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SC Court of Appeals

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS
ROBERT J. BONDS, CIRCUIT COURT JUDGE

Appellate Case No. 2025-000076

IN THE MATTER OF: Estate of Paul Brandon Barringer II

Hampton B. Luzak, ...Appellant

v.

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

Of which Merrill U. Barringer as Personal Representative of the Estate of Paul Brandon Barringer II, is a, ...Respondent,

--and--

IN THE MATTER OF: Estate of Paul Brandon Barringer II

Hampton Barringer Luzak, ...Appellant,

v.

Merrill U. Barringer, ...Respondent,

RECORD ON APPEAL
VOLUME I OF XII

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

James R. Gilreath (S.C. Bar #02133)
William M. Hogan (S.C. Bar #65272)
THE GILREATH LAW FIRM, PA
110 Lavinia Avenue (zip 29601)
P.O. Box 2147
Greenville, South Carolina 29602
Telephone: 864.242.4727
Facsimile: 864.232.4395
jim@gilreathlaw.com
bhogan@gilreathlaw.com

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

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

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

ATTORNEYS FOR APPELLANT

OTHER COUNSEL OF RECORD:

Alice Paylor, Esquire
Bijan Ghom, Esquire
SAXTON & STUMP, LLC
1601 Marsh Harbor Lane, Unit 300
Mt Pleasant, South Carolina 29464
afp@saxtonstump.com
bkg@saxtonstump.com

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

Charles B. Molster, III, Esquire (admitted *pro hac vice)*
THE LAW OFFICES OF CHARLES B. MOLSTER, III PLLC
2141 Wisconsin Avenue, N.W., Suite M
Washington, D.C. 20007
cmolster@molsterlaw.com
Attorney admitted *pro hac vice* for Respondents, Merrill B. Light, J. Randolph Light, Jr., Merrill B. Light as Putative Trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998, and Merrill B. Light as Trustee of the Merrill Barringer Light Revocable Trust

J. Ashley Twombley, Esquire
Thomas Iandoli, Esquire
TWENGE + TWOMBLEY LAW FIRM
311 Carteret Street
Beaufort, South Carolina 29902
Twombley@twlawfirm.com
iandoli@twlawfirm.com
Attorneys for Respondent Merrill U. Barringer, individually and Respondent Merrill U. Barringer, as Personal Representative of the Estate of Paul Brandon Barringer, II

Harley D. Ruff, Esquire
RUFF & RUFF, LLC
17 Professional Village Circle
Beaufort, South Carolina 29907
hruff@ruffllc.com
Attorneys for Respondent Merrill U. Barringer, as Personal Representative of the Estate of Paul Barringer, II

Erin Dean, Esquire
TUPPER, GRIMSLEY, DEAN & CANADAY, LLC
Post Office Box 2055
Beaufort, South Carolina 29901
erindean@tgdcpa.com
Attorney for Coastal Forest Resources Company

Edward J. Fuhr, Esquire (admitted *pro hac vice)*
Jonathon E. Schronce, Esquire (admitted *pro hac vice)*
HUNTON ANDRWS KURTH LLP
951 East Byrd Street
Richmond, Virigina 23219
Efuhr@huntonAK.com
Jschronce@huntonAK.com
Attorneys for Coastal Forest Resources Company

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ELECTRONICALLY FILED - 2017 May 19 11:55 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE MATTER OF:
Estate of Paul Brandon Barringer, II

Hampton B. Luzak,
Plaintiff,

vs.

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

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

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

ORDER FOR CONSOLIDATION OF ACTIONS BY CONSENT

This matter is before the Court pursuant to the motion of Plaintiff Hampton B. Luzak to consolidate the case styled as Hampton B. Luzak v. Merrill B. Light, Merrill U. Barringer, as Personal Representative of the Estate of Paul Brandon Barringer, II, J. Randolph Light, Jr., Merrill B. Light as putative trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998, and Merrill B. Light as trustee of the Merrill Barringer Light Revocable Trust, civil action no. 2016-CP-07-1919 originally filed in the Beaufort County Probate Court and removed to this Court, with the case styled as Hampton B. Luzak v. Merrill B. Light, J. Randolph Light, Jr., Merrill B. Light as putative trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998, and Merrill B. Light as trustee of the Merrill Barringer Light Revocable Trust, civil action no. 2016-CP-07-1961 originally filed in this Court. It appears from the record that these actions arise from the same matter, involve common questions of law and fact and share the same witnesses. Counsel for all parties have agreed that in order to simplify and

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expedite these matters, the two cases should be consolidated for the purposes of discovery and trial. By consent of the parties and for good cause shown, the Court hereby grants Plaintiff's Motion for Consolidation of Actions under Rule 42(a) filed September 8, 2016.

Henceforth, the caption for proceedings in the consolidated cases shall be as set forth below:

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT IN THE MATTER OF: Estate of Paul Brandon Barringer, II Hampton B. Luzak, Plaintiff, vs. Merrill B. Light, Merrill U. Barringer, as Personal Representative of the Estate of Paul Brandon Barringer, II, J. Randolph Light, Jr., Merrill B. Light as putative trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998, and Merrill B. Light as trustee of the Merrill Barringer Light Revocable Trust, Defendants.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT C/A Case No.: 2016-CP-07-1919

WHEREFORE, IT IS ORDERED, that Case No. 2016-CP-07-1961 is consolidated with Case No. 2016-CP-07-1919 as set forth above with Case No. 2016-CP-07-1919 being the case number going forward.

We so consent:

/s/ JAMES R. GILREATH . Date: April 28, 2017 .

James R. Gilreath (S.C. Bar No. 2133)
William M. Hogan (S.C. Bar No. 65272)
THE GILREATH LAW FIRM, P.A.
110 Lavinia Avenue (29601)
P. O. Box 2147
Greenville, South Carolina 29202
jim@gilreathlaw.com
bhogan@gilreathlaw.com

and

Charles B. Macloskie (S.C. Bar No. 3514)
Macloskie Law Firm
P.O. Box 280
1506 Prince Street
Beaufort, SC 29901
macloskielawfirm@hargray.com

and

S. Alan Medlin (S.C. Bar No. 3924)
1713 Phelps Street
Columbia, SC 29205
amedlin@sc.rr.com

Attorneys for Plaintiff Hampton B. Luzak

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We consent:

/s/ RICHARD ROSEN . Date: April 27, 2017 .
Richard Rosen, Esquire
Liam Duffy, Esquire
ROSEN, ROSEN & HAGOOD, LLC
P.O. Box 893
Charleston, SC 29402

and

Charles B. Molster, III, Esquire
The Law Offices of Charles B. Molster, III, PLLC
2141 Wisconsin Ave., N.W., Ste. M
Washington, DC 20007

Attorneys for Defendants Merrill B. Light, individually and as trustee, and J. Randolph Light, Jr.

/s/ J. ASHLEY TWOMBLEY . Date: April 27, 2017 .
J. Ashley Twombley, Esquire
Jennifer Campbell, Esquire
TWENGE + TWOMBLEY LAW FIRM
311 Carteret Street
Beaufort, SC 29902

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

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Beaufort Common Pleas

Case Caption: Hampton B Luzak VS Merrill B Light , defendant, et al

Case Number: 2016CP0701919

Type: Order/Consent Order

So Ordered

s/Carmen T Mullen 2142

ELECTRONICALLY FILED - 2019 Apr 24 4:14 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II HAMPTON BARRINGER LUZAK, Plaintiff, v. MERRILL B. LIGHT, MERRILL U. BARRINGER, as Personal Representative of the Estate of Paul Brandon Barringer, II, J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT as Putative Trustee of the Paul B. Barringer, II, Revocable Trust Dated December 4, 1998, AND MERRILL B. LIGHT as Trustee of the Merrill Barringer Light Revocable Trust, Defendants	)	IN THE COURT OF COMMON PLEAS CIVIL ACTION NO: 2016-CP-07-1919 **ORDER GRANTING DEFENDANTS' MOTION FOR A PROTECTIVE ORDER**

This matter came before me on March 19, 2019, upon Defendants' Motion for a Protective Order prohibiting Plaintiff's counsel from continuing to depose Merrill Barringer.

After careful consideration of counsel's oral arguments and written submissions, and after viewing the video deposition of Mrs. Barringer, I hereby find that Plaintiff's counsel had more than adequate time to depose Mrs. Barringer on March 15, 2019, and I **GRANT** Defendant's Motion for a Protective Order.

Mrs. Barringer was deposed for a full day on March 15, 2019, beginning at 10:24 in the morning and lasting until 5:16 in the afternoon. As evidenced by the video and transcript of the deposition, it is obvious that Mrs. Barringer disclosed everything she knows and there is nothing further to be learned from her. Counsel for Plaintiff was given more than enough time to depose

Mrs. Barringer, and Counsel for Plaintiff used much of the time making an excessive amount of objections and asking the same questions repeatedly. Further, prior to this deposition, I addressed the length of time the parties would have to depose Mrs. Barringer stating, "I don't know how long you plan on deposing her, but I don't want to see anyone getting in there and deposing this woman all day long or for days on end. I just don't think that's fair or right." Mrs. Barringer is eighty-seven years old, and depositions are tiresome.

For the reasons stated above and with good cause shown, it is hereby **ORDERED** that Plaintiff's Motion for Protective Order is **GRANTED**.

IT IS SO ORDERED.

_____

Carmen T. Mullen
Presiding Judge, 14th Judicial Circuit

Beaufort, South Carolina
April____, 2019

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Case Caption: Hampton B Luzak VS Merrill B Light , defendant, et al

Case Number: 2016CP0701919

Type: Order/Protective Order

So Ordered

s/Carmen T Mullen 2142

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO: 2016-CP-07-1919
	)	
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II	)	
	)	
HAMPTON BARRINGER LUZAK,	)	
	)	
Plaintiff,	)	**CONSENT ORDER ON PLAINTIFF'S MOTION FOR CONSOLIDATION OF ACTIONS**
	)	
v.	)	
	)	
MERRILL B. LIGHT, MERRILL U. BARRINGER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PAUL BRANDON BARRINGER, II, J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT AS PUTATIVE TRUSTEE OF THE PAUL B. BARRINGER, II REVOCABLE TRUST DATED DECEMBER 4, 1998, AND MERRILL B. LIGHT AS TRUSTEE OF THE MERRILL BARRINGER LIGHT REVOCABLE TRUST,	)	
	)	
Defendants	)	

This matter is before the Court on Plaintiff's Motion for Consolidation of Actions Under Rule 42(a) filed on September 13, 2019. Plaintiff seeks to consolidate the captioned case with 2019-CP-07-01253 and 2019-CP-07-01294. With the consent and agreement of the parties, the Court enters the following order related to Plaintiff's motion:

1. The captioned case and cases 2019-CP-07-01253 and 2019-CP-07-01294 will be heard together for convenience purposes for discovery and trial. However, cases 2019-CP-07-01253 and 2019-CP-07-01294 shall retain their own separate identities and are not merged together with the captioned case;

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2. Consolidation shall not delay the deadlines set forth in the Court's Third Amended Scheduling Order in the captioned case, and the parties in 2019-CP-07-01253 and 2019-CP-07-01294 shall be bound by the deadlines set forth in that Order; unless amended by the consent of the parties or by order of the court.
3. The parties in 2019-CP-07-01253 and 2019-CP-07-01294 preserve all arguments related to any and all claims, defenses (including but not limited to any positions regarding the inapplicably of the relation back doctrine), motion or other right each may have under law or equity related to 2019-CP-07-01253 and 2019-CP-07-01294, and no parties' position shall be enhanced or diminished in any way by the entering of this order; and
4. The parties may conduct additional discovery on the new matters and issues raised in 2019-CP-07-01253 and 2019-CP-07-01294, but only as to those new matters and issues. This provision shall have no effect on the preservation of the parties' rights to conduct deposition discovery of witnesses already deposed in the captioned case to the extent that such discovery might be allowed under Judge Mullen's prior orders or future orders or by the consent of the parties. Other discovery in the captioned case will continue in accordance with the Third Amended Scheduling Order in that captioned case.

The Court hereby adopts the agreement of the parties as an Order of the Court.

IT IS SO ORDERED!

We so consent:

s/James R. Gilreath

Date: November 12, 2019

James R. Gilreath (S.C. Bar No. 2133)
William M. Hogan (S.C. Bar No. 65272)
THE GILREATH LAW FIRM, P.A.
110 Lavinia Avenue (29601)
P. O. Box 2147
Greenville, South Carolina 29202
jim@gilreathlaw.com
bhogan@gilreathlaw.com

and

Charles B. Macloskie (S.C. Bar No. 3514)
Macloskie Law Firm
P.O. Box 280
1506 Prince Street
Beaufort, SC 29901
macloskielawfirm@hargray.com

and

S. Alan Medlin (S.C. Bar No. 3924)
1713 Phelps Street
Columbia, SC 29205
amedlin@sc.rr.com

Attorneys for Plaintiff Hampton B. Luzak

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We consent:

_s/Alice Paylor_____ Date: November 12, 2019
Alice Paylor, Esquire
Bijan Ghom, Esquire
ROSEN, ROSEN & HAGOOD, LLC
151 Meeting Street, Suite 400
Charleston, SC 29401

and

Charles B. Molster, III, Esquire
The Law Offices of Charles B. Molster, III, PLLC
2141 Wisconsin Ave., N.W., Ste. M
Washington, DC 20007

Attorneys for Defendants Merrill B. Light, individually and as trustee, and J. Randolph Light, Jr.

We consent:

__s/J. Ashley Twombley_____ Date: November 12, 2019
J. Ashley Twombley, Esquire
Kevin C. Johnson, Esquire
TWENGE + TWOMBLEY LAW FIRM
311 Carteret Street
Beaufort, SC 29902

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

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Case Caption: Hampton B Luzak VS Merrill B Light , defendant, et al

Case Number: 2016CP0701919

Type: Order/Consent Order

So Ordered

s/Carmen T Mullen 2142

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NOs: 2016-CP-07-1919
	)	2019-CP-07-1253
	)	2019-CP-07-1294
	)	
	)	
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II	)	
	)	
HAMPTON BARRINGER LUZAK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**ORDER**
	)	
MERRILL B. LIGHT , MERRILL U. BARRINGER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PAUL BRANDON BARRINGER, II, J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT AS PUTATIVE TRUSTEE OF THE PAUL B. BARRINGER, II REVOCABLE TRUST DATED DECEMBER 4, 1998, AND MERRILL B. LIGHT AS TRUSTEE OF THE MERRILL BARRINGER LIGHT REVOCABLE TRUST,	)	
	)	
Defendants	)	

This matter is before the Court on Plaintiff's request to reopen the deposition of Mrs. Merrill U. Barringer. On June 14, 2019, this Court ordered the production of Mrs. Barringer's estate planning documents. That Order is attached hereto as Exhibit A. The Order also required Plaintiff to submit a detailed list of topics not covered in Mrs. Barringer's March 15, 2019 deposition that Plaintiff considers relevant after its review of Mrs. Barringer's estate planning documents. This list was to be submitted so the Court could revisit the idea of reopening the deposition. Plaintiffs submitted the list on May 5, 2020.

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It appearing to the Court that the previous depositions of Mrs. Barringer were adequate to garner the information now sought by the Plaintiffs, and that reopening the deposition would be futile and harassing, this Court finds the following:

1. Counsel for the Plaintiff has requested through various discovery methods the confidential and personal estate planning documents of Mrs. Barringer;
2. As reflected in my previous orders (attached as Exhibits A and B), the production of these documents has been discussed ad nauseum;
3. Mrs. Barringer was deposed for roughly three hours on March 15, 2019. As my April 24, 2019 Order (attached hereto as Exhibit B) states, Plaintiff's counsel had more than adequate time to depose Mrs. Barringer on this occasion, and it is obvious from my review of the video and transcript that Mrs. Barringer disclosed everything she knows;
4. Some of the examination on March 15, 2019, was regarding the hypothetical existence of a contract to not revoke or change Mrs. Barringer or her late husband's estate plans;
5. Mrs. Barringer has remained steadfast in her assertion that no such agreement exists, and nothing revealed in in her estate planning documents revealed that such an agreement exists;
6. Deposing Mrs. Barringer again would put the 88-year-old Mrs. Barringer and those she lives around in Tide Pointe's independent living community at increased risk for COVID-19; and
7. This Court has considered the arguments of counsel while also balancing the interests of the parties' rights to conduct discovery and represent their clients safely and effectively.

IT IS THEREFORE ORDERED that Mrs. Barringer's deposition shall not be reopened.

AND IT IS SO ORDERED.

_____
The Hon. Carmen T. Mullen
Fourteenth Judicial Circuit

_____, 2020

_____, South Carolina

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Beaufort Common Pleas

Case Caption: Hampton B Luzak VS Merrill B Light , defendant, et al

Case Number: 2016CP0701919

Type: Order/Other

So Ordered

s/Carmen T Mullen 2142

ELECTRONICALLY FILED - 2020 Nov 04 2:45 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT IN THE MATTER OF: Estate of Paul Brandon Barringer, II Hampton Barringer Luzak, Plaintiff, vs. Merrill U. Barringer, Defendant.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT Civil Action Nos.: 2019-CP-07-01253 2019-CP-07-01294 **ORDER**

This matter came before me on October 15, 2020 for a hearing on Defendant Merrill U. Barringer's motion for partial summary judgment on the Plaintiff's second and third causes of action for constructive trust with injunction and enforcement of contract not to revoke with injunction, respectively. Prior to the date of the hearing, both parties submitted memorandums, exhibits and affidavits in support of their corresponding positions. This Court also heard oral argument from the attorneys for both parties. After due consideration of the above submissions and the arguments of the parties involved, this Court finds there is evidence in support of Plaintiff's two causes of action at issue in the summary judgment motion creating a genuine issue of material fact for jury determination. Therefore the Defendant Merrill U. Barringer's motion for partial summary judgment is denied.

This Court also received the Defendant's Motion to Strike Affidavits seeking to strike the affidavits submitted by Plaintiff in opposition to Defendant's memorandum in support of Defendant's motion for partial summary judgment. After review of the motion and the affidavits of Plaintiff, this Court denies Defendant's Motion to Strike Affidavits.

IT IS SO ORDERED.

Carmen T. Mullen,
Judge of the Fourteenth Judicial Circuit

_____, 2020

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ELECTRONICALLY FILED - 2020 Nov 04 2:45 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

Beaufort Common Pleas

Case Caption: Hampton Barringer Luzak VS Merrill U Barringer

Case Number: 2019CP0701253

Type: Order/Other

So Ordered

s/Carmen T Mullen 2142

ELECTRONICALLY FILED - 2020 Dec 30 8:53 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CIVIL ACTION NO: 2016-CP-07-01919
COUNTY OF BEAUFORT	)	
	)	
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II	)	
	)	
HAMPTON BARRINGER LUZAK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
MERRILL B. LIGHT, MERRILL U. BARRINGER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PAUL BRANDON BARRINGER, II, J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT AS PUTATIVE TRUSTEE OF THE PAUL B. BARRINGER, II REVOCABLE TRUST DATED DECEMBER 4, 1998, AND MERRILL B. LIGHT AS TRUSTEE OF THE MERRILL BARRINGER LIGHT REVOCABLE TRUST,	)	
	)	
Defendants.	)	

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CIVIL ACTION NO: 2019-CP-07-01253
COUNTY OF BEAUFORT	)	2019-CP-07-1294
	)	
IN THE MATTER OF: Estate of Paul Brandon Barringer, II	)	
	)	
Hampton B. Luzak,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Merrill U. Barringer,	)	
	)	
Defendant.	)	

ELECTRONICALLY FILED - 2020 Dec 30 8:53 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

ORDER GRANTING DEFENDANTS' MOTION TO BIFURCATE

This Court has considered Defendants' Joint Motion to Bifurcate Trial filed October 23, 2020. Based on the legal memoranda submitted and oral argument presented, the Court grants the motion. In accordance with SCRCP Rule 42(b), this Court has determined that a separate trial of the Second and Third Causes of Action set forth in Hampton Luzak v. Merrill Barringer, Civ. Action Nos. 2019-CP-07-01253 and 2019-CP-07-01294, shall proceed first and prior to any separate and subsequent trial(s) of the remaining causes of action alleged in Civ. Action Nos. 2016-CP-07-1919, 2016-CP-07-1961, 2019-CP-07-01253 and 2019-CP-07-01294.

IT IS SO ORDERED.

_____
CARMEN T. MULLEN
Judge of the Fourteenth Judicial Circuit

_____, 2020

ELECTRONICALLY FILED - 2020 Dec 30 8:53 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

Beaufort Common Pleas

Case Caption: Hampton Barringer Luzak VS Merrill U Barringer

Case Number: 2019CP0701253

Type: Order/Other

So Ordered

s/Carmen T Mullen 2142

ELECTRONICALLY FILED - 2020 Dec 30 9:02 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CIVIL ACTION NO: 2016-CP-07-01919
COUNTY OF BEAUFORT	)	
	)	
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II	)	
	)	
HAMPTON BARRINGER LUZAK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
MERRILL B. LIGHT , MERRILL U. BARRINGER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PAUL BRANDON BARRINGER, II, J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT AS PUTATIVE TRUSTEE OF THE PAUL B. BARRINGER, II REVOCABLE TRUST DATED DECEMBER 4, 1998, AND MERRILL B. LIGHT AS TRUSTEE OF THE MERRILL BARRINGER LIGHT REVOCABLE TRUST,	)	
	)	
Defendants.	)	

ORDER DENYING MERRILL LIGHT'S MOTION FOR SUMMARY JUDGMENT

This matter came before me on December 17, 18, and 19, 2020, on Defendant Merrill Light's Motion for Summary Judgment as to all causes of action set forth in Civ. Action No. 2016-CP-07-1919. Both Defendant and Plaintiff submitted memoranda, exhibits and affidavits in support of their corresponding positions. The Court also heard oral argument from the attorneys for both parties. After due consideration of the submissions and the arguments of the parties involved, this Court determines that the Motion for Summary Judgment should be denied.

IT IS SO ORDERED.

_____

CARMEN T. MULLEN
Judge of the Fourteenth Judicial Circuit

_____, 2020

ELECTRONICALLY FILED - 2020 Dec 30 9:02 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

ELECTRONICALLY FILED - 2020 Dec 30 9:02 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

Beaufort Common Pleas

Case Caption: Hampton B Luzak VS Merrill B Light , defendant, et al

Case Number: 2016CP0701919

Type: Order/Other

So Ordered

s/Carmen T Mullen 2142

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Beaufort
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016CP0701919

Hampton B Luzak
PLAINTIFF(S)

Merrill B Light 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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:

Plaintiff's Motion to Reconsider Order to Bifurcate of December 30, 2020 is hereby denied without a hearing.

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 01/13/2021 .

Merrill Barringer Light Revocable Trust
Merrill B Light as Trustee
Merrill B Light As Putative Trustee
Paul B Barringer Ii Revocable Trust
Charles B Molster, III for Merrill B Light

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2021 Jan 14 9:09 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

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.

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Beaufort Common Pleas

Case Caption: Hampton B Luzak VS Merrill B Light , defendant, et al

Case Number: 2016CP0701919

Type: Order/Electronic Form 4

So Ordered

s/Carmen T Mullen 2142

ELECTRONICALLY FILED - 2021 Jul 06 9:43 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS CIVIL ACTION NO: 2016-CP-07-01919
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II	)	
HAMPTON BARRINGER LUZAK, Plaintiff, v. MERRILL B. LIGHT, MERRILL U. BARRINGER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PAUL BRANDON BARRINGER, II, J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT AS PUTATIVE TRUSTEE OF THE PAUL B. BARRINGER, II REVOCABLE TRUST DATED DECEMBER 4, 1998, AND MERRILL B. LIGHT AS TRUSTEE OF THE MERRILL BARRINGER LIGHT REVOCABLE TRUST, Defendants.	)	**ORDER GRANTING DEFENDANT MERRILL LIGHT SUMMARY JUDGMENT AS TO FEBRUARY 8, 2012, WILL AND FIRST AMENDMENT TO THE PAUL B. BARRINGER, II, REVOCABLE TRUST, DATED DECEMBER 4, 1998**

This matter came before me for a hearing on May 27, 2021, on Defendant Merrill Light's Motion for Summary Judgment as to the validity of the Will and First Amendment to the Paul B. Barringer, II, Revocable Trust, dated December 4, 1998, executed by Paul B. Barringer, II, on February 28, 2012 (hereinafter "February 2012 Testamentary Documents"). I hereby grant Defendant's motion and, for the reasons set forth below, find as a matter of law that Mr. Barringer had testamentary capacity, was not subject to undue influence and was not mistaken when he executed the February 2012 Testamentary Documents, and that the February 2012 Testamentary Documents are valid.

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PROCEDURAL OBJECTION TO MOTION

Plaintiff argues that this Court could not consider this motion because Judge Mullen denied a previously moved for summary judgment as to all causes of action and on the basis of judicial estoppel. The Court rejects these arguments.

First, the prior order denying summary judgment as to all causes of action does not preclude consideration of this motion. Defendant has the benefit of additional testimony and evidence in support of her new motion and a prior denial of summary judgment by a different judge does not preclude renewal of the motion later in the proceedings. *See Weil v. Weil*, 299 S.C. 84, 89, 382 S.E.2d 471, 473 (Ct. App. 1989) ("[A] judge deciding a case on the merits is not bound by a prior order of another judge denying summary judgment."); *Smith v. Breedlove,* 377 S.C. 415, 662 S.E.2d 67 (2008) ("The fact that different trial judge previously denied a motion for summary judgment does not preclude the moving party from renewing its motion once new evidence is gathered.").

Second, Defendants are not estopped from bringing this motion. Plaintiff claims that Defendant Merrill Light is "estopped" from asserting that the February 2012 Testamentary Documents "are valid for purposes of this summary judgment motion" because Plaintiff "inconsistently assert[s] the validity of a prior will and trust in 1998 and subsequent amendments to the will and trust which were executed after February 2012." Defendants' motion "seeks summary judgment as to the Seventh, Eighth, and Ninth causes of action as they apply to the February 28, 2012, will and trust."[1] Defendants' summary judgment motion seeks no relief as to

[1] The Court notes that two different complaints were filed in this consolidated action. One version (2016-CP-07-01919) asserted nineteen causes of action and was filed in probate court and then removed to circuit court. A second complaint (2016-CP-07-1961) asserting sixteen causes of action was filed directly in circuit court. The Court consolidated these actions under Case No. 2016-CP-07-1919 with consent of the parties in Orders dated May 19, 2017. No new consolidated complaint was filed and the Consolidation Orders do not designate which version of the complaint is the consolidated complaint. This motion addresses the Seventh, Eighth and Ninth causes of action as designated in the complaint filed originally in probate court and removed to circuit court (1919). That complaint also

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any other version of Mr. Barringer's wills or trusts. Although Plaintiff cites no authority in support of her estoppel argument, presumably she intends to assert judicial estoppel.

> For the doctrine of judicial estoppel to apply, the following elements must be satisfied: (1) two inconsistent positions taken by the same party or parties in privity with one another; (2) the positions must be taken in the same or related proceedings involving the same party or parties in privity with each other; (3) the party taking the position must have been successful in maintaining that position and have received some benefit; (4) the inconsistency must be part of an intentional effort to mislead the court; and (5) the two positions must be totally inconsistent.

Auto-Owners Ins. Co. v. Rhodes, 405 S.C. 584, 598, 748 S.E.2d 781, 788 (2013). Further, "[j]udicial estoppel generally applies only to inconsistent statements of fact." *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 251, 489 S.E.2d 472, 477 (1997).

Plaintiff alleges in the Seventh, Eighth and Ninth Causes of Action in her Amended Complaint that the trust amendments in 2012 "and/or" 2015 are invalid, because Mr. Barringer lacked testamentary capacity (Seventh) and was under undue influence (Eighth), and due to a mistake (Ninth). Here, although the pending motion for partial summary judgment relates only to the February 2012 Testamentary Documents, the Court understands that Defendants contend that all of Mr. Barringer's trusts and amendments were executed when Mr. Barringer had testamentary capacity and was not under undue influence. Thus, Defendants deny these causes of action in their entirety and put Plaintiff to her proof as to her claims that the trust amendments in 2012 "and/or" 2015 are invalid. If Plaintiff is unable to meet her burden of proving that some or all of the trust amendments are void on the basis that Mr. Barringer lacked capacity or was under undue influence when he executed the documents, then the Court will determine which, if any, amendment of the trust is controlling. Merely arguing that the February 2012 Testamentary

---

bears the consolidated case number. These same causes of action are designated as the Fourth, Fifth, and Sixth causes of action in the complaint filed directly in circuit court (1961). For clarity, this Order applies to the Fourth, Fifth and Sixth causes of action in 1961, as well as the Seventh, Eighth, and Ninth causes of action in the complaint filed in 1919.

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Documents are not void due to lack of capacity, undue influence, or mistake does not contradict taking the same position as to subsequent trust amendments.

Thus, Plaintiff establishes none of the elements required to establish judicial estoppel (nor did Plaintiff even attempt to do so in her opposition brief or at the hearing on this motion). Defendants' position that none of the trust amendments are void due to a lack of testamentary capacity, undue influence or mistake is perfectly consistent with filing a motion for summary judgment as to only the February 2012 Testamentary Documents. The Court perceives no inconsistency at all, much less a "total inconsistency," as to any factual issue. Further, Defendants have not "been successful" in maintaining any prior factually inconsistent position, and nothing in Defendants' summary judgment motion appears to be a part of an intentional effort to mislead the Court.

Accordingly, Defendants are not estopped from bringing this motion for partial summary judgment.

STANDARD FOR SUMMARY JUDGMENT

The standard for summary judgment is set forth in Rule 56(c), SCRCP, which states that "summary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." In cases with a higher burden of proof, such as will contests, "the non-moving party must submit more than a mere scintilla of evidence to withstand a motion for summary judgment." *Hancock v. Mis-South Mgmt. Co., Inc.,* 381 S.C. 326, 330-31, 673 S.E.2d 801, 803 (2009). "Since the standard of proof in an undue influence case is unmistakable and convincing evidence, there

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must be more than a scintilla of evidence in order to defeat a motion for summary judgment." *Russell v. Wachovia Bank, N.A.*, 353 S.C. 208, 218, 578 S.E.2d 329, 334 (2003).

"Contestants of a will have the burden of establishing undue influence, fraud, duress, mistake, revocation, or lack of testamentary intent or capacity. Parties have the ultimate burden of persuasion as to matters with respect to which they have the initial burden of proof." S.C. Code Ann. § 62-3-407. As our Supreme Court has said:

> When the formal execution of a will is admitted or proved, a prima facie case in favor of the will is made out, and the burden is then on the contestants to prove undue influence, incapacity or other basis of invalidation. The contestants continue to bear the burden of proof throughout the will contest. In determining whether the contestants sustained such burden, the evidence has to be viewed in the light most favorable to the contestants.

Calhoun v. Calhoun, 277 S.C. 527, 530, 290 S.E.2d 415, 417 (1982).

FINDING OF FACTS

After a careful review of the briefs, exhibits and extensive oral argument, the Court finds that the following facts are in evidence, are undisputed and are relevant to Defendant's motion:

On December 4, 1998, Paul Barringer and his wife Merrill Barringer executed wills and revocable trusts, each of which, on the death of a spouse, left all the decedent's assets to the surviving spouse, who had a power of appointment to designate which of their direct descendants would receive the assets at his/her death. If the surviving spouse did not exercise the power of appointment in a subsequent will, the remaining assets at the surviving spouse's death were to be distributed equally to the Barringers' three children, Defendant Merrill Light, nonparty Victor Barringer and Plaintiff Hampton Luzak. These wills and trusts were prepared by a lawyer in Charlotte, North Carolina.

In 2011, the Barringers, residents of South Carolina, retained Hilton Head lawyer John Jolley to prepare updated wills and trusts. In addition to Mr. Jolley, Mr. Barringer brought in his

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estate planning insurance agent, Robert Slane, to assist in the estate planning. Mr. Barringer met with Mr. Jolley and Mr. Slane on multiple occasions and had numerous telephone conversations with them. Mr. and Mrs. Barringer executed their updated wills and trusts at the offices of Mr. Jolley on February 28, 2012.

As to whether Mr. Barringer had testamentary capacity to execute the Testamentary Documents and whether he was being unduly influenced at the time, Mr. Jolley testified as follows:

> Q. At any point in time prior to Mr. Barringer signing this February 28, 2012 will and trust, did you ever have any concern that Mr. Barringer was being unduly influenced or forced to sign these documents against his will?
>
> A. I had no reservations about Mr. Barringer.
>
> Q. Did you ever have any concern that he lacked the capacity to understand and sign the documents?
>
> A. I did not.[2]

In addition, Rebecca Bostick, Mr. Jolley's paralegal, testified that, during the entire period in which Mr. Jolley represented Mr. Barringer (2011-2015), Mr. Barringer "was fully competent and had no issues whatsoever from my standpoint . . . He certainly could make

[2] Plaintiffs argue that Mr. Jolley is subject to impeachment because he failed to notice a decline in Mr. Barringer's cognitive functioning in later months and years after February 28, 2012, and that Mr. Jolley's opinion "is not gospel." Plaintiff also complains that Mr. Jolley represented the Lights in their estate planning for many years and that he later became general counsel to the family timber business. Plaintiff has presented no proof to undermine the credibility of the observations made by Mr. Jolley on February 28, 2012, and indeed, Plaintiff's counsel stated at the hearing on this motion that Mr. Jolley had an ethical duty not to allow the documents to be executed if he did not believe that his client had capacity or was under undue influence. The Court finds Mr. Jolley's observations of Mr. Barringer at the execution of the Testamentary Documents and in the preceding months to be relevant, but not conclusive on the question of whether Mr. Barringer had testamentary capacity or was under undue influence when he executed the Testamentary Documents. Plaintiff has presented no evidence to indicate that either Mr. Jolley, or any other witness to the execution of the Testamentary Documents, was untruthful in their assessment of Mr. Barringer's condition on that day. Further, Plaintiff offered no evidence to prove the Mr. Jolley had an actual conflict of interest on the basis of his representation of both the Lights and the Barringers, and the Court notes no such conflict based on the record. Also, Plaintiff presented no evidence to prove that any of his observations relevant to this motion were influenced by any duties he owed to the Lights as their estate planning counsel. For the Court to conclude he was improperly influenced would require pure speculation. His later retention as general counsel to the family business also does not seem relevant to the signing of the February 2012 Testamentary Documents.]

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decisions." Mr. Slane was not present at the execution, but he testified that, based on his interactions with Mr. Barringer in close proximity to the execution, he had no concerns about Mr. Barringer's capacity or being unduly influenced.

Although counsel at the hearing stated that Merrill Light "admitted she was involved in her father's estate planning" and that she was present at the execution of the documents, Plaintiff has presented no testimony or documentary evidence from Mrs. Light admitting she was involved with the February 2012 Testamentary Documents or that she was present at the execution of the documents. To the contrary, Mr. Slane testified that, although Mrs. Light drove her father to one estate planning meeting on February 23, 2012, she "played no role" in the meeting. Further, Mrs. Light signed the amended trust document as the co-trustee on March 2, 2012, indicating she was not in attendance when her parents signed the amended will and trust on February 28.

In 2011, Paul Barringer suffered from prostate cancer and had radioactive seeds implanted in his prostate. That procedure caused multiple issues for Mr. Barringer, including frequent urinary tract infections and increased frequency of urination. He visited with his treating physician, Dr. Paul Long, on a frequent basis. Dr. Long's testimony and medical records from 2011 through February 28, 2012, show:

a. Mr. Barringer first complained of cognitive issues on November 23, 2011.

b. Dr. Long referred Mr. Barringer to the Mind Center which gave Mr. Barringer a test that was a "predictor" of future significant dementia, and it gave a 60% chance that the patient might have significant dementia in the future. The test said nothing about his current abilities.

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c. Dr. Long also referred Mr. Barringer to Dr. William Garrett, a neurologist. In a December 27, 2011, letter to Dr. Long, Dr. Garrett stated that Mr. Barringer had some difficulty with abstract reasoning but he did not believe that Mr. Barringer had Alzheimer's Disease or significant dementia. Dr. Garrett wrote in a letter to Dr. Long that Mr. Barringer had "excellently preserved short-term memory and visual spatial difficulty, which would make the diagnosis of a primary degenerative dementia unlikely."

d. On January 3, 2012, Mr. Barringer self-complained to Dr. Long of "short term memory loss." Dr. Long gave Mr. Barringer the Mini Mental Status Exam ("Mini Mental") on that date, and Mr. Barringer had a perfect score, 30 out of 30. Dr. Long testified that he was not worried about Mr. Barringer's cognition at that time.

e. Mr. Barringer visited Dr. Long again on January 16, 2012. Dr. Long testified that on this visit, Mr. Barringer's cognition was improved and that Dr. Long agreed with Dr. Garrett's assessment. Dr. Long did not believe Mr. Barringer was suffering from Alzheimer's disease as of this date.

f. On February 16 and 27, 2012, Mr. Barringer visited Dr. Long complaining about urinary issues. Dr. Long noted on the February 27 visit, just one day before Mr. Barringer signed the February 2012 Testamentary Documents, "he has dementia but it is mild according to the test we give." The record of that visit makes no other reference to Mr. Barringer experiencing any cognitive impairment.

Plaintiff's evidence included these and other medical records, as well as various medical records relating to Mr. Barringer's condition in the months and years after the relevant date, February 28, 2012.

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Plaintiff also submitted evidence from lay witnesses reflecting observations about Mr. Barringer's mental state in the time leading up to execution of the February 2012 Testamentary Documents. The record contains emails sent by Mrs. Light's late husband Randy Light and by Tom Evans, a CFRC employee, in February of 2011, September of 2011, and January of 2012, in which the author expressed concern that Mr. Barringer was "confused and not himself," was "experiencing different health issues that affect his judgment regarding everyday decisions personally and business wise," and was exhibiting "irrational behavior." More specifically, Plaintiff referenced an email from Mr. Light on January 3, 2012, in which Mr. Light stated Mrs. Light "is concerned that PBB is starting to show more Irrational [sic] behavior on certain family issues which is disturbing to all siblings. A close friend of hers had a similar situation with her older parents and before power of attorney could be transferred they were declared unsound and the State took took [sic] control which was devastating." Notably, as noted above, Mr. Barringer achieved a perfect score on a Mini Mental examination administered by Dr. Long on that same day.

Plaintiff stated in her affidavit that Mr. Barringer "began having speech and processing problems, and he became unusually quiet, beginning in 2011." She testified that at Christmas in 2011, Mr. Barringer "was having trouble with his memory and he was having trouble speaking." She also testified that he exhibited "erratic behavior."

Plaintiffs also submitted an affidavit of Mr. Luzak, which largely overlaps with her own sworn statement. In pertinent part, as summarized in Plaintiff's brief, Mr. Luzak testified in his affidavit that:

> starting in early 2011, Mr. Barringer needed help with numbers and that his memory started to deteriorate, while his behavior became erratic; that Mr. Barringer had difficulty following the bidding at an auction in February 2012; that Mr. Barringer had trouble communicating and forming words at a family meeting on February 18, 2012.

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Mr. Luzak further stated in his affidavit that Mr. Barringer was "completely confused and incoherent and had tremendous difficulty speaking" at a board of directors meeting in February 2018. Mr. Luzak also repeated nearly verbatim testimony in Mrs. Luzak's affidavit that following the February 2012 board of directors meeting, Mr. Barringer "made completely unfounded accusations that [Mr. Luzak] was trying in effect to steal the company." Neither of the Luzak affidavits, however, places any statement to this effect in February 2012 or otherwise relates the timing of that statement to the execution of the Testamentary Documents on February 28, 2012. Further, Mr. Luzak testified in his affidavit that as of May 2012, Mr. Barringer's "relationship with Hampton Luzak and with me was on good terms as it had always been." Neither Mr. nor Mrs. Luzak provides a specific example of Mr. Barringer falsely believing Mr. Luzak was stealing from him before spring 2012 at the earliest.

Neither Plaintiff nor her husband were present when Mr. Barringer executed his estate planning documents on February 28, 2012. Plaintiff testified that she is unaware of any evidence of lack of testamentary capacity at the time of the execution or around that time. At her deposition, Plaintiff testified that she "did not know" of any wrongdoing by any Defendants prior to February of 2012.

The remaining evidence referenced by Plaintiff in her argument was months to years after the execution on February 28, 2012, and not relevant to the issues presently before the Court.

I. TESTAMENTARY CAPACITY (SEVENTH CAUSE OF ACTION)

"The party alleging incompetence bears the burden of proving incapacity at the time of the transaction by a preponderance of the evidence." *In re Thames*, 344 S.C. 564, 572, 544 S.E.2d 854, 858 (Ct. App. 2001).

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"The test of whether a testator had the capacity to make a will is whether he knew (1) his estate, (2) the objects of his affections, and (3) to whom he wished to give his property." *Hairston v. McMillan,* 387 S.C. 439, 692 S.E.2d 549 (Ct. App. 2010). "The legal test for determining whether or not a person has sufficient mental capacity to dispose of his property by will does not include the proviso that he must have a reasonable basis on which to found his like or dislike of the natural objects of his bounty . . . . Further, the capacity to know or understand, rather than the actual knowledge or understanding, is sufficient." *In re Estate of Weeks,* 329 S.C. 251, 263, 495 S.E.2d 454, 461 (Ct. App. 1997).

Plaintiff has failed to present evidence sufficient to create a genuine issue of material fact on any of the three elements of testamentary capacity as to the February 2012 Testamentary Documents. Specifically, none of the documents or testimony before the Court creates a dispute over whether Mr. Barringer had the capacity to understand his estate, the objects of his affection or to whom he wished to leave his property at the time that he executed the Testamentary Documents on February 28, 2012. In fact, Plaintiff presented no witness to testify that Mr. Barringer did not have the capacity to meet these elements on that date. Not even Plaintiff or her husband's affidavits state that Mr. Barringer's cognitive condition was such that he did not know (1) his estate, (2) the objects of his affections, and (3) to whom he wished to give his property on February 28, 2012.

The Court has carefully considered the circumstantial evidence put forth by Plaintiff, but at most, Plaintiff has painted the picture of an elderly person who in the several months preceding execution of the Testamentary Documents sought medical attention as a result of having some memory problems and confusion. The treating physicians have testified that in this time frame Mr. Barringer did not have "any significant dementia," he had not been diagnosed

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with Alzheimer's Disease, and in his most recent Mini Mental examination, he scored a perfect 30.[3] On the day before he executed the Testamentary Documents, Mr. Barringer visited his doctor who noted only "mild" dementia. This is simply not sufficient evidence that Mr. Barringer was incapable of understanding his assets, his beneficiaries or to whom he wished to leave his estate. Accordingly, this evidence is insufficient to create a genuine issue of material fact as to the claim the Mr. Barringer lacked testamentary capacity at the time of the execution of the February 2012 Testamentary Documents.

Instead of addressing the three requirements to show the absence of testamentary capacity, Plaintiff instead argues that Mr. Barringer was "chronically incapacitated" beginning in 2011 in general. Plaintiff's reliance on *Gaddy v. Douglass*, 359 S.C. 329, 597 S.E.2d 12 (Ct. App. 2004), is misplaced. That case involved contractual capacity and not testamentary capacity of an elderly woman whose treating physician said she had the mind of a five to six year old. Importantly, in *Gaddy*, the Court pointed out in Footnote 12 that:

> We in no way suggest that all people suffering some degree of dementia, from Alzheimer's disease or otherwise, invariably lack contractual capacity. We hold that the subject of contractual capacity of one suffering dementia should be decided in a fact-driven, individualized manner. There may well be situations where an individual at the onset of Alzheimer's disease, or in the early stages of dementia, may retain sufficient capacity to contract. This, however, is not such a case, for Ms. M's capacity to contract had long since passed when her previously absent family members entered her life and attempted to gain control of her assets.

Id. at 346, 597 S.E.2d at 21 n.12. The undisputed evidence in this record, even when viewed in the light most favorable to Plaintiff, shows that in the time leading up to and including February 28, 2012, Mr. Barringer experienced some intermittent short-term memory issues, some

[3] Plaintiff argues that Mr. Barringer achieved very low scores on the Mini Mental exam at times, including a four, a twenty-four, and even a zero. But all of these scores were months or even years after the date in question and only tend to prove that Mr. Barringer did not have chronic incapacity in February 2012, which was shortly after he scored a perfect 30.

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confusion, some difficulty formulating words, and unspecified "irrational" behavior. Plaintiff's counsel argued at the hearing that "[i]f you can't remember what you do short-term, you can't know what you're doing when you are signing a will. You don't have the capacity to understand what the will does." These arguments and opinions of counsel, however, are not admissible evidence and no fact or expert witness testimony to this effect has been proffered. None of Mr. Barringer's treating physicians or others testified that his short-term memory was as advanced at this point as Plaintiff's counsel suggests. The record simply does not support a finding that as of February 28, 2012, Mr. Barringer was experiencing anything like the "chronic incapacity" at issue in the *Gaddy* decision. Further, the statements relied on by Plaintiff are not connected to Mr. Barringer's condition on the date of execution of the documents. No witness or document is in the record to indicate that Mr. Barringer was not aware of what he was signing on February 28, 2012, or that his short-term memory issues prevented him from understanding the three key elements required for capacity.

Plaintiff has failed to submit any evidence in opposition to this motion for summary judgment to indicate that Mr. Barringer did not know who his children were, that he did not know what his assets were, or that he did not know to whom he wanted to leave his assets. Accordingly, Plaintiff has failed to create a genuine issue of material fact as to whether Mr. Barringer lacked Testamentary Capacity on February 28, 2012. As a result, Defendants are entitled to summary judgment as a matter of law as to the Seventh Cause of Action as it applies to the February 2012 Testamentary Documents.

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II. UNDUE INFLUENCE (EIGHTH CAUSE OF ACTION)

Plaintiff admits that she has no direct evidence of undue influence of Paul Barringer at the time of his execution of the Testamentary Documents. Instead, she argues that she has sufficient circumstantial evidence to prove undue influence.

In *Byrd v. Byrd*, 279 S.C. 425, 308 S.E.2d 788 (1983), the Supreme Court discussed the sufficiency of evidence needed to submit an undue influence claim to a jury and held that "the circumstances must point unmistakenly and convincingly to the fact that the mind of the testator was subject to that of some other person so the will is that of the latter and not of the former." *Id.* at 427, 308 S.E.2d at 789. [4] Further, under South Carolina law:

> Undue influence, the influence necessary to void a will, "must amount to force and coercion, destroying free agency; it must not be the influence of affection and attachment; it must not be the mere desire of gratifying the wishes of another, for that would be a very strong ground in support of a testamentary act . . .."

Calhoun v. Calhoun, 277 S.C. 527, 532, 290 S.E.2d 415, 418 (1982) (quoting *Floyd v. Floyd*, 3 Strob. 44, 34 S.C.L. 23 (1848)). "A mere showing of opportunity and even of a 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. It is not unlawful for a person, by honest intercessions and modest persuasions, to procure a will to be made in his behalf." *Id.* at 531, 290 S.E.2d at 418 (citations omitted).

Plaintiff argues the burden of proof on undue influence is on the proponents of the February 2012 Testamentary Documents because Mrs. Light owed fiduciary duties to her father.

[4] In that case, the evidence showed that the alleged undue influencer son had threatened the testator father with placement in a nursing home if the testator father did not do what the influencer son wanted him to do, that the undue influencer restricted the testator from talking to the influencer's brothers and sisters, and that the undue influencer was "calming down" the testator by giving him Valium. In addition, the influencer told his sister, when she volunteered to stay with the testator, that the influencer son had already gotten the testator to change his will and he could hire nurses to look out for the testator father, which was evidence that the alleged undue influencer son had made himself the chief beneficiary of the will executed by the testator.

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Plaintiff maintains Mrs. Light owed her father fiduciary duties because she was Mr. Barringer's daughter in whom he reposed trust and confidence, because she was on the board of directors of the family corporation in which Mr. Barringer was a shareholder, and because they were partners in a partnership. The Court makes no determination based upon the current record of whether Mrs. Light owed her father a fiduciary duty on February 28, 2012, but will nonetheless apply the burden-shifting that would be required if Mrs. Light was a fiduciary.

When the proponent of a will owes fiduciary duties to the testator, the proponent must offer evidence to rebut a presumption of undue influence, but the proponent of the will is not required to affirmatively disprove undue influence, and the contestant of the will retains the ultimate burden of proof. *Swiger by & through DeHaven v. Smith*, 426 S.C. 408, 418, 827 S.E.2d 200, 205 (Ct. App. 2019). As outlined above, the medical evidence from Dr. Long and Dr. Garrett indicates that although Mr. Barringer had some signs of dementia at this time, he scored a perfect score on the Mini Mental exam and did not demonstrate the type of vulnerability to undue influence that might exist in other cases, such as *Gaddy*. Mr. Barringer was represented by Mr. Jolley, who drafted the February 2012 Testamentary Documents in consultation with Mr. Barringer and his wife over several months. Mr. Slane, an insurance adviser, was also very involved in the preparation of the February 2012 Testamentary Documents. Mr. Jolley, Mr. Slane and a paralegal all testified that they had no concerns about undue influence being exercised over Mr. Barringer in the weeks leading up to, or on the day of, the execution of the February 2012 Testamentary Documents. Mrs. Light was not present when the February 2012 Testamentary Documents were executed and, according to Mr. Slane, she played no role in a meeting between Mr. Barringer, Mr. Jolley and Mr. Slane, although she may have driven her father to that meeting. Further, no record evidence indicates that Mrs. Light used any authority as

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a fiduciary to facilitate or influence the preparation or execution of the Testamentary Documents. This evidence is even more compelling than the proof the court in *Swiger* found "sufficient . . . to rebut any presumption of undue influence created by the existence of these fiduciary relationships." *Id.* at 421, 827 S.E.2d at 207.

Accordingly, Plaintiff has the burden to establish convincingly and unmistakably that Mr. Barringer's mind was overtaken by his daughter Mrs. Light when he executed the Testamentary Documents on February 28, 2012. Further, "for the will to be void due to undue influence, '[a] contestant must show that the influence was brought directly to bear upon the testamentary act.' " *Swiger*, 426 S.C. at 417, 827 S.E.2d at 204 (citations omitted). In *Russell v. Wachovia Bank, N.A.*, 353 S.C. 208, 578 S.E.2d 329 (2003), the South Carolina Supreme Court affirmed the granting of summary judgment finding insufficient evidence to establish a genuine issue of material fact supporting a claim for undue influence. That court held that "when opposing a summary judgment motion, the nonmoving party must do more than 'simply show that there is metaphysical doubt as to the material fact but must come forward with 'specific facts showing that there is a genuine issue for trial . . . . A judgment for Appellants was not reasonably possible under the facts presented when measured against the level of unmistakable and convincing proof." *Id.* at 220, 578 S.E.2d at 335.

As in the *Russell* and *Swiger* cases, Plaintiff fails to meet her summary judgment burden. Here, at the outset, it is undisputed that the February 2012 Testamentary Documents did not change the beneficiary of Mr. Barringer's estate. His wife remained the sole beneficiary with a power of appointment and Mrs. Light, the alleged perpetrator of undue influence, gained no additional inheritance from these amendments. Although Mr. Barringer, in his previous will and trust, had named his son Victor as his first successor trustee, he changed that designation in the

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February 2012 Testamentary Documents and named Mrs. Light as a co-trustee. It is undisputed that this change was on the advice of Mr. Slane and Mr. Jolley. Plaintiff has provided the Court with no evidence that Mrs. Light unduly influenced -- or even attempted to influence -- her father in any way to name her as co-trustee, or that she even wanted to be in that position. Rather, testimony in the record from Mr. Jolley and Mr. Slane indicates that Mr. Barringer chose Mrs. Light, his oldest daughter, because she lived near him and was available if he needed anything. Last, although Plaintiff argues that Mrs. Light's now deceased husband Randy Light "was desperate for money" as a result of his own failed business ventures, Plaintiff fails to raise an inference beyond mere speculation that Mr. Light's financial difficulties had any effect on Mrs. Light's conduct, or that by becoming co-trustee she could have done, or did do, anything to assist her husband in his financial affairs. In short, the record is devoid of evidence indicating Mrs. Light had a motive or intention to influence her father into executing the February 2012 Testamentary Documents at all, much less through improper means.

Due to her residing in Hilton Head, Mrs. Light appears to have had the opportunity to have more access to her father at this time, but " 'a mere showing of opportunity or motive does not create an issue of fact regarding undue influence.' " *Swiger* , 426 S.C. at 417, 827 S.E.2d at 204 (Quoting *In re Estate of Cumbee*, 333 S.C. 664, 671, 511 S.E.2d 390, 394 (Ct. App. 1999)). Here, Plaintiff has presented no facts showing threats, coercion, isolation, or even general influence bearing upon the February 2012 Testamentary Documents. Rather, Plaintiff herself testified under oath that she had no knowledge of any wrong that occurred prior to February of 2012.

Instead of addressing facts showing that some act of undue influence was brought to bear upon Mr. Barringer in the weeks leading up to, and at the actual time that he executed the

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February 2012 Testamentary Documents, Plaintiff points to a number of actions which occurred after February 28, 2012, and which Plaintiff submits showed undue influence by Mrs. Light. The Court need not recount the documents and testimony relating to the alleged deterioration of Mr. Barringer's cognitive functioning after February 28, 2012, as none of that evidence is relevant to his condition when he executed the February 2012 Testamentary Document. Indeed, Plaintiff's excessive reliance on evidence from later time periods only underscores the absence of proof needed to meet her burden as to the February 2012 Testamentary Documents. Of course, the Court will continue to carefully consider the arguments and proof on both sides of this case, and nothing in this Order will preclude Plaintiff from having every opportunity to meet her burden of proving Mr. Barringer lacked testamentary capacity and/or that he was unduly influenced when he executed other documents after February 28, 2012.

Plaintiff, however, has failed to create a genuine issue of material fact as to the motion before the Court, and Defendant Merrill Light is entitled to summary judgment as to the Eighth Cause of Action as to the claim for undue influence about the February 28, 2012, Testamentary Documents.

III. MISTAKE (NINTH CAUSE OF ACTION)

Plaintiff's Ninth Cause of Action alleges that certain testamentary documents, including those executed by Mr. Barringer on February 28, 2012, are invalid due to mistake. Although Plaintiff stated that she would explain what constituted the alleged mistake in her legal memorandum, she never did. The only "mistake" that she argued was that Mr. Barringer did not intend to sign the February 2012 Testamentary Documents. Plaintiff did not present any evidence in support of this contention and did not even explain what Mr. Barringer supposedly intended to otherwise do in these documents. Plaintiff's only complaint is that Defendant Merrill

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Light was named as co-trustee. There is no evidence that Mr. Barringer did not want to name Mrs. Light as his co-trustee. In fact, he named Plaintiff as Mrs. Light's successor co-trustee.

Hanahan v. Simpson, 326 S.C. 140, 148, 485 S.E.2d 903, 907 (1997), discussed "mistake" under South Carolina law:

> It is the general rule that the validity of a will is not affected by a mistake of either law or fact unless a mistake goes to the identity of the instrument or to fundamental error, as where, for example, two wills are drafted for different persons and one party signs that intended for another . . .. Where a testator is mistaken as to the contents of his will, the will may be invalidated in part . . .. The contestant has the burden of proof as to any alleged invalidity once due execution of the challenged will is proved.

Plaintiff has failed to create a genuine issue of material fact, and Defendant Merrill Light is entitled to summary judgment as to the Ninth Cause of Action as to Plaintiff's claim for invalidity due to mistake as to the February 28, 2012 Testamentary Documents.

IT IS, THEREFORE, ORDERED that Defendant Merrill Light's Motion for Summary Judgment as to the validity of the February 28, 2012 Will and First Amendment to the Revocable Trust of Paul Barringer, II, is hereby granted.

AND IT IS SO ORDERED.

_____

The Honorable Bentley Price
Presiding Judge

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Beaufort Common Pleas

Case Caption: Hampton B Luzak VS Merrill B Light , defendant, et al

Case Number: 2016CP0701919

Type: Order/Summary Judgment

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO: 2019-CP-07-01253 2019-CP-07-01294
	)	
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II	)	
	)	**ORDER**
HAMPTON BARRINGER LUZAK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
MERRILL U. BARRINGER,	)	
	)	
Defendant	)	
	)	

For the reasons stated in the Order granting Defendant Merrill Barringer's motions for partial summary judgment on Plaintiff's second and third causes of action (constructive trust with injunction and enforcement of contract not to revoke with injunction), it is ORDERED that the Plaintiff's cross-motion for summary judgment on these same causes of action is hereby DENIED.

IT IS SO ORDERED.

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Beaufort Common Pleas

Case Caption: Hampton Barringer Luzak VS Merrill U Barringer

Case Number: 2019CP0701253

Type: Order/Other

So Ordered

s/ Robert Bonds, 2770

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO: 2019-CP-07-01253 2019-CP-07-01294
	)	
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II	)	
	)	**ORDER**
HAMPTON BARRINGER LUZAK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
MERRILL U. BARRINGER,	)	
	)	
Defendant	)	
	)	

This matter comes before the Court on motions for summary judgment filed by Defendant Merrill Barringer ("Mrs. Barringer") in which she seeks summary judgment on the second and third causes of action asserted in the Complaint of Plaintiff Hampton Barringer Luzak ("Plaintiff"). Plaintiff's second cause of action is styled as a claim for "Constructive Trust and Injunction," and Plaintiff's third cause of action is styled as a claim for "Enforcement of Contract Not to Revoke and Injunction." See Compl., ¶¶ 134-43.

Mrs. Barringer filed her motions for summary judgment on June 14, 2021, Plaintiff filed a response in opposition to both motions on August 6, 2021, and Mrs. Barringer filed a reply in support of her motions on August 9, 2021. The Court held a hearing on Mrs. Barringer's motions on August 10, 2021. On August 12, 2021, Plaintiff sent the Court an email highlighting four documents previously submitted opposing summary judgment. After considering the briefing submitted by the parties, the arguments of counsel, the record, and the applicable law, the Court

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grants Mrs. Barringer's motions for summary judgment on Plaintiff's second and third causes of action.

I. Relevant factual and procedural background

This is a dispute over the estate of Paul Brandon Barringer, II ("Mr. Barringer"), who died on May 30, 2016. Mr. and Mrs. Barringer were married for nearly sixty years and remained married at Mr. Barringer's death. This was the first and only marriage for Mr. and Mrs. Barringer. Plaintiff is the adult daughter of Mr. and Mrs. Barringer. Shortly after her father's death, Plaintiff filed two lawsuits against her sister in various capacities, against her sister's husband (who passed away during the pendency of this litigation), and against her mother, Mrs. Barringer, in her capacity as personal representative of her father's estate. The Court consolidated these two lawsuits and they are referred to herein as "Barringer I." In Barringer I, Luzak claims that, beginning in 2012, Paul Barringer lacked the mental capacity to execute various wills, trust amendments and transfers. Am. Compl., Case No. 2016-CP-07-1919.[1]

Before Mr. Barringer executed estate planning documents between 2012-2015, Mr. Barringer executed a will and revocable trust on December 4, 1998. Plaintiff contends that the December 4, 1998 estate planning documents were the last valid documents executed by Mr. Barringer. Plaintiff seeks to invalidate the transactions that occurred between 2012-2015, and to have her father's December 4, 1998 will and revocable trust control distribution of his estate as the last valid estate planning documents signed by her father.

Each version of Mr. Barringer's estate planning documents—the 1998 version that Plaintiff contends is valid, and the later versions that Plaintiff challenges on capacity grounds—provides that any assets in Mr. Barringer's estate at the time of his death "pour over" to his revocable trust,

[1] Plaintiff also asserts various tort claims and equitable claims in Barringer I and seeks an award of money damages.

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and grants Mrs. Barringer a power of appointment permitting her, through her own will or codicil thereto, to decide how any remaining portion of Mr. Barringer's assets will be distributed upon her death.[2] Each version of Mr. Barringer's revocable trust also includes a default provision that states how Mr. Barringer's remaining assets will be distributed at Mrs. Barringer's death if she chooses not to exercise her power of appointment.

In 2019, while Barringer I was pending, Plaintiff filed another lawsuit ("Barringer II"), naming only her mother in her individual capacity as a defendant. In Barringer II, Plaintiff alleges, among other things, that Mr. and Mrs. Barringer "entered into a binding contract not to revoke their estate plans." Compl. ¶ 142. In her discovery responses, Plaintiff states that the alleged promises which underpin the contract "would have been made [by] no later than December 4, 1998." Plaintiff's third cause of action in Barringer II asks the Court to direct Mrs. Barringer "to comply with the contract not to revoke her will." Id. ¶ 143.

In her second cause of action in Barringer II, Plaintiff alleges that "Mrs. Barringer made an express or implied promise not to exercise her testamentary power of appointment in a manner that would direct the subject property in a manner other than set forth in the default provisions of Decedent Paul Barringer's estate plan." Id. ¶ 137. Plaintiff also alleges that Mr. Barringer "relied on Mrs. Barringer's express or implied promise not to exercise the testamentary power of appointment given her" and that Mrs. Barringer "has failed to abide by her promise and/or the trust reposed in her by executing or intending to execute a will that would exercise the testamentary power of appointment given to her in a manner that would not treat the daughters equally." Plaintiff asks the Court to "direct[] Defendant Merrill U. Barringer to comply with her promise and the trust

[2] Mr. Barringer's December 4, 1998 trust also provides that Mrs. Barringer will receive income from the assets in his revocable trust for her lifetime and principal distributions if needed.

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reposed in her not to exercise the testamentary power of appointment given her" and to impose a constructive trust. Id. ¶¶ 138-40. Thus, in her second and third causes of action, Plaintiff alleges that Mrs. Barringer entered into a contract or made a promise that prevents her from revoking her will and, specifically, prevents Mrs. Barringer from executing a new will that exercises the power of appointment granted to her in each version of Mr. Barringer's estate planning documents.

II. Summary judgment standard

"[S]ummary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party." Hancock v. Mid-S. Mgmt. Co., 381 S.C. 326, 329–30, 673 S.E.2d 801, 802 (2009). For claims with a higher burden of proof, such as claims for constructive trust, "the non-moving party must submit more than a mere scintilla of evidence to withstand a motion for summary judgment." Hancock v. Mis-South Mgmt. Co., Inc., 381 S.C. 326, 330-31, 673 S.E.2d 801, 803 (2009); see also Russell v. Wachovia Bank, N.A., 353 S.C. 208, 218, 578 S.E.2d 329, 334 (2003) ("A heightened standard for summary judgment is required where 'the inquiry involved in a ruling on a motion for summary judgment . . . necessarily implicates the substantive evidentiary standard of proof that would apply at a trial on the merits."); Lollis v. Lollis, 291 S.C. 525, 530, 354 S.E.2d 559, 561 (1987) ("In order to establish a constructive trust, the evidence must be clear, definite, and unequivocal.").[3]

[3] Plaintiff argues that the Court should not apply a heightened burden in deciding whether Mrs. Barringer is entitled to summary judgment on her claim for constructive trust. The Court, however,

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III. Mrs. Barringer is entitled to summary judgment on Plaintiff's third cause of action.

In her third cause of action, Plaintiff seeks to enforce an alleged contract not to revoke a will. A valid contract to revoke a will must satisfy South Carolina Code Section 62-2-701, which provides:

> A contract to make a will or devise, or to revoke a will or devise, or not to revoke a will or devise, or to die intestate, if executed after the effective date of this act, can be established only by (1) provisions of a will of the decedent stating material provisions of the contract; (2) an express reference in a will of the decedent to a contract and extrinsic evidence proving the terms of the contract; or (3) a writing signed by the decedent evidencing the contract and extrinsic evidence proving the terms of the contract. The execution of a joint will or mutual wills does not create a presumption of a contract not to revoke the will or wills.

S.C. Code Ann. § 62-2-701 (emphasis added).

Plaintiff has identified no provision in Mr. or Mrs. Barringer's wills[4] stating material provisions of the alleged contract. Nor has Plaintiff identified an express reference to the alleged contract in Mr. or Mrs. Barringer's wills. Finally, Plaintiff has not identified any writing signed by Mr. or Mrs. Barringer that evidences the alleged contract. Plaintiff therefore has failed to meet her burden under § 62-2-701.

Plaintiff argues that Mr. Barringer's estate planning documents, when read in conjunction with Mrs. Barringer's estate planning documents, satisfy one or more of the subsections of Section 62-2-701. Plaintiff also argues that a long history of equal gifting by her parents to their children, particularly gifts of Mr. Barringer's ownership interest in a forest products company, satisfy one

finds that Mrs. Barringer is entitled to summary judgment on Plaintiff's second and third causes of action irrespective of whether a heightened burden applies.

[4] There is a dispute between the parties whether the "decedent" referenced in the statute is Mr. Barringer or Mrs. Barringer. The Court need not resolve this question because there is no evidence that could satisfy the statute regardless of whether "decedent" refers to Mr. or Mrs. Barringer.

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or more of the subsections of Section 62-2-701. The Court has considered Plaintiff's arguments and finds them unavailing because none of the documents identified by Plaintiff satisfy the subsections of Section 62-2-701.[5] At most, these documents suggest that, during a certain time period, Mr. and Mrs. Barringer treated their children equally in the past and intended or planned to treat them children equally with respect to certain assets in the future. None of these documents indicate that Mr. or Mrs. Barringer intended to irrevocably renounce their right to change their estate planning documents in the future, irrespective of changed circumstances.

Plaintiff also argues that Mrs. Barringer's failure to exercise her power of appointment when executing mutual or "symbiotic" estate planning documents with her husband supports her claim that the Barringers entered into a contract not to revoke their estate plans or that Mrs. Barringer contracted or promised never to exercise her power of appointment. But Plaintiff fails to identify language in the documents that evidences an irrevocable agreement never to change their estate plans in the future. The mutual nature of Mr. and Mrs. Barringer's estate planning documents does not satisfy Section 62-2-701. Indeed, the statute specifically states: "The execution of a joint will or mutual wills does not create a presumption of a contract not to revoke

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[5] The primary language in Mr. and Mrs. Barringer's 1998 wills that Plaintiff relies on is the following:

> All of the rest, residue, and remainder of my property of every kind and description, and wherever located, including any lapsed or void devise (**but not including any property over which I may have a power of appointment**), I devise to the then acting Trustee or Trustees of The . . . Revocable Trust . . . ."

(Mr. and Mrs. Barringer's Wills dated December 4, 1998) (emphasis added). But this language does not contain the material provisions of a contract and does not say or imply that Mr. and Mrs. Barringer have entered into a contract or made a promise never to exercise the powers of appointment given to each other at any point in time in the future.

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the will or wills." S.C. Code § 62-2-701. Moreover, as the South Carolina Supreme Court held in an opinion issued prior to the passage of Section 62-2-701:

> The wills of husband and wife executed at the same time, before the same witnesses, and strictly reciprocal in their terms, are not, **in the absence of a recital that they are made pursuant to a contract**, in themselves sufficient evidence of an enforceable contract between the testators for the execution of the wills . . . .
>
> It may be said in agreement that it is within common knowledge that many married couples make reciprocal wills; but it does not follow from that alone, or from the agreement to do so, that each spouse is thereby bound against revocation or subsequent alteration of his or her will, without notice to the other.

Looper v. Whitaker, 231 S.C. 219, 229-30, 98 S.E.2d 266, 271–72 (1957) (emphasis added) (internal citation omitted). The Looper Court also held: "An agreement to make 'mutual' or reciprocal wills, such as those here, is far short of a contract to keep them in force." Id., 231 S.C. at 221, 98 S.E.2d at 266; see also Lamberg v. Callahan, 455 F.2d 1213, 1218 (2d Cir. 1972) ("But if plaintiffs are to succeed, mere proof of an agreement to execute mutual wills is not enough. The crucial issue is whether, in addition, the Woods agreed that the mutual wills would not be revoked.").

Because Section 62-2-701 provides the "only" way for Plaintiff to establish a contract not to revoke a will, and because Plaintiff has not identified any document that satisfies Section 62-2-701, Mrs. Barringer is entitled to summary judgment on Plaintiff's third "Contract Not to Revoke" cause of action.

IV. Mrs. Barringer is entitled to summary judgment on Plaintiff's second cause of action.

In her second cause of action, Plaintiff alleges that Mrs. Barringer made an express or implied promise never to exercise the testamentary power of appointment granted to her by Mr.

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Barringer, alleges that Mr. Barringer relied on this express or implied promise,[6] and asks the Court to require Mrs. Barringer to comply with this alleged promise and to impose a constructive trust. Plaintiff argues that, because her second cause of action seeks to enforce an alleged *promise* and not an alleged *contract*, the claim is not subject to Section 62-2-701. The Court disagrees.

In passing Section 62-2-701, the South Carolina legislature prescribed the "only" way to establish a valid contract concerning succession, including a contract not to revoke a will. This statute is derived from a section of the Uniform Probate Code, see Unif. Probate Code § 2-701, and is similar to statutes that many other states have passed. The Official Comment to UPC § 2-701 explains the rationale for statutes such as Section 62-2-701:

> It is the purpose of this section to tighten the methods by which contracts concerning succession may be proved. Oral contracts not to revoke wills have given rise to much litigation in a number of states; and in many states if two persons execute a single document as their joint will, this gives rise to a presumption that the parties had contracted not to revoke the will except by consent of both.

See id., Comment. If plaintiffs could circumvent Section 62-2-701 simply by alleging a "promise" instead of a contract, and by pleading a constructive trust claim or another equitable claim instead of a claim to enforce a contract, the statute proscribing the "only" claims can be proven would be rendered toothless. Moreover, permitting Plaintiff to circumvent the statute in this way would violate the maxim of "equity follows the law." See Quail Hill, LLC v. Cty. Of Richland, 387 S.C. 223, 236, 692 S.E.2d 499, 506 (2010) ("Simply stated, equity follows the law.").

[6] In her memorandum in opposition to Mrs. Barringer's motions for summary judgment, Plaintiff argues that Mr. Barringer "never intended to give [Mrs. Barringer] a power of appointment." But Plaintiff's Complaint does not challenge the power of appointment on the basis that Mr. Barringer did not intend to grant such a power to Mrs. Barringer. See generally Compl. Moreover, Plaintiff does not explain how Mr. Barringer could have relied on Mrs. Barringer's promise never to exercise the power of appointment he granted to her, as Plaintiff alleges in her Complaint, without intending to grant her a power of appointment in the first place.

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Courts from several states that have passed statutes similar to Section 62-2-701 have rejected attempts by plaintiffs to circumvent the statute by pleading equitable claims or by characterizing the claim as one based on a promise instead of a contract. See, e.g., Pool v. Diana, No. 03-08-00363-CV, 2010 WL 1170234, at *8 (Tex. App. Mar. 24, 2010) ("Although Leslie attempts to avoid summary judgment by specifically describing her claim as one for constructive/resulting trust, her argument is—in substance—that there was an oral agreement to devise the property. However she may describe the claim, Leslie's pleadings show that her claim is simply this: Donn made an oral promise to devise the 15–acres to her and to Danae. As a matter of law, an oral agreement to devise property otherwise disposed of in a will is unenforceable."); Est. of Gilbert, 513 S.W.3d 767, 772 (Tex. App. 2017) ("Having reviewed the statute and the relevant case law, we conclude the legislature intended to foreclose a claim relating to a promise to make a will or devise or not to revoke a will or devise if that promise is not in writing . . . .We hold that section 254.004 bars a claim for promissory estoppel on an oral promise to devise property that is disposed of in a will."); Matter of Estate of Cosman, 475 A.2d 659, 661–62 (N.J. App. Div. 1984) ("The Legislature has seen fit to prescribe the 'only' way such a contract may be legally established. The statute's clear language leaves no room for judicial construction. This oral agreement is not enforceable. The principles of equitable fraud and promissory estoppel urged by respondents are unavailing in the face of the unequivocal legislative declaration. Were we to enforce such principles we would nullify the clear purpose of the statute."); Stanley v. Hendershot, No. 1089 MDA 2017, 2018 WL 2275789, at *12-13 (Pa. Super. Ct. May 18, 2018) ("Thus, as a matter of law, any unjust enrichment claim, raised in the alternative to a breach of contract claim, must fail as legally insufficient when the breach of contract claim requires compliance with Section 2701. To hold otherwise simply renders Section 2701 meaningless."); In re Est. of Shain, No. 1

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CA-CV 09-0252, 2010 WL 569843, at *1–2 (Ariz. Ct. App. Feb. 18, 2010) ("As a matter of law, Wauneita's alleged oral promise to include Appellant in her will was a promise to make a testamentary disposition. Section 14-2514(A) and public policy preclude such oral promises and therefore the trial court did not err in dismissing Appellant's claim."); In re McKim Est., 238 Mich. App. 453, 459, 606 N.W.2d 30, 33 (1999) ("The clear language of the statute . . . evidences the Legislature's intent to bar agreements to make a will or devise absent a writing . . . . Accordingly, the trial court correctly rejected petitioner's claim for recovery under a contract implied in fact theory.*")*; Matter of Est. of Hatten, 440 P.3d 256, 258 (Alaska 2019) (In a case involving a man who died intestate following 20 year cohabitation, the court applied the statute substantially similar to South Carolina's and held: "And to the extent Toland argues Hatten orally promised or assured her after January 1, 1997 that he would give her the house or other property upon his death, we note AS 13.12.514(a) renders such oral agreements unenforceable."). The Court agrees with the rationale of these decisions.

In arguing that she is not required to comply with Section 62-2-701 to prevail on her second cause of action, Plaintiff relies on Chapman v. Citizens & S. Nat. Bank of S.C., 302 S.C. 469, 395 S.E.2d 446 (Ct. App. 1990). But Chapman does not allow Plaintiff's claim. First, the relevant events in Chapman occurred prior to the effective date of Section 62-2-701, and the statute therefore did not apply and was not mentioned by the Court in resolving Chapman. Second, the facts of Chapman are distinguishable from the facts of this case.

In Chapman, the Court found an enforceable promise based on "undisputed evidence that Mrs. Chapman agreed to either give the subject property to Mr. Chapman's children during her lifetime or, in the alternative, not exercise the power of appointment." Id. 302 S.C. at 478, 395 S.E.2d at 446, 452 (Ct. App. 1990). The Court also noted that it was "undisputed" that Mr.

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Chapman "expected her to do so." Id. Based on this evidence, the Court found the wife expressly promised her husband that she would not exercise her power of appointment. See id., 302 S.C. at 474, 395 S.E.2d at 450 (finding that there were "numerous letters of record" signed by Mrs. Chapman wherein Mrs. Chapman "promised Mr. Chapman that, upon Mr. Chapman's death and the probate of his will, Mrs. Chapman would either during her lifetime make gifts of the subject property to Mr. Chapman's children or die without exercising the power of appointment contained in Mr. Chapman's will"). After Mr. Chapman's death, Mrs. Chapman further admitted in letters that she began "struggling with her conscience" about whether she should leave the subject property to her own children instead of Mr. Chapman's children. Id., 302 S.C. at 475, 395 S.E.2d at 450. The Court found that the husband executed his last will "in reliance on Mrs. Chapman's promise that she would not exercise the power of appointment." Chapman, 302 S.C. at 477-78, 395 S.E.2d at 451-52. By contrast, Plaintiff has identified no evidence that Mrs. Barringer made any promise to Mr. Barringer regarding her power of appointment, much less a promise made in writing, or that Mr. Barringer relied on any promise before he gave Mrs. Barringer a power of appointment on December 4, 1998.[7]

Plaintiff also relies on Satcher v. Satcher, 351 S.C. 477, 570 S.E. 2d 535 (Ct. App. 2002). But Plaintiff's reliance on Satcher is also misplaced. In Satcher, a grandson brought an action against his grandfather's estate seeking title to a house and farm, which the grandfather had left to

[7] Plaintiff argues that she can prove Mrs. Barringer made an enforceable promise to Mr. Barringer not to exercise her power of appointment through her "silence." Plaintiff relies on an excerpt from a treatise on trusts that is referenced in Chapman. For the reasons discussed above, the Court finds that permitting a plaintiff to prove a promise not to revoke a will or, specifically, not to exercise a power of appointment based on silence, is inconsistent with the language and intent of Section 62-2-701. In any event, the Court finds that Plaintiff has not identified any instances in which Mrs. Barringer's alleged silence could constitute an implied promise that Mrs. Barringer would never revoke her will or that she would never exercise her power of appointment.

the grandson's uncle. The Court found that the grandson was entitled to the house under a promissory estoppel theory. Specifically, the Court found that the grandfather had promised the grandson that, if the grandson quit his job and moved in with his grandfather, the grandfather would leave the house to him upon the grandfather's death. The Court found that, "[i]n reasonable reliance on that promise, Chip moved to the house and provided Grandfather with companionship and other services for more than twenty years." Satcher, 351 S.C. at 486, 570 S.E.2d at 539. Section 62-2-701 was not cited or discussed in the Court's Opinion. Here, Merrill Barringer has always raised Section 62-2-701 as a defense to Plaintiff's claims. See Merrill Barringer's Answer p. 27. In addition, Plaintiff has not asserted a claim for promissory estoppel, and in any event, has not identified any evidence that Mrs. Barringer made a promise to Mr. Barringer regarding her power of appointment, much less a promise on which Mr. Barringer relied. Plaintiff's reliance on cases that never addressed Section 62-2-701 are unavailing, and even if these cases did apply, they are distinguishable from the facts of the case at bar.

Finally, Plaintiff submitted her own affidavit, along with one from her husband, regarding discussions at family meetings with Mr. Barringer about his estate plan and his family company. However, the affidavits do not suggest that a promise was made during these meetings or that any other binding agreements were reached between Mr. and Mrs. Barringer. Accordingly, even if these affidavits were admissible and accurate, they do not help Plaintiff.

VI. Plaintiff's Email to the Court Following the Hearing

Following the hearing on Mrs. Barringer's motions for summary judgment, Plaintiff's counsel emailed the Court attaching four (4) documents, which were represented to be a) documents showing that Mr. Barringer agreed in 1998 "not to exercise his power of appointment," and b) examples of writings from Mr. Barringer stating he "intended to treat his children equally

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in his estate plan." The Court has carefully reviewed these documents and finds that they do not support Plaintiff's claims.

The first two documents are Mr. and Mrs. Barringer's December 4, 1998 wills. The language highlighted by Plaintiff's counsel was addressed during the hearing and is further addressed in footnote 5 of this order. Again, the language on which Plaintiff relies simply states that the Barringers are not exercising any powers of appointment by virtue of the residuary clauses in their December 4, 1998 wills. The language does not suggest that Mr. and Mrs. Barringer are entering into a legally binding and irrevocable agreement never to exercise the power of appointment they granted to each other in their December 4, 1998 estate plans. Indeed, if a child could rely on this language to prove that their parents entered into an irrevocable agreement never to exercise their powers of appointment, or otherwise change their wills in the future, every person who has this clause in their will would be subject to challenges like the one brought by Plaintiff. Moreover, Section 62-2-701 requires that provisions of a will state "material provisions of the contract," include an express reference in a will "to a contract," or evidence "the contract." This residuary clause language does not even arguably suggest a legally binding and irrevocable contract preventing the Barringer's from taking certain acts in the future, and therefore, does not satisfy any of the subsections of Section 62-2-701.

Plaintiff also submitted a December 6, 2011 letter from attorney John Jolley, which attaches some estate planning diagrams sent to Mr. and Mrs. Barringer in December of 2011. Plaintiff contends these show Mr. Barringer "intended to treat his children equally in his estate plan." As discussed above, these documents merely suggest that, during a certain time period in the past, Mr. and Mrs. Barringer intended or planned to treat their children equally with respect to their estate plans. But this document does not evidence an irrevocable agreement between the

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Barringers to treat the children equally in the future. Again, if plaintiffs can rely on estate planning diagrams sent to their parents illustrating an intent to treat children equally in the future, every person who receives diagrams similar to these would be subject to challenges like the one brought by Plaintiff.

The final document Plaintiff submitted to the Court was an October 16, 2006 consent amendment to the Paul B. Barringer, II Family Trust, dated December 22, 1998. This is a separate trust from the December 4, 1998 trust which grants Mrs. Barringer a power of appointment. This trust, which was irrevocable when created, and the October 16, 2006 consent amendment to that trust, is unrelated to the power of appointment granted to Mrs. Barringer in the separate, revocable trust dated December 4, 1998. This document does not have any language that suggests Mr. and Mrs. Barringer entered into a contractual agreement where Mrs. Barringer agreed she would never exercise her power of appointment and does not constitute proof of a contract under Section 62-2-701.

In sum, Plaintiff has not identified any evidence to support her claim that Mrs. Barringer made an expressed or implied promise never to change her will and never to exercise the power of appointment granted to her by Mr. Barringer.

VII. Mrs. Barringer's motions are not barred by a prior order.

Plaintiff argues that, pursuant to Rule 43(l) and 59(e), the Court should deny Mrs. Barringer's motions for summary judgment because, earlier in this litigation, Judge Mullen denied a motion for summary judgment on Plaintiff's second and third causes of action. The Court disagrees.

Judge Mullen's prior order denying summary judgment as to these causes of action does not preclude consideration of the current motions. See Weil v. Weil, 299 S.C. 84, 89, 382 S.E.2d

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471, 473 (Ct. App. 1989) ("[A] judge deciding a case on the merits is not bound by a prior order of another judge denying summary judgment."); Smith v. Breedlove, 377 S.C. 415, 662 S.E.2d 67 (2008) ("The fact that a different trial judge previously denied a motion for summary judgment does not preclude the moving party from renewing its motion once new evidence is gathered."). After the prior order, the parties took multiple depositions that are relevant to the motions for summary judgment, and both parties submitted deposition testimony from these depositions. For example, both parties submitted deposition testimony from attorney Neill McBryde, who represented Mr. and Mrs. Barringer in the preparation and execution of their 1998 Wills and Trusts, and attorney John Jolley, who represented Mr. and Mrs. Barringer in the preparation and execution of subsequent wills and trust amendments. Mrs. Barringer also submitted deposition testimony from Plaintiff's husband, Kevin Luzak's, whom Plaintiff identified as a witness who has evidence of the alleged promise made by Mrs. Barringer to Mr. Barringer. None of these witnesses had been deposed at the time Judge Mullen entered the order denying the prior motion.

VIII. Conclusion

Plaintiff has not created a genuine issue of material fact as to whether she is entitled to recover under her second or third causes of action. Thus, the Court hereby **GRANTS** Mrs. Barringer's motions for summary judgment on Plaintiff's second and third causes of action. The trial previously scheduled for August 30, 2021 on these two causes of action will not go forward.

AND IT IS SO ORDERED.

_____
The Honorable Robert Bonds
Circuit Court Judge

Date:_____

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Beaufort Common Pleas

Case Caption: Hampton Barringer Luzak VS Merrill U Barringer

Case Number: 2019CP0701253

Type: Order/Summary Judgment

So Ordered

s/ Robert Bonds, 2770

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Beaufort
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP0701253

Hampton Barringer Luzak
PLAINTIFF(S)

Merrill U Barringer
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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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:

Plaintiff's Motion to Reconsider Summary Judgment is respectfully DENIED.

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 10/08/2021 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2021 Oct 08 10:35 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

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.

ELECTRONICALLY FILED - 2021 Oct 08 10:35 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

ELECTRONICALLY FILED - 2021 Oct 08 10:35 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

Beaufort Common Pleas

Case Caption: Hampton Barringer Luzak VS Merrill U Barringer

Case Number: 2019CP0701253

Type: Order/Electronic Form 4

So Ordered

s/ Robert Bonds, 2770

The Supreme Court of South Carolina

RECEIVED
Feb 10 2023
SC Court of Appeals

In the Matter of Estate of Paul B. Barringer, II

Hampton Barringer Luzak, Appellant,

v.

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

and

Hampton B. Luzak, Appellant,

v.

Merrill U. Barringer, Respondent,
and

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

Appellate Case No. 2021-000837

AND

In the Matter of the Estate of Paul Brandon Barringer, II

Hampton Barringer Luzak, Appellant,

v.

Merrill U. Barringer, Respondent.

Appellate Case No. 2021-001337

ORDER

In Appellate Case No. 2021-000837, this Court issued an order on April 29, 2022 certifying that appeal to this Court and vacating Judge Bonds' August 20, 2021 order granting partial summary judgment to Merrill U. Barringer (Wife's Summary Judgment Order) because the order granted summary judgment on claims at issue in a December 20, 2020 bifurcation order (Bifurcation Order) while the appeal of the Bifurcation Order was pending. Accordingly, the Court dismissed Appellate Case No. 2021-000837 as moot (Vacating Order). This order was in error because the appeal of Wife's Summary Judgment Order was not before the Court.

On September 14, 2022, the Court granted Respondents' petition for rehearing regarding the Vacating Order, vacated Judge Price's July 7, 2021 order granting partial summary judgment to Merrill Light (Light's Summary Judgment Order), vacated Wife's Summary Judgment Order, and clarified Petitioner's appeal of Judge Price's June 7, 2021 order regarding certain derivative damages (Derivative Damages Order) was to proceed because it was unaffected by the appeal of the Bifurcation Order (Revised Vacating Order). The Revised Vacating Order did not address Petitioner's attempt to "re-appeal" the Bifurcation Order or Judge Price's June 7, 2021 order ruling on several motions of the parties (Motions Order). The Revised Vacating Order was also partially in error because the appeal of Wife's Summary Judgment Order was not before the Court.

Respondents have now filed a petition for rehearing of the Vacating Order and the Revised Vacating Order. We grant that petition, vacate the Vacating Order and the Revised Vacating Order, and rule as follows:

(1) In Appellate Case No. 2021-001022, this Court held the Bifurcation Order was not immediately appealable and denied Petitioner's petition for a writ of certiorari seeking review of the court of appeals' dismissal of Petitioner's appeal of the Bifurcation Order. To the extent Petitioner attempts to "re-

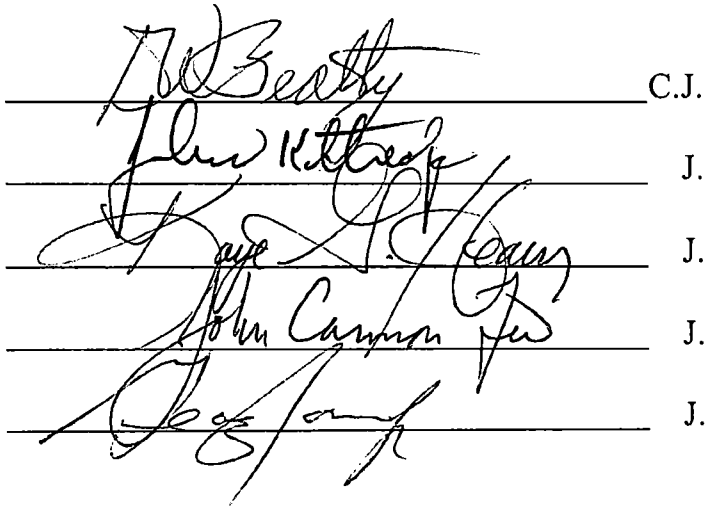
appeal" the Bifurcation Oder, we reiterate our prior ruling that the Bifurcation Order was interlocutory and not immediately appealable.

(2) In a separate order, this Court certified Appellate Case No. 2021-001337 and consolidated that case with Appellate Case No. 2021-000837. Accordingly, the appeal of Wife's Summary Judgment Order is now properly before this Court.

(3) In Appellate Case No. 2021-000837, we vacate Light's Summary Judgment Order because the circuit court did not have the authority to grant Light's motion for summary judgment while Petitioner's appeal of the Bifurcation Order was still pending.

(4) In Appellate Case No. 2021-001337, we vacate Wife's Summary Judgment Order because the circuit court did not have the authority to grant Wife's motion for summary judgment while Petitioner's appeal of the Bifurcation Order was still pending.

(5) Appellate Case No. 2021-000837, which now consists of the appeal of the Derivative Damages Order and the Motions Order, remains certified to this Court and is proceeding in compliance with the South Carolina Appellate Court Rules.



C.J.

J.

J.

J.

Columbia, South Carolina
February 10, 2023

cc:

Desa Ballard, Esquire
James R. Gilreath, Esquire
William Mitchell Hogan, Esquire
S. Alan Medlin, Esquire
Charles B. Macloskie, Esquire
Thomas W. Traxler, Esquire
Alice F. Paylor, Esquire
Bijan Khaladj-Ghom, Esquire
James Ashley Twombley, Esquire
Lee Anne Walters, Esquire
Kevin C. Johnson, Esquire
Harley Delleney Ruff, Esquire
Charles B. Molster, III, Esquire
Edward J. Fuhr, Esquire
Johnathon E. Schronce, Esquire
C. Mitchell Brown, Esquire
Robert H. Brunson, Esquire
Merritt Gordon Abney, Esquire
Erin DuBose Dean, Esquire
The Honorable Jenny Abbott Kitchings

THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.

THE STATE OF SOUTH CAROLINA
In The Supreme Court

In the Matter of Estate of Paul B. Barringer, II Hampton Barringer Luzak, Appellant,

v.

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

and

Coastal Forest Resources Company, Intervenor/Respondent.

Appellate Case No. 2021-000837

Appeal from Beaufort County
Bentley Price, Circuit Court Judge

Memorandum Opinion No. 2024-MO-003
Heard November 14, 2023 – Filed January 17, 2024

AFFIRMED IN PART, REVERSED IN PART,

AND REMANDED

Thomas W. Traxler, of Carter Smith Merriam Rogers & Traxler, of Greenville; Desa Ballard, of Ballard & Watson, Attorneys at Law, of West Columbia; James R. Gilreath and William Mitchell Hogan, both of The Gilreath Law Firm, P.A., of Greenville; Charles B. Macloskie, III, of Macloskie Law Firm, of Beaufort; S. Alan Medlin, of Columbia, all for Appellant.

Robert H. Brunson and Merritt Gordon Abney, both of Nelson Mullins Riley & Scarborough, LLP, of Charleston, C. Mitchell Brown, of Nelson Mullins Riley & Scarborough, LLP, of Columbia; Bijan Khaladj-Ghom and Alice F. Paylor, both of Saxton & Stump, LLC, of Charleston; and Charles B. Molster, III, of The Law Offices of Charles B. Molster, III, PLLC, of Washington D.C.; all for Respondent Merrill B. Light.

Harley Delleney Ruff, of Ruff & Ruff, LLC, of Beaufort; James Ashley Twombley, of Twenge & Twombley, LLC, of Beaufort, both for Respondent Merrill U. Barringer.

Erin DuBose Dean, of Tupper, Grimsley, Dean & Canaday, P.A., of Beaufort; and Edward J. Fuhr and Johnathon E. Schronce, of Hunter Andrews Kurth, LLP, of Richmond, VA; all for Respondent Coastal Forest Resources Company.

PER CURIAM: This is an appeal from an interlocutory order entered in two consolidated lawsuits filed in Beaufort County in 2016. The two cases are primarily about ownership and control of Coastal Forest Resources Company (CFRC). The central dispute in these cases is the validity of two stock transfers in 2012 through which Paul Barringer transferred a controlling interest in CFRC to Merrill B. Light, his daughter. Barringer's other daughter—Hampton B. Luzak—is the plaintiff in each lawsuit. Luzak's primary allegation is that the 2012 stock transfers are invalid because her father had developed dementia and become mentally incompetent before Light manipulated him into making the transfers he would not otherwise have made.

The order includes five paragraphs, and we review each in turn. We affirm in part, reverse in part, and remand for further proceedings.

I.

Paragraph one of the order granted CFRC leave to intervene pursuant to Rule 24(a)(2), SCRCP, "for the limited purpose of precluding the litigation of derivative claims on behalf of CFRC in this action."

Because the challenged stock transfers gave Light control of over 51% of the voting stock in CFRC, she effectively controls CFRC. That control raises concerns about whether CFRC genuinely sought intervention to serve the best interests of all its shareholders or acted primarily to serve only Light's interests. This issue is central to whether CFRC should be allowed to intervene. *See Berkeley Elec. Co-op., Inc. v. Town of Mt. Pleasant*, 302 S.C. 186, 189, 394 S.E.2d 712, 714 (1990) (explaining the showing a party must make for intervention of right under Rule 24(a)(2), SCRCP). There is no indication the circuit court analyzed this issue, and the circuit court simply allowed CFRC to intervene as a matter of right without explanation in the order. Failing to analyze this issue and explain its decision was error by the circuit court.

However, Luzak stated unequivocally during oral argument she has no intention of pursuing derivative claims in this case. Also, CFRC stated unequivocally it has no interest in this case beyond ensuring that it controls its own (derivative) claims. Thus, we affirm paragraph one of the order only to the limited extent that CFRC is permitted to be heard on the question of whether particular claims or elements of damages are derivative in nature. *See* Rule 24(c), SCRCP (Requiring that motions to intervene "shall state the ground therefor and shall be accompanied by a pleading setting forth the claim or defense for which intervention is sought"). Our ruling is without prejudice to CFRC's right to ask for a broader scope for its intervention if it deems doing so necessary. If such a request is made, the circuit court shall give full consideration to all the elements we set forth in *Berkeley Electric Co-operative*, including the issue of Light's control of CFRC and how that impacts the parties' interests.

II.

Paragraph two of the order dismissed Luzak's civil conspiracy cause of action because it "constitutes a derivative claim under the law of Virginia." However,

Luzak's civil conspiracy cause of action on its face seeks some damages that are clearly not derivative. For example, Luzak alleges Light conspired with various other people to deprive Luzak of "the expected inheritance and gifts from Decedent Paul Barringer." Inheritance and gifts from Luzak's father are clearly damages personal to Luzak and not damages belonging to CFRC. Thus, we reverse the circuit court's dismissal of this cause of action.

III.

Paragraph three of the order provided various "categories of damages" identified by Luzak's expert witness "are hereby stricken, and Mrs. Luzak cannot recover damages based on those claims." The paragraph continued: "Those four categories of damages also constitute derivative claims under Virginia law." It is not clear what it means for those "categories of damages" to be "stricken." To the extent striking portions of the expert's report was an evidentiary ruling, we decline to address the issue because pre-trial rulings on the admissibility of evidence are not final orders. *See S.C. Dep't of Transp. v. McDonald's Corp.*, 375 S.C. 90, 92, 650 S.E.2d 473, 474 (2007) ("A motion *in limine* is generally not considered a final order . . . .").

To the extent striking portions of the expert's report was an attempt to differentiate between derivative and non-derivative claims, we expect Luzak will narrow her claims to only non-derivative claims seeking damages belonging to her, not to CRFC. We hold the circuit court should consider on remand any remaining dispute as to the question of which claims or elements of damages are derivative. Because CFRC is a Virginia corporation, this question will be governed by Virginia law. *See, e.g.*, *Meland v. WEBER*, 2 F.4th 838, 848 (9th Cir. 2021) ("To determine whether a plaintiff's claim is direct or derivative, we apply the law of the state of incorporation . . . ."); *Kennedy v. Venrock Assocs.*, 348 F.3d 584, 589 (7th Cir. 2003) ("The question whether a suit is derivative by nature or may be brought by a shareholder in his own right is governed by the law of the state of incorporation."); *Nichols v. HealthSouth Corp.*, 2d81 So. 3d 350, 358 (Ala. 2018) ("'[T]he determination whether the shareholders' claims are derivative or direct must . . . be made in accordance with' the law of the state of incorporation.").

IV.

Paragraph four of the order prevented Luzak from recovering for damages arising from a 2013 stock issuance from CFRC to Travis Bryant after he was appointed CEO. The circuit court ruled Luzak was barred by claim preclusion because the

"United States District Court for the Eastern District of Virginia granted summary judgment as to this exact claim."

In this case, Luzak seeks to recover damages for the stock transfer to Bryant. Luzak argues that once Light gained control of CFRC, she used that control to issue stock to Bryant, thereby diluting the interest and value of Luzak's stock. Luzak argues the circuit court erred because she raises different causes of actions based on a different set of operative facts than those at issue in Virginia. We disagree.

Rule 1:6 of the Rules of the Supreme Court of Virginia governs claim preclusion in Virginia:[1]

> A party whose claim for relief arising from identified conduct, a transaction, or an occurrence, is decided on the merits by a final judgment, is forever barred from prosecuting any second or subsequent civil action against the same opposing party or parties on any claim or cause of action that arises from that same conduct, transaction or occurrence, whether or not the legal theory or rights asserted in the second or subsequent action were raised in the prior lawsuit, and regardless of the legal elements or the evidence upon which any claims in the prior proceeding depended, or the particular remedies sought.

Va. Sup. Ct. R. 1:6. Claim preclusion applies under Virginia law when (1) there is a final judgment on the merits, (2) the parties are the same, and (3) both causes of action arise out of the same conduct, transaction, or occurrence. *Lee v. Spoden*, 290 Va. 235, 246-48, 776 S.E.2d 798, 804-05 (2015).

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[1] Virginia law determines the preclusive effect of the Virginia summary judgment. "[F]ederal common law governs the claim-preclusive effect of a dismissal by a federal court sitting in diversity." *Semtek Int'l Inc. v. Lockheed Martin Corp.*, 531 U.S. 497, 508, 121 S. Ct. 1021, 1028, 149 L. Ed. 2d 32 (2001)." Under federal common law, the federal court must apply the preclusion law of the state in which the court sits. *Id*. Here, the court that dismissed Luzak's earlier claim was a Virginia district court sitting in diversity. Thus, Virginia law applies to the question of whether Luzak's damages regarding the stock issuance to Bryant are barred by claim preclusion.

The stock issuance to Bryant challenged in the Virginia litigation is the same transaction Luzak claims caused her damages in this case. *See Luzak v. Light*, No. 115CV501AJTIDD, 2016 WL 3854118, at *1-2 (E.D. Va. July 8, 2016). Luzak argues her claims here differ, however, because she "is not seeking in this action to unwind the stock transfer to Bryant, nor does she assert there was damage to the corporation." Luzak asks the South Carolina court to focus on the stock transfer from Paul Barringer to Light instead of the stock issuance from CFRC to Bryant. But the fact Light may have exercised unlawful control of CFRC does not automatically allow Luzak to recover damages for every corporate decision that was made after Light took control. Light's control of the corporation does not change the fact CFRC had to pay its CEO, and it is not uncommon for a corporation to offer its officers stock in the company as part of their compensation packages. Thus, Luzak must prove two things in order to recover damages for the stock issuance to Bryant: (1) Light unlawfully gained control of the company, and (2) the decision to issue stock to Bryant was an invalid corporate action.

The second point—whether the decision to issue stock to Bryant was a valid corporate action—has already been litigated with finality in Virginia. Luzak's counterclaim in the Virginia case arises out of the same transaction as her claim for damages for the stock issuance to Travis Bryant in this case. Luzak's claim for damages arising from the 2013 stock issuance from CFRC to Travis Bryant is therefore barred by claim preclusion.

V.

Paragraph five of the order provided, "Pursuant to S.C. Code § 15-53-20, the Court hereby declares that Mrs. Luzak may not litigate any derivative claims on behalf of CFRC in this action." In light of Luzak's stated intention not to pursue derivative claims, the appeal of the ruling in paragraph five is moot. *See Curtis v. State*, 345 S.C. 557, 567, 549 S.E.2d 591, 596 (2001) ("An appellate court will not pass on moot and academic questions or make an adjudication where there remains no actual controversy.").

VI.

In light of everything that has elapsed in this case—particularly the clarification that Luzak will not pursue any derivative claims—we direct that all matters regarding mode of trial, including the order bifurcating trial, shall be reconsidered by the circuit court on remand.

AFFIRMED IN PART, REVERSED IN PART, AND REMANDED.

BEATTY, C.J., KITTREDGE, FEW, JAMES, JJ., and Acting Justice Frank R. Addy, Jr., concur.

ELECTRONICALLY FILED - 2024 Dec 31 11:44 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)))	IN THE COURT OF COMMON PLEAS CIVIL ACTION NO: 2016-CP-07-01919
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II HAMPTON BARRINGER LUZAK, Plaintiff, v. MERRILL B. LIGHT, ET AL., Defendants	)	**ORDER**

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)))	IN THE COURT OF COMMON PLEAS CIVIL ACTION NO: 2019-CP-07-01253 2019-CP-07-01294
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II HAMPTON BARRINGER LUZAK, Plaintiff, v. MERRILL U. BARRINGER, Defendant	)	

This matter comes before the Court on Defendant Merrill U. Barringer's refiled Motions for Summary Judgment on Plaintiff's Second and Third Causes of Action (the "Contract Claims").

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Previously, this Court granted Mrs. Barringer's motions in a fifteen-page (15) order entered on August 20, 2021 (hereinafter "Summary Judgment Order"). On February 10, 2023, the Supreme Court of South Carolina vacated the Summary Judgment Order. The Supreme Court held that, at the time the Summary Judgment Order was entered, the appeal of another, separate order deprived this Court of jurisdiction. *In the Matter of Estate of Paul B. Barringer, II*, Appellate Case Nos. 2021-000837, 2021-001337 (Feb. 10, 2023 Order).

Mrs. Barringer promptly refiled her motions for summary judgment on February 16, 2023. The appeals in this case ended with the Supreme Court's opinion on January 17, 2024. *In the Matter of Estate of Paul B. Barringer, II*, Op. No. 2024-MO-003 (S.C. Sup. Ct. filed Jan. 17, 2024) (affirming in part, reversing in part, and remanding). With the case having been remitted, this Court now has jurisdiction to resolve Mrs. Barringer's motions.

On October 14, 2024, Mrs. Barringer requested that the Court hold a hearing on her pending, refiled summary judgment motions. The Court conducted a status conference with all parties and counsel present on October 21, 2024, and, following the status conference, a hearing was scheduled for December 13, 2024, at 10:00 a.m.

On December 13, 2024, the Court heard arguments in person on Mrs. Barringer's summary judgment motions, and prior to the hearing, the parties submitted renewed briefing on Mrs. Barringer's motions. No new facts or evidence were presented to this Court since the time this Court entered the original Summary Judgment Order. For the same reasons identified in the Summary Judgment Order, attached as **Exhibit A** and incorporated here by reference as if stated verbatim, the Court again **GRANTS** Mrs. Barringer's refiled Motions for Summary Judgment on Plaintiff's Contract Claims because there is no genuine issue of material fact for a jury to decide.

Plaintiff has also filed a Motion to Reconsider and to Vacate a previously filed order granting Mrs. Barringer's December 30, 2020 Motion to Bifurcate the Contract Claims from the other claims in these consolidated cases for trial ("Motion to Reconsider"). In light of the Court granting Defendant's Motions for Summary Judgment on Plaintiff's Contract Claims, the Motion to Reconsider is either (a) moot because the Bifurcation Order separated the two causes of action for which summary judgment is now granted; or (b) not ripe until there is a final resolution on Plaintiff's Second and Third Causes of Action. In other words, if this Order granting summary judgment is not appealed, then the issue is moot; if this Order granting summary judgment is appealed, making a ruling on the Motion to Reconsider is premature as an affirmation of summary judgment would, again, render the Motion to Reconsider moot. Thus, the Court is holding Plaintiff's Motion to Reconsider in abeyance until there is a final resolution of Plaintiff's Second and Third Causes of Action. To the extent the parties seek bifurcation of any issues or claims other than Plaintiff's Second and Third Causes of Action, the parties are free to further move the Court for bifurcation.

AND IT IS SO ORDERED!

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Beaufort Common Pleas

Case Caption: Hampton B Luzak VS Merrill B Light , defendant, et al

Case Number: 2016CP0701919

Type: Order/Other

So Ordered

s/ Robert Bonds, 2770

EXHIBIT A
TO

ORDER GRANTING MERRILL U. BARRINGER'S REFILED MOTIONS FOR SUMMARY JUDGMENT ON PLAINTIFF'S SECOND AND THIRD CAUSES OF ACTION (the "Contract Claims")

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ELECTRONICALLY FILED - 2024 Dec 31 11:44 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO: 2019-CP-07-01253 2019-CP-07-01294
	)	
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II	)	
	)	**ORDER**
HAMPTON BARRINGER LUZAK,	)	
Plaintiff,	)	
v.	)	
MERRILL U. BARRINGER,	)	
Defendant	)	

This matter comes before the Court on motions for summary judgment filed by Defendant Merrill Barringer ("Mrs. Barringer") in which she seeks summary judgment on the second and third causes of action asserted in the Complaint of Plaintiff Hampton Barringer Luzak ("Plaintiff"). Plaintiff's second cause of action is styled as a claim for "Constructive Trust and Injunction," and Plaintiff's third cause of action is styled as a claim for "Enforcement of Contract Not to Revoke and Injunction." See Compl., ¶¶ 134-43.

Mrs. Barringer filed her motions for summary judgment on June 14, 2021, Plaintiff filed a response in opposition to both motions on August 6, 2021, and Mrs. Barringer filed a reply in support of her motions on August 9, 2021. The Court held a hearing on Mrs. Barringer's motions on August 10, 2021. On August 12, 2021, Plaintiff sent the Court an email highlighting four documents previously submitted opposing summary judgment. After considering the briefing submitted by the parties, the arguments of counsel, the record, and the applicable law, the Court

grants Mrs. Barringer's motions for summary judgment on Plaintiff's second and third causes of action.

I. Relevant factual and procedural background

This is a dispute over the estate of Paul Brandon Barringer, II ("Mr. Barringer"), who died on May 30, 2016. Mr. and Mrs. Barringer were married for nearly sixty years and remained married at Mr. Barringer's death. This was the first and only marriage for Mr. and Mrs. Barringer. Plaintiff is the adult daughter of Mr. and Mrs. Barringer. Shortly after her father's death, Plaintiff filed two lawsuits against her sister in various capacities, against her sister's husband (who passed away during the pendency of this litigation), and against her mother, Mrs. Barringer, in her capacity as personal representative of her father's estate. The Court consolidated these two lawsuits and they are referred to herein as "Barringer I." In Barringer I, Luzak claims that, beginning in 2012, Paul Barringer lacked the mental capacity to execute various wills, trust amendments and transfers. Am. Compl., Case No. 2016-CP-07-1919.[1]

Before Mr. Barringer executed estate planning documents between 2012-2015, Mr. Barringer executed a will and revocable trust on December 4, 1998. Plaintiff contends that the December 4, 1998 estate planning documents were the last valid documents executed by Mr. Barringer. Plaintiff seeks to invalidate the transactions that occurred between 2012-2015, and to have her father's December 4, 1998 will and revocable trust control distribution of his estate as the last valid estate planning documents signed by her father.

Each version of Mr. Barringer's estate planning documents—the 1998 version that Plaintiff contends is valid, and the later versions that Plaintiff challenges on capacity grounds—provides that any assets in Mr. Barringer's estate at the time of his death "pour over" to his revocable trust,

[1] Plaintiff also asserts various tort claims and equitable claims in Barringer I and seeks an award of money damages.

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and grants Mrs. Barringer a power of appointment permitting her, through her own will or codicil thereto, to decide how any remaining portion of Mr. Barringer's assets will be distributed upon her death.[2] Each version of Mr. Barringer's revocable trust also includes a default provision that states how Mr. Barringer's remaining assets will be distributed at Mrs. Barringer's death if she chooses not to exercise her power of appointment.

In 2019, while Barringer I was pending, Plaintiff filed another lawsuit ("Barringer II"), naming only her mother in her individual capacity as a defendant. In Barringer II, Plaintiff alleges, among other things, that Mr. and Mrs. Barringer "entered into a binding contract not to revoke their estate plans." Compl. ¶ 142. In her discovery responses, Plaintiff states that the alleged promises which underpin the contract "would have been made [by] no later than December 4, 1998." Plaintiff's third cause of action in Barringer II asks the Court to direct Mrs. Barringer "to comply with the contract not to revoke her will." Id. ¶ 143.

In her second cause of action in Barringer II, Plaintiff alleges that "Mrs. Barringer made an express or implied promise not to exercise her testamentary power of appointment in a manner that would direct the subject property in a manner other than set forth in the default provisions of Decedent Paul Barringer's estate plan." Id. ¶ 137. Plaintiff also alleges that Mr. Barringer "relied on Mrs. Barringer's express or implied promise not to exercise the testamentary power of appointment given her" and that Mrs. Barringer "has failed to abide by her promise and/or the trust reposed in her by executing or intending to execute a will that would exercise the testamentary power of appointment given to her in a manner that would not treat the daughters equally." Plaintiff asks the Court to "direct[] Defendant Merrill U. Barringer to comply with her promise and the trust

[2] Mr. Barringer's December 4, 1998 trust also provides that Mrs. Barringer will receive income from the assets in his revocable trust for her lifetime and principal distributions if needed.

reposed in her not to exercise the testamentary power of appointment given her" and to impose a constructive trust. Id. ¶¶ 138-40. Thus, in her second and third causes of action, Plaintiff alleges that Mrs. Barringer entered into a contract or made a promise that prevents her from revoking her will and, specifically, prevents Mrs. Barringer from executing a new will that exercises the power of appointment granted to her in each version of Mr. Barringer's estate planning documents.

II. Summary judgment standard

"[S]ummary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party." Hancock v. Mid-S. Mgmt. Co., 381 S.C. 326, 329–30, 673 S.E.2d 801, 802 (2009). For claims with a higher burden of proof, such as claims for constructive trust, "the non-moving party must submit more than a mere scintilla of evidence to withstand a motion for summary judgment." Hancock v. Mis-South Mgmt. Co., Inc., 381 S.C. 326, 330-31, 673 S.E.2d 801, 803 (2009); see also Russell v. Wachovia Bank, N.A., 353 S.C. 208, 218, 578 S.E.2d 329, 334 (2003) ("A heightened standard for summary judgment is required where 'the inquiry involved in a ruling on a motion for summary judgment . . . necessarily implicates the substantive evidentiary standard of proof that would apply at a trial on the merits."); Lollis v. Lollis, 291 S.C. 525, 530, 354 S.E.2d 559, 561 (1987) ("In order to establish a constructive trust, the evidence must be clear, definite, and unequivocal.").[3]

[3] Plaintiff argues that the Court should not apply a heightened burden in deciding whether Mrs. Barringer is entitled to summary judgment on her claim for constructive trust. The Court, however,

III. Mrs. Barringer is entitled to summary judgment on Plaintiff's third cause of action.

In her third cause of action, Plaintiff seeks to enforce an alleged contract not to revoke a will. A valid contract to revoke a will must satisfy South Carolina Code Section 62-2-701, which provides:

> A contract to make a will or devise, or to revoke a will or devise, or not to revoke a will or devise, or to die intestate, if executed after the effective date of this act, can be established only by (1) provisions of a will of the decedent stating material provisions of the contract; (2) an express reference in a will of the decedent to a contract and extrinsic evidence proving the terms of the contract; or (3) a writing signed by the decedent evidencing the contract and extrinsic evidence proving the terms of the contract. The execution of a joint will or mutual wills does not create a presumption of a contract not to revoke the will or wills.

S.C. Code Ann. § 62-2-701 (emphasis added).

Plaintiff has identified no provision in Mr. or Mrs. Barringer's wills[4] stating material provisions of the alleged contract. Nor has Plaintiff identified an express reference to the alleged contract in Mr. or Mrs. Barringer's wills. Finally, Plaintiff has not identified any writing signed by Mr. or Mrs. Barringer that evidences the alleged contract. Plaintiff therefore has failed to meet her burden under § 62-2-701.

Plaintiff argues that Mr. Barringer's estate planning documents, when read in conjunction with Mrs. Barringer's estate planning documents, satisfy one or more of the subsections of Section 62-2-701. Plaintiff also argues that a long history of equal gifting by her parents to their children, particularly gifts of Mr. Barringer's ownership interest in a forest products company, satisfy one

finds that Mrs. Barringer is entitled to summary judgment on Plaintiff's second and third causes of action irrespective of whether a heightened burden applies.

[4] There is a dispute between the parties whether the "decedent" referenced in the statute is Mr. Barringer or Mrs. Barringer. The Court need not resolve this question because there is no evidence that could satisfy the statute regardless of whether "decedent" refers to Mr. or Mrs. Barringer.

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or more of the subsections of Section 62-2-701. The Court has considered Plaintiff's arguments and finds them unavailing because none of the documents identified by Plaintiff satisfy the subsections of Section 62-2-701.[5] At most, these documents suggest that, during a certain time period, Mr. and Mrs. Barringer treated their children equally in the past and intended or planned to treat them children equally with respect to certain assets in the future. None of these documents indicate that Mr. or Mrs. Barringer intended to irrevocably renounce their right to change their estate planning documents in the future, irrespective of changed circumstances.

Plaintiff also argues that Mrs. Barringer's failure to exercise her power of appointment when executing mutual or "symbiotic" estate planning documents with her husband supports her claim that the Barringers entered into a contract not to revoke their estate plans or that Mrs. Barringer contracted or promised never to exercise her power of appointment. But Plaintiff fails to identify language in the documents that evidences an irrevocable agreement never to change their estate plans in the future. The mutual nature of Mr. and Mrs. Barringer's estate planning documents does not satisfy Section 62-2-701. Indeed, the statute specifically states: "The execution of a joint will or mutual wills does not create a presumption of a contract not to revoke

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[5] The primary language in Mr. and Mrs. Barringer's 1998 wills that Plaintiff relies on is the following:

> All of the rest, residue, and remainder of my property of every kind and description, and wherever located, including any lapsed or void devise (**but not including any property over which I may have a power of appointment**), I devise to the then acting Trustee or Trustees of The . . . Revocable Trust . . . ."

(Mr. and Mrs. Barringer's Wills dated December 4, 1998) (emphasis added). But this language does not contain the material provisions of a contract and does not say or imply that Mr. and Mrs. Barringer have entered into a contract or made a promise never to exercise the powers of appointment given to each other at any point in time in the future.

the will or wills." S.C. Code § 62-2-701. Moreover, as the South Carolina Supreme Court held in an opinion issued prior to the passage of Section 62-2-701:

> The wills of husband and wife executed at the same time, before the same witnesses, and strictly reciprocal in their terms, are not, **in the absence of a recital that they are made pursuant to a contract**, in themselves sufficient evidence of an enforceable contract between the testators for the execution of the wills . . . .
>
> It may be said in agreement that it is within common knowledge that many married couples make reciprocal wills; but it does not follow from that alone, or from the agreement to do so, that each spouse is thereby bound against revocation or subsequent alteration of his or her will, without notice to the other.

Looper v. Whitaker, 231 S.C. 219, 229-30, 98 S.E.2d 266, 271–72 (1957) (emphasis added) (internal citation omitted). The Looper Court also held: "An agreement to make 'mutual' or reciprocal wills, such as those here, is far short of a contract to keep them in force." Id., 231 S.C. at 221, 98 S.E.2d at 266; see also Lamberg v. Callahan, 455 F.2d 1213, 1218 (2d Cir. 1972) ("But if plaintiffs are to succeed, mere proof of an agreement to execute mutual wills is not enough. The crucial issue is whether, in addition, the Woods agreed that the mutual wills would not be revoked.").

Because Section 62-2-701 provides the "only" way for Plaintiff to establish a contract not to revoke a will, and because Plaintiff has not identified any document that satisfies Section 62-2-701, Mrs. Barringer is entitled to summary judgment on Plaintiff's third "Contract Not to Revoke" cause of action.

IV. Mrs. Barringer is entitled to summary judgment on Plaintiff's second cause of action.

In her second cause of action, Plaintiff alleges that Mrs. Barringer made an express or implied promise never to exercise the testamentary power of appointment granted to her by Mr.

Barringer, alleges that Mr. Barringer relied on this express or implied promise,[6] and asks the Court to require Mrs. Barringer to comply with this alleged promise and to impose a constructive trust. Plaintiff argues that, because her second cause of action seeks to enforce an alleged *promise* and not an alleged *contract*, the claim is not subject to Section 62-2-701. The Court disagrees.

In passing Section 62-2-701, the South Carolina legislature prescribed the "only" way to establish a valid contract concerning succession, including a contract not to revoke a will. This statute is derived from a section of the Uniform Probate Code, see Unif. Probate Code § 2-701, and is similar to statutes that many other states have passed. The Official Comment to UPC § 2-701 explains the rationale for statutes such as Section 62-2-701:

> It is the purpose of this section to tighten the methods by which contracts concerning succession may be proved. Oral contracts not to revoke wills have given rise to much litigation in a number of states; and in many states if two persons execute a single document as their joint will, this gives rise to a presumption that the parties had contracted not to revoke the will except by consent of both.

See id., Comment. If plaintiffs could circumvent Section 62-2-701 simply by alleging a "promise" instead of a contract, and by pleading a constructive trust claim or another equitable claim instead of a claim to enforce a contract, the statute proscribing the "only" claims can be proven would be rendered toothless. Moreover, permitting Plaintiff to circumvent the statute in this way would violate the maxim of "equity follows the law." See Quail Hill, LLC v. Cty. Of Richland, 387 S.C. 223, 236, 692 S.E.2d 499, 506 (2010) ("Simply stated, equity follows the law.").

[6] In her memorandum in opposition to Mrs. Barringer's motions for summary judgment, Plaintiff argues that Mr. Barringer "never intended to give [Mrs. Barringer] a power of appointment." But Plaintiff's Complaint does not challenge the power of appointment on the basis that Mr. Barringer did not intend to grant such a power to Mrs. Barringer. See generally Compl. Moreover, Plaintiff does not explain how Mr. Barringer could have relied on Mrs. Barringer's promise never to exercise the power of appointment he granted to her, as Plaintiff alleges in her Complaint, without intending to grant her a power of appointment in the first place.

Courts from several states that have passed statutes similar to Section 62-2-701 have rejected attempts by plaintiffs to circumvent the statute by pleading equitable claims or by characterizing the claim as one based on a promise instead of a contract. See, e.g., Pool v. Diana, No. 03-08-00363-CV, 2010 WL 1170234, at *8 (Tex. App. Mar. 24, 2010) ("Although Leslie attempts to avoid summary judgment by specifically describing her claim as one for constructive/resulting trust, her argument is—in substance—that there was an oral agreement to devise the property. However she may describe the claim, Leslie's pleadings show that her claim is simply this: Donn made an oral promise to devise the 15–acres to her and to Danae. As a matter of law, an oral agreement to devise property otherwise disposed of in a will is unenforceable."); Est. of Gilbert, 513 S.W.3d 767, 772 (Tex. App. 2017) ("Having reviewed the statute and the relevant case law, we conclude the legislature intended to foreclose a claim relating to a promise to make a will or devise or not to revoke a will or devise if that promise is not in writing . . . .We hold that section 254.004 bars a claim for promissory estoppel on an oral promise to devise property that is disposed of in a will."); Matter of Estate of Cosman, 475 A.2d 659, 661–62 (N.J. App. Div. 1984) ("The Legislature has seen fit to prescribe the 'only' way such a contract may be legally established. The statute's clear language leaves no room for judicial construction. This oral agreement is not enforceable. The principles of equitable fraud and promissory estoppel urged by respondents are unavailing in the face of the unequivocal legislative declaration. Were we to enforce such principles we would nullify the clear purpose of the statute."); Stanley v. Hendershot, No. 1089 MDA 2017, 2018 WL 2275789, at *12-13 (Pa. Super. Ct. May 18, 2018) ("Thus, as a matter of law, any unjust enrichment claim, raised in the alternative to a breach of contract claim, must fail as legally insufficient when the breach of contract claim requires compliance with Section 2701. To hold otherwise simply renders Section 2701 meaningless."); In re Est. of Shain, No. 1

CA-CV 09-0252, 2010 WL 569843, at *1–2 (Ariz. Ct. App. Feb. 18, 2010) ("As a matter of law, Wauneita's alleged oral promise to include Appellant in her will was a promise to make a testamentary disposition. Section 14-2514(A) and public policy preclude such oral promises and therefore the trial court did not err in dismissing Appellant's claim."); In re McKim Est., 238 Mich. App. 453, 459, 606 N.W.2d 30, 33 (1999) ("The clear language of the statute . . . evidences the Legislature's intent to bar agreements to make a will or devise absent a writing . . . . Accordingly, the trial court correctly rejected petitioner's claim for recovery under a contract implied in fact theory.*")*; Matter of Est. of Hatten, 440 P.3d 256, 258 (Alaska 2019) (In a case involving a man who died intestate following 20 year cohabitation, the court applied the statute substantially similar to South Carolina's and held: "And to the extent Toland argues Hatten orally promised or assured her after January 1, 1997 that he would give her the house or other property upon his death, we note AS 13.12.514(a) renders such oral agreements unenforceable."). The Court agrees with the rationale of these decisions.

In arguing that she is not required to comply with Section 62-2-701 to prevail on her second cause of action, Plaintiff relies on Chapman v. Citizens & S. Nat. Bank of S.C., 302 S.C. 469, 395 S.E.2d 446 (Ct. App. 1990). But Chapman does not allow Plaintiff's claim. First, the relevant events in Chapman occurred prior to the effective date of Section 62-2-701, and the statute therefore did not apply and was not mentioned by the Court in resolving Chapman. Second, the facts of Chapman are distinguishable from the facts of this case.

In Chapman, the Court found an enforceable promise based on "undisputed evidence that Mrs. Chapman agreed to either give the subject property to Mr. Chapman's children during her lifetime or, in the alternative, not exercise the power of appointment." Id. 302 S.C. at 478, 395 S.E.2d at 446, 452 (Ct. App. 1990). The Court also noted that it was "undisputed" that Mr.

Chapman "expected her to do so." Id. Based on this evidence, the Court found the wife expressly promised her husband that she would not exercise her power of appointment. See id., 302 S.C. at 474, 395 S.E.2d at 450 (finding that there were "numerous letters of record" signed by Mrs. Chapman wherein Mrs. Chapman "promised Mr. Chapman that, upon Mr. Chapman's death and the probate of his will, Mrs. Chapman would either during her lifetime make gifts of the subject property to Mr. Chapman's children or die without exercising the power of appointment contained in Mr. Chapman's will"). After Mr. Chapman's death, Mrs. Chapman further admitted in letters that she began "struggling with her conscience" about whether she should leave the subject property to her own children instead of Mr. Chapman's children. Id., 302 S.C. at 475, 395 S.E.2d at 450. The Court found that the husband executed his last will "in reliance on Mrs. Chapman's promise that she would not exercise the power of appointment." Chapman, 302 S.C. at 477-78, 395 S.E.2d at 451-52. By contrast, Plaintiff has identified no evidence that Mrs. Barringer made any promise to Mr. Barringer regarding her power of appointment, much less a promise made in writing, or that Mr. Barringer relied on any promise before he gave Mrs. Barringer a power of appointment on December 4, 1998.[7]

Plaintiff also relies on Satcher v. Satcher, 351 S.C. 477, 570 S.E. 2d 535 (Ct. App. 2002). But Plaintiff's reliance on Satcher is also misplaced. In Satcher, a grandson brought an action against his grandfather's estate seeking title to a house and farm, which the grandfather had left to

[7] Plaintiff argues that she can prove Mrs. Barringer made an enforceable promise to Mr. Barringer not to exercise her power of appointment through her "silence." Plaintiff relies on an excerpt from a treatise on trusts that is referenced in Chapman. For the reasons discussed above, the Court finds that permitting a plaintiff to prove a promise not to revoke a will or, specifically, not to exercise a power of appointment based on silence, is inconsistent with the language and intent of Section 62-2-701. In any event, the Court finds that Plaintiff has not identified any instances in which Mrs. Barringer's alleged silence could constitute an implied promise that Mrs. Barringer would never revoke her will or that she would never exercise her power of appointment.

the grandson's uncle. The Court found that the grandson was entitled to the house under a promissory estoppel theory. Specifically, the Court found that the grandfather had promised the grandson that, if the grandson quit his job and moved in with his grandfather, the grandfather would leave the house to him upon the grandfather's death. The Court found that, "[i]n reasonable reliance on that promise, Chip moved to the house and provided Grandfather with companionship and other services for more than twenty years." Satcher, 351 S.C. at 486, 570 S.E.2d at 539. Section 62-2-701 was not cited or discussed in the Court's Opinion. Here, Merrill Barringer has always raised Section 62-2-701 as a defense to Plaintiff's claims. See Merrill Barringer's Answer p. 27. In addition, Plaintiff has not asserted a claim for promissory estoppel, and in any event, has not identified any evidence that Mrs. Barringer made a promise to Mr. Barringer regarding her power of appointment, much less a promise on which Mr. Barringer relied. Plaintiff's reliance on cases that never addressed Section 62-2-701 are unavailing, and even if these cases did apply, they are distinguishable from the facts of the case at bar.

Finally, Plaintiff submitted her own affidavit, along with one from her husband, regarding discussions at family meetings with Mr. Barringer about his estate plan and his family company. However, the affidavits do not suggest that a promise was made during these meetings or that any other binding agreements were reached between Mr. and Mrs. Barringer. Accordingly, even if these affidavits were admissible and accurate, they do not help Plaintiff.

VI. Plaintiff's Email to the Court Following the Hearing

Following the hearing on Mrs. Barringer's motions for summary judgment, Plaintiff's counsel emailed the Court attaching four (4) documents, which were represented to be a) documents showing that Mr. Barringer agreed in 1998 "not to exercise his power of appointment," and b) examples of writings from Mr. Barringer stating he "intended to treat his children equally

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in his estate plan." The Court has carefully reviewed these documents and finds that they do not support Plaintiff's claims.

The first two documents are Mr. and Mrs. Barringer's December 4, 1998 wills. The language highlighted by Plaintiff's counsel was addressed during the hearing and is further addressed in footnote 5 of this order. Again, the language on which Plaintiff relies simply states that the Barringers are not exercising any powers of appointment by virtue of the residuary clauses in their December 4, 1998 wills. The language does not suggest that Mr. and Mrs. Barringer are entering into a legally binding and irrevocable agreement never to exercise the power of appointment they granted to each other in their December 4, 1998 estate plans. Indeed, if a child could rely on this language to prove that their parents entered into an irrevocable agreement never to exercise their powers of appointment, or otherwise change their wills in the future, every person who has this clause in their will would be subject to challenges like the one brought by Plaintiff. Moreover, Section 62-2-701 requires that provisions of a will state "material provisions of the contract," include an express reference in a will "to a contract," or evidence "the contract." This residuary clause language does not even arguably suggest a legally binding and irrevocable contract preventing the Barringer's from taking certain acts in the future, and therefore, does not satisfy any of the subsections of Section 62-2-701.

Plaintiff also submitted a December 6, 2011 letter from attorney John Jolley, which attaches some estate planning diagrams sent to Mr. and Mrs. Barringer in December of 2011. Plaintiff contends these show Mr. Barringer "intended to treat his children equally in his estate plan." As discussed above, these documents merely suggest that, during a certain time period in the past, Mr. and Mrs. Barringer intended or planned to treat their children equally with respect to their estate plans. But this document does not evidence an irrevocable agreement between the

Barringers to treat the children equally in the future. Again, if plaintiffs can rely on estate planning diagrams sent to their parents illustrating an intent to treat children equally in the future, every person who receives diagrams similar to these would be subject to challenges like the one brought by Plaintiff.

The final document Plaintiff submitted to the Court was an October 16, 2006 consent amendment to the Paul B. Barringer, II Family Trust, dated December 22, 1998. This is a separate trust from the December 4, 1998 trust which grants Mrs. Barringer a power of appointment. This trust, which was irrevocable when created, and the October 16, 2006 consent amendment to that trust, is unrelated to the power of appointment granted to Mrs. Barringer in the separate, revocable trust dated December 4, 1998. This document does not have any language that suggests Mr. and Mrs. Barringer entered into a contractual agreement where Mrs. Barringer agreed she would never exercise her power of appointment and does not constitute proof of a contract under Section 62-2-701.

In sum, Plaintiff has not identified any evidence to support her claim that Mrs. Barringer made an expressed or implied promise never to change her will and never to exercise the power of appointment granted to her by Mr. Barringer.

VII. Mrs. Barringer's motions are not barred by a prior order.

Plaintiff argues that, pursuant to Rule 43(l) and 59(e), the Court should deny Mrs. Barringer's motions for summary judgment because, earlier in this litigation, Judge Mullen denied a motion for summary judgment on Plaintiff's second and third causes of action. The Court disagrees.

Judge Mullen's prior order denying summary judgment as to these causes of action does not preclude consideration of the current motions. See Weil v. Weil, 299 S.C. 84, 89, 382 S.E.2d

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471, 473 (Ct. App. 1989) ("[A] judge deciding a case on the merits is not bound by a prior order of another judge denying summary judgment."); Smith v. Breedlove, 377 S.C. 415, 662 S.E.2d 67 (2008) ("The fact that a different trial judge previously denied a motion for summary judgment does not preclude the moving party from renewing its motion once new evidence is gathered."). After the prior order, the parties took multiple depositions that are relevant to the motions for summary judgment, and both parties submitted deposition testimony from these depositions. For example, both parties submitted deposition testimony from attorney Neill McBryde, who represented Mr. and Mrs. Barringer in the preparation and execution of their 1998 Wills and Trusts, and attorney John Jolley, who represented Mr. and Mrs. Barringer in the preparation and execution of subsequent wills and trust amendments. Mrs. Barringer also submitted deposition testimony from Plaintiff's husband, Kevin Luzak's, whom Plaintiff identified as a witness who has evidence of the alleged promise made by Mrs. Barringer to Mr. Barringer. None of these witnesses had been deposed at the time Judge Mullen entered the order denying the prior motion.

VIII. Conclusion

Plaintiff has not created a genuine issue of material fact as to whether she is entitled to recover under her second or third causes of action. Thus, the Court hereby **GRANTS** Mrs. Barringer's motions for summary judgment on Plaintiff's second and third causes of action. The trial previously scheduled for August 30, 2021 on these two causes of action will not go forward.

AND IT IS SO ORDERED.

_____
The Honorable Robert Bonds
Circuit Court Judge

Date:_____

Beaufort Common Pleas

Case Caption: Hampton Barringer Luzak VS Merrill U Barringer

Case Number: 2019CP0701253

Type: Order/Summary Judgment

So Ordered

s/ Robert Bonds, 2770

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STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II HAMPTON BARRINGER LUZAK, Plaintiff, v. MERRILL B. LIGHT, ET AL., Defendants	)	IN THE COURT OF COMMON PLEAS CIVIL ACTION NO: 2016-CP-07-01919 **ORDER**

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II HAMPTON BARRINGER LUZAK, Plaintiff, v. MERRILL U. BARRINGER, Defendant	)	IN THE COURT OF COMMON PLEAS CIVIL ACTION NO: 2019-CP-07-01253 2019-CP-07-01294

This matter comes before the Court on Defendant Merrill U. Barringer's refiled Motions for Summary Judgment on Plaintiff's Second and Third Causes of Action (the "Contract Claims").

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Previously, this Court granted Mrs. Barringer's motions in a fifteen-page (15) order entered on August 20, 2021 (hereinafter "Summary Judgment Order"). On February 10, 2023, the Supreme Court of South Carolina vacated the Summary Judgment Order. The Supreme Court held that, at the time the Summary Judgment Order was entered, the appeal of another, separate order deprived this Court of jurisdiction. *In the Matter of Estate of Paul B. Barringer, II*, Appellate Case Nos. 2021-000837, 2021-001337 (Feb. 10, 2023 Order).

Mrs. Barringer promptly refiled her motions for summary judgment on February 16, 2023. The appeals in this case ended with the Supreme Court's opinion on January 17, 2024. *In the Matter of Estate of Paul B. Barringer, II*, Op. No. 2024-MO-003 (S.C. Sup. Ct. filed Jan. 17, 2024) (affirming in part, reversing in part, and remanding). With the case having been remitted, this Court now has jurisdiction to resolve Mrs. Barringer's motions.

On October 14, 2024, Mrs. Barringer requested that the Court hold a hearing on her pending, refiled summary judgment motions. The Court conducted a status conference with all parties and counsel present on October 21, 2024, and, following the status conference, a hearing was scheduled for December 13, 2024, at 10:00 a.m.

On December 13, 2024, the Court heard arguments in person on Mrs. Barringer's summary judgment motions, and prior to the hearing, the parties submitted renewed briefing on Mrs. Barringer's motions. No new facts or evidence were presented to this Court since the time this Court entered the original Summary Judgment Order. For the same reasons identified in the Summary Judgment Order, attached as **Exhibit A** and incorporated here by reference as if stated verbatim, the Court again **GRANTS** Mrs. Barringer's refiled Motions for Summary Judgment on Plaintiff's Contract Claims because there is no genuine issue of material fact for a jury to decide.

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Plaintiff has also filed a Motion to Reconsider and to Vacate a previously filed order granting Mrs. Barringer's December 30, 2020 Motion to Bifurcate the Contract Claims from the other claims in these consolidated cases for trial ("Motion to Reconsider"). In light of the Court granting Defendant's Motions for Summary Judgment on Plaintiff's Contract Claims, the Motion to Reconsider is either (a) moot because the Bifurcation Order separated the two causes of action for which summary judgment is now granted; or (b) not ripe until there is a final resolution on Plaintiff's Second and Third Causes of Action. In other words, if this Order granting summary judgment is not appealed, then the issue is moot; if this Order granting summary judgment is appealed, making a ruling on the Motion to Reconsider is premature as an affirmation of summary judgment would, again, render the Motion to Reconsider moot. Thus, the Court is holding Plaintiff's Motion to Reconsider in abeyance until there is a final resolution of Plaintiff's Second and Third Causes of Action. To the extent the parties seek bifurcation of any issues or claims other than Plaintiff's Second and Third Causes of Action, the parties are free to further move the Court for bifurcation.

AND IT IS SO ORDERED!

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Beaufort Common Pleas

Case Caption: Hampton Barringer Luzak VS Merrill U Barringer

Case Number: 2019CP0701253

Type: Order/Summary Judgment

So Ordered

s/ Robert Bonds, 2770

EXHIBIT A
TO

ORDER GRANTING MERRILL U. BARRINGER'S REFILED MOTIONS FOR SUMMARY JUDGMENT ON PLAINTIFF'S SECOND AND THIRD CAUSES OF ACTION (the "Contract Claims")

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO: 2019-CP-07-01253 2019-CP-07-01294
	)	
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II	)	
	)	**ORDER**
HAMPTON BARRINGER LUZAK,	)	
Plaintiff,	)	
v.	)	
MERRILL U. BARRINGER,	)	
Defendant	)	

This matter comes before the Court on motions for summary judgment filed by Defendant Merrill Barringer ("Mrs. Barringer") in which she seeks summary judgment on the second and third causes of action asserted in the Complaint of Plaintiff Hampton Barringer Luzak ("Plaintiff"). Plaintiff's second cause of action is styled as a claim for "Constructive Trust and Injunction," and Plaintiff's third cause of action is styled as a claim for "Enforcement of Contract Not to Revoke and Injunction." See Compl., ¶¶ 134-43.

Mrs. Barringer filed her motions for summary judgment on June 14, 2021, Plaintiff filed a response in opposition to both motions on August 6, 2021, and Mrs. Barringer filed a reply in support of her motions on August 9, 2021. The Court held a hearing on Mrs. Barringer's motions on August 10, 2021. On August 12, 2021, Plaintiff sent the Court an email highlighting four documents previously submitted opposing summary judgment. After considering the briefing submitted by the parties, the arguments of counsel, the record, and the applicable law, the Court

grants Mrs. Barringer's motions for summary judgment on Plaintiff's second and third causes of action.

I. Relevant factual and procedural background

This is a dispute over the estate of Paul Brandon Barringer, II ("Mr. Barringer"), who died on May 30, 2016. Mr. and Mrs. Barringer were married for nearly sixty years and remained married at Mr. Barringer's death. This was the first and only marriage for Mr. and Mrs. Barringer. Plaintiff is the adult daughter of Mr. and Mrs. Barringer. Shortly after her father's death, Plaintiff filed two lawsuits against her sister in various capacities, against her sister's husband (who passed away during the pendency of this litigation), and against her mother, Mrs. Barringer, in her capacity as personal representative of her father's estate. The Court consolidated these two lawsuits and they are referred to herein as "Barringer I." In Barringer I, Luzak claims that, beginning in 2012, Paul Barringer lacked the mental capacity to execute various wills, trust amendments and transfers. Am. Compl., Case No. 2016-CP-07-1919.[1]

Before Mr. Barringer executed estate planning documents between 2012-2015, Mr. Barringer executed a will and revocable trust on December 4, 1998. Plaintiff contends that the December 4, 1998 estate planning documents were the last valid documents executed by Mr. Barringer. Plaintiff seeks to invalidate the transactions that occurred between 2012-2015, and to have her father's December 4, 1998 will and revocable trust control distribution of his estate as the last valid estate planning documents signed by her father.

Each version of Mr. Barringer's estate planning documents—the 1998 version that Plaintiff contends is valid, and the later versions that Plaintiff challenges on capacity grounds—provides that any assets in Mr. Barringer's estate at the time of his death "pour over" to his revocable trust,

[1] Plaintiff also asserts various tort claims and equitable claims in Barringer I and seeks an award of money damages.

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and grants Mrs. Barringer a power of appointment permitting her, through her own will or codicil thereto, to decide how any remaining portion of Mr. Barringer's assets will be distributed upon her death.[2] Each version of Mr. Barringer's revocable trust also includes a default provision that states how Mr. Barringer's remaining assets will be distributed at Mrs. Barringer's death if she chooses not to exercise her power of appointment.

In 2019, while Barringer I was pending, Plaintiff filed another lawsuit ("Barringer II"), naming only her mother in her individual capacity as a defendant. In Barringer II, Plaintiff alleges, among other things, that Mr. and Mrs. Barringer "entered into a binding contract not to revoke their estate plans." Compl. ¶ 142. In her discovery responses, Plaintiff states that the alleged promises which underpin the contract "would have been made [by] no later than December 4, 1998." Plaintiff's third cause of action in Barringer II asks the Court to direct Mrs. Barringer "to comply with the contract not to revoke her will." Id. ¶ 143.

In her second cause of action in Barringer II, Plaintiff alleges that "Mrs. Barringer made an express or implied promise not to exercise her testamentary power of appointment in a manner that would direct the subject property in a manner other than set forth in the default provisions of Decedent Paul Barringer's estate plan." Id. ¶ 137. Plaintiff also alleges that Mr. Barringer "relied on Mrs. Barringer's express or implied promise not to exercise the testamentary power of appointment given her" and that Mrs. Barringer "has failed to abide by her promise and/or the trust reposed in her by executing or intending to execute a will that would exercise the testamentary power of appointment given to her in a manner that would not treat the daughters equally." Plaintiff asks the Court to "direct[] Defendant Merrill U. Barringer to comply with her promise and the trust

[2] Mr. Barringer's December 4, 1998 trust also provides that Mrs. Barringer will receive income from the assets in his revocable trust for her lifetime and principal distributions if needed.

reposed in her not to exercise the testamentary power of appointment given her" and to impose a constructive trust. Id. ¶¶ 138-40. Thus, in her second and third causes of action, Plaintiff alleges that Mrs. Barringer entered into a contract or made a promise that prevents her from revoking her will and, specifically, prevents Mrs. Barringer from executing a new will that exercises the power of appointment granted to her in each version of Mr. Barringer's estate planning documents.

II. Summary judgment standard

"[S]ummary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party." Hancock v. Mid-S. Mgmt. Co., 381 S.C. 326, 329–30, 673 S.E.2d 801, 802 (2009). For claims with a higher burden of proof, such as claims for constructive trust, "the non-moving party must submit more than a mere scintilla of evidence to withstand a motion for summary judgment." Hancock v. Mis-South Mgmt. Co., Inc., 381 S.C. 326, 330-31, 673 S.E.2d 801, 803 (2009); see also Russell v. Wachovia Bank, N.A., 353 S.C. 208, 218, 578 S.E.2d 329, 334 (2003) ("A heightened standard for summary judgment is required where 'the inquiry involved in a ruling on a motion for summary judgment . . . necessarily implicates the substantive evidentiary standard of proof that would apply at a trial on the merits."); Lollis v. Lollis, 291 S.C. 525, 530, 354 S.E.2d 559, 561 (1987) ("In order to establish a constructive trust, the evidence must be clear, definite, and unequivocal.").[3]

[3] Plaintiff argues that the Court should not apply a heightened burden in deciding whether Mrs. Barringer is entitled to summary judgment on her claim for constructive trust. The Court, however,

III. Mrs. Barringer is entitled to summary judgment on Plaintiff's third cause of action.

In her third cause of action, Plaintiff seeks to enforce an alleged contract not to revoke a will. A valid contract to revoke a will must satisfy South Carolina Code Section 62-2-701, which provides:

> A contract to make a will or devise, or to revoke a will or devise, or not to revoke a will or devise, or to die intestate, if executed after the effective date of this act, can be established only by (1) provisions of a will of the decedent stating material provisions of the contract; (2) an express reference in a will of the decedent to a contract and extrinsic evidence proving the terms of the contract; or (3) a writing signed by the decedent evidencing the contract and extrinsic evidence proving the terms of the contract. The execution of a joint will or mutual wills does not create a presumption of a contract not to revoke the will or wills.

S.C. Code Ann. § 62-2-701 (emphasis added).

Plaintiff has identified no provision in Mr. or Mrs. Barringer's wills[4] stating material provisions of the alleged contract. Nor has Plaintiff identified an express reference to the alleged contract in Mr. or Mrs. Barringer's wills. Finally, Plaintiff has not identified any writing signed by Mr. or Mrs. Barringer that evidences the alleged contract. Plaintiff therefore has failed to meet her burden under § 62-2-701.

Plaintiff argues that Mr. Barringer's estate planning documents, when read in conjunction with Mrs. Barringer's estate planning documents, satisfy one or more of the subsections of Section 62-2-701. Plaintiff also argues that a long history of equal gifting by her parents to their children, particularly gifts of Mr. Barringer's ownership interest in a forest products company, satisfy one

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finds that Mrs. Barringer is entitled to summary judgment on Plaintiff's second and third causes of action irrespective of whether a heightened burden applies.

[4] There is a dispute between the parties whether the "decedent" referenced in the statute is Mr. Barringer or Mrs. Barringer. The Court need not resolve this question because there is no evidence that could satisfy the statute regardless of whether "decedent" refers to Mr. or Mrs. Barringer.

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or more of the subsections of Section 62-2-701. The Court has considered Plaintiff's arguments and finds them unavailing because none of the documents identified by Plaintiff satisfy the subsections of Section 62-2-701.[5] At most, these documents suggest that, during a certain time period, Mr. and Mrs. Barringer treated their children equally in the past and intended or planned to treat them children equally with respect to certain assets in the future. None of these documents indicate that Mr. or Mrs. Barringer intended to irrevocably renounce their right to change their estate planning documents in the future, irrespective of changed circumstances.

Plaintiff also argues that Mrs. Barringer's failure to exercise her power of appointment when executing mutual or "symbiotic" estate planning documents with her husband supports her claim that the Barringers entered into a contract not to revoke their estate plans or that Mrs. Barringer contracted or promised never to exercise her power of appointment. But Plaintiff fails to identify language in the documents that evidences an irrevocable agreement never to change their estate plans in the future. The mutual nature of Mr. and Mrs. Barringer's estate planning documents does not satisfy Section 62-2-701. Indeed, the statute specifically states: "The execution of a joint will or mutual wills does not create a presumption of a contract not to revoke

[5] The primary language in Mr. and Mrs. Barringer's 1998 wills that Plaintiff relies on is the following:

> All of the rest, residue, and remainder of my property of every kind and description, and wherever located, including any lapsed or void devise (**but not including any property over which I may have a power of appointment**), I devise to the then acting Trustee or Trustees of The . . . Revocable Trust . . . ."

(Mr. and Mrs. Barringer's Wills dated December 4, 1998) (emphasis added). But this language does not contain the material provisions of a contract and does not say or imply that Mr. and Mrs. Barringer have entered into a contract or made a promise never to exercise the powers of appointment given to each other at any point in time in the future.

the will or wills." S.C. Code § 62-2-701. Moreover, as the South Carolina Supreme Court held in an opinion issued prior to the passage of Section 62-2-701:

> The wills of husband and wife executed at the same time, before the same witnesses, and strictly reciprocal in their terms, are not, **in the absence of a recital that they are made pursuant to a contract**, in themselves sufficient evidence of an enforceable contract between the testators for the execution of the wills . . . .
>
> It may be said in agreement that it is within common knowledge that many married couples make reciprocal wills; but it does not follow from that alone, or from the agreement to do so, that each spouse is thereby bound against revocation or subsequent alteration of his or her will, without notice to the other.

Looper v. Whitaker, 231 S.C. 219, 229-30, 98 S.E.2d 266, 271–72 (1957) (emphasis added) (internal citation omitted). The Looper Court also held: "An agreement to make 'mutual' or reciprocal wills, such as those here, is far short of a contract to keep them in force." Id., 231 S.C. at 221, 98 S.E.2d at 266; see also Lamberg v. Callahan, 455 F.2d 1213, 1218 (2d Cir. 1972) ("But if plaintiffs are to succeed, mere proof of an agreement to execute mutual wills is not enough. The crucial issue is whether, in addition, the Woods agreed that the mutual wills would not be revoked.").

Because Section 62-2-701 provides the "only" way for Plaintiff to establish a contract not to revoke a will, and because Plaintiff has not identified any document that satisfies Section 62-2-701, Mrs. Barringer is entitled to summary judgment on Plaintiff's third "Contract Not to Revoke" cause of action.

IV. Mrs. Barringer is entitled to summary judgment on Plaintiff's second cause of action.

In her second cause of action, Plaintiff alleges that Mrs. Barringer made an express or implied promise never to exercise the testamentary power of appointment granted to her by Mr.

Barringer, alleges that Mr. Barringer relied on this express or implied promise,[6] and asks the Court to require Mrs. Barringer to comply with this alleged promise and to impose a constructive trust. Plaintiff argues that, because her second cause of action seeks to enforce an alleged *promise* and not an alleged *contract*, the claim is not subject to Section 62-2-701. The Court disagrees.

In passing Section 62-2-701, the South Carolina legislature prescribed the "only" way to establish a valid contract concerning succession, including a contract not to revoke a will. This statute is derived from a section of the Uniform Probate Code, see Unif. Probate Code § 2-701, and is similar to statutes that many other states have passed. The Official Comment to UPC § 2-701 explains the rationale for statutes such as Section 62-2-701:

> It is the purpose of this section to tighten the methods by which contracts concerning succession may be proved. Oral contracts not to revoke wills have given rise to much litigation in a number of states; and in many states if two persons execute a single document as their joint will, this gives rise to a presumption that the parties had contracted not to revoke the will except by consent of both.

See id., Comment. If plaintiffs could circumvent Section 62-2-701 simply by alleging a "promise" instead of a contract, and by pleading a constructive trust claim or another equitable claim instead of a claim to enforce a contract, the statute proscribing the "only" claims can be proven would be rendered toothless. Moreover, permitting Plaintiff to circumvent the statute in this way would violate the maxim of "equity follows the law." See Quail Hill, LLC v. Cty. Of Richland, 387 S.C. 223, 236, 692 S.E.2d 499, 506 (2010) ("Simply stated, equity follows the law.").

[6] In her memorandum in opposition to Mrs. Barringer's motions for summary judgment, Plaintiff argues that Mr. Barringer "never intended to give [Mrs. Barringer] a power of appointment." But Plaintiff's Complaint does not challenge the power of appointment on the basis that Mr. Barringer did not intend to grant such a power to Mrs. Barringer. See generally Compl. Moreover, Plaintiff does not explain how Mr. Barringer could have relied on Mrs. Barringer's promise never to exercise the power of appointment he granted to her, as Plaintiff alleges in her Complaint, without intending to grant her a power of appointment in the first place.

Courts from several states that have passed statutes similar to Section 62-2-701 have rejected attempts by plaintiffs to circumvent the statute by pleading equitable claims or by characterizing the claim as one based on a promise instead of a contract. See, e.g., Pool v. Diana, No. 03-08-00363-CV, 2010 WL 1170234, at *8 (Tex. App. Mar. 24, 2010) ("Although Leslie attempts to avoid summary judgment by specifically describing her claim as one for constructive/resulting trust, her argument is—in substance—that there was an oral agreement to devise the property. However she may describe the claim, Leslie's pleadings show that her claim is simply this: Donn made an oral promise to devise the 15–acres to her and to Danae. As a matter of law, an oral agreement to devise property otherwise disposed of in a will is unenforceable."); Est. of Gilbert, 513 S.W.3d 767, 772 (Tex. App. 2017) ("Having reviewed the statute and the relevant case law, we conclude the legislature intended to foreclose a claim relating to a promise to make a will or devise or not to revoke a will or devise if that promise is not in writing . . . .We hold that section 254.004 bars a claim for promissory estoppel on an oral promise to devise property that is disposed of in a will."); Matter of Estate of Cosman, 475 A.2d 659, 661–62 (N.J. App. Div. 1984) ("The Legislature has seen fit to prescribe the 'only' way such a contract may be legally established. The statute's clear language leaves no room for judicial construction. This oral agreement is not enforceable. The principles of equitable fraud and promissory estoppel urged by respondents are unavailing in the face of the unequivocal legislative declaration. Were we to enforce such principles we would nullify the clear purpose of the statute."); Stanley v. Hendershot, No. 1089 MDA 2017, 2018 WL 2275789, at *12-13 (Pa. Super. Ct. May 18, 2018) ("Thus, as a matter of law, any unjust enrichment claim, raised in the alternative to a breach of contract claim, must fail as legally insufficient when the breach of contract claim requires compliance with Section 2701. To hold otherwise simply renders Section 2701 meaningless."); In re Est. of Shain, No. 1

CA-CV 09-0252, 2010 WL 569843, at *1–2 (Ariz. Ct. App. Feb. 18, 2010) ("As a matter of law, Wauneita's alleged oral promise to include Appellant in her will was a promise to make a testamentary disposition. Section 14-2514(A) and public policy preclude such oral promises and therefore the trial court did not err in dismissing Appellant's claim."); In re McKim Est., 238 Mich. App. 453, 459, 606 N.W.2d 30, 33 (1999) ("The clear language of the statute . . . evidences the Legislature's intent to bar agreements to make a will or devise absent a writing . . . . Accordingly, the trial court correctly rejected petitioner's claim for recovery under a contract implied in fact theory.*")*; Matter of Est. of Hatten, 440 P.3d 256, 258 (Alaska 2019) (In a case involving a man who died intestate following 20 year cohabitation, the court applied the statute substantially similar to South Carolina's and held: "And to the extent Toland argues Hatten orally promised or assured her after January 1, 1997 that he would give her the house or other property upon his death, we note AS 13.12.514(a) renders such oral agreements unenforceable."). The Court agrees with the rationale of these decisions.

In arguing that she is not required to comply with Section 62-2-701 to prevail on her second cause of action, Plaintiff relies on Chapman v. Citizens & S. Nat. Bank of S.C., 302 S.C. 469, 395 S.E.2d 446 (Ct. App. 1990). But Chapman does not allow Plaintiff's claim. First, the relevant events in Chapman occurred prior to the effective date of Section 62-2-701, and the statute therefore did not apply and was not mentioned by the Court in resolving Chapman. Second, the facts of Chapman are distinguishable from the facts of this case.

In Chapman, the Court found an enforceable promise based on "undisputed evidence that Mrs. Chapman agreed to either give the subject property to Mr. Chapman's children during her lifetime or, in the alternative, not exercise the power of appointment." Id. 302 S.C. at 478, 395 S.E.2d at 446, 452 (Ct. App. 1990). The Court also noted that it was "undisputed" that Mr.

Chapman "expected her to do so." Id. Based on this evidence, the Court found the wife expressly promised her husband that she would not exercise her power of appointment. See id., 302 S.C. at 474, 395 S.E.2d at 450 (finding that there were "numerous letters of record" signed by Mrs. Chapman wherein Mrs. Chapman "promised Mr. Chapman that, upon Mr. Chapman's death and the probate of his will, Mrs. Chapman would either during her lifetime make gifts of the subject property to Mr. Chapman's children or die without exercising the power of appointment contained in Mr. Chapman's will"). After Mr. Chapman's death, Mrs. Chapman further admitted in letters that she began "struggling with her conscience" about whether she should leave the subject property to her own children instead of Mr. Chapman's children. Id., 302 S.C. at 475, 395 S.E.2d at 450. The Court found that the husband executed his last will "in reliance on Mrs. Chapman's promise that she would not exercise the power of appointment." Chapman, 302 S.C. at 477-78, 395 S.E.2d at 451-52. By contrast, Plaintiff has identified no evidence that Mrs. Barringer made any promise to Mr. Barringer regarding her power of appointment, much less a promise made in writing, or that Mr. Barringer relied on any promise before he gave Mrs. Barringer a power of appointment on December 4, 1998.[7]

Plaintiff also relies on Satcher v. Satcher, 351 S.C. 477, 570 S.E. 2d 535 (Ct. App. 2002). But Plaintiff's reliance on Satcher is also misplaced. In Satcher, a grandson brought an action against his grandfather's estate seeking title to a house and farm, which the grandfather had left to

[7] Plaintiff argues that she can prove Mrs. Barringer made an enforceable promise to Mr. Barringer not to exercise her power of appointment through her "silence." Plaintiff relies on an excerpt from a treatise on trusts that is referenced in Chapman. For the reasons discussed above, the Court finds that permitting a plaintiff to prove a promise not to revoke a will or, specifically, not to exercise a power of appointment based on silence, is inconsistent with the language and intent of Section 62-2-701. In any event, the Court finds that Plaintiff has not identified any instances in which Mrs. Barringer's alleged silence could constitute an implied promise that Mrs. Barringer would never revoke her will or that she would never exercise her power of appointment.

the grandson's uncle. The Court found that the grandson was entitled to the house under a promissory estoppel theory. Specifically, the Court found that the grandfather had promised the grandson that, if the grandson quit his job and moved in with his grandfather, the grandfather would leave the house to him upon the grandfather's death. The Court found that, "[i]n reasonable reliance on that promise, Chip moved to the house and provided Grandfather with companionship and other services for more than twenty years." Satcher, 351 S.C. at 486, 570 S.E.2d at 539. Section 62-2-701 was not cited or discussed in the Court's Opinion. Here, Merrill Barringer has always raised Section 62-2-701 as a defense to Plaintiff's claims. See Merrill Barringer's Answer p. 27. In addition, Plaintiff has not asserted a claim for promissory estoppel, and in any event, has not identified any evidence that Mrs. Barringer made a promise to Mr. Barringer regarding her power of appointment, much less a promise on which Mr. Barringer relied. Plaintiff's reliance on cases that never addressed Section 62-2-701 are unavailing, and even if these cases did apply, they are distinguishable from the facts of the case at bar.

Finally, Plaintiff submitted her own affidavit, along with one from her husband, regarding discussions at family meetings with Mr. Barringer about his estate plan and his family company. However, the affidavits do not suggest that a promise was made during these meetings or that any other binding agreements were reached between Mr. and Mrs. Barringer. Accordingly, even if these affidavits were admissible and accurate, they do not help Plaintiff.

VI. Plaintiff's Email to the Court Following the Hearing

Following the hearing on Mrs. Barringer's motions for summary judgment, Plaintiff's counsel emailed the Court attaching four (4) documents, which were represented to be a) documents showing that Mr. Barringer agreed in 1998 "not to exercise his power of appointment," and b) examples of writings from Mr. Barringer stating he "intended to treat his children equally

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in his estate plan." The Court has carefully reviewed these documents and finds that they do not support Plaintiff's claims.

The first two documents are Mr. and Mrs. Barringer's December 4, 1998 wills. The language highlighted by Plaintiff's counsel was addressed during the hearing and is further addressed in footnote 5 of this order. Again, the language on which Plaintiff relies simply states that the Barringers are not exercising any powers of appointment by virtue of the residuary clauses in their December 4, 1998 wills. The language does not suggest that Mr. and Mrs. Barringer are entering into a legally binding and irrevocable agreement never to exercise the power of appointment they granted to each other in their December 4, 1998 estate plans. Indeed, if a child could rely on this language to prove that their parents entered into an irrevocable agreement never to exercise their powers of appointment, or otherwise change their wills in the future, every person who has this clause in their will would be subject to challenges like the one brought by Plaintiff. Moreover, Section 62-2-701 requires that provisions of a will state "material provisions of the contract," include an express reference in a will "to a contract," or evidence "the contract." This residuary clause language does not even arguably suggest a legally binding and irrevocable contract preventing the Barringer's from taking certain acts in the future, and therefore, does not satisfy any of the subsections of Section 62-2-701.

Plaintiff also submitted a December 6, 2011 letter from attorney John Jolley, which attaches some estate planning diagrams sent to Mr. and Mrs. Barringer in December of 2011. Plaintiff contends these show Mr. Barringer "intended to treat his children equally in his estate plan." As discussed above, these documents merely suggest that, during a certain time period in the past, Mr. and Mrs. Barringer intended or planned to treat their children equally with respect to their estate plans. But this document does not evidence an irrevocable agreement between the

Barringers to treat the children equally in the future. Again, if plaintiffs can rely on estate planning diagrams sent to their parents illustrating an intent to treat children equally in the future, every person who receives diagrams similar to these would be subject to challenges like the one brought by Plaintiff.

The final document Plaintiff submitted to the Court was an October 16, 2006 consent amendment to the Paul B. Barringer, II Family Trust, dated December 22, 1998. This is a separate trust from the December 4, 1998 trust which grants Mrs. Barringer a power of appointment. This trust, which was irrevocable when created, and the October 16, 2006 consent amendment to that trust, is unrelated to the power of appointment granted to Mrs. Barringer in the separate, revocable trust dated December 4, 1998. This document does not have any language that suggests Mr. and Mrs. Barringer entered into a contractual agreement where Mrs. Barringer agreed she would never exercise her power of appointment and does not constitute proof of a contract under Section 62-2-701.

In sum, Plaintiff has not identified any evidence to support her claim that Mrs. Barringer made an expressed or implied promise never to change her will and never to exercise the power of appointment granted to her by Mr. Barringer.

VII. Mrs. Barringer's motions are not barred by a prior order.

Plaintiff argues that, pursuant to Rule 43(l) and 59(e), the Court should deny Mrs. Barringer's motions for summary judgment because, earlier in this litigation, Judge Mullen denied a motion for summary judgment on Plaintiff's second and third causes of action. The Court disagrees.

Judge Mullen's prior order denying summary judgment as to these causes of action does not preclude consideration of the current motions. See Weil v. Weil, 299 S.C. 84, 89, 382 S.E.2d

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471, 473 (Ct. App. 1989) ("[A] judge deciding a case on the merits is not bound by a prior order of another judge denying summary judgment."); Smith v. Breedlove, 377 S.C. 415, 662 S.E.2d 67 (2008) ("The fact that a different trial judge previously denied a motion for summary judgment does not preclude the moving party from renewing its motion once new evidence is gathered."). After the prior order, the parties took multiple depositions that are relevant to the motions for summary judgment, and both parties submitted deposition testimony from these depositions. For example, both parties submitted deposition testimony from attorney Neill McBryde, who represented Mr. and Mrs. Barringer in the preparation and execution of their 1998 Wills and Trusts, and attorney John Jolley, who represented Mr. and Mrs. Barringer in the preparation and execution of subsequent wills and trust amendments. Mrs. Barringer also submitted deposition testimony from Plaintiff's husband, Kevin Luzak's, whom Plaintiff identified as a witness who has evidence of the alleged promise made by Mrs. Barringer to Mr. Barringer. None of these witnesses had been deposed at the time Judge Mullen entered the order denying the prior motion.

VIII. Conclusion

Plaintiff has not created a genuine issue of material fact as to whether she is entitled to recover under her second or third causes of action. Thus, the Court hereby **GRANTS** Mrs. Barringer's motions for summary judgment on Plaintiff's second and third causes of action. The trial previously scheduled for August 30, 2021 on these two causes of action will not go forward.

AND IT IS SO ORDERED.

The Honorable Robert Bonds
Circuit Court Judge

Date:_____



Beaufort Common Pleas

Case Caption: Hampton Barringer Luzak VS Merrill U Barringer

Case Number: 2019CP0701253

Type: Order/Summary Judgment

So Ordered

s/ Robert Bonds, 2770

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Beaufort
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016CP0701919

Hampton B Luzak
PLAINTIFF(S)

Merrill B Light 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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 upon Plaintiff's Motion to Reconsider Orders filed on December 31, 2024, granting Partial Summary Judgment as to Plaintiff's Second and Third Causes of Action. The parties elected to forego a hearing and stood on their previous extensive briefings and arguments. After carefully reconsidering such extensive briefings and arguments, Plaintiff's Motion to Reconsider this Court's Order granting Partial Summary Judgment as to Plaintiff's Second and Third Causes of Action is respectfully denied.

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 01/09/2025 .

Edward J Fuhr for Coastal Forest Resources Company
Johnathon E Schronce for Coastal Forest Resources Company
Coastal Forest Resources Company
Merrill Barringer Light Revocable Trust
Merrill B Light as Trustee
Merrill B Light As Putative Trustee
Paul B Barringer Ii Revocable Trust
Charles B Molster, III for Merrill B Light

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2025 Jan 09 4:53 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701919

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.

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Beaufort Common Pleas

Case Caption: Hampton B Luzak VS Merrill B Light , defendant, et al

Case Number: 2016CP0701919

Type: Order/Electronic Form 4

So Ordered

s/ Robert Bonds, 2770

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Beaufort
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP0701253

Hampton Barringer Luzak
PLAINTIFF(S)

Merrill U Barringer
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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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 upon Plaintiff's Motion to Reconsider Orders filed on December 31, 2024, granting Partial Summary Judgment as to Plaintiff's Second and Third Causes of Action. The parties elected to forego a hearing and stood on their previous extensive briefings and arguments. After carefully reconsidering such extensive briefings and arguments, Plaintiff's Motion to Reconsider this Court's Order granting Partial Summary Judgment as to Plaintiff's Second and Third Causes of Action is respectfully denied.

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 01/09/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2025 Jan 09 4:52 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701253

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.

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Beaufort Common Pleas

Case Caption: Hampton Barringer Luzak VS Merrill U Barringer

Case Number: 2019CP0701253

Type: Order/Electronic Form 4

So Ordered

s/ Robert Bonds, 2770

FILED
2016 AUG 26 AM 10:47
PROBATE COURT
BEAUFORT COUNTY, SC

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF BEAUFORT	)	Case No.: 2016-ES-07-00517
	)	
Hampton B. Luzak,	)	
	)	
Petitioner,	)	
	)	
v.	)	
	)	SUMMONS
Merrill B. Light and Merrill U. Barringer, as Personal Representative of the Estate of Paul Brandon Barringer, II,	)	
	)	
Respondents.	)	
	)	
IN THE MATTER OF:	)	
	)	
Estate of Paul Brandon Barringer, II.	)	
	)	

TO: THE RESPONDENTS ABOVE NAMED:

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

THE GILREATH LAW FIRM, P.A.

By: _____

James R. Gilreath (S.C. Bar No. 02133)
William M. Hogan (S.C. Bar No. 65272)
110 Lavinia Avenue (zip 29601)
P. O. Box 2147
Greenville, SC 29602
Telephone: (864) 242-4727
Fax: (864) 232-4395
jim@gilreathlaw.com
bhogan@gilreathlaw.com
and

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

and

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

ATTORNEYS FOR PETITIONER

Dated: August 26th, 2016
Greenville, South Carolina.

FILED
2016 AUG 26 AM 10: 47
PROBATE COURT
BEAUFORT COUNTY, SC

STATE OF SOUTH CAROLINA)	IN THE PROBATE COURT
)	
COUNTY OF BEAUFORT)	Case No.: 2016-ES-07-00517
)	
Hampton B. Luzak,)	
)	
Petitioner,)	**COMPLAINT**
v.)	**AND**
)	**FORMAL OPPOSITION AND**
Merrill B. Light and Merrill U. Barringer,)	**OBJECTION TO PROBATE AND**
as Personal Representative of)	**APPOINTMENT/PETITION TO SET**
the Estate of Paul Brandon Barringer, II,)	**ASIDE INFORMAL PROBATE AND**
)	**APPOINTMENT**
Respondents.)	
)	
IN THE MATTER OF:)	
)	
Estate of Paul Brandon Barringer, II.)	**JURY TRIAL DEMANDED**
)	

The Petitioner would respectfully show unto this Honorable Court as follows:

PARTIES AND JURISDICTION

1. The parties and their residences are as follows:

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

(b) The Respondent, Merrill Barringer Light ("Merrill Light"), is a citizen and resident of Hilton Head Island, County of Beaufort, in South Carolina and is the daughter of Decedent Paul Barringer and an older sister of Petitioner.

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

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

3. On June 9, 2016, Decedent Paul Barringer's surviving widow Merrill U. Barringer ("Mrs. Barringer") applied for an informal probate of Decedent Paul Barringer's alleged will dated February 5, 2015 and for an informal appointment of herself as personal representative of Decedent Paul Barringer's estate. On the same date, Respondent Merrill Light and attorney John M. Jolley filed Renunciations of Right to Administration and/or Nomination, renouncing their right to serve as personal representative of Decedent Paul Barringer's estate.

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

5. Decedent Paul Barringer allegedly signed a document on February 5, 2015 that purports to be an amended and restated trust agreement appointing Respondent Merrill Light as trustee.

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

7. This Court has the authority and jurisdiction under S.C. Code Ann. §§ 62-1-302, 62-7-201 and 62-7-202 to determine the validity of the alleged will and trust as well as any purported *inter vivos* transfers by Decedent Paul Barringer of his assets, whether titled in his name or in the name of his revocable trust, to determine whether Respondent Merrill Light has

breached her fiduciary duty, unduly influenced Decedent Paul Barringer, converted Decedent Paul Barringer's assets, defrauded Decedent Paul Barringer and Petitioner Hampton Luzak, engaged in a civil conspiracy, was unjustly enriched, and tortiously interfered with Petitioner Hampton Luzak's inheritance and/or expectancy of gift; to remove Respondent Merrill Light as trustee; and to grant appropriate relief therefore.

GENERAL ALLEGATIONS

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

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

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

11. Petitioner Hampton Luzak enjoyed a close family relationship with her father and her mother until recent years. Petitioner Hampton Luzak always maintained great respect for her father including the lifetime of work Decedent Paul Barringer undertook to build his businesses in the timber and lumber industries, including CFRC.

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

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

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

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

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

17. On December 4, 1998 Decedent Paul Barringer as settlor executed the Paul B. Barringer, II Revocable Trust dated December 4, 1998 (hereafter referred to as the "Revocable

Trust" including any subsequent amendments thereto) with Decedent Paul Barringer serving as trustee.

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

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

20. Also on or about October 3, 2004, CFRC, at Decedent Paul Barringer's direction, issued approximately 31% of the voting shares in CFRC to Respondent Merrill Light, consisting of 59,521 shares, and an equal 31%, 59,521 shares, to Petitioner Hampton Luzak. Decedent Paul

Barringer retained approximately 20% of the CFRC voting stock consisting of 38,272 shares. The family of Stephen H. Conger, who was unrelated and otherwise unaffiliated with the Barringers, owned the remaining 18% of the CFRC voting stock comprising 33,452 shares.

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

22. Around November of 2008, Decedent Paul Barringer entered into discussions with minority shareholder Robert C. L. Conger about a possible buyout of the Conger family's minority interest in CFRC. During the buyout discussions and communications, Decedent Paul Barringer, in keeping with his long held plan to treat his two daughters equally, informed Mr.

Conger by letter of November 14, 2008 that "I want to make sure that a stock sale is fair to one and all, Barringer girls and Conger boys."

23. In further recognition of the importance Decedent Paul Barringer placed on maintaining the existing proportionate ownership in Decedent Paul Barringer's forest products business, including an equal ownership between Respondent Merrill Light and Petitioner Hampton Luzak, the three siblings – Petitioner Hampton Luzak and Respondent Merrill Light and Victor Barringer – entered into an Agreement Regarding Right to Purchase Shares of CFRC on February 1, 2010. In the Agreement the Barringer children agreed to keep the proportionate ownership of the CFRC stock equal between Petitioner Hampton Luzak and Respondent Merrill Light by providing that CFRC has the right to purchase any shares that are offered for sale by, purchased, or otherwise acquired from, another CFRC shareholder. CFRC was also a party to this agreement.

24. By late 2009, Respondent Merrill Light's husband, Randy Light, was experiencing significant financial troubles with some of his companies as a result of certain disastrous Texas real estate investments financed by the Stillwater National Bank of Stillwater, Oklahoma ("Stillwater") and Patriot Bank of Houston, Texas. By November 2009, RVL Texas Properties, LLC ("RVL"), owned in part by Randy Light, was in default on its $4 million loan to Patriot Bank on its condominium/marina project in South Texas. Randy Light, who served as RVL's president, surreptitiously acquired RVL's delinquent debt through an undisclosed entity, LIRVP, L.L.C., solely owned by Randy Light, without the knowledge or consent of the other three members of RVL. Randy Light, through LIRVP, L.L.C., then demanded payment of RVL's delinquent debt by threatening RVL and its other members with foreclosure of RVL's real estate and deficiency judgments against his co-members in RVL. On January 4, 2010 RVL

was forced into bankruptcy in the Southern District of Texas Bankruptcy Court due to Randy Light's "self-dealing" actions. Randy Light then opposed the bankruptcy, and RVL and its other members filed an adversary proceeding against Randy Light alleging he had effectively led a hostile takeover of RVL to seize its only asset for his own benefit. In the adversary proceeding, RVL and its other members described Randy Light's "self-dealing" actions towards RVL as "fraudulent" and "intentional, outrageous and malicious." RVL's South Texas project ultimately failed.

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

26. On December 28, 2010, SAC issued a check payable to Patriot Bank of Houston, Texas for $150,561.83 for the benefit of LIRVP, LLC which was a separate entity owned and controlled by Randy Light. On January 28, 2011 SAC issued another check to Patriot Bank for $3,408.00 for the benefit of RVL. The bankruptcy trustee for SAC later characterized these checks by Randy Light's entity, SAC, as fraudulent transfers. In a subsequent successful adversary proceeding against Patriot Bank to avoid the payments, the bankruptcy trustee recovered a significant portion of these fraudulent transfers.

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

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

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

30. On December 15, 2011, Decedent Paul Barringer and his wife Merrill Barringer executed powers of attorney naming the other as agent and Respondent Merrill Light as alternate agent. (See Exhibit 1, P. Barringer D.P.A. dated 12/15/11). The powers of attorney were prepared by attorney John Jolley from the Hilton Head office of the McNair Law Firm. Petitioner Hampton Luzak is informed and believes this is the first time her parents employed the services of John Jolley. Petitioner Hampton Luzak is further informed and believes that John Jolley at that point had been serving as the estate planning attorney for Merrill and Randy Light for a number of years, possibly ten to fifteen years. Decedent Paul Barringer had been using

another estate planning attorney for many years prior to this, and he was not normally quick to put his trust in counsel that he was not familiar with.

31. In January 2012, while Petitioner Hampton Luzak was visiting her parents in Hilton Head, she fortuitously met Respondent Merrill Light while standing in their parents' driveway. Respondent Merrill Light informed Petitioner Hampton Luzak that Decedent Paul Barringer's insurance agent Robert Slane was coming to Hilton Head for estate planning meetings with their parents and that she was getting involved in her father's estate planning. Respondent Merrill Light informed Petitioner Hampton Luzak that she (Respondent Merrill Light) would be the agent under Decedent Paul Barringer's power of attorney and stated to the effect "then it goes to you."

32. On February 18, 2012, members of the Barringer family met to discuss company plans. Included in the meeting were Decedent Paul Barringer and his wife Merrill Barringer, Respondent Merrill Light, Petitioner Hampton Luzak and her husband, Kevin Luzak, who was at that time the CEO of CFRC. The discussion centered on Mr. Luzak's recommendations on future strategy to the shareholders, which were focused on (i) actions that would both increase the cash flow generated by the Company's existing operating businesses; (ii) adding new business lines that would both diversify risk and generate tax and operating expense efficiencies for shareholders; and (iii) financing this diversification through the sale of a small portion of Company timberlands that had been deemed by management as no longer capable of generating acceptable returns to the shareholders. Mr. Luzak and Decedent Paul Barringer had worked together on the acquisition of commercial real estate properties in Alexandria Virginia during 2011 that created a useful example of the type of diversifying activity that Mr. Luzak was recommending that the shareholders consider. The discussion also included Mr. Luzak's

request that his compensation be evaluated. Recognizing that the owners might prefer not to pursue the strategy that he outlined, or might not be able to come to an agreement about his compensation, Kevin Luzak offered to cede his role as CEO of CFRC. Mrs. Barringer responded to this offer by saying, "You have to stay. You are family." At the meeting, however, Decedent Paul Barringer was having trouble communicating and forming words due to his mental ailments.

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

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

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

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

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

38. In the several days following the meeting, Decedent Paul Barringer had an extremely negative reaction to the meeting and accused the "four people from New York" of trying to steal the company. He also falsely accused Kevin Luzak of throwing Respondent Merrill Light and him out of the meeting and of physically throwing a book at Respondent Merrill Light during the meeting. Over the following week Decedent Paul Barringer made numerous calls to family members and the CFRC management team, except Kevin Luzak, seeking to develop a consensus around the idea that Decedent Paul Barringer should replace Kevin Luzak as CEO and ultimately that Kevin Luzak should be terminated.

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

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

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

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

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

very much help." The discharge papers further provided that the treating physicians concluded Decedent Paul Barringer had semantic dementia.

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

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

46. During this time period in May of 2012, Barringer's relationship with Petitioner Hampton Luzak was on good terms as it had always been. Kevin Luzak, who at the time was on the Board of Directors at the Medical University of South Carolina Foundation ('MUSC"), had

helped Barringer obtain medical assistance at MUSC where Barringer spent a couple of days seeking medical help and observation.

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

48. While Petitioner Hampton Luzak was helping Decedent Paul Barringer through treatments at MUSC, Respondent Merrill Light, unbeknownst to Petitioner Hampton Luzak, was involved in moving Decedent Paul Barringer's voting stock in CFRC into Decedent Paul Barringer's Revocable Trust for which Respondent Merrill Light purportedly became a co-trustee. Petitioner Hampton Luzak is informed and believes Respondent Merrill Light carried out the stock transfers with the assistance of Respondent Merrill Light's estate planning attorney John Jolley.

49. On Friday, May 11, 2012, share certificate # 13, issued in the name of Paul B. Barringer, Trustee of the Paul B. Barringer Irrevocable Trust under Agreement dated December

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

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

51. When the purported transfer of Decedent Paul Barringer's voting shares was made on May 11, 2012 to share certificate # 14 in the name of Paul B. Barringer, as Trustee of the Paul B. Barringer Revocable Trust (*i.e.*, the Revocable Trust), the share certificate was signed by Kevin Luzak as the chief executive officer of CFRC. At that time, though, Respondent Merrill Light may have been a co-trustee of the Revocable Trust based on the

minutes from the August 3, 2012 shareholders meeting which show she was also a trustee of the Revocable Trust and therefore should have been a named title holder on the share certificate. (See Exhibit 13, infra, CFRC shareholder minutes 8/3/12, CFRC 679-82). However, no mention is made on the share certificate that Respondent Merrill Light was a co-trustee of Decedent Paul Barringer's Revocable Trust as such information was hidden from Kevin Luzak.

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

53. Decedent Paul Barringer instructed Kevin Luzak to sell CFRC's airplane and purchase a larger plane. Based on Decedent Paul Barringer's instructions, Kevin entered into a contract to sell the company airplane in early June 2012. On or about June 7, 2012, Decedent Paul Barringer contacted Kevin Luzak about using the company airplane to visit some corporate facilities. Kevin Luzak commented to Decedent Paul Barringer to enjoy the airplane ride since it would be the last trip on the company airplane before the sale was closed. Decedent Paul Barringer then exploded at Kevin Luzak and began swearing at him for selling the airplane, as Decedent Paul Barringer did not remember that he instructed Kevin Luzak to sell the airplane. Decedent Paul Barringer then ordered Mr. Luzak to rescind the deal to sell the airplane. Following Kevin Luzak's termination, CFRC did in fact sell the airplane and purchase a larger airplane, consistent with Decedent Paul Barringer's earlier instructions and against his confused demands of June 7, 2012.

54. At this same time, Decedent Paul Barringer was confused about a memorandum that Kevin Luzak prepared regarding the February 18, 2012 family discussion about a possible

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

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

56. Around this same time, Kevin Luzak also talked with Decedent Paul Barringer's wife, Merrill Barringer, who said that Decedent Paul Barringer was very upset at Kevin Luzak. She stated that Decedent Paul Barringer believed Kevin was trying to sell 65% of the timberland and move the timberland management team to New York and that the people in New York would own 80% of the investments in the company. None of these descriptions of Mr. Luzak's proposed long-term plans for CFRC were true or ever contemplated. Mrs. Barringer also stated that Decedent Paul Barringer was upset about supposedly being excluded from the last board meeting in April 2012 which was completely untrue. In fact, Decedent Paul Barringer presided over the meeting without incident, though he had trouble communicating and forming words at that time.

57. By late May to early June of 2012, the financial health of Randy Light's companies had deteriorated drastically. Respondent Merrill Light told Petitioner Hampton Luzak and Kevin Luzak in multiple conversations by phone and in person that Randy Light was

going bankrupt, that he was going to lose everything, and that he would have nothing to leave the children.

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

59. On June 11, 2012, Decedent Paul Barringer sent Kevin Luzak a package with PowerPoint presentation documents that Decedent Paul Barringer said someone sent to him "just recently." Decedent Paul Barringer claimed that the PowerPoint slides "appeared to be someone's calculation on how CFRC could be purchased with various ways to obtain our timberland and other assets which could be marketed to outside parties." Decedent Paul Barringer's description of the business plan contained in the PowerPoint documents was incorrect. Further, Decedent Paul Barringer had already seen all of these materials. They were the materials presented at the March 15 and 16, 2011 board meetings and monthly management presentations during that period that Decedent Paul Barringer attended. Because of his dementia in June of 2012, Decedent Paul Barringer was unable to remember in June 2012 seeing the PowerPoint documents in March 2011 and was under the false impression the March 2011 board presentation documents had been prepared and distributed behind his back as suggested by his statement, "I have just recently received possession" of them. When Kevin Luzak explained the origin of the materials to him, Decedent Paul Barringer then acknowledged being at the board and management meetings and having seen the materials, then later questioned whether he was

there, and then denied having ever seen the material. He subsequently reversed himself and said he may have seen them, which was symptomatic of his confusion. Decedent Paul Barringer then told Kevin Luzak that he would help Mr. Luzak find a job if Mr. Luzak could not run the company the way he wanted it run.

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

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

62. On June 20, 2012, Kevin Luzak emailed Decedent Paul Barringer that he would like to have an outside independent person come in and perform a complete evaluation of Mr. Luzak's conduct, decisions and actions that Decedent Paul Barringer recently complained about. Mr. Luzak concluded the letter stating that, "If I have done anything wrong, I want to know about it more than anybody." That same day Decedent Paul Barringer responded with an angry email to Kevin Luzak, copied only to Respondent Merrill Light, stating that he did not want some outside lawyer coming in and making decisions regarding his company. He also accused Mr. Luzak of "trying to depose me for almost a year from my company." Decedent Paul

Barringer's idea that Mr. Luzak was trying to depose him was another delusion of Decedent Paul Barringer. He further claimed: "We understand that your actions were trying to drive me away from [CFRC]…", obviously revealing that Respondent Merrill Light was helping him form this misbelief. (emphasis added). In the same email, Decedent Paul Barringer claimed that, "I have double the company voting stock of any person, or groups, do you think I'm dumb?" Decedent Paul Barringer, in fact, had less voting stock than either Petitioner Hampton Luzak or Respondent Merrill Light. In a conversation that day, Decedent Paul Barringer informed Mr. Luzak that he wanted to have him removed as CEO.

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

64. During the June 28, 2012 board meeting, Decedent Paul Barringer made a number of delusional accusations against Kevin Luzak which were supported by Respondent Merrill Light who joined in with, and coached, Decedent Paul Barringer in his motion to have Kevin Luzak removed as president and CEO of the company. Decedent Paul Barringer also moved that Mr. Luzak be removed from all other offices with CFRC immediately and that Decedent Paul Barringer should be appointed as president and CEO. The corporate minutes state that Decedent Paul Barringer wanted Mr. Luzak removed because he claimed he and Respondent Merrill Light had been thrown out of a recent meeting of the board of directors held in Charleston on April 24 and 25, 2012. (See Exhibit 4, 6/28/12 board minutes). He also claimed that he had found PowerPoint slides of various plans which he contended had been withheld from him by Mr.

Luzak. Decedent Paul Barringer also claimed that Mr. Luzak had requested a million dollar check from him and stated that Mr. Luzak was the greediest person he knew and should be dismissed due to his alleged greed. Mr. Luzak responded that Decedent Paul Barringer and Respondent Merrill Light had never been thrown out of any board meeting and that Mr. Luzak had never requested a million dollar check from Decedent Paul Barringer. Because of the outlandish and completely unfounded allegations Decedent Paul Barringer was making, Mr. Luzak made a motion that the company retain an independent person to investigate the allegations and to report these findings to the board. Michael Hagler, a respected attorney who was the independent and non-affiliated member of the board, voted for an independent investigator as did Mr. Luzak. However, Respondent Merrill Light and Decedent Paul Barringer, with coaching from Respondent Merrill Light, voted against it so the motion failed.

65. After voting down the motion for an independent investigation, the board of directors at the same June 28, 2012 meeting voted on Decedent Paul Barringer's motion to remove Kevin Luzak from all positions with CFRC. Merrill Light supported and seconded Decedent Paul Barringer's attacks and motions against Kevin Luzak. Mr. Hagler indicated he needed more information about the accusations Decedent Paul Barringer leveled against Kevin Luzak and voted against firing Kevin Luzak. Respondent Merrill Light and Decedent Paul Barringer, with coaching from Respondent Merrill Light, voted in favor of the motion to remove Kevin Luzak. The company counsel stated that Mr. Luzak had a conflict of interest in the vote since he was the subject of the motions and therefore could not vote as a member of the board of directors. As a result, Decedent Paul Barringer and Respondent Merrill Light's votes to remove Kevin Luzak outnumbered Mr. Hagler's opposition. The corporate minutes thus stated that

Kevin Luzak was terminated from all company positions, though Mr. Luzak disputed the legitimacy of the vote.

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

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

68. Despite knowing the facts that Decedent Paul Barringer (a) had been diagnosed with dementia as early as December 2011; (b) had been hospitalized for three days in May 2012 for dementia; (c) had been diagnosed with, and undergone examination and treatment at MUSC, for Alzheimer's; and (d) had to be coached on how to cast a vote at a board meeting, Respondent Merrill Light was willing to put her father, to his own detriment, back into the CEO position – a position he clearly was no longer capable of handling.

69. After the June 28th meeting adjourned, Michael Hagler, the sole independent member of the board of directors of CFRC, immediately wrote corporate counsel Bradley Herring that he was "concerned about Paul's mental state. If Paul is voting and acting based on facts that exist in his mind but nowhere else, is his vote valid? Can the directors and the

company act when a fellow director appears to be confused? On more than one occasion during the meeting Paul actually cast his vote in the opposite way he meant to cast the vote until he was corrected and coached by whoever was in the room with him." (See Exhibit 5, Hagler letter 6/28/12). The person in the room with him was Respondent Merrill Light. Mr. Hagler disagreed that the vote to remove Kevin Luzak was legitimate.

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

71. On July 1, 2012, Michael Hagler emailed Respondent Merrill Light, Mr. Luzak, and then- corporate counsel Brad Herring his objection to the CFRC board vote removing Kevin Luzak from his officer positions. The letter was principally addressed to Merrill Light. Michael Hagler characterized Decedent Paul Barringer's actions at the June 28, 2012 meeting as totally inconsistent with the Paul Barringer he had previously known. Mr. Hagler stated that the person who attended the April 2012 board meeting and the June 28, 2012 board meeting "was not Paul. He is in Paul's body, but he seems to be ill and not thinking or acting rationally." Mr. Hagler implored Respondent Merrill Light to not follow her father blindly down the destructive path he was going. He also implored her to conduct an investigation of Decedent Paul Barringer's accusations and his current status stating he could not understand why that should not be done. He then asked: "Do you know something about the situation that has not been discussed or disclosed to me? Is there something I do not understand?" Mr. Hagler reiterated: "From my observations, your father does not seem to be acting rationally." Mr. Hagler concluded by

stating: "Merrill, I urge you to reconsider what is best for your father, your family and the company." (See Exhibit 7, Hagler e-mail 7/1/12).

72. On July 6, 2012, Petitioner Hampton Luzak wrote the CFRC board of directors about her father's condition and informing them that he had been diagnosed with Alzheimer's disease and that she along with her mother and Respondent Merrill Light had been aware of his condition for months. She informed the board that her husband, Kevin Luzak, was fired on the basis of a combination of hallucinations, deep confusion and ridiculous and unfounded challenges to Mr. Luzak's character which Respondent Merrill Light blocked from being investigated, as Respondent Merrill Light knew they were unfounded and delusional. Petitioner Hampton Luzak pointed out the various events Decedent Paul Barringer accused Kevin Luzak of being involved in which never occurred. She also reminded the board that, despite Decedent Paul Barringer's accusations, Mr. Luzak had never thrown a book at Merrill Light at any time or especially in a board meeting in which all board members along with advisors attended. She informed the board of the truthful situation that Decedent Paul Barringer unfortunately was suffering from confusion, severely deteriorated short-term memory and delusions. She pleaded with the board to take the situation into consideration instead of rubber stamping any harmful and damaging plans Decedent Paul Barringer in his infirmed state may be proposing. (See Exhibit 8, H. Luzak letter 7/6/12).

73. On July 6, 2012, Kevin Luzak wrote to Bradley Herring that Mr. Herring personally witnessed the meetings where Decedent Paul Barringer later accused Mr. Luzak of supposedly throwing a book at Respondent Merrill Light and allegedly kicking Decedent Paul Barringer out of the meeting. Mr. Herring thus knew Decedent Paul Barringer's accusations were delusional but allowed Decedent Paul Barringer, with Respondent Merrill Light's support

and coaching, to proceed. (See Exhibit 9, K. Luzak letter 7/6/12). On July 9, 2012, Bradley Herring resigned as CFRC corporate counsel and also as assistant secretary of the company following his inability to properly handle the June 28, 2012 board meeting in which Respondent Merrill Light and Decedent Paul Barringer fired Kevin Luzak. (See Exhibit 10, Herring letter 7/9/12). According to an e-mail of Travis Bryant to Petitioner Hampton Luzak dated November 9, 2012, Respondent Merrill Light's personal attorney "John Jolley has acted as corporate counsel since Brad Herring resigned."

74. On July 12, 2012, independent board member Michael Hagler wrote Decedent Paul Barringer, Respondent Merrill Light and Kevin Luzak about the ostensible firing of Kevin Luzak at the prior board meeting. Mr. Hagler opined that Kevin Luzak should not have been removed from the board. Michael Hagler emphasized he was against appointing Paul Barringer as a replacement for Kevin Luzak as CEO "without investigating [Paul Barringer's] current mental state." Mr. Hagler further stated that he had "personally observed behavior in at least two board meetings and in my call with Paul [Barringer] two weeks ago which suggests that there are issues with his mental capacity." He also stated: "If [Petitioner Hampton Luzak's] statements [in her July 6, 2012 letter] are correct, the board not only has inadequate information, but apparently individual board members may be withholding information from the board." This would include, and pertain particularly to, Respondent Merrill Light. Mr. Hagler concluded the letter by stating the board had no attorney and needed to hire Virginia counsel promptly. (See Exhibit 11, Hagler letter 7/12/12).

75. While Decedent Paul Barringer was in a state of confusion and exhibiting irrational and erratic behavior, Decedent Paul Barringer, as grantor and as co-trustee with Respondent Merrill Light, purportedly executed a second amendment and restatement of his

Revocable Trust on or about July 20, 2012. (See Exhibit 2, supra). Respondent Merrill Light as co-trustee did not inform Petitioner Hampton Luzak of this change.

76. On August 3, 2012 prior to the shareholder and board of director meetings that day, Michael Hagler emailed Respondent Merrill Light, Decedent Paul Barringer and attorney John Jolley and others about the resolutions proposed for those meetings. Mr. Hagler reiterated that in his opinion, "Paul Barringer is ill, and his judgment is impaired. I personally experienced this at the last regular director's meeting held in Charleston. I heard it in the telephonic meeting held in June. I believe Merrill and her husband, Randy, are exercising poor judgment." He also pointed out that he was concerned with the appointment of Travis Bryant to higher management positions given that he was "a puppet". He also asked the board members and attorney John Jolley, "Who is serving as corporate counsel?" (See Exhibit 12, Hagler e-mail 8/3/12).

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

78. On August 3, 2012, a special shareholder meeting of CFRC was held. At the meeting Respondent Merrill Light voted her shares in her individual capacity and also voted the shares of the Paul B. Barringer Revocable Trust as its purported "trustee" (with Decedent Paul Barringer also described as a "Trustee" of the Revocable Trust) as set forth in Annex A to the CFRC shareholder minutes. (See Exhibit 13, CFRC shareholder minutes 8/3/12). Because Respondent Merrill Light's combined votes comprised a majority of the voting stock, Merrill

Light's motions to remove Kevin Luzak from the board of directors was approved, despite Petitioner Hampton Luzak's opposition votes. At the same meeting, Respondent Merrill Light moved to have her husband, Randy Light, appointed to the board to replace Kevin Luzak. Given that Randy Light used the same e-mail address as Respondent Merrill Light, Petitioner Hampton Luzak is informed and believes that Respondent Merrill Light moved to have her husband Randy Light seated on the board while knowing that Randy Light and/or his companies were straddled with crushing levels of debt and failed business properties. Again Respondent Merrill Light voted the two blocks of stock constituting a majority of the shares ostensibly within her control which resulted in Randy Light's appointment to the board. In effect, Respondent Merrill Light used her purported position as co-trustee of Decedent Paul Barringer's Revocable Trust to remove Kevin Luzak from the board and install her husband in Kevin Luzak's place.

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

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

81. Also on August 3, 2012, a board of director's meeting was held following the shareholder meeting. At the meeting John Jolley, the long-time estate planning attorney for

Merrill and Randy Light, along with two other attorneys appeared at the board meeting "as counsel for Mrs. Light" according to the minutes of the board meeting. No mention was made in the board minutes of any attorney being retained as corporate counsel for CFRC to replace Bradley Herring. Respondent Merrill Light and her husband Randy Light made motions to remove Kevin Luzak from all positions with CFRC and its subsidiaries and to elect Travis Bryant as the new President and CEO. On his first day on the board, Randy Light expressed his disagreement with Kevin Luzak's strategic plans for CFRC and expressed his opinion "that it is in the best interest of the Company and its shareholders to have a non-family member take over the chief executive officer position..." Mr. Hagler disagreed with the points and motions raised by Respondent Merrill Light and her husband Randy Light, and voted against them. Decedent Paul Barringer was not at this important meeting. The Lights' motions therefore passed two to one.

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

83. A subsequent board meeting was held on August 29, 2012 in which attorney John Jolley attended as the new corporate counsel for CFRC. At this meeting, Mr. Jolley, the newly retained corporate counsel, was appointed as assistant secretary of CFRC. The board also accepted the resignation of Michael Hagler. The board at this time was ostensibly composed of

Respondent Merrill Light, her husband Randy Light, and Decedent Paul Barringer. The board then voted to fill the board vacancy from Mr. Hagler's resignation with Travis Bryant. In addition, the board approved a special dividend distribution to the CFRC shareholders among other financial matters.

84. Prior to September 11, 2012, Decedent Paul Barringer controlled 20% of the CFRC voting shares and Petitioner Hampton Luzak and Respondent Merrill Light each owned 31% of the CFRC voting shares through equal gifts from Decedent Paul Barringer. On September 11, 2012 essentially all of Decedent Paul Barringer's voting shares were purportedly transferred from Decedent Paul Barringer's Revocable Trust to Respondent Merrill Light as trustee of her own revocable trust. (See Exhibit 3, supra). This purported transfer of 20% of the voting stock of CFRC gave Respondent Merrill Light voting control of the company through ownership of 51% of the voting stock. Respondent Merrill Light concealed from Petitioner Hampton Luzak for two and a half years the transfer of voting control of CFRC effected through the purported transfer of 38,271 shares of voting stock of CFRC from Decedent Paul Barringer's Revocable Trust to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust. Respondent Merrill Light has asserted in corporate litigation in the Federal District Court for the Eastern District of Virginia that she paid no consideration for the voting shares and that she received them gratuitously.

85. Decedent Paul Barringer's purported transfer of his CFRC voting stock was carried out through his signing a Stock Power form as co-trustee of his Revocable Trust. The Stock Power was witnessed by Merrill U. Barringer and Sharon Potts. Also Decedent Paul Barringer and Respondent Merrill Light both signed an Assignment of Shares dated September 11, 2012 acknowledging assignment of the 38,271 shares of CFRC voting stock to Respondent

Merrill Light as trustee of her revocable trust. The Stock Power and Assignment of Shares are attached hereto as Exhibits 15 and 16 and are incorporated herein. In the Stock Power, attorney John M. Jolley was appointed as Decedent Paul Barringer's attorney-in-fact to transfer the shares on the books of the corporation. Mr. Jolley never informed Petitioner Hampton Luzak of the stock transfer that effected the change in control of CFRC.

86. As a result of the August 2012 board changes, the CFRC board, at the time of the September 11, 2012 Assignment of Shares, was then composed of: (1) Merrill Light; (2) Respondent Merrill Light's husband Randy Light, who was strapped with massive debts, bankruptcy filings of entities he owned and controlled, and whose entities had committed what the bankruptcy trustee characterized as fraudulent transfers; (3) Decedent Paul Barringer, who was suffering from Alzheimer's disease, delusions, and acting irrationally; and (4) Travis Bryant whom independent board member Mr. Hagler described as "a puppet". Respondent Merrill Light was well-embedded in the management of CFRC. In addition, Respondent Merrill Light's estate planning attorney had become CFRC's corporate counsel, its assistant secretary, and Decedent Paul Barringer's estate planning attorney. Her positioning allowed her to conceal from Petitioner Hampton Luzak the illegal and improper transfer of their father's controlling voting shares.

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

- On December 2, 2011 Decedent Paul Barringer's MRI report disclosed a history of dementia;
- By December 15, 2011 Respondent Merrill Light's attorney John Jolley had begun performing legal work for Decedent Paul Barringer at Merrill Light's direction;

- In January 2012 Respondent Merrill Light informed Petitioner Hampton Luzak she was getting involved in their parents' estate planning;

- At the April 25, 2012 board meeting, Decedent Paul Barringer was completely confused, incoherent and had trouble forming words;

- From May 2 – 4, 2012 Decedent Paul Barringer was hospitalized due to complications from dementia;

- On May 7, 2012 Decedent Paul Barringer purportedly transferred all his voting stock in CFRC to the "Paul B. Barringer, II Irrevocable Trust dated December 4, 1998";

- On or about May 10, 2012 Dr. Bachman informed Decedent Paul Barringer, Petitioner Hampton Luzak and Mrs. Barringer that Decedent Paul Barringer had Alzheimer's disease;

- On May 11, 2012 Decedent Paul Barringer ostensibly transferred all his voting stock in CFRC to the Paul B. Barringer, II Revocable Trust dated December 4, 1998;

- On June 5, 2012 Randy Light's companies filed bankruptcy;

- Throughout June 2012, Decedent Paul Barringer continues to exhibit incoherent, delusional, erratic and irrational behavior;

- On June 28, 2012 Decedent Paul Barringer moved to remove Kevin Luzak as CEO based on accusations Respondent Merrill Light knew to be false yet she supported and seconded the attacks;

- In letters of June 28, July 1, July 12 and August 3, 2012 independent board member Michael Hagler protested Kevin Luzak's firing and the refusal by Respondent Merrill Light as a member of the board of directors to allow an investigation into Decedent Paul Barringer's accusations and competency;

- On July 20, 2012 the Paul B. Barringer Revocable Trust was purportedly amended, and on or before that date Respondent Merrill Light became a co-trustee;

- On August 3, 2012 Respondent Merrill Light as co-trustee of Decedent Paul Barringer's Revocable Trust voted the majority shares then in her control to oust Kevin Luzak as a director and voted her husband Randy Light as the new CFRC director;

- By August 29, 2012, Randy and Merrill Light's personal estate planning attorney became the corporate counsel and assistant secretary for CFRC, and Travis Bryant became its CEO and a director;

- On September 11, 2012 Decedent Paul Barringer purportedly transferred his voting stock and voting control of CFRC to Respondent Merrill Light, and appointed John Jolley as his attorney-in-fact to transfer his shares on the records of CFRC.

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

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

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

husband Randy Light who are also on the board of directors for CFRC, presenting a clear conflict of interest. Petitioner Hampton Luzak further stated to the board her understanding that "[n]o individual owns more stock in CFRC than I do." This statement confirms the fact that Respondent Merrill Light kept secret from Petitioner Hampton Luzak the transfer of voting shares initiated on September 11, 2012. Respondent Merrill Light's husband Randy Light was on the board of directors at this time and was a designated recipient of this letter. Upon information and belief, Respondent Merrill Light would have seen or been made aware of the content of Petitioner Hampton Luzak's letter; however, she never responded or refuted to Petitioner Hampton Luzak the statement "[n]o individual owns more stock in CFRC than I do."

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

92. On April 12, 2013 the bankruptcy trustee from the Eastern District of Texas in the bankruptcy case of Randy Light's company, SAC, filed an adversary proceeding against a third party, Patriot Bank, alleging that Patriot Bank received fraudulent transfers from SAC in 2010

and 2011 as described in paragraph 26 above. Based in part on the trustee's final report, the adversary proceedings resulted in the recovery of the vast majority of the funds the trustee claimed were fraudulently transferred by and for the benefit of entities controlled by Randy Light.

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

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

95. After discovering the stock sale and option grants, Petitioner Hampton Luzak wrote her father on January 21, 2015 informing him of stock being issued to Travis Bryant and promised to not "let people take advantage of you." On that same day, Petitioner Hampton Luzak through her attorney wrote CFRC seeking company records, as allowed by law in her

capacity as a shareholder, regarding the stock issuance to Travis Bryant. CFRC responded on January 30, 2015 that it received the request and would be responding thereafter.

96. On February 5, 2015, Decedent Paul Barringer purportedly executed, amended and restated for at least the third time the Paul B. Barringer Revocable Trust originally dated December 4, 1998. On that same day, Decedent Paul Barringer purportedly executed a Last Will and Testament. (See Exhibit 18, P. Barringer Will dated 2/5/15). Petitioner Hampton Luzak is informed and believes it was signed in John Jolley's office. Also on February 5, 2015, Decedent Paul Barringer purportedly executed a new Durable Power of Attorney which was prepared by John Jolley as was Decedent Paul Barringer's purported Last Will and Testament. The new power of attorney then ostensibly appointed Respondent Merrill Light as the primary attorney-in-fact and named her husband Randy Light as the alternate attorney-in-fact. Decedent Paul Barringer also purportedly revoked his December 2011 power of attorney which had named his wife Merrill Barringer as the attorney-in-fact. (See Exhibit 19, P. Barringer D.P.A. dated 2/5/15).

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

98. On February 19, 2015, a shareholder's meeting of CFRC was held by conference call. Petitioner Hampton Luzak was one of the participants in the conference call meeting. Petitioner Hampton Luzak is informed and believes that Decedent Paul Barringer did not attend the shareholder meeting. During the shareholder's meeting, there was no mention of Decedent

Paul Barringer's role on the board of directors or any change in his position as being a member of the board. According to the minutes of the meeting, Respondent Merrill Light gave her attorney John Jolley a proxy to vote the shares under her control. Those controlling shares were then voted to elect Respondent Merrill Light, Randy Light, and Travis Bryant, all current board members, and Robert C. L. Conger as a new board member. In effect Respondent Merrill Light's shares were voted to remove Decedent Paul Barringer as a member and chairman of the board of the company he built and to make her husband Randy Light chairman of the board. At the shareholder meeting there was no mention made of replacing or removing Decedent Paul Barringer from the board or as chairman of the company he spent his life building, and there was no mention of him included in the written shareholder minutes.

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

100. On February 26, 2015, Decedent Paul Barringer in a letter typed on his stationery addressed to Petitioner Hampton Luzak stated that he was astonished and disappointed that his

own daughter would be threatening to sue CFRC. Petitioner Hampton Luzak had not made any such threat.

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

102. The stock register, provided to Petitioner Hampton Luzak for the first time on or about March 13, 2015, contained an entry stating that 38,271 shares of voting stock previously held by Decedent Paul Barringer as trustee of the Paul B. Barringer Revocable Trust under agreement dated December 4, 1998 had been transferred on September 11, 2012 to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust. After this transfer, Decedent Paul Barringer held one share of CFRC voting stock. The production of the stock register on March 13, 2015 was the first time anyone disclosed to Petitioner Hampton Luzak that Decedent Paul Barringer's voting-control shares of CFRC had been transferred to Respondent Merrill Light. The transfer of those voting shares purportedly gave Respondent Merrill Light control of CFRC, in contravention of Decedent Paul Barringer's long-held intentions.

103. Following Respondent Merrill Light's engineering of the ouster of her father as a member and chairman of the board at the February 19, 2015 shareholders meeting, a special meeting of the board of directors was called for March 16, 2015. At that meeting the board discussed, approved and authorized the executive management of CFRC to interview financial

advisors about a sale of the company or its assets, which was contrary to Decedent Paul Barringer's long-held intentions. (See Exhibit 20, Board Minutes 3/16/15). With Decedent Paul Barringer no longer on the board of directors, Petitioner Hampton Luzak is informed and believes that Decedent Paul Barringer was not informed of the steps the board under Merrill Light's control had begun to take to dismantle and sell the company that Decedent Paul Barringer had worked his entire adult life to build and maintain.

104. On April 15, 2015, CFRC, under the control of Respondent Merrill Light, filed suit against Petitioner Hampton Luzak in a declaratory action in the Federal Court for the Eastern District of Virginia ("Virginia Federal Litigation") seeking, *inter alia*, declaratory relief regarding Merrill Light's proportional interest in CFRC. A significant focus of the Virginia Federal Litigation became whether Decedent Paul Barringer's purported September 2012 stock transfer to Merrill Light was carried out in breach of the terms of a 2010 shareholders agreement.

105. On that same day, CFRC, under the control of Respondent Merrill Light, canceled the medical insurance of Petitioner Hampton Luzak's family without any notice to the Luzaks.

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

Hampton Luzak, and after Ms. Luzak counterclaimed challenging the stock transfer. The late filing was completely out of character for Decedent Paul Barringer.

107. The records of Decedent Paul Barringer's long-time accountant, Bobby L. Davis, CPA of Columbia, SC, show that Randy Light, John Jolley and Travis Bryant, not Decedent Paul Barringer, handled all the interaction with Mr. Davis for preparation of the delinquent gift tax returns. None of the above-named persons who handled all the interactions with Mr. Davis were authorized as agents under any power of attorney from Barringer to contact his accountant.

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

109. According to the sworn Declaration of Dr. Paul Mazzeo, a neurologist in Port Royal, South Carolina, Dr. Mazzeo examined Decedent Paul Barringer on October 19, 2015 due

to Decedent Paul Barringer's history of memory loss. Dr. Mazzeo administered a Mini Mental State Exam ("MMSE") on October 19, 2015. Decedent Paul Barringer scored a 10 out of 30 points on the MMSE which represented severe cognitive impairment. Dr. Mazzeo diagnosed Decedent Paul Barringer with "severe senile dementia, Alzheimer's type." Dr. Mazzeo stated Decedent Paul Barringer "exhibited severe memory loss and expressive aphasia (the inability to use language to express thoughts)." Dr. Mazzeo further stated that Decedent Paul Barringer's "memory loss and expressive aphasia make it practically impossible for him to recall past events with accuracy and then find the words to express whatever recollection he may have, without his wife's assistance." Dr. Mazzeo's declaration was filed in the Virginia Federal Litigation by attorneys acting in the name of Decedent Paul Barringer but not until January 20, 2016.

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

111. On February 12, 2016 Petitioner Hampton Luzak moved and filed a brief in the Virginia Federal Litigation to stay the proceedings there while she pursued an emergency and permanent conservatorship action in the Beaufort County Probate Court for Decedent Paul Barringer. As described in Petitioner's publicly-filed Brief in Support of Motion to Stay

Proceedings (available on the federal "PACER" ECF system[1]), Barringer filed numerous motions and pleadings in that action (totaling over 30 docket entries). In addition, according to the PACER filings, Decedent Paul Barringer submitted sworn interrogatory answers on three occasions. In these sworn answers, Decedent Paul Barringer always spoke in the first person about his purported actions and decisions (*e.g.*, "I decided to give the voting stock to Merrill Light..."). Further, Decedent Paul Barringer flip-flopped regarding critical factual assertions, including changing his interrogatory answers from white to black, such as when he first denied he received dividends on his CFRC voting stock after September 11, 2012 in his Response to Interrogatory No. 16 dated December 31, 2015 and then admitted receiving dividends thereafter in his Amended Response to Interrogatory dated January 14, 2016.

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

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

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

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

115. On April 22, 2016, only two months after Decedent Paul Barringer's February 17, 2016 court filing in the Virginia Federal Litigation, Decedent Paul Barringer was examined by Dr. Paul Long and provided a Mini Mental State Exam. On this exam, Decedent Paul Barringer scored a 1 out of 30. As a court-appointed examiner in a conservatorship action, Dr. Long opined that Decedent Paul Barringer was mentally incapacitated due to dementia from Alzheimer's disease. In that probate action for a conservatorship and guardianship filed by Petitioner Hampton Luzak in February 2016, Respondent Merrill Light was forced to concur and acknowledge that Decedent Paul Barringer was legally mentally incapacitated, after initially contending that he did not need protection. Petitioner Hampton Luzak commenced the emergency and permanent conservatorship action to protect her father from undue influence

resulting in dissipation of his assets and to protect his long-term goals for his company, including his intention not to sell it.

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

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

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

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

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

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

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

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

122. On information and belief, Respondent Merrill Light exercised undue influence on Decedent Paul Barringer, to wit: Decedent Paul Barringer was in a weakened mental state and susceptible to influence; Decedent Paul Barringer was subject to Respondent Merrill Light's control; Respondent Merrill Light directed Decedent Paul Barringer to Respondent Merrill Light's attorney for execution of the alleged will; Respondent Merrill Light arranged, participated in, and/or controlled estate planning meetings among Decedent Paul Barringer, Respondent Merrill Light's own estate planning attorney and Decedent Paul Barringer's insurance agent to devise an estate plan favorable to Respondent Merrill Light; Respondent Merrill Light did not communicate truthfully with Petitioner Hampton Luzak regarding the substance of Decedent Paul Barringer's estate plans or actions; and Respondent Merrill Light

was never the sole or primary beneficiary of any previously valid will of Decedent Paul Barringer regarding CFRC stock while the alleged 2015 will purports to name Respondent Merrill Light, as trustee of Decedent Paul Barringer's Revocable Trust, as sole beneficiary.

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

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

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

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

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

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

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

128. Upon information and belief, at the time of Decedent Paul Barringer's purported execution of the alleged Stock Power and Assignment of Shares documents on September 11, 2012 as Trustee of the Paul B. Barringer, II Revocable Trust transferring the CFRC voting control stock from the name of Paul B. Barringer, as trustee to Merrill Light as trustee of the Merrill Light Revocable Trust, Decedent Paul Barringer was mentally incompetent and suffering from Alzheimer's disease and/or other dementia and lacked the requisite mental capacity to make a gratuitous or partially gratuitous transfer.

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

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

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

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

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

133. Respondent Merrill Light's misrepresentations to Decedent Paul Barringer, such as the selective presentation of board of director materials to Decedent Paul Barringer at a stage in life when he had no ability to recall or understand the context of the materials, caused Decedent Paul Barringer to purportedly transfer the voting control shares to Respondent Merrill Light. Further, Respondent Merrill Light directed Decedent Paul Barringer to her own estate planning attorney that she had used for a number of years so that Respondent Merrill Light's attorney John Jolley could take over much of the estate planning work for Decedent Paul Barringer, including the purported transfer of the voting shares. In addition, Respondent Merrill

Light used her positions as director and co-trustee to install her own estate planning attorney, John Jolley, as the corporate attorney for CFRC. Mr. Jolley then purportedly carried out the transfer of the voting shares to Respondent Merrill Light as Decedent Paul Barringer's attorney-in-fact for the transfer of shares.

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

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

136. The purported transfer of the voting control shares of CFRC exclusively to Respondent Merrill Light on September 11, 2012 constituted a change from Decedent Paul Barringer's prior pattern of distributing company stock. The transfer also constituted a change from prior arrangements for the ultimate disposition of the voting control shares.

137. Because of the dementia and Alzheimer's disease that Decedent Paul Barringer developed at least by 2011, and which worsened considerably by 2012, Decedent Paul Barringer

was highly susceptible to the undue influence Respondent Merrill Light exerted upon him to transfer the CFRC voting shares to her revocable trust.

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

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

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

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

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

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

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

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

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

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

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

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

147. On information and belief, Respondent Merrill Light exercised undue influence on Decedent Paul Barringer, to wit: Decedent Paul Barringer was in a weakened mental state and susceptible to undue influence from at least 2012 until his death in 2016; Decedent Paul Barringer was subject to Respondent Merrill Light's control; Respondent Merrill Light arranged for Decedent Paul Barringer to execute one or more trust amendments through Respondent Merrill Light's attorney; Respondent Merrill Light concealed from Petitioner Hampton Luzak all information about any of the purported trust amendments or the substance of any estate planning meetings leading up to the amendments; and upon information and belief Respondent Merrill

Light was never the sole or primary beneficiary of CFRC-related assets in any previous valid trusts or will of Decedent Paul Barringer while the alleged trust amendments in 2012 and/or 2015, upon information and belief, purported to extinguish any expectancy of Petitioner Hampton Luzak as a beneficiary.

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

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

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

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

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

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

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

153. At the time Decedent Paul Barringer purportedly executed documents, either directly or through his putative agent, attempting to deliver Decedent Paul Barringer's voting

stock in CFRC to Decedent Paul Barringer's Revocable Trust in May of 2012, he was mentally incompetent and suffering from Alzheimer's disease and/or other dementia and lacked the requisite mental capacity to validly execute and deliver such instruments of transfer; moreover, Decedent Paul Barringer was unduly influenced and/or suffering from mistake.

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

FOR A ELEVENTH CAUSE OF ACTION
(Fraud as to Respondent Merrill Light)

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

156. Respondent Merrill Light, or someone on her behalf and under her control, made false representations to Decedent Paul Barringer about the content and effect of prior board of director materials presented by Kevin Luzak to the CFRC board of directors including Decedent Paul Barringer. She also failed to correct Decedent Paul Barringer shortly before a critical board vote, when he accused Kevin Luzak of throwing a book at her and kicking him out of an earlier board meeting, even though she was present at the prior board meetings and knew Decedent Paul Barringer's accusations were delusional. The false representations and vital omissions were material as they confused Decedent Paul Barringer and induced him to purportedly transfer all of his CFRC voting stock to Respondent Merrill Light in 2012 which completely altered Decedent Paul Barringer's long time estate plans.

157. Respondent Merrill Light, who in 2012 had control and influence over Decedent Paul Barringer, was knowledgeable about the falsity of the representations made to Decedent Paul Barringer regarding the prior board of directors meeting materials or either had a reckless

disregard of their truth or falsity. Petitioner Hampton Luzak is informed and believes that Respondent Merrill Light intended for Decedent Paul Barringer to act upon Respondent Merrill Light's representations about the content and/or effect of the prior board of director materials of Kevin Luzak by inducing Decedent Paul Barringer to transfer Decedent Paul Barringer's CFRC voting stock to Respondent Merrill Light.

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

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

160. Respondent Merrill Light's actions constitute fraud, and all instruments of transfer to Respondent Merrill Light individually and/or as trustee of her own revocable trust are therefore invalid and of no legal force and effect; the alleged 2015 will is therefore invalid and of no legal force and effect; the amendments to Decedent Paul Barringer's Revocable Trust in 2012 and 2015 are therefore invalid and of no legal force and effect; any transfer caused by Respondent Merrill Light from Decedent Paul Barringer or his estate to Respondent Merrill Light and/or others is therefore invalid and of no legal force and effect; and Respondent Merrill Light should be assessed with actual damages, punitive damages, costs and attorney fees.

FOR AN TWELFTH CAUSE OF ACTION
(Conversion as to Respondent Merrill Light)

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

162. Respondent Merrill Light has wrongfully taken property from Decedent Paul Barringer and converted it to her own use, all to the damage of Decedent Paul Barringer and Petitioner Hampton Luzak.

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

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

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

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

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

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

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

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

169. A constructive trust should be imposed on Respondent Merrill Light and/or others for all misappropriated property and any benefit therefrom, including but not limited to the 38,272 shares of CFRC voting stock and any dividends or other proceeds received by her and/or others since the date of the purported transfer to Respondent Merrill Light.

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

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

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

FOR A SIXTEENTH CAUSE OF ACTION
(Breach of Fiduciary Duty; Self-Dealing; Conflict of Interest as to Respondent Merrill Light)

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

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

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

175. While ostensibly serving as co-trustee of Decedent Paul Barringer's Revocable Trust, Respondent Merrill Light caused Decedent Paul Barringer to purportedly transfer all of the trust voting shares in CFRC to Respondent Merrill Light either individually or as trustee of her own revocable trust. Respondent Merrill Light was able to cause Decedent Paul Barringer to make such a transfer because of his lack of mental capacity, Respondent Merrill Light's undue influence asserted upon Decedent Paul Barringer, or through Decedent Paul Barringer's mistake.

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

177. Respondent Merrill Light as a trustee failed to inform all trust beneficiaries of this significant and material transfer of trust assets to herself.

178. The actions described in this Complaint constitute a breach of fiduciary duties that Respondent Merrill Light owed Decedent Paul Barringer and the beneficiaries of his Revocable Trust, which Petitioner Hampton Luzak is informed and believes include herself. Respondent Merrill Light's actions constitute a breach of fiduciary duty, including but not limited to conflict of interest and self-dealing. Petitioner Hampton Luzak and the Estate are therefore entitled to compensatory damages (with prejudgment interest) and punitive damages from Respondent Merrill Light for her breach of fiduciary duties in an amount to be determined by the trier of fact.

FOR A SEVENTEENTH CAUSE OF ACTION
(Intentional Interference with Inheritancy and Gifts as to Respondent Merrill Light)

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

180. Petitioner Hampton Luzak had an expectancy under the estate plan of Decedent Paul Barringer – i.e., to inherit half of Decedent Paul Barringer's stock in CFRC, including his voting shares, and possibly other assets.

181. On information and belief, Respondent Merrill Light knew of Petitioner Hampton Luzak's expectancy under Decedent Paul Barringer's estate plan. Respondent Merrill Light directed her own attorney to take over the estate planning duties for Decedent Paul Barringer. Respondent Merrill Light also attended estate planning meetings among Decedent Paul Barringer, Respondent Merrill Light's attorney, and Decedent Paul Barringer's insurance agent, Robert Slane. Respondent Merrill Light intentionally interfered with Petitioner Hampton Luzak's expectancy through her tortious conduct that included using her fiduciary relationship as co-trustee of Decedent Paul Barringer's Revocable Trust that held Decedent Paul Barringer's CFRC voting stock and withholding critical information about Decedent Paul Barringer's mental health from the board of directors. Respondent Merrill Light also used her position as co-trustee to vote Decedent Paul Barringer's shares to oust Kevin Luzak as a director and replace him with her husband, Randy Light. She also used her close proximity to Decedent Paul Barringer to instruct him to change his votes on ousting Kevin Luzak as a director and to encourage and unduly influence Decedent Paul Barringer to harbor disdain for Kevin Luzak. This poisoning of Decedent Paul Barringer's opinion of Kevin Luzak was part of Respondent Merrill Light's actions to unduly influence Decedent Paul Barringer to transfer the voting shares and control of

CFRC away from Petitioner Hampton Luzak and her husband Kevin Luzak and to tortiously interfere with Petitioner Hampton Luzak's expectancy.

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

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

184. But for Respondent Merrill Light's intentional interference with Petitioner Hampton Luzak's expected inheritance or trust distributions, and/or gifts, Petitioner Hampton Luzak would have received at least an equal share of Decedent Paul Barringer's CFRC voting stock, as well as other possible assets of Decedent Paul Barringer's estate. Consequently, Petitioner Hampton Luzak has been damaged by Respondent Merrill Light's tortious conduct in that she has been denied her inheritance and gifts from Decedent Paul Barringer's estate plan, to which she was entitled.

185. But for Respondent Merrill Light's tortious interference with the gifts Decedent Paul Barringer planned and designated for Petitioner Hampton Luzak, Petitioner Hampton Luzak would have received such gifts from Decedent Paul Barringer upon his death, including half of Decedent Paul Barringer's CFRC voting stock that was transferred to Respondent Merrill Light through Respondent Merrill Light's actions during Decedent Paul Barringer's lifetime. Consequently, Petitioner Hampton Luzak has been damaged by Respondent Merrill Light's

tortious conduct in that she has been denied the gifts Decedent Paul Barringer established for Petitioner Hampton Luzak, to which she was entitled.

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

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

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

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

189. Consequently, Petitioner Hampton Luzak is entitled to an order from this Court commanding Respondent Merrill Light to pay for the costs and attorney fees she has incurred due to the actions of Respondent Merrill Light.

FOR A NINETEENTH CAUSE OF ACTION
(Civil Conspiracy as to Respondent Merrill Light)

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

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

192. As a direct and proximate result of the actions and conduct of Respondent Merrill Light as well as her co-conspirators, Petitioner Hampton Luzak, directly or indirectly, suffered special damages as set forth herein, including, but not limited to, the loss of the expected inheritance and gifts from Decedent Paul Barringer as desired by Decedent Paul Barringer as well as the potential loss of CFRC or parts thereof as a family business. Petitioner Hampton Luzak would show that as a result of Respondent Merrill Light's control of CFRC, CFRC has made plans to sell, and has sold, integral portions of the business. Petitioner Hampton Luzak received a letter to stockholders from Travis Bryant dated July 14, 2016 informing her that CFRC had sold three of its manufacturing facilities in a transaction that closed on June 24, 2016. Selling lumber-related portions of CFRC was antithetical to the wishes and desires of Decedent Paul Barringer and not in the best interests of the Barringer family. Because of the actions of Respondent Merrill Light, with the aid of her co-conspirators, in seizing the controlling CFRC voting stock, Petitioner Hampton Luzak will be unable to continue participating in the Barringer family business and will be unable to enjoy the lifetime benefits of having one's own business for her family to work in.

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

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

A. For an order setting aside the alleged Will dated February 5, 2015 previously admitted to probate;

B. For the Court to set aside the appointment of Merrill U. Barringer as Personal Representative due to the invalidity of the Will, and, pursuant to S.C. Code Ann. § 62-3-414, cause the Personal Representative to refrain from exercising any power of administration except as necessary to preserve the estate;

C. For an order setting aside the alleged amendments to the Revocable Trust purportedly signed by Decedent Paul Barringer on February 28, 2012, July 20, 2012, and February 5, 2015;

D. For an order declaring the transfer of CFRC voting stock on September 11, 2012 to Merrill Light, individually and/or as trustee, invalid and of no legal effect thereby setting aside the transfer of such property to Respondent Merrill Light's trust;

E. For an order declaring the May 11, 2012 transfer to the Paul B. Barringer, II Revocable Trust of CFRC voting stock invalid and of no legal effect;

F. For actual and punitive damages, costs and attorney fees against Respondent Merrill Light for fraud, conversion, breach of fiduciary duty, and intentional

interference with Petitioner Hampton Luzak's inheritance and gifts, and civil conspiracy;

G. For a constructive trust to be imposed on Respondent Merrill Light's shares of CFRC voting stock purportedly transferred to her on September 11, 2012 and any dividends or proceeds therefrom;

H. For a resulting trust to be imposed on Respondent Merrill Light and/or others for all shares of CFRC voting stock purportedly transferred by Decedent Paul Barringer to Respondent Merrill Light, individually or as trustee, and any dividends or other proceeds therefrom;

I. For prejudgment interest;

J. For attorney fees and costs; and

K. For such other relief as the Court deems just and proper.

PLAINTIFF DEMANDS TRIAL BY JURY.

[Signature Lines on Next Page]

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Respectfully submitted,

THE GILREATH LAW FIRM, P.A.

By: _____

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

and

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

and

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

ATTORNEYS FOR PETITIONER HAMPTON B. LUZAK

August 26th, 2016
Greenville, South Carolina.

BEAUFORT COUNTY SC - ROD
BK 03141 PGS 3168-3177
FILE NUM 2012025941
05/11/2012 10:56:51 AM
REC'D BY R WEBB RCPT# 676295
RECORDING FEES 21.00

10
2/Rw
McNair
8802

Durable Power of Attorney
by
Paul B. Barringer, II

(Effective Immediately)

John M. Jolley, Esquire
McNair Law Firm, P.A.
23-B Shelter Cove Lane
Hilton Head Island, South Carolina 29928

GENERAL DURABLE POWER OF ATTORNEY
Given By Paul B. Barringer, II, As Principal

KNOW ALL MEN BY THESE PRESENTS, that I, **Paul B. Barringer, II,** (hereinafter sometimes referred to as the "Principal") of Hilton Head Island, Beaufort County, South Carolina, do hereby constitute and appoint **Merrill U. Barringer** (hereinafter referred to as "Agent") of Hilton Head Island, South Carolina, as true and lawful attorney for me and in my name, place and stead to exercise the powers set forth below. In addition, I have this day also appointed **Merrill B. Light** of Hilton Head Island, South Carolina, to serve as Alternate Agent but without authority to exercise any of the powers set forth below except that if my Agent shall be unable or unwilling to serve or to continue to serve as such Agent, then my Alternate Agent shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Agent. The term "Agent" shall thereupon refer to my Alternate Agent named herein. My Alternate Agent may execute and deliver an affidavit that my Agent is unwilling or unable to serve or to continue to serve and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein. In such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

I. ASSET POWERS

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

A. **Power to Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

B. **Power to Buy.** To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate.

C. **Power to Invest.** To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds,

securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent.

D. **Power to Manage Real and Personal Property.** With respect to real and personal property; to lease, and release; to recover possession of by all lawful means; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other real and personal property; to mortgage and/or grant security interests in any real and personal property or intangibles now or hereafter owned by me.

E. **Power to Exercise Rights in Securities.** To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts), including IRA accounts.

F. **Power to Demand and Receive.** To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of all of my property and causes of action that I may have, as my Agent deems appropriate.

G. **Power with Respect to Bank Accounts.** To establish accounts of all kinds, including checking, money market, savings, and IRA accounts for me with financial institutions of any kind, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts.

H. **Power with Respect to Safe-Deposit Boxes.** To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

I. **Power with Respect to Legal and Other Actions.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

J. **Power with Respect to Insurance.** To purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my

Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder.

K. **Power with Respect to Taxes.** To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 2006 and 2036 and for any years, which are still open for audit; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; and to exercise any elections I may have under federal, state or local tax law.

L. **Power to Make Gifts.** To make gifts or other transfers without consideration either outright or in trust, (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift. PROVIDED, however, that my Agent shall not make any gifts constituting a future interest within the meaning of Section 2503(b) of the Internal Revenue Code and shall not make gifts in excess of $13,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year to any one person unless my spouse has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code and in that event such gift shall not exceed $26,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year. PROVIDED further however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall be limited to the lesser of i) the amount set forth above or ii) an amount (in total for each calendar year) equal to the greater of Five Thousand ($5,000.00) Dollars or Five (5%) percent of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.

M. **Power to Fund Trusts Created by the Principal.** To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

N. **Power to Withdraw from Trusts Created by the Principal for Expenses and Gifting.** To withdraw from any revocable trust created by me for the purpose of funding my on-going living expenses, gifts to be made by me or in my name, or fulfill other purposes delegated

to the Agent pursuant to the terms of this Power of Attorney.

It is my intent that this document shall grant to my Agent the full authority to perform any act or provide any service that I could do in my own right.

II. CARE AND CONTROL OF THE PRINCIPAL

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

A. **Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment.

B. **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

C. **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45CFR 164.502(g)(2)) for all purposes relating to my "protected health information." I do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past, or are currently providing, the undersigned with any type of medical, mental or other types of health care, to disclose to my HIPAA personal representative and any other successor HIPAA personal representative all of my health care information and all "protected health information" for the purpose of determining my capacity as defined in any such powers of attorney, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

III. **INCIDENTAL POWERS**

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation, i) to take any appropriate court action; ii) to employ, compensate and discharge such domestic, medical and professional personnel; iii) to execute and deliver any and all documents; iv) to borrow funds in my name and on my behalf for the purposes of this document; v) to supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part; and vi) to do all miscellaneous acts necessary and appropriate, including the right to open and redirect my mail, to take or deny custody of all of my important documents, and to obtain and release or deny information or records of all kinds relating to me.

IV. **THIRD PARTY RELIANCE**

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that i) third parties may rely upon the continued existence of this document until actual notice of its termination is given; ii) the powers conferred on my Agent by this instrument may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf; iii) no Person who acts in reliance upon any representations my Agent may make shall incur any liability to me for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property; and iv) all parties are authorized to release any information to my Agent without limitation and are released from any legal liability whatsoever to me for complying with my Agent's requests.

V. **RESTRICTIONS ON POWERS**

Prohibition on Power to Benefit Agent. Notwithstanding any provision herein to the contrary, my Agent shall be prohibited (except both as specifically authorized in this instrument and as the Principal has previously supported the Agent) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass directly or indirectly to my Agent or his or her estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

VI. **DURABILITY PROVISION**

Durability. This power of attorney shall not be affected by physical disability or mental incompetence of the Principal, which shall render the Principal incapable of managing the Principal's own estate. All acts done by the Agent pursuant to the power during the period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the Principal or the Principal's heirs, devisees, legatees, and personal representatives as if the Principal were mentally competent and not disabled.

VII. **ADMINISTRATIVE PROVISIONS**

The following provisions shall apply:

A. **Reimbursement of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

B. **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate my Agent to serve as my guardian, conservator and/or in any similar representative capacity.

C. **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any

actions need be taken under this instrument.

D. **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

E. **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the State of South Carolina in all respects.

F. **Revocation, Removal, Amendment and Resignation.** This instrument may be amended or revoked by me. My Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my Agent.

G. **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

H. **Bond and Accounting.** I direct that no court be authorized to require a bond, accounting or inventory.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of December, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ (L.S.)
Paul B. Barringer, II

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT
under SC Code 30-5-30(C)

I, Rebecca L. Bostick, do hereby certify that Paul B. Barringer, II personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of December, 2011.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: 05/20/2020

Attestation Page For General Durable Power of
Attorney of **Paul B. Barringer, II**

I, **Paul B. Barringer, II**, the Principal, sign my name to this instrument this 15th day of December, 2011, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Paul B. Barringer, II

We, John M. Jolley and Rebecca L. Bostick, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally, and to the undersigned authority, that the Principal signs and executes this instrument as the Principal's Power of Attorney and that the Principal signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Principal and in the presence of each other, hereby sign this Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Witness

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Subscribed, sworn to and acknowledged before me by **Paul B. Barringer, II**, the Principal and subscribed and sworn to before me by John M. Jolley, witness, this 15th day of December, 2011.

Notary Public for South Carolina
My Commission Expires: 05/20/2020
(NOTARY SEAL)

LUZAK V. LIGHT, ET. AL.
CASE NO. 1:15-CV-501-AJT-IDD
FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PAUL BARRINGER PRIVILEGE LOG
October 15, 2015

Doc ID Start	Doc ID End	Sender/Author	Recipients	Date	Subject	Privilege
PBARRINGER-000048		John Jolley, Esq.		1/30/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000049	PBARRINGER-000050	John Jolley, Esq.	Robert Slane	2/15/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000051	PBARRINGER-000052	John Jolley, Esq.	Robert Slane cc: Becki Bostick	2/15/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000053	PBARRINGER-000054	John Jolley, Esq.		2/23/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000055	PBARRINGER-000056	John Jolley, Esq.	Robert Slane cc: Becki Bostick	2/22/2012	Email string re Paul Barringer Trust	Attorney-Client
PBARRINGER-000057		John Jolley, Esq.	Paul B. Barringer, II Merrill U. Barringer	2/21/2012	Letter to Mr. and Mrs. Barringer re Paul Barringer Trust and Merrill U. Barringer Will	Attorney-Client
PBARRINGER-000058	PBARRINGER-000087			2/28/2012	Paul B. Barringer First Amendment and Restatement of Revocable Trust Agreement	Attorney-Client
PBARRINGER-000088	PBARRINGER-000089	John Jolley, Esq.	Robert Slane	3/12/2012	Email string re Paul Barringer Restated Trust 2012	Attorney-Client
PBARRINGER-000090	PBARRINGER-000095	John Jolley, Esq.	Paul B. Barringer, II	3/26/2012	Letter and bill for services rendered re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000096		John Jolley, Esq.	Robert Slane	3/27/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000098	PBARRINGER-000099	John Jolley, Esq.		4/9/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000100	PBARRINGER-000101	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merril B. Light and Robert Slane	4/9/2012	Draft memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000102		John Jolley, Esq.		Undated	John Jolley, Esq. notes on Paul Barringer's July 2011 Financial Statement	Attorney-Client
PBARRINGER-000103	PBARRINGER-000104	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merril B. Light and Robert Slane	4/9/2012	Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000105	PBARRINGER-000106	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merril B. Light and Robert Slane	4/9/2012	John Jolley, Esq. copy of Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts with Mr. Jolley's Notes	Attorney-Client
PBARRINGER-000107		John Jolley, Esq.		Undated	John Jolley, Esq. notes on Paul Barringer's July 2011 Financial Statement	Attorney-Client
PBARRINGER-000108	PBARRINGER-000110	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merril B. Light and Robert Slane	4/11/2012	Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000112		Robert Slane	John Jolley, Esq.	4/18/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000113		John Jolley, Esq.		5/1/2014	Notes re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000114	PBARRINGER-000115	John Jolley, Esq.	Paul B. Barringer, II Merrill U. Barringer	5/17/2012	Letter to Mr. and Mrs. Barringer re estate planning	Attorney-Client
PBARRINGER-000116	PBARRINGER-000144			7/20/2012	Second Amendment and Restatement of Paul Barringer Reviocable Trust Agreement	Attorney-Client
PBARRINGER-000145		John Jolley, Esq.		6/12/2014	Notes re Paul Barringer estate planning	Attorney-Client

LUZAK V. LIGHT, ET. AL.
CASE NO. 1:15-CV-501-AJT-IDD
FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PAUL BARRINGER PRIVILEGE LOG
October 15, 2015

Doc ID Start	Doc ID End	Sender/Author	Recipients	Date	Subject	Privilege
PBARRINGER-000146		John Jolley, Esq.	Paul B. Barringer, II	1/10/2013	Email re Paul Barringer estate planning	Attorney-Client

			Coastal Forest Resources Company - Stock Register as of February 30, 2014		
Issue Date	Class	Stock #	Shareholder Name	# Shares	
10/3/2004	Voting	1	Paul B Barringer		Transferred 5/7/12 Cert. #13 38,272 sh.
10/3/2004	Voting	2	Merrill B. Light	59,521	
10/3/2004	Voting	3	Hampton B. Luzak		Transferred Cert. #11 59,521 sh.
10/3/2004	Voting	4	Stephen H. Conger, Jr.		Cancelled 4/29/10 27,621 sh. (redeemed)
10/3/2004	Voting	5	Robert C.L. Conger	19,901	
10/3/2004	Voting	6	Robert C.L. Conger as Trustee u/a/w Stephen H. Conger, Jr., dtd 12/22/94 bfo Stephen H. Conger, III	3,929	
10/3/2004	Voting	7	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Geoffrey A. Hardee	1,519	
10/3/2004	Voting	8	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Robert C.L. Conger, Jr.	2,701	
10/3/2004	Voting	9	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Lewis F. Conger	2,701	
10/3/2004	Voting	10	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Mary Sue Conger	2,701	
12/31/2008	Voting	11	Anne Hampton Barringer Luzak and Guardian Trust Company, FSB, Trustees of the AHBL 2008		Transferred to Cert. #12 59,521 sh.
			Irrevocable Trust B U/A dated December 17 2008		
10/28/2009	Voting	12	Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008		
			Irrevocable Trust B U/A dated December 17 2008	59,521	From Cert. #11 59,521 sh.
5/7/2012	Voting	13	Paul B. Barringer, Trustee of the Paul B. Barringer Irrevocable Trust U/A Dated December 4,1998		From Cert. # 1 - Cancelled 5/11/12 38.272 sh
5/11/2012	Voting	14	Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust U/A Dated December 4,1998		From Cert. # 13; - Cancelled 38272 sh to Cert's 15 & 16
9/11/2012	Voting	15	Paul B. Barringer, II, Truste of the Paul B. Barringer Revocable Trust dated 12/4/1988	1	From Cert #14
9/11/2012	Voting	16	Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust dated 2/21/2008	38,271	From Cert. # 14
12/1/2013	Voting	17	J. Travis Bryant	1	
			TOTAL SHARES ISSUED	190767	

CFRC 000628

COASTAL FOREST RESOURCES COMPANY

BOARD OF DIRECTORS MEETING MINUTES

JUNE 28, 2012

A special meeting of the Board of Directors ("Board") of Coastal Forest Resources Company ("CFRC") was held on June 28, 2012 pursuant to notice duly delivered to the members of the Board as required by the Bylaws of CFRC. Paul B. Barringer, II, Kevin M. Luzak, Merrill Light and Michael B. Hagler, all of CFRC's directors, were in attendance, as was Bradley J. Herring, the company's counsel, and Samuel W. Johnson, Mr. Herring's law partner; Merrill Barringer joined the meeting while in process. All attendees participated telephonically.

The meeting was called to order at 3:30 p.m. Eastern Standard Time, and Kevin Luzak opened the meeting by endeavoring to discuss the timeline of events which ultimately led to Paul Barringer's attempt to dismiss Mr. Luzak from his position as President and CEO of CFRC. He indicated that he and Mr. Barringer initially met on June 19 to discuss various issues, and Mr. Barringer's two main concerns related to, first, Mr. Barringer's position that he and Mrs. Light had been thrown out of the most recent meeting of the Board which had been held in Charleston, South Carolina, and second, that slides containing various information which was to have been discussed with the Board had been withheld by Mr. Luzak and Mr. Barringer believed that Mr. Luzak had failed to keep him informed of his activities as President and CEO. At the meeting on June 19, Mr. Barringer told Mr. Luzak that he was dismissing him from his position as President and CEO.

Mr. Luzak responded that Mr. Barringer and Ms. Light were not thrown out of the preceding Board meeting, at which point Mr. Barringer indicated that the current meeting had been called for the purpose of hiring an independent third party to investigate the alleged activities of Kevin Luzak in his capacity as President and CEO of CFRC leading to the effort to terminate his employment and that he was not in favor of taking such action.

Mr. Luzak indicated that he did not believe the Board could act appropriately in dismissing him without proper information, and he vehemently disagreed with Mr. Barringer's allegations against him. He noted that the Board has a fiduciary duty to the shareholders to determine what happened and to base its decision on those actual events.

Mr. Barringer again indicated he was not interested in an independent investigation, and further noted that Mr. Luzak had requested a $1,000,000.00 check, which Mr. Luzak denied. Mr. Luzak noted that at the prior Board meeting, he had requested an independent compensation consultant to determine the fair level of compensation to him.

Mr. Hagler indicated that he needed information related to the allegations in order to make a decision regarding Mr. Luzak's position with CFRC, and at this point did not know anything about the allegations.

At this point, Mr. Barringer indicated that one of the main reasons Mr. Luzak needed to be dismissed was due to his greed. He continued that Mr. Luzak was the greediest person he knew.

Mr. Luzak then made a motion to retain an independent qualified third party to investigate the allegations related to his alleged activities. Mr. Hagler seconded the motion. Mr. Luzak and Mr. Hagler voted for the motion, and Mr. Barringer and Mrs. Light voted against it, so the motion failed.

Mr. Barringer next made a compound motion to remove Mr. Luzak from all offices with CFRC effective immediately and to appoint himself as President and CEO of CFRC. At this point, Mr. Herring pointed out that due to conflicts of interest concerns, it was his opinion that Mr. Barringer and Mr. Luzak would not be disinterested directors in connection with the vote on this motion. Mr. Barringer then withdrew the compound motion and made a single motion that Mr. Luzak be removed from all offices effective immediately, and Mrs. Light seconded the motion. Mr. Barringer and Mrs. Light voted for the motion and, Mr. Luzak and Mr. Hagler voted against the motion. Mr. Herring noted that he believed Mr. Luzak's voting against his own removal from office was a conflict of interest and therefore he was not a disinterested director. Therefore, the motion carried by a vote of the majority of the disinterested directors on a 2 to 1 basis. Mr. Luzak noted for the record that he disagreed with Mr. Herring's position that his vote against his removal constituted a conflict of interest.

Mr. Barringer next made a single motion that he be appointed President and CEO of CFRC, and Mrs. Light seconded the motion. Mr. Barringer and Mrs. Light voted for the motion, and Mr. Luzak and Mr. Hagler voted against the motion. Mr. Herring noted that Mr. Barringer also had a conflict of interest in voting for himself as President and CEO, and that, in any event, the motion did not obtain the affirmative vote of a majority of the directors; therefore, the motion did not pass. Mr. Herring noted that the result is that the office of President and CEO of the CFRC remains vacant.

Mr. Barringer next made a motion to adjourn the meeting, which motion was seconded by Mrs. Light. Mr. Barringer and Mrs. Light voted for the motion, and Mr. Luzak and Mr. Hagler voted against the motion, so it did not pass, and the meeting continued.

Mr. Hagler noted that he was concerned that Mr. Barringer sounded confused during the course of the meeting and was concerned about Mr. Barringer's understanding of the facts. Mr. Hagler asked Mr. Barringer to reconsider the independent third party to look into Mr. Barringer's allegations. Mr. Barringer then made a second motion to adjourn the meeting which was seconded by Mrs. Light, and Mr. Barringer, Mr. Luzak and Mrs. Light voted in favor of the

motion. Mr. Hagler voted against the motion and it passed by a 3-1 vote. The meeting was then adjourned at 4:10 p.m. Eastern Standard Time.

Respectfully submitted,

_____

Bradley J. Herring
Corporate Counsel

Fulcher Hagler LLP
ATTORNEYS AT LAW SINCE 1946

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
Post Office Box 1477 · Augusta, Georgia 30903-1477
One 10th Street, Ste. 700 · Augusta, Georgia 30901
Telephone: (706) 724-0171
Direct Fax: (706) 396-3615
Email: mhagler@fulcherlaw.com
Admitted in GA only

June 28, 2012

EMAIL: bjherring@poynerspruill.com
Mr. Bradley J. Herring
Poyner & Spruill LLP
130 South Franklin Street
Rocky Mount, North Carolina 27804-5707

RE: June 28, 2012 CFRC Board Meeting

Dear Brad:

I write this letter as the sole independent member of the board of directors of Coastal Forest Resources Company. I am not acting in any capacity as legal counsel for any board member, myself, the company, or any shareholder. As we discussed on the phone after the meeting, I must raise the following issues:

1. I do not believe the motion to remove Kevin as president and CEO of the company passed. I am not familiar with Virginia law. I have not reviewed the by-laws. However, if Kevin cannot vote on a motion terminating Kevin, and if Paul cannot vote on a motion hiring Paul, then how can either of them vote on either motion when, prior to either motion being made, Paul made a compound motion to fire Kevin and hire Paul. That compound motion made the board aware one of Paul's goals in firing Kevin was to get Kevin's job. If that were the case, then certainly both votes cause both interested directors to be in a conflict position. Therefore both votes failed with a one/one tie between Merrill and me. As director, I believe Kevin remains the CEO and president of the company.

2. I mean no disrespect to Paul, but as I discussed in the meeting, I am concerned about Paul's mental state. If Paul is voting and acting based on facts that exist in his mind but nowhere else, is his vote valid? Can the directors and the company act when a fellow director appears to be confused? On more than one occasion during the meeting, Paul actually cast his vote in the opposite way he meant to cast the vote until he was corrected and coached by whoever was in the room with him. The remaining board members and the company's attorneys heard Paul being coached in the background. And, to further complicate matters; if Merrill for some unknown reason was coaching Paul, is she conflicted out?

3. I remain concerned about the complete lack of any investigation into Paul's confusing allegations, and what I, as a director, should do or not do under these circumstances. Is it proper for Coastal Forest Resources Company corporate counsel to provide me with an opinion that I am entitled to have the company retain legal advice of my choosing to help me understand my duties as director under these unfortunate circumstances?

I repeat, I believe Kevin remains chief executive officer and president of the company until the shareholders have a meeting, successfully elect a new board, and that new board, if it so wishes, changes officers. I am curious, who has the authority to call the new board meeting if there is no CEO or president?

Very truly yours,

Michael B. Hagler

MBH:cr

Poyner Spruill LLP

Bradley J. Herring
Partner
D: 252.972.7081
F: 252.972.7045
bherring@poynerspruill.com

June 29, 2012

Michael B. Hagler, Esq.
Fulcher Hagler LLP
Post Office Box 1477
Augusta, GA 30903-1477

RE: CFRC Board Meeting

Dear Mike:

Thank you for your letter dated June 28, 2012. I wanted to respond to the points which you have raised as follows:

1. The issue regarding the conflict of interest was a difficult one, which I and several of my partners reviewed at length over the last several days and have reconsidered in light of the events of yesterday and the points you raised in your letter. We found no case law which provided any guidance directly related to the issue of conflicts of interest in the context of a director voting for or against removal of himself as an officer of a corporation, but the director clearly has a financial interest in the outcome of that decision. Our opinion that a conflict existed was a considered opinion and certainly not a snap judgment made during the course of the meeting. The fact that it became obvious that if the motion to remove Kevin passed, Paul would then make a subsequent motion to have himself appointed as President and CEO does not change our opinion. We do not believe that the fact that Paul voted in favor of Kevin's removal in and of itself constitutes a conflict of interest simply because the passing of such motion would lead to a second motion in which Paul would have a conflict.

2. Your concern related to Paul's mental state and confusion is something that needs to be ultimately considered by the courts. I have not checked in the South Carolina statutes, but in North Carolina, any individual or corporation can have another individual declared incompetent, but it obviously involves a court proceeding. In the event you believe that in your role as a director this is something you should pursue, then I believe you are clearly within your right to do so.

3. Finally, with respect to CFRC retaining legal advice on your behalf, I do not see anything in the Bylaws which provides for reimbursement of legal expenses in the context of your fulfilling fiduciary duties or performing other actions which you might be taking as a director. Likewise, I am unable to find anything in the Virginia statutes authorizing or requiring a corporation to retain legal counsel for directors. There are provisions for reimbursement of expenses of a director who is a party to a proceeding involving the director's potential liability in his capacity as a director, which is different from the current situation. I understand that Merrill has obtained separate counsel to advise her, and if CFRC has agreed to reimburse her for those expenses, I believe it, however, would be appropriate for CFRC to reimburse you and any other director who desires to retain separate counsel. That would be something CFRC would have to voluntarily agree to do.

With all due respect, I disagree with your conclusion that Paul was conflicted in voting for Kevin's removal. I recognize the possibility that my position may be incorrect, and I told Kevin of my position on conflicts of interest prior to the meeting and have also discussed it with him this morning, and in both

instances indicated that the issue ultimately could be determined in a court proceeding if he or any other director were so inclined.

Also, with respect to calling a new board meeting, you have raised an interesting question in that the Bylaws indicate a board meeting shall be held upon the call of the President. If there is no President, it follows that a special meeting cannot be called, unless all directors consent, or unless a vice-president is authorized to act on behalf of the president if that office is vacant (which is not addressed in the bylaws or statutes). As a practical matter, it would appear that if a meeting of the board were held and further action was proposed relating to Kevin's removal (or reinstatement) by Paul, the results would be the same.

I welcome and appreciate your input on these issues.

Very truly yours,

Bradley J. Herring
Partner

BJH:nmm

From: Kevin Luzak kluzak@cfrc.co
Subject: Fwd: 120701 CFRC board issue - Paul
Date: July 1, 2012 at 2:59 PM
To: Hampton Luzak hamptonluzak@me.com

Kevin Luzak

Begin forwarded message:

From: <MHagler@fulcherlaw.com>
Date: July 1, 2012 2:25:38 PM EDT
To: <merrillig@aol.com>
Cc: <kluzak@cfrc.co>, <BHerring@poynersprulll.com>
Subject: 120701 CFRC board issue - Paul

Dear Merrill,

<<120628 Brad - Opinion on Vote.pdf>> <<120629 Brad response.pdf>>

Attached is my letter to Brad objecting to the CFRC board vote and his reply.

Merrill, you might consider this an unwelcome intrusion into an unfortunate family matter, but it has been brought to the company board. I respect both Paul and Kevin and their management of company affairs. You have all three been very kind to me over the years. I simply need more facts.

The person who attended the April board meeting, who called me last Saturday, and who attended the meeting Thursday was not Paul. He is in Paul's body, but he seems to be ill and not thinking or acting rationally. I know you love and respect your father very much, but, if he is ill, following his lead down this possibly destructive path does not protect him. Would you allow him to drive if he were suddenly blind?

The current course of action may harm your father and the company he loves so much. I understand it must be extremely difficult to disagree with your father, but we must act in the company's best interest. And I cannot know how to do that if you do not vote for an investigation. Do you know something about the situation that has not been discussed or disclosed to me? Is there something I do not understand?

From my observations, your father does not seem to be acting rationally. If he is not, allowing him to run the company may have a substantial negative effect on its value. What if he next misunderstands the company's management team and fires them? Or worse, what if they hesitate to contradict your father for fear of retribution and follow some irrational order. Could this harm your future; your children's; your father's?

My choices are limited. I could do nothing. If you vote with your father in the shareholders' meeting, then it may all be for naught anyway. I could try to convince you to change your investigation vote and delay the shareholders' meeting until the investigation is complete. This seems the path of least resistance for the company and the Barringer family. But again, perhaps I am missing something.

I contacted Virginia corporate counsel yesterday to examine my duty and whether I must pursue an injunction requesting a Virginia court rule on the conflict issue, enjoin Kevin's removal, notice your and your father's depositions, require the production of evidence, and rule on your father's capacity to vote his shares.

Merrill, I urge you to reconsider what is best for your father, your family, and the company.

Michael B. Hagler
One 10th Street, Suite 700 • Augusta, Georgia 30901
P. O. Box 1477 • Augusta, Georgia 30903-1477
Main: (706) 724-0171

Cell: (706)-564-4578

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6 July 2012

Mr. Paul B. Barringer, II
14 South Calibogue Cay Rd.
Hilton Head, SC 29928

Mrs. Merrill B. Light
9 Wild Heron Point
Hilton Head, SC 29928

Mr. Michael B. Hagler
Fulcher Hagler LLP
One 10th Street
Augusta, GA 30901

Mr. Kevin M. Luzak
167 East 71st Street
New York, NY 10021

Dear Dad, Merrill, Mike, and Kevin,

I write this letter as a shareholder of Coastal Forest Resources Company ("Coastal") to demand that the board take immediate action to address my father's incapacity due to illness to serve as a Coastal board member or officer, and to remedy the breaches of fiduciary duty which occurred at the June 28, 2012 board meeting. This includes postponing the shareholder's meeting noticed (although deficiently) for July 16, 2012, and taking steps to assure that Coastal has leadership during this period of transition by affirming that Kevin Luzak continues to serve as President and CEO until the board can act on an informed basis to determine whether Coastal's best interests are served by a change.

The past several weeks have been very difficult for my family and, I would imagine, for Coastal. I have been in a nightmare that won't seem to end. I am watching my father's illness progress at a shocking pace, I see my family making terrible decisions with respect to taking care of him, and I see the effect that these misguided decisions are having on Coastal and everyone involved with it. The last thing that I ever wanted to do was write a letter discussing what could and should have been handled as a private family matter. Kevin and I have made every effort to convince my family to confront my father's disease in a way that is best for his health while preserving his dignity and preventing damage to Coastal, but my family appears unable or unwilling to do the right thing here. I am therefore forced to

make this formal demand for action and to lay out the facts which can no longer be ignored.

My father has been undergoing treatment for dementia for quite some time. We recently learned in a meeting that I attended with an MUSC neurologist that my father has been diagnosed as suffering from a form of Alzheimer's Disease. I, my mother, and my sister have been aware of his condition for several months.

As a family, we have had every opportunity to address my father's health, and to make the changes that it necessitates in his everyday life, privately. One of these changes is the need to transition him, with all of the dignity and respect that he deserves, out of his role as a fiduciary for the company that he created and built with such success. A man who is suffering from Alzheimer's Disease is not capable of serving as a fiduciary or officer making decisions that impact the lives of hundreds of employees or the financial the position of and shareholders.

We have, as a family, unfortunately found it impossible to come to grips with the reality of his illness. We have not been able to make a decision that is excruciatingly painful but absolutely and clearly necessary – the decision to confront my father with his disease and to focus his attention away from business and toward taking steps to protect his health and wellbeing.

The results of this failure to act promptly and appropriately are becoming vividly clear. My family voted at the June 28 board meeting to fire Kevin on the basis of a combination of delusion, deep confusion, and ridiculous and unfounded challenges to his character. My family voted down a motion that the board obtain an independent third party to investigate these allegations so the board could make responsible decisions on an informed basis. Worse, my family voted in favor of a motion to install my father, who has Alzheimer's Disease, as President and CEO of the company. The shareholders are now being asked to elect a board designed to ensure that my father, despite his condition, is elected to replace Kevin as President and CEO. These actions constitute serious breaches of fiduciary duty that must be remedied immediately.

I cannot allow my family to jeopardize my father's reputation and his stature by putting him in a position to unknowingly cause extraordinary damage to his life's work and to the people and the institutions that are its stakeholders. Moreover, I cannot permit my sister to assume the extraordinary liability that will rest with her and her husband for any damage that occurs as a result of their electing my father as President and CEO with knowledge of his impaired condition. My parents have placed her in an unimaginably difficult position that is simply not fair.

My husband is an honest and honorable man who has been involved with Coastal for more than 18 years. He has been a strong and loyal partner to my father, and has taken greater and greater responsibility over the past eight years, when he has been president and later CEO of the company. My father has thrown out a laundry list of

delusional and unfounded accusations, starting with an event that never occurred. He believes that Kevin threw him and Merrill out of the April 22 board meeting, and that one of the meeting attendees threw a book at Merrill. This event NEVER OCCURRED. You directors were in the room; you all know that it did not occur.

He has also apparently believes that Kevin was trying to kick him out and sell or take control of the company. He bases this accusation on a pile of papers that he thinks he "discovered" that outlines the plot. The papers that he discovered had actually been given to Merrill by Kevin, and were copies of pages from presentations made at the February 2012 board meeting, which my father chaired, and a March 2011 executive committee meeting that he attended. He has no recollection whatsoever of either meeting, or of ever having seen any of the materials that he "discovered."

My father also objects to the strategy that Kevin has been pursuing (in a fully transparent manner with knowledge of the board) to diversify the company's operations in an effort to grow the business and to generate larger and less risky cash flow. All of us, including Kevin, are willing to honor this objection and to refocus on core operations if that's what the board wants us to do. However, my father has implied that Kevin was pursuing this strategy behind backs of the board and shareholders, which is absolutely untrue. The presentation that he "uncovered" from the March 2011 and February 2012 meetings were only two among many examples of presentations that Kevin has made to the executives, to the board, and to my family outlining his goals and the manner in which he wanted to achieve them (including detailed budgets). We all knew exactly what he was doing, and my father simply forgot about it.

Lastly, my father recently characterized Kevin as the "greediest person he has ever met." He bases this comment on the allegation that Kevin asked for a check for $1 million at the last board meeting. This request NEVER OCCURRED. My father was also put off by Kevin's request that an independent compensation committee be formed by the board and that this committee work with an independent compensation advisory firm to evaluate Kevin's compensation. Kevin did in fact make this request, and he was motivated by the desire to put in place a process that would give shareholders confidence that his compensation was independently set and was reasonable. I cannot understand how this proposal can in any way be thought of as "greedy."

Kevin has attempted to deal with my father's accusations in a responsible and respectful way. Several weeks ago, following my father's attempt to terminate him as CEO but prior to the recent board attempt to terminate him as president, Kevin asked that the Company retain an independent, qualified third party to examine my father's allegations. The motive behind this request was very clear – he wanted to give us all a chance to gain the facts, which clearly demonstrate that my father is confused, has a severely deteriorated short-term memory, and is suffering from

delusions. Having done so, it was Kevin's hope that everybody would be able to move on to confront and deal with the illness. This request was refused.

I then made the same request, privately, to my sister and my father. My motivation was the same. I wanted to get the facts on the table so that we would all be able to confront them and make the right decisions. I did not receive an answer from either of them. It is not fair to Kevin or Coastal's shareholders to leave these allegations of wrongdoing unaddressed, or to bury the truth of my father's mental impairment when so much is at stake.

Finally, Kevin called a board meeting on June 28 to formally request that the board authorize an independent investigation into my father's allegations. This board meeting was the first instance in which a person outside of the family, Mike Hagler, was made aware of my father's actions and his intent. Mike responded as any director who is aware of his fiduciary obligation to stakeholders must respond in this situation. He agreed an investigation should take place so that the board could act on an informed basis. In the email he sent to Merrill after the board meeting, he made note of my father's obvious confusion and his inability to distinguish fact, and was uncomfortable about what he thought was a great deal of "coaching" of my father during the board call by my mother and my sister. Mike and Kevin voted for the investigation, my father voted against it. My sister joined my father in voting against Kevin's proposal, which was therefore set aside.

Merrill's vote was extremely upsetting to me because she is very aware of the reality of our situation. She has told me many times, though, that she feels she cannot go against my father's wishes. She has had a great deal of guilt placed on her, and she also feels that it's my father's company to do with as he wants. However, despite my father's enormous past contributions, Coastal is the shareholder's company, not my father's, and Merrill's fiduciary responsibility requires her to act in accordance with the best interests of the company and its shareholders, rather than from a sense of parental loyalty that is misguided even if well intended.

The idea that the family does not want my father's allegations against Kevin to be examined speaks volumes. They will apparently go to any length to hide my father's illness. They will sacrifice my husband despite his unqualified success at building and running CFRC, which just enjoyed what I am told are its highest monthly and highest quarterly earnings ever. They will jeopardize the livelihood and financial condition of all of the company's employees and stakeholders. These actions will place my sister in a position where she will bear liability for any financial damage done to these stakeholders by my father should he gain control of the company. And finally, they will abandon me and my son, throwing us to the curb with Kevin.

And to what end? To keep a secret for a few weeks or months? I cannot not permit this to happen. There is too much at stake for all concerned.

I have presented the facts to all of you to consider once more before you move a single step further down this path. My family is making a huge mistake that is literally unbelievable. They must stop and consider what they are doing and they must address my father's health issues rather than try to hide from them.
I therefore demand that the board take immediate and appropriate action to remedy the breaches of fiduciary duty which occurred at the June 28 board meeting, and to stop any further breaches of fiduciary duty from occurring. First, the board should take all necessary steps to address my father's incapacity to serve as a Coastal board member or officer. The shareholder meeting deficiently noticed for July 16 should be postponed, and a suitable replacement for my father should be identified to take his place on the board. Until this board transition occurs, the board should affirm that Kevin continues to serve as President and CEO until the board can act on an informed basis to determine whether Coastal's best interests are served by a change. (The vote on Kevin's removal at the June 28 board meeting deadlocked 2-2, and Mr. Herring was not authorized by the board or qualified to render an opinion on Virginia law or to nullify the vote. Further, Mr. Herring has acknowledged in a letter to Mr. Hagler that his opinion nullifying Kevin's vote has no support in the case law, and that his position may be incorrect.) If an independent board acting solely in the best interest of Coastal determines that a leadership change is warranted, Kevin will assist, if requested, in identifying a person suitable to take his place, which he would do as quickly as possible. If the board has any doubt about Kevin's performance based upon my father's allegations, I (and he) would continue to welcome a thorough and independent review of each and every one of these allegations and would ask that you authorize it immediately.

It is time to make the right decision, and to do what is right for my father and his legacy. As a shareholder, I must and will hold the board accountable for their actions as fiduciaries for the Coastal shareholders.

Sincerely,

Hampton

cc: Mr. Bradley J. Herring
Poyner & Spruill LLP
P.O. Box 353
Rocky Mount, NC 27802

Mr. Michael R. Smith
King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309

July 6, 2012

Mr. Bradley J. Herring
Poyner & Spruill LLP
P.O. Box 353
Rocky Mount, NC 27802

Dear Brad:

I write to express my concern regarding your role in the leadership and governance crisis currently existing at Coastal Forest Resources Company ("CFRC" or the Company), for which you serve as counsel, and to instruct that you cease participation in the attempt to hold a special shareholders meeting to change the board membership.

As you know, the CFRC Board held a special meeting on June 28, 2012 to address allegations of misconduct made against me by CFRC director Paul Barringer. Several of these allegations related to the April 22, 2012 board meeting which you attended in person. Paul alleges that I threw him and Merrill out of that board meeting, and that someone "threw a book" at Merrill. As a participant in that meeting, you have first hand knowledge that neither of those actions occurred.

At the June 28 board meeting, I made a motion that the board take the responsible action of engaging an independent third party to investigate the allegations of wrongdoing that Paul made against me. Rather than counsel the board regarding its fiduciary responsibility to become fully informed before taking action, or offering your own recollection of the events which transpired at the April 22 board meeting to refute Paul's delusional allegations, you stood by silently as Paul called for a vote on the motion. Further, despite Paul's obvious self-interest in avoiding an independent investigation to determine the validity of the baseless charges he made against me, you offered no opinion on whether Paul was a disinterested director for purposes of the motion to investigate his allegations.

You also stood by silently as Paul used allegations you knew to be unfounded as part of the basis for a motion to remove me from my positions with CFRC and to appoint himself as President and CEO. At this point, without a request or authorization from the board, you volunteered your interpretation of Virginia corporate law regarding who would be considered a "disinterested director" for purposes of Paul's motion. When the motion to remove me from my offices deadlocked at 2-2, you intervened, again without request or authorization from the board, to nullify my vote and unilaterally declare that the motion to remove me carried 2 to 1.

I have since learned that you have acknowledged that your views lack case law support and that you are not qualified to render opinions on Virginia law. In an undated letter you wrote in response to Mr. Hagler's letter to you dated June 28, 2012 questioning your conflict of interest opinions, you acknowledged that you had found "no case law

which provided any guidance" related to the director conflict of interest issues on which you opined and apparently based your unauthorized action in purporting to nullify my vote. Even after admitting that your positions have no support in case law, you did not articulate what, if any, other authority does support your determination that the vote of an interested director can or must be disregarded under Virginia law, or that you had the power to nullify my vote. Further, you candidly acknowledged that your position "may be incorrect." I am certainly not aware of any provision of Virginia corporate law or the CFRC By-Laws which precludes a director with interest in a matter under consideration from voting on that matter, or which requires that such vote be disregarded.

I am concerned that you did not disclose this information or otherwise qualify your opinions at the board meeting. I am also concerned that you did not disclose when offering your opinions on Virginia law that you are not a member of the Virginia bar, and that the only jurisdiction in which you are admitted to practice (according to your website) is North Carolina.

Not only did the board not request or authorize you to determine whether any votes at the June 28 meeting should be nullified, the board has never bestowed on you any power or authority to break director voting deadlocks, or serve as arbiter of a dispute among board members regarding whose votes shall be counted under Virginia law or the CFRC By-Laws.

Your actions and determinations at the June 28 board meeting regarding whether my vote counted on the motion to remove me were both unauthorized and legally erroneous, and must therefore be disregarded. For these reasons, I am in agreement with Mr. Hagler's position set forth in his June 28 letter that the motion to remove me from my offices at CFRC failed to pass and that I therefore remain President and CEO of CFRC.

Finally, I am becoming concerned that you have lost sight of your obligation to act on behalf of CFRC rather than on behalf of any particular CFRC board member or shareholder. Hampton recently received from you a Memorandum and a document titled Notice of Special Shareholders' Meeting which purports to call a special shareholders' meeting on July 16, 2012. The Notice is deficient in several respects, and does not identify who is calling the meeting or why they have the right to call a special meeting. You certainly do not have the right to call a special shareholders meeting under the CFRC By-Laws. Further, as calling and noticing a special shareholder meeting in this instance is not an action of the board or CFRC, but can only be individual action by one or more shareholders, you do not have the authorization as counsel for CFRC to act on behalf of one or more shareholders instead of the corporation.

I believe your actions at the June 28 board meeting and in working individually with Paul and/or Merrill (if that is the case) to aid them in attempting to call a special shareholders' meeting demonstrate that you may have a conflict of interest that disables you from representing the corporation or any shareholder in connection with the special meeting.

As President, CEO, and a director of CFRC, I instruct that you cease all participation in the attempt to hold a special shareholders meeting in connection with the Notice you circulated, and that you cease providing any individual shareholder counsel or assistance in connection with such a meeting.

Finally, as set forth above, you have taken several actions to support Paul and Merrill's attempt to remove me from my offices and from the board and to install Paul as President and CEO of CFRC. You have taken these actions despite having witnessed Paul's erratic and confused behavior beginning with the April 22 board meeting, which continued at the June 28 meeting. You have received notice that Paul has been diagnosed as suffering from a form of Alzheimer's Disease. Should CFRC and its shareholders suffer damages from CFRC board actions which interfere with the performance of my duties as an officer of CFRC, or which result in my removal from, and Paul's election to, the offices of President and CEO of CFRC, you will be held accountable for facilitating these wrongful actions and aiding and abetting breaches of fiduciary duty.

Sincerely,

Kevin M. Luzak

cc: Michael R. Smith
King & Spalding LLP

Exhibit 10

Poyner Spruill LLP

Bradley J. Herring
Partner
D: 252.972.7081
F: 252.972.7045
bherring@poynerspruill.com

July 9, 2012

Mr. Paul B. Barringer II
14 S. Calibogue Cay
Hilton Head Island, SC 29928

Ms. Merrill Barringer Light
9 Wild Heron Point
Hilton Head Island, SC 29928

Michael B. Hagler, Esq.
Fulcher Hagler LLP
Post Office Box 1477
Augusta, GA 30903-1477

Mr. Kevin M. Luzak
167 East 71st Street
New York, NY 10021

RE: Coastal Forest Resources Company

Dear Paul, Merrill, Mike and Kevin:

I am writing this letter to notify each of you as directors of Coastal Forest Resources Company ("CFRC") that effective immediately I am withdrawing from representing CFRC and am resigning in my capacity as assistant secretary of CFRC. I am enclosing herewith a copy of a letter which I received from Kevin calling into question my role in the current shareholder dispute and certain actions taken at the June 28 board meeting, and while not conceding any points which Kevin has raised, I believe it is in the best interest of CFRC that I withdraw as its counsel and resign as its assistant secretary.

Separate counsel should be retained by CFRC immediately to advise it with respect to the actions taken at the June 28 board meeting and in connection with the upcoming special shareholders meeting. In particular, Kevin has indicated he believes the notice of the shareholders meeting was deficient, and separate counsel should be consulted to determine whether the notice was defective in any respect and if the meeting should be rescheduled after a new notice has been sent to the shareholders.

I deeply regret having to take this action, and hope you will be able to resolve your disputes.

Very truly yours,

Bradley J. Herring
Partner

BJH:nmm

Enclosure

cc: CFRC Shareholders
John M. Jolley, McNair Law Firm
Michael R. Smith, King & Spaulding LLP

RESIGNATION OF ASSISTANT SECRETARY OF
COASTAL FOREST RESOURCES COMPANY

The undersigned does hereby resign as Assistant Secretary of Coastal Forest Resources Company effective immediately.

Bradley J. Herring

Date: July 9, 2012

Sworn to and subscribed before me
this 9th day of July, 2012

Notary Public

NELL MARSHBURN
NOTARY PUBLIC
Nash County, NC

My Commission Expires: 1.24.2015

Fulcher Hagler LLP
ATTORNEYS AT LAW SINCE 1946

A Partnership Including Professional Corporations
Post Office Box 1477 · Augusta, Georgia 30903-1477
One 10th Street, Ste. 700 · Augusta, Georgia 30901
Telephone: (706) 724-0171

Direct Fax: (706) 396-3615
Email: mhagler@fulcherlaw.com
Admitted in GA only

July 12, 2012

EMAIL:
Mr. Paul B. Barringer, pbb@coastalforestresources.com
Ms. Merrill B. Light, merrilllig@aol.com
Mr. Kevin M. Luzak, kluzak@archerholdings.com

RE: Coastal Forest Resources Company ("CFRC")

Dear Paul, Kevin, and Merrill:

We are all familiar with the June 28, 2012 CFRC board meeting and the multiple subsequent letters, i.e. my letter to Brad, his reply, my letter to Merrill, Hampton's recent letter to the board, Kevin's letter to Brad and Brad's to the board. I have no reason to repeat the details of the meeting or those letters here. However, I must press my concerns as a director of CFRC. I continue to question the board's actions in its June 28 meeting. I disagree with our former corporate counsel's ruling on the conflict of interest issue. I believe Kevin remains president and CEO of the company.

Respectfully, I demand the following:

1. The board must authorize and pursue an independent investigation into all facts surrounding the current situation. I cannot in future meetings be expected to vote responsibly on any matter without being fully informed with adequate information from a reliable source. Current and future board members cannot vote responsibly on a matter without being fully informed. If Hampton's statements are correct, the board not only has inadequate information, but apparently individual board members may be withholding information from the board.

If Paul, Merrill, and perhaps soon to be Randy, have justifiable and verifiable information to (a) remove Kevin as president and CEO, and (b) appoint Paul then I must be fully informed of that information. And, based on the allegations flying back and forth between family members, I must be allowed a full independent investigation to confirm the information before the next board meeting. We should not vote to remove Kevin without knowledge of facts surrounding his removal, and reasons for his removal. We should not vote to appoint Paul without investigating his current mental state. Before voting, we should be advised of any conflicts which may affect how a director votes.

I have personally observed behavior in at least two board meetings and in my call with Paul two weeks ago which suggests that there are issues with his mental capacity. Hampton's letter now offers confirmation of my observations.

2. I need to retain and CFRC shall fund independent counsel of my choosing to provide me with advice and direction regarding my fiduciary duties, as a director, under the current situation. I consider myself the sole outside director and being asked to make judgments on matters on which I am currently uninformed – both factually and legally. The company must provide me with counsel and must provide that counsel quickly.

3. A copy of CFRC's current directors and officers insurance policy. For multiple reasons, my counsel and I need to review the policy.

Lastly, I urge the CFRC board members and the shareholders to promptly adopt a course which informs everyone and enables them to fully understand, and then satisfy, their duties here – which I believe is to primarily act in the best interest of CFRC and all of its shareholders. Otherwise, I foresee the danger of CFRC being damaged – and ensuing claims, litigation, etc. For starters, since the notice of the shareholders meeting (scheduled for 7/16) may have been improper, and for reasons stated above, I suggest that this meeting be cancelled. Also, in light of Brad's resignation and thus the board's having no counsel to advise it, I suggest the board needs to retain Virginia counsel promptly for representation.

Thank you.

Very truly yours,

Michael B. Hagler

MBH

cc: Mr. Brad J. Herring, Email: BHerring@poynerspruill.com
Mr. John M. Jolley, Email:jjolley@mcnair.net
Mr. Michael R. Smith, Email: mrsmith@kslaw.com
Mrs. Hampton Luzak, Email: hamptonluzak@me.com

From: MHagler@fulcherlaw.com [mailto:MHagler@fulcherlaw.com]
Sent: Friday, August 03, 2012 10:12 AM
To: JJolley@MCNAIR.NET; pbb@cfrc.co; merrillig@aol.com
Cc: tbryant@cfrc.co; Bayler, Mason; Gwathmey, John Owen
Subject: 120803 MBH response Proposed Board Resolutions

Dear John,

I am back in the office. I have reviewed the proposed resolution and offer the following comments which I intend to repeat in the meeting and which should be included in the minutes:

In my opinion, Paul Barringer is ill, and his judgment is impaired. I personally experienced this at the last regular directors' meeting held in Charleston. I heard it in the telephonic meeting held in June. I believe Merrill and her husband, Randy, are exercising poor judgment. My earlier letters speak for themselves. I have no need to repeat what was contained in those letters, however until there is an independent investigation surrounding the facts of Kevin's termination, and why the other board members feel the need to hire Travis as his successor, I cannot be comfortable with this decision.

By all accounts, Travis is an excellent CFO, but the board is now elevating Travis above Tom Evans and his other equals in the company's professional management. I fear this sort of shakeup in company management will affect the company's performance. I am concerned Travis is a puppet. Given the circumstances of his appointment, he will have no choice but to follow Paul's lead, or suffer termination if he incurs Paul's irrational wrath.

I have been informed Troutman Sanders represents Merrill and Paul. I understand Merrill has not sought independent advice. She and her father clearly have a legal conflict of interest. Again, this shows poor judgment on her part.

Who is serving as corporate counsel? What advice has the company received concerning the validity of the recent meetings and developments to date?

Mike

Coastal Forest Resources Company
Minutes of Special Meeting of Shareholders
August 3, 2012

A special meeting of the shareholders of Coastal Forest Resources Company (the "Company") was held on August 3, 2012. Travis Bryant, Secretary of the Company, called the meeting to order at approximately 10:00 a.m. Eastern Daylight Time. Mr. Bryant first read the names of the holders of voting common stock, attached hereto as Annex A, and determined that all were present in person or by proxy and that a quorum was present at the meeting. Mr. Bryant was then unanimously selected by the shareholders to preside over the meeting and to serve as the secretary of the meeting.

Mr. Bryant announced that the first item of business was to consider a proposal to remove Kevin M. Luzak from the Company's Board of Directors. Merrill B. Light made a motion to approve the removal of Kevin M. Luzak from the Company's Board of Directors, and Mr. Bryant asked if there was any discussion on the matter. After no discussion among the shareholders, Mr. Bryant took a roll call vote on the proposal. Votes were cast as set forth on Annex A, and the motion was approved (with the number of votes cast in favor of the motion constituting a majority of the votes entitled to be cast by all the holders of the Company's voting common stock).

Mr. Bryant announced that the second item of business was to consider the election of James Randolph Light, Jr. to the Company's Board of Directors to fill the vacancy created by Mr. Luzak's removal. Merrill B. Light made a motion to approve the election of Mr. Light to the Company's Board of Directors, and Mr. Bryant asked if there was any discussion on the matter. After no discussion among the shareholders, Mr. Bryant took a roll call vote on the proposal. Votes were cast as set forth on Annex A, and the motion was approved (with the number of votes cast in favor of Mr. Light representing a plurality of the votes cast).

Mr. Bryant announced that the third item of business was to consider amending the third sentence of Article II, Section 4 of the Company's by-laws to read as follows: "Other meetings of the Board of Directors shall be held at times fixed by resolution of the Board, or upon the call of the President or of any two directors." Merrill B. Light made a motion to approve the amendment, and Mr. Bryant asked if there was any discussion on the matter. After no discussion among the shareholders, Mr. Bryant took a roll call vote on the proposal. Votes were cast as set forth on Annex A, and the motion was approved (with more votes cast in favor of the amendment than against the amendment).

Mr. Bryant announced that the last item of business was to consider amending Article V, Section 1 of the Company's bylaws by deleting the following sentence: "The President shall be chosen from among the directors." Merrill B. Light made a motion to approve the amendment, and Mr. Bryant asked if there was any discussion on the matter. After no discussion among the shareholders, Mr. Bryant took a roll call vote on the proposal. Votes were cast as set forth on Annex A, and the motion was approved (with more votes cast in favor of the amendment than against the amendment).

There being no further business to consider at this Special Meeting of Shareholders, the meeting was adjourned at approximately 10:20 a.m. Eastern Daylight Time.

Respectfully submitted,

J. Travis Bryant
Secretary

Annex A

[See attached Voting Tally Sheets in Excel Format]

HILTONHEAD 773503v1

Item 1: Removal of Kevin M. Luzak from Board of Directors (requires that majority of total voting common stock (95,384 votes) vote for removal)

Name	Shares Owned	Proxies*	Total Votes**	Votes For	Votes Against	Abstentions	Notes
Merrill B. Light	59,521	(3)	59,518	59,518			Granted proxies for one share each to J. Mason Bayler, John Owen Gwathmey, and John M. Jolley
Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008 Irrevocable Trust B U/A dated December 17, 2008	59,521		59,521		59,521		
Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98	38,272		38,272	38,272			Merrill Light as Trustee
Robert C. L. Conger	19,901	13,551	33,452			33,452	
Robert C. L. Conger as Trustee u/a/w Stephen H. Conger, Jr. dtd 12/22/94 fbo Stephen H. Conger, III	3,929	(3,929)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Geoffrey A. Hardee	1,519	(1,519)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Robert C. L. Conger, Jr.	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Lewis F. Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Mary Sue Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
R. Mason Bayler, Jr.	-	1	1	1			
John Owen Gwathmey	-	1	1	1			
John M. Jolley	-	1	1	1			
Total	190,766	-	190,766	97,793	59,521	33,452	
					Total Votes	190,766	

*Enter proxies granted as negative numbers and proxies received as positive numbers; total must equal zero.
**Equals shares owned minus proxies granted or plus proxies received; total must equal 190,766.

CFRC 000679
CONFIDENTIAL

CFRC 000680
CONFIDENTIAL

Item 2: Election of James Randolph Light, Jr. to the Board of Directors (requires a plurality of the votes cast)

Name	Shares Owned	Proxies*	Total Votes**	Votes For	Votes Against	Abstentions	Notes
Merrill B. Light	59,521	(3)	59,518	59,518			Granted proxies for one share each to J. Mason Bayler, John Owen Gwathmey, and John M. Jolley
Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008 Irrevocable Trust B U/A dated December 17, 2008	59,521		59,521		59,521		
Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98	38,272		38,272	38,272			Merrill Light as Trustee
Robert C. L. Conger	19,901	13,551	33,452			33,452	
Robert C. L. Conger as Trustee u/a/w Stephen H. Conger, Jr. dtd 12/22/94 fbo Stephen H. Conger, III	3,929	(3,929)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Geoffrey A. Hardee	1,519	(1,519)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Robert C. L. Conger, Jr.	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Lewis F. Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Mary Sue Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
R. Mason Bayler, Jr.	-	1	1	1			
John Owen Gwathmey	-	1	1	1			
John M. Jolley	-	1	1	1			
Total	190,766	-	190,766	97,793	59,521	33,452	
					Total Votes	190,766	

*Enter proxies granted as negative numbers and proxies received as positive numbers; total must equal zero.
**Equals shares owned minus proxies granted or plus proxies received; total must equal 190,766.

CFRC 000681
CONFIDENTIAL

Item 3: Amendment to Article II, Section 4 of the By-Laws (requires more votes in favor of the amendment than against)

Name	Shares Owned	Proxies*	Total Votes**	Votes For	Votes Against	Abstentions	Notes
Merrill B. Light	59,521	(3)	59,518	59,518			Granted proxies for one share each to J. Mason Bayler, John Owen Gwathmey, and John M. Jolley
Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008 Irrevocable Trust B U/A dated December 17, 2008	59,521		59,521			59,521	
Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98	38,272		38,272	38,272			Merrill Light as Trustee
Robert C. L. Conger	19,901	13,551	33,452	33,452			
Robert C. L. Conger as Trustee u/a/w Stephen H. Conger, Jr. dtd 12/22/94 fbo Stephen H. Conger, III	3,929	(3,929)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Geoffrey A. Hardee	1,519	(1,519)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Robert C. L. Conger, Jr.	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Lewis F. Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Mary Sue Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
R. Mason Bayler, Jr.	-	1	1	1			
John Owen Gwathmey	-	1	1	1			
John M. Jolley	-	1	1	1			
Total	190,766	-	190,768	131,245	-	59,521	
					Total Votes	190,766	

*Enter proxies granted as negative numbers and proxies received as positive numbers; total must equal zero.
**Equals shares owned minus proxies granted or plus proxies received; total must equal 190,766.

CFRC 000682
CONFIDENTIAL

Item 4: Amendment to Article V, Section 1 of the By-Laws (requires more votes in favor of the amendment than against)

Name	Shares Owned	Proxies*	Total Votes**	Votes For	Votes Against	Abstentions	Notes
Merrill B. Light	59,521	(3)	59,518	59,518			Granted proxies for one share each to J. Mason Bayler, John Owen Gwathmey, and John M. Jolley
Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008 Irrevocable Trust B U/A dated December 17, 2008	59,521		59,521		59,521		
Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98	38,272		38,272	38,272			Merrill Light as Trustee
Robert C. L. Conger	19,901	13,551	33,452	33,452			
Robert C. L. Conger as Trustee u/a/w Stephen H. Conger, Jr. dtd 12/22/94 fbo Stephen H. Conger, III	3,929	(3,929)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Geoffrey A. Hardee	1,519	(1,519)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Robert C. L. Conger, Jr.	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Lewis F. Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Mary Sue Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
R. Mason Bayler, Jr.	-	1	1	1			
John Owen Gwathmey	-	1	1	1			
John M. Jolley	-	1	1	1			
Total	190,766	-	190,766	131,245	59,521	-	
					Total Votes	190,766	

*Enter proxies granted as negative numbers and proxies received as positive numbers; total must equal zero.
**Equals shares owned minus proxies granted or plus proxies received; total must equal 190,766.

Fulcher Hagler LLP
ATTORNEYS AT LAW SINCE 1946

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
Post Office Box 1477 • Augusta, Georgia 30903-1477
One 10th Street, Ste. 700 • Augusta, Georgia 30901
Telephone: (706) 724-0171

Direct Fax: (706) 396-3615
Email: mhagler@fulcherlaw.com
Admitted in GA only

August 23, 2012

EMAIL: tbryant@coastalforestresources.com
Mr. J. Travis Bryant
Coastal Forest Resources Company

RE: Resignation as a CFRC Director

Dear Travis,

Having considered the multiple issues facing CFRC and its Board and my role/position as a director, I have decided to resign. I see no need to raise these issues in this letter. My views are documented and, I believe, well understood. Please accept this as my letter of resignation as a CFRC director effective immediately. I have enjoyed my tenure and wish everyone the best as the company goes forward. I would like to receive a copy of the last Board minutes.

As you may be aware, I previously requested Coastal hire independent Virginia legal counsel to represent the company and provide independent advice to the board. This request was ignored. I also requested Coastal hire counsel to provide me guidance. This request was ignored. I was forced to hire Virginia counsel to guide me, as a director, through the unfortunate set of events. Attached is his cover sheet for his statement. I have paid the bill. Please reimburse me within the next 30 days.

Very truly yours,

Michael B. Hagler

MBH:cr
Attachment

cc: Mr. Paul B. Barringer, Email: pbb@coastalforestresources.com
Ms. Merrill B. Light, Email: merrilllig@aol.com
Mr. Randy Light, Email: rlight@islc.net

CFRC 000019
CONFIDENTIAL

STOCK POWER

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Paul B. Barringer, II, Co-Trustee of the Paul B. Barringer Revocable Trust**, dated December 4, 1998, as amended ("**Assignor**") hereby assigns, transfers, and conveys 38,271 shares of his right, title, and interest in and to his shares of stock in **Coastal Forest Recourses Company**, a Virginia corporation ("**Corporation**") which consists of a total of 38,272 shares of voting common stock represented by Share Certificate number fourteen (14) and Assignor to **Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust**, dated February 1, 2008 ("**Assignee**") and hereby irrevocably appoints John M. Jolley, as his attorney in fact to transfer said Shares on the books of the Corporation with the full power of substitution.

IN WITNESS WHEREOF, the undersigned executes this Stock Power this 11th day of September, 2012.

Witnesses:

Merrill V. Barringer

Sharon E. Potts

Assignor:

Paul B. Barringer Revocable Trust

By: Paul B. Barringer II
Paul B. Barringer, Co-Trustee

HILTONHEAD 773531 v1 049819-00003
09/04/2012

Assignment of Shares

This Assignment of Shares ("Assignment"), effective as of the 11th day of September, 2012, is entered into by and between **Paul B. Barringer, II, Co-Trustee of the Paul B. Barringer Revocable Trust**, dated December 4, 1998, as amended ("**Assignor**"); **Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust**, dated February 1, 2008 ("**Assignee**"); and **Coastal Forest Recourses Company**, a Virginia corporation ("**Corporation**").

Whereas, Assignor presently holds 38,272 shares of the issued and outstanding shares of stock in the Corporation ("Shares") of all issued and outstanding shares of stock in the Corporation.

Whereas, Assignor desires to assign and Assignee desires to receive 38,271 Shares of Assignor's Shares in the Corporation.

Now, Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows.

1. Assignment of Shares. Assignor hereby assigns 38,271 Shares of Assignor's Shares in the Corporation to Assignee. Assignor represents and warrants that the Shares hereby assigned to Assignee are owned by Assignor and such transfer is free and clear from any and all encumbrances of any nature whatsoever and that Assignor has full power and authority to assign and transfer the Share to Assignee.

2. Miscellaneous Provisions.

2.1 Applicable Law. This Assignment is to be performed in the State of South Carolina and shall be governed by and construed in accordance with the laws of the State of South Carolina. Any action brought to enforce or interpret this Assignment shall be brought in the court of appropriate jurisdiction in Beaufort County, South Carolina.

2.2 Construction and Interpretation. If any provision of this Assignment require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion or agreement that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have participated equally in the preparation of this Assignment [and the documents and exhibits contemplated hereunder]and that legal counsel was consulted by each party before the execution of this Assignment.

2.3 Captions and Heading. Captions, headings or titles to sections or paragraphs used herein are for convenience and shall not be deemed to limit or alter any provision hereof.

2.4 Successors and Assigns. This Assignment and the terms and provisions hereto shall insure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

2.5 Entire Agreement. This Assignment embodies the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes all prior representations, agreements and understandings, oral or written, relating to such subject matter. Each party hereto represents and warrants to the other party that it is not relying on any promises, covenants, representations or agreements, oral or written, which are not set forth in this Assignment.

Assignor and Assignee execute this Assignment as of the date first above written.

Assignor:

Paul B. Barringer Revocable Trust

By: _____
Paul B. Barringer, II, Co-Trustee

Assignee:

Merrill Barringer Light Revocable Trust

By: _____
Merrill Barringer Light, Trustee

HILTONHEAD 773532v1 049819-00003
09/04/2012

November 8, 2012

Board of Directors
Coastal Forest Resources Company
8007 Florida-Georgia Highway
Havana, FL 32333

I am distressed by recent developments at CFRC and, with no other outlet to express my views as a shareholder I am submitting my views to the directors who have a fiduciary duty to protect my interests.

I requested, and received, the minutes of the meetings of the board of directors that have taken place since Merrill Light removed my husband, Kevin Luzak, from the board and replaced him with her husband, Randy Light. You will recall that she effected this change by voting her shares and my father's shares through the power of attorney that he assigned to her.

I understand through the minutes of the board meeting that was held on August 29, 2012 that the directors maintain that they have elected Travis Bryant, the current CEO, President, and CFO of CFRC, to the board. I find it incredible that I have to point out to the directors that shareholders, not directors, elect the members of the board. Please refer to Article II Section 3 of the Coastal Forest Resources Company By-Laws as Revised to February 14, 2005 to confirm that this is indeed the case with CFRC. **Directors have a fiduciary obligation to represent the interests of shareholders, <u>not</u> their own interests as directors.** Your brazen attempt to usurp so basic a shareholder right as the election of directors lies beyond comprehension.

I recently received a very large distribution from CFRC that was described in an accompanying email as a "special dividend". Although unprecedented and several million dollars in aggregate, this distribution came with no explanation or rationale. My father was consistently focused on reinvestment and growth while he was running the Company and would never have supported such a distribution. I am extremely distressed that among the very first decisions of the newly constituted board, acting in part through the power of attorney that he has granted to Merrill Light, is the approval of a distribution of this magnitude.

Finally, I understand that CFRC has appointed John Jolley to act as counsel for the company. I understand that Mr. Jolley has acted and may at present act as a representative of the personal interests of certain shareholders and directors. These dual roles present a clear conflict of interest and I demand that Mr. Jolley be replaced immediately.

No individual owns more stock in CFRC than I do. I demand that my interests be considered and protected by the directors of this company. I am very concerned by the path that you have chosen to follow since Merrill Light took control of the board. I remind you of your fiduciary obligations to me and all of the shareholders and insist that you honor them without fail.

Sincerely,

Hampton Luzak

LAST WILL
OF
PAUL B. BARRINGER, II

John M. Jolley, Esquire
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, South Carolina 29938
(843) 785-2171

LAST WILL AND TESTAMENT
OF
PAUL B. BARRINGER, II

Introductory Clause. I, **Paul B. Barringer, II,** a resident of and domiciled in the County of Beaufort and State of South Carolina, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I am married to **Merrill U. Barringer** and I have three living children: **Victor C. Barringer**; **Hampton Barringer Luzak**; and **Merrill Barringer Light**.

ITEM I
PAYMENT OF DEBTS

Direction to Pay Debts with Discretionary Refinancing by Personal Representative. I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death. I direct that my Personal Representative may cause any debt to be carried, renewed, and refinanced from time to time upon such terms and with such securities for its repayment as my Personal Representative may deem advisable taking into consideration the best interest of the beneficiaries hereunder. If at the time of my death any of the real property herein devised is subject to any mortgage, I direct that the devisee taking such mortgaged property shall take it subject to such mortgage and that the devisee shall not be entitled to have the obligation secured thereby paid out of my general estate.

ITEM II
PAYMENT OF TAXES

I direct that:

(1) **Direction to Pay All Taxes from Residuary Estate.** Except as provided in (2) herein, all estate, inheritance, succession, death, or similar taxes (except generation-skipping transfer taxes) assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will (which term wherever used herein shall include any Codicil hereto), be paid out of my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes. If my residuary estate is inadequate to pay such taxes, they shall be paid from the assets of my Revocable Trust.

(2) **Apportion Taxes on Nonprobate Property. QTIP Marital Trust to Pay Full Share.** All such taxes in respect to any property or interests in property included in my gross estate under sections 2035, 2036, 2037, 2038, 2039, 2040, 2041, and 2042 of the Internal Revenue Code shall be charged against and paid by the recipient or beneficiary of such property or interest in property or from the property or interest in the property, provided, however, there shall be no apportionment against any donee or recipient of any such property or interest in property which is a qualified charity under section 2055 and the property or interest in property was allowed in my federal estate tax proceedings as a charitable deduction. The amount of the tax to be charged

against such donee or recipient shall be determined by multiplying a fraction (the numerator of which shall be the federal estate tax value of the property to be apportioned as finally determined in my federal estate tax proceedings and the denominator of which shall be the total value of my taxable estate for such federal estate tax purposes) times the net amount of such taxes payable by my estate after the application of all credits against such taxes. Notwithstanding the above allocation and in lieu thereof, the estate tax liability to my estate due to the inclusion of any property pursuant to the provisions of section 2044 of the Internal Revenue Code shall be charged against such donee, trust, or recipient and paid in full with the amount of the contribution required to be paid calculated in accordance with the provisions of section 2207A of the Internal Revenue Code.

ITEM III
QTIP ELECTION

Discretionary Authorization for Personal Representative to Elect Reverse QTIP Trust and Trust C Assets as Qualified Terminable Interest Property in Testator's Revocable Trust Agreement. Under the Trust Agreement between me as Settlor and Merrill Barringer Light as Trustee dated the 4th day of December 1998, as thereafter amended and restated in its entirety on the 5th day of February, 2015, the Trustee is empowered to allocate certain assets to the Reverse QTIP Trust and Trust C. I give my Personal Representative the discretion to elect, as provided in Internal Revenue Code section 2056(b)(7)(B)(v), to cause all, part, or none of the assets of the Trust to be allocated to Reverse QTIP Trust and Trust C and be treated on my federal estate tax return as qualified terminable interest property. If my wife is a co-Personal Representative of this Last Will and Testament, then the other co-Personal Representative(s) shall have the sole authority to make this discretionary decision. If my wife is the sole serving Personal Representative then the next appointed alternate Personal Representative shall become empowered to be a special Personal Representative for the purpose of making this discretionary decision. If no alternate Personal Representative is appointed by this Last Will and Testament, then the court shall appoint a special Personal Representative for the purpose of making this discretionary decision. My wife shall not have the authority to make this discretionary QTIP election.

ITEM IV
RESIDUE DISPOSITION

Pourover Gift to Trustee of Testator's Inter Vivos Trust. I give, devise and bequeath all the rest, residue, and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to **Merrill Barringer Light** as Trustee of the Paul B. Barringer, II Revocable Trust, created under that certain Trust Agreement dated December 4, 1998, as thereafter amended and restated in its entirety on the 5th day of February, 2015, between me as Settlor and **Merrill Barringer Light** as Trustee and executed prior to the execution of this Will. My Trustee shall add the property bequeathed and devised by this Item to the principal of the above Trust and shall hold, administer, and distribute the property in accordance with the provisions of the Trust Agreement, including any amendments thereto made before my death.

ITEM V
PERSONAL REPRESENTATIVE APPOINTMENT

Naming the Personal Representative, Personal Representative Succession, Personal Representative's Fees, and Other Matters. The provisions for naming the Personal Representative, Personal Representative succession, Personal Representative's fees, and other matters are set forth below:

(1) **Naming an Individual Personal Representative.** I hereby nominate, constitute and appoint as Personal Representative of this my Last Will and Testament **Merrill Barringer Light** and direct that she shall serve without bond.

(2) **Final Succession if Individual Successor Personal Representative Cannot Act.** If my individual successor Personal Representative should fail to qualify as Personal Representative hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Personal Representative who shall also serve without bond shall be **John M. Jolley, Esquire** (pursuant to Item XI hereinbelow).

(3) **Fee Schedule for Individual Personal Representative.** For its services as Personal Representative, my individual Personal Representative shall receive no compensation but shall be entitled to reimbursement for reasonable expenses.

ITEM VI
MEANING OF PERSONAL REPRESENTATIVE

Definition of Personal Representative. Whenever the word "Personal Representative" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative named herein and to any successor or substitute Personal Representative acting hereunder, and such successor or substitute Personal Representative shall possess all the rights, powers and duties, authority, and responsibility conferred upon the Personal Representative originally named herein.

ITEM VII
PERSONAL REPRESENTATIVE POWERS

Powers for Personal Representative. By way of illustration and not of limitation and in addition to any inherent, implied, or statutory powers granted to Personal Representatives generally, my Personal Representative is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of my Estate which any individual could exercise in the management of similar

property owned in his or her own right, upon such terms and conditions as to my Personal Representative may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order. My Personal Representative shall be authorized and granted full power to obtain passwords and deal with any mail, e-mail, membership accounts, social media, electronic, or other media accounts, web sites, and domain and other registration names, including the power to deal with, sell, or terminate such accounts.

ITEM VIII
DISCRETION REGARDING TAX MATTERS

Discretion Granted to Personal Representative in Reference to Tax Matters. My Personal Representative as the fiduciary of my estate shall have the discretion, but shall not be required when allocating receipts of my estate between income and principal, to make adjustments in the rights of any beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Personal Representative believes has had the effect, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others; provided, however, my Personal Representative shall not exercise its discretion in a manner which would cause the loss or reduction of the marital deduction as may be herein provided. In determining the state or federal estate and income tax liabilities of my estate, my Personal Representative shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as state or federal estate tax deductions or as state or federal income tax deductions and shall have the discretion to file a joint income tax return with my wife. My Personal Representative shall have discretion to allocate and transfer to my wife, if she shall survive me, any federal estate tax credit that is unused by my estate after my death (the Deceased Spousal Unused Exclusion Amount ("DSUEA")). If my Personal Representative shall make such election, then my Personal Representative shall timely file a federal estate tax return (Form 706) and elect on such return that the DSUEA shall be allocated to my wife. If my Personal Representative shall decide not to make such allocation and timely file the election, then my wife may direct my Personal Representative to make such election and file such estate tax return, in which event my wife shall be required to reimburse my Estate for the reasonable cost of preparing and filing such federal estate tax return. If my estate plan includes a revocable trust agreement and it contains directions to my Personal Representative, I direct my Personal Representative to follow the directions in such trust agreement.

ITEM IX
DEFINITIONS RELATING TO FAMILY

Definitions of Family. The following definitions shall be used to define the family:

(1) **Definition of Children.** For purposes of this Will, "child" or "children" includes individuals entitled to take as a child under the laws of the State of South Carolina by intestate succession from the parent whose relationship is involved. Not included in this definition shall be either a person who is only a stepchild, a foster child, a grandchild, or any more remote descendant or a person who is otherwise excluded by the terms of this document. "Issue" of an individual

means a descendant of an individual. A "descendant" of an individual means all of his (or her) descendants of all generations, with the relationship of parent and child at each generation being determined by the definition of child and parent contained in the laws of the State of South Carolina. The terms "child," "children," "issue," "descendant," and "descendants" or those terms preceded by the terms "living" or "then living" shall include the descendant of the parent designated even though such descendant is born after the death of such parent.

(2) **Exclusion of Specific Family Member.** For purposes of this Will, and notwithstanding any other language or provision contained in this Will to the contrary, I do specifically exclude Hampton Barringer Luzak as a beneficiary under this Will. Hampton Barringer Luzak shall not be deemed to be a member of any class definition of beneficiaries contained in this document. This Will shall be interpreted as if Hampton Barringer Luzak shall have predeceased me. In addition, any issue of Hampton Barringer Luzak shall also be similarly excluded as a beneficiary of this Will unless specifically provided for herein.

(3) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ITEM X
BENEFICIARY CONTESTS

No Contest Restriction. I have, intentionally and with full knowledge, either failed to provide for one or more beneficiaries and/or provided for such beneficiaries in a more limited manner than other beneficiaries in this Last Will and Testament.

(1) **Impact on Beneficiary of Action Taken by Beneficiary.** If any beneficiary under this Will, singly or in conjunction with any other person or persons, directly or indirectly, (i) contests in any court the validity of this Will or, in any manner, attacks or seeks to impair or invalidate any of its provisions; (ii) claims entitlement by way of any written or oral contract to any portion of my estate; (iii) unsuccessfully challenges the appointment of any person named as Trustee or successor Trustee, or as Personal Representative or successor Personal Representative of my Last Will and Testament; (iv) objects in any manner to any action taken or proposed to be taken in good faith by the Personal Representative; (v) objects to any construction or interpretation of this Will, or any provision of it, that is adopted or is proposed in good faith by the acting Personal Representative; (vi) unsuccessfully seeks the removal of any person acting as Trustee of any Trust created under this instrument; (vii) files any creditor's claim against my estate (without regard to its validity), whether the claim arose before or after the date of this instrument; (viii) files a petition or other pleading to change the character of any property subject to this Will; (ix) claims in any proceeding that any assets held or claimed under this instrument were held as joint with right of survivorship property; (x) files a petition or other pleading seeking to impose a constructive trust or resulting trust on any assets claimed under this Will, or (xi) participates, conspires, or assists with another in any of the previous actions in a manner adverse to this Will, then and in that event that person's right to take any interest given to him or her by or under this Will shall be determined as it would have been determined if the person had predeceased the execution of this instrument without surviving issue.

(2) **Exclusions.** The provisions of this Item shall neither apply to any "qualified disclaimer" by any person of any benefit under this Will nor cause a forfeiture of any distribution otherwise qualifying for either a marital or charitable federal estate tax deduction.

(3) **Personal Representative Powers.** My Personal Representative is hereby authorized to defend, at the expense of my estate, any contest or other attack of any nature on this Will or any of its provisions. All such costs of defense of such action shall be charged to and deducted from the share, if any, of that challenging beneficiary, regardless of whether the challenging beneficiary was successful or not in his or her challenge. If there is no such share, then the defense of this action shall be treated as an administrative expense of my estate.

(4) **Severability.** In the event that any provision of this Item is held to be invalid, void, or illegal, the same shall be deemed severable from the remainder of the provisions in this Item, and shall in no way affect, impair, or invalidate any other provision in this Item. If any provision of this Item shall be deemed invalid due to its scope and breadth, such provision shall be deemed modified and interpreted as closely as possible to my intent so as to permit that provision to be deemed valid and enforceable as permitted by law.

ITEM XI
DEFINITION OF INTERNAL REVENUE CODE TERMS

Definition of Words Relating to the Internal Revenue Code. As used herein, any word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to my estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

ITEM XII
SIMULTANEOUS DEATH

Simultaneous Death Provision Presuming Beneficiary Predeceases Testator. Reverse Presumption as to Wife. If any beneficiary and I should die under such circumstances as would make it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this Will that the beneficiary predeceased me; provided, however, that if my wife shall die with me as aforesaid, I direct that she shall be conclusively presumed to have survived me.

ITEM XIII
McNAIR LAW FIRM, P.A. PROVISIONS

Additional Provisions for the McNair Law Firm, P.A. and Its Attorneys. At my request either the firm of McNair Law Firm, P.A. or an attorney of that firm (hereinafter both individually and collectively referred to as the "Firm") has agreed to serve as a personal representative or co-personal representative of my estate. The following provisions pertain to the acceptance of that fiduciary position by the Firm and/or its individual attorneys.

(1) **Additional Powers.** In addition to the powers granted herein, the Firm shall have the following specific estate powers as to the estate property and may exercise the same in its discretion without court order or approval:

(a) To engage the Firm, or any successor entity, to render legal services that will be necessary from time to time to provide for the continued administration of my estate.

(b) To designate in writing an individual or a corporate entity to act as special personal representative with respect to specific estate property to act as agent for the Firm to assist the Firm in fulfilling its duties under my estate.

(c) To appoint a successor senior attorney of the Firm to act on behalf of the Firm in all fiduciary responsibilities delegated under my estate.

(2) **Compensation of The Firm.** In addition to legal fees charged by the Firm, the Firm shall also be entitled to receive compensation for its services as personal representative in accordance with its fee schedule for fiduciary services in effect at the time such services are rendered, and such compensation may vary from time to time based on such schedule. If the Firm does not have a customary fee schedule for fiduciary services in effect at any time, then the Firm may charge a reasonable fee for such services rendered. The firm shall also be entitled to reimbursement for reasonable expenses actually incurred in the administration of the estate. In the event that the Firm shall serve as a co-personal representative, such fee shall be earned for its services, notwithstanding the fact that a co-personal representative is also serving. In the event that there is an overlap of services, the Firm shall, in its sole discretion, apportion the fees between fiduciary services and legal services, as it deems reasonable and appropriate.

I recognize that the Firm will charge a separate fee for its legal services, which fee for its legal services shall be in accordance with its customary charges.

Such compensation may be paid directly from the Estate without court approval.

(3) **Potential Conflict of Interest.** Without limitation, I have been informed and understand that the appointment of the Firm may give rise to a potential future conflict of interest. In the event that some matters arise which would amount to a conflict, the Firm would be required to divorce itself from the matter completely. I further understand that there is in the appointment of the Firm as Personal representative an inherent financial benefit to the Firm beyond legal matters relating to the Estate. I understand that in the event of a challenge to the validity of the Estate, the Firm's credibility as a witness may be impaired due to its perceived interest in the outcome arising from its services as fiduciary hereunder. Notwithstanding all of the foregoing, I have knowingly and willingly appointed the Firm, as personal representative, and has been advised, but has elected not to, seek independent counsel in regard to the establishment of the Estate, the appointment of the Firm as personal representative, or matters relating to the subsequent administration of the Estate. In the event that some matters arise in the administration of my estate which would amount to a conflict, the Firm would be required to divorce itself from the matter completely.

Testimonium, Attestation, and Self-Proving Affidavit. I, **Paul B. Barringer, II**, the Testator, sign my name to this instrument this the 5th day of February, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Paul B Barringer II

Paul B. Barringer, II
TESTATOR

We, Virginia Ritchie and **Rebecca L. Bostick**, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, and in the presence of each other, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Virginia Ritchie
WITNESS

Rebecca L. Bostick
WITNESS

THE STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Subscribed, sworn to, and acknowledged before me by **Paul B. Barringer, II**, the Testator, and subscribed and sworn to before me by Virginia Ritchie, witness, this the 5th day of February, 2015.

(Seal)
Notary Public for South Carolina
My commission expires: 05/20/2020

FILED
2016 JUN -9 PM 3:00
PROBATE COURT
BEAUFORT COUNTY, SC

16
2TH
McNair

BEAUFORT COUNTY SC - ROD
BK 3385 Pgs 1517-1526
FILE NUM 2015012223
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REC'D BY rwebb RCPT# 768951
RECORDING FEES $21.00

Durable Power of Attorney
by
Paul B. Barringer, II

(Effective Immediately)

John M. Jolley, Esquire
McNair Law Firm, P.A.
23-B Shelter Cove Lane
Hilton Head Island, South Carolina 29928

GENERAL DURABLE POWER OF ATTORNEY
Given By Paul B. Barringer, II, As Principal

KNOW ALL MEN BY THESE PRESENTS, that I, **Paul B. Barringer, II**, (hereinafter sometimes referred to as the "Principal") of Hilton Head Island, Beaufort County, South Carolina, do hereby constitute and appoint **Merrill Barringer Light** (hereinafter referred to as "Agent") of Hilton Head Island, South Carolina, as true and lawful attorney for me and in my name, place and stead to exercise the powers set forth below. In addition, I have this day also appointed **James Randolph Light, Jr.** of Hilton Head Island, South Carolina, to serve as alternate agent but without authority to exercise any of the powers set forth below except that if **Merrill Barringer Light** shall be unable or unwilling to serve or to continue to serve as Agent, then **James Randolph Light, Jr.** shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Agent and shall thereafter be referred to as "Agent". My alternate agent (namely, **James Randolph Light, Jr.**) may execute and deliver an affidavit that my Agent is unwilling or unable to serve or to continue to serve and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein. In such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

I. **ASSET POWERS**

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

A. **Power to Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

B. **Power to Buy.** To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate.

C. **Power to Invest.** To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations

regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent.

D. **Power to Manage Real and Personal Property.** With respect to real and personal property; to lease, and release; to recover possession of by all lawful means; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other real and personal property; to mortgage and/or grant security interests in any real and personal property or intangibles now or hereafter owned by me.

E. **Power to Exercise Rights in Securities.** To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts), including IRA accounts.

F. **Power to Demand and Receive.** To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of all of my property and causes of action that I may have, as my Agent deems appropriate.

G. **Power with Respect to Bank Accounts.** To establish accounts of all kinds, including checking, money market, savings, and IRA accounts for me with financial institutions of any kind, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts.

H. **Power with Respect to Safe-Deposit Boxes.** To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

I. **Power with Respect to Legal and Other Actions.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

J. **Power with Respect to Insurance.** To purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my

Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder.

K. **Power with Respect to Taxes.** To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 2010 and 2040 and for any years, which are still open for audit; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; and to exercise any elections I may have under federal, state or local tax law.

L. **Power to Make Gifts.** To make gifts or other transfers without consideration either outright or in trust, (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift. PROVIDED, however, that my Agent shall not make any gifts constituting a future interest within the meaning of Section 2503(b) of the Internal Revenue Code and shall not make gifts in excess of $14,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year to any one person unless my spouse has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code and in that event such gift shall not exceed $28,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year. PROVIDED further however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall be limited to the lesser of i) the amount set forth above or ii) an amount (in total for each calendar year) equal to the greater of Five Thousand ($5,000.00) Dollars or Five (5%) percent of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.

M. **Power to Fund Trusts Created by the Principal.** To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

N. **Power to Withdraw from Trusts Created by the Principal for Expenses and Gifting.** To withdraw from any revocable trust created by me for the purpose of funding my on-

going living expenses, gifts to be made by me or in my name, or fulfill other purposes delegated to the Agent pursuant to the terms of this Power of Attorney.

It is my intent that this document shall grant to my Agent the full authority to perform any act or provide any service that I could do in my own right.

II. CARE AND CONTROL OF THE PRINCIPAL

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

A. **Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment.

B. **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

C. **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45CFR 164.502(g)(2)) for all purposes relating to my "protected health information." I do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past, or are currently providing, the undersigned with any type of medical, mental or other types of health care, to disclose to my HIPAA personal representative and any other successor HIPAA personal representative all of my health care information and all "protected health information" for the purpose of determining my capacity as defined in any such powers of attorney, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

III. INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation, i) to take any appropriate court action; ii) to employ, compensate and discharge such domestic, medical and professional personnel; iii) to execute and deliver any and all documents; iv) to borrow funds in my name and on my behalf for the purposes of this document; v) to supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part; and vi) to do all miscellaneous acts necessary and appropriate, including the right to open and redirect my mail, to take or deny custody of all of my important documents, and to obtain and release or deny information or records of all kinds relating to me.

IV. THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that i) third parties may rely upon the continued existence of this document until actual notice of its termination is given; ii) the powers conferred on my Agent by this instrument may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf; iii) no Person who acts in reliance upon any representations my Agent may make shall incur any liability to me for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property; and iv) all parties are authorized to release any information to my Agent without limitation and are released from any legal liability whatsoever to me for complying with my Agent's requests.

V. RESTRICTIONS ON POWERS

Prohibition on Power to Benefit Agent. Notwithstanding any provision herein to the contrary, my Agent shall be prohibited (except both as specifically authorized in this instrument and as the Principal has previously supported the Agent) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass directly or indirectly to my Agent or his or her estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

VI. DURABILITY PROVISION

Durability. This power of attorney shall not be affected by physical disability or mental incompetence of the Principal, which shall render the Principal incapable of managing the Principal's own estate. All acts done by the Agent pursuant to the power during the period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the Principal or the Principal's heirs, devisees, legatees, and personal representatives as if the Principal were mentally competent and not disabled.

VII. ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

A. **Reimbursement of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

B. **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate my Agent to serve as my guardian, conservator and/or in any similar representative capacity.

C. **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.

D. **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

E. **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the State of South Carolina in all respects.

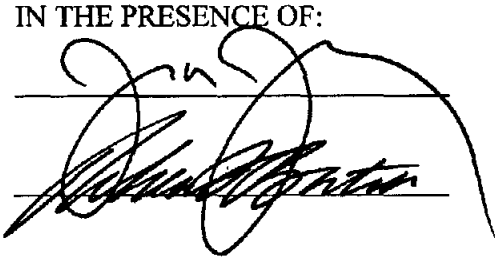
F. **Revocation, Removal, Amendment and Resignation.** This instrument may be amended or revoked by me. My Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my Agent.

G. **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

H. **Bond and Accounting.** I direct that no court be authorized to require a bond, accounting or inventory.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of February, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

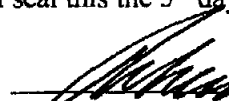


Paul B. Barringer, II (L.S.)
Paul B. Barringer, II

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF BEAUFORT) **under SC Code 30-5-30(C)**

I, Rebecca L. Bostick, do hereby certify that Paul B. Barringer, II personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 5th day of February, 2015.



(SEAL)
Notary Public for South Carolina
My Commission Expires: 05/20/2020

Attestation Page For General Durable Power of Attorney of Paul B. Barringer, II

I, **Paul B. Barringer, II**, the Principal, sign my name to this instrument this 5th day of February, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Paul B. Barringer, II

We, John M. Jolley and Rebecca L. Bostick, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally, and to the undersigned authority, that the Principal signs and executes this instrument as the Principal's Power of Attorney and that the Principal signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Principal and in the presence of each other, hereby sign this Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Witness

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Subscribed, sworn to and acknowledged before me by **Paul B. Barringer, II**, the Principal and subscribed and sworn to before me by John M. Jolley, witness, this 5th day of February, 2015.

Notary Public for South Carolina
My Commission Expires: 05/20/2020
(NOTARY SEAL)

Coastal Forest Resources Company
Board of Directors Meeting Minutes
March 16, 2015

A special meeting of the Board of Directors ("Board") of Coastal Forest Resources Company (the "Company") was held on March 16, 2015 pursuant to notice previously provided by Travis Bryant, President and Chief Executive Officer of the Company. The meeting was conducted via conference call.

Mr. Bryant, Bob Conger, Merrill Light and Randy Light were present and participated in the meeting, which therefore constituted all of the members of the Board and a quorum. Also participating in the meeting by invitation was John Jolley of McNair Law Firm, P.A., Assistant Secretary of the Company. Mr. Bryant called the meeting to order at approximately 8:30 a.m. Eastern Time.

Mr. Bryant began the meeting by announcing that the primary purpose of the meeting was to explore and discuss potential strategic alternatives available for the Company in light of the Company's recent strong financial performance and current market conditions. Mr. Bryant then gave a presentation regarding the Company's recent financial performance along with current market conditions.

After questions and commentary by the members of the Board and lengthy discussion among the members of the Board, the Board concluded that a potential opportunity existed for the Company to explore potential strategic alternatives at this time that could be beneficial to the Company's shareholders, including a potential sale of the Company. The Board also concluded that it would be in the best interest of the Company to engage an independent financial advisor to assist with this strategic review process.

Accordingly, following a duly seconded motion, the Board unanimously adopted the following resolutions:

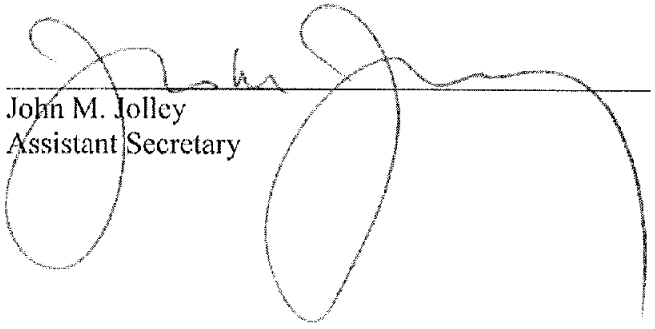
> BE IT RESOLVED, that Travis Bryant, as Director, President and Chief Executive Officer of the Company, hereby is authorized and directed, in the name of and on behalf of the Company, to interview potential independent financial advisors to (a) advise the Company with respect to potential strategic alternatives, including the potential sale of the Company, and (b) assist the Board with its financial analysis of such alternatives; and
>
> RESOLVED, that Mr. Bryant hereby is authorized, with advice of counsel and consultation with other members of the Board as he deems necessary, to negotiate the terms of a potential engagement with such financial advisors and to recommend the engagement of a financial advisor to the Board, with the final selection and engagement of such financial advisor to be approved by the Board; and

RESOLVED, that Mr. Bryant hereby is authorized and directed in the name and on behalf of the Board and the Company, to make, execute and deliver or cause to be made, executed and delivered any agreements, undertakings, documents or instruments and to take all such action as Mr. Bryant shall deem necessary or advisable to accomplish the purposes of the foregoing resolutions; and

RESOLVED, any actions taken by the officers of the Company before the date hereof that are within the authority conferred by the foregoing resolutions are hereby ratified, confirmed and approved in all respects as the act and deed of the Company.

There being no further business to consider, the meeting was adjourned at approximately 9:45 a.m. Eastern Time.

Respectfully submitted,



John M. Jolley
Assistant Secretary

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Hampton B. Luzak,

Plaintiff,

vs.

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

Defendants.

IN THE MATTER OF:

Estate of Paul Brandon Barringer, II.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

Case No.: 2016-CP-07-1919

AMENDED SUMMONS

2016 NOV 23 PM 1:50
JEAN ANN ROSEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

TO: THE DEFENDANTS ABOVE NAMED:

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

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

THE GILREATH LAW FIRM, P.A.

By: William M. Hogan

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

and

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

and

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

ATTORNEYS FOR PLAINTIFF HAMPTON B. LUZAK

November 22, 2016
Greenville, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	Case No.: 2016-CP-07-01919
Hampton B. Luzak, Plaintiff, v. Merrill B. Light, Merrill U. Barringer, as Personal Representative of the Estate of Paul Brandon Barringer, II, J. Randolph Light, Jr., Merrill B. Light as putative trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998, and Merrill B. Light as Trustee of the Merrill Barringer Light Revocable Trust, Defendants. IN THE MATTER OF: Estate of Paul Brandon Barringer, II.	)	**AMENDED COMPLAINT AND FORMAL OPPOSITION AND OBJECTION TO PROBATE AND APPOINTMENT/PETITION TO SET ASIDE INFORMAL PROBATE AND APPOINTMENT** **JURY TRIAL DEMANDED**

2016 NOV 23 PM 1:50
JERRI A. ROSEMEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

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

PARTIES AND JURISDICTION

1. The parties and their residences are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- From May 2 – 4, 2012 Decedent Paul Barringer was hospitalized due to complications from dementia;

- On May 7, 2012 Decedent Paul Barringer purportedly transferred all his voting stock in CFRC to the "Paul B. Barringer, II Irrevocable Trust dated December 4, 1998";

- On or about May 10, 2012 Dr. Bachman informed Decedent Paul Barringer, Plaintiff Hampton Luzak and Mrs. Barringer that Decedent Paul Barringer had Alzheimer's disease;

- On May 11, 2012 Decedent Paul Barringer ostensibly transferred all his voting stock in CFRC to the Paul B. Barringer, II Revocable Trust dated December 4, 1998;

- On June 5, 2012 Randy Light's companies filed bankruptcy;

- Throughout June 2012, Decedent Paul Barringer continues to exhibit incoherent, delusional, erratic and irrational behavior;

- On June 28, 2012 Decedent Paul Barringer moved to remove Kevin Luzak as CEO based on accusations Defendant Merrill Light knew to be false yet she supported and seconded the attacks;

- In letters of June 28, July 1, July 12 and August 3, 2012 independent board member Michael Hagler protested Kevin Luzak's firing and the refusal by Defendant Merrill Light as a member of the board of directors to allow an investigation into Decedent Paul Barringer's accusations and competency;

- On July 20, 2012 the Paul B. Barringer Revocable Trust was purportedly amended, and on or before that date Defendant Merrill Light became a co-trustee;

- On August 3, 2012 Defendant Merrill Light, acting publicly as agent for Decedent Paul Barringer under a power of attorney (but as purported trustee of Decedent Paul Barringer's Revocable Trust according to Annex A of the shareholder minutes, which were not disclosed to Hampton Luzak until April 14, 2015), voted the majority shares then in her control to oust Kevin Luzak as a director and voted her husband Randy Light as the new CFRC director;

- By August 29, 2012, Randy and Merrill Light's personal estate planning attorney became the corporate counsel and assistant secretary for CFRC, and Travis Bryant became its CEO and a director;

- On September 11, 2012 Decedent Paul Barringer purportedly transferred his voting stock and voting control of CFRC to Defendant Merrill Light, and appointed John Jolley as his attorney-in-fact to transfer his shares on the records

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

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

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

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

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

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

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

actions of Defendant Randy Light in advocating and voting for Kevin Luzak's removal as an officer, employee and subsidiary director of CFRC, Randy Light's position as the successor director to Kevin Luzak on CFRC's board of directors after August 3, 2012, and Randy Light's actions in procuring Decedent Paul Barringer's belated gift tax return reporting the September 11, 2012 assignment of Decedent Paul Barringer's voting stock as a purported gift (as described in paragraph107 below), Plaintiff Hampton Luzak is informed and believes that Defendant Randy Light knowingly and willing aided, abetted, encouraged and/or materially participated in the purported transfer of Decedent Paul Barringer's voting stock to Defendant Merrill Light as trustee of her revocable trust.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

immediately to protect him.) As described in Plaintiff's publicly-filed Brief in Support of Motion to Stay Proceedings (available on the federal "PACER" ECF system[1]), Barringer filed numerous motions and pleadings in that action (totaling over 30 docket entries). In addition, according to the PACER filings, Decedent Paul Barringer submitted sworn interrogatory answers on three occasions. In these sworn answers, Decedent Paul Barringer always spoke in the first person about his purported actions and decisions (*e.g.*, "I decided to give the voting stock to Merrill Light…"). Further, Decedent Paul Barringer flip-flopped regarding critical factual assertions, including changing his interrogatory answers from white to black, such as when he first denied he received dividends on his CFRC voting stock after September 11, 2012 in his Response to Interrogatory No. 16 dated December 31, 2015 and then admitted receiving dividends thereafter in his Amended Response to Interrogatory dated January 14, 2016.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. For an order setting aside the alleged Will dated February 5, 2015 previously admitted to probate;

B. For the Court to set aside the appointment of Merrill U. Barringer as Personal Representative due to the invalidity of the Will, and, pursuant to S.C. Code Ann. § 62-3-414, cause the Personal Representative to refrain from exercising any power of administration except as necessary to preserve the estate;

C. For an order setting aside the alleged amendments to the Revocable Trust purportedly signed by Decedent Paul Barringer on February 28, 2012, July 20, 2012, and February 5, 2015;

D. For an order declaring the transfer of CFRC voting stock on September 11, 2012 to Merrill Light, individually and/or as trustee, invalid and of no legal effect thereby setting aside the transfer of such property to Defendant Merrill Light's trust;

E. For an order declaring the May 11, 2012 transfer to the Paul B. Barringer, II Revocable Trust of CFRC voting stock invalid and of no legal effect;

F. For actual and punitive damages, costs and attorney fees against Defendant Merrill Light for fraud, conversion, breach of fiduciary duty, and intentional interference with Plaintiff Hampton Luzak's inheritance and gifts, and civil conspiracy;

G. For actual and punitive damages, costs and attorney fees against Defendant Randy Light for aiding and abetting Defendant Merrill Light's fraud, conversion, breach of fiduciary duty, intentional interference with Plaintiff Hampton Luzak's inheritance and gifts, and civil conspiracy;

H. For a constructive trust to be imposed on Defendant Merrill Light's shares of CFRC voting stock purportedly transferred to her on September 11, 2012, whether titled in her name individually, as trustee of the Merrill B. Light Revocable Trust or otherwise, and any dividends or proceeds therefrom;

I. For a resulting trust to be imposed on Defendant Merrill Light, individually and/or as trustee of the Merrill B. Light Revocable Trust, and/or others for all shares of CFRC voting stock purportedly transferred by Decedent Paul Barringer to Defendant Merrill Light, individually or as trustee, and any dividends or other proceeds therefrom;

J. For prejudgment interest;

K. For attorney fees and costs; and

L. For such other relief as the Court deems just and proper.

PLAINTIFF DEMANDS TRIAL BY JURY.

Respectfully submitted,

THE GILREATH LAW FIRM, P.A.

By: William M. Hogan

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

and

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

and

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

ATTORNEYS FOR PLAINTIFF
HAMPTON B. LUZAK

November 22, 2016
Greenville, South Carolina.

Exhibit 21

Begin forwarded message:

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

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

John

July 12, 2012

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

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

Sincerely,

Merrill B. Light

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

Cc: Bradley J. Herring

BEAUFORT COUNTY SC - ROD
BK 03141 PGS 3168-3177
FILE NUM 2012025941
05/11/2012 10:56:51 AM
REC'D BY R WEBB RCPT# 676295
RECORDING FEES 21.00

10
2/Rw
McNair
8802

Durable Power of Attorney
by
Paul B. Barringer, II

(Effective Immediately)

John M. Jolley, Esquire
McNair Law Firm, P.A.
23-B Shelter Cove Lane
Hilton Head Island, South Carolina 29928

GENERAL DURABLE POWER OF ATTORNEY
Given By Paul B. Barringer, II, As Principal

KNOW ALL MEN BY THESE PRESENTS, that I, **Paul B. Barringer, II,** (hereinafter sometimes referred to as the "Principal") of Hilton Head Island, Beaufort County, South Carolina, do hereby constitute and appoint **Merrill U. Barringer** (hereinafter referred to as "Agent") of Hilton Head Island, South Carolina, as true and lawful attorney for me and in my name, place and stead to exercise the powers set forth below. In addition, I have this day also appointed **Merrill B. Light** of Hilton Head Island, South Carolina, to serve as Alternate Agent but without authority to exercise any of the powers set forth below except that if my Agent shall be unable or unwilling to serve or to continue to serve as such Agent, then my Alternate Agent shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Agent. The term "Agent" shall thereupon refer to my Alternate Agent named herein. My Alternate Agent may execute and deliver an affidavit that my Agent is unwilling or unable to serve or to continue to serve and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein. In such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

I. ASSET POWERS

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

A. **Power to Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

B. **Power to Buy.** To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate.

C. **Power to Invest.** To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds,

securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent.

D. **Power to Manage Real and Personal Property.** With respect to real and personal property; to lease, and release; to recover possession of by all lawful means; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other real and personal property; to mortgage and/or grant security interests in any real and personal property or intangibles now or hereafter owned by me.

E. **Power to Exercise Rights in Securities.** To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts), including IRA accounts.

F. **Power to Demand and Receive.** To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of all of my property and causes of action that I may have, as my Agent deems appropriate.

G. **Power with Respect to Bank Accounts.** To establish accounts of all kinds, including checking, money market, savings, and IRA accounts for me with financial institutions of any kind, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts.

H. **Power with Respect to Safe-Deposit Boxes.** To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

I. **Power with Respect to Legal and Other Actions.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

J. **Power with Respect to Insurance.** To purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my

Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder.

K. **Power with Respect to Taxes.** To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 2006 and 2036 and for any years, which are still open for audit; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; and to exercise any elections I may have under federal, state or local tax law.

L. **Power to Make Gifts.** To make gifts or other transfers without consideration either outright or in trust, (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift. PROVIDED, however, that my Agent shall not make any gifts constituting a future interest within the meaning of Section 2503(b) of the Internal Revenue Code and shall not make gifts in excess of $13,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year to any one person unless my spouse has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code and in that event such gift shall not exceed $26,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year. PROVIDED further however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall be limited to the lesser of i) the amount set forth above or ii) an amount (in total for each calendar year) equal to the greater of Five Thousand ($5,000.00) Dollars or Five (5%) percent of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.

M. **Power to Fund Trusts Created by the Principal.** To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

N. **Power to Withdraw from Trusts Created by the Principal for Expenses and Gifting.** To withdraw from any revocable trust created by me for the purpose of funding my on-going living expenses, gifts to be made by me or in my name, or fulfill other purposes delegated

to the Agent pursuant to the terms of this Power of Attorney.

It is my intent that this document shall grant to my Agent the full authority to perform any act or provide any service that I could do in my own right.

II. CARE AND CONTROL OF THE PRINCIPAL

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

A. **Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment.

B. **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

C. **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45CFR 164.502(g)(2)) for all purposes relating to my "protected health information." I do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past, or are currently providing, the undersigned with any type of medical, mental or other types of health care, to disclose to my HIPAA personal representative and any other successor HIPAA personal representative all of my health care information and all "protected health information" for the purpose of determining my capacity as defined in any such powers of attorney, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

III. **INCIDENTAL POWERS**

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation, i) to take any appropriate court action; ii) to employ, compensate and discharge such domestic, medical and professional personnel; iii) to execute and deliver any and all documents; iv) to borrow funds in my name and on my behalf for the purposes of this document; v) to supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part; and vi) to do all miscellaneous acts necessary and appropriate, including the right to open and redirect my mail, to take or deny custody of all of my important documents, and to obtain and release or deny information or records of all kinds relating to me.

IV. **THIRD PARTY RELIANCE**

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that i) third parties may rely upon the continued existence of this document until actual notice of its termination is given; ii) the powers conferred on my Agent by this instrument may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf; iii) no Person who acts in reliance upon any representations my Agent may make shall incur any liability to me for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property; and iv) all parties are authorized to release any information to my Agent without limitation and are released from any legal liability whatsoever to me for complying with my Agent's requests.

V. **RESTRICTIONS ON POWERS**

Prohibition on Power to Benefit Agent. Notwithstanding any provision herein to the contrary, my Agent shall be prohibited (except both as specifically authorized in this instrument and as the Principal has previously supported the Agent) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass directly or indirectly to my Agent or his or her estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

VI. **DURABILITY PROVISION**

Durability. This power of attorney shall not be affected by physical disability or mental incompetence of the Principal, which shall render the Principal incapable of managing the Principal's own estate. All acts done by the Agent pursuant to the power during the period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the Principal or the Principal's heirs, devisees, legatees, and personal representatives as if the Principal were mentally competent and not disabled.

VII. **ADMINISTRATIVE PROVISIONS**

The following provisions shall apply:

A. **Reimbursement of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

B. **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate my Agent to serve as my guardian, conservator and/or in any similar representative capacity.

C. **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any

actions need be taken under this instrument.

D. **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

E. **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the State of South Carolina in all respects.

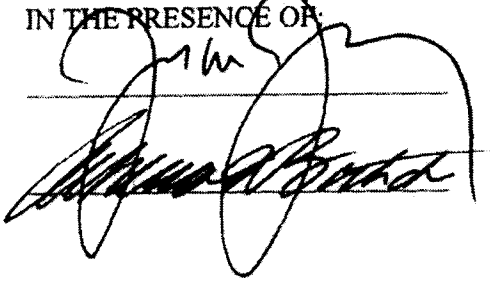
F. **Revocation, Removal, Amendment and Resignation.** This instrument may be amended or revoked by me. My Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my Agent.

G. **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

H. **Bond and Accounting.** I direct that no court be authorized to require a bond, accounting or inventory.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of December, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



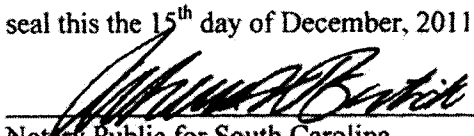
_____ (L.S.)
Paul B. Barringer, II

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT
under SC Code 30-5-30(C)

I, Rebecca L. Bostick, do hereby certify that Paul B. Barringer, II personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of December, 2011.



_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: 05/20/2020

Attestation Page For General Durable Power of
Attorney of **Paul B. Barringer, II**

I, **Paul B. Barringer, II**, the Principal, sign my name to this instrument this 15th day of December, 2011, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Paul B. Barringer, II

We, John M. Jolley and Rebecca L. Bostick, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally, and to the undersigned authority, that the Principal signs and executes this instrument as the Principal's Power of Attorney and that the Principal signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Principal and in the presence of each other, hereby sign this Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Witness

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Subscribed, sworn to and acknowledged before me by **Paul B. Barringer, II**, the Principal and subscribed and sworn to before me by John M. Jolley, witness, this 15th day of December, 2011.

Notary Public for South Carolina
My Commission Expires: 05/20/2020
(NOTARY SEAL)

LUZAK V. LIGHT, ET. AL.
CASE NO. 1:15-CV-501-AJT-IDD
FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PAUL BARRINGER PRIVILEGE LOG
October 15, 2015

Doc ID Start	Doc ID End	Sender/Author	Recipients	Date	Subject	Privilege
PBARRINGER-000048		John Jolley, Esq.		1/30/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000049	PBARRINGER-000050	John Jolley, Esq.	Robert Slane	2/15/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000051	PBARRINGER-000052	John Jolley, Esq.	Robert Slane cc: Becki Bostick	2/15/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000053	PBARRINGER-000054	John Jolley, Esq.		2/23/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000055	PBARRINGER-000056	John Jolley, Esq.	Robert Slane cc: Becki Bostick	2/22/2012	Email string re Paul Barringer Trust	Attorney-Client
PBARRINGER-000057		John Jolley, Esq.	Paul B. Barringer, II Merrill U. Barringer	2/21/2012	Letter to Mr. and Mrs. Barringer re Paul Barringer Trust and Merrill U. Barringer Will	Attorney-Client
PBARRINGER-000058	PBARRINGER-000087			2/28/2012	Paul B. Barringer First Amendment and Restatement of Revocable Trust Agreement	Attorney-Client
PBARRINGER-000088	PBARRINGER-000089	John Jolley, Esq.	Robert Slane	3/12/2012	Email string re Paul Barringer Restated Trust 2012	Attorney-Client
PBARRINGER-000090	PBARRINGER-000095	John Jolley, Esq.	Paul B. Barringer, II	3/26/2012	Letter and bill for services rendered re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000096		John Jolley, Esq.	Robert Slane	3/27/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000098	PBARRINGER-000099	John Jolley, Esq.		4/9/2012	Notes re Paul Barringer Trust	Attorney-Client
PBARRINGER-000100	PBARRINGER-000101	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merril B. Light and Robert Slane	4/9/2012	Draft memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000102		John Jolley, Esq.		Undated	John Jolley, Esq. notes on Paul Barringer's July 2011 Financial Statement	Attorney-Client
PBARRINGER-000103	PBARRINGER-000104	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merril B. Light and Robert Slane	4/9/2012	Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000105	PBARRINGER-000106	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merril B. Light and Robert Slane	4/9/2012	John Jolley, Esq. copy of Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts with Mr. Jolley's Notes	Attorney-Client
PBARRINGER-000107		John Jolley, Esq.		Undated	John Jolley, Esq. notes on Paul Barringer's July 2011 Financial Statement	Attorney-Client
PBARRINGER-000108	PBARRINGER-000110	John Jolley, Esq.	Paul B. Barringer, II and Merrill U. Barringer Cc: Merril B. Light and Robert Slane	4/11/2012	Memorandum re Paul Barringer and Merrill Barringer Revocable Trusts	Attorney-Client
PBARRINGER-000112		Robert Slane	John Jolley, Esq.	4/18/2012	Email re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000113		John Jolley, Esq.		5/1/2014	Notes re Paul Barringer Revocable Trust	Attorney-Client
PBARRINGER-000114	PBARRINGER-000115	John Jolley, Esq.	Paul B. Barringer, II Merrill U. Barringer	5/17/2012	Letter to Mr. and Mrs. Barringer re estate planning	Attorney-Client
PBARRINGER-000116	PBARRINGER-000144			7/20/2012	Second Amendment and Restatement of Paul Barringer Reviocable Trust Agreement	Attorney-Client
PBARRINGER-000145		John Jolley, Esq.		6/12/2014	Notes re Paul Barringer estate planning	Attorney-Client

LUZAK V. LIGHT, ET. AL.
CASE NO. 1:15-CV-501-AJT-IDD
FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PAUL BARRINGER PRIVILEGE LOG
October 15, 2015

Doc ID Start	Doc ID End	Sender/Author	Recipients	Date	Subject	Privilege
PBARRINGER-000146		John Jolley, Esq.	Paul B. Barringer, II	1/10/2013	Email re Paul Barringer estate planning	Attorney-Client

			Coastal Forest Resources Company - Stock Register as of February 30, 2014		
Issue Date	Class	Stock #	Shareholder Name	# Shares	
10/3/2004	Voting	1	Paul B Barringer		Transferred 5/7/12 Cert. #13 38,272 sh.
10/3/2004	Voting	2	Merrill B. Light	59,521	
10/3/2004	Voting	3	Hampton B. Luzak		Transferred Cert. #11 59,521 sh.
10/3/2004	Voting	4	Stephen H. Conger, Jr.		Cancelled 4/29/10 27,621 sh. (redeemed)
10/3/2004	Voting	5	Robert C.L. Conger	19,901	
10/3/2004	Voting	6	Robert C.L. Conger as Trustee u/a/w Stephen H. Conger, Jr., dtd 12/22/94 bfo Stephen H. Conger, III	3,929	
10/3/2004	Voting	7	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Geoffrey A. Hardee	1,519	
10/3/2004	Voting	8	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Robert C.L. Conger, Jr.	2,701	
10/3/2004	Voting	9	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Lewis F. Conger	2,701	
10/3/2004	Voting	10	Marian Conger Edwards as Trustee u/a/w Robert C.L. Conger, dtd 12/27/94 fbo Mary Sue Conger	2,701	
12/31/2008	Voting	11	Anne Hampton Barringer Luzak and Guardian Trust Company, FSB, Trustees of the AHBL 2008		Transferred to Cert. #12 59,521 sh.
			Irrevocable Trust B U/A dated December 17 2008		
10/28/2009	Voting	12	Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008		
			Irrevocable Trust B U/A dated December 17 2008	59,521	From Cert. #11 59,521 sh.
5/7/2012	Voting	13	Paul B. Barringer, Trustee of the Paul B. Barringer Irrevocable Trust U/A Dated December 4,1998		From Cert. # 1 - Cancelled 5/11/12 38.272 sh
5/11/2012	Voting	14	Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust U/A Dated December 4,1998		From Cert. # 13; - Cancelled 38272 sh to Cert's 15 & 16
9/11/2012	Voting	15	Paul B. Barringer, II, Truste of the Paul B. Barringer Revocable Trust dated 12/4/1988	1	From Cert #14
9/11/2012	Voting	16	Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust dated 2/21/2008	38,271	From Cert. # 14
12/1/2013	Voting	17	J. Travis Bryant	1	
			TOTAL SHARES ISSUED	190767	

CFRC 000628

COASTAL FOREST RESOURCES COMPANY

BOARD OF DIRECTORS MEETING MINUTES

JUNE 28, 2012

A special meeting of the Board of Directors ("Board") of Coastal Forest Resources Company ("CFRC") was held on June 28, 2012 pursuant to notice duly delivered to the members of the Board as required by the Bylaws of CFRC. Paul B. Barringer, II, Kevin M. Luzak, Merrill Light and Michael B. Hagler, all of CFRC's directors, were in attendance, as was Bradley J. Herring, the company's counsel, and Samuel W. Johnson, Mr. Herring's law partner; Merrill Barringer joined the meeting while in process. All attendees participated telephonically.

The meeting was called to order at 3:30 p.m. Eastern Standard Time, and Kevin Luzak opened the meeting by endeavoring to discuss the timeline of events which ultimately led to Paul Barringer's attempt to dismiss Mr. Luzak from his position as President and CEO of CFRC. He indicated that he and Mr. Barringer initially met on June 19 to discuss various issues, and Mr. Barringer's two main concerns related to, first, Mr. Barringer's position that he and Mrs. Light had been thrown out of the most recent meeting of the Board which had been held in Charleston, South Carolina, and second, that slides containing various information which was to have been discussed with the Board had been withheld by Mr. Luzak and Mr. Barringer believed that Mr. Luzak had failed to keep him informed of his activities as President and CEO. At the meeting on June 19, Mr. Barringer told Mr. Luzak that he was dismissing him from his position as President and CEO.

Mr. Luzak responded that Mr. Barringer and Ms. Light were not thrown out of the preceding Board meeting, at which point Mr. Barringer indicated that the current meeting had been called for the purpose of hiring an independent third party to investigate the alleged activities of Kevin Luzak in his capacity as President and CEO of CFRC leading to the effort to terminate his employment and that he was not in favor of taking such action.

Mr. Luzak indicated that he did not believe the Board could act appropriately in dismissing him without proper information, and he vehemently disagreed with Mr. Barringer's allegations against him. He noted that the Board has a fiduciary duty to the shareholders to determine what happened and to base its decision on those actual events.

Mr. Barringer again indicated he was not interested in an independent investigation, and further noted that Mr. Luzak had requested a $1,000,000.00 check, which Mr. Luzak denied. Mr. Luzak noted that at the prior Board meeting, he had requested an independent compensation consultant to determine the fair level of compensation to him.

Mr. Hagler indicated that he needed information related to the allegations in order to make a decision regarding Mr. Luzak's position with CFRC, and at this point did not know anything about the allegations.

At this point, Mr. Barringer indicated that one of the main reasons Mr. Luzak needed to be dismissed was due to his greed. He continued that Mr. Luzak was the greediest person he knew.

Mr. Luzak then made a motion to retain an independent qualified third party to investigate the allegations related to his alleged activities. Mr. Hagler seconded the motion. Mr. Luzak and Mr. Hagler voted for the motion, and Mr. Barringer and Mrs. Light voted against it, so the motion failed.

Mr. Barringer next made a compound motion to remove Mr. Luzak from all offices with CFRC effective immediately and to appoint himself as President and CEO of CFRC. At this point, Mr. Herring pointed out that due to conflicts of interest concerns, it was his opinion that Mr. Barringer and Mr. Luzak would not be disinterested directors in connection with the vote on this motion. Mr. Barringer then withdrew the compound motion and made a single motion that Mr. Luzak be removed from all offices effective immediately, and Mrs. Light seconded the motion. Mr. Barringer and Mrs. Light voted for the motion and, Mr. Luzak and Mr. Hagler voted against the motion. Mr. Herring noted that he believed Mr. Luzak's voting against his own removal from office was a conflict of interest and therefore he was not a disinterested director. Therefore, the motion carried by a vote of the majority of the disinterested directors on a 2 to 1 basis. Mr. Luzak noted for the record that he disagreed with Mr. Herring's position that his vote against his removal constituted a conflict of interest.

Mr. Barringer next made a single motion that he be appointed President and CEO of CFRC, and Mrs. Light seconded the motion. Mr. Barringer and Mrs. Light voted for the motion, and Mr. Luzak and Mr. Hagler voted against the motion. Mr. Herring noted that Mr. Barringer also had a conflict of interest in voting for himself as President and CEO, and that, in any event, the motion did not obtain the affirmative vote of a majority of the directors; therefore, the motion did not pass. Mr. Herring noted that the result is that the office of President and CEO of the CFRC remains vacant.

Mr. Barringer next made a motion to adjourn the meeting, which motion was seconded by Mrs. Light. Mr. Barringer and Mrs. Light voted for the motion, and Mr. Luzak and Mr. Hagler voted against the motion, so it did not pass, and the meeting continued.

Mr. Hagler noted that he was concerned that Mr. Barringer sounded confused during the course of the meeting and was concerned about Mr. Barringer's understanding of the facts. Mr. Hagler asked Mr. Barringer to reconsider the independent third party to look into Mr. Barringer's allegations. Mr. Barringer then made a second motion to adjourn the meeting which was seconded by Mrs. Light, and Mr. Barringer, Mr. Luzak and Mrs. Light voted in favor of the

motion. Mr. Hagler voted against the motion and it passed by a 3-1 vote. The meeting was then adjourned at 4:10 p.m. Eastern Standard Time.

Respectfully submitted,

_____

Bradley J. Herring
Corporate Counsel

Fulcher Hagler LLP
ATTORNEYS AT LAW SINCE 1946

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
Post Office Box 1477 · Augusta, Georgia 30903-1477
One 10th Street, Ste. 700 · Augusta, Georgia 30901
Telephone: (706) 724-0171
Direct Fax: (706) 396-3615
Email: mhagler@fulcherlaw.com
Admitted in GA only

June 28, 2012

EMAIL: bjherring@poynerspruill.com
Mr. Bradley J. Herring
Poyner & Spruill LLP
130 South Franklin Street
Rocky Mount, North Carolina 27804-5707

RE: June 28, 2012 CFRC Board Meeting

Dear Brad:

I write this letter as the sole independent member of the board of directors of Coastal Forest Resources Company. I am not acting in any capacity as legal counsel for any board member, myself, the company, or any shareholder. As we discussed on the phone after the meeting, I must raise the following issues:

1. I do not believe the motion to remove Kevin as president and CEO of the company passed. I am not familiar with Virginia law. I have not reviewed the by-laws. However, if Kevin cannot vote on a motion terminating Kevin, and if Paul cannot vote on a motion hiring Paul, then how can either of them vote on either motion when, prior to either motion being made, Paul made a compound motion to fire Kevin and hire Paul. That compound motion made the board aware one of Paul's goals in firing Kevin was to get Kevin's job. If that were the case, then certainly both votes cause both interested directors to be in a conflict position. Therefore both votes failed with a one/one tie between Merrill and me. As director, I believe Kevin remains the CEO and president of the company.

2. I mean no disrespect to Paul, but as I discussed in the meeting, I am concerned about Paul's mental state. If Paul is voting and acting based on facts that exist in his mind but nowhere else, is his vote valid? Can the directors and the company act when a fellow director appears to be confused? On more than one occasion during the meeting, Paul actually cast his vote in the opposite way he meant to cast the vote until he was corrected and coached by whoever was in the room with him. The remaining board members and the company's attorneys heard Paul being coached in the background. And, to further complicate matters; if Merrill for some unknown reason was coaching Paul, is she conflicted out?

3. I remain concerned about the complete lack of any investigation into Paul's confusing allegations, and what I, as a director, should do or not do under these circumstances. Is it proper for Coastal Forest Resources Company corporate counsel to provide me with an opinion that I am entitled to have the company retain legal advice of my choosing to help me understand my duties as director under these unfortunate circumstances?

I repeat, I believe Kevin remains chief executive officer and president of the company until the shareholders have a meeting, successfully elect a new board, and that new board, if it so wishes, changes officers. I am curious, who has the authority to call the new board meeting if there is no CEO or president?

Very truly yours,

Michael B. Hagler

MBH:cr

Poyner Spruill LLP

Bradley J. Herring
Partner
D: 252.972.7081
F: 252.972.7045
bherring@poynerspruill.com

June 29, 2012

Michael B. Hagler, Esq.
Fulcher Hagler LLP
Post Office Box 1477
Augusta, GA 30903-1477

RE: CFRC Board Meeting

Dear Mike:

Thank you for your letter dated June 28, 2012. I wanted to respond to the points which you have raised as follows:

1. The issue regarding the conflict of interest was a difficult one, which I and several of my partners reviewed at length over the last several days and have reconsidered in light of the events of yesterday and the points you raised in your letter. We found no case law which provided any guidance directly related to the issue of conflicts of interest in the context of a director voting for or against removal of himself as an officer of a corporation, but the director clearly has a financial interest in the outcome of that decision. Our opinion that a conflict existed was a considered opinion and certainly not a snap judgment made during the course of the meeting. The fact that it became obvious that if the motion to remove Kevin passed, Paul would then make a subsequent motion to have himself appointed as President and CEO does not change our opinion. We do not believe that the fact that Paul voted in favor of Kevin's removal in and of itself constitutes a conflict of interest simply because the passing of such motion would lead to a second motion in which Paul would have a conflict.

2. Your concern related to Paul's mental state and confusion is something that needs to be ultimately considered by the courts. I have not checked in the South Carolina statutes, but in North Carolina, any individual or corporation can have another individual declared incompetent, but it obviously involves a court proceeding. In the event you believe that in your role as a director this is something you should pursue, then I believe you are clearly within your right to do so.

3. Finally, with respect to CFRC retaining legal advice on your behalf, I do not see anything in the Bylaws which provides for reimbursement of legal expenses in the context of your fulfilling fiduciary duties or performing other actions which you might be taking as a director. Likewise, I am unable to find anything in the Virginia statutes authorizing or requiring a corporation to retain legal counsel for directors. There are provisions for reimbursement of expenses of a director who is a party to a proceeding involving the director's potential liability in his capacity as a director, which is different from the current situation. I understand that Merrill has obtained separate counsel to advise her, and if CFRC has agreed to reimburse her for those expenses, I believe it, however, would be appropriate for CFRC to reimburse you and any other director who desires to retain separate counsel. That would be something CFRC would have to voluntarily agree to do.

With all due respect, I disagree with your conclusion that Paul was conflicted in voting for Kevin's removal. I recognize the possibility that my position may be incorrect, and I told Kevin of my position on conflicts of interest prior to the meeting and have also discussed it with him this morning, and in both

instances indicated that the issue ultimately could be determined in a court proceeding if he or any other director were so inclined.

Also, with respect to calling a new board meeting, you have raised an interesting question in that the Bylaws indicate a board meeting shall be held upon the call of the President. If there is no President, it follows that a special meeting cannot be called, unless all directors consent, or unless a vice-president is authorized to act on behalf of the president if that office is vacant (which is not addressed in the bylaws or statutes). As a practical matter, it would appear that if a meeting of the board were held and further action was proposed relating to Kevin's removal (or reinstatement) by Paul, the results would be the same.

I welcome and appreciate your input on these issues.

Very truly yours,

Bradley J. Herring
Partner

BJH:nmm

From: Kevin Luzak kluzak@cfrc.co
Subject: Fwd: 120701 CFRC board issue - Paul
Date: July 1, 2012 at 2:59 PM
To: Hampton Luzak hamptonluzak@me.com

Kevin Luzak

Begin forwarded message:

From: <MHagler@fulcherlaw.com>
Date: July 1, 2012 2:25:38 PM EDT
To: <merrillig@aol.com>
Cc: <kluzak@cfrc.co>, <BHerring@poynersprulll.com>
Subject: 120701 CFRC board issue - Paul

Dear Merrill,

<<120628 Brad - Opinion on Vote.pdf>> <<120629 Brad response.pdf>>

Attached is my letter to Brad objecting to the CFRC board vote and his reply.

Merrill, you might consider this an unwelcome intrusion into an unfortunate family matter, but it has been brought to the company board. I respect both Paul and Kevin and their management of company affairs. You have all three been very kind to me over the years. I simply need more facts.

The person who attended the April board meeting, who called me last Saturday, and who attended the meeting Thursday was not Paul. He is in Paul's body, but he seems to be ill and not thinking or acting rationally. I know you love and respect your father very much, but, if he is ill, following his lead down this possibly destructive path does not protect him. Would you allow him to drive if he were suddenly blind?

The current course of action may harm your father and the company he loves so much. I understand it must be extremely difficult to disagree with your father, but we must act in the company's best interest. And I cannot know how to do that if you do not vote for an investigation. Do you know something about the situation that has not been discussed or disclosed to me? Is there something I do not understand?

From my observations, your father does not seem to be acting rationally. If he is not, allowing him to run the company may have a substantial negative effect on its value. What if he next misunderstands the company's management team and fires them? Or worse, what if they hesitate to contradict your father for fear of retribution and follow some irrational order. Could this harm your future; your children's; your father's?

My choices are limited. I could do nothing. If you vote with your father in the shareholders' meeting, then it may all be for naught anyway. I could try to convince you to change your investigation vote and delay the shareholders' meeting until the investigation is complete. This seems the path of least resistance for the company and the Barringer family. But again, perhaps I am missing something.

I contacted Virginia corporate counsel yesterday to examine my duty and whether I must pursue an injunction requesting a Virginia court rule on the conflict issue, enjoin Kevin's removal, notice your and your father's depositions, require the production of evidence, and rule on your father's capacity to vote his shares.

Merrill, I urge you to reconsider what is best for your father, your family, and the company.

Michael B. Hagler
One 10th Street, Suite 700 • Augusta, Georgia 30901
P. O. Box 1477 • Augusta, Georgia 30903-1477
Main: (706) 724-0171

Cell: (706)-564-4578

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6 July 2012

Mr. Paul B. Barringer, II
14 South Calibogue Cay Rd.
Hilton Head, SC 29928

Mrs. Merrill B. Light
9 Wild Heron Point
Hilton Head, SC 29928

Mr. Michael B. Hagler
Fulcher Hagler LLP
One 10th Street
Augusta, GA 30901

Mr. Kevin M. Luzak
167 East 71st Street
New York, NY 10021

Dear Dad, Merrill, Mike, and Kevin,

I write this letter as a shareholder of Coastal Forest Resources Company ("Coastal") to demand that the board take immediate action to address my father's incapacity due to illness to serve as a Coastal board member or officer, and to remedy the breaches of fiduciary duty which occurred at the June 28, 2012 board meeting. This includes postponing the shareholder's meeting noticed (although deficiently) for July 16, 2012, and taking steps to assure that Coastal has leadership during this period of transition by affirming that Kevin Luzak continues to serve as President and CEO until the board can act on an informed basis to determine whether Coastal's best interests are served by a change.

The past several weeks have been very difficult for my family and, I would imagine, for Coastal. I have been in a nightmare that won't seem to end. I am watching my father's illness progress at a shocking pace, I see my family making terrible decisions with respect to taking care of him, and I see the effect that these misguided decisions are having on Coastal and everyone involved with it. The last thing that I ever wanted to do was write a letter discussing what could and should have been handled as a private family matter. Kevin and I have made every effort to convince my family to confront my father's disease in a way that is best for his health while preserving his dignity and preventing damage to Coastal, but my family appears unable or unwilling to do the right thing here. I am therefore forced to

make this formal demand for action and to lay out the facts which can no longer be ignored.

My father has been undergoing treatment for dementia for quite some time. We recently learned in a meeting that I attended with an MUSC neurologist that my father has been diagnosed as suffering from a form of Alzheimer's Disease. I, my mother, and my sister have been aware of his condition for several months.

As a family, we have had every opportunity to address my father's health, and to make the changes that it necessitates in his everyday life, privately. One of these changes is the need to transition him, with all of the dignity and respect that he deserves, out of his role as a fiduciary for the company that he created and built with such success. A man who is suffering from Alzheimer's Disease is not capable of serving as a fiduciary or officer making decisions that impact the lives of hundreds of employees or the financial the position of and shareholders.

We have, as a family, unfortunately found it impossible to come to grips with the reality of his illness. We have not been able to make a decision that is excruciatingly painful but absolutely and clearly necessary – the decision to confront my father with his disease and to focus his attention away from business and toward taking steps to protect his health and wellbeing.

The results of this failure to act promptly and appropriately are becoming vividly clear. My family voted at the June 28 board meeting to fire Kevin on the basis of a combination of delusion, deep confusion, and ridiculous and unfounded challenges to his character. My family voted down a motion that the board obtain an independent third party to investigate these allegations so the board could make responsible decisions on an informed basis. Worse, my family voted in favor of a motion to install my father, who has Alzheimer's Disease, as President and CEO of the company. The shareholders are now being asked to elect a board designed to ensure that my father, despite his condition, is elected to replace Kevin as President and CEO. These actions constitute serious breaches of fiduciary duty that must be remedied immediately.

I cannot allow my family to jeopardize my father's reputation and his stature by putting him in a position to unknowingly cause extraordinary damage to his life's work and to the people and the institutions that are its stakeholders. Moreover, I cannot permit my sister to assume the extraordinary liability that will rest with her and her husband for any damage that occurs as a result of their electing my father as President and CEO with knowledge of his impaired condition. My parents have placed her in an unimaginably difficult position that is simply not fair.

My husband is an honest and honorable man who has been involved with Coastal for more than 18 years. He has been a strong and loyal partner to my father, and has taken greater and greater responsibility over the past eight years, when he has been president and later CEO of the company. My father has thrown out a laundry list of

delusional and unfounded accusations, starting with an event that never occurred. He believes that Kevin threw him and Merrill out of the April 22 board meeting, and that one of the meeting attendees threw a book at Merrill. This event NEVER OCCURRED. You directors were in the room; you all know that it did not occur.

He has also apparently believes that Kevin was trying to kick him out and sell or take control of the company. He bases this accusation on a pile of papers that he thinks he "discovered" that outlines the plot. The papers that he discovered had actually been given to Merrill by Kevin, and were copies of pages from presentations made at the February 2012 board meeting, which my father chaired, and a March 2011 executive committee meeting that he attended. He has no recollection whatsoever of either meeting, or of ever having seen any of the materials that he "discovered."

My father also objects to the strategy that Kevin has been pursuing (in a fully transparent manner with knowledge of the board) to diversify the company's operations in an effort to grow the business and to generate larger and less risky cash flow. All of us, including Kevin, are willing to honor this objection and to refocus on core operations if that's what the board wants us to do. However, my father has implied that Kevin was pursuing this strategy behind backs of the board and shareholders, which is absolutely untrue. The presentation that he "uncovered" from the March 2011 and February 2012 meetings were only two among many examples of presentations that Kevin has made to the executives, to the board, and to my family outlining his goals and the manner in which he wanted to achieve them (including detailed budgets). We all knew exactly what he was doing, and my father simply forgot about it.

Lastly, my father recently characterized Kevin as the "greediest person he has ever met." He bases this comment on the allegation that Kevin asked for a check for $1 million at the last board meeting. This request NEVER OCCURRED. My father was also put off by Kevin's request that an independent compensation committee be formed by the board and that this committee work with an independent compensation advisory firm to evaluate Kevin's compensation. Kevin did in fact make this request, and he was motivated by the desire to put in place a process that would give shareholders confidence that his compensation was independently set and was reasonable. I cannot understand how this proposal can in any way be thought of as "greedy."

Kevin has attempted to deal with my father's accusations in a responsible and respectful way. Several weeks ago, following my father's attempt to terminate him as CEO but prior to the recent board attempt to terminate him as president, Kevin asked that the Company retain an independent, qualified third party to examine my father's allegations. The motive behind this request was very clear – he wanted to give us all a chance to gain the facts, which clearly demonstrate that my father is confused, has a severely deteriorated short-term memory, and is suffering from

delusions. Having done so, it was Kevin's hope that everybody would be able to move on to confront and deal with the illness. This request was refused.

I then made the same request, privately, to my sister and my father. My motivation was the same. I wanted to get the facts on the table so that we would all be able to confront them and make the right decisions. I did not receive an answer from either of them. It is not fair to Kevin or Coastal's shareholders to leave these allegations of wrongdoing unaddressed, or to bury the truth of my father's mental impairment when so much is at stake.

Finally, Kevin called a board meeting on June 28 to formally request that the board authorize an independent investigation into my father's allegations. This board meeting was the first instance in which a person outside of the family, Mike Hagler, was made aware of my father's actions and his intent. Mike responded as any director who is aware of his fiduciary obligation to stakeholders must respond in this situation. He agreed an investigation should take place so that the board could act on an informed basis. In the email he sent to Merrill after the board meeting, he made note of my father's obvious confusion and his inability to distinguish fact, and was uncomfortable about what he thought was a great deal of "coaching" of my father during the board call by my mother and my sister. Mike and Kevin voted for the investigation, my father voted against it. My sister joined my father in voting against Kevin's proposal, which was therefore set aside.

Merrill's vote was extremely upsetting to me because she is very aware of the reality of our situation. She has told me many times, though, that she feels she cannot go against my father's wishes. She has had a great deal of guilt placed on her, and she also feels that it's my father's company to do with as he wants. However, despite my father's enormous past contributions, Coastal is the shareholder's company, not my father's, and Merrill's fiduciary responsibility requires her to act in accordance with the best interests of the company and its shareholders, rather than from a sense of parental loyalty that is misguided even if well intended.

The idea that the family does not want my father's allegations against Kevin to be examined speaks volumes. They will apparently go to any length to hide my father's illness. They will sacrifice my husband despite his unqualified success at building and running CFRC, which just enjoyed what I am told are its highest monthly and highest quarterly earnings ever. They will jeopardize the livelihood and financial condition of all of the company's employees and stakeholders. These actions will place my sister in a position where she will bear liability for any financial damage done to these stakeholders by my father should he gain control of the company. And finally, they will abandon me and my son, throwing us to the curb with Kevin.

And to what end? To keep a secret for a few weeks or months? I cannot not permit this to happen. There is too much at stake for all concerned.

I have presented the facts to all of you to consider once more before you move a single step further down this path. My family is making a huge mistake that is literally unbelievable. They must stop and consider what they are doing and they must address my father's health issues rather than try to hide from them.
I therefore demand that the board take immediate and appropriate action to remedy the breaches of fiduciary duty which occurred at the June 28 board meeting, and to stop any further breaches of fiduciary duty from occurring. First, the board should take all necessary steps to address my father's incapacity to serve as a Coastal board member or officer. The shareholder meeting deficiently noticed for July 16 should be postponed, and a suitable replacement for my father should be identified to take his place on the board. Until this board transition occurs, the board should affirm that Kevin continues to serve as President and CEO until the board can act on an informed basis to determine whether Coastal's best interests are served by a change. (The vote on Kevin's removal at the June 28 board meeting deadlocked 2-2, and Mr. Herring was not authorized by the board or qualified to render an opinion on Virginia law or to nullify the vote. Further, Mr. Herring has acknowledged in a letter to Mr. Hagler that his opinion nullifying Kevin's vote has no support in the case law, and that his position may be incorrect.) If an independent board acting solely in the best interest of Coastal determines that a leadership change is warranted, Kevin will assist, if requested, in identifying a person suitable to take his place, which he would do as quickly as possible. If the board has any doubt about Kevin's performance based upon my father's allegations, I (and he) would continue to welcome a thorough and independent review of each and every one of these allegations and would ask that you authorize it immediately.

It is time to make the right decision, and to do what is right for my father and his legacy. As a shareholder, I must and will hold the board accountable for their actions as fiduciaries for the Coastal shareholders.

Sincerely,

Hampton

cc: Mr. Bradley J. Herring
Poyner & Spruill LLP
P.O. Box 353
Rocky Mount, NC 27802

Mr. Michael R. Smith
King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309

July 6, 2012

Mr. Bradley J. Herring
Poyner & Spruill LLP
P.O. Box 353
Rocky Mount, NC 27802

Dear Brad:

I write to express my concern regarding your role in the leadership and governance crisis currently existing at Coastal Forest Resources Company ("CFRC" or the Company), for which you serve as counsel, and to instruct that you cease participation in the attempt to hold a special shareholders meeting to change the board membership.

As you know, the CFRC Board held a special meeting on June 28, 2012 to address allegations of misconduct made against me by CFRC director Paul Barringer. Several of these allegations related to the April 22, 2012 board meeting which you attended in person. Paul alleges that I threw him and Merrill out of that board meeting, and that someone "threw a book" at Merrill. As a participant in that meeting, you have first hand knowledge that neither of those actions occurred.

At the June 28 board meeting, I made a motion that the board take the responsible action of engaging an independent third party to investigate the allegations of wrongdoing that Paul made against me. Rather than counsel the board regarding its fiduciary responsibility to become fully informed before taking action, or offering your own recollection of the events which transpired at the April 22 board meeting to refute Paul's delusional allegations, you stood by silently as Paul called for a vote on the motion. Further, despite Paul's obvious self-interest in avoiding an independent investigation to determine the validity of the baseless charges he made against me, you offered no opinion on whether Paul was a disinterested director for purposes of the motion to investigate his allegations.

You also stood by silently as Paul used allegations you knew to be unfounded as part of the basis for a motion to remove me from my positions with CFRC and to appoint himself as President and CEO. At this point, without a request or authorization from the board, you volunteered your interpretation of Virginia corporate law regarding who would be considered a "disinterested director" for purposes of Paul's motion. When the motion to remove me from my offices deadlocked at 2-2, you intervened, again without request or authorization from the board, to nullify my vote and unilaterally declare that the motion to remove me carried 2 to 1.

I have since learned that you have acknowledged that your views lack case law support and that you are not qualified to render opinions on Virginia law. In an undated letter you wrote in response to Mr. Hagler's letter to you dated June 28, 2012 questioning your conflict of interest opinions, you acknowledged that you had found "no case law

which provided any guidance" related to the director conflict of interest issues on which you opined and apparently based your unauthorized action in purporting to nullify my vote. Even after admitting that your positions have no support in case law, you did not articulate what, if any, other authority does support your determination that the vote of an interested director can or must be disregarded under Virginia law, or that you had the power to nullify my vote. Further, you candidly acknowledged that your position "may be incorrect." I am certainly not aware of any provision of Virginia corporate law or the CFRC By-Laws which precludes a director with interest in a matter under consideration from voting on that matter, or which requires that such vote be disregarded.

I am concerned that you did not disclose this information or otherwise qualify your opinions at the board meeting. I am also concerned that you did not disclose when offering your opinions on Virginia law that you are not a member of the Virginia bar, and that the only jurisdiction in which you are admitted to practice (according to your website) is North Carolina.

Not only did the board not request or authorize you to determine whether any votes at the June 28 meeting should be nullified, the board has never bestowed on you any power or authority to break director voting deadlocks, or serve as arbiter of a dispute among board members regarding whose votes shall be counted under Virginia law or the CFRC By-Laws.

Your actions and determinations at the June 28 board meeting regarding whether my vote counted on the motion to remove me were both unauthorized and legally erroneous, and must therefore be disregarded. For these reasons, I am in agreement with Mr. Hagler's position set forth in his June 28 letter that the motion to remove me from my offices at CFRC failed to pass and that I therefore remain President and CEO of CFRC.

Finally, I am becoming concerned that you have lost sight of your obligation to act on behalf of CFRC rather than on behalf of any particular CFRC board member or shareholder. Hampton recently received from you a Memorandum and a document titled Notice of Special Shareholders' Meeting which purports to call a special shareholders' meeting on July 16, 2012. The Notice is deficient in several respects, and does not identify who is calling the meeting or why they have the right to call a special meeting. You certainly do not have the right to call a special shareholders meeting under the CFRC By-Laws. Further, as calling and noticing a special shareholder meeting in this instance is not an action of the board or CFRC, but can only be individual action by one or more shareholders, you do not have the authorization as counsel for CFRC to act on behalf of one or more shareholders instead of the corporation.

I believe your actions at the June 28 board meeting and in working individually with Paul and/or Merrill (if that is the case) to aid them in attempting to call a special shareholders' meeting demonstrate that you may have a conflict of interest that disables you from representing the corporation or any shareholder in connection with the special meeting.

As President, CEO, and a director of CFRC, I instruct that you cease all participation in the attempt to hold a special shareholders meeting in connection with the Notice you circulated, and that you cease providing any individual shareholder counsel or assistance in connection with such a meeting.

Finally, as set forth above, you have taken several actions to support Paul and Merrill's attempt to remove me from my offices and from the board and to install Paul as President and CEO of CFRC. You have taken these actions despite having witnessed Paul's erratic and confused behavior beginning with the April 22 board meeting, which continued at the June 28 meeting. You have received notice that Paul has been diagnosed as suffering from a form of Alzheimer's Disease. Should CFRC and its shareholders suffer damages from CFRC board actions which interfere with the performance of my duties as an officer of CFRC, or which result in my removal from, and Paul's election to, the offices of President and CEO of CFRC, you will be held accountable for facilitating these wrongful actions and aiding and abetting breaches of fiduciary duty.

Sincerely,

Kevin M. Luzak

cc: Michael R. Smith
King & Spalding LLP

Poyner Spruill LLP

Bradley J. Herring
Partner
D: 252.972.7081
F: 252.972.7045
bherring@poynerspruill.com

July 9, 2012

Mr. Paul B. Barringer II
14 S. Calibogue Cay
Hilton Head Island, SC 29928

Ms. Merrill Barringer Light
9 Wild Heron Point
Hilton Head Island, SC 29928

Michael B. Hagler, Esq.
Fulcher Hagler LLP
Post Office Box 1477
Augusta, GA 30903-1477

Mr. Kevin M. Luzak
167 East 71st Street
New York, NY 10021

RE: Coastal Forest Resources Company

Dear Paul, Merrill, Mike and Kevin:

I am writing this letter to notify each of you as directors of Coastal Forest Resources Company ("CFRC") that effective immediately I am withdrawing from representing CFRC and am resigning in my capacity as assistant secretary of CFRC. I am enclosing herewith a copy of a letter which I received from Kevin calling into question my role in the current shareholder dispute and certain actions taken at the June 28 board meeting, and while not conceding any points which Kevin has raised, I believe it is in the best interest of CFRC that I withdraw as its counsel and resign as its assistant secretary.

Separate counsel should be retained by CFRC immediately to advise it with respect to the actions taken at the June 28 board meeting and in connection with the upcoming special shareholders meeting. In particular, Kevin has indicated he believes the notice of the shareholders meeting was deficient, and separate counsel should be consulted to determine whether the notice was defective in any respect and if the meeting should be rescheduled after a new notice has been sent to the shareholders.

I deeply regret having to take this action, and hope you will be able to resolve your disputes.

Very truly yours,

Bradley J. Herring
Partner

BJH:nmm

Enclosure

cc: CFRC Shareholders
John M. Jolley, McNair Law Firm
Michael R. Smith, King & Spaulding LLP

RESIGNATION OF ASSISTANT SECRETARY OF
COASTAL FOREST RESOURCES COMPANY

The undersigned does hereby resign as Assistant Secretary of Coastal Forest Resources Company effective immediately.

Bradley J. Herring

Date: July 9, 2012

Sworn to and subscribed before me
this 9th day of July, 2012

Notary Public

NELL MARSHBURN
NOTARY PUBLIC
Nash County, NC

My Commission Expires: 1.24.2015

Fulcher Hagler LLP
ATTORNEYS AT LAW SINCE 1946

A Partnership Including Professional Corporations
Post Office Box 1477 · Augusta, Georgia 30903-1477
One 10th Street, Ste. 700 · Augusta, Georgia 30901
Telephone: (706) 724-0171

Direct Fax: (706) 396-3615
Email: mhagler@fulcherlaw.com
Admitted in GA only

July 12, 2012

EMAIL:
Mr. Paul B. Barringer, pbb@coastalforestresources.com
Ms. Merrill B. Light, merrilllig@aol.com
Mr. Kevin M. Luzak, kluzak@archerholdings.com

RE: Coastal Forest Resources Company ("CFRC")

Dear Paul, Kevin, and Merrill:

We are all familiar with the June 28, 2012 CFRC board meeting and the multiple subsequent letters, i.e. my letter to Brad, his reply, my letter to Merrill, Hampton's recent letter to the board, Kevin's letter to Brad and Brad's to the board. I have no reason to repeat the details of the meeting or those letters here. However, I must press my concerns as a director of CFRC. I continue to question the board's actions in its June 28 meeting. I disagree with our former corporate counsel's ruling on the conflict of interest issue. I believe Kevin remains president and CEO of the company.

Respectfully, I demand the following:

1. The board must authorize and pursue an independent investigation into all facts surrounding the current situation. I cannot in future meetings be expected to vote responsibly on any matter without being fully informed with adequate information from a reliable source. Current and future board members cannot vote responsibly on a matter without being fully informed. If Hampton's statements are correct, the board not only has inadequate information, but apparently individual board members may be withholding information from the board.

If Paul, Merrill, and perhaps soon to be Randy, have justifiable and verifiable information to (a) remove Kevin as president and CEO, and (b) appoint Paul then I must be fully informed of that information. And, based on the allegations flying back and forth between family members, I must be allowed a full independent investigation to confirm the information before the next board meeting. We should not vote to remove Kevin without knowledge of facts surrounding his removal, and reasons for his removal. We should not vote to appoint Paul without investigating his current mental state. Before voting, we should be advised of any conflicts which may affect how a director votes.

I have personally observed behavior in at least two board meetings and in my call with Paul two weeks ago which suggests that there are issues with his mental capacity. Hampton's letter now offers confirmation of my observations.

2. I need to retain and CFRC shall fund independent counsel of my choosing to provide me with advice and direction regarding my fiduciary duties, as a director, under the current situation. I consider myself the sole outside director and being asked to make judgments on matters on which I am currently uninformed – both factually and legally. The company must provide me with counsel and must provide that counsel quickly.

3. A copy of CFRC's current directors and officers insurance policy. For multiple reasons, my counsel and I need to review the policy.

Lastly, I urge the CFRC board members and the shareholders to promptly adopt a course which informs everyone and enables them to fully understand, and then satisfy, their duties here – which I believe is to primarily act in the best interest of CFRC and all of its shareholders. Otherwise, I foresee the danger of CFRC being damaged – and ensuing claims, litigation, etc. For starters, since the notice of the shareholders meeting (scheduled for 7/16) may have been improper, and for reasons stated above, I suggest that this meeting be cancelled. Also, in light of Brad's resignation and thus the board's having no counsel to advise it, I suggest the board needs to retain Virginia counsel promptly for representation.

Thank you.

Very truly yours,

Michael B. Hagler

MBH

cc: Mr. Brad J. Herring, Email: BHerring@poynerspruill.com
Mr. John M. Jolley, Email:jjolley@mcnair.net
Mr. Michael R. Smith, Email: mrsmith@kslaw.com
Mrs. Hampton Luzak, Email: hamptonluzak@me.com

From: MHagler@fulcherlaw.com [mailto:MHagler@fulcherlaw.com]
Sent: Friday, August 03, 2012 10:12 AM
To: JJolley@MCNAIR.NET; pbb@cfrc.co; merrillig@aol.com
Cc: tbryant@cfrc.co; Bayler, Mason; Gwathmey, John Owen
Subject: 120803 MBH response Proposed Board Resolutions

Dear John,

I am back in the office. I have reviewed the proposed resolution and offer the following comments which I intend to repeat in the meeting and which should be included in the minutes:

In my opinion, Paul Barringer is ill, and his judgment is impaired. I personally experienced this at the last regular directors' meeting held in Charleston. I heard it in the telephonic meeting held in June. I believe Merrill and her husband, Randy, are exercising poor judgment. My earlier letters speak for themselves. I have no need to repeat what was contained in those letters, however until there is an independent investigation surrounding the facts of Kevin's termination, and why the other board members feel the need to hire Travis as his successor, I cannot be comfortable with this decision.

By all accounts, Travis is an excellent CFO, but the board is now elevating Travis above Tom Evans and his other equals in the company's professional management. I fear this sort of shakeup in company management will affect the company's performance. I am concerned Travis is a puppet. Given the circumstances of his appointment, he will have no choice but to follow Paul's lead, or suffer termination if he incurs Paul's irrational wrath.

I have been informed Troutman Sanders represents Merrill and Paul. I understand Merrill has not sought independent advice. She and her father clearly have a legal conflict of interest. Again, this shows poor judgment on her part.

Who is serving as corporate counsel? What advice has the company received concerning the validity of the recent meetings and developments to date?

Mike

Coastal Forest Resources Company
Minutes of Special Meeting of Shareholders
August 3, 2012

A special meeting of the shareholders of Coastal Forest Resources Company (the "Company") was held on August 3, 2012. Travis Bryant, Secretary of the Company, called the meeting to order at approximately 10:00 a.m. Eastern Daylight Time. Mr. Bryant first read the names of the holders of voting common stock, attached hereto as Annex A, and determined that all were present in person or by proxy and that a quorum was present at the meeting. Mr. Bryant was then unanimously selected by the shareholders to preside over the meeting and to serve as the secretary of the meeting.

Mr. Bryant announced that the first item of business was to consider a proposal to remove Kevin M. Luzak from the Company's Board of Directors. Merrill B. Light made a motion to approve the removal of Kevin M. Luzak from the Company's Board of Directors, and Mr. Bryant asked if there was any discussion on the matter. After no discussion among the shareholders, Mr. Bryant took a roll call vote on the proposal. Votes were cast as set forth on Annex A, and the motion was approved (with the number of votes cast in favor of the motion constituting a majority of the votes entitled to be cast by all the holders of the Company's voting common stock).

Mr. Bryant announced that the second item of business was to consider the election of James Randolph Light, Jr. to the Company's Board of Directors to fill the vacancy created by Mr. Luzak's removal. Merrill B. Light made a motion to approve the election of Mr. Light to the Company's Board of Directors, and Mr. Bryant asked if there was any discussion on the matter. After no discussion among the shareholders, Mr. Bryant took a roll call vote on the proposal. Votes were cast as set forth on Annex A, and the motion was approved (with the number of votes cast in favor of Mr. Light representing a plurality of the votes cast).

Mr. Bryant announced that the third item of business was to consider amending the third sentence of Article II, Section 4 of the Company's by-laws to read as follows: "Other meetings of the Board of Directors shall be held at times fixed by resolution of the Board, or upon the call of the President or of any two directors." Merrill B. Light made a motion to approve the amendment, and Mr. Bryant asked if there was any discussion on the matter. After no discussion among the shareholders, Mr. Bryant took a roll call vote on the proposal. Votes were cast as set forth on Annex A, and the motion was approved (with more votes cast in favor of the amendment than against the amendment).

Mr. Bryant announced that the last item of business was to consider amending Article V, Section 1 of the Company's bylaws by deleting the following sentence: "The President shall be chosen from among the directors." Merrill B. Light made a motion to approve the amendment, and Mr. Bryant asked if there was any discussion on the matter. After no discussion among the shareholders, Mr. Bryant took a roll call vote on the proposal. Votes were cast as set forth on Annex A, and the motion was approved (with more votes cast in favor of the amendment than against the amendment).

There being no further business to consider at this Special Meeting of Shareholders, the meeting was adjourned at approximately 10:20 a.m. Eastern Daylight Time.

Respectfully submitted,

J. Travis Bryant
Secretary

Annex A

[See attached Voting Tally Sheets in Excel Format]

HILTONHEAD 773503v1

CFRC 000678
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Item 1: Removal of Kevin M. Luzak from Board of Directors (requires that majority of total voting common stock (95,384 votes) vote for removal)

Name	Shares Owned	Proxies*	Total Votes**	Votes For	Votes Against	Abstentions	Notes
Merrill B. Light	59,521	(3)	59,518	59,518			Granted proxies for one share each to J. Mason Bayler, John Owen Gwathmey, and John M. Jolley
Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008 Irrevocable Trust B U/A dated December 17, 2008	59,521		59,521		59,521		
Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98	38,272		38,272	38,272			Merrill Light as Trustee
Robert C. L. Conger	19,901	13,551	33,452			33,452	
Robert C. L. Conger as Trustee u/a/w Stephen H. Conger, Jr. dtd 12/22/94 fbo Stephen H. Conger, III	3,929	(3,929)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Geoffrey A. Hardee	1,519	(1,519)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Robert C. L. Conger, Jr.	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Lewis F. Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Mary Sue Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
R. Mason Bayler, Jr.	-	1	1	1			
John Owen Gwathmey	-	1	1	1			
John M. Jolley	-	1	1	1			
Total	190,766	-	190,766	97,793	59,521	33,452	
					Total Votes	190,766	

*Enter proxies granted as negative numbers and proxies received as positive numbers; total must equal zero.
**Equals shares owned minus proxies granted or plus proxies received; total must equal 190,766.

CFRC 000679
CONFIDENTIAL

CFRC 000680
CONFIDENTIAL

Item 2: Election of James Randolph Light, Jr. to the Board of Directors (requires a plurality of the votes cast)

Name	Shares Owned	Proxies*	Total Votes**	Votes For	Votes Against	Abstentions	Notes
Merrill B. Light	59,521	(3)	59,518	59,518			Granted proxies for one share each to J. Mason Bayler, John Owen Gwathmey, and John M. Jolley
Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008 Irrevocable Trust B U/A dated December 17, 2008	59,521		59,521		59,521		
Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98	38,272		38,272	38,272			Merrill Light as Trustee
Robert C. L. Conger	19,901	13,551	33,452			33,452	
Robert C. L. Conger as Trustee u/a/w Stephen H. Conger, Jr. dtd 12/22/94 fbo Stephen H. Conger, III	3,929	(3,929)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Geoffrey A. Hardee	1,519	(1,519)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Robert C. L. Conger, Jr.	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Lewis F. Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Mary Sue Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
R. Mason Bayler, Jr.	-	1	1	1			
John Owen Gwathmey	-	1	1	1			
John M. Jolley	-	1	1	1			
Total	190,766	-	190,766	97,793	59,521	33,452	
					Total Votes	190,766	

*Enter proxies granted as negative numbers and proxies received as positive numbers; total must equal zero.
**Equals shares owned minus proxies granted or plus proxies received; total must equal 190,766.

CFRC 000681
CONFIDENTIAL

Item 3: Amendment to Article II, Section 4 of the By-Laws (requires more votes in favor of the amendment than against)

Name	Shares Owned	Proxies*	Total Votes**	Votes For	Votes Against	Abstentions	Notes
Merrill B. Light	59,521	(3)	59,518	59,518			Granted proxies for one share each to J. Mason Bayler, John Owen Gwathmey, and John M. Jolley
Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008 Irrevocable Trust B U/A dated December 17, 2008	59,521		59,521			59,521	
Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98	38,272		38,272	38,272			Merrill Light as Trustee
Robert C. L. Conger	19,901	13,551	33,452	33,452			
Robert C. L. Conger as Trustee u/a/w Stephen H. Conger, Jr. dtd 12/22/94 fbo Stephen H. Conger, III	3,929	(3,929)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Geoffrey A. Hardee	1,519	(1,519)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Robert C. L. Conger, Jr.	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Lewis F. Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Mary Sue Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
R. Mason Bayler, Jr.	-	1	1	1			
John Owen Gwathmey	-	1	1	1			
John M. Jolley	-	1	1	1			
Total	190,766	-	190,768	131,245	-	59,521	
					Total Votes	190,766	

*Enter proxies granted as negative numbers and proxies received as positive numbers; total must equal zero.
**Equals shares owned minus proxies granted or plus proxies received; total must equal 190,766.

CFRC 000682
CONFIDENTIAL

Item 4: Amendment to Article V, Section 1 of the By-Laws (requires more votes in favor of the amendment than against)

Name	Shares Owned	Proxies*	Total Votes**	Votes For	Votes Against	Abstentions	Notes
Merrill B. Light	59,521	(3)	59,518	59,518			Granted proxies for one share each to J. Mason Bayler, John Owen Gwathmey, and John M. Jolley
Anne Hampton Barringer Luzak and Wilmington Trust Company, Trustee of the AHBL 2008 Irrevocable Trust B U/A dated December 17, 2008	59,521		59,521		59,521		
Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust u/a dated 12/4/98	38,272		38,272	38,272			Merrill Light as Trustee
Robert C. L. Conger	19,901	13,551	33,452	33,452			
Robert C. L. Conger as Trustee u/a/w Stephen H. Conger, Jr. dtd 12/22/94 fbo Stephen H. Conger, III	3,929	(3,929)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Geoffrey A. Hardee	1,519	(1,519)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Robert C. L. Conger, Jr.	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Lewis F. Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
Marian Conger Edwards as Trustee u/a/w Robert C. L. Conger, dtd 12/27/04 fbo Mary Sue Conger	2,701	(2,701)	-				Granted Proxy to Bob Conger
R. Mason Bayler, Jr.	-	1	1	1			
John Owen Gwathmey	-	1	1	1			
John M. Jolley	-	1	1	1			
Total	190,766	-	190,766	131,245	59,521	-	
					Total Votes	190,766	

*Enter proxies granted as negative numbers and proxies received as positive numbers; total must equal zero.
**Equals shares owned minus proxies granted or plus proxies received; total must equal 190,766.

Exhibit 14

Fulcher Hagler LLP
ATTORNEYS AT LAW SINCE 1946

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
Post Office Box 1477 • Augusta, Georgia 30903-1477
One 10th Street, Ste. 700 • Augusta, Georgia 30901
Telephone: (706) 724-0171

Direct Fax: (706) 396-3615
Email: mhagler@fulcherlaw.com
Admitted in GA only

August 23, 2012

EMAIL: tbryant@coastalforestresources.com
Mr. J. Travis Bryant
Coastal Forest Resources Company

RE: Resignation as a CFRC Director

Dear Travis,

Having considered the multiple issues facing CFRC and its Board and my role/position as a director, I have decided to resign. I see no need to raise these issues in this letter. My views are documented and, I believe, well understood. Please accept this as my letter of resignation as a CFRC director effective immediately. I have enjoyed my tenure and wish everyone the best as the company goes forward. I would like to receive a copy of the last Board minutes.

As you may be aware, I previously requested Coastal hire independent Virginia legal counsel to represent the company and provide independent advice to the board. This request was ignored. I also requested Coastal hire counsel to provide me guidance. This request was ignored. I was forced to hire Virginia counsel to guide me, as a director, through the unfortunate set of events. Attached is his cover sheet for his statement. I have paid the bill. Please reimburse me within the next 30 days.

Very truly yours,

Michael B. Hagler

MBH:cr
Attachment

cc: Mr. Paul B. Barringer, Email: pbb@coastalforestresources.com
Ms. Merrill B. Light, Email: merrilllig@aol.com
Mr. Randy Light, Email: rlight@islc.net

CFRC 000019
CONFIDENTIAL

STOCK POWER

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Paul B. Barringer, II, Co-Trustee of the Paul B. Barringer Revocable Trust**, dated December 4, 1998, as amended ("**Assignor**") hereby assigns, transfers, and conveys 38,271 shares of his right, title, and interest in and to his shares of stock in **Coastal Forest Recourses Company**, a Virginia corporation ("**Corporation**") which consists of a total of 38,272 shares of voting common stock represented by Share Certificate number fourteen (14) and Assignor to **Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust**, dated February 1, 2008 ("**Assignee**") and hereby irrevocably appoints John M. Jolley, as his attorney in fact to transfer said Shares on the books of the Corporation with the full power of substitution.

IN WITNESS WHEREOF, the undersigned executes this Stock Power this 11th day of September, 2012.

Witnesses:

Merrill V. Barringer

Sharon E. Potts

Assignor:

Paul B. Barringer Revocable Trust

By: Paul B. Barringer II
Paul B. Barringer, Co-Trustee

HILTONHEAD 773531 v1 049819-00003
09/04/2012

Assignment of Shares

This Assignment of Shares ("Assignment"), effective as of the 11th day of September, 2012, is entered into by and between **Paul B. Barringer, II, Co-Trustee of the Paul B. Barringer Revocable Trust**, dated December 4, 1998, as amended ("**Assignor**"); **Merrill Barringer Light, Trustee of the Merrill Barringer Light Revocable Trust**, dated February 1, 2008 ("**Assignee**"); and **Coastal Forest Recourses Company**, a Virginia corporation ("**Corporation**").

Whereas, Assignor presently holds 38,272 shares of the issued and outstanding shares of stock in the Corporation ("Shares") of all issued and outstanding shares of stock in the Corporation.

Whereas, Assignor desires to assign and Assignee desires to receive 38,271 Shares of Assignor's Shares in the Corporation.

Now, Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows.

1. Assignment of Shares. Assignor hereby assigns 38,271 Shares of Assignor's Shares in the Corporation to Assignee. Assignor represents and warrants that the Shares hereby assigned to Assignee are owned by Assignor and such transfer is free and clear from any and all encumbrances of any nature whatsoever and that Assignor has full power and authority to assign and transfer the Share to Assignee.

2. Miscellaneous Provisions.

2.1 Applicable Law. This Assignment is to be performed in the State of South Carolina and shall be governed by and construed in accordance with the laws of the State of South Carolina. Any action brought to enforce or interpret this Assignment shall be brought in the court of appropriate jurisdiction in Beaufort County, South Carolina.

2.2 Construction and Interpretation. If any provision of this Assignment require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion or agreement that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have participated equally in the preparation of this Assignment [and the documents and exhibits contemplated hereunder]and that legal counsel was consulted by each party before the execution of this Assignment.

2.3 Captions and Heading. Captions, headings or titles to sections or paragraphs used herein are for convenience and shall not be deemed to limit or alter any provision hereof.

2.4 Successors and Assigns. This Assignment and the terms and provisions hereto shall insure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

2.5 Entire Agreement. This Assignment embodies the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes all prior representations, agreements and understandings, oral or written, relating to such subject matter. Each party hereto represents and warrants to the other party that it is not relying on any promises, covenants, representations or agreements, oral or written, which are not set forth in this Assignment.

Assignor and Assignee execute this Assignment as of the date first above written.

Assignor:

Paul B. Barringer Revocable Trust

By: _____
Paul B. Barringer, II, Co-Trustee

Assignee:

Merrill Barringer Light Revocable Trust

By: _____
Merrill Barringer Light, Trustee

HILTONHEAD 773532v1 049819-00003
09/04/2012

November 8, 2012

Board of Directors
Coastal Forest Resources Company
8007 Florida-Georgia Highway
Havana, FL 32333

I am distressed by recent developments at CFRC and, with no other outlet to express my views as a shareholder I am submitting my views to the directors who have a fiduciary duty to protect my interests.

I requested, and received, the minutes of the meetings of the board of directors that have taken place since Merrill Light removed my husband, Kevin Luzak, from the board and replaced him with her husband, Randy Light. You will recall that she effected this change by voting her shares and my father's shares through the power of attorney that he assigned to her.

I understand through the minutes of the board meeting that was held on August 29, 2012 that the directors maintain that they have elected Travis Bryant, the current CEO, President, and CFO of CFRC, to the board. I find it incredible that I have to point out to the directors that shareholders, not directors, elect the members of the board. Please refer to Article II Section 3 of the Coastal Forest Resources Company By-Laws as Revised to February 14, 2005 to confirm that this is indeed the case with CFRC. **Directors have a fiduciary obligation to represent the interests of shareholders, <u>not</u> their own interests as directors.** Your brazen attempt to usurp so basic a shareholder right as the election of directors lies beyond comprehension.

I recently received a very large distribution from CFRC that was described in an accompanying email as a "special dividend". Although unprecedented and several million dollars in aggregate, this distribution came with no explanation or rationale. My father was consistently focused on reinvestment and growth while he was running the Company and would never have supported such a distribution. I am extremely distressed that among the very first decisions of the newly constituted board, acting in part through the power of attorney that he has granted to Merrill Light, is the approval of a distribution of this magnitude.

Finally, I understand that CFRC has appointed John Jolley to act as counsel for the company. I understand that Mr. Jolley has acted and may at present act as a representative of the personal interests of certain shareholders and directors. These dual roles present a clear conflict of interest and I demand that Mr. Jolley be replaced immediately.

No individual owns more stock in CFRC than I do. I demand that my interests be considered and protected by the directors of this company. I am very concerned by the path that you have chosen to follow since Merrill Light took control of the board. I remind you of your fiduciary obligations to me and all of the shareholders and insist that you honor them without fail.

Sincerely,

Hampton Luzak

LAST WILL
OF
PAUL B. BARRINGER, II

John M. Jolley, Esquire
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, South Carolina 29938
(843) 785-2171

LAST WILL AND TESTAMENT
OF
PAUL B. BARRINGER, II

Introductory Clause. I, **Paul B. Barringer, II,** a resident of and domiciled in the County of Beaufort and State of South Carolina, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I am married to **Merrill U. Barringer** and I have three living children: **Victor C. Barringer**; **Hampton Barringer Luzak**; and **Merrill Barringer Light**.

ITEM I
PAYMENT OF DEBTS

Direction to Pay Debts with Discretionary Refinancing by Personal Representative. I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death. I direct that my Personal Representative may cause any debt to be carried, renewed, and refinanced from time to time upon such terms and with such securities for its repayment as my Personal Representative may deem advisable taking into consideration the best interest of the beneficiaries hereunder. If at the time of my death any of the real property herein devised is subject to any mortgage, I direct that the devisee taking such mortgaged property shall take it subject to such mortgage and that the devisee shall not be entitled to have the obligation secured thereby paid out of my general estate.

ITEM II
PAYMENT OF TAXES

I direct that:

(1) **Direction to Pay All Taxes from Residuary Estate.** Except as provided in (2) herein, all estate, inheritance, succession, death, or similar taxes (except generation-skipping transfer taxes) assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will (which term wherever used herein shall include any Codicil hereto), be paid out of my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes. If my residuary estate is inadequate to pay such taxes, they shall be paid from the assets of my Revocable Trust.

(2) **Apportion Taxes on Nonprobate Property. QTIP Marital Trust to Pay Full Share.** All such taxes in respect to any property or interests in property included in my gross estate under sections 2035, 2036, 2037, 2038, 2039, 2040, 2041, and 2042 of the Internal Revenue Code shall be charged against and paid by the recipient or beneficiary of such property or interest in property or from the property or interest in the property, provided, however, there shall be no apportionment against any donee or recipient of any such property or interest in property which is a qualified charity under section 2055 and the property or interest in property was allowed in my federal estate tax proceedings as a charitable deduction. The amount of the tax to be charged

against such donee or recipient shall be determined by multiplying a fraction (the numerator of which shall be the federal estate tax value of the property to be apportioned as finally determined in my federal estate tax proceedings and the denominator of which shall be the total value of my taxable estate for such federal estate tax purposes) times the net amount of such taxes payable by my estate after the application of all credits against such taxes. Notwithstanding the above allocation and in lieu thereof, the estate tax liability to my estate due to the inclusion of any property pursuant to the provisions of section 2044 of the Internal Revenue Code shall be charged against such donee, trust, or recipient and paid in full with the amount of the contribution required to be paid calculated in accordance with the provisions of section 2207A of the Internal Revenue Code.

ITEM III
QTIP ELECTION

Discretionary Authorization for Personal Representative to Elect Reverse QTIP Trust and Trust C Assets as Qualified Terminable Interest Property in Testator's Revocable Trust Agreement. Under the Trust Agreement between me as Settlor and Merrill Barringer Light as Trustee dated the 4th day of December 1998, as thereafter amended and restated in its entirety on the 5th day of February, 2015, the Trustee is empowered to allocate certain assets to the Reverse QTIP Trust and Trust C. I give my Personal Representative the discretion to elect, as provided in Internal Revenue Code section 2056(b)(7)(B)(v), to cause all, part, or none of the assets of the Trust to be allocated to Reverse QTIP Trust and Trust C and be treated on my federal estate tax return as qualified terminable interest property. If my wife is a co-Personal Representative of this Last Will and Testament, then the other co-Personal Representative(s) shall have the sole authority to make this discretionary decision. If my wife is the sole serving Personal Representative then the next appointed alternate Personal Representative shall become empowered to be a special Personal Representative for the purpose of making this discretionary decision. If no alternate Personal Representative is appointed by this Last Will and Testament, then the court shall appoint a special Personal Representative for the purpose of making this discretionary decision. My wife shall not have the authority to make this discretionary QTIP election.

ITEM IV
RESIDUE DISPOSITION

Pourover Gift to Trustee of Testator's Inter Vivos Trust. I give, devise and bequeath all the rest, residue, and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to **Merrill Barringer Light** as Trustee of the Paul B. Barringer, II Revocable Trust, created under that certain Trust Agreement dated December 4, 1998, as thereafter amended and restated in its entirety on the 5th day of February, 2015, between me as Settlor and **Merrill Barringer Light** as Trustee and executed prior to the execution of this Will. My Trustee shall add the property bequeathed and devised by this Item to the principal of the above Trust and shall hold, administer, and distribute the property in accordance with the provisions of the Trust Agreement, including any amendments thereto made before my death.

ITEM V
PERSONAL REPRESENTATIVE APPOINTMENT

Naming the Personal Representative, Personal Representative Succession, Personal Representative's Fees, and Other Matters. The provisions for naming the Personal Representative, Personal Representative succession, Personal Representative's fees, and other matters are set forth below:

(1) **Naming an Individual Personal Representative.** I hereby nominate, constitute and appoint as Personal Representative of this my Last Will and Testament **Merrill Barringer Light** and direct that she shall serve without bond.

(2) **Final Succession if Individual Successor Personal Representative Cannot Act.** If my individual successor Personal Representative should fail to qualify as Personal Representative hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Personal Representative who shall also serve without bond shall be **John M. Jolley, Esquire** (pursuant to Item XI hereinbelow).

(3) **Fee Schedule for Individual Personal Representative.** For its services as Personal Representative, my individual Personal Representative shall receive no compensation but shall be entitled to reimbursement for reasonable expenses.

ITEM VI
MEANING OF PERSONAL REPRESENTATIVE

Definition of Personal Representative. Whenever the word "Personal Representative" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative named herein and to any successor or substitute Personal Representative acting hereunder, and such successor or substitute Personal Representative shall possess all the rights, powers and duties, authority, and responsibility conferred upon the Personal Representative originally named herein.

ITEM VII
PERSONAL REPRESENTATIVE POWERS

Powers for Personal Representative. By way of illustration and not of limitation and in addition to any inherent, implied, or statutory powers granted to Personal Representatives generally, my Personal Representative is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of my Estate which any individual could exercise in the management of similar

property owned in his or her own right, upon such terms and conditions as to my Personal Representative may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order. My Personal Representative shall be authorized and granted full power to obtain passwords and deal with any mail, e-mail, membership accounts, social media, electronic, or other media accounts, web sites, and domain and other registration names, including the power to deal with, sell, or terminate such accounts.

ITEM VIII
DISCRETION REGARDING TAX MATTERS

Discretion Granted to Personal Representative in Reference to Tax Matters. My Personal Representative as the fiduciary of my estate shall have the discretion, but shall not be required when allocating receipts of my estate between income and principal, to make adjustments in the rights of any beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Personal Representative believes has had the effect, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others; provided, however, my Personal Representative shall not exercise its discretion in a manner which would cause the loss or reduction of the marital deduction as may be herein provided. In determining the state or federal estate and income tax liabilities of my estate, my Personal Representative shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as state or federal estate tax deductions or as state or federal income tax deductions and shall have the discretion to file a joint income tax return with my wife. My Personal Representative shall have discretion to allocate and transfer to my wife, if she shall survive me, any federal estate tax credit that is unused by my estate after my death (the Deceased Spousal Unused Exclusion Amount ("DSUEA")). If my Personal Representative shall make such election, then my Personal Representative shall timely file a federal estate tax return (Form 706) and elect on such return that the DSUEA shall be allocated to my wife. If my Personal Representative shall decide not to make such allocation and timely file the election, then my wife may direct my Personal Representative to make such election and file such estate tax return, in which event my wife shall be required to reimburse my Estate for the reasonable cost of preparing and filing such federal estate tax return. If my estate plan includes a revocable trust agreement and it contains directions to my Personal Representative, I direct my Personal Representative to follow the directions in such trust agreement.

ITEM IX
DEFINITIONS RELATING TO FAMILY

Definitions of Family. The following definitions shall be used to define the family:

(1) **Definition of Children.** For purposes of this Will, "child" or "children" includes individuals entitled to take as a child under the laws of the State of South Carolina by intestate succession from the parent whose relationship is involved. Not included in this definition shall be either a person who is only a stepchild, a foster child, a grandchild, or any more remote descendant or a person who is otherwise excluded by the terms of this document. "Issue" of an individual

means a descendant of an individual. A "descendant" of an individual means all of his (or her) descendants of all generations, with the relationship of parent and child at each generation being determined by the definition of child and parent contained in the laws of the State of South Carolina. The terms "child," "children," "issue," "descendant," and "descendants" or those terms preceded by the terms "living" or "then living" shall include the descendant of the parent designated even though such descendant is born after the death of such parent.

(2) **Exclusion of Specific Family Member.** For purposes of this Will, and notwithstanding any other language or provision contained in this Will to the contrary, I do specifically exclude Hampton Barringer Luzak as a beneficiary under this Will. Hampton Barringer Luzak shall not be deemed to be a member of any class definition of beneficiaries contained in this document. This Will shall be interpreted as if Hampton Barringer Luzak shall have predeceased me. In addition, any issue of Hampton Barringer Luzak shall also be similarly excluded as a beneficiary of this Will unless specifically provided for herein.

(3) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ITEM X
BENEFICIARY CONTESTS

No Contest Restriction. I have, intentionally and with full knowledge, either failed to provide for one or more beneficiaries and/or provided for such beneficiaries in a more limited manner than other beneficiaries in this Last Will and Testament.

(1) **Impact on Beneficiary of Action Taken by Beneficiary.** If any beneficiary under this Will, singly or in conjunction with any other person or persons, directly or indirectly, (i) contests in any court the validity of this Will or, in any manner, attacks or seeks to impair or invalidate any of its provisions; (ii) claims entitlement by way of any written or oral contract to any portion of my estate; (iii) unsuccessfully challenges the appointment of any person named as Trustee or successor Trustee, or as Personal Representative or successor Personal Representative of my Last Will and Testament; (iv) objects in any manner to any action taken or proposed to be taken in good faith by the Personal Representative; (v) objects to any construction or interpretation of this Will, or any provision of it, that is adopted or is proposed in good faith by the acting Personal Representative; (vi) unsuccessfully seeks the removal of any person acting as Trustee of any Trust created under this instrument; (vii) files any creditor's claim against my estate (without regard to its validity), whether the claim arose before or after the date of this instrument; (viii) files a petition or other pleading to change the character of any property subject to this Will; (ix) claims in any proceeding that any assets held or claimed under this instrument were held as joint with right of survivorship property; (x) files a petition or other pleading seeking to impose a constructive trust or resulting trust on any assets claimed under this Will, or (xi) participates, conspires, or assists with another in any of the previous actions in a manner adverse to this Will, then and in that event that person's right to take any interest given to him or her by or under this Will shall be determined as it would have been determined if the person had predeceased the execution of this instrument without surviving issue.

(2) **Exclusions.** The provisions of this Item shall neither apply to any "qualified disclaimer" by any person of any benefit under this Will nor cause a forfeiture of any distribution otherwise qualifying for either a marital or charitable federal estate tax deduction.

(3) **Personal Representative Powers.** My Personal Representative is hereby authorized to defend, at the expense of my estate, any contest or other attack of any nature on this Will or any of its provisions. All such costs of defense of such action shall be charged to and deducted from the share, if any, of that challenging beneficiary, regardless of whether the challenging beneficiary was successful or not in his or her challenge. If there is no such share, then the defense of this action shall be treated as an administrative expense of my estate.

(4) **Severability.** In the event that any provision of this Item is held to be invalid, void, or illegal, the same shall be deemed severable from the remainder of the provisions in this Item, and shall in no way affect, impair, or invalidate any other provision in this Item. If any provision of this Item shall be deemed invalid due to its scope and breadth, such provision shall be deemed modified and interpreted as closely as possible to my intent so as to permit that provision to be deemed valid and enforceable as permitted by law.

ITEM XI
DEFINITION OF INTERNAL REVENUE CODE TERMS

Definition of Words Relating to the Internal Revenue Code. As used herein, any word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to my estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

ITEM XII
SIMULTANEOUS DEATH

Simultaneous Death Provision Presuming Beneficiary Predeceases Testator. Reverse Presumption as to Wife. If any beneficiary and I should die under such circumstances as would make it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this Will that the beneficiary predeceased me; provided, however, that if my wife shall die with me as aforesaid, I direct that she shall be conclusively presumed to have survived me.

ITEM XIII
McNAIR LAW FIRM, P.A. PROVISIONS

Additional Provisions for the McNair Law Firm, P.A. and Its Attorneys. At my request either the firm of McNair Law Firm, P.A. or an attorney of that firm (hereinafter both individually and collectively referred to as the "Firm") has agreed to serve as a personal representative or co-personal representative of my estate. The following provisions pertain to the acceptance of that fiduciary position by the Firm and/or its individual attorneys.

(1) **Additional Powers.** In addition to the powers granted herein, the Firm shall have the following specific estate powers as to the estate property and may exercise the same in its discretion without court order or approval:

(a) To engage the Firm, or any successor entity, to render legal services that will be necessary from time to time to provide for the continued administration of my estate.

(b) To designate in writing an individual or a corporate entity to act as special personal representative with respect to specific estate property to act as agent for the Firm to assist the Firm in fulfilling its duties under my estate.

(c) To appoint a successor senior attorney of the Firm to act on behalf of the Firm in all fiduciary responsibilities delegated under my estate.

(2) **Compensation of The Firm.** In addition to legal fees charged by the Firm, the Firm shall also be entitled to receive compensation for its services as personal representative in accordance with its fee schedule for fiduciary services in effect at the time such services are rendered, and such compensation may vary from time to time based on such schedule. If the Firm does not have a customary fee schedule for fiduciary services in effect at any time, then the Firm may charge a reasonable fee for such services rendered. The firm shall also be entitled to reimbursement for reasonable expenses actually incurred in the administration of the estate. In the event that the Firm shall serve as a co-personal representative, such fee shall be earned for its services, notwithstanding the fact that a co-personal representative is also serving. In the event that there is an overlap of services, the Firm shall, in its sole discretion, apportion the fees between fiduciary services and legal services, as it deems reasonable and appropriate.

I recognize that the Firm will charge a separate fee for its legal services, which fee for its legal services shall be in accordance with its customary charges.

Such compensation may be paid directly from the Estate without court approval.

(3) **Potential Conflict of Interest.** Without limitation, I have been informed and understand that the appointment of the Firm may give rise to a potential future conflict of interest. In the event that some matters arise which would amount to a conflict, the Firm would be required to divorce itself from the matter completely. I further understand that there is in the appointment of the Firm as Personal representative an inherent financial benefit to the Firm beyond legal matters relating to the Estate. I understand that in the event of a challenge to the validity of the Estate, the Firm's credibility as a witness may be impaired due to its perceived interest in the outcome arising from its services as fiduciary hereunder. Notwithstanding all of the foregoing, I have knowingly and willingly appointed the Firm, as personal representative, and has been advised, but has elected not to, seek independent counsel in regard to the establishment of the Estate, the appointment of the Firm as personal representative, or matters relating to the subsequent administration of the Estate. In the event that some matters arise in the administration of my estate which would amount to a conflict, the Firm would be required to divorce itself from the matter completely.

Testimonium, Attestation, and Self-Proving Affidavit. I, **Paul B. Barringer, II**, the Testator, sign my name to this instrument this the 5th day of February, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Paul B Barringer II

Paul B. Barringer, II
TESTATOR

We, Virginia Ritchie and **Rebecca L. Bostick**, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, and in the presence of each other, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Virginia Ritchie
WITNESS

Rebecca L. Bostick
WITNESS

THE STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Subscribed, sworn to, and acknowledged before me by **Paul B. Barringer, II**, the Testator, and subscribed and sworn to before me by Virginia Ritchie, witness, this the 5th day of February, 2015.

(Seal)
Notary Public for South Carolina
My commission expires: 05/20/2020

FILED
2016 JUN -9 PM 3:00
PROBATE COURT
BEAUFORT COUNTY, SC

16
2TH
McNair

BEAUFORT COUNTY SC - ROD
BK 3385 Pgs 1517-1526
FILE NUM 2015012223
03/16/2015 01:06:29 PM
REC'D BY rwebb RCPT# 768951
RECORDING FEES $21.00

Durable Power of Attorney
by
Paul B. Barringer, II

(Effective Immediately)

John M. Jolley, Esquire
McNair Law Firm, P.A.
23-B Shelter Cove Lane
Hilton Head Island, South Carolina 29928

GENERAL DURABLE POWER OF ATTORNEY
Given By Paul B. Barringer, II, As Principal

KNOW ALL MEN BY THESE PRESENTS, that I, **Paul B. Barringer, II**, (hereinafter sometimes referred to as the "Principal") of Hilton Head Island, Beaufort County, South Carolina, do hereby constitute and appoint **Merrill Barringer Light** (hereinafter referred to as "Agent") of Hilton Head Island, South Carolina, as true and lawful attorney for me and in my name, place and stead to exercise the powers set forth below. In addition, I have this day also appointed **James Randolph Light, Jr.** of Hilton Head Island, South Carolina, to serve as alternate agent but without authority to exercise any of the powers set forth below except that if **Merrill Barringer Light** shall be unable or unwilling to serve or to continue to serve as Agent, then **James Randolph Light, Jr.** shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Agent and shall thereafter be referred to as "Agent". My alternate agent (namely, **James Randolph Light, Jr.**) may execute and deliver an affidavit that my Agent is unwilling or unable to serve or to continue to serve and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein. In such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

I. **ASSET POWERS**

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

A. **Power to Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.

B. **Power to Buy.** To buy every kind of property, real, personal, intangible or mixed, upon such terms and conditions as my Agent shall deem appropriate.

C. **Power to Invest.** To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible or mixed, wherever located, including without being limited to commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations

regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent.

D. **Power to Manage Real and Personal Property.** With respect to real and personal property; to lease, and release; to recover possession of by all lawful means; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other real and personal property; to mortgage and/or grant security interests in any real and personal property or intangibles now or hereafter owned by me.

E. **Power to Exercise Rights in Securities.** To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts), including IRA accounts.

F. **Power to Demand and Receive.** To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of all of my property and causes of action that I may have, as my Agent deems appropriate.

G. **Power with Respect to Bank Accounts.** To establish accounts of all kinds, including checking, money market, savings, and IRA accounts for me with financial institutions of any kind, including but not limited to banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts.

H. **Power with Respect to Safe-Deposit Boxes.** To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

I. **Power with Respect to Legal and Other Actions.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

J. **Power with Respect to Insurance.** To purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my

Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder.

K. **Power with Respect to Taxes.** To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 2010 and 2040 and for any years, which are still open for audit; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; and to exercise any elections I may have under federal, state or local tax law.

L. **Power to Make Gifts.** To make gifts or other transfers without consideration either outright or in trust, (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to pay any gift tax that may arise by reason of such gift. PROVIDED, however, that my Agent shall not make any gifts constituting a future interest within the meaning of Section 2503(b) of the Internal Revenue Code and shall not make gifts in excess of $14,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year to any one person unless my spouse has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code and in that event such gift shall not exceed $28,000 (or such higher limit as adopted by the Internal Revenue Service) in any calendar year. PROVIDED further however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall be limited to the lesser of i) the amount set forth above or ii) an amount (in total for each calendar year) equal to the greater of Five Thousand ($5,000.00) Dollars or Five (5%) percent of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.

M. **Power to Fund Trusts Created by the Principal.** To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

N. **Power to Withdraw from Trusts Created by the Principal for Expenses and Gifting.** To withdraw from any revocable trust created by me for the purpose of funding my on-

going living expenses, gifts to be made by me or in my name, or fulfill other purposes delegated to the Agent pursuant to the terms of this Power of Attorney.

It is my intent that this document shall grant to my Agent the full authority to perform any act or provide any service that I could do in my own right.

II. CARE AND CONTROL OF THE PRINCIPAL

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

A. **Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment.

B. **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

C. **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45CFR 164.502(g)(2)) for all purposes relating to my "protected health information." I do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past, or are currently providing, the undersigned with any type of medical, mental or other types of health care, to disclose to my HIPAA personal representative and any other successor HIPAA personal representative all of my health care information and all "protected health information" for the purpose of determining my capacity as defined in any such powers of attorney, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

III. INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation, i) to take any appropriate court action; ii) to employ, compensate and discharge such domestic, medical and professional personnel; iii) to execute and deliver any and all documents; iv) to borrow funds in my name and on my behalf for the purposes of this document; v) to supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part; and vi) to do all miscellaneous acts necessary and appropriate, including the right to open and redirect my mail, to take or deny custody of all of my important documents, and to obtain and release or deny information or records of all kinds relating to me.

IV. THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that i) third parties may rely upon the continued existence of this document until actual notice of its termination is given; ii) the powers conferred on my Agent by this instrument may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf; iii) no Person who acts in reliance upon any representations my Agent may make shall incur any liability to me for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property; and iv) all parties are authorized to release any information to my Agent without limitation and are released from any legal liability whatsoever to me for complying with my Agent's requests.

V. RESTRICTIONS ON POWERS

Prohibition on Power to Benefit Agent. Notwithstanding any provision herein to the contrary, my Agent shall be prohibited (except both as specifically authorized in this instrument and as the Principal has previously supported the Agent) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass directly or indirectly to my Agent or his or her estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

VI. DURABILITY PROVISION

Durability. This power of attorney shall not be affected by physical disability or mental incompetence of the Principal, which shall render the Principal incapable of managing the Principal's own estate. All acts done by the Agent pursuant to the power during the period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the Principal or the Principal's heirs, devisees, legatees, and personal representatives as if the Principal were mentally competent and not disabled.

VII. ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

A. **Reimbursement of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

B. **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate my Agent to serve as my guardian, conservator and/or in any similar representative capacity.

C. **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.

D. **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

E. **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the State of South Carolina in all respects.

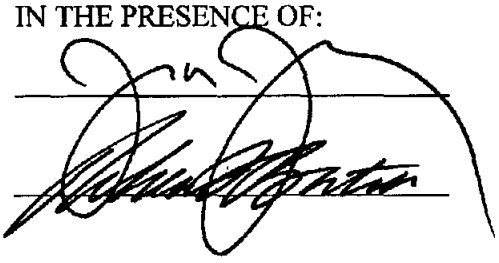
F. **Revocation, Removal, Amendment and Resignation.** This instrument may be amended or revoked by me. My Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to my Agent.

G. **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

H. **Bond and Accounting.** I direct that no court be authorized to require a bond, accounting or inventory.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of February, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

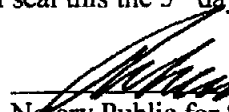


Paul B. Barringer, II (L.S.)
Paul B. Barringer, II

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF BEAUFORT) **under SC Code 30-5-30(C)**

I, Rebecca L. Bostick, do hereby certify that Paul B. Barringer, II personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 5th day of February, 2015.



(SEAL)
Notary Public for South Carolina
My Commission Expires: 05/20/2020

Attestation Page For General Durable Power of Attorney of Paul B. Barringer, II

I, **Paul B. Barringer, II**, the Principal, sign my name to this instrument this 5th day of February, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Paul B. Barringer, II

We, John M. Jolley and Rebecca L. Bostick, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally, and to the undersigned authority, that the Principal signs and executes this instrument as the Principal's Power of Attorney and that the Principal signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Principal and in the presence of each other, hereby sign this Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Witness

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Subscribed, sworn to and acknowledged before me by **Paul B. Barringer, II**, the Principal and subscribed and sworn to before me by John M. Jolley, witness, this 5th day of February, 2015.

Notary Public for South Carolina
My Commission Expires: 05/20/2020
(NOTARY SEAL)

Coastal Forest Resources Company
Board of Directors Meeting Minutes
March 16, 2015

A special meeting of the Board of Directors ("Board") of Coastal Forest Resources Company (the "Company") was held on March 16, 2015 pursuant to notice previously provided by Travis Bryant, President and Chief Executive Officer of the Company. The meeting was conducted via conference call.

Mr. Bryant, Bob Conger, Merrill Light and Randy Light were present and participated in the meeting, which therefore constituted all of the members of the Board and a quorum. Also participating in the meeting by invitation was John Jolley of McNair Law Firm, P.A., Assistant Secretary of the Company. Mr. Bryant called the meeting to order at approximately 8:30 a.m. Eastern Time.

Mr. Bryant began the meeting by announcing that the primary purpose of the meeting was to explore and discuss potential strategic alternatives available for the Company in light of the Company's recent strong financial performance and current market conditions. Mr. Bryant then gave a presentation regarding the Company's recent financial performance along with current market conditions.

After questions and commentary by the members of the Board and lengthy discussion among the members of the Board, the Board concluded that a potential opportunity existed for the Company to explore potential strategic alternatives at this time that could be beneficial to the Company's shareholders, including a potential sale of the Company. The Board also concluded that it would be in the best interest of the Company to engage an independent financial advisor to assist with this strategic review process.

Accordingly, following a duly seconded motion, the Board unanimously adopted the following resolutions:

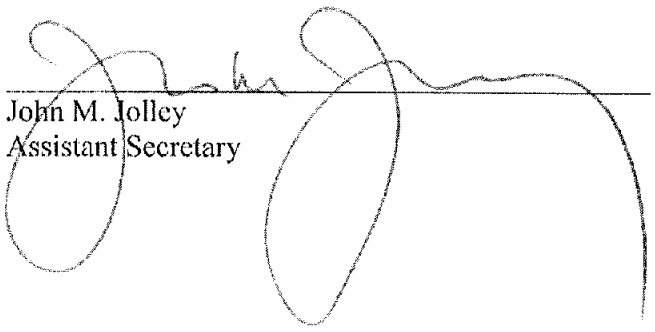
> BE IT RESOLVED, that Travis Bryant, as Director, President and Chief Executive Officer of the Company, hereby is authorized and directed, in the name of and on behalf of the Company, to interview potential independent financial advisors to (a) advise the Company with respect to potential strategic alternatives, including the potential sale of the Company, and (b) assist the Board with its financial analysis of such alternatives; and
>
> RESOLVED, that Mr. Bryant hereby is authorized, with advice of counsel and consultation with other members of the Board as he deems necessary, to negotiate the terms of a potential engagement with such financial advisors and to recommend the engagement of a financial advisor to the Board, with the final selection and engagement of such financial advisor to be approved by the Board; and

RESOLVED, that Mr. Bryant hereby is authorized and directed in the name and on behalf of the Board and the Company, to make, execute and deliver or cause to be made, executed and delivered any agreements, undertakings, documents or instruments and to take all such action as Mr. Bryant shall deem necessary or advisable to accomplish the purposes of the foregoing resolutions; and

RESOLVED, any actions taken by the officers of the Company before the date hereof that are within the authority conferred by the foregoing resolutions are hereby ratified, confirmed and approved in all respects as the act and deed of the Company.

There being no further business to consider, the meeting was adjourned at approximately 9:45 a.m. Eastern Time.

Respectfully submitted,



John M. Jolley
Assistant Secretary

Begin forwarded message:

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

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

John

July 12, 2012

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

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

Sincerely,

Merrill B. Light

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

Cc: Bradley J. Herring

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STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS CIVIL ACTION NO: 2016-CP-07-01919
IN THE MATTER OF ESTATE OF PAUL BRANDON BARRINGER, II HAMPTON BARRINGER LUZAK, Plaintiff, v. MERRILL B. LIGHT , MERRILL U. BARRINGER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PAUL BRANDON BARRINGER, II, J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT AS PUTATIVE TRUSTEE OF THE PAUL B. BARRINGER, II REVOCABLE TRUST DATED DECEMBER 4, 1998, AND MERRILL B. LIGHT AS TRUSTEE OF THE MERRILL BARRINGER LIGHT REVOCABLE TRUST, Defendants.	)	**DEFENDANTS MERRILL B. LIGHT AND J. RANDOLPH LIGHT, JR.'S ANSWER TO PLAINTIFF'S AMENDED COMPLAINT**

TO: ALL COUNSEL OF RECORD

Defendants J. Randolph Light, Jr. and Merrill B. Light, individually and as Trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998 and the Merrill Barringer Light Revocable Trust (hereinafter "Defendants"), answering the Amended Complaint of Hampton Barringer Luzak, hereinafter "Plaintiff," allege and state as follows:

Defendants deny each and every allegation not specifically admitted hereinafter. Furthermore, Defendants do not make any statements or stipulations about the admissibility of any documents referenced in or attached to Plaintiff's Amended Complaint.

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FOR A FIRST DEFENSE

1. Defendants answer the allegations contained in Paragraph 1 of Plaintiff's Amended Complaint as follows:

(a) Defendants are without sufficient information or belief as to the allegations of Paragraph 1(a) of Plaintiff's Amended Complaint regarding Plaintiff's residency and therefore deny same and demand strict proof thereof, and admit that Plaintiff is the daughter of Decedent Paul Barringer.

(b) Defendants admit the allegations contained in Paragraph 1(b) of Plaintiff's Amended Complaint.

(c) Defendants admit that Defendant Merrill U. Barringer is the surviving widow of Decedent Paul Barringer and that she has been appointed as personal representative of his estate. Defendants are without sufficient information or belief as to the remaining allegations of Paragraph 1(c) of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

(d) Defendants admit the allegations of Paragraph 1(d) of Plaintiff's Amended Complaint.

2. Defendants admit the allegations contained in Paragraph 2 of Plaintiff's Amended Complaint.

3. Defendants admit the allegations contained in Paragraph 3 of Plaintiff's Amended Complaint.

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4. As to the allegations of Paragraph 4 of Plaintiff's Amended Complaint, Defendants admit that on June 9, 2016, Decedent Paul Barringer's will was admitted to informal probate, Mrs. Barringer's application for informal appointment as personal representative was granted, and that Decedent Paul Barringer's estate is being administered in the Beaufort County Probate Court. Defendants deny the remaining allegations of Paragraph 4 of Plaintiff's Amended Complaint and demand strict proof thereof.

5. As to the allegations of Paragraph 5 of Plaintiff's Amended Complaint, Defendants admit only that Decedent Paul Barringer signed an Amendment and Restatement of Trust Agreement on February 5, 2015. Defendants are without sufficient information or belief to admit or deny what Plaintiff has reviewed and what Plaintiff is aware relating to this document, and therefore generally deny same and demand strict proof thereof.

6. Defendants deny the allegations contained in Paragraph 6 of Plaintiff's Amended Complaint and demand strict proof thereof.

7. Paragraph 7 of Plaintiff's Amended Complaint does not state an allegation of fact and, accordingly, an answer is not required. Defendants further state that the lawsuit is barred by the doctrines of res judicata and statute of limitations. To the extent an allegation of fact is alleged, Defendants deny same and demand strict proof thereof.

8. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 7 of Plaintiff's Amended Complaint.

9. Defendants admit the allegations contained in Paragraph 9 of Plaintiff's Amended Complaint.

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10. Upon information and belief, Defendants admit the allegations contained in Paragraph 10 of Plaintiff's Amended Complaint.

11. As to the allegations of Paragraph 11 of Plaintiff's Amended Complaint, Defendants are without sufficient information or belief to admit or deny Plaintiff's feelings toward her father and his work, and therefore generally deny same and demand strict proof thereof.

12. Defendants admit the allegations contained in Paragraph 12 of Plaintiff's Amended Complaint.

13. As to the allegations of Paragraph 13 of Plaintiff's Amended Complaint, Defendants are without sufficient information or belief to admit or deny Plaintiff's level of association with her father and his businesses, and therefore deny same and demand strict proof thereof. Defendants admit the remaining allegations contained in Paragraph 13 of Plaintiff's Amended Complaint.

14. As to the allegations of Paragraph 14 of Plaintiff's Amended Complaint, Defendants admit that Paul Barringer built a substantial estate through his lumber and timber companies. Defendants deny that Decedent Paul Barringer always treated his children equally with respect to his estate planning, and further deny that his intentions about ownership of CFRC were frequently discussed at family meetings. Defendants deny the remaining allegations of Paragraph 14 of Plaintiff's Amended Complaint and demand strict proof thereof.

15. As to the allegations of Paragraph 15 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into a Stock Purchase Agreement in 1996, and further state that the document speaks for itself; except as expressly stated herein, Defendants

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deny any remaining allegations set forth in Paragraph 15 of Plaintiff's Amended Complaint and demand strict proof thereof.

16. As to the allegations of Paragraph 16 of Plaintiff's Amended Complaint, Defendants deny that Decedent Paul Barringer had any "central goals" with respect to his estate plan other than those outlined in his estate planning documents. Defendants admit that Decedent Paul Barringer entered into agreements with respect to CFRC stock, and state that those agreements speak for themselves. Defendants deny the remaining allegations of Paragraph 16 of Plaintiff's Amended Complaint and demand strict proof thereof.

17. Defendants admit the allegations contained in Paragraph 17 of Plaintiff's Amended Complaint.

18. As to the allegations of Paragraph 18 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into various transactions and trust agreements that relate to CFRC stock and state that said transactions and trust agreements speak for themselves. Defendants are without sufficient information or belief to admit or deny the remaining allegations of Paragraph 18 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

19. As to the allegations of Paragraph 19 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into numerous different transactions and trust agreements that relate to CFRC stock and that said transactions and trust agreements speak for themselves. Defendants are without sufficient information or belief to admit or deny the remaining allegations of Paragraph 19, and therefore generally deny same and demand strict proof thereof.

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20. As to the allegations of Paragraph 20 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into various transactions and trust agreements that relate to CFRC stock and state that said transactions and trust agreements speak for themselves. Defendants are without sufficient information or belief to admit or deny the remaining allegations of Paragraph 20, and therefore generally deny same and demand strict proof thereof.

21. As to the allegations of Paragraph 21 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into various transactions and trust agreements that relate to CFRC stock and state that said transactions and trust agreements speak for themselves. Defendants are without sufficient information or belief to admit or deny the remaining allegations of Paragraph 21, and therefore generally deny same and demand strict proof thereof.

22. As to the allegations of Paragraph 22 of Plaintiff's Amended Complaint, Defendants are without sufficient information or belief to admit or deny the allegations of Paragraph 22, and therefore generally deny same and demand strict proof thereof.

23. As to the allegations of Paragraph 23 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer entered into various transactions and trust agreements that relate to CFRC stock and state that said transactions and trust agreements speak for themselves. Defendants are without sufficient information or belief to admit or deny the remaining allegations of Paragraph 23, and therefore generally deny same and demand strict proof thereof.

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24. As to the allegations of Paragraph 24 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. admits only that he was involved in certain litigation involving real estate transactions in Texas, and denies the remaining allegations contained in Paragraph 24 of Plaintiff's Amended Complaint and demands strict proof thereof. Further answering Paragraph 24 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. denies the allegations to the extent they present mere allegations from opposing parties in prior litigation as "facts." Defendant Merrill Light is without sufficient information or belief to admit or deny the allegations contained in Paragraph 24 of Plaintiff's Amended Complaint, therefore she generally denies same and demands strict proof thereof.

25. As to the allegations of Paragraph 25 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. admits only that he was involved in certain litigation involving real estate transactions in Texas, and denies the remaining allegations contained in Paragraph 25 of Plaintiff's Amended Complaint and demands strict proof thereof. Further answering Paragraph 25 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. denies the allegations to the extent they present mere allegations from opposing parties in prior litigation as "facts." Defendant Merrill Light is without sufficient information or belief to admit or deny the allegations contained in Paragraph 25 of Plaintiff's Amended Complaint, therefore she generally denies same and demands strict proof thereof.

26. As to the allegations of Paragraph 26 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. admits only that he was involved in certain litigation involving real estate transactions in Texas, and denies the remaining allegations contained in Paragraph 26 of Plaintiff's Amended Complaint and demands strict proof thereof. Further answering Paragraph

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26 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. denies the allegations to the extent they present mere allegations from opposing parties in prior litigation as "facts." Defendant Merrill Light is without sufficient information or belief to admit or deny the allegations contained in Paragraph 26 of Plaintiff's Amended Complaint, therefore she generally denies same and demands strict proof thereof.

27. As to the allegations of Paragraph 27 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. admits only that he was involved in certain litigation involving real estate transactions in Texas, and denies the remaining allegations contained in Paragraph 27 of Plaintiff's Amended Complaint and demands strict proof thereof. Further answering Paragraph 27 of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. denies the allegations to the extent they present mere allegations from opposing parties in prior litigation as "facts." Defendant Merrill Light is without sufficient information or belief to admit or deny the allegations contained in Paragraph 27 of Plaintiff's Amended Complaint, therefore she generally denies same and demands strict proof thereof.

28. Defendants deny the allegations contained in Paragraph 28 of Plaintiff's Amended Complaint and demand strict proof thereof.

29. As to the allegations of Paragraph 29 of Plaintiff's Amended Complaint, Defendants state that the document speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 29 of Plaintiff's Amended Complaint and demand strict proof thereof.

30. As to the allegations of Paragraph 30 of Plaintiff's Amended Complaint, Defendants state that the documents referenced therein speak for themselves; except as expressly

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stated herein, Defendants deny any remaining allegations set forth in Paragraph 30 of Plaintiff's Amended Complaint and demand strict proof thereof.

31. As to the allegations of Paragraph 31 of Plaintiff's Amended Complaint, Defendants admit that Defendant Merrill Light had a conversation with Plaintiff regarding the fact that Robert Slane was coming to Hilton Head to meet with Decedent Paul Barringer and Merrill U. Barringer, which he did regularly. Defendants deny the remaining allegations of Paragraph 31 of Plaintiff's Amended Complaint and demand strict proof thereof.

32. As to the allegations of Paragraph 32 of Plaintiff's Amended Complaint, Defendants admit that during early 2012, there were discussions in which Kevin Luzak requested an increased salary and made different suggestions about the direction of CFRC, which were completely contrary to the desires and plans of Decedent Paul Barringer for the future of CFRC. Defendants lack sufficient information to admit or deny the remaining allegations of Paragraph 32, and therefore generally deny same and demand strict proof thereof.

33. Defendants deny the allegations contained in Paragraph 33 of Plaintiff's Amended Complaint and demand strict proof thereof.

34. As to the allegations of Paragraph 34 of Plaintiff's Amended Complaint, Defendants state that the privilege log speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 34 of Plaintiff's Amended Complaint and demand strict proof thereof

35. Defendants are without sufficient information or belief to admit or deny the allegations contained in Paragraph 35 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

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36. As to the allegations of Paragraph 36 of Plaintiff's Amended Complaint, Defendants admit that Dr. Paul Long treated Paul Barringer and state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 36 of Plaintiff's Amended Complaint and demand strict proof thereof.

37. Defendants admit the allegations of Paragraph 37 of Plaintiff's Amended Complaint regarding who was in attendance at the April 2012 CFRC board meeting, and deny the remaining allegations set forth in Paragraph 37 of Plaintiff's Amended Complaint and demand strict proof thereof.

38. As to the allegations of Paragraph 38 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer had a negative view of certain individuals from New York who were brought to the April 25, 2012 CFRC Board meeting by Kevin Luzak. Defendants deny the remaining allegations set forth in Paragraph 38 of Plaintiff's Amended Complaint and demand strict proof thereof.

39. Defendants are without sufficient information or belief to admit or deny the allegations contained in Paragraph 39 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

40. As to the allegations of Paragraph 40 of Plaintiff's Amended Complaint, Defendants admit that Paul Barringer was admitted to St. Joseph's Hospital in Savannah, Georgia on May 2, 2012 and state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 40 of Plaintiff's Amended Complaint and demand strict proof thereof.

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41. As to the allegations of Paragraph 41 of Plaintiff's Amended Complaint, Defendants state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 41 of Plaintiff's Amended Complaint and demand strict proof thereof.

42. As to the allegations of Paragraph 42 of Plaintiff's Amended Complaint, Defendants state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 42 of Plaintiff's Amended Complaint and demand strict proof thereof.

43. As to the allegations of Paragraph 43 of Plaintiff's Amended Complaint, Defendants admit that Paul Barringer was discharged from St. Joseph's Hospital on May 4, 2012 and state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 41 of Plaintiff's Amended Complaint and demand strict proof thereof.

44. As to the allegations of Paragraph 44 of Plaintiff's Amended Complaint, Defendants state that the CFRC stock register speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 44 of Plaintiff's Amended Complaint and demand strict proof thereof.

45. As to the allegations of Paragraph 45 of Plaintiff's Amended Complaint, Defendants admit that Dr. Paul Long treated Paul Barringer and state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 45 of Plaintiff's Amended Complaint and demand strict proof thereof.

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46. Defendants are without sufficient information to admit or deny the allegations set forth in Paragraph 46 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

47. As to the allegations of Paragraph 47 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer and Merrill Barringer stayed with Plaintiff and her husband during their visit to Charleston during the week of May 7, 2012, state that the medical records referenced therein speak for themselves, and are without sufficient information to admit or deny the remaining allegations set forth in Paragraph 47 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

48. Defendants deny the allegations contained in Paragraph 48 of Plaintiff's Amended Complaint and demand strict proof thereof.

49. As to the allegations of Paragraph 49 of Plaintiff's Amended Complaint, Defendants lack sufficient information or belief to admit or deny, and therefore Defendants generally deny same and demand strict proof thereof.

50. As to the allegations of Paragraph 50 of Plaintiff's Amended Complaint, Defendants state that the allegations contain legal conclusions to which no response is necessary, and that the CRFC stock documents and voting shares speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 50 of Plaintiff's Amended Complaint and demand strict proof thereof.

51. As to the allegations of Paragraph 51 of Plaintiff's Amended Complaint, Defendants deny that there was any attempt by Defendant Merrill Light to conceal, or keep from disclosing that she was co-trustee of Decedent Paul Barringer's Revocable Trust. As to the

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remaining allegations of Paragraph 51 of Plaintiff's Amended Complaint, the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 51 of Plaintiff's Amended Complaint and demand strict proof thereof.

52. As to the allegations of Paragraph 52 of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer's Durable Power of Attorney was filed on May 11, 2012 and was prepared by John Jolley and state that the document speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 52 of Plaintiff's Amended Complaint and demand strict proof thereof.

53. Defendants are without sufficient information or belief to admit or deny the allegations contained in Paragraph 53 of Plaintiff's Amended Complaint, and therefore generally deny same and demand strict proof thereof.

54. Defendants deny the allegations set forth in Paragraph 54 of Plaintiff's Amended Complaint and demand strict proof thereof.

55. Defendants deny the allegations set forth in Paragraph 55 of Plaintiff's Amended Complaint and demand strict proof thereof.

56. As to the allegations of Paragraph 56 of Plaintiff's Amended Complaint, Defendants admit only that Decedent Paul Barringer had a negative view of certain individuals from New York who were brought to CFRC meetings by, or otherwise involved with the company through, Kevin Luzak. Defendants deny the remaining allegations set forth in Paragraph 56 of Plaintiff's Amended Complaint and demand strict proof thereof.

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57. As to the allegations of Paragraph 57 of Plaintiff's Amended Complaint, Defendants admit only that Defendant J. Randolph Light, Jr. was involved in certain litigation involving real estate transactions in Texas, and deny the remaining allegations contained in Paragraph 57 of Plaintiff's Amended Complaint and demand strict proof thereof.

58. As to the allegations of Paragraph 58 of Plaintiff's Amended Complaint, Defendants admit only that Defendant J. Randolph Light, Jr. was involved in certain litigation involving real estate transactions in Texas, and deny the remaining allegations contained in Paragraph 58 of Plaintiff's Amended Complaint and demand strict proof thereof.

59. As to the allegations of Paragraph 59 of Plaintiff's Amended Complaint, Defendants state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 59 of Plaintiff's Amended Complaint and demand strict proof thereof.

60. Defendants deny the allegations contained in Paragraph 60 of Plaintiff's Amended Complaint and demand strict proof thereof.

61. Defendants deny the allegations contained in Paragraph 61 of Plaintiff's Amended Complaint and demand strict proof thereof.

62. As to the allegations of Paragraph 62 of Plaintiff's Amended Complaint, Defendants state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 62 of Plaintiff's Amended Complaint and demand strict proof thereof.

63. As to the allegations of Paragraph 63 of Plaintiff's Amended Complaint, Defendants admit that a CFRC Board meeting was held on June 28, 2012, state that the minutes

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of that Board meeting speak for themselves, and deny any remaining allegations of Paragraph 63 of Plaintiff's Amended Complaint and demand strict proof thereof.

64. As to the allegations of Paragraph 64 of Plaintiff's Amended Complaint, Defendants deny that Decedent Paul Barringer made delusional, unfounded or outlandish accusations during the June 28, 2012 meeting or that Defendant Merrill Light supported and coached Decedent Paul Barringer in any "delusional accusations" and state that the June 28, 2012 minutes of the special meeting referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 64 of Plaintiff's Amended Complaint and demand strict proof thereof.

65. As to the allegations of Paragraph 65 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light coached Decedent Paul Barringer and state that the June 28, 2012 minutes of the special meeting referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 65 of Plaintiff's Amended Complaint and demand strict proof thereof.

66. As to the allegations of Paragraph 66 of Plaintiff's Amended Complaint, the June 28, 2012 minutes of the special meeting referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 66 of Plaintiff's Amended Complaint and demand strict proof thereof.

67. Defendants deny the allegations of Paragraph 67 of Plaintiff's Amended Complaint and demand strict proof thereof.

68. Defendants deny the allegations of Paragraph 68 of Plaintiff's Amended Complaint and demand strict proof thereof.

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69. As to the allegations of Paragraph 69 of Plaintiff's Amended Complaint, Defendants deny that Michael Hagler was an independent member of the CFRC Board of Directors, deny that Decedent Paul Barringer was coached by Defendant Merrill Light, and state that the document referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 69 of Plaintiff's Amended Complaint and demand strict proof thereof.

70. As to the allegations of Paragraph 70 of Plaintiff's Amended Complaint, Bradley Herring's letter referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 70 of Plaintiff's Amended Complaint and demand strict proof thereof.

71. As to the allegations of Paragraph 71 of Plaintiff's Amended Complaint, the July 1, 2012 email referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 71 of Plaintiff's Amended Complaint and demand strict proof thereof.

72. As to the allegations of Paragraph 72 of Plaintiff's Amended Complaint, Defendants deny that Paul Barringer was delusional, confused or had severely deteriorated memory in June and July 2012, and state that the July 6, 2012 letter referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 72 of Plaintiff's Amended Complaint and demand strict proof thereof.

73. As to the allegations of Paragraph 73 of Plaintiff's Amended Complaint, Defendants deny that Decedent Paul Barringer was delusional or that he was coached by Defendant Merrill Light and state that the documents referenced therein speak for themselves;

except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 73 of Plaintiff's Amended Complaint and demand strict proof thereof.

74. As to the allegations of Paragraph 74 of Plaintiff's Amended Complaint:

(a) Defendants deny the allegation or implication that Defendant Merrill Light withheld information from the CFRC board and demand strict proof thereof, and state that the documents referenced in Paragraph 74(a) speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 74(a) and demand strict proof thereof.

(b) Defendants deny the allegation or implication that Defendant Merrill Light withheld information from the CFRC board and demand strict proof thereof, and state that the documents referenced in Paragraph 74(b) speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 74(b) and demand strict proof thereof.

75. As to the allegations of Paragraph 75 of Plaintiff's Amended Complaint, Defendants deny that Paul Barringer was in a state of confusion and exhibiting irrational and erratic behavior in July 2012, deny that Defendant Merrill Light or Decedent Paul Barringer (or anyone else) had any obligation or duty to inform Plaintiff when and if changes to Decedent Paul Barringer's Revocable Trust were made, and state that the document referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 75 of Plaintiff's Amended Complaint and demand strict proof thereof.

76. As to the allegations of Paragraph 76 of Plaintiff's Amended Complaint, the documents referenced therein speaks for itself; except as expressly stated herein, Defendants deny

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any remaining allegations set forth in Paragraph 76 of Plaintiff's Amended Complaint and demand strict proof thereof.

77. As to the allegations of Paragraph 77 of Plaintiff's Amended Complaint, Defendants deny that Paul Barringer was incompetent in July and August 2012, admit that Defendant Merrill Light did not send a letter to Michael Hagler in response to Hagler's July and August letters, state that Defendant Merrill Light had no obligation to send any such response, and deny the remaining allegations set forth in Paragraph 77 of Plaintiff's Amended Complaint and demand strict proof thereof.

78. As to the allegations of Paragraph 78 of Plaintiff's Amended Complaint:

(a) As to the allegations of Paragraph 78 (a) of Plaintiff's Amended Complaint, Defendants deny the allegations that they (or others) concocted a false presentation, devised a false set of shareholder minutes, concealed information, or otherwise acted improperly in connection with the August 3, 2012 meeting, and state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 78 (a) of Plaintiff's Amended Complaint and demand strict proof thereof.

(b) The allegations in Paragraph 78(b) of Plaintiff's Amended Complaint contain legal conclusions to which no response is required. To the extent a response is deemed required, Defendants state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any

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remaining allegations set forth in Paragraph 78(b) of Plaintiff's Amended Complaint and demand strict proof thereof.

79. Defendants deny the allegations set forth in Paragraph 79 of Plaintiff's Amended Complaint and demand strict proof thereof.

80. Defendants deny the allegations of Paragraph 80 of Plaintiff's Amended Complaint and demand strict proof thereof.

81. As to the allegations of Paragraph 81 of Plaintiff's Amended Complaint, Defendants state that the minutes from that meeting speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 81 of Plaintiff's Amended Complaint and demand strict proof thereof.

82. As to the allegations of Paragraph 82 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light refused to allow investigation into any "spurious" allegations against Kevin Luzak, and deny that the CFRC board was taking a destructive course. Further, the documents referenced in Paragraph 82 speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 82 of Plaintiff's Amended Complaint and demand strict proof thereof.

83. As to the allegations of Paragraph 83 of Plaintiff's Amended Complaint, Defendants state that the documents and minutes referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 83 of Plaintiff's Amended Complaint and demand strict proof thereof.

84. As to the allegations of Paragraph 84 of Plaintiff's Amended Complaint, Defendants deny any allegations of concealment and deny that there was any obligation to

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disclose the gift transfer of CFRC voting shares and state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 84 of Plaintiff's Amended Complaint and demand strict proof thereof.

85. As to the allegations of Paragraph 85 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light manipulated or exercised undue influence over Decedent Paul Barringer, deny that Defendant Merrill Light stole Decedent Paul Barringer's CFRC voting stock, deny that Decedent Paul Barringer lacked mental capacity in September 2012, deny that there was an obligation to inform Plaintiff of the transfer, deny that Plaintiff was intended to receive half of Paul B. Barringer's CFRC voting stock, and state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 85 of Plaintiff's Amended Complaint and demand strict proof thereof.

86. As to the allegations of Paragraph 86 of Plaintiff's Amended Complaint, Defendants admit that on September 11, 2012, the CFRC Board Members were Defendant Merrill Light, Defendant J. Randolph Light, Jr., Paul B. Barringer, and Travis Bryant, deny that the CFRC board members had any obligation to inform Plaintiff of the transfer of voting shares referenced in Paragraph 86 of Plaintiff's Amended Complaint, and deny the remaining allegations of Paragraph 86 of Plaintiff's Amended Complaint and demand strict proof thereof.

87. As to the allegations of Paragraph 87 of Plaintiff's Amended Complaint, this paragraph is a summary of the previous paragraphs in Plaintiff's Amended Complaint so that no additional response is required and Defendants hereby incorporate their responses to the

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preceding paragraphs into this response. To the extent Paragraph 87 of Plaintiff's Amended Complaint is interpreted to include new or additional allegations not included in preceding paragraphs, Defendants deny those allegations and demand strict proof thereof.

88. Defendants deny the allegations of Paragraph 88 of Plaintiff's Amended Complaint and demand strict proof thereof.

89. As to the allegations of Paragraph 89 of Plaintiff's Amended Complaint, Defendants state that the relevant documents speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 89 of Plaintiff's Amended Complaint and demand strict proof thereof.

90. As to the allegations of Paragraph 90 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light kept secret the transfer of voting shares from Decedent Paul Barringer, deny that they had any obligation to respond to, refute, or correct Plaintiff's referenced statements, and state that the November 8, 2012 letter referenced therein speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 90 of Plaintiff's Amended Complaint and demand strict proof thereof.

91. As to the allegations of Paragraph 91 of Plaintiff's Amended Complaint, Defendants admit that such letters include statements from Decedent Paul Barringer that Plaintiff was alienating herself from her family, that Kevin Luzak was fired for attempting to take CFRC in a direction that was unacceptable to Decedent Paul Barringer, that greed was hindering Plaintiff from seeing the foremost importance of family, and that Plaintiff had brought shame to the Barringer name, and state that the December 2012 letters referenced therein speak for themselves. Defendants deny any remaining allegations of Paragraph 91 and demand strict proof thereof.

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92. As to the allegations of Paragraph 92 of Plaintiff's Amended Complaint:

(a) Defendants deny the allegations of Paragraph 92(a) of Plaintiff's Amended Complaint and demand strict proof thereof.

(b) Defendant J. Randolph Light, Jr. admits only that he was involved in certain litigation involving real estate transactions in Texas, and denies the remaining allegations contained in Paragraph 92(b) of Plaintiff's Amended Complaint and demands strict proof thereof. Further answering Paragraph 92(b) of Plaintiff's Amended Complaint, Defendant J. Randolph Light, Jr. denies the allegations to the extent they present mere allegations from opposing parties in prior litigation as "facts." Defendant Merrill Light is without sufficient information or belief to admit or deny the allegations contained in Paragraph 92(b) of Plaintiff's Amended Complaint, therefore she generally denies same and demands strict proof thereof.

93. Defendants deny the allegations contained in Paragraph 93 of Plaintiff's Amended Complaint and demand strict proof thereof.

94. As to the allegations of Paragraph 94 of Plaintiff's Amended Complaint, the CFRC annual report referenced therein speaks for itself; except as expressly stated herein, Defendants deny the allegations set forth in Paragraph 94 of Plaintiff's Amended Complaint and demand strict proof thereof.

95. As to the allegations of Paragraph 95 of Plaintiff's Amended Complaint, Defendants deny that Paul Barringer was taken advantage of; state that the relevant documents

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speak for themselves; lack sufficient information or belief to admit or deny the remaining allegations of Paragraph 95, and therefore deny the same and demand strict proof thereof.

96. As to the allegations of Paragraph 96 of Plaintiff's Amended Complaint, Defendants state that the documents referenced therein speak for themselves; except as expressly stated herein, Defendants deny the allegations set forth in Paragraph 96 of Plaintiff's Amended Complaint and demand strict proof thereof.

97. Defendants deny the allegations of Paragraph 97 of Plaintiff's Amended Complaint and demand strict proof thereof.

98. As to the allegations of Paragraph 98 of Plaintiff's Amended Complaint, Defendants state that the relevant documents speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 98 of Plaintiff's Amended Complaint and demand strict proof thereof.

99. As to the allegations of Paragraph 99 of Plaintiff's Amended Complaint, Defendants admit only that Plaintiff made demands for CFRC records and CFRC responded to such requests. Defendants deny any remaining allegations of Paragraph 101 and demand strict proof thereof.

100. As to the allegations of Paragraph 100 of Plaintiff's Amended Complaint, Defendants admit that Paul Barringer wrote a letter to Plaintiff dated February 26, 2015, state that the letter included statements from Decedent Paul Barringer that he was astonished that Plaintiff would be threatening to sue CFRC, that Decedent Paul Barringer supported Travis Bryant and the CFRC board of directors, and that Plaintiff's ancestors, if alive today, would be disappointed to learn of Plaintiff's actions and conduct, and state further that the letter speaks for itself. Except

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as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 100 of Plaintiff's Amended Complaint and demand strict proof thereof.

101. As to the allegations of Paragraph 101 of Plaintiff's Amended Complaint, Defendants admit only that Plaintiff made an additional demand for CFRC records and CFRC responded to such request. Defendants deny any remaining allegations of Paragraph 101 and demand strict proof thereof.

102. As to the allegations of Paragraph 102 of Plaintiff's Amended Complaint, Defendants lack information or belief sufficient to admit or deny when Plaintiff received a copy of a CFRC stock register or when Plaintiff learned about the transfer of voting shares from Decedent Paul Barringer's Revocable Trust to Defendant Merrill Light's Revocable Trust, deny that anyone had any obligation to inform Plaintiff of any such stock transfer, and state that the CFRC stock register speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 102 of Plaintiff's Amended Complaint and demand strict proof thereof. Defendants further state that issues relating to this exact same stock transfer have previously been the subject of litigation filed by Plaintiff in the Eastern District of Virginia (the "Virginia Litigation") and that any and all claims regarding that transfer are barred by the doctrine of res judicata.

103. As to the allegations of Paragraph 103 of Plaintiff's Amended Complaint, Defendants deny that that there was an ouster of Decedent Paul Barringer from CFRC engineered by Defendant Merrill Light, and state that the relevant documents regarding the March 16, 2015 board meeting speak for themselves; except as expressly stated herein, Defendants deny any

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remaining allegations set forth in Paragraph 103 of Plaintiff's Amended Complaint and demand strict proof thereof.

104. As to the allegations of Paragraph 104 of Plaintiff's Amended Complaint:

(a) Defendants admit only that Plaintiff made yet another demand for CFRC records and that CFRC responded to such request and deny that this was Plaintiff's "final" request; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 104(a) of Plaintiff's Amended Complaint and demand strict proof thereof.

(b) As to the allegations of Paragraph 104(b) of Plaintiff's Amended Complaint, Defendants admit that CFRC filed a declaratory judgment action in the Virginia Litigation on April 15, 2015, deny that CFRC was "under the control" of Defendant Merrill Light in so doing, state that the declaratory judgment documents speak for themselves, and further state that the validity of the stock transfer from Decedent Paul Barringer's Revocable Trust to Defendant Merrill Light's Revocable Trust was expressly litigated in the Virginia Litigation, which is the exact same stock transfer that Plaintiff asserts is invalid in the instant litigation, which confirms that the instant litigation is barred by the doctrine of res judicata.

(c) As to the allegations of Paragraph 104(c) of Plaintiff's Amended Complaint, Defendants admit that the parties were realigned to make Plaintiff the plaintiff in the Virginia Litigation, that Plaintiff filed two Complaints seeking to invalidate the stock transfer, in addition to her Counterclaim, admit that the case

had two parts, one relating to the exact same stock transfer that Plaintiff asserts is invalid in the instant litigation, which confirms that the instant litigation is barred by the doctrine of res judicata. Further, Defendants state that the relevant documents speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 104(c) of Plaintiff's Amended Complaint and demand strict proof thereof.

105. Defendants deny the allegations contained in Paragraph 105 of Plaintiff's Amended Complaint and demand strict proof thereof.

106. As to the allegations of Paragraph 106 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light caused CFRC to sue Plaintiff; admit that the challenged stock transfer in the Virginia Litigation was the exact same stock transfer that Plaintiff asserts is invalid in the instant litigation, which confirms that the instant litigation is barred by the doctrine of res judicata; further state that the relevant documents speak for themselves; and deny any remaining allegations set forth in Paragraph 106 of Plaintiff's Amended Complaint and demand strict proof thereof.

107. As to the allegations of Paragraph 107 of Plaintiff's Amended Complaint, Defendants deny that any of the referenced individuals were required to have had a power of attorney to assist Decedent Paul Barringer; further state that records of Bobby L. Davis, CPA speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 107 of Plaintiff's Amended Complaint and demand strict proof thereof.

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108. As to the allegations of Paragraph 108 of Plaintiff's Amended Complaint, Defendants admit that Paul Barringer intervened in the Virginia Litigation, deny that his intervention was "ostensible" or due to manipulation or undue influence by Defendant Merrill Light, or was due to the incompetency of Decedent Paul Barringer, or was done at the behest of Defendant Merrill Light, or was done solely for the benefit of Defendants. Defendants admit that Paul Barringer was a patient of Dr. Paul Mazzeo, and state that the medical records speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 108 of Plaintiff's Amended Complaint and demand strict proof thereof.

109. As to the allegations of Paragraph 109 of Plaintiff's Amended Complaint, Defendants admit that counsel for Decedent Paul Barringer filed Dr. Mazzeo's declaration in the Virginia Litigation; state that Dr. Mazzeo's declaration speaks for itself; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 109 of Plaintiff's Amended Complaint and demand strict proof thereof.

110. As to the allegations of Paragraph 110 of Plaintiff's Amended Complaint, Defendants deny that Defendant Merrill Light manipulated or unduly influenced Decedent Paul Barringer and admit that there were certain filings in the Virginia Litigation on January 20, 2016, which documents speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 110 of Plaintiff's Amended Complaint and demand strict proof thereof.

111. As to the allegations of Paragraph 111 of Plaintiff's Amended Complaint, Defendants admit that Plaintiff filed a Motion to Stay the Virginia Litigation on February 12, 2016, admit that no petition for guardian or conservatorship had been filed before February 2016,

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and admit that Decedent Paul Barringer participated in the Virginia Litigation, including amending answers to his interrogatories. Defendants deny that Decedent Paul Barringer needed Plaintiff to take any action to protect Decedent Paul Barringer, and deny any remaining allegations set forth in Paragraph 111 of Plaintiff's Amended Complaint and demand strict proof thereof.

112. As to the allegations of Paragraph 112 of Plaintiff's Amended Complaint, Defendants deny that Decedent Paul Barringer was manipulated during the Virginia Litigation, and deny the allegations quoted by Plaintiff from her own self-serving allegations in the Virginia Litigation. As to the remaining allegations set forth in Paragraph 112, Defendants state that the PACER filings speak for themselves; except as expressly stated herein, Defendants deny any remaining allegations set forth in Paragraph 112 of Plaintiff's Amended Complaint and demand strict proof thereof.

113. As to the allegations of Paragraph 113 of Plaintiff's Amended Complaint:

(a) As to the allegations of Paragraph 113(a) of Plaintiff's Amended Complaint, Defendants admit that Decedent Paul Barringer's attorneys filed a brief opposing Plaintiff's Motion for a Stay in the Virginia Litigation, and deny that Decedent Paul Barringer was manipulated or unduly influenced by Defendant Merrill Light. Defendants deny any remaining allegations of Paragraph 113(a) and demand strict proof thereof.

(b) As to the allegations of Paragraph 113(b) of Plaintiff's Amended Complaint, Defendants admit that Plaintiff filed a Motion for Voluntary Dismissal of the stock transfer portion of the Virginia Litigation on February 19, 2016, and state

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that the challenged stock transfer in the Virginia Litigation was the exact same stock transfer that Plaintiff asserts is invalid in the instant litigation, which confirms that the instant litigation is barred by the doctrine of res judicata. Defendants deny any remaining allegations of Paragraph 113(b) and demand strict proof thereof.

114. As to the allegations of Paragraph 114 of Plaintiff's Amended Complaint, Defendants deny that the Virginia Litigation was only in Defendant Merrill Light's best interest; deny that the litigation was not in Decedent Paul Barringer's best interest; state that the transfer of stock to Defendant Merrill Light which Plaintiff challenged in the Virginia Litigation is exactly what Decedent Paul Barringer wanted; and deny that Decedent Paul Barringer lacked capacity to retain and consult with an attorney to represent him in the Virginia Litigation. Defendants deny any remaining allegations of Paragraph 114 and demand strict proof thereof.

115. As to the allegations of Paragraph 115 of Plaintiff's Amended Complaint, Defendants admit that Dr. Long examined Decedent Paul Barringer on or about April 22, 2016 and state that Dr. Long's report speaks for itself; except as expressly stated herein, Defendants deny the allegations set forth in Paragraph 115 of Plaintiff's Amended Complaint and demand strict proof thereof. Defendants further deny that Decedent Paul Barringer was in need of protection in the form of a court-appointed guardian or conservator after he became incompetent, deny that Decedent Paul Barringer was subject to undue influence, and deny that Plaintiff took action in an attempt to protect Decedent Paul Barringer, and instead state that the actions taken by Plaintiff were in her own self-interest, all aimed at setting aside the September 11, 2012 stock

transfer, which was the exact same stock transfer that Plaintiff challenged in the Virginia Litigation, which confirms that the instant litigation is barred by the doctrine of res judicata.

116. As to the allegations of Paragraph 116 of Plaintiff's Amended Complaint, Defendants deny that Decedent Paul Barringer was a "vulnerable adult" and subject to exploitation from the spring of 2012 until his death, deny that Decedent Paul Barringer was exploited into transferring shares of CFRC voting stock to Defendant Merrill Light and/or intervening and participating in the Virginia Litigation, and deny that Decedent Paul Barringer was unduly influenced, harassed, coerced, swindled, cheated, or defrauded by cunning arts or devices that deluded Decedent Paul Barringer, and deny any remaining allegations of Paragraph 116 of Plaintiff's Amended Complaint and demand strict proof thereof.

117. Defendants admit the allegations of Paragraph 117 of Plaintiff's Amended Complaint.

118. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 117 of Plaintiff's Amended Complaint.

119. Defendants deny the allegations of Paragraph 119 of Plaintiff's Amended Complaint and demand strict proof thereof.

120. Defendants deny the allegations of Paragraph 120 of Plaintiff's Amended Complaint and demand strict proof thereof.

121. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 120 of Plaintiff's Amended Complaint.

122. Defendants deny the allegations of Paragraph 122 of Plaintiff's Amended Complaint and demand strict proof thereof.

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123. Defendants deny the allegations of Paragraph 123 of Plaintiff's Amended Complaint and demand strict proof thereof.

124. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 123 of Plaintiff's Amended Complaint.

125. Defendants deny the allegations of Paragraph 125 of Plaintiff's Amended Complaint and demand strict proof thereof.

126. Defendants deny the allegations of Paragraph 126 of Plaintiff's Amended Complaint and demand strict proof thereof.

127. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 126 of Plaintiff's Amended Complaint.

128. Defendants deny the allegations of Paragraph 128 of Plaintiff's Amended Complaint and demand strict proof thereof.

129. Defendants deny the allegations of Paragraph 129 of Plaintiff's Amended Complaint and demand strict proof thereof.

130. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 129 of Plaintiff's Amended Complaint.

131. Defendants deny the allegations of Paragraph 131 of Plaintiff's Amended Complaint and demand strict proof thereof.

132. Defendants deny the allegations of Paragraph 132 of Plaintiff's Amended Complaint and demand strict proof thereof.

133. Defendants deny the allegations of Paragraph 133 of Plaintiff's Amended Complaint and demand strict proof thereof.

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134. As to the allegations of Paragraph 134 of Plaintiff's Amended Complaint, Defendants admit that Defendant Merrill Light resided on Hilton Head, admit that Decedent Paul Barringer and Mrs. Merrill U. Barringer resided on Hilton Head, and admit that Plaintiff has lived away from Hilton Head in New York City and Jackson, Wyoming and deny that Defendant Merrill Light exerted improper or undue influence over Merrill Barringer or Decedent Paul Barringer.

135. Defendants deny the allegations of Paragraph 135 of Plaintiff's Amended Complaint and demand strict proof thereof.

136. Defendants deny that allegations of Paragraph 136 of Plaintiff's Amended Complaint and demand strict proof thereof.

137. Defendants deny the allegations of Paragraph 137 of Plaintiff's Amended Complaint and demand strict proof thereof.

138. Defendants deny the allegations of Paragraph 138 of Plaintiff's Amended Complaint and demand strict proof thereof.

139. Defendants deny the allegations of Paragraph 139 of Plaintiff's Amended Complaint and demand strict proof thereof.

140. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 139 of Plaintiff's Amended Complaint.

141. Defendants deny the allegations of Paragraph 141 of Plaintiff's Amended Complaint and demand strict proof thereof.

142. Defendants deny the allegations of Paragraph 142 of Plaintiff's Amended Complaint and demand strict proof thereof.

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143. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 142 of Plaintiff's Amended Complaint.

144. Defendants deny the allegations of Paragraph 144 of Plaintiff's Amended Complaint and demand strict proof thereof.

145. Defendants deny the allegations of Paragraph 145 of Plaintiff's Amended Complaint and demand strict proof thereof.

146. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 145 of Plaintiff's Amended Complaint.

147. Defendants deny the allegations of Paragraph 147 of Plaintiff's Amended Complaint and demand strict proof thereof.

148. Defendants deny the allegations of Paragraph 148 of Plaintiff's Amended Complaint and demand strict proof thereof.

149. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 148 of Plaintiff's Amended Complaint.

150. Defendants deny the allegations of Paragraph 150 of Plaintiff's Amended Complaint and demand strict proof thereof.

151. Defendants deny the allegations of Paragraph 151 of Plaintiff's Amended Complaint and demand strict proof thereof.

152. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 151 of Plaintiff's Amended Complaint.

153. Defendants deny the allegations of Paragraph 153 of Plaintiff's Amended Complaint and demand strict proof thereof.

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154. Defendants deny the allegations of Paragraph 154 of Plaintiff's Amended Complaint and demand strict proof thereof.

155. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 154 of Plaintiff's Amended Complaint.

156. Defendants deny the allegations of Paragraph 156 of Plaintiff's Amended Complaint and all subparts thereto and demand strict proof thereof.

157. Defendants deny the allegations of Paragraph 157 (a) and (b) of Plaintiff's Amended Complaint and demand strict proof thereof.

158. Defendants deny the allegations of Paragraph 158 (a) and (b) of Plaintiff's Amended Complaint and demand strict proof thereof.

159. Defendants deny the allegations of Paragraph 159 of Plaintiff's Amended Complaint and demand strict proof thereof.

160. Defendants deny the allegations of Paragraph 160 of Plaintiff's Amended Complaint and demand strict proof thereof.

161. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 160 of Plaintiff's Amended Complaint.

162. Defendants deny the allegations of Paragraph 162 of Plaintiff's Amended Complaint and demand strict proof thereof.

163. Defendants deny the allegations of Paragraph 163 of Plaintiff's Amended Complaint and demand strict proof thereof.

164. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 163 of Plaintiff's Amended Complaint.

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165. Defendants deny the allegations of Paragraph 165 of Plaintiff's Amended Complaint and demand strict proof thereof.

166. Defendants deny the allegations of Paragraph 166 of Plaintiff's Amended Complaint thereto and demand strict proof thereof.

167. Defendants deny the allegations of Paragraph 167 of Plaintiff's Amended Complaint thereto and demand strict proof thereof.

168. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 167 of Plaintiff's Amended Complaint.

169. Defendants deny the allegations of Paragraph 169 of Plaintiff's Amended Complaint and demand strict proof thereof.

170. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 169 of Plaintiff's Amended Complaint.

171. Defendants deny the allegations of Paragraph 171 of Plaintiff's Amended Complaint and demand strict proof thereof.

172. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 171 of Plaintiff's Amended Complaint.

173. Defendants deny the allegations of Paragraph 173 of Plaintiff's Amended Complaint and demand strict proof thereof.

174. Defendants deny the allegations of Paragraph 174 of Plaintiff's Amended Complaint and demand strict proof thereof.

175. Defendants deny the allegations of Paragraph 175 of Plaintiff's Amended Complaint and demand strict proof thereof.

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176. Defendants deny the allegations of Paragraph 176 of Plaintiff's Amended Complaint and demand strict proof thereof.

177. Defendants deny the allegations of Paragraph 177 of Plaintiff's Amended Complaint and demand strict proof thereof.

178. Defendants deny the allegations of Paragraph 178 of Plaintiff's Amended Complaint and demand strict proof thereof.

179. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 178 of Plaintiff's Amended Complaint.

180. Defendants deny the allegations of Paragraph 180 of Plaintiff's Amended Complaint and demand strict proof thereof.

181. Defendants deny the allegations of Paragraph 181 of Plaintiff's Amended Complaint and demand strict proof thereof.

182. Defendants deny the allegations of Paragraph 182 of Plaintiff's Amended Complaint and demand strict proof thereof.

183. Defendants deny the allegations of Paragraph 183 of Plaintiff's Amended Complaint and demand strict proof thereof.

184. Defendants deny the allegations of Paragraph 184 of Plaintiff's Amended Complaint and demand strict proof thereof.

185. Defendants deny the allegations of Paragraph 185 of Plaintiff's Amended Complaint and demand strict proof thereof.

186. Defendants deny the allegations of Paragraph 186 of Plaintiff's Amended Complaint and demand strict proof thereof.

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187. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 186 of Plaintiff's Amended Complaint.

188. Defendants deny the allegations of Paragraph 188 of Plaintiff's Amended Complaint and demand strict proof thereof.

189. Defendants deny the allegations of Paragraph 189 of Plaintiff's Amended Complaint and demand strict proof thereof.

190. Defendants re-allege and incorporate by reference their responses to Paragraphs 1 through 189 of Plaintiff's Amended Complaint.

191. Defendants deny the allegations of Paragraph 191 of Plaintiff's Amended Complaint and demand strict proof thereof.

192. Defendants deny the allegations of Paragraph 192 of Plaintiff's Amended Complaint and demand strict proof thereof.

193. Defendants deny the allegations of Paragraph 193 of Plaintiff's Amended Complaint and demand strict proof thereof.

194. Defendants deny that Plaintiff is entitled to any of the relief requested in Plaintiff's Wherefore Clause.

FOR A SECOND DEFENSE

195. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

196. Plaintiff's claims are barred, in whole or in part, by the doctrine of res judicata.

FOR A THIRD DEFENSE

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197. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

198. Plaintiff's claims are barred, in whole or in part, by the statute of limitations.

FOR A FOURTH DEFENSE

199. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

200. Plaintiff lacks standing to bring this lawsuit and therefore the lawsuit should be dismissed.

FOR A FIFTH DEFENSE

201. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

202. Defendants hereby move to dismiss Plaintiff's Complaint on the grounds that said Complaint fails to state a claim upon which relief may be granted, as Plaintiff is not entitled to the relief sought under South Carolina Law.

FOR A SIXTH DEFENSE

203. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

204. Plaintiff's claims are barred, in whole or in part, by the doctrine of laches

FOR A SEVENTH DEFENSE

205. Defendants re-alleges all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

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206. Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver and/or estoppel.

FOR AN EIGHTH DEFENSE

207. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

208. Plaintiff's claims are barred, in whole or in part, by the doctrine of condonation.

FOR A NINTH DEFENSE

209. Defendants re-allege all of the preceding paragraphs above and incorporate the same herein by reference as if repeated verbatim.

210. Defendants reserve the right to assert any additional defenses and matters in avoidance as may be disclosed during the course of additional investigation and discovery.

PRAYER FOR RELIEF

WHEREFORE, Defendants having fully answered Plaintiff's Amended Complaint demand a jury trial and pray that this action be dismissed with costs to be paid to Defendants.

Respectfully submitted,

BY: *s/Richard S. Rosen*
Richard S. Rosen, Esquire (SC Bar #4917)
Liam D. Duffy, Esquire (SC Bar #102234)
ROSEN, ROSEN & HAGOOD, LLC
P.O. Box 893 (29402)
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726
rsrosen@rrhlawfirm.com
lduffy@rrhlawfirm.com

Charles B. Molster, III, Esquire
THE LAW OFFICES OF CHARLES B. MOLSTER, III PLLC
2141 Wisconsin Avenue, N.W., Suite M
Washington, D.C. 20007
(202) 787-1312
cmolster@molsterlaw.com

ATTORNEYS FOR DEFENDANTS, MERRILL BARRINGER LIGHT, J. RANDOLPH LIGHT, JR., MERRILL B. LIGHT AS TRUSTEE OF THE PAUL B. BARRINGER, II, REVOCABLE TRUST DATED DECEMBER 4, 1998, AND MERRILL B. LIGHT AS TRUSTEE OF THE MERRILL BARRINGER LIGHT REVOCABLE TRUST.

Dated: May 2, 2017

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STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)))	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT
In the Matter of: Estate of Paul B. Barringer, II Hampton Barringer Luzak, Plaintiff, v. Merrill U. Barringer, Defendant.	))))))))))))	Case No.: _____ SUMMONS

TO: THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is served upon you herewith, and to serve a copy of your answer to the said Complaint on the subscribers listed on the following signature page at their office located at 110 Lavinia Avenue (zip 29601), Post Office Box 2147, Greenville, South Carolina 29602, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

[Signature and addresses on next page]

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THE GILREATH LAW FIRM, P.A.

By: s/ JAMES R. GILREATH.

James R. Gilreath (S.C. Bar No. 02133)
William M. Hogan (S.C. Bar No. 65272)
110 Lavinia Avenue (zip 29601)
P. O. Box 2147
Greenville, SC 29602
Telephone: (864) 242-4727
Fax: (864) 232-4395
jim@gilreathlaw.com
bhogan@gilreathlaw.com
and

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

and

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

ATTORNEYS FOR PLAINTIFF
HAMPTON BARRINGER LUZAK

Dated: May 28, 2019
Greenville, South Carolina.

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	Case No.: _____
Hampton Barringer Luzak,	)	
	)	**COMPLAINT**
Plaintiff,	)	
v.	)	
	)	
Merrill U. Barringer,	)	
	)	**JURY TRIAL DEMANDED**
Defendant.	)	
	)	
	)	
_____	)	

PARTIES AND JURISDICTION

1. The parties and their residences are as follows:

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

(b) The Defendant, Merrill U. Barringer ("Mrs. Barringer," or "Merrill U. Barringer" or "Merrill Barringer"), is a citizen and resident of Hilton Head Island, County of Beaufort, in South Carolina, is the widow of Paul Barringer, II, and is named as a defendant in this action in her individual capacity.

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

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

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

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

5. Decedent Paul Barringer allegedly signed a document on February 5, 2015 that purports to be an amended and restated trust agreement with Merrill Light named as trustee of the Paul B. Barringer, II Revocable Trust dated December 4, 1998 (see paragraphs 34, 75 and 96 below).

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

7. This Court has the authority and jurisdiction under S.C. Const. art. V, S.C. Code Ann. §§ 62-1-302, 62-7-201 and 62-7-202: to determine whether Mrs. Barringer has breached her confidential and fiduciary duty not to exercise the testamentary power of appointment given her, and/or intentionally interfered with Plaintiff Hampton Luzak's inheritance and/or expectancy of gift, and/or breached her contract not to revoke her will; (b) to enjoin Mrs. Barringer from exercising her testamentary power of appointment and/or to breach her contract not to revoke her will; and (c) to grant appropriate relief for all the above.

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GENERAL ALLEGATIONS

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

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

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

11. Plaintiff Hampton Luzak enjoyed a close family relationship with her father and her mother until recent years. Plaintiff Hampton Luzak always maintained great respect for her father including the lifetime of work Decedent Paul Barringer undertook to build his businesses in the timber and lumber industries, including CFRC.

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

13. Following her marriage to Kevin Luzak in 1992, Plaintiff Hampton Luzak continued a close association with her father and his businesses. Decedent Paul Barringer invited Kevin Luzak to join the board of directors of CFRC's predecessor, Coastal Lumber

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Company, in 1993. In 2004 Kevin Luzak became the president following the restructuring of Coastal Lumber Company, in which Coastal Lumber Company spun off certain assets to a separate entity controlled by Victor Barringer in exchange for Victor Barringer's surrender of the majority of his ownership, including all his voting interest, in the remaining business (the "Restructuring"). The remaining business was recapitalized in 2004 and was henceforth known as Coastal Forest Resources Company. Kevin Luzak eventually became the chief executive officer ("CEO") of CFRC in 2009.

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

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

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corporation and each of the Barringers an equal right to acquire any stock of the corporation which a shareholder may desire to transfer to any outside person or entity.

16. Based on recurring family meetings, the children of Decedent Paul Barringer continued to recognize their father's central goals of his estate plan which were to keep the ownership of the shares in CFRC equal between Decedent Paul Barringer's daughters and to maintain the proportional ownership as Decedent Paul Barringer had established. Therefore, on September 21, 1998, Decedent Paul Barringer, individually and as co-trustee of his mother's testamentary trust, along with Merrill Light, Plaintiff Hampton Luzak and Victor Barringer, entered into a Barringer Family Voting Agreement under Decedent Paul Barringer's direction (Exhibit 22 – Barringer Family Voting Agreement). The Barringer Family Voting Agreement shows that Plaintiff Hampton Luzak, Merrill Light and their brother Victor Barringer each held an equal number of shares of common stock (59,521 shares) in CFRC's predecessor company Coastal Lumber and that no one else held more shares than any one of them. As noted above, Victor Barringer at his own request later surrendered his voting stock (and a majority of his ownership) in exchange for interests in other entities upon the Restructuring.

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

18. Consistent with his frequently stated intention to treat his daughters equally in respect to CFRC ownership, on December 22, 1998, Decedent Paul Barringer created the Paul B. Barringer, II Family Trust ("the Family Trust") under agreement dated December 22, 1998, which was an irrevocable trust. Under the terms of the Family Trust as originally created on

December 22, 1998 and as existed on October 3, 2004, during the lifetime of Decedent Paul Barringer and Mrs. Barringer, the assets of the Family Trust were available to be used for the health, education, support and maintenance of Decedent Paul Barringer's descendants at the trustee's discretion. After the death of Decedent Paul Barringer and Mrs. Barringer, the Family Trust was then to be divided into three separate and equal shares for the benefit of each of Decedent Paul Barringer's children then living and a share for any predeceased child. In connection with the Restructuring, Decedent Paul Barringer placed 2,295,528 non-voting shares of CFRC stock into the Family Trust on October 3, 2004.

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

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

21. On or about September 22, 2006, Decedent Paul Barringer filed a petition in Beaufort County Probate Court to modify the irrevocable Family Trust to provide that the trust

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

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

23. In further recognition of the importance Decedent Paul Barringer placed on maintaining the existing proportionate ownership in Decedent Paul Barringer's forest products business, including an equal ownership between Merrill Light and Plaintiff Hampton Luzak, the three siblings – Plaintiff Hampton Luzak and Merrill Light and Victor Barringer – entered into

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an Agreement Regarding Right to Purchase Shares of CFRC on February 1, 2010 ("2010 Shareholders Agreement"). In the Agreement the Barringer children agreed to keep the proportionate ownership of the CFRC stock equal between Plaintiff Hampton Luzak and Merrill Light by providing that CFRC has the right to purchase any shares that are offered for sale by, purchased, or otherwise acquired from, another CFRC shareholder. CFRC was also a party to the 2010 Shareholders Agreement, but Paul Barringer was not a party.

24. By late 2009, Merrill Light's husband, Randy Light, was experiencing significant financial troubles with some of his companies as a result of certain disastrous Texas real estate investments financed by the Stillwater National Bank of Stillwater, Oklahoma ("Stillwater") and Patriot Bank of Houston, Texas. By November 2009, RVL Texas Properties, LLC ("RVL"), owned in part by Randy Light, was in default on its $4 million loan to Patriot Bank on its condominium/marina project in South Texas. Randy Light, who served as RVL's president, surreptitiously acquired RVL's delinquent debt through an undisclosed entity, LIRVP, L.L.C., solely owned by Randy Light, without the knowledge or consent of the other three members of RVL. Randy Light, through LIRVP, L.L.C., then demanded payment of RVL's delinquent debt by threatening RVL and its other members with foreclosure of RVL's real estate and deficiency judgments against his co-members in RVL. On January 4, 2010 RVL was forced into bankruptcy in the Southern District of Texas Bankruptcy Court due to Randy Light's "self-dealing" actions. Randy Light then opposed the bankruptcy, and RVL and its other members filed an adversary proceeding against Randy Light alleging he had effectively led a hostile takeover of RVL to seize its only asset for his own benefit. In the adversary proceeding, RVL and its other members described Randy Light's "self-dealing" actions towards RVL as

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"fraudulent" and "intentional, outrageous and malicious." RVL's South Texas project ultimately failed.

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

26. On December 28, 2010, SAC issued a check payable to Patriot Bank of Houston, Texas for $150,561.83 for the benefit of LIRVP, LLC which was a separate entity owned and controlled by Randy Light. On January 28, 2011 SAC issued another check to Patriot Bank for $3,408.00 for the benefit of RVL. The bankruptcy trustee for SAC later characterized these checks by Randy Light's entity, SAC, as fraudulent transfers. In a subsequent successful adversary proceeding against Patriot Bank to avoid the payments, the bankruptcy trustee recovered a significant portion of these fraudulent transfers.

27. As the financial pressure on Randy Light intensified following a lawsuit by homeowners at SAC, Randy Light wrote to Jerry Lanier, a senior credit officer at Stillwater, on March 10, 2011 explaining "you can only imagine the pressure on my side with this latest development and the atmosphere here at home." On April 15, 2011 Randy Light again responded to Jerry Lanier at Stillwater, about the latest debt restructuring proposal, by stating he

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needed his overall exposure to Stillwater to be approximately $11 Million "due to the fact of all the financial burdens I am dealing with."

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

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

30. On December 15, 2011, Decedent Paul Barringer and his wife Merrill Barringer executed durable powers of attorney naming the other as agent and Merrill Light as alternate agent. (See Exhibit 1, P. Barringer D.P.A. dated 12/15/11). The powers of attorney were prepared by attorney John Jolley from the Hilton Head office of the McNair Law Firm. Plaintiff Hampton Luzak is informed and believes this is the first time her parents employed the services of John Jolley. Plaintiff Hampton Luzak is further informed and believes that John Jolley at that point had been serving as the estate planning attorney for Merrill and Randy Light for a number of years, possibly ten to fifteen years. Decedent Paul Barringer had been using another estate planning attorney for many years prior to this, and he was not normally quick to put his trust in counsel that he was not familiar with.

31. In January 2012, while Plaintiff Hampton Luzak was visiting her parents in Hilton Head, she fortuitously met Merrill Light while standing in their parents' driveway. Merrill Light informed Plaintiff Hampton Luzak that Decedent Paul Barringer's insurance agent Robert Slane

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

32. On February 18, 2012, members of the Barringer family met to discuss company plans. Included in the meeting were Decedent Paul Barringer and his wife Merrill Barringer, Merrill Light, Plaintiff Hampton Luzak and her husband, Kevin Luzak, who was at that time the CEO of CFRC. The discussion centered on Kevin Luzak's recommendations on future strategy to the shareholders, which were focused on (i) actions that would both increase the cash flow generated by the Company's existing operating businesses; (ii) adding new business lines that would both diversify risk and generate tax and operating expense efficiencies for shareholders; and (iii) financing this diversification through the sale of a small portion of Company timberlands that had been deemed by management as no longer capable of generating acceptable returns to the shareholders. Kevin Luzak and Decedent Paul Barringer had worked together on the acquisition of commercial real estate properties in Alexandria Virginia during 2011 that created a useful example of the type of diversifying activity that Kevin Luzak was recommending that the shareholders consider. The discussion also included Kevin Luzak's

request that his compensation be evaluated. Recognizing that the owners might prefer not to pursue the strategy that he outlined, or might not be able to come to an agreement about his compensation, Kevin Luzak offered to cede his role as CEO of CFRC. Mrs. Barringer responded to this offer by saying, "You have to stay. You are family." At the meeting, however, Decedent Paul Barringer was having trouble communicating and forming words due to his mental ailments.

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

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

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

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

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

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

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

40. The accusations described in paragraph 38 above by Decedent Paul Barringer temporarily ended when he was hospitalized on May 2, 2012 at St. Joseph's Hospital in

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Savannah, Georgia. Decedent Paul Barringer was diagnosed with advanced dementia and complications related to a prior prostate surgery.

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

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

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

44. After Decedent Paul Barringer was discharged on Friday, May 4, 2012 from the hospitalization related to the progression of his previously diagnosed dementia, the CFRC stock register shows that, on the following business day Monday May 7, 2012, Decedent Paul

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Barringer allegedly transferred the 38,272 voting shares certificated in his name on CFRC share certificate number one to himself as trustee of the Paul B. Barringer Irrevocable Trust dated December 4, 1998. (See Exhibit 3, Stock Register CFRC 628). According to the CFRC Stock Register, CFRC cancelled share certificate number one and re-certificated those shares to share certificate number 13 on May 7, 2012. Plaintiff Hampton Luzak has no knowledge that any trust by the exact name of the "Paul B. Barringer Irrevocable Trust U/A Dated December 4, 1998" ever existed.

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

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

47. During the week of May 7, 2012 after Decedent Paul Barringer had been discharged from St. Joseph's Hospital, Merrill Light asked Plaintiff Hampton Luzak to fly down to Hilton Head from New York City to help Decedent Paul Barringer with his follow-up care and

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medical appointments including making arrangements for medical evaluations with MUSC. Plaintiff Hampton Luzak complied without hesitation. Later that week, after Decedent Paul Barringer's May 8 appointment with Dr. Long, Decedent Paul Barringer was examined and tested by Dr. David Bachman, a highly renowned neurologist and Alzheimer's expert at MUSC. During the several days he was examined at MUSC, Decedent Paul Barringer resided with Plaintiff and her husband at their home in Charleston. While Plaintiff Hampton Luzak and her mother Merrill Barringer were in the room with Decedent Paul Barringer at MUSC, Dr. Bachman informed Decedent Paul Barringer he was suffering from Alzheimer's disease.

48. While Plaintiff Hampton Luzak was helping Decedent Paul Barringer through treatments at MUSC, Merrill Light, unbeknownst to Plaintiff Hampton Luzak, was involved in moving Decedent Paul Barringer's voting stock in CFRC into Decedent Paul Barringer's Revocable Trust for which Merrill Light purportedly became a co-trustee. Plaintiff Hampton Luzak is informed and believes Merrill Light carried out the stock transfers with the assistance of Merrill Light's estate planning attorney John Jolley.

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

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2012 a new share certificate #14 in the name of Paul B. Barringer, Trustee of the Paul B. Barringer Revocable Trust under Agreement dated December 4, 1998 for 38,272 voting shares.

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

51. When the purported transfer of Decedent Paul Barringer's voting shares was made on May 11, 2012 to share certificate # 14 in the name of Paul B. Barringer, as Trustee of the Paul B. Barringer Revocable Trust (*i.e.*, the Revocable Trust), the share certificate was signed by Kevin Luzak as the chief executive officer of CFRC. At that time, though, Merrill Light was a co-trustee of the Revocable Trust. However, no mention is made on share certificate # 14 that Merrill Light was a co-trustee of Decedent Paul Barringer's Revocable Trust. The lack of co-trustee designation, on information and belief, was an attempt by Merrill Light to keep from disclosing the purported co-trustee status to Kevin Luzak since he may have to sign certificate # 14.

52. Also on May 11, 2012, Decedent Paul Barringer's Durable Power of Attorney dated December 15, 2011, which was prepared by estate planning attorney John Jolley and

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contained the description "Effective Immediately" on its title page, was recorded at the Beaufort County Register of Deeds office five months after the document was purportedly executed.

53. Decedent Paul Barringer instructed Kevin Luzak to sell CFRC's airplane and purchase a larger plane. Based on Decedent Paul Barringer's instructions, Kevin entered into a contract to sell the company airplane in early June 2012. On or about June 7, 2012, Decedent Paul Barringer contacted Kevin Luzak about using the company airplane to visit some corporate facilities. Kevin Luzak commented to Decedent Paul Barringer to enjoy the airplane ride since it would be the last trip on the company airplane before the sale was closed. Decedent Paul Barringer then exploded at Kevin Luzak and began swearing at him for selling the airplane, as Decedent Paul Barringer did not remember that he instructed Kevin Luzak to sell the airplane. Decedent Paul Barringer then ordered Kevin Luzak to rescind the deal to sell the airplane. Following Kevin Luzak's termination, CFRC did in fact sell the airplane and purchase a larger airplane, consistent with Decedent Paul Barringer's earlier instructions and against his confused demands of June 7, 2012.

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

55. Around the week of June 4, 2012, Kevin Luzak talked with Merrill Light regarding Decedent Paul Barringer's mental problems, and she stated she was aware of her

father's mental problems, including his resumption of aggressive behavior. She stated that the previous evening Decedent Paul Barringer was irate with the advisors from New York whom he referred to with extremely derogatory language, which had been uncharacteristic of him.

56. Around this same time, Kevin Luzak also talked with Decedent Paul Barringer's wife, Defendant Merrill Barringer, who said that Decedent Paul Barringer was very upset at Kevin Luzak. She stated that Decedent Paul Barringer believed Kevin was trying to sell 65% of the timberland and move the timberland management team to New York and that the people in New York would own 80% of the investments in the company. None of these descriptions of Kevin Luzak's proposed long-term plans for CFRC were true or ever contemplated. Mrs. Barringer also stated that Decedent Paul Barringer was upset about supposedly being excluded from the last board meeting in April 2012 which was completely untrue. In fact, Decedent Paul Barringer presided over the meeting without incident, though he had trouble communicating and forming words at that time.

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

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

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59. On June 11, 2012, Decedent Paul Barringer sent Kevin Luzak a package with PowerPoint presentation documents that Decedent Paul Barringer said someone sent to him "just recently." Decedent Paul Barringer claimed that the PowerPoint slides "appeared to be someone's calculation on how CFRC could be purchased with various ways to obtain our timberland and other assets which could be marketed to outside parties." Decedent Paul Barringer's description of the business plan contained in the PowerPoint documents was incorrect. Further, Decedent Paul Barringer had already seen all of these materials. They were the materials presented at the March 15 and 16, 2011 board meetings and monthly management presentations during that period that Decedent Paul Barringer attended. Because of his dementia in June of 2012, Decedent Paul Barringer was unable to remember in June 2012 seeing the PowerPoint documents in March 2011 and was under the false impression the March 2011 board presentation documents had been prepared and distributed behind his back as suggested by his statement, "I have just recently received possession" of them. When Kevin Luzak explained the origin of the materials to him, Decedent Paul Barringer then acknowledged being at the board and management meetings and having seen the materials, then later questioned whether he was there, and then denied having ever seen the material. He subsequently reversed himself and said he may have seen them, which was symptomatic of his confusion. Decedent Paul Barringer then told Kevin Luzak that he would help Kevin Luzak find a job if Kevin Luzak could not run the company the way he wanted it run.

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

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

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

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63. On June 28, 2012, a special meeting of the board of directors of CFRC was called. The meeting was held by telephone conference in which all four directors participated – Kevin Luzak, Michael Hagler, Merrill Light and Decedent Paul Barringer. Also on the conference call was Bradley Herring, the company's legal counsel along with his law partner Samuel Johnson. Mrs. Barringer testified in a deposition that, before the June 28, 2012 board meeting, she and Decedent Paul Barringer discussed the decision to fire Kevin Luzak and they agreed he should be fired. Moreover, she testified that she attended the June 28, 2012 board meeting "to correct him in any manner" and "to hear how he was doing" in the meeting and "maybe to indicate to him something he should say that he may have forgotten."

64. During the June 28, 2012 board meeting, Decedent Paul Barringer made a number of delusional accusations against Kevin Luzak which were supported by Merrill Light who joined in with, and coached, Decedent Paul Barringer in his motion to have Kevin Luzak removed as president and CEO of the company. Decedent Paul Barringer also moved that Kevin Luzak be removed from all other offices with CFRC immediately and that Decedent Paul Barringer should be appointed as president and CEO. The corporate minutes state that Decedent Paul Barringer wanted Kevin Luzak removed because he (falsely) claimed he and Merrill Light had been thrown out of a recent meeting of the board of directors held in Charleston on April 24 and 25, 2012. (See Exhibit 4, 6/28/12 board minutes). He also claimed that he had found PowerPoint slides of various plans which he contended had been withheld from him by Kevin Luzak. Decedent Paul Barringer also claimed that Kevin Luzak had requested a million dollar check from him and stated that Kevin Luzak was the greediest person he knew and should be dismissed due to his alleged greed. Kevin Luzak responded that Decedent Paul Barringer and Merrill Light had not been thrown out of the preceding board meeting and that Kevin Luzak had

never requested a million dollar check from Decedent Paul Barringer. Because of the outlandish and completely unfounded allegations Decedent Paul Barringer was making, Kevin Luzak made a motion that the company retain an independent person to investigate the allegations and to report these findings to the board. Michael Hagler, a respected attorney who was the independent and non-affiliated member of the board, voted for an independent investigator as did Kevin Luzak. However, Merrill Light and Decedent Paul Barringer, with coaching from Merrill Light, voted against it so the motion failed. Mrs. Barringer, who attended the meeting to "correct him in any manner," "to hear how he was doing" and "maybe to indicate to him something he should say that he may have forgotten," was present with Decedent Paul Barringer at the time Paul Barringer was instructed to change his vote.

65. After voting down the motion for an independent investigation, the board of directors at the same June 28, 2012 meeting voted on Decedent Paul Barringer's motion to remove Kevin Luzak from all positions with CFRC. Merrill Light supported and seconded Decedent Paul Barringer's attacks and motions against Kevin Luzak. Mr. Hagler indicated he needed more information about the accusations Decedent Paul Barringer leveled against Kevin Luzak and voted against firing Kevin Luzak. Merrill Light and Decedent Paul Barringer, with coaching from Merrill Light , voted in favor of the motion to remove Kevin Luzak. Mrs. Barringer was present and involved in the meeting. The company counsel stated that Kevin Luzak had a conflict of interest in the vote since he was the subject of the motions and therefore could not vote as a member of the board of directors. As a result, Decedent Paul Barringer and Merrill Light's votes to remove Kevin Luzak outnumbered Mr. Hagler's opposition. The corporate minutes thus stated that Kevin Luzak was terminated from all company positions, though Kevin Luzak disputed the legitimacy of the vote.

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

67. During the votes in the June 28, 2012 special board meeting, Decedent Paul Barringer was confused about which way he should vote. Merrill Light, knowing her father was suffering from Alzheimer's disease, coached Decedent Paul Barringer as to how she wanted him to vote. Initially he voted to retain Kevin Luzak but then changed his vote upon receiving coaching from Merrill Light. In the end Decedent Paul Barringer and Merrill Light voted to oust Kevin Luzak. As soon as the third vote was taken, that being on a motion to appoint Paul Barringer as president and CEO which was not approved, Mrs. Barringer quickly interjected that the meeting should be adjourned before any extended discussion could occur about Paul Barringer's health and other related issues. Mrs. Barringer's initial request for an adjournment was not approved by the board. Some discussions then occurred among the board members about the problems with Paul Barringer's mental health and his having been coached during the votes taken during the meeting. After about ten minutes of discussion, Mrs. Barringer again instructed Paul Barringer and Merrill Light to adjourn the meeting and told everyone at the meeting that the meeting was adjourned.

68. Despite knowing the facts that Decedent Paul Barringer (a) had been diagnosed with dementia as early as December 2011; (b) had been hospitalized for three days in May 2012 for dementia; (c) had been diagnosed with, and undergone examination and treatment at MUSC, for Alzheimer's; and (d) had to be coached on how to cast a vote at a board meeting, Merrill

Light was willing to put her father, to his own detriment, back into the CEO position – a position he clearly was no longer capable of handling.

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

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

71. On July 1, 2012, Michael Hagler emailed Merrill Light, Kevin Luzak, and then-corporate counsel Brad Herring his objection to the CFRC board vote removing Kevin Luzak from his officer positions. The letter was principally addressed to Merrill Light. Michael Hagler characterized Decedent Paul Barringer's actions at the June 28, 2012 meeting as totally inconsistent with the Paul Barringer he had previously known. Mr. Hagler stated that the person who attended the April 2012 board meeting and the June 28, 2012 board meeting "was not Paul. He is in Paul's body, but he seems to be ill and not thinking or acting rationally." Mr. Hagler implored Merrill Light to not follow her father blindly down the destructive path he was going.

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

72. On July 6, 2012, Plaintiff Hampton Luzak wrote the CFRC board of directors about her father's condition and informing them that he had been diagnosed with Alzheimer's disease and that she along with Mrs. Barringer and Merrill Light had been aware of his condition for months. She informed the board that her husband, Kevin Luzak, was fired on the basis of a combination of hallucinations, deep confusion and ridiculous and unfounded challenges to Kevin Luzak's character which Merrill Light blocked from being investigated, as Merrill Light knew they were unfounded and delusional. Plaintiff Hampton Luzak pointed out the various events Decedent Paul Barringer accused Kevin Luzak of being involved in which never occurred. She also reminded the board that, despite Decedent Paul Barringer's accusations, Kevin Luzak had never thrown a book at Merrill Light at any time or especially in a board meeting in which all board members along with advisors attended. She informed the board of the truthful situation that Decedent Paul Barringer unfortunately was suffering from confusion, severely deteriorated short-term memory and delusions. She pleaded with the board to take the situation into consideration instead of rubber stamping any harmful and damaging plans Decedent Paul Barringer in his infirm state may be proposing. (See Exhibit 8, H. Luzak letter 7/6/12).

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

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

board had no attorney and needed to hire Virginia counsel promptly. (See Exhibit 11, Hagler letter 7/12/12).

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

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

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

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positions given that he was "a puppet". He also asked the board members and attorney John Jolley, "Who is serving as corporate counsel?" (See Exhibit 12, Hagler e-mail 8/3/12).

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

78(a). On August 3, 2012, a special shareholder meeting of CFRC was held. At the meeting Merrill Light voted her shares in her individual capacity, except for three shares for which she gave a proxy for attorneys John Jolley, R. Mason Bayler, Jr., and John Owen Gwathmey. Merrill Light also voted the shares of the Paul B. Barringer Revocable Trust. At the meeting Merrill Light, personally or through someone acting on her behalf and under her control, represented that she was acting on behalf of Decedent Paul Barringer; however, Merrill Light never disclosed she was a trustee or co-trustee of the Paul Barringer Revocable Trust. The Shareholder Minutes were not produced to Plaintiff Hampton Luzak until April 14, 2015 pursuant to Hampton Luzak's statutorily-authorized shareholder records inspection requests to CFRC as described in paragraphs 99, 101, 102 and 104(a) below. Prior to the April 14, 2015 production of the August 3, 2012 Shareholder Minutes, it was never disclosed to Hampton Luzak that Merrill Light was acting as a purported trustee or co-trustee of Paul Barringer's Revocable Trust. Upon information and belief, Merrill Light and Randy Light and their unnamed co-conspirators concocted a false presentation for this special shareholder meeting to deceive

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Hampton Luzak and to hide from her that Merrill Light was implementing a scheme to gain control over her father's voting stock in CFRC.

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

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

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

81. Also on August 3, 2012, a board of director's meeting was held following the shareholder meeting. At the meeting John Jolley, the long-time estate planning attorney for Merrill and Randy Light, along with two other attorneys appeared at the board meeting "as counsel for Mrs. Light" according to the minutes of the board meeting. No mention was made in the board minutes of any attorney being retained as corporate counsel for CFRC to replace Bradley Herring. Merrill Light and her husband Randy Light made motions to remove Kevin Luzak from all positions with CFRC and its subsidiaries and to elect Travis Bryant as the new President and CEO. On his first day on the board, Randy Light expressed his disagreement with Kevin Luzak's strategic plans for CFRC and expressed his opinion "that it is in the best interest of the Company and its shareholders to have a non-family member take over the chief executive officer position…" Mr. Hagler disagreed with the points and motions raised by Merrill Light and her husband Randy Light, and voted against them. Decedent Paul Barringer was not at this important meeting. The Lights' motions therefore passed two to one.

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

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

84. Prior to September 11, 2012, Decedent Paul Barringer controlled 20% of the CFRC voting shares and Plaintiff Hampton Luzak and Merrill Light each owned 31% of the CFRC voting shares through equal gifts from Decedent Paul Barringer. On September 11, 2012 essentially all of Decedent Paul Barringer's voting shares were purportedly transferred from Decedent Paul Barringer's Revocable Trust to Merrill Light as trustee of her own revocable trust. (See Exhibit 3, supra). This purported transfer of 20% of the voting stock of CFRC gave Merrill Light voting control of the company through ownership of 51% of the voting stock. Merrill Light and Randy Light concealed from Plaintiff Hampton Luzak for two and a half years the transfer of voting control of CFRC effected through the purported transfer of 38,271 shares of voting stock of CFRC from Decedent Paul Barringer's Revocable Trust to Merrill Light as trustee of the Merrill Barringer Light Revocable Trust. (see paragraphs 101 and 102 below). Merrill Light has asserted in corporate litigation in the Federal District Court for the Eastern District of Virginia that she paid no consideration for the voting shares and that she received them gratuitously.

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

86. As a result of the August 2012 board changes, the CFRC board, at the time of the September 11, 2012 Assignment of Shares, was then composed of: (1) Merrill Light; (2) Merrill Light's husband, Randy Light, who was strapped with massive debts, bankruptcy filings of entities he owned and controlled, and whose entities had committed what the bankruptcy trustee characterized as fraudulent transfers; (3) Decedent Paul Barringer, who was suffering from Alzheimer's disease, delusions, and acting irrationally; and (4) Travis Bryant whom independent board member Mr. Hagler described as "a puppet". None of these board members ever informed Plaintiff Hampton Luzak of the purported subsequent transfer of the 38,271 voting shares by

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Paul Barringer. Merrill Light and Randy Light were well-embedded in the management of CFRC. In addition, Merrill and Randy Light's estate planning attorney had become CFRC's purported corporate counsel, its assistant secretary, and Decedent Paul Barringer's estate planning attorney. Their positioning allowed Merrill and Randy Light to conceal from Plaintiff Hampton Luzak the unlawful and improper transfer of their father's controlling voting shares.

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

- On December 2, 2011 Decedent Paul Barringer's MRI report disclosed a history of dementia;
- By December 15, 2011 Merrill Light's attorney John Jolley had begun performing legal work for Decedent Paul Barringer at Merrill Light's direction;
- In January 2012 Merrill Light informed Plaintiff Hampton Luzak she was getting involved in their parents' estate planning;
- At the April 25, 2012 board meeting, Decedent Paul Barringer was completely confused, incoherent and had trouble forming words;
- From May 2 – 4, 2012 Decedent Paul Barringer was hospitalized due to complications from dementia;
- On May 7, 2012 Decedent Paul Barringer purportedly transferred all his voting stock in CFRC to the "Paul B. Barringer, II Irrevocable Trust dated December 4, 1998";
- On or about May 10, 2012 Dr. Bachman informed Decedent Paul Barringer, Plaintiff Hampton Luzak and Mrs. Barringer that Decedent Paul Barringer had Alzheimer's disease;
- On May 11, 2012 Decedent Paul Barringer ostensibly transferred all his voting stock in CFRC to the Paul B. Barringer, II Revocable Trust dated December 4, 1998;
- On June 5, 2012 Randy Light's companies filed bankruptcy;
- Throughout June 2012, Decedent Paul Barringer continues to exhibit incoherent, delusional, erratic and irrational behavior;

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- On June 28, 2012 Decedent Paul Barringer moved to remove Kevin Luzak as CEO based on accusations Merrill Light knew to be false yet she supported and seconded the attacks. Mrs. Barringer also attended the board meeting to correct Decedent Paul Barringer during the meeting and to monitor how he was doing and "maybe to indicate to him something he should say that he may have forgotten." Paul Barringer at least twice changed his votes based on instructions given him by people in the meeting room with him, and those in the room included Mrs. Barringer. Decedent Paul Barringer also followed her instructions to adjourn the board meeting after discussions arose about Paul Barringer's mental state;

- In letters of June 28, July 1, July 12 and August 3, 2012 independent board member Michael Hagler protested Kevin Luzak's firing and the refusal by Merrill Light as a member of the board of directors to allow an investigation into Decedent Paul Barringer's accusations and competency;

- On July 20, 2012 the Paul B. Barringer Revocable Trust was purportedly amended, and on or before that date Merrill Light became a co-trustee;

- On August 3, 2012 Merrill Light, acting publicly as agent for Decedent Paul Barringer under a power of attorney (but as purported trustee of Decedent Paul Barringer's Revocable Trust according to Annex A of the shareholder minutes, which were not disclosed to Hampton Luzak until April 14, 2015), voted the majority shares then in her control to oust Kevin Luzak as a director and voted her husband Randy Light as the new CFRC director;

- By August 29, 2012, Randy and Merrill Light's personal estate planning attorney purportedly became the corporate counsel and assistant secretary for CFRC, and Travis Bryant became its CEO and a director;

- On September 11, 2012 Decedent Paul Barringer purportedly transferred his voting stock and voting control of CFRC to Merrill Light, and appointed John Jolley as his attorney-in-fact to transfer his shares on the records of CFRC (although a gift tax return was not filed until May 28, 2015, showing the transfer occurred on December 31, 2012).

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

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

90. On November 8, 2012, Plaintiff Hampton Luzak wrote the board of directors of CFRC voicing her concerns about recent events. (See Exhibit 17, H. Luzak Letter to Board dated 11/8/12). She expressed her opposition to the "very large distribution from CFRC" of a "special dividend." Plaintiff Hampton Luzak pointed out that the special dividend was unprecedented in magnitude and that Decedent Paul Barringer, "consistently focused on reinvestment and growth . . . and would never have supported such a distribution." Plaintiff Hampton Luzak also objected to the purported appointment of John Jolley as counsel for CFRC due to the fact that he had been functioning as the personal estate planning attorney for Merrill Light and her husband Randy Light who are also on the board of directors for CFRC, presenting a clear conflict of interest. Plaintiff Hampton Luzak further stated to the board her understanding that "[n]o individual owns more stock in CFRC than I do." This statement confirms the fact that Merrill Light kept secret from Plaintiff Hampton Luzak the transfer of voting shares initiated on September 11, 2012. Merrill Light's husband Randy Light was on the board of directors at this time and was a designated recipient of this letter. Upon information and belief, Merrill Light would have seen or been made aware of the content of Plaintiff Hampton Luzak's letter; however, she never responded or refuted to Plaintiff Hampton Luzak the statement "[n]o

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individual owns more stock in CFRC than I do." Moreover, Hampton Luzak's letter stated her understanding that Merrill Light voted Paul Barringer's stock using a power of attorney, which no one ever refuted or "corrected."

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

92(a). Based on Randy Light's desperate financial status, Decedent Paul Barringer's hostility toward allowing Randy Light to attend board of director meetings, the actions of Randy Light in advocating and voting for Kevin Luzak's removal as an officer, employee and subsidiary director of CFRC, Randy Light's position as the successor director to Kevin Luzak on CFRC's board of directors after August 3, 2012, and Randy Light's actions in procuring Decedent Paul Barringer's belated gift tax return reporting the September 11, 2012 assignment of Decedent Paul Barringer's voting stock as a purported gift (as described in paragraph 107 below), Plaintiff Hampton Luzak is informed and believes that Randy Light knowingly and

willing aided, abetted, encouraged and/or materially participated in the purported transfer of Decedent Paul Barringer's voting stock to Merrill Light as trustee of her revocable trust.

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

92(c). Mrs. Barringer testified in a deposition that Decedent Paul Barringer changed his estate plan in June of 2014. This would have been at least the third change to his estate plan of December 4, 1998. In that change, Paul Barringer removed Plaintiff as a beneficiary. Mrs. Barringer further testified that Decedent Paul Barringer cut out Plaintiff as a beneficiary because Plaintiff had alienated him and he thought Plaintiff was greedy. During this time period from July 2012 to June of 2014 Plaintiff set up visits between her family and her parents only to have all of them cancelled by Mrs. Barringer. Also Mrs. Barringer instructed Plaintiff to always call her on her mobile number and not to call the land-line number at the home where Decedent Paul Barringer lived and had access to the phone. Moreover, Plaintiff and her family made no requests to Plaintiff's parents or other family members for any assets, favors, or anything of value during this time.

93. Over the two year period from 2013 through 2014, a combined $14 million of capital expenditures appear to be unaccounted-for in the financial records of CFRC produced to Plaintiff Hampton Luzak. Plaintiff Hampton Luzak has attempted to obtain documents from

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CFRC that would reveal the specific uses of the unaccounted for $14 million, but CFRC, under Merrill Light's control and with Randy Light now serving as chairman of the board of directors, has refused to provide such documents.

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

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

96. On February 5, 2015, Decedent Paul Barringer purportedly executed, amended and restated for at least the fourth time the Paul B. Barringer Revocable Trust originally dated December 4, 1998. On that same day, Decedent Paul Barringer purportedly executed a Last Will and Testament. (See Exhibit 18, P. Barringer Will dated 2/5/15). Plaintiff Hampton Luzak is informed and believes it was signed in John Jolley's office. Also on February 5, 2015, Decedent

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Paul Barringer purportedly executed a new Durable Power of Attorney which was prepared by John Jolley as was Decedent Paul Barringer's purported Last Will and Testament. The new power of attorney then ostensibly appointed Merrill Light as the primary attorney-in-fact and named her husband Randy Light as the alternate attorney-in-fact. Decedent Paul Barringer also purportedly revoked his December 2011 power of attorney which had named his wife Merrill Barringer as the attorney-in-fact. (See Exhibit 19, P. Barringer D.P.A. dated 2/5/15).

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

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