

RECEIVED

Apr 30 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Walton J. McLeod, Circuit Court Judge

Common Pleas No. 2020-CP-32-01941

Joseph R. Dawson, Jr., Appellant,

v.

Heather Pounds, Individually, as Agent Under Power of Attorney, and as Personal Representative
of the Estate of Jane Rollins Dawson, Respondent.

Appellate Case No. 2024-001801

RECORD ON APPEAL

ADAM SINCLAIR RUFFIN
SC Bar No. 101350
1320 Main Street, Suite 300
Columbia, SC 29201
(803) 470-4529
adam@ruffinappeals.com

SHELBY K. LEONARDI
SC Bar No. 70570
1502 Blanding Street
Columbia, SC 29201
(803) 988-9708
sleonardi@phl-firm.com

GREGORY E. PARKER, JR.
SC Bar No. 101328
PO Box 584
Columbia, SC 29202
(803) 768-4800
greg@parkerlaw.com

Attorney for Heather Pounds

Attorneys for Joseph R. Dawson, Jr.

INDEX

INDEX i

ORDERS

Final order upholding will1
Order denying motion to reconsider12
Order holding motion to reconsider in abeyance.....15
Order voiding deed of distribution.....18
Order of removal.....21

PLEADINGS

Mrs. Pounds’ petition for appointment23
Mr. Dawson’s summons and supplemental petition challenging validity of will32
Mrs. Pounds’ answer and counterclaim39
Mr. Dawson’s pre-trial brief.....47
Mr. Dawson’s motion to reconsider55
Mrs. Pounds’ motion for expedited ruling60
Mrs. Pounds’ opposition to motion to reconsider62

TRANSCRIPT

PLAINTIFF CASE IN CHIEF

Opening statement by Mr. Parker73

TESTIMONY

Hampton Ellis

Direct Examination by Mr. Parker78
Cross Examination by Mr. Salley84

Heather Pounds

Direct Examination by Mr. Parker85
Cross Examination by Mr. Salley133
Redirect Examination by Mr. Parker159

Jacob Dawson

Direct Examination by Mr. Parker161
Cross Examination by Mr. Salley168

Tammy Brockman

Direct Examination by Mr. Parker171
Cross Examination by Mr. Salley180

Jennifer Dawson

Direct Examination by Mr. Parker183
Cross Examination by Mr. Salley192

Joseph Dawson, Jr.

Direct Examination by Mr. Parker197
Cross Examination by Mr. Salley230

Jennifer Dawson

Recalled Direct Examination by Mr. Parker252
Recalled Cross Examination by Mr. Salley255

Plaintiff Rests257

DEFENSE CASE IN CHIEF

TESTIMONY

Donna McLees

Direct Examination by Mr. Salley258
Cross Examination by Mr. Parker270
Redirect Examination by Mr. Salley277

Katelyn Jane “Janie” Dawson

Direct Examination by Mr. Salley278

Cross Examination by Mr. Parker	282
Heather Pounds	
Recalled Direct Examination by Mr. Salley	285
Recalled Cross Examination by Mr. Parker	306
Recalled Redirect Examination by Mr. Salley	312
Recalled Recross Examination by Mr. Parker	314
Defense Rests.....	318
Arguments of Counsel	318
EXHIBITS	
Plaintiff’s Exhibit 1	
(Will).....	361
Plaintiff’s Exhibit 2	
(First Citizens Bank account signature card 1)	366
Plaintiff’s Exhibit 3	
(First Citizens Bank account signature card 2)	367
Plaintiff’s Exhibit 4	
(Treasury Bonds).....	368
Plaintiff’s Exhibit 5	
(general power of attorney).....	369
Plaintiff’s Exhibit 6	
(health care power of attorney)	373
Plaintiff’s Exhibit 10	
(bond report)	376
Plaintiff’s Exhibit 11	
(Facebook post).....	378
Defendant’s Exhibit 1	
(April will)	379
Defendant's Exhibit 5	
(Facebook post).....	383
OTHER DOCUMENTS	
Deed of Distribution	384

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
Joseph R. Dawson Jr.)
Plaintiff,)
vs.)
Heather Pounds, Personal Representative,)
et al)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2020CP3201941

ORDER

This matter was before the Court for a hearing on April 10, 2024. Plaintiff’s Summons and Petition were removed from the Lexington County Probate Court to Circuit Court on May 4, 2020. Plaintiff seeks Petition for Formal Testacy and Appointment, and Supplemental Petition to Contest Validity of Last Will and Testament and Other Financial Transactions. The Plaintiff, Joseph R. Dawson Jr., (“Plaintiff”) was present and represented by Gregory E. Parker, Jr., Esq., and the Defendant, Heather Pounds, was present and represented by Lourie A. Salley, III, Esq. The Court finds as follows.

FACTUAL AND PROCEDURAL HISTORY

Jane Rollins Dawson (hereinafter the “Decedent”) died on March 16, 2020. She was survived by one child, Plaintiff Joseph R. Dawson, Jr., and predeceased by one child, John R. Dawson. Decedent was also survived by John R. Dawson’s three children, Kaitlyn Jane Dawson, Jacob Dawson, and Jonathan Dawson. On March 17, 2020, Defendant Heather Pounds filed the Decedent’s purported Last Will and Testament, dated July 14, 2019, and requested to be appointed as Personal Representative. Based on the Will, the Probate Court appointed Defendant as Personal Representative on March 26, 2020.

Defendant is the daughter of John R. Dawson’s ex-wife. Put another way, Defendant is Decedent’s step granddaughter. Decedent executed a Health Care Power of Attorney and Durable

Power of Attorney on April 18, 2019, which nominated Defendant Pounds to serve as Decedent's primary agent. Plaintiff alleges that prior to 2019, he had primarily assisted Decedent with her finances; however, after Defendant Pounds became Decedent's agent under the Power of Attorney documents, Plaintiff's access to Decedent was lessened.

At this time, Plaintiff and Decedent were joint owners on First Citizens Bank accounts (ending in -8809 and -8916). On May 1, 2019, Defendant was added as a joint owner to Decedent's First Citizens Bank account (ending in -7068). An additional joint account (ending in -9773) was opened on June 20, 2019 at First Citizens Bank with Decedent and Defendant Pounds as joint owners. Decedent's Fidelity brokerage account was liquidated and a check was issued on June 21, 2019 in the amount of \$96,142.11. The Fidelity proceeds were deposited in the recently created First Citizens Bank account (ending in -9773). Further, when Defendant was added to the First Citizens Bank account (ending in -7068), the joint account between Decedent and Plaintiff was closed and the funds were deposited in -7068 which brought the balance in -7068 to just over \$37,000.00.

On or about July 14, 2019, Decedent purportedly signed the Last Will and Testament. In the Will, Defendant is nominated to serve as Personal Representative and is the devisee entitled to receive the majority of Decedent's estate assets. As previously noted, Defendant filed the Will and Application with the Probate Court on March 17, 2020, the day after Decedent's death. On April 1, 2020, Defendant executed a Deed of Distribution transferring the Decedent's interest in the real property located at 107 Highland Hope Lane, Gilbert, South Carolina 29054 to herself. Prior to the 2019 Will, Plaintiff contends Decedent's long-standing plan was to leave her assets to her son and her predeceased son's children.

On April 23, 2020, Plaintiff filed a Summons, Petition for Formal Testacy and Appointment, and Supplemental Petition to Contest Validity of Last Will and Testament and Other Financial Transactions. In his action, Plaintiff alleged that (1) the Last Will and Testament is invalid due to lack of testamentary capacity and/or undue influence; (2) the retitling or transfer of accounts, beneficiary designations, and vehicles are invalid due to lack of contractual capacity and/or undue influence; (3) Respondent converted assets before and after Decedent's death; (4) Respondent provide an accounting of all financial transactions from April 18, 2019 to the present; (5) the Court should impose a constructive trust on assets that were being wrongfully withheld from the Estate; and (6) Respondent should be removed as Personal Representative. Plaintiff also filed an Application for Restraint of Personal Representative, Notice of Motion and Motion to Freeze Assets and Void Deed of Distribution, and an Affidavit for Access to Safe Deposit Box.

The Probate Court granted Plaintiff's Application for Restraint and issued a letter to the Personal Representative, dated May 4, 2020, indicating the same. On the Court's own Motion, all pending matters were removed to the Circuit Court by Order, dated May 5, 2020. Defendant filed her Answer and Counterclaims on July 7, 2020. On March 1, 2020, Plaintiff sought, and the Court granted, injunctive relief to freeze assets and void the deed of distribution until the will contest is settled.

LEGAL STANDARD

In a bench trial, the trial judge acts as the finder of fact. *Lollis v. Dutton*, 421 S.C. 467, 483, 807 S.E.2d 723, 731 (Ct. App. 2017). "[T]he judge, as the finder of fact, may believe all, some, or none of the testimony, even when [the testimony] is not contradicted." *Id.* (internal citation omitted). A trial judge will be accorded great deference where matters of credibility are involved. *Id.* (internal citations omitted).

In will contest cases, S.C. Code Ann § 62-3-407 provides that, “proponents of a will have the burden of establishing prima facie proof of due execution in all cases.” This burden shifts when contestants seek to establish undue influence. “Contestants of a will have the burden of establishing undue influence, fraud, duress, mistake, revocation, or lack of testamentary intent or capacity. § 62-3-407.

ANALYSIS

At the outset of trial, the parties stipulated to the dismissal of causes of action for (1) lack of testamentary capacity and (2) lack of contractual capacity. Remaining before the Court were determinations as to (1) valid will execution, (2) undue influence as to will execution, (3) undue influence as to transfer and retitling of accounts, (4) conversion, (5) accounting, (6) imposing a constructive trust, and (7) removal of personal representative. The Court will address each in part.

I. WILL EXECUTION

Plaintiff argues that the July 2019 Will does not satisfy the requirements for will execution as set forth in S.C. Code Ann. § 62-2-502. The provision governing execution of wills requires “every will must be in writing signed by the testator or in the testator's name by some other person in the testator's presence and by his or her direction, and must be signed by at least two persons each of whom witnessed either the signing or the testator's acknowledgment of the signature or of the will.” § 62-2-502. Plaintiff argues that the July 2019 Will fails to meet the requirements for a witness.

During trial, Plaintiff called to testify Hampton Ellis, one of the witnesses to the July 2019 Will. Ellis testified that he was Decedent’s neighbor and was called over on July 14, 2019 to witness and sign documents. Ellis testified he was given a brief synopsis of the paperwork and then asked to sign. Ellis further testified he did not witness Decedent sign the paper work and he

could not recall whether Decedent expressly indicated she had signed the paperwork. Based on the foregoing, Plaintiff argued that Decedent's failure to acknowledge her signature in the presence of the attesting witnesses invalidates the July 2019 Will.

The Court finds that the witness's inability to expressly recall the details of the signing of the July 2019 Will, when it occurred approximately five years ago, is alone not enough to invalidate the will. The Witness did not testify that the Decedent failed to acknowledge her signature of the will, but instead stated he could not recall. Further, the July 2019 Will was properly notarized, which establishes the presumption that the notary authenticated the signatures. Given that all other formalities of S.C. Code Ann. § 62-2-502 are satisfied, the Court finds that the July 2019 Will was duly executed in accordance with the statutory requirements.

II. UNDUE INFLUENCE

For a will to be invalidated for undue influence, the influence must be the kind of mental coercion which destroys the free agency of the creator and constrains him to do things which are against his free will, and that he would not have done if he had been left to his own judgment and volition. *Russell v. Wachovia Bank, N.A.*, 353 S.C. 208, 578 S.E.2d 329 (2003) (citing *Last Will and Testament of Smoak v. Smoak*, 286 S.C. 419, 334 S.E.2d 806 (1985)). Undue influence must be shown by unmistakable and convincing evidence, which is usually circumstantial. *Id.* The evidence must show that the free will of the testator was taken over by someone acting on testator's behalf. *Id.* Undue influence is demonstrated where the will of the influencer is substituted for the will of the maker. *Id.*

Generally, in cases where a will has been set aside for undue influence, there has been evidence either of threats, force, and/or restricted visitation, or of an existing fiduciary relationship. *Hembree v. Estate of Hembree*, 311 S.C. 192, 428 S.E.2d 3 (Ct.App.1993). The

“mere existence of influence is not enough to vitiate a Will ... A mere showing of opportunity and even a showing of motive to exercise undue influence does not justify a submission of that issue to a jury, unless there is additional evidence that such influence was actually utilized.” *Last Will and Testament of Smoak, supra*, at 424, 334 S.E.2d at 809.

a) Undue Influence as to Will Execution

Plaintiff argues that Defendant’s existing fiduciary relationship as power of attorney establishes a presumption of undue influence. *See In re Estate of Cumbee*, 333 S.C. at 672–73, 511 S.E.2d at 394 (finding in will contest that fiduciary relationship, which created the presumption of undue influence, existed between son and mother where son had mother’s power of attorney and managed her finance). Here, Defendant’s role as both power of attorney and joint owner of bank accounts predated the execution of the July 2019 Will, and the Court does not dispute the existence of a fiduciary relationship between Decedent and Defendant at the time of execution.

While this relationship shifts the burden of establishing rebuttable evidence to the Defendant, the ultimate burden to invalidate the Will still rests with the Plaintiff. *See Howard v. Nasser*, 364 S.C. 279, 613 S.E.2d 64 (2005) (finding that where a fiduciary relationship is established “the proponents of the will must present evidence in rebuttal, but they do not have to affirmatively disprove the existence of undue influence. Instead, the contestants of the will still retain the ultimate burden of proof to invalidate the will.”); *see also* S.C.Code Ann. § 62–3–407 (“Parties have the ultimate burden of persuasion as to matters with respect to which they have the initial burden of proof.”); *Calhoun*, 277 S.C. at 530, 290 S.E.2d at 417 (“The contestants continue to bear the burden of proof throughout the will contest.”)

Here, the Plaintiff has not met his burden as the record is devoid of convincing evidence to establish Defendant unduly influenced Decedent in the execution of the July 2019 Will. No competent evidence was produced to establish Decedent was infirm, either mentally or physically, at the time of execution. Further, Plaintiff's arguments are not based on the circumstances surrounding the execution of the July 2019 Will, which is the critical issue when evaluating undue influence cases. *See Russell*, 578 S.E.2d at 329. Instead, arguments largely related to what Plaintiff perceived as an unnatural disposition of assets in contrast to the long-held intentions of Decedent. A change in the disposition of assets is not enough to establish undue influence absent a showing that Defendant's actions bared influence on Decedent making this change. The Court notes the circumstances surrounding the execution indicate Defendant was not present during any of the actions taken to execute the July 2019 Will and finds that Decedent's will was the product and her own intents.

The Court therefore holds the Defendant has overcome the presumption and the Plaintiff has failed to establish undue influence. Noting this Court has already found the formal execution of the July 2019 Will as valid, the July 2019 Will is hereby upheld.

b) Undue Influence as to the Retitling or Transfer of Accounts, Beneficiary Designations, and Vehicles

Plaintiff argues that transfer and retitling of Decedent's accounts are invalid as to Defendant's undue influence. Plaintiff contends that after Defendant was appointed power of attorney and added as a joint owner to accounts -7068 and -9773, a number of questionable transfers occurred. Plaintiff further seeks to reclaim real estate and vehicles transferred out of the

estate. Having found the July 2019 Will as valid, the Court notes that Defendant was ultimately entitled to receive these assets.¹

Nonetheless, the Court finds Plaintiff does not meet his burden of proof in establishing the circumstances around the retitling or transfer of accounts, beneficiary designations, and vehicles were a product of undue influence. The majority of the testimony relating to the retitling and transfer of accounts came from the Defendant. The Defendant testified that the Decedent was the one to initiate conversations about adding the Defendant as a joint owner to the various bank accounts, and that Decedent was aware of the financial transactions Defendant was making prior to her death. Defendant further testified to personal circumstances between Plaintiff and Decedent that led to the Decedent adding the Defendant as a joint owner.

Other than expressing his distrust and displeasure with Defendant being involved in Decedent's financial accounts, Plaintiff was unable to point to any additional evidence to establish the Defendant coerced or constrained Decedent in the making of these decisions. Therefore, Plaintiff fails to meet his burden of establishing undue influence.

III. MOOT CAUSES OF ACTION

Having found the July 2019 Will valid, Plaintiff's remaining causes of action for conversion, accounting, imposing a constructive trust, and removal of personal representative are deemed moot. The Court will not address these matters.

IV. BONDS

In arguing the merits of Decedent's July 2019 Will, the parties raised additional arguments regarding United States Savings Bonds included in Decedent's estate. Testimony of various

¹ The Last Will and Testament of Jane Dawson provides "to Heather Pounds. . . the residence and land at 107 Highland Hope Lane. . . all Residue and vehicle(s) of the Estate. . . any and all monies left in the estate and all bank accounts after all debts have been paid and closed out whatever that might be with no obligation."

witnesses during the trial acknowledged that the savings bonds were a major point of contention between the parties. The bonds were inherited by Decedent in 2012 and re-titled in 2017 to include Plaintiff Joseph Richard Dawson Jr. as co-owner.

As it stands in relation to the United States Savings Bonds, the last will and testament of Jane Dawson reads:

“I leave to Heather Ponds. . . all of the bonds in my safety deposit box at my bank of First Citizens to use as she sees fit, however, if Joseph Richard Dawson, Jr. still has the bonds that he took from my safety deposit box knowing that my yearly income depended on them, he gets nothing else of my estate. If Joseph Richard Dawson, Jr. has returned the bonds to me prior to me death, ONE bond of the least amount of all bonds will be given to him by My Personal Representative.”

United States Treasury Regulations apply generally to all United States Savings Bonds of all series of whatever designation and bearing any issue dates. 31 CFR § 315.1. As to the effect of the death of a co-owner, the treasury regulations specifically provide that if either co-owner dies without having presented and surrendered the bond for payment or authorized reissue, the surviving co-owner will be recognized as the sole and absolute owner of the bond, and payment or reissue, as though the bond were registered in his name alone, will be made only to such survivor. 37 A.L.R.2d 1221 (*citing* 31 CFR § 315.45 (c)).

Here, Plaintiff is listed as the co-owner of the savings bonds and is therefore vested with sole ownership of such bonds upon the death of co-owner Jane Dawson. Defendant presented no evidence to dispute Plaintiff’s status as co-owner. In accordance with the Treasury Regulations, this Court is persuaded that Decedent’s ownership rights did not entitle her to bequest the bonds in the disposition of the estate and the estate and personal representative have no interest in the savings bond.

CONCLUSION

IT IS THEREFORE ORDERED, AJUDGED, AND DECREED that the Last Will and Testament of Jane Dawson of Gilbert, SC, signed July 14, 2019, is upheld as valid. **IT IS ORDERED** that Heather Pounds of Gilbert, South Carolina remains the duly appointed personal representative. **IT IS FURTHER ORDERED** that all United States Savings Bonds to which Plaintiff, Joseph R. Dawson Jr., is registered as co-owner are now the sole property of Plaintiff.

IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Lexington Common Pleas

Case Caption: Joseph R Dawson Jr VS Heather Pounds Personal Representative ,
defendant, et al
Case Number: 2020CP3201941
Type: Order/Other

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2024-06-10 12:47:30 page 11 of 11

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
Joseph R. Dawson, Jr.)
)
Plaintiff,)
)
v.)
)
Heather Pounds, Individually, as Agent)
Under Power of Attorney, and as Personal)
Representative of the Estate of Jane)
Rollins Dawson,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS

Civil Action Nos. 2020-CP-32-01941

**ORDER DENYING PLAINTIFF’S MOTION
FOR RECONSIDERATION PURSUANT TO
RULE 52 and RULE 59, SCRPC**

This matter is before the Court on Plaintiff Joseph R. Dawson, Jr.’s (“Plaintiff”) Motion for the Court to reconsider its ruling and grant a new trial or to alter or amend its ruling in this matter as reflected in the Order filed June 10, 2024. A bench trial was completed in this matter on April 10, 2024. The Plaintiff was present and represented by Gregory E. Parker, Jr., Esq., and the Defendant, Heather Pounds, was present and represented by Lourie A. Salley, III, Esq.

Subsequent to this court’s Order, Plaintiff timely moved for reconsideration on June 20, 2024 and provided its legal arguments in support of such reconsideration. On June 27, 2024, this court also filed a Form 4 Order which noted it was hold its ruling “in abeyance to allow time for Plaintiff to request the transcript and supplement any arguments in the Motion, should it be required.”

Defendant filed a response in opposition on July 23, 2024, and set forth her argument for the court to not alter or amend the June 10th Order. Defendant also filed a Motion for Expedited Ruling on Motion for Reconsideration on July 23, 2024. Plaintiff filed no response or reply to either of Defendant’s July 23rd filings. This court believes that it is appropriate to rule upon Plaintiff’s Motion at this time.

After careful consideration of the record in this case and the submissions of counsel in post-trial filings, this Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or facts not appropriately considered.

Accordingly, this Court hereby respectfully DENIES Plaintiff's Motion to Reconsider pursuant to Rule 52 and Rule 59, SCRPC. Pursuant to Rule 59(f), the Court is of the opinion that oral argument is not necessary.

Further, any other matters involving the previous and future probate administration of this Estate are hereby remanded to the Lexington County Probate Court.

IT IS SO ORDERED.

[JUDICIAL E- SIGNATURE PAGE TO FOLLOW]



Lexington Common Pleas

Case Caption: Joseph R Dawson Jr VS Heather Pounds Personal Representative ,
defendant, et al
Case Number: 2020CP3201941
Type: Order/Other

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2024-09-23 12:58:30 page 3 of 3

Joseph R Dawson, Jr
PLAINTIFF(S)

Heather Pounds Personal Representative et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (*CHECK REASON*): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN** (*CHECK REASON*): Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

A Motion to Reconsider was filed by Plaintiff on June 20, 2024. Plaintiff requests reconsideration of the Court Order following the parties bench trial on April 10, 2024. In his Motion, Plaintiff indicated an intent to request the transcript from the trial. Therefore, the Court will hold any ruling on Plaintiff's Motion to Reconsider in abeyance to allow time for Plaintiff to request the transcript and supplement any arguments in the Motion, should it be required.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/27/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Lexington Common Pleas

Case Caption: Joseph R Dawson Jr VS Heather Pounds Personal Representative ,
defendant, et al
Case Number: 2020CP3201941
Type: Order/Electronic Form 4

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2024-06-27 15:40:12 page 3 of 3

Joseph R Dawson, Jr
PLAINTIFF(S)

Heather Pounds Personal Representative et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

This matter came before the Court on March 1, 2022 on a motion by the plaintiff to freeze assets and void the deed of distribution. After considering the oral arguments made and pleadings on file the Court finds that the standard for injunctive relief has been met. Therefore, it is the order of the Court to grant the motion to freeze the assets in question and void the deed of distribution until the will contest is settled.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/10/2022 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Lexington Common Pleas

Case Caption: Joseph R Dawson Jr VS Heather Pounds Personal Representative ,
defendant, et al
Case Number: 2020CP3201941
Type: Order/Electronic Form 4

So Ordered

s/ Michael S. Holt, 2772

Electronically signed on 2022-03-10 14:16:48 page 3 of 3



2020CP3201941

LEXINGTON COUNTY PROBATE COURT

Lexington County Judicial Center
205 East Main Street, Suite 134
Lexington, SC 29072
(803) 785-8324

DANIEL R. ECKSTROM
Judge

JULIE H. THOMPSON
Associate Judge

May 4, 2020

Gregory E. Parker, Jr., Esquire
P.O. Box 584
Columbia, SC 29202

RE: Estate for: JANE ROLLINS DAWSON
Case No: 2020ES3200394

Dear Mr. Parker:

In response to filings submitted on April 23, 2020 all matters are being removed to Circuit Court due to questions regarding subject matter jurisdiction.

Please let me know if you have any questions.

Sincerely,

Lisa Williams
Estate Specialist

LISA M. COHER
CLERK OF COURT
LEXINGTON SC

2020 MAY 26 AM 11:16

FILED

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF LEXINGTON)

MOTION FOR REMOVAL

IN THE MATTER OF:)
JANE ROLLINS DAWSON)
(Decedent))

CASE NUMBER: 2020-ES-32-0394

A formal proceeding concerning the above matter was commenced on APRIL 23, 2020. The undersigned hereby moves for removal of this action to the Circuit Court and asserts that this action is removable because it involves the following:

- Probate of Will
- Appointment of Personal Representative
- Construction of Will
- Title to property in which the Estate of a decedent asserts an interest
- Internal or external matter involving a trust (excluding "special needs trusts")
- Action in which there is a right to trial by jury and in which the amount in controversy is at least \$5,000
- Action concerning gifts under the SC Uniform Gifts to Minors Act

This Motion is made no later than ten (10) days from MAY, 2020, the date on which all responsive pleadings were filed. By copy of this Motion, the undersigned is giving notice to interested persons as required by law.

Executed this ____ day of ____, 20__.

Signature: _____ PER COURT MOTION

Print Name: _____

Address: _____

Telephone (Work): _____

(Home): _____

(Cell): _____

Email: _____

Relationship to Decedent/Estate: _____

ORDER FOR REMOVAL

- It is hereby ORDERED on the Court's own Motion that this action be removed to the Circuit Court.
 - Jurisdiction is retained as to all other matters involving this case.
 - The related matters of Summons and Petition for Formal Testacy and Appointment; Supplemental Petition to Contest Validity of Last Will and Testament and other financial transactions; Application for Restraint or Performance of Personal Representative; Notice of Motion and Motion to Freeze Assets and Void Deed of Distribution with Exhibit; Affidavit for Access of Safe Deposit Box and any other Application/Petition/Motion that is filed related to this litigation are also removed to serve the best interest of the Estate and/or the interest of judicial economy.
 - The Motion for Removal is hereby GRANTED. This action shall be removed to the Circuit Court.
 - Jurisdiction is retained as to all other matters involving this case.
 - The related matters of ____ are also removed to serve the best interest of the Estate and/or the interest of judicial economy.
 - It is hereby ORDERED that the Motion for Removal is DENIED because _____.

Executed this 5TH day of MAY, 2020:

Daniel R. Eckstrom

, Probate Court Judge

\$ 255,000
6.25

STATE OF SOUTH CAROLINA
COUNTY OF: Lexington

FILED

IN THE PROBATE COURT Chen 4.9.20
WX 7-14-19 (5)

IN THE MATTER OF:
Jane Rollins Dawson
(Decedent)

2020 MAY 26 AM 11:15

CASE NUMBER: _____

LISA M. COMER
CLERK OF COURT
LEXINGTON SC

2020 ES 3200394

*COMPLETE THIS SECTION ONLY IF FILING PETITION FOR FORMAL TESTACY AND/OR FORMAL APPOINTMENT

*	Petitioner(s)	
vs.		
*	Respondent(s)	

2020 CP 3201941

APPLICATION FOR INFORMAL
 PROBATE OF WILL
 APPOINTMENT

(check any that apply)

*PETITION FOR FORMAL
 TESTACY
 APPOINTMENT

If this is a formal filing, please explain on page 3 or attach pleadings pursuant to SC Rules of Civil Procedure.

*NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO THIS FORM PETITION YOU MUST ALSO FILE A SUMMONS (FORM SCCA 401PC), AND PAY THE STATUTORY FILING FEE OF \$150.00. A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.

2020 APR 17 P 3:46
 RECKSTROM
 PROBATE JUDGE
 LEXINGTON COUNTY, S.C.

FILED

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Applicant/Petitioner(s): Heather Pounds
 Address: 107 Hancey Taylor rd
 Telephone (Work): _____
 (Home): 803 898 2007
 (Cell): 803 307 1097
 Email: Lilleah@p@yahoo.com
 Relationship to Decedent: grandchild

2. Decedent Information:

Full Legal Name (including all known names): Jane Rollins Dawson Sarah Jane Pounds maiden
 Date of Birth: 9/23/1937
 Date of Death: 3/16/2020
 Age at Date of Death: 83

3. Venue for this proceeding is proper in this County because:

- Decedent was domiciled in this County at date of death:
 Address: 107 Highland Hlce Ln County: Lexington State: South Carolina.
- Decedent was not domiciled in South Carolina, but property of Decedent was located in this County at date of death at:
 Address: _____ County: _____ State: South Carolina.
- Decedent has a right to take legal action in this County because: _____

If the above address is the address of a nursing home, prison, or other residential facility, please give the last address of the Decedent prior to entering a facility: _____

023

4(a). Names and addresses of beneficiaries (devisees) named in the Will.

Full Legal Name (including all known names)	Year of Birth	Full Address	Relationship to Decedent
^{Legal} Kathleen Jane Dawson	1976	107 Highland Hope rd Gilbert	granddaughter
Heather Leigh Pounds	1982	107 Harley Taylor rd Gilbert	granddaughter
Joseph Richard Dawson	1960	u	son
Janie Dawson ^{AKA}	1994	107 Highland Hope Ln	

See attached for additional devisees (check if applicable).

4(b). Names and addresses of intestate heirs who are not devisees (persons who inherit if Decedent left no Will).

Full Legal Name (including all known names)	Year of Birth	Full Address	Relationship to Decedent
John Randolph Dawson		adult deceased child	
4 children Janie Dawson, Jacob Dawson, Jonathan Dawson, Heather Pounds			

Jacob Dawson + Jonathan Dawson not listed on will

See attached for additional intestate heirs (check if applicable).

4(c). Did all of the above persons survive one hundred and twenty (120) hours since the death of Decedent?

YES NO If no, please explain on page 3.

5. Did Decedent have any change of marital status or the birth or adoption of any children after execution of this Will, if one exists, or has any child of the Decedent been born since his/her death, or is any birth of a child of the Decedent anticipated? (This includes illegitimate children.)

NO YES If yes, please explain, on page 3.

6. To the best of your knowledge, was the Decedent a patient in a non-private State of South Carolina mental health facility during his/her lifetime?

NO YES If yes, please explain, on page 3.

7. Has a Guardian or Conservator ever been appointed by a Court for this person?

NO YES ^{HP} If yes, please explain on page 3. power of attorney (Heather Pounds)

8. Has a Personal Representative of the Decedent been appointed prior to this date by a Court in this state or elsewhere?

NO YES ^{HP} If yes, please state details, including name and address of such Personal Representative on page 3. In her will only

9. Have you received or are you aware of any Demands for Notice (FORM #111ES) of any probate or appointment proceeding concerning the Decedent that may have been filed in this state or elsewhere?

NO YES If yes, please state details, including names and addresses on page 3.

10. Have more than ten (10) years passed since the Decedent's death?

NO YES If yes, please state circumstances authorizing tardy probate on page 3.

11(a). Did the Decedent own probate real estate?

NO YES If yes, an approximate value of \$ 275,000 (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

11(b). Did the Decedent own probate personal property?

NO YES If yes, an approximate value of \$ 30,000 (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

12. Have you made a diligent search for a Will of the Decedent?

YES
 NO If no, please explain on page 3 below.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the Decedent's Will:

- The original is attached.
- The original is in the Court's possession.
- An exemplified (authenticated) copy of a Will probated in another jurisdiction is attached.
- An exemplified (authenticated) copy of a Will not probated in another jurisdiction is attached.
- The original of the Will is lost, destroyed, or otherwise unavailable, however, a copy or a description of its contents is attached. (for formal proceeding, explain below or attach supplemental pleadings)

2. The execution date of the Will was: July 14, 2019
Codicil(s): _____

3. Is there a memorandum that disposes of tangible personal property pursuant to 62-2-512?

NO YES If yes, attach hereto.

4. To the best of your knowledge, do you believe the Will listed above is the Decedent's validly executed last Will?

YES NO If no, please explain on page 3.

5. To the best of your knowledge, is any witness to the will an "interested witness" (i.e., does the will make any devise to a witness, a witness's spouse, or a witness's issue)?

NO YES ^{HP} If yes, please explain on page 3.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I and II HERE.
(If more space is required, use additional sheets.)

Heather Poughs given general and healthcare POA
Appointed Heather Poughs as personal rep in will

It has been 29 hours since death so we haven't
waited 120 hours after death yet.

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. If the Applicant/Petitioner is not the proposed Personal Representative(s), list name and address of the person you are proposing be appointed as the fiduciary:

2. Priority for appointment of the proposed Personal Representative (whether applicant or nominee) is:

- named as Primary Personal Representative in Will
- named as Alternate Personal Representative in Will
- nominee of Primary Personal Representative in Will
- nominee of Alternate Personal Representative in Will
- surviving spouse of Decedent who is devisee of Decedent or nominee of said spouse
- other devisee of Decedent (describe): _____ or nominee of said devisee
- surviving spouse of Decedent or nominee of said spouse
- other heir of Decedent (describe): _____ or nominee of said heir
- creditor (forty-five (45) days after death must have passed) or nominee of creditor; written statement of claim; FORM 371ES; is attached
- other (describe): _____

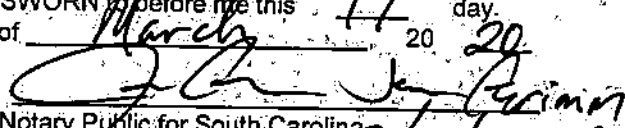
3. List below the name(s) of any other person(s), if any, having an equal or higher priority of appointment than the proposed Personal Representative:


~~Joseph P. Dutton is her son he is not named in the primary reading, HP~~

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 17th day
of March 2020

Notary Public for South Carolina
My Commission Expires: 7/22/2024

Signature of Applicant/Petitioner: 

SWORN to before me this _____ day
of _____ 20 _____

Signature of Co-Applicant/Co-Petitioner: _____

Notary Public for South Carolina
My Commission Expires: _____

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a Will executed 07-14-2019 and

- Codicil executed
Memorandum

be informally [X] GRANTED [] DENIED.

Executed this 26th day of March 2020

Daniel R. Eckstrom

DANIEL R. ECKSTROM Probate Court Judge

[] For formal probate of Will, see separate order executed

ORDER OF INFORMAL APPOINTMENT

IT IS HEREBY ORDERED that the above Application for Appointment be granted upon the filing of an appropriate bond, if applicable, and upon the signing of the Qualification and Statement of Acceptance of appointment.

Bond

- Fiduciary Bond in the amount of \$
Bond not required for Personal Representative nominated by Will
Bond not required as Personal Representative is sole heir or sole devisee
Bond not required as Personal Representative is state agency, bank, or trust company
Bond waivers filed
See order dated
Other

- Notice to Creditors
[X] Required
[] Not Required

Executed this 26th day of March 2020

Daniel R. Eckstrom

DANIEL R. ECKSTROM Probate Court Judge

[] For formal appointment of Personal Representative, see separate order executed

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate. I further submit personally to the jurisdiction of the Court in any proceeding relating to the Estate.

Signature: Heather Deirdre Pounds
Print Name: Heather Pounds
Address: 107 Harley Taylor rd
Gilbert SC 29007
Telephone (Work): _____
(Home): 892 2087
(Cell): 803 307 1097
Email: Lilleigh26@yahoo.com

Signature: _____
Print Name: _____
Address: _____
Telephone (Work): _____
(Home): _____
(Cell): _____
Email: _____

*Attorney: _____
Address: _____
Telephone: _____
Email: _____

*By completing this information, attorney is designated as attorney of record for assisting Personal Representative until proper withdrawal.

LEXINGTON County Coroner's Office

MARGARET W. FISHER, Coroner
 117 DUFFIE DRIVE
 LEXINGTON, South Carolina 29072
 803-359-8439 MFISHER@LEX-CO.COM

Coroner Summary Report

Case # 20-0546	Coroner's Office Investigators	1 Joseph Knight	2
		3	4
Name of Deceased Jane Rollins Dawson		Age 82 Years	DOB 9/23/1937
		Sex Female	Race White
Address of Deceased 107 Highland Hope Lane		City Gilbert	State South Carolina
			Zip 29054
Date of Death 3/16/2020	Time of Death 4:30 AM		Location of Death 107 Highland Hope Lane, Gilbert, SC 29054
Agency Reported To Lexington County Sheriff's Department	Person Reporting Death Lexington County Communications (CAD)	Person Certifying Death Dr. Amy Epps	
NOK Name Heather Pounds, Granddaughter	NOK Address 107 Harley Taylor Road, Gilbert, SC, 29054		NOK Phone (803) 307 - 1097
Identified By Joseph Knight (using SCDL 001763775)		How Identified Photo ID	
Deceased Employer Retired		Funeral Home Barr-Price Funeral Home	
Autopsy Requested? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Autopsy Performed? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Where Autopsy Performed N/A	Doctor Performing Autopsy N/A
Cause of Death Heart Failure.		Manner of Death Natural	Mechanism of Death

2020 MAR 17 P 349
 DANIEL R. ECKSTON
 PROBATE JUDGE
 LEXINGTON COUNTY, SC
FILED

Case Summary

LEXINGTON PROBATE COURT
205 EAST MAIN STREET
ROOM 134
LEXINGTON, SC 29072

Receipt Nbr: 1000110866
Case Number: 2020ES3200394
Date: 03/26/2020

Paid By: HEATHER POUNDS for DAWSON, JANE
Defendant: IN THE MATTER OF JANE ROLLINS DAWSON

Description	Amount
ESTATE OPEN FEE	\$25.00
TOTAL:	\$25.00

Cash:	
Credit:	Fees:
Check: \$25.00	Check #: 842
Money Order:	Nbrs #:

User: WANDA
Printed: 03/26/2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE PROBATE COURT
CASE NO. 2020-ES-32-0394

IN THE MATTER OF:)
JANE ROLLINS DAWSON)

JOSEPH R. DAWSON, JR.)
)
PETITIONER,)

**SUPPLEMENTAL PETITION TO
CONTEST VALIDITY OF LAST
WILL AND TESTAMENT AND
OTHER FINANCIAL TRANSACTIONS**

vs.)

HEATHER POUNDS, INDIVIDUALLY,)
AS AGENT UNDER POWER OF)
ATTORNEY, AND AS PERSONAL)
REPRESENTATIVE OF THE ESTATE)
OF JANE ROLLINS DAWSON,)

FILED

APR 23 2020

RESPONDENT(S).)

PROBATE JUDGE
LEXINGTON COUNTY, SC

Petitioners would respectfully show unto the Court:

JURISDICTION AND VENUE

1. Jane Rollins Dawson died on March 16, 2020, as a resident of Lexington County, therefore the Probate Court of Lexington County has subject matter jurisdiction of this proceeding, pursuant to S.C. Code Ann. § 62-1-302, 1976, as amended.
2. Venue for this proceeding is proper in Lexington County, pursuant to S.C. Code Ann. § 62-3-201, 1976, as amended.

PARTIES

3. At the time of her death, Jane Rollins Dawson was not married and was survived by one child, Joseph R. Dawson, Jr. Jane Rollins Dawson was predeceased by one child, John R. Dawson. Jane Rollins Dawson was survived by John R. Dawson's three (3) children, Kaitlyn Jane Dawson, Jacob Dawson, and Jonathan Dawson.
4. Petitioner Joseph R. Dawson, Jr. is a resident of Lexington County, South Carolina.
5. Respondent Heather Pounds is a resident of Lexington County and was appointed to serve as Personal Representative of the Estate of Jane Rollins Dawson on March 26, 2020 and is subject to the Probate Court's jurisdiction.

FILED
MAY 26 AM 9:16
LISA M. COOPER
CLERK OF COURT
LEXINGTON COUNTY, SC

BACKGROUND

6. Jane Rollins Dawson and Joseph Richard Dawson were married and had two children, Joseph R. Dawson, Jr. and John R. Dawson.
7. Joseph Richard Dawson died on September 26, 2006.
8. John R. Dawson died on January 19, 2008 and was survived by his three (3) children, Kaitlyn Jane Dawson, Jacob Dawson, and Jonathan Dawson.
9. Heather Pounds is the daughter of John R. Dawson's ex-wife, Jennifer Powell. Heather Pounds is not a grandchild of Jane Rollins Dawson.
10. Decedent had a motor vehicle accident in the Spring of 2019 which required her to be hospitalized.
11. During and following the hospitalization, Respondent Pounds became involved in Decedent's affairs, including her finances.
12. Respondent Pounds had Decedent execute a Health Care Power of Attorney and Durable Power of Attorney on April 18, 2019 which nominated Respondent Pounds to serve as Decedent's primary agent.
13. Prior to Respondent Pounds' involvement in Decedent's affairs, Petitioner assisted Decedent with her affairs, including her financial affairs.
14. After Respondent Pounds became Decedent's agent under both Power of Attorney documents, she restricted Petitioner's access to Decedent.
15. On or about July 14, 2019, Decedent purportedly signed a Last Will and Testament leaving the bulk of her estate to Respondent Pounds.
16. Upon information and belief, Decedent's long-standing estate plan was to leave her estate to Petitioner and John R. Dawson's three (3) children, Kaitlyn Jane Dawson, Jacob Dawson, and Jonathan Dawson.
17. Decedent died on March 16, 2020.
18. On March 17, 2020, Respondent Pounds filed the Last Will and Testament, dated July 14, 2019, and requested to be appointed as Personal Representative.
19. On April 1, 2020, Respondent Pounds executed a Deed of Distribution. The Deed of Distribution was recorded on April 10, 2020 in Deed Book 20866 at Page 176 with the Lexington County Register of Deed's Office.

FOR A FIRST CAUSE OF ACTION
(Lack of Testamentary Capacity – Last Will and Testaments)

20. Petitioner adopts the allegations contained hereinabove as fully as if repeated herein verbatim.
21. At the time of the execution of the Last Will and Testament, dated July 14, 2019, Jane Rollins Dawson's health was declining, and, upon information and belief, she lacked the requisite testamentary capacity to execute a Will.
22. Petitioner is informed and believes Jane Rollins Dawson was not of sound mind on and around July 14, 2019, as she was unable to recognize the extent of her estate, the objects of her affection, those to whom she wished to give her property, and the content and impact of the testamentary documents.
23. As a result of the lack of testamentary capacity, the Last Will and Testament, dated July 14, 2019, is not valid and the Estate should be administered as an intestate estate or a testate estate, if a prior valid Last Will and Testament is discovered.

FOR A SECOND CAUSE OF ACTION
(Undue Influence – Last Will and Testaments)

24. Petitioner adopts the allegations contained hereinabove as fully as if repeated herein verbatim.
25. On or about July 14, 2019, Jane Rollins Dawson was suffering from several health issues.
26. As a result of her health issues, Jane Rollins Dawson experienced diminished capacity and was susceptible to undue influence.
27. Respondent Pounds managed Jane Rollins Dawson's income and assets and was in a confidential and/or fiduciary relationship with Jane Rollins Dawson.
28. Upon information and belief, Respondent Pounds exerted influence over Jane Rollins Dawson to the extent that it prevented Jane Rollins Dawson from exercising free judgment and choice.
29. The execution of the Last Will and Testament, dated July 14, 2019, resulted in Respondent Pounds receiving nearly the entirety of Ms. Dawson's estate.
30. As a result of the undue influence, the Last Will and Testament, dated July 14, 2019, is not valid and the Estate should be administered as an intestate estate or a testate estate, if a prior valid Last Will and Testament is discovered.

FOR A THIRD CAUSE OF ACTION
(Lack of Contractual Capacity – Accounts and Vehicles)

31. Petitioner adopts the allegations contained hereinabove as fully as if repeated herein verbatim.
32. Upon information and belief, Respondent Pounds may have had Jane Rollins Dawson to add her to her bank account(s), brokerage account(s), retirement account(s), life insurance policy(ies), shares of stock, and/or vehicles, as joint owner or beneficiary.
33. Upon information and belief, when the bank account(s), brokerage account(s), retirement account(s), life insurance policy(ies), shares of stock, and/or vehicles, were established, purchased, changed, or transferred, Jane Rollins Dawson did not have contractual capacity to execute and approve the transactions.
34. Due to health issues, Jane Rollins Dawson did not have the necessary capacity to understand or comprehend the subject of the contract, its nature, and its consequences.
35. As a result of the transactions, the Estate or rightful beneficiary will not receive the funds in or the benefit of the bank account(s), brokerage account(s), retirement account(s), life insurance policy(ies), shares of stock, and/or vehicles.
36. Due to Jane Rollins Dawson's lack of contractual capacity at the time the transactions occurred, all of the funds and assets should be treated as probate assets.

FOR A FOURTH CAUSE OF ACTION
(Undue Influence – Accounts, Vehicles, Deeds)

37. Petitioner adopts the allegations contained hereinabove as fully as if repeated herein verbatim.
38. Upon information and belief, when the bank account(s), brokerage account(s), retirement account(s), life insurance policy(ies), shares of stock, and/or vehicles were established, purchased, changed, or transferred, Jane Rollins Dawson was suffering from diminished capacity and was susceptible to undue influence.
39. Respondent Pounds managed Ms. Dawson's income and assets, and was in a confidential and/or fiduciary relationship with Jane Rollins Dawson.
40. Upon information and belief, Respondent Pounds exerted influence over Jane Rollins Dawson to the extent that it prevented Jane Rollins Dawson from exercising free judgment and choice.
41. As a result of Respondent Pounds' undue influence on Jane Rollins Dawson, the Estate or rightful beneficiary will not receive the funds in or the benefit of the bank account(s), brokerage account(s), retirement account(s), life insurance policy(ies), shares of stock,

and/or vehicles.

42. As a result of the undue influence, all of the funds and assets should be treated as probate assets.

FOR A FIFTH CAUSE OF ACTION
(Conversion)

43. Petitioner adopts the allegations contained hereinabove as fully as if repeated herein verbatim.
44. Upon information and belief, Respondent Pounds converted assets and funds belonging to Jane Rollins Dawson during her lifetime and following her death.
45. As a result of the conversion of Jane Rollins Dawson's assets and funds, the Estate is entitled to actual and punitive damages from Respondent Pounds.

FOR A SIXTH CAUSE OF ACTION
(Accounting)

46. Petitioner adopts the allegations contained hereinabove as fully as if repeated herein verbatim.
47. Upon information and belief, Respondent Pounds has had complete access to and control over assets owned by Jane Rollins Dawson from April 18, 2019 until the present.
48. Petitioner requests that a written accounting be provided by Respondent for all actions, withdrawals, and transactions related to assets that are the subject of this action and an accounting of the proceeds from the sale of any assets that are the subject of this action.
49. Petitioner requests that any funds, assets, or proceeds from the sale of assets that are determined to be Estate assets and that have been distributed be ordered payable to the Estate, plus interest.

FOR A SEVENTH CAUSE OF ACTION
(Constructive Trust)

50. Petitioner adopts the allegations contained hereinabove as fully as if repeated herein verbatim.
51. Upon information and belief, Respondent Pounds has been unjustly enriched by wrongfully holding title to funds and property which belong to the Estate, including probate assets that have already been distributed.
52. Upon information and belief, this Court should declare that a constructive trust exists and that the funds and property, which have been received by Respondent Pounds from the

Estate or as a direct result of the Decedent's death (non-probate assets), must be returned to the Estate for proper estate administration.

FOR AN EIGHTH CAUSE OF ACTION
(Removal of Personal Representative)

53. Petitioner adopts the allegations contained hereinabove as fully as if repeated herein verbatim.
54. Upon information and belief, based on Respondent Pounds' conduct as alleged in this action, sufficient cause exists to remove Respondent Pounds as Personal Representative as provided in S.C. Code Ann. § 62-3-611.
55. Respondent Pounds must not take any further action except to prepare an accounting, correct maladministration, preserve the estate, and any further action authorized by the Court.

FOR A NINETH CAUSE OF ACTION
(Restraint of Personal Representative)

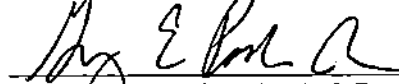
56. Petitioner adopts the allegations contained hereinabove as fully as if repeated herein verbatim.
57. Petitioner requests that the Court restrain Respondent Pounds from taking any action as Personal Representative other than accounting, investigating additional assets, and preserving assets.

WHEREFORE, your Petitioner prays for a Judgment against Respondent Pounds, for actual damages and punitive damages in an amount determined by the Court, including prejudgment interest and costs and for an Order of this Court:

- (a) Granting damages, both actual and punitive, and prejudgment interest against Respondent Pounds, if wrongdoing is found;
- (b) Declaring that the Last Will and Testament, dated July 14, 2019, is invalid due to the lack of testamentary capacity and/or the exertion of undue influence on the testator;
- (c) Declaring that any bank account(s), brokerage account(s), retirement account(s), life insurance policy(ies), shares of stock, and/or vehicles that have been created, changed, transferred, or altered so that the Estate is not the owner or recipient of the account is invalid due to lack of capacity and/or exertion of undue influence on the Decedent;
- (d) Enjoining Respondent Pounds from taking any action to dissipate the assets of any bank or retirement accounts, or the proceeds from liquidating any assets described above, until a final determination is made as to the proper owner of the assets or from destroying any legal or financial records located in the home of the Decedent;
- (e) Ordering Respondent Pounds to account for any withdrawals and transactions from accounts and assets owned by Jane Rollins Dawson during her lifetime and to pay any misappropriated funds to the Estate;

- (f) Imposing a constructive trust as to all funds and property that Respondent Pounds is wrongfully withholding or that she may have already received from the Estate or by way of non-probate transfer;
- (g) Restraining Respondent Pounds as Personal Representative from making any distributions;
- (h) Removing Respondent Pounds as Personal Representative and appointing Petitioner as the Successor Personal Representative;
- (i) Granting Petitioner all costs of this action, including reasonable attorneys' fees; and
- (j) For such other and further relief as the Court deems just and proper.

PARKER LAW, LLC



Gregory E. Parker, Jr. (SC Bar No. 101328)

P.O. Box 584

Columbia, South Carolina 29202

(803) 768-4800

greg@parkerlawsc.com

ATTORNEY FOR PETITIONER

April 22, 2020
Columbia, South Carolina

STATE OF SOUTH)
 CAROLINA)
)
 COUNTY OF LEXINGTON)
)
 IN THE MATTER OF:)
 JANE ROLLINS DAWSON)
)
 JOSEPH R. DAWSON, JR.,)
 Petitioner)
)
 vs.)
)
 HEATHER PUNDS,)
 INDIVIDUALLY, AS AGENT)
 UNDER POWER OF)
 ATTORNEY AND AS)
 PERSONAL)
 REPRESENTATIVE OF THE)
 ESTATE OF JANE ROLINS)
 DAWSON)
 Respondents)

IN THE CIRCUIT COURT
 ELEVENTH JUDICIAL CIRCUIT

ANSWER AND COUTNERCLAIM

Case No.: 2020-CP-32-01941

FOR A FIRST DEFENSE
 (General Denial)

1. The Respondent denies each and every allegation not hereinafter admitted, modified or otherwise explained.

FOR A SECOND DEFENSE
 (Specific Answer)

2. The Respondent admits the allegations contained in paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 and as to 9, Respondent asserts that John R. Dawson’s ex-wife was not Jennifer but Jennie Powell, but admits the rest. Although, Respondent since birth was treated as the bio daughter of John R. Dawson, by all family members to include Decedent.

3. Respondent denies the allegations of paragraph 10 and 11. Respondent was always involved in Decedent's affairs.
4. As to the allegations in paragraph 10, Respondent denies that she "had Decedent execute" any document, but would admit that Decedent, freely, voluntarily and knowingly executed a Health Care Power of Attorney and Durable Power of Attorney on April 18, 2019.
5. As to the allegations contained in paragraph 13, the Respondent would affirmative allege that the Petitioner's breach of trust in managing the Decedent's financial affairs, especially the administrator of the estate of Paul Dawson, resulted in the Decedent's decision not to place him in a fiduciary position of trust.
6. Respondent denies the allegations of paragraph 14. Specifically, Respondent alleges that the Petitioner alienated himself from his mother.
7. Respondent admits to the allegations contained in paragraph 15, with an exception to "purportedly".
8. Respondent denies the allegations contained in paragraph 16 and lacks information sufficient to form a belief.
9. Respondent admits to the allegations contained in paragraphs 17, 18 and 19.
10. Respondent denies the allegations contained in paragraphs 20-23. Respondent would affirmatively allege that the Decedent chronically suffered cardiomyopathy which was a lifetime condition.
11. Respondent denies the allegations contained in paragraphs 24-30, incorporating her previous answer and specifically denies any allegations of diminished capacity or undue influence.

12. As to the allegations contained in paragraphs 31-36, Respondent denies the allegations contained in paragraph 32, and denies paragraphs 35-36 specifically as it alleges diminished capacity or undue influence.
13. As to the paragraphs 37-42 Respondent denies those allegations.
14. Respondent denies the allegations contained in paragraphs 43-45.
15. AS to paragraphs 46-49, Respondent will be happy to provide an accounting, pursuant to the SC Rules of Civil Procedure.
16. The allegations contained in paragraphs 50-57 are denied.

FOR A THIRD DEFENSE

(By way of Counterclaim)
(Factual Claims)

17. The allegations heretofore pled are as if repeated and reiterated verbatim.
18. On September 17, 2011, Paul E Dawson, the Decedent's brother in law passed away, devising all his earthly possessions to Decedent, by Will, a copy of which is attached hereto and incorporated herein by reference.
19. The Decedent who was named sole beneficiary and Personal Representative, was unable to perform her duties as PR, due to health issues and named Plaintiff to act on her behalf in a fiduciary capacity (a copy of which is attached hereto and incorporated herein).
20. The Plaintiff breached his fiduciary duties as hereinafter described.
21. The Following Counterclaims are brought on behalf of the Decedent's Estate.

FOR A FOURTH DEFENSE

(By Way of Counterclaim)
(Breach of Fiduciary Duty)

22. The Plaintiff owed Decedent the highest duty of integrity, to ensure that the Decedent received, as beneficiary, all the assets of her brother in law's estate.
23. The Plaintiff breached that fiduciary duty in the following particulars, to wit;
24. The Defendant realleges all allegations above as if set forth herein.
25. Plaintiff owed fiduciary duties to Decedent as her attorney-in-fact for the brother in law's estate.
26. Defendant is informed and believes the above-described actions were taken by the Plaintiff for his own personal interest.
27. Defendant is informed and believes the Plaintiff breached his fiduciary duty to Decedent by withdrawing, transferring, gifting, or distributing funds on deposit in the Decedent's First Citizen's accounts for his own personal benefit and the benefit of others to the exclusion of Decedent's interest.
28. Defendant is informed and believes that the Plaintiff's actions were gross, willful, wanton, reckless, and in complete disregard of her rights and her duties related thereto.
29. As a direct and proximate result of the Plaintiff's breach of his fiduciary duty, Defendant is informed and believes the Estate has suffered damages. The Defendant would further show that Plaintiff's breaches of his fiduciary duty that he owed to the Decedent directly and proximately caused damages to Decedent's estate, and that Plaintiff has personally benefitted and profited from having Decedent's money and assets transferred to himself. Therefore, the Plaintiff has been unjustly enriched, and the Defendant is entitled to have restitution from the Plaintiff.
30. Defendant is informed and believes that the Estate is entitled to judgment against the Plaintiff in an amount yet to be determined plus punitive damages, plus pre-judgment

interest as allowed by law, plus post-judgment interest, plus such other and further relief as this Court deems just and proper.

31. Defendant is informed and believes Plaintiff is accountable and responsible for his actions and failures to act in his role as a fiduciary of the Decedent's assets.

FOR A FIFTH DEFENSE BY WAY OF COUNTERCLAIM

(Conversion)

32. The Defendant realleges all allegations above as if set forth herein.
33. The Defendant would further show that Plaintiff breached the fiduciary duties owed under the Power of Attorney to the Decedent by abusing his authority and by converting Principal's assets for his own personal use or gain.
34. That the Plaintiff has wrongfully converted the funds in the First Citizens accounts to his own use without the Defendant or Decedent's permission and the Defendant is entitled to a judgment against Plaintiff for actual and punitive damages as a result thereof, including legal interest from the date of conversion.
35. The Defendant would further show that Plaintiff unlawfully converted funds for her own personal use, and that Defendant has the right of ownership and the right to possess said funds.

FOR A SIXTH DEFENSE BY WAY OF COUNTERCLAIM

(Accounting)

36. The Defendant realleges all allegations above as if set forth herein.
37. The Defendant would further show that the Plaintiff has further breached the fiduciary duties that he owed to the Principal for failing to properly account for the Principal's

funds despite requests by Defendant, and, should be responsible for returning any funds that she misappropriated.

38. The Defendant believes that the Plaintiff misappropriated and expended funds or assets belonging to the Decedent for his own personal benefit.
39. An adult descendant “may petition a court to construe a power of attorney or review the agent’s conduct and grant appropriate relief.” S.C. Code Ann. §62-8-116(G)(2), 1976, as amended.
40. By virtue of the Plaintiff’s relationship to the Decedent as her attorney-in-fact, there existed a confidential and fiduciary relationship between the Plaintiff and the Decedent. Under such fiduciary relationship, the Decedent had entrusted the Plaintiff with her assets and monies.
41. The Plaintiff must fully account to the Defendant and this Court for all income, deposits, withdrawals, expenditures, transfers, and distributions, including any and all reimbursements or compensation paid to the Plaintiff, of or from assets (including personal property) or funds belonging to the Decedent, due to the fiduciary relationship and as required by the above referenced statute which involve her time serving as the PR for the Decedent’s interest in her brother in law’s estate.

FOR A SEVENTH DEFENSE BY WAY OF COUNTERCLAIM

(Constructive Trust)

42. The Defendant realleges all allegations above as if set forth herein.

43. Defendant would further show that Plaintiff breached his fiduciary duty owed to Decedent as her Agent by misusing the relationship to benefit his own personal interests and by securing a profit and advantage, resulting in damages to the Defendant.
44. That the Plaintiff has obtained the funds improperly, by accident, mistake in fact, fraud or through a breach of trust or violation of fiduciary duty.
45. That the Court should impose a constructive trust on the funds and require the Plaintiff to pay over the funds to the Defendant plus interest at the highest legal rate.

FOR AN EIGHTH DEFENSE

(By Way of Counterclaim)
(Debt Collection)

46. On January 22, 2016, the Plaintiff DBA as “Ahold of Mold Environmental, LLC”, borrowed \$11,000 pursuant to the terms of a simple loan agreement, a copy of which is attached hereto and incorporated herein.
47. Pursuant to the terms of the agreement the Plaintiff was to pay the monies outlined in the agreement.
48. Defendant is informed and believes she is entitled to judgement against the Plaintiff in the amount \$11,000 and late fees and attorney’s fees.

WHEREFORE, the Defendant respectfully requests that the Court inquire into the matters as set forth herein and issue an Order:

- A. Requiring the Plaintiff be required to submit to an accounting with all supporting documents of the transactions and management activities that he undertook beginning in September 29, 2011 and in his role as Personal Representative for Paul Dawson and as a

fiduciary for the Decedent, Jane Dawson, including, but not limited to, any and all bank statements, transfers, deposit slips, withdrawal slips, receipts, and cancelled checks for the time in which she served as the attorney-in-fact for the Decedent;

- B. That the Plaintiff be required to pay for the expenses related to the accounting;
- C. That the Defendant have judgment against and restitution from the Plaintiff for all money and assets wrongfully obtained from the Decedent, together with, all interest, including pre-judgment interest, and all profits obtained by the Plaintiff from the use of the Decedent's money and/or bonds, and any property, real and/or personal, that the Plaintiff has obtained and/or utilized to earn any profits;
- D. That the Defendant should additionally be awarded judgment against Plaintiff for all costs and attorneys' fees resulting from the necessity of Defendant has to bring and prosecute this action;
- E. Defendant also prays for an Order of this Court requiring the Plaintiff pay any and all costs associated with this action, to include but not be limited to, bills, maintenance, taxes and insurance of the residence in question, whereas if the residence were able to be sold, those expenses would not be incurred for Defendant; and
- F. For such other and further relief as to this Honorable Court may seem just and proper.

s/Lourie A. Salley, III
Lourie A. Salley, III, Esq.
SC Bar #10371
Attorney for Defendant
506 E. Main Street
Lexington, SC 29072
(803) 957-1036

Lexington, SC
June 30, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	CASE NO.: 2020-CP-32-01941
IN THE MATTER OF THE ESTATE OF)	
JANE ROLLINS DAWSON)	
)	
JOSEPH R. DAWSON, JR.,)	
Plaintiff,)	
)	
	)	<u>PLAINTIFF'S</u>
	)	<u>PRE-TRIAL BRIEF</u>
)	
v.)	
)	
HEATHER POUNDS, INDIVIDUALLY,)	
AS AGENT UNDER POWER OF)	
ATTORNEY, AND AS PERSONAL)	
REPRESENTATIVE OF THE ESTATE)	
OF JANE ROLLINS DAWSON,)	
Defendant.)	

COMES NOW Plaintiff, Joseph R. Dawson, Jr., by and through his undersigned counsel, and submits this Pre-Trial Brief.

1. A Concise, Non-Argumentative Statement of Facts.

Janes Rollins Dawson (hereinafter “Decedent”) died on March 16, 2020 as a resident of Lexington County, South Carolina. At the time of her death, she was widowed. Decedent was survived by one (1) child, Joseph R. Dawson, Jr., and was preceded in death by one (1) child, John R. Dawson. Jane Rollins Dawson was survived by John R. Dawson’s three (3) children, Kaitlyn “Janie” Jane Dawson, Jacob Dawson, and Jonathan “Brock” Dawson. Defendant Heather Pounds was the stepdaughter of John R. Dawson until his divorce from her mother, Jennie Powell.

Decedent executed a Health Care Power of Attorney and Durable Power of Attorney on April 18, 2019, which nominated Defendant to serve as Decedent’s primary agent, and was in effect until the Decedent’s death. On that same day, Decedent executed a Last Will and Testament, which also appointed Defendant as Personal Representative and devised the

majority of the Decedent's assets to Defendant. The Last Will and Testament, dated April 18, 2019, has not been submitted for probate.

On May 1, 2019, Defendant Pounds was added as a joint owner to Decedent's First Citizens Bank account ending in -7068. An additional joint account (ending in -9773) was opened on June 20, 2019 at First Citizens Bank with Decedent and Defendant as joint owners. Decedent's Fidelity brokerage account was liquidated, and a check was issued on June 21, 2019 in the amount of \$96,142.11. The Fidelity proceeds were deposited in the recently created First Citizens Bank account (ending in -9773). Additional transactions occurred before and following the Decedent's death.

On July 14, 2019, Decedent signed the Last Will and Testament that Defendant filed with the Court. In the Will, Defendant is nominated to serve as Personal Representative and is the devisee entitled to receive the majority of Decedent's assets. On March 17, 2020, Defendant filed the Decedent's Last Will and Testament, dated July 14, 2019, and requested to be appointed as Personal Representative. Defendant was appointed as Personal Representative on March 26, 2020.

Plaintiff, Joseph R. Dawson, Jr., filed a Summons and Petition for Formal Testacy and Appointment and Supplemental Petition to Contest Validity of Last Will and Testament and other financial transactions on April 23, 2020. In his Petition, Plaintiff alleged that (1) the Last Will and Testament is invalid due to lack of testamentary capacity and/or undue influence; (2) the retitling or transfer of accounts, beneficiary designations, and vehicles are invalid due to lack of contractual capacity and/or undue influence; (3) Defendant converted assets before and after Decedent's death; (4) Defendant should be required to provide an accounting of all financial transactions from April 18, 2019 to the present; (5) the Court should impose a constructive trust on assets that were being wrongfully withheld from the Estate; and (6) Defendant should be removed as Personal Representative.

Plaintiff also filed an Application for Restraint of Personal Representative, Notice of Motion and Motion to Freeze Assets and Void Deed of Distribution, and an Affidavit for Access to Safe Deposit Box. The Probate Court granted Petitioner's Application for Restraint and issued a letter to the Personal Representative, dated May 4, 2020, indicating the same. On the Court's own Motion, all pending matters were removed to the Circuit Court by Order, dated May 5, 2020.

Defendant filed her Answer and Counterclaims on July 7, 2020. In her Counterclaims, Defendant asserted several allegations related to a Connecticut Estate that was administered in 2011-2012. On July 28, 2020, Plaintiff filed a Reply along with Motions to Dismiss Counterclaims. On March 10, 2022, the Circuit Court issued an Order freezing the Decedent's assets and voiding the Deed of Distribution filed on April 10, 2020.

2. Objective Statement of Facts in Controversy.

The parties do not agree regarding the validity of the Last Will and Testament of Jane Rollins Dawson, dated July 14, 2019, specifically whether Decedent had testamentary capacity or was unduly influenced. Additionally, the parties do not agree on whether the Last Will and Testament, dated July 14, 2019 was properly executed. Further, the parties do not agree as to the validity and/or appropriateness of various financial transactions by the Defendant related to Decedent's assets.

3. Legal Issues Involved.

A. Execution of Last Will and Testament

a) Burden of Proof

In contested cases, S.C. Code Ann § 62-3-407 provides that, “[p]roponents of a will have the burden of establishing prima facie proof of due execution in all cases...”

b) Requirements for Execution

Pursuant to S.C. Code Ann. § 62-2-501, “An individual who is of sound mind and who is not a minor...may make a will.” S.C. Code Ann. § 62-2-502(3) requires that a Will be (1) “in writing,” (2) signed by the testator or signed in the testator's name by some other individual in the testator's presence and by direction; and (3) signed by at least two individuals each of whom witnessed either the signing or the testator's acknowledgement of the signature or of the will.”

B. Will Contest

a) Burden of Proof

Pursuant to S.C. Code Ann. § 62-3-407, “[c]ontestants of a will have the burden of establishing undue influence, fraud, duress, mistake, revocation, or lack of testamentary intent or capacity.”

b) Lack of Testamentary Capacity

S.C. Code Ann. § 62-2-501 provides the definition of who may make a will, specifically, “[a]n individual who is of sound mind and who is not a minor as defined in Section 62-1-201(27)....” The test of whether the testatrix has the capacity to make a will is whether [she] knew (1) [her] estate, (2) the objects of [her] affections, and (3) to whom [she] wished to give [his] property. *In re estate of Weeks*, 329 S.C. 251, 262-63, 495 S.E.2d 454, 461 (S.C. App. 1997) (citing *Hellams v. Ross*, 268 S.C. 284, 233 S.E.2d 98 (1977); *In re Washington’s Estate*, 212 S.C. 379, 46 S.E.2d 287 (1948); *Hembree v. Estate of Hembree*, 311 S.C. 192, 428 S.E.2d 3 (Ct. App. 1993)). The party alleging incompetence bears the burden of proving incapacity at the time of the transaction by a preponderance of the evidence. *Hairston v. McMillan*, 387 S.C. 439, 447, 692 S.E.2d 549, 553(Ct. App. 2010).

c) Undue Influence

“The existence of a fiduciary relationship between the influencer and the testatrix creates a rebuttable presumption of undue influence.” *Harkness*, 431 S.C. at 123, 847 S.E.2d at 110 (citing *Hairston v. McMillan*, 387 S.C. 439, 447, 692 S.E.2d 549, 553(Ct. App. 2010)). “A confidential or fiduciary relationship exists when one imposes a special confidence in another, so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interest of the one imposing the confidence.” *Howard v. Nasser*, 364 S.C. 279, 613 S.E.2d 64 (2005) (quoting *In re Estate of Cumbee*, 333 S.C. 664, 671, 511 S.E.2d 390, 393 (Ct. App. 1999)). However, “although the proponents of the will must present evidence in rebuttal, they do not have to affirmatively disprove the existence of undue influence. Instead, the contestants of the will still retain the ultimate burden of proof to invalidate the will.” *Howard*, 364 S.C. at 288, 613 S.E.2d at 68–69.

Undue influence “must amount to force and coercion, destroying free agency.” *In re Estate of Cumbee*, 333 S.C. 664, 511 S.E.2d 390 (S.C. App. 1999) (citing *Calhoun v. Calhoun*, 277 S.C. 527, 532, 290 S.E.2d 415, 418 (1982)). It is not enough if it is “influence of affection and attachment” nor “the mere desire of gratifying the wishes of another.” *Id.* However, South Carolina courts have recognized that “the evidence of undue influence will be mainly circumstantial” because “undue influence is often exercised behind closed doors, preventing any direct proof.” *Calhoun*, 277 S.C. at 530, 290 S.E.2d at 394; *Gunnells v. Harkness*, 431 S.C. 116, 123, 847 S.E.2d 97, 110 (S.C. App. 2020). Additionally, “[s]uccessful will contests asserting

undue influence often include evidence of threats, force, restricted visitation, or an existing fiduciary relationship. *Harkness*, 431 S.C. 116, 123, 847 S.E.2d 97, 110 (citing *Russell v. Wachovia Bank, N.A.*, 353 S.C. 208, 217, 578 S.E.2d 329, 333 (2003).

C. Validity of Transactions Related to the Decedent's Accounts

a) Lack of Contractual Capacity

“South Carolina has defined contractual capacity as a person’s ability to understand, at the time the contract is executed, the nature of the contract and its effect.” *In re Thames*, 344 S.C. 564, 570, 544 S.E.2d 854 (S.C. App. 2001) (citing *In re: Nightingale's Estate*, 182 S.C. 527, 542, 189 S.E. 890, 896 (1937)).

b) Undue Influence

See above discussion of Undue Influence in paragraph 2c.

D. Accounting and Removal of Personal Representative

Pursuant to S.C. Code Ann. § 62-3-611(a), a personal representative may be removed for cause. “Cause for removal exists when removal would be in the best interests of the estate, or if it is shown that a personal representative or the person seeking his appointment intentionally misrepresented material facts in the proceedings leading to his appointment, or that the personal representative has disregarded an order of the court, has become incapable of discharging the duties of his office, or has mismanaged the estate or failed to perform any duty pertaining to the office...” S.C. Code Ann. 62-3-611(b).

As part of the fiduciary duties of the personal representative, an accounting is required if requested by the interested parties. S.C. Code Ann. § 62-3-1001. In the event a Personal Representative is terminated, the Personal Representative has the responsibility to “preserve assets subject to his control, to account thereof, and to deliver the assets. S.C. Code Ann. § 62-3-608

E. Costs and Attorney's Fees

Pursuant to S.C. Code Ann. § 62-1-111, the Court in any formal proceeding may award costs and expenses, including attorney’s fees, to any party to be paid by another party or from the estate that is subject of the controversy.

4. List of Exhibits Indicating with or without Agreement.

Plaintiff's Exhibits:

- a) Last Will and Testament of Jane Dawson, dated April 18, 2019;
- b) Durable Power of Attorney of Jane Dawson, dated April 18, 2019;
- c) Health Care Power of Attorney of Jane Dawson, dated April 18, 2019;
- d) Last Will and Testament of Jane Dawson, dated July 14, 2019;
- e) US Savings Bonds Report and Images;
- f) First Citizen's Bank signature cards;
- g) First Citizen's Bank statements;
- h) First Citizen's Bank checks;
- i) Fidelity Account Information;
- j) Fidelity Account Check, dated June 21, 2019;
- k) Check from Heather Pounds to Jonathan Brock Dawson, dated October 19, 2020;
- l) Recorded Deed of Distribution for 107 Highland Hope Lane, dated April 1, 2020 and recorded April 10, 2020;

All exhibits will be admitted by agreement.

5. List of Witnesses and Very Short Summary of Testimony.

Plaintiff's Witnesses:

- a. Joseph R. Dawson, Jr. (Plaintiff) – Decedent's son. Plaintiff is expected to testify regarding the allegations contained in the pleadings.
- b. Heather Leigh Pounds (Defendant) – Decedent's step-granddaughter. Defendant is expected to testify regarding the allegations contained in the pleadings.
- c. Jennifer Dawson – Plaintiff's wife. Ms. Dawson is expected to testify regarding her interactions with the Decedent. Ms. Dawson is also expected to testify regarding her knowledge of the bonds, Decedent's estate planning documents, and account transactions.
- d. Tammy Lee Brockman – Decedent's former daughter-in-law. Ms. Brockman is expected to testify regarding her interactions with the Decedent. Ms. Dawson is also expected to testify regarding her knowledge of Plaintiff's involvement with Decedent's affairs, Decedent's wishes concerning her estate, and financial transactions.
- e. Jacob Randolph Dawson – Decedent's grandson. Mr. Dawson is expected to testify regarding his interactions with his grandmother and the parties to the case.
- f. Hampton Ellis – Decedent's neighbor. Mr. Ellis is expected to testify regarding the execution of the Will, dated July 14, 2019.

6. Unusual Procedural or Evidence Questions or Matters.

None.

7. Estimated Length of Trial to a Reasonable Degree of Legal Certainty.

Two (2) days.

8. Motions Outstanding.

A. Lack of Subject Matter Jurisdiction, SCRCP, Rule 12(b)(1), Improper Venue, SCRCP, Rule 12(b)(3), Failure to State a Claim, Rule 12(b)(6)

As to Defendant's Counterclaims ("Factual Claims," "Breach of Fiduciary Duty," "Conversion," "Accounting," and "Constructive Trust") related to Plaintiff's involvement in the Estate of Paul E. Dawson, they are related to estate administration that occurred in Delaware in 2011 and 2012. This Court has no jurisdiction over an Estate that was administered in Delaware with no assets in South Carolina. See S.C. Code Ann. § 62-1-301 and 62-1-302. Pursuant to S.C. Code Ann. § 62-3-201, venue is proper in the county where the Decedent was domiciled at death, or in any county where property was located at the time of the decedent's death if he was not domiciled in this state. The Estate of Paul E. Dawson has no connection to South Carolina.

As to Defendant's Counterclaims ("Factual Claims," "Breach of Fiduciary Duty," "Conversion," "Accounting," and "Constructive Trust"), Defendant alleges that Plaintiff acted as attorney-in-fact for Decedent. Plaintiff never acted as attorney-in-fact for Decedent and no other facts were alleged.

Defendant's Counterclaim ("Debt Collection") fails to state facts sufficient to constitute a cause of action against Plaintiff and is barred by the applicable statute of limitations because it is related to a loan by Decedent to Ahold of Mold Environmental of SC and stems from a loan in 2016.

F. Reason(s) Case Cannot be Tried.

None

G. Statement that Settlement Efforts Were Attempted.

Plaintiff and Defendant engaged in an in-person mediation on February 9, 2023. Katherine G. Gettys, Esq. served as the mediator. Mediation was unsuccessful.

[SIGNATURE PAGE FOLLOWS]

By: s/Gregory E. Parker, Jr.
Gregory E. Parker, Jr. (SC Bar No. 101328)
Parker Law, LLC
P.O. Box 584
Columbia, SC 29202
Office: 803-768-4800
greg@parkerlawsc.com

Columbia, South Carolina
April 8, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	CASE NO.: 2020-CP-32-01941
IN THE MATTER OF THE ESTATE OF)	
JANE ROLLINS DAWSON)	
)	
JOSEPH R. DAWSON, JR.,)	
Plaintiff,)	
)	
v.	)	<u>PLAINTIFF’S MOTION FOR</u>
	)	<u>RECONSIDERATION</u>
)	
HEATHER POUNDS, INDIVIDUALLY, AS)	
AGENT UNDER POWER OF ATTORNEY,)	
AND AS PERSONAL REPRESENTATIVE)	
OF THE ESTATE OF JANE ROLLINS)	
DAWSON,)	
Defendant.)	

Plaintiff Joseph R. Dawson, Jr. moves pursuant to Rules 52 and 59, SCRPC, for the Court to reconsider its ruling and grant a new trial or to alter or amend its ruling in this matter as reflected in the Order filed June 10, 2024. The grounds for this motion are as follows:

1. Plaintiff called Hampton Ellis to testify as one of the witnesses to the July 2019 Will. The Court states in its Order “Ellis further testified he did not witness Decedent sign the paperwork and he could not recall whether Decedent expressly indicated she had signed the paperwork.” Plaintiff’s recollection¹ of the testimony is that Hampton Ellis testified that he did not witness Decedent sign and that Decedent’s signature was not acknowledged to Ellis. Ellis did not recall whether Decedent was in the room when he signed the July 2019 Will or if Decedent said anything.
2. The Court erred in failing to include or address Plaintiff’s argument that Hampton Ellis was not a competent witness due to Ellis being fifteen (15) years of age and not knowing

¹ Plaintiff’s counsel has ordered the transcript of Hampton Ellis’s testimony and will further amend or modify this portion of the Motion as necessary or appropriate upon receipt of the transcript.

what he was signing when the July 2019 Will was executed.

3. The Court failed to note that Defendant has the burden as the proponent of the July 2019 Will to establish due execution pursuant to S.C. Code Ann § 62-3-407. Plaintiff has rebutted any presumption of proper execution that Defendant may be entitled to by offering Ellis's testimony that he did not see Decedent sign or acknowledge the July 2019 Will. Defendant must present evidence to prove proper execution and meet her burden.
4. As it relates to undue influence related to the execution of the July 2019 Will and Retitling/Transfer of Accounts, the Court failed to consider or failed to note that it considered the following:
 - a. Decedent had a history of using attorneys for her legal matters, including estate planning, estate administration, and business matters.
 - b. Defendant's aunt offered to update Decedent's estate planning documents which resulted in the April 2019 POA nominating Defendant as Decedent's agent.
 - c. Defendant's aunt was not an attorney but offered legal advice which Decedent purportedly considered when the documents were prepared and executed in April 2019.
 - d. Prior to the preparation and execution of the April 2019 documents, Defendant's aunt had previously co-owned real estate with Defendant and Defendant transferred her interest to her aunt without consideration.
 - e. Prior to the preparation and execution of the April 2019 documents, Defendant was not involved in Decedent's finances.
 - f. Defendant took Decedent to the bank to have the accounts retitled in June of 2019.

- g. Defendant was on the phone with the Fidelity representative and instructed the representative to liquidate the account in June of 2019.
 - h. Following the execution of the April 2019 documents and leading up to the execution of the July 2019 Will, Plaintiff's ability to visit and communicate with Decedent changed. They had regular dinners on Sundays at Plaintiff's house which stopped. Plaintiff was not able to call Decedent. The text message exchanges from Decedent changed from short, informal responses to long, narrative responses which indicated someone other than Decedent was in possession and control of Decedent's phone.
 - i. Although Decedent had a typewriter, she did not have a computer or printer in her home.
 - j. The July 2019 Will was prepared on a computer and is similar to the April 2019 Will prepared by Defendant's aunt, but Defendant's aunt denied preparing it and no one knows who prepared the document or how it was prepared.
 - k. Defendant arranged for the notary and the notary's daughter (the second witness) to be present for the execution of the July 2019 Will.
5. Although the ultimate burden of proving undue influence rests with Plaintiff, the Court erred in failing to view the evidence in the light most favorable to Plaintiff. See *Calhoun v. Calhoun*, 277 S.C. 527, 290 S.E.2d 415 (1982).
6. The Court properly acknowledged that Defendant and Decedent were in a fiduciary relationship which created the presumption of undue influence. However, the Court erred in finding that Defendant rebutted the presumption of undue influence and failed to identify what evidence, if any, that Defendant presented to rebut the presumption.

7. Defendant's testimony was that Plaintiff's relationship with Decedent became strained when Decedent became concerned regarding the bonds. Plaintiff presented testimony and evidence that the bonds were transferred in 2012 with Decedent's involvement. The documents required to transfer the bonds were all signed by Decedent. The Court erred in failing to give greater weight to Plaintiff's argument that Decedent was being influenced by Defendant regarding the bonds. The titling of the bonds was never an issue until 2019 when Defendant became involved in Decedent's affairs.
8. The Court erred in finding that Plaintiff did not present convincing evidence of undue influence when evidence was submitted that Defendant was in a fiduciary relationship with Decedent in part due to legal documents prepared by Defendant's aunt; that Defendant became involved in Decedent's finances which resulted in a drastic change from Decedent's accounts being titled and designated such that Plaintiff would receive them by non-probate transfer upon Decedent's death to the accounts being liquidated or jointly held with Defendant; that Plaintiff's access and communication to Decedent was restricted; that Decedent's long standing estate plan was altered so that Defendant was the primary beneficiary (which is an unnatural disposition and benefits the person alleged to have asserted the undue influence); and that Defendant was involved in the coordination of the execution of the July 2019 Will which did not involve a lawyer despite Decedent always using lawyers for legal matters prior to Defendant's involvement.

For the foregoing reasons, Plaintiff respectfully submits that this Court should alter, amend, reconsider, and/or vacate its Order. This Motion is based on the issues raised above, the pleadings, documents, records, testimony, and exhibits in this action, together with applicable statutory and

case law, and any memoranda or affidavit(s) which may be filed prior to the hearing or decision of this Motion.

Respectfully submitted,

PARKER LAW, LLC

By: s/Gregory E. Parker, Jr.
Gregory E. Parker, Jr. (SC Bar No. 101328)
P.O. Box 584
Columbia, SC 29202
(P) 803-768-4800
(F) 803-768-4801
greg@parkerlawsc.com
ATTORNEY FOR PLAINTIFF

June 20, 2024
Columbia, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) IN THE ELEVENTH JUDICIAL CIRCUIT
C/A No.: 2020-CP-32-01941

Joseph R. Dawson, Jr.,)
)
Plaintiff,)

vs.)

Heather Pounds, Individually, as Agent)
Under Power of Attorney, and as Personal)
Representative of the Estate of Jane)
Rollins Dawson,)
)
Defendant.)

**DEFENDANT’S MOTION FOR
EXPEDITED RULING ON MOTION FOR
RECONSIDERATION**

For the reasons set forth below, Defendant respectfully requests an expedited ruling on Plaintiff’s Motion for Reconsideration.

Plaintiff filed a Motion for Reconsideration in the above-captioned matter on June 20, 2024. In his motion, Plaintiff asserted that his recollection of the trial testimony of witness Hampton Ellis was that Mr. Ellis testified “that Decedent’s signature was not acknowledged to [him].” Pl.’s Mot. for Recon. ¶ 1. This recollection conflicts with the Court’s Order dated June 10, 2024, which provides that Mr. Ellis “could not recall whether Decedent expressly indicated she had signed the paperwork.” Order 5, June 10, 2024. In a footnote, Plaintiff indicated that his counsel had ordered the transcript of Mr. Ellis’s testimony and would amend the motion as necessary upon receipt of the transcript. Pl.’s Mot. for Recon. fn.1.

On June 27, 2024, the Court *sua sponte* issued an Order stating that it would hold its ruling on Plaintiff’s Motion to Reconsider in abeyance “to allow time for Plaintiff to request the transcript and supplement any arguments in the Motion.” Order 1, June 27, 2024.

In her Response in Opposition to Plaintiff's Motion for Reconsideration filed contemporaneously with this motion, Defendant demonstrated that, as a matter of law, Mr. Ellis's signature on the will at issue in this case is not necessary for the will to be valid. Because Plaintiff's sole need for the trial transcript relates to his arguments regarding Mr. Ellis's testimony and the validity of his signature as a witness to the will, the transcript is not needed to conclude that the will at issue was properly executed. For this reason, and because the assets at issue are frozen pending resolution of this matter, Defendant seeks an expedited ruling as to the pending Motion for Reconsideration. Relatedly, Defendant requests that the Court's ruling clarify that the assets frozen on March 10, 2022, are no longer frozen in light of the final order of this Court.

Respectfully submitted this 23rd day of July, 2024.

POLALES HORTON & LEONARDI LLP

/s/ Shelby K. Leonardi

Shelby K. Leonardi
South Carolina Bar # 70570
Polales Horton & Leonardi LLP
1502 Blanding Street
Columbia, SC 29201
t: 803-988-9708
c: 803-467-5410
sleonardi@phl-firm.com

Counsel for Defendant

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	C/A No.: 2020-CP-32-01941
Joseph R. Dawson, Jr.,)	
)	
Plaintiff,)	
)	
vs.	)	DEFENDANT’S RESPONSE IN
	)	OPPOSITION TO PLAINTIFF’S
	)	MOTION FOR RECONSIDERATION
Heather Pounds, Individually, as Agent)	
Under Power of Attorney, and as Personal)	
Representative of the Estate of Jane)	
Rollins Dawson,)	
)	
Defendant.)	

Defendant Heather Pounds, Individually, as Agent Under Power of Attorney, and as Personal Representative of the Estate of Jane Rollins Dawson, hereby opposes the Motion for Reconsideration filed by Plaintiff Joseph R. Dawson, Jr. on June 20, 2024. As is set forth more fully below, the Motion for Reconsideration should be denied because, in its Order dated June 10, 2024, the Court neither overlooked nor disregarded any material fact or principle of law. On the contrary, the Court appropriately considered the facts and arguments raised by the parties, weighed the credibility of the witnesses, and issued a well-reasoned and thorough Order regarding the parties’ claims and defenses. Consequently, the Court’s Order need not be revisited, and the Plaintiff’s Motion for Reconsideration must be denied.

PROCEDURAL HISTORY¹

Jane Rollins Dawson (hereinafter “Decedent”) died on March 16, 2020. Decedent died testate. Her Last Will and Testament, dated July 14, 2019, is the subject of this litigation. The Will named Defendant Heather Pounds, Decedent’s step granddaughter and the eldest of her

¹ Defendant has not included a recitation of the facts beyond the Procedural History in light of the Court’s thorough handling of the facts in the Order dated June 10, 2024.

grandchildren, as Personal Representative of Decedent's estate. On March 17, 2020. Ms. Pounds filed the Decedent's Will with the Probate Court, and she was appointed as the Personal Representative on March 26, 2020.

On April 23, 2020, Plaintiff filed a Summons, Petition for Formal Testacy and Appointment, and Supplemental Petition to Contest Validity of Last Will and Testament and Other Financial Transactions. In his action, Plaintiff alleged that (1) the Last Will and Testament is invalid due to lack of testamentary capacity and/or undue influence; (2) the retitling or transfer of accounts, beneficiary designations, and vehicles are invalid due to lack of contractual capacity and/or undue influence; (3) Respondent converted assets before and after Decedent's death; (4) Respondent must provide an accounting of all financial transactions from April 18, 2019, to the present; (5) the Court should impose a constructive trust on assets that were being wrongfully withheld from the Estate; and (6) Respondent should be removed as Personal Representative. Plaintiff also filed an Application for Restraint of Personal Representative, Notice of Motion and Motion to Freeze Assets and Void Deed of Distribution, and an Affidavit for Access to Safe Deposit Box.

On May 4, 2020, the Probate Court granted Plaintiff's Application for Restraint. On May 5, 2020, the Probate Court, on its own motion, removed all pending matters to this Court. Ms. Pounds filed her Answer and Counterclaim on July 7, 2020. By Order dated March 10, 2022, the Court granted Plaintiff's motion to freeze assets and void the deed of distribution until the pending contest regarding the Will is resolved.

The Court held a bench trial in this matter beginning on April 10, 2024. At the outset of trial, Plaintiff agreed to dismiss his causes of action for (1) lack of testamentary capacity and (2) lack of contractual capacity. Although not pled in the Supplemental Petition to Contest Validity

of Will and Testament and Other Financial Transactions, the validity of the execution of the Will was raised by Plaintiff in his trial brief. Thus, the Court was asked to make determinations as to (1) valid will execution, (2) undue influence as to will execution, (3) undue influence as to transfer and retitling of account, (4) conversion, (5) accounting, (6) imposing a constructive trust, and (7) removal of personal representative.

The Court issued its decision on the foregoing issues in an Order dated June 10, 2024. The Court held that (1) the July 2019 Will was properly executed under South Carolina law, (2) the Plaintiff did not meet his burden of establishing undue influence either related to the execution of the Will or to the retitling or transfer of accounts, beneficiary designations, and vehicles, and (3) all remaining causes of action were mooted by the holding that the July 2019 Will is valid. With regard to the ownership of United States Savings Bonds (hereinafter the “Bonds”) referenced in Decedent’s Will, the Court held that Plaintiff, as surviving co-owner of the Bonds and in accordance with United States Treasury Regulations, is vested with sole ownership of the Bonds.

Pursuant to Rules 52 and 59, SCRPC, Plaintiff filed a Motion for Reconsideration on June 20, 2024, asking the Court to either grant a new trial or to alter or amend its ruling in the Order dated June 10, 2024.

LEGAL STANDARD

Pursuant to Rule 52, SCRPC, the court in a bench trial must “find the facts specially and state separately its conclusions of law thereon.” South Carolina law, however, does not require the court “to set out findings on all the myriad factual questions arising in a particular case.” *In re Luckabaugh*, 351 S.C. 122, 133, 568 S.E.2d 338, 343 (2002). The findings need only be sufficient to allow an appellate court to ensure the law was faithfully executed by the trial court.

Id. Upon timely motion by a party, a court may amend its findings or make new ones and amend its order accordingly. Rule 52(b), SCRCF.

Rule 59(e), SCRCF, also allows a court to alter or amend a judgment upon a party's timely motion. Under South Carolina law, a motion to reconsider under Rule 59 is appropriate in two basic situations. First, "[a] party may wish to file such a motion when [he] believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). Second, "[a] party must file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review." *Id.* A party's dissatisfaction with the outcome of the action is not grounds for relief under Rule 59.

ARGUMENT

Plaintiff's Motion for Reconsideration appears to take issue with two of the Court's legal conclusions: (1) that the July 2019 Will was properly executed and (2) that Plaintiff failed to meet his burden of establishing undue influence as to the Will execution and retitling or transfer of accounts, beneficiary designations, and vehicles.

1. The Court Properly Held the July 2019 Will Was Valid

Under South Carolina law, a valid will "shall be: (1) in writing; (2) signed by the testator . . . ; and (3) signed by at least two individuals each of whom witnessed either the signing or the testator's acknowledgment of the signature or of the will." S.C. Code Ann. § 62-2-502. Plaintiff does not dispute that the July 2019 Will was in writing and signed by the Decedent. Rather, Plaintiff's argument regarding execution rests solely on the third statutory requirement that a will must be signed by at least two individuals who have either witnessed the signing or before whom the testator has acknowledged the signature or the will itself.

In his Motion, Plaintiff focuses solely on the sufficiency of Hampton Ellis as a witness to the Decedent's Will. Plaintiff asserts that Mr. Ellis was not a competent witness because he was fifteen years old at the time the Will was executed. Plaintiff further takes issue with the Court's finding that Mr. Ellis "testified he did not witness Decedent sign the paper work and he could not recall whether Decedent expressly indicated she had signed the paperwork." Order 4-5, June 10, 2024. Plaintiff asserts that his recollection of the testimony "is that Hampton Ellis testified that he did not witness Decedent sign and that Decedent's signature was not acknowledged to Ellis."

Plaintiff's allegations are insufficient grounds for the Court to grant Plaintiff's Motion. First, Section 62-2-502(3) does not require witnesses to be a particular age. In fact, the language used in the statute – "signed by at least two *individuals*" – is broad enough to permit witnesses to be minors. *See* S.C. Code Ann. § 62-2-502(3) (emphasis added). Without legal authority requiring that witnesses to wills be adults, Plaintiff's contention that the Court erred in failing to address Mr. Ellis's age in the Order is unfounded. Second, South Carolina law provides that a will is valid so long as the witness observes "the testator's acknowledgment of the signature *or of the will.*" *Id.* (emphasis added). Thus, Plaintiff's focus on whether the Decedent acknowledged her signature to Mr. Ellis is misplaced. So long as Mr. Ellis understood from the Decedent that the document he signed on July 14, 2019, was her will, the will was executed in accordance with the statutory requirements.

Furthermore, even if Hampton Ellis were deemed to be either an incompetent witness or a witness who did not receive acknowledgment of the signature or the Will from the decedent, the Will is still valid under South Carolina law. The South Carolina Court of Appeals has held that the notary who notarized a will may be considered the second witness required by Section 62-2-502(3) even when the notary did not intend to be an attesting witness. *In Re Estate of*

Reagan, No. 2015–UP–354, 2015 WL 4275465 (S.C. Ct. App. July 15, 2015) (holding that although the notary “may not have intended to act as an official witness, she still observed Testatrix's execution of the will and then by signing, she accomplished the purpose and statutory dictates of section 62–2–502 by attesting and subscribing to the will”). In the present case, Plaintiff has not alleged any deficiency in the signatures of either the notary or the other witness on the July 2019 Will. Thus, the Will meets South Carolina’s execution requirements even without the signature of Hampton Ellis.

Based on the foregoing, Plaintiff has failed to establish any error on the part of the Court in determining the Will was properly executed, and his motion must be denied as to this issue.

2. The Court Properly Held Plaintiff Failed to Establish Undue Influence

At trial, Plaintiff failed to meet his burden of establishing undue influence either as to the execution of the Will or as to the retitling and transfer of assets. The Court drafted a thorough Order explaining its holdings as to undue influence. With regard to these holdings, Plaintiff’s Motion for Reconsideration must fail because (1) the Court properly weighed the evidence as the finder of fact in a bench trial, (2) the Court identified the evidence on which it relied to determine Defendant had rebutted the presumption of undue influence, and (3) Plaintiff has failed to connect any alleged factual omissions to specific acts of undue influence.

First, as the finder of fact in this bench trial, the Court had the authority and obligation to listen to the witnesses and to weigh the credibility of their testimony. “In a bench trial, the judge, as the finder of fact, may believe all, some, or none of the testimony, even when it is not contradicted.” *Lollis v. Dutton*, 421 S.C. 467, 483, 807 S.E.2d 723, 731 (Ct. App. 2017). Here, the Court heard the testimony of the parties and the witnesses and weighed that testimony according to the credibility assigned by the Court. Even so, the Court’s recitation of the facts

makes clear that the Court considered Plaintiff's testimony in its ruling. For example, the factual summary includes Plaintiff's allegations that (1) prior to 2019, he primarily assisted Decedent with her finances, (2) after Ms. Pounds became Power of Attorney for Decedent, Plaintiff's access to Decedent was lessened, and (3) prior to the 2019 Will, Decedent's alleged longstanding plan was to leave her assets to her son and her predeceased son's children. While the Court need not make findings of fact as to "the myriad factual questions arising in a particular case," the inclusion of these facts demonstrates that the Court considered Plaintiff's testimony in its ruling. *See In re Luckabaugh*, 351 S.C. at 133, 568 S.E.2d at 343.

Second, the Court properly identified the evidence Defendant presented to rebut the presumption of undue influence despite Plaintiff's assertion to the contrary. Plaintiff claims that the Court "failed to identify what evidence, if any, [the] Defendant presented to rebut the presumption." Pl.'s Mot. for Recon. ¶ 6. However, with regard to the Will execution, the Court noted that "circumstances surrounding the execution indicate Defendant was not present during any of the actions taken to execute the July 2019 Will." Order 7, June 10, 2024. Thus, the Order makes clear that Ms. Pounds rebutted the presumption of undue influence in the Will execution by presenting evidence that she was not involved in the execution of the Will. With regard to the retitling and transfer of assets, the Court first pointed out that because the Will was valid, Defendant was entitled to receive the assets at issue. The implication of the Court's statement is that Plaintiff's argument that Ms. Pounds exerted undue influence over the retitling and transfer of assets was moot. Nevertheless, the Court noted the following:

The majority of the testimony relating to the retitling and transfer of accounts came from the Defendant. The Defendant testified that the Decedent was the one to initiate conversations about adding the Defendant as a joint owner to the various bank accounts, and that Decedent was aware of the financial transactions Defendant was making prior to her death. Defendant further testified to personal

circumstances between Plaintiff and Decedent that led to the Decedent adding the Defendant as a joint owner.

Again, the Order makes clear the evidence presented by Ms. Pounds that rebutted any presumption of undue influence on the part of the Defendant. Thus, the Court's Order did what it was required to do with regard to the rebuttable presumption created by the fiduciary relationship between the Decedent and Ms. Pounds, and the Order need not be amended.

Third, Plaintiff's Motion for Reconsideration fails to connect any alleged factual omissions to specific acts of undue influence. Although Plaintiff's Petition asserts undue influence as to execution of the Will and as to the retitling and transfer of assets, Plaintiff's Motion merely identifies a list of facts alleged by the Plaintiff that he contends show "undue influence" broadly and that he further contends the Court did not consider in its Order. None of the facts listed support the contention that Ms. Pounds influenced the Decedent's execution of the Will or the Decedent's decision to retitle or transfer assets. Instead, the listed facts consist of speculation, mischaracterization, or incomplete testimony that Plaintiff hopes to use to create a perception of influence. However, general influence is not enough to establish undue influence. *Mock v. Dowling*, 266 S.C. 274, 277, 222 S.E.2d 773, 774 (1976). Rather, influence will only invalidate a will where that influence "destroy[s] free agency and amount to force and coercion." *Hembree v. Estate of Hembree*, 311 S.C. 192, 196, 428 S.E.2d 3, 5 (Ct. App. 1993).

As the Court noted in its Order, here, "the record is devoid of convincing evidence to establish Defendant unduly influenced Decedent in the execution of the July 2019 Will." Plaintiff conceded Decedent was not lacking testamentary or contractual capacity when he agreed to dismiss those causes of action. Additionally, Plaintiff failed to put forth evidence to show Decedent was mentally or physically infirm during the relevant time period such that she would have been susceptible to threats or coercion related to the execution of the Will or the

transfer or retitling of assets. Although Plaintiff brought forth evidence of a fiduciary relationship between Decedent and Ms. Pounds, Ms. Pounds rebutted the presumption of undue influence with the evidence set forth above. Plaintiff has identified no additional evidence to establish the existence of undue influence in Decedent's decisions. Consequently, the Court's Order need not be revisited or amended.

CONCLUSION

Based on the foregoing, Plaintiff's Motion for Reconsideration is without merit and must be denied.

Respectfully submitted this 23rd day of July, 2024.

POLALES HORTON & LEONARDI LLP

/s/ Shelby K. Leonardi

Shelby K. Leonardi
South Carolina Bar # 70570
Polales Horton & Leonardi LLP
1502 Blanding Street
Columbia, SC 29201
t: 803-988-9708
c: 803-467-5410
sleonardi@phl-firm.com

Counsel for Defendant

1 STATE OF SOUTH CAROLINA * COURT OF COMMON PLEAS
 *
 2 COUNTY OF LEXINGTON * TRANSCRIPT OF RECORD
 *
 3 -----X
 JANE ROLLINS DAWSON and *
 4 JOSEPH DAWSON, JR., *
 *
 5 Plaintiffs, *
 vs. * Case No. 2020-CP-32-01941
 *
 6 HEATHER POUNDS, *
 *
 7 Defendant. *
 8 -----X

9 April 10-11, 2024

10 BENCH TRIAL

11 B E F O R E:

12 The Honorable Walton J. McLeod, Presiding Judge

13 A P P E A R A N C E S:

14 Gregory E. Parker, Esq.
 15 Attorney for the Plaintiff

16 Lourie A. Salley, III, Esq.
 17 Attorney for the Defendant

18
 19
 20
 21
 22
 23 Recorded by: DCRP Court Monitor Kaytana Grice

24 Transcribed by: Bobbi Fisher, RPR
 25 SC Official Court Reporter III

P R O C E E D I N G S

(The following proceedings started at 9:40 a.m.)

1 THE COURT: Okay. All right, good morning. We're here
2 in the matter of Jane Rollins Dawson and Joseph Dawson, Jr.
3 versus Heather Pines -- is that correct? Heather Pounds. I'm
4 sorry.
5

6 This is a matter that was removed from Probate Court up
7 to Circuit Court at some point in the past. It's on the bench
8 trial roster this week.
9

10 I met briefly with the attorneys in the hallway. I think
11 there are a few threshold issues we can start off with
12 regarding the South Carolina requirements for execution of a
13 will. I know there's some counterclaim issues as well, but as
14 I told the attorneys, this is a bench trial; we don't have a
15 jury to worry about efficiency. We'll just get through this
16 case as best we can. I just want to make sure we touch on all
17 the legal issues we need to.

18 And in the event that we don't really get the decisions
19 on anything, I'll end up taking it all under advisement, but
20 we may make some decisions during the course of the trial; I
21 just don't know yet until I have heard the evidence.

22 I have reviewed the pretrial brief provided by
23 Mr. Parker, but otherwise, that's my general familiarity with
24 the case.

25 Mr. Parker, anything else you want to start off with as

1 far as introduction or...

2 MR. PARKER: Your Honor, as just a preliminary matter, we
3 did stipulate to dismiss two causes of action, which is the
4 lack of testamentary capacity and the lack of contractual
5 capacity. So, the remaining causes of action that we intend
6 to proceed on are they undue influence related to the will,
7 and the validity of the execution of the will, and then the
8 undue influence associated with the transfer and retitling of
9 various accounts and beneficiary designations.

10 And then we'll have -- we still have conversion
11 accounting, constructive trust, and removal of the personal
12 representative. Our cause of action for restraint of the
13 personal representative was resolved by the Probate Court
14 before it removed it to circuit court. The personal
15 representative has been restrained for going on four years
16 now.

17 THE COURT: Has there been any work in the estate since?

18 MR. PARKER: I don't know, Your Honor. Mr. Salley
19 represents the personal representative, and I'm not sure if --
20 my understanding is that all assets were transferred out. We
21 were able to void the deed, transferring the house out of the
22 estate, but the vehicles were the only other probate asset
23 that I'm aware of that were transferred out. As far as I
24 know, they're still around; they're just not titled in the
25 decedent's name anymore.

1 THE COURT: Okay. Mr. Salley, anything you wish to add?

2 MR. SALLEY: No, Your Honor.

3 THE COURT: All right. Well, Mr. Parker, I believe
4 you've got the plaintiff in the case, so you can proceed.

5 MR. PARKER: Yes, Your Honor.

6 THE COURT: Well, under the circumstances, you can make
7 an initial opening statement here ---

8 MR. PARKER: Okay.

9 THE COURT: --- as far as what you intend to show ---

10 MR. PARKER: Sure.

11 THE COURT: --- and the testimony you're going to
12 provide.

13 MR. PARKER: Yes, Your Honor. Thank you. May it please
14 the Court?

15 THE COURT: Yes, sir.

16 OPENING STATEMENT ON BEHALF OF THE PLAINTIFF

17 MR. PARKER: As you've stated, I'm Greg Parker. I
18 represent the plaintiff, Joseph Dawson, Jr., who you'll hear
19 referred to throughout today and possibly tomorrow as Joe or
20 Joey. His dad was Joseph Dawson, Sr., and his mother, Jane
21 Dawson, who is the decedent in this case.

22 But this is a case involving his mother's estate, the
23 Estate of Jane Dawson. Ms. Dawson passed back in March of
24 2020. March 16th, to be exact. Following her death,
25 Ms. Pounds filed the will that's dated July 14th of 2019

1 that's at issue in this case. That is the will that we have
2 challenged. That will was filed March 17th, the day after
3 Ms. Dawson passed. And ultimately, it was probated, and she
4 was appointed.

5 My client brought this action to challenge a number of
6 transactions that I have just addressed. But really, to hit
7 the high points, we've got the July 2019 will that we have
8 alleged is the product of undue influence. You know, it's our
9 burden in this case to prove undue influence; however, there
10 is a presumption of undue influence in this case because
11 Ms. Pounds was power of attorney for Ms. Dawson. And being
12 that she was in a confidential, fiduciary relationship with
13 the decedent, with the testator, there's that presumption that
14 there was undue influence with any subsequent will that
15 benefits the power of attorney.

16 We've got the execution issue. You're going to hear from
17 Hampton Ellis today, who is one of the witnesses to the July
18 2019 will. At the time, he was 15 years old. He signed the
19 will, did not see the decedent sign, did not see her
20 acknowledge it, did not hear her speak. And so, we believe
21 that's enough to challenge the validity of the execution of
22 the will.

23 Now, they have got the burden, as a proponents of the
24 will, to prove undue execution; we don't believe they can do
25 that based on Mr. Ellis's testimony.

1 You're going to hear from my client about his
2 relationship with his mom and about -- you know, he assisted
3 his mom with things along the way after his father passed,
4 various financial transactions, including bonds, and he was
5 the beneficiary of a Fidelity account that was ultimately
6 liquidated by Ms. Pounds, and that's at issue in this case.
7 That was a \$96,000 account.

8 And then we've got some First Citizens Bank accounts that
9 were -- originally, the decedent had a joint account with my
10 client and an account just in her name. Following the
11 execution of the power of attorneys, the account with my
12 client was closed, a new account that was opened joint with
13 Ms. Pounds, and she was added to Ms. Dawson's existing First
14 Citizens Bank account. That's where the Fidelity money
15 ultimately went into.

16 You're going to hear that there was a life insurance
17 policy that was changed from my client to Ms. Pounds and her
18 -- one of the decedent's granddaughter's, Janie. I probably
19 should have given you better family picture, so let me do that
20 for a minute.

21 Ms. Dawson widowed in 2006 by her husband, Joe, Sr. They
22 had two kids: Joe, my client, and John. John passed before Ms
23 Dawson. He had three children. It was Brock, Jacob, and
24 Janie. And we can get formal names as we go, but that's how
25 they'll be referred to today.

1 And so, ultimately, those would be the intestate heirs if
2 we're successful in our challenge of this will, which is what
3 we're asking for, is that this estate proceed under the laws
4 intestate.

5 And so, the life insurance, the Fidelity account, the
6 First Citizen Bank accounts, we have got total cash around
7 \$206,000 that would have -- following the decedent's death,
8 would have transferred out of her accounts by Ms. Pounds. We
9 expect Ms. Pounds to testify that there's about 10- to 15,000
10 left of that money, and that was as of July of '22, so about
11 two years after death. A substantial amount of money is now
12 gone.

13 And then we've got the real estate; I think I touched on
14 that a moment ago. As soon as Ms. Pounds was appointed
15 personal representative, within two weeks of the decedent's
16 passing, she does a deed of distribution, transferring real
17 estate out to herself per the terms of the will.

18 We were successful in voiding that deed through this
19 action, but ultimately, that property is in the estate. It's
20 the only remaining estate asset, unless we're successful in
21 pulling all of these accounts and cash back into the estate,
22 which is what we're asking to do.

23 So, the vehicles -- I haven't touched on the vehicles.
24 Briefly, though, she had a brand new Honda CRV that's been
25 transferred out, and then she bought two other cars before she

1 passed. And then we've got various personal property items
2 that we hope are still in the home.

3 So, that's a very broad overview of the issues that
4 you'll hear today. You're going to hear from Hampton Ellis,
5 like I said; my client; his wife, Jennie; Ms. Pounds; and
6 Tammy -- Tammy Brockman, who is the mother of two of
7 Ms. Dawson's grandchildren.

8 And so, Your Honor, I think I've covered -- or at least
9 covered the issues, covered the facts briefly. You can see
10 how this could take today and some of tomorrow, depending on
11 how quickly we move through the financial transactions. But
12 we -- and the good news is, Mr. Salley and I have stipulated
13 to most of the exhibits, so I think we'll move pretty quick
14 there, but that's -- that's our case in a nutshell, Your
15 Honor. Thank you.

16 THE COURT: All right. You may call your first witness.

17 MR. PARKER: Your Honor, I call Hampton Ellis.

18 HAMPTON ELLIS,

19 after having been duly sworn, was examined and testified
20 to as follows:

21 THE CLERK: Please be seated in the witness stand, and
22 once you are seated, if you would please state your name and
23 spell your last name for the record.

24 THE WITNESS: My name is Chase Hampton Ellis. Last name
25 is spelled E-l-l-i-s.

1 DIRECT EXAMINATION

2 BY MR. PARKER:

3 Q Mr. Ellis, is it okay if I call you Hampton?

4 A Yes.

5 Q What's your date of birth?

6 A February 11th, 2004.

7 Q And how old does that make you today?

8 A I'm 20 years old.

9 Q And where do you live?

10 A 103 Highland Hope Lane.

11 Q And that's in Lexington?

12 A It's in Gilbert.

13 Q Gilbert? Lexington County?

14 A Yes, sir.

15 Q Is that near the decedent, Ms. Jane Dawson, is that near
16 her home?

17 A It's right next to her house, yes, sir.

18 Q So you have been her neighbor?

19 A Yes, sir.

20 Q For how long?

21 A Probably 16, 17 years.

22 Q Over the years, how often would you speak with
23 Ms. Dawson?24 A It just depended. I was friends with Jana growing up, so
25 I would speak to her every time I went over there to hang out

1 with Jana. And then sometimes I would see her out in the
2 yard, so I would talk to her then.

3 Q Okay. And Jana is a new name. I didn't touch on Jana
4 whenever I did my opening a moment ago. Can you tell us who
5 Jana is?

6 A Jana is Heather Pounds' daughter. That's Jane's
7 granddaughter, I believe.

8 Q Okay.

9 MR. SALLEY: You'll have to speak up. I'm a little bit
10 hard of hearing.

11 THE COURT: Well, we also need to speak up today because,
12 while you see microphones, they're not amplifying your voice.
13 They're actually just recording what we're saying.

14 THE WITNESS: Okay.

15 THE COURT: So for the witnesses and attorneys, please
16 try to speak up a little bit.

17 THE WITNESS: Yes, Your Honor.

18 THE COURT: Thank you.

19 BY MR. PARKER:

20 Q Mr. Hampton, I was asking you about Jana. And just for
21 clarification, she's Heather's --

22 A Heather's daughter, yes, sir.

23 Q All right. We'll just leave it at that.

24 Do you ever recall going to Ms. Dawson's home and signing
25 documents?

1 A I do, yes, sir.

2 Q Okay. And if I showed you a copy of that document, do
3 you think you'd recognize it?

4 A Possibly.

5 MR. PARKER: Your Honor, if I may approach.

6 THE COURT: Yes, sir.

7 BY MR. PARKER:

8 Q Take a moment to look at that document, please.

9 MR. PARKER: Your Honor, I have got an extra copy if
10 you'd like to --

11 THE COURT: Well, I'm looking at what was in the pretrial
12 brief, too. I think I'm okay for now.

13 BY MR. PARKER:

14 Q Have you had a chance to review?

15 A Yes, sir.

16 Q Do you recognize the document?

17 A I do, yes, sir.

18 Q Can you identify it?

19 A It's the will of Jane Dawson.

20 Q Okay. And what's the date on that document?

21 A The date on the document is July 14th, 2019.

22 Q Okay.

23 MR. PARKER: Your Honor, at this time, I'd like to move
24 to admit the last will and testament of Jane Dawson, dated
25 July 14, 2019, as Exhibit 1.

1 MR. SALLEY: Without objection.

2 THE COURT: Without objection. Very well. So admitted.
3 Plaintiff's Exhibit 1.

4 (Plaintiff's Exhibit No. 1, Last Will and Testament of
5 Jane Dawson, was marked for identification and received into
6 evidence.)

7 BY MR. PARKER:

8 Q All right. Mr. Ellis, can you identify whether it
9 contains your signatures?

10 A It does contain my signatures.

11 Q Okay. And do you recall signing it?

12 A I do.

13 Q And how did that come about; do you recall?

14 A I can't remember the events exactly but I remember being
15 called over to Ms. Jane's house and being asked to sign this
16 paper.

17 Q Do you recall who was present when you went over to
18 Ms. Dawson's home?

19 A I believe, to my -- to the best I can remember, Ms. Jane
20 was there, two girls -- two people that I did not know.
21 That's all I can -- that's the best of my memory -- can really
22 remember.

23 Q Okay. What happened when you arrived?

24 A I think that they just gave me a brief rundown of what it
25 was and then just -- they told me to sign it. Or asked if I

1 would sign it, I should say that.

2 Q Did you know what you were signing?

3 A No, I had no clue.

4 Q Did you see Ms. Dawson sign the document?

5 A No.

6 Q Did Ms. Dawson acknowledge her signature to you in any
7 way?

8 A No, sir.

9 Q Did you hear Ms. Dawson say anything or speak to you?

10 A Not that I remember, no, sir.

11 Q And how long would you say you were there?

12 A Probably 10 to 15 minutes.

13 Q Does Exhibit 1 appear to be the complete copy, meaning it
14 hasn't been changed in any way since you signed it in July of
15 2019?

16 A Yes.

17 Q How do you know that? It doesn't appear to be initialled
18 or signed on any of the pages except the last.

19 A It's just this is -- the only page that I really saw of
20 the document was the signature page. That was the only -- so
21 I can't...

22 Q So you wouldn't have seen pages 1 through 4?

23 A No, I did not read those on that day.

24 Q In July of 2019, how old were you?

25 A I was 15.

1 Q I don't have any other questions at this time. Thank
2 you.

3 THE COURT: Cross-examination?

4 MR. SALLEY: If it pleases the Court, may I ---

5 THE COURT: Yes, sir.

6 MR. SALLEY: --- proceed from --

7 THE COURT: Yes, sir. You may remain seated, please.

8 CROSS-EXAMINATION

9 BY MR. SALLEY:

10 Q Hampton, do you recall who called you over to Ms. Jane
11 Dawson's house?

12 A I don't recall, no, sir. I do not.

13 Q Was Jane Dawson present when you signed the will?

14 A I can't remember exactly if she was or if she wasn't.

15 Q You can't remember?

16 A No, sir.

17 Q And you can't remember who called you over to sign the
18 will?

19 A No, sir, I cannot.

20 Q Was it from Ms. Dawson's phone number?

21 A I'm sorry; can you repeat that?

22 Q Was it from Ms. Dawson's phone number?

23 A No, sir. Someone came out of the house and told me.

24 Q Sorry?

25 A Someone came out of the house and told me. I can't

1 remember exactly who told me, but someone came out of the
2 house. They didn't call me, like, on the phone.

3 Q But Ms. Jane was present at the time?

4 A I can't remember, no, sir. I cannot remember that.

5 Q Was Heather Pounds present?

6 A I don't remember exactly. I want to say she was, but I
7 don't remember. I don't remember what happened on that day
8 very well at all because I didn't know what was going on, to
9 be honest.

10 MR. SALLEY: No further questions, Your Honor.

11 THE COURT: Redirect?

12 MR. PARKER: No, Your Honor.

13 THE COURT: The witness may step down. Thank you.

14 Next witness?

15 MR. PARKER: Your Honor, the plaintiff calls Heather
16 Pounds.

17 THE COURT: Very well.

18 HEATHER POUNDS

19 after having been duly sworn, was examined and testified
20 to as follows:

21 THE CLERK: Please be seated in the witness stand, and
22 once you're seated, if you would please state your name,
23 spelling your last name for the record.

24 THE WITNESS: Okay. Heather Lee Pounds. P-o-u-n-d-s.

25 DIRECT EXAMINATION

1 BY MR. PARKER:

2 Q Good morning, Ms. Pounds.

3 A Good morning.

4 Q Can you give us address, please? Where do you live
5 currently?

6 A 107 Highland Hope Lane.

7 Q And how long have you lived there?

8 A About three years, ever since my granddaughter was born.

9 Q And that's Ms. Jane Dawson's home?

10 A Yes.

11 Q And what is your relationship to Ms. Jane Dawson?

12 A She's my grandmother, my best friend.

13 Q Would you agree with me that, legally ---

14 A No, sir.

15 Q --- obviously, you can -- I'm sorry?

16 A Go ahead.

17 Q You're not the child of the -- the biological or adopted
18 child of Ms. Dawson's children; is that fair?

19 A Legally? I don't think so.

20 Q Okay. All right.

21 And, again, I'm not trying to make this awkward; I'm
22 trying to move through it from a legal standpoint. You would
23 be John's, who is Ms. Dawson's son, John's stepdaughter; is
24 that fair?

25 A Legally.

1 Q Okay. And Ms. Dawson passed March 16th, 2020; does that
2 sound right?

3 A Correct.

4 Q We have already established her home where she was
5 residing was in Lexington County?

6 A Correct.

7 Q And her husband had passed several years before. Maybe
8 2006; does that sound right?

9 A Correct.

10 Q And she never married; so she would widowed at the time
11 of her passing?

12 A Correct.

13 Q And we have already established she had two children.
14 Would you agree with that? John and Joey?

15 A Correct.

16 Q Okay. You're not aware of any other children?

17 A No.

18 Q And John passed away -- was it 2008?

19 A Yes, sir.

20 Q And he was survived by three kids: Caitlin Jane Dawson,
21 who goes by Jane?

22 A Mm-hmm.

23 Q Is that right?

24 A Yes, sir.

25 Q Jacob Dawson?

1 A Yes.

2 Q And Jonathan Dawson, who goes by Brock?

3 A Yes, sir.

4 Q Are you aware of John having any other biological or
5 adopted children?

6 A No, sir.

7 Q After Ms. Dawson passed away on March 16th, when did you
8 file the will?

9 A The day after, as she had asked me to.

10 Q And that's the will dated July 14th, 2019?

11 A Correct.

12 Q I believe that document is still up there.

13 A Yes, sir.

14 Q Okay. Can you take a look at it for a moment and confirm
15 that's the document that you --

16 A This is the document, yes, sir.

17 Q And that will nominated you to serve as personal
18 representative; would you agree with me?

19 A Correct, yes, sir.

20 Q And, ultimately, you are appointed on or about
21 March 26th, 2020; is that right?

22 A Yes, sir.

23 Q Let's establish, at the time that Ms. Dawson passed, what
24 she owned. Would you agree with me her house ---

25 A Yes.

- 1 Q --- at Highland Hope Lane, where you live?
- 2 A Correct.
- 3 Q She had a couple of vehicles, one being a Honda CRV?
- 4 A Correct.
- 5 Q She had bought that a few months before her passing?
- 6 A Correct.
- 7 Q A Chevy Impala?
- 8 A No, sir.
- 9 Q No, sir? Okay. Can you tell me what the other vehicles
10 are?
- 11 A Just my sister's -- was it a Malibu or...
- 12 Q A Malibu?
- 13 A I am not sure. I know she got -- she got rid of one of
14 her cars and bought my sister a car in her name. Maybe it was
15 an Impala.
- 16 Q In Ms. Jane Dawson's name, though?
- 17 A Yes, sir.
- 18 Q So, I said Impala; you're saying Malibu. A Chevy sedan?
- 19 A Yes, sir.
- 20 Q Very good. All right. Any other vehicles that you know
21 of?
- 22 A No, sir.
- 23 Q Okay. She had life insurance?
- 24 A Yes.
- 25 Q And that ultimately paid to you and Janie?

1 A Yes, sir.

2 Q The death benefit, somewhere above 200,000 total?

3 A Together, not split. It was split.

4 Q Sure. The total amount was somewhere north of 200,000.
5 You and Janie split that, so each of you got a little over
6 100,000?

7 A Yes, sir.

8 Q First Citizens Bank accounts, that's the only bank where
9 Ms. Dawson banked; is that right?

10 A Yes, sir.

11 Q Okay. And at the time of her passing, she had the two
12 accounts that were joint with you?

13 A One checking and one savings, yes, sir.

14 Q And no other accounts at that time?

15 A She also had two accounts with my Uncle Joey.

16 Q Right, but those had been closed before her passing;
17 right?

18 A I wasn't aware of that.

19 Q You're not aware of those accounts being closed; correct?

20 A I'm not aware of that.

21 Q All right. She had some bonds ---

22 A Yes.

23 Q --- that were joint with Joe?

24 A Yes.

25 Q Okay. And various personal property items that were at

1 her home on Highland Hope Lane?

2 A Yes, sir.

3 Q Let's kind of walk through each one, if that's okay, just
4 so we can have the ground work for what we're dealing with
5 here.

6 How was the house title when she passed? Meaning -- I
7 guess, can you confirm it was just in her name?

8 A Yes, sir, it was.

9 Q Were there any liens or any encumbrances on the home such
10 as the mortgage?

11 A No, sir.

12 Q All right. So, it's paid off, free and clear?

13 A Yes, sir.

14 Q And that house was ultimately transferred to you by way
15 of deed of distribution?

16 A Correct.

17 Q Meaning they were released from the estate to you as the
18 heir ---

19 A Yes.

20 Q --- April 1st of 2020?

21 A Yes, sir.

22 Q Okay. That's about five days after you were appointed
23 and about two weeks after Ms. Dawson passed?

24 A Yes, sir.

25 Q Okay. You would agree with me, that was before the end

1 of the creditor claim period?

2 A I followed what the people at Probate told me. I don't
3 know what the creditor --

4 Q Transfer of real estate --

5 A I don't know what a creditor claim period is. They just
6 gave me a list of paper and told me what I'm supposed to do.
7 I work six days a week, so I only had one day each week to get
8 everything done.

9 Q Okay. Would you agree with me you filed the deed before
10 inventory?

11 A I don't -- I don't know.

12 Q Ultimately, that deed was voided, I believe, by
13 Judge Holt back in '22?

14 A Yes.

15 Q So, currently, that house is still in the estate;
16 correct?

17 A Yes, sir.

18 Q Okay. The vehicles. We touched on the CRV and the -- I
19 said Impala, but sedan 0- the Chevy sedan. What's the status
20 of those vehicles?

21 A One is my daughter's, as per what Jane wanted to do with
22 it.

23 MR. PARKER: Your Honor, I would object to anything that
24 Jane wanted that's not in the will.

25 THE COURT: The decedent here?

1 MR. PARKER: The decedent, yeah.

2 THE COURT: Well, the will will speak for itself.

3 MR. PARKER: Sure

4 THE COURT: I think it's been admitted into evidence, but
5 let's keep our -- your objection is noted. She's heard you
6 say it. Let's see if we can -

7 MR. PARKER: Yes, Your Honor. Fair enough.

8 BY MR. PARKER:

9 Q You said that the -- I'm sorry? The Chevy went to your
10 daughter?

11 A The Chevy went to my sister. It was my sister's car.

12 Q Janie?

13 A Yes, sir. And the CRV went to Jana. But, at the time,
14 she was only 15 years old, so it's still in my name. And
15 since I was stopped by Probate, I never got it changed. It's
16 still in my name. I still pay the taxes on it, but she owns
17 it or has it.

18 Q Okay. And that was a brand new Honda when --

19 A It was.

20 Q All right. Let's take a moment and you'll have to bear
21 with me here about the First Citizens Bank account. If you
22 can't recall, I'll get into the bank records, but at her
23 passing, she had one joint account with you that ended in
24 9773. Does that sound right?

25 A It does.

1 Q Okay. She had an existing account ending in 7068 that
2 you were added to as a joint owner. Does that sound right?

3 A Correct.

4 Q Okay. So, we have identified two accounts, both of
5 which, at the time of her death, were joint with you?

6 A Yes.

7 Q I tell you what, let me go ahead and while we're on those
8 accounts, let me ask about the signature cards. Do recall
9 when those accounts were created or retitled to your name?

10 A I know she added me to her account the day she came up to
11 the court to file the POA. So, whatever day that was filed
12 was the day she added me to her account. And after that is
13 whenever she liquidated her Fidelity account, and after that
14 check came in is whenever we opened the savings account
15 together.

16 Q Got it.

17 MR. PARKER: Your Honor, bear with me. Your Honor, if I
18 may approach.

19 THE COURT: Yes, sir.

20 BY MR. PARKER:

21 Q Ms. Pounds, would you take a moment and look at these few
22 documents?

23 A Yes, sir.

24 Q Do you recognize them?

25 A I do.

1 Q Can you identify them?

2 A This one right here was with Wendy. We went to the bank
3 twice that day, and that's whenever she added me to her
4 account.

5 THE COURT: Just speak up a little bit.

6 THE WITNESS: I'm sorry.

7 THE COURT: That's okay. It's...

8 BY MR. PARKER:

9 Q Just identify what they are.

10 A This one on the left -- of my left is her adding me to
11 her -- Jane added me to her account. And the one on the right
12 is us opening a joint checking account -- or savings account
13 together.

14 Q Honestly, I can't see what's on the left or right.

15 A Oh, I'm sorry.

16 Q At the top left, there is an account number, one of which
17 has 7068 at the end. Do you see that?

18 A Yes.

19 Q That appears to be signed by you and Ms. Dawson on
20 May 1st of 2019; do you agree?

21 A Correct.

22 Q All right. And that's the one where you were added to an
23 existing account?

24 A Correct.

25 Q So it was retitled to be joint with you?

1 A Yes.

2 Q The second page at the top left, account number 9773, do
3 you see that? It appears to be signed by you and Ms. Dawson,
4 and it's dated June 20th, 2019. Do you see that?

5 A Correct, our joint savings account.

6 Q Joint account with right of survivorship?

7 A Yes.

8 MR. PARKER: Your Honor, at this time, I'd move to admit
9 the First Citizens Bank signature cards as Exhibit 2

10 MR. SALLEY: Without objection.

11 THE COURT: So admitted. And if you have got extra
12 copies of those, I'd appreciate it. Thank you. This is
13 Exhibit 2 and 3?

14 MR. PARKER: I can do it that way. Yeah, that might be
15 easier to refer to. So, how about 9773 is Exhibit 2, top
16 left. And then 7068 will be Exhibit 3

17 THE COURT: All right. You need a sticker from...

18 MR. PARKER: Yeah, let's do that.

19 THE WITNESS: Oh, I'm sorry. This one and this one.

20 (Plaintiff's Exhibit No. 2, Account 9773 Signature Card,
21 was marked for identification and received into evidence.)

22 (Plaintiff's Exhibit No. 3, Account 7068 Signature Card,
23 was marked for identification and received into evidence.)

24 BY MR. PARKER:

25 Q Okay. And just to be clear, any funds associated with

1 those accounts were also frozen by Judge Holt's order in 2022.

2 You agree with me there?

3 A Yes, sir.

4 Q Okay. How about life insurance? We touched on that, I
5 think, already. Do you remember the name of the company?

6 A I have it in my paperwork. I can't think of it right
7 now.

8 Q Do you know who the beneficiary was before it was changed
9 to you and your sister?

10 A She told me that I was always on there, but I don't know
11 what the percentages was, but I know Uncle Joey was on there
12 too.

13 Q Okay. Let's talk about the bonds for a moment. We have
14 identified those were joint with Joe; is that right?

15 A Yes, sir.

16 Q Okay. Would you recognize -- have you ever seen the
17 bonds? Would you recognize them if you saw them?

18 A I've seen copies. I've never seen them, like, in my
19 hands. I've only seen copies.

20 Q I tell you what, let me show you a photo.

21 MR. PARKER: Your Honor, if I may approach.

22 THE COURT: Yes, sir.

23 BY MR. PARKER:

24 Q And this is a sample. I know there were a number of
25 bonds, but if you'll take a moment to look at that and see if

1 that looks like the bonds that you saw at some point in time.

2 A Yes, sir.

3 Q Keeping in mind that there's different series and there's
4 different dates and every bond is a little different, but they
5 all were titled the same. Would you agree with me there?

6 A Yes.

7 Q Okay.

8 MR. PARKER: Your Honor, at this point, I move to admit
9 the copy of the bond -- at least these two bonds, just the
10 sample, as Exhibit 4.

11 MR. SALLEY: Without objection

12 THE COURT: All right. So admitted, Exhibit 4. Do you
13 got a sticker for that one? Give the court reporter...

14 (Plaintiff's Exhibit No. 4, Sample Copy of Bonds, was
15 marked for identification and received into evidence.)

16 BY MR. PARKER

17 Q All right. Can you touch on personal property for a
18 moment? What's the status of the personal property?

19 A What do you mean?

20 Q The contents of the home, her miscellaneous things. That
21 would be her stuff, so to speak.

22 A No. All in the home.

23 Q Okay. Nothing's been distributed?

24 A Oh, yes, there has been. I have given stuff to her
25 family, but I think we've already talked about that. Her

1 sister's, like her great-grandma's iron and something from her
2 grandma. I think I've mailed off three things to her sisters.

3 Q Have you kept any record of what may have been
4 distributed?

5 A It was just, like, her little grandma's stuff that was on
6 her -- I can't -- I can call my Aunt Linda and Aunt Rita.

7 Q That's okay. Do you recall when that was done?

8 A Yes. It was the very beginning. They called me as soon
9 as they found out, and they asked if they could have their
10 grandma's stuff.

11 Q Other than the family items, meaning things that have
12 sentimental value that's been in the family for a while, has
13 anything else been distributed?

14 A No.

15 Q All right. Let's take a moment and talk about how we got
16 here. Can you speak to your understanding -- and not what
17 Ms. Dawson said, but your understanding of her health in 2019?

18 A It was great.

19 Q Okay. Did she have any health issues?

20 A Well, she's always had cardiomyopathy, but that
21 definitely didn't slow her down. She could run circles around
22 me and my siblings.

23 Her main worry was, because her sister, a few years ago,
24 Aunt Brenda, she had a really bad stroke, and she got put in a
25 care facility. And as her 81st birthday came, she said that

1 was the longest anybody in her family had ever lived, so she
2 wanted to get everything in order.

3 Q You're speaking about Ms. Dawson's 81st birthday?

4 A Yes.

5 Q Was she involved in any accidents or incidents resulting
6 in injury?

7 A There was no accidents. She fell, chasing her car. And
8 she had a bruise on her leg, a really bad one. It looked
9 really bad because she took heparin.

10 And then I called 911 one time because she said -- she
11 called me at 3:00 a.m. and said she couldn't breathe, and I
12 made it to her before the ambulance, but she just had her
13 first panic attack ever.

14 So, I mean, if that's bad health, I don't -- that's the
15 two things that happened.

16 Q The fall was on April 10th, 2019; does that sound right?

17 A April 10th? I'm not sure.

18 Q Okay. Would you agree with me she was hospitalized the
19 morning of April 11th?

20 A Hospitalized.

21 Q Meaning an ambulance took her to the hospital and she was
22 admitted?

23 A Yes, by my order. And that was whenever she called me
24 and said she was having a panic attack or she couldn't
25 breathe. I thought she was having a heart attack, so I called

1 the ambulance.

2 Q But this is the day after the incident where she chased
3 her car and fell?

4 A No. This was two totally different things. The panic
5 attack happened while my sister lived in Colorado. The
6 falling happened after my sister came back from Colorado.

7 Q Have you reviewed the --

8 A I haven't reviewed anything, sir.

9 Q Okay. All right. Fair enough.

10 When she was hospitalized -- and do you agree the date is
11 April 11th, that she was in the hospital?

12 A She was only there for two hours. She went by ambulance.
13 They found out that she was -- it was just a panic attack.
14 She laughed it off. We went home. So, hospitalized? I'm not
15 sure what the date is.

16 Q Do you agree with me she was discharged with pain meds?

17 A If she was, she didn't take them.

18 Q Who was the power of attorney at the time in April of
19 2019?

20 A I don't think she had a power of attorney before me.

21 Q Did that change?

22 A That did change.

23 Q Do you recall when?

24 A It was after Joey sent the text message that he did to
25 her, she changed it.

1 Q When she did execute power of attorney documents, do you
2 recall who was nominated as the agent?

3 A Does agent mean the power of attorney?

4 Q Yeah. Who was the person authorized to make decisions
5 for the -- for Ms. Dawson?

6 A That was me.

7 Q And would you be familiar with those documents if you saw
8 them?

9 A Yes.

10 MR. PARKER: Your Honor, if I may approach.

11 THE COURT: Yes.

12 (Plaintiff's Exhibit No. 5, General Durable Financial
13 Power of Attorney, was marked for identification and received
14 into evidence.)

15 BY MR. PARKER:

16 Q Ms. Pounds, I'm going to go ahead and mark this.

17 A Okay.

18 Q Mr. Salley consents to this being admitted as Exhibit 5,
19 but this is the general durable financial power of attorney.

20 A Yes, sir.

21 Q But I want you to take a look at it and see if it tracks
22 what you recall.

23 A Yes, that's correct. This was actually the first one
24 that she did.

25 Q Okay. And I've also got the healthcare, which we'll do

1 as Exhibit 6.

2 (Plaintiff's Exhibit No. 6, Healthcare Power of Attorney,
3 was marked for identification and received into evidence.)

4 BY MR. PARKER:

5 Q Do you recognize that document?

6 A I do.

7 Q All right. And these are both dated April 18th, 2019;
8 is that correct?

9 A Yes.

10 Q And they were both -- it appears to be recorded May 1st,
11 2019; do you agree?

12 A Yes.

13 Q Who would have recorded these documents; do you recall?

14 A Recorded them?

15 Q Yeah. Who took them to the courthouse?

16 A She took them to the courthouse by herself.

17 Q Alone?

18 A Yes, sir.

19 Q Okay. Do you know who prepared these documents ---

20 A Yes.

21 Q --- the power of attorneys, 5 and 6, the financial?

22 A I do.

23 THE COURT: Okay. I just didn't want you to talk over
24 each other.

25 MR. PARKER: Yes,

1 THE COURT: Go ahead and answer the question.

2 A I'm sorry. Yes, her and my aunt printed them out from
3 offline.

4 BY MR. PARKER:

5 Q Who is your aunt?

6 A Donna McLees.

7 Q And she's no relation to Ms. Dawson?

8 A No, just best friends.

9 Q She's -- she's your mother's sister; is that right?

10 A Correct.

11 Q All right. And she - she prepared the document and then
12 notarized it; is that right?

13 A Well, they printed them off of line together.

14 THE COURT: Off of line or online?

15 THE WITNESS: Off - online. My grandma didn't have a
16 printer, so...

17 BY MR. PARKER:

18 Q Is Ms. McLees an attorney?

19 A No, sir.

20 Q Looking at Exhibit 5, which is the financial power of
21 attorney --

22 THE COURT: Did you already admit that? Okay.

23 BY MR. PARKER:

24 Q Do you know if it allows any gifting to the agent?

25 A Gifting.

1 Q Meaning does it authorize the person making the
2 decisions, the agent, to benefit themselves from the assets?
3 So, in this case, does it authorize you to benefit yourself
4 with Ms. Dawson's assets?

5 A Does it authorize me to give myself something? Is that
6 what you're saying?

7 Q Right.

8 A It does. Never used it, though.

9 Q Okay. Where do you think it authorizes --

10 A Well, I know what a general power of attorney is. I
11 don't know if "gifting" would be the word I'd use, but I
12 understand I could have robbed her blind, but I didn't and I
13 never used it.

14 Q Okay. But you would agree with me paragraph 11 says
15 that, "My agent may make gifts to my members of my family and
16 such other persons as established." And it says, "However, my
17 agent should be prohibited, except as specifically authorized
18 in this instrument, from gifting, owning, assigning, or
19 designating any of my assets, interests, or rights, directly
20 or indirectly, to my agent, my agent's estate." Do you see
21 that?

22 A Are you asking me if I gifted my family something?

23 Q I'm asking you does this document give you authority to
24 give? Is it your understanding whether this document gives
25 you authority to give?

1 A I guess not, but -- I'm sorry, I don't know what you're
2 asking me.

3 Q That's okay. We can move on from that.

4 What prompted this document to be recorded; do you know?

5 A I do.

6 Q What was that?

7 A After trying to get in touch with Joey for two weeks and
8 him not responding, he finally text me back that he didn't
9 have time for Jane and her hogwash.

10 I was really worried about the bruise on her leg and her
11 not wanting to go to the doctor. And then, I guess that's
12 hearsay, so I can't say that.

13 It was kind of, I guess, the final straw, and my grandma
14 wanted me to take care of her because she had been told that
15 she would be put in a nursing home, so she wanted me to take
16 care of her, me and my sister. We've always thought we'd do
17 that, but she said, "You can't take care of me if you know you
18 can't pay for your family and me. So I need to make it where,
19 if I get incapacitated, like Aunt Brenda, that you will be
20 able to keep up with paying my bills and taking care of me."
21 That's why it was signed.

22 Q Right. That's why the power of attorneys were signed so
23 that you could pay her bills if something happened.

24 A If something happened to her, correct.

25 Q My question was what prompted the document to be

1 recorded?

2 A We went to the bank. I was going to -- I have -- the
3 kind of checking account I have, I get a free safety deposit
4 box, but she pays a hundred-and-something dollars a month for
5 hers. So, I told her, "I don't need my safety deposit box;
6 you can use mine and save that \$100."

7 I had gotten a life insurance policy, and my grandma was
8 the beneficiary, so she wanted to keep it in a safety deposit
9 box. So, I was like, "Okay. Well, I'm just going to go add
10 you to my safety deposit box." Whenever we got there, Jane
11 tried to give Wendy the power of attorney, but Wendy said it
12 hasn't been filed; I can't use that.

13 Q Hold on. Wendy being the lady that works at First
14 Citizens Bank?

15 A Correct.

16 Q Y'all presented the document, and she says, "We cannot
17 accept this because it has not been recorded"?

18 A Correct. So, then, Jane said, "Well, just add her to my
19 account then."

20 And I was like, "Okay." I figured, well, if that's the
21 case, then I don't need power of attorney. But it was kind of
22 a squabble between her and Wendy, and then, as soon as she
23 left, we went to eat, and then we split up and she went to the
24 courthouse.

25 Q Okay. So, that's when the signature card that's Exhibit

1 3 was signed?

2 A Correct, whenever I went to add her to my safety deposit
3 box.

4 Q Do you recall when my client, Joe, when he discovered
5 the --

6 A The next day.

7 Q Okay. And what transpired after -- after my client
8 learning about the account and the power of attorney?

9 A She was terrified because she didn't want him to find out
10 until something had happened to her. I also called Joey and
11 told him I'm done. I don't -- if it's going to cause a
12 fight -- you know I'm not going to steal from you. I'd never
13 do that to my grandma. I will quit my power of attorney.
14 Just make sure I take care of my grandma. And that was the
15 end of it.

16 Q I think you -- I think I asked you earlier about the
17 accounts she had with Joe. Those were closed. Were you part
18 of that?

19 A No. I don't know anything about that.

20 Q And then we talked about the -- you brought up the
21 Fidelity account earlier. That was liquidated all within
22 weeks of this power of attorney being recorded?

23 A Yes. Well, no, I don't think it was liquidated in weeks,
24 because she finally saw how much money was in it, and she said
25 that it was a lot less than it should be. So she took his

1 name off of it to be able to, I guess, trade bonds or whatever
2 they do on there.

3 She asked me if I would do it, and I said, No, I don't --
4 uh-uh, I'm just scared of that. So, then she would until it
5 got over a hundred thousand dollars, and then she called me
6 and said, "Heather come help, we've got to get these done."

7 Q And you called Fidelity ---

8 A Yes, but --

9 Q --- (indiscernible).

10 A But she talked to them. Whenever she's on the phone,
11 because of her hearing aid, whenever she's talking to somebody
12 that has a headset on, she says the voices go back and forth.

13 So, she got on the phone first and said, "I need you to
14 talk to my granddaughter. I'm going to sit right here. I'm
15 going to listen." So, I didn't use my power of attorney. I
16 just said yes to everything she said yes to. And I'm sure
17 there's a video recording of that somewhere or a call log of
18 that somewhere.

19 Q Would you recognize the check that Fidelity ultimately
20 sent?

21 A I wouldn't -- I didn't touch it.

22 Q You never received a Fidelity check?

23 A I didn't, no. My grandma did.

24 Q But it was deposited into the -- a new account with you
25 and your grandmother?

1 A We opened an account together. I took my savings out,
2 and she took whatever she had, and we opened an account
3 together because it was a marketplace account and it had more
4 interest.

5 Q Do you know what the tax implications were with
6 liquidating a brokerage account?

7 A I do, and I told her about it. She had to pay, like,
8 \$4,000 in taxes that year. I told her not to do that, but...

9 Q I can't remember if I asked you this, so I apologize ---

10 A No, you're fine.

11 Q --- if it's me repeating questions, but the Fidelity
12 account, you agree with me that my client, Joe, was the
13 beneficiary of that account?

14 A I don't know who the beneficiary was. I have no idea
15 about that.

16 Q Have you reviewed the Fidelity documents?

17 A No.

18 Q Did you see any of those before you changed it?

19 A I didn't. I didn't change it. I just said yes to
20 everything on the phone that she said yes to. I never saw any
21 Fidelity documents.

22 Q Okay. That Fidelity check cleared on or about June 25th,
23 2019; would you agree with me?

24 A I'm not sure.

25 Q Okay.

1 A I'm sorry; it's a lot of dates to remember.

2 Q Do you recall the next day a transfer of \$14,000 to your
3 account?

4 A No. Oh, yes, I do.

5 Q Okay.

6 A Yes.

7 Q That's something that you would have -- it says,
8 "Internet transfer." That's something you initiated?

9 A It was what Jane initiated, but yes.

10 Q But Jane didn't have a computer or email address?

11 A No, but we had it on our phones. We both had
12 [indiscernible] accounts on our phones.

13 Q That transfer was to account 1209. That's your account?

14 A That's my account.

15 Q Just you.

16 A Yes.

17 Q A few weeks later, the will that's Exhibit 1 was signed;
18 is that right? On July 14th?

19 A This was the second will; correct? Yeah, the second
20 will. Yes, correct.

21 Q All right. And were you present when that document was
22 signed?

23 A No.

24 Q Do you know how it was prepared?

25 A I do not. She told me she did it. I'm sorry, hearsay?

1 MR. PARKER: I'm going to object to anything that --

2 THE WITNESS: I'm sorry.

3 THE COURT: That's all right. It's sustained. And
4 please don't object [sic] to what someone who -- what someone
5 else told you, particularly the decedent in this case.

6 BY MR. PARKER:

7 Q The only -- the only piece of equipment at Ms. Dawson's
8 house that she could kind of type up things would be a
9 typewriter; is that right?

10 A Correct.

11 Q And on the last page of Exhibit 1, the will, do you see
12 where it says, "LegalContracts.com" at the bottom?

13 A Yes.

14 Q Are you familiar with that site?

15 A Nope.

16 Q Do you know if Ms. Dawson had an account with
17 LegalContracts.com?

18 A I have no idea, unless she did it at the library.

19 Q But she didn't have an email address; right?

20 A Yes, she did.

21 Q She did?

22 A Yes.

23 Q And it requires a login, so she -- what would she use her
24 email address for?

25 A I know she was checking her Fidelity account whenever she

1 took it over from Joey.

2 Q When looking at this will, do you agree with me that,
3 first of all, it nominates you as personal rep; I think we've
4 already established that. And then you are the -- maybe not
5 the sole designee but you received the majority of the assets
6 in the will; do you agree with that?

7 A Correct, so I could take care of my siblings and our
8 children.

9 Q Okay. Well, it doesn't say that, but let's look at
10 paragraph 10. It says, "I leave my house, the residue, and
11 vehicles and ask her to dispense as she desires."

12 A Correct.

13 Q And then, C, "I leave Heather Pounds any monies."

14 A Correct.

15 Q And then, "I leave to my son, Joe," my client, "the old
16 tools and anything that is at the house that belongs to him."

17 A Correct.

18 Q And I'm paraphrasing. Okay.

19 And then it says, "I leave to Heather Pounds all of my
20 bonds in my safety deposit box."

21 A I don't want those, sir.

22 Q I'm just asking you -- it leaves everything to you with
23 the exception of old tools.

24 A What's in the will, yes, but not beneficiary-wise.

25 Q Now, regarding this execution in July of 2019, it's my

1 understanding you arranged for the notary ---

2 A Correct.

3 Q --- Ms. Kimberly Nutter, to come to your grandmother's
4 home; is that right?

5 A I did.

6 Q But, otherwise, you weren't involved in the --

7 A No, I was at work.

8 Q Following -- well, before Ms. Dawson passed -- and I
9 think we talked earlier about her vehicles -- she bought a
10 brand new Honda CRV. Do you know how much she paid for that?

11 A She was so proud of it. \$42,000. That was with that
12 insurance and the warranty.

13 Q Okay. And then the two used cars as well; right? Do you
14 know how much she paid for those?

15 A My sister's first car was \$6,000 and then we had spend
16 \$4,000 on repair, and then her next car was \$5,000. It blew
17 up within three days; that's why she had to buy two cars.

18 MR. PARKER: Your Honor, I apologize; bear with me a
19 moment. Trying to make these account statements as easy as
20 possible.

21 THE COURT: We can go ahead and pre-mark them when you
22 have got them ready.

23 MR. PARKER: Yes, Your Honor. I had them prepared to go
24 one way and I'm pivoting.

25 (Pause in the proceedings.)

1 MR. PARKER: All right. Your Honor, if I may approach.
2 And this would be Exhibit 7.

3 (Plaintiff's Exhibit No. 7, Account Statements, was
4 marked for identification.)

5 BY MR. PARKER:

6 Q Ms. Pounds, if you'll take a moment to look at what's
7 been pre-marked as Exhibit 7. Let me know when you're ready.

8 A Mm-hmm. Oh, I'm ready.

9 Q Would you agree with me, these are First Citizens Bank
10 statements for account ending in 9773?

11 A Correct.

12 Q And these statements range from June 20th, 2019, through
13 August 12th, 2020?

14 A Okay.

15 Q And these correspond with the signature card that was
16 Exhibit 2 ---

17 A Mm-hmm.

18 Q --- on your joint on 9773; is that right?

19 A Correct.

20 Q Okay.

21 MR. PARKER: Your Honor, at this point, I moved to admit
22 Exhibit 7 into evidence.

23 THE COURT: All right. Without objection?

24 MR. SALLEY: Without objection.

25 THE COURT: All right. So admitted, Exhibit 7.

1 MR. PARKER: Thank you, Your Honor.

2 (Plaintiff's Exhibit No. 7 was received into evidence.)

3 BY MR. PARKER:

4 Q Ms. Pounds, would you agree with me that the
5 date-of-death balance on this account was \$60,330.38? At what
6 I'm doing is I'm jumping midway through this packet, because
7 we've already walked through a number of transactions, so I'm
8 not going to rehash this with you.

9 A Okay.

10 Q But if we can get to March of 2020.

11 A Yes, I'm there.

12 Q There was a beginning balance on that statement that
13 begins February 13th -- well, she died March 16th, so it's the
14 next statement. So, the statement beginning March 12th; do
15 you see that?

16 A Actually, I don't. Sorry. Yes, I'm here now.

17 Q It had a beginning balance of \$60,330.38?

18 A Yes.

19 Q So, would you agree with me that was a date-of-death
20 balance, the amount ---

21 A Correct.

22 Q --- that she had when she died?

23 There appears to be a transfer on March 16th, an internet
24 transfer to account ending 8982, March 16th being the date of
25 death, in the amount of \$10,000. That's your account;

1 correct?

2 A Yes, for her funeral expenses that I thought I would be
3 paying.

4 Q You would agree that my client paid Barr-Price?

5 A Yes, after the next day. I had her sent to the funeral
6 home and --

7 Q Do you have any documentation regarding her funeral
8 expenses?

9 A No, I haven't looked. I know what I paid, but I don't
10 know what he paid, because he didn't ---

11 Q I can show you what he paid.

12 A --- he didn't have a funeral for her. I'm sorry.

13 THE COURT: Y'all are talking over each other.

14 Start your question again.

15 BY MR. PARKER:

16 Q Do you have any documentation to support the \$10,000 in
17 funeral expenses?

18 A No. That's what I took out to pay for her funeral, but
19 he took her body the day after, is what I'm saying. That's
20 why I took that money out.

21 Q All right. I think I understand. It wasn't used for
22 funeral expenses?

23 A No, but I transferred it.

24 Q Okay.

25 A Correct.

1 Q The day, after March 17th, there's a transfer to account
2 1029, which is also your account, for 49,000?

3 A Mm-hmm.

4 Q Do you recall what that was for?

5 A Because -- what Jane told me to do, so I'm not allowed to
6 say that; right?

7 Q Right.

8 A Okay. So...

9 Q Well, it's Judge McLeod's call, but, yeah, I would object
10 to anything that --

11 THE COURT: What was the question?

12 MR. PARKER: The question was: What was the \$49,000 used
13 for? And the response was, "Jane told me."

14 THE COURT: Well, did she use it?

15 MR. PARKER: Well, yeah, it went to her personal account
16 and I was asking --

17 THE COURT: Okay. I mean, if she used it for whatever
18 the purpose is, that's fine. Why she did it is outside of
19 "the decedent told me X, Y and Z" is where we get into the
20 issue.

21 MR. PARKER: Sure.

22 THE COURT: I mean, what she did with the money, though,
23 I think --

24 MR. PARKER: Oh, absolutely. That was my question, is
25 what was it used on. And the answer was, "What she told me

1 to" -- "what the decedent told me to." And I'm trying to find
2 out what it was used for.

3 THE WITNESS: Yeah, I transferred it out as she told me
4 to. The first thing I did was pay off all the debts.

5 BY MR. PARKER:

6 Q Your debts or hers?

7 A She told me to. Both.

8 Q What were her debts?

9 A She had a credit card that was, like, \$3,000. She had
10 property taxes that she still hadn't paid yet. She had quite
11 a bit, and it's all in my file over there, not up here with
12 me. It wasn't too much, but it was like everything coming in.
13 The ambulance bill was, like, \$1,800. I don't have it all in
14 front of me. This was four years ago.

15 Q Okay. We have got another transfer. Oh, this is the
16 transfer back to the account for \$46,000. Do you know what
17 that was for?

18 A Yes, because I was hearing two different things. My
19 cousin Britt was telling me, "Follow what Jane said," and the
20 bank is telling me, "This is your account; it can't be
21 touched." She wanted to make it where --

22 MR. PARKER: I'm going to object to any hearsay with
23 Cousin Britt and the bank.

24 THE WITNESS: I don't know how to answer the question.
25 I'm sorry.

1 THE COURT: Approach real quick.

2 MR. PARKER: Sure

3 THE COURT: And I'll -- come on up. Can you come up real
4 quick? You know what? It's okay. I do it out of habit
5 because I'm used to having somebody that will listen to me.

6 BENCH CONFERENCE

7 (The following conference occurred at the bench and
8 outside of the hearing of the witness and others:)

9 THE COURT: Some of the specific stuff, you know, like
10 what the decedent said, I'm going to go with, but I think it's
11 pretty important we know that she put the money back in, why,
12 regardless. Because, I mean, I know that's an issue in the
13 case.

14 MR. PARKER: Sure.

15 THE COURT: Was the money ever returned?

16 MR. PARKER: Some of it was transferred out and
17 eventually all --

18 THE COURT: Because we've got the joint checking account
19 issue

20 MR. PARKER: Yeah, I'm going to show that money. It's
21 all depleted.

22 THE COURT: Okay.

23 MR. PARKER: It went out and back and (indiscernible).

24 THE COURT: Okay. All right. Fair enough.

25 MR. PARKER: I see your point, but I can move on.

1 THE COURT: Well, we're going to have to give a little
2 bit -- give a little grace just under the circumstances. I
3 understand what's hearsay and what's not. You can certainly
4 note your objection for the record, but I'm going to try to
5 let a little bit more in here just so I can have more
6 (indiscernible).

7 MR. PARKER: I understand, Your Honor. Thank you.

8 THE COURT: Thank you.

9 (Open court resumes as follows:)

10 THE COURT: All right. I think the last question dealt
11 with the money being transferred back, the 47,000.

12 MR. PARKER: Yeah. Correct, Your Honor.

13 BY MR. PARKER:

14 Q We had a transfer on April 3rd, 2020, 46,000.

15 And I think the answer was you were receiving conflicting
16 information, so you felt like you needed to put some back; is
17 that right?

18 A Yeah. Six months after my grandma died, I was still,
19 like, not comprehending. So, I was hearing things from
20 different people to tell me what to do.

21 Q Okay. There's another deposit. It says, "Transfer
22 internet," from 1209, your account, for 119,000.

23 A That would have been my life insurance.

24 Q Okay. So, you received the life insurance proceeds,
25 deposited those into your personal account, and then

1 transferred them over to what used to be the joint account
2 with Ms. Jane.

3 A Yes, because the bank said that that's my account, so it
4 couldn't be messed with.

5 Q Okay. And then I think I can summarize the remaining
6 transfer, but if you'll look at the next statement, you got to
7 transfer going out, 43,000; do you recall that?

8 A I do.

9 Q Okay. And then there are four other transfers after
10 that, all the way up until June 29th, that total 161,000 that
11 came out of the account back to your personal account.

12 A Yes.

13 Q So, ultimately, the entire amount of the proceeds and
14 life insurance ended up in your account -- your personal
15 account?

16 A Correct, yes.

17 Q And I've got that total amount -- date-of-death balance
18 plus life insurance at \$179,656.38.

19 A That sounds about correct.

20 Q All right. Now, let me move to the other account that we
21 identified earlier as being a joint account, and that's the
22 account ending in 7068. I think I'll go (indiscernible) real
23 quick. Right now, it's premarked as Exhibit 8.

24 (Plaintiff's Exhibit No. 8, Joint Account 7069 Statement,
25 was marked for identification and received into evidence.)

1 BY MR. PARKER:

2 Q Joint account at First Citizens. Let me know,
3 Ms. Pounds, when you're ready to discuss this.

4 A Yeah, you can go ahead.

5 Q Now, you would agree with me, these are bank statements
6 from First Citizens Bank for account 7068, which corresponds
7 to Exhibit 3, meaning it was a joint account between you and
8 Ms. Jane?

9 A Correct.

10 Q Okay. So, we talked about transactions already. I want
11 to jump to date of death again, so the March 16th statement.
12 Would you agree with me that the date-of-death balance would
13 have been \$27,095.83?

14 A Yes, sir.

15 Q And then, on date of death, March 16th, there was a
16 transfer to your personal account for 9,000?

17 A I don't know about that.

18 Q If you look at the bottom of page 1, so your statement
19 beginning February 26th; do you see that?

20 A I'm just seeing January. Okay, yes. I see it.

21 Q Okay. So, on day to death, there were two transfers via
22 internet: one in the amount of 9,000 to your personal account;
23 do you see that?

24 A No.

25 Q At the bottom of page --

1 A Okay. I see it now. Yes, I see it.

2 Q And then a second transfer to 8982 for \$12,209.88?

3 A Correct.

4 Q And then a transfer the following day or a few days later
5 that total \$6,300?

6 A Me closing the account, yes, sir.

7 Q Those funds were transferred to your accounts?

8 A Yes.

9 Q I have got the total amount from both accounts that we
10 have talked about today being \$206,752.21?

11 A I thought it was 201,000, but...

12 Q Okay. Well, I'm adding the date-of-death balance. So,
13 we agree that --

14 A Oh, I was subtracting -- I'm sorry. I was subtracting
15 the money that I put in. So, you're correct, yes.

16 Q Okay. Of that amount, how much is left?

17 A Of what amount?

18 Q Of the \$206,752.21.

19 A So, you're asking me what's in my account right now?

20 Q Correct, of the 206,000. I'm sorry?

21 A These accounts are void. I paid my contractor, and I
22 paid her debts and her house for the last four years.

23 Q Okay.

24 A So, that's gone.

25 Q All 206,000?

1 A Yes.

2 Q I understood from -- all right. So, you remember Judge
3 Holt froze any funds associated with --

4 A Yeah, and that money is still there.

5 Q That's what I'm asking.

6 A It's not in this account.

7 Q Okay. I'm probably asking bad questions.

8 A I'm sorry.

9 Q These accounts were depleted. They were transferred to
10 your accounts and these joints accounts were closed?

11 A Correct, long before I ever got subpoenaed or anything
12 like -- correct.

13 Q Now, some of these transfers took place after we filed
14 our lawsuit, after we filed our motion to freeze; right?

15 A No, should not have been.

16 Q We talked about the five transfers between May 2020 and
17 June 2020 that totaled \$161,000.

18 A That was transferring out of my -- into what account?

19 Q Into your personal account, 1209.

20 A No.

21 Q We walk through those earlier.

22 A That might have been my contractor cashing my check late,
23 but I paid my contractor before I even got anything from
24 y'all. I paid him in April.

25 Q All right. Revisit Exhibit 7 with me.

1 A Okay. I'm here.

2 Q Let's look at the May statement. May 2020.

3 A I'm here.

4 Q Okay. If I recall correctly, the Probate Court issued an
5 order of restraining on May 4th. Now, let me ask you that:
6 Did you get notice of that, the Probate Court's order
7 restraining --

8 A They said that I could no longer do anything in the name
9 of the estate, but all of these were beneficiaries and my own
10 bank accounts.

11 Q I see. But you were aware there was a pending action
12 that challenged the will and the accounts?

13 A I was only known about challenging a will. But I paid my
14 contractor before I got anything from y'all. And that was my
15 last purchase.

16 Q Okay. So, we're looking at the May statement.

17 A Yes.

18 Q May 4th, a transfer to your personal account, 43,000.

19 A On what account is this?

20 Q This is the account ending in 9773.

21 A Oh, that might be after I -- that was me closing the rest
22 of the account; correct?

23 Q And then the following statement, May 13th, May 19th, May
24 20th, a total of \$34,000, do you see that, going into your
25 personal account?

1 A I see it. Is this whenever I paid my contractor?

2 Q And then June 29th, 84,000.

3 A And that was the end of it; correct?

4 Q Well, I think there was still a small balance, but yeah,
5 that was the end of the big transactions.

6 A 84 was the last one to my contractor, and I wrote that
7 check in April. But I know nothing was put on hold until,
8 like, a year and a half ago.

9 Q These are internet transfers.

10 A Mm-hmm.

11 Q Not checks.

12 A Well, I wrote the check, and then I had to transfer it to
13 my account because I don't have checks on this account. I
14 only have checks in my own account. So, whenever I had to pay
15 things, I would transfer it to my account.

16 Q All right. So, again, I'm circling back. Of the 206,
17 approximate, thousand dollars, how much is left of those
18 funds? I know they're not in these accounts.

19 A About 15. I'm not 100 percent sure because it's in the
20 market.

21 Q Okay. I know, in July of '22, it was about that amount.
22 Has any amount been spent?

23 A Has not been touched. I was told not to touch anything.
24 I have not.

25 Q Okay. You have alluded to a few things but can you give

1 us an overview of what the roughly \$190,000 was spent on?

2 A Well, I've spent \$72,000 just on the house, because every
3 year -- it's my second home until this year. That's \$9,000 a
4 year just on property tax. Spent \$6,000 on the air
5 conditioner, 180 on Terminix, 243 a month on insurance. And
6 all this is times four years. Plus the light bill, the water
7 bill, basic upkeep, pressure washing the house, all that good
8 stuff. And the only thing I did with my money was pay my
9 contractors, my part of the money.

10 Q What was that amount?

11 A It was \$160 -- \$167, I think. \$167,000. I'm sorry.

12 Q For a contractor for work on your other house?

13 A Yes. It would be cheaper and there would be more money
14 to split in the end if I just added on to my house, sold the
15 house, and then we could split and have more money at the sale
16 of the house.

17 Q Who all lives at the home with you -- at Ms. Dawson's
18 home?

19 A Me and my children.

20 Q Give me a rundown. How many people?

21 A Six now.

22 Q Okay. How many adults?

23 A Well, my daughter is an adult now; she's 19. So, three.

24 Q Does that include you?

25 A Yes.

1 Q Okay. Who is contributing to the expenses? Is it just
2 the -- just Ms. Dawson's money?

3 A No, sir. I work six days a week to make sure two house
4 payments -- or two household bills are made.

5 Q And, again, Ms. Pounds, I'm not questioning your work
6 ethic. I'm trying to figure out, \$72,000 for house-related
7 expenses when you've got a number of people there, I'm trying
8 to make the connections as to who is contributing what
9 amounts.

10 A They're children. My daughter is 19 but she's a child.

11 MR. SALLEY: Can you speak up a little bit?

12 THE WITNESS: I'm sorry.

13 THE COURT: Thank you.

14 BY MR. PARKER:

15 Q Have you made any distributions to any of Ms. Dawson's
16 family?

17 A I tried to get my brother part of my -- well, I have paid
18 a lot for my brother, but I've tried to give him a check also
19 out of my life insurance benefit, but it was returned, which
20 I'm happy about. But I paid for different things for them,
21 but I haven't given any money because I was told not to.

22 Q Okay. Going back to when the power of attorney documents
23 were executed, you talked about the financial power of
24 attorney, Exhibit 5, and the healthcare power of attorney,
25 Exhibit 6. Was there anything else signed at that time; do

1 you know?

2 A I'm not sure. I'm not sure. I'm sorry.

3 Q Your aunt, Donna McLees, that we spoke about, she's the
4 one that was involved with the power of attorney documents in
5 April 2019?

6 A The first one, yes, sir.

7 Q You keep saying "the first one." Other more power of
8 attorney documents?

9 A Yes, sir.

10 Q Power of attorney documents?

11 A Yes.

12 Q That have been recorded?

13 A I don't think they've been reported [sic].

14 Q Okay.

15 A I didn't report [sic] them.

16 THE COURT: Record or report?

17 MR. PARKER: Record.

18 THE COURT: Okay.

19 THE WITNESS: I'm sorry.

20 BY MR. PARKER:

21 Q I'm sorry. That might have been my misspeak.

22 You would agree with me that you and your Aunt Donna
23 owned property together at one point; is that right?

24 A We did, after my mother's suicide.

25 Q Okay. And I think that was a family home in Lexington?

1 I can give you a minute; I didn't mean to make you
2 emotional.

3 A That's okay. Go ahead.

4 Q Essentially, it was the family home where your mom and
5 your aunt grew up; right?

6 A Correct.

7 Q Okay. Your grandparents passed. They transferred their
8 interest to your aunt and your mom?

9 A Correct.

10 Q Your mom passed in 2015?

11 A Correct.

12 Q Okay. And it's where Donna currently lives?

13 A Yes, sir.

14 Q In 2017, y'all did a deed, making that property joint
15 with right of survivorship; do you recall that?

16 A What do you mean, "joint right of survivor"?

17 Q Well, there was a deed that was done. She inherited
18 50 percent from her parents?

19 A Yes.

20 Q Your Mom received 50 percent from her parents?

21 A Yes.

22 Q You received her 50 percent by way of distribution from
23 an estate?

24 A Correct.

25 Q At that point, it was tenants in common, meaning y'all

1 owned it together but it did not have survivorship treatment.

2 A I guess. Yeah, we owned it together.

3 Q And, in 2017, you changed it to survivorship.

4 A What is survivorship?

5 Q Okay. Don't worry about that.

6 And in November of 2017, you transferred your half to
7 her?

8 A Correct.

9 Q Because she needed money and wanted to pull equity out of
10 the home?

11 A Correct.

12 Q And she didn't compensate you in any way for that?

13 A No.

14 Q And the house is worth over \$200,000?

15 A I don't know about that, but -- I don't know.

16 Q Those are all the questions I have. Thank you.

17 A Thank you.

18 THE COURT: Before we do any cross, let's go ahead and
19 take a break. We've been going about an hour and 15 minutes.

20 You can certainly step down, refresh yourself, just
21 please don't discuss your testimony with anyone.

22 THE WITNESS: Okay.

23 THE COURT: Thank you.

24 All right. We'll take a short recess.

25 (A recess was taken from 11:03 a.m. to 11:16 a.m.)

1 THE COURT: Okay. We've got everybody we need?

2 When we left, direct examination had ended.

3 Mr. Salley, cross-examination?

4 MR. SALLEY: Thank you, Your Honor.

5 THE COURT: You may remain seated.

6 CROSS-EXAMINATION

7 BY MR. SALLEY:

8 Q Heather, we haven't discussed your testimony during the
9 break, have we?

10 A No.

11 Q Heather, if you could, how did you come to know
12 Ms. Dawson?

13 A My mom was pregnant with me --

14 Q Speak up, because I'm hard of --

15 A My mom was pregnant with me, and I didn't come to know
16 her; she's always been my grandma. She was pregnant with me
17 whenever my mom and my dad got together, so I've always just
18 known her as my grandma.

19 Q How old were you when you came to know her?

20 A In my mother's stomach.

21 Q Over the years, did you -- where did she normally live?

22 A Where did she live or where did I live?

23 Q Where did you live?

24 A Well, I stayed with her almost everyday. I lived with
25 her several times throughout my childhood and through my

1 teenage years. The last time I lived with her was whenever
2 she told me to leave my first marriage, and I moved in with
3 her for about two years. But I was always there, always with
4 her everyday.

5 Q From the time you were very young?

6 A Before I was born. She told me that she took me whenever
7 I was two weeks old because my parents didn't have me in a car
8 seat, and she told them that I was her baby now. And she's
9 kind of had me since.

10 Q Did -- now, you're married now?

11 A Yeah.

12 Q And who are you married to?

13 A I married to Frankie Pounds.

14 Q And what does he do for a living?

15 A Well, he was a geologist before he got -- before he
16 started getting Mollaret's meningitis, so he couldn't work
17 anymore.

18 Q So he's disabled now?

19 A Yes.

20 Q And he lives with you?

21 A Well, he doesn't live with me. He lives at our other
22 house.

23 Q Who lives with you now?

24 A Me and my children.

25 Q How many children do you have?

1 A There's five kids, four in the house full time.

2 Q How old are they?

3 A Well, the youngest is my granddaughter; she's almost
4 three. And the ones that live in the house full time are the
5 three-year-old, the 19-year-old, the 13-year-old, and the
6 15-year old are full -- yeah.

7 Q Now, family can be kind of confusing. Let me be sure
8 I've got this straight. All right?

9 A Okay.

10 Q Jane Dawson was married to Joe Dawson; correct?

11 A Correct.

12 Q And Jane passed away on March 16th, 2020?

13 A Correct.

14 Q And Joe Dawson passed away on September the 8th, 2007; is
15 that correct?

16 A I thought it was September 27th, but I might be wrong.
17 Correct. It was 2006.

18 Q Now, Jennie Powell was your mother?

19 A Correct.

20 Q And John Dawson married your mother when you were five?

21 A I was five, yeah. They were together while she was
22 pregnant with me.

23 Q But you -- they were kind of living together before that?

24 A Yes.

25 Q James's brother or brother-in-law -- which was it? --

1 Paul Dawson ---

2 A Correct.

3 Q --- left bonds for Jane Dawson in the amount of \$500,000?

4 A Correct.

5 Q Now, was that the face value or was that the matured
6 value?

7 A I think that's matured value.

8 Q Okay. The -- now, what did Jane do with that money?

9 A She bought Joey a house.

10 Q Okay. Where was Joey living at the time?

11 A He was living at the trailer in Lexington.

12 She paid off that trailer and gave it to my sister. And
13 then she bought Joey a house and started him a business and
14 got him some trucks and all new appliances for his home. The
15 list goes on.

16 Q Now, where was the house that Ms. Dawson bought for him
17 located?

18 A 129 McGuire Road, I believe.

19 Q And that's in Lexington, South Carolina?

20 A Correct.

21 Q Do you know how much that house was purchased for?

22 A I have no idea.

23 Q Do you know how much it's worth?

24 A I have no idea. I have never looked into it.

25 Q Now, he bought -- and the business she bought for him,

1 Ahold of Mold?

2 A Correct.

3 Q And do you know how much that -- she bought that business
4 for?

5 A She's signed a simple loan agreement for him for \$11,500.

6 Q And then the trucks?

7 A And then the trucks.

8 Q Do you know how much they were?

9 A I have no idea.

10 Q Now, do you know how much she had left in bonds?

11 A She told me 500,000 in matured bonds.

12 Q Where were those bonds located?

13 A In her and Joey's safety deposit box.

14 Q Where?

15 A In her and Joey's safety deposit box.

16 Q So they had a private box together?

17 A Yes.

18 Q Do you know if Joey's name were under those bonds?

19 A I'm not -- if his name was on the bonds? That, I do
20 know.

21 Q Okay. What do you know?

22 A How his name got on the bonds?

23 Q Do you know if his name was originally on the bonds?

24 A His name was not originally on the bonds. They were
25 inherited, and they were supposed to be in my grandmother's

1 name only.

2 Q Do you know how they got the name -- how his name got on
3 the bonds?

4 A I do. After nine months of digging and researching with
5 my grandmother, we found out how his name got added to the
6 bonds.

7 Q How did they get -- how did he get added to the bonds?

8 A I'll try to make this easy to understand. He was -- him
9 and his wife, Jenny, were being nice and signing them all over
10 to her. And it's a whole bunch of paperwork you have to do.
11 Like a whole bunch of handwriting and all this stuff. I mean,
12 I'm sure it took them weeks to figure it out and write it all
13 out to change over to her name.

14 Well, he said, "All I have to do is go to the bank and I
15 just need you to sign this piece of paper." And she's like,
16 "Okay." I know this happened --

17 Q Do you know what the piece of paper was?

18 A It was a piece of paper from the trust or the Treasury.
19 I have a copy of it. But it was for him to take to the bank
20 so he could put the bonds in her name.

21 He said, "All you have to do is sign here," so she did.
22 She signed a piece of paper. He took that piece of paper to
23 the bank, added his name as the co-signer or co-owner of them.
24 It's all different handwriting. He even wrote her name and
25 her address in his own handwriting, and had Wendy Birchmore at

1 the bank sign that my grandmother was there and signed in
2 front of her.

3 Q Did you overhear conversations between Joey and
4 Ms. Dawson about those bonds?

5 A Several times.

6 Q And how were those -- were they personal or were they on
7 the phone?

8 A On the phone and personal. But she's told him for 15
9 years now his name is not supposed to be on the bonds.

10 But the last time they spoke was a year and a half before
11 her death, and he told her that she was evil and he never
12 wanted to see her again, all over the stupid bonds. And the
13 next time he overheard her voice, it better be to his attorney
14 only.

15 Q And you heard the conversation?

16 A Yes, that was a conversation.

17 Q That conversation occurred -- you heard that conversation
18 occur by phone --

19 A That was by phone. That was by phone and by text. The
20 same thing was also sent by text.

21 Q A year and a half before her death?

22 A After he had taken out of the safety deposit box.

23 Q I would like to refer you to paragraph of Exhibit 1.
24 Let me find it here.

25 A I don't see an Exhibit 1.

1 Q Which would be the first will?

2 A The first will?

3 Q Right.

4 A Okay. Yes, sir.

5 Q Now, you weren't present for any of the wills being
6 prepared, were you?

7 A No, sir.

8 Q I'd like you to refer to paragraph 10(d). And start
9 reading from 10(d) down to (g).

10 A 10(d) down to (g)?

11 Q Right?

12 A "I leave to my son, Joseph Richard Dawson, Jr., of White
13 Knoll, South Carolina --

14 Q Speak up, please.

15 A "I leave to my son, Joseph Richard Dawson, Jr., of White
16 Knoll, South Carolina, only the old tools and anything that is
17 at the house at 107 Highland Hope Lane. I leave to Heather
18 Pounds of Gilbert, South Carolina, all the bonds in my safety
19 deposit box at First Citizens Bank to use as she sees fit.
20 However, if Joseph Richard Dawson, Jr., still has the bonds
21 that he took from my safety deposit box, not knowing that my
22 early income depended on them, he gets nothing else from my
23 estate. If Joseph Richard Dawson, Jr., has returned the bonds
24 to me prior to my death, one bond of the least amount of all
25 bonds will be given to him from my personal representative."

1 Q And you were named as personal representative?

2 A Yes, sir.

3 Q And you weren't present for the signing of the will, were
4 you?

5 A No.

6 Q In fact, that was not the first will?

7 A It was not.

8 Q Somebody approached --

9 MR. SALLEY: Your Honor, I have the original will, but I
10 request a copy -- request leave to submit a copy.

11 THE COURT: Does Mr Parker have a copy of that?

12 MR. PARKER: I think, yes, Your Honor, I do.

13 THE COURT: And this will be your ID as what? This will
14 be Defense Exhibit 1?

15 MR. SALLEY: Yes, Your Honor.

16 (Defendant's Exhibit No. 1, Copy of the Original Will,
17 was marked for identification.)

18 THE COURT: And do we have an extra copy for me?

19 MR. PARKER: I do, Your Honor.

20 THE COURT: Thank you.

21 (Pause in the proceedings.)

22 MR. SALLEY: I apologize, Your Honor; it's kind of hard
23 for me to get around.

24 THE COURT: No worries.

25 BY MR. SALLEY:

1 Q Do you recognize that document?

2 A I do.

3 Q What is that document?

4 A It was the first will that she made.

5 Q I'm sorry?

6 A It was the first will that she made.

7 Q What's the date of that will?

8 A The 18th, yeah. April 18th, 2019.

9 Q And who is named as personal representative to that will?

10 A I am.

11 Q And do you know who prepared that will?

12 A Yes. My grandma and my aunt did it online. They just
13 went to a website and printed it out.

14 MR. SALLEY: Your Honor, we'd move Defense Exhibit 1 into
15 evidence.

16 MR. PARKER: Without objection, Your Honor.

17 THE COURT: All right. Defense Exhibit 1 admitted into
18 evidence.

19 (Defendant's Exhibit No. 1 was received into evidence.)

20 THE COURT: Can I just -- a little clarification on the
21 previous. Did you say --

22 MR. SALLEY: I'm sorry, Your Honor?

23 THE COURT: Did you say your grandmother and your aunt?

24 THE WITNESS: Correct.

25 THE COURT: Okay. They completed online?

1 THE WITNESS: Yes.

2 THE COURT: Okay.

3 THE WITNESS: My grandmother didn't have a printer at her
4 house.

5 BY MR. SALLEY:

6 Q Would that be Donna McLees?

7 A I'm sorry.

8 Q Would that be Donna McLees?

9 A Correct.

10 Q And is she here in the courtroom today?

11 A She is.

12 Q Are you aware of their relationship?

13 A Yes.

14 Q What was their relationship?

15 A They were best friends, but we spent most holidays
16 together. But my aunt has actually know my grandma long
17 before I was ever born.

18 Q And looking at that will, other than what's been typed
19 and being prior to the will, are there any major changes
20 between the two?

21 A I think she just added the bonds to the second will,
22 because whenever this will was written, they weren't taken out
23 of her safety deposit box yet.

24 Q Okay. The -- and, in the first will, I believe he gets
25 the bonds; is that correct?

1 A He did, yes.

2 Q Basically, you have reason to believe the bonds were
3 important to your grandmother?

4 A Very.

5 Q Did you ever manage her affairs?

6 A No. I never paid the first bill for he.

7 Q Let's go through the power of attorney, if we could. Did
8 you ever conduct any business with any banks or financial
9 institutions with any accounts on her behalf?

10 A No, sir.

11 Q Was she always present when those --

12 A Yes, sir.

13 Q Did she manage her own money?

14 A Yes, sir.

15 Q Did you ever perform any [indiscernible] necessary
16 deposit, negotiate, sell, or transfer any note, security, or
17 [indiscernible] while she was alive?

18 A No.

19 Q Did you ever -- y'all had a mutual safety deposit box?

20 A We did.

21 Q Did you ever access it without her being present?

22 A No. I only accessed it one time.

23 Q I'm sorry?

24 A I only accessed it one time, and it was with her.

25 Q Did you ever sell, exchange, bind, [indiscernible] any

1 assets or property while she was alive?

2 A No, sir.

3 Q Did you ever purchase any insurance or annuity contracts,
4 including life insurance [indiscernible] her?

5 A No, sir.

6 Q In fact, the life insurance that she took out naming you
7 as beneficiary, how did you learn about that?

8 A I learned about it the day of her death. She had
9 everything ready for me, with instructions, and it was all
10 just piled in one paper, and it said --

11 Q If you could speak up.

12 A It was all piled up, and it said, "Take this to your
13 lawyer." It instructed me the entire way.

14 Q But you didn't even know about the insurance?

15 A No, I didn't know about that.

16 Q Did you ever collect any debt for her?

17 A Collect any debt?

18 Q Right.

19 A Like give her any debt? Oh, no. No.

20 Q Did you ever enter into any binding contracts?

21 A No.

22 Q Did you ever exercise any stock rights ---

23 A No.

24 Q --- for her while she was alive?

25 A Okay, well, hold on. Maybe, because of the Fidelity

1 thing. She was on the phone, and said, "I need you to talk to
2 my grandmother -- or my granddaughter because I can't hear
3 you."

4 So, they would ask me a question; I would say it to her.
5 She would say "yes," and I would say "yes" back. So, I don't
6 want to -- I don't know if that means I did that because she
7 was present. And it is a recorded phone call, so...

8 Q Okay. Did you ever maintain or operate any business that
9 she owned?

10 A No.

11 Q Did you ever employ any professional or business
12 assistance for her?

13 A No.

14 Q Including attorneys, accountants, real estate agents?

15 A No.

16 Q Did you ever sell, convey mortgage, manage,
17 [indiscernible], prepare, or perform any other act with
18 respect to any properties she had?

19 A No, sir.

20 Q Did you ever prepare or sign or file documents with any
21 governmental agency, including, but not limited to, income or
22 taxes?

23 A No.

24 Q Did you obtain any documents from the government?

25 A Whenever she filed the police report on Joey, does that

1 count? I was there.

2 Q She filed a police report on Joey?

3 A She filed a -- she filed a police report with Lexington
4 County or Town of Lexington.

5 Q What was that about?

6 A Him taking the bonds.

7 Q Did you make any gifts during her life to any members of
8 her family?

9 A No.

10 Q Did you ever make any gifts to yourself?

11 A No.

12 Q Did you ever transfer any -- did she have a
13 revocable [sic] trust?

14 A Irrevocable [sic] trust? No. I wish she did, but she
15 did not.

16 Q You didn't transfer any assets for her?

17 A No.

18 Q Did you disclaim any interest document which might be
19 otherwise transferred without her being present?

20 A No.

21 Q Did you ever do it at all?

22 A No.

23 Q Basically, did you notice it says no person -- "My agent
24 shall not be reliable [sic] for any loss of [indiscernible]
25 from a judgment error that's made in good faith"?

1 A Yes.

2 Q Have you always acted in good faith towards your
3 grandmother?

4 A A hundred percent, my whole life.

5 Q Looking at the notes that you gave me, it says that your
6 sister, Janie ---

7 A Janie.

8 Q Huh?

9 A Janie, yes, sir.

10 Q --- actually dated their youngest son, John Dawson?

11 A Uh-huh. Jennie is my mom. Janie is my sister.

12 Q Jennie?

13 A Jennie is my mom.

14 Q G [sic]-e-n-n-i-e?

15 A J-e-n-n-i-e, but yes.

16 Q Okay. Your mother was dating John Dawson?

17 A Yes.

18 Q Okay. It says the lady that did the affidavit actually
19 dated John for a while. The lady that did the first will
20 actually dated John Dawson.

21 A Actually, it's backwards. My aunt actually dated my
22 uncle for a long time. But my mother is deceased.

23 Q Right.

24 A So my aunt -- I had a double aunt and a double uncle at
25 one point.

1 Q Families can get complicated.

2 A They do. But they have also known each other before I
3 was born as well.

4 Q Okay. Now, John -- John Dawson -- I mean, Joe Dawson
5 actually lived in Tennessee for a year or several years?

6 A Joey did, yes.

7 Q Joey did?

8 A Joey did.

9 Q How long did he live in Tennessee?

10 A A very long time. I'm going to say at least eight or
11 nine, maybe ten years. He didn't come back until after my
12 granddad died.

13 Q How much did he see of your grandmother?

14 A From that time, not a lot at all. They were really close
15 whenever I was younger. We would go over there on Sundays and
16 -- to Joey's house whenever he lives at Hidden Valley, and
17 we'd spend like an hour or two. And we always did, like,
18 Christmases and stuff together. But whenever he went to
19 Tennessee, it was -- he was just gone.

20 And then he came back. And whenever he came back was
21 after my granddad died. And it was mainly -- we did a couple
22 of Christmases together, but then it was mainly, like, he came
23 over if he wanted something.

24 Q When your grandfather -- I say your grandfather; that
25 would be John Dawson?

1 A That's my dad. John is my dad. Joe is my granddad.

2 Q Your grandfather's name was Joe?

3 A Joe.

4 Q Joey is named for [indiscernible]?

5 A Correct.

6 Q When Joe Dawson died, Joey was living in --

7 A Tennessee, correct.

8 Q All right. Tell me about that.

9 A My granddad had pancreatic cancer, and he was only
10 supposed to live for six months. My dad had pancreatic
11 cancer, and they said he was only going to live for six
12 months. He actually lived for 16 months.

13 But I took care of him. He was in the hospital for 42
14 days in ICU. Joey came down one time, and him and my dad were
15 so drunk in the ICU room, that the nurse had to kick them out.

16 Q When you say "your dad" --

17 A John. I mean John. He had -- he passed away 16 months
18 after my granddad did.

19 Q John was his son?

20 A Yeah. They were both his sons.

21 Q And John would be Joey's --

22 A -- brother.

23 Q Okay.

24 A My grandma was livid. Then he went back to Tennessee.
25 He didn't visit anymore. And then we called him whenever my

1 granddad started doing the death rattle and said, "Joey, come
2 on back. You need to come back. It's almost time."

3 And I was laying in bed with him and got a phone call
4 from Newberry Jail that Joey drove down here without a license
5 and drunk, with open container. So, I wanted him to see his
6 dad, and I didn't -- we couldn't leave.

7 So, we got my mom to come over and watch my granddad. My
8 mom was still alive at this time. And me and Jane went to
9 find a bail bondsman. And as we were signing the papers, my
10 mom called me and told me my granddad took his last breath.
11 And during that time, I was driving to get Joey out of jail
12 because I wanted him to see his dad.

13 Q Did you end up paying his bonds?

14 A My grandma did.

15 Q How much was his bonds?

16 A I'm not sure. You'd have to ask her. That day was a day
17 I'll never forget, but it was very cloudy. I just remembered
18 the whole drive up there, crying, because I wanted to see my
19 granddad one last time before the ambulance took him.

20 Q You were very much a part of this family, weren't you?

21 A Yes. Slept with my granddad every night. I mean, I was
22 more than a part of the family. They were -- I have never
23 been called a stepchild ever. Ever. I've never been told
24 these weren't my siblings. I've never been said, "Legally,
25 you aren't" -- it's never been. I've always felt -- I never

1 felt loved by anybody as much as I did...

2 Q Did you ever coerce your grandmother to sign anything?

3 A No. That was the biggest honor in my life, whenever she
4 asked me to take care of her.

5 Q Did you ever try to influence her to give you anything?

6 A No.

7 Q Now, in the first will, Joey got the \$500,000 bond.

8 After that, your grandmother found out that he had taken the
9 bonds and put them in his name; is that correct?

10 A Actually, he put them in his name at the very beginning,
11 like 15 years ago, but she didn't know that they were in his
12 name as well until five years later whenever she went and
13 finally cashed \$1,000 worth of bonds.

14 At that time she's like, "You know what? It's going to
15 be his inheritance anyway, so we're just going to leave it on
16 there."

17 It wasn't until he took the bonds that that's whenever
18 she started getting in investigative mode. How did his name
19 get on the bonds? We need to get a lawyer. We need to get
20 them back.

21 I told her I didn't want anything to do with that. The
22 bonds broke her as a person. They broke her for years. My
23 grandmother is a strong woman, and she never cried, and she
24 did that year.

25 Q After Joey came back from Tennessee, how often did he see

1 his mother?

2 A It wasn't that much. I mean, it wasn't -- it wasn't
3 anything compared to me or my sister. Maybe once a month.
4 And we did do, like, Thanksgiving at his house, and he did do
5 Christmas at my grandma's house, but it wasn't as much. After
6 he married Jenny, it wasn't much at all.

7 Q Did she ever loan him money?

8 A All the time.

9 Q Did you overhear any conversations?

10 A Yes, actually three weeks before -- three weeks before, I
11 had to call the ambulance, was the last time I saw Uncle Joey
12 on good terms.

13 Q Is that when she had the panic attack?

14 A Yeah. That's me over -- me calling the ambulance over a
15 panic attack. I'm sorry. I was super nervous. I love my
16 grandma.

17 But he came over and borrowed \$4,000. That was the last
18 time I saw him while everybody was getting along and the bonds
19 were still there. And he told her he was going to pay her
20 back whenever his tax check came in, and of course, that
21 didn't happen because then everything exploded.

22 Q That's when your grandmother found out he had taken the
23 bonds and put them in his name?

24 A Yes.

25 Q Let's go back to the power of attorneys again. Did you

1 ever find a reason to use in medical power of attorney?

2 A No.

3 Q Was that signed before or after she went into the
4 hospital?

5 A After. After.

6 Q So, you never had an occasion to consent or refuse or
7 withdrawal consent to any care or treatment?

8 A No, I never had to.

9 Q You never had an occasion to permit, refuse, or withdraw
10 permission to participate in any research programs?

11 A No.

12 Q You never made arrangements for any hospital, psychiatric
13 treatment facility, hospice, nursing home?

14 A No.

15 Q In fact, she didn't want to go to a nursing home.

16 A Absolutely not. That's a whole reason this happened.

17 Q Do you think that's part of the reason she made you
18 medical power of attorney?

19 A Yes.

20 Q So, as a matter of fact, you never found occasion to use
21 a medical power of attorney either?

22 A No, never.

23 Q These transfers, you had a joint -- two joint accounts
24 with your grandmother?

25 A Yes, sir.

1 Q Was it your understanding that, once she died, that
2 passed outside the estate directly to you?

3 A Yes.

4 Q And did you discuss that with the bank?

5 A Yes.

6 Q And is that what happened?

7 A Yes.

8 Q Did you in any way encourage her to create a joint
9 account?

10 A No. I was shocked when she did, because we were just
11 there to get a safety deposit key for her for my safety
12 deposit box.

13 Q And who prepared the -- who did the preparation for the
14 joint account?

15 A Wendy Birchmore. Well, she did one. After that
16 incident, whenever Wendy called Joey that night, because he
17 found out the next day, my grandmother no longer used
18 Lexington First Citizens Bank anymore, so she started going to
19 Batesburg.

20 Q Did you influence her at all to open a joint account with
21 you?

22 A Absolutely not.

23 Q Did you make any withdrawals during her lifetime?

24 A No.

25 Q Did you write any checks during her life?

1 A No. We didn't even have a Citizen's checkbook.

2 Q Your grandmother was in good health right up until the
3 time she died?

4 A Yep.

5 Q Did she drive herself?

6 A Everywhere.

7 Q Did she prepare her own meals?

8 A Yes.

9 Q Did she take care of her own finances?

10 A Yep.

11 THE COURT: I'm sorry; I didn't hear that.

12 THE WITNESS: Yes.

13 THE COURT: That's okay.

14 THE WITNESS: Sorry.

15 BY MR. SALLEY:

16 Q She took care of her own finances?

17 A Yes.

18 Q I'm a little bit hard of hearing.

19 A I'm sorry.

20 Q If I ask a question twice, it's because I didn't hear
21 you.

22 A Oh, okay.

23 Q Was she feisty right up till the end?

24 A A hundred percent to the end.

25 Q Tell the judge what happened just before she died.

1 THE COURT: Well, not -- not what she said. We'll see
2 where --

3 BY MR. SALLEY:

4 Q It's not what she said?

5 A You're going to have me crying and laughing up here,
6 Mr. Lourie.

7 The night before she died was a big COVID thing where all
8 the soap was -- nobody could find any and nobody could find
9 any toilet paper.

10 Q Speak up?

11 A Nobody could find any of the COVID stuff. So, I had
12 spent that day running store to store. My sister put a box
13 fan in her window of her bedroom at my grandma's house. And
14 my grandma is a kind of person that, if there's a drop of
15 water in the sink, she has to wipe it out.

16 But it was a day of the big pollen fall, and my
17 grandmother called me, screaming at the top of her lungs. And
18 I get over there, and my sister had put the box fan in her
19 room and all the pollen blew inside. And my grandma was so
20 mad.

21 We always ate dinner and stuff together, but that night,
22 I ordered pizza so we could just clean up. She was so mad
23 that day.

24 But before she went to bed, I had her on the front porch,
25 like, dying laughing at how crazy my sister was to put a box

1 fan in the window. So, she was laughing until she was crying
2 about it.

3 Three hours later, she was dead.

4 Q How did she die?

5 A Her heart just stopped. She had been telling me for four
6 years she wanted to get the defibrillator out and the
7 pacemaker put back in because she said the pacemaker made her
8 feel better and, like, kept her heart beating. But what they
9 defibrillator did was, if her heart stopped, it would shock
10 her back. And she said that she didn't trust that.

11 And I didn't want her to go through a surgery, so I was
12 like, "I don't want you to do that." Like, that's scary, you
13 know? She just went to sleep and it didn't wake her up.

14 Q How old was she when she died?

15 A 81. The oldest -- just like she had been saying for the
16 last couple of years, the oldest person in her family was 81
17 years old. She went in her sleep without knowing she was
18 going to die, exactly how she wanted, but it didn't make it
19 any better.

20 MR. SALLEY: I think I've got no more questions at this
21 time, Your Honor.

22 THE COURT: All right. Redirect?

23 MR. SALLEY: We may call her again in the defense case.

24 THE COURT: Sir?

25 MR. SALLEY: We may call her in defense case.

1 THE COURT: Very well.

2 REDIRECT EXAMINATION

3 BY MR. PARKER:

4 Q A quick follow-up on the bond issue. Ms. Pounds, you
5 were testifying about the bonds and something to do with the
6 bank, and I want to make sure I understood this.

7 Your testimony was that Wendy at First Citizens was
8 involved in some fraud to make these bonds transfer from your
9 uncle to your grandmother -- to Ms. Dawson and to Joe?

10 A Yes.

11 Q And she was also involved in this -- this notification of
12 Joe about your grandmother adding him to an account?

13 A Well, that is what we suspect. That's what my grandma
14 suspects because it was literally right after she did it ---

15 Q Sure.

16 A --- then Joey called.

17 Q But you didn't observe Wendy -- Wendy's involvement in
18 any of the stuff, though, did you, other than signing a
19 signature card that you did with your grandmother?

20 A Yes. But Wendy and my grandmother did not like each
21 other. Wendy hated my grandmother. And my grandmother called
22 the bank, but of course, their cameras don't go back 15 years.
23 My grandma knew she wasn't at the bank. I knew she wasn't at
24 the bank because she was on a beach trip [indiscernible]. We
25 waited on Joey to come for her to sign her name to that paper.

1 Q Okay.

2 A She had no idea that he was going to add his name to the
3 bonds.

4 Q But this whole issue with Wendy, though -- the bonds were
5 in 2012?

6 A Mm-hmm.

7 Q The signature card and account retitling was 2019. So,
8 there's seven years in between.

9 A Yep.

10 Q And your grandmother continue to go to that bank?

11 A Only because we didn't find out until after - about eight
12 months after their argument is when we found out how it
13 happened. And then she never went back to that bank again.
14 She did call her boss, though.

15 Q Are you aware that Wendy still works at the bank?

16 A I'm very aware. Their boss -- their cameras don't go
17 back 15 years. And my grandmother was planning on taking this
18 to court before she passed. That's why she said, if she got
19 her bonds back...

20 MR. PARKER: Those are all the questions I have, Your
21 Honor, just to clear that up

22 THE COURT: All right. Any follow-up?

23 MR. SALLEY: No follow-up, Your Honor.

24 THE COURT: You may step down. You're subject to recall.

25 MR. PARKER: Next, the plaintiff calls Jacob Dawson.

1 JACOB DAWSON,

2 After having been duly sworn, was examined and testified
3 to as follows:

4 THE CLERK: Please take a seat in the witness stand.
5 Once you're seated, please state your name, spelling your last
6 name for the record, please.

7 THE WITNESS: My name is Jacob Dawson. Last name is
8 spelled D-a-w-s-o-n.

9 MR. PARKER: Jacob and Your Honor, please bear with me.
10 I'm just making sure our exhibits are still intact.

11 THE COURT: Thank you. And we should probably plan to
12 keep those up at the court reporter's table. That way,
13 there's...

14 MR. PARKER: Yep.

15 THE COURT: It's a neutral location.

16 DIRECT EXAMINATION

17 BY MR. PARKER:

18 Q All right. Mr. Dawson -- we got a couple of Mr. Dawsons.
19 May I call you Jacob?

20 A Yes, sir.

21 Q Okay. And, Mr. Jacob, where do you live?

22 A I live in Flynns Lick Lane, Gainesboro, Tennessee.

23 Q Okay. They're going to want you to speak up a little
24 bit. Okay?

25 A I live at Flynns Lick Lane, Gainesboro, Tennessee.

1 Q Okay. And how long have you lived there?

2 A Several years. 12, on and off. Or 15. Somewhere in
3 there.

4 Q When did you leave -- well, I guess, did you live in
5 South Carolina at some point?

6 A Yes, sir.

7 Q And where would you have lived when you were in South
8 Carolina?

9 A I lived with my dad for a part of it. It was over in
10 Lake Murray.

11 Q All right. And we haven't established who your dad --
12 well, kind of we have, but just tell the Court, who is your
13 dad?

14 A John Dawson.

15 Q All right. John Dawson being the son of Ms. Jane Dawson?

16 A Yes, sir.

17 Q Would that make you the grandson?

18 A Yes, sir.

19 Q All right. And so, at some point you lived in this area,
20 the Lexington County area on the lake with your dad?

21 A Yes, sir.

22 Q All right. What prompted you to leave and go to
23 Tennessee?

24 A My mother and my father had a fight, and I decided that I
25 missed her, so I rode back to Tennessee with her.

1 MR. SALLEY: Your Honor, I missed about half of what he's
2 saying.

3 THE COURT: Okay. You may not have been here at the
4 beginning or earlier this morning, with these microphones,
5 they are recording what they're saying but not actually
6 amplifying your voice.

7 THE WITNESS: Okay.

8 THE COURT: So, if you'll have to remember to speak up so
9 everyone in court can hear you.

10 THE WITNESS: All right.

11 My mother and my father had a fight.

12 MR. SALLEY: Had a what?

13 THE WITNESS: They had a fight.

14 MR. SALLEY: Oh, okay.

15 THE WITNESS: And I decided to ride back to Tennessee
16 with her.

17 BY MR. PARKER:

18 Q Did you maintain contact with your family here in South
19 Carolina after you moved?

20 A Yes, sir.

21 Q Okay. And who would that include?

22 A That would include Jane Dawson; my grandfather, Joe
23 Dawson; my Uncle Joey; my father, John.

24 Q Okay. And how often would you see or speak to your
25 grandmother over the years?

1 A Vaguely off and on over the years. Phone call here and
2 there. I didn't really have a lot of time to come back.

3 Q Sure. Was there ever in a conflict with you and your
4 grandmother or any of your family members?

5 A No, sir.

6 Q Growing up, did you know Heather?

7 A Yes, sir.

8 Q Okay. What was your relationship like with Heather?

9 A I grew up with her as my sister.

10 Q Okay. And did that relationship ever change at any point
11 in time?

12 A Yes, it did.

13 Q Okay. Can you describe what took place?

14 A My grandfather died.

15 Q All right. And that was Joe, Sr., in 2006. Would you
16 agree with me with the timeline?

17 A Yes.

18 Q Okay. 2006, what happened between you and Heather?

19 A Nothing personal but, as everybody in my family started
20 to die, the wolves started to bare their teeth.

21 MR. SALLEY: I'm sorry; I couldn't hear that.

22 THE WITNESS: The wolves started to bare their teeth.

23 MR. SALLEY: Oh, okay. We move your strike that, Your
24 Honor.

25 THE COURT: Yep, granted.

1 BY MR. PARKER:

2 Q Is there any specific you can tell us about your
3 interactions with Heather and any -- you mentioned the
4 relationship changed. Can you give us some specifics about
5 that?

6 A I mostly had no contact with them because everybody was
7 always asking her for something, like money.

8 Q Asking your grandmother?

9 A Yes, sir.

10 Q Okay. Who was doing that?

11 A From what I gathered, everyone.

12 Q Okay. Did you ever re-establish a relationship with
13 Heather?

14 A No, sir.

15 Q Would y'all have spoken after your grandfather passed?

16 A Yes, when my grandmother died, I briefly visited down
17 here for about two days.

18 Q Okay. Did y'all have any conversations about your
19 grandmother or her estate?

20 A I reflected on her memory and I wanted closure.

21 Q Okay. Can you be specific about that, the nature of
22 those conversations? Did y'all discuss assets or anything
23 that would have transacted before your grandmother passed?

24 A No, sir.

25 Q Okay. Have you received anything from your grandmother's

1 estate or as a result of her passing?

2 A No, sir.

3 Q Have you been offered anything?

4 A Yes, sir.

5 Q Okay. Can you describe that or give us an explanation of
6 what -- what was offered to you?

7 A I think she told me once that she opened up a trust fund
8 for me and my brother.

9 Q Who are you referring to?

10 A Heather.

11 Q Okay. This is after grandmother passed?

12 A Yes, sir. It was over text message, I think.

13 Q Okay. She describes some type of -- what did you say? A
14 trust?

15 A Yeah, she -- she said that she opened up a trust fund for
16 me and my brother after her passing.

17 Q And your brother, that's Brock?

18 A Yes, sir.

19 Q Okay. Have you seen any documentation about this trust
20 or any evidence that there's a trust for your benefit?

21 A No, sir.

22 Q Okay. Ultimately, what was your response when she
23 indicated she opened a trust for you?

24 A Indifferent.

25 Q Okay. I guess, what's your position on your

1 grandmother's estate? Do you feel like you're entitled to
2 receive from her estate?

3 A No, sir.

4 Q Why is that?

5 A Because it was hers. I never wanted a dime from her.

6 Q From your grandmother?

7 A Yes, sir.

8 Q Okay. But she's passed now, and we're here to decide
9 what happens. Did you have any expectation or position on the
10 issues in this case?

11 A You know, I wanted to be here to support my uncle.

12 Q To support your Uncle Joe?

13 A Yes, sir.

14 Q Okay. When did you come down?

15 A For this.

16 Q Yeah?

17 A Last night.

18 Q Okay. Did you get any sleep?

19 A Hardly.

20 Q Yeah. Well, I appreciate you being here. I don't have
21 any further questions. Thank you.

22 A I'm sorry.

23 THE COURT: Cross-examination?

24 No, no, sir. I'm sorry.

25 THE WITNESS: Sorry.

1 THE COURT: That's okay.

2 THE WITNESS: Oops.

3 CROSS-EXAMINATION

4 BY MR. SALLEY:

5 Q Mr. Dawson ---

6 A Yes, sir.

7 Q --- can you hear me all right?

8 A Yes, sir.

9 Q Because I'm having a lot of trouble hearing you.

10 A Yes, sir.

11 Q You left South Carolina in what year?

12 A 2004, I think.

13 Q And what year were born?

14 A 1989.

15 Q So, how old were you when you left?

16 A 2004, I was 14, turning 15.

17 Q Depending on the month, subtract 1989 from 2004, check my
18 math, but it looks like to me you would have been 13 years
19 old; is that about right?

20 A Yes, sir.

21 Q And you lived with your --

22 A Father.

23 Q --- father?

24 And did you come down when your grandfather passed away?

25 A No, sir, I did not.

1 Q Were you aware that your, before your grandfather passed
2 away, that your father had gotten arrested for DUI?

3 A Who knows, sir.

4 Q I'm sorry, your uncle. Your uncle.

5 A Oh, no, sir.

6 Q Did -- and your uncle would be?

7 A Joey.

8 Q Joey.

9 Really, the last time that you physically saw your
10 grandmother would have been about 19 -- I'm sorry, 2008; is
11 that right?

12 A Yes, sir.

13 Q And did you -- how often did you speak with her over the
14 phone?

15 A Maybe once every few months. My brothers spoke to her
16 more.

17 Q So once every few months? Two or three times a year?

18 A Yes, sir.

19 Q Now, how did you happen to come down last night? Who
20 asked you to come down?

21 A I came down here to support my uncle because he said the
22 court date was happening today.

23 Q Now, you mentioned something that was stricken from the
24 record. You mentioned something about -- well, that was
25 stricken from the record a little bit earlier.

1 A Yes, sir.

2 Q You don't like Heather, do you?

3 A Not much anymore, sir.

4 Q Does your uncle's litigation have something to do with
5 that?

6 A Yes, sir.

7 Q You don't really have any knowledge of your grandmother's
8 relationship with Heather after you left South Carolina, do
9 you?

10 A No, sir.

11 Q Now, you haven't gotten -- said you haven't gotten --
12 that Heather offered to set up a trust fund for you and your
13 brothers. Are you sure it was a trust fund or was it an
14 account?

15 A I have no clue. It was over a text message, and I
16 disregarded it.

17 Q You disregarded it.
18 Did she send you \$20,000?

19 A No, sir.

20 Q Did you refuse \$20,000 from her?

21 A I do not remember if she -- I don't think she offered me
22 \$20,000.

23 Q Now, I think if somebody offered me \$20,000, I would
24 remember that.

25 A Yeah. She offered my brother money, and I remember the

1 trust fund thing, but I do remember her texting me something
2 about a trust fund.

3 Q And you disregarded it?

4 A Yes, sir.

5 Q Thank you. I don't think I have any further questions.

6 THE COURT: Any redirect?

7 MR. PARKER: No, Your Honor.

8 THE COURT: All right. The witness may step down.

9 Do y'all wish for him to be excused?

10 MR. PARKER: Yes, Your Honor.

11 THE COURT: Without objection, Mr. Salley?

12 MR. SALLEY: No objection, Your Honor.

13 THE COURT: The witness is excused.

14 MR. PARKER: Your Honor, are you ready for the next
15 witness? Or do you want to take a break?

16 THE COURT: Who is our next witness?

17 MR. PARKER: His mother, Tammy.

18 THE COURT: Do anticipate her being --

19 MR. PARKER: She's short.

20 THE COURT: All right. Let's keep on going then.

21 MR. PARKER: After that, it's going to get more lengthy.

22 THE COURT: Well, that will probably be where we break.

23 MR. PARKER: Your Honor, the plaintiff of calls Tammy
24 Brockman.

25 TAMMY BROCKMAN

1 after having been duly sworn, was examined and testified
2 to as follows:

3 THE CLERK: Please be seated in the witness stand. And
4 once you're seated, please state your name, spelling your last
5 name for the record.

6 THE WITNESS: I am Tammy Brockman. B-r-o-c-k-m-a-n.

7 DIRECT EXAMINATION

8 BY MR. PARKER:

9 Q Ms. Brockman, can you tell the Court where you live?

10 A I live in Tennessee. Gainesboro, Tennessee.

11 Q Okay. And how long have you lived there?

12 A Almost 20 years, I believe now. Yeah.

13 Q Okay. Had some help from the back.

14 What do you do for work?

15 A I was self-employed. I did residential cleaning. I
16 haven't worked for the last year. I have got a hip -- I've
17 got to get a hip replacement.

18 Q How do you know the Dawson family?

19 A I was married to John Dawson.

20 Q And John would be the son of Jane Dawson?

21 A Yes.

22 Q Okay. Did y'all have children?

23 A Yes.

24 Q Who are they?

25 A Jacob and Brock.

1 Q Jacob, who we just heard from?

2 A Yes.

3 Q And then the other son, Brock?

4 A Brock, yes.

5 Q How long were you and John in a relationship?

6 A From the beginning, we were off and on. I was trying to
7 figure out the years, because we went to Florida and then we
8 come back. We were together, I want to say two years maybe
9 before we had children.

10 And, you know, we broke up in between them, and we got
11 back together. He moved up here to Tennessee. So, I'm going
12 to say off and on I was probably with him seven to ten years
13 when you put it all together. It might be longer than that.
14 It's just - it was off and on all the time.

15 Q I'm trying to place this in my timeline in my head. You
16 said two years before you had children?

17 A Yeah, we were --

18 Q Since he's born in '89 -- is he the oldest?

19 A Yes.

20 Q All right. So, that puts us back about '87; does that
21 sound right?

22 A Yes.

23 Q Okay. All right. So, from '87 until when? Are you
24 saying that ten years would have ended in '97 or is it
25 [indiscernible].

1 A Actually, we split up after Jacob was born for a brief --
2 it was short. And then we got back together come, and I got
3 pregnant with Brock. And then we broke up again when Brock
4 was born.

5 And then a little while after -- I'm going to say Brock
6 was -- he was still in diapers. We got back together. It's
7 been off and on since then. It wasn't ten years at once; it
8 was just all broke up over the years.

9 Q Do you recall roughly when their relationship would have
10 ended as far as that final --

11 A The final? That would have been here in Tennessee. How
12 long ago was that? I can't remember the year. Heather
13 probably knows the year.

14 THE WITNESS: When your mom come up and moved him on?
15 That was the last time that we seen him.

16 BY MR. PARKER:

17 Q All right. And --

18 A That we were together.

19 Q When did you first meet Ms. Jane Dawson?

20 A When I met -- when me and John got together. I'm going
21 to say we were together a month, and then I met his mother.

22 Q What was your impression of her?

23 A I liked her. I liked her.

24 Q What was her relationship like with her boys, with John
25 and Joey?

1 A There were -- there were times, you know, that they --
2 they aggravated her a lot. And she -- you know, she -- you
3 know, I just liked the way she handled things. But she would
4 get really mad at them sometimes, and they would just pick on
5 her. But it was like any other family, I think. You know,
6 it's...

7 Q I've got the impression she's pretty tough; is that fair?

8 A Yes.

9 Q Was she close with her grandkids?

10 A Yes, yes, definitely.

11 Q Can you describe that? I mean, how often would --

12 A Jane had the kids -- the grandkids over there every other
13 weekend. And, you know, sometimes John come over there, and
14 they would go to, like -- what do they call it? Like Six
15 Flags. Take the kids and go do that. But she was with them
16 all the time. I mean, every other weekend, we did a lot of
17 stuff up there.

18 Q And that was when you and Jacob and Brock -- everybody
19 was still in South Carolina, is that right?

20 A Yes, yes.

21 Q And I think you said you have lived in Tennessee about 20
22 years, so you would have moved?

23 A Yeah, yeah. And I believe Jacob stayed. Brought come
24 with me when we moved up here, but Jacob stayed with his dad.
25 And then, when we come down to visit one time, it switched.

1 Brock said there and Jacob come home with me. It was -- yeah.

2 Q How well did you know Heather during that time?

3 A I didn't know Heather growing up as much. I knew she was
4 there. I didn't really -- we talked more after John died, on
5 the computer, on the internet, messaging, than I ever talked
6 to her. I knew that she was there with the kids every other
7 weekend or whatever, but we didn't -- we didn't have a
8 relationship.

9 Q You said "there." Where are you referring to?

10 A Jane's.

11 Q Okay.

12 A Yeah.

13 Q Heather would be at Jane's house?

14 A Yeah, I seen -- yeah, she was there a lot with Jacob and
15 Brock on the weekends that they were there.

16 Q Did you have any understanding of what Ms. Jane Dawson
17 had as far as assets go? Did she disclose anything related to
18 her assets to you?

19 A I didn't know her total worth; I knew it was a lot.
20 Every time that we got together and did parties or something
21 -- birthday parties, she explained to me that, you know, that
22 there was going to be a trust fund for the kids, and that Joey
23 would be the holder or the executor or whatever of it, and
24 that, you know, that he would have the power of it and then
25 give it to them.

1 And every time I talked to her, you know, she told me
2 about that. And you know, there were times she would get mad
3 and say nobody is getting nothing, and then she'd turned
4 around and -- you know, Jane was going to give all the kids
5 stuff.

6 And then it was Joe's brother, that's the last time when
7 she was talking about John having half of Joe's brother's
8 house, that was the last time that we talked about any
9 finances or anything.

10 Q Did y'all stay in touch over the years after John passed?

11 A Not, like, on a regular basis. I talked -- it seems like
12 we talked -- I'm going to say I talked to her at least once a
13 year, maybe a year and a half. The last time that I talked to
14 her, it was after John had died. She called and she was
15 having a bad day, and we talked for about three hours. And
16 I'm going to say that's -- I don't really know the -- when --
17 how long it was after that that she died. I think it was a
18 good while. But that's the last time I talked to her.

19 Q Did you have any concerns about her health over the
20 years?

21 A I just worried about her heart. She worried and she just
22 stressed too much. I don't know what the condition was, but I
23 know everybody in the family -- the girls had it. All the
24 sisters had it. And, you know, I was worried about her heart.

25 Q After she passed, have you had any contact with Heather?

1 A On the computer, talking about -- she used to do gems --
2 some kind of gems or something, and we talked about a mother's
3 ring I was going to get made.

4 Q Okay. Did you receive anything from Ms Dawson's estate?

5 A No.

6 Q Do you know if your son's received anything from
7 Ms. Dawson's estate?

8 A I know Brock received some money from Heather; she helped
9 him out with doctors and stuff. And I didn't -- I didn't hear
10 it with my ear, but I heard that she offered Jacob something
11 too. And -- but, you know, I didn't hear that.

12 But Brock told me, you know, that she was going to do
13 this and she was going to do that. And she did mail a check
14 to him. And I begged her not to because Brock is -- has an
15 addictive problem, and I didn't want any money given to him.
16 And she mailed him a check -- a large check.

17 Q Would you recognize that check if I showed it to you?

18 A Yeah, I would.

19 MR. PARKER: Your Honor, if I may approach.

20 THE COURT: Yes, sir.

21 MR. PARKER: Can we mark this as 9?

22 (Plaintiff's Exhibit No. 9, Copy of Check to Brock, was
23 marked for identification.)

24 BY MR. PARKER:

25 Q Ms. Brockman, can you take a look at this and tell us

1 what it is?

2 A It's a check from Heather's account to Jonathan Dawson
3 for -- it looks like 20,000, yeah.

4 Q And you said you would have seen this check, the
5 original, at some point?

6 A Yes. I opened it. It come in a FedEx package, and I
7 opened it. And the check was in there. And, of course, me
8 and Brock argued. I didn't want her to send that check to my
9 son because, you know, he's in trouble.

10 Q Does this, what's been marked as Exhibit 9, has it been
11 altered or changed in any way since you --

12 A I'm sorry; what?

13 Q Has it been changed in any way? Does it appear to be the
14 same as when you received it?

15 A Yeah.

16 MR. PARKER: Your Honor, I move to admit the check as
17 Exhibit 9.

18 MR. SALLEY: No objections, Your Honor.

19 THE COURT: All right. Exhibit 9 -- Plaintiff's Exhibit
20 9 is admitted into evidence.

21 MR. PARKER: Yes, Your Honor.

22 (Plaintiff's Exhibit No. 9 was received into evidence.)

23 BY MR. PARKER:

24 Q What ultimately happened with the check?

25 A I tore it up.

1 Q Why would Brock's check come to your house?

2 A Because he would -- that was what he -- his mailing
3 address. He wasn't always there, but that's where he -- she
4 sent it, was my address, because she had my address, and he
5 would get it there.

6 Q Have you had a chance to review the will in this case?

7 A I have looked over it. It's been a while since I've seen
8 it. Joey sent it to me in an email, and I read over it, but
9 it's been a while, so...

10 Q What was your impression of the will? Did you have
11 any --

12 A I was shocked. In total shock that it had -- that my
13 sons were completely left out, almost like it was on purpose.
14 And Heather got everything, and she was to distribute it, you
15 know, among everybody else, is the way that I was thinking it
16 was going to go. But I was in shock.

17 Q Those were all the questions I have. Thank you.

18 A All right. Thank you.

19 THE COURT: Cross-examination?

20 MR. SALLEY: Yes, Your Honor, if it please the Court.

21 CROSS-EXAMINATION

22 BY MR. SALLEY:

23 Q Let me see if I've got this straight. You were married
24 to the plaintiff's brother; is that correct?

25 A John Dawson, yes. Common law marriage. We were common

1 law married.

2 Q Common law?

3 A Yes.

4 Q Okay. So, you know that South Carolina doesn't recognize
5 common law marriage?

6 A Well, I -- I went to court to get a divorce with him.

7 Q In what state?

8 A In South Carolina, in Lexington.

9 Q When was that?

10 A Oh, I don't know what year -- it's when -- Westbrook.
11 Remember Westbrook? I worked for Westbrook. He paid for it.
12 He paid for the lawyer.

13 Q And that was obviously, before.

14 Did -- you've got two children?

15 A Mm-hmm.

16 Q It's a common law marriage?

17 A Mm-hmm.

18 Q The -- this is the first time you've been in South
19 Carolina in how long?

20 A The last time I was here was when John died, I believe.

21 Q All right. Would that be 2008?

22 A Yes.

23 Q And you received a check -- or your son Brock -- in the
24 amount of \$20,000; correct?

25 A Mm-hmm, yes.

1 Q And it came by USPS?

2 A Yeah, it was FedEx or Priority Mail.

3 Q And you opened it?

4 A Yes.

5 Q And you tore up the check. The check was made out to
6 your son?

7 A Yes.

8 Q And you tore up the check?

9 A Yes, sir.

10 MR. SALLEY: I have no further questions of this witness.

11 THE COURT: Redirect?

12 MR. PARKER: No, Your Honor.

13 THE COURT: All right. The witness may step down.
14 May she be excused?

15 MR. PARKER: Yes, you're honor

16 THE COURT: All right. No objection?

17 MR. SALLEY: No objection, Your Honor.

18 THE COURT: All right. The witness is excused.

19 All right. Counsel?

20 MR. SALLEY: Was the check admitted into evidence?

21 THE COURT: Yes.

22 MR. SALLEY: Okay. Good.

23 THE COURT: I believe it was.

24 MR. PARKER: Yes, Your Honor.

25 THE COURT: Okay. All right. So, it's 12:30. Our next

1 Good deal.

2 All right. Well, we took our lunch recess. Plaintiff
3 ready to call their next witness?

4 MR. PARKER: Yes, Your Honor.

5 THE COURT: Anything for the record that transpired or
6 anything that we need to know about before we pick up?

7 MR. PARKER: No, Your Honor, not that I know of

8 THE COURT: All right. Call your next witness.

9 MR. PARKER: The plaintiff calls Jennifer Dawson.

10 JENNIFER DAWSON,

11 after having been duly sworn, was examined and testified
12 to as follows:

13 THE CLERK: Please be seated. And once you're seated, if
14 you'd please state your name, spelling her last name for the
15 record.

16 THE WITNESS: Jennifer Dawson. D-a-w-s-o-n.

17 DIRECT EXAMINATION

18 BY MR. PARKER:

19 Q May I call you Jenny?

20 A Yes.

21 Q I feel like if I say "Ms. Dawson," we're going to have
22 chaos since we're dealing with Ms. Jane Dawson and the family,
23 so...

24 Okay. Jenny, can you tell the Court where you live.

25 A I live at 129 McGuire Drive, Lexington.

1 Q And how long have you lived there?

2 A 12 years and counting.

3 Q And what kind of work do you do?

4 A I'm a billing supervisor at a dermatology group.

5 Q What is your relationship to this case, to Ms. Jane
6 Dawson?

7 A She is my mother-in-law.

8 Q You're married to my client?

9 A I'm married to Joe.

10 Q Okay. How long have y'all been married?

11 A We've been married nine years tomorrow.

12 Q Well, we'll do what we can to limit your time up here on
13 your anniversary tomorrow.

14 But when did you first meet Ms. Jane Dawson; do you
15 recall?

16 A I do. It was the November of 2011 for Thanksgiving in
17 North Carolina.

18 Q You said North Carolina?

19 A Yes.

20 Q What's in North Carolina?

21 A Joe's family.

22 Q Who would that include, just a brief overview?

23 A His aunts and cousins.

24 Q That would be Ms. Jane Dawson's sisters?

25 A Yes.

1 Q Okay. And their kids, I guess?

2 A Yes.

3 Q Okay. In meeting Ms. Jane Dawson, what was your
4 impression of her?

5 A Sweet lady.

6 Q Do you feel like -- was she close with her family as far
7 as at the time -- had John already passed?

8 A Yes.

9 Q Okay. So, how about her relationship with Joe? How was
10 that?

11 A It was good.

12 Q How often would you see or speak with Ms. Jane Dawson?

13 A After I move down here, once a week. Maybe a couple of
14 times.

15 Q What would be the -- how do you know it's once a week?
16 Is there anything that you're...

17 A We come -- on Sundays, we had dinners together. Usually
18 every Sundays, an early afternoon dinner. It was very, very
19 frequent.

20 Q Where would that take place?

21 A At our house.

22 Q And who would attend those dinners on Sundays?

23 A Just Jane and my husband and I.

24 Q How long did those go on; do you remember -- during what
25 period of time y'all would have had Sunday dinners?

1 A Since 2012 until a few months prior of her death.

2 Q Would she share anything with you about her finances or
3 assets or wishes, those sort of things?

4 A She wanted my help with two things. The one was the
5 bonds. And she wanted help to fill them out as to how she
6 wanted them filled out per speaking with the U.S. Treasury and
7 the accountant. She came over to our house within her
8 schedule to do each and every one of them. It didn't take a
9 day; it took weeks.

10 Q Okay. Let me make sure I'm understanding. So, we were
11 talking -- I think the earlier testimony was that Uncle Paul
12 -- Joe's Uncle Paul passed, leaving bonds. Are those the
13 bonds you're referring to?

14 A Yes.

15 Q And he passed in Delaware?

16 A Yes.

17 Q Okay. And how many bonds are we talking; do you know?

18 A 844.

19 Q So, what's the process, as you know it, as you journeyed
20 it, to transfer those bonds?

21 A You had get a form from the U.S. Treasury to fill out for
22 each bond. You had to fill out the back of each bond with
23 both of their names and their socials. And you had to have
24 death certificates, who were deceased that were named on the
25 bonds at that time to transfer them over to herself and Joe.

1 Q Okay. So, y'all had to do that 840-something times?

2 A Yes.

3 Q And how long did you say it took?

4 A Weeks.

5 Q Where would y'all -- where would y'all do this, this
6 signing and filling in the bonds?

7 A At our house, within her schedule.

8 Q Sure. Would she be present during that time?

9 A Yes.

10 Q And I'm referring to Ms. Jane Dawson. Was she present as
11 y'all were filling out the bonds or doing the paperwork?

12 A Yes.

13 Q Every time?

14 A Every time.

15 Q What do you remember about Joe's Uncle Paul and his
16 estate? Was there any mention or fighting associated with
17 that estate in Delaware?

18 A No.

19 Q Were you involved in that process at all, other than
20 helping with the bonds?

21 A Just the bonds.

22 Q Okay. Were signatures required or was it just putting
23 names and socials?

24 A There were signatures required.

25 Q Who had to sign?

1 A Jane and Joe.

2 Q 840 times?

3 A Yes.

4 Q Okay. And what happened after the bonds were signed?

5 A They had all the legal documentations that were required,
6 and they -- you had to mail them to the U.S. Treasury. And it
7 took them months to mail them back to reissue.

8 Q You-all had paper bonds, and you submitted a transfer
9 request to receive, basically, retitled paper bonds; is that
10 right?

11 A That's right.

12 Q That's not something that's done at First Citizens Bank?

13 A No, not at all.

14 Q I think you said there were two things that she asked
15 you. One was the bond. What was the other thing?

16 A I don't know the exact year, when she asked me, but it
17 was a length of six or seven years, but she asked me -- for
18 her American Express, she needed a contact email, and she
19 didn't have one. So, she asked if I -- if she could use mine.
20 I said, "Yeah, of course." So, that was -- I was just her
21 email contact for American Express for six or seven years.

22 Q What would that -- what would that require from you? I
23 mean, are they sending you notices or...

24 A I would get notices on what they sent -- what the credit
25 card people send out, you know, to your emails. Usually all

1 of it was normal, except for one time there was a fraud alert
2 on a transaction that they stopped, and it was Nolen Pest
3 Control. So, I texted her and let her know, and she goes,
4 "Yes, I'm aware of that. Thank you for letting me know. This
5 is really big." And she goes just, "Thank you."

6 And I gave her the phone number to call American Express,
7 because I can't call for her; it's not my card. And then I
8 got, 24 to 48 hours after that, I received an email from
9 American Express that the email contact was changed to a
10 different email.

11 Q Any idea who that email belonged to?

12 A I don't, but it started with the letter H.

13 Q And when did you receive that notice?

14 A 24 to 48 hours after I told her about the fraud alert.

15 Q Sure. So, my from a month and year standpoint -- and I'm
16 not trying to get into the weeds of the day and time, but can
17 you tell us roughly what year that would have been when you
18 got the fraud alert?

19 A Oh, the year -- it was -- she died March 16th of 2020;
20 correct? 2020? So, it was April or May time of 2020.

21 Q After she had passed?

22 A No, not after.

23 Q The year before?

24 A Yeah, the year before. I'm sorry.

25 Q 2019?

1 A Yep, yes. Yes.

2 Q All right. Were you familiar with her other assets? I
3 mean, you've touched on the bonds and her American Express,
4 but did you know what else she had as far as assets go?

5 A No.

6 Q Would you ever visit her home?

7 A Yes.

8 Q You're familiar with her home?

9 A I am. I am.

10 Q How often would you visit the home?

11 A We -- me and my husband would go over there once a week,
12 especially on the weekends, to help out. I'd clean the house.
13 We'd do yard work. Keep it up for her. You know, she was
14 elder, you know.

15 Q This is in addition to the Sunday dinners at your house?

16 A Yes.

17 Q Okay. Did the home have any significance to you?

18 A Yeah. I was married there. Me and Joe were married in
19 that house. And she always told us "the house would be your
20 guys's" after she passed. And it was a nice, beautiful
21 ceremony.

22 Q Did your visits -- did those ever change, the weekly
23 visits you were mentioning?

24 A Those didn't change until after the car incident in her
25 driveway.

1 MR. SALLEY: I'm sorry; I couldn't hear that

2 THE WITNESS: The incidents changed after the car
3 incident in her driveway.

4 BY MR. PARKER:

5 Q Did you continue to talk to her on the phone or
6 communicate with her via text at all?

7 A Me and my husband both tried to call her, but she would
8 not answer the phone, but she would text us back. Usually,
9 her texts are choppy; she didn't text that well. And then the
10 texts started to be a book, a novel, and it didn't seem right.
11 It didn't make sense.

12 Q Her not answering your calls, is that unusual?

13 A Yes.

14 Q Have you had an opportunity to see the will that's an
15 issue in this case?

16 A I have.

17 Q Okay. And what was your impression of that will?

18 A Everybody was -- the real -- the biological family is all
19 cut out.

20 Q Gotcha. Okay. I think those are all the questions I
21 have. Thank you. Please answer any questions Mr. Salley may
22 have.

23 THE COURT: Cross-examination?

24 MR. SALLEY: If it please the Court.

25 THE COURT: Yes, sir.

1 CROSS-EXAMINATION

2 BY MR. SALLEY:

3 Q You're Joey Dawson's wife; correct?

4 A Yes.

5 Q And he's the plaintiff in this case; correct?

6 A Mm-hmm.

7 Q He's the plaintiff in this case; correct?

8 A Yes.

9 Q You mentioned bonds. Would it be fair to say that
10 Ms. Dawson came to your husband for help after his uncle's
11 death?

12 A Can you repeat that? It was hard to hear.

13 Q Would it be fair to say that Ms. Dawson came to your
14 husband for help with bonds immediately after his uncle's
15 death?

16 A I don't know if it was immediately after, but I know that
17 him and his mother spoke about them and --

18 Q What year was that?

19 A That was 2012.

20 Q That was when?

21 A 2012.

22 Q 2012. And she inherited those bonds in 2012; is that
23 right?

24 A Yes.

25 Q Now, she died in 2019; correct? Or 2020?

1 A 2020. I thought it was 2020.

2 Q And this was eight years before she died; correct?

3 A Yes.

4 Q Is it your testimony that she had the bonds put in both
5 your husband's name and hers as soon as she received those
6 bonds?

7 A Within a few months or so, yes, after she spoke with U.S.
8 Treasury and her accountant.

9 Q Now, that -- the testimony you gave about transferring
10 the bonds, that was a result of the bonds being transferred as
11 a result of your -- his uncle's death; correct?

12 A Yes.

13 Q The -- do you know the amount -- those bonds are worth
14 right now about \$500,000; is that correct?

15 A I couldn't know, because they collect interest through
16 the years. They accumulate interest. So, there's no, like,
17 solid, final amount on that.

18 Q Right. But, I mean right now, how much are those bonds
19 worth?

20 A I have no idea.

21 Q Would it be more than \$500,000?

22 A I have no idea.

23 Q You have no idea.

24 Are you aware of any conversation between Ms. Dawson and
25 your husband concerning the removal of those bonds from her

1 safety deposit box?

2 A Yes.

3 Q She was pretty upset about that, wasn't she?

4 A I -- I never talked to her.

5 Q You never talked to her about that?

6 A No.

7 Q Did you overhear any conversation between your husband
8 and Ms. Dawson?

9 A Yes.

10 Q And did it -- did you hear both sides of the
11 conversation?

12 A I could hear her on the other end through the phone.

13 Q Were those conversations pretty heated?

14 A Yes and no.

15 Q When you say "yes," what do you mean by "yes"?

16 A Well, it started out calm, and then it didn't end so
17 calm.

18 Q You said Ms. Dawson was obviously pretty upset about the
19 transfer of those bonds to your husband at the time?

20 A No, she -- she already knew. When we filled them out,
21 she already knew what she was doing back in 2012. She came to
22 my house for weeks to fill them out.

23 Q What was she upset about?

24 A They were also Joe's property, and I guess she was upset
25 that she took them out.

1 Q That who took them out?

2 A Joe.

3 Q So, Ms. Dawson was upset that Joe had removed the bonds;
4 correct?

5 A Correct, because it has his social on them, after he
6 found out that Heather was power of attorney.

7 Q And your husband still has possession of those bonds; is
8 that correct?

9 A Yes.

10 Q You mentioned fraud and I believe it was -- was it an
11 American Express account?

12 A Yes.

13 Q He mentioned your fraud on an American Express account?

14 A Yes.

15 Q Do you know where the fellow by the name of Eric -- Eric
16 Nolen (ph) was the one that had taken -- had committed that
17 fraud?

18 A Yes.

19 Q So, you're not saying that Heather committed that fraud
20 in any way, are you?

21 A No, but I wouldn't know.

22 Q Well, you just said no, and you said that Eric Nolen (ph)
23 had done it?

24 A That's what the fraud alert was, the name of the pest
25 control company, yes.

1 Q All right. Thank you. I don't believe that -- when did
2 they fall occur?

3 A The fall?

4 Q Right. The incident with the car.

5 A I don't remember the exact date when it happened. It was
6 springtime, I believe, in 2019.

7 Q Sometime in 2019?

8 A In the springtime, I believe, yes.

9 Q Could it have been February or March of 2019?

10 A I'm sorry.

11 Q Could it have been February or March of 2019?

12 A I don't know.

13 Q Was that about the time that Ms. Dawson learned that your
14 husband had the bonds?

15 A What was that again?

16 Q Would that have been about the time that your husband --
17 that Ms. Dawson learned that your husband had the bonds?

18 A Not at the time of the accident.

19 Q Sometime before that?

20 A After.

21 Q After that?

22 A Yes.

23 Q About the time that you stopped having a relationship
24 with her?

25 A No one could get a hold of her.

1 Q All right. Thank you.

2 MR. SALLEY: I don't believe I've got any further
3 questions.

4 THE COURT: All right. Redirect?

5 MR. PARKER: No, Your Honor.

6 THE COURT: All right. The witness may step down. Thank
7 you.

8 MR. PARKER: I call the plaintiff at this time —

9 THE COURT: Next witness. All right.

10 MR. PARKER: — Joseph Dawson, Jr.

11 JOSEPH DAWSON, JR.,

12 after having been duly sworn, was examined and testified
13 to as follows:

14 THE CLERK: Please be seated in the witness stand. Once
15 you are seated, if you'd please state your name and spell your
16 last name for the record.

17 THE WITNESS: Joseph Richard Dawson, Jr. D-a-w-s-o-n.

18 DIRECT EXAMINATION

19 BY MR. PARKER:

20 Q Mr. Dawson, may I call you Joe?

21 A Yeah.

22 Q Okay. Joe, where do you live?

23 A 129 McGuire Drive, Lexington, South Carolina.

24 Q How long have you lived there?

25 A Since January of 2012 when we closed on the house.

1 Q Who lives there with you?

2 A My wife Jennifer.

3 Q Okay. And do you guys have any children?

4 A No.

5 Q Where did you grow up?

6 A Mostly in Three Fountains outside of South Congaree. I
7 lived over in the Irmo area until I went in the second grade,
8 and then we moved over there and -- well, actually seventh
9 grade, not second. We moved over there when I was in middle
10 school, and I stayed there through high school until now,
11 until I went to Tennessee.

12 Q Where did you attend high school?

13 A Airport High School.

14 Q When you were working, what kind of work did you do?

15 A Before I retired?

16 Q Yes, sir.

17 A Yeah, I ran a mold remediation and water damage company.
18 We did air tests, we did remediation. Just anything to do
19 with mold, to get rid of it.

20 Q We heard the name of a company earlier, Ahold of Mold.
21 Is that your company?

22 A Yeah.

23 Q Did you have anybody with you in that company as far as
24 other co-owners, partners, or anything?

25 A Well, when we first started out, the whole way we got

1 started, my cousin, in 2014, he has a company in New York and
2 Pennsylvania, and he had been trying to get me to, you know,
3 start one here. And we had already started the paperwork and
4 stuff, and then we had the flood of 2015, in October. And we
5 were just starting to get into business and we just got a ton
6 of calls. I mean...

7 Q [Indiscernible.]

8 A Yeah. Well, we didn't plan it that way.

9 Q Okay. Well -- sorry; I got sidetracked there.

10 Let's get back to -- we've established Jane Dawson, who
11 we're here to talk about, is your mother; correct?

12 A Right.

13 Q Okay. And we have given the whole family dynamic a few
14 times. Do you agree with that? Your mother was widowed, and
15 your father passed in 2006, and your brother passed a few
16 years later, and he had three children?

17 A Yeah.

18 Q Are we all good there?

19 A Yeah. It was 14 months exactly. He passed away in
20 January. My dad passed away in September the previous year.

21 Q At what point do you remember Ms. Heather Pounds coming
22 into the Dawson family?

23 A Well, Heather's mother worked for my parents for years
24 and years. Now, to go back to the very beginning?

25 Q Sure?

1 A Okay. Well, my brother, when he was 12 and 13, he was --
2 got into drugs real bad, and my parents sent him to Camden
3 Military Academy. And that was in his eighth grade year.
4 They sent him up there, and he ran away three times. And they
5 wouldn't let him come back the next year.

6 So, John came to live with me in Lexington, and he went
7 to Lexington High School in the ninth grade. The problem I
8 had, I came home toward the end of the school year, and I had
9 a house full of teenagers drinking beer and smoking cigarettes
10 and everything else.

11 And I called my mother -- I ran them out, and I called my
12 mom and said, "I can't do this; you're going to have to take
13 him back."

14 So, he ended up going back to Three Fountains, which put
15 him in Airport High School for the next year, and he was 15.
16 And that's when he met Heather's mother, Jennie.

17 Q Okay. Do you know how they met?

18 A Well, yeah. He came back to this side of town or that
19 side of town -- we tried to keep him from over there -- and he
20 started the drugs again. And from what I understood from --
21 he was buying stuff from Gary Hutto, Heather's father. And,
22 at the time, his wife, Jennie, was pregnant with Heather. And
23 I don't know how they all got started seeing each other and
24 stuff, but that's how John met Heather's mom. And that's how
25 that all got started.

1 Q Did they ultimately get married?

2 A Yeah.

3 Q Do you know when that was?

4 A It was some years later. I was there. It was in my
5 mother and dad's house at the lake.

6 Q Sure. But, I mean, Heather was saying earlier, from the
7 beginning, from the time she was born, she was part of your
8 family. I mean, that tracks with what you're saying? Your
9 brother started dating her mom when she was pregnant with
10 Heather; is that right?

11 A Yeah.

12 Q Okay. So how often would you see Heather?

13 A Well, like I say, a lot of times when I saw Heather, it
14 was in my parents' office because her mom worked for my
15 parents for years, and she was there, you know, after school
16 or whatever; different reasons, I don't know. You know, she
17 did come up to the lake sometimes, yeah.

18 Q When you say "the lake," what does that mean?

19 A Well, my parents had a lake house before they lived in
20 Gilbert, and back when all the kids were young -- Jacob,
21 Brock -- they would come up there and swim and play basketball
22 and everything like that. They lived on the lake. They had a
23 dock and everything.

24 Q Did Heather live with your parents at any point in time?

25 A No, huh-uh.

1 Q What was your relationship like with your parents? Were
2 y'all close?

3 A Yeah. I mean, we spent holidays together. We did all
4 kind of -- I came down -- I'd take vacation and come down to
5 help my dad, you know, stain the log house and stuff. We were
6 fine.

7 Q How about with your brother John? After you kicked him
8 out of the house, did y'all kind of --

9 A Do what now.

10 Q After you kicked your brother out of your house, did
11 y'all continue to have any type of relationship after that?

12 A Well, yeah. I just couldn't have him living there. I
13 had a roommate that that guy said, "I'm moving out." And I
14 had to put a stop to all of it.

15 Q I understand, at some point, you referencing coming back.
16 So, at some point, you left the area -- the Lexington County
17 area or South Carolina?

18 A Yeah, I moved to -- in 1996, I moved up to North Carolina
19 and went to work for Pharr Yarns textiles in McAdenville,
20 right outside of Charlotte. And I stayed there for several
21 years. And then I got a job offer in Tennessee with Kodak in
22 Mountain City, and that's when I relocated to Tennessee and
23 took that job. And I stayed up there until my father died in
24 2006.

25 Q Okay.

1 A So, basically, I was gone for about 10 years all total.

2 Q Would you still see your parents and your brother?

3 A Oh, yeah.

4 Q Other than the -- I know you said you came back once to
5 help stain a log cabin. Were there other occurrences?

6 A Well, yeah, they came to Tennessee. My mom and dad and
7 Jacob came up one time. And, you know, they -- it was a lot
8 more me going down there because it was easy for me just to
9 come by myself.

10 Q You mentioned your dad passed. I think you said that was
11 2006. Does that sound right?

12 A Yeah, the end of 2006.

13 Q There was an incident described earlier where you and
14 your brother got kicked out of the hospital. What do you
15 remember about that?

16 A Nothing.

17 Q Meaning you were intoxicated to the point you don't
18 remember, or meaning it didn't happen?

19 A It didn't happen.

20 Q Do you recall any incidents at the hospital?

21 A No, the only -- I spent the day at the hospital when my
22 dad had cancer, and he had an operation they call a whipple,
23 where they take quite a few different organs out, not whole
24 organs but -- and, yeah, I was at the hospital all day with
25 him because somebody had to be there too, you know -- because

1 they were operating, and I was only one there. And I was
2 there for all of that.

3 But other than being at the hospital, the times I would
4 come down, you know, he was home at the time other than, you
5 know, my mom asked me would I go to the hospital. So, I drove
6 from Tennessee and stayed until he got all that done.

7 Q What about the trip from Tennessee? There was an
8 incident described earlier about you being arrested in
9 Newberry. Do you remember anything about that incident?

10 A Yes, I remember it exactly.

11 Q Can you tell us your story of the events?

12 A All right. I had two vehicles in Tennessee. I had a
13 nice, newer truck, and I had an old Chevy truck. I put the
14 Chevy -- the old -- the new truck was in the shop. So, when
15 they called me and said I need to get down from my dad, I
16 didn't have the new one; I had to drive the older truck.

17 When I got into Newberry -- or outside of Newberry,
18 there's a rest stop. I stopped there to call my mom because
19 the lights had started to flicker; I wasn't sure what was
20 going on, and it was, like, 12:00 midnight or something. So,
21 I called to let her know, and I told her I thought I could
22 make it on there.

23 And I got on the other side of Prosperity on the back
24 roads, and the truck finally just died. So, I was on the side
25 of the road. I had the hood up. There's nobody out there.

1 And a patrol car came down the road, and he stopped to help
2 me. And I told him what was going on and all this.

3 And, naturally, it's a two of us out in the middle of
4 nowhere, I guess he checked -- I had a Tennessee driver's
5 license. He checked and, I don't know, it was like 10 years
6 earlier or something, before I left South Carolina, I owed
7 fines on a driving under suspension that I didn't pay.

8 So, he said, out of state, he couldn't let me go; I would
9 have to go down to the police station and make arrangements to
10 pay \$1,500. And that's what happened.

11 And all I needed was somebody to come down there and get
12 my debit card and go get \$1,500 and I could leave. And, for
13 some reason, Heather showed up with a bail bondsman. And the
14 people at the jail said, "Why did she bring a bondsman?" I
15 said, "I don't know."

16 But, at the time, I just gave the bondsman \$200 and got
17 out, and I went back and paid the ticket, and that was the end
18 of it. There was no drunk DUI or nothing involved.

19 Q Okay. So, your dad passes. Who handles his estate?

20 A My mom handled all of that. I had nothing to do with
21 that.

22 Q Do you know if she used a lawyer?

23 A They used -- gosh, he's a -- I can't think of his name.
24 The highway's named for him over here. His dad was -- oh,
25 gosh.

1 Q That's okay?

2 A Something -- I can't think of his name. You would know
3 if I told you.

4 Q Would --

5 A Bates. Lester Bates.

6 Q Okay. With your dad's estate, did he have a will; do you
7 remember?

8 A Yeah, he had a will.

9 Q And do you know if the will was prepared by a lawyer?

10 A As far as I know, everything they ever did was prepared
11 by lawyers, because they ran an advertising agency. And every
12 client they had, they had legal contracts with to do the work.
13 So, everything went through a lawyer; they didn't do anything
14 themselves. Plus he's on retainer to do stuff.

15 Q Sure. Do you know if your mom had a will at that time?

16 A Well, their will is together, my mom and dad's. So, he
17 passed, and I guess she made another will. And as far as I
18 know, she went to Lester Bates, Jr., again and done it. I
19 think he's retired now, but...

20 Q And that would have been around 2006?

21 A Yeah.

22 Q What was your involvement, either with their dad's estate
23 or following your dad's estate, with her mom? I mean, you
24 said you were called back to town. Tell me about that.

25 A Well, the thing was, my dad passed away and my mom, with

1 her health and stuff, she couldn't really take care of herself
2 and her property and washing the car, doing stuff like that.

3 And my brother, at the time, was working at Hall, and he
4 asked -- he got a job offer there. And then when I reloaded
5 -- relocated here, then I started helping her with her
6 finances. Not all of them, but her -- they had money through
7 A.G. Edwards, and it was really, really too high risk. And
8 the first time I looked at it, she had lost about \$40,000. So
9 we went to A.G. Edwards and we shut all that out, and we moved
10 it into First Citizen's in a retirement account that was safe
11 for her. That's the first thing I ever did that had anything
12 to do with finances, just advising of what to do.

13 Q What do you mean by "safe for her"?

14 A Well, it was a high-risk investment account, and she was
15 retired. She didn't need to be getting into that. And it was
16 a good thing we did, because the housing market fell out in
17 2008, and she'da probably lost half her retirement.

18 Q After your father passed, was there any point in time
19 where your mom received any other assets?

20 A Like?

21 Q Well, just -- so, it sounds like you set her up for a
22 retirement account. She's kind of -- she set now that your
23 dad's passed and got all the assets. Was there any point in
24 time where that changed, where she received an additional sum
25 of assets? We've talked about things like bonds and those

1 sort of things.

2 A Well, not until Paul died.

3 Q Okay. And when did he pass; do you remember?

4 A He died in September of 2011. I'm pretty sure that's
5 right.

6 Q And where did he live?

7 A He lived in Bear, Delaware.

8 Q What was your involvement with Paul's estate?

9 A Well, when he passed away, me and my mother flew up to
10 Delaware, and we went and we hired an attorney named David
11 Williams in Wilmington. And we took everything there that we
12 had with the will, and the will stated that if my mother
13 couldn't, you know, execute the will, that it went to me after
14 that.

15 And she couldn't -- there was a lot of trips that we had
16 to make back and forth to Delaware to fix up the house, get
17 the property sold. So, she couldn't travel back and forth,
18 and, you know, she was in no condition to do all that, plus
19 she didn't know how to renovate a house. I had to go up there
20 and hire contractors, landscapers, and everything.

21 Q Why couldn't she travel?

22 A She didn't want to, for one thing. It was more of a
23 choice. I mean, she could have done it, but...

24 Q So she declines to serve and ---

25 A Yeah.

1 Q --- and you ended up serving as a executor or personal
2 representative ---

3 A Right.

4 Q --- [indiscernible] in Delaware?

5 A Yeah.

6 Q What was your brother's estate plan? Where did his
7 assets go per his will?

8 A My brother?

9 Q No, I'm sorry. Your Uncle Paul?

10 A Paul, okay.

11 Q I said "brother." I apologize.

12 A Well, he had the will, and basically, it was pretty cut
13 and dry. Everything went to my mom. And then if something
14 happened to her, it went -- well, he changed his will before
15 he died, not long. He changed his will when my brother was
16 still alive in 2008. It used to be half went to John and half
17 went to me. But, for some reason -- and I don't know if it
18 was something that happened between John and Paul or
19 whatever -- he changed the will, and he still left the half to
20 me, but John's half, he split it up into four 25 percent
21 checks -- sections. One was John, one was Jacob, one was
22 Brock, and one was Janie; I'm assuming he just wanted to make
23 sure John's kids got money.

24 Q All right. But none of that played out because your mom
25 was survived; right?

1 A Right.

2 Q Your mom was the ---

3 A Yeah, she was alive.

4 Q --- the executor of your uncle's estate. Okay.

5 Do you recall what assets were transferred at the time
6 from your Uncle Paul's estate to your mom in 2012?

7 A Well, yeah. David Williams, the lawyer up there, said to
8 -- gave us a lot of good advice. But one thing they said is
9 create one account and take everything from the estate through
10 that account and only things that come out of it; that way,
11 you don't get it mixed up with other monies and stuff. So
12 that's why we created the account in 2012, so we'd have a
13 place to put that. Because David Williams was handling it
14 all. We didn't know what Paul had. He had annuities we knew
15 nothing about, stuff like that. And it all came here and then
16 was transferred into my mom's personal account after that.
17 That way, we could keep a clear record on what went where.

18 Q All right. Let's touch on the bonds, because that's been
19 a big issue today. Walk us through what transpired with the
20 bonds. Because it sounds like your uncle had a heck of a
21 collection.

22 A Well, if you want to -- I have to start from the
23 beginning on that, too, kind of.

24 Q Okay.

25 A All right. In Feb- -- I was born in January of 1961, and

1 the following month, my brother -- or my Uncle Paul started
2 buying savings bonds where he worked. Back then, you didn't
3 have a 401(k); that was your retirement. Well, one of the
4 reasons is he had no children; I was the closest thing really
5 he had to a son ever. And he never married.

6 And when I was born, they said he started buying bonds
7 for my education. And we were all under the impression that
8 he quit buying bonds at a certain point because I -- I grew up
9 and went to school through the company I worked for. I didn't
10 need them. And he told my dad that he was going to cash them
11 in and buy CDs with them, certificates of deposit.

12 Well, he never did that. Paul was old-school. He had
13 been in the Navy and everything else, and Korea. He kept
14 buying bonds. So, he bought bonds from February of 1961
15 continuously until -- I think it was 2002 was his last one.
16 So, for 41 years, he bought bonds, and nobody knew he had
17 them.

18 Q Do you recall how many bonds he had when --

19 A 844 all together.

20 Q And what happened with the bonds?

21 A Well, those bonds take 30 years to mature. They come to
22 face value in 14 years, but they earn 4 to 8 percent interest
23 over the next 16 years. Well, you can't transfer bonds that
24 are mature. So, 20 years of them -- because this was -- we
25 had to just cash in the first 20 years of bonds, and they went

1 straight into my mom's account at the bank. That was --

2 Q [Indiscernible] but what are we talking about
3 number-wise?

4 A I'd have to look at some old bond reports. It wasn't as
5 much as the second 20 years, because he bought more expensive
6 bonds later in life. I could speculate, but I don't even know
7 if I'd be close.

8 Q We keep hearing the \$500,000 number.

9 A Well, yeah, that's all -- there's nothing to that.

10 Q Well, tell us why.

11 A Well, she got all -- the 20 years of bonds, she got in
12 the first place. Then, since she was still living and that's
13 -- like I say, that's why my name was on them, because that's
14 -- it gets into taxes and everything. I don't know if you
15 want to sidetrack into that right now or just stay on point
16 with what happened to them.

17 Okay. We cashed them in. Now, when I took the bonds out
18 of the safe deposit box, there was approximately \$250,000
19 worth of bonds.

20 Q So, you jumped ahead to what date? When did you remove
21 them from the safe deposit box?

22 A When the accident happened in May of 2019.

23 Q All right. So, let's back up a minute. Your Uncle Paul
24 dies. You cash in 20 years' worth of bonds. What happens
25 with the remainder of the bonds?

1 A Okay. The remainder of the bonds, she had an accountant
2 that they had used when they ran their business, and we went
3 to his office. And we talked to him about what to do with the
4 money that was coming in, and he advised us how to do the
5 bonds based on the taxes it was going to cost her if she put
6 them in her name only. Because, as a beneficiary, I can't use
7 my social security number.

8 So, any bonds that got cashed in went straight on her
9 social security tax returns and stuff. What that would do,
10 she'd have to pay taxes on all the interest as income tax.
11 Then, it would cause -- this is -- this is what I understood.
12 And then it would cause her to pay up to 85 percent taxes on
13 her social security she was drawing, and it would also
14 negatively affect her Medicare. It's just three ways it was
15 going to affect her. If I cashed them in, I just paid the
16 taxes, and we split the bonds in half?

17 Q That was y'all's arrangement?

18 A Yeah, that was our arrangement. After she got the first
19 20 years and we transferred them all over, we knew she --
20 there was going to be some years in there she was alive, so we
21 made -- made that way to keep her from getting hurt on the
22 taxes, and we'd split the money in half because me and my wife
23 were paying all the taxes. And most -- some of it went to pay
24 the taxes I have.

25 Q You described an extensive process for transferring

1 bonds. Can you speak to that? Was that an accurate
2 description? Can you kind of give a --

3 A Yeah. Well, you have to get the paperwork from them
4 first. And each individual bond has a serial number and an
5 allocation, and it's also got people's names, and some of them
6 had my grandmother's name, some of them had my dad's name.
7 So, you have to provide proof that all these people are
8 deceased. And then you've got to fill the paperwork out.
9 And then you've got to fill every single bond out.

10 Now, cashing in for the bank wasn't so bad because we
11 took them to the bank, and the lady could only handle, like,
12 15 a week because there was so much to do and the money went
13 straight to my mom.

14 But transferring them, you know, we had to mail them into
15 the Treasury, and then the Treasury has to reprint them and
16 mail them back to you. And this was a whole bunch of bonds.

17 And, at the same time, the other reason we did it like we
18 did is because my mother did not -- she couldn't do electronic
19 bonds, and they were in the process -- Treasury told us they
20 were in the process of stopping printing paper bonds. So, in
21 other words, we put us both on there so, if something
22 happened, one of us would be able to keep the bonds and not
23 have to have them reprinted and all that stuff, because she
24 couldn't have handled doing it if something happened to me.
25 She would have had to go electronic, and she didn't have any

1 way to do that.

2 Q Was your mom involved in that -- in that process?

3 A Oh, yeah. She filled them out. Her and my wife sat at
4 the kitchen table for days. And all I basically did -- I was
5 running a business seven days a week at the time, and I would
6 come home and -- all I had to -- they had them filled out, and
7 I would sign my name on the back of the bond. That's all you
8 had to do.

9 Q We heard earlier that the money that was cashed in was
10 used to buy you a house. Can you speak to that?

11 A Yes, I can speak to that. All right. Once again, I got
12 to start at the beginning, and I'm sorry it takes so long.
13 All right. I was living here. I met my wife now. And we
14 decided to get married and everything.

15 So, we started looking for a home. She was in New York
16 because she still was working up there, so I was looking for a
17 home. And, about that time, Janie, my granddaughter or my
18 niece got pregnant, and she was still in high school, with
19 Trent, her son.

20 Well, my mom was really worried. I was looking for a
21 house, and I had that mobile home, which wasn't all that
22 expensive. It was a nice, new one. I think it was about
23 probably \$19,000 at the time, and I owed a little bit on it.
24 And I told my mom, "Well, if you want to help her out, since
25 she's in this position, I'll sell you the mobile home where it

1 is" -- and it had a yard and everything. And I'll -- me and
2 my wife took that money and put it with what we already had,
3 and we went to -- we found the house, we took it for a down
4 payment, and we took a 15-year mortgage out at First Citizens
5 Bank.

6 Q Okay. So, the money was used to purchase your mobile
7 home for Janie?

8 A No. I purchased the mobile home -- oh, yeah, she
9 purchased it from me. Yeah, yeah, yeah, from me.

10 Q And then you rolled the sales proceeds into the purchase
11 of your existing home?

12 A Yeah, the one we're in now. We bought it and -- helped
13 us out with getting the payments lower, but I was going to
14 sell it anyway to somebody.

15 Q We were told that you also -- your mom also bought the
16 business for you, Ahold of Mold, I guess it was?

17 A No. All she did, she made a loan to us to buy a Ford
18 E350 van. I found it out of Charlotte. And we had it for a
19 good while, and a guy ran into the back of it and totaled it.
20 So, the insurance paid the van off. And she had a loan on it,
21 so she got paid the remainder of it.

22 Q She was a lienholder or had some secured interest in it?

23 A Yeah. I think I still got a copy of the lien. But once
24 it was totalled, that was it.

25 Now, I did do this: I bought the back -- the van from

1 the insurance company. And I do body work, and I fixed it
2 myself.

3 Q But they had nothing to do with your mother?

4 A No, huh-uh. No.

5 Q All right. After the transfer from your Uncle Paul to
6 you and your mom, what happens with the bonds? Where are they
7 stored?

8 A We put them in a joint safe deposit box.

9 Q Where?

10 A First Citizens Bank, where we all did our business.

11 Q When? Do you recall a year?

12 A Probably it -- at the end of 2012, somewhere in there,
13 because the bonds were done by the end of 2012. So I know it
14 was in that year. That's when we started them and finished
15 them both.

16 Q Over the years, would y'all -- would you and your mom
17 access the bonds?

18 A Not unless one became mature. There was no reason to
19 access them. I mean, she had other stuff in the box, and I
20 had some stuff in the box too. We'd go in the box, but we
21 didn't mess with the bonds. When I put them in there, I took
22 each year and put it in an envelope and wrote the serial
23 numbers, the amount, and everything on the envelope, and then
24 I sealed it and Scotch-taped it shut so anybody -- you'd know
25 right away if somebody messed with them.

1 Q How would you keep track of when a bond was mature?

2 A I had a bond report that I generated once a year so she
3 could see what was going on.

4 MR. PARKER: Your Honor, if I may approach.

5 THE COURT: Yes, sir.

6 (Plaintiff's Exhibit No. 10, Bond Report, was marked for
7 identification.)

8 BY MR. PARKER:

9 Q Joe, if you'll take a moment and look at that document
10 that's been pre-marked as No. 10. Can you identify this
11 document?

12 A Yeah. This is a bond report I created in 2019.

13 Q You created this?

14 A Yeah.

15 Q How often would you update it?

16 A Once a yea.

17 Q Okay. So, this is January of 2019. This is the last one
18 you did?

19 A Yeah. Well, that's right before all this other stuff
20 happened. There wasn't much sense in making one after that.

21 Q Okay. Over the years, when you provided these reports --

22 MR. PARKER: Well, first, Your Honor, I like to move the
23 -- admit this as an Exhibit 10, the bond report.

24 MR. SALLEY: Without objection.

25 THE COURT: All right. Plaintiff's Exhibit 10 is

1 admitted into evidence.

2 MR. PARKER: Thank you, Your Honor.

3 (Plaintiff's Exhibit No. 10 was received into evidence.)

4 BY MR. PARKER:

5 Q Over the years when you would provide these to your mom,
6 did she ever express any concern?

7 A What? If we cashed them in?

8 Q Yeah. So, when you'd give her this report and say, "Hey,
9 here's" --

10 A Oh, oh, when I give her the report. Oh, okay. I'm no
11 hearing. I got hearing loss. Having a rough day with that.

12 Yeah, she never had a concern. I mean, she could compare
13 it to the previous year, and it tells you right here which
14 bonds -- and I had the -- the years are in black and white. I
15 had everything color-coded so she could follow it easier than
16 trying to just look at the numbers and what was written there,
17 so everything was attached by different colors.

18 Q Okay.

19 A And I broke it down to the value of the bonds; the
20 taxable value, which is interest; the grand total. Because,
21 see, this is 2019, and the grand total tells you right there:
22 276,000.

23 Q At what point did your mom first express concern about
24 the bonds?

25 A Well, right after I found out about my mom's accident and

1 nobody told me she had it or she went to the hospital or
2 anything. That's when I got concerned, because I knew
3 something wasn't right.

4 Q So, what did you do? What happened next?

5 A Well, I called -- my brother had used Theo Williams years
6 before, so I know who he was. And I called his office and I
7 made an appointment to go in and see what I could get done
8 here because, you know, my family, we've already been through
9 one death from somebody -- an elderly person driving a car.
10 My wife's grandfather pulled out in front of a car, and his
11 wife was in a coma for three days and she died. And then we
12 found out he had dementia problems and all. So, that was a
13 concern with us. I'm sorry, what was that?

14 Q The question was, what prompted you to go to a lawyer?

15 A Oh, yeah, yeah. Well, it wasn't right. I mean, I should
16 have been notified. And she was out of the hospital and back
17 home and sent me a picture of herself and told me what
18 happened. I had no idea. Because she should have went to the
19 hospital right away with her health condition, but she didn't
20 go until, what, 3:00 or 4:00 that morning.

21 Q What did you do after consulting with a lawyer?

22 A Well, when I first went in, I explained my situation to
23 her. I can't think of her name; the lady that's there. I
24 explained the situation, and I said, "And they're kind of
25 cutting me out of things. You know, I don't understand it"

1 and all this.

2 And it was her idea; she said, "Well, let's see if they
3 have done anything." So, she left the room and went wherever,
4 and she came back and she had something in her hand. And the
5 day -- I think the day or two days before I showed up to the
6 lawyer's office, there was a power of attorney for Heather to
7 have general power of attorney, which was bad enough, but then
8 when I looked at the bottom of the page and saw her Aunt Donna
9 McLees did it, you know, notarized it, that really shook me
10 up.

11 And the lawyer explained to me that this is a general
12 power of attorney; it's not limited. And that's when she
13 explained to me, if I had -- like, the bonds in the safe
14 deposit box, and my name is on them as a legal owner, she
15 said, you know, power of attorney can go in there and do
16 anything.

17 So, I went and took them out. And when I went to the
18 bank -- I left the attorney's office. I went to the bank, and
19 the first thing I did was check her bank accounts, and all
20 three of her bank accounts -- and I was joint on all three of
21 them -- had been drained down and closed out. So, there were
22 no more accounts open.

23 Then I went into the safe deposit box, and I was going to
24 remove the bonds regardless, but when I got in there, I found
25 out that the envelope had been torn into, and the next three

1 years worth of bonds were gone. And I didn't know where they
2 went or who took them. So, I took them all out and I locked
3 them up at home in a safe until I could figure out what was
4 going on.

5 Q Do you know what happened to those missing bonds?

6 A Yeah.

7 Q Can you tell us?

8 A Yeah. They're in the bank. - and the bank records from
9 2019, in January, there's pictures of them, one right after
10 the other, thousands of dollars worth of bonds. And they were
11 all cashed in before they earned their interest, and she had
12 to pay -- caused her to pay 1700 extra dollars in taxes.
13 That's also in the -- that's also in the bank records, the
14 check to the IRS for \$1,700-and-some-odd dollars.

15 Q Did you attempt to address your concerns with your
16 mother?

17 A Oh yeah.

18 Q What efforts did you make?

19 A Well, when I found out about the power of attorney, I
20 sent her a copy of it, and I said, "This is not -- you don't
21 want to do this." And I explained to her, you know -- and she
22 said, "Well, I can't read all of this in a text message."

23 So, I said, "Well, I'll send you a copy of it."

24 Well -- and I explained to her what this meant, and she
25 told me that -- I think she text me that she had a lawyer on

1 Calhoun Street, and she was going to go see her lawyer about
2 getting it straightened out like she wanted it.

3 And I texted her back and said, "Okay. Have your lawyer
4 call me so I can explain it to him." Well, I never got a call
5 from a lawyer. I don't know if it was made up. I don't even
6 know if it was her texting me that.

7 Q Why do you say that? Why would you suspect that it
8 wasn't her?

9 A Well, like I say, you know, we noticed right up -- or I
10 noticed, but right up till this all started, my mom -- she
11 sent me a picture of the accident; she wasn't trying to keep
12 it a secret. And she told me what happened, and -- let me get
13 back. This is so much to try to remember. I'm sorry, Greg.

14 Q No, it's -- you're all good.

15 We were talking about the efforts you made to contact
16 your mom?

17 A Oh, yeah. Well, yeah, because it was -- I talked to her
18 everyday, and I know that for a fact because my -- I started
19 out when I was a little boy watching Jeopardy with my uncle in
20 Belmont when it was in black and white. And we watched it --
21 and my mom and dad watched it, and it used to be kind of a
22 deal. So, she didn't want you to disturb her during Jeopardy,
23 but I would always call her when they asked the final
24 question, because we would compare -- see who was right, you
25 know, and try to guess it, and then we'd hang up real quick.

1 So, yeah, I talked to her at least that much every single
2 day, except on the weekends. I saw her then.

3 Q Yeah. Your wife describes Sunday dinners. Do you recall
4 those?

5 A Oh, yeah. And she didn't like to cook at her house, so
6 she would come there and eat.

7 Q Well, what about after you addressed the concerns with
8 the bonds? Did y'all talk on the phone or have any other
9 conversation?

10 A No, that's what I say, she quit answering the phone, but
11 she would text. And her texts changed because she wasn't --
12 she hadn't had a smartphone that long. She tried one; didn't
13 like it. Went back to a flip phone. Then she got another
14 smartphone.

15 And I don't know if it's voice texting, I guess, but
16 she'd send, like, two or three sentences, and they had a bunch
17 of mistakes and stuff in them, or I'd have to call her and
18 find out what she was talking about sometimes.

19 And then, after the accident, we started getting these
20 text messages more like three or four paragraphs with no
21 mistakes in them. So, either she learned real quick or it
22 wasn't her.

23 Q Did you attempt to see her at any point in time after the
24 bonds --

25 A Nope. I wasn't going up there.

1 Q Why is that?

2 A It's a house full of people that were doing it. It
3 wasn't just Heather. Eric and Janie were up there. There was
4 a whole group of people.

5 And as far as I know, from seeing on Facebook, they had
6 weapons. Heather's husband, Frankie, had a weapon. I wasn't
7 going up there and putting myself in any kind of position on
8 that property.

9 I went to lawyers one after the other trying to get some
10 help, but I'd never go up there. And I hadn't been back
11 since.

12 Q How did you learn that your mom passed away?

13 A Well, it was a Wednesday morning, and my cousin that
14 lives in Boiling Springs, North Carolina, called me, and she,
15 evidently, had seen something on Facebook because they're all
16 -- you know, Facebook is all connected.

17 Anyway, and she called me to ask me about it and tell me
18 what she saw, and that's how I found out my mom had passed
19 away. And that was two days after she died.

20 Q She died on a Monday and the call came on a Wednesday?

21 A Yeah, from my cousin in North Carolina.

22 Q Were you able to assist with the funeral arrangements?

23 A Well, the first thing I did was go to the courthouse here
24 to see what I needed to do, that my mom had passed away. And
25 at the time, the doctor was in quarantine for COVID. This is

1 in March of 2020.

2 Q The doctor?

3 A Huh?

4 Q You said the doctor?

5 A The doctor was quarantined. Her doctor was quarantined
6 -- the one that had to fill the death certificate out was
7 quarantined, and she couldn't fill the death certificate out.
8 So, the courthouse said -- the Probate Court said you have to
9 have that to submit a will.

10 And they told us at the time that no will have been
11 submitted, and that was on Wednesday. So, I don't know, maybe
12 they got a slow process of recording submitted wills.

13 So, I didn't -- at the time, I didn't even know where her
14 body was. And the lady at Probate Court said, "Well, the best
15 I can tell you to start would be to call funeral homes" or to
16 see what was going on there.

17 Well, I called -- the third one I called was Barr-Price.
18 And a guy answered the phone, and I identified myself, I said,
19 "This is Joe Dawson." And he said -- right then he said,
20 "I've been trying to contact you for two days."

21 And then the next thing he said, "I've been trying to
22 tell these people they can't do that." I didn't know who he
23 was talking about or anything. But they had already been
24 contacted. And I don't know, Heather, Janie, one, two of
25 them, they said they had an appointment for 3:00 that

1 Wednesday afternoon to meet with her granddaughter about
2 cremation.

3 And he said, "They can't do this; they're not next of
4 kin." So, I told him who I was, and then I told him, "Well,
5 Heather is not technically a next of kin either at all." And
6 then that kind of freaked him out a little bit, but...

7 So, he canceled the 3:00 appointment with them, and I
8 took over from there and took care of all the arrangements and
9 everything else. We couldn't have a formal funeral. I
10 checked with the priest at her church, and the priest -- they
11 couldn't have but 10 people, and that includes him and
12 everybody. So, there was no reason to try to hold a funeral,
13 so...

14 But I still paid for them to do that because we figured,
15 when COVID is over, we'll have one. You know, it's already
16 paid for.

17 Q When did you first learn about the will that's at issue
18 in this case?

19 A After she passed away. Right after I found her body or
20 found where she was and talked to the funeral home, I went to
21 see T.C. Reynolds, because he did our will for us. I went to
22 see T.C., and I told him what was going on. And that's when
23 he was able -- he went and got a copy of the will because it
24 had been submitted through their system, I guess, by then. He
25 brought a copy in, and that's the first time I ever saw it.

1 Q How did you feel about the will? What was your
2 impression of the will?

3 A Well, after nine months of this stuff, I expected I
4 wasn't going to be looked at too favorable at all in the will.
5 But what shocked me is she had taken three grandchildren and
6 three great-grandchildren out of the will altogether. Every
7 -- every grandchild and great-grandchildren were out of the
8 will.

9 Q Do you know if there's any other valid wills out there?

10 A No. It was in the safe deposit box, but I never felt the
11 need to look at it, read it, get a copy. I mean, I had access
12 to the box, and we didn't have problems back then; we agreed
13 on everything.

14 Q After her death, was it there?

15 A No. Once I took the bonds out, I never went back. I
16 mailed her the key to the box, to Gilbert.

17 Q Okay. You mentioned earlier, when you saw the power of
18 attorney, that it concerned you that it had Heather and Donna
19 on it; is that what your testimony was?

20 A Well, that concerned me, but also what concerned me is
21 the lawyer explained to me -- the one I was talking to at
22 Theo's, she said this was printed off the internet. There was
23 no special considerations. And she said, basically, when they
24 do a power of attorney, it's numerous pages that are explicit
25 in what's to be done or whatever, and this was just a generic,

1 complete power of attorney they printed off the internet.

2 Q What was the significance of your concern about Donna
3 being involved?

4 A Well, for one, it's her aunt. And there's no lawyers
5 involved. And the second one is, yeah, we did date for some
6 time years and years early; it didn't end on a good note.

7 Q Talking about you and Donna?

8 A Yeah, back in -- right about the -- right before my
9 brother got killed in 2008. Right around that same time.

10 Q Did y'all stay in touch over the years after y'all broke
11 up?

12 A No, not at all.

13 Q All right, Joe. Those are all the questions I have.
14 Thank you?

15 THE COURT: Let's take a short recess before we get into
16 cross-examination. Refresh yourselves. Let's try to keep it
17 to five minutes or so, and then we'll get back on the record.
18 Okay?

19 THE WITNESS: I'll try not to be a long-winded.

20 THE COURT: That's okay. You can refresh yourself. Just
21 don't discuss your testimony with anybody. Okay?

22 THE WITNESS: No, I'm just going to walk to the water
23 cooler.

24 (A recess was taken from 2:54 p.m. to 3:03 p.m.)

25 THE COURT: All right. So, do you want to come on back

1 up to the stand.

2 All right. So, before we took our recess, we finished
3 direct examination of Mr. Dawson.

4 Mr. Salley, cross-examination?

5 MR. SALLEY: If it please the Court.

6 THE COURT: Yes, sir.

7 CROSS-EXAMINATION

8 BY MR. SALLEY:

9 Q Mr. Dawson, I'm kind of hard of hearing, so if you'd
10 speak up, I'd appreciate it?

11 A I will. I'm the same way.

12 Q After your uncle passed away, your mother relied on you a
13 great deal; is that correct?

14 A What was that.

15 Q After your mother -- after your uncle passed away, she
16 was -- that was back in -- your uncle passed away in what
17 year?

18 A 2011.

19 Q 2011?

20 A Yes, sir.

21 Q Your mother was designated as primary personal
22 representative and your name was alternate; is that correct?

23 A Yeah.

24 Q And, at some point, your mother said, "I'm just not --
25 you know, I can't go up there, I can't do that"?

1 A Right. Well, that was our first trip up when we met with
2 David Williams Law Firm with the will. He made it clear right
3 then that whoever was doing this would have to make numerous
4 trips back and forth. And no, she didn't want any part of
5 that. So, that's basically as easy as it got.

6 Q And Mr. Williams sent you a bill; is that correct?

7 A Sent me a bill?

8 Q Right.

9 A Well, he handled everything. The estate was in Delaware,
10 and they got estate taxes and it's a whole -- you know, you
11 had to have a lawyer up there. If I remember correctly, the
12 bill for handling the whole thing was about \$10,000, maybe a
13 little more but not much.

14 Q I've got a copy of a bill dated December the 8th, 2011.
15 And this -- was that -- would that be a final bill or would
16 that an interim bill?

17 A I don't know. I think that was the final on it. I don't
18 remember -- I mean, it's been a long time. I can't remember
19 every single transaction we made during that, of course.

20 MR. SALLEY: Your Honor, I would have two more copies of
21 this, I apologize, but I'd ask, you know, to make copies.

22 THE COURT: Okay. Let's make sure counsel doesn't have a
23 copy.

24 MR. PARKER: I haven't seen this. Just give me a minute
25 to look at it.

1 (Pause in the proceedings. Counsel confers off the
2 record.)

3 MR. SALLEY: Let's mark that as -- for identification as
4 Defense Exhibit 2.

5 THE COURT: I'm sorry; I didn't hear that.

6 MR. SALLEY: Let's mark that as Defense Exhibit 2.

7 MR. PARKER: Well, Your Honor, I'm not stipulating to the
8 admission of that only because it contains hearsay. It's
9 billing entries from --

10 THE COURT: I don't know what "it" is.

11 MR. PARKER: Oh, I'm sorry. I'm sorry, Judge.

12 THE COURT: Okay. You have handed me a copy of a
13 detailed bill; there's a fancier word to call it, but I can't
14 -- for professional services rendered, which gives the rate,
15 hours, and time spent and money -- billings done on -- for
16 Mr. Joseph Dawson, Jr., by The Williams firm in Delaware.

17 The purpose of this is just to show that he retained an
18 attorney to do the work?

19 MR. SALLEY: Yes, Your Honor, to help him refresh his
20 memory.

21 THE COURT: Well, he can certainly use it to refresh his
22 recollection. I mean, maybe it doesn't need to be admitted,
23 Mr. Parker.

24 So, Sheriff, you can hand that -- he can certainly look
25 that over and see if it refreshes his recollection.

1 THE WITNESS: It looks fine to me. Now, like I say, I
2 don't remember how we paid him. I don't think we paid him all
3 at one time, so that makes sense. It's about half -- little
4 less than half of what I think the whole thing cost.

5 I don't remember if she gave him a retainer in the
6 beginning. I think she had to pay him upfront. This is for
7 all the stuff they did. I mean, I don't know. Basically,
8 they'd send the bill and we'd pay it like everything else. I
9 had contractors billing us and all kind of stuff on that house
10 up there, so...

11 BY MR. SALLEY:

12 Q The Williams Law Firm was your attorney?

13 A Yeah.

14 MR. SALLEY: Okay. Let's mark that as Defense Exhibit 2
15 for --

16 THE COURT: Well -- now, you objected to it coming into
17 evidence?

18 MR. PARKER: I just don't understand the --

19 THE COURT: Well, I'll let you speak first.

20 MR. PARKER: Yeah, Judge. I mean, it contains hearsay,
21 first of all. We have got David Williams' notes and
22 impressions when he's billing to the client. We don't have
23 him here to explain it.

24 THE COURT: I didn't read any of the notations.

25 MR. PARKER: Well, it's just normal billing, you know, to

1 prepare a petition.

2 THE COURT: It's been a while since I did a bill.

3 MR. PARKER: Sure. I don't know that --

4 THE COURT: I don't know what relevance it has to
5 anything to make something in the current case we're here more
6 or not -- more true or not true. If you want to fill in the
7 gap there, by all means, Mr. Salley.

8 MR. SALLEY: It's to lay a foundation for the next
9 exhibit, Your Honor.

10 THE COURT: Well, I tell you what: Why don't we go ahead
11 and move on to the next exhibit, and we'll see if it
12 bootstraps on that one.

13 BY MR. SALLEY:

14 Q Does this document look familiar to you, sir?

15 A Yeah.

16 Q Does it appear to be accurate?

17 A I'd say so.

18 MR. SALLEY: Let's mark that as -- move that in as
19 defense exhibit whatever. What is that?

20 THE COURT: I don't know, because nobody's told me what
21 "it" is. I like to question about what it is.

22 BY MR. SALLEY:

23 Q What is that, sir?

24 A Okay. This is -- when we first got started, this is the
25 value of the bonds completely. Okay? From the whole 40

1 years. So, 20 years of these were cashed in. That total down
2 there is counting all of them, not just the ones that were
3 transferred.

4 So, in other words, all the series EE -- or series E
5 bonds, \$64,642, those all have to be cashed in right away.
6 They went straight to my mom.

7 The series EE were basically in the same position. So,
8 we were left with part of that and the 116,000 from the
9 series I's.

10 So, basically, like I said, \$250,000 falls right in
11 there.

12 THE COURT: I tell you what, did you get a chance to look
13 at this document?

14 MR. PARKER: I did, Judge. I've got no objections.
15 Whatever he wants to do.

16 THE COURT: Well, this is what I'm going to do. I have
17 let bonds in on your side. I'm the only person reviewing
18 them; it's not going to affect me. So, I'll admit Defense
19 Exhibits 2 and 3 over Plaintiff's objection, but I'll admit it
20 into evidence. Okay?

21 MR. PARKER: Thank you.

22 (Defendant's Exhibit Nos. 2 and 3, Bond Values, were
23 marked for identification and received into evidence.)

24 THE COURT: Now, I will need copies at some point.
25 Actually, do you want to distribute them?

1 Crystal, can you run and do it? Oh, we have a copier
2 here?

3 MR. PARKER: Fancy.

4 (Pause in the proceedings.)

5 THE COURT: Okay. We can move on to your next question.

6 BY MR. SALLEY:

7 Q Now, you testified that the double EEs were cashed in
8 immediately and they went to your mother?

9 A Yeah, they went straight into the same account that the
10 thing from the estate went into until the estate was done, and
11 then...

12 (Pause in the proceedings while counsel confer off the
13 record.)

14 MR. SALLEY: Mark that as Defense No. 4.

15 THE COURT: Defense Exhibit 4? I think it's without
16 objection, so I'm fine with it.

17 MR. PARKER: Yeah, no objection, Your Honor.

18 THE COURT: All right.

19 BY MR. SALLEY:

20 Q What is that, sir?

21 A It looks like a savings account record. I don't really
22 know, to be honest with you, what I'm looking at.

23 Q The first page is already an evidence, I believe.

24 A Huh.

25 Q I think the first page is already in evidence.

1 MR. PARKER: It's the second and third page. The bond
2 report is --

3 THE WITNESS: Oh, okay. I mean, I don't know what this
4 is. This just says one set -- this is from 2017 there. It's
5 the same thing as this one, as far as I can see. Same date,
6 amounts, and everything.

7 Oh, yeah. Yeah, I know what I'm looking at now.

8 Well, I know what all this is, but I'm not sure about all
9 these account numbers.

10 BY MR. SALLEY:

11 Q Well, you testified earlier that you were handling your
12 mother's finances?

13 A Yeah. And I don't see anything wrong here. I mean,
14 they're filled out correct.

15 Q But, on the third page of that exhibit, what are those?

16 A Well, they're just bonds that got cashed in.

17 Q And, sir, whose name appears on those bonds?

18 A Mine does.

19 Q Now, you testified earlier that the bonds were cashed in
20 for your mother's benefit?

21 A Mm-hmm.

22 Q Do you have any evidence that you gave that money to your
23 mother?

24 A I don't know. I mean, not really, because most of it
25 went -- we had what we called the bond account. Okay? We

1 also had that -- another thing to where all the bond money
2 would go in there and then be dispersed, and money would stay
3 in there to pay the taxes.

4 Q So, you were running that account?

5 A Yeah, I would -- I'd make the deposits. And they have
6 all got my name on them because of the tax situation. She got
7 the money.

8 MR. SALLEY: Let's move that into evidence, Your Honor.

9 THE COURT: Which exhibit? This is Defense 4 now? The
10 one he's holding right now?

11 MR. SALLEY: Five, I believe.

12 COURT MONITOR: It's 4.

13 THE COURT: So, that's 4? Okay. That's the next number.

14 THE WITNESS: Yeah, I've got 4. Well, that's the front
15 page, I guess.

16 MR. PARKER: I think it was marked when he went up. It
17 was with a packet, and I think now it's just separated out.

18 THE WITNESS: Yeah, I took it apart so I can read it.

19 THE COURT: You got a stapler?

20 (Defendant's Exhibit No. 4, Bond Document, was marked for
21 identification and received into evidence.)

22 BY MR. SALLEY:

23 Q So, sir, you testified earlier that they were cashed in
24 for your mother's benefit. Do you have any evidence that they
25 were used for your mother?

1 A No. We just -- the money stayed in the bond account
2 until somebody needed it for something or we just split it in
3 half, and we kept the money in there for taxes.

4 Q Now, I noticed in those bonds that they were issued to
5 your mother at a mailing address, either to your father or to
6 you; is that correct?

7 A No.

8 Q Go ahead and look at it again if you need to.

9 A My father?

10 Q I'm sorry. What was your address at the time the --
11 right after this is mailed to you?

12 A Well, I can't --

13 THE COURT: Yeah, I'm having a tough time hearing you now
14 as well.

15 MR. SALLEY: I'm sorry?

16 THE COURT: I'm having a tough time hearing you.

17 MR. SALLEY: I'm sorry, Your Honor.

18 BY MR. SALLEY:

19 Q If you refer to those bonds, it's got your mother's name
20 on it as beneficiary.

21 A No. She's on it as an owner.

22 Q Okay. As the owner. And underneath it, it says, "Mailed
23 to."

24 A Mm-hmm.

25 Q Who -- what are the names underneath there?

1 A You're talking about on the actual bond or --

2 Q Right, on the actual bonds?

3 A Well, all the bonds -- we did all the work for 129
4 McGuire, sir.

5 Q That's not what I asked.

6 A Okay.

7 Q What address was it mailed to?

8 A It was -- I'm not understanding. Was what mailed to?

9 MR. SALLEY: If I may approach. If I may approach the
10 witness, Your Honor.

11 THE COURT: Yes, sir.

12 THE WITNESS: Well, this actually is supposed to be with
13 that over there.

14 BY MR. SALLEY:

15 Q On each bond, it's got an address on here that says Jane
16 Rollins Dawson and that it's mailed to Joseph R. Dawson, 129
17 McGuire Drive, Lexington, or Richard Dawson, Jr.

18 A Mm-hmm.

19 Q So, as I understand it, bonds were issued to both of you;
20 is that correct?

21 A Right.

22 Q And you would receive where it went to; is that correct?

23 A Yeah, and then we'd put them in the safe deposit box.

24 Q Now, that's what I wanted to know.

25 Do you have any -- if I make it back to my seat.

1 Did your mother know that you were cashing those bonds
2 in?

3 A Yeah, she was getting some of the money. She was getting
4 half the money right up until the accident, and then I took
5 them out and put them in my safe.

6 Q Do you have any evidence that she did that?

7 A Not really. I think on these bonds where you're talking
8 about the way the names and stuff are, we didn't pick that
9 out. That's the way the Treasury Department put it on there.
10 We didn't ask them to write -- they do it the way they do it.

11 Q So, these were issued by the Treasury Department after
12 uncle's death; is that correct?

13 A Mm-hmm -- do what?

14 Q That was the way they were issued by the Treasury
15 Department after your uncle's death; is that correct?

16 A Yeah.

17 Q But your mother was the sole beneficiary of your uncle's
18 will; is that correct?

19 A Yes.

20 Q All right. Now, I believe that your mother's fall or
21 accident, that you called it, occurred in -- when was it?
22 March of 2019. It occurred in March of 2019; is that correct?

23 A Was it March or May?

24 Q I believe the testimony was March.

25 A We have got a lot of Marches and Mays. I can't --

1 Q You don't really remember? I'm not asking --

2 A I'm wanting to say it was more in May. She passed in
3 March. But, see, there was a nine-month period between the
4 accident and March of 2020. It couldn't been the same month.
5 It would be 12 months.

6 Q Right.

7 A So, it was in May of -- she had the accident in May.

8 Q Well, we can go back and revisit that later.

9 A Okay.

10 Q But that's about the time that you removed the bonds from
11 the safety deposit box?

12 A Yes, on legal advice from Theo Williams' office.

13 Q And that's the point that your and your mother's
14 relationship began to deteriorate; is that correct?

15 A Well, I don't really know if you say it was our
16 relationship anymore, because like I say, I don't know who was
17 texting me these messages or not.

18 Q Well, since we don't have the texts or the messages to go
19 back to -- you had phone conversations with her as well,
20 didn't you?

21 A Yeah.

22 Q Those phone conversations became pretty heated at times,
23 didn't they?

24 Those phone conversations became pretty heated at times,
25 didn't they?

1 A Not really.

2 Q At one point, did you tell her, "I'm not going to talk to
3 you anymore. You need to talk to my lawyer"?

4 A No, I never said that.

5 Q You're sure about that?

6 A I think what I told her was, "Have your lawyer call me."
7 When she said she was going to go hire a lawyer and do this
8 power of attorney through a lawyer, I said, "Have your lawyer
9 call me." I didn't say it like that I don't believe.

10 Q I think you'd agree that, when dealing with families
11 particularly over something like money, there's a lot of
12 misunderstanding on both parties. The -- how long before --
13 when was the last time you saw your mother?

14 A Oh, gosh. Well, actually, I guess before the accident.

15 Q Sorry?

16 A Before her accident.

17 Q The last time you saw your mother was before her
18 accident?

19 A Yeah. And talked to her. I've got a text, but anyway...

20 Q So --

21 A I called -- I called her to see when she was bringing
22 Trent by to -- we just started raising ducks in the pond, and
23 I asked her when she was bringing him by. And she said she'd
24 have to wait until she healed up.

25 And then she told me about her accident and what happened

1 and she sent me a picture of her leg and how bad it was. But
2 this all happened after she was out of the hospital for the
3 accident.

4 Q And the testimony was that she was only in the hospital
5 for a few hours, basically.

6 A Well, she should have been there a lot sooner than 4:00
7 in the morning. It happened in the afternoon.

8 Q We don't have any control over that, do we?

9 A Sir?

10 Q I said none of us have any control over that, do we?

11 A Over what?

12 Q How long our parents stay in the hospital.

13 A Well, I didn't even know my parent was in the hospital
14 until she was out, so I have no idea what went on.

15 Q Are you aware of what she went in the hospital for?

16 A Well, what she said was she was in a lot of pain, and she
17 had that -- I mean, giant thing on her leg. And she told me
18 on the phone -- she told me what happened in the accident.

19 She didn't just fall in the driveway, because what she
20 did, she was backing out of the garage, and she had Trent,
21 Janie's son, in the car, taking him somewhere. He was six or
22 seven, I guess. And she backed out of the garage. She had
23 the wheels cut, car was running, and she got out and left it
24 in reverse, and it turned the circle, since the wheels were
25 cut, and it ran into the front of the house.

1 And the neighbor across the street was outside, and he
2 came running over and helped her up. She was trying to chase
3 the car down, is how she fell. It didn't just roll in the
4 driveway.

5 Q You weren't there to see that, were you?

6 A No. My mom told me that. The guy across the street saw
7 it. Nobody else was there either.

8 Q Do you know who took -- do you know who took your mother
9 to the hospital?

10 A Not that -- I thought an ambulance. I was not notified
11 until after it was all over and done, so...

12 Q All right.

13 A I don't know who did what.

14 Q And, again, based on the date of when you think the
15 accident was and the date that she died, it was about a year
16 -- a year before her death since you talked to her?

17 A It was nine months.

18 Q Nine months?

19 A Yeah. The accident was in May. She died in March.

20 Q And you testified that all these people at her house had
21 guns. Did any of them ever physically threaten you?

22 A Do what now?

23 Q You testified earlier that all these people at the house
24 had guns. Were you ever physically threatened?

25 A Well, only by Heather. Yeah, on Facebook. She put a

1 post on Facebook that said Gary Hutto was going to get out of
2 prison and come take care of us. And we got a copy of it and
3 it's filed in the Lexington County Sheriff's Department as a
4 threat. It's got a case number on it.

5 Q Well, you know, we don't have any of that in evidence.

6 But were you physically threatened by anybody at the
7 house that you said had guns?

8 A Well, I knew they put pictures on the internet of
9 Frankie's automatic weapons or whatever he has. And I'm not
10 going up there. And there was a threat. It's -- I've got a
11 copy at home; I didn't bring it with me.

12 Q Frankie doesn't live there, does he?

13 A I have no idea who lives there.

14 Q All right. The -- did your mother ever give you a power
15 of attorney to handle her affairs?

16 A A what?

17 Q Did your mother ever give you a power of attorney?

18 A No, I never had any fiduciary interest or power of
19 attorney in anything.

20 MR. SALLEY: I believe that's all my questions for now.

21 THE COURT: All right. Any redirect?

22 MR. PARKER: Give me one moment, Your Honor; I just
23 wanted to check one thing.

24 (Pause in the proceedings.)

25 MR. SALLEY: Your Honor, I'm going to object on the

1 grounds that there's no way to authenticate either one of
2 them. One of them is a police report, which typically is not
3 admissible. The other is a non-verified email that purports
4 to be from Heather Lee. And she's informed me that her
5 account is not Heather Lee; it's Heather Lee Pounds. And it's
6 been that for some time. So, I've got to object to these

7 THE COURT: Okay. Well --

8 MR. PARKER: Your Honor, I can show you a copy if you'd
9 like. I wasn't planning to use the [indiscernible]. This is
10 the Facebook post that...

11 (Pause in the proceedings.)

12 THE COURT: Mr. Parker, why don't you at least ask some
13 questions -- some foundational questions to the witness.

14 MR. PARKER: Yes, Your Honor.

15 THE COURT: And we'll see where it goes from there.

16 MR. PARKER: Yes, Your Honor.

17 THE COURT: Well, I haven't admitted it yet.

18 BY MR. PARKER:

19 Q But can you take a look at what I've handed you?

20 MR. SALLEY: Part of my objection, Judge, it's a Facebook
21 account; there's no way to authenticate it. There's no date
22 on it, that I can see.

23 THE COURT: Well, fair enough, but I need to hear from
24 the witness. I mean, it hasn't been admitted. He's reviewing
25 it now, and if he can give me some foundational information,

1 perhaps it is admissible. I mean, the bar for authentication
2 is not particularly high here, so let's just see what the
3 witness says first after reviewing it.

4 All right, Mr. Parker.

5 BY MR. PARKER:

6 Q Joe, have you a chance to review the document?

7 A Yeah.

8 Q Okay. Can you identify what it is?

9 A Yeah. It's a screenshot of a post Heather put on
10 Facebook.

11 Q Okay. How did you come about this -- this post?

12 A It was just on there. I mean, I'm not friends -- I don't
13 have Facebook in the first place.

14 Q Okay.

15 A My wife has it, and sometimes she sees stuff that's
16 public on Facebook.

17 Q Okay. Would she have shared this with you? Is that how
18 you came to see this document?

19 A Yeah.

20 Q Okay. And is this the post you were referring to earlier
21 about being threatened?

22 A Mm-hmm. Yeah, I took it down to Lexington County, and
23 they filled a complaint or whatever on it. It's got a case
24 number. Because they said, in case you have something to add
25 to it later, they'd start a case, evidently, or a case number

1 anyway.

2 Q Do you recognize the people in the picture? It's kind of
3 hard to see who that photo is, but...

4 A It looks like Heather and -- I don't know who the kid is.

5 Q Okay. Do you know about when this would have been?

6 A Oh, gosh.

7 Q This says yesterday?

8 A I --

9 Q Not sure?

10 A I'm not sure when she did this exactly, no. It was not
11 long after the whole thing started, I think.

12 Q How did it get on paper? How did it get from computer to
13 paper?

14 A I think I just sent it to my email from my phone and
15 printed it on my printer.

16 Q Your wife, Jenny, saw it on Facebook, sent it to you, and
17 you printed it?

18 A Yeah. It's just a screenshot, and I printed it off to
19 take it down to the County.

20 MR. PARKER: Your Honor, at this time, I'd move to admit
21 the Facebook post that's Joe's referencing as Plaintiff's 11.

22 THE COURT: All right.

23 MR. SALLEY: The objection's been raised.

24 THE COURT: Sure. Anything else you want to tell me?

25 You mentioned earlier it couldn't be authenticated as your

1 client's Facebook page.

2 MR. SALLEY: Right. That's correct, Your Honor.

3 THE COURT: All right. Well, just to be clear, I think
4 this was sort of inferred but, is this witness asserting that
5 it is Ms. Pounds' Facebook page?

6 MR. PARKER: I think he's asserting that it -- that was
7 his impression. I could create, I guess, an account that says
8 Heather Lee. Yeah, I'm with you, though. I can ask those
9 questions, Your Honor.

10 THE COURT: Well, yeah.

11 MR. PARKER: Do you want me to follow up with some
12 additional questions?

13 THE COURT: Well, no, no. I tell you what: You can
14 recall the wife or, excuse me, Ms. Jennifer Dawson

15 MR. PARKER: Sure.

16 THE COURT: So, she can just -- so, I won't admit it at
17 the moment, but if she wants to come up...

18 MR. PARKER: Okay.

19 THE COURT: If she has more testimony to offer on it.

20 MR. PARKER: Okay.

21 THE COURT: So, at this time, it's not admitted.

22 MR. PARKER: Sure. That's all the follow-up I have. I
23 don't have any additional questions.

24 THE COURT: All right. Any recross?

25 MR. SALLEY: No, Your Honor.

1 THE COURT: All right. You may step down, sir.

2 THE WITNESS: Do I keep all this stuff? Or give it back?

3 THE COURT: If it's got stickers on it, leave it there.

4 We don't want to lose it.

5 THE WITNESS: Well, these two have stickers, but I don't
6 know about -- I don't know if they admitted this or not. This
7 is just a copy of that.

8 MR. PARKER: We've already got your whole -- it's
9 admitted.

10 Judge, I think we're done with --

11 THE COURT: Yeah, he can step down. The witness can
12 step down.

13 THE WITNESS: I just wanted to give him the ones with the
14 stickers.

15 THE COURT: Do you have another witness?

16 MR. PARKER: Your Honor, just recalling Jenny -- Jenny
17 Dawson.

18 THE COURT: All right. For the specific purpose of this
19 exhibit?

20 MR. PARKER: Correct, Your Honor.

21 THE COURT: All right. Ms. Dawson, if you would just
22 come back up again, please. You are still under oath.

23 MR. PARKER: Are those the exhibits?

24 MR. DAWSON: Well, he said the ones that's got stickers.
25 They don't have a sticker.

1 (Pause in the proceedings.)

2 THE COURT: I have a copy here.

3 MR. PARKER: Okay. Well, no, no. Exhibit 4 has gotten
4 shuffled in between other things, and so I want to make
5 sure...

6 THE COURT: Exhibit 4 was --

7 MR. PARKER: Just one page.

8 THE COURT: Oh, I thought it was a whole packet and I
9 thought we stapled it.

10 (Pause in the proceedings.)

11 THE COURT: All right. Let's staple it again and not
12 unstaple it.

13 MR. DAWSON: Well, I gave you the wrong papers together.

14 THE COURT: That's all right. That's fine.

15 All right. It's still here; that's all that matters. It
16 didn't get legs and walk out of the courtroom; then we'd have
17 a problem.

18 All right. Mr. Parker?

19 MR. PARKER: Yeah, thank you, Judge.

20 JENNIFER DAWSON

21 after having been previously duly sworn, was recalled for
22 examination and testified to as follows:

23 RECALLED DIRECT EXAMINATION

24 BY MR. PARKER:

25 Q Now, Jenny, we have been discussing a Facebook post that

1 Joe just alluded to that he received by way of you. Can you
2 take a look at the document that's been presented and let me
3 know when you're ready to discuss it?

4 A I'm ready.

5 Q Okay. Do you recognize it?

6 A I do.

7 Q What is it?

8 A It's a post I saw on one of Heather's Facebook account
9 she has. She doesn't have just one.

10 Q She has multiple accounts?

11 A Two or three.

12 Q How do you know that?

13 A By searching.

14 Q Okay. So, when you saw this, what made you think it's
15 Heather Pounds?

16 A Because that is Heather's picture in there with her other
17 daughters in the picture. It's very blurry, but that's what
18 the picture is.

19 Q It's blurry on this, but did you see the actual Facebook
20 account profile when you were looking?

21 A Yes, sir.

22 Q Okay. And was it less blurry and more clear?

23 A It was clear, as if you were to see it live.

24 Q Okay. Did it have any other activity other than this
25 post?

1 A At that time, yes. Regular stuff.

2 Q Was it enough activity for you to be able to identify
3 that it's related to the Dawson family and that's Heather
4 Pounds that's here with us today?

5 A Well, Gary Hutto is her father, and then she puts Brock
6 Dawson in there. And this was after she -- after the lawsuit
7 was about. This was on her -- this particular Facebook
8 account of Heather's. So one and one makes two. That's how I
9 took it as.

10 Q What are the other accounts under; do you know?

11 A Heather Lee Pounds, Heather Lee. I can't recall the
12 other one.

13 Q Do you recall if they're all active?

14 A They are.

15 Q Okay.

16 A Well, they're up and -- they're up. They're not shut
17 down.

18 Q Do you recall whether there's a distinction in activity
19 among the accounts? And what I mean by that is, is one
20 dedicated talking about kids and one account dedicated talking
21 about pets and one account dedicated talking about Mom?
22 Could you classify them in any way?

23 A I want to say that the Heather Lee Pounds one is the one
24 that she's using more often now; those other two are less
25 used. But this Heather Lee Pounds back then was used more

1 than it is now. I don't think that there was really a
2 significance of what account had posts or not compared to
3 others.

4 MR. PARKER: Your Honor, at this time, I'd move to admit
5 the Facebook post in as Plaintiff's 11.

6 THE COURT: I'll admit it subject to objection. You
7 know, it's...

8 MR. PARKER: Sure

9 MR. SALLEY: I'll object.

10 THE COURT: Fair enough.

11 MR. SALLEY: And you know my reasons --

12 THE COURT: Oh, and also, you know, I should -- if you
13 want to ask her any questions about it, feel free. I didn't
14 mean to...

15 Were you finished, Mr. --

16 MR. PARKER: Your Honor, I have no further questions.

17 RECALLED CROSS-EXAMINATION

18 BY MR. SALLEY:

19 Q Ma'am, the -- it's been awhile since I've been on
20 Facebook. If I understand Facebook correctly, in order to see
21 somebody's account, you either got to be friends with them or
22 know to access that account. You and Ms. Pounds are not
23 Facebook friends, are you?

24 A No.

25 Q As a matter of fact, you have actually blocked each other

1 for some time, haven't you?

2 A I did, and then I unblocked her, I believe. It was a
3 long while ago.

4 Q I'm sorry?

5 A I believe I unblocked her a while ago. It's been a
6 while, so I don't remember exactly how long I blocked her, if
7 I did. But she's not blocked now, if she ever was. I can't
8 quite remember.

9 Q And, in blocking an account, somebody blocks you out of
10 an account, you wouldn't see that account, would you?

11 A Right.

12 Q And you can't remember whether or not you blocked her at
13 this time or whether she blocked you at the time; is that
14 correct?

15 A Correct.

16 Q And it is possible for somebody to create an account that
17 appears to be yours without it actually being yours. In fact,
18 it's one of the greatest scams on Facebook, isn't it?

19 A It is.

20 MR. SALLEY: That's my objection, Your Honor.

21 THE COURT: Okay. Well, any response, Mr. Parker, to his
22 objection?

23 MR. PARKER: No, Your Honor.

24 THE COURT: All right. Well, I have made a point so far
25 in this bench trial to just err on the side of letting stuff

1 in. This isn't -- I don't think it has a prejudicial effect
2 on any side. The fact that it was -- ties into the testimony
3 you elicited on cross-examination, I believe from Mr. Dawson,
4 I'm going to allow it in for that purpose, but I don't think
5 it is harmful to either side or necessarily helpful, but it
6 certainly goes hand in hand with what was discussed during the
7 cross-examination of the last witness. So, it's admitted
8 subject to objection.

9 (Plaintiff's Exhibit No. 11, Facebook Post, was marked
10 for identification and received into evidence.)

11 THE COURT: All right. You may -- is that it for her?

12 MR. PARKER: Yes, Your Honor.

13 THE COURT: You may step down.

14 MR. PARKER: Plaintiff rests.

15 THE COURT: All right. The plaintiff rests.

16 How many witnesses do you anticipate?

17 MR. SALLEY: Your Honor, I've got right now three, maybe
18 four witnesses, and one of them will be Heather. And she's
19 already been examined by both sides.

20 THE COURT: It shouldn't be too terribly long.

21 MR. SALLEY: It shouldn't be too terribly long.

22 I would kind of like to break a little bit early today.
23 I'm [indiscernible] a good bit of things, and we'd get started
24 maybe a little bit early tomorrow.

25 THE COURT: We can start at 9:00 a.m.

1 * * * *

2 THURSDAY, APRIL 11, 2024

3 P R O C E E D I N G S

4 (The following proceedings started at 9:06 a.m.)

5 [TRANSCRIBER NOTE: The only working microphones during
6 this session were the judge's and witness's microphones.]

7 THE COURT: All right. Welcome back to the courthouse.

8 MR. SALLEY: Good morning, Your Honor.

9 THE COURT: Y'all ready to start?

10 MR. SALLEY: We're ready to proceed, Your Honor.

11 THE COURT: Okay. Anything for the record before we let
12 the defense start their case-in-chief?

13 MR. PARKER: No, Your Honor.

14 THE COURT: All right, Mr. Salley. You may call your
15 first witness.

16 MR. SALLEY: Your Honor, the defense calls Donna McLean.

17 THE WITNESS: McLees.

18 THE COURT: Donna McLean?

19 THE WITNESS: McLees.

20 MR. SALLEY: McLees. Sorry; didn't have my glasses on.

21 DONNA McLEES,

22 after having been duly sworn, was examined and testified
23 to as follows:

24 THE CLERK: Please be seated on the witness stand.

25 Please state your name and spell your last name for the

1 record.

2 THE WITNESS: My name is Donna Powell McLees. Last name
3 is M-c-L-e-e-s.

4 DIRECT EXAMINATION

5 BY MR. SALLEY:

6 Q And where do you live, Donna?

7 A Sir?

8 Q Where do you live?

9 A I live in West Columbia.

10 Q And are you married?

11 A No, sir.

12 Q Do you have any children?

13 A Yes, sir.

14 Q Do they live with you?

15 A Not at this time, no, sir.

16 Q At our age --

17 A Yeah.

18 Q I'm not surprised.

19 How did you know Ms. Dawson?

20 A Well, my mom and dad played cards with her and Joe
21 probably when I was in middle school a lot, so we kind of knew
22 the family that way.

23 Q How often would you see them?

24 A How often would I say they played cards?

25 Q No. How often would you see Ms. Dawson?

1 A Quite a bit during those years.

2 Q And you're actually Heather's aunt; is that correct?

3 A Yes, sir.

4 Q And you dated the plaintiff for a while; is that correct?

5 A Yes, sir.

6 Q I'm not going to get into why you broke up, but would you
7 describe the relationship between Joe Dawson and his mom.

8 A Well, I -- it has been a long time now. I think we kind
9 of broke up around 2008, 2009. I think I was around 48,
10 something like that. And even during that time, it hasn't
11 always been pleasant.

12 Q Could you elaborate?

13 A I know that he's been at her house sometimes. I know
14 that he talks to her harshly or did talk to her harshly. I
15 was kind of quiet about all that, but I didn't appreciate it
16 very much. And that was how their relationship was. Now,
17 they had good moments. They had good times, but then there
18 was a lot of -- it was a lot of anger that Joey would display
19 towards her and verbally.

20 Q Did the subject of money ever come up?

21 A No.

22 Q You prepared an affidavit. I'm going to provide it for
23 you to refresh -- would that refresh your memory?

24 THE COURT: He can deliver it for you.

25 THE WITNESS: Can I get my glasses out of my pocketbook?

1 THE COURT: Certainly. Are they still out there?

2 THE WITNESS: They are. Do you want to bring them up to
3 you?

4 THE COURT: Yes, ma'am. You can go get your glasses.

5 (Pause in the proceedings.)

6 BY MR. SALLEY:

7 Q Looking at the last paragraph, you described the
8 reactions between him and -- and -- about money?

9 A The last paragraph?

10 Q Go ahead and read the entire affidavit, if you'd like.

11 THE COURT: Read over it.

12 BY MR. SALLEY:

13 Q You don't have to read it out loud.

14 A No, I'm -- so which paragraph?

15 THE CLERK: Judge, do you have a copy of this?

16 THE COURT: I don't. I thought I did, but I might not.

17 MR. PARKER: I've got an extra, if that would help.

18 THE COURT: All right. Thank you.

19 (Pause in the proceedings while the Court reviews the
20 document.)

21 MR. PARKER: Judge, I don't mean to interrupt your
22 reading, but there's a lot in this that I would move to
23 exclude.

24 MR. SALLEY: We're not admitting it.

25 MR. PARKER: All right. I just want to make sure --

1 THE COURT: Yes. I tell you what, I'll -- what I will
2 not do is I won't read it and we'll hear the testimony that
3 gets elicited from her after reviewing the affidavit and her
4 recollection is refreshed and then we'll just go with what her
5 testimony is.

6 BY MR. SALLEY:

7 Q It says, "Jane's made many comments to me, but I'll be
8 glad if she'd stop seeing Joey." Do you remember that?

9 A Yes.

10 Q And [indiscernible] after [indiscernible] one of my
11 visits, she said -- and I'm sorry. [Indiscernible]. What
12 were the comments that Joey made about [indiscernible], about
13 money?

14 A Oh, are you talking -- oh, I understand. Okay. Are you
15 talking about whenever I was there at the time that I
16 overheard them talking over the phone?

17 Q Yes.

18 THE COURT: Just for my benefit, would you ask a
19 question? Don't point to that.

20 MR. SALLEY: Sorry?

21 THE COURT: Would you just ask a question pertaining to
22 this alleged thing she witnessed?

23 BY MR. SALLEY:

24 Q Did you -- did Ms. Jane ever say that Joey ever pressed
25 her for money?

1 A Well, he -- he often asked her for money.

2 Q And did he ask him -- did he ask Jane to get his
3 inheritance early?

4 A Basically, yeah.

5 Q And what was Jane's response to him?

6 A Her response to him over the phone?

7 Q No. You indicated in your affidavit that Joey -- that
8 "she told me that Joey hates me," is that correct?

9 A Yes. Now, this -- yes. This is was whenever --

10 Q "Joey told me I should be able to get my inheritance
11 while you're alive"?

12 A Yes, that's what she told me.

13 Q "And I shouldn't have to wait"?

14 A Yes.

15 Q That's what Joey says?

16 A Yeah. And he -- and this is what she told me. He said,
17 "You don't need it, Jane."

18 Q He says, "You don't need it, Jane"?

19 A Mm-hmm.

20 Q And what was Jane's response?

21 A She was crying a lot while she was talking to me at the
22 house.

23 Q She said that she was glad to watch her grandchildren?

24 A Oh, yeah. Yeah.

25 Q She [indiscernible] her grandchildren. What

1 grandchildren was she talking about?

2 A Well, at that time, it was mostly -- are you talking
3 about her great grandchildren? Yeah, it was --.

4 Q Does that -- does that include the other children?

5 A Yes. They were there pretty much a lot of the time
6 because I know she had taken them to school and she'd pick
7 them up. Heather was there some of the time. Janie was
8 there. Trent was there.

9 Q They kept her company -- Heather's children kept her
10 company [indiscernible]?

11 A Oh, yeah. But, you know, she watched them a good bit.

12 Q Did Jane try to stay busy to keep Joey off her mind?

13 A Mm-hmm, she did. She said she enjoyed that.

14 Q Since mid-2018, what did she say about Joey?

15 A Those were the things that she was talking about. Are
16 you talking -- are you talking about -- I need to be more
17 specific about when you were asking that.

18 THE COURT: Yeah, I need -- I know you're trying to make
19 -- I need Mr. Salley to ask you the questions, though.

20 THE WITNESS: I'm sorry.

21 THE COURT: That's okay.

22 THE WITNESS: I'm sorry.

23 THE COURT: It's not -- you're not doing anything wrong;
24 I'm just trying to make sure that this is a
25 question-and-answer.

1 BY MR. SALLEY:

2 Q Did she say that, since mid-2018, she still
3 [indiscernible] to Joey and hated [indiscernible]?

4 A Oh, yeah. This is -- this is whenever they came over to
5 the house and swam in the pool with all the kids.

6 Q Did you listen and encourage her to stay out of their
7 dealings?

8 A Did I do what now? Sorry.

9 Q Did you stay busy and stay out of their dealings?

10 A I wasn't involved in all their dealings.

11 Q How often -- you would visit her often, as you said in
12 your affidavit?

13 A Well, I was there probably once every other week or so.
14 I'd go over there and help in the yard sometimes. She'd come
15 to the house with the kids when they were swimming.

16 Q In your affidavit, you said that Heather was visiting her
17 every day?

18 A Yes, yes. Well, Heather just live not even a mile.

19 Q And Heather's kids were with her?

20 A Yes.

21 Q And she was glad [indiscernible] that?

22 A Yeah. She was a pretty busy lady.

23 Q In your affidavit, you mentioned something that happened
24 on day in April of 2019 while at your house. What was Jane
25 telling you?

1 A Well, she was, you know, talking about everything that
2 Joey was putting her through verbally and how she was scared
3 of him. And she just told me, she said, "I'm going to have to
4 change his will."

5 Now, all these conversations, you know, they came up
6 and --

7 Q And Heather wasn't there when that happened, was she?

8 A Yes. She was at the house while we were swimming.

9 Q She was not part of the conversation [indiscernible]?

10 A No. No, because I was -- no.

11 Q And did she say to you, "Joey has taken me for all he can
12 now"?

13 A Yes.

14 Q "So he doesn't get to share my bonds that I've left ---

15 A Yes.

16 Q --- when I die"?

17 A Yes.

18 Q She said that to you?

19 A Absolutely. Because that's what she -- you know, she had
20 talked about that.

21 Q Did she say to you, "My bond's up to date with my medical
22 visits [indiscernible]?"

23 A Yes. Yes, sir.

24 Q And you asked her if [indiscernible] to update it?

25 A I asked her who was going to be updating her will.

1 Q What did she say?

2 A She said she wasn't sure. And then I told her that I
3 would be glad to do it for her since I was a notary.

4 Q Okay. And did you do it for her -- the first will for
5 her?

6 A Well, yeah, I did, but I mean, we did it together.

7 Q Okay. And I want you to look at Plaintiff's Exhibit 1.

8 THE COURT: Do you have --

9 THE WITNESS: I don't have anything here.

10 THE COURT: Can you help -- thank you, sir.

11 MR. PARKER: Plaintiff's 1?

12 MR. SALLEY: [Indiscernible].

13 MR. PARKER: Defendant's 1.

14 (Counsel confer off the record.)

15 BY MR. SALLEY:

16 Q Look at Defendant's Exhibit 1. Go ahead.

17 A Thank you. Yes, sir.

18 Q Is that the will that you helped her with?

19 A It is.

20 Q And who was with her [indiscernible] that will?

21 A Rebecca Burton and Susan Tanner.

22 Q And who are they?

23 A They were -- they work with me at DSS.

24 Q At where?

25 A At DSS.

- 1 Q You work for DSS?
- 2 A Yes, sir.
- 3 Q Is that correct?
- 4 A Yes, sir.
- 5 Q So, they were both DSS workers?
- 6 A Yes, sir.
- 7 Q [Indiscernible] the day that she signed the will?
- 8 A Yes, sir.
- 9 Q And did they observe her signature?
- 10 A Yes, sir.
- 11 Q And part of that will [indiscernible] gave Joey the
- 12 bonds; is that correct?
- 13 A I'm sorry? In this one?
- 14 Q Look at the will -- the first will, Joey got the bonds;
- 15 is that correct?
- 16 A You're talking about in the additional provisions? Yes.
- 17 Q Okay. So, everybody was there on the same day and
- 18 witnessed her signature and you notarized it?
- 19 A Yes, sir.
- 20 Q Now, she made a second will; is that correct?
- 21 A Yeah. I found out that there was going to be a second
- 22 will.
- 23 Q What was the date of the first will?
- 24 A April 18th.
- 25 Q What year?

1 A 2019.

2 Q And what was the date of the second will?

3 A July the 14th of 2019.

4 Q So, three months later, she changed her will; is that
5 correct?

6 A Yes, sir, according to this.

7 Q In the second will, Joey did not get the bonds; is that
8 correct?

9 A I don't know. I haven't read this. (Reviewing
10 document.)

11 You said he's not given anything in the second one?

12 Q In the second one, he did not get bonds; is that correct?

13 A It says, "If Joseph Richard Dawson, Jr., still has the
14 bonds that he took from my safety deposit box, knowing that my
15 yearly income depended on them, he gets nothing else of my
16 estate."

17 And then the next -- did you need the next sentence?

18 Q Yeah. Go ahead and read it.

19 A It says, "If Joseph Richard Dawson, Jr., has returned the
20 bonds to me prior to my death, one bond of the least amount of
21 all bonds will be given to him by my personal representative."

22 Q Heather was not present for the execution of the will,
23 was she?

24 A Mm-mmm.

25 Q Heather didn't even know about the will, as far as you

1 know, did she, until after; is that correct?

2 A The only time that she was really made aware of it was a
3 couple of days before I had it -- you know, we were all
4 together, notarizing it, and I remember she was pretty
5 surprised.

6 Q She was pretty what?

7 A Surprised.

8 MR. PARKER: Your Honor, I hate to interrupt, but I just
9 want to make sure, which will are we talking about?

10 MR. SALLEY: The first will

11 THE WITNESS: The first will.

12 MR. PARKER: Thank you. Sorry about that.

13 BY MR. SALLEY:

14 Q Did Joey's treatment of his mother [indiscernible] broke
15 up with him?

16 A That I broke up with him?

17 Q Yes.

18 A Partially, yeah. Pretty abusive, but you know...

19 MR. SALLEY: I have no further questions.

20 THE WITNESS: I'm sorry

21 CROSS-EXAMINATION

22 BY MR. PARKER:

23 Q So, basically -- I just want to kind of make sure I'm on
24 the same page. Defendant's Exhibit 1 with the blue sticker,
25 that's the April 2019 will that you were involved in

1 preparing; is that correct?

2 A Right.

3 Q Plaintiff's Exhibit 1 is the yellow sticker. It's a July
4 2019 will and you were not involved in the preparation of
5 that; is that correct?

6 A No, I wasn't.

7 Q In fact, you didn't even know about that until a few
8 years after Ms. Dawson passed?

9 A Yeah.

10 Q Okay.

11 A No, I mean, I knew there was another will that was made.

12 Q But you hadn't seen it?

13 A I hadn't seen it.

14 Q [Indiscernible] Ms. Dawson passing?

15 A It was -- it was at the deposition.

16 Q And what did you say? You and Ms. Jane were having a
17 conversation, and you offered to prepare the will for her; is
18 that correct?

19 A Yes.

20 Q Okay. In fact, you did that. Was that after meeting
21 with her?

22 A Yeah. I mean, it was after the day that they were
23 swimming.

24 Q Sure. Well, at some point, y'all met and talked about
25 what she wanted; is that right?

1 A Yes.

2 Q Okay. And as a part of that conversation, you didn't
3 really get into any depth about the titling of her assets; is
4 that right? Meaning how her accounts were titled, beneficiary
5 designations, how her assets were titled?

6 A No. The only thing I knew was I would change it for her
7 because she said that she just didn't want him to have any
8 control over her money.

9 Q Okay. And you offered to do that at no charge because
10 you were [indiscernible]?

11 A Right.

12 Q Wanted to avoid her having to pay, you said, the
13 outrageous fees of a lawyer; is that right?

14 A I just said it would be cheaper for her.

15 Q Okay. And so, the affidavit you're referring to says,
16 "We made plans to meet at her house to listen to her and help
17 determine her needs for legal issues." Is that accurate?

18 A Yes.

19 Q Okay. "I told her I need -- she needed to assign a
20 medical power of attorney." Is that something you recall
21 telling her?

22 A Yes.

23 Q Okay. And that's because you were -- she was concerned
24 about my client making healthcare decisions for her?

25 A And putting her in a nursing home. She was concerned

1 about that.

2 Q You also suggested to Ms. Jane that she do a financial
3 power of attorney?

4 A Durable power of attorney was how I worded it, yes.

5 Q So, that her bills would be taken care of?

6 A Once she passed.

7 Q During that conversation, did you explain to Ms. Jane
8 that the durable power of attorney would be a safeguard from
9 Joey?

10 A Correct. Correct.

11 Q It would limit his assets to her accounts, bonds, and
12 investments?

13 A Right.

14 Q You showed her a will template, and then y'all talked
15 about the best way to fill it in and prepare it; is that
16 right?

17 A Mm-hmm. I just told her that, since it was a basic form
18 -- and I just told her to make sure that she bequeathed what
19 she wanted to bequeath.

20 Q Okay. You went home and prepared it the way she asked
21 you to; is that right?

22 A Mm-hmm.

23 Q Okay. You brought it back at some point, and she wanted
24 some additional changes; is that correct?

25 A It -- there was something that was said in there. There

1 were no additional changes.

2 Q Okay.

3 A When I say "changes were made" and I asked her to come to
4 my office, that just means it was, you know, retyped up.

5 Q Okay. And when she went to sign it, did you review the
6 document and literally explain it to her?

7 A Yeah. I had already done that, too, whenever we were at
8 the house.

9 Q Sure. And all this execution of these took place at your
10 office at DSS?

11 A Yes, sir.

12 Q And this is not the first time, though, that you have
13 assisted people with preparing wills; is that right?

14 A Mm-hmm.

15 Q Okay. To the tune of more than five?

16 A I've notarized them, yeah.

17 Q Sure. But preparing wills is what I'm referring to.
18 You've prepared wills for more than five individuals?

19 A I've used the template.

20 Q Okay.

21 A It's cheaper.

22 Q And you're able to do that because you're a notary?

23 A Yes, sir.

24 Q Have you reviewed the Secretary of State's manual for
25 notaries?

1 A I did whenever I became a notary.

2 Q Okay. Do you recall the provision that says that
3 notaries are not allowed to prepare legal documents?

4 A Prepare them?

5 Q Sure.

6 A You mean type them up?

7 Q Prepare them; correct? Yeah.

8 A Type them up?

9 Q Listen to people's needs and type them up and prepare
10 them for execution.

11 A No.

12 Q Okay. You mentioned some conversations that took place
13 about Joe requesting his inheritance from Jane. Was that your
14 testimony earlier?

15 A It was a comment where she had told me.

16 Q You didn't hear Joe say that; correct?

17 A No. I did hear other --

18 Q The timeline on that, would that have been before y'all
19 broke up or after?

20 A After.

21 Q Okay. How far after; do you remember?

22 A Well, I was around 49. About 15 years or so. It was
23 when I was dating him some on and off.

24 Q So, the conversations with Ms. Jane where she was telling
25 about things with Joseph, they were after your break-up?

1 A Oh, yeah.

2

3 Q Do you recall the year?

4 A I mostly recall it in 20- -- you know, she would talk
5 about things in between -- I mean, the whole time. She was
6 always talking about it. But mostly she came -- whenever she
7 came and they were visiting, she just told me what she wanted
8 to do.

9 Q You mentioned during your relationship with Joe, which
10 ended in 2008 or 2009, they were -- there was tension. I
11 can't remember what -- you're very [indiscernible] about anger
12 [indiscernible]. They were upset with the conversation, but I
13 can't remember what you said. Something to that effect.
14 Would you agree me there ---

15 A Yeah.

16 Q -- between Joe and Ms. Jane about finances?

17 A Well, yeah, it was -- they were talking -- he was asking
18 for some money.

19 Q So, you would agree with me, she continued to rely on him
20 for help with finances and managing the various assets?

21 A I guess. I mean, I can't -- I can't testify to that.

22 Q But she did not -- Ms. Jane did not come back to you
23 after April 2019 for any additional updates to her will?

24 A No, sir.

25 Q How much advice did you give her about the financial

1 power of attorney, of gifting, things like that, the terms of
2 the financial power of attorney?

3 A How much advice did I give her?

4 Q Yes, ma'am.

5 A Well, that, I did also online. It was a template that
6 was used. I don't know about -- I didn't know about all of
7 her -- the only thing that she had mentioned was something
8 about there was a -- something about she had him as a
9 beneficiary of something. That's all I know about that.

10 MR. PARKER: Those are all the questions I have.

11 THE COURT: All right. Any redirect?

12 REDIRECT EXAMINATION

13 BY MR. SALLEY:

14 Q How long did you work -- excuse me. How long did you
15 work for DSS? [Coughing]

16 A Since --

17 Q Excuse me. How long did you work for DSS?

18 A Since 2016.

19 Q And what did you do there?

20 A I'm an HR liaison.

21 Q A what?

22 A An HR liaison.

23 Q What's an HR liaison do?

24 A We handle all employment hiring processes, vetting,
25 create their documents for hiring, answer -- you know, handle

1 all their payroll and that kind of stuff.

2 Q All right. You actually work for DSS?

3 A Yes, sir.

4 Q Thank you very much. I have no further questions.

5 THE COURT: Any recross?

6 MR. PARKER: No, Your Honor.

7 THE COURT: All right. The witness may step down.

8 Is she excused?

9 THE WITNESS: Do I just --

10 MR. SALLEY: She's excused.

11 THE WITNESS: Do I just leave these up here?

12 THE COURT: Yes, ma'am, I think you can leave that there.

13 Mr. Parker, any objection to her being excused?

14 MR. PARKER: No, Your Honor.

15 THE COURT: All right. Thank you, ma'am.

16 MR. SALLEY: The next witness, Your Honor, is Janie
17 Dawson.

18 THE COURT: Janie Dawson.

19 KATELYN JANE "JANIE" DAWSON,

20 After having been duly sworn, was examined and testified
21 to as follows:

22 THE CLERK: Thank you. Please be seated in the witness
23 stand. And once you are seated, please state your name,
24 spelling your last name for the record.

25 THE WITNESS: My name is Katelyn Jane Dawson.

1 D-a-w-s-o-n. And you may call me Janie.

2 DIRECT EXAMINATION

3 BY MR. SALLEY:

4 Q Janie, how are you related to Ms. Dawson?

5 A She's my grandmother on my father's side.

6 Q And who is your father?

7 A John Dawson.

8 Q And John Dawson, what happened to him?

9 A He passed away.

10 Q And, Janie, how old are you now?

11 A I am 29 years old.

12 Q And how much time did you spend at your grandmother's
13 house?

14 A Every day. We lived together.

15 Q And did you know Heather Pounds?

16 A Yes. She is my sister.

17 Q She's your sister?

18 A Yes.

19 Q And the two of you were close?

20 A Yes. Very close. I saw Heather every day pretty much.

21 Q And how about her children?

22 A I saw them every day, too. Her oldest daughter, Jana,
23 actually lived with me and my grandmother as well.

24 Q And what's your relationship with Joe?

25 A He's my uncle.

1 Q And how do you get along with him?

2 A We don't really much have a relationship for the past
3 couple of years. I used to come with my grandmother for some
4 Sunday visits with him, and she would bring my son over there.
5 But, yeah, ever since all this started, I haven't really
6 spoken to him.

7 Q And how old are -- how old are your children?

8 A My one son, he is 12 years old. 12 years old. Sorry.

9 Q So, Heather's children are a little bit older than yours?

10 A Yes. Her oldest daughter is an adult now, and she has
11 two more children, one that's older than mine, and then her
12 daughter was actually born a few months before my son.

13 Q The fathers, were they friends?

14 A Oh, yes. They went to school -- the same school
15 together. They're best friends.

16 Q Would you describe Heather's relationship with her
17 grandmother.

18 A It was a great relationship. Heather used to come over
19 and sit and talk with her on the porch every day.

20 Q Did -- what was your grandmother's relationship with
21 Heather?

22 A Very good. They loved each other very much.

23 Q What was her relationship with Joe -- Uncle Joe?

24 A She loved him as well, but I will say the relationship
25 was a little bit strained I would say the last couple of years

1 before her passing.

2 Q Why was it strained?

3 A I don't know all of the details. I do know there was
4 some sort of disagreement about bonds, but I don't know any of
5 the, like, you know, information about what happened there. I
6 just know that she was upset about that. She was also worried
7 about being put in a nursing home.

8 Q And did Heather ever pressure her to change her will?

9 A No, not that I am aware of.

10 Q Did Heather ever pressure her to get a power of attorney?

11 A No. She had actually asked me previously if I would be
12 her power of attorney, but I did not think that I would be the
13 best person for that, being that I don't understand legal
14 things or anything that I would need to do. She did mention
15 that she might possibly make Heather the power of attorney,
16 and I thought it was a good idea.

17 Q Did she -- did Heather ever pressure her to inherit
18 anything from her?

19 A No, not to my knowledge.

20 Q And you saw Heather almost every day?

21 A Yes. Pretty much every single day, they were out in the
22 porch talking to one another.

23 Q In the last month of her life, what happened to the
24 relationship between Joey and your grandmother?

25 A It was getting a little bit more strained. I guess

1 whatever argument they were having about the bonds came to a
2 head. She had stopped going over there as often. And I don't
3 know -- she might have been texting him, but I know I didn't
4 hear her on the phone or anything with him.

5 Q Didn't what?

6 A I didn't hear her speak to him or anything on the phone
7 leading up to that.

8 Q Did it involve the issue of bonds?

9 A I believe so, yes.

10 MR. SALLEY: I have no further questions.

11 THE COURT: Cross-examination?

12 MR. PARKER: Thank you, Your Honor.

13 CROSS-EXAMINATION

14 BY MR. PARKER:

15 Q May I call you Janie?

16 A Yes, please.

17 Q Janie, just so I'm clear, regarding the will -- and I
18 think Exhibit 1 -- on Defendant's Exhibit 1 and Plaintiff's
19 Exhibit 1 both in front of you, you never saw those documents
20 prior to your grandmother's passing?

21 A That depends. Prior to her passing? No.

22 Q You weren't involved in the preparation or the execution
23 of any of these documents?

24 A No, I was not.

25 Q Would you agree with me your grandmother did not have a

1 computer or a printer at home; is that right?

2 A Not at the time, no. She had owned one previously but
3 not at the time of her death.

4 Q Well, how about in 2019?

5 A Not in 2019, no.

6 Q The issues regarding the bonds you mentioned
7 [indiscernible], were you involved in any of those
8 conversations or transactions with the bank or anything else?

9 A Not necessarily. I just knew that there was some kind of
10 argument about the bonds, but I don't know any of that other
11 information.

12 Q A few months before your grandmother passed, she
13 purchased a brand new car. Do you remember that?

14 A Yes, I do.

15 Q And I think she bought two cars: one for you and then
16 Heather, apparently, bought the other one?

17 A Yeah. She had purchased a Toyota for me because my car
18 that I originally had broke down. The Toyota, I got scammed.
19 So, that one broke down pretty much immediately.

20 And then she had purchased the other car. The agreement
21 was is that I would pay her as I could for both of the
22 vehicles. But it was just a verbal agreement. We didn't have
23 anything in writing.

24 Q Did any of those things ever take place?

25 A I never got to make the first payment. I had just

1 started a new job.

2 Q If it was important to your grandmother, she didn't mind
3 spending money on [indiscernible]? For example, my
4 understanding is that she likes expensive clothes and would
5 splurge from time to time on expensive clothes?

6 A Maybe at Kohl's. I don't know if you'd call that
7 expensive, but she sometimes would take us clothes shopping.
8 Like, she bought me all my school clothes growing up and also
9 helped with my son as well. I don't know if you'd call that
10 expensive, but...

11 Q I was just using your words.

12 A Oh, okay. That's fine.

13 Q After her passing, the only thing you got at this point
14 is the vehicle, which is the Chevy --

15 A Yes, I have the Chevy Malibu.

16 Q Malibu. Thank you.

17 And life insurance proceeds; is that right?

18 A Yes.

19 Q I think Ms. Pounds testified yesterday that you received
20 somewhere around 119,000, at least that was the deposit --

21 A I think that was around what mine was. I can't say what
22 Heather got.

23 Q Okay. Those are all the questions I have.

24 THE WITNESS: Okay. Should I leave these up here?

25 THE COURT: Wait. Hold up. Redirect?

1 MR. SALLEY: None, Your Honor.

2 THE WITNESS: Sorry.

3 THE COURT: The witness may step down.

4 THE WITNESS: Thank you, Your Honor. Sorry about that.

5 THE COURT: Thank you.

6 All right. Next witness?

7 MR. SALLEY: Beg the Court's indulgence.

8 THE COURT: Yes, sir.

9 (Pause in the proceedings.)

10 MR. SALLEY: Your Honor --

11 THE COURT: Sir?

12 MR. SALLEY: -- we call Heather back to the stand.

13 THE COURT: Very well.

14 THE CLERK: Do you need me to swear her again?

15 THE COURT: I think I can just say she's still under
16 oath.

17 You're still in the same proceeding. You're still under
18 oath from yesterday. Do you understand that?

19 THE WITNESS: I'm not going to lie.

20 THE COURT: Well, I know that, but I'm just saying -- I'm
21 telling the clerk she doesn't have to swear you again. That's
22 all.

23 HEATHER POUNDS,

24 after having been previously sworn, was examined and
25 testified to as follows:

1 RECALLED DIRECT EXAMINATION

2 BY MR. SALLEY:

3 Q Heather, you've already testified, so I'm going to avoid
4 asking you the same questions twice. I'm going to try to. In
5 my old age, sometimes I forget.6 But we have listened to Jacob and Brock testify
7 yesterday.

8 A Jacob testified. Brock is in -- Brock is in Tennessee.

9 Q We listened to Jacob testify and his mother testify ---

10 A Yes.

11 Q -- that you sent a \$20,000 check to Brock ---

12 A I did.

13 Q -- that [indiscernible] tore up?

14 A Yes.

15 Q And [indiscernible] a \$20,000 check and he basically --
16 he refused?

17 A He did.

18 Q Why did you do that?

19 A Because my grandmother had a whole list of many things to
20 do one-on-one --

21 THE COURT: Hold up. There's an objection made.

22 THE WITNESS: Okay.

23 MR. PARKER: Yes, Your Honor. [Indiscernible]

24 THE COURT: I think -- I think we're going there, but we
25 have a will. It's a matter in evidence.

1 And as far as additional distributions that you are
2 potentially told by the decedent, I think your objection to
3 that would be the Dead Man's statute.

4 MR. PARKER: Yes, that's correct.

5 THE COURT: All right. So, we're trying to give you all
6 the leeway we can, though. So, the question was --

7 MR. SALLEY: "Why did you do that?"

8 THE COURT: Why did you send -- okay.

9 So, the objection would be sustained to the extent that
10 you're going to offer testimony that Ms. Jane Dawson told you
11 to do it.

12 THE WITNESS: Correct.

13 THE COURT: Because it's not in writing.

14 THE WITNESS: Correct.

15 THE COURT: All right. So, you can -- if there's any
16 other reasons you did it, you're free to tell us about it.

17 THE WITNESS: Can I talk about what her will states?

18 THE COURT: Sure. The will is in evidence

19 THE WITNESS: Oh, okay. Her will --

20 MR. SALLEY: Do you have a copy in front of you?

21 THE WITNESS: I do, sir.

22 MR. SALLEY: Okay. Go ahead.

23 THE WITNESS: Yes, sir. Her will states that it was to
24 be given to me and me to give at my -- whatever that's called.

25 THE COURT: What are you reading? Just so I'm --

1 THE WITNESS: Let's see, which one are we at?

2 THE COURT: And just to be clear, we're talking about the
3 July 2019 will; correct?

4 THE WITNESS: July...

5 MR. PARKER: Plaintiff's 1.

6 THE COURT: Plaintiff's 1. Okay.

7 THE WITNESS: Plaintiff's 1. Let's go to Plaintiff's 1.
8 She authorized me to dispense any residue of her -- "of
9 my estate to any family member."

10 THE COURT: Which paragraph?

11 THE WITNESS: 8(e).

12 THE COURT: I'm not trying to do the questions.

13 THE WITNESS: I'm sorry.

14 THE COURT: I just want to make sure I know where she's
15 reading.

16 THE WITNESS: I'm on 8(f).

17 THE COURT: Okay.

18 THE WITNESS: There's also something in here --

19 MR. SALLEY: [Indiscernible].

20 THE WITNESS: Okay. On this one, it says 10(c), "I leave
21 Heather Pounds Gilbert any and all monies left in my estate
22 and all bank accounts, after all debts have been paid and
23 closed out, whatever that might be, with no legal obligation."
24 And then it says that I can use it at my will somewhere.

25 MR. PARKER: Still on Plaintiff's 1?

1 THE WITNESS: Yes.

2 MR. PARKER: [Indiscernible].

3 THE WITNESS: "Heather will decide how to use any monies
4 left to her." That is in "Additional Provisions."

5 BY MR. SALLEY:

6 Q Do you think it's the right thing to do?

7 A 100 percent the right thing. I love my siblings like I
8 love my children.

9 Q Now, how did you find out of your grandmother had passed
10 away?

11 A I was at work. I had just sent her a text and let her --
12 to tell her that my 18-hour search for the Clorox soap was
13 over because I found it.

14 And the phone rang and I thought it was her calling me to
15 say thank you. And I answered it without looking at the
16 phone, and a lady's voice said, "I need to speak to Joseph
17 Dawson."

18 And I was like, "I'm sorry; this isn't his number. I can
19 call him, I guess. But may I ask who's calling?" Like, why
20 are you calling, asking for my uncle?

21 And she said, "Oh, this is Heather?"

22 I said, "Yes."

23 And she's like, "This is your Grandma's doctor."

24 I was like, "Oh, I didn't know she had an appointment
25 today."

1 She said, "Heather, where are you at?"

2 I said, "I'm at work. What's wrong?"

3 And she said the company, which I then learned was a
4 defibrillator company, had Joey's number as the emergency
5 contact, but the doctor's office had my number as the
6 emergency contact. So the defibrillator company started
7 calling Joey at 3:17 whenever her heart stopped, and he never
8 answered the phone. So they finally got in touch with me at
9 10:14, and she -- whenever I realized what was going on, I
10 just hit the floor, screaming.

11 And my best friend came and picked me up off the floor,
12 and I got her to call my sister. I was like, "Something's
13 wrong," like, "Nobody told me my grandma was dead." Like, I
14 just knew that, why is his doctor calling me asking for Joey?
15 And why is this doctor asking me where I am?

16 And she's like, "Heather, just get to your grandma."

17 So, I called my sister, and I said, "Something is wrong.
18 We gotta get there."

19 So, my work people started driving me. She started
20 freaking out and driving. And while I was on the way there, I
21 was calling all my neighbors, and only Ms. Linda across the
22 street answered the phone. And I gave her the door code. My
23 daughter and my nephew were there; it was the first day of
24 COVID with being no school and I couldn't wake them up, thank
25 God.

1 But I got my neighbor to get in the house, and then I saw
2 her number pop up. And she said, "Heather, she's gone." And
3 whenever she said that, it hasn't been right since. Nothing's
4 been right since.

5 I called my sister, and I think she knew whenever I said
6 the doctor called. I think my sister immediately thought
7 about the defibrillator. And I wasn't putting two and two
8 together. I thought she was having a heart attack at first
9 maybe, and I was too far away to get to her.

10 I called the ambulance on the way. They showed up. And
11 I called Joey non-stop, non-stop. Used her phone to call Joey
12 non-stop, non-stop.

13 Got the coroner to call him. And me and my sister and my
14 aunt laid in bed with her for about -- and my nephew and my
15 daughter laid in the bed with her for about three hours until
16 they finally said that they had to take her.

17 That's how I found out.

18 Q When was Joey actually told?

19 A I don't know about that because I tried to call him
20 immediately as I was on the way.

21 Q [Indiscernible] told him?

22 A I think my cousin Britt told me. It's hearsay, so I
23 don't know. I called Britt first before I even reached the
24 house, and I was screaming. And he knew by me just screaming
25 and crying that my grandma was dead.

1 So, then my Aunt Linda called me, and I couldn't even
2 talk; my daughter had to take over the phone. Like, I could
3 not make a coherent speech of anything. And Linda said, "I
4 got it, I got it, I got it." And I guess she was going to
5 tell the family.

6 But nothing at all was on Facebook at all from any family
7 that I saw until at least three days later -- two days later
8 when we knew everyone knew. And I knew Joey knew because
9 that's whenever I finally got in touch with the company that I
10 had her body gone to, Barr-Price. And they called him and
11 called him and called him, and I think he finally called them
12 back. But I know that he knew Monday night because my cousin
13 and my aunt told me. I didn't speak to him because he never
14 answered the phone for me, but I tried my best.

15 Q Did you ask the funeral home to call Joey?

16 A Yes, I did. He had to because my -- the power of
17 attorney ends at death, so I had no rights. I was not the
18 next of kin to her body. And we both knew that she wanted to
19 be cremated. So, I knew that that was going to be on Joey.
20 Even though it was in her will, he was still next to kin, so I
21 had the funeral home call him and call him and call him.

22 Q So, you tried to contact Joey [indiscernible]?

23 A Yes.

24 Q You've heard Joey testify that there was a limited number
25 of people that could attend the funeral [indiscernible].

1 A I heard --

2 Q Do you remember that?

3 A I did hear.

4 Q Did y'all have a celebration of life for her passing?

5 A We did.

6 Q When was that?

7 A We had the Celebration of Life on that Thursday, I
8 believe. It was Thursday.

9 Q Where was it held at?

10 A At my grandma's house.

11 Q Who organized it?

12 A Me and my sister.

13 Q What sister?

14 A Janie.

15 Q Who attended?

16 A All of our neighbors. My brother Jacob. All of the
17 great grandkids, which is my daughter, Jana; my son, Dawson;
18 my daughter, Jena-Lee (ph). My nephew, Trent. My aunt was
19 there. I think my husband was there. It was -- Kim Johnson
20 was there. I really -- that day was a blur, honestly.

21 Q Was Joey there?

22 A He was not.

23 Q Let's go back to the family history one second. Your
24 mother died when you were what?

25 A Whenever my mom died, I was -- I don't even know how old

1 I am right now; I can't think. I think I was about 33. 32 or
2 33. No, 35.

3 Q She basically abandoned you before that, didn't she?

4 A She what?

5 Q Basically abandoned you?

6 A Not -- not abandoned me, no. Her and my grandma were
7 best friends. So, I always stayed with my grandma. Like
8 always. I was always there.

9 Now, whenever they were younger, in their partying days,
10 they were like 15 to 18, I was always at my grandma's house.
11 But she would always -- she'd also be there. Like, we all
12 lived -- like, we stayed at the lake. We stayed with my
13 grandma.

14 Q And your natural father abandoned you?

15 A No -- my natural father, yes. I don't even know him at
16 all. Not my mom. My dad -- or my bio dad.

17 Q [Indiscernible] Dawson is your family?

18 A The Dawsons are 100 percent my family. That's why I
19 named all my children after them.

20 Q Your daughter contacted you concerning a Facebook
21 account?

22 A Uh-huh, yeah.

23 Q [Indiscernible] sent me a copy of the Facebook. Did --
24 and it was under the name -- what was the name?

25 A Heather Lee.

1 Q What was it?

2 A Heather Lee.

3 Q Is that your Facebook?

4 A No. I am Heather Lee Pounds.

5 Q And what -- your daughter responded and she -- your
6 daughter is not here. She says she --

7 A My daughter is not here, correct.

8 Q But is there a post [indiscernible]? Do you recall what
9 that post says?

10 A She posted in -- it was three years ago. I didn't even
11 know about this. But that account, she screenshot it and
12 said, "No one accept this friend request; it's a fake
13 account."

14 Whoever made this account, blocked me from seeing it, but
15 they did not block my daughter from being able to see the
16 public post on it. And she made this post three years ago to
17 not accept friend requests.

18 Q I found out about this last night. I'm going to show
19 this to you and opposing counsel. Yesterday, you said that --
20 [indiscernible].

21 (Counsel confer off the record.)

22 MR. SALLEY: Your Honor, since this is a public domain, I
23 don't think it's a hearsay problem.

24 THE COURT: Well, let's take a look at it first.

25 MR. SALLEY: I originally intended to introduce this

1 through --

2 (Counsel confer off the record.)

3 BY MR. SALLEY:

4 Q Jana Martin is your daughter?

5 A Jana Martin is my oldest child.

6 MR. PARKER: [Indiscernible] objection to this.

7 THE COURT: How -- well, even if you don't, how am I
8 supposed to make this...

9 MR. SALLEY: Your Honor, what we can do is --

10 THE COURT: Take a screenshot of it?

11 MR. SALLEY: Make a screenshot of it. I don't know how
12 to do that, but I'm sure somebody -- one of these young kids
13 probably knows how to do it.

14 THE COURT: I suspect you may learn how to do it today.

15 MR. SALLEY: Yes, Your Honor. I'll try to get that done
16 today.

17 THE COURT: Well, you're looking at it?

18 MR. PARKER: It's a -- yeah, it's a post from her
19 daughter tagging this alleged fake account. I don't --

20 THE COURT: What's the date on the post?

21 MR. PARKER: March of 2023

22 MR. SALLEY: March 14th of 2023.

23 MR. PARKER: And we're getting a little out --

24 MR. SALLEY: Well, [indiscernible].

25 THE COURT: All right. I'm just going to come down to

1 y'all and take a look at it.

2 (Pause in the proceedings while the Court conferences
3 with the attorneys.)

4 BY MR. SALLEY:

5 Q Is that the post that you saw last night?

6 A Yes. Well, whenever I told my daughter about -- asked
7 her if she knew that I had another Facebook page, she's like,
8 "Hold on, let me look. I think I do remember that."

9 And then she scrolled through, and she's like, "Yeah, I
10 even made a post about it."

11 And I was like, "Okay, please screenshot it."

12 I cannot see this account, but whoever runs this account
13 didn't block it from my daughter being able to see it. So,
14 she can still see it. And she says they -- people are so
15 posting on this account like it's me. I can also show my
16 phone and pull up my accounts to show you that this is not my
17 account. This is not run by me.

18 Q So, the account that made the alleged threats is not your
19 account?

20 A 100 percent not my fault. I did not do it. And I love
21 my uncle to this day, and I would never threaten him in any
22 way.

23 THE COURT: All right. I looked at the screenshot.
24 There's no objection from opposing counsel. I directed
25 counsel to just send a PDF or some sort of screenshot to the

1 Court later today and will admit that as Defendant's Exhibit
2 5.

3 (Defendant's Exhibit 5, Screenshot of Facebook Post, was
4 marked for identification and received into evidence.)

5 MR. SALLEY: Thank you, Your Honor.

6 BY MR. SALLEY:

7 Q Did your brother, Jacob, stay with you after the funeral?

8 A He did, for a week.

9 Q Did you pay him for the time he missed, you know, off
10 work?

11 A I did.

12 Q And how was his attitude towards you at the time?

13 A His attitudes towards me? Was that your question? I'm
14 sorry; I didn't hear it.

15 Q I'm sorry?

16 A Did you say what was his attitude towards me?

17 Q Yes?

18 A He was my brother. He hugged me. We sat on the porch
19 and listened to him play the guitar. And it was like I have
20 my brother back. I hadn't seen him since my dad died.

21 Q Did you explain your grandmother's will to him?

22 A I did.

23 Q Did you offer to give him his first part?

24 A His first part, I offered to give him 20,000.

25 Q Did you tell him that the final part would come at the

1 sale of the home?

2 A I did.

3 Q Did you tell him you were [indiscernible] his money into
4 some [indiscernible] trust?

5 A Yes.

6 Q Now, you don't --

7 A Something like a trust.

8 Q You didn't really understand what a trust was, did you?

9 A I did. The kids don't. So, that's why I said something
10 like a trust.

11 Q But you [indiscernible]?

12 A I didn't know, huh-uh.

13 Q And were you [indiscernible] you didn't have a lawyer; is
14 that correct?

15 A I did not.

16 Q You only became familiar after you got sued?

17 A Exactly. I did not want to go to court.

18 Q So, you were basically unrepresented?

19 A Correct.

20 Q [Indiscernible] time up until [indiscernible]?

21 A Yes.

22 Q [Indiscernible]. What was in that account?

23 A The annuity that I made. With the annuity that I made.

24 It was somebody the money that I received from her bank

25 accounts and the life insurance policy.

1 Q [Indiscernible] since the [indiscernible]?

2 A Paid all of this.

3 Q I'm sorry?

4 A Paid for all of this for the past four years. That's why
5 all of it wasn't to be distributed at first because my
6 grandmother knew there would be a fight. She just did not
7 know it was going to be four years of fight. So, I've had to
8 pay for the other house and the car and -- it's a lot. And
9 I've also been taking care of my other brother, Brock.

10 Q Taking care of who?

11 A Brock, my youngest little brother.

12 Q And how much did you spend [indiscernible]?

13 A I didn't add it all up, but just guesstimating, probably
14 since about a year before she died, I've spent about 42,000 on
15 him. But that's my own money too.

16 Q [Indiscernible] the year before he died?

17 A Yep.

18 Q What did he die of?

19 A Oh, before she -- my grandma died.

20 Q Oh, okay.

21 A I've always made sure my little brother was okay.

22 Q What did -- what did you spend -- what [indiscernible]
23 Brock?

24 A His inpatient and outpatient treatment for addiction.
25 He's went to several of them and walked out the next day. But

1 now, he's out on parole and he's in a halfway house and he
2 graduated, and he's been clean for almost 2-1/2 years now.
3 But I used money to -- that was before my grandma died so that
4 doesn't matter. But I would, like, make sure his doctors were
5 paid, his treatment was paid. He had to have Suboxone, and
6 that was \$375 a week, and his doctor's appointments were \$625
7 every two weeks. But, honestly, I don't care about that
8 because I would pay that no matter what because that's my baby
9 brother.

10 Q How many times had Jane spoken to Jacob since his
11 father's death?

12 A One time. She spoke to him one time since my father's
13 death in 2008.

14 Q And Jane [indiscernible]?

15 A Who? Jane is my grandma. We all --

16 Q And Jacob is?

17 A Jacob is my brother.

18 We all call my grandma Jane, including Joey.

19 Q How many times has she spoken with Tammy [indiscernible]?

20 A I don't know of any. She didn't care for Tammy. But I
21 know she talked to Jacob one time.

22 Q You had a key or access to Jane's and Joey's deposit box?

23 A Absolutely not. I had no access to that deposit box.

24 And even with power of attorney, I can't get it, because my
25 name is not on the box.

1 Q And, yesterday, I think you established that you had
2 never used the power of attorney.

3 A Never used my power of attorney.

4 Q Did you ever withdraw money while your grandmother was
5 living?

6 A Did I withdraw money while she was living for myself?

7 No.

8 Q Did you ever text your uncle and [indiscernible] since?

9 A No.

10 Q How did he find out about the bruises [indiscernible]?

11 A From me. I called him for two weeks.

12 Okay. So, the first three days, he didn't answer, of
13 course. So, I sent him a text because the bruise got so big.
14 First of all, she fell in the -- she fell. The neighbor saw.
15 The neighbor called me. I took her to Urgent Care immediately
16 with my sister. It did not look bad at the time, but she's on
17 heparin.

18 So, like, three days later, this was the scariest looking
19 bruise I've ever seen in my life. Like, you could touch my
20 grandma and she'd get a bruise. So, whenever she fell, it was
21 up her whole leg. And I do have pictures of that. But I took
22 a picture. And finally, for him to answer me, I sent him a
23 picture from my phone that I took, and I said, "Joey, this is
24 what's going on. I want to take her back to Urgent Care. I'm
25 scared that she's going to have a blood clot."

1 And Jane's like, "I don't have to go back, it's because
2 my heparin," blah, blah, blah. And that's how she was. She's
3 like, "I'm fine."

4 Joey finally texted me a few days later and said, "I
5 don't have time for Jane and her hogwash. I have real
6 problems to deal with here."

7 And then, two weeks later, that's whenever my sister
8 moved to Colorado with my nephew, and then my Grandma had a
9 panic attack in the middle of the night and called me. So,
10 that's where the 3:00 a.m. hospital visit came in.

11 And I called him about that, and he never responded once
12 to that. Nothing. I heard nothing at all for my uncle until
13 after the bonds were removed.

14 Q Did you distribute money to any other -- to any other
15 heir besides your two brothers?

16 A Well, I gave the car to my daughter, so that's -- my
17 grandmother said in the will that's what she wanted.

18 The other car, that was my sister's, just in my grandma's
19 name, to my sister.

20 I gave her two sisters two things from their grandmother,
21 and that was long before any of this started, long before
22 lawyers were ever involved because they called me a week after
23 she died and asked for them.

24 I'm trying to think. I don't --

25 Q Did you let Joey come into the house and let him start

1 [indiscernible]?

2 A Yeah, I tried to talk to Joey several times. I mean, he
3 won't speak to me. But he did come in the house that day, and
4 I was hoping that we could talk and this would never reach
5 court because you shouldn't fight over money.

6 But he came in and all he did was took pictures of
7 everything. So, that's it. He didn't take anything. I gave
8 him my granddad's ashes because Jane had asked her ashes to be
9 distributed amongst everybody, and they haven't been. So, I
10 gave him my granddad's ashes.

11 Q Did you offer to let him take --

12 A Anything. I asked him -

13 Q -- anything of value?

14 A I asked him, and he said he didn't have a truck for that.
15 Well, he didn't even say it to me. He just said, "I don't
16 have a truck for that today" and walked out.

17 Q Did you offer?

18 A I offered.

19 Q And his tools?

20 A Everything.

21 Q Janie took -- signed and paid bonds for Joey's arrest
22 [indiscernible] granddad's [indiscernible]?

23 A Yes. My grandmother signed the bonds the day Joey was
24 arrested. I went because the bondsman said that we were going
25 to have to drive him, the bondsman, to Newberry to pick him

1 up. So, that's the only reason I went, or I would have never
2 left my granddad. We had to call my mom to come over to sit
3 with my granddad. So, that's the only reason I went.

4 I didn't want her riding with some strange man. And he
5 was definitely a strange man. I don't know if you know
6 bondsmens, but this was a strange man. And I didn't want my
7 grandma riding with him to Newberry. So, she signed the bonds
8 and did all that paperwork, and all I did was drove the
9 bondsman to get my uncle in Newberry.

10 Q Did you see the charges against him?

11 A I did see the charges against him.

12 Q What was it?

13 A It was driving with no license, open container, and DUI.

14 Q It's not just because his tags were [indiscernible]?

15 A No, sir.

16 Q Do you know what the disposition of those charges was?

17 A I have no idea. I'm sure my grandmother probably got him
18 a good lawyer, and he probably got it knocked down to a
19 taillight out or something.

20 Q Did he ever pay the bondsman?

21 A No, not that I saw. The bondsman yelled at him the whole
22 time we were in the car.

23 Q Did you want the will to be written as it was written?

24 A No. I did not like the way the will was written at all.

25 Q Why not?

1 A Because my brother's names weren't in there, and I knew
2 -- my brother, Brock, did talk to my grandma, but my brother
3 Jacob didn't. So, I didn't want them to see this and not
4 understand that I was splitting it fairly.

5 And she said, "Heather, they trust you. They're not
6 going to think that."

7 And I was like, "Please change this, because if I lose my
8 siblings, I don't want any of it."

9 Q How much sleep did you get last night?

10 A I didn't. I just cried all night. I'm sorry. I didn't
11 sleep.

12 MR. SALLEY: I don't think I have any further questions.

13 THE COURT: Cross-examination?

14 RECALLED CROSS-EXAMINATION

15 BY MR. PARKER:

16 Q Ms. Pounds, let me back up to one of the first questions
17 you were asked about -- well, maybe not the first question but
18 midway through your testimony, you were talking about after
19 your grandma has passed, trying to reach my client,
20 Mr. Dawson.

21 A Yes, sir.

22 Q You don't have any personal knowledge or phone records or
23 anything that confirms he received any phone calls from the
24 defibrillator people, the coroner's office --

25 A As in paperwork or just them telling me that they called

1 him non-stop, just like I did?

2 Q Sure. Other than what you're saying they told you, do
3 you know that those calls actually were made and he received
4 them?

5 A I'm sure it's paperwork in her medical charts, but no, I
6 didn't get them. I never thought to get them.

7 Q You mentioned making, you said, medical payments. Was it
8 \$42,000 for Brock?

9 A It was -- no, this was total. Everything that I've done
10 for him. Probably about five years. But I didn't -- I didn't
11 sit there with a calculator and that's not a big deal to me.

12 Q What's significant to me is what happens after your
13 grandmother passes away.

14 A Okay.

15 Q So, what portion of your grandmother's funds would have
16 been used for paying Brock's care?

17 A I would say probably -- I mean, I don't -- like, I don't
18 keep receipts for stuff like this. I would probably say
19 20,000, 30,000, maybe.

20 Q When did Brock get out of prison?

21 A Which time?

22 Q All right. So, since your grandmother's passing, he was
23 incarcerated for --

24 A He was out for a good year and a half after she passed,
25 and then he went back in. And now, he got -- he's been out

1 for 47 days now.

2 So, I also put money on his books, made sure that he
3 could call his brother and his mom, and put money on his phone
4 and things like that while he was in.

5 Q So that -- you only recall James speaking to Jacob one
6 time?

7 A It was only one time.

8 Q One time [indiscernible]?

9 A I can elaborate.

10 Q Well, I just want to confirm that was your testimony.

11 A Yes, sir.

12 Q Okay. And you had direct knowledge of that?

13 A I would. I was standing right there.

14 Q For 12 years?

15 A No, for the phone call.

16 Q Sure. But during that 12-year period, how would you know
17 it was only one time?

18 A I talked to my grandma every day about everything.

19 Q I'm asking if you had any direct comments. I mean --

20 A She told me that she hasn't spoke to him. That's my
21 direct comment.

22 Q Fair enough.

23 Mr. Salley asked you earlier if you transferred any money
24 or received any money during your grandmother's life.

25 A Yes.

1 Q Do you recall that? And you said no?

2 A Yep.

3 Q We talked yesterday about the Fidelity Fund being
4 deposited in June 2018.

5 A In our account.

6 Q [Indiscernible] there was an internet transfer to you for
7 14,000.

8 A But it was not for me.

9 Q But it went to your account.

10 A It went to my account, but it was not for me. And that
11 was at my grandmother's request.

12 Q She had her own account with checks?

13 A She did. She paid for my son to go to Brain Balance.
14 That's what that was for, for me to write the check.

15 Q I think you testified a moment ago about a
16 hospitalization. And when was it?

17 A Hmm?

18 Q When was the hospitalization? When was Jane's
19 hospitalization?

20 A Her hospitalization was -- there's an Urgent Care visit,
21 and then there was her trip to the hospital at 3:00 a.m. The
22 ambulance was called by me. And both of those happened before
23 April -- weeks before April.

24 Q Of what year?

25 A 2019.

1 Q Do you recall, when I deposed you, I asked about any
2 hospital visits, hospitalizations, and you indicated there
3 were none in 2019.

4 A There wasn't any hospitalizations.

5 Q Okay.

6 A That's not -- I mean, going to the hospital for a panic
7 attack, I don't see as a hospitalization, because she wasn't
8 ever admitted.

9 Q So, during the Facebook account, did your sister -- on
10 the account she shared you -- shared this with you, I
11 suppose -- is it your daughter?

12 A My daughter.

13 Q -- shared this post with you. Did she share anything
14 else about activity within that account?

15 A She can only see what's been posted publicly because I'm
16 blocked, but they didn't block her, whoever is running this
17 account. But she says they're actually using pictures that
18 are on my regular account. So whoever did it has access to my
19 regular account.

20 Q Okay. You don't recall making any posts indicating that
21 you no longer pay for two houses, on Facebook?

22 A Two houses? Probably. I've definitely said that, I'm
23 sure. And that's what my daughter said. A lot of things are,
24 like, they can read my posts on my page and they're adding
25 stuff to it on the other page.

1 But I have definitely said I can't pay for two houses
2 anymore. That's so hard. One income, two houses, four kids,
3 yeah.

4 Q So, your own post indicated -- this Heather Lee account
5 -- that "Jane never let me use the word 'hate'." Is that
6 something you ever said on Facebook?

7 A Jane never let me use the word what?

8 Q "Hate."

9 A "Hate"?

10 Q It says, "I now hate you. And Jane never let me use that
11 word."

12 A Jane's never said I can't use the word "hate." She said
13 no N words, no R words.

14 Q On the Heather Lee Pounds account, do you ever recall
15 posting about burning down the house?

16 A My house? Yes. Not Jane's house. And that was a joke
17 and it's because my contractor stole my money and dipped.

18 Q The hundred-and-some thousand that you paid?

19 A Yes. They built the addition on, and my house is now
20 wood. So that was, like, a joke.

21 Q The annuity you referred to, that's the \$15,000 that's
22 left [indiscernible]?

23 A That's what's left in there, yes.

24 Q So, all the funds -- the 206,000 that was transferred out
25 of Ms. Janes' account, those went through an annuity at some

1 point?

2 A Yes.

3 Q And then, as time went on, you took distributions?

4 A Yeah, I was having to keep up the house until the Court
5 stopped it all.

6 Q I think you testified yesterday there's 72,000 in house
7 expenses associated with Ms. Jane's house?

8 A Just the house, yes.

9 Q And then a hundred-and-something thousand to pay that
10 contractor?

11 A Mm-hmm.

12 MR. PARKER: Your Honor, those are all the questions I
13 have.

14 THE COURT: All right. Any redirect?

15 MR. SALLEY: Just a couple, Your Honor.

16 RECALLED REDIRECT EXAMINATION

17 BY MR. SALLEY:

18 Q [Indiscernible] the Fidelity funds, what -- why were they
19 transferred -- email transferred funds into your account?

20 A My account?

21 Q Right.

22 A I didn't have anything to do with Fidelity. What do you
23 mean?

24 Q [Indiscernible] funds that she had [indiscernible].

25 A Oh, she cashed out her Fidelity account, and then, with

1 that check and my savings account money, we went and opened an
2 account together, because there was a -- she wanted to put a
3 savings account. I told her that was stupid because she was
4 going to have to pay a ton of taxes the next year, what she
5 did. But it was -- the market account was higher than the
6 savings account, and she wanted it just to go in a savings
7 account. So, we put it in a market rate account together, and
8 we opened it together.

9 Q How much of it was hers and how much of it was yours?

10 A I put money into it every month, and no, I did not go
11 check how much or anything. I think I put maybe 6,000 in, and
12 I think she put, I don't know, a hundred thousand. I'm not
13 sure.

14 Q And how much did she put into it?

15 A That -- she only put in that check.

16 Q And how much was that check?

17 A I'm not -- I never saw the check. We opened the account
18 together, and she deposited the check.

19 Q No, I mean, with the internet transfer.

20 A I know that she told me that it had finally reached over
21 \$100,000 because, whenever she took it from Joey, it was only
22 at 80. And she said, once it got over a hundred, she wanted
23 to cash it in. So, I know it was at least a hundred thousand.

24 Q Did you get any of that money?

25 A No. I mean, that -- after -- after she died, yes.

1 Q But until then?

2 A No.

3 Q Okay. Thank you.

4 And -- I think that's my only questions.

5 THE COURT: All right. Any recross?

6 MR. PARKER: Briefly, Your Honor.

7 Your Honor, if I may approach and hand the witness

8 Exhibit 7

9 THE COURT: Sure.

10 MR. PARKER: Plaintiff's Exhibit 7.

11 RECALLED RECROSS EXAMINATION

12 BY MR. PARKER:

13 Q Ms. Pounds, if you'll take a moment and confirm that
14 that's the account with [indiscernible].

15 A This is our safety -- our -- yeah, this is our savings
16 account we opened together.

17 Q The money market --

18 A Yes.

19 Q -- the one you just described?

20 A Yes.

21 Q Can you show me where the \$6,000 deposit is?

22 A It's in other credits. I was -- and you can see it. You
23 didn't mention it yesterday. But it's on each statement. I
24 added \$200 out of each paycheck.

25 Q For what reason?

1 A And she had -- because it was my account too.

2 Q But why deposit \$200?

3 A It's a savings account. It was the highest rate savings
4 account.

5 Q Do you know how many months you made those deposits?

6 A Until she died.

7 Q So, she died about eight months after the account was
8 opened?

9 A Yeah. And I also gave her cash. I gave her the cash.
10 She had a check. I took the cash out of my savings account
11 and gave it to her, and that's what we used to open this
12 together.

13 Q I guess what I'm trying to find is the \$6,000. Eight
14 months at \$200 a month is \$1,600.

15 A No, no. I had started with \$6,000, and then I added \$200
16 every paycheck. And I get paid every other week.

17 Q Okay. But where is the 6,000?

18 A I don't know. I gave her it in cash, and that's what we
19 used to open this with.

20 Q Do you think the 96,000 was part of -- included your six?

21 A I'm not sure.

22 It says beginning balance: 82. And then it goes to 96.

23 Q I think it says the beginning balance is zero, and it was
24 funded with the \$96,000 deposit.

25 A Okay.

1 Q I want to make sure we're on the same page. Do you
2 agree?

3 A Yes. I gave her the \$6,000 in cash out of my safe -- out
4 of my bank account. And then you can see my bi-weekly
5 deposits.

6 MR. PARKER: Your Honor, if I may approach.

7 THE COURT: Sure.

8 BY MR. PARKER:

9 Q Ms. Pounds, if you'll take a look at -- and see if she
10 recognizes [indiscernible].

11 A Yeah, I never saw the check.

12 Q Were you all together when the account was open?

13 A We were together whenever the account was opened.

14 Q And the check was deposited that day?

15 A Yes. But it's like we went into a room. We signed the
16 paperwork and everything, and then she went to the counter. I
17 didn't. This is her money.

18 Q So, it says, "Customer deposit, \$100." Right? And then
19 customer deposit on June 25th, \$96,150.11?

20 A Mm-hmm.

21 Q Do you agree with me that matches the amount from the
22 Fidelity check?

23 A I don't know how much that Fidelity check was, but I'm
24 looking at -- I'm looking at it here, and it says it is the
25 Fidelity check.

1 MR. PARKER: Your Honor, I'd move to admit this as
2 Plaintiff's 12.

3 THE COURT: All right. Without objection?

4 MR. SALLEY: Without objection.

5 THE COURT: All right. Plaintiff's Exhibit 12 is
6 admitted into evidence.

7 MR. PARKER: Let me make sure it gets marked.

8 THE WITNESS: This one?

9 MR. PARKER: Yes ma'am. Thank you.

10 (Plaintiff's Exhibit No. 12, Copy of Check, was marked
11 for identification and received into evidence.)

12 BY MR. PARKER:

13 Q I think Mr. Salley was asking about the \$14,000 transfer
14 earlier. I wasn't sure what the answer was about that.
15 \$14,000 was moved from this account on [indiscernible] the 7th
16 to your personal account.

17 A Mm-hmm.

18 Q Do you recall with those funds [indiscernible]?

19 A Yes. My grandmother had researched Brain Balance, and
20 she found -- my son is on -- Dawson, my 15-year-old, at the
21 time he was -- I don't know. He was having a rough time in
22 school. He's on an IEP. And she had seen a commercial or
23 something about Brain Balance, and she wanted to put him in
24 Brain Balance. And he did go through Brain Balance, and it
25 definitely helped him, but she paid for it. She wanted to.

1 That didn't have anything to do with me. I didn't ask her to.

2 Q But she was capable of paying her bills at that time?

3

4 A 100 percent, yes. But this account, did not -- we did
5 not have checks on this account. So, I set it up, as his
6 mother, and I paid it.

7 MR. PARKER: Okay. Those are all the questions I have.
8 Thank you.

9 THE COURT: All right. The witness may step down.

10 THE WITNESS: Thank you.

11 MR. SALLEY: No further questions.

12 THE COURT: All right. Any other witnesses?

13 MR. SALLEY: No, Your Honor.

14 THE COURT: All right. Let's take a short break. Let's
15 take five minutes to refresh ourselves, and then we'll come
16 talk some more. All right?

17 No reply witnesses, I presume?

18 MR. PARKER: I don't believe so, Your Honor.

19 THE COURT: Okay.

20 MR. PARKER: Let me consult with my client real quick,
21 but I don't think so.

22 (A recess was taken from 10:31 a.m. to 10:43 a.m.)

23 ARGUMENTS OF COUNSEL

24 THE COURT: Okay. Are we ready to make some arguments?

25 MR. SALLEY: Yes, Your Honor.

1 THE COURT: All right. Mr. Parker, as I recall, the
2 primary issues where you were -- I believe undue influence in
3 the will and execution; correct?

4 MR. PARKER: That's correct, Your Honor.

5 THE COURT: As well as conversion, constructive trust,
6 and removal of PR.

7 MR. PARKER: [Indiscernible] account [indiscernible]
8 funds that may have been [indiscernible]. [Indiscernible]
9 included all the actions [indiscernible] for the basis for
10 attorney's fees [indiscernible].

11 THE COURT: Okay, yeah.

12 MR. PARKER: [Indiscernible] Your Honor's preference.

13 THE COURT: That's fine.

14 Let's just -- the first few witnesses we talked about, I
15 think, went toward your -- the execution of the will claim.

16 MR. PARKER: Sure.

17 THE COURT: Why don't you tell me why, based on the
18 evidence we've heard, that the execution was not proper and
19 the will should be declared invalid.

20 MR. PARKER: Sure. Your Honor, thank you. May it please
21 the Court?

22 As you know, execution of a will has specific
23 requirements, and that's outlined in the [indiscernible]. And
24 I don't know --

25 THE COURT: Just get right to the -- I mean --

1 MR. PARKER: [Indiscernible] kind of summarize and --

2 THE COURT: Tell me why the witness testimony supports
3 your case.

4 MR. PARKER: Yes, sir. Hampton Ellis, one of the two
5 witnesses to the will. Hampton Ellis testified, when he was
6 15 years old, somebody came outside and called him over, told
7 him to sign here, and he left. He didn't see Ms. Jane Dawson
8 sign it. He didn't see her acknowledge it. He didn't hear
9 her speak. And the law requires a witness to either see the
10 testator sign, that they [indiscernible] sign, or acknowledge
11 their signature to the witness. We don't have that.

12 THE COURT: Well, is there -- is any of your arguments
13 supported by his age?

14 MR. PARKER: Sorry?

15 THE COURT: Is any of your argument supported by the fact
16 that he was 15?

17 MR. PARKER: Sure. It goes to the competency of the
18 witness. I think that was a significant point which I tried
19 to make was his age.

20 THE COURT: Well, I mean, are you aware of any cases that
21 say a 15-year-old can't witness a will?

22 MR. PARKER: No, Your Honor. I have researched that
23 extensively, because I assumed, although I have been doing
24 this for [indiscernible] years, so I guess I'm still a baby
25 lawyer, and Salley is probably a young guy, but still, I

1 haven't seen a 15-year-old sign a will. And so, I assumed
2 [indiscernible] required, but I can't find anything that
3 supports that other than the case law from the 1800s that just
4 says a witness must be competent. And I guess it's up to the
5 Court to determine competency.

6 We have got a 15-year-old that didn't review the
7 document, it wasn't explained to him.

8 THE COURT: How much review is necessary, in your
9 opinion?

10 MR. PARKER: How much is necessary?

11 THE COURT: Yeah. I mean...

12 MR. PARKER: I think it's important for a witness to know
13 what they're signing. I think it's important for a witness to
14 understand that the testator knows what they're signing. I
15 think that it's important and as part of --

16 THE COURT: Which statute are you -- is this 52-3-501
17 or --

18 MR. PARKER: 62.

19 THE COURT: 62.

20 MR. PARKER: On the probate code?

21 THE COURT: Yeah, yeah, yeah. 62 what?

22 MR. PARKER: Execution is 62-2-502.

23 THE COURT: 62-2? Okay.

24 MR. PARKER: Yes, Your Honor.

25 THE COURT: All right.

1 MR. PARKER: Yes. So, you're not going to find anything
2 in 62-502.

3 THE COURT: All right. Now, the current law doesn't
4 require that he be in the -- let me rephrase it. Does it
5 require that the witness be in the presence of the actual
6 signature, or can the testator simply just acknowledge the
7 signature?

8 MR. PARKER: The testator can acknowledge.

9 THE COURT: But it's -- I believe it's your argument that
10 there wasn't testimony to support either one of those.

11 MR. PARKER: That's correct, Your Honor.

12 THE COURT: Did he say he didn't see it or he did not
13 remember?

14 MR. PARKER: The document?

15 THE COURT: Yeah.

16 MR. PARKER: He saw the document, but the testimony was
17 he didn't review it. He had a -- they said "sign here," and
18 he signed it, and that was the extent of his understanding.

19 At the time, he didn't even know what it was. And we
20 have heard no evidence to the contrary. No evidence from the
21 other two ladies that were allegedly there to sign, and so, I
22 think that -- I mean, the burden is on them to prove
23 execution. All we have to do is contest the will. The
24 proponent of the will has the burden to show that it was duly
25 executed. And we have heard no evidence to support the

1 execution.

2 THE COURT: Anything else on Mr. Ellis?

3 MR. PARKER: No, Your Honor.

4 THE COURT: All right. Any response from Mr. Salley on
5 execution?

6 MR. SALLEY: Yes, Your Honor. This is a good example of
7 why a layman should not prepare wills. One of the things that
8 I noticed about our young witness is I think he said, "I don't
9 remember, I don't remember, I don't remember" in response to
10 my questions probably a dozen times. He didn't remember.

11 [Indiscernible] grandmother [indiscernible]. You know,
12 the granddaughter was there, he didn't remember. She
13 acknowledged it. And -- but at the time, the -- thought he
14 signed it. The presumption is that she wants [indiscernible].
15 And the notary's signature indicated that she was present.

16 So, I think that the document speaks for itself. And
17 even if the will is declared, you know, invalid, that brings
18 the [indiscernible] of the first will.

19 THE COURT: Which, I believe Mr. Parker saw for the first
20 time this week; correct?

21 MR. SALLEY: No, Your Honor.

22 MR. PARKER: [Indiscernible]. It wasn't -- it was
23 produced mid-deposition 2-1/2 years into the case.

24 THE COURT: Oh, okay. Well --

25 MR. SALLEY: And which -- and if the -- you know, and

1 there's no question that the second will was valid. So, the
2 Court has the power saying we're willing to go with the second
3 -- I mean, with the first will. And -- otherwise, we're just
4 running back to the probate court [indiscernible] litigate it.

5 THE COURT: Okay. Well, that's actually a question I
6 have. Just for the -- and just for arguments, y'all can both
7 remain seated, because -- and you can have a seat; don't worry
8 about standing up, Mr. Salley.

9 MR. SALLEY: Thank you, Your Honor.

10 THE COURT: Just for argument's sake, if I were to find
11 the July of 2019 will invalid, you know, where does that put
12 you, in your opinion, Mr. Parker?

13 MR. PARKER: Thank you, Your Honor.

14 THE COURT: Puts the case, excuse me. Not you
15 personally.

16 MR. PARKER: If you find that the case proceeding under
17 the law [indiscernible] no other will presented --

18 THE COURT: To probate.

19 MR. PARKER: Correct. Which is required. To file for
20 probate of a will to be considered.

21 THE COURT: Well, what about to his point that, even if
22 the first will is found invalid, then you fall back to the
23 next will, the previous will?

24 MR. PARKER: Sure. [Indiscernible] turn around and --
25 I'm sorry, Your Honor.

1 THE COURT: But I -- I don't know if that's something
2 that would happen in circuit court or would be remanded back
3 to probate court, to at least initiate that process. That's
4 just something I thought about when I was listening to the
5 testimony, but I don't know.

6 MR. PARKER: I can --

7 THE COURT: Sure. Educate me.

8 MR. PARKER: My position would be, if they attempted to
9 file the April 2019 will [indiscernible] after you decided
10 [indiscernible] -- let's say you voided the July will. Okay?
11 The only other option is to contest [indiscernible].

12 THE COURT: Right.

13 MR. PARKER: If they turn around and file the April 2019
14 will, I'm going to move to dismiss based on that should have
15 been brought up during dependency of this case. That's
16 commonly done is, if a will is challenged, I will counterclaim
17 to probate in the alternative [indiscernible] another will, if
18 I know of one.

19 The pleadings could have been amended. I mean, we could
20 have -- that will very well could have been formally brought
21 within this action if that was their -- their position, and it
22 never was.

23 THE COURT: Well, I think their position has been that
24 the July 2019 will -- and it's still their position -- that
25 that will is valid. So, I mean, no point in probating a

1 second will if you're still asserting the first one is -- or,
2 excuse me, the July one is valid.

3 MR. PARKER: Right. But we often plead in the
4 alternative.

5 THE COURT: Okay. Well, I --

6 MR. PARKER: As a counterclaim. So, if I'm representing
7 a person that has presented a will and that will is
8 challenged, I would counterclaim and say, "In the alternative,
9 if you avoid this will, permit this will." And I would file
10 it just like my pleadings. And it would be properly presented
11 and part of the case. I think that's -- that's the proper way
12 to present a will for intestacy -- a formal intestacy action.
13 I can't cite to anything other than [indiscernible] --

14 THE COURT: That's just how you do it in ---

15 MR. PARKER: Yeah, that's procedure.

16 THE COURT: --- your normal course.

17 MR. PARKER: I think you could punt that to Judge
18 [indiscernible] and make him decide what they're supposed to
19 do, because I don't think the April will is [indiscernible] in
20 this case other than to show it existed at some point.

21 THE COURT: I mean, we don't probably disagree about that
22 one, but...

23 All right. Well, let's talk about undue influence. Why
24 don't you tell me what, in your opinion, meets the mark on
25 undue influence.

1 MR. PARKER: Sure. I can -- if it pleases, Your Honor,
2 I'll start with just giving you an overview of my position of
3 undue influence, as I understand it.

4 First, I think and probably most importantly --

5 THE COURT: Well, let me just -- we're not talking about
6 influence. We're talking about undue influence, so...

7 MR. PARKER: Yes, Your Honor. Undue influence, there is
8 a presumption of undue influence -- a presumption of undue
9 influence when you have got a confidential relationship
10 between a [indiscernible] and a party to a case when a will is
11 being challenged.

12 So, in this case, it says existence of a confidential
13 fiduciary relationship example, that would be if someone was
14 serving as a power of attorney. So, in this case, we have got
15 a power of attorney. We have got someone that's nominated,
16 acknowledged. She would -- meaning Ms. Pounds -- would be
17 considered as having a confidential or fiduciary relationship
18 with Ms. Jane Dawson.

19 Another example of the case law is, if she's added as a
20 joint account owner, then she's also presumed to be a
21 confidential or fiduciary relationship with Ms. Jane Dawson.
22 Significantly, the power of attorney being done April 18th,
23 2019, the joint accounts being created May 1st, 2019, and June
24 2019, all predated the July 2019 will, meaning that
25 confidential fiduciary relationship existed at the time that

1 that will was purportedly executed.

2 And so, I think that's significant in that there's a
3 presumption of undue influence that they must rebut. And we
4 still have the burden of proof, but they must rebut that
5 presumption.

6 And as far as evidence of undue influence and us carrying
7 our burden of proof on that --

8 THE COURT: Did that -- hold on. So, to your point about
9 her being, I believe, the durable power of attorney and the
10 general power of attorney, is that --

11 MR. PARKER: Healthcare and financial.

12 THE COURT: Well, hold on. The exhibits were -- okay.
13 General power of attorney -- durable power of attorney for
14 healthcare decisions. Okay.

15 What actions were taken by Ms. Pounds as her durable
16 power of attorney that would violate the confidential nature
17 or fiduciary relationship?

18 MR. PARKER: Sure. The testimony from [indiscernible]
19 was that, you know, she never exercised any authority under
20 the power of attorney. I think one thing that's significant
21 is they presented at the bank, to put it on file at her
22 insistence. I mean, they intended to use it and put it as a
23 record in the bank.

24 But, otherwise, we would have no -- no evidence of her
25 signing as POA [indiscernible]; however, there's been

1 testimony about her being on phone calls with Fidelity and
2 handling that transaction. She testified that she met in her
3 individual capacity, but again, I think that's blurry. I
4 don't think that -- the fact that she is a power of attorney,
5 whether she states, "Hey, I'm acting as the power of
6 attorney," I think that confidential and fiduciary
7 relationship exists.

8 THE COURT: Are you aware of any case all that says that
9 a power of attorney, durable or otherwise, cannot serve as a
10 personal representative or benefit from a will without running
11 afoul of undue influence?

12 MR. PARKER: No. [Indiscernible].

13 THE COURT: I have dealt with a case where the situation
14 was a granddaughter became the durable power of attorney and a
15 new will was executed on the same day of which she was, I
16 believe, the personal representative. And then, either the
17 same day or the next day, in her role as being the power of
18 attorney, deeded land to herself. So, that was a little
19 different than what we have here. But I would call that a
20 little bit more exacerbated situation where you've got a clear
21 -- a clear and apparent conduct that can just be voided by
22 operation of law. I don't know if you agree with that, but I
23 think that's how it was handled in that case.

24 Not exactly what we have here. We have the ingredients,
25 but we don't seem to have the event.

1 MR. PARKER: Your Honor, to that point, I think -- I
2 think there's a distinction, as you pointed out, between
3 signing as power of attorney and then being a beneficiary
4 [indiscernible]. In your case, that person, the
5 granddaughter, signed as power of attorney in that deed
6 transfer. Clearly, there's a problem there.

7 But there is case law that talks about deeds and where a
8 -- I don't know it off the top of my head --

9 THE COURT: For what it's worth, it's been a while since
10 I have reviewed that case law as well, but I know there were
11 some very clear situations dealing with power of attorneys and
12 wills and then benefiting -- directly benefiting in their role
13 as power of attorney.

14 MR. PARKER: Correct. That was my point. The case law
15 is on D (ph) case is that that same existing and confidential
16 relationship exists if the recipient of the transfer, in the
17 D (ph) case, the grantee, if they're receiving an interest,
18 although they're not signing as the grantor or as the agent --
19 owner of the land. If they're receiving an interest, there's
20 also the presumption of undue influence if that recipient, the
21 grantee, is also the power of attorney for the grantor.

22 So, I don't think that -- I think the -- my argument,
23 Your Honor, is that the presumption applies if the power of
24 attorney exists naming a name and that agent is a beneficiary
25 of a will. I think there's a presumption of undue influence.

1 THE COURT: Rebuttable presumption.

2 MR. PARKER: Exactly. Rebuttable presumption.

3 THE COURT: Okay.

4 MR. PARKER: Of which we still carry the burden to prove
5 undue influence, but they have to rebut that.

6 THE COURT: Okay.

7 MR. PARKER: So, evidence of undue influence. The case
8 law talks about it's very difficult to prove undue influence.
9 We have said that. But that's because very rarely do you have
10 an affidavit showing what people are saying to the testator or
11 how they're influencing her, because most of the time, it's
12 done behind closed doors. It's done in a way where all we can
13 [indiscernible], and that's what our appellate courts have
14 recognized.

15 In this case, the evidence, Your Honor, reflects on the
16 elements to be unnatural disposition of assets and often maybe
17 an element of undue influence or a factor of undue influence.
18 If the testator intended to benefit their natural children or
19 if they had a set plan or they were -- they had a child named
20 as a beneficiary for years with one account owner or a joint
21 bondholder for years and years and years and then, a month
22 before they die, it all goes to a person separate and apart
23 from that wasn't, you know, initially within that plan, that's
24 evidence of an unusual or unnatural disposition of assets. We
25 certainly had that here.

1 Also, we've got restricted communication and visitation.
2 You have heard evidence from my client and his wife about how
3 text message exchanges, phone calls stopped, Sunday dinners
4 stopped, visits stopped. They weren't comfortable going over
5 there, and Ms. Dawson certainly wasn't coming to their house
6 like she had done previously. And so, we've got evidence of
7 that as well.

8 And so, I think you have to look at it from the totality
9 of the evidence presented and all the transactions that
10 occurred and this whole issue of clearly this -- I mean, the
11 bonds were a point of contention.

12 THE COURT: We'll get to that. I definitely want to talk
13 about that.

14 MR. PARKER: But I think that drove -- that was the
15 driving factor that led to the undue influence. And what I
16 mean by that is, "Hey, Jane, [indiscernible] bonds. Hey,
17 Jane, there's bonds on him. Jane, Joe's been [indiscernible]
18 on these bonds all the time that I've been knowing about it
19 and cashing them in."

20 You know, those are the type of things -- testimony that
21 the judge wouldn't hear in a standard hearing when it really
22 was the basis of reality. She's 81 years old. She's trying
23 to take care of grandkids, great grands, and she's being fed
24 information that we assert -- that created an issue, really.
25 It wasn't even an issue. It created an issue that turned into

1 a ginormous issue. It never existed for -- what, seven years
2 Joe produced those bond reports. For seven years, there were
3 no issues. And then we have got, all of a sudden, it blow up.
4 When she had previously talked to Joe, they had mutual access
5 to [indiscernible] bonds. I mean, all that plays towards
6 [indiscernible].

7 THE COURT: Okay. While we're talking about bonds -- you
8 brought it up; I'm kind of throwing you off, but I have one
9 item of evidence which was submitted as a sample. I believe
10 it was Defendant's -- excuse me, Plaintiff's Exhibit 4. Or is
11 this defendant's exhibit?

12 MR. PARKER: Plaintiff's 4.

13 THE COURT: All right. Plaintiff's 4.

14 All right. I mean, is this an accurate representation of
15 all the bonds appeared by as far as to Jane Rollins Dawson,
16 mailed to Joseph R. Dawson, or Joseph Richard Dawson, Jr.?

17 MR. PARKER: All 844.

18 THE COURT: Okay. Who is the owner of these bonds?

19 MR. PARKER: Jointly owned because of the "or." That's
20 the way --

21 THE COURT: Jointly owned -

22 MR. PARKER: Meaning the survivorship. The "or" creates
23 a survivorship scenario. If one owner dies, the other
24 inherits 100 percent of it.

25 THE COURT: So, is this bond even a probate asset?

1 MR. PARKER: It is not. It is not an issue in this case
2 that I know of, other than it drove the undue influence piece.

3 THE COURT: Right. Well, there's a lot of -- speaking
4 generally, I'll call it bond money that appears to be out
5 there, \$200,000 or so approximately. I can't remember exactly
6 what the report said.

7 But the will talks about the bonds going to who?

8 MR. PARKER: Well, the July will, I don't think it -- I
9 won't even [indiscernible], Judge.

10 THE COURT: Let's see. I'm looking, too. So, I'm
11 looking at paragraph 10(e).

12 MR. PARKER: Correct.

13 THE COURT: "I leave Heather Pounds all the bonds in my
14 safety deposit box from my bank of First Citizens to use as
15 she sees fit; however," and then you've got two separate
16 things.

17 My question is that, if it's a non-probate asset, is it
18 even an issue? Ownership?

19 MR. PARKER: No, Your Honor.

20 THE COURT: Let me just stop right there.

21 Mr. Salley, I mean, what's your response to that?

22 MR. SALLEY: Your Honor, it's part of our counterclaim.

23 When Jane relinquished the personal representativeship to
24 Joseph, that he became, in a way, a fiduciary of her. And he
25 did exactly what he's accusing Heather of doing.

1 He sat down with his wife. He and his wife sat down with
2 Jane and let her believe that the bonds were hers and said
3 convert those bonds into an asset claim themselves.

4 THE COURT: And this happened as a consequence of
5 Mr. Dawson, Sr. -- Mr. Dawson, Sr.'s passing away?

6 MR. SALLEY: No, but the uncle.

7 THE COURT: Oh, oh --

8 MR. PARKER: Uncle Paul.

9 MR. SALLEY: Uncle Paul.

10 THE COURT: Okay. I'm sorry.

11 MR. SALLEY: But that's where the bonds came from. And
12 they were given to her, not her and Joe.

13 THE COURT: Is there a date on the bond which shows when
14 the bonds were reissued?

15 MR. PARKER: On the right side, about halfway down, I
16 think it's going to be 10-12-12. Do you see that?

17 THE COURT: Okay. That's what that -- okay.

18 MR. PARKER: Yeah, that's the issue date.

19 THE COURT: So, hypothetically speaking now, I own bonds
20 -- saving bonds, they're all for me, and I put in my will that
21 I want Mr. Salley to get all of my savings bonds, I can do
22 that because they're owned by me, and they can be a probate
23 asset.

24 However, if -- we never had Uncle Paul's bonds in
25 evidence, that I'm aware of, I don't think. But it's your

1 contention that those bonds were initially said they were just
2 Mr. Paul's bonds alone and then he left them in a will, which
3 is not in evidence, but that's --

4 MR. SALLEY: But left him to Jane [indiscernible].

5 THE COURT: Okay.

6 MR. SALLEY: And then sat down --

7 THE COURT: Counterclaim aside, as I look at them here,
8 they appear to be joint assets.

9 MR. SALLEY: Yes, Your Honor. [Indiscernible] Mr. Dawson
10 -- Mr. Joseph Dawson and his wife helped her convert those
11 bonds from the estate to basically what became a joint asset.
12 She didn't understand what was happening. Very clearly, she
13 didn't understand that, what was happening.

14 And acting as her personal representative -- as personal
15 representative in her capacity, going up to Delaware and doing
16 all those things, he basically robs her of those bonds, and
17 once she found out about it [indiscernible].

18 THE COURT: Where's that other will?

19 MR. SALLEY: So, Mr. Dawson [indiscernible].

20 THE COURT: All right. Just another matter in evidence
21 here. The April 2019 will, which is Defense Exhibit 1, I'm
22 trying to see just where the bonds were discussed in that
23 will. If I'm not mistaken, it's paragraph 17, "Additional
24 Provisions." At the bottom of the handwritten page, it just
25 says, "Joey has been assigned the bonds and beneficiary of a

1 separate policy." Is that the only mention of the bonds?

2 Now, Mr. Salley, Mr. Parker, when you hear "Joey has been
3 assigned the bonds," how do you interpret that?

4 MR. SALLEY: Your Honor, I [indiscernible]. It sounds
5 like you're talking about in the first will --

6 THE COURT: Correct. We'll call it the April will.

7 MR. SALLEY: The April will. At that point, she had not
8 discovered that Joey had a joint ownership. At that point,
9 she didn't understand [indiscernible] bonds.

10 THE COURT: So, all that happened in three months; right?

11 MR. SALLEY: Yes, Your Honor.

12 THE COURT: Well, it appears that we're getting off of
13 undue influence, I reckon, but it appears that her intent was
14 to -- I'll use the word "assigned" those bonds in her will to
15 Mr. Dawson, Jr.

16 MR. SALLEY: Yes, Your Honor.

17 THE COURT: Which sounds to me like she wanted him to
18 have them.

19 MR. SALLEY: At that point, she did.

20 THE COURT: Okay. And then, apparently, that changed.

21 MR. SALLEY: Basically -- basically, what would happen,
22 if the person goes to probate, he'll get bonds and she'll get
23 -- she'll get everything else.

24 THE COURT: Well, that's -- well, that's assuming there's
25 not more contentions about the will. Because, I mean,

1 unfortunately, what all of you want is some closure. That's
2 why we're having this detailed conversation because I don't
3 know what closure is at this point. It's tough to say.
4 There's a lot of information here. Okay.

5 MR. SALLEY: [Indiscernible] from probate court here,
6 this being a court of equity, I think that you have the
7 ability to say either the first will is good or the second
8 will is good.

9 THE COURT: Well, I appreciate you telling me that, but I
10 need to see some case law that tells me that. I'm not
11 disputing you, but --

12 MR. SALLEY: I think [indiscernible] question of law.

13 THE COURT: Well, I have to believe this has been dealt
14 with as far as having the circuit court hear a matter removed
15 from probate court and then being asked to consider probating
16 a will that had not been previously probated. I don't know if
17 that's -- I'll have to do my own research on that.

18 All right. Mr. Parker, we have hit on undue influence.
19 What else can you tell me on that? I think you may -- I don't
20 know if you were done or not.

21 MR. PARKER: What else as it relates to undue influence?

22 THE COURT: Yeah.

23 MR. PARKER: Well, again, if the bonds are so intertwined
24 with the undue influence, then I feel like, if I may, Your
25 Honor, just touch on that a little bit more.

1 I mean, Mr. Salley's counterclaim was that Joe breached
2 his fiduciary duty as a PR of an estate [indiscernible].
3 That's what my [indiscernible] of course this Court doesn't
4 have jurisdiction over a PR in Delaware. There's no --
5 there's no S.C. probate action, no estate here. I just think
6 it lacks jurisdiction. Where would venue even be properly
7 brought?

8 And so -- plus, this transaction that she [indiscernible]
9 happened 12 years ago. I mean, I guess we could file it
10 within eight years after. Either way, the statute of
11 limitations is long gone. There's plenty of evidence of
12 notice that she knew about the bonds. She was part of it.
13 She's got bond reports.

14 THE COURT: I'm sure their response would be she didn't
15 know.

16 MR. PARKER: True, correct.

17 THE COURT: And your response would be, "Well, she
18 reasonably should have known."

19 MR. PARKER: And she's cashing bonds.

20 MR. SALLEY: [Indiscernible], Your Honor, is transactions
21 occurred that's not in Delaware, but here in South Carolina.

22 THE COURT: Yeah. Okay.

23 MR. PARKER: To follow up on that, where I was going with
24 that, Judge, Mr. Salley admitted -- and I think it was Defense
25 Exhibit 2 -- was a bill between Joe and the lawyer in

1 Delaware. And interestingly enough, the documents,
2 transactions, office conference with client's mother. They
3 went in person to Delaware to talk about the estate, talk
4 about bonds. In September of 2011, they're both there,
5 present, per the lawyer's notes.

6 And then we've got another transaction a few months
7 later: Telephone call to client Jane and the bank, hinting
8 that she's involved in these conversations. I mean, their own
9 evidence supports what my client's testimony was, was that,
10 yeah, she was involved the whole time. She was a part of the
11 process.

12 [Indiscernible] the estate, left everything over. She
13 wanted Joe to take care of it. That's the lawyer's bill we're
14 looking at that Mr. Salley admitted as Defense Exhibit 2.

15 So, again, I think the evidence is clear that she's part
16 of the process throughout, and this whole bond issue got
17 generated once the power of attorney was [indiscernible], for
18 whatever reason. I don't know if [indiscernible] access to
19 bonds. We can only speculate as to what transpired that
20 brought these to Ms. Jane's attention, but she had a
21 misunderstanding, after seven years of no problems, and that
22 [indiscernible] over and over and over again.

23 And another component, Judge -- and I failed to state
24 this earlier -- she had a history of using lawyers. They ran
25 a business. And Joe testified that he had lawyers with

1 contracts all the time. They had lawyers doing their wills
2 back in the day when Joe, Sr. passed. They had lawyers help
3 with the estate when Joe, Sr. passed. They had a lawyer in
4 Delaware that was [indiscernible]. They had a history of
5 using lawyers for years and years and years, and then, all of
6 a sudden, [indiscernible], who has a conflict with my client
7 due to a bad breakup, engaging in the unauthorized practice of
8 law, and prepares a document --

9 THE COURT: Well, I heard your inference without you
10 saying it, from the testimony we heard. But whether she --
11 you're trying to say that because she -- you're inferring that
12 she was participating in the unauthorized practice of law is
13 just evidence and it was further influence on Ms. Jane.

14 MR. PARKER: Sure. That's exactly right. It's more
15 evidence of undue influence when Ms. Pounds [indiscernible]
16 payments.

17 THE COURT: And just for a little bit of time context
18 here, obviously, in the years and decades before, every person
19 didn't have access to Legal Zoom or Legal Contracts where
20 everyone tries to do their own legal work at their own risk
21 sometimes.

22 MR. PARKER: And Ms. Dawson didn't have a computer or a
23 printer.

24 THE COURT: And there was testimony of that, I believe;
25 was there not?

1 MR. PARKER: That's correct. And Ms. Janie Dawson
2 clarified that she had it during the period before but not in
3 2019 when these documents were [indiscernible].

4 THE COURT: Okay.

5 MR. PARKER: Also -- and, Judge, I don't know how much
6 you want to get into this, but I raised the rules for bias
7 where Ms. Pounds transferred half interest in real property to
8 Ms. Donna McLees. She paid them \$100,000 and was never
9 compensated.

10 The inference is she owes her and that they're that close
11 where it's like, "Hey, here's 100 grand [indiscernible]."
12 And, "When I need something, I'll call you."

13 So I think all those things go to show that the will was
14 a product of undue influence. We don't know who prepared it.
15 How did she -- how do [indiscernible]? We have no idea -- any
16 -- nobody's testified as to how that will came to be. It
17 looks very similar to the one Donna McLees did, but she's not
18 involved in July. So, who prepared this July 2019 will if she
19 didn't have a computer and didn't have a printer? It wasn't
20 Ms. Jane Dawson.

21 THE COURT: Mm-hmm.

22 MR. PARKER: So, again, I think all the evidence that we
23 presented to the Court -- and, again, it's circumstantial, but
24 that's what the case law supports. It generally is because of
25 the nature of undue influence. And I think [indiscernible],

1 and the case law says destroyed Ms. Jane Dawson's
2 [indiscernible], and she's not able to exercise her free will.

3 THE COURT: Okay.

4 MR. PARKER: Therefore [indiscernible].

5 THE COURT: I'm with you.

6 What about conversion and constructive trust? You know,
7 accounting, is kind of -- at this point.

8 MR. PARKER: I think it depends on how you rule; right?
9 I think if you uphold the July will, it's kind of moot; right?
10 Everything goes to Ms. Pounds, and she does whatever she
11 wants. So, I don't think it would be necessary.

12 However, I think it's significant if the will is invalid,
13 because then we've got to go back and look at what happened to
14 the assets so that we can attempt to count those on the
15 probate side to undo that, all those transactions. You know,
16 \$206,000 needs [indiscernible] --

17 THE COURT: My first question is, this case is four years
18 old. I mean, haven't y'all essentially done an accounting
19 through discovery in getting documents yourselves?

20 MR. PARKER: We haven't received any evidence --

21 THE COURT: I mean, you haven't maybe retained an
22 accountant to generate a report, but --

23 MR. PARKER: Correct. All we -- our burden was to show
24 that money left, and I think we have done that. It left
25 during my -- 14,000, which we've heard, was for a child's

1 school, and we heard that after -- after that, \$206,000 was
2 transferred to a personal account for -- I think the testimony
3 was the house was under construction.

4 But I think that the accounting issue does -- if you find
5 the will is invalid, then it kind of has to be required to
6 account for anything she didn't account for or she's got to
7 make the estate whole, which is the accounting action.

8 THE COURT: Okay.

9 MR. PARKER: [Indiscernible], Judge, just to kind of
10 touch on the undue influence. We talked about the will, but
11 the undue influence is also alleged in our pleadings to apply
12 to the bank accounts and the life insurance administrator and
13 designation, meaning that we also feel like those were the
14 product of undue influence, and those have to be undone.

15 Again, that's the joint account. The accounts were one
16 way; it completely changed and passed another way. Because,
17 voiding a will is not enough to bring those accounts back
18 because they're a non-probate asset, just like the bonds.
19 They are joint [indiscernible].

20 THE COURT: Is there any additional specific evidence
21 you're referring to as far as undue influence regarding the
22 life insurance and power of attorney? You just mentioned it
23 and --

24 MR. PARKER: Yeah, yeah. No, I think the same argument I
25 made earlier.

1 THE COURT: Okay.

2 MR. PARKER: I think that applies. The same -- there's
3 different case law, but like I said, wills and contracts, but
4 they all discuss the existing -- the existence of a
5 confidential and future relationship and how that creates a
6 presumption of undue influence. And the same thing applies to
7 accounts and the life insurance. I think that the evidence is
8 clear in how it was titled before, and [indiscernible] my
9 client [indiscernible] being beneficiary of a life insurance
10 and then it was changed after [indiscernible] ---

11 THE COURT: Okay.

12 MR. PARKER: --- to reflect something substantially
13 different.

14 THE COURT: Let me let Mr. Salley respond to any
15 additional undue influence or accounting.

16 MR. SALLEY: Your Honor, there's no evidence of undue
17 influence. Having [indiscernible] that the inference that
18 [indiscernible] every witness has testified, testified that
19 Ms. Dawson made the transfers, made the appointments to the
20 will [indiscernible]; that, you know, her sister testified to
21 a [indiscernible]. You know, actual [indiscernible],
22 testified that, you know, that there was no undue influence.

23 By the way, he proposed the way that -- in the first
24 will. The second will, she was down in Florida and
25 unavailable for trial.

1 MR. PARKER: I'm sorry, Mr. Salley; I need to correct
2 that. I proposed that he -- [indiscernible] two extra ladies
3 that were on the July --

4 THE COURT: Additional Witnesses.

5 MR. PARKER: -- never been able to locate them. I have
6 never had contact with them.

7 MR. SALLEY: [Indiscernible].

8 MR. PARKER: I tried to, but got blocked. I haven't
9 looked [indiscernible].

10 MR. SALLEY: I thought you [indiscernible].

11 MR. PARKER: We scheduled it. It never happened.

12 MR. SALLEY: Oh, I'm sorry. I thought it did.

13 MR. PARKER: No, no. I know. It's been a long case
14 [indiscernible].

15 MR. SALLEY: I tried -- I tried to contact her, and she
16 just didn't [indiscernible]. Anyway, they have moved to
17 Florida.

18 THE COURT: Victoria Braswell is who I thought y'all were
19 talking about.

20 MR. PARKER: Victoria Braswell is [indiscernible]
21 daughter. I know we're getting a little outside of what was
22 presented, but Emily Nutter is the notary --

23 THE COURT: Ah...

24 MR. PARKER: Her daughter was the witness. Her daughter,
25 Victoria, was the witness. I don't know anything about --

1 I've never talked to him about [indiscernible], but that is my
2 understanding. But it's not been presented in the case.

3 THE COURT: Correct -- well, it's not outside the record,
4 though, because her name appears in admitted evidence.

5 MR. SALLEY: That's undue influence [indiscernible].
6 There's no direct testimony of undue influence.
7 [Indiscernible] didn't ask you for [indiscernible]. She
8 didn't ask to be appointed. You know, [indiscernible] power
9 of attorney. She's asked to be appointed. [Indiscernible]
10 there's no evidence that she did --

11 THE COURT: Mr. Salley, I don't think I asked, but did
12 you respond or did I ask you to respond specifically on
13 Hampton Ellis earlier? His point --

14 MR. PARKER: I think you did.

15 THE COURT: Okay.

16 MR. PARKER: He was saying Hampton was a little unsure --

17 THE COURT: That's right. That's right. That's right.

18 MR. PARKER: And he didn't remember some of the questions
19 that they asked, Hampton Ellis.

20 THE COURT: It made me think about it because we're
21 talking about the additional witnesses, and I wanted to make
22 sure that he covered it. So, okay.

23 MR. SALLEY: You're talking about [indiscernible]
24 testified [indiscernible]?

25 MR. PARKER: We got it. The young guy that testified

1 first. We've already covered it. That's fine.

2 MR. SALLEY: Yeah, he didn't remember hardly anything.

3 THE COURT: Right. Okay.

4 MR. SALLEY: I mean, he didn't -- he couldn't remember
5 [indiscernible] was present. He couldn't remember if he
6 talked to her. You know, he couldn't remember.

7 MR. PARKER: Respectfully, I got to disagree with
8 Mr. Salley about the evidence that was presented. He did
9 remember her being present and said she didn't speak. He was
10 very clear on those things.

11 Having said this -- if he hadn't said it the way I wanted
12 him to say it or was hoping he'd say it, I was going to
13 impeach him on his deposition. So, I know exactly what he
14 said. He was unsure about some things, but he was very clear
15 about those things.

16 MR. SALLEY: Want to check the transcript?

17 MR. PARKER: Yes.

18 MR. SALLEY: I thought that [indiscernible].

19 MR. PARKER: And I want to be clear, I think
20 [indiscernible] or maybe we can get the court reporter --
21 maybe I'm misremembering. I remember what his deposition
22 testimony --

23 THE COURT: Well, I heard stuff as well. And not to dump
24 costs on y'all, but it might be beneficial just to get his
25 transcript, so...

1 MR. PARKER: Sure.

2 MR. SALLEY: But, I mean, there are a number of questions
3 that I asked him that he just didn't remember.

4 THE COURT: Oh, I remember that as well.

5 MR. SALLEY: And a lot of times, when you don't remember
6 something, you -- he doesn't remember things as well. I mean,
7 I know of that case law that says [indiscernible]. So, I
8 submit that, at this point -- what? Five years later and six
9 -- and ask whatever it is -- you know, I mean, for him, this
10 was a very small event.

11 THE COURT: That's a fair point. It's been six years.

12 MR. SALLEY: And the fact that the will was notarized,
13 the fact that, you know -- the fact that will was notarized is
14 evidence that it was done properly. [Indiscernible].

15 THE COURT: I think you're trying to say there's a
16 presumption of validity.

17 MR. SALLEY: There's a presumption of validity.

18 THE COURT: So...

19 MR. SALLEY: And I don't think that, by producing one
20 witness -- you know, one unreliable witness is sufficient
21 evidence to open up that presumption.

22 THE COURT: Okay. Well, what else do we need to talk
23 about from your end? Oh, I'm sorry; I didn't mean to cut
24 you --

25 MR. SALLEY: [Indiscernible] of undue influence?

1 THE COURT: Yes, sir, of course.

2 MR. SALLEY: There was -- there was no testimony
3 presented that would indicate that Heather did anything to
4 influence her grandmother to -- to enrich herself. I mean,
5 she had -- you know, she gave money to -- you know, or tried
6 to give money to her two brothers. But, you know, they wanted
7 their drug treatment. And, you know, every witness that has
8 testified, none of them have been able to produce any direct
9 evidence of undue influence.

10 So, I think that [indiscernible], you know, any
11 presumption of the -- and during -- [indiscernible] she got
12 the will, she didn't enrich herself, not with the power of
13 attorney. So, you know, I think there's no evidence of undue
14 influence there.

15 THE COURT: Okay. Thank you.

16 MR. SALLEY: Thank you, Your Honor.

17 MR. PARKER: I just want to clear up one thing, Judge, if
18 I may. Heather was at the bank when this -- when the accounts
19 were [indiscernible]. She's on the signature [indiscernible].
20 Those were Plaintiff's Exhibits 2 and 3. And she arranged for
21 the notary when the witness became [indiscernible] survive the
22 will. So, that's significant.

23 THE COURT: I think your point would be that she was not
24 there present but she was involved in the process.

25 MR. PARKER: Yes, Your Honor.

1 THE COURT: Okay. All right. What about -- did we talk
2 about conversion?

3 MR. PARKER: Conversion is generally something we
4 included. I mean, it --

5 THE COURT: Okay. Well --

6 MR. PARKER: \$14,000 transfer came out. There's no
7 evidence it was spent for Ms. Janie Dawson's benefit. You
8 know, a joint account holder. You can only spend the amount
9 [indiscernible].

10 THE COURT: And that's something we see from time to
11 time. Usually those involve unintentional -- people hear
12 joint account and they think -- and, yes, they have authority
13 to sign checks, but you can only -- you only own that
14 percentage of what you put in. Is that accurate?

15 MR. PARKER: That's exactly right.

16 Yes, and even if -- even if you don't rule in our favor
17 on undue influence for the accounts, if those funds were
18 wrongfully withdrawn or converted from the account during
19 [indiscernible], that would only hurt her case.

20 THE COURT: And just -- in the event that was ordered,
21 would the money not simply go back to her again?

22 MR. PARKER: Depending on the outcome of your ruling.

23 THE COURT: Well, okay. Assuming, the will were upheld
24 for the moment --

25 MR. PARKER: Okay, yes.

1 THE COURT: — even if I ordered, it would be -- it would
2 be almost counterproductive.

3 MR. PARKER: I think, if the will stands, the rest of
4 the --

5 THE COURT: And if it does not stand, then it would go --
6 we'd have to review the first will. But the idea is -- I
7 wouldn't want to just -- I want to follow the law. But the
8 reality is, there could be a situation where following it
9 would really be doing it to produce the same result.

10 MR. PARKER: Correct.

11 THE COURT: Is that -- I think we agree on that.

12 MR. PARKER: We do. If the will -- if the July will
13 stands, the rest of it's moot. If the July will does not,
14 that will significantly [indiscernible] my client, Jacob
15 Dawson, Janie Dawson, and Jonathan and Brock Dawson. So we've
16 got four people that are going to receive, whereas Ms. Pounds
17 would not be included [indiscernible]. So, anything that's
18 pulled put back from the estate goes a different direction.

19 THE COURT: Okay. Any reply on conversion?

20 MR. SALLEY: Conversion, I think, requires intent, and I
21 don't know if any evidence that during the lifetime of
22 Ms. Dawson that any money converted --

23 THE COURT: I don't -- and I don't think it's a
24 conversion traditional argument. Traditional conversion would
25 be me taking your bow and arrow and set of arrows and keeping

1 it.

2 MR. SALLEY: Exactly.

3 THE COURT: It's a classy form of theft.

4 MR. SALLEY: Right.

5 THE COURT: Whereas, here, this is really based on the
6 probate statute that deals with -- I don't think intent is
7 really --

8 MR. SALLEY: Right.

9 THE COURT: I mean, it could almost be rephrased as just
10 violation of a specific statute versus the tort of conversion,
11 but I understand why you're alleging it, but I also understand
12 why intent is real -- I don't even think intent is a factor
13 under the probate statute.

14 MR. PARKER: Right. There's a case law, Gordon v.
15 Busbee, that also talks about civil conversion and not a
16 criminal case, but --

17 THE COURT: Is that in your pretrial brief, by chance?

18 MR. PARKER: It's not, Your Honor. I failed -- I was
19 reviewing it this morning, and I was going to use that in my
20 [indiscernible], but I dropped the ball there.

21 THE COURT: Well, just provide us a copy of that and send
22 one to Mr. Salley.

23 MR. PARKER: Yeah, to Mr. Salley and the Court of Appeals
24 [indiscernible] decision.

25 THE COURT: Okay.

1 MR. PARKER: And it talks about unauthorized assumption
2 and exercise of the right of ownership over goods and personal
3 chattel belonging to another to the exclusion of
4 [indiscernible]. That's the rule [indiscernible]. You take
5 it -- I don't think it's your intent, but --

6 THE COURT: That case is in the probate context, though?

7 MR. PARKER: Well, no, I don't think --

8 THE COURT: Okay, okay. All right. All right. You
9 don't have to search through cases right now; we're just
10 having a discussion.

11 Okay. I think that covers your causes of action; does it
12 not?

13 MR. PARKER: It does.

14 THE COURT: Okay. Mr. Salley, I mean your counterclaims
15 -- I mean, to get right to it, I mean, your main -- or, excuse
16 me, Mr. Parker's main defense, I think, is the statute of
17 limitations, not even jurisdiction; right? Isn't it more of a
18 statute issue?

19 MR. PARKER: Sure. That's correct, Your Honor.

20 THE COURT: Okay. And I thank you would argue under --

21 MR. SALLEY: I would argue that it occurred here in South
22 Carolina [indiscernible] so the jurisdiction is not an issue.
23 Once the probate was -- once the uncle [indiscernible] probate
24 in Delaware, he filed funds down here to convert them into his
25 name and some other's names, even though they were properly

1 his mother's and she wasn't aware of it. And, obviously --

2 THE COURT: Well, just to flip that or flip that to
3 another analogy, if I -- if you were personal representative
4 for an estate here in South Carolina and one of the
5 beneficiaries lived in Kansas and you misappropriated -- and
6 I'm making this up -- but if you misappropriated funds of the
7 estate, would you need to get sued in South Carolina or
8 Kansas? Or would either satisfy it?

9 MR. SALLEY: I'm sorry; say the last part again. I'm
10 hard of hearing.

11 THE COURT: Oh, I'll never be able to repeat it exactly
12 right again. It was a hypothetical.

13 No, I'm just -- if you were the PR of an estate and you
14 had beneficiaries in several different states -- and I
15 mentioned the state of Kansas --

16 MR. SALLEY: Right.

17 THE COURT: -- and that you were the beneficiary in the
18 state of Kansas and there was some sort of nefarious activity
19 that happened in Kansas but it involved your conduct of a
20 personal representative here in South Carolina, would South
21 Carolina be the appropriate venue? That doesn't exactly --
22 it's not a point, but it's just a general statement of, if
23 you're suing a personal representative for something they did
24 in their role as a personal representative, why wouldn't it be
25 in the state where is the estate is -- the state where the

1 estate is located?

2 MR. SALLEY: Because, in this case, the defendant, the
3 personal representative, lives in South Carolina.

4 THE COURT: Okay.

5 MR. SALLEY: And the action took place in South Carolina
6 after the estate was settled or [indiscernible].

7 THE COURT: Okay. Okay.

8 MR. SALLEY: And it was due, as the personal
9 representative presented -- continued, you know, because he
10 volunteered [indiscernible] figure out how [indiscernible]
11 these bonds or [indiscernible] to figure out how to do bonds,
12 is what he said. But he said, you know, I was PR over the
13 estate. [Indiscernible]. You know, help him transfer the
14 bonds. When he did that, he made himself [indiscernible].

15 THE COURT: Okay. Mr. Parker, anything else?

16 MR. PARKER: I think we have covered it. Jurisdictional
17 issue. We have touched on the [indiscernible] issue.
18 [Indiscernible] involved the process.

19 I was looking back at the counterclaim. There's no
20 specific mention of bonds. It said breach of fiduciary duty
21 of a PR. It also made some allegations about breach of
22 fiduciary duty [indiscernible] power of attorney
23 [indiscernible] First Citizens Bank accounts [indiscernible]
24 attorney in fact for his mom. So, I think we have covered the
25 counterclaims other than [indiscernible] made a counterclaim

1 about [indiscernible]. So, I think we have sufficiently --

2 THE COURT: All right. Anything else from your
3 standpoint, Mr. Salley?

4 MR. SALLEY: I move to amend the pleadings to conform
5 with the evidence.

6 THE COURT: Okay.

7 MR. SALLEY: At that time, when I was drafting,
8 [indiscernible], you know, I wasn't sure what the bonds --
9 whether [indiscernible] bonds or not. But as a result of
10 discovery and all that as far as, you know, bonds.

11 THE COURT: Understood. All right.

12 The removal of PR, that's already --

13 MR. PARKER: I was just thinking in my head,
14 [indiscernible]. I think that only applies if you -- if you
15 don't uphold the July will. I think you kick it back to
16 probate court in terms of a new PR. I think that's --
17 because, otherwise, the estate proceeds intestate, and I think
18 that there's a [indiscernible] --

19 THE COURT: Here's a hot potato question: Regardless --
20 you know what? I don't even want to muddy the record, but I'm
21 a little curious procedurally, regardless of the decisions,
22 where y'all go next.

23 MR. PARKER: Yeah.

24 THE COURT: Probate or Court of Appeals? I just -- I
25 guess it depends on the issue. It's confusing.

1 MR. SALLEY: It will be nice to have a resolution.

2 THE COURT: Well, I know that, but on occasion, the
3 parties don't agree with the judge's decision, and they want
4 to appeal further. So, that's why --

5 MR. SALLEY: The ideal -- if there's a way, maybe we'll
6 get there. I can suggest what the ideal solution is.

7 THE COURT: Well, I'd suggest that to Mr. Parker, not to
8 me. Because y'all -- make no mistake, hey, a solution reached
9 by the attorneys is always better than the solution by the
10 judge.

11 MR. SALLEY: And I'm just throwing this out, if the Court
12 finds the July will is invalid because of the witness -- and I
13 don't think it is -- you know? And I've already made my
14 argument about that. But the next question is: Do you have
15 jurisdiction to determine if the April will is valid?

16 THE COURT: I remember discussing that earlier.

17 MR. SALLEY: And if the Court has jurisdiction to
18 determine the April will is a valid will, basically, the
19 counterclaim of the April will -- the parties engage in the
20 bonds and [indiscernible] everything else. And the -- and
21 that [indiscernible] basically the status quo.

22 THE COURT: Mm-hmm. Well, I understand the potential
23 point you're making.

24 MR. SALLEY: I don't know if there's a legal way, you
25 know. I could have done the research [indiscernible]. It's

1 something that I assumed the Court had jurisdiction to do.

2 THE COURT: Well, I guess it all depends on -- I mean,
3 like I said at the outset, I got to do my own research on that
4 as well. I'm happy to review any additional cases you want me
5 to look at. There's a chance I may want to talk with the
6 lawyers after a couple of days when I've looked it over.

7 Anything else for the record for now, though?

8 MR. SALLEY: Your Honor, I can't think of anything else.
9 I thank you.

10 THE COURT: Okay. Mr. Parker?

11 MR. PARKER: No, Your Honor.

12 THE COURT: All right. Well, let me just -- I know y'all
13 are probably not in a position to say this, but, number one,
14 I'm sorry that y'all are all here under these circumstances.
15 I know no family member or friend of a family member wants to
16 be here under these circumstances. Nobody wants to come into
17 the courtroom.

18 And, you know, I wish I could tell you this is the first
19 case that I've seen involving a matter removed from probate
20 court and sent up to circuit court, and when that happens,
21 that's usually a bad sign that there's going to be a lot of
22 contentious family disputes going on here.

23 Y'all are -- have been through a lot. I'm going to come
24 up with a decision. It won't be today; it probably won't be
25 for a couple weeks, to be honest. And I would encourage you

1 to try to come to a resolution if you can. They call it a
2 compromise for a reason; no one gets what they want and no one
3 gets everything they don't want.

4 So, if both sides can figure out a way to come to an
5 agreement where neither one is really happy but you're willing
6 to go forward, that may be your best avenue, because that at
7 least allows you to control the outcome. It's decisions that
8 you make.

9 I'll do the best I can, but the reality is usually one
10 side is more disappointed than the other with a bench trial
11 because I'm -- I will make the best decision I can, but one or
12 both of you may not agree with it. But you have an
13 opportunity to continue to work toward a resolution. You've
14 been through a lot. There's a lot of long-term tension, but
15 you do have the ability to resolve it if you try -- like
16 really try. You don't have to, but I would encourage you to.

17 Anything else for the record? Mr. Parker, anything?

18 MR. PARKER: No, Your Honor.

19 THE COURT: All right. I'll hold this matter under
20 advisement. If I need a proposed order, I will let you know.
21 I want to discuss it with my lawyer, and we'll figure out
22 where we go from there.

23 All right. It was nice work- -- for what it's worth, it
24 was nice working with both of y'all. Y'all have been -- it's
25 the way a trial should be, the way y'all treated one another,

LAST WILL AND TESTAMENT OF

JANE DAWSON OF GILBERT, SC

I, Jane Rollins Dawson, presently of 107 Highland Hope Lane Gilbert, South Carolina, declare that this is my Last Will and Testament.

PRELIMINARY DECLARATIONS

Prior Wills and Codicils

1. I revoke all prior Wills and Codicils.

Marital Status

2. I am Widowed.

Current Children

3. I have the following living children:
 - o Joseph Richard Dawson Jr.
4. The term 'child' or 'children' as used in this my Will includes the above listed children and any children of mine that are subsequently born or legally adopted.

PERSONAL REPRESENTATIVE

Personal Representative

5. The expression 'my Personal Representative' used throughout this Will include either the singular or plural number, or the masculine or feminine gender as appropriate wherever the fact or context so requires. The term 'personal representative' in this Will is synonymous with and includes the terms 'executor' and 'executrix'.

Appointment

6. I appoint Heather Pounds of Gilbert, South Carolina, as the sole Personal Representative of this my Will, but if Heather Pounds should predecease me, or should refuse or is unable to act or continue to act as my Personal Representative, then I appoint Linda Biggers, my sister, to be the sole Personal Representative of this my Will.
7. No bond or other security of any kind will be required of any Personal Representative appointed in this my Will.



Powers of My Personal Representative

8. I give and appoint to my Personal Representative the following duties and powers with respect to my estate:
 - a. **To pay my legally enforceable debts, funeral expenses and all expenses in connection with the administration of my estate and any trusts created by my Will as soon as convenient after my death.**
 - b. **To take all legal actions to have the probate of my Will completed as quickly and simply as possible, and as free as possible from any court supervision, under the laws of the State of South Carolina;**
 - c. **To invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve or add to or otherwise deal with any and all real property belonging to my estate as my Personal Representative deems advisable without liability for loss or depreciation.**
 - d. **To purchase, maintain, convert and liquidate investments or securities, and to vote stock, or exercise any option concerning any investments or securities without liability for loss:**
 - e. **To open, close, and/or access my bank accounts as needed.**
 - f. **To dispense of any residue of my estate to any family member.**
 - g. **To employ any lawyer, accountant or other professional; and**

9. Except as otherwise provided in this my Will, **to act as my Trustee by holding in trust the share of any minor beneficiary**, and to keep such share invested, pay the income or capital or as much of either or both as my Personal Representative considers advisable for the maintenance, education, advancement or benefit of such minor beneficiary and to pay or transfer the capital of such share or the amount remaining of that share to such beneficiary when he or she reaches the age of 18 years of age. The above authority and powers granted to my Personal Representative are in addition to any powers and elective rights conferred by state or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

DISPOSITION OF ESTATE

Specific Bequests

10. To receive a specific bequest under this Will a beneficiary must survive me for thirty (30) days. Any item that fails to pass to a beneficiary will return to my estate to be included in the residue of my estate. All property given under this Will is subject to any encumbrances or liens attached to the property. My specific bequests are as follows:
 - a. I leave to Heather Pounds of Gilbert, South Carolina, the residence and land at 107 Highland Hope Lane in Gilbert, South Carolina.
 - b. I leave to Heather Pounds of Gilbert, South Carolina, all Residue and vehicle(s) of the Estate and ask her to dispense of any of it as she desires.

- c. I leave Heather Pounds of Gilbert, South Carolina, any and all monies left in the estate and all bank accounts after all debts have been paid and closed out, whatever that might be with no obligation.
 - d. I leave to my son, Joseph Richard Dawson, Jr. of White Knoll, South Carolina, only the old tools and anything that is his at the house on 107 Highland Hope Lane.
 - e. I leave to Heather Pounds of Gilbert, South Carolina, all of the bonds in my safety deposit box at my bank of First Citizens to use as she sees fit, however,
 - f. If Joseph Richard Dawson, Jr. still has the bonds that he took from my safety deposit box knowing that my yearly income depended on them, he gets nothing else of my estate.
 - g. If Joseph Richard Dawson, Jr. has returned the bonds to me prior to my death, ONE bond of the least amount of all bonds will be given to him by My Personal Representative.
11. **I direct My Personal Representative to abide by all of my wishes.** If any child of mine shall die before becoming entitled in accordance with the terms of this my Will, to receive the whole of his or her share of my estate, but such child has a child or children which survive me, that child of mine shall be deemed to have survived me for the purposes of this division and the share of that child of mine shall be distributed according to the provisions hereinafter provided.
12. Provided however, that if any child of mine shall die before becoming entitled in accordance with the terms of this my Will, to receive the whole of his or her share of my estate, I direct that such share or the amount remaining of that share will be given to Heather Pounds, My Personal Representative. **My son, Joseph Richard Dawson, Jr. has no children.**
13. **In all cases where a child or grandchild of mine is a minor at the time that a gift is provided under my Will, and where a guardian, custodian, or trustee is not already identified under this my Will, that share will be held in trust, as specified in provision "9" under Powers of My Personal Representative above.**
14. If none of my named beneficiaries survive me or does not leave an heir or issue who survives me, then I give, devise, and bequeath all of the rest, residue, and remainder of my estate, of whatever kind and character, and wherever located, according to the order of intestate succession in the State of South Carolina.

Additional Provisions

15. Janie Dawson (Granddaughter) receives half of my life insurance policy left to her and Heather. Heather will decide how to use any monies left to her.

No Contest Provision

16. If any beneficiary under this Will contests in any court any of the provisions of this Will, then each and all such persons shall not be entitled to any devises, legacies, bequests, or benefits under this Will or any codicil hereto, and such interest or share in my estate shall be disposed of as if that contesting beneficiary had not survived me.

Severability

17. If any provisions of this Will are deemed unenforceable, the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, I have signed my name on this 14 day of July, 2019, in Dilheat, SC 29054, declaring and publishing this instrument as my Last Will, in the presence of the undersigned witnesses, who witnessed and subscribed this Last Will at my request, and in my presence.

Jane Rollins Dawson (Signature)
Jane Rollins Dawson (Testatrix)

SIGNED AND DECLARED by Jane Rollins Dawson on this 14 day of July 2019 to be her Last Will, in our presence, in Columbia, South Carolina, who at her request, in her presence and in the presence of each other, all being present at the same time, have signed our names as witnesses.

VA Brazell
Witness #1 Signature
victoria Brazell
Witness #1 Name (Please Print)
843 Boiling Springs rd
Witness #1 Street Address
lexington SC
Witness #1 City/State

N. M. M. M.
Witness #2 Signature
Hampton, S.C.
Witness #2 Name (Please Print)
1103 W. Grandville Ave
Witness #2 Street Address
Gilbert SC
Witness #2 City/State

AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

I, Jane Rollins Dawson, the Testatrix, sign my name to this instrument this 14 day of July, 2019, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes expressed in the Last Will, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Jane Rollins Dawson
Testatrix

We, VABrazell and Hampton Ellis, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as the Testatrix's Last Will and that the Testatrix signs it willingly (or willingly directs another to sign for the Testatrix), and that each of us, in the presence and hearing of the Testatrix, hereby signs this Last Will as witness to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

VABrazell
Witness #1

Hampton Ellis
Witness #2

Subscribed, sworn to and acknowledged before me by Jane Rollins Dawson, the Testatrix, and subscribed and sworn to before me by Victoria Brazell and Hampton Ellis, witnesses, this 14 day of July, 2019.

(Seal)

(Signed) Kuibaly Johnson Natta

SC Notary
(Official capacity of officer)

My Commission Expires September 4, 2024

My commission expires



ACCOUNT SIGNATURE CARD

Acct # 009160629773

Acct Type DDA - Checking/Savings

Date Opened 06/20/2019

Branch # 143

Assoc. Name JAMMY LAWSON

Current Date 06/20/2019

Account Owner Names:

JANE R DAWSON
HEATHER LEIGH POUNDS

Account Ownership Designation: JOINT ACCOUNT WITH RIGHT OF SURVIVORSHIP

The "Account" is held at First-Citizens Bank & Trust Company ("First Citizens Bank" or "Bank") by the above-named Account Owners (also referred to herein as "we"). It is subject to the provisions of the First Citizens Bank Deposit Account Agreement ("Agreement"), the Bank's Truth in Savings disclosures, which are contained in the applicable Disclosure of Products and Fees ("Disclosures"), and applicable state and federal law, all of which may be amended from time to time. We acknowledge receipt of the Agreement and Disclosures. Account Owners hold the Account as joint tenants with right of survivorship and not as tenants in common or tenants by the entireties. We understand that on the death of an Account Owner, the deceased Account Owner's ownership interest in the Account passes to the surviving Owner or Owners of the Account. WI accounts: If the Account is held jointly by spouses in Wisconsin, the Account is held by them as "survivorship marital property" pursuant to § 766.60(5)(a) of the Wisconsin Statutes.

NJ accounts: The Account is subject to the provisions of the Multiple Party Deposit Account Act, N.J.S.A. § 17:161-1 et seq. NC accounts: The Account is governed by N. C. Gen. Stat. § 53C-6-6. We understand that by establishing a joint account with right of survivorship under § 53C-6-6: (1) The Bank may pay money in the Account to, or on the order of, any person named as a joint owner of the Account unless we and the Bank have agreed that withdrawals require more than one signature; and (2) upon the death of one joint owner the money remaining in the Account will belong to the surviving joint owner(s) subject to § 28A-15-10 and will not pass by inheritance to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will. We DO elect to create the right of survivorship in the Account. WV accounts: Pursuant to Code of WV § 31A-4-33: (1) The Bank may pay the entire account balance to a creditor or other claimant of any one of the Account Owners pursuant to legal process, including but not limited to, garnishment, suggestion, or execution, regardless of the receipt of any notice from any of the Account Owners; and (2) the entire account balance may be paid to any of the named Account Owners at any time; pledged as security to a banking institution by any of the named Account Owners; or otherwise encumbered at the request of any of the named Account Owners unless written notice is given to the Bank, signed by any one of the Account Owners, not to permit such payment, pledge or encumbrance.

Authorized Signers: Each Authorized Signer identified below is authorized to transact any business relating to the Account on behalf of the Account Owners. This authority is exercisable notwithstanding the legal disability of any owner. Each Authorized Signer has no present or future ownership, survivorship or beneficiary rights to the Account.

Name: _____ Signature: _____

Name: _____ Signature: _____

Account Owners:

Name: Jane R Dawson Signature: Jane R Dawson Date: 6/20/19

Name: Heather L Pounds Signature: Heather Pounds Date: 6/20/19

Name: _____ Signature: _____ Date: _____

Complete this Substitute IRS Form W-9 if Account Owner whose SSN is reported below is a U.S. citizen or resident alien. If no Account Owner is a U.S. citizen or resident alien, provide a completed IRS Form W-BEN.

Substitute IRS Form W-9

The terms "I," "me," and "my" refer to the Account Owner providing this certification. I certify under penalty of perjury that:

- (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me);
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding;
(3) I am a U.S. citizen or other U.S. person (for federal tax purposes a "U.S. person" includes a U.S. resident alien); and
(4) I am exempt from FATCA reporting.

Instructions: IRS regulations require you to strike out the wording in item (2) if you have been notified by the IRS that you are currently subject to backup withholding for failure to report all interest and dividends on your tax return.

NOTE: The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

SSN 238-52-0394 was assigned to me by the IRS. Jane R Dawson Signature: Jane R Dawson Date: 6/20/19



* 5 1 2 3 *

* 0 0 9 1 6 2 3 6 7 0 6 8 *

2 2 8 B 2 Q B 9 4 *



ACCOUNT SIGNATURE CARD

Acct # 009162367068

Acct Type checking

Date Opened 06/12/2018

Branch # 085

Assoc. Name WENDY M BIRCHMORE

Current Date 05/01/2019

Account Owner Names:

Jane R Dawson

Heather L Pounds

Account Ownership Designation: JOINT ACCOUNT WITH RIGHT OF SURVIVORSHIP

The "Account" is held at First-Citizens Bank & Trust Company ("First Citizens Bank" or "Bank") by the above-named Account Owners (also referred to herein as "we"). It is subject to the provisions of the First Citizens Bank Deposit Account Agreement ("Agreement"), the Bank's Truth in Savings disclosures, which are contained in the applicable Disclosure of Products and Fees ("Disclosures"), and applicable state and federal law, all of which may be amended from time to time. We acknowledge receipt of the Agreement and Disclosures. Account Owners hold the Account as joint tenants with right of survivorship and not as tenants in common or tenants by the entireties. We understand that on the death of an Account Owner, the deceased Account Owner's ownership interest in the Account passes to the surviving Owner or Owners of the Account. WI accounts: If the Account is held jointly by spouses in Wisconsin, the Account is held by them as "survivorship marital property" pursuant to § 766.60(5)(a) of the Wisconsin Statutes.

NJ accounts: The Account is subject to the provisions of the Multiple Party Deposit Account Act, N.J.S.A. § 17:16-1 et seq. NC accounts: The Account is governed by N. C. Gen. Stat. § 53C-6-6. We understand that by establishing a joint account with right of survivorship under § 53C-6-6: (1) The Bank may pay money in the Account to, or on the order of, any person named as a joint owner of the Account unless we and the Bank have agreed that withdrawals require more than one signature; and (2) upon the death of one joint owner the money remaining in the Account will belong to the surviving joint owner(s) subject to § 28A-15-10 and will not pass by inheritance to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will. We DO elect to create the right of survivorship in the Account. WV accounts: Pursuant to Code of WV § 31A-4-33: (1) The Bank may pay the entire account balance to a creditor or other claimant of any one of the Account Owners pursuant to legal process, including but not limited to, garnishment, suggestion, or execution, regardless of the receipt of any notice from any of the Account Owners; and (2) the entire account balance may be paid to any of the named Account Owners at any time; pledged as security to a banking institution by any of the named Account Owners; or otherwise encumbered at the request of any of the named Account Owners unless written notice is given to the Bank, signed by any one of the Account Owners, not to permit such payment, pledge or encumbrance.

Authorized Signers: Each Authorized Signer identified below is authorized to transact any business relating to the Account on behalf of the Account Owners. This authority is exercisable notwithstanding the legal disability of any owner. Each Authorized Signer has no present or future ownership, survivorship or beneficiary rights to the Account.

Name: _____ Signature: _____

Name: _____ Signature: _____

Account Owners:

Name: Jane R Dawson Signature: [Signature] Date: 5-1-2019

Name: Heather L Pounds Signature: [Signature] Date: 5-1-2019

Name: _____ Signature: _____ Date: _____

Complete this Substitute IRS Form W-9 if Account Owner whose SSN is reported below is a U.S. citizen or resident alien. If no Account Owner is a U.S. citizen or resident alien, provide a completed IRS Form W-8BEN.

Substitute IRS Form W-9

The terms "I," "me," and "my" refer to the Account Owner providing this certification. I certify under penalty of perjury that:

- (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me);
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding;
(3) I am a U.S. citizen or other U.S. person (for federal tax purposes a "U.S. person" includes a U.S. resident alien); and
(4) I am exempt from FATCA reporting.

Instructions: IRS regulations require you to strike out the wording in item (2) if you have been notified by the IRS that you are currently subject to backup withholding for failure to report all interest and dividends on your tax return.

NOTE: The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

SSN 238520394 was assigned to me by the IRS. Jane R Dawson

Name

[Signature] Date: 5-1-2019



200

UNITED STATES SAVINGS BOND

THE UNITED STATES OF AMERICA
TWO HUNDRED DOLLARS

SERIES EE
INTEREST CEASES 30 YEARS FROM ISSUE DATE

*** ** 0394

06 1993

To JANE ROLLINS DAWSON
MAIL TO:
JOSEPH R DAWSON
129 MAGUIRE DR
LEXINGTON SC 29073-7266

FRB MINN
10-12-12
ISSUING AGENCY
DATING STAMP

OR JOSEPH RICHARD DAWSON JR
14RT10111200016 10122012 50001 99652623 0204626624

Timothy F. Geithner
Secretary of the Treasury

R204626624EE

⑆000090007⑆05 90204626624⑈

1000

UNITED STATES SAVINGS BOND

THE UNITED STATES OF AMERICA
ONE THOUSAND DOLLARS

SERIES I
INTEREST CEASES 30 YEARS FROM ISSUE DATE

*** ** 0394

08 2001

ISSUE DATE

To JANE ROLLINS DAWSON
MAIL TO:
JOSEPH R DAWSON
129 MAGUIRE DR
LEXINGTON SC 29073-7266

FRB MINN
10-12-12

OR JOSEPH RICHARD DAWSON JR
14RT10111200017 10122012 500201 2311111 0008664415

Henry M. Paulson Jr.
Secretary of the Treasury

M008664415I

Albert Einstein

⑆000090007⑆27 60008664415⑈

PENGAD 800-831-6980
PLAINTIFF'S
EXHIBIT
NO. 4

General Power of Attorney

I, Jane R. Dawson ("Declarant"), residing at 107 Highland Hope Lane, hereby appoint Heather Pounds ("Agent") of Gilbert, SC, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

If the Agent is unable or unwilling to serve for any reason, I appoint Linda Biggers ("Alternate Agent"), of Shelby, North Carolina, as my alternate or successor Agent, as the case may be to serve with the same powers and discretions.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.
 - a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.
 - b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
 - c. Have access to any safe deposit box that I might own, including its contents.
2. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.
3. Purchase and/or maintain insurance and annuity contracts, including life insurance upon my life or the life of any other appropriate person.

4. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.

5. Enter into binding contracts on my behalf.

6. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.

7. Maintain and/or operate any business that I may own.

8. Employ professional and business assistance, as may be appropriate, including attorneys, accountants, and real estate agents, for my personal or business affairs.

9. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.

10. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

- a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.
- b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.
- c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.

11. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving, to file state and federal gift tax returns, and to file a tax election to split gifts with my spouse, if any.

However, my Agent shall be prohibited, except as specifically authorized in this instrument, from (a) gifting, appointing, assigning or designating any of my assets, interests or rights, directly or indirectly, to my Agent, my Agent's estate or creditors, or the creditors of my Agent's estate, (b) exercising any powers of appointment I may hold in favor of my Agent, my Agent's estate or creditors, or the creditors of my Agent's estate, or (c) using my assets to discharge any of my Agent's legal obligations, including

any obligations of support which my Agent may owe to others, excluding those whom I am legally obligated to support. I appoint Heather Pounds of Gilbert, SC, as my substitute Agent for the sole purpose of making gifts of my property to my Agent or disclaiming assets that then pass directly or indirectly to my Agent or my Agent's estate, as either may be appropriate (unless this substitute Agent is also the Agent).

12. Transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.

13. Subject to other provisions of this document, disclaim any interest, which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent may not disclaim assets, to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate.

This Power of Attorney shall be construed broadly as a general Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to my estate, my personal representative or me. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, but only if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Jane R Dawson Date: 4/18/19
Declarant (signature)

Leather
Agent (phone / email): 803-307-1097

Linda Mobile
Alternate Agent (phone / email): 704-692-8993

Land
Witness #1: 704-482-5182

Signature: Rebekah Lynn Burton Address: 300 Woodcote Dr. Gaston, SC 29053

Full Legal Name: Rebekah Lynn Burton

Witness #2:

Signature: Susan Tanner Address: 304 Creekwood Ct. Chapin, SC 29063

Full Legal Name: Susan Lee Tanner

The foregoing instrument was acknowledged before me on 4/18/19, by Claimant Jane R Dawson, who is personally known to me or who has produced SCDL as identification.

Donna Mclees
Signature of Notary taking acknowledgment

Date of Expiration: 2/24/2027

DONNA MCLEES
Notary Public, State of South Carolina
My Commission Expires 2/24/2027

Durable Power of Attorney for Healthcare Decisions

It is important to choose someone to make healthcare decisions for you when you cannot make or communicate decisions for yourself. The person you choose will be your agent. He or she will have the right to make decisions for your healthcare in accordance with your instructions.

I, Jane R. Dawson, living at, 107 Highland Hope Lane Gilbert, S 29054
appoint the person named in this document to be my agent to make my healthcare decisions.

This document is a Durable Power of Attorney for Healthcare Decisions. My agent's power shall not end if I become incapacitated or if there is uncertainty that I am dead. This document revokes any prior Durable Power of Attorney for Healthcare Decisions. My agent may not appoint anyone else to make decisions for me. My agent and caregivers are protected from any claims based on following this Durable Power of Attorney for Healthcare. My agent shall not be responsible for any costs associated with my care. I give my agent full power to make all decisions for me about my healthcare, including the power to direct the withholding or withdrawal of life-prolonging treatment, including artificially supplied nutrition and hydration/tube feeding.

My agent is authorized to:

- Consent, refuse, or withdraw consent to any care, procedure, treatment, or service to diagnose, treat, or maintain a physical or mental condition, including artificial nutrition and hydration.
- Permit, refuse, or withdraw permission to participate in federally regulated research related to my condition or disorder.
- Make all necessary arrangements for any hospital, psychiatric treatment facility, hospice, nursing home, or other healthcare organization; and, employ or discharge healthcare personnel (any person who is authorized or permitted by the laws of the state to provide healthcare services) as he or she shall deem necessary for my physical, mental, or emotional well-being.
- Request, receive, review, and authorize sending any information regarding my physical or mental health, or my personal affairs, including medical and hospital records; and execute any releases that may be required to obtain such information.
- Move me into or out of any State or institution.
- Take legal action, if needed.
- Make decisions about autopsy, tissue and organ donation, and the disposition of my body in conformity with state law.
- Become my guardian if one is needed. In exercising this power, I expect my agent to be guided by my directions as we discussed them prior to this appointment and/or to be guided by my Healthcare Directive.

Agent Information:

373



I designate the following as my primary agent:

Heather Pounds of Gilbert, South Carolina

Execution and Effective Date of Appointment

My agent's authority is effective immediately for the limited purpose of having full access to my medical records and to confer with my healthcare providers and me about my condition. My agent's authority to make all healthcare and related decisions for me is effective when and only when I cannot make my own healthcare decisions.

Signature X Jane R Dawson Date 4/18/19

Many states require notarization. It is recommended for the residents of all states. Please ask two persons to witness your signature who are not related to you or financially connected to your estate.

Rebekah R. Burton
First Witness Signature

Susan Tanner
Second Witness Signature

Rebekah L Burton
First Witness Printed Name

Susan Tanner
Second Witness Printed Name

04/19/2019
Date

4-19-2019
Date

300 Woodcote Dr.
First Witness Address

304 Creekwood Court
Second Witness Address

Easton, SC 29053
First Witness City, State, Zip

Chapin, SC 29063
Second Witness City, State, Zip

Notarization:

State of SC

County of Lexington

On this the 18th day of April, 2019, before me, the undersigned, a notary public in and for said County and State, personally appeared

Jane R. Dawson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna McLees
(Signature of Notary)

Notary Public for the State of SC

Date of Expiration: 2/24/2027

DONNA MCLEES
Notary Public, State of South Carolina
My Commission Expires 2/24/2027

(Seal)

U.S. SAVINGS BOND REPORT 1/23/2019

BOND SERIES : EE

ISSUE DATE	FACE VALUE	# OF BONDS	TOTAL VALUE	% INT
Dec-90	500	45	44,849.70	4%
Jan-92	500	5	4,603.00	
Feb-92	500	5	4,513.00	
Mar-92	500	5	4,513.00	
Apr-92	500	5	4,513.00	
May-92	500	5	4,513.00	
Jun-92	500	5	4,513.00	
Apr-92	50	1	180.52	
Jul-92	50	1	180.52	
Jul-92	500	5	4,513.00	
Aug-92	500	5	4,425.00	
Sep-92	500	5	4,425.00	
Oct-92	500	5	4,425.00	
Nov-92	500	5	4,425.00	
Dec-92	500	5	4,425.00	
Jan-93	500	2	4,425.00	
Feb-93	500	2	4,338.00	
Mar-93	200	5	1,391.20	
Apr-93	200	9	2,496.24	
May-93	200	5	1,382.00	
Jun-93	200	5	1,337.60	

TOTAL # 50.00
2

TOTAL # 200.00
24

TOTAL # 500.00
109

TAX FREE VALUE
\$50.00

TAX FREE VALUE
\$2,400.00

TAX FREE VALUE
\$27,250.00

TOTAL TAX FREE VALUE (ALL EE BONDS)	29,700.00
-------------------------------------	-----------

TOTAL VALUE (ALL EE BONDS)

TAXABLE VALUE

\$114,426.78

\$84,726.78



U.S. SAVINGS BOND REPORT

1/23/2019

BOND SERIES : I

ISSUE DATE	FACE VALUE	# OF BONDS	TOTAL VALUE	% INT
Jun-00	500	1	1,460.40	5.96
Jun-00	1000	12	35,049.60	
Jul-00	500	1	1,453.20	
Jul-00	1000	6	17,438.40	
Aug-00	500	10	14,462.00	
Aug-00	1000	6	17,354.40	
Mar-01	1000	4	10,728.00	
May-01	1000	11	27,258.00	
Jun-01	1000	7	17,236.80	
Aug-01	1000	3	7,322.40	
Jul-01	1000	5	12,258.00	
TOTA TAX FREE VALUE		\$60,000.00		

TAXABLE VALUE I BONDS

\$101,968.40

TOTAL VALUE (ALL I BONDS)

161,968.40

TAXABLE VALUE EE BONDS

\$84,726.78

TOTAL VALUE (ALL EE BONDS)

\$114,426.78

GRAND TOTAL TAXABLE VALUE

186,695.18

GRAND TOTAL VALUE

\$276,395.18

← Search

Photos



Heather Leigh

...

Yesterday at 8:07 PM · 🌐

Gary Hutto is getting out in a few weeksand some of you know what that means.
..if I were you I would tuck tail and run

..and Brock Dawson. Ain't far behind him
.. I hope you enjoyed the hell you caused me while they have been in. Have fun 😊 uncle ...and businesses that decided to screw me bc I was a female. Tagging them in ...soon. have fun with that....messing with big sister...and baby girl...doesn't sit good with them. Yall had your chance. I gave it plenty of time. Now you get to deal with a fixer and a brother that doesn't gaf . Have fun. Along with my lawyer lol...

👍 1

👍 Like

💬 Comment

➦ Share



Heather Leigh updated her cover photo.

...

Wed at 8:57 PM · 🌐



PERGAD 800-831-5989
PLAINTIFF'S EXHIBIT
NO. 11

Powers of My Personal Representative

8. I give and appoint to my Personal Representative the following duties and powers with respect to my estate:
- a. To pay my legally enforceable debts, funeral expenses and all expenses in connection with the administration of my estate and any trusts created by my Will as soon as convenient after my death.
 - b. To take all legal actions to have the probate of my Will completed as quickly and simply as possible, and as free as possible from any court supervision, under the laws of the State of South Carolina;
 - c. To invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve or add to or otherwise deal with any and all real property belonging to my estate as my Personal Representative deems advisable without liability for loss or depreciation.
 - d. To purchase, maintain, convert and liquidate investments or securities, and to vote stock, or exercise any option concerning any investments or securities without liability for loss:
 - e. To open, close, and/or access my bank accounts as needed.
 - f. To employ any lawyer, accountant or other professional; and
9. Except as otherwise provided in this my Will, to act as my Trustee by holding in trust the share of any minor beneficiary, and to keep such share invested, pay the income or capital or as much of either or both as my Personal Representative considers advisable for the maintenance, education, advancement or benefit of such minor beneficiary and to pay or transfer the capital of such share or the amount remaining of that share to such beneficiary when he or she reaches the age of 18 years of age. The above authority and powers granted to my Personal Representative are in addition to any powers and elective rights conferred by state or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

DISPOSITION OF ESTATE

Specific Bequests

10. To receive a specific bequest under this Will a beneficiary must survive me for thirty (30) days. Any item that fails to pass to a beneficiary will return to my estate to be included in the residue of my estate. All property given under this Will is subject to any encumbrances or liens attached to the property. My specific bequests are as follows:

- a. I leave to Heather Pounds of South Carolina, My 2012 Malibu LST Chevrolet (white diamond)
- b. I leave to Heather Pounds of South Carolina, My home @ 107 Highland Hope Lane Gilbert, SC 29054

- c. I leave to Heather Pounds of South Carolina, All home appliances
- d. I leave to Heather Pounds of South Carolina All home furniture, tables, chairs, couch Living Room Chairs, all bedroom furniture
- e. I leave to Heather Pounds of South Carolina Lawn mower and all tools except what is Joey's.
- f. I leave to Heather Pounds of South Carolina, John Dawson's ashes & any pictures of John.
- g. I leave to Heather Pounds of South Carolina, any new vehicle that I may purchase after this 18th day of April, 2019.
- h. I leave to _____ of _____
- i. I leave to _____ of _____
- j. I leave to _____ of _____

11. I direct my Personal Representative to abide by all of my wishes. If any child of mine shall die before becoming entitled in accordance with the terms of this my Will, to receive the whole of his or her share of my estate, but such child has a child or children which survive me, that child of mine shall be deemed to have survived me for the purposes of this division and the share of that child of mine shall be distributed according to the provisions hereinafter provided.

13. Provided however, that if any child of mine shall die before becoming entitled in accordance with the terms of this my Will, to receive the whole of his or her share of my estate, I direct that such share or the amount remaining of that share will be divided and transferred in equal shares to each of the then surviving children of that deceased child of mine. And if any of such children of my deceased child dies before receiving the whole of his or her share of my estate, that share or the amount remaining thereof will be divided in equal shares amongst the then surviving children of that child of mine. But if that deceased child of mine leaves no surviving children, then that share or the amount remaining of that share will be divided amongst my surviving children in equal shares.

14. In all cases where a child or grandchild of mine is a minor at the time that a gift is provided under my Will, and where a guardian, custodian, or trustee is not already identified under this my Will, that share will be held in trust, as specified in provision "9" under Powers of My Personal Representative above.
15. If none of my named beneficiaries survives me or does not leave an heir or issue who survives me, then I give, devise, and bequeath all of the rest, residue, and remainder of my estate, of whatever kind and character, and wherever located, according to the order of intestate succession in the State of South Carolina.

Pet Guardian

16. In all cases, my Personal Representative will be responsible for my pets. Where any pet of mine is suffering, in poor health, or beyond reasonable treatment, or where my Personal Representative is unable to place that pet with a suitable guardian for any reason, then I direct my Personal Representative to have my pet humanely euthanized as soon as practicable at any Vet Clinic with reasonable prices.

Additional Provisions

17. *I want Heather to make available to any family member wanting any residue in my home. Joey gets all of his antiques and anything of value to him except furniture, appliances and all tools.*

*I wish to be cremated with a small memorial service at Barr-Price Funeral Home
609 Northwood Rd. Lexington, SC 29072
803-356-4411*

My ashes can be returned to Heather Pounds and she can share with Joey

Joey has been assigned the bonds and beneficiary of a separate policy.

No Contest Provision

18. If any beneficiary under this Will contests in any court any of the provisions of this Will, then each and all such persons shall not be entitled to any devises; legacies, bequests, or benefits under this Will or any codicil hereto, and such interest or share in my estate shall be disposed of as if that contesting beneficiary had not survived me.

Posts Photos

Like Comment Send Share



Jayna Martin is with Heather Leigh and Heather Leigh Pounds. ...

Mar 14, 2023 ·

don't accept this. it's a fake account



Heather Leigh

Sent you a friend request

Respond

Message

...

... See Heather's About Info

Friends
1 friend



STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF Lexington

DEED OF DISTRIBUTION
(Real Property Only)
NOT A WARRANTY DEED

IN THE MATTER OF:
Jane Rollins Dawson
(Decedent)

CASE NUMBER: 2020ES3200394

The undersigned states as follows:

2020CP3201941

Decedent died on March 16, 2020; and probate of the Estate is being administered in the Probate Court for Lexington County, South Carolina, in File # 2020ES3200394

I/We was/were appointed Personal Representative (s) on March 26, 2020

Decedent owned real property described as follows:

Tax Map Number: 006205-01-002

Street/Property Address: 107 Highland Hope Lane, Gilbert, SC 29054

Legal Description: All that certain piece, parcel or lot of land, situate, lying and being in the Town of Gilbert, County of Lexington, State of South Carolina and being more particularly shown and delineated as Lot 2 Containing 0.75 acres upon a plat prepared by Arthur J Weed PLS for "Highland Hope Subdivision", dated June 13, 2000, recorded July 14, 2000, in Book 5878 at Page 10; said lot having such metes, bounds and measurements as shown on said plat incorporated herein by reference and made a part of this description.

2020015013 BK: 20866 PG: 0176 - 0177 2 PGS
DEED OF DISTRIBUTION
Rec: \$15.00 Cnty: \$0.00 State: \$0.00
April 10, 2020 11:20:11 AM
FILED IN LEXINGTON COUNTY, SC

Additional sheet(s) for additional property(ies) is attached (check if applicable)

This transfer is made pursuant to:

- Decedent's Will
- Intestacy Statute: SCPC 62-2-103
- Private Family Agreement: SCPC 62-3-912
- Disclaimer by: _____
- Probate Court Order issued on _____
- Other: _____

FILED

APR 27 2020

PROBATE JUDGE
LEXINGTON COUNTY, SC

FILED
LISA M. COMER
CLERK OF COURT
LEXINGTON SC
2020 MAY 26 AM 11:16

In accordance with the laws of the State of South Carolina, the Personal Representative(s) does/do hereby release all of the Personal Representative's(s)' right, title and interest, including statutory and/or testamentary powers, over the real property described to the beneficiaries named below:

Name: Heather Leigh Pounds
Address: 107 Highland Hope Lane
Gilbert, SC 29054

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Additional sheet(s) for names of additional beneficiaries is attached (check, if applicable)

IN WITNESS WHEREOF the undersigned, as Personal Representative(s) of the above Estate, has executed this Deed of Distribution, on this 1st day of April, 2020.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

* Witness: Christi L. Jeffcoat
Print Name: Christi L. Jeffcoat
* Witness: Michele Tillman-Gallatin
Print Name: Michele Tillman-Gallatin

Estate of: Jane Rollins Dawson
Signature of Personal Representative: Heather Leigh Pounds
Print Name: Heather Leigh Pounds

If applicable,
Signature of Co-Personal Representative: N/A
Print Name: _____

STATE OF SOUTH CAROLINA)
COUNTY OF Lexington)

ACKNOWLEDGMENT

I, Donna McLees, Notary Public, a notary for the State of South Carolina do hereby certify that Heather Leigh Pounds, as Personal Representative(s) of the Estate of Jane Rollins Dawson, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Distribution.

Witness my hand and seal this the 1st day of April, 2020.

Donna McLees (SEAL)
(Signature of Notary Public)
Donna McLees
(Print name of Notary Public)
Notary Public for State of DONNA MCLEES
My Commission Expires: Notary Public, State of South Carolina
My Commission Expires 2/24/2027

Note: It is recommended that an attorney prepare this document and determine if a title examination is necessary.