there was a dispute over a furnace or AC unit at Summerlea Drive.

In March of 2018, Moseley asked Walkup to be paid to fill in for the paid caregiver who was going on vacation and to do housekeeping for Baskin and Walkup declined her request.

In May of 2018, she submitted an invoice to Walkup for filling in for the paid caregiver who took off on Mother's Day and Moseley filled in for her. Walkup did not pay it.

In reaction to a complaint about the furnace or AC unit at Summerlea Drive, Walkup visited Baskin's apartment and offered Baskin money so that she could arrange the installation. Baskin called Moseley to watch the exchange over the camera that was in Baskin's apartment. The camera was installed at Baskin's request. Moseley got upset over the conversation and called and yelled at Walkup about not fixing the AC and putting it on Baskin to resolve. At that time, Moseley had gotten three estimates to fix the AC unit with the lowest being \$9,000.00.

On May 14, 2018, Moseley and Baskin sent a joint letter to Walkup asking that he have no direct contact with Baskin and only speak to her attorney Weatherly.

In July of 2018, Baskin had fallen twice and Moseley decided that she should not be alone so began to come for more hours in the evenings, as her paid care ended at 2:00PM. Baskin had a history and propensity of falling.

On Sundays, she would pick Baskin up for church and then care for her throughout the day.

Moseley submitted other invoices for her time to Walkup for payment and he refused to pay her.

She agreed to be Baskin's Agent for the Power of Attorney and has stepped in to help her pay her bills. She has had no training or discussions with a lawyer about her responsibilities as an Agent. At the time of the trial, she was signing Baskin's name at Baskin's direction on her checks instead of changing the signature authority on the account to be Baskin's Agent.

She is Baskin's friend and wants to care for her. She does not know what will happen if the Trust money is exhausted.

She knows Baskin's cousin Anne Webster but has never met her in person.

She knows Baskin's cousin Wesley Stephenson and he has visited.

She describes Baskin's relationship with Walkup as not good.

She threw away the "For Sale" sign for Summerlea Drive because Baskin did not want her house sold and this angered Walkup further.

Her brother is the contractor for the renovations at Summerlea Drive and her husband is the electrician on the job.

The \$30,000.00 is to renovate the bathroom and make it handicap accessible, turn the sunroom into her bedroom with closets, install the air conditioning, repair termite damage, and treat for mold. The contractor submits his invoice to Weatherly, who holds the loan monies in his Trust Account, Moseley reviews the invoice and shows it to Baskin, and then Moseley authorizes payment.

Baskin pays her credit card balance every month and Moseley believes Baskin can live within a monthly budgeted amount.

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In August of 2020, after Walkup sold the apartment complex, the new company wanted Baskin to sign a lease. Baskin refused to sign.

Walkup will not work with her to assist Baskin.

Wesley F. Stephenson, Jr. (hereinafter "Stephenson") testified as follows (January 2021)

He is Baskin's first cousin and he has known her his whole life.

He sees her about once a year and talks to her occasionally.

He has met Moseley on two (2) occasions at Baskin's apartment.

He was Baskin's Agent for the sale of the land in Lee County.

He knew her father set up a Trust for her but also that he left her land outside of the Trust.

He disbursed the sale proceeds to her directly and not to Walkup but understands Baskin gave it to Walkup to invest.

He considers Baskin a rational person.

He does not know Walkup but has spoken to him on the phone.

He took care of his mother as she aged and knows the importance of good care and has urged Walkup in a letter to provide her more help.

He believes Mosely provides Baskin good care and goes beyond the call of duty and has Baskin's best interests at heart. He understands that she has no certification or licensure.

He was aware of the friction between Walkup and Baskin and that Walkup wanted her to move and Baskin wanted to stay in her home.

He believes Baskin needs a larger voice.

Kenneth B. Wingate (hereinafter "Wingate") testified as follows (January 2021)

He is a lawyer and a CPA. He has been practicing law 35 years. He is designated by the South Carolina Supreme Court as a specialist in estate planning and probate law, and that constitutes about 95 percent of his practice.

He was offered as an expert witness to testify in the area of estate and probate law.

He was received as a witness who had reviewed the records, who has an incredible reputation, experience, and education in all these specialty areas.

To prepare for testimony, he reviewed the pleadings, the discovery requests, the recent October of 2020 accounting information that was transmitted to the court by Walkup's attorneys, the transcripts, the affidavits and joint trial exhibits.

His opinion as to the quality or sufficiency of the accounting is that Walkup has not provided an accounting. Until 2007 or 2008, when attorney Rita Cullum, representing Baskin, requested information, no accounting had ever been given to Baskin. From that point until 2018, when Mr. Weatherly began to represent Baskin and asked for information, there was nothing produced that would be a sufficient and accurate accounting of information. In 2020, Walkup provided an enormous "hodgepodge" of information in an information dump to include bank statements, tax returns, and loose ends, though in no true accounting fashion. An accounting is intended to represent the beginning assets, show the income, show the growth, show the expenses, show the ending balance, and show his fees and how he managed the Trust. When Walkup provided the information and the fashion Walkup provided the information would not qualify as an accounting per the South Carolina Trust Code. The principal duty would be for Walkup to annually report to Baskin information reasonably sufficient to inform her of the assets and income of the Trust, and thereby, showing what assets and collected or reserved income, if any, remain on hand at the end of the accounting period, and done at least annually.

His opinion as to conflicts of interest or self-dealing as it relates to the standards applicable to a fiduciary is that Walkup has violated that by moving Baskin into an apartment building which Walkup or his company Walkup and Associates owns or has an ownership interest in; investing 60 percent of the current assets of the Trust in an investment known as Equity 95, of which Walkup owns the majority interest; and, investing Trust assets in an entity called Columbia Cash Reserve which Walkup owns;

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however, based on the current reportings, it is unclear what percentage he owns. Walkup or his company receives fees, separate from his Trustee fee, from these entities and these fees are not reported on what he has provided. He should report these fees. The South Carolina Trust Code says that if an asset is invested in a business or an entity or a security in which the Trustee has an ownership interest, there's a presumption of conflict of interest that can be overcome with evidence of an accounting for what the various fee structures and ownerships had been, but he hasn't reported. Therefore, the standard of avoiding conflicts of interest and avoiding self-dealing has not been observed in this instance.

His opinion about Walkup's investment strategy and the standard for diversification is that currently 60 percent of the total Trust corpus is invested in that security or company called Equity 95. Walkup testified that one invested in Equity 95 can only withdraw investments from Equity 95 one time per year at the end of the year with an advance request, and then only if paying accounting charges in order to liquidate that interest. Walkup testified that Equity 95's stated written purpose is growth. Columbia Cash Reserve and the apartment complex are all assets that cannot be easily liquidated. The small amount of income that is generated, per the tax returns, averages approximately \$14,000.00 per year on a portfolio with an aggregate value of reportedly at least \$575,000.00. This equates to a 2 percent, or less, rate of income that is generated for Baskin. The assets that Walkup invests in are risky for the needs of Baskin, do not meet the standard of liquidity, and are improper. Walkup is required to invest for the needs of Baskin, which are great. Income should be readily available for the predictable increase in need and emergencies. The combination of lack of liquidity, lack of security of those investments, exposure to risk or change in value given the age and life circumstances of Baskin, do not equate to proper management of this Trust by a prudent fiduciary standard applicable under South Carolina law.

His opinion about the relationship of a Trustee with a beneficiary is that under the South Carolina Trust Code, the standard applicable to a Trustee is to know the beneficiary and her circumstances to thoughtfully have a strategy of meeting those needs financially and to do so in a way that is reasonable and proper and skillful. The communication between Walkup and Baskin has clearly broken down. They have not spoken directly in more than two years. There have been allegations of verbal and physical abuse. This is an enormous impediment to a Trustee being able to fulfill any fiduciary duties. Per Walkup's deposition, he has a disregard and disrespect for Baskin. Walkup testified that audited financial statements do exist but he did not give them to Baskin because in Walkup's opinion she does not have the capacity to understand them. Walkup's forcibly removing her from her home which she owns outside of this Trust, his refusal to release her monthly annuity payment back to her for direct payment, placing her in an apartment of which he is an owner if not a majority owner, and pushing for her to move into a nursing home against her wishes, amounts to such a conflict and inability to communicate as to arise to a breakdown and failure of execution of fiduciary duty.

The Trust was obviously created to only benefit Baskin. The remainder beneficiary language is there as the normal catch all language. A Trustee must administer the Trust solely for the interests of the beneficiary. This Trust can generate more income and this Trust could be invested in safer assets. Her assets should be invested in objective and calculable assets rather than Walkup's family company. The cash flow generated is not appropriate for this circumstances. There is not clarity and transparency as to what the Trust assets are being invested in and what the income is that is being generated and what the expenses are that are being taken out.

Walkup admitted that he was not familiar with a total return Trust and had not made an effort to analyze it from that perspective. The standard of a fiduciary is to give thought to a conscientious and transparent investment strategy aimed at meeting the needs of the beneficiary. Walkup has invested the Trust assets almost entirely in growth and therefore it is skewed. There has not been transparent disclosure.

Walkup has not adequately disclosed how the Equity 95 money is invested. It's presumed under the fiduciary standards that because he's an owner in it and a principal owner in it, that without disclosure, he has a conflict of interest. The way you prove that you have not violated in fiduciary and prudent investor requirements is to show your investment strategy and conformity with careful written revealed

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and adhered to objectives.

A Trust is nothing but a split in title, one person is the legal owner, the other is the beneficial owner. The beneficial owner of the Trust, the beneficiary, is the one whose needs the Trust is supposed to be invested and managed for. Per the South Carolina Trust Code, no Trustee has absolute discretion if that means the power to do anything they want to do. It has to be solely in the best interest of the beneficiary while disclosing conflicts of interest with an intentionally thought out, written out and followed and diversified investment portfolio. It is not appropriate to have 60 percent of any Trust invested in anything, let alone something that is a growth fund, that is not adequately disclosed as to who the owners are or what the expenses are, what the fees are, and in which the Trustee is one of the owners, and therefore by statute, has a conflict of interest.

Walkup is a registered investment analyst who has touted his investment professional credentials as reasons why he has done a good job. His credentials raise him to the level of a professional Trustee, yet he has made no effort in 30 years to allocate income and principal. He testified that he did not know he was supposed to make the distinction between the two and that he is not familiar with the Uniform Principal and Income Act.

Walkup should have maintained annual accountings. The accountings should have been documented and presented to the beneficiary every year for 30 years. For Walkup in 2020 to have felt rushed by this court to quickly put together a reporting on the court's short deadline is not only no excuse but also underscores the very problem.

William B. Walkup (herein "Walkup") testified as follows: (January 2021)

1. Walkup is married and has four (4) children.
2. Walkup has a degree from USC as a mechanical engineer, worked at Trane Heating and Air Conditioning Company for fourteen years, is a registered professional engineer, registered investment advisor
3. Walkup's son in law and son work for Walkup and Associates as financial planners.
4. Walkup and Associates is a money management and investment firm and has over \$100 million in investment funds. He invests in stocks, real estate, and cash management programs. Walkup owns 98 % of Walkup and Associates.
5. Walkup is a partner in every partnership that Walkup and Associates manage money for.
6. He is the Chairman of the Board of Trustees and Chairman of the Finance Committee for Shandon Methodist Church. He invests the church funds with Walkup and Associates and has grown the fund from \$600,000.00 to 6.8 million but he does not charge a management fee for the church.
7. He manages one other Trust fund.
8. His daughter Laura was the manager of his apartment complex where Baskin lived until he sold it in July of 2020 and now she works for Walkup and Associates.
9. In June of 2015, Walkup moved Baskin to his apartment complex, which is about 50-60 yards from Walkup and Associates, to be near him because she had fallen many times. Laura occasionally assisted Baskin at the apartment.
10. When he moved her, that apartment complied with handicap requirements of SCDHEC.
11. Summerlea Drive has a very steep lot and Baskin fell trying to get up the driveway.
12. Summerlea Drive has 2 levels and could have caused a fall.
13. He has known Baskin since she was adopted.
14. Eldridge Baskin asked him to be Trustee and he agreed even though he had never been a Trustee before.
15. Attorney Ben Boyd prepared the Will for Eldridge Baskin. Ben Boyd is a high school friend of Walkup and married to Baskin's first cousin.
16. Equity 95 is an investment partnership of about 15-20 investors that invests in stocks. That partnership has the objective of income and growth. In Equity 95, Walkup is a 5 percent investor. All investors are charged a .9 percent fee

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17. The Trust invested \$33,000.00 in 1995 in Equity 95 and it is now worth about \$315,000.00 to \$320,000.00, making that a compounded rate of return of about 9.5 percent. The Trust does not own specific stocks or have its own stock account. The Trust owns a value in the Equity 95 entity.
18. The Trust has investments in an E-Trade account that has some original stocks purchased by Eldridge Baskin and it is worth \$200,000.00. He can borrow against this account at 1.5 % interest.
19. Columbia Cash Reserves is a cash management program that he started in 1982 as a group of people investing in bank jumbo certificates of deposit at a 15% return. Then he moved the money to high rate tax-free bonds, he loaned money to investors within the partnership, now it is a loan portfolio with loans being given to single-family builders in Richland and Lexington Counties and developers on a 5.2 to 5.5% interest rate that he calls a vehicle of liquidity.
20. He borrows at 1.5% on the E-Trade account and moves it to the Columbia Cash Reserve and loans it at a rate of 5.2 to 5.5 %.
21. He has 2.4 million in loan loss reserve but there has never been a loss.
22. The Trust owns rental property on Ashley Street that he has rented over the years. He sold it in an installment contract to a couple who have gotten behind on the payments and now he must file for foreclosure.
23. The Trust has an active Wells Fargo checking account.
24. From the sale of the Lee County properties, Baskin gave him \$13,000.00 to invest for her and he believed he put it in the Columbia Cash Reserve account for her. This was later contradicted, as Walkup put the money in the Wells Fargo Trust checking account. The money was not invested for her but was spent on her needs in the following year.
25. Walkup charges the Trust about \$4,600.00 as the Trust fee.
26. The Trust has an upcoming tax liability of gains from the sale of stock of \$45,000.00.
27. In addition to income, he spends \$53,000.00 a year from principal on Baskin's care.
28. He wants her to move to a nursing home to have around the clock care but she refuses.
29. After he moved her to his apartment, Summerlea Drive was unoccupied for 5 ½ years. In 2015, he wanted to sell it to generate money for her care. He put a For Sale sign in her yard with his phone number on it, received a contract offer of \$90,000.00, took it to Baskin to sign and she refused.
30. He is worried what happens when the money runs out and feels like it is his duty to preserve her assets for her life.
31. He believes that a nursing would cost \$6,600.00 a month and living at her home with 24/7 care will cost \$14,300.00 a month.
32. Walkup believes that Baskin has lied about him to discredit him and to avoid moving to a nursing home.
33. Walkup believes that Baskin has resented him from the beginning of the Trust and has fabricated many stories to discredit him.
34. Walkup believes that he has paid for everything for Baskin except food and clothing.
35. After Baskin refused to sell Summerlea Drive, Walkup stopped paying the insurance on Summerlea Drive justifying that it was not a Trust asset.

Witnesses for Walkup

Dr. James Henderson (herein referred to as "Dr. Henderson") testified as follows (August 2022)

1. Has treated Baskin for several years.
2. Last saw her in February of 2021.
3. Has never had a conversation with Walkup.
4. Moseley usually brought her to appointments.
5. Has had several urinary tract infections.
6. Urinary tract infections can cause hallucinations.

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Sheryl Glymph testified as follows (August 2022)

1. Moseley hired her in 2021 as a caregiver and she worked for about 4 months and was released because of scheduling needs.
2. Did not like Baskin's dog and slipped in the dog's waste.
3. There is a camera where Baskin sleeps.
4. Baskin loves and Trusts Moseley.
5. If you disagreed with Moseley, you would be fired.

Summary of Affidavit of Julian W. Walker, Jr.

1. Mr. Walker is a retired attorney and a retired Trust officer from local banks.
2. Mr. Walker believes Walkup has done a good job and Baskin is interfering with the Trust operation.

Summary of Affidavit and testimony of Anne Webster

1. She is Baskin's first cousin and has known her since childhood.
2. She has not seen Baskin since 2017 but before that, they visited at least annually.
3. She believes Baskin has lied and Walkup has done an excellent job.
4. She believes Baskin is not competent.

Summary of Affidavit of Katherine Parr

1. She was the previous Agent for Baskin under a previous power of attorney.
2. She believes that Baskin needs more assistance and is not good with money.

Summary of Affidavit and testimony of Clarence E. Kanipe, Jr.

1. He is the Pastor at Shandon United Methodist Church and knows Walkup through church and the role he plays for their finances.
2. He believes Walkup is a good financial advisor and investor.
3. He is a generous donator to the church and to Epworth Children's Home.

Summary of Affidavit of Captain Louis Edward Spradlin

1. He has known Walkup since 1991 and works with him on the financial investments for Shandon United Methodist Church and invests with him personally.

Summary of Affidavit of Sinclair Lewis

1. He is a retired minister from Shandon Methodist Church and has known Walkup for more than thirty years.
2. He has done a good job with church investments and he invests with him personally.

Summary of Affidavit and testimony of Albert L. Moses

1. He retired as attorney in 2005 after over forty years of practice with a primary focus in wills, trusts, and estates.
2. He has known Walkup for over seventy years and believes him to be a good person.
3. He does not believe that the SCTC applies to this Trust and he does not believe that Walkup had a duty to account annually to Baskin and only owed a duty to report to Baskin if she requested it. He believes what he has supplied to her is sufficient.
4. He believes that Walkup has a right to control Baskin's risky behavior.
5. He believes that there is normal friction between a Trustee and Beneficiary and that is not a reason to remove a Trustee. He admitted that he knows nothing about the relationship of Walkup and Baskin independent of what Walkup has told him.
6. He admitted that he has not reviewed the accountings or investments of the Trust.

Summary of Affidavit of Benjamin C. Bruner

1. He was and is an attorney for Walkup.
2. He assisted Walkup in 2017 and 2018 in providing all information that was requested by Weatherly.

Summary of reports and testimony of Michelle Nunn (hereinafter "Nunn") -

Guardian ad Litem appointed by this Court

1. She visited Baskin when she lived in Walkup's apartment in October of 2020 and visited her again in June of 2022.
2. In 2020 while living in Walkup's apartment, Nunn noted the following concerns:
 - a. The apartment's doors and hallways were narrow
 - b. There was only one entry/exit.
 - c. The only provisions for Baskin's handicap were rails in the hallway and a portable shower chair.
 - d. The apartment could not accommodate her needs
 - e. Not enough care is provided as she needs 24/7 care.
 - f. Baskin cannot walk independently and could not remove herself from the apartment if there was an emergency
 - g. She is dependent on others for food and transportation
 - h. Baskin is a capable woman and independent thinker with a strong desire to improve her quality of life and wants to be more involved in her finances and living arrangements.
 - i. The relationship between Baskin and Walkup was not good.
 - j. Recommendations were made with the most urgent and easy to solve being a new wheel chair and an alert pendant, which the court ordered.
 - k. Nunn also recommended of an independent professional fiduciary to eliminate the conflict.
3. In 2022, Nunn notes the following:
 - a. Baskin has physically declined since 2020 but remains not influenced by others and strong willed.
 - b. Baskin still does not want to see Walkup.
 - c. Summerlea Drive has been made handicap accessible for her with cameras, a baby monitor and a walkie-talkie for her to communicate.
 - d. Baskin is dependent on others for everything.
 - e. Baskin seems to be happy and relaxed and the accommodations are better than the apartment and she does not want to leave her home.
 - f. Nunn had concerns about the live in care giver hired by Moseley in that she has her own dog and cat, is not a licensed or registered nurse and provides services that include the change of Baskin's catheter and does not pay rent.
 - g. Summerlea Drive needs a ramp for Baskin's exit door to the outside.
 - h. As Baskin no longer wants to see Dr. Henderson, Baskin needs to be connected with a new physician to provide continuous care.
 - i. Nunn had concerns about her meal proportions or meal choices. Moseley explained because she is a diabetic and because Moseley does not want her to gain weight because caregivers have to lift her, her meals are controlled. Nunn believes Baskin should have more choices in her food.
 - j. Because Moseley lacks experience in dealing with complicated health care, a professional care supervisor should be hired to provide the in-home care Baskin needs.
 - k. Baskin should be allowed to participate in her monthly budget.
 - l. Baskin needs to have a true sense of partnership with the person in charge of her finances.

Finding of Facts

1. The Plaintiff is a 76 year old handicapped person, long-suffering with the debilitating illness cerebral palsy.
2. While the Plaintiff suffers from her physical disability and is vulnerable due to her needs and condition, her mind is clear and she is capable of making decisions for herself. She has testified with competency and has remained consistent in her asks and determination for the same outcome. There is no competent evidence to the contrary.

3. Walkup was named as the Trustee of a Trust established by the Plaintiff's father, Eldridge Baskin, by his Will dated September 10, 1990.
4. The Will left a home and other pieces of real property as well as household personal property, to Baskin outright. The rest and residue was left in Trust for her benefit.
5. Eldridge Baskin, Baskin, Walkup and the remainder beneficiaries of the Trust are related as first cousins, second cousins, first cousins once removed or second cousins once removed. Neither Walkup nor any member of his family is a residual beneficiary of the Trust and there is no evidence that he has refused to use more of the Trust money for Baskin's benefit in an effort to save money for the residual beneficiaries.
6. At the time the Trust was funded from the Estate of Eldridge Baskin, Walkup as Personal Representative transferred to Walkup as Trustee \$132,476.68 in stocks and bonds and rental property located at 1307 Ashley Street, Columbia, South Carolina, valued at \$43,000.00.
7. Walkup is currently 82 years old.
8. There is no Successor Trustee contemplated in the Testamentary Trust established by Eldridge Baskin.
9. Walkup claimed and reported that in January of 2021, the Trust had grown to a value of about \$575,000.00.
10. Baskin does not challenge that Walkup has reported to be a good financial investor and has made a lot of money for the Trust.
11. Baskin's income outside the Trust is about \$475.00 in Social Security benefits and a \$381.00 annuity which still pays to Walkup as Trustee.
12. The annuity is not Trust property, but the Trustee receives that money and places it in the Trust checking account. Until 2-3 years prior, Walkup was choosing how this annuity was spent for Baskin. Walkup now disburses it in full to Baskin after receipt.
13. Baskin has asked the Trustee on multiple occasions to have the monthly annuity check sent to her directly rather than passing through the Trust and he has not done so.
14. This court has asked Walkup to comply with the request to redirect the monthly annuity check and he has not done so.
15. In 2016, Baskin gave Walkup \$13,556.36 from the sale of her inherited ownership interest in Lee County property to invest for her. This was intended by Baskin to be a separate investment not one intended by Baskin to be absorbed into the Trust. Instead of investing her personal money, he put these funds in the Wells Fargo Trust checking account and used it for her expenses that the Trust should have paid for.
16. In the thirty (30) years that the Trustee has controlled the Trust he has provided three (3) reportings, and in each instance only after Baskin's attorney requested or demanded them.
17. Walkup admitted that he was unaware that the SCTC required annual accountings for Baskin as he has never read it.
18. Walkup also admitted that he is unfamiliar with the South Carolina Uniform Principal and Income Act.
19. Walkup claims that Walkup and Associates produced accountings of certain Trust assets and "sent" them to Mr. Walkup, as Trustee, but those were never provided to Baskin.
20. In 2008, attorney Rita Cullum, then representing Baskin, wrote a letter to Walkup that asked for financial information and put him on notice that the SCTC required annual accountings to the beneficiary.
21. Even though attorney Rita Cullum put him on notice that he was required to report annually, he denied that he knew he had to report annually. He stated that he has staff that should have handled this.
22. What was ultimately provided to attorney Rita Cullum omitted vital information about the rental property, how income was distributed, what principal had been distributed, his fees for managing the assets, the prohibition that money could not be taken from the Equity 95 account without specific limited notice and the fees associated with withdrawal.

23. In his 2008 list of expenses for attorney Rita Cullum, it must be noted that he paid himself \$4,600.00 while reporting expenses of \$2,438.92 paid for Baskin.
24. Walkup admits that he has never kept contemporaneous accounting records about the Trust income and principal and costs and expenses so when asked for an accounting Walkup or his staff must go back through the records in order to create it.
25. Walkup stated that he did not know an annual accounting to the beneficiary was required by the Trust Code until Alex Weatherly wrote him a letter in 2017 or 2018.
26. Walkup did not report or account annually and only did so again after this court required disclosure in 2020. What was provided in 2018 were Baskin's individual tax returns for certain years, a created check ledger, and a "balance sheet", which were wholly insufficient.
27. While Walkup agreed that, in order for a beneficiary to be reasonably informed about the administration of the Trust and of material facts necessary to protect her interest, a Trustee should provide the beneficiary "financial statements and annual reports", he admitted that he had not provided such to Baskin as he believed she would not understand it unless it was put in simple terms or unless she had professional help, an effort, albeit inadequate, he did not even make.
28. Walkup admitted that he has never explained the Trust to Baskin.
29. Walkup receives a Trustee fee for managing the Trust, and invests the Trust funds in partnerships in which he or his company Walkup and Associates have equity interests from which he also receives management fees. Until this litigation, the management fees were never disclosed to Baskin.
30. Walkup admitted that he never told Baskin that in addition to the fees he pays himself as Trustee, he is also paying himself management fees from the various accounts he manages the Trust money in.
31. Walkup testified that approximately 60% or \$310,000.00 of the Baskin Trust is invested in a fund called "Equity 95". Walkup's company is a partner in the fund and also receives fees for managing the fund.
32. Walkup testified that Equity 95 Partnership is focused on growth not income, which is in the nature of "riding out for the long term", a questionable strategy for a 76 year old beneficiary.
33. Walkup testified that the Baskin Trust earns gross (not net) income of about \$12,000.00 to \$14,000.00 per year on \$575,000.00, or about 2% to 2.4% per year, before expenses.
34. Walkup testified that he takes a fee of \$4,000.00 per year for managing the Trust, and an additional .9% for managing Equity 95 and an E-Trade account where Trust money is invested.
35. The terms of the Trust require Walkup to pay all of the income of the Trust to or for the benefit of Baskin. By investing in assets that are "growth" funds, rather than "income" producing funds, Walkup is able to control the amount of money he is required by the Trust to pay Baskin.
36. When Walkup's growth funds generate money, by agreement of the partnerships, he is required to reinvest the growth back into the fund. Walkup signed this partnership agreement, agreeing to these terms, as Trustee for the Trust.
37. Walkup admitted that he has never been the Trustee for someone with significant physical disabilities like Baskin and has not done any investigation into what her needs were, never hired a professional to assess those needs, has no experience in caring for someone with cerebral palsy, and was not professionally qualified to assess her needs.
38. With the backdrop outlined above, in June of 2015, Walkup moved Baskin from her home on Summerlea Drive to the Atrium Way Apartments, that he owned an interest in, against her wishes.
39. Walkup as Trustee paid Walkup as apartment complex owner/manager, approximately \$900.00 a month in rent for 5 1/2 years for an approximate total of \$59,400.00, which far exceeds the \$30,000.00 expenses used to make Summerlea Drive handicap accessible.
40. The apartment was on the second floor with no appropriate handicap access for Baskin's disabilities.
41. At the request of Baskin, Walkup has not spoken to Baskin since approximately 2018.
42. As of 2020, Walkup has denied enough monetary support to address Baskin's needs like adult diapers and special food. For reimbursement, Walkup required Baskin to submit receipts for the purchase of her Depends undergarments, a requirement that he did not find demeaning.

43. It is clear from Walkup's testimony that he did not understand nor was he personally involved in the writing of Baskin's annuity check or reimbursement checks, and abdicated to someone else in his office to handle.
44. He did not keep a separate rental account record for the Ashley Street property for the thirty years and has not produced a separate rental accounting. After the installment contract on Ashley Street, he has not kept or produced the loan payments. He did not know how far behind the loan payments were.
45. Walkup agreed that Baskin has needed twenty-four (24) hour seven (7) days a week care since approximately 2015, but did not provide that care, saying that Baskin did not want that much care. At the time this lawsuit was instigated, he was paying for forty-two (42) hours per week. During his testimony, he agreed to provide more care than he had provided for her.
46. At the time of this lawsuit, Moseley was providing care without pay because Walkup has refused to pay her.
47. Walkup wanted Baskin to move to a nursing home and she refused.
48. Walkup believes that Baskin has resented him from the beginning of the Trust in 1990 and has intentionally acted to ruin his reputation by lies and false allegations. Walkup has allowed his concerns about his reputation as a professional investment manager or advisor to stand in the way of being an objective fiduciary for Baskin.
49. Walkup has been asked to resign on many occasions and has refused to do so, again letting what he describes as his commitment to the request of Eldridge Baskin stand in the way of what is best for the Trust and Baskin.
50. Walkup took control of Baskin's person by controlling her money and her care. He assumed the role of a Guardian in many aspects.
51. There remain unresolved allegations of a physical assault by Walkup on Baskin surrounding Walkup's decision to move Baskin to a nursing home and her refusal to comply and a separate lawsuit Baskin commenced against Walkup in Richland County Circuit Court between about that allegation.
52. In addition, Walkup as Trustee commenced a separate lawsuit in Lexington County on June 20, 2022, against Weatherly and Moseley individually for interfering with the Trust, unduly influencing Baskin, and defaming Walkup as Trustee, among other causes. Walkup had no authority at the time he filed this lawsuit to act for the Trust due to his restraint and suspension pursuant to the Temporary Settlement Agreement. On October 29, 2021, this was again ruled on and affirmed as the non-judicial settlement agreement pursuant to S.C. Code Ann. § 62-7-111 by way of an Order Regarding Emergency Hearing after Walkup threatened to stop paying Baskin from the Trust pursuant to this Agreement. This statute provides that interested persons may enter into binding non-judicial settlement agreements with respect to directing a trustee to perform or refrain from performing an administrative act, or to grant to a trustee a necessary or desirable administrative power. S.C. Code Ann. § 62-7-111(b)(2). The parties participated in reaching the Temporary Settlement Agreement and it was approved by this court. See S.C. Code Ann. § 62-7-111(c).
53. Walkup has refused to work with Moseley, Baskin's health care and financial power of attorney since 2017 and this is not sustainable or reasonable.
54. Walkup has performed and committed serious breaches of his fiduciary duties as documented specifically above in these findings of fact and below under certain categories of law differentiated.

Motion for Emails and Text Messages between Moseley and Weatherly

This matter has been ruled on by separate Order dated August 4, 2022. In an effort to clarify the record, during the initial trial of this matter in January of 2021, this court stated on the record that certain emails and texts would be turned over to Walkup with certain permitted redactions. After the temporary settlement of this matter, this issue was not officially resolved. The Motion was officially ruled on in a prior written Order dated August 4, 2022, which was a reversal of the ruling on the record in January of

2021. This court has reviewed the documents in question and finds that the communications are between Ms. Moseley as the attorney in fact or Agent for Ms. Baskin under her Power of Attorney and the attorney for Ms. Baskin and therefore are privileged and protected. An Agent under a power of attorney is the alter ego of the principal. *Bennett v. Carter*, 421 SC 374, 807 S.E.2d 197 (2017). Ms. Baskin has the privilege and has asserted the privilege and therefore releasing these communications to the Defendant would violate the privilege. Therefore, the Motion to Compel, as to the texts and emails between Michele Moseley, as Agent or Attorney In Fact for Jane E. Baskin, and W. Alex Weatherly, Jr., personal attorney for Jane E. Baskin, at that time, was denied.

Undue Influence

Walkup added the defense of undue influence to his Supplemental or Second Amended Answer and Counterclaim filed on August 4, 2022. This was with the consent of Baskin's counsel. Walkup alleges that Baskin is being unduly influenced by Moseley and others. Walkup has not presented any evidence of undue influence by Moseley or anyone else associated with Baskin's legal team, support system, caregivers. Baskin has testified at her deposition, the trial in January of 2021 and again called to testify by Walkup in the August 2022 trial. She has testified with certainty, clarity, and her testimony has remained unchanged and logically consistent.

Application of the 2014 South Carolina Trust Code to the 1990 Trust

The 2014 South Carolina Trust Code (SCTC) was enacted in 2013 by Act Number 100, which took effect January 1, 2014. The SCTC applies to all Trusts created before, on, or after the effective date.

Pursuant to S.C. Code Ann. § 62-7-102, the SCTC applies to this Trust.

Pursuant to S.C. Code Ann. § 62-7-105, except as expressly provided in the Trust, the following are mandatory rules:

“(2) the duty of a Trustee to act in good faith and in accordance with the purposes of the Trust;”

“(11) the power of the court to take such action and exercise such jurisdiction as may be necessary in the interests of justice”.

Pursuant to S.C. Code Ann. § 62-7-201 (a) “Subject to the provisions of Section 62-1-302(d), the probate court has exclusive jurisdiction of proceedings initiated by interested parties concerning the internal affairs of Trusts. These proceedings must be formal as defined by Section 62-1-201(17).... Proceedings that may be maintained pursuant to this section are those concerning the administration and distribution of Trusts, the declaration of rights, and the determination of other matters involving Trustees and beneficiaries of Trusts. These include, but are not limited to, proceedings to: (4) appoint or remove a Trustee.”

This court has the statutory authority to remove Walkup as Trustee.

Statute of Limitations

Walkup argues that S.C. Code Ann. § 62-7-1005 bars this action. Pursuant to (a) “...a beneficiary may not commence a proceeding against a Trustee for breach of Trust more than one year after the date the beneficiary or a representative of the beneficiary was sent a report that adequately disclosed the existence of a potential claim for breach of Trust.”

Walkup argues that on October 6, 2018, Walkup's former counsel, Benjamin Bruner, provided Baskin's counsel with a three-year accounting beginning August 2015, 2016, 2017, and a partial of 2018. Walkup argues these accountings disclosed all necessary financial information to determine if Baskin had any

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claim against Walkup. Walkup argues that these accountings were never challenged and were acceptable to Baskin. Walkup relied on the statement of Mr. Bruner that during his in-person meetings, phone calls, letters, and e-mails with Mr. Weatherly, all of the documents and information that were requested of Walkup by Weatherly, on behalf of Ms. Baskin, were provided to Weatherly.

The Summons and Complaint for Accounting and Removal were filed on July 16, 2020, which Walkup argues was past the one-year time that would have been October 6, 2019. While the Summons and Complaint were clearly filed after the one-year statute of limitations, that limitation would only apply if this court found that the reports or accountings were adequate to disclose the existence of a potential breach. The reportings of Walkup through Mr. Bruner began after a demand letter from Weatherly dated March 29, 2017.

The reportings of May 4, 2017 include the following:

1. The personal Federal and State Tax Returns for Baskin for 2013 through 2016. It should be noted that these were prepared by Walkup's in house CPA at Walkup's direction. These are not at all helpful for a beneficiary to evaluate Trust activity.
2. Typed activity of the Trust Account at Wells Fargo from 4-1-16 through 4-7-17, typed activity of the Columbia Cash Reserve account for the Trust and Baskin for the approximate same time period. Walkup testified that someone in his office prepared this. What is obviously and painfully missing are the bank account statements, the investment account statements or any other invoices, paid receipts, or supporting documentation, along with a full disclosure of Trust fees and management fees charged and paid since 1990. No summary of any of the above was ever provided to Baskin.

The reportings of October 6, 2018 include the following:

1. Documents titled Balance Sheet for 2017 and Analysis of Income and Distributions for 2015, 2016, 2017. Walkup testified that someone in his office prepared these reports. They are incomplete and contain opinion comments. These reports are not helpful and not complete and have no supporting documentation.
3. QuickBooks reports for 2015-2017 for the Wells Fargo account and Columbia Cash Reserve accounts. Walkup testified that someone in his office prepared these reports. Again, obviously and painfully missing are the bank account statements, the investment account statements or any other invoices, paid receipts, or supporting documentation. This is extrapolated information from something. A beneficiary is entitled to the something, especially when that beneficiary is the only beneficiary and that beneficiary has been asking for the last 2 years at least.
2. Federal and State tax returns for 2015-2017 for the Trust. While this is helpful it is not enough.

What is also missing are Walkup's disclosures of all other fees he receives from his investments with and for the Trust money. This was only disclosed during discovery after the lawsuit was filed.

What is also missing are any reportings about the income and expenses, in detail, of the rental property.

In support of the request for dismissal under the statute of limitations argument, Walkup references Mr. Bruner's letter dated October 6, 2018, but by all parties agreement should have been dated as February of 2019 as it was mailed in or around that time frame, where Mr. Bruner gives Weatherly a 10 day deadline to respond to the Trust reportings or they will be deemed adequate. This is not something that has any legal effect on the statute of limitations. Walkup remained under a duty to report and an even higher duty to be transparent because so many concerns had been raised and so many questions had been asked. Lost on Walkup and Mr. Bruner was that this duty to report was a recurring, important and annual duty, not a "one and done". Baskin was not required to demand her reportings every year to get them. Therefore, in October of 2019, without the need for demands or prompting, Walkup should have produced another annual accounting. This did not happen. It did not happen again until this court required him to report in October of 2020.

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On May 13, 2019, Weatherly again writes Mr. Bruner requesting more information and explanation. It should also be noted that during this time frame, Walkup is making demands on Baskin for information, notably asking for a budget to comply with additional disbursement requests, which was quickly provided by Weatherly as an attachment in this May 2019 letter.

As late as December of 2019, Weatherly writes to Mr. Bruner in an effort to facilitate a path forward by negotiating an exchange of information and asking for more money for care for Baskin.

To date, this court is concerned about the transparency and completeness of Walkup's reportings. Walkup testified that he may have some records from the earlier years of this Trust but Walkup has not provided what could be considered a reporting or accounting from 1990 through 2015. What has been provided from approximately 2015 through 2020 remains inadequate. The way the money has been invested, the way he maintained his records, and the way he managed the money, combine to obscure and create grave difficulty in extracting information with supportive proof without Walkup and Associates reporting the entire Equity 95 and Columbia Cash Reserve bank records which include potentially 99 other people or entities monies.

Therefore, it is clear that the statute of limitations does not barr this action and the reportings have not been adequate.

Removal of Trustee

Pursuant to S.C. Code Ann. § 62-7-706 (b) The court may remove a Trustee if:

- (1) the Trustee has committed a serious breach of Trust;
- (2) lack of cooperation among co-Trustees substantially impairs the administration of the Trust;
- (3) because of unfitness, unwillingness, or persistent failure of the Trustee to administer the Trust effectively, the court determines that removal of the Trustee best serves the interests of the beneficiaries; or
- (4) there has been a substantial change of circumstances or removal is requested by all of the qualified beneficiaries, the court finds that removal of the Trustee best serves the interests of all of the beneficiaries and is not inconsistent with a material purpose of the Trust, and a suitable co-Trustee or successor Trustee is available.

Pursuant to S.C. Code Ann. § 62-7-103 (24) "Serious breach of Trust" means either: a single act that causes significant harm or involves flagrant misconduct, or a series of smaller breaches, none of which individually justify removal when considered alone, but which do so when considered together.

Pursuant to S.C. Code Ann. § 62-7-103 (12) "Qualified beneficiary" means a living beneficiary who, on the date the beneficiary's qualification is determined:

- (A) is a distributee or permissible distributee of Trust income or principal;
- (B) would be a distributee or permissible distributee of Trust income or principal if the interests of the distributees described in subparagraph (A) terminated on that date, but the termination of those interests would not cause the Trust to terminate; or
- (C) would be a distributee or permissible distributee of Trust income or principal if the Trust terminated on that date.

Pursuant to S.C. Code Ann. § 62-7-103 (21) and (25) "Distributee" means any person who receives property of a Trust from a Trustee, other than as creditor or purchaser. "Permissible distributee" means any person who or which on the date of qualification as a beneficiary is eligible to receive current distributions of property of a Trust from a Trustee, other than as a creditor or purchaser.

Baskin is the qualified beneficiary and is a distributee.

Pursuant to S.C. Code Ann. § 62-7-103 (7) "Interests of the beneficiaries" means the beneficial interests provided in the terms of the Trust. The Reporters's Comment amplifies as follows: The term "interests of the beneficiaries" means the beneficial interests provided in the terms of the Trust, not as defined by the beneficiaries.

The interest defined by the Trust was the care of Baskin.

Pursuant to S.C. Code Ann. § 62-7-1001,

"(a) A violation by a Trustee of a duty the Trustee owes to a beneficiary is a breach of Trust.

(b) To remedy a breach of Trust that has occurred or may occur, the court may:

- (1) compel the Trustee to perform the Trustee's duties;
- (2) enjoin the Trustee from committing a breach of Trust;
- (3) compel the Trustee to redress a breach of Trust by paying money, restoring property, or other means;
- (4) order a Trustee to account;
- (5) appoint a special fiduciary to take possession of the Trust property and administer the Trust;
- (6) suspend the Trustee;
- (7) remove the Trustee as provided in Section 62-7-706;
- (8) reduce or deny compensation to the Trustee;
- (9) subject to Section 62-7-1012, void an act of the Trustee, impose a lien or a constructive Trust on Trust property, or trace Trust property wrongfully disposed of and recover the property or its proceeds; or
- (10) order any other appropriate relief."

Walkup was required to account with transparency, documentation, and clarity for the benefit of Baskin.

Weatherly was and is appointed by this court as Special Fiduciary or Special Trustee.

Walkup was suspended and restrained by his own agreement as of January 6, 2021 pursuant to the Temporary Settlement Order.

As of January 6, 2021, Walkup had no authority over the Trust or as the Trustee other than management of the money for investment purposes and tax reporting responsibility for the caregivers.

Walkup remains suspended from acting as Trustee with the exception of all necessary action to transfer the responsibilities and documents to Weatherly.

Walkup is immediately removed as Trustee.

Walkup is not allowed to charge Trustee fees for 2021 and 2022 and is immediately required to disgorge and repay any fees he has paid himself as Trustee for this time-period.

Duties of the Trustee

The Trust grants Walkup broad discretion. Applicable to every Trustee is the duty to administer the Trust in good faith and loyalty to the beneficiary or beneficiaries. The duty that Walkup owed is the duty to Baskin.

Pursuant to S.C. Code Ann. § 62-7-810, Walkup was responsible for keeping adequate records of his administration. Walkup was required to keep the Trust property separate from his own.

Pursuant to S.C. Code Ann. § 62-7-813 (b)

Unless the terms of a Trust expressly provide otherwise, a Trustee who accepts a Trusteeship or undertakes the administration of an irrevocable Trust created on or after the effective date of this article, or of a revocable Trust which becomes irrevocable whether by the death of the settlor or by the terms of the Trust on or after the effective date of this article, shall:

(1) within ninety days after the Trustee accepts a Trusteeship or undertakes administration of an irrevocable Trust or a revocable Trust that has become irrevocable whether by the death of the settlor or by the terms of the Trust, notify the qualified beneficiaries, as defined in Section 62-7-103(12), of:

(A) the existence of the Trust;

(B) the identity of the settlor or settlors;

(C) the Trustee's name, address and telephone number;

(D) the right to request in writing a copy of the Trust instrument; and

(E) the right to request in writing a copy of any Trustee's report described in (c)(1) below;

(2) throughout the administration of the Trust, keep the distributees and the permissible distributees, as defined in Section 62-7-103(21) and (25), reasonably informed about the administration of the Trust and of the material facts necessary for them to protect their interests, provided that the attorney-client privilege between the Trustee and the Trustee's attorney is not violated;

(4) notify the distributees and permissible distributees in advance of any change in the method or rate of the Trustee's compensation; and

(c) Unless the terms of a Trust expressly provide otherwise, a Trustee who accepts a Trusteeship or undertakes the administration of an irrevocable Trust created on or after the effective date of this article, or of a revocable Trust which becomes irrevocable on or after the effective date of this article, shall:

(1) have a continuing duty to:

(A) keep the distributees and permissible distributees, or other qualified beneficiaries who request information in writing, reasonably informed as to the administration of the Trust; and

(B) send annually, and upon the termination of the Trust, a written report of the Trust property which may be in any format which provides the distributees and permissible distributees, or other qualified beneficiaries who have requested in writing, with information necessary to protect their interests. The report may include a copy of the fiduciary income tax return, or copies of bank or brokerage statements, or an informal list of assets and if feasible, the market values of those assets, the liabilities, the receipts and the disbursements, including the source and amount of the Trustee's compensation;

The law to inform and account is a basic responsibility owed from the Trustee to the qualified beneficiary/distributee.

Walkup argues that the duty to report to Baskin as a qualified beneficiary and distributee, as required in the sections above, did not apply to him. This court has addressed this argument in its Denial of Walkup's Motion For Summary Judgment, but will reiterate the points it made then now. While S.C. Code Ann. § 62-7-813 was enacted after the creation of the Baskin Trust, and the requirements are not retroactively effective, a review of South Carolina Law at the time of the Trust's creation makes clear the duty of a Trustee to keep the beneficiaries reasonably informed, which includes providing accountings. This duty has carried through all enactments and revisions of the South Carolina Code. *See, e.g.* S.C. Code Ann § 62-7-303 (1987), superseded by S.C. Code Ann. § 62-7-813 (2005) (part of the Article 7, Uniform Trust Code enactment). Additionally, there has been and is a general common law duty to keep the beneficiaries informed. *See* Restatement (Second) of Trusts Section 173 (1959). Further, this court is a court of equity pursuant to S.C. Code Ann. § 62-7-106, and it is clear that a beneficiary cannot protect their interest without a requirement that the Trustee provide accountings and other documentation for review by beneficiaries.

Article 7 of the 1986 Probate Code, titled Trust Administration in Section 62-7-303 (c), titled Duty to inform and account to beneficiaries, places the duty on the Trustee "that upon reasonable request, a beneficiary is

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entitled to a statement of the account of the Trust annually..." This duty continues in the 2005 amendments to the Trust Code in new § 62-7-813 (a) "A Trustee shall keep the qualified beneficiaries of the Trust reasonably informed about the administration of the Trust and of the material facts necessary for them to protect their interests. Unless unreasonable under the circumstances, a Trustee shall promptly respond to a beneficiary's request for information related to the administration of the Trust." (c) A Trustee shall send to the distributees or permissible distributees of Trust income or principal, and to other qualified or nonqualified beneficiaries who request it, at least annually and at the termination of the Trust, a report of Trust property, liabilities, receipts, and disbursements, including the source and amount of the Trustee's compensation, a listing of Trust assets and, if feasible, their respective market values."

Walkup argues a distinction between an Accounting and a Report. While the words may have very specific and different meanings to some, the outcome required is the same. The beneficiary must receive information adequate to understand clearly to be able to protect their interests. Required for reportings to be sufficient are a list of assets in the Trust, their current value, all income to the Trust, all debts and expenses paid from the Trust, outstanding liabilities of the Trust, and what the Trustee is paying himself to serve as Trustee.

Walkup argues that he had no duty to provide a report unless asked. Even if this argument is correct, Walkup has a mandatory duty of obtaining and keeping records, reviewing and organizing at least annually in a way that he could provide at the "push of a button" or the "pull of a file", if asked. Additionally, Walkup wore two (2) hats in his involvement with the Trust. He was the Trustee and the financial investor/money manager of Trust assets. Walkup as Trustee would have been under a duty to demand monthly statements from Walkup as the financial investor to monitor the investments and the investor. Walkup as Trustee would have been under a duty to demand annual accountings from Walkup as the financial investor to evaluate the investments, the income available for Baskin, the projections, and the previous year comparisons. At any given moment, Walkup as Trustee should have been able to pull a certain month and year of statements and reportings to be able to generate the report for Baskin.

Baskin did ask for annual reportings in 2008. Walkup's reporting in 2008 was woefully insufficient. Walkup was on notice from then attorney for Baskin Rita Cullum that Walkup's duty to report was an annual requirement. Walkup chose to ignore that admonition and did not report again until 2018, after another demand. The report in 2018 was not sufficient. He did not report again until ordered by this court to do so in October of 2020. Walkup's financial position puts him a place of power over Baskin who has limited resources to spend on attorneys to gain compliance for reporting.

Conflict of Interest

Pursuant to S.C. Code Ann. § 62-7-802 (c) a sale, encumbrance, or other transaction involving the investment or management of Trust property is presumed to be affected by a conflict between personal and fiduciary interests if it is entered into by the Trustee with:

- (1) the Trustee's spouse;
 - (2) the Trustee's descendants, siblings, parents, or their spouses;
 - (3) an agent or attorney of the Trustee;
 - (4) a corporation or other person or enterprise in which the Trustee has such a substantial interest that it might affect the Trustee's best judgment; and
 - (5) a corporation or other person or enterprise which has such a substantial interest in the Trustee that it might affect the Trustee's best judgment.
- (f) an investment by a Trustee in securities of an investment company or investment Trust to which the Trustee, or its affiliate, provides services in a capacity other than as Trustee is not presumed to be affected

by a conflict between personal and fiduciary interests if the investment otherwise complies with the prudent investor rule of Part 9. The Trustee may be compensated by the investment company or investment Trust for providing those services out of fees charged to the Trust if the Trustee at least annually notifies the persons entitled under Section 62-7-813 to receive a copy of the Trustee's annual report of the rate and method by which the compensation was determined.

Walkup has failed to inform Baskin of the fees Walkup charges the Trust for managing the investment entities. Walkup's duty as Trustee to report his fees for investments in companies he owns or has an interest in is a higher duty than the normal accounting/reporting duty by virtue of his several conflicts of interest. Once Walkup invested Baskin Trust money in Equity95 and Columbia Cash Reserve, entities he owned or owned a portion of, he created a presumption of a conflict of interest. The presumption can be overcome by reporting how the funds are invested and what fee or compensation the Trustee is receiving as the investor. Walkup was required to report this to Baskin, at least annually, without being asked. He failed to comply so conflict and the presumption of conflict must be presumed. A conflict Walkup failed to dispel before this litigation began.

Material Purpose

Eldridge Baskin created the Trust for the sole purpose of caring for Baskin. It is also clear that when the Trust was created Eldridge Baskin trusted Walkup to take this responsibility.

Walkup argues that he had a duty to maintain her care for her life, for her entire life, and therefore, had a duty to be frugal. Walkup has maintained that he, while taking care of her basic needs, grew her Trust from the cash value of \$135,000.00 to over \$500,000.00. Walkup has taken the position that Baskin will live another twelve (12) plus years and that at the current budget that allows Baskin to live in her home, the money will be exhausted in thirty-four (34) months. Walkup argues that is why he was very determined that she should be moved to a nursing home where her care can be provided and the costs would be lower. Baskin does not challenge that Walkup has been a good investor and has made lots of money for the Trust. She is determined to stay in her home for as long as she can and this should be supported for as long as it can.

Walkup's removal as Trustee will not undermine the material purpose of the Trust. In fact, the material purpose of caring for Baskin will be better served by someone who can work with Moseley, Baskin's Agent, and Weatherly, Baskin's Special Trustee and personal attorney, without delay, challenge and controversy.

Prudent Investor Rule

Walkup pleads the Prudent Investor Rule found in S.C. Code Ann. § 62-7-933, also known as the Uniform Prudent Investor Act, asserting that Walkup cannot be liable to Baskin if he acted in reasonable reliance on the Trust. Walkup has been evaluated by this court under the prudent investor rule. When the Trust is silent on an issue, one must rely on the entirety of the Trust code then in existence in determining the alleged breaches. The Trust language give broad authority to Walkup.

The Trust does not eliminate the requirement of adequate and reasonable reportings as asked for. The Trust does not authorize Walkup to invest in his own companies without reporting his fees. The Trust does not address how funds should be invested for Baskin's best use. Walkup cannot hide behind the prudent investor rule and fail to do the normal and ordinary duties required by the remainder of the Trust Code.

Statute of Limitations as to claims regarding propriety of investments

Walkup argues that any claims against him regarding the investment or management of Trust property "entered into by the Trustee for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests" is barred under Section 62-7-802(b)(3) because Baskin did not bring her lawsuit within the time allowed by section 62-7-1005 of the South Carolina Code.

As found in the section above entitled Statute of Limitations, the limited reportings noted above do not meet the standards of Trustee reportings. The records provided were incomplete. The records provided did not allow for a full evaluation of Walkup's investments and fees. The reportings were not timely, were not provided without demand and were not transparent.

Estoppel, Waiver or other Equitable Defenses

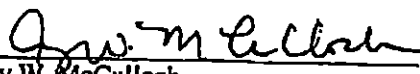
Walkup has plead the general equitable defenses of estoppel and waiver. These defenses do not apply to this case as a matter of fact or law.

Conclusions

1. Walkup is removed as Trustee for his
 - a. serious breach of Trust;
 - b. because he is no longer fit to administer the Trust effectively;
 - c. because he is unwilling to do what is best for the Trust and Trusts' beneficiary;
 - d. because of his persistent failure to administer the Trust effectively;
 - e. removal of Walkup best serves Baskin;
 - f. there has been a substantial change of circumstances in that the relationship between Walkup and Baskin has deteriorated to a toxic level of litigation;
 - g. removal has been requested by Baskin, the only qualified beneficiary, and removal of Walkup best serves the interests of Baskin and is not inconsistent with a material purpose of the Trust; and a suitable Successor Trustee is immediately available as Weatherly has served as Special Trustee since January of 2021 and Baskin is competent and with the assistance of Weatherly and Moseley can find a replacement Successor Trustee.
2. Walkup remains under a duty to account and report for any activity as Trustee before, during, or after these proceedings to comply with all statutory requirements of transparent disclosure and documentation.
3. Walkup has created an apparent conflict of interest in his investments and remains under a duty to explain how the funds are invested and what compensation he or his companies receive.
4. Walkup is required to work expeditiously with Weatherly for a seamless transfer of Trustee authority and documentation.
5. Baskin, Weatherly, and Moseley may allow Walkup to continue as the financial investor or may move the Trust assets as appropriate.
6. All other findings of fact and conclusions of legal decisions not immediately found in this Conclusion, are found above.

IT IS SO ORDERED.

August 23, 2022
Columbia, South Carolina


Amy W. McCulloch
Richland County Probate Judge

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THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

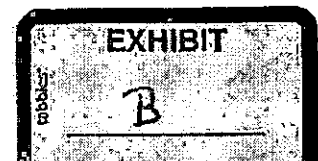
NOTICE OF APPEAL

William B. Walkup hereby appeals the following four orders from the Honorable Amy W. McCulloch:

1. Order Removing Trustee filed August 23, 2022 ("Removal Order"). Appellant received written notice of entry of the Removal Order on August 24, 2022;
2. Order Denying Motion for Recusal filed April 28, 2022 ("Recusal Order"). Appellant received written notice of entry of the Recusal Order on April 28, 2022;
3. Order Granting Petition for Attorneys' Fees and Costs filed August 31, 2022 ("Attorney's Fee Order"). Appellant received written notice of entry of the Attorney's Fee Order on September 1, 2022; and,
4. Order Regarding Motion for Order and Rule to Show Cause or, in the Alternative, Motion to Enforce Settlement and for Sanctions "Order for Sanctions" filed August 31, 2022 ("Order for Sanctions"). Appellant received written notice of entry of the Order for Sanctions on August 31, 2022.

A copy of the Removal Order is attached as Exhibit A. A copy of the Recusal Order is attached as Exhibit B. A copy of the Attorney's Fee Order is attached as Exhibit C. A copy of the Order for Sanctions is attached as Exhibit D.

All parties agree to the direct appeal pursuant to S.C. Code Ann. §62-1-308(l). (See email string between parties' counsel dated September 1, 2022 attached as Exhibit E.)



SOWELL & DuRANT, LLC

By: 
Thornwell F. Sowell III, SC Bar No. 5197
Bess J. DuRant, SC Bar No. 77920
1325 Park Street, Suite 100
Columbia, South Carolina 29201
(803) 722-1100
bsowell@sowelldurant.com
bdurant@sowelldurant.com

Attorneys for Church of the Holy Comforter

Columbia, South Carolina
September 1, 2022

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF RICHLAND)

CASE NO. 2020-GC-40-72

Jane E. Baskin,)

Plaintiff,)

vs.)

CERTIFICATE OF SERVICE

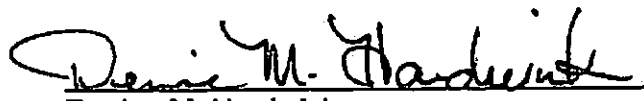
William B. Walkup,)

Defendant.)

I, Denise M. Hardwick, an employee of Callison Tighe & Robinson LLC, Attorneys for the Plaintiff, do hereby certify that I served a copy of **Plaintiff's Motion to Life Automatic Stay Pursuant to Rule 241, SCACR** on counsel of record by causing a copy of same to be emailed to the below email addresses and placed in the United States Mail, first-class postage prepaid, addressed as follows, on September 7, 2022:

Thornwell P. Sowell, Esquire
Bess J. DuRant, Esquire
Sowell & DuRant, LLC
1325 Park Street, Suite 100
Columbia, South Carolina 29201

bdurant@sowelldurant.com
bsowell@sowelldurant.com


Denise M. Hardwick

Columbia, South Carolina

September 7, 2022

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT F

**VERIFIED PETITION FOR REVIEW OF ORDER LIFTING
AUTOMATIC STAY**

GAL Report dated August 4, 2022

EHG Solutions, LLC.
P.O. Box 84295
Columbia, SC 29073
Phone: (803) 262-8434
Fax: (839) 895-7793

August 9, 2022

Guardian Ad Litem Report - Revision

Ward: Jane E. Baskin, Case Number 2020-GC-40-00072
Guardian Ad Litem: Michelle Nunn, EHG Solutions, LLC.

This is an updated report to address current needs of Jane E. Baskin and make recommendations, pursuant to the order from the court dated April 28, 2022.

Interviews conducted:

1. Date 5/27/22: Alex Weatherly (Trustee) via telephone
2. Date 5/31/22 & 6/3/22: Jane E. Baskin at 316 Summerlea Drive, Columbia, SC 29203
3. Date 6/1/22 & 6/6/22: Michele Moseley (POA & Paid Caregiver) via telephone
4. Date 5/31/22 & 6/3/22: Lauren Kelly (Paid Caregiver) at 316 Summerlea Drive, Columbia, SC 29203
5. Date 5/31/22 & 6/6/22: Jessie Spires (Live-in Paid Caregiver) at 316 Summerlea Drive, Columbia, SC 29203 & via telephone
6. Date 6/6/22: SC House Calls (Home Health) via telephone

Facts:

Jane E. Baskin is a seventy-six-year-old Caucasian female who resides at 316 Summerlea Drive, Columbia, SC 29203 with her dog "Lambchop" and caregiver staff. She has been living here since living the Atrium Way location where I initially visited her. She has cerebral palsy with severe dystonia and since my last report dated October 19, 2020, she has declined physically.

The 3-bedroom, 1.5 bathroom, approximately 1,545 square foot brickhouse has been modified to accommodate Ms. Baskin disabilities. There are cameras located externally on the front corner of the house and internally located in Ms. Baskin's living room. There are two handicap doorways that are utilized to get in and out of the house. The front door has a ramp, however; it is not being used by Ms. Baskin. Upon entry of the side door, is the open floor plan that has been modified. The hallways are opened to allow the needed care equipment to come through. The bedroom is an open floor plan leading to the bathroom with a roll-in shower. There is another bed (twin sized) in the same room. Reportedly this is used for overnight caregivers.

According to Ms. Baskin, she has a registered nurse (Jessie Spires), who she shares the residence with Ms. Baskin's her caregivers, Jessie Spires, Lauren Kelly, and Michele Moseley (POA), all are being paid by the trustee at \$15 per hour rate. Please see attachment for caregiver billable hours and non-billable hours. Ms. Baskin requires total care. The caregivers help with regular household tasks, including caring for Lambchop. Ms. Kelly and Ms. Spires submit their timesheets to Ms. Moseley for approved work hours to be paid by trustee.

EHG Solutions, LLC
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Phone: (803) 262-8434
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Ms. Baskin is total care and requires 24 hours per day, 7 days per week care and supervision due to her health status. She can stand, pivot, and transfer with assistance, however; she cannot ambulate. She will always require hands-on assistance with all activities of daily living, including feeding. Ms. Baskin states that she uses the walkie-talkie to communicate with staff if they are in different areas of the house and throughout the night. She is dependent on others for transportation, grocery shopping, and meal preparation. She has a suprapubic catheter for emptying her bladder. Ms. Baskin does not have a urologist that is overseeing her catheter care and bladder issues. Ms. Baskin is no longer being followed by Dr. Henderson and is seeking another primary care physician/internist within Lexington Medical group. Ms. Baskin's utilized SC House Calls to assist with collecting a urine specimen on May 17, 2022. No further provider since May 2022.

Observations and statements:

Ms. Baskin's current living environment accommodates her level of need better than last residence because of handicapped adaptations. She seems to be happy and relaxed in the home that she has lived in her entire life. Her rooms are nicely organized, free of clutter, and clean in the areas used mostly by Ms. Baskin. Ms. Baskin's living space includes her bedroom/bathroom and the next room used as a living room (25%). The remainder of the home is utilized by Ms. Spires (75%). I observed her being happy, but slightly agitated when she did not know the answer to questions. She made it clear that she did not want to leave her home. She is comfortable with the current living arrangements because she feels she can trust all parties involved in her care.

Ms. Moseley stated that she is the only one that has access to the cameras previously mentioned. She stated that if Ms. Baskin's wanted to review the cameras, she can show her the footage from her cellphone. There were not any other cameras throughout the inside of the house. Also, Ms. Moseley stated that there was a baby monitor in the bedroom where Ms. Baskin's sleeps. Ms. Baskin's had no recollection of a baby monitor in her room.

The refrigerator was full of food. Ms. Moseley states, that Ms. Baskin is on a well-proportioned diabetic meal plan that is regulated daily by the caregivers per instructions of Ms. Moseley. Ms. Baskin is being fed portions to prevent weight gain for the benefit of the caregivers. Ms. Moseley goes to the grocery store on a weekly basis to ensure there is an adequate amount of fresh food in the home. Ms. Kelly prepares food for Ms. Baskin daily.

Ms. Kelly was hired privately by Ms. Moseley. During Ms. Kelly's interview, she said that she enjoys working with Ms. Baskin. They do small activities and exercising together daily to keep her muscles working. They develop meal plans together to make sure they are within Ms. Baskin diet. They do go outside at times to smell the fresh air. Ms. Baskin still goes to therapy during the week as a weekly outing with Ms. Kelly. Ms. Moseley attends those appointments with them as well for additional assistance getting her in/out of the car. Ms. Kelly stated that she submits her hours to Ms. Moseley who submits it to the trustee for payment and she is insured by Ms. Baskin's insurance.

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During my interview with Ms. Spires, she stated that she was a registered nurse, and helps Ms. Baskin overnight, and changes her catheter. She went on to say that she has the knowledge and proper training to change Ms. Baskin urinary catheter. Ms. Spires denies payment exist and lives with Ms. Baskin for free in exchange for services. The area that Ms. Spires utilizes 2 bedrooms, 1 bath, living room, kitchen, and screened porch. The rooms are cluttered and untidy because she was still getting her items organized from moving in. She has an eighty-pound rescue dog and cat that live with her. Over 75% of the home is occupied by Ms. Spires which includes the front door that has the handicap accessible ramp. This is not accessible to Ms. Baskin. This writer attempted to verify Ms. Spires license. Being unable to do so, I contacted her to request the correct spelling of her name to verify her license through Department of Labor, Licensing, & Regulations. At this time, she stated that she was not a registered nurse, only a medical assistant. Ms. Spires then stated that she gets paid privately once her hours are submitted to Ms. Moseley. She verified she does not pay rent. Ms. Moseley confirmed the caregivers pay rate and that insurance is paid by Ms. Baskin.

Recommendations:

1. The door that is in Ms. Baskin's room leading to the outside has stairs instead of handicap accessible ramp. This is a safety hazard and makes the door inaccessible. If there was a fire on the front end of the house, the caregiver would not be able to get herself or Ms. Baskin out of the house going down the stairs.
2. Hire licensed and vetted caregivers to provide 24/7 caregiver services in the home.
3. Hire Team Risk Management protects the client and provides workplace insurance and liability coverage. They will also take out taxes every pay period instead of having to file 1099's at the end of the year.
4. Have a licensed healthcare provider following doctors' orders regarding the changing out Ms. Baskin's urinary catheter. According to registered medical assistant scope of practice, Ms. Spires is outside her scope of practice in changing Ms. Baskin's suprapubic catheter.
5. Should Ms. Spires choose to stay within the home, she should submit to a full background check/drug test and pay a fair and reasonable amount for monthly rent.
6. All providers should submit to a background check/drug test along with being insured under their own liability insurance.
7. Urology appointment June 13, 2022, with Dr. Chapman.
8. Ms. Baskin allow overnight caregiver to use the room closest to her suite and Ms. Baskin reclaims use of her home now utilized by Ms. Spires. Ms. Spires could retain a bedroom at that end of the home away from Ms. Baskin to preserve her time off.

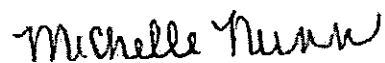
Ms. Baskin is a capable woman with a strong desire to improve her quality of life. She is an independent thinker, but recognizes the need for, and value of, committed and trained professionals who communicate openly and honestly, with a true sense of partnership.

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In summary, Ms. Baskin would greatly benefit from someone to provide supervision of her care support systems that is not in a caregiver role. The current healthcare power of attorney lacks experience in dealing with a complex situation such as this. Hiring a certified geriatric care manager would prevent changing the existing healthcare power of attorney and provide the needed supervision.

These recommendations are based on information obtained by in-person and phone interviews. EHG Solutions, LLC. can be relied upon to be responsive to any questions or concerns the Court may have.

Submitted, with Respect,

A handwritten signature in black ink that reads "Michelle Nunn". The signature is written in a cursive, flowing style.

Michelle Nunn - Guardian Ad Litem
EHG Solutions, LLC.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT G

**VERIFIED PETITION FOR REVIEW OF ORDER LIFTING
AUTOMATIC STAY**

*Estimate from Millennium Home & Yard Improvements, dated June 14,
2022, sent to the Court and Walkup's counsel on Aug. 4, 2022*

MILLENNIUM HOME & YARD



IMPROVEMENTS

WE OFFER HANDYMAN SERVICES

JAMES MELTON 803-446-7950

BILL TO

Alex Weatherly
316 Summerlee Dr
Columbia, SC 29203
803-404-8975

Estimate

DATE	ESTIMATE #
6/14/2022	1263

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Deck	Demo old deck	1		850.00
Deck	Install a new 12 x 10 deck for a screen porch 12 x 10 and install a handicap ramp will have 3 4x5 platforms. the ramp will come off new deck 7 ft to a 4x5 pad and then go down to another 4x5 pad that will turn to the left and from that pad it will go down 7 ft to another pad 4x5 and then turn left where that ramp will go down to the yard	1		8,700.00
50 % deposit required to schedule job		Subtotal		9,360.00
		0% Tax		
		Total		9,350.00

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT H

**VERIFIED PETITION FOR REVIEW OF ORDER LIFTING
AUTOMATIC STAY**

Order for Sanctions, dated Aug. 31, 2022

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF RICHLAND)

Case Number: 2020-GC-40-00072

Jane E. Baskin,)

Plaintiff,)

vs.)

William B. Walkup,)

Defendant.)

ORDER REGARDING MOTION FOR
ORDER AND RULE TO SHOW CAUSE
OR, IN THE ALTERNATIVE, MOTION TO
ENFORCE SETTLEMENT AND
FOR SANCTIONS
"ORDER FOR SANCTIONS"

2022 AUG 23 15:01

FILED

This matter came before the court for a hearing on August 22, 2022 on the Plaintiff's Motion for Order and Rule to Show Cause or, in the Alternative, Motion to Enforce Settlement and for Sanctions (hereinafter "Motion for Sanctions") seeking to hold Defendant, William B. Walkup, Trustee, in willful contempt of this Court's prior Orders or, alternatively, to enforce the Temporary Settlement Agreement entered into by the parties on January 6, 2021, and awarding sanctions against the Defendant, for (1) violating the stay of this litigation, and (2) wrongfully holding himself out as the "Trustee of the Eldridge Baskin Testamentary Trust" empowered to bring suit in the Court of Common Pleas against the Special Trustee appointed by this Court and against the Plaintiff's attorney-in-fact. This Court issued an Order on August 23, 2022 Removing Defendant William B. Walkup as Trustee of the Trust for Jane E. Baskin; therefore, ending the Temporary Settlement Agreement and eliminating the request to enforce the temporary settlement agreement no longer necessary. However, the actions of the Defendant while operating under the Temporary Settlement Agreement will be addressed in this Order.

The Defendant filed a Memorandum in Opposition to the Plaintiff's Motion for Order and Rule to Show Cause. Defendant first asserts that this court has no jurisdiction over the complaint Defendant as Trustee filed in the Lexington County Court of Common Pleas, and has no jurisdiction over Weatherly and Moseley, as litigants in that case. Defendant asserts that the Motion is "masquerading" as a "Baskin Motion" but is, in fact, a Motion seeking relief for Weatherly and Moseley, over which this court

178a

has no jurisdiction. The Defendant misconstrues and mischaracterizes the Plaintiff's Motion and this Court's jurisdiction. The Plaintiff seeks sanctions against the Defendant for violating this Court's stay set forth in the parties' Temporary Settlement Agreement, dated January 6, 2021, subsequently adopted and made an order of this court, over which this court has jurisdiction. The Plaintiff also asserts that the Defendant had no authority to bring the Lexington County case "in his capacity as trustee of the Eldridge Baskin Testamentary Trust," which is the center of the controversy in the Richland County Probate Court. This court has jurisdiction over the Defendant's actions in his capacity as Trustee. This court, therefore, finds the Defendant's assertion that the court lacks jurisdiction over the matters presented in Plaintiff's Motion for Sanctions is without merit.

The Defendant next asserts that the language of the parties' Temporary Settlement Agreement states, "the litigation *in this matter* is stayed," and therefore this court's stay does not preclude the litigation in Lexington County. Defendant asserts that the Temporary Settlement Agreement, subsequently affirmed by orders of the court, did not apply to litigation in Lexington County; Defendant is still the trustee of the Eldridge Baskin Trust and "the agreement does not provide otherwise"; Defendant believes that "Weatherly and Moseley have breached their duties to Baskin" in their capacities as special trustee and lawyer (as to Weatherly) and attorney in fact (as to Moseley) entitling him to see redress in the Circuit Court action; and Defendant is seeking monetary damages from Moseley and Weatherly "for the wrongful conduct in which they have engaged," again predominately relating to the administration the Trust.

A hearing on Plaintiff's Motion was held on August 22, 2022, at which the Plaintiff was represented by her counsel of record and the Defendant was present with his counsel of record. Based upon the Motion, the record before the court, and the arguments of counsel, the Court finds as follows:

1. In this case, the parties, including Defendant Walkup, entered into a Temporary Settlement Agreement on June 6, 2021. That Agreement provides, among other things, the following:

1. **The litigation in this matter is stayed and all issues not decided are held in abeyance with full reservation**

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of rights in regards to litigation, including the issue of attorney's fees.

2. **William Walkup will remain as Trustee solely to continue to manage the money for investment purposes and he will continue to retain tax reporting responsibility for the caregivers.**

The Agreement bears Mr. Walkup's signature.

2. This Court issued its "Order Regarding Emergency Hearing," dated October 29, 2021. That Order affirmed the Temporary Settlement Agreement. In it, this Court held:

SC. Code Ann. § 62-7-111 provides that interested persons may enter into binding nonjudicial settlement agreements with respect to directing a trustee to perform or refrain from performing an administrative act, or to grant to a trustee a necessary or desirable administrative power. S.C. Code Ann. § 62-7-111(b)(2). ***The parties participated in reaching the Temporary Settlement Agreement with the aid of this Court, which approved the Agreement, filed it, and made it a part of the record in this case. See S.C. Code Ann. § 62-7-111(c). The Temporary Settlement Agreement is precisely the kind of nonjudicial settlement agreement contemplated by § 62-7-111, and, as such, is enforceable by this Court.***

Order Regarding Emergency Hearing, p.2.

3. Arising out of the Emergency Hearing and the Court's Order came the Respondent Walkup's subsequent Motion that the undersigned recuse herself from hearing any further proceedings in this matter. The Court denied the Motion for Recusal and specifically held:

B. The Temporary Settlement Agreement filed on January 6, 2021 and amended on October 29, 2021, shall remain in place until final judgment.

Order Denying Motion For Recusal, dated April 28, 2022 p.10.

4. On June 20, 2022, Respondent Walkup filed a civil action in the Court of Common Pleas, Lexington County, styled "*William B. Walkup, Individually and As Trustee of the Eldridge Baskin Testamentary Trust v. W. Alex Weatherly, Jr. and Michele Moseley*," Civil Action No. 2022-CP-32-02073.

5. While Defendant asserts in the Lexington County case that he is the "duly appointed trustee of the Eldridge Baskin Testamentary Trust", in fact, his powers and authority were very limited by the Temporary Settlement Agreement to which he is a party. Mr. Weatherly is the duly appointed Special Trustee of the Trust, and Walkup was to "remain as Trustee solely to continue to manage the money for investment purposes" Temporary Settlement Agreement, ¶12

6. Defendant also alleges nearly identical facts arising out of the same operative facts, transactions and occurrences which are at issue in the case before this Court, complaining that Weatherly (this Court's Special Trustee) and Moseley (Ms. Baskin's attorney-in-fact), have impeded the proper administration of the Trust.

7. "Civil contempt occurs when a party willfully disobeys a clear and definite court order. To support a contempt finding, language of the court order must be clear and certain rather than implied. In the context of civil contempt, an act is willful if it is done voluntarily and intentionally with the specific intent to do something the law forbids, or with the specific intent to fail to do something the law requires to be done; that is to say, with bad purpose either to disobey or disregard the law. Contempt must be proven by clear and convincing evidence, and the record must demonstrate the specific contemptuous act. The Court of Appeals of South Carolina reviews contempt orders for abuse of discretion, meaning we may only disturb them if they are based on incorrect law or inadequate evidence." *Capione v. Best*, 435 S.C. 451, 868 S.E.2d 378 (Ct. App. 2021)

8. It has been held that, while a consent order was the product of an agreement of the parties, it carries the authority of the court. See, *Johnson v. Johnson*, 310 S.C. 44, 46, 425 S.E.2d 46, 48 (Ct. App. 1992) ("[A] consent order is an agreement of the parties, under the sanction of the court, and is to be interpreted as an agreement." (emphasis added) (citing *Jones & Parker v. Webb*, 8 S.C. 202, 206 (1876))); *Ex parte Cannon*, 385 S.C. 643, 660, 685 S.E.2d 814, 824 (Ct. App. 2009) ("All courts have the inherent power to punish for contempt, which 'is essential to the preservation of order in judicial proceedings, and to the enforcement of the judgments, orders and writs of the courts, and consequently to the due administration

of justice.” (quoting *Miller v. Miller*, 375 S.C. 443, 453, 652 S.E.2d 754, 759 (Ct. App. 2007)).

9. The Temporary Settlement Agreement, a non-judicial settlement agreement made pursuant to S.C. Code Ann. § 62-7-111 enforceable by this Court, is in effect a Consent Order carrying the authority of the Court, including the inherent power to punish any violation for contempt. This Court has in two subsequent Orders held that the Temporary Settlement Agreement was still in effect and enforceable by this Court. The terms of the Agreement could not be more plain and this Court's authority and intent to enforce it could not be more clear.

10. In his Complaint filed in the Court of Common Pleas, Defendant avers that he is the “duly appointed trustee of Eldridge Baskin Testamentary Trust” (Complaint, ¶4). This averment is misleading, at best. As pointed out above, Defendant did not have the authority to bring the suit in Lexington County in his capacity “as Trustee.”

11. The Defendant Trustee (Walkup) previously alleged that the Special Trustee (Weatherly), had “breached the Temporary Settlement Agreement” and failed to properly document and account for funds entrusted to him as Special Trustee. This Court specifically held that, “[a]fter hearing from the Special Trustee, the Court found that he has handled the funds entrusted to him reasonably and in accordance with the Agreement.” Order Regarding Emergency Hearing, at p.2. The allegations made in Walkup's lawsuit are in direct contravention of this Court's prior findings of fact.

12. In the Lexington County action, Walkup asserts that he was harmed because Ms. Baskin brought her petition before this Probate Court to assert her rights as a beneficiary of the Trust, an assertion that is clearly not actionable.

Specifically:

- (a) Walkup alleges “the campaign and conspiracy by Weatherly and Moseley gravitated into an action in Probate Court commenced on July 20, 2020 to remove Plaintiff as Trustee and to injure him financially.” Walkup goes on to say that he “**was first injured by Defendants in July 2020 . . .**” Complaint ¶10. Walkup alleges he was injured by Ms. Baskin filing her Petition in this case. In addition to not being actionable, that is clearly a matter of determination for this Court.

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- (b) Walkup alleges that Mr. Weatherly and Ms. Moseley "commenced a scheme in concert among themselves and with others *to disturb the effective administration of the Trust* and to injure the Plaintiff. Their actions were to benefit themselves financially and otherwise." Complaint, ¶7. Any matter involving "the effective administration of the Trust" by definition falls within the exclusive jurisdiction of this Court and are matters currently being litigated in this case. See, S.C. Code § 62-7-201 ("...the probate court has exclusive jurisdiction of proceedings initiated by interested parties concerning the internal affairs of trusts.")
- (c) Walkup alleges that Mr. Weatherly "made" Moseley the Power of Attorney for Jane Baskin and that ~~he~~ "amended the Jane Baskin Will" to leave Ms. Baskin's house to Ms. Moseley. Complaint ¶8. According to Mr. Walkup, Mr. Weatherly and Ms. Moseley "began a campaign of undue influence to take advantage of Jane Baskin, who is a vulnerable adult . . ." Complaint ¶9. These same allegations of undue influence were made before this Court and in its Order dated August 23, 2022, this Court ruled that Defendant Walkup "has not presented any evidence of undue influence by Moseley or anyone else associated with Baskin's legal team, support system, caregivers."
- (d) Walkup further alleges that "Moseley has manipulated funds from the Eldridge Baskin Testamentary Trust for her own benefit and with the aid of Weatherly. She used Trust money to buy her own food and to buy cleaning supplies for Moseley's Cleaning Company," and that she has "falsified timesheets to carry out the scheme to make money and benefit herself." These allegations, of course, implicate the administration of the Trust by Mr. Weatherly, acting as Special Trustee, and are matters within this Court's jurisdiction. Indeed, these are allegations already made and ruled upon by this Court.

Based upon the foregoing, I find that Defendant Walkup is in willful contempt of this Court's prior Orders and/or violation of the Temporary Settlement Agreement in the following ways:

- (a) By willfully initiating suit in Lexington County, alleging facts out of the same transaction and occurrences, in violation of the stay agreed to and affirmed by Orders of this Court, in an attempt to avoid the jurisdiction of this Court over the matters which are squarely before it — that is, the proper administration of the Trust and Mr. Walkup's status as the Trustee.
- (b) By willfully asserting powers and authority he did not have and deliberately misleading the Court of Common Pleas by stating he is

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the "Trustee of the Eldridge Baskin Testamentary Trust" when, in fact, the Temporary Settlement Agreement confirmed by this Court provided:

William Walkup will remain as Trustee solely to continue to manage the money for investment purposes and he will continue to retain tax reporting responsibility for the caregivers.

- (c) By willfully bringing the lawsuit in the Lexington County Court of Common Pleas, without authority to do so, in an attempt to chill and impede the Special Trustee's duties to the Petitioner, Ms. Baskin and to this Court.
- (d) By willfully making allegations to the Circuit Court, all of which are matters currently before this Court, in an effort to chill and impede Ms. Moseley's duties and responsibilities as attorney-in-fact for Ms. Baskin.

Mr. Walkup is in contempt of this Court's prior Orders and of this Court's jurisdiction, and is in breach of the Temporary Settlement Agreement. He violated the stay provided for in the Agreement by commencing the action in Lexington County based upon the same facts, transactions, and occurrences currently pending before this Court. And he did so without any authority, in contravention of the Agreement. He seeks to avoid his obligations under the Agreement that bears his signature. He seeks to circumvent this Court's jurisdiction and authority. He seeks to obstruct and pervert the administration of justice.

Whether a willful violation of this Court's Orders, rendering him in civil contempt of court, or a breach of the parties' Temporary Settlement Agreement, the result is the same: Mr. Walkup must be called to account and should be sanctioned.

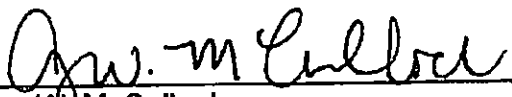
This Court has previously issued its Order Removing Trustee, dated August 23, 2022. However, as sanction for his willful disobedience of this Court's Orders and for his breach of the parties' Temporary Settlement Agreement, Defendant should be required to pay the Plaintiff's attorneys' fees and costs for having to bring her Motion for Sanctions, and for briefing and arguing the Motion before the court.

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Plaintiff's counsel has submitted an Affidavit for Attorneys' Fees reflecting fees of \$3,500.00 incurred with regard to Plaintiff's Motion for Sanctions. I find that amount is reasonable and should be awarded.

NOW, THEREFORE, for the reasons set forth above, the Defendant is hereby ordered to pay the Plaintiff's attorneys fees in the amount of \$3,500.00 for the costs she has incurred in bringing this Motion, to be paid to Plaintiff's counsel's law firm, Callison Tighe & Robinson LLC, within Thirty (30) days from the date of the entry of this Order.

AND IT IS SO ORDERED.


Amy W. McCulloch
Richland County Probate Judge

Columbia, South Carolina
August 31, 2022

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT I

**VERIFIED PETITION FOR REVIEW OF ORDER LIFTING
AUTOMATIC STAY**

Recusal Order (without voluminous exhibits), dated Apr. 28, 2022

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE PROBATE COURT
CASE NO. 2020-GC-40-00072

JANE E. BASKIN,)
Petitioner,)
vs.)
WILLIAM B. WALKUP,)
Respondent.)

ORDER DENYING MOTION FOR RECUSAL

FILED
2022 AUG 23 P 3:47
CLERK OF COURT
SOUTH CAROLINA

THIS MATTER COMES BEFORE THE COURT upon a Motion for Recusal filed on November 19, 2021, by attorney Thornwell F. Sowell, III, on behalf of Respondent, William B. Walkup. Respondent requests that this Court recuse itself from any further proceedings, citing two instances where Respondent felt that this Court had prejudged the case and has not and will not receive a fair and impartial determination of the merits of this case. The first instance is on July 27, 2021, when the Court requested a proposed order from the Petitioner for temporary attorneys' fees and costs. The second instance is regarding a conversation in chambers on October 12, 2021, with the attorneys of records, when attorneys Sowell and Durant for Respondent remember that this Court stated that attorneys' fees and costs would be awarded to the Petitioner. Respondent cites violations of Cannons 2(A) and 3(E)(1)(a), Rule 501, SCACR.

A hearing on the matter was held on February 17, 2022. Present at the hearing were Petitioner, Jane E. Baskin, and her attorney Richard C. Detwiler; attorneys for Respondent, Thornwell F. Sowell, III, and Bess DuRant; and Agent under Power of Attorney for Jane E. Baskin, Michelle Mosely. Subsequent to the hearing, attorneys Sowell and DuRant submitted Affidavits to the Court in support of the Motion for Recusal, and attorney Detwiler and Special Trustee and attorney Alex Weatherly, Jr. submitted Affidavits in reply.

This matter began as a Complaint filed by the Petitioner on July 20, 2020, requesting that Respondent be removed as Trustee of the Trust established by Eldridge Baskin for the Petitioner's benefit, as well as for an accounting of all Trust property, income, debts, and expenses. Eldridge Baskin, who died on September 21, 1990, is the father of Jane Baskin, a single woman aged 76 with a serious and permanent physical disability since her childhood. The

Trust was established by the Will of Eldridge Baskin and named Respondent, a second cousin of Jane Baskin and professional financial advisor and investor, as her Trustee. Respondent has served as her Trustee since 1990. Respondent is now 81 years old.

The trial on the Complaint was held on January 4 - 6, 2021. After the Petitioner rested her case and after Respondent's direct and cross examination testimony, the parties entered into a Temporary Settlement Agreement ("Agreement") on January 6, 2021. The parties agreed, amongst other things, on set a budget for Petitioner, to appoint attorney Weatherly as Special Trustee, and to allow Respondent to continue as the financial investor for the Trust funds. The Agreement stated that, "[t]he litigation in this matter is stayed and all issues not decided are held in abeyance with full reservation of rights in regards to litigation, including the issue of attorneys' fees."

Respondent's counsel was clear on the record that they wished to reserve the right to present further evidence in the matter at a later date in a continuation of the trial through the testimony of the following witnesses: Julian W. Walker, Jr., Sinclair Lewis, Albert L. Moses, Clarence E. Kanipe, Jr., Captain Louis Edward Spradlin, Anne Webster, and Katherine Parr. Respondent's counsel further wished to offer the deposition of Dr. Frampton Henderson and potentially introduce the report from the Guardian ad Litem.

It is important to note that before the trial began, this Court was in possession of and had clearly read the Affidavits of the above listed potential witnesses, as they were filed with the Court on December 18, 2020 as a part of Respondent's Motion for Summary Judgment, attached to this Order as **Exhibit A**. Before the trial began, this Court was in possession of and had clearly read the report of the Guardian ad Litem as the Court appointed this person and the report was filed on November 30, 2020, attached to this Order as **Exhibit B**. Before the trial began, this Court was in possession of and had reviewed the medical records from Dr. Frampton Henderson as they were presented to the Court for in camera review on November 17, 2020 and were agreed upon as Item 39 of the Joint Trial Exhibits in the January 2021 trial, attached to this Order as **Exhibit C**. It is also important to note that on several occasions since the Temporary Settlement Agreement, the attorneys have stipulated that the conclusion of Respondent's case could be submitted based on the Affidavits already a part of the file.

The hope and intention was that the Temporary Settlement Agreement, attached to this Order as **Exhibit D**, would resolve all matters of contention between the parties and allow for a

resolution without further litigation. In this Agreement, the parties were required to report the progress of the Agreement to the Court by July 16, 2021. Mr. Weatherly provided updates on the Petitioner and regular Accountings to the Court. Neither Respondent nor his counsel filed or communicated any disagreements or concerns about the Agreement by the progress report deadline nor did they request the trial to be re-scheduled.

On February 12, 2021, Petitioner filed a Petition for Temporary Attorneys' Fees and Costs with the Court asking for approval of a temporary payment of fees and costs for Petitioner from the Trust. This Petition was hand delivered to Respondent's attorneys on the same date. Respondent's attorneys did not file a response or opposition to the Petition for Temporary Attorneys' Fees and Costs. Mr. Detwiler emailed the Judicial Law Clerk and Clerk of Court on March 8 and March 11, 2021, inquiring about the status of the Petition and each time copied Bess Durant. The Court is not aware if she responded to those emails but the file does not contain any response.

On July 27, 2021, approximately five months after the filing of the Petition, believing that the Petition was uncontested and that the Temporary Agreement was working well, having heard nothing to the contrary, the Clerk of Court for the Richland County Probate Court in an administrative act, sent an email that included all attorneys involved that asked Petitioner's counsel to prepare a proposed Order, attached to this Order as Exhibit E. Respondent's attorneys immediately opposed the request and promptly filed a memo opposing any attorneys' fees and costs. This Court has yet to award any attorneys' fees and costs for Petitioner in this matter.

On July 27, 2021, Petitioner's counsel filed a Notice of Motion and Motion to Amend Temporary Settlement Agreement, seeking to increase Petitioner's monthly budget due to Petitioner's need for additional care.

On August 5, 2021, Respondent's counsel filed a Memorandum in Opposition to the Petition for Attorneys' Fees and Costs, questioning the Accounting and requesting a status conference.

A Zoom status conference was then scheduled in the matter for October 12, 2021. Participating in the Zoom status conference were attorneys Detwiler and Weatherly for the Petitioner and attorneys Sowell and Durant for Respondent. At this status conference, attorney Sowell stated that Respondent and Respondent's counsel denied that the Agreement was still in

effect and indicated that no further payments would be made to the Special Trustee, prompting this Court to hold an in person emergency hearing in the matter on the same day.

Present at the emergency hearing on October 12, 2021 were Respondent and his counsel, attorneys Sowell and Durant; attorney Detwiler, as counsel for the Petitioner; and attorney Weatherly, as counsel for the Petitioner and Special Trustee. A copy of the Transcript from this hearing is attached as Exhibit F.

During the course of this hearing, Respondent and his counsel were focused on the position that the Agreement was no longer in affect and the Respondent's need to reconvene the trial in the matter in order to show further evidence in support of Respondent's position, primarily focused on his reputation and character, as evidenced by attorney Durant's statement:

Ms. Durant: [Mr. Walkup] wants to tell you his side of the story as soon as possible. He feels his name's been dragged through the mud, he wants to make you sure that he is not the person that he is alleged to be.

Later in the hearing, Respondent stated the following:

Mr. Walkup: My next concern is my own well-being. This has been the most difficult situation that I've ever gone through in my life. I wake up every middle of the night, every night, lose sleep. This person has a physical disability and I've card for her and I still care for her and love her, but the reality is she has no conscious about telling false information under oath.

In an effort to clarify Petitioner's position, Mr. Detwiler stated:

Mr. Detwiler: Your Honor, I think I have already made an offer to stipulate that these witnesses are going to testify that Bill Walkup is a fine upstanding person and that he manages money very well, and I don't think anyone is going to dispute that.

Approximately half way through the emergency hearing, Respondent asked the Court directly about attorneys' fees and costs. Respondent's attorneys did not object or interject in the exchange. The following is a portion of the transcribed hearing:

Mr. Walkup: May I ask this question, please?

The Court: Certainly.

Mr. Walkup: Did I understand that there was a request for the fees to be paid by me by these attorneys in July?

Mr. Detwiler: Yes. Absolutely. And I also made a corresponding request that, if not, they be paid by the Trust.

The Court: You and they, with Jane's obvious involvement, can agree to anything different. At the end of the day, at the end of your trial in December, I've got lots of decisions to make. You're giving them all to me to make, unless you agree to something else yourselves, which is the foundation of this agreement. Try this out for a while and see if it can work. I thought it was, wonderfully. So I'm shocked it was over in your mind and you're ready to go back to litigation mode. Nothing great comes of litigation, but you'll get an answer. You remain in control of your own situation, until you give it all to me. But you are in no way going to blow up this temporary agreement based on some aggrieved feelings. And I will put that in an Order as my ruling on your request for the fate of the Temporary Agreement.

Mr. Sowell: I understand, but I reiterate that I think it's already over and I don't really think you have the jurisdiction to do that, but...

The Court: Ok.

Mr. Sowell: Respectfully...

The Court: No, let's go to the Code.

Mr. Sowell: I will...

The Court: No, let's go to the Code.

Mr. Sowell: ...receive your Order.

The Court: Let's go to the Code. 62-7-111. You gave me... You invoked my jurisdiction when this lawsuit was filed and you answered and we had a half of a hearing. You entered into what I can be described as a non-judicial settlement agreement.

Mr. Sowell: I agree with that.

The Court: Ok. In the Reporter's Comments: "While the SCTC..." South Carolina Trust Code...

Mr. Sowell: Temporary settlement agreement. I don't think we entered into a non-judicial settlement agreement. I think we entered into a temporary settlement agreement.

The Court: Mr. Sowell, I don't know what we are doing. I thought we were absolutely, before you interjected your need to argue the temporariness and termination of the settlement agreement, in a very good place, with your client agreeing that he had no problem with the settlement agreement. So, I don't know what we're doing.

Mr. Sowell: I can't help that. I know what I'm doing.

The Court: That sounds insulting.

Mr. Sowell: Well, I can't...

The Court: So, I'm not sure how to receive that either.

Mr. Sowell: I'm just saying that I have to make these arguments, because I believe they are correct. I respect the Court and I will respect the Court's rulings.

The Court: Then give me the Code section that supports your argument and position contrary to what I am trying to accomplish today.

Mr. Sowell: Well, it was not a Court ordered settlement.

The Court: I didn't say it was.

Mr. Sowell: And I understand what you say...

The Court: Why don't you read the Code section with me before we argue further.

Mr. Sowell: I mean, I don't have it so I can't read it. You can read. I can guess... I don't have it.

The Court: Do you not have digital access to the...?

Mr. Sowell: Well, maybe. (To Ms. Durant) Do we? Do we have it? (To the Court) Ok, I'll read it.

The Court: Why don't we take a moment and I'll show it to you in chambers.

Mr. Sowell: Ok.

The parties then met in chambers to allow Mr. Sowell to read the code section about jurisdiction and the Temporary Agreement. A conversation was held in chambers between the Court and all attorneys, where this Court addressed all attorneys about the need to attempt settlement negotiations and the issue of attorneys' fees and costs, expressing this Court's concern that Respondent did not understand that a potential outcome was that he personally could be responsible for the attorneys' fees and costs of Petitioner. Respondent's attorneys were told that if the trial proceeds and Respondent is not successful, this Court will award attorneys' fees and costs for the Petitioner and Respondent may be required to pay all or a portion personally. The issue of the award of attorneys' fees and costs to the Petitioner and whether or not the Trust pays or Respondent pays personally is still an issue to be decided. The emphasis to Mr. Sowell and Ms. Durant in chambers was to require that they make sure that their client understands the potential going forward, as Respondent seemed confused in the courtroom. Any misunderstanding of this statement or its meaning or context can be placed directly on the very contentious nature of the Emergency Hearing.

The attorneys returned to the courtroom and the hearing continued, during which Respondent agreed to the need for Petitioner to have more caregiver time and the need to increase the budget for caregivers and supplies for Petitioner.

On October 29, 2021, this Court issued an Order Regarding Emergency Hearing where the Agreement was amended and the conclusion of the trial on the merits of the matter was scheduled for December 21 and 22, 2021.

Pursuant to Respondent's Motion for Recusal, this Court issued an Order to Stay Proceedings on December 16, 2021, stating that all proceedings and pending motions in this matter were stayed, the conclusion of the trial was continued, and the Temporary Settlement Agreement filed on January 6, 2021, and amended on October 29, 2021, was to stay in place until the Motion for Recusal was resolved.

LAW REGARDING RECUSAL/DISQUALIFICATION

1. "A judge shall respect and comply with the law and shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary." Canon 2(A), CJC, Rule 501, SCACR.
2. "A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instance where the judge has a personal bias or prejudice concerning a party or a party's lawyer, or a personal knowledge of disputed evidentiary facts concerning the proceeding." Canon 3(E)(1)(a), CJC, Rule 501, SCACR.
3. "A judge *shall* hear and decide matters assigned to the judge except those in which disqualification is required." Canon 3(B)(1), CJC, Rule 501, SCACR (emphasis added).
4. "A judge should disqualify himself in a proceeding in which his impartiality might reasonably be questioned, including but not limited to, instances where he has a personal bias or prejudice against a party." *Murphy v. Murphy*, 319 S.C. 324, 461 S.E.2d 39 (1995).
5. "Such bias must stem from an extrajudicial source and result in decisions based on information other than what the judge learned from his participation in the case. It is not enough for a party seeking disqualification to simply allege bias. The party must show some evidence of bias or prejudice." *Roper v. Dynamique Concepts, Inc.*, 316 S.C. 131, 447 S.E.2d 218 (Cl.App.1994)
6. "A judge must exercise sound judicial discretion in determining whether [her] impartiality might reasonably be questioned." *State v. Cheatham*, 349 S.C. 101, 111, 561 S.E.2d 618, 624

(2002).

7. "If there is no evidence of judicial prejudice, a judge's failure to disqualify himself will not be reversed on appeal." *Ellis v. Procter & Gamble Dist. Co.*, 315 S.C. 283, 433 S.E.2d 856 (1993).
8. "In the final analysis, while appellate courts will accord "great weight to the trial judge's assurances of his own impartiality, [they will] find a judge's impartiality might reasonably be questioned when his factual findings are not supported by the record." *Id.* at 285, 433 S.E.2d at 857.
9. In *Shaw v. State*, 276 S.C. 190, 277 S.E.2d 140 (1981) our Supreme Court addressed the authority of a trial judge to resolve a motion for disqualification where he is the subject. The court held:

Our Court has apparently not specifically considered the authority of a judge to resolve a motion for disqualification of which he is the subject. After much consideration of the authorities, we conclude that as a general rule the judge, in determining whether to proceed, must accept as true the factual allegations of a motion to disqualify. However, this does not prevent the judge from exercising his right to consider the legal sufficiency of those facts. (Citations omitted). Additionally, the fair meaning of any remark must be interpreted in the light of the context in which it is uttered in determining whether the remarks show personal bias or prejudice on the part of the judge sufficient to require that he be disqualified. (Citation omitted).

10. "While our Supreme Court has not extensively treated the question of the legal sufficiency of facts necessary to warrant the disqualification of a judge, the federal courts have done so. In the federal arena, the courts have held, as has our Supreme Court, that the alleged bias must be personal as distinguished from judicial." *Davis v. Board of Sch. Comm'rs*, 517 F.2d 1044 (5th Cir.1975); *Roper*, 447 S.E.2d 218.
11. "Likewise, the bias must stem from extrajudicial sources and result in a decision on the merits based on considerations other than what the judge learned from his participation in the case. *Id.* A motion to recuse may not be predicated on the judge's rulings in the case before him or on rulings in a related case, nor on his demonstrated tendency to rule in any particular manner, or on a particular judicial leaning or attitude derived from his experience on the bench." *United States v. Grinnell Corp.*, 384 U.S. 563, 86 S.Ct. 1698, 16 L.Ed.2d 778 (1966); *Berger v. United States*, 255 U.S. 22, 31, 41 S.Ct. 230, 232, 65 L.Ed. 481 (1921).

12. "It is axiomatic that the expectation of a fair and impartial tribunal is a basic tenet of all cherished notions of due process embodied in the United States Constitution." *In re Murchison*, 349 U.S. 133, 75 S.Ct. 623, 99 L.Ed. 942 (1955).
13. "Timeliness is essential to any recusal motion. To be timely, a recusal motion must be made at counsel's first opportunity after discovery of the disqualifying facts." *Davis v. Parkview Apartments*, 409 S.C. 266, 289, 762 S.E.2d 535, 547 (2014) (citing *Duplan Corp v. Milliken, Inc.*, 400 F.Supp. 497, 510 (D.S.C.1975)).

ANALYSIS OF FACTS AND LAW

1. Respondent's basis for recusal, under Canon 2(A) and Canon 3(E)(1)(a), CJC, Rule 501, SCACR, rests on the alleged impropriety of the Court pre-judging the matter to award attorneys' fees and costs before Respondent has had a chance to provide final evidence and rest his case. As stated above, the instances cited by Respondent are the email from the Clerk of Court on July 27, 2021, to Petitioner's counsel to prepare a proposed order granting their Petition for attorneys' fees and costs and a statement made by the Court in chambers to the attorneys during the October 12, 2021, Emergency Hearing, regarding Respondent paying attorneys' fees and costs should the trial continue and the Court rule against him.
2. The email from the Clerk of Court requesting a proposed order was an administrative act and given the surrounding facts at that time, as laid out above, is a normal administrative act. Moving issues along in what appeared to be an uncontested matter is not a sign of bias or prejudice or a prejudging by this Court. No order has been issued.
3. The issue of attorneys' fees and costs is a matter that this Court has jurisdiction to decide. S.C. Code Ann. § 62-7-1004, 1976, as amended, states that "the court, as justice and equity may require, may award costs and expenses, including reasonable attorneys' fees and costs, to any party, to be paid by another party or from the trust that is the subject of the controversy."
4. Additionally, the parties have both plead for an award of attorneys' fees and costs.
5. For this Court to remind any party that attorneys' fees and costs are still an available remedy, should equity or justice so require, is not a matter of bias or prejudice, but what this Court saw as a necessary reminder given the position of the parties at the Emergency Hearing and the confusion exhibited by the Respondent.

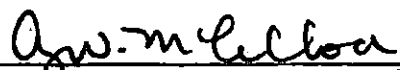
6. This Court does not personally know the Petitioner or the Respondent. This Court had no knowledge of the Petitioner or the Respondent, his business, his character, his reputation, or his investment company prior to the Trial.
7. This Court has heard the testimony of Petitioner and Petitioner's three witnesses. This Court has heard the testimony of the Respondent. This Court has read the Affidavits and reports of all known potential witnesses of the Respondent. This Court has reviewed all fifty-two joint court exhibits. In addition to the trial, this Court has held approximately four to five hearings in this matter.
8. This Court has no personal bias or prejudice against Respondent or his counsel and no personal bias or prejudice for the Petitioner or her counsel, the witnesses they have called or intend to call, or the case they are presenting.
9. This Court has made no decision, issued any order, or given any directive based on extrajudicial evidence. To the contrary, all decisions made, orders issued, and directives given are based solely on the voluminous evidence already of record and properly before this Court.
10. Because this Court finds no personal bias or prejudice other than that based on mere conjecture, it is imperative for this Court to hear this matter, whose litigation has been before it since the Petitioner's Complaint was first filed July 20, 2020.

THEREFORE THE COURT ORDERS THE FOLLOWING:

- A. Having reviewed the record of this case and considered the matters before it, the Court finds that recusal should be **DENIED**.
- B. The Temporary Settlement Agreement filed on January 6, 2021, and amended on October 29, 2021, shall remain in place until final judgment.
- C. "[T]he denial of a motion for disqualification is interlocutory and reviewable only after an appeal from final judgment." Simpson v. Simpson, 377 S.C. 519, 660 S.E.2d 274 (Ct. App. 2008) (citing Rogers v. Wilkins, 275 S.C. 28, 29-30, 267 S.E.2d 86, 87 (1980)).
- D. The conclusion of the trial in this matter shall be held on **June 15, 2022, at 12:00P.M.**

IT IS SO ORDERED.

April 28, 2022
Columbia, South Carolina


Amy W. McCulloch, Probate Judge
Richland County Probate Court



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

VERIFICATION

Personally appeared before me, William B. Walkup, who duly sworn, deposes and says that he is the Appellant in the foregoing action; that he has read the foregoing Petition and states it is true to the best of his present knowledge, information and belief.

William B. Walkup
William B. Walkup

Sworn to me this 25th day
of October, 2022.

Amy A. Kelly
Printed Name: Amy A. Kelly
My Commission Expires: May 27, 2025

THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

RECEIVED
SEP 01 2022

APPEAL FROM RICHLAND COUNTY S.C. SUPREME COURT
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

NOTICE OF APPEAL

William B. Walkup hereby appeals the following four orders from the Honorable Amy W. McCulloch:

1. Order Removing Trustee filed August 23, 2022 ("Removal Order"). Appellant received written notice of entry of the Removal Order on August 24, 2022;
2. Order Denying Motion for Recusal filed April 28, 2022 ("Recusal Order"). Appellant received written notice of entry of the Recusal Order on April 28, 2022;
3. Order Granting Petition for Attorneys' Fees and Costs filed August 31, 2022 ("Attorney's Fee Order"). Appellant received written notice of entry of the Attorney's Fee Order on September 1, 2022; and,
4. Order Regarding Motion for Order and Rule to Show Cause or, in the Alternative, Motion to Enforce Settlement and for Sanctions "Order for Sanctions" filed August 31, 2022 ("Order for Sanctions"). Appellant received written notice of entry of the Order for Sanctions on August 31, 2022.

A copy of the Removal Order is attached as Exhibit A. A copy of the Recusal Order is attached as Exhibit B. A copy of the Attorney's Fee Order is attached as Exhibit C. A copy of the Order for Sanctions is attached as Exhibit D.

All parties agree to the direct appeal pursuant to S.C. Code Ann. §62-1-308(l). (See email string between parties' counsel dated September 1, 2022 attached as Exhibit E.)

SOWELL & DuRANT, LLC

By: B. J. Durant
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Attorneys for Church of the Holy Comforter

Columbia, South Carolina
September 1, 2022

}

THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

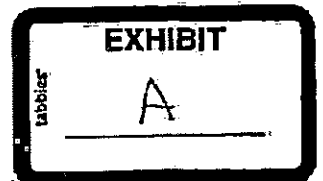
v.

William B. Walkup,.....Appellant

EXHIBIT A

NOTICE OF APPEAL

Order Removing Trustee filed August 23, 2022
("Removal Order")



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
JANE E. BASKIN,)
Petitioner,)
vs.)
WILLIAM B. WALKUP,)
Walkup.)

IN THE PROBATE COURT
Case Number: 2020-GC-40-00072
2022 AUG 23 1 P 5:50
FILED
CLERK OF COURT
S.C.

ORDER REMOVING TRUSTEE

THIS MATTER COMES BEFORE THE COURT as a continuation of the trial for the Removal of William B. Walkup as Trustee of the Eldridge Baskin Trust (hereinafter known as the "Trust"). The complaint, filed by the Petitioner, Jane E. Baskin, (hereinafter known as "Baskin") on July 20, 2020, requests that Defendant, William B. Walkup, (hereinafter also known as "Walkup" or "Trustee") be removed as Trustee in accordance with S.C. Code Ann§ 62-7-706(b)(1)(3)(4). The Petition also demands an accounting of all Trust property, income, debts, and expenses.

Eldridge Baskin, who died on September 21, 1990, is the father of Baskin, a single woman aged 76 with cerebral palsy; a serious and permanent physical disability. While there have been assertions that Baskin has a mental disability or mental incapacity, her capacity is established and these assertions were dispensed with before the trial. The Trust was established by the Will of Eldridge Baskin and named Walkup, a second cousin of Baskin and professional financial advisor and investor, as her Trustee. Walkup has served as her Trustee since 1990. Walkup is now 82 years old.

The initial trial on the Complaint was held on January 4 - 6, 2021. After Baskin rested her case and after Walkup's direct and cross examination testimony, the parties entered into a Temporary Settlement Agreement ("Agreement") on January 6, 2021. The parties agreed, amongst other things, on a set budget for Petitioner, to appoint attorney Alex Wetherly as Special Trustee, and to allow Walkup to "remain as Trustee solely to continue to manage the money for investment purposes" and to permit Walkup to "continue to retain tax reporting responsibility for the caregivers." The Agreement stated that, "[t]he litigation in this matter is stayed and all issues not decided are held in abeyance with full reservation of rights in regards to litigation, including the issue of attorneys' fees." The Agreement appeared to function appropriately for Baskin, Trustee Beneficiary, and Walkup but Walkup, at an Emergency Hearing on October 12, 2021, held because he threatened to break the agreement and stop paying per the Agreement, demanded his "day in court" asserting his dissatisfaction with the settlement agreement.

Walkup's counsel was clear on the record that they wished to reserve the right to present further evidence in the matter, at a later date, in a continuation of the trial through the testimony of the following witnesses: Julian W. Walker, Jr., Sinclair Lewis, Albert L. Moses, Clarence E. Kanipe, Jr., Captain Louis Edward Spradlin, Anne Webster, and Katherine Parr. Walkup's counsel further wished to offer the deposition of Dr. Frampton Henderson and potentially introduce the report from the Guardian ad Litem.

On August 5, 2022, the contemplated continuation of the trial was held. All interested parties were given proper Notice of Hearing. Present at this hearing were Baskin, and her attorneys Richard C. Detwiler

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(hereinafter "Detwiler") and Alex Weatherly (hereinafter "Weatherly"), also serving as Special Trustee; and, Walkup and his attorneys, Bess Durant (hereinafter "Durant") and Thornwell P. Sowell (hereinafter Sowell"). Testimony was taken from Albert L. Moses, Clarence E. Kanipe, Jr., Anne Webster; and Michelle Nunn, court appointed Guardian *ad Litem*. Affidavit testimony was received by agreement of the parties from Benjamin Bruner, Julian W. Walker, Jr., Sinclair Lewis, Captain Louis Edward Spradlin, and, Katherine Parr.

At the conclusion of the trial, Walkup moved for a Directed Verdict in his favor and submitted a written Motion to the court. The court held its ruling in this matter in abeyance to give Baskin a chance to respond. Baskin filed her written reply to Walkup's Motion for Directed Verdict on August 9, 2022.

After reviewing the record, considering all trial testimony, affidavits, exhibits, motions, and documents within the court's file, the court finds for Baskin in this matter, and further denies Walkup's Motion for Directed Verdict, and sets out its reasoning below.

Jurisdiction and Venue

Pursuant to S.C. Code Ann. § 62-1-302 (a) "To the full extent permitted by the Constitution, and except as otherwise specifically provided, the probate court has exclusive original jurisdiction over all subject matter related to: (3) trusts, inter vivos or testamentary, including the appointment of successor trustees;"

Pursuant to S.C. Code Ann. § 62-7-204 (a) Except as otherwise provided in subsection (b), venue for a judicial proceeding involving a trust is in the county of this State in which the trust's principal place of administration is or will be located and, if the trust is created by will and the estate is not yet closed, in the county in which the decedent's estate is being administered.

Baskin, Petitioner and Beneficiary of Trust, and Walkup, Trustee and financial investor or money manager, are both resident of Richland County, South Carolina. Walkup is the 98% owner of Walkup and Associates, an investment company that manages the Trust assets. Walkup and Associates is located in Columbia, South Carolina. The principal place of administration of the Trust is Columbia, South Carolina.

Therefore, jurisdiction and venue are properly before the Richland County Probate Court.

Creation of Trust for the Benefit of Jane E. Baskin

Article III of the Will of Eldridge Baskin creates the Trust for the Benefit of Jane E. Baskin and reads as follows:

"All the rest, residue, and remainder of my property, both real and personal, of which I may die seised and possessed, I give, devise, and bequeath unto my trustee, hereinafter named, in trust, to be held, administered and distributed as hereinafter provided for the sole benefit of my daughter, Jane E. Baskin, the sole purpose of the trust created hereunder being to provide for the well being of Jane E. Baskin so long as she shall live. This will and the provisions thereof are to be construed in the light of this purpose and while this shall not have the effect of limiting in any way the power, authority or discretion of the trustee hereunder, it shall at all times be borne in mind by the trustee when considering the matter of any encroachment upon the principal of the trust created hereunder.

The trustee shall receive, take and hold the properties and assets of the trust created hereunder and shall invest and reinvest the same, and collect and receive the income therefrom, and, after payment therefrom of all proper costs, charges and expenses, shall dispose of the net income and principal for the benefit of Jane E. Baskin as follows:

(1) So long as my daughter, Jane E. Baskin, shall live, the trustee shall pay to or apply for the benefit of my said daughter all of the net income of the trust in such manner as my trustee shall deem suitable.

(2) My trustee may, and shall be authorized and empowered, in its complete and absolute discretion, to encroach upon and make disbursements from principal to or for the benefit of Jane E. Baskin, at any time and from time to time, in such amount as my trustee may deem proper, for the medical care, comfortable maintenance, and welfare of my said daughter, taking into consideration to the extent my Trustee deems advisable, any other income or resources of my said daughter known to my trustee.

(3) Upon the death of Jane E. Baskin, the remaining property of this trust together with any undistributed or accumulated income shall be divided and paid over and distributed to those person then living who would then be my heirs, their identities and respective shares to be determined in accordance with the law then in effect in the State of South Carolina, as if I had then died intestate."

This Trust was created in the Will of Eldridge Baskin dated September 10, 1990, and therefore is a Testamentary Trust. At the death of Eldridge Baskin on September 21, 1990, the Trust took effect. The Estate of Eldridge Baskin was administered in the Richland County Probate Court under estate number 1990-ES-40-30893. Walkup also served as the Personal Representative of the Estate. Walkup as Personal Representative transferred to Walkup as Trustee \$132,476.68 in stocks and bonds and rental property located at 1307 Ashley Street, Columbia, South Carolina, valued at \$43,000.00. This information is found in the Estate of Eldridge Baskin.

Pursuant to S.C. Code Ann. § 62-7-202 (a) by accepting the trusteeship of a trust having its principal place of administration in this State or by moving the principal place of administration to this State, the Trustee submits personally to the jurisdiction of the courts of this State regarding any matter involving the Trust.

This Court has jurisdiction over Walkup as Trustee and over this Trust.

Breach Alleged

Baskin alleges the following "serious breaches" of Trust by Walkup:

1. Failing to keep her informed of the administration of the Trust or to comply with her requests for information as required by S.C. Code Ann. § 62-7-813;
2. Failing to send an annual written report of the Trust property with information necessary to allow her to protect her interests;
3. Failing to provide a copy of the Trust's Fiduciary Income Tax Return, bank or brokerage statements or an informal list of assets and market value of those assets, the liabilities, the receipts and disbursements, including the source and amount of the Trustee's compensation;
4. In an act of self-dealing, by moving her out of her home against her wishes or best interest, and into an apartment which Walkup owns or co-owns, benefitting him;
5. By thereafter starting eviction proceedings to have her removed from the apartment he put her in;
6. By refusing to insure her home and allowing it to fall into disrepair, causing a non-Trust asset owned by her to waste; and,
7. By paying himself rent for the apartment into which he moved her into and paying for a few other expenses for Baskin, but giving Baskin no other income from the Trust.

Baskin further alleges in addition other failures of effective administration in that Walkup has:

1. Failed and refused to pay for adequate caregivers who are able to provide the care she needs, given her disabilities;

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2. Inserted himself acting as her un-appointed Guardian, controlling her with the money he controls;
 3. Failed to provide for her everyday needs such as food and diapers;
 4. Required her to justify or prove her needs;
 5. Attempted to control her by threatening to take away her dog; and,
 6. Both physically and verbally assaulted her and attempted to physically force her, against her will, to leave her apartment for an evaluation to move to assisted living.
- Baskin further asks for a full accounting of all Trust property, income and debts, expenses and specifically expenses or fees paid to himself.

Response of Walkup and Defenses

Walkup denies all allegations. Walkup has asserted that Baskin does not have the capacity to make appropriate and independent decisions and is being unduly influenced by Michele Moseley, Baskin's Agent under a Property and Financial Power of Attorney, executed on February 23, 2017 and recorded in the Richland County Register of Deeds Office on the same date in Book 2189 at Page 1681. Ms. Moseley is also the Agent for Baskin under a Health Care Power of Attorney dated the same date. Ms. Moseley is the primary caregiver for Baskin and is the primary beneficiary under the current Will of Baskin.

Walkup has asserted the Complaint fails to state a cause of action for which relief can be granted, asserted the defense of the prudent investor rule pursuant to S.C. Code Ann. § 62-7-933; plead statute of limitations pursuant to S.C. Code Ann. § 62-7-1005; waiver and estoppel, and .

Analysis of Testimony

Jane E. Baskin testified as follows (January of 2021):

She graduated from Eau Claire High School in 1965.

She is an only child, adopted by Eldridge and Nell Baskin.

She has cerebral palsy, diagnosed at nineteen (19).

In 1990, when her father died, she was able to drive, did not have caregivers, and was living independently at Summerlea Drive.

In 1990, Walkup showed her a copy of the Trust and how much was in it.

In 2008, she hired attorney Rita Cullum to obtain the first accounting of her Trust since 1990.

In 2008, Walkup showed her a document with \$4,000.00 on it that Walkup explained was his fee.

In June of 2015, Walkup required her, against her will, to move into an apartment complex owned by him, requiring the Trust to pay him rent, stating that he wanted her to be nearer to him and did not want to pay the home insurance for Summerlea Drive or the high electric bills for Summerlea Drive.

Before moving her, he did not analyze with her, making Summerlea Drive more handicap accessible.

When Walkup required Baskin to leave her residence, she was caring for herself, did not require caregivers but did have a neighbor who helped her. She used a walker as needed.

At that time, Walkup provided her with a "flip phone", which she still had in 2021.

The apartment was not handicap accessible, did not have bars in the bathroom, and did not have a wheelchair accessible shower, which initially required someone to lift her into but in 2021 she was being sponge bathed instead of having a shower or a bath. Wooden bars in the hallway were installed 2-3 years before the trial began.

The apartment was two (2) bedrooms, one (1) bathroom, kitchen and living rooms, smaller than her house on Summerlea Drive.

After moving her, Walkup tried to sell her home on Summerlea Drive. She initially cooperated but then changed her mind and opposed selling.

She wanted to return to her house on Summerlea Drive.

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She has a dog named Lamb Chop that lives with her.

In 2017, Walkup tried to move her to Jenni-Lynn nursing home.

In August of 2017, Walkup informed Baskin that he was no longer going to pay Summerlea Drive expenses from the Trust.

In 2017, she chose Michelle Moseley, who she has known through her church since 1983, trusts more than anyone, and considers to be like a daughter, to be her Agent for health care and financial powers of attorney with the legal assistance of Alex Weatherly.

In 2021, Michelle Moseley had been caring for Baskin for about 2 years coming every evening and during the day Sunday, making her dinner, and putting her to bed without payment.

On February 17, 2017, Walkup attempted to take her to Jenni-Lynn nursing home for an evaluation. Baskin told him she did not want to go see the facility and Walkup grabbed her arm to pull her off the couch and into the walker. She yelled to let her go and this upset her dog. At the time of this incident, she had a hurt toe and could not walk well.

On February 27, 2017, Baskin saw her primary physician Dr. Henderson and did not bring up any injury.

On March 19, 2017, Baskin went to Doctor's Care for a contusion on her left arm related to Walkup grabbing her.

In 2017, she asked attorney Weatherly to help her because she did not know what was happening with the Trust money because she had not received anything from Walkup about the Trust since the request of attorney Rita Cullum in 2008.

Ben Bruner, then attorney for Walkup sent some information to include tax returns and a check register and information that Walkup was receiving a fee as Trustee of \$4,500.00 and management fees for the E-Trade account of \$1,075.24 in April and \$1,036.47 in October.

In this period, the Lee County property that she had inherited a direct interest to was sold and some of the money she received went to Walkup as Trustee. She has requested information about this separate investment.

In an attempt to move back to Summerlea Drive, she received a loan from a friend of \$30,000.00 and renovated her bathroom to make it handicap accessible with a wheelchair shower, took out steps to make all the floors level. She did not completely understand the repayment terms.

She hired Michelle Moseley's brother as the general contractor.

Walkup would not pay for the renovations with the Trust money.

In March of 2018, Mr. Weatherly, at her request, sent a letter to Walkup demanding no further contact with Baskin.

Her monthly income from social security in 2021 was \$479.00.

She also received a monthly annuity of \$381.00 that is supposed to come to her directly but Walkup set it up so it would pay to him as Trustee and then he passes it to her.

Her total monthly income independent of the Trust was \$860.00.

In 2021, from her income outside the Trust she paid for her food, cable for the apartment and Summerlea Drive, her water bill for Summerlea Drive, her electric bill for Summerlea Drive, pet costs, clothes, and Ms. Moseley pays for the homeowners insurance for Summerlea Drive.

She does not know what she will do when the Trust funds run out.

In January of 2021, a friend named Pat McIntosh was living in Summerlea Drive and had been for about two (2) weeks and was paying rent to Michelle who then gave it to her. Baskin was planning on leaving the apartment and moving back to Summerlea Drive in January of 2021.

Walkup as Trustee paid himself as apartment complex owner \$930.00 a month in rent.

She brought this lawsuit to regain control over herself, choose her own caregivers, receive a budgeted amount and pay her own bills directly, and to know where the money goes.

Her credit score is 800, she pays her credit card bill and believes she is capable and intelligent.

While living in Walkup's apartment complex, there was no emergency exit plan and until the court ordered it in December of 2020, Baskin did not have an alert bracelet in case of emergency or fire.

Michele Moseley, (hereinafter "Moseley") testified as follows (January 2021)

She is from Columbia, South Carolina. She graduated from Keenan High School in 1986. She has been married 32 years and has two children. She cleans houses for a living and her husband is an electrician.

She has known Baskin from church for over thirty (30) years.

She knows Weatherly from church and from serving on the same church school board.

She began assisting Baskin in 2017 at the request of Baskin's neighbor Pat Watson. She is not a certified or licensed caregiver.

Her initial help involved getting her a lift chair and a raised toilet seat.

She sat with her two (2) hours every night, washed her dishes, walked her dog, helped Baskin with bathroom needs, and helped her to bed.

Before her involvement, Baskin had no evening care and depended on a neighbor, Pat McIntosh, to help her.

In the summer of 2017, Moseley had the locks on Summerlea Drive changed and there was a dispute over a furnace or AC unit at Summerlea Drive.

In March of 2018, Moseley asked Walkup to be paid to fill in for the paid caregiver who was going on vacation and to do housekeeping for Baskin and Walkup declined her request.

In May of 2018, she submitted an invoice to Walkup for filling in for the paid caregiver who took off on Mother's Day and Moseley filled in for her. Walkup did not pay it.

In reaction to a complaint about the furnace or AC unit at Summerlea Drive, Walkup visited Baskin's apartment and offered Baskin money so that she could arrange the installation. Baskin called Moseley to watch the exchange over the camera that was in Baskin's apartment. The camera was installed at Baskin's request. Moseley got upset over the conversation and called and yelled at Walkup about not fixing the AC and putting it on Baskin to resolve. At that time, Moseley had gotten three estimates to fix the AC unit with the lowest being \$9,000.00.

On May 14, 2018, Moseley and Baskin sent a joint letter to Walkup asking that he have no direct contact with Baskin and only speak to her attorney Weatherly.

In July of 2018, Baskin had fallen twice and Moseley decided that she should not be alone so began to come for more hours in the evenings, as her paid care ended at 2:00PM. Baskin had a history and propensity of falling.

On Sundays, she would pick Baskin up for church and then care for her throughout the day.

Moseley submitted other invoices for her time to Walkup for payment and he refused to pay her.

She agreed to be Baskin's Agent for the Power of Attorney and has stepped in to help her pay her bills. She has had no training or discussions with a lawyer about her responsibilities as an Agent. At the time of the trial, she was signing Baskin's name at Baskin's direction on her checks instead of changing the signature authority on the account to be Baskin's Agent.

She is Baskin's friend and wants to care for her. She does not know what will happen if the Trust money is exhausted.

She knows Baskin's cousin Anne Webster but has never met her in person.

She knows Baskin's cousin Wesley Stephenson and he has visited.

She describes Baskin's relationship with Walkup as not good.

She threw away the "For Sale" sign for Summerlea Drive because Baskin did not want her house sold and this angered Walkup further.

Her brother is the contractor for the renovations at Summerlea Drive and her husband is the electrician on the job.

The \$30,000.00 is to renovate the bathroom and make it handicap accessible, turn the sunroom into her bedroom with closets, install the air conditioning, repair termite damage, and treat for mold. The contractor submits his invoice to Weatherly, who holds the loan monies in his Trust Account, Moseley reviews the invoice and shows it to Baskin, and then Moseley authorizes payment.

Baskin pays her credit card balance every month and Moseley believes Baskin can live within a monthly budgeted amount.

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In August of 2020, after Walkup sold the apartment complex, the new company wanted Baskin to sign a lease. Baskin refused to sign.

Walkup will not work with her to assist Baskin.

Wesley F. Stephenson, Jr. (hereinafter "Stephenson") testified as follows (January 2021)

He is Baskin's first cousin and he has known her his whole life.

He sees her about once a year and talks to her occasionally.

He has met Moseley on two (2) occasions at Baskin's apartment.

He was Baskin's Agent for the sale of the land in Lee County.

He knew her father set up a Trust for her but also that he left her land outside of the Trust.

He disbursed the sale proceeds to her directly and not to Walkup but understands Baskin gave it to Walkup to invest.

He considers Baskin a rational person.

He does not know Walkup but has spoken to him on the phone.

He took care of his mother as she aged and knows the importance of good care and has urged Walkup in a letter to provide her more help.

He believes Mosely provides Baskin good care and goes beyond the call of duty and has Baskin's best interests at heart. He understands that she has no certification or licensure.

He was aware of the friction between Walkup and Baskin and that Walkup wanted her to move and Baskin wanted to stay in her home.

He believes Baskin needs a larger voice.

Kenneth B. Wingate (hereinafter "Wingate") testified as follows (January 2021)

He is a lawyer and a CPA. He has been practicing law 35 years. He is designated by the South Carolina Supreme Court as a specialist in estate planning and probate law, and that constitutes about 95 percent of his practice.

He was offered as an expert witness to testify in the area of estate and probate law.

He was received as a witness who had reviewed the records, who has an incredible reputation, experience, and education in all these specialty areas.

To prepare for testimony, he reviewed the pleadings, the discovery requests, the recent October of 2020 accounting information that was transmitted to the court by Walkup's attorneys, the transcripts, the affidavits and joint trial exhibits.

His opinion as to the quality or sufficiency of the accounting is that Walkup has not provided an accounting. Until 2007 or 2008, when attorney Rita Cullum, representing Baskin, requested information, no accounting had ever been given to Baskin. From that point until 2018, when Mr. Weatherly began to represent Baskin and asked for information, there was nothing produced that would be a sufficient and accurate accounting of information. In 2020, Walkup provided an enormous "hodgepodge" of information in an information dump to include bank statements, tax returns, and loose ends, though in no true accounting fashion. An accounting is intended to represent the beginning assets, show the income, show the growth, show the expenses, show the ending balance, and show his fees and how he managed the Trust. When Walkup provided the information and the fashion Walkup provided the information would not qualify as an accounting per the South Carolina Trust Code. The principal duty would be for Walkup to annually report to Baskin information reasonably sufficient to inform her of the assets and income of the Trust, and thereby, showing what assets and collected or reserved income, if any, remain on hand at the end of the accounting period, and done at least annually.

His opinion as to conflicts of interest or self-dealing as it relates to the standards applicable to a fiduciary is that Walkup has violated that by moving Baskin into an apartment building which Walkup or his company Walkup and Associates owns or has an ownership interest in; investing 60 percent of the current assets of the Trust in an investment known as Equity 95, of which Walkup owns the majority interest; and, investing Trust assets in an entity called Columbia Cash Reserve which Walkup owns;

however, based on the current reportings, it is unclear what percentage he owns. Walkup or his company receives fees, separate from his Trustee fee, from these entities and these fees are not reported on what he has provided. He should report these fees. The South Carolina Trust Code says that if an asset is invested in a business or an entity or a security in which the Trustee has an ownership interest, there's a presumption of conflict of interest that can be overcome with evidence of an accounting for what the various fee structures and ownerships had been, but he hasn't reported. Therefore, the standard of avoiding conflicts of interest and avoiding self-dealing has not been observed in this instance.

His opinion about Walkup's investment strategy and the standard for diversification is that currently 60 percent of the total Trust corpus is invested in that security or company called Equity 95. Walkup testified that one invested in Equity 95 can only withdraw investments from Equity 95 one time per year at the end of the year with an advance request, and then only if paying accounting charges in order to liquidate that interest. Walkup testified that Equity 95's stated written purpose is growth. Columbia Cash Reserve and the apartment complex are all assets that cannot be easily liquidated. The small amount of income that is generated, per the tax returns, averages approximately \$14,000.00 per year on a portfolio with an aggregate value of reportedly at least \$575,000.00. This equates to a 2 percent, or less, rate of income that is generated for Baskin. The assets that Walkup invests in are risky for the needs of Baskin, do not meet the standard of liquidity, and are improper. Walkup is required to invest for the needs of Baskin, which are great. Income should be readily available for the predictable increase in need and emergencies. The combination of lack of liquidity, lack of security of those investments, exposure to risk or change in value given the age and life circumstances of Baskin, do not equate to proper management of this Trust by a prudent fiduciary standard applicable under South Carolina law.

His opinion about the relationship of a Trustee with a beneficiary is that under the South Carolina Trust Code, the standard applicable to a Trustee is to know the beneficiary and her circumstances to thoughtfully have a strategy of meeting those needs financially and to do so in a way that is reasonable and proper and skillful. The communication between Walkup and Baskin has clearly broken down. They have not spoken directly in more than two years. There have been allegations of verbal and physical abuse. This is an enormous impediment to a Trustee being able to fulfill any fiduciary duties. Per Walkup's deposition, he has a disregard and disrespect for Baskin. Walkup testified that audited financial statements do exist but he did not give them to Baskin because in Walkup's opinion she does not have the capacity to understand them. Walkup's forcibly removing her from her home which she owns outside of this Trust, his refusal to release her monthly annuity payment back to her for direct payment, placing her in an apartment of which he is an owner if not a majority owner, and pushing for her to move into a nursing home against her wishes, amounts to such a conflict and inability to communicate as to arise to a breakdown and failure of execution of fiduciary duty.

The Trust was obviously created to only benefit Baskin. The remainder beneficiary language is there as the normal catch all language. A Trustee must administer the Trust solely for the interests of the beneficiary. This Trust can generate more income and this Trust could be invested in safer assets. Her assets should be invested in objective and calculable assets rather than Walkup's family company. The cash flow generated is not appropriate for this circumstances. There is not clarity and transparency as to what the Trust assets are being invested in and what the income is that is being generated and what the expenses are that are being taken out.

Walkup admitted that he was not familiar with a total return Trust and had not made an effort to analyze it from that perspective. The standard of a fiduciary is to give thought to a conscientious and transparent investment strategy aimed at meeting the needs of the beneficiary. Walkup has invested the Trust assets almost entirely in growth and therefore it is skewed. There has not been transparent disclosure.

Walkup has not adequately disclosed how the Equity 95 money is invested. It's presumed under the fiduciary standards that because he's an owner in it and a principal owner in it, that without disclosure, he has a conflict of interest. The way you prove that you have not violated in fiduciary and prudent investor requirements is to show your investment strategy and conformity with careful written revealed

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and adhered to objectives.

A Trust is nothing but a split in title, one person is the legal owner, the other is the beneficial owner. The beneficial owner of the Trust, the beneficiary, is the one whose needs the Trust is supposed to be invested and managed for. Per the South Carolina Trust Code, no Trustee has absolute discretion if that means the power to do anything they want to do. It has to be solely in the best interest of the beneficiary while disclosing conflicts of interest with an intentionally thought out, written out and followed and diversified investment portfolio. It is not appropriate to have 60 percent of any Trust invested in anything, let alone something that is a growth fund, that is not adequately disclosed as to who the owners are or what the expenses are, what the fees are, and in which the Trustee is one of the owners, and therefore by statute, has a conflict of interest.

Walkup is a registered investment analyst who has touted his investment professional credentials as reasons why he has done a good job. His credentials raise him to the level of a professional Trustee, yet he has made no effort in 30 years to allocate income and principal. He testified that he did not know he was supposed to make the distinction between the two and that he is not familiar with the Uniform Principal and Income Act.

Walkup should have maintained annual accountings. The accountings should have been documented and presented to the beneficiary every year for 30 years. For Walkup in 2020 to have felt rushed by this court to quickly put together a reporting on the court's short deadline is not only no excuse but also underscores the very problem.

William B. Walkup (herein "Walkup") testified as follows: (January 2021)

1. Walkup is married and has four (4) children.
2. Walkup has a degree from USC as a mechanical engineer, worked at Trane Heating and Air Conditioning Company for fourteen years, is a registered professional engineer, registered investment advisor
3. Walkup's son in law and son work for Walkup and Associates as financial planners.
4. Walkup and Associates is a money management and investment firm and has over \$100 million in investment funds. He invests in stocks, real estate, and cash management programs. Walkup owns 98 % of Walkup and Associates.
5. Walkup is a partner in every partnership that Walkup and Associates manage money for.
6. He is the Chairman of the Board of Trustees and Chairman of the Finance Committee for Shandon Methodist Church. He invests the church funds with Walkup and Associates and has grown the fund from \$600,000.00 to 6.8 million but he does not charge a management fee for the church.
7. He manages one other Trust fund.
8. His daughter Laura was the manager of his apartment complex where Baskin lived until he sold it in July of 2020 and now she works for Walkup and Associates.
9. In June of 2015, Walkup moved Baskin to his apartment complex, which is about 50-60 yards from Walkup and Associates, to be near him because she had fallen many times. Laura occasionally assisted Baskin at the apartment.
10. When he moved her, that apartment complied with handicap requirements of SCDHEC.
11. Summerlea Drive has a very steep lot and Baskin fell trying to get up the driveway.
12. Summerlea Drive has 2 levels and could have caused a fall.
13. He has known Baskin since she was adopted.
14. Eldridge Baskin asked him to be Trustee and he agreed even though he had never been a Trustee before.
15. Attorney Ben Boyd prepared the Will for Eldridge Baskin. Ben Boyd is a high school friend of Walkup and married to Baskin's first cousin.
16. Equity 95 is an investment partnership of about 15-20 investors that invests in stocks. That partnership has the objective of income and growth. In Equity 95, Walkup is a 5 percent investor. All investors are charged a .9 percent fee

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17. The Trust invested \$33,000.00 in 1995 in Equity 95 and it is now worth about \$315,000.00 to \$320,000.00, making that a compounded rate of return of about 9.5 percent. The Trust does not own specific stocks or have its own stock account. The Trust owns a value in the Equity 95 entity.
18. The Trust has investments in an E-Trade account that has some original stocks purchased by Eldridge Baskin and it is worth \$200,000.00. He can borrow against this account at 1.5 % interest.
19. Columbia Cash Reserves is a cash management program that he started in 1982 as a group of people investing in bank jumbo certificates of deposit at a 15% return. Then he moved the money to high rate tax-free bonds, he loaned money to investors within the partnership, now it is a loan portfolio with loans being given to single-family builders in Richland and Lexington Counties and developers on a 5.2 to 5.5% interest rate that he calls a vehicle of liquidity.
20. He borrows at 1.5% on the E-Trade account and moves it to the Columbia Cash Reserve and loans it at a rate of 5.2 to 5.5 %.
21. He has 2.4 million in loan loss reserve but there has never been a loss.
22. The Trust owns rental property on Ashley Street that he has rented over the years. He sold it in an installment contract to a couple who have gotten behind on the payments and now he must file for foreclosure.
23. The Trust has an active Wells Fargo checking account.
24. From the sale of the Lee County properties, Baskin gave him \$13,000.00 to invest for her and he believed he put it in the Columbia Cash Reserve account for her. This was later contradicted, as Walkup put the money in the Wells Fargo Trust checking account. The money was not invested for her but was spent on her needs in the following year.
25. Walkup charges the Trust about \$4,600.00 as the Trust fee.
26. The Trust has an upcoming tax liability of gains from the sale of stock of \$45,000.00.
27. In addition to income, he spends \$53,000.00 a year from principal on Baskin's care.
28. He wants her to move to a nursing home to have around the clock care but she refuses.
29. After he moved her to his apartment, Summerlea Drive was unoccupied for 5 ½ years. In 2015, he wanted to sell it to generate money for her care. He put a For Sale sign in her yard with his phone number on it, received a contract offer of \$90,000.00, took it to Baskin to sign and she refused.
30. He is worried what happens when the money runs out and feels like it is his duty to preserve her assets for her life.
31. He believes that a nursing would cost \$6,600.00 a month and living at her home with 24/7 care will cost \$14,300.00 a month.
32. Walkup believes that Baskin has lied about him to discredit him and to avoid moving to a nursing home.
33. Walkup believes that Baskin has resented him from the beginning of the Trust and has fabricated many stories to discredit him.
34. Walkup believes that he has paid for everything for Baskin except food and clothing.
35. After Baskin refused to sell Summerlea Drive, Walkup stopped paying the insurance on Summerlea Drive justifying that it was not a Trust asset.

Witnesses for Walkup

Dr. James Henderson (herein referred to as "Dr. Henderson") testified as follows (August 2022)

1. Has treated Baskin for several years.
2. Last saw her in February of 2021.
3. Has never had a conversation with Walkup.
4. Moseley usually brought her to appointments.
5. Has had several urinary tract infections.
6. Urinary tract infections can cause hallucinations.

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Sheryl Glymph testified as follows (August 2022)

1. Moseley hired her in 2021 as a caregiver and she worked for about 4 months and was released because of scheduling needs.
2. Did not like Baskin's dog and slipped in the dog's waste.
3. There is a camera where Baskin sleeps.
4. Baskin loves and Trusts Moseley.
5. If you disagreed with Moseley, you would be fired.

Summary of Affidavit of Julian W. Walker, Jr.

1. Mr. Walker is a retired attorney and a retired Trust officer from local banks.
2. Mr. Walker believes Walkup has done a good job and Baskin is interfering with the Trust operation.

Summary of Affidavit and testimony of Anne Webster

1. She is Baskin's first cousin and has known her since childhood.
2. She has not seen Baskin since 2017 but before that, they visited at least annually.
3. She believes Baskin has lied and Walkup has done an excellent job.
4. She believes Baskin is not competent.

Summary of Affidavit of Katherine Parr

1. She was the previous Agent for Baskin under a previous power of attorney.
2. She believes that Baskin needs more assistance and is not good with money.

Summary of Affidavit and testimony of Clarence E. Kanipe, Jr.

1. He is the Pastor at Shandon United Methodist Church and knows Walkup through church and the role he plays for their finances.
2. He believes Walkup is a good financial advisor and investor.
3. He is a generous donator to the church and to Epworth Children's Home.

Summary of Affidavit of Captain Louis Edward Spradlin

1. He has known Walkup since 1991 and works with him on the financial investments for Shandon United Methodist Church and invests with him personally.

Summary of Affidavit of Sinclair Lewis

1. He is a retired minister from Shandon Methodist Church and has known Walkup for more than thirty years.
2. He has done a good job with church investments and he invests with him personally.

Summary of Affidavit and testimony of Albert L. Moses

1. He retired as attorney in 2005 after over forty years of practice with a primary focus in wills, trusts, and estates.
2. He has known Walkup for over seventy years and believes him to be a good person.
3. He does not believe that the SCTC applies to this Trust and he does not believe that Walkup had a duty to account annually to Baskin and only owed a duty to report to Baskin if she requested it. He believes what he has supplied to her is sufficient.
4. He believes that Walkup has a right to control Baskin's risky behavior.
5. He believes that there is normal friction between a Trustee and Beneficiary and that is not a reason to remove a Trustee. He admitted that he knows nothing about the relationship of Walkup and Baskin independent of what Walkup has told him.
6. He admitted that he has not reviewed the accountings or investments of the Trust.

Summary of Affidavit of Benjamin C. Bruner

1. He was and is an attorney for Walkup.
2. He assisted Walkup in 2017 and 2018 in providing all information that was requested by Weatherly.

Summary of reports and testimony of Michelle Nunn (hereinafter "Nunn") –

Guardian ad Litem appointed by this Court

1. She visited Baskin when she lived in Walkup's apartment in October of 2020 and visited her again in June of 2022.
2. In 2020 while living in Walkup's apartment, Nunn noted the following concerns:
 - a. The apartment's doors and hallways were narrow
 - b. There was only one entry/exit.
 - c. The only provisions for Baskin's handicap were rails in the hallway and a portable shower chair.
 - d. The apartment could not accommodate her needs
 - e. Not enough care is provided as she needs 24/7 care.
 - f. Baskin cannot walk independently and could not remove herself from the apartment if there was an emergency
 - g. She is dependent on others for food and transportation
 - h. Baskin is a capable woman and independent thinker with a strong desire to improve her quality of life and wants to be more involved in her finances and living arrangements.
 - i. The relationship between Baskin and Walkup was not good.
 - j. Recommendations were made with the most urgent and easy to solve being a new wheel chair and an alert pendant, which the court ordered.
 - k. Nunn also recommended of an independent professional fiduciary to eliminate the conflict.
3. In 2022, Nunn notes the following:
 - a. Baskin has physically declined since 2020 but remains not influenced by others and strong willed.
 - b. Baskin still does not want to see Walkup.
 - c. Summerlea Drive has been made handicap accessible for her with cameras, a baby monitor and a walkie-talkie for her to communicate.
 - d. Baskin is dependent on others for everything.
 - e. Baskin seems to be happy and relaxed and the accommodations are better than the apartment and she does not want to leave her home.
 - f. Nunn had concerns about the live in care giver hired by Moseley in that she has her own dog and cat, is not a licensed or registered nurse and provides services that include the change of Baskin's catheter and does not pay rent.
 - g. Summerlea Drive needs a ramp for Baskin's exit door to the outside.
 - h. As Baskin no longer wants to see Dr. Henderson, Baskin needs to be connected with a new physician to provide continuous care.
 - i. Nunn had concerns about her meal proportions or meal choices. Moseley explained because she is a diabetic and because Moseley does not want her to gain weight because caregivers have to lift her, her meals are controlled. Nunn believes Baskin should have more choices in her food.
 - j. Because Moseley lacks experience in dealing with complicated health care, a professional care supervisor should be hired to provide the in-home care Baskin needs.
 - k. Baskin should be allowed to participate in her monthly budget.
 - l. Baskin needs to have a true sense of partnership with the person in charge of her finances.

Finding of Facts

1. The Plaintiff is a 76 year old handicapped person, long-suffering with the debilitating illness cerebral palsy.
2. While the Plaintiff suffers from her physical disability and is vulnerable due to her needs and condition, her mind is clear and she is capable of making decisions for herself. She has testified with competency and has remained consistent in her asks and determination for the same outcome. There is no competent evidence to the contrary.

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3. Walkup was named as the Trustee of a Trust established by the Plaintiff's father, Eldridge Baskin, by his Will dated September 10, 1990.
4. The Will left a home and other pieces of real property as well as household personal property, to Baskin outright. The rest and residue was left in Trust for her benefit.
5. Eldridge Baskin, Baskin, Walkup and the remainder beneficiaries of the Trust are related as first cousins, second cousins, first cousins once removed or second cousins once removed. Neither Walkup nor any member of his family is a residual beneficiary of the Trust and there is no evidence that he has refused to use more of the Trust money for Baskin's benefit in an effort to save money for the residual beneficiaries.
6. At the time the Trust was funded from the Estate of Eldridge Baskin, Walkup as Personal Representative transferred to Walkup as Trustee \$132,476.68 in stocks and bonds and rental property located at 1307 Ashley Street, Columbia, South Carolina, valued at \$43,000.00.
7. Walkup is currently 82 years old.
8. There is no Successor Trustee contemplated in the Testamentary Trust established by Eldridge Baskin.
9. Walkup claimed and reported that in January of 2021, the Trust had grown to a value of about \$575,000.00.
10. Baskin does not challenge that Walkup has reported to be a good financial investor and has made a lot of money for the Trust.
11. Baskin's income outside the Trust is about \$475.00 in Social Security benefits and a \$381.00 annuity which still pays to Walkup as Trustee.
12. The annuity is not Trust property, but the Trustee receives that money and places it in the Trust checking account. Until 2-3 years prior, Walkup was choosing how this annuity was spent for Baskin. Walkup now disburses it in full to Baskin after receipt.
13. Baskin has asked the Trustee on multiple occasions to have the monthly annuity check sent to her directly rather than passing through the Trust and he has not done so.
14. This court has asked Walkup to comply with the request to redirect the monthly annuity check and he has not done so.
15. In 2016, Baskin gave Walkup \$13,556.36 from the sale of her inherited ownership interest in Lee County property to invest for her. This was intended by Baskin to be a separate investment not one intended by Baskin to be absorbed into the Trust. Instead of investing her personal money, he put these funds in the Wells Fargo Trust checking account and used it for her expenses that the Trust should have paid for.
16. In the thirty (30) years that the Trustee has controlled the Trust he has provided three (3) reportings, and in each instance only after Baskin's attorney requested or demanded them.
17. Walkup admitted that he was unaware that the SCTC required annual accountings for Baskin as he has never read it.
18. Walkup also admitted that he is unfamiliar with the South Carolina Uniform Principal and Income Act.
19. Walkup claims that Walkup and Associates produced accountings of certain Trust assets and "sent" them to Mr. Walkup, as Trustee, but those were never provided to Baskin.
20. In 2008, attorney Rita Cullum, then representing Baskin, wrote a letter to Walkup that asked for financial information and put him on notice that the SCTC required annual accountings to the beneficiary.
21. Even though attorney Rita Cullum put him on notice that he was required to report annually, he denied that he knew he had to report annually. He stated that he has staff that should have handled this.
22. What was ultimately provided to attorney Rita Cullum omitted vital information about the rental property, how income was distributed, what principal had been distributed, his fees for managing the assets, the prohibition that money could not be taken from the Equity 95 account without specific limited notice and the fees associated with withdrawal.

23. In his 2008 list of expenses for attorney Rita Cullum, it must be noted that he paid himself \$4,600.00 while reporting expenses of \$2,438.92 paid for Baskin.
24. Walkup admits that he has never kept contemporaneous accounting records about the Trust income and principal and costs and expenses so when asked for an accounting Walkup or his staff must go back through the records in order to create it.
25. Walkup stated that he did not know an annual accounting to the beneficiary was required by the Trust Code until Alex Weatherly wrote him a letter in 2017 or 2018.
26. Walkup did not report or account annually and only did so again after this court required disclosure in 2020. What was provided in 2018 were Baskins individual tax returns for certain years, a created check ledger, and a "balance sheet", which were wholly insufficient.
27. While Walkup agreed that, in order for a beneficiary to be reasonably informed about the administration of the Trust and of material facts necessary to protect her interest, a Trustee should provide the beneficiary "financial statements and annual reports", he admitted that he had not provided such to Baskin as he believed she would not understand it unless it was put in simple terms or unless she had professional help, an effort, albeit inadequate, he did not even make.
28. Walkup admitted that he has never explained the Trust to Baskin.
29. Walkup receives a Trustee fee for managing the Trust, and invests the Trust funds in partnerships in which he or his company Walkup and Associates have equity interests from which he also receives management fees. Until this litigation, the management fees were never disclosed to Baskin.
30. Walkup admitted that he never told Baskin that in addition to the fees he pays himself as Trustee, he is also paying himself management fees from the various accounts he manages the Trust money in.
31. Walkup testified that approximately 60% or \$310,000.00 of the Baskin Trust is invested in a fund called "Equity 95". Walkup's company is a partner in the fund and also receives fees for managing the fund.
32. Walkup testified that Equity 95 Partnership is focused on growth not income, which is in the nature of "riding out for the long term", a questionable strategy for a 76 year old beneficiary.
33. Walkup testified that the Baskin Trust earns gross (not net) income of about \$12,000.00 to \$14,000.00 per year on \$575,000.00, or about 2% to 2.4% per year, before expenses.
34. Walkup testified that he takes a fee of \$4,000.00 per year for managing the Trust, and an additional .9% for managing Equity 95 and an E-Trade account where Trust money is invested.
35. The terms of the Trust require Walkup to pay all of the income of the Trust to or for the benefit of Baskin. By investing in assets that are "growth" funds, rather than "income" producing funds, Walkup is able to control the amount of money he is required by the Trust to pay Baskin.
36. When Walkup's growth funds generate money, by agreement of the partnerships, he is required to reinvest the growth back into the fund. Walkup signed this partnership agreement, agreeing to these terms, as Trustee for the Trust.
37. Walkup admitted that he has never been the Trustee for someone with significant physical disabilities like Baskin and has not done any investigation into what her needs were, never hired a professional to assess those needs, has no experience in caring for someone with cerebral palsy, and was not professionally qualified to assess her needs.
38. With the backdrop outlined above, in June of 2015, Walkup moved Baskin from her home on Summerlea Drive to the Atrium Way Apartments, that he owned an interest in, against her wishes.
39. Walkup as Trustee paid Walkup as apartment complex owner/manager, approximately \$900.00 a month in rent for 5 ½ years for an approximate total of \$59,400.00, which far exceeds the \$30,000.00 expenses used to make Summerlea Drive handicap accessible.
40. The apartment was on the second floor with no appropriate handicap access for Baskin's disabilities.
41. At the request of Baskin, Walkup has not spoken to Baskin since approximately 2018.
42. As of 2020, Walkup has denied enough monetary support to address Baskin's needs like adult diapers and special food. For reimbursement, Walkup required Baskin to submit receipts for the purchase of her Depends undergarments, a requirement that he did not find demeaning.

43. It is clear from Walkup's testimony that he did not understand nor was he personally involved in the writing of Baskin's annuity check or reimbursement checks, and abdicated to someone else in his office to handle.
44. He did not keep a separate rental account record for the Ashley Street property for the thirty years and has not produced a separate rental accounting. After the installment contract on Ashley Street, he has not kept or produced the loan payments. He did not know how far behind the loan payments were.
45. Walkup agreed that Baskin has needed twenty-four (24) hour seven (7) days a week care since approximately 2015, but did not provide that care, saying that Baskin did not want that much care. At the time this lawsuit was instigated, he was paying for forty-two (42) hours per week. During his testimony, he agreed to provide more care than he had provided for her.
46. At the time of this lawsuit, Moseley was providing care without pay because Walkup has refused to pay her.
47. Walkup wanted Baskin to move to a nursing home and she refused.
48. Walkup believes that Baskin has resented him from the beginning of the Trust in 1990 and has intentionally acted to ruin his reputation by lies and false allegations. Walkup has allowed his concerns about his reputation as a professional investment manager or advisor to stand in the way of being an objective fiduciary for Baskin.
49. Walkup has been asked to resign on many occasions and has refused to do so, again letting what he describes as his commitment to the request of Eldridge Baskin stand in the way of what is best for the Trust and Baskin.
50. Walkup took control of Baskin's person by controlling her money and her care. He assumed the role of a Guardian in many aspects.
51. There remain unresolved allegations of a physical assault by Walkup on Baskin surrounding Walkup's decision to move Baskin to a nursing home and her refusal to comply and a separate lawsuit Baskin commenced against Walkup in Richland County Circuit Court between about that allegation.
52. In addition, Walkup as Trustee commenced a separate lawsuit in Lexington County on June 20, 2022, against Weatherly and Moseley individually for interfering with the Trust, unduly influencing Baskin, and defaming Walkup as Trustee, among other causes. Walkup had no authority at the time he filed this lawsuit to act for the Trust due to his restraint and suspension pursuant to the Temporary Settlement Agreement. On October 29, 2021, this was again ruled on and affirmed as the non-judicial settlement agreement pursuant to S.C. Code Ann. § 62-7-111 by way of an Order Regarding Emergency Hearing after Walkup threatened to stop paying Baskin from the Trust pursuant to this Agreement. This statute provides that interested persons may enter into binding non-judicial settlement agreements with respect to directing a trustee to perform or refrain from performing an administrative act, or to grant to a trustee a necessary or desirable administrative power. S.C. Code Ann. § 62-7-111(b)(2). The parties participated in reaching the Temporary Settlement Agreement and it was approved by this court. See S.C. Code Ann. § 62-7-111(c).
53. Walkup has refused to work with Moseley, Baskin's health care and financial power of attorney since 2017 and this is not sustainable or reasonable.
54. Walkup has performed and committed serious breaches of his fiduciary duties as documented specifically above in these findings of fact and below under certain categories of law differentiated.

Motion for Emails and Text Messages between Moseley and Weatherly

This matter has been ruled on by separate Order dated August 4, 2022. In an effort to clarify the record, during the initial trial of this matter in January of 2021, this court stated on the record that certain emails and texts would be turned over to Walkup with certain permitted redactions. After the temporary settlement of this matter, this issue was not officially resolved. The Motion was officially ruled on in a prior written Order dated August 4, 2022, which was a reversal of the ruling on the record in January of

2021. This court has reviewed the documents in question and finds that the communications are between Ms. Moseley as the attorney in fact or Agent for Ms. Baskin under her Power of Attorney and the attorney for Ms. Baskin and therefore are privileged and protected. An Agent under a power of attorney is the alter ego of the principal. *Bennett v. Carter*, 421 SC 374, 807 S.E.2d 197 (2017). Ms. Baskin has the privilege and has asserted the privilege and therefore releasing these communications to the Defendant would violate the privilege. Therefore, the Motion to Compel, as to the texts and emails between Michele Moseley, as Agent or Attorney In Fact for Jane E. Baskin, and W. Alex Weatherly, Jr., personal attorney for Jane E. Baskin, at that time, was denied.

Undue Influence

Walkup added the defense of undue influence to his Supplemental or Second Amended Answer and Counterclaim filed on August 4, 2022. This was with the consent of Baskin's counsel. Walkup alleges that Baskin is being unduly influenced by Moseley and others. Walkup has not presented any evidence of undue influence by Moseley or anyone else associated with Baskin's legal team, support system, caregivers. Baskin has testified at her deposition, the trial in January of 2021 and again called to testify by Walkup in the August 2022 trial. She has testified with certainty, clarity, and her testimony has remained unchanged and logically consistent.

Application of the 2014 South Carolina Trust Code to the 1990 Trust

The 2014 South Carolina Trust Code (SCTC) was enacted in 2013 by Act Number 100, which took effect January 1, 2014. The SCTC applies to all Trusts created before, on, or after the effective date.

Pursuant to S.C. Code Ann. § 62-7-102, the SCTC applies to this Trust.

Pursuant to S.C. Code Ann. § 62-7-105, except as expressly provided in the Trust, the following are mandatory rules:

“(2) the duty of a Trustee to act in good faith and in accordance with the purposes of the Trust;”

“(11) the power of the court to take such action and exercise such jurisdiction as may be necessary in the interests of justice”.

Pursuant to S.C. Code Ann. § 62-7-201 (a) “Subject to the provisions of Section 62-1-302(d), the probate court has exclusive jurisdiction of proceedings initiated by interested parties concerning the internal affairs of Trusts. These proceedings must be formal as defined by Section 62-1-201(17).... Proceedings that may be maintained pursuant to this section are those concerning the administration and distribution of Trusts, the declaration of rights, and the determination of other matters involving Trustees and beneficiaries of Trusts. These include, but are not limited to, proceedings to: (4) appoint or remove a Trustee.”

This court has the statutory authority to remove Walkup as Trustee.

Statute of Limitations

Walkup argues that S.C. Code Ann. § 62-7-1005 bars this action. Pursuant to (a) “...a beneficiary may not commence a proceeding against a Trustee for breach of Trust more than one year after the date the beneficiary or a representative of the beneficiary was sent a report that adequately disclosed the existence of a potential claim for breach of Trust.”

Walkup argues that on October 6, 2018, Walkup's former counsel, Benjamin Bruner, provided Baskin's counsel with a three-year accounting beginning August 2015, 2016, 2017, and a partial of 2018. Walkup argues these accountings disclosed all necessary financial information to determine if Baskin had any

claim against Walkup. Walkup argues that these accountings were never challenged and were acceptable to Baskin. Walkup relied on the statement of Mr. Bruner that during his in-person meetings, phone calls, letters, and e-mails with Mr. Weatherly, all of the documents and information that were requested of Walkup by Weatherly, on behalf of Ms. Baskin, were provided to Weatherly.

The Summons and Complaint for Accounting and Removal were filed on July 16, 2020, which Walkup argues was past the one-year time that would have been October 6, 2019. While the Summons and Complaint were clearly filed after the one-year statute of limitations, that limitation would only apply if this court found that the reports or accountings were adequate to disclose the existence of a potential breach. The reportings of Walkup through Mr. Bruner began after a demand letter from Weatherly dated March 29, 2017.

The reportings of May 4, 2017 include the following:

1. The personal Federal and State Tax Returns for Baskin for 2013 through 2016. It should be noted that these were prepared by Walkup's in house CPA at Walkup's direction. These are not at all helpful for a beneficiary to evaluate Trust activity.
2. Typed activity of the Trust Account at Wells Fargo from 4-1-16 through 4-7-17, typed activity of the Columbia Cash Reserve account for the Trust and Baskin for the approximate same time period. Walkup testified that someone in his office prepared this. What is obviously and painfully missing are the bank account statements, the investment account statements or any other invoices, paid receipts, or supporting documentation, along with a full disclosure of Trust fees and management fees charged and paid since 1990. No summary of any of the above was ever provided to Baskin.

The reportings of October 6, 2018 include the following:

1. Documents titled Balance Sheet for 2017 and Analysis of Income and Distributions for 2015, 2016, 2017. Walkup testified that someone in his office prepared these reports. They are incomplete and contain opinion comments. These reports are not helpful and not complete and have no supporting documentation.
3. QuickBooks reports for 2015-2017 for the Wells Fargo account and Columbia Cash Reserve accounts. Walkup testified that someone in his office prepared these reports. Again, obviously and painfully missing are the bank account statements, the investment account statements or any other invoices, paid receipts, or supporting documentation. This is extrapolated information from something. A beneficiary is entitled to the something, especially when that beneficiary is the only beneficiary and that beneficiary has been asking for the last 2 years at least.
2. Federal and State tax returns for 2015-2017 for the Trust. While this is helpful it is not enough.

What is also missing are Walkup's disclosures of all other fees he receives from his investments with and for the Trust money. This was only disclosed during discovery after the lawsuit was filed.

What is also missing are any reportings about the income and expenses, in detail, of the rental property.

In support of the request for dismissal under the statute of limitations argument, Walkup references Mr. Bruner's letter dated October 6, 2018, but by all parties agreement should have been dated as February of 2019 as it was mailed in or around that time frame, where Mr. Bruner gives Weatherly a 10 day deadline to respond to the Trust reportings or they will be deemed adequate. **This is not something that has any legal effect on the statute of limitations.** Walkup remained under a duty to report and an even higher duty to be transparent because so many concerns had been raised and so many questions had been asked. Lost on Walkup and Mr. Bruner was that this duty to report was a recurring, important and annual duty, not a "one and done". Baskin was not required to demand her reportings every year to get them. Therefore, in October of 2019, without the need for demands or prompting, Walkup should have produced another annual accounting. This did not happen. It did not happen again until this court required him to report in October of 2020.

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On May 13, 2019, Weatherly again writes Mr. Bruner requesting more information and explanation. It should also be noted that during this time frame, Walkup is making demands on Baskin for information, notably asking for a budget to comply with additional disbursement requests, which was quickly provided by Weatherly as an attachment in this May 2019 letter.

As late as December of 2019, Weatherly writes to Mr. Bruner in an effort to facilitate a path forward by negotiating an exchange of information and asking for more money for care for Baskin.

To date, this court is concerned about the transparency and completeness of Walkup's reportings. Walkup testified that he may have some records from the earlier years of this Trust but Walkup has not provided what could be considered a reporting or accounting from 1990 through 2015. What has been provided from approximately 2015 through 2020 remains inadequate. The way the money has been invested, the way he maintained his records, and the way he managed the money, combine to obscure and create grave difficulty in extracting information with supportive proof without Walkup and Associates reporting the entire Equity 95 and Columbia Cash Reserve bank records which include potentially 99 other people or entities monies.

Therefore, it is clear that the statute of limitations does not barr this action and the reportings have not been adequate.

Removal of Trustee

Pursuant to S.C. Code Ann. § 62-7-706 (b) The court may remove a Trustee if:

- (1) the Trustee has committed a serious breach of Trust;
- (2) lack of cooperation among co-Trustees substantially impairs the administration of the Trust;
- (3) because of unfitness, unwillingness, or persistent failure of the Trustee to administer the Trust effectively, the court determines that removal of the Trustee best serves the interests of the beneficiaries; or
- (4) there has been a substantial change of circumstances or removal is requested by all of the qualified beneficiaries, the court finds that removal of the Trustee best serves the interests of all of the beneficiaries and is not inconsistent with a material purpose of the Trust, and a suitable co-Trustee or successor Trustee is available.

Pursuant to S.C. Code Ann. § 62-7-103 (24) "Serious breach of Trust" means either: a single act that causes significant harm or involves flagrant misconduct, or a series of smaller breaches, none of which individually justify removal when considered alone, but which do so when considered together.

Pursuant to S.C. Code Ann. § 62-7-103 (12) "Qualified beneficiary" means a living beneficiary who, on the date the beneficiary's qualification is determined:

- (A) is a distributee or permissible distributee of Trust income or principal;
- (B) would be a distributee or permissible distributee of Trust income or principal if the interests of the distributees described in subparagraph (A) terminated on that date, but the termination of those interests would not cause the Trust to terminate; or
- (C) would be a distributee or permissible distributee of Trust income or principal if the Trust terminated on that date.

Pursuant to S.C. Code Ann. § 62-7-103 (21) and (25) "Distributee" means any person who receives property of a Trust from a Trustee, other than as creditor or purchaser. "Permissible distributee" means any person who or which on the date of qualification as a beneficiary is eligible to receive current distributions of property of a Trust from a Trustee, other than as a creditor or purchaser.

Baskin is the qualified beneficiary and is a distributee.

Pursuant to S.C. Code Ann. § 62-7-103 (7) "Interests of the beneficiaries" means the beneficial interests provided in the terms of the Trust. The Reporters's Comment amplifies as follows: The term "interests of the beneficiaries" means the beneficial interests provided in the terms of the Trust, not as defined by the beneficiaries.

The interest defined by the Trust was the care of Baskin.

Pursuant to S.C. Code Ann. § 62-7-1001,

"(a) A violation by a Trustee of a duty the Trustee owes to a beneficiary is a breach of Trust.

(b) To remedy a breach of Trust that has occurred or may occur, the court may:

- (1) compel the Trustee to perform the Trustee's duties;
- (2) enjoin the Trustee from committing a breach of Trust;
- (3) compel the Trustee to redress a breach of Trust by paying money, restoring property, or other means;
- (4) order a Trustee to account;
- (5) appoint a special fiduciary to take possession of the Trust property and administer the Trust;
- (6) suspend the Trustee;
- (7) remove the Trustee as provided in Section 62-7-706;
- (8) reduce or deny compensation to the Trustee;
- (9) subject to Section 62-7-1012, void an act of the Trustee, impose a lien or a constructive Trust on Trust property, or trace Trust property wrongfully disposed of and recover the property or its proceeds; or
- (10) order any other appropriate relief."

Walkup was required to account with transparency, documentation, and clarity for the benefit of Baskin.

Weatherly was and is appointed by this court as Special Fiduciary or Special Trustee.

Walkup was suspended and restrained by his own agreement as of January 6, 2021 pursuant to the Temporary Settlement Order.

As of January 6, 2021, Walkup had no authority over the Trust or as the Trustee other than management of the money for investment purposes and tax reporting responsibility for the caregivers.

Walkup remains suspended from acting as Trustee with the exception of all necessary action to transfer the responsibilities and documents to Weatherly.

Walkup is immediately removed as Trustee.

Walkup is not allowed to charge Trustee fees for 2021 and 2022 and is immediately required to disgorge and repay any fees he has paid himself as Trustee for this time-period.

Duties of the Trustee

The Trust grants Walkup broad discretion. Applicable to every Trustee is the duty to administer the Trust in good faith and loyalty to the beneficiary or beneficiaries. The duty that Walkup owed is the duty to Baskin.

Pursuant to S.C. Code Ann. § 62-7-810, Walkup was responsible for keeping adequate records of his administration. Walkup was required to keep the Trust property separate from his own.

Pursuant to S.C. Code Ann. § 62-7-813 (b)

Unless the terms of a Trust expressly provide otherwise, a Trustee who accepts a Trusteeship or undertakes the administration of an irrevocable Trust created on or after the effective date of this article, or of a revocable Trust which becomes irrevocable whether by the death of the settlor or by the terms of the Trust on or after the effective date of this article, shall:

(1) within ninety days after the Trustee accepts a Trusteeship or undertakes administration of an irrevocable Trust or a revocable Trust that has become irrevocable whether by the death of the settlor or by the terms of the Trust, notify the qualified beneficiaries, as defined in Section 62-7-103(12), of:

(A) the existence of the Trust;

(B) the identity of the settlor or settlors;

(C) the Trustee's name, address and telephone number;

(D) the right to request in writing a copy of the Trust instrument; and

(E) the right to request in writing a copy of any Trustee's report described in (c)(1) below;

(2) throughout the administration of the Trust, keep the distributees and the permissible distributees, as defined in Section 62-7-103(21) and (25), reasonably informed about the administration of the Trust and of the material facts necessary for them to protect their interests, provided that the attorney-client privilege between the Trustee and the Trustee's attorney is not violated;

(4) notify the distributees and permissible distributees in advance of any change in the method or rate of the Trustee's compensation; and

(c) Unless the terms of a Trust expressly provide otherwise, a Trustee who accepts a Trusteeship or undertakes the administration of an irrevocable Trust created on or after the effective date of this article, or of a revocable Trust which becomes irrevocable on or after the effective date of this article, shall:

(1) have a continuing duty to:

(A) keep the distributees and permissible distributees, or other qualified beneficiaries who request information in writing, reasonably informed as to the administration of the Trust; and

(B) send annually, and upon the termination of the Trust, a written report of the Trust property which may be in any format which provides the distributees and permissible distributees, or other qualified beneficiaries who have requested in writing, with information necessary to protect their interests. The report may include a copy of the fiduciary income tax return, or copies of bank or brokerage statements, or an informal list of assets and if feasible, the market values of those assets, the liabilities, the receipts and the disbursements, including the source and amount of the Trustee's compensation;

The law to inform and account is a basic responsibility owed from the Trustee to the qualified beneficiary/distributee.

Walkup argues that the duty to report to Baskin as a qualified beneficiary and distributee, as required in the sections above, did not apply to him. This court has addressed this argument in its Denial of Walkup's Motion For Summary Judgment, but will reiterate the points it made then now. While S.C. Code Ann. § 62-7-813 was enacted after the creation of the Baskin Trust, and the requirements are not retroactively effective, a review of South Carolina Law at the time of the Trust's creation makes clear the duty of a Trustee to keep the beneficiaries reasonably informed, which includes providing accountings. This duty has carried through all enactments and revisions of the South Carolina Code. *See, e.g.* S.C. Code Ann § 62-7-303 (1987), superseded by S.C. Code Ann. § 62-7-813 (2005) (part of the Article 7, Uniform Trust Code enactment). Additionally, there has been and is a general common law duty to keep the beneficiaries informed. *See* Restatement (Second) of Trusts Section 173 (1959). Further, this court is a court of equity pursuant to S.C. Code Ann. § 62-7-106, and it is clear that a beneficiary cannot protect their interest without a requirement that the Trustee provide accountings and other documentation for review by beneficiaries.

Article 7 of the 1986 Probate Code, titled Trust Administration in Section 62-7-303 (c), titled Duty to inform and account to beneficiaries, places the duty on the Trustee "that upon reasonable request, a beneficiary is

entitled to a statement of the account of the Trust annually..." This duty continues in the 2005 amendments to the Trust Code in new § 62-7-813 (a) "A Trustee shall keep the qualified beneficiaries of the Trust reasonably informed about the administration of the Trust and of the material facts necessary for them to protect their interests. Unless unreasonable under the circumstances, a Trustee shall promptly respond to a beneficiary's request for information related to the administration of the Trust." (c) A Trustee shall send to the distributees or permissible distributees of Trust income or principal, and to other qualified or nonqualified beneficiaries who request it, at least annually and at the termination of the Trust, a report of Trust property, liabilities, receipts, and disbursements, including the source and amount of the Trustee's compensation, a listing of Trust assets and, if feasible, their respective market values."

Walkup argues a distinction between an Accounting and a Report. While the words may have very specific and different meanings to some, the outcome required is the same. **The beneficiary must receive information adequate to understand clearly to be able to protect their interests. Required for reportings to be sufficient are a list of assets in the Trust, their current value, all income to the Trust, all debts and expenses paid from the Trust, outstanding liabilities of the Trust, and what the Trustee is paying himself to serve as Trustee.**

Walkup argues that he had no duty to provide a report unless asked. Even if this argument is correct, Walkup has a mandatory duty of obtaining and keeping records, reviewing and organizing at least annually in a way that he could provide at the "push of a button" or the "pull of a file", if asked. Additionally, Walkup wore two (2) hats in his involvement with the Trust. He was the Trustee and the financial investor/money manager of Trust assets. Walkup as Trustee would have been under a duty to demand monthly statements from Walkup as the financial investor to monitor the investments and the investor. Walkup as Trustee would have been under a duty to demand annual accountings from Walkup as the financial investor to evaluate the investments, the income available for Baskin, the projections, and the previous year comparisons. At any given moment, Walkup as Trustee should have been able to pull a certain month and year of statements and reportings to be able to generate the report for Baskin.

Baskin did ask for annual reportings in 2008. Walkup's reporting in 2008 was woefully insufficient. Walkup was on notice from then attorney for Baskin Rita Cullum that Walkup's duty to report was an annual requirement. Walkup chose to ignore that admonition and did not report again until 2018, after another demand. The report in 2018 was not sufficient. He did not report again until ordered by this court to do so in October of 2020. Walkup's financial position puts him a place of power over Baskin who has limited resources to spend on attorneys to gain compliance for reporting.

Conflict of Interest

Pursuant to S.C. Code Ann. § 62-7-802 (c) a sale, encumbrance, or other transaction involving the investment or management of Trust property is presumed to be affected by a conflict between personal and fiduciary interests if it is entered into by the Trustee with:

- (1) the Trustee's spouse;
 - (2) the Trustee's descendants, siblings, parents, or their spouses;
 - (3) an agent or attorney of the Trustee;
 - (4) a corporation or other person or enterprise in which the Trustee has such a substantial interest that it might affect the Trustee's best judgment; and
 - (5) a corporation or other person or enterprise which has such a substantial interest in the Trustee that it might affect the Trustee's best judgment.
- (f) an investment by a Trustee in securities of an investment company or investment Trust to which the Trustee, or its affiliate, provides services in a capacity other than as Trustee is not presumed to be affected

by a conflict between personal and fiduciary interests if the investment otherwise complies with the prudent investor rule of Part 9. The Trustee may be compensated by the investment company or investment Trust for providing those services out of fees charged to the Trust if the Trustee at least annually notifies the persons entitled under Section 62-7-813 to receive a copy of the Trustee's annual report of the rate and method by which the compensation was determined.

Walkup has failed to inform Baskin of the fees Walkup charges the Trust for managing the investment entities. Walkup's duty as Trustee to report his fees for investments in companies he owns or has an interest in is a higher duty than the normal accounting/reporting duty by virtue of his several conflicts of interest. Once Walkup invested Baskin Trust money in Equity95 and Columbia Cash Reserve, entities he owned or owned a portion of, he created a presumption of a conflict of interest. The presumption can be overcome by reporting how the funds are invested and what fee or compensation the Trustee is receiving as the investor. Walkup was required to report this to Baskin, at least annually, without being asked. He failed to comply so conflict and the presumption of conflict must be presumed. A conflict Walkup failed to dispel before this litigation began.

Material Purpose

Eldridge Baskin created the Trust for the sole purpose of caring for Baskin. It is also clear that when the Trust was created Eldridge Baskin trusted Walkup to take this responsibility.

Walkup argues that he had a duty to maintain her care for her life, for her entire life, and therefore, had a duty to be frugal. Walkup has maintained that he, while taking care of her basic needs, grew her Trust from the cash value of \$135,000.00 to over \$500,000.00. Walkup has taken the position that Baskin will live another twelve (12) plus years and that at the current budget that allows Baskin to live in her home, the money will be exhausted in thirty-four (34) months. Walkup argues that is why he was very determined that she should be moved to a nursing home where her care can be provided and the costs would be lower. Baskin does not challenge that Walkup has been a good investor and has made lots of money for the Trust. She is determined to stay in her home for as long as she can and this should be supported for as long as it can.

Walkup's removal as Trustee will not undermine the material purpose of the Trust. In fact, the material purpose of caring for Baskin will be better served by someone who can work with Moseley, Baskin's Agent, and Weatherly, Baskin's Special Trustee and personal attorney, without delay, challenge and controversy.

Prudent Investor Rule

Walkup pleads the Prudent Investor Rule found in S.C. Code Ann. § 62-7-933, also known as the Uniform Prudent Investor Act, asserting that Walkup cannot be liable to Baskin if he acted in reasonable reliance on the Trust. Walkup has been evaluated by this court under the prudent investor rule. When the Trust is silent on an issue, one must rely on the entirety of the Trust code then in existence in determining the alleged breaches. The Trust language give broad authority to Walkup.

The Trust does not eliminate the requirement of adequate and reasonable reportings as asked for. The Trust does not authorize Walkup to invest in his own companies without reporting his fees. The Trust does not address how funds should be invested for Baskin's best use. Walkup cannot hide behind the prudent investor rule and fail to do the normal and ordinary duties required by the remainder of the Trust Code.

Statute of Limitations as to claims regarding propriety of investments

Walkup argues that any claims against him regarding the investment or management of Trust property "entered into by the Trustee for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests" is barred under Section 62-7-802(b)(3) because Baskin did not bring her lawsuit within the time allowed by section 62-7-1005 of the South Carolina Code.

As found in the section above entitled Statute of Limitations, the limited reportings noted above do not meet the standards of Trustee reportings. The records provided were incomplete. The records provided did not allow for a full evaluation of Walkup's investments and fees. The reportings were not timely, were not provided without demand and were not transparent.

Estoppel, Waiver or other Equitable Defenses

Walkup has plead the general equitable defenses of estoppel and waiver. These defenses do not apply to this case as a matter of fact or law.

Conclusions

1. Walkup is removed as Trustee for his
 - a. serious breach of Trust;
 - b. because he is no longer fit to administer the Trust effectively;
 - c. because he is unwilling to do what is best for the Trust and Trusts' beneficiary;
 - d. because of his persistent failure to administer the Trust effectively;
 - e. removal of Walkup best serves Baskin;
 - f. there has been a substantial change of circumstances in that the relationship between Walkup and Baskin has deteriorated to a toxic level of litigation;
 - g. removal has been requested by Baskin, the only qualified beneficiary, and removal of Walkup best serves the interests of Baskin and is not inconsistent with a material purpose of the Trust; and a suitable Successor Trustee is immediately available as Weatherly has served as Special Trustee since January of 2021 and Baskin is competent and with the assistance of Weatherly and Moseley can find a replacement Successor Trustee.
2. Walkup remains under a duty to account and report for any activity as Trustee before, during, or after these proceedings to comply with all statutory requirements of transparent disclosure and documentation.
3. Walkup has created an apparent conflict of interest in his investments and remains under a duty to explain how the funds are invested and what compensation he or his companies receive.
4. Walkup is required to work expeditiously with Weatherly for a seamless transfer of Trustee authority and documentation.
5. Baskin, Weatherly, and Moseley may allow Walkup to continue as the financial investor or may move the Trust assets as appropriate.
6. All other findings of fact and conclusions of legal decisions not immediately found in this Conclusion, are found above.

IT IS SO ORDERED.


Amy W. McCulloch
Richland County Probate Judge

August 23, 2022
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

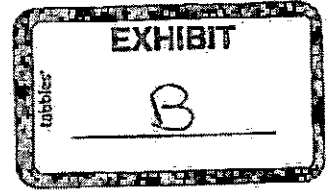
v.

William B. Walkup,.....Appellant

EXHIBIT B

NOTICE OF APPEAL

Order Denying Motion for Recusal filed April 28, 2022
("Recusal Order")



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE PROBATE COURT
CASE NO. 2020-GC-40-00072

JANE E. BASKIN,)
Petitioner,)
vs.)
WILLIAM B. WALKUP,)
Respondent.)

ORDER DENYING MOTION FOR RECUSAL

THIS MATTER COMES BEFORE THE COURT upon a Motion for Recusal filed on November 19, 2021, by attorney Thornwell F. Sowell, III, on behalf of Respondent, William B. Walkup. Respondent requests that this Court recuse itself from any further proceedings, citing two instances where Respondent felt that this Court had prejudged the case and has not and will not receive a fair and impartial determination of the merits of this case. The first instance is on July 27, 2021, when the Court requested a proposed order from the Petitioner for temporary attorneys' fees and costs. The second instance is regarding a conversation in chambers on October 12, 2021, with the attorneys of records, when attorneys Sowell and Durant for Respondent remember that this Court stated that attorneys' fees and costs would be awarded to the Petitioner. Respondent cites violations of Cannons 2(A) and 3(E)(1)(a), Rule 501, SCACR.

A hearing on the matter was held on February 17, 2022. Present at the hearing were Petitioner, Jane E. Baskin, and her attorney Richard C. Detwiler; attorneys for Respondent, Thornwell F. Sowell, III, and Bess DuRant; and Agent under Power of Attorney for Jane E. Baskin, Michelle Mosely. Subsequent to the hearing, attorneys Sowell and DuRant submitted Affidavits to the Court in support of the Motion for Recusal, and attorney Detwiler and Special Trustee and attorney Alex Weatherly, Jr. submitted Affidavits in reply.

This matter began as a Complaint filed by the Petitioner on July 20, 2020, requesting that Respondent be removed as Trustee of the Trust established by Eldridge Baskin for the Petitioner's benefit, as well as for an accounting of all Trust property, income, debts, and expenses. Eldridge Baskin, who died on September 21, 1990, is the father of Jane Baskin, a single woman aged 76 with a serious and permanent physical disability since her childhood. The

Trust was established by the Will of Eldridge Baskin and named Respondent, a second cousin of Jane Baskin and professional financial advisor and investor, as her Trustee. Respondent has served as her Trustee since 1990. Respondent is now 81 years old.

The trial on the Complaint was held on January 4 - 6, 2021. After the Petitioner rested her case and after Respondent's direct and cross examination testimony, the parties entered into a Temporary Settlement Agreement ("Agreement") on January 6, 2021. The parties agreed, amongst other things, on set a budget for Petitioner, to appoint attorney Weatherly as Special Trustee, and to allow Respondent to continue as the financial investor for the Trust funds. The Agreement stated that, "[t]he litigation in this matter is stayed and all issues not decided are held in abeyance with full reservation of rights in regards to litigation, including the issue of attorneys' fees."

Respondent's counsel was clear on the record that they wished to reserve the right to present further evidence in the matter at a later date in a continuation of the trial through the testimony of the following witnesses: Julian W. Walker, Jr., Sinclair Lewis, Albert L. Moses, Clarence E. Kanipe, Jr., Captain Louis Edward Spradlin, Anne Webster, and Katherine Parr. Respondent's counsel further wished to offer the deposition of Dr. Frampton Henderson and potentially introduce the report from the Guardian ad Litem.

It is important to note that before the trial began, this Court was in possession of and had clearly read the Affidavits of the above listed potential witnesses, as they were filed with the Court on December 18, 2020 as a part of Respondent's Motion for Summary Judgment, attached to this Order as **Exhibit A**. Before the trial began, this Court was in possession of and had clearly read the report of the Guardian ad Litem as the Court appointed this person and the report was filed on November 30, 2020, attached to this Order as **Exhibit B**. Before the trial began, this Court was in possession of and had reviewed the medical records from Dr. Frampton Henderson as they were presented to the Court for in camera review on November 17, 2020 and were agreed upon as Item 39 of the Joint Trial Exhibits in the January 2021 trial, attached to this Order as **Exhibit C**. It is also important to note that on several occasions since the Temporary Settlement Agreement, the attorneys have stipulated that the conclusion of Respondent's case could be submitted based on the Affidavits already a part of the file.

The hope and intention was that the Temporary Settlement Agreement, attached to this Order as **Exhibit D**, would resolve all matters of contention between the parties and allow for a

resolution without further litigation. In this Agreement, the parties were required to report the progress of the Agreement to the Court by July 16, 2021. Mr. Weatherly provided updates on the Petitioner and regular Accountings to the Court. Neither Respondent nor his counsel filed or communicated any disagreements or concerns about the Agreement by the progress report deadline nor did they request the trial to be re-scheduled.

On February 12, 2021, Petitioner filed a Petition for Temporary Attorneys' Fees and Costs with the Court asking for approval of a temporary payment of fees and costs for Petitioner from the Trust. This Petition was hand delivered to Respondent's attorneys on the same date. Respondent's attorneys did not file a response or opposition to the Petition for Temporary Attorneys' Fees and Costs. Mr. Detwiler emailed the Judicial Law Clerk and Clerk of Court on March 8 and March 11, 2021, inquiring about the status of the Petition and each time copied Bess Durant. The Court is not aware if she responded to those emails but the file does not contain any response.

On July 27, 2021, approximately five months after the filing of the Petition, believing that the Petition was uncontested and that the Temporary Agreement was working well, having heard nothing to the contrary, the Clerk of Court for the Richland County Probate Court in an administrative act, sent an email that included all attorneys involved that asked Petitioner's counsel to prepare a proposed Order, attached to this Order as Exhibit E. Respondent's attorneys immediately opposed the request and promptly filed a memo opposing any attorneys' fees and costs. This Court has yet to award any attorneys' fees and costs for Petitioner in this matter.

On July 27, 2021, Petitioner's counsel filed a Notice of Motion and Motion to Amend Temporary Settlement Agreement, seeking to increase Petitioner's monthly budget due to Petitioner's need for additional care.

On August 5, 2021, Respondent's counsel filed a Memorandum in Opposition to the Petition for Attorneys' Fees and Costs, questioning the Accounting and requesting a status conference.

A Zoom status conference was then scheduled in the matter for October 12, 2021. Participating in the Zoom status conference were attorneys Detwiler and Weatherly for the Petitioner and attorneys Sowell and Durant for Respondent. At this status conference, attorney Sowell stated that Respondent and Respondent's counsel denied that the Agreement was still in

effect and indicated that no further payments would be made to the Special Trustee, prompting this Court to hold an in person emergency hearing in the matter on the same day.

Present at the emergency hearing on October 12, 2021 were Respondent and his counsel, attorneys Sowell and Durant; attorney Detwiler, as counsel for the Petitioner; and attorney Weatherly, as counsel for the Petitioner and Special Trustee. A copy of the Transcript from this hearing is attached as Exhibit F.

During the course of this hearing, Respondent and his counsel were focused on the position that the Agreement was no longer in affect and the Respondent's need to reconvene the trial in the matter in order to show further evidence in support of Respondent's position, primarily focused on his reputation and character, as evidenced by attorney Durant's statement:

Ms. Durant: [Mr. Walkup] wants to tell you his side of the story as soon as possible. He feels his name's been dragged through the mud, he wants to make you sure that he is not the person that he is alleged to be.

Later in the hearing, Respondent stated the following:

Mr. Walkup: My next concern is my own well-being. This has been the most difficult situation that I've ever gone through in my life. I wake up every middle of the night, every night, lose sleep. This person has a physical disability and I've card for her and I still care for her and love her, but the reality is she has no conscious about telling false information under oath.

In an effort to clarify Petitioner's position, Mr. Detwiler stated:

Mr. Detwiler: Your Honor, I think I have already made an offer to stipulate that these witnesses are going to testify that Bill Walkup is a fine upstanding person and that he manages money very well, and I don't think anyone is going to dispute that.

Approximately half way through the emergency hearing, Respondent asked the Court directly about attorneys' fees and costs. Respondent's attorneys did not object or interject in the exchange. The following is a portion of the transcribed hearing:

Mr. Walkup: May I ask this question, please?

The Court: Certainly.

Mr. Walkup: Did I understand that there was a request for the fees to be paid by me by these attorneys in July?

Mr. Detwiler: Yes. Absolutely. And I also made a corresponding request that, if not, they be paid by the Trust.

The Court: You and they, with Jane's obvious involvement, can agree to anything different. At the end of the day, at the end of your trial in December, I've got lots of decisions to make. You're giving them all to me to make, unless you agree to something else yourselves, which is the foundation of this agreement. Try this out for a while and see if it can work. I thought it was, wonderfully. So I'm shocked it was over in your mind and you're ready to go back to litigation mode. Nothing great comes of litigation, but you'll get an answer. You remain in control of your own situation, until you give it all to me. But you are in no way going to blow up this temporary agreement based on some aggrieved feelings. And I will put that in an Order as my ruling on your request for the fate of the Temporary Agreement.

Mr. Sowell: I understand, but I reiterate that I think it's already over and I don't really think you have the jurisdiction to do that, but...

The Court: Ok.

Mr. Sowell: Respectfully...

The Court: No, let's go to the Code.

Mr. Sowell: I will...

The Court: No, let's go to the Code.

Mr. Sowell: ...receive your Order.

The Court: Let's go to the Code. 62-7-111. You gave me... You invoked my jurisdiction when this lawsuit was filed and you answered and we had a half of a hearing. You entered into what I can be described as a non-judicial settlement agreement.

Mr. Sowell: I agree with that.

The Court: Ok. In the Reporter's Comments: "While the SCTC..." South Carolina Trust Code...

Mr. Sowell: Temporary settlement agreement. I don't think we entered into a non-judicial settlement agreement. I think we entered into a temporary settlement agreement.

The Court: Mr. Sowell, I don't know what we are doing. I thought we were absolutely, before you interjected your need to argue the temporariness and termination of the settlement agreement, in a very good place, with your client agreeing that he had no problem with the settlement agreement. So, I don't know what we're doing.

Mr. Sowell: I can't help that. I know what I'm doing.

The Court: That sounds insulting.

Mr. Sowell: Well, I can't...

The Court: So, I'm not sure how to receive that either.

Mr. Sowell: I'm just saying that I have to make these arguments, because I believe they are correct. I respect the Court and I will respect the Court's rulings.

The Court: Then give me the Code section that supports your argument and position contrary to what I am trying to accomplish today.

Mr. Sowell: Well, it was not a Court ordered settlement.

The Court: I didn't say it was.

Mr. Sowell: And I understand what you say...

The Court: Why don't you read the Code section with me before we argue further.

Mr. Sowell: I mean, I don't have it so I can't read it. You can read. I can guess... I don't have it.

The Court: Do you not have digital access to the...?

Mr. Sowell: Well, maybe. (To Ms. Durant) Do we? Do we have it? (To the Court) Ok, I'll read it.

The Court: Why don't we take a moment and I'll show it to you in chambers.

Mr. Sowell: Ok.

The parties then met in chambers to allow Mr. Sowell to read the code section about jurisdiction and the Temporary Agreement. A conversation was held in chambers between the Court and all attorneys, where this Court addressed all attorneys about the need to attempt settlement negotiations and the issue of attorneys' fees and costs, expressing this Court's concern that Respondent did not understand that a potential outcome was that he personally could be responsible for the attorneys' fees and costs of Petitioner. Respondent's attorneys were told that if the trial proceeds and Respondent is not successful, this Court will award attorneys' fees and costs for the Petitioner and Respondent may be required to pay all or a portion personally. The issue of the award of attorneys' fees and costs to the Petitioner and whether or not the Trust pays or Respondent pays personally is still an issue to be decided. The emphasis to Mr. Sowell and Ms. Durant in chambers was to require that they make sure that their client understands the potential going forward, as Respondent seemed confused in the courtroom. Any misunderstanding of this statement or its meaning or context can be placed directly on the very contentious nature of the Emergency Hearing.

The attorneys returned to the courtroom and the hearing continued, during which Respondent agreed to the need for Petitioner to have more caregiver time and the need to increase the budget for caregivers and supplies for Petitioner.

On October 29, 2021, this Court issued an Order Regarding Emergency Hearing where the Agreement was amended and the conclusion of the trial on the merits of the matter was scheduled for December 21 and 22, 2021.

Pursuant to Respondent's Motion for Recusal, this Court issued an Order to Stay Proceedings on December 16, 2021, stating that all proceedings and pending motions in this matter were stayed, the conclusion of the trial was continued, and the Temporary Settlement Agreement filed on January 6, 2021, and amended on October 29, 2021, was to stay in place until the Motion for Recusal was resolved.

LAW REGARDING RECUSAL/DISQUALIFICATION

1. "A judge shall respect and comply with the law and shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary." Canon 2(A), CJC, Rule 501, SCACR.
2. "A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instance where the judge has a personal bias or prejudice concerning a party or a party's lawyer, or a personal knowledge of disputed evidentiary facts concerning the proceeding." Canon 3(E)(1)(a), CJC, Rule 501, SCACR.
3. "A judge *shall* hear and decide matters assigned to the judge except those in which disqualification is required." Canon 3(B)(1), CJC, Rule 501, SCACR (emphasis added).
4. "A judge should disqualify himself in a proceeding in which his impartiality might reasonably be questioned, including but not limited to, instances where he has a personal bias or prejudice against a party." *Murphy v. Murphy*, 319 S.C. 324, 461 S.E.2d 39 (1995).
5. "Such bias must stem from an extrajudicial source and result in decisions based on information other than what the judge learned from his participation in the case. It is not enough for a party seeking disqualification to simply allege bias. The party must show some evidence of bias or prejudice." *Roper v. Dynamique Concepts, Inc.*, 316 S.C. 131, 447 S.E.2d 218 (Cl.App.1994)
6. "A judge must exercise sound judicial discretion in determining whether [her] impartiality might reasonably be questioned." *State v. Cheatham*, 349 S.C. 101, 111, 561 S.E.2d 618, 624

(2002).

7. "If there is no evidence of judicial prejudice, a judge's failure to disqualify himself will not be reversed on appeal." *Ellis v. Procter & Gamble Dist. Co.*, 315 S.C. 283, 433 S.E.2d 856 (1993).
8. "In the final analysis, while appellate courts will accord "great weight to the trial judge's assurances of his own impartiality, [they will] find a judge's impartiality might reasonably be questioned when his factual findings are not supported by the record." *Id.* at 285, 433 S.E.2d at 857.
9. In *Shaw v. State*, 276 S.C. 190, 277 S.E.2d 140 (1981) our Supreme Court addressed the authority of a trial judge to resolve a motion for disqualification where he is the subject. The court held:

Our Court has apparently not specifically considered the authority of a judge to resolve a motion for disqualification of which he is the subject. After much consideration of the authorities, we conclude that as a general rule the judge, in determining whether to proceed, must accept as true the factual allegations of a motion to disqualify. However, this does not prevent the judge from exercising his right to consider the legal sufficiency of those facts. (Citations omitted). Additionally, the fair meaning of any remark must be interpreted in the light of the context in which it is uttered in determining whether the remarks show personal bias or prejudice on the part of the judge sufficient to require that he be disqualified. (Citation omitted).

10. "While our Supreme Court has not extensively treated the question of the legal sufficiency of facts necessary to warrant the disqualification of a judge, the federal courts have done so. In the federal arena, the courts have held, as has our Supreme Court, that the alleged bias must be personal as distinguished from judicial." *Davis v. Board of Sch. Comm'rs*, 517 F.2d 1044 (5th Cir.1975); *Roper*, 447 S.E.2d 218.
11. "Likewise, the bias must stem from extrajudicial sources and result in a decision on the merits based on considerations other than what the judge learned from his participation in the case. *Id.* A motion to recuse may not be predicated on the judge's rulings in the case before him or on rulings in a related case, nor on his demonstrated tendency to rule in any particular manner, or on a particular judicial leaning or attitude derived from his experience on the bench." *United States v. Grinnell Corp.*, 384 U.S. 563, 86 S.Ct. 1698, 16 L.Ed.2d 778 (1966); *Berger v. United States*, 255 U.S. 22, 31, 41 S.Ct. 230, 232, 65 L.Ed. 481 (1921).

12. "It is axiomatic that the expectation of a fair and impartial tribunal is a basic tenet of all cherished notions of due process embodied in the United States Constitution." *In re Murchison*, 349 U.S. 133, 75 S.Ct. 623, 99 L.Ed. 942 (1955).
13. "Timeliness is essential to any recusal motion. To be timely, a recusal motion must be made at counsel's first opportunity after discovery of the disqualifying facts." *Davis v. Parkview Apartments*, 409 S.C. 266, 289, 762 S.E.2d 535, 547 (2014) (citing *Duplan Corp v. Milliken, Inc.*, 400 F.Supp. 497, 510 (D.S.C.1975)).

ANALYSIS OF FACTS AND LAW

1. Respondent's basis for recusal, under Canon 2(A) and Canon 3(E)(1)(a), CJC, Rule 501, SCACR, rests on the alleged impropriety of the Court pre-judging the matter to award attorneys' fees and costs before Respondent has had a chance to provide final evidence and rest his case. As stated above, the instances cited by Respondent are the email from the Clerk of Court on July 27, 2021, to Petitioner's counsel to prepare a proposed order granting their Petition for attorneys' fees and costs and a statement made by the Court in chambers to the attorneys during the October 12, 2021, Emergency Hearing, regarding Respondent paying attorneys' fees and costs should the trial continue and the Court rule against him.
2. The email from the Clerk of Court requesting a proposed order was an administrative act and given the surrounding facts at that time, as laid out above, is a normal administrative act. Moving issues along in what appeared to be an uncontested matter is not a sign of bias or prejudice or a prejudging by this Court. No order has been issued.
3. The issue of attorneys' fees and costs is a matter that this Court has jurisdiction to decide. S.C. Code Ann. § 62-7-1004, 1976, as amended, states that "the court, as justice and equity may require, may award costs and expenses, including reasonable attorneys' fees and costs, to any party, to be paid by another party or from the trust that is the subject of the controversy."
4. Additionally, the parties have both plead for an award of attorneys' fees and costs.
5. For this Court to remind any party that attorneys' fees and costs are still an available remedy, should equity or justice so require, is not a matter of bias or prejudice, but what this Court saw as a necessary reminder given the position of the parties at the Emergency Hearing and the confusion exhibited by the Respondent.

6. This Court does not personally know the Petitioner or the Respondent. This Court had no knowledge of the Petitioner or the Respondent, his business, his character, his reputation, or his investment company prior to the Trial.
7. This Court has heard the testimony of Petitioner and Petitioner's three witnesses. This Court has heard the testimony of the Respondent. This Court has read the Affidavits and reports of all known potential witnesses of the Respondent. This Court has reviewed all fifty-two joint court exhibits. In addition to the trial, this Court has held approximately four to five hearings in this matter.
8. This Court has no personal bias or prejudice against Respondent or his counsel and no personal bias or prejudice for the Petitioner or her counsel, the witnesses they have called or intend to call, or the case they are presenting.
9. This Court has made no decision, issued any order, or given any directive based on extrajudicial evidence. To the contrary, all decisions made, orders issued, and directives given are based solely on the voluminous evidence already of record and properly before this Court.
10. Because this Court finds no personal bias or prejudice other than that based on mere conjecture, it is imperative for this Court to hear this matter, whose litigation has been before it since the Petitioner's Complaint was first filed July 20, 2020.

THEREFORE THE COURT ORDERS THE FOLLOWING:

- A. Having reviewed the record of this case and considered the matters before it, the Court finds that recusal should be **DENIED**.
- B. The Temporary Settlement Agreement filed on January 6, 2021, and amended on October 29, 2021, shall remain in place until final judgment.
- C. "[T]he denial of a motion for disqualification is interlocutory and reviewable only after an appeal from final judgment." Simpson v. Simpson, 377 S.C. 519, 660 S.E.2d 274 (Ct. App. 2008) (citing Rogers v. Wilkins, 275 S.C. 28, 29-30, 267 S.E.2d 86, 87 (1980)).
- D. The conclusion of the trial in this matter shall be held on **June 15, 2022, at 12:00P.M.**

IT IS SO ORDERED.

April 28, 2022
Columbia, South Carolina


Amy W. McCulloch, Probate Judge
Richland County Probate Court



EXHIBIT

A

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Jane E. Baskin,

Plaintiff,

vs.

William B. Walkup,

Defendant.

IN THE PROBATE COURT

CASE NO.: 2020-GC-40-72

**AFFIDAVIT OF
JULIAN W. WALKER, JR.**

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY APPEARED BEFORE ME, Julian W. Walker, Jr., sworn deposes and states:

1. I am Julian W. Walker, Jr., and I reside at 4119 Stevens Road in Columbia, South Carolina 29205.
2. I am a member of the South Carolina Bar and a graduate of Duke University Law School.
3. For 23 years I was the trust executive officer at First National Bank of South Carolina, South Carolina National Bank, and Wachovia Trust of South Carolina.
4. This affidavit is presented on behalf of William B. Walkup, as trustee of the Eldridge Baskin Trust.
5. As a predicate for making this affidavit, I have met with Bill Walkup and his attorneys both in person and by telephone. I have reviewed the Last Will and Testament of Eldridge Baskin, which includes the referenced trust, and other documents, correspondence,

pleadings and materials related to the trust, including the transcripts of the depositions of both Jane Baskin and William B. Walkup, and relevant sections of the South Carolina Trust Code.

6. Jane Baskin requests the Court to remove trustee Bill Walkup, relying upon South Carolina Trust Code (SCTC) Sec. 62-7-706, Removal of Trustee. To fully understand and appreciate the meaning of this code section, one must note the meaning of "interests of the beneficiaries" found in SCTC Sec. 62-7-103 (7). "Interests of the beneficiaries" means the beneficial interests provided in the terms of the trust. The REPORTERS'S COMMENT amplifies as follows: The term "interests of the beneficiaries" means the beneficial interests provided in the terms of the trust, not as defined by the beneficiaries.

7. It is my trustee expert opinion that in this case the beneficiary Jane Baskin has attempted to define and determine the beneficial interests of the Eldridge Baskin Trust for her without regard to or respect for her father's intentions regarding those interests expressed in the terms of the trust, including his appointment of William B. Walkup as trustee of the trust.

8. It also is my opinion that the trustee Bill Walkup has administered effectively and efficiently the trust in the best interests of beneficiary Jane Baskin provided by her father in the terms of the trust and has done so for 30 years by bearing in mind the trust language as follows: "the sole purpose of the trust created hereunder being to provide for the well being of Jane E. Baskin so long as she shall live."

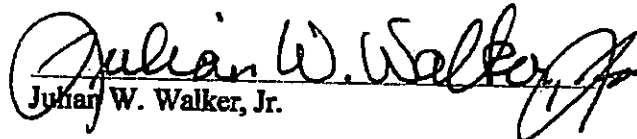
9. It also is my opinion that (1) the trustee's investment and management of the relatively modest assets that originally funded the trust 30 years ago and (2) the trustee's distribution and expense payment disciplines over the same 30 years providing benefits for the beneficiary in the discretion of the trustee deemed by him to be suitable for her then current needs and consistent with the "sole purpose of the trust" resulting in the present significantly

increased value of the trust now sufficient to provide the full-time professional care she needs continuing for the rest of her life — constitutes a truly remarkable administration record for the trustee.

10. It also is my opinion that (1) no evidence can be found of any damages caused by the trustee to the interests of the beneficiary provided in the terms of the trust and the SCTC; (2) even if the Court were to agree with the plaintiff beneficiary that one or more of the alleged acts by the defendant trustee did occur, no single act alone or series of acts together caused any significant harm to the interests of the beneficiary provided in the terms of the trust and the SCTC or thus constituted any flagrant misconduct by the trustee; and (3) since the terms of the trust do not specify the trustee's compensation, the trustee's compensation is and has been reasonable and fair under all of the known circumstances.

11. I am competent to testify to the matters stated herein.

FURTHER HE SAYETH NOT.


Julian W. Walker, Jr.

Sworn this 15 day of December, 2020


Printed Name: Monica Gende
Notary Public for State of South Carolina
My Commission Expires: 9/8/2025

FILED

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Jane E. Baskin,)

Plaintiff,)

vs.)

William B. Walkup,)

Defendant.)

IN THE PROBATE COURT)

CASE NO.: 2020-03-4072)
MYRA H. GULLOCH)
PROBATE JUDGE)
RICHLAND COUNTY, S.C.)

**AFFIDAVIT OF
SINCLAIR LEWIS**

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

PERSONALLY APPEARED BEFORE ME, Sinclair Lewis, who being first duly sworn,
deposes and states:

1. I reside at 508 Holly Creek Drive in Anderson, SC.
2. I was the Senior Minister at Shandon United Methodist Church and minister to William B. Walkup for nine years. I have known Bill Walkup for more than thirty years.
3. When the church's financial manager died in 1994 Bill Walkup was asked to manage the trust funds for the church. When he accepted this challenge, the funds totaled about \$600,000. They now total over \$6,000,000, even though the church spends the income from the trust each year to support the church's annual programs. There have, of course, been contributions and gifts to the funds, but a large part of the increase has come from the growth of the investments that Bill Walkup has selected.
4. Bill Walkup has managed my retirement funds over the past twenty-five (25) years and has done an excellent job. As his minister, and even since, when I have asked him to help people in need, he has always responded positively.

5. I can and do attest that Bill Walkup is a trustworthy person and a caring person who would never intentionally harm anyone.

6. I am competent to testify to the matters stated herein.

FURTHER HE SAYETH NOT.

Sinclair Lewis
Sinclair Lewis

Signed this 12th day of December, 2020

[Signature]
Printed Name: *Sinclair Lewis*
Notary Public for State of South Carolina
My Commission Expires: *2/28/2022*

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Jane E. Baskin,

Plaintiff,

vs.

William B. Walkup,

Defendant.

FILED
IN THE PROBATE COURT

CASE NO. 2019-CP-40-123
FILED OCT 29 2019

AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

AFFIDAVIT OF
ALBERT L. MOSES

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY APPEARED BEFORE ME, Albert L. Moses, who being first duly sworn deposes and states:

1. I am Albert L. Moses, residing at 6449 Goldbranch Road, Columbia, SC, and I am competent to testify to the matters stated herein.

2. I am a retired attorney with forty years of legal experience largely in the field of wills, trusts and probate.

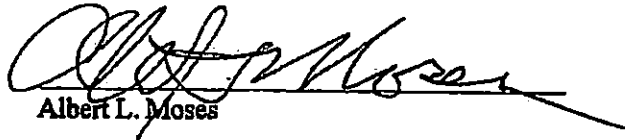
3. I have known Bill Walkup for more than half a century. From time to time, he has been a client of mine and also has referred individuals to me for legal work. In the entire time I have known Bill Walkup I have not heard, known or experienced anything even slightly derogatory about him. To the contrary, he has an excellent reputation for integrity and financial expertise, all of which correspond to my personal experiences with him.

4. The Bill Walkup I know is a kind gentleman.

5. With respect to Jane Baskin, it appears that Bill Walkup's concern about Ms. Baskin's health and safety have interfered with Ms. Baskin's freedom of action and caused her to make ill-founded charges against Bill Walkup. I base this statement upon my review of statements made by Ms. Baskin's cousin Anne Webster and former Power of Attorney Katherine Parr.

6. I am competent to testify to the matters stated herein.

FURTHER HE SAYETH NOT.


Albert L. Moses

Sworn this 10th day of December, 2020

Monica Gende
Printed Name: Monica Gende
Notary Public for State of South Carolina
My Commission Expires: 9/9/2025

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF RICHLAND) CASE NO.: 2020-GC-40-72

Jane E. Baskin,

Plaintiff,

vs.

William B. Walkup,

Defendant.

**AFFIDAVIT OF
CLARENCE E. KANIPE, JR.**

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED BEFORE ME, Clarence E. Kanipa, Jr., who being first duly sworn deposes and states:

1. I am the Senior Pastor of Shandon United Methodist Church, located at 3407 Devine Street, Columbia, South Carolina 29205, where William Baskin Walkup has been a faithful member for 35 years.

2. The record of Mr. Walkup's service to our congregation is long and distinguished. He has been a dedicated leader in Sunday School, worship, and the administrative life of our congregation. One outstanding area of Mr. Walkup's service to Shandon UMC has been as manager of our endowment funds. He has performed this work gratis for over 25 years. His professionalism and trustworthiness in this work have been impeccable.

3. Behind Mr. Walkup's impressive record of service to Shandon UMC is a big heart, a love for people, and a desire to serve. He is a true Christian gentleman in the very best sense of those words and one of the most generous people I've been privileged to know in my 37 years of ministry.

4. I am familiar with the charge of assault and battery against Mr. Walkup. I find it impossible to square that accusation with the character of Mr. Walkup as I have known him. I can say without hesitation that he is as gentle, humble, and kind-hearted a person as I've ever known.

5. I highly commend Mr. Walkup as a person of deep compassion, sincere kindness, and unimpeachable integrity.

6. I am competent to testify to the matters stated herein.

FURTHER HE SAYETH NOT.

Sworn this 9th day of December, 2020

Jennifer J Cox
Printed Name: Jennifer J Cox
Notary Public for State of South Carolina
My Commission Expires: 6/6/2027

Clarence E. Kanipa, Jr.
Clarence E. Kanipa, Jr.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Jane E. Baskin,

Plaintiff,

vs.

William B. Walkup,

Defendant.

IN THE PROBATE COURT

CASE NO.: 2020-GC-40-72

**AFFIDAVIT OF
CAPTAIN LOUIS EDWARD
SPRADLIN**

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY APPEARED BEFORE ME, Louis Edward Spradlin, , who being first duly sworn deposes and states:

1. I am Louis Edward Spradlin, Captain, United States Navy Reserve (Retired), and I reside at 6709 Kaminer Drive in Columbia, South Carolina.

2. I have known William B. Walkup since 1991. I have seen the gentle, caring and personable Bill Walkup in his interactions with persons of a wide variety of cultures and backgrounds. Bill Walkup is one who I cannot believe would harm anyone, much less someone he had accepted personal responsibility for protecting their financial wellbeing.

3. Bill Walkup and I both participated in the Methodist Youth Fellowship mission project to Johns Island every summer, as adult counselors and team leaders for more than twenty years. On the mission trips he was much admired for his skills, his care, and his concern for the MYF clients. He was acknowledged for his tutoring and training for the MYF youth on his team, and I always admired his easy, caring, and courteous manner with the clients and youth.

4. In 1995 I became connected with Bill Walkup through the Shandon United Methodist Church Foundation and Trusts Committee, where Bill was the volunteer investment

manager. In this time frame the Church Trustees formally made Bill Walkup the funds' manager for all foundations and trusts maintained by the church. He has served Shandon in that capacity for more than 26 years. In this time the funds have grown from a value of about \$600,000 to a current value of about \$6,300,000. Some of this growth is from new contributions, but the bulk is from market growth even while the incomes were being spent on the purposes of each fund.

5. In the late 1990's, after knowing Bill Walkup and his integrity for some years through the management of the church funds, I transferred one-half of my IRA to Bill's management. I continue to serve as Chair of the Shandon Investment Managers Committee that oversees Bill Walkup in his management of the Shandon trusts and foundation. Both the church and my personal funds have been successfully managed with the utmost integrity and concern for safety, security, and return. I fully trust Bill Walkup with my financial wellbeing, as well as the Shandon trusts and foundation.

6. Bill Walkup was included in my will as co-trustee of my estate in approximately the year 2000. I am personally aware of his playing that role for others in our church community.

7. This affidavit is based on almost thirty years of personal and professional observations of Bill Walkup. In all of these observations I have never seen him to be anything but a trustworthy gentleman, a gentle caring person, and one who puts aside many personal demands to be of service to others.

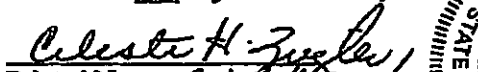
8. I am competent to testify to the matters stated herein.

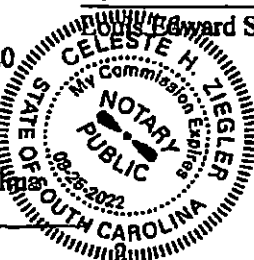
FURTHER HE SAYETH NOT.



Edward Spradlin

Sworn this 10th day of December, 2020


Printed Name: Celeste H. Ziegler
Notary Public for State of South Carolina
My Commission Expires: 7/25/22



STATE OF SOUTH CAROLINA

) IN THE PROBATE COURT

COUNTY OF RICHLAND

) CASE NO.: 2020-GC-40-72

Jane E. Baskin,

) Plaintiff,

vs.

) AFFIDAVIT OF
) ANNE WEBSTER

William B. Walkup,

) Defendant.

STATE OF NORTH CAROLINA

COUNTY OF FORSETH

PERSONALLY APPEARED BEFORE ME, Anne Webster, who being first duly sworn deposes and states:

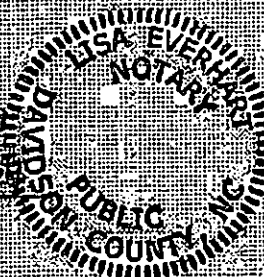
1. I live in Winston-Salem, North Carolina and am first cousin to Jane Baskin.
2. Until 2017 or so I drove to Columbia to pick up Jane and then hosted her for two weeks in my home. In about March of 2017 I had a long discussion with Jane Baskin about charges she had made to Alex Weatherly about Bill Walkup.
3. I specifically addressed each of these charges with Jane, and they all turned out to be untrue. Attached as Exhibit A to this affidavit is my email to Alex Weatherly, dated March 8, 2017, which expresses my concerns about Jane's false memories of situations.
4. I believe Bill Walkup and his staff have done an amazing job of caring for Jane's finances over a thirty year period. Paying all of Jane's bills has been an enormous task while also managing Jane's trust assets to be used for all of the critical care she has needed and will need in the future.
5. I am competent to testify to the matters stated herein.

FURTHER SHE SAYETH NOT.


Anne Webster

Sworn this 10 day of December, 2020

Lisa Everhart
Printed Name: Lisa Everhart
Notary Public for State of North Carolina
My Commission Expires: 4-20-20



On the advice of my attorney W. M. Nair-Tornaw (828-898-9800) I have had this affidavit notarized by stamped seal since that is the only method open to me at this time. In order to get an embossed seal I would have to go into downtown Winston-Salem to the government building, which would be risky for a person of my age in this time of COVID but fruitless since my ordinary NC driver's license is no longer valid ID to admit me.

Anne Webster
12-10-20

EXHIBIT

A

Teresa S. Laverne

From: Alex Weatherly
Sent: Wednesday, March 08, 2017 8:01 PM
To: Teresa S. Laverne
Subject: FW: proposed email

Please print.

From: Anne Webster [mailto:aweb44@att.net]
Sent: Wednesday, March 08, 2017 6:12 PM
To: Bill@Walkup.biz; Alex Weatherly <AlexWeatherly@callsonthego.com>
Subject: proposed email

I talked with you by phone last week about my great concern that Jane's mobility issues now require that she be in an assisted living facility for her own safety and that her inability to handle money wisely in the past (amassing a \$15,000 debt and other smaller ones since then) make having a money manager mandatory. As her cousin who has driven from my home in Winston-Salem to Columbia to get her and then spent two weeks entertaining her at my home twice yearly, I feel I have ample experience to address her physical issues. Since our conversation, I have had a long discussion with Jane about several of the charges she made to you about Bill Walkup's treatment of her and that you communicated to him.

1. That Bill has taken some items from her apartment: When I asked her specifically what was missing, the only thing she could name is a COPY of a check from a land sale that she had turned over to Walkup's assistant Celeste and that is currently represented in his records. Jane "remembered" that she and Pat Watson had made a copy of that check before turning it over and that she had put that copy in a certain drawer. That copy is now missing, and she has jumped to the conclusion that Bill went into her apartment when she wasn't there and took the copy. When I reminded her that she had told me that her cousin Steve took the check to her and then went to Bill's office with her to give him the check, she remembered that this is the way it occurred. It is thoroughly plausible that the copy never existed but certainly ridiculous that a copy of the check would be taken by Bill or any other person. There was NO other item missing from her apartment.
2. That she once had two inches of standing water in her apartment that could lead to mold: Jane laughed at this and said that you, Alex, had got this wrong. She told you about a leak that happened in the apartment above and that resulted in some water that leaked through her kitchen ceiling and down a ceiling light fixture onto her carpet. She told me that she called the apartment manager, who quickly sent maintenance workers to vacuum up the water and set up fans to help dry the area. The 2" of standing water were never in Jane's apartment, nor was there any delay by the maintenance workers in addressing this issue.
3. That Bill hurt her toe while taking her out to the car: Jane originally injured her foot when she fell in her apartment one night, requiring her to call Sheila, who helps her several hours a day, to drive over and get Jane back on her feet. While Jane was immediately aware that she had injured her foot, she did not think it required a medical visit. Several days later she noticed that her toe was hurting and that it was bruised. The first time Jane told me about Bill's hurting her toe, she said that he dragged her out to the car with Sheila watching. Since then I have heard from Bill that both he and Sheila got Jane seated on her walker and rolled her out to the car. She admitted to me that she didn't tell Bill about the fall or the injury that resulted (she never wants him to know she has fallen again, and she obviously had not considered that Sheila would report the incident to Bill) and that he would have no way of knowing about the injury. Bill says that he asked Jane to show him that she could get up from her chair and walk across the floor, and walking may have been painful for her, but that was nothing that she didn't have to do a number of times a day, and it certainly should not support a charge that he injured her.

Baskin 0001

Walkup 00061

4. That Bill is mean to her: Over the years Jane has told this tale to everyone she gets to know. She considers it mean that he won't let her have free access to her trust money, but she never tells them about the credit card debt she allowed to grow to \$15,000 when she had only \$800 per month for discretionary spending or about the other times I have had to bail her out of smaller debt situations. Jane thinks it mean that he stopped her from driving when he felt she was a danger to herself and others. She thinks it mean that told her she needed to clean the clutter from her furniture and floors at a time when "stuff" was piled on all the furniture surfaces and layers of "stuff" covered the floors, leaving only pathways to follow while moving from one room to another. I walked those pathways and even made a special trip to Columbia to try to help her get rid of the mess, only to find that she wouldn't let me get rid of anything but accumulated trash.

Please recognize that when Jane gets terribly upset, she makes charges the way a child does, without realizing that facts will not back her up. Sometimes she has false memories of situations. At other times she lies to support her agenda. That this behavior comes from a person who elicits sympathy because of her physical condition often obfuscates the truth of the issue. People tend to believe her precisely because she is someone they don't suspect of any capability of misbehavior; therefore, she has friends in Columbia and a whole church congregation trying to protect her, this made possible because they know only what she tells them and see no reason to doubt her. Keeping these supporters ignorant of the whole situation has been Jane's m.o. for years. It works well for her, unfortunately.

I have explained to Jane that falsely accusing someone of theft and making unsubstantiated charges seriously damages her own credibility and makes your job as her lawyer more difficult. I want Jane located in a safe environment that will give her the opportunity to pursue her many interests, but I will not support her misrepresenting facts to achieve her goal.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Jane R. Baskin,

Plaintiff,

vs.

William B. Walkup,

Defendant.

IN THE PROBATE COURT

CASE NO. 2020-GC-49-72

FILED

2020 DEC 18 P. 12:43

AFFIDAVIT OF
KATHERINE PARR

STATE OF NORTH CAROLINA

COUNTY OF Guilford

PERSONALLY APPEARED BEFORE ME, Katherine Parr, who being first duly sworn
deposes and states:

1. I am a resident of North Carolina and the former Power of Attorney for Jane Baskin until my Power was superseded by Michele Moseley's Power in February 2017. I was not informed in advance that Ms. Moseley was going to replace me as Jane's Power of Attorney.

2. In my experience with Jane, when I held her Power of Attorney, Jane Baskin did not always appreciate or understand what was best for her. Anne Webster and I have long believed that Jane needs more assistance than she receives because she has fallen so many times it is a wonder that she has not been seriously hurt.

3. As far as the financial aspect, Jane has no real concern of her finances and does not think long-term.

4. I expressed these concerns to Alex Westberry and Bill Walkup in April 2017.

5. I am competent to testify to the matters stated herein.

FURTHER SHE SAYETH NOE

Katherine Parr

Katherine Parr

Sworn this 14th day of December, 2020.

Courtney L Campbell
Printed Name: Courtney L Campbell
Notary Public for State of North Carolina
My Commission Expires: 07/20/2025

COURTNEY L CAMPBELL
Notary Public
GUILFORD COUNTY, NC
My Commission Expires: 7/20/25

EXHIBIT

B

Senior Matters

FILED
NOV 30 2020
RICHLAND COUNTY
PROBATE COURT

CE

October 19, 2020

Guardian Ad Litem Report

Ward: Jane E. Baskin, Case Number 2020-GC-40-00072

Guardian Ad Litem: Michelle Nunn, Senior Matters

This report summarizes current needs of Jane E. Baskin and makes recommendations, pursuant to the order from the Court dated October 23, 2020.

Interviews conducted:

1. 10/28/20: Jane E. Baskin at 200 Atrium Way, Columbia, SC 29223
2. 10/28/20: Jenny Vega (paid caregiver) at 200 Atrium Way, Columbia, SC 29223
3. 11/2/20: Michele Mason (non-paid caregiver) via telephone
4. 11/10/20: William Walkup (Trustee) via telephone
5. 11/12/20: Ron Callahan (home improvement contractor) via telephone

Reviews and evaluations:

1. Medical Records – Providence Family Practice
2. Property evaluations of 200 Atrium Way, Columbia SC 29223 and 316 Summerlea Drive, Columbia SC 29203
3. Blueprint, and renovation estimate – Callahan Enterprises, LLC.
4. Budget Report – Jane E. Baskin & William Walkup

Facts:

Jane E. Baskin is a seventy-four-year old Caucasian female who resides alone with her small dog "Lambchop" in an apartment complex at 200 Atrium Way, Columbia, SC 29223. She has cerebral palsy with severe dystonia.

The 2-bedroom, 1-bathroom, roughly 1100 square foot apartment has an open living area, dining room, kitchen, and an enclosed patio. The hallway and doorways are narrow. There is only one entryway into the home. The apartment is purportedly handicap accessible, but the limited provisions only include a grab bar the length of the hallway and a portable shower chair. The apartment does not meet her level of need or accommodate her disability. She needs a handicap accessible bathroom, wide hallways, and a handicap accessible entry/exit, but this apartment affords none of these requirements.

According to Ms. Baskin, she has a certified nursing assistant (Jenny Vega) paid by the trustee. Ms. Vega's schedule at Ms. Baskin's home is Monday through Friday 9:00am to 1:00pm, and Monday and Tuesday evenings 5:00pm to 7:00pm. She dresses Ms. Baskin for the day, prepares meals, does light housekeeping, and walks the dog. Ms. Vega submits her hours worked to Mr. Walkup and she is paid \$15 per hour. Additionally, Ms. Baskin stated that

Michele Moseley has provided assistance Saturday and Sunday from 5:00pm to 11:00pm for the past two years but does not receive compensation.

Ms. Baskin requires supervision 24 hours per day, 7 days per week because it is unsafe for her to be left alone. If there was an emergency, Ms. Baskin could not react quickly and remove herself and her pet from the apartment. She cannot walk independently. She is a high fall risk and needs constant hands-on assistance. She is dependent on others for transportation, grocery shopping, and meal preparation.

Other observations and statements:

Ms. Baskin wants to be more involved in communication and decisions regarding her finances and living arrangements. Her financial concerns include insufficient monthly funds to cover necessities like food, incontinence supplies, household products, medication, clothing, veterinary expenses, medical equipment, or entertainment.

Regarding living arrangements, per Mr. Walkup, he holds 51% ownership of the apartment complex Mr. Baskins currently lives in. Her desire is to move back into the family home she grew up in on Summerlea Drive and make it handicap accessible. Renovations are underway, but Ms. Baskins had to borrow \$30,000 from a church member/friend to pay for them.

Ms. Baskin and Mr. Walkup (Trustee) appear not to be on good terms. According to Ms. Baskin, she currently refuses to see Mr. Walkup under any circumstances due to her fear of his actions and reactions, and his overall negative behavior.

All parties interviewed state they want what is best for Ms. Baskin, but the GAL is concerned that not all these perspectives comprehensively consider her full range of needs.

Recommendations:

1. Apply for Community Long Term Care services (CLTC) and set up an Income Trust Account for SC Medicaid. This will allow Ms. Baskin to receive waiver services for supplies, medical equipment, and caregiver services in the home.
2. Hire a DHEC-licensed and bonded non-medical home health company of Ms. Baskin's choosing to provide additional hours of supervision beyond CLTC services. This will cover supervision of staff, stability, a care manager, a registered nurse, and assistance with activities of daily living.
3. Release funds from Ms. Baskin's trust to complete the conversion of 316 Summerlea Drive into a fully handicap accessible environment and to repay any monies she has borrowed for this purpose. Callahan Enterprises, LLC is a licensed and bonded company that has brought in different specialty groups to renovate the home. An open floor plan for the area that Ms. Baskin will be utilizing occupies 50% or greater of the home's living space.
4. Hire a licensed home inspector and mold inspector to assess the home prior to move in.
5. Provide a life alert pendant with fall detection for emergency medical attention.
6. Provide a custom-fitted wheelchair for mobility and transport due to her inability to walk. She is limited to transferring and pivoting. The rollator walker she currently uses is a high risk for fall due to her unsteady gait.
7. Incorporate physical and occupational therapy into daily activities to increase her endurance and strength.

8. Ms. Baskin states her father was a World War II veteran so she may be eligible for Aid & Attendance Benefit through the Veteran's Administration. Obtain a copy of father's DD-214 to determine eligibility and apply for benefit.
9. Hire a professional fiduciary service provider to serve as trustee. The professional provider will assist with and provide communication regarding Ms. Baskin's finances, including setting budgets and paying bills.
10. Establish a monthly budget for Ms. Baskin with her input. With guidance, she is capable of making decisions that will best meet her needs.

These recommendations are based on information obtained via interviews and additional research. Senior Matters can be relied upon to be responsive to any questions or concerns the Court may have.

Ms. Baskin is a capable woman with a strong desire to improve her quality of life. She is an independent thinker but she recognizes the need for and value of non-conflicted professionals who communicate openly and honestly, with a true sense of partnership.

Submitted, with Respect,



Michelle Nunn – Guardian Ad Litem

Senior Matters

ENTERED NOW

EXHIBIT

C

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone: 803-254-5171 Fax 803-779-7403

October 28, 2020

Available Demographic Information

PATIENT

JANE E BASKIN (DOB: [REDACTED] 1948, F) [REDACTED] 9155 ID: 1251
200 ATRIUM WAY
COLUMBIA, SC 29223
(803) 354-2580
Cell: (803) 354-2580

OTHER

Race: White
Ethnicity: Not Hispanic or Latino
Language Preference: English

INSURANCE INFORMATION

Medicare of South Carolina / Palmetto / Medicare of South Carolina / Palmetto (Primary)
ID #: 6RE3AD2FG17

Group #:
Usual Copay: 0.00
P O Box 100180
Palmetto gba A675
Columbia, SC, 29202-
(888) 414-8592
Notes:

Blue Cross and Blue Shield South Carolina FEP / Blue Cross and Blue Shield South Carolina FEP (Secondary)

ID #: R58098435
Group #: 104
Usual Copay: 0.00
PO Box 800801
Columbia, SC, 29280-
(888) 830-2346
Notes:

EXHIBIT

39

Amazing Charts

Printed By: Shawnta Burris, MEDICAL RECORDS 10/28/2020 9:25:30 AM

The information on this page is CONFIDENTIAL. Any release of this information requires the expressed written authorization of the patient listed above.

Page 1 of 1

Henderson 00001

Providence Family Practice
115 Blamney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

Monday, Aug 24 2020

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: P/U and wax in both ears

History of Present Illness: 74-year-old lady who comes in today for a six-month recheck. She has a history of severe cerebral palsy with hyper toe necessity.

Review of Systems: Patient has chronic neck pain and has distortion of her neck. She has had surgery past but this did not do much for her pain and spasm. She has had some wax in her ears recently. She had abdominal pain at the end of last week and then some on Sunday. She had a little bit this m but is less than it was. She said was pre severe when she had the pain. She had no fever chills an dysuria. She has some chronic constipation. This is no worse than usual. She is nonambulatory. She is in today with her caregiver. The caregiver says she is under lot of s because there is a lawsuit going on about foods to be her custodian. past medical history and medication reviewed with the patient.

Past Medical History: Cerebral palsy with severe dystonia
Cervical cord compression from spondylolisthesis. myelopathy
Surgery and reconstruction in 2003.
Osteoporosis
anemia ----
hyperlipidemia
DT immunization 2007.
S. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor

Medications: 1) butalbital/acetaminophen/caffeine 50 mg-325 mg-40 mg oral tablet, 1 qid prn
2) cefuroxime 500 mg oral tablet, Take 1 tablet by mouth 2 times a Day
3) cervical collar, pt with severe cervicel spine disease and down turning head needs support
4) clobetasol 0.05% topical cream, use bid on rash
5) desonide ointment 0.05%, use bid prn
6) Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
7) Fioricet oral tablet, One tablet four times a day prn
8) hydrocodone-bomatropine 5 mg-1.5 mg/5 mL oral syrup, 5 ml po q 4H prn cough
9) Tums 500 mg oral tablet, chewable

Physical Examination: BP: 134/80 Pulse: 85 Temp: 97.5F

Patient is alert and pleasant. She has severe torticollis of the neck. She has old surgical scars
Extremities with spasticity. There is cerumen impaction in both ears. Heart regular rhythm no murmur
gallop. Lungs are clear. Abdomen is soft. Exam was done in the chair. There are no masses or
organomegaly. Bowel sounds are normal. Legs with no edema. Skin looks good.

Goals:

Health Concerns:

Henderson 00002

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN (■■■■) 1946)

Oct 28, 2020 Wed 09:26 AM

Assessment & Plan:
Abdominal pain
Cerumen impaction
Cerebral palsy with dystonia
History of cervical myelopathy
Anemia
Hyperlipidemia

CBC, CMP, amylase and urinalysis pending.
Referred to ENT for removal of the cerumen impaction.
Continue other meds as prescribed. See me back as needed or 6 months.
Instructions:

(Encounter was coded as:)

Thursday, Feb 13 2020
Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: Medicare Wellness

History of Present Illness: The patient is a 73-year-old lady with a lifelong history of cerebral palsy with severe dystonia. Also a past history of acquired cervical cord compression with myelopathy from spondylolisthesis. She had surgery for this in 2003. She comes in today for her Medicare wellness visit accompanied by her caregiver.

Review of Systems: The annual wellness visit and health risk assessment form is reviewed. The patient denies any acute problems. She did have recent cataract surgery.

Past Medical History: Cerebral palsy with severe dystonia
Cervical cord compression from spondylolisthesis. myelopathy
Surgery and reconstruction in 2003.
Osteoporosis
anemia hyperlipidemia
DT immunization 2007.
S. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor

Medications: 1) butalbital/acetaminophen/caffeine 50 mg-325 mg-40 mg oral tablet, 1 qid prn
2) cervical collar, pt with severe cervical spine disease and down turning head needs support
3) clobetasol 0.05% topical cream, use bid on rash
4) dexamethasone ointment 0.05%, use bid prn
5) Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
6) Floricet oral tablet, One tablet four times a day prn
7) Tylenol 500 mg oral tablet, chewable

Henderson 00003

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Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

Physical Examination: BP: 130/70 Pulse: 92
She is sitting in a wheelchair. She has severe stiffness of the neck and her chin rest almost on her
Extremities with some spasm and some weakness. She is alert and oriented. Heart and lungs are normal.
Affect normal.
PHQ-9 depression screen done in her score is 0.

Goals:

Health Concerns:

Assessment & Plan:
Medicare wellness visit

Cervical myelopathy (G95.9):
Cerebral palsy with dystonia
Recent cataract surgery

Patient refuses a colonoscopy. Actually she physically could not go through the prep because of her
limitations and spasticity. She does declined a colo guard test. She refuses mammograms. She does
want a bone density scan.
She has already done a living will and advanced care directives. She has a durable power of attorney
refuses all immunizations.
I will see her back in 6 months.
Instructions:

(Encounter was coded as:)

Thursday, Nov 7 2019
Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: f/u refills

History of Present Illness: PATIENT IS IN FOR FOLLOW-UP ON HER CEREBRAL PALSY WITH DYSTONIA
AND HER SEVERE CERVICAL ARTHRITIS AND DO DEFORMITY. She is in with her caregiver.

Review of Systems: The patient says that her neck is bother her more. She says she wants a neck brace
leg brace.

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. myelopathy
Surgery and reconstruction in 2003.
3. Osteoporosis
4 anemia
5 hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Henderson 00004

Providence Family Practice
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Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN () 1946)

Oct 28, 2020 Wed 09:26 AM

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor

Medications: 1) butalbital/acetaminophen/caffeine 50 mg-325 mg-40 mg oral tablet, 1 qid prn
2) cervical collar, pt with severe cervical spine disease and down turning head needs support
3) clobetasol 0.05% topical cream, use bid on rash
4) desonide ointment 0.05%, use bid prn
5) Drixol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
6) Fioricet oral tablet, One tablet four times a day prn
7) Tums 500 mg oral tablet, chewable

Physical Examination: BP: 120/80 Pulse: 86
She has a stiff with distorted neck with her chin almost resting on her chest. She cannot lift it.
lift the neck and could not lift it. Par. The patient is alert and oriented. She is sitting in a
can move both legs but they appear weak.

Goals:

Health Concerns:

Assessment & Plan:
Cervical myelopathy (G95.9):
Cervical arthritis
Postop neck surgery
INFANTILE CEREBRAL PALSY UNSPECIFIED (G80.9): Now in adulthood
Dystonia and muscle spasms

Carolina PT for PT and OT evaluation. I told the patient that I did know if braces would help and I
their assistance with this.
and medicare wellness visit and do some labs then.

PROVIDED HM: Colorectal Cancer: Screening
Given: Patient has refused this Decision Support. Patient physically unable to perform this

PROVIDED HM: High Blood Pressure in Adults: Screening
Given: Blood pressure was measured and recorded.
PROVIDED HM: Screening for Breast Cancer with Mammography (age 50-74 years)
Given: Patient has refused this Decision Support.

CLINICAL SUMMARY: Declined by Patient (11/8/2019)
Instructions:

(Encounter was coded as: 99213)

Monday, Jan 7 2019
Full Progress Note signed by Frampton Henderson, MD
Chief Complaint: RX for Neck Brace

Henderson 00005

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JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

for her. They will talk to the local vendor. Total time spent with patient today was 15 min with 90% time spent on counseling and coordinating care. PRESCRIBE: Driedol 50,000 intl units (1.25 mg) capsule, 1 caplet every week, # 4, RF: 12.
PRESCRIBE: cervical collar, pt with severe cervical spine disease and down turning head. needs supp 1, RF: 0.
DISCONTINUE: Valium 5 mg oral tablet One tablet four times a day prn spasticity or anxiety, REASON:
DISCONTINUE: PT consult evaluate and treat, REASON:
DISCONTINUE: light weight transport wheel chair, REASON:
DISCONTINUE: tramadol 50 mg oral tablet 1 po q 8h prn pain, REASON:
DISCONTINUE: Toviaz 4 mg oral tablet, extended release One tablet daily for bladder control, REASON:
DISCONTINUE: Lasix 20 mg oral tablet One tablet BID, REASON:
DISCONTINUE: prednisone 20 mg oral tablet Take 1 tablet by mouth once daily, REASON:

Instructions:

(Encounter was coded as:)

Monday, Nov 13 2017

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: Rash on both legs

History of Present Illness: Patient has had a rash on both legs for about a week. First started on and then spread to the left leg. It itches a lot. It is not anywhere else other than the legs and normal to the left arm. She is in with a caregiver today. Caregiver states that the patient is now new medicine the patient is on is Xyzal and she started this about 6 weeks ago. She is no longer on

Review of Systems: past medical history and medication reviewed with the patient.

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. myelopathy
Surgery and reconstruction in 2003.
3. Osteoporosis
4 anemia
5 hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport [Tobacco: Never smoker]

Allergies: Zocor

Medications: 1) antifungal barrier cream, 1 application to area affected TID PRN
2) baclofen 10 mg oral tablet, 1 bid prn muscle spasms
3) desonide ointment 0.05%, use bid prn
4) Driedol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
5) Fioricet oral tablet, One tablet four times a day prn
6) Lasix 20 mg oral tablet, One tablet BID

Henderson 00007

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JANE BASKIN ()/1946)

Oct 28, 2020 Wed 09:26 AM

- 7) light weight transport wheel chair
- 8) PT consult, evaluate and treat
- 9) Toviaz 4 mg oral tablet, extended release, One tablet daily for bladder control
- 10) tramadol 50 mg oral tablet, 1 po q 8H prn pain
- 11) Tums 500 mg oral tablet, chewable
- 12) Valium 5 mg oral tablet, One tablet four times a day prn spasticity or anxiety

Physical Examination: Wt: 145 lb Ht/Ln: 64 in BMI: 24.9 BP: 124/80 Pulse: 72
There is a red papular rash with some confluency both legs. Has severe cerebral palsy and spst spas

Goals:

Health Concerns:

Assessment & Plan:

Dermatitis of undetermined etiology. Possible drug rash from the Xyzal. No other precipitating cau identified. She is not using any new soaps or laundry detergent cetera.

Stop the Xyzal and again clobetasol cream. Referred to Dermatology p.r.n.. Total time spent with t today was 15 minutes with greater than 50 percent of the time spent on counseling coordination of ca
PRESCRIBE: clobetasol 0.05% topical cream, use bid on rash, # 45, RF: 1. (Transmitted by Frampton Henderson, MD)
PRESCRIBE: prednisone 20 mg oral tablet, Take 1 tablet by mouth once daily, # 5, RF: 0. (Transmitted Frampton Henderson, MD)

Instructions:

(Encounter was coded as: 99213)

Monday, Feb 27 2017

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: Fill out assisted living form

History of Present Illness: Mrs. Baskin is in to have a form filled out and an examination done to g assisted living. However, she says she is not going to go. She denies any acute problems. She can have episodic falls. She has a past history of severe cerebral palsy with severe dystonia and some cord compression and myelopathy.

Review of Systems: she denies depression. appetite is good. She denies any chest pain or shortness breath. She denies any bowel problems. She does have chronic edema of the legs and her caregiver s that she thinks it is from her sitting down with her legs dependent almost all the time. She is req the patient be given a prescription for a lift chair. Also, she hurt her left foot because there is with the wheels on her walker and she is requesting a new walker with wheels and a seat. The patien complains of urinary frequency. She is on Lasix for the edema and also was on something for overact bladder but quit taking this (Toviaz). Past medical history is reviewed.

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. myelopathy
Surgery and reconstruction in 2003.
3. Osteoporosis

Henderson 00008

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JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

4 anemia
5 hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zoder

Medications: 1) antifungal barrier cream, 1 application to area affected TID PRN
2) baclofen 10 mg oral tablet, 1 bid prn muscle spasms
3) desonide ointment 0.05%, use bid prn
4) Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
5) Fioricet oral tablet, One tablet four times a day prn
6) Lasix 20 mg oral tablet, One tablet BID
7) light weight transport wheel chair
8) PT consult, evaluate and treat
9) Toviaz 4 mg oral tablet, extended release, One tablet daily for bladder control
10) tramadol 50 mg oral tablet, 1 po q-8H prn pain
11) Tylenol 500 mg oral tablet, chewable
12) Valium 5 mg oral tablet, One tablet four times a day prn spasticity

Physical Examination: BP: 110/80 Pulse: 74
The patient is too unsteady to step on the scale to weigh. She is using a walker with wheels and th rolled her down the hall to the exam room because of her ambulatory difficulties. She is alert and She has the severe arthritic deformities of her neck and spine and she has the dystonia with her cer palsy. EYES: normal. EARS: normal. Carotids: normal. Thyroid: normal. Chest symmetrical. HEART regular rhythm, no murmur or gallop. LUNGS: clear. Legs: 1+ edema. Mental status is normal. She and oriented x 3. Recall is adequate. Examination of her foot reveals bruising of the left 1st and

Goals:

Health Concerns:

Assessment & Plan:

1. Foot injury secondary to contusion.
2. Spastic cerebral palsy.
3. Cervical myelopathy.
4. Frequent falls.
5. Hyperlipidemia.
6. Dependant edema.

Contusion of left foot, initial encounter (S90.32XA):
Spastic cerebral palsy (G80.1):
Cervical myelopathy (G95.9):
Hyperlipidemia (E78.5):
Recurrent falls (R29.6):
Dependent edema (R60.0):

PRESCRIBE: Valium 5 mg oral tablet, One tablet four times a day prn spasticity or anxiety, # 120, RP

Henderson 00009

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JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

1. I told her just to use her Lasix and Toviaz if needed. I wrote a prescription for a lift chair a walker with wheels and a seat. I refilled her Valium which she primarily uses for spasticity but al occasionally for anxiety.
2. No other med changes were made today.
3. I filled out the assisted living form. PPD applied. She will come back in 48 hours to read this

Instructions:

(Encounter was coded as: Medium Complexity > 99214)

Tuesday, Jun 28 2016

Full Progress Note signed by James Henderson, MD

Chief Complaint: multiple

History of Present Illness: 1) Low back pain. Off and on for years. Past few days been a little worse with standing. Certain positions worsen. No f.c.s.n.v.c.d. No trauma.
2) Wanted to discuss her edema. Has swelling in legs. Was taking Lasix for her edema and Toviaz for Stopped the Toviaz as to her it did not make sense to do one to make her pee more and another to mak go less. Having some urgency requiring Depenads undergarment use. Not clear if she needed them prio stopping Toviaz or not.
3) OAB, see above.
4) Rash buttocks. Try to keep area dry but difficult given her mobility and medical issues.

Review of Systems: As above.

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. myelopathy
Surgery and reconstruction in 2003.
3. Osteoporosis
4 anemia
5 hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: 1) baclofen 10 mg oral tablet, 1 bid prn muscle spasms
2) desonide ointment 0.05%, use bid prn
3) Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
4) Fioricet oral tablet, One tablet four times a day prn
5) Lasix 20 mg oral tablet, One tablet BID
6) light weight transport wheel chair
7) Toviaz 4 mg oral tablet, extended release, One tablet daily for bladder control
8) tramadol 50 mg oral tablet, 1 po q 8H prn pain

Henderson 00010

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JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

9) Tylenol 500 mg oral tablet, chewable

10) Valium 5 mg oral tablet, One tablet four times a day prn spasticity

Physical Examination: BP: 110/78 Pulse: 64
GENERAL: WND MAD A&C3 fixed contractures HUB/BLB.
HEENT: grossly normal.
LUNGS: CTAB s w/r/r
HEART: RRR S1 S2 s w/g/r
ABD s/nt/nd/nab
CHEST WALL: WNL
EXTREMITIES: NO C/C/E
back s TTP. No CVA tenderness. Some relief of pain palpation
Intergluteal fold c erythema and satellite lesions of skin.

Goals:

Health Concerns:

Assessment & Plan:

Low back pain (M54.5):

Myelopathy in other diseases classified elsewhere (G99.2):

Candida intertrigo (B37.2):

Overactive bladder (N32.81):

PRESCRIBE: Fioricet oral tablet, One tablet four times a day prn, # 120, RF: 5. (Transmitted by James Henderson, MD)

REMOVED from Current Meds: CeleBREX 200 mg oral capsule, One tablet daily, # 30, RF: 1. (Transmitted by James Henderson, MD) Date Prescribed: 04/29/2016

PRESCRIBE: baclofen 10 mg oral tablet, 1 bid prn muscle spasms, # 30, RF: 3. (Transmitted by James Henderson, MD)

PRESCRIBE: antifungal barrier cream, 1 application to area affected TID PRN, # 180, RF: 3. (Transmit James Henderson, MD)

Barrier cream AP for buttocks.

OAB meds and lasix don't counteract but if she did notice decreased total daily UOP then can stay of Recommend she monitor.

Edema: Continue lasix. In of itself edema not a problem till it becomes a problem. Okay to hold dose later in day if has something she really wants to do that is short ie go to church. Just take it af

PROVIDED: Patient Education (5/28/2016)

CLINICAL SUMMARY: Declined by Patient (6/28/2016)

Instructions:

(Encounter was coded as: 99214)

Thursday, Mar 31 2016

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: Leg swelling and Needing RX for Celebrex

Henderson 00011

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN (■■■■■ 1946)

Oct 28, 2020 Wed 09:26 AM

History of Present Illness: Mrs. Baskin is a 70-year-old patient with a life long history of cerebral severe dystonia. She comes in today complaining of increased trouble walking and with leg swelling. says both of these problems have been gradual. On further questioning, she states that she sits most time in a chair with her feet being dependant. She does sleep flat in the bed, except for she props to keep her neck from bothering her. She denies any chest pain or shortness of breath. She says th time in the past, she had trouble with pain and stiffness with walking and Celebrex seemed to help a wants to try this again. The other concern is that she had severe spondylolisthesis and a cervical compression that resulted in some myelopathy back in 2003. She underwent extensive cervical spine surgery by Dr. Scott Boyd at that time. The last note I have from Dr. Boyd was a year ago. Then she was complaining of pain in her right leg which Dr. Boyd thought was part of her dystonia pa She did get a little better with physical therapy back in December and she wants to try that as well Celebrex.

Review of Systems:

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. myelopathy
Surgery and reconstruction in 2003.
3. Osteoporosis
4 anemia
5 hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependant on others for transport
[Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: 1) baclofen 10 mg oral tablet, 1 bid prn muscle spasms
2) desonide ointment 0.05%, use bid prn
3) Driedol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
4) Fioricet oral tablet, One tablet four times a day prn
5) Lasix 20 mg oral tablet, 1 tablet in the late morning for leg swelling
6) light weight transport wheel chair
7) Toviaz 4 mg oral tablet, extended release, One tablet daily for bladder control
8) tramadol 50 mg oral tablet, 1 po q 8H prn pain
9) Tums 500 mg oral tablet, chewable
10) Valium 5 mg oral tablet, One tablet four times a day prn spasticity

Physical Examination: BP: 120/76 Pulse: 72
She is very difficult to understand due to her dystonia affecting her speech. She has an angulated has a large posterior cervical scar. Reflexes are trace bilaterally. She has severe spasticity and adequately evaluate this.

Goals:

Health Concerns:

Assessment & Plan:

1. Increased gait problems, probably multifactorial.

Henderson 00012

Providence Family Practice
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JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

2. Spastic cerebral palsy with severe dystonia.
3. History of cervical cord compression.
- # Abnormal gait (R26.9):
- # Spastic cerebral palsy (G80.1):

1. I don't think we have much to lose trying the Celebrex and physical therapy so we will do this. have 3+ edema of both legs. Her heart and lungs were clear. I am going to check a CBC, CMP and a B
2. If the patient does not improve at all then I will at least get Dr. Boyd to take another look at think we have a whole lot to offer at this stage.

PRESCRIBE: CeleBREX 200 mg oral capsule, One tablet daily, # 30, RF: 0. (Transmitted by Frampton Henderson, MD) (DO NOT DELIVER YET)

PRESCRIBE: CeleBREX 200 mg oral capsule, One tablet daily, # 30, RF: 0. (Transmitted by Frampton Henderson, MD)

Instructions:

(Encounter was coded as: Medium Complexity - 99214)

Tuesday, Dec 15 2015

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: R foot/ankle swelling and abnormal gait

History of Present Illness: Jane is complaining of increased trouble with walking. She has a history of cord compression with some myelopathy and also history of cerebral palsy with severe dystonia and a lifelong history of walking problems but it seemed to have gotten worse recently. She is accompanied by a friend who says it looks like her feet just can't get going. Also, she has had some swelling of the right foot and ankle recently. She had some muscle pain in the left posterior leg when somebody was trying to touch her leg but that is pretty much resolved now. She is complaining of urinary frequency. She has a history of OAB and has been prescribed Toviax but she does not take this regularly. She is concerned that she may have a urinary tract infection causing the frequency now.

Review of Systems:

- Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. myelopathy surgery and reconstruction in 2003.
3. Osteoporosis
4. anemia
5. hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: 1) baclofen 10 mg oral tablet, 1 bid prn muscle spasms

Henderson 00013

Providence Family Practice
115 Blarney Drive
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Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN [REDACTED] (1946)

Oct 28, 2020 Wed 09:26 AM

History of Present Illness: Patient has not been in here for over a year. She is a 72-year-old lady history of cerebral palsy and severe dystonia. She has had a surgery on her neck because of cord compression back in 2003. The patient is in today with a friend and her power of attorney, Michelle. report that the patient is having increasing problems with her neck in that she keeps it leaning for sharp angle. This increases her pain and also her back problem. They are wanting to know about get cervical collar. Also she has a lift chair that does not seem to be fifteen her properly.

Review of Systems:

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis, myelopathy Surgery and reconstruction in 2003.
3. Osteoporosis
4. anemia
5. hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependant on others for transport [Tobacco: Never smoked]

Allergies: Zocor

Medications: 1) clobetasol 0.05% topical cream, use bid on rash
2) desonide ointment 0.05%, use bid prn
3) Driadol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
4) Fioricet oral tablet, One tablet four times a day prn
5) Lasix 20 mg oral tablet, One tablet BID
6) light weight transport wheel chair
7) prednisONE 20 mg oral tablet, Take 1 tablet by mouth once daily
8) PT consult, evaluate and treat
9) Toviaz 4 mg oral tablet, extended release, One tablet daily for bladder control
10) crAMADol 50 mg oral tablet, 1 po q 8H prn pain
11) Tums 500 mg oral tablet, chewable
12) Valium 5 mg oral tablet, One tablet four times a day prn spasticity or anxiety

Physical Examination: BP: 124/70 Pulse: 72

Patient has a prominent protrusion of her cervical spine on the left with a downward torticollis pos She has the dystonic movements of her extremities. Mental status seems normal. She is in a wheelchair

Goals:

Health Concerns:

Assessment & Plan:

Cervical palsy with dystonia. Now with a pronounced flexion of the neck in a torticollis position. History of vitamin-D deficiency

I updated her medication list since told her to restart her Driadol.

I wrote a prescription for the cervical collar. Also they will research the lift chair to see which

EXHIBIT

39

Henderson 00006

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JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

- 2) desonide ointment 0.05%, use bid prn
- 3) Driedol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
- 4) Fioricet oral tablet, One tablet four times a day prn
- 5) Lasix 20 mg oral tablet, 1 tablet in the late morning for leg swelling
- 6) light weight transport wheel chair
- 7) Toviaz 4 mg oral tablet, extended release, One tablet daily for bladder control
- 8) tramadol 50 mg oral tablet, 1 po q 8h prn pain
- 9) Tums 500 mg oral tablet, chewable
- 10) Valium 5 mg oral tablet, One tablet four times a day prn spasticity

Physical Examination: Wt: 138.2 lb Ht/Lm: 64 in BMI: 23.7 BP: 110/80 Pulse: 66
The patient has difficulty getting up out of a chair. She has upper and lower extremity spasticity, contracture of the neck muscles. She has no edema. I am unable to get her to try to walk in the ex

Goals:

Health Concerns:

Assessment & Plan:

- # Paresthesia of skin (R20.2):
- # Myelopathy in other diseases classified elsewhere (G99.2):
- # Cerebral palsy (G80.9):

ua and culture

increase tolvaz from 4 to 8 mg if ua neg

Instructions:

(Encounter was coded as: Medium Complexity > 99214)

Tuesday, Mar 17 2015

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: CPE

History of Present Illness: Mrs. Bankin is a 68-year-old lady with a history of severe cerebral palsy dystonia. She is in for a modified physical today and to follow up on the cerebral palsy and osteop

Review of Systems: She has just been seen by Dr. Scott Boyd for her cervical cord compression and myelopathy. She had decompression surgery in 2003 and I recently sent her back to him because of increasing problems with her neck and spasms in both legs. I had placed her on Baclofen but she says makes her feel goofy. Dr. Boyd suggested trying Valium again but wants me to prescribe it. I think appropriate since I am seeing her on an ongoing basis and I don't think he is seeing her too frequently has periodic falls. She denies any significant depression. She has had no recent fractures or injuries. She denies chest pain or shortness of breath. No bowel problems. She does have chronic incontinence and just has almost what sounds like a neurogenic bladder. She has no warning that she void etc. She wears a diaper and this takes care of the problem. Remainder of the review of system negative. Past medical history and medication list are updated and reviewed today.

Henderson 00014

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN (██████1946)

Oct 28, 2020 Wed 09:26 AM

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. Surgery and reconstruction in 2003.
3. Osteoporosis
4 anemia
5 hyperlipidemia
7. DT immunisation 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: 1) baclofen 10 mg oral tablet, 1 bid prn muscle spasms
2) Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every 2 weeks
3) Fioricet oral tablet, One tablet four times a day prn
4) light weight transport wheel chair
5) Toviaz 8 mg oral tablet, extended release, One tablet at night for bladder
6) tramadol 50 mg oral tablet, 1 po q 6H prn pain

Physical Examination: Wt: 138 lb Ht/Ln: 64 in BMI: 23.7 BP: 126/70 Pulse: 74 RR: 14
The patient is alert and oriented and in no acute distress. She has severe antelexion of the head neck. She has muscle rigidity and spasms and almost no range of motion of the neck. Bilateral grip decreased. Bilateral leg strength decreased. She is hyperreflexic in the ankles. MOUTH: normal. normal. EARS: normal. Thyroid: normal, the best I can feel, she does have the antelexion deformity. BREASTS: normal. HEART: regular rhythm, no murmur or gallop. Anterior lung exam normal. Breasts without masses. ABDOMEN: soft, bowel sounds normal, no masses or organomegaly. Pelvic and rectal deferred at the patient's request. Legs: no edema. FEET: 1+ pedal pulses. EKG is normal.

Goals:

Health Concerns:

Assessment & Plan:

1. Cerebral palsy with severe dystonia.
2. History of cervical cord compression and myelopathy.
3. Osteoporosis.
4. Anemia.
5. Hyperlipidemia.

Cerebral palsy (343.9):
OSTEOPOROSIS (733.0):
Hyperlipidemia (272.4):
Anemia (285.9):

1. For spasticity, we are going to try Valium. For her bladder, we are trying Toviaz. She says this seem to help a whole lot. She wants to decrease the dose to 4 mg. If it is neurogenetic, of course going to help.
2. Continue Drisdol for her vitamin D supplementation.
3. She says she can't swallow capsules and tablets, I told her to get chewable Tums.
4. Labs, including a vitamin D level, are pending.

Henderson 00015

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JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

PRESCRIBE: desonide ointment 0.05%, use bid prn, # 15, RF: 5.
PRESCRIBE: Valium 5 mg oral tablet, One tablet four times a day prn spasticity, # 120, RF: 5.
PRESCRIBE: Toviaz 4 mg oral tablet, extended release, One tablet daily for bladder control, # 30, RF
PRESCRIBE: Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week, # 4, RF: 11.

cbc,cmp,lipids and vitamin d level are pending

Instructions:

(Encounter was coded as: Medium Complexity > 99214)

Monday, Dec 8 2014

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: Discuss Referral

History of Present Illness: Mrs. Baskin is a 68-year-old lady who comes in today complaining of spasms right leg. These spasms are intermittent in nature and last a few minutes at a time. They are unpr She says recently they have been getting more frequent and she is asking that I try to get her back Dr. Scott Boyd because he has told her in the past she has a cervical myelopathy and she thinks this causing the problem with the leg. The patient says that she has not seen Dr. Boyd in quite some time other than to go by his office and get an occasional hug. She says that she is confident that he would see her.

Review of Systems:

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. Surgery and reconstruction in 2003.
3. Osteoporosis
4 anemia
5 hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport [Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: 1) Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every 2 weeks
2) Fioricet oral tablet, One tablet four times a day prn
3) light weight transport wheel chair
4) Toviaz 8 mg oral tablet, extended release, One tablet at night for bladder
5) tramadol 50 mg oral tablet, 1 po q 8H prn pain

Physical Examination: Wt: 140 lb Ht/Ln: 64 in BMI: 24.0 BP: 120/80 Pulse: 72

Henderson 00016

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JANE BASKIN (■■■■■1946)

Oct 28, 2020 Wed 09:26 AM

The patient has severe spasticity. She has dystonia consistent with cerebral palsy. Her gait is un She has altered posture of her neck and she has old surgical scars. Cranial nerves are intact. Leg grossly normal but she has hyperreflexia.

Goals:

Health Concerns:

Assessment & Plan:

1. Leg muscle spasms, questionably from her cerebral palsy but also with a history of myelopathy. T patient is very desirous of getting in to see Dr. Boyd.

Muscle spasm (728.85):

PRESCRIBER: baclofen 10 mg oral tablet, 1 bid prn muscle spasms, # 14, RF: 0. (Transmitted by Frampto Henderson, MD)
see dr boyd mid day andy day

PROVIDED: Patient Education (12/10/2014)

1. I gave her a short term supply of Baclofen to use but from her history, by the time the pill would the spasm would be gone away. She wants to try something though. We will see if we can't get her i Dr. Boyd.

CLINICAL SUMMARY: Declined by Patient (12/10/2014)

Instructions:

(Encounter was coded as: Medium Complexity > 99214)

Tuesday, Jul 22 2014

Full Progress Note signed by James Henderson, MD

Chief Complaint: FU from fall

History of Present Illness: Patient here s/p fall. She has done it before this time. She was going steps and holding on to the door frame. She reports she just did not move her feet enough and fell floor. She only fell down one step. She has CP with severe dystonia. She notes she fell on to her has a little tenderness in the chest. She in the past had an ace bandage.

Review of Systems: Pain worse with deep resp or standing straight up. Certain movements worsen but otherwise doing ok.

Past Medical History: 1. Cerebral palsy with severe dystonia.

2. Cervical cord compression from spondylolisthesis. Surgery and reconstruction in 2003.

3. Osteoporosis

4 anemia

5 hyperlipidemia

7. DT immunization 2007.

8. Pneumovax 2007.

Right carotid bruit.

Family History: The patient is adopted

Henderson 00017

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JANE BASKIN (■■■■■/1946)

Oct 28, 2020 Wed 09:26 AM

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: 1) Driadol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every 2 weeks
2) Fioricet oral tablet, One tablet four times a day
3) light weight transport wheel chair
4) Toviaz 6 mg oral tablet, extended release. One tablet at night for bladder

Physical Examination: Wt: 140.4 lb Ht/Ln: 64 in BMI: 24.1 BP: 110/70 Pulse: 80

GENERAL: WWD NAD A&Ox3

HEENT: grossly normal.

LUNGS: CTAB s w/r/z

HEART: RRR S1 S2 s m/g/z

ABD s/nt/nd/nabs

CHEST WALL: No deformity noted x forward bent posture. No pain on lateral compression. Mild pos pain lateral sternal boarder.

EXTREMITIES: NO C/C/R

Goals:

Health Concerns:

Assessment & Plan:

CHEST WALL PAIN (786.52):

Instructions printed and provided to patient:

PRESCRIBE: tramadol 50 mg oral tablet, 1 po q 8H prn pain, # 20, RF: 0. (Transmitted by James Henderson, MD)

bruise from fall in chest, supportive care.

Try to remember to be intentional about your steps and use walker etc to prevent falls.

PROVIDED: Patient Education (7/23/2014)

Instructions:

(Encounter was coded as: 99203)

Friday, Mar 14 2014

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: CPE

History of Present Illness: Mrs. Baskin is a 67-year-old lady in for her physical examination and to on cerebral palsy, cervical disease, osteoporosis, anemia, hyperlipidemia and her fractured finger.

Review of Systems: pmh reviewed

She says her finger is healing well. She is just buddy taping it now. She has had no more falls.

Henderson 00018

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JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

depression. She denies chest pain or shortness of breath. No bowel or bladder problems. She has cerebral palsy limitations. No urinary incontinence. No fecal incontinence.

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. Surgery and reconstruction in 2003.
3. Osteoporosis
4 anemia
5 hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every 2 weeks
Fioricet oral tablet, One tablet four times a day
light weight transport wheel chair
Toviaz 8 mg oral tablet, extended release, One tablet at night for bladder

Physical Examination: Wt: 147 lb Ht/Ln: 64 in BMI: 25.3 BP: 120/80 Pulse: 74 RR: 18
Pleasant, in no acute distress. She is alert and oriented x 3. She has speech difficulties from he and palsy. She has spasticity. EYES: normal. EARS: normal. NOSE: normal. MOUTH: normal. THROAT normal. Carotids: no bruits. Thyroid: no goiter. Chest symmetrical. HEART: regular rhythm, no mu gallop. LUNGS: clear. Breast exam is normal. ABDOMEN: benign, no masse or organomegaly. PELVIC: the speculum exam is difficult due to her spasticity of her thigh muscles and leg muscles. The inte vaginal exam appears normal but I cannot visualize her cervix. Bimanual exam is unremarkable. RECT normal. No stool in the rectal vault.

Goals:

Health Concerns:

Assessment & Plan:

1. Cerebral palsy.
 2. Osteoporosis by history.
 3. Hyperlipidemia.
 4. History of cervical cord compression - postop.
 5. History of anemia.
 6. History of finger fracture.
- # INFANTILE CEREBRAL PALSY UNSPECIFIED (343.9):
OSTEOPOROSIS (733.0):
HYPERLIPIDEMIA (272.4):

1. We will continue current medications. Once again, fall precautions emphasized. She had a mammog in January and it was normal. She will do this annually. I will see her back in six months. We wi repeat bone density scan at that time.

Instructions:

Henderson 00019

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JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

(Encounter was coded as: 99214)

Tuesday, Feb 18 2014

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: 10 day f/u

History of Present Illness: Ms. Baskin is in for a ten day follow up on her overactive bladder. I g samples of various things to try and she says that Toviaz does seem to be helping a lot. I also ins on timed voiding and I told her to it every hour while awake but she says that is too much so she is every 2-4 hours. She denies any side effects to the medication. She does have a past history of se cerebral palsy with severe dystonia.

Review of Systems:

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. Surgery and reconstruction in 2003.
3. Osteoporosis
4 anemia
5 hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every 2 weeks
Fioricet oral tablet, One tablet four times a day
light weight transport wheel chair
VESicare 10 mg oral tablet, One tablet daily

Physical Examination: BP: 124/70 Pulse: 68 RR: 16
She is in a wheelchair. The finger she broke from a recent fall is in a splint. Neurological exam unchanged. She just has the spasticity.

Goals:

Health Concerns:

Assessment & Plan:

1. Overactive bladder.
2. Cerebral palsy with dystonia.
HYPERTONICITY OF BLADDER (596.51):
INFANTILE CEREBRAL PALSY UNSPECIFIED (343.9):

1. Continue Toviaz 8 mg a day. Follow up prn.

Henderson 00020

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Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

Instructions printed and provided to patient:

PRESCRIBE: Toviaz 8 mg oral tablet, extended release, One tablet at night for bladder, # 30, RP: 11.
(Transmitted by Frampton Henderson, MD)

DISCONTINUE: VESicare 10 mg oral tablet One tablet daily

Instructions:

(Encounter was coded as: 95214)

Monday, Feb 3 2014

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: 6 WKS F/U

History of Present Illness: Mrs. Baskin is a 67-year-old lady who had come to our office today to di treatment of her overactive bladder. Unfortunately, she was trying to get to the bathroom in our of she fell and injured her right hand. She also hit her forehead.

Review of Systems: The patient has had an occasional fall at home through the years. She has a past medical history of cerebral palsy with severe dystonia which has been present since birth. She also history of cervical cord compression from spondylolisthesis and had surgery and reconstruction in 20 has done pretty well with this since then. In reference to her overactive bladder, she says that sh responded to Vesicare 5 mg a day. She says she has frequent accidents where she wets herself. On a questioning, some of this seems to be due to urgency but also she has the neurological difficulty wi physically getting to the bathroom in a reasonable amount of time due to her cerebral palsy.

Past Medical History: 1. Cerebral palsy with severe dystonia.

2. Cervical cord compression from spondylolisthesis. Surgery and reconstruction in 2003.

3. Osteoporosis

4 anemia

5 hyperlipidemia

7. DT immunization 2007.

8. Pneumovax 2007.

Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: Driadol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every 2 weeks

Fioricet oral tablet, One tablet four times a day

light weight transport wheel chair

VESicare 10 mg oral tablet, One tablet daily

Physical Examination: BP: 140/82 Pulse: 72

The patient has a flap like laceration of the lateral aspect of the right index finger. She has art deformities and some spastic deformities of both hands. She is tender over the distal PIP joint of

Henderson 00021

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JANE BASKIN (■■■■■1946)

Oct 28, 2020 Wed 09:26 AM

finger. There is a small bruise on her forehead. Her mental status is normal. Cranial nerves are her neurological exam is remarkable mostly for the dystonia and spasticity. I sent the patient for her finger and wrist. The x-ray report showed that she had a slightly displaced fracture of the met the proximal second phalanx.

Goals:

Health Concerns:

Assessment & Plan:

1. Fractured finger.
2. Insignificant contusion of the forehead.
3. Cerebral palsy with spasticity and dystonia.
4. Overactive bladder and physical difficulty in getting to the bathroom in time to prevent urinary incontinence.

CLOSED FRACTURE OF PHALANX OR PHALANGES OF HAND UNSPECIFIED (816.00):

1. For her finger, I am going to refer her to orthopedics.
2. For her overactive bladder, I have instructed her to begin timed voiding of every one hour while will also increase her Vesicare to 10 mg a day to see if this helps with the urges some. I do not t today had anything to do with the Vesicare she is on. She just seemed to have gotten her feet tangl and slipped and fell while trying to get to the bathroom in our office. She will touch base with me of weeks.

Instructions:

(Encounter was coded as: 99214)

Thursday, Dec 12 2013

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: UTI

History of Present Illness: Mrs. Baskin is a 67-year-old lady who presents with complaints of urinary and incontinence. She says she goes about every 3-4 hours during the day and she gets to the bathro can't get her pants down in time. She does have a past medical history of cerebral palsy with sever and ambulation is difficult but she says she gets there on time but just can't control it once she g bathroom.

She denies any dysuria. No fever or chills. She is not on any diuretics. No new medications.

Review of Systems: See HPI.

Past Medical History: 1. Cerebral palsy with severe dystonia.

2. Cervical cord compression from spondylolisthesis. Surgery and reconstruction in 2003.

3. Osteoporosis

4 anemia

5 hyperlipidemia

7. DT immunisation 2007.

8. Pneumovax 2007.

Right carotid bruit.

Family History: The patient is adopted

Henderson 00022

Providence Family Practice
115 Blarney Drive
Suite 212
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JANE BASKIN (██████ 1946)

Oct 28, 2020 Wed 09:26 AM

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport
[Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: Driadol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every 2 weeks
Fioricet oral tablet, One tablet four times a day
light weight transport wheel chair

Physical Examination: Wt: 146 lb Ht/Ln: 64 in BMI: 25.1 BP: 130/80 Pulse: 86
u/a normal

The patient is in no acute distress. She has dystonia and signs of cerebral palsy. Her gait is imp
has severe arthritic changes of the neck. She has some deformity of the hands also and stiffness of
hands. HEART: normal. LUNGS: clear. ABDOMEN: unremarkable. Legs: no edema.

Goals:

Health Concerns:

Assessment & Plan:

1. Cerebral palsy.
2. Overactive bladder.
3. Impaired ambulation and impaired use of hands due to the cerebral palsy.

INFANTILE CEREBRAL PALSY UNSPECIFIED (343.9):

HYPERTONICITY OF BLADDER (596.51):

1. I told her to try to get to the bathroom as soon as she thinks she may have to go. I will begin
mg a day increasing to 10 if needed. She will call me if this medicine does not work.
2. I refill her Fioricet that she takes for headaches and muscle pains.
3. I want to see her back in six weeks.

urine culture

PRESCRIBE: Vesicare 5 mg oral tablet, One tablet at night for over active bladder, # 30, RF: 11.
(Transmitted by Frampton Henderson, MD)

PRESCRIBE: Fioricet oral tablet, One tablet four times a day, # 100, RF: 5. (Transmitted by Frampton
Henderson, MD)
follow up in 6 weeks

PROVIDED HM: Screening for Breast Cancer with Mammography (age 50-74 years)
Given: mammogram is past due, will call to scd

PROVIDED HM: Screening for Cervical Cancer
Given: not sexually active

Instructions:

(Encounter was coded as: 99214)

Henderson 00023

Providence Family Practice
115 Blarney Drive
Suite 212
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Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN (1946)

Oct 26, 2020 Wed 09:26 AM

Tuesday, Oct 16 2012

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint:

History of Present Illness: Ms. Baskin is in for a six month followup. She is accompanied by a gent says that he takes her to most of her appointments and tries to take care of her.

Review of Systems: Ms. Baskins had a few falls since I saw her. She is in for a face to face evalua Her friend says that she needs a wheelchair. She has trouble getting around inside the house because has to hold onto walls etc. However, it is when she tries to get outside that she really has her pr that is when she does most of her falling. Her spasticity remains the same. She continues to have headaches. She denies any bowel changes, melena or hematochezia.

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. Surgery and reconstruction in 2003.
3. Osteoporosis
4 anemia
5 hyperlipidemia
7. DT immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport [Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: Driadol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every 2 weeks
Fioricet oral tablet, One tablet four times a day

Physical Examination: Wt: 155 lb Ht/Ln: 64 in BMI: 26.7 BP: 130/80 Pulse: 74
The patient is alert and oriented x 3. She is somewhat difficult to understand due to her dysphonia dystonia and spasticity. She has a very stiff neck (history of spondylolisthesis and cervical cord compression). Her gait is very unsteady. She does use a cane. I don't think she has the upper bod strength for a walker. Legs: no edema.

Goals:

Health Concerns:

Assessment & Plan:

1. Severe cerebral palsy with severe dystonia.
2. Spondylolisthesis of the cervical spine.
3. Osteoporosis.

INFANTILE CEREBRAL PALSY UNSPECIFIED (343.9):
OSTEOPOROSIS (733.0):

1. I do feel the patient would benefit from a wheelchair. Probably the best thing for her is to hav transport wheelchair so that whoever is accompanying her can push her around and put it in and out o car. She might benefit from a wheelchair at her house but I don't think she has the upper body stre

Henderson 00024

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JANE BASKIN (██████/1946)

Oct 28, 2020 Wed 09:26 AM

maneuver this. An electric chair may be in order in the future but she and her friend think that sh without this at the present time. I gave her a flu shot. We talked a little bit about risks vs. be colonoscopy but as we have discussed in the past, I don't think the patient is able to get to the to she is doing the prep and she would be very high risk to put to sleep unless she was in the hospital if she had some respiratory embarrassment, she would be next to impossible to intubate. Since she i having symptoms, we will hold off on any work up on this.

2. I refilled her Fioricet. I plan to see her back in six months or sooner prn.

Instructions printed and provided to patient;

PRESCRIBE: light weight transport wheel chair

PRESCRIBE: Fioricet oral tablet, One tablet four times a day, # 100, RF: 5.

Instructions:

(Encounter was coded as: 99214)

Tuesday, Mar 13 2012

Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: CPE

History of Present Illness: Ms. Baskin is a 65-year-old lady who has cerebral palsy with severe dyst presents today for her annual physical examination.

Review of Systems: She has chronic headaches and muscle spasms. She has gait problems and she is prone to frequent falls. She is no longer having to wear her neck brace. She had cervical surgery several years ago. She continues to see Dr. Carnes on an intermittent basis. She denies chest pain shortness of breath. She denies incontinence of bowel or bladder. The remainder of the ten system of systems is negative.

Past Medical History: 1. Cerebral palsy with severe dystonia.

2. Cervical cord compression from spondylolisthesis. Surgery and reconstruction in 2003.

3. Osteoporosis

4 anemia

5 hyperlipidemia

7. DT immunization 2007.

8. Pneumovax 2007.

Right carotid bruit.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependant on others for transport [Tobacco: Never smoker]

Allergies: Zocor (Updated by FRAMPTON on 03/13/2012 09:44 AM)

Medications: Fioricet, 1 tid prn

Fioricet oral tablet, One tablet Four Times a Day

Physical Examination: Wt: 155 lb Ht/Ln: 65 in BMI: 25.8 BP: 120/90 Pulse: 72 RR: 16 Pain: 0
The patient has speech difficulties due to her dystonia. She has some hyperreflexia. She is dyston movements. Cranial nerves are intact. MOUTH: normal. THROAT: normal. EARS: normal. EYES: normal

Henderson 00025

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JANE BASKIN (1946)

Oct 28, 2020 Wed 09:26 AM

NECK: no masses, there is a right carotid bruit, none on the left. Chest symmetrical. BREASTS: nor
HEART: regular rhythm, no murmur or gallop. LUNGS: clear. ABDOMEN: unremarkable. PELVIC: severe
vaginal atrophy is present. This makes her pap smear difficult. Uterus is normal size. No adnexal
RECTAL: normal, Heme negative stool.

Goals:

Health Concerns:

Assessment & Plan:

1. Cerebral palsy with severe dystonia.
2. History of cervical cord compression with spondylolisthesis, status post-surgery in 2003.
3. Osteoporosis.
4. History of chronic anemia.
5. Hyperlipidemia.
6. Right carotid bruit, not heard before.

OSTEOPOROSIS (733.0):

HYPERLIPIDEMIA (272.4):

INFANTILE CEREBRAL PALSY UNSPECIFIED (343.9):

1. Carotid ultrasound will be scheduled.
 2. EKG was done. Labs are pending.
 3. I refilled her Fioricet for her headaches. She will followup in six months. A pap smear was done
Mammogram to be scheduled.
- Instructions printed and provided to patient:
PRESCRIBE: Fioricet oral tablet, One tablet four times a day, # 100, RF: 5.
DISCONTINUE: Fioricet 1 tid prn

PROVIDED HM: Screening for Breast Cancer with Mammography (age 50-74 years)
Given: normal

PROVIDED HM: Screening for Cervical Cancer
Given: normal

PROVIDED: Patient Education (3/17/2012)

Instructions:

(Encounter was coded as: 99214)

Wednesday, Mar 9 2011
Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: CPE

History of Present Illness: Ms. Baskin is a 64-year-old female with severe cerebral palsy and dystonia
in for a physical examination. She denies any acute problems. She has not had any recent falls.

Review of Systems: Other than recurrent headaches and her spasticity and some neck pain, her ten sys

Henderson 00026

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN (■■■■■1946)

Oct 28, 2020 Wed 09:26 AM

review of systems is negative.

Past Medical History: 1. Cerebral palsy with severe dystonia.
2. Cervical cord compression from spondylolisthesis. Surgery and reconstruction in 2003.
3. Osteoporosis.
4. History of anemia, resolved.
5. History of "burning legs".
6. Mild dyslipidemia.
7. DT immunisation 2007.
8. Pneumovax 2007.

Family History: The patient is adopted

Social History: No tobacco. No alcohol. She lives alone. She is dependent on others for transport

Allergies: None. (Updated by ADMIN on 05/31/2010 10:31 AM)

Medications: Fioricet, 1 tid prn
Fioricet oral tablet, One tablet Four Times a Day

Physical Examination: Wt: 152 kg Ht/Lm: 65 in BMI: 55.8 BP: 130/70 Pulse: 72 RR: 16 Pain: 0
The patient is alert, oriented and in no acute distress. She has obvious spasticity and some speech from the spasticity. She has torticollis of the neck. EYES: PERL, conjunctiva normal. EARS: normal MOUTH: normal. THROAT: normal. Carotids: no bruits. Thyroid: no goiter. HEART: regular rhythm, no murmur or gallop. LUNGS: clear. BREASTS: normal. ABDOMEN: unremarkable. PELVIC: vaginal atrophy, otherwise normal. RECTAL: normal, Hemoccult negative stool.

Goals:

Health Concerns:

Assessment & Plan:

1. Well exam.
 2. Cerebral palsy with secondary headaches.
 3. History of osteoporosis.
 4. History of cervical cord compression from spondylolisthesis with surgery in 2003.
 5. Mild dyslipidemia.
- # ROUTINE GENERAL MEDICAL EXAMINATION AT A HEALTH CARE FACILITY (V70.0):
INFANTILE CEREBRAL PALSY UNSPECIFIED (343.9):
OSTEOPOROSIS (733.0):
HYPERLIPIDEMIA (272.4):

1. Labs are pending. Continue current meds. DEXA scan is done. Pap was done last year and we will another one next year. Annual mammograms also.

Instructions:

(Encounter was coded as:)

Friday, Feb 5 2010
Full Progress Note signed by Frampton Henderson, MD

Henderson 00027

PROVIDENCE HOSPITAL NORTHEAST
120 GATEWAY CORPORATE BLVD
COLUMBIA, S.C. 29203

Name: BASKIN, JANE E
Phys: Henderson, Frampton Jr.
DOB: 1946 Age: 65 Sex: F
Acct: 8786 Loc: R.RAD
Exam Date: 03/28/2011 Status: REG CLI
Radiology No:
Unit No: Z000039447

Frampton Jr. Henderson
2750 Laurel Street
Suite 103
Columbia, SC 29204

(803) 254-5171 framptonh@aol.com

EXAM# TYPE/EXAM RESULT
001288935 RAD/BONE DENSITY (AXIAL)

BONE DENSITY:

COMPARISON: NO previous.

HISTORY: Osteopenia.

The lumbar spine and proximal femurs were scanned with the Lunar DEXA system. Pertinent readings are as follows:

BMD SITE	(g/cm2)	T-score	Z-score
L-Spine			
L2-L4	0.940	-2.2	-0.7
Left Femur	0.705	-2.5	-1.4
Right Femur	0.689	-2.6	-1.5

IMPRESSION: Osteopenia of the lumbar spine and left hip with osteoporosis of the right hip.

NOTE: The T-score reflects the standard deviation of this patient's readings from those of normal young adult controls. The World Health Organization definitions are as follows:

CATEGORY	T-SCORE
Normal	Above -1.0

PROVIDENCE HOSPITAL NORTHEAST**120 GATEWAY CORPORATE BLVD
COLUMBIA, S.C. 29203**

Name: BASKIN, JANE E
Phys: Henderson, Frampton Jr.
DOB: [REDACTED]/1946 Age: 65 Sex: F
Acct: [REDACTED] 3786 Loc: E.RAD
Exam Date: 03/28/2011 Status: RRG CLI
Radiology No:
Unit No: Z000039447

EXAM	TYPE/EXAM	RESULT
001288935	RAD/BONE DENSITY (AXIAL)	
<Continued>		

Osteopenic	-1.0 to -2.5
Osteoporotic	Below -2.5

**** REPORT SIGNATURE ON FILE 04/06/2011 (1624) ****
Reported By: JASON C. LYNN, M.D.
Signed By: LYNN, JASON C

CC: Frampton Jr. Henderson

Technologist: L. CATHERINE WINBERLY, R.T. (R)
Transcribed Date/Time: 04/04/2011 (1648)
Transcriptionist: DEPOMASL
Printed Date/Time: 04/06/2011 (1628)

PAGE 2

Frampton Jr. Henderson

Henderson 00029

Providence Hospital Northeast

120 Gateway Corporate Blvd.
Columbia, SC 29203

DEXA Bone Densitometry Report: Monday, March 28, 2011

Dear DR HENDERSON FRAMPTON,

Your patient JANE BASKIN completed a BMD test at our facility. The following summarizes the results of our evaluation.

Patient:

Name:	JANE BASKIN	Height:	67.0 in.
Patient ID:	39447	Weight:	150.0 lbs.
Date of Birth:	03/26/1946	Exam Date:	03/28/2011
Gender:	Female	BMD Device:	GE Medical Systems Lunar Prodigy

Indications:

Fractures:

Treatments: Calcium

Densitometry Results:

Scan Type	Region	Measured	Age	BMD	T-Score	Z-Score
AP Spine	L2-L3	03/28/2011	65.0	0.936 g/cm ²	-2.2	-0.7
Dual Femur	Total Mean	03/28/2011	65.0	0.697 g/cm ²	-2.5	-1.5

Morphometry Results:

Scan Type	Region	Defectivity	Measured	Age	Average Height (cm)	Z-Score	A/P Ratio (%)	Z-Score
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Assessment:

World Health Organization - Definition of Osteoporosis and Osteopenia for White Women:

Normal: T-Score at or above -1 SD

Osteopenia: T-Score between -1 and -2.5 SD

Osteoporosis: T-Score at or below -2.5 SD

Established Osteoporosis: T-Score at or below -2.5 SD plus fragility fracture

BMD as determined from Femur Total Right is 0.699 g/cm² with a T-Score of -2.6. This patient is considered osteoporotic according to World Health Organization (WHO) guidelines. Fracture risk is high. Treatment, if not already being done, should be started. A follow up DEXA is recommended in one-year to monitor response to therapy.

Recommendations:

National Osteoporosis Foundation (NOF) guidelines recommend initiating therapy to reduce fracture risk in women with BMD:

T-Score below -2 SD

T-Score below -1.5 with other risk factors present

- Mild to aggressive therapies are available in the form of Hormone replacement therapy (HRT), Bisphosphonates, Calcitonin, and SERMs. Additionally, all patients should ensure an adequate intake of dietary calcium (1200mg/d) and vitamin D (400-800 IU daily).
- People with diagnosed cases of osteoporosis or osteopenia should be regularly tested for bone mineral density. For patients eligible for Medicare, routine testing is allowed once every 2 years. Testing frequency can be increased for patients who have rapidly progressing disease, or for those who are receiving medical therapy to restore bone mass.

Henderson 00030

Providence Hospital Northeast
120 Gateway Corporate Blvd.
Columbia, SC 29203

Patient:	BASKIN, JANE	Patient ID:	39447
Birth Date:	07/25/1946 65.0 years	Referring Physician:	DR HENDERSON FRAMPTON
Height / Weight:	57.0 in. 150.0 lbs.	Measured:	03/28/2011 1:42:11 PM (11.20)
Sex / Ethnic:	Female White	Analyzed:	03/28/2011 1:46:14 PM (11.20)

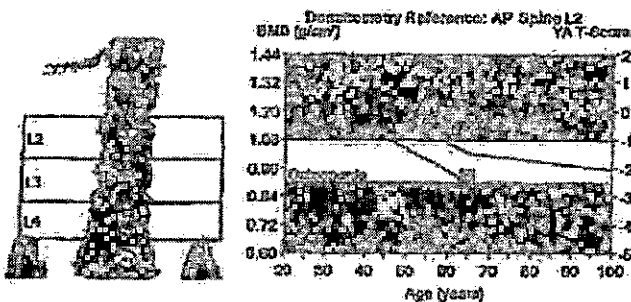


Image not for diagnosis

Matched for Age, Weight (females 25-100 kg), Ethnic
 USA (ages 20-40) AP Spine Reference Population (n110)
 Statistically 68% of repeat scans fall within 1SD (± 0.030 g/cm³ for AP Spine L2)

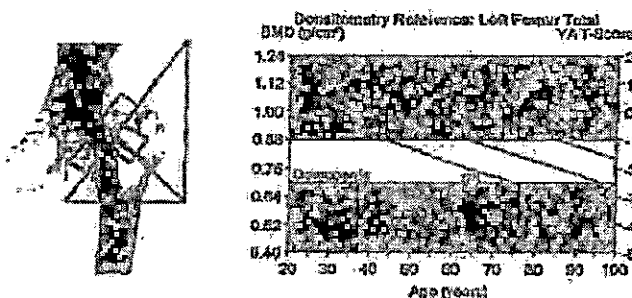


Image not for diagnosis

Matched for Age, Weight (females 25-100 kg), Ethnic
 USA (ages 20-40) Femur Reference Population (n110)
 Statistically 68% of repeat scans fall within 1SD (± 0.010 g/cm³ for Left Femur Total)

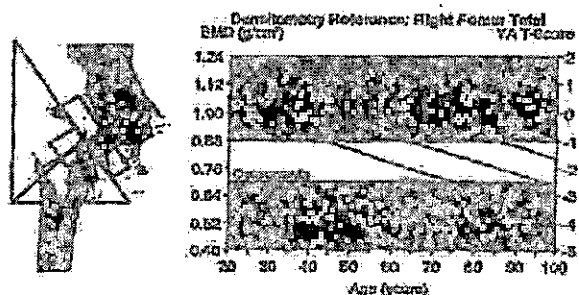


Image not for diagnosis

Matched for Age, Weight (females 25-100 kg), Ethnic
 USA (ages 20-40) Femur Reference Population (n110)
 Statistically 68% of repeat scans fall within 1SD (± 0.010 g/cm³ for Right Femur Total)



Carotid Study Report

JANE BASKIN
March 14, 2012

Med Rec No: 250909155

Indications: CPT 93880 Carotid, 785.9

DOB: 1948

Gender: F

Age: 66

Equip. Used: Vivid I #2

Height:

Location: Providence Family Practice

Weight:

Sonographer: T. Starke

Study Time: 9:53 AM

Referring: Frampton Henderson MD

Reading: Columbia Heart Clinic

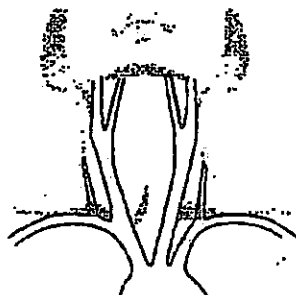
Study Quality: Fair

ADI QA: No Follow Up

Complications: Body Habitus

Risk Factors: Carotid Bruit

	PSV (cm/s)	EDV (cm/s)	Stenosis
RIGHT			
ECA	93	10	
ICA-dis	50	19	
ICA-prox	45	15	
CCA-dis	65	17	
CCA-prox	86	25	



	PSV (cm/s)	EDV (cm/s)	Stenosis
LEFT			
ECA	70	8	
ICA-dis	63	14	
ICA-prox	67	23	
CCA-dis	62	15	
CCA-prox	56	9	

RIGHT	ICA/CCA ratio	LEFT
0.69		1.08
Normal	Vessel Geometry	Normal
Antegrade	Vertebral Artery	Antegrade
Normal	Vert. Art. Waveform	Normal
124 cm/s	Subclavian PSV	137 cm/s
77 cm/s	Vertebral PSV	31 cm/s
Normal	Intimal Thickness	Normal

Duplex Imaging of the carotid arteries (extra cranial carotid circulation) reveals:

Right: Peak systolic velocities in the right bulb, internal, and external carotid arteries are within normal limits. Antegrade flow is seen in the right vertebral artery.

Left: Peak systolic velocities in the left bulb, internal, and external carotid arteries are within normal limits. Antegrade flow is seen in the left vertebral artery.

Conclusion:

No evidence of hemodynamically significant stenosis in the bilateral carotid bifurcation vessels.

March 15, 2012 04:18 PM

Robert E Delphio, MD

Electronically Signed on CareWeb



Palmetto Imaging
www.SCDiag.com

Palmetto Imaging - Downtown
1931 Lady Street, Columbia, SC 29201
p: 803.256.7546 f: 803.256.8046

PATIENT NAME: Basldn, Jane
DOB: [REDACTED] 1946
MRN: 08-1682460
PHONE: 803-351-5422
PHYSICIAN: Frampton Henderson, MD
EXAM DATE: 09/03/2020

EXAM: CT-Abdomen and Pelvis with contrast

REASON FOR EXAM: abdominal pain

ADDITIONAL HISTORY: Elevated liver enzymes

TECHNIQUE: Helical images through the abdomen and pelvis were obtained. The patient was administered 100 mL of Isovuc-370 contrast intravenously. Creatinine 0.5 calculated GFR of 121 CTDI volume 7.4 mGy. Total exam DLP 346.5 mGy-cm

COMPARISON: None.

FINDINGS: There is minimal scarring posteriorly in the lung bases. There is no pericardial or pleural effusion. The liver is of normal size and density. There is no biliary dilatation. Small sub centimeter renal cysts are seen bilaterally as well as a large left renal parapelvic cyst. No calcified gallstones are seen. There is no biliary dilatation. The pancreas appears normal. There is no ascitic fluid. There are no adrenal lesions.

The uterine size is unremarkable. There is a large hypodense mass within the uterus, incompletely imaged. No adnexal masses seen.

CONCLUSION:

Radiology

PAGE 1 of 2

Henderson 00033

PATIENT NAME: Baskin, Jane

DOB: [REDACTED] 1946

EXAM: CT-Abdomen and Pelvis with contrast

EXAM DATE: 09/03/2020

1. Uterine nodule
2. Renal cysts

Robin Daum Kowalski, MD
(877) 527-9375

*** THIS IS AN ELECTRONICALLY VERIFIED REPORT ***

9/3/2020 4:30 PM: Robin Daum Kowalski, MD

RD/rdk

DD: 09/03/2020 04:26 pm

DT: 09/03/2020 04:30 pm

Accession #: 08-4046929

Radiology

PAGE 2 of 2

Henderson 00034

InMed

Diagnostic Services of S.C., LLC

1/27/2014

Dr. F. W. HENDERSON
2750 LAUREL ST - PROVIDENCE FAMILY
PRACTICE
SUITE 103
COLUMBIA, SC 29204

RE: BASKIN, JANE

Date of Birth: 1948

Patient ID: 1655641

Requesting Physician: Dr. F. W. HENDERSON 2750 LAUREL ST - PROVIDENCE FAMILY
PRACTICE

SUITE 103 COLUMBIA SC 29204 United States

Reason for Study: SCREENING

Date of Study: 01/10/2014

EXAMINATION: mammo-screening

TECHNIQUE: Bilateral digital screening mammogram with ICAD.

COMPARISON: No prior studies currently available. We could not locate films at Providence Hospital.

FINDINGS: The patient is quite kyphotic making positioning difficult. On the MLO projections, the patient's chin actually cover some of the superior tissues.

Given the above limitations, the background tissue parenchymal pattern shows somewhat of a dense pattern. There are no suspicious masses or calcifications. No focal asymmetries are seen.

IMPRESSION: Somewhat limited study due to positioning difficulties. Please see above. Otherwise, no suspicious screening mammogram findings. Screening mammogram in one year would be the recommendation.

BI-RADS CATEGORY: 2 - Benign Finding(s)

Signed,



Dr. D. M. Bull

ed63934e-7586-49ed-a22d-e72d3e496d38 - 1

BASKIN, JANE

PROVIDENCE HOSPITAL NORTHEAST
120 GATEWAY CORPORATE BLVD
COLUMBIA, S.C. 29203

Name: BASKIN, JANE E
Phys: Henderson, Frampton Jr.
DOB: 03/27/1946 Age: 65 Sex: F
Acct: 1-2786 Loc: E, RAD
Exam Date: 03/28/2011 Status: REG CLI
Radiology No:
Unit No: Z000039447

EXAM#	TYPE/EXAM	RESULT
001288934	MAMMO/SCREEN MAMMOGRAM BILAT W/	BENIGN FINDINGS - NE

SCREENING MAMMOGRAM, 03/28/11:

COMPARISON: 12/15/08.

ICAD was used for Second Look computer-assisted diagnosis.

There is heterogeneously dense breast parenchyma bilaterally. No masses, areas of architectural distortion, or suspicious clustered microcalcifications are seen. There are benign appearing calcifications noted.

IMPRESSION: No mammographic evidence of malignancy. Routine followup is recommended.

ACR Category 2: Benign findings.

** REPORT SIGNATURE ON FILE 03/30/2011 (1733) **
Reported By: SHEILA B. JONES, M.D.
Signed By: JONES, SHEILA B

CC: Frampton Jr. Henderson

Technologist: APRIL P BYRD, R.T. (R) (M)
Transcribed Date/Time: 03/30/2011 (1102)
Transcriptionist: NELSONRV
Printed Date/Time: 03/30/2011 (1733)

PAGE 1

Signed Report

Henderson 00036

EVIDENCE HOSPITAL DOWNTOWN

2435 FOREST DRIVE
COLUMBIA, S.C. 29204

Name: BASKIN, JANE E
Phys: Henderson, Frampton Wyman Jr. MD
DOB: [REDACTED]/1946 Age: 67 Sex: F
Acct: [REDACTED] 8374 Loc: D.RAD
Exam Date: 02/03/2014 Status: REG CLI
Radiology No:
Unit No: M000097135

EXAM#	TYPE/EXAM	RESULT
001599545	RAD/HAND (3 VIEWS) RIGHT	

HAND, DATED 2/3/14

INDICATION: Contusion, arm pain.

FINDINGS: AP, lateral, and oblique views of the right hand demonstrates there is a transverse metaphyseal fracture at the distal aspect of the proximal phalanx second digit with dorsal displacement of the distal fracture fragment. Adjacent soft tissue swelling. There is some mild joint deformity identified in the PIP joints of the digits but no erosive changes are present. There is joint space narrowing identified involving the base of the thumb and first metacarpophalangeal joint. No opaque foreign body is seen.

IMPRESSION:

There is a moderately displaced metaphyseal fracture of the distal aspect of the proximal phalanx second digit involving the metaphyseal region.

** REPORT ELECTRONICALLY SIGNED 02/03/2014 (1641) **
Reported By: H. COOPER BLACK, III, M.D.
Signed By: BLACK, H COOPER III

CC: Frampton Wyman Jr. Henderson MD

Technologist: STUDENT 1
Dictated Date/Time: 02/03/2014 (1400)
Transcribed Date/Time: 02/03/2014 (1420)
Transcriptionist: WALDRORS
Printed Date/Time: 02/03/2014 (1641)

PAGE 1

Signed Report

Henderson 00037

VIDENCE HOSPITAL DOWNTOWN

2435 FOREST DRIVE
COLUMBIA, S.C. 29204

Name: BASKIN, JANE E
Phys: Henderson, Frampton Wyman Jr. MD
DOB: 1946 Age: 67 Sex: F
Acct: 8374 Loc: D.RAD
Exam Date: 02/03/2014 Status: REG CLI
Radiology No:
Unit No: M000097135

EXAM#	TYPE/EXAM	RESULT
001599556	RAD/WRIST, RT 3 OR 4-INC/NAVICUL	

WRIST, DATED 2/3/14

INDICATION: Contusion.

FINDINGS: AP, lateral, and oblique views of the right wrist demonstrates mild degenerative type changes. There are areas of minor joint space narrowing. No acute fracture, dislocation, or opaque foreign body is evident.

IMPRESSION:

Mild degenerative findings. No acute wrist trauma noted.

** REPORT ELECTRONICALLY SIGNED 02/03/2014 (1641) **
Reported By: H. COOPER BLACK, III, M.D.
Signed By: BLACK, H COOPER III

CC: Frampton Wyman Jr. Henderson MD

Technologist: STUDENT 1

Dictated Date/Time: 02/03/2014 (1400)

Transcribed Date/Time: 02/03/2014 (1429)

Transcriptionist: WALDRORS

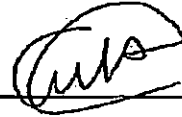
Printed Date/Time: 02/03/2014 (1641)

PAGE 1

Signed Report

Henderson 00038

Corallan Physical Therapy
and Sports Medicine, Inc.



Discharge Summary

Date of Visit: 06-17-20
Patient Name: Baskin, Jane
Patient #: 0119903558
Date of Onset: 04-09-19
Visits: 27

Therapist: Benjamin Ashton, PT
Referring Provider: FRAMPTON HENDERSON JR, MD
Date of Birth: 03-26-1946
Age: 74
Insurance: Medicare South Carolina Part B

Date of Initial Evaluation: 04-09-20

Diagnosis:

R53.1 Weakness
R26.9 Unspecified abnormalities of gait and mobility
G80.2 Spastic hemiplegic cerebral palsy
M50.00 Cervical disc disorder with myelopathy, unspecified cervical region

SUBJECTIVE

Jane Baskin has attended a total of 27 treatment sessions following referral to therapy for treatment of the above diagnosis. Treatment has focused on client's chief complaints: 1. Weakness 2. Difficulty walking. Pt is sad therapy is ending but is ready to do her at home.

Functional Status	Prior	Current
Activities of daily living	Minimal	Severe
Car transfers	Minimal	Severe
Walking for household distances/mod community	Minimal	Severe

for
7-17-20

Contraindications and Precautions

1. Medical Conditions - Metal Implants 2. Medical Conditions - Risk for Falls

OBJECTIVE

PT NEUROLOGICAL EVALUATION

Range of Motion Comments: Severe hip tightness bilaterally, severe heelcord tightness left, severe limitations of above shoulder height mobility bilaterally

MANUAL MUSCLE TEST:

Upper Extremity	Initial	Goal	Last	Current	Comments
Right MMT	04-09-20		06-10-20	06-17-20	
Shoulder Flexion	3+	4+	3+	3+	
Shoulder Abduction	3+	4+	3+	3+	
Elbow Flexion	3+	4+	4	4+	
Upper Extremity	Initial	Goal	Last	Current	Comments
Left MMT	04-09-20		06-10-20	06-17-20	

Patient No: 0119903558
Patient: Jane Baskin
DOB: 03-26-1946

141 Auburn Way Columbia, SC 29223-6501
Phone: (803) 788-8484 Fax: (803) 788-8489

PAGE 1 OF 4

Henderson 00039

Shoulder Flexion	3-	4	3+	3+	
Shoulder Abduction	3-	4	3+	3+	
Elbow Flexion	3	4	4	4	
Lower Extremity	Initial	Goal	Last	Current	Comments
Right MMT	04-09-20		06-10-20	06-17-20	
Hip Flexion	3+	4+	3+	3+	
Hip Abduction	3	4	3	3	
Knee Extension	3+	4+	4-	4-	
Ankle Dorsiflexion	3+	4+	3+	3+	
Ankle Plantarflexion			3-	3-	
Lower Extremity	Initial	Goal	Last	Current	Comments
Left MMT	04-09-20		06-10-20	06-17-20	
Hip Flexion	2+	3+	3	3	
Hip Abduction	2+	3+	3-	3-	
Knee Extension	3-	3+	3+	3+	
Ankle Dorsiflexion	2	3	3-	3-	

GAIT:

Pt amb short distances with RW and +2 assist. Severe cervical/thoracic deformity. Pt fixed at approx 90 deg cerv flex with head literally resting on chest with left rotation. Severe compression of the thorax. Pt wears soft ankle brace right for support. Pt has difficulty initiating steps and then uses momentum to move forward.

Function/ADLs	Rating	Comments
Grooming	Maximum assist	
Upper Body Dressing	Maximum assist	
Lower Body Dressing	Maximum assist	
Car Transfer	Maximum assist	
Walking	Maximum assist	RW, short distances
Light Cleaning	Unable	
Functional Mobility	Maximum assist	

Function	Initial	Goal	Last	Current	Comment
Walking household/mod distances	Poor	Fair+/Good-	poor ++	poor ++	Improved weight shifting strategies for transfers/ambulation
ADL's	Poor	Fair+/Good-	poor ++	poor ++	Improved weight shifting strategies for transfers/ambulation
Car transfers	Poor	Fair+/Good-	poor ++	poor ++	Improved weight shifting strategies for transfers/ambulation

Motor	Rating	Comments
Standing Tolerance	Poor.	needs bar or walker to hold on too
Activity Tolerance	Poor	

Objective Tests:**ACTIVITY LOG**

Patient No: 0118803558
 Patient: Jane Baskin
 DOS: 06-17-20

141 Abram Way Columbia, SC 292238301
 Phone: (803) 788-8484 Fax: (803) 788-8499

PAGE 2 OF 4

Henderson 00040

Time Based Activities	Comment	Sets	Reps	Weight	Time	Special	CPT	Provider
Gait training	+2 mod and with RW with verbal and physical assist for initiation of step, stride length, walker placement, posture (core engagement). 60' x 2 and 45' x 1		5		5		Gait Train 97116 -[C005]	A6070 (PT) Benjamin Ashton
transfers	chair and pivot transfers		5		5		Ther Act 97530 -[C001]	A6070 (PT) Benjamin Ashton
LAQ		3	5		4		Ther Exercise 97110 -[C003]	A6070 (PT) Benjamin Ashton
Seated ball squeeze		4	5		4		Ther Exercise 97110 -[C003]	A6070 (PT) Benjamin Ashton
Seated hip abduct with Tband		4	5		4		Ther Exercise 97110 -[C003]	A6070 (PT) Benjamin Ashton
pull to stand	handrail at the mirror, marches/ weightshifts/ sideways walking, turning in a circle, fwd/back walking				20		Ther Act 97530 -[C001]	A6070 (PT) Benjamin Ashton
nu step	L2 disassociated UE/LE reciprocal motion				5		Ther Act 97530 -[C001]	A6070 (PT) Benjamin Ashton
walker scoots	push/pull with legs to improve strength				10		Ther Exercise 97110 -[C003]	A6070 (PT) Benjamin Ashton

Time Based Time	Service Based Time	Other Time	Total Time
57			57

ASSESSMENT

The patient appears motivated. The patient's tolerance to treatment is good. Patient consents to treatment plan and goals and gives verbal informed consent. The patient's discharge prognosis is good. Pt gets fatigued quickly with standing exercises. Pt is ready to d/c and perform hcp for maintenance.

Goals	Short-Long	Time Frame	Result	Comment
Pt/caregiver will demonstrate independence with home program	Short Term	2 weeks	Met	practicing transfers/ standing exercises at home.
Pt's strength, flexibility and active muscle function will improve to allow patient to amb short/mod distances with RW and +1 mod assist	Long Term	12 weeks	Partially met	depends on fatigue that day
Pt's strength, flexibility and active muscle function will improve to allow patient to perform ADL's with +1 min/mod assist	Long Term	12 weeks	Partially met	depends on fatigue that day

Goals	Short-Long	Time Frame	Result	Comment
Pt's strength, flexibility and active muscle function will improve to allow patient to perform car transfers with +1 min/mod assist	Long Term	12 weeks	Not met	

PLAN**Reason For Discharge:**

Other - See Discharge Details

Discharge Comments: Pt has reached max medical potential and is ready to perform hep for maintenance.

Benjamin Ashton, PT

This document was electronically signed on 05-16-20 at 08:27a

By: Benjamin Ashton, PT

License Number: PT9874

COLUMBIA NEUROSURGICAL ASSOCIATES, P.A.

www.columbianeurosurgical.com

Spine & Neurological Surgery

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Pain Medicine
Eva J. Racz, MD, Steven B. Stadel, MD

132 Sunset Court
W. Columbia, SC 29189
(803) 784-3700 - (F) 784-0322

OFFICE CONSULTATION

Patient: Jane E. Baskin
Chart: 49348
DOB: [REDACTED] 1948
Date: 03/16/2015
CNAWT: 4041

CHIEF COMPLAINT: Neck flexion.

HISTORY OF PRESENT ILLNESS: Ms. Jane Baskin is a 68-year-old female known to us for many years for anterior and posterior cervical fusion from C3-6 for stenosis. She also has cerebral palsy. She is at baseline neurologically with her arm and leg tingling and gait disturbance. She walks with a rolling seated walker. She says for a few months now she has developed this head-down position with her neck and cannot lift it up. She is not having a tremendous amount of pain in her neck. She has not had any recent therapy.

HISTORIES: Please see patient history form for medications/allergies, past medical history, social history, family history, and review of systems which are well documented in the intake sheet and have been reviewed and signed. The information contained is noncontributory except for that in the HPI.

PHYSICAL EXAMINATION: VITALS: HT 5'8", WT 137, R 18. **GENERAL:** The patient is well-developed, well-nourished appearing and in no acute distress. **HEENT:** Normocephalic, atraumatic. Sclera is nonicteric. **PERRL:** EOMV. **NECK:** Prominent protrusion at the lower left cervical spine along the posterior cervical incisions. Neck is in a flexed, torticollis position down and to the right. Negative Lhermitte's or Spurling's sign. **RESPIRATIONS:** Even and unlabored. **LUNGS:** Clear bilaterally. **CV:** S1, S2, RRR. **ABDOMEN:** Soft, nontender, nondistended. **EXTREMITIES:** No edema. Some contractures to a few of the fingers on both hands. **SKIN:** Warm, dry and intact. **NEUROLOGICAL:** Awake, alert, and conversant. GCS 15. Cranial nerves III-XII are intact. Speech is slow and dysarthric. Motor strength in the upper and lower extremity is 5/5 throughout except for 4-5 hand intrinsics and grips. She has slow deliberant movements. Sensory exam is normal throughout the upper and lower extremities. SLR is negative. She is hyperreflexic throughout the upper and lower extremities. There is evidence for stable upper motor neuron signs. Gait is slow and spastic and needs the aid of a rolling walker.

RADIOGRAPHIC STUDIES: There are no imaging studies to review, but looking at her 2006 films it shows extensive anterior posterior instrumentation and fusion with anterior C4-5 corpectomy with strut graft and plate and posterior C3-7 lateral mass screws. It is not clear where the C7 lateral mass screws are in film bone.

IMPRESSION/PLAN: Ms. Jane Baskin has some persistent neck pain, but it has not progressed and she is certainly in better shape than she was before her surgery 10 years ago. Today, she states that her greatest problem is pain and stiffness in her right leg. This is not a radicular pattern and it seems like her quadriceps are mostly involved. This has been a longstanding problem for her. Dr. Henderson has her on baclofen, which she is not sure is helping. I suspect this is part of her dystonia. I wonder if Vallum may make this better, but I will defer that to Dr. Henderson. I do not know that this would be anything surgical, and at this point would elect not to do a lumbar MRI. We will see what Dr. Henderson has to say, but I think our surgical options are extremely limited here.

COLUMBIA NEUROSURGICAL ASSOCIATES, P.A.

Page 2

Re: Jane E. Baskin

03/16/2015

The patient was seen and examined by me as well as Russell McMurry, NP.

Electronically signed by Scott B. Boyd, MD at 03/17/2015 14:13

Scott B. Boyd, MD

SBB/cb

DOC#: 00026287/JOB#: 28899

CC: Frampton Henderson, Jr., MD [51097]

Henderson 00044

**THE SOUTH CAROLINA NEUROLOGICAL CLINIC, P.A.
PO BOX 1488
COLUMBIA, SOUTH CAROLINA 29202**

TELEPHONE: (803) 254-6391 FAX: (803) 799-0682

**J. E. Carnes, MD Theodore T. Faber, MD Mark K. Lencke, MD
Alan R. Morgan, MD Michael C. Mareska, MD**

**J. E. Carnes, M.D.
Patient ID: 178225
Patient Name: Jane Baskin
DOB: 03/26/1946
Date of Service: 12/05/2011**



**F. W. Henderson, M.D.
2750 Laurel St. Suite 103
Columbia, S.C. 29204**

CONSULTATION

Dear Frampton:

I saw Jane Baskin today. This patient is a very pleasant 65 year old female with a history of cerebral palsy, as well as a previous cervical laminectomy with myelopathy. She states she has been having a little more trouble walking of late, even though it is very difficult to ascertain exactly what the difference is in her walking. I did see her in 2002 for nerve conduction studies. She was seen in consultation by Dr. Adams. She did not have any evidence of lumbar spine disease or peripheral neuropathy at that time. She states, however, that subsequently, she had extensive surgery, with a fusion of her neck. A titanium rod, she states, was placed in her neck and she has multiple screws up and down her spine. Lately she has gained some weight and feels this is contributing to her increased difficulty walking. She is walking with a walker.

NEUROLOGICAL EXAMINATION: Her examination clearly shows a dystonia consistent with cerebral palsy with dystonia. She also has some hyperreflexia compatible with her previous neck surgery. She has no nystagmus and I do not see any other cranial nerve findings, other than dysarthria.

IMPRESSION: Frampton, this is a particularly difficult issues because of the patient's previous problems affecting her gait. It is difficult to say what is new and what is not in this difficult situation. It is also a difficult situation because the patient has had extensive surgery, with metal in her neck by her history, which would of course severely affect scans of her neck. I did discuss, however, that scans of neck and head are sometimes used to help evaluate walking difficulties and they exclude disease that might require surgery. The patient makes it very clear that she does not wish to have any of these studies, as she plans to have no further surgery. I did order B12, thyroid, and some other studies to consider other causes of gait disturbance, but I am

Page Two
Patient ID: 178225
Patient Name: Jane Baskin
DOB: [REDACTED] 1946
Date of Service: 12/05/2011

not optimistic that this will help. The patient was interested in some physical therapy, even though she has no car, and will have marked difficulties getting to any place for physical therapy. I am going to get one of my secretaries to check to see if she might qualify for some type of homebound situation for physical therapy. She is to call for the results of her blood studies and I plan to see her on an as needed basis, depending on her responses.

Frampton, this is a particularly difficult situation. Please call if you have questions about this patient, either now or in the future, in terms of her walking problems.

Sincerely,

J. E. Carnes, M.D.

JEC/mgs



CONSULTANTS IN GASTROENTEROLOGY

WEST COLUMBIA
131 S. Main Street
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811 W. Main Street
Lexington, SC 29072
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G.G. Salsbery MD, M.E. Eshbrook MD, A.H. Schenberg MD, E.W. Stuart MD, L. Vaidya MD, J.A. Rytzel MD, M.H. Quinn MD, E.R. Smith MD, J.L. Wilson MD,
M. Anderson APRN, A. Chutkan APRN, S. Cantor APRN, S. Muthuswamy APRN, L. Baskin-Lopez APRN, A. Thada APRN

Frampton W. Henderson, MD
2750 Laurel Street Suite 103
Columbia, SC 29204
(803) 254-5171 (phone)
(803) 778-7403 (fax)

Date: 9/10/2020 3:40 PM
Patient Name: Jane Baskin
DOB (age): 1946 (74)
Provider: Gene W. Stuart, MD

Dear Dr. Henderson,

The patient was seen today and below is a summary of the encounter.

Reason for Consultation: abdominal pain, elevated liver enzymes

History of Present Illness:

Jane Baskin is seen for an initial visit today. She is referred for elevated liver enzymes but I have no labs available. Apparently having abdominal pains off and on in the lower abdomen for a few weeks, also noted to have a UTI, elevated lfts. No further pain (this was 2 weeks ago). CT was notable for a large hypodense mass within the uterus, small renal cysts (liver and bile ducts normal, no calcified gallstones). She has cerebral palsy. No heart or lung issues. No prior liver issues.

Assessment: Nonspecific abnormal results of function study of liver

Plan: Request lab tests from referring provider/PCP

Thank you for allowing me to participate in the care of this patient.

Sincerely,

Gene W. Stuart, MD

Electronically signed on 9/10/2020 4:23:43 PM by Gene W. Stuart, MD

**Recertification Plan of Care**

Patient: Jane Baskin
PN / CASE: 00230414 / OT001
Referral source: (35052) - Frampton Henderson MD

Date: 09-18-18
DOB: [REDACTED] 1948
Age: 72

Frampton Henderson MD
2750 Laurel St # 403

Columbia SC 29204-0802

NPI: 1487730842
Fax: (803) 779-7403

HISTORY

History of Present Illness: Patient was referred to Occupational Therapy secondary to:

• Functional decline -
No report of hospitalization in past 4 months.

Past Medical History:

Cerebral palsy, myopathy affecting RLE

Medications:

Entalib-acetamin-caff 50-325-40 mg (Esquic) 4x daily

Precautions - Contraindications:

Fall risk

Environmental Factors

Patient lives in private house. Residence is a single level building.

Bathroom Setup: bath tub.

Patient lives alone. Professional caregiver assistance is provided. Family/friends/community assistance is provided.

Equipment Present:

tub transfer bench, rollator, transport w/c, raised toilet seat with arms, lift chair

Previous Level of Function:

• Transfer Ability - set up, about 1 mth ago • Bed Mobility - independent, about 1 mth ago • Functional Mobility - set up, about 4 years ago • Bathing - set up, about 1 mth • Dressing - stand by assistance, about 1 mth • Grooming - set up, about 1 mth • Toileting - set up, about 1 mth • Self Feeding - set up, about 1 mth

OBJECTIVE**Body Functions and Structures****Upper Extremity****Activities****Toileting**

• Patient performed toileting with toilet with built up arm support, with stand by assistance. Patient has difficulty with maintaining position, clothing adjustment and cleaning body. Patient performed this activity for 1 trials. Client continues to require CGA-SBA with adjusting clothing due to standing tolerance and difficulty reaching to L side to pull up brief & pants. Client is able to self clean w/o does require increase time.

**Transfers**

• Patient performed sit to stand transfer from a toilet using a wheeled walker, independently. Patient performed this activity for 2 trials. Takes increase time to initiate motion to stand t/e once moving client is able to perform the sit to stand t/y

Functional Mobility

• Patient's primary means of mobility is functional ambulation. Patient traveled 20.00 feet with wheeled walker on even surface, carpet and tile surface, requiring set up. Patient performed this activity for 2 trials. Once s/u client requires increase time to W from living room to her toilet, W on a lower surface or client is fatigued requires CGA-SBA to stand to toilet.

Education

Topic	Attendee	Delivery of Education	Assess	Return of Feedback	Trials	Total Time	Revised to Education	Comments
Transfers	Caregiver	Physical, Visual and Verbal		Physical, Visual and Verbal		30	Additional Training due to technique	client with day caregiver to show proper t/y technique and safety prec

Functional Outcome Measures and Standardized Tests

Arm Curl Test: Right: 15 in 30 seconds Left: 15 in 30 seconds

Result Interpretation: Age % rank normative values for women 70-74: 15th% = 10; 35% = 13; 55% = 15; 75% = 17; 85% = 22

Comments: Increase overall towards the 55% percentile of UE use

ASSESSMENT

Clinical Impression: Client with good progress & meeting goals. Client to reassess x4 more visits today to carryover HEP & safety with ADL performance with client caregivers.

Gains are increase overall UE strength & mobility to perform ADL's & increase stand balance and tolerance.

Hindrances to Rate of Recovery Chronic changes due to her diagnoses & neurological deficits.

Hindrances are being addressed with EDU for strengthening & carryover with safety and HEP.

Skilled care is required To carryover with caregivers and provide HEP.

Justification for Missing Status Update N/A

Diagnoses:

G80.9 Cerebral palsy, unspecified

M62.50 Muscle wasting and atrophy, not elsewhere classified, unspecified site

R27.9 Unspecified lack of coordination

Clinically Complex Situations:

1. Patient does not have access to outpatient hospital services and is debilitated such that transport is a physical hardship.
2. Patient has other musculoskeletal condition that directly impacts rate of recovery

Rehab Potential: Good

PLAN

Frequency and Duration: Patient will be seen 2 times per week for a total of 15 days.

Interventions:

ADL Training, balance training, bed mobility, fine/gross MTR COORD, training, neuromuscular re-education.

Patient: Jane Baskin

PN / CASE: 00230414 / OT001 Date: 09-19-18

Page 2 of 3

Henderson 00049



patient/caregiver instructions, physical reconditioning, safety training, therapeutic activities, therapeutic exercises.

This document was electronically signed on 09-20-18 at 09:06a by Lisa Rigazio OT, License # 5288.

Referral Source Certification - According to Federal Regulation, it is necessary for the Referral Source to review and certify all of the Occupational Therapy plans of care which may extend up to 90 days per certification under the Medicare B program. Please review the OT Plan of Care, and upon your approval, sign and date below.

I certify that I have reviewed and approve the OT Plan of Care:

Certification Period: From 09-20-18 to 10-04-18

Referral Source Signature: _____

Date: _____

9/21/18

Certifying Referral Source: Frampton Henderson MD

Please Return Signed Copy To Fox Rehabilitation at: 1.866.741.3458

ROLEY, LINDA To: HENDERSON, FRAMPTON (18837787433)

14:31 09/09/20 GMT-08 Pg 2-2

Palmetto Ear Nose and Throat
2801 DEVINE STREET
SUITE 101
COLUMBIA, SC 29206-2024

Frampton Henderson
116 BLARNEY DR
SUITE 212
COLUMBIA, SC 29223-

Dear Dr. Henderson,

Thank you for your referral of Jane Baskin, DOB: [REDACTED] 1948.

CERUMEN IMPACTION:

Ms. Jane Baskin is a 74yF accompanied by her friend and caregiver presenting today, noting mildly decreased hearing bilaterally. She has CP and is confined to a w/c and is unable to hold her neck upright. Physical examination confirmed bilateral cerumen impactions, which were removed with curette and irrigation. The tympanic membranes were noted to be normal and the patient's hearing subjectively improved immediately.

The patient should return in 6 months for an ear check (due to the significant amount of cerumen buildup).

With kindest personal regards,

Laura Bradley FNP

LINDA BRADLEY, FNP-C

Patient:

HR: 74 BPM

Axis:

SINUS RHYTHM

NORMAL ECG

MARKER

1234

68 years

Interval

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Providence Family Practice
115 Blamey Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID# SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
COLUMBIA, SC 29223
1946 (803) 354-2560

RESULTS PROVIDED BY
Prisma Health

AGE ACCESSION #
74 FT00011788
LAB ID SPECIMEN INFORMATION:
108885 Specimen ID: FT00011788
Type:
Source:
Condition:

ORDERING PROVIDER
Frampton Henderson, MD
RECEIVED ON
09/04/2020 02:17:34
COLLECTION DATE / TIME
09/03/2020 12:00:00

REPORTED ON
09/03/2020 21:14:00
FASTING
NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
HEPATITIS A IGM					F	

-Hepatitis A IgM Ab Non-Reactive

Non-Reactive -

F Prisma Health

NOTES on 'Hepatitis A IgM Ab':
Non-Reactive: IgM anti-HAV not detected. Does not exclude the possibility of exposure to or infection with HAV. Levels of IgM anti-HAV may be below the cut-off in early infection.

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
14 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

HEPATITIS B CORE IGM

F

-Hepatitis B Core IgM Non-Reactive

Non-Reactive -

F Prisma Health

NOTES on 'Hepatitis B Core IgM':
Non-Reactive: IgM anti-HBc not detected. Does not exclude the possibility of exposure to or infection with HBV.

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
14 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

HEPATITIS B SURFACE ANTIGEN W/CONFIRMATION

F

-Hepatitis B Surface Ag Non-Reactive

Non-Reactive -

F Prisma Health

NOTES on 'Hepatitis B Surface Ag':
Non-Reactive: Considered negative for HBsAg.

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
14 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

HEPATITIS C AB W/FLX RNA PCR

F

-Hep C Ab Non-Reactive

Non-Reactive -

F Prisma Health

NOTES on 'Hep C Ab':

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
1846 COLUMBIA, SC 29223
(803) 354-2580

RESULTS PROVIDED BY
Prisma Health

AGE ACCESSION #
74 FT00011788
LAB ID SPECIMEN INFORMATION:
109885 Specimen ID: FT00011788
Type:
Source:
Condition:

ORDERING PROVIDER
Frampton Henderson, MD
RECEIVED ON
09/04/2020 02:17:34
COLLECTION DATE / TIME
09/03/2020 12:00:00

REPORTED ON
09/03/2020 21:14:00
FASTING
NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
Non-Reactive: Antibodies to HCV not detected; does not exclude the possibility of exposure to HCV.						

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
14 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

**Signed Off by F. Henderson, MD on 9/4/2020 3:11:57 PM.

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
COLUMBIA, SC 29223
1946 (803) 354-2560

RESULTS PROVIDED BY
Prisma Health

AGE ACCESSION #
74 FT00011615
LAB ID SPECIMEN INFORMATION:
109703 Specimen ID: FT00011616
Type:
Source:
Condition:

ORDERING PROVIDER
Frampton Henderson, MD
RECEIVED ON
08/25/2020 02:15:27
COLLECTION DATE / TIME
08/24/2020 14:37:00

REPORTED ON
08/24/2020 19:20:00
FASTING
NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
URINALYSIS W/MICROSCOPY						F
Reported On: 08/24/2020 19:20:00						
-Color	Amber	-	-		F	Prisma Health
-Clarity	Hazy	-	-		F	Prisma Health
-Specific Gravity, Urine	1.025	1.001-1.035	-		F	Prisma Health
-Urine pH	5.0	5.0-9.0	-		F	Prisma Health
-Urine Glucose	Negative	Negative	-		F	Prisma Health
-Urine Protein	Negative	Negative	mg/dL	A	F	Prisma Health
-Urine Ketone	Negative	Negative	-	A	F	Prisma Health
-Urine Bilirubin	Negative	Negative	-		F	Prisma Health
-Urine Blood	Negative	Negative	-	A	F	Prisma Health
-Urine Nitrite	Negative	Negative	-	A	F	Prisma Health
-Urine Urobilinogen	0.2	0.1-1.9	mg/dL		F	Prisma Health
NOTES on 'Urine Urobilinogen': Verified by alternate method						
-Leukocyte Esterase	Negative	Negative	-	A	F	Prisma Health
-UA Chem Scr Com	See Comment	-	-		F	Prisma Health

NOTES on 'UA Chem Scr Com':
This is a screening test, limitations and interfering substances may result in false negative or false positive results. All Abnormal chemical screen results should be further investigated.

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
14 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

CBC W/DIFF

F

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID# SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 1946 200 ATRIUM WAY
COLUMBIA, SC 29223
(803) 354-2680

RESULTS PROVIDED BY
Prisma Health

AGE ACCESSION #
74 FT00011815
LAB ID SPECIMEN INFORMATION:
109703 Specimen ID: FT00011815
Type:
Source:
Condition:

ORDERING PROVIDER
Frampton Henderson, MD
RECEIVED ON
08/25/2020 02:15:27
COLLECTION DATE / TIME
08/24/2020 14:37:00

REPORTED ON
08/24/2020 18:20:00
FASTING
NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
Reported On: 08/24/2020 19:01:00						
-WBC Count	8.4	3.7-11.0	Ka/L		F	Prisma Health
-RBC Count	4.18	3.74-4.94	Mu/L		F	Prisma Health
-Hemoglobin	13.0	11.2-15.7	g/dL		F	Prisma Health
-Hematocrit	39.8	34.1-44.8	%		F	Prisma Health
-MCV	94.7	79.4-95.3	fL		F	Prisma Health
-MCH	31.1	25.6-32.2	pg		F	Prisma Health
-MCHC	32.8	32.2-35.3	g/dL		F	Prisma Health
-RDW-SD	62.8	36.4-48.3	fL	H	F	Prisma Health
-RDW-CV	16.2	11.6-14.4	%	H	F	Prisma Health
-Platelet Count	333	150-400	Ka/L		F	Prisma Health
-MPV	10.8	8.4-12.3	fL		F	Prisma Health
-Auto Nucleated RBC's	0.0	0.0-0.0	/100WBC		F	Prisma Health

NOTES on 'Auto Nucleated RBC's':

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
16 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

AUTO DIFF

Reported On: 08/24/2020 19:01:00

-Auto Neutrophil	71.4	37.0-78.0	%		F	Prisma Health
-Auto Lymph	12.8	15.0-45.0	%	L	F	Prisma Health
-Auto Monocyte	8.6	4.0-13.0	%		F	Prisma Health

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
1948 COLUMBIA, SC 29223
(803) 354-2560

RESULTS PROVIDED BY
Prisma Health

AGE ACCESSION #
74 FT00011615
LAB ID SPECIMEN INFORMATION:
109703 Specimen ID: FT00011615
Type:
Source:
Condition:

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON
08/26/2020 02:15:27
COLLECTION DATE / TIME
08/24/2020 14:37:00

REPORTED ON
08/24/2020 19:20:00
FASTING
NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Auto Eos	8.3	0.0-7.0	%	H	F	Prisma Health
-Auto Basophil	0.5	0.0-2.0	%		F	Prisma Health
-Auto Immature Grans	0.8	0.0-0.5	%	H	F	Prisma Health
-Absolute Neutrophil	5.99	1.58-8.13	KuL		F	Prisma Health
-Absolute Lymph	1.08	1.18-3.74	KuL	L	F	Prisma Health
-Absolute Monocytes	0.55	0.24-0.38	KuL	H	F	Prisma Health
-Absolute Eosinophils	0.70	0.04-0.38	KuL	H	F	Prisma Health
-Absolute Baso	0.04	0.01-0.08	KuL		F	Prisma Health
-Absolute Immature Grans	0.05	0.00-0.03	KuL	H	F	Prisma Health

NOTES on 'Absolute Immature Grans':

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
14 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

AMYLASE LEVEL

Reported On: 08/24/2020 19:10:00

NAME	VALUE	NORMAL	UNITS	Status	Performed By
-Amylase Total	34	20-160	U/L	F	Prisma Health

NOTES on 'Amylase Total':

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
14 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

COMPREHENSIVE METABOLIC PROFILE

Reported On: 08/24/2020 19:10:00

NAME	VALUE	NORMAL	UNITS	Status	Performed By
-Sodium	143	138-145	mmol/L	F	Prisma Health
-Potassium	3.8	3.5-5.1	mmol/L	F	Prisma Health

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LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
COLUMBIA, SC 29223
1946 (803) 354-2560

RESULTS PROVIDED BY
Prisma Health

AGE ACCESSION #
74 FT00011615
LAB ID SPECIMEN INFORMATION:
109703 Specimen ID: FT00011615
Type:
Source:
Condition:

ORDERING PROVIDER
Frampton Henderson, MD
RECEIVED ON
08/25/2020 02:15:27
COLLECTION DATE / TIME
08/24/2020 14:37:00

REPORTED ON
08/24/2020 18:20:00
FASTING
NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Chloride	109	98-107	mmol/L	H	F	Prisma Health
-CO2	24	23-31	mmol/L		F	Prisma Health
-Anion Gap	10	5-15	mmol/L		F	Prisma Health
-Glucose Level	99	70-99	mg/dL		F	Prisma Health
NOTES on 'Glucose Level': Fasting: 70-99 Impaired Fasting: 100-125 Random: 70-139						
-BUN	14	10-20	mg/dL		F	Prisma Health
-Creatinine	0.88	0.60-1.10	mg/dL		F	Prisma Health
-Calcium	9.1	8.8-10.8	mg/dL		F	Prisma Health
-Albumin	3.8	3.4-4.8	g/dL		F	Prisma Health
-AST (SGOT)	48	5-34	U/L	H	F	Prisma Health
-ALT (SGPT)	68	0-54	U/L	H	F	Prisma Health
-Bilirubin, Total	0.8	0.2-1.2	mg/dL		F	Prisma Health
-Protein, Total	7.1	6.2-8.1	g/dL		F	Prisma Health
-Alkaline Phos	302	40-150	U/L	H	F	Prisma Health

NOTES on 'Alkaline Phos':

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
14 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

GFR NON-AFRICAN AMERICAN
Reported On: 08/24/2020 19:10:00

-GFR African American	100	>=60	mL/min/1.73 sq		F	Prisma Health
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Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID# SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 1948 200 ATRIUM WAY
COLUMBIA, SC 29223
(803) 354-2660

RESULTS PROVIDED BY
Prisma Health

AGE ACCESSION #
74 FT00011615
LAB ID SPECIMEN INFORMATION:
109703 Specimen ID: FT00011615
Type:
Source:
Condition:

ORDERING PROVIDER
Frampton Henderson, MD
RECEIVED ON
08/25/2020 02:15:27
COLLECTION DATE / TIME
08/24/2020 14:37:00

REPORTED ON
08/24/2020 19:20:00
FASTING
NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-GFR Non-African American	88	>=60	mL/min/1.73 sq		F	Prisma Health

NOTES on 'GFR Non-African American':
Interpret with caution, quantification of eGFR values below 60 mL/min/1.73 sq meter has more clinical implications for classification of kidney function than values above this level. GFR and GFRa are calculated using the CKD-EPI equation.

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
14 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

URINALYSIS MICROSCOPIC EXAM ONLY
Reported On: 08/24/2020 19:13:00

-Urtn RBC's	0	0-3	/HPF		F	Prisma Health
-Urtn WBC's	18	0-5	/HPF	H	F	Prisma Health
-Urtn EPI	Few	Few	/HPF		F	Prisma Health
-Urtn Bacteria	Few	None	/HPF		F	Prisma Health
-Mucus Strands	Occasional	-	/LPF		F	Prisma Health

NOTES on 'Mucus Strands':

TESTING PERFORMED AT:

Prisma Health Midlands Central Laboratory
14 Medical Park Drive
Columbia, SC 29203
(803) 434-7770

**Signed Off by F. Henderson, MD on 8/30/2020 8:24:52 AM.

Providence Family Practice
 115 Blarney Drive
 Suite 212
 Columbia, SC 29223
 Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
 1251 F JANE BASKIN
 DOB 200 ATRIUM WAY
 1848 COLUMBIA, SC 29223
 (803) 354-2560

RESULTS PROVIDED BY
 LabCorp Burlington
 1447 York Court
 Burlington, NC 272153381
 800-762-4344 Director: William F Hancock MD

AGE ACCESSION #
 74 00707856000
 LAB ID SPECIMEN INFORMATION:
 97156 Specimen ID: 007078560002019
 Type:
 Source:
 Condition:
 Total Volume:

ORDERING PROVIDER
 Frampton Henderson, MD

RECEIVED ON
 01/08/2019 09:13:29
 COLLECTION DATE / TIME
 01/07/2019 16:01:00

REPORTED ON
 01/08/2019 08:12:00
 FASTING
 NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
CBC WITH DIFFERENTIAL/PLATELET						
-WBC	8.6	3.4-10.8	x10E3/uL		F	01
-RBC	4.21	3.77-5.28	x10E6/uL		F	01
-Hemoglobin	12.9	11.1-15.9	g/dL		F	01
-Hematocrit	39.1	34.0-46.8	%		F	01
-MCV	93	79-97	fL		F	01
-MCH	30.6	26.8-33.0	pg		F	01
-MCHC	33.0	31.5-35.7	g/dL		F	01
-RDW	14.4	12.3-15.4	%		F	01
-Platelets	342	150-379	x10E3/uL		F	01
-Neutrophils	71	Not Estab.	%		F	01
-Lymphs	16	Not Estab.	%		F	01
-Monocytes	8	Not Estab.	%		F	01
-Eos	4	Not Estab.	%		F	01
-Basos	0	Not Estab.	%		F	01
-Immature Cells	-	-	-		X	01
-Neutrophils (Absolute)	4.7	1.4-7.0	x10E3/uL		F	01
-Lymphs (Absolute)	1.0	0.7-3.1	x10E3/uL		F	01
-Monocytes (Absolute)	0.5	0.1-0.9	x10E3/uL		F	01
-Eos (Absolute)	0.3	0.0-0.4	x10E3/uL		F	01

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS

1251 F JANE BASKIN
DOB 200 ATRIUM WAY
1948 COLUMBIA, SC 29223
(803) 354-2580

RESULTS PROVIDED BY

LabCorp Burlington
1447 York Court
Burlington, NC 272153381
800-762-4344 Director: William F Hancock MD

AGE ACCESSION #

74 00707856000

ORDERING PROVIDER

Frampton Henderson, MD

LAB ID SPECIMEN INFORMATION:

87156 Specimen ID: 007078560002019
Type:
Source:
Condition:
Total Volume:

RECEIVED ON

01/08/2019 09:13:29

REPORTED ON

01/08/2019 08:12:00

COLLECTION DATE / TIME

01/07/2019 16:01:00

FASTING

NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Base (Absolute)	0.0	0.0-0.2	x10E3/uL		F	01
-Immature Granulocytes	1	Not Estab.	%		F	01
-Immature Grana (Abs)	0.0	0.0-0.1	x10E3/uL		F	01
-NRBC	-	-	-		X	01
-Hematology Comments:	-	-	-		X	01

GENERAL NOTES:

'Clinical Information: mb

COMP. METABOLIC PANEL (14)

-Glucose	83	65-99	mg/dL		F	01
-BUN	12	8-27	mg/dL		F	01
-Creatinine	0.51	0.67-1.00	mg/dL	Below Low Normal	F	01
-eGFR If NonAfrican Am	98	>60	mL/min/1.73		F	01
-eGFR If African Am	111	>60	mL/min/1.73		F	01
-BUN/Creatinine Ratio	24	12-28	-		F	01
-Sodium	143	134-144	mmol/L		F	01
-Potassium	4.1	3.5-5.2	mmol/L		F	01
-Chloride	108	98-108	mmol/L	Above High Normal	F	01
-Carbon Dioxide, Total	20	20-29	mmol/L		F	01
-Calcium	9.3	8.7-10.3	mg/dL		F	01
-Protein, Total	7.1	6.0-8.5	g/dL		F	01

Providence Family Practice
115 Blarney Drive
Suite 212
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Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS

1251 F JANE BASKIN
DOB 200 ATRIUM WAY
03/26/1946 COLUMBIA, SC 29223
(803) 354-2560

RESULTS PROVIDED BY

LabCorp Burlington
1447 York Court
Burlington, NC 272153361
800-762-4344 Director: William F Hancock MD

AGE ACCESSION #

74 00707856000

ORDERING PROVIDER

Prampton Henderson, MD

LAB ID SPECIMEN INFORMATION:

87156 Specimen ID: 007078560002019
Type:
Source:
Condition:
Total Volume:

RECEIVED ON

01/08/2019 09:13:28

REPORTED ON

01/08/2019 08:12:00

COLLECTION DATE / TIME

01/07/2019 16:01:00

FASTING

NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Albumin	4.6	3.6-4.8	g/dL		F	01
-Globulin, Total	2.6	1.5-4.5	g/dL		F	01
-A/G Ratio	1.7	1.2-2.2	-		F	01
-Bilirubin, Total	<0.2	0.0-1.2	mg/dL		F	01
-Alkaline Phosphatase	82	39-117	IU/L		F	01
-AST (SGOT)	23	0-40	IU/L		F	01
-ALT (SGPT)	23	0-32	IU/L		F	01

Specimen 007078560002019 facilities:

01:

LABCORP BURLINGTON
1447 YORK COURT
BURLINGTON, NC 272153361
800-762-4344 Director: SANJAI NAGENDRA MD

**Signed Off by F. Henderson, MD on 1/8/2019 5:24:39 PM.

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS

1251 F JANE BASKIN
DOB 200 ATRIUM WAY
COLUMBIA, SC 29223
1948 (803) 354-2580

RESULTS PROVIDED BY

LabCorp Burlington
1447 York Court
Burlington, NC 272163381
800-782-4344 Director: William F Hancock MD

AGE ACCESSION #

74 05807855010

ORDERING PROVIDER

Frampton Henderson, MD

LAB ID SPECIMEN INFORMATION:

70818 Specimen ID: 058078550102017
Type:
Source:
Condition:
Total Volume:

RECEIVED ON

02/28/2017 17:18:41

REPORTED ON

02/28/2017 08:35:00

COLLECTION DATE / TIME

02/27/2017 11:13:00

FASTING

NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
CBC WITH DIFFERENTIAL/PLATELET						
-WBC	5.8	3.4-10.8	x10E3/uL		F	01
-RBC	4.15	3.77-5.28	x10E6/uL		F	01
-Hemoglobin	12.7	11.1-15.8	g/dL		F	01
-Hematocrit	39.7	34.0-48.8	%		F	01
-MCV	86	79-87	fL		F	01
-MCH	30.6	28.6-33.0	pg		F	01
-MCHC	32.0	31.6-35.7	g/dL		F	01
-RDW	13.8	12.3-15.4	%		F	01
-Platelets	325	150-370	x10E3/uL		F	01
-Neutrophils	71	-	%		F	01
-Lymphs	17	-	%		F	01
-Monocytes	7	-	%		F	01
-Eos	4	-	%		F	01
-Basos	1	-	%		F	01
-Immature Cells	-	-	-		X	01
-Neutrophils (Absolute)	4.0	1.4-7.0	x10E3/uL		F	01
-Lymphs (Absolute)	1.0	0.7-3.1	x10E3/uL		F	01
-Monocytes(Absolute)	0.4	0.1-0.8	x10E3/uL		F	01
-Eos (Absolute)	0.2	0.0-0.4	x10E3/uL		F	01

Providence Family Practice
115 Blarney Drive
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LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
1948 COLUMBIA, SC 29223
(803) 354-2560

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272153381
800-782-4344 Director: William F Hancock MD

AGE ACCESSION #
74 05807855010
LAB ID SPECIMEN INFORMATION:
70816 Specimen ID: 058078550102017
Type:
Source:
Condition:
Total Volume:

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON
02/28/2017 17:18:41
COLLECTION DATE / TIME
02/27/2017 11:13:00

REPORTED ON
02/28/2017 08:35:00
FASTING
NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Baso (Absolute)	0.0	0.0-0.2	x10E3/uL		F	01
-Immature Granulocytes	0	-	%		F	01
-Immature Grans (Abs)	0.0	0.0-0.1	x10E3/uL		F	01
-NRBC	-	-	-		X	01
-Hematology Comments:	-	-	-		X	01

GENERAL NOTES:

'Clinical Information: ab

COMP. METABOLIC PANEL (14)

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Glucose	88	85-99	mg/dL		F	01
-BUN	10	8-27	mg/dL		F	01
-Creatinine	0.58	0.57-1.00	mg/dL	Below Low Normal	F	01
-eGFR If NonAfrican Am	85	>59	mL/min/1.73		F	01
-eGFR If African Am	109	>59	mL/min/1.73		F	01
-BUN/Creatinine Ratio	18	11-26	-		F	01
-Sodium	145	134-144	mmol/L	Above High Normal	F	01
-Potassium	4.0	3.5-5.2	mmol/L		F	01
-Chloride	105	88-108	mmol/L		F	01
-Carbon Dioxide, Total	18	18-29	mmol/L		F	01
-Calcium	9.2	8.7-10.3	mg/dL		F	01
-Protein, Total	7.3	8.0-8.6	g/dL		F	01

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
COLUMBIA, SC 29223
1948 (803) 354-2560

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272153361
800-762-4344 Director: William F Hancock MD

AGE ACCESSION #
74 05807855010
LAB ID SPECIMEN INFORMATION:
70818 Specimen ID: 058078550102017
Type:
Source:
Condition:
Total Volume:

ORDERING PROVIDER

Frampton Henderson, MD

RECEIVED ON
02/28/2017 17:18:41
COLLECTION DATE / TIME
02/27/2017 11:13:00

REPORTED ON
02/28/2017 08:35:00
FASTING
NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Albumin	4.6	3.5-4.8	g/dL		F	01
-Globulin, Total	2.8	1.5-4.5	g/dL		F	01
-A/G Ratio	1.6	1.1-2.5	-		F	01

NOTES on 'A/G Ratio':

Effective March 13, 2017 the reference interval
for A/G Ratio will be changing to:

Age	Male	Female
0 - 7 days	1.1 - 2.3	1.1 - 2.3
8 - 30 days	1.2 - 2.8	1.2 - 2.8
1 - 6 months	1.3 - 3.6	1.3 - 3.6
7 months - 5 years	1.5 - 2.6	1.5 - 2.6
> 5 years	1.2 - 2.2	1.2 - 2.2

-Bilirubin, Total	<0.2	0.0-1.2	mg/dL	F	01
-Alkaline Phosphatase	88	39-117	IU/L	F	01
-AST (SGOT)	16	0-40	IU/L	F	01
-ALT (SGPT)	20	0-32	IU/L	F	01

Specimen 058078550102017 facilities:

01:
LABCORP BURLINGTON
1447 YORK COURT
BURLINGTON, NC 272153361
800-762-4344 Director: WILLIAM F HANCOCK MD

**Signed Off by F. Henderson, MD on 3/1/2017 2:20:16 PM.

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
1946 COLUMBIA, SC 29223
(803) 354-2580

AGE ACCESSION #
74 09107852880
LAB ID SPECIMEN INFORMATION:
58315 Specimen ID: 091078528802016
Type:
Source:
Condition:
Total Volume:

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272163361
800-782-4344 Director: William F Hancock MD

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON
04/02/2016 08:04:39
COLLECTION DATE / TIME
03/31/2016 15:39:00

REPORTED ON
04/01/2016 15:36:00
FASTING
NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
COMP. METABOLIC PANEL (14)						F
-Glucose	92	65-99	mg/dL		F	01
-BUN	12	8-27	mg/dL		F	01
-Creatinine	0.75	0.67-1.00	mg/dL		F	01
-eGFR If NonAfricn Am	81	>60	mL/min/1.73		F	01
-eGFR If Africn Am	93	>60	mL/min/1.73		F	01
-BUN/Creatinine Ratio	16	11-26	—		F	01
-Sodium	145	134-144	mmol/L	Above High Normal	F	01
-Potassium	3.8	3.5-5.2	mmol/L		F	01
-Chloride	108	97-108	mmol/L		F	01
-Carbon Dioxide, Total	26	18-28	mmol/L		F	01
-Calcium	9.1	8.7-10.3	mg/dL		F	01
-Protein, Total	6.8	6.0-8.5	g/dL		F	01
-Albumin	4.2	3.5-4.8	g/dL		F	01
-Globulin, Total	2.7	1.5-4.5	g/dL		F	01
-A/G Ratio	1.6	1.1-2.5	—		F	01
-Bilirubin, Total	<0.2	0.0-1.2	mg/dL		F	01
-Alkaline Phosphatase	112	39-117	IU/L		F	01
-AST (SGOT)	21	0-40	IU/L		F	01
-ALT (SGPT)	17	0-32	IU/L		F	01

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
1848 COLUMBIA, SC 29223
(803) 354-2560

AGE ACCESSION #
74 09107852880
LAB ID SPECIMEN INFORMATION:
68316 Specimen ID: 091078528802018
Type:
Source:
Condition:
Total Volume:

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272183361
800-762-4344 Director: William F Hancock MD

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON
04/02/2016 08:04:39
COLLECTION DATE / TIME
03/31/2016 15:39:00

REPORTED ON
04/01/2016 15:38:00
FASTING
NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
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GENERAL NOTES:

Clinical Information: TL

B-TYPE NATRIURETIC PEPTIDE

-B-Type Natriuretic Peptide	24.0	0.0-100.0	pg/mL		F	01
-----------------------------	------	-----------	-------	--	---	----

Specimen 091078528802018 facilities:

01:
LABCORP BURLINGTON
1447 YORK COURT
BURLINGTON, NC 272153361
800-762-4344 Director: WILLIAM F HANCOCK MD

**Signed Off by F. Henderson, MD on 4/2/2016 10:39:13 AM.
**Comments: [Added by F. Henderson, MD]

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS

1251 F JANE BASKIN
DOB 200 ATRIUM WAY
1946 COLUMBIA, SC 29223
(803) 354-2560

RESULTS PROVIDED BY

LabCorp Burlington
1447 York Court
Burlington, NC 27215381
800-782-4344 Director: William F Hancock MD

AGE ACCESSION #

74 34907850030

ORDERING PROVIDER

Frampton Henderson, MD

LAB ID SPECIMEN INFORMATION:

52949 Specimen ID: 349078500302015
Type:
Source:
Condition:
Total Volume:

RECEIVED ON

12/17/2015 07:35:03

REPORTED ON

12/17/2015 08:38:00

COLLECTION DATE / TIME

12/15/2015 12:41:00

FASTING

NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Base (Absolute)	0.0	0.0-0.2	x10E3/uL		F	01
-Immature Granulocytes	0	--	%		F	01
-Immature Grans (Abs)	0.0	0.0-0.1	x10E3/uL		F	01
-NRBC	--	--	--		X	01
-Hematology Comments:	--	--	--		X	01

GENERAL NOTES:

'Clinical Information: SRC:UR Urine ab

BASIC METABOLIC PANEL (B)

-Glucose	92	66-89	mg/dL		F	01
-BUN	12	8-27	mg/dL		F	01
-Creatinine	0.71	0.57-1.00	mg/dL		F	01
-eGFR If NonAfric Am	87	>68	mL/min/1.73		F	01
-eGFR If Afric Am	100	>59	mL/min/1.73		F	01
-BUN/Creatinine Ratio	17	11-28	--		F	01
-Sodium	148	134-144	mmol/L	Above High Normal	F	01
-Potassium	4.1	3.5-5.2	mmol/L		F	01
-Chloride	107	97-108	mmol/L		F	01
-Carbon Dioxide, Total	23	18-28	mmol/L		F	01
-Calcium	8.4	8.7-10.3	mg/dL		F	01

VITAMIN B12

F

Providence Family Practice
 115 Blarney Drive
 Suite 212
 Columbia, SC 29223
 Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
 1251 F JANE BASKIN
 DOB 200 ATRIUM WAY
 03/26/1948 COLUMBIA, SC 29223
 (803) 354-2560

RESULTS PROVIDED BY
 LabCorp Burlington
 1447 York Court
 Burlington, NC 272153361
 800-762-4344 Director: William F Hancock MD

AGE ACCESSION #
 74 34907850030
 LAB ID SPECIMEN INFORMATION:
 52948 Specimen ID: 349078500302015
 Type:
 Source:
 Condition:
 Total Volume:

ORDERING PROVIDER
 Frampton Henderson, MD

RECEIVED ON
 12/17/2015 07:35:03
 COLLECTION DATE / TIME
 12/15/2015 12:41:00

REPORTED ON
 12/17/2015 06:36:00
 FASTING
 NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Vitamin B12	347	211-948	pg/mL		F	01
URINE CULTURE, ROUTINE						F
-Urine Culture, Routine	Final report	-	-		F	01
RESULT						F
-Result 1	No growth	-	-		F	01

Specimen 349078500302015 facilities:

01:
 LABCORP BURLINGTON
 1447 YORK COURT
 BURLINGTON, NC 272153361
 800-762-4344 Director: WILLIAM F HANCOCK MD

**Signed Off by F. Henderson, MD on 12/17/2015 4:56:12 PM.
 **Comments: [Added by F. Henderson, MD] / [Added by F. Henderson, MD]

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 1848 200 ATRIUM WAY
COLUMBIA, SC 29223
(803) 354-2560

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272153361
800-762-4344 Director: William F Hancock MD

AGE ACCESSION #
74 07607850570
LAB ID SPECIMEN INFORMATION:
39726 Specimen ID: 076078505702015
Type:
Source:
Condition:
Total Volume:

ORDERING PROVIDER
Frampton Henderson, MD
RECEIVED ON 03/18/2015 09:53:19
COLLECTION DATE / TIME 03/17/2016 11:45:00
REPORTED ON 03/18/2015 08:19:00
FASTING NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
CBC WITH DIFFERENTIAL/PLATELET						F
-WBC	3.8	3.4-10.8	x10E3/uL		F	01
-RBC	3.89	3.77-6.28	x10E6/uL		F	01
-Hemoglobin	11.9	11.1-15.8	g/dL		F	01
-Hematocrit	35.1	34.0-48.8	%		F	01
-MCV	80	79-97	fL		F	01
-MCH	30.6	26.6-33.0	pg		F	01
-MCHC	33.9	31.5-35.7	g/dL		F	01
-RDW	14.8	12.3-16.4	%		F	01
-Platelets	323	160-379	x10E3/uL		F	01
-Neutrophils	64	-	%		F	01
-Lymphs	22	-	%		F	01
-Monocytes	10	-	%		F	01
-Eos	3	-	%		F	01
-Basos	1	-	%		F	01
-Immature Cells	-	-	-		X	01
-Neutrophils (Absolute)	2.4	1.4-7.0	x10E3/uL		F	01
-Lymphs (Absolute)	0.9	0.7-3.1	x10E3/uL		F	01
-Monocytes(Absolute)	0.4	0.1-0.9	x10E3/uL		F	01
-Eos (Absolute)	0.1	0.0-0.4	x10E3/uL		F	01

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS

1251 F JANE BASKIN
DOB 200 ATRIUM WAY
COLUMBIA, SC 29223
1846 (803) 354-2560

AGE ACCESSION #

74 07607850570

LAB ID SPECIMEN INFORMATION:

39728 Specimen ID: 076078505702015
Type:
Source:
Condition:
Total Volume:

RESULTS PROVIDED BY

LabCorp Burlington
1447 York Court
Burlington, NC 272153361
800-782-4344 Director: William F Hancock MD

ORDERING PROVIDER

Frampton Henderson, MD

RECEIVED ON

03/18/2015 09:53:18

COLLECTION DATE / TIME

03/17/2015 11:45:00

REPORTED ON

03/18/2015 08:19:00

FASTING

NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Baso (Absolute)	0.0	0.0-0.2	x10E3/uL		F	01
-Immature Granulocytes	0	--	%		F	01
-Immature Grans (Abs)	0.0	0.0-0.1	x10E3/uL		F	01
-NRBC	--	--	--		X	01
-Hematology Comments:	--	--	--		X	01

COMP. METABOLIC PANEL (14)

-Glucose	82	65-99	mg/dL		F	01
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NOTES on 'Glucose':
'Specimen received in contact with cells. No visible hemolysis
'present. However GLUC may be decreased and R increased. Clinical
'correlation indicated.'

-BUN	12	8-27	mg/dL		F	01
-Creatinine	0.61	0.57-1.00	mg/dL		F	01
-eGFR If NonAfrican Am	93	>59	mL/min/1.73		F	01
-eGFR If African Am	108	>59	mL/min/1.73		F	01
-BUN/Creatinine Ratio	20	11-28	--		F	01
-Sodium	147	134-144	mmol/L	Above High Normal	F	01
-Potassium	4.2	3.5-5.2	mmol/L		F	01
-Chloride	108	97-108	mmol/L		F	01
-Carbon Dioxide, Total	21	18-29	mmol/L		F	01
-Calcium	9.5	8.7-10.3	mg/dL		F	01
-Protein, Total	6.7	6.0-8.5	g/dL		F	01

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS

1251 F JANE BASKIN
DOB 200 ATRIUM WAY
COLUMBIA, SC 29223
1948 (803) 354-2580

RESULTS PROVIDED BY

LabCorp Burlington
1447 York Court
Burlington, NC 272153361
800-762-4344 Director: William F Hancock MD

AGE ACCESSION #

74 07607850570

ORDERING PROVIDER

Frampton Henderson, MD

LAB ID SPECIMEN INFORMATION:

39728 Specimen ID: 076078505702015
Type:
Source:
Condition:
Total Volume:

RECEIVED ON

03/18/2015 09:53:18

REPORTED ON

03/18/2015 08:19:00

COLLECTION DATE / TIME

03/17/2015 11:45:00

FASTING

NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Albumin	4.4	3.8-4.8	g/dL		F	01
-Globulin, Total	2.3	1.6-4.6	g/dL		F	01
-A/G Ratio	1.9	1.1-2.5	-		F	01
-Bilirubin, Total	<0.2	0.0-1.2	mg/dL		F	01
-Alkaline Phosphatase	82	39-117	IU/L		F	01
-AST (SGOT)	16	0-40	IU/L		F	01
-ALT (SGPT)	16	0-32	IU/L		F	01

LIPID PANEL

-Cholesterol, Total	229	100-199	mg/dL	Above High Normal	F	01
-Triglycerides	73	0-149	mg/dL		F	01
-HDL Cholesterol	67	>39	mg/dL		F	01

NOTES on 'HDL Cholesterol':
'According to ATP-III Guidelines, HDL-C >59 mg/dL is considered a
'negative risk factor for CHD.

-VLDL Cholesterol Calc	16	5-40	mg/dL		F	01
-LDL Cholesterol Calc	147	0-99	mg/dL	Above High Normal	F	01
-Comment:	-	-	-		X	01

VITAMIN D, 25-HYDROXY

-Vitamin D, 25-Hydroxy	34.8	30.0-100.0	ng/mL		F	01
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NOTES on 'Vitamin D, 25-Hydroxy':
'Vitamin D deficiency has been defined by the Institute of
Medicine and an Endocrine Society practice guideline as a
'level of serum 25-OH vitamin D less than 20 ng/mL (1,2).
'The Endocrine Society went on to further define vitamin D
'insufficiency as a level between 21 and 29 ng/mL (2).
'1. IOM (Institute of Medicine). 2010. Dietary reference
intakes for calcium and D. Washington DC: The

Providence Family Practice
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Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
1046 COLUMBIA, SC 29223
(803) 354-2560

AGE ACCESSION #
74 07607850570
LAB ID SPECIMEN INFORMATION:
39728 Specimen ID: 076078505702015
Type:
Source:
Condition:
Total Volume:

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272163381
800-762-4344 Director: William F Hancock MD

ORDERING PROVIDER
Frampson Henderson, MD

RECEIVED ON
03/18/2015 09:53:19
COLLECTION DATE / TIME
03/17/2015 11:45:00

REPORTED ON
03/18/2015 08:18:00
FASTING
NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
1. National Academies Press.						
2. Holick MF, Binkley NC, Bischoff-Ferrari HA, et al.						
Evaluation, treatment, and prevention of vitamin D						
deficiency: an Endocrine Society clinical practice						
guideline. JCEM. 2011 Jul; 96(7):1911-30.						

Specimen 076078505702015 facilities:

01:
LABCORP BURLINGTON
1447 YORK COURT
BURLINGTON, NC 272153361
800-762-4344 Director: WILLIAM F HANCOCK MD

**Signed Off by F. Henderson, MD on 3/18/2015 8:18:37 PM.
**Comments: [Added by F. Henderson, MD]

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
COLUMBIA, SC 29223
/1946 (803) 354-2560

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272163381
800-762-4344 Director: William F Hancock MD

AGE ACCESSION #
74 07307850300
LAB ID SPECIMEN INFORMATION:
25830 Specimen ID: 07307850300
Type:
Source:
Condition:
Total Volume:

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON REPORTED ON
03/15/2014 10:14:26 03/15/2014 08:37:00
COLLECTION DATE / TIME FASTING
03/14/2014 12:01:00 NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
LIPID PANEL						
-Cholesterol, Total	213	100-169	mg/dL	Above High Normal	F	BN
-Triglycerides	82	0-149	mg/dL		F	BN
-HDL Cholesterol	64	>39	mg/dL		F	BN

NOTES on 'HDL Cholesterol':
'According to ATP-III Guidelines, HDL-C >59 mg/dL is considered a
'negative risk factor for CHD.

-VLDL Cholesterol Cal	12	5-40	mg/dL		F	BN
-LDL Cholesterol Calc	137	0-99	mg/dL	Above High Normal	F	BN
-Comment:	-	-	-		X	BN

VITAMIN D, 25-HYDROXY

-Vitamin D, 25-Hydroxy	28.5	30.0-100.0	ng/mL	Below Low Normal	F	BN
------------------------	------	------------	-------	------------------	---	----

NOTES on 'Vitamin D, 25-Hydroxy':
'Vitamin D deficiency has been defined by the Institute of
'Medicine and an Endocrine Society practice guideline as a
'level of serum 25-OH vitamin D less than 20 ng/mL (1,2).
'The Endocrine Society went on to further define vitamin D
'insufficiency as a level between 21 and 29 ng/mL (2).
'1. IOM (Institute of Medicine). 2010. Dietary reference
'intakes for calcium and D. Washington DC: The
'National Academies Press.
'2. Holick MF, Binkley NC, Bischoff-Ferrari HA, et al.
'Evaluation, treatment, and prevention of vitamin D
'deficiency: an Endocrine Society clinical practice
'guideline. JCEM. 2011 Jul; 96(7):1911-30.

CBC WITH DIFFERENTIAL/PLATELET

-WBC	4.5	3.4-10.8	x10E3/uL		F	BN
-RBC	4.13	3.77-5.28	x10E6/uL		F	BN
-Hemoglobin	12.4	11.1-15.9	g/dL		F	BN

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 1948 200 ATRIUM WAY
COLUMBIA, SC 29223
(803) 354-2560
AGE ACCESSION #
74 07307850300
LAB ID SPECIMEN INFORMATION:
25830 Specimen ID: 07307850300
Type:
Source:
Condition:
Total Volume:

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272153381
800-762-4344 Director: William F Hancock MD

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON
03/15/2014 10:14:26
COLLECTION DATE / TIME
03/14/2014 12:01:00

REPORTED ON
03/15/2014 06:37:00
FASTING
NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Hematocrit	37.4	34.0-48.8	%		F	BN
-MCV	91	79-97	fL		F	BN
-MCH	30.0	28.6-33.0	pg		F	BN
-MCHC	33.2	31.5-35.7	g/dL		F	BN
-RDW	14.3	12.3-15.4	%		F	BN
-Platelets	311	155-379	x10E3/uL		F	BN
-Neutrophils	70	40-74	%		F	BN
-Lymphs	18	14-48	%		F	BN
-Monocytes	7	4-12	%		F	BN
-Eos	4	0-5	%		F	BN
-Basos	0	0-3	%		F	BN
-Immature Cells	-	-	-		X	BN
-Neutrophils (Absolute)	3.1	1.4-7.0	x10E3/uL		F	BN
-Lymphs (Absolute)	0.8	0.7-3.1	x10E3/uL		F	BN
-Monocytes(Absolute)	0.3	0.1-0.9	x10E3/uL		F	BN
-Eos (Absolute)	0.2	0.0-0.4	x10E3/uL		F	BN
-Baso (Absolute)	0.0	0.0-0.2	x10E3/uL		F	BN
-Immature Granulocytes	0	0-2	%		F	BN
-Immature Grans (Abs)	0.0	0.0-0.1	x10E3/uL		F	BN
-NRBC	-	-	-		X	BN

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
1948 COLUMBIA, SC 29223
(803) 354-2580

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272163381
800-762-4344 Director: William F Hancock MD

AGE ACCESSION #
74 07307850300
LAB ID SPECIMEN INFORMATION:
25830 Specimen ID: 07307850300
Type:
Source:
Condition:
Total Volume:

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON
03/15/2014 10:14:26
COLLECTION DATE / TIME
03/14/2014 12:01:00

REPORTED ON
03/15/2014 08:37:00
FASTING
NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Hematology Comments:	-	-	-		X	BN
BASIC METABOLIC PANEL (8)						F
-Glucose	84	65-88	mg/dL		F	BN
-BUN	14	8-27	mg/dL		F	BN
-Creatinine	0.88	0.57-1.00	mg/dL	Below Low Normal	F	BN
-eGFR If Non-African Am	97	>59	mL/min/1.73		F	BN
-eGFR If African Am	112	>59	mL/min/1.73		F	BN
-BUN/Creatinine Ratio	25	11-28	-		F	BN
-Sodium	142	134-144	mmol/L		F	BN
-Potassium	4.0	3.5-5.2	mmol/L		F	BN
-Chloride	108	97-108	mmol/L		F	BN
-Carbon Dioxide, Total	22	18-28	mmol/L		F	BN
-Calcium	9.4	8.8-10.2	mg/dL		F	BN

Specimen 07307850300 facilities:

BN:
LabCorp Burlington
1447 York Court
Burlington, NC 272163361
800-762-4344 Director: William F Hancock MD

**Signed Off by F. Henderson, MD on 3/16/2014 8:51:43 AM.
**Comments: [Added by F. Henderson, MD]

Providence Family Practice
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Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID# SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
COLUMBIA, SC 29223
1948 (803) 354-2580

AGE ACCESSION #
74 34607855320
LAB ID SPECIMEN INFORMATION:
23851 Specimen ID: 34607855320
Type:
Source: UR
Condition:
Total Volume:

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272153361
800-762-4344 Director: William F Hancock MD

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON
12/14/2013 09:58:25
COLLECTION DATE / TIME
12/12/2013 12:11:00

REPORTED ON
12/14/2013 08:38:00
FASTING
NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
URINE CULTURE, ROUTINE					F	
-Urine Culture, Routine	Final report	-	-		F	BN

GENERAL NOTES:

Clinical Information: SRC:DR

Specimen 34607855320 facilities:

BN:
LabCorp Burlington
1447 York Court
Burlington, NC 272153361
800-762-4344 Director: William F Hancock MD

**Signed Off by F. Henderson, MD on 12/15/2013 5:48:28 PM.
**Comments: [Added by F. Henderson, MD]

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID # SEX PATIENT DEMOGRAPHICS
1251 F JANE BASKIN
DOB 200 ATRIUM WAY
1948 COLUMBIA, SC 29223
(803) 354-2560

RESULTS PROVIDED BY
LabCorp Burlington
1447 York Court
Burlington, NC 272153381
800-762-4344 Director: William F Hancock MD

AGE ACCESSION #
74 07307835950
LAB ID SPECIMEN INFORMATION:
9709 Specimen ID: 07307835950
Type:
Source:
Condition:
Total Volume:

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON REPORTED ON
03/14/2012 09:15:19 03/14/2012 08:38:00
COLLECTION DATE / TIME FASTING
03/13/2012 09:39:00 NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
VITAMIN D, 25-HYDROXY					F	
-Vitamin D, 25-Hydroxy	19.3	30.0-100.0	ng/mL	Below Low Normal	F	BN

NOTES on 'Vitamin D, 25-Hydroxy':
'Vitamin D deficiency has been defined by the Institute of
'Medicine and an Endocrine Society practice guideline as a
'level of serum 25-OH vitamin D less than 20 ng/mL (1,2).
'The Endocrine Society went on to further define vitamin D
'insufficiency as a level between 21 and 29 ng/mL (2).
'1. IOM (Institute of Medicine). 2010. Dietary reference
'intakes for calcium and D. Washington DC: The
'National Academies Press.
'2. Holick MF, Binkley NC, Bischoff-Ferrari HA, et al.
'Evaluation, treatment, and prevention of vitamin D
'deficiency: an Endocrine Society clinical practice
'guideline. JCEM. 2011 Jul; 96(7):1911-30.
'**Effective March 5, 2012, Vitamin D, 25 Hydroxy specimen**
'requirements will change to serum only.

GENERAL NOTES:

'Clinical Information:

Specimen 07307835950 facilities:

BN:
LabCorp Burlington
1447 York Court
Burlington, NC 272153361
800-762-4344 Director: William F Hancock MD

**Signed Off by F. Henderson, MD on 3/15/2012 12:24:32 PM.
**Comments: [Added by F. Henderson, MD]

AUTHORIZATION FOR THE RELEASE OF MEDICAL INFORMATION

Patient Name: Michele C. Moseley as Personal Representative for Jane E. Baskin
SSN: 9155
DOB: 1946

The following health provider is authorized to provide medical records and disclose patient identifiable health information:

Name: Frampton Henderson, MD
Address: 115 Blarney Drive, Suite 212
Columbia, SC 29223

Phone:
Fax:

The above named health provider is authorized to discuss my medical treatment and health information with my attorney, Richard C. Detwiler of Callison Tighe & Robinson, LLC.

The scope of the health information to be provided or disclosed is as follows:

All medical records for all dates of service for all medical conditions and treatment from the above named health care provider, including but not limited to doctor's notes, nurses notes, admission summaries, discharge summaries, emergency room records, physical therapy records, correspondence, test results, radiology reports, consultation reports, MRI reports, CT scan reports, out-patient records, operative notes, mental health treatment records, and any other documents in your possession or control. All billing records regarding the referenced incident. All medical release authorizations, notes, memoranda, correspondence, claim forms, reports and insurance documents regarding the referenced incident.

The health information is authorized to be provided to:

Thornwell F. Sowell, Esq.
Sowell & Durant
1325 Park Street, Suite 100
Columbia, SC 29201

Phone: (803) 772-1100
Fax: (803)

My attorney is authorized to act on my behalf regarding all insurance and legal matters. The patient identifiable health information received pursuant to this release authorization is to be used for the following purpose:

No-fault (PIP) insurance claims, liability claims, underinsured motorist claims, workers' compensation claims and all other insurance or legal matters related to my injuries or health condition.

Treatment, payment, enrollment or eligibility for benefits will not be conditioned on signing this authorization.

RIGHT OF REVOCATION: I have the right to revoke this release authorization at any time. The revocation must be in writing and be delivered to Richard C. Detwiler. The revocation will not apply to records and information that have already been provided.

EXPIRATION: Unless earlier revoked, this authorization will expire upon the termination of the representation by Richard C. Detwiler.

PATIENT RIGHTS: I have the right to inspect or copy the information to be disclosed, to inspect and amend my medical records, and to an accounting of the use and disclosure of my health information to any third party, as provided in CFR 164.528.

RE-DISCLOSURE: I understand that there is a potential for unauthorized re-disclosure of the information and that the re-disclosed information may not be protected by federal confidentiality rules.

PHOTOCOPIES OF THIS RELEASE ARE VALID AND MAY BE USED IN LIEU OF THE ORIGINAL.

DATE: 12/08/2020

SIGNATURE:

Michele C. Moseley
Michele C. Moseley as Personal
Representative for Jane E. Baskin

EXHIBIT

D

STATE OF SOUTH CAROLINA) **FILED** IN THE PROBATE COURT
COUNTY OF RICHLAND) Estate Number: 2020-GC-40-0072

IN THE MATTER OF THE TRUST
OF JANE E. BASKIN

2021 JAN -6 P 1:35
AMY W. MCCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

**TEMPORARY
SETTLEMENT AGREEMENT**

1. The litigation in this matter is stayed and all issues not decided are held in abeyance with full reservation of rights in regards to litigation, including the issue of attorney's fees.
2. William Walkup will remain as Trustee solely to continue to manage the money for investment purposes and he will continue to retain tax reporting responsibility for the caregivers.
3. Alex Weatherly shall be Special Trustee of the Jane E. Baskin Trust.
4. William B. Walkup agrees to pay the 2020 property taxes and shall provide the amount of \$513.84 to Alex Weatherly for him to pay the 2020 property taxes.
5. The agreed upon budget per month is as follows:

\$4810.00	Caregivers
\$150.00	Mortgage beginning in February
\$300.00	Electricity
\$60.00	Water
\$120.00	Cable
\$75.00	Cellphone
\$120.00	Pharmacy
\$75.00	Vet Bills
\$250.00	Boost/Depends (Supplies)
\$75.00	House Insurance
\$50.00	Property Taxes
\$650.00	Food/Dog Food and treats
\$250.00	Clothing/ Toiletries
\$150.00	Dining Out
<u>\$150.00</u>	Miscellaneous
\$7,285.00	
6. The parties agree that this budget shall be reduced by the personal income Ms. Baskin receives of \$860.00.
7. The parties agree that William Walkup, as Trustee, shall provide Ms. Baskin, as a beneficiary, \$6,425.00 per month to be paid to Alex Weatherly, as Special Trustee, for him to distribute as needed for the care of Ms. Baskin. The check shall be made payable to Callison & Tighe Trust Account and is to be deposited into their trust account for disbursement in accordance with the above budget.

8. William B. Walkup will provide a check for January 2021 in the amount of \$6,428.00 and shall be provided to Alex Weatherly by January 7, 2021.
9. Jane E. Baskin will move from her current residence at Atrium Place apartments into her home at 316 Summerlea Drive, Columbia, South Carolina 29203 by February 1, 2021.
10. The parties agree that this settlement agreement will be a temporary solution to determine its feasibility moving forward and the parties will report to the Court in 6 months' time with a progress report by July 16, 2021.

Jane E. Baskin

Jane E. Baskin, Beneficiary

1-6-2021
Date

Michele Moseley
Michele Moseley

1-6-2021
Date

Alex Weatherly
Alex Weatherly,

1-6-2021
Date

Richard C. Detwiler
Richard C. Detwiler

1-6-2021
Date

William B. Walkup, Trustee
William B. Walkup, Trustee

1/6/21
Date

Thornwell F. Sowell
Thornwell F. Sowell

1/6/21
Date

Bess J. DuRant
Bess J. DuRant

1/6/21
Date

EXHIBIT

E

Lori Elrod

From: Lori Elrod
Sent: Tuesday, July 27, 2021 12:35 PM
To: 'RickDetwiler@callisontighe.com' (Other); Alex Weatherly
Cc: Biff Sowell; 'Bess DuRant'
Subject: Jane Baskin

Mr. Detwiler,
Please send a proposed order over to pay your attorney's fees.

Lori Elrod
Clerk of Probate
Richland County Probate Court
P.O. Box 192
Columbia SC 29202
www.richlandcountysc.gov/probate

EXHIBIT

F

Jane E. Baskin, 2020-GC-40-00072, Emergency Hearing – Court's Transcript - 10.12.2021

The Court: Alright, we're making a recording in the matter of Jane E. Baskin 2020-GC-40-00072. This emergency hearing was scheduled by me and I all but demanded that the parties be here ordered that you be here, beckoned you to the Court. Based on our Zoom status meeting this morning. Present are Mr. Rick Detwiler on behave of Jane Baskin. Mr. Alex Weatherly currently serving as the special trustee for Jane Baskin. Mr. Sowell as attorney with Ms. Durant for Mr. Bill Walkup as the Trustee. Alright, so I am certain that there has been some huge misunderstanding and I am certain it's my fault. So bear with me while I walk through what I think I know, and urge you to correct whatever I have misunderstood. And I launch from the temporarily settlement agreement that we, you, entered on January 6, 2021. My memory is and I think the file reflects that was a trial in the matter and at the urging of me, and maybe even you felt it yourself, let's find a temporary solution and a temporary budget to see how it can work. And I think that's what this was meant to be. The agreement contemplates a look back into.... Check in how are you....6 months' time. Which the agreement says July 16. My memory, and I think the file reflects, is that while we checked in with you, and we got the accountings. No one raised any alarms until recently. And the recent alarm was I need to increase the budget for Mr. Weatherly based on costs and expenses that were increasing or something. Had you before this morning alerted me or this Court that there was a problem. Mr. Sowell, Ms. Durant, Mr. Walkup what did we miss?

Ms. Durant: Your Honor...

The Court: Please stay seated so that, the primary reason is to make sure to get you on the microphone. Secondly let's just all stay seated

Ms. Durant: May I take off my mask

The Court: As long as those around you are comfortable, the rules are ever-changing about this masking thing

Ms. Durant: Billy are you okay if I take my mask off? Biff, are you ok? Alex? Rick? You okay if I take my mask off?

[Everyone stated it was okay to do so.]

Ms. Durant: Your Honor, we first raised an issue about the accounting in a memorandum that we filed with this Court that was entered about August 2nd. And it starts, the argument started on page 3 about issues we saw in the accounting. That is the extent that we notified the Court of any issues we had with the temporary settlement agreement. We also voiced our concerns about not receiving due process, once we receive notice from your clerk that an award of attorney fees might be issued. Those were the two opportunities that we raised an issue about the temporary settlement agreement, with the Court.

The Court: Okay can we all get to her August the, you said August the 2nd?

Ms. Durant: Yes, your Honor. Well, I emailed it in on August the 2nd, to Ms. Elrod, with a copy to you and a copy to Mr. Detwiler and Mr. Weatherly and its entitled "Defendant's

Memorandum in Opposition to Plaintiff's Proposed Order on Plaintiff's Petition for Attorneys' Fees and Costs, Pendente Lite."

The Court: Somethings wrong... Oh, I think I found it. Alright do you happen to have yours?

Ms. Durant: Yes, your Honor. Do you need a copy?

The Court: No, I have mine. I was actually asking Mr. Detwiler

Mr. Detwiler: I do not. (To Mr. Weatherly) Do you happen to have it?

Mr. Weatherly: I think so.

The Court: I have a clocked in date of August the 5th of this year. Defendant's Memorandum in Opposition to Plaintiff's Proposed Order on Plaintiff's Petition for Attorneys' Fees." (To Ms. Durant) Is that what you just said?

Ms. Durant: Yes, your Honor.

The Court: Do you have yours?

Mr. Detwiler: We have it, your Honor.

The Court: So, I understand the attorney's fees are a big overwhelming looming issue, but certainly that's not what we were focused on this morning

Ms. Durant: No, your Honor. To clarify the attorney's fees are a completely separate issue than this issue that I wanted to direct to your attention in paragraph 3 in the 2nd paragraph. I'm sorry that was poorly worded, I guess that is section 3, the second paragraph of that section that starts with "the study of Baskin's recent accounting shows," and it goes down to list what we saw as issues with the various accountings we received from Mr. Weatherly's office.

The Court: Okay, so going into the specifics of the accounting that you had not been provided, have you seen those to date?

Ms. Durant: We have not seen any back up documents to date. No, your Honor.

The Court: Is that part of why Mr. Walkup wants to, for lack of better phrase, terminate the temporary agreement?

Ms. Durant: I think that it's a little part of it, but not the grand sum of it.

The Court: Okay, it seems like we need to get into the weeds of the accounting, which is why I ask Mr. Weathersly to bring...

Mr. Weatherly: Weatherly.

The Court: I keep messing it up. I messed it up every time this morning, I don't know what's wrong with my brain and names this morning, so please forgive me.

Mr. Weatherly: My wife does the same thing.

The Court: *laughs* I doubt that.

The Court: But I think my question comes back to you and Mr. Sowell, I was alarmed that it was with great, definite statement that you were no longer that you were no longer going to pay the special trustee and no longer going to abide by the agreement. Did I miss hear you? Is that a motion that I haven't seen? Is that something you have said previous to this morning's Zoom meeting?

Ms. Durant: Your Honor, if I could answer for Mr. Sowell, because I think there is some confusion between the two of us.

The Court: Okay.

Ms. Durant: Him and me... When we approached this status conference, we both discussed, without getting into the details of our attorney/ client relationship, that we had viewed the temporary settlement agreement as being one, temporarily and over for what we thought was going to last six months and be over and that you would revisit it to see if it could continue on, was number one. And number two that we did think it would be breached because we find that Mr. Weatherly, or the special trustee, did not follow the line items, as he and Ms. Mosley laid out for this Court back in June... I mean January. I should have earlier in the conversation probably alerted you to the fact that we did view that the agreement was over and done with. I did not think that it was as definitive as we are now contending it is. But, long story short, we've always, from the beginning of today before the Zoom, I was not as clear as I should've been that it was over and done with, in our minds.

The Court: I just don't know how you get there without asking for a hearing to address the concerns for its continuation, because my mindset is that it is working. I have... and I see you raising concerns about the details, which you are entitled too... but I do not see the level of alarm raised before a statement in what I consider a regroup meeting this morning. Which was based on your concerns like "We are not ready to hear the meat of anything," and I think we said in response, "Okay let's turn this into a status meeting," which is what I consider this morning and I am sorry if that was in any way miscommunicated from me or my staff. However, I did not hear your alarm bells going off before your statement this morning, which is we're not going to abide by the agreement any longer and we're not going to make any payments... and then there was the confusion, he would continue to pay, but he wouldn't pay it to anyone but Jane Baskin.

Ms. Durant: That was my error. That was my error.

The Court: Where are we? Why don't take this... why don't I give you this back and you take me to where you really are and why you're there.

Ms. Durant: Starting from the beginning, that we view the settlement agreement as temporary, and I think the settlement agreement is no longer feasible.

The Court: But he continued to pay, per the agreement.

Ms. Durant: Understand your Honor, but we thought we were coming back to the Court in July to discuss everything and it ended up just being...

The Court: It's October why didn't you just... why wouldn't you just come bang your hands on the desk, give me a hearing in July.

Ms. Durant: I hear and understand your frustration, and perhaps we should've but we didn't. But, we're here today doing that.

The Court: Without proper alarm of the concerns before statements this morning, other than the concern of the detail of the accounting... right?

Ms. Durant: Well the detail of the accounting, like I said is a small part of a much larger part... The much larger part is that Mr. Walkup wants his day to be heard.

The Court: I have heard you clear on that, and tried to schedule that this morning.

Ms. Durant: And he is willing to abide by the temporary settlement terms, if we could get that hearing date scheduled early.

The Court: I've got no two days before that.

Ms. Durant: Okay well if that's...

The Court: Again I find it, I use the word weird... bazaar... that I have you down for the 21 and 22 but he'll abide by the agreement as long as I give it to him before the 20th.

Ms. Durant: No, I missed you there.

The Court: Well we had it on the calendar for December 21st and 22nd.

Ms. Durant: Okay.

The Court: And I thought your letter to me this morning was "we'll abide by the agreement as long as we get a hearing before December 20th."

Ms. Durant: we just want a hearing, we'd prefer a hearing next month

The Court: I mean you had December 21st and 22nd

Ms. Durant: Then I just mistyped, I should've typed the 21st. That's my error, again that's my error. I'm having a bad day.

The Court: I think we can agree that we both are.

Ms. Durant: I had a bad day and wrote the 20th when I should've wrote the 21st. Mr. Walkup is just ready to put up his case, to have you hear his side of the story. I can't frame it... And you've heard it a hundred times from me... And I can't be any clearer about it... He wants to tell you his side of the story as soon as possible. He feels his name's been dragged through the mud, he wants to make you sure that he is not person that he is alleged to be

The Court: I want to beg you for some reasonableness right now. You want your day, I will give it to you, sir. There's not ever been a question that you weren't entitled to it, if you could not live with this agreement any longer. Tell me what's wrong with it? Tell me what is hurting the concept of this agreement? Tell me do you believe she's in danger?

Mr. Walkup: [inaudible]

The Court: Well, I think you're the driver of this issue and while your attorney's are here to speak for you, I need to know... You're willing to blow up what seems to be working, and I don't understand.

Mr. Walkup: Your Honor, I told you the truth, the whole truth, so help me God

The Court: That's not the question. That's not what I asked you.

Mr. Walkup: And I will continue to do that.

The Court: That's wonderful. I'm asking you very specially, are you concerned about her well-being?

Mr. Walkup: I am concerned that her guardian ad litem said she needs 24/7 care, which is what I had been saying for years, and she's getting only 36... 49 percent care. As a fire in the middle of the light, she has no way of getting out.

The Court: Okay, let's just pause right there. And let me hear you, what level of care is she receiving? How many hours a day? How are the evenings, and that time frame other than when their caregivers are their being handled? Give me the whole story.

Mr. Weatherly: Your Honor...

The Court: Pull the mic over please.

Mr. Weatherly: Your Honor, when we entered into the settlement agreement, the amount that was lighted for care was for about 72 hours a week, with the understanding that she would not have around the clock care. She went into the hospital not long after that. When she returned to home, significantly more care was necessary. She was receiving about 95 hours a week care. And that's what we booked to make sure that... Because she could not take care of herself, pretty much at all at that point. She has since returned to the place where she can deal with less care, we now think she needs about 91 hours a month. And that's what we requested in the Motion we followed in July, to get additional funds in order to cover that 91 hours. That breaks down to her being cared for about 5 hours during the day. There is a lady... As I should point out your Honor, as the Court required, there is a lady living there in the house with her. So if she needed to get out, there is someone there who is specifically charged to get her out of that house, in the event that there is a problem. And so while she doesn't have oversight care for 24 hours a day, there is someone there who their throughout most of the time and certainly during the evenings.

The Court: And all throughout the night?

Mr. Weatherly: Through the night... All the way through the night.

The Court: Who is that person?

Mr. Weatherly: I'm sorry, I can't remember her name off the top of my head, but... her first name is Pat, but I can't remember her last name.

The Court: Is she paid to do that?

Mr. Weatherly: She receives free rent, and she contributes to the utilities.

The Court: Which was the initial plan, good job! (To Mr. Walkup) Do you remember that? Do you remember us discussing that in January?

Mr. Walkup: And I was told that, that lady would be moving in June.

Mr. Weatherly: And we were going to look for a replacement, but, as it turns out, she decided to stay longer. And right now her staying is indefinite.

The Court: (To Mr. Walkup) That may not have been something that you were aware of.

Mr. Walkup: No one has told me that.

The Court: Wonderful. So this is good news. So that concern can be eliminated based on this new information for you. Do you agree?

[Inaudible noise]

The Court: I don't know what's wrong with the microphone, I don't know what's wrong and I apologize.

Mr. Walkup: I'm having a little trouble hearing you, but go ahead say that again please.

The Court: Certainly, that's new information for you?

Mr. Walkup: Right.

The Court: You were not aware that someone was staying with her overnight and longer than the hours that you could see being paid for.

Mr. Walkup: That's correct.

The Court: So that's good information.

Mr. Walkup: It's good she's got that. Is it a permeant situation?

Mr. Weatherly: Your Honor, it's our understanding that it was one of the Court's requirements, so until the Court would relieve the requirement it would remain in fact.

The Court: So that's a good thing, we agree on that.

Mr. Walkup: That's a good thing that somebody's there to help her get out, because she could not get out herself.

The Court: So we can check... Put a little check mark to put next to that concern. What's your next one?

Mr. Walkup: My concern, if you would give me a few minutes to speak, is that the very sad truth is that Jane has made a 31 year career of telling lies and fabricating stories about me.

The Court: Okay, we're not doing that today Mr. Walkup. What I want to hear is what you have concerns about with the current agreement. What else about this agreement is concerning you, to the degree that you would want to have it terminated, obliterated? What else about it is concerning you? Because we just eliminated one concern, that she is more safe than you realize.

Mr. Walkup: Well, I'm happy about that.

The Court: What's your next concern?

Mr. Walkup: My next concern is my own well-being. This has been the most difficult situation that I've ever gone through in my life. I wake up every middle of the night, every night, lose sleep. This person has a physical disability and I've cared for her and I still care for her and love her, but the reality is she has no conscious about telling false information under oath.

The Court: Mr. Walkup, I have to suggest that your focus today needs to be on what's wrong with agreement, and what about it needs to be amended to get us to the place that gives you your day in court. This is not that day. This is not your day to tell me what lies she's told about you, or anything else about the story of your feelings and your reputation. Today is the day about the agreement. Is there anything else about the agreement that is giving you concern that we can get to December, the date of your trial, to finish out the trial?

Mr. Walkup: I have... I was unable to present any of my witnesses in defense. I sat down for two days, hearing all of the other side.

The Court: I am going to stop you again. Will you see if this microphone is any better for you, would you mind just going over there and sitting at that desk? I don't know what's wrong with that microphone but it's going to come through very scratchy.

[Mr. Walkup moves to a new table]

Mr. Walkup: Am I too close to it?

The Court: I don't know what's happening, just give it a shot.

Mr. Walkup: Is this any better?

The Court: Yes, sir.

Mr. Walkup: Okay. I'll talk louder then.

The Court: Can we move a copy of the agreement over to him. I really want you to focus on this agreement. What about the agreement, and you can even say, "I'm concerned about the accountings." Let's give him his accountings, Mr. Weatherly's the accounting please.

Mr. Walkup: Is this the original agreement?

The Court: Yes, sir. Do you have your copies of the accountings?

Mr. Walkup: I have seen the accountings.

The Court: Mr. Weatherly has filed I think three accountings, maybe four.

Mr. Weatherly: Nine, your Honor.

The Court: Nine.

Mr. Weatherly: Oh no, I'm sorry your Honor. I have one ready to file, and I have extra copies if anyone in the Court wants me to share with Mr. Walkup.

The Court: What we're really needing to focus right now on is what do we need to address in the agreement? What does he need to answer for you, about either the agreement or the accountings that can bring the temperature down, to get you to a December 21st /22nd trial date?

Mr. Walkup: I don't have any problem with agreement itself.

The Court: Okay.

Mr. Walkup: I have a great problem with the delay in having my truth be told and the strain it has on my life. My family has said to me numerous times you just need to resign and give up the trusteeship and the management of the funds.

The Court: Well, I think that's just acceptable. If you want to do that I think that's very acceptable to take this pressure and turmoil off of you.

Mr. Walkup: But the reality is that it has caused me huge emotional and financial strain, huge legal bills, and if I just resign from those positions, it seems likely that you'd just say, "Well, Mr. Walkup's pays all the legal bills."

The Court: I think you can separately either agree to that or put that before me as a separate issue to decide. I don't like the fact that you're in pain. I don't want anyone to be in pain. I don't like any turmoil, but I also don't want to blow up an agreement that appears to be, I think we can agree, 80 to 90 to 95 percent working. The real focus, and I know that you'll agree with me, is her physical safety, her medical care, and her enjoyment of the life that she has been given, with the moneys available. Everything else is a side issue.

Mr. Sowell: Your Honor, may I interject?

The Court: Yes, sir.

Mr. Sowell: And I want to make this one point with you, which is the only point that I made this morning, this agreement says in its caption that it is temporary.

The Court: Sure.

Mr. Sowell: It says in the final paragraph of the agreement, that it is temporary. We thought that it would be over, in fact I think there's an argument to be made that, I'm not really making it right now just for the sake of cohesion, I guess that's what you'd call it, that the agreement was over in July when these accountings or whatever...

The Court: I just can't see how we're really making this the headway.

Mr. Sowell: May I speak... I've got to make this argument. And once I get through with it, it'll probably be the last thing I will have to say. It is my belief that this agreement was over at the

appointed date, for the Status Conference in July. There was no Status Conference in July, there was one set for October the 12th, so Mr. Walkup, as I'd say as a matter of grace, but not a matter of contract because I think that agreement was over in July. As I continued to make these payments, as continued to make them, and they are up to date as of today. He has never avoided or attempted to avoid or attempted to circumvent that temporary agreement. It was my belief, and continues to be my belief, that today was the Status Conference to decide what would be the fate of that temporary agreement. It is our position that the agreement is over, because it was temporary, and we are not any longer bound by it. One of the major reasons, if not the major reason for that position, is that Mr. Walkup has repeatedly told us, without waving the attorney/client privilege, that he wants to have his day in court. We have repeatedly told him, without waving the attorney/client privilege, that the Court generally sets the schedule for trials, and hearings, and whatever. And so, in effect, we have fought off our own client up until today. I'm not willing to do that anymore, I think that agreement was temporary and I think that it is over. We have continued to make those agreed payments beyond July. We have indicated that we are agreeable in making them, continuing to make them without any wavier of our position just to keep this think going until December 21 or 22, although we would like a hearing at an earlier date if possible. And that's what I have to say. Thank you.

Mr. Detwiler: You're looking at me as if there is something to respond to, your Honor. I agree with you that it is... Or it is incredible to me that someone... Let me back up. The one thing that we have not talked about today other than, well you have talked about it, but I haven't anything from the Trustee side, talking about Jane Baskin's well-being. Not a word. All I've heard is how his feelings are hurt and how he wants his day in court so he can tell you what he wants to tell you, but there has been no discussion of her well-being. It is incredible to me that anyone would suggest that this agreement can just be unilaterally dispensed with by the Trustee, A. And B, that's not what the document says. The document says that the temporary agreement that will make progress reports to the Court, which both sides did, by July 16th. It also says this, your Honor, and I also made this point this morning, and I think we need to revisit it if you don't mind. It says that this agreement will be a temporary solution and to determine its feasibility moving forward. Well what we have here is an agreement that is working. Mr. Walkup just testified that he didn't have any problems with the agreement...

The Court: He didn't testify, he stated.

Mr. Detwiler: You're right. He stated. He just stated that he didn't have any problem with the agreement. He did not raise any questions about the accounting. All he said was he dislikes the delay that has occurred with him having the ability to come before you and tell you that he feels he has been wronged. Which is not really particularly relevant to the issues before this Court. Now it would be our position that it would be sort of the mirror image of what Mr. Sowell just said, that we have reached a point after this temporary solution at which the Court can determine that this is feasible, and it should be made a final agreement, and a final order to the Court. It's working. Now, if there is anything that we could do on our side that would Mr. Baskin, excuse me Mr. Walkup, with a decision to resign as Trustee, we would be more than happy to do that. I am with you, I hate that he is tortured by all of this. We have presented a case, and there were 2 day of hearings. One day was our case, one day and the second entire day was Mr. Walkup

testifying. The entire day. I don't know what else he needs to say, but if he needs to present more evidence and the Court feels like it's relevant to the issues before the Court then so be it. I don't see how it could possibly be. Ms. Baskin is doing well as I reported to the Court this morning. Mr. Weatherly and I, in anticipation in this meeting today, we physically went over and met with her on Friday afternoon at 3:15. We had a very good visit with her, she was doing very well, she was very coherent. She's difficult to understand as you said, but I understood everything she said. She had a remarkable memory of the events. She stated that she still wanted the thirteen thousand and some odd dollars, and she stated it to the penny, that she gave to Mr. Walkup to invest for and she wanted that back. I know that's water under the bridge, but my point is that clarity of her communication was remarkable. And she's physically about like she was, I would say. Mr. Weatherly can say whether he agrees or not, but that's my view of it. You've allowed me a minute to ramble and I apologize for rambling, but I am at my wits end with this case. We have invested, as you know, a lot of time and effort on behalf of Ms. Baskin and we feel like we've done a good job for her. We will represent her until the end, with or without pay. But what we're doing here today is a remarkable waste of energy, in my view. We ought to get this matter wrapped up. Mr. Walkup, if he can't resign, then we need to move forward with the agreement that we have here in place. I would encourage him to think about resigning, but that's up to him and that's up to the Court. There is one other thing that needs to be mentioned, Mr. Weatherly has provided 9 accountings, monthly accountings. Since we have had this trial, 9. How many has Mr. Walkup provided? None. The answer is none. He has provided no accounting. And of course the reason we tried this case in the first place is because we had gotten 2 accounting over the 30 year course of this Trust. And here we are again, and we have yet to get an accounting.

The Court: (to Mr. Walkup) May I have it? The accounting?

Mr. Walkup: The accounting today? Yes.

Mr. Sowell: Well, we wrote the Court a letter in July with an accounting...

The Court: May I have an actual accounting?

Mr. Sowell: I mean Mr. Detwiler says whatever he wants too, but we wrote the Court in July.

The Court: It's not about that, can I have an actual accounting?

Ms. Durant: This is what we were able to pull since your email, your Honor.

The Court: Money should be a push of a button at any day and anytime.

Mr. Sowell: I don't know what he's talking about when he says we've provided none.

The Court: I just want the accounting.

Mr. Sowell: I take great umbrage at what he said.

The Court: Okay, what do you want me to do today? Because you are arguing what I consider very conflicting and contrary points and I do not understand.

Mr. Sowell: Well, we have said as plainly, as we can, that we will continue to make those payments to Mr. Alex Weatherly, until we have a hearing on the 21st and 22nd of December,

although we would like to have it earlier. That is our position. And otherwise we don't believe that it is enforceable but we are willing to do so because the Court is asking us to.

The Court: Well, I am not going to ask anymore. I am going to order you to. This is getting to the point of ridiculous.

Mr. Sowell: I cannot agree. I might agree it's ridiculous, but I don't have the same view of it as the Court does.

The Court: Let's all read paragraph 10 together. Mr. Walkup, look at paragraph 10 of the agreement.

Mr. Walkup: Pardon?

The Court: Paragraph 10 of the agreement.

Mr. Walkup: "The parties agree that this settlement agreement will be a temporary solution to determine its feasibility moving forward and the parties will report to the Court in 6 months' time with a progress report by July 16."

The Court: There is no concept that anybody's mind that terminated with some automatic function, on July 16 of 21. And if you thought you did, and you wanted to be reassured it was, that would be a Motion. And at any point you can ask me to schedule the finality of your trial, because you are concerned that he did not get his day in court. Which I have done at your request, this morning.

Mr. Sowell: And we have agreed to it. And we have agreed to continue making those interim payments in the...

The Court: ... While in the same breathe telling me the temporary agreement, in your mind, is terminated.

Mr. Sowell: True.

The Court: Okay.

Mr. Sowell: Quiet true.

The Court: Not okay. That part is not okay.

Mr. Sowell: I'm just telling you what my position is.

The Court: Okay. You asked me, specifically the fate of the temporary agreement is how you saw today. The fate of the temporary agreement: it is still in place. Mr. Walkup, it is still in place. Please don't be thinking that it is anything but still in place. The hope was that it was to get you to a place where it would be, on some level, the foundation of final agreement. I welcome your resignation.

Mr. Walkup: May I ask this question, please?

The Court: Certainly.

Mr. Walkup: Did I understand that there was a request for the fees to be paid by me by these attorneys in July?

Mr. Detwiler: Yes. Absolutely. And I also made a corresponding request that, if not, they be paid by the Trust.

The Court: You and they, with Jane's obvious involvement, can agree to anything different. At the end of the day, at the end of your trial in December, I've got lots of decisions to make. You're giving them all to me to make, unless you agree to something else yourselves, which is the foundation of this agreement. Try this out for a while and see if it can work. I thought it was wonderfully. So I'm shocked it was over in your mind and you're ready to go back to litigation mode. Nothing great comes of litigation, but you'll get an answer. You remain in control of your own situation, until you give it all to me. But you are in no way going to blow up this temporary agreement based on some aggrieved feelings. And I will put that in an Order as my ruling on your request for the fate of the Temporary Agreement.

Mr. Sowell: I understand, but I reiterate that I think it's already over and I don't really think you have the jurisdiction to do that, but...

The Court: Ok.

Mr. Sowell: Respectfully...

The Court: No, let's go to the Code.

Mr. Sowell: I will...

The Court: No, let's go to the Code.

Mr. Sowell: ...receive your Order.

The Court: Let's go to the Code. 62-7-111. You gave me... You invoked my jurisdiction when this lawsuit was filed and you answered and we had a half of a hearing. You entered into what I can be described as a non-judicial settlement agreement.

Mr. Sowell: I agree with that.

The Court: Ok. In the Reporter's Comments: "While the SCTC..." South Carolina Trust Code...

Mr. Sowell: Temporary settlement agreement. I don't think we entered into a non-judicial settlement agreement. I think we entered into a temporary settlement agreement.

The Court: Mr. Sowell, I don't know what we are doing. I thought we were absolutely, before you interjected your need to argue the temporariness and termination of the settlement agreement, in a very good place, with your client agreeing that he had no problem with the settlement agreement. So, I don't know what we're doing.

Mr. Sowell: I can't help that. I know what I'm doing.

The Court: That sounds insulting.

Mr. Sowell: Well, I can't...

The Court: So, I'm not sure how to receive that either.

Mr. Sowell: I'm just saying that I have to make these arguments, because I believe they are correct. I respect the Court and I will respect the Court's rulings.

The Court: Then give me the Code section that supports your argument and position contrary to what I am trying to accomplish today.

Mr. Sowell: Well, it was not a Court ordered settlement.

The Court: I didn't say it was.

Mr. Sowell: And I understand what you say...

The Court: Why don't you read the Code section with me before we argue further.

Mr. Sowell: I mean, I don't have it so I can't read it. You can read. I can guess... I don't have it.

The Court: Do you not have digital access to the...?

Mr. Sowell: Well, maybe. (To Ms. Durant) Do we? Do we have it? (To the Court) Ok, I'll read it.

The Court: Why don't we take a moment and I'll show it to you in chambers.

Mr. Sowell: Ok.

RECESS FOR MEETING IN CHAMBERS

The Court: So we took a break for us to look at the law together and, Mr. Sowell, I think you'd agree that the Court can intercede in a non-judicial agreement, in the oversight of its temporariness, to make sure that the status is maintained until such trial date set now for December 21st and 22nd.

Mr. Sowell: To that limited degree, yes.

The Court: Thank you, sir. Now on the table, is the issue of an increase in the monthly amount. And the amount you're asking for, Mr. Detwiler and Mr. Weatherly, is how much? The amount of the increase is how much?

Mr. Detwiler: Your Honor, I'll let Mr. Weatherly address the exact increase amount, but just for the record, this was a motion that was filed on July 20th, 2021, to increase the settlement amount, the monthly amount that is.

Mr. Weatherly: Your Honor we requested an increase from \$6,425.00 per month, which was the Trustees portion of the total seven thousand odd dollar a month budget, to \$8,105.00 per month. And that is principally in order to increase the caregivers from 72 hours at \$15.00 dollars a month, to, I believe its 91 hours, at \$15.00, dollars a month. Now there are other parts to that increase, but that is the bulk of it.

The Court: And I believe Ms. Durant that you said you wanted to see the documentation of the caregiver time and how it is paid. Not just the check saying or an accounting saying that it was paid. May I ask you to afford yourself and maybe your client to look at these documents, which are the caregivers' time.

[Inaudible discussion]

The Court: And Mr. Walkup, I believe that you said, that was one of your concerns that she needed more care.

[Inaudible discussion explaining the accounting]

Mr. Walkup: Absolutely.

Mr. Weatherly: My assistant has prepared for the time based on the number of hours, \$15.00 dollars an hour. My bookkeeper reviews it, I have a firm bookkeeper and then she cuts the checks. And then we keep copies of all the checks, as you can look at each payroll.

The Court: Let's let them take a minute to flip through it.

Mr. Weatherly: Take your time. There are a few other bills where we paid the pharmacy bills and for the wheelchair and things like that. And the backup for them should be in the file.

Ms. Durant: Your Honor, is this something we could get in electronic format and study up on it? I don't think Mr. Walkup is in the position right now to make any decisions.

The Court: Well, can we try? Because the decision is that, can we pay for more caregiving time? I believe he indicated that was one of his main concerns, providing more caregiving time. So if the cost is already increased, already incurred, or already in need of it being incurred because of her well-being and her care, then let's try to resolve it today. And yes of course we will provide it subsequently in electronic format, but let's look at the paper right now if we can, please. The paper is to justify that it has been going on. The paper is to justify the process that he is using. If you're concerned about his process of hiring or managing their time, let's discuss that. But my memory is Mr. Walkup, that when you managed the caregiver time, that they reported to your secretary their time for the week or their hours for the week and you pay them, is that correct?

Mr. Walkup: Correct.

The Court: And I think that's what I just heard Mr. Weatherly describe as his process. Would you look at the records for a moment please, and let's see if we can resolve this? That you are not concerned about his process. The accuracy of the hours.

Ms. Durant: (To Mr. Walkup) So this is the invoice that Michelle submits to Alex. Then it is followed up by the

Mr. Weatherly: (To Mr. Walkup) And we cut individual checks to each of the caregivers.

Ms. Durant: (To Mr. Weatherly) And how is Pat Macintosh taking into account in here?

Mr. Weatherly: (To Ms. Durant) Her situation is that she gets rent free, so she stays there and then she contributes a small amount to Jane. She pays directly to Jane each month for utilities.

Ms. Durant: (To Mr. Weatherly) Okay, but does she do any caregiving, per say?

Mr. Weatherly: (To Ms. Durant) She's not one of the caregivers. But she's there at night to help Jane in any event that she needs to go in an emergency or something like that.

The Court: Does she make meals for her?

Mr. Weatherly: Most of the time there is a caregiver while they are there.

The Court: ...Assist her while getting into bed?

Mr. Weatherly: They should have someone to help her with that at night. The caregiver basically starts early in the morning and goes till about midafternoon, and then a caregiver comes back in the evening to get her to get ready for bed. I am not sure the exact time, but I could probably figure it out by looking a schedule here that was turned in last week.

The Court: And you have how many hours a week of care now, and how many hours do you want to go to?

Mr. Weatherly: We want to be able to give 91 hours in a week.

The Court: And right now you are?

Mr. Weatherly: 72.

The Court: Mr. Walkup, can you agree to the increase in hours per week?

Mr. Walkup: Yes.

The Court: And then the obviously the increase cost?

Mr. Walkup: And the cost, yes.

The Court: Alright.

Mr. Weatherly: And just a second, the Court knows the other items that we were primarily wanting to increase is that because Jane was sick she has additional pharmacy issues, so we were wanting to increase that from \$120.00 to \$260.00 a month, which is a \$140.00 increase. She has additional supplies needs, because the caregivers have to be more involved in changing her and things like that. And so we were looking for a \$250.00 a month increase in the supplies. And then on the homeowner's insurance that had to go from \$75.00 to \$116.00, because the insurance agent called and if we're going to have caregivers there and if one of them had an accident that might not be covered. So we added caregiver insurance, which increases that from \$75.00 to \$116.00, which is a \$41.00 increase.

The Court: Are you okay with all of those things?

Mr. Walkup: Yes.

Mr. Weatherly: Thank you, your Honor.

Ms. Durant: Can we have an electronic copy?

Mr. Weatherly: I can get your copies, yes.

Ms. Durant: Thank you.

The Court: Anything else today, Mr. Detwiler?

Mr. Detwiler: Um, your Honor, we have our outstanding Petition for Attorneys' Fees, I understand that... I assume that, that will be reserved until the end of the trial? If we have one. But I'd be happy to have that heard as well and I think that's it.

The Court: Certainly, attorneys' fees issues will be handled at the end of the trial December 21st or 22nd. Anything else before we talk about the trial?

no one speaks

The Court: We agree on the 21st and 22nd? Have you had opportunity to verify with your witnesses?

Ms. Durant: We have not. We have been getting ready for this hearing.

The Court: So let that be something you wind up today so that we can make sure we are all on the same page with those dates, and also if they want to appear in person, whether they want to appear by Zoom. And how many you will have. And certainly we're going to try to crunch this quick out of an abundance of prudence and economy. And if there is anything that can be just affidavited, with your agreement obviously, Mr. Detwiler, to reduce time and cost, that would be something to consider as well.

Mr. Detwiler: Your Honor, I think...

The Court: The opinion testimony of Mister... I've forgotten who you just said, I apologize.

Mr. Sowell: Mosely and Walker.

The Court: And certainly if you want to pose just questions, written questions, for them to answer versus an in person, I certainly would applaud that, but I understand if you want to be in the moment and in person.

Mr. Detwiler: Your Honor, I think I have already made an offer to stipulate that these witnesses are going to testify that Bill Walkup is a fine upstanding person and that he manages money very well, and I don't think anyone is going to dispute that.

The Court: Why don't you talk to your attorneys, sir, because I don't think that... It's a lot for you to consider, a lot for you to think about. That is a statement that should mean something in the direction that you were concerned about.

Mr. Detwiler: Your Honor, on the issue of attorney's fees, I am not trying to belabor the point, we haven't been paid, as you know, anything. I assume, but do not know, that Mr. Walkup has

been paying Ms. Durant and Mr. Sowell for their labors. May we... Would the Court entertain our Petition to have some fees be paid out of the Trust to keep us going?

The Court: Well...

Mr. Sowell: Absolutely not agreeable.

The Court: That's unfortunate that it was that quick to be considered as a hard heavy... Mr. Sowell?

Mr. Sowell: Yes, your Honor.

The Court: Processing, for just a moment, any betterment of Ms. Baskin. That would be my request, and that needs more than a moment's evaluation. And certainly a sum certain that you and your client can come to... Get to a place where you are okay... Is what I am asking for? And let's just don't answer the question right this second. Let's look at which is our duty, our duty under the umbrella of the care of Jane Baskin. Is she better than she was? And that may not be something that you can get to today just yet. Is she happier than she was? Is she safer than she was? Is she more independent than she was? Those are the evaluations criteria that I will have to apply. The guardian ad litem, remind me who that was?

Mr. Detwiler: Michelle Nunn.

The Court: Michelle Nunn?

Mr. Detwiler: Yes, ma'am.

The Court: And she was brought in based on her specialty, do we need another guardian ad litem? Or a revisit by the guardian ad litem before your trial in December? So that that testimony will be pertinent in the change in circumstances.

Ms. Durant: I have no objection to that.

Mr. Detwiler: You asked if that... Your question is, is it necessary? I would say, probably not. I'm concerned about the expense. But I certainly do not object to it.

The Court: Well, I don't know who else would testify as to the change, the effect of the physical change, the effect of the new structure. I don't know who else could testify about that, and that will be pertinent.

Mr. Detwiler: Certainly no objection.

Mr. Walkup: Who paid for that?

Ms. Durant: I assume the trust will pay for Ms. Nunn?

The Court: Yes, ma'am. So I will let you think about that as well. So a follow up, reappointment Order and then considering his offer about stipulations of reputation; affidavits of lieu of testimony, they may find agreeable. And that may not be something that you can resolve. And then any temporary award of attorneys' fees by agreement... And temporary not meaning short term, temporary as it is resolving a portion of the fees if at all. Alright?

Mr. Detwiler: Your Honor, I do believe the Court has the power and the authority to award temporary fees, for the record. I think the Code allows for that and I would be happy to review any affidavits of testimony that Mr. Walkup's attorneys want to present, and likely we will agree to them.

The Court: And if there is the possibility that there is less than two days, once you have really structure who you are going to call, and what they're going to testify about, and how long it can take. If it is truly less than that two day potential time frame, I could possibly squeeze it in sooner than that but a back to back two day that's the best I have right now. Alright? We are adjourned.

Mr. Walkup: May I have a word, your Honor?

The Court: okay

Mr. Walkup: I still, based upon the absolute lies that Jane has told, I still face assault and battery charge. Absolutely factious. She went to her doctor, her forty year old doctor a week after the alleged incident, for a complete physical examine and said nothing to him about any kind of injuries. In her testimony she said she went to the Doctor's Care two weeks after the incident, but it was actually a month and two days after the incident, and she went to the Doctor's Care to get her injuries certified. And she testified that she... They asked the doctor to write that it was a contusion and he hesitated, but, in her words, "I asked him write intrusion and he says, 'Okay.'" Just absolute total false, fictitious stories that she has no conscious to feel that I could be put in jail because of these assault and battery charges. It's an example.

Mr. Detwiler: Your Honor, we were unaware of these criminal... That there were any criminal matter pending before us

Mr. Walkup: Assault and battery was filed by these lawyers and they filed it three years to the date of the incident, like the next day, either that day or the day, the statute of limitation would have expired.

The Court: I think, Mr. Walkup, you may be confused. So let's listen to the lawyers on this. Does he have criminal charges pending against him?

Ms. Durant: No, your Honor. It's a civil complaint filed by Callison Tighe.

The Court: So it's a civil complaint.

Mr. Walkup: Well, regardless.

The Court: The result of that... It matters. It's a civil complaint. Your being placed in jail is not the consequence of that, it's all money. It will never be jail. Civil liability is about you paying her money for the alleged injuries.

Mr. Walkup: But it also adds to my huge legal bills ,and it adds to my stress and it adds to the hours...

The Court: (To Ms. Durant and Mr. Sowell) Do you represent him in this matter? (Counsel affirms) Okay. I don't think it is proper to bring it in front of me because it is not my jurisdiction.

Mr. Walkup: Well the many other lies that she has told about me are a part of your jurisdiction, I'm certain. Just over and over again. The biggest lie in the world is that I wrote the will and left everything to me. Ben Boyd, who was one time an associate judge here, was married to her first cousin. He wrote the will. And if you remember her testimony, she said that she read the will and it said that everything was left to me, nothing to her. As a result of that, she took it to her dad and told him... Showed it to him and he said... He told those guys to get out of here and correct the will, just totally fictitious stuff.

The Court: Mr. Walkup, I know these things are burning on you and you're dwelling on them, however it is not what today is for. Can we agree on that?

Mr. Walkup: But the reality is that I have gone through a huge expenses and strain of stress for a lot of years, based upon a series a long series of lies that Jane has told. No conscious about it she has just...

The Court: That is the third time that you have said she has no conscious. I have to call this to a conclusion, sir, because she's not here and this is becoming, if not already, your testimony. That is what December is for

Mr. Walkup: That will add to the pain and suffering and legal fees that I have to pay. None of which would have occurred, if she had not told a series of lies

The Court: Mr. Walkup, I urge you to resolve this short of litigation in December. There is an ability within you and the people present here today to resolve all the concerns, all of them. By agreement. I wish you would shift your focus. I am not your attention on that issue. You can control all of that, if you can come to an agreement. Otherwise I will decide what is properly before me in December. We are now adjourned.

THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT C

NOTICE OF APPEAL

***Order Granting Petition for Attorneys' Fees and Costs
filed August 31, 2022***



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE PROBATE COURT

Case Number: 2020-GC-40-00072

Jane E. Baskin,)
)
Plaintiff,)
)
vs.)
)
William B. Walkup,)
)
Defendant,)
_____)

ORDER GRANTING PETITION
FOR ATTORNEYS' FEES AND COSTS

2022 AUG 31 P 5:44
MICHAEL J. MCCULLOCH
CLERK OF COURT
PROBATE JUDGE
RICHLAND COUNTY, S.C.

FILED

This matter came before the Court on the Second Amended and Supplemental Petition for Attorneys' Fees and Costs, filed by the Plaintiff Jane E. Baskin, seeking an award of her attorneys' fees and costs incurred in the course of this litigation, and asking that such award be levied against the Defendant personally. A hearing was held on Plaintiff's Petition on August 22, 2022. For the reasons set forth herein the Plaintiff's Petition is GRANTED.

PROCEDURAL HISTORY

The long procedural history of this case is necessary to the analysis of the Plaintiff's Attorneys' Fees Petition. The record reflects the following:

1. This action was initiated on July 20, 2020 seeking the removal of the Trustee and an accounting of the testamentary trust established by Plaintiff's father, Eldridge Baskin, referred to herein as the "Eldridge Baskin Trust", or simply the "Trust".

2. The action was preceded by several years of negotiations by Ms. Baskin through her counsel, W. Alex Weatherly, Jr., seeking a resolution of the issues without litigation. Specifically, Ms. Baskin sought to be returned to her home from which she had been forced to leave by the Trustee and the distribution from the Trust of a monthly allowance to cover her care and living expenses. Ms. Baskin also sought an accounting of the Trust. The record reflects that, prior to bringing this action, Ms. Baskin made a substantial and reasonable offer to settle this dispute. These negotiations were to no avail; the Defendant Trustee refused to accommodate

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Ms. Baskin's requests. The Defendant also never provided an appropriate accounting of the Trust showing fees charged, growth of assets, and distributions of principal and income.

3. After suit was filed, substantial discovery was conducted by the Defendant Trustee, William B. Walkup, which included much written discovery and almost fifteen hours of depositions taken of the Plaintiff, Mr. Weatherly (Plaintiff's personal attorney), Michele Moseley (the Plaintiff's attorney-in-fact) and the Plaintiff's personal physician. Much of Defendant's discovery efforts were devoted to issues not raised in the pleadings - undue influence, although added to the pleadings days before the final hearing in the matter, and Ms. Baskin's competency.

4. The trial of the case was commenced in January 2021 for two full days. The evidence showed that Mr. Walkup as Trustee failed for over thirty years to provide any reasonable accounting to the Plaintiff. On two occasions in the thirty years prior to this litigation, some tax returns and other information were shared, but only after a demand was made by Ms. Baskin's attorney. No annual accountings were ever generated by the Trustee, and a thorough accounting in proper form was never filed after it was requested by the court, nor was one ever presented to the Trust beneficiary, Ms. Baskin.

5. On the third day of trial, the parties entered into a "Temporary Settlement Agreement" signed by all parties and their attorneys and filed January 6, 2021.

6. The record reflects that the Temporary Settlement Agreement effected a result for Ms. Baskin more favorable to her than she had offered prior to this litigation.

7. A scheduled status conference (via Zoom), following up on the Temporary Settlement Agreement, was held on October 12, 2021. There, Defendant took the position that the Agreement had "expired" and he had no further obligations to pay the agreed monthly budget for the care of Ms. Baskin, thereunder. As a result of this position, heard by all for the first time at the status conference, the Court called an emergency hearing for that afternoon.

8. At the emergency hearing, defense counsel reiterated Defendant's position. Defense counsel also asserted that Alex Weatherly, acting as Special Trustee under the Temporary Settlement Agreement, had "breached" his agreement as Special Trustee.

9. Following the emergency hearing, the Court issued its Order Regarding Emergency Hearing, dated October 29, 2021, rejecting the allegations made about Mr. Weatherly's performance as Special Trustee and reaffirming the Temporary Settlement Agreement.

10. Also at the emergency hearing, defense counsel urged the Court to set the conclusion of the trial at the earliest possible moment. The Court set the remainder of the trial to be heard on December 21-22, 2021.

11. Just before the trial was to reconvene, the Defendant filed a Motion for Recusal, asking the undersigned to recuse herself from the case. This led the Court to issue its "Order to Stay Proceedings" on December 16, 2021, five days before the trial was to recommence.

12. Two weeks later, following the Order to Stay and while his Motion for Recusal was pending, the Defendant filed an "Emergency Motion for Intervention of GAL for Jane Baskin," on December 30, 2021. The "Emergency Motion" was based upon information from an anonymous source which appeared to be based upon speculation, innuendo, and hearsay. The Plaintiff sought discovery limited to issues raised in the Emergency Motion filed by the Defendant. The Defendant refused to respond, asserting that the case was stayed.

13. The Court denied the Defendant's Motion for Recusal by Order filed on April 28, 2022. Referring to the Temporary Settlement Agreement, the Court said, ***"The hope and intention was that the Temporary Settlement Agreement . . . would resolve all matters of contention between the parties and allow for a resolution without further litigation."*** Order Denying Motion for Recusal, pp. 2-3.

14. On June 13, 2022, Defendant filed a Motion to Amend his Answer and Counterclaim to assert that Michele Moseley had unduly influenced Ms. Baskin to bring this suit and change her will.

15. One week later, on June 20, 2022, Defendant, individually and as Trustee, filed a Complaint in the Lexington County Court of Common Pleas making identical allegations, but asserting these claims directly against this Court's Special Trustee, Alex Weatherly, and Ms. Moseley, and without naming Ms. Baskin as a party.

16. On August 5, 2022, the trial recommenced and the Defendant was provided the opportunity to present additional evidence. He proffered no evidence to contradict the fact that he had failed to provide appropriate accountings through his thirty-year tenure as Trustee. He provided no evidence to contradict the fact that he had used the Trust to control Ms. Baskin's person, moving her into an apartment unit that he owned which, according to this Court's Guardian *ad litem*, Michelle Nunn, was wholly inappropriate for Ms. Baskin's disabilities. He provided no evidence to refute his own prior testimony that, despite his admission that Ms. Baskin's needed additional care, he had refused to provide it for her. He provided no evidence to refute the fact that he refused to provide Ms. Baskin with enough money to buy food, clothes and Depends undergarments. And he proffered no evidence of the undue influence of Ms. Baskin by Ms. Moseley or anyone else, as he alleged in his Amended Answer and his Lexington County lawsuit.

17. On August 23, 2022, this Court filed its Order Removing Trustee, which reflects in further detail the procedural history summarized above and makes specific findings of fact and conclusions of law reflecting the many deficiencies of the Trust's administration by the Defendant.

18. Ms. Baskin's Petition for Attorneys' Fees and Costs was accompanied by her counsel's Amended and Supplemental Affidavit in Support of Petition for Attorneys' Fees, which reflects that she has incurred total fees and costs of \$129,625.80 and that the fees requested do not include any time billed for W. Alex Weatherly, Jr., who was co-counsel. Her Petition asserts that her fees and costs were largely unnecessary and caused by the actions of the Defendant Walkup, his unwillingness to seek a compromise, his turning a simple dispute into complex litigation, and his steadfast refusal to cooperate with his beneficiary. This Court agrees.

STANDARD FOR AWARD OF ATTORNEYS FEES

19. S.C. Code Ann. § 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.

20. Our Supreme Court set forth the standard for determining an award of attorneys' fees in *Baron Data Systems, Inc. v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (1989). In that case, the court held that in awarding reasonable attorney's fees, there are six factors to be considered. Consideration should be given to all six criteria in establishing reasonable attorney's fees; none of these six factors is controlling. *Id.* at 385.

21. In the *Baron* decision, the Supreme Court upheld the award of the trial court, articulating and analyzing each of the six factors as follows:

- (1) The Nature, Extent and Difficulty of the Legal Services Rendered.

Upon its evaluation of the nature, extent and difficulty of the legal services, the trial court determined that Baron had to expend considerably more time and effort on the case because the defendants had transformed a simple collection action into complex litigation.

- (2) The Time and Labor Necessarily Devoted to the Case.

The trial court concluded that "a review of the statements and affidavits of Baron's trial attorney indicate clearly that the time and labor spent were reasonable and not duplicative." The respondents did not dispute this conclusion.

- (3) The Professional Standing of Counsel.

The circuit court's determination that Baron's trial attorney is an experienced, skilled attorney, of high professional standing in the community was based upon a careful review of the affidavits of Baron's expert and its trial attorney, which included the attorney's resume. Respondents did not contest the trial court's determination.

- (4) The Contingency of Compensation.

Not applicable since this was not a contingency case.

- (5) The Fee Customarily Charged in the Locality for Similar Legal Services.

Based upon a review of the attorney's resume, affidavits and its familiarity with attorney' fees customarily charged in this legal community, the trial court found that the rate [charged] was

appropriate.

(6) The Beneficial Results Obtained.

The trial court decided that the total benefits obtained by Baron include a sizeable judgment (\$16,151) and the avoidance of nearly half a million dollars in liability on the counterclaims. The Court of Appeals concluded that Baron sought over \$70,000 and recovered only \$16,151, thus the beneficial result was not significant.

A reading of the Court of Appeals' opinion indicates that the amount of the monetary judgment was the critical factor upon which the Court of Appeals relied in making its determination. However, as set forth above, the amount of recovery is but one factor to be considered in determining reasonable attorney's fees.

Baron, 297 SC 382, 385-386.

The Supreme Court in *Baron* reversed the Court of Appeals and reinstated the trial court's award of \$70,000 in legal fees.

APPLICATION OF STANDARD

22. Applying the standard set forth in *Baron* to this case, the Court finds the following:

(a) *Nature, Extent and Difficulty of Legal Services Rendered.* In this case, like *Baron*, this litigation was made unnecessarily complex by the Defendant. Defendant initially called into question Ms. Baskin's attorney-in-fact, suggesting undue influence, and called into question Ms. Baskin's competency. Defendant had not raised those issues in his response. Defendant conducted hours of depositions and volumes of written discovery, which did not help his case. Defendant filed an "Emergency Motion" without supporting evidence. Without authority, the Defendant filed a Complaint against the Special Trustee and the attorney-in-fact, "as Trustee of the Eldridge Baskin Trust," making some of the same allegations as here, in violation of this court's stay. Finally, after four days of trial, the Defendant failed to refute the allegations of the Complaint, failed to provide any meaningful defense, presented no evidence of "undue influence", failed to provide appropriate accountings to the Plaintiff and this Court, and refused to resign as Trustee.

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(b) *Time and Labor Necessarily Devoted to the Case.* The time and labor expended on Ms. Baskin's behalf by her counsel were reasonable and not duplicative. Indeed, while Mr. Weatherly's time is shown on the statement presented to the Court, no charges for that time are included. Had his time been included, the fees would be an additional \$65,310.00. Counsel's efforts were largely spent in response to unfounded (and unpled) allegations made by the Defendant; the unnecessary discovery conducted by Defendant; the unwarranted motions practice; and the unfounded and dilatory positions taken by the Defendant.

(c) *Professional Standing of Counsel.* Plaintiff's lead counsel, Richard C. Detwiler, is an experienced trial lawyer in good standing in the legal community, with thirty-six years as a practicing lawyer handling general litigation, including trust litigation, as reflected in his affidavit made a part of the Plaintiff's Petition. Likewise, Mr. Weatherly is a well-known and respected lawyer who has been practicing for a similar length of time. He had a twenty-two (22) year career as a Certified Public Accountant, as well, and practices in the areas of Trusts and Estates. At the hearing, defense counsel conceded the Plaintiff's counsels' good professional standing.

(d) *The Contingency of Compensation.* Like *Baron*, this is not a contingency case, at least not in the typical sense, but this factor should be considered. The Plaintiff's counsel and his firm undertook this case because, as they put it, it was the right thing to do, knowing that Ms. Baskin could not pay for their services unless she prevailed. Ms. Baskin needed a lawyer. Had Ms. Baskin not prevailed, counsel understood that they likely would never be paid. The amount requested is substantial and it is so because of the Defendant's actions, as explained elsewhere herein, and in the Court's Order Removing Trustee.

(e) *Fees Customarily Charged in the Locality for Similar Services.* The fees charged are those customarily charged in this legal community. It is also recognized that much of the time shown on the itemized statement provided to the court for *in camera* review was "no-charged," including all of Mr. Weatherly's time.

(f) *Beneficial Results Obtained.* Finally, the benefits obtained for Ms. Baskin in the Temporary Settlement Agreement were *more than* she had offered

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to settle the dispute for eighteen months prior to bringing suit, as previously noted. After two years of litigation and four days of trial, Ms. Baskin prevailed, as set forth in this Court's Order Removing Trustee.

23. Ms. Baskin has no ability to pay her attorneys' fees and costs. She would have been unable to bring this action to seek redress before the Court but for her counsel agreeing to do so without a retainer or periodic payment of fees and costs. Since 2017, Mr. Weatherly has represented Ms. Baskin without being paid, because she could not afford payment. He does not seek payment of any pre-suit fees now. However, since this litigation began, counsel still has received no payment and has advanced over \$12,600.00 in litigation costs to protect Ms. Baskin's rights.

24. On the other hand, the record reflects that Mr. Walkup has the ability to pay Ms. Baskin's fees and costs, as well as his own. Mr. Walkup testified that he (or his Company) has under management over \$100 million in assets from third parties, including the Plaintiff. According to his testimony, he receives a fee of .9% for managing these assets, which would amount to fees in excess of \$900,000.00 yearly. This is *in addition* to the trustee fees he charges the Eldridge Baskin Trust.

25. Ms. Baskin's counsel has a right to be paid reasonable fees and suit costs for bringing this action on behalf of Ms. Baskin. The fees requested are reasonable under the circumstances they were incurred. Funds are available to pay the undersigned's fees and costs from the Trust, but ultimately the Defendant Walkup, not the Trust, bears responsibility for the cost of this litigation and for Ms. Baskin's fees and costs. Justice and equity require that Mr. Walkup personally be assessed these fees and costs. See, S.C. Code § 62-7-1004.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Defendant, William B. Walkup shall be and is hereby ordered to pay Plaintiff's attorneys' fees and costs in the total amount of \$129,625.80, payable directly to Callison Tighe & Robinson, LLC, within thirty (30) days from the entry of this Order.

AND IT IS SO ORDERED.



Amy W. McCulloch
Richland County Probate Judge

Columbia, South Carolina
August 31, 2022

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THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT D

NOTICE OF APPEAL

***Order Regarding Motion for Order and Rule to Show Cause
or, in the Alternative, Motion to Enforce Settlement and for
Sanctions “Order for “Sanctions” filed August 31, 2022
(“Order for Sanctions”).***



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Jane E. Baskin,)
Plaintiff,)
vs.)
William B. Walkup,)
Defendant.)

IN THE PROBATE COURT
Case Number: 2020-GC-40-00072

ORDER REGARDING MOTION FOR
ORDER AND RULE TO SHOW CAUSE
OR, IN THE ALTERNATIVE, MOTION TO
ENFORCE SETTLEMENT AND
FOR SANCTIONS
"ORDER FOR SANCTIONS"

2022 AUG 23 5:01
FILED

This matter came before the court for a hearing on August 22, 2022 on the Plaintiff's Motion for Order and Rule to Show Cause or, in the Alternative, Motion to Enforce Settlement and for Sanctions (hereinafter "Motion for Sanctions") seeking to hold Defendant, William B. Walkup, Trustee, in willful contempt of this Court's prior Orders or, alternatively, to enforce the Temporary Settlement Agreement entered into by the parties on January 6, 2021, and awarding sanctions against the Defendant, for (1) violating the stay of this litigation, and (2) wrongfully holding himself out as the "Trustee of the Eldridge Baskin Testamentary Trust" empowered to bring suit in the Court of Common Pleas against the Special Trustee appointed by this Court and against the Plaintiff's attorney-in-fact. This Court issued an Order on August 23, 2022 Removing Defendant William B. Walkup as Trustee of the Trust for Jane E. Baskin; therefore, ending the Temporary Settlement Agreement and eliminating the request to enforce the temporary settlement agreement no longer necessary. However, the actions of the Defendant while operating under the Temporary Settlement Agreement will be addressed in this Order.

The Defendant filed a Memorandum in Opposition to the Plaintiff's Motion for Order and Rule to Show Cause. Defendant first asserts that this court has no jurisdiction over the complaint Defendant as Trustee filed in the Lexington County Court of Common Pleas, and has no jurisdiction over Weatherly and Moseley, as litigants in that case. Defendant asserts that the Motion is "masquerading" as a "Baskin Motion" but is, in fact, a Motion seeking relief for Weatherly and Moseley, over which this court

1 of 8

has no jurisdiction. The Defendant misconstrues and mischaracterizes the Plaintiff's Motion and this Court's jurisdiction. The Plaintiff seeks sanctions against the Defendant for violating this Court's stay set forth in the parties' Temporary Settlement Agreement, dated January 6, 2021, subsequently adopted and made an order of this court, over which this court has jurisdiction. The Plaintiff also asserts that the Defendant had no authority to bring the Lexington County case "in his capacity as trustee of the Eldridge Baskin Testamentary Trust," which is the center of the controversy in the Richland County Probate Court. This court has jurisdiction over the Defendant's actions in his capacity as Trustee. This court, therefore, finds the Defendant's assertion that the court lacks jurisdiction over the matters presented in Plaintiff's Motion for Sanctions is without merit.

The Defendant next asserts that the language of the parties' Temporary Settlement Agreement states, "the litigation *in this matter* is stayed," and therefore this court's stay does not preclude the litigation in Lexington County. Defendant asserts that the Temporary Settlement Agreement, subsequently affirmed by orders of the court, did not apply to litigation in Lexington County; Defendant is still the trustee of the Eldridge Baskin Trust and "the agreement does not provide otherwise"; Defendant believes that "Weatherly and Moseley have breached their duties to Baskin" in their capacities as special trustee and lawyer (as to Weatherly) and attorney in fact (as to Moseley) entitling him to see redress in the Circuit Court action; and Defendant is seeking monetary damages from Moseley and Weatherly "for the wrongful conduct in which they have engaged," again predominately relating to the administration the Trust.

A hearing on Plaintiff's Motion was held on August 22, 2022, at which the Plaintiff was represented by her counsel of record and the Defendant was present with his counsel of record. Based upon the Motion, the record before the court, and the arguments of counsel, the Court finds as follows:

1. In this case, the parties, including Defendant Walkup, entered into a Temporary Settlement Agreement on June 6, 2021. That Agreement provides, among other things, the following:

1. **The litigation in this matter is stayed and all issues not decided are held in abeyance with full reservation**

2 of 8

of rights in regards to litigation, including the issue of attorney's fees.

2. **William Walkup will remain as Trustee solely to continue to manage the money for investment purposes and he will continue to retain tax reporting responsibility for the caregivers.**

The Agreement bears Mr. Walkup's signature.

2. This Court issued its "Order Regarding Emergency Hearing," dated October 29, 2021. That Order affirmed the Temporary Settlement Agreement. In it, this Court held:

SC. Code Ann. § 62-7-111 provides that interested persons may enter into binding nonjudicial settlement agreements with respect to directing a trustee to perform or refrain from performing an administrative act, or to grant to a trustee a necessary or desirable administrative power. S.C. Code Ann. § 62-7-111(b)(2). ***The parties participated in reaching the Temporary Settlement Agreement with the aid of this Court, which approved the Agreement, filed it, and made it a part of the record in this case. See S.C. Code Ann. § 62-7-111(c). The Temporary Settlement Agreement is precisely the kind of nonjudicial settlement agreement contemplated by § 62-7-111, and, as such, is enforceable by this Court.***

Order Regarding Emergency Hearing, p.2.

3. Arising out of the Emergency Hearing and the Court's Order came the Respondent Walkup's subsequent Motion that the undersigned recuse herself from hearing any further proceedings in this matter. The Court denied the Motion for Recusal and specifically held:

B. The Temporary Settlement Agreement filed on January 6, 2021 and amended on October 29, 2021, shall remain in place until final judgment.

Order Denying Motion For Recusal, dated April 28, 2022 p.10.

4. On June 20, 2022, Respondent Walkup filed a civil action in the Court of Common Pleas, Lexington County, styled "*William B. Walkup, Individually and As Trustee of the Eldridge Baskin Testamentary Trust v. W. Alex Weatherly, Jr. and Michele Moseley*," Civil Action No. 2022-CP-32-02073.

5. While Defendant asserts in the Lexington County case that he is the "duly appointed trustee of the Eldridge Baskin Testamentary Trust", in fact, his powers and authority were very limited by the Temporary Settlement Agreement to which he is a party. Mr. Weatherly is the duly appointed Special Trustee of the Trust, and Walkup was to "remain as Trustee solely to continue to manage the money for investment purposes" Temporary Settlement Agreement, ¶2

6. Defendant also alleges nearly identical facts arising out of the same operative facts, transactions and occurrences which are at issue in the case before this Court, complaining that Weatherly (this Court's Special Trustee) and Moseley (Ms. Baskin's attorney-in-fact), have impeded the proper administration of the Trust.

7. "Civil contempt occurs when a party willfully disobeys a clear and definite court order. To support a contempt finding, language of the court order must be clear and certain rather than implied. In the context of civil contempt, an act is willful if it is done voluntarily and intentionally with the specific intent to do something the law forbids, or with the specific intent to fail to do something the law requires to be done; that is to say, with bad purpose either to disobey or disregard the law. Contempt must be proven by clear and convincing evidence, and the record must demonstrate the specific contemptuous act. The Court of Appeals of South Carolina reviews contempt orders for abuse of discretion, meaning we may only disturb them if they are based on incorrect law or inadequate evidence." *Capione v. Best*, 435 S.C. 451, 868 S.E.2d 378 (Ct. App. 2021)

8. It has been held that, while a consent order was the product of an agreement of the parties, it carries the authority of the court. See, *Johnson v. Johnson*, 310 S.C. 44, 46, 425 S.E.2d 46, 48 (Ct. App. 1992) ("[A] consent order is an agreement of the parties, under the sanction of the court, and is to be interpreted as an agreement." (emphasis added) (citing *Jones & Parker v. Webb*, 8 S.C. 202, 206 (1876))); *Ex parte Cannon*, 385 S.C. 643, 660, 685 S.E.2d 814, 824 (Ct. App. 2009) ("All courts have the inherent power to punish for contempt, which 'is essential to the preservation of order in judicial proceedings, and to the enforcement of the judgments, orders and writs of the courts, and consequently to the due administration

of justice.” (quoting *Miller v. Miller*, 375 S.C. 443, 453, 652 S.E.2d 754, 759 (Ct. App. 2007)).

9. The Temporary Settlement Agreement, a non-judicial settlement agreement made pursuant to S.C. Code Ann. § 62-7-111 enforceable by this Court, is in effect a Consent Order carrying the authority of the Court, including the inherent power to punish any violation for contempt. This Court has in two subsequent Orders held that the Temporary Settlement Agreement was still in effect and enforceable by this Court. The terms of the Agreement could not be more plain and this Court's authority and intent to enforce it could not be more clear.

10. In his Complaint filed in the Court of Common Pleas, Defendant avers that he is the “duly appointed trustee of Eldridge Baskin Testamentary Trust” (Complaint, ¶4). This averment is misleading, at best. As pointed out above, Defendant did not have the authority to bring the suit in Lexington County in his capacity “as Trustee.”

11. The Defendant Trustee (Walkup) previously alleged that the Special Trustee (Weatherly), had “breached the Temporary Settlement Agreement” and failed to properly document and account for funds entrusted to him as Special Trustee. This Court specifically held that, “[a]fter hearing from the Special Trustee, the Court found that he has handled the funds entrusted to him reasonably and in accordance with the Agreement.” Order Regarding Emergency Hearing, at p.2. The allegations made in Walkup's lawsuit are in direct contravention of this Court's prior findings of fact.

12. In the Lexington County action, Walkup asserts that he was harmed because Ms. Baskin brought her petition before this Probate Court to assert her rights as a beneficiary of the Trust, an assertion that is clearly not actionable.

Specifically:

- (a) Walkup alleges “the campaign and conspiracy by Weatherly and Moseley gravitated into an action in Probate Court commenced on July 20, 2020 to remove Plaintiff as Trustee and to injure him financially.” Walkup goes on to say that he “**was first injured by Defendants in July 2020 . . .**” Complaint ¶10. Walkup alleges he was injured by Ms. Baskin filing her Petition in this case. In addition to not being actionable, that is clearly a matter of determination for this Court.

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- (b) Walkup alleges that Mr. Weatherly and Ms. Moseley "commenced a scheme in concert among themselves and with others *to disturb the effective administration of the Trust* and to injure the Plaintiff. Their actions were to benefit themselves financially and otherwise." Complaint, ¶7. Any matter involving "the effective administration of the Trust" by definition falls within the exclusive jurisdiction of this Court and are matters currently being litigated in this case. See, S.C. Code § 62-7-201 ("...the probate court has exclusive jurisdiction of proceedings initiated by interested parties concerning the internal affairs of trusts.")
- (c) Walkup alleges that Mr. Weatherly "made" Moseley the Power of Attorney for Jane Baskin and that ~~he~~ "amended the Jane Baskin Will" to leave Ms. Baskin's house to Ms. Moseley. Complaint ¶8. According to Mr. Walkup, Mr. Weatherly and Ms. Moseley "began a campaign of undue influence to take advantage of Jane Baskin, who is a vulnerable adult" Complaint ¶9. These same allegations of undue influence were made before this Court and in its Order dated August 23, 2022, this Court ruled that Defendant Walkup "has not presented any evidence of undue influence by Moseley or anyone else associated with Baskin's legal team, support system, caregivers."
- (d) Walkup further alleges that "Moseley has manipulated funds from the Eldridge Baskin Testamentary Trust for her own benefit and with the aid of Weatherly. She used Trust money to buy her own food and to buy cleaning supplies for Moseley's Cleaning Company," and that she has "falsified timesheets to carry out the scheme to make money and benefit herself." These allegations, of course, implicate the administration of the Trust by Mr. Weatherly, acting as Special Trustee, and are matters within this Court's jurisdiction. Indeed, these are allegations already made and ruled upon by this Court.

Based upon the foregoing, I find that Defendant Walkup is in willful contempt of this Court's prior Orders and/or violation of the Temporary Settlement Agreement in the following ways:

- (a) By willfully initiating suit in Lexington County, alleging facts out of the same transaction and occurrences, in violation of the stay agreed to and affirmed by Orders of this Court, in an attempt to avoid the jurisdiction of this Court over the matters which are squarely before it — that is, the proper administration of the Trust and Mr. Walkup's status as the Trustee.
- (b) By willfully asserting powers and authority he did not have and deliberately misleading the Court of Common Pleas by stating he is

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the "Trustee of the Eldridge Baskin Testamentary Trust" when, in fact, the Temporary Settlement Agreement confirmed by this Court provided:

William Walkup will remain as Trustee solely to continue to manage the money for investment purposes and he will continue to retain tax reporting responsibility for the caregivers.

- (c) By willfully bringing the lawsuit in the Lexington County Court of Common Pleas, without authority to do so, in an attempt to chill and impede the Special Trustee's duties to the Petitioner, Ms. Baskin and to this Court.
- (d) By willfully making allegations to the Circuit Court, all of which are matters currently before this Court, in an effort to chill and impede Ms. Moseley's duties and responsibilities as attorney-in-fact for Ms. Baskin.

Mr. Walkup is in contempt of this Court's prior Orders and of this Court's jurisdiction, and is in breach of the Temporary Settlement Agreement. He violated the stay provided for in the Agreement by commencing the action in Lexington County based upon the same facts, transactions, and occurrences currently pending before this Court. And he did so without any authority, in contravention of the Agreement. He seeks to avoid his obligations under the Agreement that bears his signature. He seeks to circumvent this Court's jurisdiction and authority. He seeks to obstruct and pervert the administration of justice.

Whether a willful violation of this Court's Orders, rendering him in civil contempt of court, or a breach of the parties' Temporary Settlement Agreement, the result is the same: Mr. Walkup must be called to account and should be sanctioned.

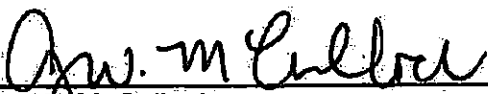
This Court has previously issued its Order Removing Trustee, dated August 23, 2022. However, as sanction for his willful disobedience of this Court's Orders and for his breach of the parties' Temporary Settlement Agreement, Defendant should be required to pay the Plaintiff's attorneys' fees and costs for having to bring her Motion for Sanctions, and for briefing and arguing the Motion before the court.

7088 or

Plaintiff's counsel has submitted an Affidavit for Attorneys' Fees reflecting fees of \$3,500.00 incurred with regard to Plaintiff's Motion for Sanctions. I find that amount is reasonable and should be awarded.

NOW, THEREFORE, for the reasons set forth above, the Defendant is hereby ordered to pay the Plaintiff's attorneys fees in the amount of \$3,500.00 for the costs she has incurred in bringing this Motion, to be paid to Plaintiff's counsel's law firm, Callison Tighe & Robinson LLC, within Thirty (30) days from the date of the entry of this Order.

AND IT IS SO ORDERED.


Amy W. McCulloch
Richland County Probate Judge

Columbia, South Carolina
August 31, 2022

898w

THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT E

NOTICE OF APPEAL

*Email string between parties' counsel dated
September 1, 2022*

Amy Kelly

From: Bess DuRant
Sent: Thursday, September 1, 2022 1:56 PM
To: Rick Detwiler
Cc: Amy Kelly
Subject: RE: Jane Baskin v. William Walkup- 2020-GC-40-0072



Rick,

You are correct. Thanks for catching that error.

We will note your consent.

Best,
bjd

Bess J. DuRant
Member, **SOWELL + DuRANT**

1325 Park Street, Suite 100
Columbia, SC 29201

803.722.1100 | sowelldurant.com

V-Card

NOTICE: This e-mail is confidential and may contain information which is legally privileged or otherwise exempt from disclosure. If you receive this message in error, please delete this message from your device. Sowell & DuRant, LLC is a South Carolina limited liability company.

From: Rick Detwiler <rickdetwiler@callisontighe.com>
Sent: Thursday, September 1, 2022 1:53 PM
To: Bess DuRant <bdurant@sowelldurant.com>
Cc: Amy Kelly <akelly@sowelldurant.com>
Subject: RE: Jane Baskin v. William Walkup- 2020-GC-40-0072

Bess,

If I am not mistaken, I think the operative code section is 62-1-308(I), but yes, we agree to the direct appeal. Confirmed.

Rick

RICK DETWILER | CALLISON TIGHE
803.404.6964

From: Bess DuRant <bdurant@sowelldurant.com>
Sent: Thursday, September 1, 2022 11:49 AM

To: Rick Detwiler <rickdetwiler@callisontighe.com>
Cc: Amy Kelly <akelly@sowelldurant.com>
Subject: Jane Baskin v. William Walkup- 2020-GC-40-0072

Rick,

Mr. Walkup confirms that he wishes to appeal directly to the South Carolina Supreme Court pursuant to section 62-1-308(g) of the South Carolina Code. My understanding is that Ms. Baskin consents to the direct appeal to South Carolina Supreme Court. Will you please confirm? We will attach your confirmation to the Notice of Appeal.

Best,
bjd

Bess J. DuRant
Member, SOWELL + DuRANT

1325 Park Street, Suite 100
Columbia, SC 29201

803.722.1100 | sowelldurant.com

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NOTICE: This e-mail is confidential and may contain information which is legally privileged or otherwise exempt from disclosure. If you received this message in error, please delete this message from your device.

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SEP 01 2022

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

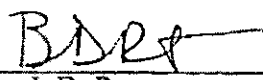
v.

William B. Walkup,.....Appellant

PROOF OF SERVICE

The undersigned certifies that this 1st day of September, 2022, she caused to be served a copy of the **Notice of Appeal** via electronic mail and via hand delivery addressed to counsel of record:

Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
1812 Lincoln Street, Suite 200
Columbia, SC 29201
Attorneys for Respondent


Bess J. DuRant

September 1, 2022
Columbia, South Carolina

RECEIVED

SEP 01 2022

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

NOTICE OF APPEAL

William B. Walkup appeals the Order Denying Respondent's Petition for Award of Attorney Fees dated September 16, 2022. Appellant received written notice of the Order Denying Respondent's Petition for Award of Attorney Fees on September 16, 2022. A copy of the order is attached as **Exhibit A**.

All parties agree to the direct appeal pursuant to S.C. Code Ann. §62-1-308(1). (See email string between parties' counsel dated September 21, 2022 attached as **Exhibit B**.)

SOWELL & DuRANT, LLC

By: 
Thornwell F. Sowell, III (SC Bar No. 5197)
Bess J. DuRant (SC Bar No. 77920)
1325 Park Street, Suite 100
Columbia, South Carolina 29201
803-722-1100
bsowell@sowelldurant.com
bdurant@sowelldurant.com

RECEIVED

SEP 23 2022

S.C. SUPREME COURT

September 23, 2022
Columbia, South Carolina

Attorneys for Appellant William B. Walkup

**THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina**

**APPEAL FROM RICHLAND COUNTY
Probate Court**

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT A

NOTICE OF APPEAL

***Order Denying Respondent's Petition for Award of Attorney's Fee filed
September 16, 2022***

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Jane E. Baskin,

Petitioner,

vs.

William B. Walkup,

Respondent.

IN THE PROBATE COURT

Case Number: 2020-GC-40-00072

ORDER DENYING
RESPONDENT'S PETITION FOR AWARD OF
ATTORNEYS' FEES

FILED
2022 SEP 16 P 1:31
AMY W. MCCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

THIS MATTER COMES BEFORE THE COURT upon the filing of a Petition For Award Of Attorneys' Fees by Respondent, William B. Walkup, through his attorneys Thornwell F. Sowell, III, and Bess J. Durant, on August 19, 2022, in the above-captioned matter. In the Petition, Respondent asks for his attorney's fees and costs to be paid by the Petitioner, Jane Baskin, personally, or from the assets of the Eldridge Baskin Trust.

Section 62-7-1004 of the South Carolina Code allows the probate court, at its discretion, to award attorneys fees in all matters involving trust administration. Specifically, it provides that "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." S.C. Code Ann. § 62-7-1004.

Having issued a Final Order in this matter on August 23, 2022, wherein the probate court removed William Walkup as Trustee of the Eldrige Baskin Trust, the court denies the Respondent's Petition.

THEREFORE IT IS HEREBY ORDERED THAT Respondent's Petition For Award Of Attorneys Fees is **DENIED**. William Walkup, is responsible for paying his attorney's fees and costs incurred in this matter.

IT IS SO ORDERED.

September 16, 2022
Columbia, South Carolina


Amy W. McCulloch, Probate Judge
Richland County Probate Court

THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

EXHIBIT B

NOTICE OF APPEAL

***Email string between parties' counsel dated
September 21, 2022***

Amy Kelly

From: Rick Detwiler <rickdetwiler@callisontighe.com>
Sent: Wednesday, September 21, 2022 12:01 PM
To: Bess DuRant
Cc: Biff Sowell; Amy Kelly; Dee Hardwick
Subject: RE: Baskin/Walkup

Bess,

Yes, we consent. Thanks.

Rick

RICK DETWILER | CALLISON TIGHE
803.404.6964

From: Bess DuRant <bdurant@sowelldurant.com>
Sent: Wednesday, September 21, 2022 11:50 AM
To: Rick Detwiler <rickdetwiler@callisontighe.com>
Cc: Biff Sowell <bsowell@sowelldurant.com>; Amy Kelly <akelly@sowelldurant.com>; Dee Hardwick <deehardwick@callisontighe.com>
Subject: Baskin/Walkup

Rick,

We plan on appealing Judge McCulloch's order denying our attorney's fees and costs. Even though the Supreme Court has transferred the appeal to the Court of Appeals, my understanding of section 62-1-308(l) is that I still need to appeal the order denying fees to the Supreme Court and then I imagine it will send it to the Court of Appeals like it did the other orders on appeal. My plan is that I then will move the Court of Appeals to consolidate all orders on appeal into one appeal.

To that end, do I have your consent to appeal directly to the Supreme Court the order denying Walkup's motion for fees and costs pursuant to section 62-1-308(l)?

Best-
bjd

Bess J. DuRant
Member, SOWELL + DuRANT

1325 Park Street, Suite 100
Columbia, SC 29201

803.722.1100 | sowelldurant.com

V-Card

THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

PROOF OF SERVICE

The undersigned certifies that this 23rd day of September, 2022, she caused to be served a copy of the **Notice of Appeal** via electronic mail and via hand delivery addressed to counsel of record:

Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
1812 Lincoln Street, Suite 200
Columbia, SC 29201
Attorneys for Respondent



Bess J. DuRant

September 23, 2022
Columbia, South Carolina

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SEP 23 2022

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCulloch, Richland County Probate Judge

Appellate Case No. 2022-001226 and 2022-001328

Case No. 2020-GC-40-00072

Jane E. Baskin,.....Respondent

v.

William B. Walkup,.....Appellant

PROOF OF SERVICE

The undersigned certifies that this 25th day of October, 2022, he caused to be served a copy of the **Verified Petition for Review of Order Lifting Automatic Stay** via electronic mail addressed to counsel of record:

Richard C. Detwiler, Esquire
rickdetwiler@callisontighe.com
Harry A. Dixon
harrydixon@callisontighe.com
Callison Tighe & Robinson, LLC
1812 Lincoln Street, Suite 200
Columbia, SC 29201
Attorneys for Respondent

s/Thornwell F. Sowell

Thornwell F. Sowell

October 25, 2022
Columbia, South Carolina



Amy Kelly

From: Amy Kelly
Sent: Tuesday, October 25, 2022 5:11 PM
To: Rick Detwiler; Harry Dixon; Dee Hardwick
Cc: Biff Sowell; Bess DuRant; Spruill, Sarah; Carberry, Stacey
Subject: Baskin v Walkup- Appellate Case Numbers 2022-001226 and 001328
Attachments: Petition for Review of Order Lifting Stay.pdf; Ex A- Order Lifting Stay.pdf; Ex B- Affidavit of William B Walkup.pdf; Ex C- Last Will and Testament of Eldridge Baskin.pdf; Ex D- Temporary Settlement Order.pdf; Ex E- Motion to Lift Automatic Stay.pdf; Ex F- GAL Report.pdf; Ex G- Estimate from Millennium Home.pdf; Ex H- Order for Sanctions.pdf; Ex I- Recusal Order without exhibits.pdf; Verification.pdf; Proof of Service-Petition for Review of Order Lifting Automatic Stay.pdf

Attached and served upon you in both appellate cases referenced above is a Petition for Review of Order Lifting Automatic Stay, the Exhibits A-I referenced in the Petition, the Verification to the Petition, and a Proof of Service. Service is made via email pursuant to the Supreme Court Order 2021-08-25-02 as amended May 6, 2022.

Thanks
Amy

Amy A. Kelly
Director of Administration/Paralegal, SOWELL + DuRANT

1325 Park Street, Suite 100
Columbia, SC 29201

803.722.1100 | sowelldurant.com

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S O W E L L + D U R A N T

October 26, 2022

VIA HAND DELIVERY

The Honorable D. Garrison Hill
South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

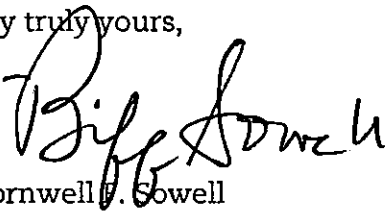
Re: Jane E. Baskin v. William B. Walkup
Appellate Case Numbers 2022-001226 and 2022-001328

Dear Judge Hill:

Enclosed is a Verified Petition for Review of Order Lifting Automatic Stay with the exhibits and verification that we have filed by email yesterday in both appellate cases referenced above. Also attached is the Order Staying Case referenced in the Petition and the two Notice of Appeals filed.

Thank you for your consideration.

Very truly yours,



Thornwell F. Sowell

TFS/aak

Enclosures

cc: Rick Detwiler, Esq. (via email)
Harry Dixon, Esq. (via email)
Sarah Spruill, Esq. (via email)

THORNWELL F. SOWELL

Member

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OCT 26 2022
SC Court of Appeals

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Columbia, SC 29201

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VIA HAND DELIVERY

The Honorable D. Garrison Hill
South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201