

RECEIVED

Jun 21 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

The Honorable Eugene C. Griffith, Jr.

APPELLATE CASE NO. 2024-000924

Sudie Dell Davis and Roosevelt Davis.....Appellants,

v.

Nancy S. Inman, Lisa Tolbert, and Vernell Humphries.....Respondents,

MOTION TO BE RELIEVED AS COUNSEL

YOU WILL PLEASE TAKE NOTICE that the attorney for Respondents, James Graham Padgett, III, does hereby move this Court to be relieved as counsel. Counsel was expressly not engaged by Respondents for an appeal in a written engagement letter at the beginning of the matter. See Exhibit A. Respondents consent to Counsel's motion. See Exhibit B.

Respectfully submitted,
BACOT & PADGETT, LLC
S/James Graham Padgett, III
414 Monument Street, Suite C
Greenwood, SC 29646
Bar #: 069354
Phone: (864) 227-1570
Fax: (864) 227-2610
padgett@bacotlawfirm.com
Attorney for the Respondents

at Greenwood, South Carolina

BACOT & PADGETT, LLC

Attorneys and Counselors at Law
A South Carolina Limited Liability Company

Adam S. Bacot*
James Graham Padgett, III*

Velvet Brown Davis*
J. Matthew Dove**

TELEPHONE: (864) 227-1570
FACSIMILE: (864) 227-2610
EMAIL: padgett@bacotlawfirm.com
www.bacotpadgett.com
Reply to Greenwood Office

414 Monument Street, Suite C *
Greenwood, SC 29646
407 East Gold Street **
McCormick, SC 29835
Fed I.D. 20-2767639

October 24, 2022

Via email only to: lisat40056@gmail.com; vernellhumphries@gmail.com;
Nancysinman47@gmail.com

Lisa Tolbert
Vernell Humphries
Nancy Inman


Re: Engagement to enforce Callison Estate Covenants and Restrictions
against Davis and Sudie Dell Roosevelt

Dear Lisa, Vernell and Nancy:

This letter will confirm our discussions since October 18, 2022. I understand that you seek to enforce certain covenants and restrictions of Callison Estates subdivision related to "house trailers". This representation relates to the trial level only and does not include any appeal that may be taken after final judgment.

Since you wish us to represent you, our retainer fee will be [REDACTED]. We will bill in order to prepare the temporary restraining order with supporting affidavits, preliminary injunction, complaint and any reply, if necessary. A reply is your response to any claims the Roosevelts may claim against you.

The retainer is due and payable immediately. We may bill monthly against the retainer or send invoices to be paid separately. Your invoice will itemize work done by our firm and show all payments made. All work is for such things as, but not limited to, motions, research, preparation or additional days in court, you will be charged at our hourly rate of [REDACTED]. I do anticipate the cost of expert witness(es) at time. Other unanticipated costs may arise I anticipate costs and fees of at least a minimum of \$2,500.00 to complete this matter. It is possible that costs and fees could exceed this retainer amount.


ID 93k8GYpZ8UrcztPDbAzYCxUd

NI
ID JVKUixNyRcGxgJNMq5KtoF4a

LT
ID ApyDar2BcdKTuBSp3q5dSWy4

(initials)

You, the client, will be responsible for all costs in this matter. Costs are the necessary costs of financing this litigation such as the experts, filing fee, copies of documents, postage, long distance telephone calls, long distance facsimile charges, the cost of taking depositions, any

investigations, witness fees, expert's fees and any legal research service providers we may utilize. The above does not include any out-of-pocket costs that may be incurred. We estimate, but cannot guarantee, that these costs will run between [REDACTED], and, as explained, these costs are in addition to our fee and are not included in the retainer fee and hourly rate.

Depending on the complexity of your case, Attorney may, in our discretion, retain the services of attorneys, law clerks, and paralegals to perform certain tasks, including, but not limited to, research, document examination, and other investigative functions. Attorneys will closely supervise all such activities. Attorneys will bill client for these services as follows:

- a. Partners Bacot & Padgett - [REDACTED] per hour;
- b. Associates - [REDACTED]
- c. Law Clerks - [REDACTED] per hour (none at this time);
- d. Paralegals - [REDACTED] per hour.

PH
ID 92k8GYpZ8UrcztPDbAz7CzUtd
NS
ID JVKU0XnYR0G0gJNMq0KtoF4s
LT
ID ApyDar2BodKtuBSp3q6dSWyd

The rates are for 2022.

Attorney reserves the privilege of charging an additional reasonable retaining fee to Client(s) at any time prior to the trial of any case(s) arising from the facts furnished hereinabove or at any time he believes said retaining fee is desirable due to complicating aspects of liability or other precept or feature of the case(s).

In the event that an expert witness will be necessary, the cost of such expert's fees and expenses will also be your responsibility. Such an expert might be one who could testify as to his opinion at trial, one who could evaluate the issues in the case, or a private investigator who would be retained for the purposes of an investigation. This may be a real estate agent or a title abstractor or appraiser or some other person with knowledge.

It is understood further that Bacot & Padgett, LLC is not being retained to represent you, the client, in any bankruptcy proceeding. Should proceedings in bankruptcy become necessary, separate counsel would have to be associated or retained.

Attorneys agree to inform you of any reasonable settlement offer for your consideration. You understand that you will make the final decision whether my case will be settled out of court or whether we intend try the case before a jury or judge, depending on the procedure of this particular case. If my case goes to court, you understand that Attorneys will decide when to file the lawsuit, whether to grant extensions of time to counsel for opposing parties, who will be called as witnesses, which witnesses or parties will be deposed, who will be called as an expert witness, whether stipulations will be entered into, whether and when motions will be filed, and whether continuances will be agreed to or not.

It is often asked of me if spending money on legal fees on certain cases is throwing good money after bad, and at this point, I cannot give you an answer, and that you should understand that there are no guarantees of winning. It is further understood that Bacot & Padgett, LLC has

made no promises to you as to the outcome of your case except that the firm promises to render its best professional skill possible.

This schedule and agreement are acceptable to us, so long as you understand that if you terminate payments, we may terminate our services and withdraw from the case.

You are also agreeing to cooperate and participate in the conduct of your case and to truthfully and immediately notify us as to anything that may occur that could affect the case. You understand we are relying on the facts as given to us by you.

It is my opinion, however, that whether you use our firm or other lawyers, you should proceed with you case. Please do not delay. If you delay the commencement of your suit, you may at some point be barred from bringing it under the applicable statute of limitations.


If the above properly sets forth our agreement please sign and return the enclosed copy of this letter along with the representation agreement. I will not draw toward my fees right now. Trust account funds are deposited to our Trust Account in accordance with the rules governing lawyers in our state including IOLTA (Interest On Lawyer Trust Accounts) rules as well as our fiduciary duty to you as a client. If the funds are significant enough to earn net interest for the period of time held, we will consult with you for instructions. A self-addressed, postage-paid envelope is enclosed for your convenience.

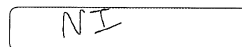
If we do not receive the signed copy of this letter and representation agreement from all addressed parties within 10 days, I shall assume that you have obtained other counsel, and shall mark my file "closed" and do nothing further. Your money will be returned if paid, less any fees incurred.

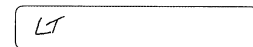
If any of the above is not clear, or if you have any questions, please do not hesitate to call.

Very truly yours,

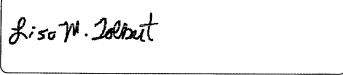
S/James Graham Padgett, III


ID 93k8GYp28UrcztPDbAzYCxUd


ID JVKUixnYRcGxgJNMq5KtoF4a


ID ApyDar2BcdKTuBSp3q5dSWy4

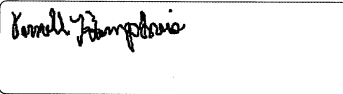
I accept the terms of this fee agreement and engagement letter.



10/25/2022

ID ApyDar2BcdKTuBSp3q5dSWy4

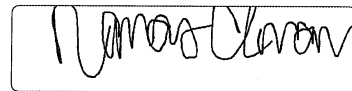
Client – Lisa Tolbert



10/24/2022

ID 93k8GYpZ8UrczFPDbAzYCxUd

Client – Vernell Humphries



10/24/2022

ID JVKUkXnYRcGxgJNMq5KtoF4a

Client – Nancy Inman

WITHDRAWAL/TERMINATION: Attorney shall have the right to withdraw from the case if, after investigation, we determine that pursuing your claim is not justified either from a factual or legal standpoint, if we determine that pursuit of your claim is not economically feasible to our firm, if you have misrepresented or failed to disclose material facts to us, if you fail to follow our advice or if you fail to pay expenses when demanded. In any of these events, you agree that you will execute such necessary documents as will permit us to withdraw. Attorney is under no obligation to pursue an appeal and may terminate representation at any time. In the event that representation by Attorney is terminated for any reason prior to final resolution, Client agrees Attorney is entitled to fees in the amount of [REDACTED] per hour for all work performed prior to termination.

CHARGING LIEN: Client expressly grants and consents to a common law charging lien on any recovery for any fees owed as stated above including any expenses advanced or incurred, due to termination of the attorney client relationship. To secure payment by Client of all expenses, court costs and attorney's fees Client is obligated to pay under this retainer agreement, Client hereby grants to Attorney a charging lien applicable to any and all recoveries on Client's claims or causes of action, whether by settlement, collection of a judgment, or otherwise. Client understands that the charging lien may be used to protect Attorney's right to reasonable compensation for work done in the event Client discharges Attorney without cause, Client authorizes Attorney to notify any and all insurance companies and other parties and lawyers involved in this matter about the existence of this charging lien and to take such further action regarding the lien as Attorney considers appropriate.

FILE RETENTION POLICY: After one year, you agree that all records related to this file may be stored electronically. You may request a copy at any time, as the file belongs to you. The rules that govern lawyers require that the Firm retain a copy of the file for a minimum of 6 years after termination

of the representation. Therefore, after the passage of 7 years, you consent to the destruction of the records (physical, tangible, electronic and intangible) related to this file. The Firm has reserved the right to amend, modify, waive or revoke all or any portion of this policy statement and to adopt one or more new statements in lieu thereof. Should any bar association or any other authority having the right to regulate the activities of the Firm or of any attorneys who are members or employees of the Firm adopt standards for document retention which are legally binding on the Firm or any of its attorneys and which conflict with any provision of this policy statement, the adopted standards shall be controlling to the extent of their applicability without further action by the Firm.

eSignature Details


Signer ID: JVKUKXnYRcGxgJNMq5KtoF4a
Signed by: Nancy Inman
Sent to email: nancysinman47@gmail.com
IP Address: 172.58.154.184
Signed at: Oct 24 2022, 5:42 pm EDT

Signer ID: 93k8GYpZ8UrcztPDbAzYCxUd
Signed by: Vernell Humphries
Sent to email: vernellhumphries@gmail.com
IP Address: 67.238.168.145
Signed at: Oct 24 2022, 7:40 pm EDT

Signer ID: ApyDar2BcdKTuBSp3q5dSWy4
Signed by: Lisa Tolbert
Sent to email: lisat40056@gmail.com
IP Address: 172.58.250.244
Signed at: Oct 25 2022, 3:07 pm EDT

Exhibit B

We consent to the Motion to be relieved.



Nancy S. Inman (Jun 18, 2024 16:21 EDT)
Nancy S. Inman, Respondent

Jun 18, 2024

Lisa Tolbert, Respondent

Vernelle Humphries, Respondent







MTN relieved as counsel_Redacted

Final Audit Report

2024-06-18

Created:	2024-06-18
By:	James Padgett (padgett@bacotlawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqMz9FCI2ARRI-CejXkwq-IdYlybZ7MU6

"MTN relieved as counsel_Redacted" History

-  Document created by James Padgett (padgett@bacotlawfirm.com)
2024-06-18 - 12:59:24 PM GMT
-  Document emailed to nancysinman47@gmail.com for signature
2024-06-18 - 1:00:02 PM GMT
-  Email viewed by nancysinman47@gmail.com
2024-06-18 - 3:37:30 PM GMT
-  Signer nancysinman47@gmail.com entered name at signing as Nancy Inman
2024-06-18 - 8:21:39 PM GMT
-  Document e-signed by Nancy Inman (nancysinman47@gmail.com)
Signature Date: 2024-06-18 - 8:21:41 PM GMT - Time Source: server
-  Agreement completed.
2024-06-18 - 8:21:41 PM GMT



Adobe Acrobat Sign

Exhibit B

We consent to the Motion to be relieved.

Nancy S. Inman, Respondent

Lisa M. Tolbert

Lisa M. Tolbert (Jun 18, 2024 16:51 EDT)

Jun 18, 2024

Lisa Tolbert, Respondent

Vernelle Humphries, Respondent

MTN relieved as counsel_Redacted

Final Audit Report

2024-06-18

Created:	2024-06-18
By:	James Padgett (padgett@bacotlawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADRKVytqRDr2uu9i20jTley96mh7wUt1d

"MTN relieved as counsel_Redacted" History







-  Document created by James Padgett (padgett@bacotlawfirm.com)
2024-06-18 - 1:00:29 PM GMT
-  Document emailed to lisat40056@gmail.com for signature
2024-06-18 - 1:01:06 PM GMT
-  Email viewed by lisat40056@gmail.com
2024-06-18 - 3:22:51 PM GMT
-  Signer lisat40056@gmail.com entered name at signing as Lisa M. Tolbert
2024-06-18 - 8:51:46 PM GMT
-  Document e-signed by Lisa M. Tolbert (lisat40056@gmail.com)
Signature Date: 2024-06-18 - 8:51:48 PM GMT - Time Source: server
-  Agreement completed.
2024-06-18 - 8:51:48 PM GMT

Exhibit B

We consent to the Motion to be relieved.

Nancy S. Inman, Respondent

Lisa Tolbert, Respondent

Vernell Humphries Jun 18, 2024
Vernell Humphries (Jun 18, 2024 11:38 EDT)

Vernelle Humphries, Respondent







MTN relieved as counsel_Redacted

Final Audit Report

2024-06-18

Created:	2024-06-18
By:	James Padgett (padgett@bacotlawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMdGsuNceVfOpt2330ZEdd6ROeOVw2fM7

"MTN relieved as counsel_Redacted" History

-  Document created by James Padgett (padgett@bacotlawfirm.com)
2024-06-18 - 1:01:42 PM GMT
-  Document emailed to vernellhumphries@gmail.com for signature
2024-06-18 - 1:02:20 PM GMT
-  Email viewed by vernellhumphries@gmail.com
2024-06-18 - 3:35:46 PM GMT
-  Signer vernellhumphries@gmail.com entered name at signing as Vernell Humphries
2024-06-18 - 3:38:51 PM GMT
-  Document e-signed by Vernell Humphries (vernellhumphries@gmail.com)
Signature Date: 2024-06-18 - 3:38:53 PM GMT - Time Source: server
-  Agreement completed.
2024-06-18 - 3:38:53 PM GMT

RECEIVED

Jun 21 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

The Honorable Eugene C. Griffith, Jr.

APPELLATE CASE NO. 2024-000924

Sudie Dell Davis and Roosevelt Davis.....Appellants,

v.

Nancy S. Inman, Lisa Tolbert, and Vernell Humphries.....Respondents,

CERTIFICATE OF SERVICE

MOTION TO BE RELIEVED AS COUNSEL

I hereby certify that a true and correct copy of the foregoing document, **motion to be relieved as counsel**, was delivered pursuant to the South Carolina Rules of Appellate Court Rules on this 21st day of June, 2024, via USPS first class mail only to those below.

SERVED:

Nancy Inman, Respondent to: 101 Callison Drive, Greenwood, SC 29646

Lisa Tolbert, Respondent to: 106 Callison Drive, Greenwood, SC 29646

Vernell Humphries, Respondent to: 109 Welborn Lane, Greenwood, SC 29646

Tommy Stanford, Esq. to: 307 Main Street, Greenwood, SC 29646

Juankell Shingles, Esq. to: PO Box 49783, Greenwood, SC 29649

Kim McAlister

Kim McAlister
Paralegal to James Graham Padgett, III