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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Probate Court

Amy W. McCullough, Probate Judge

Case No. 2020GC4000072
Appellate Case No. 2022-001328 and 2022-001226

Jane E. Baskin.....Respondent,

v.

William B. Walkup.....Appellant.

RECORD ON APPEAL – VOLUME I

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STATE OF SOUTH CAROLINA)) COUNTY OF RICHLAND)	IN THE PROBATE COURT CASE NO: 2020-GC-40-0072
IN THE MATTER OF THE JANE E. BASKIN TRUST Jane E. Baskin, Plaintiff, vs. William Walkup, Trustee Respondent.	ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND DEFENDANT'S MOTION FOR SUMARRY JUDGEMENT

FILED
2020 DEC 22 P 1:03
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

THIS MATTER COMES BEFORE THE COURT upon presentment of Plaintiff's Motion for Summary Judgment filed on December 12, 2020 and Defendant's Motion for Summary Judgement filed on December 18, 2020. As the matter was sufficiently argued in briefs and in light of Covid-19, the Court deemed it unnecessary to hold a hearing on the matter. However, the Court felt it prudent to address the below arguments made by the parties.

In the Plaintiff's Motion for Summary Judgement, the Plaintiff argues the following: that William Walkup ("Trustee" or "Defendant") has failed to account to her for the Trust, as required in S.C. Code Ann. § 62-7-813(b)(2), (b)(4) and (C)(1)(b); the Trustee has demonstrated an unfitness, unwillingness and a persistent failure to administer the Trust effectively by refusing to make adequate distributions for Plaintiff's ongoing needs and the Plaintiff's best interest are served by the Trustee's removal, pursuant to S.C. Code Ann. § 62-7-706(b)(3); and the Trustee has committed a serious breach of trust, pursuant to S.C. Code Ann. § 62-7-706(b)(1), specifically through self-dealing and conflicts of interest by the Trustee and assaulting the Plaintiff by having her taken against her will to be evaluated at the Jennie Lynn assisted living facility. The parties have provided conflicting deposition excerpts and sworn affidavits; therefore, summary judgement is not appropriate because a genuine issue of material fact exists. Consequently, Plaintiff's Motion for Summary Judgement is denied.

In Defendant's Motion for Summary Judgement, the Defendant argues that all claims brought pursuant to S.C. Code Ann. § 62-7-813 fail as a matter of law because specific language in this section states that it applies only to an "irrevocable trust created on or after the effective date of this article, or of a revocable trust which becomes irrevocable whether by death of the

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settlor or by the terms of the trust on or after the effective date of this article," and the Jane E. Baskin Trust ("Trust") was created and became irrevocable in 1990, at the death of the Testator and Settlor Eldridge Baskin.

While S.C. Code Ann. § 62-7-813 was enacted after the creation of the 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. Therefore, although the Plaintiff has plead specific breaches in relation to S.C. Code Ann. § 62-7-813, she has also plead a general breach of trust under S.C. Code Ann. § 62-7-706, which is sufficient to overcome this motion for summary judgement. Thus, this Court finds that a genuine issue of material fact exists and summary judgement is not appropriate.

The Defendant also argues that S.C. Code Ann. § 62-7-802(b)(3) bars the commencement of this action in relation to the Trustees 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" because it was not brought within the specified time frame of S.C. Code Ann. § 62-7-1005. The Court finds there is a genuine issue of material fact as to this argument because a determination of whether the information previously provided by the Trustee adequately discloses the existence of potential claim for breach of trust must be made by the trier of fact. *See* S.C. Code Ann § 62-7-1005(b). Additionally, this same rational applies to the argument that S.C. Code Ann. § 62-7-1005 bars this action in relation to claims made regarding accountings for the years beginning August 2015, 2016, 2017 and a partial accounting for 2018.

Defendant further argues that there is no evidence to support the premise that he has engaged in any action that requires removal under S.C. Code Ann. § 62-7-706(b)(1),(3), and (4)

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and that the Trustee acted in reasonable reliance on the terms of the Trust, pursuant to S.C. Code Ann. § 62-7-1006. The Court finds that there are genuine issues of material fact as to these arguments.

Pursuant to Rule 56(c) SCRCP, a motion for summary judgment may be granted if there is "no genuine issue as to any material fact." Based on the filings with the Court, Plaintiff's Motion for Summary Judgment and Defendant's Motion for Summary Judgement are **DENIED**, as the Court finds that there are genuine issues of material fact.

IT IS SO ORDERED.

Amy W. McCulloch
Richland County Probate Judge

December 22, 2019
Columbia, South Carolina

383 am

STATE OF SOUTH CAROLINA)	**IN THE PROBATE COURT**
)	
COUNTY OF RICHLAND)	**CASE NO. 2020-GC-40-00072**
Jane E. Baskin,)	
)	
Petitioner,)	**ORDER REGARDING EMERGENCY HEARING**
)	
vs.)	
)	
William B. Walkup,)	
)	
Respondent.)	

FILED
2021 OCT 29 A 10:48
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

This matter came before the Court for an emergency hearing on October 12, 2021 set, *sua sponte*, following a status conference during which the Respondent Trustee, William B. Walkup, through his counsel, denied that the Temporary Settlement Agreement filed on January 6, 2021 ("Agreement") in this matter was still effective. The Respondent Trustee asserted that the Agreement was not an order of this Court and expired by its own terms, and that the Trustee was no longer bound by that Agreement. The Respondent Trustee also asserted that the Special Trustee, W. Alex Weatherly. Jr., had breached the Agreement by overspending on various line items.

Also pending before the Court was the Plaintiff's Motion to Amend the Temporary Settlement Agreement, filed on July 20, 2021, seeking to increase the distributions from the trust to the Special Trustee from $6,425.00 to $8,105.00 per month.

The Respondent Trustee also requested that the Court set the continuation of the trial of this case for the earliest possible date.

The Court addresses the issues raised in turn as follows:

1. Effectiveness of the Temporary Settlement Agreement:

Paragraph 10 of the Temporary Settlement Agreement states the following:

> 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.

S.C. 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.

Nowhere in the Agreement is there a provision which calls for a specific expiration date. The Agreement was by its very nature "temporary" to determine how its terms and structure might benefit Ms. Baskin, the beneficiary of the Eldridge Baskin Trust. The Special Trustee reported to the Court that the arrangement is working well for Ms. Baskin. She has returned to her home and is satisfied with the arrangement. However, being "temporary" does not require that it may end without the parties' further agreement or order of this Court.

The Respondent Trustee asserted that the Special Trustee had "breached" the Agreement by not following precisely "the line items" set forth in the Agreement. The Special Trustee provided his accountings and back up documentation for inspection. After hearing from the Special Trustee, the Court finds that he has handled the funds entrusted to him reasonably and in accordance with the Agreement.

The Agreement has not expired, nor has it been breached by the Special Trustee, and shall remain in effect until further order of the Court or agreement of the parties.

2. Motion to Amend Temporary Settlement Agreement:

Also before the Court is the Plaintiff's Motion to Amend the Temporary Settlement Agreement to increase the distributions from the trust to the Special Trustee set forth therein from $6,425.00 to $8,105.00, to cover the cost of an increase in the number of hours for Ms. Baskin's caregivers.

Although he objected to the Motion, the Respondent Trustee expressed his desire that Ms. Baskin receive additional care. After further evaluation of the request and inquiry by the Court, the Respondent Trustee stated that he had no objection to increasing the distributions to the Special Trustee for the purpose of increasing the number of hours of Ms. Baskin's caregivers.

The request for additional funds for the beneficiary's care, comfort, and safety is reasonable and fair.

3. Continuation of Trial:

Notwithstanding the Agreement and the report of the Special Trustee that Ms. Baskin seems to be doing well, the Defendant Trustee has demanded his opportunity to be heard and to present the remainder of his case at trial. This is his right and he shall have his day in court.

NOW, THEREFORE, having reviewed the record of this case and considered the matters before the Court, the Court finds and concludes as follows:

A. The Court hereby affirms that the Temporary Settlement Agreement remains in effect and controlling in this case moving forward, until further order of this Court or agreement of the parties.

B. The Plaintiff's Motion to Amend the Temporary Settlement Agreement is granted. Effective immediately, Respondent Trustee is instructed to increase the amount to be paid to the Special Trustee from the trust, from $6,425.00 to $8,105.00 per month. In addition, Ms. Baskin's $381.50 monthly annuity payment, which is included as part of her personal income of $860.00 and counted in the overall budget for Ms. Baskin approved by the Court, has been received by the Respondent Trustee and not remitted to her until recently. The parties agree that amount shall be added to the amount to be paid from the trust making the total amount to be paid to the Special Trustee each month, $8,486.50. This amount shall be paid in the same fashion as previously agreed by the parties.

C. The conclusion of the trial in this matter is set for December 21, 2021 and December 22, 2021.

AND IT IS SO ORDERED.

Amy McCulloch
Richland County Probate Judge

October 29, 2021
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	**IN THE PROBATE COURT**
	)	
COUNTY OF RICHLAND	)	**Case Number: 2020-GC-40-00072**
JANE E. BASKIN,	)	
	)	
Petitioner,	)	**ORDER TO STAY PROCEEDINGS**
	)	
vs.	)	
	)	
WILLIAM B. WALKUP,	)	
	)	
Respondent.	)	
	)	

2021 DEC 16 A 9:34
FILED

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, requesting that this Court stay any further proceedings until the resolution of said motion.

An emergency hearing in this matter was held on October 12, 2021 in regards to the status of the Temporary Settlement Agreement filed on January 6, 2021. This Court then issued an Order Regarding Emergency Hearing, confirming the agreement of the parties at the hearing, that the Temporary Settlement Agreement remained in effect with certain amendments to the Temporary Settlement Agreement to better provide for the benefit and care of Jane E. Baskin, as well as setting a date for the conclusion of the trial in this matter.

Subsequently, Respondent filed a Motion for Recusal on November 19, 2021, based upon Respondent's belief that he has not received and will not receive fair and impartial determination on the merits in this case and further citing Canons 2(a) and 3(E)(1)(a) of the Code of Judicial Conduct, Rule 501, SCRAR. Petitioner filed a Reply to Motion for Recusal on December 8, 2021, through her attorney Richard C. Detwiler. Petitioner also filed a Motion in Limine on December 8, 2021, in regards to the admissibility of affidavits set to be proffered as testimony by Respondent at the conclusion of the trial.

The Court finds it necessary and proper to hear Respondent's Motion for Recusal before resolving any other issues in this matter.

THEREFORE THE COURT ORDERS THE FOLLOWING:

1. Based on Respondent's request, all proceedings in this matter, including any rulings on pending motions, are hereby stayed until such time as the Respondent's Motion for Recusal can be heard.
2. The conclusion of the trial in this matter scheduled for December 21, 2021 and December 22, 2021 is continued.

10:52 am

3. The Temporary Settlement Agreement filed on January 6, 2021 and amended based on the agreement of the parties and documented in this Court's Order Regarding Emergency Hearing dated October 29, 2021, is to remain in place until the Motion for Recusal is resolved or further agreements of the parties are presented for approval.
4. A hearing on Respondent's Motion for Recusal is scheduled for **February 17, 2022 at 10:30 AM.**

AND IT IS SO ORDERED.

Amy McCulloch
Richland County Probate Judge

December 16, 2021
Columbia, South Carolina

2:52 am

STATE OF SOUTH CAROLINA)) COUNTY OF RICHLAND) JANE E. BASKIN,)) Petitioner,)) vs.)) WILLIAM B. WALKUP,)) Respondent.))	IN THE PROBATE COURT CASE NO. 2020-GC-40-00072 ORDER RE-APPOINTING MICHELLE NUNN AS GUARDIAN AD LITEM FOR JANE BASKIN

FILED
2022 APR 28 P 4:02

Michelle Nunn was previously appointed by this Court to serve as Guardian ad Litem for Jane Baskin on October 23, 2020. Michelle Nunn reported to the Court on November 30, 2020 and participated with the attorneys and the parties to evaluate the needs of Jane Baskin and made certain recommendations.

In order to evaluate her current status and needs and to make any further recommendations and to potentially present those and testify at the final hearing scheduled for **June 15, 2022, at 12:00P.M.**, Ms. Nunn is re-appointed and authorized to make arrangements with the Special Trustee to meet with Jane Baskin and perform such evaluations.

Any attorney that wishes to submit concerns for her to consider and evaluate are required to do so in writing and to email those to her at by May 16, 2022. All communications to Ms. Nunn are to be copied to the other attorneys in this matter. Any need to argue about those concerns are strictly prohibited while including her in the communication. Ms. Nunn is to submit her report to the attorneys and the Court on or before June 8, 2022.

All fees associated with this appointment are to be paid by William B. Walkup from the Trust funds.

IT IS SO ORDERED.

Amy W. McCulloch, Probate Judge
Richland County Probate Court

April 28, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA)	**IN THE PROBATE COURT**
)	**CASE NO. 2020-GC-40-00072**
COUNTY OF RICHLAND)	
JANE E. BASKIN,)	
)	
Petitioner,)	**ORDER DENYING MOTION FOR RECUSAL**
)	
vs.)	
)	
WILLIAM B. WALKUP,)	
)	
Respondent.)	
)	

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 where 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 (Ct.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.

Amy W. McCulloch, Probate Judge
Richland County Probate Court

April 28, 2022
Columbia, South Carolina

EXHIBIT

A

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF**
	)	**JULIAN W. WALKER, JR.**
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

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

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

Monica Dde

Printed Name: Monica Gende
Notary Public for State of South Carolina
My Commission Expires: 9/8/2025

FILED

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40172
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF SINCLAIR LEWIS**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

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

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

Sworn this 12th day of December, 2020

Printed Name: Stephen R. Lewis
Notary Public for State of South Carolina
My Commission Expires: 3/3/2027

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO: 2020-GD-40-423
Jane E. Baskin,	)	AMY W. McCULLOCH PROBATE JUDGE RICHLAND COUNTY, S.C.
Plaintiff,	)	
vs.	)	**AFFIDAVIT OF ALBERT L. MOSES**
William B. Walkup,	)	
Defendant.	)	

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 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.	)	**AFFIDAVIT OF**
	)	**CLARENCE E. KANIPE, JR.**
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY APPEARED BEFORE ME, Clarence E. Kanipe, 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.

Clarence E. Kanipe, Jr.

Clarence E. Kanipe, Jr.

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

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF CAPTAIN LOUIS EDWARD SPRADLIN**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

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

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.

Louis Howard Spradlin

Sworn this 10th day of December, 2020

Celeste H. Ziegler

Printed Name: Celeste H. Ziegler
Notary Public for State of South Carolina
My Commission Expires: 9/25/22

CELESTE H. ZIEGLER NOTARY PUBLIC STATE OF SOUTH CAROLINA My Commission Expires 09-25-2022

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 FORSYTH)

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

Anne Webster

Sworn this 10 day of December, 2020

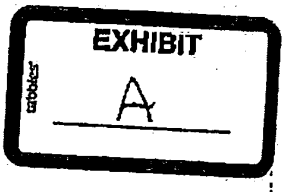
Lisa Everhart

Printed Name: Lisa Everhart
Notary Public for State of North Carolina
My Commission Expires: 4-20-24

LISA EVERHART NOTARY PUBLIC DAVIDSON COUNTY, NC

On the advice of my attorney W. McNair Tornow I have had this affidavit notirized 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



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:awebb4etal@triad.rr.com]
Sent: Wednesday, March 08, 2017 6:12 PM
To: Bill@Walkup.biz; Alex Weatherly <AlexWeatherly@callisontighe.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 subterfuge; 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.

FILED

2020 DEC 18 P 12:43

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 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 concept of her finances and does not think long-term.

4. I expressed these concerns to Alex Weatherly and Bill Walkup in April 2017.

5. I am competent to testify to the matters stated herein.

FURTHER SHE SAYETH NOT.

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

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
2. 10/28/20: Jenny Vega (paid caregiver)
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 :
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 a 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 a has 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

3710 Landmark Drive • Suite 109 • Columbia, SC 29204
Ph: 803.779.1181 • Fax: 803.779.6499 • www.seniormatters.com

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 rollater 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

Michelle Nunn – Guardian Ad Litem

Senior Matters

ENTERED NOV

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]1946, F) [redacted]9155 ID: 1251
200 ATRIUM WAY
COLUMBIA, SC 29223

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 #
Group #:
Usual Copay: 0.00
P O Box 100190
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 #:
Group #:
Usual Copay: 0.00
PO Box 600601
Columbia, SC, 29260-
(888) 930-2345
Notes:

EXHIBIT
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The information on this page is CONFIDENTIAL. Any release of this information requires the expressed written authorization of the patient listed above.

Henderson 00001

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN ([redacted] 1946) **Oct 28, 2020 Wed 09:26 AM**

Monday, Aug 24 2020
Full Progress Note signed by Frampton Henderson, MD

Chief Complaint: F/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 surger 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.
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) 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 seveere cerviacl spine disease and down turining head,needs support
4) clobetasol 0.05% topical cream, ue 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-homatropine 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 murm 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:

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN ([redacted]/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 pa 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 v is accompanied by her caregiver.

Review of Systems: The annual wellness visit and health risk assessment form is reviewed. The patie 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.
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) butalbital/acetaminophen/caffeine 50 mg-325 mg-40 mg oral tablet, 1 qid prn
2) cervical collar, pt with seveere cerviacl spine disease and down turining head,needs support
3) clobetasol 0.05% topical cream, ue bid on rash
4) desonide ointment 0.05%, use bid prn
5) Drisdol 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

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JANE BASKIN ([redacted]/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 he
Extremities with some spasm and some weakness. She is alert and oriented. Heart and lungs are norm
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 attorne 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 bra 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

Providence Family Practice
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Suite 212
Columbia, SC 29223
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JANE BASKIN ([redacted]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 seveere cerviacl spine disease and down turining head.needs support
3) clobetasol 0.05% topical cream, ue bid on rash
4) desonide ointment 0.05%, use bid prn
5) Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
6) Pioricet 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. Far. 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.
scd 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

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JANE BASKIN ([redacted]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 g 50% time spent on counseling and coordinating care. PRESCRIBE: Drisdol 50,000 intl units (1.25 mg) capsule, 1 caplet every week, # 4 , RF: 12.
PRESCRIBE: cervical collar, pt with seveere cerviacl spine disease and down turining 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]

Allergics: 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) 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

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JANE BASKIN ([redacted]/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 spit 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, ue 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 assited 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 con 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

Providence Family Practice
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JANE BASKIN ([redacted] 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: 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) 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) Tums 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, RF

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN ([redacted]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 wors with standing. Certain positions woresn. 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 Depeneds 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 mobilityand 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

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JANE BASKIN ([redacted] 1946) **Oct 28, 2020 Wed 09:26 AM**

9) Tums 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: WNWD NAD A&Ox3 fixed contractures BUE/BLE.
HEENT: grossly normal.
LUNGS: CTAB s w/r/r
HEART: RRR S1 S2 s m/g/r
ABD s/nt/nd/nabs
CHEST WALL: WNL
EXTREMITIES: NO C/C/E
back s TTP. No CVA tenderness. Some relief of pain palpation
Intergluteal fold c erythema and satelite 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 Jame 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 AF 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 (6/28/2016)
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

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Suite 212
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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: Mrs. Baskin is a 70-year-old patient with a life long history of cerebra 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 mos 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 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) Driedol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
4) Percocet 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.

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JANE BASKIN ([redacted]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 an 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 histor cord compression with some myelopathy and also history of cerebral palsy with severe dystonia and ha lifelong history of walking problems but it seemed to have gotten worse recently. She is accompanie friend who says it looks like her feet just can't get going. Also, she has had some swelling of the and ankle recently. She had some muscle pain in the left posterior leg when somebody was trying to month ago but that is pretty much resolved now. She is complaining of urinary frequency. She has a of OAB and has been prescribed Toviaz but she does not take this regularly. She is concerned that s 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. myelopathySurgery 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

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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 smoker]

Allergies: Zocor

Medications: 1) clobetasol 0.05% topical cream, ue bid on rash
2) desonide ointment 0.05%, use bid prn
3) Drisdol 50,000 intl units (1.25 mg) oral capsule, 1 caplet every week
4) Pioricet 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) 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: 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 wheelch

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 Drisdol.
I wrote a prescription for the cervical collar. Also they will research the lift chair to see which

EXHIBIT
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Henderson 00006

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JANE BASKIN ([redacted] 1946) **Oct 28, 2020 Wed 09:26 AM**

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, 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/Ln: 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 toviaz 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. Baskin is a 68-year-old lady with a history of severe cerebral pals 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 say 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 frequen has periodic falls. She denies any significant depression. She has had no recent fractures or inju her falls. 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.

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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 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) 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 8H 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 anteflexion 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 anteflexion deformit 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 thi 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.

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JANE BASKIN ([redacted]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 Referal

History of Present Illness: Mrs. Baskin is a 68-year-old lady who comes in today complaining of spas 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 tim other than to go by his office and get an occasional hug. She says that she is confident that he wo to 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

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JANE BASKIN ([redacted]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):

PRESCRIBE: 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 woul 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

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JANE BASKIN ([redacted]/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) 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
3) light weight transport wheel chair
4) Toviaz 8 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: WNWD NAD A&Ox3
HEENT: grossly normal.
LUNGS: CTAB s w/r/r
HEART: RRR S1 S2 s m/g/r
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/E

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.

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JANE BASKIN ([redacted]1946) **Oct 28, 2020 Wed 09:26 AM**

depression. She denies chest pain or shortness of breath. No bowel or bladder problems. She has c 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:

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JANE BASKIN ([redacted]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.

Providence Family Practice
115 Blarney Drive
Suite 212
Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN ([redacted]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, RF: 11.
(Transmitted by Frampton Henderson, MD)
DISCONTINUE: VESIcare 10 mg oral tablet One tablet daily

Instructions:

(Encounter was coded as: 99214)

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 c 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: 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: 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

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JANE BASKIN ([redacted]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 urinar 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 immunization 2007.
8. Pneumovax 2007.
Right carotid bruit.

Family History: The patient is adopted

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JANE BASKIN ([redacted] 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: Driedol 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 sced

PROVIDED HM: Screening for Cervical Cancer
Given: not sexually active

Instructions:

(Encounter was coded as: 99214)

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JANE BASKIN (1946) **Oct 28, 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 becaus 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: Drisdol 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

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JANE BASKIN ([redacted]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 dependent 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/In: 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

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JANE BASKIN ([redacted]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 don
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 dyston
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

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Phone 803-254-5171 Fax 803-779-7403

JANE BASKIN ([redacted]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 immunization 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/Ln: 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: norma MOUTH: normal. THROAT: normal. Carotids: no bruits. Thyroid: no goiter. HEART: regular rhythm, n 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

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: Loc: E.RAD
Exam Date: 03/28/2011 Status: REG CLI
Radiology No:
Unit No: 2000039447

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:

SITE	BMD (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: Loc: E.RAD
Exam Date: 03/28/2011 Status: REG 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 WIMBERLY, R.T.(R)
Transcribed Date/Time: 04/04/2011 (1648)
Transcriptionist: DEPOMASL
Printed Date/Time: 04/06/2011 (1628)

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:		**Weight:**	150.0 lbs.
Date of Birth:		**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/cm²	-2.2	-0.7
DualFemur	Total Mean	03/28/2011	65.0	0.697 g/cm²	-2.6	-1.5

Morphometry Results:

Scan Type	Region	Deformity	Measured	Age	Average Height (cm)	Average Height Z-Score	A/P Ratio (%)	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 0.689 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

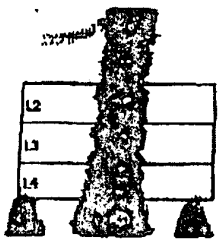
- **Mild to aggressive therapies are available in the form of Hormone replacement therapy (HRT), Bisphosphonates, Calcitonin, and SERMs. Additionally, all patients should ensure an adequate intake of dietary calcium (1200mg/d) and vitamin D (400-800 IU daily).**
- **People with diagnosed cases of osteoporosis 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.**

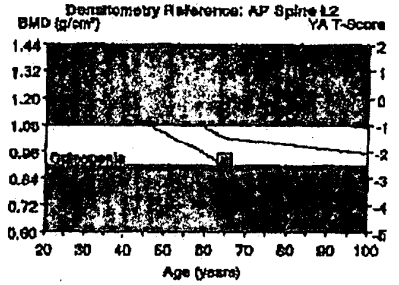
Henderson 00030

Providence Hospital Northeast

120 Gateway Corporate Blvd.
Columbia, SC 29203

Patient:	BASKIN, JANE	**Patient ID:**	
Birth Date:	[redacted]/1946 65.0 years	**Referring Physician:**	DR HENDERSON FRAMPTON
Height / Weight:	67.0 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)



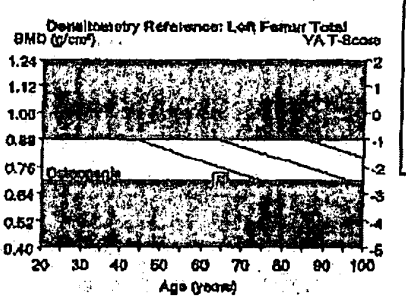


Region	BMD (g/cm²)	Young-Adult T-Score	Age-Matched Z-Score
L2	0.925	-2.3	-0.8
L3	0.946	-2.1	-0.6
L4	0.947	-2.1	-0.6
L2-L3	0.936	-2.2	-0.7
L2-L4	0.940	-2.2	-0.7
L3-L4	0.947	-2.1	-0.6

Matched for Age, Weight (females 25-100 kg), Ethnic: USA (ages 20-40) AP Spine Reference Population (v110)
Statistically 68% of repeat scans fall within LSD (± 0.030 g/cm² for AP Spine L2)

Image not for diagnosis

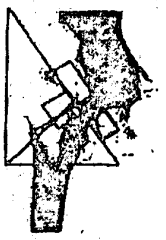


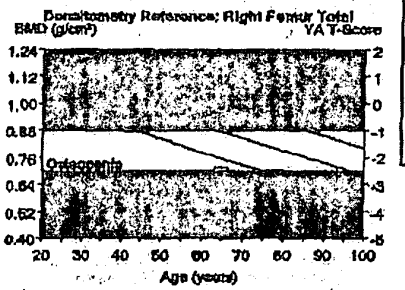


Region	BMD (g/cm²)	Young-Adult T-Score	Age-Matched Z-Score
Neck	0.755	-1.9	-0.5
Upper Neck	0.585	-2.0	-0.6
Wards	0.410	-3.8	-1.9
Troch	0.525	-2.4	-1.8
Shaft	0.811	-	-
Total	0.705	-2.5	-1.4

Matched for Age, Weight (females 25-100 kg), Ethnic: USA (ages 20-40) Femur Reference Population (v110)
Statistically 68% of repeat scans fall within LSD (± 0.010 g/cm² for Left Femur Total)

Image not for diagnosis





Region	BMD (g/cm²)	Young-Adult T-Score	Age-Matched Z-Score
Neck	0.757	-1.9	-0.5
Upper Neck	0.544	-2.3	-1.0
Wards	0.470	-3.4	-1.5
Troch	0.477	-2.8	-2.2
Shaft	0.838	-	-
Total	0.689	-2.6	-1.5

Matched for Age, Weight (females 25-100 kg), Ethnic: USA (ages 20-40) Femur Reference Population (v110)
Statistically 68% of repeat scans fall within LSD (± 0.010 g/cm² for Right Femur Total)

Image not for diagnosis

ADVANCED DIAGNOSTICS, INC. Medical Imaging

Carotid Study Report

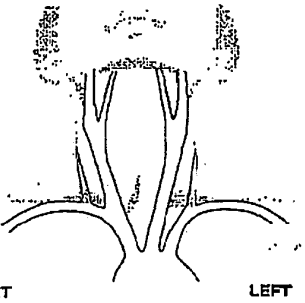
JANE BASKIN
March 14, 2012

Med Rec No:		**Indications:**	CPT 93880 Carotid, 785.9
DOB:			
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
Complications Body Habitus

ADI QA: No Follow Up
Risk Factors: Carotid Bruit

RIGHT PSV (cm/s)	RIGHT EDV (cm/s)	RIGHT Stenosis		LEFT Stenosis	LEFT PSV (cm/s)	LEFT EDV (cm/s)
93	10		ECA		70	8
50	19		ICA-dis		63	14
46	15		ICA-prox		67	23
66	17		CCA-dis		62	15
86	25		CCA-prox		56	9



RIGHT		LEFT
0.69	ICA/CCA ratio	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 04:16 PM Robert E Delphia, MD Electronically Signed on CoreWeb

Henderson 00032

Palmetto Imaging
www.SCDiag.com

Palmetto Imaging ~ Downtown
1331 Lady Street, Columbia, SC 29201
p: 803.256.7646 f: 803.256.8046

PATIENT NAME: Baskin, Jane
DOB: [redacted]1946
MRN:
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 Isovue-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:

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

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:
Patient ID:
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

BASKIN, JANE ed63934e-7586-49cd-a22d-e72d3c496d38 - 1

PROVIDENCE HOSPITAL NORTHEAST
120 GATEWAY CORPORATE BLVD
COLUMBIA ,S.C. 29203

Name: BASKIN,JANE E
Phys: Henderson,Frampton Jr.
DOB: [redacted] Age: 65 Sex: F
Acct: [redacted] 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 MAMMORAM, 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

OVIDENCE 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] 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

...OVIDENCE 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] 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)

Carolina Physical Therapy and Sports Medicine, Inc.

Discharge Summary

Date of Visit:	06-17-20	**Therapist:**	Benjamen Ashton, PT
Patient Name:	Baskin, Jane	**Referring Provider:**	FRAMPTON HENDERSON JR, MD
Patient #:		**Date of Birth:**	
Date of Onset:	04-09-19	**Age:**	74
Visits:	27	**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 hep at home.

Functional Status	Prior	Current
Activities of daily living	Minimal	Severe
Car transfers	Minimal	Severe
Walking for household distances/mod community	Minimal	Severe

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	

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

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) Benjamen Ashton
transfers	chair and pivot transfers		5		5		Ther Act 97530 -[C001]	A6070 (PT) Benjamen Ashton
LAQ		3	5		4		Ther Exercise 97110 -[C003]	A6070 (PT) Benjamen Ashton
Seated ball squeeze		4	5		4		Ther Exercise 97110 -[C003]	A6070 (PT) Benjamen Ashton
Seated hip abduct with Tband		4	5		4		Ther Exercise 97110 -[C003]	A6070 (PT) Benjamen 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) Benjamen Ashton
nu step	L2 disassociated UE/LE reciprocal motion				5		Ther Act 97530 -[C001]	A6070 (PT) Benjamen Ashton
walker scoots	push/pull with legs to improve strength				10		Ther Exercise 97110 -[C003]	A6070 (PT) Benjamen 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 hep 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.

Benjamen Ashton, PT

This document was electronically signed on 06-18-20 at 08:27a
By: Benjamen Ashton, PT
License Number:

COLUMBIA NEUROSURGICAL ASSOCIATES, P.A.

www.columbianeurosurgical.com

Spine & Neurological Surgery

Thomas J. Holbrook, Jr., MD
William M. Rambo, Jr., MD
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720 Rebon Road
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(803) 462-0423 - (F) 462-0432

132 Sunset Court
W. Columbia, SC 29169
(803) 794-3700 - (F) 794-0322

Pain Medicine
Eva J. Rawl, MD, Steven B. Stokes, MD

OFFICE CONSULTATION

Patient: Jane E. Baskin
Chart:
DOB: [redacted]1946
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. EOMI. 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 firm 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 Valium 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.

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#: 26699

CC: Frampton Henderson, Jr., MD [51097]

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:
Patient Name: Jane Baskin
DOB:
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

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	NORTHEAST	ST. ANDREWS	LEXINGTON
131 Summerplace Drive	11 Gateway Corners Pk	7033 St Andrews Rd. #304	811 W. Main St #208
W. Columbia, SC 29169	Columbia, SC 29203	Columbia, SC 29212	Lexington, SC 29072
803.794.4565 (p)	803.462.2300 (p)	803.794.4565 (p)	803.794.4565 (p)
803.796.8924 (f)	803.462.0375 (f)	803.796.8924 (f)	803.796.8924 (f)

S.G. Saleeby MD · M.E. Beabrook MD · J.W. Schiberg MD · E.W. Stuart MD · K. Vasudeva MD · J.A. Richter MD · M.N. Thomé MD · E.R. Singh MD · J.L. Wilson MD
M. Anderson APRN · A. Chaston APRN · S. Catterton APRN · S. Milhouse APRN · L. Beckett-Lowe APRN · A. Thanh APRN

Frampton W. Henderson, MD
2750 Laurel Street Suite 103
Columbia, SC 29204
(803) 254-5171 (phone)
(803) 779-7403 (fax)

Date: 9/10/2020 3:40 PM
Patient Name: **Jane Baskin**
DOB (age): [redacted]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

Faxed on 9/10/2020 Jane Baskin

FOX REHABILITATION

Recertification Plan of Care

Patient: Jane Baskin
PN / CASE:
Referral source: (35052) - Frampton Henderson MD

Date: 09-19-18
DOB: [redacted]1946
Age: 72

Frampton Henderson MD
2750 Laurel St # 403

Columbia SC 29204-0802

NPI:
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:
Butalb-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 toleranceand difficulty reaching to L side to pull up brief & pants. Client is able to self clean h/e does require increase time.

FOX REHABILITATION

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 h/e once moving client is able to perform the sit to stand f'ly

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 t/f from living room to her toilet. If on a lower surface or client is fatigued requires CGA-SBA to stand to rollator.

Education

Topic	Audience	Delivery of Education	Assist	Return of Knowledge	Trials	Total Time	Response 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/f 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,

FOX REHABILITATION

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

Palmetto Ear Nose and Throat

2801 DEVINE STREET

SUITE 101

COLUMBIA, SC 29205-2024

Frampton Henderson

115 BLARNEY DR

SUITE 212

COLUMBIA, SC 29223-

Dear Dr. Henderson ,

Thank you for your referral of Jane Baskin, DOB: [redacted]1946.

CERUMEN IMPACTION:

Ms. Jane Baskn 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,

Linda Lauren Bradley FNP

LINDA BRADLEY, FNP-C

Henderson 00052

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	RESULTS PROVIDED BY
1251	F	JANE BASKIN 200 ATRIUM WAY COLUMBIA, SC 29223 (803) 354-2560	Prisma Health
DOB [redacted]1946			

AGE	ACCESSION #	ORDERING PROVIDER	
74	FT00011796	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
109885	Specimen ID: FT00011796 Type: Source: Condition:	09/04/2020 02:17:34 COLLECTION DATE / TIME 09/03/2020 12:00:00	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/RFLX 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	RESULTS PROVIDED BY
1251	F	JANE BASKIN	Prisma Health
DOB		200 ATRIUM WAY	
[redacted]1946		COLUMBIA, SC 29223	
		(803) 354-2560	

AGE	ACCESSION #	ORDERING PROVIDER	
74	FT00011796	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
109885	Specimen ID: FT00011796	09/04/2020 02:17:34	09/03/2020 21:14:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	09/03/2020 12:00:00	NOT SPECIFIED
	Condition:		

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	RESULTS PROVIDED BY
1251	F	JANE BASKIN	Prisma Health
DOB		200 ATRIUM WAY	
[redacted]/1946		COLUMBIA, SC 29223	
		(803) 354-2560	

AGE	ACCESSION #	ORDERING PROVIDER	
74	FT00011615	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
109703	Specimen ID: FT00011615	08/25/2020 02:15:27	08/24/2020 19:20:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	08/24/2020 14:37:00	NOT SPECIFIED
	Condition:		

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	5.0-8.0	--		F	Prisma Health
-Urine Glucose	Negative	Negative	--		F	Prisma Health
-Urine Protein	30	Negative	mg/dL	A	F	Prisma Health
-Urine Ketone	Trace	Negative	--	A	F	Prisma Health
-Urine Bilirubin	Negative	Negative	--		F	Prisma Health
-Urine Blood	Small	Negative	--	A	F	Prisma Health
-Urine Nitrite	Positive	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	Moderate	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	RESULTS PROVIDED BY
1251	F	JANE BASKIN	Prisma Health
DOB		200 ATRIUM WAY	
[redacted] 1946		COLUMBIA, SC 29223	
		(803) 354-2560	

AGE	ACCESSION #	ORDERING PROVIDER	
74	FT00011615	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
109703	Specimen ID: FT00011615	08/25/2020 02:15:27	08/24/2020 19:20:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	08/24/2020 14:37:00	NOT SPECIFIED
	Condition:		

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
Reported On: 08/24/2020 19:01:00						
-WBC Count	8.4	3.7-11.0	K/uL		F	Prisma Health
-RBC Count	4.18	3.74-4.84	M/UL		F	Prisma Health
-Hemoglobin	13.0	11.2-15.7	g/dL		F	Prisma Health
-Hematocrit	39.6	34.1-44.9	%		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	52.9	36.4-46.3	fL	H	F	Prisma Health
-RDW-CV	15.2	11.6-14.4	%	H	F	Prisma Health
-Platelet Count	333	150-400	K/uL		F	Prisma Health
-MPV	10.9	9.4-12.3	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
14 Medical Park Drive
Columbia, SC 29203
(803)434-7770

AUTO DIFF					F	
Reported On: 08/24/2020 19:01:00						
-Auto Neutrophil	71.4	37.0-78.0	%		F	Prisma Health
-Auto Lymph	12.6	15.0-45.0	%	L	F	Prisma Health
-Auto Monocyte	6.6	4.0-13.0	%		F	Prisma Health

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115 Blarney Drive
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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS	RESULTS PROVIDED BY
1251	F	JANE BASKIN	Prisma Health
DOB		200 ATRIUM WAY	
[redacted]/1946		COLUMBIA, SC 29223	
		(803) 354-2560	

AGE	ACCESSION #	ORDERING PROVIDER	
74	FT00011615	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
109703	Specimen ID: FT00011615	08/25/2020 02:15:27	08/24/2020 19:20:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	08/24/2020 14:37:00	NOT SPECIFIED
	Condition:		

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Auto Eos	6.3	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	1.56-6.13	K/uL		F	Prisma Health
-Absolute Lymph	1.05	1.18-3.74	K/uL	L	F	Prisma Health
-Absolute Monocytes	0.55	0.24-0.86	K/uL	H	F	Prisma Health
-Absolute Eosinophils	0.70	0.04-0.36	K/uL	H	F	Prisma Health
-Absolute Baso	0.04	0.01-0.08	K/uL		F	Prisma Health
-Absolute Immature Grans	0.05	0.00-0.03	K/uL	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 F
Reported On: 08/24/2020 19:10:00

-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 F
Reported On: 08/24/2020 19:10:00

-Sodium	143	136-145	mmol/L		F	Prisma Health
-Potassium	3.6	3.5-5.1	mmol/L		F	Prisma Health

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS	RESULTS PROVIDED BY
1251	F	JANE BASKIN	Prisma Health
DOB		200 ATRIUM WAY	
[redacted]1946		COLUMBIA, SC 29223	
		(803) 354-2560	

AGE	ACCESSION #	ORDERING PROVIDER	
74	FT00011615	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
109703	Specimen ID: FT00011615	08/25/2020 02:15:27	08/24/2020 19:20:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	08/24/2020 14:37:00	NOT SPECIFIED
	Condition:		

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	0.68	0.60-1.10	mg/dL		F	Prisma Health
-Calcium	9.1	8.6-10.6	mg/dL		F	Prisma Health
-Albumin	3.9	3.4-4.8	g/dL		F	Prisma Health
-AST (SGOT)	484	5-34	U/L	H	F	Prisma Health
-ALT (SGPT)	688	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**					F	
-GFR African American	100	>=60	mL/min/1.73 sq		F	Prisma Health

Providence Family Practice
115 Blarney Drive
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Columbia, SC 29223
Phone 803-254-5171 Fax 803-779-7403

LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS	RESULTS PROVIDED BY
1251	F	JANE BASKIN 200 ATRIUM WAY COLUMBIA, SC 29223 (803) 354-2560	Prisma Health
DOB [redacted]1946			

AGE	ACCESSION #	ORDERING PROVIDER	
74	FT00011615	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
109703	Specimen ID: FT00011615 Type: Source: Condition:	08/25/2020 02:15:27 COLLECTION DATE / TIME 08/24/2020 14:37:00	08/24/2020 19:20:00 FASTING NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-GFR Non-African American	86	>=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 F
Reported On: 08/24/2020 19:13:00

-Urine RBC's	0	0-3	/HPF		F	Prisma Health
-Urine WBC's	19	0-5	/HPF	H	F	Prisma Health
-Urine EPI	Few	Few	/HPF		F	Prisma Health
-Urine Bacteria	Few	None	/HPF		F	Prisma Health
-Mucus Stranda	Occasional	--	/LPF		F	Prisma Health

NOTES on 'Mucus Stranda':

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 9:24:52 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	RESULTS PROVIDED BY
1251	F	JANE BASKIN 200 ATRIUM WAY COLUMBIA, SC 29223	LabCorp Burlington 1447 York Court Burlington, NC 272153361
DOB		(803) 354-2560	800-762-4344 Director: William F Hancock MD
[redacted]1946			

AGE	ACCESSION #	ORDERING PROVIDER	
74	00707856000	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
97156	Specimen ID: 007078560002019 Type: Source: Condition: Total Volume:	01/08/2019 09:13:29	01/08/2019 08:12:00
		COLLECTION DATE / TIME	FASTING
		01/07/2019 16:01:00	NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
CBC WITH DIFFERENTIAL/PLATELET					F	
-WBC	6.5	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	34.0-46.6	%		F	01
-MCV	93	79-97	fL		F	01
-MCH	30.6	26.6-33.0	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

Amazing Charts

Henderson 00060

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
[redacted]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
Frampton Henderson, MD

LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
97156	Specimen ID: 007078560002019	01/08/2019 09:13:29	01/08/2019 08:12:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	01/07/2019 16:01:00	NOT SPECIFIED
	Condition:		
	Total Volume:		

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Baso (Absolute)	0.0	0.0-0.2	x10E3/uL		F	01
-Immature Granulocytes	1	Not Estab.	%		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: mb

COMP. METABOLIC PANEL (14)					F	
-Glucose	93	65-99	mg/dL		F	01
-BUN	12	8-27	mg/dL		F	01
-Creatinine	0.51	0.57-1.00	mg/dL	Below Low Normal	F	01
-eGFR If NonAfrican Am	96	>59	mL/min/1.73		F	01
-eGFR If Africn Am	111	>59	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	96-106	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
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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
Frampton Henderson, MD

LAB ID	SPECIMEN INFORMATION:
97156	Specimen ID: 007078560002019
	Type:
	Source:
	Condition:
	Total Volume:

RECEIVED ON	REPORTED ON
01/08/2019 09:13:29	01/08/2019 08:12:00
COLLECTION DATE / TIME	FASTING
01/07/2019 16:01:00	NOT SPECIFIED

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Albumin	4.5	3.5-4.8	g/dL		F	01
-Globulin, Total	2.8	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	92	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
[redacted]/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 #	ORDERING PROVIDER
74	05807855010	Frampton Henderson, MD

LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
70816	Specimen ID: 058078550102017	02/28/2017 17:18:41	02/28/2017 06:35:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	02/27/2017 11:13:00	NOT SPECIFIED
	Condition:		
	Total Volume:		

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
CBC WITH DIFFERENTIAL/PLATELET					F	
-WBC	5.6	3.4-10.8	x10E3/uL		F	01
-RBC	4.15	3.77-5.28	x10E6/uL		F	01
-Hemoglobin	12.7	11.1-15.9	g/dL		F	01
-Hematocrit	39.7	34.0-46.6	%		F	01
-MCV	96	79-97	fL		F	01
-MCH	30.6	26.6-33.0	pg		F	01
-MCHC	32.0	31.5-35.7	g/dL		F	01
-RDW	13.8	12.3-15.4	%		F	01
-Platelets	325	150-379	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	0.1-0.9	x10E3/uL		F	01
-Eos (Absolute)	0.2	0.0-0.4	x10E3/uL		F	01

Providence Family Practice
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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS
1251	F	JANE BASKIN
DOB		200 ATRIUM WAY
[redacted]/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 #	ORDERING PROVIDER
74	05807855010	Frampton Henderson, MD

LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
70816	Specimen ID: 058078550102017	02/28/2017 17:18:41	02/28/2017 08:35:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	02/27/2017 11:13:00	NOT SPECIFIED
	Condition:		
	Total Volume:		

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)					F	
-Glucose	98	65-99	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	96	>59	mL/min/1.73		F	01
-eGFR If Africn 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	96-106	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	6.0-8.5	g/dL		F	01

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS
1251	F	JANE BASKIN
DOB		200 ATRIUM WAY
[redacted]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	05807855010

ORDERING PROVIDER
Frampton Henderson, MD

LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
70816	Specimen ID: 058078550102017	02/28/2017 17:18:41	02/28/2017 08:35:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	02/27/2017 11:13:00	NOT SPECIFIED
	Condition:		
	Total Volume:		

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Albumin	4.5	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)	18	0-40	IU/L		F	01
-ALT (SGPT)	20	0-32	IU/L		F	01

Specimen 058078550102017 facilities:

01:
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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.

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS
1251	F	JANE BASKIN
DOB		200 ATRIUM WAY
[redacted]/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	09107852860

ORDERING PROVIDER
Frampton Henderson, MD

LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
56315	Specimen ID: 091078528602016	04/02/2016 08:04:39	04/01/2016 15:36:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	03/31/2016 15:39:00	NO
	Condition:		
	Total Volume:		

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	0.57-1.00	mg/dL		F	01
-eGFR If NonAfrican Am	81	>59	mL/min/1.73		F	01
-eGFR If Africn Am	93	>59	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	3.9	3.5-5.2	mmol/L		F	01
-Chloride	106	97-108	mmol/L		F	01
-Carbon Dioxide, Total	26	18-29	mmol/L		F	01
-Calcium	9.1	8.7-10.3	mg/dL		F	01
-Protein, Total	6.9	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

Amazing Charts

Henderson 00066

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS
1251	F	JANE BASKIN
DOB		200 ATRIUM WAY
[redacted]/1946		COLUMBIA, SC 29223
		(803) 354-2560

AGE	ACCESSION #
74	09107852860
LAB ID	SPECIMEN INFORMATION:
56315	Specimen ID: 091078528602016
	Type:
	Source:
	Condition:
	Total Volume:

RESULTS PROVIDED BY
LabCorp Burlington
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Burlington, NC 272153361
800-762-4344 Director: William F Hancock MD

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON	REPORTED ON
04/02/2016 08:04:39	04/01/2016 15:36:00
COLLECTION DATE / TIME	FASTING
03/31/2016 15:39:00	NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
GENERAL NOTES:						
'Clinical Information: TL						
B-TYPE NATRIURETIC PEPTIDE					F	
B-Type Natriuretic Peptide	24.0	0.0-100.0	pg/mL		F	01

Specimen 091078528602016 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]

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS
1251	F	JANE BASKIN
DOB		200 ATRIUM WAY
[redacted]/1946		COLUMBIA, SC 29223
		(803) 354-2560

AGE	ACCESSION #
74	34907850030
LAB ID	SPECIMEN INFORMATION:
52949	Specimen ID: 349078500302015
	Type:
	Source:
	Condition:
	Total Volume:

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1447 York Court
Burlington, NC 272153361
800-762-4344 Director: William F Hancock MD

ORDERING PROVIDER
Frampton Henderson, MD

RECEIVED ON	REPORTED ON
12/17/2015 07:35:03	12/17/2015 06:36:00
COLLECTION DATE / TIME	FASTING
12/15/2015 12:41:00	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: SRC:UR Urine ab

BASIC METABOLIC PANEL (8)					F	
-Glucose	92	65-99	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 NonAfrican Am	87	>59	mL/min/1.73		F	01
-eGFR If Africn Am	100	>59	mL/min/1.73		F	01
-BUN/Creatinine Ratio	17	11-26	--		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	18-29	mmol/L		F	01
-Calcium	9.4	8.7-10.3	mg/dL		F	01
VITAMIN B12					F	

Amazing Charts

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS	RESULTS PROVIDED BY
1251	F	JANE BASKIN	LabCorp Burlington
DOB		200 ATRIUM WAY	1447 York Court
03/26/1946		COLUMBIA, SC 29223	Burlington, NC 272153361
		(803) 354-2560	800-762-4344 Director: William F Hancock MD

AGE	ACCESSION #	ORDERING PROVIDER	
74	34907850030	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
52949	Specimen ID: 349078500302015	12/17/2015 07:35:03	12/17/2015 06:36:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	12/16/2015 12:41:00	NOT SPECIFIED
	Condition:		
	Total Volume:		

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Vitamin B12	347	211-946	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 4:55:12 PM.
**Comments: [Added by F. Henderson, MD] / [Added by F. Henderson, MD]

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS	RESULTS PROVIDED BY
1251	F	JANE BASKIN 200 ATRIUM WAY COLUMBIA, SC 29223 (803) 354-2560	LabCorp Burlington 1447 York Court Burlington, NC 272153361 800-762-4344 Director: William F Hancock MD
DOB [redacted]1946			

AGE	ACCESSION #	ORDERING PROVIDER	
74	07607850570	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
39726	Specimen ID: 076078505702015 Type: Source: Condition: Total Volume:	03/18/2015 09:53:19	03/18/2015 08:19:00
		COLLECTION DATE / TIME	FASTING
		03/17/2015 11:45:00	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	3.77-5.28	x10E6/uL		F	01
-Hemoglobin	11.9	11.1-15.9	g/dL		F	01
-Hematocrit	35.1	34.0-46.6	%		F	01
-MCV	90	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	14.6	12.3-15.4	%		F	01
-Platelets	323	150-379	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

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS	RESULTS PROVIDED BY
1251	F	JANE BASKIN 200 ATRIUM WAY COLUMBIA, SC 29223 (803) 354-2560	LabCorp Burlington 1447 York Court Burlington, NC 272153361 800-762-4344 Director: William F Hancock MD
DOB [redacted]/1946			

AGE	ACCESSION #	ORDERING PROVIDER	
74	07607850570	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
39726	Specimen ID: 076078505702015 Type: Source: Condition: Total Volume:	03/18/2015 09:53:19	03/18/2015 08:19:00
		COLLECTION DATE / TIME	FASTING
		03/17/2015 11:45:00	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)					F	
-Glucose	92	65-99	mg/dL		F	01
NOTES on 'Glucose': 'Specimen received in contact with cells. No visible hemolysis 'present. However GLUC may be decreased and K 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 Africn Am	108	>59	mL/min/1.73		F	01
-BUN/Creatinine Ratio	20	11-26	--		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	106	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

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS	RESULTS PROVIDED BY
1251	F	JANE BASKIN	LabCorp Burlington
DOB		200 ATRIUM WAY	1447 York Court
[redacted]1946		COLUMBIA, SC 29223	Burlington, NC 272153361
		(803) 354-2560	800-762-4344 Director: William F Hancock MD

AGE	ACCESSION #	ORDERING PROVIDER	
74	07607850570	Frampton Henderson, MD	
LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
39726	Specimen ID: 076078505702015	03/18/2015 09:53:19	03/18/2015 08:19:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	03/17/2015 11:45:00	NO
	Condition:		
	Total Volume:		

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Albumin	4.4	3.6-4.8	g/dL		F	01
-Globulin, Total	2.3	1.5-4.5	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)	15	0-32	IU/L		F	01
LIPID PANEL					F	
-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 Cal	15	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					F	
-Vitamin D, 25-Hydroxy	34.8	30.0-100.0	ng/mL		F	01

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

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS	RESULTS PROVIDED BY
1251	F	JANE BASKIN 200 ATRIUM WAY COLUMBIA, SC 29223 (803) 354-2560	LabCorp Burlington 1447 York Court Burlington, NC 272153361 800-762-4344 Director: William F Hancock MD
DOB [redacted]/1946			
AGE		ACCESSION #	ORDERING PROVIDER
74		07607850570	Frampton Henderson, MD
LAB ID		SPECIMEN INFORMATION:	RECEIVED ON / REPORTED ON
39726		Specimen ID: 076078505702015 Type: Source: Condition: Total Volume:	03/18/2015 09:53:19 / 03/18/2015 08:19:00 COLLECTION DATE / TIME / FASTING 03/17/2015 11:45:00 / NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By

```
'    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 8:19:37 PM.
**Comments: [Added by F. Henderson, MD]

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS	RESULTS PROVIDED BY
1251	F	JANE BASKIN 200 ATRIUM WAY COLUMBIA, SC 29223 (803) 354-2560	LabCorp Burlington 1447 York Court Burlington, NC 272153361 800-762-4344 Director: William F Hancock MD
DOB [redacted]/1946			
AGE		ACCESSION #	ORDERING PROVIDER
74		07307850300	Frampton Henderson, MD
LAB ID		SPECIMEN INFORMATION:	RECEIVED ON / REPORTED ON
25830		Specimen ID: 07307850300 Type: Source: Condition: Total Volume:	03/15/2014 10:14:26 / 03/15/2014 06:37:00 COLLECTION DATE / TIME / FASTING 03/14/2014 12:01:00 / NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
LIPID PANEL					F	
-Cholesterol, Total	213	100-199	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					F	
-Vitamin D, 25-Hydroxy	26.6	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					F	
-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

Amazing Charts

Henderson 00075

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LABORATORY REPORT

ID #	SEX	PATIENT DEMOGRAPHICS
1251	F	JANE BASKIN
DOB		200 ATRIUM WAY
[redacted] 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	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 06:37:00
COLLECTION DATE / TIME	FASTING
03/14/2014 12:01:00	NO

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Hematocrit	37.4	34.0-46.6	%		F	BN
-MCV	91	79-97	fL		F	BN
-MCH	30.0	26.6-33.0	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	19	14-46	%		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)	0.6	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
[redacted]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	07307850300

ORDERING PROVIDER
Frampton Henderson, MD

LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
25830	Specimen ID: 07307850300	03/15/2014 10:14:26	03/15/2014 06:37:00
	Type:	COLLECTION DATE / TIME	FASTING
	Source:	03/14/2014 12:01:00	NO
	Condition:		
	Total Volume:		

NAME	VALUE	NORMAL	UNITS	Flag	Status	Performed By
-Hematology Comments:	--	--	--		X	BN
BASIC METABOLIC PANEL (8)					F	
-Glucose	94	65-99	mg/dL		F	BN
-BUN	14	8-27	mg/dL		F	BN
-Creatinine	0.56	0.57-1.00	mg/dL	Below Low Normal	F	BN
-eGFR If NonAfrican Am	97	>59	mL/min/1.73		F	BN
-eGFR If Africn Am	112	>59	mL/min/1.73		F	BN
-BUN/Creatinine Ratio	25	11-26	--		F	BN
-Sodium	142	134-144	mmol/L		F	BN
-Potassium	4.0	3.5-5.2	mmol/L		F	BN
-Chloride	106	97-108	mmol/L		F	BN
-Carbon Dioxide, Total	22	19-28	mmol/L		F	BN
-Calcium	9.4	8.6-10.2	mg/dL		F	BN

Specimen 07307850300 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 3/16/2014 8:51:43 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
[redacted]/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	34607855320

ORDERING PROVIDER
Frampton Henderson, MD

LAB ID	SPECIMEN INFORMATION:	RECEIVED ON	REPORTED ON
23951	Specimen ID: 34607855320 Type: Source: UR Condition: Total Volume:	12/14/2013 09:58:25	12/14/2013 06:36:00
		COLLECTION DATE / TIME	FASTING
		12/12/2013 12:11:00	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:UR

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 5:48:26 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
[redacted]1946		COLUMBIA, SC 29223
		(803) 354-2560

AGE	ACCESSION #
74	07307835950
LAB ID	SPECIMEN INFORMATION:
9709	Specimen ID: 07307835950 Type: Source: 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	REPORTED ON
03/14/2012 09:15:19	03/14/2012 06:38:00
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	[redacted]	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: __
DOB: __

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

IN THE PROBATE COURT
Estate Number: 2020-GC-40-0072

IN THE MATTER OF THE TRUST OF JANE E. BASKIN

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
$150.00	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, Beneficiary — Date: 1-6-2021

Michele Moseley — Date: 1-6-2021

Alex Weatherly, — Date: 1-6-2021

Richard C. Detwiler — Date: 1-6-2021

William B. Walkup, Trustee — Date: 1/6/21

Thornwell F. Sowell — Date: 1/6/21

Bess J. DuRant — Date: 1/4/21

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

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. Secondarily 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, definitc statcment 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 timed 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 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.

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 waiving 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 possibility 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. Weahterly) 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.Wetherly: 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 then 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.

STATE OF SOUTH CAROLINA)	**IN THE PROBATE COURT**
)	**Case Number: 2020-GC-40-00072**
COUNTY OF RICHLAND)	
Jane E. Baskin,)	
)	
Petitioner,)	**ORDER DENYING DEFENDANT'S MOTION TO COMPEL AS TO TEXTS AND EMAILS BETWEEN MICHELE MOSELEY AND ALEX WEATHERLY**
)	
vs.)	
)	
William B. Walkup,)	
)	
Respondent.)	
)	

2021 AUG -4 P 1:18
RICHLAND COUNTY
PROBATE JUDGE

On November 19, 2020, Defendant William B. Walkup, through his attorneys Thornwell F. Sowell, III and Bess J. Durant, filed a Motion to Compel as to communications between Michele Moseley and attorney W. Alex Weatherly, Jr., specifically texts and emails between the two (2) parties.

Michele Moseley is the Agent under a Property and Financial Power of Attorney for Jane E. Baskin, 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.

W. Alex Weatherly, Jr. is Co-Counsel with Richard C. Detwiler for Jane E. Baskin in the current litigation and was the attorney for Jane E. Baskin with regard to the Property and Financial Power of Attorney and other estate planning documents.

On November 24, 2020, attorney Detwiler filed a Return to Motion to Compel, Motion for Reconsideration and Motion for Protective Order arguing that the communications between Ms. Moseley and Mr. Weatherly are privileged and confidential as Ms. Mosely is Ms. Baskin's attorney in fact pursuant to a duly executed Power of Attorney, as noted above. He further argued that Ms. Moseley is empowered to speak and act for Ms. Baskin in all matters, including the legal isssues currently before this Court. Mr. Detwiler argued that unless this Court determines that Ms. Moseley's communications, acting as Ms. Baskin's attorney in fact, are not privileged, then she cannot respond to this request, as Ms. Baskin has not waived this privilege.

On December 7, 2020, this Court issued an Order that required the texts and emails be produced to the Court for in camera review, noting in that Order that all parties must be mindful that Ms. Moseley is in place as the Agent under a financial power of attorney and a health care power of attorney for Ms. Baskin and has been since February of 2017. As Agent and fiduciary for Ms. Baskin certain communications with her, and for Ms. Baskin, must be protected until there is a reason to order otherwise.

On December 15, 2020, Mr. Detwiler requested reconsideration of the December 7, 2020 ruling.

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On December 17, 2020, this Court issued an Order that denied the reconsideration.

On December 18, 2020, the emails and texts were produced to this Court as ordered.

This Court has reviewed the documents in question and finds that the communications are between Ms. Moseley as the attorney in facy 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. As noted above, there is no reason to order otherwise.

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., attorney for Jane E. Baskin, is **DENIED.**

Amy W. McCulloch, Probate Judge
Richland County Probate Court

August 4, 2022
Columbia, South Carolina

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STATE OF SOUTH CAROLINA)	**IN THE PROBATE COURT**
)	**CASE NO. 2020-GC-40-00072**
COUNTY OF RICHLAND)	
	FILED
JANE E. BASKIN,)	2022 AUG 17 A 11: 39
)	
Petitioner,)	**ORDER APPROVING**
)	**PAYMENT OF FEES**
vs.)	**FOR MICHELLE NUNN**
)	AMY W. McCULLOCH
WILLIAM B. WALKUP,)	PROBATE JUDGE
)	RICHLAND COUNTY, S.C.
Respondent.)	
)	

Michelle Nunn was appointed by this Court to serve as Guardian ad Litem for Jane Baskin on April 28, 2022. Ms. Nunn appeared for the trial scheduled for August 5, 2022 to give her testimony, and has field her invoice for her services in the amount of $597.50.

William B. Walkup is required to pay this invoice from the Trust funds by August 31, 2022.

IT IS SO ORDERED.

Amy W. McCulloch, Probate Judge
Richland County Probate Court

August 17, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	Case Number: 2020-GC-40-00972
COUNTY OF RICHLAND	)	
JANE E. BASKIN,	)	
	)	
Petitioner,	)	ORDER REMOVING TRUSTEE
	)	
vs.	)	
	)	
WILLIAM B. WALKUP,	)	
	)	
Walkup.	)	
	)	

FILED
2022 AUG 23 P 5:50
JEAN W. McCULLOUGH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

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:

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(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.

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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") –

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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 provded 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 disablities.
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

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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 cligible to receive current distributions of property of a Trust from a Trustee, other than as a creditor or purchaser.

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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)

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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

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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 version 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, <u>without being asked</u>. 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.

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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

23 0723

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	**ORDER REGARDING LATE-FILED AFFIDAVIT OF WILLIAM B. WALKUP**
	)	
vs.	)	
	)	
	)	
William B. Walkup,	)	
	)	
Defendant,	)	

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2022 AUG 31 P 12:51
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

This matter came before the Court following the trial of the case on August 5, 2022. Subsequent to the trial, on August 12, 2022, the Defendant, through his counsel, submitted the Affidavit of William B. Walkup "as a supplement to the record in this case." The affidavit was merely additional testimony from Mr. Walkup which he had ample opportunity to present during the trial. Because the record is closed, no further supplements to the record will be allowed.

NOW, THEREFORE, the Affidavit of William B. Walkup, proffered on August 12, 2022, shall be and is hereby excluded from the record of this case.

AND IT IS SO ORDERED

Amy W. McCulloch
Richland County Probate Judge

Columbia, South Carolina
August 30, 2022

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	Case Number: 2020-GC-40-00072
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	ORDER REGARDING MOTION FOR ORDER AND RULE TO SHOW CAUSE OR, IN THE ALTERNATIVE, MOTION TO ENFORCE SETTLEMENT AND FOR SANCTIONS "ORDER FOR SANCTIONS"
vs.	)	
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

FILED
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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

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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

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 <u>solely</u> 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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STATE OF SOUTH CAROLINA	)	**IN THE PROBATE COURT**
	)	
COUNTY OF RICHLAND	)	**Case Number: 2020-GC-40-00072**
Jane E. Baskin,	)	
	)	
Plaintiff,	)	**ORDER GRANTING PETITION FOR ATTORNEYS' FEES AND COSTS**
	)	
vs.	)	
	)	
William B. Walkup,	)	
	)	
Defendant,	)	
	)	

FILED
2022 AUG 31 P 5:44
MCCULLOCH
PROBATE JUDGE
COUNTY, S.C.

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

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.

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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.

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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.

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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 iscontrolling. *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

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

STATE OF SOUTH CAROLINA)	IN THE PROBATE COURT
)	Case Number: 2020-GC-40-00072
COUNTY OF RICHLAND)	
)	
Jane E. Baskin,)	
)	
Petitioner,)	ORDER DENYING RESPONDENT'S PETITION FOR AWARD OF ATTORNEYS' FEES
)	
vs.)	
)	
William B. Walkup,)	
)	
Respondent.)	
)	

FILED
2022 SEP 16 P 1:31
AMY W. MCCULLOCH
PROBATE JUDGE
RICHLAND CO., 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.

Amy W. McCulloch, Probate Judge
Richland County Probate Court

September 16, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

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

IN THE PROBATE COURT

Case No. 2020-GC-4079

COMPLAINT
(Removal of Trustee)
(Accounting)

FILED
JUL 20 2020
RICHLAND COUNTY
PROBATE COURT

The Plaintiff, complaining of the Defendant, would show unto this Honorable Court as follows:

1. The Plaintiff, Jane E. Baskin, is a citizen and resident of Richland County, South Carolina.

2. The Defendant, William B. Walkup, is a citizen and resident of Richland County, South Carolina.

3. This case seeks the removal of a trustee pursuant to SC Code Ann. § 62-7-201(a)(4) and, therefore, this Court has exclusive jurisdiction over the matters set forth herein.

4. The Plaintiff is a severely handicapped person, long-suffering with the debilitating illness cerebral palsy.

5. While the Plaintiff suffers from her severe physical disability, her mind is clear and she is capable of making decisions for herself.

6. The Defendant was named as the Trustee of a Trust established by the Plaintiff's father, Eldridge Baskin, by Mr. Baskin's Will dated September 10, 1990. A copy of the Will and trust instrument is attached as **Exhibit A** and incorporated herein.

7. Article III of Mr. Baskin's Last Will and Testament provides in pertinent part as follows:

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 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.

Emphasis added.

8. Mr. Baskin named the Defendant as the Trustee of the Trust established for the benefit of the Plaintiff.

9. Mr. Baskin subsequently passed away, leaving a substantial trust corpus for the benefit of his daughter, the Plaintiff.

10. The remainder beneficiaries of the Eldridge Baskin Trust for the benefit of Jane E. Baskin, the Plaintiff, are relatives of the Defendant.

11. Throughout the existence of the Trust, the Defendant has refused to provide adequately for the Plaintiff's ongoing needs.

FOR A FIRST CAUSE OF ACTION
(Removal of Trustee)

12. The above allegations are hereby realleged as if stated herein verbatim.

13. This Court is vested with the authority to remove a trustee by SC Code Ann. § 62-7-706, upon the request of a beneficiary, if the Court finds that the trustee has committed a serious breach of trust, has persistently failed to administer the trust effectively, or removal is requested by all qualified beneficiaries. SC Code Ann. § 62-7-706(b)(1), (3) and (4).

14. The Trustee has committed a serious breach of trust in one or more of the following ways:

a. By failing to keep the beneficiaries informed of the administration of the trust or to comply with the Plaintiff's request for information as required by SC Code Ann § 627-813;

b. By failing to send an annual written report of the trust property with information necessary to allow the Plaintiff to protect her interests;

c. By 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;

d. In an act of self-dealing, by moving the Plaintiff out of her home against the Plaintiff's wishes or best interest, and into an apartment which Defendant owns or co-owns, benefitting him;

e. By thereafter starting eviction proceedings to have her removed from the apartment he put her in;

f. By refusing to insure the Plaintiff's home and allowing it to fall into disrepair, causing a non-trust asset owned by the Plaintiff to waste; and

g. By paying himself rent for the apartment into which he moved the Plaintiff and a few other expenses, but giving the Plaintiff no other income from the Trust.

15. Plaintiff's sole income is $475 in Social Security benefits and a $381 annuity resulting from her Father's long service with the United States Internal Revenue Service.

16. In addition to the foregoing, the Trustee has failed and refused to pay for adequate caregivers who are able to provide the Plaintiff with the care she needs, given her disabilities. For example, the Defendant has hired caregivers who are not appropriately trained to help the Plaintiff with whom Defendant has pre-existing business relationships. In addition, the Defendant has failed and refused to pay one of the Plaintiff's primary caregivers, Michele Moseley, even though Ms. Moseley provides care for the Plaintiff daily, every day of the week.

17. Instead of acting as Trustee, the Trustee has taken it upon himself to act as the Plaintiff's unappointed Guardian, controlling the Plaintiff by requiring her to beg for the payment of certain everyday needs, and only after she justifies them. Similarly, the Trustee required her to move from her house into an apartment he owns, against her will.

18. Defendant has attempted to control the Plaintiff by threatening to take her beloved dog from her on a number of occasions.

19. Defendant has assaulted the Defendant, causing her physical and emotional harm, and physically taken her, against her will, to be evaluated at the Jenni Lynn facility.

The Plaintiff is the sole qualified beneficiary of the Trust and requests that the Defendant be removed as Trustee and a new Trustee appointed.

20. The Plaintiff is entitled to the removal of the Trustee pursuant to SC Code Ann. § 62-7-706(d)(1), (3), or (4), or any combination thereof.

21. Pursuant to SC Code Ann. 62-7-706(c), the Plaintiff is entitled to and hereby requests that the Trustee be removed or suspended as Trustee, *pendente lite;* that a special fiduciary be appointed to take possession of the Trust property and administer the Trust, providing adequately for the Plaintiff; and the Trustee be ordered to account for the

Trust, including the compensation he may have received throughout the life of the Trust, all pursuant to SC Code Ann. § 62-7-1001(b), and to order any other appropriate relief that the Court may deem just and proper, pursuant to SC Code Ann. § 62-7-1001(d)(10).

FOR A SECOND CAUSE OF ACTION
(Accounting)

22. The above allegations are hereby realleged as if stated herein verbatim.

23. Throughout the life of the Trust, the Trustee has failed and refused to properly account for the Trust property, income, debts and expenses, including the Defendant's expenses paid by the Trust. The Plaintiff is entitled to a full accounting of all Trust property, including income, expenses, assets and liabilities and hereby demands such an accounting.

NOW, WHEREFORE, having fully complained of the Defendant herein, the Plaintiff hereby requests the removal of the Trustee, *pendente lite* and permanently; for a full accounting of the Trust; and for such other and further relief as the Court may deem just and proper.

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) 404-6901
Email: RickDetwiler@CallisonTighe.com
ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

July 16, 2020

EXHIBIT A

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

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 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 deems 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 raze 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 advisors, 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.

VI

I hereby nominate, constitute and appoint as personal representative and trustee of this my Last Will and Testament William B. 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 Benjamin 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

Benjamin 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.

Benjamin B. Boyd
Notary Public for South Carolina
My commission expires: 6/26/98

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
vs.	)	
	)	**ANSWER**
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

FILED
2020 AUG 26 A 10:23
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

Defendant William B. Walkup ("Defendant" or "Walkup") hereby answers the Complaint ("Complaint") in this action and denies each and every allegation thereof not hereinafter specifically admitted, qualified, or explained, and further alleges as follows:

FOR A FIRST DEFENSE

1. Defendant admits the allegations of paragraph 1 of the Complaint.

2. Defendant admits the allegations of paragraph 2 of the Complaint.

3. Paragraph 3 of the Complaint contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the same and demands strict proof thereof.

4. Defendant admits the allegations of paragraph 4 of the Complaint.

5. Responding to paragraph 5 of the Complaint, Defendant admits that Plaintiff Jane E. Baskin ("Plaintiff" or "Baskin") suffers from a severe physical disability, but denies that Plaintiff's mind is clear and that she is capable of making decisions for herself.

6. Responding to paragraph 6 of the Complaint, Defendant craves references to the referenced will and trust instrument, and to the extent the allegations of paragraph 6 of the Complaint are inconsistent with said documents, Defendant denies the same and demands strict proof thereof.

7. Responding to paragraph 7 of the Complaint, Defendant craves references to the referenced will and trust instrument, and to the extent the allegations of paragraph 7 of the Complaint are inconsistent with said documents, Defendant denies the same and demands strict proof thereof.

8. Defendant admits the allegations of paragraph 8 of the Complaint.

9. Responding to paragraph 9 of the Complaint, Defendant admits that Mr. Baskin passed away and that a trust corpus was left for Plaintiff. Defendant denies the remaining allegations of paragraph 9 of the Complaint.

10. Defendant denies the allegations of paragraph 10 as stated. To the extent there is any relation, Mr. Eldridge Baskin's heirs may be distant cousins of Defendant's mother, upon information and belief.

11. Defendant denies the allegations of paragraph 11 of Complaint.

12. Paragraph 12 of the Complaint incorporates prior paragraphs. To the extent a response is required, Defendant reincorporates his responses to prior paragraphs.

13. The allegations of paragraph 13 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Defendant craves references to the cited statute and relevant case law and other statutes, and to the extent the allegations of paragraph 13 are inconsistent with said statute, relevant case law, and other pertinent statutes, Defendant denies the same and demands strict proof thereof.

14. Defendant denies the allegations of paragraph 14 and all of its subparts of the Complaint.

15. Defendant denies allegations of paragraph 15 of the Complaint.

16. Defendant denies the allegations of paragraph 16 of the Complaint.

17. Defendant denies the allegations of paragraph 17 of the Complaint.

18. Defendant denies the allegations of paragraph 18 of the Complaint.

19. Defendant denies the allegations of paragraph 19 of the Complaint. Defendant construes the second paragraph under the number 19, but above the number 20, to be part of paragraph 19. This second paragraph under number 19 is also denied.

20. Defendant denies the allegations of paragraph 20 of the Complaint.

21. Defendant denies the allegations of paragraph 21 of the Complaint.

22. Paragraph 22 of the Complaint incorporates prior paragraphs. To the extent a response is required, Defendant reincorporates his responses to prior paragraphs.

23. Defendant denies the allegations of paragraph 23 of the Complaint.

FOR A SECOND DEFENSE

24. Plaintiff fails to state a cause of action for which relief can be granted.

FOR A THIRD DEFENSE

25. Defendant pleads the prudent investor rule, and at all times acted in reasonable reliance on the provisions of the trust. *See* S.C. Code Ann § 62-7-933.

WHEREFORE, having fully answered the Complaint, William B. Walkup prays that this matter be dismissed, with costs, and for such other and further relief as is just and proper.

SOWELL & DuRANT, LLC

By: _____

Thornwell F. Sowell III, SC Bar No. 5197
Bess J. DuRant, SC Bar No. 77920
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(803) 722-1100
bsowell@sowelldurant.com
bdurant@sowelldurant.com

Attorneys for Defendant William B. Walkup

Columbia, South Carolina
August 25, 2020

CERTIFICATE OF SERVICE

I, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Defendant William B. Walkup,* do hereby certify that I have served all counsel in this action with a copy of the documents specified below by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Documents: Defendant's Answer to Complaint

Counsel Served: Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Attorneys for Plaintiff

Amy A. Kelly

August 25, 2020

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
vs.	)	
	)	**AMENDED ANSWER AND COUNTERCLAIM**
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

Defendant William B. Walkup ("Defendant" or "Walkup") hereby amends his answer to the Complaint ("Complaint") and asserts a counterclaim for attorney's fees and costs in this action and denies each and every allegation thereof not hereinafter specifically admitted, qualified, or explained, and further alleges as follows:

FOR A FIRST DEFENSE

1. Defendant admits the allegations of paragraph 1 of the Complaint.

2. Defendant admits the allegations of paragraph 2 of the Complaint.

3. Paragraph 3 of the Complaint contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the same and demands strict proof thereof.

4. Defendant admits the allegations of paragraph 4 of the Complaint.

5. Responding to paragraph 5 of the Complaint, Defendant admits that Plaintiff Jane E. Baskin ("Plaintiff" or "Baskin") suffers from a severe physical disability, but denies that Plaintiff's mind is clear and that she is capable of making decisions for herself.

6. Responding to paragraph 6 of the Complaint, Defendant craves references to the referenced will and trust instrument, and to the extent the allegations of paragraph 6 of the Complaint are inconsistent with said documents, Defendant denies the same and demands strict

proof thereof.

7. Responding to paragraph 7 of the Complaint, Defendant craves references to the referenced will and trust instrument, and to the extent the allegations of paragraph 7 of the Complaint are inconsistent with said documents, Defendant denies the same and demands strict proof thereof.

8. Defendant admits the allegations of paragraph 8 of the Complaint.

9. Responding to paragraph 9 of the Complaint, Defendant admits that Mr. Baskin passed away and that a trust corpus was left for Plaintiff. Defendant denies the remaining allegations of paragraph 9 of the Complaint.

10. Defendant denies the allegations of paragraph 10 as stated. To the extent there is any relation, Mr. Eldridge Baskin's heirs may be distant cousins of Defendant's mother, upon information and belief.

11. Defendant denies the allegations of paragraph 11 of Complaint.

12. Paragraph 12 of the Complaint incorporates prior paragraphs. To the extent a response is required, Defendant reincorporates his responses to prior paragraphs.

13. The allegations of paragraph 13 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Defendant craves references to the cited statute and relevant case law and other statutes, and to the extent the allegations of paragraph 13 are inconsistent with said statute, relevant case law, and other pertinent statutes, Defendant denies the same and demands strict proof thereof.

14. Defendant denies the allegations of paragraph 14 and all of its subparts of the Complaint.

15. Defendant denies allegations of paragraph 15 of the Complaint.

16. Defendant denies the allegations of paragraph 16 of the Complaint.

17. Defendant denies the allegations of paragraph 17 of the Complaint.

18. Defendant denies the allegations of paragraph 18 of the Complaint.

19. Defendant denies the allegations of paragraph 19 of the Complaint. Defendant construes the second paragraph under the number 19, but above the number 20, to be part of paragraph 19. This second paragraph under number 19 is also denied.

20. Defendant denies the allegations of paragraph 20 of the Complaint.

21. Defendant denies the allegations of paragraph 21 of the Complaint.

22. Paragraph 22 of the Complaint incorporates prior paragraphs. To the extent a response is required, Defendant reincorporates his responses to prior paragraphs.

23. Defendant denies the allegations of paragraph 23 of the Complaint.

FOR A SECOND DEFENSE

24. Plaintiff fails to state a cause of action for which relief can be granted.

FOR A THIRD DEFENSE

25. Defendant pleads the prudent investor rule, and at all times acted in reasonable reliance on the provisions of the trust. *See* S.C. Code Ann § 62-7-933.

FOR A FOURTH DEFENSE

26. Defendant pleads the applicable statute of limitations.

FOR A FIFTH DEFENSE

27. Defendant pleads S.C. Code Ann. § 62-7-1005. All claims for breach of trust fail because this Complaint was brought more than one year after the date Plaintiff and her representative were sent a report that adequately disclosed the existence of a potential claim for breach of trust, which is expressly denied.

FOR A SIXTH DEFENSE

28. Defendant pleads waiver and all other available equitable defenses.

FOR A SEVENTH DEFENSE

29. Defendant pleads estoppel.

FOR AN EIGHTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Attorney's Fees and Costs)

30. Defendant incorporates all allegations previously stated into this defense and counterclaim.

31. Defendant seeks attorney's fees and costs as allowed under section 62-7-1004 of the South Carolina Code of Laws and any other available source for attorney's fees and costs.

WHEREFORE, having fully answered the Complaint, William B. Walkup prays that this matter be dismissed, for an award of his attorney's fees and costs, and for such other and further relief as is just and proper.

SOWELL & DuRANT, LLC

By: _____

Thornwell F. Sowell III, SC Bar No. 5197
Bess J. DuRant, SC Bar No. 77920
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bdurant@sowelldurant.com

Attorneys for Defendant William B. Walkup

Columbia, South Carolina
November __, 2020

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, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Defendant William B. Walkup*, do hereby certify that I have served all counsel in this action with a copy of the documents specified below by mailing a copy of the same by emailing and sending by United States Mail, postage prepaid, to the following addresses:

Documents: Defendant's Motion to Amend Answer

Counsel Served: Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Attorneys for Plaintiff

Amy A. Kelly

November 24, 2020

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	**NOTICE OF MOTION AND**
vs.	)	**MOTION FOR SUMMARY JUDGMENT**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

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

PLEASE TAKE NOTICE that ten (10) days after the service hereof, or as soon thereafter as counsel may be heard, the Plaintiff in the above matter, Jane E. Baskin (hereinafter referred to as "Plaintiff"), will move before this Honorable Court for an Order granting summary judgment, ordering (1) the removal of the Trustee, (2) a full accounting by the Trustee, (3) the appointment of a successor Trustee, and (4) for an award of attorneys' fees to the Plaintiff.

The grounds for this Motion are that there are no genuine issues of material facts and the Plaintiff is entitled to judgment as a matter of law, as more fully set forth below.

STATEMENT OF THE CASE

This is a dispute between the qualified beneficiary of the Eldridge Baskin Trust and its Trustee. The Trust is a testamentary trust established by the Last Will & Testament of Eldridge Baskin for the benefit of his daughter, the Plaintiff Jane E. Baskin. The Will named the Defendant William B. Walkup as trustee. Ms. Baskin is a physically handicapped individual suffering from cerebral palsy. She is 74 years old. She seeks the

removal of the trustee because he has failed to follow the terms and intended purpose of the Trust by failing to provide for her needs and has failed to provide regular accountings of the Trust to her as required by law.

SUMMARY JUDGMENT STANDARD

Rule 56 of the South Carolina Rules of Civil Procedure provides in pertinent part as follows:

> (a) For Claimant. A party seeking to recover upon a claim, counterclaim, or cross-claim or to obtain a declaratory judgment may, at any time after the expiration of 30 days from the commencement of the action or after service of a motion for summary judgment by the adverse party, move with or without supporting affidavits for a summary judgment in his favor upon all or any part thereof.
>
> (b) Motions and Proceedings Thereon. The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party may serve opposing affidavits not later than two days before the hearing. **The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.** A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to the amount of damages.

SCRCP, Rule 56 (emphasis added).

Summary judgment is appropriate when there is no genuine issue of material fact such that the moving party must prevail as a matter of law. Rule 56(c), SCRCP. When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party. *Summer v. Carpenter*, 328 S.C. 36, 492 S.E.2d 55 (1997). *Fleming v. Rose, 350 S.C. 488, 493-494, 567 S.E.2d 857, 860, (2002).*

A party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact. Once the moving party carries its initial burden, the opposing party must come forward with specific facts that show there is a genuine issue of fact remaining for trial. "...[A]n adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him." Rule 56(e), SCRCP.

BACKGROUND FACTS

The undisputable, material facts about which there is no genuine issue are as follows:

1. The Plaintiff is a handicapped person, long-suffering with the debilitating illness cerebral palsy. Complaint ¶4; Report of Guardian *ad litem*, Michelle Nunn, attached as **Exhibit A**.

2. While the Plaintiff suffers from her physical disability, she asserts that her mind is clear and she is capable of making decisions for herself and there is no competent evidence to the contrary. Complaint ¶5; Report of Guardian *ad litem*, Michelle Nunn.

3. The Defendant was named as the Trustee of a Trust established by the Plaintiff's father, Eldridge Baskin, by his Will dated September 10, 1990. See Exhibit A to Complaint.

4. The Will left a home and three other pieces of real property as well as household personal property, to the Plaintiff. The rest and residue was left in trust for her benefit. Article III of Mr. Baskin's Last Will and Testament provides in pertinent part as follows:

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 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.

Emphasis added.

5. The Trustee and/or his relatives are the remainder beneficiaries under paragraph 3 of Article III of the Will.

6. At the date of Mr. Baskin's passing, the trust corpus had a value of approximately $175,000, $40,000 of which was a rental home. Since that time, the Trust has grown to a value of about $575,000, according to the Trustee's representations to the Court.

7. Plaintiff's sole income is about $475 in Social Security benefits and a $381 annuity resulting from her Father's long service with the United States Internal Revenue Service. The annuity is not trust property, but the Trustee receives that money, places it in the trust account and disburses it out to the Plaintiff, treating it as a trust disbursement. Deposition of William B. Walkup taken on November 17, 2020, at 101/8-104/23.

8. In the thirty (30) years the Trustee has controlled the trust he has provided three accountings, and in each instance only after the Plaintiff hired a lawyer to obtain them. Walkup Dep. 27/13-29/15; 160/22-161/9. Walkup & Associates produced accountings of certain Trust assets and "sent" them to Mr. Walkup, as Trustee, but those were never sent to Ms. Baskin. Dep. 164/14-165/16. The third and last "accounting" was provided only after this Court ordered the disclosures, but what was received were several tax returns, check ledgers, a "balance sheet," and the like. See DuRant letter of October 12, 2020 to the Court with enclosures. Walkup testified 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." Walkup Dep. 171/10-17. Walkup admitted that he did not provide such information to Ms. Baskin. Walkup Dep. 171/18-172/14.

9. In his deposition of November 17, 2020, Mr. Walkup testified further that:

(a) He is 80 years old. Walkup Dep. 6/14-6/15.

(b) He has never been the trustee for someone with significant physical disabilities like Jane Baskin. Walkup Dep. 25/22-26/2.

(c) He has never done any investigation into what the Plaintiff's 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 the Plaintiff's needs. Walkup Dep. 81/24-82/25; 83/19-84/24.

(d) He has not spoken to Jane Baskin in 2½ years. Walkup Dep. 55/7-8.

(e) He required Ms. Baskins to submit receipts for the purchase of her Depends undergarments, a requirement which he did not find demeaning in the least. Walkup Dep. 86/9-88/20.

(f) He believed over five years ago that Ms. Baskin needed 24/7 care, but refused to provide her anymore care than he is currently providing her, *i.e.*, forty-two (42) hours per week, unless she agreed to move into a nursing home. Walkup Dep. 109/6-110/15; 111/9-112/18.

(g) On or about February 17, 2017, Trustee assaulted Plaintiff by physically requiring her to stand up and taking her against her will to be evaluated by a nursing home, Jenny Lynn. Walkup Dep. 58/15-59/17. See also, Affidavit of Sheila Wolfe, dated May 30, 2017, **Exhibit B**.

(h) He does not recall anyone asking him to provide Ms. Baskins more help than the 42 hours the Trust is paying for, although he has been

aware that Michele Moseley has been providing care without pay. Walkup Dep. 113/2-115/14; 117/16-24.

(i) He did not provide regular accountings to the Plaintiff and only provided information on three occasions after Ms. Baskin hired a lawyer to ask for it. Walkup Dep. 27/13-29/15.

(j) 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, and even after that only provided the third such "accounting" after this suit was filed. Walkup Dep. 29/14-30/17.

(k) After testifying that he did not send Ms. Baskin an annual financial statement for her Trust because he did not know he had to, he then said he did not account to her because he did not think she would understand it. Walkup Dep. 71/15-72/1.

(l) He receives a trustee fee for managing the Trust, and invests the trust funds in partnerships in which he or his company has an equity interest from which he also receives a management fee. Walkup Dep. 76/9-76/10.

(m) Approximately 60%, or $310,000 of the Baskin Trust is invested in a fund called "Equity 95". Dep. 33/5-13. Walkup's company is a partner in the fund and also receives a fee for managing the fund. Walkup Dep. 32/5-17.

(n) Equity 95 Partnership is focused on growth not income. See Walkup Dep. 33/24-35/21; 37/10-24; 39/4-9. See also, Equity 95 2018 Audited Financial Statements, Note 1 ("The Partnership investment objective is to seek capital growth") provided by Ms. DuRant to the Court by letter of October 12, 2020.

(o) The Baskin Trust earns gross (not net) income of about $12,000 to $14,000 per year on $575,000, or about 2% to 2.4% per year, before expenses. Walkup Dep. 45/14-25. Mr. Walkup takes a fee of $4,000 per year for managing the trust, plus an additional .9% for managing Equity 95 and an ETrade account where Trust money is invested. Walkup Dep.16/19-25; 36/20-23; 76/9-14; 168/1-13.

(p) Walkup receives money each month from an annuity left to Ms. Baskin by her father, a non-trust asset. He previously kept it and spent it on her care. He now receives it and then disperses it to her.

He also received funds from the sale of some of her inherited, non-trust property, which he also used for her care, "to allow the trust . . . to grow to meet her future needs" . . . instead of allowing Ms. Baskin to decide how to spend her own money. Walkup Dep. 101/8-104/23.

(q) Walkup was unfamiliar with the South Carolina Trust Code, never read it. Walkup Dep. 26/11-27/15.

(r) Walkup had no idea what the South Carolina Uniform Principal and Income Act was. Walkup Dep. 77/9-11.

(s) Walkup was unfamiliar with what a Unitrust was and was unfamiliar with a trustee's power to convert an income trust to a total return trust. Dep. 77/12-17.

(t) Walkup testified that he did not believe Ms. Baskin was capable of understanding a profit and loss statement, a tax return or a financial statement unless it was put in simple terms. Walkup Dep. 176/14-20. She could however understand with professional help, yet in the thirty (30) years since talking over the trust he never took the time to walk her through where the trust stood, what he had done with the trust funds, or anything about the administration of the trust. Walkup Dep. 177/1-25.

DISCUSSION

Plaintiff is entitled to judgment as a matter of law on several grounds. First, the Plaintiff contends that the Trustee has failed to account to her for the Trust, as required by South Carolina Code Ann. §62-7-813(b)(2) and (4) and (C)(1)(B). She also contends that the Trustee has demonstrated an unfitness, unwillingness and a persistent failure to administer the Trust effectively and her best interests are served by the Trustee's removal, pursuant to South Carolina Code § 62-7-706(b)(3) she also contends that throughout the existence of the Trust, the Defendant has refused to make distributions to the Plaintiff adequate to provide for the Plaintiff's ongoing needs. In the meantime, while

her needs grow, so does the Trust corpus, yet the Trustee gives her only what he wants to give her without regard to her needs.

The Plaintiff also asserts, and the undisputed facts set forth above prove, that the Defendant Trustee has committed serious breaches of trust, requiring his removal pursuant to South Carolina Code Ann. §67-7-706(b)(1).

Finally, Defendant assaulted the Plaintiff, causing her physical and emotional harm, physically taking her, against her will, to be "evaluated" at the Jenni Lynn assisted living facility. That matter is the subject of a separate lawsuit alleging the assault and battery of Plaintiff by the Defendant. See, **Exhibit B**, Amended Complaint. See, also, Affidavit of Sheila Wolfe, an eye-witness to the assault, attached as **Exhibit C**.

DISCUSSION

South Carolina Code Ann. § 62-7-201 provides for the exclusive, broad oversight of the Probate Court over trusts, including the appointment or removal of a trustee. This Court is vested with the authority to remove a trustee by South Carolina Code Ann. § 62-7-706, which provides in pertinent part:

> **Removal of Trustee.**
>
> **(a)** For the reasons set forth in subsection (b), the settlor, a cotrustee, or a beneficiary may request the court to remove a trustee, or a trustee may be removed by the court on its own initiative.
>
> **(b)** The court may remove a trustee if:
>
> **(1)** the trustee has committed a serious breach of trust;
>
> **(2)** lack of cooperation among cotrustees 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 cotrustee or successor trustee is available.***

(c) Pending a final decision on a request to remove a trustee, or in lieu of or in addition to removing a trustee, the court may order such appropriate relief under Section 62-7-1001(b) as may be necessary to protect the trust property or the interests of the beneficiaries.

Furthermore, South Carolina Code Ann. §. 62-7-813 provides in part as follows:

Duty to inform and report.

(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***:

* * *

(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;

(3) upon the reasonable written request of a beneficiary, other than a qualified beneficiary, unless unreasonable under the circumstances, provide to the beneficiary a copy of the trust instrument redacted to include only those provisions of the trust that are relevant to the beneficiary's interest in the trust, as the trustee determines and, unless unreasonable under the circumstances, respond to a beneficiary's written request for information related to the administration of the trust;

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

(5) notwithstanding any of the above, not be required to notify any beneficiary in advance of transactions relating to the trust property.

(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 best support for the Plaintiff's Motion for Summary Judgment comes from the Deposition testimony of the Defendant, William B. Walkup. Mr. Walkup admits that he has not provided regular accountings to the Plaintiff. He has provided financial information on the Trust only when Ms. Baskin hired lawyers to ask for it. This admission alone is enough for his removal under South Carolina Code Ann. § 62-7-706 and § 62-7-813, which makes mandatory his duty to inform and report regularly in a manner which allows for the distributees to be "reasonably informed about the administration of the trust

and the material facts for them to protect their interest." Mr. Walkup even admitted that to accomplish this requirement of § 62-7-813, the beneficiary should be provided "financial statements and annual reports." Dep. 171/10-17. Mr. Walkup admitted that he never provided such information to Ms. Baskin, except when lawyers demanded it on her behalf. Dep. 171/18-172/14. The Court need not make any further inquiry into the Trustee's acts. He should be removed on this basis alone.

Beyond Mr. Walkup's failure to regularly account to the Plaintiff for the Trust, he has demonstrated an abject unfitness, unwillingness and persistent failure to administer the Trust effectively, allowing for his removal pursuant to South Carolina Code Ann. § 62-7-706(b)(3). Mr. Walkup testified that he has not talked to or even seen Jane Baskin in two and a half years. He has never made any investigation into her needs, never hired a professional to assess those needs, has no experience in caring for someone with cerebral palsy and is not professionally qualified to assess the Plaintiff's needs. Dep. 81/24-82/25; 83/9-84/24. Mr. Walkup recognized the Plaintiff's need for additional care even before he moved her from her home on Summerlea Drive to an apartment that he owned, yet consciously failed over the last five (5) years to provide her with that higher level of care she needs. Walkup Dep. 110/8-13. Walkup has demonstrated a complete lack of respect for the Plaintiff whatsoever so demonstrated by the fact that he says that a reason he did not send trust accountings to her was because she could not understand them, and his requiring Ms. Baskin to submit receipts for the purchase of her Depends undergarments which he did not find demeaning at all. It is hard to imagine a more

obvious case of a trustee's unfitness, unwillingness or persistent failure of the trustee to administer a trust effectively.

Finally, while the Trustee boasts of his growing the Trust from $175,000 to $575,000 over the thirty years he has been in charge, that fact becomes overshadowed by the Trustee's self-dealing and conflicts of interest. He pays himself fees for managing a Trust which invests in partnerships from which he also extracts management fees and invests his own funds in. He moved Ms. Baskin into an apartment he owns, out of the house she preferred to live in, paying himself rent over the last five years. And while boasting of the geometric growth of the Trust, he does not boast that it only throws off income of about two percent (2%) per year before expenses (*i.e.,* his fees). It cannot be ignored that the terms of the Trust require him to pay all of the income of the Trust to or for the benefit of the Plaintiff. By investing in "growth" funds, rather than "income" producing funds, he is able to control the money he doles out to the Plaintiff.

For the reasons set forth above, the Trustee should be removed.

The Plaintiff also seeks the recovery of all of her attorneys' fees for having to bring this action, seek an accounting and have the Trustee removed. It must be noted that every step of the way, the Trustee has fully litigated these issues, despite his obvious failures as the Trustee as set forth above. The Trustee's counsel subjected the Plaintiff, suffering from cerebral palsy to three and one-half hours of deposition questions. She took that deposition of the Plaintiff's lawyer, Alex Weatherly, for nearly five hours. She took the deposition (videotaped) of Ms. Baskin's attorney-in-fact and caregiver, Michele Moseley, on the theory that Ms. Moseley was undue influencing the Plaintiff, an allegation

that does not exist in the pleadings. That deposition took five hours. The Trustee's counsel has noticed depositions of the Plaintiff's physicians, sent subpoenas to the Plaintiff's physicians, filed unnecessary Motions to Compel and otherwise litigated this case like a pock of New York lawyers. As a result, the Plaintiff's legal fees have been unnecessarily high and, frankly, just unnecessary. This Court has the power to award attorneys' fees in this case and the Plaintiff respectfully request that all of her attorneys' fees and costs be assessed to the Defendant, individually.

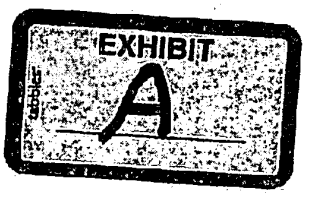
Respectfully submitted.

Richard C. Detwiler
By: [signature] SC Bar # 7993

Richard C. Detwiler (S.C. Bar No. 6473)
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ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

December 3, 2020



Senior Matters

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
2. 10/28/20: Jenny Vega (paid caregiver)
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 a 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 a has 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

3710 Landmark Drive • Suite 109 • Columbia, SC 29204
Ph: 803.779.1181 • Fax: 803.779.6499 • www.seniormatters.com

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 rollater 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.

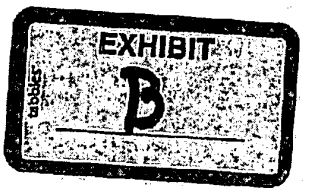
Ms. Baskin is a capable woman with a strong desire to improve her quality of life. She is an independent thinker but she recognizes the need for and value of non-conflicted professionals who communicate openly and honestly, with a true sense of partnership.

Submitted, with Respect,

Michelle Nunn

Michelle Nunn – Guardian Ad Litem

Senior Matters



STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, Sheila Wolfe, who, first being duly sworn, deposes and says as follows:

1. On February 17, 2017, Mr. Walkup called me to let me know that he wanted to have Jane assessed at Jenny Lynn and not to say anything to Jane, but we would probably have to force her to get in the vehicle to go be assessed.

2. I told him I would not help him force her to do anything. He said, I guess I will have to get someone else who can help me. I said, I guess you will.

   He asked if I could have her ready. I said I was in the middle of getting her ready then. He said, well don't tell her where we are going.

3. I called Alex Weatherly, Jane's attorney, who said she did not have to go.

4. When Mr. Walkup arrived, Jane told him repeatedly she did not want to go to Jenny Lynn.

5. Mr. Walkup yelled back, "oh you're going, you're going and you're going to be getting out of here."

6. Mr. Walkup told Jane that the neighbors are complaining about the foul odor.

7. Jane started screaming and crying.

8. Mr. Walkup yelled at her, "get up...I want to see how you walk."

9. I told him that she could not walk because her foot was injured.

10. He made her get up anyway. He grabbed her arm and tried to force her to get up.

11. She said, "get your hands off me." Her dog was trying to fight him while he was trying to force her to get up.

12. Jane asked, "why are you doing this to me? Why are you doing this to me?"

13. He said, "I'm not doing anything to you. I'm doing what's in your best interest."

14. Jane said, "you told me even if I was in a wheel chair, I could stay here and be on my own and you would get someone to take care of me and I wouldn't have to go in a nursing home."

15. He said, "Jane, I never told you that." Jane said, "yes you did."

16. He kept forcing her to try to walk and her leg started trembling because of the injured foot.

17. I told Mr. Walkup, "Jane needs to sit down."

18. Mr. Walkup yelled, "No I want her to walk."

19. I told Jane, "you need to sit down."

20. He said, "no I want her to walk."

21. I told him, "are you going to pick her up when she falls?"

22. Then I said, "Jane, sit down on the walker."

23. She sat down and then I pushed her back on the chair.

24. I got her to calm down and I encouraged her to go with him.

25. She said she didn't want to go and then he kept pulling on her and she screamed, "stop, stop, you're hurting me."

26. He said, "I'm not hurting you."

27. I said, "Mr. Walkup, just please stop and let me talk to Jane."

28. So I talked with her and explained that she would be coming back here. I had her sit on the walker and I pushed her out to the vehicle.

29. He did not want me to ride with him and Jane but to follow them. I later learned that he verbally abused her the whole way, telling her that if she did not go to the home he would put her out on the side of the road.

30. He told Jane, "I don't care what you say or what you do."

31. After he returned her to the apartment, he kept the walker away from her so she could not get up.

32. He would not take her to the doctor to have her foot looked at or get her anything to eat.

33. I told her I would get her neighbor to warm up something I left for her.

34. Her foot turned purple after he tried to make her walk when her foot was hurt, and her arm from where he grabbed her was bruised and purple.

35. Later when we discovered the bruise on her arm, where she was still in pain, we arranged to have her taken to the doctor. The doctor asked her why she waited so long to come to see him, and Jane replied, "I am afraid of Bill Walkup."

Sheila Wolfe

SWORN to before me this
30 day of May, 2017.

Notary Public for South Carolina (L.S.)
My Commission Expires: 12/8/2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF PROBATE COURT
	)	
COUNTY OF RICHLAND	)	FILED 2020 DEC 18 P 12:44 AMY W. McCULLOCH PROBATE JUDGE RICHLAND COUNTY, S.C.
Jane E. Baskin,	)	Civil Action No. 2020-GC-40-72
Plaintiff,	)	
v.	)	
William B. Walkup	)	**DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**
Defendant.	)	

Defendant William B. Walkup ("Defendant" or "Walkup") hereby moves pursuant to Rule 56 of the South Carolina Rules of Civil Procedure for an Order granting summary judgment in his favor in this above-captioned matter. Plaintiff Jane E. Baskin ("Plaintiff" or "Baskin") asserts two causes of action in her Complaint, which are styled as "Removal of Trustee" and "Accounting." Walkup has already provided Baskin with an accounting of her trust; therefore, this cause of action is moot. With respect to the cause of action for "Removal of Trustee," there are no genuine issues of material fact, and Defendant is entitled to judgment as a matter of law. The grounds for this motion are as follows:

1. Baskin's claim of Walkup's (a) alleged failure to keep her informed of the administration of the trust, (b) alleged failure to comply with her request for information, (c) alleged failure to send an annual written report of the trust property with information necessary to allow Baskin to protect her interests, and (d) failure to provide copies of the Trust's Fiduciary Income Tax Returns, bank or brokerage statements, or an informal list of assets, the market value of those assets, the liabilities, the receipts and disbursements (Compl. ¶14(a) – (c)) all fail, as a

matter of law, because these statutory requirements were not imposed on Walkup as the Trust was created well-before the creation of the Trust Code. All of these claims are brought pursuant to section 62-7-813 of the South Carolina Code, which specifically states it applies to an "irrevocable trust created on or after the effective date of this article, or of 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[.]" S.C. Code Ann. §62-7-813(b), (c). The present version of the article became effective on January 1, 2014, and the first version was enacted in 2005. *See* S.C. Code Ann. § 62-7-101. The trust at issue became irrevocable in 1990 when the settlor died. Thus, this irrevocable trust was not created on or after the effective date of this article (January 1, 2014), and therefore, section 62-7-813 has no application to the present matter.

2. Walkup has not engaged in any actions or omissions which may provide grounds for his removal as trustee. Under section 62-7-706(b), a court may remove a trustee if:

> (1) the trustee has committed a serious breach of trust;
>
> (2) lack of cooperation among cotrustees substantially impairs the administration of the trust;
>
> (3) because of unfitness, unwillingness, or persistent failure of the trust to administer the trust effectively, the court determines that the 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 cotrustee or successor trustee is available.

Here, Baskin complains that Walkup should be removed pursuant to subsections (1), (3), and (4). However, the record does not support any such conclusion.

First, Walkup has not committed any "serious breach of trust" which is defined under the Trust Code as "either: a single act that causes significant harm or involves flagrant misconduct, or

a series of small breaches, none of which individually justify removal when considered alone, but which do so when considered together." S.C. Code Ann. § 62-7-103(24). There has been no act that causes significant harm or involves flagrant misconduct. Additionally, there have been no breaches, let alone, "series of small breaches" that when considered together constitute a "serious breach of trust." Baskin's complaint that she does not receive every item she requests is insufficient to remove Walkup as trustee because "[f]riction between the trustee and beneficiary is ordinarily not a basis for removal." S.C. Code Ann. § 62-7-706 cmt. Friction is built into the trustee-beneficiary relationship as the trustee holds the money that the beneficiary wants; otherwise, the settlor would simply give the money to the beneficiary outright.

Next, there is no "unfitness, unwillingness, or persistent failure of the trustee to administer the trust effectively[.]" *See* S.C. Code Ann. § 62-7-706(b)(3). There is no evidence to the contrary, nor could there be as Walkup's administration of the Trust is laudable. *See* Affidavit of Julian Walker attached and incorporated herein as **Exhibit A**. Moreover, the removal of Trustee Walkup does not "best serve[] the interests of the beneficiary." S.C. Code Ann. § 62-7-706(b)(3), (4). As noted in the comments to section 62-7-706, the "term 'interests of the beneficiaries' means the beneficial interests as provided in the terms of the trust, not as defined by the beneficiaries." *See* Affidavit of Anne Webster attached and incorporated herein as **Exhibit B** and Affidavit of Kathy Parr attached and incorporated herein as **Exhibit C**. With respect to the trust's enunciated beneficial interests, the Last Will and Testament of Eldridge Baskin, which includes the trust, states 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. 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.

(Art III, Last Will and Testament.) Surely, Eldridge Baskin's interpretation of "well being" would not include Baskin's living destitute. If she were to receive 24/7 care at her house, her monthly budget would be $14,580.00 *See* Affidavit of William B. Walkup, attached and incorporated herein as **Exhibit D.** At the age of 74, Baskin has a life expectancy of 13.64 years. S.C. Code Ann. § 19-1-150. The net value of the trust corpus is approximately $510,000. Ex. D. If the current projected net value of the assets collect a rate of 3% per year, the funds will run out in 37 months, which is significantly shorter than her life expectancy. Ex. D. It is fair to say that Mr. Baskin would not want his daughter, living without any money. Walkup is doing whatever he can to keep Baskin from living without means. The record is replete with evidence that every action of Walkup with respect to Baskin and the trust is to provide for her well being. *See* Ex. D, Affidavit of William B. Walkup, and Ex. A, Affidavit of Julian Walker. There is no competent, credible evidence to the contrary.

Finally, the removal of the trustee is inconsistent with a material purpose of the trust and a suitable successor trustee is not available. *See* S.C. Code Ann. § 62-7-706(b)(4). Eldridge Baskin specifically chose Bill Walkup to be the trustee and did not offer any successor trustee. Baskin was already a successful investment advisor and friend of the family. If Eldridge Baskin wanted the possibility of a successor trustee to replace Walkup, he could have included one, but he did not, which in and of itself speaks volumes. A material purpose of the trust was to provide for the care of Jane Baskin, who had (and continues to have) cerebal palsy, a debilitating and degenerative disease. An extensive amount of money has been expended to take care of Baskin since 1990, and a substantial amount will be needed to take care of her, considering her life expectancy. The work to secure these kinds of funds is Walkup's daily job. *See* Affidavits of Kanipe, Spradlin, Lewis, and Moses, attached and incorporated herein as **Exhibits E, F, G, and H.** Moreover, no suitable

successor trustee is available to replace Walkup. Baskin's suggested successor trustee lives in Rockbridge, Virginia, which is approximately five hours from Columbia. His CV reports that he worked in banking, but it does not explain in what capacity. A residential loan officer at a bank has very differing duties than an investment banker. Baskin has not presented a suitable successor trustee.

3. Section 62-7-1005 of the South Carolina Code bars this action. It provides, in pertinent part that, "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." On October 6, 2018, Walkup's former counsel provided Baskin's counsel with a three year accounting beginning August 2015, 2016, 2017, and a partial of 2018. *See* October 6, 2018 letter from Ben Bruner to Alex Weatherly, without enclosures, attached and incorporated herein as **Exhibit I.**[1] These accountings disclosed all necessary financial information to determine if Baskin had any claim against Walkup. Moreover, these accountings were never challenged and were acceptable to Baskin. All claims relating to these years are barred by section 62-7-1005 as this Complaint was filed well-over the one year limit, which would have been on October 6, 2019.

4. Any claims against Walkup 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.

[1] A full copy of the October 6, 2018 letter, with the enclosures, was sent to the Court by Bess DuRant via letter on October 12, 2020. Walkup craves reference to the enclosures of the October 6, 2018 letter, but does not enclose them herein due to their voluminous size.

5. All claims against Walkup are barred under Section 62-7-1006 because he, at all times, acted in reasonable reliance on the terms of the trust, and therefore, cannot be liable to Baskin for any breach of trust, which is expressly denied. *See* S.C. Code Ann. § 62-7-1006 ("A trustee who acts in reasonable reliance on the terms of the trust as expressed in the trust instrument is not liable to a beneficiary for a breach of trust to the extent the breach resulted from the reliance."). The terms of the trust are clear and give Walkup substantial powers.

6. Attorney's fees and costs should be awarded to Walkup as he is the prevailing party and justice and equity require such an award. *See* S.C. Code Ann. § 62-7-1004 ("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.").

This motion is based upon the pleadings in this case, as well as case law, statutory law, and any documents, affidavits, deposition testimony, discovery responses, or memorandum of law which may be submitted prior to the hearing on this matter.

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 William B. Walkup

Columbia, South Carolina
December 15, 2020

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.	)	
	)	

FILED
2020 DEC 18 P 12:44
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

EXHIBIT A

Motion for Summary Judgment

Affidavit of Julian Walker, Jr.

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF**
	)	**JULIAN W. WALKER, JR.**
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

FILED
2020 DEC 18 P 12:44
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

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

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

Monica Lende

Printed Name: Monica Lende
Notary Public for State of South Carolina
My Commission Expires: 9/8/2025

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.	)	
	)	

FILED
2020 DEC 18 P 12:44
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

EXHIBIT B

Motion for Summary Judgment

Affidavit of Anne Webster

FILED

2020 DEC 18 P 12:44

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

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 FORSYTH	)	

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

Anne Webster

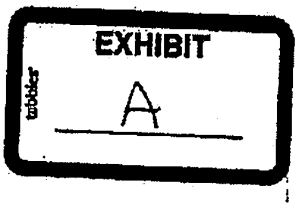
Sworn this 10 day of December, 2020

Lisa Everhart
Printed Name: Lisa Everhart
Notary Public for State of North Carolina
My Commission Expires: 4-20-24

LISA EVERHART NOTARY PUBLIC DAVIDSON COUNTY NC

On the advice of my attorney W. McNair Tornow I have had this affidavit notirized 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



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:aweb44atal@triad.rr.com]
Sent: Wednesday, March 08, 2017 6:12 PM
To: Bill@Walkup.biz; Alex Weatherly <AlexWeatherly@callisontighe.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.

1

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 subterfuge; 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.

Baskin 0002

Walkup 00062

FILED

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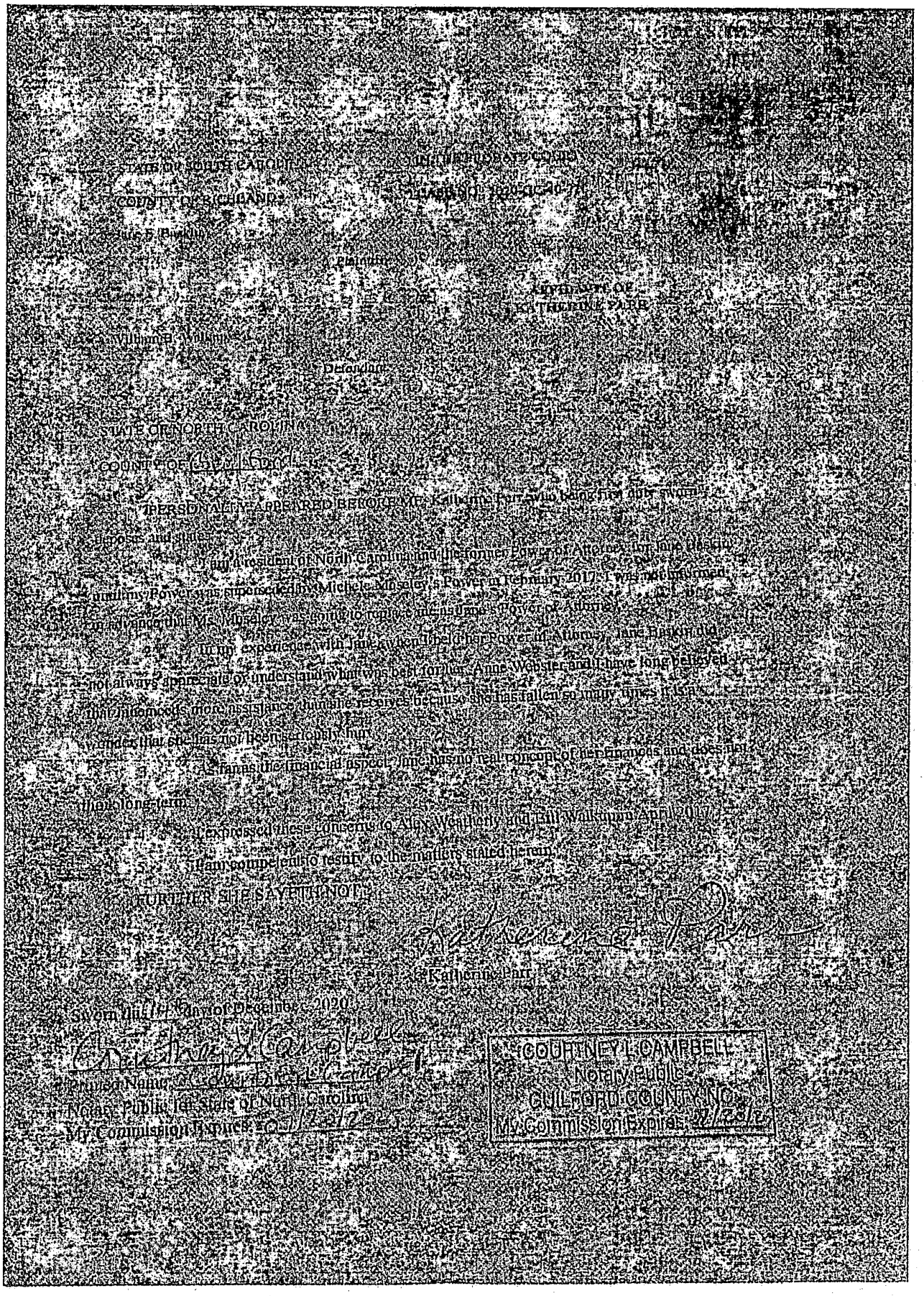
JEANNE W. COTTOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

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.	)	
	)	

EXHIBIT C

Motion for Summary Judgment

Affidavit of Katherine Parr



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Plaintiff

William B. Williams

Defendant

STATE OF NORTH CAROLINA

COUNTY OF Guilford

PERSONALLY APPEARED BEFORE ME Katherine Parr who being first duly sworn

I am a resident of North Carolina and the former Power of Attorney for Jane Doe.

I am informed Power was executed by Michele Moseley's Power on February 2017. I was not informed

In advance that Ms. Moseley was going to revoke and sign a New Power of Attorney

In my experience with Jane Doe and her Power of Attorney, Jane Doe did

not always appreciate or understand what was best for her. Anne Webster and I have long believed

that she needed more assistance than she receives because she has fallen so many times it is

understandable that she has not been truthful

I have the financial aspect and she has no real concept of her finances and does not

think long term.

I expressed these concerns to Alex Weatherly and Jill Walkupp April 0

I am competent to testify to the matters stated herein.

FURTHER SAYETH NOT.

Katherine Parr

Sworn this 14th day of December, 2020

Printed Name

Notary Public for State of North Carolina

My Commission Expires: 10/28/22

COURTNEY L CAMPBELL
Notary Public
GUILFORD COUNTY, NC
My Commission Expires 10/28/22

FILED

2020 DEC 18 P 12:44

AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND CO. S.C.

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.	)	

EXHIBIT D

Motion for Summary Judgment

Affidavit of William B. Walkup

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF**
	)	**WILLIAM B. WALKUP**
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

FILED
2020 DEC 18 P 12:45
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

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

1. I am William B. Walkup, and I am the defendant in this matter. I am Trustee of the Eldridge Baskin Trust ("Trust"), for which Jane Baskin is the beneficiary. I am competent to testify to the matters stated herein.

2. I understand that Michelle Nunn has recommended that Ms. Baskin (a) receive care from caregivers twenty-four hours a day, seven days a week, and (b) be moved back into her house on Summerlea Drive.

3. I have been the Trustee of the Trust since its creation in 1990 and, as a result, am very familiar with the costs and expenses associated with the administration of the Trust.

4. The Trust pays for Ms. Baskin's expenses, except for groceries, which are covered by two monthly government payments. The first payment is an annuity that pays approximately $600 per month; however, Medicare deducts $200 per month, resulting in a net payment to Ms. Baskin of approximately $400 per month. The second payment is a social security check that results in a payment of approximately $400 per month. These payments total approximately $800, and Ms. Baskin can use these funds for groceries.

5. I have composed a budget for 2021 for what I believe to the costs and expenses that the Trust will bear if Ms. Baskin receives care twenty-four hours a day, seven days a week and moves back into her house on Summerlea Drive.

6. These figures are based on the records of the Trust's expenditures for 2019, approximate values of Trust net assets as of December 14, 2020, the proposal that has been presented by Baskin to allow her to move into Summerlea Drive with the necessary revisions, and a quote from Ms. Nunn that the caregivers will likely require a payment of $18.00 per hour.

7. The budget, broken down by month and year, is as follows:

	Per mo.	Per year	
Care givers at the rate given by Ms. Nunn	$13,140	$157,680	$18.00/Hr
Medical	$200	$2400	
Tax and insurance on house	$100	$1200	
Maintenance on the house	$100	$1200	
Water	$50	$600	
Cable	$60	$720	
Electricity	$400	$4800	
Phone	$30	$360	
Tax on rental house	$25	$300	
Insurance for rental house	$33	$400	
Birthday and Christmas	$42	$500	
Miscellaneous	$400	$4800	
Grand total	**$14,580**	**$174,960**	

8. The current approximate net value of the trust assets is $510,000. This figure does not include the estimated costs of renovations for Summerlea or legal fees.

9. If the current projected approximate net value of trust assets, not including the estimated costs of renovations for Summerlea or legal fees, collect a rate of 3.0% per year, the funds would run out in 37 months.

FURTHER HE SAYETH NOT.

William B. Walkup

William B. Walkup

Sworn this 15 day of December, 2020

Monica Gende

Printed Name: Monica Gende
Notary Public for State of South Carolina
My Commission Expires: 9/8/2025

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-4082
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
vs.	)	
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

FILED
2020 DEC 18 P 12:45
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

EXHIBIT E

Motion for Summary Judgment

Affidavit of Clarence E. Kanipe, Jr.

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF CLARENCE E. KANIPE, JR.**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

FILED
2020 DEC 18 P 12:45
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY APPEARED BEFORE ME, Clarence E. Kanipe, 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.

Clarence E. Kanipe, Jr.

Clarence E. Kanipe, Jr.

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

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-872
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
vs.	)	
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

FILED
2020 DEC 10 P 12:45
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

EXHIBIT F

Motion for Summary Judgment

Affidavit of Captain Louis Edward Spradlin

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-32
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF CAPTAIN LOUIS EDWARD SPRADLIN**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

FILED
2020 DEC 18 P 12:45
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

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

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.

Louis Edward Spradlin

Sworn this 10th day of December, 2020

Celeste H. Ziegler

Printed Name: Celeste H. Ziegler
Notary Public for State of South Carolina
My Commission Expires: 9/25/22

CELESTE H. ZIEGLER NOTARY PUBLIC STATE OF SOUTH CAROLINA My Commission Expires 09-25-2022

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.	)	
	)	

FILED
2020 DEC 18 P 12:45
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

EXHIBIT G

Motion for Summary Judgment

Affidavit of Sinclair Lewis

FILED

2020 DEC 18 P 12:45

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

STATE OF SOUTH CAROLINA)	IN THE PROBATE COURT
)	
COUNTY OF RICHLAND)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,)	
)	
Plaintiff,)	
)	
vs.)	**AFFIDAVIT OF SINCLAIR LEWIS**
)	
William B. Walkup,)	
)	
Defendant.)	
)	

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PERSONALLY APPEARED BEFORE ME, Sinclair Lewis, who being first duly sworn, deposes and states:

1. I reside a

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

Sworn this 12th day of December, 2020

Printed Name: Stephen R.H. Lewis
Notary Public for State of South Carolina
My Commission Expires: 3/3/2027

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-720
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
vs.	)	
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

FILED
2020 OCT 18 P 12:45
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

EXHIBIT H

Motion for Summary Judgment

Affidavit of Albert L. Moses

FILED

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	2020 DEC 18 P 12:45
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
		AMY W. McCULLOCH
		PROBATE JUDGE
		RICHLAND COUNTY, S.C.
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF**
	)	**ALBERT L. MOSES**
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

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 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.	)	
	)	

FILED
2020 DEC 18 P 12:45
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

EXHIBIT I

Motion for Summary Judgment

October 6, 2018 letter from Ben Bruner to Alex Weatherly

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

WARREN C. POWELL, JR., P.A.*
HENRY P. WALL
E. WADE MULLINS III, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES B. BRUNER (RETIRED)
BRIAN P. ROBINSON, P.A.**

CAITLIN C. HEYWARD
CHELSEA J. CLARK
STEVEN R. SPREEUWERS

* ALSO ADMITTED IN DISTRICT OF COLUMBIA
** OF COUNSEL

AUTHOR'S EMAIL: BBRUNER@BRUNERPOWELL.COM

FILED
2020 DEC 18 P 12:50
AMY W. McCULLOCH
PROBATE
RICHLAND COUNTY, S.C.

October 6, 2018

W. Alex Weatherly, Jr., Esquire
Callison, Tighe & Robinson, LLC
P.O. Box 1390
Columbia, SC 29202

Re: Elrdidge Baskin Trust
BPWM File No. 11-2885.100

Dear Alex:

I write in response to your August 13, 2018 letter, in which you outline changes which Ms. Baskin proposes to the administration of the Trust created under the Will of Eldridge Baskin. I will address each of the eight points you raise in turn.

I. Request for an Accounting of all Income and Expenditures by the Trust for the Past Three Years.

You expressed a concern with transparency in the reporting of Trust income and expenditures for at least the past three years. On May 4, 2017, in response to a prior request, we provided you a detailed description of the current trust assets, values and bank account balances; the previous four (4) years of tax returns (which show the amount of Trust income each year); and an accounting of all expenditures to or on behalf of Ms. Baskin during the prior twelve (12) months. The three-year accounting you have requested, and which is enclosed, includes the same tax returns and format of accounting. If there are any specific documents other than the ones provided which you believe are required for you to have a clear picture on what the Trustee is distributing to or on behalf of Ms. Baskin, please advise.

II. Request for Limited Contact

Your client has asked that the Trustee "limit his contact with her solely to personal interaction having nothing to do with finances (i.e., family matters, etc.) and such interaction as is necessary for him to make the distributions he is obligated to make under the Trust." I confess I am not sure what, as a practical matter, your client is requesting. As you are aware, Ms. Baskin's father was Mr. Walkup's mother's first cousin. All of Mr. Walkup's interaction with Ms. Baskin has been either in his capacity as Trustee, as her family member, or both. Limiting his contact to family matters or to Trust matters would have no practical impact. We need more clarification on this point to understand exactly what is being requested.

III. Disbursement of Annuity Funds

Ms. Baskin has requested that the annuity payments received by Mr. Walkup be disbursed directly to her. Mr. Walkup worked diligently for months after Eldridge Baskin's death to secure this annuity for Ms. Baskin. As you will see on the enclosed documents, the annuity benefit is currently $362.82 per month. In the past, the Trustee applied those funds to Ms. Baskin's living expenses. Based upon Ms. Baskin's demand that the money be disbursed to her rather than the Trustee using the money to pay her expenses as he has in the past, the Trustee is willing to disburse the money directly to her monthly after it is received. The Trustee will begin doing this immediately in lieu of the $120 per month cash disbursements.

IV. Disbursement of Trust Income

According to your letter, Ms. Baskin wants "the authority, acting either alone or through her personally selected attorney-in-fact, to make arrangements for where she lives, who her caregivers are, etc." I am not aware of anything Mr. Walkup has done to prevent her from doing that.

As to disbursement of income, the operative terms of the Trust provide, "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." Thus, your interpretation that the Trustee "is obligated to pay 'all of the income' to her" is inaccurate. Nothing in the trust document obligates the Trustee to pay all income directly to Ms. Baskin. Rather, the Trustee's obligation is to either pay net income to Ms. Baskin *or* apply that net income for the benefit of her as the Trustee deems suitable. He has done that year after year since the inception of the Trust in 1990. As you can see from the enclosed documents, there is no net income of the Trust which has not been either paid to or applied for the benefit of Ms. Baskin.

The reason why Mr. Baskin gave the Trustee broad discretion to pay bills directly, rather than disburse the money to Ms. Baskin, was his deep concern about Ms. Baskin's ability to manage her finances. Indeed, it was those concerns which led Ms. Baskin's father to form the Trust in the first place and ask Mr. Walkup to serve as Trustee. Events during Mr. Walkup's tenure as Trustee have proven the concerns Ms. Baskin's father had were legitimate. For example, Ms. Baskin asked the Trustee at one time to pay off over $10,000 in credit card charges she ran up on fourteen (14) different credit cards. When the Trustee asked her what she bought, Ms. Baskin finally responded, "Things." Since she was not willing to provide any documentation to support the charges or to warrant the Trustee exercising his discretion to encroach upon Trust principal, those expenses were not paid.

Michelle Moseley, who we understand is the attorney-in-fact to whom you refer, has recently become highly involved in Ms. Baskin's affairs. While I understand based on our

conversations that Mrs. Moseley has nothing but good intentions, you must also be aware that Mrs. Moseley has apparently hired herself and is submitting invoices directly to the Trustee demanding payment $20/hr. for walking the dog and $75 for cleaning Ms. Baskin's apartment. This sort of self-dealing raises suspicions not only because of Ms. Baskin's physical impairment and need for assistance but also because the caregivers assisting Ms. Baskin charge only $13 per hour and clean while they are there. Furthermore, certain facts stated in your letters indicate Ms. Baskin and/or Mrs. Moseley are making representations to you that are either inaccurate or are flat out lies. In your May 1, 2018 letter, you said Jenny Vega, one of Ms. Baskin's caregivers, is not available at certain times on weekends, holidays, etc. After receiving that letter, the Trustee asked Ms. Baskin whether Ms. Vega ever took any vacation, whether Ms. Vega was asked to work longer hours, whether Ms. Vega refused to work additional hours, whether the Trustee was asked to have Ms. Vega work longer hours, whether the Trustee was asked to hire additional help, and whether any prior request was made of the Trustee to install a new air conditioning unit. The response to each question was "No."

In March of last year, Anne Webster sent you and Mr. Walkup an e-mail disproving the accusations Ms. Baskin has made against Mr. Walkup. Ann is Jane's first cousin. Each year until recently, Ann would come to Columbia, pick up Jane, and take her to North Carolina so they could visit for two weeks. During that time, Ann would care for Jane. In her email, Anne explained that Ms. Baskin claimed Mr. Walkup took items from her apartment because she could not find a copy of a check that may never have existed in the first place. She never had two inches of standing water in her apartment. Mr. Walkup never hurt her toe; Ms. Baskin injured her foot when she fell one night and did not tell Mr. Walkup about it because she did not want him to know about it. And finally, Ms. Baskin claims Mr. Walkup "is mean" to her because he will not give her free access to the money in the Trust. Notably, Ann explained, "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." If you have any legitimate issues to raise, I am happy to discuss them with my client. The issues that have been raised, however, have all been disproven.

You also said Mr. Walkup refused to complete installation of the HVAC system which, according to your clients, was purchased some time ago, delivered, but never installed. I now have a clearer understanding of this issue after discussing it with Mr. Walkup. What you describe as a "pittance" offered toward that repair was not for the air conditioning unit. It was the reasonable cost to complete the wiring and connect the gas to the furnace. The contractor who installed the furnace connected all duct work, and when he returned to the house to finish connecting the gas he found that the locks on the house had been changed. He then had a severe stroke and is still in the hospital. The work remaining to complete the installation will take 1 to 2 hours and is not expensive. That is the work for which the Trustee was offering to pay. Who is saying the Trustee refuses to complete the repair? Despite the representations your client and her attorney-in-fact

have made about Mr. Walkup, the Trustee is willing to complete the repair to the furnace. As noted below, if your client would like the Trustee to fund replacement of the HVAC system, she is certainly free to make that request with supporting documentation. Your letter did not include any quotes.

The Trustee has always paid Ms. Baskin's living expenses, either from Trust net income or, when he deemed appropriate, from Trust principal, and he has every intention of continuing to pay Ms. Baskin the net income or applying it for her benefit as he deems suitable, just as the Trust terms provide.

V. Disbursements of Principal & Authority to Make Living Arrangements

You state Ms. Baskin's position that the Trustee has an obligation to make reasonable distributions of principal from the Trust to provide for her well-being. Historically, the Trustee has, in fact, exercised his discretion to make reasonable and necessary distributions from Trust principal when appropriate. At the same time, he has exercised his discretion to deny paying for expenses that were not warranted. Rent, utilities, and medical expenses, among others, have been paid while credit card bills for "things" have not. On average over the past three years, the Trust has generated a net income of $916.33 per year. The Trustee exercised his discretion to encroach on principal an average of $19,519 per year to cover Ms. Baskin's living expenses—after applying annuity funds to pay her living costs and other needs. The Trustee intends to continue abiding by the Trust terms for the benefit of Ms. Baskin, even if she disagrees.

In your letter, you recognize the extraordinary job Mr. Walkup has done managing the Trust assets. For over twenty-eight years the Trust and annuity funds have paid for all of Ms. Baskin's expenses, and as you rightly point out the Trust still more than doubled in value. Mr. Walkup's management of the trust made it possible to buy Ms. Baskin a lift chair, a mattress, appliances, a car, and everything else she has asked for excepts paying off the fourteen credit cards. Your statement that the Trust will triple in value if circumstances do not change fails to acknowledge that Ms. Baskin's circumstances have, in fact, changed and continue to change. Ms. Baskin's cost of living has grown in recent years with rent and caretakers. In addition, the cost of care she needs will rise considerably in the very near future. Skilled care in an assisted living facility can run $100,000 per year.

Your claim that Ms. Baskin is being deprived of basic life necessities is news. The Trust pays Ms. Baskin's rent, utilities, medical bills, drug costs, phone bills, care giver expenses, and dog boarding costs. In addition, Ms. Baskin receives cash each month, birthday money, Christmas money, and she received cash when she traveled to North Carolina to visit her cousin. If there are basic life necessities of which Ms. Baskin is being deprived, please specify what those are.

As I stated above, the Trustee intends to continue abiding by the Trust terms and reserves his right to exercise his discretion with respect to encroaching on principal. The Trustee is amenable to considering an annual budget if Ms. Baskin would like to propose one.

VI. Requests for Additional Distributions

You also state Ms. Baskin wants the freedom to make requests for distributions over and above the net income and annual principal distribution. Ms. Baskin is, and has always been, free to request that the Trustee make additional disbursements. When those additional disbursements would require the Trustee to encroach on principal, Ms. Baskin will need to provide documentation to satisfy the Trustee that Trust principal is not being invaded due to irresponsible or unnecessary spending.

With respect to the Summerlea Drive house, please provide the quotes so we can understand what work is being proposed and why. The Trustee also would like the opportunity to have someone inspect the HVAC system. There is currently no power to the furnace, and that must be reconnected before the system can be operated and properly evaluated. The Trustee needs this additional information before he can make a determination on the matter.

While your letter suggests the Trustee is preventing Ms. Baskin from renting or selling the home, I note that most companies these days allow owners to finance a new HVAC system. It may well be that Ms. Baskin can have the new system she wants installed, finance it, and pay for it out of rental income from the house or from the sale of the house. Has Ms. Baskin considered that option? She would not need the Trustee's agreement to do that. I discussed with you the possibility of the Trust extending a loan to Ms. Baskin to pay for the system secured by a mortgage, as opposed to a disbursement from Trust principal. Either way, Ms. Baskin would be borrowing money to install the new system. The latter is an option we can discuss further if you would like.

VII. Future Selection of Caregivers, Living Expenses, etc.

You also say Ms. Baskin would like the freedom to choose her own caregivers, her expenditures for other living expenses, her residence, etc. She has that freedom, but like everyone else she is limited by her means. Without charging any additional fee, Mr. Walkup has assisted with the vetting and hiring of caregivers, paying bills, etc. He has managed to find skilled caregivers who cook, clean and care for Ms. Baskin at a reasonable hourly rate. That has netted Ms. Baskin significant savings over decades, which leaves more principal in the Trust to cover her future needs. By contrast, the caregivers Ms. Baskin's power of attorney has found charge at least 150% per hour for the same service. Nonetheless, because Ms. Baskin says she no longer wants Mr. Walkup hiring her caregivers, he will stop.

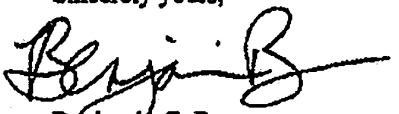
The Trustee plans to continue paying living expenses (e.g., rent, utilities, medical bills, phone bill) directly. He has serious concerns about the viability of simply handing over to Ms. Baskin the amount of money she is requesting. With the disbursement of annuity payments, Ms. Baskin will have increased cash flow to spend as she chooses, understanding that spending habits may affect the Trustee's decision on future disbursements from principal. In addition to disbursing the annuity, the Trustee will agree to pay Ms. Baskin's necessary living expenses as he has in the past, with the exception of the cash she received each month. The Trustee is willing to discuss an interim arrangement with Ms. Baskin where she takes more responsibility for her finances and reports all income and expenditures but in the meantime he will continue paying those expenses directly. In other words, Ms. Baskin has the freedom to choose caregivers, where she lives, and other living expenses, provided the costs are prudent, and the Trustee will pay those expenses directly so long as they are reasonable. At this time, it is unclear to us exactly how much money your client is requesting and what she means by "living expenses." Please provide a proposed budget to help shed light on that.

VIII. Plan for a Successor Trustee.

Mr. Walkup takes issue with the claim that he indicated multiple times he should retire. He did not, and those statements are false. Nonetheless, the Trustee is open to exploring whether we can agree on who will succeed him as Trustee when he can no longer serve. Please provide the names you propose, and I will discuss them with him.

I trust this responds to the points you raised in your letter. The Trustee is willing to consider reasonable steps moving forward, provided we can find arrangements that adequately address his concerns. As a starting point, however, if your client is demanding more money from the Trust we will need a proposed annual budget, list of needs not being met, and outstanding debts. If you would like to discuss any of these issues, please write or call me anytime.

Sincerely yours,



Benjamin C. Bruner

BCB/gh

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, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Defendant William B. Walkup*, do hereby certify that I have served all counsel in this action with a copy of the documents specified below by mailing a copy of the same by emailing and sending by United States Mail, postage prepaid, to the following addresses:

Documents: Defendant's Motion for Summary Judgment

Counsel Served: Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Attorneys for Plaintiff

Amy A. Kelly

December 15, 2020

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	**REPLY TO COUNTERCLAIM**
vs.	)	
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

The Plaintiff, in answer to the counterclaims of the Defendant, would deny each and every allegation of the Defendant's counterclaims which is not consistent with the Plaintiff's allegations and the prayer for relief contained in Plaintiff's Complaint.

NOW, THEREFORE, the Plaintiff, having fully answered the counterclaims of the Defendant, would request that those counterclaims be dismissed, with prejudice, and that Plaintiff be awarded all of the relief demanded in the Complaint, including but not limited to an award of her attorney's fees and costs in this case.

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
Email: RickDetwiler@CallisonTighe.com
ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

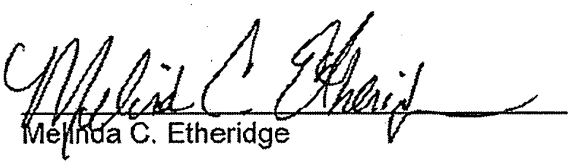
December 15, 2020

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, Melinda C. Etheridge, an employee of Callison Tighe & Robinson LLC, Attorneys for the Plaintiff, do hereby certify that I served copies of the **Plaintiff's Reply to Counterclaim** on counsel of record by causing copies 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 December 15, 2020:

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



Melinda C. Etheridge

Columbia, South Carolina

December 15, 2020

FILED
2022 JUN 30 P 12:40
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

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

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

IN THE MATTER OF THE TRUST OF JANE E. BASKIN

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
$150.00	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 B. 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 B. Baskin, Beneficiary — Date 1-6-2021

Michele Moseley — Date 1-6-2021

Alex Weatherly, — Date 1-6-2021

Richard C. Delwiler — Date 1-6-2021

William B. Walkup, Trustee — Date 1/16/21

Thornwell F. Sowell — Date 1.16.21

Bess J. DuRant — Date 1/6/21

STATE OF SOUTH CAROLINA)	IN THE PROBATE COURT
)	
COUNTY OF RICHLAND)	CASE NO. 2020-GC-40-72
Jane E. Baskin,)	
)	
Plaintiff,)	
)	**PETITION FOR TEMPORARY ATTORNEYS' FEES AND COSTS**
vs.)	
)	
William B. Walkup,)	
)	
Defendant.)	
)	

The Plaintiff, Jane E. Baskin, by and through her undersigned counsel, hereby petitions this Court for an award of her attorneys' fees and costs, *pendente lite*, incurred in the court of this litigation, and would show further unto this Honorable Court as follows:

RELEVANT FACTS

1. The action was brought on July 20, 2020 seeking the removal of the Trustee and an accounting of the testamentary trust established by Plaintiff's father, Eldridge Baskin.

2. This 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 and a monthly allowance to cover her care and living expenses. These negotiations were to no avail.

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 by defense counsel of the Plaintiff, Mr. Weatherly, Michele Moseley (the Plaintiff's attorney-in-fact) and the Plaintiff's personal physician. The

RCP #1

majority of this discovery was targeted at issues not raised in the pleadings – undue influence and Ms. Baskin's competency.

4. The case was tried for two full days. At the end of the second day, the Court strongly encouraged the partles to settle. On the morning of the third day of trial, the undersigned counsel made a written offer of settlement which was initially reject without a counter-proposal. However, thereafter, a settlement was reached, but only after help from the Court. A copy of the "Temporary Settlement Agreement," filed January 6, 2021 is attached as **Exhibit A**.

5. The settlement reached after two days of trial and months of discovery must be compared to the offer sent by Mr. Weatherly to Mr. Walkup's then attorney, Benjamin C. Bruner, dated May 13, 2019, attached as **Exhibit B**. This comparison reveals that the parties agreed, after substantial litigation costs, to *more than* what Mr. Weatherly had offered on Ms. Baskin's behalf over eighteen months prior to the trial. Stated another way, after all of this expensive litigation, Ms. Baskin prevailed.

6. Evidence at the trial of this case also proved that Mr. Walkup failed for over thirty years as acting as Trustee to provide any reasonable accounting to the Plaintiff. On two occasions prior to this litigation, some tax returns and other information were shared, but only after demand was made by Ms. Baskin's attorney. No annual accountings were ever generated by the Trustee.

7. This litigation was unnecessary. Had Mr. Walkup conducted himself as a reasonable trustee should have, he would have regularly provided accountings and would

RCP #2

have provided Ms. Baskin with some reasonable income to support herself. He did neither, until forced to do so by this litigation and this Court.

8. But more importantly, Mr. Walkup turned a somewhat routine claim for an accounting and his removal into complex litigation involving multiple, unnecessary depositions, discovery and motions. The magnitude this litigation took on was completely unnecessary and avoidable, but for the Defendant's actions.

9. As reflected in the undersigned counsel's Affidavit of Attorney's Fees, attached as **Exhibit C**, Ms. Baskin has incurred $55,289.50 in attorneys' fees and $11,283.15 in costs, for a total of $66,572.65 in fees and costs. These fees and costs were largely unnecessary and caused by the improper 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.

STANDARD FOR AWARD OF ATTORNEYS FEES

10. S.C. Code Ann Sect. 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.

11. 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 (citations omitted). Consideration should be given to all six

RCD #3

criteria in establishing reasonable attorney's fees; none of these six factors is controlling. *Id.* at 385.

In the *Baron* decision, the Supreme Court upheld the award of the trial court, which had articulated and analyzed 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.

RCA #4

(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.

Baron, 297 SC 382, 385-386.

APPLICATION OF STANDARD

12. Applying the standard set forth in *Barron, the Plaintiff would show as follows:*

(a) Nature, Extent and Difficulty of Legal Services Rendered. In this case, like *Baron*, this litigation was made unnecessarily complex by the defendant's strategy of attacking Ms. Baskin's attorney-in-fact, suggesting undue influence, and by calling into question Ms. Baskin's competency, when neither allegation was even asserted in the pleadings.

(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 and were largely spent in response to the unfounded (and unpled) allegations made by the defendant.

(c) Professional Standing of Counsel. The undersigned counsel is an experienced trial lawyer in good standing in the legal community, with thirty-five years as a practicing lawyer handling general litigation, including trust litigation, as reflected in his affidavit made a part of this Petition. Likewise, Mr. Weatherly has been practicing for a

RC 9 #5

similar length of time and is also an experienced Certified Public Accountant who practices in the areas of Trusts and Estates.

(d) *The Contingency of Compensation.* Like *Baron*, this is not a contingency case in the typical sense, but this factor should be considered. The undersigned counsel and his firm undertook this case because it was the right thing to do, knowing that Ms. Baskin could not pay for our services. Had Ms. Baskin not prevailed, we understood that we likely would never have been paid.

(e) *Fees Customarily Charged in the Locality for Similar Services.* The fees charged are those customarily charged in this legal community. It must also be noted 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 by Ms. Baskin were *more than* she had offered to settle the dispute for eighteen months prior to bringing suit, as previously noted.

13. 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 the undersigned counsel agreeing to do so without a retainer or periodic payment of fees and costs, at great risk. 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 $11,000 in litigation costs to protect Ms. Baskin's rights.

RCP #6

14. Mr. Walkup has the ability to pay Ms. Baskin's fees and costs and he should be ordered to do so. 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% (.009) for managing these assets, which would amount to fees in excess of $900,000 yearly. This is *in addition* to the trustee fees he charges the Eldridge Baskin Trust.

15. Ms. Baskin and the undersigned counsel believe that her counsel has a right to be paid a reasonable fee and reimbursement of costs for bringing this action, regardless of whether the settlement is "temporary" or "permanent." Funds are available to pay the undersigned's fees and costs from the Trust, but the undersigned counsel would respectfully show that the Defendant, Walkup, not the Trust, should be responsible for their fees and costs. The Plaintiff and her counsel request that an award of attorneys' fees be made and that such fees and costs be ordered paid by the Defendant Walkup or, alternatively, by the Trust.

NOW, WHEREFORE, having fully petitioned this Court as set forth above, the Plaintiff respectfully requests an award of her attorneys' fees and costs to be paid by the Defendant Walkup or, alternatively, for an award of her attorneys' fees and costs be paid by the Eldridge Baskin Trust.

[SIGNATURE ON FOLLOWING PAGE]

RCM #7

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
Email: RickDetwiler@CallisonTighe.com
ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

February 11, 2021

EXHIBIT A

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

2021 JAN -6 P 1:35

IN THE MATTER OF THE TRUST)
OF JANE E. BASKIN) TEMPORARY
AMY W. MCCULLOCH SETTLEMENT AGREEMENT
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
$150.00	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 repprt by July 16, 2021.

Jane E. Baskin, Beneficiary — Date 1-6-2021

Michele Moseley — Date 1-6-2021

Alex Weatherly, — Date 1-6-2021

Richard C. Detwiler — Date 1-6-2021

William B. Walkup, Trustee — Date 1/6/21

Thornwell F. Sowell — Date 1/6/21

Bess J. DuRant — Date 1/4/21

EXHIBIT B

FILED
2021 FEB 12 P 2:00
TIGHE

May 13, 2019

Benjamin C. Bruner, Esquire
Bruner Powell Wall & Mullins, LLC
Post Office Box 61110
Columbia, South Carolina 29260-1110

Re: Eldridge Baskin Trust
Our File No. 6660.001
BPMW File No. 11-2885.100

Dear Ben:

I am writing in response to your email to me last week to discuss the points raised in your letter dated October 6, 2018.

Before outlining Ms. Baskin's current position regarding this matter, I would like to respond to a few of the comments made in your letter.

A. RESPONSES TO OCTOBER 6, LETTER:

I. **Request for an accounting of all income expenditures by the Trust for the past three (3) years.** Thank you for providing the information you sent with the October 6 letter and previously on May 4, 2017. In reviewing the accounting information, we are unable to locate how Mr. Walkup deposited a check in the amount of approximately $13,600 which Jane received from the sale of property which she specifically asked Mr. Walkup to deposit. Is there another account into which these funds were deposited? Did we received the information on all accounts held by the Trust? Please ask Mr. Walkup to respond to this question specifically.

II. **Request for limited contact.** You requested clarification on the point as to why Ms. Baskin has asked Mr. Walkup to limit his contact with her. Simply stated, Ms. Baskin fears Mr. Walkup. According to Ms. Baskin, he is aggressive with her and tries to exert undue influence over her regarding the choices he wants her to make regarding her finances and other matters. He is not her representative, he is not her agent, and she feels that he has tried to insert himself in that capacity in the past. In order that she need not undergo the emotional stress which he causes her, and in order that there may be an independent individual involved in observing the interaction between Ms. Baskin and Mr. Walkup regarding her finances, she requests that he interact with her through her agent, Michele Moseley, or through me as her attorney.

EXHIBIT
28
exhibitstickers.com

III. **Disbursement of annuity funds.** Presently, Mr. Walkup sends Ms. Baskin a check for the annuity payment which is disbursed from one of the accounts held by her trust. She has no verification that the amount she is receiving is in fact equal to the amount of the annuity payment or that the annuity payment is in fact going into the Trust and then being disbursed to her. Her preference would be that arrangements be made so that the annuity checks are paid directly to her and sent to her by the issuer of the annuity. In lieu thereof, she requests that copies of the annuity checks received by Mr. Walkup be provided to her along with the checks that he is sending her.

IV. **Disbursement of Trust income.** You make a number of statements in this extensive section of your letter concerning which you have no personal knowledge and which are no doubt based on Mr. Walkup's opinion. Ms. Baskin would challenge Mr. Walkup's assertions regarding the motivations of her father. Ms. Baskin has said there are substantial facts surrounding how Mr. Baskin's Will was executed which would indicate that Mr. Walkup initially tried to cut Ms. Baskin out of the Will altogether and only after Mr. Baskin, while on his deathbed, demanded that Mr. Walkup change the Will so as to include the Trust for Ms. Baskin, did Mr. Walkup have Ben Boyd, the attorney which Mr. Walkup hired, revise the Will.

Ms. Baskin resents Mr. Walkup's continued assertions about the $10,000 credit card charges. The fact that he serves as her trustee does not give him the right to know every little thing about her finances. Had he properly supported her through the Trust, she would have felt no need to use her credit card in order to cover her expenses. In the grand scheme of things, the $10,000 was not covered by Mr. Walkup from the Trust but by Ms. Baskin. Furthermore, the expenses were merely for items Mr. Walkup should have been paying for anyway.

Regarding Mr. Walkup's assertions concerning what statements have and have not been made by Ms. Baskin's caregivers, let me simply assure you that statements have been made by caregivers that are contrary to those facts which Mr. Walkup relayed to you.

As to the HVAC system, Ms. Baskin has received three (3) different estimates, copies of which are enclosed. Only the most expensive of the estimates is willing to provide financing. It would be a savings to the Trust and Ms. Baskin if the less expensive option could be selected and financed through the Trust. One of the HVAC companies who inspected the work performed by the contractor hired by Mr. Walkup has also given ample evidence of the substandard nature of the work performed by Mr. Walkup's contractor. Given that the home is heated by gas, and the recent news events concerning the improper repair and maintenance of gas heated living facilities here in the Columbia area, it is shocking to think that Mr. Walkup would have exposed Ms. Baskin to the dangers of an inadequately heated and maintained gas furnace.

V. **Disbursements of principal and authority to make living arrangements.** Mr. Baskin made it clear in his Will that, "...the sole purpose of the trust created [under the Will] to provide the well being of Jane E. Baskin so long as she shall live". Notwithstanding the discretion given to Mr. Walkup as trustee, Mr. Baskin made it clear that this purpose was to be, "...born in mind by the trustee when considering the matter of any encroachment upon the principal of the trust created [under the Will]."

It is clear from the paultry sums that Mr. Walkup has distributed on behalf of Ms. Baskin, and from the unbelievable growth in the principal of the trust, that he has managed it primarily for the benefit of the remainderman and not for Ms. Baskin.

As to the remaining assertions made in your letter, all I can say is that the testimony of witnesses will bear out who is right about those statements.

Enclosed is the proposed budget that Ms. Baskin would like the trustee to abide by in making encroachments upon the principal of the trust for her benefit.

VI. **Request for additional distributions.** As mentioned previously, enclosed are estimates for the proper repair of the HVAC system, along with the report of one inspector who has indicated that the work done thus far by Mr. Walkup's HVAC contractor has been substandard.

VII. **Future selection of caregivers, living expenses, etc.** Ms. Baskin is delighted to know that Mr. Walkup will stop hiring caregivers who he charges with the task of acting as his "spies" in order to try to build a case for him to try to have Ms. Baskin committed.

VIII. **Plans for successor trustee.** You indicate that Mr. Walkup says that the statements that he should retire are false. Prior to your involvement in this matter, Mr. Walkup made those exact statements to me. Accordingly, he is obviously getting to the age where he is not able to remember what he has or has not said. If Mr. Walkup is ready to retire, we are glad to provide information regarding who acceptable potential successors might be.

B. DEMANDS BY MS. BASKIN:

Having responded to the assertions made in your prior letter, Ms. Baskin hereby demands the following:

1. Mr. Walkup should either return the $13,600 that she gave him to deposit on her behalf or show exactly where it was deposited and demonstrate how it has been utilized exclusively for her benefit.

2. Ms. Baskin desires to hire Edward Herbert to complete the installation and repair of the HVAC system at the Summerlea residence. Ms. Baskin wants Mr. Walkup's immediate commitment to pay the cost of the repairs in accordance with Mr. Herbert's estimate.

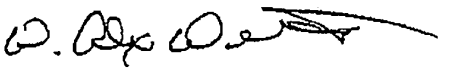
3. Since the time of your letter, Mr. Walkup has raised the rate paid to Ms. Baskin's primary caregivers to $15.00 per hour. He has also re-hired caregivers that he has in the past terminated because he thought they were inadequate. Per your statements above regarding the selection of future caregivers, Ms. Baskin demands the immediate right to hire all future caregivers and to receive Mr. Walkup's assurance that so long as they are paid not more than $15.00 per hour during normal working hours and not more than $20.00 per hour for last minute work on the weekends, that he will make such payments.

4. Ms. Baskin demands that Mr. Walkup immediately begin disbursing her a monthly amount of $6,500 in order to cover the cost consistent with the monthly budget outlined in the enclosed statement.

5. Ms. Baskin demands that Mr. Walkup provide her with quarterly statements showing all Trust receipts and disbursements for all accounts.

Please do not hesitate to contact me if you would like to discuss these demands. Otherwise, please confirm in writing that Mr. Walkup will begin immediately to comply therewith.

Yours sincerely,



W. Alex Weatherly, Jr.

WAWjr/tsl
Enclosures

Jane Baskin Monthly Budget

Description	Amount
Caregiving	$4,700.00
Rent	$1,200.00
Electricity	$100.00
Water	$30.00
Cable	$60.00
Cell Phone	$50.00
Pharmacy	$122.00
Miscellaneous	$238.00
	$6,500.00

Walkup 00187

Herbert Heating & Air

205 Juarez Court • Columbia, SC 29206 803-606-5041

February 18, 2019

Attn: Michelle Moseley and Alex Weatherly

Address for work completed – 316 Summerlea Rd.

Upon inspection of the Heating and Air unit at the above referenced address, the following items should be addressed as they are not up to code.

1. Wiring at condenser unit not up to code
2. Line set is not the right size for cooling system
3. Duct work needs to be replaced as it's rusted out in places
4. Insulation on duct is not up to R Factor
5. Drain line is not up to code
6. No flue line connected to gas furnace. Flue line cannot be installed into old chimney. Has to have a power vent installed to blow flue gasses to outside
7. Gas furnace is 80,000 btu with a 5 ton drive. Too much air flow for square footage of house.
8. No gas line connected to gas furnace.
9. Unit not level on pad

Edward W. Herbert Jr.

MM368

Walkup 00188

EXHIBIT C

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT IN SUPPORT OF ATTORNEYS' FEES**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

FILED
2021 FEB 12 P 2:02

PERSONALLY APPEARED BEFORE ME Richard C. Detwiler who, being duly sworn, deposes and says:

1. I was admitted to the practice of law in South Carolina in 1986.

2. I am an active member of the South Carolina Bar Association, the Richland County Bar Association, the American Association for Justice and the South Carolina Association for Justice. I am also admitted to practice before the United States District Court, District of South Carolina and the United States Fourth Circuit Court of Appeals.

3. I joined the law firm of Callison Tighe & Robinson, LLC, in July of 1991 and became a Member the following year. I currently serve as the firm's Managing Member.

4. The emphasis of my practice is general civil litigation, including commercial litigation, trust and estate litigation and personal injury. I am rated "AV Preeminent" by Martindale-Hubbell, a recognition of my peers of the highest professional excellence, levels of skill and integrity. I am recognized by "Best Lawyers" in the areas of commercial litigation and workers' compensation.

5. I am the attorney of record for the Plaintiff in the above-captioned action. The services rendered on behalf of Plaintiff have been performed by me or under my direction.

6. My regular hourly rate is Three Hundred Fifty and 00/100 ($350.00) Dollars per hour, which I believe to be at or below market rate for a trial lawyer with my experience. I have incurred 144.40 hours of billable time in this matter. My paralegal charges an hourly rate of One Hundred Fifteen and 00/100 ($115.00) Dollars per hour and has incurred 41.30 hours of billable time. Total fees incurred in this matter are $55,289.50. Costs incurred to date are $11,283.15. The total fees and costs, therefore, are $66,572.65, as reflected on the attached detailed invoice showing descriptions of work and time for each entry.

7. W. Alex Weatherly, Jr. also assisted in the representation of the Plaintiff in this case. However, despite his considerable contributions, he has not billed for any of his time.

8. I prepared the Petition for Attorneys' Fees filed in this matter, to which this Affidavit is appended, and state as an officer of this Court that all statements therein are true and correct, to the best of my knowledge, information and belief, and are incorporated by reference into this Affidavit. I particularly note, as set forth in the Petition, that much of the considerable cost of this litigation were the result of the Defendant's unreasonable actions and positions taken.

9. All services performed in this case were reasonable, efficient and necessary for the proper representation of the Plaintiff, and I am informed and believe that the fees and expenses charged in this case reflect those customarily charged in this locality for a similar action.

10. I am requesting that the Court review the file, Plaintiff's Petition, this Affidavit, and the evidence presented to the Court and grant Plaintiff an award of her attorneys' fees

and costs to date in the amount of $66,572.65, *pendente lite*, requiring the Defendant to pay the undersigned counsel immediately for those fees and costs. Alternatively, I am requesting that our fees and costs be paid out of the Eldridge Baskin Trust.

FURTHER, DEPONENT SAYETH NAUGHT.

Richard C. Detwiler
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
before me this 11th day of February, 2021

(L.S.)
Notary Public for South Carolina
Print Name: Denise M. Hardwick
My commission expires: 3-25-29

CALLISON TIGHE & ROBINSON, LLC
Attorneys at Law
1812 Lincoln Street, Suite 200
Post Office Box 1390
Columbia, South Carolina 29202

(803) 404-6900
(803) 404-6902
FEDERAL I.D.

February 11, 2021
File No: 6660-002M
Statement No: 213783

Jane Baskin
200 Atrium Way
Apartment 503
Columbia SC 29223

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
03/05/2020	RCD	Emails to/from Mr. Bruner.	0.50	
07/10/2020	RCD	Meet with Jane and Michele; review and revise draft Complaint.	2.50	
	DMH	Instructions from RCD; draft Complaint	2.10	
07/12/2020	DMH	Revise Complaint, draft Summons; letter to Probate Court filing same	1.60	
07/14/2020	RCD	Review and revise Complaint.	1.00	
07/16/2020	RCD	Draft, review, revise and finalize Complaint; teleconference with Michele Mosley; instruction to DMH.	2.00	
	DMH	Revise and finalize, Summons, Complaint and letter to Clerk of Court filing same	0.80	
07/24/2020	RCD	Emails to/from Biff Sowell and Bess DuRan (regarding service of S&C).	0.30	
07/31/2020	MCE	Telephone conference with Deputy Clerk of Probate Court regarding filing of Exhibit A to Complaint; email from Richland Probate with corrected filing stamp date on Exhibit A; letter to Richland County Probate Court with Acceptance of Service for filing; copy and mail accordingly.	0.30	No Charge
08/07/2020	WAW	Review Request for Interrogatories and Production of Documents	1.00	No Charge
08/08/2020	WAW	Confer with legal assistant	0.10	No Charge
08/10/2020	WAW	Confer with legal assistant	0.20	No Charge
08/11/2020	WAW	Confer with legal assistant; office conference with Jane Baskin and Michele Moseley; confer with co-counsel	1.80	No Charge
	RCD	Conference with WAW	0.40	No Charge
08/12/2020	WAW	Review email	0.10	No Charge
08/17/2020	RCD	Telephone call from Michelle Mosley; email to Mr. Sowell and Mrs. Durant.	1.00	

Jane Baskin

February 11, 2021
File No: 6660-002M
Statement No: 213783

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
08/25/2020	WAW	Review correspondence; review responsive pleadings; telephone conference with Michele Moseley	0.40	No Charge
08/26/2020	WAW	Confer with Michele Moseley	0.10	No Charge
08/27/2020	WAW	Review discovery requests	0.20	No Charge
08/28/2020	RCD	Review response to Discovery; instructions to DMH.	0.60	
09/25/2020	WAW	Email to and from Michelle Moseley	0.20	No Charge
10/01/2020	RCD	Respond to email from Lori Elrod; instructions to DMH; emails to/from Bess Durant.	1.00	
10/02/2020	RCD	Review letter and subpoena from Durant; instructions to DMH.	0.40	
10/07/2020	RCD	Conference with Michelle Mosley and DMH (to review and respond to discovery requests).	2.00	
	DMH	Draft Answers to Interrogatories and Responses to Request for Production; Bate-stamp documents	4.50	
10/08/2020	WAW	Review email to and from Probate Court	0.20	No Charge
	RCD	Prepare for and participate in video conference with Judge McCulloch; emails to Judge McCulloch; conference with WAW.	1.20	
10/09/2020	WAW	Confer with co-counsel	0.20	No Charge
	RCD	Review and revise responses to discovery; review and revise Interrogatories and Requests for Production; letters (x4) to Sowell and Durant.	2.50	
	DMH	Revise and finalize Answers to Defendant's Interrogatories and Requests for Production, Certificate of Service; letter to Bess DuRant serving same and producing documents	2.30	
10/12/2020	WAW	Review email; review financial documents; confer with co-counsel; telephone conference with Michelle Moseley	0.90	No Charge
10/13/2020	WAW	Office conference with Michelle Moseley; review financial and tax records from trustee's attorney' draft memorandum; review email	4.80	No Charge
	RCD	Conference with WAW.	0.20	No Charge
10/14/2020	WAW	Review tax and financial records; Memorandum to file; confer with legal assistant; confer with co-counsel; review and revise correspondence; review correspondence from opposing counsel; Research regarding application of Uniform Principal and Income Act and other financial accountability principals; voice mail to Ted Chalgren	3.00	No Charge
	RCD	Respond to email from Amy Kelly; respond to email from Bess Durant.	0.40	
10/15/2020	WAW	Confer with co-counsel; email to Ted Chalgren; conference call with		

Jane Baskin

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
		Judge McCulloch and opposing counsel; review accounting received from DuRant; telephone conference with Michelle Moseley; draft response to Judge regarding review of accounting	5.50	No Charge
	RCD	Review so.called "accounting" received from Trustee; prepare/draft letter in response to "accounting" sent by Trustee; draft Petition; emails to/from Judge McCulloch; video conference with Judge McCulloch; conferences with WAW; numerous emails from Ms. Kemmerlin, Counsel.	3.00	
10/16/2020	WAW	Office conference with Jane Baskin; office conference with Jane Baskin and Michelle Moseley; review budget items; draft correspondence to Probate Court; confer with legal assistant; confer with co-counsel; review correspondence from Jane Baskin; email from Michelle Moseley; email to Ann Lyles at United Cerebral Palsy of SC	7.30	No Charge
	RCD	Teleconference with Mary Katherine Bagnal; email to Court and Counsel; meet with WAW and Jane; review ,edit and approve letter from WAW; review letter from Jane.	2.40	
10/18/2020	WAW	Review correspondence; confer with co-counsel; review and reply to email	0.20	No Charge
10/19/2020	RCD	Letters to various health care providers requesting medical records (upon instructions from Court)	2.10	
	WAW	Confer with legal assistant; draft correspondence; telephone conference with Michele Moseley; confer with co-counsel	0.50	No Charge
	RCD	Emails to/from Michelle Mosley.	0.20	No Charge
10/20/2020	WAW	Review and reply to email; telephone conference with Brad Beasley; voice mail to and from Rick Detwiler	0.80	No Charge
	RCD	Telephone call to Mary Katherine Bagnal.	0.20	No Charge
10/21/2020	DMH	Download and review documents produced by Amy Kelly to Judge McCulloch	0.80	
	WAW	Review and reply to email; confer with co-counsel; confer with legal assistant	0.40	No Charge
	RCD	Teleconference with Mary Katherine Bagnal; telephone calls to Michelle Nunn; teleconference with Ms. Nunn; emails to/from Judge McCullouch, Counsel; review DuRant letter to Court; respond.	2.60	
10/22/2020	RCD	Emails to/from Judge McCulloch, Counsel.	0.50	
	WAW	Confer with legal assistant; confer with co-counsel; review and reply to email; telephone conference with Shella Wolfe	1.30	No Charge
10/23/2020	WAW	Confer with legal assistant; confer with co-counsel; attend hearing before Judge McCulloch; office conference with Jane Baskin and Michelle Moseley	2.10	No Charge
	RCD	Conferences with WAW; Zoom conference with Judge McCulloch, et al; conference with Jane.	2.50	
10/24/2020	WAW	Confer with Jane Baskin and Michelle Moseley	0.30	No Charge

Jane Baskin

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Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
10/26/2020	WAW	Confer with co-counsel; review and reply to email from guardian ad litem; confer with legal assistant; email to Michele Moseley	0.40	No Charge
	RCD	Telephone call from Michelle Nunn (rescheduling meeting); email to Michelle Moseley and WAW.	0.30	No Charge
	RCD	Email from Michelle Nunn; respond; teleconference with Ms. Moseley.	0.50	
10/27/2020	WAW	Review and reply to email; confer with co-counsel; telephone conference with Michele Mosely	0.60	No Charge
10/28/2020	WAW	Meeting with Michelle Nun, co-counsel and opposing counsel at Jane Baskin's house on Summerlea Drive; confer with co-counsel; review and reply to email	1.20	No Charge
	RCD	Site visit with WAW to Summerlea house; Email to Michelle Moseley; emails to/from Michelle Nunn; teleconference with Ms. Nunn, WAW.	1.20	
10/29/2020	WAW	Review and reply to email; confer with co-counsel; telephone conference with Michele Moseley; Prepare construction list and budget information.	1.50	No Charge
	RCD	Emails to/from Bess DuRant; conferences with WAW.	0.50	
10/30/2020	RCD	Emails from Bess Durant to Judge McCulloch; respond.	0.70	
	WAW	Review email; confer with co-counsel	0.30	No Charge
10/31/2020	WAW	Review email	0.10	No Charge
11/02/2020	WAW	Review email; confer with legal assistant; confer with co-counsel; review documents	1.50	No Charge
	RCD	Email from DuRant accusing me of withholding documents; respond; Instructions to DMH; email to Michele regarding discovery; conferences with WAW.	1.50	
	RCD	Trial preparation	4.00	
11/03/2020	DMH	Receipt and review of documents produced by Bill Walkup; index same	3.10	
	WAW	Prepare for deposition; review and reply to email; telephone conference with Michelle Moseley	2.00	No Charge
	RCD	Work on supplemental discovery responses; review documents; email to DuRant; email from DuRant; respond.	1.10	
	RCD	Prepare for trial; meet with clients, witnesses	6.00	
11/04/2020	DMH	Instructions from RCD; revise Motion for Summary Judgment	1.10	
	WAW	Give deposition	6.00	No Charge
	RCD	Conference with client, Alex; deposition of Alex Weatherly (10-2:30); conferences with clients; email (tedium) from Amy Kelly; draft Motion for Summary Judgment.	6.50	
11/05/2020	WAW	Confer with co-counsel; telephone conference with Michele Moseley	0.20	No Charge
	RCD	Prepare for and attend deposition of Jane Baskin (10-1:30); conferences with Jane before and after deposition; revise Motion for Summary Judgment; legal research.	6.00	

Jane Baskin

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Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
11/06/2020	DMH	Instructions from RCD; revise Motion for Summary Judgment	1.50	
11/09/2020	RCD	Emails to/from Bess DuRant.	0.50	
11/10/2020	RCD	Conference with Jane and Michele; attend/defend Ms. Moseley's deposition (10-3 p.m.); teleconference with Michelle Nunn; emails to/from Ms. Nunn, Biff Sowell; teleconference with Alex.	7.50	
	WAW	Review and reply to email; confer with co-counsel	0.70	No Charge
11/12/2020	RCD	Email from opposing counsel; emails to/from court reporter; respond to opposing counsel; email to Michelle Nunn (responding to email from Ms. Kelly sending argumentative "budget"); email to Court, counsel; review medical records; letter to Judge McCullough.	2.50	
	WAW	Review email	0.40	No Charge
11/13/2020	RCD	Review deposition transcripts (briefly); emails to/from court reporter.	0.40	
11/16/2020	WBB	reviewing fiduciary accounting issues	0.50	No Charge
	RCD	Review 2,300 pages of documents received from Defendant's Counsel; prepare for deposition of Mr. Walkup.	6.80	
	WAW	Confer with co-counsel; research re: trust accounting records	1.50	No Charge
11/17/2020	RCD	Prepare for and take deposition of Bill Walkup (deposition 10-2:30, no lunch).	6.00	
	WAW	Prepare for and participate in deposition of William Walkup; office conference with Jane Baskin, Michele Moseley and Rick Detwiler	6.00	No Charge
11/18/2020	RCD	Email from Amy Kelly (with Baskin family tree); respond; email to Michele and Alex.	0.30	
11/19/2020	WAW	Prepare for and participate in status conference with Rick Detwiler, Judge McCulloch and opposing counsel; telephone conference with Jane Baskin; telephone conference with Michele Moseley; conference call with Michele Moseley and Jane Baskin	2.20	No Charge
	RCD	Status conference with Judge McCulloch; email to/from Sowell; review Motion to Compel.	1.80	
11/20/2020	WAW	Review and reply to email; confer with co-counsel	0.70	No Charge
	RCD	Review Scheduling Order; teleconference with Michele Mosley; email from Opposing Counsel; email from Jordan Kimmerlin; respond.	0.80	
11/22/2020	WAW	Review Probate Court Order	0.10	No Charge
11/23/2020	RCD	Emails to/from Ted Chalgren; review notice of deposition of Dr. Henderson; draft Motion to Quash Deposition subpoena.	1.80	
	DMH	Instructions from RCD; draft Motion to Quash	1.50	
11/24/2020	WAW	Review and reply to email; review supplemental pleadings; telephone conference with Ted Chalgren	0.50	No Charge
	RCD	Review Motion to Amend; email to Counsel.	0.40	

Jane Baskin

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
11/25/2020	WAW	Review responsive pleadings and Motion to Quash; review and reply to email	0.30	No Charge
	RCD	Draft Return to Motion to Amend; review and revise Motion for Summary Judgment.	1.80	
	DMH	Revise and finalize Motion to Quash, Certificate of Service and letter to Court filing and serving same	0.70	
	DMH	Instructions from RCD; draft, revise and finalize Return to Motion to Amend, Certificate of Service and letter to Court filing and serving same	1.50	
11/30/2020	WAW	Review email and Responsive Pleadings and Motions	0.20	No Charge
	RCD	Email to Michele Mosley; letter to Sowell/Durant regarding medical alert device; review Walkup deposition transcript; review and revise draft Motion for Summary Judgment.	3.00	
12/01/2020	RCD	Continue review of Walkup deposition transcript; continue reviewing, revising, and drafting Motion for Summary Judgment; email from Ted Chalgren.	2.80	
	WAW	Review email; confer with legal assistant	0.20	No Charge
12/02/2020	RCD	Continue review of Walkup deposition; continue drafting Motion for Summary Judgment; email from opposing counsel DuRant (regarding responses).	3.20	
12/03/2020	WAW	Review email	0.20	No Charge
	RCD	Finish review of Walkup deposition; revise Motion for Summary Judgment.	2.00	
	DMH	Draft, revise and finalize Plaintiff's Answer to Defendant's Second Interrogatories and Second Request for Production	1.60	
12/07/2020	WAW	Review and reply to email; review Motion for Summary Judgement; review Order of Judge Amy McCulloch	0.40	No Charge
	RCD	Review and revise Motion for Summary Judgment; file and serve same; email to Jordan Kimmerlin (law clerk to Judge McCulloch); review Order of Judge on pending Motion; emails to/from Sowell.	1.30	
12/08/2020	RCD	Revise and finalize Motion for Summary Judgment; file and serve same; letter to Judge McCulloch; emails to/from Sowell.	1.80	
	WAW	Coordinate with co-counsel in preparing and filing Motion for Summary Judgment; review email correspondence; telephone conference with Michele Moseley	2.00	No Charge
12/09/2020	RCD	Teleconference with Michele Moseley; prepare for and participate in deposition of Dr. Frampton Henderson.	1.00	
	WAW	Confer with legal assistant; review and reply to email	0.30	No Charge
12/11/2020	RCD	Email from Ms. DuRant regarding trial logistics; respond.	0.30	
	WAW	Office conference with Michele Moseley	0.30	No Charge
12/14/2020	WAW	Review correspondence; confer with co-counsel; confer with legal		

Jane Baskin

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
		assistant	0.40	No Charge
12/15/2020	WAW	Review emails and text messages between client and counsel; confer with co-counsel; review Motion for Reconsideration; confer with Michele Moseley	1.50	No Charge
	RCD	Review emails/texts ordered by Court to be produced; legal research regarding attorney-client privilege; conferences with parties; Motion to Reconsider Order; review, revise and file same; letter to Judge McCulloch; review (briefly) Motion for Summary Judgment filed by Walkup; email to Jordan Kimmerlin regarding scheduling Motion's hearing.	2.80	
	DMH	Draft and finalize Reply to Counterclaim, Certificate of Service and letter to Court filing and serving same	0.80	
12/17/2020	RCD	Emails to/from opposing counsel; review Order of Court; communication with Lee Coggiola.	0.50	
12/18/2020	RCD	Letter to Judge McCulloch with emails and texts.	0.50	
	WAW	Review and reply to email	0.40	No Charge
12/22/2020	WAW	Review and reply to email; multiple telephone conferences with Michele Moseley, Nancy Jordan, Jennifer Robinson and Rick Detwiler; research re: converting long term care benefits; email to and from Ken Wingate, Esquire	2.50	No Charge
	RCD	Review Order denying Motions for Summary Judgment; teleconference with Michele; email to Michele, Alex.	0.60	
12/23/2020	WAW	Review and reply to email	0.30	No Charge
12/24/2020	WAW	Review and reply to email from Ken wingate; confer with co-counsel; telephone conference with Ken Wingate	1.20	No Charge
12/25/2020	WAW	Review email from Ken Wingate	0.20	No Charge
12/28/2020	WAW	Review and reply to email; confer with co-counsel; telephone conference with Michele Moseley; conference call with Rick Detwiler and Ken Wingate	2.50	No Charge
12/29/2020	WAW	Confer with co-counsel; telephone conference with Ken Wingate; review and reply to email	1.50	No Charge
	DMH	Instructions from RCD; draft, revise and finalize Plaintiff's First Supplement Answers to Defendants Interrogatories, Certificate of Service and letter to Bess DuRant serving same	1.10	
12/30/2020	WAW	Office conference with Jane Baskin and Michele Moseley; review and reply to email correspondence; telephone conference with Ken Wingate; confer with co-counsel	2.50	No Charge
	DMH	Instructions from RCD; review documents; prepare case for trial	4.50	
	DMH	Draft, revise and finalize Plaintiff's Second Supplement Responses to Defendant's Interrogatories and Plaintiff's Supplemental Responses to Request for Production, Certificate of Service, letter to Bess		

Jane Baskin

February 11, 2021
File No: 6660-002M
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Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
		DuRant serving same	1.30	
	DMH	Letter to all Bess DuRant with Walkup Deposition Excerpts; export clips from Walkup Clip; conferences with Videographer re: excerpting clips	4.50	
	RCD	Meet with Michele and Jane to prepare for trial; trial preparation	3.00	
12/31/2020	WAW	Review and reply to email correspondence; confer with co-counsel; confer with legal assistant; review documents binder	0.80	No Charge
	DMH	Instructions from RCD; continue reviewing documents and preparing case for trial	2.50	
01/01/2021	WAW	Review and reply to email	0.20	No Charge
01/02/2021	WAW	Review and reply to email	0.20	No Charge
01/03/2021	WAW	Office conference with Rick Detwiler, Jane Baskin and Michele Moseley; review trial exhibits binder; review and reply to email	3.50	No Charge
	DMH	Instructions from RCD; work on documents for trial	2.00	
	RCD	Conference with Jane, WAW, Michele; trial preparation	7.50	
01/04/2021	DMH	Revise and finalize Pre-Trial Brief; email to all; continue preparing case for trial	1.50	
	WAW	Prepare for, attend and conduct Probate Court Trial	10.50	No Charge
	RCD	Trial preparation/Trial (9:30 - 6:30)	11.00	
01/05/2021	WAW	Probate Court Trial; confer with co-counsel; review lease documents; review accounting documents	7.50	No Charge
	RCD	Trial (9:30 - 5:30); conference with clients re: settlement (at Court's direction)	10.00	
01/06/2021	WAW	Settlement conference with Parties, Counsel and Judge McCulloch; confer with legal assistant; review and reply to email	4.00	No Charge
	RCD	Conferences with clients re: settlement; draft written settlement offer; present same to opposing counsel (rejected); conference with Judge MuCulloch and opposing counsel	4.50	
01/07/2021	WAW	Telephone conference with Ken Wingate, Esq.	0.20	No Charge
01/21/2021	WAW	Review and reply to email	0.10	No Charge
01/22/2021	WAW	Review and reply to email	0.10	No Charge
02/09/2021	RCD	Draft Petition for Attorneys Fees; review draft bill.	1.50	
		For Current Legal Services Rendered	185.70	55,289.50

Recapitulation

Timekeeper	Hours	Rate	Total
RICHARD C. DETWILER	144.40	$350.00	$50,540.00
Denise M. Hardwick	41.30	115.00	4,749.50

Jane Baskin

February 11, 2021
File No: 6660-002M
Statement No: 213783

Eldridge Baskin Trust f/b/o Jane E. Baskin

Fees/Costs/Advances Paid to Other Attorneys or Vendors	567.80
Court Reporter	4,164.93
Copies of Medical Records	190.10
Probate Court	150.00
Expert Witness	6,030.00
Clerk of Court	180.32
Total Advances	11,283.15
Total Current Work	66,572.65
Balance Due	$66,572.65

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.	)	
	)	

FILED
2021 FEB 12 P 2:00

I, Denise M. Hardwick, an employee of Callison Tighe & Robinson LLC, Attorneys for the Plaintiff, do hereby certify that I served copies of the **Plaintiff's Motion for Temporary Attorneys' Fees and Costs** on counsel of record by causing copies of same to be hand-delivered to them at the following address on February 12, 2020:

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

Denise M. Hardwick

Columbia, South Carolina

February 12, 2021

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NOTICE OF MOTION AND
	)	MOTION TO AMEND
William B. Walkup,	)	TEMPORARY SETTLEMENT
	)	AGREEMENT
Defendant.	)	
	)	

The Plaintiff hereby moves before this Court to amend the Temporary Settlement Agreement (the "Agreement") in this action approved by the Court on January 6, 2021.

The Agreement provided that all parties would consent to stay the litigation in this matter and that all issues not decided were to be held in abeyance with full reservation of rights in regards to litigation. The Agreement further provided that the Defendant, William B. Walkup, as Trustee, was to provide the Plaintiff, as the benefiary, the sum of $6,425.00 per month to be paid to W. Alex Weatherly, Jr., as Special Trustee, for him to distribute as needed for the care of the Plaintiff in accordance with a monthly budget set forth in the Agreement.

The total monthly budget of $7,285.00, which anticipated the use of personal funds from the Plaintiff to cover the difference between that amount and the monthly payment to be made from the Trust, included a line item to pay for caregivers for the Plaintiff, of $4,810.00. In the time intervening since the entry of the Agreement, the Plaintiff required hospitalization during the period beginning February 19, 2021 through March 4, 2021. After she returned home, the level of care required by the Plaintiff was significantly greater during the eight (8) week period while she was recovering from the illness, following her discharge from the hospital, than was

anticipated under the budget set forth in the Agreement. While Plaintiff has substantially recovered from her illness, her resulting condition is now such that she still requires additional care over and above what was originally provided for in the Agreement.

Therefore, the Plaintiff respectfully requests that the Court increase the monthly amount budgeted for caregivers by $1,625 Dollars, from $4,810 per month to $6,435.00 per month. Additionally, recent increases in Plaintiff's homeowners insurance warrants an increase in the monthly budget for that item from $75 per month to $130 per month.

Accordingly, Plaintiff respectfully requests that total monthly support from the trust be increased from $6,425 per month to $8,105 per month in order to adequately provide for the Plaintiff's needs. Furthermore, the Plaintiff respectfully requests a one-time principal distribution from the Trust in the amount of $12,187.48 to cover the additional caregiver costs incurred by the Plaintiff while she was recovering from her illness as demonstrated by accountings filed with the Court by the Special Trustee and as explained in his letter to the court dated July16, 2021.

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
Email: rickdetwiler@callisontighe.com
ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina
June 16th, 2021

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
vs.	)	**DEFENDANT'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S PROPOSED ORDER ON PLAINTIFF'S PETITION FOR ATTORNEYS' FEES AND COSTS (*PENDENTE LITE*)**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

Defendant William B. Walkup ("Walkup") hereby submits this memorandum in opposition to the proposed order submitted by Plaintiff Jane E. Baskin ("Baskin") awarding attorney's fees to Baskin. Walkup has also submitted a letter to this Court on July 27, 2021 and incorporates its arguments into this memorandum as well. A copy of this letter is attached hereto as **Exhibit A**. The proposed order is improper for various reasons, which are as follows:

1. Such an award of attorney's fees at this stage would violate due process. The Fourteenth Amendment to the U.S. Constitution provides that "nor shall any State deprive any person of life, liberty, or property, without due process of law...." "The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner." *S.C. Dep't of Soc. Servs. v. Wilson*, 352 S.C. 445, 452, 574 S.E.2d 730, 733–34 (2002). While procedural due process requirements are not technical, "the United States Supreme Court has held, however, that at a minimum certain elements must be present. These include (1) adequate notice; (2) adequate opportunity for a hearing; (3) the right to introduce evidence; and (4) the right to confront and cross-examine witnesses." *In re Vora*, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).

Walkup has not had an opportunity to put up his case. The matter has been temporarily stayed, and there has been no lift of stay issued by this Court. This matter was stayed before Walkup had an opportunity to put up his case in this matter, and no order or award regarding the merits can be issued against Walkup until he has had an opportunity to proffer his case. This Court has issued no order on the merits and has only heard Baskin's case. It would be violative of due process for the Court to pass judgment on Walkup without hearing his case.

2. A settlement cannot form the basis of an attorney's fee award. This Court has not issued an order that has granted any of the relief sought by Baskin. In her initial Petition, she sought to remove Walkup as her Trustee. In the Temporary Settlement Agreement, Walkup agreed to remain as Trustee, managing her money, and Alex Weatherly would step in as Special Trustee to interact with Baskin and make specific distributions to her from his firm's trust account. There is no order removing Walkup as trustee – the relief sought by Baskin. Consideration by a court of a settlement agreement is verboten and cannot support an award for attorney's fees. As stated by Rule 408 of the South Carolina Rules of Evidence,

> Evidence of (1) furnishing or offering or promising to furnish, or (2) accepting or offering or promising to accept, a valuable consideration in compromising or attempting to compromise a claim which was disputed as to either validity or amount, is not admissible to prove liability for or invalidity of the claim or its amount. Evidence of conduct or statements made in compromise negotiations is likewise not admissible...

Here, Baskin is claiming that because Walkup no longer controls her day to day spending habits and Weatherly is now her special trustee, she is entitled to an award of attorney's fees. This is flatly incorrect. Similarly, Baskin uses settlement communications with Walkup's former lawyer to say that because her earlier request for settlement was less that what she received through the Temporary Settlement Agreement she is entitled to an attorney's fee award. Again, it is against the basic tenets of South Carolina law for a court to consider any settlement agreement to establish

any liability or the viability of a claim. Consequently, a settlement agreement, itself, cannot provide the basis for an award of attorney's fees. Equity and justice do not countenance such a flawed award of attorney's fees. *See* S.C. Code Ann. § 62-7-1004 ("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.").

3. Requests for *pendente lite* attorney fee awards in the probate courts are improper. A simple search of "pendente lite" in Westlaw shows that it only appears in the family court and *pendente lite* injunctions, i.e. preliminary injunctions. Defendant's counsel can find no mention of, let alone an award of, *pendente lite* attorney's fees in any South Carolina probate court in Westlaw. Moreover, stretching to issue a *pendente lite* award of attorney's fees against Walkup, individually, only adds insult to injury. He has not had an opportunity to put up his case, and now, Baskin wants this Court to issue an award of attorney's fees against him personally.

A study of Baskin's recent accounting shows that she spent over $10,500 of her own money over the past six months. Similarly, it shows her Special Trustee failed to spend money on several of the line items he agreed to do so in the Temporary Settlement Agreement. (See letter from Alex Weatherly to Judge McCulloch, dated July 16, 2021, attached hereto as **Exhibit B.**) For example, the Special Trustee spent $42,570.01 on caretakers; $375.43 on electricity; $544.86 on pharmacy bills; $513.85 on property taxes. For the other 12 line items budgeted, either Jane or no one paid for those items from January to June of 2021. It must be noted that Baskin, her lawyers, and Michele Moseley set the line items and their respective budgeted amounts without any input or objection from the Trustee or his counsel. Baskin and her counsel were in 100% control of her budget. Now, they have abused the budget and are asking for more money.

Understandably, everyone cannot plan for every contingency. But paying for only 4 of the budgeted line items, Baskin's mysteriously having spent over $10,500 to pay for other items when the evidence does not show she had access to these funds earlier, and a request for an additional $1,700 per month raises serious questions about the success of the temporary settlement. Not to mention, no supporting documents have been submitted regarding any of the Baskin expenses. Stated differently, they have not succeeded at meeting their own budget. Walkup has lived up to his part of the deal; Baskin's Special Trustee has not. Baskin could ask for the fees to come from her trust funds, but she chose to go after Walkup, personally, for the fees. This is not a case where the Court needs to create new law to go after an individual who has not even had the chance to state his case. A *pendente lite* award has no place in this case.

4. There is no waiver by Walkup of any objections to Baskin's petition for attorney's fees. There could be no litigation of this matter from the moment the parties agreed to the stay on January 6, 2021 until this Court issues a lift of stay. In fact, consideration of Baskin's petition for attorney's fees was premature and without proper jurisdiction as no lift of stay had been issued before the Court notified Baskin's counsel to draft an award granting attorney's fees. Stated simply, this case has been stayed, "including the issue of attorney's fees[,]" since the parties entered into the Voluntary Settlement Agreement on January 6, 2021. Baskin's petition for attorney's fees was in violation of the stay, and cannot be considered.

In sum, there is no equity or justice that could support an award for attorney's fees at this stage. Traditional notions of due process provide that a litigant has an opportunity to be heard, and Walkup has not had his. No award of attorney's fees should be issued when the record does not support one. Moreover, the probate court is not a court that issues *pendente lite* attorney's fees awards. Baskin cannot look to a settlement agreement and settlement negotiations leading up to

litigation to argue that she is some sort of "prevailing party" entitled to an award of attorney's fees. To do so violates a well-established rule of evidence. In fact, issuing an award in this case, under these circumstances, would accomplish the exact problem Rule 408, SCRE, seeks to prevent – refusals to settle for fear of being hit with an attorney's fee award. But even trumping this most valid and vital concern is due process. Respectfully, courts cannot issue awards against a person without hearing from him first. Walkup and all other litigants deserve due process. This award would deprive Walkup of his most fundamental rights.

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 Defendant William B. Walkup

Columbia, South Carolina

August 2, 2021

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.	)	
	)	

Exhibit A

DEFENDANT'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S PROPOSED ORDER ON PLAINTIFF'S PETITION FOR ATTORNEYS' FEES AND COSTS (PENDENTE LITE)

Defendant Walkup's letter to the Probate Court dated July 27, 2021

SOWELL + DuRANT

July 27, 2021

VIA EMAIL AND U.S. MAIL

The Honorable Amy McCulloch
Richland County Probate Court
1701 Main Street
Columbia SC 29201

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

Dear Judge McCulloch:

Today, we have received an email from your clerk of court, asking Mr. Rick Detwiler to prepare a proposed order granting his motion for attorney's fees. We believe this is a premature request and order.

As you recall, in the Temporary Settlement Agreement ("Temporary Agreement"), the first term of the Agreement states "[t]he litigation is 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." This Court has not heard Mr. Walkup's case. The parties entered into this Temporary Agreement before Mr. Walkup had an opportunity to be heard.

Now, we understand that you are prepared to issue an award of attorney's fees before our client has had an opportunity to be heard, and therefore, we are forced to object. If Ms. Baskin insists on pursuing her attorney's fees, we must insist on putting up our case.

Justice, equity, and due process do not permit an award of attorney's fees when the Mr. Walkup has not had an opportunity to be heard by this Court. *See* S.C. Code Ann. § 62-7-1004. Before an award of attorney's fees is issued, Mr. Walkup must insist on putting up his case before this Court to present his side of the facts and law, support his reputation that has been challenged by Ms. Baskin, and preserve the record.

Thank you for your consideration of this matter, and please advise how you would like to proceed. We respectfully request a status conference with you and opposing counsel to discuss this issue.

BESS J. DuRANT
Member

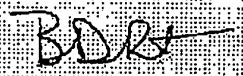
sowelldurant.com
803.732.1100

803.732.1102 (direct)
bdurant@sowelldurant.com

1325 Park Street, Suite 100
Columbia, SC 29201

a South Carolina Limited Liability Company

Very truly yours,



Bess J. DuRant

BJD:aak

cc: Rick Detwiler, Esquire (via email)
Lori Elrod (via email)
William B. Walkup

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.	)	
	)	

Exhibit B

DEFENDANT'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S PROPOSED ORDER ON PLAINTIFF'S PETITION FOR ATTORNEYS' FEES AND COSTS (PENDENTE LITE)

Letter from Alex Weatherly to Judge McCulloch, dated July 16, 2021

CALLISON TIGHE

July 16, 2021

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 June 2021 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. This letter constitutes my progress report to the Court as required under Section 10 of the Agreement.

In my prior two letters to the Court transmitting earlier Accountings, I noted that the Plaintiff, Jane E. Baskin, had to be hospitalized for two weeks in February 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 Agreement. Of course, because she was mostly bedridden and inactive, other expenses were not as great as expected during that time.

Included with this letter is a summary of the total expenditures on Jane's behalf during the period from January 6, 2021 through June 30, 2021. The summary not only shows the accounting for the disbursement of funds distributed 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 total expenditures exceeded her monthly budget by an average amount of $1803.86 per month. However, looking at the first line item of the summary, the most significant overage was for the additional care giver compensation which averaged $2834.52 over budget per month. But for this item, the total expenditures for Jane would have been under budget on average by the amount of $1030.66 per month (i.e. $1803.86- $2834.52).

Jane has now substantially recovered from her illness, but nevertheless still requires more care than she did before she went into the hospital. The Agreement contemplated a budgeted amount needed to provide for approximately 74 hours of care at a rate of $15.00 per hour each week. Jane now believes that given her current condition, she needs care for an additional 25 hours per week. At $15.00 per hour, that adds up to an additional $375 per week, or $1,625 per month. Additionally, due to an endorsement added to Jane's homeowner's insurance to cover potential injuries to Jane's caregivers, the budget for homeowner's insurance needs to be increased from $75.00 to $130.00 per month.

Accordingly, we are asking the Court to approve an increase in the monthly amount to be paid from the Trust for Jane's total care in the amount of $1,680, thus raising the total monthly amount to be

paid from $6,425 per month to $8105 per month. Additionally, until Mr. Walkup is able to complete the process to have Jane's annuity payments made directly to her individually, we also request that such annuity payment, in the amount of $381.50 per month, continue to be added to the monthly disbursement from the Trust, bringing the total amount to be distributed to $8,486.50.

Furthermore, due to the additional funds for Jane's care during her 2-week hospital stay and the 8-week recovery period that followed, funds have had to be allocated from the other budgetary amounts included in the Agreement.

As a result of the extraordinary expenditures required due to Jane's illness, from which she has now, thankfully recovered for the most part, Jane is requesting a one time distribution from the Trust in the amount of $12,187.48 in order to recoup the additional expenditures she had to incur while she was sick. This amount has been calculated based on the average weekly caregiver expense over the 8-week period during which Jane was bedridden, during which she required around the clock care, less the average weekly caregiver expense Jane was incurring prior to her hospitalization.

By copy of this letter, we are notifying counsel for the Defendant about this proposed increase in the monthly distribution amount.

We respectfully request that the Court advise us as to how it would like us to proceed with this request. A Motion to authorize the proposed increase is being separately filed with the Court. On the other hand, if the Defendant through his counsel is willing to consent to the proposed increase, which is relatively modest in amount, and totally justified based on the facts outlined above, we will gladly draft a Consent Order for all parties to consider.

Respectfully,

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

WAWjr/mgj
Enclosure

cc: Richard C. Detwiler, Esquire
Bess J. DuRant, Esquire
Mr. William B. Walkup
Ms. Jane E. Baskin

Jane E. Baskin
Summary of Expenditures
Actual -vs- Bduget
January - June, 2021

Line Item	Monthly Expenditures: Amount Paid By Jane Baskin	Amount Paid By Special Trustee	Total	Monthly Average (6 Mths)	Monthly Budget	Over (Under) Budget	Percentage Variance	
Caregivers	3,297.13	42,570.01	45,867.14	7,644.52	4,810.00	2,834.52	58.93%	(1)
Mortgage	0.00	0.00	0.00	0.00	150.00	(150.00)	-100.00%	(2)
Electricity	882.59	375.43	1,258.02	209.67	300.00	(90.33)	-30.11%	
Water	266.09	0.00	266.09	44.35	60.00	(15.65)	-26.09%	
Cable	357.31	0.00	357.31	59.55	120.00	(60.45)	-50.37%	
Telephone	0.00	0.00	0.00	0.00	75.00	(75.00)	-100.00%	(3)
Pharmacy	1,011.68	544.86	1,556.54	259.42	120.00	139.42	116.19%	(4)
Veterinarian	488.23	0.00	488.23	81.37	75.00	6.37	8.50%	
Boost, Etc. Supplies	526.12	0.00	526.12	87.69	250.00	(162.31)	-64.93%	
Home Owners Insurance	257.61	0.00	257.61	42.94	75.00	(32.07)	-42.75%	
Property Taxes	0.00	513.85	513.85	85.64	50.00	35.64	71.28%	(5)
Food, Dog Food Treats	1,149.64	0.00	1,149.64	191.61	650.00	(458.39)	-70.52%	
Clothing	0.00	0.00	0.00	0.00	250.00	(250.00)	-100.00%	
Dining Out	263.06	0.00	263.06	43.84	150.00	(106.16)	-70.77%	
Dentists - Medical Equipment	1,241.23	0.00	1,241.23	206.87	0.00	206.87	100.00%	(6)
Miscellaneous	788.29	0.00	788.29	131.38	150.00	(18.62)	-12.41%	
Total Expenditures/Budget	10,528.98	44,004.15	54,533.13	9,088.86	7,285.00	1,803.86	24.76%	(1)

Explanation of Significant Variances

(1) As previously reported to the Court, Jane had to be admitted into Prysma Health in February 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 now requires more care than was originally anticipated at the time of the Temporary Settlement Agreement. It is anticipated that going forward, Jane will require care for an additional 25 hours per week, at an average additional costs of $25 per month. But for the overage in this one item, Jane's total expenditures would have been under budget by an an average monthly amount of $1,030.66 (i.e. 1,803.86 - 2,834.52) or 14.15%.

(2) When Jane became ill, her mortgage lender, who is a close personal friend, agreed to a six month extension of time to commence mortgage payments.

(3) 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.

(4) During Jane's illness, she was on significantly higher levels of presecription medication and also required significantly more medical supplies purchase from the pharmacy. Now that she has significantly recovered, these expenditures have tapered off, and it is expected that going forward they should remain within the original budget amount.

(5) Property taxes are paid once per year and are not due again until next January. As the monthly budget continues to accrue, this overage will be elimnated.

(6) The budget set forth in the Temporary Settlement Agreement did not contain a separatae line item for Janes individual medical expenses over and above what is covered by Medicare. During the six month period reflected above, Jane incurred dental expenses of $375.50. Additionally, she has had to rent medical equipment used in her recovery and rehabilitation which makes up the balance of this expense item.

STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
COUNTY OF: RICHLAND)
)
IN THE MATTER OF: JANE E. BASKIN)
) CASE NUMBER: 2020 GC40 72

☐ FINAL
☑ INTERIM #6

The undersigned Trustee submits this accounting, which covers the period from June 1, 2021 through June 30, 2021.

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

	Income	Principal	Total *
Beginning Balance	0.00	$ 611.85	$ 611.85
Plus: Receipts	0.00	9,227.85	9,227.85
Subtotal	0.00	9,839.70	9,839.70
Less: Disbursements	0.00	6,060.00	6,060.00
Ending Balance	0.00	$ 3,779.70	$ 3,779.70

** 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 16th day of July, 2021

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	
6/11/2021 Ck. #20922 Columbia Cash Reserves	$ 513.85	**Caregivers:**	
6/11/2021 Ck. #20923 Columbia Cash Reserves	$ 1,907.50	**Jenny Vega:**	
6/14/2021 Ck. #1035 Columbia Cash Reserves	$ 6,806.50	6/04/21 Ck. No. 121704	$ 600.00
(Baskin		6/11/21 Ck. No. 121734	$ 600.00
		6/18/21 Ck. No. 40077	$ 645.00
		6/25/21 Ck. No. 40087	$ 585.00
		Sub-Total:	**$2,430.00**
		Michele Moseley:	
		6/04/21 Ck. No. 121703	$ 75.00
		6/11/21 Ck. No. 121733	$ 45.00
		6/18/21 Ck. No. 40073	$ 30.00
		6/25/21 Ck. No. 40088	$ 720.00
		Sub-Total:	**$ 870.00**
		Beverly Roberts:	
		6/04/21 Ck. No. 121706	$ 225.00
		6/11/21 Ck. No. 121736	$ 225.00
		6/18/21 Ck. No. 40074	$ 225.00
		6/25/21 Ck. No. 40084	$ 225.00
		Sub-Total	**$ 900.00**
		Sheila Wolfe:	
		6/04/21 Ck. No. 121707	$ 225.00
		6/11/21 Ck. No. 121737	$ 240.00
		6/18/21 Ck. No. 40076	$ 240.00
		6/25/21 Ck. No. 40086	$ 255.00
		Sub-Total:	**$ 960.00**
		Te'Alsa Dukes:	
		6/04/21 Ck. No. 121705	$ 180.00
		6/11/21 Ck. No. 121735	$ 225.00
		6/18/21 Ck. No. 40075	$ 225.00
		5/28/21 Ck. No. 40085	$ 225.00
		Sub-Total:	**$ 855.00**
		Shundel Brown:	
		6/04/21 Ck. No. 121708	$ 45.00
		Sub-Total:	**$ 45.00**
			Total Caregivers: $ 6,060.00
Total Assets & Receipts:	**$ 9,227.85**	**Total Disbursements:**	**$ 6,060.00**

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, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Defendant William B. Walkup*, do hereby certify that I have served all counsel in this action with a copy of the documents specified below by mailing a copy of the same by emailing and sending by United States Mail, postage prepaid, to the following addresses:

Documents: Defendant's Memorandum in Opposition to Plaintiff's Proposed Order on Plaintiff's Petition for Attorneys' Fees and Costs (*Pendente Lite*)

Counsel Served:

Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Attorneys for Plaintiff

W. Alex Weatherly, Jr., Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Special Trustee for Jane E. Baskin

Amy A Kelly
Amy A. Kelly

August 2, 2021

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
vs.	)	
	)	**MOTION**
William B. Walkup,	)	**FOR RECUSAL**
	)	
Defendant.	)	
	)	

2021 NOV 19 P 12:52

Defendant William B. Walkup respectfully submits this Motion for Recusal asking the Honorable Amy W. McCulloch, Richland County Probate Court Judge, to recuse herself in this matter and further asking that the case be heard by a judge in another probate court, pursuant to customary procedure.

This motion is based upon Defendant's reasonable belief that Defendant has not received and will not receive a fair and impartial determination of the merits in this case. It is further based upon Canons 2(A) and 3(E)(1)(a) of the Code of Judicial Conduct and the case law of this state.

FACTS

A partial merits hearing was conducted in this matter on January 4-6, 2021. Before a conclusion of the evidence, the Court suggested a temporary settlement which Defendant agreed to, reserving all rights with respect to the issue of attorneys' fees and costs. The matter was stayed until July 2021 when the Court scheduled a status conference for October 12, 2021.

On July 27, 2021, Defendant received an email from the Clerk of Court, asking Plaintiff's counsel to prepare a proposed order granting his motion for attorneys' fees. This request was transmitted despite the facts that (1) the matter was stayed and (2) the Defendant's evidence had not been fully presented. Defendant presented his Memorandum in Opposition to Plaintiff's

Proposed Order on Plaintiff's Petition for Attorney's Fees and Costs (*Pendente Lite*) on August 2, 2021, and the Court then deferred the issue to the status conference scheduled for October 12. The status conference turned into an emergency hearing, and in chambers, during the hearing on October 12, Judge McCulloch stated that she was going to make an award of Plaintiff's attorneys' fees against the Defendant. This determination and conclusion was reached before Defendant had presented substantial portions of his case and evidence. It was made known to the Court on January 6 that Defendant intended to present several witnesses, including an expert, at a resumed hearing on the merits. Defendant also believes he is entitled to judgment as a matter of law, as previously argued in his motion for summary judgment, but that issue has neither been argued nor considered, and therefore any determination beforehand of the issue of attorneys' fees is premature and unlawful because the Court has not heard the Defendant's evidence or arguments on the merits. Most importantly, any such determination is improper and therefore warrants Judge McCulloch's recusal from any further participation in this matter. Defendant also requests that the case be stayed, including any rulings on pending motions, until resolution of this Motion.

ARGUMENT

The Code of Judicial Conduct in SCACR 501 requires that a judge perform judicial duties without bias and prejudice and not manifest in the performance of judicial duties bias and prejudice by words and conduct (Canon 3(B) (7)). Furthermore, a judge must accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law. (Canon 3 (B)(7)). And a judge, while a proceeding is pending in her Court, must not make public comment that might reasonably be expected to affect its outcome or impair its fairness and/or make non-public comment that will substantially interfere with a fair trial or hearing. These mandates are intended to preclude a judge from showing impropriety, prejudice, and bias. Such conduct

creates in reasonable minds the perception that the judge's ability to carry out judicial responsibilities with integrity, impartiality and competence is impaired. (Canon 2(A) and Commentary, SCACR 501).

Defendant asserts that the partiality, bias, and prejudice that Judge McCulloch has demonstrated in this case make a fair judgment impossible. On two occasions the Judge has shown her willingness to rule against the Defendant before hearing his evidence. As such, Judge McCulloch is required to disqualify herself from further proceedings in this matter pursuant to Canon 3(E), SCACR No. 501. That Canon states: "1) A judge shall disqualify herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where: (a) the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding." Judge McCulloch's personal bias or prejudice is demonstrated by her willingness to form opinions and pre-judge the case without first hearing the Defendant's arguments and evidence. This is not a case where prejudice and bias are gleaned from results after the fact. Instead Judge McCulloch has expressed her partiality, bias, and prejudice upfront, without hearing all of the arguments and evidence. Absent recusal, she will continue to preside from the perspective of her clearly stated bias and prejudice. The demonstrated apparent or actual bias or prejudice against Defendant requires disqualification or recusal. A judge should disqualify herself in a proceeding in which her impartiality might be questioned. *Mallet v. Mallet*, 323 SC 141, 147, 473 S.E. 2d 804, 808 (Ct. App. 1996). "Both the appearance and reality of impartial justice are necessary to the public legitimacy of judicial pronouncements and thus to the rule of law itself." The Due Process Clause of the U.S. Constitution entitles a person to an impartial and disinterested tribunal in all cases. *Williams v. Pennsylvania*, 136 S. Ct. 1899, 1905 (2016).

CONCLUSION

For the reasons stated hereinabove, it is respectfully requested that Judge McCulloch recuse herself from any further participation in this matter.

SOWELL & DuRANT, LLC

By: Thornwell F Sowell III

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

Attorneys for Defendant William B. Walkup

Columbia, South Carolina
November 16, 2021

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, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Defendant William B. Walkup*, do hereby certify that I have served all counsel in this action with a copy of the documents specified below by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Documents: Defendant's Motion for Recusal

Counsel Served: Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Attorneys for Plaintiff

W. Alex Weatherly, Jr., Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Special Trustee for Jane E. Baskin

Amy A. Kelly

November 16, 2021

STATE OF SOUTH CAROLINA)	IN THE PROBATE COURT
)	
COUNTY OF RICHLAND)	CASE NO. 2020-GC-40-0072
Jane E. Baskin,)	
)	
Plaintiff,)	
)	**REPLY TO MOTION FOR RECUSAL**
vs.)	
)	
William B. Walkup,)	
)	
Defendant.)	
)	

This Reply to Defendant's Motion for Recusal is respectfully submitted on behalf of the Plaintiff, Jane E. Baskin.

BACKGROUND:

This matter began on July 20, 2020, with the filing of a summons and complaint seeking two things: removal of the trustee and an accounting. The Plaintiff, Jane Baskin, is a severely handicapped person with the debilitating illness of cerebral palsy. Her father established a testamentary trust on September 20, 1990, for her benefit, naming William B. Walkup, the Defendant here, as the trustee. Jane's father died shortly thereafter.

On January 6, 2021, the matter was set for trial. Ms. Baskin presented her case in one day, which included her testimony, the testimony of Michele Moseley, her longtime friend, personal caregiver, and attorney in fact, and Kenneth Wingate, a well-known estate planning and probate lawyer in Columbia.

On the second day of trial, the Defendant trustee testified all day. He was the sole witness. At no point did he deny that he had failed to provide adequate, timely, and regular

accountings for the trust. His testimony also corroborated the testimony of the Plaintiff and Ms. Moseley that he had been effectively controlling Ms. Baskin's person, as de facto guardian, not just her trust funds. The trustee admitted that he had forced her to move from her house into an apartment which he owned and benefited from. The trustee admitted that he had controlled her personal funds, not just trust funds, against her will. The trustee did not deny that he had failed to provide Ms. Baskin adequate funds to purchase even the most basic items, such as Depends undergarments, and had failed to allow her adequate funds for caregivers that she needed.

At the conclusion of the second day of trial, the court directed the parties to consider settlement. On the morning of the third day of trial, the Plaintiff presented a written settlement proposal to the Defendant which was rejected. Further discussions ensued and, with the court's intervention in an effort to help the parties find middle ground that would allow Ms. Baskin to gain the freedom from the defendant Trustee she was seeking while at the same time avoiding the more drastic remedy of removing the Trustee entirely, as sought by the Plaintiff, the parties agreed to what was termed a "Temporary Settlement Agreement". This Agreement called for the parties to give a status report to the Court in July of 2021, and in response to the reports submitted and other motions filed with the court during the time intervening since the original trial, a follow-up status conference was ultimately set for October 12, 2021.

The status conference was held as scheduled by zoom. At that conference, the Defendant's attorney, Thornwell F. Sowell, announced, for the first time, that it was the Defendant's position that the Temporary Settlement Agreement had "expired" and he was

under no further obligations thereunder. As a result of this position, heard by all for the first time at the status conference, the Court considered the matter an emergency and set a hearing for that afternoon.

At the Emergency Hearing, Mr. Sowell restated the Defendant's position that the parties' settlement, brokered by the Court, was of no further effect and that the Trustee had absolutely no further obligation whatsoever thereunder. Notably, at the Emergency Hearing, the trustee also took the position that Mr. Weatherly had "breached" his agreement as Special Trustee under the Temporary Settlement Agreement and that Mr. Weatherly had not provided accountings to Mr. Walkup since the Agreement became effective, a position that was shown to be demonstrably false. The accountings were shown to Mr. Walkup and his counsel at the hearing and were accepted as satisfactory. Finally, at the emergency hearing, Mr. Walkup was given an opportunity to address the court, affording him the opportunity to tell the court whatever he wanted. In something of a rambling diatribe, Mr. Walkup addressed his wounded feelings and other matters, none of which addressed matters presented by the pleadings, the accountings, or Ms. Baskin's current circumstances.

Following the Emergency Hearing, the court issued its Order Regarding Emergency Hearing, dated October 29, 2021, which addressed the issues brought before the Court during the hearing. The Court rejected the allegations made by the Defendant about Mr. Weatherly's performance as Special Trustee, stating that, "the Court finds that he has handled the funds entrusted to him reasonably and in accordance with the Agreement." Specifically pertinent to the Defendant's Motion for Recusal, the Court held:

- The Court hereby affirms that the Temporary Settlement Agreement remains in effect and controlling in this case moving forward, until further order of this Court or agreement of the parties. (Order, A, p.3.)

- The conclusion of the trial in this matter is set for December 21, 2021 and December 22, 2021. (Order, C, p.3.)

STANDARD:

"Under South Carolina law, if there is no evidence of judicial prejudice, a judge's failure to disqualify [herself] will not be reversed on appeal." *Patel v. Patel, 359 S.C. 515, 524, 599 S.E.2d 114, 118 (2004).*

South Carolina's Code of Judicial Conduct states, "A judge shall avoid impropriety and the appearance of impropriety in all of the judge's activities. *Simpson v. Simpson*, 377 S.C. 519, 660 S.E.2d 274 (2008), citing Canon 2 of the Code of Judicial Conduct, Rule 501, SCACR. The Code requires a judge to "disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned . . .." Canon 2 of the Code of Judicial Conduct, Rule 501, SCACR. When disqualification is not required, however, the Code states, "A judge shall hear and decide matters assigned to the judge . . .." Canon 3(B)(1) of the Code of Judicial Conduct, Rule 501, SCACR. "A judge's impartiality might reasonably be questioned when his [or her] factual findings are not supported by the record." Id, citing *Patel, 359 S.C. at 524, 599 S.E.2d at 118.*

The party seeking disqualification must do more than merely allege bias on the judge's behalf; the party must present some evidence of judicial prejudice or bias. Id. at 524, 599 S.E.2d at 118. "In applying Canon 3[(E)](1), the South Carolina Supreme Court has stated that the movant or petitioner must show some evidence of the bias or prejudice

of the judge." *Lyvers v. Lyvers, 280 S.C. 361, 367, 312 S.E.2d 590, 594 (Ct. App. 1984)* (internal quotations and citations omitted). When an appellant offers no evidence to support his claim of partiality, the trial judge is correct to deny a Motion for Recusal. See *Christensen v. Mikell, 324 S.C. 70, 74, 476 S.E.2d 692, 694 (1996)* ("Appellant offered no evidence to support his claim of partiality. Accordingly, the trial judge properly denied the Motion to Recuse.").

When disqualification is not required, the South Carolina Code of Judicial Conduct holds, "A judge *shall* hear and decide matters assigned to the judge . . .." Canon 3(B)(1) of the Code of Judicial Conduct, Rule 501, SCACR (emphasis added). This duty has been recognized and imposed in both state and federal courts. See, *McBeth v. Nissan Motor Corp. U.S.A., 921 F. Supp. 1473, 1477 (D.S.C. 1996)* ("No judge, of course, has a duty to sit where his impartiality might be reasonably questioned."); *Barritt v. State, No. CACR06-1261, 2007 Ark. App. LEXIS 619, 2007 WL 2713593, at *6 (Ark. Ct. App. Sept. 19, 2007)* ("When recusal is in issue, this court has held that a judge has a duty to sit on a case unless there is a valid reason to disqualify . . . .") (internal citations omitted); *In re Turney, 311 Md. 246, 533 A.2d 916, 920 (Md. 1987)* ("Moreover, a judge's duty to sit where not disqualified is equally as strong as the duty not to sit where disqualified."); *Adair v. State, 474 Mich. 1027, 709 N.W.2d 567, 579 (Mich. 2006)* ("[W]here the standards governing disqualification have not been met, disqualification is not optional; rather, it is prohibited.")(Internal quotations and citations omitted); *Millen v. Eighth Judicial Dist. ex rel. County of Clark, 148 P.3d 694, 700 (Nev. 2006)* ("Thus, a judge has a general duty to sit, unless a judicial canon, statute, or rule requires the judge's

disqualification."); *Tennant v. Marion Health Care Found., Inc., 194 W. Va. 97, 459 S.E.2d 374, 385 (W. Va. 1995)* ("Also important, however, is the rule that a judge has an equally strong duty to sit where there is no valid reason for recusal."). *Simpson v. Simpson, 377 S.C. 519, 660 S.E.2d 274 (2008).*

"The fact [that] a trial judge ultimately rules against a litigant is not proof of prejudice by the judge, even if it is later held the judge committed errors in his rulings.") (citation omitted). Mere conjecture cannot support a recusal motion. *See 46 Am. Jur. 2d Judges § 208* (1994) ("Allegations of facts that are merely frivolous or fanciful will not support a motion to disqualify on the ground of prejudice, nor will conclusory statements, conjecture, or innuendo be sufficient to support a motion for disqualification.").

"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". In *Davis*, the Court noted that the Appellant's Motion for Recusal was filed nearly two years following her disclosure to the parties of a potential conflict. The Court held, "[t]herefore, the recusal motion appears to be nothing more than a last-ditch effort to delay the Court's filing of that order [of dismissal]. Thus, we also find Appellants' motion for recusal untimely." *Davis v. Parkview Apts., 409 S.C. 266, 762 S.E.2d 535 (2014).*

DISCUSSION:

On November 16, 2021, Defendant filed this Motion for Recusal. The bases for the Defendant's motion are two:

1. On July 27, 2021, the parties received an email from Judge McCulloch's clerk asking Plaintiff's counsel to prepare a proposed order granting his

Petition for Attorneys' Fees and Costs (Pendente Lite), dated February 12, 2021.

2. According to the Defendant's motion, at the aforementioned Emergency Hearing (the genesis of which was left deliberately unclear in the Defendant's Motion for Recusal), "Judge McCulloch stated that she was going to make an award of Plaintiff's attorneys fees against the Defendant."

The Defendant's Motion for Recusal was filed nine months after the Petition for Attorneys' Fees was filed and fully four months after the Judge's clerk sent her email to counsel asking for a proposed order granting the Petition. The Defendant offers no explanation for this delay, reasonable or otherwise. The Motion for Recusal is untimely. See, *Davis*, Id. (based upon its timing, the Motion for Recusal appears to be for the purpose of delaying the administration of justice and the ultimate disposition of the case); See, also, Rule 11, SCRCP (*The written or electronic signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information and belief there is good ground to support it; and that it is not interposed for delay*).

Perhaps more to the point, at the time of the Clerk's email, Defendant's counsel objected vehemently to the instructions, thereafter, filing a lengthy brief in opposition, arguing that the matter was stayed and that the Defendant's evidence had not been presented. *As a result, no order granting attorneys' fees was issued.* Thus, the Court's actions had the practical effect of sustaining of the Defendant's objection to the Petition. Certainly, the Defendant cannot seriously suggest that there is evidence of bias or prejudice where the Defendant's objection to Plaintiff's Petition *was sustained by the*

court. "Mere conjecture cannot support a recusal motion." *See 46 Am. Jur. 2d Judges § 208* (1994) ("*Allegations of facts that are merely frivolous or fanciful will not support a motion to disqualify on the ground of prejudice, nor will conclusory statements, conjecture, or innuendo be sufficient to support a motion for disqualification.*").

Perhaps the more disturbing ground for the Defendant's Motion for Recusal is the unsubstantiated allegation of a statement made *in chambers* by Judge McCulloch, as alleged by defense counsel Mr. Sowell. Of course, there is no record of such a statement, as alleged by Mr. Sowell, and it is a fact that no order awarding attorneys' fees and costs has been issued.

The undersigned counsel, as an officer of this court, was present in chambers at the time when Mr. Sowell alleges such statement was made, and the undersigned flatly denies that such a bald statement was made by the Court. Indeed, the undersigned would submit that there was a discussion in chambers in which the Court made every attempt, at every turn, to understand Mr. Sowell's newly announced position (leading to the Emergency Hearing) that the Temporary Settlement Agreement was no longer in effect, a position that he could not and never did explain.

It is a fact that Mr. Sowell, as counsel for the Defendant, has openly demonstrated enmity and disrespect for the court throughout this litigation, arguably to reach the point at which we now find ourselves today. At the original hearing in January 2021, Mr. Sowell was called to task about his disrespectful behavior toward the Court. The position he took at the Emergency Hearing that the Temporary Settlement Agreement was of no further force and effect was wholly without merit, specious, and intentionally inflammatory. It

would not be unreasonable to conclude that counsel's behavior has been intended to frustrate the Court and provoke the Judge's ire, if not recusal.

Ostensibly, litigation is a search for the truth. It is not a zero-sum game. The lawyers involved have an obligation to respect the court, the process and each other, and to do right. The Eldridge Baskin Trust exists for the sole benefit of Jane Baskin, an elderly person with debilitating disease. Yet, the Trustee has made every effort to control Ms. Baskin's entire life by meagerly dispensing her money as only he saw fit, without regard to her needs. For two years prior to bringing this action, Ms. Baskin, through her attorney, attempted to come to some resolution with the trustee about how best to address her acute and long- term needs and even offered an arrangement to the Trustee not unlike that which the Court ultimately approved in the Temporary Settlement Agreement. Despite the plaintiff's reasonable best efforts to find a mutually acceptable solution, the trustee was completely intransigent, as the evidence reflects. After the complaint was filed, the trustee still refused to provide a full accounting of the Trust, until the court insisted. At that point, the trustee provided a "document dump" on the Plaintiff, essentially telling her to "go fish."

The Trustee and his lawyers have engaged in "scorched earth" litigation, now seeking at the final hour the recusal of the judge assigned to case for the last twenty months, based upon no grounds recognized under the law. After a year and a half, this case is now set for the completion of the trial. In the meantime, Mr. Weatherly, as the special trustee, has taken over supervision of the expenditure of funds disbursed from the

Trust to insure they are spent for the needs of Ms. Baskin. As a result, Ms. Baskin has since benefited greatly, having been returned to her home, and is now thriving.

The Trustee has now received a schedule for his day in court on December 21, 2021. In the meantime, he has cost Ms. Baskin in excess of $70,000 in attorneys' fees and costs (and counting) in her effort to seek only what she is due - peace. Now, not content, the trustee has filed this Motion for Recusal, adding to Ms. Baskin's burden and stress, asking the Honorable Amy W. McColluch to recuse herself without any basis whatsoever. Defendant's Motion for Recusal should be denied without further ado.

CONCLUSION:

This Court has shown the Defendant wide latitude to present evidence regarding issues not even presented in the pleadings. He has had an opportunity to say to the court, on and off the record, virtually anything that came to his mind. It is undeniable that the Trustee failed to provide proper accountings and failed to provide adequate care for Ms. Baskin during her time of great need. His objection to Ms. Baskin's request for attorneys' fees has been thus far sustained. He has demanded and has been given his day in court, now set for December 21-22, 2021. At that time, he will presumably be allowed to present any evidence which is reasonably pertinent to the issues raised in the pleadings. Defense counsel has indicated that this will take another two days of trial, making almost five days in trial (including the one day of settlement discussions on January 8, 2021), for what should have been a relatively simple case.

In his Motion for Recusal, the Defendant has demonstrated no bias or prejudice by this court. None. Indeed, the record reflects that the Defendant has thus far prevailed with

respect to the issue of an award of attorneys' fees. Defendant's Motion for Recusal should be denied.

Respectfully submitted,

s/Richard C. Detwiler
Richard C. Detwiler (S.C. Bar No. 6473)
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ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

December 2, 2021

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 Reply to Motion for Recusal** on counsel of record by causing a copy of same to be emailed to them at the below email addresses and placed in the United States Mail, first-class postage affixed, to the following address on December 2, 2021:

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

December 2, 2021

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	**MOTION IN LIMINE**
vs.	)	
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

This Motion in Limine is respectfully submitted on behalf of the Plaintiff, Jane E. Baskin.

BACKGROUND:

This matter began on July 20, 2020, with the filing of a summons and complaint seeking two things: removal of the trustee and an accounting. The Plaintiff, Jane Baskin, is a severely handicapped person with the debilitating illness of cerebral palsy. Her father established a testamentary trust, based upon his Will dated September 20, 1990, for her benefit, naming William B. Walkup, the Defendant here, as the trustee. Jane's father died shortly thereafter.

On January 6, 2021, the matter was set for trial. Ms. Baskin presented her case in one day, which included her testimony, the testimony of Michele Moseley, her longtime friend, personal caregiver, and attorney in fact, and Kenneth Wingate, a well-known estate planning and probate lawyer in Columbia.

On the second day of trial, the Defendant trustee testified all day. He was the sole witness. At no point did he deny that he had failed to provide adequate, timely, and regular accountings for the trust. His testimony also corroborated the testimony of the Plaintiff

and Ms. Moseley that he had been effectively controlling Ms. Baskin's person, as de facto guardian, not just her trust funds. The trustee admitted that he had forced her to move from her house into an apartment which he owned and benefited from. The trustee admitted that he had controlled her personal funds, not just trust funds, against her will. The trustee did not deny that he had failed to provide Ms. Baskin adequate funds to purchase even the most basic items, such as Depends undergarments, and had failed to allow her adequate funds for caregivers that she needed.

The remainder of the trial of this matter is now set for December 21 and 22, 2021. At that time, the Trustee will presumably be allowed to present any evidence which is reasonably relevant to the issues raised in the pleadings, subject to the South Carolina Rules of Evidence. Defense counsel has indicated that the remainder of the trial will take another two days, making almost five days in trial (including the one day of settlement discussions on January 8th, 2021), for what should have been a relatively simple case. The undersigned counsel understands that the Defendant intends to present only one more live witness, Ms. Anne Webster, and that, in the interest of efficiency, the parties have stipulated that testimony of other witnesses may be presented by affidavit in lieu of live testimony, subject to the further stipulation that such testimony will be relevant and otherwise admissible, and given whatever weight and credibility deemed appropriate by the Court.

This Motion in Limine is submitted to request that the Court limit the submission of any additional evidence by the Defendant to the two issues raised in the pleadings: (1) the removal of the Trustee for the grounds set forth in the Complaint and (2) for a complete

accounting of the Eldridge Baskin Testamentary Trust.[1] The affidavits in question have been previously submitted as exhibits to a motion for summary judgment made by the Defendant before the beginning of trial, and are identify below as they were originally attached to the motion. However, a review of those affidavits makes clear that the proffered testimony would not be otherwise admissible and should be disallowed."... Affidavits *shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence,* and shall show affirmatively that the affiant is competent to testify to the matters stated therein." Rule 56(e), SCRCP (emphasis added.) Therefore, the Plaintiff asks the Court to limit or disallow the Defendant's presentation of such evidence as follows:

1. **Julian W. Walker, Jr. (Affidavit, Exh. A):** Mr. Walker is a well-known lawyer in the field of estate planning and trust administration. However, Mr. Walker's affidavit contains opinions and testimony which go to the ultimate issues of law in the case, to be decided only by the Court. Mr. Walker's opinions about matters of law are not admissible. See, Carter v. Bryant, 429 S.C. 298, 838 S.E.2d 523 (Ct. App 2020) (expert testimony on issues of law is rarely admissible), citing *Dawkins v. Fields*, 354 S.C. 58, 66-67, 580 S.E.2d 433, 437 (2003) (finding trial court properly declined to consider an expert affidavit that mainly offered legal arguments concerning the reasons the trial court should deny summary judgment); *see also State v. Commander*, 396 S.C. 254, 264, 721 S.E.2d 413, 418 (2011). The common law and the federal rules of evidence forbid opinions on issues of law,

[1] The Defendant has spent thousands of dollars in attorney's fees and costs conducting hours of discovery seeking evidence that Ms. Baskin lacked competency and/or has been subject to the undue influence of others, but these issues are not raised in the pleadings.

except foreign law. *McCormick on Evidence* § 12 (7th ed. 2016); *Weinstein's Federal Evidence* § 704.04[1] (2nd ed. 2019); *see United States v. Oti*, 872 F. 3d 678, 691-92 (5th Cir. 2017) (holding expert is never permitted to testify as to conclusions of law).

2. **Anne Webster (Affidavit, Exh. B):** Ms. Webster is a relative of both Ms. Baskin and Mr. Walkup. It is believed that Mr. Walkup intends to present Ms. Webster's testimony live, perhaps by Zoom. Ms. Webster has previously submitted an affidavit replete with her lay opinions about Ms. Baskin's living circumstances, Ms. Baskin's perceptions of events that have transpired with Mr. Walkup (some to which Ms. Webster was not a witness), and Mr. Walkup's treatment of Ms. Baskin, even opining that Mr. Walkup has done an "amazing job" for Ms. Baskin. In addition, attached to her affidavit is a "proposed email" written to the Defendant Walkup evidencing her collaboration with the Trustee to put forth a position favorable to the Trustee in an apparent effort to exert improper influence over Ms. Baskin. Furthermore, Ms. Webster has no personal knowledge of facts pertinent to the issues raised in the pleadings, such as the Trustee's control over Ms. Baskin's person, his failure to adequately provide for her care, and his failure to provide for her minimal needs. Her testimony should be disallowed. This testimony is not based upon personal knowledge, is inadmissible hearsay, and is impermissible opinion from a lay witness.
3. **Katherine Parr (Affidavit, Exh. C):** Likewise, Ms. Parr has previously submitted an affidavit replete with lay opinions about what she perceives *Ms. Baskin*

understands, and knows and does not know, about her own well-being. This testimony is inadmissible and should be disallowed.

4. **Rev. Clarence E. Kanipe, Jr. (Affidavit, Exh. E):** Rev. Kanipe is (or was) a senior pastor at Shandon United Methodist Church where Mr. Walkup is a congregant. He has provided an affidavit attesting to Mr. Walkup's service to the church and to his character. This testimony has no relevance to the issues presented in the pleadings and should be disallowed.

5. **Capt. Louis Edward Spradlin (Affidavit, Exh. F):** Capt. Spradlin is apparently a friend of the Defendant Walkup. He has provided an affidavit attesting to Mr. Walkup's character. The affidavit reflects absolutely no personal knowledge relevant to the issues presented in the pleadings. Indeed, the Plaintiff, Jane E, Baskin, is not even mentioned in this affidavit, leading to the assumption that the witness does not even know Ms. Baskin.

6. **Rev. Sinclair Lewis (Affidavit, Exh. G):** Rev. Lewis is (or was) also a senior minister at Shandon United Methodist Church in Columbia. His affidavit submitted previously reflects his lay opinion about Mr. Walkup's character and his investment of church funds. There is no mention of Ms. Baskin, reflecting that he lacks any personal knowledge about the issues raised in the pleadings. There is no mention of how Mr. Walkup has treated Ms. Baskin. There is no mention that Mr. Walkup has failed to provide regular, adequate accountings of the Eldridge Baskin Trust to the beneficiary. This testimony has no relevance to the issues raised in the pleadings and should be disallowed.

7. **Albert L. Moses, Esq. (Affidavit, Exh. H):** Mr. Moses is a well-known estate planning and trust administration lawyer in Columbia. Like other affidavits submitted by the Defendant, Mr. Moses' affidavit indicates no personal knowledge whatsoever about the issues raised in the pleadings and that his testimony will include opinions about Mr. Walkup's character and "kind" nature. Mr. Moses also attempts to provide lay opinion about Ms. Baskin based upon his "review" of unidentified documents produced by other witnesses identified above. Clearly this testimony is not based upon personal knowledge and is inadmissible hearsay not relevant to the issues raised in the pleadings. Mr. Moses' testimony should be stricken and disallowed.

Based upon the foregoing grounds, the Plaintiff respectfully asks this court to exclude or limit the testimony described above for the purpose of addressing only those issues raised in the pleadings of the case.

Respectfully Submitted,

s/Richard C. Detwiler

Richard C. Detwiler (S.C. Bar No. 6473)
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ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

December 3, 2021

EXHIBIT A

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF JULIAN W. WALKER, JR.**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

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

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

Monica Dede

Printed Name: Monica Dede
Notary Public for State of South Carolina
My Commission Expires: 9/8/2025

EXHIBIT B

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 FORSYTH	)	

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

Anne Webster

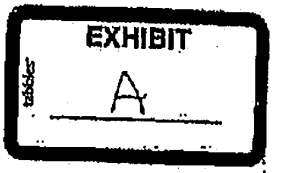
Sworn this 10 day of December, 2020

Printed Name: Lisa Everhart
Notary Public for State of North Carolina
My Commission Expires: 4-26-25

LISA EVERHART NOTARY PUBLIC DAVIDSON COUNTY, NC

On the advice of my attorney W. M. Nair Tornew
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



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:aweb44etal@triad.rr.com]
Sent: Wednesday, March 08, 2017 6:12 PM
To: Bill@Walkup.biz; Alex Weatherly <AlexWeatherly@callisonlighe.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.

1

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 subterfuge; 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.

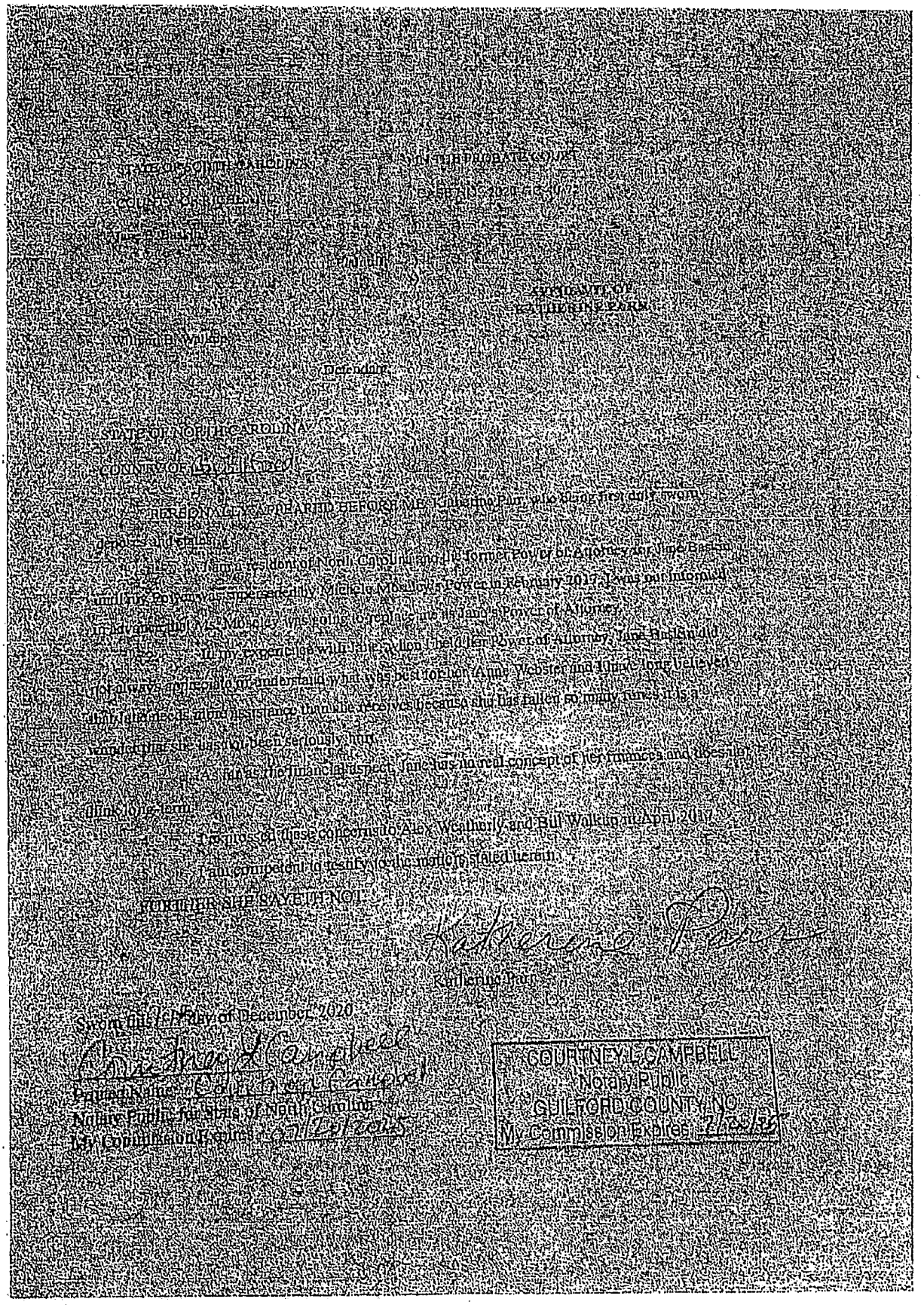
I have explained to Jane that falsely accusing someone of theft and making unsubstantiated charges seriously damages her own credibility and makes your job as her lawyer more difficult. I want Jane located in a safe environment that will give her the opportunity to pursue her many interests, but I will not support her misrepresenting facts to achieve her goal.

3

Baskin 0002

Walkup 00062

EXHIBIT C



STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

PERSONALLY APPEARED BEFORE ME, Katherine Parr, who being first duly sworn,

deposes and states:

I am a resident of North Carolina and the former Power of Attorney for Elaine Bastian.

I was informed by Elaine Bastian's successor Attorney in Fact, Michele Woolley, on February 2017 that Elaine Bastian

in advance that Miss Woolley was going to replace me as Elaine's Power of Attorney.

In my capacity with Elaine Bastian I held her Power of Attorney, Last Will and

not always appreciate or understand what was best for her. Anne Webster and I have long been

dismissive of the assistance that she received because she has fallen so many times. It is

wondered that she has been seriously hurt.

Anne has no financial respect. Jane has no real concept of key finances and does not

know the term.

The most of those concerns to Alex Weatherly and Bill Walker in April 2017.

I am competent to testify to the matters stated herein.

FURTHER AFFIANT SAYETH NOT.

Katherine Parr

Sworn to this 17th day of December, 2020

Notary Public

Notary Name: Courtney L Campbell

Notary Public for State of North Carolina

My Commission Expires: 7/20/2025

COURTNEY L CAMPBELL
Notary Public
GUILFORD COUNTY, NC
My Commission Expires 7/20/25

EXHIBIT E

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF CLARENCE E. KANIPE, JR.**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY APPEARED BEFORE ME, Clarence E. Kanipe, 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.

Clarence E. Kanipe, Jr.

Clarence E. Kanipe, Jr.

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

EXHIBIT F

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF CAPTAIN LOUIS EDWARD SPRADLIN**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY APPEARED BEFORE ME, Louis Edward Spradlin, , who being first duly swom deposes and states:

1. I am Louis Edward Spradlin, Captain, United States Navy Reserve (Retired), and I reside at

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.

Louis Edward Spradlin

Sworn this 10th day of December, 2020

Celeste H. Ziegler

Printed Name: Celeste H. Ziegler
Notary Public for State of South Carolina
My Commission Expires: 9/25/22

CELESTE H. ZIEGLER NOTARY PUBLIC STATE OF SOUTH CAROLINA My Commission Expires 09-25-2022

EXHIBIT G

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF SINCLAIR LEWIS**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

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

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

Sworn this 12th day of December, 2020

Printed Name: Stephen P.H. Lewis
Notary Public for State of South Carolina
My Commission Expires: 3/3/2027

EXHIBIT H

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF ALBERT L. MOSES**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

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 a 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: 9/9/2026

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 in Limine** on counsel of record by causing a copy of same to be emailed to them at the below email addresses and placed in the United States Mail, first-class postage affixed, to the following address on December 3, 2021:

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

December 3, 2021

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
vs.	)	
	)	**MEMORANDUM IN OPPOSITION**
William B. Walkup,	)	**TO MOTION IN LIMINE**
	)	
Defendant.	)	
	)	

Plaintiff Jane Baskin filed a Motion in Limine on December 3, 2021. Defendant William Walkup opposes the motion for the following reasons:

ARGUMENT

"In a jury trial, motions in limine serve the useful purpose of giving counsel advance notice of the scope of evidence that will be considered by the jury. In a bench trial, however, a pretrial ruling on the admissibility of evidence would be superfluous because the trial judge must (in any event), consider the evidence before a ruling" *Hilb Rogal & Hobbs Co. v. Sellars*, No. 07-CVS-19339 (N.C. Business Court, Judge Diaz, January 15, 2020); cf. *State v. Smith*, 337 S.C. 27, 32, 522 S.E.2d 598, 600 (1999) ("Generally, a motion in limine seeks a pretrial evidentiary ruling to prevent the disclosure of potential prejudicial matter ***to the jury***.") (Emphasis added). The court ruled that it would not rule on motions in limine before trial, but that it would "instead allow all evidence to be tendered to the Court, subject to any objections timely raised."

In a non-jury trial, the court is the finder of fact and ruler of the law. A motion in limine is not appropriate in these circumstances:

> The rationale underlying pre-trial motions in limine does not apply in a bench trial, where it is presumed the judge will disregard inadmissible evidence and rely only on competent evidence. In fact, courts are advised to deny motions in limine in non-jury cases. *See* 9A Charles Alan Wright & Arthur R. Miller, *Federal Practice and Procedure* § 2411 (3d ed.2008).

Singh v. Caribbean Airlines Ltd., 2014 WL 4101544, at *1 (S.D. Fla. Jan. 28, 2014).

CONCLUSION

For the reasons stated, and other good reasons, the Court should not consider or grant Plaintiff's Motion in Limine.

SOWELL & DuRANT, LLC

By: Thornwell F. Sowell

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 Defendant William B. Walkup

Columbia, South Carolina

December 13, 2021

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.	)	
	)	

FILED
2021 DEC 16 P 12:55
AMY W. McCULLOCH

I, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Defendant William B. Walkup*, do hereby certify that I have served all counsel in this action with a copy of the documents specified below by mailing a copy of the same by emailing and sending by United States Mail, postage prepaid, to the following addresses:

Documents: Defendant's Memorandum in Opposition to Plaintiff's Motion in Limine

Counsel Served:

Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Attorneys for Plaintiff

W. Alex Weatherly, Jr., Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Special Trustee for Jane E. Baskin

Amy A. Kelly

December 13, 2021

STATE OF SOUTH CAROLINA	)	IN THE COURT OF PROBATE COURT
	)	
COUNTY OF RICHLAND	)	
		Civil Action No. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	**EMERGENCY MOTION FOR**
William B. Walkup	)	**INTERVENTION OF GUARDIAN AD**
	)	**LITEM FOR JANE BASKIN**
Defendant.	)	
	)	
	)	
	)	

Defendant William B. Walkup ("Defendant" or "Walkup") hereby moves this Court to order Michelle Nunn, the court-appointed guardian ad litem for Jane E. Baskin ("Baskin") to conduct an investigation and engage in all necessary responsibilities and duties afforded to her by section 62-5-106 of the South Carolina Code and any other investigative activities ordered by this Court. In connection with this request, Walkup specifically requests that Michelle Moseley not be made aware of any investigative activities as she is the alleged source of the alleged neglect as discussed below. Alternatively, Walkup seeks this Court's guidance as to the best approach to investigate the allegations of abuse and neglect asserted by two anonymous sources. The grounds for this motion are as follows:

1. On or about December 20, 2021, Bill Walkup received two phone calls from a woman who refused to identify herself. In the first call, she informed him that Jane Baskin was not receiving "good care." In the second call, Bill Walkup was not present at his office to receive the call, but the person who answered the call reiterated that the source claims Ms. Baskin is not receiving proper care.

2. Upon information and belief, the Department of Social Services was contacted by an unknown source that Ms. Baskin is not receiving proper care.

3. An investigator from DSS called Mr. Walkup about the allegations and inquired whether he is the Trustee for Ms. Baskin. Mr. Walkup informed the investigator that pursuant to a settlement agreement, he serves only as trustee for purposes of managing trust funds for Ms. Baskin.

4. After these calls from the anonymous source and DSS, counsel for Mr. Walkup then became aware of the calls and contacted Alex Weatherly, Special Trustee for Ms. Baskin, to ask him to investigate the allegations. (See email from Bess DuRant to Alex Weatherly, dated December 21, 2021, attached hereto as **Exhibit A**.)

5. After not hearing from Mr. Weatherly, counsel again reached out to Mr. Weatherly, inquiring about the allegations. (See email from Bess DuRant to Alex Weatherly, dated December 27, 2021, attached hereto as **Exhibit B**.)

6. Mr. Weatherly responded that it "appears to us that Jane is being well cared for." He then asked whether Mr. Walkup or Sowell & DuRant, LLC hired a private investigator, to which counsel for Mr. Walkup informed him that neither has. (See email exchange between Bess DuRant and Alex Weatherly, dated December 28, 2021, attached hereto as **Exhibit C**.)

7. Upon returning to the office after the Christmas holiday on December 27, 2021, Mr. Walkup's staff found two anonymous letters in the office's dropbox. Copies of two letters are attached hereto as **Exhibit D**.

8. The first letter makes the following allegations:

   a. The author used to work with Jane Baskin, but she was fired.

   b. Ms. Baskin is not receiving good care or proper medical care.

c. Ms. Baskin does not "go anywhere."

d. "DSS has been to the house several times."

e. "Michelle was staying but she stopped once the money stopped."

f. "Michelle doesn't have Jane's best care. She's only in it for the money."

g. Michele Moseley does not take Jane anywhere and she "doesn't by food in the house."

h. Ms. Baskin "stays in one position all night [*sic*] doesn't be turned every 2 to 3 hours."

i. Ms. Moseley has cameras throughout the house.

j. Ms. Baskin "has the IQ of a 13 yr old."

k. The lady living on the other side of the house leaves to go to Virginia often and leaves Ms. Baskin in the house by herself.

l. Ms. Baskin's dog has bathroom accidents throughout the house.

m. "No food in the home for Jane to eat."

n. "Jane is brainwashed and think [*sic*] Michelle care about her only because she doesn't want to go in the nursing home."

o. "Jane had bed sores that were not attended by physician."

p. "Ms. Jenny Vega gave total care to Jane[.] Michele was never there.

q. Allegations that Pat, the woman who stays on the other side of the house, has mental problems.

r. Ms. Baskin has a "bad odor to her urine."

s. "Jane has turned her house over the Mrs. Michelle Moseley and other in her will. How can that be[?] Jane has the mind of a 12 or 13 yr old child[.] Michelle isn't a good appointed person to be Jane's power of attorney[.] It's about money only."

9. The accompanying envelope states "Concerned Workers that no longer work for Ms. Jane Baskin[.] Didn't agree with Michelle Moseley's poor care[.] It's about Jane's money. Pray Jane will be okay[.] Couldn't stay there working under poor conditions. . . ." A copy of the envelope is attached hereto as **Exhibit E.**)

10. The second letter is a typed letter, dated December 15, 2021. Upon information and belief, it was not delivered to Mr. Walkup's office dropbox until during or after the holidays because his staff checks it every day they are present. They were present on December 15 and thereafter until the holiday.

11. The second letter states, in pertinent part, as follows:

a. Ms. Baskin does not walk and is unable to take care of herself

b. Michele Moseley, power of attorney for Ms. Baskin, "fills out paperwork as though she is in the home with the patient but is not. She has other employment where she would be. Ms. Baskins [*sic*] should not be left alone due to a choking hazard. In the case of an emergency, she would not be able to get out of the bed by herself."

c. Ms. Baskin is "being left alone overnight multiple times a week."

d. Ms. Baskin "is left to sleep on her back all night without being turned over."

e. "There is a dog in the home that has numerous accidents daily."

f. "She is not taken out of the home."

g. "Patient has a urine odor constantly."

h. Ms. Baskin has "suffered from a Urinary tract infection, blood clots and hallucinations."

i. "Food is not being purchased frequently for the patient and then the wrong type of food is being brought into the home."

j. No one is scheduling doctor's appointments.

k. Four people have quit "due to working conditions."

l. "On a few occasions, DHEC has been called into the home to check, but upon their arrival the workers have already cleaned the house properly."

m. "Please note that there is a camera onsite that could be viewed to validate the issues."

12. The second envelope states as follows: "Hope this letter will help you [*sic*] case/ Attention Mr. Walkup. Used to work with Ms. Baskin. I asked the other worker and she has you a statement as well hope we did help." A copy of the second envelope is attached hereto as **Exhibit F**.

13. Mr. Walkup first learned of the alleged DSS and/or DHEC investigations for the first time when he received these anonymous letters and phone calls. Moreover, counsel for Ms. Baskin never informed counsel for Mr. Walkup of these alleged investigations, to the extent the agency(ies) investigated or that counsel for Ms. Baskin knew about them.

14. Upon information and belief, the handwritten letter is from Sheila Wolfe, who according to Mr. Weatherly's Interim Accounting of the Special Trustee for the months of July and August 2021, was a caregiver to Ms. Baskin for July and August 2021.

15. Upon information and belief, Ms. Wolfe and Jenny Vega (Ms. Baskin's long-time caregiver) are no longer caregivers for Ms. Baskin.

16. By virtue of this Court's Order for Appointment of Guardian ad Litem (GAL), dated October 23, 2020, Michelle Nunn is "to represent the interests of Jane E. Baskin in proceedings related to the above matter."

17. Mr. Walkup submits the above information for the Court's consideration and suggests that Ms. Nunn engage in another investigation of Ms. Baskin's well-being.

18. Additionally, Mr. Walkup requests that this information and request for an investigation not be shared with Michele Moseley as it appears from the above allegations that Ms. Moseley may be the cause of the alleged neglect and that Ms. Moseley allegedly cleans up Ms. Baskin and her house before the proper authorities arrived.

19. Alternatively, Mr. Walkup seeks guidance from this Court as how to best address these allegations. Ms. Baskin has instructed Mr. Walkup not to talk with or visit her so he cannot personally check on her.

20. Mr. Walkup understands these statements and phone calls are only allegations, but they are serious allegations, and he cannot stand by and do nothing. Therefore, he seeks help from the Court to inquire into the allegations and address them to the extent they are true.

THEREFORE, William Walkup respectfully requests that this Court entertain this emergency motion, inquire into the allegations through the guardian ad litem Michelle Nunn, or provide any other relief that is available to this Court.

SOWELL & DuRANT, LLC

By: s/Bess J. DuRant

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 William B. Walkup

Columbia, South Carolina
December 30, 2021

STATE OF SOUTH CAROLINA	)	IN THE COURT OF PROBATE COURT
	)	
COUNTY OF RICHLAND	)	
		Civil Action No. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
William B. Walkup	)	
	)	
Defendant.	)	
	)	
	)	
	)	

Exhibit A

EMERGENCY MOTION FOR INTERVENTION OF GUARDIAN AD LITEM FOR JANE BASKIN

Email from Bess DuRant to Alex Weatherly, dated December 21, 2021

Amy Kelly

From: Bess DuRant
Sent: Tuesday, December 21, 2021 4:32 PM
To: Alex Weatherly
Cc: Biff Sowell; Amy Kelly
Subject: Jane Baskin

Alex,

Mr. Walkup has received a couple of telephone calls from an anonymous source who is telling him that Ms. Baskin is not receiving "good care." The caller is female and is refusing to identify herself. He also received a call from DSS.

Will you please investigate this issue as soon as you can? Please let us know what you discover.

Thanks-
bjd

Bess J. DuRant
Member, **SOWELL + DuRANT**

1325 Park Street, Suite 100
Columbia, SC 29201

803.722.1100 | sowelldurant.com

V-Card

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF PROBATE COURT
	)	
COUNTY OF RICHLAND	)	
		Civil Action No. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
William B. Walkup	)	
	)	
Defendant.	)	
	)	
	)	
	)	

Exhibit B

EMERGENCY MOTION FOR INTERVENTION OF GUARDIAN AD LITEM FOR JANE BASKIN

Email from Bess DuRant to Alex Weatherly, dated December 27, 2021

Amy Kelly

From: Bess DuRant
Sent: Monday, December 27, 2021 12:32 PM
To: Alex Weatherly
Cc: Biff Sowell; Amy Kelly
Subject: RE: Jane Baskin

Alex,

Will you please let us know what you have found out?

Thanks-
bjd

Bess J. DuRant
Member, **SOWELL + DuRANT**

1325 Park Street, Suite 100
Columbia, SC 29201

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From: Bess DuRant
Sent: Tuesday, December 21, 2021 4:32 PM
To: Alex Weatherly <alexweatherly@callisontighe.com>
Cc: Biff Sowell <bsowell@sowelldurant.com>; Amy Kelly <akelly@sowelldurant.com>
Subject: Jane Baskin

Alex,

Mr. Walkup has received a couple of telephone calls from an anonymous source who is telling him that Ms. Baskin is not receiving "good care." The caller is female and is refusing to identify herself. He also received a call from DSS.

Will you please investigate this issue as soon as you can? Please let us know what you discover.

Thanks-
bjd

Bess J. DuRant
Member, **SOWELL + DuRANT**

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF PROBATE COURT
	)	
COUNTY OF RICHLAND	)	
		Civil Action No. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
William B. Walkup	)	
	)	
Defendant.	)	
	)	
	)	
	)	

Exhibit C

EMERGENCY MOTION FOR INTERVENTION OF GUARDIAN AD LITEM FOR JANE BASKIN

Email exchange between Bess DuRant and Alex Weatherly, dated December 28, 2021

Amy Kelly

From: Bess DuRant
Sent: Tuesday, December 28, 2021 10:51 AM
To: Alex Weatherly
Cc: Biff Sowell; Amy Kelly; Rick Detwiler
Subject: RE: Jane Baskin

Alex,

Neither Mr. Walkup nor our firm has hired a private investigator.

Please let me know when you have finished looking into the issue and what you've found out.

Hope you're enjoying the holiday season-
bjd

Bess J. DuRant
Member, **SOWELL + DuRANT**

1325 Park Street, Suite 100
Columbia, SC 29201

803.722.1100 | sowelldurant.com

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From: Alex Weatherly <alexweatherly@callisontighe.com>
Sent: Monday, December 27, 2021 5:55 PM
To: Bess DuRant <bdurant@sowelldurant.com>
Cc: Biff Sowell <bsowell@sowelldurant.com>; Amy Kelly <akelly@sowelldurant.com>; Rick Detwiler <rickdetwiler@callisontighe.com>
Subject: RE: Jane Baskin

Bess,

Although I am still in the process of checking into your allegations, at this point It appears to us that Jane is being well cared for. If you have any information to the contrary, please provide it. Of course, we have no way of responding to vague allegations from anonymous sources. However, we do know that Jane and Michele have noticed an automobile that has been parking outside of Jane's house for extended periods of time for unknown reasons. When approached by Michele or any of the other caregivers to find out what is going on, the driver speeds away. Have you or your client hired a private investigator to surveil Jane's residence? If so, please provide us with copies of all reports, photographs, videos or other work product generated as a result of such surveillance and any and all payments made in connection therewith.

Thanks,

Alex

CALLISON TIGHE

W. Alex Weatherly Jr.
Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390
Columbia, SC 29202

P 803.404.6900 **Direct:** 803.404.6975
F 803.404.6901
E alexweatherly@callisontighe.com

Download vCard

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From: Bess DuRant <bdurant@sowelldurant.com>
Sent: Monday, December 27, 2021 12:32 PM
To: Alex Weatherly <alexweatherly@callisontighe.com>
Cc: Biff Sowell <bsowell@sowelldurant.com>; Amy Kelly <akelly@sowelldurant.com>
Subject: RE: Jane Baskin

Alex,

Will you please let us know what you have found out?

Thanks-
bjd

Bess J. DuRant
Member, **SOWELL + DuRANT**

1325 Park Street, Suite 100
Columbia, SC 29201

803.722.1100 | sowelldurant.com

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From: Bess DuRant
Sent: Tuesday, December 21, 2021 4:32 PM
To: Alex Weatherly <alexweatherly@callisontighe.com>
Cc: Biff Sowell <bsowell@sowelldurant.com>; Amy Kelly <akelly@sowelldurant.com>
Subject: Jane Baskin

Alex,

Mr. Walkup has received a couple of telephone calls from an anonymous source who is telling him that Ms. Baskin is not receiving "good care." The caller is female and is refusing to identify herself. He also received a call from DSS.

Will you please investigate this issue as soon as you can? Please let us know what you discover.

Thanks-
bjd

Bess J. DuRant
Member, **SOWELL + DuRANT**

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Columbia, SC 29201

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF PROBATE COURT
	)	
COUNTY OF RICHLAND	)	
		Civil Action No. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
William B. Walkup	)	
	)	
Defendant.	)	
	)	
	)	
	)	

Exhibit D

EMERGENCY MOTION FOR INTERVENTION OF GUARDIAN AD LITEM FOR JANE BASKIN

Two anonymous letters in dropbox on December 26, 2021

(1st) This letter is to me Bill Walkup I was Employed at Ms, Janes Baskins House I was hired by Michelle Mosley, I was late Fired these are my Concerns and Issu
= Jane Isnt receiving good care from her So Called power of Attorney Jane Isnt receiving Proper medical care she doesnt go out anywhere Mrs Michelle, has her the staff to get Jane, up at 7:00am and sits all day in her chair t about 7pm or 8pm Dss as been to the House several Tim Michelle leaves Jane Home all night alone Shes Suppos to have 24hr care michelle was staying but she stopped once the money stopped michelle doesnt have Janes, best Care shes only in it for the money Issues she takes her No where Doesnt by food in the House Jane stays in one position all night doesnt be turned every 2 to 3 Michelle has Cameras in the Home Jane Has the IQ of a OR 13yr old she has a lady who stays on the other Side M Pat, who is slow all so she doesnt take can of Jane She all the way of the other side of the House and she leaves and c out of town to Virgina and Jane is in the House by her-self all long without care her dog Lambchop Poops and pees all over the Flo the staff has to to clean up behind Jane and her Dog sometimes Ther No food in the Home For Jane to Eat Michelle doesnt care but Jane is brain washed and think Michelle cares about her only because doesnt want to go in the Nursing Home Jane needs to be in the N Home she cant Feed herself at all she doesnt TKy She is tital care her level of care isnt being met for 24hr care Michelle wants Ja money. shes a very sneaky lady Jane doesnt receive the Proper Medical care at all Jane Had Bed Sores that were not attended by physician at a Ms Jenny Vega gave total care to Jane michelle was never There She Works a full time Job but she writes hours down on the Book on table that she works So many hrs. how can you be 2 places at one ti and the lady Pat, that Stays there has Mental problems Jane, is still has a bad Odor to her Urine and physicalancates, and she wont take h to the Doctor or on any outing Michelle said because she doesnt wan Jane Has Turned thur house ni In her Will, I

Michelle was staying alone Shes suppos
the money stopped Michelle doesnt have Jane, but
Care shes only in it for the money Issues She takes
her No where Doesnt by food in the House Jane stays
In one position all night doesnt be turned every 2 to 3
Michelle has Cameras in the Home Jane Has the IQ of a
OR 13yr old She has a lady who stays on the other Side W
Pat, who is slow all so She doesnt take care of Jane She
all the way of the other side of the House and She leaves and
out of town to Virgina and Jane is in the House by herself all N
long without care her dog Lambchop poops and pees all over the Flo
the staff has to to clean up behind Jane and her Dog sometimes Ther
No food in the Home For Jane to Eat Michelle doesnt care but Jane
is brain washed and think Michelle cares about her only because
doesnt want to go in the Nursing Home Jane needs to be in the N
Home she cant feed herself at all She doesnt try She is tital care
her level of care isnt being met for 24hr care Michelle wants Ja
Money. shes a very sneaky lady Jane doesnt receive the prope Medica
Care at all Jane had Bed Sores that were not attended by physician at
Ms Jenny Kegg gave total care to Jane Michelle was never There Sh
Works a full time Job but She writes hours down on the Book on
table that she Works So many hrs. how can you be 2 places at one ti
and the lady Pat, that Stays there has Mental problems Jane is still
has a bad Odor to her Urine and yes Balances, and she want take
to the Doctor or on any outing Michelle said because She doesnt Walk
Jane Has Turned her house over to Mrs Michelle Mosley and other
in her Will, How can that be Jane, has the mind of a 12 or 13yr ol
Child Michelle isnt a good appointed Person to be Janes Power of
attorney its about Money only

Sowell & DuRant Note: This page is a continuation of the prior page. The letter received was on large paper, not standard printer paper, and could not be scanned in as one page.

2nd I hope someone can help Jane, I think she will be bette
off in a 24hr care Nursing Facility, than in the the
called care of Mrs. Michelle Mosley's care Jane doesnt
any better and the staff does all the work at different peopl
bring Jane Food Michelle only gives order and makes money and
on this Nice act and shes a big Sneaky Devil waiting Fo
to Die to get her money and her house and what ever else
has 3 staff have left because they werent happy with Jo
care Michelle isnt Medical Equiped to take care of Jane a
her needs I think Someone really need to Step up and get thi
to take care of Jane the right way Please get this Letter to
the right people please please !!! I would Love to tell me wha
but I cant but hope this Letter will be of help to the right peopl

Wednesday, December 15, 2021

On Behalf of Bill Walkup & Associates

RE: Jane Baskins
136 Summerlea Drive
Columbia, SC

To Whom It May Concern:

This anonymous letter is being written to advise of the nature of elderly care being provided to Ms. Jane Baskins. She is 75 years old and has cerebral palsy. She currently does not walk and is unable to take care of herself. The main care person, Michelle Mosley, has power of attorney over Ms. Baskins. She often fills out paperwork as though she is in the home with the patient but is not. She has other employment where she would be. Ms. Baskins should not be left alone due to a choking hazard. In the case of an emergency, she would not be able to get out of the bed by herself.

As of this date the following things are occurring where she is currently:

1. She is being left alone overnight multiple times a week.
2. She is left to sleep on her back all night without being turned over.
3. There is a dog in the home that has numerous accidents daily.
4. She is not taken out of the home.
5. Patient has a urine odor constantly.

These are just a few of the conditions that have been noted. The patient has already suffered from a Urinary tract infection, blood clots and hallucinations. Food is not being purchased frequently for the patient and then the wrong type of food is being brought into the home.

The person that was making her doctors appointments is no longer there and 4 other workers have already left due to the working conditions. There is a person that rents a room on the other side of the house, but she is not a caregiver for Ms. Baskins. On a few occasions, DHEC has been called into the home to check, but upon their arrival the workers have already cleaned the house properly. Please note that there a camera onsite that could be viewed to validate the issues.

In the best interest of the patient, it is advised that she would be better off in a facility that is able to care for all of her needs properly.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF PROBATE COURT
	)	
COUNTY OF RICHLAND	)	
		Civil Action No. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
William B. Walkup	)	
	)	
Defendant.	)	
	)	
	)	
	)	

Exhibit E

EMERGENCY MOTION FOR INTERVENTION OF GUARDIAN AD LITEM FOR JANE BASKIN

A copy of the envelope

Concerned Workers That No Longer Work
For Ms. Jane Baskin Didnt agree With Michelle
Mosleys poor Care Its about Janes money Pray
Jane willbe OKAY Couldnt Stay There Working under
poor Conditions and lies Michelle is dirty Lady.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF PROBATE COURT
	)	
COUNTY OF RICHLAND	)	
		Civil Action No. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
William B. Walkup	)	
	)	
Defendant.	)	
	)	
	)	
	)	

Exhibit F

EMERGENCY MOTION FOR INTERVENTION OF GUARDIAN AD LITEM FOR JANE BASKIN

A copy of the second envelope

Hope this Letter will help you Case

Kentish DR WALKUP

Used to work With Ms Baskin
I asked the other worker and she has you a statement as well hope we did help.

111

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, the undersigned Bess J. DuRant, of the law offices of Sowell & DuRant, LLC, attorneys for *Defendant William B. Walkup*, do hereby certify that I have served all counsel in this action with a copy of the documents specified below by emailing a copy of the same to the following addresses:

Documents: Emergency Motion for Intervention of Guardian Ad Litem For Jane Baskin

Counsel Served: Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Email: rickdetwiler@callisontighe.com

Attorneys for Plaintiff

W. Alex Weatherly, Jr., Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Email: alexweatherly@callisontighe.com

Special Trustee for Jane E. Baskin

s/Bess J. DuRant

Bess J. DuRant

December 30, 2021

STATE OF SOUTH CAROLINA)		
)		IN THE PROBATE COURT
COUNTY OF RICHLAND)		
Jane E. Baskin,)		Case No. 2020 - GC-40-72
Plaintiff,)		
)		
vs.)		
)		AFFIDAVIT
William B. Walkup)		
Defendant)		
)		

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me, Thornwell F. Sowell, III, after being duly sworn, deposes, and states:

1. He is counsel to defendant William B. Walkup, and this Affidavit is made in support of Mr. Walkup's Motion for Recusal filed November 19, 2021.

2. On or about October 12, 2021, Judge of Probate Amy W. McCulloch convened an emergency hearing in this matter. This hearing was a follow-up to a trial conducted January 4-6, 2021.

3. The trial conducted on January 4-6, 2021 was suspended to entertain a temporary settlement agreement. At the conclusion of those proceedings, plaintiff Jane Baskin had rested her case, and defendant William B. Walkup had testified in his defense. It was stipulated at that time that defendant reserved the right to complete his defense. See attached as Exhibit A pages 477-480 of the Transcript from January 6, 2021.

4. When the emergency hearing was convened on October 12, 2021, defendant William B. Walkup had not presented any of his additional evidence. That evidence includes but

is not limited to the testimony of Julian Walker, Albert L. Moses, Anne Webster and Ben Bruner. Attached hereto as Exhibits B, C and D are the affidavits of Julian Walker, Albert L. Moses and Anne Webster which are summaries of their expected testimonies at trial. While there are some allusions in these affidavits to Bill Walkup's excellent character, they reach far beyond his good character to address various aspects regarding this case. Ben Bruner will testify about his communication with Alex Weatherly. As evidenced by the Transcript pages 470-480 there was never any representation that Mr. Walkup's additional evidence is restricted to character evidence.

5. At the emergency hearing on October 12, 2021, Judge McCulloch stated in chambers that she intended to award Jane Baskin her attorney's fees. As stated in the Motion for Recusal, Judge McCulloch had previously directed counsel for plaintiff Jane Baskin to draw a proposed order awarding Ms. Baskin her attorney's fees, as evidenced by the email from Clerk Lori Elrod attached hereto as Exhibit E. Both Judge McCulloch's statement on October 12, 2021, and her prior instruction to plaintiff's counsel to prepare an order awarding Ms. Baskin her attorney's fees were made before Mr. Walkup was given any opportunity to complete the presentation of his evidence.

6. The fundamentals of due process require that each party be given fair opportunities to present his or her evidence and make his or her arguments. Mr. Walkup intends to make at the close of the evidence a Rule 41(b) motion for dismissal on the ground that plaintiff has shown no right to relief. In the motion is granted, Ms. Baskin would not be entitled to an award of her fees. Instead, Mr. Walkup would be entitled to an award of his attorney's fees.

7. The fact that Judge McCulloch has made up her mind on the issue of attorney's fees makes it mandatory that she grant Mr. Walkup's Motion for Recusal.

8. Both the appearance and reality of impartial justice are necessary to the public legitimacy of judicial pronouncements and thus to the rule of law itself.

9. A judge cannot decide a legal issue before the end of trial. Even appearing to have decided the merits before the close of evidence is reversible. Trial judges must maintain the appearance of fairness.

AFFIANT FURTHER SAYETH NAUGHT.

Thornwell F. Sowell, III

Sworn this 24th day of February, 2022

Printed Name: Amy A Kelly
Notary Public for State of South Carolina
My Commission Expires: May 27, 2026

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.	)	
	)	

Exhibit A

Affidavit of Thornwell F. Sowell, III

Trial Transcript, January 4-6, 2021, pgs. 477-480

Day 3 - January 6, 2021

[Begin 10:07 a.m.]

THE COURT: Back on the record in the trust matter for Jane Baskin. It's Wednesday January 6th, and there's been lots of efforts and discussions overnight and this morning and meetings with the attorneys in chambers. We have, I believe, agreed -- and I'm gonna let you, Mr. Sowell, put it in the words you want -- agreed to a temporary suspension of the litigation in an effort to truly come to a resolution, although temporary in nature, today for the parties to attempt a new progress forward. Do you want to say . . .

MR. SOWELL: Yes. Thank you, Your Honor, may it please the Court.

THE COURT: Yes, sir.

MR. SOWELL: Just to make a record on this, we -- of course, we had some evidence to put on today, we were going to put on our expert Julian Walker as well as Sinclair Lewis, Al Moses, Clarence Knight, Lewis Spradlin, Anne Webster and Kathy Parr. And I think we were going to proffer the deposition of Frampton Henderson and maybe the Guardian Ad Litem report.

As I understand it, and I want to make sure this is clear, we are reserving our rights to put on that evidence at a later date. And the Court agrees with that. Is that correct?

THE COURT: Only with the caveat that while you are reserving that right, forever to the moment you have to, we are working on a temporary solution that will hopefully lead to a permanent solution.

MR. SOWELL: Understood. We're trying to work out today a temporary solution, and we're also going to try to work out at some future date a permanent solution, but at the same time, we are not waiving any of our rights to proceed forward with our case in defense of Mr. Walkup as trustee.

If that is stipulated to, then we are prepared to agree to the suspension of the litigation today to make an effort to try to reach today a temporary solution and in the future a permanent solution. But if we are failures in that endeavor, which I hope we are not, we reserve our rights to put on our evidence as enumerated previously. And thank you, Your Honor.

THE COURT: Thank you, Mr. Sowell.

Mr. Detwiler?

MR. DETWILER: We agree with that, Your Honor.

THE COURT: So let me tell you attorneys and Mr. Walkup, Ms. Baskin and Ms. Moseley how important the next hour to two hours are going to be. And it is going to be really hard to transition from a mindset of fight and litigate to a mindset of working towards a solution. I'm going to urge you to work with me on this, work with each other on this, and I am one hundred percent confident that we will leave here today feeling better, feeling involved, feeling included, and feeling like we're moving to some progress.

I'd like to break now, allow the court reporter to wrap up, get her things and move out. Take a break to go the restroom, get some water, feed your meter if that's what you need to do and really come back here and we're going to just really hammer out some good temporary details to test some of the relationships and some of the new potential avenues to a successful new situation for Ms. Baskin. Good?

MR. SOWELL: Yes, Your Honor, with our reservation proxy.

MR. DETWILER: We're good with that, Your Honor.

THE COURT: All right. Thank you very much. We'll take about a 15-minute moment to give her time to get in and out. And also to allow y'all to talk to your clients a little bit about the things we've talked about in chambers, okay?

MR. SOWELL: Thank you.

- - - - -

(The proceeding was adjourned at 10:21 a.m.)

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.	)	
	)	

Exhibit B

Affidavit of Thornwell F. Sowell, III

Affidavit of Julian Walker

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF**
	)	**JULIAN W. WALKER, JR.**
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

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 a

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

Monica Lende

Printed Name: Monica Lende
Notary Public for State of South Carolina
My Commission Expires: 9/8/2025

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.	)	
	)	

Exhibit C

Affidavit of Thornwell F. Sowell, III

Affidavit of Albert L. Moses

STATE OF SOUTH CAROLINA	)	
	)	IN THE PROBATE COURT
COUNTY OF RICHLAND	)	
Jane E. Baskin,	)	Case No. 2020 - GC-40-72
Plaintiff,	)	
	)	
vs.	)	
	)	AFFIDAVIT
William B. Walkup	)	
Defendant	)	
	)	

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF RICHLAND	)	

PERSONALLY appeared before me, Albert L. Moses, who being duly sworn, deposes, and says:

The undersigned Affiant, Albert L. Moses, submits the following at the request of Defendant, William B. Walkup.

I have been requested to render an opinion in the matter of Jane E. Baskin, Plaintiff vs. William B. Walkup, as Trustee, Defendant, in the Richland County Probate Court. The opinion requested relates to (a) the character of the Defendant, William B. Walkup and (b) Ms. Baskin's claims against him in the above referenced matter. In rendering such opinion on the merits of Ms. Baskin's complaint, I have reviewed the pleadings, a transcript of the Plaintiff's case presented to the court, the will of Plaintiff's father, Eldridge Baskin, relevant provisions of the SC Trust Code, relevant judicial decisions and evidence provided to me by the Trustee. Based on the foregoing, I am of opinion as follows:

I have known Mr. Walkup personally for 70 years. We were school classmates in 1953 and I would note when in high school, he was the president of the National Honor Society at Dreher and was also elected President of the National Honor Society for the state of South Carolina in 1958. From time to time he has been a client of mine and he has referred individuals to me for legal work. In the entire time I have known him, I have not, until now, heard, known or experienced anything even slightly derogatory about him. To the contrary, he has a reputation for integrity and significant financial expertise, all of which I believe and all of which corresponds with my own personal experiences with him.

In reading over statements and comments from individuals who seem to know Jane E. Baskin, I see reflected a person who has rejected the actions of her trustee to keep her safe and secure, such as his proposal to move her to an assisted living facility. Ms. Baskin's medical records record an increasing number of dangerous falls, even as an increasing age will make such

falls ever more dangerous. I believe that Mr. Walkup's concern about her health and safety have interfered Ms. Baskin's freedom of action, which is sad but understandable and it is indicative of his character that he is willing to incur her wrath to take care of her. The charges that she has made against him strike me as indicative of diminished physical and mental capacity which is a reason supporting the need to live in an assisted living institution that can provide a higher degree of personal care and safety than she receives in her present home.

Based on my long-term relationship with Mr. Walkup, I do not believe in the truth of any of the charges Ms. Baskin has made against him for assorted acts of bullying, rudeness and assault and battery. He is incapable of such acts. He is a kind and gentle man.

With regard to the claims she has asserted against him in the above referenced case, the Trustee has asked me to state what my qualifications are to offer expert witness testimony and I have set out those qualifications below:

Cum Laude graduate of the USC Law School, 1964 (2nd in class), Wig and Robe, SCLR Editorial Board.

Received LLM in Taxation, Georgetown University Law Center, Washington DC.

Author of 1st, 2nd, 3rd and 4th Editions of SC Probate Practice Manual.

Author or Co-Author of two SCLR articles, respectively on disclaimers and durable powers of attorney.

Lecturer - SC Bar Review, on Wills and on Trusts, 20 consecutive years.

Adjunct USC law faculty, teaching estate administration or teaching will drafting, for 25 consecutive years.

Editor and co-author of a book on "Durable Powers of Attorney and Health Care Directives", published by West Publishing Co. currently in print.

Fellow, American College of Trusts and Estates Counsel.

Honorary member, Order of the Coif at USC Law School.

Lecturer, Duke and Miami Universities Estate Planning Conferences.

Listed in Best Lawyers in America - 20 consecutive years.

Selected by SC Supreme Court as an initial member of the SC Estate Planning and Probate Specialization Advisory Board.

Selected in 2017 by the SC Bar for the Robert P. Wilkins Award for meritorious service in the practice of probate, estate and trust law.

1. The Fundamental disagreement of this case

The fundamental disagreement in this case is between William B. Walkup, as Trustee of a trust created under the will of Eldridge Baskin, and the sole beneficiary of such trust, Jane E. Baskin, who is the daughter of Eldridge Baskin, deceased. Under the terms of that trust, the Trustee is directed to pay all trust income to Plaintiff, and in addition, in his absolute discretion, to encroach upon trust principal for the support of Plaintiff.

2. Controlling Law

The encroachment power granted to the Trustee by the Testator is described as exercisable in the Trustee's absolute discretion.

With regard to Plaintiff's desire to force a greater encroachment on principal from the trust than the Trustee has been willing to make, the South Carolina Supreme Court addressed a very similar issue almost 50 years ago in 1963 in the case of Page vs. Page, 243 S.C. 312, 133 S.E. 2d 829, in which a testator instructed his trustee to pay for "*...any emergent needs of his son and grandchildren, the trustee to be the judge of the necessity of paying out any of such funds. This is to provide against any misfortune to my said son that would incapacitate him as a provider for himself and his family, or unforseen happening to any of the said children that would make necessary any expenses that my said son could not reasonably meet.*" The trust instrument contains no requirement to pay the son income.

The son as plaintiff sought a construction of the trust by the court that would authorize and direct the trustee to pay him the annual income from the corpus of the trust. The value of the corpus of the trust at that time was $21,300.00 and the annual income was $840.00. This the Trustee declined to do, relying on the testamentary instructions granting the Trustee discretion to distribute trust funds or not, depending on the Trustee's evaluation of the financial needs of the beneficiaries.

The issue thus presented to the S.C. Supreme Court was whether the desires of beneficiary could overrule the instructions and discretions given to the Trustee and the Court held that such desires will not prevail. The court held that the discretions granted to the Trustee prevailed.

> *The powers of a trustee are either mandatory or discretionary. A power is mandatory when it authorizes and commands the trustee to perform some positive act and is discretionary when the trustee may either exercise or refrain from exercising it....However, a trustee cannot exercise an arbitrary discretion to the trust property...Courts of Equity have the right to exercise a supervisory control of the act of trustees.*

The court added:

> *In the administration of a trust, the intent of the testator is of controlling importance. Such intent is to be gathered from the words of the provision but*

these words are to be interpreted in the light of the rest of the will in order to determine the intention.

Finally, the court held that it found no abuse of discretion in the Trustee's refusal to conform to the beneficiary's desires. The court held that:

If a trustee exercises his discretionary power in good faith, without fraud or collusion, the Court will not interfere or control his discretion."

The Court pointed out that the beneficiary in this case would have the Court:

...substitute its discretion for that of the trustee. This the Court cannot do and the mere fact that if the discretion had been conferred upon the Court, the Court would have exercised the power differently is not a sufficient reason for interfering with the exercise of the power by the trustee...The burden is not upon the trustee to show good reasons for its actions, but rather is upon those who question its actions, to prove an abuse of discretion."

The Court concluded that there had been no showing of any abuse of discretion and dismissed the appeal.

In the case of Mr. Baskin's will, the Trustee was directed to pay all of the trust income annually to the Plaintiff, which he has done. The Trustee was also granted absolute discretion over principal encroachments. The Testator further elaborated what "absolute discretion" meant to him by declaring in his will (Item III) that:

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 bourne in mind by the said trustee when considering the matter of any encroachment upon the principal of ths trust created hereunder.

Again, in describing the breadth of the Trustee's discretionary power, the Testator in Item IV, Paragraph 22 granted to the Trustee:

In general, to exercise all powers in the management of... 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.

In my opinion, the Testator granted to the Trustee the broadest possible power in deciding whether and to what extent the Trustee should encroach upon principal for the Plaintiff's support.

3. South Carolina Trust Code subordinates itself to Trustee instructions.

There is a question whether the S.C. Trust Code, adopted in 2014 is applicable to the Testator's testamentary trust created on the Testator's death in 1990. However, if it is nevertheless found to be applicable by the courts, I will address the issues whether any of its provisions require the removal of the Trustee under Plaintiff's allegations in her complaint.

The SC Trust code provides in §62-7-105 that the terms of a trust control the requirements of the Trust Code, subject to 12 exceptions, only two of which are relevant here. One, §62-7-105(2) is the duty of a trustee to act in good faith and in accordance with the purposes of the trust. The other, §62-7-105(11) is the power of the court to take such action and exercise such jurisdiction as may be necessary in the interests of justice.

Plaintiff alleges in her complaint that §62-7-105(2) is applicable, claiming that the Trustee has committed 7 serious breaches of trust. She also alleges under §62-7-105(11) that the Trustee should be removed in the interests of justice, and claims that a small number of alleged bullying or rude incidents that she claims the Trustee committed justify his removal as Trustee.

3. Discretionary principal encroachments actually made by the Trustee in his discretion.

The actual discretionary encroachments by the Trustee paid from the Trust, to or for the benefit of Plaintiff, have equaled approximately $332,000 over the last 10 years, and have equaled an estimated $750,000 over the life of the trust. Included in this total are numerous encroachments for the expenses of Plaintiff's residence made before she moved into the apartment. Over the same 10 year period, Trust income payments to Plaintiff have equaled a total of approximately $152,000. Over the same 10 year period, a total of income and principal distributions to Plaintiff from the trust is $484,000 or averages $48,400 per year. Of these distributions from the Trust, 68.5% are from discretionary principal distributions authorized by the Trustee. I am aware that these income payments and principal encroachments were made out of a trust that only contained assets of about $175,000 when Mr. Walkup became trustee in 1990 at the death of the Testator. Based on these facts, I am of opinion that the Trustee has performed remarkably.

In addition, Plaintiff receives $479.00 a month from Social Security together with income of $381.00 a month from an annuity of her father, Eldridge Baskin. The total amount of income that Plaintiff receives from sources outside the trust equals $10,332 annually. Plaintiff's average monthly distributions from the trust equal $4,033 a month and she receives $861 a month from outside resources. Thus her average monthly income is now $4,894 per month. By comparison, the US Health and Human Services Department has established the 2021 annual federal poverty level at $12,880 which amounts to $1,073 per month, only about 1/4th of the funds that Plaintiff

actually receives monthly. In evaluating the amount that the Trustee has encroached upon principal and whether it has been arbitrary, or if there are circumstances justifying the removal of the trustee in the interests of justice, consideration of the foregoing information is, in my opinion, relevant.

5. What the trustee is duty bound to consider in making encroachment decisions.

In considering such encroachments on principal, I am of opinion that the Trustee has a duty to adhere to the objectives mandated by the Trust for the Trustee to administer the trust in such a way that the Trustee will continue have the financial ability to provide Plaintiff with support for her entire life. In making those decisions, the testator has instructed the Trustee to take into account to the extent he deems advisable, any other income or resources of Ms. Baskin known to him. In exercising his discretionary power, I am of opinion that the Trustee is faced with at least three major problems:

Life Expectancy unknown. The Trustee must take into account that the remaining years of Plaintiff's life are unknown and indeed unknowable and he must necessarily take into account that she may need financial support from the trust for a very long time.

Future medical expenses unknown. The Trustee must further take into account, that the Plaintiff, as someone with severe physical disabilities with the additional risks inherent in her condition, there could be and likely will be a need for further encroachments on principal to pay for significantly increased medical expenses. The Plaintiff, by her own admission, is severely physically disabled and has suffered a number of dangerous falls because of that disability. Nevertheless, she refuses to consider residing at an assisted living facility, despite the Trustee's urging and despite the fact that her family physician has signed documents supporting such a move and stating that she qualifies for assisted living. Therefore, her refusal to reside in an assisted living facility has increased the possibility of physical injury causing addition medical expenses of which the amount and duration thereof is unknown and unknowable. This additional risk is a factor in making principal encroachment decisions.

Future economic conditions unknown. Finally the Trustee must take into account future economic conditions which are also unknown and unknowable. One such example is the inflationary pressures to which the trust estate will be subjected. For example, the current rate of inflation is 6.8%. In each year in which such inflation rate continues for the full year, the purchasing power of the trust estate of $575,000 will be reduced by $39,000 and that assumes no increase in the inflation factor, also unknown and unknowable. Therefore for the trust estate to retain the same purchasing power, its value must be increased each year by Trustee's skill and financial acumen by $39,000, just to prevent loss. The more that the Trustee encroaches, the less ability he will have to provide financial support for the Plaintiff for her full lifetime.

In my opinion all of these matters must be considered for each discretionary principal encroachment issue presented to the Trustee, given his instructions to provide for Plaintiff for her lifetime.

In Plaintiff's first cause of action, she seeks the removal of Mr. Walkup as Trustee for several breaches of trust that she has labeled serious. In §62-7-706 of the Trust Code, removal of a trustee is permitted for serious breaches of trust which the Trust Code provides are breaches that cause serious harm or constitute flagrant misconduct. Webster's dictionary defines flagrant misconduct as conspicuously flagrant errors, especially so obviously inconsistent with what is right or proper as appear to be a flouting of law or morality.

Turning now to the alleged breaches of trust, in paragraphs 14 a and b of the complaint, Plaintiff claims that the Trustee has failed to comply with the notification requirement of §62-7-813 (b)(1) and that he has failed to keep her informed about the trust. The notification requirement of that code section does not specify that the notification must be in writing, and Plaintiff admits in testimony that the Trustee visited with her shortly after the Testator's death and told her what was in the trust. At that time, he was available to her to answer any questions she might have. The Trustee asserts that over the years he has answered every inquiry about the trust Plaintiff has made, and thus has complied or substantially complied with the aforesaid code section. Plaintiff's claim fails to allege or prove any significant harm or flagrant misconduct. In my opinion, the Trustee has complied or substantially complied with §62-7-813 (b).

In Paragraph 14 c, of the complaint, Plaintiff asserts that by failing to provide a copy of Trust's fiduciary income tax return and related documents, a serious breach of Trust has occurred. No such specific information is required by the code, and the Trust income tax returns have never been audited by the IRS or SCDOR. Again Plaintiff makes no claim of harm or of flagrant misconduct caused by the Trustee in his reports to her.. In the absence of such a claim and proof of serious harm to Plaintiff or flagrant misconduct, I am of opinion that there has been no serious breach of trust.

In Paragraph 14 d of the complaint and in Paragraph 14 g, plaintiff asserts a serious breach because she claims that the Trustee has been self-dealing by providing her with one of his apartments near his office and receiving rent from the trust for the apartment, but she does not allege nor prove that any serious harm has come to her therefrom and does not allege any flagrant misconduct by the Trustee. Moreover, in Item IV paragraph 16 of the Trust, the Testator specifically provided that the Trustee has discretion to deal with himself as an individual:

> *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 a fiduciary, capacity.*

Thus any alleged self-dealing where there was no fraud or the taking of unfair advantage of the Plaintiff (neither pled nor proven), such non-fraudulent self dealing was clearly authorized by the testator and in my opinion, did not constitute any breach of the trust, serious or otherwise.-

In Paragraph 14 e of the complaint, Plaintiff alleged a serious breach of trust by the Trustee in starting an eviction proceeding against her but fails to allege that she was, in fact evicted and fails to show how the starting of an eviction proceeding in any way significantly harmed her or constituted flagrant misconduct by the Trustee. Plaintiff has offered no testimony

or other evidence in support of her eviction claim. The Trustee denies that he started any eviction procedure of any kind. In addition, the Trustee asserts that no eviction proceedings were commenced and she was never evicted. I am therefore of opinion that no serious breach has occurred.

Finally, in Paragraph 14 f of the complaint, Plaintiff complains that the Trustee refused to insure Plaintiff's home, allowing it to fall into disrepair thus causing waste to a non-trust owned by Plaintiff. The Trustee asserts that the home is not a trust asset, and while he has a duty to provide for the support of the Plaintiff, Plaintiff has no power to demand that the Trustee do so in a way that she approves. The Trustee believes that the Plaintiff subjects herself to substantially more risk to her health and safety living at home by herself, even with sitters, based upon (1) the rather steep terrain of its location, (2) Plaintiff's severe physical disabilities and (3) her tendency to suffer falls. He therefore exercised the broad grant of discretion over principal encroachments to offer Plaintiff two significantly safer places to reside, the apartment near his office and an assisted living facility for which she has qualified. Plaintiff has declined assisted living and has insisted on taking unnecessary health and safety risks, and endangering the trust estate by residing alone in her home.

Trustee is not Plaintiff's guardian and has no ability to make residential decisions for her, but he has been appointed by the Testator as guardian of the trust estate The Trustee has been instructed by the Testator to use the trust estate to provide for Plaintiff's support for her lifetime. He therefore has the right and duty not to use the trust estate to financially enable the risks to Plaintiff and the trust estate that Plaintiff subjects herself by living in her home.

Plaintiff has also made a number of allegations against the Trustee, asserting an entitlement to his removal under §62-7-706(d) (1), (2), or (4).

In Paragraph 16 of the Complaint, Plaintiff alleges that the Trustee has failed and refused to pay for adequate caregivers and has hired caregivers with whom he has had pre-existing business relationships and has failed to pay Michele Moseley who provides care for Plaintiff. Plaintiff has failed to explain what she believes makes an adequate caregiver. She also complains that the Trustee has also hired caregivers with whom he had pre-existing business relationships but she fails to explain why that is improper. Finally, she complains that he has refused to pay Michele Moseley who is one of her caregivers. The Trustee has responded, to the extent that Paragraph 16 gives him sufficient information to respond, that inasmuch as he must pay Plaintiff all of the trust income, any further distribution is an encroachment of principal, subject to his discretion. In making a decision about any principal encroachment, he is required to consider the unknown future financial circumstances of the trust estate as well as the Testator's instructions to him. He asserts that he has paid those caregivers whom he has approved in advance but not those whom he had not approved. Ms. Moseley has not been approved by him. I am of opinion that there is nothing in the allegations of Paragraph 16 that is a ground for trustee removal.

In Paragraph 17 of the Complaint, Plaintiff alleges that the Trustee has acted as her personal guardian and required her to beg for him to pay of some of her everyday needs and only after she justified them. Similarly she claims that, against her will, the Trustee required her

to move from her house into an apartment he owned. The Trustee admits he is not Plaintiff's guardian and neither has (nor has asserted) any power to require Plaintiff to (1) to leave her residence and move to an apartment or (2) to do anything else. He admits that he recommended moving out of her home, for reasons explained above, but did not (and legally could not) require her to do anything. He also asserts that under the Trust created by her father, she must ask him to encroach on trust principal for her benefit, and must justify it to him, but that is the testamentary scheme her father desired. In my opinion, there is nothing in the allegations of Paragraph 17 that is a ground for trustee removal.

In Paragraph 19, Plaintiff claims that the Trustee assaulted her, causing her physical and emotional harm and that he took her against her will to be evaluated at the Jenni-Lynn facility. Trustee denies any assault or physical or emotional harm resulting therefrom, and asserts that he persuaded her voluntarily to travel to the Jenni-Lynn for such evaluation which she received and that Jenni-Lynn ultimately qualified her for assisted living at its facility. Plaintiff offered no corroborating evidence of these allegations and therefore has not met her burden of proof. I am therefore of opinion that there is nothing in the allegations of Paragraph 19 that is a ground for trustee removal.

62-7-706(b) provides that the court may remove a trustee:

(1) *if there been a serious breach of trust.*

For the reasons stated above I am of opinion that there has been no serious breach of trust by the trustee.

(3) *because of unfitness, unwillingness or persistent failure of the trustee to administer the trust effectively, the court determines that removal of the trust best serves the interest of the beneficiaries, or*

Inasmuch as all of the allegations of the Plaintiff in the complaint have been denied by the Trustee and Plaintiff has either (1) presented no evidence or no corroborating evidence in support thereof, or (2) has not alleged a valid serious breach of trust, Plaintiff has not met her burden of showing that the Trustee is unfit, unwilling or has persistently failed to administer the trust effectively. Therefore I am of opinion that none of the grounds for removal stated in 62-7-706(b) exist and the Trustee should not be removed.

(4) *There has been a substantial change of circumstances or removal is requested by all of the qualified beneficiaries, the court finds that the removal of the trustee best serves the interests of all of the beneficiaries and is not consistent with a material purpose of the trust, and a suitable trustee co-trustee or successor trustee is available.*

Plaintiff has failed to explain how the removal of the Trustee best serves her interests. The performance of the Trustee with regard to this trust has been remarkable. Over the term of the trust, he has almost quadrupled the value of the trust estate (from $175,000 to $575,000) while over the last ten years, distributing to Plaintiff a total of $484,000, almost one half-million dollars in distributions of income and encroachments of principal. Thus, Plaintiff receives

monthly from the trust on income and principal, totaling $4,033 per month and has income from outside the trust of $861 per month, for a total monthly amount of $4,894. But for the distributions from the trust, Plaintiff's income would be less than the federal poverty level. This is why the Trust is so important to Plaintiff's financial security. A replacement trustee with less financial skills than Mr. Walkup or who is more malleable regarding principal encroachments will put the Testator's Testamentary plan and Plaintiff's future financial security at serious risk. Removing the Trustee would do serious damage to the testamentary plan created by the Testator in his will, and which, according to the SC Trust Code, should be of primary importance in construing a will. I am therefore of opinion that the Trustee should not be removed.

FURTHER AFFIANT SAYETH NOT.

Albert L. Moses

Sworn this 10th day of February, 2022

Amy A. Kelly

Printed Name: Amy A Kelly

Notary Public for State of South Carolina

My Commission Expires: May 27 2026

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.	)	
	)	

Exhibit D

Affidavit of Thornwell F. Sowell, III

Affidavit of Anne Webster

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 FORSYTH)

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.

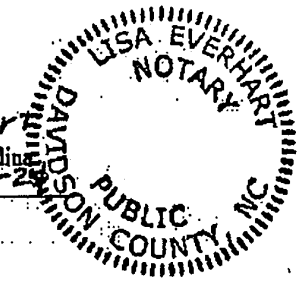
Anne Webster

Anne Webster

Sworn this 10 day of December, 2020

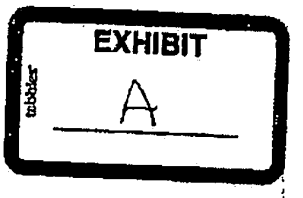
Lisa Everhart

Printed Name: Lisa Everhart
Notary Public for State of North Carolina
My Commission Expires: 4-20-25



On the advice of my attorney W. McNair Tornow I have had this affidavit notirized 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



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:aweb44etal@triad.rr.com]
Sent: Wednesday, March 08, 2017 6:12 PM
To: Bill@Walkup.biz; Alex Weatherly <AlexWeatherly@callsontighe.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 Celesta 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 subterfuge; 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.

Baskin 0002

Walkup 00062

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.	)	
	)	

Exhibit E

Affidavit of Thornwell F. Sowell, III

Email from Lori Elrod dated July 27, 2021

Biff Sowell

From: Lori Elrod <Elrod.Lori@richlandcountysc.gov>
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

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, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Defendant William B. Walkup*, do hereby certify that I have served all counsel in this action with a copy of the documents specified below by mailing a copy of the same by emailing and sending by United States Mail, postage prepaid, to the following addresses:

Documents: Affidavit of Thornwell F. Sowell, III

Counsel Served:

Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Attorneys for Plaintiff

W. Alex Weatherly, Jr., Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Special Trustee for Jane E. Baskin

Amy A. Kelly

February 24, 2022

STATE OF SOUTH CAROLINA	)	
	)	IN THE PROBATE COURT
COUNTY OF RICHLAND	)	
Jane E. Baskin,	)	Case No. 2020 - GC-40-72
Plaintiff,	)	
	)	
vs.	)	
	)	AFFIDAVIT
William B. Walkup	)	
Defendant	)	
	)	

STATE OF SOUTH CAROLINA	)
	)
COUNTY OF RICHLAND	)

PERSONALLY appeared before me, Bess J. DuRant, after being duly sworn, deposes, and states:

1. I am a member of Sowell & DuRant, LLC. Thornwell ("Biff") Sowell is my partner at Sowell & DuRant, LLC.

2. Sowell & DuRant, LLC represents William B. Walkup in the above-referenced matter.

3. This matter was partially tried from January 4 – 6, 2021, but litigation was stayed when the parties entered into a temporary settlement agreement.

4. On or about October 12, 2021, the Probate Court held an emergency hearing, over which the Honorable Amy W. McCulloch presided.

5. During this emergency hearing, counsel for the parties were in Judge McCulloch's chambers and discussed various matters, including proceeding with the remainder of the trial.

6. I recall Judge McCulloch mentioning that she would award attorney's fees to Plaintiff Jane Baskin if the parties continued with the balance of the trial. This statement was made before Mr. Walkup had an opportunity to present his case at trial.

7. I hold Judge McCulloch in the highest regard and believe she is intelligent, a fine jurist, and concerned about all matters before her. I do, however, recall that she made the statement about an award of attorney's fees to Ms. Baskin, which prompted the Motion for Recusal filed by Mr. Walkup.

AFFIANT FURTHER SAYETH NAUGHT.

Bess J. DuRant

Sworn this 24th day of February, 2022
Printed Name: Amy A Kelly
Notary Public for State of South Carolina
My Commission Expires: May 27, 2026

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, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Defendant William B. Walkup*, do hereby certify that I have served all counsel in this action with a copy of the documents specified below by mailing a copy of the same by emailing and sending by United States Mail, postage prepaid, to the following addresses:

Documents: Affidavit of Bess J. DuRant

Counsel Served:

Richard C. Detwiler, Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Attorneys for Plaintiff

W. Alex Weatherly, Jr., Esquire
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, SC 29202-1390
Special Trustee for Jane E. Baskin

Amy A. Kelly

February 24, 2022

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	**AMENDED AND SUPPLEMENTAL PETITION FOR TEMPORARY ATTORNEYS' FEES AND COSTS**
	)	
vs.	)	
	)	
William B. Walkup,	)	
	)	
Defendant,	)	
	)	

The Plaintiff, Jane E. Baskin, by and through her undersigned counsel, presents this Amended and Supplemental Petition for Temporary Attorneys' Fees and Costs, seeking an award of her attorneys' fees and costs, *pendente lite*, incurred in the course of this litigation, and would show further unto this Honorable Court as follows:

PROCEDURAL HISTORY

1. The action was brought on July 20, 2020 seeking the removal of the Trustee and an accounting of the testamentary trust established by Plaintiff's father, Eldridge Baskin.

2. This 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 and a monthly allowance to cover her care and living expenses. These negotiations were to no avail.

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 by defense counsel of the Plaintiff, Mr. Weatherly, Michele Moseley (the Plaintiffs attorney-in-fact) and the Plaintiffs personal physician. The majority of Defendant's discovery efforts were devoted to issues not raised in the pleadings - undue influence and Ms. Baskin's competency.

4. The case was tried for two full days. Evidence at the trial of this case proved 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 demand was made by Ms. Baskin's attorney. No annual accountings were ever generated by the Trustee.

5. At the end of the second day, the Court strongly encouraged the parties to settle. On the morning of the third day of trial, the undersigned counsel made a written offer of settlement which was initially rejected without a counterproposal. However, thereafter, a settlement was reached, but only after help from the Court. A copy of the "Temporary Settlement Agreement," filed January 6, 2021 is attached as **Exhibit A.**

6. The settlement reached after two days of trial and months of discovery must be compared to the offer sent by Mr. Weatherly to Mr. Walkup's then attorney, Benjamin C. Bruner, dated May 13, 2019, attached as **Exhibit B.** This comparison reveals that the parties agreed, after substantial litigation costs, to *more than* what

Mr. Weatherly had offered on Ms. Baskin's behalf over eighteen months prior to the trial. Stated another way, after all of this expensive litigation, Ms. Baskin prevailed.

7. A status conference following up from the Temporary Settlement Agreement was set for October 12, 2021. There, Defendant took the position that the Agreement had "expired" and he was under no further obligations 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, 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 obliged and set the remainder of the trial to be heard on December 21-22, 2021.

11. Just before the trial was set to reconvene, the Defendant filed a Motion for Recusal, asking Judge McCulloch 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 speculation, innuendo and hearsay. The undersigned, on behalf of the Plaintiff, sought discovery limited to issues raised in the Emergency Motion filed by the Defendant. The Defendant failed and has refused to respond, asserting that the case was stayed, leading Plaintiff to file her Motion to Compel Discovery on February 1, 2022.

13. Since entering into the Temporary Settlement Agreement, the Defendant has escalated his litigious and dilatory behavior. He first demanded an immediate reconvening of the trial, then filed a meritless Motion for Recusal to delay the trial. He filed an "Emergency Motion" based on innuendo, speculation and hearsay, then refused to respond to discovery directed to determine what facts supported that motion.

14. But more importantly, Mr. Walkup turned a somewhat routine claim for an accounting and his removal into complex litigation involving multiple, unnecessary depositions, discovery and motions. The magnitude this litigation took on was completely unnecessary and avoidable, but for the Defendant's actions.

15. **Significantly, after almost two years of litigation, Mr. Walkup has learned nothing: Mr. Walkup has failed to provide any further accountings of the Trust since the trial of this case in January of 2021, a**

period of fifteen (15) months. On the other hand, Mr. Weatherly, acting as the Special Trustee, has filed monthly accountings.

16. Since this litigation commenced, Ms. Baskin has incurred total fees and costs of $104,974.92. See, Amended and Supplemental Affidavit in Support of Petition for Attorneys' Fees attached as **Exhibit C**. The invoices attached to **Exhibit C** show the total of $66,572.65 in fees and costs incurred prior to the Plaintiff's First Petition for Attorneys' Fees and Costs filed on February 12, 2021, plus the additional amounts of $37,345.00 in attorneys' fees and $1,057.27 in costs incurred since that time, for a total of $38,402.27 for the grand total of $104,974.92. These 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. And the trial has yet to be reconvened.

STANDARD FOR AWARD OF ATTORNEYS FEES

17. 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.

18. § 62-7-1004 makes no distinction between an award of fees following the conclusion of a matter, or while the matter is pending, for good reason. A beneficiary of a trust must be able to hire counsel to address her concerns about a trust. She should not be required to wait to pay her attorneys when she has no other means of payment.

Her fees and costs may be awarded ". . . as justice and equity may require . . .." Id.

19. 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 (citations omitted). Consideration should be given to all six criteria in establishing reasonable attorney's fees; none of these six factors is controlling. *Id.* at 385.

20. In the *Baron* decision, the Supreme Court upheld the award of the trial court, which had articulated and analyzed 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 LegalServices.

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. 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.

Baron, 297 SC 382, 385-386.

APPLICATION OF STANDARD

21. Applying the standard set forth in *Baron,* the Plaintiff would show as follows:

(a) Nature, Extent and Difficulty of Legal Services Rendered. In this case, like *Baron,* this litigation was made unnecessarily complex by the defendant's strategy of attacking Ms. Baskin's attorney-in-fact, suggesting undue influence, and by calling into question Ms. Baskin's competency, when none of those issues was even raised in the pleadings. The Defendant has attacked the Court's neutrality. And Defendant has filed an "Emergency Motion" on the flimsiest grounds.

(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 and were largely spent in response to the unfounded (and unpled) allegations made by the defendant, the unnecessary discovery conducted by Defendant's counsel, and the unfounded and dilatory positions taken by the

Defendant.

(c) Professional Standing of Counsel. The undersigned counsel is an experienced trial lawyer in good standing in the legal community, with thirty-five years as a practicing lawyer handling general litigation, including trust litigation, as reflected in his affidavit made a part of this Petition. Likewise, Mr. Weatherly is a well-known and respected lawyer who has been practicing for a similar length of time. He is an experienced Certified Public Accountant, as well, and practices in the areas of Trusts and Estates.

(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 undersigned counsel and his firm undertook this case because it was the right thing to do, knowing that Ms. Baskin could not pay for our services. Ms. Baskin needed a lawyer. Had Ms. Baskin not prevailed, counsel understood that they likely would never have been paid.

(e) Fees Customarily Charged in the Locality for Similar Services. The fees charged are those customarily charged in this legal community. It must also be noted 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 through the trial in January of 2021. Since that time, Mr. Weatherly has acted as Special Trustee, doing essentially what Mr. Walkup should be doing.

(f) Beneficial Results Obtained. Finally, the benefits obtained by Ms. Baskin were *more than* she had offered to settle the dispute for eighteen months prior to bringing suit, as previously noted.

22. Ms. Baskin has no ability to pay her attorneys' fees and costs, but she is the beneficiary of a trust controlled by the Defendant believed to be worth in excess of $500,000.[1] She would have been unable to bring this action to seek redress before the Court but for the undersigned counsel agreeing to do so without a retainer or periodic payment of fees and costs, at great risk. 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 $11,000 in litigation costs to protect Ms. Baskin's rights.

23. On the other hand, Mr. Walkup has the ability to pay Ms. Baskin's fees and costs, as well as his own. He has shown no restraint in how much he is willing to pay his lawyers to pursue this matter. 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% (.009) for managing these assets, which would amount to fees in excess of $900,000 yearly. This is *in addition* to the trusteefees he charges the Eldridge Baskin Trust.

24. Ms. Baskin's counsel has a right to be paid reasonable fees and suit costs for bringing this action on behalf of Ms. Baskin. Funds are available to pay the undersigned's fees and costs from the Trust, but ultimately the Defendant Walkup, not the Trust, should be responsible for Ms. Baskin's fees and costs. In the meantime, the Plaintiff and her counsel request an award of attorneys' fees be made, that such fees

[1] As noted, the Trustee has provided no recent accounting of the Eldridge Baskin Trust.

and costs be ordered paid by the Trust, reserving the issue that the award should ultimately be paid by the Defendant.

NOW, WHEREFORE, having fully petitioned this Court as set forth above, the Plaintiff respectfully requests an award of her attorneys' fees and costs in the total amount of $104,974.92, to be paid by the Eldridge Baskin Trust, preserving the issue that all fees and costs should ultimately be paid by the Defendant.

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

March 1, 2022

EXHIBIT A

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

2021 JAN -6 P 1:35

IN THE MATTER OF THE TRUST OF JANE E. BASKIN) TEMPORARY SETTLEMENT AGREEMENT

MARY 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
$150.00	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, Beneficiary — Date: 1-6-2021

Michele Moseley — Date: 1-6-2021

Alex Weatherly, — Date: 1-6-2021

Richard C. Detwiler — Date: 1-6-2021

William B. Walkup, Trustee — Date: 1/6/21

Thornwell F. Sowell — Date: 1/6/21

Bess J. DuRant — Date: 1/6/21

EXHIBIT B

FILED
2021 FEB 12 P 2:00
TIGHE

May 13, 2019

Benjamin C. Bruner, Esquire
Bruner Powell Wall & Mullins, LLC
Post Office Box 61110
Columbia, South Carolina 29260-1110

Re: Eldridge Baskin Trust
Our File No. 6660.001
BPMW File No. 11-2885.100

Dear Ben:

I am writing in response to your email to me last week to discuss the points raised in your letter dated October 6, 2018.

Before outlining Ms. Baskin's current position regarding this matter, I would like to respond to a few of the comments made in your letter.

A. RESPONSES TO OCTOBER 6, LETTER:

I. **Request for an accounting of all income expenditures by the Trust for the past three (3) years.** Thank you for providing the information you sent with the October 6 letter and previously on May 4, 2017. In reviewing the accounting information, we are unable to locate how Mr. Walkup deposited a check in the amount of approximately $13,600 which Jane received from the sale of property which she specifically asked Mr. Walkup to deposit. Is there another account into which these funds were deposited? Did we received the information on all accounts held by the Trust? Please ask Mr. Walkup to respond to this question specifically.

II. **Request for limited contact.** You requested clarification on the point as to why Ms. Baskin has asked Mr. Walkup to limit his contact with her. Simply stated, Ms. Baskin fears Mr. Walkup. According to Ms. Baskin, he is aggressive with her and tries to exert undue influence over her regarding the choices he wants her to make regarding her finances and other matters. He is not her representative, he is not her agent, and she feels that he has tried to insert himself in that capacity in the past. In order that she need not undergo the emotional stress which he causes her, and in order that there may be an independent individual involved in observing the interaction between Ms. Baskin and Mr. Walkup regarding her finances, she requests that he interact with her through her agent, Michele Moseley, or through me as her attorney.

EXHIBIT
28

III. **Disbursement of annuity funds.** Presently, Mr. Walkup sends Ms. Baskin a check for the annuity payment which is disbursed from one of the accounts held by her trust. She has no verification that the amount she is receiving is in fact equal to the amount of the annuity payment or that the annuity payment is in fact going into the Trust and then being disbursed to her. Her preference would be that arrangements be made so that the annuity checks are paid directly to her and sent to her by the issuer of the annuity. In lieu thereof, she requests that copies of the annuity checks received by Mr. Walkup be provided to her along with the checks that he is sending her.

IV. **Disbursement of Trust income.** You make a number of statements in this extensive section of your letter concerning which you have no personal knowledge and which are no doubt based on Mr. Walkup's opinion. Ms. Baskin would challenge Mr. Walkup's assertions regarding the motivations of her father. Ms. Baskin has said there are substantial facts surrounding how Mr. Baskin's Will was executed which would indicate that Mr. Walkup initially tried to cut Ms. Baskin out of the Will altogether and only after Mr. Baskin, while on his deathbed, demanded that Mr. Walkup change the Will so as to include the Trust for Ms. Baskin, did Mr. Walkup have Ben Boyd, the attorney which Mr. Walkup hired, revise the Will.

Ms. Baskin resents Mr. Walkup's continued assertions about the $10,000 credit card charges. The fact that he serves as her trustee does not give him the right to know every little thing about her finances. Had he properly supported her through the Trust, she would have felt no need to use her credit card in order to cover her expenses. In the grand scheme of things, the $10,000 was not covered by Mr. Walkup from the Trust but by Ms. Baskin. Furthermore, the expenses were merely for items Mr. Walkup should have been paying for anyway.

Regarding Mr. Walkup's assertions concerning what statements have and have not been made by Ms. Baskin's caregivers, let me simply assure you that statements have been made by caregivers that are contrary to those facts which Mr. Walkup relayed to you.

As to the HVAC system, Ms. Baskin has received three (3) different estimates, copies of which are enclosed. Only the most expensive of the estimates is willing to provide financing. It would be a savings to the Trust and Ms. Baskin if the less expensive option could be selected and financed through the Trust. One of the HVAC companies who inspected the work performed by the contractor hired by Mr. Walkup has also given ample evidence of the substandard nature of the work performed by Mr. Walkup's contractor. Given that the home is heated by gas, and the recent news events concerning the improper repair and maintenance of gas heated living facilities here in the Columbia area, it is shocking to think that Mr. Walkup would have exposed Ms. Baskin to the dangers of an inadequately heated and maintained gas furnace.

V. **Disbursements of principal and authority to make living arrangements.** Mr. Baskin made it clear in his Will that, "...the sole purpose of the trust created [under the Will] to provide the well being of Jane E. Baskin so long as she shall live". Notwithstanding the discretion given to Mr. Walkup as trustee, Mr. Baskin made it clear that this purpose was to be, "...born in mind by the trustee when considering the matter of any encroachment upon the principal of the trust created [under the Will]."

It is clear from the paultry sums that Mr. Walkup has distributed on behalf of Ms. Baskin, and from the unbelievable growth in the principal of the trust, that he has managed it primarily for the benefit of the remainderman and not for Ms. Baskin.

As to the remaining assertions made in your letter, all I can say is that the testimony of witnesses will bear out who is right about those statements.

Enclosed is the proposed budget that Ms. Baskin would like the trustee to abide by in making encroachments upon the principal of the trust for her benefit.

VI. **Request for additional distributions.** As mentioned previously, enclosed are estimates for the proper repair of the HVAC system, along with the report of one inspector who has indicated that the work done thus far by Mr. Walkup's HVAC contractor has been substandard.

VII. **Future selection of caregivers, living expenses, etc.** Ms. Baskin is delighted to know that Mr. Walkup will stop hiring caregivers who he charges with the task of acting as his "spies" in order to try to build a case for him to try to have Ms. Baskin committed.

VIII. **Plans for successor trustee.** You indicate that Mr. Walkup says that the statements that he should retire are false. Prior to your involvement in this matter, Mr. Walkup made those exact statements to me. Accordingly, he is obviously getting to the age where he is not able to remember what he has or has not said. If Mr. Walkup is ready to retire, we are glad to provide information regarding who acceptable potential successors might be.

B. DEMANDS BY MS. BASKIN:

Having responded to the assertions made in your prior letter, Ms. Baskin hereby demands the following:

1. Mr. Walkup should either return the $13,600 that she gave him to deposit on her behalf or show exactly where it was deposited and demonstrate how it has been utilized exclusively for her benefit.

2. Ms. Baskin desires to hire Edward Herbert to complete the installation and repair of the HVAC system at the Summerlea residence. Ms. Baskin wants Mr. Walkup's immediate commitment to pay the cost of the repairs in accordance with Mr. Herbert's estimate.

3. Since the time of your letter, Mr. Walkup has raised the rate paid to Ms. Baskin's primary caregivers to $15.00 per hour. He has also re-hired caregivers that he has in the past terminated because he thought they were inadequate. Per your statements above regarding the selection of future caregivers, Ms. Baskin demands the immediate right to hire all future caregivers and to receive Mr. Walkup's assurance that so long as they are paid not more than $15.00 per hour during normal working hours and not more than $20.00 per hour for last minute work on the weekends, that he will make such payments.

4. Ms. Baskin demands that Mr. Walkup immediately begin disbursing her a monthly amount of $6,500 in order to cover the cost consistent with the monthly budget outlined in the enclosed statement.

5. Ms. Baskin demands that Mr. Walkup provide her with quarterly statements showing all Trust receipts and disbursements for all accounts.

Please do not hesitate to contact me if you would like to discuss these demands. Otherwise, please confirm in writing that Mr. Walkup will begin immediately to comply therewith.

Yours sincerely,

W. Alex Weatherly, Jr.

WAWjr/tsl
Enclosures

Jane Baskin Monthly Budget

Description	Amount
Caregiving	$4,700.00
Rent	$1,200.00
Electricity	$100.00
Water	$30.00
Cable	$60.00
Cell Phone	$50.00
Pharmacy	$122.00
Miscellaneous	$238.00
	$6,500.00

Walkup 00187

Herbert Heating & Air
205 Juarez Court • Columbia, SC 29206 803-606-5041

February 18, 2019

Attn: Michelle Moseley and Alex Weatherly

Address for work completed – 316 Summerlea Rd.

Upon inspection of the Heating and Air unit at the above referenced address, the following items should be addressed as they are not up to code.

1. Wiring at condenser unit not up to code
2. Line set is not the right size for cooling system.
3. Duct work needs to be replaced as it's rusted out in places.
4. Insulation on duct is not up to R Factor
5. Drain line is not up to code
6. No flue line connected to gas furnace. Flue line cannot be installed into old chimney. Has to have a power vent installed to blow flue gasses to outside
7. Gas furnace is 80,000 btu with a 5 ton drive. Too much air flow for square footage of house.
8. No gas line connected to gas furnace.
9. Unit not level on pad

Edward W. Herbert Jr.

MM368

EXHIBIT C

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	**AMENDED AND SUPPLEMENTAL**
vs.	)	**AFFIDAVIT IN SUPPORT OF**
	)	**ATTORNEYS' FEES**
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

PERSONALLY APPEARED BEFORE ME Richard C. Detwiler who, being duly sworn, deposes and says:

1. I was admitted to the practice of law in South Carolina in 1986.

2. I am an active member of the South Carolina Bar Association, the Richland County Bar Association, the American Association for Justice and the South Carolina Association for Justice. I am also admitted to practice before the United States District Court, District of South Carolina and the United States Fourth Circuit Court of Appeals.

3. I joined the law firm of Callison Tighe & Robinson, LLC, in July of 1991 and became a Member the following year. I currently serve as the firm's Managing Member.

4. The emphasis of my practice is general civil litigation, including commercial litigation, trust and estate litigation and personal injury. I am rated "AV Preeminent" by Martindale-Hubbell, a recognition of my peers of the highest professional excellence, levels of skill and integrity. I am recognized by "Best Lawyers" in the areas of commercial litigation and workers' compensation.

5. I am the attorney of record for the Plaintiff in the above-captioned action. The services rendered by my firm on behalf of Plaintiff have been performed by me or under my direction.

6. My regular hourly rate is Three Hundred Fifty and 00/100 ($350.00) Dollars per hour, which I believe to be at or below market rate for a trial lawyer with my experience. I have incurred 43.70 hours of billable time in this matter since Plaintiff's original Petition for Attorneys' Fees was filed on February 12, 2021. Alex Weatherly charges an hourly rate of Three Hundred Fifty and 00/100 ($350.00) Dollars per hour and has incurred 63 hours of billable time during this same period. Total fees incurred in this matter since February 12, 2021 are $37,345.00. Additional costs incurred are $1,057.27. These figures are in addition to the $66,572.65 set forth in the Plaintiff's initial Petition for Attorneys' Fees and Costs filed on February 12, 2021, which Petition is incorporated by reference hereto. The grand total of all fees and costs to date, therefore, is $104,974.92, as reflected on the attached detailed invoices showing descriptions of work and time for each entry.

7. W. Alex Weatherly, Jr. also assisted in the representation of the Plaintiff in this case. However, despite his considerable contributions, he has not billed for any of his pre-suit time incurred in this litigation.

8. I prepared the Petition for Attorneys' Fees filed in this matter, to which this Affidavit is appended, and attest as an officer of this Court that all statements therein are true and correct, to the best of my knowledge, information and belief, and are incorporated by reference into this Affidavit. I particularly note, as set forth in the Petition, that much of

the considerable cost of this litigation were the result of the Defendant's unreasonable actions, positions taken and dilatory conduct.

9. All services performed in this case were reasonable, efficient and necessary for the proper representation of the Plaintiff, and I am informed and believe that the fees and expenses charged in this case reflect those customarily charged in this locality for a similar action.

10. I am requesting that the Court review the file, Plaintiff's Petition, this Amended and Supplemental Affidavit, and the evidence presented to the Court and grant Plaintiff an award of her attorneys' fees and costs to date in the amount of $104,974.92, *pendente lite*, requiring the Trust to pay the undersigned counsel immediately for those fees and costs, preserving unto the court the authority to direct that all such fees be paid by the Defendant.

FURTHER, DEPONENT SAYETH NAUGHT.

Richard C. Detwiler
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
before me this 1st day of March 2021

Denise M. Hardwick (L.S.)
Notary Public for South Carolina
Print Name: Denise M. Hardwick
My commission expires: 3-25-28

CALLISON TIGHE & ROBINSON, LLC
Attorneys at Law
1812 Lincoln Street, Suite 200
Post Office Box 1390
Columbia, South Carolina 29202

(803) 404-6900
(803) 404-6902
FEDERAL I.D.

February 11, 2021
File No: 6660-002M
Statement No: 213783

Jane Baskin
200 Atrium Way
Apartment 503
Columbia SC 29223

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
03/05/2020	RCD	Emails to/from Mr. Bruner.	0.50	
07/10/2020	RCD	Meet with Jane and Michele; review and revise draft Complaint.	2.60	
	DMH	Instructions from RCD; draft Complaint	2.10	
07/12/2020	DMH	Revise Complaint, draft Summons; letter to Probate Court filing same	1.60	
07/14/2020	RCD	Review and revise Complaint.	1.00	
07/16/2020	RCD	Draft, review, revise and finalize Complaint; teleconference with Michele Mosley; instruction to DMH.	2.00	
	DMH	Revise and finalize, Summons, Complaint and letter to Clerk of Court filing same	0.80	
07/24/2020	RCD	Emails to/from Biff Sowell and Bess DuRan (regarding service of S&C).	0.30	
07/31/2020	MCE	Telephone conference with Deputy Clerk of Probate Court regarding filing of Exhibit A to Complaint; email from Richland Probate with corrected filing stamp date on Exhibit A; letter to Richland County Probate Court with Acceptance of Service for filing; copy and mail accordingly.	0.30	No Charge
08/07/2020	WAW	Review Request for Interrogatories and Production of Documents	1.00	No Charge
08/08/2020	WAW	Confer with legal assistant	0.10	No Charge
08/10/2020	WAW	Confer with legal assistant	0.20	No Charge
08/11/2020	WAW	Confer with legal assistant; office conference with Jane Baskin and Michele Moseley; confer with co-counsel	1.80	No Charge
	RCD	Conference with WAW	0.40	No Charge
08/12/2020	WAW	Review email	0.10	No Charge
08/17/2020	RCD	Telephone call from Michelle Mosley; email to Mr. Sowell and Mrs. Durant.	1.00	

Jane Baskin

February 11, 2021
File No: 6660-002M
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Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
08/25/2020	WAW	Review correspondence; review responsive pleadings; telephone conference with Michele Moseley	0.40	No Charge
08/26/2020	WAW	Confer with Michele Moseley	0.10	No Charge
08/27/2020	WAW	Review discovery requests	0.20	No Charge
08/28/2020	RCD	Review response to Discovery; instructions to DMH.	0.60	
09/25/2020	WAW	Email to and from Michelle Moseley	0.20	No Charge
10/01/2020	RCD	Respond to email from Lori Elrod; instructions to DMH; emails to/from Bess Durant.	1.00	
10/02/2020	RCD	Review letter and subpoena from Durant; instructions to DMH.	0.40	
10/07/2020	RCD	Conference with Michelle Mosley and DMH (to review and respond to discovery requests).	2.00	
	DMH	Draft Answers to Interrogatories and Responses to Request for Production; Bate-stamp documents	4.50	
10/08/2020	WAW	Review email to and from Probate Court	0.20	No Charge
	RCD	Prepare for and participate in video conference with Judge McCulloch; emails to Judge McCulloch; conference with WAW.	1.20	
10/09/2020	WAW	Confer with co-counsel	0.20	No Charge
	RCD	Review and revise responses to discovery; review and revise Interrogatories and Requests for Production; letters (x4) to Sowell and Durant.	2.50	
	DMH	Revise and finalize Answers to Defendant's Interrogatories and Requests for Production, Certificate of Service; letter to Bess DuRant serving same and producing documents	2.30	
10/12/2020	WAW	Review email; review financial documents; confer with co-counsel; telephone conference with Michelle Moseley	0.90	No Charge
10/13/2020	WAW	Office conference with Michelle Moseley; review financial and tax records from trustee's attorney' draft memorandum; review email	4.80	No Charge
	RCD	Conference with WAW.	0.20	No Charge
10/14/2020	WAW	Review tax and financial records; Memorandum to file; confer with legal assistant; confer with co-counsel; review and revise correspondence; review correspondence from opposing counsel; Research regarding application of Uniform Principal and Income Act and other financial accountability principals; voice mail to Ted Chalgren	3.00	No Charge
	RCD	Respond to email from Amy Kelly; respond to email from Bess Durant.	0.40	
10/15/2020	WAW	Confer with co-counsel; email to Ted Chalgren; conference call with		

Jane Baskin

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
		Judge McCulloch and opposing counsel; review accounting received from DuRant; telephone conference with Michelle Moseley; draft response to Judge regarding review of accounting	5.50	No Charge
	RCD	Review so.called "accounting" received from Trustee; prepare/draft letter in response to "accounting" sent by Trustee; draft Petition; emails to/from Judge McCulloch; video conference with Judge McCulloch; conferences with WAW; numerous emails from Ms. Kemmerlin, Counsel.	3.00	
10/16/2020	WAW	Office conference with Jane Baskin; office conference with Jane Baskin and Michelle Moseley; review budget items; draft correspondence to Probate Court; confer with legal assistant; confer with co-counsel; review correspondence from Jane Baskin; email from Michelle Moseley; email to Ann Lyles at United Cerebral Palsy of SC	7.30	No Charge
	RCD	Teleconference with Mary Katherine Bagnal; email to Court and Counsel; meet with WAW and Jane; review ,edit and approve letter from WAW; review letter from Jane.	2.40	
10/18/2020	WAW	Review correspondence; confer with co-counsel; review and reply to email	0.20	No Charge
10/19/2020	RCD	Letters to various health care providers requesting medical records (upon instructions from Court)	2.10	
	WAW	Confer with legal assistant; draft correspondence; telephone conference with Michele Moseley; confer with co-counsel	0.50	No Charge
	RCD	Emails to/from Michelle Mosley.	0.20	No Charge
10/20/2020	WAW	Review and reply to email; telephone conference with Brad Beasley; voice mail to and from Rick Detwiler	0.80	No Charge
	RCD	Telephone call to Mary Katherine Bagnal.	0.20	No Charge
10/21/2020	DMH	Download and review documents produced by Amy Kelly to Judge McCulloch	0.80	
	WAW	Review and reply to email; confer with co-counsel; confer with legal assistant	0.40	No Charge
	RCD	Teleconference with Mary Katherine Bagnal; telephone calls to Michelle Nunn; teleconference with Ms. Nunn; emails to/from Judge McCullouch, Counsel; review DuRant letter to Court; respond.	2.60	
10/22/2020	RCD	Emails to/from Judge McCulloch, Counsel.	0.50	
	WAW	Confer with legal assistant; confer with co-counsel; review and reply to email; telephone conference with Sheila Wolfe	1.30	No Charge
10/23/2020	WAW	Confer with legal assistant; confer with co-counsel; attend hearing before Judge McCulloch; office conference with Jane Baskin and Michelle Moseley	2.10	No Charge
	RCD	Conferences with WAW; Zoom conference with Judge McCulloch, et al; conference with Jane.	2.50	
10/24/2020	WAW	Confer with Jane Baskin and Michelle Moseley	0.30	No Charge

Jane Baskin

February 11, 2021
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Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
10/26/2020	WAW	Confer with co-counsel; review and reply to email from guardian ad litem; confer with legal assistant; email to Michele Moseley	0.40	No Charge
	RCD	Telephone call from Michelle Nunn (rescheduling meeting); email to Michelle Moseley and WAW.	0.30	No Charge
	RCD	Email from Michelle Nunn; respond; teleconference with Ms. Moseley.	0.50	
10/27/2020	WAW	Review and reply to email; confer with co-counsel; telephone conference with Michele Mosely	0.60	No Charge
10/28/2020	WAW	Meeting with Michelle Nun, co-counsel and opposing counsel at Jane Baskin's house on Summerlea Drive; confer with co-counsel; review and reply to email	1.20	No Charge
	RCD	Site visit with WAW to Summerlea house; Email to Michelle Moseley; emails to/from Michelle Nunn; teleconference with Ms. Nunn, WAW.	1.20	
10/29/2020	WAW	Review and reply to email; confer with co-counsel; telephone conference with Michele Moseley; Prepare construction list and budget information.	1.50	No Charge
	RCD	Emails to/from Bess DuRant; conferences with WAW.	0.50	
10/30/2020	RCD	Emails from Bess Durant to Judge McCulloch; respond.	0.70	
	WAW	Review email; confer with co-counsel	0.30	No Charge
10/31/2020	WAW	Review email	0.10	No Charge
11/02/2020	WAW	Review email; confer with legal assistant; confer with co-counsel; review documents	1.50	No Charge
	RCD	Email from DuRant accusing me of withholding documents; respond; instructions to DMH; email to Michele regarding discovery; conferences with WAW.	1.50	
	RCD	Trial preparation	4.00	
11/03/2020	DMH	Receipt and review of documents produced by Bill Walkup; index same	3.10	
	WAW	Prepare for deposition; review and reply to email; telephone conference with Michelle Moseley	2.00	No Charge
	RCD	Work on supplemental discovery responses; review documents; email to DuRant; email from DuRant; respond.	1.10	
	RCD	Prepare for trial; meet with clients, witnesses	6.00	
11/04/2020	DMH	Instructions from RCD; revise Motion for Summary Judgment	1.10	
	WAW	Give deposition	6.00	No Charge
	RCD	Conference with client, Alex; deposition of Alex Weatherly (10-2:30); conferences with clients; email (tedium) from Amy Kelly; draft Motion for Summary Judgment.	6.50	
11/05/2020	WAW	Confer with co-counsel; telephone conference with Michele Moseley	0.20	No Charge
	RCD	Prepare for and attend deposition of Jane Baskin (10-1:30); conferences with Jane before and after deposition; revise Motion for Summary Judgment; legal research.	6.00	

Jane Baskin

February 11, 2021
File No: 6660-002M
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Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
11/06/2020	DMH	Instructions from RCD; revise Motion for Summary Judgment	1.50	
11/09/2020	RCD	Emails to/from Bess DuRant.	0.50	
11/10/2020	RCD	Conference with Jane and Michele; attend/defend Ms. Moseley's deposition (10-3 p.m.); teleconference with Michelle Nunn; emails to/from Ms. Nunn, Biff Sowell; teleconference with Alex.	7.50	
	WAW	Review and reply to email; confer with co-counsel	0.70	No Charge
11/12/2020	RCD	Email from opposing counsel; emails to/from court reporter; respond to opposing counsel; email to Michelle Nunn (responding to email from Ms. Kelly sending argumentative "budget"); email to Court, counsel; review medical records; letter to Judge McCullough.	2.50	
	WAW	Review email	0.40	No Charge
11/13/2020	RCD	Review deposition transcripts (briefly); emails to/from court reporter.	0.40	
11/16/2020	WBB	reviewing fiduciary accounting issues	0.50	No Charge
	RCD	Review 2,300 pages of documents received from Defendant's Counsel; prepare for deposition of Mr. Walkup.	6.80	
	WAW	Confer with co-counsel; research re: trust accounting records	1.50	No Charge
11/17/2020	RCD	Prepare for and take deposition of Bill Walkup (deposition 10-2:30, no lunch).	6.00	
	WAW	Prepare for and participate in deposition of William Walkup; office conference with Jane Baskin, Michele Moseley and Rick Detwiler	6.00	No Charge
11/18/2020	RCD	Email from Amy Kelly (with Baskin family tree); respond; email to Michele and Alex.	0.30	
11/19/2020	WAW	Prepare for and participate in status conference with Rick Detwiler, Judge McCulloch and opposing counsel; telephone conference with Jane Baskin; telephone conference with Michele Moseley; conference call with Michele Moseley and Jane Baskin	2.20	No Charge
	RCD	Status conference with Judge McCulloch; email to/from Sowell; review Motion to Compel.	1.80	
11/20/2020	WAW	Review and reply to email; confer with co-counsel	0.70	No Charge
	RCD	Review Scheduling Order; teleconference with Michele Mosley; email from Opposing Counsel; email from Jordan Kimmerlin; respond.	0.80	
11/22/2020	WAW	Review Probate Court Order	0.10	No Charge
11/23/2020	RCD	Emails to/from Ted Chalgren; review notice of deposition of Dr. Henderson; draft Motion to Quash Deposition subpoena.	1.80	
	DMH	Instructions from RCD; draft Motion to Quash	1.50	
11/24/2020	WAW	Review and reply to email; review supplemental pleadings; telephone conference with Ted Chalgren	0.50	No Charge
	RCD	Review Motion to Amend; email to Counsel.	0.40	

Jane Baskin

February 11, 2021
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Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
11/25/2020	WAW	Review responsive pleadings and Motion to Quash; review and reply to email	0.30	No Charge
	RCD	Draft Return to Motion to Amend; review and revise Motion for Summary Judgment.	1.80	
	DMH	Revise and finalize Motion to Quash, Certificate of Service and letter to Court filing and serving same	0.70	
	DMH	Instructions from RCD; draft, revise and finalize Return to Motion to Amend, Certificate of Service and letter to Court filing and serving same	1.50	
11/30/2020	WAW	Review email and Responsive Pleadings and Motions	0.20	No Charge
	RCD	Email to Michele Mosley; letter to Sowell/Durant regarding medical alert device; review Walkup deposition transcript; review and revise draft Motion for Summary Judgment.	3.00	
12/01/2020	RCD	Continue review of Walkup deposition transcript; continue reviewing, revising, and drafting Motion for Summary Judgment; email from Ted Chalgren.	2.80	
	WAW	Review email; confer with legal assistant	0.20	No Charge
12/02/2020	RCD	Continue review of Walkup deposition; continue drafting Motion for Summary Judgment; email from opposing counsel DuRant (regarding responses).	3.20	
12/03/2020	WAW	Review email	0.20	No Charge
	RCD	Finish review of Walkup deposition; revise Motion for Summary Judgment.	2.00	
	DMH	Draft, revise and finalize Plaintiff's Answer to Defendant's Second Interrogatories and Second Request for Production	1.60	
12/07/2020	WAW	Review and reply to email; review Motion for Summary Judgement; review Order of Judge Amy McCulloch	0.40	No Charge
	RCD	Review and revise Motion for Summary Judgment; file and serve same; email to Jordan Kimmerlin (law clerk to Judge McCulloch): review Order of Judge on pending Motion; emails to/from Sowell.	1.30	
12/08/2020	RCD	Revise and finalize Motion for Summary Judgment; file and serve same; letter to Judge McCulloch; emails to/from Sowell.	1.80	
	WAW	Coordinate with co-counsel in preparing and filing Motion for Summary Judgment; review email correspondence; telephone conference with Michele Moseley	2.00	No Charge
12/09/2020	RCD	Teleconference with Michele Moseley; prepare for and participate in deposition of Dr. Frampton Henderson.	1.00	
	WAW	Confer with legal assistant; review and reply to email	0.30	No Charge
12/11/2020	RCD	Email from Ms. DuRant regarding trial logistics; respond.	0.30	
	WAW	Office conference with Michele Moseley	0.30	No Charge
12/14/2020	WAW	Review correspondence; confer with co-counsel; confer with legal		

Jane Baskin

February 11, 2021
File No: 6660-002M
Statement No: 213783

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
		assistant	0.40	No Charge
12/15/2020	WAW	Review emails and text messages between client and counsel; confer with co-counsel; review Motion for Reconsideration; confer with Michele Moseley	1.50	No Charge
	RCD	Review emails/texts ordered by Court to be produced; legal research regarding attorney-client privilege; conferences with parties; Motion to Reconsider Order; review, revise and file same; letter to Judge McCulloch; review (briefly) Motion for Summary Judgment filed by Walkup; email to Jordan Kimmerlin regarding scheduling Motion's hearing.	2.80	
	DMH	Draft and finalize Reply to Counterclaim, Certificate of Service and letter to Court filing and serving same	0.80	
12/17/2020	RCD	Emails to/from opposing counsel; review Order of Court; communication with Lee Coggiola.	0.50	
12/18/2020	RCD	Letter to Judge McCulloch with emails and texts.	0.50	
	WAW	Review and reply to email	0.40	No Charge
12/22/2020	WAW	Review and reply to email; multiple telephone conferences with Michele Moseley, Nancy Jordan, Jennifer Robinson and Rick Detwiler; research re: converting long term care benefits; email to and from Ken Wingate, Esquire	2.50	No Charge
	RCD	Review Order denying Motions for Summary Judgment; teleconference with Michele; email to Michele, Alex.	0.60	
12/23/2020	WAW	Review and reply to email	0.30	No Charge
12/24/2020	WAW	Review and reply to email from Ken wingate; confer with co-counsel; telephone conference with Ken Wingate	1.20	No Charge
12/25/2020	WAW	Review email from Ken Wingate	0.20	No Charge
12/28/2020	WAW	Review and reply to email; confer with co-counsel; telephone conference with Michele Moseley; conference call with Rick Detwiler and Ken Wingate	2.50	No Charge
12/29/2020	WAW	Confer with co-counsel; telephone conference with Ken Wingate; review and reply to email	1.50	No Charge
	DMH	Instructions from RCD; draft, revise and finalize Plaintiff's First Supplement Answers to Defendants Interrogatories, Certificate of Service and letter to Bess DuRant serving same	1.10	
12/30/2020	WAW	Office conference with Jane Baskin and Michele Moseley; review and reply to email correspondence; telephone conference with Ken Wingate; confer with co-counsel	2.50	No Charge
	DMH	Instructions from RCD; review documents; prepare case for trial	4.50	
	DMH	Draft, revise and finalize Plaintiff's Second Supplement Responses to Defendant's Interrogatories and Plaintiff's Supplemental Responses to Request for Production, Certificate of Service, letter to Bess		

Jane Baskin

February 11, 2021
File No: 6660-002M
Statement No: 213783

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
		DuRant serving same	1.30	
	DMH	Letter to all Bess DuRant with Walkup Deposition Excerpts; export clips from Walkup Clip; conferences with Videographer re: excerpting clips	4.50	
	RCD	Meet with Michele and Jane to prepare for trial; trial preparation	3.00	
12/31/2020	WAW	Review and reply to email correspondence; confer with co-counsel; confer with legal assistant; review documents binder	0.80	No Charge
	DMH	Instructions from RCD; continue reviewing documents and preparing case for trial	2.50	
01/01/2021	WAW	Review and reply to email	0.20	No Charge
01/02/2021	WAW	Review and reply to email	0.20	No Charge
01/03/2021	WAW	Office conference with Rick Detwiler, Jane Baskin and Michele Moseley; review trial exhibits binder; review and reply to email	3.50	No Charge
	DMH	Instructions from RCD; work on documents for trial	2.00	
	RCD	Conference with Jane, WAW, Michele; trial preparation	7.50	
01/04/2021	DMH	Revise and finalize Pre-Trial Brief; email to all; continue preparing case for trial	1.50	
	WAW	Prepare for, attend and conduct Probate Court Trial	10.50	No Charge
	RCD	Trial preparation/Trial (9:30 - 6:30)	11.00	
01/05/2021	WAW	Probate Court Trial; confer with co-counsel; review lease documents; review accounting documents	7.50	No Charge
	RCD	Trial (9:30 - 5:30); conference with clients re: settlement (at Court's direction)	10.00	
01/06/2021	WAW	Settlement conference with Parties, Counsel and Judge McCulloch; confer with legal assistant; review and reply to email	4.00	No Charge
	RCD	Conferences with clients re: settlement; draft written settlement offer; present same to opposing counsel (rejected); conference with Judge MuCulloch and opposing counsel	4.50	
01/07/2021	WAW	Telephone conference with Ken Wingate, Esq.	0.20	No Charge
01/21/2021	WAW	Review and reply to email	0.10	No Charge
01/22/2021	WAW	Review and reply to email	0.10	No Charge
02/09/2021	RCD	Draft Petition for Attorneys Fees; review draft bill.	1.50	
		For Current Legal Services Rendered	185.70	55,289.50

Recapitulation

Timekeeper	Hours	Rate	Total
RICHARD C. DETWILER	144.40	$350.00	$50,540.00
Denise M. Hardwick	41.30	115.00	4,749.50

Jane Baskin

February 11, 2021
File No: 6660-002M
Statement No: 213783

Eldridge Baskin Trust f/b/o Jane E. Baskin

Fees/Costs/Advances Paid to Other Attorneys or Vendors	567.80
Court Reporter	4,164.93
Copies of Medical Records	190.10
Probate Court	150.00
Expert Witness	6,030.00
Clerk of Court	180.32
Total Advances	11,283.15
Total Current Work	66,572.65
Balance Due	$66,572.65

CALLISON TIGHE & ROBINSON, LLC
Attorneys at Law
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Post Office Box 1390
Columbia, South Carolina 29202

(803) 404-6900
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FEDERAL I.D.

Jane Baskin
316 Summerlea Dr.
Columbia SC 29203-3955

March 01, 2022
File No: 6660-002M
Statement No: 217619

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours
02/09/2021	WAW	Review correspondence; confer with legal assistant	0.20
02/10/2021	WAW	Review draft of Motion for Attorneys Fees; confer with co-counsel	0.30
	RCD	Review and revise Fee Petition, Affidavit, etc.	2.00
02/11/2021	RCD	Review and revise Fee Petition and Affidavit; legal research: finalize Fee Petition and Affidavit; conference with WAW.	2.50
02/16/2021	WAW	Telephone conference with Michelle Moseley	0.20
02/23/2021	WAW	Review and revise court Accounting; telephon e conference with Michele Moseley; draft correspondence; confer with legal assistant	0.30
02/24/2021	WAW	Telephone conference with Michele Moseley; review and revise correspondence; confer with co-counsel	0.30
03/06/2021	WAW	Review income; confer with legal assistant	0.10
03/08/2021	RCD	Email to Jordan Kimmerlin.	0.30
03/10/2021	WAW	Telephone conference with Michele Moseley	0.30
03/11/2021	WAW	Review documents; review and reply to email	0.30
03/12/2021	WAW	Prepare weekly payroll for Caregivers	0.30
03/25/2021	WAW	Review caregiver time records; review Trust asset records; confer with legal assistant	0.30
03/26/2021	WAW	Prepare caregiver payroll; confer with legal assistant	0.40
04/01/2021	WAW	Review correspondence; confer with accounting staff; 2	

Jane Baskin

March 01, 2022
File No: 6660-002M
Statement No: 217619

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours
		telephone conferences with Michele Moseley; process weekly payroll from Jane Baskin Caregivers;	0.90
04/15/2021	RCD	Teleconference with Michelle Moseley and Jenny Vega, WAW.	0.50
06/03/2021	RCD	Conversation with WAW (regarding trust funds, Jane's needs).	0.30
06/07/2021	WAW	Email to and from Richard Newsome	0.20
06/10/2021	WAW	Confer with legal assistant;	0.40
06/11/2021	WAW	Prepare weekly Caregiver Payroll; confer with legal assistant; confer with Co-Counsel.	0.40
06/12/2021	WAW	Draft Correspondence; confer with legal assistant.	0.20
06/15/2021	WAW	Review and revise correspondence; confer with legal assistant	0.20
	WAW	Review and revise correspondence	0.10
06/17/2021	WAW	Review email; confer with legal assistant	0.20
06/18/2021	WAW	Confer with legal assistant; prepare weekly payroll for caregivers	0.50
06/29/2021	RCD	Review letter from WAW to Court; comments to WAW.	0.30
	WAW	Confer with Rick Detwiler	0.60
06/30/2021	RCD	Review Accounting and letter to McCullough from WAW.	0.30
07/06/2021	RCD	Conferences with WAW.	0.20
07/07/2021	RCD	Meet with Jane Baskin and caregivers, WAW at Jane's house.	1.20
	WAW	Review and reply to email; conference with Jane Baskin, Michele Moseley and Jenny Vega with Rick Detwiler at home of Jane Baskin; confer with Rick Detwiler; confer with legal assistant.	1.80
07/09/2021	WAW	Process Caregiver payroll; telephone conference with Michele Moseley; Review Jane Baskin Bank research.	1.20
07/13/2021	WAW	Review financial records; prepare caregiver accounting; confer with legal assistant; telephone call with Michele Moseley.	2.50
07/14/2021	WAW	Review Financial Information; confer with legal assistant.	0.40
07/15/2021	WAW	Confer with legal assistant; review financial records; prepare caregiver accounting; telephone conference with Judge McCullough; confer with Rick Detwiler; review and reply to email from opposing counsel.	3.50

Jane Baskin

March 01, 2022
File No: 6660-002M
Statement No: 217619

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
	RCD	Emails to/from Bess DuRant; telephone call from Avery Allen at Probate Court; emails to/form Ms. Allen.	0.60	
07/16/2021	RCD	Review and executed Motion; conference with WAW; review reports to Court by DuRant, WAW.	0.50	
	WAW	Draft, file and report to Probate Court; review and revise financial reports and trustee accounting; confer with legal assistant; confer with co-counsel; review opposing counsel report to Probate Court; office conference with Michael Moseley.	5.20	
07/19/2021	RCD	Email to/from Avery at Probate Court.	0.20	No Charge
	WAW	Review and reply to email.	0.20	
07/20/2021	RCD	Email from Ms. DuRant.	0.20	No Charge
	WAW	Review email from DuRant.	0.10	
07/27/2021	WAW	Review correspondence from Probate Court; confer with Rick Detwiler; review correspondence from Opposing Counsel.	0.40	
	RCD	Email from Lori Elrod; draft proposed Order (regarding fees); email from DuRant; letter to Judge McCullogh.	3.00	
08/02/2021	WAW	Review email from Opposing Counsel; confer with Co-Counsel.	0.70	
08/03/2021	RCD	Conference with WAW (regarding Walkup's latest filing with Court); review filing; Amend proposed Order; email to Judge McCullogh.	1.50	
08/04/2021	WAW	Confer with Michele Moseley; review and reply to email.	0.40	
08/07/2021	WAW	Memo to File; confer with legal assistant; review Financial Records.	0.40	
08/09/2021	WAW	Confer with legal assistant.	0.30	
08/12/2021	WAW	Confer with legal assistant; review payroll collections; pay other bills.	0.50	
08/13/2021	WAW	Process caregiver payroll	0.40	
08/17/2021	WAW	Telephone conference with Michele Moseley; confer with legal assistant	0.30	
08/18/2021	WAW	Office Conference with P & L Insurance Agents; telephone conference with Michele Moseley	0.50	
08/20/2021	WAW	Process caregiver payroll; office conference with Michele Moseley; telephone conference with Michele Moseley	0.50	

Jane Baskin

March 01, 2022
File No: 6660-002M
Statement No: 217619

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours
08/26/2021	WAW	Review payroll records for caregivers	0.10
09/02/2021	WAW	Review caregiver payroll records; confer with legal assistant	0.30
09/05/2021	WAW	Review Caregiver payroll	0.20
09/09/2021	WAW	Review caregiver payroll	0.30
09/14/2021	WAW	Telephone conference with Michele Moseley; review ____	0.30
09/16/2021	RCD	Telephone call from Biff Sowell; teleconferences with Mr. Sowell; emails to/from Mr. Sowell.	1.00
09/22/2021	WAW	Review and Revise Monthly Accountings to Court; confer with legal assistant	0.70
09/23/2021	RCD	Review latest letter from DuRant (regarding asserting same arguments); respond.	1.50
10/05/2021	WAW	Confer with co-counsel; telephone conference with Michele Mosely; confer with legal assistant	0.60
10/06/2021	WAW	Confer with tax associate	0.20
10/07/2021	WAW	Confer with co-counsel; telephone conference with Michele Moseley	0.30
10/08/2021	WAW	Review caregiver payroll; confer with legal assistant; office conference with Jane Baskin and Michele Moseley	1.70
	RCD	Visit with Jane Baskin at her home with WBB.	2.00
10/11/2021	WAW	Confer with co-counsel; confer with legal assistant; review email; review documents supporting request of additional funds supplied by Michele Moseley	1.00
	WAW	Prepare for and attend Status Conference and Emergency Hearing; confer with legal assistant; review and prepare Court Accountings; draft correspondence	6.50
10/12/2021	RCD	Review file and prior Order in prepartion for status conference with Judge McCullough ; emergency hearing in person at Probate Court; email from law clerk; draft proposed Order.	4.50
10/13/2021	WAW	Review and revise Proposed Order; confer with co-counsel; confer with legal assistant; review and reply to email; telephone conference with Michele Moseley; confer with tax associate	1.40
	RCD	Review, revise and finalize proposed Order; emails to Biff Sowell	

Jane Baskin

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours
		and Bess Durant.	1.50
10/14/2021	WAW	Review email; confer with legal assistant	0.30
10/15/2021	WAW	Review payroll; confer with legal assistant	0.20
10/20/2021	RCD	Review proposed changes to Order; modify proposed Order; email to Bess DuRant.	1.20
10/22/2021	RCD	Review proposed Order and email from DuRant; email to Matthew Shearer; email from DuRant.	0.50
	WAW	Review payroll records; confer with legal assistant; review correspondence from Bess Durant; review email from Rick Detwiler	0.30
10/25/2021	WAW	Review email from Bess Durant, Esq.	0.10
10/27/2021	WAW	Review and reply to email	0.20
	WAW	Review email	0.10
10/29/2021	WAW	Confer with legal assistant; review payroll records	0.30
11/01/2021	WAW	Confer with legal assistant; review invoice; Telephone conference with Sheila Wolfe	1.00
11/04/2021	WAW	Telephone conference with Michele Moseley	0.30
11/05/2021	WAW	Supervise preparation of weekly payroll and payment of other invoices; voicemail from Jenny Vega; confer with legal assistant	0.30
11/12/2021	WAW	Confer with legal assistant; review weekly payroll for caregivers; review other expenditures	0.40
11/15/2021	WAW	Telephone conference with Ann Watson; telephone conference with Michele Moseley	0.30
11/18/2021	WAW	Email to and from Michele Moseley; confer with legal assistant	0.20
11/19/2021	WAW	Review weekly caregiver payroll; confer with legal assistant	0.20
	WAW	Review Motion for Recusal and related documents and correspondence	0.30
11/22/2021	WAW	Confer with legal assistant; draft correspondence to Probate Court	0.40
11/24/2021	WAW	Telephone conference with Michele Moseley; confer with legal assistant; process payroll for caregivers	0.40

Jane Baskin

March 01, 2022
File No: 6660-002M
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Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours
	WAW	Review and reply to email	0.20
11/29/2021	WAW	Telephone conference with Michele Moseley	0.20
12/01/2021	WAW	Review and reply to email; review and revise proposed reply to Motion for Recusal	1.20
12/02/2021	WAW	Review and revise reply to Motion for Recusal; confer with co-counsel; review and reply to email; review Motion for Summary Judgement and supporting Affidavits	1.60
12/03/2021	WAW	Review email; review Affidavits of Defendants, Witnesses; review Motion in Lemmans	0.80
12/10/2021	WAW	Review and reply to email; confer with co-counsel	0.40
12/13/2021	WAW	Review email; confer with co-counsel	0.50
12/14/2021	WAW	Confer with co-counsel	0.40
12/16/2021	RCD	Trial preparation; begin reviewing transcript of Days 1 & 2; review Order from Probate Court (case Stayed, Motion to Recuse set for Feb. 17th); email to Ms. Elrod.	1.50
	WAW	Review correspondence from Probate Court; review Order to Stop Proceedings; confer with co-counsel; telephone conference with Michele Moseley	0.60
12/17/2021	WAW	Confer with legal assistant	0.20
12/22/2021	WAW	Review email from opposing counsel; confer with co-counsel	0.20
	WAW	Confer with co-counsel	0.10
12/27/2021	WAW	Telephone conference with Michele Moseley; review and reply to email from Bess Durant, Esq; voicemail to DSS Social Worker, Keri Singleton; drat correspondence to Keri Singleton; confer with legal assistant; confer with co-counsel	0.90
12/28/2021	RCD	Review "Emergency Motion for Intervention of GAL" filed by Walkup; draft discovery; review and revise same.	0.60
	WAW	Confer with co-counsel; telephone conference with Michele Moseley; confer with legal assistant	0.30
12/30/2021	WAW	Review Motion for Emergency Hearing; confer with co-counsel; correspondence to Probate court; telephone conference with Michele Moseley; review and reply to email	1.20
12/31/2021	WAW	Telephone conference with Michele Moseley; telephone	

			Hours	
		conference with DSS Social Worker- Keri Singleton; on-site visit with Jane Baskin at her residence; review Patient Care Logs; review Caregiver schedules; inspect residence; office conference with Michele Moseley; review and reply to correspondence from Probate court; confer with co-counsel	3.50	
01/01/2022	WAW	Two telephone conferences with Michele Moseley; telephone conference with Jane Baskin; telephone conference with Sheila Wolfe	1.20	
01/03/2022	RCD	Review Sowell's email; teleconference with WAW (regarding response); draft responses to latest motion filed by Sowell/DuRant/Walkup.	1.80	
	WAW	Draft Report to Probate Court, RE: Alleged Abuse & Neglect; confer with Rick Detwiler	2.00	
01/04/2022	RCD	Review Special Trustee's Report from WAW; conference with WAW (regarding same); draft Reply to "Emergency Motion from GAL:; emails to/from Mr. Shearer.	2.30	
01/05/2022	RCD	Emails to/from Matthew Shearer; email from DuRant; conference with WAW.	0.80	
01/06/2022	RCD	Telephone call from Ms. Mosley.	0.40	No Charge
01/27/2022	RCD	Review Discovery responses received from Sowell, etc.; email to Sowell and DuRant.	0.40	
01/31/2022	RCD	Review and revise Motion to Compel; instructions to DMH; email to WAW.	0.70	
02/01/2022	RCD	Review and revise Motion to Compel; execute and file same.	1.00	
	RCD	Settlement offer via email to Biff/Bess.	0.60	
02/10/2022	RCD	Email from Amy at Sowell's Office; review Moses Affidavit; respond.	0.50	
	WAW	Review Affidavit of Al Moses, Esq.	0.40	
02/15/2022	RCD	Review Motion for Recusal and related filings; prepare for hearing.	1.00	
02/17/2022	RCD	Prepare for hearing on Motion to Recuse; attend hearing; draft Affidavit.	2.00	
	WAW	Confer with co-counsel	0.40	
02/21/2022	WAW	Review email; confer with co-counsel	0.40	

Jane Baskin

March 01, 2022
File No: 6660-002M
Statement No: 217619

Eldridge Baskin Trust f/b/o Jane E. Baskin

			Hours	
02/23/2022	WAW	Review email correspondence	0.30	
02/24/2022	RCD	Review Affidavits filed by Sowell and DuRant; draft Affidavit In Reply	1.30	
	WAW	Review correspondence from Probate court; review affidavits of Biff Sowell, Esq. and Bess Durant, Esq.	0.40	
02/25/2022	RCD	Review and revise Reply Affidavit	1.00	
	WAW	Review Affidavits of Biff Sowell, Bess Durant and Rick Detwiler; draft Affidavit	0.70	
02/28/2022	RCD	Review, revise and finalize Reply Affidavit; draft Amended and Supplemental Petition for Attorneys fees; review and revise same; review and revise Affidavit in Support of Fee Petition	2.80	
		For Current Legal Services Rendered	106.70	37,345.00

Recapitulation

Timekeeper	Hours	Rate	Total
RICHARD C. DETWILER	43.70	$350.00	$15,295.00
W. ALEX WEATHERLY	63.00	350.00	22,050.00

Postage	3.14
Courier - Local	30.00
Total Expenses	33.14
Court Reporter	1,024.13
Total Advances	1,024.13
Total Current Work	38,402.27
Previous Balance	$66,572.65
Balance Due	$104,974.92

Past Due Amounts

Stmt Date	Stmt #	Billed	Due
02/11/2021	213783	66,572.65	59,458.56
11/03/2021	216580	7,114.09	7,114.09
			66,572.65

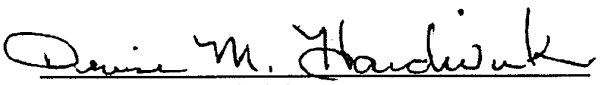
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STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	CASE NO. 2020-GC-40-72
Jane E. Baskin,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**CERTIFICATE OF SERVICE**
	)	
William B. Walkup,	)	
	)	
Defendant.	)	
	)	

I, Denise M. Hardwick, an employee of Callison Tighe & Robinson LLC, Attorneys for the Plaintiff, do hereby certify that I served a copy of the Amended and Supplemental Petition for Temporary Attorneys' Fees and Costs on counsel of record by causing a copies of same to be emailed to them at the below email addresses and placed in the United States Mail, first-class postage affixed, to the following address on March 1, 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

March 1, 2022